



City Council Meeting Agenda

Tuesday, October 11, 2022

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

7:00 p.m. – City Council Regular Meeting

REVISED 10/10/2022

Welcome! The public is strongly encouraged to participate remotely but there is 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.

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

- Email at any time up to **12 p.m. on Monday, October 9th** to claudia.cisneros@mcminnvilleoregon.gov
- If appearing via telephone only please sign up prior by **12 p.m. on Monday, October 9th** by emailing the City Recorder at claudia.cisneros@mcminnvilleoregon.gov as the chat function is not available when calling in zoom;
- Join the zoom meeting use the raise hand feature in zoom to request to speak, once your turn is up we will announce your name and unmute your mic. **You will need to provide your First and Last name, Address, and contact information (email or phone) to the City.**

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

www.mcm11.org/live

CITY COUNCIL REGULAR MEETING:

You may join online via Zoom Meeting:

<https://mcminnvilleoregon.zoom.us/j/83633358328?pwd=NjJFQjU3bENxWjFJUmJvbU5veWh1dz09>

Zoom ID: 836 3335 8328

Zoom Password: 840453

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

ID: 836 3335 8328

6:00 PM – WORK SESSION MEETING - **CANCELED**

7:00 PM – REGULAR COUNCIL MEETING – VIA ZOOM AND SEATING AT CIVIC HALL

1. CALL TO ORDER & ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. PROCLAMATIONS
 - a. Domestic Violence Awareness Month Proclamation
4. PRESENTATION
 - a. Fill the Boot Presentation (**Added on 10.10.2022**)

5. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT –

The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some future date. The Mayor may limit comments to 3 minutes per person for a total of 30 minutes. The Mayor will read comments emailed to City Recorded and then any citizen participating via Zoom.

6. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports

7. CONSENT AGENDA

- a. Consider request from Ackley Brands, LTD dba: The Grove for Winery 2nd Location, OLCC Liquor License located at 216 NE 3rd Street.
- b. Consider **Resolution No. 2022-64**: A Resolution approving the award of a Professional Services Contract to David Evans and Associates, Inc. for City Engineer Services.
- c. Consider request from Vine to Vessel Vineyard LLC dba: Vine to Vessel for Winery Primary Location, OLCC Liquor License located at 1400 NE Alpha Drive. (Added on 10.10.2022)

8. RESOLUTION

- a. Consider **Resolution No. 2022-63**: A Resolution Authorizing Submission of and Supporting a Petition for Formation of a new Fire District Pursuant to ORS 198.800 to ORS 198. and a Ballot Measure for the Formation of McMinnville Fire District.
- b. Consider **Resolution No. 2022-57**: A Resolution Adopting City Service Charge Rates.

9. ADJOURNMENT OF REGULAR MEETING



PROCLAMATION

Domestic violence is a complex and pervasive problem in our community that affects individuals across economic, racial, gender, sexual orientation, age, educational, religious, and societal lines. Domestic violence is not just physical, it can include emotional, mental, sexual, verbal, and financial abuse.

Whereas, in a typical day, across the U.S. and its territories, nearly 75,000 victims of domestic violence sought services from domestic violence programs and shelters. That same day, more than 9,000 requests for services, including emergency shelter, housing, transportation, childcare, and legal representation, could not be provided because programs lacked the resources to meet survivors' needs; and

Whereas, Nationally, one in three women will be a victim of domestic or sexual violence at some point in her lifetime, and each day an average of three women die at the hands of someone who claimed to love them. Approximately, 1 in 10 men nationally experienced contact sexual violence, physical violence, and/or stalking by an intimate partner during their lifetime and reported some form of intimate partner violence. Domestic violence affects us all; survivors are our family members, neighbors, coworkers, and friends; and

Whereas, Domestic violence is a leading cause of homelessness among families in the United States and is a significant contributing factor to unemployment and poverty. The need for safe housing continues to be rated as survivors' most urgent need, Nearly 8 million days of paid work each year is lost due to domestic violence issues – the equivalent of more than 32,000 full-time jobs; and

Whereas, Although domestic violence can affect anyone, the impact is not uniform. Survivors from marginalized groups, including individuals with disabilities, members of the LGBTQ+ community, immigrants, older adults, and women of color experience disproportionate rates of domestic violence. These disproportionate impacts are often a direct result of systemic barriers, inequities, and inherent racism, sexism, homophobia, ableism, ageism, and other oppressions in our service systems; and

Whereas, The City of McMinnville joins with others across Oregon and the nation in supporting victims of domestic violence, as well as local programs, state coalitions, national organizations, and other agencies nationwide who are committed to increasing public awareness of domestic violence and sending a clear message to abusers that domestic violence is not tolerated in McMinnville.

NOW, THEREFORE, I, Remy Drabkin, Interim Mayor of the City of McMinnville do hereby proclaim *October 2022* to be

Domestic Violence Awareness Month

We urge all City of McMinnville community members to actively work towards the elimination of domestic violence by supporting and believing survivors and promoting healthy, respectful relationships.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the OFFICIAL Seal of the City of McMinnville to be affixed this 11th day of October, 2022.

Remy Drabkin, Interim Mayor

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Ackley Brands, LTD dba: The Grove
BUSINESS LOCATION ADDRESS: 216 NE 3rd Street
LIQUOR LICENSE TYPE: Winery 2nd location

Is the business at this location currently licensed by OLCC

Yes No

If yes, what is the name of the existing business:

Hours of operation: Sunday 11am to 5pm, Wednesday-Thursday 11am to 5pm, Friday-Saturday 11am to 7pm
Entertainment: none listed
Hours of Music: none listed
Seating Count: 74; 16 outdoors and 58 tasting room

EXEMPTIONS:
(list any exemptions)

Tritech Records Management System Check: Yes No
Criminal Records Check: Yes No
Recommended Action: Approve Disapprove



Chief of Police / Designee

City Manager / Designee

LIQUOR LICENSE APPLICATION

Page 1 of 3

Check the appropriate license request option:

New Outlet | Change of Ownership | Greater Privilege | Lesser Privilege

Select the license type you are applying for.

More information about all license types is available online.

Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

Winery

- Primary location
- Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

- Primary location
- Additional tasting locations: 2nd 3rd 4th 5th 6th

Limited On-Premises

Off Premises

Warehouse

Wholesale Malt Beverage and Wine

INTERNAL USE ONLY

Application received: 6-19-22

Minimum documents acquired: 6-19-22

LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received: 9/30/2022

Optional: Date Stamp

- Recommend this license be granted
- Recommend this license be denied

Printed Name

Date

Return this form to:

Investigator name: Patty Rhodes

Email: Patty.Rhodes@Oregon.gov



City of McMinnville
Public Works Department
231 NE 5th Street
McMinnville, OR 97128
(503) 434-7312
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: October 11, 2022
TO: Jeff Towery, City Manager
FROM: Anne Pagano, Public Works Director
SUBJECT: City Engineer Services Contract

Report in Brief:

This action is the consideration of a resolution to award a Professional Services Contract to David Evans and Associates, Inc. for City Engineer Services.

Background:

In July of 2022, the City advertised a formal Request for Proposals for a consultant to provide City Engineer Services as a supplement to our Engineering Staff since our City Engineer position has not been filled. Example tasks are included in Exhibit A of the Professional Services Contract, attached.

The City received two proposals for these services: David Evans Associates (DEA) and Water Systems Consulting. After a detailed evaluation by a committee of five staff members, it was determined that DEA met all of the requirements and was the most qualified firm to provide these services. Criteria that were considered included project understanding, project approach, and the firm's relative experience.

The fee estimate for this scope of work is up to \$100,000 per year. These services will be funded through salary savings from the vacant City Engineer position.

Attachments:

1. Resolution 2022-64
2. David Evans and Associates, Inc. Proposal
3. Professional Services Agreement for On-Call City Engineering Services

Recommendation:

Staff recommends that the City Council adopt the attached resolution approving a Professional Services Contract with David Evans Associates for City Engineering Services.

RESOLUTION NO. 2022 - 64

A Resolution approving the award of a Professional Services Contract to David Evans and Associates, Inc. for City Engineer Services.

RECITALS:

Whereas, On August 19, 2022, two proposals were received for the City Engineer Services Request for Proposal;

Whereas, David Evans and Associates, Inc. met all of the requirements of the Request for Proposals and was determined to be the most qualified proposer to provide the requested services;

Whereas, The estimate for this scope of work is Not to Exceed \$100,000 per year;

Whereas, Project funding is covered through salary savings for the budgeted, vacant City Engineer position.

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

1. That entry into a Professional Services Contract with David Evans and Associates, Inc. for City Engineer Services, in the amount of up to \$100,000 per year is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract with David Evans and Associates, 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 regular meeting held the 11th day of October 2022 by the following votes:

Ayes: _____

Nays: _____

Approved this 11th day of October 2022.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder



AUGUST 19, 2022

City Engineer Services

CITY OF MCMINNVILLE



DAVID EVANS
AND ASSOCIATES INC.



DAVID EVANS
AND ASSOCIATES INC.

August 19, 2022

City of McMinnville
Attn: Anne Pagano, Public Works Director
230 NE Second Street
McMinnville, OR 97128

RE: PROPOSAL FOR CITY ENGINEER SERVICES

Dear Anne,

David Evans and Associates, Inc. (DEA) is pleased to submit this proposal to provide city engineer services for the City of McMinnville (City). DEA has been performing these services since December of 2021 and is committed to continuing to provide these services. We understand the City processes and have the availability to review plans and reports per City standards responsively, always acting with the City's best interests in mind. The DEA team is built to respond quickly to your needs. With our team, the City will receive:

- **A highly experienced and responsive team** focused on integrating, partnering, and mentoring with City staff.
- **A full-service engineering and planning firm** experienced in providing services for transportation, energy, water resources, and land development projects.
- **A partner in traffic engineering** with DKS Associates.

As an officer of DEA, the project manager, and the primary point of contact, I am authorized to represent DEA in contract negotiations and commitment. I can be reached at 503.499.0460 or sarah.jones@deainc.com.

DEA has received and examined, as part of the Proposal, Addenda No. 1 through 1. DEA accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as noted as an exception in the supplemental information listed at the end of the proposal. The City has approved these recommended edits during previous contract agreements.

The submitted proposal is valid for a period of ninety (90) days from the time and date Proposals are due.

DEA is committed to meeting the City's expectations in service and product delivery through this agreement: All materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become the property of the City of McMinnville without restriction or limitation of future use.

Sincerely,

David Evans and Associates, Inc.

Sarah Jones, PE

Associate, Design Studio Civil Group Leader

Tax ID Information

Federal: 93-0661195

Oregon State: 114015-10



Since 2020, the City's staffing has been reduced due to COVID-19 and the departure of the previous public works director. While the City has filled the role of the public works director, the City has identified the need for additional transportation engineering and planning support. In 2021 and 2022, DEA has responded to the City's need through our current on-call agreement, providing traffic engineering and civil engineering support and direct staffing augmentation through selective and specific task orders.

Experience with McMinnville

DEA is currently working with the City through a Consulting Services On-Call agreement and has provided professional services on five task orders, with two additional task orders pending. Through this existing on-call, we have provided similar services to that requested in this RFP. When the city engineer role became vacant, Sarah Jones assumed the responsibilities of that position to assist the City in maintaining its commitment to the community while searching for a permanent replacement hire.

Beginning in December 2021, Sarah's role as city engineer included signing plats within a day of the request and reviewing design documents as requested by the City, but that quickly changed to include other responsibilities. As the needs of the City evolved, so did Sarah's response as she expanded her service offerings and coordinated additional DEA staff to meet City requests. DEA has since been helping the City with inspection services, design efforts, and developing cost estimates.

DEA has gained significant experience working with the City on more than 17 projects. From her current work as the City Engineer, Sarah Jones, our proposed project manager, has gained valuable experience and insightful perspective on the requirements needed to manage and provide the services requested by this RFP. Our combined experience makes the DEA team uniquely qualified to meet the City's needs as defined by this RFP.

Other recent experience with McMinnville includes our ongoing efforts related to the City's TMDL Plan. This is another example of the varied services DEA can provide in support of the City's needs.

Understanding the Role

Our recent experience as City Engineer has highlighted the importance of being responsive and adaptable as often the needs are unpredictable and can vary greatly. We understand the importance of this flexibility and have the depth of resources to

respond appropriately. We also appreciate the City's commitment to developing staff and supporting their growth. DEA is committed to partnering with the City to facilitate this while increasing staff engagement. Sarah's experience as the civil engineering group leader in Oregon requires her to mentor and development staff at all levels. This experience makes her ideally suited to share this experience with City staff.

Issues and Milestones

Maintaining proper staffing levels is an issue the City continues to have. It is essential to have someone in this role as city engineer, whether a permanent staff member or consultant, to keep the engineering department functioning and serve the public. While there are no set milestones, this role will require someone who can be adaptable and respond with little notice. Sarah has the availability and prior knowledge to aid the City efficiently.

Our team will provide support as needed through a public meeting. We understand the City's processes and have worked and supported them through public meetings on projects such as the Three Mile Lane Area Plan.

Key Stakeholders

We have identified several key stakeholders, including City staff from the engineering and other departments.

- **City Planning, Engineering, and Maintenance Staff**
- **Residents of McMinnville**
- **City Council**

Through our role as city engineer, we have become familiar with individual staff across various departments and developed a good working relationship that fosters collaboration and problem-solving. Maintaining good working relationships with these key staff and the McMinnville community is essential for the services requested.



Based on our unique understanding and experience serving as city engineer, we have developed an approach focused on responsiveness, adaptability, and innovative problem-solving. These essential features allow us to provide the requested tasks efficiently with technical expertise.

Tasks to Complete

TASK #1

Development reviews, including plans review, reports, or calculations as submitted to the City.

Tasks and Activities:

- Review plans, reports, or calculations as requested by the City
- Evaluate submittals against City standards
- Provide feedback to facilitate resubmittal

Key Team Member: Sarah Jones

Knowledge of Type of Work: DEA has experience doing this for the past year. We will complete reviews quickly as requested by the City.

Anticipated issues: The key issues that could arise with this task are tight deadlines or reviews for projects that are not in line with City standards and the community's best interest.

Ability to solve issues or offer innovative ideas: Initiating work on tight deadlines quickly and efficiently is something our team can easily accommodate. DEA is focused on working with clients and stakeholders to develop solutions that work for everyone. It may be necessary to work with someone who comes in for a review on a different solution that meets City standards and needs while staying in line with what the client is trying to achieve.

TASK #2

Assist with reviews and management of public improvement projects.

Tasks and Activities:

- Review plans, reports, and other project documents and provide technical feedback
- Act as project manager on public improvement projects as requested
- Collaborate across City departments to provide smooth project delivery

Key Team Member: Sarah Jones

Knowledge of type of work: Sarah manages various kinds of projects, from sizeable complex developments with multiple subconsultants and disciplines to small quick projects that need to be completed quickly and

efficiently. With her background in designing and managing diverse projects and the expertise of the DEA team, the ability to review or manage any project type is well within her capabilities.

Anticipated issues: There are issues that can arise when managing or reviewing projects. We will identify these at the beginning of the project to create a plan for the best solution.

Ability to solve issues or offer innovative ideas: We will minimize risks by using lessons learned on past projects and openly communicating any issues that arise quickly.

TASK #3

Assist with preparation of bid documents for public improvement projects.

Tasks and Activities:

- Prepare plans, specifications, and estimates
- Coordinate efforts to confirm bid documents are clear, concise, and complete.
- Implement QC process before bidding

Key Team Member: Sarah Jones and DKS (as needed)

Knowledge of type of work: DEA has experience pulling together bid document packages for public improvements projects and would have no problem assisting the City with this task.

Anticipated issues: Incomplete or inconsistent bid documents lead to high price or construction issues.

Ability to solve issues or offer innovative ideas: DEA will implement our QC process to limit issues with incomplete or inconsistent documents. Our years of experience preparing documents for public projects allow us to identify the appropriate level of detail.

TASK #4

Review, approve, and sign subdivision and partition plats.

Tasks and Activities:

- Review requested plats to confirm access to utilities for each parcel and provide a signature for approval

Key Team Member: Sarah Jones

Knowledge of type of work: This is a task that Sarah has performed regularly on short notice as requested throughout this year. She has the availability to turn around reviews quickly.

Anticipated issues: Timing and need for a quick turnaround has been the key issues with this task.

Ability to solve issues or offer innovative ideas: Sarah is flexible and responsive to incoming requests and can provide a signature within a day.

TASK #5

Assist with Mercury Total Maximum Daily Load Plan implementation.

Tasks and Activities:

- Meet with city staff and TMDL consultant
- Oversee completion of the plan to provide compliance with DEQ standards
- Assist with implementation
- Prepare annual reports for submittal to DEQ

Key Team Member: Steve Harrison

Knowledge of type of work: DEA is currently working on this task through a separate contract with the City. The same staff currently working on the implementation of this plan can continue to do so.

