



**City Council Meeting Agenda
Tuesday, October 24, 2023
7:00 p.m. – City Council Regular Meeting**

Welcome! The public is strongly encouraged to participate remotely but there is seating at Civic Hall for those who are not able to participate remotely. However, if you are not feeling well, please stay home and take care of yourself.

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

- *Email at any time up to **12 p.m. on Monday, October 23rd** to claudia.cisneros@mcminnvilleoregon.gov*
- *If appearing via telephone only please sign up prior by **12 p.m. on Monday, October 23rd** by emailing the City Recorder at claudia.cisneros@mcminnvilleoregon.gov as the chat function is not available when calling in zoom;*
- *Join the zoom meeting use the raise hand feature in zoom to request to speak, once your turn is up we will announce your name and unmute your mic. **You will need to provide your First and Last name, Address, and contact information (email or phone) to the City.***

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

CITY COUNCIL REGULAR MEETING:

You may join online via Zoom Meeting:

<https://mcminnvilleoregon.zoom.us/j/86818848641?pwd=tHATzHbn9499xmp8GSsBSEcOSSTU6M.1>

Zoom ID: 868 1884 8641

Zoom Password: 295719

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

ID: 868 1884 8641

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

1. CALL TO ORDER & ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATION

- Extra Mile Day Proclamation
- World Polio Day Proclamation
- McMinnville Industrial Promotions (MIP) Day Proclamation

4. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT –

The Mayor will announce that 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.

5. ADVICE/ INFORMATION ITEMS

- Reports from Councilors on Committee & Board Assignments
- Department Head Reports

6. CONSENT AGENDA

- a. Consider **Resolution No. 2023-60**: A Resolution awarding the contract for the City Facility Janitorial Services contract.

7. RESOLUTIONS

- a. Consider **Resolution No. 2023-56**: A Resolution Authorizing the Mayor to sign grant award letters for the Business Assistance Grant Program recipients for a total amount not to exceed \$115,000 for the Program.
- b. Consider **Resolution No. 2023-61**: A Resolution adopting a budget amendment for fiscal year 2023-24 in the General Fund.
- c. Consider **Resolution No. 2023-62**: A Resolution adopting no rate increase for City Service Charge in calendar year 2024.

8. NEW BUSINESS

- a. Consideration on banning public drug consumption.

9. ADJOURNMENT OF REGULAR MEETING



PROCLAMATION

Whereas, McMinnville, Oregon is a community that acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

Whereas, McMinnville, Oregon is a community that encourages its community members to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

Whereas, McMinnville, Oregon is a community that chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

Whereas, McMinnville, Oregon acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2023.

Now, therefore, I, Remy Drabkin, Mayor of the City of McMinnville, Oregon, do hereby proclaim November 1, 2023 as

EXTRA MILE DAY

And I urge each individual in the community to take time on this day to not only “go the extra mile” in their own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

In Witness Whereof, I have hereunto set my hand and caused the official Seal of the City of McMinnville to be affixed this 24th day of October, 2023.

Remy Drabkin, Mayor

PROCLAMATION

Whereas, World Polio Day, Oct 24th, is a day when Rotarians and individuals around the globe focus on eradicating Polio from the World; and

Whereas, When Rotary initiated PolioPlus to eradicate Polio in 1985, 1000 cases a day were reported in 125 countries. In 2023, only 7 cases of wild polio have been reported in a very small mountainous region of Afghanistan and Pakistan. Global Polio Eradication Initiative (GPEI) and endpolio.org; and

Whereas, we recognize that respect for ourselves and others is key to developing healthy relationships at every age and in all circumstances; and

Whereas, Health leaders from the Center of Disease Control and Prevention (CDC), and the World Health Organization (WHO) indicate that 2023 has the real possibility of interrupting wild polio so the world will be certified polio-free in 2026 (CDC/WHO); and

Whereas, Through polio eradication efforts health care systems are improved in countries; other diseases, for example, Ebola, COVID, and malaria, are addressed as well, (GPEI); and

Whereas, When we stop polio, we also prevent post-polio syndrome that affects 25 to 40 percent of polio survivors 15 to 40 years later, (CDC); and

Whereas, In raising awareness of polio we stop a disease that is entirely preventable so no child anywhere will be crippled for life.

NOW, THEREFORE, I, Remy Drabkin, Mayor of the City of McMinnville do hereby proclaim October 24, 2023, to be

WORLD POLIO DAY

To raise awareness that polio is entirely preventable and encourage all to join in this observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the OFFICIAL Seal of the City of McMinnville to be affixed this 24th day of October, 2023.

Remy Drabkin, Mayor



PROCLAMATION

Whereas, the volunteer board known as McMinnville Industrial Promotions (MIP) continues to make contributions in building economic vitality in our state and local economy since their founding in 1953 when forty-five, business and professional leaders pledged their own money to attract new businesses to the community. This volunteer board were not only concerned with business success but the long-term health and vitality of the community; and

Whereas, MIP whose endeavors to support and bring business and industry to McMinnville, are demonstrated by becoming the first industrial development company in the Pacific Northwest to qualify for the Small Business Administration funds and recognized by Governor Tom McCall when nine different industrial projects broke ground in McMinnville in 1969 - the result of MIP's "9 for 69" effort with current success stories continuing to operate, such as: Cascade Steel, a Radius Recycling Company and Skyline Champion. MIP also formed a unique partnership with the City to acquire a \$770,000 federal economic development grant to establish the city's major industrial park infrastructure in 1983, known as the McMinnville Industrial District, and in 2004 brought business leaders together to create in 2006 the McMinnville Economic Development Partnership (MEDP); and

Whereas, these companies, and more, who MIP supports through land development, build to suit facilities, business support expertise and jobs, add to the vitality and prosperity of our community. Such business operations MIP supports include Parker-Meggitt, Casteel Bottling, Betty Lou's, Amerson Precision Sheet Metal, William Henry, Fastenal and Water Right, as well as attracting companies to locate to McMinnville such as ExcelTech, our community has benefitted from their foresight and efforts to build a robust and vital business community in McMinnville; and

Whereas, the volunteer-based organization of visionary leaders, including founding members: Phil Bladine, Chuck Colvin, A.T. Beall, Rudy Windishar, Gale Vinton, Glen C. Macy, Gene Marsh, Forrest Garrigus, Hal Heller, Harper Jamison, Willard Cushing, and R.R. Mains, and current members: Doug Hurl (President MIP), Teresa Smith (VP Commercial Loan, Citizens Bank), Carol Granger (retired, Les' Appliance), Harold Washington (retired, Washington Roofing), Tom Tankersley (retired Tankersly, Wright & Strunk LLC), Deven Paolo (Owner, Solid Form Fabrication), Mike Bissett (retired, City of McMinnville), Chris Huwaldt (Marsh McLennan Agency), Miriam Vargas Corona (Executive Director, Unidos Bridging Community), Kate Gowell (MIP Attorney, Haugeberg, Rueter, Gowell, Fredricks & Higgins, PC), and recently retired members: Skip Huwaldt (Huwaldt Insurance), Ken Patton (Hewlett Packard) -- continue their stewardship devoted to McMinnville's prosperity, and now in their 70th year, MIP has never wavered from their mission.

Now, therefore, I, Remy Drabkin, by the virtue of the authority vested in me as the Mayor of the City of McMinnville, do hereby proclaim October 24, 2023, as

McMinnville Industrial Promotions Day
in recognition of 70 years of supporting
business and industry growth in McMinnville

In Witness Whereof, I have hereunto set my hand and caused the Official Seal of the City of McMinnville to be affixed this 24th day of October 2023.

Remy Drabkin, Mayor



City of McMinnville
Community Development Center
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7312
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: October 24, 2023
TO: Jeff Towery, City Manager
FROM: James Lofton, City Engineer
SUBJECT: Contract Award – City Facility Janitorial Services

Report in Brief:

This action is the consideration of a resolution to award a contract in the amount of \$710,599.04 for a near three-year term with the possibility of two one-year extensions to Garten Service Inc., for the City Facility Janitorial Services. These locations include the following:

- City Hall
- Community Development Center
- Library
- Community Center
- Senior Center
- Public Works
- Water Reclamation Facility
- Aquatic Center
- Public Safety Building
- Civic Hall
- Parking Garage

Background:

The Oregon Forward Program, formerly known as the QRF Program, fulfills a state law supporting meaningful work opportunities for Oregonians living with physical, mental, and developmental disabilities. Through a network of qualified nonprofit contractors, a uniquely skilled and diverse workforce is trained and employed to provide goods and services procured by state and local government agencies. Garten Service Inc. is one of three registered Oregon Forward Contractors that provides janitorial services within Yamhill County. The City's current Janitorial Contract with Garten Services Inc. expires on October 31st, 2023.

Discussion:

On September 14th, 2023 Garten Services Inc. provided pricing sheets for the landscaping services for the eleven locations identified in this project. Garten was the only Contractor who responded with pricing sheets. The other two Contractors cited proximity and ability to take on new work as reasons for not submitting. The results from Garten are tabulated as follows.

City Facility	Cost per year
CITY HALL 230 NE Second Street	\$13,073.04
CDC 231 NE Fifth Street	\$10,458.72
LIBRARY 225 NW Adams Street	\$43,626.36
COMMUNITY CENTER 600 NE Evans Street	\$64,160.04
SENIOR CENTER 2250 NE McDaniel Lane	\$13,627.92
PUBLIC WORKS 1900 NE Riverside Drive	\$5,076.72
WRF 3500 NE Clearwater Drive	\$14,377.68
AQUATIC CENTER 138 NW Park Drive	\$47,772.36
PUBLIC SAFETY BUILDING 121 SW Second Street	\$39,620.64
CIVIC HALL 200 NE Second Street	\$13,196.88
PARKING GARAGE NE 5 th and Evans	\$1,484.28
EXCEPTIONAL SERVICES	\$40.94/hr

Attachments:

1. Resolution No. 2023-60
2. Contract
3. Pricing Sheets

Fiscal Impact:

The total funds for janitorial services and supplies included in the adopted FY23/24 budget are \$298,770.00. The total annual cost for Garten's proposal is \$266,474.64 which falls within budget. Last year's cost was \$263,887.32 (with fire station removed). The minor increase in annual cost is primarily



due to inflation, which is balanced out by some minor scope adjustments. This results in an overall increase of 1% over last year's cost.

Due to contract extensions to last year's contract this contract work will commence on November 1, 2023 and will end on June 30, 2026 for a total contract term of 2years 8months. The standard City Three-year Goods and Services contract will be utilized.

This three-year term contract can be extended up to two times, one year per renewal, upon mutual agreement from both the City and Garten Services, Inc.

Recommendation:

Staff recommends that the City Council award the contract for the City Facility Janitorial Services, to Garten Services Inc., at the prices outlined in the Contractor's Proposal, with a total annual cost of \$266,474.64 and a total term (2yrs 8mo) cost of \$710,599.04.

RESOLUTION NO. 2023-60

A Resolution awarding the contract for the City Facility Janitorial Services contract.

RECITALS:

Whereas, The Oregon Forward Program, formerly known as the QRF Program, fulfills a state law supporting meaningful work opportunities for Oregonians living with physical, mental, and developmental disabilities; and

Whereas, Garten Service Inc. is one of three registered Oregon Forward Contractor that provides janitorial services within Yamhill County; and

Whereas, Garten Service Inc. is the only registered Oregon Forward Contractor that provided quote for services requested; and

Whereas, The funds for the City Facility Janitorial Services are included in the adopted FY23/24 with \$298,770.00 budgeted and a cost of \$266,474.64.

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

1. That entry into a Goods and Services Contract with Garten Services, Inc. in the amount of \$710,599.04 for a near three-year term or \$266,474 per year for the City Facility Janitorial Services, is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the Standard Public Contract.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 24th day of October, 2023 by the following votes:

Ayes: _____

Nays: _____

Approved this 24th day of October 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

CITY OF McMINNVILLE GOODS AND SERVICES CONTRACT

This Goods and Services Contract ("Contract") for the _____
Project ("Project") is made and entered into on this _____ day of _____ 2023
("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 "Contractor").

RECITALS

WHEREAS, the City requires services which Contractor is capable of providing, under terms and conditions hereinafter described; and

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

WHEREAS, Contractor 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

Contractor will perform the Janitorial Services, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the "Work").

Section 2. Term

1. Subject to the early termination provisions of **Section 13**, the term of this Contract shall be from November 1, 2023, for a period of 2.66 years, to no later than June 30, 2026, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work. The City reserves the right to extend the Contract for a period of up to two (2) years in one (1)-year increments. Such 1-year extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

Section 3. Contract Sum/Project Scope

3.2. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor a not-to-exceed amount of SEVEN HUNDRED TEN THOUSAND FIVE HUNDRED NINETY NINE DOLLARS AND FOUR CENTS (\$710,599.04) for performance of the Work (“Contract Sum”) in equal monthly installments in accordance with **Exhibit B** attached hereto. Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

3.3. Contractor’s Contract Sum is all inclusive and includes, but is 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 all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

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

Section 4. City’s Rights and Responsibilities

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

4.2. Award of this Contract is subject to budget appropriation. Funds are approved for each Fiscal Year. If not completed within the fiscal year, funds may not be appropriated for the next fiscal year and the contract will be terminated for non-appropriation. The City also reserves the right to terminate this Contract early, as described in **Section 14**.

Section 5. Project Managers

The City’s Project Manager is James Lofton. Contractor’s Project Manager is _____.

Section 6. Subcontractors and Assignments

Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor’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.

Section 7. Contractor Is Independent Contractor

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

Section 8. Contractor's Responsibilities

8.1. The Contractor understands and agrees that Contractor may not request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor.

8.2. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor 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. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8.3. No person shall be discriminated against by Contractor in the performance of this Contract 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 Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

8.4. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

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

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

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

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

8.6.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

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

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

8.9. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

8.10. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in its bid document or this contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with

federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

8.11. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any suppliers.

Section 9. Indemnity

9.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, 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 Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. 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 Contractor 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 Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, 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 Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 9.2**. Contractor 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 Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers.

9.2. Standard of Care. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, 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 Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

Section 10. Insurance

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

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

10.1.2. Business Automobile Liability Insurance. If Contractor will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor 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**.

10.1.3. Workers Compensation Insurance. Contractor and all employers providing work, labor, or materials under this Contract that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors 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.

10.1.4. Insurance Carrier Rating. Coverages provided by Contractor 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.

10.1.5. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor'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.

