



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

City Council Meeting Agenda
Tuesday, March 9, 2021
6:00 p.m. – Executive Sessions (CLOSED TO THE PUBLIC)
7:00 p.m. – Regular Council Meeting

REVISED 03/04/2021

Welcome! The public is strongly encouraged to participate remotely but there is limited seating at Civic Hall for those who are not able to participate remotely. However, if you are not feeling well, please stay home and take care of yourself. In accordance with Governor Kate Brown's new face covering mandate, all who wish to attend public meetings must wear a face mask or some kind of face covering is required while in the building and you must maintain six feet apart from others.

You can live broadcasts the City Council Meeting on cable channels Xfinity 11 and 331,
Frontier 29 or webstream here:
www.mcm11.org/live

You may join online via Zoom Meeting:
[https:// https://mcm11villeoregon.zoom.us/j/93695115511?pwd=WIR6NkR2T3plSGRpczNKc3lXVXhkZz09](https://mcm11villeoregon.zoom.us/j/93695115511?pwd=WIR6NkR2T3plSGRpczNKc3lXVXhkZz09)
Zoom ID: 936-9511-5511
Zoom Password: 138861

Or you can call in and listen via zoom: 1-253- 215- 8782
ID: 936-9511-5511

6:00 PM – EXECUTIVE SESSIONS- VIA ZOOM (NOT OPEN TO THE PUBLIC) (Starting time changed)

1. CALL TO ORDER
2. **Executive Session pursuant to ORS 192.660(2)(d):** To conduct deliberations with persons designated by the governing body to carry on labor negotiations. (Added 3/4/2021)
3. **Executive Session pursuant to ORS 192.660(2)(h):** To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.
4. ADJOURNMENT

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

1. CALL TO ORDER & ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. PROCLAMATIONS & AWARDS
 - a. Women's History Month Proclamation
 - b. Fire Department Response Recognition Award Presentation

4. 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 address comments emailed to City Recorded and then any citizen participating via Zoom.*
5. ADVICE/ INFORMATION ITEMS
 - a. Reports from Councilors on Committee & Board Assignments
 - b. Department Head Reports
 1. Release and Settlement Agreement (Material to be provided at council meeting)
6. PUBLIC HEARINGS
 - a. Public Hearing regarding the Planning Fee Schedule; **Resolution 2021-12**: A Resolution adopting a Planning Fee Schedule and repealing all previous resolutions adopting planning fee schedules at the time this fee schedule becomes effective.
 - b. Public Hearing regarding the Building Fee Schedule; **Resolution 2021-13**: A Resolution preliminarily approving a Building Fee Schedule and repealing all previous resolutions adopting building fee schedules on the effective date of this fee schedule.
7. RESOLUTIONS
 - a. Consider **Resolution No. 2021-10**: A Resolution Establishing Revised System Development Charges (SDCs) Pertaining to Parks and Recreation, Sanitary Sewer, and Transportation; and Repealing Resolution No. 2020-14.
 - b. Consider **Resolution No. 2021-11**: A Resolution Amending the Contract for Personal Services to Century West Engineering, Inc. for the Apron & Taxilane Rehabilitation Project at the McMinnville Municipal Airport, Project No. 2017-10.
 - c. Consider **Resolution No. 2021-12**: A Resolution adopting a Planning Fee Schedule and repealing all previous resolutions adopting planning fee schedules at the time this fee schedule becomes effective.
 - d. Consider **Resolution No. 2021-13**: A Resolution preliminarily adopting approving a Building Fee Schedule and repealing all previous resolutions adopting building fee schedules on the effective date of this fee schedule.
8. ORDINANCES
 - a. Consider first reading with possible second reading of **Ordinance No. 5101**: An Ordinance Amending Ordinance No. 4131 As Amended by Ordinance 4572, Three Mile Lane Planned Development Overlay For Drive-Up Signage In Zone 2.
 - b. Consider first reading with possible second reading of **Ordinance No. 5102**: An Ordinance Approving TML 2-20, A Three Mile Lane Design Review For Drive-Up Signage At 225 Ne Norton Lane, McDonald’s Restaurant
9. ADJOURNMENT

Meeting Accessibility Services and Americans with Disabilities Act (ADA) Notice: 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.



PROCLAMATION

Whereas, Women’s History Month is a celebration of women’s contributions to history, culture and society and has been observed annually in the month of March in the United States since 1987; and

Whereas, Women’s History Month is a dedicated month to reflect on the often-overlooked contributions of women to United States history; and

Whereas, McMinnville women of every race, class, and ethnic background have made historic contributions to the growth and strength of our city in countless ways; and

Whereas, McMinnville women have played and continue to play critical economic, cultural, and social role in every sphere of the life of the City by constituting a significant portion of the labor force working inside and outside of the home; and

Whereas, McMinnville women have played a unique role throughout the history of the City by providing the majority of the volunteer labor force of the City; and

Whereas, McMinnville women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our City; and

Whereas, McMinnville women of every race, class, and ethnic background served as early leaders in the forefront of every major social change movement; and

Whereas, McMinnville women have courageously served our country in the national and state armed forces; and

Whereas, McMinnville women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the industrial labor movement, the civil rights movement, and other peaceful movements, which create a more fair and just society for all; and

Whereas, despite these contributions, the role of women in McMinnville, Oregon, and our national histories, has been overlooked and undervalued.

NOW, THEREFORE, I, Scott A. Hill, Mayor of the City of McMinnville do hereby proclaim **that March is designated** as

Women’s History Month

in the City of McMinnville and do recommend its observance with appropriate programs, ceremonies, and activities. I also invite all to visit www.WomensHistoryMonth.gov and www.womenshistory.org to learn more about the generations of women who have left enduring imprints on our history

IN WITNESS WHEREOF, I have hereunto set my hand and caused the OFFICIAL Seal of the City of McMinnville to be affixed this 9th day of March, 2021.

Scott A. Hill, Mayor

From: [Home](#)
To: [Claudia Cisneros](#)
Subject: 3/9/21 City Council meeting Fwd: 3228 NE Daffodil Drive
Date: Saturday, March 6, 2021 10:22:27 PM

This message originated outside of the City of McMinnville.

Hi,

I live on NE Daffodil Drive in McMinnville and have been quite frustrated and upset at the decision the City Council made to take the authority and enforcement out of the McMinnville police departments hands regarding illegal parking and sound enforcement. I have been frequently emailing the enforcement dept. photographs citing the state statutes that my neighbor violates and nothing is done. Below is one of the emails that I sent. These neighbors continue to block the fire hydrant on our road. They continue to have several cars parked illegally which cause a safety hazard daily. My children are unable to ride their bicycles on the sidewalk due to them parking on the sidewalk.

This evening these neighbors had a band with amplified sound for hours. Their next-door neighbors have five children in their household and I have three children in my household across the street. It is now after 10 PM and the music is still blasting. After multiple calls with law-enforcement this evening we continue to be told that the City Council has taken authority and enforcement out of their hands. This needs to change. This is absolutely unacceptable behavior and violates state statutes that law-enforcement should have the ability to enforce regardless of city ordinances that have been changed that negatively impact the community.

I can't imagine why citizens would move to McMinnville knowing that city ordinances exist that make for poor living conditions. These are violations that should be enforced at all hours by law enforcement, not limited to 8 AM to 5 PM which are Amy Kepler's working hours.

Andrea Kennedy-Smith
503-707-2434

Sent from my iPhone

Begin forwarded message:

From: Home <kennedy6699@comcast.net>
Date: February 22, 2021 at 3:16:46 PM PST
To: "Amy J. Kepler" <Amy.Kepler@mcminnvilleoregon.gov>
Subject: 3228 NE Daffodil Drive

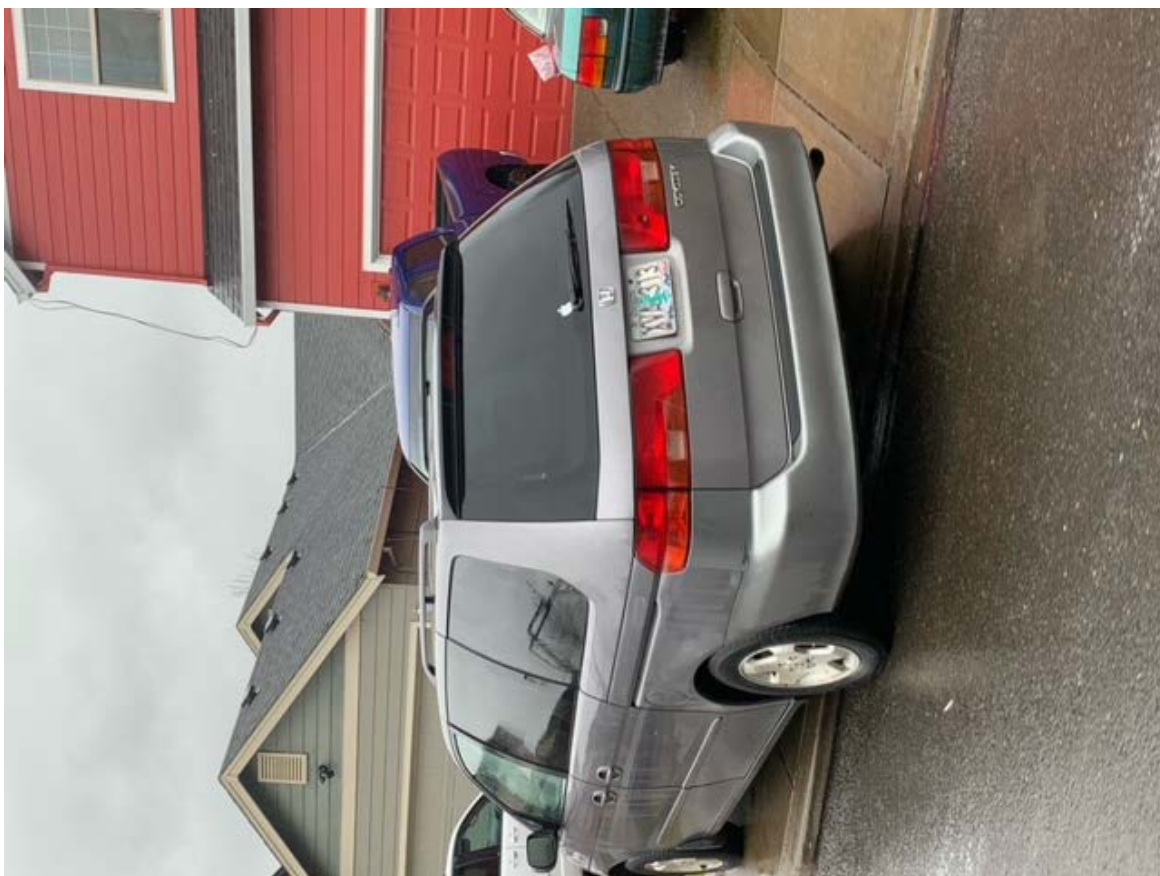
Amy:

Re: ORS 811.550/ORS 811.555

I am attaching 2 photos of the homeowners at the above address parking illegally on 2.22.21 as of 3pm and has not moved. There is no exemption in the above statute that allows an individual to block their own driveway. This continues to be a safety hazard. If someone is to hit this illegally parked truck, it will be the truck owners fault as well as the

McMinnville police departments fault as you have been notified of the illegally parked vehicles numerous times.





Andrea Kennedy-Smith

Sent from my iPhone



**City of McMinnville
Administration**
230 NE Second Street
McMinnville, OR 97128
(503) 435-5702
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: March 2, 2021
TO: Mayor and City Councilors
FROM: Amanda Guile-Hinman, City Attorney
Matt Scales, Police Chief
SUBJECT: Settlement Agreement; *Q.M. v. State of Oregon, et al.*

Background:

In November 2018, a minor, through their guardian *ad litem*, initiated a lawsuit against the State of Oregon and the City of McMinnville alleging certain tort claims. The parties have now arrived at a proposed agreement to resolve the matter.

Discussion:

To avoid the uncertainty of litigation and the expense of litigation, the parties desire to settle their claims on the terms of the Release and Settlement Agreement. The settlement agreement discussed in executive session is the subject of this action.

Recommendation:

Staff recommend a motion authorizing the City Manager to execute the Release and Settlement Agreement on behalf of the City of McMinnville.



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

STAFF REPORT

DATE: March 9, 2021
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: Resolution No. 2021-12, Planning Fee Schedule

STRATEGIC PRIORITY & GOAL:



CITY GOVERNMENT CAPACITY

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

OBJECTIVE/S: Identify and focus on the City's core services

Report in Brief:

This is the consideration of Resolution No. 2021-12, adopting a Planning Fee Schedule for the City of McMinnville. This Resolution repeals all previous resolutions adopting planning fee schedules and takes effect on July 1, 2021.

A public hearing will be conducted to solicit public comment per ORS 294.160. Public notice of the proposal and the public hearing was provided in the News Register on Tuesday, March 2 and Friday, March 5, 2021. A press release regarding the public hearing and proposal was distributed on March 1, 2021. City staff provided a presentation on the proposed Planning Fee Schedule to the Chamber of Commerce Government Affairs Committee on March 4, 2021. And an email was sent out to developers working in McMinnville describing the proposed Planning Fee Schedule on March 1, 2021.

Background:

In 2003, the McMinnville City Council adopted Resolution No. 2003-35, establishing that, "it is the belief of the City Council that developers and others using the services of the Planning Department should pay a proportionate share of the costs associated with their projects."

In 2018, the City commissioned a planning fee study to evaluate how much the fees that developers were paying with land-use permits contributed to the costs of reviewing those land-use applications. At that time, it was determined that the planning fee schedule captured a 12% cost recovery of the costs associated with reviewing private development current planning applications. The general fund and McMinnville taxpayer was underwriting 88% of the overall program costs.

After discussion, in 2018, the City Council directed city staff to propose a fee schedule that would allow the City to work towards a 100% cost recovery goal for current planning application review on the basis

that private developers and applicants were the direct beneficiary of this service and that the City's General Fund and the McMinnville taxpayer should not be underwriting this service.

On December 11, 2018, the McMinnville City Council adopted Resolution No. 2018-63, a resolution that updated the planning fee schedule so that it reflected a 55% cost recovery for development services related to land-use application review, with the direction to increase the planning fee schedule by 10% plus CPI (Portland's CPE-W Index) on July 1 every year over the next five years towards a full cost recovery model.

Due to the pandemic in 2020, the City elected not to move forward with a Planning Fee Schedule update.

Resolution No. 2021-12 reflects a planning fee schedule that has a 10% increase plus the 3% accumulative CPI increase over the past two years.

Discussion:

In 2018, the City made some conscientious decisions to reduce certain fees in order to promote public participation in the land-use process and to support the business community, by maintaining significantly reduced appeal fees, sign permits and downtown design review fees.

Due to the pandemic of 2020, staff is recommending that sign permits, which are the permits that impact the established business community the most, remain at the same reduced fee first established in December, 2018, and that the appeal fees and downtown design review fees retain a reduced rate.

Some new fees have been added to the planning fee schedule to accommodate the new growth planning program that the City established with the approval of Ordinance No. 5048 – Area Plans and Master Plans.

The 50% reduction of planning permit fees for qualifying affordable housing projects per McMinnville Municipal Code, Section 3.10.060 (Resolution No. 2016-81) is retained as well.

A comparison table of how the new fee schedule compares with other cities of similar size is included as an attachment to this staff report. Newberg, although not a similar population size is included in the comparison table as a local comparison.

A table reflecting the full cost recovery and proposed fees is attached as well.

Attachments:

- Comparison Table of McMinnville and Comparable Cities Fee Schedules
- Table of Full Cost Recovery and Proposed Fees
- Resolution No. 2021-12 with Proposed Planning Fee Schedule

Fiscal Impact:

As the City continues to work towards full cost recovery for land-use application review, the City's General Fund will need to subsidize the program less and less.

Recommendation:

"I move to adopt Resolution No. 2021-12"

Planning Fees: Chart of Comparison

Type of Permit	McMinnville	Albany	Redmond	Newberg	Grants Pass	Oregon City	West Linn
Planned Development	\$5,115.50	\$5,010.00 \$758 TIA	\$22,285.00	\$3,808.00 plus \$79 per unit	\$2,451.85 plus \$57.74/unit	\$7,768.00	\$4,200.00
Rezone	\$4,248.00	\$3,796.00	\$7,159.06	\$2,375.00	\$1,972.47	\$3,154.00	\$3,000.00
Partition	\$1,565.00	\$4,106.00	\$4,435.00	\$898.00 plus \$79 per parcel	\$1004.37	\$4,460.00	\$2,800.00
Subdivision	\$2,891.00 (0-10 lots) plus \$30/lot \$5,243.00 (10+ lots) plus \$30/lot	\$4,560.00 + \$50 per lot	\$12,430.00 (4- 20 Lots) \$19,304.02 (51 > Lots)	\$1,800.00 plus \$79 per lot	\$2,451.85 plus \$57.74/unit	\$4,462.00 plus \$388 per lot	\$4,200.00 plus \$200 per lot
Lot Line Adjustment	\$825.50	\$303.00	\$1,380.00	\$898.00	\$338.37	\$1,306.00	\$800.00

Note: Each city processes land-use applications in different ways, and some cities will aggregate different types of review into one process and fee and other cities will separate them as individual applications and fees. This chart strives to compare similar applications and processes as much as possible.

PLANNING FEE SCHEDULE UPDATE 2021:

CURRENT APPLICATIONS WITH FEES VS. FULL RECOVERY

TYPE OF APPLICATION	CURRENT FEE	FULL COST RECOVERY (2018)	PROPOSED FEE
Administrative Variance	787.05	1,431.00	\$890.00
Annexation	10,718.00	10,718.00	\$11,200.00
Appeal from Planning Commission Decision	1,000.00	4,700.00	\$1,100.00
Appeal from Planning Director Decision	250.00	2,429.00	\$275.00
Area Plan Review – Property Owner Initiated			\$9,500.00
Classification of an Unlisted Use	1,043.90	1,898.00	\$1,180.00
Comprehensive Plan Map Amendment	5,447.00	8,987.55	\$6155.00
Comprehensive Plan Text Amendment / Zoning Text Amendment	6,823.00	11,257.95	\$7,710.00
Conditional Use Permit	2,325.00	3,836.25	\$2,627.25
Downtown Design Standards and Guidelines – Administrative Approval	450.00	1,728.00	\$500.00
Downtown Design Standards and Guidelines (Waiver) – Historic Landmarks Committee Approval	1,200.00	2,301.00	\$1,356.00
DMV Certificates	175.00	454.00	\$200.00
Expedited Land Use Division Application			
Partition	1,381.00	2,278.65	\$1,560.00
Subdivision ≤ 10 Lots	3,101.00	5,116.00	\$3,504.00
Subdivision (more than 10 lots)	5,412.00	8,929.80	\$6,115.50
Appeal Deposit	330.00	330.00	\$370.00
Plus Per Lot Fees	26.00	26.00	\$30.00
Historic Landmarks – Certificate of Approval, Alteration	1,200.00	2,748.00	\$1,356.00
Historic Landmarks – Certificate of Approval, Demolition, Move	1,900.00	2,748.00	\$2,147.00
Historic Resources Inventory Amendment	865.00	1,785.00	\$977.45
Home Occupation	250.00	505.00	\$275.00
Annual Renewal Fee	75.00	205.00	\$85.00
Interpretation of Code by Director	400.00	912.00	\$452.00
Landscape Plan Review	801.35	1,457.00	\$905.50
Street Tree Removal	150.00	1,457.00	\$150.00
Large Format Commercial Development Design Review and Waiver	2,834.00		\$3,202.40
Large Format Commercial Development Design Review and Waiver	4,577.75	6,834.00	\$5,173.00
Land Use Compatibility Statement – Regular	454.00	454.00	\$468.00
Land Use Compatibility Statement – Marijuana	1,875.00	1,875.00	\$1,941.25
Land Use Extension	500.00	703.00	\$565.00
Manufactured Home Park	2,792.00	2,792.00	\$2,875.75
Manufactured Home Park Per Lot Fee	25.00	25.00	\$28.25
Master Plan			\$5,250.00
Minor Modification	851.95	1,549.00	\$963.00
Model Home Permit	745.25	1,355.00	\$842.50
NE Gateway Design Standards and Guidelines – Administrative Approval	450.00	1,573.00	\$500.00

NE Gateway Design Standards and Guidelines – Waiver Request	650.40	1,728.00	\$735.00
Parking Variance for Historic District – Administrative Approval	650.40	1,728.00	\$735.00
Parking Variance for Historic Structure – Planning Commission Approval	895.00	1,678.00	\$1,015.00
Partition of Land (Tentative)	1,381.00	2,141.00	\$,1565.00
Planned Development	4,525.25	7,974.00	\$5,115.50
Planned Development: in addition to Planned Development Fee			
Residential Rate	39.00	39.00	\$44.00
Commercial Rate	39.00	39.00	\$44.00
Industrial Rate	39.00	39.00	\$44.00
Planned Development Amendment – Major Amendment (Planning Commission)	2,736.75	4,976.00	\$3,093.50
Planned Development Amendment – Minor Amendment (Administrative)	851.59	1,549.00	\$962.30
Property Line Adjustment	733.15	1,333.00	\$825.50
Public Hearing Request			\$2,500.00
Recreational Vehicle Park Permit	1,396.45	2,539.00	\$1,588.00
Resident Occupied Short Term Rental	676.50	1,230.00	\$764.50
Annual Renewal Fee	75.00	205.00	\$85.00
Short Term Rental	676.50	1,230.00	\$764.50
Annual Renewal Fee	75.00	205.00	\$85.00
Sign Permit – Temporary	75.00	505.00	\$75.00
Sign Permit – Permanent	175.00	556.00	\$175.00
Sign Standards Exception (Variance)	1,731.00	2,856.00	\$1,956.00
Site and Design Review – Commercial	1,632.80	2,590.00	\$1,845.00
Site and Design Review – Multi-Family	1,632.80	2,590.00	\$1,845.00
Solar Collection System Variance	1,731.00	2,856.00	\$1,956.00
Street Vacation	675.00		\$750.00
Subdivision (less than 10 lots)	2,558.25	3,411.00	\$2,891.00
Plus per lot fee	26.00	26.00	\$30.00
Subdivision (more than 10 lots)	4,639.50	6,186.00	\$5,243.00
Plus per lot fee	26.00	26.00	\$30.00
Temporary Living Unit Permit	542.85	987.00	\$613.50
Semi-Annual Renewal Fee	350.00	768.00	\$395.50
Three Mile Lane Design Overlay – Administrative Approval	1,385.00	2,518.00	\$1,565.00
Transitional Parking Permit	823.35	1,497.00	\$930.40
Urban Growth Boundary Amendment	13,590.00	22,423.50	\$15,357.00
Variance (Land Division)	1,743.75	2,325.00	\$1,970.50
Variance (Large Format Commercial Design Waiver to Standards)	1,743.75	2,325.00	\$1,970.50
Variance (Zoning)	1,902.00	2,536.00	\$2,149.25
Wireless Communication Facility Review	3,232.00	3,232.00	\$3,652.00
Zone Change	3,759.00	5,012.00	\$4,248.00
Zoning/Compliance Letters	103.00	103.00	\$106.00

BUILDING PERMIT REVIEW

TYPE OF APPLICATION	CURRENT FEE	FULL COST RECOVERY	PROPOSED FEE
Commercial/Industrial Building Permit Review			
Value < \$100,000	165.75	263.00	\$188.00
Value \$100,000 - \$500,000	299.00	473.00	\$338.00
Value > \$500,000	625.95	993.00	\$708.00
Residential Building Permit Review			
Value < \$100,000	65.00	102.00	\$73.50
Value > \$100,000	165.75	263.00	\$188.00
Multifamily > \$100,000	585.65	929.00	\$662.00

ADMINISTRATIVE FEES

TYPE OF APPLICATION	CURRENT FEE	PROPOSED FEE
Copy fees	\$0.10 per copy	\$0.10 per copy
Comprehensive Plan Map (24" x 36")	\$10.00	\$10.00
General Records Request	\$60.00/hour	\$62.00/hour
Hourly Rate	\$60.00/hour	\$62.00/hour
Refund Processing Fee	\$75.00	\$78.00
Return Check Fee (NSF)	\$25.00	\$26.00
Zone Map (24" x 36")	\$10.00	\$10.00

Planning permit fees for qualifying affordable housing projects per McMinnville Municipal Code, Section 3.10.060, are reduced by 50% (Resolution No. 2016-81).

RESOLUTION NO. 2021-12

A Resolution adopting a Planning Fee Schedule and repealing all previous resolutions adopting planning fee schedules at the time this fee schedule becomes effective.

RECITALS:

The City of McMinnville collects permitting fees for land-use applications to fund the review costs associated with new development projects; and

Per Resolution No. 2003-35, it is the belief of the City Council that developers and others using the services of the Planning Department for current planning activities should pay their share of the costs associated with their projects; and

In 2018, the City commissioned a planning fee study that showed that the City was only collecting 12% of the costs of the current planning program in their fee schedule; and

On December 11, 2018, the City adopted Resolution No. 2018 – 63, a resolution that updated the planning fee schedule so that it reflected a 55% cost recovery for development services related to land-use application review, and providing direction to increase the planning fee schedule by 10% plus CPI (Portland's CPE-W Index) every year over the next five years towards a full cost recovery model; and

Due to the pandemic in 2020, the City of McMinnville elected not to increase permitting fees; and

The CPI increase from December, 2018 to December, 2020 is 3%.

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

1. That the City of McMinnville's Planning Fee Schedule will be as established by the fee schedule attached to this Resolution.
2. That this fee schedule will take effect July 1, 2021.

MISCELLANEOUS PROVISIONS:

The attached Planning Fee Schedule –

- Assumes a goal of a 100% cost recovery in 2024 with a 10% increase plus CPI (Portland's CPE-W Index) over the next four years.
- The fee schedule will be updated on July 1 of each year.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 9th day of March, 2021 by the following votes:

Ayes: _____

Nays: _____

Approved this 9th day of March 2021.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder



City of McMinnville
 Planning Division
 231 NE Fifth Street
 McMinnville, OR 97128
 (503) 434-7311

www.mcminnvilleoregon.gov

PLANNING FEE SCHEDULE (Effective 7/1/2021):

CURRENT PLANNING FEES

TYPE OF APPLICATION	FEE
Administrative Variance	\$890.00
Annexation	\$11,200.00
Appeal from Planning Commission Decision	\$1,033.00
Appeal from Planning Director Decision	\$275.00
Area Plan Review – Property Owner Initiated	\$9,500.00
Classification of an Unlisted Use	\$1,180.00
Comprehensive Plan Map Amendment	\$6155.00
Comprehensive Plan Text Amendment / Zoning Text Amendment	\$7,710.00
Conditional Use Permit	\$2,627.25
Downtown Design Standards and Guidelines – Administrative Approval	\$500.00
Downtown Design Standards and Guidelines (Waiver) – Historic Landmarks Committee Approval	\$1,356.00
DMV Certificates	\$200.00
Expedited Land Use Division Application	
Partition	\$1,560.00
Subdivision ≤ 10 Lots	\$3,504.00
Subdivision (more than 10 lots)	\$6,115.50
Appeal Deposit	\$370.00
Plus Per Lot Fees	\$30.00
Historic Landmarks – Certificate of Approval, Alteration	\$1,356.00
Historic Landmarks – Certificate of Approval, Demolition, Move	\$2,147.00
Historic Resources Inventory Amendment	\$977.45
Home Occupation	\$275.00
Annual Renewal Fee	\$85.00
Interpretation of Code by Director	\$452.00
Landscape Plan Review	\$905.50
Street Tree Removal	\$150.00
Large Format Commercial Development Design Review	\$3,202.40
Large Format Commercial Development Design Review and Waiver	\$5,173.00
Land Use Compatibility Statement – Regular	\$468.00
Land Use Compatibility Statement – Marijuana	\$1,931.25
Land Use Extension	\$565.00
Manufactured Home Park	\$2,875.75

Manufactured Home Park Per Lot Fee	\$28.25
Master Plan	\$5,250.00
Minor Modification	\$963.00
Model Home Permit	\$842.50
NE Gateway Design Standards and Guidelines – Administrative Approval	\$500.00
NE Gateway Design Standards and Guidelines – Waiver Request	\$735.00
Parking Variance for Historic District – Administrative Approval	\$735.00
Parking Variance for Historic Structure – Planning Commission Approval	\$1,015.00
Partition of Land (Tentative)	\$1,565.00
Planned Development	\$5,115.50
Planned Development: in addition to Planned Development Fee	
Residential Rate	\$44.00
Commercial Rate	\$44.00
Industrial Rate	\$44.00
Planned Development Amendment – Major Amendment (Planning Commission)	\$3,093.50
Planned Development Amendment – Minor Amendment (Administrative)	\$962.30
Property Line Adjustment	\$825.50
Public Hearing Request	\$2,500.00
Recreational Vehicle Park Permit	\$1,588.00
Resident Occupied Short Term Rental	\$764.50
Annual Renewal Fee	\$85.00
Short Term Rental	\$764.50
Annual Renewal Fee	\$85.00
Sign Permit – Temporary	\$75.00
Sign Permit – Permanent	\$175.00
Sign Standards Exception (Variance)	\$1,956.00
Site and Design Review – Commercial	\$1,845.00
Site and Design Review – Multi-Family	\$1,845.00
Solar Collection System Variance	\$1,956.00
Street Vacation	\$750.00
Subdivision (less than or equal to 10 lots)	\$2,891.00
Plus per lot fee	\$30.00
Subdivision (more than 10 lots)	\$5,243.00
Plus per lot fee	\$30.00
Temporary Living Unit Permit	\$613.50
Semi-Annual Renewal Fee	\$395.50
Three Mile Lane Design Overlay – Administrative Approval	\$1,565.00
Transitional Parking Permit	\$930.40
Urban Growth Boundary Amendment	\$15,357.00
Variance (Land Division)	\$1,970.50
Variance (Zoning)	\$2,149.25
Wireless Communication Facility Review	\$3,652.00
Zone Change	\$4,248.00
Zoning/Compliance Letters	\$106.00

BUILDING PERMIT REVIEW

TYPE OF APPLICATION	FEE
Commercial/Industrial Building Permit Review	
Value < \$100,000	\$188.00
Value \$100,000 - \$500,000	\$338.00
Value > \$500,000	\$708.00
Residential Building Permit Review	
Value < \$100,000	\$73.50
Value > \$100,000	\$188.00
Multifamily > \$100,000	\$662.00

ADMINISTRATIVE FEES

TYPE OF APPLICATION	FEE
Copy fees	\$0.10 per copy
Comprehensive Plan Map (24" x 36")	\$10.00
General Records Request	\$62.00/hour
Hourly Rate	\$62.00/hour
Refund Processing Fee	\$78.00
Return Check Fee (NSF)	\$26.00
Zone Map (24" x 36")	\$10.00

Planning permit fees for qualifying affordable housing projects per McMinnville Municipal Code, Section 3.10.060, are reduced by 50% (Resolution No. 2016-81).



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

STAFF REPORT

DATE: March 9, 2020
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: Resolution No. 2021-13, "Updated Building Fee Schedule"

STRATEGIC PRIORITY & GOAL:



CITY GOVERNMENT CAPACITY

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

OBJECTIVE/S: Identify and focus on the City's core services

Report in Brief:

This is the consideration of Resolution No. 2021-13, adopting a Building Fee Schedule for the City of McMinnville. This Resolution repeals all previous resolutions adopting building fee schedules, and preliminarily approves the fee schedule on March 9, 2021, with consideration by the Council for final adoption on May 25, 2021 and with the new fees being effective as of July 1, 2021.

A public hearing will be conducted to solicit public comment per ORS 294.160, and a 45-day notice was provided to the Oregon Building Codes Division, per OAR 918-020-0220(1)(a).

Public notice of the proposal and the public hearing was provided in the News Register on Tuesday, March 2 and Friday, March 5, 2021. A press release regarding the public hearing and proposal was distributed on March 1, 2021. City staff provided a presentation on the proposed Planning Fee Schedule to the Chamber of Commerce Government Affairs Committee on March 4, 2021. And an email was sent out to developers working in McMinnville describing the proposed Planning Fee Schedule on March 1, 2021.

Background:

On December 11, 2018, the City Council approved Resolution No. 2018-62 adopting a new Building Fee Schedule as the result of a fee study conducted May – November, 2018 with Capital Accounting Partners, LLC. (CAP) to ascertain the full cost recovery of providing a building program and as needed to compliant with state regulations.

Since then it was updated in 2020 with a 3% increase on January, 2020. At that time, after reviewing the fee increases for a year, the City elected to reduce the smaller appliance plumbing fees in 2020 as well.

Discussion:

This proposed updated Building Fee Schedule raises all fees by 3% to account for construction CPI increases.

This fee schedule update also:

- Assumes full cost recovery. The operating cost of the Building Division is defined as the direct cost of operating the Division and the indirect costs identified in the 2018 Indirect Cost Allocation Plan.
- Generally, fees will increase three percent across all categories.
- The intent of the fee schedule is to maintain a reserve equivalent to 6 – 12 months operating budget.
- The fees identified in the Building Fee Schedule are those charged by the City of McMinnville. Any surcharges or other applicable fees adopted by the State of Oregon or Yamhill County shall be in addition to the above fees.
- The Building Fee Schedule adopted in this resolution shall be the maximum fee schedule for each program and shall not be exceeded without further Council action.

Fiscal Impact:

It is anticipated that the Building Fee Schedule will increase building permits by 3%. The Building Fee Schedule should fully fund the Building Program and allow for a six month reserve build-up over five years.

Attachments:

Resolution No. 2021-13
Proposed 2021 Building Fee Schedule

Action / Recommended Motion:

"I move to approve Resolution No. 2021-13."

RESOLUTION NO. 2021-13

A Resolution preliminarily approving a Building Fee Schedule and repealing all previous resolutions adopting building fee schedules on the effective date of this fee schedule.

RECITALS:

Per ORS 455.210, the City of McMinnville is authorized to establish full cost recovery fees to administer and manage a building program in the City of McMinnville; and

In May, 2018, the Oregon Building Codes Division informed the City of McMinnville that the City's Building Fee Schedule was outdated and needed to be updated; and

From May – November, 2018, the City of McMinnville worked with Capital Accounting Partners, LLC and the Oregon Building Codes Division to update the Building Fee Schedule; and

In August, 2018, the City of McMinnville hosted a meeting with the development community to discuss the results of the fee schedule evaluation; and

On December 11, 2018, City Council adopted the new Building Fee Schedule with the intention that it would be updated every year to reflect any necessary cost of living adjustments; and.

On December 10, 2019, City Council adopted Resolution No. 2019-65, increasing the Building Fee Schedule by CPI, effective January 1, 2020; and

The State of Oregon, Building Codes Division was provided notice more than 45 days in advance of the fee change final adoption date and effective date.

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

1. That the City of McMinnville's Building Fee Schedule will be as established by the fee schedule attached to this Resolution.
2. That this fee schedule is preliminarily approved and will be considered for final adoption by the Common Council of the City of McMinnville on May 25, 2021, after 45-day notice to the Oregon Building Codes Division.
3. That this fee schedule will take effect July 1, 2021.

MISCELLANEOUS PROVISIONS:

The attached Building Fee Schedule –

- Assumes full cost recovery. The operating cost of the Building Division is defined as the direct cost of operating the Division and the indirect costs identified in the 2018 Indirect Cost Allocation Plan.
- Generally, fees will increase three percent across all categories.

- The intent of the fee schedule is to maintain a reserve equivalent to 6 – 12 months operating budget.
- The fees identified in the Building Fee Schedule are those charged by the City of McMinnville. Any surcharges or other applicable fees adopted by the State of Oregon or Yamhill County shall be in addition to the above fees.
- The Building Fee Schedule adopted in this resolution shall be the maximum fee schedule for each program and shall not be exceeded without further Council action.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 9th day of March, 2021 by the following votes:

Ayes: _____

Nays: _____

Approved this 9th day of March 2021.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

July 1, 2021 Proposed Building Fee Schedule

STRUCTURAL PERMIT FEES

STRUCTURAL PERMIT		
<p>Project Valuation: According to Oregon Administrative Rule 918-050-0100</p>		
<p>New Construction, Residential: The valuation is determined using the ICC Building Valuation Data Table current as of April 1 of each year, multiplied by the square footage of the dwelling, addition, garage or accessory structure. Project value is then applied to the table below to determine the building permit fee.</p> <ul style="list-style-type: none"> Residential carports, covered porches, patios and decks use 50% of the value of a private garage (“utility, miscellaneous”) from the valuation table. 		
<p>New Construction, Commercial: The valuation is the higher of:</p> <ol style="list-style-type: none"> The valuation based on the ICC Building Valuation Data Table current as of April 1 of each year, using the occupancy and construction type as determined by the building official, multiplied by the square footage of the structure; or The value stated by the applicant <p>Project value is then applied to the table below to determine the building permit fee.</p>		
<p>Alteration or Repair: Based on the fair market value as determined by the building official, and then applying the valuation to the fee schedule below.</p>		
<p>When the construction or occupancy type does not fit the ICC Building Valuation Data Table, the valuation shall be determined by the building official with input from the applicant</p>		
<p>Use total value of construction work determined above to calculate the Building Permit fee below:</p>		
Valuation	CURRENT FEE	PROPOSED FEE
\$1 - \$500	\$17.16	\$17.67
\$501 - \$2,000	\$17.16 for the first \$500 plus \$2.23 for each additional \$100 or fraction thereof, to and including \$2,000	\$17.67 for the first \$500 plus \$2.30 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 - \$50,000	<p>\$2,001 - \$25,000 – \$50.53 for the first \$2,000 plus \$10.22 for each additional \$1,000 or fraction thereof to and including \$25,000.</p>	<p>\$2,001 - \$25,000 – \$52.71 for the first \$2,000 plus \$10.53 for each additional \$1,000 or fraction thereof to and including \$25,000.</p>
	<p>\$25,001 - \$50,000 – \$285.54 for the first \$25,000 plus \$5.11 for each additional \$1,000 or fraction thereof to and including \$50,000.</p>	<p>\$25,001 - \$50,000 – \$294.36 for the first \$25,000 plus \$5.26 for each additional \$1,000 or fraction thereof to and including \$50,000.</p>
\$50,001 - \$500,000	<p>\$50,001 - \$100,000 \$413.26 for the first \$50,000 plus \$5.11 for each additional \$1,000 or fraction thereof to and including \$100,000</p>	<p>\$50,001 - \$100,000 \$425.86 for the first \$50,000 plus \$5.26 for each additional \$1,000 or fraction thereof to and including \$100,000.</p>

	\$100,001-\$500,000 \$668.70 for the first \$100,000 plus \$4.09 for each additional \$1,000 or fraction thereof to and including \$500,000	\$100,001-\$500,000 \$688.86 for the first \$100,000 plus \$4.21 for each additional \$1,000 or fraction thereof to and including \$500,000.
\$500,001 and above	\$500,001-\$1,000,000 \$2304.34 for the first \$500,000 plus \$3.47 for each additional \$1,000 or fraction thereof to and including \$1,000,000 \$1,000,001 Plus \$4039.89 for the first \$100,000 plus \$2.66 for each additional \$1,000 or fraction thereof	\$500,001-\$1,000,000 \$2372.86 for the first \$500,000 plus \$3.57 for each additional \$1,000 or fraction thereof to and including \$1,000,000. \$1,000,001 Plus \$4157.86 for the first \$1,000,000 plus \$2.74 for each additional \$1,000 or fraction thereof.
OTHER STRUCTURAL FEES	PROPOSED FEE	
Structural Plan Review	65% of structural permit fee	65% of structural permit fee
Fire Life Safety Plan Review	40% of structural permit fee	40% of structural permit fee
Additional Plan Review after initial review	\$75.00/hr (min of ½ hour)	\$77.00/hour (min of ½ hour)
Reinspection – per each	\$75.00 each	\$77.00 each
Each additional inspection, above allowable – per each	\$75.00 each	\$77.00 each
Inspections for which no fee is specifically indicated (as required) - hourly	\$75.00/hour	\$77.00/hour
Inspection outside of normal business hours - hourly	\$113.00/hour (minimum of 2 hour)	\$116.00/hour (minimum of 2 hour)
Deferred Submittal Plan Review Fee – in addition to project plan review fees	65% of the building permit fee calculated using the value of the deferred portion with a \$155.00 minimum	Hourly plan review with \$160.00 minimum
Phased Project Plan Review Fee – in addition to project plan review fees	\$258.00 minimum phasing (application) fee plus 10% of the TOTAL project building permit fee not to exceed \$1545.00 per phase	\$266.00 minimum phasing (application) fee plus 10% of the TOTAL project building permit fee not to exceed \$1591.00 per phase
Structural demolition – complete demolition, not subject to State Surcharge	\$108.00	\$111.00
Structural alteration (<u>not</u> demo) – partial, soft, interior	Fee as per Structural Permit Fee table by valuation.	Fee as per Structural Permit Fee table by valuation.
Seismic Hazard Plan Check Fee (authorized by ORS 455.447(3))	1% of total structure and mechanical specialty code fees for essential and hazardous facilities, and major and special occupancy structures.	1% of total structure and mechanical specialty code fees for essential and hazardous facilities, and major and special occupancy structures.
Temporary Certificate of Occupancy	\$155.00	\$160.00
Structural Minimum Permit Fee	\$131.00	\$135.00

Residential Fire Suppression – Standalone System 13R, fee includes plan review [See Plumbing Fee section for Continuous Loop/Multipurpose System 13D]		
Square Footage of Area to be Covered		
0 – 2000 sq ft	\$180.00	\$185.00
2001 – 3600 sq ft	\$252.00	\$260.00
3601 - 7200 sq ft	\$270.00	\$278.00
7201 sq ft and greater	\$315.00	\$324.00
Commercial Fire Suppression		
Solar Permit – Prescriptive Path System, fee includes initial plan review	150.00	155.00
Solar Permit – Non-Prescriptive Path System	Fee as per Structural Permit Fee table by valuation to include the solar panels, racking, mounting elements, rails and the cost of labor to install. <i>Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.</i>	Fee as per Structural Permit Fee table by valuation to include the solar panels, racking, mounting elements, rails and the cost of labor to install. <i>Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.</i>
Investigation Fee – hourly	\$75.00/hour (minimum of 2 hour)	\$77.00/hour (minimum of 2 hour)

MANUFACTURED DWELLING PERMIT FEES

MFD DWELLING PLACEMENT	CURRENT FEE	PROPOSED FEE
Manufactured Dwelling Placement Fee *	\$221.00	\$228.00
State (Cabana) Fee	\$30.00	\$30.00
Manufactured Home Awning	Fee as per Structural Permit Fee table by valuation, incurs State Surcharge	Fee as per Structural Permit Fee table by valuation, incurs State Surcharge
Manufactured Home Alteration	Fee as per Structural Permit Fee table by valuation, incurs State Surcharge	Fee as per Structural Permit Fee table by valuation, incurs State Surcharge
Investigation Fee	\$75.00/hour	\$77.00/hour (minimum of 2 hour)
* Includes the concrete slab, runners or foundations that are prescriptive, electrical feeder and plumbing connections and all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing - may require separate permits. All decks 30" above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits.		
-- See Structural schedule by valuation for non-dwelling modular placements		
MANUFACTURED DWELLING/RV PARKS – AREA DEVELOPMENT PERMIT (ADP)		
The Area Development Permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park & Organizational Camp – and applying the valuation amount to the Structural Permit Fee table included in this schedule.		

MECHANICAL PERMIT FEES

RESIDENTIAL MECHANICAL	CURRENT FEE	PROPOSED FEE
Air conditioner	\$52.00	\$54.00
Air handling unit of up to 10000 cfm	\$52.00	\$54.00
Air handling unit 10001 cfm and over	\$52.00	\$54.00
Appliance of piece of equipment regulated by code but no classified in other appliance categories	\$52.00	\$54.00
Attic or crawl space fans	\$52.00	\$54.00
Chimney/liner/flue/vent	\$52.00	\$54.00
Clothes dryer exhaust	\$52.00	\$54.00
Decorative gas fireplace	\$52.00	\$54.00
Evaporative cooler other than portable	\$52.00	\$54.00
Floor furnace, including vent	\$52.00	\$54.00
Flue vent for water heater or gas fireplace	\$52.00	\$54.00
Furnace – greater than 100000 BTU	\$52.00	\$54.00
Furnace – up to 100000 BTU	\$52.00	\$54.00
Furnace/burner including duct work/vent/liner	\$52.00	\$54.00
Gas or wood fireplace/insert	\$52.00	\$54.00
Gas fuel piping outlets	\$52.00 (1-4 Outlets) \$15 each additional outlet	\$54.00 (1-4 Outlets) \$16 each additional outlet in excess of 4
Heat pump	\$52.00	\$54.00
Hood served by mechanical exhaust, including ducts for hood	\$52.00	\$54.00
Hydronic hot water system	\$52.00	\$54.00
Installation or relocation domestic/type incinerator	\$52.00	\$54.00
Mini split system	\$52.00	\$54.00
Oil tank/gas diesel generators	\$52.00	\$54.00
Pool or spa heater, kiln	\$52.00	\$54.00
Range hood/other kitchen equipment	\$52.00	\$54.00
Repair, alteration, or addition to mechanical appliance including installation of controls	\$52.00	\$54.00
Suspended heater, recessed wall heater, or floor mounted heater	\$52.00	\$54.00
Ventilation fan connected to single duct	\$52.00	\$54.00

Ventilation system not a portion of heating or air-conditioning system authorized by permit	\$52.00	\$54.00
Water heater	\$52.00	\$54.00
Wood/pellet stove	\$52.00	\$54.00
Other heating/cooling	\$52.00	\$54.00
Other fuel appliance	\$52.00	\$54.00
Other environment exhaust/ventilation	\$52.00	\$54.00
If a plan check is required	65% of mechanical permit fee with a \$206.00 minimum.	65% of mechanical permit fee with a \$212.00 minimum.

COMMERCIAL MECHANICAL FEES TABLE		
Valuation	CURRENT FEE	PROPOSED FEE
\$0 - \$5,000	\$1-\$1,000 \$56.65 \$1,001-\$5,000 \$56.65 for the first \$1,000 plus \$1.65 for each additional \$100 or fraction thereof, to and including \$5,000.	\$1-\$1,000 \$58.35 \$1,001-\$5,000 \$58.35 for the first \$1,000 plus \$1.70 for each additional \$100 or fraction thereof, to and including \$5,000.
\$5,001 - \$10,000	\$5,001-\$10,000 \$122.57 for the first \$5,000 plus \$10.30 for each additional \$1,000, or fraction thereof, to and including \$10,000	\$5,001-\$10,000 \$126.35 for the first \$5,000 plus \$10.61 for each additional \$1,000, or fraction thereof, to and including \$10,000
\$10,001 - \$100,000	\$10,001-\$50,000 \$174.07 for the first \$10,000 plus \$9.27 for each additional \$1,000 or fraction thereof, to and including \$50,000 \$50,001-\$100,000 \$544.87 for the first \$50,000 plus \$8.24 for each additional \$1,000 or fraction thereof, to and including \$100,000.	\$10,001-\$50,000 \$179.40 for the first \$10,000 plus \$9.55 for each additional \$1,000 or fraction thereof, to and including \$50,000 \$50,001-\$100,000 \$561.40 for the first \$50,000 plus \$8.49 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 and above	\$956.87 for first \$100,000 plus \$8.24 for each additional \$1,000 or fraction thereof	\$985.90 for first \$100,000 plus \$8.49 for each additional \$1,000 or fraction thereof
OTHER MECHANICAL FEES	PROPOSED FEE	PROPOSED FEE
Mechanical Plan Review	50% of mechanical permit fee	50% of mechanical permit fee
Additional Plan Review-per hour	\$75.00/hour	\$77.00/hour
Reinspection – per each	\$75.00/per each	\$77.00/per each
Each additional inspection, above allowable – per each	\$75.00/per each	\$77.00/per each
Inspections for which no fee is specifically – per each indicated (as required)	\$75.00/hour, minimum 1 hour	\$77.00/hour, minimum 1 hour
Investigation Fee – hourly	\$75.00/hour (minimum of 2 hour)	\$77.00/hour (minimum of 2 hour)
Mechanical Minimum Permit Fee	\$52.00	\$54.00

PLUMBING PERMIT FEES

RESIDENTIAL NEW CONSTRUCTION	CURRENT FEE	PROPOSED FEE
1 Bath	\$75.00	\$77.00
2 Bath	\$112.00	\$115.00
3 Bath	\$150.00	\$155.00
Additional Bathroom	\$37.00	\$38.00
Additional Kitchen	\$37.00	\$38.00
COMMERCIAL AND NON-NEW RESIDENTIAL	CURRENT FEE	PROPOSED FEE
Sanitary Sewer - First 100 feet or less	\$41.00	\$42.00
Sanitary Sewer - Each additional 100 feet or fraction thereof	\$34.00	\$35.00
Storm – first 100 feet or less	\$41.00	\$42.00
Storm – Each additional 100 feet or fraction thereof	\$34.00	\$35.00
Water – first 100 feet or less	\$41.00	\$42.00
Water – Each additional 100 feet or fraction thereof	\$34.00	\$35.00
FIXTURES – FEE PER EACH	CURRENT FEE	PROPOSED FEE
Absorption valve	\$52.00	\$54.00
Backflow preventer	\$52.00	\$54.00
Backwater valve	\$52.00	\$54.00
Catch basin or area drain	\$52.00	\$54.00
Clothes washer	\$52.00	\$54.00
Dishwasher	\$52.00	\$54.00
Drinking fountain	\$52.00	\$54.00
Ejectors/sump pump	\$52.00	\$54.00
Expansion tank	\$52.00	\$54.00
Fixture cap	\$52.00	\$54.00
Floor drain/floor sink/hub drain	\$52.00	\$54.00
Garbage disposal	\$52.00	\$54.00
Hose bib	\$52.00	\$54.00
Ice maker	\$52.00	\$54.00
Primer	\$52.00	\$54.00
Residential fire sprinklers	\$52.00	\$54.00
Sink/basin/lavatory	\$52.00	\$54.00
Stormwater facility	\$52.00	\$54.00
Swimming pool piping	\$52.00	\$54.00
Tub/shower/shower pan	\$52.00	\$54.00
Urinal	\$52.00	\$54.00
Water closet	\$52.00	\$54.00
Water heater	\$52.00	\$54.00
Other – plumbing	\$52.00	\$54.00
Alternate potable water heating system	\$52.00	\$54.00
Interceptor/grease trap	\$52.00	\$54.00

Manholes	\$52.00	\$54.00
Roof drain (commercial)	\$52.00	\$54.00
If a plan check is required	65% of plumbing permit fee with a \$206.00 minimum.	65% of plumbing permit fee with a \$212.00 minimum.

PLUMBING, MEDICAL GAS – fee based on installation costs and system equipment, including but not limited to inlets, outlets, fixtures and appliances		
Valuation	CURRENT FEE	PROPOSED FEE
\$0 - \$5,000	\$1-\$1,000 \$56.65 \$1,001-\$5,000 \$56.65 for the first \$1,000 plus \$1.65 for each additional \$100 or fraction thereof, to and including \$5,000.	\$1-\$1,000 \$58.35 \$1,001-\$5,000 \$58.35 for the first \$1,000 plus \$1.70 for each additional \$100 or fraction thereof, to and including \$5,000.
\$5,001 - \$10,000	\$5,001-\$10,000 \$122.57 for the first \$5,000 plus \$10.30 for each additional \$1,000, or fraction thereof, to and including \$10,000	\$5,001-\$10,000 \$126.35 for the first \$5,000 plus \$10.61 for each additional \$1,000, or fraction thereof, to and including \$10,000
\$10,001 - \$100,000	\$10,001-\$50,000 \$174.07 for the first \$10,000 plus \$9.27 for each additional \$1,000 or fraction thereof, to and including \$50,000 \$50,001-\$100,000 \$544.87 for the first \$50,000 plus \$8.24 for each additional \$1,000 or fraction thereof, to and including \$100,000.	\$10,001-\$50,000 \$179.40 for the first \$10,000 plus \$9.55 for each additional \$1,000 or fraction thereof, to and including \$50,000 \$50,001-\$100,000 \$561.40 for the first \$50,000 plus \$8.49 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 and above	\$956.87 for first \$100,000 plus \$8.24 for each additional \$1,000 or fraction thereof	\$985.90 for first \$100,000 plus \$8.49 for each additional \$1,000 or fraction thereof
Residential Fire Suppression – Standalone System 13R, fee includes plan review [See Structural Fee section for Continuous Loop/Multipurpose System 13R]		
Square Footage of Area to be Covered		
0 – 2000 sq ft	\$180	\$185
2001 – 3600 sq ft	\$252	\$260
3601 - 7200 sq ft	\$270	\$278
7201 sq ft and greater	\$315	\$324
OTHER PLUMBING FEES	CURRENT FEE	PROPOSED FEE
Plumbing Plan Review	40% of commercial plumbing permit fee	40% of plumbing permit fee
Re-piping Replacing in-building water supply lines	\$150 for first floor \$38 for each additional story excluding basement	\$155 for first floor \$39 for each additional story excluding basement
Plumbing Plan Review – residential	40% of commercial plumbing permit fee	
Additional Plan Review – per hour	\$75.00/hour	\$77.00/hour

Reinspection – per each	\$75.00/each	\$77.00/each
Each additional inspection, above allowable – per each	\$75.00/each	\$77.00/each
Inspections for which no fee is specifically indicated (as required) – per hour	\$75.00/hour	\$77.00/each
Inspection outside of normal business hours – per hour	\$113.00/hour (minimum of 2 hour)	\$116.00/hour (minimum of 2 hour)
Investigation Fee – hourly	\$75.00/hour (minimum of 2 hour)	\$77.00/hour (minimum of 2 hour)

MISC FEES

TYPE OF APPLICATION	CURRENT FEE	PROPOSED FEE
Permit Reinstatement fee – to renew already expired permit, as eligible	\$25.00 (Reinstate within 60 days) plus state surcharge	\$26.00 (Reinstate within 60 days) plus state surcharge
Investigation Fee – hourly		\$77.00/hour (minimum of 2 hour)
Inspection outside of normal business hours – per hour		\$116.00/hour (minimum of 2 hour)
Permit Extension fee – to extend expiration on active permit; not subject to State Surcharge	\$75.00	\$77.00
Copy fees (up to 11"x17")	\$0.10 each	\$0.10 each
Returned Check fee (NSF)	\$25.00	Refer to City policy
Master Plans – Structural – setup fee	300.00	\$309.00
Master Plans – Structural – Initial review		65% of structural permit fee
Master Plans – Structural – second and subsequent reviews	10% of the proposed valuation	10% of structural permit fee
Seismic Surcharge – Structural/Mechanical – review required on all essential structures	1% of building permit fee	1% of building permit fee
Refund processing fee – not subject to State Surcharge	\$75.00	\$77.00
Scanning & oversized prints	Time & materials	Time & materials

Building permit fees for qualifying affordable housing projects per McMinnville Municipal Code, Section 3.10.060, are reduced by 50% (Resolution No. 2016-81).



STAFF REPORT

DATE: January 27, 2021
TO: Jeff Towery, City Manager
FROM: Mike Bisset, Community Development Director
SUBJECT: SDC Rates Resolution

Report in Brief:

This action is the consideration of a resolution establishing revised System Development Charges (SDCs) pertaining to parks and recreation, sanitary sewer, and transportation; and repealing Resolution No. 2020-14.

Background & Discussion:

Chapter 3.10 of the Municipal Code, as adopted by Ordinance No. 4980 on June 10th, 2014, includes provisions for imposing sanitary sewer, transportation, and parks and recreation system development charges (SDCs). Per Section 3.10.020 (B) of the Municipal Code, the SDCs should be adjusted annually, as allowed by Oregon Revised Statutes, to reflect the increase in construction costs.

Adjustments shall be calculated each January by the City Engineer based upon changes in the Engineering News Record Construction Index (ENR Index) for Seattle, Washington. The index for January 2021 has been issued, and the index grew by 6.0% for calendar year 2020 (the index went from 12,122.45 in January 2020 to 12,845.38 in January 2021).

Per the attached summary, the sanitary sewer SDC will increase \$201 for a single family home; the parks and recreation SDC will increase \$148 per dwelling unit; and the transportation SDC rate will increase \$176 per PM peak hour trip. The effective date of rate changes shall be July 1, 2021, and the revised SDC rates shall apply to applicable building permits filed on or after that date.

Note that SDC fees were adjusted by 0.9% on July 1, 2019, per Resolution 2020-14.

Attachments:

1. Resolution No. 2021-10
2. Ordinance 4980
3. Resolution 2020-14
4. SDC Rate Changes Summary

Fiscal Impact:

The purpose of the SDCs is to impose an equitable share of the public costs of capital improvements that increase system capacity upon those developments that create the need for or increase the demands on capital improvements.

Recommendation:

Staff recommends that the City Council adopt the attached resolution establishing revised System Development Charges (SDCs) pertaining to parks and recreation, sanitary sewer, and transportation.

RESOLUTION NO. 2021 - 10

A Resolution establishing revised System Development Charges (SDCs) pertaining to parks and recreation, sanitary sewer, and transportation; and repealing Resolution No. 2020-14.

RECITALS:

Chapter 3.10 of the Municipal Code, as adopted by Ordinance No. 4980 on June 10th, 2014, includes provisions for imposing sanitary sewer, transportation, and parks and recreation system development charges (SDCs).

The purpose of the SDCs is to impose an equitable share of the public costs of capital improvements that increase system capacity upon those developments that create the need for or increase the demands on capital improvements.

Per Section 3.10.020 (B) of the Municipal Code, the SDCs should be adjusted annually, as allowed by Oregon Revised Statutes, to reflect the increase in construction costs.

Adjustments shall be calculated each January by the City Engineer based upon changes in the Engineering News Record Construction Index (ENR Index) for Seattle, Washington.

The index for January 2021 has been issued, and the index grew by 6.0% for calendar year 2020 (the index went from 12,122.45 in January 2020 to 12,845.38 in January 2021).

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

1. Sanitary Sewer System Development Charge.

The Sanitary Sewer System Development Charge (SDC), as set by Resolution 2020-14 is revised to be \$3,547 per dwelling unit or equivalent dwelling unit (EDU).

2. Transportation System Development Charge.

The formula in Section 2 of Resolution 2020-14 is replaced by:

$$\frac{\$19,469,004 \text{ of capital improvement costs}}{7,230 \text{ net new PM peak hour trips}} = \$2,693 \text{ per net new PM peak hour trip (which is the SDC unit cost)}$$

3. Parks and Recreation System Development Charge.

The Parks and Recreation System Development Charge (SDC), as set by Resolution 2020-14, is revised to be \$2,617 per dwelling unit or dwelling unit equivalent (DUE).

4. Effective Date.

The effective date of this Resolution shall be July 1, 2021, at which time Resolution No. 2020-14 shall be repealed. The revised SDC rates shall apply to applicable building permits filed on or after July 1, 2021.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 9th day of March 2021 by the following votes:

Ayes: _____

Nays: _____

Approved this 9th day of March 2021.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

ORDINANCE NO. 4980

An Ordinance modifying the McMinnville Municipal Code provisions regarding system development charges.

RECITALS:

Chapter 3.10 of the Municipal Code includes provisions for imposing sanitary sewer, storm sewer, and parks and recreation system development charges (SDCs), and establishing administrative review procedures.

Resolution 1995-14 includes provisions for imposing transportation system development charges (SDCs), and establishing administrative review procedures.

The City is currently updating the transportation system development charge methodology and rate, and has determined that modifying Chapter 3.10 to include provisions for imposing transportation system development charges (SDCs) would lead to increased efficiencies and transparency.

