



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

**City Council Meeting Agenda
Tuesday, May 8, 2018
5:30 p.m. – Executive Session
6:15 p.m. – Work Session
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."

5:30 PM – EXECUTIVE SESSION – CONFERENCE ROOM

EXECUTIVE SESSION UNDER ORS 192.660(2)(h) CONSULTATION WITH COUNCIL CONCERNING LEGAL RIGHTS AND DUTIES REGARDING CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED.

6:15 PM – WORK SESSION – COUNCIL CHAMBERS

1. Call to Order
2. Discussion on City Parking Garage/ City Parking Lots Code of Conduct.
3. Adjournment

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 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. PROCLAMATIONS
 - a. National Public Works Week
 - b. National Police Week
 - c. Historic Preservation Month

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.

5. RESOLUTION

- a. Consider **Resolution No. 2018-20**: A Resolution awarding the Personal Services Agreement contract for Environmental, Design, and Bidding services for the Apron Rehabilitation Project, Project 2017-10.

6. ORDINANCE

- a. Consider second reading of **Ordinance No. 5052**: An Ordinance amending Title 17 (zoning) of the McMinnville City Code, specific to Chapter 17.06 and Chapter 17.62, to update definitions and the regulation of nonconforming signs.

7. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports
- c. Building Division Reports – February and March

8. ADJOURNMENT

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**City of McMinnville
Police Department**
121 SW Adams Street
McMinnville, OR 97128
(503) 434-7307

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: April 27, 2018
TO: Jeff Towery, City Manager
FROM: Matt Scales, Chief of Police
SUBJECT: Downtown Parking Structure Rules of Conduct

Report in Brief:

The City parking structure and City owned surface parking lots have been identified as a critical piece of the City's parking supply, and a critical piece of infrastructure by Rick Williams Consulting who completed a comprehensive City funded parking study.

As part of the City's mission to provide a safe and livable community, this staff report is written with two specific purposes in mind. The first being the safety and security of those who utilize the city owned parking lots. The second is moving the City forward with the recommendation of Williams Consulting that the City needs to ensure that the underutilized and aging public parking structure needs to support the economic vitality of our downtown.

It should come as no surprise that the City, and more specifically the Police Department, continues to receive complaints regarding behavioral issues within the City of McMinnville parking structure. These complaints have been sent to City staff and members of the Council for a number of months now. With these complaints to our government body, the Police Department has also seen an increase demand in calls for service to the parking structure. In addition, the misuse of the parking structure has caused the public works department to be inundated with complaints and clean-up of garbage, human feces, and drug paraphernalia (needles) on a weekly if not daily basis.

Whether it is criminal conduct or aggressive behaviors in the parking structure, the issue remains clear, the City of McMinnville has no rules of conduct for the facility, and no way to exclude those who are using the parking structure in an unacceptable manner. The information below will help the City Council understand the problems taking place in the parking structure, and allow them to see there are solutions that can help ensure the parking structure and surface lots remains safe and clean to use for years to come.

Background:

As mentioned above, the City commissioned a parking study to review the state of the parking systems in downtown McMinnville. As part of the study, Williams Consulting summarized McMinnville as one of Oregon's top destination cities with a bustling and historic downtown and wine tourism and backbone. As such McMinnville is likely to face new pressure on its parking supply. One recommendation from the parking study, was that given the proximity of the 5th street parking structure to the downtown core, upgrading the parking garage would set a new standard for parking in McMinnville. The study further suggested the City explore other options for the parking structure, such as valet and/or City required permitting for overnight parking within the structure.

All of these recommendations from the parking study are excellent ideas to explore, however we first must get control of how the current parking structure is being used. It is widely recognized there are growing safety and health concerns taking place in the City of McMinnville's parking structure. I want to walk you through the current state of the parking structure and provide you with some solutions.

As referenced above, over the last two years the parking structure has become a "call for service driver" for the McMinnville Police Department, as well as the Public Works Department. We have had dozens of complaints from residents, business owners, employees of the Yamhill County courthouse, and those who frequent our downtown core area using the parking structure to park their vehicles.

The complaints have ranged from fights, criminal mischief, drinking in public, use of narcotics, urinating in public and defecation, and sleeping in parking stalls. All of these activities have occurred in the parking structure over the years, but never to the degree seen over the last 24 months. Information pulled from our computer aided dispatch system provided the following information.

It should be noted that the increase in calls for service has caused by two factors.

1. An increase in calls for service due to illegal behavior taking place at the structure.
2. Staff (sworn and non-sworn) have been directed to provide checks of the parking structure in response to the increase in criminal activity.

Regardless, as you can see, our officers are spending a disproportional amount of time at the parking structure simply trying to mitigate the issues.

- In 2016 the Police Department responded to 164 calls for service at the parking structure.
- In 2017 the Police Department responded to 370 calls for service/area checks at the parking structure, an increase of 125%
- For 2018 year to date the Police Department has responded to 130 calls for service/area checks at the parking structure. Averaging the calls to date we will respond to roughly 390 calls for service.

City Costs:

Based on 2018 projections, if you calculate that each call for service takes a minimum of 30 minutes per call, that's 11,700 minutes or 190 man hours per year at cost of a *minimum* \$10,900 a year to the City.

In speaking with the Public Works Department, from February 2016 through January 2018, essentially two years of data, they have tracked time spent cleaning up the parking structure. Their data estimates that roughly 7% of a full time employee's (FTE) time is spent removing human excrement, trash, camping debris, drug use debris (needles), abandoned belongs, sleeping bags, mattresses *in excess* of their normal routine maintenance of the parking structure.

Public Works has tracked the contracted costs for extra sweepings of the structure, as well as pressuring washing to clean/disinfect areas where urine and feces were deposited. In addition to the 7% of an FTE's time having been spent there, it cost an additional \$2,955 above and beyond normal maintenance costs.

Problem:

Repeatedly, we will see the same persons and vehicles parking in the parking structure, and causing problems for patrons who wish to use the structure for its intended use. Currently there are no rules of conduct for the city owned parking structure or city owned surface street parking lots. This allows for those repeat offenders to return to these locations and continue to engage in repeated unwanted behavior without the risk of exclusion.

These facts, in addition to the associated costs, cause me to believe we are continuing to simply “chase our tails”, with no current long term solution to these issues.

If the parking structure is a necessary and critical piece to our downtown parking supply we must protect it and its intended purpose.

Discussion:

The discussion for the Council is simple. Do you want a written “Code of Conduct” ordinance for our city parking structure and city owned surface parking lots? I have researched other parking lot codes of conduct and propose a code of conduct that is utilized by the City of Portland. Utilizing this code of conduct, will authorize the Chief of Police to develop and enforce rules of conduct for the parking structure and surface lots located within the city limits of McMinnville. Any person who fails to comply with the rules of conduct for the parking garage and surface parking lots may be excluded for a period of time, and a return to the location could result in arrest for criminal trespassing.

Secondly, acknowledging the parking study recommendations, does the Council desire to explore moving to no overnight parking within the parking structure, with the exception of permitted parking. This would require setting up a permitting system for resident or businesses who wished to use the parking structure overnight. This would require engaging with the McMinnville Downtown Association and local businesses and residents.

I have attached a City of McMinnville proposed “Code of Conduct” for the parking structure and city owned parking lots for your review and discussion.

Recommendation:

Staff seeks approval to move forward with the introduction of a Code of Conduct ordinance which will provide rules and guidelines for the use of the parking structure and city lots for their intended design and use.

Attachments:

- A) Proposed “Code of Conduct” for the use of the parking structure and city owned surface lots.
- B) Photos of current issues at the Parking Structure.

McMinnville City Ordinance

#####

Rules of Conduct for City Owned Parking Garages and City Owned Surface Street Parking Lots

Rules of Conduct:

The City of McMinnville Police Chief shall be authorized to develop and enforce Rules of Conduct for City parking garages and City owned surface parking lots located within the City limits of McMinnville. The Police Chief will require all persons to obey the Rules of Conduct. City parking garages and City owned surface parking lots include any publicly owned real property, and the buildings, structures and facilities thereon, placed under the jurisdiction of the City for parking garage purposes and surface lot purposes, and includes all land granted to the City for such purposes. Any person who fails to comply with the Rules of Conduct for City parking garages and City owned surface parking lots or the reasonable direction of the Person in Charge, may be excluded as provided in this Section.

- A. Person in Charge is defined in ORS 164.205(5) and includes, but is not limited to, any of the following while acting in the scope of employment, agency or duty:
 1. Any peace officer as defined by Oregon law, any reserve officer of the McMinnville Police Department, any Parking Enforcement officer employed by the City of McMinnville to include Park Rangers;
 2. Any person providing security services in a City parking garage pursuant to any contract with the City, or with any person, firm or corporation managing a City parking garage or City leased properties on the City's behalf; and/or,
 3. Any person specifically designated in writing as the Person in Charge by the McMinnville Police Chief.
- B. City parking garage and City owned surface lot exclusions. Any Person in Charge may exclude any person who violates any Rule of Conduct while in or upon any City parking garage or City owned surface lot, from all City parking garages and City owned surface lots for a period of 180 days.
 1. The notice of exclusion shall be in writing, given to the person excluded and signed by the Person in Charge. It shall specify the dates and places of exclusion. It shall contain a warning that failure to comply with the notice of exclusion will lead to possible criminal prosecution for the crime of criminal trespass and information concerning the right to appeal the exclusion.
 2. An excluded person has a right to appeal the exclusion order within 10 business days to the Chief of Police. The appeal must be in writing and outline the reason for the appeal. The exclusion will remain in effect during the appeal. If good cause exists, the Police Chief may at any time alter or temporarily waive the effects of the notice of exclusion. Additionally, if the

Police Chief finds that the person excluded did not violate any provision of the Rules of Conduct, any laws of the State of Oregon, or ordinances of the City of McMinnville, the Police Chief shall rescind the exclusion.

C. City Parking Garages and City Owned Surface Parking Lots Rules of Conduct

1. No person shall violate federal, state, or city law.
2. No person shall enter or remain for any purpose other than to park or retrieve a motor vehicle.
3. No person shall possess any weapon or any similar instrument that can be used to inflict injury upon a person or damage to property, except to the extent permitted by Oregon law.
4. No person shall use City parking for the purpose of housing or camping, including but not limited to, sleeping, bathing, cooking, or use as a restroom.
5. No person shall deface, damage, or destroy City parking garages or surface lots.
6. Unless authorized by the City of McMinnville, no person shall post or place on cars any handbills, flyers, or posters of any kind within City parking garages or surface lots.
7. No person shall engage in sexual conduct as defined by ORS 167.060 (10)
8. Other than at City of McMinnville authorized events, no person shall possess an open container of alcohol or consume alcoholic beverages.
9. Other than at City of McMinnville authorized events, no person shall play or use amplified or audio equipment at a level that disturbs others.
10. Other than at City of McMinnville authorized events, no person shall participate in parties, rave parties, or other similar gatherings.
11. No person shall use City parking garages or parking lots and/or their structures and fixtures, including but not limited to, walls, railings, banisters, stairs, or ventilation fixtures, in ways they were not intended to be used, including but not limited to, sitting, standing, lying kneeling, skating, or skateboarding.
12. No person shall smoke or carry any lighted smoking instrument while in the elevator or any covered or enclosed portion of City parking garages or parking lots.
13. No person shall engage in conduct that disrupts or Interferes with normal operations of City parking garages or parking lots, or that disturbs patrons of City parking garages or parking lots, including but not limited to, conduct that involves the use of abusive or threatening language or gestures, conduct that creates unreasonable noise, or conduct that consists of loud or boisterous physical behavior.
14. No person shall interfere with free passage of patron of City parking garages or parking lots,

including but not limited to, placing objects such as bicycles, backpacks, carts or other items in a manner that interferes with free passage.

