



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

City Council Meeting Agenda
Tuesday, January 8, 2019
6:00 p.m. – Executive 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."

6:00 PM – EXECUTIVE SESSION – CONFERENCE ROOM

1. Call to Order
2. Executive Session under ORS 192.660 (2)(h) to consult with Legal Counsel concerning legal rights and duties with regard to current litigation or litigation likely to be filed and Executive Session under ORS 192.660(2)(D) to conduct deliberations with persons designated to carry out Labor Negotiations.
3. Adjournment

7:00 PM – REGULAR COUNCIL MEETING – COUNCIL CHAMBERS

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PROCLAMATION & RECOGNITION OF COUNCILOR ALAN RUDEN (15 minute Reception Break)
4. OATH OF OFFICE – Councilor Remy Drabkin, Councilor Zack Geary, and Councilor Sal Peralta
5. ELECTION OF COUNCIL PRESIDENT
6. 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.*
7. CONSENT AGENDA
 - a. Consider request from Andrew Minor Wines, LLC for a Winery 1st Location OLCC Liquor License located at 475 NE 17th Street.
8. RESOLUTIONS
 - a. Consider **Resolution No. 2019-01**: A Resolution authorizing the approval of a cooperative fund exchange agreement between the City of McMinnville and Oregon Department of Transportation (ODOT) known as 2018 Fund Exchange Agreement, No. 33147.
 - b. Consider **Resolution No. 2019-02**: A Resolution authorizing the release of an existing storm drainage easement, located in the City of McMinnville, Yamhill County, Oregon.

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 or melissa.grace@mcminnvilleoregon.gov.

- c. **Consider Resolution No. 2019-03:** A Resolution awarding a Contract Amendment 2 for Professional Services for the Water Reclamation Facility Tertiary Treatment and Disinfection Project, Project No. 2017-2.
- d. **Consider Resolution No. 2019-04:** A Resolution appointing Jerry Hart and Cherry Haas as representatives of the City of McMinnville Budget Committee.
- e. **Consider Resolution No. 2019-05:** A Resolution awarding a bid for the NW Neighborhood Park, Project No. 2015-11.
- f. **Consider Resolution No. 2019-06:** A Resolution adopting the Mac-Town 2032 Strategic Plan.

9. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports
- c. Cash & Investment Report

10. ADJOURNMENT



**City of McMinnville
Administration**
230 NE Second Street
McMinnville, OR 97128
(503) 435-5702

www.mcminnvilleoregon.gov

MEMORANDUM

DATE: January 8th, 2019
TO: City Council
FROM: Melissa Bisset, City Recorder/ Legal Assistant
SUBJECT: Oath of Office

Report in Brief:

A General Election was held on November 6th, 2018. The following candidates were elected to their respective offices: Councilor Ward 1, Sal Peralta; Councilor Ward 2, Zack Geary, and Councilor Ward 3 Remy Drabkin.

City Attorney David Koch will administer the oath of office to the newly elected Councilors.

Attachments:

Oath of Office



January 8, 2019

STATE OF OREGON)
County of Yamhill) ss.
City of McMinnville)

OATH OF OFFICE

I, **SALVADOR PERALTA**, do solemnly swear (or affirm) that I will support the Constitution of the United States and of the State of Oregon, and that I will, to the best of my ability, perform the duties of the office of **Councilor**, of the City of McMinnville during my continuance therein, so help me God.

Salvador Peralta

Subscribed and sworn to before me this 8th day of January, 2019.

David Koch, City Attorney



January 8, 2019

STATE OF OREGON)
County of Yamhill) ss.
City of McMinnville)

OATH OF OFFICE

I, **ZACK GEARY**, do solemnly swear (or affirm) that I will support the Constitution of the United States and of the State of Oregon, and that I will, to the best of my ability, perform the duties of the office of **Councilor**, of the City of McMinnville during my continuance therein, so help me God.

Zack Geary

Subscribed and sworn to before me this 8th day of January, 2019.

David Koch, City Attorney



January 8, 2019

STATE OF OREGON)
County of Yamhill) ss.
City of McMinnville)

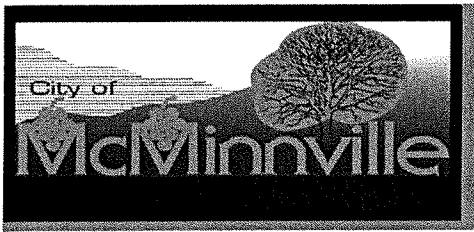
OATH OF OFFICE

I, **REMY DRABKIN**, do solemnly swear (or affirm) that I will support the Constitution of the United States and of the State of Oregon, and that I will, to the best of my ability, perform the duties of the office of **Councilor**, of the City of McMinnville during my continuance therein, so help me God.

Remy Drabkin

Subscribed and sworn to before me this 8th day of January, 2019.

David Koch, City Attorney



City Recorder Use	
Final Action: _____	
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Andrew Minor Wines LLC

BUSINESS LOCATION ADDRESS: 475 NE 17th Street

LIQUOR LICENSE TYPE: Winery 1st Location

Is the business at this location currently licensed by OLCC

☒ Yes ☐ No

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

Hours of operation: N/A

Entertainment: N/A

Hours of Music: N/A

Seating Count: N/A

EXEMPTIONS:

(list any exemptions)

Tritech Records Management System Check: ☒ Yes ☐ No

Criminal Records Check: ☒ Yes ☐ No

Recommended Action: ☒ Approve ☐ Disapprove

Chief of Police / Designee

City Manager / Designee



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

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: December 24, 2018
TO: Jeff Towery, City Manager
FROM: Mike Bisset, Community Development Director
SUBJECT: ODOT Fund Exchange Agreement No. 33147

Council Goal:

Plan and Construct Capital Projects

Report in Brief:

This action is the consideration of a resolution authorizing the approval of a cooperative fund exchange agreement between the City of McMinnville and Oregon Department of Transportation (ODOT) known as 2018 Fund Exchange Agreement, No. 33147.

Background:

In 2013, the City entered into an Oregon Transportation Infrastructure Bank (OTIB) loan agreement (attached) with the State of Oregon to cover the City's \$3,209,600.00 portion of the Newberg-Dundee Bypass project. Section 2.10 of the loan agreement allows of the use of the City's federal transportation fund allotment to cover the loan principal and interest payments.

Discussion:

The attached 2018 Fund Exchange Agreement No. 331477 provides for the exchange of \$201,248 of the City's federal allocation to cover the City's 2019 OTIB loan principal and interest payment, which will be due in January 2019. Per the agreement, the City will receive \$100 in state funds for every \$100 of federal funds exchanged.

Attachments:

1. Proposed Resolution
2. ODOT Fund Exchange Agreement No. 33147
3. Oregon Transportation Infrastructure Bank (OTIB) loan agreement

Recommendation:

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute 2018 Fund Exchange Agreement No. 33147.

RESOLUTION NO. 2019-01

A Resolution authorizing the approval of a cooperative fund exchange agreement between the City of McMinnville and Oregon Department of Transportation (ODOT) known as 2018 Fund Exchange Agreement, No. 33147.

RECITALS:

The Oregon Department of Transportation allows the City to exchange its allocation of Federal Transportation Funds for State revenues. It is to the City's benefit to exchange the funds because the requirements attached to Federal projects do not apply to State revenues.

The agreement will provide for the exchange of \$201,248 of the City's federal allocation to cover the City's 2019 Oregon Transportation Infrastructure Bank loan principal and interest payment (Newberg-Dundee Bypass project). Per the agreement, the City will receive \$100 in state funds for every \$100 of federal funds exchanged.

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

1. That entry into an agreement with the State of Oregon, Department of Transportation, for the exchange of the City's \$201,248 allocation of Federal Highway Funds for \$201,248 of State funds is approved.
2. The City Manager is hereby authorized and directed to execute the agreement between the State of Oregon, acting by and through its Department of Transportation, and the City of McMinnville.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a meeting held the 8th day of January 2019 by the following votes:

Ayes: _____

Nays: _____

Approved this 8th day of January 2019.

MAYOR

Approved as to form:

CITY ATTORNEY

2018 FUND EXCHANGE AGREEMENT

Newberg-Dundee Bypass Project (Phase 2)
Oregon Transportation Infrastructure Bank (OTIB) Loan #0048
City of McMinnville

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and CITY OF McMINNVILLE, acting by and through its designated officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110, 366.572, and 366.576, State may enter into cooperative agreements with counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Agency has submitted a completed and signed Part 1 of the Project Prospectus, or a similar document agreed to by State, outlining the schedule and costs associated with all phases of the Newberg-Dundee Bypass (Phase 2) OTIB Loan payment project, hereinafter referred to as "Project."
2. State has reviewed Agency's prospectus and considered Agency's request for the Fund Exchange. State has determined that Agency's Project is eligible for the exchange of funds.
3. To assist in funding the Project, Agency has requested State to exchange 2018 federal funds, which have been allocated to Agency, for state funds based on the following ratio:

\$100 state for \$100 federal
4. Based on this ratio, Agency wishes to trade \$201,248 federal funds for \$201,248 state funds.
5. The term of this Agreement will begin upon execution and will terminate two (2) calendar years later, unless extended by an executed amendment.

6. The Parties agree that the exchange is subject to the following conditions:
- a. The federal funds transferred to State may be used by State at its discretion.
 - b. State funds transferred to Agency must be used for the Project. This Fund Exchange will provide funding for specific roadway projects and may also be used for the following maintenance purposes:
 - i. Purchase or Production of Aggregate. Agency shall ensure the purchase or production of aggregate will be highway related and used exclusively for highway work.
 - ii. Purchase of Equipment. Agency shall clearly describe how it plans to use said equipment on highways. Agency shall demonstrate that the equipment will only be used for highway purposes.
 - c. State funds may be used for all phases of the Project, including preliminary engineering, right of way, utility relocations and construction. Said use shall be consistent with the Oregon Constitution and statutes (Section 3a of Article IX Oregon Constitution). Agency shall be responsible to account for expenditure of state funds.
 - d. This Fund Exchange shall be on a reimbursement basis, with state funds limited to a maximum amount of \$201,248. All costs incurred in excess of the Fund Exchange amount will be the sole responsibility of Agency.
 - e. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
 - f. Agency, and any contractors, shall perform the work as an independent contractor and will be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work including, but not limited to, retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.
 - g. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530, and 279B.270 incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (iv) all regulations and administrative rules

established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- h. Agency, or its consultant, shall conduct the necessary preliminary engineering and design work required to produce final plans, specifications and cost estimates; purchase all necessary right of way in accordance with current state and federal laws and regulations; obtain all required permits; be responsible for all utility relocations; advertise for bid proposals; award all contracts; perform all construction engineering; and make all contractor payments required to complete the Project.
- i. Agency shall submit invoices to State on a monthly basis, for actual costs incurred by Agency on behalf of the Project directly to State's Project Manager for review and approval. Such invoices will be in a form identifying the Project, the Agreement number, the invoice number or account number or both, and will itemize all expenses for which reimbursement is claimed. Under no conditions shall State's obligations exceed \$201,248, including all expenses. Travel expenses will not be reimbursed.
- j. Agency shall, at its own expense, maintain and operate the Project upon completion at a minimum level that is consistent with normal depreciation and service demand.
- k. All employers, including Agency, that employ subject workers in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its subcontractors complies with these requirements.
- l. This Agreement may be terminated by either Party upon thirty (30) days' notice, in writing and delivered by certified mail or in person.
 - i. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - A. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - B. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State

fails to correct such failures within ten (10) days or such longer period as State may authorize.

- ii. Either Party may terminate this Agreement effective upon delivery of written notice to the other Party, or at such later date as may be established by the terminating Party, under any of the following conditions:
 - A. If either Party fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow either Party, in the exercise of their reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - B. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or either Party is prohibited from paying for such work from the planned funding source.
 - iii. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
 - m. State and Agency agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
7. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
8. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

10. This Agreement and attached exhibits, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The funding for this Fund Exchange program was approved by the Oregon Transportation Commission on July 20, 2017 as a part of the 2018-2021 Statewide Transportation Improvement Program (STIP).

The Program and Funding Services Manager approved the Fund Exchange on August 21, 2018.

SIGNATURE PAGE FOLLOWS

CITY OF McMINNVILLE, by and through
its designated officials

By _____
City Manager

Date _____

LEGAL REVIEW APPROVAL (If required
in Agency's process)

By _____
City Legal Counsel

Date _____

Agency Contact:

Mike Bisset, Director
City of McMinnville Community Development
231 NE Fifth Street
McMinnville, OR 97128
Phone: (503) 434-7312
Email: mike.bisset@mcminnvilleoregon.gov

STATE OF OREGON, by and through its
Department of Transportation

By _____
Region 2 Manager

Date _____

By _____
Region 2 Planning and Development
Manager

Date _____

By _____
Region 2 Special Program Coordinator

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

Agency Contact:

Shelly White-Robinson
Special Program Coordinator
ODOT, Region 2
3700 SW Philomath Blvd.
Corvallis, OR 97333
Phone: (541) 757-4199
Email: shelly.white-robinson@odot.state.or.us

Loan Agreement

Between

State of Oregon acting by and through its Department of Transportation

And

City of McMinnville

Dated July 1, 2013

THIS LOAN AGREEMENT, is made and entered into effective on the 1st day of July, 2013, by and between the State of Oregon, acting by and through its Department of Transportation (the "State"), and the Borrower (as defined below). The reference number for this Loan Agreement is OTIF-0048. Terms not otherwise defined herein shall have the meanings assigned to them by Section 1.01 of this Loan Agreement.

WITNESSETH:

WHEREAS, the State, in accordance with the Act, will provide funds in the Oregon Transportation Infrastructure Fund for the purpose of making loans to Municipalities, including the Borrower, to finance a portion of the cost of transportation projects;

WHEREAS, the Borrower, along with Other Applicants, has made timely application to the State for a loan to finance all or a portion of the construction cost of a Oregon Department of Transportation transportation project, and the Oregon Transportation Commission and the State have approved the Borrower's application for a loan to finance a portion of the construction cost of such project;

WHEREAS, the Borrower has agreed to make payments sufficient to pay when due the principal of and interest on the Loan from the State pursuant to the terms of the Note and this Loan Agreement;

NOW, THEREFORE, for and in consideration of the Loan by the State, the Borrower agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein:

ARTICLE 1

DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings assigned to them below:

"Act" means ORS 367.010 to 367.060 and related provisions, as the same may be from time to time amended and supplemented.

"Applicants" means collectively Yamhill County, the City of McMinnville, the City of Newberg, and the City of Dundee. "Applicant" means Yamhill County, the City of McMinnville, the City of Newberg, or the City of Dundee, individually without distinction,

"Authorized Officer" means, in the case of the Borrower, the person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to act as an authorized officer of the Borrower to perform any act or execute any document relating to the Loan or this Loan Agreement and whose name is furnished in writing to the State.

"Borrower" means the City of McMinnville, and its successors and permitted assigns.

"Borrower's Portion" means the percentage of the Costs of the Project for which Borrower is responsible as determined pursuant to Section 5.06.

"Business Day" means any day other than

(i) a Saturday, Sunday or legal holiday,

(ii) a day on which banking institutions in Salem, Oregon are closed, or

(iii) a day on which the New York Stock Exchange is closed.

"Costs of the Project" means the total costs of the Project as shown on Exhibit B to this Agreement.

"Counsel" means an attorney at law or firm of attorneys at law (who may be, without limitation, of counsel to, or an employee of, the State or the Borrower) duly admitted to practice law before the highest court of any state.

