

City Council Meeting Agenda**Tuesday, May 23, 2023****6:00 p.m. – City Council Regular Meeting****EXECUTIVE SESSION – to immediately follow the Regular City Council Meeting (CLOSED TO THE PUBLIC)****REVISED 05/18/2023**

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, May 22nd** to claudia.cisneros@mcminnvilleoregon.gov*
- *If appearing via telephone only please sign up prior by **12 p.m. on Monday, May 22nd** 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 do not need to state your address for the record when called to speak***

For PUBLIC HEARING input please see the city webpage for specific instructions:

<https://www.mcminnvilleoregon.gov/citycouncil/page/city-council-regular-meeting-600-pm>

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/87942133731?pwd=b2wxVk1ldUV2a3JwWnpHM2ppOVUwdz09>

Zoom ID: 879 4213 3731

Zoom Password: 028563

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

ID: 879 4213 3731

6:00 PM – REGULAR COUNCIL MEETING – VIA ZOOM AND SEATING AT CIVIC HALL

1. **CALL TO ORDER & ROLL CALL (6:00 PM)**
2. **PLEDGE OF ALLEGIANCE (6:02 PM)**
3. **PROCLAMATIONS (6:05 PM)**
 - a. National Emergency Medical Services Week
 - b. National Public Works Week
4. **PUBLIC HEARINGS (6:10 PM)**
 - a. Public Hearing regarding **Ordinance No. 5134:** An Ordinance Amending Title 17 (Zoning) of the McMinnville Municipal Code and the Northeast Gateway Planned Development Overlay (Ordinance 4971) to Amend Standards for Short-Term Rentals, Approving the Decision, Findings, and Conclusionary Findings for Docket G 1-23, and Ending the Moratorium Enacted by Ordinance No. 5118 and Extended by Ordinance No. 5127.

5. PRESENTATION (7:10 PM)

- a. Visit McMinnville Annual Report Presentation

6. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT – (7:30 PM)

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.

7. ADVICE/ INFORMATION ITEMS (8:00 PM)

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

8. CONSENT AGENDA (8:15 PM)

- a. Consider the request from Violet Vines LLC for Winery Primary Location, OLCC Liquor License located at 1245 NE Alpha Drive Unit 2C.
- b. Consider the request from Violet Vines LLC for Winery Primary Location, OLCC Liquor License located at 1245 NE Alpha Drive Unit 4E.
- c. Consider **Resolution No. 2023-28**: A Resolution appointing a volunteer to the Planning Commission.
- d. Consider the request from Village for a New outlet – Off-premises, OLCC Liquor License located at 615 NE Lafayette Ave Suite B.

9. RESOLUTION (8:20 PM)

- a. Consider **Resolution No. 2023-27**: A Resolution establishing revised sanitary sewer user fees; and repealing Resolution 2019-35 and 2022-20.
- b. Consider **Resolution No. 2023-29**: A Resolution adopting a supplemental budget for fiscal year 2022-2023 and making supplemental appropriations and Contingency Transfers.
- c. Consider **Resolution No. 2023-24**: A Resolution of the City of McMinnville Approving a Collection Rate Increase Not to Exceed 4% for Recology Inc.
- d. Consider **Resolution No. 2023-31**: A Resolution approving the award of a Professional Services Contract to Century West Engineering Airport Master Plan Update, Project 2022 - 10.

10. ORDINANCE (8:50 PM)

- a. Consider the first reading with a possible second reading of **Ordinance No. 5134**: An Ordinance Amending Title 17 (Zoning) of the McMinnville Municipal Code and the Northeast Gateway Planned Development Overlay (Ordinance 4971) to Amend Standards for Short-Term Rentals, Approving the Decision, Findings, and Conclusionary Findings for Docket G 1-23, and Ending the Moratorium Enacted by Ordinance No. 5118 and Extended by Ordinance No. 5127.

11. ADJOURNMENT OF REGULAR MEETING (9:00 PM)

EXECUTIVE SESSION- IMMEDIATELY FOLLOW THE CITY COUNCIL REGULAR MEETING - VIA ZOOM AND SEATING AT CIVIC HALL (NOT OPEN TO THE PUBLIC) (Added on 05.18.2023)

1. CALL TO ORDER
2. **Executive Session pursuant to ORS 192.660(2)(e):** To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
3. ADJOURNMENT OF EXECUTIVE SESSION

PROCLAMATION

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and emergency medical transport; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I, Remy Drabkin, Mayor of the City of McMinnville, do hereby proclaim the week of May 21st – 27th, 2023 as

NATIONAL EMERGENCY MEDICAL SERVICES WEEK

in the City of McMinnville, and I urge all community members to observe Emergency Medical Services week and support our first response resources throughout the city.

In Witness Whereof, I have hereunto set my hand and caused the official Seal of the City of McMinnville to be affixed this 23rd day of May, 2023.

Remy Drabkin, Mayor



National Public Works Week Proclamation

May 21 – 27, 2023

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of McMinnville; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are responsible for building, maintaining, improving and protecting our community’s transportation, water and power supply, water and wastewater treatment systems, public buildings, parks and open spaces, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens and civic leaders in the City of McMinnville to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in our community; and,

WHEREAS, the year 2023 marks the 63rd annual National Public Works Week sponsored by the American Public Works Association.

NOW THEREFORE, I, Remy Drabkin, Mayor of the City of McMinnville, do hereby designate the week May 21-27, 2023 as **National Public Works Week** in the City of McMinnville, and I call upon all citizens, business leaders and civic organizations to recognize the substantial contributions that the employees of McMinnville Water & Light and the employees of the City’s Public Works Department, which includes Engineering, Operations, Wastewater and the Airport, make to protecting and enhancing our health, safety, and quality of life.

IN WITNESS, WHEREOF, I hereunto set my hand and cause the Official Seal of the City of McMinnville to be affixed this 23rd day of May 2023.

Remy Drabkin, Mayor

STAFF REPORT

DATE: May 23, 2023
TO: Mayor and City Councilors
FROM: Tom Schauer, Senior Planner
SUBJECT: G 1-23: Zoning Ordinance Amendments for Short-Term Rentals

STRATEGIC PRIORITY & GOAL:



HOUSING OPPORTUNITIES (ACROSS THE INCOME SPECTRUM)
Create diverse housing opportunities that support great neighborhoods.

Report in Brief:

This agenda item is a legislative public hearing to consider amendments to the Zoning Ordinance (Title 17 of the McMinnville Municipal Code) and the Northeast Gateway Overlay Zone (Ordinance 4971) regarding standards for Short-Term Rentals. The May 23 City Council public hearing has been duly noticed.

The Planning Commission held a public hearing on March 16, 2023 and made a recommendation to the City Council to adopt amendments to the standards for Short-Term Rentals. Among other provisions, the recommendation includes a change to the spacing standard between properties with Short-Term Rentals from 200 feet to 500 feet.

The proposed ordinance would also end the moratorium on the issuance of Short-Term Rental permits which was enacted by Ordinance 5118 and extended by Ordinance 5127 through June 29, 2023 when the new provisions go into effect.

Background:

On July 12, 2022, the McMinnville City Council enacted a moratorium on the issuance of Short-Term Rental Permits, which became effective August 12, 2022 (Ordinance 5118). On November 22, 2022, the City Council adopted Ordinance 5127 extending the moratorium from December 29, 2022 to June 29, 2023 while the Planning Commission and Planning Department staff continue to re-evaluate the Zoning Ordinance as it pertains to permitting Short-Term Rentals. This action was based primarily on the fact that several residential neighborhoods, especially those closer to the downtown area, were experiencing an increasing number of short terms rentals in their neighborhoods causing residents to become concerned about the quality of life, health, safety

and community interaction within the neighborhoods. The City Council cited the following concerns in the adoption of the moratorium:

- McMinnville is experiencing severe constraints in housing land supply which is leading to a deficit in housing units being built in the community to meet housing demand. With a lack of supply and significant demand, housing prices have escalated exponentially in the past couple of years;
- At the same time, tourism has increased in McMinnville exponentially as well. Increased housing prices and increased demand for tourism lodging has led to a greater than normal demand on housing to be leveraged as short-term rentals;
- Residential neighborhoods are experiencing an increasing amount of short term rentals causing residents to become concerned about the quality of life, health, safety and community interaction within the neighborhoods;
- McMinnville's zoning ordinance currently has a spacing separation of 200' between short term rentals. This has proven to be too much density of short-term rentals in some neighborhoods. The City would like to evaluate the impacts of short-term rentals on residential neighborhoods during the moratorium and recommend solutions for moving forward.

Current Code Provisions:

Lodging is represented in many forms in McMinnville. In commercial zones (C-1, C-2 and C-3), lodging is an allowed outright use and does not need any permits. Any rooms rented for short-term stays (30 days or less) are considered lodging.

In McMinnville's residential zones (R-1, R-2, R-3, R-4, R-5 and O-R), lodging is allowed in the form of Short-Term Rentals and Resident Occupied Short-Term Rentals. Both Short-Term Rentals and Resident Occupied Short-Term Rentals are only allowed with a Type 2 permit. Type 2 permits are permits based on clear and objective standards and reviewed by planning staff but with notification to surrounding property owners.

The primary difference between the criteria for Resident-Occupied Short Term Rental permit criteria and Short Term Rental permit criteria is the 200 foot spacing standard (property line to property line) that is a provision for Short Term Rentals, the requirement for a neighborhood meeting for a Short Term Rental, and the requirement for one off-street parking space per bedroom for Short Term Rentals versus one off-street parking space per guest bedroom of a Resident-Occupied Short Term Rental.

When the McMinnville Planning Commission last evaluated and amended the McMinnville Municipal Code relative to Short Term Rentals in 2018, they wanted to make it easier to permit Resident-Occupied Short Term Rentals and encourage them in commercial zones rather than residential zones.

History of Dialogue:

Short Term Rental permits have been an active dialogue in McMinnville for many years.

- In 2008, the City approved Ordinance No. 4902, adopting regulations that allowed vacation home rentals in residential zones and the office-residential zone as conditional use permits. At this time the permit was permanent and a 660-foot buffer from other vacation home rentals was required.
- In 2012, the City removed the spacing buffer between vacation home rentals largely because the Planning Department had not received any complaints about vacation home rentals in the four years since they were initially allowed.
- In 2014, the City amended the code to transfer the approval of vacation home rentals from the Planning Commission to the Planning Director. At this time they became a Type I permit and not a conditional use permit.
- In 2017, a neighborhood approached the Planning Commission about reconsidering the vacation home rental codes as their neighborhood, which was a historic neighborhood in close proximity to the downtown had seen many homes converted to vacation home rentals recently. The Planning Commission hosted four work sessions and a public hearing and made a recommendation to differentiate between Short Term Rentals where the whole home was rented out as lodging and Resident Occupied Short Term Rentals where the occupant of the home rented out a room as lodging. They also recommended reinstating the 200-foot spacing buffer between Short Term Rentals. This recommendation was adopted by Ordinance No. 5047 on April 10, 2018, and became effective on May 10, 2018.

McMinnville Data for Short Term Rentals:

Below is the data for permitted Short Term Rentals in McMinnville, meaning only those within the residential zones (R-1, R-2, R-3, R-4, O-R). As noted above, these types of short-term rentals are allowed in commercial zones where “lodging (hotels and motels)” is listed as a permitted use. Short Term Rentals are only allowed in single-dwelling units, common wall single dwelling units (Townhomes) and accessory dwelling units (ADUs). They are not allowed in duplexes, triplexes, fourplexes, or multiple dwelling structures. Only one short term rental is allowed per property (i.e. either ADU or primary dwelling unit) and the spacing standard applies to the property (i.e. if an ADU or a primary dwelling unit is a permitted short term rental, another short term rental would not be permitted within 200 feet of that property (property line to property line).

At the time of the moratorium, there were 68 permitted short-term rentals in residential zones in McMinnville and 29 permitted Resident Occupied Short Term Rentals. For perspective, there are approximately 13,000 housing units in McMinnville (including multi-family and housing in commercial zones). However, most of the Short-Term Rental permits are still in the neighborhoods closest to the downtown, and in the nine months prior to the moratorium, sixteen Short Term Rental permits were issued, compared to an average of five new permits per year previously. There were three additional pending Short Term Rental permit applications as of September 9, 2022 (all submitted prior to the August 2 deadline).

Discussion:

At Planning Commission work sessions on September 15, 2022, October 20, 2022, December 15, 2022, and January 19, 2023, Commissioner Sylla McClellan and Chair Sidonie Winfield led the Planning Commission through the research that they had conducted, the issues that they had identified and the opportunities for code revisions that they saw practiced in other communities.

Below is the result of those discussions:

RECOMMENDATIONS CONSIDERED:

STR guidelines proposal for discussion.

1. STR is defined as a dwelling unit and one permit will be issued per property (tax lot? Not sure how to define this?). If an ADU is on the property and the permit is issued for the ADU, the home cannot be listed as an STR.
(Staff note: this provision is in the current code.)

Commission Discussion: Keep it in the code.

2. A local person (or property manager's) contact information must be provided.
(Staff note: this provision is in the current code.)

Commission Discussion: Local defined as residing within the 97128 zip code. Keep this in the code but add a provision that the contact information is handed out to adjacent properties and YCOM. Add that the contact needs to be available 24/7.

3. All city and state taxes must be remitted in a timely manner.

Commission Discussion: Add to the code.

4. Permitted properties cannot be within 600 feet of one another.

Commission Discussion: At the December 15, 2022 and January 19, 2023 work sessions, a majority of Commissioners expressed support for a 500-foot spacing standard for Short-Term Rentals in residential zones.

5. There is a limit to how many properties can be permitted (this limit could be defined by an actual number or a percentage of residences within the city limits).

Commission Discussion: At the December 15, 2022 and January 19, 2023 work session, a majority of Commissioners indicated they felt a cap on the number or percentage of Short-Term Rentals within City limits would not be necessary, and felt a 500-foot spacing standard would also effectively limit the total number of Short-Term Rentals in the city.

6. Existing permits would not pass-through to new owners should the property change ownership.

(Staff note: this provision is in the current code.)

Commission Discussion: Keep it in the code.

7. Establish a moratorium so these rules cannot be changed for five years.

8. These same rules would apply to STRs in commercial zones (not sure about this?) Commercial zoning STRs – set a maximum number of rooms. If over this number, the property becomes a B & B or falls under the codes for lodging. Commercial zoning space limits apply? Is the permit for the property or per dwelling unit?

Commission Discussion: At the December 15, 2022 and January 19, 2023 work sessions, a majority of Commissioners indicated their preference to limit the current scope to addressing regulations for Short-Term Rentals in the residential zones at this time and consider whether to evaluate regulations for lodging and Short-Term Rentals in commercial zones at another time if needed, which could also be undertaken as part of broader planning efforts such as downtown planning.

9. Operations without current permits will receive a warning letter and then be fined. (Staff note: currently they are shut down and need to get a permit prior to resuming operations)

Commission Discussion: Add a daily citation to enforcement and a habitual clause denying them the opportunity to apply for a permit for 12 months. See what other communities are doing.

10. STR guidelines will be easier to find on the city's website.

11. The permit number is required to be part of the listing (AirBnB, VRBO, [booking.com](https://www.booking.com), etc) for the STR.

This discussion resulted in the development of a draft proposal that was presented to the Planning Commission at the January 19, 2023 work session. At the January 19 work session, the Planning Commission agreed on the elements for a preliminary draft to initiate the public hearing process with the filing of the notice and draft proposal with DLCD.

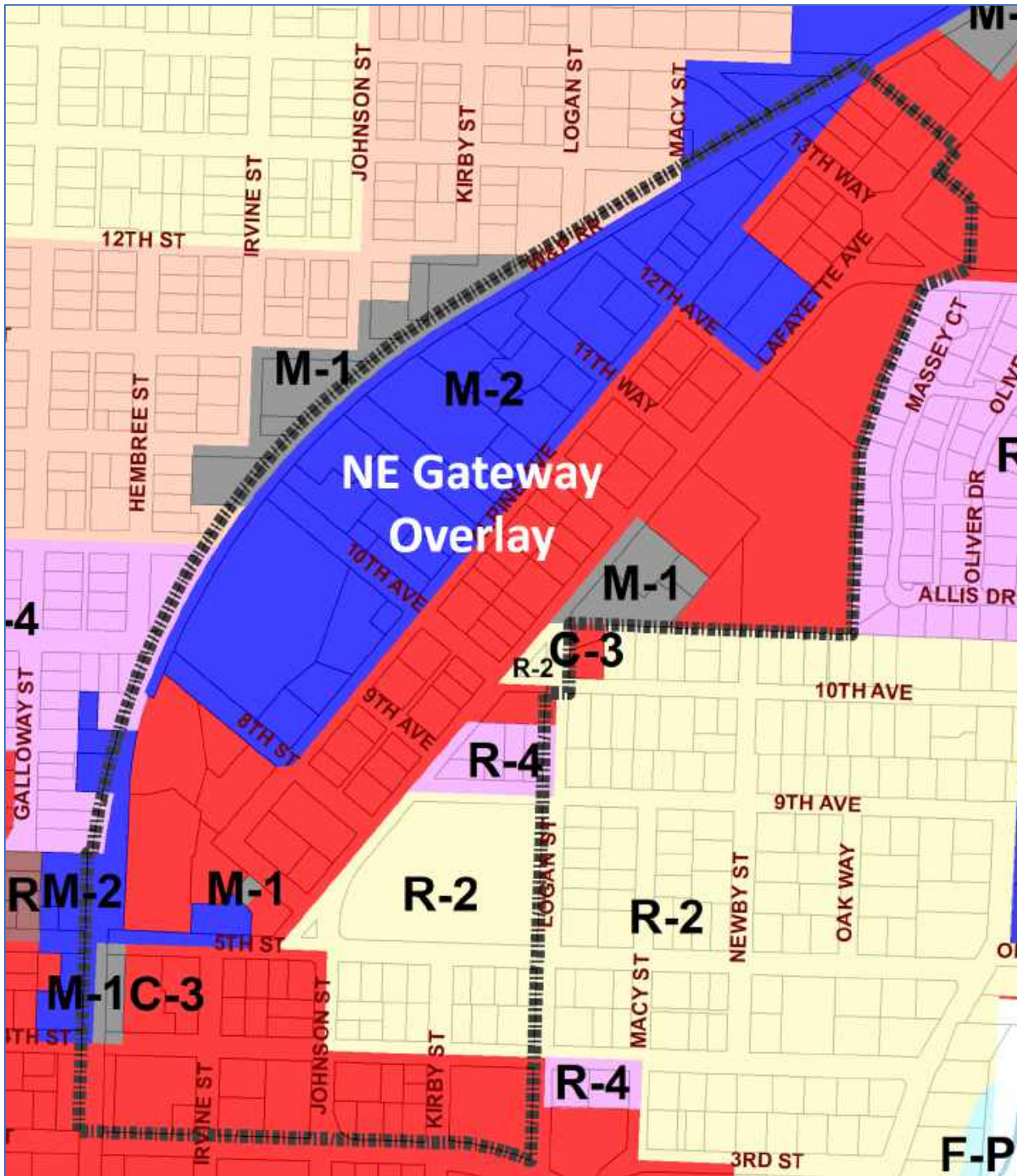
On March 16, 2023, the Planning Commission held a public hearing to consider the request. The staff report included a recommendation to approve the January 19, 2023 draft with additional March 9, 2023 revisions to address issues that arose related to litigation of a Short-Term Rental application.

At the March 16, 2023 Planning Commission hearing, the Commission also heard testimony regarding the regulation of Short-Term Rentals within the NE Gateway Overlay for properties with underlying residential zoning. For those properties, Short-Term Rentals were listed as Conditional Uses, subject to Conditional Use Permit Criteria. These criteria don't include a spacing standard or other Short-Term Rental standards. The Planning Commission addressed this issue by recommending that properties within the NE Gateway Overlay Zone that have underlying residential zoning should be subject to the same Short-Term Rental standards that apply to other residential properties.

Therefore, the Planning Commission recommendation also included a change to the Northeast Gateway Overlay Zone (Ordinance 4971), so that Short-Term Rentals within the NE Gateway Overlay Zone with underlying residential zoning would now be listed as a permitted uses subject to all of the same standards, including the spacing standard, rather than remaining listed as

conditional uses. The map below shows the boundary of the NE Gateway Planned Development Overlay boundary and the properties with residential zoning (R-2 and R-4) within the boundary.

Additional notice of this additional proposed amendment and the May 23, 2023 City Council public hearing was mailed to these property owners of properties in the NE Gateway Planned Development Overlay with underlying residential zoning.



Attachments:

- Attachment 1. Ordinance 5134 with Exhibits
 - Exhibit 1. Proposed Amendments to Title 17 (Zoning) of the McMinnville Municipal Code
 - Exhibit 2. Proposed Amendments to the Northeast Gateway Overlay Zone (Ord. 4971)
 - Exhibit 3. Decision, Findings, and Conclusionary Findings for Docket G 1-23
- Attachment 2. Minutes of March 16, 2023 Planning Commission hearing
- Attachment 3. Written Testimony

Council Options:

- 1) Close the public hearing and **APPROVE** the application, based on the decision document provided which includes the findings of fact.

The proposed ordinance would go into effect 30 days following adoption. The new provisions for Short-Term Rentals would then be in effect and the ordinance would also end the moratorium enacted by Ordinance No. 5118 and extended by Ordinance No. 5127 through June 29, 2023 when the new provisions go into effect.

- 2) Close the public hearing and **APPROVE** the application, per the decision document provided which includes the findings of fact, **WITH ADDITIONAL REVISIONS.**

- 3) **CONTINUE** the public hearing to a specific date and time.

The effective date of the ordinance is 30 days following adoption. The moratorium on Short-Term Rentals expires on June 29, 2023. If new provisions aren't adopted and in effect prior to expiration of the moratorium on June 29, 2023, the current provisions of the Zoning Ordinance will remain in effect upon expiration of the moratorium.

- 4) Close the public hearing and **DENY** the application, providing findings of fact for the denial in the motion to deny.

This means the current provisions of the Zoning Ordinance and NE Gateway Planned Development Overlay (Ordinance 4971) regulating Short-Term Rentals would remain in effect.

Recommendation/Suggested Motion:

The Planning Commission recommended that the City Council approve the proposed amendments.

BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, AND THE MATERIALS SUBMITTED BY THE CITY OF McMINNVILLE, I MOVE THAT THE CITY COUNCIL ADOPT ORDINANCE NO. 5134, APPROVING AMENDMENTS TO THE ZONING ORDINANCE AND AMENDMENTS TO THE NORTHEAST GATEWAY OVERLAY ZONE (ORDINANCE 4971), APPROVING THE DECISION, FINDINGS, AND CONCLUSIONARY FINDINGS FOR DOCKET G 1-23, AND ENDING THE MORATORIUM ENACTED BY ORDINANCE NO. 5118 AND EXTENDED BY ORDINANCE NO. 5127.

ORDINANCE NO. 5134**AN ORDINANCE AMENDING TITLE 17 (ZONING) OF THE MCMINNVILLE MUNICIPAL CODE AND THE NORTHEAST GATEWAY PLANNED DEVELOPMENT OVERLAY (ORDINANCE 4971) TO AMEND STANDARDS FOR SHORT-TERM RENTALS, APPROVING THE DECISION, FINDINGS, AND CONCLUSIONARY FINDINGS FOR DOCKET G 1-23, AND ENDING THE MORATORIUM ENACTED BY ORDINANCE NO. 5118 AND EXTENDED BY ORDINANCE NO. 5127.****RECITALS:**

WHEREAS, Docket G 1-23 is a legislative action amending the standards for Short-Term Rentals in Title 17 (Zoning) of the McMinnville Municipal Code and the Northeast Gateway Planned Development Overlay (Ordinance 4971).

WHEREAS, following an extensive public process and a recommendation from a Project Advisory Committee, on March 12, 2019 the City Council adopted the MAC-Town 2032 Economic Development Strategic Plan. Goal 3 of the Plan is "Maintain and Enhance our High Quality of Life." Subsection 3.4.2 provides, "Ensure that regulations and City investments encourage city livability." Potential Tasks or Projects listed in support of Subsection 3.4.2 include, "Evaluate the adequacy of current policy regarding vacation and short-term rentals to balance the needs of neighborhood residents and visitors to McMinnville."

WHEREAS, on July 12, 2022, the City Council enacted a moratorium on the issuance of Short-Term Rental Permits through December 29, 2022, which became effective August 12, 2022 (Ordinance 5118).

WHEREAS, on November 22, 2022, the City Council extended the moratorium from December 29, 2022 to June 29, 2023 (Ordinance 5127) while the Planning Commission and Planning staff continued to re-evaluate the Zoning Ordinance as it pertains to permitting of Short-Term Rentals.

WHEREAS, the Planning Commission held work sessions on September 15, 2022, October 20, 2022, December 15, 2022, and January 19, 2023. The Planning Commission concluded this work with a draft proposal for amendments to the Zoning Ordinance regarding regulation and permitting of Short-Term Rentals.

WHEREAS, Docket G 1-23, a draft legislative proposal for amendments to the standards for Short-Term Rentals, was initiated on January 23, 2023 with notice of the proposed amendments and a March 16, 2023 Planning Commission public hearing submitted to DLCD.

WHEREAS, on February 24, 2023, notice of the proposed amendments and the March 16, 2023 Planning Commission public hearing was mailed to property owners in the R-1, R-2, R-3, R-4, R-5, and O-R zones as provided in ORS 227.186.

WHEREAS, on March 7, 2023, notice of the application and the March 16, 2023 Planning Commission public hearing was published in the News Register in accordance with Section 17.72.120 of the Zoning Ordinance.

WHEREAS, on March 16, 2023, the Planning Commission held a duly noticed public hearing to consider the request. The Planning Commission recommended approval of the proposed amendments with revisions. The recommendation was to approve the January 19, 2023 draft with additional March 9, 2023 revisions. In addition, based on public testimony, the Planning Commission also recommended amendments to the Northeast Gateway Planned Development Overlay (Ordinance 4971) regarding the provisions regulating Short-Term Rentals applicable to properties with underlying residential zoning.

WHEREAS, on April 3, 2023, notice of the revised proposal and the May 23, 2203 City Council public hearing was submitted to DLCD.

WHEREAS, on April 14, 2023, additional notice of the revised proposal and the May 23, 2023 City Council public hearing was mailed to property owners of properties within the Northeast Gateway Overlay Zone with underlying residential zoning.

WHEREAS, on May 16, 2023, notice of the proposal and the May 23, 2023 City Council public hearing was published in the News Register in accordance with Section 17.72.120 of the Zoning Ordinance.

WHEREAS, the City Council received the Planning Commission recommendation and staff report, and has deliberated.

WHEREAS, the City Council, being fully informed about said request, found that the requested amendments attached as Exhibits A and B conform to the applicable criteria, including the Comprehensive Plan goals and policies, as well as the McMinnville Zoning Ordinance, based on the material submitted by the Planning Department and the findings of fact and conclusionary findings for approval in Exhibit C; and

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

1. The McMinnville Zoning Ordinance is amended as provided in Exhibit A; and
2. The Northeast Gateway Planned Development Overlay (Ordinance 4971) is amended as provided in Exhibit B; and
3. The Council adopts the Decision, Findings, and Conclusionary Findings for Docket G 1-23 attached as Exhibit C; and
4. The moratorium on issuance of permits for Short-Term Rentals enacted by Ordinance No. 5118 and extended by Ordinance No. 5127 is hereby ended on the effective date of this ordinance.
5. This Ordinance will take effect 30 days after passage by the City Council.

Passed by the McMinnville City Council this 23rd day of May 2023, by the following votes:

Ayes: _____

Nays: _____

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBITS:

- A. Amendments to McMinnville Zoning Ordinance (Title 17 of McMinnville Municipal Code)
- B. Amendments to Northeast Gateway Planned Development Overlay (Ordinance 4971)
- C. Decision, Findings, and Conclusionary Findings for Docket G 1-23

McMinnville Zoning Ordinance
Amendments for Short-Term Rentals

New text is in ***bold, italic, underline text***. Deleted text is in ~~strikethrough text~~

Chapter 17.12.

R-1 SINGLE-FAMILY RESIDENTIAL ZONING

17.12.010. Permitted Uses. In an R-1 zone, the following uses and their accessory uses are permitted:

...

- P. Short term rental, subject to the provisions of Section 17.72.110 and the following standards:
1. Short term rentals shall not be located within ~~200~~***500*** feet of another short term rental, or on the same property as another short term rental.
 2. Short term rentals shall be allowed in single dwellings, common-wall single dwellings, and accessory dwelling units (ADUs). The structure shall retain the characteristics of a residence.
 3. That a minimum of one off-street parking space be provided for each ~~guest room~~ ***bedroom in the dwelling in which the short-term rental is located as provided in Subsection 13. Required off-street parking shall be provided on the same property as the short-term rental, not on a different property through a parking agreement.***
 4. That signage is limited to only one non-illuminated or incidentally illuminated wooden sign not exceeding three (3) square feet of face area.
 5. That the duration of each guest's stay at the residence be limited to no more than 30 (thirty) consecutive days. ***The residence shall be subject to residential regulations when occupied or rented for more than 30 consecutive days.***
 6. That smoke detectors be provided as per the requirements for "lodging houses" in Ordinance No. 3997. ***A CO2 alarm must also be installed.***
 7. That the property owner ***or owner's appointed agent*** shall live within the geographic area of the 97128 zip code ~~or shall provide contact information of a person living within the geographic area of the 97128 zip code who~~ ***and shall be available 24 hours a day, 7 days a week*** to respond immediately to any emergency or complaint related to the short term rental. ***Prior to commencing the use as a Short-Term Rental, the contact information for the property owner or owner's appointed agent shall be mailed to the property owners and street addresses of the adjacent properties, Yamhill Communication Agency (YCOM), and the McMinnville Community Development Department. Any change in the contact information for the property owner or owner's appointed agent shall also be mailed to the adjacent property owners and street addresses,***

- YCOM, and the Community Development Department prior to the change. The mailing shall include the address and the Short-Term Rental permit number assigned by the Planning Department.**
8. **Failure to immediately and appropriately respond to any emergency or complaint, when viewed from the perspective of a reasonable homeowner, may result in enforcement action and revocation of the permit.**
 9. Permits shall be issued to the current property owner at the time of application. Permits do not transfer with the sale or conveyance of the property. Upon any change in ownership, the short term rental permit for the subject property will become void. The use of the subject property as a short term rental by the new owner will again be subject to the application and review procedures in Section 17.72.110. The following situations are not deemed to be a change in ownership for the purposes of this section:
 - a. Transfer of property from a natural person(s) to a Trust serving the same natural person(s) or to a family member pursuant to a Trust; or
 - b. Transfer of ownership pursuant to a will or bequest upon the death of the owner.
 10. **All city and state taxes shall be remitted in a timely manner.**
 11. **Prior to any advertising or operating the property for short-term rental use, the applicant shall register with the McMinnville Finance Department as a transient lodging provider. Local Transient Lodging Tax shall be collected and remitted to the City as provided in Chapter 5.10 of the McMinnville Municipal Code.**
 12. **Any listing or advertisement for the Short-Term Rental Permit shall include the permit number assigned by the Planning Department.**
 13. **Any offer for rent or operation of the dwelling for short-term rental use shall be limited to sleeping only in the bedrooms, except that a studio unit shall be subject to the same provisions as a 1-bedroom residence. Only a room with a built-in closet, window, and door shall be considered a bedroom.**
 14. **In addition to any other remedies for enforcement, up to and including full cost recovery for enforcement action, any Short-Term Rental operating without a valid and current permit may be subject to a daily citation/penalty. Repeat violations may result in revocation of the permit and preclude the ability to apply for a new permit for 12 months from the date of written revocation of the permit.**
 15. Permits must be renewed annually. Failure to renew the short term rental permit annually will result in the permit becoming void, and the use of the subject property as a short term rental will again be subject to the application and review procedures in Section 17.72.110 **in effect at the time of application.**
 16. Complaints on conditions 1 through ~~139~~ above will be reviewed by the Planning Commission at a public hearing. The Planning Commission will review complaints based on the criteria listed in Sections 17.74.030 and 17.74.040 of the zoning ordinance. If the short term rental is found to be in violation of the criteria, the Planning Commission may terminate the use. (Ord.

5104 §2, 2021; Ord. 5047 §2, 2018; Ord. 5040 §2, 2017; Ord. 4988 §1, 2015; Ord. 4984 §1, 2014; Ord. 4952 §1, 2012; Ord. 4912 §3, 2009; Ord. 4796 §1, 2003; Ord. 4564 §2, §3, 1994; Ord. 4534 §5(part), §7(part), 1993; Ord. 4499 §1, 1991; Ord. 4477 §1, 1990; Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).

17. **The provisions of this Section shall apply to new applications for Short-Term Rentals submitted on or after June 22, 2023. In addition, all provisions of this Section shall also apply to renewals, except that renewals of existing permits issued before June 22, 2023 made nonconforming relative to Subsections 1, 3, and 13 may continue to operate in accordance with the spacing standards, parking requirements, and authorized sleeping rooms in effect at the time the permit was approved.**

...

[Note: The list of permitted uses for the other zoning districts in which Short-Term Rentals are a permitted use reference this section and these standards].

Chapter 17.60 **OFF-STREET PARKING AND LOADING**

...

17.60.060 Spaces. Number required.

Except for the southerly 100 feet of Block 10 and the northerly 100 feet of Block 11, Rowland's Addition and the area bounded by Second Street, Adams Street, Fourth Street, and Galloway Street, at the time of erection of a new structure or at the time of enlargement or change of use of an existing structure, off-street parking spaces shall be provided as follows unless greater requirements are otherwise established. Where square feet are specified, the area measured shall be the gross floor area primary to the functioning of the particular use of the property but shall exclude space devoted to off-street parking or unloading.

- A. Residential land use category:
- | | |
|-------------------------------------|---|
| 1. Bed and breakfast establishments | One space for the first two guest sleeping rooms and an additional space for each additional guest sleeping room. |
|-------------------------------------|---|

- | | |
|---|--|
| 2. Fraternity, sorority, cooperative, or dormitory | One space per two sleeping accommodations. |
| 3. Multiple dwelling | One and one-half spaces per dwelling with less than three bedrooms, two spaces per dwelling unit with three or more bedrooms, and one space per dwelling unit which is expressly reserved for senior or handicapped persons. |
| 4. Single detached | Two spaces per dwelling with four or fewer bedrooms, and one additional space for every two additional bedrooms. |
| 5. Short-Term Rental and Resident Occupied Short-Term Rental. | Short Term Rental = One space for each guest room <u>bedroom in the dwelling in which the short-term rental is located, as provided in Section 17.12.010(P)(13)</u> ; Resident Occupied Short-Term Rental = one space per two permitted guest rooms. |

...

**Ordinance 4971: NE Gateway Planned Development Overlay
Amendments for Short-Term Rentals**

New text is in ***bold, italic, underline text***. Deleted text is in ~~strikethrough text~~

...

Section 6 – Permitted and Conditionally Permitted Uses.

...

Table 1

Use P – Permitted, C – Conditionally Permitted	Zone 1	Zone 2	Zone 3
<u>Residential</u>			
Single-Family	P ³	P ⁴	P – Only in R-2/R-4 zones
Social Relief Facility (up to 5 Individuals)	P	P	P
Two-Family	P	P	P ⁵
Multi-Family	P	P	P – Not permitted in R-2 zone
<u>Group Living</u>			
Assisted Living Facility/Nursing Home	C	C	C – Not permitted in R-2 zone
Social Relief Facility (six or more)	C	C	C
<u>Commercial</u>			
Animal Grooming	P	P	P – Not permitted in Res zones
Call Center/Centralized Office	P	P	P – Not permitted in Res zones
Club/Lodge	C	C	C – Not permitted in Res zones
Commercial Recreation Center	C	C	C – Not permitted in Res zones
Conference Center	C	C	C – Not permitted in Res zones
Daycare (up to 12 individuals)	P	P	P
Daycare (more than 12 individuals)	C	C	C
Financial Services	P	P	P – Not permitted in Res zones
Food and Beverage Establishment (non-drive-through)	P	P	P – Not permitted in Res zones
Laundry Services	P	P	P – Not permitted in Res zones
Lodging: Bed and Breakfast/Vacation Home Rental <u>Short-Term Rental</u>	P	P	P – C <u>P in Res zones, subject to STR standards of Res zone⁷</u>
Lodging: Hotel/Motel	P	P	P – Not permitted in Res zones
Office Medical/Professional	P	P	P – Not permitted in Res zones
Parking Lot (non-accessory to existing use)	P	P	P – Not permitted in Res zones
Parking Lot (public)	P	P	P – Not permitted in Res zones
Personal Services (including gym, spa, barber shop)	P	P	P – Not permitted in Res zones
<u>Resident-Occupied Short-Term Rental</u>	<u>P³</u>	<u>P⁴</u>	<u>P – P in Res zones, subject to ROSTR standards of Res zone⁸</u>
Retail Sales (General) up to 25,000 square feet on ground floor – non-auto	P	C	C – Not permitted in Res zones
Repair/Service (non-auto)	P	P	P – Not permitted in Res zones
Theater	P	P	P – Not permitted in Res zones

<u>Industrial</u>	-	P	-
Food/Beverage Manufacturing Industry, Light ⁶	-	P	-
<u>Civic</u>			
Church	C	-	C
College/University	C	C	C
Cultural Exhibit Center and Library	P	P	C
Government Building	C	C	C
School – Public or Private	C	C	C
<u>Mixed-Use</u>			
Artist Live/Work Space	P	P	P
Artist Live/Work Space with Retail Component	P	P	P – Not permitted in Res zones
Food/Beverage Manufacturing with a Retail Component	P	P	P – Not permitted in Res zones
Commercial/Residential with a Residential Component Above	P	P	P – Not permitted in Res zones
Light Industrial with a Residential Component Above	-	P	-
Light Industrial with a Retail Component	-	P	-
<u>Expansion of a Non-Conforming Use</u>	-	-	-

³ Permitted as a mixed-use above first floor commercial

⁴ Permitted as a mixed-use above first floor commercial

⁵ R-2 Standards in Chapter 17.15 apply to two-family in Zone 3

⁶ Manufacturing of goods carried out without detriment to the amenity of the area by reason of noise, vibration, smell, fumes, smoke, soot, ash, dust, or grit.

⁷ Short-Term Rentals are permitted in Residential zones subject to the standards for Short-Term Rentals that apply in the underlying residential zone, see Section 17.12.010(P) of the Zoning Ordinance.

⁸ Resident-Occupied Short-Term Rentals are permitted in Residential zones subject to the standards for Resident-Occupied Short-Term Rentals that apply in the underlying residential zone, see Section 17.12.010(O) of the Zoning Ordinance.



City of McMinnville
Community Development
231 NE Fifth Street
McMinnville, OR 97128
503-434-7311
www.mcminnvilleoregon.gov

DECISION, FINDINGS OF FACT AND CONCLUSIONARY FINDINGS FOR THE APPROVAL OF LEGISLATIVE AMENDMENTS TO THE MCMINNVILLE ZONING ORDINANCE AND THE NE GATEWAY PLANNED DEVELOPMENT OVERLAY (ORDINANCE 4971), DOCKET G 1-23, RELATING TO SHORT-TERM RENTALS

DOCKET: G 1-23

REQUEST: Proposed amendments to the McMinnville Zoning Ordinance and the NE Gateway Planned Development Overlay (Ordinance 4971), adopting amended standards for Short-Term Rentals.

Zoning Ordinance. The proposed amendment would amend the standards for Short-Term Rentals in the R-1, R-2, R-3, R-4, R-5, and O-R zones.

Short-Term Rentals are listed as a permitted use in these zoning districts, subject to the standards provided in Section 17.12.010(P) of the Zoning Ordinance. The proposed amendment would amend the standards in Section 17.12.010(P). The proposed amendment also amend the off-street parking provisions for Short-Term Rentals in Chapter 17.60 of the Zoning Ordinance to provide internal consistency with the amended standards.

NE Gateway Planned Development Overlay (Ordinance 4971). The proposal would also amend the provisions of the NE Gateway Overlay Zone (Ordinance 4971) as follows: For those properties in the NE Gateway Overlay Zone that have underlying residential zoning, the amendments would change the provisions for Short-Term Rentals to match those that apply to other residentially-zoned properties that aren't within the NE Gateway Overlay Zone.

This means that for properties with underlying residential zoning within the NE Gateway Overlay Zone (only present within Subarea 3), Short-Term Rentals would be listed as a permitted use subject to the same standards that apply to Short-Term Rentals in residential zones including spacing standards, rather than remaining listed as a Conditional Use subject to the Conditional Use Permit criteria.

LOCATION: N/A. The proposal is a legislative text amendment.

ZONING: N/A. The proposal is a legislative text amendment.

APPLICANT: City of McMinnville

STAFF: Tom Schauer, Senior Planner

HEARINGS BODY: McMinnville Planning Commission

DATE & TIME: March 16, 2023, 6:30pm. Hybrid In-Person and Zoom Online Meeting:

In Person: Kent Taylor Civic Hall, 200 NE 2nd Street, McMinnville

Zoom Meeting:
<https://mcminnvilleoregon.zoom.us/j/89368634307?pwd=M0REY3RVSzFH eFdmK2pZUmJNdkdSZz09>

Zoom Meeting ID: 893 6863 4307
Zoom Passcode: 989853

Or you can call in and listen via zoom: 1-253-215-8782
ID: 893 6863 4307

DECISION-MAKING

BODY: McMinnville City Council (Public Hearing)

DATE & TIME: May 23, 2023, 6:00pm. Hybrid In-Person and Zoom Online Meeting:

In Person: Kent Taylor Civic Hall, 200 NE 2nd Street, McMinnville

Zoom Meeting:
<https://mcminnvilleoregon.zoom.us/j/87942133731?pwd=b2wxVk1ldUV2a3Jw WnpHM2ppOVUwdz09>

Zoom Meeting ID: 879 4213 3731 **Zoom Passcode:** 028563

Or join the ZOOM meeting by phone: +1 253 215 8782
Meeting ID: 879 4213 3731

PROCEDURE: The application is subject to the legislative land use procedures specified in Sections 17.72.120 - 17.72.160 of the McMinnville Municipal Code.

CRITERIA: Amendments to the McMinnville Zoning Ordinance must be consistent with the Goals and Policies in Volume II of the Comprehensive Plan and the Purpose of the Zoning Ordinance.

APPEAL: The Planning Commission makes a recommendation to the City Council, and the City Council makes the final decision. The City Council's decision on a legislative amendment may be appealed to the Oregon Land Use Board of Appeals (LUBA) within 21 days of the date written notice of the City Council's decision is mailed to parties who participated in the local proceedings and entitled to notice and as provided in ORS 197.620 and ORS 197.830, and Section 17.72.190 of the McMinnville Municipal Code.

DECISION

Based on the findings and conclusionary findings, the City Council **APPROVES** the legislative amendments to the Zoning Ordinance and the NE Gateway Planned Development Overlay (Ordinance 4971), Docket G 1-23.

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

City Council: _____
Remy Drabkin, Mayor

Date: _____

Planning Commission: _____
Sidonie WInfield, Chair of the McMinnville Planning Commission

Date: _____

Planning Department: _____
Heather Richards, Community Development Director

Date: _____

I. APPLICATION SUMMARY

This application is a legislative proposal for proposed amendments to the McMinnville Zoning Ordinance and the NE Gateway Planned Development Overlay (Ordinance 4971), adopting amended standards for Short-Term Rentals.

Zoning Ordinance. The proposed amendment would amend the standards for Short-Term Rentals in the R-1, R-2, R-3, R-4, R-5, and O-R zones.

Short-Term Rentals are listed as a permitted use in these zoning districts, subject to the standards provided in Section 17.12.010(P) of the Zoning Ordinance. The proposed amendment would amend the standards in Section 17.12.010(P). The proposed amendment would also amend the off-street parking provisions for Short-Term Rentals in Chapter 17.60 of the Zoning Ordinance to provide internal consistency with the amended standards.

NE Gateway Planned Development Overlay (Ordinance 4971). The proposal would also amend the provisions of the NE Gateway Overlay Zone (Ordinance 4971) as follows: For those properties in the NE Gateway Overlay Zone that have underlying residential zoning, the amendments would change the provisions for Short-Term Rentals to match those that apply to other residentially-zoned properties that aren't within the NE Gateway Overlay Zone.

This means that for properties with underlying residential zoning within the NE Gateway Overlay Zone (only present within Subarea 3), Short-Term Rentals would be listed as a permitted use subject to the same standards that apply to Short-Term Rentals in residential zones including spacing standards, rather than remaining listed as a Conditional Use subject to the Conditional Use Permit criteria.

II. ATTACHMENTS

- Attachment 1. Amendments (See Exhibits to Ordinance 5134)

III. FINDINGS OF FACT – GENERAL FINDINGS

1. On July 12, 2022, the McMinnville City Council enacted a moratorium on the issuance of Short-Term Rental Permits, which became effective August 12, 2022 (Ordinance 5118).
2. On November 22, 2022, the City Council adopted Ordinance 5127 extending the moratorium from December 29, 2022 to June 29, 2023 while the Planning Commission and Planning Department staff continue to re-evaluate the Zoning Ordinance as it pertains to permitting Short-Term Rentals.
3. This action was based primarily on the fact that several residential neighborhoods, especially those closer to the downtown area, were experiencing an increasing number of short terms rentals in their neighborhoods causing residents to become concerned about the quality of life, health, safety and community interaction within the neighborhoods.
4. The City Council cited the following concerns in the adoption of the moratorium:

- McMinnville is experiencing severe constraints in housing land supply which is leading to a deficit in housing units being built in the community to meet housing demand. With a lack of supply and significant demand, housing prices have escalated exponentially in the past couple of years;
 - At the same time, tourism has increased in McMinnville exponentially as well. Increased housing prices and increased demand for tourism lodging has led to a greater than normal demand on housing to be leveraged as short-term rentals;
 - Residential neighborhoods are experiencing an increasing amount of short term rentals causing residents to become concerned about the quality of life, health, safety and community interaction within the neighborhoods;
 - McMinnville's zoning ordinance currently has a spacing separation of 200' between short term rentals. This has proven to be too much density of short-term rentals in some neighborhoods. The City would like to evaluate the impacts of short-term rentals on residential neighborhoods during the moratorium and recommend solutions for moving forward.
5. Docket G 1-23 is a legislative package of City-initiated proposed zoning ordinance amendments related to short-term rentals. The proposed amendments address compatibility of short-term rentals in residential zones.

IV. FINDINGS OF FACT - PROCEDURAL FINDINGS

1. On January 23, 2023, notice of the application and the March 16, 2023 Planning Commission public hearing was provided to DLCD.
2. On February 24, 2023, notice of the proposed amendments and the March 16, 2023 Planning Commission public hearing was mailed to property owners in the R-1, R-2, R-3, R-4, R-5, and O-R zones as provided in ORS 227.186.
3. On March 7, 2023, notice of the application and the March 16, 2023 Planning Commission public hearing was published in the News Register in accordance with Section 17.72.120 of the Zoning Ordinance.
4. On March 16, 2023, the Planning Commission held a duly noticed public hearing to consider the request. The Planning Commission made a recommendation to City Council to adopt amended standards for Short-Term Rentals. The recommendation also included proposed amendments to the NE Gateway Planned Development Overlay (Ordinance 4971) for properties with underlying residential zoning.
5. On April 3, 2023, notice of the revised proposal and the May 23, 2023 City Council public hearing was submitted to DLCD.
6. On April 14, 2023, additional notice of the revised proposal and the May 23, 2023 City Council public hearing was mailed to property owners of properties within the Northeast Gateway Overlay Zone with underlying residential zoning.

7. On May 16, 2023, notice of the proposal and the May 23, 2023 City Council public hearing was published in the News Register in accordance with Section 17.72.120 of the Zoning Ordinance.
8. On May 23, 2023, the City Council held a duly noticed public hearing.

