



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

**City Council Meeting Agenda  
Tuesday, February 27, 2018  
7:00 p.m. – Regular Council Meeting**

*Welcome! All persons addressing the Council will please use the table at the front of the Council Chambers. All testimony is electronically recorded. Public participation is encouraged. If you desire to speak on any agenda item, please raise your hand to be recognized after the Mayor calls the item. If you wish to address Council on any item not on the agenda, you may respond as the Mayor calls for "Invitation to Citizens for Public Comment."*

**7:00 PM – REGULAR COUNCIL MEETING – COUNCIL CHAMBERS**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. INVITATION TO CITIZENS FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than: a topic already on the agenda; 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. Please complete a request to speak card prior to the meeting. Speakers may not yield their time to others.*
4. CONSENT AGENDA
  - a. Consider request from Portland Winery Collective LLC for a Liquor License Application for a Winery located at 2803 NE Orchard Avenue.
  - b. Consider request from Third and Tasty Inc. for a Full On-Premises, Commercial Liquor License located at 530 NE 4<sup>th</sup> Street/ 375 NE Ford Street.
  - c. **Resolution No. 2018-09:** A Resolution consenting to the Transfer of the Fixed Base Operator Lease at the McMinnville Municipal Airport.
5. PUBLIC HEARING
  - a. A public hearing on a proposed supplemental budget for the City of McMinnville for the fiscal year ending June 30, 2018. The purpose of the hearing is to discuss the supplemental budget with interested persons. A copy of the supplemental budget document may be inspected or obtained on or after February 22, 2018 at McMinnville City Hall, Finance Department, 230 NE 2nd Street, McMinnville, OR between the hours of 8:00 AM and 5:00 PM.

Kent Taylor Civic Hall is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made a least 48 hours before the meeting to the City Recorder (503) 435-5702. For TTY services, please dial 711.

6. RESOLUTIONS

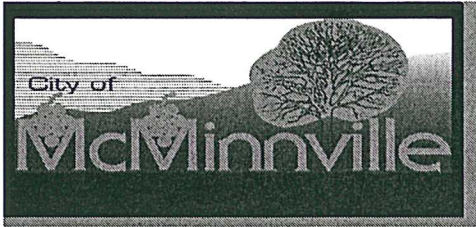
- a. **Resolution No. 2018-10:** A Resolution adopting a supplemental budget for fiscal year 2017-2018 and making supplemental appropriations.
- b. **Resolution No. 2018-11:** A Resolution re-appointing Robert Peacock as Airport Commissioner.

7. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports
- c. Building Division Report
- d. Cash and Investment Report – December 2017

8. ADJOURNMENT

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City Recorder Use

Final Action: \_\_\_\_\_

☒ Approved

☐ Disapproved

## Liquor License Recommendation

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BUSINESS NAME / INDIVIDUAL: \_Portland Winery Collective LLC\_

BUSINESS LOCATION ADDRESS: \_2803 NE Orchard Ave McMinnville, OR 97128\_

LIQUOR LICENSE TYPE: \_Winery – 2<sup>nd</sup> Location\_

Is the business at this location currently licensed by OLCC

☒ Yes

☐ No

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

\_\_\_\_\_

Hours of operation: \_N/A\_

Entertainment: \_N/A\_

Hours of Music: \_N/A\_

Seating Count: \_N/A\_

EXEMPTIONS:

(list any exemptions)

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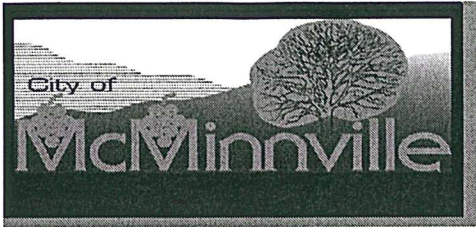
Tritech Records Management System Check: ☒ Yes ☐ No

Criminal Records Check: ☒ Yes ☐ No

Recommended Action: ☒ Approve ☐ Disapprove

Chief of Police / Designee

City Manager / Designee



City Recorder Use

Final Action:

☒ Approved ☐ Disapproved

## Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Third and Tasty Inc

BUSINESS LOCATION ADDRESS: 530 NE 4<sup>th</sup>/375 NE Ford St, McMinnville, OR

LIQUOR LICENSE TYPE: Full On-Premises, Commercial

Is the business at this location currently licensed by OLCC

☒ Yes ☐ No

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

\_\_\_\_\_

Hours of operation: 8AM to 11PM Sun- Saturday

Entertainment: Recorded Music

Hours of Music: during hours of operation

Seating Count: 65

EXEMPTIONS:

(list any exemptions)

Tritech Records Management System Check: ☒ Yes ☐ No

Criminal Records Check: ☒ Yes ☐ No

Recommended Action: ☒ Approve ☐ Disapprove

 2/9/18

Chief of Police / Designee

City Manager / Designee



**City of McMinnville**  
**Community Development Department**  
231 NE Fifth Street  
McMinnville, OR 97128  
(503) 434-7312

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

## STAFF REPORT

**DATE:** February 21, 2018  
**TO:** Jeff Towery, City Manager  
**FROM:** Mike Bisset, Community Development Director  
**SUBJECT:** SDC Rates Resolution

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### **Report in Brief:**

This action is the consideration of a resolution consenting to the Transfer of the Fixed Base Operator Lease at the McMinnville Municipal Airport.

### **Background & Discussion:**

Effective June 28, 2016, the City of McMinnville granted a lease to Konect Aviation Oregon, LLC for the purpose of operating a Fixed Base Operation (FBO) and for providing Airport Manager Services. Konect Aviation Oregon, LLC has now entered into an agreement with Potcake Aviation LLC to affect a transfer of control of the lease from Konect Aviation Oregon, LLC to Potcake Aviation LLC.

Section 5.06 of the lease allows for the transfer of the lease, upon City approval. In accordance with the lease requirements, Potcake Aviation LLC has requested the City consent to the transfer, and has agreed to the attached Agreement to Transfer of Lease document.

### **Attachments:**

1. Resolution
2. Agreement to Transfer of Lease document
3. Potcake Aviation LLC qualifications information

### **Recommendation:**

Staff recommends that the City Council adopt the attached resolution approving the lease transfer, and authorizing the City Manager to execute the Agreement to Transfer of Lease document.

RESOLUTION NO. 2018-09

A Resolution consenting to the Transfer of the Fixed Base Operator Lease at the McMinnville Municipal Airport.

RECITALS

Effective June 28, 2016, the City of McMinnville granted a lease to Konect Aviation Oregon, LLC for the purpose of operating a Fixed Base Operation (FBO) and for providing Airport Manager Services;

Konect Aviation Oregon, LLC has now entered into an agreement with Potcake Aviation LLC to affect a transfer of control of the lease from Konect Aviation Oregon, LLC to Potcake Aviation LLC;

Section 5.06 of the lease allows for the transfer of the lease, upon City approval. In accordance with the lease requirements, Potcake Aviation LLC has requested the City consent to the transfer, and has agreed to the Agreement to Transfer of Lease document.

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

1. The City consents to the Transfer as described above.
2. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of the City of McMinnville at a regular meeting held the 27<sup>th</sup> day of February, 2018 by the following votes:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Approved this 27<sup>th</sup> day of February, 2018.

\_\_\_\_\_  
MAYOR

Approved as to form:

  
\_\_\_\_\_  
CITY ATTORNEY

## AGREEMENT TO TRANSFER OF LEASE

In consideration of the executed sale agreement dated \_\_\_\_\_ between Konekt Aviation Oregon, LLC (Seller) and Potcake Aviation LLC (Buyer), the Buyer agrees to fulfill the Sellers obligation to the City of McMinnville (Lessor) as the Fixed Base Operator (FBO) for the remainder of the Lease Agreement (see Exhibit A). The Lessor agrees to the transfer of the existing Lease Agreement to the Buyer.

This Contract contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this Contract except in writing and signed by both parties. This Contract shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.

SELLER: Konekt Aviation Oregon, LLC

\_\_\_\_\_  
By: Holly D. Nehls  
Title: Owner/General Manager

Date: \_\_\_\_\_

BUYER: Potcake Aviation LLC

\_\_\_\_\_  
By: Roy Armstrong  
Title: Manager

Date: \_\_\_\_\_

LESSOR: City of McMinnville

\_\_\_\_\_  
By: Jeff Towery  
Title: City Manager

Date: \_\_\_\_\_





\$116.00

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06/30/2016 10:07:53 AM

DMR-LDMR Cnt=1 Stn=3 SUTTONS  
\$80.00 \$5.00 \$11.00 \$20.00

**FIXED BASE OPERATOR LEASE AND  
AGREEMENT FOR FBO AND AIRPORT  
MANAGER SERVICES**

**WITNESSETH**

WHEREAS, the Lessor owns, maintains, and operates a municipal airport within the McMinnville City limits;  
and

WHEREAS, the Lessee desires to use a part of the airport for the purpose of engaging in the business of  
selling aircraft or aircraft engines, accessories and parts; or providing storage space for aircraft; or operating a  
repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories; or giving  
flight instructions; or renting aircraft to licensed pilots; or providing on-demand charter services; and

WHEREAS, the Lessor and the Lessee desire to cooperate to promote the McMinnville Airport and work  
for its long-term success; and

NOW THEREFORE, the City of McMinnville Oregon, hereafter known as Lessor, and Konect  
Aviation Oregon, LLC, hereafter known as Lessee, hereby enter into this agreement.

**ARTICLE 1  
PREMISES**

Section 1.01 - Leased Premises: Lessor hereby leases to Lessee, subject to the terms and conditions  
hereinafter set forth, what is commonly known as the West Hangar as well as the facilities for storing and  
dispensing fuel and the airport tie down areas, all situated on the McMinnville Airport property, approximately  
three miles east of McMinnville in Yamhill County, Oregon. Lessor grants to Lessee the exclusive right, privilege  
and responsibility to use the premises solely for the purposes of conducting the commercial aeronautical operations  
required under Section 5.11, and permitted under Section 4.06, and for no other purpose not specifically authorized  
herein without the written consent of Lessor.

**ARTICLE 2  
TERMS AND CONDITIONS**

Section 2.01 - Initial Term: Lessee agrees to lease from Lessor, and Lessor does hereby lease unto Lessee,  
the above described premises for the uses and purposes herein mentioned, commencing on July 1, 2016, and  
ending June 30, 2026 unless terminated by the operation of any forfeiture clause or other rights reserved herein.

Section 2.02 - Extension Term: Provided Lessee is not in default, or in any other way out of conformance  
with the provisions and requirements of this lease, during the final year of this lease the parties may  
negotiate an extension to this agreement for an additional term not to exceed 10 years from the expiration of the  
initial term.