Having considered the language of the proposed ordinance (attached hereto) at their June 10, 2014 meeting, the Council finds it is in the best interests of the City of McMinnville to approve the updates to the Municipal Code regarding the system development charges.

Now, therefore, THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

1. That the current Chapter 3.10 of the McMinnville Municipal Code is repealed in its entirety and the attached language will be incorporated into the McMinnville Municipal Code at Chapter 3.10.

Passed by the Council this 10th day of June 2014 by the following votes:

Ayes: Hill, Jeffries, Menke, Ruden, Yoder

Nays _____

Approved this 10th day of June 2014.



 COUNCIL PRESIDENT

Attest:

Approved as to form:



 CITY RECORDER



 CITY ATTORNEY

Chapter 3.10

SYSTEMS DEVELOPMENT

Sections:

3.10.010	Definitions.
3.10.015	Purpose.
3.10.017	Scope.
3.10.020	Systems development charge established.
3.10.030	Methodology.
3.10.040	Compliance with state law.
3.10.050	Collection of charge.
3.10.060	Exemptions.
3.10.070	Credits.
3.10.080	Appeal procedures.
3.10.090	Prohibited connection.

3.10.010 Definitions. The following words and phrases, as used in Chapter 3.10 of this code, have the following definitions and meanings:

A. "Capital improvement(s)" means public facilities or assets used for any of the following:

1. Sanitary sewers, including collection, transmission, treatment and disposal;
2. Storm sewers, including drainage and flood control;
3. Parks and recreation, including but not limited to mini-neighborhood parks, neighborhood parks, community parks, public open space and trail systems, buildings, courts, fields and other like facilities.
4. Street and transit improvements, including but not limited to signalization, channelization, widening, drainage work, sidewalks and pedestrian facilities, bicycle facilities, lighting, right-of-way acquisition, street extensions, railroad crossing protective devices, and other like facilities.

B. "Development", as used in Sections 3.10.020 through 3.10.090, means conducting a building or mining operation, or making a physical change in the use or appearance of a structure or land, which increases the usage of any capital improvements or which will contribute to the need for additional or enlarged improvements.

C. "Public improvement charge" means a fee for costs associated with capital improvements to be constructed after the effective date of the ordinance codified in this chapter. This term shall have the same meaning as the term "improvement fee" as used in ORS 223.297 through 223.314.

D. "Qualified public improvement" means a capital improvement that is required as a condition of development approval, identified in the plan and list adopted pursuant to ORS 223.309 and either:

1. Not located on or contiguous to property that is the subject of development approval; or

2. Located in whole or in part on or contiguous to property that is the subject of development approval and required to be built larger or with greater capacity than is necessary for the particular development project to which the systems development charge is related.

E. "Reimbursement fee" means a fee for costs associated with capital improvements constructed or under construction on the date the fee is adopted pursuant to Section 3.10.020.

F. "Systems development charge" means a reimbursement fee, a public improvement charge or a combination thereof assessed or collected at any of the times specified in Section 3.10.050. It shall not include connection or hookup fees for sanitary sewers or storm drains. Such fees are designed by the City only to reimburse the City for actual or average costs for such connections. Nor shall the SDC include costs for capital improvements which by City policy and state statute are paid for by assessments (or fees in lieu of assessments) for projects of special benefit to a property.

3.10.015 Purpose. The purpose of the systems development charge (SDC) is to impose an equitable share of the public costs of capital improvements that increase system capacity upon those developments that create the need for or increase the demands on capital improvements.

3.10.017 Scope. The systems development charge imposed by Chapter 3.10 is separate from and in addition to any applicable tax, assessment, charge, fee in lieu of assessment, or fee otherwise provided by law or imposed as a condition of development. A systems development charge is to be considered in the nature of a charge for service rendered or facilities made available, or a charge for future services to be rendered on facilities to be made available in the future.

3.10.020 Systems development charge established. A. Unless otherwise exempted by the provisions of this chapter or other local or state law, a systems development charge is imposed upon all new development within the City for transportation, parks and all new development inside and outside the boundary of the City that connects to or otherwise uses the sanitary sewer system or storm drainage system of the City. The City Manager is authorized to make interpretations of this section, subject to appeal to the City Council.

B. Systems development charges for each type of capital improvement may be created through application of the methodologies described in Section 3.10.030 of this code. The amounts of each systems development charge shall be adopted initially by Council resolution. Changes in the amounts shall also be adopted by resolution, except changes resulting solely from inflationary cost impacts. Inflationary cost impacts shall be measured and calculated each January by the City Engineer and charged accordingly. Such calculations will be based upon changes in the Engineering News Record Construction Index (ENR Index) for Seattle, Washington.

3.10.030 Methodology. A. The methodology used to establish a reimbursement fee shall consider the cost of then-existing facilities, prior contributions by then-existing users, the value of unused capacity, rate-making principles employed to finance publicly owned capital improvements, and other relevant factors. The methodology shall

promote the objective that future systems' users shall contribute an equitable share of the cost of then existing facilities.

B. The methodology used to establish the public improvement charge shall consider the cost of projected capital improvements needed to increase the capacity of the systems to which the fee is related and shall provide for credit against the public improvement charge for the construction of any qualified public improvement.

C. The methodology may also provide for a credit as authorized in Section 3.10.070.

D. Except when authorized in the methodology adopted under Section 3.10.030(A), the fees which are assessed or collected as part of a local improvement district or a charge in lieu of a local improvement district assessment, or the cost of complying with requirements or conditions imposed by a land use decision are separate from and in addition to the systems development charge and shall not be used as a credit against such charge.

E. The methodologies used to establish the systems development charge shall be adopted by resolution of Council. The specific systems development charge may be adopted and amended concurrent with the establishment or revision of the systems development charge methodology. The City Manager shall review the methodologies established under this section periodically and shall recommend amendments, if and as needed, to the Council for its action.

F. The formulas and calculations used to compute specific SDCs are based upon averages and typical conditions. Whenever the impact of the individual developments present special or unique situations such that the calculated fee is substantially disproportionate to the actual impact of the development, alternative fee calculations may be approved or required by the City Manager under prescribed administrative procedures. All data submitted to support alternate calculations under this provision shall be specific to the site and development under consideration. Major or unique developments may require special analyses to determine alternatives to the standard methodology.

3.10.040 Compliance with state law. A. The revenue received from the systems development charges shall be budgeted and expended as provided by state law. Such revenue and expenditures shall be accounted for as required by state law. Their reporting shall be included in the City's Comprehensive Annual Financial Report required by ORS Chapter 294.

B. The capital plan for capital improvements require by state law as the basis for expending the public improvement charge component of systems development charge revenues shall be the McMinnville Transportation System Plan; McMinnville Wastewater and Stormwater Master Plans and Capital Improvements Plan (CIP); adopted facilities plans; park master plans; the capital improvement plan of any other governmental entity with which the City has a cooperative agreement for the financing of commonly-used public improvements by the collection of system charges; provided such plans conform with state law and are consistent with the City's CIP and the City's comprehensive plan.

3.10.050 Collection of charge. A. The systems development charge is payable upon, and as a condition of, issuance of:

1. A building permit;
2. A development permit for development not requiring the issuance of a building permit;
3. A permit to connect to the water, sanitary sewer or storm drainage systems; or
4. A permit to construct a driveway or private street connection to a public street.

For those uses for which no permit is provided, including a change in occupancy that results in an increased system usage level, the final approval granted by the City approving the use or occupancy shall be deemed a building permit for the purpose of this chapter.

B. If development is commenced or connection is made to the street system, water system, sanitary sewer system or storm sewer system without an appropriate permit, the systems development charge is immediately payable upon the earliest date that a permit was required, and it will be unlawful for anyone to continue with the construction or use constituting a development until the charge has been paid or payment secured to the satisfaction of the City Manager.

C. Any and all persons causing, constructing, conducting, occupying or using the development or making application for the needed permit, or otherwise responsible for the development, are jointly and severally obligated to pay the charge, and the City Manager may collect the charge from any of them. The City Manager or his/her designee shall not issue any permit or allow connections described in subsection 3.10.050A until the charge has been paid in full or until an adequate secured arrangement for its payment has been made.

D. A systems development charge shall be paid in cash when due, or in lieu thereof, the City Manager may accept the delivery of a written agreement to pay if the written agreement is secured by collateral satisfactory to the City Manager or his/her designee. The collateral may consist of mortgage or trust deeds of real property, or an agreement secured by surety bond issued by a corporation licensed by state law to grant such undertakings, or by cash deposit, letter of credit, or other like security acceptable to the City Manager.

E. The person paying the systems development charge in installments may apply for deferral of the payments.

F. Industrial and commercial shell buildings which are erected for future tenants whose identities and use are not known at the time of construction are not required to pay the transportation systems development charge at the time a building permit is issued. In lieu of this payment, an industrial property owner or owners shall execute a note to the City in the amount of the systems development charge for general light industrial use. A commercial property owner or owners shall execute a note based upon the anticipated use as approved by the City Manager, or designee. Any such note shall become due and payable in one year, bear no interest and be recorded on the docket of City liens.

During the one year period, if the occupant of the structure is identified, the transportation systems development charge shall be calculated in accordance with the adopted methodology, and the then in effect rates, and shall immediately become due and payable. Upon payment in full, the interim note, as referenced above, shall be cancelled and returned to the property owner.

In the event that no occupant is identified during this one-year interim period and the structure continues vacant:

- 1) The note shall become due and payable in full; or
- 2) The property owner may request the City to accept a new note in the same amount for an additional one-year period subject to the same conditions set forth above. Only one extension will be granted.

3.10.060 Exemptions. The following are exempt from the systems development charge imposed in Section 3.10.020.

A. An alteration, addition, remodel, replacement or change in use that does not increase the use of capital improvements.

B. Housing for low-income or elderly persons which is exempt from real property taxes under state law.

3.10.070 Credits. A. As used in this section and in the definition of "qualified public improvements" in Section 3.10.010 the word "contiguous" means that part of a public improvement which abuts the development parcel.

B. When development occurs that must pay a systems development charge under Section 3.10.020 of this chapter, the systems development charge for the existing use shall be calculated and if it is less than the systems development charge for the proposed use, the difference between the systems development charge for the existing use and the systems development charge for the proposed use shall be the systems development charge required under Section 3.10.020. If the change in use results in the systems development charge for the proposed use being less than the systems development charge for the existing use, no systems development charge shall be required; however, no refund or credit shall be given.

C. The limitations on the use of credits contained in this subsection shall not apply when credits are otherwise given under Section 3.10.070. A credit shall be given for the cost of a qualified public improvement associated with a development. The credit provided for by this subsection shall be only for the public improvement charge charged for the type of improvement being constructed and shall not exceed the public improvement charge even if the cost of the capital improvement exceeds the applicable public improvement charge.

D. Applying the methodology adopted by resolution, the City Manager may grant a credit against the public improvement charge, the reimbursement fee, or both, for a capital improvement constructed as part of the development that reduces the development's demand upon existing capital improvements or the need for future capital improvements or that would otherwise have to be constructed at City expense under then-existing Council policies.

E. In situations where the amount of credit exceeds the amount of the systems development charge, the excess credit is not transferable to another development. It may be transferred to another phase of the original development.

F. Credit shall not be transferable from one type of capital improvements to another.

3.10.080 Appeal procedure. A. As used in this section, "working day" means a day when the general offices of the City are open to transact business with the public.

B. A person aggrieved by a decision required or permitted to be made by the City Manager or his/her designee under Sections 3.10.010 through 3.10.070 or a person challenging the propriety of an expenditure of systems development charge revenues may appeal the decision or the expenditure by filing a written request with the City Recorder for consideration by the City Council. Such appeal shall describe with particularity the decision or the expenditure from which the person appeals and shall comply with subsection D of this section.

C. An appeal of an expenditure must be filed within two years of the date of the alleged improper expenditure. Appeals of any other decision must be filed within ten working days of the date of the decision.

D. The appeal shall state:

1. The name and address of the appellant;
2. The nature of the determination or expenditure being appealed;
3. The reason the determination or expenditure is incorrect; and
4. What the correct determination or expenditure should be.

An appellant who fails to file such a statement within the time permitted waives his/her objections, and his/her appeal shall be dismissed.

E. Unless the appellant and the City agree to a longer period, an appeal shall be heard within thirty days of the receipt of the written appeal. At least ten working days prior to the hearing, the City shall mail notice of the time and location thereof to the appellant.

F. The City Council shall hear and determine the appeal on the basis of the appellant's written statement and any additional evidence he/she deems appropriate. At the hearing the appellant may present written or oral testimony and arguments personally, by counsel, or by other representative. The City may present written or oral testimony and arguments at this same hearing. The rules of evidence as used by courts of law do not apply.

G. The appellant shall carry the burden of proving that the determination or expenditure being appealed is incorrect and what the correct determination or expenditure should be.

H. The City Council shall render its decision within fifteen days after the hearing date and the decision of the Council shall be final. The decision shall be in writing but

written findings shall not be made or required unless the Council in its discretion, elects to make findings for precedential purposes. Any legal action contesting the Council's decision on the appeal shall be filed within sixty days of the Council's decision.

I. An appeal of the methodology used for calculating an SDC must be filed within sixty days following the adoption or modification of the resolution referred to in Section 3.10.030(E).

3.10.090 Prohibited connection. After the effective date of this chapter, no person may connect any premises for service, or cause the premises to be connected, to any sanitary sewer or storm sewer system of the city unless the appropriate systems development charge has been paid or payment has been secured as provided in this chapter.

RESOLUTION NO. 2020-14

A Resolution establishing revised System Development Charges (SDCs) pertaining to parks and recreation, sanitary sewer, and transportation; and repealing Resolution No. 2019-09.

RECITALS:

Chapter 3.10 of the Municipal Code, as adopted by Ordinance No. 4980 on June 10th, 2014, includes provisions for imposing sanitary sewer, transportation, and parks and recreation system development charges (SDCs).

The purpose of the SDCs is to impose an equitable share of the public costs of capital improvements that increase system capacity upon those developments that create the need for or increase the demands on capital improvements.

Per Section 3.10.020 (B) of the Municipal Code, the SDCs should be adjusted annually, as allowed by Oregon Revised Statutes, to reflect the increase in construction costs.

Adjustments shall be calculated each January by the City Engineer based upon changes in the Engineering News Record Construction Index (ENR Index) for Seattle, Washington.

The index for January 2020 has been issued, and the index grew by 0.9% for calendar year 2019 (the index went from 11,444.11 in January 2018 to 12,008.39 in January 2019).

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

1. Sanitary Sewer System Development Charge.

The Sanitary Sewer System Development Charge (SDC), as set by Resolution 2019-09 is revised to be \$3,346 per dwelling unit or equivalent dwelling unit (EDU).

2. Transportation System Development Charge.

The formula in Section 2 of Resolution 2019-09 is replaced by:

$$\frac{\$18,366,985 \text{ of capital improvement costs}}{7,230 \text{ net new PM peak hour trips}} = \$2,540 \text{ per net new PM peak hour trip (which is the SDC unit cost)}$$

3. Parks and Recreation System Development Charge.

The Parks and Recreation System Development Charge (SDC), as set by Resolution 2019-09, is revised to be \$2,469 per dwelling unit or dwelling unit equivalent (DUE).\

4. Effective Date.

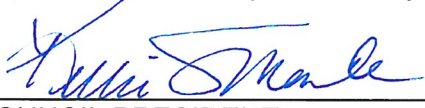
The effective date of this Resolution shall be July 1, 2020, at which time Resolution No. 2019-09 shall be repealed. The revised SDC rates shall apply to applicable building permits filed on or after July 1, 2020.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 25th day of February 2020 by the following votes:

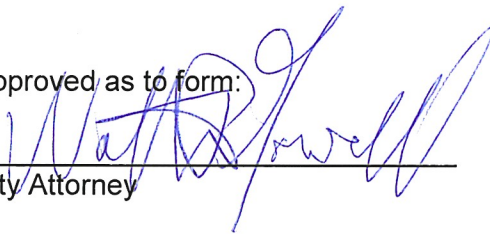
Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Stassens

Nays: _____

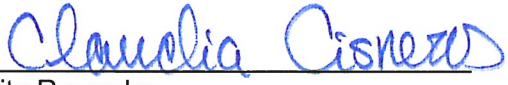
Approved this 25th day of February, 2020.



COUNCIL PRESIDENT

Approved as to form:


City Attorney

Attest:


City Recorder

Revised 2021/22 SDC's

Engineering News Record Construction Cost Index - Seattle	
Jan-20	12,122.45
Jan-21	12,845.38
6.0% = Annual increase	

SDC RATES	Current	FY21/22	Difference
SANITARY SDC	\$ 3,346	\$ 3,547	\$ 201
PARKS SDC	\$ 2,469	\$ 2,617	\$ 148
TRANSPORTATION SDC			
Capital costs	\$ 18,366,985	\$ 19,469,004	
Total New PM peak trips	7,230	7,230	
Rate (per PM pk hr trip)	\$ 2,540	\$ 2,693	\$ 153



STAFF REPORT

DATE: September 9, 2020
TO: Jeff Towery, City Manager
FROM: Mike Bisset, Community Development Director
SUBJECT: Apron & Taxilane Rehabilitation Project, Project 2017-10

Report in Brief:

This action is the consideration of a resolution amending the contract for Personal Services with Century West Engineering, Inc. for the Apron & Taxilane Rehabilitation Project at the McMinnville Municipal Airport, Project No. 2017-10.

Background:

This apron and taxilane project at the McMinnville Municipal Airport project consists of reconstructing approximately 9,345SY of aircraft apron, design apron geometry and size to accommodate 19 current tie down positions, demolition and removal of existing pavement, preparations of a pavement sections design based on the anticipated aircraft using the apron, possible subgrade stabilization, drainage structures and underdrains, shoulder work, pavement markings, and construction of new tie down anchors.

Construction is expected to begin in August of 2021, and be completed in October 2021.

Discussion:

In late 2017, the City completed a Request for Proposals (RFP) process seeking multi-disciplinary design teams headed by qualified, licensed, professional engineers to provide environmental, design, and construction support services for the Apron & Taxilane Rehabilitation project. Century West Engineering, Inc. was selected to perform those services.

On May 8, 2018, City Council authorized a Personal Services Contract, via Resolution 2018-20, for phase 1 of the project work (design and environmental consulting services) with Century West Engineering, Inc. related to the Apron Rehabilitation Project.

In June 2018, the Amendment No. 1 to the Personal Services Contract was approved, extending the extending the contract time because of unanticipated delays for the project environmental work.

The project design and environmental work was completed in 2020, and the project construction was publicly bid.

On September 8, 2020, City Council approved resolution 2020-55 accepting Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant 3-41-0036-019-2020, in the amount of \$1,467,207, for the construction of the Apron Rehabilitation Project.

FAA AIP grant 3-41-0036-019-2020 included \$189,825 for Century West Engineering, Inc. to provide project inspection and construction services for the project. The remainder of the grant (\$1,272,382) will cover the construction contract awarded to K&E Excavating via Resolution 2020-58. The FAA AIP grant will cover 100% of the project construction costs, and no City match is required.

The proposed scope of work for Amendment No. 2 to the Personal Services contract with Century West Engineering, Inc., in the amount of \$189,825, is attached. The FAA has reviewed and approved the scope of work and cost.

Attachments:

1. Proposed Resolution No. 2021-11
2. Proposed Contract Amendment No. 2 – CWE
3. FAA Approval of Engineering Construction Services
4. Approved Contract Amendment No. 1 - CWE
5. Resolution 2018-20: CWE Personal Services Contract
6. Resolution 2020-55: FAA AIP Grant 3-41-0036-019-2020
7. Resolution 2020-58: K&E Bid Award

Fiscal Impact:

Funding for the construction of this project will be covered by the Federal Aviation Administration via an airport improvement grant, and the project will be included in the City's Airport Fund (Fund 25) FY22 budget.

Recommendation:

Staff recommends that the City Council adopt the attached resolution approving Amendment No. 2 to the Personal Services Contract with Century West Engineering, Inc. for the Apron & Taxilane Rehabilitation Project at the McMinnville Municipal Airport, Project No. 2017-10, in the additional amount of \$189,825.

RESOLUTION NO. 2021 - 11

A Resolution Amending the Contract for Personal Services to Century West Engineering, Inc. for the Apron & Taxilane Rehabilitation Project at the McMinnville Municipal Airport, Project No. 2017-10.

RECITALS:

On May 8, 2018, City Council authorized a Personal Services Contract for design and environmental consulting services with Century West Engineering, Inc. related to the Apron & Taxilane Rehabilitation Project.

In June 2018, the Amendment No. 1 to the Personal Services Contract was approved, extending the extending the contract time because of unanticipated delays for the project environmental work.

The project design and environmental work was completed in 2020, and the project construction was publicly bid.

On September 8, 2020, City Council approved Resolution 2020-55 accepting Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant 3-41-0036-019-2020, in the amount of \$1,467,207, for the construction of the Apron & Taxilane Rehabilitation Project.

FAA AIP grant 3-41-0036-019-2020 included \$189,825 for Century West Engineering, Inc. to provide project inspection and construction services for the project.

The proposed scope of work for Amendment No. 2 to the Personal Services contract with Century West Engineering, Inc., in the amount of \$189,825, is attached.

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

1. That Amendment No. 2 to the Personal Services Contract with Century West Engineering, Inc. for the Apron & Taxilane Rehabilitation Project at the McMinnville Municipal Airport, Project No. 2017-10, in the additional amount of \$189,825, is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract amendment with Century West Engineering, Inc.
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 meeting held the 9th day of March 2021 by the following votes:

Ayes: _____

Nays: _____

Approved this 9th day of March 2021.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

AMENDMENT NO. 2
to the
PERSONAL SERVICES CONTRACT
for
McMINNVILLE MUNICIPAL AIRPORT APRON RECONSTRUCTION PROJECT
Project 2017-10

This Amendment No. 2 amends the Personal Services Contract, dated May 29, 2018, between the City of McMinnville (City) and Century West Engineering Corporation. (Contractor) for the McMinnville Municipal Airport Apron Reconstruction Project.

The parties mutually covenant and agree as follows:

1. EFFECTIVE DATE AND DURATION

The expiration date of the contract is extended to December 31, 2021.

2. STATEMENT OF WORK

The scope of work is modified to add construction period services per Exhibit A (attached).

3. CONSIDERATION

The total cost for services included in this Amendment No. 2 is \$189,824.95.

4. OTHER CONDITIONS / REQUIREMENTS

The terms and conditions of the Personal Services Contract, except as modified herein, dated May 29, 2018, remain in full force and effect.

For the City:
Approved:

By: _____

Title: City Manager

Date: _____

For the Contractor:
Approved:

By: 

Title: PRESIDENT

Date: 5/14/2020

Exhibit A
April 10, 2020
Scope of Work
Construction Period Services
for
McMinnville Municipal Airport
2021 Apron and Taxilane Rehabilitation Project

GENERAL

McMinnville Municipal Airport ('Airport') is owned and operated by the City of McMinnville ('City' or 'Sponsor'). The City has asked Century West Engineering ('Consultant') to assemble this scope of work to provide construction period services for the 2021 Apron and Taxilane Rehabilitation Project at the Airport. Construction related to the project is expected to occur August 2021 through October 2021.

The 2021 Apron and Taxilane Rehabilitation Project includes the following major work items:

- 1) Full depth reconstruction of existing asphalt aircraft apron and taxilane;
- 2) Replacement of 19 tie down positions within the aircraft apron limits;
- 3) Installation of drainage infrastructure (catch basins, manholes, and storm drain pipe) to provide for adequate drainage in the project vicinity;
- 4) Installation of pavement edge underdrains along new pavement edges;
- 5) Perform miscellaneous site grading to accommodate the apron (shoulder) work; and
- 6) Construction of new pavement markings.

TASK 1 – CONSTRUCTION PERIOD SERVICES

Objective: To conduct construction period services for the 2021 Apron and Taxilane Rehabilitation Project.

Approach: In order to accomplish this task, the Consultant will provide the following:

- 1) Prepare a construction management plan in accordance with FAA guidelines.
- 2) Carry out project administration including, but not limited to monitoring construction and project schedules, coordination of project with the City and FAA, monitoring and reporting technical and budget issues to the City and FAA, preparation of monthly consultant invoices for submittal to the City.

Administrative activities are assumed to occur between August 2021 and end of September 2021 (2 months).

- 3) Organize, conduct, and attend the pre-construction conference. The project manager and the resident engineer will attend the meeting. The Consultant will prepare an agenda and meeting notes for the meeting.
- 4) Organize, conduct, and attend the pre-paving meeting. The project manager and resident engineer will attend the meeting. The Consultant will prepare an agenda and meeting notes for the meeting.
- 5) Prepare and submit weekly inspection and progress reports to the FAA and the City. These reports will be submitted to FAA with other grant closeout documentation.
- 6) Assist the City with FAA AIP grant quarterly performance reports, and end of year reporting.
- 7) Provide on-site inspection during the project construction period. On-site activities will include observing and reviewing contractor work for conformance with the contract documents, making field measurements, preparing inspection reports, taking photographic documentation, addressing field questions, monitoring construction progress, conducting wage rate interviews, and field verifying construction quantities for pay requests.

Consultant will conduct weekly construction coordination meetings and site visits with the Contractor and the City. The resident engineer will attend the meetings. An agenda and meeting minutes will be prepared for each meeting.

Activities related to this task are expected to occur over a 51 calendar day period, an allowance of 14-hours per day for the resident engineer is assumed for this effort.

- 8) Previously conducted investigations have found streaked horned lark (SHLA), which are federally listed as a 'threatened' species, within the Airport property limits. The USFWS issued a Biological Opinion for this project on August 28, 2019. The Consultant will coordinate and conduct SHLA surveying and reporting in accordance with the Terms and Conditions listed on page 19 of the Biological Opinion. This will include:
 - Conduct a SHLA survey of the project area (including the apron area, contractor staging area and haul routes) one to four days prior to construction activities starting. The pre-construction survey will be performed by a Principal Biologist and a Sr Biologist.

The Consultant will prepare a report that includes the results of the pre-construction survey and the data collected during the monitoring.

It is assumed that no SHLA will be observed during the pre-construction survey. Responding to such an observation would require additional agency consultation and coordination and would therefore be outside the present scope.

- 9) Conduct materials acceptance testing. Consultant will provide testing personnel and equipment necessary to perform acceptance testing, including:

Asphalt pavement testing to FAA (P-401 specifications) requirements for surface course asphalt. Asphalt testing is based on using a remote laboratory, and does not include a need for an asphalt test strip. Based on the size of the project (the total estimated asphalt tonnage is approximately 2,500 tons) it is assumed that paving operations will take place for 5 days.

These assumptions form the basis for materials testing on the project. Actual effort is dependent on contractor operations, work plans, production rates, equipment and schedules. The assumed effort may vary depending on how the construction work is phased and executed by the contractor. Additional testing, if required, or if different, caused by how the contractor phases/executes the paving operation, will be conducted as extra work under an amendment to this scope, if necessary.

Compaction testing of fills, subgrade, subbase, concrete, and base courses are not included. These tests will be conducted by others, if necessary, as described in the project bidding documents. Testing and reports conducted by others will be reported, submitted and reviewed by the Engineer for approval, in accordance with the project bidding documents.

- 10) Answer questions, provide clarifications, respond to RFI's and prepare change orders (including cost analyses).
- 11) Coordinate required closures and Notice(s) to Airmen ("NOTAM's") with the City, FBO and Airport Manager. Prepare Strategic Event Notification forms for submittal to FAA.
- 12) Review material, product, and shop drawing submittals provided by the contractor.
- 13) Confirm monthly construction payment estimates and submit those estimates to the City with confirmation documentation. 2 monthly pay requests are anticipated.
- 14) Conduct a final inspection with the City, FAA, and contractor.
- 15) Prepare punch list items as necessary. Verify completion of listed items.
- 16) Prepare a final closeout report in accordance with FAA requirements. The Consultant will upload the report to FAA's share point system once it is complete.
- 17) Prepare "as-constructed" drawings on electronic media (AutoCAD Version 2000 & PDF) and 1 reproducible copy of drawings for the City. A CAD and PDF copy of the as-builts will also be provided to FAA.

- 18) Update the Airport Layout Plan (ALP) with “as-constructed” information. (Utilize existing CAD drawing supplied by the City.) The ALP set consists of 8 sheets that will require updating. One (1) unsigned drawing set, calling out the changes that were made during construction, will be provided to FAA for review. Once approved, three (3) copies of the drawing set, two signed and one unsigned, will be provided to FAA. One (1) signed hardcopy and CAD copy of the final drawing set will be provided to the City.

PROJECT TITLE:
 CLIENT:
 JOB NUMBER:

CONSTRUCTION MANAGEMENT SERVICES for 2021 APRON AND TAXILANE REHABILITATION PROJECT
 CITY OF MCMINNVILLE MUNICIPAL AIRPORT
 TBA

PROJECT TASK	VICE	SR PROJ	PROJ	PROJ	RES	CADD	CLER.	TOTAL	PROJECT	TASK
	PRESIDENT	MGR	MGR	ENGR	ENGINEER	TECH				
	\$215.00	\$195.00	\$160.00	\$115.00	\$108.00	\$85.00	\$75.00			
TASK 1-Construction Period Services										\$167,789.00
1 Prepare Construction Management Plan	8	12	16	20	0	0	8	64	\$9,520.00	
2 Project Administration (2 months)	8	40	42	44	0	0	12	146	\$22,200.00	
3 Conduct Pre-Construction Conference	0	0	8	0	8	0	2	18	\$2,294.00	
4 Conduct Pre-Paving Meeting	0	0	8	0	0	0	2	10	\$1,430.00	
5 Prepare and Submit Weekly Inspection Reports	0	0	8	8	0	0	2	18	\$2,350.00	
6 Prepare and Submit FAA Grant Quarterly Reports	0	4	8	8	0	0	2	22	\$3,130.00	
7 On-Site Observation (51 days @ 14 hrs/day)	0	0	0	0	714	0	0	714	\$77,112.00	
8 Coordinate SHLA survey	0	0	2	2	0	0	0	4	\$550.00	
9 Coordinate QA Testing	0	0	2	4	0	0	0	6	\$780.00	
10 Ans. Questions/Clarif. (7 weeks @ 12 hrs/wk)	0	22	26	28	0	8	0	84	\$12,350.00	
11 Coordinate Closures, NOTAM's, etc.	0	4	0	8	0	0	0	12	\$1,700.00	
12 Review Material, Product, Shop Dwg Submittals	0	4	24	16	0	0	4	48	\$6,760.00	
13 Prepare, Review, & Confirm Monthly Pay Estimates	0	2	2	4	0	0	2	10	\$1,320.00	
14 Final Inspection	0	0	8	0	8	0	1	17	\$2,219.00	
15 Prepare Punchlist Items, Verify Completion	0	2	4	8	8	0	2	24	\$2,964.00	
16 Final Engineer's Report	4	8	24	40	4	4	6	90	\$12,082.00	
17 "As-Constructed" Drawings (approx 17 sheets)	2	2	2	4	6	20	2	38	\$4,098.00	
18 Update ALP w/ "As-Constructed" Info (8 sheets)	2	2	2	8	0	32	2	48	\$4,930.00	
Labor Subtotal	24	102	186	202	748	64	47	1373	\$167,789.00	

EXPENSES:

Travel:	Cost	Air	Ground	R.T.	
	Per Unit	Trips	Trips	Days	Miles
Lodging	\$100.00			54	
Rental Car/Fuel/Mileage	\$0.55		54		72
Airfare	\$0.00		0		0
Meals	\$30.00			57	

Misc. expenses:

MISC	\$500.00
PHOTO COPIES	\$500.00
POSTAGE	\$300.00
PRINTING	\$1,000.00
PLOTTING	\$400.00
FIELD SUPPLIES	\$1,250.00

Sub-Consultants:

1. ESA	\$5,400.00
2. Carlson Testing	\$3,437.55

Subtotal - Expenses	\$13,198.40
Subtotal - Subconsultants	\$8,837.55
Total -	\$189,824.95



U.S. Department
of Transportation
**Federal Aviation
Administration**

Seattle Airports District Office
2200 South 216th St
Des Moines, WA 98198

May 7, 2020

Mike Bisset
McMinnville Municipal Airport
City of McMinnville
4000 Cirrus Ave
McMinnville, OR 97128

**AIP Project 3-41-0036-019-2020
Engineering Services During Construction
Apron Rehabilitation**

We have reviewed your scope of work and fee proposal for engineering services during construction related to the project identified above.

The fixed fee of \$189,824.95 for engineering construction services is approved, subject to the following conditions.

1. Please note that this is a maximum fee and the sponsor can only be reimbursed for actual costs incurred.
2. Any amendments to this engineering agreement will require Federal Aviation Administration (FAA) approval.
3. If the amendments occur after the grant is issued, they will be subject to availability of funds.

Work items, covered in this scope, which are constructed and completed for use are eligible for reimbursement under this grant. Any work items that are not carried out to construction completion are not eligible for reimbursement under this grant.

Please be reminded that the Final Closeout Report should be submitted per FAA requirements.

Federal participation is contingent upon design conforming to FAA standards and specifications, and construction conforming to the contract documents.

We encourage all sponsors to review their engineering services and construction agreements in detail and be familiar with them. Under the AIP, the sponsor is responsible for all contractual obligations. The sponsor is the responsible authority regarding the settlement and satisfaction of all contractual and administrative issues arising from the procurements entered into, in support of an AIP grant.

If you have any questions, please call me at 206.231.4142.

Sincerely,

Ian Bradshaw
Civil Engineer, SEA-648

cc: Bryan Condon, PE - Century West Engineering

AMENDMENT NO. 1

to the

PERSONAL SERVICES CONTRACT

for

**McMINNVILLE MUNICIPAL AIRPORT APRON RECONSTRUCTION PROJECT
Project 2017-10**

This Amendment No. 1 amends the Personal Services Contract, dated May 29, 2018, between the City of McMinnville (City) and Century West Engineering Corporation. (Contractor) for the McMinnville Municipal Airport Apron Reconstruction Project.

The parties mutually covenant and agree as follows:

1. EFFECTIVE DATE AND DURATION

The expiration date of the contract is extended 12 months (June 30, 2020).

2. STATEMENT OF WORK

The scope of work remains the same. No additional scope is propose in this, Amendment No. 1. This amended is to extended the contract time because of unanticipated delays for the environmental work associated with the apron project.

3. CONSIDERATION

The total cost for services remains the same.

4. OTHER CONDITIONS / REQUIREMENTS

The terms and conditions of the Personal Services Contract, except as modified herein, dated June 5, 2017, remain in full force and effect.

For the City:

Approved:

By: _____

Title: City Manager

Date: _____

For the Contractor:

Approved:

By:  _____

Title: Project Manager _____

Date: 6/12/2019 _____

RESOLUTION NO. 2018-20

A Resolution awarding the Personal Services Agreement contract for Environmental, Design, and Bidding services for the Apron Rehabilitation Project, Project 2017-10.

RECITALS:

The Apron Rehabilitation Project is the next project listed in the Airport Capital Improvement Plan (CIP) list and that is updated on an annual basis with the Federal Aviation Administration (FAA).

On October 2, 2017, the City issued a Request for Proposals for qualified firms to provide consulting services for work related to the Airport Apron Rehabilitation Project. This project will include reconstructing approximately 9,345SY of aircraft apron to accommodate 19 current tie down positions; the demolition and removal of existing pavement; the preparation of pavement sections to accommodate the anticipated aircraft using the apron; possible subgrade stabilization; and the installation of drainage structures and underdrains, shoulder work, pavement markings, and new tie down anchors.

Proposals were due on November 3, 2017 and one proposal was received from Century West Engineering Inc. Two other firms, Precision Approach Engineering Inc. and WHPacific Inc. came out to look at the project but it didn't fit within their current work load and therefore they did not submit a proposal. Century West Engineering, Inc. has been the Engineer of Record for the last several years for airport related projects.

The attached Personal Services Contract includes environmental and design services, surveying, project management, geotechnical investigations, inner agency coordination, FAA reporting, and bidding services for the Apron Rehabilitation Project. This first phase of the project is estimated to cost \$276,205.00.

The project is funded by a forthcoming FAA-AIP grant (Application in process) whereas the FAA funds 90% of the project and the City is responsible for the 10% match. The City's match will be funded by an Oregon Department of Aviation (ODA) Critical Oregon Airport Relief (COAR) grant the City was awarded on February 13, 2018. Grant funding and project costs are included in the FY18 and FY19 Airport Fund (Fund 25) budgets.

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

1. That the Personal Services Agreement contract with Century West Engineering, Inc. in the amount of \$276,205.00, for the first phase of design for the Apron Rehabilitation Project, Project 2017-10, is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the Personal Services Agreement contract.
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 8th day of May 2018 by the following votes:

Ayes: Drabkin, Garvin, Menke, Peralta, Ruden, Stassens

Nays: _____

Approved this 8th day of May 2018.



MAYOR

Approved as to form:



CITY ATTORNEY

CITY OF McMinnville, Oregon

**PERSONAL SERVICES CONTRACT
for
McMinnville Municipal Airport
Apron Reconstruction Project**

This Contract is between the CITY OF McMinnville, a municipal corporation of the State of Oregon (City) and Century West Engineering, Inc. (Contractor). The City's Project Manager for this Contract is Rich Spofford, Engineering Services Manager.

The parties mutually covenant and agree as follows:

- 1. Effective Date and Duration.** This contract is effective on the date at which every party has signed the contract and will expire, unless otherwise terminated or extended, on June 30, 2019.
- 2. Statement of Work.** The work to be performed under this contract consists of Environmental, Design, and Bidding Services related to the Apron Reconstruction Project. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. The Statement of the Work reflects both the work anticipated and the fees the Contractor will charge for each component of that work. The work provided will be guided by the Statement of the Work, but the Contractor will, with the approval and direction of the City, perform services in such a way as to ensure constant progress is being made to achieve the City's end goals in the most efficient manner possible.
- 3. Consideration.**
 - a. City agrees to pay Contractor for actual hours worked, and allowable expenses incurred for accomplishing the work required by this contract, with a total sum not to exceed \$276,205.00.
 - b. Contractor will furnish with each invoice for services an itemized statement showing both the work performed and the number of hours devoted to the project by the Contractor and its agents. City will pay the Contractor for services within 30 days of receiving an itemized bill that has been approved by the Project Manager.
 - c. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.
- 4. Additional Services.** Additional services, not covered in Exhibit A, will be provided if mutually agreed upon by the parties and authorized or confirmed in writing by the City, and will be paid for by the City as provided in this Contract in addition to the compensation authorized in subsection 3a. If authorized by the City, the additional services will be performed under a series of Task Orders defining the services to be performed, time of performance, and cost for each phase of services.

[CONTINUED ON NEXT PAGE]

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print):

CENTURY WEST ENGINEERING CORPORATION

Address:

5331 SW MACADAM AVE, SUITE 287
PORTLAND, OR 97239

Social Security #: NA

Federal Tax ID #: 93-0584951

State Tax ID #: 007243-2

Citizenship: Nonresident alien Yes No

Business Designation (check one): Individual Sole Proprietorship Partnership

Corporation Government/Nonprofit

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

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

Signed by Contractor:



Signature/Title JOSEPH ROSHAK, PRESIDENT

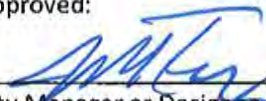
5/29/18

Date

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

CITY OF McMINNVILLE SIGNATURE

Approved:




City Manager or Designee

5-31-18

Date

Reviewed:



City Attorney or Designee

5-30-18

Date

CITY OF McMinnville
STANDARD TERMS AND CONDITIONS FOR PERSONAL SERVICES CONTRACTS

1. Contractor is Independent Contractor.

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

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

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

d. If Contractor is a contributing member of the Public Employees' Retirement System, City will withhold Contractor's contribution to the retirement system from Contractor's compensation or payments under this contract and make a corresponding City contribution. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this contract, except as a self-employed individual.

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

3. No Third Party Beneficiaries. City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

4. Successors in Interest. The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.

5. Early Termination

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

b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other party. Prior to termination, however, the party seeking the termination will give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

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

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

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

7. Remedies

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

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

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

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

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

10. Compliance with Applicable Law. Contractor will comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including, without limitation, the provisions of ORS 279B.220, 279B.230, and 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

11. Indemnity and Hold Harmless

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

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

12. Insurance. Contractor will provide insurance in accordance with Exhibit C.

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

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

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

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

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

18. Standard of Care. The standard of care applicable to Contractor's/Consultant's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed.

EXHIBIT A
STATEMENT OF THE WORK

(See attached)

EXHIBIT B
COMPLIANCE WITH APPLICABLE LAW

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

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

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

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

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

279B.230 Condition concerning payment for medical care and providing workers' compensation.

(1) Every public contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

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

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

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

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

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

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

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

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

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

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

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

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

day or in excess of 40 hours in any one week, whichever is greater.

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

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

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

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

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

**EXHIBIT C
INSURANCE**

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

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

1. **Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027).
 Required by City I am exempt. Signed _____

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

3. **General Liability** insurance, on an occurrence basis, with a combined single limit of not less than
 \$1,200,000, \$2,000,000, or \$3,000,000 each occurrence for Bodily Injury and Property Damage. It must include contractual liability coverage. This coverage will be primary and non-contributory with any other insurance and self-insurance.
 Required by City Not required by City By: _____ RAS

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


5. **Notice of cancellation or change.** There will be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without prior written notice from the Contractor or its insurer(s) to the City.

6. **Certificates of insurance.** As evidence of the insurance coverages required by this contract, the Contractor will furnish acceptable insurance certificates to the City at the time the Contractor returns the signed contracts. For general liability insurance and automobile liability insurance, the certificate will provide that the City, and its agents, officers, and employees, are additional insureds, but only with respect to Contractor's services to be provided under this contract. The certificate will include the cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of commercial general liability, business automobile liability, and excess/umbrella liability insurance policies will be provided to the City in the event that the City receives a tort claim notice pursuant to ORS 30.275 or is named in any lawsuit or other claim which the City reasonably believes is subject to the Contractor's indemnity obligation. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.

EXHIBIT D
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR
(Contractor complete A or B below, Project Manager complete C below.)

A. CONTRACTOR IS A CORPORATION

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

<u>CENTURY WEST ENGINEERING CORPORATION</u>		<u>5/29/18</u>
Entity	Signature	Date

B. CONTRACTOR IS INDEPENDENT.

Contractor certifies he/she meets the following standards:

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

Contractor Signature	Date
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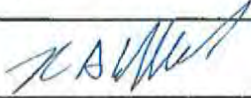
(Project Manager complete C below.)

C. CITY APPROVAL

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

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results,
2. The Contractor is responsible for obtaining licenses under ORS chapters 671 and 701 when these licenses are required to provide the services,

3. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The Contractor has the authority to hire and fire employees to provide or assist in providing the services, and
5. The person is customarily engaged in an independently established business as indicated in B. 4 above.



05/29/18

Project Manager Signature

Date

Exhibit A
March 27, 2018
Scope of Work
Engineering Design and Environmental Services
for
McMinnville Municipal Airport
Apron Reconstruction Project

GENERAL

The general scope of work is to provide engineering design services and environmental studies for reconstruction of the eastern portion of the aircraft apron at McMinnville Municipal Airport (MMV). The project area encompasses approximately 9,345 SY. See attached exhibit for project area. The specific areas noted for reconstruction are coded A01MM-01, A01MM-02, A01MM-03, and A01MM-04 in the most recent PCI study completed in 2015. The 2015 PCI study recommended full depth reconstruction of these areas.

This scope of work details activities and work elements needed to conduct the necessary predesign, environmental studies, identify permits, and perform design and bidding services for the work.

The improvements include:

1. Reconstruction of approximately 9,345 SY of aircraft apron, with the possibility of the expansion of apron limits into areas that are currently not paved.
2. Design apron geometry and size to accommodate 19 current tie down positions. The existing apron currently accommodates 19 tie downs.
3. Bid documents will be prepared with a base bid and an additive alternative so that construction work can be correlated to available funding.
4. Demolition and removal of the existing apron pavement.
5. Preparation of a pavement section design based on the anticipated aircraft using the apron.
6. Consideration of subgrade stabilization for weak subgrade soils in the pavement construction.
7. Construction of drainage structures (Catchbasins, Manholes, etc.).
8. Construction of pavement underdrains.
9. Miscellaneous site grading to accommodate the apron (shoulders) work.
10. Construction of new pavement markings.
11. Construction of new tie down anchors.

Due to anticipated funding limitations, it is anticipated that the project bidding documents will be developed as a Base Bid (A01MM-3 & A01MM-4) with one additive alternative (A01MM-1 & A01MM-2). It is anticipated that all work will be considered AIP eligible. Design services will be performed in accordance with applicable FAA standards listed on

the current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects-most current version.

Based on past projects at MMV, the anticipated impacts of the apron reconstruction, and direction from FAA environmental staff, it is anticipated that the environmental work will result in a documented CatEx report that focuses on the following elements:

1. A Streak Horned Lark Survey and Biological Assessment (BA) within the STUDY AREA
2. A review of potential wetlands within the STUDY AREA
3. Identification of permits required for construction

All other impact categories on FAA's CatEx Checklist form will be addressed from locally available and/or past information developed on prior projects, and cursory agency contacts.

This scope of work is divided into 2 work phases that will occur concurrently: Phase I-Pre design and Environmental Study Services; Phase II-Design and Bidding Services. The activities and work elements for each phase are described in the scope of work that follows.

PHASE I – PREDESIGN AND ENVIRONMENTAL STUDY SERVICES

The timing of construction for the apron reconstruction project will depend on the availability of funding (FAA AIP and local match) and the outcome of environmental study. Anticipated timing is as follows:

2018-Conduct pre design/environmental studies and project design activities

2019-Conduct project bidding and Construction of the Improvements

The objective of the proposed action is to reconstruct the existing apron to restore its useful life, restore the surface, and to improve operational safety for existing users.

Based on the composition of the proposed action, the size of the affected project area, and the limited number of significant environmental issues anticipated with this project, the proposed approach is to perform study and activities necessary to prepare a Documented CatEx Report (DCE), with focused study, field investigations and analysis on the following impact categories:

- Wetlands
- Endangered and Threatened Species
- Essential Fish Habitat
- Migratory Bird Act

For all other impact categories, documentation will be developed based on past project information, studies at the airport as well as cursory contacts with various agencies.

TASK 1 - PROJECT MANAGEMENT

Objective: Conduct project administration tasks as required for the CONSULTANT to provide supervision and direction for their employees and subconsultants, maintain the project schedule, prepare progress reports and project correspondence, prepare invoices for services rendered, and other project administrative tasks.

Products: Monthly progress billings, schedule updates, administrative activities.

TASK 2 – DESIGN SURVEYING

Objective: Conduct a topographic survey in order to obtain information of existing conditions in the project area to allow for the predesign effort.

Approach: This task includes the following:

1. Conduct a topographic survey as follows:
 - For apron work: The area includes a rectangular area (600'x 700') centered about the project area. Include all taxiways, other paved surfaces, service roads and other features within these limits. See the attached exhibit of project area.

Survey data for paved areas shall be collected on cross sections at a 25' max interval or a 25'x 25' max grid spacing.

Survey data for off pavement areas shall be collected on cross sections at a 50' max interval or a 50'x50' max grid spacing.

Map plainmetric features including grade breaks, interface between types of pavement (i.e. PCC and AC), pavement cuts, patches, and utility patches/trenches, prominent pavement joints that demark the 4 apron construction areas that coincide with the areas depicted in the 2015 PCI study.

The survey shall tie the Runway 4-22 centerline monuments at each end of runway pavement.

The topographic survey shall show existing pavement striping/markings, edge lights and reflectors, guidance signs (noting legend on each face, and foundation limits), ditches, swales, drainage structures, drainage outfalls, manholes, catch basins, inlets, fences, buildings, tie-down anchors, pavement edges (AC and PCC), gravel edges, utilities, test pits, pavement core locations, and other structures or surface features within the survey limits. Property line and boundary delineations is not included.

2. Locate flagging denoting wetland limits/boundaries or other flagging identifying other features identified by wetland scientists, wildlife biologists and the like. Location of these features should be done concurrently with the topographic survey if possible. If it is not possible to locate these items concurrent with the topographic survey, make up to 3 trips to the site to locate the flagging.

3. Contact the Oregon Utility Notification Center (“one call”) to request utility locates within the survey limits.
4. Engage a utility locate firm to field locate and mark on-airport private utilities and coordinate on-airport utility locations with the airport. Coordinate the location of FAA owned facilities through the airport.
5. Using the data collected from survey develop a digital terrain model of the area surveyed.
6. Develop a contour map at a scale of 1”=50’ for use in the design. The contour interval shall be 0.2 feet.
7. Establish horizontal (NAD 83) and vertical control (NAVD 88) for the survey work at the airport. Establish one benchmark for elevation control and a minimum of three points for horizontal control. If they exist, tie Airport Primary and Secondary Airport Control, PACS and SACS or Temporary Survey Monuments of record.
8. Elevations on hard surface areas, and for drainage structures shall be accurate to 0.04 feet and ground elevations on natural ground shall be accurate to 0.10 feet.

Products: Topographic survey of existing conditions in the project area.

TASK 3 – PRELIMINARY DESIGN

Objective: Conduct a preliminary design effort in order to provide the OWNER with alternatives for the new apron geometry. The OWNER will approve an approved layout, to be used for the environmental study.

Approach: This task includes the following:

1. Review past mapping, plans, documents and other available information pertaining to the project.
2. Prepare a preliminary geometry plan for the reconstructed apron. It is anticipated that due to current standards, the apron size may need to be expanded to retain the current number of tie down positions. Provide up to 6 alternative layouts for fixed-wing parking on the apron. Replacement of “lost” tie-down positions will be reviewed. No apron expansion justification study is anticipated. Suggestions for replacement of “lost” tie-down spaces will be made. Solicit approval of the preferred layout from the OWNER.
3. Assess constructability of phased construction of the apron reconstruction project, if needed due to funding availability. It is anticipated that the project bidding documents will be developed as a Base Bid (A01MM-3, A01MM-4) with one Additive alternative (A01MM-1, A01MM-2).

Products: 6 alternative layouts for a new apron, one of which will be the preferred layout.

TASK 4 – PROJECT DESCRIPTION AND STUDY AREA

Objective: Develop a project description, statement of purpose and need, and determine the study area caused by the proposed project.

Approach: Prepare a technical memo that can be used to describe the project to various agencies and interested parties. The memo will include a description the project’s purpose and need, existing conditions, proposed alternatives, study area, and desired outcomes of the project. The memo will include a site map, with aerial photo.

Products: Technical memo summarizing the study area, project description, and site map.

TASK 5 – INITIAL AGENCY COORDINATION

Objective: The objective of this task is to contact local, state and federal agencies that have formal responsibility for the specific impact categories listed in the FAA Standard Operating Procedures 5.1, CATEX Determinations dated October 1, 2014.

Approach: Using the technical memo developed in Task 4, make agency contact with various agencies requesting their comments with regard to potential impacts due to the proposed project. Our contact with the various agencies will request that agencies respond with letters or other documentation, noting their comments, concurrence or objections to the project.

Based on conversations with local Tribes a cultural resource study or surveys will be conducted and Section 106 consultation is anticipated by the consultant.

Products: The CONSULTANT will prepare and distribute a project information summary and contact letters and obtain responses or other documentation from the agencies listed below:

WATER QUALITY; AIR QUALITY	<i>Oregon Department of Environmental Quality</i>
WETLANDS	<i>U.S. Army Corps of Engineers; Oregon Division of State Lands</i>
HISTORIC, CULTURAL AND ARCHAEOLOGICARESOURCES	<i>NOT INCLUDED</i>
ENDANGERED AND THREATENED SPECIES OF FLORA AND FAUNA	<i>U.S. Department of Fish and Wildlife; U.S. National Marine Fisheries Service, Oregon Oregon Department of Fish & Wildlife, Oregon Natural Heritage Information Center</i>
BIOTIC COMMUNITIES	<i>Oregon Fish and Wildlife Department and U.S. Department of Fish and Wildlife; U.S. National Marine Fisheries Service</i>
FLOODPLAINS	<i>U.S. Army Corps of Engineers; FEMA</i>
FARMLAND	<i>U.S. Natural Resources Conservation Service; Yamhill County</i>
LAND USE COMPATIBILITY	<i>Yamhill County, City of McMinnville</i>

SOCIAL IMPACTS; INDUCED SOCIOECONOMIC IMPACTS; ENVIRONMENTAL JUSTICE	<i>Yamhill County, City of McMinnville</i>
SPECIAL LAND USES, DOT SECTION 4F LANDS	<i>Yamhill County; U.S. Department of Transportation</i>
ENERGY SUPPLY AND NATURAL RESOURCES	<i>Electrical Power Utility</i>
LIGHT EMISSIONS	<i>Yamhill County, City of McMinnville Planning Departments</i>
ESSENTIAL FISH HABITAT	<i>OR. Dept. of Fish & Wildlife; US Fish & Wildlife, NMFS</i>
MIGRATORY BIRD ACT	<i>OR. Dept. of Fish & Wildlife; US Fish & Wildlife, NMFS</i>
CUMULATIVE IMPACTS	<i>All Sources</i>
COASTAL MANAGEMENT ZONE PROGRAM	<i>NOT INCLUDED, NOT APPLICABLE</i>
WILD & SCENIC RIVER ACT	<i>U.S. Depts. Of Interior and Agriculture</i>
HAZARDOUS MATERIALS	<i>Oregon Department of Environmental Quality; local sources</i>
SOLID WASTE IMPACTS	<i>Yamhill County Planning Department; City of McMinnville</i>
CONSTRUCTION IMPACTS	<i>Oregon Department of Environmental Quality</i>

TASK 6 – PROJECT MEETINGS/SITE VISITS

Objective: The objective of this task is to conduct coordinated site visits and/or meetings with agencies that respond to the solicitations made in Task 5, with specific areas of interest of concern. Up to 3 meetings/site visits are anticipated.

Approach: Through on-site visits, the Agencies, CONSULTANT, OWNER and FAA will identify specific areas of concern and determine the parameters for any subsequent field work that may be required.

TASK 7 – DATA COLLECTION FOR SPECIFIC IMPACT CATAGORIES

Objective: The objective of this task is to prepare the analysis needed to evaluate the PROJECT impacts on specific impact categories listed in the FAA Standard Operating Procedures 5.1, CATEX Determinations dated October 1, 2014.

Approach: The CONSULTANT will conduct field analyses and make agency contacts to identify PROJECT impacts on the following specific impact categories:

- Wetlands
- Endangered and Threatened Species
- Essential Fish Habitat
- Migratory Bird Act
- Cultural Resources

Wetlands

Task 7.1 Wetland Reconnaissance

Conduct wetland reconnaissance based on the methodologies of the US Corps of Engineers *Wetland Delineation Manual Technical Report Y-87-1* (Environmental Laboratory, 1987) and the *Western Mountains, Valleys and Coast Region* regional supplement to the 1987 Manual. This manual provides the guidelines and methodology for defining the limits of wetlands and waterways. A minimum of one wetland determination data sample plot will be established in the lowest area on-site to evaluate the potential presence of jurisdictional wetlands. The estimated boundaries of wetlands and waterways will be hand drawn in the field on supplied figures. The purpose of the reconnaissance is to identify areas that might be regulated as jurisdictional wetlands, and therefore have additional ground disturbing restrictions or require a permit from Oregon Department of State Lands (DSL) or the US Army Corps of Engineers (Corps).

The results of the wetland reconnaissance will be documented in a technical memorandum. This will be intended for the project team only. The reconnaissance is not suitable for submittal or review by either DSL or the Corps. The memo will include information collected on the soils, hydrology, and vegetation of the project area. Graphics will show the study area and the general extent of wetlands (if any are found).

If wetlands are present on the site, additional study, agency coordination, or other tasks may be necessary. The following activity may be included as an optional service:

- Wetland boundary delineation

Corps/DSL Joint Permitting is outside this scope of services. Should this task, or other activities, be necessary, there would need to be an amendment to this scope of services.

Deliverables:

- Wetland Reconnaissance Technical Memorandum

Task 7.2 Wetland Delineation and Functional Assessment (Optional Services)

If directed, perform a wetland delineation using the methodology in the Corps of Engineers *Wetland Delineation Manual* (Experimental Laboratory, 1987) and the *Western Mountains, Valleys and Coast Regional Supplement*, as required by DSL and the Corps. This methodology is acceptable for determining wetland limits by both the Corps and DSL. Wetlands or waters will be evaluated to determine if they are jurisdictional (i.e., regulated) by the DSL and the Corps.

Perform fieldwork to delineate the boundaries of wetland areas. Wetland boundaries will be marked at approximately 20-foot intervals, or as necessary, with wire flags, wood stakes, or plastic flagging. Wetland boundary markers will

be labeled alpha-numerically to designate a specific wetland and flag location. In addition, record the delineated boundary and plot locations using a GPS unit with an accuracy acceptable by DSL.

Conduct a functional assessment and rate wetlands according to the Oregon Freshwater Wetland Assessment Methodology and the Hydrogeomorphic Approach for Assessing Wetland Functions as required by DSL.

Document the field findings in a Waters and Wetlands Delineation and Functional Assessment Report suitable for submission to the Corps and DSL (report will follow the DSL Wetland Delineation guidelines). The report will identify the locations of wetlands and other waters of the U.S. and the State of Oregon. The report will include sections detailing site conditions; methods used to delineate wetlands; a description of vegetation, soils and hydrology; findings including wetland classification and ratings; and regulatory implications. Forms for each data plot and graphics will be included to provide a clear representation of site conditions and findings. The report will also comply with functional assessment standards established by DSL.

Provide a draft report for the Airport and FAA review, and will revise the report based on comments received. Submit a final version of the delineation report to DSL for concurrence.

Deliverables:

- Wetland Delineation

Fish and Wildlife Review

Task 7.3 Biological Resources Review

The purpose of this task is to document habitat types and conditions and evaluate potential regulatory approval requirements. A list of ESA-protected fish species under NMFS' jurisdiction will be obtained from <http://www.nmfs.noaa.gov/pr/species/>. A list of *Federally Listed, Proposed, Candidate Species and Species of Concern Under the Jurisdiction of the Fish and Wildlife Service Which May Occur Within Yamhill County, Oregon* will be obtained from US Fish and Wildlife Service (USFWS). These lists will also be reviewed in concurrence with other records (e.g., StreamNet database, Oregon Natural Heritage Information Center [ORNHIC] database) to determine the potential presence of ESA-listed species in the project vicinity. In addition, review background information such as past environmental documentation and land use zoning and overlays.

There is believed to be an unnamed, non-fish bearing, intermittent drainage/stream to the west of the apron. Generally the flows in the drainage are from much of the airport's storm drain system that discharges at the very upstream end of the drainage, on the airport (via a large pipe). The drainage flows towards the South Yamhill River to the west. The drainage and the river are separated by a 4 to 5 foot elevation drop. It is anticipated that the apron

reconstruction project will not change drainage patterns. It will be determined during predesign whether or not the project will result in a net increase or decrease of impervious surface area. If there will be no new impervious surface and no new stormwater drainage that will be directed to the existing drainage ditches, it is assumed that the project would not affect listed fish species or designated critical habitat. A no effects call will be addressed in the technical memorandum.

Conduct a site visit to review site and habitat conditions. The findings of the site visit, including identified regulatory requirements will be summarized in a technical memorandum.