Anticipated issues: Limited City resources for implementation.

Ability to solve issues or offer innovative ideas: DEA can help with this task and solve issues until the City can hire someone internally and develop the resources needed for implementation

TASK #6

Provide traffic engineering review of development submittals and other traffic related concerns.

Tasks and Activities:

- Review of City projects or private development plan submittals relating to traffic operations, traffic control plans, and transportation safety measures

Key Team Member: Scott Mansur (DKS)

Knowledge of type of work: DEA and our subconsultant DKS have experienced traffic engineering staff with the capability to review submittals and answer questions and concerns as they arise. DEA has been providing this support under the current on-call tasks on an as-needed basis.

Anticipated issues: The City regularly receives private applications to change to

the Comprehensive Plan and/or zoning code accompanied by required traffic impact analyses. These applications are time-sensitive, and prompt and dependable consultant support is essential.

Ability to solve issues or offer innovative ideas: DEA and DKS staff can readily and efficiently respond to McMinnville's public and private day-to-day planning and engineering initiatives.

TASK #7

Perform administrative tasks including but not limited to drafting sewer and sidewalk letters.

Tasks and Activities:

- Coordinate with City on the scope and need for documents requested
- Draft documents consistent with the City format

Key Team Member: Sarah Jones

Knowledge of type of work: DEA has project coordinators and other staff available to assist with any administrative services needed.

Anticipated issues: Unfavorable public response.

Ability to solve issues or offer innovative ideas: DEA can create templates for administrative forms to streamline processes and reduce staff time. DEA can work with City staff to come up with solutions to issues with the public.

TASK #8

Be present in the City's Community Development Center a minimum of one day every other week.

Tasks and Activities:

- Sarah will be in the office at least one day every other week, or more as needed to support staff and provide mentorship
- Take advantage of time in the office to meet with City staff to ensure needs are being met.

Key Team Member: Sarah Jones

Knowledge of type of work: Sarah's career has been based on service to clients and translates easily into representing the City in the office a minimum of once every other week. Additional details on the mentorship role are provided under task #14.

Anticipated issues: We don't foresee any issues.

Ability to solve issues or offer innovative ideas: Sarah still has access to collaborate with DEA staff remotely while she is in-person at the City's office.

TASK #9

Prepare staff reports, resolutions, and documents when required for City Council approval.

Tasks and Activities:

- Collaborate with City staff and leadership to strategize on the presentation of information
- Prepare reports and other documents based on approval needs

Key Team Member: Sarah Jones

Knowledge of type of work: DEA staff is familiar with working with staff reports and other similar documents and can help the City prepare these.

Anticipated issues: City recommendations may be inconsistent with the applicant's or public's opinion.

Ability to solve issues or offer innovative ideas: DEA will work with staff before council meetings to mitigate concerns expressed by the public. We will stay informed of issues within the City to provide appropriate responses.

TASK #10

Represent the Engineering Division at City Council, Planning Commission, Airport Commission, or other committee meetings.

Tasks and Activities:

- Assist Staff and prepare for and present key engineering and planning findings during meetings and public hearings.

Key Team Member: Sarah Jones and Andrew Mortensen

Knowledge of type of work: DEA has experience reporting in meetings with various public entities and the public. Since 2007, Andrew Mortensen has met and supported City staff in periodic presentations to the City Council, Planning Commission, and citizen advisory groups in the initial development and adoption of the City's Transportation System Plan, Transportation Systems Development Charge, and Three Mile Lane Area Plan.

Anticipated issues: Varying ideas and opinions from citizens, Planning Commission, and City Council members that may support or challenge engineering and planning outcomes and findings.

Ability to solve issues or offer innovative ideas: Sarah and Andrew have experience collaborating with groups and stakeholders with differing opinions

to listen carefully, share guiding engineering and planning principles, and help facilitate group consensus.

TASK #11

Assist with response to calls and concerns from the general public.

Tasks and Activities:

- Review concerns with City as they arise
- Work with City on response and solutions to concerns

Key Team Member: Sarah Jones

Knowledge of type of work: Sarah has experience with having hard conversations when concerns arise as a manager and the President of the MECOP Board. DEA has a public outreach team that is available for more complicated matters that might arise.

Anticipated issues: Generally, the call or concern from the public is the main issue. Problems may come in that are not within the purview of the engineering department.

Ability to solve issues or offer innovative ideas: DEA can work with the City to find the best solution to address the concern. DEA will be able to provide an outside perspective and possibly find a different solution than used in the past.

TASK #12

Provide engineering input and review of upcoming City Master Plans.

Tasks and Activities:

- Review master plans that are prepared for the City
- Provide feedback and recommendations

Key Team Member: Sarah Jones and Andrew Mortensen

Knowledge of type of work: Sarah has experience designing various project types. DEA has subject matter experts available to provide input on any review the City may need. Prior to joining DEA, Andrew authored the City's Transportation System Plan and Transportation Systems Development Charge and has periodically provided City staff with historical context and references for each.

Anticipated issues: Master plans presented do not align with current standards or other master plans adopted by the City.

Ability to solve issues or offer innovative ideas: DEA can help find solutions that align with the needs of the City while moving the process forward.

TASK #13

Assist with RFP's for consultant procurement for upcoming engineering projects.

Tasks and Activities:

- Work with the City and stakeholders to understand project needs
- Assist with scoping of projects for use in RFPs
- Work with City staff to prepare RFP based on a template to provide an RFP that solicits favorable responses

Key Team Member: Sarah Jones

Knowledge of Type of Work: DEA regularly prepares scopes of work and responses to RFPs. We deeply understand the level of effort needed to respond to an RFP. We have been exposed to various well-written RFPs and can provide the City examples of similar RFPs for guidance.

Anticipated issues: Requested level of detail does not match with the scope of work requested.

Ability to solve issues or offer innovative ideas: DEA will collaborate with the City to produce a well-written RFP. Bringing the consultant's perspective to the process will help the City align the RFP with the project's needs.

TASK #14

Provide mentorship for engineering project managers and technicians.

Tasks and Activities:

- Meet with staff to understand mentorship needs and goals
- Develop tactics to achieve their goals
- Be available to answer questions or provide feedback and advice whenever needed by phone, email, and in person
- Follow up with staff to review progress and develop strategies to overcome issues

Key Team Member: Sarah Jones

Knowledge of type of work: Sarah is very passionate about mentorship and is excited about the possible opportunity to mentor City staff. Sarah acts as a mentor in many capacities currently:

- Mentoring her direct reports
- Mentoring DEA staff who are looking for professional growth and guidance
- Co-leading DEA's emerging professionals group

which includes staff from across the west coast

- Serving as the President of the MECOP board of directors, she runs a program that places about 600 students from Oregon universities in internships with dedicated mentors

Anticipated issues: Every mentorship relationship is unique with its own set of challenges. Tackling this is part of what makes the subject so exciting to Sarah.

Ability to solve issues or offer innovative ideas: Sarah draws from her background to cater to each individual's needs and learning style.

TASK #15

Perform other additional tasks to support City staffing needs.

Tasks and Activities:

- DEA has performed varied tasks for the City, including overlay plan set, possible culvert failure inspection, assisting with Safe Routes to Schools Grant, and reviewing developer submittals

Key Team Member: Sarah Jones

Knowledge of type of work: DEA has been providing support on any tasks requested by the City as they arise. DEA is available and adaptable to respond to the varied needs of the City.

Anticipated issues: The main issue with these tasks is timing and the need for expertise that is not currently available within the City.

Ability to solve issues or offer innovative ideas: DEA can quickly respond to these requests, and if one of the team's key members is not the subject matter expert, we can find someone within our team.

Overall Approach to Project Management

DEA's overall project management approach will serve the City's needs with responsive, efficient, and cost-effective service, with a focus on the following:

- **Maintaining Effective Communications with the City:** As we are currently doing, we will be available to respond quickly to any requests from the City.
- **Functioning as an Efficient Extension of City Staff:** DEA staff have an established working knowledge of City processes and are technical experts in their field. We operate as an extension of City staff through collaboration and teamwork.
- **Acting in the City's best interest:** We are accountable for our work, and DEA understands

the importance of acting in the City's best interest and serving the public good.

- **Delivering Quality Reviews and Products:** Everything prepared for the City has been prepared with quality control.

To set our team up for success, we will follow the four core project management procedures for directing work based upon the functions of planning, organizing, leading, and controlling. All four primary functions assist the project manager in effectively directing the work. At the onset of a new task order, Sarah will work with the City to determine the appropriate internal task manager and technical resources to complete the project. Our dedicated task managers will actively manage the project scope, schedule, and budget while remaining engaged with the day-to-day work to guarantee all aspects of the work are well-coordinated.



Approach To Organize And Accomplish Each Task

The key to accomplishing the tasks listed in the scope of work is to keep open and regular communication with the City Project Manager, Anne Pagano, and other City staff as needed. Timely responses to requests while always working in the City's best interest will continue to be a top priority.

Identify Proposer's Team Members and Resources Assigned to Each Task

DEA's key team members are listed in each task above with a full biography are listed under the project team experience section.

Completing The Tasks And Activities In A Timely Manner And Control Costs

Sarah will work with the staff on assigned tasks about the expected budget. She will communicate budget expectations and will perform weekly budget reviews.

Approach To Unanticipated Issues

If an unanticipated issue arises, DEA will work with the City to mitigate the problem. We will monitor concerns and opportunities and make updates based on learned information. We will develop strategies to address each issue in advance and communicate with City staff.

Quality Assurance And Quality Control Procedures

DEA's highest priorities are providing client satisfaction and service, delivering quality products, and controlling project costs. Our quality control efforts will rely on a solid foundation of communication with City staff to establish an agreement. This communication will identify issues early to support a quick resolution and avoid incorrect assumptions.

Quality Manager (QM), Steve Harrison, PE, has served as the QM for more than 20 state and local agency projects. He is a leader in developing DEA's quality management standards and procedures locally and firmwide. With assistance from task managers, Steve will oversee the development and implementation of standard QA/QC measures for each task order on this on-call. He will confirm that DEA's Quality Control (QC) program is implemented so that work products are completed to an established level of quality, following the City's design standards, checklists, and QC verification memos.

APPROACH AND ABILITY TO INTERACT AND ENGAGE STAKEHOLDERS

Engaging stakeholders on any project is critical to building and maintaining. The key stakeholders on this project will be City staff and the public. Sarah will maintain regular and timely communication with Anne Pagano, the City's project manager, and other staff as needed. When the need arises for public communication, DEA has a public outreach team available for anything large enough that support is needed. Our team brings a wide variety of experience to performing community outreach and obtaining meaningful feedback through transparent outreach efforts.

POINTS OF INPUT AND REVIEW WITH CITY STAFF

This project will provide multiple opportunities for input and review with City staff. Points of input and their benefits to the City include:

- Being present in the Community Development Center to mentor staff and provide input.
- Prompt response to any request that comes in from the City.
- Monthly progress reports included with monthly invoices.



DEA's varied project experience reflects our current work with not only the City but also our vast experience with municipalities across Oregon. We have experience with a variety of on-call and owner's representative projects.

Firm Information

DEA was founded as a two-person land development firm in 1976 and is headquartered in Portland, Oregon. Other Oregon offices include Salem, Corvallis, and Bend. DEA has grown into one of the largest local multidiscipline consulting companies in the Pacific Northwest and is regarded as a national leader in sustainable design and management solutions. By combining the talents of architects, engineers, landscape architects, planners, scientists, and surveyors, DEA provides clients with award-winning approaches to deliver complex transportation, land development, and water resources projects. As a result, the company has consistently ranked among Engineering News Record's Top 100 Pure Design firms in the U.S. and is consistently ranked as one of the 100 Best Companies to work for in Oregon.



Firm Size: DEA has more than 900 full-time employees.

Office Locations: DEA has 30 office locations across the U.S., including Salem, Portland, Corvallis, and Bend in Oregon.

Relevant Capabilities and Resources: The DEA team has more than 350 staff in Oregon who can provide civil engineering, bridge engineering, transportation planning and traffic engineering, natural resources and environmental documentation, survey, and other specialized services. We can use these resources to support any project. We also utilize the specialized services of our trusted subconsultant, DKS, to supplement traffic engineering services.

Relevant Work Experience

DEA has a long and successful history of delivering services to nearly every local agency in Oregon, including providing support through the following on-calls and owner's representative projects:

Local Agencies:

- **City of Portland Bureau of Transportation** — On-Call for Street Design, Structural Engineering, and Transit Planning
- **City of Hillsboro** — On-Call for Civil, Structural, Traffic, and Transportation Engineering
- **Washington County** — On-Call for Civil, Structural, and Traffic Engineering
- **Tualatin Hills Park and Recreation District (THPRD)** — ADA On-Call
- **Portland Parks** — On-Calls Civil and Landscape
- **Multnomah County** — Transportation Planning On-Call

Statewide Agencies:

- **ODOT and Local Agency** — Full-Service On-Call for Transportation Projects
- **ODOT and Local Agency** — Transportation On-Call Construction Contract Administration/ Construction Engineering & Inspection Services
- **ODOT** — On-Call for Statewide Major Bridge Inspection and Load Rating Services
- **ODOT** — ADA On-Call for Design and Support Services
- **ODOT** — On-Call for Transportation and Land Use Planning
- **FHWA Western Federal Lands Highway Division** — Indefinite Delivery/Indefinite Quantity (IDIQ)

Owner Representative Projects:

- **Multnomah County** — Sellwood Bridge Replacement
- **ODOT** — I-5 Rose Quarter
- **Multnomah County** — Earthquake Ready Burnside

Three Example Projects

The following three examples represent projects that best characterize our experience with the work being requested within the last five years.

Consulting Services On-Call

McMinnville, OR | 2/2019-Present

DEA has 7 task orders under this on-call contract with the City, and two additional task orders are pending. Specific to this RFP, we are currently providing services similar to the scope of work requested under tasks 3 and 5. Those task orders include:

1. Transportation analysis of proposed Kimco land use application
2. Scoping City traffic impact analysis policy
3. City engineer support for plans and plat review and signature
4. Springs Living and DRA Land Traffic impact analyses review and 3MLAP public hearing support
5. Public works staffing support
6. 3MLAP City Council public hearing assistance (pending)
7. Additional traffic impact analysis review (Pending)

Type: On-Call Consulting Services

Work Quality: As outlined in detail in the previous section, DEA has a robust QC process that is followed on every project. We pride ourselves on delivering quality work to our clients.

Cost Control: Weekly budget review to manage burn rate and budget. Coordination with City on the remaining budget for ongoing tasks.

Project Team and Role: Andrew Mortensen – Project Manager, Sarah Jones-Task lead for City engineer and public works staffing support tasks

Anne Pagano, PE, City of McMinnville Public Works Director

Address: 230 NE Second Street,
McMinnville, OR 97128

Phone: 503.434.7312

Email: anne.pagano@
mcminnvilleoregon.gov

TMDL Plan Implementation Assistance

McMinnville, OR | 8/2022-Present

DEA assisted the City in reviewing the proposed TMDL Implementation Plan prepared by the TMDL consultant to confirm the plan complies with Oregon DEQ requirements. We coordinated with the City on plan development as it relates to public outreach, training, record keeping, code updates, permitting requirements, “Good Housekeeping” manual development, and preparation of a template for DEQ annual report.

Type: On-Call Consulting Services

Work Quality: As outlined in detail in the previous section, DEA has a robust QC process that is followed on every project. We pride ourselves on delivering quality work to our clients.

Cost Control: Weekly budget review to manage burn rate and budget. Coordination with City on remaining budget for on-going tasks.

Project Team and Role: Sarah Jones – Project Manager, Steve Harrison – Project Engineer

Anne Pagano, PE - See contact information listed to the left.

ADA On-Call

Beaverton, OR | 7/2018-Present

DEA provides responses and clarification from reviewing ADA related questions, goes on site visits to visually assess site elements for accessibility, attends staff meeting as requested, and makes presentations about accessibility and ADA guidelines to THPRD staff.

Type: On-Call Support Services for ADA Projects

Work Quality: As outlined in detail in the previous section, DEA has a robust QC process that is followed on every project. We pride ourselves on delivering quality work to our clients.

Cost Control: Regular budget review to manage burn rate and budget. Coordination with THPRD on remaining budget for on-going tasks.

Project Team and Role: Sarah Jones – Project Manager

Gery Keck, THPRD Design & Development Manager

Address: 6220 SW 112th Avenue, Suite 100,
Beaverton, OR 97008

Phone: 503.629.6305 x2855

Email: gkeck@thprd.org



DEA proposes the following team to be responsive to the requested services. We selected each team member based on their performance on similar types of work, adherence to quality, and attention to schedule and budget. The DEA team has the flexibility of availability and additional staff as needed.