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

10.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Contractor shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Contractor will be required to maintain such policies in full force and effect throughout any warranty period.

Section 12. Suspension

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 Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for delay was within the Contractor's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Contractor.

Section 13. Early Termination; Default

13.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

13.1.1. By mutual written consent of the parties;

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

13.1.3. By Contractor, 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 Contractor, 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.

13.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default

by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Contract and seek remedies for the default, as provided above.

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

13.4. Termination under any provision of this **Section 13** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

Section 14. Contract Modification; Change Orders

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

Section 15. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, 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: James Lofton
230 NE Second Street
McMinnville, OR 97128

To Contractor: _____
Attn: _____

Section 16. Miscellaneous Provisions

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

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

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

16.4. Adherence to Law. This Contract shall be subject to, and Contractor 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 Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

16.5. Governing Law. This Contract 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 Contract as if fully set forth herein.

16.6. Jurisdiction. Venue for any dispute will be in Yamhill County Circuit Court, and not in any other state or federal court.

16.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney and paralegal fees and all court costs, in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Contract, such 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.

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

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

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

16.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

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

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

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

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

16.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Contract in

order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

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

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

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

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

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

CONTRACTOR:

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



EXHIBIT A – SCOPE OF WORK

CITY OF McMINNVILLE, OREGON
CITY FACILITY JANITORIAL SERVICES
Project 2023-12

LOCATION: **CITY HALL**
230 NE Second Street

DESIGNATED CONTACT: **Jennifer Cuellar-Smith, Finance Director**
(503) 434-7302 Jennifer.Cuellar@mcminnvilleoregon.gov
Claudia Cisneros, City Recorder
(503) 435-5702 Claudia.Cisneros@mcminnvilleoregon.gov

GENERAL CONDITIONS:

1. No contract work is allowed at this facility Monday- Friday from 8:00am to 5:00pm so as to neither inconvenience the employees nor interfere with the events of the building.
2. The Contractor shall secure the building upon completion of the required work.
3. Consumables: When the contractor supplies consumables, a packing slip is required to be left in the communications book when stock is replenished. The contractor maintains stock levels to avoid shortages.
4. Use of a brush roll bagless Hepa filter vacuum required in carpeted areas.

CONDITIONS SPECIFIC TO CITY HALL:

- All janitorial staff assigned to City Hall must have completed and passed a current fingerprint and background check for this department.
- All janitorial staff must have currently successfully completed the CJIS (Criminal Justice Information System) requirement for this department.
- Arrangements for fingerprints, background checks and CJIS training can be made with the police department records section.

REQUIRED TASKS:

➤ **DAILY (MONDAY THROUGH FRIDAY)**

GENERAL AREAS:

- Clean up outside doorway areas and remove cigarette butts from cans
- Dust mop all hard floor areas. Wet mop as needed to remove spills and stains.
- Clean all counter fronts and tops
- Clean entries and entrance mats

RESTROOMS:

- Clean and refill all restroom dispensers
- Spot wash restroom walls, partitions and doors.
- Clean restroom mirrors
- Wet mop and disinfect restroom floors
- Clean and sanitize all restroom facilities. Clean and sanitize toilets, urinals, and washbasins. Clean and polish restroom chrome and stainless steel.
- Empty restroom wastebaskets daily

➤ **TWO TIMES PER WEEK (TUESDAY AND THURSDAY)**

GENERAL AREAS:

- Empty all building wastebaskets and dispose (*NOTE: ALL wastebaskets to have plastic liners*).
- Vacuum clean all carpet areas (including basement).
- Spot clean as needed
- Dust or wipe desktops.
- Empty recycling material, (common receptacles including kitchen/breakroom area, and all offices) into exterior cans and return containers to appropriate locations.

KITCHEN/ BREAK ROOM AREA:

- Clean and refill all dispensers
- Clean interior and exterior of microwave
- Clean exterior of refrigerator
- Clean kitchen countertop and break room tabletop
- Clean and polish kitchen chrome and stainless steel
- Wet mop kitchen floor.

➤ **WEEKLY**

- Remove fingerprints, smudges, dust and scuff marks from walls, woodwork, doors, and light switch plates.
- Wet mop and buff tile floors (kitchen, restrooms, and hallways).
- Clean, sanitize and polish drinking fountain
- Dust or wipe office equipment
- Wipe down and sanitize walls in restroom including baseboards.

➤ **QUARTERLY**

- Wet mop and buff tile floors in hallways, offices, supply room, and vault room.
- Clean Venetian/mini-blinds (*NOTE: Care must be taken in handling blinds so as to not water-spot them. Any water on sills must be wiped up immediately.*)

➤ **SEMI-ANNUALLY**

- Clean interior of refrigerator
- Clean windows (inside and outside). Remove all cobwebs and wash exterior sills when doing windows.
- Strip, seal, and wax all hard surface floors.

➤ **AS NEEDED**

- Replace burned out light tubes and bulbs in all ceiling areas.
- Clean lens, dust diffusers of incandescent fixtures and light fixture covers as they collect foreign matter.
- Vacuum air supply grills and clean air return grills
- Change garbage can liners
- Clean and organize janitor's closet.

END THIS FACILITY

CITY OF McMINNVILLE, OREGON
CITY FACILITY JANITORIAL SERVICES
Project 2023-12

LOCATION: **COMMUNITY DEVELOPMENT CENTER**
231 NE Fifth Street

DESIGNATED CONTACT: **Devin Aldrich, Development Customer Service Technician**
(503) 474-4151 Devin.Aldrich@mcminnvilleoregon.gov
James Lofton, City Engineer
(503) 474-5119 James.Lofton@mcminnvilleoregon.gov

GENERAL CONDITIONS:

1. No contract work is allowed at this facility Monday Friday from 8:00am to 5:00pm so as to neither inconvenience the employees nor interfere with the events of the building.
2. The Contractor shall secure the building upon completion of the required work.
3. Consumables: When the contractor supplies consumables, a packing slip is required to be left in the communications book when stock is replenished. The contractor maintains stock levels to avoid shortages.
4. Use of a brush roll bagless Hepa filter vacuum required in carpeted areas.

REQUIRED TASKS:

➤ **DAILY (MONDAY THROUGH FRIDAY)**

- Empty all building wastebaskets and dispose (*NOTE: ALL wastebaskets to have plastic liners*).

LOBBY AREA:

- Wet mop floor in lobby area
- Clean walk-off mats at lobby entry. Clean all counter fronts and tops
- Sweep or clean exterior walkways at entry
- Clean and refill all restroom dispensers
- Spot wash restroom walls, partitions and doors
- Clean restroom mirrors
- Wet mop and disinfect restroom floors
- Clean and sanitize all restroom facilities. Clean and sanitize toilets, urinals, and washbasins. Clean and polish restroom chrome and stainless steel.

➤ **TWO TIMES PER WEEK (MONDAY & THURSDAY, OR TUESDAY & FRIDAY)**

WORK AREAS:

- Vacuum clean carpet areas. Spot clean (extract if necessary) to remove dirt and stains as needed.
- Clean conference room table tops.

RESTROOMS (Men's, Women's):

- Clean and refill all restroom TP and Hand Towel dispensers

- Spot wash restroom walls, partitions and doors
- Clean restroom mirrors
- Wet mop and disinfect restroom floors
- Clean and sanitize all restroom facilities. Clean and sanitize toilets, urinals, and washbasins. Clean and polish restroom chrome and stainless steel.

BREAK ROOM AREA:

- Clean interior and exterior of microwave
- Clean exterior of refrigerator and dishwasher
- Clean countertops, break room tabletop, and break room chairs
- Spot wash/clean exterior of casework and cabinets
- Clean kitchen sink
- Wet mop break room floor.

➤ WEEKLY

GENERAL AREAS:

- Buff tile floor in lobby area
- Vacuum "archives" carpet area
- Spot clean as necessary
- Clean walk-off mat at east entry
- Sweep or clean exterior walkways at entries
- Remove fingerprints, smudges, dust and scuff marks from walls, partition panels, woodwork, doors, and light switch plates.
- Wet mop and buff tile floors at east entry, mud room, and storage room
- Water dispenser, Clean surfaces, empty drip pan
- Dust or wipe office equipment
- Dust or wipe interior window sills
- Wipe down and sanitize walls in restroom
- Clean lobby entry door (inside and outside)
- Clean interior Relite windows (both sides) at small conference room and Director's office
- Sweep, clean debris from patio area.

➤ QUARTERLY

- Vacuum clean all fabric chair surfaces (including office chairs, conference room chairs, and lobby chairs).
- Spot clean upholstery as needed to remove heavy dirt and stains

➤ SEMI-ANNUALLY

- Clean all windows, entry doors, and patio door (inside and outside)
- Remove all cobwebs and wash exterior sills when doing windows
- Strip, seal, and wax all hard surface floors.

➤ AS NEEDED

- Replace burned out light tubes and bulbs in all ceiling areas. Clean Lens.
- Wash diffusers of incandescent fixtures and light fixture covers as they collect foreign matter.
- Vacuum air supply grills and clean air return grills.
- Change garbage can liners.

END THIS FACILITY

CITY OF McMinnville, OREGON
CITY FACILITY JANITORIAL SERVICES
Project 2023-12

LOCATION:

LIBRARY
225 NW Adams Street

DESIGNATED CONTACT:

Jenny Berg, Library Director
(503) 435-5550 Jenny.Berg@mcminnvilleoregon.gov
Wendy Whitesitt
(503) 435-5567 Wendy.Whitesitt@mcminnvilleoregon.gov

GENERAL CONDITIONS:

1. The required work shall be performed at such times so as to neither inconvenience the employees nor interfere with the events of the building.
2. The Contractor shall secure the building upon completion of the required work.
3. Consumables: When the contractor supplies consumables, a packing slip is required to be left in the communications book when stock is replenished. The contractor maintains stock levels to avoid shortages.
4. Use of a brush roll bagless Hepa filter vacuum required in carpeted areas (except stairs).

REQUIRED TASKS:

➤ **DAILY (Monday through Saturday)**

GENERAL OFFICE AREAS:

- Clean up outside doorway areas.
- Gather all wastepaper and dispose in dumpster.
- Vacuum stairs, foyer, and entrance mats.
- Wet mop lobby.
- Clean, sanitize, and polish drinking fountain.
- Polish elevator doors for fingerprints.
- Clean entry windows and doors (inside and out). Remove all cobwebs and wash exterior sills when doing windows.
- Clean Carnegie Room doors of fingerprints and dirt.
- Clean and refill all restroom dispensers.
- Spot wash restroom walls, partitions, ceiling, and doors.
- Clean restroom mirrors.
- Wet mop and disinfect restroom floors.
- Clean and sanitize all restroom facilities.
- Clean and sanitize all toilets, urinals, and washbasins.
- Clean and polish restroom chrome and stainless steel.
- Empty restroom waste containers.
- Empty outside trash cans (2).
- Clean outside of trash can in plaza area
- Wash tabletops, remove all ink marks, etc.

➤ **TWICE WEEKLY**

- Vacuum all carpets, including Carnegie Room and staff room. NOTE: Carpet cleaning is performed by a separate contractor - - **DO NOT spot clean the carpets at the Library.**

➤ **WEEKLY**

- Remove fingerprints, smudges, dust and scuff marks from walls, woodwork, doors, and light switch plates.
- Dust window ledges, chairs, doorframes, and other furniture in public areas.
- Clean staff room tables, countertop, cupboard doors, sink (no dishes), and outside of refrigerator and microwave.
- Empty inside recycling bins

➤ **SEMI-ANNUALLY**

- Dust blinds.
- Dust high ledges, beams, etc.
- Check for cobwebs in corners and above shelving.

➤ **ANNUALLY**

- Clean all windows inside and outside including skybridge. Remove all cobwebs and wash interior and exterior sills when doing windows.
- Wash diffusers of incandescent fixtures and light fixture covers as they collect foreign matter.
- Vacuum air supply grills and clean air return grills.

➤ **AS NEEDED**

- Change garbage can liners.
- Report safety hazards.
- Clean and organize janitor's closet.

END THIS FACILITY

CITY OF McMinnville, OREGON
CITY FACILITY JANITORIAL SERVICES
Project 2023-12

LOCATION:

COMMUNITY CENTER
600 NE Evans Street

DESIGNATED CONTACT:

Katie Noyd, Community Center Manager
(503) 434-7428 Katie.Noyd@mcminnvilleoregon.gov

GENERAL CONDITIONS:

1. The required work shall be performed at such times so as to neither inconvenience the employees nor interfere with the events of the building. Generally speaking, this work will be performed Monday- Saturday between midnight and 7 am.
2. The Contractor shall secure the building, all interior and exterior doors, upon entering the building, and exiting the building at all times. Exterior doors should remain locked at all times, and double checked from the outside upon leaving the building.
3. Consumables: When the contractor supplies consumables, a packing slip is required to be left in the communications book when stock is replenished. The contractor maintains stock levels to avoid shortages. Stock should be noted and categorized with the same name and quantities on the packing slip as on the bill.

REQUIRED TASKS:

➤ **DAILY (MONDAY THROUGH SATURDAY)**

GENERAL DUTIES:

- Clean outside front entry area (out to the sidewalk on Evans, 5 ft on both sides of the walkway) and northwest and southwest exterior stairwells, including entry mats, steps and walkways. Pick up all garbage and cigarette butts from front entry stairs, walks, ramps, landings and areas around front benches; remove gum from entry steps and walkway.
- Empty each garbage can or wastebasket in all rooms, restrooms, lobbies, and hallways; change garbage can liners, clean cans and wastebaskets as needed. Remove all bagged trash to dumpster.
- Thoroughly vacuum all 1st and 2nd floor carpeted areas and B-3 in the basement, including main stairwell top to bottom. Custodial not allowed in Gymnastic Rooms 102 or 103.
- Thoroughly wipe down, dust and pick up lobby area, windowsills on 1st and 2nd floors.
- Clean, sanitize, and polish 3 drinking fountains.
- Sanitize all light switches, doorknobs, and main handrails.

RESTROOMS:

Daily in two restrooms each floor:

- Scrub, clean and sanitize all walls, benches, countertops, sinks and fixtures, urinals, toilets, partitions, cabinets, doors and door handles.
- Clean drain traps.
- Wet mop and disinfect all floors (including baseboards).
- Clean mirrors.
- Clean and polish all chrome and stainless steel.
- Clean and scrub moveable ADA stools in restrooms.
- Clean all soap dispensers each night. Each dispenser should be full, properly installed, and properly working.
- Refill empty paper towel holders, toilet paper, and toilet seat covers.
- Remove stickers.
- Remove graffiti to the extent possible. Report new graffiti to Community Center Staff immediately.
- Empty and re-line all restroom waste containers.