"Event of Default" means any occurrence or event specified in Section 7.01 hereof.

"Loan" means the loan evidenced by the Note and made by the State to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement. The Loan may be funded by the State from amounts held in the OTIF.

"Loan Agreement" or "Agreement" means this loan agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

"Loan Closing Date" means the date on which all conditions to closing specified in Section 4.01 are satisfied by Borrower (or waived by State).

"Loan Prepayment" means, as to any payment, the amount paid by the Borrower that is in excess of the amount required to be paid as a Loan Repayment.

"Loan Repayment(s)" means the scheduled payment(s) of principal and interest required to be made by the Borrower pursuant to the provisions of the Note and this Loan Agreement.

"Maturity Date" means the date on which the Loan is payable in full, which date shall be, January 25, 2036.

"Municipality" means a city, county, road district, school district, special district, metropolitan service district or an intergovernmental entity organized under ORS 190.010.

"Note" means the promissory note of the Borrower substantially in the form of Exhibit D, as it may be amended, extended or renewed.

"Other Applicants" means the Applicants other than the Borrower.

"ODOT" means the Oregon Department of Transportation.

"Oregon Transportation Infrastructure Bank" or "OTIB" means the program authorized by Section 350 of the National Highway System Designation Act of 1995, 23 U.S.C. 101 note, Public Law 104-59, and a cooperative agreement between the Federal Highway Administration, Federal Transit Administration, of the United States Department of Transportation and the Oregon Department of Transportation dated August 20, 1996.

"Oregon Transportation Infrastructure Fund" or "OTIF" means the fund created by the Act. Loans from the OTIF may include OTIB loans or loans to finance transportation projects from any accounts established within the OTIF.

"Project" means the transportation project of ODOT described in Exhibit A, a portion of the Costs of the Project of which is financed or refinanced by the State through the making of the Loan under this Loan Agreement.

"Project Completion Date" means the earlier of

(i) the date on which all of the proceeds of the Loan, including any investment earnings derived from the investment of such proceeds, have been spent; or

(ii) the date on which ODOT completes construction of the Project; or

(iii) December 1, 2016.

"Project Completion Deadline" means December 1, 2016.

"Rule" or "Rules" means Oregon Administrative Rules, chapter 731, division 30, as they may be supplemented, modified or amended from time to time.

"State" means the State of Oregon, acting by and through its Department of Transportation.

"Transportation project" has the meaning assigned to that term by the Rule.

Section 1.02. General Rules. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II

LOAN

Section 2.01. Loan Amount. On the Loan Closing Date the State hereby agrees to make to the Borrower, and the Borrower agrees to borrow and accept from the State, a Loan in the maximum aggregate principal amount of Three Million Two Hundred Nine Thousand Six Hundred and No/100 Dollars (\$3,209,600.00). A disbursement under this Loan Agreement shall not exceed the product of the Borrower's Portion multiplied by the amount of the disbursement request.

Section 2.02. Use of Loan Proceeds. The Borrower shall use the proceeds of the Loan strictly in accordance with Section 5.01 hereof. Borrower shall be responsible to pay a portion of only those specified construction costs incurred by ODOT that are listed in Exhibit B which do not include

- (i) costs in excess of one-hundred percent (100%) of the total cost of the Project,
- (ii) the purchase of equipment and other property not directly related to the Project,
- (iii) construction or repair of facilities owned or operated by private parties,
- (iv) costs incurred prior to the date of the Loan, except as provided in Section 5.01,
- (v) administrative and oversight expenses of the Borrower or the Oregon Department of Transportation not related to the construction of the Project, and
- (vi) design and preliminary construction engineering costs related to the Project.

Section 2.03. Loan Term. The term of the Loan is set forth in the Note. The term of the Loan commences on the date of the first disbursement of the Loan and ends on the Maturity Date, which is January 25, 2036.

Section 2.04. Interest. The principal balances due under the Note shall bear interest at the rate of Two and 26/100 percent (2.26%) per annum. Interest shall be computed on the basis of a 360-day year, consisting of twelve (12), thirty (30) day months. Interest shall be due and payable in arrears and shall accrue on the outstanding principal balance from the date hereof until the principal amount of the Note, together with accrued unpaid interest thereon, is paid in full.

Section 2.05. Loan Repayments.

The Loan shall be due and payable in scheduled payments as set forth in the Note.

Section 2.06. Loan Prepayments; General.

(a) *Optional Prepayment* Subject to the following terms and conditions, the Borrower may make Loan Prepayments upon prior written approval of the State:

(1) The Borrower shall provide prior written notice of not less than one hundred twenty (120) days to the State; and

(2) The Borrower shall pay to the State all or a portion of the principal amount of the Loan outstanding plus the unpaid interest accrued on such amount to the date of prepayment.

(b) *General.* Loan Repayments and Loan Prepayments shall be applied first to any accrued interest (in the case of Loan Prepayments, on the portion of the Loan prepaid), and then to principal payments on the Loan. In the case of a Loan Prepayment that does not prepay all the principal of the Loan, the State shall determine, in its sole discretion, the method by which such Loan Prepayment shall be applied to the outstanding principal payments.

Section 2.07. Unconditional Obligation. Except as provided in Section 2.10, the obligation of the Borrower to make the Loan Repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein is payable solely from the sources of repayment described in Section 2.10 hereto and shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments under this Loan Agreement remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of the purpose, any change in the laws of the United States of America or of the State of Oregon or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the State to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project, this Loan Agreement, the State's loan agreement with any Other Applicant, or any intergovernmental agreement related to the Project or any rights of set off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the State, or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights. The Borrower shall not be obligated to make any payments required to be made by any other Applicants or any Municipality, or any other borrower under any separate loan agreement.

Section 2.08. Disclaimer of Warranties and Indemnification. The Borrower acknowledges and agrees that:

(a) the State makes no warranty or representation, either expressed or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto;

(b) in no event shall the State or its commissioners, officers, agents or employees be liable or responsible for any direct, incidental, indirect, special, consequential, punitive or other damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project; and

(c) to the extent authorized by law, the Borrower shall indemnify, save, hold harmless and defend the State and its commissioners, officers, agents and employees, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Borrower or its officers, employees, agents or subcontractors pursuant to the terms of this Loan Agreement; provided, however, that the provisions of this clause (c) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to Chapter 30 of the Oregon Revised Statutes or the laws of the United States of America or other laws of the State of Oregon.

Section 2.09. Termination of Availability Hereunder. Ninety (90) days after the Project Completion Deadline, the State's obligation to make any further disbursements of the Loan hereunder shall terminate.

Section 2.10. Sources of Repayment of Borrower's Obligations.

(a) The State and the Borrower agree that the amounts payable by the Borrower under this Loan Agreement, including, without limitation, the amounts payable by the Borrower pursuant to Section 2.05, Section 2.06, Section 2.08(c) and Section 7.04 of this Loan Agreement, are payable from the sources of repayment described in subsections (b) and (c) of this Section 2.10. Nothing herein shall be deemed to prevent the Borrower from paying the amounts payable under this Loan Agreement from any other legally available source.

(b) The amounts payable by the Borrower under this Loan Agreement are payable from the following:

(i) Borrower's federal surface transportation program allocation being exchanged for state funding on a dollar for dollar basis without deduction;

(ii) Borrower's proceeds from the Jobs and Transportation Act;

(iii) Any other funds payable from the Oregon Department of Transportation to Borrower; and

(iv) Any other funds legally available to the Borrower.

(c) The Borrower acknowledges that the State of Oregon is entitled to withhold any amounts due to the Borrower from the State of Oregon, including but not limited to any amounts due to the Borrower from the State of Oregon pursuant to ORS 366.785 to 366.820, and to apply

any such amounts to payments due under this Loan Agreement if the Borrower defaults on payments due under this Loan Agreement.

Section 2.11. Loan Fee. The Borrower shall pay to the State a one-time loan fee equal to one percent (1%) of the Loan. This fee shall be in addition to any interest charged on the Loan. The Borrower may elect to (check the appropriate box):

☐

Pay the entire amount of this loan fee on the Loan Closing Date; or

☒

Authorize the State to deduct the loan fee from the Loan proceeds disbursed to Borrower;

provided however that if the Loan is not fully disbursed, the State shall refund to the Borrower the portion of the loan fee allocated to the undisbursed portion of the Loan.

Section 2.12. Late Fee. If the payment of any Loan Repayment required under the Note is delinquent more than fifteen (15) days, the Borrower shall pay to the State a late charge of five percent (5%) of the delinquent Loan Repayment in addition to the Loan Repayment due under the Note.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF BORROWER

The Borrower represents and warrants to the State as follows:

Section 3.01. Organization and Authority.

(a) The Borrower is a Municipality.

(b) Based on information received from ODOT and to the best of Borrower's knowledge, the Oregon Department of Transportation (ODOT), the entity that will own, manage and operate the Project for which the Borrower is providing funding hereunder for the Borrower's Portion of the Costs of the Project, has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the Project, other than licenses and permits relating to the Project which the ODOT expects to receive in the ordinary course of business, to carry on its activities relating thereto, and to undertake and complete the Project.

(c) Based on information received from ODOT and to the best of Borrower's knowledge, the Project is a project which ODOT may undertake pursuant to Oregon law and for which the Borrower is authorized by law to borrow money.

(d) The proceedings of the Borrower's governing members and voters, if necessary, approving this Loan Agreement and the Note and authorizing the execution, issuance and

delivery of this Loan Agreement and the Note on behalf of the Borrower and authorizing Borrower to finance the Borrower's Portion of the Costs of the Project have been duly and lawfully adopted in accordance with the laws of Oregon, and such proceedings were duly approved and published, if necessary, in accordance with applicable Oregon law, at a meeting or meetings which were duly called pursuant to necessary public notice and held in accordance with applicable Oregon law and at which quorums were present and acting throughout.

(e) This Loan Agreement and the Note are duly authorized by a resolution or ordinance of the Borrower which was adopted in accordance with ORS 367.035(4) and in accordance with applicable law and the Borrower's requirements for filing public notices and holding public meetings.

(f) This Loan Agreement and the Note have been duly authorized, executed and delivered by an Authorized Officer of the Borrower, and, assuming that the State has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered, this Loan Agreement, this Loan Agreement and the Note constitute the legal, valid and binding obligation of the Borrower in accordance with its terms.

(g) Based on information received from ODOT and to the best of Borrower's knowledge, the information contained in Exhibit A and Exhibit B is true and accurate in all respects.

Section 3.02. Full Disclosure. There is no fact that the Borrower has not disclosed to the State in writing, on the Borrower's application for the Loan or otherwise, that materially adversely affects the properties, activities, prospects or the condition (financial or otherwise) of the Borrower or the ability of the Borrower to finance the Borrower's Portion of the Costs of the Project or make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement. Neither the Borrower's application for the Loan nor the Borrower's representations and warranties in this Loan Agreement contain any untrue statement of a material fact or omits any statement or information which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Based on information received from ODOT and to the best of Borrower's knowledge, there is no fact that the Borrower has not disclosed to the State in writing, on the Borrower's application for the Loan or otherwise, that materially adversely affects the properties, activities, prospects or the condition (financial or otherwise) of the Project

Section 3.03. Pending Litigation. There are no proceedings pending, or, to the knowledge of the Borrower threatened, against or affecting the Borrower, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect

(a) The Project or the Borrower's ability to finance Borrower's Portion of the Costs of the Project,

(b) Properties, activities, prospects or the condition (financial or otherwise) of the Borrower or

(c) The ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 3.04. Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Loan Agreement by the Borrower, the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder and the consummation of the transactions provided for in this Loan Agreement, and the financing by Borrower of the Borrower's Portion of the Costs of the Project will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to, any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than any lien and charge arising under this Loan Agreement or any of the documents related hereto) to which the Borrower is a party or by which the Borrower or any of its property or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, resolutions, rules, regulations or court orders to which the Borrower or its properties or operations is subject.

Section 3.05. No Defaults. No event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it or its properties may be bound, which violation would materially adversely affect the

(a) Project,

(b) Properties, activities, prospects or the condition (financial or otherwise) of the Borrower or

(c) The ability of the Borrower to finance the Borrower's Portion of the Costs of the Project or to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 3.06. Governmental Consent. The Borrower has obtained or will obtain all permits and approvals required by any governmental body or officer for the making, observance or performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or for Borrower providing the financing (or refinancing thereof) for the Borrower's Portion of the Costs of the Project; and the Borrower has complied or will comply with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or Borrower providing the financing (or refinancing thereof) for the Borrower's Portion of the Costs of the Project. No consent, approval or authorization of, or filing,

registration or qualification with, any governmental body or officer that has not been obtained is required on the part of the Borrower as a condition to the authorization, execution and delivery of this Loan Agreement.

Section 3.07. Compliance with Law. The Borrower:

Is in compliance with all laws, ordinances, rules and regulations to which it is subject, non-compliance with which would materially adversely affect the condition (financial or otherwise) of the Borrower or the ability of the Borrower to provide financing for the Borrower's Portion for the Costs of the Project.

Section 3.08. The Project.

(a) Based on information received from ODOT and to the best of Borrower's knowledge, the Project is feasible. There will be adequate funds available to repay the Loan.

(b) Based on information received from ODOT and to the best of Borrower's knowledge, the Project is in compliance with the Rules.

Section 3.09. Costs of the Project.

(a) Based on information received from ODOT and to the best of Borrower's knowledge, costs of the Project is a reasonable and accurate estimation.

(b) The principal amount of the Loan is not in excess of the Borrower's Portion of the Costs of the Project.

Section 3.10. Term of the Loan. Based on information received from ODOT and to the best of Borrower's knowledge, the term of the Loan is not in excess of the useful life of the Project.

ARTICLE IV

CONDITIONS TO LOAN AND DISBURSEMENTS

Section 4.01. Conditions Precedent to Loan. The State shall be under no obligation to make the loan pursuant to the terms hereof unless the Borrower delivers to the State, on or prior to June 30, 2013, the following documents in form and substance satisfactory to the State and its Counsel:

(a) An opinion of Borrower's Counsel to the effect that:

(i) The Borrower is duly formed and operating under applicable State of Oregon law,

(ii) The Borrower has full legal right and authority to execute and deliver the Loan Agreement and to observe and perform its duties, covenants, obligations and agreements hereunder and to provide financing for the Borrower's Portion of the Costs of the Project,

(iii) The Loan Agreement has been authorized pursuant to official action of the Borrower that has been adopted and authorized in accordance with applicable Oregon law,

(iii) The Loan Agreement has been duly authorized and executed and delivered by Authorized Officers of the Borrower and constitutes the legal, valid and binding obligations of the Borrower enforceable in accordance with its terms,

(iv) The authorization, execution and delivery of the Loan Agreement by the Borrower, the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, the consummation of the transactions contemplated herein and the financing by the Borrower of the Borrower's Portion of the Costs of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over the Borrower or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing agreement to which the Borrower is a party or by which the Borrower or its property or assets is bound,

(v) All approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required on the part of the Borrower in connection with the authorization, execution, delivery and performance of the Loan Agreement and its undertaking to provide a portion of the financing for the Project have been obtained or made to the extent it is possible to obtain or make them on or prior to the Loan Closing Date, and

(vi) There is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State of Oregon or federal) questioning the creation, organization or existence of the Borrower, the validity, legality or enforceability of the Loan Agreement or the Borrower's authority to finance Borrower's Portion of the Costs of the Project (such opinion or portions of such opinion may be given by one or more counsel).