SARAH JONES, PE | Project Manager



Sarah is a professional engineer with 14 years of experience managing various land development and accessibility projects. She is responsible for leading teams on projects from concept through permitting and construction, including grading and erosion control design, stormwater conveyance and quality design, sanitary sewer, domestic and fire system design, and roadway design. She is passionate about site accessibility and specializes in accessibility assessments and design. She is also the civil engineering group leader for the Oregon region, where she is responsible for the mentorship and management of engineers in her group.

Education: BS, Civil Engineering, Oregon State University

Registration: Professional Civil Engineer, Oregon

Current and Anticipated Assignments: Civil Group Leader, DEA Portland, 25%

Life Time, Beaverton, 5%
Peterkort Development, Beaverton, 20%

Other small projects, 15%

Time Devoted to this Project: 35% (can vary as needed)

Project Roles and Responsibilities: As the project manager, Sarah will initiate work and be the day-to-day contact for the City project manager, Anne Pagano. She will disseminate project information and updates to each project team member as needed. Sarah will proactively monitor the project team and work progress. She will conduct internal team meetings so that all team members are fully informed of the City's expectations and standards, the project budget, and the delivery schedule. Sarah will conduct a weekly review of project charges and assess the effort being expended on each task relative to the actual project needs.

Unique Attributes and Expertise: Sarah is currently serving as the city engineer, helping with tasks such as Safe Routes to Schools grant applications, plan reviews, and slurry seal plans. Mentorship is a big part of her job at DEA and her work as President of the MECOP program.

Extent of Project Manager Involvement: Sarah is a hands-on project manager and will serve as the day-to-day contact for the City. She will be present in the City office at least once every other week to mentor staff and be available to jump on requests from the City when needed. She will coordinate support from other DEA staff as is necessary to support tasks and questions that the City requests.

Relevant Work Experience

City of McMinnville Consulting Services

Sarah is acting as the city engineer under the existing Consulting Services On-Call contract. Her tasks include reviewing plans or reports as requested by the City, as well as reviewing and signing plats. She provides support as requested for tasks like the Safe Routes to Schools grant applications and coordinates DEA staff when needed to augment City staffing needs like inspections.

THPRD ADA On-Call

Sarah is the project manager for an ADA on-call contract with THPRD. Work includes reviewing ADA related questions and providing responses and clarification, conducting site visits in order to visually assess site elements for accessibility and ADA compliance, attending staff meetings as requested, and making presentations about accessibility and ADA guidelines to THPRD staff.

City of McMinnville TMDL Plan

Sarah is the project manager assisting the City in reviewing the proposed TMDL Implementation Plan prepared by the TMDL consultant to confirm the Plan complies with Oregon DEQ requirements.



Andrew brings more than 38 years of experience and has led multidisciplinary consultant teams in multimodal transportation planning with emphasis on sustainable community and environmental justice. He has managed the development of multimodal capital improvement plans, transportation system plans, transit plans, and ADA Title II pedestrian plans. Andrew routinely applies Complete Street design and traffic calming policy and guidelines to facilitate increased walk, bicycle, and transit travel. He has developed captivating, short-story format plans and guidelines for public and agency readers. Andrew has a knack for communicating complex multimodal transportation data with compelling graphic summaries for effective public engagement.

Education: MA, Geography (Focus on Transportation Planning), University of Akron

Current and Anticipated Assignments:

ODOT Intermodal DBE, OR Statewide, 5%

Mt. Hood Transit Hub Study, Clackamas County, 5%

TriMet Public Transportation Improvement Plan, Portland, 10%

Grants Pass On-Call Planning Services, 5%

Oregon Passenger Rail Plan, OR Statewide, 10%

Time Devoted to this Project: 10%

Project Roles and Responsibilities: As DEA's team advisor and agreement quality control, Andrew will occasionally check in with Sarah and the City to solicit feedback on the DEA team's performance and monitor the status of schedule progress and expenditures versus budget. He also provides another independent point of contact for any staff concerns or if Sarah is unavailable.

Unique Attributes and Expertise: Andrew has extensive experience in multimodal transportation planning with emphasis on sustainable community and environmental justice. He has managed the development of multimodal capital improvement plans, transportation system plans, transit plans, and ADA Act Title II pedestrian plans. Andrew routinely applies complete street design and traffic calming policy and guidelines to facilitate increased multimodal travel. He has a knack for communicating complex multimodal transportation data with compelling graphic summaries for effective public engagement.

Extent of Principal Involvement: Andrew will actively assist and advise our team and City staff on transportation planning topics related to the City's TSP, Transportation Systems Development Charge, Three Mile Lane Area Plan outcomes, and other private development-related issues and studies.

Relevant Work Experience

McMinnville Three-Mile Lane Overlay Plan

Andrew was the consultant team transportation lead and TGM contract manager for the recently completed Three Mile Lane Area Plan. He led the plan's multimodal analyses, travel demand model demographic data development, future transportation systems analyses, and preparation of the preferred transportation facility and plan. Andrew helped the city and ODOT facilitate technical and citizen advisory community

input and guidance, in-person and online public meetings, and City Planning Commission and Council meetings and public hearings.

McMinnville TSP

Andrew authored McMinnville's multimodal transportation system plan in 2010, including project plans and policies to guide growth, specifically in the city center area. Detailed traffic analyses were performed using Synchro for a set of 20 intersections in the study of several city center street network options.

City of McMinnville Consulting Services

Andrew is point of contact and McMinnville's on-call agreement manager for DEA. He coordinates planning, traffic engineering, engineering professional services, and staff augmentation task orders.



Steve is a DEA project manager with 28 years of experience in civil engineering and site development. He is responsible for planning, design, permitting, project coordination, and construction services for infrastructure and development projects. He continues to distinguish himself by specializing in environmentally sustainable projects that create a sense of community ownership while remaining economically viable. His technical experience includes site design, earthwork balancing, drainage design, and construction sequencing.

Education: BS, Civil Engineering, Portland State University

Registration: Professional Civil Engineer, Oregon

Current and Anticipated Assignments:

Ilani Convention Center, Ridgefield, WA, 10%

Ilani Hotel, Ridgefield, WA, 10%

TriMet Powell Garage, Portland, 10%

TriMet Columbia Bus Facility, Portland, 20%

Time Devoted to this Project: 10%

Project Roles and Responsibilities: As QA/QC manager, Steve will oversee development and implementation of standard QA/QC measures for each task order on this on-call.

Unique Attributes and Expertise: Licensed professional engineer, 28-years of experience in civil engineering and site development with McMinnville experience.

Relevant Work Experience

Linfield College Master Plan

Steve served as the project engineer for the master planning project at Linfield College, which consisted of remodeling two existing buildings on campus, two new buildings, and six new student apartment complexes. This project also had City of McMinnville public street improvements and two additional acres of new parking. The remodeled buildings were two existing Hewlett Packard buildings which became the new James F. Miller Arts Center and the new campus Library. The proposed buildings were the Music Building, Post Office/Commons Building, and the six new student housing apartments.

City of McMinnville TMDL Plan Implementation Assistance

Steve is serving as project civil engineer assisting the City review the proposed TMDL Implementation Plan prepared by the TMDL consultant to confirm the Plan complies with Oregon DEQ requirements.



Scott is a senior project manager and transportation engineer at DKS. He brings over two decades of experience managing numerous on-call contracts for public agencies in Oregon and Washington. He is experienced at presenting detailed technical information to non-technical audiences for cities and other agencies. He has also presented numerous times to Planning Commissions and City Councils. In addition, Scott has significant experience identifying and implementing pedestrian safety improvements from both the planning and design phases. This experience is built from supporting local and state agencies, which gives him a strong understanding of Oregon's transportation network.

Education: BS, Civil Engineering, Portland State University

Registration: Professional Civil Engineer, Oregon Professional Traffic Operations Engineer

Current and Anticipated Assignments: ODOT Cordon Road Corridor Study , 20%

ODOT Marion County Transportation Safety Action Plan, 20%

City of Turner Transportation System Plan, 20%

ODOT Salem Keizer TSAP, 10%

ODOT OR211 RSA, 15%

Time Devoted to this Project: 15%

Project Roles and Responsibilities: Scott will assist the DEA team and the City with traffic engineering needs that include corridor and intersection safety studies; traffic operations analyses; signal timing; transportation planning for future developments; transportation related design projects (traffic signals, illumination, pedestrian crossings, communication systems, signing and striping); and multimodal analyses.

Unique Attributes and Expertise: Scott is experienced with managing numerous corridor and intersection safety studies, traffic operations analyses, safety-related design projects, and multimodal analyses. He excels at presenting detailed technical information to non-technical audiences and is comfortable facilitating planning commission and city council meetings. Scott has significant safety experience identifying and implementing enhanced pedestrian crossing options from both the planning and design aspects. His background in planning and designing transportation safety solutions gives him a wide range of expertise that benefits local and state agencies.

Relevant Work Experience

City of Wilsonville Transportation Consultant of Record
For over two decades, Scott has been the Lead Transportation Project Manager for the County providing transportation engineering and planning services on an on-call basis. He has prepared over 200 transportation studies for developments and managed various other tasks including capacity analysis, turn-lane needs, traffic signal design, lighting design, traffic signal timing and optimization, temporary traffic control, signing and striping design, and bicycle and pedestrian planning and design.

City of Salem On-Call Consultant of Record for Traffic Engineering Services
Scott has served as project manager for the City's Traffic Engineering Consultant of Record (COR) since 2002. Services include a wide variety of traffic engineering, transportation planning, traffic engineering design, communications design and traffic signal system projects. Scott has developed an excellent working relationship with the City's transportation and project management staff and has completed a significant number of projects within downtown Salem.

Marion County Transportation On-Call
Scott has provided oversight on four on-call assignments for the City. These on-call projects have included capacity analysis, turn lanes analysis, street lighting photometric analysis, pedestrian access, bicycle networks, and presentations and testimony at public hearings.



Exception to City of McMinnville Professional Services Agreement

Section 7. Subcontractors and Assignments

~~Consultant shall not subcontract with others for any of the Services prescribed herein.~~ Consultant shall not assign any of Consultant’s rights acquired hereunder without obtaining prior written approval from the City. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City. Consultant hereby represents that no subcontractors will be used on the Services unless first preapproved, in writing, by the City.

Section 10. Contract Requirements Applicable to All Task Orders

~~10.3.— Consultant shall only repair, replace, upgrade, or install Services that are instructed to be done.~~

~~10.4.— All repairs will be left in a clean, safe, and workable condition.~~

~~10.6.— Consultant will be required to diagnose the problem and make the necessary repairs as soon as possible and within the on-call timeframes identified on Exhibit C.~~

~~10.8.— It will be Consultant’s responsibility to leave the area in a clean, “broom swept” condition. Consultant must remove all debris generated while making repairs, replacements, or installations.~~

Section 11. Indemnity

11.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall ~~defend~~, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim ~~to the extent resulting or allegedly resulting~~ from Consultant’s negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, ~~or from Consultant’s failure to perform its responsibilities as set forth in this Agreement. ...~~ **Subsection 11.2.** ~~Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant.~~ As used herein, the term “Consultant” applies to Consultant and its own agents, employees, and suppliers.

Section 12. Insurance

12.1.1 The coverage shall be in the amount of \$2,000,000 for each occurrence and \$3,000,000 general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of \$2,000,000 per occurrence, Fire Damage (any one fire) in the minimum amount of \$50,000, and Medical Expense (any one person) in the minimum amount of \$10,000. ~~The required general liability limits may be satisfied in combination with an excess liability follow-form policy.~~ All of the foregoing coverages must be carried and maintained at all times during this Contract.

12.1.2 The Combined Single Limit per occurrence shall not be less than \$2,000,000, ~~which may be satisfied in combination with an excess liability follow-form policy.~~

12.1.4 Professional ~~Errors and Omissions~~ Liability Coverage. Consultant agrees to carry Professional ~~Errors and Omissions~~ Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than \$2,000,000 per claim ~~and in the aggregate~~. Consultant shall maintain this insurance for damages alleged to be as a result of ~~negligent acts~~, errors, or omissions, ~~or negligent acts~~ of Consultant.

12.2. Primary Coverage. The commercial general liability and automobile liability coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. ~~If insurance policies are “Claims Made” policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.~~

17.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract ~~provided that Consultant’s services must in all events be governed by the exercise of sound professional practices.~~

CITY OF McMinnville
PROFESSIONAL SERVICES AGREEMENT
ON-CALL CITY ENGINEERING SERVICES

This On-Call **City Engineering Services** Agreement (“Contract”) is made and entered into on this _____ day of _____ 2022 (“Effective Date”) by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **David Evans and Associates, Inc.**, a(n) Oregon Corporation (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the City requires on-call City Engineering services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Services

The City is periodically in need of a variety of City Engineer service calls, some of which may be on short notice. Consultant agrees to be available and to perform periodic on call services, as more particularly described in the Scope of Work, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Contract shall be from the Effective Date for a period of three (3) years (“Term”) or until the Compensation Amount is exhausted, whichever shall occur first. The City shall have the option to extend the term of this Agreement for up to an additional two (2) years, in one year increments, which extension(s) must be documented in writing and signed by the parties.

Section 3. Rates/Services Scope

3.1. The City has budgeted a maximum of One Hundred Thousand DOLLARS per year (\$100,000 per year) (“Compensation Amount”) for On-Call Services for the Term. On-Call Services will be provided on a time and materials basis, in accordance with the Rate Schedule set forth on **Exhibit B**. If Consultant charges for travel time, the amount charged for travel time or any mileage charged for travel time shall only be paid as set forth on **Exhibit B**. Otherwise, the

Rates on **Exhibit B** are all inclusive and include, but are not limited to, all expenses, wages plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits. Consultant will not provide or bill for services in excess of the Maximum sum of \$100,000.00 per year set forth above without a written amendment or authorization from the City Manager for such additional services and charges.

3.2. Consultant will be paid for a Service upon satisfactory completion of the Service and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

Section 4. Project Managers

The City's Project Manager is Anne Pagano. Consultant's Project Manager is Sarah Jones.

Section 5. Project Information

No information, news, or press releases related to the Scope of Work, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 6. Duty to Inform

If at any time during the performance of this Agreement or any future phase of this Agreement for which Consultant has been retained, Consultant becomes aware of actual or potential problems, faults, or defects in the Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager.

Section 7. Subcontractors and Assignments

Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City. Consultant is approved to use DKS as a subcontractor. Consultant hereby represents that no other subcontractors will be used on the Services unless first preapproved, in writing, by the City.

Section 8. Consultant Is Independent Contractor

Except as otherwise mandated by state law, the performance of Services under this Agreement is at Consultant's sole risk. All damages or loss to Services, equipment, or materials incurred during the performance of the Services shall be at Consultant's sole risk. Consultant is an independent

contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 3** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project. Consultant hereby represents that no subcontractors will be used on the Services unless first preapproved, in writing, by the City.

Section 9. Consultant Responsibilities

9.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

9.2. Consultant must comply with all Oregon and federal wage and hour laws, including the Bureau of Labor and Industries (BOLI) wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses. Unless otherwise expressly set forth on **Exhibit B** as a reimbursable expense item not included in the Compensation Amount, specific costs associated with items set forth in this subsection shall be deemed as fully and conclusively included in the rate upon which Consultant's Compensation Amount is based.

9.3. No person shall be discriminated against by Consultant in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. Consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Agreement or to the implementation of the Services. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Agreement or the implementation of the Services: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the

Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

9.4. Consultant shall make payment promptly, as due, to all parties supplying to such Consultant labor or material for the prosecution of the Services provided for in the Agreement.

9.5. Consultant shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Consultant, of all sums which Consultant agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

9.6. With certain exceptions listed below, Consultant shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

9.6.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

9.6.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

9.6.3. All work performed on the days specified in ORS 279C.540(1)(b) for public improvement contracts.

9.7. Consultant must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Services on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

9.8. The hourly rate of wage to be paid by any Consultant to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

9.9. Consultant, and all employers working under the Agreement, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

9.10. In the performance of this Agreement, Consultant shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Agreement, including but not limited to ORS 279C.525, if applicable. If new or amended statutes, ordinances, or regulations are adopted, or Consultant encounters a condition not referred to in this agreement not caused by Consultant, and that was not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Consultant shall have all the rights and obligations set forth in ORS 279C.525.

9.11. Consultant shall be liable for any fine imposed against Consultant, the City, or the Services as a result of a violation of any laws or permitting requirements by Consultant or any suppliers.

9.12. Consultant will work cooperatively with other contractors who may be working on the same project and other contractors working on other on-call services for the City.

Section 10. Contract Requirements Applicable to All Task Orders

10.1. All Services shall comply in every respect with City and State building code requirements, City of McMinnville Public Works Standards, and all applicable Oregon laws.