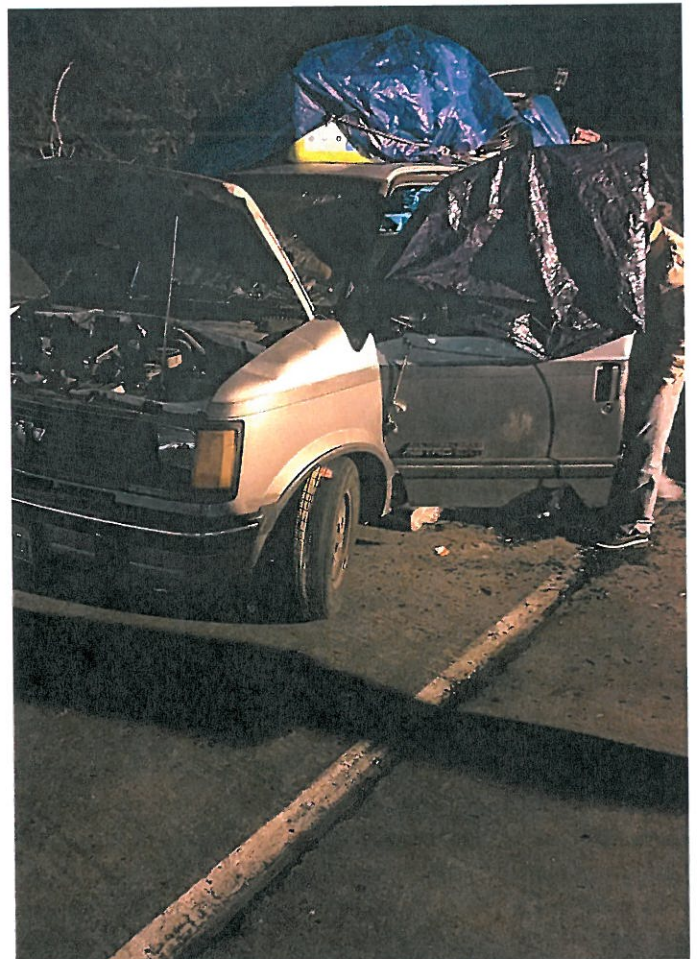
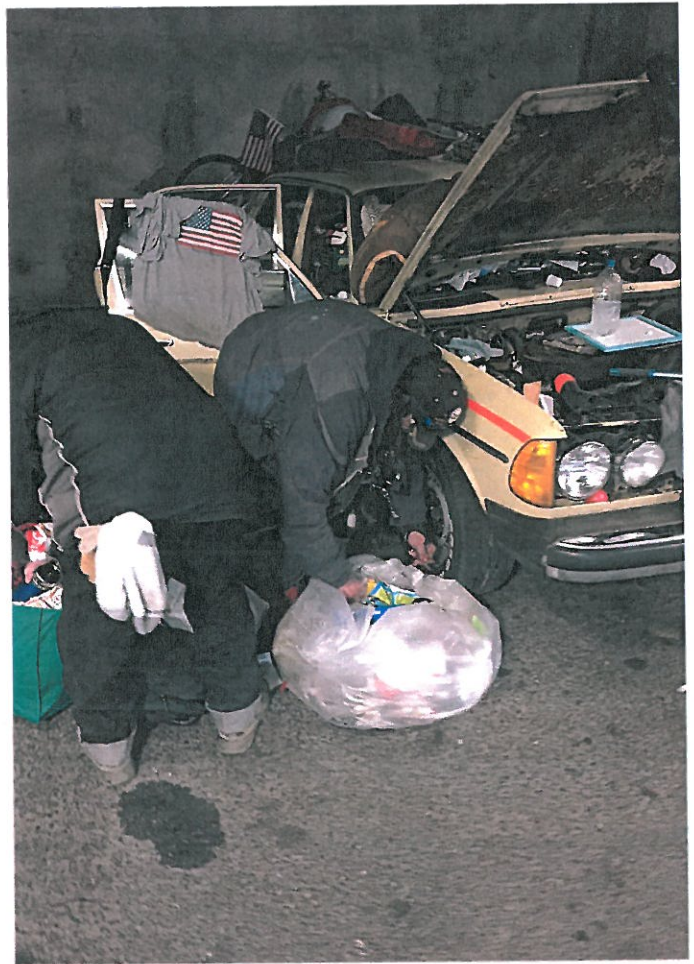
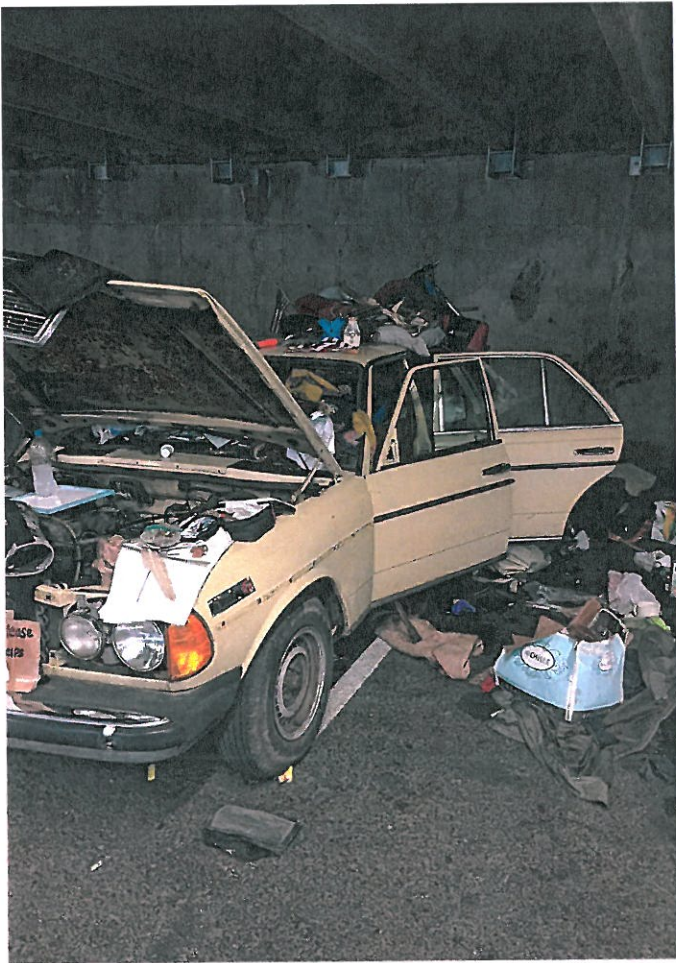
15. No person shall refuse to obey any posted parking signs or any reasonable direction of a Person in Charge.

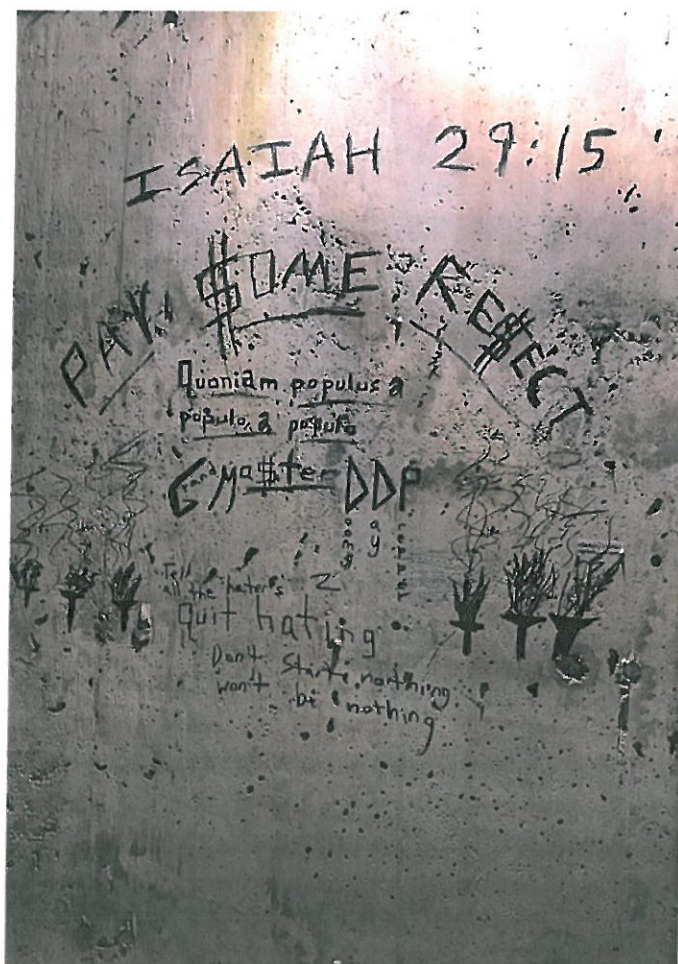
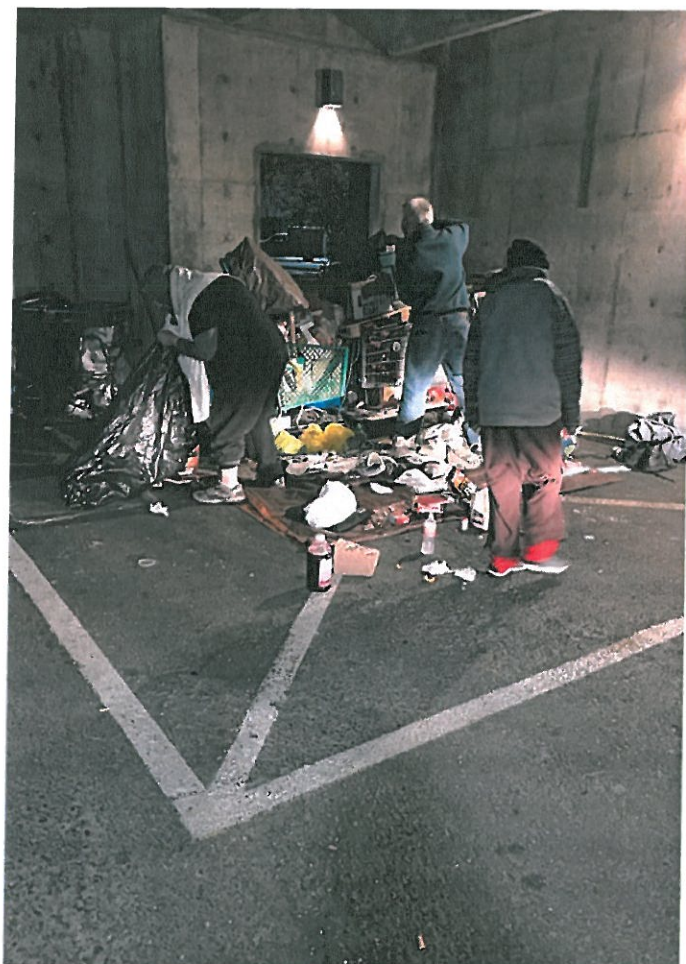
DRAFT











PROCLAMATION

NATIONAL PUBLIC WORKS WEEK

May 20 – 27, 2018

WHEREAS, this year the American Public Works Association and communities nationwide are celebrating the 58th annual National Public Works Week, and this year's theme is ***"The Power of Public Works"***; and

WHEREAS, because of public works we are able to have clean water; safe streets, parks, and buildings; well functioning sanitary sewers; and reliable power; all of which are of vital importance to the health, safety, sustainability, resiliency, and economic well being of our community; and

WHEREAS, the employees of McMinnville Water & Light and the employees of the City's Engineering, Public Works, and Wastewater Departments demonstrate the *power of public works* in our community every day by advancing the quality of life for all of our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children of McMinnville to understand the importance of public works and public works services in their lives;

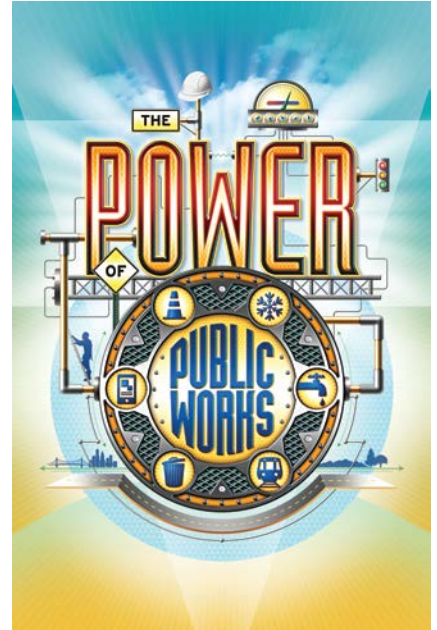
NOW, THEREFORE, I, Scott A. Hill, Mayor of the City of McMinnville, do hereby proclaim the week of May 20 – 27, 2018 as

"NATIONAL PUBLIC WORKS WEEK"

in the City of McMinnville, and I call upon all citizens, business leaders and civic organizations to acquaint themselves with the issues involved in providing and maintaining our public works infrastructure and to recognize the contributions that our public works employees make every day to our quality of life.

IN WITNESS, WHEREOF I hereunto set my hand and cause the Official Seal of the City of McMinnville to be affixed this 8th day of May 2018.

Scott A. Hill, Mayor





PROCLAMATION

Whereas, The Congress and President of the United States have designated May 15 as Peace Officers' Memorial Day, and the week in which May 15 falls as National Police Week; and

Whereas, the members of the law enforcement agency of McMinnville play an essential role in safeguarding the rights and freedoms of McMinnville; and

Whereas, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

Whereas, the men and women of the law enforcement agency of McMinnville unceasingly provide a vital public service.

Now, Therefore, I, Scott A. Hill, Mayor of the City of McMinnville, do hereby proclaim May 13-19, 2018 to be:

National Police Week

and call upon all citizens of McMinnville and upon all patriotic, civic, and educational organizations to observe the week of May 13 – 19, 2018, as **Police Week** with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I further call upon all citizens of McMinnville to observe May 15, 2018 as Peace Officers' Memorial Day in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

In Witness Whereof, I have hereunto set my hand and caused the official Seal of the City of McMinnville to be affixed this 8th day of May, 2018.

Scott A. Hill, Mayor



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

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: May 8, 2018
TO: Mayor and City Councilors
FROM: Chuck Darnell, Associate Planner
SUBJECT: Historic Preservation Month Proclamation

Council Goal:

Promote Sustainable Growth and Development

Report in Brief:

This is a proclamation to be read by the Mayor which will proclaim May 2018 as Historic Preservation Month in McMinnville.

Background:

Historic Preservation Month was first established and observed by the National Trust for Historic Preservation in 1973. The National Trust for Historic Preservation is a nonprofit organization dedicated to protecting America's historic buildings, landscapes, and neighborhoods.

The City's Historic Landmarks Committee is the appointed body that is involved in the practice of historic preservation, serving as the body tasked with managing the City's Historic Resources Inventory and reviewing any alteration to an existing historic landmark. The Historic Resources Inventory is a locally adopted list of protected historic structures, buildings, and sites in the city, and includes well over 500 resources dating back as far as 1853.

Discussion:

Historic Preservation Month is celebrated annually during the month of May across the country. Public agencies and nonprofits use the month of May as a time to celebrate and promote historic buildings, sites, landscapes, and neighborhoods. McMinnville's extensive Historic Resources Inventory, which includes well over 500 buildings and sites, provides ample opportunity to highlight the important historic resources that exist throughout the city. The McMinnville Downtown Historic District is listed on the National Register of Historic Places and includes many of the most prominent historic buildings in McMinnville, but a vast majority of our historic resources are located in other historic areas of the city.

The Historic Landmarks Committee will be working to promote important and interesting historic resources during Historic Preservation Month. The committee members have assisted in compiling information on important historic resources, including historic and current photos, as well as stories that provide more information about the role that the historic resources play in the city. The committee's

Attachments:

Attachment A - Proclamation for Historic Preservation Month

goal is to provide information and photos on a few historic resources each week during Historic Preservation Month. The Planning Department will be sharing the information on the selected historic resources through the relatively newly established McMinnville Matters website and social media platforms.

There is a specific section of the McMinnville Matters website that will be used to highlight historic buildings and places in McMinnville, which is title "This Place Matters, and can be accessed here:

<https://www.mcminnvillematters.com/this-place-matters>

Other activities during Historic Preservation Month will include the selection and presentation of Historic Preservation Awards. The Historic Preservation Awards will acknowledge and honor outstanding historic preservation efforts that have been undertaken in the City of McMinnville. The awards may be provided to property owners that completed historic preservation projects (such as remodeling, restoration, or reconstruction), but can also be provided to individuals that are particularly committed to or involved in historic preservation efforts in the community. A selection committee has been formed to review award nominations, and the awards will be announced and presented to the property owners at the May 22, 2018 City Council meeting.