Deliverables:

- Biological Resources Technical Memorandum

Task 7.5 Biological Assessment

Prepare a Biological Assessment (BA) for submittal to the U.S. Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS) that assess the potential project impacts to federally listed species, species proposed for listing, and designated critical habitat. It is anticipated there will be no other federal nexus for the project, so the BA will be used by the FAA for Section 7 consultation with USFWS, therefore the BA will follow the USFWS's template (http://www.fws.gov/oregon/wo_Species/Lists/Documents/Sec7&BAGuidance.pdf). The BA will include the following information:

1. Description of proposed action (project).

A detailed description of the Apron Reconstruction project will be documented, including:

- **Who** is proposing the action and why (purpose and need) is the project needed?
- **Where** is the action?
- **What** is the proposed action? This section of the assessment will describe what is planned and the objectives of the action. This section will also include area of disturbance, best management practices to be implemented, conservation measures, etc.
- **How** is the action going to be implemented? Specific details, such as what type of equipment that could be used, how the action area will be accessed, etc. will be discussed.
- **When** will the action be implemented?

2. Description of listed and proposed species and critical habitat, status, distribution and habitat use by the species in the project area.

Identify which listed, proposed and candidate species and critical habitats may potentially be affected (beneficially or adversely) by the action. Describe how the species use the project area. This will be coordinated with USFWS.

3. Description of the action area.

This will include a description of all areas directly or indirectly affected by the proposed project, and a summary of the on-site inspection or survey data conducted for other projects, views of recognized experts (e.g., State and Federal agency biologists), and literature reviews.

4. Effects of the proposed action on listed and proposed species and designated or proposed critical habitat.

An analysis of the effects of the action on the species and their habitats including direct and indirect effects will be discussed, as well as effects that are interrelated and interdependent effects.

5. Description of measures to minimize effects to listed species, and proposed project monitoring.

To lessen potential impacts, methods that can be used to avoid, minimize and correct adverse short and long-term effects will be listed in the Biological Assessment. This may include exclusion fencing, monitoring during construction, or other avoidance measures. If monitoring is needed, a description of what will be monitored, who will monitor and the frequency of monitoring will be documented.

6. Determination of effect.

The effects determination for each listed and proposed species and designated and proposed critical habitat. Effects determinations may be:

- no effect;
- may affect, not likely to adversely affect (appropriate for actions that have only beneficial, insignificant, or discountable effects); or
- may affect, likely to adversely affect (appropriate for actions with effects to listed species or designated critical habitat that are not entirely insignificant, discountable or wholly beneficial).

7. Attachments.

Attachments will include all relevant information supporting the above categories such as maps, project design, drawings, specifications, photos of project site and adjacent area, site survey data, and literature cited.

Prepare a draft BA for review by the City of McMinnville and FAA. Incorporate comments received on the draft and produce a final that will be suitable for FAA's submittal to USFWS and NMFS for Section 7 consultation.

Deliverables:

- Draft Biological Assessment
- Final Biological Assessment

TASK 8 – PRELIMINARY FAA STATUS BRIEFINGS

Objective: The purpose of this task will be to present the preliminary findings resulting from agency contacts to the OWNER and FAA, as information is obtained.

Approach: The CONSULTANT will provide the FAA and the OWNER with a briefing of the results from the preceding tasks to determine if the FAA would require additional investigations, analysis, research, or documentation. Up to 3 status briefings are anticipated. The briefings will be conducted via a telephone conference call.

Product: The CONSULTANT will provide a summary of preliminary findings to the FAA and OWNER for review, prior to the status briefing. The CONSULTANT will prepare meeting minutes summarizing the briefing with FAA.

TASK 9 – FINAL FAA STATUS BRIEFING/NEPA DETERMINATION

Objective: A determination by FAA on the required level of NEPA review and documentation.

Approach: The CONSULTANT will brief the FAA on the recommendations and findings. This briefing will be conducted via a telephone conference call. Based on the briefing, and its review of findings, the FAA will determine whether a CatEx or Environmental Assessment is the required level of environmental review.

Product: A determination by the FAA on whether a CatEx or Environmental Assessment is the required level of environmental review.

TASK 10 –DOCUMENTED CATEGORICAL EXCLUSION FORM AND REPORT

This task will be undertaken if the FAA determines in Task 8 or 9 that a Categorical Exclusion (CatEx) is the required level of NEPA documentation.

Objective: There are three objectives for this task:

1. Prepare a CatEx report for the FAA to document the PROJECT'S eligibility for a CatEx determination.
2. Complete a FAA's CatEx Form and submit to FAA, accompanying the CatEx report.
3. Request a FAA determination on the eligibility of the PROJECT to qualify for a CatEx.

Approach: The CONSULTANT will prepare a CatEx report that includes documentation obtained in the previous tasks, complete the FAA CatEx Form and submit it with the CatEx report and request a determination from the FAA on the eligibility of the PROJECT to be categorically excluded from further NEPA review.

Product: A completed CatEx report and CatEx Form including environmental documentation will be prepared by the CONSULTANT and submitted to OWNER for approval before submittal to FAA. A draft CatEx report will be prepared and submitted for review and comment and a final version of the report will be prepared based on review comments.

TASK 11 – CULTURAL RESOURCES PEDESTRIAN SURVEY & REPORT

This task will be undertaken if the proposed project involves ground disturbances in currently unpaved areas adjacent to the apron.

Objective: To assemble reporting of a pedestrian survey and background review of areas to be disturbed by the project in order to assure project compliance with Section 106 of the National Historic Preservation Act, for review by the Federal Aviation Administration (FAA), and provide FAA with the reporting so the agency can conduct government to government, Section 106 and Tribal consultation.

Approach: The CONSULTANT will perform an archaeological pedestrian survey which will include background review of the SHPO records and historical maps and aerial photos to assess the extent of ground modifications during the original construction of the airport. The archaeological pedestrian survey will include background review of the SHPO records and historical maps and aerial photos to assess the extent of ground modifications during the original construction of the airport. The field examination will focus on the unpaved portion of the APE.

The study will be performed by staff meeting the professional qualifications of the Secretary of the Interior's Standards and Guidelines in Archaeology.

This scope of work does not include subsurface shovel probes or assessment of the adjacent structures. If it is later determined, based on the findings summarized within this task, that this work is necessary, they will be covered under a separate scope and budget.

Product: The results of the background research and pedestrian survey will be summarized in a draft technical report by the CONSULTANT and submitted to OWNER for approval before submittal to FAA. A final version of the report will be prepared based on review comments. Copies of the report will be provided in a format for SHPO and Tribal Consultation. Consultation with the following tribes is recommended: the Grand Ronde, Siletz, and Warm Springs Tribes.

PHASE II – DESIGN & BIDDING SERVICES

TASK 1 - PROJECT MANAGEMENT

1. Coordinate with FAA and the City in the development of the project scope.
2. Finalize work scope and schedule, and negotiate contract with the City.
3. Provide a detailed scope of work and figures without costs to City for obtaining an independent fee estimate (IFE) by a separate consultant.
4. Carry out project administration including, but not limited to monitoring design and project schedules, coordination of project with the City and FAA, monitoring and reporting technical and budget issues to the City and FAA, preparation of monthly consultant invoices for submittal to the City.

Activity in the design phase is expected to occur over an 18 month period, an allowance of 4-hours per month is assumed for this activity.

5. Attend a pre-design meeting with the City and FAA via telephone conference call.
6. Attend up to 9 project review meetings at the airport to review project status, confirm design parameters, conduct airport project coordination and design review. Prepare an agenda and meeting minutes for each meeting.

Activity in the design phase is expected to occur over an 18 month period, an allowance of 1 meeting every other month is assumed for this project. It is assumed that each meeting will be 2 hours in duration, and will be attended by a maximum of 2 staff members of the Consultant.

7. Coordinate project team, subconsultants and administer subconsultant contracts. Provide detailed scope of work with figures to subconsultants for subconsultant cost proposals. One site visit with each subconsultant is anticipated, during the development of subconsultant project scopes.
8. Preparation of a DBE plan and DBE goals is not included.
9. Provide a project schedule to the City and FAA. Up to 3 revisions are anticipated.
10. Conduct in-house quality control for each element of predesign.
11. Prepare Grant application and associated sketches.
12. Assist the City in the development of overall program costs.
13. Assist the City in the administration of FAA and/or other funding programs.
14. Prepare FAA form 7460 for submittal to FAA.
15. Prepare Strategic Event Notification forms for submittal to FAA. Up to 4 submittals are assumed.

TASK 2 – GEOTECHNICAL INVESTIGATION

Objective: To assemble reporting summarizing geotechnical findings and recommendations.

Approach: This task will include the following:

1. This task will be performed in accordance with applicable FAA standards including but not limited to the pavement design ac 150-5320-6F.
2. Perform a site investigation including excavation of 2 test pits or borings to a nominal depth of 10 feet, collection of soil samples for laboratory testing, and

preparation of field logs. Explorations shall be backfilled, field compacted and graded smoothly prior to leaving the site.

3. Core the apron pavement in a minimum of 6 random locations. Determine the thickness of the existing asphalt pavement, depth of existing base material, depth of existing subbase material, and depth to native subgrade. Determine the moisture content of the native subgrade soil underneath the existing pavement at each core location. Prepare a tabulation of all core data.

Complete dynamic Cone Penetrometer (DCP) testing to estimate in-situ subgrade resilient modulus and/or CBR value to supplement laboratory testing.

Patch core holes with asphalt cold patch or non-shrink grout.

4. Examine the collected soil samples in the laboratory and conduct the following tests:
 - 2 CBR tests;
 - 2 Standard Proctor tests (ASTM D-698)
 - 2 Modified Proctor Tests (ASTM D-1557);
 - 2 Atterberg limit determinations;
 - 2 sieve analysis;
 - Unit weigh and moisture content determination for each sample taken;
 - FAA soil classification for each sample taken.
5. Prepare a preliminary soils report presenting preliminary findings, test results and recommendations. Review and discuss findings and recommendations with the Engineer, prior to preparing a final report. The report shall specifically include recommendations regarding subgrade preparation and design parameters for new pavements, subgrade drainage considerations for pavement underdrains, frost penetration depth, frost considerations for pavement section design, and the potential for encountering unsuitable materials.
6. Prepare a final soils report presenting final recommendations, findings and test results.

Product: The results of the geotechnical investigations and applicable recommendations will be summarized in a draft technical report by the CONSULTANT and submitted to OWNER for approval before submittal to FAA. A final version of the report will be prepared based on review comments. Copies of the report will be provided to FAA and OWNER. A copy of the report will be included in appendices of the engineer's design report.

TASK 3 – PRELIMINARY DESIGN

Objective: To conduct preliminary level of design for the project.

Approach: This task will include the following:

1. This task to be performed in accordance with applicable FAA standards including but not limited to the pavement design ac 150-5320-6F.
2. Review past mapping, plans, documents and other available information pertaining to the project.
3. Prepare a pavement section design for reconstructed pavements.

The existing pavement section for apron area is 2" AC, 6"+/- ABC; 12,500# SWG.

Contact airport tenants/FBO/Owner to collect local data to verify aircraft to be used for new hangar and apron area.

Based on the local aircraft data collected an appropriate pavement section design for the apron will be prepared. It is anticipated that some portions of the apron will require a 12,500# design, and other portions of the apron/taxilanes will require a 30,000# design and potentially as much as 75,000#. A preliminary recommendation of design aircraft and corresponding pavement sections, will be made for review and comment by the City and FAA.

Based on past project experience and pavement construction at the airport it is assumed that the subgrade soils have a CBR of less than 3, the minimum value required for design. To address this issue, an evaluation will be performed to investigate alternatives for stabilizing and strengthening on-site subgrade soils. Alternatives to be compared will include over excavation and replacement with stabilization material, the use of geotextile fabric and geogrids, and in-place, cement-soil stabilization.

Upon conclusion of the pavement section design, prepare a technical memo summarizing the analysis and recommendations.

4. Make recommendations and prepare a design for surface and subsurface drainage of the project area. Prepare pavement underdrain plans and surface drainage plans. Drainage features may include inlets, pipes, underdrains, ditches, swales, manholes and other appurtenances to provide site drainage.
5. Prepare a paving and grading plan for the reconstructed apron area.
6. Prepare a demolition plan to depict items scheduled for removal.
7. Prepare a pavement marking plan for the apron improvements.
8. Prepare an elevated reflector layout plan and details.
9. Prepare a preliminary erosion control plan and details for construction.
10. Prepare NPDES permit application for submittal to DEQ for construction of the improvements. City to pay all application fees and costs.

11. No impacts to on-site electrical systems are anticipated. This will be verified w/ private locates and FAA coordination per Phase I, Task 2 Design, Surveying Item 5. It is assumed that no electrical work is necessary for the project.
12. Prepare typical sections, paving, drainage details and miscellaneous details required for construction.
13. Prepare a preliminary construction phasing and safety plan and recommendations. Safety plan is to be reviewed by the FAA and Airport staff, prior to submittal of 7460-1. Solicit comments and incorporate into final form for approval by FAA.
14. Prepare construction phasing/safety/work area plan drawings to be incorporated into the construction plan set.
15. Make a site visit during survey and geotechnical work. Assume 2 separate trips.
16. Attend a 50% review meeting with the City to discuss alternatives and costs at the airport. The project manager and project engineer will attend the meeting. Prepare an agenda and meeting minutes for the meeting.
17. The project manager and project engineer will make 1 site visit and inspection when the project is approximately 75% complete.
18. Prepare preliminary quantity and construction estimates for the project. Up to 3 preliminary estimates will be made.
19. Prepare (90%) engineer's design report to the established FAA requirements.
20. Prepare preliminary (90%) plans. The plan set is expected to consist of approximately 16 drawings.
21. Prepare preliminary bidding documents (90%) and technical specifications for the Project. City will provide contract boilerplate for consultant use in developing bidding documents.
22. It is anticipated that the project bidding documents will be developed as a Base Bid (A01MM-3, A01MM-4) with one Additive alternative (A01MM-1, A01MM-2).

Product: Four sets of the preliminary design documents (plans, engineer's design report, bidding documents and technical specifications) will be provided to the City for comment. One set of the design documents will be provided to the FAA for comment.

TASK 4 – FINAL DESIGN

Objective: To conduct final design for the project.

Approach: This task will include the following:

1. Incorporate preliminary design comments and respond as necessary to requests for additional information.
2. Provide final design drawings.
3. Provide finalized, stamped and sealed, Engineer's Design Report.
4. Develop final specifications using Advisory Circular 150/5370-10(latest edition), Standards for Specifying Construction of Airports.
5. Complete final quantity calculations and prepare an Engineer's detailed estimate of construction costs for the project.
6. Print 3 full size sets of plans for City for use during bidding and construction.
7. Print 3 full size sets of the final cross section sheets developed for the work.

Product: Final design documents (plans, engineer's design report, bidding documents and technical specifications) will be provided to the City and FAA for review and approval.

TASK 5 – BIDDING SERVICES

1. Assist in answering questions from potential bidders during the construction contract bidding process. The City will distribute bidding documents to bidders and plan centers.
2. Prepare addenda as necessary to clarify bid documents. The City will distribute addenda to bidders and plan centers.
3. Organize, attend, and conduct a pre-bid conference. The project manager and project engineer will attend the meeting. Prepare an agenda and meeting minutes.
4. Attend the bid opening. The project manager will attend the meeting.
5. Analyze bids and make a recommendation to the City and FAA for award of bid.
6. Assist the City and FAA with grant application(s) related to project specific airport improvements.

TASK 6 – CONSTRUCTION ADMINISTRATION AND OBSERVATION

Construction administration and observation services are not included. These services will be performed under a separate agreement.

ASSUMPTIONS AND EXCLUSIONS

The following are excluded from this scope of work but may be added for an additional fee:

- Wetland delineation and functional assessment report concurrence fee (DSL) will be paid by others); and
- Streaked horned lark construction monitoring.

PROJECT TITLE	MADISONVILLE MUNICIPAL AIRPORT APRON RECONSTRUCTION									
CLIENT	CITY OF MADISONVILLE									
JOB NUMBER	TBA									
PROJECT TASK	PRINCIPAL ENGR	SR PROJ MGR	SR PROJ ENGR	PROJ ENGR	SR AIRPORT PLANNR	ASST DSGN	CFR	TOTAL PROJ HRS	TOTAL PROJECT COST	TASK COST
	\$25000	\$10000	\$12500	\$11500	\$50000	\$10500	\$1500			
PHASE 1- PREDESIGN & ENVIRONMENTAL STUDY										
TASK 1-Project Management										
1 Project Administration (8 months)	6	15	15	0	0	0	5	11	\$6,760.00	\$22,200.00
2 Pre-design Meeting Conf Call	2	0	8	0	0	0	2	12	\$1,650.00	
3 Project Review Meetings (4 mtgs)	0	2	12	15	0	0	0	29	\$3,000.00	
4 Coordinate project Team and Subs	0	5	16	8	0	0	2	26	\$1,070.00	
5 Conduct in-house QA/QC	28	0	0	0	0	0	0	16	\$1,000.00	
6 Assist the Airport in Program Cost Estimates	0	0	1	1	0	0	2	10	\$1,110.00	
7 Assist the Airport in Grant Admin	0	8	8	0	0	0	2	18	\$3,500.00	
TASK 2-Design Surveying										
1 Site Visit During Topo Surveying	0	0	0	8	0	0	0	8	\$920.00	\$3,900.00
2 Coordinate Topo Produce Design Base Map	0	2	1	1	2	0	0	22	\$2,500.00	
TASK 3-Preliminary Design										
1 Review Prelim Mapping & Plans	0	1	1	0	0	4	0	12	\$1,600.00	\$10,100.00
2 Preliminary Geometric Plan	2	0	24	24	0	0	0	50	\$11,500.00	
3 Assess Constructability of Phased Construction	3	1	0	0	0	1	0	25	\$3,250.00	
TASK 4-Project Description and Study Area										
1 Prepare project description and study area notes	1	2	0	0	0	8	2	11	\$1,910.00	\$1,910.00
TASK 5-Local Agency Coordination										
1 Initial Agency Coordination	5	0	8	5	0	0	1	28	\$3,000.00	\$3,000.00
TASK 6-Project Meetings Site Visits										
1 Meetings and Site Visits for Agency Coordination (Un	0	5	0	10	0	0	1	26	\$3,000.00	\$3,000.00
TASK 7-Data Collection for Specific Impact Categories										
1 Data Collection for Specific Impact Categories	0	0	8	0	0	0	5	13	\$6,050.00	\$9,350.00
2 Engineering Support for Wetland Work	0	0	0	0	0	1	0	20	\$2,100.00	
3 Engineering Support for SH/BA	0	0	1	1	0	0	0	8	\$860.00	
TASK 8-Preliminary FAA Status Briefings										
1 Preliminary FAA Status Briefings	0	0	8	0	0	0	3	11	\$1,300.00	\$1,300.00
TASK 9-Final FAA Status Briefing NEPA Determination										
1 Final FAA Status Briefing NEPA Determination	0	0	2	2	0	0	0	4	\$500.00	\$500.00
TASK 10-Documented CofC Form and Report										
1 Prepare Preliminary CofC Report	1	2	10	10	0	0	8	31	\$5,970.00	\$15,570.00
2 Finalize CofC Report	0	2	1	8	0	0	4	15	\$1,000.00	
TASK 11-Cultural Resources Pedestrian Survey & Report										
1 Engineering Support for Cultural	0	0	1	1	0	0	0	8	\$900.00	\$900.00
PHASE II-DESIGN & BIDDING SERVICES										
TASK 1-Project Management										
1 Develop project scope with Airport FAA	2	0	16	0	0	2	8	28	\$3,160.00	\$31,570.00
2 Finalize Scope and Schedule, Neg. Contract	0	0	5	0	0	0	0	10	\$1,150.00	
3 Provide documents for IIF	0	0	2	0	0	0	1	3	\$325.00	
4 Project Administration (6 months)	1	10	10	0	0	0	1	30	\$1,850.00	
5 Pre-design Meeting Conf Call	0	2	1	0	0	0	1	5	\$935.00	
6 Project Review Meetings (3 mtgs)	0	5	17	0	0	0	0	15	\$2,010.00	
7 Coordinate project Team and Subs	0	1	8	8	0	0	0	20	\$2,600.00	
8 Provide Project Schedule (3 revisions)	0	1	6	0	0	0	1	17	\$1,515.00	
9 Conduct in-house QA/QC	24	0	0	0	0	0	0	24	\$6,000.00	
10 Prepare Grant Application Sketches for Design	0	0	2	1	0	0	0	13	\$1,550.00	
11 Assist the Airport in Program Cost Estimates	0	0	5	4	0	0	0	9	\$950.00	
12 Assist the Airport in Grant Admin	0	8	8	0	0	0	0	16	\$2,100.00	
13 Prepare FAA Form 7160	0	0	2	8	0	0	0	18	\$2,010.00	
14 Prepare Strategic Event Notification Forms (up to 4)	0	0	2	0	0	0	0	16	\$1,900.00	
TASK 2-Geotechnical Investigations										
1 Review Finalize Report	0	0	1	1	0	0	0	8	\$950.00	\$950.00
TASK 3-Preliminary Design										
1 Review Prelim Mapping & Plans	0	2	6	8	0	1	0	30	\$2,850.00	\$25,850.00
2 Pavement Section Design	1	0	10	12	0	0	0	33	\$2,800.00	
3 Prepare Drainage Design & Recommendations	0	0	1	12	0	0	0	21	\$2,000.00	
4 Prepare Paving and Grading Plans	0	0	17	20	0	1	0	36	\$1,320.00	
5 Prepare Demolition Plan	0	1	1	8	0	0	0	16	\$1,600.00	
6 Prepare Pavement Marking Plan	0	0	2	1	0	1	0	10	\$1,300.00	
7 Prepare Reflective Layout Plan	0	0	2	8	0	0	0	14	\$1,590.00	
8 Prepare Erosion Control Plan	0	0	2	8	0	0	0	14	\$1,590.00	
9 NFDS Permit Application	0	2	12	15	0	0	2	32	\$3,810.00	
10 Prepare Physical Sections and Misc Details	0	0	8	10	0	0	0	32	\$3,650.00	
11 Prepare CSPP	0	2	16	21	0	0	0	42	\$5,120.00	
12 Prepare Phasing and Work Area Plans	0	1	8	12	0	0	0	25	\$2,950.00	
13 Site Visits During Geotech Work (2 trips)	0	0	0	16	0	0	0	16	\$1,800.00	
14 Attend 90% Review Meeting	0	0	8	8	0	0	0	16	\$1,920.00	
15 Site Visit at 25% Completion	0	0	0	8	0	0	0	8	\$920.00	
16 Prepare Preliminary Construction Cost Estimate	0	1	8	20	0	0	0	36	\$5,330.00	
17 Prepare 90% Construction Plans (16 Sheets)	1	10	24	10	0	0	0	114	\$12,700.00	
18 Prepare 90% Bidding Documents	1	4	28	0	0	0	0	56	\$7,160.00	
19 Provide 5 Sets of 90% Review Documents	0	0	2	0	0	0	0	10	\$550.00	
20 Prepare FAA Engineer's Design Report	2	3	0	24	0	0	0	14	\$5,620.00	
21 Solicit FAA Owner Comments	0	2	0	0	0	0	0	2	\$160.00	
TASK 4-Final Design										
1 Incorporate Prelim Design Comments	1	4	0	18	0	0	0	32	\$1,135.00	\$11,595.00
2 Provide final design drawings	1	8	6	8	0	0	0	43	\$1,950.00	
3 Provide final Engineer's Design Report	0	2	0	8	0	0	0	20	\$1,200.00	
4 Develop Final Specifications	1	1	4	0	0	0	0	13	\$1,270.00	
5 Prepare final quantity calculations Cost Est.	0	0	6	2	0	0	0	30	\$1,160.00	
6 Print 3 full size plan sets final cross section sheets	0	0	1	0	0	0	0	3	\$105.00	
TASK 5-Bidding Services										
1 Assist in answering questions from bidders	0	0	1	0	0	0	0	4	\$,000.00	\$6,915.00
2 Prepare addenda as necessary to clarify bid docs	0	0	0	0	0	0	2	8	\$950.00	
3 Organize, attend, conduct pre-bid pre-qualifications	0	8	0	4	0	0	0	18	\$2,510.00	
4 Attend bid opening	0	1	0	0	0	0	0	4	\$720.00	
5 Analyze bids and make a recommendation for award	0	0	1	0	0	0	0	8	\$900.00	
6 Assist with grant application(s)	0	2	2	0	0	1	0	9	\$1,015.00	

	77	132	197	55	0	737	198	1663	\$22,965.92
EXPENSES									
Travel	Cost Per Unit	Air Trips	Ground Trips	Days	R.T Miles	Markup			
Lodging	\$9.00			0		1.0			\$9.00
Rental Car Fuel Mileage	\$9.55		12		90	1.0			\$588.60
Airfare	\$0.00		0		0	1.0			\$0.00
Meals	\$39.00			13		1.0			\$507.00
Misc. expenses									
MISC									\$250.00
PHOTOCOPIES									\$100.00
POSTAGE									\$150.00
PRINTING									\$400.00
PHOTODUPLICATION									\$500.00
FIELD SUPPLIES									\$100.00
Sub-Consultants									
1. Survey Subconsultant - BlueDot Group					\$7,161.00	1.0			\$17,161.00
2. Environmental Subconsultant (Wetlands, Habitat Review, HVA) - AEA					\$36,924.00	1.0			\$36,924.00
3. Cultural Resources Subconsultant - ANW					\$6,976.00	1.0			\$6,976.00
4. Geotechnical Subconsultant - Foundation Engineering					\$10,205.00	1.0			\$10,205.00
Subtotal - Expenses									\$2,574.60
Subtotal - Subconsultants									\$71,566.00
Total									\$176,205.00

RESOLUTION NO. 2020 - 55

A Resolution authorizing the City Manager to execute the forthcoming grant offer from the Federal Aviation Administration relative to the construction of the McMinnville Municipal Airport Apron & Taxiway Rehabilitation project contingent upon the City Attorney's review.

RECITALS:

WHEREAS, The City with the help of its consultant, Century West Engineering, has submitted a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant application for Construction and Construction Services for the McMinnville Municipal Airport Apron & Taxiway Rehabilitation Project.

WHEREAS, It is expected that the FAA will send out a grant offer for the City's acceptance in September, and the FAA asked the City to accept and sign the offer within a few days of receiving it. In order to meet this timeline, the Council is being asked to authorize the City Manager to execute the forthcoming FAA Grant Offer contingent upon the City Attorney's review of the terms and conditions.

WHEREAS, The Grant Application is in the amount of \$1,467,207. This will be the final grant for this project using FAA (AIP) Grants (discretionary and non-discretionary funds) that will cover consulting and construction costs. 100% of this grant is federally funded with no City match required.

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 forthcoming agreement with the Federal Aviation Administration for the McMinnville Municipal Airport Apron & Taxiway Rehabilitation project in the amount of \$1,467,207.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 8th day of September 2020 by the following votes:

Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Stassens

Nays: _____

Abstain: _____

Approved this 8th day of September 2020.



MAYOR

Approved as to form:



City Attorney

Attest:



City Recorder



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Seattle Airports District Office
2200 S. 216th St.
Des Moines, OR 98198

Mr. Jeff Towery
City Manager
City of McMinnville
230 NE Second St.
McMinnville, OR 97128

Dear Mr. Towery:

We are enclosing an electronic copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-41-0036-019-2020 at the McMinnville Municipal Airport in McMinnville, Oregon. Please read this letter and the Grant Offer carefully.

To properly enter into this agreement, you must do the following:

- The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than September 25, 2020, in order for the grant to be valid.
- The Sponsor's attorney must sign and date the grant agreement *after* the Sponsor.
- You may not make any modification to the text, terms or conditions of the grant offer.
- A final, .pdf copy of the grant will be e-mailed once all parties have signed.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. To ensure proper stewardship of Federal funds, **you are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:

1. Non-construction project: Due annually at the end of the Federal fiscal year.
2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

Once the project is completed and all costs are determined, we ask that you close the project without undue delay and submit the final closeout report documentation as required by FAA's Seattle Airports District Office.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Ian Bradshaw is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Ian Bradshaw at (206) 231-4142.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



William C. Garrison
Acting Manager
Seattle Airports District Office

Enclosure



U.S. Department
of Transportation
Federal Aviation
Administration

GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date September 24, 2020

Airport/Planning Area McMinnville Municipal Airport – McMinnville, Oregon

Grant Number 3-41-0036-019-2020 (Contract Number: DOT-FA20NM-0157)

Unique Entity Identifier 085256626

TO: City of McMinnville, Oregon

(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 14, 2020, for a grant of Federal funds for a project at or associated with the McMinnville Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the McMinnville Municipal Airport (herein called the "Project") consisting of the following:

Reconstruct main apron (Phase 2 - construction);

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$1,467,207.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 0 for planning

\$ 1,467,207 airport development or noise program implementation; and,

\$ 0 for land acquisition. The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
5. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

7. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 25, 2020, or such subsequent date as may be prescribed in writing by the FAA.
8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
10. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
12. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA’s authority to increase the maximum obligation does not apply to the “planning” component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects if funds are available;
 - C. May be increased by not more than 15 percent for land project if funds are available.
17. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
18. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
19. **Ban on Texting While Driving.**
 - A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
20. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated May 2, 2011, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.
21. **Employee Protection from Reprisal.**
- A. Prohibition of Reprisals —
1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
22. **2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

SPECIAL CONDITIONS

23. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:
- A. Follow FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - B. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - C. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - a. Location of all runways, taxiways, and aprons;
 - b. Dimensions;
 - c. Type of pavement; and,
 - d. Year of construction or most recent major rehabilitation.
 2. Inspection Schedule.
 - a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

- b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 - 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. Inspection date;
 - b. Location;
 - c. Distress types; and
 - d. Maintenance scheduled or performed.
 - D. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
24. **Project which Contain Paving Work in Excess of \$500,000.** The Sponsor agrees to:
- A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 - 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 - 3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077);
 - 4. Qualifications of engineering supervision and construction inspection personnel;
 - 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 - 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
 - B. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed; highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for

costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

- D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

25. **Grant Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA approval of this grant is based on the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor Certifications received from the Sponsor for the work included in this grant are hereby incorporated into this grant agreement. The Sponsor understands that:

- A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;

If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

William C. Garrison

(Typed Name)

Acting Manager, Seattle ADO

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Dated September 24, 2020

City of McMinnville, Oregon

(Name of Sponsor)



(Signature of Sponsor's Authorized Official)

By: Jeffrey R. Towery

(Typed Name of Sponsor's Authorized Official)

Title: City Manager

(Title of Sponsor's Authorized Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Walter R. Gowell, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at September 24, 2020

By: Walter R. Gowell
Walter R. Gowell (Sep 24, 2020 14:35 PDT)

(Signature of Sponsor's Attorney)



ASSURANCES AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4,5,6}
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.

- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1,2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the

- Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
 - 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with

respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
 - a. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - b. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - c. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - d. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - e. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - f. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

- g. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated

by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
- 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - b. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied).

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity

with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

- e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1)

- reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
 - c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

Engineering and Design Services. If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U. S. C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated April 18, 2019, and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or

operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**FAA
Airports**

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 2/28/2020

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Changes 1 - 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1M	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

RESOLUTION NO. 2020 - 58

A Resolution awarding the contract for the Apron & Taxilane Rehabilitation Project, Project 2017-10.

RECITALS:

WHEREAS, On Tuesday, May 12, 2020, five bids were received, opened and publicly read for the construction of the Apron & Taxilane Rehabilitation Project, Project 2017-10.

WHEREAS, The low bidder, K&E Excavating, met all of the bid requirements, and should be considered the lowest responsible bidder.

WHEREAS, Funding for this project will be covered by the Federal Aviation Administration via an airport improvement grant, and the project will be included in the City's Airport Fund (Fund 25) FY22 budget.

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

1. That entry into a public improvement contract with K&E Excavating, in the amount of \$1,272,382.00, for the Apron & Taxilane Rehabilitation Project, Project 2017-10, is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the public improvement contract.
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 22nd day of September 2020 by the following votes:

Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Stassens

Nays: _____

Abstain: _____

Approved this 22nd day of September 2020.



MAYOR

Approved as to form:



City Attorney

Attest:



City Recorder



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

STAFF REPORT

DATE: March 9, 2021
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: Ordinance No. 5101 and Ordinance No 5102,
McDonald's Restaurant, 225 NE Norton Lane

- Ordinance No. 5101: ZC 2-20 (Planned Development Overlay Text Amendment)
- Ordinance No. 5102: TML 2-20 (Three Mile Lane Design Review Approval)

STRATEGIC PRIORITY & GOAL:



GROWTH & DEVELOPMENT CHARACTER

Guide growth & development strategically, responsively & responsibly to enhance our unique character.

OBJECTIVE/S: Strategically plan for short and long-term growth and development that will create enduring value for the community

Report in Brief:

This action is the consideration of Ordinance No. 5101 and Ordinance No. 5102, approving signage for McDonald's Restaurant at 225 NE Norton Lane to accommodate a second drive-thru lane for the restaurant.

Since this McDonald's Restaurant is located within the Three Mile Lane Planned Development Overlay, it is governed both by the design and development standards in the underlying C3 (General Commercial) zone and the design and development standards in the Three Mile Lane Planned Development Overlay (Ordinance No. 4131, amended by Ordinance No. 4572). The Three Mile Lane Planned Development Overlay only allows one free-standing sign per parcel and does not make exemptions for restaurant drive-thrus that typically include a digital pre-browse menu board and a digital menu board. Thus the applicant needed to request an amendment to the Three Mile Lane Planned Development Overlay to allow drive-thru signage (Docket ZC 2-20), and then apply for design review for their project (TML 2-20).

ZC 2-20 considers the amendment of the Three Mile Lane Planned Development Overlay Ordinance (Ordinance No. 4131 as amended by Ordinance No. 4572) to allow additional freestanding signs for businesses that employ drive-up service within Zone 2 of the Overlay District. The following language is proposed to be added to Section 5B of the Three Mile Lane Planned Development Overlay which regulates signage on commercially and industrially designated properties within Zone 2:

“Additional freestanding signs are permitted with businesses that employ drive-up service. One such sign, not to exceed 36 square feet in area or six feet in height, is allowed per order station. In addition, one secondary sign, a maximum of 15 square feet in area and five feet in height, is allowed per order station. Any freestanding sign that has copy facing toward a public street shall be located a minimum of thirty (30) feet from that street’s property line. Wall mount signs shall be exempt from this.”

The proposed amendment is based on language found in McMinnville Municipal Code (MMC) Chapter 17.62.070(F) – Signs – Drive Thrus, which currently does not apply to land in the Three Mile Lane Planned Development Overlay. The sizes of each of the signage referenced above (36 square feet and 6 feet in height; 15 square feet and 5 feet in height) are not-to-exceed dimensional requirements.

TML 2-20 considers approval of Three Mile Lane Development Review to allow for the construction of a second drive-through service lane and additional associated signage at an existing McDonald’s restaurant.

Per the provisions of the McMinnville Zoning Ordinance the applicant chose to bundle their applications as one package for the land-use process for expediency. As such, Docket TML 2-20 can only be approved if Docket ZC 2-20 is approved first.

The Planning Commission hosted a public hearing for both applications on February 18, 2021, and following the public hearing, they deliberated and voted to recommend both applications to the City Council for approval.

Per the McMinnville Municipal Code, the City Council has the opportunity to approve the land-use applications by Ordinance per the Planning Commission recommendation, or if they feel they want to host a public hearing for additional evidence to consider they can schedule a future public hearing.

Per ORS 227.178, the City needs to render a decision on the land-use applications by May 22, 2021

Background:

Subject Property & Request

The proposed Zoning Text Amendment (ZC 2-20) would amend signage regulations for commercial and industrial properties within Zone 2 of the Three Mile Lane Planned Development Overlay District to allow additional freestanding signs for uses that employ drive-up service. **See Exhibits 1 & 2.** Commercially designated properties border the north side of Highway 18 within Zone 2. Properties in the northern portion of Zone 2 are residential. All properties south of Highway 18 within Zone 2 are also commercially designated. Commercial uses south of Highway 18 include the Comfort Inn & Suites hotel, The Diner restaurant, and the Altimus Plaza office center. Commercial uses north of Highway 18 include a McDonald’s restaurant, Red Lion Hotel, and a welding supply store. Currently, the McDonald’s restaurant is the only commercial use that employs drive-up service.

The McDonald’s restaurant, the subject property for the proposed Three Mile Lane Development Review (TML 2-20) is located at 225 NE Norton Lane. **See Exhibit 3.** The site is currently developed with a restaurant use that employs one (1) drive-up service lane. The application is for the approval of a re-development of the McDonald’s site to include the addition of a second drive-up service lane with associated additional freestanding signage that would be allowed by the adoption of Zoning Text Amendment ZC 2-20. **See Exhibit 4.** The subject property is bordered by commercially zoned land to the east and west, residentially zoned land to the north, and by the Highway 18 right-of-way immediately to the south.

Exhibit 1: Three Mile Lane Planned Development Overlay, Zone 2

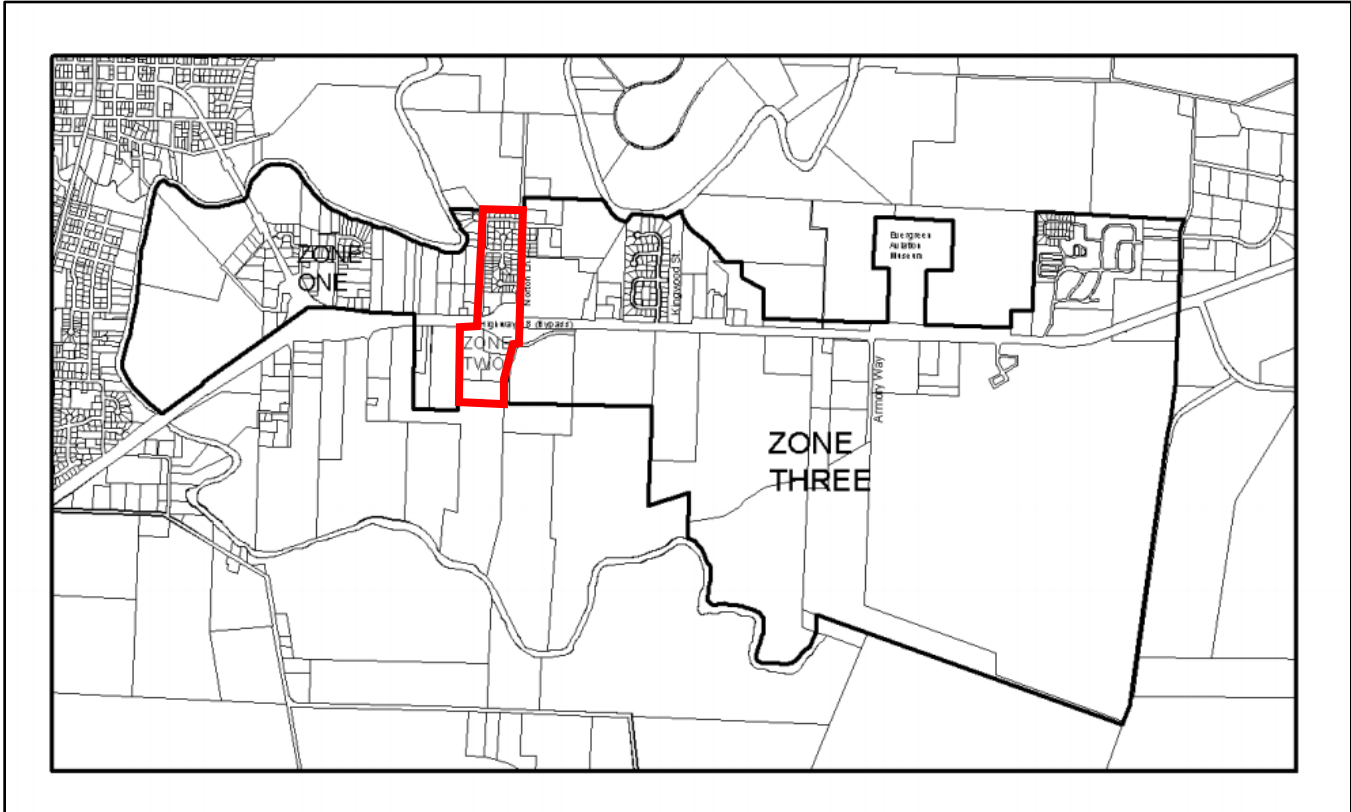


Exhibit 2: Three Mile Lane Planned Development Overlay, Zone 2 – Zoning

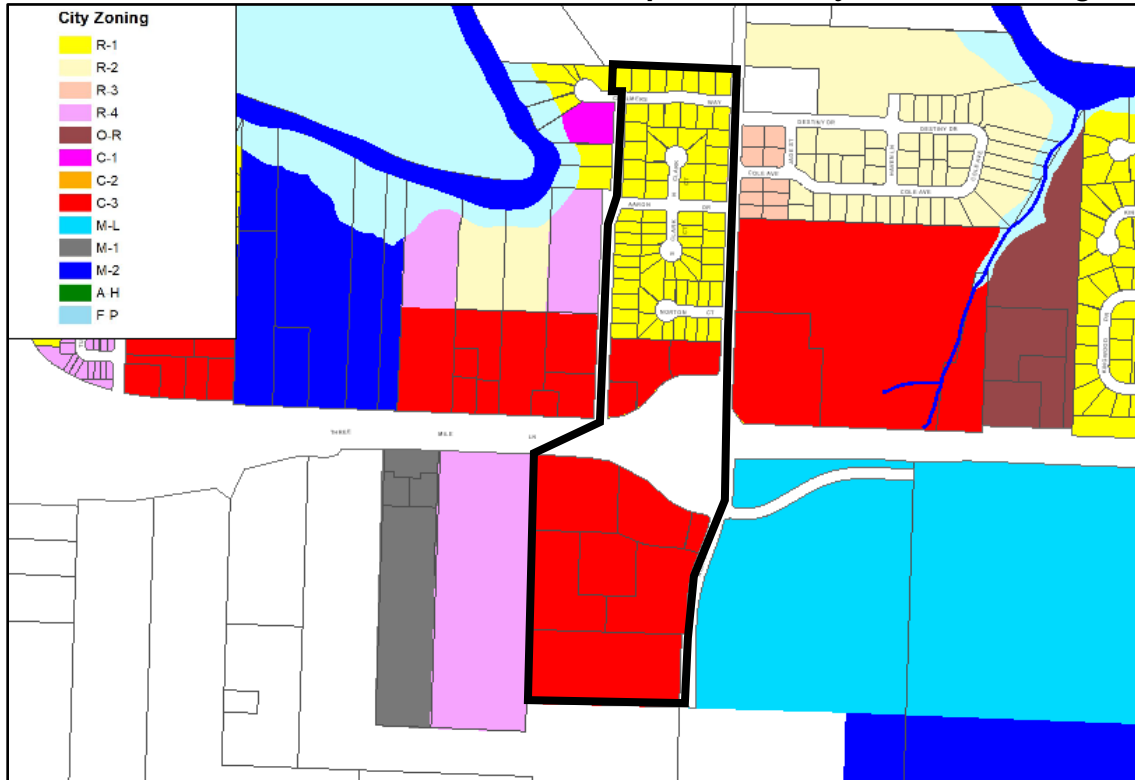
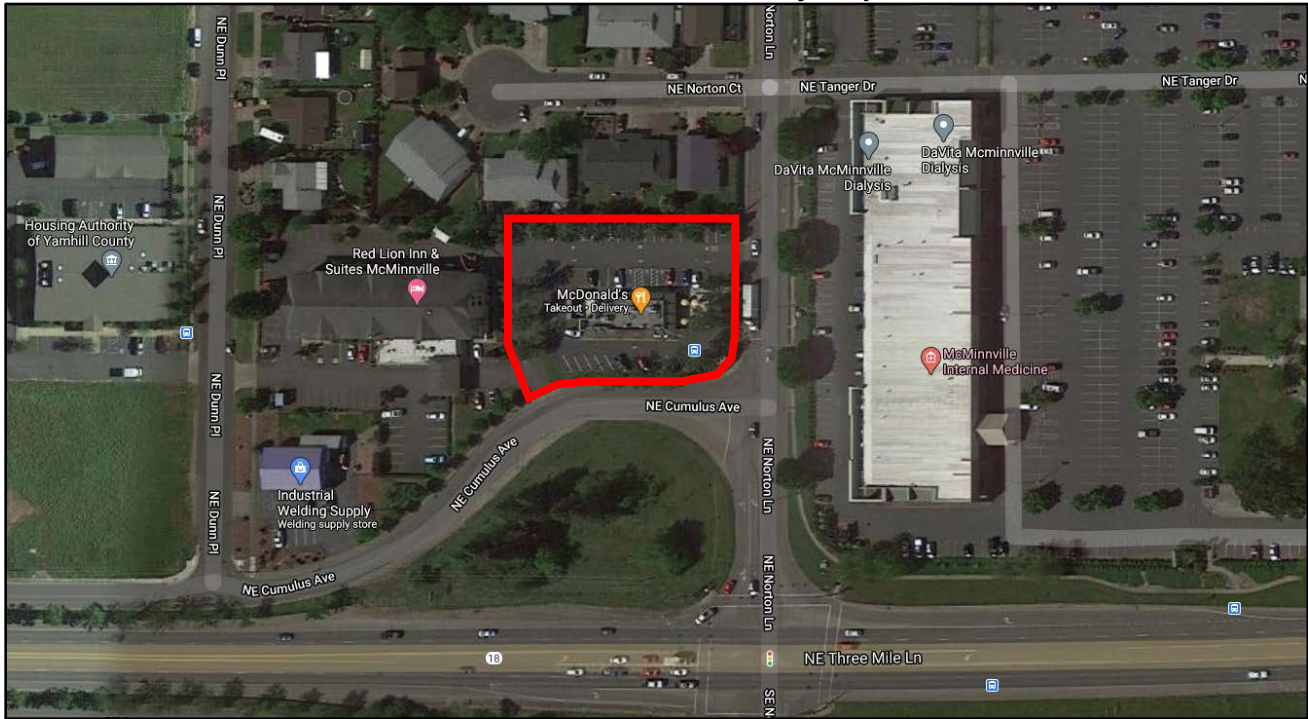


Exhibit 3: TML 2-20 Vicinity Map



Neighborhood Meeting

Neighborhood meetings are not required for Zoning Text Amendment or Three Mile Lane Development Review applications as specified in Chapter 17.72 of the Zoning Ordinance.

Discussion

Summary of Criteria for ZC 2-20

Zoning Text Amendments are not typically initiated by property owners, and there aren't specific review criteria for Zoning Text Amendments found in the Zoning Ordinance. At the request of the applicant, a Zoning Text Amendment application was created, and review criteria consistent with MMC Section 17.72.020 – Application Submittal Requirements were provided. In accordance with Section 17.72.020(G), the Planning Director, required materials to demonstrate compliance with the following three criteria:

1. The proposed change is consistent with the relevant goals and policies of the McMinnville Comprehensive Plan and this code.
2. There is a public need for a change of the kind in question.
3. The need will be best served by changing the classification of the particular piece of property in question as compared with other available property.

Summary of Criteria for TML 2-20

The application is subject to the policies and procedures of the Three Mile Lane Planned Development Overlay district (adopted by Ordinance No. 4131 and amended by Ordinance No. 4572). Section 4 includes the following policies that regulate development within the Three Mile Lane Planned Development Overlay district:

- A. The goals and policies of the McMinnville Comprehensive Plan, Volume II, and applicable regulations and standards in Volume III, and other City codes shall be adhered to.
- B. A one hundred twenty (120) foot setback from the centerline of Highway 18 shall be established both north and south of the highway.

- C. Access requirements adopted hereafter in an access plan for this area shall be adhered to. Provisions of the plan shall include:
 - 1. The minimization of entrances onto Three Mile Lane;
 - 2. The development of on-site circulation systems, connecting to adjoining properties, including public frontage roads;
 - 3. The provisions of acceleration-deceleration lanes and left-turn refuges when and where necessary and practicable.
 - 4. The provision of bikeways along frontage roads or on-site circulation systems. Bikeway connections accessing Three Mile Lane shall be provided so that the frontage road or on-site circulation system can serve as an alternative route for cyclists traveling along Three Mile Lane.
- D. Landscaping and buffer strips along the highway frontage may be required including noise buffering methods, such as berms and/or plantings.
- E. Mixed housing-type residential developments shall be allowed and encouraged in those areas designated as residential.
- F. Temporary signage shall be allowed as per Section 17.62.060(B)(3) of the McMinnville Zoning Ordinance (No. 3380).

In addition, Section 5 includes standards for permanent signage within the Three Mile Lane Planned Development Overlay district. Section 5 is proposed to be amended by ZC 2-20 allow and regulate additional freestanding signs for commercial uses that employ drive-up service.

Summary of Issues for ZC 2-20

The owner of the McDonald's restaurant at 225 NE Norton Lane wishes to redevelop the property to add a second drive-thru lane in response to increased public demand, due in large part to changing social habits and consumer patterns triggered by the ongoing COVID-19 pandemic. However, the Three Mile Lane Planned Development Overlay (adopted by Ordinance No. 4131 in 1981 and amended by Ordinance No. 4572 in 1994) only allows only one (1) freestanding sign per commercial property within the area designated as Zone 2, where the McDonald's is located. This prohibits the addition of a second drive-thru lane with freestanding signs such as a Menu Board and Order Board.

The chapter of the Zoning Ordinance that regulates signage throughout the City (MMC Chapter 17.62 – Signs) was amended in 2016 to include language permitting and regulating additional freestanding signs for businesses that employ drive-up service to address this issue elsewhere in the City. However, Chapter 17.62 does not apply to the Three Mile Lane Planned Development Overlay per MMC 17.62.020. Without an amendment to the language of the Three Mile Lane Planned Development Overlay Ordinance, the restaurant owner would be limited in the signs, and therefore, drive-thru order stations allowed on the site. Therefore, the applicant initiated the Zoning Text Amendment process to introduce the same language that was added to the signs Chapter in 2016 to the Three Mile Lane Planned Development Overlay that was last updated in 1994. The goal is to provide the flexibility for businesses to respond to shifting consumer demands.

The proposed amendment would allow up to two (2) additional signs per drive-up service lane/order station. Each sign would have height and area restrictions appropriate to signs used for this purpose. The proposed amendment would not alter other existing sign regulations within the Three Mile Lane Overlay, nor would it change the existing review procedure that requires all development and signage to be reviewed and approved by the Three Mile Lane Review Committee. The limited applicability of the proposal (impacting only commercial or industrial properties in Zone 2) would make just ten (10) properties potentially eligible for additional signage. Of those ten (10) properties, only one (1) currently has a business that employs drive-up service – the McDonald's restaurant at 225 NE Norton Lane.

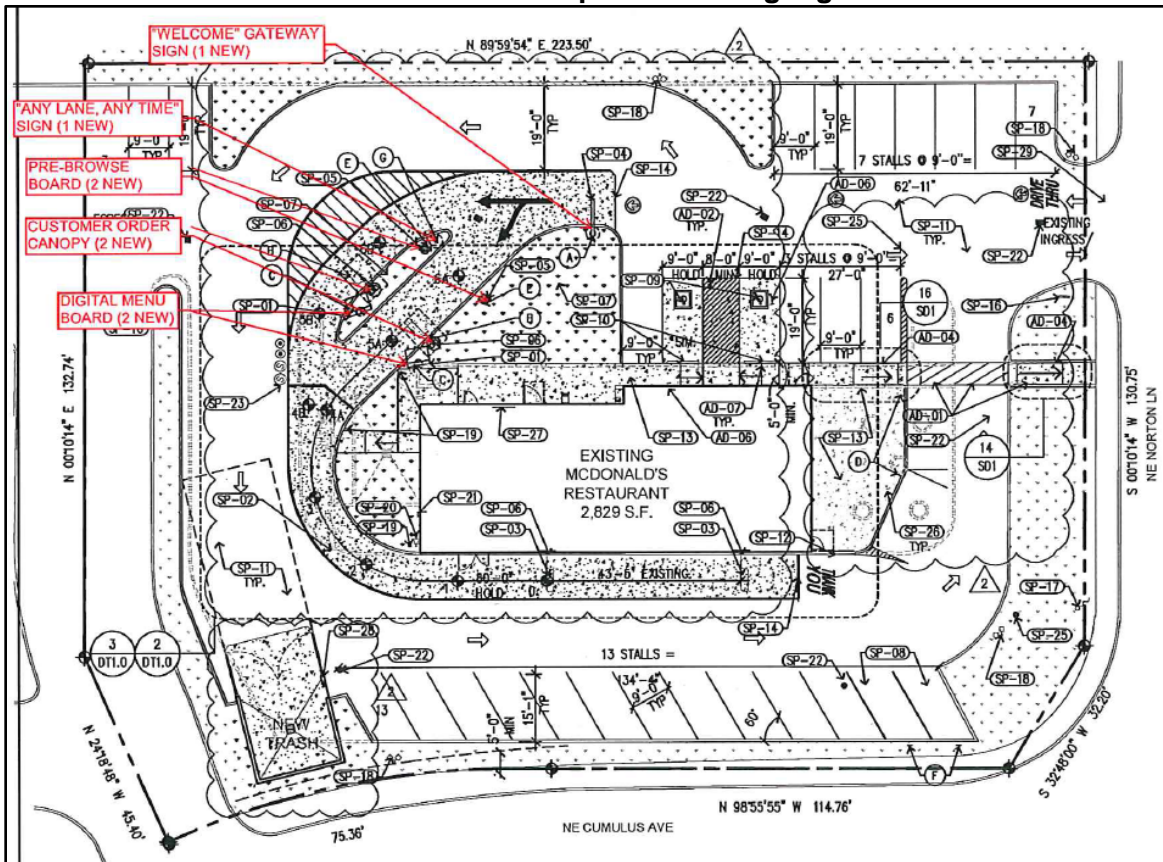
Summary of Issues for TML 2-20

The applicant's proposal to add a second drive-thru service lane and associated signage to an existing restaurant is subject to is contingent upon the approval and adoption of the Zoning Text Amendment ZC 2-20. Without the approval of ZC 2-20, the necessary signs to support a drive-thru service lane would not be allowed.

The redevelopment of the site to accommodate a second drive-thru lane includes reorganization of on-site circulation and parking, relocation of the solid waste and recycling enclosure, and the provision of new landscaping around the site. Proposed site development changes meet applicable standards and guidelines for on-site parking and solid waste/recycling enclosure plans. The applicant submitted a Landscape Plan Review application (L 30-20) prior to these concurrent applications to the Landscape Review Committee for review. The Landscape Review Committee approved the Landscape Plan and praised the overall site design.

Proposed signage to support two (2) drive-thru service lanes is generally consistent with the standards and objectives of the Three Mile Lane Planned Development Overlay. Proposed Digital Pre-Browse Boards exceed the height proposed in Zoning Text Amendment ZC 2-20, so a condition of approval requiring compliance with height standards is recommended. Staff finds the proposed signage is of a quality and design that is suitable for the proposed site, and is compatible with the use. All proposed signage is located to have minimal impact on neighboring properties and the public right-of-way.

Exhibit 4: TML 2-20 Proposed Site/Signage Plan



Public Comments

Notice of the proposed applications was mailed to property owners and published in the newspaper. The Planning Commission hosted a public hearing on February 18, 2021. The following public comments were received:

- ZC 2-20
 - No comments received

- TML 2-20
 - Email from Dorothy McQueen on February 1, 2021 expressing concerns about sight, sound, and security issues with increased parking lot traffic and questioned if McDonald's is improving the fence along the north property line.
 - Staff Response: The northern property line of the McDonald's property has an existing mature hedge that creates a solid screen in front of a solid wooden fence that appears to be in fair condition.
 - Testimony from Mark Davis on February 18, 2021 expressing concerns about the traffic impact of the second drive-thru lane on the intersection of Highway 18 and Norton Lane.
 - Staff Response: The intersection at Highway 18 and Norton Lane anticipated a C3 development on this property including a fast-food restaurant. Adding a second drive-thru lane does not warrant a traffic impact analysis. The proposal was sent to ODOT for comments and they did not provide any response. Traffic studies in 2019 indicated that the intersection at Norton Lane and Highway 18 was performing at a C level of acceptable performance.
 - Testimony from Linda O'Hara on February 18, 2021 at the Planning Commission Public Hearing supporting the proposal, and her concerns about parking and site design impact on adjacent properties were alleviated by the staff report.
 - Staff Response: None.
 - Testimony from Hailey [last name not clear on audio recording] on February 18, 2021 at the Planning Commission Public Hearing supporting a second ordering station to improve food service speed and efficiency.
 - Staff Response: None.

Agency Comments

Notice of the proposed applications was sent to affected agencies and departments. Agency comments were received from the McMinnville Building and Engineering Departments, McMinnville Water and Light, and Comcast. They responded with no comments.

Attachments:

- A. Ordinance No. 5101, including:
 - Exhibit A – ZC 2-20 Decision Document
- B. Ordinance No. 5102, including:
 - Exhibit A – TML 2-20 Decision Document
- C. Public Notices
- D. Agency Comments (McMinnville Water and Light; All other agency comments provided in Decision Documents)
- E. Public Testimony
- F. Draft Planning Commission Minutes, February 18, 2021
- G. ZC 2-20 and TML 2-20 Application Materials

Fiscal Impact:

Not Applicable

Alternative Courses of Action:

Ordinance No. 5101 Alternative Courses of Action:

1. ADOPT Ordinance No. 5101, **APPROVING** ZC 2-20 and adopting the Decision, Findings of Fact and Conclusionary Findings as presented or amended.
2. DO NOT ADOPT Ordinance No. 5101 by providing a motion to **DENY** ZC 2-20 and direct staff to prepare findings of fact based upon specific code criteria to deny the application in the motion.
3. SCHEDULE a Public Hearing to consider more evidence for ZC 2-20.

Ordinance No. 5102 Alternative Courses of Action:

1. ADOPT Ordinance No. 5102, **APPROVING** TML 2-20 and adopting the Decision, Findings of Fact and Conclusionary Findings as presented or amended.
2. DO NOT ADOPT Ordinance No. 5102 by providing a motion to **DENY** TML 2-20 and direct staff to prepare findings of fact based upon specific code criteria to deny the application in the motion.
3. SCHEDULE a Public Hearing to consider more evidence for TML 2-20.

Recommendation:

Staff has reviewed the proposals for consistency with the applicable standards and criteria. Absent any new evidence to the contrary presented during the hearing, staff finds that, subject to the recommended conditions specified in the attached Decision Documents, the applications submitted by the applicant and the records contain sufficient evidence to find the applicable criteria are satisfied.

Staff **RECOMMENDS APPROVAL** of both applications, subject to the conditions specified in the attached Decision Documents.

Suggested Motion for ZC 2-20:

BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, AND THE MATERIALS SUBMITTED BY THE APPLICANT, I MOVE TO ADOPT ORDINANCE NO. 5101.

Suggested Motion for TML 2-20:

BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, AND THE MATERIALS SUBMITTED BY THE APPLICANT, I MOVE TO ADOPT ORDINANCE NO. 5102, SUBJECT TO THE CONDITIONS OF APPROVAL PROVIDED IN THE DECISION DOCUMENT.

JF

ORDINANCE NO. 5101**AN ORDINANCE AMENDING ORDINANCE NO. 4131 AS AMENDED BY ORDINANCE 4572, THREE MILE LANE PLANNED DEVELOPMENT OVERLAY FOR DRIVE-UP SIGNAGE IN ZONE 2.**

RECITALS:

On April 7, 1981, the McMinnville City Council approved Ordinance No. 4131, creating a Three Mile Lane Planned Development Overlay that provided design and development guidelines for the property within the city limits on the north and south side of Highway 18 (Three Mile Lane); and

On November 8, 1994, the McMinnville City Council approved Ordinance No. 4572, amending Ordinance No. 4131, providing additional design and development standards for the Three Mile Land Planned Development Overlay; and

On January 22, 2021, the Planning Department received application ZC 2-20 (Planned Development Overlay Text Amendment) from Alexander Taam, Freiheit Architecture, on behalf of McDonald's Corporation, to amend Ordinance No. 4572, by adding additional language to B of the ordinance, allowing drive-thru signage in Zone 2 of the overlay; and

A public hearing before the McMinnville Planning Commission was held on February 18, 2021, after due notice had been provided in the local newspaper on February 9, 2021, and written notice had been mailed to property owners within 300 feet of the affected property; and

At said public hearing, the application materials and a staff report were presented, and applicant and public testimony was received.