10.2. Consultant shall have and maintain all licenses as may be necessary or required for the performance of the Services

10.3. If there are any questions regarding the Services to be done, it will be the responsibility of Consultant to contact the City's Project Manager and request clarification before proceeding.

10.4. In the event of accidental property damage, it will be Consultant's responsibility to return the property to its original condition, at no cost to the City.

Section 11. Indemnity

11.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall, defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim to the extent resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement. The review, approval, or acceptance by the City, its Contract Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this

Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 11.2**. As used herein, the term “Consultant” applies to Consultant and its own agents, employees, and suppliers.

11.2. Standard of Care. In the performance of the Services, Consultant agrees to use at least that degree of care and skill exercised under similar circumstances by members of Consultant’s profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant’s re-performance of any Services, even if done at the City’s request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant’s failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

Section 12. Insurance

12.1. Insurance Requirements. Consultant must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant’s activities or Services hereunder. The amount of insurance carried is in no way a limitation on Consultant’s liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

12.1.1. Commercial General Liability Insurance. Consultant shall obtain, at Consultant’s expense, and keep in effect during the term of this Contract, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an “occurrence” form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Contract and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. The required general liability limits may be satisfied in combination with an excess liability follow-form policy. All of the foregoing coverages must be carried and maintained at all times during this Contract.

12.1.2. Business Automobile Liability Insurance. If Consultant will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**, which may be satisfied in combination with an excess liability follow-form policy.

12.1.3. Workers Compensation Insurance. Consultant and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to

provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

12.1.4. Professional Liability Coverage. Consultant agrees to carry Professional Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim and in the aggregate. Consultant shall maintain this insurance for damages alleged to be as a result of negligent acts, errors, or omissions of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Contract, and coverage will remain in force for a period of at least three (3) years after termination of the Contract.

12.1.5. Insurance Carrier Rating. Coverages provided by Consultant must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

12.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in the Commercial General Liability and Automobile Liability insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Commercial general liability and automobile coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of McMinnville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies that does not meet the requirement of this agreement required hereunder.

12.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Consultant shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage to not meet the requirements of this Agreement during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the

City, requiring the carrier to notify the City of such termination or change in insurance coverage that does not meet the requirements of this Agreement, as provided above.

12.2. Primary Coverage. The commercial general liability and automobile liability coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance.

Section 13. Early Termination; Default

13.1. This Contract may be terminated for convenience at any time by the City. Upon such termination, Consultant will be paid to complete any Services in process and, thereafter, this Contract shall be deemed terminated.

13.2. This Contract may also be terminated if Consultant breaches this Contract and fails to immediately cure the breach within one (1) day of receipt of written notice of the breach from the City.

13.3. If the City terminates this Contract in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

13.4. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include, the day of termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

13.5. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof for which Consultant has received payment or the City has made payment.

Section 14. Suspension of Work

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of

such delay or suspension unless the reason for the delay is within Consultant's control. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay and compensation, if appropriate, as negotiated.

Section 15. Contract Modification

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Consultant.

Section 16. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, or submitted electronically with delivery receipt, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of McMinnville
Attn: Anne Pagano (anne.pagano@mcminnvilleoregon.gov)
230 NE Second Street
McMinnville, OR 97128

To Consultant: David Evans and Associates
Attn: Sarah Jones (sarah.jones@deainc.com)
2100 S. River Pkwy., Suite 100
Portland, OR 97201

Section 17. Miscellaneous Provisions

17.1. Integration. This Contract, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Contract shall control.

17.2. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

17.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

17.4. Adherence to Law. This Contract shall be subject to, and Consultant shall adhere to, all applicable federal and state laws, including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements.

17.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

17.6. Jurisdiction. Venue for any dispute will be in Yamhill County Circuit Court.

17.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such reasonable fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

17.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

17.9. Severability. If any provision of this Contract is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Contract shall remain in full force and effect, to the greatest extent allowed by law.

17.10. Modification. This Contract may not be modified except by written instrument executed by Consultant and the City.

17.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract provided the Consultant's services must in all events be governed by the exercise of sound professional practices.

17.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Contract, the first day from which the designated period of time begins to run shall not be included.

17.13. Headings. Any titles of the sections of this Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

17.14. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

17.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Contract gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

17.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

17.17. Interpretation. As a further condition of this Contract, the City and Consultant acknowledge that this Contract shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

17.18. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

17.19. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

17.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.

The Consultant and the City hereby agree to all provisions of this Contract.

CONSULTANT:

CITY:

David Evans and Associates, Inc.

CITY OF McMINNVILLE

By: _____ By: _____

Print Name: Sarah Jones Print Name: Jeff Towery

As Its: Associate As Its: City Manager

Employer I.D. No. 93-0661195

APPROVED AS TO FORM:

City Attorney
City of McMinnville, Oregon

Exhibit A

SCOPE OF WORK

1. Perform development reviews per City standards. May include review of plans, reports or calculations as submitted to the City for review.
 - a. Attend and provide comments at pre-application meetings, provide meeting minutes
 - b. Conduct a virtual meeting or phone call with staff to discuss comments if requested.
 - c. Perform secondary review to determine if previous comments have been adequately addressed.
 - d. If needed, meet with applicants to resolve issues with compliance with City standards.
2. Assist with reviews and management of public improvement projects including transportation, stormwater, wastewater and airport projects.
3. Assist with preparation of bid documents for public improvement projects. Projects may include transportation, utility, parks, buildings, or other public improvements.
4. Review, approve and sign Subdivision and Partition Plats.
5. Assist with Mercury Total Maximum Daily Load Plan implementation.
6. Provide Traffic Engineering review of development submittals and other traffic related concerns that arise within the City.
7. Perform administrative tasks including but not limited to drafting sewer and sidewalk letters.
8. Be present in the City's Community Development Center a minimum of one day every other week.
9. Prepare Staff Reports, Resolutions and other documents when required for City Council approval.
10. Represent the Engineering Division at City Council, Planning Commission, Airport Commission or other committee meetings as needed (in-person or virtual).
11. Assist with response to calls and concerns from the general public.
12. Provide engineering input and review of upcoming City Master Plans including the Wastewater Conveyance Plan update, Transportation System Plan update, and others.
13. Assist with RFP's for consultant procurement for upcoming engineering projects.
14. Provide mentorship for Engineering Project Managers and Technicians.
15. Perform other additional tasks to support City staffing needs.



**DAVID EVANS
AND ASSOCIATES INC.**

Exhibit B

Hourly Rate Schedule

Classification	Labor Billing Code	Hourly Rate
Admin 1	ADM1	\$ 92.00
Admin 2	ADM2	\$ 101.00
Admin 3	ADM3	\$ 112.00
Admin 4	ADM4	\$ 123.00
Admin 5	ADM5	\$ 136.00
CAD Tech 1	CAD1	\$ 95.00
CAD Tech 2	CAD2	\$ 102.00
CAD Tech 3	CAD3	\$ 113.00
CAD Tech 4	CAD4	\$ 130.00
CAD Tech 5	CAD5	\$ 136.00
Designer 1	DSG1	\$ 104.00
Designer 2	DSG2	\$ 116.00
Designer 3	DSG3	\$ 135.00
Designer 4	DSG4	\$ 149.00
Engineering Designer 1	END1	\$ 116.00
Engineering Designer 2	END2	\$ 130.00
Engineering Designer 3	END3	\$ 135.00
Engineer 1	ENG1	\$ 116.00
Engineer 2	ENG2	\$ 135.00
Engineer 3	ENG3	\$ 155.00
Engineer 4	ENG4	\$ 165.00
Engineer 5	ENG5	\$ 191.00
Engineer 6	ENG6	\$ 216.00
Engineer 7	ENG7	\$ 260.00
GIS Specialist	GISS	\$ 161.00
Landscape Architect 1	LAR1	\$ 119.00
Landscape Architect 2	LAR2	\$ 127.00
Landscape Architect 3	LAR3	\$ 138.00
Landscape Architect 4	LAR4	\$ 165.00
Landscape Architect 5	LAR5	\$ 219.00
Landscape Architect 6	LAR6	\$ 244.00
Planner 1	PLN1	\$ 127.00
Planner 2	PLN2	\$ 144.00
Planner 3	PLN3	\$ 156.00



**DAVID EVANS
AND ASSOCIATES INC.**

Hourly Rate Schedule

Classification	Labor Billing Code	Hourly Rate
Planner 4	PLN4	\$ 193.00
Planner 5	PLN5	\$ 219.00
Planner 6	PLN6	\$ 255.00
Project Accountant 3	PAC3	\$ 116.00
Project Accountant 4	PAC4	\$ 152.00
Project Coordinator 1	PJC1	\$ 94.00
Project Coordinator 2	PJC2	\$ 104.00
Project Coordinator 3	PJC3	\$ 112.00
Project Coordinator 4	PJC4	\$ 127.00
Project Coordinator 5	PJC5	\$ 150.00
Project Manager 1	PJM1	\$ 161.00
Project Manager 2	PJM2	\$ 191.00
Project Manager 3	PJM3	\$ 209.00
Project Manager 4	PJM4	\$ 219.00
Project Manager 5	PJM5	\$ 240.00
Project Manager 6	PJM6	\$ 260.00
Project Manager 7	PJM7	\$ 282.00
Scientist 1	SCI1	\$ 114.00
Scientist 2	SCI2	\$ 133.00
Scientist 3	SCI3	\$ 140.00
Scientist 4	SCI4	\$ 160.00
Scientist 5	SCI5	\$ 174.00
Scientist 6	SCI6	\$ 187.00
Structural Engineer 1	STE1	\$ 125.00
Structural Engineer 2	STE2	\$ 146.00
Structural Engineer 3	STE3	\$ 161.00
Structural Engineer 4	STE4	\$ 186.00
Structural Engineer 5	STE5	\$ 203.00
Structural Engineer 6	STE6	\$ 229.00
Senior Project Surveyor	SPSV	\$ 210.00
Survey Analyst 1	SAN1	\$ 119.00
Survey Analyst 2	SAN2	\$ 135.00
Survey Analyst 3	SAN3	\$ 148.00
Survey Analyst 4	SAN4	\$ 161.00
Survey Analyst 5	SAN5	\$ 177.00



**DAVID EVANS
AND ASSOCIATES INC.**

Hourly Rate Schedule

Classification	Labor Billing Code	Hourly Rate
Survey Party Chief 1	PCH1	\$ 104.00
Survey Party Chief 2	PCH2	\$ 116.00
Survey Party Chief 3	PCH3	\$ 130.00
Survey Party Chief 4	PCH4	\$ 138.00
Survey Party Chief 5	PCH5	\$ 151.00
Survey Supervisor	SSPV	\$ 270.00
Survey Technician 1	SVT1	\$ 104.00
Survey Technician 2	SVT2	\$ 120.00
Survey Technician 3	SVT3	\$ 128.00
Survey Technician 4	SVT4	\$ 137.00
Survey Technician 5	SVT5	\$ 161.00
Survey Technician 6	SVT6	\$ 172.00
Surveyor 1	SVY1	\$ 146.00
Surveyor 2	SVY2	\$ 161.00
Surveyor 3	SVY3	\$ 177.00
Surveyor 4	SVY4	\$ 192.00
Surveyor 5	SVY5	\$ 213.00
Traffic Engineer 1	TEN1	\$ 135.00
Traffic Engineer 2	TEN2	\$ 151.00
Traffic Engineer 3	TEN3	\$ 177.00
Traffic Engineer 4	TEN4	\$ 197.00
Traffic Engineer 5	TEN5	\$ 224.00
Traffic Engineer 6	TEN6	\$ 237.00
Traffic Engineer 7	TEN7	\$ 252.00

Expenses & Outside Services

Mileage	applicable current IRS
Outside Services/Subconsultant	Bill at cost with no markup
Internal Expenses	Bill at cost with no markup

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Vine to Vessel Vineyard LLC dba: Vine to Vessel
BUSINESS LOCATION ADDRESS: 1400 NE Alpha Drive
LIQUOR LICENSE TYPE: Winery Primary Location

Is the business at this location currently licensed by OLCC

Yes No

If yes, what is the name of the existing business:

Hours of operation: Sunday – Saturday 8am to 5pm
Entertainment: N/A
Hours of Music: N/A
Seating Count: N/A

EXEMPTIONS:
(list any exemptions)

Tritech Records Management System Check: Yes No

Criminal Records Check: Yes No

Recommended Action: Approve Disapprove



Chief of Police / Designee

City Manager / Designee

LIQUOR LICENSE APPLICATION

Page 1 of 3

Check the appropriate license request option:

[New Outlet](#) | [Change of Ownership](#) | [Greater Privilege](#) | [Lesser Privilege](#)

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

Winery

- Primary location
- Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

- Primary location
- Additional tasting locations: 2nd 3rd 4th 5th 6th

Limited On-Premises

Off Premises

Warehouse

Wholesale Malt Beverage and Wine

INTERNAL USE ONLY

Application received:

Minimum documents acquired:

LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received: 10/6/2022

Optional: Date Stamp

- Recommend this license be granted
- Recommend this license be denied

Printed Name

Date

Return this form to:

Investigator name:

Email:



STAFF REPORT

DATE: September 29, 2022
TO: Mayor and City Councilors
FROM: Rich Leipfert, Fire Chief
SUBJECT: Fire Department Consolidation Resolution # 2022-63:



COMMUNITY SAFETY & RESILIENCY

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

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

Report in Brief:

On August 17th 2022 the City Council had a work session on the Consolidation process and gave guidance to staff on several issues to move the project forward. At the time of that work session, we were operating under the assumption that a citizen petition process would be required. Since that time, the County Commissioners have agreed to support the city request to petition the Commission directly for an order that would allow the County Commissioners to initiate their process for adding a ballot measure for the May election. This will provide more time for educating the citizens rather than using the lengthy citizens petition process.

Background:

This process will include the City passing the resolution referring to the prospective petition to the County Commission for the County Order to place the ballot measure in the May election. The resolution, perspective petition, and feasibility statement meet the requirements for the formal request to the County Commissioners. During the Commissioners meeting there was an additional



request to have an IGA with the City for reimbursement to the County for the costs of the election. That draft IGA is in your packet. We also have authorized outside counsel to assist County Counsel in preparing documents for the County Orders required to initiate the Ballot measure.

Discussion:

During the City Council meeting of September 27th Council directed some language changes in the petition regarding the disposition of the Fire Station. The recommended language around that disposition is now included in the current resolution. In addition, there is one minor change in the last sentence due to statutory requirements. The long-term lease can only be a max of 99 years.

The City of McMinnville intends, upon formation of the McMinnville Fire District, to convey all McMinnville Fire Department personal property, vehicles, equipment, supplies, fire department liabilities, ambulance billing revenue and Volunteer LOSAP plan funds and the Main One Fire Station real property and all fire station improvements to the McMinnville Fire District. The City of McMinnville additionally intends to lease the existing McMinnville Fire Department Training area to the McMinnville Fire District for \$1.00 per year for ninety-nine (99) years;

The language in the petition regarding the Rural District asset transfer is from the resolution that was passed during their October 6th Board Meeting.

Attachments:

- Attachment #1: Resolution #2022-63
- Attachment #2: IGA with Yamhill County
- Attachment #3 Prospective Petition
- [Attachment #4 Resolution No. 2023-01](#)

Recommendation:

Staff recommends approval of Resolution #2022-63

RESOLUTION NO. 2022-63

A Resolution Authorizing Submission of and Supporting A Petition for Formation of a new Fire District Pursuant to ORS 198.800 to ORS 198. and a Ballot Measure for the Formation of McMinnville Fire District.