Section 2.03 - Termination: Time of payment and performance is of the essence in this Agreement. Lessee  
shall comply with all of its obligations in strict accordance with the terms and provisions of this Agreement. If the  
Lessee remains in default under this Agreement after Lessor has provided notice of default and an opportunity to  
cure as described in this Section, then the Lessor may cancel and terminate this agreement by giving Lessee sixty  
(60) days advance written notice of such termination:



1. The default by Lessee in the performance of any covenant or agreement herein required to be performed by Lessee, except the payment of rent, and the failure of Lessee to remedy such default within a period of thirty (30) days after receipt from Lessor of written notice to remedy the same; or a second such failure to perform within the twelve (12)-month period following the first failure to perform, without any notice obligation to Lessor provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Lessee shall have remedied the default prior to receipt of Lessor's notice of cancellation.
2. In the event Lessee fails to pay the rent charges, or other charges due herein within fifteen (15) days of the date due, Lessor may, at its election, notify Lessee in writing of its intention to cancel this lease, and if the rent is not thereafter paid within fifteen (15) additional days, Lessor, at its option, may cancel this lease and all the rights of Lessee herein. In the event Lessee fails to pay the rent charges, or other charges due herein within fifteen (15) days of the date for a second time within any twelve (12) month period, Lessor may, at its election and without any notice obligation to Lessor, cancel this lease.
3. Lessee's insolvency, and assignment by Lessee for the benefit of creditors, the filing by Lessee of a voluntary petition in bankruptcy, adjudication that Lessee is bankrupt, the filing of an involuntary petition in bankruptcy and the failure of Lessee to seek a dismissal of the petition within thirty (30) days after the filing, or the attachment of or the levy of execution of the leasehold interest and failure of the Lessee to secure a discharge of the attachment or release of the levy of execution within ten (10) days after such attachment or execution.
4. Any other event or circumstance that would justify termination or cancellation of the lease under Oregon law.

Section 2.04 - Eviction: Upon the termination of this lease pursuant to the provisions of this lease, Lessor, or those having its estate in the premises, lawfully may, at its option, immediately or at any time thereafter, without demand or notice, in the name of the whole, repossess the same of its former estate, and expel said Lessee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy that otherwise might be used, for arrears in rent or breach of covenants on the reclaimed aforesaid premise, this lease shall terminate.

Section 2.05 - Termination in the Event of Airport Closure: Should the McMinnville Municipal Airport, or any portion of the airport upon which the subject premises are located, close due to any Federal or State order, or any other reason beyond the reasonable sole control of the City of McMinnville, then the City of McMinnville may terminate this lease upon one hundred eighty (180) days written notice to Lessee.

Section 2.06 – Duty to Comply with Federal Aviation Administration (FAA) Regulations:

1. The lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a DOT program or activity is extended for another purpose involving the provision of similar services or benefits, the lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
2. FAA Advisor Circular dated September 1, 2015, et seq, AC No: 150/5210-20A, Initiated by: AAS- 300, is made a part of this lease and Lessee shall comply with applicable provisions.

Section 2.07 - Support: The Lessor shall endeavor to support the Lessee's Airport Management activities and the Business and Airport Promotion activities described in Section 5.11 (3) and (4), by making reasonably available to Lessee, at Lessor's expense, Lessor's officer, employees and agents. Lessor shall retain sole discretion to determine the manner and method of providing such support in the context of the Lessor's other operations and responsibilities.

**ARTICLE 3**  
**RENTAL AND OTHER PAYMENTS**

Section 3.01 - Rental: Lessee agrees to pay to Lessor, by the first day of the month, rental payments for said month in the sum of \$737 adjusted each year commencing with the anniversary date of this agreement. The rental rate adjustment shall be based upon the following:

The rent may be adjusted by the Lessor for any and/or all years subsequent to the first year and upon the anniversary of the lease date, based upon the percentage change in the Consumer Price Index-W for the Portland Oregon Metropolitan Statistical Area as calculated by the United States Department of Labor, Portland office for the 12 month period preceding June 30 of said year.

**The failure of the City of McMinnville to make any rent adjustments on the anniversary date of the initial term shall not in any way prohibit the City of McMinnville from adjusting the rent at any later date in such a manner to include any or all adjustments that could have been made at the anniversary date or dates, provided that no rent adjustment shall be retroactive.**

Section 3.02 - Penalty for Late Payment: In the event Lessee fails to pay any rental charge within fourteen (14) days after the same is due Lessor, Lessee shall be obligated to pay a late payment charge of 1.00 percent per month on past due lease fees, with a minimum charge of ten dollars (\$10.00).

Section 3.03 - Taxes: Lessee shall pay all taxes and assessments against the real and personal property owned by Lessee.

Section 3.04 - Utilities: Lessee shall pay all costs for utility services furnished to or required by Lessee.

Section 3.05 - Security Deposit: Lessee shall, upon execution of this lease and not more than 30 days after each anniversary date, deposit and maintain with Lessor a sum equal to two months rent (i.e.  $\$737 \times 2 = \$1,474$ ) to be held as a security deposit. The Lessor shall hold the security deposit without liability for interest. Such deposit may be used by Lessor to cover any of Lessor's costs that may be incurred at the conclusion or termination of this lease in the event of any failure by Lessee to comply with any of the terms hereof. If Lessor is not in default at the termination of this lease, any remaining balance shall be returned to Lessee within sixty (60) days after the end of Lessee's tenancy or the completion by the Lessor of any required cleanup or repair, whichever shall last occur. Nothing herein shall limit the Lessor's right to additional remedies, sums, or damages in the event that the deposit is inadequate to meet all of Lessee's obligations hereunder.

Section 3.06 - Fuel Concessions: Lessee shall make all arrangements for the purchase and provision of all fuel to be dispensed through the fuel concession/facility, paying the lessor on the first day of the month a fuel flowage fee with a minimum annual guaranteed (MAG) as described below:

a. Jul 1, 2016 - Dec 31, 2017: No MAG during the runway closure due to an unpredictable decline in sales. The fuel flowage rate will be set at three (3) cents per gallon on the first 100,000 gallons pumped in the calendar year and at a rate of five (5) cents per gallon over 100,000 gallons pumped.

b. Jan 1, 2018 - Dec 31, 2018: \$8,000 MAG with a fuel flowage rate set at three (3) cents per gallon on the first 100,000 gallons pumped during the calendar year and at a rate of five (5) cents per gallon over 100,000 gallons pumped.

c. Jan 1, 2019 - Dec 31, 2019: \$8,000 MAG with a fuel flowage rate set at five (5) cents per gallon.

d. Jan 1, 2020 - Jun 31, 2025: \$10,000 MAG with a fuel flowage rate set at five (5) cents per gallon.

Fuel flowage fees and MAG past Jun 30, 2025 will be reviewed prior to the extension of the initial lease period and will be set via an amendment to the lease agreement.

Section 3.07 - Rents Collected Management Fee: Lessor agrees to pay to Lessee 20% of the rents collected for City owned facilities described in Section 5.11(4), but excluding rent collected from Lessee as described in Section 3.01.

Section 3.08 - Repair and Maintenance Reimbursement: Except as provided in Section 5.10, Lessor agrees to reimburse Lessee at a cost plus 15% for major maintenance and repairs performed by the FBO at the City's request on City owned facilities described in Section 5.11(4). Consumable items such as paper towels, soap, etc which primarily benefit the FBO and its customers are not reimbursable items.

Section 3.09 - Airport Management Fee: Lessor agrees to pay to Lessee \$1,300 per month for airport management services adjusted each year commencing with the anniversary date of this agreement. The adjustment shall be based upon the percentage change in the Consumer Price Index-W for the Portland Oregon Metroploliton Statistical Area as calculated by the United States Department of Labor, Portland office for the 12 month period preceding June 30 of said year.

Section 3.10 - Mowing: Lessor agrees to pay to Lessee an hourly rate of \$40 an hour for grounds mowing. Where renting large tractor equipment becomes necessary, the hourly rate will be set at \$45 an hour. These hourly rates will be renewed no later than January 30 of each subsequent year based on existing market conditions. Current acreage is 104 acres and may flucutute as dictated by the Lessor.

## **ARTICLE 4 LESSEE'S RIGHTS**

Section 4.01 - Quiet Enjoyment: Lessor agrees that, on payment of the rent and performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee shall peaceably have and enjoy the leased premises and all rights and privileges of said airport, its appurtenances, and facilities granted herein.

Section 4.02 - Non-Exclusive Use of Public Airport Facilities: Lessee shall have the right of nonexclusive use in common with the others authorized so to do, of all public airport facilities and improvements, which are now or hereafter provided at said airport. Such public airport facilities and improvements may be changed, altered, or modified from time to time at the discretion of Lessor. Nothing herein grants the lessee any right to store or dispose of any aircraft, parts, fuel or oil, equipment, waste, or any other materials on nonexclusive use areas referenced above.

Section 4.03 - Access to Leased Areas: Lessee shall have ingress and egress between the leased premises and the nearest accessible public road by suitable entrance road as designated by the Lessor. Where no entrance road or walkway exists, the Lessor may designate access via a secondary taxiway. Emergency access gates and ways are not to be used for normal access.

Section 4.04 - Access to Taxiways and Runways: Lessee shall have ingress and egress for aircraft traffic to the taxiways and runways of the airport. This access right is, however, limited by the City of McMinnville's right to temporarily close the Airport due to weather, other adverse conditions or special events, which in the exclusive judgment of the City of McMinnville warrants such temporary closure.

Section 4.05 - Access to Public Utilities and Services: Lessee may contract for and make connections to public utility services as are available, and Lessor, when appropriate and necessary, may grant easements in suitable locations for such connections. Lessee shall be solely responsible for costs and disbursements incurred pursuant to any such contracts or connections.

Section 4.06 - Rental of Space to Others: Lessee may use the leased premises for storage for hire of the aircraft of other persons. Lessee's right to rent space to others for storage of aircraft shall not constitute a right to sublease the entire leased premises to any other person. The right to rent space for storage of aircraft is limited specifically to that purpose and shall not include, without Lessor's prior written consent, Lessee's relinquishment or delegation of, control of, or responsibility for the leased premises, or any activity thereon or connected therewith, to any other person. In addition, Lessee agrees upon request from Lessor, from time to time, to provide a list of persons or firms renting space on the leased premises for the storage of aircraft. Lessee shall not permit any person renting space for the storage of aircraft to conduct any commercial or other activity on the leased premises or to use the leased premises in any manner or for any purpose not permitted by this lease.

Section 4.07 - Restrictions on Use: In connection with the use of the Premises, Lessee shall:

1. Conform to all applicable laws, fire codes and regulations of any public authority affecting the Premises and the use, and correct at Lessee's own expense any failure of compliance created through Lessee's fault or by reason of Lessee's use, but Lessee shall not be required to make any structural changes to effect such compliance.
2. Refrain from any activity that would make it impossible to insure the Premises against fire and other casualties, would increase the property insurance rate, or would prevent Lessor from obtaining reduced premium rates for long-term fire insurance policies, unless Lessee pays the additional cost of the insurance.
3. Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the Premises.
4. Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Lessor.

## ARTICLE 5 LESSEE'S OBLIGATIONS AND RESPONSIBILITIES

Section 5.01 - Legal: Lessee agrees to observe and obey all the regulations and laws or any future changes in the regulations and laws of the following governmental bodies and each of their departments and agencies: the United States of America; the State of Oregon; the County of Yamhill; and the City of McMinnville, including but not limited to any regulations, resolutions, and rules governing the use and operation of the Airport, and other Ordinances and laws that the City of McMinnville has adopted, or in the future may adopt or amend.

Section 5.02 - Operation: Lessee shall maintain the leased premises in conformance with all safety regulations of the State of Oregon and the City of McMinnville, and in compliance with the requirements of all legally applicable State of Oregon Fire and Building Codes.