The Planning Commission, being fully informed about said request, found that the requested Planned Development Overlay Text Amendment conformed to the applicable Comprehensive Plan goals and policies and review criteria based on the material submitted by the applicant and the findings of fact and conclusionary findings for approval contained in Exhibit A; and

The Planning Commission, by a vote of 9-0, recommended approval of said Planned Development Overlay Text Amendment to the McMinnville City Council; and

The City Council having received the Planning Commission recommendation and staff report, and having deliberated;

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

1. That the Council adopts the Decision, Conditions, Findings of Fact and Conclusionary Findings as documented in Exhibit A approving ZC 2-20; and
2. Ordinance No. 4572 is amended to reflect the following:

In Section B. Zone 2, add the following language

#7. "Additional freestanding signs are permitted with businesses that employ drive-up service. One such sign, not to exceed 36 square feet in area or six feet in height, is allowed per order station. In addition, one secondary sign, a maximum of 15 square feet in area and five feet in height, is allowed per order station. Any freestanding sign that has copy facing toward a public street shall be located a minimum of thirty (30) feet from that street's property line. Wall mount signs shall be exempt from this."

3. That this Ordinance shall take effect 30 days after its passage by the City Council.

Passed by the Council this 9th day of March 2021, by the following votes:

Ayes: _____

Nays: _____

MAYOR

Attest:

Approved as to form:

CITY RECORDER

CITY ATTORNEY



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

503-434-7311

www.mcminnvilleoregon.gov

DECISION, CONDITIONS, FINDINGS OF FACT AND CONCLUSIONARY FINDINGS FOR THE APPROVAL OF A ZONING TEXT AMENDMENT TO THE THREE MILE LANE PLANNED DEVELOPMENT OVERLAY ORDINANCE (ORDINANCE NO. 4131 AS AMENDED BY ORDINANCE NO. 4572) TO ALLOW ADDITIONAL FREESTANDING SIGNS FOR BUSINESSES THAT EMPLOY DRIVE-UP SERVICE WITHIN ZONE 2 OF THE OVERLAY DISTRICT

- DOCKET:** ZC 2-20 (Zoning Text Amendment)
- REQUEST:** Application to amend the Three Mile Lane Planned Development Overlay Ordinance (Ordinance No. 4131 as amended by Ordinance No. 4572) to allow additional freestanding signs for businesses that employ drive-up service within Zone 2 of the overlay district.
- LOCATION:** Not applicable
- ZONING:** Not applicable
- APPLICANT:** Alexander Taam, Freiheit Architecture, on behalf of McDonald's Corporation
- STAFF:** Jamie Fleckenstein, Associate Planner
- DATE DEEMED COMPLETE:** January 22, 2021
- HEARINGS BODY & ACTION:** The McMinnville Planning Commission makes a recommendation for approval or denial to the City Council.
- HEARING DATE & LOCATION:** February 18, 2021, Civic Hall, 200 NE 2nd Street, McMinnville, Oregon, and Zoom Online Meeting ID 918 8312 0529.
- DECISION-MAKING BODY & ACTION:** The McMinnville City Council makes a final decision for approval or denial to the City Council.
- DECISION DATE & LOCATION:** March 9, 2021, Civic Hall, 200 NE 2nd Street, McMinnville, Oregon, and Zoom Online Meeting ID 918 8312 0529.
- PROCEDURE:** An application for a Zoning Text Amendment is processed in accordance with the procedures in Section 17.72.120 of the McMinnville Municipal Code. The application is reviewed by the Planning Commission in accordance with the quasi-judicial public hearing procedures specified in Section 17.72.130 of the McMinnville Municipal Code.

CRITERIA: The specific criteria for Zoning Text Amendment requests on the Zoning Text Amendment application have been deemed necessary by the Planning Director in accordance with MMC Section 17.72.020(G), and require the applicant to demonstrate that:

- 1. The proposed change is consistent with the relevant goals and policies of the McMinnville Comprehensive Plan and this code.
- 2. There is a public need for a change of the kind in question.
- 3. The need will be best served by changing the classification of the particular piece of property in question as compared with other available property.

APPEAL: As specified in Section 17.72.190 of the McMinnville Municipal Code, the City Council's decision may be appealed to the Land Use Board of Appeals (LUBA) within 21 (twenty-one) days of the date written notice of decision is mailed. The City's final decision is subject to a 120 day processing timeline, including resolution of any local appeal. The deadline for the 120 day processing timeline is May 22, 2021.

COMMENTS: This matter was referred to the following public agencies for comment: McMinnville Fire Department, Police Department, Engineering Department, Public Works Department, Building Department, Parks Department, Wastewater Services; and City Manager; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Planning Department; Oregon Department of State Lands; Oregon Department of Transportation; Frontier Communications; Comcast; Recology; and Northwest Natural Gas. Comments received are incorporated in this document.

DECISION

Based on the findings and conclusionary findings, the City Council finds the applicable criteria are satisfied with conditions and **APPROVES** the Planned Development Overlay Text Amendment (ZC 2-20) **subject to conditions of approval provided in this document.**

////////////////////////////////////
DECISION: APPROVAL
////////////////////////////////////

City Council: _____ Date: _____
Scott Hill, Mayor of McMinnville

Planning Commission: _____ Date: _____
Roger Hall, Chair of the McMinnville Planning Commission

Planning Department: _____ Date: _____
Heather Richards, Planning Director

I. APPLICATION SUMMARY:

Request

The proposal is for a Zoning Text Amendment to amend the Three Mile Lane Planned Development Overlay Ordinance (Ordinance No. 4131 as amended by Ordinance No. 4572) to allow additional freestanding signs for businesses that employ drive-up service within Zone 2 of the overlay district.

The applicant is proposing to add the following language to Section 5B of the Three Mile Lane Planned Development Overlay which regulates signage on commercially and industrially designated properties within Zone 2:

“Additional freestanding signs are permitted with businesses that employ drive-up service. One such sign, not to exceed 36 square feet in area or six feet in height, is allowed per order station. In addition, one secondary sign, a maximum of 15 square feet in area and five feet in height, is allowed per order station. Any freestanding sign that has copy facing toward a public street shall be located a minimum of thirty (30) feet from that street’s property line. Wall mount signs shall be exempt from this.”

The proposed language is found in Section 17.62.070(F) – Permanent Sign Regulations of the McMinnville Zoning Ordinance. Section 17.62.070(F) was added to Section 17.62.070 in 2011 (Ordinance No. 4935) and amended to the current language seen above in 2016 (Ordinance No. 5013). However, Section 17.62.020-Scope states that “...this chapter does not apply to lands within the areas described in [...] the Three Mile Lane Ordinances 4572 and 4131.” Therefore, the applicant is requesting the zoning text amendment to the Three Mile Lane Planned Development Overlay Ordinance to include language allowing Drive-Up Service Signs as permitted in the City of McMinnville outside of the Three Mile Lane Overlay District.

An application for a Three Mile Lane Development Review has been submitted concurrently with the Zoning Text Amendment application. The Three Mile Lane development proposed by the applicant is the addition of a second drive-thru service lane with associated signage at an existing McDonald’s restaurant located in Zone 2 of the Three Mile Lane Planned Development Overlay District.

Summary of Criteria & Issues

The application (ZC 2-20) is subject to Zoning Text Amendment review criteria provided in the Zoning Text Amendment application and consistent with Section 17.74.020 of the McMinnville Municipal Code (MMC). Zoning Text Amendment requests are processed in accordance with Section 17.72.120. The goals and policies in Volume II of the Comprehensive Plan are also independent approval criteria for all land use decisions.

The specific criteria for Zoning Text Amendment requests on the Zoning Text Amendment application have been deemed necessary by the Planning Director in accordance with MMC Section 17.72.020(G), and require the applicant to demonstrate that:

4. The proposed change is consistent with the relevant goals and policies of the McMinnville Comprehensive Plan and this code.
5. There is a public need for a change of the kind in question.
6. The need will be best served by changing the classification of the particular piece of property in question as compared with other available property.

The applicant has provided findings to support the request for a Zoning Text Amendment. These will be discussed in detail in Section VII (Conclusionary Findings) below.

II. CONDITIONS:

Not applicable.

III. ATTACHMENTS:

1. ZC 2-20 Application and Attachments (on file with the Planning Department)

IV. COMMENTS:

Agency Comments

This matter was referred to the following public agencies for comment: McMinnville Fire Department, Police Department, Engineering Department, Public Works Department, Building Department, Parks Department, Wastewater Services; and City Manager; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Planning Department; Oregon Department of State Lands; Oregon Department of Transportation; Frontier Communications; Comcast; Recology; and Northwest Natural Gas. In addition, notice was provided to the Oregon Department of Land Conservation and Development. The following comments were received:

- McMinnville Building Department
No building code issues.
- McMinnville Engineering Department
No comments.
- McMinnville Water & Light
MW&L has no comments on either of these submittals.
- Comcast
We have no conflicts with this project.

Public Comments

Notice of this request was mailed to property owners located within Zone 2 of the Three Mile Lane Planned Development Overlay District. Notice of the public hearing was also provided in the News Register on Tuesday, February 9, 2021. The Planning Commission conducted a public hearing on February 18, 2021. No public comments were provided in advance of the public hearing and no public testimony was provided at the public hearing.

V. FINDINGS OF FACT - PROCEDURAL FINDINGS

1. The applicant, Alexander Taam, Freiheit Architecture, on behalf of McDonald's Corporation, submitted the Zoning Text Amendment application (ZC 2-20) on November 24, 2020. Application fees were paid on December 9, 2020.
2. The applicant was not required to hold a neighborhood meeting, per MMC 17.72.095(A)(1).
3. The application was deemed incomplete on January 5, 2021. The applicant submitted revised application materials on January 7, 2021.

4. Based on the revised application materials, the application was deemed complete on January 22, 2021. Based on that date, the 120 day land use decision time limit expires on May 22, 2021.
5. Notice of the application was referred to the following public agencies for comment in accordance with Section 17.72.120 of the Zoning Ordinance: McMinnville Fire Department, Police Department, Engineering Department, Public Works Department, Building Department, Parks Department, Wastewater Services; and City Manager; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Planning Department; Oregon Department of State Lands; Oregon Department of Transportation; Frontier Communications; Comcast; Recology; and Northwest Natural Gas. In addition, notice was provided to the Oregon Department of Land Conservation and Development. In addition, notice was provided to the Oregon Department of Land Conservation and Development. Comments received from agencies are addressed in the Decision Document.
6. Notice of the application and the February 18, 2021 Planning Commission public hearing was mailed to property owners within Zone 2 of the Three Mile Lane Planned Development Overlay District in accordance with Section 17.72.120 of the Zoning Ordinance on January 29, 2021.
7. Notice of the application was provided to the Department of Land Conservation and Development on February 2, 2021.
6. Notice of the application and the February 18, 2021 Planning Commission public hearing was published in the News Register on Tuesday, February 9, 2021, in accordance with Section 17.72.120 of the Zoning Ordinance.
7. No public testimony was submitted to the Planning Department prior to the Planning Commission public hearing.
8. On February 18, 2021, the Planning Commission held a duly noticed public hearing to consider the request.
9. On March 9, 2021, the McMinnville City Council considered Ordinance No. 5101 approving ZC 2-20 based on the Planning Commission recommendation.

VI. FINDINGS OF FACT - GENERAL FINDINGS

Not applicable.

VII. CONCLUSIONARY FINDINGS:

The Conclusionary Findings are the findings regarding consistency with the applicable criteria for the application. The applicable criteria for a Zone Change are specified in 17.74.020 of the Zoning Ordinance, which include consistency with the Comprehensive Plan.

Comprehensive Plan Volume II:

The following Goals, Policies, and Proposals from Volume II of the Comprehensive Plan provide criteria applicable to this request:

The implementation of most goals, policies, and proposals as they apply to this application are accomplished through the provisions, procedures, and standards in the city codes and master plans, which are sufficient to adequately address applicable goals, policies, and proposals as they apply to this application.

The following additional findings are made relating to specific Goals and Policies:

CHAPTER IV: ECONOMY OF McMinnville

GOAL IV 1: TO ENCOURAGE THE CONTINUED GROWTH AND DIVERSIFICATION OF McMinnville's Economy in order to enhance the general well-being of the community and provide employment opportunities for its citizens.

APPLICANT'S RESPONSE: The proposal is consistent with this goal because the proposed language would allow the growth of this restaurant through additional signage supporting a more efficient drive-thru configuration. With the addition of the updated drive-thru more customers will be able to access this restaurant which encourages the continued growth and diversification of McMinnville's economy.

FINDING: SATISFIED. Staff concurs with the applicant's finding.

GOAL IV 2: TO ENCOURAGE THE CONTINUED GROWTH OF McMinnville as the commercial center of Yamhill County in order to provide employment opportunities, goods, and services for the city and county residents.

Policy 21.03 The City shall support existing businesses and industries and the establishment of locally owned, managed, or controlled small businesses. (Ord.4796, October 14, 2003)

APPLICANT'S RESPONSE: The proposed language we seek to adopt would allow continued growth of McMinnville as the commercial center for Yamhill County because it would encourage other businesses to utilize the allowable signage and increase public relations in the area. Other restaurants of the same nature would also have the opportunity to upgrade their drive-up services resulting in providing more services to the city and county residents.

FINDING: SATISFIED. Adoption of the proposed text amendment would support existing business within Zone 2 of the Three Mile Lane Planned Development Overlay District. The additional signage allowed would allow expansion of commercial and industrial uses that employ drive-thru services to respond to changing public demand.

GOAL IV 3: TO ENSURE COMMERCIAL DEVELOPMENT THAT MAXIMIZES EFFICIENCY OF LAND USE THROUGH UTILIZATION OF EXISTING COMMERCIALY DESIGNATED LANDS, THROUGH APPRIATELY LOCATING FUTURE COMMERCIAL LANDS, AND DISCOURAGING STRIP DEVELOPMENT.

Policy 34.00 The City of McMinnville shall develop and maintain guidelines concerning the size, placement, and type of signs in commercial areas.

APPLICANT'S RESPONSE: The proposal ensures the maximum efficiency of land use through the utilization of the existing McDonald's and the existing commercially designated land it is on. Our proposal is based from using the existing restaurant by enhancing the current service with more instances of signage; maintaining size, placement and type of signage in commercial areas. Our proposal is simply to increase the instance quantity of signage drive-thru establishments.

FINDING: SATISFIED. Staff concurs with the applicant's finding. Staff adds that the proposed text amendment would apply guidelines concerning the size, placement, and type of additional signs associated with drive-thru services on commercially designated lands within Zone 2 of the

Three Mile Lane Planned Development Overlay District. Additionally, the proposed text amendment would not change the requirement for all signage in the Three Mile Lane area to undergo review and approval by the Three Mile Lane Design Committee.

GOAL X 1: TO PROVIDE OPPORTUNITIES FOR CITIZEN INVOLVEMENT IN THE LAND USE DECISION MAKING PROCESS ESTABLISHED BY THE CITY OF McMinnville.

Policy 188.00 The City of McMinnville shall continue to provide opportunities for citizen involvement in all phases of the planning process. The opportunities will allow for review and comment by community residents and will be supplemented by the availability of information on planning requests and the provision of feedback mechanisms to evaluate decisions and keep citizens informed.

APPLICANT’S RESPONSE: None.

FINDING: SATISFIED. McMinnville continues to provide opportunities for the public to review and obtain copies of the application materials and completed staff report prior to the holding of advertised public hearing(s). All members of the public have access to provide testimony and ask questions during the public review and hearing process.

Three Mile Lane Planned Development Overlay

The Three Mile Lane Planned Development Overlay was adopted by Ordinance No. 4131 and amended by Ordinance No. 4572. The following Sections of the Three Mile Lane Planned Development Overlay (Ord. No. 4131 as amended by Ord. No. 4572) are applicable to the request:

Section 1. Statement of Purpose. The City of McMinnville finds that the development of lands on the north and south sides of Three Mile Lane (Oregon Highway 18) is acceptable if provisions are made to integrate the dual functions of the highway as a bypass around the City and a land service arterial for adjacent properties. The City also finds that development along Three Mile Lane is desirable if it is of good quality and design, if the living and working environments developed are compatible with each other, and if the living environment includes open spaces, parks, and features buffering of residential uses from the highway. The City recognized, during the comprehensive planning process, that to insure that these concerns are met, proper designations on the McMinnville Comprehensive Plan and Zoning Maps must be made, and, further, that a planned development overlay must be placed over the area establishing specific conditions for development.

APPLICANT’S RESPONSE: None.

FINDING: SATISFIED. Staff finds that the proposed text amendment to the Three Mile Lane Planned Development Overlay is consistent with the Statement of Purpose. The proposed language supports desirable development, encourages good quality and design of commercial lands, and further helps to ensure the compatibility of living and working environments.

Section 4. Policies. The following policies shall apply to the property described on the map in Exhibit “A”:

- A. The goals and policies of the McMinnville Comprehensive Plan, Volume II, and applicable regulations and standards in Volume III, and other City codes shall be adhered to.
- B. A one hundred twenty (120) foot setback from the centerline of Highway 18 shall be established both north and south of the highway.
- C. Access requirements adopted hereafter in an access plan for this area shall be adhered to. Provisions of the plan shall include:
 1. The minimization of entrances onto Three Mile Lane;
 2. The development of on-site circulation systems, connecting to adjoining properties, including public frontage roads;

3. The provisions of acceleration-deceleration lanes and left-turn refuges when and where necessary and practicable.
 4. The provision of bikeways along frontage roads or on-site circulation systems. Bikeway connections accessing Three Mile Lane shall be provided so that the frontage road or on-site circulation system can serve as an alternative route for cyclists traveling along Three Mile Lane.
- D. Landscaping and buffer strips along the highway frontage may be required including noise buffering methods, such as berms and/or plantings.
 - E. Mixed housing-type residential developments shall be allowed and encouraged in those areas designated as residential.
 - F. Temporary signage shall be allowed as per Section 17.62.060(B)(3) of the McMinnville Zoning Ordinance (No. 3380). (Ord. 4988 §1, 2015)

APPLICANT’S RESPONSE: None.

FINDING: SATISFIED. As described in specific findings above, the proposed text amendment to the Three Mile Lane Planned Development Overlay is consistent with the applicable goals and policies of the McMinnville Comprehensive Plan, Volume II.

Section 5. Signs. The following regulations apply to those properties designated as either industrial or commercial on the McMinnville Comprehensive Plan Map and which are located within the area described in Exhibit “A.” All signage must be approved by the Three Mile Lane Design Review Committee and may not exceed the maximums established in this section. The Three Mile Lane Design Review Committee may take into account color selection; sign material; relationship to site and building design; size, form, mass, height, and scale of sign; the sign’s location and proximity to existing signs on adjacent parcels; and other sign design elements appropriate to ensuring that the proposed sign is compatible with the objectives of this ordinance. The Three Mile Lane Design Review Committee may require a proposed sign to be redesigned as necessary to make it consistent with the objectives of this ordinance including, but not limited to, restricting the size and height of the sign, its location, form, color, and material.

The Three Mile Lane Planned Development Overlay area is hereby divided into three “sign zones” which are depicted on Exhibit “B” which is attached hereto and is by this reference herein incorporated. Signage shall be regulated within the various sign zones as follows:

- B. Zone 2. The following regulations apply to commercially and industrially designated properties which fall within zone 2:
 1. That only one free-standing sign shall be allowed per parcel as they exist at the time of the passage of this ordinance and as they are represented on Exhibit “B”, subject to the following:
 - a. The maximum height of any free-standing sign shall be 30 feet, except as provided in subsection (B) (1) (c) below.
 - b. The maximum square footage per sign face is 64 square feet, and there shall be a maximum of two sign faces per free-standing sign, except as provided in subsection (B) (1) (c) below.
 - c. If two or more properties share a single free-standing sign, said sign shall be a maximum of 35 feet in height, and each property sharing the sign shall be entitled to up to 64 square feet of sign face per side on a maximum of two sides. The shared free-standing sign would exhaust the allowance for free-standing signs listed in subsection (B) (1) (a) above for all parcels represented.
 - d. A free-standing sign is allowed only on properties with frontage on the Highway 18 frontage road.

2. In lieu of a free-standing sign as listed in subsection 1 above, one monument-type sign shall be allowed per parcel as they exist at the time of the passage of this ordinance and as they are represented on Exhibit "B", subject to the following:
 - a. Maximum square footage per sign face shall be 50 square feet, and there shall be a maximum of two sign faces per monument sign.
 - b. Maximum sign height shall be six feet, and the top of the sign shall not be more than eight feet above the center line grade of the Three Mile Lane frontage road.
 - c. Monument signs shall be non-illuminated, indirectly illuminated, neon, or may have individually back-lit letters, providing that no plastic sign cabinets are allowed.
3. All other signs, with the exception of incidental directional signage, must be flush against the buildings and not protrude more than 12 inches from the building face, subject to the following:
 - a. Total area of building signage may not exceed eight percent of the total area of the face of the building which is most closely parallel to Highway 18 or the frontage road and may not exceed four percent on the other sides.
 - b. The area of building signs shall be measured as the area around or enclosing each sign cabinet, or where sign cabinets are not used, the area shall be that within a single continuous perimeter composed of any straight line geometric figure which encloses the extreme limits of the advertising message.
4. If a parcel is divided after the date of the adoption of this ordinance, the sign allowances established in subsections 1 and 2 above will apply only to the original parcel or what remains of it and newly created parcels are limited to the sign allowances established in subsection 3 above except as provided in subsection (B) (5) below.
5. The Three Mile Lane Design Review Committee may allow the sharing of a single free-standing sign by an original parcel or what remains of it and parcels divided after the date of the adoption of this ordinance. The total sign size shall not exceed that allowed for the original parcel.
6. Portable signs and signs with flashing or moving parts are prohibited.

APPLICANT'S RESPONSE: None.

FINDING: SATISFIED. The proposed amendment to this section is not inconsistent with existing sign regulations for Zone 2 of the Three Mile Lane Planned Development Overlay District. The amendment would allow and regulate additional signs only for uses that employ drive-thru services, and does not revise other sign standards as adopted by Ordinance No. 4572.

Section 6. Procedures for Review:

A. No development or signage may take place within the Three Mile Lane Planned Development Overlay without such development or signage gaining the approval of the Three Mile Lane Design Review Committee.

B. Zone changes submitted for approval shall be processed under the requirements and standards of Chapter 17.51 of McMinnville Ordinance 3380 (Zoning Ordinance)

APPLICANT'S RESPONSE: None.

FINDING: SATISFIED. The proposed amendment is not inconsistent with existing procedures for review of the Three Mile Lane Planned Development Overlay District. Additional signage for uses employing drive-thru services would be subject to review and approval by the Three Mile Lane Design Review Committee.

McMinnville Zoning Ordinance

The McMinnville Zoning Ordinance is Title 17 of the McMinnville Municipal Code. The following Sections of the McMinnville Zoning Ordinance (Ord. No. 3380) are applicable to the request:

Chapter 17.72. Applications and Review Process

17.72.020 Application Submittal Requirements. Applications shall be filed on forms provided by the Planning Department and shall be accompanied by the following;

- A. A scalable site plan of the property for which action is requested. The site plan shall show existing and proposed features, such as access, lot and street lines with dimensions in feet, distances from property lines, existing and proposed buildings and significant features (slope, vegetation, adjacent development, drainage etc.)
- B. An explanation of intent, nature and proposed use of the development, and any pertinent background information.
- C. Property description and assessor map parcel numbers(s).
- D. A legal description of the property when necessary.
- E. Signed statement indicating that the property affected by the application is in the exclusive ownership or control of the applicant, or that the applicant has the consent of all partners in ownership of the affected property.
- F. Materials required by other sections of the McMinnville Zoning Ordinance specific to the land use application.
- G. Other materials deemed necessary by the Planning Director to illustrate compliance with applicable review criteria, or to explain the details of the requested land use action.

APPLICANT’S RESPONSE: [See responses below].

FINDING: SATISFIED. In response to the applicant’s request for a Zoning Text Amendment, the Planning Director required demonstration of compliance with the following three (3) criteria, as provided on the Zoning Text Amendment application form. See findings for individual criteria below:

- 1. The proposed change is consistent with the relevant goals and policies of the McMinnville Comprehensive Plan and this code.

APPLICANT’S RESPONSE: [See responses provided for specific goals, policies, and code].

FINDING: SATISFIED. As demonstrated in findings in this document, the proposed text amendment is consistent with Comprehensive Plan goals and policies, and this code.

- 2. There is a public need for a change of the kind in question.

APPLICANT’S RESPONSE: Given the current status of the nation more people are turning toward services that minimize human contact. Allowing additional signage to this drive-thru would fulfill the public’s need for a safe delivery method of food. Ultimately the allowance for more signage at business with drive-up services would allow for a more positive customer experience.

FINDING: SATISFIED. Staff concurs with the applicant’s finding. Since the start of the COVID-19 pandemic, consumer research has shown that the demand for drive-thru service and accommodation of digital ordering and pickup has increased as consumers seek a contactless experience. The text amendment request is in response to changing demographics in the restaurant industry stemming most recently from public health and

safety concerns, and the need to have the flexibility to adjust business practices for those eligible uses to reflect the changing public need.

3. The need will be best served by changing the classification of the particular piece of property in question as compared to other available property.

APPLICANT'S RESPONSE: Comparing to other available properties is not applicable as this project is not evaluating alternative properties; our goal is to improve the existing drive-thru restaurant by increasing ease of the customer experience by providing a more efficient method of ordering and receiving food, the proposed additional signage will support that effort.

FINDING: SATISFIED. The proposed text amendment allowing additional signage for uses employing drive-thru services would only impact those commercial and industrial properties within Zone 2 of the Three Mile Lane Planned Development Overlay District. The same allowances are provided for other commercially designated properties throughout the City by MMC Section 17.62.070(F). Relocating existing commercial or industrial uses that employ drive-thru services within Zone 2 of the Three Mile Lane Planned Development Overlay District to an area outside of the overlay district so that the demand for additional drive-thru services can be met is not practical.

JF

ORDINANCE NO. 5102

AN ORDINANCE APPROVING TML 2-20, A THREE MILE LANE DESIGN REVIEW FOR DRIVE-UP SIGNAGE AT 225 NE NORTON LANE, MCDONALD'S RESTAURANT.

RECITALS:

On April 7, 1981, the McMinnville City Council approved Ordinance No. 4131, creating a Three Mile Lane Planned Development Overlay that provided design and development guidelines for the property within the city limits on the north and south side of Highway 18 (Three Mile Lane); and

On November 8, 1994, the McMinnville City Council approved Ordinance No. 4572, amending Ordinance No. 4131, providing additional design and development standards for the Three Mile Land Planned Development Overlay; and

On January 22, 2021, the Planning Department received application TML 2-20 (Three Mile Lane Development Review) from Alexander Taam, Freiheit Architecture, on behalf of McDonald's Corporation, to add a second drive-thru to their site; and

At the same time, on January 22, 2021, the Planning Department received an application from Alexander Taam, Freiheit Architecture, on behalf of McDonald's Corporation to amend the ordinances governing the Three Mile Lane Planned Development Overlay to allow drive-up signage in Zone 2 of the overlay; and

A public hearing before the McMinnville Planning Commission was held on February 18, 2021, after due notice had been provided in the local newspaper on February 9, 2021, and written notice had been mailed to property owners within 300 feet of the affected property; and

At said public hearing, the application materials and a staff report were presented, and applicant and public testimony was received.

The Planning Commission, being fully informed about said request, found that the requested Three Mile Lane Overly Design Review application conformed to the applicable Comprehensive Plan goals and policies and review criteria based on the material submitted by the applicant and the findings of fact and conclusionary findings for approval contained in Exhibit A if ZC 2-20 was approved; and

The Planning Commission, by a vote of 9-0, recommended approval of said Three Mile Lane Development Review to the McMinnville City Council; and

On March 9, 2021, the City Council voted to approve Ordinance No. 5101 amending the Three Mile Lane Planned Development Overlay allowing drive-up signage in Zone 2, and approving ZC 2-20; and

The City Council having received the Planning Commission recommendation and staff report, and having deliberated;

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

1. That the Council adopts the Decision, Conditions, Findings of Fact and Conclusionary Findings as documented in Exhibit A approving TML 2-20; and
2. That this Ordinance shall take effect 30 days after its passage by the City Council.

Passed by the Council this 9th day of March 2021, by the following votes:

Ayes: _____

Nays: _____

MAYOR

Attest:

Approved as to form:

CITY RECORDER

CITY ATTORNEY



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

503-434-7311
www.mcminnvilleoregon.gov

DECISION, CONDITIONS, FINDINGS OF FACT AND CONCLUSIONARY FINDINGS FOR THE APPROVAL OF THREE MILE LANE DEVELOPMENT REVIEW FOR THE ADDITION OF A SECOND DRIVE-THRU SERVICE LANE AND ASSOCIATED SIGNAGE AT 225 NE NORTON LANE.

- DOCKET:** TML 2-20 (Three Mile Lane Development Review)
- REQUEST:** Application for Three Mile Lane Development Review to allow for the construction of a second drive-through service lane and associated signage at a McDonald's restaurant within the Three Mile Lane Planned Development Overlay District.
- LOCATION:** 225 NE Norton Lane (Tax Lot 1602, Section 22CD, T.4 S., R. 4 W., W.M.)
- ZONING:** C-3 PD (General Commercial Planned Development)
- APPLICANT:** Alexander Taam, Freiheit Architecture, on behalf of McDonald's Corporation, property owner
- STAFF:** Jamie Fleckenstein, Associate Planner
- DATE DEEMED COMPLETE:** January 22, 2021
- HEARINGS BODY & ACTION:** The McMinnville Planning Commission makes a recommendation for approval or denial to the City Council.
- HEARING DATE & LOCATION:** February 18, 2021, Civic Hall, 200 NE 2nd Street, McMinnville, Oregon, and Zoom Online Meeting ID 936 9511 5511.
- DECISION-MAKING BODY & ACTION:** The McMinnville City Council makes a final decision for approval or denial to the City Council.
- DECISION DATE & LOCATION:** March 9, 2021, Civic Hall, 200 NE 2nd Street, McMinnville, Oregon, and Zoom Online Meeting ID 918 8312 0529.
- PROCEDURE:** The application for Three Mile Lane Development Review was submitted concurrently with an application for a Zoning Text Amendment. As described in Section 17.72.070 of the McMinnville Municipal Code, concurrent applications shall be processed simultaneously and subject to the hearing procedure that affords the most opportunity for public hearing and notice. Therefore, the application for Three Mile Lane Development Review shall be processed in accordance with the procedures in Section 17.72.120 of the McMinnville

I. APPLICATION SUMMARY:

Subject Property & Request

The proposal is an application for Three Mile Lane Development Review to allow for the construction of a second drive-thru service lane and associated signage at a McDonald's restaurant within the Three Mile Lane Planned Development Overlay district. The subject site is located at 225 NE Norton Lane and is more specifically described as Tax Lot 1602, Section 22CD, T.4 S., R. 4 W., W.M. The property is located within Zone 2 of the Three Mile Lane Planned Development Overlay district.

The subject property is located on the west side of NE Norton Lane, north of NE Cumulus Avenue. The subject property is zoned C-3 (General Commercial).

See Vicinity Map (Figure 1), Zoning Map (Figure 2), Applicant's Proposed Site Plan (Figure 3), and Applicant's Proposed Signage Plans (Figure 4) below.

Figure 1: Vicinity Map (Subject Site Approximate)

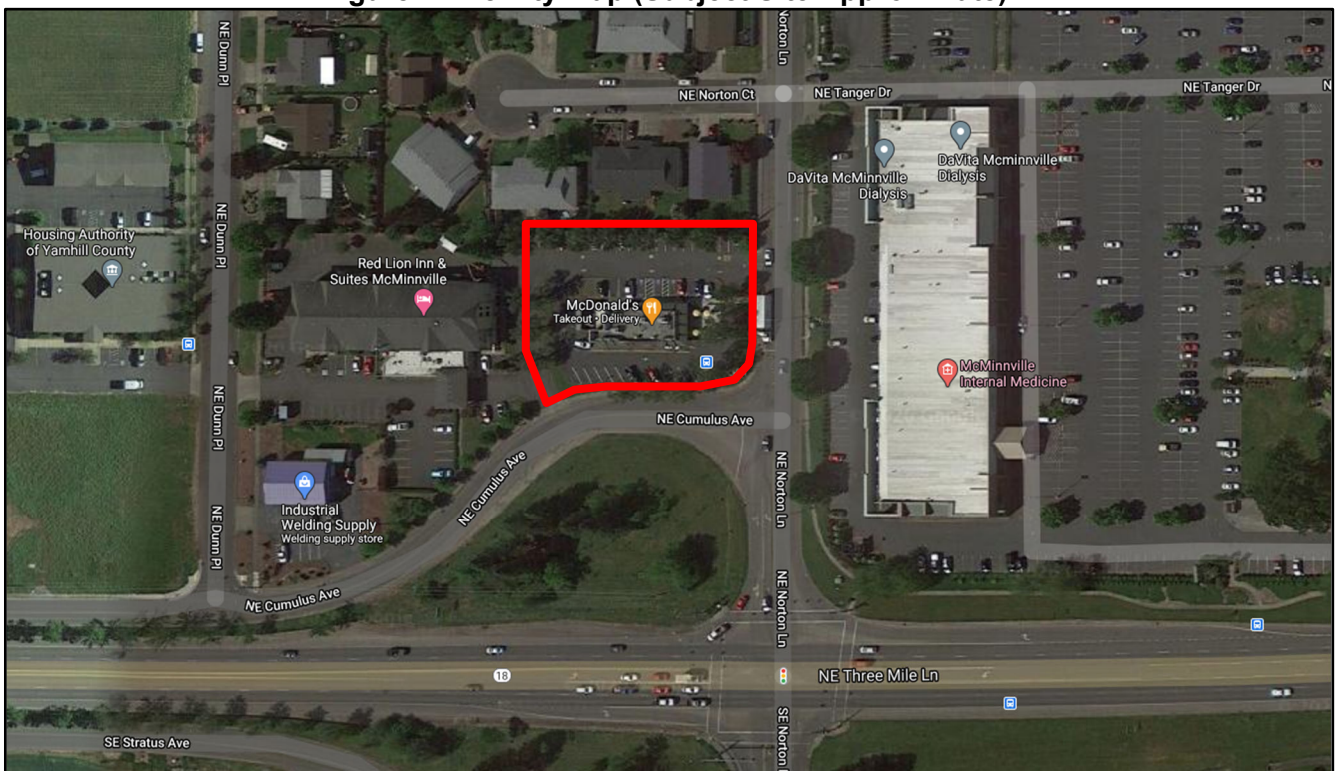


Figure 2: Zoning Map

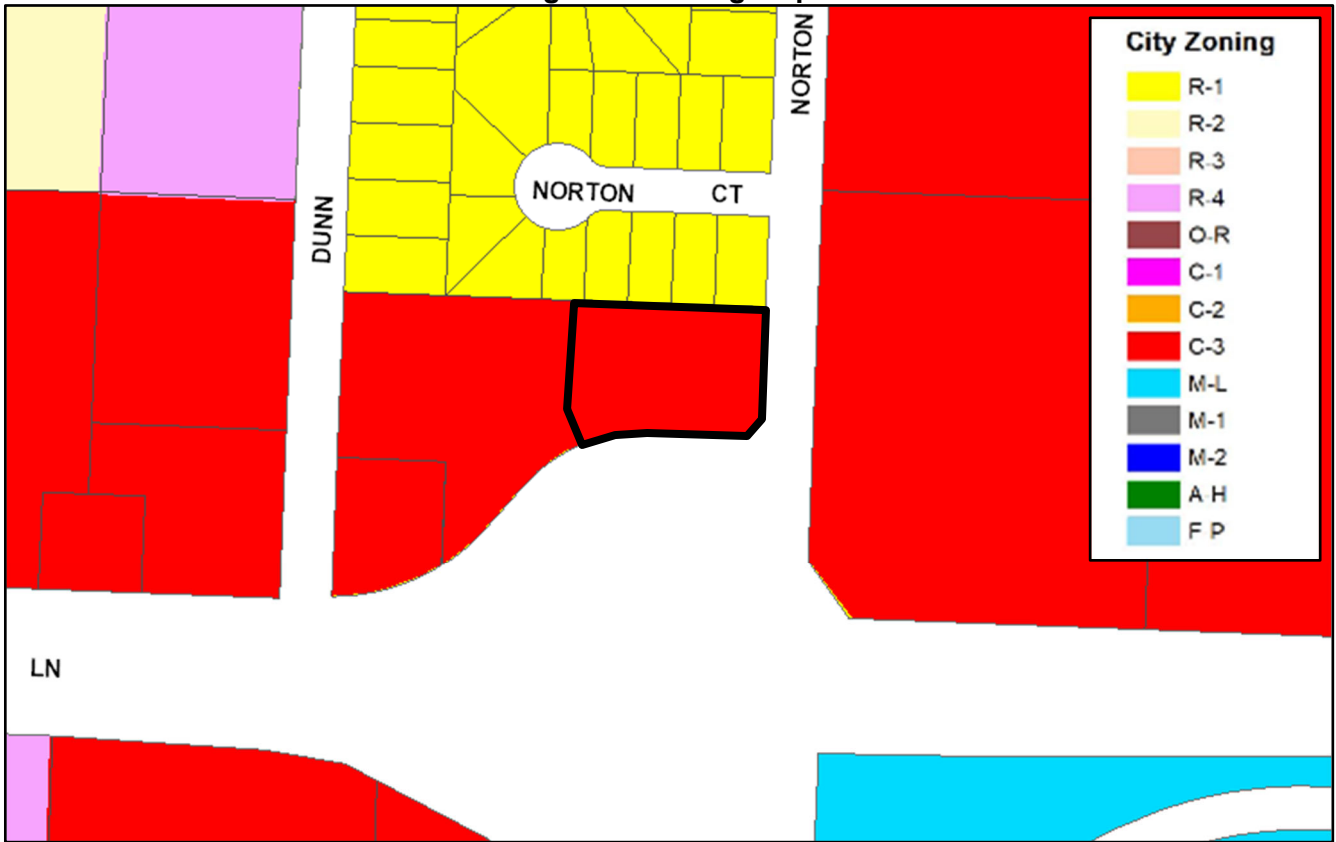


Figure 3: Applicant's Proposed Site Plan

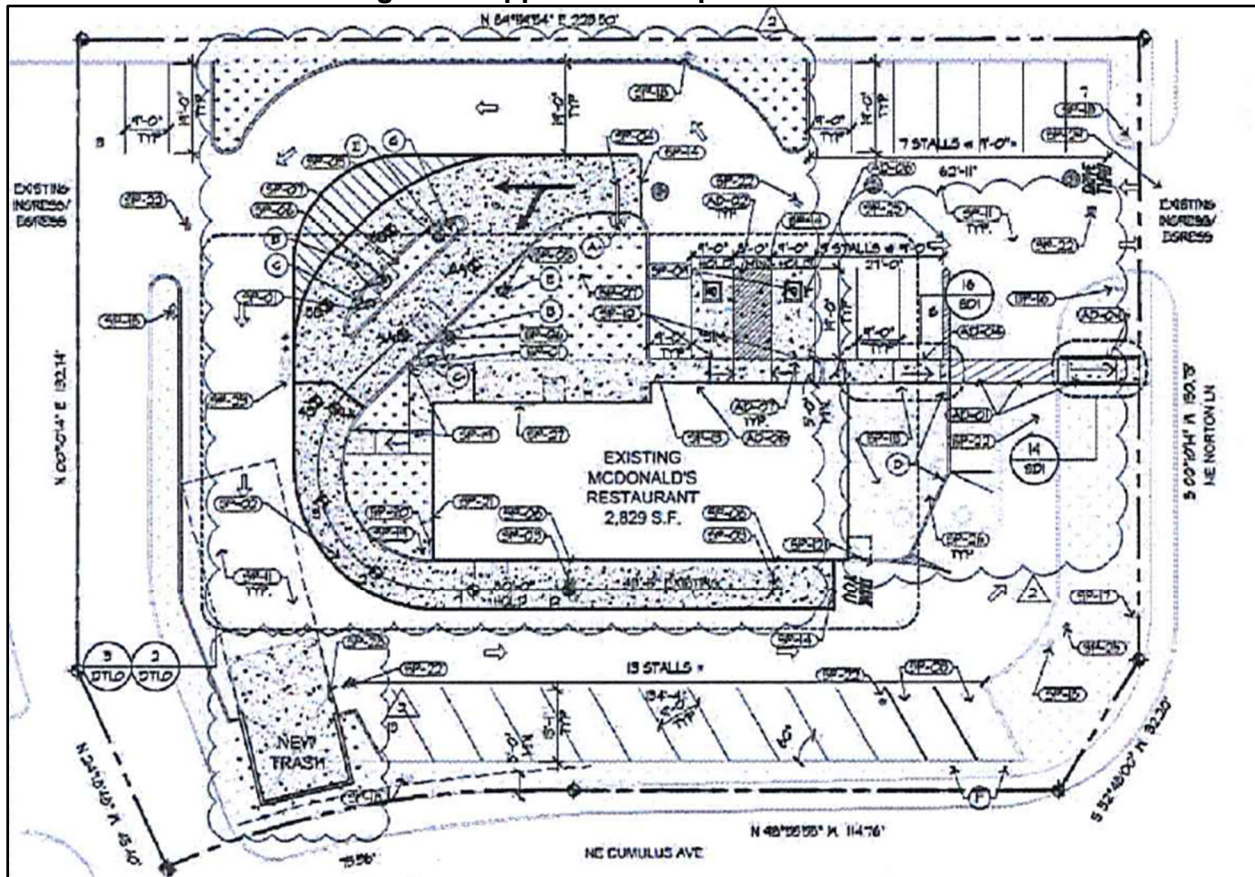
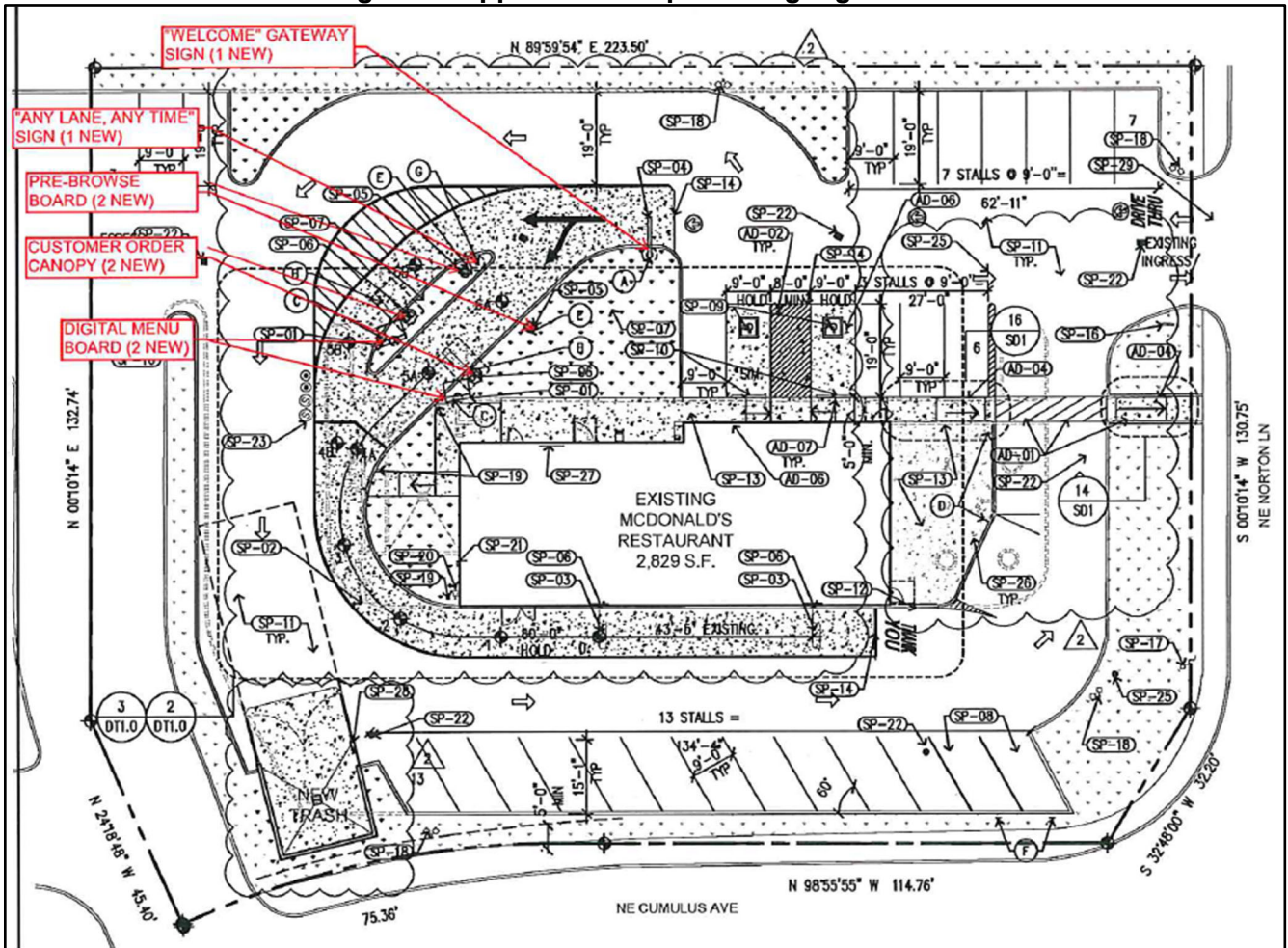
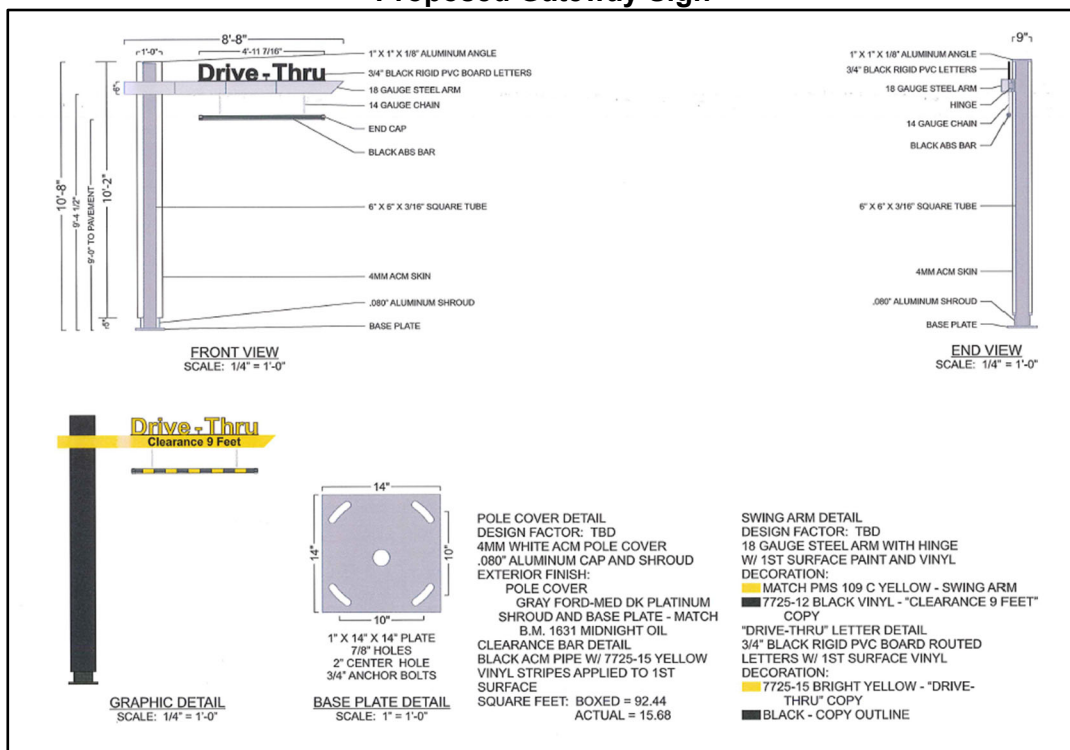


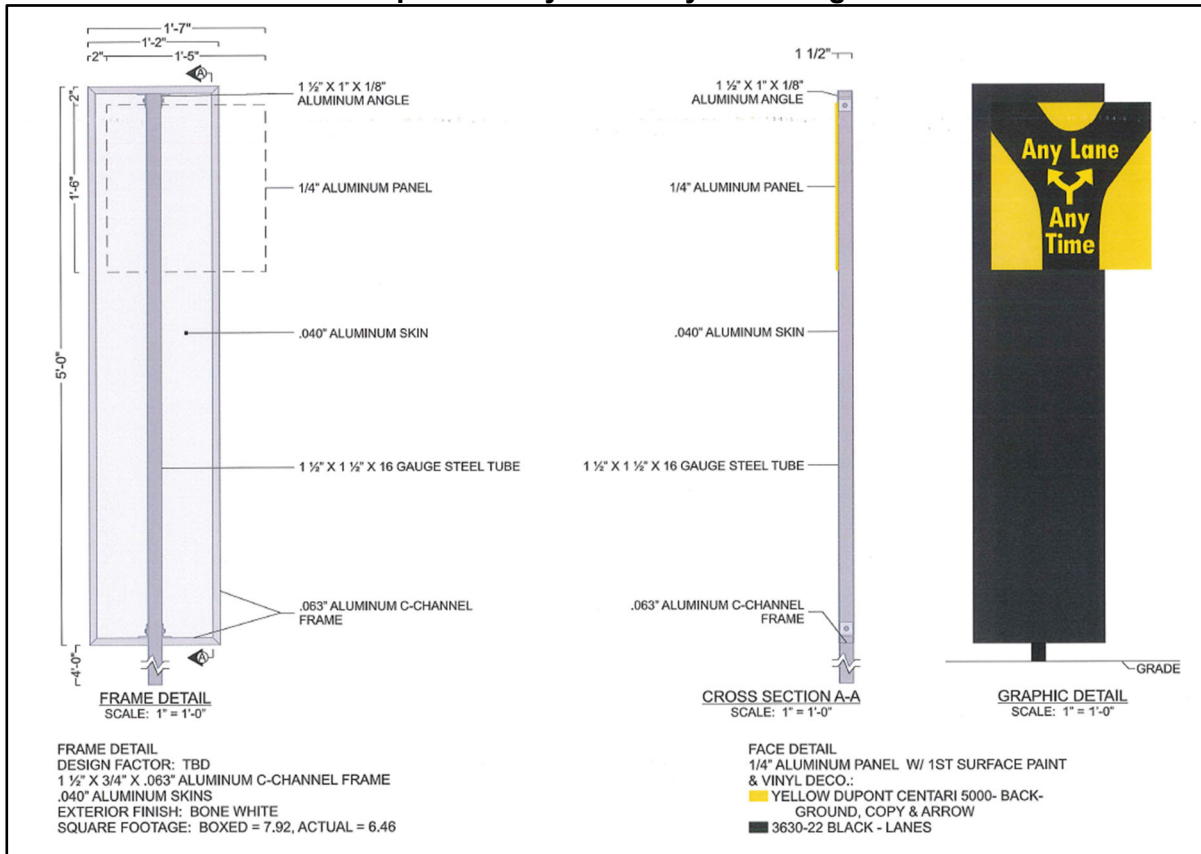
Figure 4: Applicant's Proposed Signage Plans



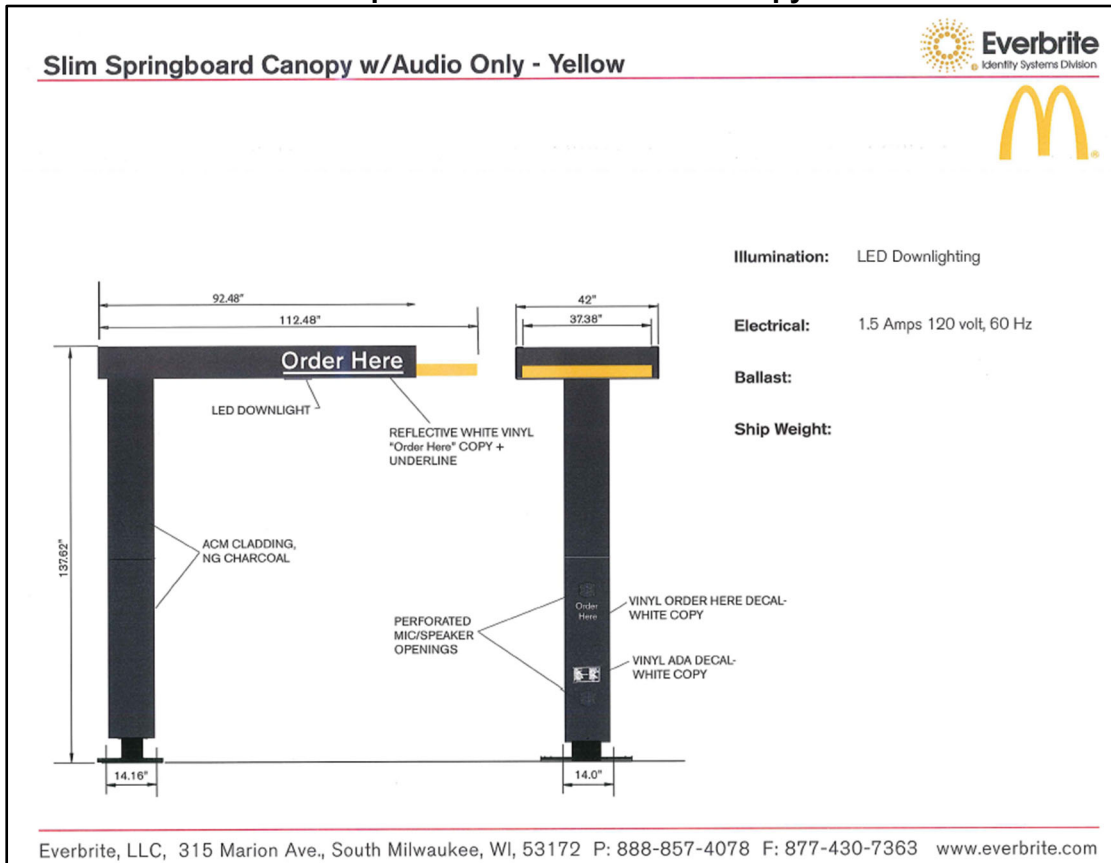
Proposed Gateway Sign



Proposed "Any Lane Any Time" Sign



Proposed Customer Order Canopy



Proposed Digital Pre-Browse Board

Frame	Hot dip galvanized + anti-graffiti powder coated steel	ODMB 02 SINGLE Displays Samsung OH55F Hardware Stratacache Spectra NG Heating/Cooling Watlow 100W Heater Sunon 120mm AC Fan Power Supply Units 60W DC Media Player Power Supply Power Cables 1 x IEC Power Cable Electrical Components Isolated Ground 2 x IG Receptacles 20A Circuit Breaker Communication Cables 2 x HDMI 1 x RS232 Certification UL Certified
Brackets	Hot dip galvanized	
Panels	Aluminium + anti-graffiti powdercoat	
Access fasteners	Security Torx	
Media player access	Dual camlock	
Eyebolt	Stainless crane on	
Baseplate	McDonalds spec triple mounting pattern option	

SCALE: 1/2" = 1'-0"

GRAPHIC DETAIL
NOT TO SCALE

Proposed Digital Menu Board

MB

Frame	Hot dip galvanized + anti-graffiti powder coated steel	ODMB 02 DOUBLE Displays 2 x Samsung OH55F Hardware 2 x Stratacache Spectra NG Heating/Cooling Watlow 100W Heater Sunon 120mm AC Fan Power Supply Units 2 x 60W DC Media Player Power Supply Power Cables 2 x IEC Power Cables Electrical Components Isolated Ground 2 x IG Receptacles 20A Circuit Breaker Communication Cables 4 x HDMI 2 x RS232 Certification UL Certified
Brackets	Hot dip galvanized	
Panels	Aluminium + anti-graffiti powdercoat	
Access fasteners	Security Torx	
Media player access	Dual camlock	
Eyebolt	Stainless crane on	
Baseplate	McDonalds spec triple mounting pattern option	

SCALE: 1/2" = 1'-0"

GRAPHIC DETAIL
NOT TO SCALE

Summary of Criteria & Issues

The application is subject to the policies and procedures of the Three Mile Lane Planned Development Overlay district, which was originally adopted by Ordinance 4131 and later amended by Ordinance 4572. Section 4 of Ordinance 4572 includes the following policies that regulate development within the Three Mile Lane Planned Development Overlay district:

- A. The goals and policies of the McMinnville Comprehensive Plan, Volume II, and applicable regulations and standards in Volume III, and other City codes shall be adhered to.
- B. A one hundred twenty (120) foot setback from the centerline of Highway 18 shall be established both north and south of the highway.
- C. Access requirements adopted hereafter in an access plan for this area shall be adhered to. Provisions of the plan shall include:
 - 1. The minimization of entrances onto Three Mile Lane;
 - 2. The development of on-site circulation systems, connecting to adjoining properties, including public frontage roads;
 - 3. The provisions of acceleration-deceleration lanes and left-turn refuges when and where necessary and practicable.
 - 4. The provision of bikeways along frontage roads or on-site circulation systems. Bikeway connections accessing Three Mile Lane shall be provided so that the frontage road or on-site circulation system can serve as an alternative route for cyclists traveling along Three Mile Lane.
- D. Landscaping and buffer strips along the highway frontage may be required including noise buffering methods, such as berms and/or plantings.
- E. Mixed housing-type residential developments shall be allowed and encouraged in those areas designated as residential.
- F. Temporary signage shall be allowed as per Section 17.62.060(B)(3) of the McMinnville Zoning Ordinance (No. 3380).

In addition, Section 5 of Ordinance 4572 includes standards for permanent signage within the Three Mile Lane Planned Development Overlay district. These standards will be described in more detail in Section VII (Conclusionary Findings) below.

The applicant has provided findings to support the request for Three Mile Lane Development Review. These will be discussed in detail in Section VII (Conclusionary Findings) below.

II. CONDITIONS:

- 1. That the decision for approval of Three Mile Lane Development Review (TML 2-20) is not rendered, and does not take effect, until and unless the Zoning Text Amendment request (ZC 2-20) is approved by the City Council.
- 2. That the two (2) Digital Pre-Browse Boards shall not exceed five (5) feet in height.

III. ATTACHMENTS:

1. TML 2-20 Application and Attachments (on file with the Planning Department)

IV. COMMENTS:

Agency Comments

This matter was referred to the following public agencies for comment: McMinnville Fire Department, Police Department, Engineering Department, Public Works Department, Building Department, Parks Department, Wastewater Services; and City Manager; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Planning Department; Oregon Department of State Lands; Oregon Department of Transportation; Frontier Communications; Comcast; Recology; and Northwest Natural Gas. In addition, notice was provided to the Oregon Department of Land Conservation and Development. The following comments were received:

- McMinnville Building Department
No building code issues.
- McMinnville Engineering Department
No comments.
- McMinnville Water & Light
MW&L has no comments on either of these submittals.
- Comcast
We have no conflicts with this project.