(b) Counterpart of this Loan Agreement duly executed and delivered by an Authorized Officer of the Borrower;

(c) The Note duly executed and delivered by an Authorized Officer of the Borrower;

(d) Copy of the official action of the governing body of the Borrower authorizing the execution and delivery of this Loan Agreement and the documents, instruments and agreements required by this Loan Agreement, certified by an Authorized Officer of the Borrower;

(e) Such other certificates, documents, opinions and information as the State may require.

Section 4.02. Conditions to Disbursement.

(a) On the Loan Closing Date, the State will authorize disbursement of Loan funds in the amount of Borrower's Portion of the Costs of the Project incurred by ODOT that will be reimbursed by Borrower pursuant to Section 5.06. If, as of the Loan Closing Date, the Project is not completed and the aggregate amount of the Loan disbursed is less than the maximum Loan amount available under Section 2.01, the State shall make subsequent Loan disbursements directly to ODOT on the 15th day of each quarter following initial Loan disbursement, each in an amount equal to Borrower's Portion of the Costs of the Project incurred during the previous quarter. Such quarterly disbursements shall continue until the earlier of (a) the date the Project is completed, (b) the Project Completion Deadline or (c) the date there is no further availability under this Loan Agreement. The State's obligation to make any disbursement is subject to satisfaction of the conditions set forth in this Section 4.02, and in no event shall the aggregate of all Loan disbursements made hereunder exceed the maximum aggregate principal amount set forth in Section 2.01.

(b) The obligation of the State to make any disbursement to ODOT on behalf of the Borrower is subject to the following conditions:

(i) All the conditions set forth in Section 4.01 of this Loan Agreement have been satisfied;

(ii) There shall exist no Event of Default or event, omission or failure of a condition which would constitute an Event of Default after notice or lapse of time or both;

(iii) All representations and warranties of the Borrower made in this Loan Agreement shall be true and correct on the date of disbursement with the same effect as if made on such date;

(iv) [reserved]

(v) There is availability of sufficient moneys in the OTIF for use in the Project;
and

(vi) The State receives:

(1) A requisition executed by the Borrower in substantially the form of Exhibit F and

(2) Any other written evidence of materials and labor furnished to or performed upon the Project, itemized receipts or invoices for the payment of the same, and releases, satisfactions and other signed statements and forms as the State may require as a condition for making disbursements of the Loan. Nothing herein contained shall require the State to pay any amounts for labor or materials unless satisfied that such claims are reasonable and

that such labor and materials were actually expended and used in connection with the Project.

(c) Further, the State shall have no obligation to make any disbursement to ODOT on behalf of the Borrower if:

(i) On or before disbursement, there has been a change in the Act so that the Project is no longer eligible for financial assistance authorized by this Loan Agreement;

(ii) If ODOT does not receive sufficient funding, appropriations, limitation, allotments and other expenditure authority to allow ODOT or OTIF, in the exercise of its reasonable administrative discretion, to provide such funding;

(iii) The requisition is submitted by the Borrower after the Project Completion Deadline; or

(iv) The closing(s) for the loans to be made by the State to the Other Applicants for the Project, which together with the Loan to the Borrower total the maximum aggregate amount of \$16,000,000, have not occurred.

ARTICLE V

COVENANTS OF BORROWER

Section 5.01. Use of Proceeds. The Borrower will apply the proceeds of the Loan:

(a) To finance the Borrower's Portion of Costs of the Project; and

(b) With the advance written approval of the State, to reimburse the Oregon Department of Transportation the Borrower's Portion of Costs of the Project, which portion was paid or incurred in anticipation of reimbursement by the Borrower.

Section 5.02. Source of Repayment. The Loan shall be paid from the sources of repayment described in Section 2.10 of this Loan Agreement. Such sources shall be applied to the punctual payment of the principal of and the interest on the Loan, and all other amounts due under this Loan Agreement according to the terms hereof.

Section 5.03. Performance Under Loan Agreement. The Borrower covenants and agrees to cooperate with the State in the observance and performance of the respective duties, covenants, obligations and agreements of the Borrower and the State under this Loan Agreement.

Section 5.04. [reserved]

Section 5.05. Construction Accounting and Reporting to Borrower. ODOT shall keep and periodically provide construction cost accounting records pertaining to the Project to Borrower in

support of the payment requisition(s) to be made by Borrower to the ODOT in connection with the Project.

Section 5.06. Proportionality Formula for Payment Requisitions. At the time of the first payment requisition from Borrower, ODOT shall state its estimate of the total Costs of the Project. The Borrower and the Other Applicants will be paying to ODOT a portion of the Costs of the Project, which portion shall not in the aggregate exceed (in the dollar equivalent) \$16,000,000. As between the Borrower and the Other Applicants, an Applicant shall pay its portion of the aggregate payments made by all the Applicants for the Costs of the Project in accordance with the applicable percentage set forth below:

Yamhill County	64.15%
City of McMinnville	20.06%
City of Newberg	13.82%
City of Dundee	1.97%

The Borrower Portion of the Costs of the Project and the portion of the Costs of the Project for each of the Other Applicants shall be determined by multiplying the applicable percentage set forth above for an Applicant by \$16,000,000 divided by the Costs of the Project estimated by ODOT at the time of the first payment requisition. These percentages for the Borrower and the Other Applicants, as well as ODOT's share of the Costs of the Project, shall remain constant during the Project with respect to all payment requisitions. For example:

If the Costs of the Project are estimated by ODOT at the time of the first payment requisition to be \$215,497,360, then the combined share of the Costs of the Project to be paid by the Borrower and the Other Applicants for the first and all subsequent requisitions will be 7.4247 percent of the Costs of the Project up to a maximum aggregate payment of \$16,000,000. If the first requisition is in the amount of \$10,000,000, then the portion of such requisition payable by Borrower and the Other Applicants shall be \$742,470 allocated to Borrower and the Other Applicants as follows:

Yamhill County	4.76295%	\$476,294.51
City of McMinnville	1.48939%	\$148,939.48
City of Newberg	1.02609%	\$102,609.35
City of Dundee	<u>.14627%</u>	<u>\$14,626.66</u>
Totals	7.4247%	\$742,470.00

Section 5.07. [reserved]

Section 5.08. Records; Accounts. The Borrower shall keep accurate records and accounts for the revenues and funds that are the sources of repayment of the Loan (the "Repayment Revenues Records"), as a part of its other records and accounts (the "General Records"). Such Repayment Revenues Records and General Records shall be maintained in accordance with generally accepted accounting principles as established by the Government Accounting Standards Board as in effect from time to time and shall be audited annually by an independent accountant,

as part of the annual audit of the Borrower. Such Repayment Revenues Records and General Records shall be made available for inspection by the State and the federal government (including but not limited to Federal Highway Administration, Federal Transit Administration) at any reasonable time, and a copy of such annual audit(s) therefor, including all written comments and recommendations of such accountant, shall be furnished to the State within two hundred ten (210) calendar days of the close of the fiscal year being so audited.

Section 5.09. [reserved]

Section 5.10. [reserved]

Section 5.11. [reserved]

Section 5.12. Notice of Material Adverse Change. The Borrower shall promptly notify the State of any material adverse change in the properties, activities, prospects or the condition (financial or otherwise) of the Borrower or in the ability of the Borrower to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

Section 5.13. [reserved]

Section 5.14. Financial Statements; Reports. The Borrower shall deliver to the State in form and detail satisfactory to the State:

(a) As soon as reasonably possible and in any event within ninety (90) days after the close of each fiscal year of the Borrower, unaudited statements of revenues, expenditures, cash flows, and changes in retained earnings for such period and for the portion of the fiscal year ended with such period, all in comparative form and all in reasonable detail and certified by the chief financial officer of the Borrower, subject to year-end audit adjustments.

(b) Such other statement or statements or reports as to the Borrower as the State may reasonably request.

Section 5.15. Compliance with Applicable Laws. ODOT will comply with the requirements of all applicable laws, rules, regulations and orders of any governmental authority that relate to ODOT's construction of the Project. In particular, but without limitation, the Borrower shall comply with the following, as applicable:

- a. The National Environmental Policy Act (NEPA), and other environmental laws and requirements;
- b. The Uniform Relocation Assistance Act (Right of Way);
- c. The Civil Rights Act of 1964 and other civil rights laws and requirements including the DBE program;
- d. The Davis Bacon Act and other labor laws and requirements;

- e. The Common Rule (49 C.F.R.19) with respect to procurement;
- f. The Brooks Act;
- g. Competitive Bidding Requirements and state labor standards and wage rates found in Oregon Public Contracting Code, ORS 279A, 279B and 279C, as applicable;
- h. Buy America;
- i. Manual of Uniform Traffic Control Devices;
- j. The Americans with Disabilities Act (ADA) and other federal and state laws prohibiting discrimination against persons with disabilities;
- k. OAR, Chapter 731, Division 30, as amended from time to time at the discretion of the State;
- l. State municipal bonding requirements found in ORS Chapters 280, 286A, and 287A.

Section 5.16. Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

ARTICLE VI

ASSIGNMENT

Section 6.01. Assignment and Transfer by State.

(a) The Borrower expressly acknowledges that, other than the right, title and interest of the State under Sections 2.08 and 7.04 of this Loan Agreement, all right, title and interest of the State in, to and under this Loan Agreement either has been or may, at the sole discretion of the State, be assigned and that if any Event of Default shall occur and if this Loan Agreement has been assigned, the assignee, shall be entitled to act hereunder in the place and stead of the State. The Borrower consents to assignment of this Loan Agreement. The Borrower is only required to observe and perform its covenants, agreements and obligations under this Loan Agreement and the Note and, if and when requested by the State, to cooperate with the State to enable the State to comply with the State's covenants, agreements or obligations arising out of such assignment. This Loan Agreement, including, without limitation, the right to receive payments required to be made by the Borrower hereunder and to compel or otherwise enforce observance and performance by the Borrower of its other duties, covenants, obligations and agreements hereunder, may be sold by the State to a third party or may be further transferred, assigned and reassigned in whole or in part by such third party to one or more assignees or subassignees at any time subsequent to its execution without the necessity of obtaining the consent of, but after giving prior written notice to, the Borrower.

In the event of the assignment of this Loan Agreement, the State shall retain the right to compel or otherwise enforce observance and performance by the Borrower of its duties, covenants, obligations and agreements under Section 3.06 of this Loan Agreement; provided, however, that in no event shall the State have the right to accelerate the outstanding balance

payable pursuant to the Loan Agreement in connection with the enforcement of Section 3.06 of this Loan Agreement.

(b) The Borrower hereby approves and consents to any assignment, sale or transfer of this Loan Agreement that the State deems to be necessary in connection with any pooled loan program of the State.

Section 6.02. Assignment by Borrower. This Loan Agreement may not be assigned by the Borrower without the prior written consent of the State. The State may grant or withhold such consent in its sole discretion. In the event of an assignment of this Loan Agreement by Borrower and assumption of the obligations hereunder, Borrower shall pay, or cause to be paid, to the State any fees or costs incurred by the State as the result of such assignment, including but not limited to, attorney fees or costs of in-house Counsel.

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Event of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the Borrower to pay, or cause to be paid, any Loan Repayment required to be paid hereunder on the due date thereof; or

(b) Failure by the Borrower to make, or cause to be made, any required payments of principal and interest on any bonds, notes or other obligations of the Borrower for borrowed money (other than the Loan), after giving effect to the applicable grace period; or

(c) Any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any agreement, instrument, certificate or document furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect; or

(d) A petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within twenty (20) calendar days after such filing, and such dismissal shall be final and not subject to appeal; or the Borrower shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including without limitation, a trustee, receiver, custodian, liquidator, or the like of Borrower or any of its property) shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) calendar days; or

(e) [reserved]

(f) [reserved]

(g) Failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in subsections (a) through (f) of this Section, which failure shall continue for a period of thirty (30) calendar days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the State, unless the State agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the State may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) calendar days of the written notice referred to above if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the Event of Default is corrected.

Section 7.02. Notice of Default. The Borrower shall give the State prompt telephone notice of the occurrence of any Event of Default referred to in Section 7.01(d) hereof and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof. Any telephone notice pursuant to this Section 7.02 shall be confirmed in writing as soon as is practicable by the Borrower.

Section 7.03. Remedies on Default. Whenever an Event of Default referred to in Section 7.01 hereof shall have occurred and be continuing, the State shall have the right to take any action permitted or required pursuant to the Loan Agreement and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Borrower hereunder, including, without limitation,

(a) Declaring all Loan Repayments and all other amounts due hereunder to be immediately due and payable, and upon notice to Borrower the same shall become due and payable without further notice or demand,

(b) Appointment of a receiver,

(c) Refusal to disburse any Loan proceeds,

(d) Barring the Borrower from applying for future OTIF assistance, or

(e) Withholding other State of Oregon funds, including but not limited to, the Borrower's apportionment of State Highway Fund revenues due under ORS 366.762 to 366.768 and ORS 366.785 to 366.820, to the extent permitted by Section 2.10(c).

Section 7.04. Attorney Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Agreement shall be entitled to recover from the other its reasonable attorney fees, costs and

expenses at trial and on appeal. Reasonable attorney fees shall not exceed the rate charged to the State by its attorneys. The Borrower shall, on demand, pay to the State reasonable expenses incurred by the State in the collection of Loan payments.

Section 7.05. Application of Moneys. Except as otherwise provided in any other provision of this Loan Agreement, any moneys collected by the State pursuant to Section 7.03 hereof shall be applied in the following order:

- (a) to pay any attorney fees or other fees, costs and expenses incurred by the State,
- (b) to pay interest due and payable on the Loan, and
- (c) to pay principal due and payable on the Loan.

Section 7.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the State is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. To entitle the State to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article VII.

Section 7.07. Retention of State's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or anything else to the contrary contained herein, the State shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Borrower at law or in equity, as the State may, in its discretion, deem necessary to enforce the obligations of the Borrower to the State pursuant to Sections 2.08(c), 3.06, and 7.04 hereof.

Section 7.08. Default by the State. In the event of any default by the State under any covenant, agreement or obligation of this Loan Agreement, the Borrower's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the State hereunder as may be necessary or appropriate.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notices. All notices hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed, postage prepaid, to the Borrower and the State at the addresses set forth below or at such other address of which such party shall have notified in writing the other parties hereto:

If to the State: Oregon Department of Transportation
Financial Services -- MS21
355 Capitol St. NE
Salem, OR 97301-3871
Attn: Chief Financial Officer

If to the Borrower: City of McMinnville
230 NE Second
McMinnville, OR 97128
Attn: City Manager

Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by personal delivery shall be effective when actually delivered.

Section 8.02. Successors and Assigns; No Third Party Beneficiaries.

(a) This Loan Agreement shall inure to the benefit of and shall be binding upon the State and the Borrower and their respective successors and assigns.

(b) The State and the Borrower are the only parties to this Loan Agreement and are the only parties entitled to enforce its terms. Nothing in this Loan Agreement gives or provides any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name in this Loan Agreement and expressly described as intended beneficiaries of the terms of this Loan Agreement.

Section 8.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 8.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the State and the Borrower. This Loan Agreement may not be amended, supplemented or modified in a manner that is not in compliance with the Act or the Rules.

Section 8.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.06. Headings. The Section headings in this Loan Agreement are intended to be for reference purposes only and shall in no way modify or restrict any of the terms or provisions hereof.

Section 8.07. No Construction against Drafter. Both parties acknowledge that they are each represented by and have sought the advice of counsel in connection with this Loan Agreement and the transactions contemplated hereby and have read and understand the terms of this Loan Agreement. The terms of this Loan Agreement shall not be construed against either party as the drafter hereof.