Section 5.03 - Fire Prevention: The Lessee shall in all respects comply with the current adopted Uniform Fire Code, unless otherwise approved in writing by the City of McMinnville Fire Marshal. Lessee shall exercise due and reasonable care and caution to prevent and control fire on the premises and to that end shall install and maintain suitable fire extinguishers throughout the leased premises in accordance with rules and regulations as set forth by the Fire Marshal. Except as may be allowed by written authorization of the Fire Marshal and the Lessor, all fuel, solvents, paints, and other similar flammable materials, except motor oil or other lubricants, are prohibited within the leased premises. Fuel within the tank of a parked aircraft is exempted from this provision.

Section 5.04 - Environmental Warranties: Lessee agrees with and represents and warrants to Lessor that Lessee shall not cause or permit any hazardous substances or other dangerous toxic substances or any solid waste to be generated, manufactured, refined, transported, treated, stored, disposed, handled, processed, produced, or released on the Premises except in compliance with all applicable federal, state, and local laws and regulations, and further that Lessee shall comply with all other provisions of all environmental laws in a strict and timely manner. Notwithstanding the preceding, all transport, storage, generation, manufacture, refining, treatment, processing, or release of hazardous substances or other dangerous toxic substances, or any material contaminated therewith, is prohibited without written approval of the Lessor.

Lessee may use or otherwise handle on the Premises only those hazardous substances typically used or sold in the prudent and safe operation of the business. Lessee may store such hazardous substances on the Premises only in quantities necessary to satisfy Lessee's reasonably anticipated needs. Lessee shall comply with all environmental laws and exercise the highest degree of care in the use, handling, and storage of hazardous substances and shall take all practicable measures to minimize the quantity and toxicity of hazardous substances used, handled, or stored on the Premises. Upon the expiration or termination of this Agreement, Lessee shall remove all hazardous substances from the Premises. As used in this agreement, the term "environmental law" shall mean any federal, state, or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment.

As used in this agreement, the term "hazardous substances" is used in its broadest sense and refers to materials that, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may cause or pose a present or potential hazard to human health or to the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported, or otherwise handled. The term includes, without limitation, petroleum products or crude oil or any fraction thereof, and any and all hazardous or toxic substances, materials, or wastes as defined by or listed under the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and any other of the environmental laws.

Section 5.05 - Restaurants: Lessee agrees that it has no right to, and will not operate, a restaurant business on the leased premises without prior written agreement from Lessor.

Section 5.06 - Assignment and Transfer: Lessee shall not assign, sell, encumber, or otherwise transfer, in whole or in part, its rights or obligations under this Agreement or its interest in the Premises or improvements thereon without Lessor's prior written consent, and Lessor will not unreasonably withhold approval. When, in the

exclusive judgment of the City, reasonable cause exists to suspect a violation of any of the provisions of this lease that relates to hazardous substances, including but not limited to the provisions of Section 4.07 and 5.04, Lessor may require an environmental assessment, at Lessee's cost, prior to approval of any assignment or transfer. Consent in one instance shall not constitute a waiver of the consent requirement with respect to subsequent matters requiring Lessor's consent. In the event of any assignment or transfer approved by Lessor, any assignee or transferee shall be subject to the same conditions, obligations, and terms as set forth herein, and Lessee shall be responsible for the observance by its assignees or transferees of the terms and covenants of this lease.

Section 5.07 - Subleasing: Lessee shall not sublease the Premises, in whole or in part, without Lessor's prior written consent. Said consent shall not be unreasonably withheld. Consent in one instance shall not constitute a waiver of the consent requirement with respect to subsequent matters requiring Lessor's consent. In the event of any sublease approved by Lessor, any sublessee shall be subject to the same conditions, obligations, and terms as set forth herein. This shall be assured in writing by the provisions of the sublease, the wording of such to be approved by the City of McMinnville. Further, Lessee shall be responsible for the observance by its sublessees of the terms and covenants of this lease. Lessee shall provide Lessor a copy of any signed sublease and shall immediately notify Lessor in writing of any change in status of the sublease or compliance therewith.

Section 5.08 - Construction: No construction shall be carried out by Lessee except in accordance with the drawings and specifications, and any supplemental agreements and exhibits that have been approved in writing in advance by Lessor. It is agreed that any improvements, new construction, alterations, and remodeling undertaken on the leased Premises shall be at no cost to Lessor, and Lessor shall be held harmless from any costs incurred in providing such facilities. Lessor in turn will agree to weigh the benefits of such improvements, new construction, alterations or remodeling and in consideration, propose extended lease options to allow Lessee to realize a return on investment. At no point, may any lease be extended in violation of FAA regulatory guidance.

Section 5.09 - Aircraft Storage: No area of the airport shall be used for the storage or parking of aircraft, except the leased premise area.

Section 5.10 - Maintenance of Premises: Lessor is responsible for repairs and maintenance of the roof and gutters, exterior walls, bearing walls, structural members, floor slabs, and foundation; repair of sidewalks, driveways, curbs, parking areas, and areas used in common by Lessee and Lessor or tenants of other portions of the same building; repair and maintenance of exterior water, sewage, gas, and electrical services up to the point of entry to the leased Premises; and repair of the heating and air conditioning system other than ordinary maintenance.

Notwithstanding the above, Lessee agrees, at his own cost and expense, to cause the leased premises, landscaping, facilities and all buildings and improvements constructed thereon, to be maintained in a good state of repair and a neat and presentable condition. Lessee shall not store parts, equipment, or other materials outside the hangar structure. Lessee shall not permit any refuse or debris to be deposited or to accumulate on or adjacent to the Leased Premises.

1. Lessee shall assume the responsibility for providing its own day-to-day services including but not limited to providing and paying for all light, natural gas, electrical current, water, janitorial, and sewer charges used or incurred in or about the leased premises.
2. Upon thirty (30)-days written notice, Lessor may require Lessee to perform all necessary maintenance. In the event such maintenance is not undertaken as required, Lessor may perform such maintenance upon the behalf of Lessee and at Lessee's expense, plus fifteen percent (15%) for administration.

Section 5.11 - Lessee shall provide the following commercial services as the Fixed Base Operator:

<b>LESSEE WILL PROVIDE THE FOLLOWING MINIMUM SERVICES</b>	
Aircraft Fueling (100LL / Jet A)	Catering
Aircraft Servicing (LAV / Oxygen)	Flight Instruction
Aircraft Ramp Services (Towing / Parking Guidance)	Aircraft Rental
GPU Service	Aircraft Storage
	On Site Airport Management (airfield maintenance, maintenance and minor repair of City owned assets, public relations, customer relations, FOD checks, FAA Communications, Coordinate and schedule all activities and special events at the Airport)
Flight Planning Area	
Comfortable Pilot Lounge	Business and Airport Promotion
Interior Restrooms	Airframe / Powerplant Maintenance
Public Telephone	FBO services as required by the FAA
	Maintain and operate the airport and airport facilities safely and efficiently and in accordance with State and FAA specified conditions and grant assurances. Includes land management / mowing and managing leases for hangars and tie down areas.
Wi-Fi Internet	
Courtesy Transportation	

Services will be available 7 days a week, excluding holiday closures and on-call services will be provided 24 hours a day to provide fuel service 2 hours after customer request.

Lessee will ensure at least one (1) employee on duty at all times during hours of operation and will keep current a written statement of names, addresses and contacts for all personnel responsible for the operation and management of the FBO including a point of contact with phone numbers for emergency situations.

#### Aircraft Fueling

Fuel handling personnel shall be trained in the safe and proper handling, dispensing, and storage of aviation fuels. The FBO shall develop and maintain Standard Operating Procedures (SOP) for refueling and ground handling operations and shall ensure compliance with standards set forth in the Uniform Fire Code and FAA Advisory Circular 00-34A, Aircraft Ground Handling and Servicing.

The SOP shall address bonding and fire protection, public protection, control of access to the fuel storage area, and marking and labeling of fuel storage tanks and fuel dispensing equipment and will be made available no later than thirty (30) days prior to the FBO commencing fueling activities. Additionally, the FBO shall comply with FAA Advisory Circular 150/5230-4B, Aircraft Fuel Storage, Handling, and Dispensing on Airports, Airport rules and regulations, and all other applicable laws related to aircraft fuel handling, dispensing and storage.

The Lessee shall provide the sale and into-plane delivery of ASTM-rated brands of aviation fuels, lubricants and other aviation petroleum products. In addition, the Lessee shall provide, store, and dispense both 100 LL octane Avgas and Jet A fuel. All equipment used for the storage and/or dispensing of petroleum products must meet all applicable federal, State, and local safety codes, regulations and standards.



The Lessee shall provide mobile or stationary dispensing equipment and one (1) or more personnel to serve the Airport's fuel demand. Filter-equipped fuel dispensers with separate dispensing pumps and meter systems for each grade of fuel shall be provided. All metering devices must be inspected, checked and certified annually by appropriate local and State agencies.

The Lessee shall have a fuel storage system designed in accordance with all EPA regulations including proper fuel spill prevention features and containment capabilities. In addition, the Lessee shall provide a current copy of their fuel spill prevention, countermeasures, and control plan. Fuel inventories will be monitored in accordance with current EPA standards, and copies shall be provided to the Airport Administrator when requested.

The Lessee shall provide self-fueling (card-reader or card-lock) equipment in compliance with State and local building codes, Office of the State Fire Marshall regulations, and must comply with fueling equipment requirements set forth in Section 5.6.2 (1-3) of McMinnville Municipal Airport's Minimum Standards for Commercial Aeronautical Activities.

#### Airframe and Power Plant Maintenance

The Lessee will partner with NW Air Repair for airframe and power plant maintenance services, which includes the following: the repair, maintenance, inspection, constructing, and making of modifications and alterations to aircraft, aircraft engines, propellers and appliances, or the removal of engines for major overhaul. The airframe and power plant maintenance operator will:

- a. Operate the service from a ventilated shop and aircraft storage space of at least 4,000 square feet and capable of accommodating at least one aircraft within the FBO leasehold.
- b. Employ and have on-duty a minimum of one (1) FAA-certified technician who possesses an airframe and power plant certificate, with inspection authorization, or conduct operations as a certified repair station pursuant to 14 CFR Part 145.
- c. Keep premises open and services available during appropriate business hours, five (5) days a week.
- d. Provide equipment, supplies and parts required for general aircraft airframe and power plant inspection, maintenance and repair.