Public Comments

Notice of this request was mailed to property owners located within 100 feet of the subject site, as required by Section 17.72.110 (Applications and Permits – Director’s Review with Notification). The following comments have been received:

- Email from Dorothy McQueen on February 1, 2021.
 - Concerns about sight, sound, and security issues with increased parking lot traffic and questioned if McDonald’s is improving the fence along the north property line.
- Testimony from Mark Davis on February 18, 2021 at the Planning Commission Public Hearing
 - Concerned that the second drive-thru lane would generate more traffic which would then create traffic issues on Highway 18 at the Norton Lane intersection.
- Testimony from Linda O’Hara on February 18, 2021 at the Planning Commission Public Hearing
 - Concerned that redevelopment would infringe on adjacent properties.
- Testimony from Hailey [last name not clear on audio recording] on February 18, 2021 at the Planning Commission Public Hearing
 - Supported a second ordering station to improve food service speed and efficiency.

V. FINDINGS OF FACT - PROCEDURAL FINDINGS

1. The applicant, Alexander Taam of Freiheit Architecture, on behalf of McDonald's Corporation, property owner, submitted the Three Mile Lane Development Review application (TML 2-20) on November 24, 2020. Application fees were paid on December 9, 2020.
2. The application was deemed incomplete on January 5, 2021. The applicant submitted revised application materials on January 7, 2021.
3. Based on the revised application materials, the application was deemed complete on January 22, 2021. Based on that date, the 120 day land use decision time limit expires on May 22, 2021.
4. Notice of the application was referred to the following public agencies for comment in accordance with Section 17.72.120 of the Zoning Ordinance: McMinnville Fire Department, Police Department, Engineering Department, Public Works Department, Building Department, Parks Department, Wastewater Services; and City Manager; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Planning Department; Oregon Department of State Lands; Oregon Department of Transportation; Frontier Communications; Comcast; Recology; and Northwest Natural Gas. In addition, notice was provided to the Oregon Department of Land Conservation and Development. In addition, notice was provided to the Oregon Department of Land Conservation and Development. Comments received from agencies are addressed in the Decision Document.
5. Notice of the application and the February 18, 2021 Planning Commission public hearing was mailed to property owners within 100 feet of the subject property in accordance with Section 17.72.110 of the Zoning Ordinance on January 29, 2021.
6. Notice of the application and the February 18, 2021 Planning Commission public hearing was published in the News Register on Tuesday, February 9, 2021, in accordance with Section 17.72.120 of the Zoning Ordinance.
7. Public testimony received by the Planning Department prior to the Planning Commission public hearing are addressed in the Decision Document.
8. On February 18, 2021, the Planning Commission held a duly noticed public hearing to consider the request.
9. On March 9, 2021, the McMinnville City Council considered Ordinance No. 5102 approving TML 2-20 based on the Planning Commission recommendation.

VI. FINDINGS OF FACT - GENERAL FINDINGS

1. **Location:** 225 NE Norton Lane (Tax Lot 1602, Section 22CD, T.4 S., R. 4 W., W.M.)
2. **Size:** 0.81 acres
3. **Comprehensive Plan Map Designation:** Commercial
4. **Zoning:** C-3PD (General Commercial Planned Development)
5. **Overlay Zones/Special Districts:** Three Mile Lane Planned Development Overlay District (Ordinance No. 4131 as amended by Ord. No. 4572)
6. **Current Use:** Restaurant with Drive-Thru Service
7. **Inventoried Significant Resources:**
 - a. **Historic Resources:** None

b. **Other:** None

8. **Other Features:**

a. **Slopes:** The site is relatively flat.

9. **Utilities:**

a. **Water:** The property is served by a water main in NE Norton Lane. The treatment plant has sufficient treatment capacity.

b. **Sewer:** The property is served by a sewer main in NE Norton Lane. The municipal water reclamation facility has sufficient capacity to accommodate expected waste flows resulting from the use.

c. **Stormwater:** The property is served by a stormwater sewer main in NE Norton Lane.

d. **Other Services:** Other services are available to the property. No overhead utilities are present adjacent to the property.

10. **Transportation:** NE Norton Lane is classified as a Minor Collector in the Transportation System Plan (TSP). NE Cumulus Avenue is classified as a Minor Collector.

VII. CONCLUSIONARY FINDINGS:

The Conclusionary Findings are the findings regarding consistency with the applicable criteria for the application. The applicable criteria for Three Mile Lane Development Review are specified in the Three Mile Lane Planned Development Ordinance (Ordinance No. 4131 as amended by Ordinance No. 4572).

In addition, the goals, policies, and proposals in Volume II of the Comprehensive Plan are to be applied to all land use decisions as criteria for approval, denial, or modification of the proposed request. Goals and policies are mandated; all land use decisions must conform to the applicable goals and policies of Volume II. "Proposals" specified in Volume II are not mandated, but are to be undertaken in relation to all applicable land use requests.

Comprehensive Plan Volume II:

The following Goals, Policies, and Proposals from Volume II of the Comprehensive Plan provide criteria applicable to this request:

The implementation of most goals, policies, and proposals as they apply to this application are accomplished through the provisions, procedures, and standards in the city codes and master plans, which are sufficient to adequately address applicable goals, policies, and proposals as they apply to this application.

The following additional findings are made relating to specific Goals and Policies:

GOAL X 1: TO PROVIDE OPPORTUNITIES FOR CITIZEN INVOLVEMENT IN THE LAND USE DECISION MAKING PROCESS ESTABLISHED BY THE CITY OF McMinnville.

Policy 188.00 The City of McMinnville shall continue to provide opportunities for citizen involvement in all phases of the planning process. The opportunities will allow for review and comment by community residents and will be supplemented by the availability of information on planning requests and the provision of feedback mechanisms to evaluate decisions and keep citizens informed.

APPLICANT'S RESPONSE: None.

FINDING: SATISFIED. The process for a Three Mile Lane Development Review request provides an opportunity for citizen involvement throughout the process through the public notice and the application review process. Throughout the process, there are opportunities for the

public to review and obtain copies of the application materials prior to the Planning Director's decision on the application. All members of the public have access to provide testimony and ask questions during the public review process.

McMinnville Zoning Ordinance

The following Sections of the McMinnville Zoning Ordinance (Ord. No. 3380) provide criteria applicable to the request:

CHAPTER 17.03. GENERAL PROVISIONS

17.03.020 Purpose. The purpose of this ordinance is to encourage appropriate and orderly physical development in the City through standards designed to protect residential, commercial, industrial, and civic areas from the intrusions of incompatible uses; to provide opportunities for establishments to concentrate for efficient operation in mutually beneficial relationship to each other and to shared services; to provide adequate open space, desired levels of population densities, workable relationships between land uses and the transportation system, and adequate community facilities; to provide assurance of opportunities for effective utilization of the land resource; and to promote in other ways public health, safety, convenience, and general welfare.

APPLICANT'S RESPONSE: None.

FINDING: SATISFIED. The purpose of the Zoning Ordinance is met by the proposal as described in the Conclusionary Findings contained in this Decision Document.

CHAPTER 17.60. OFF STREET PARKING AND LOADING

17.60.060 Spaces—Number required. Except for the southerly 100 feet of Block 10 and the northerly 100 feet of Block 11, Rowland's Addition and the area bounded by Second Street, Adams Street, Fourth Street, and Galloway Street, at the time of erection of a new structure or at the time of enlargement or change of use of an existing structure, off-street parking spaces shall be provided as follows unless greater requirements are otherwise established. Where square feet are specified, the area measured shall be the gross floor area primary to the functioning of the particular use of the property but shall exclude space devoted to off-street parking or unloading.

C. Commercial land use category

- | | |
|---|---|
| 8. Drive-in restaurants or similar drive-in uses for the sale of beverages, food, or refreshments for consumption on the premises | One space per four seats or one space per 200 square feet of floor area, whichever is greater |
|---|---|

APPLICANT'S RESPONSE: Per section 17.60 of the MMC it requires us to have one space per 200 square feet of floor area. Since the buildings square footage is 2,829 sqft we would need a minimum of 14 stalls. We are currently proposing 26 with the new site configuration.

FINDING: SATISFIED. Staff concurs with the applicant's finding.

17.60.140 Bicycle parking.

A. Bicycle parking facilities shall be required as follows:

1. In any commercial (C-1, C-2, and C-3) or office/residential (O-R) zone, bicycle parking facility requirements shall be based on the amount of automobile parking required. The minimum number of bicycle parking spaces provided shall be ten percent of the automobile parking spaces required.

2. The uses exempted from bicycle parking requirements include: residential uses, drive-in theaters, mortuaries, motels, hotels, and automobile service stations.
 3. In all zones, for each fifteen automobile parking spaces required, a required automobile parking space may be eliminated if five bicycle parking spaces are provided.
- B. Bicycle parking facilities shall be provided pursuant to the following design standards. (as modified by the Bicycle Parking Administrative Rule of September 14, 1984):
1. At a minimum, a bicycle parking facility shall consist of a stationary object to which the user can lock the frame and both wheels with a user-provided six-foot cable or chain and lock.
 2. Fixed objects which are intended to serve as bicycle parking facilities but not obviously designed for such purposes shall be clearly labeled as available for bicycle parking.
 3. Bicycle parking facilities shall provide a least an eighteen inch clearance between adjacent bicycles.
 4. Aisles between bicycle parking facilities shall be at least five-feet in width.
 5. Paving is not required for bicycle parking areas, but the outside ground surface shall be finished or planted in such a way that the surface will remain free from mud or dust. Bicycle parking may be provided within a required landscape area.
 6. Bicycle parking should be situated at least as conveniently as the most convenient car parking area. Bicycle and automobile parking areas shall be separated by a physical barrier or sufficient distance to protect parked bicycles from damage by automobiles. (Ord. 4261 §1, 1983; Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).

APPLICANT'S RESPONSE: None.

FINDING: SATISFIED. Two (2) bicycle parking spaces are required (Ten (10) percent of 14 automobile parking spaces). An existing bicycle rack that provides at least two (2) bicycle parking spaces is to remain near the restaurant entrance following the site reconfiguration.

CHAPTER 17.61. SOLID WASTE AND RECYCLING ENCLOSURE PLAN

17.61.010 Purpose and Intent. The purpose and intent of this chapter is to provide efficient, safe and convenient locations for solid waste and recycling containers, to provide adequate on-site maneuvering for collection vehicles and to ensure that solid waste enclosures for all commercial, industrial and multi-family development are in compliance with the solid waste and recycling pick-up standards of the service provider while contributing to the overall appearance and attractiveness of the City of McMinnville.

APPLICANT'S RESPONSE: Since we had to reconfigure the drive-thru the trash corral has been relocated away from the building to make sure the site circulation still works. Due to the proposed location, per section 17.61 of the MMC, we will be providing landscaping 3' tall around the three sides of the structure as well as the required space needed for a garbage truck to approach the trash enclosure.

FINDING: SATISFIED. Staff concurs with the applicant's finding. The addition of the second drive-thru service lane necessitated the relocation of the trash enclosure. By complying with the guidelines and standards of this chapter, the solid waste and recycling enclosure is in an efficient, safe, and convenient location with adequate on-site maneuvering for service, and the aesthetics of the enclosure have been addressed.

17.61.030 Guidelines and Standards.

- A. The location of an enclosure must allow for collection agency drive-in access. A fifty-foot (50) access approach is recommended. In addition to the approach, either an exit that allows the truck to move forward *or* a turn area with a minimum radius of 46.5 feet is preferred. Both approach and location shall be unobstructed and free of over head wires and low hanging trees. An eighteen-foot (18) minimum height clearance above the enclosure approach is required and a thirty-two-foot (32)

vertical clearance is required above the container itself. The enclosure shall be of sufficient size to store trash and recycling receptacles, the size of which shall be determined by the collection agency and will be based on proposed use. A minimum distance of two-feet (2) is required between the container and existing or proposed structures. The enclosure shall be a minimum of six-feet (6) tall or six inches (6) higher than the top of the tallest container.

- B. Solid waste enclosures shall not be located within twenty-feet (20) of a required front or exterior yard and should be placed at the rear of a building whenever possible. Should an enclosure be placed within a required landscaped front or exterior yard, additional landscaping must be provided elsewhere on the property to compensate for the encroachment into the required landscaped yard. Any modifications to required landscaping must meet the approval of the Landscape Review Committee.
- C. Any trash or recycling enclosure which is visible from the street must provide landscaping around three (3) sides of the structure. Climbing vines and screening shrubs or hedges are appropriate and landscaping must be a minimum of three-feet (3) in height at the time of planting.
- D. Where a commercial or industrial zone abuts a residential zone, enclosures must be placed a minimum of thirty-feet (30) from any residential structure or as otherwise approved by the Planning Director.
- E. Generally, the design of the structure should match the exterior surface of the building and can be constructed of masonry, wood or concrete blocks in combination with plant material capable of forming a complete evergreen hedge. The floor of the enclosure shall be a concrete holding pad which must extend eight-feet (8) beyond the gates.
- F. Gates that screen the containers are required and must remain closed at all times except at times of service.
- G. Parking is prohibited in front of the enclosure and all parked vehicles must be located at a safe distance. A "No Parking" sign must be visibly placed on the gates of the enclosure.
- H. Solid waste and recycling enclosures must be placed in a location that is compatible with the City of McMinnville's Fire Code.

APPLICANT'S RESPONSE: None

FINDING: SATISFIED. The proposed location of the enclosure allows for collection agency access. Sufficient space for the approach and overhead clearance is provided. The subject site is zoned C-3 (General Commercial) and there are no required yards in the C-3 zone, except side and rear yards that are adjacent to a residential zone. The subject site is adjacent to residentially zoned land, however the trash enclosure is proposed along a property line that is not adjacent to that residential area. Therefore there are no applicable setbacks for the proposed location of the trash enclosure. Furthermore, the location of the enclosure is over 30 feet from any residential structure. No parking is proposed in front of the enclosure.

The enclosure is visible from the Cumulus Avenue right-of-way, therefore landscaping around three (3) sides of the enclosure is required. The approved landscape plan (L 30-20) shows that the evergreen shrub *Ligustrum japonicum* 'Texanum' (Waxleaf Privet) is will be planted as a hedge along three (3) sides of the enclosure that are visible from the street.

The enclosure plan indicates the structure will be made from concrete masonry units painted to match the base color of the building. As mentioned above, an evergreen hedge of Waxleaf Privet would be on three (3) sides of the enclosure.

The McMinnville Fire Department has had the opportunity to review the application and provide comments; no comments were received.

17.61.040 Procedure. The applicant is responsible for contacting the collection agency for information regarding the size of containers required relative to proposed use *prior* to submittal of building plans. Two (2) copies of a Solid Waste and Recycling Enclosure plan shall be included in the submitted site

(plot) plan or as a separate plan to allow for Planning Department review. At a minimum, the Enclosure Plan will illustrate the location, size and height of the proposed trash enclosure in addition to listing construction materials and any required landscaping. The structure must conform to the approved site plan at the time of final inspection.

APPLICANT'S RESPONSE: None

FINDING: SATISFIED. The applicant has submitted a Solid Waste and Recycling Enclosure Plan with the application materials. The location, size, height, construction materials, and finishes are illustrated. Required landscaping around the enclosure is indicated on the landscape plan included in the application materials.

Three Mile Lane Planned Development Overlay

The Three Mile Lane Planned Development Overlay was adopted by Ordinance No. 4131 and amended by Ordinance No. 4572. The following Sections of the Three Mile Lane Planned Development Overlay (Ord. No. 4131 as amended by Ord. No. 4572 and by proposed Zoning Text Amendment ZC 2-20) are applicable to the request:

Section 1. Statement of Purpose. The City of McMinnville finds that the development of lands on the north and south sides of Three Mile Lane (Oregon Highway 18) is acceptable if provisions are made to integrate the dual functions of the highway as a bypass around the City and a land service arterial for adjacent properties. The City also finds that development along Three Mile Lane is desirable if it is of good quality and design, if the living and working environments developed are compatible with each other, and if the living environment includes open spaces, parks, and features buffering of residential uses from the highway. The City recognized, during the comprehensive planning process, that to insure that these concerns are met, proper designations on the McMinnville Comprehensive Plan and Zoning Maps must be made, and, further, that a planned development overlay must be placed over the area establishing specific conditions for development.

APPLICANT'S RESPONSE: The owner has elected to revise the drive-thru to add a second lane. To support this addition, we need to reconfigure the drive-thru lane layout. We are proposing new signage for the addition of the second drive-thru lane, which includes relocating the gateway, adding a small direction sign, a second pre-browse board, a second order-ready canopy, and a second menu board.

Since we had to reconfigure the drive-thru the trash corral has been relocated away from the building to make sure the site circulation still works. Due to the proposed location, per section 17.61 of the MMC, we will be providing landscaping 3' tall around three sides of the structure as well as the required space needed for a garbage truck to approach the trash enclosure.

Per section 17.60 of the MMC it requires us to have one space per 200 square feet of floor area. Since the buildings square footage is 2,829 sqft we would need a minimum of 14 stalls. We are currently proposing 26 with the new site configuration. [...]

FINDING: SATISFIED. Staff concurs with the applicant's findings, and adds that the second drive-thru service lane and signage proposed for the commercial site is found to be acceptable for the Three Mile Lane Planned Development Overlay district.

The proposed site design efficiently incorporates the two drive-up service lanes into the existing driveway and parking aisles. To accommodate this, surplus parking was removed, additional landscape area was included, and the trash and recycling enclosure was relocated. Parking requirements and trash enclosure standards continue to be met as described in findings for those sections of the McMinnville Zoning Ordinance described above.

A landscape plan (docket L 30-20) for the proposed site design was reviewed against the standards and regulations of the Landscaping Chapter of the McMinnville Zoning Ordinance and approved by the Landscape Review Committee.

Section 4. Policies. The following policies shall apply to the property described on the map in Exhibit "A":

- A. The goals and policies of the McMinnville Comprehensive Plan, Volume II, and applicable regulations and standards in Volume III, and other City codes shall be adhered to.

APPLICANT'S RESPONSE: None.

FINDING: SATISFIED. The proposal is consistent with the applicable Comprehensive Plan goals and policies, as well as Zoning Ordinance requirements, as described in the findings for those policies above.

- B. A one hundred twenty (120) foot setback from the centerline of Highway 18 shall be established both north and south of the highway.

APPLICANT'S RESPONSE: None.

FINDING: SATISFIED. The southernmost portion of the subject property is located more than 120 feet from the center line of Highway 18, and proposed structures and signage are located further north from the southernmost property line.

- C. Access requirements adopted hereafter in an access plan for this area shall be adhered to. Provisions of the plan shall include:

1. The minimization of entrances onto Three Mile Lane;
2. The development of on-site circulation systems, connecting to adjoining properties, including public frontage roads;
3. The provisions of acceleration-deceleration lanes and left-turn refuges when and where necessary and practicable.
4. The provision of bikeways along frontage roads or on-site circulation systems. Bikeway connections accessing Three Mile Lane shall be provided so that the frontage road or on-site circulation system can serve as an alternative route for cyclists traveling along Three Mile Lane.

APPLICANT'S RESPONSE: None.

FINDING: SATISFIED. Access requirements for the Three Mile Lane overlay district are met, or are not applicable to this application. No new entrances onto Three Mile Lane are proposed. The shared access between the subject property and the adjoining property to the west from the Cumulus Avenue is not proposed to be altered, nor is the access to the subject site from Norton Lane. The on-site circulation system is being revised to accommodate a second drive-thru service lane for the restaurant, but does not alter the connections to adjoining properties or public frontage roads as mentioned above.

- D. Landscaping and buffer strips along the highway frontage may be required including noise buffering methods, such as berms and/or plantings.

APPLICANT'S RESPONSE: None.

FINDING: SATISFIED. A landscape plan (L 30-20) for the proposed development has been reviewed and approved by the Landscape Review Committee.

- E. Mixed housing-type residential developments shall be allowed and encouraged in those areas designated as residential.

APPLICANT'S RESPONSE: None.

FINDING: NOT APPLICABLE. No residential development is proposed as part of the application. The proposed development and signage is for a commercially designated property.

- F. Temporary signage shall be allowed as per Section 17.62.060(B)(3) of the McMinnville Zoning Ordinance (No. 3380).

APPLICANT'S RESPONSE: None.

FINDING: NOT APPLICABLE. No temporary signage is being proposed as part of the application.

Section 5. Signs. The following regulations apply to those properties designated as either industrial or commercial on the McMinnville Comprehensive Plan Map and which are located within the area described in Exhibit "A." All signage must be approved by the Three Mile Lane Design Review Committee and may not exceed the maximums established in this section. The Three Mile Lane Design Review Committee may take into account color selection; sign material; relationship to site and building design; size, form, mass, height, and scale of sign; the sign's location and proximity to existing signs on adjacent parcels; and other sign design elements appropriate to ensuring that the proposed sign is compatible with the objectives of this ordinance. The Three Mile Lane Design Review Committee may require a proposed sign to be redesigned as necessary to make it consistent with the objectives of this ordinance including, but not limited to, restricting the size and height of the sign, its location, form, color, and material.

- B. Zone 2. The following regulations apply to commercially or industrially designated properties which fall within zone 2:
 - a. That only one free-standing sign shall be allowed per parcel as they exist at the time of the passage of this ordinance and as they are represented on Exhibit "B", subject to the following:
 - 1. The maximum height of any free-standing sign shall be 30 feet, except as provided in subsection (B)(1)(c) below.
 - 2. The maximum square footage per sign face is 64 square feet and there shall be a maximum of two sign faces per free-standing sign, except as provided in subsection (B)(1)(c) below.
 - 3. If two or more properties share a single free-standing sign, said sign shall be a maximum of 35 feet in height, and each property sharing the sign shall be entitled to up to 64 square feet of sign face per side on a maximum of two sides. The shared free-standing sign would exhaust the allowance for free-standing signs listed in subsection (B)(1)(a) above for all parcels represented.
 - 4. A free-standing sign is allowed only on properties with frontage on the Highway 18 frontage road.
 - b. In lieu of a free-standing sign as listed in subsection 1 above, one monument-type sign shall be allowed per parcel as they exist at the time of the passage of this ordinance and as they are represented on Exhibit "B", subject to the following:
 - 1. Maximum square footage per sign face shall be 50 square feet, and there shall be a maximum of two sign faces per monument sign.
 - 2. Maximum sign height shall be six feet, and the top of the sign shall not be more than eight feet above the center line grade of the Three Mile Lane frontage road.

3. Monument signs shall be non-illuminated, indirectly illuminated, neon, or may have individually back-lit letters, providing that no plastic sign cabinets are allowed.
- c. All other signs, with the exception of incidental directional signage, must be flush against the buildings and not protrude more than 12 inches from the building face, subject to the following:
 1. Total area of building signage may not exceed eight percent of the total area of the face of the building which is most closely parallel to Highway 18 or the frontage road and may not exceed four percent on the other sides.
 2. The area of building signs shall be measured as the area around or enclosing each sign cabinet, or where sign cabinets are not used, the area shall be that within a single continuous perimeter composed of any straight line geometric figure which encloses the extreme limits of the advertising message.
 - d. If a parcel is divided after the date of the adoption of this ordinance, the sign allowances established in subsections 1 and 2 above will apply only to the original parcel or what remains of it and newly created parcels are limited to the sign allowances established in subsection 3 above except as provided in subsection (B)(5) below.
 - e. The Three Mile Lane Design Review Committee may allow the sharing of a single free-standing sign by an original parcel or what remains of it and parcels divided after the date of the adoption of this ordinance. The total sign size shall not exceed that allowed for the original parcel.
 - f. Portable signs and signs with flashing or moving parts are prohibited.
 - g. Additional freestanding signs are permitted with businesses that employ drive-up service. One such sign, not to exceed 36 square feet in area or six feet in height, is allowed per order station. In addition, one secondary sign, a maximum of 15 square feet in area and five feet in height, is allowed per order station. Any freestanding sign that has copy facing toward a public street shall be located a minimum of thirty (30) feet from that street's property line. Wall mount signs shall be exempt from this.

APPLICANT'S RESPONSE: None.

FINDING: SATISFIED WITH CONDITIONS OF APPROVAL #1 AND #2. The proposed re-development of the site includes eight (8) signs associated with the two (2) drive-thru service lanes: one (1) "Welcome" Gateway Sign, one (1) "Any Lane, Any Time" Directional Sign, two (2) Pre-Browse Boards (one per lane), two (2) Customer Order Canopies (one per lane), and two (2) Digital Menu Boards (one per lane). Staff notes that the property shares a free-standing sign with the adjacent property, which exhausts the allowance for free-standing signs listed in subsection (B)(1)(a) above for the subject site. Therefore, proposed signage must comply with subsection (B)(7) or be deemed incidental directional signage per subsection (B)(3). Subsection (B)(7) is proposed by the applicant in a concurrent application to be included in the Three Mile Lane Planned Development Ordinance. Therefore, a condition of approval is included to require the adoption of Zoning Text Amendment (ZC 2-20) prior to the approval of the Three Mile Lane Development Review for the subject property.

The "Welcome" Gateway Sign, "Any Lane, Any Time" Directional Sign, and each "Order Here" Customer Order Canopies are considered incidental directional signs and are exempt per subsection (B)(3).

The proposed Digital Menu Boards are less than six (6) feet in height with surface areas of approximately 20 square feet. These dimensions are less than the maximum height and area dimensions for the first additional freestanding sign allowed per order station. One (1) sign meeting these standards is permitted for each drive-up order station.

The proposed Digital Pre-Browse Boards are approximately six (6) feet in height with surface areas of approximately 10 square feet. While the area of the Pre-Browse Boards is below the maximum allowed, the proposed height of approximately six (6) feet exceeds the maximum height of five (5) feet for secondary signs allowed per order station. Therefore, a condition of approval is included to require that the Digital Pre-Browse Boards be a maximum of five (5) feet in height. One (1) sign meeting these standards is permitted for each drive-up order station.

Generally, the proposed signage is of a quality and design that is suitable for the proposed site, and is compatible with the use, and with the objectives of the Three Mile Lane Planned Development Overlay Ordinance. All proposed signage is located to have minimal impact on neighboring properties and the public right-of-way.

CONDITIONS FOR FINDING: That the decision for approval of Three Mile Lane Development Review (TML 2-20) is not rendered, and does not take effect, until and unless the Zoning Text Amendment request (ZC 2-20) is approved by the City Council.

That the two (2) Digital Pre-Browse Boards shall not exceed five (5) feet in height.

Section 6. Procedures for Review:

- A. No development or signage may take place within the Three Mile Lane Planned Development Overlay without such development or signage gaining the approval of the Three Mile Lane Design Review Committee.

APPLICANT'S RESPONSE: None.

FINDING: SATISFIED. The applicant submitted an application for Three Mile Lane Development Review, which was reviewed and processed prior to any new site development or installation of signage on the subject site.

JF



PLANNING DEPARTMENT, 231 NE Fifth Street, McMinnville, Oregon 97128
www.mcminnvilleoregon.gov

PUBLIC HEARING NOTICE
PLANNING COMMISSION REVIEW OF ZONING TEXT AMENDMENT TO
THE THREE MILE LANE PLANNED DEVELOPMENT OVERLAY
ORDINANCE & THREE MILE LANE DEVELOPMENT REVIEW FOR
225 NE NORTON LANE

NOTICE IS HEREBY GIVEN that applications for a Zoning Text Amendment to the Three Mile Lane Planned Development Overlay Ordinance and a Three Mile Lane Development Review have been submitted to the McMinnville Planning Department. The purpose of this notice is to provide an opportunity for surrounding property owners to submit comments regarding these applications or to attend the public meeting of the Planning Commission where this request will be reviewed and a public hearing will be held. Please contact Jamie Fleckenstein, Associate Planner, with any questions at (503) 474-4153 or jamie.fleckenstein@mcminnvilleoregon.gov.

DOCKET NUMBER: ZC 1-20 (Zoning Text Amendment)
 TML 2-20 (Three Mile Lane Development Review)

REQUEST: Approval to amend the Three Mile Lane Planned Development Overlay Ordinance (Ordinance No. 4131 as amended by Ordinance No. 4572) to allow additional freestanding signs for businesses that employ drive-up service within Zone 2 of the Overlay District.

Approval of a concurrent Three Mile Lane Development Review to allow for the construction of a second drive-through service lane and associated signage at a McDonald's restaurant.

APPLICANT: Alexander Taam, Freiheit Architecture, on behalf of McDonald's Corporation, property owner

SITE LOCATION(S): 225 NE Norton Lane (see attached map)

MAP & TAX LOT(S): R4422CD 01602

ZONE(S): C-3 PD (General Commercial Planned Development)

MMC REQUIREMENTS: Ordinance No. 4131 as amended by Ordinance No. 4572 (see reverse side for specific review criteria)

NOTICE DATE: January 29, 2021

PUBLIC HEARING DATE: February 18, 2021 at 6:30 P.M.

HEARING LOCATION: Zoom Online Meeting:
<https://mcminnvilleoregon.zoom.us/j/91883120529?pwd=bjN2TTV2MU9qcnFQdXNGQ3FsYklnZ09>
 Meeting ID: 918 8312 0529
 Passcode: 166737

(See below for more detailed instructions on how to join Zoom meeting)

Proceedings: A staff report will be provided at least seven days before the public hearing. The Planning Commission will conduct a public hearing, take testimony, and then make a decision to either recommend approval of the application to the McMinnville City Council or deny the application.

Persons are hereby invited to attend (via Zoom – please see instructions below) the McMinnville Planning Commission hearing to observe the proceedings, and to register any statements in person (via Zoom – please see instructions below), by attorney, or by mail to assist the McMinnville Planning Commission in making a decision. Should you wish to submit comments or testimony on this application prior to the public meeting, please call the Planning Department office at (503) 434-7311, forward them by mail to 231 NE 5th Street, McMinnville, OR 97128, or by email to jamie.fleckenstein@mcminnvilleoregon.gov.

The decision-making criteria, application, and records concerning this matter are available on the Planning Department's portion of the City of McMinnville webpage at www.mcminnvilleoregon.gov. The materials can also be made available at the McMinnville Planning Department office at 231 NE 5th Street, McMinnville, Oregon. However, due to the COVID-19 public health emergency, the Planning Department office is closed to walk-in customers. If you cannot access the materials electronically, please call the Planning Department at (503) 434-7311 to request a copy of the materials, and staff will assist in making the materials available physically by appointment and in a manner that meets social distancing requirements.

Appeal: Failure to raise an issue in person or by letter prior to the close of the public hearing with sufficient specificity precludes appeal to the Land Use Board of Appeals (LUBA) on that issue. The failure of the applicant to raise constitutional or other issues relating to proposed conditions of approval with sufficient specificity to allow the Commission to respond to the issue precludes an action for damages in circuit court.

Invitation to Zoom Meeting: The public is invited and welcome to attend the Planning Commission meeting. Due to the COVID-19 public health emergency and in accordance with Governor Kate Brown's Executive Order, the Planning Commission meeting is being held virtually through the Zoom meeting software to avoid gatherings and allow for social distancing. The Planning Department encourages those that are interested in participating and have access to technology to access the Zoom meeting online or through the call in options (see below for details).

The public may join the Zoom meeting online here:

<https://mcminnvilleoregon.zoom.us/j/91883120529?pwd=bjN2TTV2MU9qcnFQdXNGQ3FsYklnZ09>

Meeting ID: 918 8312 0529

Passcode: 166737

The public may also join the Zoom meeting by phone by following the instructions below:

+1 669 900 9128 US (San Jose)

Meeting ID: 918 8312 0529

If you do not have access to a telephone or computer to participate in the meeting, a conference room with access to a computer to participate in the Zoom Online Meeting can be provided at the Community Development Center at 231 NE 5th Street, McMinnville, OR 97128. Please call the Planning Department at (503) 434-7311 at least 24 hours in advance of the meeting for assistance. Participation in the conference room will be limited to accommodate social distancing guidelines and will be provided on a first-come, first-served basis.

The meeting site is accessible to handicapped individuals. Assistance with communications (visual, hearing) must be requested 24 hours in advance by contacting the City Manager (503) 434-7405 – 1-800-735-1232 for voice, or TDY 1-800-735-2900.

REVIEW CRITERIA:

ZC 1-20 (Zoning Text Amendment)

Comprehensive Plan Goals and Policies:

All applicable goals and policies apply to this request.

Amendment Criteria (per Zoning Text Amendment application):

1. The proposed change is consistent with the relevant goals and policies of the McMinnville Comprehensive Plan and this code.
2. There is a public need for a change of the kind in question.
3. The need will be best served by changing the classification of the particular piece of property in question as compared with other available property.

TML 2-20 (Three Mile Lane Development Review)

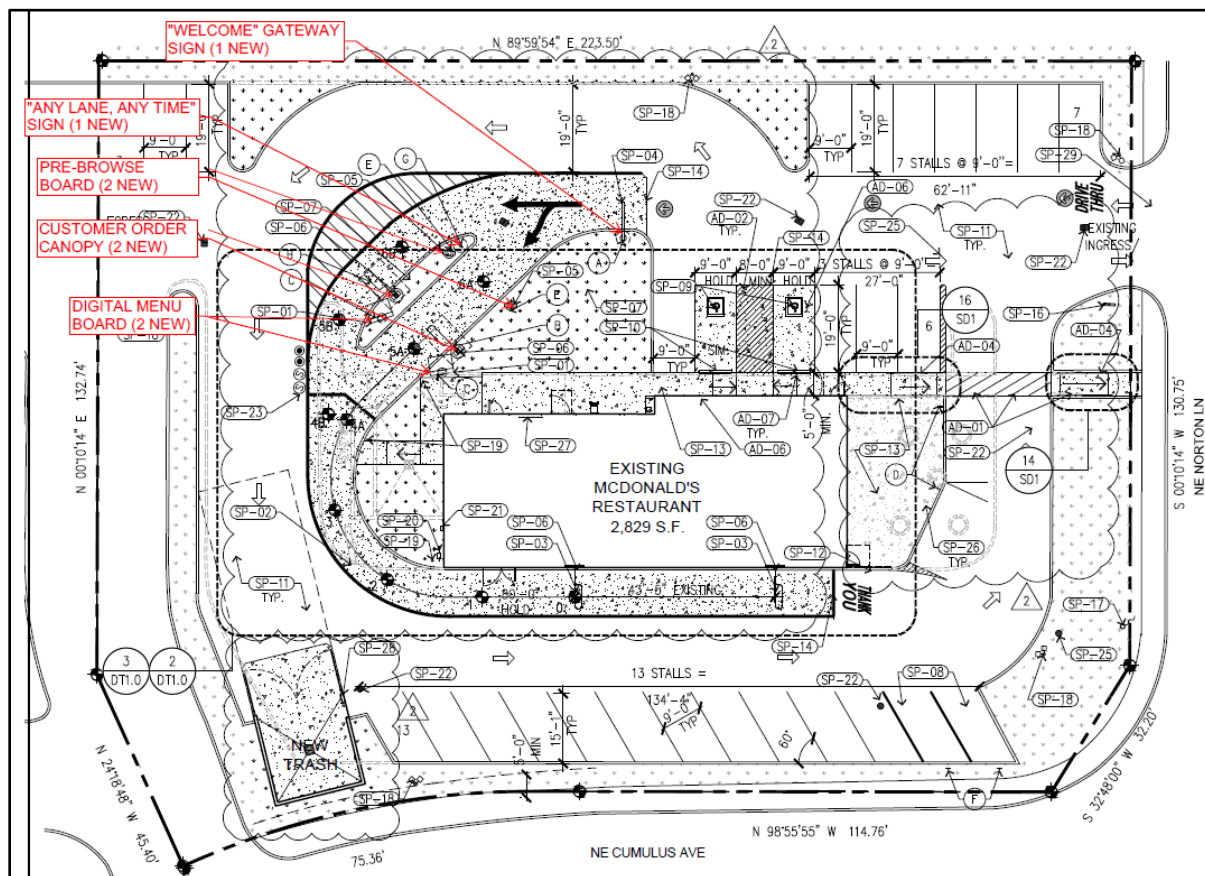
Comprehensive Plan Goals and Policies:

All applicable goals and policies shall apply to this request.

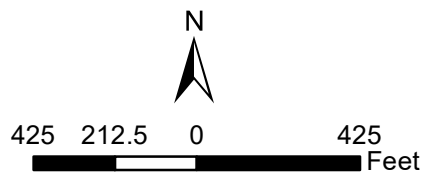
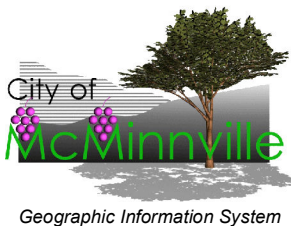
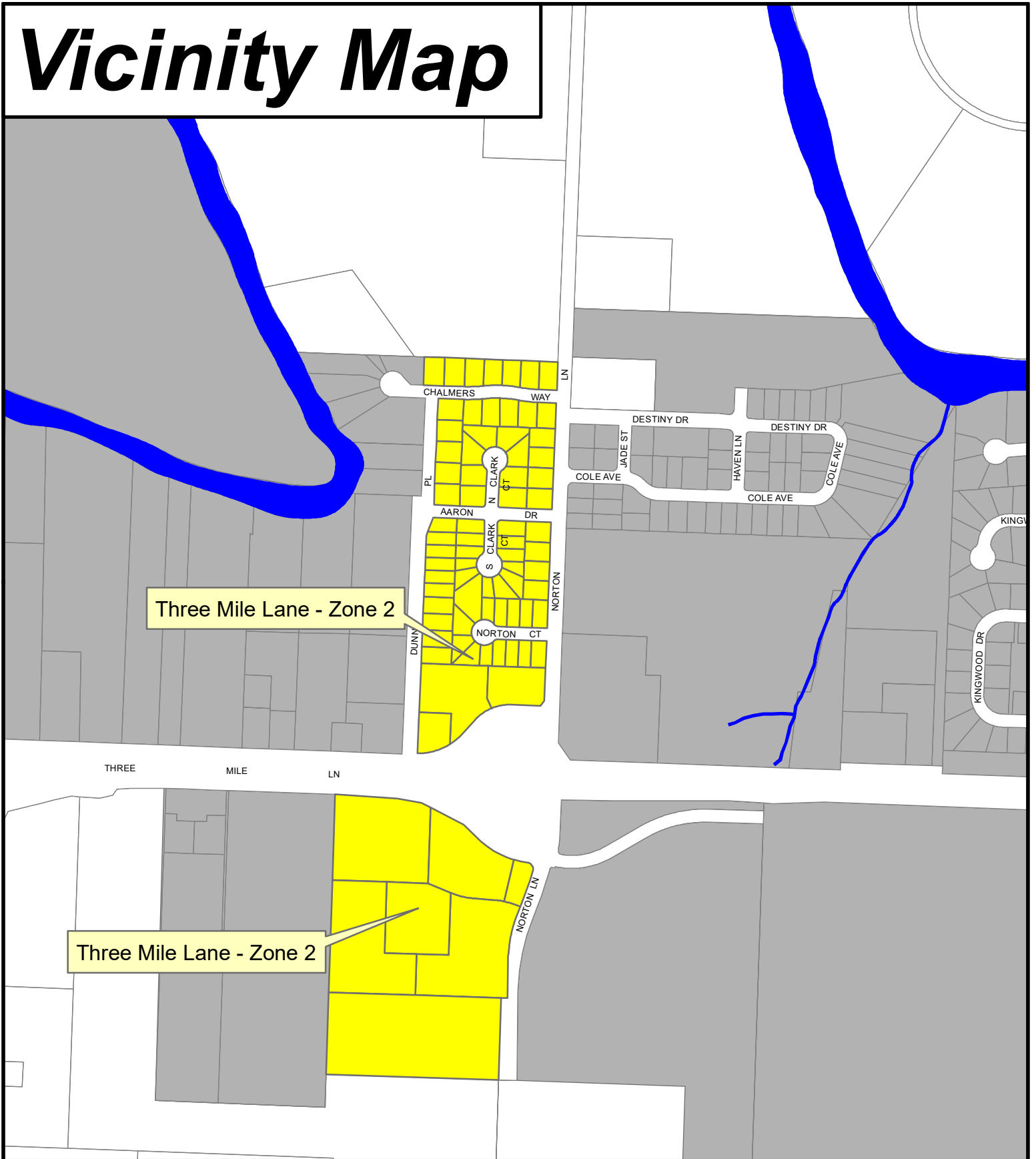
Ordinance No. 4131 as amended by Ord. No. 4572 (Three Mile Lane Planned Development Overlay):

All applicable standards and policies found in Ordinance Nos. 4131/4572 shall apply to this request, specifically, Section 4 (Policies), and Section 5 (Signs).

SITE PLAN FOR PROPOSED THREE MILE LANE DEVELOPMENT:



Vicinity Map



City of McMinnville
Planning Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7341

From: [Stuart Ramsing](#)
To: [Sarah Sullivan](#)
Subject: RE: Zoning Text Amendment (ZC 2-20)/Three Mile Lane Development (TML 2-20)
Date: Tuesday, January 26, 2021 3:19:51 PM

No building code issues. -Stuart

From: Sarah Sullivan <Sarah.Sullivan@mcminnvilleoregon.gov>
Sent: Tuesday, January 26, 2021 2:53 PM
To: Andrew Schurter (andrew.schurter@nwnatural.com) <andrew.schurter@nwnatural.com>; Calo, Peter <Peter_Calo@comcast.com>; Carl Peters (CPeters@recology.com) <CPeters@recology.com>; Comcast (Kevin_Kopp@comcast.com) <Kevin_Kopp@comcast.com>; Comcast (Peter_Calo@comcast.com) <Peter_Calo@comcast.com>; Crystal Rhodes (crr@mc-power.com) <crr@mc-power.com>; David Renshaw <David.Renshaw@mcminnvilleoregon.gov>; Deborah McDermott <Deborah.McDermott@mcminnvilleoregon.gov>; Heather Richards <Heather.Richards@mcminnvilleoregon.gov>; Jeff Towery <Jeff.Towery@mcminnvilleoregon.gov>; jevra.brown@state.or.us; Ken Friday <fridayk@co.yamhill.or.us>; Larry Sherwood <Larry.Sherwood@mcminnvilleoregon.gov>; Leland Koester <Leland.Koester@mcminnvilleoregon.gov>; Matt Scales <Matt.Scales@mcminnvilleoregon.gov>; Mike Bisset <Mike.Bisset@mcminnvilleoregon.gov>; Peter Keenan (pkeen@msd.k12.or.us) <pkeen@msd.k12.or.us>; Samuel Justice (SRJ@mc-power.com) <SRJ@mc-power.com>; Scott Albert - Frontier Communications (scott.albert@zipl.com) <scott.albert@zipl.com>; Stuart Ramsing <Stuart.Ramsing@mcminnvilleoregon.gov>; Susan Muir <Susan.Muir@mcminnvilleoregon.gov>; odotr2planmgr@odot.state.or.us
Cc: Jamie Fleckenstein <Jamie.Fleckenstein@mcminnvilleoregon.gov>
Subject: Zoning Text Amendment (ZC 2-20)/Three Mile Lane Development (TML 2-20)

Good afternoon,

The attached material has been referred to you for your information, study, and official comments. Your recommendations and suggestions will be used to guide the McMinnville Planning Commission when reviewing this proposal. If you wish to have your comments on the attached material considered by the Commission, please email your response back to our office by **February 9, 2021**. The Planning Commission will hold a public hearing to consider these matters on **February 18, 2021** at 6:30 p.m., in the McMinnville Civic Hall Building at 200 NE Second Street, McMinnville, Oregon.

Your prompt reply will help to facilitate the processing of this application and will insure consideration of your recommendations.

If you have any questions regarding this application, or if you are having trouble viewing the attachment, please call our office at (503) 434-7311.

Please note that any written comments/correspondence returned (emails/letters) regarding this request become part of the public record.

Thanks,

Sarah Sullivan
Planning Analyst
City of McMinnville
231 NE 5th Street
McMinnville, OR 97128
503-474-5102

From: [Kopp, Kevin \(Tigard\)](#)
To: [Sarah Sullivan](#); [Andrew Schurter \(andrew.schurter@nwnatural.com\)](#); [Calo, Peter](#); [Carl Peters \(CPeters@recology.com\)](#); [Calo, Peter](#); [Crystal Rhodes \(crr@mc-power.com\)](#); [David Renshaw](#); [Deborah McDermott](#); [Heather Richards](#); [Jeff Towery](#); [jevra.brown@state.or.us](#); [Ken Friday](#); [Larry Sherwood](#); [Leland Koester](#); [Matt Scales](#); [Mike Bisset](#); [Peter Keenan \(pkeen@msd.k12.or.us\)](#); [Samuel Justice \(SRJ@mc-power.com\)](#); [Scott Albert - Frontier Communications \(scott.albert@ziplay.com\)](#); [Stuart Ramsing](#); [Susan Muir](#); [odotr2planmgr@odot.state.or.us](#)
Cc: [Jamie Fleckenstein](#)
Subject: RE: Zoning Text Amendment (ZC 2-20)/Three Mile Lane Development (TML 2-20)
Date: Friday, January 29, 2021 4:24:52 PM

This message originated outside of the City of McMinnville.

Hi Sarah,

We have no conflicts with this project.

Thank you,

Kevin Kopp
Comcast — WDSS — Design
Oregon/SW Washington
971-777-0974

From: Sarah Sullivan <Sarah.Sullivan@mcminnvilleoregon.gov>
Sent: Tuesday, January 26, 2021 2:53 PM
To: Andrew Schurter (andrew.schurter@nwnatural.com) <andrew.schurter@nwnatural.com>; Calo, Peter <Peter_Calo@comcast.com>; Carl Peters (CPeters@recology.com) <CPeters@recology.com>; Kopp, Kevin (Tigard) <Kevin_Kopp@cable.comcast.com>; Calo, Peter <Peter_Calo@comcast.com>; Crystal Rhodes (crr@mc-power.com) <crr@mc-power.com>; David Renshaw <David.Renshaw@mcminnvilleoregon.gov>; Deborah McDermott <Deborah.McDermott@mcminnvilleoregon.gov>; Heather Richards <Heather.Richards@mcminnvilleoregon.gov>; Jeff Towery <Jeff.Towery@mcminnvilleoregon.gov>; jevra.brown@state.or.us; Ken Friday <fridayk@co.yamhill.or.us>; Larry Sherwood <Larry.Sherwood@mcminnvilleoregon.gov>; Leland Koester <Leland.Koester@mcminnvilleoregon.gov>; Matt Scales <Matt.Scales@mcminnvilleoregon.gov>; Mike Bisset <Mike.Bisset@mcminnvilleoregon.gov>; Peter Keenan (pkeen@msd.k12.or.us) <pkeen@msd.k12.or.us>; Samuel Justice (SRJ@mc-power.com) <SRJ@mc-power.com>; Scott Albert - Frontier Communications (scott.albert@ziplay.com) <scott.albert@ziplay.com>; Stuart Ramsing <Stuart.Ramsing@mcminnvilleoregon.gov>; Susan Muir <Susan.Muir@mcminnvilleoregon.gov>; odotr2planmgr@odot.state.or.us
Cc: Jamie Fleckenstein <Jamie.Fleckenstein@mcminnvilleoregon.gov>
Subject: [EXTERNAL] Zoning Text Amendment (ZC 2-20)/Three Mile Lane Development (TML 2-20)

Good afternoon,

The attached material has been referred to you for your information, study, and official comments. Your recommendations and suggestions will be used to guide the McMinnville Planning Commission when reviewing this proposal. If you wish to have your comments on the attached material considered by the Commission, please email your response back to our office by **February 9, 2021**. The Planning Commission will hold a public hearing to consider these matters on **February 18, 2021** at 6:30 p.m., in the McMinnville Civic Hall Building at 200 NE Second Street, McMinnville, Oregon.

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Thanks,

Sarah Sullivan
Planning Analyst
City of McMinnville
231 NE 5th Street
McMinnville, OR 97128
503-474-5102

From: [Mike Bisset](#)
To: [Sarah Sullivan](#)
Cc: [Larry Sherwood](#)
Subject: RE: Zoning Text Amendment (ZC 2-20)/Three Mile Lane Development (TML 2-20)
Date: Tuesday, January 26, 2021 3:05:17 PM

No comments....mb

From: Sarah Sullivan <Sarah.Sullivan@mcminnvilleoregon.gov>
Sent: Tuesday, January 26, 2021 2:53 PM
To: Andrew Schurter (andrew.schurter@nwnatural.com) <andrew.schurter@nwnatural.com>; Calo, Peter <Peter_Calo@comcast.com>; Carl Peters (CPeters@recology.com) <CPeters@recology.com>; Comcast (Kevin_Kopp@comcast.com) <Kevin_Kopp@comcast.com>; Comcast (Peter_Calo@comcast.com) <Peter_Calo@comcast.com>; Crystal Rhodes (crr@mc-power.com) <crr@mc-power.com>; David Renshaw <David.Renshaw@mcminnvilleoregon.gov>; Deborah McDermott <Deborah.McDermott@mcminnvilleoregon.gov>; Heather Richards <Heather.Richards@mcminnvilleoregon.gov>; Jeff Towery <Jeff.Towery@mcminnvilleoregon.gov>; jevra.brown@state.or.us; Ken Friday <fridayk@co.yamhill.or.us>; Larry Sherwood <Larry.Sherwood@mcminnvilleoregon.gov>; Leland Koester <Leland.Koester@mcminnvilleoregon.gov>; Matt Scales <Matt.Scales@mcminnvilleoregon.gov>; Mike Bisset <Mike.Bisset@mcminnvilleoregon.gov>; Peter Keenan (pkeen@msd.k12.or.us) <pkeen@msd.k12.or.us>; Samuel Justice (SRJ@mc-power.com) <SRJ@mc-power.com>; Scott Albert - Frontier Communications (scott.albert@ziply.com) <scott.albert@ziply.com>; Stuart Ramsing <Stuart.Ramsing@mcminnvilleoregon.gov>; Susan Muir <Susan.Muir@mcminnvilleoregon.gov>; odotr2planmgr@odot.state.or.us
Cc: Jamie Fleckenstein <Jamie.Fleckenstein@mcminnvilleoregon.gov>
Subject: Zoning Text Amendment (ZC 2-20)/Three Mile Lane Development (TML 2-20)

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regarding this request become part of the public record.

Thanks,

Sarah Sullivan
Planning Analyst
City of McMinnville
231 NE 5th Street
McMinnville, OR 97128
503-474-5102

From: [Crystal R. Rhodes](#)
To: [Sarah Sullivan](#)
Subject: RE: Zoning Text Amendment (ZC 2-20)/Three Mile Lane Development (TML 2-20)
Date: Wednesday, January 27, 2021 3:16:13 PM

This message originated outside of the City of McMinnville.

Sarah,

MW&L has no comments on either of these submittals.

Thanks!

Crystal Rhodes
Engineering & Operations Assistant
McMinnville Water & Light
(503)472-6919 x5

***NOTE: Our office hours have changed and we are open Monday through Thursday, 7:00am-5:30pm**

From: Sarah Sullivan <Sarah.Sullivan@mcminnvilleoregon.gov>
Sent: Tuesday, January 26, 2021 2:53 PM
To: Andrew Schurter (andrew.schurter@nwnatural.com) <andrew.schurter@nwnatural.com>; Calo, Peter <Peter_Calo@comcast.com>; Carl Peters (CPeters@recology.com) <CPeters@recology.com>; Comcast (Kevin_Kopp@comcast.com) <Kevin_Kopp@comcast.com>; Comcast (Peter_Calo@comcast.com) <Peter_Calo@comcast.com>; Crystal R. Rhodes <crr@mc-power.com>; David Renshaw <David.Renshaw@mcminnvilleoregon.gov>; Deborah McDermott <Deborah.McDermott@mcminnvilleoregon.gov>; Heather Richards <Heather.Richards@mcminnvilleoregon.gov>; Jeff Towery <Jeff.Towery@mcminnvilleoregon.gov>; jevra.brown@state.or.us; Ken Friday <fridayk@co.yamhill.or.us>; Larry Sherwood <Larry.Sherwood@mcminnvilleoregon.gov>; Leland Koester <Leland.Koester@mcminnvilleoregon.gov>; Matt Scales <Matt.Scales@mcminnvilleoregon.gov>; Mike Bisset <Mike.Bisset@mcminnvilleoregon.gov>; Peter Keenan (pkeen@msd.k12.or.us) <pkeen@msd.k12.or.us>; Samuel Justice <SRJ@mc-power.com>; Scott Albert - Frontier Communications (scott.albert@ziplay.com) <scott.albert@ziplay.com>; Stuart Ramsing <Stuart.Ramsing@mcminnvilleoregon.gov>; Susan Muir <Susan.Muir@mcminnvilleoregon.gov>; odotr2planmgr@odot.state.or.us
Cc: Jamie Fleckenstein <Jamie.Fleckenstein@mcminnvilleoregon.gov>
Subject: Zoning Text Amendment (ZC 2-20)/Three Mile Lane Development (TML 2-20)

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Thanks,

Sarah Sullivan
Planning Analyst
City of McMinnville
231 NE 5th Street
McMinnville, OR 97128
503-474-5102

From: [Mark Davis](#)
To: [Sarah Sullivan](#)
Subject: Comment Re ZC-120 and TML 2-20
Date: Tuesday, February 16, 2021 3:33:29 PM
Attachments: [We sent you safe versions of your files.msg](#)
[Highway18TrafficCounts.xls](#)

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

This message originated outside of the City of McMinnville.

Sarah,

Attached are the Highway Traffic Counts from ODOT for Highway 18 including the area involved in the public hearing on Thursday. I would like to address the Planning Commission at that hearing in opposition to the proposal and would like the Commission members to have these statistics that I will reference during my testimony. Thank you.

Mark Davis

652 SE Washington St, McMinnville

Hwy #	Mile Point	AADT	Mileage Range		
SALMON RIVER HIGHWAY NO. 39					
<i>Milepoint indicates distance from Oregon Coast Highway (US101), near Otis Jct.</i>					
39	0.40	11600	-0.22	...	1.31
39	1.36	9700	1.31	...	1.64
39	3.96	9500	1.64	...	4.82
39	5.28	9700	4.82	...	5.30
39	5.32	9300	5.30	...	6.37
39	10.26	8100	6.37	...	11.43
39	14.90	8200	11.43	...	20.18
39	20.65	8900	20.18	...	20.67
39	21.16	9600	20.67	...	21.18
39	21.20	11800	21.18	...	21.58
39	22.96	14500	21.58	...	23.04
39	23.23	18200	23.04	...	23.31
39	23.97	16900	23.31	...	24.67
39	26.67	17000	24.67	...	27.17
39	27.91	6800	27.17	...	28.21
39	29.76	6900	28.21	...	30.63
39	30.65	7100	30.63	...	31.66
39	32.30	8000	31.66	...	32.60
39	32.90	7400	32.60	...	33.42
39	34.01	8300	33.42	...	34.11
39	34.21	13800	34.11	...	35.62
39	36.91	13200	35.62	...	36.93
39	36.95	13200	36.93	...	40.51
39	41.00	14600	40.51	...	43.02
39	43.04	14000	43.02	...	43.73
39	43.76	13700	43.73	...	44.60
39	44.71	15800	44.60	...	46.69
39	46.79	22500	46.69	...	47.67
39	48.54	20400	47.67	...	48.59
39	48.61	16400	48.59	...	49.91
39	49.96	15900	49.91	...	50.10
39	51.03	15600	50.10	...	51.23
39	52.56	17400	51.23	...	52.71
39	57.55	12000	55.48	...	59.66
39	60.29	14100	59.90	...	60.36
39	60.64	13000	60.36	...	60.67
39	60.72	13500	60.67	...	60.88
					0.40 mile east of Oregon Coast Highway (US101)
					0.05 mile east of Old Scenic Highway 101 (North Bank Road)
					On Bear Creek Bridge
					0.02 mile west of North Bank Road at Rose Lodge
					0.02 mile east of North Bank Road at Rose Lodge
					At Lincoln-Tillamook County Line
					At Tillamook-Polk County Line
					0.02 mile west of Fire Hall Road
					0.02 mile west of Grand Ronde Road
					0.02 mile east of Grand Ronde Road
					0.10 mile west of Three Rivers Highway (OR22)
				*	Valley Junction Automatic Traffic Recorder, Sta. 27-001, 0.19 mile east of Three Rivers Highway No. 32 (OR22/Hebo Road)
					0.70 mile west of Fort Hill Frontage Road Overcrossing
					0.10 mile west of Willamina-Sheridan Highway (OR18 Bus.)
					0.03 mile east of connection to Willamina-Salem Highway (OR22)
					At Polk-Yamhill County Line
					0.02 mile east of Harmony Road
					0.30 mile west of Sheridan Interchange (Ballston Road)
					0.30 mile east of Sheridan Interchange (Ballston Road)
					0.10 mile west of Willamina-Sheridan Highway (OR18 Bus.)
					0.10 mile east of Willamina-Sheridan Highway (OR18 Bus.)
					0.02 mile west of Bellevue-Hopewell Highway
					0.02 mile east of Bellevue-Hopewell Highway
				*	Salmon River Automatic Traffic Recorder, Sta. 36-006, 3.36 miles south of Pacific Highway West No. 91 (OR99W)
					0.02 mile northeast of Durham Lane
					0.60 mile west of Undercrossing Pacific Highway West (OR99W)
					0.35 mile east of Pacific Highway West (OR99W)
					0.10 mile east of Norton Lane
					0.05 mile west of Cruickshank Road
					0.02 mile east of Cruickshank Road
					0.05 mile east of Lafayette Highway (OR233)
					0.20 mile west of Salem-Dayton Highway (OR221)
					0.15 mile southwest of Pacific Highway West (OR99W)
					On Newberg-Dundee Bypass, 0.16 mile west of Chehalem Creek
					S Springbrook Road (OR18), 0.06 mile south of E 2nd Street/E Fernwood Road
					On N Springbrook Road, 0.03 mile south of Hayes Street
					On N Springbrook Road, 0.06 mile north of Hayes Street

From: [Jamie Fleckenstein](#)
To: [Sarah Sullivan](#)
Subject: FW: Norton Court
Date: Tuesday, February 02, 2021 8:14:09 AM

Here is a comment for the Three Mile Lane Development Review (TML 2-20) record.


Jamie Fleckenstein, PLA
Associate Planner

City of McMinnville
231 NE 5th Street
McMinnville, OR 97128
(503) 474-4153
jamie.fleckenstein@mcminnvilleoregon.gov

From: Dorothy McQueen [mailto:dorothyimcqueen@gmail.com]
Sent: Monday, February 1, 2021 3:34 PM
To: Jamie Fleckenstein <Jamie.Fleckenstein@mcminnvilleoregon.gov>
Subject: Norton Court

This message originated outside of the City of McMinnville.

I am a property owner on Norton Court directly adjacent to the McDonald property. My question: is McDonalds planning on improving the fence. There are sight, sound and security issues with the increased traffic through the parking lot. Dorothy McQueen 2532 Norton Court

 Virus-free. www.avast.com



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

www.mcminnvilleoregon.gov

MINUTES

February 18, 2021
Planning Commission
Regular Meeting

6:30 pm
Zoom Online Meeting
McMinnville, Oregon

Members Present: Roger Hall, Robert Banagay, Gary Langenwalter, Sylla McClellan, Brian Randall, Beth Rankin, Lori Schanche, Dan Tucholsky, and Sidonie Winfield, Ethan Downs – Youth Liaison

Members Absent:

Staff Present: Heather Richards – Planning Director, Noelle Amaya - Communications,

1. Call to Order

Chair Hall called the meeting to order at 6:30 p.m.

2. Approval of Minutes

- September 17, 2020

Commissioner Banagay moved to approve the September 17, 2020 minutes. The motion was seconded by Commissioner Langenwalter and passed 9-0.