RECITALS:

Whereas, the City of McMinnville Fire Department provides fire and ambulance services to the City of McMinnville, Oregon, a municipal corporation of the State of Oregon; and

Whereas, the McMinnville Fire Department and, the McMinnville Rural Fire Protection District (the "Existing District"); have a singular and coordinated operations system to provide efficient and effective fire protection and emergency medical services within their respective municipal and rural fire district; and

Whereas, the City of McMinnville and the McMinnville Rural Fire Protection District (the "Existing Areas") desire to consolidate their operations and governing structures by the dissolution of the Existing District and the formation of a new protection fire district to be known as the McMinnville Fire District; and

Whereas, the Boards of Directors of the McMinnville Rural Fire Protection District intends to initiate a measure for voter approval of dissolution of the Existing District conditioned on simultaneous voter approval of the formation of the McMinnville Fire District; and

Whereas, the Board of the McMinnville Rural Fire Protection District has communicated to the City that it intends to propose a Plan of Dissolution and Liquidation which would convey all, assets, and liabilities of the Existing District to the McMinnville Fire District ensuring the reserve transferred at the time of creation of the New District be used for the exclusive purpose of building a future rural substation(s) that will clearly and unequivocally benefit the residents of the prior "Rural District" ~~funds are dedicated to substation construction that improves rural area fire and emergency services~~; and

Whereas, The City of McMinnville intends, upon formation of the McMinnville Fire District, to convey all McMinnville Fire Department personal property, vehicles, equipment, supplies, fire department liabilities, ambulance billing revenue and Volunteer LOSAP plan funds and the Main One Fire Station real property and all fire station improvements to the McMinnville Fire District. The City of McMinnville additionally intends to lease the existing McMinnville Fire Department Training area to the McMinnville Fire District for \$1.00 per year for ninety-nine (99) years; and

Whereas, Subject to the provisions of ORS 236.605 to 236.640, the employees of the City of McMinnville Fire Department shall be transferred to the McMinnville Fire District; and

Whereas, the Yamhill County Board of Commissioners has the authority pursuant to ORS 198.795 to 198.820 to approve an Order for Formation of the McMinnville Fire District providing for an election of the electors of the proposed McMinnville Fire District on the question of formation of the proposed district and the adoption of a permanent rate limit for operating taxes for the proposed McMinnville Fire District t; and

Whereas, the Oregon Constitution limits the general government tax rate on real property to \$10 per \$1,000 of assessed value and the general governmental tax rate in the City of McMinnville for fiscal year 2021-2022 is \$7.7596 per \$1,000 of assessed value ; and

Whereas, the attached Petition proposes a permanent tax rate for the proposed McMinnville Fire District of \$2.00 per \$1,000 of assessed value; and if the formation of the McMinnville Fire District had been undertaken prior to the current tax year the general government tax rate for McMinnville would be \$9.7596 per \$1,000 of assessed value and would not have caused compression of the general government tax rates for properties located within the City of McMinnville ; and

Whereas, the Yamhill County Commissioners have the statutory authority to approve an Order for Formation of the McMinnville Fire District and submit to the electors a Ballot Measure on the question of formation of the McMinnville Fire District; and

Whereas, the boundary of the proposed McMinnville Fire District is described on the Petition attached hereto as Exhibit A.

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

1. The City of McMinnville, Oregon hereby approves and authorizes submission of the attached Petition for Formation of the McMinnville Fire District to the Yamhill County Board of Commissioners requesting Board action to initiate the formation of the McMinnville Fire District.
2. The Mayor of the City of McMinnville is hereby authorized to sign the attached Petition on behalf of the City of McMinnville.
3. The City Recorder of the City of McMinnville, Oregon shall provide a certified copy of this Resolution and original Petition to the Yamhill County Board of Commissioners forthwith.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 11th day of October, 2022 by the following votes:

Ayes: _____

Nays: _____

Approved this 11th day of October 2022.

INTERIM MAYOR

Approved as to form:

Attest:

Interim City Attorney

City Recorder

**YAMHILL COUNTY, OREGON /
CITY OF MCMINNVILLE, OREGON
INTERGOVERNMENTAL AGREEMENT**

This agreement (“Agreement”) is between YAMHILL COUNTY (“County”), a political subdivision of the State of Oregon and the CITY OF MCMINNVILLE (“City”), a municipal corporation of the State of Oregon.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This Agreement is undertaken pursuant to ORS Chapter 190.010 and shall be effective on the date it is fully executed. It will terminate on December 31, 2023, unless modified by mutual agreement of the parties or earlier terminated pursuant to Section 10 of this Agreement.

2. Statement of Purpose.

Based upon the Petition of City, County has taken action to initiate formation proceedings for creation of a new fire district serving the area of the existing McMinnville Rural Fire District and the City of McMinnville. Formation proceedings will be undertaken in accordance with ORS 198.795 to 198.820. The purpose of this Agreement is to assure that the all out of pocket costs incurred by County in connection with such district formation proceedings and election shall be fully and promptly reimbursed in full by City to County.

3. Reimbursement of District Formation Costs.

By executing this Agreement City agrees to promptly reimburse County for all direct iexpenses incurred by County in connection with McMinnville Fire District formation proceedings.

4. Indemnity and Hold Harmless.

Consistent with this agreement and subject to the limitations imposed by the Constitution of the State of Oregon and the Oregon Tort Claims act, City and County shall each defend, save, hold harmless, and indemnify the other party from all claims, suits, injuries, actions of whatsoever nature resulting from or arising out of such party’s actions relating to the McMinnville Fire District formation proceedings.

5. No Third-Party Beneficiaries.

County and City are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are

individually identified in this Agreement and expressly described as intended beneficiaries of the terms of this Agreement.

6. Successors in Interest.

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

7. Termination.

- a. County and City, by mutual written agreement, may terminate this Agreement at any time.

- b. Either City or County may terminate this Agreement in the event of a material breach by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

8. Governing Law

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

9. Severability

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

10. Merger Clause

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

IN WITNESS WHEREOF, the parties have executed, or caused to be executed on the date indicated by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

YAMHILL COUNTY

CITY OF MCMINNVILLE

Approved:

Approved:

Commissioner

Mayor, City of MCMINNVILLE

Date

Date

Approved as to Form:

Approved as to Form:

County Counsel

Interim City Attorney

Attest: _____
City Recorder

PROSPECTIVE PETITION

Petition to the Yamhill County Board of Commissioners for the Formation of a Rural Fire Protection District

The City of McMinnville, by resolution of the City Council, hereby petitions the Yamhill County Board of Commissioners, pursuant to ORS 198.835, to initiate the formation of a rural fire protection district organized under ORS Chapter 478.

1 This Petition is filed pursuant to ORS 198.705 to 198.955 and ORS Chapter 478.

2. The name and principal act of all affected districts and counties are:

Yamhill County — ORS Chapter 201 through ORS Chapter 215
Chemeketa Community College -- ORS Chapter 341
Chemeketa Regional Library — ORS 357.417
Willamette ESD--- ORS Chapter 334
Yamhill County Soil & Water Conservation District — ORS Chapter 568
Ash Creek Water Control District — ORS Chapter 553
McMinnville School District -- ORS Chapter 332
Yamhill Carlton School District -- ORS Chapter 332
Amity School District -- ORS Chapter 332
Yamhill County Transit District – ORS Chapter 267
Yamhill County Extension Services _ ORS Chapter 451

3. This is a proposal for the formation of a rural fire protection district, the principal act of which is Chapter 478 of the Oregon Revised Statutes.

4. The Board of Directors of the proposed District will be elected and will consist of five (5) members elected at large.

5. The legal description of the proposed District is shown on Exhibit "A", attached to this Petition, and is depicted on the included map.

6. The territory of the proposed District is inhabited.

7. The name of the proposed District is the **McMinnville Fire District**.

8. The proposed permanent tax rate for operating taxes sufficient to support the services and functions described in the Economic Feasibility Statement for the proposed District is \$2.00 per one thousand dollars (\$1,000) of assessed valuation.

PROSPECTIVE PETITION

9. The proposed formation is subject to the following proposed terms and conditions:
 - a. Formation of the Fire District is subject to the public hearing process with the County Board specified in ORS 198.800, et seq.
 - b. Formation of the Fire District is subject to the voter approval, with the questions presented at the May 16, 2023, election.
 - c. Formation of the Fire District is subject to the concurrent voter approval of the dissolution of the existing McMinnville Rural Fire District.
 - d. Effective Date: The order forming Fire District will take effect on June 30, 2023, at 11:30 p.m. PST.
 - e. Employees: Subject to the provisions of ORS 236.605 to 236.640, the employees of the City of McMinnville Fire Department shall be transferred to Fire District.
 - f. Asset Transfer: All real and personal property and other assets of the McMinnville Rural Fire District and those assets of the City of McMinnville necessary for provision of fire and EMS services shall be transferred to and become the property of Fire District including transfer of the main fire station and a lease of the fire training area for a period of 99 years.
 - g. Debt Distribution: The Fire District will assume all fire protection related debt obligations of the City of McMinnville Fire Department and McMinnville Rural Fire Protection District. The City of McMinnville has an outstanding municipal loan for \$588,000 for fire apparatus. No other long term debt obligations will be assumed by the new district.
10. The Economic Feasibility Statement required by ORS 198.749 is attached hereto as Exhibit "B".
11. A portion of the proposed District is within the boundaries of a forest protection district established pursuant to ORS Chapter 477. Pursuant to ORS 478.150, the petitioners have conferred with the Oregon State Forestry Department in determining the boundaries and lands to be included within the proposed District. Petitioners will work with the Oregon State Forestry Department to obtain final approval of the boundaries and lands to be included within the proposed District.
12. The boundary of the proposed District includes the City of McMinnville. As required by ORS 198.720, the Resolution of the City of McMinnville approving the formation of the proposed District is made in conjunction with this petition. The City of McMinnville is the only incorporated city within the boundary of the

PROSPECTIVE PETITION

proposed District. City consideration and approval by resolution of the final Order of the County Board will occur contemporaneously with the County process, and must be attached to the County's Order.

13. The petitioners request that proceedings for the formation of the Fire District proceed.

DATED this 11th day of October 2022.

Remy Drabkin, Mayor

EXHIBIT A – LEGAL DESCRIPTION

Legal Description For:
McMinnville Fire District
Resultant Boundary as Modified
By ORDER NO. 76-174

Beginning at the Southeast corner of the Carlton Rural Fire District in the Northeast one-quarter of Section 1, Township 4 South, Range 4 West of the Willamette Meridian, Oregon; and running thence:

West with South line of said Carlton District to and along County road 70.0 chains to angle in road; thence Northwesterly along County road and over bridge 15.0 chains to angle in road; thence Westerly and Southwesterly along road 85.0 chains to the center of State Highway No. 47; thence Northwesterly following center of State Road No. 47, 72.0 chains to the North line of the J. W. Carse property, said point being 128.0 chains South of Main Street in the City of Carlton, Oregon; thence West 85.0 chains to the center of the North Yamhill river; thence Northerly following center of North Yamhill river to where said river intersects the East line of the J. W. Shelton D.L.C.; thence North 15.0 chains; thence West 35.0 chains to a County road; thence North 3.0 chains to angle in County Road; thence West along County road 40.0 chains to intersection of roads; thence South 16.0 chains to angle in road; thence West along County road 100.0 chains more or less to the Southeast corner of the August Romike property; thence North 12.0 chains to angle in Romike property; thence West 6.00 chains to angle in Romike property; thence North 28.0 chains to the Northeast corner of Romike property and the South line of the W. L. Adams D.L.C.; thence South 82° 00' West along South line of the Adams D.L.C., 40.0 chains to angle in South boundary of said Claim; thence North 77° 00' West along South boundary of Adams Claim, 25.0 chains to the line between Sections 25 and 26 in Township 3 South, Range 5 West; thence South along Section line, 81.0 chains to the 1/4 post between Sections 35 and 36; thence West 80.0 chains to the 1/4 post between Sections 34 and 35; thence South 20.0 chains to the Northeast corner of the Howard Bixler land; thence West 80.0 chains to the Section line between Sections 33 and 34; thence South 50.0 chains along Section line to where the Section line between Sections 3 and 4 crosses the County road; thence Southeasterly following County road approximately 40.0 chains to where county road crosses section line between Sections 3 and 10, in Township 4 South, Range 5 West, and being an angle corner of the Forrest Fire Patrol District; thence West 60.0 chains to the 1/4 post between Sections 4 and 9; thence South 40.0 chains to the center of Section 9; thence West 40.0 chains to the 1/4 post between Sections 8 and 9; thence South 40.0 chains to the southeast corner of Section 8; thence West 40.00 chains to the 1/4 post between Sections 8 and 17;

EXHIBIT A – LEGAL DESCRIPTION

thence South 40.0 chains to the center of Section 17;
thence West 40.0 chains to the 1/4 post between Sections 17 and 18;
thence South 60.0 chains;
thence East 40.0 chains to an angle in county road 20 chains South of the 1/4 post on the North line of Section 20 in Township 4 South, Range 5 West;
thence following county road Easterly and Southerly approximately 1-3/4 miles to the line between Sections 21 and 22;
thence South 90.0 chains to the southeast corner of Section 28;
thence West 100.0 chains to where Section line intersects the North line of the R. C. Combs D.L.C.;
thence North 60° 45' West along North line of the Combs Claim, 13.0 chains to the northwest corner of said Combs Claim;
thence South 21° 30' West with West line of said Combs claim, 81.0 chains to the S. W. corner of said Combs claim;
thence South 60° 45' East along South line of Combs claim and extending to County road, approximately 82.0 chains and being the Northeast corner of the Sheridan Rural Fire Patrol District;
thence Southerly along county road and the East line of the Sheridan District, 90.0 chains to the Southerly line of the James Coleman D.L.C.;
thence South 54° 00' East along said Claim line 15.0 chains to the Southerly corner of said Coleman claim;
thence South 38.0 chains to the southwest corner of Lot #7 of Section 9 in Township 5 South, Range 5 West, and the S. W. corner of Dave Waddell property;
thence East 40.0 chains to the southeast corner of the Waddell property;
thence North 40.0 chains to the East and West center line of Section 9;
thence East 28.0 chains to the 1/4 post between Sections 9 and 10;
thence North 20.0 chains;
thence East 20.0 chains;
thence South 84.0 chains to the North line of the Andrew Baker claim;
thence East 12.0 chains to the northeast corner of the Andrew Baker D.L.C.;
thence South 48.0 chains to the S. E. corner of the Andrew Baker D.L.C.;
thence Easterly along the county road approximately 70.0 chains to the intersection of county roads;
thence East along the north line of the Robert Henderson D.L.C. 49.56 chains more or less to the northeast corner of said claim;
thence South along the East line of the Henderson Claim to the section line between Sections 23 and 14 in Township 5 South, Range 5 West;
thence East along said section line between Sections 23 and 14, and Sections 13 and 24, Township 5 South, Range 5 West to a point in the center of the South Yamhill River;
thence Northerly following the center of the South Yamhill River to the west line of the A. E. Garrison D.L.C. at a point which bears North 23° West 23 chains from the southwest corner of said claim;
thence North 23° West along the west line of said Garrison D.L.C., to the Northwest Corner of said Garrison claim;
thence North 62° East along the North line of said Garrison claim to the west line of the John Monroe D.L.C.;
thence North along the west line of said Monroe claim to the south line of Lot 6 of County Survey No. 2476;
thence East along the south line of Lot 6, 837.41 feet to the Southeast Corner of Lot 6, also being the Southwest corner of Lot 5 of said County Survey No. 2476;

EXHIBIT A – LEGAL DESCRIPTION

thence North 1456.82 feet to the Northwest corner of said Lot 5, said point also being the northwest corner of that tract conveyed to Yamhill County as recorded in Film Volume 83, Page 8788, Deed and Mortgage Records, said point also being on the North Line of said Monroe Claim;

thence East along the North line of said Monroe claim to a point in the center of the South Yamhill River;

thence Easterly along the center of the South Yamhill River to the Northeast corner of said Yamhill County tract, said point being on the west line of the John William Crawford and Viola M. Crawford property as recorded in Film Volume 47, Page 1347, Deed and Mortgage Records;

thence North along said west line to the Northwest corner of said Crawford property, said point being on the North line of said Monroe claim;

thence South 88°41'48" East 115.69 feet along said north line;

thence North 49°28' East 23.55 chains to the most Northerly northeast corner of the Elmer E. and Hazell Shaver Property;

thence East along the north line of said Shaver property and along the section line between Section 6 and Section 7, Township 5 South, Range 4 West, being the north line of the McPhillips Farm, Inc. Property, 59.00 chains to the west line of U.S. Lot 3 of Section 6, Township 5 South, Range 4 West;

thence North along the West line of said Lot 3 to the Northwest corner thereof;

thence East along the North line of said Lot 3 to the Northeast corner thereof;

thence South along the East line of said Lot 3 and the West line of the William Garrison D.L.C to the intersection with the center of Salt Creek;

thence in a Southeasterly direction down the meanderings of the center of Salt Creek to the West line of the Maude Kneeder Robbins Tract as recorded in Volume 170, Page 670, Deed and Mortgage Records in and for Yamhill County;

thence North 8° East along the West line of the said Robbins Tract to the intersection with the West line of the Southern Pacific Railroad;

thence Southeasterly along the West line of said Railroad to the Westerly extension of the North line of the Lois M. and Huron W. Clough Tract, also being the South Line of Yamhill Street of Whites Addition to Whiteson;

thence South 89° 22' East along the South line of said Yamhill Street and North line of said Clough Property to the Northeast corner of said Clough Property, said point also being at the center of County Road 450;

thence Northwesterly along the center of said County Road 450 to the intersection with the center of Market Road No. 34;

thence Easterly along the center of said Market Road No. 34 to the northeast corner of the John Stephens D.L.C.;

thence South 75°34' East 5.72 chains along said center of Market Road No. 34 to the East line of a tract conveyed to George Joseph Goss and Rosalin Goss and Veral Goss and Lena Goss recorded in Volume 154, Page 756, Deed and Mortgage Records;

thence North along the East line of said Goss tract 14.15 chains to the northeast corner thereof;

thence South 57° 45' West 5.72 chains along the north line of said Goss tract to a point 10.275 chains North of the Northeast corner of said Stephens Claim;

thence North to the corner of Sections of 3, 4, 9, and 10 in Township 5 South, Range 4 West;

thence North 17° East 18.25 chains;

thence East 4.94 chains;

thence North 31.64 chains;

thence South 85° West 13.37 chains to a point on the East line of the Henry Hyde D.L.C that is North 16° West 8.00 chains from quarter section corner on the section line between Section 3 and Section 4, Township 5 South, Range 4 West of the Willamette Meridian;

thence North 18° 30' West along the East line of said Henry Hyde Claim to the Northeast corner thereof;