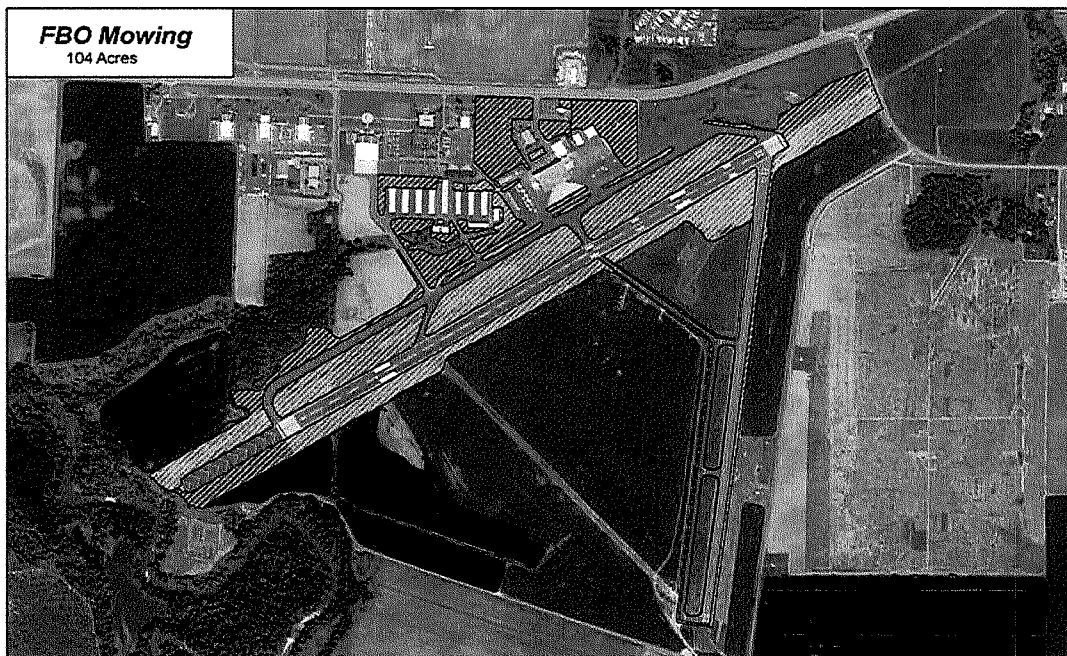
Section 5.12 - Lessee shall provide the following services as the City's Airport Manager:

The Lessee will inspect all fences and gates on the airport and report to the Lessor's Community Development Director or designee the need for repairs or improvements. Facility maintenance will be performed to keep all taxiways, parking areas, runways, and land adjacent to the hangars free from litter and debris (FOD) which would constitute a hazard to aircraft or a fire hazard to building and structures located on or adjacent to the airport.

The Lessee will inspect all taxiways, parking areas, runways, runway and taxiway lights, approach lights, and the rotating beacon on a routine basis for defects which amount to or could lead to a hazard to aircraft, and report defects to the Lessor's Community Development Director or designee and to the responsible FSS as a NOTAM, if appropriate. All other physical facilities and equipment will be inspected on a routine basis to keep a constant lookout for new safety problems.

The Lessee will maintain runway lighting, PAPI, Wind Tees and associated facilities including weekly night inspections to ensure all lighting is operational.

The Lessee will be responsible for mowing in the areas depicted in yellow below.



The Lessee will support airport administration and planning activities to include participating in and organizing airport community activities. The Lessor grants the Lessee spending authority under its agreement as the Airport Manager to spend up to \$2,000 for airport support. Should an emergency situation dictate, the Lessee may exceed this limit to remedy hazards to life, limb or property.

The Lessee will act as the City's representative at the airport and will attend City meetings as requested as will act as the recording Secretary for the McMinnville Airport Commission. The Lessee will encourage pilots to conduct their operations in conformance with the City's "Fly Friendly" program and will be proactive in addressing Citizen and user complaints related to airport activity.

### Hangar and Miscellenous Facilities

The Lessee will collect rents for, and provide management and minor maintenance of, the following City owned facilities:

Common Name	Building	Existing Use
Hangar G100-109	T-Hangar "Golf" (8 units) (West Hangar area)	Aircraft Storage
6 Hangars City Community C1-C6	T-Hangar "Charlie" (6 units) (west end of Terminal area)	Aircraft Storage
Hangar D10-D17	T-Hangar "Alpha" (8-units) (NW corner of Terminal area)	Aircraft Storage
4 Single Hangars B1-B4	Conventional Hangars "Bravo" (4 building cluster)	Aircraft Storage
West Hangar	Conventional Hangar (Quonset west end of Apron)	Aircraft Storage
Future Administration Building	Terminal Building	Aircraft Maintenance
East Hangar	Conventional Hangar (Quonset east end of Apron)	Commerical use, Aircraft Storage
Fuel Tank Above Ground		
Beacon, Papi, REIL Wind Tee/Cone		

The Lessee will monitor the various leases to ensure compliance with airport operational and safety standards, including periodic inspections as allowed for in respective leases.

Lessor also grants to the Lessee the right to collect and retain rents from the tie-downs presently at the airport. Additional tie-downs may be installed by the Lessee after obtaining written consent from the City. The rental rate for tie-downs shall be established from time to time between the parties and approved by the McMinnville Airport Commission.

#### Section 5.13 - Lessee shall provide the following services for Business and Airport Development:

The Lessee will develop a marketing plan depicting available properties for rent at the airport and will actively market said properties in both electronic and written material in the Northwest Oregon area. In addition, lessee will advise the City when requested on the best options for extension of City services including water, sewer and electricity as well as play an advisory role in the development of future Airport Layout Plans, future Master Plan updates and in the formation of the Airport's yearly City budget.

Section 5.14 - Garbage and Waste Removal: Lessee agrees to cause to be removed at its own expense from the leased premises all waste including but not limited to all petroleum products, garbage, or rubbish, and agrees not to deposit the same, except temporarily in connection with collection for removal, on any part of the leased premises, the drainage system, or other property of Lessor constituting the Airport. Notwithstanding the preceding, no deposit on, use of, or storage on any of the non-leased property of the airport, including the non-exclusive use areas referenced in Section 4.02 herein, and any portion of any drainage system, is prohibited without the expressed written approval of the City. Nothing within this Section shall in anyway supersede or lessen the provisions and requirements of this lease regarding hazardous substances.

Section 5.15 - Liability Insurance Required: Lessee shall procure and maintain throughout the term of this lease and any extension, at Lessee's cost, Commercial General Liability Insurance for bodily injury, death, personal property, or property damage in connection with Lessee's use or occupancy of the Leased Premises, or the exercise or enjoyment of rights or privileges granted by this lease. The limits per occurrence and aggregate of such insurance shall be not less than 150% of the liability limits for local public bodies for personal injury and death, pursuant to ORS 30.272(2) and (3), respectively, rounded to the nearest \$1,500. For example, if the statutory liability limit is \$666,700, then the required insurance limit shall be  $\$666,700 \times 1.5 = \$1,000,050$ , rounded to \$1,000,000. Lessor shall have the right to require Lessee to increase the limits of such coverage from time to time to an amount deemed by Lessor to be reasonable in view of conditions and circumstances existing at the time of such increase. Lessee shall cause Lessor to be named as an additional insured on its liability policy. Lessee shall provide Lessor with a certificate of insurance evidencing the required coverage.

Section 5.16 Commercial Property Insurance Required: Lessee shall procure and maintain throughout the term of this lease and any extension, at Lessee's cost, Commercial Property insurance on all of their structures constructed on or moved to the leased premises. Such insurance shall provide coverage for loss or damage due to fire, vandalism, wind, rain, snow, or other causes for no less than the insurable replacement value of the structures. Lessee shall provide Lessor with a certificate of insurance evidencing the required coverage.

Lessor and Lessee shall have no liability to one another, or to any insurer, by way of subrogation or otherwise, on account of any loss or damage to their respective property, the leased premise or its contents, regardless of whether such loss or damage is caused by the negligence of Lessor or Lessee, arising out of any of the perils, or casualties insured against by the Commercial Property insurance policies carried or required to be carried, by the parties pursuant to this lease.

Section 5.17 - Damage and Restoration: If any improvement on the property is damaged or destroyed by fire, wind, rain, snow or any other cause at any time during the lease term, whether or not covered by insurance, Lessor shall promptly repair the damage and restore the improvement. If the Premises are destroyed or damaged such that the cost of repair exceeds 50% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by 30 days notice given to the other in writing following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Lessee shall be entitled to the reimbursement of any prepaid amounts paid by Lessee and attributable to the anticipated term.

Section 5.18 - Nondiscrimination: The Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

## **ARTICLE 6 LESSOR'S RIGHTS**

Section 6.01 - General Right of Entry: Lessor may enter upon the premises now or hereafter leased to Lessee at any reasonable time for any purpose necessary, incidental to, or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

Section 6.02 - Field User Charges: It is expressly understood that Lessor may from time to time establish field user charges for use made of the public airport facilities. Such field user charges shall be payable by the user of such facilities, in accordance with the rules and regulations, ordinances, or resolutions of Lessor.

## **ARTICLE 7 LESSOR'S OBLIGATIONS AND RESPONSIBILITIES**

Section 7.01 - Access to Leased Premises: Lessor shall provide appropriate and adequate ingress and egress to Lessee as provided in Section 4.03 of this lease.

Section 7.02 - Access to Leased Premises from Airport Public Parking Lot: Lessor shall provide access to the leased premises from the Airport public parking lot by the existing pedestrian walkways.

## **ARTICLE 8 INDEMNITY**

Section 8.01 - Indemnity: Lessee agrees fully to indemnify and save and hold harmless Lessor from and against all claims, action, damages, and expenses, including those incidental to the investigation and defense thereof, based upon or arising out of damages or injuries to third persons or their property, and/or damages to City of Albany property, caused by the fault or negligence of Lessee, in the use or occupancy of the leased premises, or by any breach of this agreement by Lessee.

## **ARTICLE 9 GENERAL PROVISIONS**

Section 9.01 - Agent of Lessor: Whenever reference is made herein to Lessor, Lessor's Airport Manager shall be the authorized representative of Lessor in all matters pertaining to this Agreement until notice to the contrary is given by the City Manager of the City of Albany.

Section 9.02 - Governing Law: This lease shall be construed in accordance with and governed by the laws of the State of Oregon.

Section 9.03 - Entire Agreement: This lease is intended to, and does contain the entire agreement between the Lessor and Lessee.

Section 9.04 - Binding Effect: The provisions of this lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, and personal representatives, and their successors and assigns.

Section 9.05 - Time of the Essence: Time is of the essence in this lease.

Section 9.06 - Modification: No modification of this lease shall be effective unless in writing and executed by Lessor.

Section 9.07 - Renegotiation of Lease: Nothing in this lease shall be construed or interpreted in any manner whatsoever as prohibiting or limiting in any way the Lessee and Lessor, at any time, from renegotiating the provisions of this lease or execution of a new lease.

Section 9.08 - Holding Over: In the event that Lessee shall remain on the leased premises after the expiration or sooner termination of the term of this lease, such holding over shall not constitute a renewal or extension of this lease. Lessor may, at its option, elect to treat Lessee as one who has not been removed at the end of this term, and thereupon be entitled to all the remedies against Lessee provided by law in that situation, or Lessor may elect, at its option, to construe such holding over as a tenancy from month to month, subject to the terms hereof, the monthly rate being same as monthly lease rate paid by Lessee.

Section 9.09 - Non-Waiver: No waiver of default by Lessor of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by Lessee shall be construed to or act as a waiver of any subsequent default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by Lessee. The acceptance of rental by Lessor for any period or periods after default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by Lessee, shall not be deemed a waiver of any rights on the part of Lessor to cancel this Agreement for failure by Lessee to so perform, keep, or observe any of the terms, covenants, or conditions of this Agreement.