Another important activity that will occur in May will be the final public meeting for the Historic Preservation Plan process. That public meeting will be led by the project consultant, Northwest Vernacular Historic Preservation, and will include an overview of the planning process and a presentation of the preliminary recommendations that will be provided in the Historic Preservation Plan. The public meeting will be held on Wednesday, May 23rd in the evening, with a specific time still to-be-determined.

Fiscal Impact:

None.

Alternative Courses of Action:

None.

Recommendation/Suggested Motion:

Staff recommends that the Mayor read the attached proclamation to proclaim May 2018 as Historic Preservation Month in the City of McMinnville.



PROCLAMATION

Whereas, the National Trust for Historic Preservation, a nonprofit dedicated to protecting America's historic buildings, landscapes, and neighborhoods, established an annual celebration of historic preservation across the country; and

Whereas, this celebration, known as National Historic Preservation Month, was first established and observed by the National Trust for Historic Preservation in 1973; and

Whereas, National Historic Preservation Month is now observed in the month of May every year throughout the country; and

Whereas, the City of McMinnville has a rich history as the primary social and economic center of the Yamhill County region; and

Whereas, the McMinnville Downtown Historic District, the economic center of our city focused on Third Street, is listed on the National Register of Historic Places; and

Whereas, the City of McMinnville promotes and protects its historic buildings and sites through a locally adopted Historic Resources Inventory, managed by the Historic Landmarks Committee, which includes well over buildings and sites dating back as far as 1853; and

Whereas, the protection of our historic resources enhances the economic vitality of our community, beautifies our built environments, and instills in our community members a sense of pride in the historic importance of the City of McMinnville.

NOW, THEREFORE, I, Scott A. Hill, Mayor of the City of McMinnville, do hereby proclaim **May 2018** as

HISTORIC PRESERVATION MONTH

in the City of McMinnville, and I urge all citizens to celebrate Historic Preservation Month and support efforts to protect our valued historic resources throughout the city.

In Witness Whereof, I have hereunto set my hand and caused the official Seal of the City of McMinnville to be affixed this 8th day of May, 2018.

Scott A. Hill, Mayor



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

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: April 30, 2018
TO: Jeff Towery, City Manager
FROM: Rich Spofford, Engineering Services Manager
VIA: Mike Bisset, Community Development Director
SUBJECT: Apron Rehabilitation Project, Project 2017-10

Council Goal:

Plan and Construct Capital Projects – Continue to plan and use FAA - AIP funds for Airport Improvements.

Report in Brief:

This action is the consideration of a resolution to award a Personal Services Contract to Century West Engineering, Inc. in the amount of \$276,205.00 for Environmental, Design, and Bidding Services related to the Airport Apron Rehabilitation Project, Project 2017-10.

Background:

On October 2, 2017, the City issued a Request for Proposals for qualified firms to provide consulting services for work related to the Airport Apron Rehabilitation Project. This project is the next project listed in the Airport Capital Improvement Plan (CIP) list and that is updated on an annual basis with the Federal Aviation Administration (FAA). This project will include reconstructing approximately 9,345SY of aircraft apron to accommodate 19 current tie down positions; the demolition and removal of existing pavement; the preparation of pavement sections to accommodate the anticipated aircraft using the apron; possible subgrade stabilization; and the installation of drainage structures and underdrains, shoulder work, pavement markings, and new tie down anchors.

Proposals were due on November 3, 2017 and one proposal was received from Century West Engineering Inc. Two other firms, Precision Approach Engineering Inc. and WHPacific Inc. came out to look at the project but it didn't fit within their current work load and therefore they did not submit a proposal. Century West Engineering, Inc. has been the Engineer of Record for the last several years for airport related projects. The proposed fee has been independently verified per FAA standards since all FAA Grant eligible consulting services costs must have an Independent Fee Estimate conducted when the contract amount exceeds \$100,000.

Discussion:

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

Construction is expected to begin in July of 2019.

Attachments:

1. Resolution
2. Personal Services Contract w/ Scope of Work & Fee
3. Project Vicinity Map

Fiscal Impact:

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

Recommendation:

Staff recommends the City Council adopt the attached resolution to award a Personal Services Contract in the amount of \$276,205.00 to Century West Engineering, Inc. for Environmental, Design, and Bidding for the Apron Rehabilitation Project, Project 2017-10.

RESOLUTION NO. 2018-20

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

RECITALS:

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

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

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

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

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

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

1. That the Personal Services Agreement contract with Century West Engineering, Inc. in the amount of \$276,205.00, for the first phase of design for the Apron Rehabilitation Project, Project 2017-10, is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the Personal Services Agreement contract.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 8th day of May 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this 8th day of May 2018.

Approved as to form:

MAYOR

CITY ATTORNEY

CITY OF McMINNVILLE, OREGON

PERSONAL SERVICES CONTRACT

for

Apron Rehabilitation Project, Project 2017-10

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

The parties mutually covenant and agree as follows:

- 1. Effective Date and Duration.** This contract is effective on the date at which every party has signed the contract and will expire, unless otherwise terminated or extended, on June 30, 2019.
- 2. Statement of Work.** The work to be performed under this contract consists of reconstructing approximately 9,345SY of aircraft apron, design apron geometry and size to accommodate 19 current tie down positions, demolition and removal of existing pavement, preparations of a pavement sections design based on the anticipated aircraft using the apron, possible subgrade stabilization, drainage structures and underdrains, shoulder work, pavement markings, and construction of new tie down anchors. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. The Statement of the Work reflects both the work anticipated and the fees the Contractor will charge for each component of that work. The work provided will be guided by the Statement of the Work, but the Contractor will, with the approval and direction of the City, perform services in such a way as to ensure constant progress is being made to achieve the City's end goals in the most efficient manner possible.
- 3. Consideration.**
 - a. City agrees to pay Contractor for actual hours worked, and allowable expenses incurred for accomplishing the work required by this contract, with a total sum not to exceed \$276,205.00.
 - b. Contractor will furnish with each invoice for services an itemized statement showing both the work performed and the number of hours devoted to the project by the Contractor and its agents. City will pay the Contractor for services within 30 days of receiving an itemized bill that has been approved by the Project Manager.
 - c. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.
- 4. Additional Services.** Additional services, not covered in Exhibit A, will be provided if mutually agreed upon by the parties and authorized or confirmed in writing by the City, and will be paid for by the City as provided in this Contract in addition to the compensation authorized in subsection 3a. If authorized by the City, the additional services will be performed under a series of Task Orders defining the services to be performed, time of performance, and cost for each phase of services.

[CONTINUED ON NEXT PAGE]

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): _____

Address: _____

Social Security #: _____

Federal Tax ID #: _____

State Tax ID #: _____

Citizenship: Nonresident alien _____ Yes _____ No

Business Designation (check one): _____ Individual _____ Sole Proprietorship _____ Partnership
_____ Corporation _____ Government/Nonprofit

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

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

Signed by Contractor:

Signature/Title

Date

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

CITY OF McMINNVILLE SIGNATURE

Approved:

City Manager or Designee

Date

Reviewed:

City Attorney or Designee

Date

CITY OF McMinnville
STANDARD TERMS AND CONDITIONS FOR PERSONAL SERVICES CONTRACTS

1. Contractor is Independent Contractor.

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

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

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

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

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

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

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

5. Early Termination

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

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

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

6. Payment on Early Termination

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

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

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

7. Remedies

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

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

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

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

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

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

11. Indemnity and Hold Harmless

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

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

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

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

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

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

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

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

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

EXHIBIT A
STATEMENT OF THE WORK

(See attached)

EXHIBIT B
COMPLIANCE WITH APPLICABLE LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C
INSURANCE**

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

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

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

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

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

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

☐ Required by City ☒ Not required by City By: _____
5. **Notice of cancellation or change.** There will be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without prior written notice from the Contractor or its insurer(s) to the City.
6. **Certificates of insurance.** As evidence of the insurance coverages required by this contract, the Contractor will furnish acceptable insurance certificates to the City at the time the Contractor returns the signed contracts. For general liability insurance and automobile liability insurance, the certificate will provide that the City, and its agents, officers, and employees, are additional insureds, but only with respect to Contractor's services to be provided under this contract. The certificate will include the cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of commercial general liability, business automobile liability, and excess/umbrella liability insurance policies will be provided to the City in the event that the City receives a tort claim notice pursuant to ORS 30.275 or is named in any lawsuit or other claim which the City reasonably believes is subject to the Contractor's indemnity obligation. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.

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

A. CONTRACTOR IS A CORPORATION

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

Entity	Signature	Date

B. CONTRACTOR IS INDEPENDENT.

Contractor certifies he/she meets the following standards:

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

Contractor Signature	Date

(Project Manager complete C below.)

C. CITY APPROVAL

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

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

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

Project Manager Signature

Date

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

GENERAL

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

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

The improvements include:

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

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

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

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

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

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

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

PHASE I – PREDESIGN AND ENVIRONMENTAL STUDY SERVICES

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

2018-Conduct predesign/environmental studies and project design activities

2019-Conduct project bidding and Construction of the Improvements

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

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

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

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

TASK 1 - PROJECT MANAGEMENT

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

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

TASK 2 – DESIGN SURVEYING

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

Approach: This task includes the following:

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

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

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

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

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

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

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

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

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

TASK 3 – PRELIMINARY DESIGN

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

Approach: This task includes the following:

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

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

TASK 4 – PROJECT DESCRIPTION AND STUDY AREA

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

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

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

TASK 5 – INITIAL AGENCY COORDINATION

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

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

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

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

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

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

TASK 6 – PROJECT MEETINGS/SITE VISITS

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

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

TASK 7 – DATA COLLECTION FOR SPECIFIC IMPACT CATAGORIES

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

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

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

Wetlands

Task 7.1 Wetland Reconnaissance

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

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

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

- Wetland boundary delineation

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

Deliverables:

- Wetland Reconnaissance Technical Memorandum

Task 7.2 Wetland Delineation and Functional Assessment (Optional Services)

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

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

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

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

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

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

Deliverables:

- Wetland Delineation

Fish and Wildlife Review

Task 7.3 Biological Resources Review

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

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

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

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

Deliverables:

- Biological Resources Technical Memorandum

Task 7.5 Biological Assessment

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

1. Description of proposed action (project).

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

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

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

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

3. Description of the action area.

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

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

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

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

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

6. Determination of effect.

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

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

7. Attachments.

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

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

Deliverables:

- Draft Biological Assessment
- Final Biological Assessment

TASK 8 – PRELIMINARY FAA STATUS BRIEFINGS

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

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

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

TASK 9 – FINAL FAA STATUS BRIEFING/NEPA DETERMINATION

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

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

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

TASK 10 –DOCUMENTED CATEGORICAL EXCLUSION FORM AND REPORT

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

Objective: There are three objectives for this task:

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

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

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

TASK 11 – CULTURAL RESOURCES PEDESTRIAN SURVEY & REPORT

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

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

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

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

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

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

PHASE II – DESIGN & BIDDING SERVICES

TASK 1 - PROJECT MANAGEMENT

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

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

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

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

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

TASK 2 – GEOTECHNICAL INVESTIGATION

Objective: To assemble reporting summarizing geotechnical findings and recommendations.

Approach: This task will include the following:

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

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

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

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

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

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

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

TASK 3 – PRELIMINARY DESIGN

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

Approach: This task will include the following:

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

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

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

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

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

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

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

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

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

TASK 4 – FINAL DESIGN

Objective: To conduct final design for the project.

Approach: This task will include the following:

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

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

TASK 5 – BIDDING SERVICES

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

TASK 6 – CONSTRUCTION ADMINISTRATION AND OBSERVATION

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

ASSUMPTIONS AND EXCLUSIONS

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

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

PROJECT TITLE: McMINNVILLE MUNICIPAL AIRPORT-APRON RECONSTRUCTION
 CLIENT: CITY OF McMINNVILLE
 JOB NUMBER: TBA

PROJECT TASK	PRINCIPAL ENGR \$250.00	SR PROJ MGR \$180.00	SR PROJ ENGR \$125.00	PROJ ENGR \$115.00	SR AIRPORT PLANNER \$168.00	CADD DSGN \$105.00	CLER. \$75.00	TOTAL HRS	PROJECT COST	TASK COST
PHASE I-PREDESIGN & ENVIRONMENTAL STUDY										
TASK 1-Project Management										\$22,210.00
1 Project Administration (8 months)	8	12	16	0	0	0	8	44	\$6,760.00	
2 Pre-design Meeting Conf Call	2	0	8	0	0	0	2	12	\$1,650.00	
3 Project Review Meetings (4 mtgs)	0	0	12	12	0	0	2	26	\$3,030.00	
4 Coordinate project Team and Subs	0	0	16	8	0	0	2	26	\$3,070.00	
5 Conduct in-house QA/QC	16	0	0	0	0	0	0	16	\$4,000.00	
6 Assist the Airport in Program Cost Estimates	0	0	4	4	0	0	2	10	\$1,110.00	
7 Assist the Airport in Grant Admin	0	8	8	0	0	0	2	18	\$2,590.00	
TASK 2-Design Surveying										\$3,500.00
1 Site Visit During Topo Surveying	0	0	0	8	0	0	0	8	\$920.00	
2 Coordinate Topo/Produce Design Base Map	0	2	4	4	0	12	0	22	\$2,580.00	
TASK 3-Preliminary Design										\$16,410.00
1 Review Prior Mapping & Plans	0	4	4	0	0	4	0	12	\$1,640.00	
2 Preliminary Geometry Plan	2	6	24	24	0	40	0	96	\$11,540.00	
3 Access Constructability of Phased Construction	1	4	0	16	0	4	0	25	\$3,230.00	
TASK 4-Project Description and Study Area										\$4,940.00
1 Prepare project description and study area memo	1	2	12	16	0	8	2	41	\$4,940.00	
TASK 5-Initial Agency Coordination										\$3,100.00
1 Initial Agency Coordination	0	0	4	20	0	0	4	28	\$3,100.00	
TASK 6-Project Meetings/Site Visits										\$3,060.00
1 Meetings and/or Site Visits for Agency Coordination (3 m	0	2	10	10	0	0	4	26	\$3,060.00	
TASK 7-Data Collection for Specific Impact Categories										\$9,350.00
1 Data Collection for Specific Impact Categories	0	0	8	40	0	0	6	54	\$6,050.00	
2 Engineering Support for Wetlands Work	0	0	8	8	0	4	0	20	\$2,340.00	
3 Engineering Support for SHL BA	0	0	4	4	0	0	0	8	\$960.00	
TASK 8-Preliminary FAA Status Briefings										\$1,300.00
1 Preliminary FAA Status Briefings	0	0	8	0	0	0	4	12	\$1,300.00	
TASK 9-Final FAA Status Briefing/NEPA Determination										\$480.00
1 Final FAA Status Briefing/NEPA Determination	0	0	2	2	0	0	0	4	\$480.00	
TASK 10-Documented CatEx Form and Report										\$7,870.00
1 Prepare Preliminary CatEx Report	1	2	16	24	0	0	8	51	\$5,970.00	
2 Finalize CatEx Report	0	1	4	8	0	0	4	17	\$1,900.00	
TASK 11-Cultural Resources Pedestrian Survey & Report										\$960.00
1 Engineering Support for Cultural	0	0	4	4	0	0	0	8	\$960.00	
PHASE II-DESIGN & BIDDING SERVICES										
TASK 1-Project Management										\$31,535.00
1 Develop project scope with Airport/FAA	2	0	16	0	0	2	6	26	\$3,160.00	
2 Finalize Scope and Schedule, Neg. Contract	0	0	8	0	0	0	2	10	\$1,150.00	
3 Provide documents for IFE	0	0	2	0	0	0	1	3	\$325.00	
4 Project Administration (6 months)	6	10	10	0	0	0	4	30	\$4,850.00	
5 Pre-design Meeting Conf Call	0	2	4	0	0	0	1	7	\$935.00	
6 Project Review Meetings (3 mtgs)	0	3	12	0	0	0	0	15	\$2,040.00	
7 Coordinate project Team and Subs	0	4	8	8	0	0	0	20	\$2,640.00	
8 Provide Project Schedule (3 revisions)	0	3	6	0	0	0	3	12	\$1,515.00	
9 Conduct in-house QA/QC	24	0	0	0	0	0	0	24	\$6,000.00	
10 Prepare Grant Application/Sketches for Design	0	0	2	4	0	8	0	14	\$1,550.00	
11 Assist the Airport in Program Cost Estimates	0	0	4	4	0	0	0	8	\$960.00	
12 Assist the Airport in Grant Admin	0	8	8	0	0	0	0	16	\$2,440.00	
13 Prepare FAA Form 7460	0	0	2	8	0	8	0	18	\$2,010.00	
14 Prepare Strategic Event Notification Forms (up to 4)	0	0	12	4	0	0	0	16	\$1,960.00	
TASK 2-Geotechnical Investigation										\$960.00
1 Review/Finalize Report	0	0	4	4	0	0	0	8	\$960.00	
TASK 3-Preliminary Design										\$75,880.00
1 Review Prior Mapping & Plans	0	2	6	8	0	4	0	20	\$2,450.00	
2 Pavement Section Design	1	0	10	12	0	0	0	23	\$2,880.00	
3 Prepare Drainage Design & Recommendations	0	0	8	12	0	4	0	24	\$2,800.00	
4 Prepare Paving and Grading Plan	0	0	12	20	0	4	0	36	\$4,220.00	
5 Prepare Demolition Plan	0	0	4	8	0	4	0	16	\$1,840.00	
6 Prepare Pavement Marking Plan	0	0	2	4	0	4	0	10	\$1,130.00	
7 Prepare Reflector Layout Plan	0	0	2	8	0	4	0	14	\$1,590.00	
8 Prepare Erosion Control Plan	0	0	2	8	0	4	0	14	\$1,590.00	
9 NPDES Permit Application	0	2	12	12	0	4	2	32	\$3,810.00	
10 Prepare Typical Sections and Misc Details	0	0	8	16	0	8	0	32	\$3,680.00	
11 Prepare CSPP	0	2	16	24	0	0	0	42	\$5,120.00	
12 Prepare Phasing and Work Area Plans	0	1	8	12	0	4	0	25	\$2,980.00	
13 Site Visits During Geotech Work (2 trips)	0	0	0	16	0	0	0	16	\$1,840.00	
14 Attend 50% Review Meeting	0	0	8	8	0	0	0	16	\$1,920.00	
15 Site Visit at 75% Completion	0	0	0	8	0	0	0	8	\$920.00	
16 Prepare Preliminary Construction Cost Est (3 est.)	0	2	8	20	0	16	0	46	\$5,340.00	
17 Prepare 90% Construction Plans (16 Sheets)	4	16	24	40	0	60	0	144	\$17,780.00	
18 Prepare 90% Bidding Documents	4	4	24	16	0	0	8	56	\$7,160.00	
19 Provide 5 Sets of 90% Review Documents	0	0	2	0	0	0	8	10	\$850.00	
20 Prepare FAA Engineer's Design Report	2	2	16	24	0	0	0	44	\$5,620.00	
21 Solicit FAA/Owner Comments	0	2	0	0	0	0	0	2	\$360.00	
TASK 4-Final Design										\$13,560.00
1 Incorporate Prelim Design Comments	1	4	10	16	0	0	1	32	\$4,135.00	
2 Provide final design drawings	1	2	6	8	0	24	2	43	\$4,950.00	
3 Provide final Engineer's Design Report	0	2	4	2	0	0	2	10	\$1,240.00	
4 Develop Final Specifications	1	4	4	0	0	0	4	13	\$1,770.00	
5 Prepare final quantity calculations/Cost Est.	0	0	6	2	0	1	1	10	\$1,160.00	
6 Print 3 full size plan sets/final cross section sheets	0	0	1	0	0	1	1	3	\$305.00	
TASK 5-Bidding Services										\$6,945.00
1 Assist in answering questions from bidders	0	0	8	0	0	0	0	8	\$1,000.00	
2 Prepare addenda as necessary to clarify bid docs	0	0	6	0	0	0	2	8	\$900.00	
3 Organize, attend, conduct pre-bid/prep minutes	0	8	0	8	0	0	2	18	\$2,510.00	
4 Attend bid opening	0	4	0	0	0	0	0	4	\$720.00	
5 Analyze bids and make a recommendation for award	0	0	4	0	0	0	4	8	\$800.00	
6 Assist with grant application(s)	0	2	2	0	0	1	4	9	\$1,015.00	

Labor Subtotal	77	132	497	556	0	237	108	1607	\$202,060.00
EXPENSES:									
Travel:	Cost Per Unit	Air Trips	Ground Trips	Days	R.T. Miles	Markup			
Lodging	\$0.00				0	1.0			\$0.00
Rental Car/Fuel/Milage	\$0.55			12		90	1.0		\$588.60
Airfare	\$0.00			0		0	1.0		\$0.00
Meals	\$30.00				13		1.0		\$390.00
Misc. expenses:									
MISC									\$250.00
PHOTO COPIES									\$100.00
POSTAGE									\$150.00
PRINTING									\$500.00
PLOTTING									\$500.00
FIELD SUPPLIES									\$100.00
Sub-Consultants:									
1. Survey Subconsultant - Bluedot Group					\$17,461.00	1.0			\$17,461.00
2. Environmental Subconsultant (Wetlands, Habitat Review, BA) - ESA					\$36,924.40	1.0			\$36,924.40
3. Cultural Resources Subconsultant - AINW					\$6,976.00	1.0			\$6,976.00
4. Geotechnical Subconsultant - Foundation Engineering					\$10,205.00	1.0			\$10,205.00
Subtotal - Expenses									\$2,578.60
Subtotal - Subconsultants									\$71,566.40
Total -									\$276,205.00

CIP DATA SHEET

AIRPORT	LOCID
PROJECT DESCRIPTION	LOCAL PRIORITY PLANNED YEAR TO CONSTRUCT

SKETCH:



JUSTIFICATION:

COST ESTIMATE:

ADMINISTRATION: \$	1. Construction	\$	4	\$
ENGINEERING: \$	2	\$	5	\$
INSPECTION: \$	3	\$	TOTAL:	\$

Federal (%) \$	State \$	Local (%) \$
SPONSOR VERIFICATION: For each and every project as applicable	Date (see instruction sheet or attached comments for more information) <ul style="list-style-type: none"> -Date of approved ALP with project shown -Date of environmental determination (ROB, FONSI, CatEx) -Date of land acquisition or signed purchase agreement -Date of pavement maintenance program -Date of Benefit Cost Analysis (BCA) as required 	

SPONSOR'S SIGNATURE: DATE: _____

PRINTED NAME: _____ TITLE: _____

PHONE NUMBER: _____ EMAIL: _____

FAA USE ONLY

PREAPP NUMBER	GRANT NUMBER	NPIAS CODE	WORK CODE	FAA PRIORITY	FEDERAL \$



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

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: May 8, 2018
TO: Mayor and City Councilors
FROM: Chuck Darnell, Associate Planner
SUBJECT: **Ordinance No. 5052 - G 2-18:** Zoning Text Amendment to amend Chapter 17.06 and Chapter 17.62 of the McMinnville City Code related to Nonconforming Signs

Council Goal:

Promote Sustainable Growth and Development

Report in Brief:

This action is the second reading and consideration of Ordinance No. 5052, an ordinance amending Chapter 17.06 (Definitions) and Chapter 17.62 (Signs) of the McMinnville Zoning Ordinance.

The proposed zoning text amendments are related to nonconforming signs and the process for which nonconforming signs are required to come into compliance with the current sign standards in the McMinnville Zoning Ordinance. The amendments will result in the removal of the existing amortization process, which required that all nonconforming signs come into compliance by December 31, 2018. In place of the amortization process, the proposed amendments will introduce other triggers for bringing nonconforming signs into compliance with the current sign standards.

The McMinnville Planning Commission voted to recommend the proposed text amendments to the City Council on March 15, 2018. The City Council held a first reading at their April 24, 2018 meeting. At that time, the Council requested additional information to be provided by legal counsel prior to moving forward with adoption of the ordinance and the zoning text amendments.

Background:

In November 2008, the McMinnville City Council adopted a sign ordinance (Ordinance 4900). This ordinance included an amortization process which required that certain types of nonconforming signs (free-standing, roof, and animated signs) come into compliance with the updated sign standards. The original deadline for nonconforming signs to be brought into compliance was eight (8) years from the adoption of the ordinance, which was December 2016, with the thought that the eight year time period allowed business owners to amortize the costs of the sign compliance into their business model.

Ordinance 4900 also required that notice of sign noncompliance be "mailed to affected property owners following the adoption of the ordinance and again no later than one year prior to the end of the

Attachments:

Ordinance No. 5052 including:

Exhibit A: G 2-18 Decision Document

Exhibit B & C: Amendments to Chapter 17.06 and Chapter 17.62

Planning Commission Draft Meeting Minutes – March 15, 2018 Regular Meeting

amortization period”. Due to limited staffing and resources at the time, the Planning Department did not send out notification of the December 2016 deadline to impacted property and business owners in a timely manner. The deadline was extended by the City Council in October 2016 (Ordinance 5013) to December 31, 2017 to provide Planning Department staff with adequate time to inventory the city and notify property owners with signs that would be subject to the amortization process 6 months prior to the deadline to come into compliance.

Planning Department staff inventoried all of the free-standing, roof, and animated signs in the community that were impacted by the sign ordinance, and in June 2017, notices of potential sign noncompliance were provided to 140 property owners throughout the city. Some businesses/property owners brought their signs into compliance, others worked with the city to show how they were compliant, and others applied for a sign exception. However, there are still over 100 signs that are noncompliant.

The city received three letters from legal representatives of businesses/property owners questioning the legality of the city forcing businesses to change out their signs without a land-use process triggering the requirement. At the same time, representatives from McMinnville Industrial Promotions approached the City Council about the financial burden for some businesses/property owners to bring their signs into compliance.

With a legal challenge and a local challenge, the City of McMinnville again amended the sign code in November 2017 (Ordinance 5044) to extend the deadline for compliance to December 31, 2018, in order to research and assess the legal risk to the city with moving forward with the enforcement of the amortization program.

Based on the legal and local challenges received, Planning Department staff and the City Attorney reviewed the existing zoning language related to nonconforming signs to assess the legal risk to the city in moving forward with the enforcement of the amortization program. The City Attorney’s findings were discussed with the City Council, and the Council provided direction to staff to remove the amortization program and to introduce alternative enforcement methods for existing nonconforming signs.

The Planning Commission held a public hearing at their March 15, 2018 regular meeting. Testimony was provided, both in writing and in person during the hearing, and after deliberation, the Planning Commission recommended approval of the zoning text amendments to the City Council. The City Council held a first reading of Ordinance 5052 at the April 24, 2018 meeting. While some Councilors stated that they were prepared to move forward with adoption of the ordinance and zoning text amendments at that meeting, there was still one outstanding question that was requested to be addressed by legal counsel relative to one of the newly proposed triggers that would require a nonconforming sign to be brought into compliance. As an item subject to potential litigation, the City Attorney will provide information and a recommendation on the outstanding question during City Council Executive Session prior to the second reading of Ordinance 5052.

Discussion:

Based on the earlier direction provided by Council, staff prepared zoning text amendments that would remove the existing amortization process and introduce other triggers or enforcement methods that would still address the City’s desire to bring nonconforming signs into compliance with the sign standards adopted by the City in November 2008 (Ordinance 4900).

The other triggers and enforcement methods that are being proposed are related to changes in the use of the property that the nonconforming sign is located upon. The requirement to bring nonconforming

Attachments:

Ordinance No. 5052 including:

Exhibit A: G 2-18 Decision Document

Exhibit B & C: Amendments to Chapter 17.06 and Chapter 17.62

Planning Commission Draft Meeting Minutes – March 15, 2018 Regular Meeting

land uses into compliance with code at the time of certain events or actions related to the use or development of the property in question is a standard practice in land use planning and development. The City Attorney has confirmed that the alternative triggers and enforcement methods being proposed are more clearly established under applicable laws and carry less risk of being challenged.

Specifically, the proposed amendments would require that a nonconforming sign be brought into compliance with the standards in the Signs Chapter (Chapter 17.62) when any of the following actions occur:

1. Any alteration of a nonconforming sign that requires a building permit;
2. Any alteration of a structure or building on the property that requires a building permit and a certificate of occupancy;
3. Additions or expansions of 25 percent or more of the overall square footage of a structure or building on the property;
4. Any change to a property that requires a building permit of which the value of the building permit improvements is 25 percent or more of the real market value of the buildings on the property within a 24 month period, as determined by the Yamhill County Assessor's Office in the most recent tax year;
5. Abandonment of a nonconforming sign.