3. Citizen Comments

None

4. Public Hearing:

A. Quasi-Judicial Hearing: Zoning Text Amendment (ZC 2-20) and Three Mile Lane Development Review (TML 2-20)

Request: Approval to amend the Three Mile Lane Planned Development Overlay Ordinance (Ordinance No. 4131 as amended by Ordinance No. 4572) to allow additional freestanding signs for businesses that employ drive-up service within Zone 2 of the Overlay District.

Approval of a concurrent Three Mile Lane Development Review to allow for the construction of a second drive-through service lane and associated signage at a McDonald's restaurant.

Location: Zone 2 of the Three Mile Lane Plan Development Overlay District and 225 NE Norton Lane, more specifically described as Tax Lot 1602, Section 22CD, T.4 S., R 4 W., W.M.

Application: Alexander Taam, Freiheit Architecture, on behalf of McDonald's Corporation, property owner

Opening Statement: Chair Hall read the opening statement and described the application.

Disclosures: Chair Hall opened the public hearing and asked if there was any objection to the jurisdiction of the Commission to hear this matter. There was none. He asked if any Commissioner wished to make a disclosure or abstain from participating or voting on this application. There was none. Chair Hall asked if any Commissioner needed to declare any contact prior to the hearing with the applicant or any party involved in the hearing or any other source of information outside of staff regarding the subject of this hearing. There was none. Chair Hall asked if any Commissioner had visited the site. If so, did they wish to discuss the visit to the site. Several members of the Commission had visited the site, but had no comments to make on the visits.

Staff Presentation: Planning Director Richards presented the staff report. This was a request for a zoning text amendment and Three Mile Lane development review. This would be an amendment of the Three Mile Lane Planned Development overlay ordinance to allow additional freestanding signs for businesses that employed drive-up service within Zone 2 of the Overlay District. She gave a history of Ordinance 4131 which was adopted in 1981. It created a PD Overlay for the Three Mile Lane area. That was amended by Ordinance 4572 which was adopted in 1994 and created three zones within the PD overlay. It also supplanted Section 4 with new development standards and Section 5 with new signage standards for the three new respective zones in the PD overlay. The proposal was to amend Section 5B of Ordinance 4572 to add a #7 element. Section 5B regulated signage on commercial and industrial properties within the Three Mile Lane Zone 2. The added language for #7 would be: allow additional freestanding signs to be permitted with businesses that employed drive-up service. One such sign, not to exceed 36 square feet in area or six feet in height, is allowed per order station. In addition, one secondary sign, a maximum of 15 square feet in area and five feet in height, is allowed per order station. Any freestanding sign that has copy facing toward a public street shall be located a minimum of 30 feet from that street's property line. Wall mount signs shall be exempt. The reason for this amendment was the language in Ordinance 4572 was dated and did not allow for modern utility of drive-thru restaurants. The proposed language was taken directly from MMC Section 17.62.070(F), Signage Chapter of the Zoning Ordinance (Development Code), which was added to the signage chapter in 2016. Chapter 17.62 did not apply to the Three Mile Lane Overlay. The Three Mile Overlay was last updated in 1994, allowed one freestanding sign per commercial or industrial property, and restricted expansion of drive-thru services reliant on signs. The review criteria was developed in accordance with MMC Section 17.72.020(G) "Other materials deemed necessary by the Planning Director to illustrate compliance with applicable review criteria, or to explain the details of the requested land use action." The proposed change was consistent with the relevant goals and policies of the McMinnville Comprehensive Plan and this code. There was a public need for a change of the kind in question. The need would be best served by changing the classification of the particular piece of property in question as compared with other available property. The proposal was consistent with Comprehensive Plan Chapter IV: Economy, purpose and policies of the Three Mile Lane Planned Development Overlay, and Planned Development Amendment criteria in Section 17.74.070. Public demand for (contactless) drive-thru services and digital ordering/pick-up had increased during the COVID-19 pandemic. The proposed text amendment allowed businesses flexibility to respond to changing public demand. Relocation of existing uses that employed drive-thru services to property outside of the Three Mile Lane Overlay District to be able to expand services with additional signage was not practical. Staff

recommended the Planning Commission recommend approval of the zone change to the City Council.

Planning Director Richards said the second request was for approval of the Three Mile Land Development Review for the addition of a second drive-thru service lane and associated signage at a McDonald's restaurant in the Three Mile Lane Overlay District. It was contingent on approval of the Zoning Text Amendment, ZC 2-20. She explained the proposed site plan. There would be two drive-thru order stations and associated signage including 2 directional signs, 1 pre-browse board per order station, and 1 menu board per order station. There would be a reduction of parking to accommodate site circulation. Right now there were 49 existing stalls, 14 were required, and with the redesign the number would be reduced to 26 stalls. They would also relocate the solid waste enclosure and the new landscape plan (L 30-20) had been approved by the Landscape Review Committee. She showed examples of the proposed signage for the gateway sign, any lane any time sign, digital menu board, and digital pre-browse board. Staff sent the application to other agencies for comments, but did not get any response back. A public comment was received from Dorothy McQueen citing concerns about increasing parking lot traffic and questioning if McDonald's was improving the fence along the north property line. Staff's response was that the northern property line of the McDonald's property had an existing mature hedge that created a solid screen in front of a solid wooden fence that appeared to be in fair condition. This met the criteria in the code. Staff recommended approval of the Three Mile Lane Development Review with the conditions outlined in the decision document. The Planning Commission would recommend approval to the City Council.

Commission Questions: Commissioner Winfield asked if technology changed and they no longer needed the pre-browse boards, would there be another design review process if they wanted to change the signs. Planning Director Richards said the criteria had to do with the size and height of the sign, but not the content. As long as the new signage met the criteria, it would not come before the Planning Commission again.

Commissioner Randall asked why the zoning amendment was limited to Zone 2 and not more throughout the Three Mile area. Planning Director Richards said that was the request.

Commissioner McClellan asked if there were limitations for noise volume. Planning Director Richards said there was noise nuisance in the Public Nuisance Code which controlled volume and how it impacted neighboring properties. It was not something in the Land Use Code.

Commissioner Tucholsky asked if this would approve the maximum height of the sign to be five feet or six feet. Planning Director Richards said it was five feet.

Commissioner Tucholsky asked how the five feet related to the signage at the McDonald's at 99W and McDaniel. Planning Director Richards said it was the same height in the general development code that applied to the rest of the City.

Commissioner Rankin asked if this would remove any area that was currently landscaped and increase paved area. Planning Director Richards responded it did change the landscaping and a revised landscape plan was reviewed by the Landscape Review Committee and met the City's criteria.

Planning Director Richards responded to questions Commissioner Rankin had sent in advance of the hearing. She had asked about the residential uses proposed on the south side of

Highway 18 that would be part of Zone 2. They would not be impacted by this text amendment because it was only applicable to drive-thru commercial. She had also asked if there was a standard threshold when drive thrus with certain types of queuing standards should migrate into a two lane situation. The applicant could answer that question. She also asked about bicycle parking, which was required, and there was a bike lane on the frontage road and there would be better bicycle and pedestrian connectivity in the updated Three Mile Lane Plan.

Commissioner Langenwalter asked about the number of required bicycle parking spaces. Planning Director Richards said it was 10% of the number of parking stalls they were required to provide, so they would need to provide 14 parking stalls and 2 bicycle parking spaces.

Planning Director Richards said Commissioner Rankin also asked about wind and seismic information and if it was reviewed by Engineering. There was a sign permit program for signs like this that required building permits and they were reviewed by Building and Engineering.

Commissioner Langenwalter was concerned about the noise and fumes, but thought with two drive up windows, it would help get cars through quicker and there would be less queuing.

Applicant's Testimony: Alexander Taam, representing the applicant, was there to answer any questions.

Commissioner Schanche asked if adding extra cars would increase the number of sales for the McDonald's. Mr. Taam said it usually did increase the revenue as it allowed for more business. The standards in designing the drive thru would allow the site to have easy access and traffic flow so it did not impede on surrounding properties or major roadways.

Commissioner Schanche asked if this restaurant was planning to be upgraded to be a large draw, especially to kids. Mr. Taam said it was based on the initiative of the owner of the specific restaurant and if there was a lot more family traffic, they could request to upgrade the play place to meet that environment.

Public Testimony:

Proponents: Linda O'Hara, McMinnville resident, owned property on Dunn Place. She did not know how this was going to work without infringing on adjacent properties, but from the presentation it sounded like they were taking out parking spaces to make it work. Chair Hall said that was correct.

Ms. O'hara said on the map there was an entry point where the cars divided to the two different ordering stations but there was only one pay window. If that was true, the cars would not be going through faster. Mr. Taam said there was a two window system, one where people paid and one where people picked up the food. They were also going to upgrade the interior of the restaurant to increase efficiencies. The whole process would come together with a more efficient system to get customers their food. There would also be waiting stalls at the end of the drive thru in case there were too many people stacking up in peak times.

Commissioner McClellan asked if the waiting stalls cut in to the available parking. Mr. Taam said no, the 26 parking spaces excluded the waiting stalls. There would be two waiting stalls that were parallel parking stalls to the left of the drive thru.

Haley (Last name is inaudible), McMinnville resident, appreciated that McDonald's was providing food in this area. The line was often backed up at this McDonald's and she was in support of putting in two ordering stations. She thought the lines would go faster and it would be good to serve more people in the area.

Opponents: Mark Davis, McMinnville resident, said this was an expansion of an existing business that would have an impact on the Three Mile Lane bypass area. One of the criteria was a public need for the change due to COVID-19, however the pandemic was not permanent and things would not be contactless forever. Another criterion was the need would be best served by changing the classification of this property instead of other property. The applicant did not indicate that other property was researched. They only wanted to do it here and he did not think that met the technical requirements of the code. He was concerned about the protection of the Three Mile Lane Planned Development Overlay District. The development would have a negative impact on traffic. He read the purpose statement of Ordinance 4131. They were trying to balance two needs, traffic to get around the City and to be able to access businesses and residences in the area. He thought they needed to be doing everything they could to protect the bypass. He had provided traffic counts on Highway 18 which showed how people were trying to pull traffic off of the highway which would bring it to a stop as they had to make left turns. Granting this would make it more likely that more requests would come in from commercial properties on Three Mile Lane. It was not in the long term best interest to slow down the bypass with traffic lights.

Commissioner Banagay asked if his objection was increased traffic flow. Mr. Davis was concerned this would set a precedent for the commercial land on Highway 18 and it would not be a bypass anymore.

Commissioner Winfield did not think this was an expansion of the business, but redirecting traffic. She asked how it would create a precedent.

Planning Director Richards explained how transportation modeling was done. A traffic impact analysis was required when there was a zone change that created a more intensive use. They looked for the highest and most impactful use as the measurement for the analysis. In terms of the highway area plan, the trigger for changing that would be a Comprehensive Plan amendment because the transportation model was based on the Comprehensive Plan designations. If the Comprehensive Plan changed, a traffic impact analysis was required. When a business came in that was an outright permitted use in a zone, they did not require an analysis because it had already been captured in the modeling. They were currently working with ODOT on a new transportation model for Three Mile Lane and per ODOT statistics all of the intersections were in good performance right now.

Commissioner Winfield clarified this would bring in the zone area so that it was equal to what the rest of McMinnville had for the sign ordinance. Planning Director Richards said yes, and it was only for Zone 2.

Rebuttal: None

Commissioner Tucholsky said the two lanes for the drive thru should decrease the time people were waiting in line and reduce noise pollution and traffic. He thought it would benefit the area. He asked about the time period for the traffic counts. Mr. Davis said the numbers were from 2019, the most recent ones that ODOT had on their website. It was the average over the year.

Chair Hall asked if the Commission wished to continue or close the hearing.

There was consensus to close the hearing. Chair Hall closed the public hearing.

The applicant waived the 7 day period for submitting final written arguments in support of the application.

Commission Deliberation: Commissioner Schanche was in support of the application.

Commissioner Rankin appreciated that the sign ordinance would only be extended to Zone 2.

Commissioner Winfield was in favor of the sign ordinance applying to this zone. She thought the precedent they were setting was to have this area consistent with the sign ordinance. She did not think it would set a precedent for increased traffic. It would decrease traffic and be a more efficient use of the land. As things did grow, there were ways to trigger traffic counts that would alleviate some of Mr. Davis' concerns.

Commissioner Langenwaller applauded the business for trying to provide more effective service to their customers. He thought it was a reasonable proposal.

Based on the findings of fact, conclusionary findings for approval, and materials submitted by the applicant, Commissioner Langenwaller MOVED to RECOMMEND APPROVAL to the City Council of ZC 2-20. SECONDED by Commissioner Winfield. The motion PASSED 9-0.

Based on the findings of fact, conclusionary findings for approval, and materials submitted by the applicant, Commissioner Schanche MOVED to RECOMMEND APPROVAL to the City Council of TML 2-20 subject to the conditions of approval provided in the decision document. SECONDED by Commissioner Rankin. The motion PASSED 9-0.

5. Commissioner Comments

None

6. Staff Comments

Planning Director Richards said they had contracted for the infrastructure analysis for middle housing. The Planning Commission would be the project advisory committee for the work. They had also contracted for Goal 5 and 7 cultural resources and natural features inventories. An archeological survey would be done as well. There was a land use application in for a Comprehensive Plan Map amendment and zone change for the industrial land to be rezoned on the south side of Highway 18 to commercial. Council had given direction to update the Transportation System Plan which would happen next fiscal year.

7. Adjournment

Chair Hall adjourned the meeting at 8:02 p.m.

Heather Richards
Secretary

569-20-000651-Plng



231 NE Fifth Street, McMinnville, Oregon 97128
 Phone: 503.434.7311 Fax: 503.474.4955
www.mcminnvilleoregon.gov

Planning Department

Comprehensive Plan/Zoning Text Amendment

Applicant:
Name: ALEXANDER TAAMCompany: FREIHEIT ARCHITECTUREMailing Address: 929 108TH AVE NECity, State, Zip: BELLEVUE, WA 98004Phone: 425-559-2773 Fax: _____E-mail: ATAAM@FREIHEITARCH.COM
Authorized Representative:

Name: _____

Company: _____

Mailing Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Property Owner:
Name: ALBERT PALACIOSCompany: MCDONALDS COPORATIONMailing Address: 2999 OAK ROAD STE 900City, State, Zip: WALNUT CREEK, CA 98004Phone: 312-485-7551 Fax: _____E-mail: albert.palacios@us.mcd.com
Property Owner's Signature:
Printed Name: Albert Palacios Date: 11/24/2020
Applicant's Signature: (if different from Property Owner)

Printed Name: ALEXANDER TAAM Date: 11/24/2020
Site Location and Description:
Project Address if Available: 225 NE NORTON LNProject Location: MCMINNVILLE, OR Total Site Area: _____Tax Map Number: 422CD01602 Comprehensive Plan Designation: _____ Zoning: C-3
Request:

The applicant seeks to amend text on Ordinance 4572 that was adopted for the Overlay District to allow additional free-standing signage for business that employ drive-up services

Project Type:
 Residential Commercial Industrial Other: _____

**Incomplete applications will not be processed until
all of the required materials are submitted.**

Final action on development application or zone change is required within 120 days in accordance with provisions of ORS 227.175

Office Use Only:
File No. 20-20

Date Received _____

Fee 6823.00

Receipt No. _____

Received by SA

01.07.2021

McDonald's Remodel
225 NE Norton Lane
McMinnville, OR 97128

Planning Department

McDonald's Zoning Text Amendment:

The applicant seeks to amend Ordinance 4572 adopted by the Overlay District for the McDonalds at 225 NE Norton Lane, McMinnville, OR 97128. Under section 5B of ordinance 4572 the allowable signage is limited to one free-standing sign per parcel. The applicant is proposing an upgrade to the existing McDonald's drive-thru configuration which would add a second drive-thru lane. With the second drive-thru lane we are proposing the addition of 4 freestanding signs (1 pre-browse board, and 1 menu board per drive-thru service lane) and 2 directional signs. The property is within the 3 Mile Lane Planned Development Overlay District (Ordinance 4131 as amended by Ordinance 4572). Ordinances 4572/4131 contain provisions and regulations for signage for commercial properties within Zone 2 of the Overlay District, which the existing McDonald's property is located in. The applicant is proposing the city to add the following language to ordinance 4572, "Additional freestanding signs are permitted with businesses that employ drive-up service. One such sign, not to exceed 36 square feet in area or six feet in height, is allowed per order station. In addition, one secondary sign, a maximum of 15 square feet in area and five feet in height, is allowed per order station. Any freestanding sign that has copy facing toward a public street shall be located a minimum of 30 feet from that street's property line. Wall mount signs shall be exempt from this." This wording is based off of section 17.62.070(F) of the MMC. Please see our responses below to the amendment criteria listed on the application.

1. The applicant's proposal for additional language allowing more free-standing signs is consistent with McMinnville's Comprehensive Plan Goals as follows:

- **Goal IV #1: To encourage the continued growth and diversification of McMinnville's economy in order to enhance the general well-being of the community and provide employment opportunities for its citizens.**

The proposal is consistent with this goal because the proposed language would allow growth of this restaurant through additional signage supporting a more efficient drive-thru configuration. With the addition of the updated drive-thru more customers will be able to access this restaurant which encourages the continued growth of and diversification of McMinnville's economy.

- **Goal IV #2: To encourage the continued growth of McMinnville as the commercial center of Yamhill county in order to provide employment opportunities, goods, and services, for the city and the county residents.**
 - **Policy 21.03 The city shall support existing businesses and industries and the establishment of locally owned, managed, or controlled small businesses**

The proposed language we seek to adopt would allow continued growth of McMinnville as the commercial center for Yamhill County because it would encourage other businesses to utilize the allowable signage and increase public relations in the area. Other restaurants of the same nature would also have the opportunity to upgrade their drive-up services resulting in providing more services to the city and county residents.

- **Goal IV #3: To ensure commercial development that maximizes efficiency of land use through utilization of existing commercially designated lands, through appropriately locating future commercial lands, and discouraging strip development**
 - **Policy 34.00 The City of McMinnville shall develop and maintain guidelines concerning the size, placement, and type of signs in commercial areas.**

The proposal ensures that the maximum efficiency of land use through the utilization of the existing McDonalds and the existing commercially designated land it is on. Our proposal is based from using the existing restaurant by enhancing the current service with more instances of signage; maintaining size, placement and type of signage in commercial areas. Our proposal is simply to increase the instance quantity of signage drive-thru establishments.

The applicant's proposal for additional ordinance language allowing for more instances of free-standing signs is consistent with McMinnville's Ordinance 4572/4131:

- **Ordinance 4131 Section 1. Statement of Purpose. The City of McMinnville finds that the development of lands on the North and South sides of Three Mile Lane (Oregon Highway 18) is acceptable if provisions are made to integrate the dual functions of the highway as a bypass around the city and a land service arterial for adjacent properties. The City also finds that development along Three Mile Lane is desirable if it is of good quality and design, if the living environment included open spaces, parks, and features buffering of residential uses from the highway. The City recognized, during the comprehensive planning process, that to insure that these concerns are met, proper designations on the McMinnville Comprehensive Plan and Zoning Maps must be made, and, further, that a planner development overlay must be placed over the area establishing specific conditions for development.**

The proposal will allow this McDonalds and any future commercial businesses to better integrate the highway as a bypass around the city. Since this area has a lot of traffic, allowing additional free-standing signs can benefit the surrounding drive-up businesses for a more efficient drive-thru service and reduce traffic congestion. These services will also benefit adjacent properties by preventing traffic congestion and granting better recognition to the land service arterial for all adjacent properties. For this proposal additional landscaping and good quality design have been implemented to meet the development standards for the Three Mile Lane.

- **Ordinance 4131 Section 5. Signs (as amended by Ord. 4572). The following regulations apply to those properties designated as either industrial or commercial on the McMinnville Comprehensive Plan Map and which are located within the area described in Exhibit "A". All signage must be approved by the Three Mile Lane Design Review Committee and may not exceed the maximums established by this section. The Three Mile Lane Design Review Committee may take into account color selection; sign material; relationship to the site and building design; size, form, mass, height, and scale of sign; the sign's location and proximity to existing signs on adjacent parcels; and other sign design elements appropriate to ensuring that the proposed sign is compatible with the objectives of this ordinance. The Three Mile Lane Design Review Committee may require a proposed sign to be redesigned as necessary to make it consistent with the objectives of this ordinance including, but not limited to, restricting the size and height of the sign, its location, form, color, and material.**

The proposal is asking to revise the language of ordinance 4572 for the allowance for more instances of free-standing signage in the area. The additional signage we are proposing to install on our site has been designed to match the sleek and modern design of the existing McDonalds restaurant. The signs will be seamlessly integrated onto the property with additional landscaping to meet local standards.

2. Given the current status of the nation more people are turning toward services that minimize human contact. Allowing additional signage to this drive-thru would fulfill the public's need for a safe delivery method of food. Ultimately the allowance for more signage at business with drive-up services would also allow for a more positive customer experience.
3. Comparing to other available properties is not applicable as this project is not evaluating alternative properties; our goal is to improve the existing drive-thru restaurant by increasing ease of the customer experience by providing a more efficient method of ordering and receiving food, the proposed additional signage will support that effort.



Alexander Taam

Architectural Designer

FREIHEIT Architecture | 425-827-2100



Planning Department
 231 NE Fifth Street ◦ McMinnville, OR 97128
 (503) 434-7311 Office ◦ (503) 474-4955 Fax
www.mcminnvilleoregon.gov

569-20-000652-PL19

Office Use Only:	
File No.	TML 2-20
Date Received	
Fee	1385. ⁰⁰
Receipt No.	
Received by	SPS

Three Mile Lane Development Review

Applicant Information

Applicant is: Property Owner Contract Buyer Option Holder Agent Other _____

Applicant Name ALEXANDER TAAM Phone 425-559-2773

Contact Name _____ Phone _____
(If different than above)

Address 929 108TH AVE NE

City, State, Zip BELLEVUE, WA 98004

Contact Email ATAAM@FREIHEITARCH.COM

Property Owner Information

Property Owner Name MCDONALDS COPORATION Phone _____
(If different than above)

Contact Name ALBERT PALACIOS Phone 312-485-7551

Address 2999 OAK ROAD STE 900

City, State, Zip WALNUT CREEK, CA 98004

Contact Email albert.palacios@us.mcd.com

Site Location and Description

(If metes and bounds description, indicate on separate sheet)

Property Address 225 NE NORTON LN

Assessor Map No. R4422CD01602 - Total Site Area _____

Subdivision _____ Block _____ Lot _____

Comprehensive Plan Designation _____ Zoning Designation C-3

August 10, 2020

17-500 McMinnville
Planning Department

225 NE E Norton Ln
McMinnville OR
503-434-7311

Project Narrative

McDonald's Restaurant Revision for the 3 Mile Lane Design Review:

The owner has elected to revise the drive-thru to add a second lane. To support this addition, we need to reconfigure the drive-thru lane layout. We are proposing new signage for the addition of the second drive-thru lane, which includes relocating the gateway, adding a small directional sign, a second pre-browse board, a second order-ready canopy, and a second menu board.

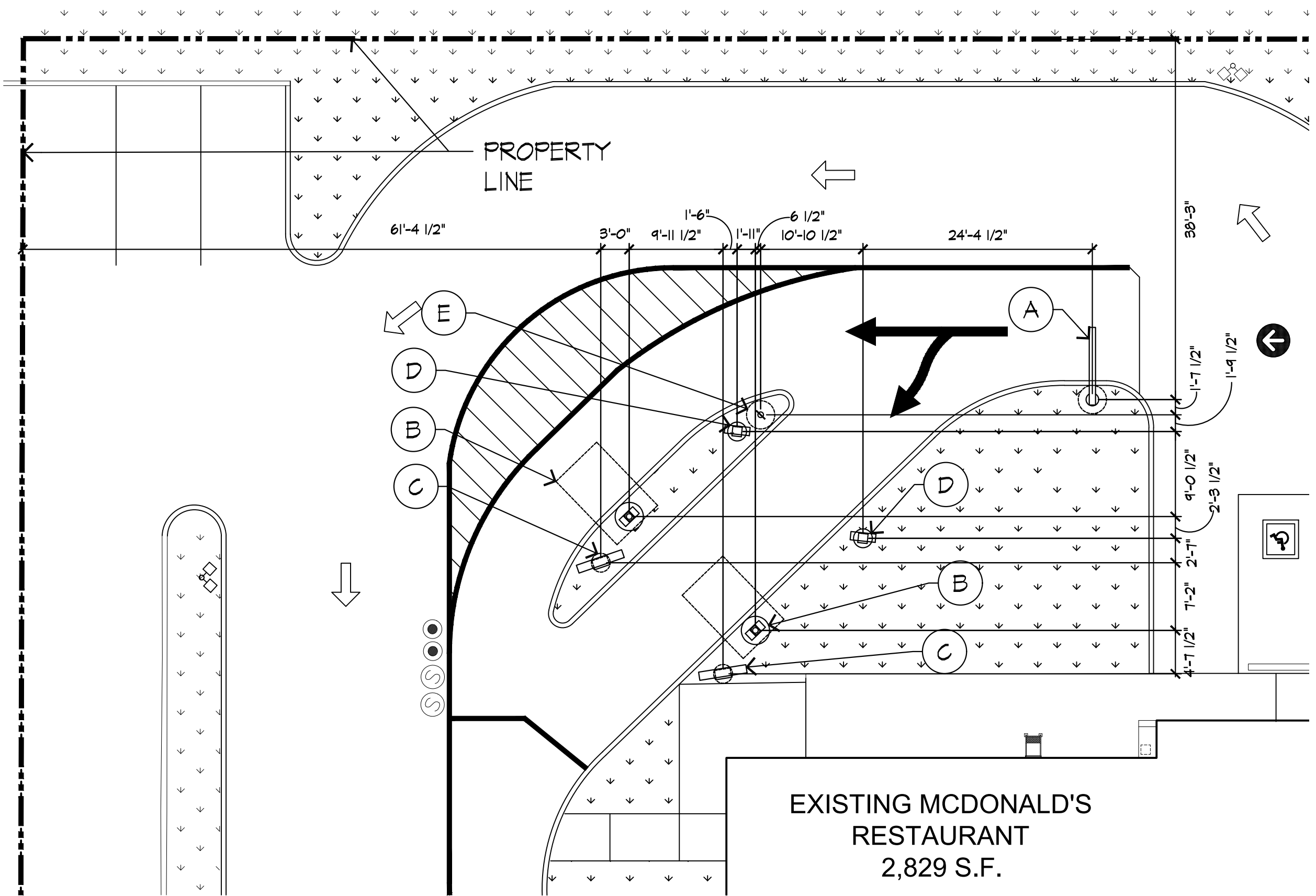
Since we had to reconfigure the drive-thru the trash corral has been relocated away from the building to make sure the site circulation still works. Due to the proposed location, per section 17.61 of the MMC, we will be providing landscaping 3' tall around three sides of the structure as well as the required space needed for a garbage truck to approach the trash enclosure.

Per section 17.60 of the MMC it requires us to have one space per 200 square feet of floor area. Since the buildings square footage is 2,829 sqft we would need a minimum of 14 stalls. We are currently proposing 26 with the new site configuration.

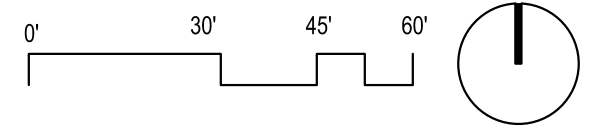
Revisions are clouded noted by delta 2 dated 6.1.2020

Enclosed with this submittal please find the revised plans and additional reports and documents regarding these revisions.

- SIGN KEY:**
- (A) "WELCOME" GATEWAY SIGN (1 NEW)
 - (B) CUSTOMER ORDER CANOPY (2 NEW)
 - (C) DIGITAL MENU BOARD (2 NEW)
 - (D) PRE-BROWSE BOARD (2 NEW)
 - (E) "ANY LANE, ANY TIME" SIGN (1 NEW)



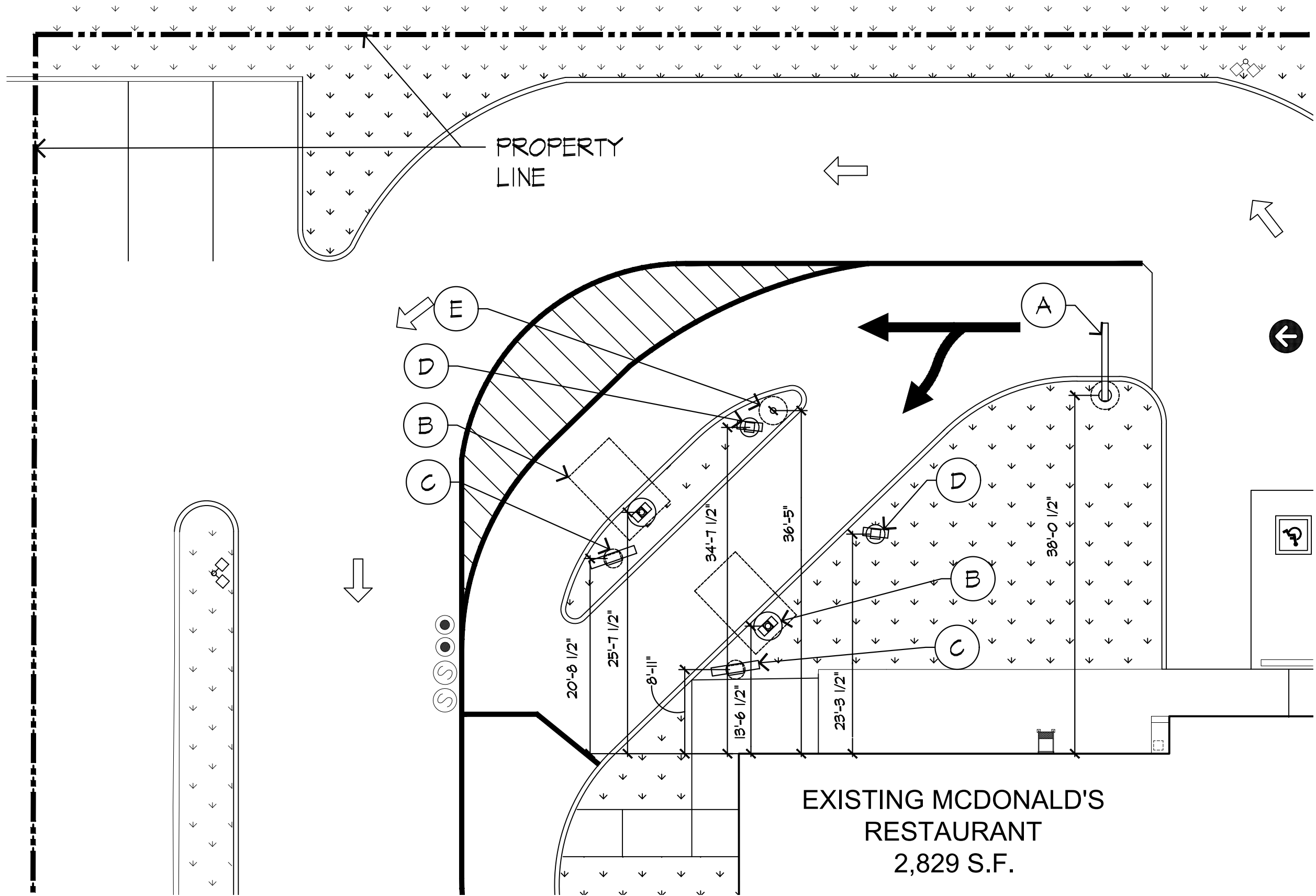
SIGN LOCATION SKETCH (PROP. LINE)
 SCALE: 1" = 30'



A17-500

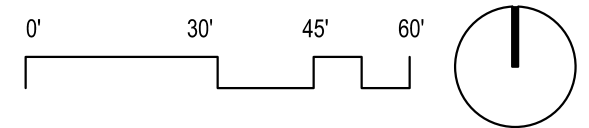
SIGN KEY:

- (A) "WELCOME" GATEWAY SIGN (1 NEW)
- (B) CUSTOMER ORDER CANOPY (2 NEW)
- (C) DIGITAL MENU BOARD (2 NEW)
- (D) PRE-BROWSE BOARD (2 NEW)
- (E) "ANY LANE, ANY TIME" SIGN (1 NEW)



SIGN LOCATION SKETCH (BUILDING)

SCALE: 1" = 30'



PROJECT DATA

SITE AREA: 0.81 ACRE
 EXISTING PARKING: 49 STALLS
 PARKING REQUIRED: 1 PER 4 SEATS, OR 1 PER 100 SF OF DINING AREA, WHICHEVER IS GREATER= 16 STALLS (BASED ON 846 SF DINING AREA)
 PARKING PROVIDED: 49 STALLS
 ACCESSIBLE REQUIRED: 2 STALLS (BASED ON 49 PROVIDED)
 ACCESSIBLE PROVIDED: 2 STALLS
 ZONING: C3 COMMERCIAL
 BUILDING AREA: 2,829 SQ. FT.
 OCCUPANCY : A-2 (EXISTING)
 TYPE OF CONSTRUCTION: V-B (EXISTING)

ADA SITE PLAN KEYNOTES

- AD-01** REMOVE EXISTING & INSTALL NEW BROOM-FINISH, SLIP-RESISTANT CONCRETE AS SHOWN. PROVIDE 5% MAX SLOPE IN DIRECTION OF TRAVEL & 1.5% MAX CROSS SLOPE AT CROSSWALK; REGRADE PARKING LOT AND SEALCOAT AS NECESSARY. PROVIDE APPROPRIATE GRADED NON-ABRUPT TRANSITION TO ADJACENT PARKING LOT. ENSURE THERE IS NO CHANGE OF LEVEL GREATER THAN 1/4" OR 1/2" WITH BEVEL.
- AD-02** RELOCATE & RESTRIPE EXISTING BARRIER-FREE ACCESSIBLE STALLS (TYP. OF 2) AS SHOWN, WITH ACCESS AISLE BETWEEN STALLS. WIDTH OF STALLS AND ACCESS AISLE TO BE MEASURED FROM CENTER OF STRIPING. ENSURE ALL SLOPES AT NEW PARKING STALLS AND ACCESS AISLE DO NOT EXCEED 1.5% IN ALL DIRECTIONS. REGRADE PARKING LOT AND SEALCOAT AS NECESSARY. PROVIDE APPROPRIATE GRADED NON-ABRUPT TRANSITION TO ADJACENT PARKING STALLS. PAINT ACCESSIBLE SYMBOL AT STALLS PER 4/SD1. ENSURE EXISTING ACCESSIBLE PARKING STALL SIGNS ARE MOUNTED AT EACH STALL WITH BOTTOM OF THE LOWEST SIGN AT 60" MIN. ABOVE ADJACENT PARKING SURFACE (TYP. OF 2) PER DETAIL 6/SD1. INSTALL NEW "VAN ACCESSIBLE" SIGN TO BE LOCATED AT STALL WITH PASSENGER SIDE ADJACENT TO 96" MIN WIDE ACCESS AISLE.
- AD-03** REMEDIATION OCCURS IN **AD-02**
- AD-04** REMOVE EXISTING CURB RAMP & SIDEWALK & INSTALL NEW BROOM-FINISH, SLIP-RESISTANT CONCRETE PEDESTRIAN RAMP AS SHOWN. PROVIDE 8% MAX SLOPE IN DIRECTION OF TRAVEL & 1.5% MAX CROSS SLOPE. PROVIDE 5" DEEP X FULL RAMP WIDTH TOP & BOTTOM LANDINGS WITH 1.5% SLOPE IN ALL DIRECTIONS. PROVIDE EDGE PROTECTION & HANDRAILS AT EACH SIDE OF RAMP. HANDRAILS TO BE 34"-36" ABOVE RAMP SURFACE & EXTEND 12" MIN BEYOND TOP & BOTTOM OF RAMP; SEE DETAIL 15/SD1.
- AD-05** REMEDIATION OCCURS IN **AD-04**
- AD-06** REMOVE EXISTING CURB RAMP & CONCRETE SIDEWALKS & PROVIDE NEW SLIP RESISTANT, CONCRETE IN-LINE CURB RAMP AS SHOWN & PER DETAIL 9/SD1. SLOPE IN DIRECTION OF TRAVEL TO BE 8% MAX WITH 1.5% MAX CROSS SLOPE. PROVIDE 5'-0" MIN DEEP X FULL RAMP WIDTH TOP & BOTTOM LANDINGS WITH 1.5% MAX SLOPE IN ALL DIRECTIONS. ENSURE TOP AND BOTTOM TRANSITIONS ARE FLUSH WITH 1/4" MAX CHANGE IN LEVEL OR 1/2" WITH BEVEL. PROVIDE 5% MAX GUTTER PAN SLOPE.
- AD-07** REMOVE EXISTING SIDEWALK TO EXTENT SHOWN & INSTALL NEW WITH A SLIP RESISTANT BROOM FINISH. ENSURE 5'-0" MIN WIDTH AT SIDEWALK ON NON-DRIVE THRU SIDE OF BUILDING, AT EXTERIOR ENTRY DOOR. PROVIDE MAX 5% SLOPE IN DIRECTION OF TRAVEL & 1.5% MAX CROSS SLOPE. PROVIDE 5'X5' LANDING WITH MAX 1.5% SLOPE IN ALL DIRECTIONS AT EACH DOOR & CHANGE OF DIRECTION. ENSURE THERE IS NO CHANGE OF LEVEL OR THRESHOLD GREATER THAN 1/4" OR 1/2" WITH BEVEL. SEE DETAILS 8/SD1 & 11/SD1. REMOVE & REPLACE CONCRETE CURBS ALONG AREA OF NEW WORK. FLOAT ASPHALT AT AREAS OF PARKING LOT ADJACENT TO NEW CURBS AS NECESSARY TO MAINTAIN TYPICAL 6" MAX CURB. PROVIDE APPROPRIATE GRADED NON-ABRUPT TRANSITION TO EXISTING ASPHALT PARKING LOT. EXTENT SHOWN IS ASSUMED MIN WORK FOR ACCESSIBILITY COMPLIANCE. GC TO VERIFY WITH EXISTING CONDITIONS & CONFIRM EXTENT OF WORK WITH MCDONALD'S CONSTRUCTION MANAGER.
- AD-08** REMEDIATION OCCURS IN **AD-04**
- AD-09** SEE FLOOR PLAN.
- AD-10** REMEDIATION OCCURS IN **SP-06**
- AD-11** SEE FLOOR PLAN.
- AD-12** REMEDIATION OCCURS IN **AD-07**
- AD-13** THRU **AD-18** SEE FLOOR PLAN.
- AD-19** REMEDIATION OCCURS IN **SP-28**

SITE PLAN KEYNOTES

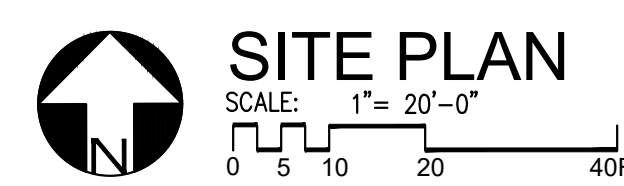
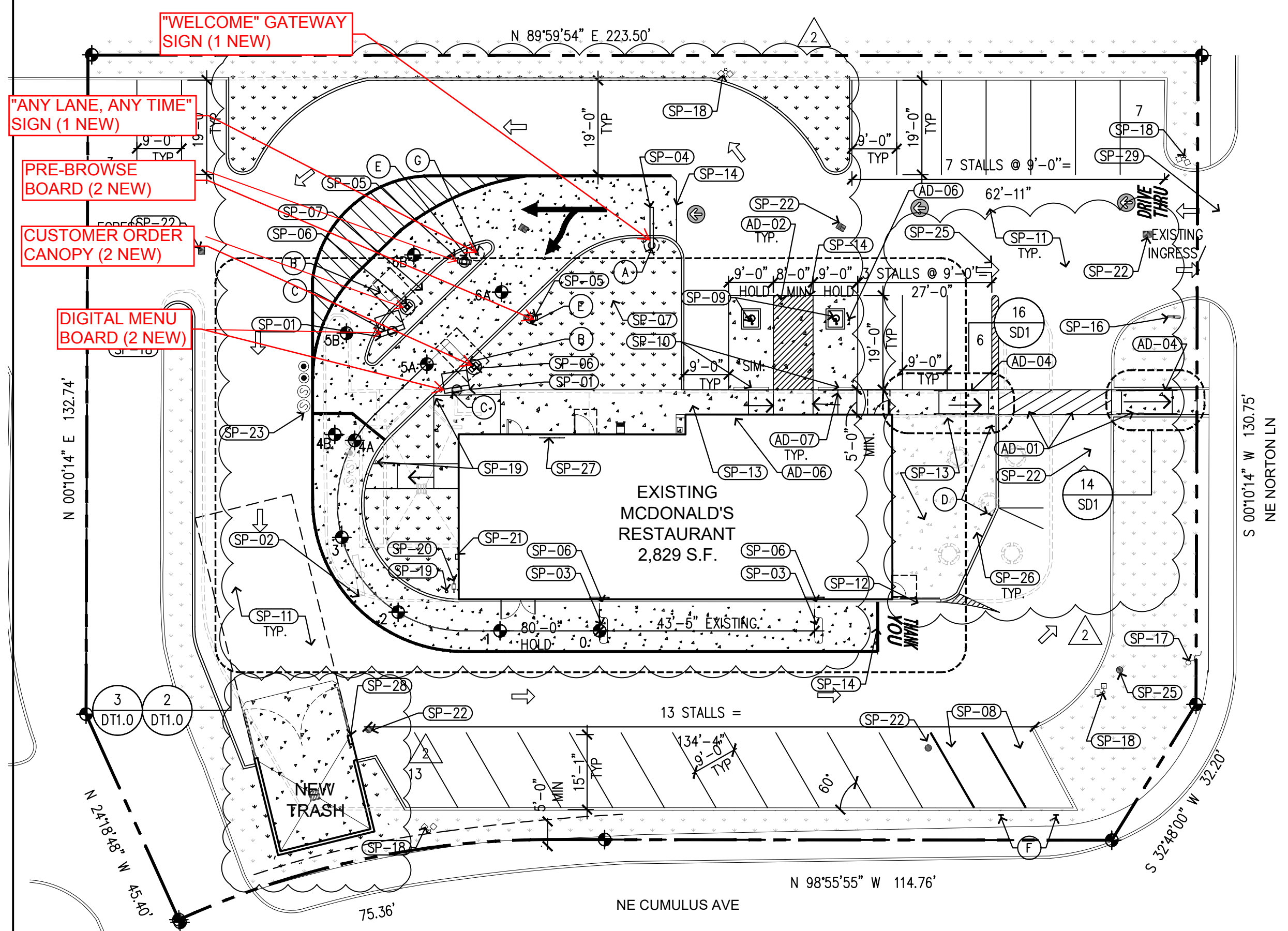
- SP-01** REMOVE EXISTING & INSTALL (1) NEW DIGITAL MENU BOARD AS SHOWN. SEE DETAIL 2/DT1.0 FOR EXACT LOCATION AND 10/DT1.1. LOCATE EXISTING UTILITIES PRIOR TO EXCAVATING FOOTING.
- SP-02** REMOVE EXISTING CUSTOMER ORDER DISPLAY & INSTALL (1) CUSTOMER ORDER CANOPY AS SHOWN PER DETAIL 6/DT1.2. SEE DETAIL 2/DT1.0 FOR EXACT LOCATION. LOCATE EXISTING UTILITIES PRIOR TO EXCAVATING FOOTING.
- SP-03** INSTALL NEW VEHICLE DETECTOR LOOP AT NEW ORDER POINT PER 2/DT1.0. (OPTIONAL AT DRIVE THRU BOOTH) PATCH & REPAIR CONCRETE PAD AT DRIVE-THRU AS NECESSARY. SEE 18/DT1.1 & 20 DT1.1.
- SP-04** REMOVE EXISTING & INSTALL NEW GATEWAY SIGN PACKAGE AS SHOWN. COORDINATE LOCATION WITH MCDONALD'S CONSTRUCTION MANAGER TO ENSURE BEST VISIBILITY FROM SITE ENTRANCE. SEE DETAIL 8/DT1.2 FOR MORE INFO. LOCATE UNDERGROUND UTILITIES PRIOR TO EXCAVATION.
- SP-05** REMOVE EXISTING & INSTALL NEW PRE-BROWSE MENU BOARD PER DETAIL 12/DT1.1. VERIFY LOCATION WITH MCDONALD'S CONSTRUCTION MANAGER & DETAIL 2/DT1.0.
- SP-06** INSTALL SPEECH/HEARING IMPAIRED SIGNAGE ON THE DRIVE-THRU C.O.D. & EACH DRIVE-THRU SERVICE WINDOW. SEE DETAILS 7/SD1 & 9/AA.4. PICTURE MENU, CLIPBOARD AND PENCILS ARE TO BE PROVIDED AT EACH DRIVE-THRU WINDOW.
- SP-07** PATCH AND REPAIR EXISTING LANDSCAPE AS NECESSARY TO ACCOMMODATE DEMOLITION AND NEW CONSTRUCTION. NEW LANDSCAPING TO MATCH EXISTING ADJACENT. ENSURE PLANTINGS DO NOT INHIBIT VIEW TO DRIVE THRU SIGNS.
- SP-08** DESIGNATED PULL FORWARD PARKING STALLS & SIGNAGE PER MCDONALD'S STANDARDS. EXISTING SIGNS TO REMAIN; PROTECT FROM DAMAGE. RESTRIPE STALLS TO BE (2) COATS TRAFFIC YELLOW.
- SP-09** REMOVE EXISTING ASPHALT PAVING FOR INSTALLATION OF NEW CONCRETE PAD AT ACCESSIBLE PARKING STALLS, ACCESS AISLE & CROSSWALK. COORDINATE WITH **AD-01** & **AD-02** FOR REQUIRED SLOPES. ENSURE FLUSH TRANSITION TO ADJACENT ASPHALT.
- SP-10** INSTALL CONCRETE WHEELSTOPS AT LOCATIONS SHOWN. SEE DETAIL 12/SD1.
- SP-11** PATCH AND REPAIR EXISTING ASPHALT PAVING FOR INSTALLATION OF NEW CONSTRUCTION SEAL COAT ALL ASPHALT WITH NEW ASPHALTIC LAYER. STRIPE PARKING STALLS AND SYMBOLS AS SHOWN. PAINTS TO BE TRAFFIC WHITE (2 COATS) AT PARKING AND TRAFFIC YELLOW (2 COATS) AT DRIVE-THRU. SEE DETAIL 1/SD1, 2/SD1, & 3/SD1.
- SP-12** REMOVE EXISTING GUARDRAIL FOR INSTALL OF NEW CONSTRUCTION. REINSTALL PER DETAIL 10/SD1. VERIFY REUSE WITH MCDONALD'S CONSTRUCTION MANAGER INSTALL PER MCDONALD'S SPECIFICATIONS. FINISH PER ELEVATIONS. ENSURE 18" CLEAR PROVIDED AT DOOR LATCH.
- SP-13** APPROXIMATE LINE OF NEW CONCRETE WORK TO EXISTING CONCRETE TO REMAIN.
- SP-14** APPROXIMATE LINE OF CONCRETE PAD TO ASPHALT TRANSITION.
- SP-15** NOT USED.
- SP-16** EXISTING DIRECTIONAL SIGN TO REMAIN. PROTECT FROM DAMAGE.
- SP-17** EXISTING FLAG POLE TO REMAIN. VERIFY IF LIGHT FOR FLAG POLE IS MOUNTED TO BUILDING. IF EXISTS, REMOVE & REINSTALL TO ACCOMMODATE NEW CONSTRUCTION.
- SP-18** EXISTING LOT LIGHTING TO REMAIN.
- SP-19** EXISTING BOLLARDS, PROTECT FROM DAMAGE. FINISH PER ELEVATIONS.
- SP-20** EXISTING GAS METER ASSEMBLY TO REMAIN; PROTECT FROM DAMAGE.
- SP-21** EXISTING ELECTRICAL METER ASSEMBLY TO REMAIN; PROTECT FROM DAMAGE.
- SP-22** EXISTING CATCH BASIN TO REMAIN.
- SP-23** RELOCATE EXISTING GREASE INTERCEPTOR TO LOCATION SHOWN; PROTECT FROM DAMAGE. REFER TO CIVIL FOR ADDITIONAL INFORMATION
- SP-24** NOT USED.
- SP-25** EXISTING MANHOLE TO REMAIN.
- SP-26** REMOVE EXISTING EXTERIOR SEATING & INSTALL NEW SEATING PACKAGE BY OWNER THAT PROVIDES 5% MIN ACCESSIBLE SEATS. LOCATE ACCESSIBLE SEATS ON 36" MIN WIDE ACCESSIBLE ROUTE & MARK WITH INTERNATIONAL SYMBOL OF ACCESSIBILITY. PROVIDE 30" WIDE X 19" DEEP X 27" AFF MIN KNEE SPACE & 30" WIDE X 48" DEEP MIN CLEAR FLOOR SPACE AT EACH ACCESSIBLE SEAT. ENSURE 34" AFF MAX TABLE HEIGHT. DISPERSE ACCESSIBLE SEATS AMONG VARIOUS TABLE TYPES & SIZES. PATCH & REPAIR EXISTING CONCRETE PATIO AS NECESSARY & ENSURE MAX 1.5% SLOPE IN ALL DIRECTIONS AT SEATING AREA; REPLACE PATIO AS NECESSARY TO ENSURE SLOPE REQUIREMENTS. PROTECT EXISTING PLANTERS FROM DAMAGE.
- SP-27** EXISTING BIKE RACK TO REMAIN; PROTECT FROM DAMAGE.
- SP-28** NEW TRASH CORRAL AT LOCATION SHOWN. SEE SHEETS T1.0 & T1.1 FOR MORE INFORMATION. PAINT TRASH ENCLOSURE GATES TO MATCH BASE BUILDING COLOR PER ELEVATION SHEETS A2.0 & A2.1
- SP-29** NEW FRONTAGE IMPROVEMENTS PER CIVIL DRAWINGS.

SIGN LEGEND

- (A) "WELCOME" GATEWAY SIGN (1 NEW)
- (B) CUSTOMER ORDER CANOPY (1 NEW)
- (C) DIGITAL MENU BOARD (1 NEW)
- (D) PULL FORWARD STALL SIGNS (2 EXISTING)
- (E) PRE-BROWSE BOARD (1 NEW)
- (F) MOBILE PICKUP STALL SIGNS (2 EXISTING)
- (G) "ANY LANE, ANY TIME" SIGN (1 NEW)

LEGEND

- EXISTING CONCRETE CURBING TO REMAIN/ REPAIR
- NEW CONCRETE CURBING
- EXISTING CONSTRUCTION TO BE DEMOLISHED
- ▨ NEW STRIPING
- ▭ EXISTING LANDSCAPING TO REMAIN
- ▭ NEW LANDSCAPING
- ▭ EXISTING CONCRETE TO REMAIN
- ▭ NEW CONCRETE
- EXISTING LOT LIGHT



GENERAL NOTES

1. PROPOSED UTILITIES ARE SHOWN IN SCHEMATIC ONLY. EXACT LOCATIONS SHALL BE DETERMINED TO ALLOW FOR THE MOST ECONOMICAL INSTALLATION.
2. THE CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO DETERMINE EXACT POINT OF SERVICE CONNECTION AT EXISTING UTILITY. REFER TO THE BUILDING ELECTRICAL AND PLUMBING DRAWINGS FOR UTILITY SERVICE ENTRANCE LOCATIONS, SIZES, AND CIRCUITING.
3. FINISH WALK AND CURB ELEVATIONS SHALL BE 6" ABOVE FINISH PAVEMENT.

PAVING SPECIFICATION

(MINIMUM 3" TOTAL COMPACTED ASPHALT THICKNESS)

NOTE: MCDONALD'S ENGINEER RESERVES THE RIGHT TO REQUEST A COMPACTION TEST AND/OR A CORE SAMPLE. IF TESTS PROVE CORRECT, PER ABOVE SPECIFICATION, TESTS WILL BE AT THE EXPENSE OF MCDONALD'S. OTHERWISE, GC WILL BE CHARGED.

LOT LIGHTING RECOMMENDATION

EXISTING LOT LIGHTS TO REMAIN. VERIFY WITH MCDONALD'S CONSTRUCTION MANAGER IF CLEAN/RELAMP OR NO WORK DURING THIS PROJECT.