Section 8.08. Choice of Law; Designation of Forum; Federal Forum.

(a) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Loan Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(b) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Loan Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(c) Notwithstanding Section 8.08(b), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity.

Section 8.09. Loan not an Obligation of the United States of America. The covenants, agreements and obligations of the State contained in this Loan Agreement shall not be construed to be covenants, agreements or obligations of the United States of America.

Section 8.10. Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the State unless otherwise provided by law or by rules, regulations or resolutions of the State or unless expressly delegated.

Section 8.11. [reserved]

Section 8.12. Further Assurances. The Borrower shall, at the request of the State, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

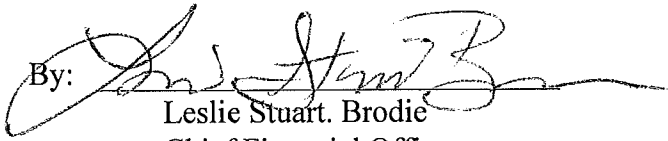
Section 8.13. Merger; No Waiver. This Loan Agreement and attached exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or

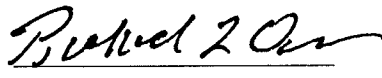
written, not specified herein regarding this Loan Agreement. No waiver of any provision of this Loan Agreement or consent shall be binding unless in writing and signed by the party against whom it is being enforced and (if against the State) all necessary State approvals have been obtained. Such waiver or consent, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the State to enforce any provision of this Loan Agreement shall not constitute a waiver by the State of that or any other provision.

IN WITNESS WHEREOF, the State and the Borrower have caused this Loan Agreement to be executed and delivered as of the date first above written.

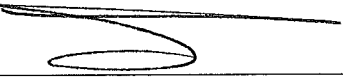
STATE OF OREGON, acting by and
through its Department of Transportation

CITY OF MCMINNVILLE
(Borrower)

By: 
Leslie Stuart. Brodie
Chief Financial Officer

By: 
Title: MAYOR

Approved for legal sufficiency.


Lynn T. Nagasako, Sr. AAG

Date: 6/26/13

Exhibit A to Loan Agreement

Project Description

Borrower: City of McMinnville

ODOT will construct Phase 1 of the Newberg-Dundee Bypass.

The Bypass encompasses a section of Oregon 99W that extends northeast across Yamhill County from the Oregon 99W/Oregon 18 intersection to Rex Hill east of Newberg. The Bypass corridor will be at least 330' wide, be located along the south sides of Newberg and Dundee, and be approximately 11 miles long. The eastern terminus is located east of Newberg in the Rex Hill area of Oregon 99W at mile post 20.08. The western terminus is located where Oregon 99W intersects with Oregon 18 (McDougal Corner) west of Dundee near Dayton at Oregon 18 mile post 51.84.

The Bypass includes the following proposed interchanges:

- Dayton Interchange – located at the junction of Oregon 99W and Oregon 18 and represents the western terminus of the Bypass; it replaces the existing Oregon 18/Oregon 99W intersection at McDougal Corner and the South Dundee Interchange.
- East Dundee Interchange – located between Dundee and Newberg; a new connector road will link the interchange at Oregon 99W to the Bypass.
- Oregon 219 Interchange – located in south Newberg along Oregon 219.
- East Newberg Interchange - located southwest of Rex Hill; this interchange will be the eastern terminus of the Bypass

Phase 1 of the Bypass will begin at a new signalized intersection on Oregon 219, traveling through south Newberg into Dundee. South of Dundee, Phase 1 will leave the eventual full Bypass alignment, proceeding west, parallel to the Dundee city limits, and cross over the Willamette and Pacific Railroad and Oregon 99W. After crossing over Oregon 99W, Phase 1 of the Bypass will loop around and connect to Oregon 99W at a new signalized intersection.

Other Phase 1 improvements include:

- Additional southbound left turn lane on Oregon 99W at Springbrook Road.
- Widening Springbrook Road to three lanes (one northbound lane, one southbound lane, and a center left turn between Oregon 99W and Oregon 219)

Exhibit B to Loan Agreement

Approved Project Budget

Borrower: City of McMinnville

Borrower's Portion of the Costs of Project (in dollars): \$3,209,600

Sources	
ODOT/JTA	\$192,000,000
STIP	12,000,000
Confederated Tribes of Grand Ronde	4,000,000
City of Dundee (OTIB Loan)	315,200
City of McMinnville (OTIB Loan)	3,209,600
City of Newberg (OTIB Loan)	2,211,200
Yamhill County (OTIB Loan)	10,366,640
Total	\$224,102,640.00
Uses	
Construction	\$166,067,919
Preliminary Engineering	8,557,662
Right of Way	45,291,168
Utility Relocation	4,025,891
Loan Fees	\$160,000
Total	\$224,102,640.00

Exhibit C to Loan Agreement

[Reserved]

Exhibit F to Loan Agreement

Payment Requisition

TO: Oregon Transportation Infrastructure Bank
Oregon Department of Transportation
Financial Services, MS – 21
355 Capitol Street, NE
Salem, Oregon 97301-3871

RE: Oregon Transportation Infrastructure Fund, Loan Number OTIF-0048

On behalf of the City of McMinnville, I hereby request that the Oregon Transportation Infrastructure Fund (OTIF) disburse to the Oregon Department of Transportation the following amount from the account established in the OTIF for this Loan:

[Insert Amount]

The foregoing disbursement is for Costs of the Project as such term is defined in, and which are permitted under, the Loan Agreement dated July 1, 2013, between the State of Oregon acting by and through its Department of Transportation and the City of McMinnville. I have attached all necessary documentation as required by Section 4.02(b)(vi) of the Loan Agreement. No Event of Default has occurred or is continuing under the Loan Agreement.

DATED this _____ day of _____, _____.

CITY OF MCMINNVILLE

By: _____

Authorized Officer

Name & Title (print): _____

Attachments



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

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: December 24, 2018
TO: Jeff Towery, City Manager
FROM: Mike Bisset, Community Development Director
SUBJECT: Easement release

Report in Brief:

This action is the consideration of a resolution to release an existing 10' wide storm drainage easement encumbering 624 SW Drumwood Avenue (taxlot R4420DC 00400).

Discussion:

The owner of 624 SW Drumwood Avenue, American Village of McMinnville LLC, is redeveloping the property and constructing 27 townhomes. As part of the redevelopment, an existing public storm drainage mainline will be relocated to accommodate the new townhomes.

The developer will relocate the public storm drainage mainline, and has granted a new public storm drainage easement over the new line alignment (see attachment #3).

The developer has requested that the City release the existing storm drainage easement over the old line alignment.

Attachments:

1. Resolution w/ exhibits
2. Existing easement
3. New easement

Fiscal Impact:

None.

Recommendation:

Staff recommends the City Council adopt the attached resolution releasing an an existing 10' wide storm drainage easement encumbering 624 SW Drumwood Avenue (taxlot R4420DC 00400).

EASEMENT RELEASE

RESOLUTION NO. 2019-02

A Resolution authorizing the release of an existing storm drainage easement, located in the City of McMinnville, Yamhill County, Oregon.

RECITALS:

The purpose of this conveyance is to release an existing 10' wide storm drainage easement recorded in Film 108 Page 800 of the Yamhill County records; and described and shown in the attached Exhibits A & B.

The easement area is no longer needed, and the release of the easement area will allow for the efficient development of the subject property.

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

1. That the City of McMinnville does hereby release the existing storm drainage easement described herein, and the former easement will not be an impediment to issuance of a building permit on this property.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 8th day of January 2019 by the following votes:

Ayes: _____

Nays: _____

Approved this 8th day of January 2019.

MAYOR

Approved as to form:

CITY ATTORNEY

After Recording

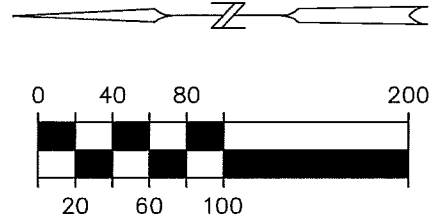
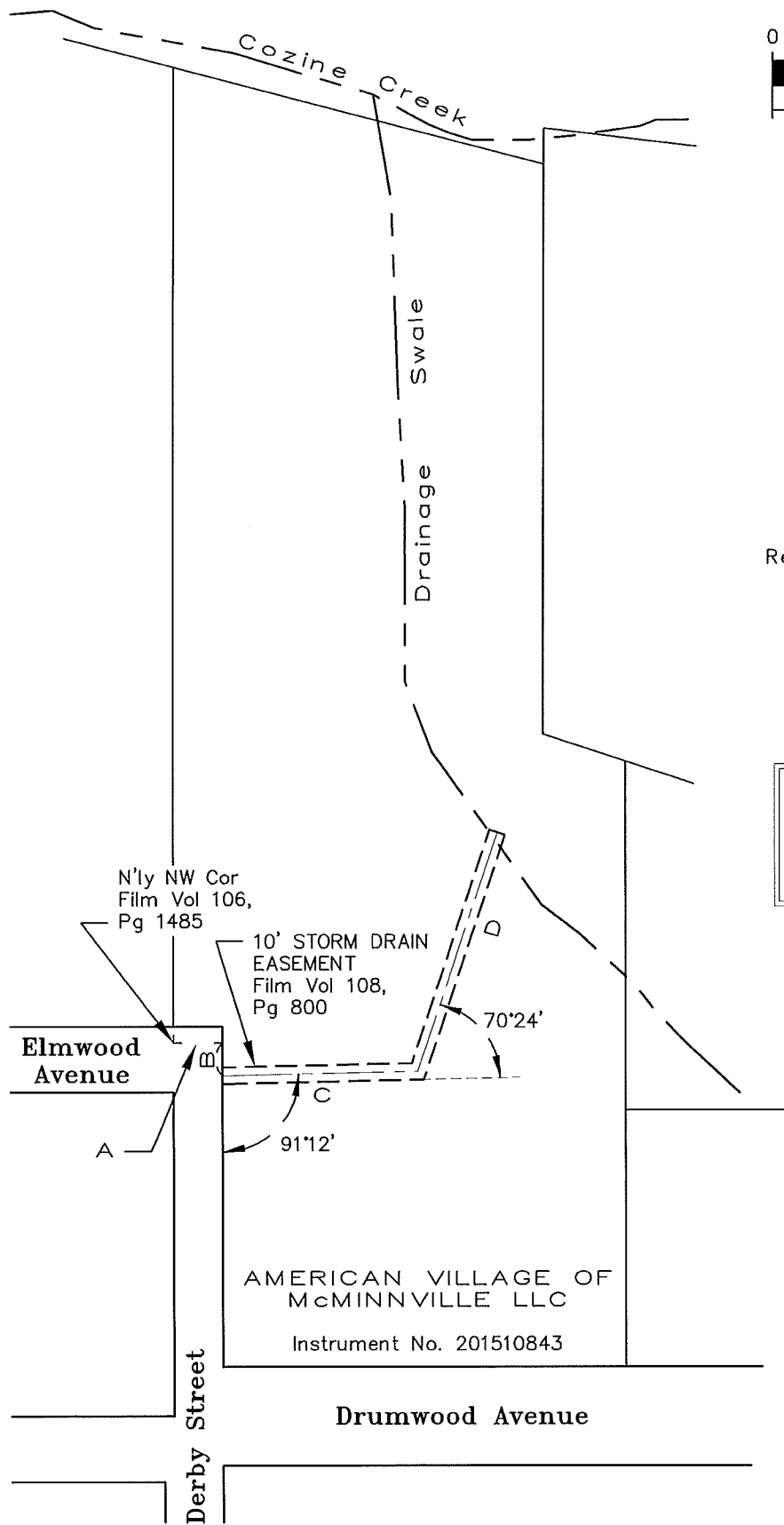
Return to: City of McMinnville
231 NE Fifth Street
McMinnville OR 97128

Exhibit A

That easement conveyed to the City of McMinnville recorded in Film 108, Page 800 of the Yamhill County Record of Deeds, more particularly described as follows, to wit:

Being a part of the Samuel Cozine D.L.C. No. 56, Section 20, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, and being a part of that certain tract of land described in Film Volume 106, Page 1485, Deed Records of Yamhill County and being a 10.0 foot wide easement lying 5.0 feet on each side of the following described centerline:

Beginning at a point 30 feet southerly and 19.7 feet westerly from the most northerly northwest corner of the aforementioned tract, said beginning point being on the south line of Derby Street (30 feet wide); thence southerly along a line which is $91^{\circ} 12'$ to the left from the south line of Derby Street, projected West, 119.28 feet; thence along a line $70^{\circ} 24'$ to the left, from the last course, 153.3 feet to the existing drainage channel.



Scale: 1" = 100'
October 25, 2018

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Corbey Boatwright

OREGON
JANUARY 13, 2004
CORBEY BOATWRIGHT
41562

Renewal Date: December 31, 2019

Exhibit B

Section 20, T4S, R4W, WM

City of McMinnville
Yamhill County, Oregon

Boatwright Engineering, Inc.
Salem, Oregon

E 401A

PLM 108 PAGE 800

EASEMENT

1 THIS INDENTURE MADE and entered into this 28th day of Aug., 1975
2 by and between David L. Hostetler and Nora V. Hostetler, hereinafter referred to
3 as the Grantors, and the CITY of McMinnville, a municipal corporation, in Yamhill
4 County, Oregon, hereinafter referred to as the Grantee.

WITNESSETH

5 That the Grantors, for and in consideration of one dollar to them in hand
6 paid, do hereby grant, bargain, sell and convey unto the Grantee, a perpetual
7 easement 10.0 feet in width, together with the right to go upon said easement
8 area hereinafter described for the purpose of constructing, reconstructing,
9 maintaining and using Storm Sewer which may hereinafter be installed on the
10 following described property, to-wit:

11 Being a part of the Samuel Cozine D.L.C. No. 56, Section 20,
12 Township 4 South, Range 4 West, Willamette Meridian, Yamhill County,
13 Oregon, and being a part of that certain tract of land described in
14 Film Volume 106, Page 1485, Deed Records of Yamhill County and being
15 a 10.0 foot wide easement lying 5.0 feet on each side of the following
described centerline;

16 Beginning at a point 30 feet southerly and 19.7 feet westerly
17 from the most northerly Northwest corner of the aforementioned tract,
18 said beginning point being on the South line of Derby Street (30 feet
19 wide); thence southerly along a line which is 91°12' to the left from
20 the South line of Derby Street, projected West, 119.28 feet; thence
21 along a line 70°24' to the left, from the last course, 153.3 feet to
22 the existing drainage channel.

EXHIBIT "A" attached.

23 TO HAVE AND TO HOLD the above easement to the said Grantee, its heirs and
24 assigns forever.

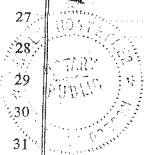
25 IN WITNESS WHEREOF, the Grantors above named have hereunto set their hands
26 and seals this 28th day of August, 1975.

27 David L. Hostetler (SEAL)
28 Nora V. Hostetler (SEAL)

29 STATE OF OREGON }
30 County of Yamhill } ss

31 BE IT REMEMBERED, that on this 28th day of August, 1975, before
32 me, the undersigned, a Notary Public in and for said County and State, personally
33 appeared the within named David L. Hostetler and Nora V. Hostetler, known to me to
34 be the identical individuals described in and who executed the within instrument
35 and acknowledged to me that they executed the same freely and voluntarily.