V. CONCLUSIONARY FINDINGS:

The Conclusionary Findings are the findings regarding consistency with the applicable criteria for the application.

Zoning Ordinance

The Purpose Statement of the Zoning Ordinance serves as a criterion for Zoning Ordinance amendments:

17.03.020 Purpose. The purpose of the ordinance codified in Chapters 17.03 (General Provisions) through 17.74 (Review Criteria) of this title is to encourage appropriate and orderly physical development in the city through standards designed to protect residential, commercial, industrial, and civic areas from the intrusions of incompatible uses; to provide opportunities for establishments to concentrate for efficient operation in mutually beneficial relationship to each other and to shared services; to provide adequate open space, desired levels of population densities, workable relationships between land uses and the transportation system, adequate community facilities; and to provide assurance of opportunities for effective utilization of the land resources; and to promote in other ways public health, safety, convenience, and general welfare.

FINDING: SATISFIED. The proposal amends standards for short-term rentals in residential zones to address their compatibility in residential neighborhoods in terms of their concentration/intensity as well as appropriate use standards. The Planning Commission evaluated a variety of issues, including different spacing standards. The proposal reflects the balancing of the needs of neighborhood residents and visitors to McMinnville in a manner that addressed compatibility of short-term rentals in residential neighborhoods.

Comprehensive Plan

As described in the Comprehensive Plan, the Goals and Policies of the Comprehensive Plan serve as criteria for land use decisions. The following Goals and Policies from Volume II of the McMinnville Comprehensive Plan are applicable to this request:

CHAPTER VI. TRANSPORTATION SYSTEM

GOAL VI 1: TO ENCOURAGE DEVELOPMENT OF A TRANSPORTATION SYSTEM THAT PROVIDES FOR THE COORDINATED MOVEMENT OF PEOPLE AND FREIGHT IN A SAFE AND EFFICIENT MANNER

PARKING

Policies:

126.00 *The City of McMinnville shall continue to require adequate off-street parking and loading facilities for future developments and land use changes.*

FINDING: SATISFIED. The proposed amendments address provision of adequate off-street parking for short-term rentals in residential zones.

CHAPTER X. CITIZEN INVOLVEMENT AND PLAN AMENDMENT

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

FINDING: SATISFIED. The proposal is consistent with this applicable Goal of Chapter X of the Comprehensive Plan.

The proposed amendments address action items in the ***MAC-Town 2032 Economic Development Strategic Plan.***

The City Council adopted the ***MAC-Town 2032 Economic Development Strategic Plan*** by Resolution 2019-16 on March 12, 2019. The plan was developed with a Project Advisory Committee and extensive public process. The following are excerpted from the Plan:

Goal 3: Maintain and Enhance our High Quality of Life.

- 3.4. Invest in McMinnville's neighborhoods.
- 3.4.2 Ensure that regulations and City investments encourage livability.
- Potential Tasks or Projects: ...Evaluate the adequacy of current policy regarding vacation and short-term rentals to balance the needs of neighborhood residents and visitors to McMinnville.

The City Council adopted a moratorium to provide the opportunity to evaluate policies regarding short-term rentals to address balancing of the needs of neighborhood residents and visitors to McMinnville.

The Planning Commission held a series of work session in September 2022, October 2022, December 2022, and January 2023 to evaluate policies and consider best practices, including those of other communities. After evaluation of alternatives, in January 2023, the Planning Commission agreed on a draft proposal to initiate the public hearing process for public consideration. The Commission determined that the proposed amendments best balanced the needs of neighborhood residents and visitors to McMinnville, and that the proposed amendments should be considered through the public hearing process. At the March 16, 2023 public hearing, the Planning Commission made a recommendation that reflected the major elements in the January 2023 draft, additional revisions that arose related to litigation of a Short-Term Rental application, and revisions related to regulation of Short-Term Rentals for properties within the NE Gateway Planned Development Overlay with underlying residential zoning.

Notice of the proposal and public hearing was provided to DLCD, published in the newspaper, and mailed to owners of property owners in the R-1, R-2, R-3, R-4, R-5, and O-R zones. Additional mailed notice of the Planning Commission recommendation and the City Council public hearing was mailed to owners of properties within the NE Gateway Planned Development Overlay with underlying residential zoning.

The public hearing process provides further opportunity for consideration of citizen involvement and input and associated deliberation.



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

www.mcminnvilleoregon.gov

MINUTES

March 16, 2023
Planning Commission
Regular Meeting

3:00 pm
Hybrid Meeting
McMinnville, Oregon

Members Present: Sidonie Winfield, Beth Rankin, Dan Tucholsky, Matt Deppe, Gary Langenwaller, Lori Schanche, Megan Murray, Sylla McClellan, and Brian Randall

Members Absent:

Staff Present: Heather Richards – Community Development Director, Tom Schauer – Senior Planner, John Swanson – Senior Planner, Adam Tate – Associate Planner, and Carrie Richter – Bateman Seidel Legal Counsel

1. Call to Order

Chair Winfield called the meeting to order at 3:00 p.m.

2. Citizen Comments

None

3. Minutes

- **January 19, 2023**

Commissioner Langenwaller MOVED to APPROVE the January 19, 2023 minutes. SECONDED by Commissioner Murray. The motion PASSED 9-0.

4. Public Hearings

- A. **Judicial Hearing: Appeal of Historic Landmarks Committee of Denial for three Certificates of Approval for the demolition of a historic resource at 609, 611 and 619 NE Third Street (HL 6-22, HL 7-22 and HL 8-22), and the compliance of the new construction of the Gwendolyn Hotel with the Downtown Design Guidelines and Standards (Docket DDR 2-22).**

Continuation from March 2, 2023

Request: Request to demolish three historic resources and build a new five-story hotel with ground floor commercial, programmed roof deck and underground parking structure.

Location: Tax Lots, R4421 00900 and 01200

Applicant: Steve Kay, Cascadia Planning, on behalf of Anders Johansen, property owner

****Recording started here, not at the opening of the hearing.**

Staff Report: Community Development Director Richards said this was a request for a zone map amendment for two tax lots that were not currently in the City. She discussed the subject site, Comprehensive Plan designation, flood area zone, R-1 after annexation, review criteria, annexation process, annexation agreement, future Yamhill River multi-purpose trail, conditions, and public testimony. Staff recommended approval with conditions.

There was discussion regarding the floodplain map and septic system.

Applicant’s Testimony: Steve Kay, Cascadia Planning and Development Services, was representing the applicant. The applicant was planning to annex a 30 acre site and change the property zoning to R-1 and FP consistent with the Comprehensive Plan Map designations. The property paralleled the Yamhill River and was mostly encumbered by a 100 year flood plain and conservation easement along the waterway. Therefore, less than an acre was available for development. The site that could be developed was located at the end of Nehemiah Lane and the maximum development was three single family homes. They intended to only build one single family home on the site and it could be connected to all public utilities except sewer. They would be putting in a private septic system. The Council had approved the annexation agreement and the findings supported that all criteria have been met.

Public Testimony: None

Chair Winfield closed the public hearing.

The applicant waived the 7 day period for submitting final written arguments in support of the application.

Based on the findings of fact, conclusionary findings for approval, and materials submitted by the applicant and evidence in the record, Commissioner Tucholsky MOVED to RECCOMEND APPROVAL of ZC 3-22 to the City Council with the conditions of approval. SECONDED by Commissioner Langenwalter. The motion PASSED 9-0.

***** C. Legislative Hearing (Docket G 1-23): Proposed amendments to the McMinnville Zoning Ordinance, adopting amended standards for Short-Term Rentals**

Request: The proposed amendment would amend the standards for Short-Term Rentals in the R-1, R-2, R-3, R-4, R-5, and O-R zones. Short-Term Rentals are listed as a permitted use in these zoning districts, subject to the standards provided in Section 17.12.010(P) of the Zoning Ordinance. The proposed amendment would amend the standards in Section 17.12.010(P). The proposed amendment would also amend the off-street parking provisions for Short-Term Rentals in Chapter 17.60 of the Zoning Ordinance to provide internal consistency with the amended standards.

Docket: G 1-23

Location: N/A. This is a proposed Zoning Ordinance Text Amendment

Applicant: City of McMinnville

Chair Winfield opened the public hearing and read the hearing statement. She asked if there was any objection to the jurisdiction of the Commission to hear this matter. There was none. She asked if any Commissioner wished to make a disclosure or abstain from participating or voting on this application. There was none.

Staff Report: Senior Planner Schauer gave a presentation on the amendments to the standards for short term rentals in the R-1, R-2, R-3, R-4, R-5, and O-R zones. He explained the background on this item, written testimony received, applicable criteria, principal changes from the current standards, maps showing existing short term rentals based on a 200 foot spacing standard and 500 foot spacing standard, and questions/comments from the last hearing. Staff recommended approval subject to minor punctuation/scrivener's corrections.

There were questions about City law superseding any HOA rules, registering with the Finance Department, and Alpine Avenue overlay district.

Public Testimony:

Opponent: Blake Lundstrom, McMinnville resident, said the proposed 500 foot spacing standard would take away the option for people to rent out rooms in their homes. These were not corporations but McMinnville residents who needed the source of income and if the standard was changed it would only benefit corporations. He thought the 500 feet was excessive for the less than 1% of available homes which were short term rentals. He did not think this was a problem in McMinnville, and the threshold should be higher before considering this change.

Senior Planner Schauer clarified there were two categories for short term rentals, one when the entire home was rented out and the other where the home was occupied but one room was being rented out. The second scenario was not subject to the spacing standard.

Mr. Lundstrom was speaking about both scenarios.

Proponents: Kenneth Yount, McMinnville resident, was in favor of the proposed changes as he had seen many homes go to short term rentals instead of being used to house families. It affected the younger generation who had to live with family members and were displaced from their homes. More homes available to families to live in made better students and citizens in the future.

Jim Kreutzbender, McMinnville resident, asked the Commission to consider including the two blocks of housing in the NE Gateway District in the spacing standard.

Community Development Director Richards explained because the district was intended to be a commercial use, short term rentals were required to get a condition use and would not be subject to the spacing standard.

Jim Kreutzbender said there was one short term rental in this area currently.

There was discussion regarding the process for including these two blocks in the spacing standard.

Mark Davis, McMinnville resident, thought the 500 feet was reasonable. He thought they should have included the commercial zones as well. Short term rentals had a big impact on residential in the commercial zones. There was a lack of affordable housing in the City and short term rentals impacted the amount of housing stock there was in the community.

Anna Barsotti, McMinnville resident, spoke about being a teacher and how difficult it was to afford housing in the City. She thought they needed to protect the housing that was hard to come by for the workforce. Neighborhoods changed when people did not live there and were no longer invested.

Pat Russell, McMinnville land owner, was in support of the changes to protect neighborhoods as residential neighborhoods and a sense of community. Short term rentals affected housing affordability and comfort level of neighbors knowing who was next door to them.

Janette Bailey, McMinnville resident, lived in a condo and her HOA did not allow rentals, which contributed to a high quality neighborhood. She also owned rentals in McMinnville and she thought long term rentals were important, especially for those who could not afford a home of their own. There should be homes for people who lived in McMinnville and people coming from out of state to buy vacation rentals degraded quality of life for those who lived here.

Chair Winfield closed the public hearing.

There was discussion regarding concerns in the letters that were received about advertising based on the number of bedrooms and how parking was tied to the number of bedrooms, posting key City ordinances in a prominent spot in the rental, and having more than one emergency contact. There was also discussion regarding the cons of including the Gateway District in the spacing standard.

Based on the findings of fact, conclusionary findings for approval, and materials submitted by the applicant, Commissioner Tucholsky MOVED to RECOMMEND APPROVAL of G 1-23 to the City Council and to include the underlying residential zone in Zone 3 of the NE Gateway District. SECONDED by Commissioner Langenwalter. The motion PASSED 9-0.

5. Commissioner Comments

None

6. Staff Comments

Community Development Director Richards discussed upcoming meeting agenda items.

7. Adjournment

Chair Winfield adjourned the meeting at 8:18 p.m.



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

MEMORANDUM

DATE: March 15, 2023
TO: Planning Commission Members
FROM: Tom Schauer, Senior Planner
SUBJECT: Public Testimony Received to Date for G 1-23: Zoning Ordinance Amendments for Short-Term Rentals

STRATEGIC PRIORITY & GOAL:



HOUSING OPPORTUNITIES (ACROSS THE INCOME SPECTRUM)
Create diverse housing opportunities that support great neighborhoods.

Attached is the written public testimony submitted to the Planning Department as of March 15, 2023 at noon.

1. Letter from Mark Pitts received via e-mail attachment on March 11, 2023.
2. March 12, 2023 Letter from Jonathan Booth hand-delivered to the Planning Department on March 13, 2023.
3. March 15, 2023 e-mail from Compton Crest HOA (compton.crest.hoa@gmail.com)
4. March 15, 2023 e-mail from Steve Olsen

Response to proposed changes to 17.12010

To Whom It May Concern:

I am writing to express my support for the proposed changes to McMinnville Zoning Ordinance 17.12.010. Specifically:

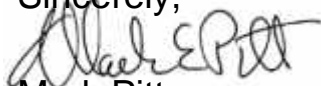
- In item 1, much appreciate the more than doubling of the space between rentals--from 200 to 500 feet.
- In item 3, the change from “guest room” to “bedroom.”
- In item 7, I especially appreciate the addition of 24/7 to make it clear to skeptical applicants that yes indeed it DOES mean whenever a potential infraction occurs AND the addition of advanced notification of surrounding homeowners of contact information. These are excellent improvements! Thank you.
- In item 10, the requirement to include the permit number in advertising would have helped with the premature advertising of a recent applicant.

That said, a couple of questions/suggestions:

- In item 3, would it make any sense to add “as indicated in property listings or advertisements.” In one recent application, there seemed to be a disconnect between the number of bedrooms listed in the house diagram and the number indicated in property listings on rental sites.” Would there be benefit in requiring a connection between the two?
- In item 7, I can imagine that, in the absence of knowledge of local ordinances, rental guests might be noisy beyond allowed hours or park outside of assigned places and “I didn’t know” being used as an excuse by a series of guests. Could the city require the posting of key city ordinances in a prominent place in the home to encourage renters to obey the law AND to avoid the excuse that “I didn’t know”?
- In the new item 13, should the phrase be revised to say “Complaints on conditions 1 through 10 above...” since the new item 10 is a violation/enforcement issue?

Thank you to the Planning Commission, to Heather Richards, and to the special ad hoc committee that worked on these issues.

Sincerely,



Mark Pitts



ATTACHMENT 2

Jonathan and Karleen Booth
3844 NE Joel St
McMinnville, OR 97128

503-599-7040

JB@JKBtoday.com

Sunday, March 12, 2023

McMinnville Planning Department
City of McMinnville
231 NE 5th Street
McMinnville, OR 97128

Dear friends

Zoning Ordinance for Short-Term Rentals

Thank you for your notice dated February 24th, 2023.

I understand the limitations of the notice, but I hope that at the public meeting, we will hear a clearly articulated reasoning for this proposal. Clearly, the Docket itself sets out some reasons for this proposal but doesn't provide any data on which the issues are based.

I want to comment on the following clauses:

O.7 – In general this appears to be a sensible proposal, but the clause only allows for a single person to be the emergency complaint person. This would result in this person having to ensure that they, and they alone, were always available which seems unreasonable and unworkable. Would it not make more sense to have 1 or more people with contact details and one of them to be available at all times? The regulation as it exists is unworkable.

With regard to O.3 and 17.60.060 Section 5 it appears that this is either unchanged or reduced in that Short Term Rental properties that are not owner-occupied require one space per bedroom rather than a guest room as before. As guest rooms might include rooms other than sleeping quarters this might be a reduction in the requirement but a home with three bedrooms would require three off-road parking spaces.

O.10 May I presume from this that the permit number will have to be included in AirBnB listings in future?

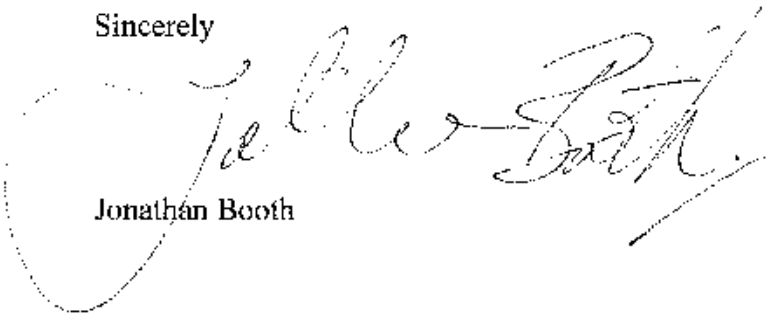
Overall, with regard to this docket, I am not seeing any reference to transitional arrangements. For example, are existing permit holders being “grandfathered in”, or will those within 500 feet of each other have to compete for authorization?

I would be grateful to know the renewal date for my permit and what the City intends to do to ensure that these dates are informed to

Is the requirement to provide contact details going to be made with the completion of a specific form created by the city?

Finally, I want to say that I fully support the council in taking a strategic look at this issue and I hope these comments will be viewed as helpful and will lead to further clarification.

Sincerely


Jonathan Booth

Planning

From: Compton Crest <compton.crest.hoa@gmail.com>
Sent: Wednesday, March 15, 2023 10:53 AM
To: Planning
Cc: Hyder Lot 21; Bunn Lot 25; Carson Lot 27
Subject: Docket G1-23 Proposed amendments to the McMinnville Zoning Ordinance

This message originated outside of the City of McMinnville.

To: City of McMinnville Planning Commission

planning@mcminnvilleoregon.gov

From: Compton Crest Homeowners’ Association, Inc. [Compton Crest HOA]

compton.crest.hoa@gmail.com

REF: Docket G1-23 Proposed amendments to the McMinnville Zoning Ordinance, adopting amended standards for Short-Term Rentals [STR]

Submitted comments for the March 16, 2023, McMinnville Planning Commission Public Hearing

The Compton Crest HOA Board is aware of the proposed changes to the City of McMinnville’s short-term rental [STR] standards. Our Board totally agrees with the direction the Planning Commission is taking by putting more controls over STR in McMinnville.

We have been an HOA in McMinnville since 2007 and are proud of our neighborhood and association. We would like the Commission to consider the wishes of our HOA in this process. Our HOA is a legal entity that represents 47 lot owners and our CC&Rs reflect what our Owners want for their neighborhood and their investment. We do not want our quiet neighborhood to be impacted by potential “party houses” and the traffic, safety and other issues that can arise from short term rentals. After a review of our CC&Rs at our October 2022 annual Owners meeting, our Owners agreed, as did the Board, that our HOA does not want to have STR in our neighborhood. These wishes of the Owners will be reflected in our CC&Rs update this year.

We respectfully request that the Planning Commission ~~to~~ consider two things:

- Adding language to the ordinance that HOA guidelines per their CC&Rs be considered in the STR licensing process; and
- That HOAs in McMinnville be afforded an opportunity to approve or deny STR in their HOA neighborhoods during the licensing application process, perhaps by requiring HOA approval correspondence be attached to the application, for any neighborhoods governed by an HOA.

Thank you for your consideration.

Sincerely,

The Compton Crest Homeowners' Association Board

Mark Hyder, President

Leah Carson, Vice President

Bob Bunn, Treasurer

Catherine Olsen, Secretary

Planning

From: combes50712@mypacks.net
Sent: Wednesday, March 15, 2023 2:29 PM
To: Planning
Subject: Docket G1-23

This message originated outside of the City of McMinnville.

TO: City of McMinnville Planning Commission - planning@mcminnvilleoregon.gov

From: Steve Olsen - combes50712@mypacks.net

REF: Docket G1-23 Proposed amendments to the McMinnville Zoning Ordinance, adopting amended standards for Short-Term Rentals [STR]

Comments for the March 16, 2023, McMinnville Planning Commission Public Hearing

I am glad to see that the Commission is addressing short-term rentals in McMinnville and I want to submit my comments. I live in a neighborhood that is an HOA with CC&Rs. If people want to turn their homes into short-term rentals I would like the Commission to require them to have their HOA Board's approval. I appreciate my neighbors and the community we have but I do not think short-term rentals will enhance our neighborhood. I would like HOA Boards to have a say in the decision on whether short term rentals should be allowed in their neighborhoods.

Thank you, Steve Olsen

Visit McMinnville

City Council Session
23 May 2023

Founding **Vision, Mission, & Values**

Vision

Cultivate the visitor economy in McMinnville to enhance quality of life for our community.

Mission

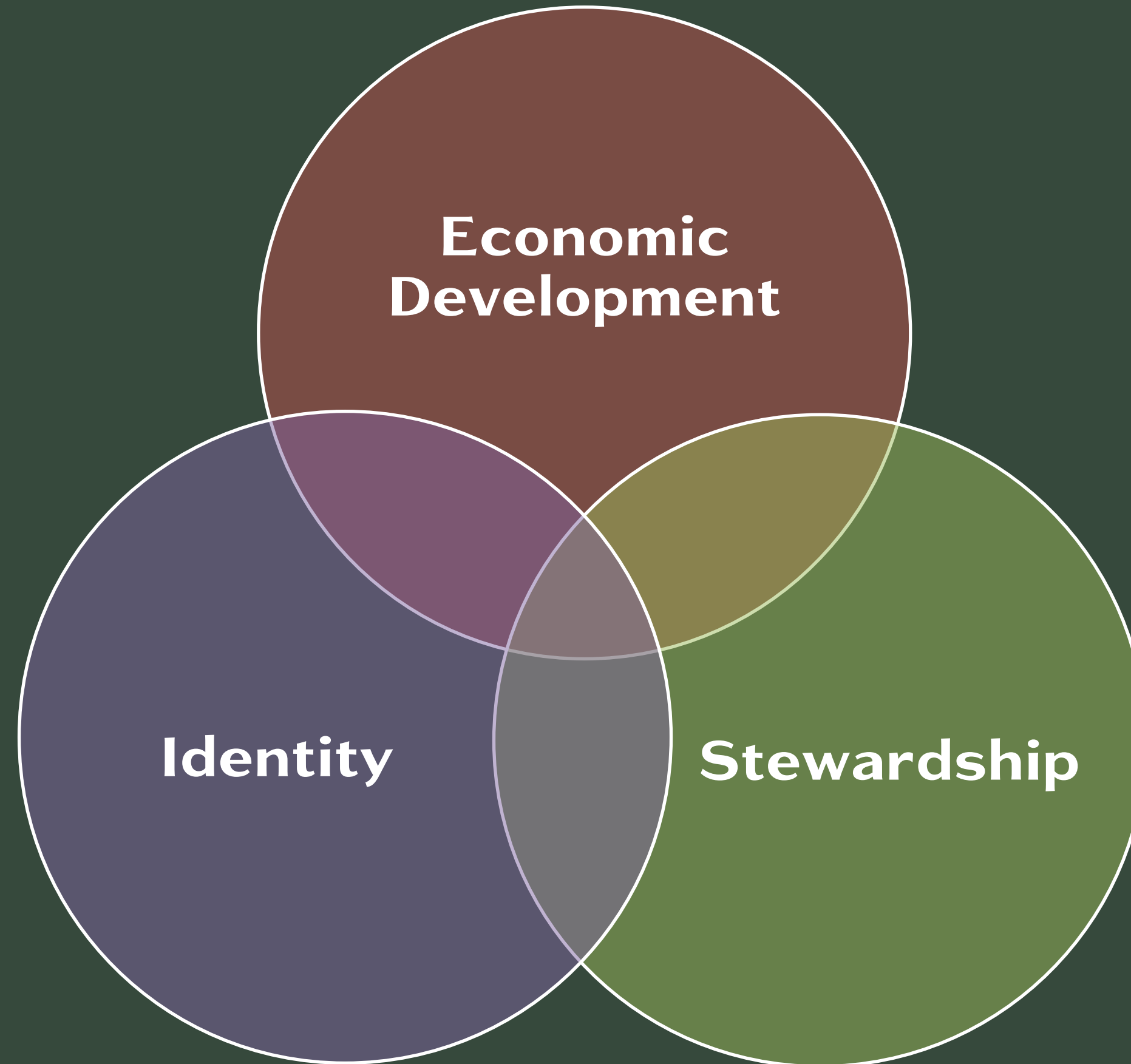
Guide the development of McMinnville as a year-round destination, responsibly promote its assets, and enrich the visitor experience while supporting livability for locals.

Values Statements

- **Develop and nurture collaborative partnerships.**
- **Embrace innovation and possibility.**
- **Operate transparently, inclusively, and equitably.**
- **Honor community.**



Pillars of Sustainable Operation



Pillars of Sustainable Operation

Economic Development

- Developing destination for the long term to attract new business & opportunities
- Increasing tax revenue for the City of McMinnville
- Creating living wage job opportunities for residents
- Expanding activities that can be enjoyed by visitors & locals alike

Stewardship

- Investment in opportunities for arts, culture, & recreation
- Sustainable business practices
- Excellence in financial stability
- Championing a welcoming atmosphere for all

Identity

- Creation & protection of 'brand' McMinnville – how the world views us
- Promotion of McMinnville's assets to visitors, locals, & new business
- Innovation, care, collaboration, & creativity in all endeavors
- Fostering positivity & possibility

Visit McMinnville

Our Board



Erin Stephenson

Board Chair

Atticus Hotel, 3rd Street Flats,
Mack Theater



Teresa Smith

Treasurer

Citizens Bank



Courtney Cunningham

Board Vice Chair

Pizza Capo, Glint Creative



Ellen Brittan

Past Treasurer

Brittan Vineyards



Visit McMinnville

Our Board



Jeff Towery
City Staff Liaison



Adam Garvin
City Council Liaison



Jenny Berg
City Staff Liaison



Cindy Lorenzen
The Sage Restaurant



Visit McMinnville

Our Board



Hallie Whyte
Soter Vineyards



Jen Feero
La Bella Casa &
Willamette West



Dani Chisholm
McMenamins Hotel Oregon



Erin Gilchrist
A'Tuscan Estate B&B



Visit McMinnville

Our Staff



Jeff Knapp

CEO/President
2015



Kitri McGuire

**VP of Strategic
Communications**
2016



James Howe

**Marketing
Coordinator
& Arts Liaison**
2019



Lee McCollins

Marketing Manager
2022



Visit McMinnville Our Staff



Steve Halasz
Founder & CEO
Blue Room Research



Fiscal Year 2023 Recap

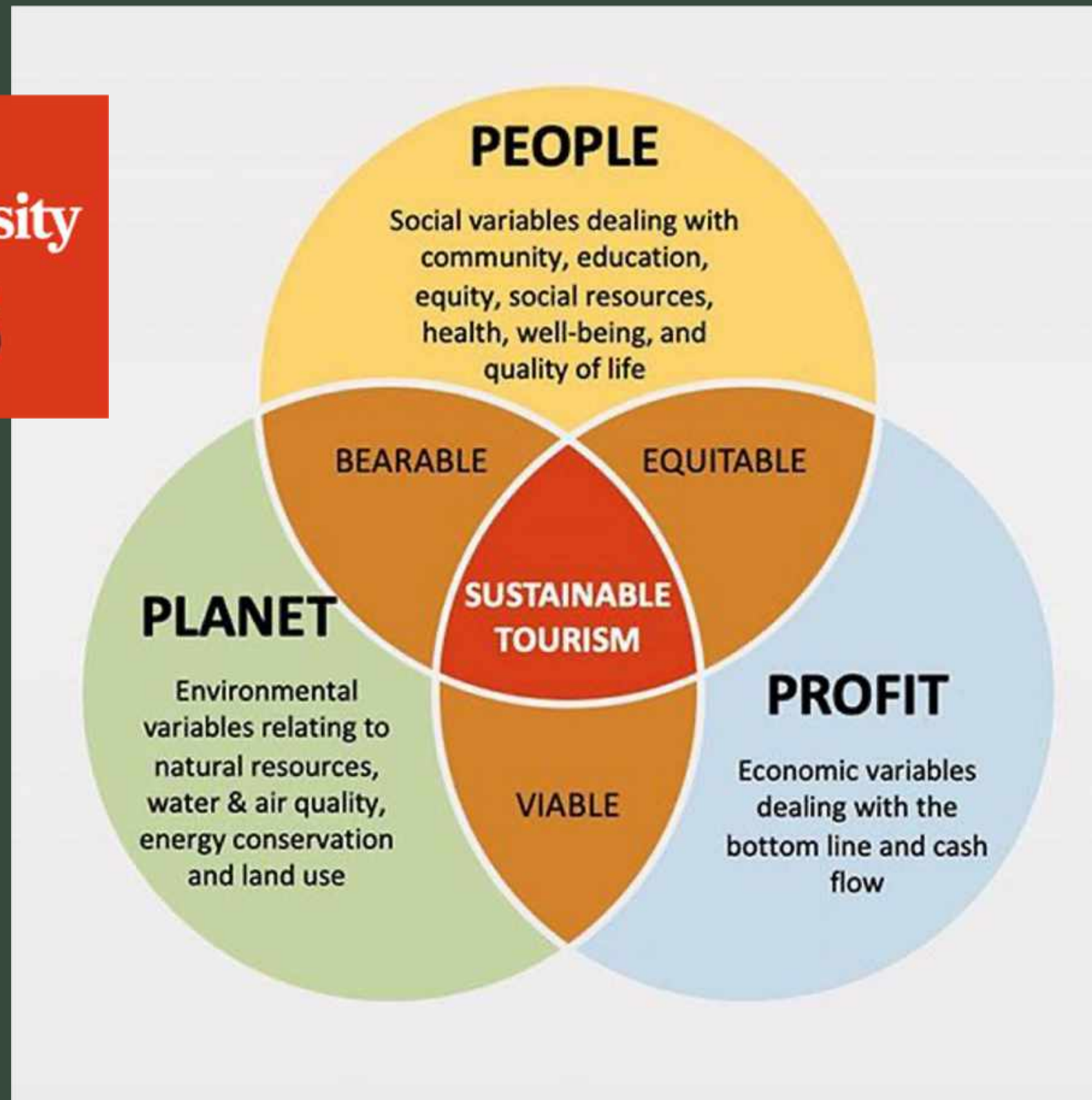


Organizational **Accomplishments**

- **Team Expansion + Lee McCollins**
- **Board Succession Planning**
- **Board & Staff DEI Training**
- **Move to New Office**



Resident Sentiment Survey with OSU Sustainable Tourism Lab



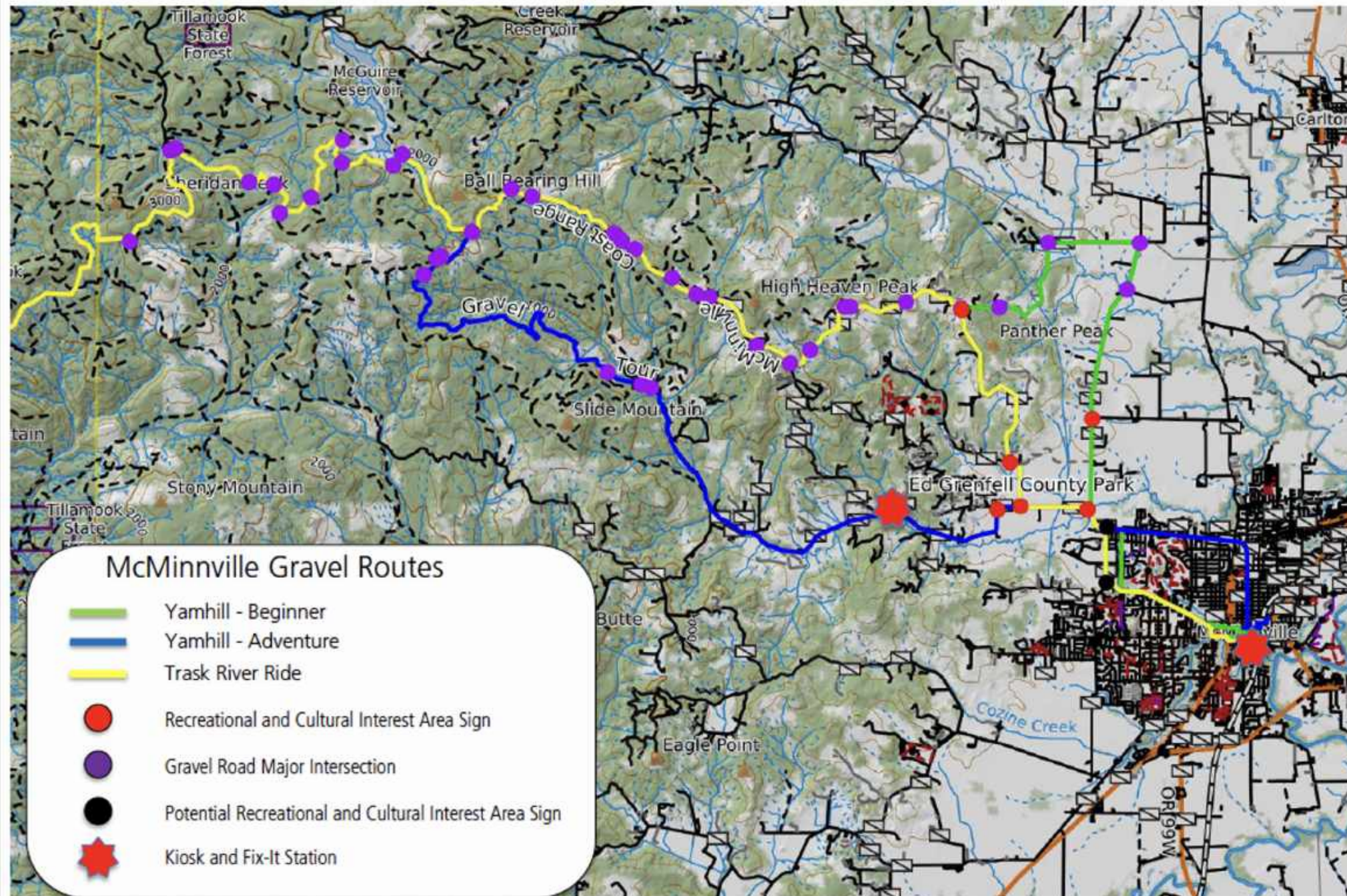
Outdoor Recreation



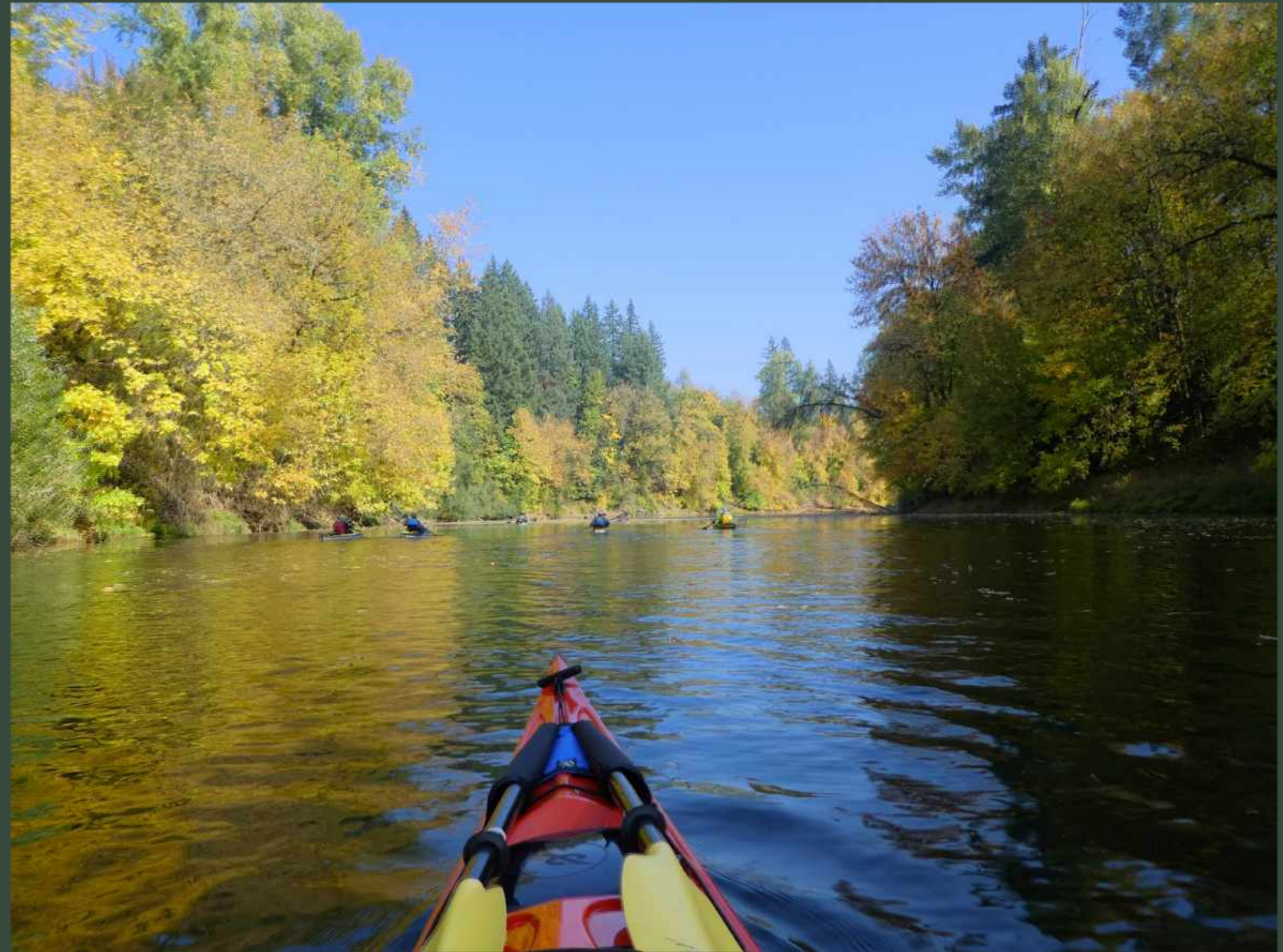
Outdoor Recreation

Gravel Route Signs DRAFT - McMinnville

30 April 2023



Outdoor Recreation



Foundations Mural Installation #3 Alpine Avenue



Marketing & Communications **Accomplishments**

- **Creation of “Meet Us in McMinnville” Campaign**
- **New Advertising Placements (Pinterest, TV, etc.)**
- **New Media Relations Strategy & Agency**
- **Area Map**
- **Expansion of CRUSH**
- **Vertical Videos**
- **Local Event Support**



Marketing & Communications Accomplishments



Marketing & Communications Accomplishments



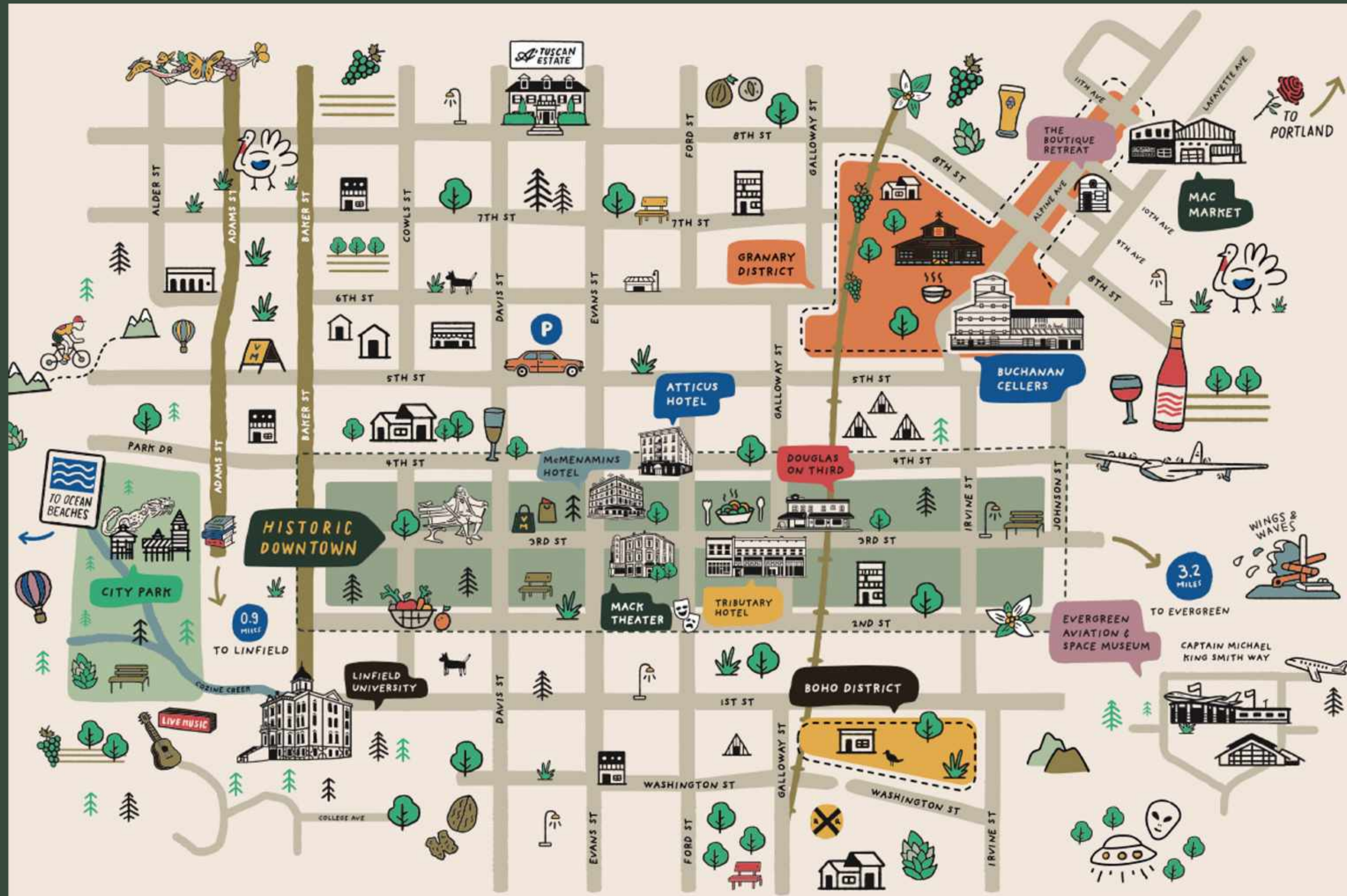
Marketing & Communications Accomplishments



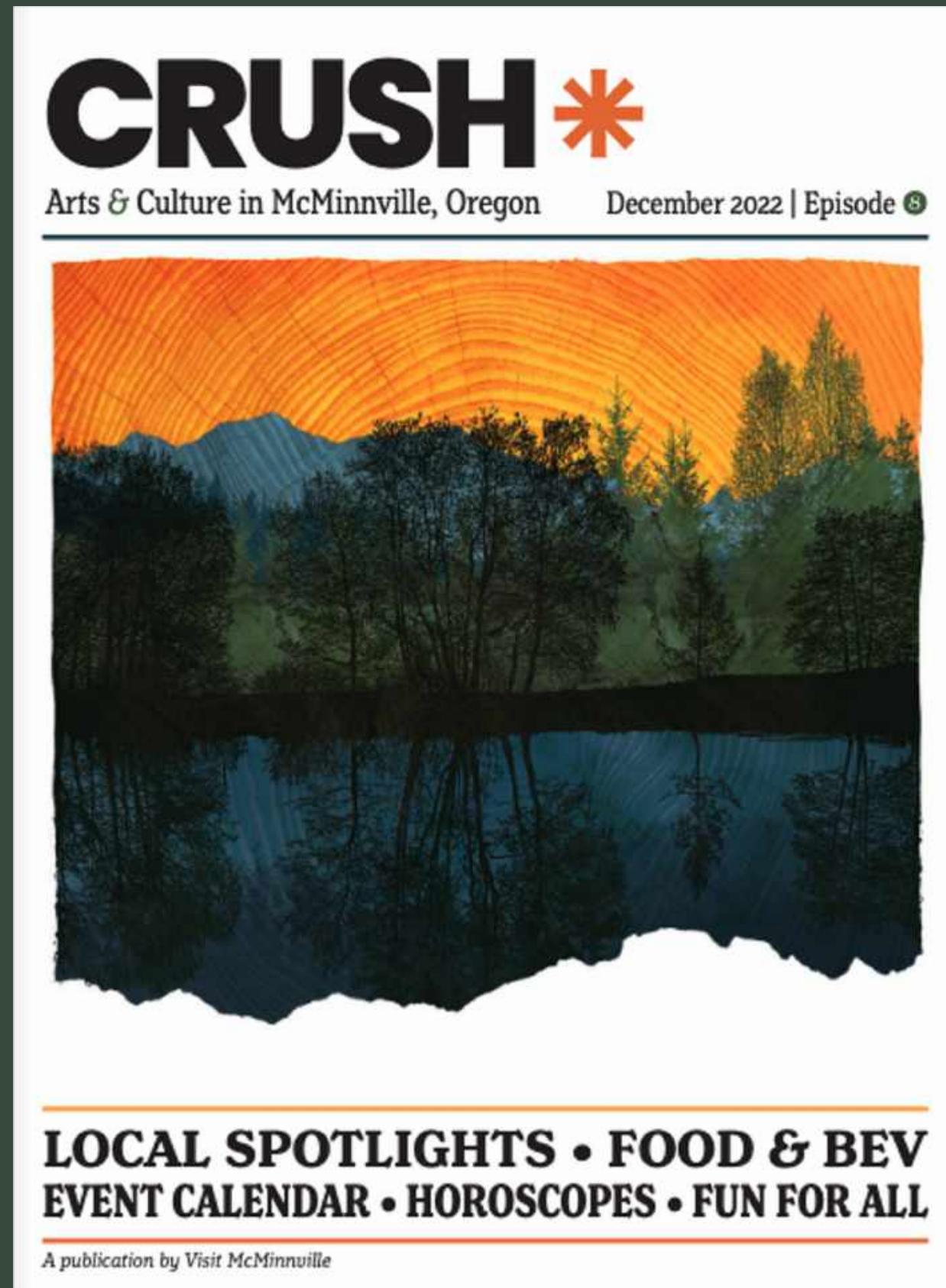
- **Promotion of Granary District Businesses**
- **Hospitality Business Launch Support**
- **Connections to Industry Influencers**
- **Media Tours**
- **Local Event Support**



Marketing & Communications Accomplishments



Marketing & Communications Accomplishments



Marketing & Communications **Accomplishments**

- **21 Local Writers**
- **35 Local Artists & Photographers**
- **11,100+ Copies Printed Monthly**
- **7,100+ Distributed in News-Register**
- **40+ Local Distribution Sites**



Marketing & Communications Accomplishments



Marketing & Communications Accomplishments



Fiscal Year 2024 Plans & Budget



Marketing & Communications

Strategic Priorities FY24

- **Targeted & Data-Driven Advertising**
- **Emphasis on Creative Storytelling in the Media**
- **Build Internal Communications to Create Trust & Awareness within McMinnville**
- **Strategic Partnerships**
- **Creation of Assets for Social Media & Search**
- **Internal Projects**



Destination Development **Strategic Priorities FY24**

- **Hello McMinnville**
- **Visitor Economy + Municipal Peer Share Trip**
- **EV Station Coordination**
- **Hospitality Workforce Support**
- **Outdoor Recreation Expansion**
- **Arts & Culture**
- **City Priority – Stable Table + MEVLC Support**