Staff and the Planning Commission believe that the proposed amendments still provide a process through which nonconforming signs will be updated to come into compliance with the sign standards in Chapter 17.62 (Signs) of the McMinnville Zoning Ordinance. The updating of the nonconforming signs protects the aesthetic appeal of McMinnville, and improves the visual qualities of McMinnville's streetscape through equitable sign standards. However, the removal of the amortization process and incorporation of other situations and triggers to bring nonconforming signs into compliance does provide for a balance with the needs of businesses in McMinnville and responds to the concerns that property/business owners had communicated related to the automatic updates that would have been required by the amortization process.

One of the alternative enforcement methods being proposed is related to the abandonment of nonconforming signs. The current definition of an "abandoned sign" contains language that is somewhat vague. Therefore, the Planning Commission is proposing to amend the definition to provide specific timeframes that can be easily interpreted when necessary during the enforcement of nonconforming signs. The proposed amendments to the definition of "abandoned sign", which is included in Section 17.06.040 of the McMinnville Zoning Ordinance, are provided below:

Abandoned Sign – A sign that advertises a business or event that has been closed for more than thirty (30) days ~~a sign or sign structure where either: a) the sign is no longer used by the property or sign owner; Discontinuance of sign use may be shown by cessation of use of the property where the sign is located; or b) the~~ **a sign that** has been damaged, and repairs and restoration are not started within **sixty days (60)** ~~forty-five (45) days~~ of the date the sign was damaged, or are not **completed within 180 days** ~~diligently pursued, once started.~~

Fiscal Impact:

The removal of the amortization process would likely result in the City avoiding the defense of multiple legal challenges. Defending a single legal challenge would be expected to cost the City \$100,000 - \$400,000 depending upon the complexity of the challenge and how the City chooses to defend the action.

Attachments:

Ordinance No. 5052 including:

Exhibit A: G 2-18 Decision Document

Exhibit B & C: Amendments to Chapter 17.06 and Chapter 17.62

Planning Commission Draft Meeting Minutes – March 15, 2018 Regular Meeting

Alternative Courses of Action:

1. **ADOPT** Ordinance No. 5052, approving G 2-18 and adopting the Decision, Findings of Fact and Conclusionary Findings.
2. **ELECT TO HOLD A PUBLIC HEARING** date specific to a future City Council meeting.
3. **DO NOT ADOPT** Ordinance No. 5052.

Recommendation/Suggested Motion:

Staff recommends that the Council adopt Ordinance No. 5052 which would approve the zoning text amendment as recommended by the Planning Commission.

“THAT BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, AND THE MATERIALS SUBMITTED BY THE APPLICANT, I MOVE TO ADOPT ORDINANCE NO. 5052”

CD:sjs

Attachments:

Ordinance No. 5052 including:

Exhibit A: G 2-18 Decision Document

Exhibit B & C: Amendments to Chapter 17.06 and Chapter 17.62

Planning Commission Draft Meeting Minutes – March 15, 2018 Regular Meeting

ORDINANCE NO. 5052

AN ORDINANCE AMENDING TITLE 17 (ZONING) OF THE MCMINNVILLE CITY CODE, SPECIFIC TO CHAPTER 17.06 AND CHAPTER 17.62, TO UPDATE DEFINITIONS AND THE REGULATION OF NONCONFORMING SIGNS

RECITALS:

The McMinnville City Council adopted Ordinance 4900 on November 5, 2008 creating Chapter 17.62 of the McMinnville zoning ordinance, that, in part, established an amortization process to bring nonconforming signs into compliance by December 5, 2016; and

The McMinnville City Council adopted Ordinance 5013 on November 8, 2016 and Ordinance 5044 on November 28, 2017 that, in part, extended the deadline for bringing nonconforming signs into compliance to allow for a thorough examination of the existing nonconforming signs in the city and to research the existing amortization process for nonconforming signs; and

Planning Department staff and the City Attorney reviewed the amortization process and then drafted amendments and prepared an application (G 2-18) for zoning text amendments to amend Chapter 17.06 and Chapter 17.62 of the McMinnville City Code to remove the amortization process and incorporate other requirements for updating nonconforming signs; and

A public hearing was held before the McMinnville Planning Commission on March 15, 2018, after due notice had been provided in the local newspaper on March 6, 2018. At the March 15, 2018, Planning Commission public meeting, after the application materials and a staff report were presented and testimony was received, the Commission closed the public hearing. After deliberation, the Planning Commission voted to recommend approval of G 2-18 to the McMinnville City Council; and

The City Council, being fully informed about said request, found that the requested amendments conformed to the applicable Comprehensive Plan goals and policies, as well as the McMinnville Zoning Ordinance based on the material submitted by the Planning Department and the findings of fact and conclusionary findings for approval contained in Exhibit A; and

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

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

1. That the Council adopts the Decision, Findings of Fact and Conclusionary Findings, as documented in Exhibit A for G 2-18; and
2. That Chapter 17.06 (Definitions) and Chapter 17.62 (Signs) of the McMinnville Zoning Ordinance are amended as provided in Exhibits B - C. Text that is added is shown in **bold underlined** font while text that is removed is shown in ~~strikeout~~ font.
3. That this Ordinance shall take effect 30 days after its passage by the City Council:
Passed by the Council this 8th day of May 2018, by the following votes:

Ayes: _____

Nays: _____

MAYOR

Attest:

Approved as to form:

CITY RECORDER

CITY ATTORNEY

EXHIBIT A



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

503-434-7311
www.mcminnvilleoregon.gov

**DECISION, FINDINGS OF FACT AND CONCLUSIONARY FINDINGS FOR THE APPROVAL OF
LEGISLATIVE AMENDMENTS TO CHAPTER 17.06 (DEFINITIONS) AND 17.62 (SIGNS) OF THE
MCMINNVILLE ZONING ORDINANCE TO UPDATE THE REQUIREMENTS FOR
NONCONFORMING SIGNS.**

DOCKET: G 2-18

REQUEST: The City of McMinnville is proposing to amend Chapter 17.06 (Definitions) and Chapter 17.62 (Signs) of the McMinnville Zoning Ordinance. The proposed zoning text amendments are related to nonconforming signs and the process for which nonconforming signs are required to come into compliance with the current sign standards in the McMinnville Zoning Ordinance. The amendments will result in the removal of the existing amortization process, which required that all nonconforming signs come into compliance by December 31, 2018. In place of the amortization process, the proposed amendments will introduce other triggers for bringing nonconforming signs into compliance with the current sign standards.

LOCATION: N/A

ZONING: N/A

APPLICANT: City of McMinnville

STAFF: Chuck Darnell, Associate Planner

**DATE DEEMED
COMPLETE:** February 21, 2018

HEARINGS BODY: McMinnville Planning Commission

DATE & TIME: March 15, 2018. Meeting held at the Civic Hall, 200 NE 2nd Street, McMinnville, Oregon.

HEARINGS BODY: McMinnville City Council

DATE & TIME: April 24, 2018 and May 8, 2018. Meeting held at the Civic Hall, 200 NE 2nd Street, McMinnville, Oregon.

COMMENTS: This matter was referred to the following public agencies for comment: Oregon Department of Land Conservation and Development, McMinnville Fire Department, Police Department, Engineering Department, Building Department,

APPLICATION SUMMARY:

The City of McMinnville is proposing to amend Chapter 17.06 (Definitions) and Chapter 17.62 (Signs) of the McMinnville Zoning Ordinance. The proposed zoning text amendments are related to nonconforming signs and the process for which nonconforming signs are required to come into compliance with the current sign standards in the McMinnville Zoning Ordinance. The amendments will result in the removal of the existing amortization process, which required that all nonconforming signs come into compliance by December 31, 2018. In place of the amortization process, the proposed amendments will introduce other triggers for bringing nonconforming signs into compliance with the current sign standards.

ATTACHMENTS:

1. Amendments to Chapter 17.06 (Definitions)
2. Amendments to Chapter 17.62 (Signs)
3. Written Testimony – Outfront Media LLC, March 14, 2018 (on file with the Planning Department)
4. Written Testimony – Pacific Outdoor Advertising, March 15, 2018 (on file with the Planning Department)
5. Written Testimony – Mayfair Plaza, April 2, 2018 (on file with the Planning Department)
6. Written Testimony – Outfront Media LLC, April 24, 2018 (on file with the Planning Department)

COMMENTS:

This matter was referred to the following public agencies for comment: Oregon Department of Land Conservation and Development, McMinnville Fire Department, Police Department, Engineering Department, Building Department, Parks Department, City Manager, and City Attorney; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Public Works; Yamhill County Planning Department; Frontier Communications; Recology Western Oregon; Comcast; Northwest Natural Gas. The following comments have been received:

None Received To Date

Additional Testimony

No notice was provided to property owners for this application. Written testimony was provided to the Planning Department throughout the public hearing and readings of the ordinance by council. That written testimony is attached as described in more detail in the Attachments section above.

FINDINGS OF FACT

1. The City of McMinnville is proposing to amend Chapter 17.06 (Definitions) and Chapter 17.62 (Signs) of the McMinnville Zoning Ordinance. The proposed zoning text amendments are related to nonconforming signs and the process for which nonconforming signs are required to come into compliance with the current sign standards in the McMinnville Zoning Ordinance. The amendments will result in the removal of the existing amortization process, which required that all nonconforming signs come into compliance by December 31, 2018. In place of the amortization process, the proposed amendments will introduce other triggers for bringing nonconforming signs into compliance with the current sign standards.
2. This matter was referred to the following public agencies for comment: Oregon Department of Land Conservation and Development, McMinnville Fire Department, Police Department, Engineering Department, Building Department, Parks Department, City Manager, and City

Attorney; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Public Works; Yamhill County Planning Department; Frontier Communications; Recology Western Oregon; Comcast; Northwest Natural Gas. No comments in opposition have been provided.

3. Public notification of the public hearing held by the Planning Commission was published in the March 6, 2018 edition of the News Register. No comments in opposition were provided by the public prior to the public hearing.

CONCLUSIONARY FINDINGS:

McMinnville's Comprehensive Plan:

The following Goals and policies from Volume II of the McMinnville Comprehensive Plan of 1981 are applicable to this request:

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

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

Finding: Goal X 1 and Policy 188.00 are satisfied in that McMinnville continues to provide opportunities for the public to review and obtain copies of the application materials and completed staff report prior to the McMinnville Planning Commission and/or McMinnville City Council review of the request and recommendation at an advertised public hearing. All members of the public have access to provide testimony and ask questions during the public review and hearing process.

McMinnville's City Code:

The following Sections of the McMinnville Zoning Ordinance (Ord. No. 3380) are applicable to the request:

Chapter 17.03 – General Provisions:

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

Finding: Section 17.03.020 is satisfied by the legislative amendments in that the proposed amendments incorporate requirements for the updating of nonconforming signs at times when improvements or investments are being made to the property in question. The amendments remove the amortization

process that required the automatic updating of nonconforming signs by a certain date in the future. The amortization process applied to all properties with nonconforming signs regardless of whether any changes or investments were being made to the property. The amendments incorporate new situations or triggers that would require nonconforming signs to come into compliance, which still protects the general welfare of the city and provides for workable relationships between land uses and the transportation system. The amendments are also consistent with the purpose of the Signs Chapter (Chapter 17.62), which is described in more detail below.

Chapter 17.62 – Signs:

17.62.010 Purpose. The City Council finds that signs provide an important medium through which individuals and businesses may convey a variety of messages. However, left completely unregulated, signs can become a threat to public safety and a traffic hazard as well as an obstruction to the aesthetic appeal of McMinnville's unique landscape.

The standards contained in this chapter are primarily intended to balance the needs of businesses and individuals to convey their messages through signs, and the right of the public to be protected against the unrestricted proliferation of signs and their effect on public and traffic safety and the aesthetic qualities of the City such as vistas and gateways. In an attempt to achieve that balance, the purpose of this chapter is to:

- A. Improve the visual qualities of McMinnville's streetscape environment through the use of equitably applied sign height, size, and location standards;
- B. Provide minimum, consistent, and enforceable sign standards by regulating sign location, size, height, illumination, construction, and maintenance;
- C. Minimize visual clutter caused by signs by limiting their numbers and duration of use;
- D. Protect citizen safety by prohibiting hazardous signs;
- E. Ensure compliance with state and federal laws regarding advertising by providing rules and standards that are content neutral; and
- F. Provide for near term and longer term improvements to signage through the use of appropriate amortization and incentive policies.

Finding: Section 17.62.010 is satisfied in that the proposed amendments still provide a process through which nonconforming signs will be updated to come into compliance with the sign standards in Chapter 17.62 (Signs) of the McMinnville Zoning Ordinance. The updating of the nonconforming signs protects the aesthetic appeal of McMinnville, and improves the visual qualities of McMinnville's streetscape through equitable sign standards. The removal of the amortization process and incorporation of other situations and triggers to bring nonconforming signs into compliance provides for a balance with the needs of businesses in McMinnville. The proposed amendments would not require an automatic update of nonconforming signs by a certain date in the future, but would rather require that nonconforming signs be updated when improvements or investments are being made to the property in question.

CD:sjs

Chapter 17.06

DEFINITIONS

(as adopted by Ord. 4952, March 13, 2012)

Sections:

- 17.06.010 Generally.
- 17.06.015 General Definitions.
- 17.06.020 Special Definitions.
- 17.06.025 Airport Overlay Zone Regulated Definitions.
- 17.06.030 Flood Area Zone Related Definitions.
- 17.06.035 Landscaping Related Definitions.
- 17.06.036 Marijuana Activity Related Definitions.
- 17.06.040 Sign Related Definitions.
- 17.06.045 Tree Related Definitions.
- 17.06.050 Wireless Communication Facilities Related Definitions.
- 17.06.060 Historic Preservation Related Definitions

[...]

17.06.040 Sign Related Definitions. For the purpose of Signs (Chapter 17.62), the following definitions shall apply.

Abandoned Sign – **A sign that advertises a business or event that has been closed for more than thirty (30) days** ~~a sign or sign structure where either: a) the sign is no longer used by the property or sign owner; Discontinuance of sign use may be shown by cessation of use of the property where the sign is located; or b) the a sign that has been damaged, and repairs and restoration are not started within sixty days (60) forty five (45) days of the date the sign was damaged, or are not completed within 180 days diligently pursued, once started.~~

[...]