PARKING INFORMATION

TOTAL SPACES	SPACES	SPACING
29	14	9'-0" X 19'-0" SPACES @ 90°
	13	9'-0" X 15'-1" SPACES @ 60°
	2	ADA 9'-0" X 19'-0" SPACES @ 90°

UTILITY INFORMATION

	SIZE	TYPE	LOCATION
SANITARY SEWER		EXISTING	
WATER		EXISTING	
STORM SEWER		EXISTING	
ELECTRIC		EXISTING	
GAS		EXISTING	

SURVEY INFORMATION

PLAN SCALE:	1" = 20'
STREET ADDRESS	225 NE NORTON LN
CITY	MCMINNVILLE
STATE	OR
COUNTY	YAMHILL

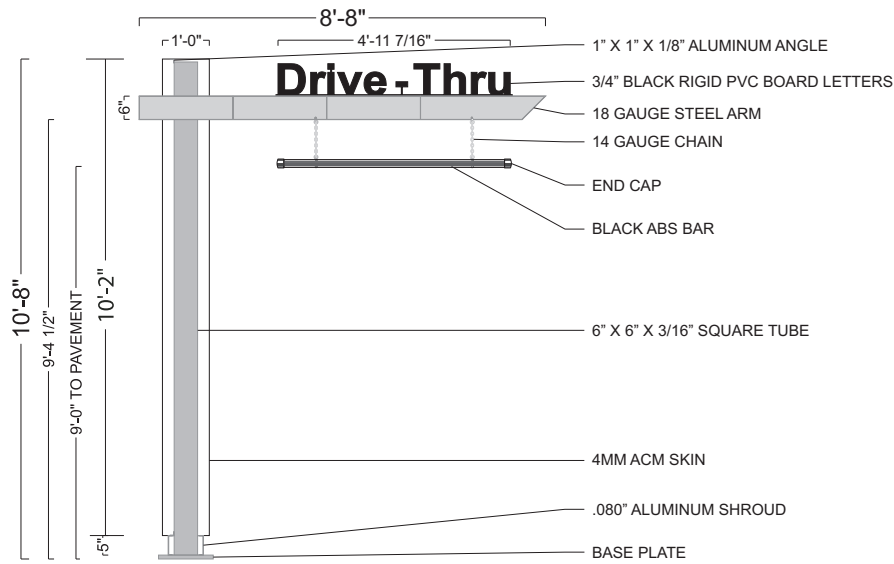
REGIONAL DWG. NO	36-0160
CORPORATE DWG. NO.	12714

TITLE	2018 MRP REMODEL CORE 16
DESCRIPTION	WOOD FRAMING WALLS WOOD FRAMING ROOF BRICK WAINSCOT AND LAP SIDING EXTERIOR FINISH
SHEET NO.	SP-2
DATE	AUG 2018
BY	JLT
CHECKED BY	
DATE ISSUED	
PROJECT NO.	112714
REGIONAL DWG. NO.	A17-500
CORPORATE DWG. NO.	12714

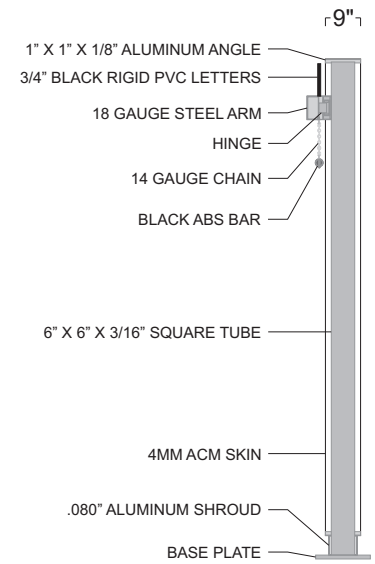


PREPARED FOR: McDonald's USA, LLC
 DRAWN BY: JLT
 REVIEWED BY: JLT
 DATE ISSUED: AUG 2018
 PROJECT NO.: 112714
 SITE ADDRESS: 225 NE NORTON LN MCMINNVILLE, OR 97128
 SHEET NO.: 36-0160

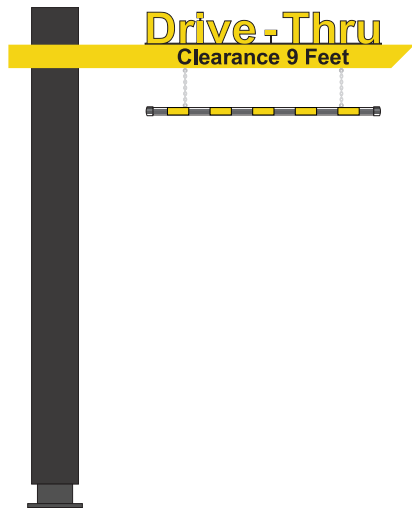
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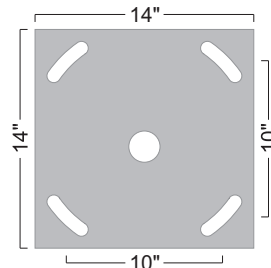
FRONT VIEW
SCALE: 1/4" = 1'-0"



END VIEW
SCALE: 1/4" = 1'-0"



GRAPHIC DETAIL
SCALE: 1/4" = 1'-0"

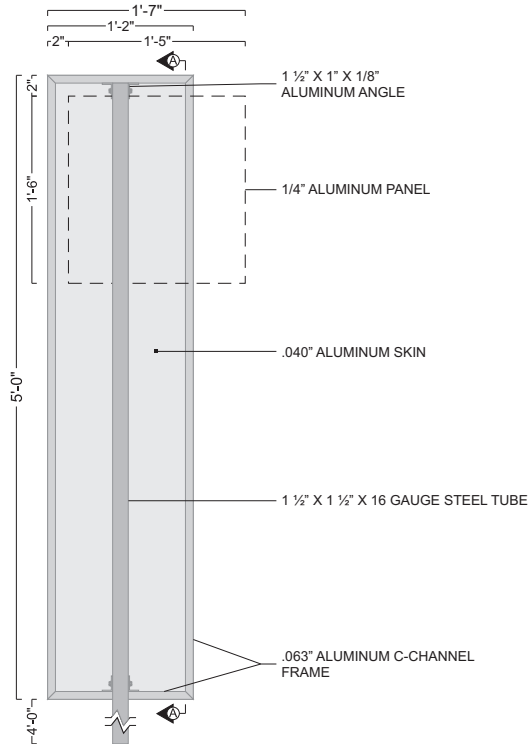


BASE PLATE DETAIL
SCALE: 1" = 1'-0"

1" X 14" X 14" PLATE
7/8" HOLES
2" CENTER HOLE
3/4" ANCHOR BOLTS

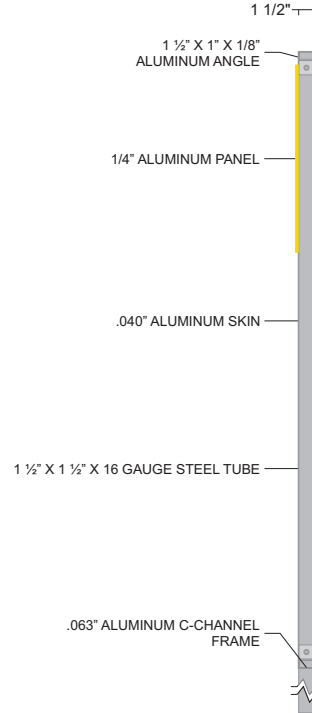
POLE COVER DETAIL
DESIGN FACTOR: TBD
4MM WHITE ACM POLE COVER
.080" ALUMINUM CAP AND SHROUD
EXTERIOR FINISH:
POLE COVER
GRAY FORD-MED DK PLATINUM
SHROUD AND BASE PLATE - MATCH
B.M. 1631 MIDNIGHT OIL
CLEARANCE BAR DETAIL
BLACK ACM PIPE W/ 7725-15 YELLOW
VINYL STRIPES APPLIED TO 1ST
SURFACE
SQUARE FEET: BOXED = 92.44
ACTUAL = 15.68

SWING ARM DETAIL
DESIGN FACTOR: TBD
18 GAUGE STEEL ARM WITH HINGE
W/ 1ST SURFACE PAINT AND VINYL
DECORATION:
MATCH PMS 109 C YELLOW - SWING ARM
7725-12 BLACK VINYL - "CLEARANCE 9 FEET"
COPY
"DRIVE-THRU" LETTER DETAIL
3/4" BLACK RIGID PVC BOARD ROUTED
LETTERS W/ 1ST SURFACE VINYL
DECORATION:
7725-15 BRIGHT YELLOW - "DRIVE-
THRU" COPY
BLACK - COPY OUTLINE



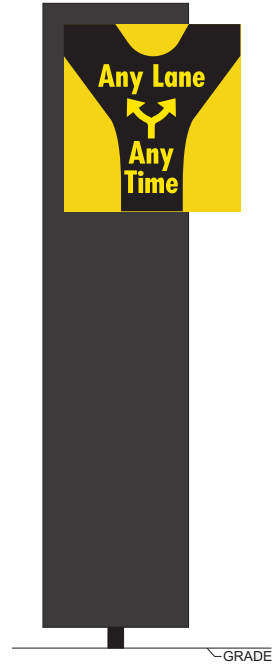
FRAME DETAIL
SCALE: 1" = 1'-0"

FRAME DETAIL
DESIGN FACTOR: TBD
1 1/2" X 3/4" X .063" ALUMINUM C-CHANNEL FRAME
.040" ALUMINUM SKINS
EXTERIOR FINISH: BONE WHITE
SQUARE FOOTAGE: BOXED = 7.92, ACTUAL = 6.46



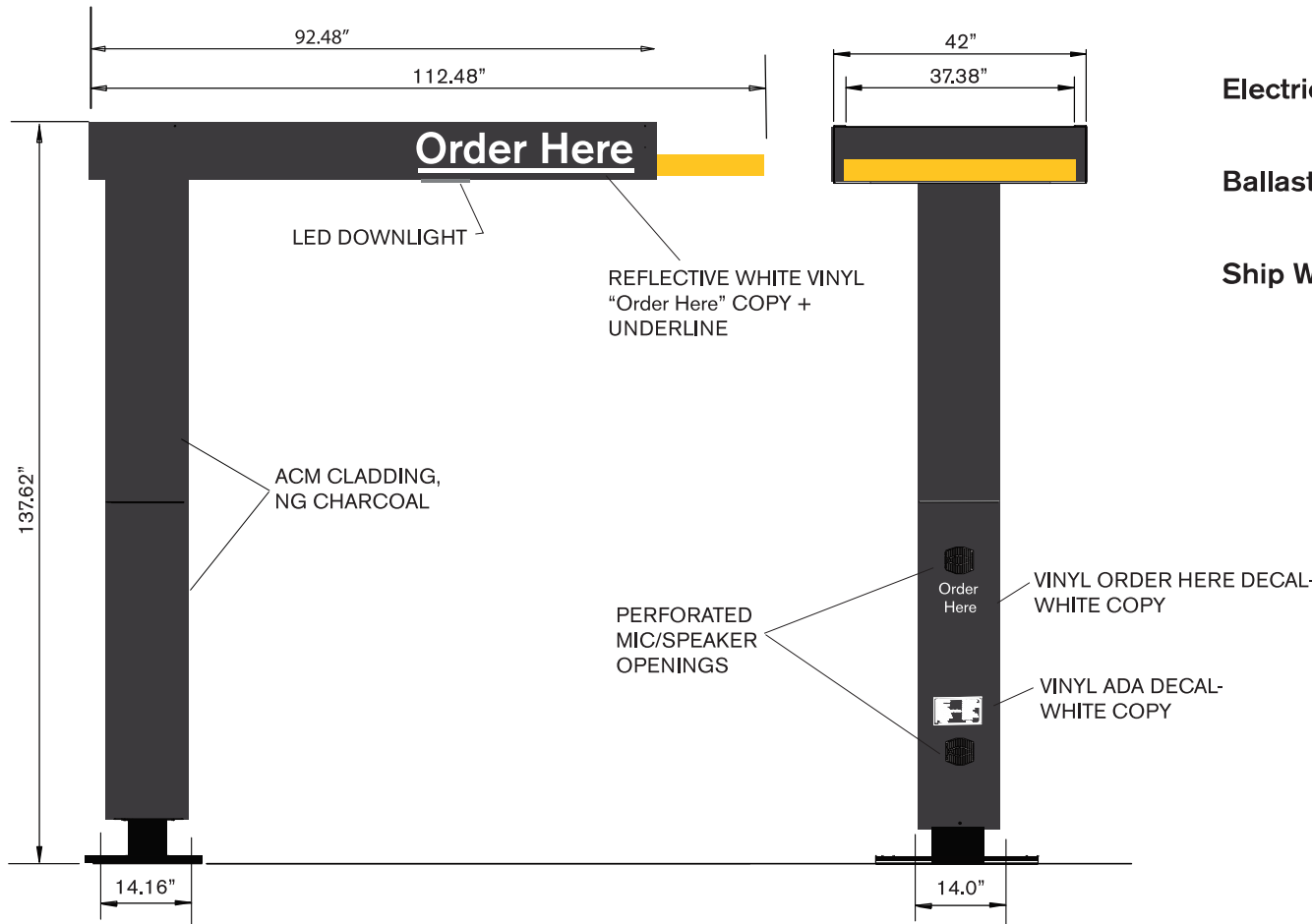
CROSS SECTION A-A
SCALE: 1" = 1'-0"

FACE DETAIL
1/4" ALUMINUM PANEL W/ 1ST SURFACE PAINT
& VINYL DECO.:
■ YELLOW DUPONT CENTARI 5000- BACK-
GROUND, COPY & ARROW
■ 3630-22 BLACK - LANES



GRAPHIC DETAIL
SCALE: 1" = 1'-0"

Slim Springboard Canopy w/Audio Only - Yellow



Illumination: LED Downlighting

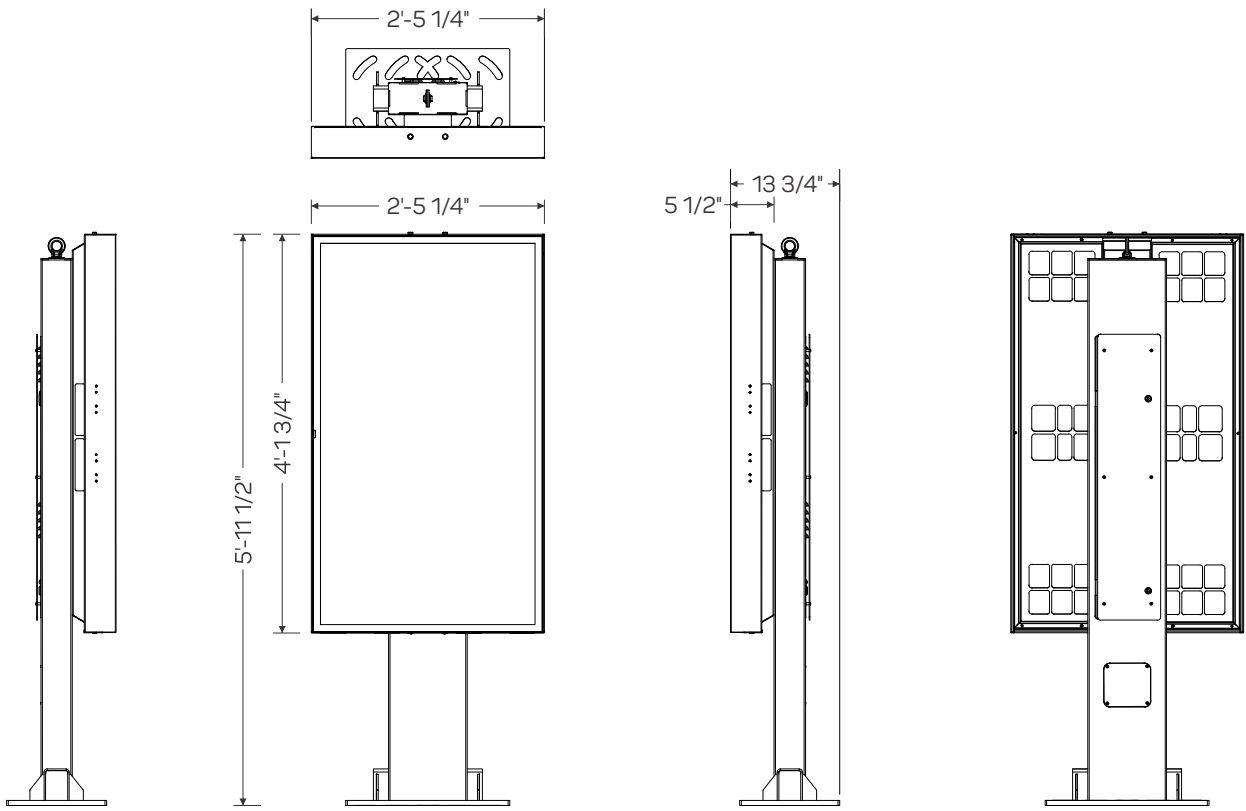
Electrical: 1.5 Amps 120 volt, 60 Hz

Ballast:

Ship Weight:

Frame	Hot dip galvanized + anti-graffiti powder coated steel
Brackets	Hot dip galvanized
Panels	Aluminium + anti-graffiti powdercoat
Access fasteners	Security Torx
Media player access	Dual camlock
Eyebolt	Stainless crane on
Baseplate	McDonalds spec triple mounting pattern option

ODMB 02 SINGLE	
Displays	Samsung OH55F
Hardware	Stratocache Spectra NG
Heating/Cooling	Watlow 100W Heater Sunon 120mm AC Fan
Power Supply Units	60W DC Media Player Power Supply
Power Cables	1 x IEC Power Cable
Electrical Components	Isolated Ground 2 x IG Receptacles 20A Circuit Breaker
Communication Cables	2 x HDMI 1 x RS232
Certification	UL Certified



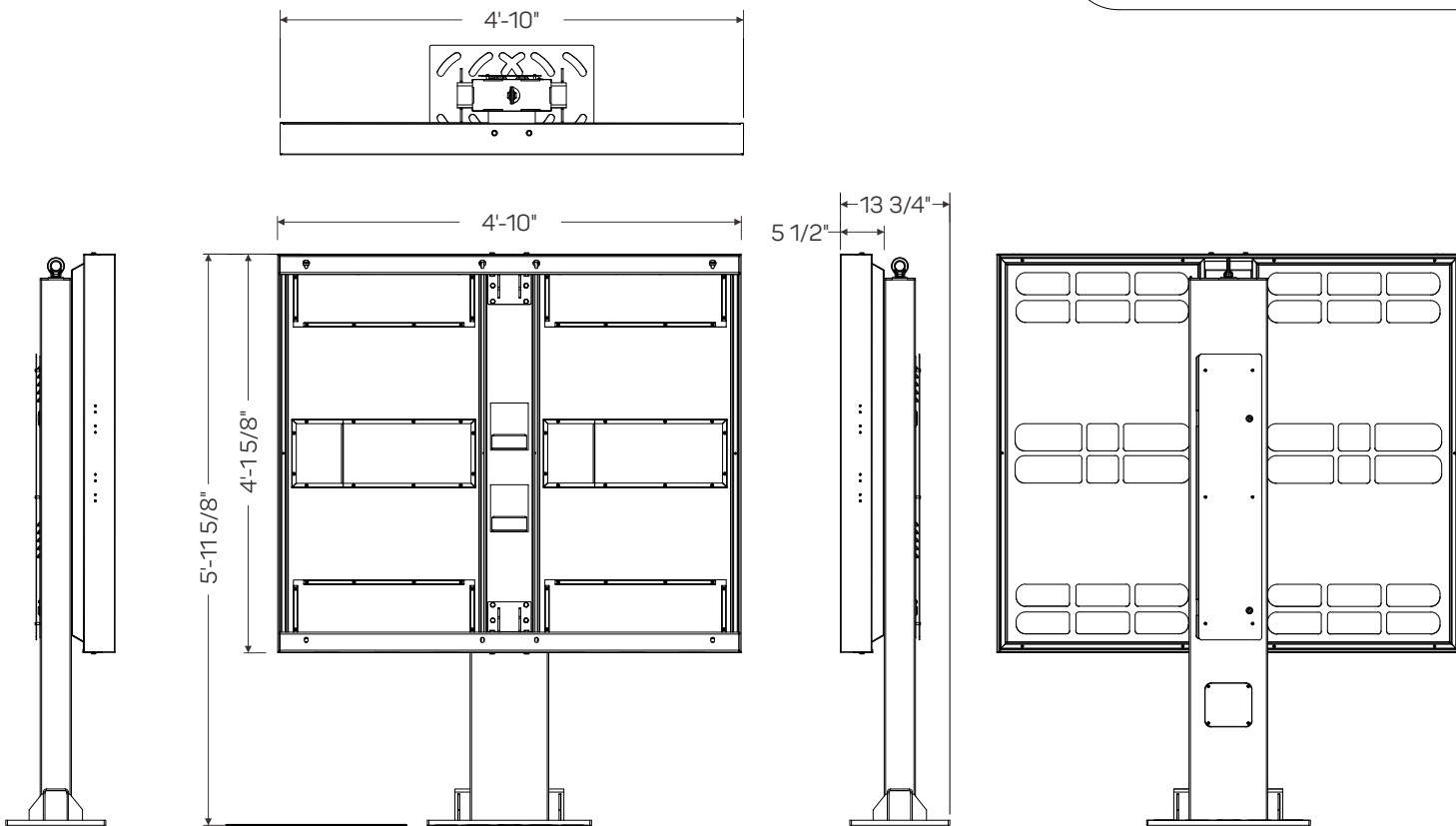
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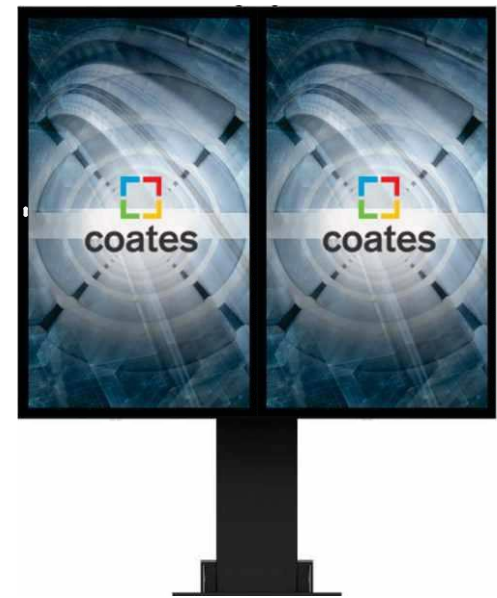
GRAPHIC DETAIL NOT TO SCALE

Frame	Hot dip galvanized + anti-graffiti powder coated steel
Brackets	Hot dip galvanized
Panels	Aluminium + anti-graffiti powdercoat
Access fasteners	Security Torx
Media player access	Dual camlock
Eyebolt	Stainless crane on
Baseplate	McDonalds spec triple mounting pattern option

ODMB 02 DOUBLE	
Displays	2 x Samsung OH55F
Hardware	2 x Stratocache Spectra NG
Heating/Cooling	Watlow 100W Heater Sunon 120mm AC Fan
Power Supply Units	2 x 60W DC Media Player Power Supply
Power Cables	2 x IEC Power Cables
Electrical Components	Isolated Ground 2 x IG Receptacles 20A Circuit Breaker
Communication Cables	4 x HDMI 2 x RS232
Certification	UL Certified



SCALE: 1/2" = 1'-0"



GRAPHIC DETAIL NOT TO SCALE

Customer:	Date:	Prepared By:	<p><small>Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.</small></p>
Location:	File Name:	Eng:	

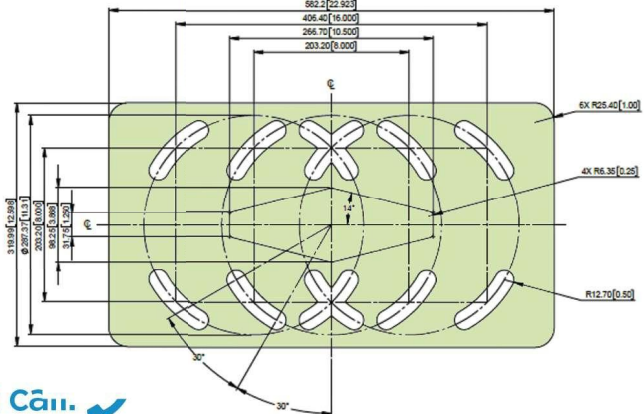
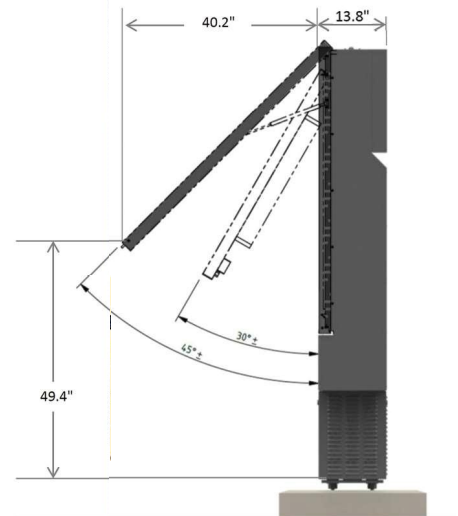
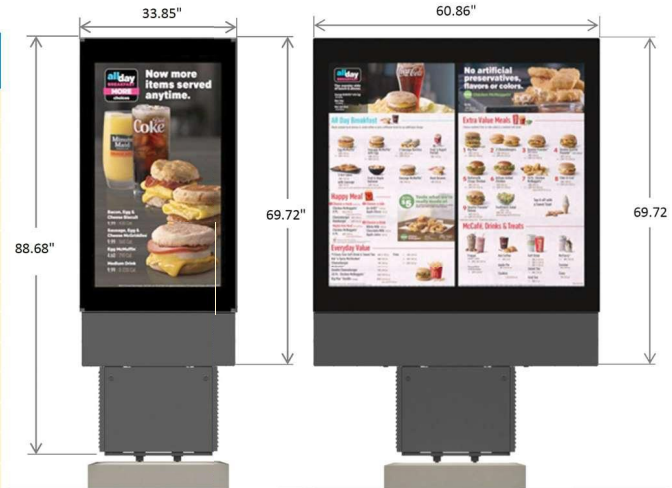
STRATACACHE

Elevate 55P Series Outdoor Digital Menu Board

The Elevate 55P Series Digital Menu Boards are designed to fully support outdoor rugged sunlight readable applications; a total solution that is 100% site-serviceable and out-of-box ready for immediate deployment. They offer affordability and best-in-class performance for your drive-thru menu board and other all weather exposed digital media applications. Best-in-class reliability with proven in-field installations exceeding 6 years of service.



	MODEL	Single Screen Presell (PN#: G1S-55-S)	Dual Screen Menu Board (PN#: G1S-55-D)	
Description	Configuration	1 x 1 Single Panel	1 x 2 Double Panel	
LCD Panel	Panel Size	1 x 55" diag	2 x 55" diag	
	Orientation	Portrait		
	Native Resolution (W x H)	1080 x 1920	2160 x 1920	
	Brightness (Typical)	3000/3500 cd/m ²		
	Contrast Ratio	1300:1		
	LCD Technology	IPS RGB+W with QLP - polarized eyewear compatible		
	Viewing Angle	178° x 178°		
	External Control	Yes - RS232C		
	Connectivity	Content	ActiVia for Media 4.0 - Select 3rd Party CMS Supported	
		Data Access	CAT 6 Standard Optional Wi-Fi / 4GLTE	
Audio	Speakers	Optional		
	Microphone	Optional		
Enclosure	Thermal Management	Direct Air Cooling System (DACs) US Patent# 8472174 B2		
	Cover Glass	Proprietary AR treated tempered safety glass (UL48 Listed)		
	Ingress Protection	IP56 - NEMA 4		
	Mount Design	Universal Base-Plate - flexible mounting options		
	Accessibility	Front access via Security Compression Latches		
Special Features	Dimensions (inches HxWxD)	88.68 x 33.85 x 13.8	88.68 x 60.86 x 13.8	
	Net Weight	600 lbs	850 lbs	
	Ambient Light Sensor	Yes - Auto Backlight Brightness Dimming (min. 300 NIT for night sky conditions)		
	Field Serviceability	All Components Fully Field Serviceable		
Power	Easy Access Module Swap	Yes - Front access door - Gas strut supported.		
	Remote Monitoring	Remote monitoring, diagnostics and control		
	Input Power	120/240V 50/60Hz		
	Consumption (Typical/Max)	320W/500W	520W/800W	
Approval	Cable Access	From bottom via sealed gland in free standing baseplate		
	Termination	Circuit breaker / Surge Suppression / EMI Filter		
Environmental	Safety	JL, cUL, UL48, TUV		
	EMC	FCC Class "A" CE Mark		
	Operating Temperature	-22°F to +122°F Under full solar exposed conditions		
	Wind Load Rating	Per Florida Building Code IBC-20122 to 180 mph		
	Operating Humidity	10% to 100% RH		



📞 For more information call. 📞

USA & Canada - +1.800.244.8915 Ext. 296
EU - +44.20.3170.5543

AUS - +61.8.8152.0455
India - +91.80.4623.0000



October 25, 2018

Freiheit Architecture
Attn: Matt Grinnell, Permit & Entitlement Coordinator
929 108th Ave NE, Suite 210
Bellevue, WA 98004

Re: McDonald's McMinnville, OR
225 NE Norton LN
McMinnville, OR
DEI Project #: 18-1351

Dear Mr. Grinnell:

Dibble Engineers, Inc. (DEI) has completed a review of the foundations for the Digital Menu Board, Digital Pre-Sell Board, Order Canopy, and Single Gateway Sign foundations proposed for installation at the McDonald's location above.

DEI calculated the wind and seismic loading for the signs based on weights and dimensions provided by Freiheit Architecture. Based on our review and calculations, the sign foundations are acceptable for installation with the dimensions, reinforcing, and sign anchorage shown on the attached redlined detail sheets DT1.1 and DT1.2. Note that the signs are proprietary designed, pre-manufactured units, and our scope did not include review of the signs themselves.

Supplemental structural calculations for the sign foundations and sign anchorage are attached with this letter.

Please contact us with any questions, and we will be happy to assist.

Sincerely,
DIBBLE ENGINEERS, INC.

TJ Hamad
Design Engineer
TJ@dibbleengineers.com

Attachments: Redlined Detail Sheets DT1.1 & DT1.2, Structural Calculations



07/30/2020



Dibble Engineers, Inc.		<i>Project No.:</i> 18-1351	<i>Sheet No.:</i>
<i>Project:</i> McDonald's McMinnville		<i>Date:</i> 11/15/2018	
<i>Subject:</i> Drive Thru Sign Footings - Summary Page		<i>By:</i> TJ	

Site Wind Properties:

V = 120 mph (ASCE 7 Figure 26.5-1A)
 Exposure = C - (ASCE 7 Section 26.7)
 K_{zt} = 1.00 - (ASCE 7 Section 26.8.2)

Site Seismic Properties:

S_{DS} = 0.731 g (USGS App.)
 S₁ = 0.478 g (USGS App.)

Site Snow Load:

S = 25 psf (ASCE 7 Figure 7-1 or Jurisdiction)

Sign Foundation Depths:

Sign (-)	Diameter (ft)	Depth		Δ (ft)	
		Assumed (ft)	Required (ft - inches)		
Digital Menu Board	2.5	5.25	5.25	5' - 3"	0.00
Digital Presell Board	2	4.61	4.61	4' - 7 1/3"	0.00
Order Canopy	3	6.36	6.36	6' - 4 1/3"	0.00
Gateway (Single)	3	4.10	4.10	4' - 1 1/5"	0.00
Total:				0.00	



Dibble Engineers, Inc.		Project No.: 18-1351	Sheet No.:
Project: McDonald's McMinnville		Date: 11/15/2018	
Subject: Non-Constrained Embedded Post Footing - Digital Menu Board		By: TJ	

Sign Properties:

Type =	Digital Menu -	(sign type)
Weight =	850 lbs	(per Freiheit Architecture)
Area =	32.76 ft ²	(per attached sign data)

Wind Loading:

I =	1.00 -	(ASCE 7 Table 1.5-2)
V =	120 mph	(ASCE 7 Figure 26.5-1A)
Exposure =	C -	(ASCE 7 Section 26.7)
K _z =	0.85 -	(ASCE 7 Table 29.3-1)
K _{zt} =	1.00 -	(ASCE 7 Section 26.8.2)
K _d =	0.85 -	(ASCE 7 Table 26.6-1, 0.85 for Solid Signs)
G =	0.85 -	(assumed per ASCE 7 Section 26.9.1)
C _f =	1.75 -	(ASCE 7 Figure 29.4-1)
q _h =	26.63 psf	(ASCE 7 Equation 29.3-1)
W =	1297.90 lb	(ASCE 7 Equation 29.4-1)
0.6W =	778.74 lb	(For ASD Load Combinations)

Seismic Loading:

S _{DS} =	0.731 g	(USGS App.)
S ₁ =	0.478 g	(USGS App.)
R =	3.0 -	(ASCE 7 Table 15.4-2, 3.0 for Signs)
I =	1.0 -	(ASCE 7 Table 1.5-2)
C _s =	0.244 -	(ASCE 7 Sections 12.8.1.1 and 15.4.1)
E =	207.12 lb	(ASCE 7 Equation 12.8-1)
0.7E =	144.98 lb	(For ASD Load Combinations)



Dibble Engineers, Inc.		Project No.: 18-1351	Sheet No.:
Project: McDonald's McMinnville		Date: 11/15/2018	
Subject: Non-Constrained Embedded Post Footing - Digital Menu Board		By: TJ	

Check Lateral:

$$d = 0.5A\{1 + [1 + (4.36h/A)]^{1/2}\}$$

IBC EQ 18-1

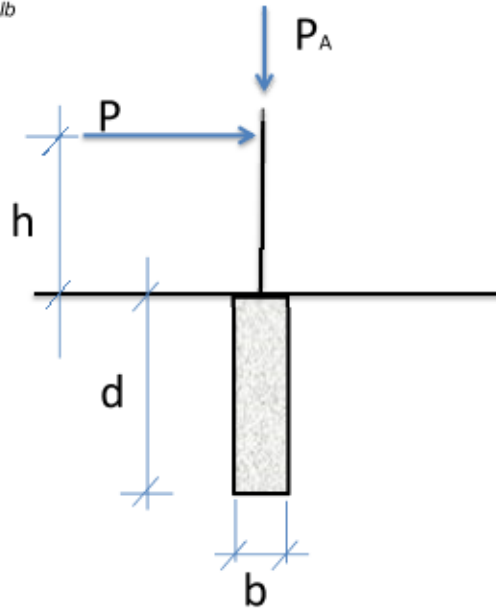
b =	2.5 ft	(post/footing diameter)
d_{assumed} =	5.25 ft	(assumed depth of embedment/footing)
h =	7.33 ft	(height of applied load above ground)
P =	778.74 lbs	(applied load per calculations above)
S =	100 psf/ft	(lateral soil bearing pressure per IBC table 1806.2)
l₂ =	2 -	(increase for poles that can deflect 1/2" per IBC 1806.3.4)
S₁ =	350.18 psf	(lateral soil bearing pressure at d/3)
A =	2.08 -	(2.34P/(S ₁ b))
d =	5.25 ft	(Required depth of embedment. Should match assumed.)

Check Bearing:

P_A =	850 lbs	(vertical load)
A =	4.91 ft ²	(bearing area)
P/A =	173 psf	< 1500 psf, OK (bearing pressure - 1500 psf allowable per IBC table 1806.2)

LRFD Attachment Forces - Sign to Footing

V =	1298 lbs
M =	9514 ft-lb

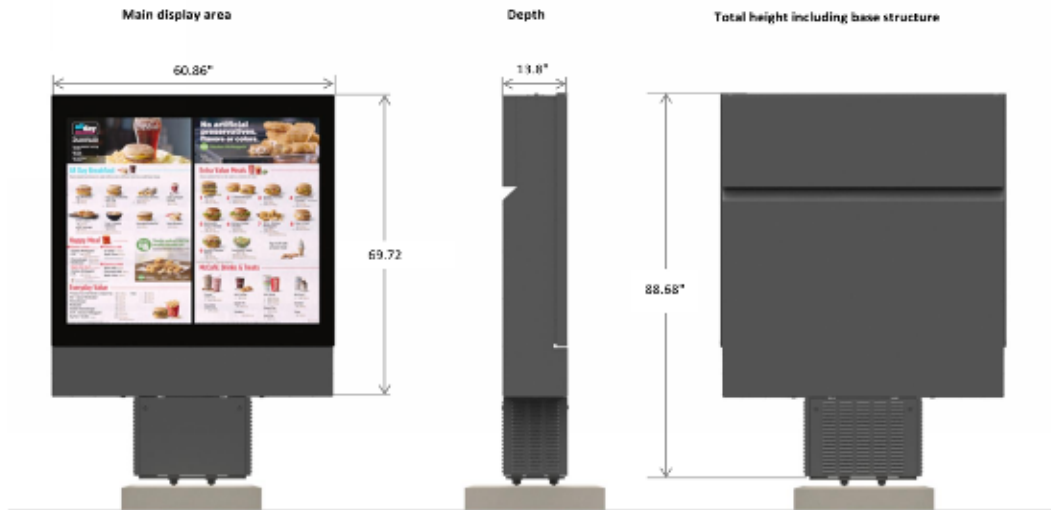




Dibble Engineers, Inc.	<i>Project No.:</i> 18-1351	<i>Sheet No.:</i>
<i>Project:</i> McDonald's McMinnville	<i>Date:</i> 11/15/2018	
<i>Subject:</i> Non-Constrained Embedded Post Footing - Digital Menu Board	<i>By:</i> TJ	

Weight and Dimensional Info per Freiheit Architecture:

Weight = 850 lbs





Dibble Engineers, Inc.		Project No.: 18-1351	Sheet No.:
Project: McDonald's McMinnville		Date: 11/15/2018	
Subject: Non-Constrained Embedded Post Footing - Digital Presell Board		By: TJ	

Sign Properties:

Type =	Digital Presell -	(sign type)
Weight =	600 lbs	(per Freiheit Architecture)
Area =	19.75 ft ²	(per attached sign data)

Wind Loading:

I =	1.00 -	(ASCE 7 Table 1.5-2)
V =	120 mph	(ASCE 7 Figure 26.5-1A)
Exposure =	C -	(ASCE 7 Section 26.7)
K _z =	0.85 -	(ASCE 7 Table 29.3-1)
K _{zt} =	1.00 -	(ASCE 7 Section 26.8.2)
K _d =	0.85 -	(ASCE 7 Table 26.6-1, 0.85 for Solid Signs)
G =	0.85 -	(assumed per ASCE 7 Section 26.9.1)
C _f =	1.65 -	(ASCE 7 Figure 29.4-1)
q _n =	26.63 psf	(ASCE 7 Equation 29.3-1)
W =	737.75 lb	(ASCE 7 Equation 29.4-1)
0.6W =	442.65 lb	(For ASD Load Combinations)

Seismic Loading:

S _{DS} =	0.731 g	(USGS App.)
S ₁ =	0.478 g	(USGS App.)
R =	3.0 -	(ASCE 7 Table 15.4-2, 3.0 for Signs)
I =	1.0 -	(ASCE 7 Table 1.5-2)
C _s =	0.244 -	(ASCE 7 Sections 12.8.1.1 and 15.4.1)
E =	146.20 lb	(ASCE 7 Equation 12.8-1)
0.7E =	102.34 lb	(For ASD Load Combinations)



Dibble Engineers, Inc.		Project No.: 18-1351	Sheet No.:
Project: McDonald's McMinnville		Date: 11/15/2018	
Subject: Non-Constrained Embedded Post Footing - Digital Presell Board		By: TJ	

Check Lateral:

$$d = 0.5A\{1 + [1 + (4.36h/A)]^{1/2}\}$$

IBC EQ 18-1

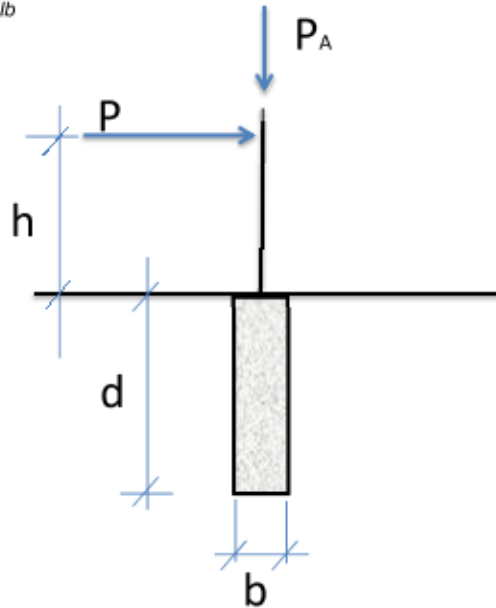
b =	2 ft	(post/footing diameter)
d_{assumed} =	4.61 ft	(assumed depth of embedment/footing)
h =	7.33 ft	(height of applied load above ground)
P =	442.65 lbs	(applied load per calculations above)
S =	100 psf/ft	(lateral soil bearing pressure per IBC table 1806.2)
l₂ =	2 -	(increase for poles that can deflect 1/2" per IBC 1806.3.4)
S₁ =	307.21 psf	(lateral soil bearing pressure at d/3)
A =	1.69 -	(2.34P/(S , b))
d =	4.61 ft	(Required depth of embedment. Should match assumed.)

Check Bearing:

P_A =	600 lbs	(vertical load)
A =	3.14 ft ²	(bearing area)
P/A =	191 psf	< 1500 psf, OK (bearing pressure - 1500 psf allowable per IBC table 1806.2)

LRFD Attachment Forces - Sign to Footing

V =	738 lbs
M =	5408 ft-lb

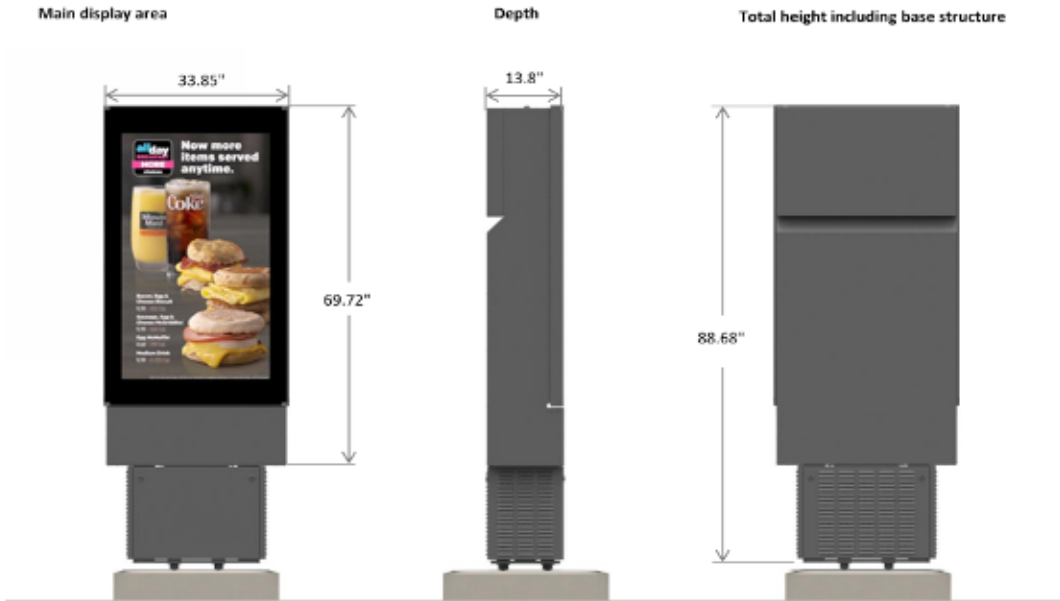


Weight and Dimensional Info per Freiheit Architecture:



Dibble Engineers, Inc.	<i>Project No.:</i> 18-1351	<i>Sheet No.:</i>
<i>Project:</i> McDonald's McMinnville	<i>Date:</i> 11/15/2018	
<i>Subject:</i> Non-Constrained Embedded Post Footing - Digital Presell Board	<i>By:</i> TJ	

Weight = 600 lbs





Dibble Engineers, Inc.		Project No.: 18-1351	Sheet No.:
Project: McDonald's McMinnville		Date: 11/15/2018	
Subject: Non-Constrained Embedded Post Footing - Order Canopy		By: TJ	

Sign Properties:

Type =	Order Canopy -	(sign type)
Weight =	850 lbs	(per Freiheit Architecture)
Area =	20 ft ²	(per attached sign data)
Roof Area =	36 ft ²	(per attached sign data)

Horizontal Wind Loading:

I =	1.00 -	(ASCE 7 Table 1.5-2)
V =	120 mph	(ASCE 7 Figure 26.5-1A)
Exposure =	C -	(ASCE 7 Section 26.7)
K _z =	0.85 -	(ASCE 7 Table 29.3-1)
K _{zt} =	1.00 -	(ASCE 7 Section 26.8.2)
K _d =	0.85 -	(ASCE 7 Table 26.6-1, 0.85 for Solid Signs)
G =	0.85 -	(assumed per ASCE 7 Section 26.9.1)
C _f =	1.85 -	(ASCE 7 Figure 29.4-1)
q _h =	26.63 psf	(ASCE 7 Equation 29.3-1)
W_H =	837.65 lb	(ASCE 7 Equation 29.4-1)

Vertical Wind Loading:

C _N =	1.90 -	(ASCE 7 Figure 27.4-4)
p =	43.01 psf	(ASCE 7 Equation 27.4-3)
W_V =	1548.51 lb	(vertical wind Load)
L =	4.50 ft	(canopy roof moment arm)
h =	7.79 ft	(height of applied wind/seismic load)
W_{veq} =	894.52 lb	(equivalent horizontal wind load)
0.6W_{H+Veq} =	1039.30 lb	(total equivalent horizontal wind load)

Seismic Loading:

S _{DS} =	0.731 g	(USGS App.)
S ₁ =	0.478 g	(USGS App.)
R =	3.0 -	(ASCE 7 Table 15.4-2, 3.0 for Signs)
I =	1.0 -	(ASCE 7 Table 1.5-2)
C _s =	0.244 -	(ASCE 7 Sections 12.8.1.1 and 15.4.1)
E =	207.12 lb	(ASCE 7 Equation 12.8-1)
0.7E =	144.98 lb	(For ASD Load Combinations)

Gravity Loading:

D =	15 psf	(dead load)
S =	25 psf	(snow load)
L =	4.5 ft	(canopy roof moment arm)
h =	7.79 ft	(height of applied wind/seismic load)
P_D =	312 lbs	(equivalent horizontal dead load)
P_S =	520 lbs	(equivalent horizontal snow load)



Dibble Engineers, Inc.		Project No.: 18-1351	Sheet No.:
Project: McDonald's McMinnville		Date: 11/15/2018	
Subject: Non-Constrained Embedded Post Footing - Order Canopy		By: TJ	

Load Combinations: (Equivalent Horizontal Force)

$P_3 =$	832 lbs	(D + S)
$P_5 =$	1351 lbs	(D + [0.6w or 0.7E])
$P_6 =$	1481 lbs	(D + 0.75S + 0.75[0.6W or 0.7E])
P =	1481 lbs	(worst-case equivalent horizontal force)

Check Lateral:

$$d = 0.5A\{1 + [1 + (4.36h/A)]^{1/2}\}$$

IBC EQ 18-1

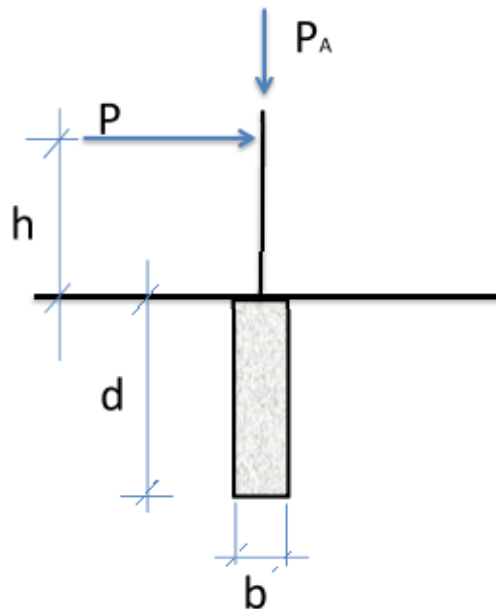
b =	3 ft	(post/footing diameter)
d_{assumed} =	6.36 ft	(assumed depth of embedment/footing)
h =	7.79 ft	(height of applied load above ground)
P =	1481.34 lbs	(equivalent lateral load per calculations above)
S =	100 psf/ft	(lateral soil bearing pressure per IBC table 1806.2)
I₂ =	2 -	(increase for poles that can deflect 1/2" per IBC 1806.3.4)
S₁ =	424.07 psf	(lateral soil bearing pressure at d/3)
A =	2.72 -	(2.34P/(S ₁ b))
d =	6.36 ft	(Required depth of embedment. Should match assumed.)

Check Bearing:

P_A =	1750 lbs	(vertical load = Weight + Snow)
A =	7.07 ft ²	(bearing area)
P/A =	248 psf	< 1500 psf, OK (bearing pressure - 1500 psf allowable per IBC table 1806.2)

LRFD Attachment Forces - Sign to Footing

V =	838 lbs	(maximum of 1.0W and 1.0E)
M₁ =	3402 lb-ft	(1.4D)
M₂ =	16143 lb-ft	(1.2D + 1.6S + 0.5W)
M₃ =	18435 lb-ft	(1.2D + 1.0W + 0.5S)
M₄ =	5339 lb-ft	(1.2D + 1.0E + 0.2S)
M =	18435 lb-ft	(worst-case moment)

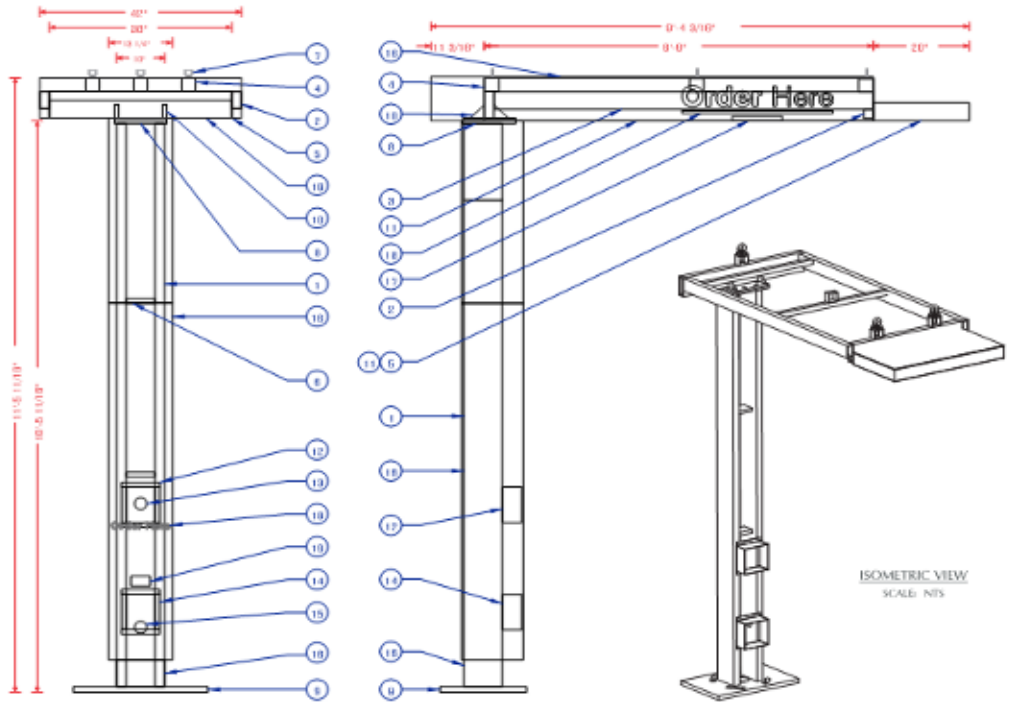




Dibble Engineers, Inc.	Project No.: 18-1351	Sheet No.:
Project: McDonald's McMinnville	Date: 11/15/2018	
Subject: Non-Constrained Embedded Post Footing - Order Canopy	By: TJ	

Weight and Dimensional Info per Freiheit Architecture:

Weight = 850 lbs





Dibble Engineers, Inc.		Project No.: 18-1351	Sheet No.:
Project: McDonald's McMinnville		Date: 11/15/2018	
Subject: Non-Constrained Embedded Post Footing - Gateway Sign (Single)		By: TJ	

Sign Properties:

Type =	Gateway (Single) -	(sign type)
Weight =	450 lbs	(per Freiheit Architecture)
Area =	20 ft ²	(per attached sign data)

Wind Loading:

I =	1.00 -	(ASCE 7 Table 1.5-2)
V =	120 mph	(ASCE 7 Figure 26.5-1A)
Exposure =	C -	(ASCE 7 Section 26.7)
K _z =	0.85 -	(ASCE 7 Table 29.3-1)
K _{zt} =	1.00 -	(ASCE 7 Section 26.8.2)
K _d =	0.85 -	(ASCE 7 Table 26.6-1, 0.85 for Solid Signs)
G =	0.85 -	(assumed per ASCE 7 Section 26.9.1)
C _f =	1.9 -	(ASCE 7 Figure 29.4-1)
q _n =	26.63 psf	(ASCE 7 Equation 29.3-1)
W =	860.29 lb	(ASCE 7 Equation 29.4-1)
0.6W =	516.17 lb	(For ASD Load Combinations)

Seismic Loading:

S _{DS} =	0.731 g	(USGS App.)
S ₁ =	0.478 g	(USGS App.)
R =	3.0 -	(ASCE 7 Table 15.4-2, 3.0 for Signs)
I =	1.0 -	(ASCE 7 Table 1.5-2)
C _s =	0.244 -	(ASCE 7 Sections 12.8.1.1 and 15.4.1)
E =	109.65 lb	(ASCE 7 Equation 12.8-1)
0.7E =	76.76 lb	(For ASD Load Combinations)



Dibble Engineers, Inc.		Project No.: 18-1351	Sheet No.:
Project: McDonald's McMinnville		Date: 11/15/2018	
Subject: Non-Constrained Embedded Post Footing - Gateway Sign (Single)		By: TJ	

Check Lateral:

$$d = 0.5A\{1 + [1 + (4.36h/A)]^{1/2}\}$$

IBC EQ 18-1

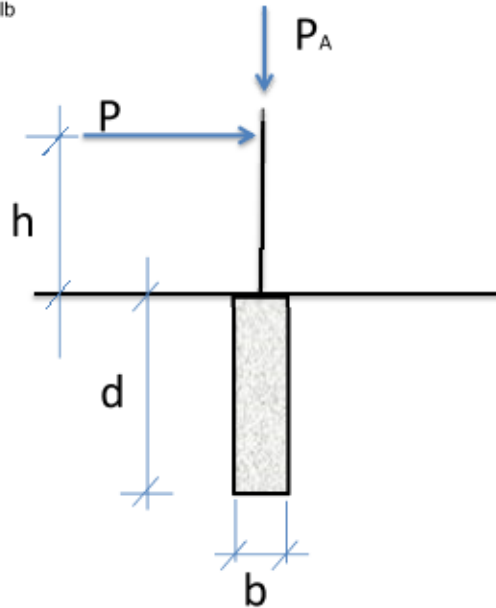
b =	3 ft	(post/footing diameter)
d_{assumed} =	4.10 ft	(assumed depth of embedment/footing)
h =	6.7 ft	(height of applied load above ground)
P =	516.17 lbs	(applied load per calculations above)
S =	100 psf/ft	(lateral soil bearing pressure per IBC table 1806.2)
l₂ =	2 -	(increase for poles that can deflect 1/2" per IBC 1806.3.4)
S₁ =	273.24 psf	(lateral soil bearing pressure at d/3)
A =	1.47 -	(2.34P/(S ₁ b))
d =	4.10 ft	(Required depth of embedment. Should match assumed.)

Check Bearing:

P_A =	450 lbs	(vertical load)
A =	7.07 ft ²	(bearing area)
P/A =	64 psf	< 1500 psf, OK (bearing pressure - 1500 psf allowable per IBC table 1806.2)

LRFD Attachment Forces - Sign to Footing

V =	860 lbs
M =	5764 ft-lb

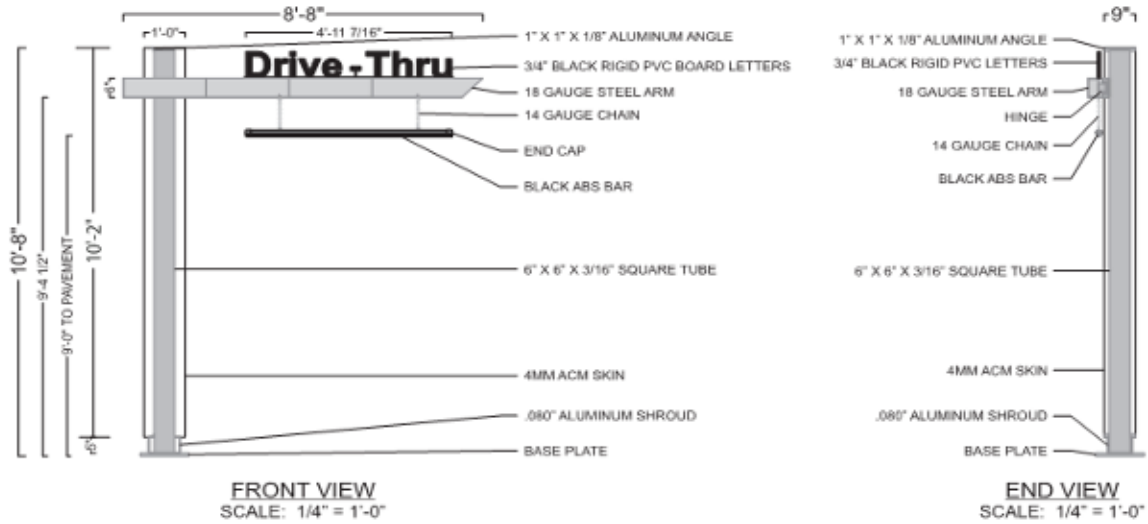


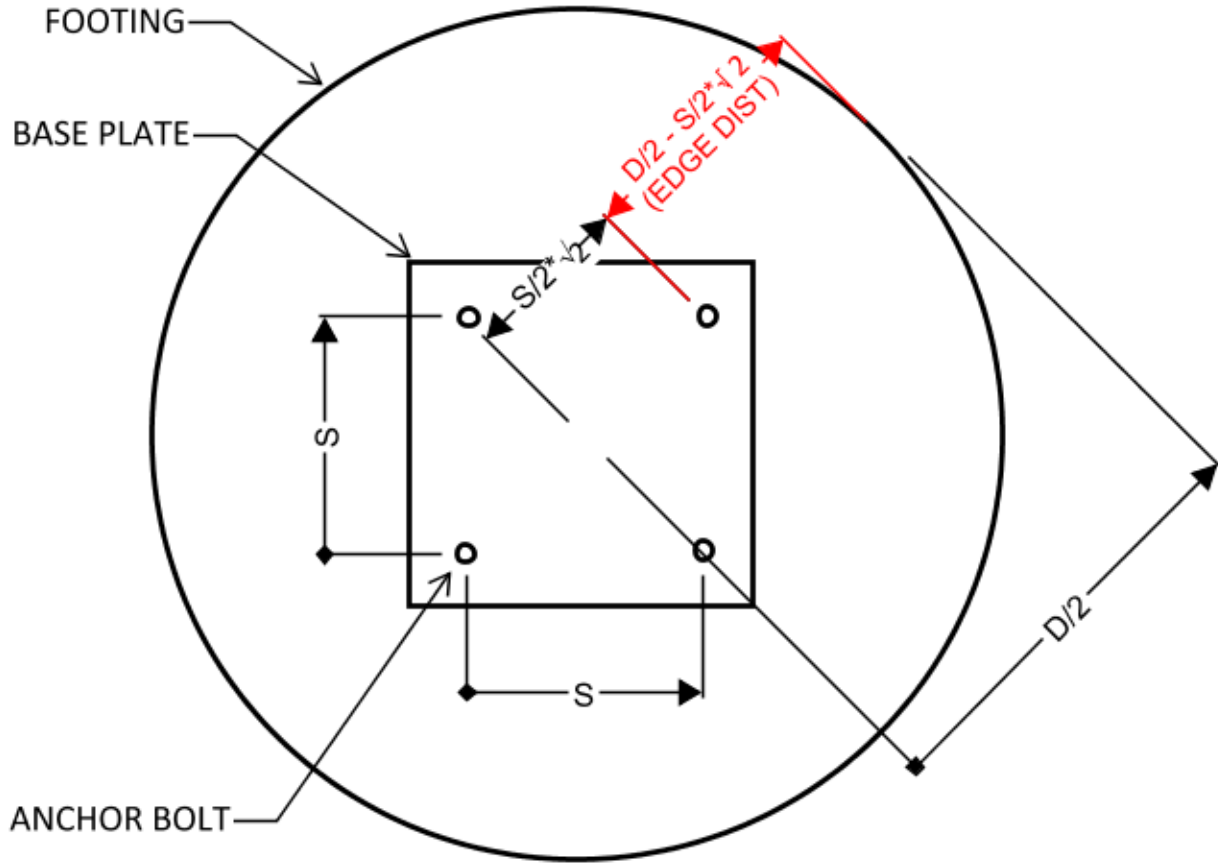
Weight and Dimensional Info per Freiheit Architecture:



Dibble Engineers, Inc.		<i>Project No.:</i> 18-1351	<i>Sheet No.:</i>
<i>Project:</i> McDonald's McMinnville		<i>Date:</i> 11/15/2018	
<i>Subject:</i> Non-Constrained Embedded Post Footing - Gateway Sign (Single)		<i>By:</i> TJ	

Weight = 450 lbs





Footing Diameter	Bolt Spacing	Edge Distance
D (in)	S (in)	E (in)
24	8	6.34
30	8	9.34
36	10	10.93
36	11	10.22



Company:	Dibble Engineers	Date:	8/16/2017
Engineer:		Page:	1/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

1. Project information

Customer company: Freiheit Architecture
Customer contact name:
Customer e-mail:
Comment:

Project description: Digital Menu Board
Location:
Fastening description:

2. Input Data & Anchor Parameters

General

Design method: ACI 318-14
Units: Imperial units

Anchor Information:

Anchor type: Cast-in-place
Material: F1554 Grade 36
Diameter (inch): 0.750
Effective Embedment depth, h_{ef} (inch): 24.000
Anchor category: -
Anchor ductility: Yes
 h_{min} (inch): 25.50
 C_{min} (inch): 4.50
 S_{min} (inch): 4.50

Base Material

Concrete: Normal-weight
Concrete thickness, h (inch): 50.00
State: Cracked
Compressive strength, f_c (psi): 3000
 $\Psi_{e,v}$: 1.0
Reinforcement condition: B tension, B shear
Supplemental reinforcement: Not applicable
Reinforcement provided at corners: No
Ignore concrete breakout in tension: No
Ignore concrete breakout in shear: No
Ignore 6do requirement: No
Build-up grout pad: No

Base Plate

Length x Width x Thickness (inch): 12.00 x 12.00 x 0.50

Recommended Anchor

Anchor Name: Heavy Hex Bolt - 3/4"Ø Heavy Hex Bolt, F1554 Gr. 36





Company:	Dibble Engineers	Date:	8/16/2017
Engineer:		Page:	2/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

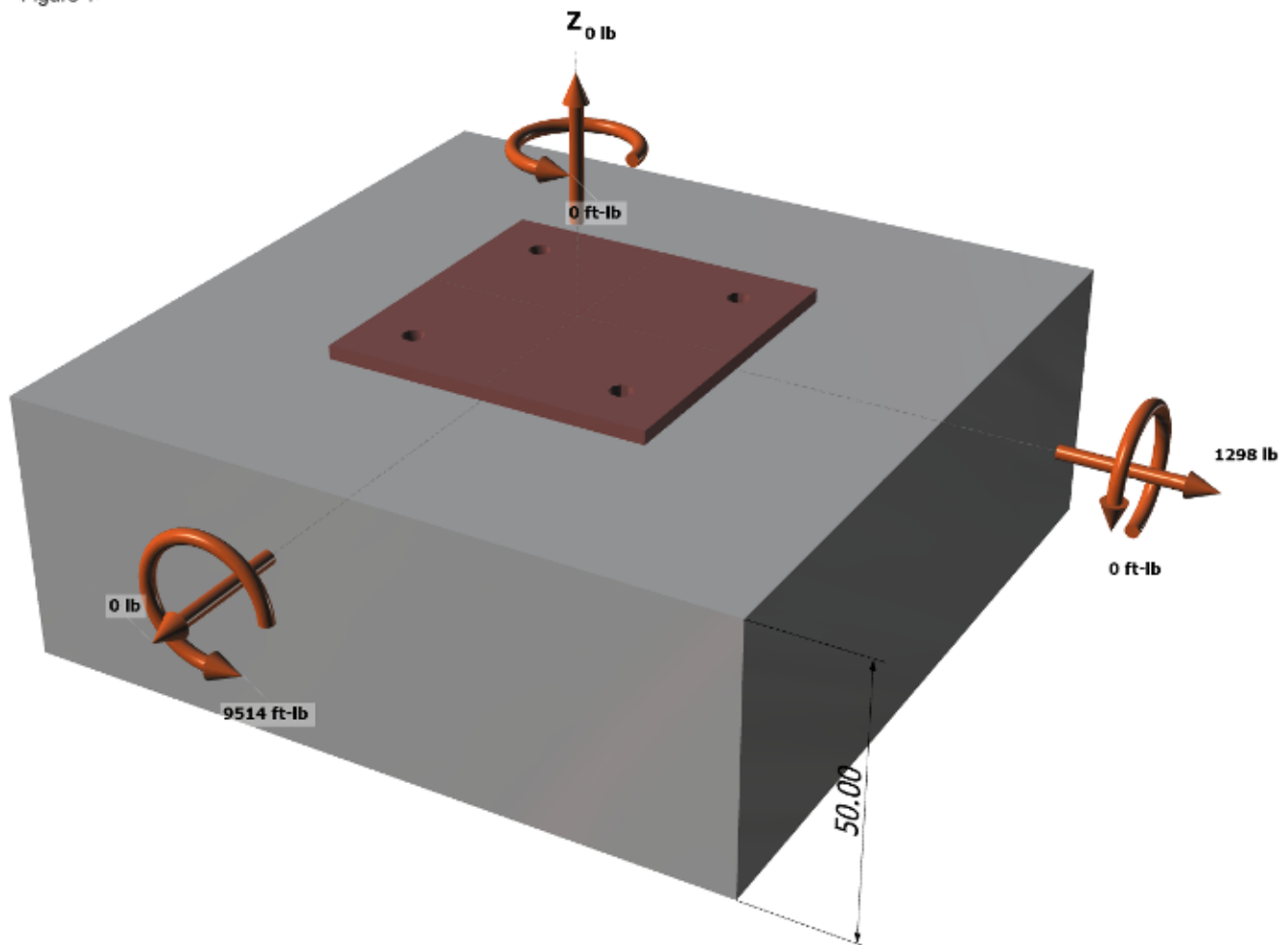
Load and Geometry

Load factor source: ACI 318 Section 5.3
Load combination: not set
Seismic design: Yes
Anchors subjected to sustained tension: Not applicable
Ductility section for tension: 17.2.3.4.3 (d) is satisfied
Ductility section for shear: 17.2.3.5.3 (c) is satisfied
 Ω_0 factor: not set
Apply entire shear load at front row: No
Anchors only resisting wind and/or seismic loads: No

Strength level loads:

N_{ua} [lb]: 0
 V_{ux} [lb]: 0
 V_{uy} [lb]: 1298
 M_{ux} [ft-lb]: 9514
 M_{uy} [ft-lb]: 0
 M_{uz} [ft-lb]: 0

<Figure 1>

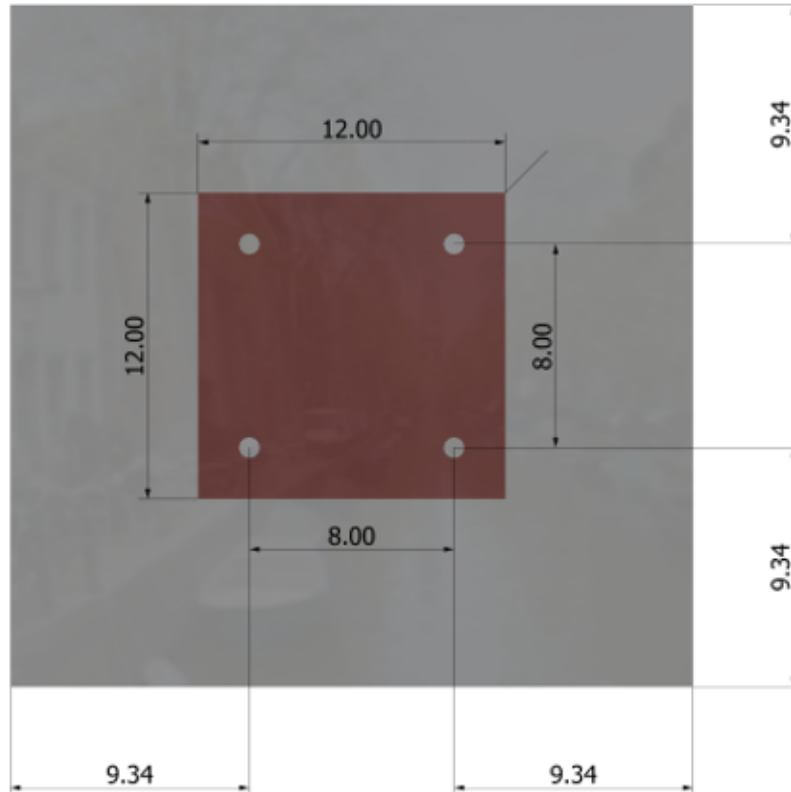


Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.