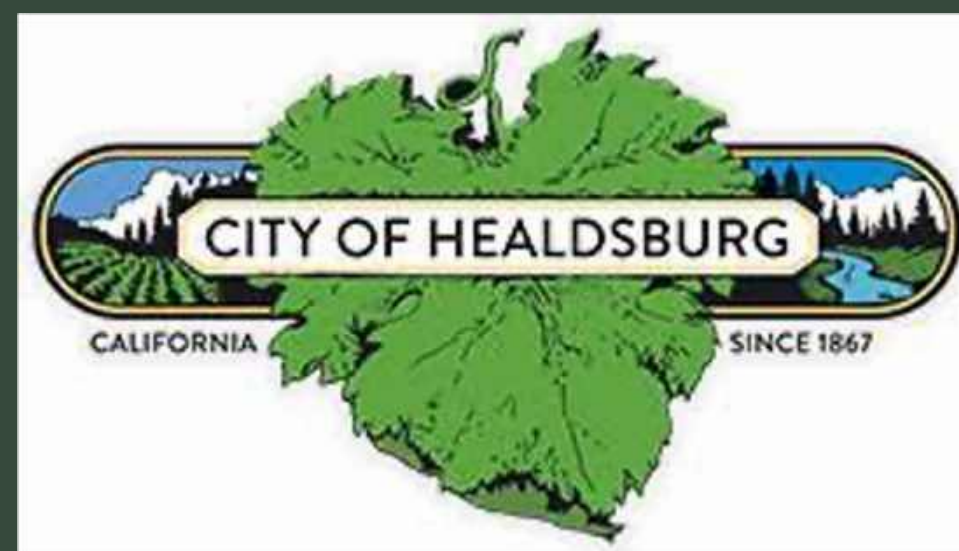
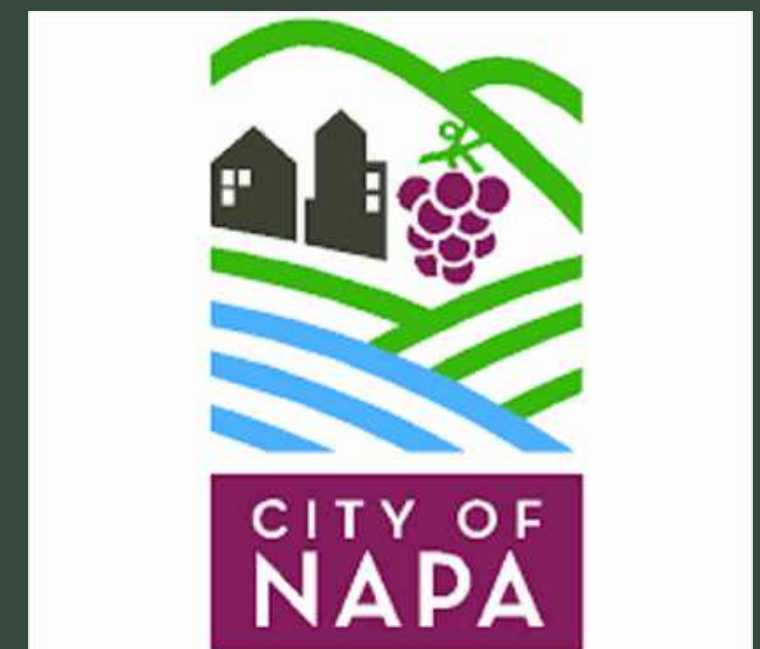
Hello McMinnville



**Visit
McMinnville**



Economic Development Peer Share Trip



EV Station Coordination



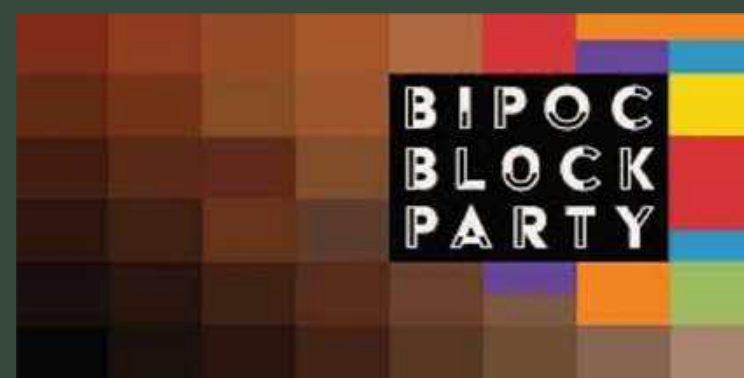
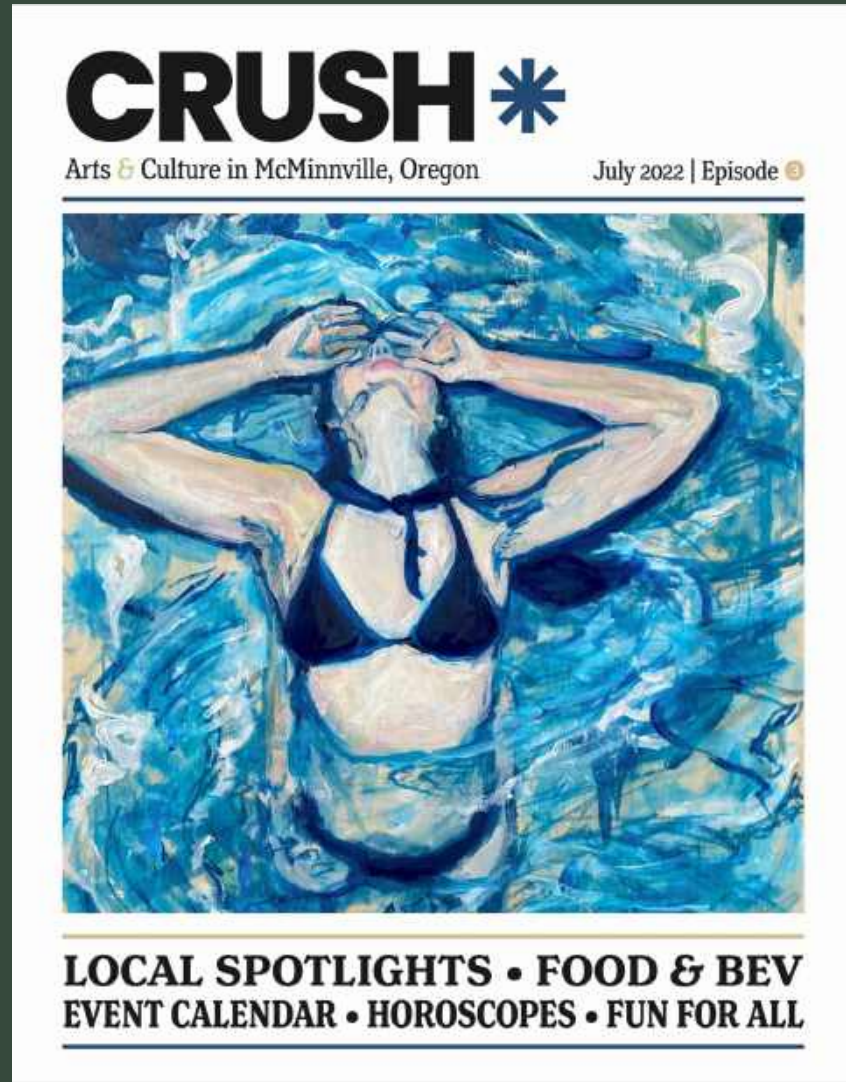
Hospitality Workforce Support



Outdoor Recreation Expansion



Arts & Culture



Art Alley Project



City Priorities - Stable Table & MEVLC Support

The collage features several elements: a blue icon of hands holding a heart; a white icon of a graduate with a diploma; a photograph of a storefront with signs for 'COMMUNITY' and 'TWIST'; a photograph of a street scene with a sign for 'THIRD STREET BOOKS'; a photograph of a vineyard; a white icon of a hand pointing at a screen; a white icon of a building with a tree; and a white icon of a hand holding a pencil.

MAC-Town 2032
Economic Development Strategic Plan



Leadership Investment

- **Destination Development Manager**
- **Hello McMinnville Manager**
- **Hosting an AmeriCorps Member**
(Resource Assistance for Rural Environments - RARE)



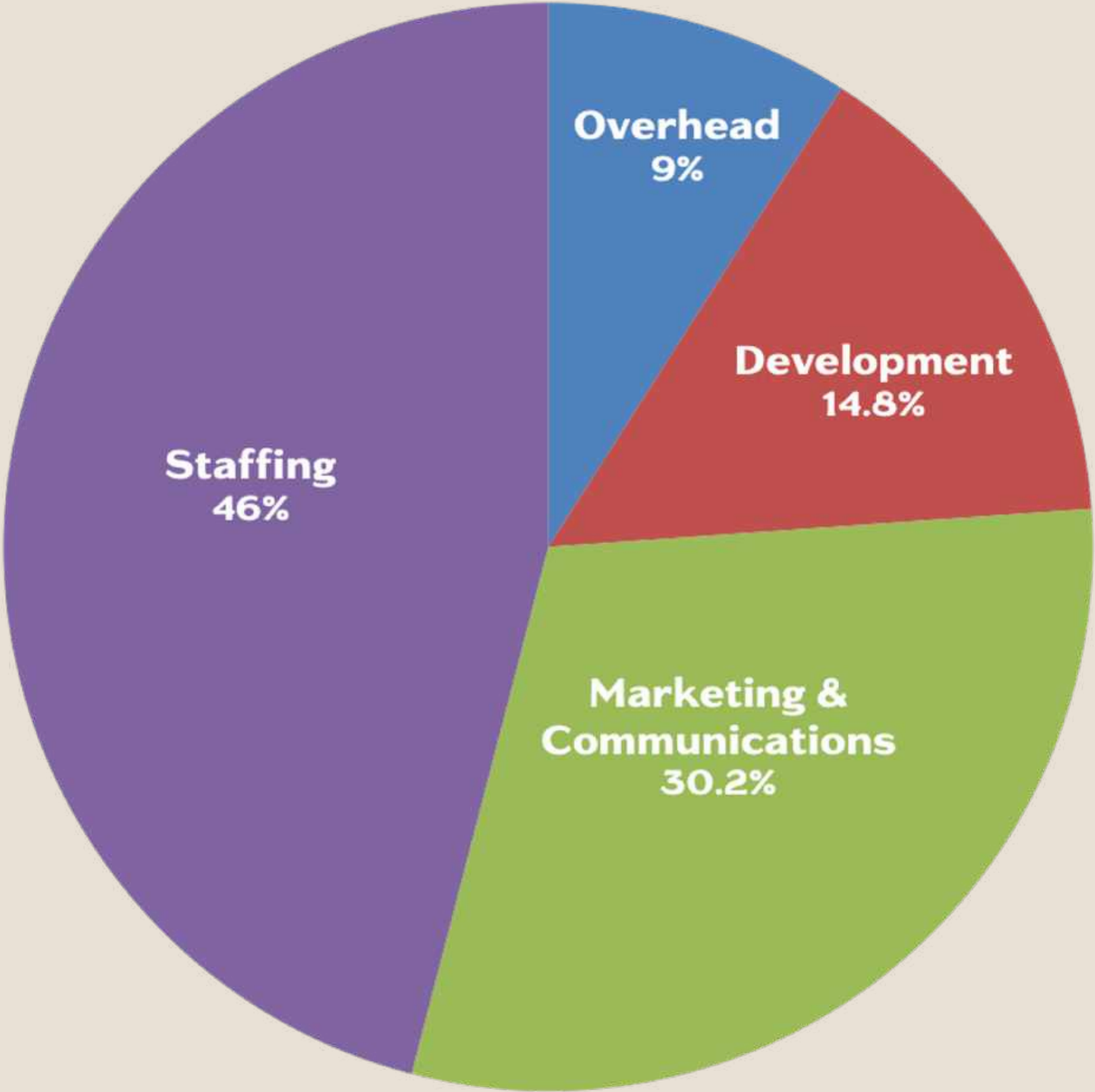
Fiscal Year '24 Proposed Budget

Estimated FY24 Expenses: **\$1,331,899**
Estimated FY24 VM Operating Income: **\$1,347,475** *10.5% increase over FY23*

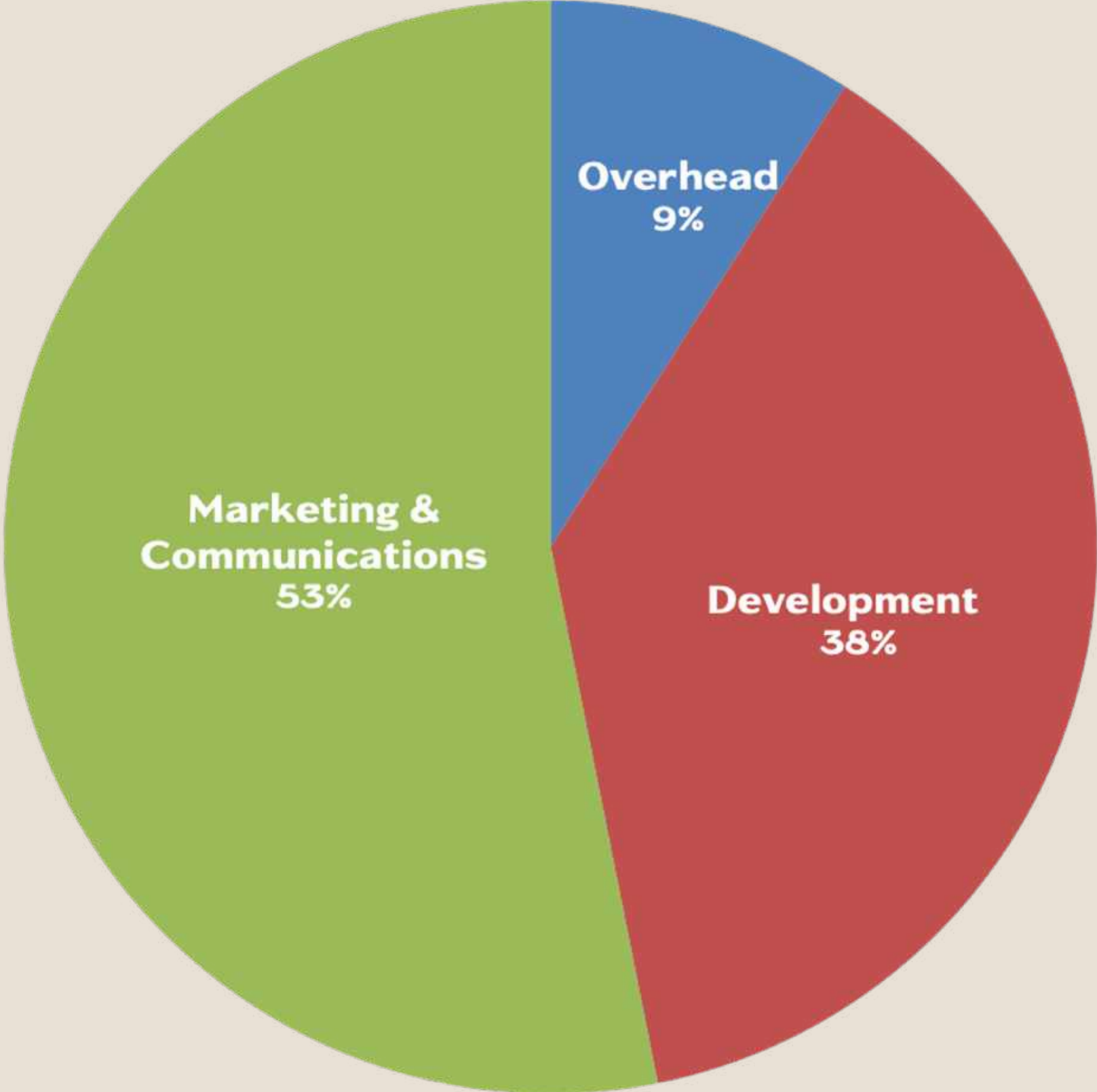
Overhead	\$120,540
Development	\$197,500
Marketing & Communications	\$401,700
Staffing	\$612,159



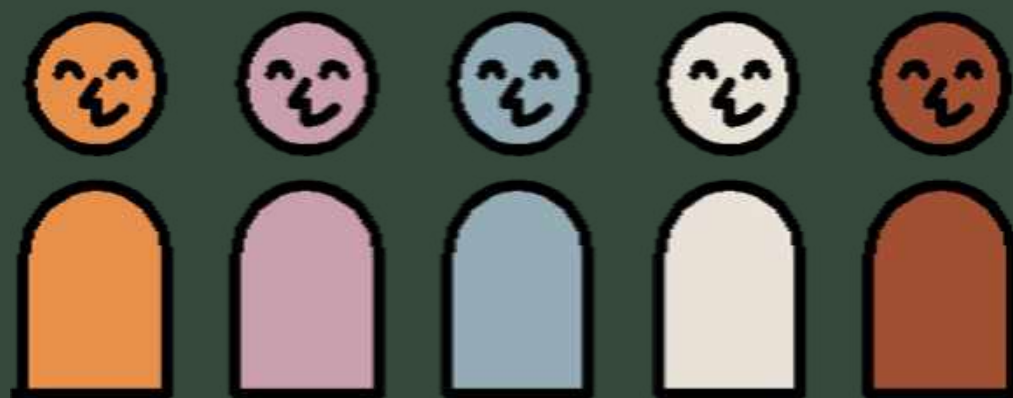
Fiscal Year '24 Proposed Budget



Fiscal Year '24 Proposed Budget



Thank You



Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Violet Vines LLC (1)
BUSINESS LOCATION ADDRESS: 1245 NE Alpha Drive Unit 2C
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: N/A
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



OREGON LIQUOR & CANNABIS COMMISSION LIQUOR LICENSE APPLICATION

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
 - If the premises street address is within a city's limits, the local government is the city.
 - If the premises street address is not within a city's limits, the local government is the county.
3. Collect the application from the local government **after** the recommendation has been provided.
4. **Email the application that contains the local government recommendation** to OLCC.LiquorLicenseApplication@Oregon.Gov.
5. **Do not include any license fees** with your application packet (fees will be collected at a later time). *When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.*

License Request Options - Please see the general definitions of the license request options below:

- **New Outlet:** The licensing of a business that does not currently hold an active liquor license.
- **Change of Ownership:** The request to completely change the licensee of record at a licensed business.
- **Greater Privilege:** The request to replace a Limited On-Premises sales license with a Full On-Premises sales license.
- **Lesser Privilege:** The request to replace a Full On-Premises sales license with a Limited On-Premises sales license.
- **Additional Privilege:** The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

Additional Information

Applicant Identification: Please review [OAR 845-006-0301](#) for the definitions of "applicant" and "licensee" and [OAR 845-005-0311](#) to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per OAR 845-005-0311[6]) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

Premises Address: This is the physical location of the business and where the liquor license will be posted.

Applicant Signature(s): Each individual listed in the [applicant information box](#) on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one individual who is authorized to sign for the entity must sign the application.

Applicant/Licensee Representative(s): In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:

- Complete the below [Authorized Representative](#) area on page 2 as the applicant/licensee and/or
- Provide a Power of Attorney document showing the permissions allowable on the behalf of the applicant/licensee with this submission

Please note that applicants/licensees are responsible for all information provided on this form, even if an authorized representative or individual with authority signs on behalf of the applicant.

For help with this application or any related documents or processes, email olcc.alcohollicensing@oregon.gov.

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

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

Local Governing Body: After providing your recommendation, return this application to the applicant.

LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received: May 11, 2023

Optional: Date Stamp

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

Printed Name

Date

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Violet Vines LLC (2)
BUSINESS LOCATION ADDRESS: 1245 NE Alpha Drive Unit 4E
LIQUOR LICENSE TYPE: Winery 4th 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: N/A
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



OREGON LIQUOR & CANNABIS COMMISSION
LIQUOR LICENSE APPLICATION

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Premises Address: This is the physical location of the business and where the liquor license will be posted.

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- Provide a Power of Attorney document showing the permissions allowable on the behalf of the applicant/licensee with this submission

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For help with this application or any related documents or processes, email olcc.alcohollicensing@oregon.gov.

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

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

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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

Local Governing Body: After providing your recommendation, return this application to the applicant.

LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received: May 11, 2023

Optional: Date Stamp

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

Printed Name

Date



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

STAFF REPORT

DATE: May 23, 2023
TO: Mayor and City Councilors
FROM: Tom Schauer, Senior Planner
SUBJECT: Resolution No. 2023-28, Planning Commission Appointment

STRATEGIC PRIORITY & GOAL:



ENGAGEMENT & INCLUSION

Create a culture of acceptance & mutual respect that acknowledges differences & strives for equity.

OBJECTIVE/S: Grow City's employees and Boards and Commissions to reflect our community

Report in Brief:

This is the consideration of Resolution No. 2023-28 appointing a volunteer to a vacancy on the Planning Commission.

Background:

The City of McMinnville has many boards, committees and commissions that support the City's work on a volunteer basis. The City Council makes annual appointments and also fills vacancies as they may arise during the year.

The City solicits applications by advertising the vacancies in the News Register, social media, and other communication opportunities. The applications are then reviewed and interviews are conducted. All eligible applicants are invited to interview. Following the interviews, the interview panel makes a recommendation to the City Council for appointments. The interview panel consisted of the Mayor, Council President, Chair of the Planning Commission, and city staff.

Discussion:

There is one vacancy on the Planning Commission for Ward 1, with the term being the remainder of a 4-year term ending December 31, 2024. The vacancy was advertised in the News Register on April 4, April 7, April 11, and April 14, 2023. Applications were accepted through April 21.

The Planning Commission is a nine-member City Council-appointed body, which takes action and makes recommendations to the City Council on a variety of current and long-range land use matters. Membership on the Commission requires that a person must be a resident of the City of McMinnville or within the Urban Growth Boundary and live in the ward they represent.

There were 5 people that applied for the Planning Commission vacancy who were eligible for the Ward 1 position.

After interviews, the following was the recommendation of the interview panel to the City Council for the vacancy.

<u>PLANNING COMMISSION</u> (Remainder of 4-year term)	
Elena Mudrak, (Ward 1)	Term Expires December 31, 2024

Attachments:

1. Resolution No. 2023-28
2. Application for Elena Mudrak

Fiscal Impact:

There is no fiscal impact to the City of McMinnville associated this decision.

Recommendation/Suggested Motion:

"I MOVE TO APPROVE RESOLUTION NO. 2023-28 APPOINTING A VOLUNTEER TO THE MCMINNVILLE PLANNING COMMISSION."

RESOLUTION NO. 2023-28

A Resolution appointing a volunteer to the Planning Commission.

RECITALS:

Whereas, the City of McMinnville has several Boards, Committees, Commissions, and Task Forces made up of volunteers; and

Whereas, the City Council is responsible for making appointments.

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

1. The City Council appoints the following volunteer to the Planning Commission:

PLANNING COMMISSION:
(Remainder of 4-year term)

Elena Mudrak, (Ward 1)

Term Expires December 31, 2024

2. This Resolution and the appointment shall take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 23rd day of May 2023 by the following votes:

Ayes: _____

Nays: _____

Approved the 23rd day of May 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

City of McMinnville Oregon

APPLICATION FOR SERVICE ON BOARD OR COMMISSION

Thank you for your interest in serving your community. The information on this form will help the Mayor and City Council learn about the background of persons interested in serving on a particular board or commission.

Name: Elena Mudrak

Home Phone: [REDACTED]

Address: [REDACTED]

Cell Phone: _____

Work Phone: _____

Email: [REDACTED]

Board, Commission or Committee for which you are an applicant:

- | | |
|---|---|
| <input type="checkbox"/> Affordable Housing Committee | <input type="checkbox"/> Economic Vitality Leadership Council |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Historic Landmark Committee |
| <input type="checkbox"/> Budget Committee | <input type="checkbox"/> Landscape Review Committee |
| <input type="checkbox"/> Diversity, Equity and Inclusion Advisory Committee | <input checked="" type="checkbox"/> Planning Commission |
| | <input type="checkbox"/> Urban Renewal Advisory Committee |

Ward in which you reside (if applicable): 1

How many years have you lived in McMinnville? 7

Educational and occupational background: BS Biology, continuing horticultural and landscape design coursework at Clackamas Community College, Permaculture Design Certificate from Oregon State University, current small-scale, organic vegetable and fruit farmer, former Sous Chef and wine professional

Why are you interested in serving? I am interested in serving my community as a representative from Ward 1 on the Planning Commission, because I would like to be an active member of my community and contribute to the thoughtful development of our city. As a member of our community with the intent of purchasing a home and staying in McMinnville for the long haul, it is extremely important to me that this community continues to develop in a way that accommodates newcomers and long-time residents equitably. It is also very exciting to me when I think of the prospect of collaborating with others to build short- and long-term success in our homes.

Signature 

Date 4/12/2023

Please return to planning@mcminnvilleoregon.gov, the Community Development Center, 231 NE Fifth Street, McMinnville, OR 97128, or City Hall, 230 NE Second Street, McMinnville, OR 97128

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Village Provisions
BUSINESS LOCATION ADDRESS: 615 NE Lafayette Ave Suite B
LIQUOR LICENSE TYPE: New outlet – Off premises

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: N/A
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



OREGON LIQUOR & CANNABIS COMMISSION LIQUOR LICENSE APPLICATION

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
 - If the premises street address is within a city's limits, the local government is the city.
 - If the premises street address is not within a city's limits, the local government is the county.
3. Collect the application from the local government **after** the recommendation has been provided.
4. **Email the application that contains the local government recommendation** to OLCC.LiquorLicenseApplication@Oregon.Gov.
5. **Do not** include any license fees with your application packet (fees will be collected at a later time). *When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.*

License Request Options - Please see the general definitions of the license request options below:

- **New Outlet:** The licensing of a business that does not currently hold an active liquor license.
- **Change of Ownership:** The request to completely change the licensee of record at a licensed business.
- **Greater Privilege:** The request to replace a Limited On-Premises sales license with a Full On-Premises sales license.
- **Lesser Privilege:** The request to replace a Full On-Premises sales license with a Limited On-Premises sales license.
- **Additional Privilege:** The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

Additional Information

Applicant Identification: Please review [OAR 845-006-0301](#) for the definitions of "applicant" and "licensee" and [OAR 845-005-0311](#) to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per OAR 845-005-0311[6]) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

Premises Address: This is the physical location of the business and where the liquor license will be posted.

Applicant Signature(s): Each individual listed in the [applicant information box](#) on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one individual who is authorized to sign for the entity must sign the application.

Applicant/Licensee Representative(s): In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:

- Complete the below [Authorized Representative](#) area on page 2 as the applicant/licensee and/or
- Provide a Power of Attorney document showing the permissions allowable on the behalf of the applicant/licensee with this submission

Please note that applicants/licensees are responsible for all information provided on this form, even if an authorized representative or individual with authority signs on behalf of the applicant.

For help with this application or any related documents or processes, email olcc.alcohollicensing@oregon.gov.

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

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

Local Governing Body: After providing your recommendation, return this application to the applicant.

LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received: 5/15/23

Optional: Date Stamp

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

Printed Name

Date



City of McMinnville
Public Works Department
Wastewater Services Division
3500 NE Clearwater Drive
McMinnville, OR 97128
(503) 434-7313
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: May 2, 2023
TO: Jeff Towery, City Manager
FROM: Leland Koester, Wastewater Services Manager
SUBJECT: Wastewater Financial Plan Review

Report in Brief:

In 2022 the City of McMinnville last completed a sanitary sewer rate analysis. We contacted Deb Galardi to conduct a review on our current rates and review the needs of our wastewater financial plan.

Background:

The City had been on track to increase sewer rates every year at a rate of 2.5%. With the onset of the COVID-19 Pandemic it was decided to freeze the sewer rates. For 2020 through 2021 rates did not increase. In 2022, Deb Galardi was contacted to do a review of our Wastewater Financial Plan. She reviewed the current rate structure and an updated Wastewater Financial Plan with the new costs of our Solids handling changes figured in.

Based on this information it was determined that the financial plan would be able to remain at the present rates until July of 2023. At this point we would need to continue the 2.5% rate increases to support the needs of the Wastewater Financial Plan. With the 1% increase to the WW Franchise fee, and the 1% increase to the billing fee from Water & Light. We will increase rates by 3.5% July 1, 2023, and 3.5% July 1, 2024. We will then continue with the rates recommended by Deb Galardi, 2.5% in 2025 going forward.

Attachments:

1. 2022 Rate Update Memo
2. Resolution No. 2023-27.

Recommendation:

Staff recommends that the City Council raise the Wastewater Sewer rates by 3.5% for the 2023/24 fiscal year to cover the increased Wastewater Franchise Fee and support the needs of the Wastewater Financial Plan.



PREPARED FOR: Leland Koester, Wastewater Services Manager
PREPARED BY: Deb Galardi, Galardi Rothstein Group
SUBJECT: Fiscal Year 2021-22 Wastewater Rate Study Findings
DATE: March 9, 2022

Introduction

The City of McMinnville (the “City”) has a long-standing practice of reviewing wastewater rates every two years and implementing rate increases to keep pace with cost escalation and system investment needs. The last rate analysis was conducted in Fiscal Year (FY) 2019-20. Based on the prior study findings, annual rate increases of 2.5 percent were recommended for the five-year period FY 2021-22 through FY 2025-26. However, in response to affordability concerns brought on by the COVID-19 pandemic, the City has not raised rates since July 1, 2019.¹

This memorandum presents the findings of the FY 2021-22 rate analysis for the wastewater system. The financial analysis provides the framework from which to estimate future rate changes needed to support continued implementation of the wastewater system Capital Improvement Plan (CIP), and to fund ongoing operations, maintenance, and capital replacement costs. The rate increases identified in this memorandum are assumed to be applied across-the-board to the City’s current wastewater rate structure. The rate structure was developed in 2015 as a result of a comprehensive rate equity review. The recommendations from the equity review were phased in over multiple years, with the final changes reflected in the FY 2018-19 rates.

Financial Plan Development

The building blocks of the financial analysis are the projections of costs or “revenue requirements” that the wastewater system will incur during the 10-year planning period (FY 2021-22 through FY 2030-31, and the revenues under existing rates projected during the same period.

Revenue Requirements

The primary components of revenue requirements are:

- Operation and maintenance (O&M) costs – Ongoing personnel and other costs associated with system operation and routine facility maintenance, and equipment replacement costs.

¹ City of McMinnville Resolution 2019-08.

- Capital Transfers - Annual capital improvement projects funded by rates and reserves.

In addition, annual requirements include operating contingencies equal to 120 days of O&M (personnel and materials and services) costs. However, 100 percent of annual contingencies are assumed to be unspent and roll forward to subsequent year beginning balances.

Assumptions

Revenue requirements were projected based on data provided by the City, including actual expenses for FY 2019-20 and FY 2020-21, and budgeted expenses for FY 2021-22. Future year projections are based on assumptions related to customer growth, inflation, and other factors, as well as the specific phasing of the wastewater system CIP.

The following general assumptions were used in developing the wastewater system financial plan:

- Customer growth will occur at an average rate of 0.4 percent annually.
- Operation and maintenance costs will escalate at annual rates of 3-6 percent, based on projected inflation, system growth, and historical trends. Specific escalation factors used are:
 - Salaries & Wages - 5.5% (FY 2022-23); 4% in subsequent years
 - Benefits - 6%
 - Materials and Services - 4%
 - Insurance & Utilities - 5%
- Interest earnings accrue at an average annual rate of 1.0%.
- Average annual SDC revenue = \$325,000.
- Capital costs escalate at an average annual rate of 4%.

Beyond the base escalation factors for salaries and benefits for existing personnel, the financial forecast includes the following additional staff positions:

- Pretreatment or lab FY 2021-22
- Operator II FY 2022-23
- Facility maintenance FY 2024-25
- Pretreatment or lab FY 2025-26
- Operator II FY 2027-28

Operation and Maintenance Costs

Table 1 shows actual O&M costs for the wastewater system for FY 2019-20 and FY 2020-21, as well as estimated costs for the budget year (FY 2021-22).

Table 1

Wastewater Financial Plan
Operations and Maintenance Costs

Item	Actual 2019-20	Actual 2020-21	Budget 2021-22
Personnel Services	\$2,044,366	\$2,192,813	\$2,311,191
Material & Services	1,394,563	1,437,388	1,709,264
Other Expenditures			
Franchise Fees	541,666	522,027	524,835
Transfers (General Fund)	378,648	405,363	415,573
Capital Outlay	168,100	60,643	127,826
Total O&M Costs	\$4,527,343	\$4,618,234	\$5,088,689

Projections of O&M costs are shown in Attachment 1 and include general cost escalation discussed previously.

Capital Improvement Plan

The 10-year CIP is summarized in **Table 2**. The total projected improvement costs are about \$75.0 million, including inflation. The first half of the plan includes about two-thirds of the anticipated spending driven by the administration building improvements, next generation autothermal thermophilic aerobic digestion (ATAD), and ongoing system rehabilitation. The City plans to update the wastewater facility plan over the next couple of years which is likely to result in identification of improvements at the end of the planning period. The current CIP includes potential expenditures of \$10-\$15 million in FY 2030-31 pending completion of the updated plan.

Table 2

Wastewater Financial Plan
Summary of Capital Projects (FY2019/20 - FY2028/29)

Item	Total
Collection System	
Buildout Rehabilitation	\$13,727,659
3ml Ln Bridge Force Main	75,000
WRF - Liquids	
Administration Building ¹	12,984,192
Pre-Screening Structure/ Diversion Structure	3,442,084
WRF - Solids	
Next Generation ATAD	21,078,656
Dewatering Process (Equipment and Building)	1,423,312
Odor Control	540,800
Facility Plan Projects (TBD)	14,233,118
Investigation and Consultant Services	
Model / master plan updates	1,452,400
Equipment Replacement	
Miscellaneous Treatment and Pump Stations	6,179,625
TOTAL	\$75,136,845

¹Total estimated costs (includes some funding from other city funds).

The following key assumptions were made with respect to capital funding:

- The City will spend available system development charge (SDC) revenues on eligible capital projects, estimated to total about \$3.3 million through the study period.
- Annual revenue from rates available for capital expenditures will average about \$5.6 million (\$56 million total) over the study period.
- A portion of the administrative building will be funded by other City departments through a loan from the wastewater fund.
- The remainder of CIP funding will come from interest earnings and capital reserves (which as of July 1, 2021, were about \$36.1 million).

As in prior plans, the City anticipates continuing to fund the CIP on a pay-as-you-go basis, with no debt financing.

Projected Revenue and Rates

Figure 1 shows the projections of revenues and requirements from rates by major expense component for the current year and first five years of the financial forecast. Projected ending fund balances for the wastewater fund (Fund 75) are also shown.

In FY 2021-22, revenue from existing rates is estimated to be about \$10.5 million. This estimate is based on the City's existing rate schedule and the current billing units (accounts and estimated billed water volumes) by customer class reported by McMinnville Water and Light's billing system. The number of accounts in the billing system for FY 2021-22 is approximately 11,300. As the system grows, wastewater sales revenues at existing rates are projected to be slightly above \$11.0 million by FY 2025-26, assuming continued modest customer growth and stable industrial revenue.²

Rate Increases

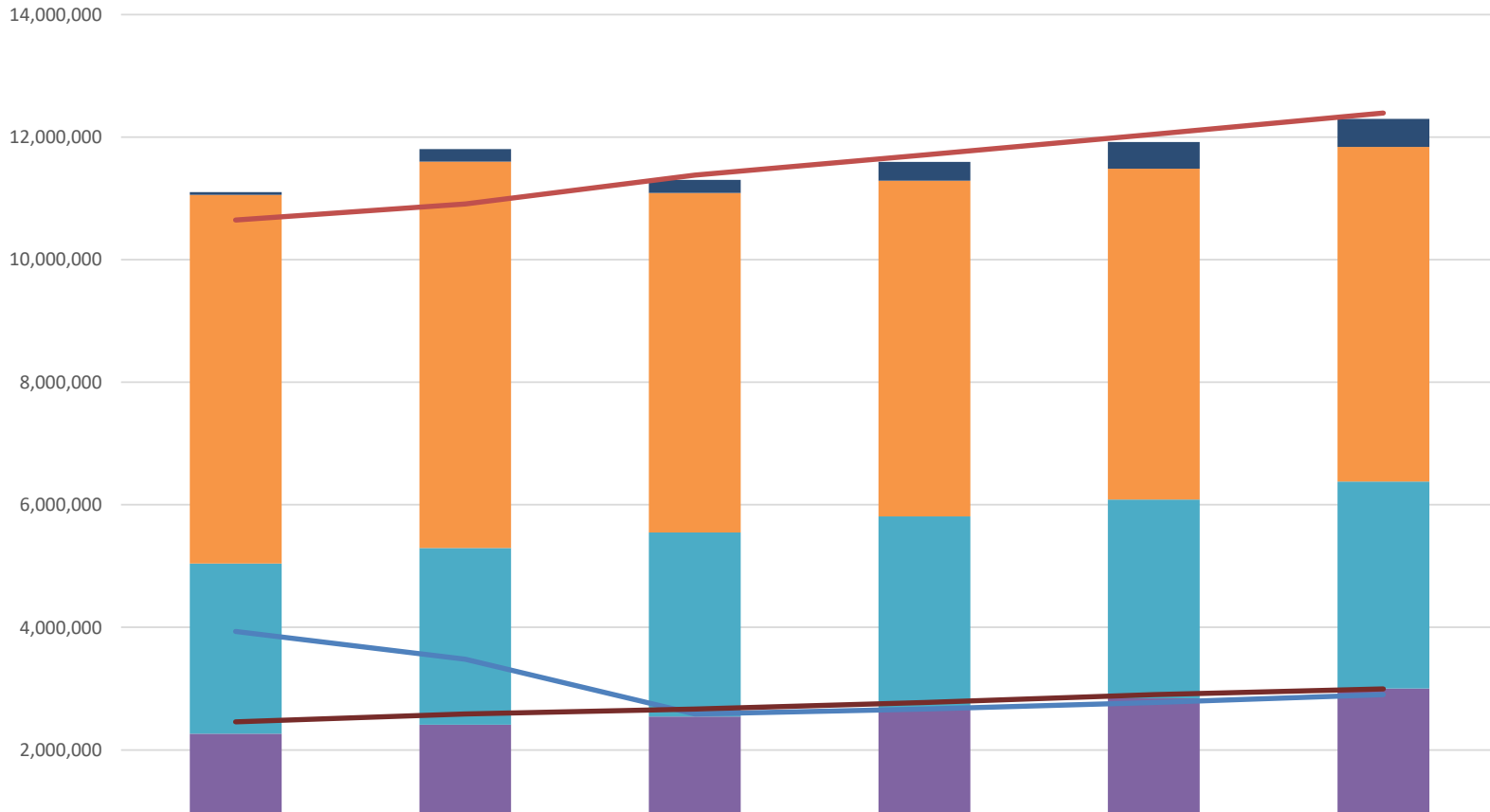
In order to fund the projected revenue requirements shown in Figure 1, and to maintain cash reserves consistent with past practices, rate recommendations are as follows:

- FY 2021-22 and FY 2022-23: no rate increases
- Beginning July 1, 2023 (FY 2023-24) and annually thereafter: 2.5 percent rate increases

The current analysis indicates that the City has flexibility to continue without a rate increase through FY 2022-23, due to both: (1) higher than projected water sales and customer growth, and (2) an overall reduction in projected capital and O&M expenses, compared to the prior plan. Updated expenses are projected to be about \$17 million lower over the FY 2020-21 to FY 2028-29 period (the common years of the two plans). In the short-run O&M "savings" resulted from deferred increases in staffing positions and reduced routine capital and vehicle replacements. More significantly, while the current CIP is higher in the first five years, it is about \$13 million lower overall compared to the prior plan.

² The financial plan considers a reduction in production at one of the City's largest industrial customers (Organic Valley) in FY 2021-22; however, wastewater flows are assumed to return to pre-2022 levels by FY 2023-24.

Figure 1 -- Forecast Rate Revenue, Requirements and Wastewater Fund Balances

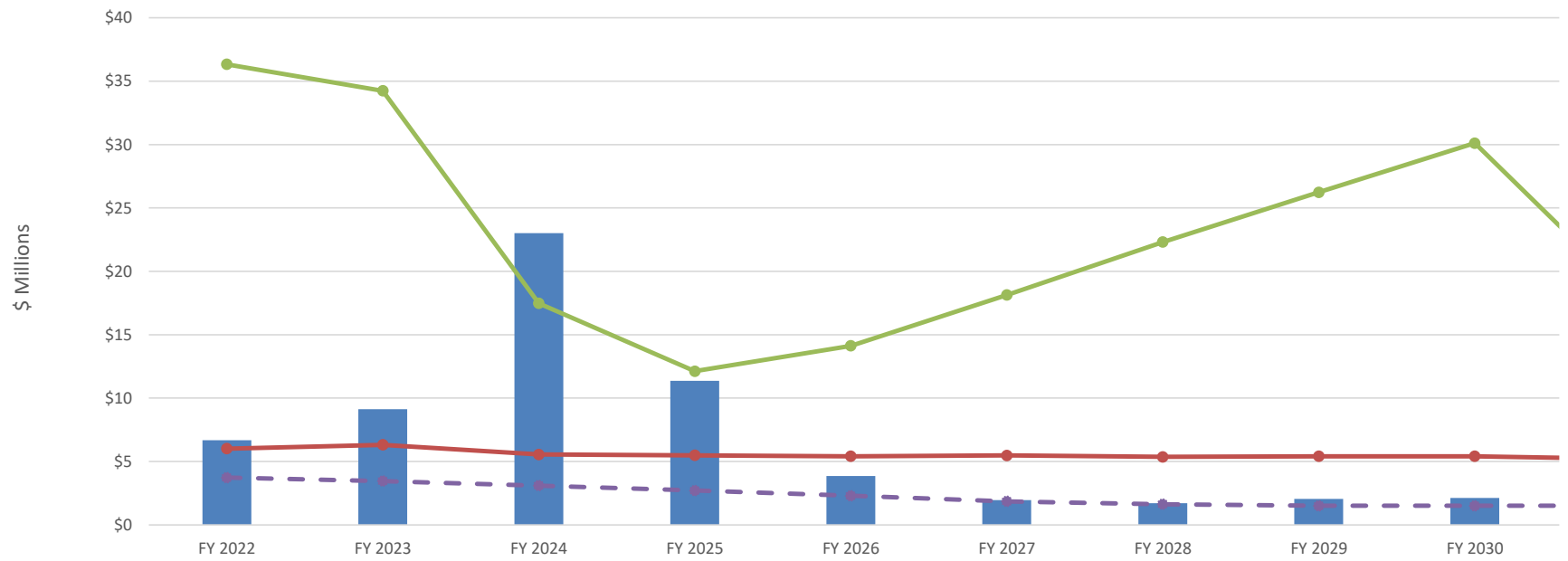


It is recommended that annual inflationary-level increases resume in FY 2023-24 years to keep pace with general cost inflation, and to maintain capacity in the rates to fund future capital improvements. Future rate increases should be further evaluated in the context of continued expense and revenue growth, and the results of the upcoming facility plan update.

Figure 2 shows projected CIP costs, designated reserves, and ending fund balances for the City's capital projects fund (Fund 77) over the planning period. Reserves include required balances associated with the City's Public Employee Retirement System (PERS) obligations (which decrease over the planning period), as well as a \$1.5 million capital contingency.

Based on the projected CIP phasing and wastewater fund transfers, the capital projects fund balance is projected to fluctuate significantly throughout the plan. While the projected fund balance at the end of the plan is \$20 million lower than current levels, it is within the range historically maintained by the City, and at a level sufficient to provide flexibility for cash funding large capital projects. However, rate increases and capital reserve targets should be considered further following refinement of the administrative building cost estimate and funding contributions from other City departments, and completion of the wastewater facilities plan update which will result in an updated long-term CIP.

Figure 2 - Projected Capital Costs and Reserves



Rates

Table 2 provides the City’s existing rate schedule and recommended rates for FY 2022-23 (no increase) and FY 2023-24 (including a 2.5 percent increase). Rates are based on a fixed monthly charge (assessed per equivalent dwelling unit) and volume rate applied to billable water volumes (winter water use for all residential and some commercial customers). Industrial customers are charged based on their strength class which is determined for each customer from wastewater sampling data.

Table 2
City of McMinnville
Wastewater System Plan
Rate Schedule

	FY 2021-22	FY 2022-23	FY2023-24
Customer Charge (\$/month)			
Residential	\$22.38	\$22.38	\$22.94
Residential Flat	\$64.86	\$64.86	\$66.48
Commercial	\$22.38	\$22.38	\$22.94
Industrial	\$22.38	\$22.38	\$22.94
Volume Charge (\$/ccf)			
Residential	\$6.07	\$6.07	\$6.22
Commercial	\$7.51	\$7.51	\$7.70
Industrial Low	\$6.24	\$6.24	\$6.39
Industrial Medium	\$7.52	\$7.52	\$7.71
Industrial High	\$9.70	\$9.70	\$9.95
Industrial Very High	\$11.42	\$11.42	\$11.71
Industrial Super High	\$14.43	\$14.43	\$14.79

Conclusions

The financial analysis is based on available information on revenue, expenditures, customer accounts, and water use as of December 2021. There will usually be differences between assumed and actual conditions because events and circumstances frequently do not occur as expected, and those differences may be significant. Among the variables that could impact future rate increases are changes in customer growth and economic and other factors impacting water consumption patterns.

Furthermore, any changes to capital improvement funding or other key assumptions would likely necessitate changes to the recommended rate increases. Therefore, it is important that the City continue to update the financial plan every two years and revise as needed.

Attachment 1

Wastewater Fund Forecast Source:

Fund 75 - Wastewater Fund

	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Sources of Funds										
Beginning Fund Balance	\$3,934,952	\$3,479,641	\$2,586,443	\$2,664,522	\$2,774,957	\$2,900,375	\$2,995,678	\$3,128,833	\$3,236,969	\$3,351,361
Property Rentals House	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200	13,200
Property Rentals Farm	13,128	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
Sewer User Charges	10,494,927	10,756,539	11,233,246	11,558,214	11,892,527	12,236,804	12,591,005	12,955,446	13,331,153	13,717,757
Septage Fees	90,000	90,000	92,250	94,556	96,920	99,343	101,827	104,372	106,982	109,656
Interest	20,000	34,796	25,864	26,645	27,750	29,004	29,957	31,288	32,370	33,514
Other Income	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Transfers In Insurance Services	14,442	-	-	-	-	-	-	-	-	-
Total Sources of Funds	\$14,581,649	\$14,388,177	\$13,965,004	\$14,371,138	\$14,819,354	\$15,292,726	\$15,745,666	\$16,247,139	\$16,734,674	\$17,239,488
Uses of Funds										
Salary Expenses	\$1,406,028	\$1,637,109	\$1,704,625	\$1,860,145	\$2,050,077	\$2,136,451	\$2,325,130	\$2,423,940	\$2,526,993	\$2,778,747
Benefits	905,163	976,337	1,053,467	1,137,080	1,227,750	1,326,106	1,432,831	1,548,676	1,674,460	1,811,076
Material & Services	1,709,264	1,775,635	1,846,660	1,920,526	1,997,347	2,077,241	2,160,331	2,246,744	2,336,614	2,430,079
Franchise Fees	524,746	537,827	561,662	577,911	594,626	611,840	629,550	647,772	666,558	685,888
Capital Outlays	127,826	132,939	138,257	143,787	149,538	155,520	161,741	168,210	174,939	181,936
Transfers Out General Fund	361,697	379,782	398,771	418,709	439,645	461,627	484,709	508,944	534,391	561,111
Transfers Out Wastewater Capital	6,013,408	6,305,535	5,537,642	5,475,654	5,394,509	5,459,502	5,350,343	5,390,074	5,389,759	5,187,207
Transfers Out Information Systems	53,876	56,570	59,398	62,368	65,487	68,761	72,199	75,809	79,599	83,579
Ending Fund Balance -- June 30										
Fund Balance	1,021,221	-	-	(0)	-	-	-	0	-	-
Contingency (120 Days)	1,458,420	1,586,443	1,664,522	1,774,957	1,900,375	1,995,678	2,128,833	2,236,969	2,351,361	2,519,866
Reserves	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Total Uses of Funds	\$14,581,649	\$14,388,177	\$13,965,004	\$14,371,138	\$14,819,354	\$15,292,726	\$15,745,666	\$16,247,139	\$16,734,674	\$17,239,488

RESOLUTION NO. 2023-27

A Resolution establishing revised sanitary sewer user fees; and repealing Resolution 2019-35 and 2022-20.