GYMNASIUM:

- Dust mop and spot mop entire main gym floor from front of stage to wall of theater seats from wall to wall. Remove all gum/stickers. Use floor scrubber and waterless floor cleaner on Saturdays.

MISCELLANEOUS:

- Clean front entry (lobby) doors and windows with glass cleaner.
- Elevator-Vacuum carpet and disinfect elevator walls, railings, and buttons.

➤ THREE TIMES WEEKLY (TUESDAY, THURSDAY, SATURDAY)

- Dust office counters, ledges, desks, and office furniture.
- Sanitize all handrails and dust wood trim around track and upper theater seating area.
- Vacuum all hallways and B3 in basement.
- Dust mop and damp mop First Floor Kitchen, and rooms B4 and B6 in basement, wall to wall.

➤ WEEKLY (EACH WEDNESDAY)

- Spot clean carpet stains throughout building using extraction method.
- Remove smudges, and scuff marks from walls, woodwork, doors.
- Dust all baseboards.

- Thoroughly wipe down, dust, and remove cobwebs around the building, including light fixtures.
 - Clean sink and fixture in B-6 and B-5.
 - Dust mop and damp mop storage room (behind front office on first floor).
 - Vacuum and spot mop running track.
 - Vacuum upper theater seat area and carpet.
 - Dust mop side stage and backstage areas of main gym floor.
 - Dust mop and damp mop racquetball court. Remove all gum/stickers. Mop with waterless floor cleaner to prevent body oil build-up.
 - Clean racquetball court window (track side).
 - Vacuum racquetball court and gymnasium entry mats and clean racquetball court stairway.
- **MONTHLY (FIRST MONDAY OF EACH MONTH)**
- Check and replace all burned out light bulbs/tubes in all meeting rooms, restrooms, hallways, lobby areas, elevator, and kitchen ceiling areas. Install all bulbs correctly and re-secure covers.
 - Vacuum and clean all air supply and air return grills.
- **QUARTERLY**
- Buff all linoleum floors.
 - Wash covers, remove bugs in incandescent and fluorescent light fixtures (including kitchen).
 - Clean and polish walk-in refrigerator door, door jamb and walls.
 - Clean walk-in refrigerator floor of dirt, food scraps, spills and foreign material.
- **ANNUALLY**
- Wash all windows (including high windows) inside and outside.
 - Vacuum theater "catwalks" and dust cat-walk handrails.

END THIS FACILITY

CITY OF McMinnville, Oregon
CITY FACILITY JANITORIAL SERVICES
Project 2023-12

LOCATION: **SENIOR CENTER**
2250 NE McDaniel Street

DESIGNATED CONTACT: **Erin Guinn, Senior Center Manager**
(503) 474-4965 Erin.Guinn@mcminnvilleoregon.gov

GENERAL CONDITIONS:

1. The required work shall be performed at such times so as to neither inconvenience the employees nor interfere with the events of the building.
2. The Contractor shall secure the building upon completion of the required work.
3. Consumables: When the contractor supplies consumables, a packing slip is required to be left in the communications book when stock is replenished. The contractor maintains stock levels to avoid shortages.

REQUIRED TASKS:

Note: Use of a brush roll, bagless Hepa filter vacuum is required in all carpeted areas

➤ **TWO TIMES WEEKLY (TUESDAYS & THURSDAYS)**

GENERAL DUTIES:

Note: Special attention given to restroom facilities cleaning and sanitation

- Clean and sanitize all restroom facilities (toilets, urinals, wash basins, and counter tops).
- Wipe down and sanitize restroom walls, toilet partitions, and doors.
- Wet mop and disinfect restroom floors and cove base.
- Clean and refill all restroom dispensers (check for proper operation).
- Clean restroom mirrors.
- Polish all chrome and stainless steel fixtures and trim.
- Clean and vacuum all carpeted areas. Spot clean spills and stains as needed extract if necessary
- Dust mop all hard floor areas. Spot mop any spills.
- Gather waste paper from all rooms and dispose, reline containers.
- Clean up outside doorway areas and remove cigarette filters from cans.
- Empty exterior waste cans
- Clean entry areas and entrance mats.
- Wet mop kitchen hallway/ back entry area.
- Clean, sanitize, and polish drinking fountains.

➤ **WEEKLY (THURSDAYS)**

- Wet mop and buff Craft Room floor.
- Wet mop and buff dining area. Clean up spill and stains. **The dining area will be cleared on Thursday.**

- Remove fingerprints, smudges, dust, scuff marks, etc. from walls, woodwork, doors, and light switches.

➤ **QUARTERLY (Coordinate with Senior Center management one week Notice required)**

- Clean all windows inside and out. **(NOTE: Care must be taken in handling drapes and blinds so as to not water-spot them. Any water on ledges must be wiped up immediately.)** Remove all cobwebs and wash exterior sills when doing windows.
- Strip, seal, and wax all tile and linoleum floors as needed (may require more than quarterly in some areas).
- Clean and wax dining room wood floor

END THIS FACILITY

CITY OF McMinnville, Oregon
2021 CITY FACILITY JANITORIAL SERVICES
Project 2021-4

LOCATION: **PUBLIC WORKS**
1900 NE Riverside Drive

DESIGNATED CONTACT: **Janiell Cavan, Operations Support Specialist**
(503) 434-7316 Janiell.Cavan@mcminnvilleoregon.gov

GENERAL CONDITIONS:

1. The required work shall be performed at such times so as to neither inconvenience the employees nor interfere with the events of the building.
2. The Contractor shall secure the building and complex upon completion of the required work.
3. Contractor to store janitorial supplies and equipment in designated location.
4. Consumables: When the contractor supplies consumables, a packing slip is required to be left in the communications book when stock is replenished. The contractor maintains stock levels to avoid shortages
5. Use of a brush roll bagless Hepa filter vacuum required in carpeted areas

REQUIRED TASKS:

➤ **WEEKLY**

GENERAL DUTIES - Shop Building & Office building

- Clean outside doorway areas.
- Wash counter tops.
- Vacuum clean all carpet areas; sweep and wet mop all other floor areas.
- Remove fingerprints, smudges and dirt from walls, woodwork, doors, and light switch plates.
- Clean entry door glass (inside and outside).
- Empty all trash containers
- Gather all recycle and deposit in the outside recycle container

RESTROOMS - Shop Building & Office Building

- Clean and refill all restroom dispensers.
- Spot wash restroom walls and baseboards. Clean restroom mirrors.
- Wet mop and disinfect restroom floors.
- Clean and sanitize all toilets, urinals, counter tops and washbasins.
- Clean and polish all chrome and stainless steel.
- Empty restroom waste containers.

➤ **SEMI-ANNUALLY (JULY AND JANUARY)**

Note: Record semi-annual cleanings as they are completed in the communications book

- Clean windows (inside and outside). Remove all cobwebs and wash exterior sills when doing windows.

- High dust.
- Vacuum air supply grills and clean air return grills.
- Strip and wax all hard floors including breakroom and restrooms and hallways

➤ **AS NEEDED**

- Change garbage liners. Change light tubes, clean lens

END THIS FACILITY

CITY OF McMinnville, Oregon
CITY FACILITY JANITORIAL SERVICES
Project 2023-12

LOCATION: **WATER RECLAMATION FACILITY (WRF)**
3500 NE Clearwater Drive

DESIGNATED CONTACT: **Michael Runge, WWS Operations Supervisor**
(503) 434-7313 Michael.Runge@mcminnvilleoregon.gov

GENERAL CONDITIONS:

1. No contract work is allowed at this facility Monday – Friday from 7:00am to 5:30pm unless the City has given prior approval. If work will be performed past 10:00 pm, all workers in the Administration Building must report to the front lobby when the alarm system automatically arms at 10:00 pm. Once the alarm system has automatically armed, the workers may disarm the alarm and continue to work throughout the building. All buildings must be locked and the alarm must be manually armed when all tasks are complete and workers have exited the facility.
2. The Contractor shall secure the building upon completion of the required work.
3. Care should be taken in laboratory areas to not bump or disturb instruments or glassware. No equipment or glassware shall be removed from the counter tops.
4. Consumables: When the contractor supplies consumables, a packing slip is required to be left in the communications book when stock is replenished. The contractor maintains stock levels to avoid shortages.
5. Use of a brush roll bagless Hepa filter vacuum required in carpeted areas

REQUIRED TASKS:

➤ **TWO TIMES PER WEEK (Wednesday, and Friday (or Saturday))**

RESTROOMS -- ALL BUILDINGS (Administration, Headworks, Collection Systems)

- Clean and refill paper towel dispensers.
- Spot wash restroom walls, partitions and doors.
- Clean restroom mirrors.
- Wet mop and disinfect restroom floors.
- Clean and sanitize all restroom facilities.
- Clean and sanitize toilets, urinals, washbasins and showers.
- Maintain shower walls and floor free of debris and mildew (Sanitize)
- Empty waste containers.
- Refill all toilet paper dispensers as needed.
- Refill toilet seat cover dispenser.
- Clean and polish restroom and kitchen chrome and stainless steel

GENERAL AREAS -- ADMINISTRATION, HEADWORKS BUILDINGS

- Clean up outside doorway areas.
- Gather all wastepaper and recycle paper, and place in designated containers.
- Vacuum clean all carpet areas. Spot clean heavy dirt and stains monthly. (Admin Building only)

- Clean entries and entrance mats, replace if moved. (see Laboratory note)
- Clean and refill all towel dispensers including in the laboratory and mud room.
- Empty desk, lab and mud room waste containers, change liners as needed.
- Gather all wastepaper and recycle paper, and place in designated containers.
- Dust mop all floor areas. Wet mop. Buff all tile floors including hallways weekly. (see Laboratory note)
- Remove fingerprints, smudges, dust and scuff marks from walls, woodwork, doors, and light switch plates weekly.
- Clean, sanitize and polish drinking fountains weekly.
- Dust or wipe office equipment weekly.
- Clean and organize janitor's closet.
- Provide and maintain quality check list

LABORATORY -- ADMINISTRATION BUILDING

DO NOT DRY SWEEP OR CREATE DUST IN LABORATORY AREAS.

- Wet mop floor weekly.
- Clean mats weekly -- remove from lab prior to cleaning and replace when finished cleaning.

LUNCHROOM -- ADMINISTRATION BUILDING

- Refill lunchroom paper towel dispenser.
- Empty lunchroom waste containers, change garbage can liners with appropriate size liner.
- Clean lunchroom table tops.
- Wet mop floor. Buff tile floors weekly.

➤ **QUARTERLY**

- Schedule Quarterly and semi-annual cleanings with facility staff

➤ **SEMI-ANNUALLY**

- Clean windows (inside and outside). Remove all cobwebs and wash exterior sills when doing windows. (administration building.)
- Clean Venetian/mini-blinds (NOTE: Care must be taken in handling blinds so as to not water-spot them. Any water on sills must be wiped up immediately.)
- Strip, seal, and wax all hard surface floors.
- Vacuum air supply and return grills. Special attention to grills in Laboratory, capture and contain all dust and debris
- Shampoo carpets in administration building lobby and conference room.

➤ **AS NEEDED**

- Wash diffusers of light fixtures and light fixture covers as they collect foreign matter.

END THIS FACILITY

CITY OF McMinnville, OREGON
CITY FACILITY JANITORIAL SERVICES
Project 2023-12

LOCATION: **AQUATIC CENTER**
138 NW Park Drive

DESIGNATED CONTACT: **Jason Hafner or Rob Porter**
(503) 434-7309 Jason.Hafner@mcminnvilleoregon.gov;
Rob.Porter@mcminnvilleoregon.gov

GENERAL CONDITIONS:

1. The required work shall be performed at such times so as to neither inconvenience the employees nor interfere with the events of the building. Generally, work may not be initiated until 30 minutes after closing and must be completed no later than 30 minutes prior to opening. Open and close times vary from day to day and season to season.
2. The Contractor shall secure the building upon completion of the required work. The Aquatic Center places great emphasis on the safety of its patrons, staff and contractors who work at the facility. It must be understood that unsupervised use of the swimming pools is dangerous and may lead to death. Therefore, entry into the swimming pools and/or use of weight room equipment will be considered trespassing and violators will be prosecuted.

REQUIRED TASKS:

➤ **DAILY- MONDAY THROUGH SATURDAY**

WALKWAY & ENTRY:

- Scrub and wash walkway area within 15 feet of front entry doors.
- Pick-up all garbage on walkway within 15 feet of front entry doors.
- Remove any gum on the ground within 15 feet of front entry doors.

VESTIBULE:

- Clean and wash entry mats.
- Sweep up debris.
- Dry mop the vestibule. Do not hose vestibule or get the landing mat wet.

LOCKER ROOMS, PUBLIC RESTROOMS AND LOBBY:

- To prevent the buildup of mold, mildew, scum, minerals, etc., thoroughly scrub/clean and disinfect shower area including walls, floor tiles and shower posts. Keep shower floors and walls clean and bright with no sign of build up as mentioned above.
- Clean draintraps.
- To prevent the buildup of mold, mildew, scum, minerals, etc., thoroughly scrub/clean and disinfect all locker room, public restroom and lobby floors (including baseboards).

- Clean and sanitize all toilets, urinals, bench tops, counter tops and wash basins.
- Clean and polish all chrome and stainless steel surfaces.
- Spot wash restrooms walls, partitions, cabinets and doors. Remove all graffiti.
- Wipe down/clean locker room and public restroom mirrors.
- Thoroughly clean vending area (benches and window sills) in main lobby.
- Clean, sanitize and polish the drinking fountain in the lobby.
- Remove gum from all floor areas.

WEIGHT ROOM:

- Vacuum floor thoroughly including between and behind equipment.
- Wipe down, scrub and disinfect all vinyl and mat surfaces.
- Disinfect and clean all workout machines.
- Clean mirrors and windows facing pool.
- Clean, sanitize and polish drinking fountain.