Chapter 17.62SIGNS

(as adopted by Ord. 4900, Nov. 5, 2008)

Sections:

17.62.010	Purpose
17.62.020	Scope
17.62.030	Definitions
17.62.040	Exempted Signs
17.62.050	Prohibited Signs
17.62.060	Temporary Signs
17.62.070	Permanent Signs
17.62.080	Sign Permits
17.62.090	Landmark and Abandoned Signs
17.62.100	Construction and Maintenance Standards
17.62.110	Nonconforming Signs
17.62.120	Exceptions
17.62.130	Enforcement

17.62.010 Purpose. The City Council finds that signs provide an important medium through which individuals and businesses may convey a variety of messages. However, left completely unregulated, signs can become a threat to public safety and a traffic hazard as well as an obstruction to the aesthetic appeal of McMinnville's unique landscape.

The standards contained in this chapter are primarily intended to balance the needs of businesses and individuals to convey their messages through signs, and the right of the public to be protected against the unrestricted proliferation of signs and their effect on public and traffic safety and the aesthetic qualities of the City such as vistas and gateways. In an attempt to achieve that balance, the purpose of this chapter is to:

- A. Improve the visual qualities of McMinnville's streetscape environment through the use of equitably applied sign height, size, and location standards;
- B. Provide minimum, consistent, and enforceable sign standards by regulating sign location, size, height, illumination, construction, and maintenance;
- C. Minimize visual clutter caused by signs by limiting their numbers and duration of use;
- D. Protect citizen safety by prohibiting hazardous signs;
- E. Ensure compliance with state and federal laws regarding advertising by providing rules and standards that are content neutral; and
- F. Provide for near term and longer term improvements to signage through the use of appropriate amortization and incentive policies.

[...]

17.62.110 Nonconforming Signs.

- A. The following ~~provision~~ **actions** will require that a nonconforming sign be brought into compliance with this chapter: ~~physical modification of a nonconforming sign or any action on a nonconforming sign that requires a building permit. This does~~

not include replacement of a sign face without modification of the frame or general sign maintenance and repair.

- 1. Any alteration of a nonconforming sign that requires a building permit;**
- 2. Any alteration of a structure or building on the property that requires a building permit and a certificate of occupancy;**
- 3. Additions or expansions of 25 percent or more of the overall square footage of a structure or building on the property;**
- 4. Any change to a property that requires a building permit of which the value of the building permit improvements is 25 percent or more of the real market value of the buildings on the property within a 24 month period, as determined by the Yamhill County Assessor's Office in the most recent tax year;**
- 5. Abandonment of a nonconforming sign.**

- B. All temporary or portable signs not in compliance with the provisions of this code ~~chapter~~ shall be removed or made compliant immediately following adoption of this ordinance.
- C. Amortization. ~~Any freestanding, roof, or animated sign which was lawfully established before January 1, 2009, but which does not conform with the provisions of this ordinance, shall be removed or brought into conformance with this ordinance by no later than December 31, 2018, or at the time of occurrence of any of the actions outlined in provision 'A' above.~~
- D. Notice of Sign Noncompliance. ~~Notice of sign noncompliance will be mailed to affected property owners prior to taking enforcement action pursuant to Section 17.62.130 of this chapter. For those signs impacted by 17.62.110(C) of this chapter, notice of noncompliance will be mailed to affected property owners no later than six months prior to the end of the amortization period, and again prior to taking enforcement action pursuant to Section 17.62.130 of this chapter.~~
- E. Appealing a Notice of Noncompliance. ~~Any owner of property on which a nonconforming sign is located may appeal a Notice of Sign Noncompliance issued pursuant to Section 17.62.110(D) within 60 days of the mailing date of such Notice by:~~
- ~~1. Submitting evidence of sign compliance to the Planning Department. The Planning Director shall determine whether the evidence submitted proves sign compliance, and the Director has the authority to dismiss a Notice of Sign Noncompliance. All decisions made by the Director may be appealed to the Planning Commission; or~~
 - ~~2. Submitting an application for an Exception pursuant to Section 17.62.120 to the Planning Director; or~~
 - ~~3. Submitting an application for an administrative variance pursuant to Section 17.72.020 to the Planning Director; or~~
 - ~~4. Submitting an application for a variance pursuant to Section 17.72.020 to the Planning Department.~~
- F. ~~The failure to appeal a Notice of Noncompliance pursuant to the provisions of this Section, shall preclude the owner from raising any issue addressed by Section 17.62.120(B) or (C) as a defense to the enforcement of this ordinance. (Ord. 5044 §2, 2017; Ord. 5013 §1, 2016)~~

[...]

City of McMinnville

C404 - Privately Owned

Between 02/01/2018 and 02/28/2018

	Class Code	Permits	Bldgs	Houses	Valuation
		66	26	26	\$93,575
	Sub-Totals:	66	26	26	\$93,575
<u>Section I - Residential HouseKeeping Buildings</u>					
One-Family Houses Detached	101	4	4	4	\$882,352
Two-Family Buildings	103	1	1	2	\$360,772
3 or 4 Family Buildings	104	1	1	3	\$415,325
	Sub-Totals:	6	6	9	\$1,658,449
<u>Section IV - Additions & Alterations</u>					
Add or Alter Dwellings	434	4	0	0	\$194,800
Add or Alter All Other Buildings and Structures	437	1	0	0	\$30,762
	Sub-Totals:	5	0	0	\$225,562
	Grand-Totals:	77	32	35	\$1,977,586

C404 - Publicly Owned

Between 02/01/2018 and 02/28/2018

	Class Code	Bldgs	Houses	Valuation
<u>Section IV - Additions & Alterations</u>				
Add or Alter Dwellings	434	0	0	\$21,500.00
	Sub-Totals:	0	0	\$21,500.00
	Grand-Totals:	0	0	\$21,500.00

Activity Summary Totals Report

Category: BLDG

Issued: 02/01/2018 - 02/28/2018

Type	# of Permits	Total Fees	Total Valuation
BLDCOMBO			
APUB	1	\$3,076.43	\$30,762.00
ASFR	4	\$2,399.57	\$151,300.00
NDUP	1	\$18,158.66	\$360,772.20
NSFA	1	\$14,149.77	\$415,324.80
NSFR	4	\$37,592.45	\$882,351.57
BLDMAJOR			
ASFR	1	\$772.21	\$65,000.00
BLDMINOR			
DECK	1	\$79.62	\$2,000.00
OTHR	3	\$427.87	\$19,053.00
FLS			
ALRM	3	\$924.36	\$56,722.00
SPRK	1	\$262.02	\$15,800.00
MECH			
COM	4	\$1,274.33	\$0.00
RES	18	\$715.14	\$0.00
MISC			
	23	\$48,091.55	\$0.00
PLUM			
RES	13	\$985.60	\$0.00
Total:	78	\$128,909.58	\$1,999,085.57

Activity Summary Totals Report

Category: BLDG

Issued: 07/01/2017 - 02/28/2018

Type	# of Permits	Total Fees	Total Valuation
BLDCOMBO			
ACOM	5	\$27,911.75	\$1,117,532.80
AIND	1	\$23,482.18	\$1,819,418.00
APUB	4	\$338,898.22	\$45,351,762.00
ASFR	18	\$13,053.03	\$798,947.17
NAPT	1	\$111,512.01	\$1,251,757.43
NCOM	4	\$89,267.28	\$6,985,718.97
NDUP	1	\$18,158.66	\$360,772.20
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
NSFA	1	\$14,149.77	\$415,324.80
NSFR	50	\$452,751.15	\$11,759,910.81
BLDMAJOR			
ACOM	1	\$305.12	\$15,500.00
ASFR	5	\$1,743.51	\$106,176.10
IND	1	\$490.34	\$30,000.00
NIND	1	\$530.61	\$35,000.00
OTHR	1	\$474.23	\$27,635.00
BLDMINOR			
DECK	3	\$432.14	\$17,500.00
FOUN	3	\$3,687.35	\$448,000.00
OTHR	15	\$2,827.62	\$143,559.43
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	4	\$305.78	\$9,800.00
DEMO			
COM	3	\$3,574.10	\$55,000.00
IND	1	\$1,310.27	\$30,000.00
RES	3	\$1,172.10	\$15,000.00
FLS			
ALRM	20	\$6,457.52	\$485,980.00
SPRK	11	\$4,785.48	\$418,508.00
SUPP	2	\$178.23	\$6,200.00
MECH			
COM	17	\$3,315.34	\$0.00

Type	# of Permits	Total Fees	Total Valuation
INS	1	\$1,437.13	\$0.00
PUB	8	\$3,070.90	\$0.00
RES	171	\$7,451.86	\$0.00
MH			
RES	2	\$7,164.77	\$25,971.84
MISC			
	160	\$248,745.01	\$0.00
PLUM			
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	138	\$9,097.76	\$0.00
SIGN			
MONU	2	\$481.38	\$22,480.00
OTHR	1	\$79.62	\$2,000.00
POLE	9	\$2,085.62	\$100,445.00
Total:	731	\$1,520,477.62	\$76,417,168.19

City of McMinnville - Account Summary Report

For Post Dates **02/01/2018 - 02/28/2018**

For Category: **BLDG**

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

Posted Amount

Account Code:	**ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$2,016.30
			<hr/>
			\$2,016.30
Account Code:	70-4400-05	1000 PERMIT FEES-BUILDING	\$9,894.61
Account Code:	70-4400-05	1300 PLAN REVIEW-BUILDING	\$13,980.19
Account Code:	70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$121.73
			<hr/>
			\$23,996.53
Account Code:	70-4400-10	1100 PERMIT FEES-MECHANICAL	\$3,622.25
Account Code:	70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$265.25
			<hr/>
			\$3,887.50
Account Code:	70-4400-15	1200 PERMIT FEES-PLUMBING	\$3,468.00
Account Code:	70-4400-15	1320 PLAN REVIEW-PLUMBING	\$75.00
			<hr/>
			\$3,543.00
Total Posted Amount:			\$33,443.33

City of McMinnville - Account Summary Report

For Post Dates **07/01/2017 - 02/28/2018**

For Category: **BLDG**

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

		Posted Amount
Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$41,102.05
		<hr/>
		\$41,102.05
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$246,341.59
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$145,101.57
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$60,168.69
		<hr/>
		\$451,611.85
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$62,257.05
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$10,022.93
		<hr/>
		\$72,279.98
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$41,956.50
Account Code: 70-4400-15	1320 PLAN REVIEW-PLUMBING	\$3,135.00
		<hr/>
		\$45,091.50
Account Code: 70-4400-20	1010 PERMIT FEES-MH SETUP	\$430.00
		<hr/>
		\$430.00
	Total Posted Amount:	\$610,515.38

City of McMinnville

Permit Activity Report (List Version)

People Relationship: APPLICANT ,

User Date (DATE_B): 02/01/2018 - 02/28/2018

Activities Included

Permit #	Type	Sub-Type	Applied	APPLICANT	Address	City	Phone
18B0104	PLUM	RES	02/08/2018	ABETTER PLUMBING COMPANY LLC	525 NW 9TH ST	MCMN	(503) 437-1213
17B0889	BLDCOMBO	NSFR	12/18/2017	ALAN RUDEN INC	3673 NE JACOB ST	MCMN	(503) 435-2412
17B0742	BLDCOMBO	NDUP	10/27/2017	ALAN RUDEN INC	3694 NE HEMBREE ST	MCMN	(503) 435-2412
17B0890	BLDCOMBO	NSFR	12/18/2017	ALAN RUDEN INC	3667 NE JACOB ST	MCMN	(503) 435-2412
18M0027	MISC		02/12/2018	BAILEY THOMAS R	1477 SW EMILY DR	MCMN	
17B0916	BLDCOMBO	NSFA	12/20/2017	BASSITT HOMES LLC	2326 NE EVANS ST	MCMN	(503) 830-1875
18B0103	PLUM	RES	02/08/2018	BLACKHAWK PLUMBING LLC	1330 SW 1ST CT	MCMN	(503) 538-7900
18M0038	MISC		02/22/2018	BLODGETT JASON	208 SE BAKER ST	MCMN	
18M0023	MISC		02/05/2018	BORCHERT LEAH	1318 NE GALLOWAY ST	MCMN	
18B0113	MECH	RES	02/14/2018	CASCADE RADON INC	1415 NW ELM ST	MCMN	(503) 421-4813
18B0084	PLUM	RES	02/02/2018	CASCADIA LANDSCAPE	2110 NW ST ANDREWS DR	MCMN	503.472.5897
18B0085	PLUM	RES	02/02/2018	CASCADIA LANDSCAPE	673 SW SUNSET DR	MCMN	503.472.5897
18B0094	BLDMINOR	OTHR	02/05/2018	CHAD CROM	1730 NE HIGHWAY 99W	MCMN	605-878-2677
18B0072	BLDCOMBO	ASFR	01/29/2018	CHRISTENSEN WILLIAM	1135 NE 30TH ST	MCMN	
18B0102	MECH	RES	02/08/2018	CJ HANSEN CO INC	1400 NE GALLOWAY ST	MCMN	(503) 362-3643
18B0053	FLS	SPRK	01/19/2018	CJ HANSEN CO INC			(503) 362-3643
18B0125	PLUM	RES	02/21/2018	COMMERCIAL PIPING CO	1548 SE DAVIS ST	MCMN	(503) 472-4101
18B0109	MECH	COM	02/13/2018	COMMERCIAL PIPING CO	331 NE BAKER ST	MCMN	(503) 472-4101
18B0091	MECH	RES	02/05/2018	COMMUNITY ACTION AGCY OF YAMHILL CO INC	1501 SW BAKER ST	MCMN	(503) 472-0457
18B0093	MECH	RES	02/05/2018	COMMUNITY ACTION AGCY OF YAMHILL CO INC	1519 NW 3RD ST	MCMN	(503) 472-0457
18B0092	MECH	RES	02/05/2018	COMMUNITY ACTION AGCY OF YAMHILL CO INC	625 NW FENTON ST	MCMN	(503) 472-0457
18B0090	MECH	RES	02/05/2018	COMMUNITY ACTION AGCY OF YAMHILL CO INC	4155 NE THREE MILE LN	MCMN	(503) 472-0457
18M0035	MISC		02/20/2018	CONSTRUCTION MONITOR			
18M0022	MISC		02/05/2018	CONSTRUCTION MONITOR			
18M0026	MISC		02/12/2018	CONSTRUCTION MONITOR			
18M0042	MISC		02/26/2018	CONSTRUCTION MONITOR			
18M0034	MISC		02/16/2018	COOPER GREGORY W & VICTORIA L TRUSTE	573 NW MT MAZAMA ST	MCMN	
17B0906	BLDCOMBO	ASFR	12/19/2017	CRAIG QUIMBY CONSTRUCTION INC	1277 SW DARCI DR	MCMN	(503) 843-5328
18B0081	MECH	RES	02/01/2018	DR HVAC INC	1030 NW 20TH ST	MCMN	(503) 474-9891
18B0138	MECH	RES	02/28/2018	DR HVAC INC	2049 NW BIRCH ST	MCMN	(503) 474-9891
18M0040	MISC		02/23/2018	DUTARTE ISABELLE	2610 NW REISLING WAY	MCMN	
18B0135	PLUM	RES	02/26/2018	EVERGREEN PLUMBING & MECHANICAL LLC	1555 SW HILARY ST	MCMN	(503) 409-3567