36 Page 1 of 2.



Not. McMinnville, Ore. 7/6/8

E401

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

2-23-76
My Commission Expires

Donald Hostette
Notary Public

Page 2 of 2.

38429

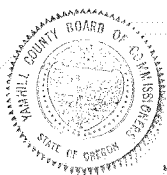
9.00

STATE OF OREGON }
County of YAMHILL } ss

I, Wanda Galt, County Clerk in and for said County and State, do hereby certify that the within instrument of 20-424 was received and has been by me duly recorded on Page 860 of File Vol 103 of the Records of 1975. For Cert. Fee, see this 2 day of Oct. 19 75. at \$15.00 (Stat.) M

In testimony whereof, I have hereunto subscribed my name and affixed my official seal.
Wanda Galt, County Clerk

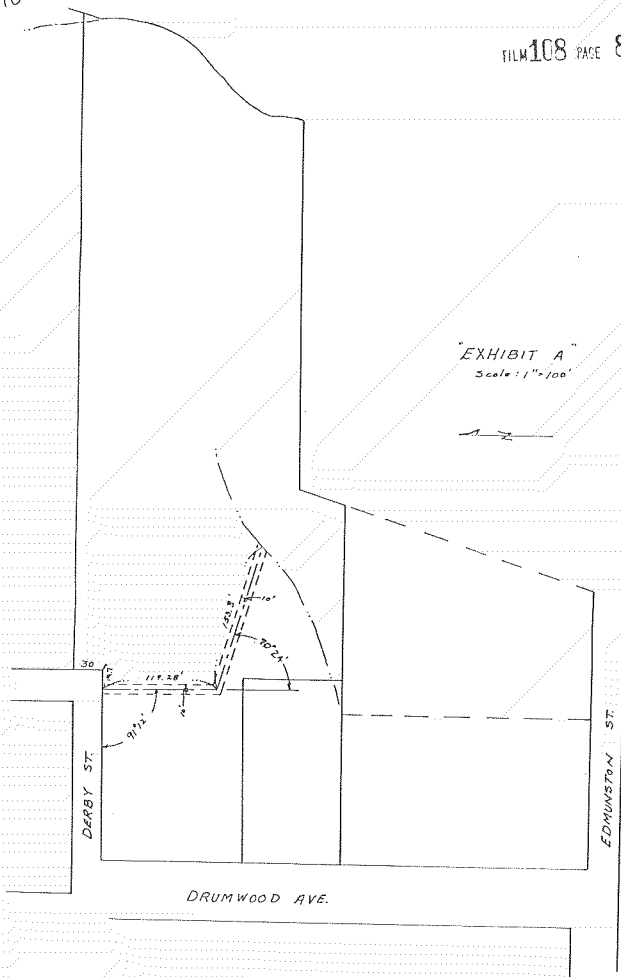
By Theresa Young
Deputy



E401 B

FILM 108 PAGE 802

"EXHIBIT A"
Scale: 1" = 100'





\$96.00

00550825201800179050040049

12/21/2018 02:30:44 PM

DMR-EDMR Cnt=1 Stn=2 MILLSA
\$20.00 \$5.00 \$11.00 \$60.00

STORM DRAINAGE EASEMENT

THIS INDENTURE MADE and entered into this 15th day of November, 2018 by and between American Village of McMinnville LLC, hereinafter referred to as the Grantors, and the City of McMinnville, a Municipal Corporation of the State of Oregon, hereinafter referred to as the Grantee.

That the Grantors, for and in consideration of the sum of No Dollars, (\$0.00), do hereby grant, bargain, sell and convey unto the Grantee, perpetual easement, as described herein, together with the right to go upon said easement area hereinafter described for the purpose of constructing, reconstructing, maintaining and using a **PUBLIC STORM DRAINAGE SYSTEM**, on the following described property, to-wit:

See Exhibits A & B, (comprised of a Legal Description and Map provided by Boatwright Engineering) attached and incorporated by this reference.

TO HAVE AND TO HOLD the above easements to the said Grantee, its successors and assigns forever.

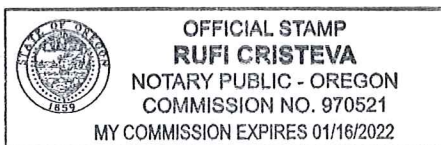
IN WITNESS WHEREOF, The Grantor above named has hereunto set his hand and seal this 15th day of November, 2018.

Andrew D. Fields, Manager

STATE OF OREGON)
) ss.
County of Marion)

This instrument was acknowledged before me on the 15 day of November, 2018, by Andrew D. Fields.

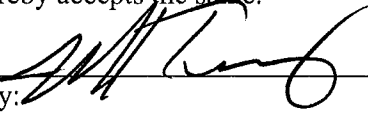
(NOTARY SEAL)


Notary Public for Oregon
My Commission Expires: 01/16/22

AFTER RECORDING City of McMinnville
RETURN TO: 230 NE 2nd Street
 McMinnville, Or 97128

SEND TAX STATEMENTS TO: N/A

The City of McMinnville has reviewed the above document and hereby accepts the same.

By: 

Title: City Manager

AFTER RECORDING
RETURN TO: City of McMinnville
230 NE 2nd Street
McMinnville, Or 97128

SEND TAX STATEMENTS TO: N/A

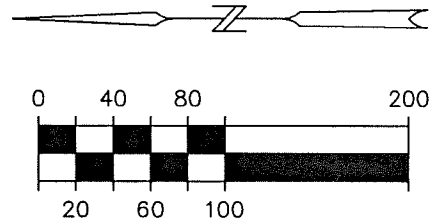
PAGE 2 OF 2 PAGES EASEMENT

Exhibit A

Beginning at the most northerly northwest corner of that tract of land conveyed to American Village of McMinnville LLC by deed recorded in Deed Instrument 201510843 of the Yamhill County Records which bears South 78° East 8.48 chains (559.68 feet) and South 12.30 chains (811.80 feet) and West 13.45 chains (877.70 feet) from the southwest corner of the William T. and Sarah I. Newby Donation Land Claim No 53 in Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon and running thence North 90° 00' 00" East 10.00 feet and South 00° 00' 00" East 30.00 feet and North 90° 00' 00" West 20.00 feet to the **TRUE POINT OF BEGINNING**, said point being on the south line of Derby Street and bearing South 90° 00' 00" East 187.34 feet from the intersection of the south right-of-way line of Derby Street with the east right-of-way line of Drumwood Avenue and which intersection is also the most westerly northwest corner of the before said American Village of McMinnville LLC tract of land; thence South 21° 20' 19" East 126.74 feet to a point; thence South 52° 29' 10" East 39.46 feet to a point; thence South 71° 43' 51" East 66.12 feet to a point; thence South 18° 16' 09" West 10.0 feet to a point; thence North 71° 43' 51" West 67.82 feet to a point; thence North 52° 29' 10" West 43.94 feet to a point; thence North 21° 20' 19" West 133.43 feet to a point on the south right-of-way line of said Derby Street; thence South 00° 00' 00" East 10.74 feet to the **TRUE POINT OF BEGINNING**, all being situated within the southeast quarter of Section 20 in Township 4 South, Range 4 West of the Willamette Meridian in the City of McMinnville in Yamhill County, Oregon.



Renewal Date: December 31, 2019



Scale: 1" = 100'
October 25, 2018

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Corbey Boatwright

OREGON
JANUARY 13, 2004
CORBEY BOATWRIGHT
41562

Renewal Date: December 31, 2019

S 78° E 8.48 CH (559.68')
S 00° E 12.30 CH (811.80')
West 13.45 CH (887.70')
N 90° E 10.00'
from SW Cor
William T. & Sarah I. Newby
DLC No. 53

A	S 00° 00' 00" E	30.00'
B	N 90° 00' 00" W	20.00'
C	S 21° 20' 19" E	126.74'
D	S 52° 29' 10" E	39.46'
E	S 71° 43' 51" E	66.12'
F	S 18° 16' 09" W	10.00'
G	N 71° 43' 51" W	67.82'
H	N 52° 29' 10" W	43.94'
I	N 21° 20' 19" W	133.43'
J	S 90° 00' 00" E	10.74'

Elmwood
Avenue

Derby Street

10' STORM DRAIN
EASEMENT

AMERICAN VILLAGE OF
McMINNVILLE LLC

Instrument No. 201510843

Drumwood Avenue

Exhibit B

Section 20, T4S, R4W, WM

City of McMinnville
Yamhill County, Oregon

Boatwright Engineering, Inc.
Salem, Oregon



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

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: December 27, 2018
TO: Jeff Towery, City Manager
FROM: Rich Spofford, Engineering Services Manager
VIA: Mike Bisset, Community Development Director
SUBJECT: Contract Amendment – Services During Construction– WRF Tertiary Treatment and Disinfection Project

Council Goal:

Plan and Construct Capital Projects

Report in Brief:

This action is the consideration of a resolution to award a Contract Amendment 2 to the Personal Services Contract to CH2M, Inc. for Phase 3 of the WRF Tertiary Treatment and Disinfection Project.

Background:

In May 2010, the City adopted both an updated Conveyance System Master Plan and an updated Water Reclamation Facilities Plan that strike a balance between wastewater conveyance and treatment to reach a cost-effective comprehensive plan for wastewater management for a 20-year planning period through 2029. Additionally, the City Council adopted an associated Wastewater System Financial Plan. The adopted financial plan indicated that the City can rely on a “pay as you go” approach to funding the significant operations, maintenance, and capital needs contained in the wastewater master plans.

In 2016, the City completed a project to construct additional secondary treatment facilities, including a third oxidation ditch, third secondary clarifier, and the expansion of the return activated sludge pumping facilities. The adopted Water Reclamation Facilities Plan indicates the next needed treatment related capital project includes a need to expand tertiary treatment capacity and replace the UV equipment.

At the May 9, 2017 Council Meeting, CH2M was awarded the first phase of the WRF Tertiary Treatment and Disinfection Project (Resolution 2017-34). At the January 23, 2018 Council Meeting, Council approved the first contract amendment for design and bidding services (Resolution 2018-05). At the November 13, 2018 Council Meeting, Council awarded the construction contract to Stettler Supply (Resolution 2018-59)

Discussion:

With the award of the construction contract at the November 13, 2018 Council Meeting, we are ready to start Phase 3 (Construction) of the project. The scope of work for Phase 3 includes Project Management, Conformed Documents, Services During Construction, Services During Close-out, Commissioning, Training, Warranty, and additional services. Also included in this contract amendment is services for the Clarifier/ATAD work which will be bid as a separate project at a later date.

The estimate for the Phase 3 scope of work is \$347,275.00 (see attached scope of work).

Attachments:

1. Resolution
2. Scope of work with Services During Construction estimate
3. Vicinity Map

Fiscal Impact:

Funds for the design work are included in the adopted FY19 Wastewater Services Fund (75) and Wastewater Capital Fund (77).

Recommendation:

Staff recommends that the City Council adopt the attached resolution approving the Contract Amendment 2 to the Personal Services Contract with CH2M Inc. for the third phase of the WRF Tertiary Treatment and Disinfection Project.

RESOLUTION NO. 2019-03

A Resolution awarding a Contract Amendment 2 for Professional Services for the Water Reclamation Facility Tertiary Treatment and Disinfection Project, Project No. 2017-2.

RECITALS:

With the award of the construction contract at the November 13 Council Meeting, we are ready to start Phase 3 (Construction) of the project.

The scope of work for Phase 3 includes Project Management, Conformed Documents, Services During Construction, Services During Close-out, Commissioning, Training, Warranty, and additional services. Also included in this contract amendment is services for the Clarifier/ATAD work which will be bid as a separate project bid at a later date. The estimate for the Phase 3 scope of work is \$347,275.00 and is contained in the FY19 Wastewater Services Fund (75) and Wastewater Capital Fund (77).

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

1. That entry into Contract Amendment 2 with CH2M for Phase 3 Services During Construction for the Water Reclamation Facility Tertiary Treatment and Disinfection Project, Project No. 2017-2, in the amount of \$347,275.00, is hereby approved.
2. The City Manager is hereby authorized and directed to execute the Contract Amendment 2 with CH2M.
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 January 2019 by the following votes:

Ayes: _____

Nays: _____

Approved this 8th day of January 2019.

MAYOR

Approved as to form:

CITY ATTORNEY

**Attachment 2
To
Agreement for Professional Services for the
City of McMinnville
Water Reclamation Facility (WRF) Tertiary Treatment and
Disinfection Project
Project 2017-2**

The following is a scope of services for professional engineering services during the construction phase for the Water Reclamation Facility Tertiary Treatment and Disinfection Project.

BACKGROUND

In 2009, the City completed a Facilities Plan Update for the Water Reclamation Facility (WRF). The Facilities Plan identified a need to expand tertiary treatment capacity and replace the UV equipment. The Contractor (CH2M Hill Engineers, Inc.) completed the Design phase of the project, including upgrades to the existing filtration system, replacement of the existing UV equipment, and upgrades to the tertiary chemical systems. This document describes the scope of engineering services for the construction phase of the project.

BASIS OF ENGINEERING SERVICES DURING CONSTRUCTION (SDC) SCOPE AND FEE DEVELOPMENT

The following key assumptions were used when determining the scope, level of effort and compensation to the Contractor. These assumptions are in addition to those included in the Scope of Services.

Services During the Construction Phase

1. The duration of the construction period will not exceed 12 months and will commence by January 9, 2019.
2. The project will be constructed under two general contracts for construction. One contract will include only the ATAD and Tertiary Clarifier coating work, and one contract will cover the remainder of the work.
3. Desk space and high-speed internet access for Contractor field staff will be provided by the City.

CITY-PROVIDED SERVICES

1. City will provide to Contractor all information in City's possession regarding existing conditions that pertain to the Project. Contractor shall reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.

3. City will make its facilities accessible to Contractor as required for Contractor's performance of its services.
4. City will give prompt notice to Contractor whenever City observes or becomes aware of any development that affects the scope or timing of Contractor's services, or of any defect in the work of Contractor or the general construction contractor.
5. The City will examine information submitted by Contractor and render in writing or otherwise provide decisions in a timely manner.
6. The City will furnish required information and approvals in a timely manner.
7. The City will cause all agreements with the general construction contractor to be consistent with Contractor's Agreement.
8. The City will participate in meetings and provide a meeting space.

SCOPE OF SERVICES

The Contractor will provide the City with the services described herein. The Contractor's scope of services consists of the following major tasks:

Task 1: Project Management

Task 2: Conformed Documents

Task 3: N/A

Task 4: Services During Construction

Task 5: Services During the Close-Out Phase

Task 6: Commissioning, Training and Warranty Services

Task 7: Additional Services

Task 1 - Project Management

Task 1.1: Progress Meetings and Updates

The Contractor's project manager shall meet with City's project manager monthly throughout the construction phases of the project to review project progress and discuss upcoming work activities. The Contractor shall submit a monthly report regarding the progress of construction.

Task 1.2: Project Work Plan

Contractor shall prepare a general work plan that defines Contractor's delivery approach, staffing, responsibilities and project deliverables.

Task 1 Deliverables: Monthly progress reports and project work plan.

Task 2 – Conformed Documents

Contractor shall incorporate addendum items into the Contract Documents and prepare Conformed Documents. This task was delivered under the Bid Period budget of the Final Design Amendment.

Task 3 – N/A

Task 4 - Services During Construction

Contractor shall provide services to assist in coordinating the site activities, administering the contract for construction, monitoring the contractor's performance, responding to design and technical submittals, and closing out the contract for construction.