END THIS FACILITY

CITY OF McMinnville, Oregon
CITY FACILITY JANITORIAL SERVICES
Project 2023-12

LOCATION: **PUBLIC SAFETY BUILDING (Police Station)**
121 SW Second Street

DESIGNATED CONTACT: **Ron Ponto, PSB Facility Manager**
(503) 437-6240 Ron.Ponto@mcminnvilleoregon.gov

GENERAL CONDITIONS:

1. The required work shall be performed at such times so as to neither inconvenience the employees nor interfere with the events of the building.
2. The Contractor shall secure the building upon completion of the required work.
3. Consumables: When the contractor supplies consumables, a packing slip is required and left in the communications book when stock is replenished. The contractor maintains stock levels to avoid shortages.
4. Use of a brush roll bagless Hepa filter vacuum required in carpeted areas

CONDITIONS SPECIFIC TO THE POLICE DEPARTMENT:

- All janitorial staff assigned to the police department must have completed and passed a current fingerprint and background check for this department.
- All janitorial staff must have currently successfully completed the CJIS (Criminal Justice Information System) requirement for this department.
- Arrangements for finger prints, background checks and CJIS training can be made with the police department records section.

REQUIRED TASKS:

➤ **THREE DAYS A WEEK**

GROUND FLOOR (BASEMENT)

- Clean holding cells and restrooms
- Holding cell table and benches cleaned and sanitized
- Sweep and mop booking, holding cells and mud room floors
- Clean and sanitize all toilets, urinals, including underside of fixture, bench tops, counter tops and sinks, using approved cleaner/disinfectant sanitizer
- Spot wash restroom walls and partitions
- Clean restroom and locker room mirrors
- Replenish all paper products and soap in restrooms
- Gather centralized trash – Empty **ALL TRASH ON FRIDAYS** (Including offices)

FIRST FLOOR

- Clean training room including counter and sink, spot wipe off tables, vacuum carpets, spot clean carpets, (extractor method if needed)
- Clean front lobby door, storefront glass and counter glass

- Clean lobby, dust and wipe off counters and wood counter surrounds, clean floor by sweeping, vacuuming and mop as necessary to maintain floor clean and bright
- Clean and polish drinking fountain with approved stainless steel cleaner/polish
- Clean and Sanitize public restrooms
- Clean and sanitize staff restrooms and locker rooms including showers. Thoroughly scrub/clean and disinfect shower area, including walls, floor tiles to avoid building of mold, mildew, soap scum, minerals, etc. Keep shower floors and walls clean and bright.
- Clean counter
- Wipe off chrome fixtures
- Sweep and mop restroom and locker room floors, including entrance alcoves
- Replenish all paper products and soap
- Empty centralized trash
- Clean squad bays (Patrol area) vacuum carpets, spot clean carpets, clean counters
- Clean conference rooms, vacuum carpets, spot clean carpets, clean counters, and tables, empty trash
- Clean main floor break room (clean counter and scour sink, clean table)

SECOND FLOOR

- Clean lunchroom including sink, counter, fronts of cabinets, tables and microwave.
- Lunchroom, sweep or vacuum, mop as necessary to remove spills, floor including around and under vending machines.
- Empty all trash
- Clean and sanitize staff restrooms

GENERAL BUILDING

- Clean east and west stairways. Sweep or mop stairs and landings in both stairways as needed remove ground in dirt as necessary. Dust handrails
- Clean and polish stainless steel in elevator using approved stainless steel cleaner/polish
- Spot vacuum carpets (heavy traffic areas)
- Replenish all paper products and soap
- Keep janitor closets in a clean and orderly manner and keep floor sink drain clear of debris

OUTSIDE

- Clean outside doorways by picking up loose debris, empty trash cans and three cigarette butt receptacles
- Wipe off bench as needed to remove dirt and debris

➤ ONE TIME PER WEEK

- Clean all offices on Fridays, Includes dusting bookshelves, cabinets, window sills, and countertops – if space is clear, if not, clean what you can without moving items.
- Vacuum all carpet, including the training room, dust cove base to eliminate cobwebs and accumulation of dust
- Dust common areas, handrails, ledges up to 6ft high and on top of lockers
- **DO NOT EMPTY RECEPTICALS MARKED SHRED**
- Empty **ALL TRASH ON FRIDAYS** including offices and cubicles 1st and 2nd floor, covered parking and Sally Port
- Wednesdays empty central recycle collectors
- Inventory and re-stock janitor supplies

➤ **ONE TIME PER QUARTER (PLEASE PROVIDE A SCHEDULE)**

Please note, power scrubbing is to be done after hours and be coordinated with the building manager

- Scrub and refinish 2nd floor break room and Janitorial closet floors
- Power scrub Locker rooms, and all restroom floors
- Power scrub Mud Room, Booking and holding cell floors
- Dust door frames, ledges, beams. Spot clean doors.
- Remove cobwebs from entry and wipe outside sills
- Clean handicap elevator
- Spot clean walls, doors, baseboards and light switch cover plates
- Wipe/dust off supply and return air vents in all common areas, halls, rest room and locker rooms
- Clean stainless steel door kick panels using approved stainless steel cleaner/polish
- Clean and organize janitor closet

➤ **TWO TIMES PER YEAR (USUALLY APRIL – MAY/SEPT – OCT)**

- Clean all windows inside and out. Contact building manager to schedule this activity.
- Power scrub both stair well stairs and landings

➤ **AS NEEDED**

- Replace lightbulbs for lamps that have broken or burnt out.

END THIS FACILITY

CITY OF McMinnville, Oregon
2021 CITY FACILITY JANITORIAL SERVICES
Project 2021-4

LOCATION: **CIVIC HALL**
200 NE Second Street

DESIGNATED CONTACT: **Claudia Cisneros, City Recorder**
(503) 435-5702 Claudia.Cisneros@mcminnvilleoregon.gov

GENERAL CONDITIONS:

1. The routine program schedule for this facility includes:
 - Municipal Court: Every Wednesday from 7:00am to 6:00pm;
 - City Council meetings: Second and fourth Tuesday of each month; from 4:00pm to midnight; Third Wednesday of each Month 4:30pm to 8:30pm;
 - City Council meetings: Second and fourth Tuesday of each month; from 4:00pm to midnight;
 - Planning Commission meetings: Third Thursday of each month; from 4:00pm to midnight.

No contract work is allowed at this facility during these times so as to neither inconvenience the employees nor interfere with the events of the building.

2. The Contractor shall secure the building upon completion of the required work.
3. Consumables: When the contractor supplies consumables, a packing slip is required and left in the communications book when stock is replenished. The contractor maintains stock levels to avoid shortages
4. Use of a brush roll bagless Hepa filter vacuum required in carpeted areas

REQUIRED TASKS:

➤ **DAILY (MONDAY THROUGH FRIDAY)**

- Empty all building wastebaskets and dispose (*NOTE: ALL wastebaskets to have plastic liners*).
- Restock all restrooms

➤ **MONDAYS**

- Dust Dais
- Wipe off kitchen counter
- Inspect Restrooms, clean as necessary

➤ **TWO TIMES PER WEEK (TUESDAY AND THURSDAY)**

GENERAL - ALL AREAS:

- Clean walk-off mats at lobby entries and south building entries
- Sweep or clean exterior walkways at entries

- Clean all counter tops.
- Remove any recycling and place in proper bin.

LOBBY:

- Clean reception counter tops. Dust or wipe lobby furniture.
- Clean, sanitize and polish hallway drinking fountains.
- Clean "Council Chambers" glass doors and handles

COUNCIL CHAMBERS

- Clean dais and all table tops
- Dust or wipe dais top

RESTROOMS (Men's, Women's, and Judge's):

- Clean and refill all restroom dispensers.
- Spot wash restroom walls, partitions and doors. Clean restroom mirrors.
- Wet mop and disinfect restroom floors. Clean and sanitize all restroom facilities.
- Clean and sanitize toilets, urinals, and washbasins. Clean and polish restroom chrome and stainless steel.

➤ WEEKLY

GENERAL - ALL AREAS:

- Vacuum all carpet areas.
- Remove fingerprints, smudges, dust and scuff marks from walls, woodwork, doors, and light switchplates.
- Dust or wipe office equipment. Dust or wipe interior window sills.
- Wipe down and sanitize walls in restrooms. Clean lobby entry doors (inside and outside).
- Clean interior Relite windows and glass doors at south entry, Judge's chambers, and conference room.
- Empty cigarette butts and ashes from cigarette urns at exterior of building.
- Sweep and mop lobby floor.

CONFERENCE ROOM:

- Clean conference room table tops.
- Dust or wipe conference room credenza and television.
- Clean marker boards.

JUDGE'S CHAMBERS:

- Clean desk tops.
- Dust or wipe bookshelves and room furniture.

KITCHEN AREA:

- Clean interior and exterior of microwave.
- Clean and polish exterior of refrigerator and dishwasher. Clean countertops.
- Spot wash/clean exterior of casework and cabinets.
- Clean kitchen sink.
- Clean rolling cart tops and sides.

➤ **TWO TIMES PER MONTHLY (2ND & 4TH TUESDAY AFTER MIDNIGHT)**

- Rinse dishes, place in dishwasher and start dishwasher.
- Wipe down counters and rolling carts.
- Hand wash large dishes and serving trays which don't fit in dishwasher.

➤ **MONTHLY**

- Dust public art piece **in** the hallway and in the main chambers. Wet mop building tile floors.
- Wet mop & buff kitchen floor.
- Dust or wipe counter fronts and dais front.
- Dust or wipe countertops and desk tops in storage rooms.
- Wet mop, dust, wipe "copier room" behind reception area.

➤ **QUARTERLY**

- Vacuum clean all fabric chair surfaces (including office chairs, conference room chairs, and lobby chairs).
- Spot clean as needed.
- Scrub tile floors.

➤ **SEMI-ANNUALLY**

- Clean all building windows (inside and outside). Remove all cobwebs and wash exterior sills when doing windows.
- Clean interior of kitchen refrigerator.
- Vacuum air supply and clean return grills
- Strip, seal and wax kitchen floor

➤ **AS NEEDED**

- Replace burned out light tubes and bulbs in all ceiling areas.
- Wash diffusers of incandescent fixtures and light fixture covers as they collect foreign matter.
- Change garbage can liners.

END THIS FACILITY



EXHIBIT B – PAYMENT SCHEDULE

City Facility	Cost per Month	Cost per Year
CITY HALL 230 NE Second Street	\$ 1,089.42	\$ 13,073.04
CDC 231 NE Fifth Street	\$ 871.56	\$ 10,458.72
LIBRARY 225 NW Adams Street	\$ 3,635.53	\$ 43,626.36
COMMUNITY CENTER 600 NE Evans Street	\$ 5,346.67	\$ 64,160.04
SENIOR CENTER 2250 NE McDaniel Lane	\$ 1,135.66	\$ 13,627.92
PUBLIC WORKS 1900 NE Riverside Drive	\$ 423.06	\$ 5,076.72
WRF 3500 NE Clearwater Drive	\$ 1,198.14	\$ 14,377.68
AQUATIC CENTER 138 NW Park Drive	\$ 3,981.03	\$ 47,772.36
PUBLIC SAFETY BUILDING 121 SW Second Street	\$ 3,301.72	\$ 39,620.64
CIVIC HALL 200 NE Second Street	\$ 1,099.74	\$ 13,196.88
PARKING GARAGE NE 5 th and Evans	\$ 123.69	\$ 1,484.28
EXCEPTIONAL SERVICES		\$40.94/hr

SUMMARY OF ANNUAL COSTS

revised: 1/20/2023

**Oregon Department of Administrative Services
Project Costing Worksheet**

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QRF Name Garten Services
Project City of :McMinnville Exceptional Services

Executive Director Signature: _____**Raw Materials**

Per Time Use - Supplies	(from supplies worksheet)	\$ -
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ -
Subtotal 1		\$ -

Labor

Direct Labor	(from labor daily worksheet)	\$ 26.55
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Overhead

See Overhead Worksheet		\$ 8.19
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Delivery

Transportation	(from Trans & Reserve worksheet)	\$ 3.75
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Total Before Margin	\$ 38.49
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Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 2.46
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Total Bid Yearly	\$ 40.94
Monthly	\$ 3.41

SUMMARY OF ANNUAL COSTS

revised: 1/20/2023

**Oregon Department of Administrative Services
Project Costing Worksheet**

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QRF Name Garten Services
Project McMinnville Aquatic Center 2023

Executive Director Signature: _____**Raw Materials**

Per Time Use - Supplies	(from supplies worksheet)	\$ 1,544.63
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 546.27
Subtotal 1		\$ 2,090.90

Labor

Direct Labor	(from labor daily worksheet)	\$ 31,633.57
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Overhead

See Overhead Worksheet		\$ 9,554.46
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Delivery

Transportation	(from Trans & Reserve worksheet)	\$ 1,627.03
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Total Before Margin	\$ 44,905.96
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Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 2,866.34
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Total Bid Yearly	\$ 47,772.30
Monthly	\$ 3,981.03

Work Area

SUMMARY OF ANNUAL COSTS

revised: 1/20/2023

**Oregon Department of Administrative Services
Project Costing Worksheet**

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QRF Name **Garten Services**
Project **McMinnville Community Center 2023**

Executive Director Signature:

Raw Materials

Per Time Use - Supplies	(from supplies worksheet)	\$ 2,115.49
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 557.85
Subtotal 1		\$ 2,673.35

Labor

Direct Labor	(from labor daily worksheet)	\$ 44,427.54
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Overhead

See Overhead Worksheet		\$ 12,832.00
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Delivery

Transportation	(from Trans & Reserve worksheet)	\$ 377.50
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Total Before Margin	\$ 60,310.39
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Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 3,849.60
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Total Bid Yearly	\$ 64,159.99
Monthly	\$ 5,346.67

Work Area

SUMMARY OF ANNUAL COSTS

revised: 1/20/2023

**Oregon Department of Administrative Services
Project Costing Worksheet**

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QRF Name **Garten Services**
Project **McMinnville Community Development Center 2023**

Executive Director Signature:**Raw Materials**

Per Time Use - Supplies	(from supplies worksheet)	\$ 763.95
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 230.47
Subtotal 1		\$ 994.41

Labor

Direct Labor	(from labor daily worksheet)	\$ 6,060.71
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Overhead

See Overhead Worksheet		\$ 2,091.75
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Delivery

Transportation	(from Trans & Reserve worksheet)	\$ 684.38
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Total Before Margin	\$ 9,831.25
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Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 627.53
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Total Bid Yearly	\$ 10,458.77
Monthly	\$ 871.56

Work Area

SUMMARY OF ANNUAL COSTS

revised: 1/20/2023

**Oregon Department of Administrative Services
Project Costing Worksheet**

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QRF Name Garten Services
Project McMinnville City Hall 2023