RECITALS:

The enactment of the fee schedule as herein set forth is required to comply with the standards issued by the Oregon State Department of Environmental Quality.

In 2022, The City of McMinnville completed a sanitary sewer rate analysis. The findings from that work indicated that revenues from user fees need to increase 2.5 percent per fiscal year starting July 1, 2023, and annually thereafter to cover the costs of planned capital improvements and operating costs. With the passage of resolution 2022-20 which increased the wastewater franchise fee by 1 percent, the July 1, 2023, rate increase will include this fee on top of the 2.5 percent for a total of a 3.5% increase.

Resolution 2019-35 and 2022-20 are repealed by this resolution. Future rates will be adjusted by City Council action, and the City will continue to complete biennial reviews of the actual revenues and expenses to verify that needs are being met.

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

SANITARY SEWER FEE SCHEDULE

Sewer User Fees.

A Customer Service Charge. Water meters serving individual single-family living units, multiple single-family living units, and individual commercial or industrial customers shall be charged the Customer Service Charge for each unit that has access to water. Multi-family, duplex, and manufactured home parks comprised of individual single-family units or mixed-use structures (such as residential and commercial) shall be charged on the basis of the total number of single-family living units and/or individual commercial units that receive water service from one meter as permitted by the City. The Customer Service Charge shall be:

1. Residential- \$23.16 per living unit
2. Commercial/Industrial- \$23.16 per account

B. Volume Charge. Residential customers are charged a volume charge based on actual water consumption in the winter months of December, January, February and March billing periods. The remaining eight months, the volume charge is based on the lesser of actual consumption or the average of the winter months' water use.

Commercial and Industrial customers are generally billed a volume charge on actual water use throughout the year. Some commercial customers that do not use

water in their commercial enterprise, and that do not have an isolated water service for irrigation uses, can be billed the volume charge based on the lesser of actual consumption or the average of the winter month's water use.

New residential customers without a winter average billing history will be assigned a 500 cubic feet winter average volume. New commercial and industrial customers who are eligible and do not have a winter average billing history will be assigned a winter average volume consistent with the service location's historical winter average volume.

Residential service locations that are vacant during the winter months or have zero water consumption shall be assigned a 500 cubic feet winter average volume.

When a service location experiences a water leak that does not flow into the sanitary sewer system, customers may be eligible for an adjustment based upon the customer's water consumption patterns prior to, and/or after, the leak is repaired.

1. Residential- \$6.28 per hundred cubic feet of water
2. Non-monitored Commercial/Industrial- \$7.77 per hundred cubic feet of water
3. Monitored Commercial/Industrial classifications:
 - Low strength - \$6.46 per hundred cubic feet of water
 - Medium strength- \$7.78 per hundred cubic feet of water
 - High strength - \$10.04 per hundred cubic feet of water
 - Very high strength- \$11.82 per hundred cubic feet of water
 - Super high strength- \$14.94 per hundred cubic feet of water

C. Flat-rate Customers. Residential Customers that are connected to the sanitary sewer system, but are not on a metered water system, shall pay for sanitary sewer service on a fixed monthly rate per living unit or account at the following rate:

1. Residential - \$67.13 per living unit

D. Residential Septic Waste. Residential waste from septic tanks is hauled by commercial service providers and is discharged at the Water Reclamation Facility.

Residential Septic Waste- \$0.15 per gallon.

E. Franchise Fee. A franchise fee in the amount of six percent (6%) is assessed on all wastewater revenues generated from the user fees set forth in this resolution, which shall be transferred to the General Fund for appropriation by the City Council.

EFFECTIVE DATE

The effective date of this Resolution shall be July 1, 2023, at which time Resolution 2019-35 and 2022-20 shall be repealed.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 23rd day of May 2023 by the following votes:

Ayes: _____

Nays: _____

Approved this 23rd day of May 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

STAFF REPORT

DATE: May 23, 2023
TO: Jeff Towery, City Manager
CC: Anne Pagano, Public Works Director; Heather Richards, Community Development Director
FROM: Jennifer Cuellar, Finance Director
SUBJECT: FY2022-23 Supplemental Budget Resolution Year End Review



CITY GOVERNMENT CAPACITY

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

Report in Brief: The Supplemental Budget resolution addresses a handful of budget adjustments needed after conducting the year-end budget review. These changes will be funded with Contingency Transfers or offsetting revenues.

Discussion of Resolution Action:

Oregon Revised Statute (ORS) 294.471 allows a local government to prepare a supplemental budget when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning.

As the total of this supplemental budget action for each fund does not exceed a 10% change in expenditures, the budget amendment may be made by Council resolution.

Over the course of the current fiscal year, some new circumstances have arisen that I propose be addressed in a year-end supplemental budget package.

General Fund

The following represent General Fund expenditures not known at the time of preparing the FY2022-23 budget and will be added to the appropriation for that budget year:

1. Administration: higher outside counsel costs due to open city attorney position and unanticipated specialty legal support needs during the year (\$80,000)
2. Finance: did not contemplate the additional costs associated document production and publication needs for unusual budget process (\$10,000)
3. Park Maintenance: ability to purchase vehicles and equipment from the American Rescue Plan Act (ARPA) approved project earlier than anticipated and related insurance coverage (\$55,000)
4. Non-departmental: city services charge billing services and one-time implementation costs were unknown when the budget was built (\$95,000)

The supplemental appropriation total for the General Fund is \$240,000. Of this amount, \$50,000 will be funded by new budgeted revenues (ARPA) and \$190,000 will require a contingency transfer.

Transient Lodging Tax Fund

The transient lodging tax is trending slightly above budget. In order to have appropriations adequate to pay the 70% tourism program portion and the 30% transfer to the General Fund, an increased appropriation of \$30,000 will be added for that program; an amount that will be fully covered by an equivalent increase in revenue.

Affordable Housing Fund

FY2022-23 is the first full year of the Affordable Housing Fund and budget adjustments to move funds from the program category to transfers out are needed in both the Construction Excise Tax (CET) program and the housing-related grants program. The fund will be reimbursing the General Fund \$94,000 for support services costs and direct program support by Community Development staff and the Building Fund \$10,500 for CET administrative support. The total appropriation for the fund will not change.

Wastewater Services Fund

This fund also experienced the impact of unbudgeted billing services charges that began in FY2022-23 of \$40,000. Sewer user fees are coming in higher than anticipated and will offset this cost which was unknown at the time of budget development.

Fiscal Impact:

The General Fund supplemental appropriations reduce the amount of contingencies available for unanticipated needs for the rest of the year. Higher appropriations that are funded by new revenue have no fiscal impact on those funds.

Council Options:

1. Approve the resolution authorizing these FY2022-23 budget amendments that address needs identified in the Year-End Review (staff recommendation).
2. Reject the budget amendment resolution which could result in an Oregon Local Budget Law violation.
3. Request additional information on this proposed action.

Documents:

1. Resolution 2023-29 FY2022-23 Supplemental Budget
 - A. Attachment A: Supplemental Budget Appropriations

RESOLUTION NO. 2023 - 29

A Resolution adopting a supplemental budget for fiscal year 2022-2023 and making supplemental appropriations and Contingency Transfers.

RECITALS:

This resolution proposes a supplemental budget for the General Fund, Transient Lodging Tax Fund, Affordable Housing Fund and Wastewater Services Fund.

A supplemental budget is to accommodate unknown circumstances at the time the budget was adopted based on a Year-End Review of the City’s budget status.

Oregon Local Budget Law allows a local government to prepare a supplemental budget when state or federal funds are made available that were unknown at the time the budget was prepared thus requiring a change in financial planning (ORS 294.471). The governing body must adopt a resolution to adopt the supplemental budget and make any necessary appropriations.

Because the supplemental budget for General Fund, Transient Lodging Tax Fund, Affordable Housing Fund and Wastewater Services Fund expenditures are not changed by more than 10%, a public hearing is not required.

Contingency transfers are limited to 15% of the total appropriation in the fund; the General Fund contingency transfer is within this statutory limit (ORS 294.463(2)).

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

1. **Adopt the following Supplemental Budget:** The Common Council of the City of McMinnville adopts the following Supplemental Budget for 2022-2023 in the General Fund, Transient Lodging Tax Fund, Affordable Housing Fund and Wastewater Services Fund.
2. **Make Supplemental Appropriations:** The additional appropriations for fiscal year 2022-2023 are hereby appropriated as detailed in Attachment A.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 23rd day of May 2023 by the following votes:

Ayes:_____

Nayes:_____

Approved this 23rd day of May 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBIT:

- A. Supplemental Budget Appropriations

Attachment A: Supplemental Budget Appropriations

FY2022-23 Year End Review

	Amended Budget*	Year End Review	Supplemental Appropriation
General Fund			
Administration	1,826,360	80,000	1,906,360
Finance	981,469	10,000	991,469
Engineering	1,189,151		1,189,151
Planning	3,139,028		3,139,028
Police	10,154,087		10,154,087
Municipal Court	632,065		632,065
Fire	10,830,170		10,830,170
Parks & Recreation	2,949,168		2,949,168
Park Maintenance	1,886,644	55,000	1,941,644
Library	2,547,658		2,547,658
Not Allocated to Organizational Unit or Program:			
Unemployment	14,999		14,999
City Services Charge costs		95,000	95,000
Debt Service	583,070		583,070
Transfers Out To Other Funds	1,361,719		1,361,719
Operating Contingencies	1,000,000	-190,000	810,000
Ending Fund Balance	3,855,724		3,855,724
Total General Fund	\$ 42,951,312	50,000	43,001,312
Revenue Budget Adjustment:			
Intergovernmental	7,285,440	50,000	7,335,440
All other unchanged	35,665,872		35,665,872
	42,951,312	50,000	43,001,312
Transient Lodging Tax Fund			
Program budget	1,329,017	21,000	1,350,017
Transfers Out to Other Funds	600,383	9,000	609,383
Total TLT Fund	\$ 1,929,400	30,000	1,959,400
Revenue Budget Adjustment:			
Licenses and Permits	1,929,200	30,000	1,959,200
All other unchanged	200		200
	1,929,400	30,000	1,959,400
Affordable Housing Fund			
Program budget	3,920,000	-104,500	3,815,500
Transfers Out to Other Funds		104,500	104,500
Operating Contingencies	180,000		180,000
Total Affordable Housing Fund	\$ 4,100,000	-	4,100,000

	<u>Amended Budget*</u>	<u>Year End Review</u>	<u>Supplemental Appropriation</u>
Wastewater Services Fund			
Program budget	5,193,404	40,000	5,233,404
Transfers Out To Other Funds	6,651,088		6,651,088
Operating Contingencies	900,000		900,000
Ending Fund Balance	<u>1,918,763</u>		<u>1,918,763</u>
Total Wastewater Services Fund	\$ <u>14,663,255</u>	<u>40,000</u>	<u>14,703,255</u>
Revenue Budget Adjustment:			
Charges for Services	10,867,328	40,000	10,907,328
All other unchanged	<u>3,795,927</u>		<u>3,795,927</u>
	<u>14,663,255</u>	<u>40,000</u>	<u>14,703,255</u>

* The FY2022-23 Adopted budget has been amended one time this year to add American Rescue Plan Act outlays that had not been known at the time of budget appropriation in June of 2022.



STAFF REPORT

DATE: May 23, 2023
TO: Jeff Towery, City Manager
FROM: Jennifer Cuellar, Finance Director
SUBJECT: Recology Franchise Agreement – FY2023-24 Rate Adjustment



CITY GOVERNMENT CAPACITY

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

Report in Brief:

Recology, Inc., the City's exclusive franchisee for the collection of Solid Waste, has requested a collection rate adjustment of 4.00%, effective July 1, 2023. This rate increase is described in Resolution No. 2023-24. The requested adjustment is allowed under the terms of the City Franchise Agreement with Recology.

Background:

On May 9, 2023, Recology presented at a work session of the City Council. During the business meeting later the same night, when Resolution 2023-24 was under consideration, additional information was requested from Recology ahead of Council taking a vote on this matter.

Attached is Recology's response dated May 15, 2023, to the question regarding land fill choice and cost of same.

Fiscal Impact:

The City's Franchise Fee revenue would be projected to increase approximately \$18,000 in FY2023-24 with a 4% rate increase.

Council Options:

1. Approve the resolution authorizing a 4% rate request (staff recommendation). The increase is within the capped annual increase set out in the franchise.
2. Request more information from Recology that will allow the Council to have all data needed for it to vote on the rate adjustment.
3. Reject the rate increase in whole or in part.

Attachments:

1. Recology letter from May 15, 2023
2. Materials prepared for the packet from the May 9, 2023, council meeting
3. Resolution No. 2023-34
 - a. Exhibit 1 – Recology rate sheet



Mr. Jeff Towery
City Manager
City of McMinnville
230 E. 2nd St.
McMinnville, OR 97128

May 15, 2023

Dear Jeff:

Here is a brief response to the questions Council President Garvin asked at the recent McMinnville Council business meeting.

Question summary: CP Garvin inquired about why Recology is using Coffin Butte instead of Headquarters landfill in Cowlitz County. He commented that Recology had originally presented cost savings by using Headquarters. He also expressed concerns about rate impacts should Coffin Butte close in the future and referenced other Recology rate adjustments over the last few years.

Recology Response: In 2017 Recology was directed by the City of McMinnville to no longer utilize Riverbend Landfill for environmental protection reasons. In the fall of 2017 Recology solicited rate bids from a number of alternate landfills in Oregon and Washington including Coffin Butte and Headquarters landfill in Cowlitz County and made the decision to send McMinnville garbage to Headquarters landfill because it was the most cost effective option at that time. Our calculations were based on published rates for Coffin Butte, not on a negotiated discounted rate. Assumptions in that calculation included labor costs, distance, fuel costs, estimated tonnage, and equipment costs. Recology did transfer waste from our McMinnville Transfer Station to Headquarters landfill between January and April of 2018. However in April of 2018 Recology was able to negotiate a disposal rate with Coffin Butte that was more favorable which, when combined with a shorter haul distance, made Coffin Butte the less expensive landfill option. Recology made that pivot in order to ensure the lowest cost services for our customers.

Recology acknowledges that the long term viability of Coffin Butte is in question. We understand that without an expansion Coffin Butte capacity is projected to only be 14 – 16 more years and that an approved expansion would likely add 7-8 additional years (through approximately 2044). Recology will monitor the Coffin Butte expansion process, and the opposition to that expansion closely. We will also continue to monitor other landfill options in Oregon and Washington should it become apparent that Coffin Butte will no longer be viable as well as to ensure we are keeping our disposal costs as low as possible. It will always be our practice to identify the safest and most cost effective options for our landfill bound waste streams to ensure the impact to ratepayers in McMinnville and our other valley jurisdictions are minimized.

Should Council President Garvin have additional questions, we would be happy to sit down with him and any other members of your Council.

Respectfully,

A handwritten signature in black ink, appearing to read 'Chris Carey', is written over a light blue horizontal line.

Chris Carey
General Manager



STAFF REPORT

DATE: May 9, 2023
TO: Jeff Towery, City Manager
FROM: Jennifer Cuellar, Finance Director
SUBJECT: Recology Franchise Agreement – FY2023-24 Rate Adjustment



CITY GOVERNMENT CAPACITY

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

Report in Brief:

Recology, Inc., the City's exclusive franchisee for the collection of Solid Waste, has requested a collection rate adjustment of 4.00%, effective July 1, 2023. The requested adjustment is allowed under the terms of the City Franchise Agreement with Recology.

Background:

On January 27, 2009, the City Council adopted Ordinance No. 4904, which authorized the city to enter into a franchise agreement with Recology (f/k/a Western Oregon Waste) ("Franchise Agreement"). Under Article VI(1)(g) of the Franchise Agreement, a rate adjustment equal to the percent change in the Consumer Price Index (CPI) for all Urban Consumers for West-B/C, All Items ("Index") is generally to be made each year, effective on July 1. The adjustment is to have Recology maintain an operating margin between 9% and 15%. The Rate Review report, part of Attachment A, includes a proposed 4% increase in rates, which projects an operating margin of 8.48%.

Over the years, the City has adopted rate adjustments in accordance with the Franchise Agreement. The most recent adjustments are discussed below.

On November 28, 2017, the City Council adopted Resolution No. 2017-69, which authorized Recology Inc. to make an out-of-calendar rate increase of 10%, related to the diversion of solid waste away from the Riverbend landfill in Yamhill County.

After the passage of Resolution 2017-69, on October 8, 2018, Recology submitted a request to the City for consideration of an out-of-calendar rate increase of 10.47%, to be effective January 1, 2019, which included a 5.70% adjustment related to unanticipated increased costs of handling recycling materials. Those increased costs were due to the collapse of the recycling market, particularly along the West Coast, caused by China's "National Sword" policy that banned most plastics and other materials for its recycling centers.

After reviewing the request, the Council found that a portion of the Recology proposal was reasonable and in the public interest, and so adopted Resolution No. 2018-67, approving a 5.5% rate increase, effective January 1, 2019.

In 2019, the City engaged Merina+Co to perform a rate study of Recology to determine whether a further rate adjustment was warranted based on an examination of Recology's financials. As a result of Merina+Co's findings, on June 11, 2019, the City Council adopted Resolution No. 2019-37 that authorized a 5% rate increase, effective July 1, 2019.

In August 2020, Council passed resolution 2020-53 approving a rate increase not to exceed 2.9% effective September 1, 2020.

In June 2021, Council passed resolution 2021-47 declaring a state of emergency with regard to collection, disposal and general management of solid waste due to the Riverbend Landfill closing to municipal waste starting June 19, 2021. Recology's transfer station took on the role of accepting local solid waste.

In June 2022, Council passed resolution 2022-41 instituting a 4% rate increase for FY2022-23.

Discussion:

On April 1, 2023, Recology provided a letter to the City regarding a possible rate increase, as provided in the Franchise Agreement, along with its Rate Review Report. Subsequent to the April 1, 2023, letter, Recology also provided its 2022 Reviewed Financial Statement for RWO-Valley. The April 1, 2023, letter and its attachments as well as the financial statements are attached as Attachment A.

The letter described 2022 as a challenging year for both customers and the organization due to supply chain issues and staffing shortages. It also noted the negotiation of a new collective bargaining agreement with Recology drivers. The letter and the accompanying information showed their projections for next fiscal year indicate the organization will be just below the Operating Ratio range of 9% to 15% specified in the franchise agreement if it includes the 4% capped rate increase.

Recology requests that 4% this be the rate increase effective July 1, 2023.

Fiscal Impact:

The City's Franchise Fee revenue would be projected to increase approximately \$18,000 in FY2023-24 with a 4% rate increase.

Council Options:

1. Approve the resolution authorizing a 4% rate request (staff recommendation). The increase is within the capped annual increase set out in the franchise.
2. Request more information from Recology that will allow the Council to have all data needed for it to vote on the rate adjustment.
3. Reject the rate increase in whole or in part.

Attachments:

1. Attachment A: Recology April 1, 2023, letter with Rate Review Report and Reviewed Financial Statement.
2. Resolution No. 2023-24.
 - a. Exhibit 1: Recology Inc. Rate Schedule effective July 1, 2023



Mr. Jeff Towery
City Manager
City of McMinnville
230 E. 2nd St.
McMinnville, OR 97128

April 1, 2023

Dear Jeff:

In compliance with the terms of our franchise agreement, please find enclosed the following documents that make up the Rate Review Report and Annual Financial Report:

1. Rate Review Report, which includes the following:
 - a. All the actual expenses incurred in the preceding calendar year, and all allowable expenses that we reasonably anticipate will be incurred in the upcoming rate year,
 - b. The allocation factors and percentages used to allocate shared expenses, and
 - c. The Operating Ratios for the preceding calendar year and the upcoming rate year.
2. Reviewed Financial Statement for RWO – Valley for calendar year 2022. This report is forthcoming in the next few days
3. Rate Sheets (to be provided by June 1st, 2023)

2022 was a challenging year for our company and the customers we serve. Supply chain issues affected our ability to get carts, containers, and truck parts in a timely manner. We also dealt with staff shortages due to the tight workforce competition for CDL drivers as well as negotiated a new Collective Bargaining Agreement with our drivers.

Based on our projections for the upcoming rate year (July 1, 2023 – June 30, 2024), we expect to be outside the Operating Ratio range specified in our franchise agreement. As a result, we are proposing to increase rates by 4% to get us back into the range. This increase is necessary to cover increases in our labor, fuel, disposal and other operational costs.

We will provide the new rates to the City by June 1st, 2023, with a requested effective date of July 1st, 2023.

We appreciate the opportunity to provide these essential services. We take this obligation seriously, and we are committed to keeping our operations running as expected. We look forward to attending an upcoming council meeting, either in person or via computer.

Please let us know if you have any questions or need any additional information. You can reach me at (503) 803-4984 or by email at ccarey@recology.com

Respectfully,

A handwritten signature in black ink, appearing to be 'Chris Carey', written in a cursive style.

Chris Carey
General Manager

RWO - Valley Cost of Service Report 2021-22



	RWO - Valley Total			City of McMinnville		
	2022 Calendar Year Actual	2023-24 Projected Rate Year	Allocation Method	2022 Calendar Year Actual	Adjustments and Projected Changes	2023-24 Projected Rate Year
REVENUE				Rate Adj. % >>>	4.00%	
Collection Services - Residential	\$ 8,101,890	\$ 8,562,334	Actual	\$ 4,277,263	\$ 160,816	\$ 4,438,079
Collection Services - Commercial	\$ 4,636,396	\$ 4,995,149	Actual	\$ 3,175,292	\$ 196,872	\$ 3,372,164
Collection Services - Debris Box	\$ 2,439,919	\$ 2,562,435	Actual	\$ 913,287	\$ (23,286)	\$ 890,001
COLLECTION SERVICES:	\$ 15,178,205	\$ 16,119,919	Actual	\$ 8,365,841		\$ 8,700,244
Proposed Rate Adjustment			Actual			\$ 348,010
Revenue - DB Disposal			Actual	\$ 457,424	\$ 22,871	\$ 480,296
Revenue - Medical Waste	\$ 101,411	\$ 96,214	Actual	\$ 86,054	\$ (5,789)	\$ 80,264
Revenue - Other (fees & related)	\$ 87,477	\$ 22,013	Actual	\$ 11,345	\$ (4,421)	\$ 6,924
Non-Franchised Revenue	\$ 1,046,005	\$ 920,758	Actual	\$ -	\$ -	\$ -
Total Revenue	\$ 16,413,098	\$ 17,158,904		\$ 8,920,664	\$ 695,073	\$ 9,615,738
Franchise Fees	\$ (620,348)	\$ (659,508)	Actual	\$ (444,971)		\$ (480,787)
Revenue w/o Franchise Fees	\$ 15,792,750	\$ 16,499,397		\$ 8,475,693		\$ 9,134,951
LABOR EXPENSES						
Operational Personnel	\$ 1,786,353	\$ 2,013,229	Labor Hours	\$ 760,965	\$ 96,646	\$ 857,611
Payroll Taxes	\$ 165,832	\$ 186,893	Labor Hours	\$ 70,642	\$ 8,972	\$ 79,614
Medical Insurance	\$ 407,995	\$ 464,902	Labor Hours	\$ 173,801	\$ 24,242	\$ 198,043
Other Benefits	\$ 264,276	\$ 283,515	Labor Hours	\$ 112,578	\$ 8,196	\$ 120,774
Total Labor Expense	\$ 2,624,455	\$ 2,948,538		\$ 1,117,986	\$ 138,056	\$ 1,256,042
Disposal Charges	\$ 2,783,829	\$ 3,446,584	Vessel Weights	\$ 1,492,803	\$ 355,397	\$ 1,848,200
Medical Waste & Supplies	\$ 71,419	\$ 72,847	Med. Waste	\$ 60,497	\$ 1,210	\$ 61,707
Total Disposal Expense	\$ 2,855,248	\$ 3,519,431		\$ 1,553,300	\$ 356,607	\$ 1,909,906
OPERATIONAL EXPENSES						
Fuel	\$ 823,401	\$ 629,773	Franchised Labor	\$ 400,988	\$ (94,295)	\$ 306,693
Fuel - Non-Franchised (N/F)	\$ 199,030	\$ 152,227	Actual	\$ -	\$ -	\$ -
Repairs and Maintenance	\$ 1,483,969	\$ 1,706,564	Franchised Labor	\$ 722,678	\$ 108,402	\$ 831,080
Repairs and Maintenance - N/F	\$ 289,600	\$ 318,560	Actual	\$ -	\$ -	\$ -
Business Taxes and PUC	\$ 193,933	\$ 179,521	Franchised Labor	\$ 94,443	\$ (7,018)	\$ 87,425
Business Taxes and PUC - N/F	\$ 106,986	\$ 112,335	Actual	\$ -	\$ -	\$ -
Supplies & Uniforms	\$ 22,552	\$ 23,845	Labor Hours	\$ 9,607	\$ 550	\$ 10,158
Operational Supplies/Safety	\$ 72,771	\$ 76,941	Labor Hours	\$ 31,000	\$ 1,776	\$ 32,776
Contract Labor	\$ 119	\$ -	Labor Hours	\$ 51	\$ (51)	\$ -
Depreciation and Amortization	\$ 6,723	\$ 20,000	Franchised Labor	\$ 3,274	\$ 6,466	\$ 9,740
Depreciation and Amortization N/F	\$ 4,749	\$ 4,762	Actual	\$ -	\$ -	\$ -
Operational Lease and Rent	\$ 837,884	\$ 921,884	Franchised Labor	\$ 408,041	\$ 40,907	\$ 448,948
Operational Lease and Rent - N/F	\$ 136,596	\$ 136,596	Actual	\$ -	\$ -	\$ -
Insurance Expense	\$ 103,026	\$ 108,929	Labor Hours	\$ 43,888	\$ 2,515	\$ 46,402
Yard Debris/wood & Other Funding	\$ 1,284,403	\$ 1,421,304	Program	\$ 1,165,921	\$ 124,272	\$ 1,290,193
Recycling Expense	\$ 996,142	\$ 1,197,355	Recycling	\$ 616,103	\$ 124,448	\$ 740,551
Purchase Recyclables			Recycling	\$ -	\$ -	\$ -
Other Operational	\$ 35,646	\$ 37,689	Labor Hours	\$ 15,185	\$ 870	\$ 16,055
Total Operations Expense	\$ 6,597,529	\$ 7,048,284		\$ 3,511,179	\$ 308,843	\$ 3,820,021
SUBTOTAL	\$ 3,715,519	\$ 2,983,143		\$ 2,293,229	\$ (144,247)	\$ 2,148,981
ADMINISTRATIVE EXPENSES						
Management Services	\$ 487,681	\$ 517,737	Computed	\$ 267,620	\$ 20,852	\$ 288,472
Administrative Services	\$ 1,463,057	\$ 1,553,211	Computed	\$ 802,860	\$ 62,557	\$ 865,416
Non-Admin. Labor	\$ -	\$ -	Franchised Labor	\$ -	\$ -	\$ -
Office Supplies	\$ 20,615	\$ 21,796	Customers	\$ 9,886	\$ 566	\$ 10,453
Postage	\$ 30,659	\$ 32,416	Customers	\$ 14,703	\$ 842	\$ 15,545
Billing services	\$ 58,361	\$ 61,705	Customers	\$ 27,988	\$ 1,604	\$ 29,591
Dues and Subscriptions	\$ 29,411	\$ 31,096	Customers	\$ 14,104	\$ 808	\$ 14,912
Telephone	\$ 66,146	\$ 69,936	Customers	\$ 31,721	\$ 1,818	\$ 33,539
Bank Service Charges	\$ 83,140	\$ 87,903	Customers	\$ 39,871	\$ 2,285	\$ 42,155
Professional fees	\$ 36,768	\$ 38,875	Customers	\$ 17,633	\$ 1,010	\$ 18,643
Travel	\$ 3,131	\$ 3,311	Customers	\$ 1,502	\$ 86	\$ 1,588
Advertising and Promotions	\$ 3,719	\$ 3,932	Customers	\$ 1,784	\$ 102	\$ 1,886
Business Meals	\$ 8,302	\$ 8,778	Customers	\$ 3,982	\$ 228	\$ 4,210
Education & Training	\$ 5,293	\$ 5,596	Customers	\$ 2,538	\$ 145	\$ 2,684
Contributions	\$ 10,721	\$ 11,335	Customers	\$ 5,141	\$ 295	\$ 5,436
Bad Debt	\$ 69,847	\$ 71,776	Customers	\$ 33,496	\$ 925	\$ 34,421
Other Administrative	\$ 10,141	\$ 10,722	Customers	\$ 4,863	\$ 279	\$ 5,142
Total Admin Expense	\$ 2,386,992	\$ 2,530,126		\$ 1,279,690	\$ 94,402	\$ 1,374,092
EARNINGS FROM OPERATIONS	\$ 1,328,527	\$ 453,017		\$ 1,013,538	\$ (238,649)	\$ 774,889
Interest Income	\$ (26,686)	\$ (19,558)	Not Allocated	\$ -	\$ -	\$ -
Loss on Asset Disposal	\$ (4,125)	\$ -	Not Allocated	\$ -	\$ -	\$ -
NET INCOME BEFORE TAX	\$ 1,359,338	\$ 472,575		\$ 1,013,538	\$ (238,649)	\$ 774,889
Operating Margin	8.61%	2.86%		11.96%	4.00%	8.48%
Calculated Operating Ratio	91.52%	97.19%		87.98%	\$ -	91.46%

RWO - Valley Cost of Service Report 2021-22



	RWO - Valley Total			City of McMinnville						
	2022 Calendar Year Actual	2023-24 Projected Rate Year	Allocation Method	2022 Calendar Year Actual	Adjustments and Projected Changes	2023-24 Projected Rate Year				
Allocation Data:										
Revenue (All RWO-VAL)	\$ 16,413,098	\$ 17,158,904		\$ 8,920,664		\$ 9,615,738				
Revenue Percent	100.00%	100.00%		54.35%		56.04%				
2021 Labor Hours				42.60%		42.60%				
2022 Disposal				53.62%		53.62%				
2022 Recycling				61.85%		61.85%				
2022 Customer Count				47.96%		47.96%				
2022 Yard Debris				90.78%		90.78%				
2022 Medical Waste				84.71%		84.71%				
2021 Franchised Labor				48.70%		48.70%				
Operating Ratio Calculation										
Calculated Operating Ratio	<u>91.52%</u>	<u>97.19%</u>		<u>87.98%</u>	<table border="1"> <tr> <td>proposed adjustment</td> <td>4.00%</td> </tr> <tr> <td>\$</td> <td>-</td> </tr> </table>	proposed adjustment	4.00%	\$	-	<u>91.46%</u>
proposed adjustment	4.00%									
\$	-									

Recology Western Oregon - Valley Inc.
(A Wholly Owned Subsidiary of Recology Inc.)

Financial Statements

December 31, 2022

(With Independent Accountant's Review Report)



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INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of
Recology Western Oregon - Valley Inc.
McMinnville, Oregon

We have reviewed the accompanying financial statements of Recology Western Oregon - Valley Inc., which comprise the balance sheet as of December 31, 2022, and the related statements of income and stockholder's investment, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of Recology Western Oregon - Valley Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

Change in Accounting Principle

As discussed in Note 2 to the financial statements, the Company adopted FASB Topic 842, *Leases*. Our conclusion is not modified with respect to that matter.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Supplementary Information

The supplementary information included on page 14 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. We have not audited or reviewed such information and do not express an opinion, a conclusion, nor provide any assurance on such supplementary information.

Armanino LLP

Armanino^{LLP}
San Ramon, California

April 14, 2023

RECOLOGY WESTERN OREGON - VALLEY INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Balance Sheet

December 31, 2022

ASSETS

Current assets:

Accounts receivable, net of allowance for doubtful accounts of \$30,078	\$	1,998,040
Other receivables		2,425
Prepaid expenses		39,783
Due from parent		<u>634,154</u>
Total current assets		<u>2,674,402</u>

Fixed assets:

Machinery and equipment		1,994,189
Less accumulated depreciation		<u>(1,989,833)</u>
Property and equipment, net		<u>4,356</u>
Total assets	\$	<u>2,678,758</u>

LIABILITIES AND STOCKHOLDER'S INVESTMENT

Current liabilities:

Accounts payable	\$	81,292
Accrued liabilities		258,023
Deferred revenues		<u>1,432,219</u>
Total current liabilities		<u>1,771,534</u>

Stockholder's investment, net

		<u>907,224</u>
Total liabilities and stockholder's investment	\$	<u>2,678,758</u>

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly Owned Subsidiary of Recology Inc.)
Statement of Income and Stockholder's Investment
For the Year Ended December 31, 2022

Revenues, net	<u>\$ 15,792,750</u>
Cost of operations	
Intercompany refuse disposal	2,737,531
Third party refuse disposal	117,716
Labor costs	2,624,455
Operational expenses	<u>6,597,529</u>
Total cost of operations	<u>12,077,231</u>
Gross profit	3,715,519
General and administrative expenses	<u>2,386,992</u>
Income from operations	<u>1,328,527</u>
Other income	
Interest income	26,686
Gain on disposal of equipment	<u>4,125</u>
Total other income	30,811
Net income	1,359,338
Stockholder's investment, net, beginning of year	458,117
Net distributions to parent and affiliates	<u>(910,231)</u>
Stockholder's investment, net, end of year	<u>\$ 907,224</u>

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly Owned Subsidiary of Recology Inc.)
Statement of Cash Flows
For the Year Ended December 31, 2022

Cash flows from operating activities:	
Net income	\$ 1,359,338
Adjustments to reconcile net income to cash provided by operating activities:	
Depreciation	11,471
Gain on disposal of equipment	(4,125)
Provision for bad debts	69,847
Changes in assets and liabilities:	
Accounts receivable	(266,709)
Other receivables	(2,425)
Prepaid expenses	10,119
Accounts payable	27,638
Accrued liabilities	(3,594)
Deferred revenues	146,333
Other liabilities	(34,129)
Net cash provided by operating activities	<u>1,313,764</u>
 Cash flows provided by investing activities:	
Proceeds from disposal of equipment	<u>4,125</u>
 Cash flows used in financing activities:	
Due from parent	(407,658)
Net distributions to parent and affiliates	(910,231)
Net cash provided by financing activities	<u>(1,317,889)</u>
 Net change in cash	-
Cash, beginning of year	<u>-</u>
Cash, end of year	<u>\$ -</u>

See accompanying notes to financial statements and independent accountant's review report.

RECOLOGY WESTERN OREGON – VALLEY, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2022

(1) NATURE OF BUSINESS

Recology Oregon Waste - Valley, Inc. (the "Company"), is a wholly owned subsidiary of Recology Oregon Inc., which is a wholly owned subsidiary of Recology Inc. (the "Parent" or "Recology"), which in turn is wholly owned by the Recology Employee Stock Ownership Plan (the "Recology ESOP" or the "ESOP").

The Company collects refuse and recyclables in the City of McMinnville and surrounding municipalities in Yamhill and Polk Counties. The Company's refuse collection rates are set by these municipalities. The rate setting process may result in the disallowance of certain costs and/or delays in cost recovery, as well as differences in the timing of when revenues and expenses are recognized.

During the year ended December 31, 2022, the Company disposed of refuse collected by its operations at a facility owned and operated by an affiliate as well as a facility owned and operated by a third party. Yard debris and other recyclable commodities were primarily disposed at a facility owned and operated by an affiliate.

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue recognition and accounts receivable

The Company recognizes revenue on an accrual basis when services are performed. Deferred revenues primarily consist of revenues billed in advance that are recorded as revenue in the period in which the related services are rendered. The majority of the Company's revenue is subject to rate regulation by the municipalities in which it operates.

The Company's receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value. The Company estimates its allowance for doubtful accounts based on several factors, including historical collection trends, type of customer, existing economic conditions and other factors.

In accordance with the Company's adoption of the new revenue recognition standard during 2019, municipal franchise fees were presented as a reduction to revenue for the year ended December 31, 2022.

RECOLOGY WESTERN OREGON – VALLEY, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2022

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and equipment

Property and equipment, including major renewals and betterments, are stated at cost. It is the Company's policy to periodically review the estimated useful lives of its property and equipment. Depreciation is calculated on a straight-line basis over the estimated useful lives of assets as follows:

	<u>Estimated useful lives</u>
Buildings	20-40 years
Leasehold improvements	Shorter of lease or useful life
Machinery and equipment	6-8 years
Furniture and fixtures	8 years
Vehicles	9 years
Containers	10 years

Depreciation expense amounted to \$11,471 for the year ended December 31, 2022. The cost of maintenance and repairs is charged to operations as incurred; significant renewals and betterments are capitalized.

Environmental remediation liabilities

The Company accrues for environmental remediation costs when they become probable and based on its best estimate within a range. If no amount within the range appears to be a better estimate than any other, the low end of such ranges is used. Remediation costs are estimated by environmental remediation professionals based upon site remediation plans they develop and on their experience working with regulatory agencies and the Company's environmental staff and legal counsel. All estimates require assumptions about future events due to a number of uncertainties, including the nature and extent of any contamination, the appropriate remedy or remedies, the final apportionment of responsibility among the potentially responsible parties, if any are identified, the financial viability of other potentially responsible parties, and regulatory agency requirements. Thus, actual costs incurred may differ from the Company's initial estimate. These estimates do not take into account discounts for the present value of total estimated future costs, as the timing of cash payments is not reliably determinable. The Company regularly evaluates the recorded liabilities when additional information becomes available or regulatory changes occur to ascertain whether the accrued amounts are adequate. The Company does not recognize recoverable amounts from other responsible parties or insurance carriers until receipt is deemed probable. No environmental remediation liabilities were accrued at December 31, 2022.

RECOLOGY WESTERN OREGON – VALLEY, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2022

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Impairment of long-lived assets

The Company's policy is to review estimated undiscounted future cash flows and other measures of asset value for its operations when events or changes in circumstances indicate the carrying value of an asset may not be fully recoverable.

During the year ended December 31, 2022, there were no events or changes in circumstances that indicated the carrying value of an asset was not fully recoverable.

Leases

The Company leases certain land, buildings, vehicles, and equipment used in the Company's operations under lease agreements. The Company is responsible for all maintenance costs, taxes, and insurance on the buildings, vehicles, and equipment under lease agreements.

The Company accounts for leases in accordance with Accounting Standards Codification Topic 842, Leases. The Company determines if an arrangement is or contains a lease at contract inception. The Company recognizes a right-of use ("ROU") asset and a lease liability at the lease commencement date.

The ROU asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for lease payments made at or before the lease commencement date, plus any initial direct costs incurred less any lease incentives received.

The Company's leases have varying terms, some of which include renewal or escalation clauses, which are considered in determining minimum leases payments. The lease term for all the Company's leases includes the noncancelable period of the lease plus any additional periods covered by either a Company option to extend (or not to terminate) the lease that the Company is reasonably certain to exercise, or an option to extend (or not to terminate) the lease controlled by the lessor. The Company has cancelable agreements with an affiliate that have one-year terms, whereby it pays for use of certain operating equipment and property. The Company has elected not to include these leases with an initial term of 12 months or less in the balance sheets and payments associated with these short term-leases are recognized as an operating expense on a straight-line basis over the lease term. Leases are classified as either operating leases or finance leases at inception.

RECOLOGY WESTERN OREGON – VALLEY, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2022

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes

Effective October 1, 1998, the Parent elected to become an S corporation with the Company electing to be treated as a Qualified Subchapter S corporation subsidiary. Under S corporation rules, the Parent's taxable income and losses are passed through to the ESOP, the Parent's sole shareholder, which is exempt from income tax, and the Company is treated as a division of the Parent having no separate income tax obligations. The Parent has not allocated the income tax expense to the Company.

The Company recognizes income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that has a greater than 50% likelihood of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company's accounting policy for evaluating uncertain tax positions is to accrue estimated benefits or obligations relating to those positions.

The Company records interest related to unrecognized tax benefits as interest expense and penalties as administrative expenses. For the year ended December 31, 2022, there were no interest or penalties recorded because the Company has no uncertain tax positions that meet the more likely than not threshold.

Cash concentration account

The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account, so that at the end of any particular day, as well as at year-end, the Company's bank account has a zero balance, with related amounts debited or credited to the underlying intercompany account.

Allocations

The Company includes allocated charges from the Parent and affiliates in operating expenses. The charges are allocated by applying activity appropriate factors to direct and indirect costs of the Parent and affiliates or based upon established fees.

Use of estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America. The more significant estimates requiring the judgment of management include the valuation of the allowance for doubtful accounts, leases, allocation of shared costs and accrued franchise fees. Actual results could differ from those estimates.

Stockholder's investment, net

The Company has 100,000 shares of common stock authorized and 1,000 shares issued and outstanding with no par value as of December 31, 2022. Stockholder's investment, net is comprised of the legal capital plus cumulative contributions net of distributions.

RECOLOGY WESTERN OREGON – VALLEY, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2022

(2) SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair value of financial instruments

The carrying amounts reported in the balance sheets of the assets and liabilities, which are considered to be financial instruments (such as receivables, accounts payable, and accrued liabilities), approximate their fair value based upon current market indicators.

Concentration of credit risk

Cash and accounts receivable are financial instruments that potentially expose the Company to credit risk. The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account. Management believes that the Company is not exposed to any significant risk on cash. As of December 31, 2022, two jurisdictions accounted for approximately 78% of accounts receivable.

New accounting standards

In February 2016, the FASB issued ASU 2016 02, *Leases (Topic 842)*. ASU 2016 02 requires lessees to recognize a right of use asset and a lease liability for virtually all of their leases (other than leases that meet the definition of a short-term lease). The liability is equal to the present value of lease payments. The asset is based on the liability, subject to adjustment, such as for initial direct costs. For income statement purposes, the FASB retained a dual model, requiring leases to be classified as either operating or finance. Operating leases result in straight line expense (similar to current operating leases) while finance leases result in a front-loaded expense pattern (similar to current capital leases). Classification is based on criteria that are largely similar to those applied in current lease accounting, but without explicit bright lines. The Company adopted the new standard as of January 1, 2022 using a modified retrospective transition and considered certain permitted practical expedients. The Company has assessed the potential impact of implementing this new accounting standard on its financial statements. The Company does not anticipate recording a right of use asset.

(3) COMMITMENTS AND CONTINGENCIES

Substantially all of the assets of the Company are pledged to secure the obligations of the Parent. The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the repayment, on a joint and several basis, of any and all obligations under the Parent's Revolving Credit Agreement. The Company could be required to honor the guarantee upon an uncured default event, as defined in the Parent's Revolving Credit Agreement. The Parent's Revolving Credit Agreement expires in December 2026. At December 31, 2022, there was an outstanding balance of \$262.0 million on the Parent's Revolving Credit Agreement and there were standby letters of credit issued for \$118.4 million. The Parent has represented to the Company that it is in compliance with all covenants of the Revolving Credit Agreement.

The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the payment of amounts owed to unrelated third parties, which provided the equipment financing to affiliates of the Company. The affiliates are obligated to the unrelated third parties with various expiration dates through June 2027. At December 31, 2022, the outstanding principal on the financed equipment recorded by the affiliates was \$20.4 million.

RECOLOGY WESTERN OREGON – VALLEY, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2022

(3) COMMITMENTS AND CONTINGENCIES (CONTINUED)

The Parent and its subsidiaries, including the Company, are subject to various laws and regulations relating to the protection of the environment. It is not possible to quantify with certainty the potential impact of actions regarding environmental matters, particularly any future remediation, and other compliance efforts. The Parent has environmental impairment liability insurance, which covers the sudden or gradual onset of environmental damage to third parties, on all owned and operated facilities. In the opinion of management, compliance with present environmental protection laws will not have a material adverse effect on the results of operations of the Company provided costs are substantially covered in the Company's rates on a timely basis.

The Company and the Parent are involved in various legal actions arising in the normal course of business. It is the Company's opinion that these matters are adequately provided for or that the resolution of such matters will not have a material adverse impact on the financial position or results of operations of the Company or the Parent.

(4) LEASES

The Company's main office facility and storage yard, located in Western Oregon Valley, is leased under a 12 month fully cancelable lease ranging from \$2,296 to \$10,311 per month. The Company also leases all equipment under 12 month fully cancelable annually renegotiated leases, ranging from \$9 to \$2,580 per month. The annual rent expense for both facilities totaled \$156,105 and all equipment \$818,375 for the year ended December 31, 2022.

Rental expense for the year ended December 31, 2022 was \$974,480 including amounts under short-term rental agreements with third parties and affiliates.

Under the terms of the equipment lease agreement with an affiliate, and in accordance with existing rate policies, the Company may continue to use certain equipment under operating leases without a related payment once the affiliate's equipment cost and related interest have been funded through operating lease payments.

RECOLOGY WESTERN OREGON – VALLEY, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2022

(5) TRANSACTIONS WITH RELATED PARTIES

During the year ended December 31, 2022, operating and other expenses of the Company included allocated charges from the Parent and affiliates. Such charges are based upon the direct and indirect costs of the Parent and affiliates, or established fees, and allocated based on specific activities. The allocated charges are as follows:

Parent:

Health Insurance	\$	10,744
Worker's Compensation		114,664
401(k) Employer Portion		2,607
General and Vehicle Insurance		103,026
		<u>231,041</u>

Affiliates:

Collection Revenue	(980,668)
Freight	0
Rental of Equipment	822,369
Property Rental	12,960
Disposal Costs	4,021,934
Processing Fees	996,142
General and Administration Allocation	1,463,057
Truck and Garage	1,002,167
Regional Management and Accounting Fees	487,681
	<u>7,825,642</u>
	<u>\$ 8,056,683</u>

During the year ended December 31, 2022, amounts due from or payable to Parent and affiliates were accumulated by the Company and, as of the Parent's fiscal year-end, September 30, 2022, the net amount was settled by way of capital contributions or distributions. Changes in amounts due from or payable to Parent or affiliates are presented as a financing activity in the statement of cash flows, except as related to expenditures attributable to property and equipment. For the three months from October 1, 2022 to December 31, 2022, the net amount was not settled by way of capital contributions or distributions.

(6) EMPLOYEE STOCK OWNERSHIP PLAN

In 1986, the Parent established an employee stock ownership plan and trust, which purchased all of the Parent's outstanding stock. The ESOP is a noncontributory plan that covers substantially all of the employees of the Company and other Recology subsidiaries. Employees, except under certain conditions, become fully vested after a requirement of three years of service. No vesting occurs until the full service requirement is satisfied.

RECOLOGY WESTERN OREGON – VALLEY, INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2022

(6) EMPLOYEE STOCK OWNERSHIP PLAN (CONTINUED)

The Parent's common stock is not traded on an established market. Presently, all shares are held by the ESOP. All distributions will be made from the ESOP in cash, which is received from Recology, or shares, subject to immediate repurchase by Recology. A participant who is vested is entitled to begin receiving a distribution from his or her ESOP account at a future date following his or her termination of employment. Distributions may be made in a lump-sum, equal annual installments over a period generally not to exceed five years, or a combination of the foregoing, generally as determined by the ESOP Administrative Committee (the Committee). The Committee also generally determines the time and manner of distributions, subject to the following limitations: (i) in the event of a participant's retirement, disability, or death, distribution must begin prior to September 30 of the plan year following the plan year in which employment terminates; and (ii) if a participant's employment terminates for any other reason, distribution must begin prior to September 30 of the sixth plan year following the plan year in which employment terminates, although the Committee may further defer distributions that are not attributable to post-1986 shares until the participant reaches the age that he or she would be required to reach in order to qualify for retirement under the ESOP. Each participant who has attained age 55 and has participated in the ESOP for at least 10 years may elect to receive cash distributions for in-service withdrawals attributable to post-1986 shares allocated to his or her account. An eligible participant is entitled to elect payment attributable to as much as 25% of his or her eligible shares during the first five years of election and up to 50% of eligible shares in the sixth year. The cash distributions are based upon the appraised value of Recology stock and other assets, if any, as of the most recent valuation of the participant's account.