Company:	Dibble Engineers	Date:	8/16/2017
Engineer:		Page:	3/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

<Figure 2>





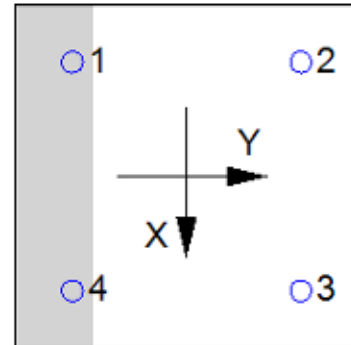
Company:	Dibble Engineers	Date:	8/16/2017
Engineer:		Page:	4/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

3. Resulting Anchor Forces

Anchor	Tension load, N_{ua} (lb)	Shear load x, V_{uax} (lb)	Shear load y, V_{uay} (lb)	Shear load combined, $\sqrt{(V_{uax})^2 + (V_{uay})^2}$ (lb)
1	0.0	0.0	324.5	324.5
2	6281.7	0.0	324.5	324.5
3	6281.7	0.0	324.5	324.5
4	0.0	0.0	324.5	324.5
Sum	12563.5	0.0	1298.0	1298.0

Maximum concrete compression strain (%): 0.18
 Maximum concrete compression stress (psi): 764
 Resultant tension force (lb): 12563
 Resultant compression force (lb): 12563
 Eccentricity of resultant tension forces in x-axis, e'_{Nx} (inch): 0.00
 Eccentricity of resultant tension forces in y-axis, e'_{Ny} (inch): 0.00
 Eccentricity of resultant shear forces in x-axis, e'_{Vx} (inch): 0.00
 Eccentricity of resultant shear forces in y-axis, e'_{Vy} (inch): 0.00

<Figure 3>



4. Steel Strength of Anchor in Tension (Sec. 17.4.1)

N_{sa} (lb)	ϕ	ϕN_{sa} (lb)
19370	0.75	14528

5. Concrete Breakout Strength of Anchor in Tension (Sec. 17.4.2)

$$N_b = 16 \lambda_a \sqrt{f_c} h_{ef}^{1.5} \quad (\text{Eq. 17.4.2.2b})$$

λ_a	f_c (psi)	h_{ef} (in)	N_b (lb)
1.00	3000	11.560	51794

$$0.75 \phi N_{cbg} = 0.75 \phi (A_{Nc} / A_{Nco}) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \quad (\text{Sec. 17.3.1 \& Eq. 17.4.2.1b})$$

A_{Nc} (in ²)	A_{Nco} (in ²)	$c_{a,min}$ (in)	$\psi_{ec,N}$	$\psi_{ed,N}$	$\psi_{c,N}$	$\psi_{cp,N}$	N_b (lb)	ϕ	$0.75 \phi N_{cbg}$ (lb)
711.82	1202.70	9.34	1.000	0.862	1.00	1.000	51794	0.70	13866

6. Pullout Strength of Anchor in Tension (Sec. 17.4.3)

$$0.75 \phi N_{pn} = 0.75 \phi \psi_{c,P} P N_p = 0.75 \phi \psi_{c,P} 8 A_{brg} f_c \quad (\text{Sec. 17.3.1, Eq. 17.4.3.1 \& 17.4.3.4})$$

$\psi_{c,P}$	A_{brg} (in ²)	f_c (psi)	ϕ	$0.75 \phi N_{pn}$ (lb)
1.0	0.91	3000	0.70	11479



Company:	Dibble Engineers	Date:	8/16/2017
Engineer:		Page:	5/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

7. Side-Face Blowout Strength of Anchor in Tension (Sec. 17.4.4)

$$0.75\phi N_{sb} = 0.75\phi \left\{ (1+C_{a2}/C_{a1})/4 \right\} (1+s/6C_{a1}) N_{sb} = 0.75\phi \left\{ (1+C_{a2}/C_{a1})/4 \right\} (1+s/6C_{a1}) (160C_{a1} \lambda A_{brg}) \lambda \sqrt{f_c} \quad (\text{Sec. 17.3.1, Eq. 17.4.4.1 \& 17.4.4.2})$$

s (in)	C _{a1} (in)	C _{a2} (in)	A _{brg} (in ²)	λ _a	f _c (psi)	φ	0.75φN _{sb} (lb)
8.00	9.34	9.34	0.91	1.00	3000	0.70	23435

8. Steel Strength of Anchor in Shear (Sec. 17.5.1)

V _{sa} (lb)	φ _{grout}	φ	φ _{grout} φV _{sa} (lb)
11625	1.0	0.65	7556

9. Concrete Breakout Strength of Anchor in Shear (Sec. 17.5.2)

Shear perpendicular to edge in y-direction:

$$V_{by} = \min[7(l_e/d_a)^{0.2} \lambda_a \sqrt{f_c} C_{a1}^{1.5}; 9\lambda_a \sqrt{f_c} C_{a1}^{1.5}] \quad (\text{Eq. 17.5.2.2a \& Eq. 17.5.2.2b})$$

l _e (in)	d _a (in)	λ _a	f _c (psi)	C _{a1} (in)	V _{by} (lb)
6.00	0.750	1.00	3000	17.34	35594

$$\phi V_{cbgy} = \phi (A_{vc}/A_{vco}) \psi_{ec,v} \psi_{ed,v} \psi_{c,v} \psi_{h,v} V_{by} \quad (\text{Sec. 17.3.1 \& Eq. 17.5.2.1b})$$

A _{vc} (in ²)	A _{vco} (in ²)	ψ _{ec,v}	ψ _{ed,v}	ψ _{c,v}	ψ _{h,v}	V _{by} (lb)	φ	φV _{cbgy} (lb)
693.95	1353.04	1.000	0.808	1.000	1.000	35594	0.70	10322

Shear parallel to edge in y-direction:

$$V_{bx} = \min[7(l_e/d_a)^{0.2} \lambda_a \sqrt{f_c} C_{a1}^{1.5}; 9\lambda_a \sqrt{f_c} C_{a1}^{1.5}] \quad (\text{Eq. 17.5.2.2a \& Eq. 17.5.2.2b})$$

l _e (in)	d _a (in)	λ _a	f _c (psi)	C _{a1} (in)	V _{bx} (lb)
6.00	0.750	1.00	3000	9.34	14071

$$\phi V_{cbgx} = \phi (2)(A_{vc}/A_{vco}) \psi_{ec,v} \psi_{ed,v} \psi_{c,v} \psi_{h,v} V_{bx} \quad (\text{Sec. 17.3.1, 17.5.2.1(c) \& Eq. 17.5.2.1b})$$

A _{vc} (in ²)	A _{vco} (in ²)	ψ _{ec,v}	ψ _{ed,v}	ψ _{c,v}	ψ _{h,v}	V _{bx} (lb)	φ	φV _{cbgx} (lb)
373.79	392.56	1.000	1.000	1.000	1.000	14071	0.70	18757

10. Concrete Pryout Strength of Anchor in Shear (Sec. 17.5.3)

$$\phi V_{cpg} = \phi K_{cp} N_{cbg} = \phi K_{cp} (A_{Nc}/A_{Nco}) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \quad (\text{Sec. 17.3.1 \& Eq. 17.5.3.1b})$$

K _{cp}	A _{Nc} (in ²)	A _{Nco} (in ²)	ψ _{ec,N}	ψ _{ed,N}	ψ _{c,N}	ψ _{cp,N}	N _b (lb)	φ	φV _{cpg} (lb)
2.0	711.82	348.94	1.000	1.000	1.000	1.000	18469	0.70	52746

11. Results

Interaction of Tensile and Shear Forces (Sec. 17.6)

Tension	Factored Load, N _{ua} (lb)	Design Strength, φN _n (lb)	Ratio	Status
Steel	6282	14528	0.43	Pass
Concrete breakout	12563	13866	0.91	Pass (Governs)
Pullout	6282	11479	0.55	Pass
Side-face blowout	12563	23435	0.54	Pass
Shear	Factored Load, V _{ua} (lb)	Design Strength, φV _n (lb)	Ratio	Status
Steel	325	7556	0.04	Pass
T Concrete breakout y+	1298	10322	0.13	Pass (Governs)
 Concrete breakout x-	649	18757	0.03	Pass (Governs)

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.



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Company:	Dibble Engineers	Date:	8/16/2017
Engineer:		Page:	6/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

Pryout	1298	52746	0.02	Pass	
Interaction check	$N_{ua}/\phi N_n$	$V_{ua}/\phi V_n$	Combined Ratio	Permissible	Status
Sec. 17.6..1	0.91	0.00	90.6%	1.0	Pass

3/4"Ø Heavy Hex Bolt, F1554 Gr. 36 with hef = 24.000 inch meets the selected design criteria.

12. Warnings

- Per designer input, ductility requirements for tension have been determined to be satisfied – designer to verify.
- Per designer input, ductility requirements for shear have been determined to be satisfied – designer to verify.
- Designer must exercise own judgement to determine if this design is suitable.



Company:	Dibble Engineers, Inc.	Date:	7/31/2018
Engineer:		Page:	1/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

1. Project information

Customer company: Freiheit Architecture
Customer contact name:
Customer e-mail:
Comment:

Project description: Digital PreSell Board
Location:
Fastening description:

2. Input Data & Anchor Parameters

General

Design method: ACI 318-14
Units: Imperial units

Anchor Information:

Anchor type: Cast-in-place
Material: F1554 Grade 36
Diameter (inch): 0.750
Effective Embedment depth, h_{ef} (inch): 24.000
Anchor category: -
Anchor ductility: Yes
 h_{min} (inch): 25.50
 C_{min} (inch): 4.50
 S_{min} (inch): 4.50

Base Material

Concrete: Normal-weight
Concrete thickness, h (inch): 36.00
State: Cracked
Compressive strength, f_c (psi): 3000
 $\Psi_{e,v}$: 1.0
Reinforcement condition: B tension, B shear
Supplemental reinforcement: Not applicable
Reinforcement provided at corners: No
Ignore concrete breakout in tension: No
Ignore concrete breakout in shear: No
Ignore 6do requirement: No
Build-up grout pad: No

Base Plate

Length x Width x Thickness (inch): 12.00 x 12.00 x 0.50

Recommended Anchor

Anchor Name: Heavy Hex Bolt - 3/4"Ø Heavy Hex Bolt, F1554 Gr. 36





Company:	Dibble Engineers, Inc.	Date:	7/31/2018
Engineer:		Page:	2/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

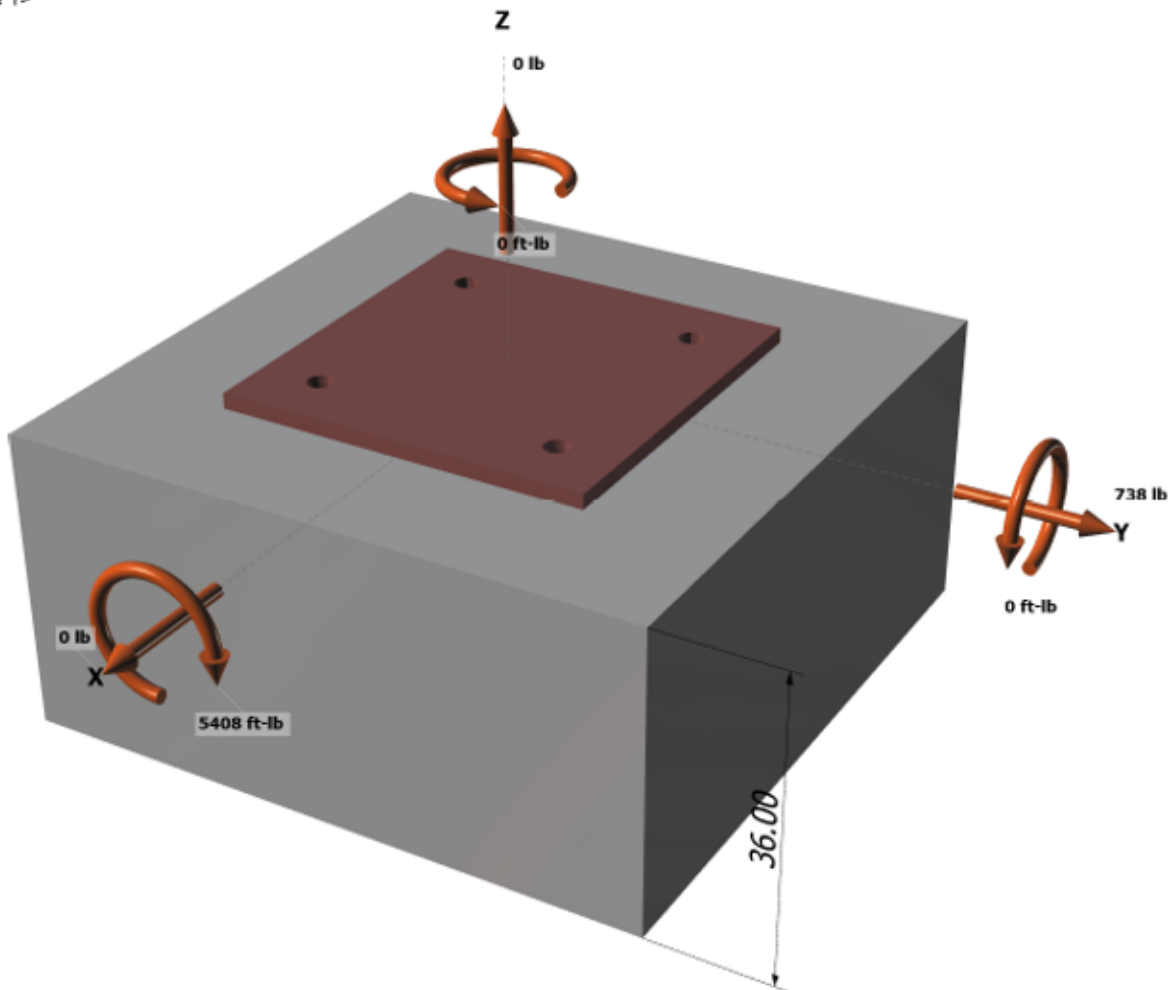
Load and Geometry

Load factor source: ACI 318 Section 5.3
Load combination: not set
Seismic design: Yes
Anchors subjected to sustained tension: Not applicable
Ductility section for tension: 17.2.3.4.3 (d) is satisfied
Ductility section for shear: 17.2.3.5.3 (c) is satisfied
 Ω_0 factor: not set
Apply entire shear load at front row: No
Anchors only resisting wind and/or seismic loads: Yes

Strength level loads:

N_{ua} [lb]: 0
 V_{ux} [lb]: 0
 V_{uy} [lb]: 738
 M_{ux} [ft-lb]: -5408
 M_{uy} [ft-lb]: 0
 M_{uz} [ft-lb]: 0

<Figure 1>

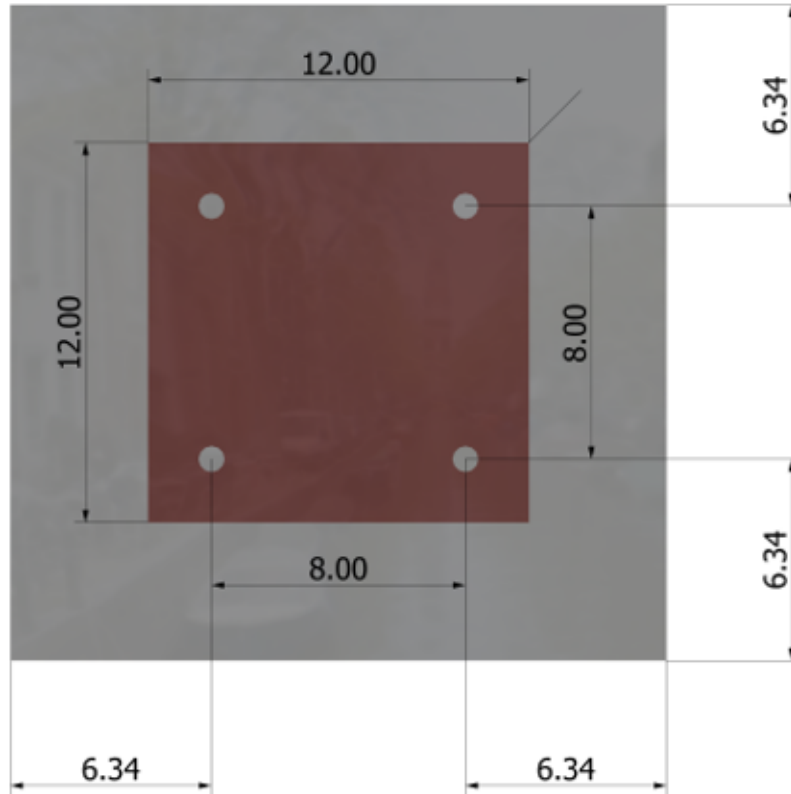


Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.



Company:	Dibble Engineers, Inc.	Date:	7/31/2018
Engineer:		Page:	3/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

<Figure 2>





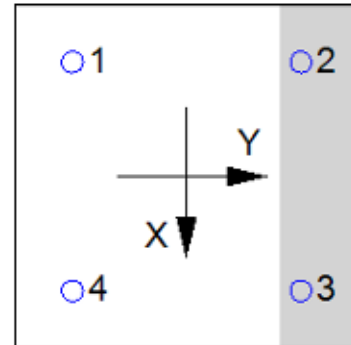
Company:	Dibble Engineers, Inc.	Date:	7/31/2018
Engineer:		Page:	4/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

3. Resulting Anchor Forces

Anchor	Tension load, N_{ua} (lb)	Shear load x, V_{ux} (lb)	Shear load y, V_{uy} (lb)	Shear load combined, $\sqrt{(V_{ux})^2 + (V_{uy})^2}$ (lb)
1	3571.2	0.0	184.5	184.5
2	0.0	0.0	184.5	184.5
3	0.0	0.0	184.5	184.5
4	3571.2	0.0	184.5	184.5
Sum	7142.3	0.0	738.0	738.0

Maximum concrete compression strain (%): 0.10
 Maximum concrete compression stress (psi): 434
 Resultant tension force (lb): 7142
 Resultant compression force (lb): 7142
 Eccentricity of resultant tension forces in x-axis, e'_{Nx} (inch): 0.00
 Eccentricity of resultant tension forces in y-axis, e'_{Ny} (inch): 0.00
 Eccentricity of resultant shear forces in x-axis, e'_{Vx} (inch): 0.00
 Eccentricity of resultant shear forces in y-axis, e'_{Vy} (inch): 0.00

<Figure 3>



4. Steel Strength of Anchor in Tension (Sec. 17.4.1)

N_{sa} (lb)	ϕ	ϕN_{sa} (lb)
19370	0.75	14528

5. Concrete Breakout Strength of Anchor in Tension (Sec. 17.4.2)

$N_b = 16\lambda_a^2 f_c h_{ef}^3$ (Eq. 17.4.2.2b)

λ_a	f_c (psi)	h_{ef} (in)	N_b (lb)
1.00	3000	9.560	37738

$0.75\phi N_{cbg} = 0.75\phi (A_{Nc} / A_{Nco}) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b$ (Sec. 17.3.1 & Eq. 17.4.2.1b)

A_{Nc} (in ²)	A_{Nco} (in ²)	$c_{a,min}$ (in)	$\psi_{ec,N}$	$\psi_{ed,N}$	$\psi_{c,N}$	$\psi_{cp,N}$	N_b (lb)	ϕ	$0.75\phi N_{cbg}$ (lb)
427.66	822.54	6.34	1.000	0.833	1.00	1.000	37738	0.70	8577

6. Pullout Strength of Anchor in Tension (Sec. 17.4.3)

$0.75\phi N_{pn} = 0.75\phi \psi_{c,P} N_p = 0.75\phi \psi_{c,P} 8A_{brg} f_c$ (Sec. 17.3.1, Eq. 17.4.3.1 & 17.4.3.4)

$\psi_{c,P}$	A_{brg} (in ²)	f_c (psi)	ϕ	$0.75\phi N_{pn}$ (lb)
1.0	0.91	3000	0.70	11479



Company:	Dibble Engineers, Inc.	Date:	7/31/2018
Engineer:		Page:	5/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

7. Side-Face Blowout Strength of Anchor in Tension (Sec. 17.4.4)

$$0.75\phi N_{sb} = 0.75\phi \left\{ (1+C_{a2}/C_{a1})/4 \right\} (1+s/6C_{a1}) N_{sb} = 0.75\phi \left\{ (1+C_{a2}/C_{a1})/4 \right\} (1+s/6C_{a1}) (160C_{a1} \lambda A_{brg}) \lambda \sqrt{f_c} \quad (\text{Sec. 17.3.1, Eq. 17.4.4.1 \& 17.4.4.2})$$

s (in)	C _{a1} (in)	C _{a2} (in)	A _{brg} (in ²)	λ _a	f _c (psi)	φ	0.75φN _{sb} (lb)
8.00	6.34	6.34	0.91	1.00	3000	0.70	16848

8. Steel Strength of Anchor in Shear (Sec. 17.5.1)

V _{sa} (lb)	φ _{grout}	φ	φ _{grout} φV _{sa} (lb)
11625	1.0	0.65	7556

9. Concrete Breakout Strength of Anchor in Shear (Sec. 17.5.2)

Shear perpendicular to edge in y-direction:

$$V_{by} = \min[7(l_e/d_a)^{0.2} \lambda_a \sqrt{f_c} C_{a1}^{1.5}; 9\lambda_a \sqrt{f_c} C_{a1}^{1.5}] \quad (\text{Eq. 17.5.2.2a \& Eq. 17.5.2.2b})$$

l _e (in)	d _a (in)	λ _a	f _c (psi)	C _{a1} (in)	V _{by} (lb)
6.00	0.750	1.00	3000	14.34	26769

$$\phi V_{cbgy} = \phi (A_{vc}/A_{vco}) \Psi_{ec,v} \Psi_{ed,v} \Psi_{c,v} \Psi_{h,v} V_{by} \quad (\text{Sec. 17.3.1 \& Eq. 17.5.2.1b})$$

A _{vc} (in ²)	A _{vco} (in ²)	Ψ _{ec,v}	Ψ _{ed,v}	Ψ _{c,v}	Ψ _{h,v}	V _{by} (lb)	φ	φV _{cbgy} (lb)
444.83	925.36	1.000	0.788	1.000	1.000	26769	0.70	7102

Shear parallel to edge in y-direction:

$$V_{bx} = \min[7(l_e/d_a)^{0.2} \lambda_a \sqrt{f_c} C_{a1}^{1.5}; 9\lambda_a \sqrt{f_c} C_{a1}^{1.5}] \quad (\text{Eq. 17.5.2.2a \& Eq. 17.5.2.2b})$$

l _e (in)	d _a (in)	λ _a	f _c (psi)	C _{a1} (in)	V _{bx} (lb)
6.00	0.750	1.00	3000	6.34	7869

$$\phi V_{cbgx} = \phi (2)(A_{vc}/A_{vco}) \Psi_{ec,v} \Psi_{ed,v} \Psi_{c,v} \Psi_{h,v} V_{bx} \quad (\text{Sec. 17.3.1, 17.5.2.1(c) \& Eq. 17.5.2.1b})$$

A _{vc} (in ²)	A _{vco} (in ²)	Ψ _{ec,v}	Ψ _{ed,v}	Ψ _{c,v}	Ψ _{h,v}	V _{bx} (lb)	φ	φV _{cbgx} (lb)
196.67	180.88	1.000	1.000	1.000	1.000	7869	0.70	11979

10. Concrete Pryout Strength of Anchor in Shear (Sec. 17.5.3)

$$\phi V_{cpg} = \phi K_{cp} N_{cbg} = \phi K_{cp} (A_{Nc}/A_{Nco}) \Psi_{ec,N} \Psi_{ed,N} \Psi_{c,N} \Psi_{cp,N} N_b \quad (\text{Sec. 17.3.1 \& Eq. 17.5.3.1b})$$

K _{cp}	A _{Nc} (in ²)	A _{Nco} (in ²)	Ψ _{ec,N}	Ψ _{ed,N}	Ψ _{c,N}	Ψ _{cp,N}	N _b (lb)	φ	φV _{cpg} (lb)
2.0	427.66	160.78	1.000	1.000	1.000	1.000	9683	0.70	36058

11. Results

Interaction of Tensile and Shear Forces (Sec. 17.6)

Tension	Factored Load, N _{ua} (lb)	Design Strength, φN _n (lb)	Ratio	Status
Steel	3571	14528	0.25	Pass
Concrete breakout	7142	8577	0.83	Pass (Governs)
Pullout	3571	11479	0.31	Pass
Side-face blowout	7142	16848	0.42	Pass
Shear	Factored Load, V _{ua} (lb)	Design Strength, φV _n (lb)	Ratio	Status
Steel	185	7556	0.02	Pass
T Concrete breakout y+	738	7102	0.10	Pass (Governs)
 Concrete breakout x-	369	11979	0.03	Pass (Governs)

Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.



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Software
Version 2.6.6794.0

Company:	Dibble Engineers, Inc.	Date:	7/31/2018
Engineer:		Page:	6/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

Pryout	738	36058	0.02	Pass	
Interaction check	$N_{ua}/\phi N_n$	$V_{ua}/\phi V_n$	Combined Ratio	Permissible	Status
Sec. 17.6..1	0.83	0.00	83.3%	1.0	Pass

3/4"Ø Heavy Hex Bolt, F1554 Gr. 36 with hef = 24.000 inch meets the selected design criteria.

12. Warnings

- Per designer input, ductility requirements for tension have been determined to be satisfied – designer to verify.
- Per designer input, ductility requirements for shear have been determined to be satisfied – designer to verify.
- Designer must exercise own judgement to determine if this design is suitable.



Company:	DEI	Date:	8/1/2018
Engineer:		Page:	1/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

1. Project information

Customer company: Freiheit Architects
Customer contact name:
Customer e-mail:
Comment:

Project description: Order Here Canopy
Location:
Fastening description:

2. Input Data & Anchor Parameters

General

Design method: ACI 318-14
Units: Imperial units

Anchor Information:

Anchor type: Cast-in-place
Material: F1554 Grade 36
Diameter (inch): 1.000
Effective Embedment depth, h_{ef} (inch): 24.000
Anchor category: -
Anchor ductility: Yes
 h_{min} (inch): 25.75
 C_{min} (inch): 6.00
 S_{min} (inch): 6.00

Base Material

Concrete: Normal-weight
Concrete thickness, h (inch): 36.00
State: Cracked
Compressive strength, f_c (psi): 3000
 $\Psi_{e,v}$: 1.0
Reinforcement condition: B tension, B shear
Supplemental reinforcement: Not applicable
Reinforcement provided at corners: No
Ignore concrete breakout in tension: No
Ignore concrete breakout in shear: No
Ignore 6do requirement: No
Build-up grout pad: No

Base Plate

Length x Width x Thickness (inch): 15.00 x 15.00 x 0.50

Recommended Anchor

Anchor Name: Heavy Hex Bolt - 1"Ø Heavy Hex Bolt, F1554 Gr. 36





Company:	DEI	Date:	8/1/2018
Engineer:		Page:	2/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

Load and Geometry

Load factor source: ACI 318 Section 5.3

Load combination: not set

Seismic design: No

Anchors subjected to sustained tension: Not applicable

Apply entire shear load at front row: No

Anchors only resisting wind and/or seismic loads: No

Strength level loads:

N_{ua} [lb]: 0

V_{ux} [lb]: 0

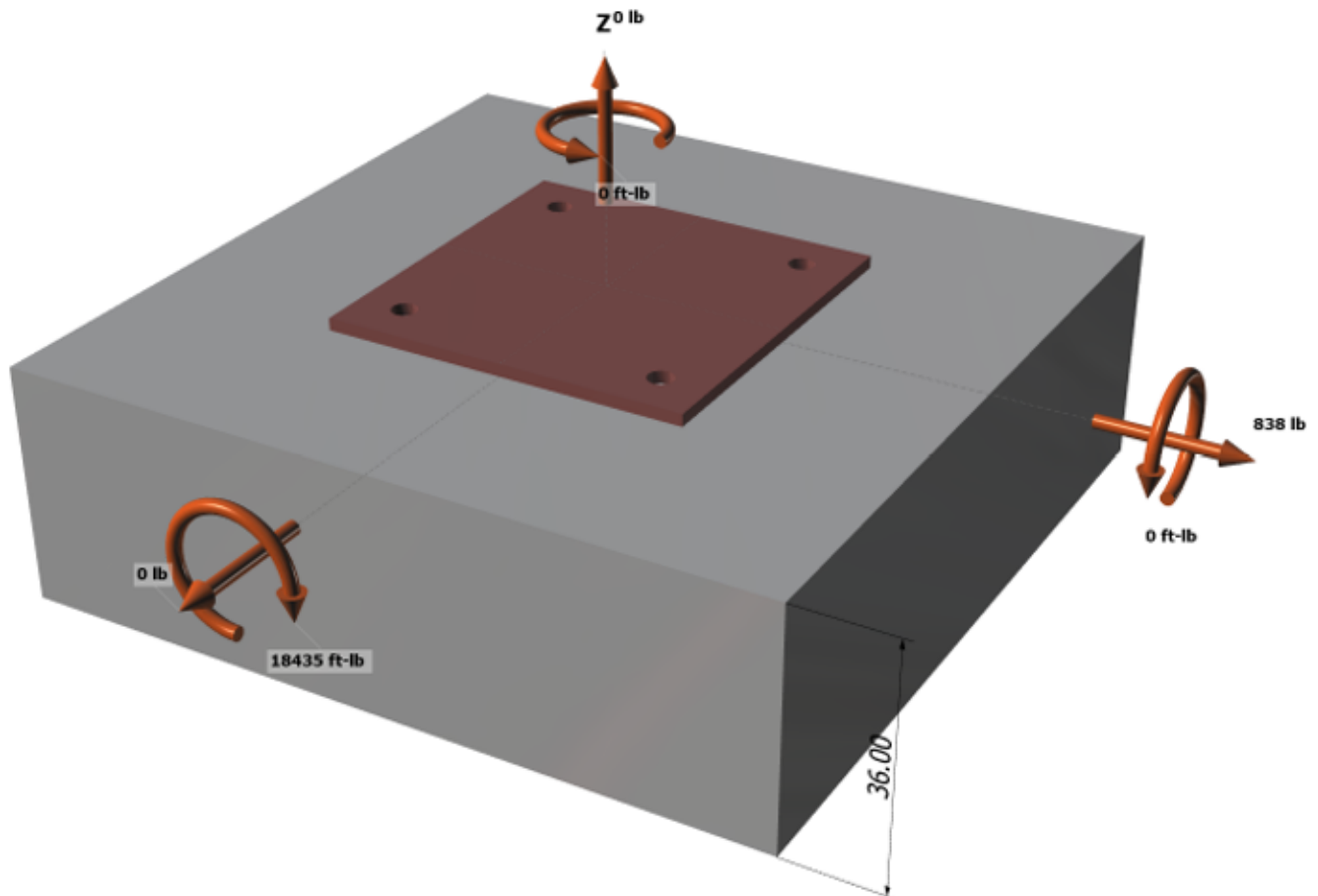
V_{uy} [lb]: 838

M_{ux} [ft-lb]: -18435

M_{uy} [ft-lb]: 0

M_{uz} [ft-lb]: 0

<Figure 1>



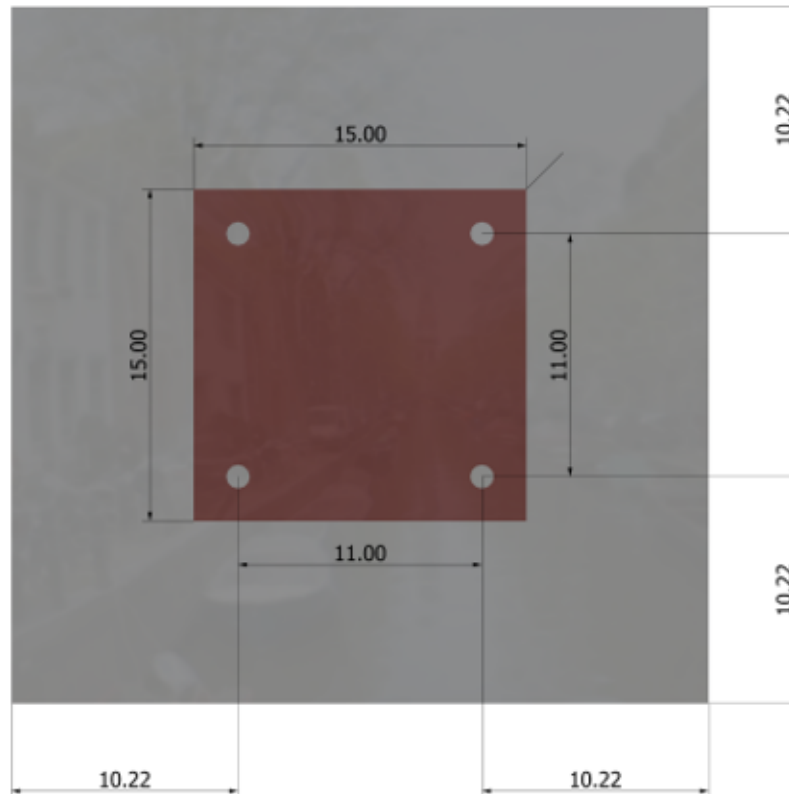
Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

Simpson Strong-Tie Company Inc. 5956 W. Las Positas Boulevard Pleasanton, CA 94588 Phone: 925.560.9000 Fax: 925.847.3871 www.strongtie.com



Company:	DEI	Date:	8/1/2018
Engineer:		Page:	3/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

<Figure 2>





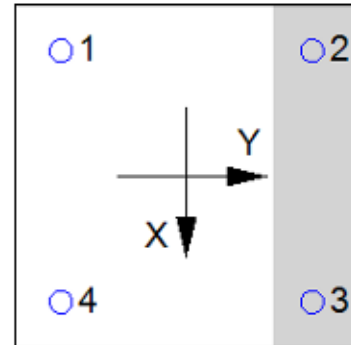
Company:	DEI	Date:	8/1/2018
Engineer:		Page:	4/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

3. Resulting Anchor Forces

Anchor	Tension load, N _{ua} (lb)	Shear load x, V _{uax} (lb)	Shear load y, V _{uay} (lb)	Shear load combined, √(V _{uax}) ² + (V _{uay}) ² (lb)
1	9407.8	0.0	209.5	209.5
2	0.0	0.0	209.5	209.5
3	0.0	0.0	209.5	209.5
4	9407.8	0.0	209.5	209.5
Sum	18815.6	0.0	838.0	838.0

Maximum concrete compression strain (‰): 0.15
 Maximum concrete compression stress (psi): 673
 Resultant tension force (lb): 18816
 Resultant compression force (lb): 18816
 Eccentricity of resultant tension forces in x-axis, e'_{Nx} (inch): 0.00
 Eccentricity of resultant tension forces in y-axis, e'_{Ny} (inch): 0.00
 Eccentricity of resultant shear forces in x-axis, e'_{Vx} (inch): 0.00
 Eccentricity of resultant shear forces in y-axis, e'_{Vy} (inch): 0.00

<Figure 3>



4. Steel Strength of Anchor in Tension (Sec. 17.4.1)

N _{sa} (lb)	φ	φN _{sa} (lb)
35150	0.75	26363

5. Concrete Breakout Strength of Anchor in Tension (Sec. 17.4.2)

$N_b = 16λ_a^2 f_c h_{ef}^3$ (Eq. 17.4.2.2b)

λ _a	f _c (psi)	h _{ef} (in)	N _b (lb)
1.00	3000	14.147	72517

$φN_{cbg} = φ (A_{Nc} / A_{Nco}) ψ_{ec,N} ψ_{ed,N} ψ_{c,N} ψ_{cp,N} N_b$ (Sec. 17.3.1 & Eq. 17.4.2.1b)

A _{Nc} (in ²)	A _{Nco} (in ²)	C _{a,min} (in)	ψ _{ec,N}	ψ _{ed,N}	ψ _{c,N}	ψ _{cp,N}	N _b (lb)	φ	φN _{cbg} (lb)
988.47	1801.15	10.22	1.000	0.844	1.00	1.000	72517	0.70	23526

6. Pullout Strength of Anchor in Tension (Sec. 17.4.3)

$φN_{pn} = φ ψ_{c,p} N_p = φ ψ_{c,p} 8A_{brg} f_c$ (Sec. 17.3.1, Eq. 17.4.3.1 & 17.4.3.4)

ψ _{c,p}	A _{brg} (in ²)	f _c (psi)	φ	φN _{pn} (lb)
1.0	1.50	3000	0.70	25217



Company:	DEI	Date:	8/1/2018
Engineer:		Page:	5/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

8. Steel Strength of Anchor in Shear (Sec. 17.5.1)

V_{sa} (lb)	ϕ_{grout}	ϕ	$\phi_{grout}\phi V_{sa}$ (lb)
21090	1.0	0.65	13709

9. Concrete Breakout Strength of Anchor in Shear (Sec. 17.5.2)

Shear perpendicular to edge in y-direction:

$$V_{by} = \min[7(l_e/d_a)^{0.2} \lambda_a \lambda_b f_c c_{at}^{1.5}; 9 \lambda_a \lambda_b f_c c_{at}^{1.5}] \text{ (Eq. 17.5.2.2a \& Eq. 17.5.2.2b)}$$

l_e (in)	d_a (in)	λ_a	f_c (psi)	c_{at} (in)	V_{by} (lb)
8.00	1.000	1.00	3000	21.22	48186

$$\phi V_{cbgy} = \phi (A_{vc} / A_{vco}) \psi_{ec,v} \psi_{ed,v} \psi_{c,v} \psi_{h,v} V_{by} \text{ (Sec. 17.3.1 \& Eq. 17.5.2.1b)}$$

A_{vc} (in ²)	A_{vco} (in ²)	$\psi_{ec,v}$	$\psi_{ed,v}$	$\psi_{c,v}$	$\psi_{h,v}$	V_{by} (lb)	ϕ	ϕV_{cbgy} (lb)
1000.74	2026.30	1.000	0.796	1.000	1.000	48186	0.70	13266

Shear parallel to edge in y-direction:

$$V_{bx} = \min[7(l_e/d_a)^{0.2} \lambda_a \lambda_b f_c c_{at}^{1.5}; 9 \lambda_a \lambda_b f_c c_{at}^{1.5}] \text{ (Eq. 17.5.2.2a \& Eq. 17.5.2.2b)}$$

l_e (in)	d_a (in)	λ_a	f_c (psi)	c_{at} (in)	V_{bx} (lb)
8.00	1.000	1.00	3000	10.22	16106

$$\phi V_{cbgx} = \phi (2)(A_{vc} / A_{vco}) \psi_{ec,v} \psi_{ed,v} \psi_{c,v} \psi_{h,v} V_{bx} \text{ (Sec. 17.3.1, 17.5.2.1(c) \& Eq. 17.5.2.1b)}$$

A_{vc} (in ²)	A_{vco} (in ²)	$\psi_{ec,v}$	$\psi_{ed,v}$	$\psi_{c,v}$	$\psi_{h,v}$	V_{bx} (lb)	ϕ	ϕV_{cbgx} (lb)
481.98	470.02	1.000	1.000	1.000	1.000	16106	0.70	23122

10. Concrete Pryout Strength of Anchor in Shear (Sec. 17.5.3)

$$\phi V_{cpg} = \phi k_{cp} N_{cbg} = \phi k_{cp} (A_{Nc} / A_{Nco}) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \text{ (Sec. 17.3.1 \& Eq. 17.5.3.1b)}$$

k_{cp}	A_{Nc} (in ²)	A_{Nco} (in ²)	$\psi_{ec,N}$	$\psi_{ed,N}$	$\psi_{c,N}$	$\psi_{cp,N}$	N_b (lb)	ϕ	ϕV_{cpg} (lb)
2.0	988.47	417.79	1.000	1.000	1.000	1.000	21459	0.70	71080

11. Results

Interaction of Tensile and Shear Forces (Sec. 17.6.)

Tension	Factored Load, N_{us} (lb)	Design Strength, ϕN_n (lb)	Ratio	Status	
Steel	9408	26363	0.36	Pass	
Concrete breakout	18816	23526	0.80	Pass (Governs)	
Pullout	9408	25217	0.37	Pass	
Shear	Factored Load, V_{us} (lb)	Design Strength, ϕV_n (lb)	Ratio	Status	
Steel	210	13709	0.02	Pass	
T Concrete breakout y+	838	13266	0.06	Pass (Governs)	
 Concrete breakout x-	419	23122	0.02	Pass (Governs)	
Pryout	838	71080	0.01	Pass	
Interaction check	$N_{us}/\phi N_n$	$V_{us}/\phi V_n$	Combined Ratio	Permissible	Status
Sec. 17.6..1	0.80	0.00	80.0%	1.0	Pass

1"Ø Heavy Hex Bolt, F1554 Gr. 36 with hef = 24.000 inch meets the selected design criteria.



Anchor Designer™
Software
Version 2.6.6794.0

Company:	DEI	Date:	8/1/2018
Engineer:		Page:	6/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

12. Warnings

- Designer must exercise own judgement to determine if this design is suitable.



Company:	DEI	Date:	7/18/2017
Engineer:		Page:	1/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

1. Project information

Customer company: Freiheit Architecture
Customer contact name:
Customer e-mail:
Comment:

Project description: Single Gateway Sign

Location:
Fastening description:

2. Input Data & Anchor Parameters

General

Design method: ACI 318-14
Units: Imperial units

Anchor Information:

Anchor type: Cast-in-place
Material: F1554 Grade 36
Diameter (inch): 0.750
Effective Embedment depth, h_{ef} (inch): 24.000
Anchor category: -
Anchor ductility: Yes
 h_{min} (inch): 25.50
 C_{min} (inch): 4.50
 S_{min} (inch): 4.50

Base Material

Concrete: Normal-weight
Concrete thickness, h (inch): 36.00
State: Cracked
Compressive strength, f_c (psi): 3000
 $\Psi_{e,v}$: 1.0
Reinforcement condition: B tension, B shear
Supplemental reinforcement: Not applicable
Reinforcement provided at corners: No
Ignore concrete breakout in tension: No
Ignore concrete breakout in shear: No
Ignore 6d_o requirement: No
Build-up grout pad: No

Base Plate

Length x Width x Thickness (inch): 15.00 x 15.00 x 0.50

Recommended Anchor

Anchor Name: Heavy Hex Bolt - 3/4"Ø Heavy Hex Bolt, F1554 Gr. 36





Company:	DEI	Date:	7/18/2017
Engineer:		Page:	2/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

Load and Geometry

Load factor source: ACI 318 Section 5.3

Load combination: not set

Seismic design: No

Anchors subjected to sustained tension: Not applicable

Apply entire shear load at front row: No

Anchors only resisting wind and/or seismic loads: No

Strength level loads:

N_{ua} [lb]: 0

V_{ux} [lb]: 0

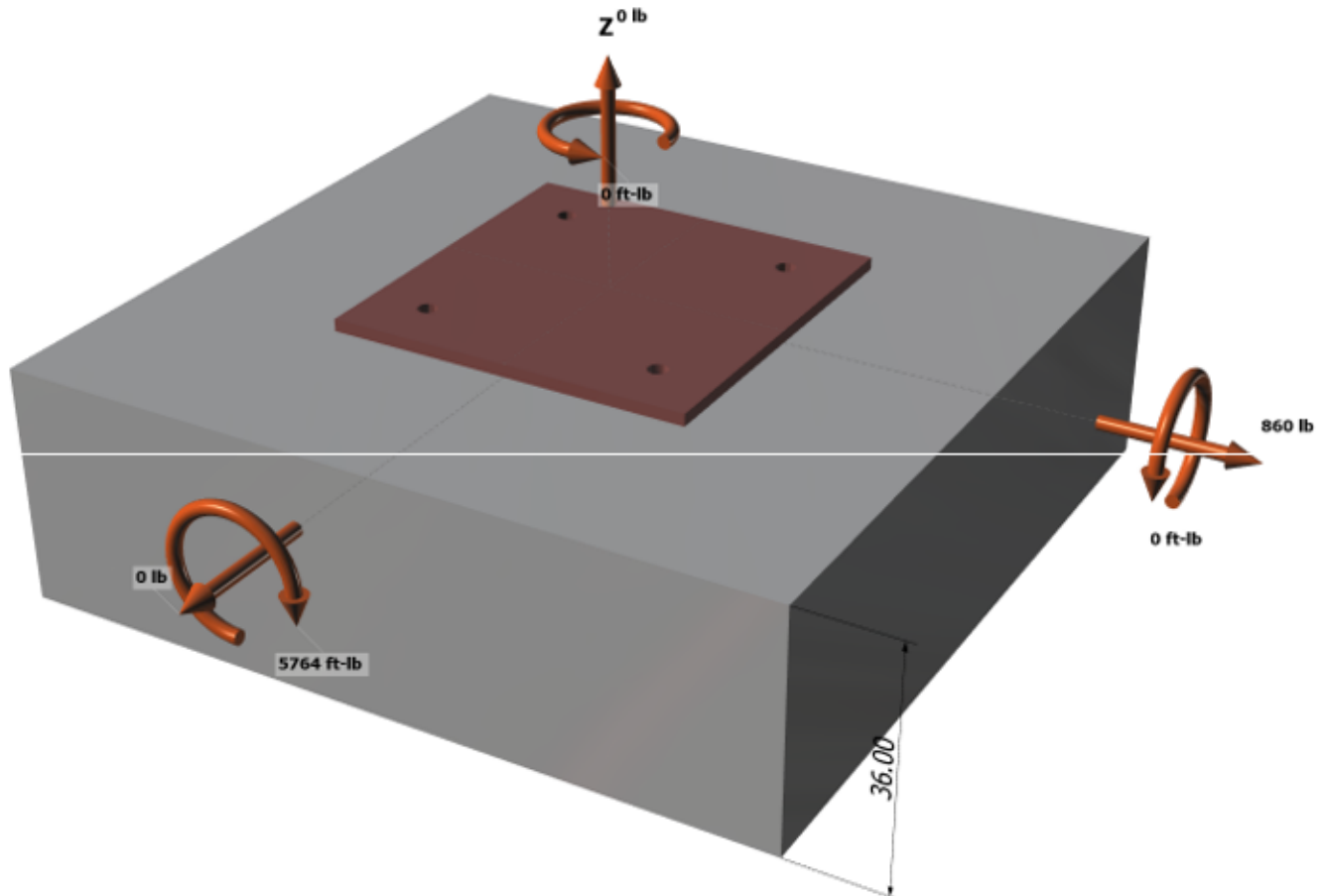
V_{uy} [lb]: 860

M_{ux} [ft-lb]: -5764

M_{uy} [ft-lb]: 0

M_{uz} [ft-lb]: 0

<Figure 1>



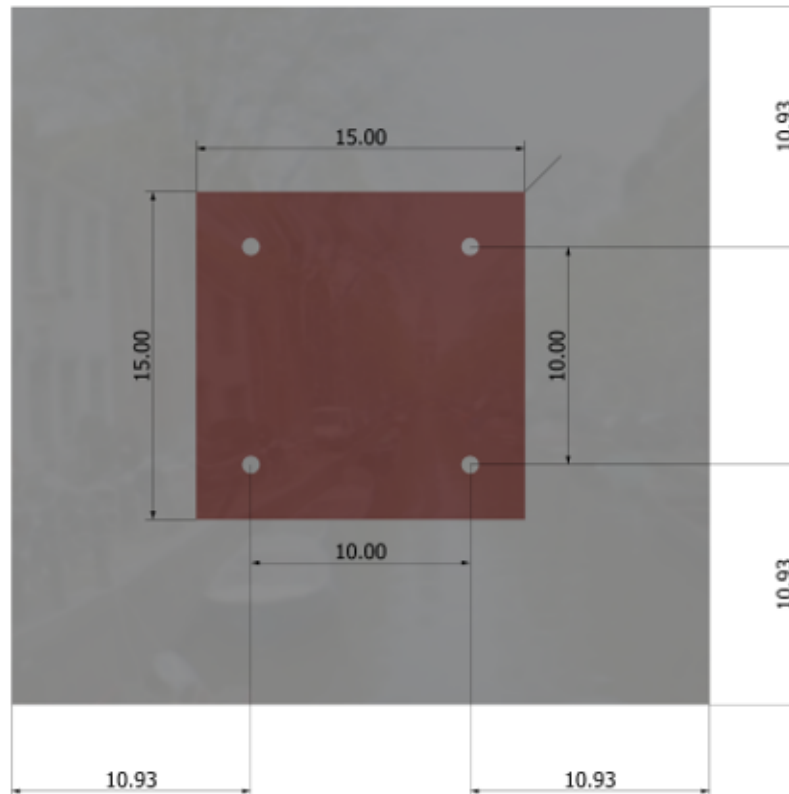
Input data and results must be checked for agreement with the existing circumstances, the standards and guidelines must be checked for plausibility.

Simpson Strong-Tie Company Inc. 5956 W. Las Positas Boulevard Pleasanton, CA 94588 Phone: 925.560.9000 Fax: 925.847.3871 www.strongtie.com



Company:	DEI	Date:	7/18/2017
Engineer:		Page:	3/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

<Figure 2>





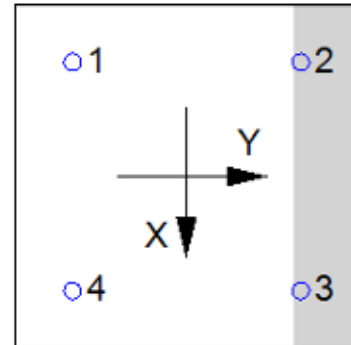
Company:	DEI	Date:	7/18/2017
Engineer:		Page:	4/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

3. Resulting Anchor Forces

Anchor	Tension load, N _{ua} (lb)	Shear load x, V _{uax} (lb)	Shear load y, V _{uay} (lb)	Shear load combined, √(V _{uax}) ² + (V _{uay}) ² (lb)
1	2992.6	0.0	215.0	215.0
2	0.0	0.0	215.0	215.0
3	0.0	0.0	215.0	215.0
4	2992.6	0.0	215.0	215.0
Sum	5985.2	0.0	860.0	860.0

Maximum concrete compression strain (‰): 0.06
 Maximum concrete compression stress (psi): 282
 Resultant tension force (lb): 5985
 Resultant compression force (lb): 5985
 Eccentricity of resultant tension forces in x-axis, e'_{Nx} (inch): 0.00
 Eccentricity of resultant tension forces in y-axis, e'_{Ny} (inch): 0.00
 Eccentricity of resultant shear forces in x-axis, e'_{Vx} (inch): 0.00
 Eccentricity of resultant shear forces in y-axis, e'_{Vy} (inch): 0.00

<Figure 3>



4. Steel Strength of Anchor in Tension (Sec. 17.4.1)

N _{sa} (lb)	φ	φN _{sa} (lb)
19370	0.75	14528

5. Concrete Breakout Strength of Anchor in Tension (Sec. 17.4.2)

$N_b = 16λ_a^2 f_c h_{ef}^3$ (Eq. 17.4.2.2b)

λ _a	f _c (psi)	h _{ef} (in)	N _b (lb)
1.00	3000	13.953	70872

$φN_{cbg} = φ (A_{Nc} / A_{Nco}) ψ_{ec,N} ψ_{ed,N} ψ_{c,N} ψ_{cp,N} N_b$ (Sec. 17.3.1 & Eq. 17.4.2.1b)

A _{Nc} (in ²)	A _{Nco} (in ²)	c _{a,min} (in)	ψ _{ec,N}	ψ _{ed,N}	ψ _{c,N}	ψ _{cp,N}	N _b (lb)	φ	φN _{cbg} (lb)
1015.06	1752.26	10.93	1.000	0.857	1.00	1.000	70872	0.70	24620

6. Pullout Strength of Anchor in Tension (Sec. 17.4.3)

$φN_{pn} = φ ψ_{c,p} N_p = φ ψ_{c,p} 8A_{brg} f_c$ (Sec. 17.3.1, Eq. 17.4.3.1 & 17.4.3.4)

ψ _{c,p}	A _{brg} (in ²)	f _c (psi)	φ	φN _{pn} (lb)
1.0	0.91	3000	0.70	15305



Company:	DEI	Date:	7/18/2017
Engineer:		Page:	5/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
E-mail:			

8. Steel Strength of Anchor in Shear (Sec. 17.5.1)

V_{sa} (lb)	ϕ_{grout}	ϕ	$\phi_{grout}\phi V_{sa}$ (lb)
11625	1.0	0.65	7556

9. Concrete Breakout Strength of Anchor in Shear (Sec. 17.5.2)

Shear perpendicular to edge in y-direction:

$$V_{by} = \min[7(l_e/d_a)^{0.2} \lambda_a \lambda_a f_c c_{at}^{1.5}; 9 \lambda_a f_c c_{at}^{1.5}] \text{ (Eq. 17.5.2.2a \& Eq. 17.5.2.2b)}$$

l_e (in)	d_a (in)	λ_a	f_c (psi)	c_{at} (in)	V_{by} (lb)
6.00	0.750	1.00	3000	20.93	47202

$$\phi V_{cbgy} = \phi (A_{vc} / A_{vco}) \psi_{ec,v} \psi_{ed,v} \psi_{c,v} \psi_{h,v} V_{by} \text{ (Sec. 17.3.1 \& Eq. 17.5.2.1b)}$$

A_{vc} (in ²)	A_{vco} (in ²)	$\psi_{ec,v}$	$\psi_{ed,v}$	$\psi_{c,v}$	$\psi_{h,v}$	V_{by} (lb)	ϕ	ϕV_{cbgy} (lb)
1000.24	1971.29	1.000	0.804	1.000	1.000	47202	0.70	13487

Shear parallel to edge in y-direction:

$$V_{bx} = \min[7(l_e/d_a)^{0.2} \lambda_a \lambda_a f_c c_{at}^{1.5}; 9 \lambda_a f_c c_{at}^{1.5}] \text{ (Eq. 17.5.2.2a \& Eq. 17.5.2.2b)}$$

l_e (in)	d_a (in)	λ_a	f_c (psi)	c_{at} (in)	V_{bx} (lb)
6.00	0.750	1.00	3000	10.93	17813

$$\phi V_{cbgx} = \phi (2)(A_{vc} / A_{vco}) \psi_{ec,v} \psi_{ed,v} \psi_{c,v} \psi_{h,v} V_{bx} \text{ (Sec. 17.3.1, 17.5.2.1(c) \& Eq. 17.5.2.1b)}$$

A_{vc} (in ²)	A_{vco} (in ²)	$\psi_{ec,v}$	$\psi_{ed,v}$	$\psi_{c,v}$	$\psi_{h,v}$	V_{bx} (lb)	ϕ	ϕV_{cbgx} (lb)
522.34	537.59	1.000	1.000	1.000	1.000	17813	0.70	24231

10. Concrete Pryout Strength of Anchor in Shear (Sec. 17.5.3)

$$\phi V_{cpg} = \phi k_{cp} N_{cbg} = \phi k_{cp} (A_{Nc} / A_{Nco}) \psi_{ec,N} \psi_{ed,N} \psi_{c,N} \psi_{cp,N} N_b \text{ (Sec. 17.3.1 \& Eq. 17.5.3.1b)}$$

k_{cp}	A_{Nc} (in ²)	A_{Nco} (in ²)	$\psi_{ec,N}$	$\psi_{ed,N}$	$\psi_{c,N}$	$\psi_{cp,N}$	N_b (lb)	ϕ	ϕV_{cpg} (lb)
2.0	1015.06	477.86	1.000	1.000	1.000	1.000	24001	0.70	71375

11. Results

Interaction of Tensile and Shear Forces (Sec. 17.6)

Tension	Factored Load, N_{us} (lb)	Design Strength, ϕN_n (lb)	Ratio	Status	
Steel	2993	14528	0.21	Pass	
Concrete breakout	5985	24620	0.24	Pass (Governs)	
Pullout	2993	15305	0.20	Pass	
Shear	Factored Load, V_{us} (lb)	Design Strength, ϕV_n (lb)	Ratio	Status	
Steel	215	7556	0.03	Pass	
T Concrete breakout y+	860	13487	0.06	Pass (Governs)	
 Concrete breakout x-	430	24231	0.02	Pass (Governs)	
Pryout	860	71375	0.01	Pass	
Interaction check	$N_{us}/\phi N_n$	$V_{us}/\phi V_n$	Combined Ratio	Permissible	Status
Sec. 17.6..1	0.24	0.00	24.3%	1.0	Pass

3/4"Ø Heavy Hex Bolt, F1554 Gr. 36 with hef = 24.000 inch meets the selected design criteria.



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Company:	DEI	Date:	7/18/2017
Engineer:		Page:	6/6
Project:	McD's		
Address:	1029 Market St		
Phone:	425-828-4200		
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12. Warnings

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