Task 4.1: Document Management System and Procedures

Contractor shall establish a system and set of procedures for managing, tracking and storing all relevant documents between the general construction contractor, Contractor and City produced during the Construction and Closeout phases of the project. The Contractor shall, in coordination with the City, maintain hard copy records, suitably organized, of all relevant documentation and shall deliver said documents to City at the end of the project.

Contractor shall implement procedures for the logging and tracking of all relevant correspondence and documents. Contractor shall assist the City in monitoring all outstanding decisions, approvals or responses required from the City.

Task 4.2: Site Coordination

Task 4.2.1 Pre-Construction Conference

Contractor shall coordinate and attend one pre-construction conference with the contractor to review the project communication, coordination and other procedures and discuss the contractor's general work plan and requirements for the project. Contractor shall take minutes or otherwise record the results of these conferences.

Task 4.2.2 Mobilize On-Site Team

Contractor shall mobilize a team on site part-time for the duration of the construction to provide site coordination, contract administration and monitor the performance of the general construction contractor. The Contractor's team will provide a periodic site presence. The City will provide a desk, bookshelf space, and high-speed internet access for the team.

Task 4.2.3 Communications

Contractor shall implement and maintain regular communications with the general construction contractor during the construction. Contractor shall receive and log all communications from the general construction contractor and will coordinate the communications between the City and general construction contractor.

Task 4.2.4 Project Site Meetings

Contractor shall conduct weekly construction coordination meetings with the general construction contractor and prepare the minutes of these meetings.

Task 4.2.5 Field Instructions and Orders

Contractor shall issue field instructions, orders or similar documents during construction as provided in the contract for construction.

Task 4.2 Deliverables: Pre-construction conference agenda and minutes; project site meeting minutes; field instructions.

Task 4.3: Construction Contract Administration**Task 4.3.1 Permits, Bonds and Insurance**

Contractor shall verify that the required permits, bonds and insurance have been obtained and submitted by the general construction contractor.

Task 4.3.2 Payments to General Construction Contractor

Contractor shall receive and review the general construction contractor's requests for payment. Contractor shall determine whether the amount requested reflects the progress of the general construction contractor's work and is in accordance with the contract for construction.

Contractor shall provide recommendations to the City as to the acceptability of the requests. Contractor shall advise the City as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction. Recommendations by Contractor to the City for payment shall be based upon Contractor's knowledge, information and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by Contractor to ascertain that the general construction contractor has completed the work in exact accordance with the contract for construction; that Contractor has made an examination to ascertain how or for what purpose the general construction contractor has used the moneys paid; that title to any of the work, materials or equipment has passed to the City free and clear of liens, claims, security interests, or encumbrances.

Task 4.3.3 Correspondence and Communications

Contractor shall coordinate all written communications among the general construction contractor, Contractor and City during the construction phase. Contractor shall prepare written communications to the general construction contractor and provide recommendations to the City for written communications between the City and general construction contractor.

Task 4.3 Deliverables: Payment recommendation, written communication to general construction contractor.

Task 4.4 Changes

Task 4.4.1 Minor Variations in the Work

Contractor may authorize minor variations in the work which do not involve an adjustment in the general construction contractor's contract price nor time for construction and are not inconsistent with the intent of the contract documents.

Task 4.4.2 Coordinate Issuance of Changes

Contractor shall assist the City with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications and other information for City-requested changes may be considered Additional Services and entitle Contractor to additional compensation for the services.

Contractor shall receive and review the general construction contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the general construction contractor's proposal.

Contractor shall assist the City with negotiations of the proposal and, upon approval by the City, prepare final change order documents for execution by the City and general construction contractor.

Task 4.4.3 Review of General Construction Contractor's Requested Changes

Contractor shall review all general construction contractor-requested changes to the contract for construction.

Contractor shall make recommendations to the City regarding the acceptability of the general construction contractor's request and, upon approval of the City, assist the City in negotiations of the requested change. Upon agreement and approval, Contractor shall prepare final change order documents.

Task 4.4.4 Change Order Reports

Contractor shall provide monthly reports to the City about the status of Change Orders. The report will include issued Change Orders, pending Change Orders, and Change Order amounts.

Task 4.4 Deliverables: Change Order documents and status reports

Task 4.5: As Built Drawings and Record Documents

Contractor shall coordinate the general construction contractor's submittal of as-built drawings, specifications and other as-built or record documents and will transmit these to the City.

Contractor shall meet with the general construction contractor as necessary, but at least monthly, to review the preparation and submittal of as-built or record drawings.

Task 4.6: Claims and Disputes

Contractor shall receive, log, and notify the City about all letters and notices from the general construction contractor concerning claims or disputes between the general construction contractor and City pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. Contractor shall review all such letters and notices and discuss them with the general construction contractor as necessary to understand each such claim or dispute.

Contractor shall advise the City regarding the general construction contractor's compliance with the contract requirements for such claims and disputes. Contractor shall assist the City in discussions with the general construction contractor to resolve claims and disputes. An allowance of 8 hours is included.

Contractor shall issue decisions on claims and disputes. Contractor shall not, except as part of Additional Services, participate in judicial procedures for the claims or disputes.

Task 4.7: Project Controls***Task 4.7.1 General Construction Contractor's Schedule Submittal***

Contractor shall review the general construction contractor's construction schedule and verify that it is consistent with the requirements of the contract for construction. Contractor shall advise the general construction contractor of any areas where the schedule is not in compliance with the contract for construction. Contractor shall provide comments to the City to assist the City in approving, accepting or taking other action on the general construction contractor's schedule, in accordance with the contract for construction.

Contractor's review and comments will not be considered as a guarantee or confirmation that the general construction contractor will complete the work in accordance with the contract for construction.

Task 4.7.2 Contractor's Schedule Updates

Contractor shall review the general construction contractor's periodic schedule updates or other schedule submissions. Contractor shall advise the general construction contractor if the updates or other submissions are not in accordance with the contract for construction. Contractor shall provide comments to the City regarding the updates or other submissions.

Task 4.7.3 Effect of Change Orders

Contractor shall review information submitted by the general construction contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration and completion date. Contractor shall advise the City as to the potential impact of proposed or issued Change Orders. Contractor shall assist the City in discussions with the general construction contractor concerning the potential impact of proposed or issued Change Orders.

Task 4.7 Deliverables: *Monthly reports as to the status of the construction schedule, date of completion, contract price, retainage, pending changes to the contract price or completion date and other issues material to the cost and time for completion of the construction.*

Task 4.8: Field Inspection

Contractor shall provide one part-time on-site representative for a period of eleven months, from December 2018 through October 2019. An allowance has been provided based on an average time commitment of two (2) days per week for eleven months.

Task 4.8.1. Field Office

Contractor shall staff a field office on the project site for purposes of providing inspectors to observe the work of the general construction contractor.

Task 4.8.2 Independent Testing and Inspection Services

Contractor shall retain a Special Inspection and Testing firm to perform code-required special inspections, material testing, or other services related to verifying the quality of the general construction contractor's work. Contractor shall review the reports and other information prepared by the independent firms. Contractor shall assist in coordinating their schedules and the transmittal of their reports, findings or other information to the general construction contractor and/or the City. Contractor shall not be responsible for the accuracy or completeness of the work and reports of the independent testing and inspection firms.

An allowance of \$6,000 has been included for this activity.

Task 4.8.3 Review of Work

Contractor shall conduct on-site observations of the general construction contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the general construction contractor. Observations will occur approximately twice per week.

Contractor shall arrange for monthly photographs of the work in progress by the general construction contractor, which will be made available to the City.

Contractor's observation of the work is not an exhaustive observation or inspection of all work performed by the general construction contractor. Contractor does not guarantee the performance of the general construction contractor. Contractor's observations shall not relieve the general construction contractor from responsibility for performing the work in accordance with the contract for construction, and Contractor shall not assume liability in any respect for the construction of the project. Contractor shall, with the assistance of the City, obtain written plans from the general construction contractor for quality control of its work, and shall monitor the general construction contractor's compliance with its plan.

Task 4.8.4 Deficient and Non-Conforming Work

Should Contractor discover or believe that any work by the general construction contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, Contractor shall bring this to the attention of the general construction contractor and the City.

Contractor shall thereupon monitor the general construction contractor's corrective actions and shall advise the City as to the acceptability of the corrective actions.

Task 4.8.5 Design Team Visits

Contractor shall coordinate visits to the site by the design team members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review any specific items of work that are brought to the attention of the design team members by the general construction contractor or the City.

Task 4.8.6 Factory and Off-Site Tests and Inspections

Factory and off-site tests and inspections are not included.

Task 4.8.7 Performance and Witness Testing

Contractor shall attend, and witness field performance tests as specified in the contract.

Task 4.8.8 Regulatory and Third-Party Testing and Inspections

Contractor shall monitor the general construction contractor's coordination of inspection and testing by regulatory and third-party agencies that have jurisdiction over the project.

Task 4.8.9 Subsurface and Physical Conditions

Whenever the general construction contractor notifies Contractor or City of subsurface or physical conditions at the site which the contract for construction provides should be so notified, Contractor shall advise the City and inspect the conditions at the site. Contractor shall advise the City as to the appropriate action(s) and shall assist the City in responding to the general construction contractor.

Task 4.8.10 Substantial and Final Completion

Contractor shall assist the City with inspections at substantial and final completion, in accordance with the contract for construction. Contractor shall prepare punch lists of items requiring completion or correction. Contractor shall make recommendations to the City regarding acceptance of the work based upon the results of the final inspection.

Task 4.9: Shop Drawings, Samples and Submittals**Task 4.9.1 Submittal Schedule**

Contractor shall obtain from the general construction contractor a proposed shop drawing and submittal schedule, which will identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

Task 4.9.2 Review of Shop Drawings, Samples and Submittals

Contractor shall coordinate with the design team for the reviews of the general construction contractor's shop drawings, samples, and other submittals. Contractor shall log and track all shop drawings, samples and submittals.

Contractor's review of all shop drawings, samples and submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the general construction contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions. The level of effort includes review of up to 88 submittals including resubmittals allowed in the construction contract.

Task 4.9.3 Scope of Review

Contractor's scope shall be based upon the scope of work in the contract for construction and shall include a maximum of two submissions by the general construction contractor for each shop drawing, sample or submission. Should there be additional reviews required of Contractor and design team, Contractor may be entitled to additional compensation.

Task 4.9 Deliverables: Submittal log, submittal review comments.

Task 4.10: Contractor Clarifications and Requests for Information (RFI/CCIR)

Task 4.10.1: Requests for Information

Contractor shall review the general construction contractor's requests for information or clarification of the contract for construction. Contractor shall coordinate such review with the design team and with the City. Contractor shall coordinate and issue responses to the requests. The level of effort includes review and response of up to 30 requests for information.

Contractor shall log and track the general construction contractor's requests.

Task 4.10.2: Proposed Substitutions

Contractor shall assist the City in reviewing and responding to the general construction contractor's requests for substitution of materials and equipment. Contractor shall review such requests and advise the City as to the acceptability of such substitutions.

Task 4.10 Deliverables: Contractor request log, responses to requests.

Task 4.11: Safety

Contractor shall manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.

Contractor shall coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. Contractor shall coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose Contractor staff, or staff of Contractor subcontractors, to unsafe conditions.

Contractor shall notify affected personnel of any site conditions posing an imminent danger to them which Contractor observes.

Contractor is not responsible for health or safety precautions of construction workers. Contractor is not responsible for the general construction contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

4.12: Programming Assistance

Contractor will provide Wonderware programming assistance to the City. An allowance of 32 hours has been provided for this task.

Task 5 – Services During the Close-Out Phase

Contractor shall assist the City in closing out the contract for construction and commencement of the City's use of the completed work. Contractor's services will include the following:

Task 5.1: Substantial and Final Completion

Contractor shall assist the City in issuing documents for substantial completion and acceptance of the work. Contractor shall advise the City on payment and partial release of retention.

Contractor shall assist the City in issuing documents for final completion and acceptance of the work. Contractor shall advise the City on final payment, release of retention, and release of insurance and bonds.

Task 5.2: Occupancy and Start-Up Permits

Contractor shall assist the City with securing occupancy and start-up permits. Should the contract for construction require the general construction contractor to secure such permits, Contractor shall monitor the general construction contractor's efforts and will advise the City of the general construction contractor's progress. Should the City be required to secure such permits, Contractor shall assist the City by coordinating final inspections, submitting documents to Yamhill County and coordinating inspections by the County.

Task 5.3: Vendor Operation and Maintenance Manuals, Training

Contractor shall coordinate with the general construction contractor for the submission of required manuals provided by equipment suppliers for operation and maintenance and for training of the City's staff by the contractor.

Task 5.4: Warranties, Guarantees, Lien Releases

Contractor shall coordinate with the general construction contractor for the submission of required warranties, guarantees, lien releases and other similar documents as required by the contract for construction. Contractor shall advise the City as to the acceptability and compliance of these documents with the contract for construction.

Task 5.5: Close-out File and Records

Contractor shall provide to the City an organized set of project documents and records.

Task 5 Deliverables: Organized set of project documents and records.

Task 6 – Commissioning, Training and Warranty Services**Task 6.1 - Operations and Maintenance Manual**

Updates the WRF Operations and Maintenance Manual are not included.

Task 6.2 - Operation and Maintenance Training

An allowance of 8 hours is provided to review control system operation and maintenance features.

Task 6.2 Deliverables: Five copies of training materials.

Task 6.3 - Start-Up Support

Contractor shall furnish assistance to the City in plant startup and initial plant operation to the extent to be mutually agreed upon by both parties. This assistance includes:

- Assisting during the initial startup of the facilities by assisting the operating and maintenance personnel assigned by the City.

Task 6.3 Deliverables: Plan of Operation

Task 6.4 - Record Drawings

Contractor shall revise the original design drawings to reflect available record information provided by the general construction contractor and equipment suppliers. One CD-based electronic copy in AutoCAD format and three hard copies will be submitted to the City.

***Task 6.4 Deliverables:** Three 11 x 17 hard copies, one full size set, and one CD-based electronic copy in AutoCAD and PDF format.*

Task 6.5 - Warranty Period Services

Contractor shall provide the following warranty performance review services during the one-year warranty period to assist the City in coordinating corrections of deficient equipment or construction:

- Participate in an end-of-warranty period inspection one month prior to completion of the warranty period and provide a letter identifying any deficiencies found and recommended actions.
- Provide periodic onsite observation during correction of the deficiencies. Three (3) visits are included.