Permit #	Type	Sub-Type	Applied	APPLICANT	Address	City	Phone
18B0112	PLUM	RES	02/14/2018	EVERGREEN PLUMBING & MECHANICAL LLC	1515 SW OLD SHERIDAN RD	MCMN	(503) 409-3567
18M0033	MISC		02/16/2018	FARAG, RAOUF	1024 SW HILL RD	MCMN	
18B0097	MECH	RES	02/07/2018	FOUR SEASONS HEATING & AIR CONDITIONING INC	4155 NE THREE MILE LN	MCMN	(503) 538-1950
18B0107	MECH	RES	02/12/2018	FOUR SEASONS HEATING & AIR CONDITIONING INC	1230 NW TORRES PINE CT	MCMN	(503) 538-1950
18B0118	MECH	RES	02/16/2018	FOUR SEASONS HEATING & AIR CONDITIONING INC	1443 NW 3RD ST	MCMN	(503) 538-1950
18B0134	MECH	RES	02/26/2018	FOUR SEASONS HEATING & AIR CONDITIONING INC	620 SW FLEISHAUER LN	MCMN	(503) 538-1950
18B0096	MECH	COM	02/06/2018	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	2245 NE MCDANIEL LN	MCMN	(503) 472-6597
18B0137	MECH	COM	02/28/2018	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	1049 NE HIGHWAY 99W	MCMN	(503) 472-6597
18B0095	MECH	RES	02/06/2018	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	2608 NW PINEHURST DR	MCMN	(503) 472-6597
18B0098	MECH	RES	02/07/2018	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	302 SE DAYTON AVE	MCMN	(503) 472-6597
18B0099	MECH	RES	02/07/2018	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	1078 NW BAKER CREST CT	MCMN	(503) 472-6597
18B0119	MECH	COM	02/16/2018	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	3400 SE THREE MILE LN	MCMN	(503) 472-6597
18B0129	MECH	RES	02/22/2018	GENERAL FURNACE & AIR CONDITIONING LLC	690 NW JEFFERSON WAY	MCMN	(503) 557-2220
18M0039	MISC		02/23/2018	GORMLEY EDWARD J	1020 NW BAKER CREST CT	MCMN	
18M0044	MISC		02/28/2018	GOWELL WALTER R & SHELLEY B	1325 NE 16TH ST	MCMN	
18B0031	BLDCOMBO	ASFR	01/11/2018	HARRIS JOHN	1129 SW BROCKWOOD AVE	MCMN	
18M0021	MISC		02/02/2018	HUCHENDORF MELISSA J	3078 NE BUEL DR	MCMN	
18M0041	MISC		02/23/2018	INTEGRITY BUILDERS INC	621 NE DAVIS ST	MCMN	(503) 472-8013
18B0106	BLDMINOR	OTHR	02/09/2018	KIM & DANA LIBONATI	833 NE 11TH ST	MCMN	503-857-8099
18M0036	MISC		02/20/2018	KUMP KEVIN	1101 NW ELM ST	MCMN	
18B0083	PLUM	RES	02/02/2018	LAMBERT, BRADY	1654 SW BONNIE JEAN PL	MCMN	(971) 237-5281
18B0101	PLUM	RES	02/07/2018	MRB ENTERPRISES INC	176 SW MT ADAMS ST	MCMN	(503) 362-0812
18B0100	PLUM	RES	02/07/2018	MRB ENTERPRISES INC	238 SW MT ADAMS ST	MCMN	(503) 362-0812
18M0028	MISC		02/12/2018	MURRAY JAYSON E TRUSTEE	1330 NE FORD ST	MCMN	
18B0024	FLS	ALRM	01/09/2018	NICE ELECTRIC CO	621 NE DAVIS ST	MCMN	(503) 434-5802
18M0030	MISC		02/14/2018	OLIVER DONALD M TRUSTEE	1206 NE 5TH ST	MCMN	
18B0002	BLDMINOR	DECK	01/02/2018	PEREZ, NOE	2400 SE STRATUS AVE	MCMN	
18M0043	MISC		02/27/2018	POOLE GAIRONN	835 NE HEMBREE ST	MCMN	
17B0883	BLDCOMBO	NSFR	12/18/2017	PREMIER HOME BUILDERS INC	396 SW MT ST HELENS ST	MCMN	(503) 472-7514
17B0852	BLDCOMBO	NSFR	12/08/2017	PREMIER HOME BUILDERS INC	415 SW MT ST HELENS ST	MCMN	(503) 472-7514
18B0088	PLUM	RES	02/05/2018	PRO FLEET INC	448 SW ELMWOOD AVE	MCMN	(503) 771-9274
18B0028	BLDMAJOR	ASFR	01/11/2018	ROBERT HAYDEN	2302 NE EVANS ST	MCMN	503-680-1087
18B0054	FLS	ALRM	01/19/2018	SALEM FIRE ALARM INC	232 NE NORTON LN	MCMN	(503) 364-4566
18M0037	MISC		02/21/2018	SANCHEZ, GUADALUPE	140 NE DUNN PL	MCMN	
18M0031	MISC		02/14/2018	SAPUNAR KIMBERLEY M	1778 SW GOUCHER CT	MCMN	
18M0032	MISC		02/16/2018	SEDERQUIST DONNA J &	2125 NW ST ANDREWS DR	MCMN	
18B0127	PLUM	RES	02/21/2018	SILVER MOUNTAIN PLUMBING INC	2023 NE GIBBS CIRCLE	MCMN	(503) 644-2123
18B0123	PLUM	RES	02/21/2018	SIMONS CONSTRUCTION AND DRAINS LLC	1845 NE LAFAYETTE AVE	MCMN	(503) 932-8656
17B0876	FLS	ALRM	12/14/2017	SIMPLEXGRINNELL LP	2700 SE STRATUS AVE	MCMN	(503) 683-9000
18B0124	MECH	RES	02/21/2018	SKY HEATING & AIR CONDITIONING INC	1538 NW MICHELBOOK LN	MCMN	(503) 235-9083
18B0079	BLDCOMBO	ASFR	01/30/2018	SKYFALL INVESTMENTS LLC	915 SW FLEISHAUER LN	MCMN	818-521-0252

Permit #	Type	Sub-Type	Applied	APPLICANT	Address	City	Phone
18B0120	BLDMINOR	OTHR	02/16/2018	SQUARE DEAL CONSTRUCTION COMPANY LLC	1182 NW OAKMONT CT	MCMN	(971) 832-0191
18M0020	MISC		02/01/2018	STATE OF OREGON - MINOR LABEL PROGRAM			
17B0904	BLDCOMBO	APUB	12/19/2017	SULLY, JOHN	340 NE KIRBY ST	MCMN	(971) 241-5321
18M0029	MISC		02/13/2018	WINE COUNTRY PROPERTIES LLC	535 SE COWLS ST	MCMN	
18B0128	MECH	RES	02/22/2018	ZIEMBA JONATHAN P &	783 NW THOMAS CT	MCMN	281-620-7797

Summary

Number of Permits:	78
Total Valuation:	\$1,999,085.57
Total SQ. Ft:	16253.00
Total Fees:	\$128,909.58
Total Due:	\$0.00

City of McMinnville

C404 - Privately Owned

Between 03/01/2018 and 03/31/2018

	Class Code	Permits	Bldgs	Houses	Valuation
		69	28	28	\$110,318
	Sub-Totals:	69	28	28	\$110,318
<u>Section I - Residential HouseKeeping Buildings</u>					
One-Family Houses Detached	101	7	7	7	\$1,903,908
3 or 4 Family Buildings	104	1	1	4	\$438,774
	Sub-Totals:	8	8	11	\$2,342,682
<u>Section II - New Residential Non-Housekeeping Buildings</u>					
Other Non-HouseKeeping Shelter	214	1	1	0	\$393,466
	Sub-Totals:	1	1	0	\$393,466
<u>Section IV - Additions & Alterations</u>					
Add or Alter Dwellings	434	2	0	0	\$57,000
Add or Alter All Other Buildings and Structures	437	2	0	0	\$640,576
	Sub-Totals:	4	0	0	\$697,576
<u>Section V - Demolitions</u>					
Demolish All Other Than Dwellings	649	1	1	1	\$100,000
	Sub-Totals:	1	1	1	\$100,000
	Grand-Totals:	83	38	40	\$3,644,042

C404 - Publicly Owned

Between 03/01/2018 and 03/31/2018

	Class Code	Bldgs	Houses	Valuation
<u>Section III - New Non-Residential Buildings</u>				
Public Works & Utilities Buildings	325	1	0	\$2,511,103.00
	Sub-Totals:	1	0	\$2,511,103.00
	Grand-Totals:	1	0	\$2,511,103.00

Activity Summary Totals Report

Category: BLDG

Issued: 03/01/2018 - 03/31/2018

Type	# of Permits	Total Fees	Total Valuation
BLDCOMBO			
ACOM	1	\$595.04	\$42,626.00
APUB	1	\$9,627.28	\$597,950.00
NAPT	1	\$15,628.72	\$438,774.00
NCOM	1	\$4,279.93	\$393,465.60
NPUB	1	\$52,485.47	\$2,511,103.00
NSFR	7	\$69,446.67	\$1,903,907.99
BLDMAJOR			
ASFR	2	\$842.48	\$57,000.00
BLDMINOR			
OTHR	6	\$621.87	\$34,500.00
ROOF	2	\$589.97	\$53,318.00
DEMO			
COM	1	\$666.99	\$100,000.00
FLS			
SPRK	1	\$303.51	\$19,000.00
SUPP	1	\$96.03	\$3,500.00
MECH			
COM	4	\$345.84	\$0.00
RES	16	\$597.43	\$0.00
MISC			
	11	\$699.25	\$0.00
PLUM			
COM	2	\$133.28	\$0.00
PUB	2	\$0.00	\$0.00
RES	24	\$1,668.80	\$0.00
Total:	84	\$158,628.56	\$6,155,144.59

Activity Summary Totals Report

Category: BLDG

Issued: 07/01/2017 - 03/31/2018

Type	# of Permits	Total Fees	Total Valuation
BLDCOMBO			
ACOM	6	\$28,506.79	\$1,160,158.80
AIND	1	\$23,482.18	\$1,819,418.00
APUB	5	\$348,525.50	\$45,949,712.00
ASFR	18	\$13,053.03	\$798,947.17
NAPT	2	\$127,140.73	\$1,690,531.43
NCOM	5	\$93,547.21	\$7,379,184.57
NDUP	1	\$18,158.66	\$360,772.20
NGAR	2	\$719.46	\$34,989.84
NIND	4	\$93,224.29	\$2,904,680.00
NOTH	1	\$730.15	\$27,054.00
NPUB	2	\$61,745.66	\$2,711,103.00
NSFA	1	\$14,149.77	\$415,324.80
NSFR	57	\$522,197.82	\$13,663,818.80
BLDMAJOR			
ACOM	1	\$305.12	\$15,500.00
ASFR	7	\$2,585.99	\$163,176.10
IND	1	\$490.34	\$30,000.00
NIND	1	\$530.61	\$35,000.00
OTHR	1	\$474.23	\$27,635.00
BLDMINOR			
DECK	3	\$432.14	\$17,500.00
FOUN	3	\$3,687.35	\$448,000.00
OTHR	21	\$3,449.49	\$178,059.43
PATI	4	\$1,011.06	\$50,415.80
PUB	1	\$289.00	\$15,000.00
ROOF	32	\$11,326.38	\$1,377,947.00
WALL	4	\$305.78	\$9,800.00
DEMO			
COM	4	\$4,241.09	\$155,000.00
IND	1	\$1,310.27	\$30,000.00
RES	3	\$1,172.10	\$15,000.00
FLS			
ALRM	20	\$6,457.52	\$485,980.00
SPRK	12	\$5,088.99	\$437,508.00
SUPP	3	\$274.26	\$9,700.00
MECH			
COM	21	\$3,661.18	\$0.00

Type	# of Permits	Total Fees	Total Valuation
INS	1	\$1,437.13	\$0.00
PUB	8	\$3,070.90	\$0.00
RES	187	\$8,049.29	\$0.00
MH			
RES	2	\$7,164.77	\$25,971.84
MISC			
	171	\$249,444.26	\$0.00
PLUM			
COM	12	\$2,407.60	\$4,500.00
IND	3	\$814.50	\$0.00
INS	1	\$44.80	\$0.00
PUB	8	\$985.60	\$0.00
RES	162	\$10,766.56	\$0.00
SIGN			
MONU	2	\$481.38	\$22,480.00
OTHR	1	\$79.62	\$2,000.00
POLE	9	\$2,085.62	\$100,445.00
Total:	815	\$1,679,106.18	\$82,572,312.78

City of McMinnville - Account Summary Report

For Post Dates **03/01/2018 - 03/31/2018**

For Category: **BLDG**

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

		Posted Amount
Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$4,429.33
		<hr/>
		\$4,429.33
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$27,552.85
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$37,809.94
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$6,476.59
		<hr/>
		\$71,839.38
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$4,659.89
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$631.44
		<hr/>
		\$5,291.33
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$5,115.00
		<hr/>
		\$5,115.00
Account Code: 70-4400-20	1010 PERMIT FEES-MH SETUP	\$215.00
		<hr/>
		\$215.00
	Total Posted Amount:	\$86,890.04