Executive Director Signature: _____

Raw Materials

Per Time Use - Supplies	(from supplies worksheet)	\$ 799.45
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 230.47
Subtotal 1		\$ 1,029.92

Labor

Direct Labor	(from labor daily worksheet)	\$ 7,068.01
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Overhead

See Overhead Worksheet		\$ 2,614.60
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Delivery

Transportation	(from Trans & Reserve worksheet)	\$ 1,576.11
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Total Before Margin	\$ 12,288.64
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Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 784.38
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Total Bid Yearly	\$ 13,073.02
Monthly	\$ 1,089.42

Work Area

SUMMARY OF ANNUAL COSTS

revised: 1/20/2023

**Oregon Department of Administrative Services
Project Costing Worksheet**

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QRF Name Garten Services
Project McMinnville Civic Hall 2023

Executive Director Signature: _____

Raw Materials

Per Time Use - Supplies	(from supplies worksheet)	\$ 602.92
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 317.77
Subtotal 1		\$ 920.69

Labor

Direct Labor	(from labor daily worksheet)	\$ 8,004.98
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Overhead

See Overhead Worksheet		\$ 2,639.37
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Delivery

Transportation	(from Trans & Reserve worksheet)	\$ 840.00
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Total Before Margin	\$ 12,405.04
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Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 791.81
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Total Bid Yearly	\$ 13,196.85
Monthly	\$ 1,099.74

Work Area

SUMMARY OF ANNUAL COSTS

revised: 1/20/2023

**Oregon Department of Administrative Services
Project Costing Worksheet**

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QRF Name Garten Services
Project McMinnville Library 2023

Executive Director Signature: _____**Raw Materials**

Per Time Use - Supplies	(from supplies worksheet)	\$ 1,524.38
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 537.04
Subtotal 1		\$ 2,061.42

Labor

Direct Labor	(from labor daily worksheet)	\$ 29,888.34
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Overhead

See Overhead Worksheet		\$ 8,725.27
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Delivery

Transportation	(from Trans & Reserve worksheet)	\$ 333.75
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Total Before Margin	\$ 41,008.79
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Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 2,617.58
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Total Bid Yearly	\$ 43,626.37
Monthly	\$ 3,635.53

Work Area

SUMMARY OF ANNUAL COSTS

revised: 1/20/2023

**Oregon Department of Administrative Services
Project Costing Worksheet**

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QRF Name Garten Services
Project McMinnville Parking Garage 2023

Executive Director Signature: _____

Raw Materials

Per Time Use - Supplies	(from supplies worksheet)	\$ 144.01
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 3.37
Subtotal 1		\$ 147.39

Labor

Direct Labor	(from labor daily worksheet)	\$ 886.32
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Overhead

See Overhead Worksheet		\$ 296.85
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Delivery

Transportation	(from Trans & Reserve worksheet)	\$ 64.65
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Total Before Margin	\$ 1,395.21
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Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 89.06
------------------------	----------------------------------	----------

Total Bid Yearly	\$ 1,484.26
Monthly	\$ 123.69

Work Area

SUMMARY OF ANNUAL COSTS

revised: 1/20/2023

**Oregon Department of Administrative Services
Project Costing Worksheet**

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name Garten Services
Project McMinnville Public Safety Bldg. 2023

Executive Director Signature: _____

Raw Materials

Per Time Use - Supplies	(from supplies worksheet)	\$ 1,935.70
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 340.70
Subtotal 1		\$ 2,276.40

Labor

Direct Labor	(from labor daily worksheet)	\$ 26,460.35
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Overhead

See Overhead Worksheet		\$ 7,924.12
------------------------	--	-------------

Delivery

Transportation	(from Trans & Reserve worksheet)	\$ 582.50
----------------	----------------------------------	-----------

Total Before Margin	\$ 37,243.37
----------------------------	--------------

Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 2,377.24
------------------------	----------------------------------	-------------

Total Bid Yearly	\$ 39,620.61
Monthly	\$ 3,301.72

Work Area

SUMMARY OF ANNUAL COSTS

revised: 1/20/2023

**Oregon Department of Administrative Services
Project Costing Worksheet**

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QRF Name **Garten Services**
Project **McMinnville Public Works 2023**

Executive Director Signature:**Raw Materials**

Per Time Use - Supplies	(from supplies worksheet)	\$ 783.14
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 191.88
Subtotal 1		\$ 975.02

Labor

Direct Labor	(from labor daily worksheet)	\$ 2,458.96
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Overhead

See Overhead Worksheet		\$ 1,015.33
------------------------	--	-------------

Delivery

Transportation	(from Trans & Reserve worksheet)	\$ 322.75
----------------	----------------------------------	-----------

Total Before Margin	\$ 4,772.06
----------------------------	--------------------

Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 304.60
------------------------	----------------------------------	-----------

Total Bid Yearly	\$ 5,076.66
Monthly	\$ 423.06

Work Area

SUMMARY OF ANNUAL COSTS

revised: 1/20/2023

**Oregon Department of Administrative Services
Project Costing Worksheet**

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name Garten Services
Project McMinnville Senior Center 2023

Executive Director Signature: _____

Raw Materials

Per Time Use - Supplies	(from supplies worksheet)	\$ 1,656.83
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 241.65
Subtotal 1		\$ 1,898.49

Labor

Direct Labor	(from labor daily worksheet)	\$ 7,473.73
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Overhead

See Overhead Worksheet		\$ 2,725.59
------------------------	--	-------------

Delivery

Transportation	(from Trans & Reserve worksheet)	\$ 712.45
----------------	----------------------------------	-----------

Total Before Margin	\$ 12,810.26
----------------------------	--------------

Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 817.68
------------------------	----------------------------------	-----------

Total Bid Yearly	\$ 13,627.93
Monthly	\$ 1,135.66

Work Area

SUMMARY OF ANNUAL COSTS

revised: 1/20/2023

**Oregon Department of Administrative Services
Project Costing Worksheet**

The summary sheet is linked to the other sheets in this workbook. Any area shaded in light green is either a formula or linked to another work sheet. The only manual input to this sheet will be to input the QRF name. The costs are to be divided into five categories: Raw Materials, Labor, Overhead, Delivery and Reserve Costs. Raw materials consist of supplies, small equipment & tools, and large or special equipment. Each category is detailed on the following sheets. Labor costs is direct labor used to produce or service the contract. Overhead costs is a line item charge which is computed on the overhead sheet. Transportation or delivery and reserve computations are also completed on the following sheets. All these costs will vary depending upon your organization and the specifications for the project. Each sheet will have an example calculation and further instructions for completion.

QRF Name **Garten Services**
Project **McMinnville Water Reclamation Facility 2023**

Executive Director Signature:**Raw Materials**

Per Time Use - Supplies	(from supplies worksheet)	\$ 1,529.54
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$ 525.22
Subtotal 1		\$ 2,054.76

Labor

Direct Labor	(from labor daily worksheet)	\$ 7,866.72
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Overhead

See Overhead Worksheet		\$ 2,875.53
------------------------	--	-------------

Delivery

Transportation	(from Trans & Reserve worksheet)	\$ 718.00
----------------	----------------------------------	-----------

Total Before Margin	\$ 13,515.01
----------------------------	---------------------

Reserve

Margin Held in Reserve	(from Trans & Reserve worksheet)	\$ 862.66
------------------------	----------------------------------	-----------

Total Bid Yearly	\$ 14,377.67
Monthly	\$ 1,198.14

Work Area

STAFF REPORT

DATE: October 24, 2023
TO: Mayor and City Councilors
FROM: Jody Christensen, Special Projects Manager
SUBJECT: 8212 State ARPA McMinnville Business Recovery and Resiliency Plan Goal 1
Business Assistance Grants Program Awards

STRATEGIC PRIORITY & GOAL:



ECONOMIC PROSPERITY

Provide economic opportunity for all residents through sustainable growth across a balanced array of traditional and innovative industry sectors.

OBJECTIVE/S: Improve systems for economic mobility and inclusion

Report in Brief:

This action is the consideration of Resolution No. 2023-56 to award grants for the 8212 State American Rescue Plan Act ("ARPA") funded McMinnville Business Recovery and Resiliency Goal #1 Business Assistance Grants for Workforce Recruitment and Retention.

Background:

During the 2021 Oregon Legislative session, then-Representative Ron Noble (HD-24) worked with the McMinnville Economic Development Partnership ("MEDP") and the City of McMinnville to secure \$750,000 in HB 5006 for the McMinnville Business Recovery and Resiliency Plan ("Plan").

The Plan was developed by the McMinnville Economic Vitality Leadership Council ("MEVLC"). It invests in priority projects identified to help McMinnville businesses recover from the ongoing effects of the COVID-19 pandemic and become more resilient in the future. The Plan addresses the following issues: 1) Recruiting and Retaining Workforce; 2) Trained Workforce; and 3) Business Resiliency. The Plan has four goals: Goal 1 - Develop Business Assistance Grants for Workforce Recruitment and Retention; Goal 2 - Coordination of Sustainable, Localized Workforce Programs; Goal 3 - Develop a Loan Forgiveness Program with Micro Enterprise Services of Oregon ("MESO"); and Goal 4 - Develop Bilingual Business Training/Mentorship Program.

Discussion:

The Plan's Goal 1 was to "develop Business Assistance Grants for Workforce Recruitment and Retention" with a focus on reaching community members who did have access to previous

COVID response and recovery programs such as the Paycheck Protection Program (“PPP”) or Economic Injury Disaster Loans (“EIDL”). The total grant fund was \$150,000.

BUILDING AN EQUITABLE PROGRAM

In past efforts, the City and its partners did not have systems to reach the historically underserved and underrepresented business owners and community members in McMinnville. The barriers range from the lack of knowing the businesses to methods of outreach. We understood that building a different kind of outreach was essential to the success of our programming. For this grant program, the City contracted with Advanced Economic Solutions (“AES”) to help the City build equity into the grant program and its outreach. The contract was for \$35,000, which was funded from the grant total. AES provided the City with program development expertise on how to structure the application and review process, promote the program, and how to engage with underserved and underrepresented community members. AES also hosted a Latino/a/x business focus group, held two grant orientations, and provided one-on-one assistance in Spanish and English. The grant program marketing (i.e., mailer, city and partner social media platforms, and websites), grant orientation trainings, assistance, application, and award documentation were all provided in Spanish and English.

AES had several recommendations establishing an equitable process. For example, one suggestion was to offer an application drop off location that was not a government site to address any anxieties that may be founded in trauma. With AES’s help, the City partnered with UNIDOS Bridging Community, a local community based organization, to establish another secure drop off site for the applications. Another suggestion was to keep the application open for two months to build awareness in the broader community. In addition, the review process was developed with two scored steps: review of a paper application (up to 25 points) and an interview (up to 75 points). The interview was given a heavier weight since traditional paper applications can be unintentionally bias.

PROGRAM AND APPLICATION PROCESS

The program was open to businesses located in the city limits and was offered up to \$15,000 for employee recruitment and retention purposes.

The grant application was open from May 10 to July 12, 2023. The City projected 8+ applications based on a perceived lack of interest for workforce development grants, which was discussed during planning with the MEVLC.

The day after the grant application closed, on July 13, the City’s Special Projects Manager performed a completeness check on the eligibility criteria and confirmed that the applications had been submitted by the deadline. The City received 26 applications with 25 meeting the minimum eligibility criteria. The total funds requested were \$366,965.00 with \$115,000.00 available.

Number of applications received	26
Number of applications eligible	25
Number of application(s) not eligible	1
Number of women-owned businesses	TBD
Applications received in Spanish	6

Applications received in Spanish and English	1
Applications received at the UNIDOS location	13
Applications received at the McMinnville Community Development Center	13
Number of applicants who did not receive previous COVID recovery funds since March 23, 2020	12

In the eligibility criteria, the City prioritized those businesses that had not received any previous COVID relief funds. The application stated that “(t)he City will prioritize businesses that have not received other relief funds if the City gets an overwhelming response.” This criterion determined the First Round as the applicants who did not previously receive funding. Of the 25 eligible applicants, 12 reported that they had not received any COVID relief funds. Since the applications far exceeded the expected 8+ projection, those 12 applicants were moved to a First Round review process. The total requested by the 12 First Round applicants was \$141,695.00.

REVIEW AND AWARD RECOMMENDATION PROCESS

The grant review team included two members of the EVLC, one community-based organization representative, and one city staff person. A representative from AES attended the interviews to support the process, but did not participate in the final scoring and award distribution discussion.

Each reviewer received and scored the 12 paper applications. The application scoring had five areas scored with a total of 25 points available. The next step was a 15-minute interview, which had three questions for a total of 75 points. The interviews took place in-person or virtual formats. The process had three questions, which were provided in both English and Spanish in advance of the interview. Four interviews were conducted in Spanish with translation. The reviewers scored each interview.

The application and interview scores were combined, averaged, and ranked as presented in **Attachment A**. The committee determined that applicants scoring 70+ points would be moved forward for recommendations. The total awards recommended is \$113,195.00 with \$1,805 remaining.

The award amounts recommended were determined as follows:

100-90 points = Full request up to \$13,000
89-80 points = \$12,000
79-70 points = \$7500
Less than 69 = Not recommended at this time

During the review process, the committee determined that it was essential to support the recipients with additional resources to ensure successful projects and use of the grant funds. They recommended that the City consider offering technical assistance with the remaining funds. The City was able to amend the AES contract to offer additional 1:1 support for each of the recommended awardees, which included a review of certification statements with refined project scopes and budgets based on the recommended award amounts.

The EVLC met on October 11, 2023, to review the process and grant awardee recommendations. The EVLC supported the recommendation of the proposed grant awardees for approval from the City Council by resolution.

Attachments:

1. Attached A Recommended Recipient List
2. Attached B Sample Award Letter, Project Information Form, and Certification Document
3. Proposed Resolution 2023-56

Fiscal Impact:

The grants will be funded by the State ARPA \$750,000 Business Recovery and Resiliency grant received by the City in 2022. The Business Assistance Grants are \$115,000.

Recommendation:

Staff recommends that the City Council adopt the attached resolution authorizing the Mayor to sign award letters to the McMinnville Business Recovery and Resiliency Plan's Business Assistance Grant Program recipients.