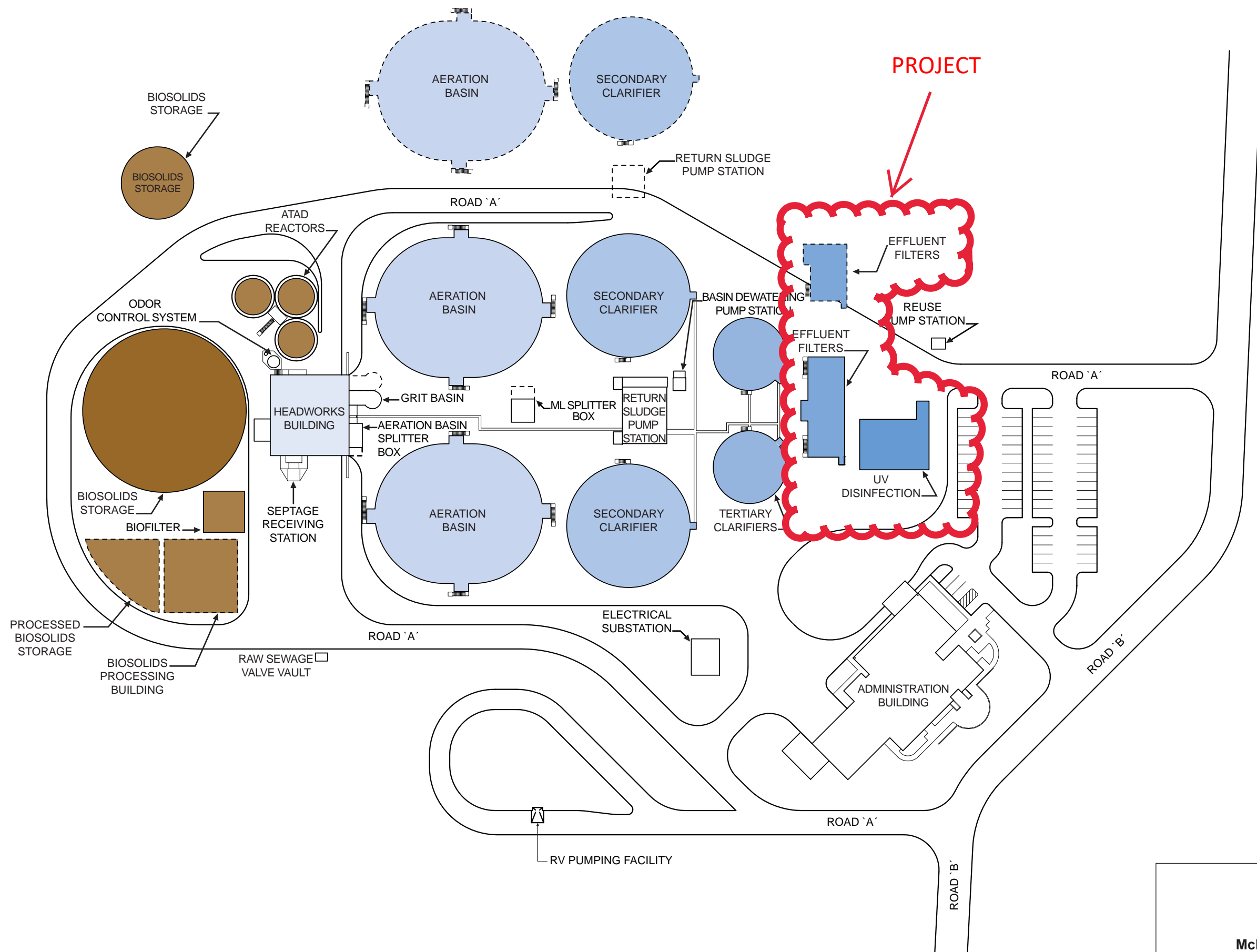
***Task 6.5 Deliverables:** Written warranty performance review findings, site visit notes.*

Task 7 - Additional Services

The Level of Effort includes an allowance for additional services that are requested by the City. The Contractor shall provide the services upon written authorization of the City.

Estimated Level of Effort
McMinnville WRF Tertiary Treatment and Disinfection
SDC

																		Subcontractor -- Ratec					
		Koch	Reynolds	Brown ADM/AP M	Chang	Yang	McHenry Structura I	Jackson	Harbert	Chandler	Steen Lead Tech	Riddle	Hurt Project Controls	Massie	Labor		Mileage and	Total CH Labor	Labor		Mileage and Expenses	Total Sub Labor and Expenses	TOTAL
Task No.	Task/Subtask	PM \$181.07	RI \$180.00	\$114.20	Mech \$182.82	Mech \$191.67	\$198.25	Coating \$294.00	Elec \$175.98	Civil \$125.90	\$104.50	Admin \$88.26	\$111.75	QC M \$304.27	Hours Total	\$ Total	Expenses	and Expenses	Hours	\$			
1.0	Project Management	\$17,028	\$ -	\$ 21,476	\$ -		\$ -		\$ -	\$ -	\$ -	\$ 1,059	\$ -	\$ -		\$39,561	\$2,500	\$42,061	6	\$ 720		\$ 720	\$42,781
	Task Hours	94	0	188	0		0		0	0	0	12	0	0	294								
4.0	Services During Construction	\$46,002	\$ 69,120	\$ 47,970	\$ 6,216	\$ 12,650	\$ 11,102	\$ 8,232	\$ 4,224	\$ 2,770	\$ -	\$ 17,299	\$ 2,682	\$ 2,434		\$230,700	\$13,500	\$244,200	103	\$ 12,360	\$ 540	\$ 12,900	\$257,100
4.1	Document Management System and Procedures	47		47								158			252								
4.2	Site Coordination	47		47											102								
4.3	Construction Contract Administration	47		47											94								
4.4	Changes	47		47		16	16		8	4					138								
4.5	As Built and Record Documents	8		8											16								
4.6	Claims and Disputes	8													8								
4.7	Project Controls	12		12									24		48								
4.8	Field Inspection		384	162		18	8								576		\$13,500						
4.9	Shop Drawings, Samples and Submittals	20		30	24	20	20	20	8	12		30		4	184								
4.10	Contractor Clarifications and Requests for Information (RFI/CCR)	10		20	10	12	12	8	8	6				4	90								
4.11	Safety														-								
4.12	Programming Assistance (Rawie)	8													8								
	Task Hours	254	384	420	34	66	56	28	24	22	0	196	24	8	1516								
5.0	Services During Close-out Phase	\$ 2,173	\$ 7,920	\$ 1,370	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,059	\$ -	\$ -		\$12,522		\$12,522	1	\$ 120		\$ 120	\$12,642
5.1	Substantial and Final Completion		20												20								
5.2	Occupancy and Start-Up Permits		8												8								
5.3	Vender Operation and Maintenance Manuals														8								
5.4	Warranties, Guarantees, Lien Releases		8												44								
5.5	Close-out File and Records	12	8	12								12			80								
	Task Hours	12	44	12	0	0	0	0	0	0	0	12	0	0	80								
6.0	Post Construction Phase Services	\$10,140	\$ -	\$ 7,537	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,135	\$ -	\$ -	\$ -		\$20,812	\$1,000	\$21,812	23	\$ 2,760	\$ 180	\$ 2,940	\$24,752
6.1	Operation and Maintenance Manual					0			0						0	\$0							
6.2	Operation and Maintenance Training	0		0	0	0			0						0	\$0							
6.3	Startup Support	20		30					0						50	\$7,047							
6.4	Record Drawings	6		20							30				56	\$6,505							
6.5	Warranty Period Services	30		16											46	\$7,259							
	Task Hours	56	0	66	0	0	0	0	0	0	30	0	0	0	152								
7.0	Additional Services Allowance	\$ -														\$0	\$10,000	\$10,000					\$10,000
	Task Hours														0								
															0								
	TOTAL HOURS	416	428	686	34	66	56	28	24	22	30	220	24	8	2042								
	LABOR COST	\$75,340	\$ 77,040	\$ 78,354	\$ 6,216	\$ 12,650	\$ 11,102	\$ 8,232	\$ 4,224	\$ 2,770	\$ 3,135	\$ 19,417	\$ 2,682	\$ 2,434		\$ 303,595	\$ 27,000	\$ 330,595	133	\$ 15,960	\$ 720	\$ 16,680	\$347,275



LEGEND

- Existing
- - - - New

Figure ES-8

McMinnville Water Reclamation Facility
 RECOMMENDED SITE PLAN AND PLANT LAYOUT



CITY OF MCMINNVILLE
FINANCE DEPARTMENT
230 NE SECOND STREET
MCMINNVILLE, OR 97128
503-434-7301

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: January 8, 2018
TO: Mayor and City Councilors
FROM: Marcia Baragary, Finance Director
SUBJECT: Resolution No. 2019-04: Appointments for vacant positions on the City's Budget Committee.

Background:

ORS 294.414(1) requires a local government to establish a budget committee for purposes of acting as the local government's fiscal planning advisory committee. The committee is comprised of the elected members of the governing body and an equal number of electors of the municipal corporation (i.e., qualified voters). The governing body appoints electors to the budget committee for three year terms.

There are currently two vacancies on the City's Budget Committee. The vacancies were advertised in the News Register on October 9, 2018 and November 13, 2018, as well as on the City website. We received six applications for the vacant positions.

Applications were received from Cherry Haas, Leanna Gautney, Pete Christensen, Roger Lizut, Michael Schick, Jerry Hart. Because Mr. Hart has several years of experience serving on the Committee, it was determined that he would not need to be interviewed. The other applicants were interviewed by members of the Audit Committee (Mayor Hill and Council President Menke) on December 7th, 2018.

Mayor Hill and Council President Menke recommend the reappointment of Jerry Hart for a 3-year term and the new appointment of Cherry Haas to a 3-year term.

Recommendation:

Staff recommends that City Council appoint candidates to the Budget Committee, as recommended by the Audit Committee.

RESOLUTION NO. 2019-04

A Resolution appointing Jerry Hart and Cherry Haas as representatives of the City of McMinnville Budget Committee.

RECITALS:

ORS 294.414(1) requires a local government to establish a budget committee for purposes of acting as the local government's fiscal planning advisory committee.

The Budget Committee is comprised of the elected governing body and an equal number of volunteer electors who are appointed by the governing body for three year terms.

There are currently two vacancies on the City of McMinnville Budget Committee. Six candidates applied for the vacant positions.

The City has advertised the vacancies in the local newspaper and posted the advertisement on the City's website.

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

1. The City Council appoints the following volunteers to the Budget Committee:

BUDGET COMMITTEE
(3-year term)

Jerry Hart

Cherry Haas

2. This Resolution and these appointments will take effect immediately.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 8th day of January, 2019 by the following votes:

Ayes:_____

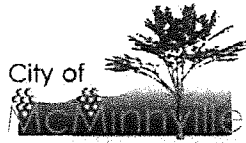
Nays:_____

Approved this 8th day of January, 2019.

MAYOR

Approved as to form:

CITY ATTORNEY



APPLICATION FOR SERVICE ON BOARD OR COMMISSION

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

Name: Cherry Haas

Home Phone: _____

Address: _____

Cell Phone: _____

McMinnville OR 97128

Work Phone: _____

Email: _____

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

- | | |
|---|---|
| <input type="checkbox"/> Advisory Board | <input type="checkbox"/> Landscape Review Committee |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> McMinnville Affordable Housing |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Task Force |
| <input checked="" type="checkbox"/> Budget Committee | <input type="checkbox"/> McMinnville Urban Renewal |
| <input type="checkbox"/> Citizens' Advisory Committee | <input type="checkbox"/> Advisory Committee (MURAC) |
| <input type="checkbox"/> Historic Landmark Committee | <input type="checkbox"/> Planning Commission |

Ward in which you reside (if applicable): _____

How many years have you lived in McMinnville? 6 months

Educational and occupational background: Education: BA Economics, Wellesley College, MBA Univ of Idaho, work background: 20 years business & financial planning, BoA, Potlatch, National Sales Mgr. H&R Security & Merchants Metals. I currently operate a strategic planning consulting business (Future Picked.com)

Why are you interested in serving? _____

I enjoy the budget & financial planning process, and think I could contribute to the budget activity for the city. In the past few years I served on the budget committee for my HOA (900 homes).

Date 11-15-18

Signed _____

Please return to City Hall, 230 NE Second Street, McMinnville, OR 97128



APPLICATION FOR SERVICE ON BOARD OR COMMISSION

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

Name: Jerry Hart Home Phone: n/a
Address: [REDACTED] Cell Phone: [REDACTED]
McMinnville OR 97128 Work Phone: n/a
Email: [REDACTED]

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

- | | |
|---|---|
| <input type="checkbox"/> Advisory Board | <input type="checkbox"/> Landscape Review Committee |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> McMinnville Affordable Housing |
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Task Force |
| <input checked="" type="checkbox"/> Budget Committee | <input type="checkbox"/> McMinnville Urban Renewal |
| <input type="checkbox"/> Citizens' Advisory Committee | <input type="checkbox"/> Advisory Committee (MURAC) |
| <input type="checkbox"/> Historic Landmark Committee | <input type="checkbox"/> Planning Commission |

Ward in which you reside (if applicable): _____

How many years have you lived in McMinnville? _____

Educational and occupational background: _____

Mac High - 1972
U of O - 1976
Lewis & Clark Law School 1980
Retired attorney

Why are you interested in serving? I have a long tenure on the budget committee and hopefully will bring ~~exp~~ experience and ~~per~~ perspective to the committee.
I would also be interested in serving on committees relating to the downtown or homelessness.

Date 10-2-2018 Signed [REDACTED]

Please return to City Hall, 230 NE Second Street, McMinnville, OR 97128

Received mg 10/9/18



City of McMinnville
Parks and Recreation Department
600 NE Evans Street
McMinnville, OR 97128
(503) 434-7310

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: December 28, 2018
TO: Jeff Towery, City Manager
FROM: Susan Muir, Parks and Recreation Director
SUBJECT: Bid Award – NW Neighborhood Park

Report in Brief:

This action is the consideration of a resolution to award a bid to C&M Excavation & Utilities, LLC for the construction of the NW Neighborhood Park.

Background:

The concept for this neighborhood park is for an inclusive, barrier free park, providing equipment that is challenging for all ages and abilities. The design achieves this by augmenting traditional recreational experiences to support inclusion and development for those who may be physically, mentally, socially or otherwise challenged, this park will welcome everyone. The creative design will allow everyone to access play opportunities based on their abilities. The NW Neighborhood Park has been in the works for several years and has been out to bid once previously. On May 31, 2018 the City invited bids and 3 responses, all of them higher than the budget and available resources. The City and designer went back to the drawing board and right-sized the design and project while still keeping the concept focused on the barrier free, inclusive design concept originally laid out with the community and neighborhood. On October 18, 2018 the City held a neighborhood meeting to discuss the park design and ultimately, used the input received at the neighborhood meeting for the final design in the recent bid.

At 2:00 PM on December 20, 2018, bids for the NW Neighborhood Park project were opened and read aloud. 6 bids were received and C&M Excavation & Utilities, LLC was deemed to be the lowest responsible bidder by completing all items properly. A detailed breakdown of the bids is available on file in the Engineering Department.

	C&M Excavation	Paul Brothers	R&R General	Tapani Inc.	Emery & Sons	Pacific Excavation
Base Bid	\$776,807.68	\$863,753.20	\$953,975.44	\$999,827.70	\$1,054,423.55	\$1,219,760.00
Add 1	\$18,900.00	\$16,000.00	\$22,913.00	\$22,500.00	\$20,000.00	\$20,000.00
Add 2	\$4,300.00	\$4,660.00	\$3,830.00	\$5,500.00	\$2,775.00	\$5,000.00
Total	\$800,007.68	\$884,413.20	\$980,718.44	\$1,027,827.70	\$1,077,198.55	\$1,244,760.00

Construction is expected to start in spring 2019 and the contract is drafted to expire on November 30, 2019 after construction is completed.

See attached vicinity map.

Discussion:

The project consists of several parts. The base bid includes construction of a neighborhood park including public sidewalk improvements, pathways, playground, group picnic shelter, landscape plantings and irrigations, and related infrastructure improvements. Add Alternate 1 is to replace non-irrigated seed mix with an irrigation system and finish lawn in the south area of the park. Add Alternate 2 is for musical instruments in the playground.

The basis of award includes these additive alternates.