City of McMinnville - Account Summary Report

For Post Dates **07/01/2017 - 03/31/2018**

For Category: **BLDG**

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

Posted Amount

Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$45,531.38
		<hr/>
		\$45,531.38
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$273,894.44
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$182,911.51
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$66,645.28
		<hr/>
		\$523,451.23
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$66,916.94
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$10,654.37
		<hr/>
		\$77,571.31
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$47,071.50
Account Code: 70-4400-15	1320 PLAN REVIEW-PLUMBING	\$3,135.00
		<hr/>
		\$50,206.50
Account Code: 70-4400-20	1010 PERMIT FEES-MH SETUP	\$645.00
		<hr/>
		\$645.00

Total Posted Amount: **\$697,405.42**

City of McMinnville

Permit Activity Report (List Version)

People Relationship: APPLICANT ,

User Date (DATE_B): 03/01/2018 - 03/31/2018

Activities Included

Permit #	Type	Sub-Type	Applied	APPLICANT	Address	City	Phone
18B0189	MECH	RES	03/22/2018	A BETTER COMFORT HEATING & COOLING LLC	3043 NE MCDONALD LN	MCMN	(503) 828-8417
18B0146	MECH	RES	03/02/2018	ADVANTAGE HEATING & AIR CONDITIONING LLC	2216 NW DORAL ST	MCMN	(503) 393-5315
17B0899	BLDCOMBO	NSFR	12/18/2017	ALAN RUDEN INC	3682 NE HEMBREE ST	MCMN	(503) 435-2412
17B0900	BLDCOMBO	NSFR	12/18/2017	ALAN RUDEN INC	3678 NE HEMBREE ST	MCMN	(503) 435-2412
18B0166	BLDMINOR	OTHR	03/12/2018	ARCIGA GASPAR C	1921 NE 19TH ST	MCMN	503-560-5633
18M0052	MISC		03/19/2018	BARKS JAMES W & BARBARA A	1888 NW THOMSEN LN	MCMN	
18B0006	BLDCOMBO	NSFR	01/03/2018	BLACK DIAMOND HOMES INC	320 NW VALLEY'S EDGE ST	MCMN	(503) 579-1336
18B0162	PLUM	RES	03/09/2018	BLACKHAWK PLUMBING LLC	1602 NE RIVERSIDE DR	MCMN	(503) 538-7900
18B0078	BLDCOMBO	NSFR	01/30/2018	BLAKE ZUMWALT DESIGNS LLC	121 NW CANYON CREEK DR	MCMN	(971) 237-3007
18B0187	MECH	RES	03/22/2018	BLUE STAR GAS ASSOCIATES CO	1654 SW BONNIE JEAN PL	MCMN	(707) 573-3130
18B0110	BLDCOMBO	ACOM	02/13/2018	BROCKAMP & JAEGER INC	207 NE 19TH ST	MCMN	(503) 655-9151
18B0175	PLUM	RES	03/16/2018	C AND D LANDSCAPE CO	325 SE DAVIS ST	MCMN	(503) 864-3551
18B0161	PLUM	RES	03/09/2018	C C MEISEL CO INC	2365 SW HANNAH CIRCLE	MCMN	(503) 472-4919
18B0185	BLDMINOR	OTHR	03/21/2018	CELLAR RIDGE CUSTOM HOMES LLC	435 NE JOHNSON ST	MCMN	(503) 560-2263
18B0228	PLUM	PUB	03/29/2018	CITY OF MCMINNVILLE	723 SE CLEVELAND AVE	MCMN	
18B0227	PLUM	PUB	03/29/2018	CITY OF MCMINNVILLE	926 SE VILLARD ST	MCMN	
18B0222	PLUM	RES	03/27/2018	COMMERCIAL PIPING CO	4155 NE THREE MILE LN	MCMN	(503) 472-4101
18B0218	PLUM	RES	03/27/2018	COMMERCIAL PIPING CO	4155 NE THREE MILE LN	MCMN	(503) 472-4101
18B0217	PLUM	RES	03/27/2018	COMMERCIAL PIPING CO	4155 NE THREE MILE LN	MCMN	(503) 472-4101
18B0219	PLUM	RES	03/27/2018	COMMERCIAL PIPING CO	4155 NE THREE MILE LN	MCMN	(503) 472-4101
18B0221	PLUM	RES	03/27/2018	COMMERCIAL PIPING CO	4155 NE THREE MILE LN	MCMN	(503) 472-4101
18B0220	PLUM	RES	03/27/2018	COMMERCIAL PIPING CO	4155 NE THREE MILE LN	MCMN	(503) 472-4101
18B0152	MECH	RES	03/06/2018	COMMUNITY ACTION AGCY OF YAMHILL CO INC	4155 NE THREE MILE LN	MCMN	(503) 472-0457
18M0046	MISC		03/05/2018	CONSTRUCTION MONITOR			
18M0049	MISC		03/14/2018	CONSTRUCTION MONITOR			
18M0051	MISC		03/19/2018	CONSTRUCTION MONITOR			
18M0053	MISC		03/26/2018	CONSTRUCTION MONITOR			
18B0051	FLS	SPRK	01/18/2018	CROWN FIRE SYSTEMS INC	2760 NE RIVERGATE ST	MCMN	(503) 777-5030
18B0176	MECH	RES	03/16/2018	DOUG WOODWARD HEATING INC	625 NW FENTON ST	MCMN	(503) 448-4328
18B0177	MECH	RES	03/16/2018	DOUG WOODWARD HEATING INC	1519 NW 3RD ST	MCMN	(503) 448-4328
18B0206	MECH	RES	03/23/2018	DR HVAC INC	813 NW SUNNYWOOD CT	MCMN	(503) 474-9891
18B0182	MECH	RES	03/20/2018	DR HVAC INC	1205 NE FORD ST	MCMN	(503) 474-9891

Permit #	Type	Sub-Type	Applied	APPLICANT	Address	City	Phone
18M0048	MISC		03/07/2018	ERIC WRIGHT	610 SE 1ST ST	MCMN	53-437-0865
18B0174	PLUM	RES	03/16/2018	EVERGREEN PLUMBING & MECHANICAL LLC	833 NE 11TH ST	MCMN	(503) 409-3567
18B0212	MECH	RES	03/27/2018	FIRESIDE CONTRACTING SERVICES LLC	1654 SW BONNIE JEAN PL	MCMN	(503) 684-8535
18B0192	MECH	RES	03/23/2018	FOUR SEASONS HEATING & AIR CONDITIONING INC	1762 NW 4TH CT	MCMN	(503) 538-1950
18B0184	MECH	RES	03/21/2018	FOUR SEASONS HEATING & AIR CONDITIONING INC	640 NE 11TH ST	MCMN	(503) 538-1950
18B0171	MECH	RES	03/15/2018	FOUR SEASONS HEATING & AIR CONDITIONING INC	1133 SE MILLRIGHT AVE	MCMN	(503) 538-1950
18B0145	MECH	RES	03/02/2018	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	835 SW BROCKWOOD AVE	MCMN	(503) 472-6597
18B0165	MECH	RES	03/12/2018	FRANK WEBSTER HEATING AND AIR CONDITIONING LLC	865 SW DANIELS CT	MCMN	(503) 472-6597
18B0156	MECH	RES	03/06/2018	GENERAL FURNACE & AIR CONDITIONING LLC	679 NW JASON CT	MCMN	(503) 557-2220
18B0163	BLDMINOR	OTHR	03/09/2018	GODSEY SUSAN	2400 NW HORIZON DR	MCMN	503-801-3070
18B0179	PLUM	RES	03/19/2018	GREENWAY SCAPES LLC	598 NW HILLCREST ST	MCMN	(503) 391-8029
18M0054	MISC		03/26/2018	HAINSWORTH W TERRY & LISA L	804 SE VILLARD ST	MCMN	
18B0170	BLDMINOR	OTHR	03/14/2018	HAR BRO WEST INC	230 SE EVANS ST	MCMN	(562) 528-8000
18B0089	BLDCOMBO	NPUB	02/05/2018	HAWORTH INC	2060 NE LAFAYETTE AVE	MCMN	(503) 472-2452
18B0213	MECH	RES	03/27/2018	HOME ENERGY SCIENCES INC	1625 NW 2ND ST	MCMN	(503) 253-4084
18B0194	MECH	COM	03/23/2018	HVAC INC	310 NE EVANS ST	MCMN	(503) 462-4822
18B0196	MECH	COM	03/23/2018	HVAC INC	310 NE EVANS ST	MCMN	(503) 462-4822
18B0195	MECH	COM	03/23/2018	HVAC INC	310 NE EVANS ST	MCMN	(503) 462-4822
18B0032	BLDCOMBO	APUB	01/11/2018	INTEGRITY BUILDERS INC	621 NE DAVIS ST	MCMN	(503) 472-8013
18B0122	BLDCOMBO	NSFR	02/20/2018	JMCM CONST INC	2413 NW PINEHURST DR	MCMN	(971) 237-0477
18B0155	MECH	COM	03/06/2018	JUDSONS INC	345 SW HILL RD	MCMN	(503) 363-4141
18B0151	PLUM	RES	03/06/2018	LAMBERT, BRADY	835 NW 18TH PL	MCMN	(971) 237-5281
18B0148	BLDMAJOR	ASFR	03/05/2018	LIBONATI DANA	833 NE 11TH ST	MCMN	503-857-8099
18B0131	BLDMAJOR	ASFR	02/23/2018	LIG INVESTMENTS LLC	919 NE 4TH ST	MCMN	(503) 769-4333
18B0159	PLUM	COM	03/07/2018	LOVETT EXCAVATING INC	230 SE EVANS ST	MCMN	(503) 504-2847
18M0055	MISC		03/29/2018	MITCHELL JULIE	3712 NE SPRING MEADOW CT	MCMN	
18B0233	PLUM	RES	03/30/2018	MRB ENTERPRISES INC	214 SW MT ADAMS ST	MCMN	(503) 362-0812
18B0150	PLUM	RES	03/05/2018	MRB ENTERPRISES INC	2515 SW MT WASHINGTON ST	MCMN	(503) 362-0812
18B0149	PLUM	RES	03/05/2018	MRB ENTERPRISES INC	2520 SW MT WASHINGTON ST	MCMN	(503) 362-0812
18B0208	PLUM	RES	03/23/2018	NORTHLAND CONSTRUCTION & DESIGN INC	2166 NW CHRYSTAL DR	MCMN	(503) 380-6251
18M0047	MISC		03/07/2018	POTCAKE AVIATION LLC	4000 SE CIRRRUS AVE	MCMN	
17B0907	BLDCOMBO	NSFR	12/20/2017	PREMIER HOME BUILDERS INC	367 SW MT ST HELENS ST	MCMN	(503) 472-7514
17B0885	BLDCOMBO	NSFR	12/18/2017	PREMIER HOME BUILDERS INC	378 SW MT ST HELENS ST	MCMN	(503) 472-7514
18B0153	DEMO	COM	03/06/2018	R & H CONSTRUCTION CO	608 NE 3RD ST	MCMN	(503) 228-7177
18B0188	BLDMINOR	OTHR	03/22/2018	RAPID RESPONSE RESTORATION & CONSTRUCTION LLC	707 NE 3RD ST	MCMN	(971) 325-4609
18B0144	PLUM	RES	03/02/2018	ROBERTS, DONALD	843 NE 27TH ST	MCMN	(503) 852-7526
18B0234	PLUM	RES	03/30/2018	ROBERTS, DONALD	212 SE FORD ST	MCMN	(503) 852-7526
18M0050	MISC		03/15/2018	ROMASCO MICHAEL A	637 SW DRUMWOOD AVE	MCMN	
18B0230	BLDMINOR	OTHR	03/30/2018	SMITH ARNOLD INC	375 NE FORD ST	MCMN	(503) 459-3232
18B0116	PLUM	RES	02/15/2018	SOLITUDE LANDSCAPING LLC	536 NW WILLAMETTE CT	MCMN	503) 868-7475
18B0173	PLUM	COM	03/15/2018	STASHIN MATTHEW & MELISSA 50% &	711 SE FORD ST	MCMN	

Permit #	Type	Sub-Type	Applied	APPLICANT	Address	City	Phone
18B0164	PLUM	RES	03/12/2018	SUNRISE LANDSCAPE SERVICES INC	1507 SW SANDALWOOD ST	MCMN	
18B0001	FLS	SUPP	01/02/2018	UNIVERSAL FIRE EQUIPMENT INC	375 NE FORD ST	MCMN	(503) 691-9000
18M0045	MISC		03/02/2018	WALKER CHARLES E	1200 SW CYPRESS LN	MCMN	
18B0080	BLDCOMBO	NCOM	02/01/2018	WASHINGTON ROOFING COMPANY	1234 NE 14TH ST	MCMN	(503) 472-7663
18B0216	BLDMINOR	ROOF	03/27/2018	WASHINGTON ROOFING COMPANY	1347 NE BAKER ST	MCMN	(503) 472-7663
18B0215	BLDMINOR	ROOF	03/27/2018	WASHINGTON ROOFING COMPANY	1103 NE BAKER ST	MCMN	(503) 472-7663
18B0140	PLUM	RES	03/01/2018	WEST VALLEY LANDSCAPES INC	3778 NE JOEL ST	MCMN	(503) 991-7078
18B0141	PLUM	RES	03/01/2018	WEST VALLEY LANDSCAPES INC	3775 NE JOEL ST	MCMN	(503) 991-7078
18B0142	PLUM	RES	03/01/2018	WEST VALLEY LANDSCAPES INC	3664 NE JOEL ST	MCMN	(503) 991-7078
18B0143	PLUM	RES	03/01/2018	WEST VALLEY LANDSCAPES INC	3688 NE JOEL ST	MCMN	(503) 991-7078
18B0060	BLDCOMBO	NAPT	01/22/2018	WHITELEY JEFF P	806 NE DAVIS ST	MCMN	

Summary

Number of Permits:	84
Total Valuation:	\$6,155,144.59
Total SQ. Ft:	54583.00
Total Fees:	\$158,628.56
Total Due:	\$0.00