EXHIBIT A – LEGAL DESCRIPTION

thence North 87°30' West 325.79 Feet along the North line of said Henry Hyde Claim to the southwest corner of U.S. Lot 8 in Section 33, Township 4 South, Range 4 West;

thence North 7 Chains along the line between U.S. Lots 2, 7, and 8 in said Section 33 to the Northeast corner of said U.S. Lot 2, said point being on the South line of the Ephriam Ford D.L.C.;

thence East along the along the South line of said Ephriam Ford claim 23.70 chains to the Southeast corner thereof;

thence North 12° West 18 chains more or less along the East line of said Ephriam Ford Claim to the center of the South Yamhill River;

thence Easterly with the meanders of said South Yamhill River downstream to a point which bears North 17°30' East from the Northwest Corner of the Cyrus B. Hawley D.L.C. No. 67, being also an angle corner in the Richard Boothe D.L.C.;

thence South 17°30' West to the aforementioned northwest corner of the Cyrus B. Hawley D.L.C.;

thence South 23° 30' East along the West line of said Hawley Claim to an angle corner of said Hawley Claim, being also an angle corner in the County Road 463;

thence Easterly along the center of said County Road 463 to the West line of the William Graham D.L.C. No. 55;

thence South 4° 30' West along the West line of said Graham Claim to the center line of Star Quarry Road, County Road No.421;

thence Southwesterly along the center of said County Road 421 to the West line of the Plat of Woodland Heights Subdivision;

thence South 5°50'58" East along the west line of said Woodland Heights Subdivision to the Southwest corner thereof, said point being on the South line of the James McDonald D.L.C.;

thence South 85°30' East along said South line of McDonald Claim 48.54 chains to the S. E. corner of said claim;

thence North 4°00' East along the East line of said McDonald Claim 20.0 chains to the N. W. corner of Lot #1 of Walnut Hill Plat;

thence East 15.0 chains to the N. E. corner of Lot #15 Walnut Hill Plat;

thence South along East line of Walnut Hill Plat 65.0 chains to center line of county road;

thence Easterly along center of county road 40.0 chains to the intersection of County road and Secondary State Highway;

thence Northerly and following center of Secondary State Highway No. 154 and county road approximately 8 miles to center of South Yamhill River;

thence Westerly up center of Yamhill river to a point in line with the Westerly boundary of the City of Lafayette produced Southerly;

thence Northerly to and with the Westerly boundary of the City of Lafayette to the Northwest corner of City of Lafayette;

thence Easterly along the Northerly boundary of the City of Lafayette to center of Market road from Lafayette to Chehalem Valley;

thence Northerly along center of Market road 30.0 chains more or less to point due East of beginning;

thence West 10.0 chains more or less to the point of beginning.

EXHIBIT A – LEGAL DESCRIPTION

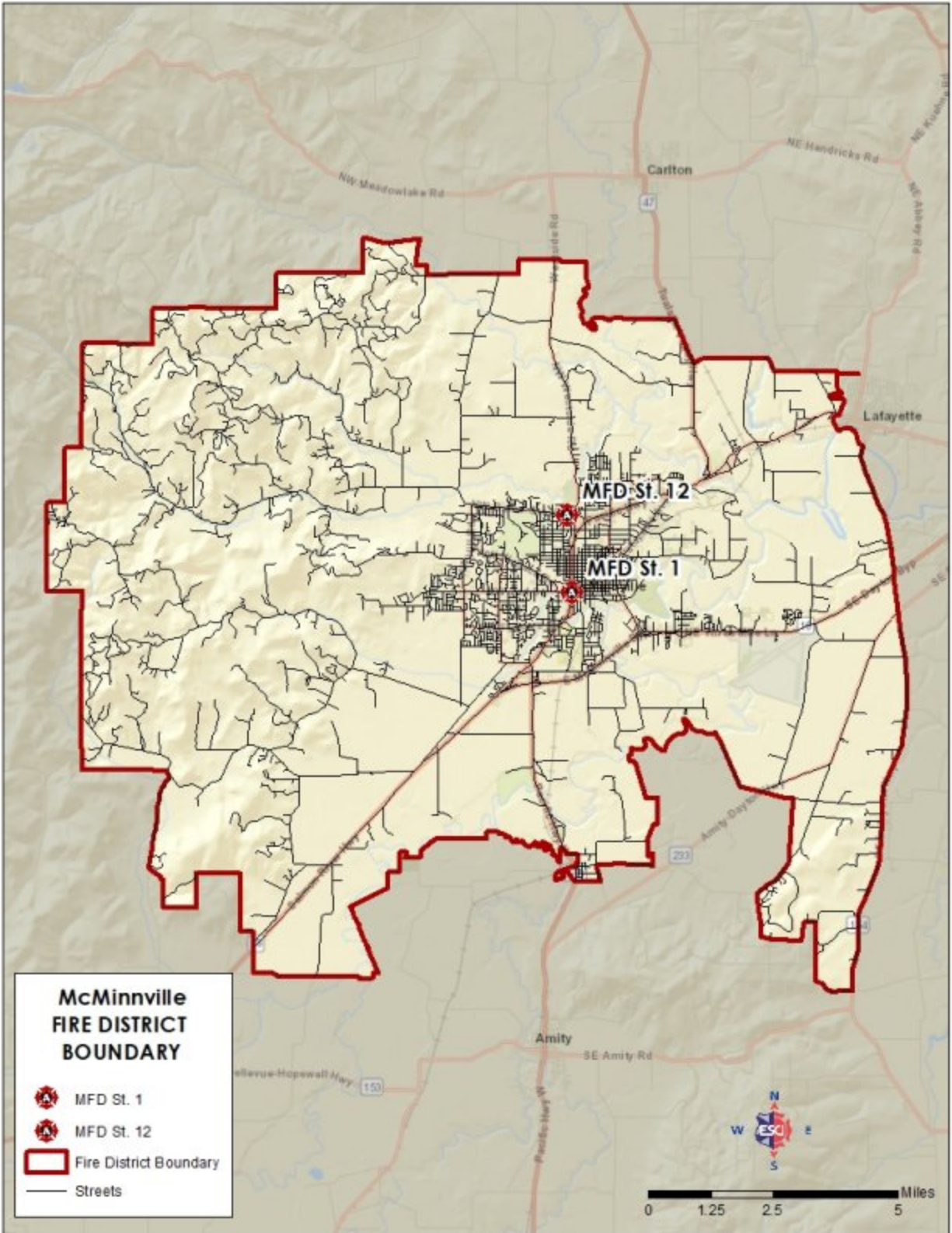


EXHIBIT B – ECONOMIC FEASIBILITY STATEMENT

Economic Feasibility Statement
for the Formation of

McMinnville Fire District

Fire District Economic Feasibility Statement

FEASIBILITY OF CREATING A NEW FIRE DISTRICT

The McMinnville Municipal Fire Department currently provides fire protection, emergency medical, and fire prevention services within the McMinnville City limits and the McMinnville Rural Fire Protection District boundaries.

Fire Services Evaluation and Recommendations:

The City of McMinnville Fire Department was founded prior to 1900. The Department is overseen by an appointed Fire Chief who answers to the McMinnville City Manager and elected seven-member City Council. Since 1945, City of McMinnville Fire Department entered into an Intergovernmental Agreement (IGA), with McMinnville Rural Fire Protection District for fire protection and fire prevention services. Additionally in 2018, the fire department was asked to evaluate the feasibility to consolidate or merge the municipal department and the rural fire protection district. Emergency Service Consulting, Inc. (ESCI), completed a “Consolidation Feasibility Study” in December 2020, which can be found on both the City’s and the District’s websites. The feasibility study included an analysis of the delivery of fire, emergency medical, and prevention services throughout many Yamhill and Polk County fire agencies, including McMinnville Fire Department and McMinnville Rural Fire Protection District response areas.

Emergency Services Consulting International and fire district formation consultants identified several deficiencies in the existing fire districts and identified several critical issues which should be addressed by the local communities.

EXHIBIT B – ECONOMIC FEASIBILITY STATEMENT

The following summarizes some of the findings:

Management and Governance:

The City of McMinnville Fire Department and McMinnville Rural Fire Protection District have outdated strategic plans or coordinated response plans that provide guidance for the future.

The separation of governing bodies creates management and budget inefficiencies and obstacles to implementing long-term improvements to facilities, fire apparatus, and equipment.

The City of McMinnville Fire Department and McMinnville Rural Fire Protection District funds are provided by a combination of City general fund dollars, ambulance fees, and miscellaneous revenues. The two fire agencies have been inadequately funded for many years resulting in a backlog of vehicle and equipment replacement, facility improvements and expansions (substations) and response personnel needs.

Fire District Safety and Operational Deficiencies:

The City of McMinnville Fire Department provides all operational and prevention services to both agencies. They have been experiencing a decline in volunteer fire and emergency medical responders. As these numbers continue to decline, service demands have increased resulting in a decrease service level. Although the City of McMinnville Fire Department has had some increase in career staff, the financial constraints of the current funding model leave it very understaffed for number of calls for service.

Regulatory agencies and courts hold small rural fire districts to the same training standards and operational requirements as all other districts, large or small, providing the same level of service.

The City of McMinnville Fire Department and McMinnville Rural Fire Protection District do not meet national standards for service due to call volume, concurrent calls and staffing levels.

Pre-incident plans have not been developed for all target hazards.

Fire District Facilities and Equipment:

The City of McMinnville Fire Department and McMinnville Rural Fire Protection District have one fire station and one substation. The main station is not reinforced for a seismic event and is subject to collapse during a major earthquake. The substation is a converted private residence and houses only an ambulance with a two-person crew.

The fire station has undersized or inadequate vehicle bays, equipment storage, training facilities, office, and meeting areas.

The City of McMinnville Fire Department has several fire response apparatuses that are at the end of life and need replacement.

EXHIBIT B – ECONOMIC FEASIBILITY STATEMENT

Volunteer and Career Firefighters:

Volunteer response is inconsistent and slow.

The City of McMinnville Fire Department and McMinnville Rural Fire Protection District frequently rely on other neighboring fire districts to have enough responders to manage an emergency incident or fire adequately and safely.

McMinnville has followed the national and local trend with a decline in volunteer responders. This trend initiated in the 1980's and continues today.

Additional staff and volunteers are needed to have sufficient personnel for a moderate to high-risk incidents.

Recruiting and retaining individuals willing to volunteer as firefighters has become more difficult for many reasons but is partially due to the time commitments for training and response just to meet statutory requirements.

Most career firefighters live outside these jurisdictions and are not available for emergency callback.

The City of McMinnville Fire Department has one main station and one substation staffed with 24-hour career personnel coverage. The main station has a 24-hour fire engine that often is staffed with two firefighters which falls below national safety standards. It houses three ambulances with two personnel that are all crossed trained medics/firefighters each and the substation houses an ambulance with two personnel. McMinnville Rural Fire Protection District has no stations, vehicles, or staff (volunteer or career).

Recommendations:

Consolidation of the Fire Department and Fire District will enhance operations, improve efficiencies and enable the new district to focus on providing excellent fire protection, emergency medical services, and fire prevention.

A new fire district, with a single governing body, is proposed as the most efficient and cost-effective way to organize fire, rescue, and emergency services for the new fire district area.

A new permanent tax rate will stabilize funding and is viewed as the fairest way to distribute costs among all property owners.

Proposed Fire District:

In May 2022, the City of McMinnville Fire Department and McMinnville Rural Fire Protection District agreed to pursue the creation of a new fire district to serve the citizens within the existing fire protection and emergency medical service areas of the City of McMinnville Fire Department and McMinnville Rural Fire Protection District.

EXHIBIT B – ECONOMIC FEASIBILITY STATEMENT

The strategic planning group established the following goals to be accomplished under the district formation proposal:

1. Simplify governance of the district.
2. Create an effective organizational structure.
3. Establish a stable revenue base sufficient to pay for:
 - operations
 - training
 - maintenance of facilities and equipment
 - asset replacement
 - capital purchases
 - ensure adequate staffing.
4. Provide the highest level of service to the community in a cost-effective manner.

The districts evaluated several options to achieve these goals. The final recommendation was to dissolve the existing City municipal fire department and the rural fire protection district and form a new fire district. The proposal for the new fire district assumes the following:

The new “Fire District” will provide fire protection, emergency medical services, and fire prevention within the boundaries of a new fire district. It will also provide emergency medical services to Ambulance Service Area (ASA) #2.

The City of McMinnville Fire Department will cease to provide fire protection services on June 30, 2023.

The McMinnville Rural Fire Protection District will be dissolved and cease to exist on June 30, 2023, and will eliminate its permanent tax rate of \$0.9735 per thousand.

The new district would assume responsibility for the debt owed by the City of McMinnville Fire Department for apparatus and equipment already purchased.

The City of McMinnville intends, upon formation of the McMinnville Fire District, to convey all McMinnville Fire Department personal property, vehicles, equipment, supplies, fire department liabilities, ambulance billing revenue, Volunteer LOSAP plan funds and the Main One Fire Station real property and all fire station improvements to the McMinnville Fire District. The City of McMinnville additionally intends to lease the existing McMinnville Fire Department Training area to the McMinnville Fire District for \$1.00 per year for ninety-nine (99) years.

The McMinnville Rural Fire Protection Fire District intends to propose a Plan of Dissolution and Liquidation which would convey all assets and liabilities of the existing District to the McMinnville Fire District, ensuring the reserve funds **transferred at the time of creation of the New District** be used for the **exclusive** purpose of building a future rural substation(s) **that will clearly and unequivocally benefit the residents of the prior**

EXHIBIT B – ECONOMIC FEASIBILITY STATEMENT

“Rural District”.. The reserve accounts will be allocated according to their dissolution plan.

A new tax rate of \$2.00 per \$1,000 will apply to all property within the newly created district. With an estimated 2023-2024 taxable assessed value of \$4,036,526,867. The new district will generate \$8,073,054 in property tax revenues during its first year of operation. Beginning balance, user fees, miscellaneous, contracted services and grants will provide an additional \$5,084,704 in revenue.

The advantages of creating a new fire district are:

One district operates the fire protection, fire prevention and emergency medical service. A new five-member board of directors will be elected in May 2023. The board will take office in July 2023.

Fire protection services will be provided by one agency to all properties within the new fire district boundaries.

Ambulance services will be provided by the new district to Yamhill and Polk Counties through Ambulance Service Area agreements.

Tax rates will be equalized for all properties within the district.

The revenues are sufficient to establish an equipment replacement program and capital reserve for the purchase of new fire stations, apparatus, and new safety equipment.

The revenues will pay for increasing response personnel, as well as administrative support staff including human resources, financial director, and information technology.

BALLOT MEASURES FOR THE MAY 2023 ELECTION

The City Council from the City of McMinnville Fire Department and the Board of Directors of the McMinnville Rural Fire Protection District moved to proceed with a proposal to create the McMinnville Fire District and calling for an election in May 2023.

The McMinnville Fire District will be formed if voters approve all the following ballot measures at the May 2023 election:

Shall McMinnville Fire District be formed, have a tax rate of \$2.00 per \$1,000 assessed value beginning fiscal year 2023-24, and assume responsibility for the McMinnville Fire Department debt of \$588,000.

Shall the McMinnville Rural Fire Protection District be dissolved? (Within the Rural Fire Protection District boundaries)

EXHIBIT B – ECONOMIC FEASIBILITY STATEMENT

If either of the proposed ballot measures are not approved, then the new fire district is not formed.

DESCRIPTION OF PROPOSED SERVICES AND FUNCTIONS TO BE PROVIDED BY THE PROPOSED DISTRICT (ORS 198.749(1))

The new district shall have all authority of a fire district pursuant to ORS Chapter 478.005 to ORS 478.965. Specifically, it is proposed that the district will perform both fire protection and emergency medical services. The new fire district will take over fire protection and emergency medical services for the entire district on July 1, 2023.

McMinnville Fire District Service Area

The district shall provide fire protection and emergency medical services for all inhabitants within the 95+/- square mile area of the new fire district. The permanent population for the district is approximately 39,896.