Section 9.10 - Redelivery: Upon the termination or cancellation of this lease through the passage of time or otherwise, Lessee shall have no further rights or interest in the leased premises and Lessor shall be entitled to have the leased premises returned to it immediately. Lessee shall remove, at its own expense, the constructed hangar and all of Lessee's personal property and other materials, and shall restore the site and improvements (excepting the hangar) located thereon or adjacent to and deliver to the Lessor in first class condition "broom clean," ordinary wear and tear excepted, within sixty (60) days after said termination or cancellation unless otherwise agreed to by the Lessor and Lessee. If said hangar, personal property, and other materials are not removed within sixty (60) days, Lessor may sell such hangar, personal property, and materials or, where agreed to by the Lessor, lessee may leave such improvements, including the hangar, for the use of or disposal by Lessor. All such disposal and any clean-up costs shall be the responsibility of the lessee. Any improvements and possessions, including the hangar, not removed by Lessee within sixty (60) days after the termination of this lease, and not disposed of as provided above, may, at the discretion of Lessor, become and remain the property of Lessor.

Section 9.11 - Attorney's Fees: In the event any action, suit, or proceeding is brought to collect the fees and charges due, or to become due hereunder, or any portion thereof, or to take possession of any premises or enforce compliance with this agreement, or for failure to observe any of the covenants of this Agreement, the prevailing party in such suit or action shall be entitled to such sum as the Court may adjudge reasonable in attorney's fees and administrative costs to be allowed in such suit, action, or proceeding, or in the event of an appeal, as allowed by the appellate court.

Section 9.12 - Invalid Provisions: In the event any covenant, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition, or provision shall in no way effect any other covenant, condition, or provision herein contained; provided that the invalidity of such covenant, condition, or provision does not materially prejudice either the Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this lease.



Section 9.13 - Release of Existing Lease: Upon execution of this lease, all prior leases for this same area of land and all amendments or modifications thereto are superseded and released by the parties hereto.

Section 9.14 - Sponsors Assurance Subordination: This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development, maintenance, or operation of the Airport.

IN WITNESS WHEREOF, LESSEE and CITY have executed this Service Agreement as of the day and year first above written. Individuals signing on behalf of a Principal warrant that they have the authority to bind their Principals.

Konect Aviation Oregon, LLC:

By: Holly D. Nehls

Name: Holly D. Nehls

Title: Owner / General Manager

Date: 6/27/2016

CITY OF MCMINNVILLE:

By: Martha Meeker

Name: Martha Meeker

Title: City Manager

Date: 6/28/16

APPROVED AS TO FORM:

Du  
City Attorney





POTCAKE  
AVIATION

# Potcake Aviation LLC

McMinnville, OR

## Section 1 - Introduction:

Potcake Aviation LLC is dedicated to reshaping the FBO and services at the McMinnville Airport to match the fast-growing pace of the surrounding area. The focus of the business is to promote the McMinnville Airport, infrastructure and services to meet the needs of all users. The current demographic includes 40-year veterans, fast growing local companies with business aircraft to our newest wine country guests and business developers.

- Potcake Aviation was formed by Roy Armstrong
  - Owner of Dayton based wine business 5 years
  - Private pilot/ business aircraft owner for over 25 years
  - President/ owner of Armstrong Elevator Company, one of the largest privately-owned elevator companies operating in all 50 states
  - Electrical Engineering degree from Southern Illinois University
  - Hangar owner in Wisconsin and developer of a large hangar site here at MMV
  - Owned and operated over 20 piston, turbo prop and jet aircraft.
  - Previous owner of an aviation fuel business in the Bahamas
- Potcake Aviation is managed by Chris Norville
  - Chris and his wife Julie Miller have been residents of Dundee for 10 years
  - Chris has 30 years of wide ranging aviation experience
  - B.S. Professional Aeronautics from Embry-Riddle Aeronautical University
  - Charter company owner – Peninsula Helicopters/ Northwest Jet Aviation
  - Corporate pilot and Charter pilot for over 11,000 hours
  - Property management, development and previous FBO experience

## Vision

The McMinnville Airport is poised for considerable growth. The runway closure has slowed things recently, but we anticipate a rapid growth in operations once the runway re-opens.

As pilots, aircraft owners and operators we understand the needs of all aircraft users. Whether it's the veteran weekend flyer, flight school trainer, helicopter or fixed wing operator, local business aircraft owner or recent large jet business operators – they all deserve the same quality service we will provide.

As service providers in aviation and other industries, we understand the need to have an infrastructure in place to meet the customer. Thus, we will be working to offer the best FBO service possible by hiring more employees and updating training, equipment and buildings.

Our short-term goal is to install a temporary FBO building, replace the aging fuel trucks and update the ground service equipment. Our current Potcake Farms LLC hangar project will break ground soon and will have capacity to offer transient and base aircraft hangar opportunities which are not currently available.

We are working to purchase a light aircraft for flight instruction and rental and flying club activities.

We are planning Part 135 fixed-wing charter operations with our in-house charter certificate.

We will continue to work with NW Air repair to provide aircraft maintenance services.

Long term, we envision a larger FBO terminal capable of the growth we anticipate with the local economy and wine industry. This will entail a considerable investment and require great planning. However, we feel that this investment into the airport and aviation community will create infrastructure, jobs and revenue at the McMinnville Airport for years to come.

Our goal is to work closely with the City of McMinnville to generate both a design and investment strategy for this endeavor.

## **Potcake Aviation FBO Ramp-up Highlights**

As we work the transition with Konect Aviation, Potcake Aviation is already in the process of implementing the following improvements to existing FBO operations:

- Replacement of both Jet A and 100LL Avgas trucks with newer more reliable models
- Factory refurbishment of the Lektro tug for more reliable aircraft towing
- Replacement of the old 100LL Avgas terminal with a new cloud-based Point of Sale terminal offering faster and more reliable transactions
- We will be hiring! We anticipate adding 2-4 more local employees as we ramp up for runway 4/22 operations
- As part of Yamhill County's local 'Grow Our Own' workforce development initiative, we will partner with MEDP and Chemeketa Community College Works Internship Programs.
- We will be signing up for technical and customer service training classes for our new hires, including CFAR Part 139 familiarization training for Fuel/ Fire Safety Standards training.
- Potcake Aviation will be active members of the National Business Aircraft Association and National Air Transportation Association to ensure that we are practicing industry standards and best practices.
- We are exploring the option of installing area lighting for pilots to easily see the self-serve terminal and ramp area during low light/ night conditions
- Exploring ways to enhance ramp security such as better fencing, better ramp lighting (LED style) and the additional of security camera's.
- We are currently working to perform maintenance on the fuel farm such as replacement of filters, repairs to electrical pump system, obtaining quotes for painting of tanks and bases and estimate for repair of site gauge level indicators.
- Potcake is exploring options for installation of temporary FBO building until a permanent building can be constructed
- Sponsorship of a local flying club with a dedicated aircraft for local pilots and flight instructors
- Replacement of grounds equipment such as field mowing tractor and deck, leaf blowers, pressure washers, weed eaters and other related items
- Keeping agreement in place with NW Air Repair for providing maintenance services
- Reaching out to base tenants and establishing good neighbor relationships with all airport users.

## Section 2 – Company Information

### Contact Information:

Potcake Aviation LLC

1271 NE Hwy 99W Ste 298

McMinnville, OR 97128

Contact: Chris Norville

Phone: 503-985-9975

Email: [chris@northwestjet.com](mailto:chris@northwestjet.com)

### Business Registration:

Registered Oregon LLC

Date Registered: 2017 in Oregon, 2012 in Montana

Federal EIN: 82-3688585

Primary Principal: Roy Armstrong, Manager

Mailing Address: 1271 NE Hwy 99W Ste 298

McMinnville, OR 97128

Residence: Dayton, OR

Parent Corporation: N/A

Performance Guarantee: N/A

Bankruptcy Filing: Never

Loan Defaults: None

Criminal Litigation: None

Civil Litigation: None

City Conflict of Interest: None

Assets/ Liabilities: Cash purchase of FBO equipment/ Zero Liabilities

Insurance Claims 5 years: None

Environmental Violations: None

Financial Capacity: Well established, non-leveraged small business owner with ample resources

### **Section 3 – Business Qualifications and Plan**

Potcake Aviation combines decades of business aviation experience with enthusiasm and passion. Mr. Armstrong has been a successful business owner for 3 decades and he continues to employ skilled workers on jobs sites throughout the United States every day. His business activities have required his skill as a pilot and his ownership of over 20 aircraft to cover his vast territory.

As the General Manager of Potcake Aviation, Chris Norville will provide a wealth of operational experience and aviation business management. From providing services such as pumping fuel into Cessna 152's and Gulfstream aircraft, to managing, piloting and ordering services for these aircraft – Chris has experience in operations at hundreds of airports throughout the U.S. and abroad. His resume follows.

Our primary business plan is FBO Operations and Airport Management. We will focus on providing the core FBO services of fuel operations, ramp service, hangar and concierge services as needed. In addition, we will provide airport management duties, promotion of the airport, manage the city hangars, grounds and fuel farm. There are many hats to wear, and we versed at changing them as needed.

Other services will be provided such as aircraft charter, maintenance service via NW Air Repair and purchase of an aircraft for a flying club, rental and flight training. We don't want to compete with local operators. Rather, we wish to compliment them.

#### **Hangar Complex**

We are already invested in the McMinnville Airport. In addition to purchasing the assets of Konect Aviation, Mr. Armstrong operates Potcake Farms - a Dayton based wine business and vineyard operator. This entity has worked for several years to lease land to develop a hangar site at the McMinnville Airport. Just this past year we received the lease and we have already contracted with a local builder and building manufacturer to construct our 13,000+ square foot hangar. This hangar will be completed in the Summer of 2018. We had previously agreed to work with the FBO to provide transient hangar space. Now, as the FBO operation, it will house transient and locally based turbine aircraft – buying fuel, services and providing jobs to our community.

#### **References:**

**R. Harris, McMinnville, OR:** Provided aircraft broker services and Part 135 consultation.

**Konect Aviation, McMinnville Oregon:** Provided aircraft consultation services.

**De Ponte Cellars, Dayton, OR:** Provided aircraft services and farming consultation.

# CHRIS NORVILLE

P.O. Box 340 Dundee, OR 97115

Phone: 503-985-9975

chris@northwestjet.com

## SUMMARY OF QUALIFICATIONS

30 years of experience in the aviation industry in roles as:

- Aerial Photographer/ Pilot
- FBO lineman
- Aircraft owner – single and multi-engine aircraft
- Professional pilot: Regional Airline and Corporate Jets
- Aircraft Sales and Acquisition
- Part 135 Charter Brokerage
- Part 135 Charter Operations
- Flight Department Manager
- Airport Hangar Development
- Owner of a Part 135 company

## EDUCATION

- B.S. Professional Aeronautics, Embry Riddle Aeronautical University, 1999

## FLIGHT EXPERIENCE

### *Licenses and Ratings:*

- Airline Transport Pilot: Airplane Multiengine Land
- Type ratings: LR-JET, LR-60, CL-30, CE-500, DA-50, G-V(sic)
- Currently qualified in Learjet 60, Falcon 50/ 900 and Gulfstream V aircraft

### *Flight Times:*

Total Flight Time	11,404	Pilot in Command	9,828	Turbo Prop	884
Turbojet	7,716	Turbojet PIC	6,780	Single Engine	2,805

## PROPERTY MANAGEMENT

- Over 20 years of experience with rental property management, maintenance and ownership, including project build, renovations, lease negotiations, tenant relationships.

## HANGAR DEVELOPMENT

- Previous experience with airport land acquisition and hangar development using FAA, municipal and private funding.