The Parent makes contributions to the ESOP to make benefit payments to eligible participants under the Plan.

(7) SUBSEQUENT EVENTS

The Company has evaluated its subsequent events through April 7, 2023, which is the date the financial statements were available for issuance. As a result of the evaluation, we are not aware of any material modifications that should be made to these financial statements for them to be in conformity with generally accepted accounting principles.

SUPPLEMENTARY INFORMATION

RECOLOGY WESTERN OREGON - VALLEY INC.
(A Wholly Owned Subsidiary of Recology Inc.)
Schedule of Operational and General & Administrative Expenses
For the Year Ended December 31, 2022

Operational expenses	
Contract labor	\$ 119
Depreciation	11,471
Fuel	1,022,431
Insurance	103,026
Supplies	95,324
Operational lease expense	974,480
Recycling processing costs	996,142
Repair and maintenance	1,773,569
Taxes and licenses	300,918
Yard debris funding	1,284,403
Other operational expenses	35,646
Total operational expenses	<u>\$ 6,597,529</u>
General and administrative expenses	
General administration allocation	\$ 1,463,057
Regional management and accounting fees	487,681
Advertising and promotion	3,719
Bad debt	69,847
Contributions	10,721
Billing services	58,361
Dues and subscriptions	29,411
Education and training	5,293
Bank service charges	83,140
Meals	8,302
Office supplies	20,615
Postage	30,659
Professional services	36,768
Telephone	66,146
Travel	3,131
Other administration	10,141
Total general and administrative expenses	<u>\$ 2,386,992</u>

See accompanying notes to financial statements and independent accountant's review report.

RESOLUTION NO. 2023 – 24

A Resolution of the City of McMinnville Approving a Collection Rate Increase Not to Exceed 4% for Recology Inc.

RECITALS:

WHEREAS, the City of McMinnville (“City”) entered into a franchise agreement with Recology Inc. (f/k/a Western Oregon Waste) on January 27, 2009, pursuant to Ordinance No. 4904; and

WHEREAS, under Article VI(1)(g) of the Franchise Agreement, a rate adjustment equal to the percent change in the Consumer Price Index (CPI) for all Urban Consumers for West-B/C, All Items (“Index”) is generally to be made each year, effective on July 1; and

WHEREAS, pursuant to the Franchise Agreement, Recology Inc. has requested a rate increase of 4%, which is based on the Index data published in April 2023; and

WHEREAS, This rate increase, if approved, will result in a projected operating margin for Recology Inc. of 8.48% and operating ratio of 91.46%.

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

1. The City of McMinnville incorporates the above-stated findings as if fully set forth herein.
2. The City of McMinnville approves an increase of Recology Inc.’s collection rates not to exceed 4%, as shown in the attached **Exhibit 1**, which rates will go into effect beginning July 1, 2023.
3. This Resolution takes effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a meeting held the 9th day of May 2023 by the following votes:

Ayes: _____

Nays: _____

Abstain: _____

Approved this 9th day of May 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBIT:

1. Recology Inc. Rate Schedule effective July 1, 2023

RECOLOGY WESTERN OREGON
MCM CITY OF MCMINNVILLE

SUMMARY RATE SHEET
EFF. DATE: 7/1/2023

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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CART SERVICES - CURBSIDE

CURBSIDE: WITHIN 4 FEET OF THE CURB OR ROAD, AND AWAY FROM ALL CARS, MAIL BOXES, OR OTHER ITEMS.

32 GALLON CART SERVICE

MONTHLY RATES

32GWC	32G CART-CURB	\$ 29.11	4.00%	\$ 1.16	\$ 30.27
32GEC	32G CART EOW-CURBSIDE	\$ 18.90	4.00%	\$ 0.76	\$ 19.66
32GMC	32G CART MONTHLY-CURB	\$ 10.18	4.00%	\$ 0.41	\$ 10.59
OC3C	32 GAL CART ON CALL CURB	\$ 10.18	4.00%	\$ 0.41	\$ 10.59
	ADDITIONAL CART - SAME RATE				

90 GALLON CART SERVICE

MONTHLY RATES

90GWC	90G CART-CURB	\$ 48.54	4.00%	\$ 1.94	\$ 50.48
90GEC	90G CART EOW-CURB	\$ 31.54	4.00%	\$ 1.26	\$ 32.80
90GMC	90G CART OAM-CURB	\$ 16.99	4.00%	\$ 0.68	\$ 17.67
OC9C	90 GAL CART ON CALL CURB	\$ 16.99	4.00%	\$ 0.68	\$ 17.67
	ADDITIONAL CART - SAME RATE				

MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOC	90G CART WILL CALL-CURB	\$ 2.70	4.00%	\$ 0.11	\$ 2.81
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SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

RATE PER EACH

SP32C	SPEC P/U 32G CART CURBSIDE	\$ 10.18	4.00%	\$ 0.41	\$ 10.59
SP90C	SPEC P/U 90G CART CURBSIDE	\$ 16.99	4.00%	\$ 0.68	\$ 17.67

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

CART SERVICES - NON-CURBSIDE (SIDEYARD)

NON-CURBSIDE: VISIBLE FROM THE STREET, OUTSIDE OF GARAGES AND FENCED AREAS.

32 GALLON CART SERVICE

MONTHLY RATES

32GWS	32G CART-SIDE	\$ 45.29	4.00%	\$ 1.81	\$ 47.10
32GES	32G CART EOW-SIDEYARD	\$ 29.47	4.00%	\$ 1.18	\$ 30.65
32GMS	32G CART MONTHLY-SIDE	\$ 15.87	4.00%	\$ 0.63	\$ 16.50
OC3S	32 GAL CART ON CALL SIDE	\$ 15.87	4.00%	\$ 0.63	\$ 16.50
	ADDITIONAL CART - SAME RATE				

90 GALLON CART SERVICE

MONTHLY RATES

90GWS	90G CART-SIDE	\$ 74.45	4.00%	\$ 2.98	\$ 77.43
90GES	90G CART EOW-SIDE	\$ 48.40	4.00%	\$ 1.94	\$ 50.34
90GMS	90G CART OAM-SIDE	\$ 26.04	4.00%	\$ 1.04	\$ 27.08
OC9S	90 GAL CART ON CALL SIDE	\$ 26.04	4.00%	\$ 1.04	\$ 27.08
	ADDITIONAL CART - SAME RATE				

MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOS	90G CART WILL CALL-SIDE	\$ 2.70	4.00%	\$ 0.11	\$ 2.81
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SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

RATE PER EACH

SP32S	SPEC P/U 32G CART NON CURBSIDE	\$ 15.87	4.00%	\$ 0.63	\$ 16.50
SP90S	SPEC P/U 90G CART NON CURBSIDE	\$ 26.04	4.00%	\$ 1.04	\$ 27.08

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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OTHER SERVICES & FEES

EXTRAS - PER UNIT CHARGES (APPROX. 32 GALLONS PER UNIT)

RATE PER EACH

XBAG	EXTRA BAG(S)	\$ 7.68	4.00%	\$ 0.31	\$ 7.99
XBOX	EXTRA BOX	\$ 7.68	4.00%	\$ 0.31	\$ 7.99
XCAN	EXTRA CAN(S)	\$ 7.68	4.00%	\$ 0.31	\$ 7.99
XMISC	EXTRA MISC	\$ 7.68	4.00%	\$ 0.31	\$ 7.99
X32	EXTRA 32G CART(S)	\$ 7.68	4.00%	\$ 0.31	\$ 7.99
X90	EXTRA 90G CART(S)	\$ 12.16	4.00%	\$ 0.49	\$ 12.65

BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)

RATES LISTED ARE FOR COLLECTION AT CURB. ADDITIONAL CHARGES MAY APPLY FOR RETRIEVAL.

RATE PER EACH

APF	REFRIGERATOR/FREEZER	\$ 29.29	4.00%	\$ 1.17	\$ 30.46
APL	APPLIANCE	\$ 11.72	4.00%	\$ 0.47	\$ 12.19
FURN	FURNITURE CHARGE	\$ 17.57	4.00%	\$ 0.70	\$ 18.27
TREE	EXTRA CHRISTMAS TREE	\$ 15.34	4.00%	\$ 0.61	\$ 15.95
IRSC	IN ROUTE SERVICE CHARGE	\$ 27.73	4.00%	\$ 1.11	\$ 28.84
SC	SERVICE CHARGE (OUT-OF-ROUTE)	\$ 27.73	4.00%	\$ 1.11	\$ 28.84

RELATED FEES

RATE PER EACH

CRIR	CART REDELIVERY IN ROUTE	\$ 10.00	4.00%	\$ 0.40	\$ 10.40
CROR	CART REDELIVER OUT OF ROUTE	\$ 20.00	4.00%	\$ 0.80	\$ 20.80
CORDF	CONTAINER RE-DELIVERY FEE	\$ 40.80	4.00%	\$ 1.63	\$ 42.43

Note: Re-Delivery fees apply for resume service after suspend.

RATE PER EACH

CCF	CART CLEANING FEE	\$ 10.00	4.00%	\$ 0.40	\$ 10.40
CRF	CART REPLACEMENT FEE	\$ 65.00	4.00%	\$ 2.60	\$ 67.60

Note: Replacement fee is used for loss/damage beyond normal wear and tear.

RATE PER EACH

WLI	WIND LATCH INSTALLATION	\$ 15.00	0.00%	\$ -	\$ 15.00
RF	REINSTATEMENT FEE	\$ 15.00	0.00%	\$ -	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00	0.00%	\$ -	\$ 25.00

FRONT-LOAD CONTAINER SERVICE

1 YARD CONTAINERS

MONTHLY RATES

1GW	1YD TRASH	\$ 210.57	4.00%	\$ 8.42	\$ 218.99
1GE	1YD TRASH EOW	\$ 124.17	4.00%	\$ 4.97	\$ 129.14
1GM	1YD TRASH MONTHLY	\$ 77.72	4.00%	\$ 3.11	\$ 80.83
1OC	ON CALL-1YD TRASH	\$ 43.89	4.00%	\$ 1.76	\$ 45.65
1XP	EXTRA PICK UP-1YD TRASH	\$ 43.89	4.00%	\$ 1.76	\$ 45.65

1.5 YARD CONTAINERS

MONTHLY RATES

1HGW	1.5YD TRASH	\$ 259.50	4.00%	\$ 10.38	\$ 269.88
1HGE	1.5YD TRASH EOW	\$ 148.64	4.00%	\$ 5.95	\$ 154.59
1HGM	1.5YD TRASH MONTHLY	\$ 89.00	4.00%	\$ 3.56	\$ 92.56
1HOC	ON CALL-1.5YD TRASH	\$ 56.35	4.00%	\$ 2.25	\$ 58.60
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5 YARD CONTAINERS

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8XP	EXTRA PICK UP-8YD TRASH	\$ 198.89	4.00%	\$ 7.96	\$ 206.85

CONTAINER MONTHLY RENT (CHARGED TO WILL-CALL CUSTOMERS, SAME FOR ALL SIZES)

RNT1	1YD RENT - TRASH	\$ 20.00	4.00%	\$ 0.80	\$ 20.80
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FRONT-LOAD COMPACTORS - Additional charges apply for compacted waste.

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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DEBRIS BOX SERVICES

SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)

RATE PER HAUL

DEL	DELIVERY CHARGE	\$ 54.98	4.00%	\$ 2.20	\$ 57.18
10HG	TRASH BOX HAUL FEE (ALL SIZES)	\$ 208.22	4.00%	\$ 8.33	\$ 216.55
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 248.62	4.00%	\$ 9.94	\$ 258.56

DEBRIS BOX DISPOSAL FEES

RATE PER UNIT

DFDM	DISPOSAL FEE - DEMOLITION (\$\$/TON)	\$ 75.58	4.00%	\$ 3.02	\$ 78.60
DFG	DISPOSAL FEE - GARBAGE (\$\$/TON)	\$ 75.58	4.00%	\$ 3.02	\$ 78.60
DFWD	DISPOSAL FEE - CLEAN WOOD (\$\$/TON)	\$ 43.69	4.00%	\$ 1.75	\$ 45.44
DFYD	DISPOSAL FEE - YARD DEBRIS (\$\$/YD ³)	\$ -	0.00%	\$ -	\$ -

Note: Recycling ton fees will be equal to or less than trash fees, based on current market pricing.

TEMPORARY DEBRIS BOXES - COD RATES (INCLUDES HAUL & AVERAGE DISPOSAL FOR BOX SIZE)

10DG	10 YARD BOX W/DISPOSAL	\$ 391.40	4.00%	\$ 15.66	\$ 407.06
20DG	20 YARD BOX W/DISPOSAL	\$ 549.35	4.00%	\$ 21.97	\$ 571.32
30DG	30 YARD BOX W/DISPOSAL	\$ 707.37	4.00%	\$ 28.29	\$ 735.66

RELATED FEES

RATE PER DAY

RENTD	DAILY RENTAL FEE	\$ 13.21	4.00%	\$ 0.53	\$ 13.74
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Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

RATE PER MONTH

RENTM	MONTHLY RENTAL FEE	\$ 186.45	4.00%	\$ 7.46	\$ 193.91
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Note: Monthly rent applies for customers who keep a box for a year or longer.

RATE PER HOUR

TIME	TRUCK TIME FEE	\$ 151.44	4.00%	\$ 6.06	\$ 157.50
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 163.19	4.00%	\$ 6.53	\$ 169.72
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 244.75	4.00%	\$ 9.79	\$ 254.54

Note: Hourly Truck Time is used for hauls to destinations outside our normal operating areas.

TEMPORARY RENTAL CONTAINERS

RATE PER EACH

3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 36.80	4.00%	\$ 1.47	\$ 38.27
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 121.66	4.00%	\$ 4.87	\$ 126.53
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.00	0.00%	\$ -	\$ 2.00

Note: Temporary = not longer than 30 days, with 45 days between projects. Rent included for first 7 days.

BULKY ITEMS - DEBRIS BOX

STANDARD FEES APPLY FOR THESE ITEMS IF DECLARED & SEPARATED ACCORDING TO INSTRUCTIONS.

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

RATE PER EACH

TOFFR	TIRE CHARGE NO RIM	\$ 4.69	4.00%	\$ 0.19	\$ 4.88
TONR	TIRE CHARGE ON RIM	\$ 9.37	4.00%	\$ 0.37	\$ 9.74
APPL	APPLIANCE	\$ 11.72	4.00%	\$ 0.47	\$ 12.19
APF	REFRIGERATOR/FREEZER	\$ 29.29	4.00%	\$ 1.17	\$ 30.46

MEDICAL WASTE COLLECTION SERVICES

RATE PER EACH

M4HSC	4.7 QT SHARPS CONTAINER	\$ 22.33	4.00%	\$ 0.89	\$ 23.22
M10SC	10 QT SHARPS CONTAINER	\$ 25.84	4.00%	\$ 1.03	\$ 26.87
M23SC	23 QT SHARPS CONTAINER	\$ 49.00	4.00%	\$ 1.96	\$ 50.96
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 36.28	4.00%	\$ 1.45	\$ 37.73
MW17G	MEDICAL WASTE 17 GAL	\$ 22.50	4.00%	\$ 0.90	\$ 23.40
MW31G	MEDICAL WASTE 31 GAL	\$ 29.00	4.00%	\$ 1.16	\$ 30.16
MW43G	MEDICAL WASTE 43 GAL	\$ 35.00	4.00%	\$ 1.40	\$ 36.40
MLGPB	MEDICAL WASTE TRACE CHEMO BOX	\$ 51.00	4.00%	\$ 2.04	\$ 53.04
MWTCB	PATHOLOGY BOX	\$ 51.00	4.00%	\$ 2.04	\$ 53.04

Note: Additional fees may apply for overweight tubs. Improperly prepared materials cannot be collected.

Finance Charges (0.75% monthly, 9% annually) will be assessed on any past due amount (excluding amounts in dispute over billing or service issues).
 Billing Terms: Commercial Accounts are billed on a monthly basis.
 Residential accounts are billed once every three months, in advance.

RESOLUTION NO. 2023 – 24

A Resolution of the City of McMinnville Approving a Collection Rate Increase Not to Exceed 4% for Recology Inc.

RECITALS:

WHEREAS, the City of McMinnville (“City”) entered into a franchise agreement with Recology Inc. (f/k/a Western Oregon Waste) on January 27, 2009, pursuant to Ordinance No. 4904; and

WHEREAS, under Article VI(1)(g) of the Franchise Agreement, a rate adjustment equal to the percent change in the Consumer Price Index (CPI) for all Urban Consumers for West-B/C, All Items (“Index”) is generally to be made each year, effective on July 1; and

WHEREAS, pursuant to the Franchise Agreement, Recology Inc. has requested a rate increase of 4%, which is based on the Index data published in April 2023; and

WHEREAS, This rate increase, if approved, will result in a projected operating margin for Recology Inc. of 8.48% and operating ratio of 91.46%.

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

1. The City of McMinnville incorporates the above-stated findings as if fully set forth herein.
2. The City of McMinnville approves an increase of Recology Inc.’s collection rates not to exceed 4%, as shown in the attached **Exhibit 1**, which rates will go into effect beginning July 1, 2023.
3. This Resolution takes effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a meeting held the 9th day of May 2023 by the following votes:

Ayes: _____

Nays: _____

Abstain: _____

Approved this 23rd day of May 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBIT:

1. Recology Inc. Rate Schedule effective July 1, 2023

**RECOLOGY WESTERN OREGON
MCM CITY OF MCMINNVILLE**

**SUMMARY RATE SHEET
EFF. DATE: 7/1/2023**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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CART SERVICES - CURBSIDE

CURBSIDE: WITHIN 4 FEET OF THE CURB OR ROAD, AND AWAY FROM ALL CARS, MAIL BOXES, OR OTHER ITEMS.

32 GALLON CART SERVICE

MONTHLY RATES

32GWC	32G CART-CURB	\$ 29.11	4.00%	\$ 1.16	\$ 30.27
32GEC	32G CART EOW-CURBSIDE	\$ 18.90	4.00%	\$ 0.76	\$ 19.66
32GMC	32G CART MONTHLY-CURB	\$ 10.18	4.00%	\$ 0.41	\$ 10.59
OC3C	32 GAL CART ON CALL CURB	\$ 10.18	4.00%	\$ 0.41	\$ 10.59
	ADDITIONAL CART - SAME RATE				

90 GALLON CART SERVICE

MONTHLY RATES

90GWC	90G CART-CURB	\$ 48.54	4.00%	\$ 1.94	\$ 50.48
90GEC	90G CART EOW-CURB	\$ 31.54	4.00%	\$ 1.26	\$ 32.80
90GMC	90G CART OAM-CURB	\$ 16.99	4.00%	\$ 0.68	\$ 17.67
OC9C	90 GAL CART ON CALL CURB	\$ 16.99	4.00%	\$ 0.68	\$ 17.67
	ADDITIONAL CART - SAME RATE				

MONTHLY CART RENT (FOR ON-CALL SERVICE)

90GOC	90G CART WILL CALL-CURB	\$ 2.70	4.00%	\$ 0.11	\$ 2.81
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SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECTION)

RATE PER EACH

SP32C	SPEC P/U 32G CART CURBSIDE	\$ 10.18	4.00%	\$ 0.41	\$ 10.59
SP90C	SPEC P/U 90G CART CURBSIDE	\$ 16.99	4.00%	\$ 0.68	\$ 17.67

Note: Recycle carts dumped as trash due to contamination may be charged the special pick-up rate.

CART SERVICES - NON-CURBSIDE (SIDEYARD)

NON-CURBSIDE: VISIBLE FROM THE STREET, OUTSIDE OF GARAGES AND FENCED AREAS.

32 GALLON CART SERVICE

MONTHLY RATES

32GWS	32G CART-SIDE	\$ 45.29	4.00%	\$ 1.81	\$ 47.10
32GES	32G CART EOW-SIDEYARD	\$ 29.47	4.00%	\$ 1.18	\$ 30.65
32GMS	32G CART MONTHLY-SIDE	\$ 15.87	4.00%	\$ 0.63	\$ 16.50
OC3S	32 GAL CART ON CALL SIDE	\$ 15.87	4.00%	\$ 0.63	\$ 16.50
	ADDITIONAL CART - SAME RATE				

90 GALLON CART SERVICE

MONTHLY RATES

90GWS	90G CART-SIDE	\$ 74.45	4.00%	\$ 2.98	\$ 77.43
90GES	90G CART EOW-SIDE	\$ 48.40	4.00%	\$ 1.94	\$ 50.34
90GMS	90G CART OAM-SIDE	\$ 26.04	4.00%	\$ 1.04	\$ 27.08
OC9S	90 GAL CART ON CALL SIDE	\$ 26.04	4.00%	\$ 1.04	\$ 27.08
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RNT1	1YD RENT - TRASH	\$ 20.00	4.00%	\$ 0.80	\$ 20.80
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FRONT-LOAD COMPACTORS - Additional charges apply for compacted waste.

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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DEBRIS BOX SERVICES

SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)

RATE PER HAUL

DEL	DELIVERY CHARGE	\$ 54.98	4.00%	\$ 2.20	\$ 57.18
10HG	TRASH BOX HAUL FEE (ALL SIZES)	\$ 208.22	4.00%	\$ 8.33	\$ 216.55
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 248.62	4.00%	\$ 9.94	\$ 258.56

DEBRIS BOX DISPOSAL FEES

RATE PER UNIT

DFDM	DISPOSAL FEE - DEMOLITION (\$\$/TON)	\$ 75.58	4.00%	\$ 3.02	\$ 78.60
DFG	DISPOSAL FEE - GARBAGE (\$\$/TON)	\$ 75.58	4.00%	\$ 3.02	\$ 78.60
DFWD	DISPOSAL FEE - CLEAN WOOD (\$\$/TON)	\$ 43.69	4.00%	\$ 1.75	\$ 45.44
DFYD	DISPOSAL FEE - YARD DEBRIS (\$\$/YD ³)	\$ -	0.00%	\$ -	\$ -

Note: Recycling ton fees will be equal to or less than trash fees, based on current market pricing.

TEMPORARY DEBRIS BOXES - COD RATES (INCLUDES HAUL & AVERAGE DISPOSAL FOR BOX SIZE)

10DG	10 YARD BOX W/DISPOSAL	\$ 391.40	4.00%	\$ 15.66	\$ 407.06
20DG	20 YARD BOX W/DISPOSAL	\$ 549.35	4.00%	\$ 21.97	\$ 571.32
30DG	30 YARD BOX W/DISPOSAL	\$ 707.37	4.00%	\$ 28.29	\$ 735.66

RELATED FEES

RATE PER DAY

RENTD	DAILY RENTAL FEE	\$ 13.21	4.00%	\$ 0.53	\$ 13.74
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Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

RATE PER MONTH

RENTM	MONTHLY RENTAL FEE	\$ 186.45	4.00%	\$ 7.46	\$ 193.91
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Note: Monthly rent applies for customers who keep a box for a year or longer.

RATE PER HOUR

TIME	TRUCK TIME FEE	\$ 151.44	4.00%	\$ 6.06	\$ 157.50
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 163.19	4.00%	\$ 6.53	\$ 169.72
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 244.75	4.00%	\$ 9.79	\$ 254.54

Note: Hourly Truck Time is used for hauls to destinations outside our normal operating areas.

TEMPORARY RENTAL CONTAINERS

RATE PER EACH

3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 36.80	4.00%	\$ 1.47	\$ 38.27
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 121.66	4.00%	\$ 4.87	\$ 126.53
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.00	0.00%	\$ -	\$ 2.00

Note: Temporary = not longer than 30 days, with 45 days between projects. Rent included for first 7 days.

BULKY ITEMS - DEBRIS BOX

STANDARD FEES APPLY FOR THESE ITEMS IF DECLARED & SEPARATED ACCORDING TO INSTRUCTIONS.

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

RATE PER EACH

TOFFR	TIRE CHARGE NO RIM	\$ 4.69	4.00%	\$ 0.19	\$ 4.88
TONR	TIRE CHARGE ON RIM	\$ 9.37	4.00%	\$ 0.37	\$ 9.74
APPL	APPLIANCE	\$ 11.72	4.00%	\$ 0.47	\$ 12.19
APF	REFRIGERATOR/FREEZER	\$ 29.29	4.00%	\$ 1.17	\$ 30.46

MEDICAL WASTE COLLECTION SERVICES

RATE PER EACH

M4HSC	4.7 QT SHARPS CONTAINER	\$ 22.33	4.00%	\$ 0.89	\$ 23.22
M10SC	10 QT SHARPS CONTAINER	\$ 25.84	4.00%	\$ 1.03	\$ 26.87
M23SC	23 QT SHARPS CONTAINER	\$ 49.00	4.00%	\$ 1.96	\$ 50.96
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 36.28	4.00%	\$ 1.45	\$ 37.73
MW17G	MEDICAL WASTE 17 GAL	\$ 22.50	4.00%	\$ 0.90	\$ 23.40
MW31G	MEDICAL WASTE 31 GAL	\$ 29.00	4.00%	\$ 1.16	\$ 30.16
MW43G	MEDICAL WASTE 43 GAL	\$ 35.00	4.00%	\$ 1.40	\$ 36.40
MLGPB	MEDICAL WASTE TRACE CHEMO BOX	\$ 51.00	4.00%	\$ 2.04	\$ 53.04
MWTCB	PATHOLOGY BOX	\$ 51.00	4.00%	\$ 2.04	\$ 53.04

Note: Additional fees may apply for overweight tubs. Improperly prepared materials cannot be collected.

Finance Charges (0.75% monthly, 9% annually) will be assessed on any past due amount (excluding amounts in dispute over billing or service issues).
 Billing Terms: Commercial Accounts are billed on a monthly basis.
 Residential accounts are billed once every three months, in advance.



City of McMinnville
Municipal Airport
231 NE Fifth Street
McMinnville, OR 97128
(971) 387-1125
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: May 15, 2023
TO: Jeff Towery, City Manager
FROM: Willy Williamson, Airport Administrator
SUBJECT: McMinnville Municipal Airport – Airport Master Plan Project Award

Report in Brief:

This action is the consideration of a resolution to award a contract for the McMinnville Municipal Airport Master Plan, Project No. 2022-10, to Century West Engineering, Corp.

Background:

The City of McMinnville owns and operates the McMinnville Municipal Airport. The Federal Aviation Administration (FAA) and Oregon Department of Aviation (ODA) provides grant funding for airport improvements and airport infrastructure maintenance. A current Airport Master Plan (AMP) with an Airport Layout Plan (ALP) is necessary to ensure viability of the Airport and to meet the needs of the community and the flying public. It is also a requirement to obtain FAA and ODA grants. It is preferred that the AMP has been accomplished within the past 10 years. The most recent airport master plan for the McMinnville Municipal Airport was accomplished in 2004, nearly 19 years ago.

The most recent 5-year Airport Capital Improvement Plan (ACIP) indicates \$5 million of grant funds will be required to make necessary improvements and maintain the current airport infrastructure during the next five years.

The FAA and ODA grants may provide up to 95% of the cost of infrastructure maintenance and airport improvements. This Airport Master Plan project will also be primarily funded through FAA and ODA grants.

The timing of this Airport Master Plan project is beneficial being it will allow the airport planning to dovetail with the Three Mile Lane Area Plan and Economic Development projects. Stakeholders within the Three Mile Lane and Airport area will also benefit from an all inclusive set of projects.

Discussion:

An Airport Master Plan (AMP) is required at this time to ensure continued viability of the airport and remain eligible for FAA and ODA grant funds.

The FAA airport improvement program grant funds provide 90% of airport infrastructure and improvement projects cost. The ODA grant funds match the City's cost share in these projects. Additionally, the FAA and ODA provide the same level of Grant funding for the AMP and Layout Plans.

Timeliness of this AMP update allows a cohesive planning effort with other City departments and local planning and community programs. For example, the Three Mile Lane and other innovation and technical planning projects along with commercial & non-profit activities adjacent to the airport will benefit.

Time is also of the essence for the Airport. The most recent Airport Master Plan is at the end of its time span. The FAA typically does not consider an Airport Master Plan to be valid at 20 years, and in fact, prefers an update after 10 years. Waiting longer to perform this project could jeopardize grant availability.

This AMP will be a gateway to ensure grant funding availability and improve safety at the airport. It will also complement the planning processes as stated above. Considering that level of corporate operations combined with the types of aircraft, it provides an opportunity to grow the corporate and tourism activity.

Century West Engineering (CWE) has been selected for this project. They have considerable experience planning and performing engineering projects at this size and type of airport throughout the Northwestern United States. CWE also has experience at the McMinnville Municipal Airport with an understanding of the community as well as environmental concerns that are related to the Airport.

Attachments:

1. Resolution 2023- 31
2. Airport Master Plan Request For Proposal
3. Century West Engineering Airport Master Plan Proposal
4. CWE Contract
5. Airport Capital Improvement Plan (CIP-BIL) Spreadsheet

Fiscal Impact:

The estimated total cost of the Airport Master Plan will be approximately \$506,000. The estimated city share will be approximately \$26,000. Once Council has approved the award of this contract, the consultant fees will be finalized and the contract will be executed.

The first half of the project budget is included in the adopted FY 24 budget, and the second half will be included in the FY 25 budget for Airport Capital Fund (25), Airport Master Plan Update. The project is expected to take 1½ - 2 years for completion.

Recommendation:

Staff recommends that the City Council adopt the attached resolution approving the award of the Airport Master Plan contract to Century West Engineering, Project No. 2022-10.

RESOLUTION NO. 2023 - 31

A Resolution approving the award of a Professional Services Contract to Century West Engineering Airport Master Plan Update, Project 2022 - 10.

RECITALS:

Whereas, On September 30, 2022, one proposal was received for the Airport Master Plan Update, Project 2022 – 10.

Whereas, Century West Engineering met all the RFP requirements and had the only responsive proposal; and

Whereas, The City has negotiated the type of services, work scope, project team, sub-consultants with Century West Engineering, and

Whereas, The estimate for the Airport Master Plan scope of work is \$506,000, and

Whereas, The Federal Aviation Administration and Oregon Department of Aviation provides Grant Funds reimbursing approximately 95% (\$480,000) of the project costs, and

Whereas, A current Airport Master Plan is a requirement to qualify to receive Federal Aviation Administration and Oregon Department of Aviation grant funding for Airport Improvement Program projects, and

Whereas, The first half of the project budget is included in the adopted FY 23 budget, and the second half will be included in the FY 24 budget for the Airport Capital Fund (25), Airport Master Plan Update. The project is expected to take 1½ - 2 years for completion.

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 Century West Engineering for the Airport Master Plan Update, in the amount of up to \$506,000 is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract with Century West Engineering.
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 **23rd day of May, 2023** by the following votes:

Ayes: _____

Nays: _____

Approved this 23rd day of May, 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

City of McMinnville Oregon

REQUEST FOR PROPOSALS AIRPORT MASTER PLAN

September 6, 2022

Address Proposals to:

City of McMinnville
Attn: Willy Williamson, Airport Administrator
230 NE Second Street
McMinnville, OR 97128

Proposals due: Friday, September 30, 2022, at 2:00 PM, Pacific Time
Proposals must be emailed to: willy.williamson@mcminnvilleoregon.gov.

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Attachment A

- Sample Professional Services Agreement A-1

Request for Proposals

The City of McMinnville, Oregon (the “City”) is requesting Proposals in order to select a qualified consultant to update the Airport Master Plan and Airport Layout Plan for the McMinnville Municipal Airport (MMV). Consultants with Airport Planning experience are invited to demonstrate their experience and qualifications in performing work directly related to the services required by responding to this **Request for Proposals (RFP)**. The anticipated negotiated fee for this Project may exceed \$100,000; therefore, Proposals will be evaluated in accordance with the qualifications based selection procedures of OAR 137-048-0220. This Project does involve federal and state funds.

I. Project Description

The City of McMinnville is seeking a consulting firm for an Airport Master Plan and Airport Layout Plan update. This project will be a Public Process

II. Scope of Work

The planning services include, but are not limited to the following: following is a list of potential tasks:

1. AGIS data collection and obstruction survey to identify FAR Part 77 imaginary surfaces. An additional sheet depicting Part 77 imaginary surfaces to facilitate Category II Precision Approaches with vertical guidance, or best possible approaches for all runways.
2. Airport Master Plan update including but not limited to:
 - a. Standard FAA requirements for Airport Master Planning
 - b. Delineation of Aeronautical and non-Aeronautical operating areas.
 - c. Explore the segregation of Fixed and Rotary wing airport facilities.
 - d. Review FAR Part 150 noise study for the airport environment.
 - e. Layout of commercial and non-commercial aeronautical buildings
 - f. Identify the plausibility of tiling open spaces for better drainage
3. Airport Layout Plan update to include but not limited to:
 - a. Standard FAA requirements for Airport Layout Plan
 - b. Identify Part 77 surfaces with current and possible future penetrations based on Category II Precision Approaches with vertical guidance.
 - c. Include 1 sheet that incorporates buried utility locations.
4. Environmental Review to include but not limited to:
 - a. Identification and location of protected or endangered species
 - i. Identify preventative measures to reduce the attraction of protected or endangered species.
 - b. Identify general wildlife concerns and mitigation.
5. Airport Sustainability
 - a. Provide methodology for financial sustainability for enterprise fund account
 - b. Identify possible aeronautical revenue sources
 - c. Develop a process to create pro-forma for income producing aeronautical improvements
6. Facilitate at least two public planning meetings.
7. Attend two City Council meetings to present the plan and answer questions.
8. Additional planning projects or work elements may be added after the original selection if the conditions outlined in AC 150/5100-14E are met.

The AGIS Project and ALP and Master Plan update services listed in this Request for Proposal (RFP) are anticipated to be funded in part by Federal Aviation Administration Airport Improvement Program (AIP) State, and Local funds. The selected consultant should also be capable of Airport Improvement Program (AIP) grant preparation and administration assistance, and should be knowledgeable and experienced with Airport Improvement Program requirements and regulations.

The AGIS Project must be compliant with FAA ACs 150/5300-16B "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey," AC 150/5300-17C "Standards for Using Remote Sensing Technologies in Airport Surveys," and AC 150/5300-18B "General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards Document Information" (or most current versions).

The ALP and Airport Master plan update must be compliant with AC 150/5070-6B Change 2 "Airport Master Plans" (or most current version) in the preparation of the Airport Master Plan update. The work may be accomplished during the course of multiple grants and all parties are advised that some of the services may not be required and that the City reserves the right to initiate additional procurement action for any of the services included in the initial procurement.

The Airport has a voluntary DBE goal of 4.3% on AIP projects.

III. Minimum Qualifications

To be considered for award of the contract for this Project, each Proposer shall demonstrate the following minimum criteria as part of their Proposal. The Proposer's project team shall include:

1. A State of Oregon Registered Professional Engineer.
 - a. Proposer's Registered Engineer shall demonstrate a minimum of five (5) years of experience providing the types of services described within the Scope of Work of this Request for Proposals for public agencies.
2. A State of Oregon Registered Surveyor. Surveyor may be subcontracted.
3. Prior experience developing Airport Master Plans for airports of similar size and category.
4. Technical ability to design airport layouts and share completed in DWG and PDF formats.
5. Experience with FAA grants and knowledge of other grant opportunities and data.

IV. Proposal Requirements

Proposers shall prepare and submit Proposals in accordance with the requirements stated within this RFP. Adherence to these requirements will ensure a fair and objective analysis of submitted Proposals. Proposals should provide a clear, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be placed on completeness, brevity, and clarity of content. Failure to comply with or complete any part of the RFP may result in rejection of the Proposal. The ability to follow these instructions demonstrates attention to detail.

Proposal Format

Proposals shall be submitted by email only. **Paper submittals will not be accepted.** Proposals shall be typewritten with a standard body text font (e.g. Times New Roman (preferred), Calibri, Garamond) of at least 12-point. One page is considered to be one side of a single 8½" x 11" sheet.

Proposals shall be organized in accordance with the listed Proposal contents and shall not exceed 15 total pages. Supporting Information, as defined below, shall be provided in a separate section at the end of the Proposal, and not counted in the page limit requirements. A front cover sheet and one-page table of contents are not counted in the page limit requirements.

Proposals exceeding the specified number of pages or text font size may be considered non-responsive and the Proposal may be rejected. Pages exceeding the maximum page limit may not be reviewed.

Introductory Letter

The introductory letter should address the consultant's willingness and commitment, if selected, to provide the services offered and a description of why the Proposer believes it should be selected.

The letter shall be addressed to the City's Project Manager, Willy Williamson, and include the name of the firm and any sub-consultants, as well as the name, title, telephone number, and email address of the officer authorized to represent the consultant in any correspondence, negotiations, and signing of any contract that may result. Include the address of the office that will be providing the service and the project manager's name, title, telephone number, and e-mail address. The Proposer's federal and state tax ID numbers and the state of incorporation, if applicable, shall also be included. The letter must be signed by the Proposer, if an individual, or by a legal representative of the Proposer's entity, authorized to bind the entity in contractual matters.

The letter of interest shall specifically stipulate the following statements:

"Proposer has received and examined, as part of the Proposal, Attachment A, Sample Professional Services Agreement. Proposer accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the Proposal."

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

"All materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become property of the City of McMinnville, without restriction or limitation of future use."

Project Understanding

Proposals shall demonstrate the consultant's understanding of the Project by providing a clear and concise description of the Project, discussion of the anticipated primary issues and milestones, based on the information provided in the RFP.

Project Approach

Proposals shall clearly define the tasks and activities necessary to meet the objectives outlined in the Scope of Work of the RFP. Each Proposer should demonstrate knowledge of the type of work requested, ability to solve the anticipated Project issues, and ability to offer innovative ideas. Proposer's ability to expeditiously complete the work should be made evident. The Proposal should include the following:

1. Describe overall approach to project management.
2. Describe approach to organize and accomplish each of the tasks and activities of this RFP, including addressing the anticipated primary issues and milestones.
3. Identify Proposer's specific team members and resources assigned to each task and activity of the RFP.
4. Describe Proposer's approach to complete the tasks and activities of this RFP in a timely manner and control costs.

5. Describe Proposer's approach to unanticipated issues that may arise during the Project.
6. Describe Proposer's quality assurance and quality control procedures to be implemented on this Project.
7. Describe Proposer's approach and abilities to interact and engage stakeholders.
8. Identify key points of input and review with City staff.

Proposer's Experience

Proposals shall include a brief work history of consultant's projects entailing the same type of work being requested. Emphasis should be placed on General Aviation Airport projects for public agencies where possible. The Proposal should include the following:

1. Describe the consultant's firm size, office locations, and relevant capabilities and resources to be utilized on this Project.
2. Describe consultant work experience that correspond with the Project needs, as identified in this RFP.
3. Provide at least three (3) examples of projects completed by Proposer for public agencies within the last five (5) years that best characterize Proposer's experience with the work being requested, work quality, and cost control, describing each by project name, type, location, and date.
 - Include the public agency name and the name, address, telephone number, and email of the current contact person for each project, where possible.
 - Identify what role, if any, each team member who is proposed for this City Project (see Project Team Experience, below) played in each listed project.

Project Team Experience

Proposals shall identify the team to be assigned to the Project by name, describing each member's qualifications and experience with completed projects relative to the requested services, including expertise regarding all tasks associated with the Scope of Work. Each Proposal should include the following:

1. Identify by name and title the project principal, project manager, and key staff to be assigned to this Project.
2. Describe education, training, qualifications, registrations, certification, and relevant individual work experience of all key personnel, to be assigned to this Project.
3. Identify the Project roles and responsibilities of all key personnel.
4. Describe any attributes or expertise of key personnel uniquely situated for the requested services.
5. Describe the extent of principal and project manager involvement.
6. Describe current and anticipated assignments and location of key personnel, including percentage of time devoted to other projects during performance of this Project.
7. Estimate the percentage of time key personnel will be devoted to this Project for the duration of the Project, based on a 40-hour work week.

Supporting Information

Supporting materials may include graphs, full resumes, other references, charts, sample documents, and photos. However, pertinent information should be covered in the body of the Proposal. Supporting Information will not count toward the page limit, but brevity is encouraged. If there is no additional information to present in the Supporting Information, then state: *"There is no additional information we wish to present."*

V. Proposal Submission

Proposals must be emailed to willy.williamson@mcminnvilleoregon.gov. Proposals must arrive to the email inbox on or before the listed time and date due. Late Proposals will be returned unopened and without review. Paper submittals will not be accepted.

VI. Proposal Evaluation and Selection

A Selection Review Committee of at least three members will be appointed to evaluate the Proposals received. Each committee member will independently evaluate each Proposal in accordance with the criteria stated in the Proposal Requirements section of this RFP.

At any point during the evaluation process, the City is permitted to seek clarification of any Proposal.

Written Evaluation

Based on their evaluation, each member of the Selection Review Committee will score each Proposal according to the following scoring criteria. Each member will rank, in descending order, each Proposal by total score.

EVALUATION CRITERIA

Selection Criteria	Weight
Consulting team's (including subconsultants) recent experience in airport projects comparable to the proposed task.	35%
Key personnel's professional qualifications and experience and availability for the proposed project; their reputation and professional integrity and competence; and their knowledge of FAA regulations, policies, and procedures.	20%
Capability to meet schedules or deadlines.	15%
Quality of projects previously undertaken and capability to complete projects without having cost escalations or overruns.	10%
Understanding of the project's potential challenges.	10%
Degree of interest shown in undertaking the project and their familiarity with and.	5%
On past planning projects, evidence documentation that the consultant met the DBE goal, or by documenting that it made adequate good faith efforts to meet the DBE goal. (see 49 CFR, § 26.53)	5%
Total	100%

In addition to the above weighted scoring criteria, feedback from provided references may also be considered and may be determinative in the selection process. References will not be scored but may be considered and may be a deciding factor.

Note: Do not include information regarding fees, hourly rates or other detail regarding costs of the proposed services or your proposal will be rejected.

Interview Evaluation

If determined to be necessary or desirable by the City, finalists from the written evaluation may be invited to participate in an additional interview evaluation process. The number of finalists will be determined by the Selection Review Committee. The interview evaluation process will provide an opportunity for Proposers to make a presentation to clarify their Proposal and for the Selection Review Committee to ask additional questions related to the Proposal and Scope of Work. The City will notify finalists of the interview evaluation time and location and allow for a reasonable period of time for finalists to prepare for the interview.

After the interviews, each member of the Selection Review Committee will re-evaluate and re-score each finalist interviewed according to the Evaluation Criteria. Each member will rank, in descending order, each interview by total score.

Successful Proposer Determination

The Proposer with the highest overall ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer. Depending on the number of Proposers and the point spread among Proposals, the Selection Review Committee may determine that an interview evaluation is needed to determine the Successful Proposer. Those Proposers selected for interviews will be based on the Proposals with the highest overall ranking.

If interviews are conducted, the Successful Proposer will be determined based on the adjusted post-interview score and ranking in accordance with the Evaluation Criteria. The Proposer with the highest overall adjusted ranking, as determined by the Selection Review Committee, shall be identified as the Successful Proposer.

The City reserves the right to perform additional investigations of any Proposer, including communication with licensing authorities, former clients and references, and other means as the City deems appropriate, and may reject any Proposal upon finding a record of Proposer's substandard workmanship.

The Selection Review Committee shall determine the final ranking of Proposers, and the Committee's decision is final. Upon determination of the Successful Proposer and performance of additional investigations, the City will issue a Notice of Intent to Award letter notifying all Proposers of the City's selection of a Successful Proposer and protest procedures.

The City reserves the right to negotiate a final contract that is in the best interest of the City. With regards to the Professional Services Agreement, the City will only negotiate those provisions that were noted as Exceptions in the Proposal. The City will attempt to reach a final agreement with the Successful Proposer. The City may, in its sole discretion, terminate negotiations and reject the Proposal in the event agreement cannot be reached. The City may then attempt to reach final agreement with the next highest ranked Proposer, and so on with the remaining Proposers, until an agreement is reached. In the alternative, the City may at any time elect to reject all Proposals and begin the RFP process over.

After the City has reached final agreement with the Proposer, the Selection Review Committee will make a recommendation to the McMinnville City Council, for contracts over \$100,000. The McMinnville City Council will then make the final contract award decision.

Award Protest

A Proposer believing to have been adversely affected or aggrieved by the selection of the Successful Proposer may submit a protest to the City in accordance with OAR 137-048-0240. The protest must be in writing and submitted to:

City of McMinnville
Attn: Willy Williamson
230 NE Second Street
McMinnville, OR 97128

OR

willy.williamson@mcminnvilleoregon.gov

Award protests shall include “Airport Master Plan – Award Protest” in the subject line or written on the front of the envelope. The written protest must be received by the City no later than seven (7) calendar days after the date the Notice of Intent to Award letter was issued. The protest should demonstrate that all higher ranked Proposers failed to meet the requirements of the RFP or are not qualified to perform the services described in the RFP. Protests received after the submittal deadline will not be considered.

No contract associated with the RFP will be awarded until any protests have been resolved. The City will evaluate and resolve all award protests submitted before the deadline within a reasonable time following receipt of the protest. The City will promptly issue a written decision on the protest to the Proposer who submitted the protest. If the City’s written decision on the protest results in a change to the RFP, the City shall cancel the Notice of Intent to Award, revise the RFP documents accordingly, and solicit for new Proposals. The City’s decision regarding the protest is final and concludes the administrative appeals process.

VII. Schedule

The following is the anticipated timeline for receiving and evaluating Proposals and awarding a contract to the most qualified firm or individual. This schedule is subject to change. All times are Pacific Time.

Advertise Request for Proposals	September 6, 2022
RFP Question Submission Deadline	Friday, September 16, at 2:00 PM
Addenda Issuance Deadline	Wednesday, September 21, at 2:00 PM
Proposals Due	Friday, September 30, at 2:00 PM
Evaluation of Proposals Complete	Friday, October 14, at 2:00 PM
Interviews Scheduled (<i>if required</i>)	Week of October 24
Notice of Intent to Award	Friday November 4
Award Protest Deadline	Friday November 11, at 5:00 PM
City Council Award	November 22, 7:00 p.m.
Notice of Award	November 23

VIII. Pre-Proposal Meeting

There will be no pre-submittal meeting or site visit scheduled for this RFP.

IX. Project Manager

The City's Project Manager shall be the sole point of contact for all questions, concerns, and protests. The Project Manager for this Project is:

Willy Williamson, PAB
Airport Administrator
971-387-1125
Willy.Williamson@mcminnvilleoregon.gov

X. RFP Questions

Proposers shall direct all questions regarding RFP documents by email to:
willy.williamson@mcminnvilleoregon.gov .

All questions shall include "Airport Master Plan – RFP Questions" in the subject line and submitted by the date listed above. **Only email questions will be accepted.** Questions and answers will be provided by email to all firms on the RFP holders list.

For the sake of fairness, Proposers are not to contact any City staff concerning this RFP. Contact with any City staff or official concerning this RFP will be grounds for disqualification.

Only answers to those questions responded to by the Project Manager via email or by written addendum may be relied upon.

XI. General RFP Information

Changes to the RFP Solicitation by Addenda

The City reserves the right to make changes to the RFP by written addendum, which shall be issued by email format only to all those who have obtained the RFP documents.

All addenda shall have the same binding effect as though contained in the main body of the RFP and Scope of Work.

No addenda will be issued later than the date listed above except by an addendum, if necessary, postponing the date for receipt of Proposals or withdrawing the RFP altogether.

Each Proposer is responsible for obtaining all addenda prior to submitting a Proposal and shall acknowledge in the Proposal receipt of each addendum as part of the Proposal. Failure to acknowledge receipt of all addenda as part of the Proposal may result in rejection of the Proposal.

Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which the Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law. If a Proposal contains any information that is considered a trade secret under ORS 192.501(2), each sheet of such information must be marked with the following legend:

"This data constitutes a trade secret and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFP not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense, if the Proposer wishes to deny or withhold the information.

Cancellation

The City reserves the right to cancel this RFP or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Paper submittals will not be accepted.

Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFP, the decision of the City shall be final and binding upon all parties.

Proposer Certifications

By the act of submitting a Proposal in response to this RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including the draft Professional Services Agreement (attached as Attachment A), all addenda, and all other attachments, fully understands the RFP intent, is able to perform all tasks as described in the Scope of Work of this RFP, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFP, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of Proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole

or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.

6. Proposer has examined all parts of the RFP, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.
8. Proposer has quality experience providing the types of services and duties as described within the Scope of Work of this RFP.

Proposer shall also certify Proposer's state of residence.

Nondiscrimination

By the act of submitting a Proposal in response to this RFP, the Proposer certifies, under penalty of perjury, that ***the Proposer has not discriminated, and will not discriminate, against minorities, women, emerging small business enterprises, or business enterprises that are owned or controlled by or that employ a disabled veteran in obtaining any required subcontracts.***

Competition

Prospective Proposers are encouraged to comment, either with their Proposals or at any other time, in writing, on any specification or requirement within this RFP which the Proposer believes will inordinately limit competition.

RFP Protests and Change Requests

A prospective Proposer may protest anything contained in the RFP documents and request a supporting change to any provision, specification, or contract term contained in the RFP documents by submitting a written request via email only to Willy Williamson at:

Willy.Williamson@mcminnvilleoregon.gov

All change requests shall include "Airport Master Plan – Change Request" in the subject line or written on the front of the envelope and must be received, in writing, by **2:00 p.m., Pacific Time, on September 30, 2022**. Each request for change must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the requested change and any proposed changes.

All protests shall include "Airport Master Plan – RFP Protest" in the subject line or written on the front of the envelope and be received, in writing, by **5:00 p.m., Pacific Time, on Friday, November 11**. Each protest must specify the provisions, specifications, or contract terms of the RFP in question and contain reasons for the protest.

The City will evaluate and resolve all protests and related change requests submitted before the listed time and date due within a reasonable time following receipt of the protest. The City will issue a written decision on the protest to the Proposer who submitted the protest. Changes that are accepted by the City shall be issued in the form of an addendum to the RFP.

Proposal Liability

Proposers responding to this RFP do so solely at their expense, and the City is not responsible for any Proposer expenses associated with the RFP. By proposing, Proposers agree that doing so is at their own risk and the City shall have no liability related thereto. Finalists invited to participate in interview

evaluations are responsible for scheduling and paying for their own travel arrangements. The City is not liable for any cost incurred by a Proposer in protesting any portion of the RFP documents or the City's selection decision.

City Requests for Clarification, Additional Research, and Revisions

The City reserves the right to obtain clarification of any portion of a Proposal or to obtain additional information necessary to properly evaluate a particular Proposal. Failure of a Proposer to timely respond to such a request for additional information or clarification may result in a finding that the Proposer is non-responsive and consequent rejection of the Proposal.

The City may obtain information from any legal source for clarification of any Proposal. The City need not inform the Proposer of any intent to perform additional research in this respect or of any information thereby received.

The City may perform, at its sole option, investigations of any Proposer. Information may include, but shall not necessarily be limited to, current litigation and contracting references. All such documents, if requested by the City, become part of the public record and may be disclosed accordingly.

The City reserves the right to request revisions of any Proposal after the date and time due and before award for the purpose of obtaining best and final offers.

Rejection of Proposals

The City reserves the right to reject any or all irregularities or omissions in Proposals submitted in response to this RFP to the extent it is determined to be in the best interest of the City to do so. Furthermore, the City reserves the right to reject any or all Proposals or portions thereof submitted in response to this RFP. Proposals may be rejected for one or more of the following reasons, including but not limited to:

1. Failure of the Proposer to adhere to one or more of the provisions established in the RFP.
2. Failure of the Proposer to submit a Proposal in the format specified herein.
3. Failure of the Proposer to submit a Proposal within the time requirements established herein.
4. Failure of the Proposer to adhere to ethical and professional standards before, during, or following the Proposal process.
5. Failure to provide information that is specifically requested in this RFP.

The City may reject any Proposal not in compliance with all prescribed public procurement procedures and requirements, and may reject for good cause any or all Proposals upon a finding by the City that it is in the public interest to do so.

Modification or Withdrawal of Proposal by Proposer

A Proposal may not be modified, withdrawn, or canceled by the Proposer following the time and date the Proposals are due. Proposals submitted early may be modified or withdrawn only by notice to the City, at the Proposal submittal location, prior to the time and date the Proposals are due. Such notice shall be submitted to the Project Manager, in writing, executed and signed by a duly authorized representative of the firm/individual submitting the Proposal. All such communication shall be so worded as not to reveal the contents of the original Proposal.

Withdrawn Proposals may be resubmitted prior to the time and date the Proposals are due, provided that they are then fully in conformance with the RFP.

Duration of Proposal

Proposal prices (if applicable), terms, and conditions shall be firm for a period of at least ninety (90) days from the time and date Proposals are due. Proposals shall not be subject to future price escalation or changes of terms during the ninety (90) day period.

Local and Federal Requirements

The City of McMinnville intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the Work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of McMinnville.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

The selected consultant is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of McMinnville's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

Attachment A

Sample Professional Services Agreement

CITY OF McMINNVILLE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the _____ Project (“Project”) 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 _____ a(n) _____ [state] _____ [corporation/limited liability company, etc.] (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the City requires 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 Work

Consultant shall diligently perform the _____ services according to the requirements [and deliverable dates] identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than _____, 20____, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

SELECT APPROPRIATE PARAGRAPH:

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, stamp, or initials of Consultant’s authorized Project

Manager. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant's authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant's Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant's Project Manager will provide such written documentation.

OR:

3.2. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant's authorized Project Manager.

3.3. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.4. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.5. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 4. Compensation

[SELECT APPROPRIATE LANGUAGE:]

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant **For fixed price:** the fixed price of _____ DOLLARS (\$_____) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

For fixed not-to-exceed amount: a not-to-exceed amount of _____ DOLLARS (\$_____) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

For time and materials: on a time and materials basis, guaranteed not to exceed _____ DOLLARS (\$_____), for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

For unit price:

a not-to-exceed unit price of _____ DOLLARS (\$_____) for performance of the Services (“Compensation Amount”). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant. **Consultant’s unit pricing is set forth in Exhibit B, attached hereto and incorporated by reference herein.**

[USE THIS PARAGRAPH IF THERE IS A RATE SHEET:]

4.2. During the course of Consultant’s performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant’s Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 19**.

[OR: USE THIS PARAGRAPH IF THERE IS NO RATE SHEET:]

4.3. During the course of Consultant’s performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 19**.

[SELECT APPROPRIATE PARAGRAPH:]

4.4. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, 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.

OR:

4.5. Payment will be made within thirty (30) days of completion of the Services. The Services shall be deemed completed when accepted by the City, in writing.

4.6. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, **permitting**, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.7. Consultant’s Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, **technology and/or software charges, licensing, trademark, and/or copyright costs**, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

[If Prevailing Wages Apply, Include:]

Section 5. Prevailing Wages

[OPTIONAL: remove italicized phrase if contract is known to be over \$50,000:]

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, ***[if the project costs should equal or exceed \$50,000,]*** not less than the current applicable state

prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2021, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. [OPTIONAL, remove if no federal funds]: *In addition, this contract is also covered by the federal Davis-Bacon Act (40 USC § 3141 et seq.). Therefore, Consultant and subcontractors shall pay workers or others performing Services contemplated by this Agreement the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries, in accordance with ORS 279C.* Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 6. City's Rights and Responsibilities

6.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

[INCLUDE THIS PARAGRAPH IF APPROPRIATE:]

6.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2021-22. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 17**.

Section 7. City's Project Manager

The City's Project Manager is _____. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 8. Consultant's Project Manager

Consultant's Project Manager is _____. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any

communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 9. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, 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.

[DELETE THIS SECTION IF NOT FOR ENGINEERING-TYPE SERVICES]

Section 10. 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 Project or Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

Section 11. Subcontractors and Assignments

[CHOOSE THIS PARAGRAPH IF SUBCONTRACTING IS NOT ALLOWED:]

11.1. 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, which approval may be granted or denied in the City's sole discretion.

[CHOOSE THIS PARAGRAPH IF SUBCONTRACTING WILL BE ALLOWED]

[DELETE FIRST ITALICIZED SENTENCE IF SUB ALREADY SELECTED]

[INCLUDE SECOND ITALICIZED SENTENCE IF NAME OF SUB KNOWN]

11.2. *Unless expressly authorized in **Exhibit A** or **Section 12** of this Agreement, 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, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. *The City hereby agrees that Consultant will contract with _____ to provide its _____ services, which is a critical part of this Agreement.* Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City

shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

11.3. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

11.4. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 12. Consultant Is Independent Contractor

12.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** 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.

[CHOOSE THIS PARAGRAPH IF SUBCONTRACTING IS NOT ALLOWED:]

12.2. No subcontracting or assignment of this Agreement is allowed.

**[OR: KEEP NEXT TWO PARAGRAPHS IF SUBCONTRACTING WILL BE ALLOWED:
[DELETE ITALICIZED LANGUAGE IF NO RATE SCHEDULE]**

12.3. Consultant **[may request/has requested]** that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. *For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit B**). Rate schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 19** of this Agreement.* In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

12.4. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 12** and meet the same insurance requirements of Consultant under this Agreement.

Section 13. Consultant Responsibilities

13.1. 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.

13.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including 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.

13.3. No person shall be discriminated against by Consultant [or any subcontractor] 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. [References to "subcontractor" mean a subcontractor at any tier.]

Section 14. Indemnity

[DELETE SECOND HALF OF LAST SENTENCE OF THIS PARAGRAPH IF THERE ARE NO SUBS]

14.1. 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 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. The review, approval, or acceptance by the City, its Project 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 14.2**. 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[, and to all of Consultant’s subcontractors, including their agents, employees, and suppliers].

14.2. 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 reputable 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.

[IF SUBCONTRACTING WILL BE ALLOWED, USE THIS ENTIRE SECTION:]

Section 15. Insurance

15.1. Insurance Requirements. Consultant shall 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 work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. 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 under this Agreement:

15.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, 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 Agreement 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**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

15.1.2. Professional Errors and Omissions 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. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

15.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have 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**.

15.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement 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.

15.1.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors 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.

15.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in 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. 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 required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

15.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement 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 during the term of this Agreement 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 any termination or change in insurance coverage, as provided above.

15.2. Primary Coverage. The 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.

[OR: IF SUBCONTRACTING IS NOT ALLOWED, USE THIS ENTIRE SECTION:]

Section 16. Insurance

16.1. Insurance Requirements. Consultant shall 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 work hereunder. The amount of insurance carried is in no way a limitation on Consultant’s liability hereunder. The policy or policies of insurance maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

16.1.1. Commercial General Liability Insurance. Consultant shall obtain, at Consultant’s expense, and keep in effect during the term of this Agreement, 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 Agreement 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**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

16.1.2. Professional Errors and Omissions 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. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

16.1.3. 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**.

16.1.4. Workers Compensation Insurance. Consultant and all employers providing work, labor, or materials under this Agreement 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.

16.1.5. 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.

16.1.6. Additional Insured and Termination Endorsements. 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. 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 required hereunder.

16.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement 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 during the term of this Agreement 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 any termination or change in insurance coverage, as provided above.

16.2. Primary Coverage. The 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.

Section 17. Early Termination; Default

17.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

17.1.1. By mutual written consent of the parties;

17.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

17.1.3. By Consultant, effective upon seven (7) days' prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

17.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, 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 Agreement. This Agreement 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 wishes to cure the default but 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 Agreement and seek remedies for the default, as provided above.

17.3. 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.

17.4. 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, referred to in **Section 21**, for which Consultant has received payment or the City has made payment.

Section 18. Suspension of Services

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. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. 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.

Section 19. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant

receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 20. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 21. Property of the City

[SELECT APPROPRIATE PARAGRAPH:]

21.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation. Upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

OR:

21.2. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, and inspection reports, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

21.3. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

Section 22. Notices

Any notice required or permitted under this Agreement 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, 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: _____
230 NE Second Street
McMinnville, OR 97128

To Consultant: _____
Attn: _____

Section 23. Miscellaneous Provisions

23.1. Integration. This Agreement, 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 Agreement shall control.

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

23.3. 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.

23.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the McMinnville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

23.5. 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.

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

23.7. 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 Agreement 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 Agreement, such 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.

23.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement 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.

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

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

23.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

23.12. 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 Agreement, the first day from which the designated period of time begins to run shall not be included.

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

23.14. Number, Gender and Captions. In construing this Agreement, 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 Agreement.

23.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. 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 Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

23.16. 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 Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

23.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement 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 Agreement, 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.

23.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

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

23.20. 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 Agreement.

CONSULTANT:

CITY:

CITY OF McMINNVILLE

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

, City Attorney

City of McMinnville, Oregon

i:\legal forms\procurement\psa consultant~long form (2022).docx

CITY OF MCMINNVILLE

AIRPORT MASTER PLAN UPDATE MCMINNVILLE MUNICIPAL AIRPORT



SEPTEMBER 30, 2022



September 30, 2022

City of McMinnville
Attn: Willy Williamson, Airport Administrator
230 NE Second Street
McMinnville, OR 97128

Via email: willy.williamson@mcminnvilleoregon.gov

RE: REQUEST FOR PROPOSALS AIRPORT MASTER PLAN



State of Incorporation: Oregon

Federal Tax ID: 93-0584951

Oregon Taxpayer ID: 089551-14

Dear Mr. Williamson and Selection Committee Members:

Century West Engineering Corporation (Century West) is pleased to respond to the City of McMinnville (City's) Request for Qualifications (RFQ). We appreciate the time you have taken to speak with us about the McMinnville Municipal Airport (Airport). Through our discussions with Airport staff and board members, we have a solid understanding of your upcoming needs. Our qualifications, experience, and resources are well suited to help you complete an Airport Master Plan (AMP) that defines your vision for the Airport over the next 20 years.

Locally based staff who are familiar with your Airport. Century West has offices in nearby Portland and Bend that are staffed with employees at all stages of their career who have experience at your Airport. Our involvement with the 2004 Airport Layout Plan Report; subsequent engineering projects; and the environmental assessment, design, and construction management for the recently completed runway extension project has given us the opportunity to become familiar with the Airport. Our in-depth understanding of the Airport and site constraints gained from our previous work will allow us to plan for new or emergent projects efficiently and to the high level of quality we have demonstrated on previous projects.

Excellent working relationship with the Federal Aviation Administration (FAA). We have cultivated strong partnerships with the FAA Seattle Airports District Office (ADO) by working directly with their staff on hundreds of projects. We work with Ben Mello (FAA Oregon Planner), Kate Key (FAA Project Manager), and Ilon Logan (FAA Environmental Protection Specialist) on a wide variety of AMP, environmental, and design projects. We understand the FAA's expectations and will advocate for your vision for the Airport and ensure that it is reflected in the AMP.

Team history of client responsiveness and satisfaction. Whether helping you understand FAA procedures, applying for state or federal funding, keeping track of all the paperwork and close out items, or simply returning your phone calls promptly, our team is known for responding quickly to client questions and issues. We will serve as an extension of your staff, assisting you with the details to help you meet your project goals and objectives for the Airport.

We have assembled an experienced team to complete your AMP Update. Our proposed teaming partners include: Archaeological Investigations Northwest, Inc (AINW), Aviation Management Consulting Group (AMCG), Environmental Science Associates (ESA), Magyar Land Survey, and Miller Creek Associates.

Samantha Peterson will serve as Century West's as Planning Project Manager and Bryan Condon, PE will serve as the Engineering Project Manager. Joe Roshak, PE, Century West's Principal-in-Charge, will engage the company in any contract that results. If you have any questions regarding the information we have presented, you may contact Samantha or Joe at the phone number and emails listed below.

Proposer has received and examined, as part of the Proposal, Attachment A, Sample Professional Services Agreement. Proposer accepts all terms and conditions contained in the Request for Proposal and the Professional Services Agreement, except as otherwise specifically noted as an Exception in the Proposal. The submitted Proposal is valid for a period of ninety (90) days from the time and date Proposals are due. All materials and documents acquired or produced by the consultant in conjunction with the resulting contract shall be delivered to and become property of the City of McMinnville, without restriction or limitation of future use.

Sincerely,

CENTURY WEST ENGINEERING CORPORATION

A handwritten signature in cursive script that reads "Samantha Peterson".

Samantha Peterson, ACE
Planning Project Manager
speterson@centurywest.com
503.933.2477

A handwritten signature in cursive script that reads "Joe Roshak".

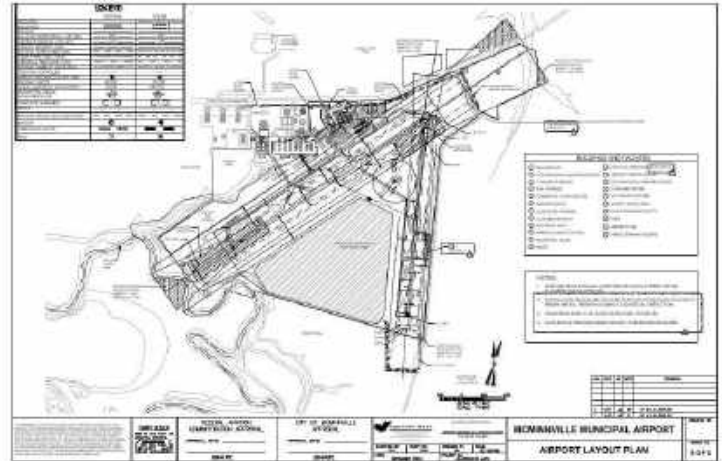
Joe Roshak, PE
Principal-in-Charge
jroshak@centurywest.com
541.322.8962

Project Understanding

The McMinnville Municipal Airport is located in the heart of the Willamette Valley. Its proximity to vineyards and support of regional businesses has fueled significant growth in business jet activity over the last 20 years. It has also seen a tremendous increase in flight training activity from local and area flight schools that benefit from the well-developed airport infrastructure and relatively lower traffic volumes compared to other airports in the vicinity. The Airport has completed many of the projects identified on the 2004 Airport Layout Plan (ALP) and also benefited from several FAA-funded projects to rehabilitate the main runway, parallel taxiway, parking aprons, and other existing facilities on the Airport.

Century West completed the 2004 ALP Report and has also served as the Airport consultant for the last two decades. The staff included in this proposal are the same individuals that completed that work and bring an in-depth understanding of the Airport’s history and current challenges to support the development of a new master plan to chart the course for the next 20 years.

Based on our historic understanding of the Airport and discussions with City and Airport staff; Airport Commission members; Airport stakeholders; Airport neighbors; the Oregon Department of Aviation (ODAV); and the FAA, we have developed the following summary of critical areas of study to be investigated during the AMP and desired outcomes to drive the planning process.



Airport Geographic Information System (AGIS). The FAA requires AGIS surveys be completed for all airports receiving Airport Improvement Program (AIP) funding in conjunction with AMP projects. AGIS surveys provide several benefits during the planning process including updated aerial imagery, runway and key airport facility data, and data to assess approach obstructions.

FAA Standards Review. In the years since the last ALP was developed, FAA has modified their design and planning standards several times. Recent development projects were designed to current standards at the time of design, but deviations from current standards or policies may exist. Current FAA policies and standards will be applied to the analysis of airport facilities to identify any changes that will need to be incorporated into future plans.

Significant Growth in Business Jet and Flight Training Activity. The significant increase in activity at the Airport will be analyzed and documented using available published data, review of fuel sales, interviews with known Airport users, and other available information. The intent is to document activity as a baseline for forecasting future growth and equating that to demand for new airport facilities that may need to be constructed. The review will also identify the critical aircraft (most demanding aircraft with at least 500 annual operations) that will be used to determine the appropriate FAA standards to be applied.

Helicopter Operations. The Airport has experienced significant growth in helicopter activity over the past 10 years primarily due to an increase in flight training

activity. Trimble Aviation, based on the Airport, offers flight training that generates a large portion of the activity. Other flight schools based at Hillsboro and Troutdale also contribute to the activity. The increase in activity will be examined in the AMP process to identify facility needs and explore the opportunity to physically separate fixed-wing and rotor aircraft to improve operational efficiency and accommodate future demand. Century West completed a similar analysis at the Bend Municipal Airport which also has significant helicopter activity.

Fly Friendly Program. Century West assisted the Airport with developing a Fly Friendly program to help identify noise-sensitive areas around the Airport and prepare a brochure for local and transient pilots to make them aware of areas to avoid, if feasible. The AMP will provide an opportunity to review the current program and suggest refinements. The AMP scope will include the development of noise contours that will also provide information to assist the City in addressing noise issues around the Airport.

New Hangar Development Areas. Current and future hangar demand will be analyzed in the AMP to identify the potential need and types of hangars that are anticipated over the next 20 years. Hangar development areas will be identified to provide a variety of hangar sizes and types and our engineering team will review the proposed locations to assess and understand the feasibility of development in each location, including environmental issues, grading and drainage, and aircraft and vehicle access.



- AREAS OF EMPHASIS**
- A** Conduct an AGIS survey to identify existing conditions at the Airport including approach obstructions
 - B** Designate aeronautical vs non-aeronautical land uses across the Airport
 - C** Analyze feasibility and identify hangar development areas across the Airport
 - D** Assess existing fuel facility
 - E** Examine helicopter operation activity and identify facility needs
 - F** Evaluate large aircraft parking positions
 - G** Evaluate Current FAA Standards for runways, taxiways, runway safety areas, runway protection zones, etc.

Terminal Area Fencing. Airport fencing is a common desire particularly at airports like McMinnville that are experiencing significant growth at the airport and in the community. As communities grow in closer proximity to an airport, security is often the primary concern to limit access to aircraft parking and also block access to the runway/taxiway system. Fencing will be evaluated with a focus on the terminal area. To the extent necessary, the existing wire fencing that surrounds the majority of the Airport will also be assessed.

Large Aircraft Parking Positions. The increase in business aviation may necessitate additional dedicated parking positions for large aircraft that do not use tie-downs. The AMP will provide the opportunity to evaluate the current parking aprons at the Airport and determine if changes are needed to efficiently accommodate the mix of aircraft that currently use the Airport.

Fuel Storage Expansion. The Airport currently provides 100LL and Jet A fuel with two tanks located in the main apron area. The potential need for an additional Jet A tank has been discussed. Fuel storage and the efficiency of dispensing fuel for smaller aircraft at the current location will be evaluated.

Streaked Horned Lark. McMinnville, like many of the airports in the Willamette Valley, is home to the streaked horned lark that is listed as “Threatened” under the Endangered Species Act. Our team understands the

challenges that result from having a listed species on the Airport when development projects are undertaken. We also understand that creating additional attractive habitat for the lark could be problematic. The impact of the lark’s presence on the airport will be considered in our planning and the development of project cost to account for impacts on project phasing.

FAA Compliance, Aeronautical/Non-Aeronautical Areas, Section 163. In recent years, the FAA compliance staff has reviewed airport conditions, policies, and practices and provided direction to the Airport on changes that are required. The majority of the work complying with this direction has been completed. The AMP was identified as the vehicle to address where aeronautical and non-aeronautical uses will be accommodated on the Airport. The planning team will work with the City to identify land needed to accommodate forecast aeronautical uses and additional land for aeronautical reserves beyond the 20-year planning period. We will also identify land that can potentially be released from FAA oversight for non-aeronautical use through the newly established Section 163 process.

Accommodating Aviation Related Businesses. In addition to evaluating locations for smaller aviation related businesses on the Airport, the planning team will assess the feasibility of providing larger development areas with runway/taxiway access that could support larger aviation related businesses.

Project Approach

Century West’s experience with similar projects in the region provides us with an understanding of the current FAA process to undertake a project of this nature. The following is intended to provide a concise project approach, including key tasks and processes.

FAA AIP Grant Application Preparation & Grant Administration

Upon selection of a consultant, a draft project scope of work, fee estimate, and FAA AIP grant application will be assembled. If selected, Century West will prepare these draft materials and use them as the basis for an internal kick-off meeting to discuss the areas of emphasis important to you and the FAA required scope elements. Based on your input, we will refine the draft scope and submit it to FAA Planner Ben Mello for review and approval. Once approved, we will complete the project fee estimate and update the grant application accordingly. We will then prepare the Independent Fee Estimate (IFE) documents (approved scope and blanked out fee worksheet) for you to coordinate with the IFE consultant to provide an independent review of our fee. With that step complete, we will finalize the FAA grant application for formal submittal to the FAA prior to the FAA’s April 1 deadline. We understand that City is interested in applying for an ODAV Critical Oregon Airport Relief (COAR) Grant to cover half of the City’s Local Match requirement for AIP grants. Our team will assist you by notifying you of when ODAV publishes the application and the application due date. As with the AIP grant application, Century West will prepare a draft and final version of the ODAV COAR application. With both the FAA and ODAV grants, Century West will take the lead on all grant reporting and administration item including all quarterly/annual reporting and grant closeout. Our team is adept at supporting our clients through this process to handle all of the grant administration details.

Approach to Developing AMP & ALP

The technical evaluation and processes required for an update to the City’s AMP and ALP are described in detail below. All work completed in pursuit of the AMP and ALP update will be consistent with FAA AC150/5300-13B - Airport Design and AC150/5070-6B Change 2 “Airport Master Plans.”

1 Airport Data Collection & Facility Inventories

Data collection and inventory will document existing airfield facilities and conditions affecting the operation and development of the Airport. The primary objective is to provide a current “snapshot” of existing conditions to support subsequent analyses in the AMP update. Additionally, the updated inventory will provide a benchmark of change that has occurred since the previous AMP was completed.

2 AGIS Survey

The FAA requires AGIS surveys be completed for all airports receiving AIP funding in conjunction with AMP projects. AGIS surveys provide several benefits during the planning process including updated aerial imagery, runway and key airport facility data, and data on possible approach obstructions. The City’s role in this task will be to coordinate with the Consultant to define any unique parameters for the AGIS obstruction survey, including identification and analysis of known built or natural items of concern. The City will review the AGIS work products as they are completed and provide comments or additional information, as needed.

3 Activity Forecasts & Demand Capacity Analyses

Per FAA guidelines, the AMP will include updated activity forecasts including based aircraft, annual aircraft operations, activity peaking, fleet mix, instrument approaches and operations, and distribution between local and itinerant operations. The current and future design aircraft will be identified through the forecast update. As part of the forecast update, a review of the Airport’s current based aircraft fleet will be performed in addition to identifying regular transient aircraft operators.

4 Facility Requirements

The facility requirements analysis will address the Airport’s ability to accommodate airside and landside facility needs. The selection of current and future design aircraft is directly connected to the forecasts of aviation activity described above. The forecasted demand is translated into specific facility requirements. The wide array of possible needs will be reviewed including future hangar and apron development areas, drainage and stormwater management, and an evaluation of future development options for general aviation business.

5 Summary of Environmental Analysis

The status of known environmental and cultural resource issues will need to be assessed during the initial stages of AMP data collection. This includes a high level screening of all relevant NEPA impact categories for wetlands, endangered species, and cultural resources. This information will be incorporated into subsequent facility requirements, alternatives, land use analyses, and used to identify environmental requirements that need to be addressed with each project included in the Capital Improvement Plan (CIP). Through our involvement with the last several improvement projects at the Airport, Century West has become well versed in the Airport's environmental and cultural resource related significant items including the documented presence of streaked horned lark, wetlands, and construction related coordination with the Confederated Tribes of Grande Ronde. We understand that the upcoming AMP should include specific discussion related to these items, which have been central areas of permitting agency interest for the last several environmental (NEPA) specific projects at the Airport.

6 Alternatives Analysis

Century West's aviation team is experienced in creating innovative, highly efficient, functional, and creative facility site configurations. Our team's knowledge of your airport site will ensure that development alternatives are realistic with accurate costs estimates.

7 Airport Layout & Terminal Area Plans

A new ALP drawing set will be created to reflect current conditions, master plan development recommendations, and all applicable FAA airport design standards. All of the major development proposed in the CIP will be shown on the ALP in schematic form. While participating in conversations with City staff and FAA over the last year, we learned that, following a 2019 FAA inspection of the Airport, FAA staff provided the City with a list of recommendations and corrective actions needed. All of those items have been addressed by the City except for a comment related to the current ALP's lack of aeronautical vs non-aeronautical land use designations around the Airport. We understand that this item is to be addressed as part of the upcoming ALP.

8 Compatible Land Use Planning

A land use planning drawing will need to be assembled as part of the AMP update. This drawing will support City land use planning efforts including comprehensive plan policies, zoning, and airport overlay zone definition. A new airport land use plan drawing will reflect existing land use and/or zoning on and in the vicinity of the Airport, per the requirements of FAA. All existing zoning and land use mapping will be obtained from the local jurisdictions for use in updating the drawing.

9 Prioritized Airport CIP & Cost Estimates

A 20-year CIP will be included in the AMP so as to summarize all development and major maintenance projects anticipated during the current planning period. The cost of each project will be listed with the amount of FAA and City participation defined based on current funding eligibility. The CIP will prioritize projects and provide an annual breakdown of short-term (year 1-5) projects then overall groupings of projects provided for the intermediate (year 6-10) and long-term (year 11-20) periods. In the past year, Century West has worked closely with City staff to identify development priorities for their 5-year CIP. We understand the need for an airport-wide pavement maintenance plan to address aging and deteriorated asphalt on nearly all runways, taxiways, and aprons at the Airport. In addition to the projects already incorporated in the Airport's 5 year CIP, we understand that pavement maintenance should be a prominent piece of the 20-year CIP.

10 Airport Financial Plan

In concert with the 20-year CIP, an airport financial plan will be prepared that analyzes airport maintenance and operation revenues and expenditures and develops short- and long-term operating strategies. Evaluating the remaining useful life for county-owned structures, pavement, and other facilities are key elements in defining strategies. The financial impact of deferred maintenance will be examined in detail with the goal of creating a realistic schedule for addressing these needs in terms of financial feasibility.

11 Agency Coordination

Project coordination with FAA, ODAV, and local jurisdictions (City and County) is a critical element in the success of any long-term planning process. Regular project status updates with ODAV and FAA will be needed to obtain critical feedback from those agencies in a timely manner.

12 Public Participation & Information Process

A well-conceived and executed public involvement process will be included in the AMP so as to engage a variety of regional stakeholders including the Airport Commission, Yamhill County, economic development interest, and airport users.

13 FAA Recycling & Solid Waster Review

Century West is experienced in evaluating airport recycling and solid waste programs as they are uniquely defined by the FAA. We established one of the first approved scopes to address this requirement in the Northwest region. We will go through an efficient review to comply with FAA requirements.

Team Members

The complimentary skill sets of our internal staff and selected subconsultants have historically resulted in thorough, thoughtful solutions to projects large and small. Our team has the demonstrated ability to effectively communicate and share workload on projects and will provide a right-sized team of expert staff to efficiently deliver on all phases of the AMP Update. The team shown in the organizational chart to the right is committed and available to support the City immediately upon award of the contract.

Approach to Complete Tasks in a Timely Manner

Our firm has an outstanding record when it comes to completing projects within original time frames and budgets. Our project management philosophies, procedures, tools, and attentive project managers are able to move projects forward and deliver results. Maintaining effective and consistent communication between the consultant and the client on a regular basis has proven to be the most reliable way to ensure work quality and avoid cost overruns. Century West implements a strong communication program (internally and externally) to assist in managing budgets.

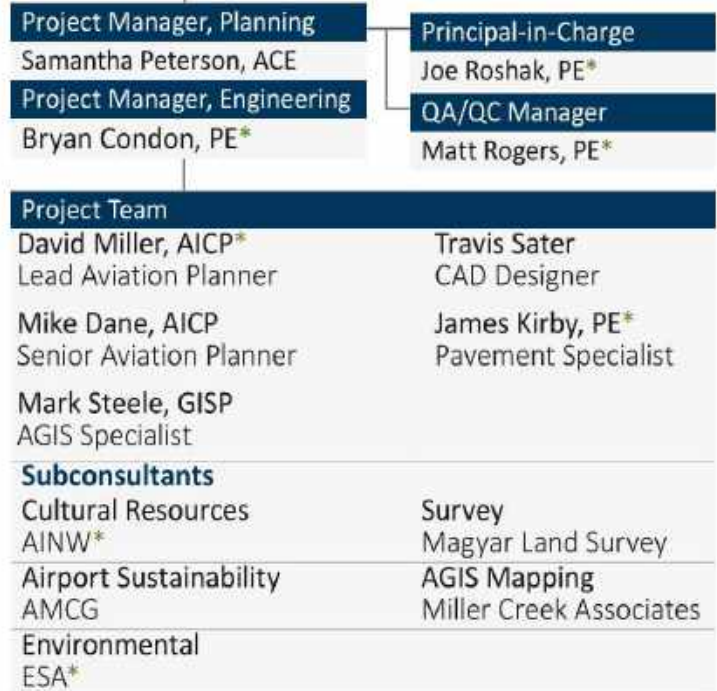
Because of our approach to project scope development, our experience with a wide variety of airport projects, and our management and communication programs, Century West has a very low incidence of budget changes. Our ability to deliver can be demonstrated in that our approach to other projects has yielded similar results. We encourage you to contact our references in this regard.

QA/QC Procedures

With respect to actual deliverables, Century West has developed a rigorous quality assurance program that we use daily. By implementing this program on Airport projects, we can balance quality, consistency, and responsiveness in our service and deliverables. We incorporate quality assurance and quality control (QA/QC) review into all deliverables, CAD drawings, design calculations, cost estimates, etc. Matt Rogers, PE, as QA/QC Manager, will be responsible for reviewing projects at key project milestones. Matt's vast range of project experience will allow Century West to provide thorough reviews of project deliverables to ensure that we uphold a high standard of quality, accuracy, and presentation.



Willy Williamson
Airport Administrator



*Experience at McMinnville Municipal Airport

HOW CENTURY WEST'S APPROACH WILL BENEFIT THE CITY OF MCMINNVILLE

- We communicate effectively with the City and the FAA to identify critical path decisions that may have schedule impacts.
- We will leverage our 20+ year history at the Airport to tailor your plan to meet your specific operational and growth needs.
- We have experience in a wide variety of planning issues and are adept at developing innovative solutions to meet your needs.
- We work closely with the FAA to facilitate timely reviews through the planning process to avoid delays.
- We eliminate grant budget overruns. FAA does not amend planning grants and we will deliver the project for the agreed upon budget.
- We advocate for your desired outcomes and work through FAA lines of business to provide the justification necessary to get FAA approval.

Approach to Engage Stakeholders

Public knowledge, understanding, and involvement in the planning process accomplishes several objectives including better planning concepts, stronger support, fewer criticisms, and smoother adoption of the plans. The goal of the public involvement process is to address citizens’ concerns while meeting the City’s overall objectives. The public processes facilitate productive communication between the City and the community that can make each project that much more successful.

Our public involvement process is very comprehensive. Each component of the process contributes to an understanding of the issues surrounding the project. Through our years of completing successful airport projects, we have used a variety of methods to facilitate community participation in the airport planning design and development process. The specific structure for the public information and community involvement programs for this project will be determined based on the preferences of the City. However, as a framework of options to consider, the following components may be appropriate.

Areas of Public Involvement

Planning Advisory Committee (PAC) Meetings. Century West will work with City staff to identify a PAC that may include local businesses, Airport users, local City and County planning representatives, local citizens, the Airport Commission, and others at your direction to collect input from a representative cross section of the community and Airport users. We generally recommend that PAC meetings be held publicly to allow non-PAC members to learn about the process for developing the AMP which helps them understand the why behind many City decisions.

Project Workshops/Open Houses. Public workshops or open houses may be held at key milestones during the project to provide information about the Airport or specific project issues. Rather than using a formal public hearing format, these meetings would be informal,

emphasizing one-on-one communication with the interested public. This format ensures we hear individual stakeholder concerns and can more effectively address them during project development. These meetings provide an opportunity for Century West, City staff, and other stakeholders to interact directly with the local community and discuss project issues.

City Council and Other Elected Officials. We understand that communication with your elected officials, staff, project stakeholders, and citizens is the first key to successful projects. In every stage of the project, we coordinate closely with you to determine the project needs and key issues that need to be addressed. Our Lead Planner, David Miller, has 20 years of experience leading and participating in local government public processes as both a city planning commissioner and council member. We are able to convey technical information in easily understood terms and graphics to a wide variety of project stakeholders.

Identify Key Points of Input and Review with City Staff

As the Planning Project Manager, Samantha Peterson is responsible for project delivery, client coordination, internal project management, and team coordination. Samantha, along with any of our key team members, will be available to meet with you at any time to discuss issues or concerns. Meeting with our team on a regular basis will benefit you by eliminating misunderstandings that can occur solely by relying on phone calls, email, and letters. Our commitment to serving you as a consistent resource includes attendance at meetings and presentations with City staff, attendance at public meetings and presentations, informal meetings with you to scope projects, assisting you with grant applications, or assisting with other tasks at your direction.

At the center of our project approach success is communication. Our thorough communication approach consist of the following, at a minimum:

1. INITIAL MEETING WITH CITY STAFF	2. ASSIGN TEAM RESPONSIBILITIES	3. HOLD ROUTINE COORDINATION CALLS	4. MONTHLY STATUS REPORTING	5. ATTEND STATUS MEETINGS & CITY MEETINGS
Schedule initial meeting with City staff and other stakeholders to thoroughly scope project details, expectations, constraints, and FAA requirements.	Identify and assign clear responsibilities to Century West internal team members, subconsultants, City staff, and/or other stakeholders.	Schedule and hold biweekly project coordination calls with Century West staff, City staff, FAA, and ODAV.	Assess and update a monthly status report (or more frequently as necessary) to identify current schedule and status of project elements, decisions, pending action items for the Airport, and/or other stakeholders.	Conduct regular team meetings to discuss project status, address issues, and develop action items for the next work period. Participate in City meetings to stay apprised of airport needs and other critical timelines.

Experience in Working with State and FAA Regulations and Procedures

Working with the FAA Seattle ADO

By specializing in airport consulting, Century West is continuously involved in project coordination with FAA, which provides great benefit to our clients. Nearly every airport project we complete requires close coordination with FAA staff in the Seattle ADO. Our staff has worked directly with FAA staff over many years, and we understand the FAA's expectations in completing airport projects and are able to anticipate potential concerns and address them before problems can occur. We regularly participate in industry review of draft airport advisory circulars prior to publication. Our team closely follows changes in FAA standards and requirements that affect our clients and projects. All of this experience makes us an effective liaison between our clients and FAA staff.

As you may know, the FAA has seen significant staff turnover over the last four years. This has resulted in project delays, extended FAA review periods, and changes in course based on shifting FAA priorities. We understand that these conditions make project delivery challenging. Our team takes a proactive approach with the Seattle ADO to make sure your project objectives are realized. This includes biweekly conference calls with FAA staff, scheduled meetings at the FAA Seattle offices at key milestones, and quick response to FAA comments to keep the project moving forward. We are focused on advocating for your objectives with the FAA and will proactively do so on an ongoing basis.

FAA Environmental Requirements

Century West has extensive experience with NEPA environmental requirements and FAA orders 1050.1F and 5050.4B, in addition to state and other local environmental permitting processes. As the emphasis on the environmental review of projects increases and programs dictate multi-year FAA reviews, this expertise and experience is vital to your projects moving forward.

We are intimately familiar with the guidance that the FAA employs for NEPA and are experienced working within FAA protocols for project execution and documentation from planning through the final delivery process including construction. Our combined expertise helps to streamline the review process through thorough field assessments, clear and concise technical reports, effective graphics, and focused, constructive discussions to address agency questions and concerns.

FAA AIP Grant Funding Experience

All of our aviation projects involve FAA and/or state funding, and we are thoroughly familiar with all technical requirements for state/federal grant processes. Beyond technical knowledge, we have developed a level of trust with these agencies based on years of providing consistently high quality products while representing the interests of our airport clients. This has resulted in efficient projects and well-coordinated, sustainable success in funding airport improvement projects.

Century West is familiar with FAA financial programs, including the AIP Non-Primary Entitlements (NPE), Discretionary, and State Apportionment funding sources. We routinely assist our clients with FAA grant applications, project reimbursement forms, Delphi submissions, Disadvantaged Business Enterprise (DBE) program management, design reports, construction reports, and project closeout documentation. With regard to state requirements, we have extensive experience with ODAV and Oregon Department of Transportation (ODOT) grant programs to supplement FAA funding.

We coordinate and perform all FAA administration for the Airport as necessary (and as desired). As part of the National Plan of Integrated Airport Systems (NPIAS) and receiving FAA grant funding, the Airport is responsible to adhere to various grant assurance and FAA administration requirements. Keeping up with the ongoing FAA-related grant administration requirements and project-specific processes can be cumbersome and require extensive time and effort. Century West routinely provides these services for our aviation clients.

Century West's FAA Administration Experience

- Grant application/management
- Annual CIP project list development
- Joint Planning Committee meetings
- DBE goal development/reporting
- Quarterly/annual reporting
- Environmental documentation reporting
- Section 163 reviews
- FAA Project Data Sheets for all CIP projects

Proposer's Experience

General Firm Qualifications

Century West specializes in two primary areas of practice: aviation and municipal planning, engineering, and environmental consulting services. **Of our 75+ staff, 35 are actively working on aviation projects at any given time.** That said, most of our staff work on a mix of aviation and municipal projects, which gives them a broad understanding of both landside and airside design challenges facing our airport clients. Our regionally located offices are staffed with excellent resources including senior staff with extensive experience in airfield planning, operations, environmental, and engineering. Our proven track record of completing airport projects on-time and within budget is a result of our excellent working relationship with the FAA and our ability to advocate with confidence on behalf of our clients

The Century West airport planning staff brings an in-depth understanding of airports across the state that is unmatched by any other consultant. Samantha Peterson, Bryan Condon, and Joe Roshak will be available to meet with you at any time to discuss issues or concerns.



Minimum Qualifications

- 1. A State of Oregon Registered Professional Engineer.** As shown in the staff summary table on Page 12, the Century West team will have three Oregon-licensed engineers—Joe Roshak, PE as Principal-in-Charge; Bryan Condon, PE as the Engineering Project Manager; and Matt Rogers, PE as the QA/QC Manager—in responsible charge of work completed for this project. Each have held their licenses for 12+ years. Over our firm's 50+ year history, nearly all our work has been completed for public agencies. We currently hold contracts with approximately half of the publicly managed airports in Oregon.
- 2. A State of Oregon Registered Surveyor.** Michael Magyar, PLS will be our Oregon-licensed surveyor for this project. His qualifications are provided on Page 15.
- 3. Prior experience developing Airport Master Plans for airports of similar size and category.** Century West's firm experience providing AMP and other airport planning services to similar airports is included on Pages 10 and 11 of this proposal. Individual team member experience for both in-house staff and subconsultants is provided on Pages 12-15.
- 4. Technical ability to design airport layouts and share completed in DWG and PDF formats.** Century West equips our staff with current, compatible software systems and uses these tools to seamlessly integrate processes and projects across all our offices and with our clients. We maintain the most current versions of MS Office Suite, CAD Applications, ArcGIS, Adobe Creative Suite, and more to ensure we can share deliverables in appropriate formats. Our team includes Travis Sater, an in-house CAD Designer with 26+ years of experience in CAD who is our go-to resource for preparing ALP drawings.
- 5. Experience with FAA grants and knowledge of other grant opportunities and data.** Century West has helped Oregon airports obtain and administer more than \$30M in FAA and COAR grant funding in the last five years. A summary of Century West's experience managing FAA and state grants is provided on Page 8.

Work Experience

Madras Municipal Airport, Airport Master Plan | Madras, Oregon

Century West was selected to update the AMP for this large general aviation airport in Central Oregon. The AMP addressed several significant operational and development issues that occurred since our previous AMP update in 2010. These include a newly established aerial tanker base with a fleet of transport category jet and propeller aircraft; a new antique aircraft museum with 30+ flyable aircraft; a significant increase in regional flight training activity; substantial, ongoing private investment in non-aeronautical facilities on airport property; and annexation of the airport into the Madras city limits.

Century West has completed airport planning and airfield design work at Madras Municipal Airport for more than 20 years and currently serves as the Airport Engineer for the City of Madras. Our extensive planning and design work history mirrors major on-site developments, significant levels of FAA and State of Oregon funding, and substantial private investment at the Airport.

Century West has assisted the City of Madras with successful Connect Oregon and COAR grants that have significantly upgraded airport facilities. We are currently in design of a new helicopter operations area facility designed to accommodate heavy-lift helicopters used in seasonal wildfire response. Century West assisted in the development and FAA approval of an alternate (turf) landing area on the airfield through the preparation of FAA Form 7480.



Key Staff: Matt Rogers, Joe Roshak, David Miller, Mark Steele, Samantha Peterson

Project Dates: 2019–2022

Reference: Gus Burrell, City Administrator, 541.475.2622, gburrell@cityofmadras.us

Brookings Airport, Airport Master Plan | Brookings, Oregon

The last ALP Report for Brookings Airport was completed in 2003. In July 2018, the Airport was transferred from Curry County to City of Brookings ownership. The City of Brookings, in consultation with the FAA, identified the need to develop a new AMP that would reflect the community vision for the Airport and provide a document to guide the community and Airport into the future. Century West worked closely with the City of Brookings and the community to address the issues and opportunities for airfield facilities identified to date in the ongoing master plan, which includes a potential Airplane Design Group (ADG) code change from ADG I to ADG II, runway extension evaluation, incompatible land uses in the runway protection zone, aircraft cargo operations area, hangar development needs, instrument approach procedures development, and the expansion of public utilities to Airport facilities.

Key Staff: Matt Rogers, Mike Dane, Mark Steele **Project Dates:** 2018–2021

Reference: Jay Trost, Public Works Director, 541.469.1101, jtrost@brookings.or.us

Bend Municipal Airport, Airport Master Plan | Bend, Oregon

As the long-standing planning and engineering firm of record for the Bend Municipal Airport, Century West worked with the City of Bend to complete the latest AMP Update. Over the last 20 years, both Bend and Deschutes County have experienced significant growth in population, growing much faster than Oregon's statewide rate of growth. The number of locally-based aircraft and aircraft operations (takeoffs and landings) has also increased substantially during this period. As many of the previous AMP recommendations had been implemented in response to this growing demand, the need existed to update the long-range plan for the airport and reevaluate several concepts presented in the previous master planning effort, including a 1000-foot runway extension.

In addition to addressing changing local conditions and updated FAA standards, the planning team had to consider current aviation industry trends within the local context of the quickly growing Bend/Deschutes County communities. Key project issues identified at the outset of the plan under evaluation include an Air Traffic Control Tower (ATCT) and a second parallel runway to address capacity concerns, long-range land use highest and best use analysis, primary runway extension, and west side terminal area access improvements.



Key Staff: Matt Rogers, Mike Dane, Mark Steele

Project Dates: 2018–2021

Reference: Tracy Williams, Airport Manager, 541.693.2168, trwilliams@bendoregon.gov

Ashland Municipal Airport, Airport Master Plan | Ashland, Oregon

Century West was selected in 2017 to provide an update of the 2005 AMP for Ashland Municipal Airport, which was also previously prepared by Century West. Ashland accommodates a unique mix of air traffic that includes small general aviation aircraft, turboprops, aerial applicators, air cargo/express, helicopters, and medevac aircraft. The Airport Commission identified the development of new hangars and hangar sites, a future fixed-base operator (FBO) expansion, and additional tie-down apron as critical needs to address pent up demand at the airport as key elements of the study. The plan also addressed stormwater management required when new improvements are constructed. The project also included an AGIS survey that provided data on obstructions to the runway Part 77 surfaces including approaches and transitional surfaces.