Total amount available: \$115,000

Applicant Name	TOTAL Score	Amount Requested	Award Amount (recommended)
Cutting Edge Metals	97.75	\$6,695.00	\$6,695.00
Serendipity Ice Cream	92.75	\$15,000.00	\$13,000.00
Roberto's Landscape and Maintenance, LLC	91.5	\$15,000.00	\$13,000.00
Fir Counseling, LLC	91	\$15,000.00	\$13,000.00
Growlers Tab Station LLC	89.5	\$15,000.00	\$12,000.00
M.J. Yard Maintenance	89.38	\$15,000.00	\$12,000.00
El Mango Loco	87.63	\$15,000.00	\$12,000.00
MVC Janitorial, LLC	86.88	\$15,000.00	\$12,000.00
JTR Insulation, LLC	86	\$15,000.00	\$12,000.00
Dina and Claus Cleaning Service, LLC	72.38	\$15,000.00	\$7,500.00
		\$141,695.00	\$113,195.00

(date), 2023

(Insert Recipient Name & Address)

RE: City of McMinnville Business Assistance Grant, (Recipient Name) - (Amount of award)

RE: Subvención de asistencia empresarial de la ciudad de McMinnville, (nombre del destinatario)
- (monto de la concesión)

Dear (Authorized Signator):

Congratulations. We have completed the review of your application and are pleased to announce that we are awarding you a grant in the amount of (\$ amount) from the City of McMinnville Business Assistance Grant Fund*.

Felicidades. Hemos completado la revisión de su solicitud y nos complace anunciar que le otorgaremos una subvención por un monto de (\$ monto) del Fondo de Subvenciones de Asistencia Empresarial de la ciudad de McMinnville*.

We have attached the following two documents:

- Project Information Form
- Certification & acceptance of the grant award

Adjuntamos los siguientes dos documentos:

- Formulario de información del proyecto
- Certificación y aceptación de la concesión de la subvención.

Please sign both documents and return it back to us along with your W-9 tax form. Upon return of these documents, we will be issuing funds to the above address.

Firme ambos documentos y devuélvalos junto con su formulario de impuestos W-9. Al devolver estos documentos, emitiremos fondos a la dirección anterior.

Again, congratulations.

De nuevo, felicidades.

Sincerely,
Atentamente,

Remy Drabkin
Mayor

* The Business Assistance Grant Fund is part of the McMinnville Business Recovery and Resiliency Plan ("Plan"). The Plan is funded is a State American Recovery Plan Act ("ARPA") \$750,000 project secured by Rep. Ron Noble (HD-24) in the 2021 Oregon Legislative Session. The Plan addresses the ongoing issues related to the impacts of the COVID-19 pandemic. In addition, it supports the community's MacTown 2032 strategic plan goal of Economic Prosperity and is intended to have enduring value. This Plan has four (4) programs to deliver resources that address the ongoing impacts of the COVID-19 pandemic.

* El Fondo de Subvenciones de Asistencia Empresarial es parte del Plan de Resiliencia y Recuperación Empresarial de McMinnville ("Plan"). El plan está financiado por un proyecto de \$750,000 de la Ley del Plan de Recuperación Estatal Estadounidense ("ARPA") asegurado por el Representante Ron Noble (HD-24) en la Sesión Legislativa de Oregon de 2021. El Plan aborda los problemas actuales relacionados con los impactos de la pandemia de COVID-19. Además, respalda el objetivo del plan estratégico MacTown 2032 de prosperidad económica de la comunidad y pretende tener un valor duradero. Este Plan tiene cuatro (4) programas para entregar recursos que aborden los impactos actuales de la pandemia de COVID-19.

Business Assistance Grant Program Project Information Form (PIF)**Programa de subvenciones de asistencia empresarial Formulario de Información del Proyecto (PIF)**

As part of the grant process, the Project Information Form (PIF) will be attached to your award documentation. | Como parte del proceso de subvención, el Formulario de información del proyecto (PIF) se adjuntará a la documentación de su subvención.

Date Fecha:
Name of Business Nombre del negocio:
Contact Contacto:
Signature Firma:
Email Correo electrónico:
Cell Teléfono móvil:
Project Name Nombre del proyecto:

1. Project Completion Date (The grant funds must be completely spent by June 30, 2026.) | **Fecha de finalización del proyecto** (los fondos de la subvención deben gastarse por completo antes del 30 de junio de 2026).

2. Project Description (What are you doing with the grant in 3-4 sentences.) | **Descripción del proyecto** (¿Qué estás haciendo con la subvención en 3 o 4 oraciones.)

3. Project Budget (How will you spend your grant fund?) | Presupuesto del proyecto (¿Cómo gastará el fondo de la subvención?):

Item Description Descripción del Artículo	Per Unit Cost Costo por unidad	TOTAL	Notes Notas

TOTAL:

NOTE: Retain all expenditure receipts and documentation for your records. | NOTA: Conserve todos los recibos de gastos y la documentación para sus registros.

4. Project Metrics (How will you measure success?) | **Métricas del proyecto** (¿Cómo medirá el éxito?):

McMinnville Business Recovery and Resiliency Plan

The McMinnville Business Recovery and Resiliency Plan ("Plan") is a State American Recovery Plan Act ("ARPA") \$750,000 project secured by Rep. Ron Noble (HD-24) in the 2021 Oregon Legislative Session. The Plan addresses the ongoing issues related to the impacts of the COVID-19 pandemic. In addition, it supports the community's MacTown 2032 strategic plan goal of Economic Prosperity and is intended to have enduring value. This Plan has four (4) programs to deliver resources that address the ongoing impacts of the COVID-19 pandemic. This Business Assistance Grant is one of the programs. To learn more about the Plan and programs, visit

<https://www.mcminnvilleoregon.gov/cd/page/business-recovery-and-resiliency-plan>.

Certifications, Representations, and Signature

The information in the original application and Project Information Form (PIF) including all attachments and certifications, are, to the best of the knowledge of the undersigned, complete, current, and accurate. The application and PIF present fairly the conditions of the eligibility of the undersigned. The proceeds of the award are intended to solely support the operations and workforce expenses of the recipient business.

Initial all the following certifications that apply:

☐ The recipient business has been and continues to be adversely impacted as a direct result of the COVID-19 pandemic.

☐ The recipient has a business within the city limits of McMinnville.

☐ The recipient business has 30 or fewer full-time employees as of time of application submission.

☐ The recipient business is current on all federal, state, and local taxes as of the date of application.

☐ The recipient business is headquartered in and has primary operations in Oregon.

☐ The recipient business is currently registered with the Oregon Secretary of State to do business in Oregon if such registration is required.

___ **Provide** Oregon Secretary of State Registry Number #_____,
and expiration date _____.

___The recipient business is compliant with all federal, state, and local laws.

___The use of grant funds adheres to State of Oregon employment laws.

___The recipient understands that this grant is funded with American Rescue Plan Act funds and require maintenance of records related to the use of the grant for six (6) years.

___The recipient business agrees to provide business, financial, and ownership information necessary to determine and verify eligibility.

___Business Assistance Grant Program proceeds will not be used for personal purposes.

___The grant recipient agrees to provide a project update when contacted by the City of McMinnville.

___The recipient understands that the grant funds must be completely spent by June 30, 2026.

___Failure to comply with eligible use of proceeds or making a material misrepresentation about the business and its operations to qualify for an award will be a provision of default of the award and subject the award to recapture. The City of McMinnville reserves the right to request additional documentation from the recipient to verify the accuracy and authenticity of the information provided.

___Should the City determine a misrepresentation exists creating a default, the award may be forfeited and subject to repayment. Failure to repay or cure a default will result in any and all collection actions permissible by law, including through third party collection services or the Oregon Department of Revenue. The recipient agrees to allow the City to pursue such collection actions.

___As these American Rescue Plan Act (ARPA) funds are being provided by the City of McMinnville and the State of Oregon each may use your company in future promotions of their programs and services.

General Certification

I certify to the best of my knowledge that all information contained in the original application and Project Information Form, including all attachments and certifications, is valid and accurate. I further certify that, to the best of my knowledge:

1. The application has been reviewed and approved by the authorized owner(s), managers with appropriately delegated authority, and/or in accordance with the organization's articles of incorporation, articles of organization or bylaws, and
2. Signature authority is verified.

Check one:

☐ Yes, I am authorized to submit on behalf of the recipient within authority granted in the recipient's articles of incorporation, articles of organization or bylaws. (e.g., President, Secretary, Chief Executive Officer, Board Chair, etc.)

☐ No, I am not authorized to submit on behalf of the recipient within authority granted in the recipient's articles of incorporation, articles of organization, or bylaws so I have attached documentation that verifies my authority to sign on behalf of the recipient.

The City will only accept grant recipient information with proper signature authority documentation.

Signature:

Printed Name:

Printed Title:

Date:

Plan de recuperación y resiliencia comercial de McMinnville

El Plan de Recuperación y Resiliencia Comercial de McMinnville ("Plan") es un proyecto de \$750,000 de la Ley del Plan de Recuperación Estadounidense ("ARPA") asegurado por el Rep. Ron Noble (HD-24) en la Sesión Legislativa de Oregon de 2021. El Plan trata los problemas actuales relacionados con los impactos de la pandemia de COVID-19. Además, respalda el objetivo del plan estratégico MacTown 2032 de la comunidad de Prosperidad económica y está destinado a tener un valor duradero. Este Plan tiene cuatro (4) programas que entregan recursos para tratar los impactos continuos de la pandemia de COVID-19. Este Subsidio de asistencia comercial es uno de los programas. Para obtener más información sobre el plan y los programas, visite <https://www.mcminnvilleoregon.gov/cd/page/business-recovery-and-resiliency-plan>.

Certificaciones, Declaraciones y Firma

La información en la solicitud original y en el Formulario de información del proyecto (PIF), incluyendo todos los adjuntos y certificaciones, es, según el conocimiento del abajo firmante, completa, actual y precisa. La solicitud y el PIF presentan fielmente las condiciones de elegibilidad del abajo firmante. Los ingresos de la adjudicación están destinados únicamente a financiar las operaciones y los gastos de mano de obra de la empresa beneficiaria.

Escriba sus iniciales en todas las siguientes certificaciones que correspondan:

☐ La empresa beneficiaria se ha visto y sigue viéndose afectada de manera negativa como resultado directo de la pandemia de COVID-19.

☐ El beneficiario tiene una empresa dentro de los límites de la ciudad de McMinnville.

☐ La empresa beneficiaria tiene 30 o menos empleados a tiempo completo en el momento de la presentación de la solicitud.

☐ La empresa beneficiaria está al día con todos los impuestos federales, estatales y locales a la fecha de la solicitud.

☐ La empresa beneficiaria tiene su sede y su actividad principal en Oregon.

☐ La empresa beneficiaria está actualmente registrada ante la Secretaría de Estado de Oregon (Oregon Secretary of State) para hacer negocios en Oregon si dicho registro es necesario.



Dé el número de registro de la Secretaría de Estado de Oregon #_____,
y la fecha de vencimiento _____.

___La empresa beneficiaria cumple todas las leyes federales, estatales y locales.

___El uso de los fondos del subsidio se ajusta a las leyes laborales del Estado de Oregon.

___El beneficiario entiende que este subsidio está financiado con fondos de la Ley del Plan de Rescate Estadounidense y requiere el mantenimiento de registros relacionados con el uso del subsidio durante seis (6) años.

___La empresa beneficiaria acepta dar la información comercial, financiera y de propiedad necesaria para determinar y verificar la elegibilidad.

___Los ingresos del Programa de Subsidios de Asistencia a Empresas (Business Assistance Grant Program) no se usarán para fines personales.

___El beneficiario del subsidio acepta dar una actualización del proyecto cuando la Ciudad de McMinnville se comuniquen con él.

___El beneficiario entiende que los fondos del subsidio deben gastarse por completo antes del 30 de junio de 2026.

___Incumplir el uso elegible de los ingresos o hacer declaraciones falsas importantes sobre el negocio y sus operaciones para calificar para una adjudicación será una disposición de incumplimiento de la adjudicación y estará sujeta a recuperación. La Ciudad de McMinnville se reserva el derecho de solicitar documentación adicional al beneficiario para verificar la exactitud y autenticidad de la información dada.

___Si la Ciudad determina que existe una declaración falsa que crea un incumplimiento, la adjudicación puede perderse y estar sujeta a reembolso. La falta de pago o corrección de un incumplimiento dará lugar a todas y cada una de las acciones de cobro permitidas por la ley, incluyendo mediante servicios de cobro de terceros o del Departamento de Ingresos de Oregon (Oregon Department of Revenue). El beneficiario acepta permitir que la Ciudad tome dichas acciones de cobro.



___ Como estos fondos de la Ley del Plan de Rescate Estadounidense (American Rescue Plan Act, ARPA) los dan la Ciudad de McMinnville y el Estado de Oregon, cada uno puede usar su compañía en futuras promociones de sus programas y servicios.

Certificación general

Certifico a mi leal saber y entender que toda la información contenida en esta solicitud, incluyendo todos los archivos adjuntos y certificaciones, es válida y precisa. También certifico que, a mi leal saber y entender:

3. La solicitud ha sido revisada y aprobada por los propietarios autorizados, los gerentes con la autoridad debidamente delegada o están en línea con los artículos de incorporación de la organización, los artículos de organización o los estatutos, y

4. Se verifica la autoridad de la firma.

Marcar uno:

☐ Sí, estoy autorizado a presentar en nombre del candidato dentro de la autoridad concedida en los artículos de incorporación, artículos de organización o estatutos del solicitante (por ejemplo, presidente, secretario, director ejecutivo, presidente de la junta, etc.).

☐ No, no estoy autorizado a presentar en nombre del candidato dentro de la autoridad concedida en los artículos de incorporación, artículos de organización o estatutos del solicitante, por lo que he adjuntado documentación que verifica mi autoridad para firmar en nombre del candidato.

La ciudad solo aceptará solicitudes con la documentación de autoridad con la firma adecuada.

Firma:

Nombre en letra de molde:

Título en letra de molde:

Fecha:

RESOLUTION NO. 2023-56

A Resolution Authorizing the Mayor to sign grant award letters for the Business Assistance Grant Program recipients for a total amount not to exceed \$115,000 for the Program.

RECITALS:

Whereas, the City of McMinnville can administer the McMinnville Business Resiliency and Recover Plan's McMinnville Business Assistance Grant Program; and

Whereas, the McMinnville Business Assistance Grant Program meets the requirements of the State American Rescue Plan Act Funds; and

Whereas, Funding for this project is the State American Rescue Plan Act Fund grant secured by former Representative Ron Noble during the 2021 Legislative session.