## GENERAL EXPERIENCE

Resident of Dundee, Oregon since 2008. Formerly worked as aircraft sales and acquisition manager for Evergreen International Airlines/ Evergreen Trade.

Extensive flying experience includes piloting aircraft ranging from the Cessna 152 to the Gulfstream V with visits to hundreds of U.S and foreign airports while uplifting nearly 3 million gallons of Jet and 100LL fuel into aircraft.

Extensive general aviation experience including management of corporate flight departments, aviation business development, FBO and aircraft operations.



**CITY OF McMINNVILLE**  
**FINANCE DEPARTMENT**  
**230 NE Second Street**  
McMinnville, Oregon 97128  
[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

## **MEMORANDUM**

**DATE:** February 27, 2018  
**TO:** Jeff Towery, City Manager  
**FROM:** Marcia Baragary, Finance Director  
**SUBJECT:** Resolution No. 2018-10, a Resolution adopting a supplemental budget for fiscal year 2017-2018 and making supplemental appropriations

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### **Discussion:**

Oregon Local Budget Law allows a local government to prepare a supplemental budget when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning (ORS 294.471). A supplemental budget which increases a fund's expenditures by 10 percent or less may be adopted at a regularly scheduled meeting of the governing body. If the supplemental budget increases a fund's expenditures by more than 10 percent, a public hearing must be held by the governing body and public comment must be taken before adoption of the supplemental budget.

The supplemental budget for the Transient Lodging Tax (TLT) Fund, proposed in Resolution No. 2018-\_\_\_, exceeds the 10 percent threshold. As required, a public hearing for the governing body to take public comment on the supplemental budget is on the February 27, 2018, City Council meeting agenda. Appropriate notice of the public hearing was published in the News Register.

The supplemental budget is necessary in the Transient Lodging Tax Fund due to higher than anticipated transient lodging tax (TLT) collections. There are several reasons for the upturn in TLT collections.

Ordinance No. 5026, adopted by City Council in June 2017, amended McMinnville Municipal Code provisions to include RV parks and campgrounds in the definition of transient lodging providers subject to the Transient Lodging Tax, effective January 1, 2018. The Ordinance also increased the TLT rate from 8 percent to 10 percent, effective August 1, 2017. In addition, due to the solar eclipse in August 2017, transient lodging gross rents and TLT collections were significantly higher than the prior year.

Adoption of the supplemental budget will allow the City to turn over 70 percent of the higher than anticipated TLT collections to Visit McMinnville (VM) and to transfer the corresponding 30 percent to the General Fund. The supplemental budget increases materials and services appropriations from \$468,200 to \$643,200 to allow disbursement of TLT collections to VM and increases the transfers out appropriation from \$204,174 to \$314,174 to allow the transfer to the General Fund. The amount of the supplemental budget amendments are based on estimated transient lodging gross rent provided by Visit McMinnville.



**Attachment:**

Resolution No. 2018-10 a Resolution adopting a supplemental budget for fiscal year 2017-2018 and making supplemental appropriations

**Action:**

A motion is needed to approve Resolution No. 2018-10.

## RESOLUTION NO. 2018-10

A Resolution adopting a supplemental budget for fiscal year 2017-2018 and making supplemental appropriations.

### RECITAL:

Oregon Local Budget Law allows a local government to prepare a supplemental budget when an occurrence or condition that was not known at the time the budget was prepared requires a change in financial planning (ORS 294.471). The governing body must adopt a resolution to adopt the supplemental budget and make any necessary appropriations.

A supplemental budget is necessary in the Transient Lodging Tax Fund due to higher than anticipated transient lodging tax (TLT) collections. The increase is related to Ordinance No. 5026, adopted by City Council in June 2017, which amended McMinnville Municipal Code provisions to include RV parks and campgrounds in the definition of transient lodging providers subject to the Transient Lodging Tax and to increase the TLT rate from 8 percent to 10 percent. In addition, due to the solar eclipse in August 2017, transient lodging gross rents and TLT collections are significantly higher than the prior year.

Adoption of the supplemental budget will allow the City to turn over 70 percent of the higher than anticipated TLT collections to Visit McMinnville (VM), as designated in the City's agreement with VM, and to transfer the corresponding 30 percent of TLT to the General Fund.

ORS 294.473 requires that when a supplemental budget increases a fund's expenditures by more than 10 percent, a public hearing must be held by the governing body and public comment must be taken before adoption of the supplemental budget. This supplemental budget amendment for the Transient Lodging Tax Fund exceeds the 10 percent threshold. As required, a public hearing to take public comment was held by the governing body at the February 27, 2018 Council meeting. Appropriate notice of the public hearing was published in a local newspaper of general circulation prior to the public hearing.

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

1. **Adopt the following Supplemental Budget:** The Council of the City of McMinnville adopts the following Supplemental Budget for 2017-2018 in the Transient Lodging Tax Fund.
2. **Make Supplemental Appropriations:** The additional appropriations for fiscal year 2017-2018 are hereby appropriated as follows:

**Transient Lodging Tax Fund** resource and requirement increases related to higher than anticipated TLT collections for fiscal year 2017-2018. It is necessary to increase appropriations in the Materials and Services category to allow disbursement of the additional TLT and in the Transfers Out category to allow for corresponding transfer to the General Fund.

<b><u>Transient Lodging Tax Fund:</u></b>	<b><u>Adopted Budget</u></b>	<b><u>Budget Adjustment</u></b>	<b><u>Amended Budget</u></b>
<b>Resources:</b>			
Beginning Fund Balance	\$ 0	-	\$ 0
Licenses and Permits	670,674	285,000	955,674
Miscellaneous	<u>1,700</u>	<u>-</u>	<u>1,700</u>
Total Resources	<u>\$ 672,374</u>	<u>285,000</u>	<u>\$ 957,374</u>

<b><u>Transient Lodging Tax Fund:</u></b>	<b><u>Adopted Budget</u></b>	<b><u>Budget Adjustment</u></b>	<b><u>Amended Budget</u></b>
<b>Requirements:</b>			
Materials & Services	\$ 468,200	175,000	\$ 643,200
Transfers Out – General Fund	<u>204,174</u>	<u>110,000</u>	<u>314,174</u>
Total Requirements	<u>\$ 672,374</u>	<u>285,000</u>	<u>\$ 957,374</u>

This Resolution will take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27<sup>th</sup> day of February, 2018 by the following votes:

Ayes: \_\_\_\_\_

Nayes: \_\_\_\_\_

Approved this 27<sup>th</sup> day of February, 2018.

\_\_\_\_\_  
MAYOR

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY



**CITY OF MCMINNVILLE**  
**Administration**  
230 NE SECOND STREET  
MCMINNVILLE, OR 97128  
503-435-5702

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

## **STAFF REPORT**

**DATE:** February 21, 2018  
**TO:** Mayor and City Councilors  
**FROM:** Melissa Grace, City Recorder  
**SUBJECT:** Resolution No. 2018-11: Re-Appointment to the Airport Commission

---

### **Background:**

Robert Peacock's term as an Airport Commissioner expired on December 31, 2017. The vacancy was advertised in the News Register on December 19 and December 22, 2017, as well as on the City website. We received two applications for the vacant position.

Applications were received from Mr. Mark Fowle and Mr. Robert Peacock. Both applicants were interviewed by Mayor Scott Hill, Councilor Alan Ruden and Community Development Director Mike Bisset on February 20<sup>th</sup>, 2018.

### **Recommendation:**

Mayor Hill recommends that City Council re-appoint Robert Peacock to the Airport Commission.

RESOLUTION NO. 2018-11

A Resolution re-appointing Robert Peacock as Airport Commissioner.

RECITALS:

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

The City Council is responsible for making appointments and re-appointments; and

The Airport Commission is comprised of six public members and one Council Liaison Member who are appointed by the Mayor and confirmed by the McMinnville City Council and serve for four year terms; and

There is currently one vacancy created by an expired term on the Airport Commission that needs to be filled; and

The City advertised the vacancy, solicited applications, and held interviews on February 20, 2018.

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

1. The City Council re-appoints the following volunteer to Airport Commission.

**AIRPORT COMMISSION**  
(4-year term)

**Robert Peacock**

2. This Resolution and this appointment will take effect immediately.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27<sup>th</sup> day of February, 2018 by the following votes:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Approved this 27<sup>th</sup> day of February, 2018.

\_\_\_\_\_  
MAYOR

Approved as to form:

  
\_\_\_\_\_  
CITY ATTORNEY

# City of McMinnville

## C404 - Privately Owned

Between 01/01/2018 and 01/31/2018

	Class Code	Permits	Bldgs	Houses	Valuation
		88	47	47	\$671,285
	<b>Sub-Totals:</b>	<b>88</b>	<b>47</b>	<b>47</b>	<b>\$671,285</b>
<b><u>Section I - Residential HouseKeeping Buildings</u></b>					
One-Family Houses Detached	<b>101</b>	2	2	2	\$384,225
	<b>Sub-Totals:</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>\$384,225</b>
<b><u>Section III - New Non-Residential Buildings</u></b>					
Other Nonresidential Building	<b>328</b>	2	2	412	\$5,402,936
	<b>Sub-Totals:</b>	<b>2</b>	<b>2</b>	<b>412</b>	<b>\$5,402,936</b>
<b><u>Section IV - Additions &amp; Alterations</u></b>					
Add or Alter Dwellings	<b>434</b>	3	0	0	\$26,000
Add or Alter All Other Buildings and Structures	<b>437</b>	1	0	0	\$260,000
	<b>Sub-Totals:</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>\$286,000</b>
	<b>Grand-Totals:</b>	<b>96</b>	<b>51</b>	<b>461</b>	<b>\$6,744,447</b>

# Activity Summary Totals Report

Category: BLDG

Issued: 01/01/2018 - 01/31/2018

Type	# of Permits	Total Fees	Total Valuation
<b>BLDCOMBO</b>			
ACOM	1	\$3,660.34	\$260,000.00
ASFR	1	\$240.97	\$6,000.00
NCOM	2	\$57,904.30	\$5,402,936.00
NSFR	2	\$18,426.66	\$384,225.30
<b>BLDMAJOR</b>			
ASFR	2	\$469.54	\$20,000.00
<b>BLDMINOR</b>			
OTHR	2	\$1,098.84	\$68,826.43
ROOF	17	\$4,255.48	\$424,026.00
WALL	1	\$30.55	\$600.00
<b>FLS</b>			
ALRM	2	\$330.38	\$17,450.00
SPRK	2	\$1,174.14	\$114,503.00
<b>MECH</b>			
COM	2	\$286.40	\$0.00
INS	1	\$1,437.13	\$0.00
RES	24	\$1,237.27	\$0.00
<b>MISC</b>			
	19	\$37,120.00	\$0.00
<b>PLUM</b>			
COM	2	\$1,136.20	\$0.00
RES	11	\$685.44	\$0.00
<b>SIGN</b>			
MONU	2	\$481.38	\$22,480.00
POLE	3	\$528.77	\$23,400.00
Total:	96	\$130,503.79	\$6,744,446.73