Key Staff: Matt Rogers, Mike Dane, David Miller, Mark Steele | **Project Dates:** 2017–2020

Reference: Scott Fluery, Interim Public Works Director, 541.552.2412, fleury@ashland.or.us

Mulino State Airport, Airport Master Plan and On-Call | Mulino, Oregon

Century West completed the AMP and ALP drawing set and is currently working with ODAV to develop projects identified in the plan under our Engineering Services On-Call contract. This includes the recently completed environmental assessment and the current obstruction removal project. This project will remove trees growing adjacent to the Mollala River that continue to require attention and put aviation easements in place to allow ODAV to easily address this ongoing, long-term problem. Once the design phase is complete, Century West will assist ODAV during construction. We are also completing the design of upgrades to the existing water supply system that were identified during the master planning process. Two places along the length of the main water supply loop serving the airport are undersized and will receive upgrades. This project will allow the fire marshal to lift the moratorium on new hangar construction at the airport due to inadequate water service for fire protection. Upgrading these sections will increase available pressures and supply volumes that will support future growth on the airport. As new hangar construction is made possible, Century West will assist ODAV through the FAA Pen and Ink review process to facilitate new development on the airport. The Pen and Ink process includes project concept review to ensure conformance with the approved ALP, environmental review, and a 7460/airspace review.



Key Staff: Matt Rogers, David Miller, James Kirby

Project Dates: AMP – 2017-2019

Reference: Heather Peck, Planning & Programs Manager, 503.378.3168, heather.peck@odav.oregon.gov

Pierce County/Thun Field, Noise Contour Modeling | Puyallup, Washington

As part of an EA project, Century West assisted Pierce County with completion of a noise analysis at Thun Field resulting in noise contours at the Airport. The noise analysis identified and depicted the noise impact of the projected aeronautical activity on the airport and included an identification of noise sensitive land uses. The findings of the assessment were summarized for the County in a memorandum, which FAA and the County accepted.

Key Staff: Samantha Peterson, Mark Steele, Bryan Condon

Project Dates: 2022

Reference: Nick Lascina, Management Analyst, 253.798.6355, nick.lacsina@piercecountywa.gov

Project Team Experience

Personnel & Role	Unique Qualifications	Relevant Experience
<p>Samantha Peterson, ACE Project Manager, Planning</p> <p>Certifications: FAA Licensed Pilot; Airport Certified Employee (ACE)</p>	<ul style="list-style-type: none"> Licensed pilot with 11 years of experience specializing in airport operations and management with a thorough understanding of FAA compliance As an airport planner, she has worked on a multitude of AMP and ALP updates Assists clients with state and federal grant applications as well as updating DBE plans and goal setting 	<ul style="list-style-type: none"> Hermiston Municipal Airport, AMP & ALP Update; Hermiston, OR Eastern Oregon Regional Airport, AMP & ALP Update; Pendleton, OR Ephrata Municipal Airport, AMP & ALP Update; Ephrata, WA Yakima Air Terminal-McAllister Field, ALP Update; Yakima, WA Joseph State Airport, AMP; Joseph, OR
<p>Bryan Condon, PE Project Manager, Engineering</p> <p>Professional Engineer: Oregon (#83636PE), 2010</p>	<ul style="list-style-type: none"> Civil engineer with 15 years of experience in design and construction management for airport projects Adept at providing environmental assessment, categorical exclusions (documented and undocumented), permitting, and CIP estimates Experience working with FAA Seattle ADO Strong design skills (plans, specifications, and estimates) 	<ul style="list-style-type: none"> McMinnville Municipal Airport, Runway Reconstruction & Taxiway Construction; McMinnville, OR Kittitas County – Bowers Field, EA and Advanced Design; Ellensburg, WA Pearson Field Airport, EA; Vancouver, WA Bowerman Field, EA; Ocean Shores, WA Prineville-Crook County Airport, Hangar Taxiway and Utilities Construction; Prineville, OR
<p>Joe Roshak, PE Principal-in-Charge</p> <p>Professional Engineer: Oregon (#16693PE), 1993</p>	<ul style="list-style-type: none"> Century West's President with 33 years of aviation experience Proactive management style and is highly regarded among his clients for his ability to deliver projects on time and on budget Outstanding reputation for honesty and integrity that makes him an effective negotiator and problem solver when dealing with contracts and resolving project conflicts 	<ul style="list-style-type: none"> McMinnville Municipal Airport, Runway 4-22 Rehabilitation; McMinnville, OR Chiloquin State Airport, Runway 17- 35 Reconstruction; Chiloquin, OR Redmond Airport, Runway 4-22 Rehabilitation; Redmond, OR Prineville Airport, Runway 10-28 Reconstruction & Widening; Prineville, OR Joseph State Airport, Fuel Apron Construction Project; Joseph, OR
<p>Matt Rogers, PE QA/QC Manager</p> <p>Professional Engineer: Oregon (#54761PE), 2001</p>	<ul style="list-style-type: none"> Works closely as Project Manager with our entire airport planning group to ensure that all phases of the project are efficiently coordinated Vice President responsible for overseeing Century West's aviation planning, engineering, and technical staff Adept at developing project work plans that encompass the range of issues airports encounter as they navigate FAA requirements and funding 	<ul style="list-style-type: none"> Hermiston Municipal Airport, AMP & ALP Update; Hermiston, OR Eastern Oregon Regional Airport, AMP & ALP Update; Pendleton, OR Madras Municipal Airport, AMP & ALP; Madras, OR Bend Municipal Airport AMP & ALP Update; Bend, OR ODAV, Oregon Aviation Plan Update; Statewide, OR
<p>David Miller, AICP Lead Airport Planner</p> <p>Certifications: American Institute of Certified Planners (AICP); FAA Licensed Pilot</p>	<ul style="list-style-type: none"> 30+ years of aviation consulting experience, including the past 24 years as Century West's lead airport planner Technical lead for all projects involving airport planning Routinely evaluates our firm's airport designs for consistency with FAA planning standards 	<ul style="list-style-type: none"> McMinnville Municipal Airport, AMP; McMinnville, OR Bend Municipal Airport AMP & ALP Update; Bend, OR Eastern Oregon Regional Airport, AMP & ALP Update; Pendleton, OR Joseph State Airport, AMP; Joseph, OR ODA, Multiple ALP & AMP Projects; Statewide, OR

Personnel & Role	Unique Qualifications	Relevant Experience
Mike Dane, AICP Senior Airport Planner Certifications: American Institute of Certified Planners; FAA Licensed Pilot	<ul style="list-style-type: none"> 17 years of experience as a community planner with a diverse skill set in aviation and urban planning Provides the knowledge and experience to facilitate a collaborative planning and development process generating ideas, examining solutions, and building consensus throughout a project's life-cycle 	<ul style="list-style-type: none"> ODA, Oregon Aviation Plan Update; Statewide, OR ODA, Aurora State Airport Constrained Operations Runway Justification Study; Aurora, OR Bend Municipal Airport, AMP & ALP Update; Bend, OR Ashland Municipal Airport, AMP & ALP Update; Ashland, OR
Mark Steele, GISP GIS Specialist Certifications: Geographic Information Systems Professional	<ul style="list-style-type: none"> 15 years of experience providing GIS and planning services for clients across the private, public, and military fields Works extensively with FAA Airport GIS surveys, AMPs and ALPs, as well as Airport Airspace Analyses 	<ul style="list-style-type: none"> Bend Municipal Airport, AGIS; Bend, OR Joseph State Airport, AGIS; Joseph, OR Independence State Airport, AMP; Independence, OR Hillsboro Airport, AMP; Hillsboro, OR AGIS Project Data Development & Submissions; Various Airports in OR & WA Brookings Airport, Instrument Approach Procedure Coordination; Brookings, OR
James Kirby, PE Pavement Specialist Professional Engineer: Oregon (#65566PE), 2006	<ul style="list-style-type: none"> 17 years of experience as a community planner with a diverse skill set in aviation and urban planning Provides the knowledge and experience to facilitate a collaborative planning and development process generating ideas, examining solutions, and building consensus throughout a project's life-cycle 	<ul style="list-style-type: none"> ODA, Oregon Aviation Plan Update; Statewide, OR ODA, Aurora State Airport Constrained Operations Runway Justification Study; Aurora, OR Bend Municipal Airport, AMP & ALP Update; Bend, OR Ashland Municipal Airport, AMP & ALP Update; Ashland, OR
Travis Sater CAD Designer	<ul style="list-style-type: none"> 26 years of experience producing and designing complete plans for airport, roadway, and site design projects, as well as an inspector Proficient in the use of AutoCAD Civil 3D, MicroStation, and InRoads 	<ul style="list-style-type: none"> ODA, Aurora Taxiway Reconstruction; Aurora, OR ODA, Pavement Maintenance Program; Statewide, OR Grays Harbor County, Ocean Beach Road Realignment; Grays Harbor County, WA Ephrata Municipal Airport, AMP; Ephrata, WA

Team Member	Availability	% of time to this project	Ongoing Projects
Samantha Peterson, ACE PM, Planning	60%	40%	Sunnyside ALP, Quillayute AMP, Aurora AMP
Bryan Condon, PE PM, Engineering	40%	15%	Richland Airport Electrical Replacement, Pierce County Thun Field EA, Bowers Field Wetland Mitigation Project
Joe Roshak, PE PIC	40%	10%	PDX On-call and McMinnville On-call
Matt Rogers, PE QA/QC Manager	30%	30%	Aurora AMP, Troutdale Pavement Rehab, South Lewis County Airport ALP
David Miller, AICP Lead Aviation Planner	50%	40%	Sunnyside ALP, Quillayute AMP, Aurora AMP
Mike Dane, AICP Sr. Aviation Planner	50%	30%	Wayne Wonderland AMP, Martin Field AMP, Aurora AMP
Mark Steele, GIS GIS Specialist	50%	50%	Sunnyside ALP, Quillayute AMP, Aurora AMP
James Kirby, PE Pavement Specialist	30%	10%	ODAV PMP Design Services, Aurora Runway Rehab
Travis Sater CAD Designer	60%	40%	ODAV PMP Design Services, Siletz Bay Runway & Electrical Rehab

Archaeological Investigations Northwest, Inc. WBE | Cultural Resources



Archaeological Investigations Northwest, Inc. (AINW) is a full-service cultural resource management firm. For over 33 years, AINW has provided historical and archaeological services to public and private clients throughout the Pacific Northwest. AINW works with clients to develop project-specific strategies for cultural resource identification and reporting that are efficient and will comply with Section 106 of the National Historic Preservation Act, NEPA, Section 4(f) of the Department of Transportation Act, and State laws and regulations. AINW's staff has extensive experience in working with and producing documentation for the FAA, ODOT, and the Oregon State Historic Preservation Office (SHPO). AINW has conducted two projects at the McMinnville Municipal Airport, both with Century West.

Consulting Experience

- McMinnville Municipal Airport, Cultural Resource Survey; McMinnville, OR
- McMinnville Municipal Airport, Archaeological Survey Of The Apron Reconstruction Project, McMinnville, OR
- 30 cultural resource studies of airport projects in Oregon and Washington, many with Century West Engineering Corporation.

AMCG | Financial & Business Planning



Aviation Management Consulting Group (AMCG) has been promoting aviation management excellence through the provision of trusted consulting services, support, and resources for over 24 years. AMCG's clients consist of airports, aviation businesses, agencies, associations, and other industry stakeholders (e.g., aircraft owners and/or operators; airport property lessees and/or developers; industry vendors; financial institutions; law firms; architectural, engineering, and planning firms; etc.). Their team is intimately familiar with the FAA Airport Sponsor Assurances as well as key federal and state laws, regulations, policies, orders, and guidance pertaining to the planning, development, operation, management, and funding of airports and aviation businesses.

Consulting Experience

- Kittitas County Airport, Strategic Airport Business Plan; Ellensburg, WA
- Colorado Division of Aeronautics, Airport Sustainability Plan Template Development; Statewide, CO
- Madras Municipal Airport, FBO Study; Madras, OR
- Truckee Tahoe Airport, Revenue/Cost Allocation Studies, Hangar Development Market Research, and Proforma; Truckee, CA
- Taos Airport, Hangar Development Market Research and Proforma; Taos, NM

Environmental Science Associates | Environmental



Century West has been working with Environmental Science Associates, Inc. (ESA) for more than 15 years. ESA distinguishes itself from other environmental firms through the establishment of an Airports Group—a dedicated aviation consulting practice within ESA that serves airports nationwide. ESA's services encompass NEPA, land use planning, noise analysis, air quality modeling, greenhouse gas inventories, sustainability assessments, permitting, environmental/construction monitoring, cultural resources, restoration, and public involvement. In preparing NEPA documentation, ESA works closely with FAA staff to ensure that the NEPA documentation is in compliance with all applicable laws and regulations, including FAA's internal guidance (FAA Orders 5050.4B, 1050.1F, and the 1050.1F Desk Reference) and applicable Advisory Circulars (ACs).

Consulting Experience

- McMinnville Municipal Airport, Streaked Horn Lark Surveys; McMinnville, OR
- McMinnville Municipal Airport, Runway 4-22 Rehabilitation Environmental Assessment; McMinnville, OR
- McMinnville Municipal Airport, Apron Rehabilitation, McMinnville; OR
- Albany Airport Master, Plan Update; Albany, OR
- Salem Airport, Environmental Services; Salem, OR



Miller Creek Associates (MCA), based in Seatac, Washington, provides comprehensive aerial mapping services overseen by an ASPRS certified photogrammetrist. Their services include aerial imagery acquisition, analytical aero-triangulation, stereo map compilation, digital orthoimagery processing, land use/land cover interpretation, and topographic mapping services using aerial imagery and lidar technology. The MCA staff have extensive experience in airport-related projects, including projects meeting the FAA's AGIS requirements detailed in Advisory Circulars AC 150/5300-16A, -17C, and -18B.

Oregon airport mapping projects include:

- Gold Beach Municipal Airport
- Aurora State Airport (2015 and 2022)
- Brookings Airport
- Cottage Grove State Airport
- Independence State Airport
- Madras Municipal Airport
- Joseph State Airport

Magyar Land Surveying, Inc. | Survey (Oregon PLS 90788)



Magyar Land Surveying LLC (Magyar) was established in Astoria, Oregon in 2016 by Michael G. Magyar, PLS. Mr. Magyar has been surveying for over 30 years and has a wide breadth of public and private sector project experience; he holds Professional Land Surveyor licenses in **Oregon (PLS 90788)** and Arizona (RPLS 48356). Magyar has provided a wide variety of professional land survey services to airport engineering consulting firms since its inception including cadastral, engineering, geodetic, construction, and AGIS surveys.

- Aurora State Airport, AGIS Survey in support of Airport Master Plan; Aurora, OR
- Madras Municipal Airport, AGIS Survey in support of Airport Master Plan, Madras, OR
- Albany Municipal Airport, Runway Expansion and Apron Rehabilitation; Albany, OR
- Newport Municipal Airport, Tree Removal Study; Newport, OR

DBE Goals

Century West is committed to using Minority-owned, Women-owned, Small, and Disadvantaged Business Enterprises (M/W/S/DBE) for projects. Our methods of promoting the use of these businesses relies on finding firms that provide quality work and that have a similar client service philosophy as Century West.

Project Manager Samantha Peterson is adept in preparing state/federal grant applications for airport sponsors, as well as updating DBE plans and goal setting, and will perform these tasks for the City. Century West will also perform all administrative reporting required by the FAA. Century West is committed to making a good faith effort to meet any DBE goals established. We propose teaming with AINW, a registered WBE, to fulfill DBE requirements for this contract.

The table below highlights a handful of Century West aviation projects that have featured robust DBE involvement.

Project Name	Total Contract Value	D/M/W/ESB Subconsultants	Total Amount	Percent of Contract	DBE Utilization
Auburn Runway 16-34 Extension Design	\$329,485	Elcon Associates	\$32,043.00	9.7%	21.6%
		HWA Geosciences	\$39,158.00	11.9%	
Bremerton Runway/Taxiway	\$151,399	Elcon Associates	\$46,814.00	31.0%	31.0%
Port of Portland Taxiway T Rehabilitation	\$427,949	Geometrics Engineering, P.S., Inc.	\$98,998	23.3%	23.3%
Port of Portland North Apron Remain Overnight Parking	\$506,081	3D Infusion	\$10,000	2.0%	22.1%
		Casso Consulting	\$62,429	12.3%	
		K2 Security	\$39,670	7.8%	
Sanderson Field Environmental Assessment	\$315,694	Elcon Associates	\$6,927.00	2.5%	12.8%
		HWA Geosciences	\$32,585.00	10.3%	

Supporting Information: *There is no additional information we wish to present.*

**City of
McMinnville
Oregon**

**AIRPORT MASTER PLAN
PROFESSIONAL SERVICES
AGREEMENT**

CITY OF McMinnville PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for the **Airport Master Plan** Project is made and entered into on this **23rd day of May 2023** by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Century West Engineering** an **Oregon Registered Corporation** (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the City requires 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 Work

Consultant shall diligently perform the **Airport Planning and Subcontracting** services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than **December 31, 2025**, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant’s Project Manager may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant’s Project Manager will provide such written documentation.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 4. Compensation

4.1. Except as otherwise set forth in this Section 4, the City agrees to pay Consultant on a time and materials basis, in accordance with the Rate Schedule set forth in **Exhibit B**, not to exceed Five Hundred Five Thousand Five Hundred Fifty Eight DOLLARS (\$505,558), 95% of which to be reimbursable through Grants, for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit B**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection** Error! Reference source not found., requires a written Addendum executed in compliance with the provisions of **Section 18**.

4.2. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, 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.

4.3. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit A**.

4.4. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. Prevailing Wages

This is a contract for a Public Works Project subject to ORS 279C.800 to 279C.870. Therefore, if applicable and required by law, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this Project are those published by the Bureau of Labor and Industries (BOLI), effective July 1, 2021, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx.

Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Services, either by Consultant, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Services, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. *In addition, this contract is also covered by the federal Davis-Bacon Act (40 USC § 3141 et seq.). Therefore, Consultant and subcontractors shall pay workers or others performing Services contemplated by this Agreement the higher of the state or federal prevailing rate of wage, as determined by the Commissioner of the Bureau of Labor and Industries, in accordance with ORS 279C.* Consultant must comply with all public contracting wages required by law. Consultant and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Consultant an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the contract for breach. Consultant shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Consultant shall include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

Section 6. City's Rights and Responsibilities

6.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

Section 7. City's Project Manager

The City's Project Manager is Willy Williamson (Airport Administrator). The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 8. Consultant's Project Manager

Consultant's Planning Project Manager is Samantha Peterson and Engineering Project Manager is Bryan Condon. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager's will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 9. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, 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 10. 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 Project or Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Consultant has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Consultant shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Consultant shall neither constitute agreement with nor acquiescence to Consultant's statement or claim, nor constitute a waiver of any of the City's rights.

Section 11. Subcontractors and Assignments

11.1. *Unless expressly authorized in Exhibit A or Section 12 of this Agreement, 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, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting.

The City hereby agrees that Consultant will contract with Environmental Science Associates (ESA) to provide Environmental services, Archaeological Investigation Northwest, Inc. (AINW) to provide Cultural Resources services, Magyar Land Surveying and Miller Creek Associates to provide AGIS services, which are critical parts of this Agreement. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

11.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

11.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 12. Consultant Is Independent Contractor

12.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** 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.

12.2. Consultant has requested that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

12.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 12** and meet the same insurance requirements of Consultant under this Agreement.

Section 13. Consultant Responsibilities

13.1. 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.

13.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including 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.

13.3. No person shall be discriminated against by Consultant or any subcontractor 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. References to "subcontractor" mean a subcontractor at any tier.

Section 14. Indemnity

14.1. 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 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.

The review, approval, or acceptance by the City, its Project 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 reasonable 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 14.2**. 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, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

14.2. **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 reputable 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 15. Insurance

15.1. **Insurance Requirements.** Consultant shall 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 work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. 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 under this Agreement:

15.1.1. **Commercial General Liability Insurance.** Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, 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 Agreement 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**. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

15.1.2. Professional Errors and Omissions 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. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

15.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have 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**.

15.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement 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.

15.1.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors 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.

15.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in 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. 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 required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

15.1.7. **Certificates of Insurance.** As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement 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 during the term of this Agreement 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 any termination or change in insurance coverage, as provided above.

15.2. **Primary Coverage.** The 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.

Section 16. Early Termination; Default

16.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

16.1.1. By mutual written consent of the parties;

16.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

16.1.3. By Consultant, effective upon seven (7) days’ prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

16.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, 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 Agreement. This Agreement 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 wishes to cure the default but 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 Agreement and seek remedies for the default, as provided above.

16.3. 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.

16.4. 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, referred to in **Section 20**, for which Consultant has received payment or the City has made payment.

Section 17. Suspension of Services

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. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. 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.

Section 18. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount.

The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 19. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of the Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 20. Property of the City

20.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation. Upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

20.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

Section 21. Notices

Any notice required or permitted under this Agreement 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, 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: Willy Williamson
 230 NE Second Street
 McMinnville, OR 97128

To Consultant: Century West Engineering
 Attn: Joe Roshak, President
 1020 SW Emkay Dr. Suite 100
 Bend, OR 97702

Section 22. Miscellaneous Provisions

22.1. **Integration.** This Agreement, 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 Agreement shall control.

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

22.3. **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.

22.4. **Adherence to Law.** In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the McMinnville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit A**, shall be obtained and maintained throughout the term of this Agreement.

22.5. **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.

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

22.7. **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 Agreement 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 Agreement, such 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.

22.8. **Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement 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.

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

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

22.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

22.12. 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 Agreement, the first day from which the designated period of time begins to run shall not be included.

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

22.14. Number, Gender and Captions. In construing this Agreement, 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 Agreement.

22.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. 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 Agreement gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

22.16. 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 Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

22.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement 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 Agreement, 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.

22.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

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

22.20. 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 Agreement.

CONSULTANT:

CITY:

CENTURY WEST ENGINEERING

CITY OF McMinnville

By:  _____

By: _____

Print Name: Joe Roshak

Print Name: Jeff Towery

As Its: President

As Its: City Manager

Employer I.D. No. 93-0584951

APPROVED AS TO FORM:

Walt Gowell, City Attorney
City of McMinnville, Oregon

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SCOPE OF WORK MCMINNVILLE MUNICIPAL AIRPORT 2023-2043 AIRPORT MASTER PLAN & AGIS FAA AIP Grant Number: 3-41-0036-023-XX

PROJECT INTENT

The City of McMinnville (Sponsor) intends to develop a 2023-2043 Airport Master Plan to update the Airport Master Plan for McMinnville Municipal Airport. The Master Plan will provide the City of McMinnville with a plan to address the development needs at the airport for a 20-year planning horizon (2023-2043) and will develop a program for implementation within known funding constraints. Century West Engineering (Consultant) has been retained by the Sponsor to accomplish the Master Plan. The Consultant will work in close liaison with the City of McMinnville staff and Airport Administrator, a Planning Advisory Committee, local business and stakeholder groups, the Federal Aviation Administration and the Oregon Department of Aviation (ODAV) to ensure that the plan truly reflects the airport's development needs.

The Sponsor has provided specific direction regarding the elements to be included in the master plan to address the current and future needs at the airport. The following work program describes the effort required to successfully complete the Master Plan for McMinnville Municipal Airport within the FAA framework and including additional scope items identified by the City for the development of airport master planning documents.

This project will provide the City of McMinnville with an updated 2023-2043 Airport Master Plan and revised Airport Layout Plan (ALP) drawings. An updated Airport Capital Improvement Program (ACIP) will provide the Sponsor with a method and proposed schedule for addressing future facility needs through use of FAA Airport Improvement Program (AIP) grants and other available funding sources.

The project will address and/or update the basic tasks and work elements as outlined in FAA Advisory Circulars 150/5070-6B, Airport Master Plans and 150/5300-13B Airport Design. The most current FAA Northwest Region Airport Layout Plan Checklist will be prepared and submitted with the draft airport layout plan drawing set.

EXISTING CONDITIONS & OPPORTUNITIES

1. RPZ Analysis
2. Helicopter Training Activities & Support Facilities
3. AGIS Survey
4. Landside Facilities Development Evaluation

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ELEMENTS OF THE MASTER PLAN

The master plan update includes the following major work elements:

- Element 1 – Study Initiation, SOW, and Project Management
- Element 2 – Public Involvement Process
- Element 3 – AGIS Survey
- Element 4 – Existing Conditions Analysis
- Element 5 – Aviation Activity Forecasts
- Element 6 – Facility Requirements
- Element 7 – Alternatives Analysis
- Element 8 – Capital Improvement Plan (CIP)
- Element 9 – ALP Drawing Set
- Element 10 – Recycling and Solid Waste Management Plan
- Element 11 – Airport Master Plan Implement and Timeline
- Element 12 – Reports and Documentation

Completion of the work elements in the Master Plan should result in:

1. A comprehensive understanding of the issues and opportunities, existing conditions, and an identified level of future aviation activity that would mandate facility improvements required to satisfy future demand.
2. A collaborative exploration of local Airport needs, goals, and facility requirements in sequence with the development of community generated ideas, solutions, and development alternatives.
3. An implementation program with recommended strategies and actions for future land use, transportation, and environmental requirements; a realistic and workable CIP; and current ALP drawings that graphically depict existing conditions at the airport as well as potential future proposed development projects.
4. A corresponding narrative report.

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ELEMENT 1 – STUDY INITIATION, SCOPE OF WORK (SOW), AND PROJECT MANAGEMENT

Task 1.1 - Refine Scope of Work, Budget and Schedule

Century West will develop a detailed scope of work, budget, and schedule, including approach and level of effort, to be made a part of the project contract fee negotiations. A detailed task-by-task itemization of the project budget and schedule will be provided. Century West will also develop subconsultant teams for applicable work for the review and approval of the City of McMinnville.

Product: The final scope of work, which will also be used for an independent fee estimate for the project for use in contract negotiations. A breakdown of project costs for each work element will be provided.

Task 1.2 - Coordination and Control/Project Administration

The City of McMinnville will manage, through its consultant, the administrative grant and fiscal aspects of the project. Additional responsibilities include consultant/airport coordination, facilitation of meetings, timely product review and supply of existing plans, report and electronic files relating to the airport layout, land use, property ownership, approaches, pavement and facility conditions, and previous planning studies and current development desires.

It is anticipated that the Consultant team leaders and the City's key staff will function as a work group that will facilitate all elements of the project. The Consultant will establish a schedule of bi-weekly project meetings (estimated 38 teleconferences, assume 2 per month for 18- months, averaging 1 hour or less) for the work group, with an open invitation to the FAA and ODAV to participate on an as-needed basis. The purpose of the meetings is to provide regular updates on study progress and to provide an opportunity to discuss and address issues that arise during the project. This coordination is intended to follow the overall project schedule. However, the need for additional (continued) coordination has become increasingly important as project review by FAA has required additional time. We have a commitment to our clients to maintain coordination through the completion of the project, regardless of original project schedule.

Product: An internal meeting schedule. Biweekly teleconference as noted.

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ELEMENT 2 – PUBLIC INVOLVEMENT PROCESS

A comprehensive and engaging public involvement process will be a key ingredient for a successful Master Plan update. The public involvement process element presents the tasks required to develop a collaborative public involvement and master planning process that develops understanding, explores solutions, and provides a realistic and achievable implementation plan.

Note: The Oregon legislature passed House Bill (HB) 2560, which requires public meetings to be accessible remotely, effective January 1, 2022. Due to this, any in-person public meetings will require a hybrid option.

Task 2.1 – Stakeholder Coordination

Effective coordination with local and regional jurisdictions and state and federal agencies is a critical element in the success of any long-term planning process. Agency coordination will be initiated at the earliest stages of the project and maintained throughout to provide effective lines of communication.

Sub-task 2.1.1 – Prepare List of Agency Stakeholders

The Consultant will work closely with the Airport Administrator and City staff at the outset of the project to create a comprehensive list of agency stakeholders with their respective areas of interest/responsibility identified. A list of non-agency stakeholders will also be created, which will include established at risk populations.

Product: Agency stakeholder list to be utilized for project coordination and document distribution.

Sub-task 2.1.2 – Identify Planning Advisory Committee (PAC) Members

The Consultant will work closely with the Airport Administrator and City staff at the outset of the project to create a PAC with approximately 5-10 subject matter experts. The PAC will be assembled to provide input and allow for public dissemination of data. In addition to the membership composition and number noted above, representatives from the FAA Seattle Airports District Office (ADO) and ODAV will serve as ex officio members of the PAC.

Product: A developed PAC contact list comprised of selected PAC members.

Sub-task 2.1.3 – City Staff Coordination

The Consultant will coordinate with the Airport Administrator in conjunction with project meetings and/or public hearings to brief staff on project progress to prepare staff for Council updates or reports to Councilors. The Consultant will attend the Airport Commission meetings and 3 City Council meetings in support of the Airport Master Plan process. These can be attended virtually. Presentation materials from public meetings will also be made available to City staff for presentation to local stakeholder groups. The Consultant should work with City Staff to ensure all project related information, timelines, and materials are forwarded to the

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City's Communication Manager for timely posting and publication.

Product: 38 teleconference meetings with the City of McMinnville staff concurrent with Task 1.2.
5 (five) two-hour coordination meetings with City of McMinnville Staff prior to PAC meetings.

Task 2.2 – Planning Advisory Committee (PAC) Meetings

Up to five (5) PAC meetings will be held during the course of the study. Draft materials or any relevant content required for the meeting will be electronically distributed by the Consultant at least 30 days in advance of the meetings to allow ample time for review. The Consultant will be responsible for conducting the meetings, reviewing the scope of the project, presenting the findings and recommendations of the plan and program, preparing written meeting summaries, and responding to any technical and professional questions and concerns. The Consultant will prepare any supplemental handouts or presentation graphics needed for the meetings.

Sub-task 2.2.1 – Conduct PAC #1 (In-Person & Virtual)

The consultant will facilitate an interactive discussion with the PAC that will summarize the existing conditions of the Airport and aviation industry, identify and discuss any potential issues and opportunities not identified in the Consultant's existing conditions analysis, and establish the framework for finalizing the aviation forecasts that will ultimately be submitted to the FAA for approval.

Product: All project related materials required to conduct PAC Meeting #1.

Meeting Attendance: 2 prime consultants

Sub-task 2.2.2 – Conduct PAC #2, PAC #3, and PAC #4 (In-Person & Virtual)

The consultant will facilitate multi-step public review process that will begin with a stakeholder discussion to identify and verify the facility requirements necessary to satisfy future demands on the Airport during PAC #2. The facility requirements discussed in PAC #2 will serve as the building blocks for the development of three preliminary alternative concepts capable of satisfying future demand. The preliminary development alternatives concepts will be presented in PAC #3 for public review and comment. The public input provided in PAC #3 will be used to refine the concepts to be presented during a second round of public review and comment in PAC #4. Based on technical evaluations, public input and coordination with local officials, the process will lead to the selection of a preferred alternative by the City that will be presented for additional public review and comment. All alternatives considered in this process must be consistent with all applicable FAA technical standards and regulations.

Product: All project related materials required to conduct PAC Meeting #2, #3, and #4.

Meeting Attendance: 2 prime consultants



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Sub-task 2.2.3 – Conduct PAC #5 (In-Person & Virtual)

The consultant will facilitate an interactive discussion and presentation with the PAC of an implementation program with recommended strategies and actions for future land use, transportation, and environmental requirements; a realistic and workable CIP; and current ALP drawings that graphically depict existing conditions at the airport as well as proposed development projects.

Product: All project related materials required to conduct PAC Meeting #5.

Meeting Attendance: 2 prime consultants

Task 2.3 – Project Meetings

Additional project meetings will serve as another opportunity for public engagement and project coordination among a variety of stakeholders and regulating agencies. The Consultant will prepare any supplemental handouts or presentation graphics needed for the meetings.

Sub-task 2.3.1 – Public Open Houses (In-person)

The consultant will facilitate two (2) public open house meetings to be scheduled during the project. These will be organized as public workshops with information displayed to inform the public in general and to provide a forum for neighbors and stakeholder groups to discuss the project and provide input. The meetings will be scheduled to coincide with PAC meetings (same day or consecutive day), whenever possible. The working materials presented will be available online for virtual public viewing and any public questions or comments can be submitted via email or via iheartmac.org, the City's civic engagement platform.

Product: Two public open house meetings scheduled in coordination with PAC meetings.

Meeting Attendance: 2 prime consultants.

Sub-task 2.3.2 – Federal Agency Coordination (FAA) (Virtual)

The Consultant will meet with FAA staff at the Forecasts, Alternatives, and ALP review stages of the project to ensure full coordination and timely review and comment on draft work products.

Product: Three meetings with FAA.

Meeting Attendance: 2 prime consultants.

Task 2.4 – Public Notice and Data Distribution

Sub-task 2.4.1 – Public Meeting Notices/Press Releases

The City will be responsible for coordinating and scheduling PAC and other public meetings,

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providing facilities for such meetings, and providing all required notification to PAC members and/or the general public. The Consultant will provide the content for the announcements and notifications at least 30 days in advance of the publication date. The City will advertise the date and time of the meetings to allow public attendance as desired. The City will assume all costs of advertising and press release announcements in the local media and will coordinate with the City's staff to post notices and press releases to the City of McMinnville's website.

Product: Meeting notices and press release documentation.

Sub-task 2.4.2 – Website Content for City of McMinnville

The Consultant will provide project deliverables including draft chapters, presentation materials, meeting agendas, meeting notices, press releases (5 for PAC meetings, 2 for open houses), questionnaires, and meeting summary notes for posting on iheartmac.com by the City Communications Manager. The City will determine what, if any, content is not meant for public consumption. The project web page will provide an opportunity for the public to review project deliverables and progress throughout the project. It can also be used to solicit public comment through posted surveys for those unable to attend the public meetings.

Product: A project web page with relevant project related materials.

Sub-task 2.4.3 – Project Information Questionnaires

The Consultant, Airport Administrator, and City staff will jointly develop up to two (2) project specific questionnaires to solicit input from the public at key points during the project. Typically, public input at the facility requirements stage prior to the development of alternatives and at the alternatives stage is important to define needs and also get input towards the selection of the preferred alternative.

Product: Two project specific questionnaires.

Sub-task 2.4.4 – Public Meeting Summary Notes and Comment List

The Consultant will prepare notes for all meetings for the Sponsor to review. Once the meeting notes have been reviewed, edited, and approved, the Consultant will provide a PDF copy to post to the project web page. The consultant will also prepare a summary of comments received and Sponsor responses that can be posted on the website.

Product: A summary of each meeting and comments from the public developed over the course of the project.

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ELEMENT 3 – AGIS

The Consultant will conduct an aeronautical survey at the Airport. The project will be completed in compliance with the FAA Advisory Circulars listed below and will include an airport airspace analysis for *Runways with Vertical Guidance*. The survey will complete the tasks in the “Airport Layout Plan (ALP)” column of AC 150/5300-18B, Table 2-1.

Task 3.1 AGIS Survey

The purpose of this AGIS survey is to support ALP development and will include an FAA Airport Airspace Analysis Survey for all Obstruction Identification Surfaces (OIS) defined in FAA Advisory Circular 150/5300 - 18B: Runways with Vertical Guidance. The consultant will be responsible for generating the OIS per AC 150/5300-18B.

QUALITY STANDARDS

The Advisory Circulars identified below detail the data collection methods and accuracies required for the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- AC 150/5300-16A “General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey.”
- AC 150/5300-17C “Standards for Using Remote Sensing Technologies in Airport Surveys.”
- AC 150/5300-18B (Change 1) “General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards”

PROJECT AREA

The project area encompasses all of the Airport inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

Subtask 3.1.1 - Aerial Control and Ground Survey

Ground survey is the core of an AGIS survey. In accordance with the above mentioned ACs, and the Statement of Work the Consultant will complete the following:

- Develop a Survey and Quality Control Plan
- Conduct pre-survey interviews with the Airport Administrator and complete interview checklists.
- Locate and validate PACS and SACS on the Airport. If PACS/SACS are not present or in usable condition, Temporary Survey Marks (TSM) will be established in accordance with AC 150/5300-16B, Paragraph 2.2.2
- Perform, Document, and Report the tie of PACS and SACS to the National Spatial Reference System (NSRS)
- Establish, record, and document aerial image control points/targets.

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- Control point/target locations to be coordinated with Aerial Survey provider.
- Establish, record, and document five (5) OPUS check points.
- Survey and document all runway ends and displaced thresholds at the airport. Each runway end will be monumented if not already done.
- Determine or validate the runway width and length
- Survey the runway centerline profile at 50' stations
- Survey or validate the positions of NAVAIDs associated with the airport runway(s).
- Provide completed field documentation, checklists and annotated photos detailing field methods
- Provide Survey Narrative describing field methods, data processing steps, and results.
- Complete any other tasks not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Survey Requirements Matrix".

Consultant will reference data deliverables to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), Oregon State Plane Coordinate System, North Zone in International Feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

Geoid: Geoid 18

Subtask 3.1.2 – Photogrammetric Mapping and Orthophotography

For this project, new vertical stereo aerial imagery will be acquired according to specifications described in FAA AC 150/5300-17C. Aerial imagery will be collected at two scales. High resolution imagery will cover the entirety of the Airport property and lower resolution imagery will cover the extent of all OIS surfaces.

From the high-resolution airport property aerial imagery, the following will be produced:

- 100 scale mapping with 1' contours of the existing airport property and Runway Protection Zones (RPZ).
- Color digital orthophoto tiles and a single orthomosaic with a GSD of no greater than 0.25'
- Identification and mapping of obstacles within the imagery footprint
 - Include top of all structures on the airport, and ground elevations of traverseway centerlines where they intersect extended runway centerlines.

From the lower resolution OIS aerial imagery, the following will be produced:

- Landmark feature planimetric mapping
- Color digital orthophoto tiles and a single orthomosaic with a GSD of no greater than 1.0'
- Identification and mapping of obstacles within the OIS that were not captured in the high-resolution imagery.
 - Include elevations of traverseway centerlines where they intersect extended runway centerlines.

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Subtask 3.1.3 – Obstruction and Planimetric Feature Collection and Submission

The Obstruction Identification Surfaces (OIS) will satisfy the following requirements of the AC 150/5300-18B, Analysis of Runways with Vertically Guided Operations.

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are impractical to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The delivery will include the planimetric feature collection. Features to be collected are listed on the “Feature Collection Matrix” (attached). The final planimetric data will be submitted to the AGIS Portal in ESRI Shapefile format, with all required attributes populated.

Product: Consultant will submit all data collected and associated documentation in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program’s web site <http://www.adip.faa.gov>.

The deliverables that will be uploaded to the AGIS website include:

- *Statement of Work, Imagery Plan and Survey and Quality Control Plan*
- *Imagery Shipment Tracking Information*
- *Obstruction survey data*
- *Ground survey data*
- *Planimetric data as listed in attached Feature Collection Matrix*
- *Final Report and supporting documentation*

Task 3.2 - Supplemental Information for Airport Layout Plan

In addition to the deliverables required under 18B delivery, the Consultant will provide the following supplemental information to support ALP development.

- Part 77 imaginary surfaces for future runway configurations as defined through the development alternatives process.
 - The future runway ends and profile will be provided after the selection of a preferred runway alternative.
 - Provide additional heights of features as needed based on preferred runway alternative
 - No additional imagery or obstacle collection/analysis is required.

Product: ESRI File Geodatabase containing Part 77 imaginary surfaces and obstacles as a 3D polygon feature class.



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ELEMENT 4 – EXISTING CONDITIONS ANALYSIS

The existing conditions analysis element will present the master plan process to the public and document existing airfield facilities and conditions that affect the operation and development of the airport within the context of the region, and local municipalities. The existing conditions analysis will utilize the currently approved Airport Master Plan and subsequent work product to support the effort. The findings documented in the Existing Conditions Analysis chapter will be used to support subsequent recommendations throughout the development the master plan. It is expected the City of McMinnville will make available any information required to conduct a thorough inventory and analysis.

Task 4.1 – Develop Report Introduction Chapter

Consultant will develop a master plan introduction chapter to summarize and depict the following information related to the master plan:

- Study Purpose
- Project Need
- Project Funding
- Project Schedule
- Public Involvement Process
- Goals of the Master Plan
- Known Issues & Opportunities

Product: A summarization and depiction of relevant content.

Task 4.2 – Data Collection and Inventory

The Consultant will collect, analyze, and incorporate information from local, regional and state aeronautical or surface transportation studies, comprehensive planning documents, as related to the development of McMinnville Municipal Airport. Historic and forecast socioeconomic data will be collected from secondary sources. The Consultant will also review existing and future land use within the airport environs and existing zoning patterns, including overlay zoning designations. Existing airport traffic patterns and flight procedures will be summarized.

Existing data and information, such as, but not necessarily limited to, documents, maps, studies, and projects currently underway or in the planning stages (on and off airport property and in the vicinity) which may directly or indirectly influence this study effort will be identified, reviewed, and documented. Such information would, for example, include a review of any existing regional and state system plans, airport layout plans, pavement maintenance plans, surface transportation plans, utility plans, area plans, and engineering reports, among others.

The Consultant will utilize inventory data contained in the previous Airport Layout Plan Report in addition to other airport specific, regional, or state aviation system planning studies. Other data sources including the FAA Airport Record Form 5010, pavement management plan, construction drawings and other relevant documents, as provided by the Airport Administrator or City staff. An on-

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site inspection of major components of the airport will also be performed.

Meetings: Miscellaneous meetings with the Airport Administrator, stakeholders, City/County planning staff, local airport users, etc.

Product: Tabulated airport facilities inventory for input to later work elements.

Task 4.3 - Evaluate and Present the Existing Regional Setting of the Airport

Consultant will evaluate and present an understanding of the issues and opportunities related to the regional setting and local context of the Airport and surrounding community for use in subsequent phases of the master plan. The following Subtasks will form the framework for examining the regional context of the Airport:

Sub-task 4.3.1 – Location and Vicinity

Consultant will develop location and vicinity maps.

Sub-task 4.3.2 – Airport History, Role, and Area Airports Contextual Analysis

Consultant will summarize and depict the Airport History; the Airport's National, State, and Local Role; and conduct a Contextual Analysis of area airports.

- Airport History – Consultant will develop a summary and depiction of the Airport's history.
- National NPIAS, State, and Local Role – Consultant will summarize and depict the Airport's role in the National and State aviation system and summarize the role of the Airport within the local community.
- Area Airports Contextual Analysis – Consultant will conduct an airport service area analysis by locating competing airports relative to McMinnville Municipal Airport and population centers, assessing their role, and evaluating their facilities and services. This information will be utilized to assess the influence that surrounding airports have with respect to competing services, facilities and equipment, navigational aids, and accessibility.

Sub-task 4.3.3 – Evaluate Historical and Existing Airport Operational Data

The Consultant will compile a summary of aviation activity and operational data for McMinnville Municipal Airport to indicate historical growth and present a basis for statistical analysis of based aircraft, annual aircraft operations, and related factors.

A review of the airport's current based aircraft fleet will be performed. The evaluation of airport service area contextual analysis will be incorporated into the forecast update to reflect the potential for increased market share. The previous Airport Layout Plan Report forecasts will be compared to actual data in order to gauge the accuracy of individual projections and identify specific trends. The FAA Aerospace Forecasts, the FAA Terminal Area Forecasts (TAF) and

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current Oregon Aviation Plan forecasts will be reviewed for comparison with current and recent historic data and summarized in the forecast narrative.

The City of McMinnville will provide a current list of locally-based aircraft by number and type. Specific manufacturer and model data will be gathered for the largest type of based and/or itinerant aircraft that regularly use the Airport. The Consultant will utilize other data sources including airport records, fuel sales data, on-site inventories, and an airport user survey to supplement airport management data, as appropriate.

Product: Summarization and depiction of current/historical based aircraft and pertinent operations data.

Sub-task 4.3.4 – Community Socio-economic Data

Consultant will utilize available data (secondary sources) related to local and regional population, employment, and other relevant socioeconomic conditions (historic data/trends and future projections) to summarize and depict relevant local socio-economic data. This data may include state and regional economic data, tourism activity and trends, and area military or other state or federal government activity, as appropriate. Portland State University (PSU) annual estimates of population and U.S. Census data will be reviewed.

Sub-task 4.3.5 – Relevant Studies

Consultant will summarize and depict relevant content from State and local planning studies which may or may not include the following:

- Comprehensive Plans
- Local Transportation System Plans
- Local Utility Master Plans
- Previous Airport Master Plans
- Current Signed Airport Layout Plan
- Oregon Aviation Plan (OAP) – Economic Update
- Three Mile Lane Area Plan

Sub-task 4.3.6 – Environmental Data

Consultant will summarize and depict environmental data from a variety of sources including previous environmental documents, consultant inquiries, and publicly available data to summarize and depict the data.

Note: The environmental overview is a desktop level review and summary of existing studies and known information and does not include any field surveying or on-site evaluations.

NEPA Analysis – Building off previous environmental work completed for the Airport, consultant will prepare an environmental overview of the Airport’s environmental setting and operating

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environment based on NEPA Environmental Impact Categories outlined in FAA Order 1050.1F Policies and Procedures for Considering Environmental Impacts and FAA Order 5050.4B, FAA Environmental Handbook utilizing available data and information. No formal coordination with federal and state agencies will be conducted as part of this work element. Informal coordination may occur during the process of obtaining existing documents, etc. from various agencies.

Consultant will gather and utilize existing maps of the airport environs and environmental documents to document existing conditions. An on-site field verification of site conditions will be conducted and will include a reconnaissance level analysis of resources as identified in the bullet point list below. This summary is intended to reference any known or potential environmental conditions or issues that could be affected by proposed airport development that have been identified in recent environmental efforts conducted on the airfield. Consultant will request information from the U.S. Fish and Wildlife Service (USFWS) of any rare, threatened, and endangered plant and animal species that have been documented within the vicinity of the Airport.

Consultant shall summarize and depict environmental data from a variety of sources including, but not limited to, previous environmental documents, Consultant inquiries, and publicly available data to address the following environmental impact categories:

Air quality – Consultant shall briefly evaluate air quality considerations with respect to proposed master plan improvements. Air quality modeling or detailed analyses are outside of this scope of Services. Consultant shall also summarize and depict local climate data. Consultant shall request wind data from the onsite Automated Weather Observation System (AWOS) or National Climatic Data Center for the Airport, or both, if available. Consultant shall develop and update a wind rose using the FAA Airport Design program.

Biological resources (including fish, wildlife, and plants) – Consultant shall provide an overview of habitat conditions and summary and of potential impacts to any biotic resources identified in the study area.

Federally-listed Endangered and Threatened (“T&E”) Species – Consultant shall summarize known or documented existing T&E species and designated critical habitat. Consultant shall not perform species surveys as part of this scope of Services.

Climate - Consultant will summarize and depict local climate data. Consultant will obtain available data from the onsite AWOS. A wind rose will be developed/updated using the FAA Airport Design program.

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Coastal resources – Not applicable and will not be included in the environmental section of the report.

Department of Transportation Act Section 4(f) – Consultant shall review the Project area to identify the presence of any Section 4(f) properties in the vicinity. If there are none, Consultant shall document it. A Section 4(f) evaluation to determine if the use of any 4(f) properties would be impacted is outside this scope of Services.

Farmlands - Consultant will review state and federal regulations for any Farmlands within the study area.

Hazardous materials, solid waste, and pollution prevention - Consultant will complete a summary and assessment of any Hazardous Materials identified in the study area based on a review of previous studies and published data. The Consultant will develop recommendations for avoidance, minimization, and mitigation measures for the preferred development alternative.