Attachments:

1. Resolution
2. Vicinity Map
3. Park Plan
4. Playground Plan

Fiscal Impact:

Funds for this project are included in the adopted FY19 Park Development Fund (50) budget. This park has been generously supported by many donations and grants including contributions from the Collins Foundation, Kiwanis and Kiwanis International, the Oregon Community Foundation, Sunrise Rotary, the Ford Family Foundation an Oregon State Parks Local Government Grant as well as city funds. This park will be the final construction project from the \$9.1 million park bond from 2000.

Recommendation:

Staff recommends the City Council adopt the attached resolution approving the Base Bid and add alternates and awarding C&M Construction & Excavation the construction contract for the NW Neighborhood Park Project.

RESOLUTION NO. 2019-05

A Resolution awarding a bid for the NW Neighborhood Park, Project No. 2015-11.

RECITALS:

At 2:00 PM on December 20, 2018, bids for the NW Neighborhood Park project were opened and read aloud. 6 bids were received and C&M Excavation & Utilities, LLC was deemed to be the lowest responsible bidder by completing all items properly. A detailed breakdown of the bids is available on file in the Engineering Department.

The project consists of several parts. The base bid includes construction of a neighborhood park including public sidewalk improvements, pathways, playground, group picnic shelter, landscape plantings and irrigations, and related infrastructure improvements. Add Alternate 1 is for irrigation and turf on the southern portion of the site. Add Alternate 2 is for accessible music instruments in the playground.

The basis of award does include these additive alternates. Based on the bid price submitted by C&M Construction, the City will accept the additive alternates as part of this project and will package and rebid those items at a later date. Total Bid price for the base bid and add alternates is \$800,007.68.

Funding for the work is included in the adopted FY19 Park Development Fund (50).

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

1. That entry into Contract with C&M Excavation & Utilities, LLC Company for the NW Neighborhood Park, Project No. 2015-11, in the amount of \$800,007.68, is hereby approved.
2. The City Manager is hereby authorized and directed to execute the Contract with C&M Excavation & Utilities LLC.
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 January 2019 by the following votes:

Ayes: _____

Nays: _____

Approved this 8th day of January, 2019.

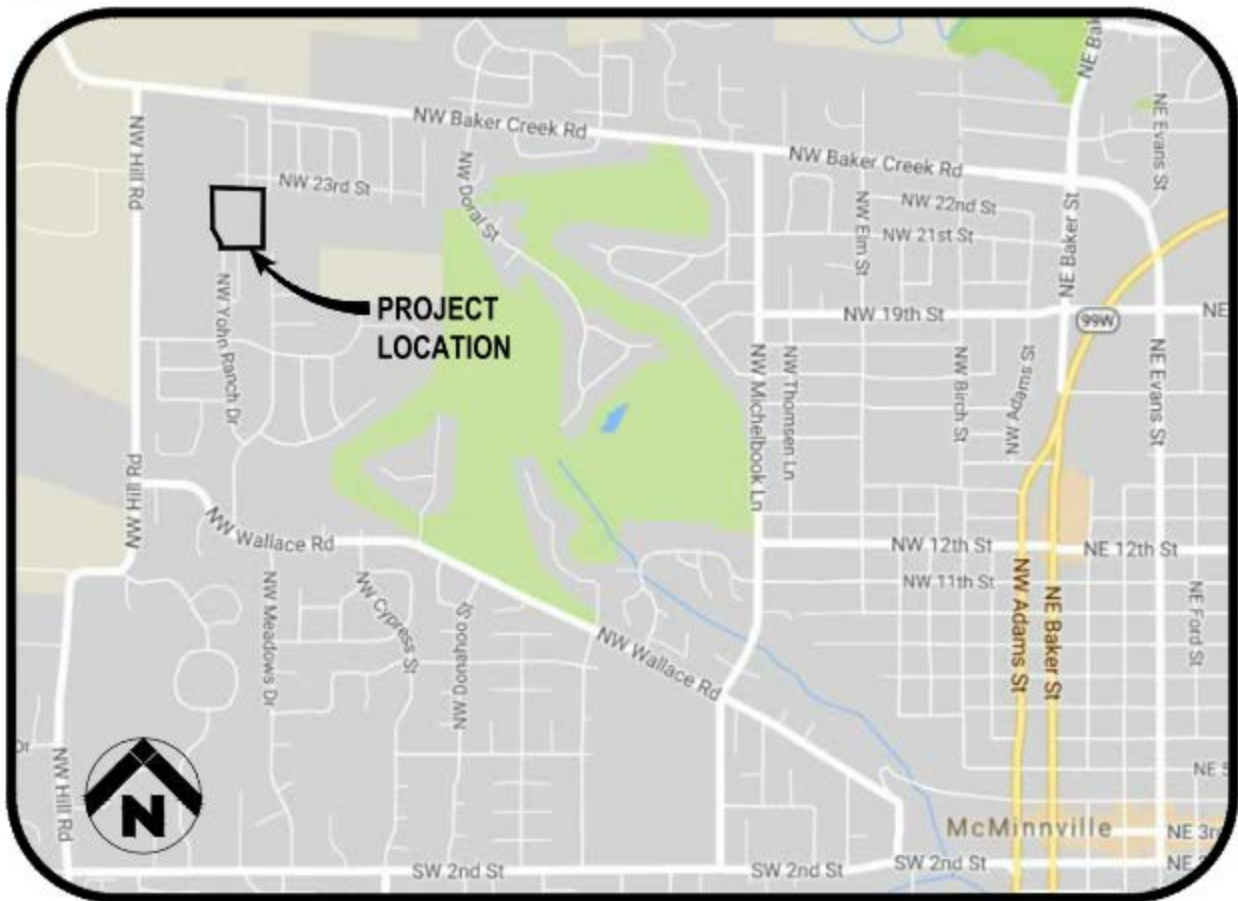
MAYOR

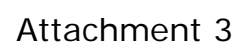
Approved as to form:

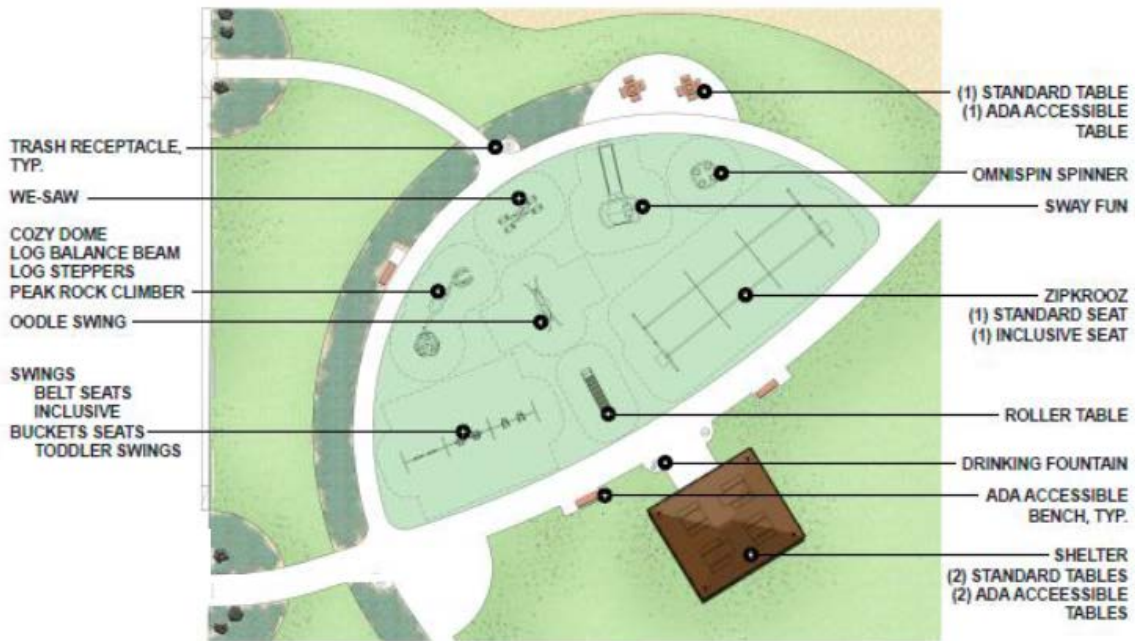
CITY ATTORNEY

VICINITY MAP

NO SCALE







NW NEIGHBORHOOD PARK PLAYGROUND CONCEPT PLANS



MacKay+Sposito



**City of McMinnville
Administration**
230 NE Second Street
McMinnville, OR 97128
(503) 434-7302

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: January 8, 2019
TO: Mayor and City Council
FROM: Jeff Towery, City Manager
VIA:
SUBJECT: Resolution Adopting Mac-Town 2032 Strategic Plan

Report in Brief:

Since the Council reviewed and commented on the draft plan during the October 9 work session, City staff and the consultant team have refined a proposed Vision, developed Success Measures and identified short-, medium- and long-term actions intended to implement the plan over the next 15 years.

Background:

The Mac-Town 2032 Strategic Planning Process is in its twelfth month and the third and final phase of work is now completed. Having articulated a broadly-held Vision for McMinnville, a Mission for the City Government, and some core community Values in Phase 1, BDS Planning kicked-off a series of staff and community work groups to express Goals and supporting Objectives for each of the seven Strategic Priority areas. Finally, in Phase 3, City staff have developed Actions that will help to achieve these Objectives and Success Measures to track progress over the course of the Plan's implementation.

Discussion:

Areas for focused Council review and feedback are anticipated to be the following: Vision, Success Measures, and Actions.

Upon adoption, the plan will provide the foundation for Council Team Building scheduled for January 25th and will be used to guide the preparation of the FY2019-2020 Budget as well as informing future policy deliberations by the City Council.

Attachments:

Attachment 1 – Transmittal Memo from BDS Planning
Attachment 2 – Resolution No. 2019-06
Attachment 3 – Strategic Plan (to be provided separately)

Recommendation:

Review the documents, ask questions and approve the resolution adopting the plan as presented (or as amended at the pleasure of the City Council).

To: Jeff Towery, City Manager

From: Brian Douglas Scott & Gabriel Silberblatt, BDS Planning & Urban Design

Re: MacTown 2032 Strategic Plan — Final Submittal

Date: January 2, 2019

BDS Planning is pleased to submit the final strategic plan document for the City Council's consideration.

The City and its partners should be commended for the Mac-Town 2032 strategic planning process, which combined the input of hundreds of McMinnville residents and workers with the focused effort of dozens of city staff and volunteer stakeholders. The effort was inclusive and intentional in its effort to reach out to those who are not always involved in such efforts.

The plan articulates a broadly-held **Vision** for McMinnville, a **Mission** for the City Government, and some core community **Values**. Staff and community members convened work groups to express **Goals** and supporting **Objectives** for each of the seven **Strategic Priority** areas identified by Council. We hope these outcome-oriented statements will help guide the City and Council in its decision-making over the next decade.

In the final phase of work, City staff have worked with BDS to develop specific **Actions** that will help to achieve these Objectives and **Success Measures** to track progress over the course of the Plan's implementation. The final plan identifies a series of priority actions under each objective, and provides further detail about the timeline, stakeholders, and anticipated financial impact for each of these prioritized actions.

We thank you for the opportunity to work alongside you in this effort and hope that you feel the final product is as useful and compelling as we do.

RESOLUTION NO. 2019-06

A Resolution adopting the Mac-Town 2032 Strategic Plan.

RECITALS:

In January 2018, the City of McMinnville initiated a citywide strategic planning process to help guide its policy priorities and budget allocations moving forward; and

The process was designed to leverage the dedication of McMinnville's existing public and private leadership, while also intentionally reaching out to the city's residents who are often less involved; and

Over 128 community members (plus 1,000 survey takers) participated in the planning process; and

A Vision, Mission and Values have been identified through the process:

- Vision: A collaborative and caring city inspiring an exceptional quality of life.
- Mission: The City of McMinnville delivers high-quality services in collaboration with partners for a prosperous, safe, and livable community.
- Values: Stewardship, Equity, Courage and Accountability.

The following strategic priorities require special focus by the City in the next fifteen years. In order to move McMinnville toward its Vision, the City believes it will need to make disproportionate investments in time and financial resources in the follow seven Strategic Priorities:

1. City Government Capacity: Strengthen the City's ability to priorities and deliver municipal services with discipline and focus.
2. Civic Leadership: Encourage a variety of leadership development opportunities to foster a culture of civic pride and involvement.
3. Community Safety and Resiliency: Proactively plan for and responsively maintain a safe and resilient community.
4. Economic Prosperity: Provide economic opportunity for all residents through sustainable growth across a balanced array of traditional and innovative industry sectors.
5. Engagement and Inclusion: Create a culture of acceptance and mutual respect that acknowledges differences and strives for equity.
6. Growth and Development Character: Guide growth and development strategically, responsively, and responsibly to enhance our unique character.
7. Housing Opportunities (across the income spectrum): Create diverse housing opportunities that support great neighborhoods.

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

1. Based on the above recitals, which are incorporated herein, the City Council, thanks and commends City Staff, Civic Partners, Community Members, the Project Leadership Team and the Economic Development Team City Staff for their work on the Mac-Town 2032 Strategic Planning Process.
2. The Mac-Town 2032 Strategic Plan dated January 8, 2019 is hereby adopted and shall be an official document of the City of McMinnville. A copy of the Strategy is marked "Exhibit A" attached hereto and incorporated by reference as if fully set forth herein; and.
2. 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 January, 2019 by the following votes:

Ayes: _____

Nays: _____

Approved this 8th day of January, 2019.

MAYOR

Approved as to Form:

CITY ATTORNEY

CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND
October 2018

FUND #	FUND NAME	GENERAL OPERATING		
		CASH IN BANK	INVESTMENT	TOTAL
01	General	\$1,127,854.89	\$1,907,857.02	\$3,035,711.91
05	Special Assessment	646.80	151,618.82	152,265.62
07	Transient Lodging Tax	10.26	105,000.00	105,010.26
10	Telecommunications	830.86	1,030.00	1,860.86
15	Emergency Communications	257.16	104,094.81	104,351.97
20	Street (State Tax)	223.73	1,923,221.39	1,923,445.12
25	Airport Maintenance	941.33	132,749.03	133,690.36
45	Transportation	779.67	8,478,114.98	8,478,894.65
50	Park Development	909.95	1,386,812.98	1,387,722.93
58	Urban Renewal	265.60	280,800.88	281,066.48
59	Urban Renewal Debt Service	288.00	184,256.81	184,544.81
60	Debt Service	178.88	282,851.30	283,030.18
70	Building	955.53	1,229,500.00	1,230,455.53
75	Sewer	414.28	1,244,763.12	1,245,177.40
77	Sewer Capital	889.71	26,621,103.65	26,621,993.36
79	Ambulance	279.35	(481,164.72)	(480,885.37)
80	Information Systems & Services	395.76	214,713.61	215,109.37
85	Insurance Reserve	558.81	1,867,290.54	1,867,849.35
CITY TOTALS		1,136,680.57	45,634,614.22	46,771,294.79

MATURITY DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST	CASH VALUE
			RATE	
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.20%	\$ 1,136,680.57
N/A	Key Bank of Oregon	Money Market Savings Account	0.02%	13,007,719.10
N/A	State of Oregon	Local Government Investment Pool (LGIP)	2.25%	23,448,691.92
N/A	State of Oregon	Park Improvement Bonds (LGIP)	2.25%	653,818.50
N/A	State of Oregon	Transportation Bond (LGIP)	2.25%	7,585,630.70
N/A	State of Oregon	Urban Renewal Loan Proceeds (LGIP)	2.25%	280,059.73
N/A	MassMutual Financial Group	Group Annuity	3.00%	658,694.27
				<u>\$ 46,771,294.79</u>