# Activity Summary Totals Report

Category: BLDG

Issued: 07/01/2017 - 01/31/2018

Type	# of Permits	Total Fees	Total Valuation
<b>BLDCOMBO</b>			
ACOM	5	\$27,911.75	\$1,117,532.80
AIND	1	\$23,482.18	\$1,819,418.00
APUB	3	\$333,681.49	\$45,321,000.00
ASFR	14	\$10,653.46	\$647,647.17
NAPT	1	\$111,512.01	\$1,251,757.43
NCOM	4	\$89,131.57	\$6,985,718.97
NGAR	2	\$719.46	\$34,989.84
NIND	4	\$93,224.29	\$2,904,680.00
NOTH	1	\$730.15	\$27,054.00
NPUB	1	\$9,260.19	\$200,000.00
NSFR	46	\$415,158.70	\$10,877,559.24
<b>BLDMAJOR</b>			
ACOM	1	\$305.12	\$15,500.00
ASFR	4	\$971.30	\$41,176.10
IND	1	\$490.34	\$30,000.00
NIND	1	\$530.61	\$35,000.00
OTHR	1	\$474.23	\$27,635.00
<b>BLDMINOR</b>			
DECK	2	\$352.52	\$15,500.00
FOUN	3	\$3,687.35	\$448,000.00
OTHR	12	\$2,399.75	\$124,506.43
PATI	4	\$1,011.06	\$50,415.80
PUB	1	\$289.00	\$15,000.00
ROOF	30	\$10,736.41	\$1,324,629.00
WALL	3	\$177.85	\$4,800.00
<b>DEMO</b>			
COM	3	\$3,574.10	\$55,000.00
IND	1	\$1,310.27	\$30,000.00
RES	3	\$1,172.10	\$15,000.00
<b>FLS</b>			
ALRM	17	\$5,533.16	\$429,258.00
SPRK	10	\$4,523.46	\$402,708.00
SUPP	2	\$178.23	\$6,200.00
<b>MECH</b>			
COM	13	\$2,041.01	\$0.00
INS	1	\$1,437.13	\$0.00
PUB	8	\$3,070.90	\$0.00

Type	# of Permits	Total Fees	Total Valuation
RES	153	\$6,759.12	\$0.00
<b>MH</b>			
RES	2	\$7,164.77	\$25,971.84
<b>MISC</b>			
	137	\$200,653.46	\$0.00
<b>PLUM</b>			
COM	10	\$2,274.32	\$4,500.00
IND	3	\$814.50	\$0.00
INS	1	\$44.80	\$0.00
PUB	6	\$985.60	\$0.00
RES	125	\$8,112.16	\$0.00
<b>SIGN</b>			
MONU	2	\$481.38	\$22,480.00
OTHR	1	\$79.62	\$2,000.00
POLE	9	\$2,085.62	\$100,445.00
Total:	652	\$1,389,186.50	\$74,413,082.62

# City of McMinnville - Account Summary Report

For Post Dates **01/01/2018 - 01/31/2018**

For Category: **BLDG**

Fee Items: **1000,1010,1020,1100,1200,1210,1220,1230,1300,1310,**

Posted Amount

Account Code: <b>**ESCROW ACCT**</b>	<b>1500</b> STATE SURCHG-GENERAL	\$3,730.87
		<hr/>
		\$3,730.87
Account Code: <b>70-4400-05</b>	<b>1000</b> PERMIT FEES-BUILDING	\$23,778.37
Account Code: <b>70-4400-05</b>	<b>1300</b> PLAN REVIEW-BUILDING	\$10,743.47
Account Code: <b>70-4400-05</b>	<b>1400</b> PLAN REV-FIRE LIFE SAFTY	\$6,891.01
		<hr/>
		\$41,412.85
Account Code: <b>70-4400-10</b>	<b>1100</b> PERMIT FEES-MECHANICAL	\$4,483.35
Account Code: <b>70-4400-10</b>	<b>1310</b> PLAN REVIEW-MECHANICAL	\$792.80
		<hr/>
		\$5,276.15
Account Code: <b>70-4400-15</b>	<b>1200</b> PERMIT FEES-PLUMBING	\$3,433.00
Account Code: <b>70-4400-15</b>	<b>1320</b> PLAN REVIEW-PLUMBING	\$355.00
		<hr/>
		\$3,788.00
Total Posted Amount:		<b>\$54,207.87</b>

# City of McMinnville - Account Summary Report

For Post Dates **07/01/2017 - 01/31/2018**

For Category: **BLDG**

Fee Items: **1000,1010,1020,1100,1200,1210,1220,1230,1300,1310,**

		Posted Amount
Account Code: <b>**ESCROW ACCT**</b>	<b>1500</b> STATE SURCHG-GENERAL	\$39,085.75
		<hr/>
		\$39,085.75
Account Code: <b>70-4400-05</b>	<b>1000</b> PERMIT FEES-BUILDING	\$236,446.98
Account Code: <b>70-4400-05</b>	<b>1300</b> PLAN REVIEW-BUILDING	\$131,121.38
Account Code: <b>70-4400-05</b>	<b>1400</b> PLAN REV-FIRE LIFE SAFTY	\$60,046.96
		<hr/>
		\$427,615.32
Account Code: <b>70-4400-10</b>	<b>1100</b> PERMIT FEES-MECHANICAL	\$58,634.80
Account Code: <b>70-4400-10</b>	<b>1310</b> PLAN REVIEW-MECHANICAL	\$9,757.68
		<hr/>
		\$68,392.48
Account Code: <b>70-4400-15</b>	<b>1200</b> PERMIT FEES-PLUMBING	\$38,488.50
Account Code: <b>70-4400-15</b>	<b>1320</b> PLAN REVIEW-PLUMBING	\$3,060.00
		<hr/>
		\$41,548.50
Account Code: <b>70-4400-20</b>	<b>1010</b> PERMIT FEES-MH SETUP	\$430.00
		<hr/>
		\$430.00

Total Posted Amount: **\$577,072.05**

# City of McMinnville

## Permit Activity Report (List Version)

People Relationship: APPLICANT ,

User Date (DATE\_B): 01/01/2018 - 01/31/2018

Activities Included

Permit #	Type	Sub-Type	Applied	APPLICANT	Address	City	Phone
18B0026	MECH	RES	01/09/2018	ABETTER PLUMBING COMPANY LLC	425 NW 18TH PL	MCMN	(503) 437-1213
18M0010	MISC		01/19/2018	ALAN RUDEN CONSTRUCTION			
17B0820	BLDCOMBO	NSFR	11/27/2017	ALAN RUDEN INC	3687 NE JOEL ST	MCMN	(503) 435-2412
17B0892	BLDCOMBO	NSFR	12/18/2017	ALAN RUDEN INC	3671 NE JOEL ST	MCMN	(503) 435-2412
17B0621	BLDCOMBO	NCOM	09/12/2017	ANDISHEH AFGHAN	1240 SW BOOTH BEND RD	MCMN	503-620-3030
17B0620	BLDCOMBO	NCOM	09/12/2017	ANDISHEH AFGHAN	1240 SW BOOTH BEND RD	MCMN	503-620-3030
18M0002	MISC		01/05/2018	BAKER CREEK			
18B0014	PLUM	RES	01/04/2018	BLACKHAWK PLUMBING LLC	655 NE BURNETT RD	MCMN	(503) 538-7900
18B0048	MECH	RES	01/17/2018	BLUE STAR GAS ASSOCIATES CO	963 NW 11TH ST	MCMN	(707) 573-3130
18M0014	MISC		01/24/2018	BOE, ANNA C	1750 SW SESAME ST	MCMN	
18B0022	PLUM	RES	01/08/2018	BONNY CONSTRUCTION INC	1731 NW DORAL ST	MCMN	(503) 357-9626
18B0056	MECH	RES	01/19/2018	BUI TIFFANY D	2119 NE VILLAGE CT	MCMN	
18B0009	PLUM	RES	01/04/2018	C AND D LANDSCAPE CO	1116 SW COURTNEY LAINE DR	MCMN	(503) 864-3551
18B0008	PLUM	RES	01/04/2018	C AND D LANDSCAPE CO	1239 SW FOREST GLEN DR	MCMN	(503) 864-3551
18B0019	PLUM	RES	01/05/2018	C C MEISEL CO INC	1851 NW DORAL ST	MCMN	(503) 472-4919
18B0055	BLDMINOR	WALL	01/19/2018	CAMPOS, NELSON	3803 NE HEMBREE ST	MCMN	
17B0809	BLDCOMBO	ACOM	11/17/2017	CHEMEKETA COMMUNITY COLLEGE	232 NE NORTON LN	MCMN	503-881-7239
18M0013	MISC		01/23/2018	CHERRY HILL MANAGEMENT LLC	640 SE WASHINGTON ST	MCMN	
18B0004	MECH	RES	01/03/2018	CHRISTENSEN BRUCE A TRUSTEE	1864 NW REGINA CT	MCMN	
18B0013	PLUM	RES	01/04/2018	COMMERCIAL PIPING CO	515 NW 18TH ST	MCMN	(503) 472-4101
18M0016	MISC		01/25/2018	COMMUNITY HOME BUILDERS INC			503-434-5265
18M0001	MISC		01/02/2018	CONSTRUCTION MONITOR			
18M0008	MISC		01/16/2018	CONSTRUCTION MONITOR			
18M0011	MISC		01/22/2018	CONSTRUCTION MONITOR			
18M0018	MISC		01/29/2018	CONSTRUCTION MONITOR			
18M0003	MISC		01/08/2018	CONSTRUCTION MONITOR			
17B0861	BLDMAJOR	ASFR	12/13/2017	CR CONSTRUCTION LLC	260 SW NORRIS CT	MCMN	(541) 915-1223
18B0010	SIGN	POLE	01/04/2018	DEL J INC	101 NE HIGHWAY 99W	MCMN	(541) 476-1387
18B0007	MECH	RES	01/03/2018	DR HVAC INC	946 SW APPLE CT	MCMN	(503) 474-9891
18B0029	MECH	RES	01/11/2018	DR HVAC INC	2359 NW SHADDEN DR	MCMN	(503) 474-9891
18B0073	MECH	RES	01/30/2018	DR HVAC INC	805 SE VILLARD ST	MCMN	(503) 474-9891
18B0074	MECH	RES	01/30/2018	DR HVAC INC	1718 NW TROON CT	MCMN	(503) 474-9891