Historical, architectural, archeological, and Cultural Resources Assessment (CRA) - Building off previous environmental work completed for the Airport, Consultant shall summarize previous cultural resources surveys and identify potential areas that may require further analysis based on proposed development.

Note: The Historical, architectural, archeological, and CRA is a desktop level review and summary of existing studies and known information and does not include any field surveying or on-site evaluations.

Land Use – Consultant shall review and summarize local land use compatibility and identify potential impacts of proposed improvements. Consultant shall review land use and zoning maps.

Natural resources and energy supply - Consultant shall review proposed improvements, construction techniques, and materials to assess opportunities and impacts.

Noise and compatible land use – Noise contours will be completed as part of the alternatives analysis and are described in Task 7.5.

Socioeconomics, environmental justice, and children’s environmental health and safety risks - Consultant will review and summarize socioeconomic impacts including shifts in patterns of population movement and growth; public service demands; changes in business and economic activities; and other factors identified by the public.

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Visual effects (including light emissions) - Consultant will prepare a summary of increased light emissions and visual effects created through the construction of the proposed improvements.

Water resources (including wetlands, floodplains, surface waters, groundwater, and wild and scenic rivers)

Wetlands and Waters of the US – Consultant shall review existing information to identify potential wetland resources in the Project area including historic aerial photos, National Wetlands Inventory, and Natural Resource Conservation Service County Soil Survey. Consultant shall perform a site reconnaissance to identify potential wetland areas. Consultant shall hand draw potential wetland areas on an aerial photo. *Note: A wetland delineation is outside this scope of services.*

Floodplains – Consultant shall review FEMA maps to determine if any of the study area is within the 100- year floodplain.

Stormwater and Water Quality – Consultant shall review on site drainage patterns and site uses to determine the potential for water quality impacts.

Consultant will coordinate with US Army Corps of Engineers to confirm that no protected resources exist in the vicinity of the project.

NEPA Analysis will provide a background overview of impact categories that will be used in the assessment of development alternatives. The Preferred Alternative will be reviewed to assess and document the likely impacts of the proposed improvements and serve as the basis for future Environmental Assessments. The Consultant shall recommend additional study for individual impact categories that may be required based on the Preferred Alternative selected.

Sub-task 4.3.7 – Local Surface Transportation System Analysis

Consultant will summarize and depict the existing and planned improvements for the local area surface transportation network.

Sub-task 4.3.8 – Land Use Analysis

Consultant will summarize and depict the following:

- Base Zoning – Consultant will summarize and depict existing and planned on-airport and off-airport zoning/land uses covering the existing FAR Part 77 Surfaces.
- Overlay Zoning – Consultant will summarize and depict existing adopted City and County Airport overlay zones.

Product: *A summarization and depiction of relevant content.*

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Task 4.4 - Evaluate and Present the Existing Landside Elements of the Airport

Consultant will evaluate and present an understanding of the issues and opportunities related to landside facilities and services of the Airport for use in subsequent phases of the master plan. The following sub-tasks will form the framework for examining the landside elements of the Airport:

Sub-task 4.4.1 – Utilities

Consultant will summarize and depict the existing utilities, to include water, gas, sanitary sewer, storm water, electric, telephone, communications, and any other utilities within the airport boundaries. Existing utility easements and any specified development setbacks located within airport property will be depicted and/or noted. Existing local utility provider drawings (electronic files when available) will be used to provide data for this task. Existing mapping of natural site conditions will be consolidated into a common base map for use in the project.

Sub-task 4.4.2 – Local Emergency Medical/Fire Services (EMS)

Consultant will summarize and depict local emergency response facilities and capabilities.

Sub-task Task 4.4.3 – Airport Perimeter Fencing

Consultant will summarize and depict airport perimeter fencing and access to the airport operations area. The location and configuration of controlled/uncontrolled vehicle and pedestrian access gates will be documented.

Sub-task 4.4.4 – Airport Surface Road Access, Vehicle Parking, and Pedestrian Access

Consultant will summarize and depict the location and configuration of existing auto parking; vehicle parking conformance to local standards; internal airport access roads; and pedestrian access to aircraft. The location and configuration of controlled/uncontrolled vehicle access points (gates, etc.) to the airport will be documented. Common vehicular access routes within the airport's landside areas (hangars, aprons, etc.) and planned future connections will be identified through coordination with the Airport.

Sub-task 4.4.5 – General Aviation (GA) Terminal Areas

Consultant will summarize and depict the GA Terminal Area facilities including corporate office and manufacturing facilities, FBOs, flight schools, public terminal buildings and Airport administration and maintenance/vehicle storage facilities, non-aeronautical activities, and other large scale high intensity operations on the Airport.

Sub-task 4.4.6 – Hangars

Consultant will summarize and depict the number of units, total square footage, and condition of aircraft storage units on the Airport (based on a visual exterior inspection and/or information provided by City staff). A summary of current hangar occupancy will be prepared based on data provided by airport management.

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Product: A summarization and depiction of relevant content.

Task 4.5 - Evaluate and Present the Existing Airside Elements of the Airport

Consultant will evaluate and present an understanding of the issues and opportunities related to airside facilities, design standards, and airspace and approach procedures of the Airport and airspace for use in subsequent phases of the master plan. The following sub-tasks will form the framework for examining the airside elements of the Airport:

Sub-task 4.5.1 – Airside Facilities

Consultant will summarize and depict existing airside facilities data gathered from a variety of sources to provide an inventory and understanding of the issues and opportunities surrounding the following airside elements:

- Aprons – Consultant will summarize and depict airfield apron areas as well as the location, size, and number of based and itinerant aircraft parking spaces/tiedowns for the Airport’s existing apron areas.
- Taxiways and Taxilanes – Consultant will summarize and depict the existing taxiway and taxilane network on the Airport.
- Runways – Consultant will summarize and depict the existing runways on the Airport.
- Airfield Pavements – Consultant will summarize and depict pavement thickness (if information is available), pavement markings, pavement strength (if information is available), pavement condition (based on latest PCI inspection), and construction history of airside facilities such as runways, taxiway/taxilane and apron pavements. The most recent ODAV Pavement Management Plan for the airport will be utilized, in addition to a review of existing design drawings.
- Support Facilities – Consultant will summarize and depict the airside support facilities such as airfield lighting, signage, weather reporting equipment, NAVAIDS, fuel tanks, and fueling facilities.

Sub-task 4.5.2 – FAA Design Standards

Consultant will summarize and depict known non-standard conditions identified in previous planning studies and any additional conformance issues based on the existing Runway Design Code (RDC) and the approach type/category.

Sub-task 4.5.3 – Airspace and Approach Procedures

Consultant will summarize and depict the latest available information for airspace, airport traffic patterns and procedures, TERPS/Part 77 Airspace, and approach procedures:

- Area Airspace Review - Consultant will summarize and depict Airport airspace.
- Traffic Patterns – Consultant will summarize and depict existing traffic patterns and aircraft operating procedures.

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- TERPS – Consultant will summarize and depict an analysis of any existing or future TERPS surfaces and any obstructions. AGIS data will be used if available for the preliminary analysis, then incorporated into the final ALP drawing set.
- PART 77 Airspace – Consultant will summarize and depict an analysis of existing FAR Part 77 surfaces and any existing obstructions. AGIS data will be used if available for the preliminary analysis, then incorporated into the final ALP drawing set.
- Approach Procedures – Consultant will summarize and depict existing approach procedures and any known deficiencies.

Product: A summarization and depiction of relevant content.

Task 4.6 – Evaluate and Present the Existing Airport Administration Elements

Consultant will evaluate and present an understanding of the issues and opportunities related to the Airport administration elements for use in subsequent phases of the master plan. The following sub-tasks will form the framework for examining the administration elements of the Airport:

Sub-task 4.6.1 – Airport Ownership & Management

Consultant will summarize and depict pertinent information as it relates to the ownership and management of the McMinnville Municipal Airport, which may or may not include the following:

- Airport Ownership
- Airport Maintenance
- Airport Property Leasing

Sub-task 4.6.2 – Relevant State and Federal Regulations

Consultant will summarize and depict pertinent information as it relates to relevant State and Federal regulations governing the McMinnville Municipal Airport, which may or may not include the following:

- Oregon Revised Statutes (ORS)
- Oregon Administrative Rules (OAR)
- Federal Regulatory Standards
- Grant Assurances/Compliance

Sub-task 4.6.3 – Airport Financials

Consultant will summarize and depict financial history for the McMinnville Municipal Airport to include:

- Operating Revenue and Expense Analysis
- Rates and Charges Fee Schedule
- Profit/Loss Analysis

Product: A summarization and depiction of relevant content.

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Task 4.7 – Prepare Existing Conditions Analysis Chapter

Consultant will develop a chapter summarizing the tasks, sub-tasks, and pertinent information outlined above. The draft chapter will provide information for subsequent decisions. This chapter will be submitted to the City, ODAV, and FAA for review and comment.

Product: A narrative and graphical summary of the elements completed within Task 4; the chapter will be revised as necessary based on review comments and will subsequently become chapters of the Airport Master Plan report.

ELEMENT 5 – AVIATION ACTIVITY FORECASTS

Per FAA guidelines, the AMP will include updated activity forecasts including based aircraft, annual aircraft operations, activity peaking, fleet mix, instrument approaches and operations, and distribution between local and itinerant operations to assess the future demand at the Airport. The existing and future critical aircraft will be identified through the forecast update. The base year for data will be CY 2023. Forecasts will focus on the 20-year window, with reporting in the 5-, 10-, 20- and 50- year increments. Recent previous forecasting and airport activity analysis efforts such as the FAA TAF and previous Airport Layout Plan Report Forecasts will serve as reference material during the development of the updated aviation activity forecasts.

Task 5.1 - Prepare Aviation Activity Forecasts

Based on the established baseline of the airport activity data, forecasts of future aviation demand levels will be developed by the Consultant, using trend analysis, market share analysis or similar methodologies. Socioeconomic and airport activity data collected during the existing conditions analysis will be analyzed for input into the forecasting analyses. Updated forecasts will be developed for the following Sub-Tasks:

Sub-task 5.1.1 – Based Aircraft

Consultant will summarize and depict pertinent information as it relates to the forecast number of based aircraft (single engine, multi-engine piston, single/multi-engine turboprop, business jets, air tankers, historic aircraft, helicopters, and other aircraft (light sport aircraft, gliders, ultralights). Forecast based aircraft fleet will be further organized by Runway Design Code (RDC) and operating weight.

Sub-task 5.1.2 –Aircraft Operations

Consultant will summarize and depict pertinent information as it relates to the forecast number of annual aircraft operations including mix of general aviation itinerant and local operations; commercial operations; and military operations. The distribution of fixed wing and helicopter operations will be included for each forecast year.

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Sub-task 5.1.3 – Activity Peaking

Consultant will summarize and depict pertinent information as it relates to the forecast aviation activity peaking (peak month, design hour, peak hour operations).

Sub-task 5.1.4 – Fleet Mix

Consultant will summarize and depict pertinent information as it relates to the forecast of the fleet mix for preferred aircraft operations forecast by RDC and weight.

Sub-task 5.1.5 – Critical Aircraft

Consultant will summarize and depict pertinent information as it relates to the forecast critical aircraft for each forecast year. Based on existing and future aircraft operations forecasts, the Consultant will determine the existing and future critical aircraft (500 annual operations, including local and itinerant, excluding touch and go's). The existing and future critical aircraft will determine the existing and future airport reference code, upon which FAA design standards are predicated.

Product: Preparation of general aviation forecasts in 5-year intervals for the 20-year planning period.

Task 5.2 – Preferred Forecasts

Based on a review of the updated forecasts and TAF projections, the Consultant will recommend a “preferred forecast” for the update. The City, with input (as desired) from stakeholders and the Consultant, will identify the preferred forecasts to be carried forward to develop scenarios for future facilities.

Product: The selection of a preferred forecast scenario.

Task 5.3 - Develop Forecast Chapter

Consultant will develop a chapter summarizing the tasks, sub-tasks, and pertinent information outlined above. The draft chapter will provide information for subsequent decisions. This chapter will be submitted to the City, ODAV, and FAA for review and comment.

Product: A narrative and graphical summary of the forecasting analysis and preferred aviation activity forecasts; the chapter will be revised as necessary based on review comments and will become a chapter of the Airport Layout Plan Update report.

Task 5.4 - Forecast Approval

The FAA Seattle Airports District Office (ADO) will review forecasts of aviation demand. Based on its review, the ADO will approve the forecasts and existing and future critical aircraft as submitted, or provide comments and request revisions to be made by the Consultant (for subsequent review by the FAA Seattle ADO).

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The FAA spreadsheets, “Comparison to TAF” and “Forecast Summary” will be included in the forecast chapter appendix. The forecast spreadsheets may be found at the FAA web site: <http://apo.faa.gov/Contracts/AF1.DOC>, then click on “excel format.”

Product: FAA approval of Aviation Activity Forecasts for use in subsequent tasks.

Note: This element will serve as a baseline for consideration, analysis, and recommendation conducted as part of other Study elements. Aviation Activity Forecasts element documentation will be presented as part of the Study. As this element serves as a basis for subsequent Study elements, the Consultant will perform no effort and incur no expense for other elements related to the Aviation Activity Forecasts until the City has received approval and acceptance of this Aviation Activity Forecasts element.

ELEMENT 6 – FACILITY REQUIREMENTS

The facility requirements will focus on the facility improvements needed to safely and efficiently accommodate projected demand for the twenty-year planning period (2023-2043) consistent with current FAA standards.

Task 6.1 – Define Updated Airfield Design Standards and Analyze Airfield Conformance

The Consultant will conduct an evaluation of the forecast critical aircraft and appurtenant FAA airport design standards and FAR Part 77 airspace standards based on the existing approach type/category for each runway end. Any non-conforming items will be documented. Non-standard items will be addressed in the airport development alternatives evaluation.

Product: Identification of any non-conforming facility configuration based on existing and future RDC.

Task 6.2 – Define Landside Elements Requirements

Based on the existing conditions analysis, forecasts of aviation activity, demand considerations, and input from the City and PAC, the Consultant will summarize and depict a series of facility requirements necessary to satisfy future demand and address any issues identified in the Landside Elements analysis, which may include the following:

- Utilities
- Local Emergency Medical/Fire Services (EMS)
- Airport Perimeter Fencing
- Airport Surface Road Access, Vehicle Parking, and Pedestrian Access
- General Aviation (GA) Terminal Areas
- Hangars

Product: Formulation of “landside elements” facility requirements to serve as a guide for the preparation of the development alternatives.

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Task 6.3 – Define Airside Elements Requirements

Based on the existing conditions analysis, forecasts of aviation activity, demand considerations, and input from the City and PAC, the Consultant will summarize and depict a series of facility requirements necessary to satisfy future demand and address any issues or opportunities identified in the Airside Elements analysis, which may include the following:

- Airside Facilities Requirements
- FAA Design Standards
- Airspace and Approach Procedures

Product: Formulation of “airside elements” facility requirements to serve as a guide for the preparation of the alternatives analysis.

Task 6.4 – Develop Facility Requirements Chapter

The Consultant will develop a chapter describing the tasks outlined above. The chapters will be submitted to the City, ODAV, and FAA for review and comment.

Product: A narrative and graphical summary of the facility requirements; the chapter will be revised as necessary based on review comments and will become a chapter of the report.

ELEMENT 7 – ALTERNATIVES ANALYSIS

In coordination with the public involvement process, the purpose of this element is to evaluate the effects of the proposed development solutions identified in the facility requirements in the form of airport development alternatives, thus providing the technical basis necessary for selecting a “preferred” development plan for the airport.

Task 7.1 – Identify and Prepare Alternatives

Consultant will, based on the facility requirements, prepare, and depict potential airport development alternatives for community and regulatory agency discussion.

- Three (3) airside development options.
- Three (3) landside development options.
- A no-action option will be prepared for evaluation.

The airport development alternatives will be prepared using an aerial photo base and AGIS data, when available, combined with the electronic file for the Airport Layout Plan that depicts existing conditions.

Task 7.2 – Evaluation of Development Alternatives

Consultant will develop a detailed evaluation to summarize and depict a comparison of the merits and deficiencies of the development alternatives under consideration. An evaluation matrix will be

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prepared to compare the composite rankings of each alternative. Factors to be considered in the evaluation include:

Ability to Serve Forecast Demand: Each alternative will be evaluated to determine its ability to meet forecast demand levels within accepted performance standards such as aircraft delay and airport user convenience. These evaluations will be performed for each type of facility and will be aggregated to permit comparison. The results of this evaluation process will be quantified to the extent possible for use in the evaluation matrix.

Airport Design Standards: Each alternative will be evaluated toward FAA airport design standards. Potential approach obstructions and required mitigation, if any, will be identified. Potential impacts on existing airport or tenant facilities will be addressed.

Airspace Compatibility: Using the airspace requirements developed earlier and the forecasts of aviation activity, potential impacts to airspace and related operations will be evaluated for each alternative. This will include VFR airport traffic patterns, existing instrument approach and departure (TERPS) surfaces.

Land Use, Transportation, and Environmental Compatibility: The proposed development alternatives will be evaluated to determine the impact on local land use, local transportation systems, and the environment (the environmental analysis will generally be a high level overview of the relevant NEPA impact categories).

Product: A summarization and depiction of the evaluation of airside and landside development alternatives presented.

Task 7.3 – Runway Protection Zone (RPZ) Analysis

Consultant shall identify and summarize the relevant information from the FAA’s Interim Guidance on Land Uses Within a Runway Protection Zone, FAA Airport Design Advisory Circular (AC) 150/5300-13B, 14 CFR Part 77.

Identify and Evaluate Existing and Future RPZ Deficiencies

Consultant shall prepare a summary and depiction of relevant existing and future RPZ deficiencies to be addressed in the RPZ Alternatives Analysis. RPZ deficiencies to be considered include:

- Roadways and bridges
- Buildings and structures
- Recreational land use
- Fuel storage facilities
- Hazardous material storage
- Wastewater treatment facilities
- Above-ground utility infrastructure, including any type of solar panel installations

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- Wildlife hazard attractants such as retention ponds or municipal landfills

Prepare RPZ Assessment Summary

Consultant shall develop a chapter summarizing RPZ requirements and deficiencies as outlined above for City and FAA review and comment. The draft chapter will provide information for subsequent analysis and decisions.

Product: A narrative and graphical summary of RPZ requirements and the existing and future RPZ deficiencies.

RPZ Alternatives Analysis

Consultant shall prepare preliminary development alternatives to address RPZ deficiencies based on previous work product and input from the City and FAA. The RPZ alternatives will be merged in with the airside alternatives providing a total of three alternatives to accommodate both the airside and RPZ improvements.

Areas of emphasis for analysis of alternatives shall include:

- A description of each alternative including a narrative discussion and exhibits or figures depicting the alternative.
- A practicability assessment of the feasibility of the alternative in terms of cost, constructability, and other factors.
- Identification of all Federal, State, and local transportation agencies involved or interested in the issue.
- Analysis of the specific portion and percentages of the RPZ affected, drawing a clear distinction between the Central Portion of the RPZ versus the Controlled Activity Area, and clearly delineating the distance from the runway end and runway landing threshold.
- Analysis and identification of issues affecting sponsor control of the land within the RPZ.

Product: Graphical depictions of airside alternatives and summary of analysis.

Select Preferred RPZ Development Alternative

Consultant shall provide a recommendation for the preferred development alternative based on FAA and City review and comment of the preliminary development alternatives. A preferred alternative will be recommended with a description of the basis for the preference over the other alternatives. The recommendations will be presented to the City for final review and approval. The preferred alternative will be consistent with all applicable FAA technical standards and regulations unless FAA agrees to a modification of standards in their approval of the preferred alternative.

Product: Consultant shall provide a graphic depiction and narrative description of the preferred

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alternative.

Task 7.4 – Recommended Preferred Development Alternative

Consultant will facilitate a discussion amongst key stakeholders and PAC members per the public involvement process to identify a recommended preferred development alternative for the McMinnville Municipal Airport.

Product: A summarization and depiction of the recommended preferred development alternative.

Task 7.5 – Noise Contours (Runway 4/22)

The Consultant will complete a noise analysis, resulting in noise contours that are representative of the existing base year at existing Airport conditions/configuration, and future 5-year and 20-year contours at the future (Preferred Alternative) airfield configuration identified in the Development Alternatives chapter. The analysis will only consider aircraft-generated noise including takeoffs, landings, touch and go operations, and run-ups. The contours will be developed using the FAA’s Aviation Environmental Design Tool (AEDT) version 3E.

Future noise contours will utilize data from FAA-approved activity forecasts within the Airport Master Plan. Data needed to generate the existing and future noise contours include current and forecast (FAA approved) operations of aircraft and aircraft fleet mix. Common aircraft flight tracks, flight profiles, runway use, day and night activity distributions, and typical operational procedures will be reviewed to ensure that the noise contours accurately reflect actual conditions.

The 65 DNL and higher noise contours will be generated for each contour run. Federal noise standards recognize 65 DNL as the threshold for evaluating noise impacts, which will be noted on all figures or drawings depicting noise contours.

Future noise contours will utilize data from FAA-approved activity forecasts within the Airport Master Plan. Data needed to generate the existing and future noise contours include current and forecast (FAA approved) operations of aircraft and aircraft fleet mix. Common aircraft flight tracks, flight profiles, runway use, day and night activity distributions, and typical operational procedures will be reviewed to ensure that the noise contours accurately reflect actual conditions.

Note: This Scope does not include conducting Part 150 noise study and does not include noise monitoring. Noise contours will consider only McMinnville Municipal Airport, and will not include noise of overflights, automobiles, trucks, equipment, roads, industrial and commercial activity, and traffic at other airports.

Product: A summarization and depiction of the preferred development alternative’s potential environmental impacts and Airport noise contours existing and future conditions (current, 5 year, and

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20 year).

Task 7.6 – Prepare Development Alternatives Chapter

The Consultant will develop a chapter describing the tasks outlined above. This chapter will be submitted to the City, ODAV, and FAA for review and comment as described in the Public Involvement Element.

Product: A narrative and graphical summary of the alternatives analysis; the chapter will be revised and/or amended as necessary based on review comments and will become a chapter of the report.

Task 7.7 – Confirm Preferred Development Alternative

Based on review and comment of the preliminary development alternatives presented in the chapter, the City of McMinnville will select a preferred development alternative for the Consultant to proceed on with Implementation phase of the master plan. The preferred alternative may include elements from one or more of the preliminary development alternatives, or may include refinements that were created during the evaluation of the preliminary alternatives. Comments provided by the master plan PAC, FAA, City, ODAV, airport users and tenants, and the public will be documented and summarized in memo form by the Consultant. A preferred alternative will be recommended with a description of the basis for the preference of the alternative over the others. The recommendations will be presented to the City for final review and approval of the preferred alternative. As noted earlier, the preferred alternative must be consistent with all applicable FAA technical standards and regulations.

Product: The City's selected preferred development alternative to be reflected in graphic depiction and narrative description.

ELEMENT 8 –CAPITAL IMPROVEMENT PLAN (CIP)

The Consultant will work closely with the City to identify key development priorities to be reflected in the updated CIP. The cost of each project will be listed with the amount of anticipated FAA and ODAV funding defined based on current funding eligibility. The CIP will provide an annual breakdown of projects for the short-term period (years 1-5); then overall groupings of projects provided for the intermediate (years 6-10) and long-term (years 11-20) periods.

Task 8.1 – Prepare CIP Spreadsheet

The Consultant will prepare a 20-year Airport CIP, which will include recommended phases of development, estimates of cost for each improvement, possible funding sources, including an evaluation of the airport's predicted available FAA grant funding based on current funding legislation. The CIP will also estimate local expenses associated with project implementation that are not typically eligible for FAA funding.

The short-term period of the CIP (years 1-5) will be organized with prioritized annual project listings;

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projects included in the intermediate and long-term periods will be prioritized within the overall timeframe. A phasing diagram will identify each development and major pavement maintenance project programmed in the 20-year planning period.

Product: A 20-year CIP (in spreadsheet form and project phasing diagram, with associated text).

Task 8.2 – Prepare CIP Chapter

The Consultant will develop a chapter describing the tasks outlined above. This chapter will be submitted to the City, ODAV, and FAA for review and comment as described in the Public Involvement Element.

Product: A narrative and tabular summary of the implementation plan. The chapter will be revised and/or amended as necessary based on review comments and will become a chapter of the report.

ELEMENT 9 - AIRPORT LAYOUT PLAN DRAWINGS

The previous Airport Layout Plan drawing set will be replaced (redrawn), to reflect current conditions, updated master plan development recommendations, and all applicable FAA requirements. The major projects proposed in the Capital Improvement Program (CIP) will be shown on the ALP in schematic form. All drawings will be created in AutoCAD Version 2018 and formatted with color imaging and use of color aerial photography and AGIS data, developed according to FAA SOP 2.00 and 3.00.

ALP Drawing Set Submittals

1. Preliminary Draft ALP Drawing Set (1 copy to the City, and 1 copy to FAA Seattle ADO for informal coordination with FAA ALP Checklist).
2. Draft ALP Drawing Set (3 printed copies to the FAA Seattle ADO for airspace review).
3. Final ALP Drawing Set (3 signed printed copies); 1 electronic copy to FAA, ODAV, and City.

The Consultant will be responsible for submitting a signed copy of the FAA ALP checklist with copies of the draft ALP submittal to the FAA. Following completion of FAA and local review, the Consultant will make all necessary revisions; comments provided by City staff, the PAC, and others will be addressed during the same revision period.

Task 9.1 - Airport Layout Plan

An Airport Layout Plan (ALP) drawing shall be prepared in accordance with the findings, recommendations and approvals resulting from the study. The ALP shall be developed utilizing the data collected and exported into AutoCAD, Version 2018. Additionally, the ALP will be compatible with the file format currently used by the City.

The Airport Layout Plan will contain the information as required in FAA Advisory Circular 150/5300-13B, and the most current FAA SOP 2.00 and SOP 3.00. The Airport Layout Plan will contain sufficient data to obtain approvals from the FAA. The Airport Layout Plan will be depicted as a black and white

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line drawing with color, as needed, to help differentiate the line work and hatching.

Product: Preparation of an Airport Layout Plan in AutoCAD format, compatible with the file format currently used by the City.

Task 9.2 – On-Airport Individual Area Plans

Individual Area Plans will be prepared to depict the existing and proposed facilities for various areas within airport property. The plans will generally be comprised of, but not limited to existing general aviation facilities and any new general aviation areas (locations to be determined through master plan evaluation). Facilities that will be shown on the drawings include:

- A. Apron Configuration and Aircraft Parking Positions (based and itinerant aircraft, including helicopter parking positions);
- B. Aircraft Taxiways and Taxilanes;
- C. FBO and Aircraft Fueling Facilities;
- D. Access Roadways and public vehicle parking; and
- E. Security Fencing and Gates.

Product: Individual Area Plans projecting development consistent with the ALP drawing, but in greater detail.

Task 9.3 - Airport Airspace Drawing (FAR Part 77)

The FAR Part 77 drawing depicts the plan view of the ultimate FAR Part 77 imaginary surfaces for the airport. The existing and future full-length approach plan and profile views to each runway end. Any obstructions will be listed, the amount of penetration determined (using AGIS data) and their proposed disposition will be identified. Fifty-foot contour intervals will be shown for all FAR Part 77 imaginary surfaces for full length of all approach surfaces. NOS Obstruction Chart and AGIS obstruction data will be incorporated into the drawing, as appropriate. USGS quadrangle maps or AGIS data will be utilized for the base layer on the Part 77 plan view.

Product: A FAR Part 77 airspace plan drawing for the airport

Task 9.4 - Runway Protection Zone (RPZ)/Inner Approach Plan and Profile Drawings

Drawings will be prepared that show the plan view of the Runway Protection Zones (RPZ) and plan and profile views of the inner portion of the runway approach surface for each runway end. In addition, obstacle clearance surfaces (OCS) or TERPS instrument runway departure surfaces will be depicted, as applicable. Any obstructions within the RPZ or the other noted surfaces will be identified and a recommended disposition will be provided. Aerial photography and AGIS data may be used to develop these drawings. This drawing may be combined with other drawings.

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Product: A Runway Protection Zone/Approach Plan and Profile drawing that shows the RPZs for each runway end at the airport.

Task 9.5 - Approach Plan and Profile for Each Runway End

Drawings will be prepared that show the existing and future full approach plan and profile for the approaches to each runway. In addition, obstacle clearance surfaces (OCS) or TERPS instrument runway departure surfaces will be depicted, as applicable. Any obstructions within the approaches will be identified and a recommended disposition will be provided. This drawing may be combined with other drawings. USGS maps and AGIS data will be utilized.

Product: An Approach Plan and Profile drawing that shows the Part 77 approaches for each runway end. The ultimate Part 77 approach plan and profile will be prepared for the most critical airfield configuration (existing or ultimate). TERPS instrument runway departure surfaces will also be depicted if applicable.

Task 9.6 – Threshold Siting Surface Drawing for Each Runway End

A Threshold Siting Surface Drawing will be prepared based on the findings and recommendations reflected in the preferred alternative. A plan showing the existing and ultimate threshold siting surface will be developed for each runway end. Plan and profile views of each area will be developed identifying all physical obstructions. Obstruction heights and locations will be noted based on AGIS data. Any obstruction requiring removal or relocation to meet FAA standards will be noted and an action plan identified. This drawing may be combined with other drawings, if appropriate.

Product: A Threshold Siting Surface drawing depicting the surfaces for each runway end.

Task 9.7 – On-Airport Land Use Plan

The Land Use Plan drawing will depict existing and recommended uses of all land within the ultimate airport property. Current zoning designations for the Airport will also be depicted. The Land Use Plan will be illustrated on a drawing (same sheet size and scale as the ALP) and described within the body of the Master Plan document. The Consultant will work with the City and County during the development of the On-Airport Land Use Plan to ensure accurate depiction of existing and proposed land uses.

The airport layout plan and on-airport land use plan drawings are intended to provide a clear path for effective and efficient facility development based on anticipated demand, while providing airport management adequate flexibility to refine facility configurations as needed to respond to changing market conditions.

Product: An On-Airport Land Use Plan for all land within the ultimate airport property.

Task 9.8 – Off-Airport Land Use Plan

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The Off-Airport Land Use Plan drawing will depict existing and recommended uses of all land in the vicinity of the airport, generally identified as that area surrounding the airport, generally within ½-mile of the facility. Land uses will be depicted by comprehensive plan land use categories, including such as agriculture, residential, industrial, commercial, open space, aviation-related, public, etc. Current zoning designations may also be depicted.

Off-airport land use will be illustrated on a drawing (same sheet size as the ALP) and described within the body of the Master Plan document. Any findings found in this study effort will be incorporated into the environs land use recommendations, which will be provided to any affected governmental entity near the Airport. The Consultant will work with City and County planning during the development of the Off-Airport Land Use Plan drawing to ensure that recommendations needed to implement any changes in land use designations or zoning have been shared with local planning agencies. It is noted that master plan addresses a 20-year planning horizon that does not typically require immediate implementation for all action items.

Product: An Off-Airport Land Use Plan for lands in the vicinity of the airport.

Task 9.9 – Airport Property Map

An Airport Property Plan Map will be prepared depicting property ownership, aviation and surface easements. The current airport boundary along with detailed parcel information (grantor, grantee, type of interest, acreage, book & page, date of recording, and appropriate FAA project application numbers if applicable) is to be provided to the Consultant by the City or secondary sources. The Airport Property Plan Map will be prepared in accordance with FAA SOP 3.0.

Note: The scope does not include a title search or property boundary survey. Best available information will be used, provided by the City and/or County.

Product: Airport Property Plan Map

ELEMENT 10 - RECYCLING AND SOLID WASTE MANAGEMENT PLAN

The FAA Modernization and Reform Act of 2012 (FMRA) extended the FAA Airport Improvement Program through 2015. Along with the reauthorization of the program, FMRA included a number of changes to the AIP program. One such change is the requirement of airport sponsors to develop a recycling and solid waste management plan. The scope must be consistent with applicable State and local recycling laws and must include the following:

- 1 *A waste audit;*
- 2 *The feasibility of solid waste recycling at the airport;*
- 3 *Minimizing the generation of solid waste at the airport;*

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- 4 *Operation and maintenance requirements;*
- 5 *The review of waste management contracts; and*
- 6 *The potential for cost savings or the generation of revenue.*

Task 10.1 – Waste Audit

The Consultant will perform a waste audit of all current sources of waste material currently generated on the airport. The audit will summarize material source, amount, current disposal protocol, and applicable State and Federal requirements for disposal, if any. This will include waste material generated from standard annual operations at the airfield and a basic summary of construction waste material generated through airfield improvement projects.

The waste audit will catalog waste sources including hangar tenants, FBO and maintenance hangar wastes, annual event wastes, deplaned waste, routine airport infield maintenance waste (yard debris), and construction waste generated through projects identified on the 5-year CIP. The waste audit will summarize waste over the busiest summer month and also include estimates for any annual events. The “ownership” and responsibility for recycling or disposal of each waste source will be identified in the audit.

Task 10.2 – Recycling Feasibility

The Consultant will review the waste material identified in the waste audit and evaluate recycling feasibility for each constituent. The consultant will provide a table with a list of waste materials with recommendations for recycling options for each, if applicable.

This task will include contacting local waste management and recycling vendors to understand the availability of recycling for each waste stream and a review of logistical requirements, local ordinances, state requirements, hauler and landfill requirements, and associated costs. The findings of this review will be summarized to identify current practices, opportunities, and barriers to recycling at the airport.

Task 10.3 – Plan to Minimize Solid Waste Generation

The Consultant will work with the Airport Sponsor to develop a plan to minimize solid waste generation on the airport. The consultant will utilize the list of solid waste constituents generated in the waste audit and provide recommendations for waste reduction opportunities for each, as applicable. The plan will include the following elements:

- A. Waste reduction policy and goals statement;
- B. Waste tracking protocols, recycling effectiveness, and reporting;
- C. Summary of lease requirements, local ordinances, development specifications related to waste reductions, and purchasing policies;
- D. Summary of physical constraints and requirements for recycling best practices;

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Task 10.4 –Operational and Maintenance Requirements

The Consultant will review operational and maintenance activities that produce waste materials and evaluate opportunities to reduce, reuse, or recycle materials generated from these activities. A summary will be provided that includes each category of waste and who is responsible for the costs, maintenance of equipment, and overall implementation of the plan for each type of waste.

Task 10.5 – Review Waste Management Contracts

The Consultant will review existing waste management contracts for the airport and airport users and tenants to identify cost saving and recycling opportunities for waste materials generated at the airport. This will include a review of current contracts including janitorial contracts, tenant leases, and standard contract specifications for all maintenance and development projects. It will also include a review of current contracts for waste management including the hauling contract, and landfilling contract to identify opportunities for recycling through existing and other locally available providers.

Task 10.6 – Potential for Cost Savings or Revenue Generation

The Consultant will review all elements related to the generation, reuse, recycling, and disposal of all waste materials generated on the airport and evaluate and provide recommendations for costs savings or revenue generation.

This section will include the following tasks:

- A. Plan for future development projects including hangar construction, tenant improvements, landside and airside facility development and rehabilitation projects.
- B. Opportunities for periodic review to identify if market dynamics have changed (i.e., glass recycling pick up becomes available for the airport area.);
- C. Recommendations for implementation including immediate actions, short term implementation, and ongoing actions triggered by events or projects. This will also include recommendations for modifications to project specifications and airport contracting procedures to require recycling, as appropriate, for future projects and agreements.
- D. Summary of cost savings or revenue generation at the airport through the implementation of the plan.

Task 10.7 - Prepare Recycling and Solid Waste Management Plan Chapter

The Consultant will develop a chapter describing the tasks outlined above. This chapter will be submitted to the City, ODAV, and FAA for review and comment as described in the Public Involvement Element.

Product: Preparation of an Airport Recycling and Solid Waste Management Plan chapter will be provided to the City, ODAV, FAA, and PAC members.

ELEMENT 11 – AIRPORT MASTER PLAN IMPLEMENTATION AND TIMELINE

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Task 11.1 – Strategy

Identify strategy for implement of capital improvements to facilitate both commercial and private use of the airport including best and worst case timelines.

Task 11.2 – Financial Estimate

Develop a cost estimate for full buildout of preferred alternatives.

Task 11.3 – Grant Availability

Identify which parts of capital improvements may be grant funded. Identify additional grant alternatives beyond FAA and ODA grants.

ELEMENT 12 - REPORTS AND DOCUMENTATION

Task 12.1 – “Preliminary” Draft ALP Set

In order to address any concerns from the City or the FAA prior to the public meeting for the ALP presentation, a draft ALP set will be prepared for FAA and Sponsor preliminary review and comment. Formal reviews will be conducted following the preliminary coordination.

Product: “Preliminary Draft” Airport Layout Plan Set will be provided to the City.

Task 12.2 - Draft Airport Master Plan Report and Draft ALP Drawing Set

To ensure proper coordination of the planning effort and assure agreement between the Consultant, Sponsor and FAA, a Draft Airport Master Plan Report and Draft ALP drawing set will be submitted for formal review. The draft report will contain all preliminary chapters (revised based on comments provided on original drafts), ALP drawings and the financial evaluation. The draft documents and plans will be submitted to the FAA for review and coordination with the appropriate FAA divisions (Air Traffic, etc.).

Product: “Draft” Airport Layout Plan Set and “Draft” Airport Master Plan Report will be provided to the City, FAA, and ODAV.

Task 12.3 - Final Report and ALP Drawing Set

The Final Airport Master Plan Report and ALP drawings set will be prepared and distributed based on comments received from the FAA final coordination/review process and any subsequent comments received from the Sponsor. This will be the final publication of the report and plans set.

Product: “Final” Airport Layout Plan Set and “Final” Airport Master Plan Report will be provided to the City, FAA, and ODAV.

Task 12.4 – Summary of Products to FAA

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<u>Product:</u>	<u>Quantity</u>
Chapters/Draft Chapters	1 – PDF (of each chapter)
Draft Final Update Report	1 – PDF
Preliminary Draft ALP Print Sets & FAA Checklist	1 – PDF
Draft ALP Set & FAA Checklist	3 – Printed & 1 – PDF
Final ALP Set	2 – Printed & 1 – PDF
Final ALP CADD Files	1 – PDF
Final Update Report	1 – Printed & 1 – PDF

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Task 12.5 – Summary of Products to Sponsor

The items listed below include distribution to the Planning Advisory Committee (PAC), ODAV, and City staff. All draft electronic documents will be distributed through links to the Consultant or City project webpage. Final electronic files will be provided both through website links and with physical storage media (flash drive).

<u>Product:</u>	<u>Quantity</u>
Chapters/Draft Chapters	1 – PDF (of each chapter)
Draft Final Update Report	1 – PDF
Preliminary Draft ALP Print Sets & FAA Checklist	1 – PDF
Draft ALP Set	1 – PDF
Final ALP Set	2 – Printed & 1 – PDF
Final ALP CADD Files	1 – PDF
Final Update Report	2 – Printed & 1 – PDF

Exhibit B

2023 McMinnville Municipal Airport - Airport Master Plan		Century West Engineering Corp.										Subconsultants	
		Principal In Charge	Project Manager	Senior Airport Planner	Airport Engineer	Assistant Planner	CADD Technician	Admin. Support	Hours	Total Labor	Expenses		
Charge Rates		\$262.00	\$159.00	\$209.00	\$140.00	\$100.00	\$128.00	\$107.00					
Task	Task Description												
Element 1 STUDY INITIATION, SOW, AND PROJECT MANAGEMENT													
1.1	Refine Scope of Work, Budget and Schedule	1	8	2	0	0	0	2	13		\$2,166.00		
1.2	Coordination and Control/ Project Management	17	56	40	0	0	0	40	152		\$25,736.00		
	Task Budget:	17	64	42	0	0	0	42	165		\$27,902.00	\$0.00	\$0.00
Element 2 PUBLIC INVOLVEMENT PROCESS													
2.1	Stakeholder Coordination												
2.1.1	Prepare List of Agency Stakeholders	0	2	0	0	0	0	0	2		\$318.00		
2.1.2	Identify Planning Advisory Committee (PAC) Members	0	2	2	0	0	0	0	4		\$736.00		
2.1.3	City Staff Coordination	10	20	20	0	0	0	4	54		\$10,408.00		
2.2	Planning Advisory Committee (PAC) Meetings												
2.2.1	Conduct PAC #1 (Includes Travel Time for 2 consultants including virtual setup)	1	8	16	0	2	0	8	35		\$5,934.00		
2.2.2	Conduct PAC #2, #3, and #4 (Includes Travel Time for 2 consultants including virtual setup)	3	24	48	0	6	0	6	87		\$15,876.00		
2.2.3	Conduct PAC #5 (Includes Travel Time for 2 consultants including virtual setup)	1	8	16	0	2	0	8	35		\$5,934.00		
2.3	Project Meetings												
2.3.1	Public Open Houses (in-person)	0	2	4	0	2	0	2	10		\$1,568.00		
2.3.2	Federal Agency Coordination (virtual)	4	4	4	0	0	0	0	12		\$2,520.00		
2.4	Public Notice and Data Distribution												
2.4.1	Public Meeting Notices/Press Releases	0	5	0	0	0	0	5	10		\$1,330.00		
2.4.2	Website Content	0	8	8	0	0	0	16	32		\$4,656.00		
2.4.3	Project Information Questionnaires	0	2	4	0	0	0	1	7		\$1,261.00		
2.4.4	Public Meeting Summary Notes and Comment List	0	5	5	0	0	0	1	11		\$1,947.00		
	Task Budget:	19	90	127	0	12	0	51	299		\$52,488.00	\$0.00	\$0.00
Element 3 AGIS Survey													
3.1	AGIS Survey (Subtasks 3.1.1, 3.1.2, 3.1.3 included in subcontractor fee)	0	4	14	0	0	48	0	66		\$9,706.00		\$50,000.00
3.2	Supplemental Information for Airport Layout Plan	0	4	8	0	0	32	0	44		\$6,404.00		
	Task Budget:	0	8	22	0	0	80	0	110		\$16,110.00	\$0.00	\$90,000.00
Element 4 EXISTING CONDITIONS													
4.1	Develop Report Introduction Chapter	0	2	8	0	24	0	4	38		\$4,818.00		
4.2	Data Collection and Inventory	0	1	16	0	16	24	0	57		\$8,175.00		
4.3	Evaluate and Present the Existing Regional Settings of the Airport												
4.3.1	Location and Vicinity	0	1	2	0	2	0	2	7		\$991.00		
4.3.2	Airport History, Role, and Area Airports Contextual Analysis	1	1	4	0	4	0	0	10		\$1,657.00		
4.3.3	Evaluate Historical and Existing Airport Operational Data	0	1	3	2	4	0	0	10		\$1,466.00		
4.3.4	Community Socio-economic Data	0	1	2	0	4	0	0	7		\$977.00		
4.3.5	Relevant Studies	0	1	8	0	8	0	2	19		\$2,845.00		
4.3.6	Environmental Data	0	2	4	0	12	0	0	18		\$2,354.00		\$20,000.00
4.3.7	Local Surface Transportation System	0	2	4	0	3	4	0	13		\$1,966.00		
4.3.8	Land Use Analysis	0	2	4	0	3	4	0	13		\$1,966.00		
4.4	Evaluate and Present the Existing Landside Elements of the Airport												
4.4.1	Utilities	0	1	2	2	4	4	2	15		\$1,983.00		
4.4.2	Local Emergency Medical/Fire Services (EMS)	0	1	2	0	4	2	0	9		\$1,233.00		
4.4.3	Airport Perimeter Fencing	0	2	4	0	4	4	0	14		\$2,066.00		
4.4.4	Airport Surface Road Access, Vehicle Parking, and Pedestrian Access	0	2	4	0	4	2	0	12		\$1,810.00		
4.4.5	General Aviation (GA) Terminal Areas	1	2	4	0	8	2	2	19		\$2,686.00		
4.4.6	Hangars	0	2	4	0	8	2	0	16		\$2,210.00		
4.5	Evaluate and Present the Existing Airside Elements of the Airport												
4.5.1	Airside Facilities	2	4	12	0	16	4	4	42		\$6,208.00		
4.5.2	FAA Design Standards	0	4	4	0	8	8	2	26		\$3,510.00		
4.6	Evaluate and Present the Existing Airport Administration Elements												
4.6.1	Airport Ownership & Management	0	2	4	0	2	0	2	10		\$1,568.00		
4.6.2	Relevant State and Federal Regulations	0	2	4	0	2	0	2	10		\$1,568.00		
4.6.3	Airport Financials	0	2	16	0	32	0	2	52		\$7,076.00		
4.7	Prepare Existing Conditions Analysis Chapter	2	3	24	0	40	8	26	103		\$13,823.00		
	Task Budget:	6	41	139	4	212	68	50	520		\$72,956.00	\$0.00	\$20,000.00
Element 5 AVIATION ACTIVITY FORECASTS													
5.1	Prepare Aviation Activity Forecasts	0	2	20	0	32	0	0	54		\$7,698.00		
5.1.1	Based Aircraft	0	1	2	0	4	0	0	7		\$977.00		
5.1.2	Aircraft Operations	0	1	4	0	4	0	0	9		\$1,395.00		
5.1.3	Activity Peaking	0	1	4	0	4	0	0	9		\$1,395.00		
5.1.4	Fleet Mix	0	1	2	0	4	0	0	7		\$977.00		
5.1.5	Critical Aircraft	0	1	4	0	4	0	0	9		\$1,395.00		
5.2	Preferred Forecasts	0	1	4	0	8	0	0	13		\$1,795.00		
5.3	Develop Forecast Chapter	2	4	16	0	24	0	8	54		\$7,760.00		
	Task Budget:	2	12	56	0	84	0	8	162		\$23,392.00	\$0.00	\$0.00
Element 6 FACILITY REQUIREMENTS													
6.1	Define Updated Airfield Design Standards and Analyze Airfield Conformance	0	2	16	0	18	16	4	56		\$7,938.00		
6.2	Define Landside Elements Requirements	0	1	2	0	4	0	0	7		\$977.00		
6.3	Define Airside Elements Requirements	0	1	2	0	4	0	0	7		\$977.00		
6.4	Develop Facility Requirements Chapter	2	4	32	0	40	8	8	94		\$13,728.00		
	Task Budget:	2	8	52	0	66	24	12	164		\$23,620.00	\$0.00	\$0.00

Date: 8/31/2022

McMinnville Municipal Airport (2023-2028 CIP)

Following is an updated 5-year Capital Improvement Plan (CIP), that incorporates use of anticipated Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grants (AIG) formula allocation to the McMinnville Municipal Airport (MMV). The following CIP list is updated from the FAA CIP letter dated 1/6/2022. BIL spending is shown below **in red**.

5-YEAR PROJECTS & PLANNED FUNDING

Year#	Project Name	NPE*	ST/DI	BIL (\$295k/year for 5 years)	Total
2022	BIL Carry over			\$0	\$0
2023	Fencing & Wind Cone Project - Environmental & Design Phase			\$200,000	\$200,000
2023	Master Plan	\$450,000	\$0/ \$0		\$450,000
2024	Fencing & Wind Cone Project - Construction Phase			\$500,000	\$500,000
2024	AIP Carry Over	\$0	\$0/ \$0		\$0
2025	Pavement Rehabilitation Project – Environmental & Design Phase			\$200,000	\$200,000
2025	Runway 17-35 & Taxiway A Lighting Project - Environmental & Design Phase	\$300,000	\$0/ \$0		\$300,000
2026	Pavement Rehabilitation Project – Construction Phase			\$575,000	\$575,000
2026	Runway 17-35 & Taxiway A Lighting Project – Construction Phase	\$150,000	\$1,525,000		\$1,675,000
2027	AIP Carry Over	\$0	\$0/ \$0		\$0
2028	Pavement Rehabilitation Project - Environmental & Design Phase	\$200,000	\$0/ \$0		\$200,000