The district will provide fire protection, fire suppression, rescue, emergency medical, fire prevention, and public education services to approximately 6,000+/- commercial buildings. Fire and emergency medical services will be provided on Oregon State Highways including 12-miles Hwy. 18, 10-miles of Hwy. 99W, 3-miles of Hwy. 47, and 6-miles of Hwy. 233.

Fire Stations and Fire Apparatus

District offices will be in the existing City of McMinnville main fire station. The new district will have a total of two stations, with two of those stations having career personnel 24-hours per day. Plans include additional substations to improve response times throughout the new district.

Career Personnel and Volunteers

The new fire district will continue to heavily rely on its volunteers. All career and volunteer firefighters will meet State of Oregon and national standards in such areas as hazardous materials, rescue, emergency driving, safety equipment, first aid, building construction, incident command, and structural and wildland firefighting. The new district will add career staff to have a fully staffed 3-person engine and staffed 3-person truck company.

Calls for Service:

The City of McMinnville Fire Department and McMinnville Rural Fire Protection District respond to over 9,000 fire and medical response calls per year. A large percentage of all calls are responses are for emergency medical incidents, traffic accidents, and fire related emergencies. McMinnville Fire District career and volunteer staff have firefighters who have received training in specialized areas, such as vehicle extrication, rope rescue, wildland firefighting, and all hazards.

EXHIBIT B – ECONOMIC FEASIBILITY STATEMENT

The new district will continue to rely on volunteers to supplement the efforts of career staff. Many of the volunteer firefighters support the creation of a new district.

RELATIONSHIP TO OTHER GOVERNMENTAL SERVICES (ORS 198.749(2))

McMinnville Fire District will continue to have on-going working relationships with a variety of local governments and surrounding fire districts within Yamhill and Polk Counties, Grand Ronde, the State of Oregon, and many other local agencies.

McMinnville Fire District will also maintain our working relationship with the Oregon Department of Forestry and Bureau of Land Management for all forest lands and wildfire protection areas within the boundaries of the new fire district.

The petitioners believe the new fire district is a viable solution to ensure that adequate facilities, equipment, and staffing for fire protection and emergency medical services are available on a continued basis to all inhabitants within the fire district boundaries. The petitioners further believe the dissolution of the existing fire department and district and the formation of a new fire district will simplify government by eliminating unnecessary duplication of services. The creation of a new, larger fire district, offers an opportunity for greater control over the growth and direction of fire and emergency medical services to the inhabitants of the district. The elected board of directors will make all decisions for the new district. Providing fire protection, prevention, and emergency medical services will be the board's only concern.

BUDGET (ORS 198.749(3))

During its first year of operation, the annual operating budget for the district will be approximately \$13,473,935. The primary sources of revenue in the first year will be from property taxes and ambulance fees. Other general fund revenues will come from fire call response fees, interest earnings, donations, and miscellaneous revenues. A loan from, or IGA with, the City of McMinnville will be used to cover the gap until the property tax payments in December 2023.

The district proposes to use property taxes as a stable, long-term funding source to pay for the majority of its personnel, materials and services, and capital expenses. The district proposes to establish a permanent tax rate of \$2.00 per \$1,000 of assessed valuation. Collection of property taxes will begin in fiscal year 2023-2024. The assessed values (Measure 50 taxable value) of all property within the district are estimated to be \$4,036,526,867, in FY 2023-24. Based upon this value, the district will levy \$8,073,054 in property taxes. Other general fund revenues in the amount of \$5,084,704 will make up the difference between the operating budget and property tax receipts. See Appendix 1 & Appendix 2 for detailed first-year and third-year proposed budget.

Personnel Services:

The proposed budget anticipates the new district will continue with the current administrative staff consisting of a Fire Chief, Operations Chief, Fire Marshal, and Training Chief for the first three years as the fire district continues its path toward solidifying the organizational chart of the

EXHIBIT B – ECONOMIC FEASIBILITY STATEMENT

new fire district. The two agencies currently have joint policies, administration, operations, training, and logistics. The two agencies utilize the same volunteer association and will to continue to operate status quo.

In its first fiscal year, the new district will be composed of the following personnel:

Career Staff

- 1 - Fire Chief
- 1 - Assistant Chief of Operations
- 1 - Assistant Chief of Administration/Fire Marshal
- 1 - Assistant Chief of Training
- 1 - Office Manager
- 1 - Operations Support Specialist
- 1 - Deputy Fire Marshal
- 1 - Support Services Tech
- 3 - Battalion Chiefs
- 3 - Captains
- 3 - Apparatus Operators/Engineers
- 31 - Career Firefighter EMT/Paramedics
- 2 - Paramedic only

Volunteers

32-Volunteers

Personnel costs for the new district will be approximately \$8,658,208 in 2023-2024. This cost includes the additional funding for three support staff for the first year of operation. The work of these positions may be covered with professional services contracts until positions are filled.

Materials and Service:

Materials and service expenses will average \$2,132,339 per year. They include general office supplies, equipment supplies for the fire trucks and rescue vehicles, replacement equipment for firefighters, maintenance of vehicles, safety equipment, training, and general administrative expenses for insurance and audit. Legal and other professional services.

Capital Reserves and Debt Service:

The proposed budget is created with capital reserve funds to address future facility, apparatus, and major equipment improvements for the new district. The ESCI report identified significant deficiencies in fire apparatus, structural deficiencies, location, or capacity problems in all McMinnville fire stations.

The capital reserve fund will be established in FY 2023-2024 to finance fire apparatus, vehicles and major pieces of equipment. Annually there will be a \$250,000 transfer from the general fund into the capital reserve fund. The transferred funds will be placed in the capital reserve fund to purchase future apparatus, fire equipment, and substation development. The proposed district

EXHIBIT B – ECONOMIC FEASIBILITY STATEMENT

budget anticipates the district will purchase apparatus per its apparatus replacement plan. Please see Appendix 3.

Existing Debt:

The new district is required to assume all fire protection related debt obligations of the City of McMinnville Fire Department and McMinnville Rural Fire Protection District. The City of McMinnville has an outstanding municipal loan for \$588,000 for fire apparatus. No other long term debt obligations will be assumed by the new district.

Contingencies:

The budget includes a general fund operating contingency to cover unanticipated operating expenses. An amount between 4% to 5% of the estimated annual personnel and materials and services costs is recommended. The new district will be placing \$250,000 per year into to an account until an adequate fund is established. User fee revenues help offset the estimated operating contingency need. Any unspent contingency and capital reserve funds will be retained for use in future years to support vehicle replacement, fire station improvements, and improved fire protection and emergency medical services.

Budget Summary:

In summary, the proposed budget demonstrates the economic feasibility of the proposed district because it establishes a stable annual revenue base for the district by establishing a permanent tax rate of \$2.00, which will be used exclusively for fire protection and emergency medical services within the community.

The proposed budget will:

- set aside capital reserves to replace for fire apparatus and meet future facility needs.
- allow the district to hire additional staff
- provide sufficient annual revenues to pay for operating and maintenance expenses of the existing fire protection and emergency medical services currently provided by McMinnville Fire Department and McMinnville Rural Fire Protection District.
- provide sufficient annual revenues to retire existing debt of McMinnville Fire Department.

Appendix 1

EXHIBIT B – ECONOMIC FEASIBILITY STATEMENT

Name	License	Year	Make	Model	Replacement	
					Year	Cost
Remount Ford E450	E279643	2019	FORD	E450 VAN	2029	\$220,000.00
E450 Medic (pdx)	E235626	2005	FORD	E350 VAN	2022	\$250,000.00
Chev Medic	E266011	2015	CHEVROLET	EXPRESS 4500	2025	\$210,000.00
E450 Medic (pdx)	E235628	2005	FORD	E350 VAN	2024	\$250,000.00
Chev Medic	E254685	2012	CHEVROLET	EXPRESS 4500	2022	\$190,000.00
Ford E450	E269253	2016	FORD	E450 VAN	2026	\$210,000.00
Ford E450	E279613	2018	FORD	E450 VAN	2028	\$210,000.00
E1	E266040	2015	PIERCE	SABER-PUC	2040	\$525,000.00
E14	E224914	2003	H&W	Spartan 2000-2 EE2502	2033	\$515,000.00
E15	E194462	1994	H&W	Spartan 1000-EE2-006	2024	\$500,000.00
E16	E276252	1996	BME	BME 2160548	2030	\$450,000.00
BR1	E279643	2019	FORD	F550 PICKUP 4wd	2049	\$189,000.00
BR11	E249084	2010	FORD	F550 PICKUP 4wd	2040	\$185,000.00
SQ 1	E212130	2000	H&W	SPARTAN 100-EE2-823	2045	\$225,000.00
TR1	E266013	2015	PIERCE	ARROW XT	2045	\$950,000.00
WT1	E266039	2005	Freighliner	Converted into Tanker	2045	\$200,000.00
WT10	E168598	1985	International	F2275	2023	\$175,000.00
Car 12/CI	E258914	2013	CHEVROLET	TAHOE 4wd	2033	\$48,000.00
Car 13/DC12	E227119	2003	CHEVROLET	TAHOE 4wd	2022	\$45,000.00
Car 17	E227118	2003	CHEVROLET	TAHOE 4wd	2024	\$40,000.00
Car 1/DC1	E261887	2015	CHEVROLET	TAHOE 4wd	2028	\$48,000.00
Car 18 / FM1	E279605	2019	CHEVROLET	SILVERADO	2039	\$50,000.00
Car 14/FM-12	E235800	2006	FORD	F150 PICKUP 4wd	2030	\$42,000.00
UT1	E196145	1995	DODGE	RAM 3500 PICKUP 4wd		
C-12		2020	FORD	EXPLORER AWD	2040	\$450,000.00
Trailer	E237767	2006		MCI		
Trailer	FIT			FIT		
Trailer	Flatbed	1987		FlatBed		
Trailer	Smoke House			Smoke House		
Trailer	Conflag	2019		Conflag Trailer		
Trailer	Car Hauler	1993		Popcorn Wagon		

RESOLUTION 2023-01 OF THE MCMINNVILLE RURAL FIRE PROTECTION DISTRICT
Regarding Future Use of Capital Reserve by Proposed Fire District

WHEREAS, the Board of Directors of the McMinnville Rural Fire Protection District and the City of McMinnville have been in discussions regarding the creation of a new fire district for the efficient and effective provision of fire protection and emergency medical services; and

WHEREAS, on June 21, 2022, the Board of Directors of the McMinnville Rural Fire Protection District considered a presentation by the Fire Chief on the McMinnville Fire Departments current challenges, what the challenges mean to current operations and how additional resources could improve the situation; and

WHEREAS, the Board considered the presentation and engaged in subsequent discussion and debate; and

WHEREAS, at the conclusion of debate a motion was made, seconded, and unanimously carried by those present that the Board take all necessary steps to place the consolidation of the McMinnville Rural Fire Protection District and the McMinnville Fire Department on a ballot for consideration by the electorate; and

WHEREAS, the City of McMinnville and the Yamhill County Board of Commissioners have been working towards initiation of a new Fire District; and

WHEREAS, the Board has accumulated approximately \$884,000 in a capital reserve fund, less operating commitments for FY23 of approximately \$40,000, intended to build a future rural substation(s); and

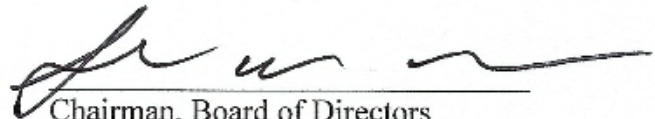
WHEREAS, the Board intends at a future date to initiate dissolution of the McMinnville Rural Fire Protection District contingent on formation of a new fire district; and

WHEREAS, the Board wishes to express the Board's position and intention regarding future use of the capital reserve amounts to help inform the discussions with the City of McMinnville;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the McMinnville Rural Fire Protection District intends to transfer all assets of the District to the proposed fire district, and that the Board intends that the capital reserve amounts transferred at the time of creation of the New District be used for the exclusive purpose of building a future rural substation(s) that will clearly and unequivocally benefit the residents of the prior "Rural District".

Continued on next page

ADOPTED this 6th day of October, 2022, by the Board of Directors of the McMinnville Rural Fire Protection District.


Chairman, Board of Directors

ATTEST:

Secretary

STAFF REPORT

DATE: October 11, 2022
TO: Jeff Towery, City Manager
FROM: Jennifer Cuellar, Finance Director
SUBJECT: City Services Charge Rate Sheet Resolution 2022-57

Strategic Priority and Goal:



CITY GOVERNMENT CAPACITY

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

Report in Brief:

The resolution establishing the FY2022-23 City Services Charge rates will be on the agenda at the October 11, 2022, Council meeting. It is the companion piece to the Ordinance 5123 that was passed on September 13, 2022, authorizing a City Services Charge.

This action was recommended by the Budget Committee in October 2021 after three months studying sustainable resource options to support city services funded by the general fund. Groundwork for last month's ordinance was also laid with the November 9, 2021, Council Resolution 2021-55 regarding sustainable funding sources which noted the city services charge as one among several options endorsed to bridge the city's funding gap and allow it to avoid service delivery reductions in the current – and in future – budget years.

At the June 28, 2022, Council meeting, Resolution 2022-51 passed, removing the \$1.8 million in American Rescue Plan Act (ARPA) budgeted to support general services and replacing it with increased transient lodging tax revenue (\$163,000) and nine months of a new city services charge (\$1.66 million) in the FY2022-23 McMinnville General Fund budget.

Unfortunately, an updated implementation timeline means that the amount of revenue estimated to be raised by the city services charge will likely be reduced by over half a million dollars in FY2022-23.

Options and staff's recommendation for Council action are described below.

City Services Charge FY2022-23 Rate Sheet:

Attachment 1 is the City Services Charge rate resolution using the \$13 per month standard rate. Rate reductions are included for multi-family dwelling types at a 25%

discount, or \$9.75 per month, and low-income households at a 90% reduction, or \$1.30 per month.

Business, government and non-profit entities will pay a range of monthly fees based on multiples of the standard rate. We anticipate approximately 40% of total non-residential contributors will pay \$13 – the same monthly cost as most single-family dwelling households. Data shows that 24.8% of commercial entities will pay at the next level, or \$21.67 per month. The highest monthly amounts of \$433.33 or \$693.33 to be paid represent less than 1% of commercial entities, or fewer than 10. At this time, city staff are not aware of any business that will pay at the highest rung noted on the rate sheet.

City Services Charge Implementation Delay Recap:

City staff have been working with McMinnville Water and Light (MWL) colleagues to move forward the implementation of the city services charge. Unfortunately, the previous estimate that the city service charge could be brought online by October 2022 has been adjusted backwards. The updated timeline from MWL shows that January 2023 is the most likely initial month, though December 2022 might be possible if the contracting and testing phases go faster than anticipated.

A three-month delay on the estimate for nine months of the city services charge in FY2022-23 (\$1.66 million) means that the revenues will drop in this first implementation year by one-third, or an estimated \$554,000 based on the proposed \$13.00 residential monthly charge model. To raise the same \$1.66 million in FY2022-23, the fee would need to be a third again higher, or \$19.50 per month. If a December 2022 implementation month can be achieved, anticipated revenue loss drops to \$370,000 or, to avoid a revenue loss with a two-month delay, rates would have to be \$16.70 for the base residential charge. Attachment 2 outlines the impacts of increasing the city services charge level to maintain the same estimated FY2022-23 revenue from this source is included for reference.

While this delay has a significant impact on the current budget year, staff believes that the more important number to keep in mind is the total annual revenue estimate – the sustained annual contribution to support city services.

The one-time negative impact will be partially absorbed by higher than anticipated vacancy savings, particularly in public safety departments. A mid-year budget status review, when we know how FY2021-22 has closed, which month we will implement in and can better quantify the impact of labor market volatility on near term workforce costs at the city, will provide the opportunity to make programming adjustments, review options for other sustainable revenue sources (such as franchise fees) and/or update FY2022-23 reserve expectations.

Next Steps:

City staff will continue to work closely with McMinnville Water and Light staff to work with the billing software vendor and create business processes that will allow

for efficient and effective administration of the city services charge. Creating a solution that will allow our shared desire to avoid utility service disruptions, particularly for those most vulnerable among us, is the most important technical question we are still grappling with.

Fiscal Impact:

Moving forward with the city services charge at the \$13.00 base rate, will generate an estimated \$1.1 million (over six months) or \$1.29 million (over seven months). This is \$554,000 or \$370,000 less than the anticipated revenue of \$1.66 million based on nine months of collections for the FY2022-23 budget.