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

1. That the City of McMinnville will notice awards to the recipients of the Business Assistance Grant Program in the total award amount not to exceed \$115,000 as part of a state grant that the City of McMinnville received for Business Recovery and Resiliency programs funding to address the ongoing impacts of COVID.
2. The Mayor is hereby authorized and directed to sign the award letters to recipients in Exhibit A.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 24th day of October 2023, by the following votes:

Ayes: _____

Nays: _____

Approved this 24th of October 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBIT:

- A. Award Letters of the Business Assistance Grant Program Recipients.

EXHIBIT A

Total amount available: \$115,000

Applicant Name	TOTAL Score	Amount Requested	Award Amount (recommended)
Cutting Edge Metals	97.75	\$6,695.00	\$6,695.00
Serendipity Ice Cream	92.75	\$15,000.00	\$13,000.00
Roberto's Landscape and Maintenance, LLC	91.5	\$15,000.00	\$13,000.00
Fir Counseling, LLC	91	\$15,000.00	\$13,000.00
Growlers Tab Station LLC	89.5	\$15,000.00	\$12,000.00
M.J. Yard Maintenance	89.38	\$15,000.00	\$12,000.00
El Mango Loco	87.63	\$15,000.00	\$12,000.00
MVC Janitorial, LLC	86.88	\$15,000.00	\$12,000.00
JTR Insulation, LLC	86	\$15,000.00	\$12,000.00
Dina and Claus Cleaning Service, LLC	72.38	\$15,000.00	\$7,500.00
		\$141,695.00	\$113,195.00

STAFF REPORT

DATE: October 2, 2023
TO: Jeff Towery, City Manager
FROM: Jennifer Cuellar, Finance Director
SUBJECT: FY2023-24 Budget Amendment Resolution for 3rd Street Project



CITY GOVERNMENT CAPACITY

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

Report in Brief: Resolution 2023-50 authorized the contract for the 3rd Street project, noting that the contract cost that exceeded the original estimate will be paid for from the unallocated balance of the American Rescue Plan Act (ARPA) funds received by the city. This budget contingency transfer will create the additional appropriation now needed for the activity.

Discussion of Budget Amendment

Oregon Revised Statute (ORS) 294.471 allows a local government to prepare a budget amendment when state or federal funds are made available that were unknown at the time the budget was prepared. At the time of creating the FY2023-24 budget, the larger cost of \$111,174 for 3rd street project was not known.

As you may recall, at the June 16, 2023 Budget Committee meeting, the approved budget passed at that meeting – and also subsequently appropriated by Council on June 27, 2023 - included spending out the ARPA dollars as revenue recovery for governmental operations in FY2022-23 and allocating the amount after all direct project expenses were calculated be set aside in a committed reserve in the FY2023-24 budget to fund the balance of work associated with the approved project portfolio.

While it is not permitted to utilize *unappropriated* ending fund balance in a budget amendment, designated fund balances – like the one holding the committed funds estimated to remain at the end of the current fiscal year for spending on the ARPA portfolio of projects in FY2024-25 and beyond – may be made.

This budget amendment will reduce the year end designated fund balance by the \$111,174 additional dollars needed for the 3rd Street project and transfer it to the engineering program. This appropriation category transfer budget amendment may be done by Council resolution and no public budget hearing is required.

The proposed budget adjustment is as follows:

General Fund:	Adopted Budget	Budget Adjustment	Amended Budget
Resources:			
All resources unchanged	<u>49,423,574</u>	<u>-</u>	<u>49,423,574</u>
Total Resources	<u>49,423,574</u>	<u>0</u>	<u>49,423,574</u>
Requirements:			
Engineering	1,898,359	111,174	2,009,533
Designated Ending Fund Balance	2,954,988	-111,174	2,843,814
All other requirements unchanged*	<u>44,570,227</u>	<u>-</u>	<u>44,570,227</u>
Total Requirements	<u>49,423,574</u>	<u>0</u>	<u>49,423,574</u>

* Total includes unappropriated ending fund balance

Fiscal Impact:

This action reduces the committed designated fund balance of \$2,954,988 in the General Fund available for future ARPA project portfolio spending but does not alter the overall appropriation in the fund.

Council Options:

1. Adopt the FY2023-24 budget amendment thereby allowing the staff to move forward on previously approved project contract as described in resolution 2023-50 with BKF Engineers This is staff's recommendation.
2. Do not adopt the proposed FY2023-24 budget amendment. This would require securing alternative funding for the approved contract.

Documents:

1. Resolution 2023-61 FY2023-24 Budget Amendment 3rd Street Project

RESOLUTION NO. 2023 – 61

A Resolution adopting a budget amendment for fiscal year 2023-24 in the General Fund.

RECITALS:

This resolution proposes a budget amendment for the General Fund for purposes of fully funding a previously authorized contract for the 3rd Street project.

Oregon Local Budget Law ORS 294.471 allows a local government to prepare a budget amendment to accommodate unknown circumstances at the time the budget was adopted.

Total appropriations in the General Fund will not be changed. The budget amendment will transfer designated ending fund balance category appropriations to the engineering program budget. For this type of budget amendment, the governing body must adopt a resolution explaining the purpose for the budget transfer. Because the General Fund appropriations are not changing, a public hearing is not required.

The additional appropriations in the engineering program budget are needed because the budget estimate for the 3rd Street project contract was lower than the awarded contract by \$111,174.

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

1. **Adopt the following Budget Amendment:** The Common Council of the City of McMinnville adopts the following Budget Amendment for 2023-2024 in the General Fund
2. **Make Appropriations Transfer:** The appropriations category transfer for fiscal year 2023-2024 are hereby adopted as detailed below

General Fund:	Adopted Budget	Budget Adjustment	Amended Budget
Resources:			
All resources unchanged	\$ 49,423,574	-	\$ 49,423,574
Total Resources	<u>49,423,574</u>	<u>0</u>	<u>49,423,574</u>
Requirements:			
Engineering	1,898,359	111,174	2,009,533
Designated Ending Fund Balance	2,954,988	-111,174	2,843,814
All other requirements unchanged*	<u>44,570,227</u>	-	<u>44,570,227</u>
Total Requirements	<u>\$ 49,423,574</u>	<u>0</u>	<u>\$ 49,423,574</u>

* Total includes unappropriated ending fund balance

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 24th day of October 2023 by the following votes:

Ayes:_____

Nayes:_____

Approved this 24th day of October 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

STAFF REPORT

DATE: October 24, 2023
TO: Jeff Towery, City Manager
FROM: Jennifer Cuellar, Finance Director
SUBJECT: City Services Charge Status, Annual Review and Resolution

Strategic Priority and Goal:



CITY GOVERNMENT CAPACITY

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

Report in Brief:

The City Services Charge established by Ordinance 5123 in September of 2022 is coming up on its first year of implementation. The ordinance established an automatic increase based on consumer price index (CPI) data, specifically the September CPI-U West C index, not to exceed 5% in a single year with the Council able to defer any or all portion of the increase by council resolution. The following annual review provides information regarding the financial status of the City Services Charge. Attached is a resolution which would establish that a CPI increase will not be implemented for calendar year 2024.

City Services Charge Financial Status

The City Services Charge was implemented starting in January 2023 with six months of activity recorded for the prior fiscal year. The net amount of new unrestricted resources made available for city core services funded through the general fund was \$985,000. This result was 10% higher than the estimates made for FY23 during the FY24 budget development cycle, which means that actual contribution to the FY24 beginning

City Services Charge Financial Summary

	FY23 Actual	FY23 Est*		
Revenue	1,104,480	985,000		
Expense	119,789	91,300		
Net unrestricted resources	984,691	893,700	90,991	10.2%
	FY24 Budget	FY24 Est**		
Revenue	2,203,000	2,237,717		
Expense	145,800	143,323		
Net unrestricted resources	2,057,200	2,094,395	37,195	1.8%

* amount included in the FY23 ending/FY24 beginning fund balance calculation

** estimate is based on first two months of activities being extended for the remainder of the fiscal year.

balance in the general fund will be \$91,000 higher than projected for this specific program.

Looking at the FY24 year, two months of actual receipts and costs are in and the budget estimates, if the next 10 months proceed in a consistent way relative July and August 2023, approximately \$37,000 additional dollars may be available to support core services in the General Fund than were originally projected.

The current City Services rates are a \$13 per month standard rate for single-family homes with residents who live in multi-family dwelling types receiving a 25% discount, or \$9.75 per month, and low-income households at a 90% reduction, or \$1.30 per month.

The monthly rate structure for commercial properties is the following:

5/8" water meter	\$13.00	100% standard rate
3/4" water meter	\$13.00	100% standard rate
1" water meter	\$21.67	167% standard rate
1 1/4" water meter	\$26.00	200% standard rate
1 1/2" water meter	\$43.33	333% standard rate
2" water meter	\$69.33	533% standard rate
3" water meter	\$198.67	1067% standard rate
4" water meter	\$216.67	1667% standard rate
6" water meter	\$433.33	3333% standard rate
8" water meter	\$693.33	5333% standard rate
10" water meter	\$1,820.00	14000% standard rate

City Services Charge Additional Considerations

Further administrative work is required to create and bring online a management program for the past due payments sent to the Finance Department from McMinnville Water and Light's support services team. At FY23 year end, these delinquent payments totaled just under \$10,000.

In addition, the Finance Department aspires to build a more extensive program for qualifying payers for the low-income monthly rate.

Both of these activities would have impacts on the bottom line of resources available for core services programming that are not reflected in the FY24 financial estimates.

September Consumer Price Index (CPI) for all Urban Consumers in the West Region

In the ordinance, Section 5 describes the annual increase mechanism.

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

The September CPI-U increase from 2022 to 2023 was 3.9%. This represents the automatic increase which would go into effect in January 2024 unless alternative action is taken by council. An additional \$43,600 is estimated to be generated with the CPI increase relative leaving rates as they are for next year (\$80,800 noted below minus \$37,200 updated FY24 estimate noted on page 1 of staff report).

	FY24 Budget	FY24 Est with CPI		
Revenue	2,203,000	2,281,353		
Expense	145,800	143,387		
Net unrestricted resources	2,057,200	2,137,966	80,766	3.8%

Updated rates including the 3.9% CPI would be the following:

Single Family	\$13.51
Multi-Family	\$10.13
Low Income	\$1.35

5/8" water meter	\$13.51	100% standard rate
3/4" water meter	\$13.51	100% standard rate
1" water meter	\$22.56	167% standard rate
1 1/4" water meter	\$27.01	200% standard rate
1 1/2" water meter	\$44.98	333% standard rate
2" water meter	\$71.99	533% standard rate
3" water meter	\$144.12	1067% standard rate
4" water meter	\$225.16	1667% standard rate
6" water meter	\$450.19	3333% standard rate
8" water meter	\$720.33	5333% standard rate
10" water meter	\$1,890.98	14000% standard rate

Next Steps:

If Council prefers not to implement the CPI for next year, it will need to adopt a resolution to that effect. Attached is a resolution for consideration.

Fiscal Impact:

Financial prudence lies in keeping up with CPI movements so that the purchasing power of the revenue source does not erode over time. This is an issue which we are familiar with in McMinnville and is a driver of the structural issues associated with the way local government is largely funded in Oregon.

The revenue projections included here are particularly uncertain given the fact that the program is only in month nine of operations. And, as noted above, additional impacts on the bottom line for this year's City Services Charge revenue stream may occur.

However, because we appear to be in line with FY24 budget estimates at this stage, the City would not be running undue financial risk with choosing not to have a rate increase or setting a lower rate increase this year.

Options for Action:

1. Approve the attached resolution which would keep the 2023 rates at the same level for calendar year 2024.
2. Take no action and allow the ordinance's CPI rate increase provision to move forward in January 2024.
3. Instruct staff to put together a resolution for an alternative, lower rate increase in January 2024 of
 - a. 3%
 - b. 2%
 - c. 1%

Attachments:

1. CPI-U West Rate Summary from Bureau of Labor Statistics
2. Resolution No. 2023-62 for no City Services Charge rate increase in 2024

Attachment 1:

CPI-U West Rate Summary from Bureau of Labor Statistics

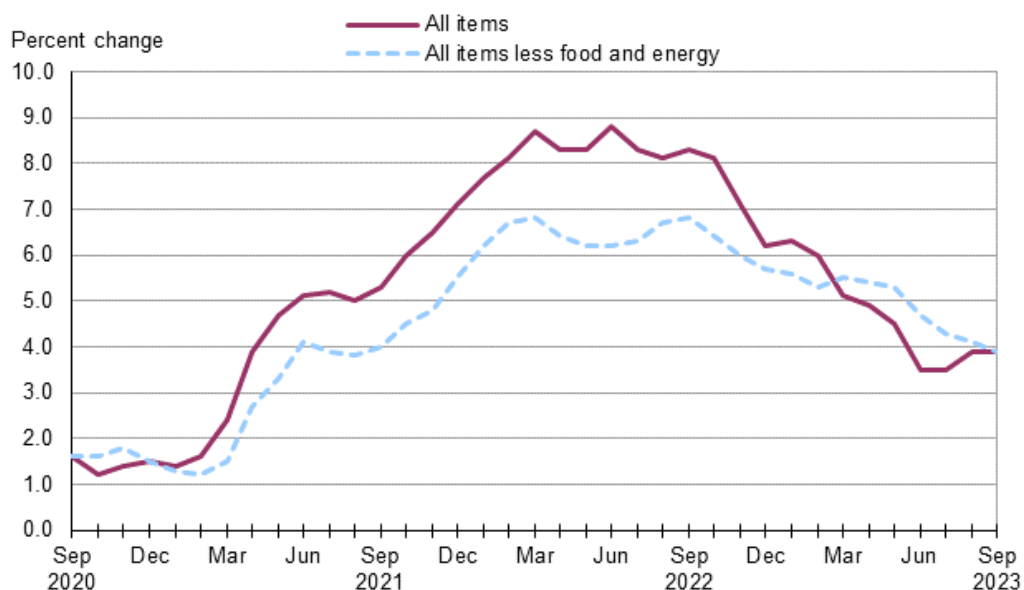
Consumer Price Index, West Region — September 2023

Area prices were up 0.4 percent over the past month, up 3.9 percent from a year ago

Prices in the West Region, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), increased 0.4 percent in September, the U.S. Bureau of Labor Statistics reported today. (See [table A](#).) The September increase was influenced by gasoline and shelter. (Data in this report are not seasonally adjusted. Accordingly, month-to-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U advanced 3.9 percent. (See [chart 1](#) and [table A](#).) Food prices increased 3.8 percent. Energy prices advanced 5.1 percent, largely the result of an increase in the price of electricity. The index for all items less food and energy increased 3.9 percent over the year. (See [table 1](#).)