Permit #	Type	Sub-Type	Applied	APPLICANT	Address	City	Phone
18B0075	MECH	RES	01/30/2018	DR HVAC INC	2295 SW BARBER LN	MCMN	(503) 474-9891
18B0068	MECH	RES	01/24/2018	DR HVAC INC	2831 NE NEWBY ST	MCMN	(503) 474-9891
18B0076	MECH	RES	01/30/2018	EMERALD OUTDOOR LIVING INC	3149 NE MALONEY DR	MCMN	(503) 370-9355
17B0877	BLDMAJOR	ASFR	12/14/2017	ENERGY DESIGN CO	928 NW CEDAR ST	MCMN	(800) 200-2372
18B0049	PLUM	RES	01/18/2018	EVERGREEN PLUMBING & MECHANICAL LLC	1725 NE HEMBREE ST	MCMN	(503) 409-3567
18B0059	PLUM	RES	01/22/2018	EVERGREEN PLUMBING & MECHANICAL LLC	511 SW ASPEN WAY	MCMN	(503) 409-3567
18B0015	MECH	RES	01/05/2018	FIRESIDE CONTRACTING SERVICES LLC	1548 SW SANDALWOOD ST	MCMN	(503) 684-8535
18B0071	MECH	RES	01/26/2018	FOUR SEASONS HEATING & AIR CONDITIONING INC	230 SW HUCKLEBERRY DR	MCMN	(503) 538-1950
18B0070	MECH	RES	01/25/2018	FOUR SEASONS HEATING & AIR CONDITIONING INC	1635 NW 8TH ST	MCMN	(503) 538-1950
18B0030	MECH	RES	01/11/2018	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	635 NE 26TH ST	MCMN	(503) 472-6597
18B0061	MECH	RES	01/22/2018	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	1724 NE EVANS ST	MCMN	(503) 472-6597
18B0062	MECH	RES	01/22/2018	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	2184 NW DORAL ST	MCMN	(503) 472-6597
18B0033	MECH	RES	01/12/2018	GENERAL FURNACE & AIR CONDITIONING LLC	1501 SW BAKER ST	MCMN	(503) 557-2220
18B0063	MECH	RES	01/22/2018	GENERAL FURNACE & AIR CONDITIONING LLC	2517 NW PINEHURST DR	MCMN	(503) 557-2220
18M0017	MISC		01/26/2018	GINTER CARINA K NKA	335 NW WALLACE WAY	MCMN	
17B0792	SIGN	POLE	11/09/2017	HANNAH SIGN SYSTEMS INC	1701 NE HIGHWAY 99W	MCMN	(503) 946-8373
18B0050	BLDCOMBO	ASFR	01/18/2018	HARDT PARKER & TENNEY	430 SE DAVIS ST	MCMN	503-915-6650
17B0795	MECH	INS	11/13/2017	HEINZ MECHANICAL SERVICE INC	2700 SE STRATUS AVE	MCMN	(503) 220-0855
18M0012	MISC		01/22/2018	HEISER EDITION, LLC			
18M0007	MISC		01/16/2018	HIGGINS ROBERT G &	218 SE WASHINGTON ST	MCMN	
18M0015	MISC		01/24/2018	HORTSCH KENNETH	655 NW DONAHOO ST	MCMN	
18B0011	MECH	COM	01/04/2018	HVAC INC	310 NE EVANS ST	MCMN	(503) 462-4822
18B0027	PLUM	RES	01/09/2018	JEREMY DAVID KOCH & WENDY MARIE KOCH	1206 NE 10TH AVE	MCMN	(503) 997-8412
18B0023	PLUM	COM	01/08/2018	KOEHLER GENERAL CONTRACTING LLC	1365 NE HIGHWAY 99W	MCMN	(541) 231-6009
18B0047	PLUM	COM	01/16/2018	KOEHLER GENERAL CONTRACTING LLC	120 NE 5TH ST	MCMN	(541) 231-6009
18B0046	BLDMINOR	OTHR	01/16/2018	KURZ CONSTRUCTION LLC	350 NE KINGWOOD ST	MCMN	(503) 999-5879
18B0016	MECH	RES	01/05/2018	LOYAL HAMILTON	165 NE PACIFIC ST	MCMN	971-241-6268
18B0021	BLDMINOR	ROOF	01/08/2018	MATTHEW LEE GIBBONS & TITUS JAY JONES	2245 NE MCDANIEL LN	MCMN	(503) 560-8254
18M0005	MISC		01/10/2018	MCKIBBEN TERESA F	1036 NW DEL MONTE DR	MCMN	
18B0052	MECH	RES	01/19/2018	MILL CREEK HEATING LLC	721 NE 27TH ST	MCMN	(503) 749-1000
18B0017	PLUM	RES	01/05/2018	MRB ENTERPRISES INC	299 SW MT ADAMS ST	MCMN	(503) 362-0812
18M0004	MISC		01/08/2018	NEWBERG CYNTHIA H & JOHN G	1205 NE EVANS ST	MCMN	
17B0878	FLS	ALRM	12/14/2017	NICE ELECTRIC CO	2760 NE RIVERGATE ST	MCMN	(503) 434-5802
18B0018	MECH	COM	01/05/2018	NORTHWEST MECHANICAL GROUP LLC	421 SE EVANS ST	MCMN	(503) 652-4444
18M0019	MISC		01/30/2018	PAK CHAE	1031 NE LAFAYETTE AVE	MCMN	
18B0069	MECH	RES	01/25/2018	PAUL KNOBLOCH CONSTRUCTION INC	2035 NW ST ANDREWS DR	MCMN	(971) 241-0808
18B0058	PLUM	RES	01/22/2018	ROTH ZACHRY HEATING INC	2360 NW MEADOWS DR	MCMN	(503) 266-1249
18B0057	MECH	RES	01/22/2018	ROTH ZACHRY HEATING INC	2360 NW MEADOWS DR	MCMN	(503) 266-1249
18B0003	MECH	RES	01/03/2018	ROTH ZACHRY HEATING INC	982 SW HAWTHORNE ST	MCMN	(503) 266-1249
18B0042	BLDMINOR	ROOF	01/12/2018	SARMIENTOS LLC	1647 SW FELLOWS ST	MCMN	(503) 551-6271
18B0043	BLDMINOR	ROOF	01/12/2018	SARMIENTOS LLC	1647 SW FELLOWS ST	MCMN	(503) 551-6271

Permit #	Type	Sub-Type	Applied	APPLICANT	Address	City	Phone
18B0040	BLDMINOR	ROOF	01/12/2018	SARMIENTOS LLC	1647 SW FELLOWS ST	MCMN	(503) 551-6271
18B0044	BLDMINOR	ROOF	01/12/2018	SARMIENTOS LLC	1647 SW FELLOWS ST	MCMN	(503) 551-6271
18B0045	BLDMINOR	ROOF	01/12/2018	SARMIENTOS LLC	1647 SW FELLOWS ST	MCMN	(503) 551-6271
18B0041	BLDMINOR	ROOF	01/12/2018	SARMIENTOS LLC	1647 SW FELLOWS ST	MCMN	(503) 551-6271
18B0039	BLDMINOR	ROOF	01/12/2018	SARMIENTOS LLC	1647 SW FELLOWS ST	MCMN	(503) 551-6271
18B0038	BLDMINOR	ROOF	01/12/2018	SARMIENTOS LLC	1647 SW FELLOWS ST	MCMN	(503) 551-6271
18B0037	BLDMINOR	ROOF	01/12/2018	SARMIENTOS LLC	1647 SW FELLOWS ST	MCMN	(503) 551-6271
18B0036	BLDMINOR	ROOF	01/12/2018	SARMIENTOS LLC	1647 SW FELLOWS ST	MCMN	(503) 551-6271
18B0035	BLDMINOR	ROOF	01/12/2018	SARMIENTOS LLC	1647 SW FELLOWS ST	MCMN	(503) 551-6271
18B0034	BLDMINOR	ROOF	01/12/2018	SARMIENTOS LLC	1647 SW FELLOWS ST	MCMN	(503) 551-6271
17B0771	SIGN	MONU	11/06/2017	SCHOOL DISTRICT NO 40	800 NE LAFAYETTE AVE	MCMN	503-565-4022
17B0752	SIGN	MONU	10/30/2017	SECURITY SIGNS INC	602 NE HIGHWAY 99W	MCMN	(503) 232-4172
18M0009	MISC		01/16/2018	SODAN (ELLIE GUNN)			
18M0006	MISC		01/16/2018	STAY MCMINNVILLE LLC	914 SE 1ST ST	MCMN	
18B0012	BLDMINOR	ROOF	01/04/2018	TREST ANDREW	418 SW BROCKWOOD AVE	MCMN	
17B0812	SIGN	POLE	11/20/2017	TUBE ART DISPLAYS INC	1371 NE HIGHWAY 99W	MCMN	(206) 223-1122
17B0705	BLDMINOR	OTHR	10/12/2017	TYLER BAGGETT	1730 NE HIGHWAY 99W	MCMN	
17B0902	FLS	SPRK	12/19/2017	VIKING AUTOMATIC SPRINKLER COMPANY	1384 NE HIGHWAY 99W	MCMN	(503) 227-1171
17B0782	FLS	SPRK	11/07/2017	VIKING AUTOMATIC SPRINKLER COMPANY	1439 NE LAFAYETTE AVE	MCMN	(503) 227-1171
18B0066	BLDMINOR	ROOF	01/23/2018	WASHINGTON ROOFING COMPANY	1200 NE BAKER ST	MCMN	(503) 472-7663
18B0065	BLDMINOR	ROOF	01/23/2018	WASHINGTON ROOFING COMPANY	1100 NE LAFAYETTE AVE	MCMN	(503) 472-7663
18B0064	BLDMINOR	ROOF	01/23/2018	WASHINGTON ROOFING COMPANY	2965 NE EVANS ST	MCMN	(503) 472-7663
17B0828	FLS	ALRM	11/30/2017	WESTERN STATES FIRE PROTECTION CO	1439 NE LAFAYETTE AVE	MCMN	(303) 792-0022

### Summary

Number of Permits:	96
Total Valuation:	\$6,744,446.73
Total SQ. Ft:	66962.00
Total Fees:	\$130,503.79
Total Due:	\$94.00

CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND  
December 2017

FUND #	FUND NAME	GENERAL OPERATING		TOTAL
		CASH IN BANK	INVESTMENT	
01	General	\$458,122.17	\$12,224,622.61	\$12,682,744.78
05	Special Assessment	892.75	151,618.82	152,511.57
07	Transient Lodging Tax	192.98	9,000.00	9,192.98
10	Telecommunications	805.75	1,030.00	1,835.75
15	Emergency Communications	407.18	153,094.81	153,501.99
20	Street (State Tax)	217.72	1,794,173.01	1,794,390.73
25	Airport Maintenance	46.85	(3,071,250.97)	(3,071,204.12)
40	Public Safety Facility Construction	91.66	2,805.24	2,896.90
45	Transportation	762.66	6,709,896.79	6,710,659.45
50	Park Development	427.91	1,271,963.10	1,272,391.01
58	Urban Renewal	675.38	706,947.26	707,622.64
59	Urban Renewal Debt Service	748.52	413,021.81	413,770.33
60	Debt Service	624.06	3,241,962.33	3,242,586.39
70	Building	686.41	1,224,000.00	1,224,686.41
75	Sewer	926.52	1,092,734.03	1,093,660.55
77	Sewer Capital	146.57	22,122,103.65	22,122,250.22
79	Ambulance	931.39	(200,164.72)	(199,233.33)
80	Information Systems & Services	73.08	203,713.61	203,786.69
85	Insurance Reserve	826.23	1,759,290.54	1,760,116.77
CITY TOTALS		467,605.79	49,810,561.92	50,278,167.71

MATURITY DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST	CASH VALUE
			RATE	
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.20%	\$ 467,605.79
N/A	Key Bank of Oregon	Money Market Savings Account	0.02%	2,004,944.04
N/A	State of Oregon	Local Government Investment Pool (LGIP)	1.55%	40,548,634.65
N/A	State of Oregon	Park Improvement Bonds (LGIP)	1.55%	693,666.74
N/A	State of Oregon	Transportation Bond (LGIP)	1.55%	5,077,926.95
N/A	State of Oregon	Urban Renewal Loan Proceeds (LGIP)	1.55%	811,404.95
N/A	MassMutual Financial Group	Group Annuity	3.00%	673,984.59
				<u>\$ 50,278,167.71</u>