This revenue loss for the current fiscal year will need to be addressed by one or a combination of actions:

- Higher city services charge level
- Additional new sustainable resources
- Cost savings (vacancy savings given the current labor market)
- Higher beginning general fund balance and/or lower general fund ending balance
- Programming reductions
- Direct all/some of the un-assigned ARPA dollars for general operating

Options and Recommendation for Action:

1. Don't pass a rate resolution. This would result in no City Service Charge being assessed and, due to the size of the budget gap this would cause, it is likely ARPA dollars would be required to balance the FY2022-23 budget and make it difficult to fund new projects in a round II of allocations.
2. Pass the city services charge at \$13.00 standard rate - *staff recommendation*. As noted in the fiscal impact section above, this too will require some combination of actions listed above.
3. Pass the city services charge at a higher rate (data on \$16.70 and \$19.50 base rates can be seen in attachment 2), which would have the impact of coming closer to the \$1.66 million in currently budgeted revenues as well as provide a higher annual revenue expectation in out years.

Attachments:

1. Resolution 2022-57
2. Implementation Delay Financial Impacts Summary Information
3. Ordinance 5123

RESOLUTION NO. 2022-57

A RESOLUTION ADOPTING CITY SERVICE CHARGE RATES.

WHEREAS, the City Council of the City of McMinnville, has previously adopted Resolution 2021-55 authorizing the assessment and collection of a City Services Charge to add sustainable resources for city services supported by the General Fund; and

WHEREAS, Section 3 of Ordinance No. 5123 authorizes the City Council, by resolution, to specify the applicable rates for a City Services Charge, and the City Council desires to establish the following city services charges to be paid by the following categories of residents, businesses and property owners for properties located within the city limits.

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMINNVILLE, OREGON AS FOLLOWS:

1. The City Council hereby adopts and establishes the following rates to be charged to the following categories of developed properties located within the city that are receiving utility services:

Rate Class that City Services Charge is based on	Device detail and/or size	Monthly Charge	Description
Residential Electrical Service	Standard rate	\$13.00	Default – Standard Residential Electrical Service utility customer, unless otherwise identified as Multi-Family or Low Income below.
Residential Electrical Service	Multi-Family (M.F.)	\$9.75 (75%)	Multi-Family residential customer in premises with two or more apartments, condominiums, mobile homes or other residential units unless otherwise identified as L.I. below.
Residential Electrical Service	Low Income (L.I.)	\$1.30 (10%)	Low Income. Customers participating in low-income assistance utility programs within with last 24 months. Additional low-income assistance programs may be added to identify other households eligible for this rate.
General Service Water	5/8"	\$13.00	5/8" water meter 100% Standard rate

General Service Water	¾"	\$13.00	¾" water meter	100% Standard rate
General Service Water	1"	\$21.67	1" water meter	167% Standard rate
General Service Water	1 ¼"	\$26.00	1 ¼" water meter	200% Standard rate
General Service Water	1 ½"	\$43.33	1 ½" water meter	333% Standard rate
General Service Water	2"	\$69.33	2" water meter	533% Standard rate
General Service Water	3"	\$138.67	3" water meter	1067% Standard rate
General Service Water	4"	\$216.67	4" water meter	1667% Standard rate
General Service Water	6"	\$433.33	6" water meter	3333% Standard rate
General Service Water	8"	\$693.33	8" water meter	5333% Standard rate
General Service Water	10"	\$1,820.00	10" water meter	14000% Standard rate

2. Residential city services charges will be based on residential electric services categories as noted in above table and all non-residential city services charges will be based on general service water meter size.

3. The City Services Charge will take effect as soon as is practical, but not earlier than December 1, 2022, and shall be implemented as a separate charge on the McMinnville Water and Light utility invoices received by utility customers for properties located within the City limits.

4. This resolution will take effect immediately upon passage and shall continue in full force and effect until revoked, replaced or modified.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 11th day of October 2022 by the following votes:

Ayes: _____

Nays: _____

Approved this 11th day of October 2022.

MAYOR

Approved as to form:

CITY ATTORNEY

CITY RECORDER

City Services Charge Implementation Delay Financial Impacts Summary

FY2022-23 City Services Charge Estimates

To replace American Rescue Plan Act (ARPA) of \$1.8 million

1,663,360 City Services Charge Revenue est raised Oct 2022-Jun 2023

163,269 TLT increases already contemplated in Appropriated Budget

1,826,629

(369,636) Two month delay - Dec 2022 implementation

(184,818) One more month delay - Jan 2023 implementation

(554,453) Total potential delay financial impact on FY2022-23

City Services Charge Rates that raise \$1.66 million in FY2022-23

Meter Size	Meters ¹	Meter Factor	\$/Month for 9 months	\$/Month for 7 months	\$/Month for 6 months
Residential (electric meter)	9,361	1.00	\$13.00	\$16.70	\$19.50
Res low income discount	1,000	0.10	\$1.30	\$1.67	\$1.95
Res multi fam discount	2,933	0.75	\$9.75	\$12.53	\$14.63
Gen Svc 5/8" or 3/4" water meter size	349	1.00	\$13.00	\$16.70	\$19.50
Gen Svc 1" water meter size	211	1.67	\$21.67	\$27.83	\$32.50
Gen Svc 1 1/4" water meter size	-	2.00	\$26.00	\$33.40	\$39.00
Gen Svc 1 1/2" water meter size	119	3.33	\$43.33	\$55.67	\$65.00
Gen Svc 2" water meter size	142	5.33	\$69.33	\$89.07	\$104.00
Gen Svc 3" water meter size	22	10.67	\$138.67	\$178.13	\$208.00
Gen Svc 4" water meter size	20	16.67	\$216.67	\$278.33	\$325.00
Gen Svc 6" water meter size	4	33.33	\$433.33	\$556.67	\$650.00
Gen Svc 8" water meter size	-	53.33	\$693.33	\$890.67	\$1,040.00
Gen Svc 10" water meter size	-	140.00	\$1,820.00	\$2,338.00	\$2,730.00

¹Does not include MWL "Water Only" customers.

Customer Rate Class	FY23 for 9 months - \$13.00 base	FY23 for 7 months - \$16.70 base	FY23 for 6 months - \$19.50 base
Residential*	\$ 1,106,937	\$ 1,105,991	\$ 1,106,937
Res Multi-Dwelling	\$ 257,371	\$ 257,151	\$ 257,371
General Service	\$ 299,052	\$ 298,796	\$ 299,052
TOTAL REVENUE	\$ 1,663,360	\$ 1,661,938	\$ 1,663,360
ANNUAL REVENUE (%)			
Residential*	66.55%	66.55%	66.55%
Res Multi-Dwelling	15.47%	15.47%	15.47%
General Service	17.98%	17.98%	17.98%
TOTAL	100.00%	100.00%	100.00%

Customer Class	Annual @ 13.00 base	Annual @ 16.70 base	Annual @ 19.50 base
Residential*	\$ 1,475,916	\$ 1,895,984	\$ 2,213,874
Res Multi-Dwelling	\$ 343,161	\$ 440,830	\$ 514,742
General Service	\$ 398,736	\$ 512,222	\$ 598,104
TOTAL REVENUE	\$ 2,217,813	\$2,849,037	\$ 3,326,720

* includes estimate for 1,000 low income discounts for residential payers

ORDINANCE NO. 5123

AN ORDINANCE AUTHORIZING A CITY SERVICES CHARGE AND DECLARING AN EMERGENCY

WHEREAS, the City of McMinnville provides numerous general services funded by the General Fund of the city including but not limited to police, fire and ambulance services, library services, parks and recreation services, planning and development services, homeless and housing support services and administrative services dedicated to serving and protecting the public; and

WHEREAS, the City Council has determined that the current level of public services in McMinnville exceeds the capacity of the City General Fund to pay the costs of providing such services; and

WHEREAS, the City Council has determined that to ensure the continuation of such essential service, there is a need for additional funding resources; and

WHEREAS, public services are available for every developed property in the City; and

WHEREAS, the City has the authority to impose new fees to assure the continuation of essential non-proprietary services as determined by the City Council; and

WHEREAS, the City Council has solicited public comment and testimony regarding the proposed fee most recently on August 23, 2022; and

WHEREAS, the City Council finds it in the best interest of the community to create and implement a city services charge;

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

Section 1. PURPOSE OF CITY SERVICES CHARGE. The purpose of the city services charge is to provide funding for public services funded by the General Fund of the city. Public services safeguard, facilitate, and encourage the health, safety, and welfare of the residents and enterprises of the City of McMinnville. Stable and reliable public general services provide a multitude of economic and social benefits to the public, including, but not limited to:

- A. Protection of life and property;
- B. Reduction in the incidence of crime;
- C. Dependable response by First Responders;

- D. Recreation and Literacy Services; and
- E. Economic Development and support for businesses; and
- F. Support of persons in need of shelter and emergency services; and
- G. Various other general services of benefit to the public.

The McMinnville City Council finds and determines the necessity of this city services charge to provide a funding mechanism to help pay for the benefits of general public services and to provide an acceptable level of services to the community.

Section 2. DEFINITIONS. For purposes of this Ordinance, the following mean:

A. Non-Residential Unit. A Premise or a portion of a Premise not used for personal, domestic accommodation in independent living facilities. A Non-Residential Unit includes, but is not limited to, governmental, not-for-profit, business, commercial and industrial enterprises. Each portion of a Non-Residential Unit that has permanent provisions for distinct and defined access to an individual enterprise shall be considered as a separate Non-Residential Unit. Enterprises that provide senior living, assisted living, nursing care and similar services exclusively shall be considered non-residential.

B. Premise or Premises. A parcel or portion of a parcel of land within the corporate limits of the City of McMinnville that receives a direct or indirect benefit from public services. It is presumed that a Premise receives a direct or indirect benefit from public services if the Premise is developed. A Premise is presumed to be developed if served by general water service, or electric service or has improvements, including, but not limited to buildings, parking lots or outdoor storage.

C. Residential Unit. A Premise or a portion of a Premise with one or more rooms in a building or portion thereof designed for or that provides complete independent living facilities for one or more persons and includes permanent provisions for sleeping, cooking and sanitation. An accessory or ancillary residential unit on a Premise shall be considered as a separate residential unit. In Premises with two or more apartments, condominiums, mobile homes, or other residential units, each residential unit shall be considered as a separate residential unit for purposes of calculating the city services charge.

D. Residential Electrical Service. Electrical Service Residential electrical service shall be as defined for billing purposes by the McMinnville Water and Light Department, in its current electric service rate schedule.

E. General Service Water Account. A general service water account shall be as defined by the McMinnville Water and Light Department in its current water service rate schedule.

Section 3. ESTABLISHMENT OF CITY SERVICES CHARGE.

A. Except as exempted below, beginning at the earliest with the October 2022 utility bills, a city services charge is established and imposed upon all Premises within the McMinnville City limits.

B. Premises owned by the City of McMinnville are subject to the payment of any city services charge.

C. This Section Reserved.

D. The city services charge for each residential and non-residential electrical service utility account or for each general service water utility account shall be established by resolution as shown on any Resolution Adopting City Service Charge rates.

E. Residential Units and Non-Residential Units that are the basis for calculating the city services charge do not in any way create an obligation of the property or Premises and the obligation to pay the city services charge is a personal obligation of the customer responsible for payment of the City utility account. No lien will attach to any Premise because of the nonpayment of the city services charge.

F. All developed properties receive a direct or indirect benefit from public services. Unless specifically exempted, the city services charge applies to all City of McMinnville utility accounts, including those that serve local, state and federal governments, and to utility accounts that serve Premises that are entitled to an exemption from or deferral of ad valorem property taxes.

G. The city services charge described herein is not subject to the property tax limitations of Article IX, Sections 11b and 11(19) of the Oregon Constitution and is not a fee imposed on property or property owners by fact of ownership.

Section 4. AMOUNT OF CITY SERVICES CHARGE. The amount of the city services charge shall be set or modified by McMinnville Council Resolution. In addition, the Council may set by Resolution fees for extra services required in collecting delinquent customer accounts for the city services charge.

Section 5. ADJUSTMENT OF CITY SERVICES CHARGE. The amount of the city services charge shall automatically increase annually based upon the September CPI-U West C index figure published by the federal government. The adjustment shall not exceed five percent in one year. The City Council may elect to defer all or any portion any such increase by Resolution of the City Council.

Section 6. DEDICATED FUNDS.

Money received from the city services charge shall be used for any or all purposes funded by the City General Fund as determined each year during the budget process. The city services charge shall not be used for any other

governmental or proprietary functions of the City, and shall not accrue to or be available to the McMinnville Water and Light Department except to the extent of any actual cost of billing and collection costs incurred. Any revenues in excess of actual expenses as identified in the budget process shall be carried forward to the next year's General Fund budget.

Section 7. BILLING.

A. The customer(s) responsible for paying the City utility account is responsible for payment of the city services charge. For non-utility Premises, the property owner as set forth in the Yamhill County tax records shall be the responsible party.

B. The City shall collect the city services charge by adding the city services charge to the utility bill of each customer in the City of McMinnville. For non-utility accounts, the billing shall be mailed to the property owner's address as set forth in the County property records, unless such owner requests the billing be sent to a different address.

C. If a residential Premise has more than one utility account, the city services charge for the Premises shall be calculated for each Residential Unit on the Premise at the multi-family dwelling unit rate. Non-residential premise city service charges shall be based on water utility meters, whether one or more separate businesses operate on that premise.

D. Charges for electricity, water, wastewater and city services charge, may be billed on the same utility bill. If full payment of utility billing is not made, payment shall be applied in the following order:

i. Electricity fee, Sewer fee and Water fee as normally allocated by the McMinnville Water and Light Department from such combined payment; and then to the:

ii. City Services Charge.

E Pursuant to ORS 294.316(7), the Water and Light Department is a municipal utility operating under a separate Commission without ad valorem tax support. Pursuant to a billing services agreement between the City and the McMinnville Water and Light Department, the City may authorize the McMinnville Water and Light Department to perform the city service charge billing function at cost. The McMinnville Water and Light Department will continue to operate without General Fund support from the city service charge and shall otherwise keep Water and Light Department funds separate and apart from the General Fund.

Section 8. PAYMENT DUE DATE. The city services charge shall be due the same date as the utility bill.

Section 9. ADJUSTMENT OF ACCOUNTS.

A. Customers who believe their city services charge, as applied to their Premise, is not within the intent of this Ordinance may request, in writing, a review of their city services charge by the Finance Director. The Finance Director may initiate a review of a customer's city services charge.

i) If a customer's charge is reduced as a result of this review, the corrected city services charge shall begin with the next billing.

ii) If a customer's charge is increased as a result of this review, the corrected city services charge shall begin with the next billing.

B. If an existing customer has not been billed for the city services charge, the city services charge shall begin with the next billing and the customer may be billed retroactively, not to exceed one year.

C. Customers not satisfied with the results of the review by the Finance Director may appeal the Finance Director's decision to the McMinnville City Manager who shall determine, by preponderance of the evidence, whether the Finance Director's decision should be upheld or reversed, or upheld in part and reversed in part. A Notice of Appeal must be in writing and physically delivered to the Finance Director no later than fourteen (14) calendar days from the date of the Finance Director's decision. The hearing before the McMinnville City Manager shall be conducted no later than twenty (20) days from the date of the appeal, unless a different date is stipulated by the City and the customer, or good cause is shown for setting the matter forward. Testimony at the hearing shall be taken upon oath or affirmation of the witnesses. The City Manager shall consider only the matters set forth in the Notice of Appeal. The Findings and Decision of the City Manager shall be served upon the customer by first class mail within ten (10) days after the hearing concludes. The City Manager decision shall be effective ten (10) days following the date of the decision. The Findings and Decision of the City Manager shall be final and conclusive, subject only to writ of review under ORS 34.010 to 34.100, which shall be the sole remedy.

D. The Finance Director may write off closed accounts and retroactive bills if it is in the best interest of the City and may write off refunds, unless the customer requested otherwise, if the cost of making the refund would exceed the amount of the refund.

Section 10. DELINQUENCY.

A. A city services charge is delinquent if payment in full is not received on or before the due date.

B. If a customer's utility account is delinquent for city services charge only, and that delinquency does not exceed sixty (60) days, the City may not discontinue electric or water services billed on that account. However, the City may refuse to restore utility service or services to the Premises if the delinquent city services charges and other costs incurred are not paid.

C. Delinquent amounts owing may be collected by all legal means, including, but not limited to the referral or assignment to a collection agency.

Section 12. EMERGENCY. The City Council for the City of McMinnville deems it necessary for the preservation of the health, peace and safety of the City of McMinnville that this Ordinance take effect at once, and therefore an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

ENACTED by the City Council on the 13th day of September, 2022, by the following votes:

Ayes: _____ Geary, Garvin, Menke, Peralta _____

Nayes: _____ Chenoweth, Payne _____

Abstained: _____

Absent: _____

DATED and signed by the Mayor this 13th day of September, 2022.



MAYOR

Approved as to form:



City Attorney

Attest:



City Recorder