Chart 1. Over-the-year percent change in CPI-U, West region, September 2020–September 2023



Source: U.S. Bureau of Labor Statistics.

https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm

RESOLUTION NO. 2023 - 62

A Resolution adopting no rate increase for City Service Charge in calendar year 2024.

RECITALS:

This resolution proposes no rate increase for City Service Charge in calendar year 2024.

The City Services Charge was established by Ordinance 5123 in September of 2022 and began in January 2023.

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

Because the first year of city services charges appear to be coming in ahead of FY2023-24 budget by approximately \$37,000 (revenue net of program expenses), there is no budgetary need to implement a rate increase in calendar year 2024.

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

1. **City Services Charge rates for CY2024 will not be increased:** The Common Council of the City of McMinnville adopts this resolution.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 24th day of October 2023 by the following votes:

Ayes:_____

Nays:_____

Approved this 24th day of October 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder



STAFF REPORT

DATE: October 10, 2023
TO: Mayor and City Councilors
FROM: Matt Scales, Police Chief
SUBJECT: Consideration on banning public drug consumption

Report in Brief:

With the passage of BM110 in November of 2020 the State of Oregon and its cities are now facing a drug epidemic of epic proportions. Your police department and MFD respond daily to overdoses, as well as the constant reports from citizens of people using illegal drugs in public. The City recognizes a significant gap in our current tools to combat the fentanyl crisis, stemming from insufficient restrictions on its public consumption. At present, ORS 430.402, a state statute, prevents local governments from prohibiting the public consumption of controlled substances. There are discussions going on at a state level which could potentially amend ORS 430.402, which would allow cities to ban public consumption of controlled substances. If ORS 430.402 is amended, and local control given back to cities, cities having an ordinance in place which criminalizes public consumption of drugs such as fentanyl, cocaine, heroin, and meth, on public lands, sidewalks, and other public rights-of-way could go into effect immediately once the City deems it has the proper resources in place.

One of the most important things we have learned from the passing of BM110 is that implementing something before the "backbone" is in place is a recipe for disaster. The resources, programs, budgeted/dedicated manpower, all need to be in place before anything is implemented. Without all that in place, a city ordinance outlawing public drug use will likely be destined to fail. It will fall short of our citizens' expectations, not because our intentions were wrong, but because public safety and the Municipal Court are already maxed out due to a combination of existing workload and inadequate staffing.

It will be critical that any ordinance being considered be vetted by impacted City departments, particularly Municipal Court, in addition to the Fire District, Yamhill County, and neighboring jurisdictions by continually update one another about the impacts of a potential City Ordinance.

For a city ordinance to truly be effective, it will likely take a sizeable investment in funding and personnel to adequately address what will likely be a demand from the community to go forward and fully enforce the new city ordinance once it is created. As a point of comparison, the police

department is not currently able to fully address all the communities calls and fully enforce the Camping Ordinance because of inadequate manpower and an overloaded Municipal Court docket.

In addition to tracking the issue in the Legislature, the City will need to stay apprised of the proposed initiatives, and evaluate staffing and workload impacts and likely include budget proposals to address the matter in the FY24-25 budget.

Background:

State and federal regulations oversee the possession, delivery, and manufacture of controlled substances. While federal laws outright ban the possession or use of certain substances, state statute decriminalizes possession of small amount of fentanyl (less than five user amounts) and doesn't address public consumption of fentanyl or other hard drugs. Notably, while state law already has provision against consuming cannabis in public places, there currently is no similar regulation of the public consumption of other controlled substances, including but not limited to fentanyl, cocaine, heroin, and meth. The City of McMinnville has long had rules against drinking alcohol on streets, sidewalks, and other public spaces so it would seem appropriate for the City Council to consider the same type of prohibitions.

- **Why is this the right time to consider a possible ordinance?**

The escalating substance abuse issues in McMinnville have reached alarming levels, particularly with the visible consumption of controlled substances in public areas. Public safety services have responded to an unprecedented number of overdoses, and this crisis impacts not just public health, but the safety of our citizens.

- **Would a City Ordinance banning public consumption override Measure 110?**

No. On November 3, 2020, Oregon voters passed Measure 110, making Oregon the first state to decriminalize the personal possession of controlled substances. For the possession of smaller amounts of controlled substances, Measure 110 reduces the penalty from a criminal misdemeanor level to a new, Class E violation (a fine). Candidly this has been a failure of epic proportions, as there are no systems in place through the Class E violation which encourages treatment or requires treatment. A city ordinance banning public consumption, making it criminal, could be a carrot to get the persons struggling with addiction into treatment, something that does not currently exist.

- **What if somebody does not comply with a potential law change?**

The City and our public safety partners support alternatives to criminal punishment when appropriate as evidenced by our McMinnville Municipal courts numerous diversion opportunities when enforcing City Code or State statutes. As the City of Portland has done, I would advocate the City Council explore an ordinance where those convicted of violating the ordinance may receive a fine or up to jail time as determined by the courts.

Question:

Does the City Council wish to have staff bring forward a City Ordinance banning public drug consumption.

Recommendation:

There is no recommendation currently from staff.

From: [Claudia Cisneros](#)
To: [Claudia Cisneros](#)
Subject: Councilor Chenoweth Comments for this evening
Date: Tuesday, October 24, 2023 6:04:07 PM
Attachments: [image001.png](#)
Importance: High

Good evening Mayor and Council (by blind copy),

Councilor Chenoweth is absent this evening but wanted me to pass along his comments for the regular meeting and will be made part of the record and added to the amended packet tomorrow.

Council Reports:

MEVLC met on October 11 -

We had a robust discussion with Matt Edlen from Edlen & Co. regarding trying to find different paths for work force housing. We discussed inclusionary zones, land trusts, private/public partnerships, and leveraging non-profits to bring costs down. This is the first in a series the EVLC will be doing on this topic.

Jody Christensen presented a list for approval for business resiliency grants that were part of what we call the \$750,000 Noble Grant from HB5006. We approved the list; the report is in your packet, and you will be voting on it tonight.

Parkway met on October 19 -

Discussed the following:

Section 2A (the Interchange at Wynooski Rd.) - Negotiations are still ongoing for the Employee Labor Agreement. There is time pressure as some of the funds have timing deadlines for allocations and we are approaching them quickly. All funding is secured, right of way purchased, and once these negotiations are complete the project can go to bid.

Everything else covered in the bypass and McDougal discussions is unchanged from the last report.

In terms of funding. A group will be presenting for the short session before ways and means headed by former Sen. Bruce Starr and to include Mayor Drabkin.

Resolution No. 2023-62 (item 7c) On Ordinance 2023-62 - Seeing that the Fire District has passed I would ask my fellow Councilors to reconsider the need and continuation of this City Service Charge over the next few years and further would ask the council to direct staff to work out a phase out of this fee commensurate with any spending of the \$1.50 per thousand.

Somewhere between \$4.5 and \$5 million dollars per year is now available to the city and based upon the views expressed in the budget committee it will eventually be assessed. At the time of the increase to the PILOT was passed we were told we have a persistent shortfall of \$2 million. That increase added approximately \$500,000 to the general fund. I think that the \$5 to \$5.5 million combined we expect from the pilot and the 1.5 per 1000 available funds should be more than adequate for us moving forward.

item 8 On Public Drug Consumption - While it has become worse, public drug consumption on Marsh Lane was an issue long before 110 and we did seemingly little to enforce this before 110. That is not meant to be derogatory to our police department, it is just the reality on the ground. First, a police officer would actually have to catch them in the act. Second, petty crime, of which often public drug consumption is considered to be, is already very difficult for our overtaxed department to address. We are persistently understaffed at the PD, and now it is worse than ever. We need to get an understanding as to why we are struggling to get laterals before we add further enforcement to the officers we have.

Currently a petition to repeal 110 is in the works, a legislative fix is in the works, and now we as a city want to tackle it. Honestly asking the staff to look into what steps we can take is acceptable with me but ultimately the proper course of action is the citizens need to repeal what they implemented. Our nation is a nation that is "of the people, by the people and for the people". The people spoke and they have the ability to speak again. I know politicians for various reasons are interested in trying to score political wins over this bad ballot measure, but the truth is the people spoke when they voted for it and the people need to be the ones to repeal it.

Thank you,
Claudia



City of McMinnville

Claudia Cisneros, CMC

City Recorder/City Elections Officer

503-435-5702 (desk)

230 NE Second Street

McMinnville, OR 97128

Monday – Thursday 7:00 a.m. – 5:30 p.m.

Website: <http://www.mcminnvilleoregon.gov> | [Recorder Page](#) |

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From: [Natalie McPhillips](#)
To: [Claudia Cisneros](#)
Subject: Letter of support for new aquatic center
Date: Monday, October 23, 2023 7:18:47 AM
Attachments: [We sent you safe versions of your files.msg](#)
[McPhillips Letter to City Council.docx](#)

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

This message originated outside of the City of McMinnville.

Good morning Claudia,

I prepared a written letter of support for a new recreation/aquatic center that I would like to be included as a public comment in tomorrow's City Council meeting. Please see attached.

Thank you!

Natalie McPhillips

Dear Mayor and City Councilors,

I would like to thank you for your commitment and dedication to our community, specifically your current effort towards the design and development of a new recreation and aquatic center.

My husband and I both grew up in McMinnville and the aquatic center had a significant impact on our childhoods. I learned to swim in the pool and my husband, Ian, joined the swim team as a Junior in High School. It was largely due to his incredibly positive experience with the McMinnville Swim Team that he went on to become a Rescue Swimmer in the United States Coast Guard.

Our family moved back to McMinnville in 2022 after serving 22 years in the Coast Guard and we are so excited that both of our daughters now swim with the McMinnville Swim Club. Our entire family uses the aquatic center on an almost daily basis. We are so appreciative of the value that it adds not just in our lives, but to so many families and individuals, including everyone from the small children learning to swim in the Wiggles and Giggles classes to the Rock N' Roll arthritis water aerobics class. The aquatic center is truly a hub of our community.

I hope that you will continue to focus your efforts on designing and building a new recreation and aquatic center that will serve generations to come as our community continues to grow and evolve.

Sincerely,
Natalie McPhillips

From: [Dianne Haugeberg](#)
To: [Claudia Cisneros](#)
Subject: City Council letter
Date: Monday, October 23, 2023 11:34:44 AM
Attachments: [We sent you safe versions of your files.msg](#)
[City Council letter 2023 \(Haugeberg\).pdf](#)

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

This message originated outside of the City of McMinnville.

Hi Claudia,

I'm attaching a letter from Dave and Cathy Haugeberg that I'm hoping can be included in the City Council book tomorrow. I'm hoping you also received a letter from Natalie McPhillips for the City Council meeting tomorrow too.

Thank you!!!

~Dianne

Dianne L. Haugeberg

LL.M. in Federal Taxation

HAUGEBERG, RUETER, GOWELL, FREDRICKS & HIGGINS, P.C.
620 North East Fifth Street | P.O. Box 480 | McMinnville, Oregon 97128
Telephone (503) 472-5141 | Fax (503) 472-4713
dlhaugeberg@hrglawyers.com | www.hrglawyers.com

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HAUGEBERG
David and Cathryn Haugeberg
[REDACTED]
McMinnville, OR 97128

October 23, 2023

McMinnville City Council
230 NE Second Street
McMinnville, OR 97128

Re: Recreational and Aquatic Center

Dear Mayor and City Councilors:

McMinnville, since inception, has been gifted with a vision of what could be rather than an attitude of: “let’s be satisfied with what we have”. This letter isn’t intended to be a history of all the things that have made our city special but rather a forward-looking letter. We’re pleased that the Council and MacPac are in the process of visioning about what could be with a new recreational and aquatic center. This is an opportunity to enhance our community’s infrastructure which will provide important benefits:

1. Enhanced and expanded recreation for our citizens
2. A significant investment in our youth
3. An increased economic benefit to our city

As long-time members of our community, we have observed the impacts of our current, yet outdated swim center. A facility’s infrastructure that is approaching the end of its physical life. We were deeply involved in promoting the funding of our current aquatic facility. We co-chaired the campaign, “A Pool For Everybody”, which funded the bleachers, diving boards, starting blocks, miscellaneous other equipment and the electronic swim competition timing equipment. We did so because we believe in the importance of a thriving aquatic center in our community.

We have witnessed first-hand the benefits to our youth at the aquatic center from swim lessons to the incredibly successful McMinnville Swim Club (MSC) which has served thousands of its members over the past 67 years and currently serves approximately 140 swimmers on its team. We watched the impacts and benefits on the lives of our youth swimmers including our daughters, from their involvement in MSC and swim competition. They not only became physically stronger, they learned life lessons of the importance of ongoing physical fitness. Competition also made them emotionally stronger. They learned life lessons of teamwork and they learned to be the “Best You Can Be”. And perhaps most importantly, they learned the life lesson that benefited them in their classroom performance and in life: **HARD WORK AND PERSEVERANCE PAY OFF.**

Our current aquatic center is a very busy facility that was designed for a smaller city population and for different swim standards and competition. A new recreational center with a competition pool that meets the requirements of both short and long course competition would attract major Oregon and regional



swim meets. A 50-meter competition pool with adequate spectator seating would be a major attraction that would draw large numbers of swimmers, parents, grandparents and families from all around our region.

There are weekend events (many are three days) where attendees would stay, eat and bring significant economic benefits to our community. We know this from personal experience as our daughters, Dianne and Karen, both swam on the MSC team and the McMinnville High School team and now our grandchildren, Keller and Cate Shea, swim on the MSC team and Keller is on the high school team. As such, we have watched, volunteered and attended a very, very large number of swim meets and have traveled to many different swimming facilities in the Pacific Northwest. We think McMinnville would benefit from a 50-meter swim complex that would be large enough to attract these state and regional events as well as provide the capacity for our growing McMinnville population.

A new aquatic center with two pools, including a 50-meter competition pool, brings another very important benefit: the funding support of the thousands of past and present MSC swimmers, their parents, families and other users who have benefited from this program and facility. Our local swim community support was vital in the funding of the current facility and we think it would be imperative for a new expanded recreational facility as well.

We appreciate your continued dedication and work towards a new recreational facility with an expanded aquatic center which will benefit McMinnville for generations to come.

Respectfully,

David and Cathryn Haugeberg