

**CITY COUNCIL MEETING  
McMinnville, Oregon**

**AGENDA**

**McMINNVILLE CIVIC HALL  
200 NE SECOND STREET**

**June 14, 2016  
6:00 p.m. – Informal Dinner Meeting  
7:00 p.m. – Regular Council Meeting**

Welcome! All persons addressing the Council will please use the table at the front of the Board Room. 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."

***NOTE: The Dinner Meeting will be held at the McMinnville Civic Hall and will begin at 6:00 p.m.***

CITY MANAGER'S SUMMARY MEMO

- a. City Manager's Summary Memorandum

CALL TO ORDER

PLEDGE OF ALLEGIANCE

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:*

- 1) a topic already on the agenda;*
- 2) a matter in litigation,*
- 3) a quasi judicial land use matter; or,*
- 4) a matter scheduled for public hearing at some future date.*

*The Mayor may limit the duration of these comments.*

1. CONSENT AGENDA

CONSIDER MINUTES OF THE MARCH 8, 2016 DINNER AND REGULAR MEETINGS

- b. **Resolution No. 2016 - 30:** A Resolution regarding the award of the contract for the construction of the 2016 Slurry Seal, Project 2016-9.
- c. **Resolution No. 2016 - 31:** A resolution approving a lease with Konect Aviation Oregon LLC to provide Fixed Base Operator and Airport Management Services at McMinnville Municipal Airport.

2. PUBLIC HEARING

- a. 7:00 p.m. Public Hearing - Regarding Renewal of the Downtown Economic Improvement District

- b. **Ordinance No. 5005:** Extending the duration of the McMinnville Downtown Economic Improvement Assessment District
  - c. 7:00 p.m. Public Hearing - Regarding the Proposed 2016 - 2017 Proposed Budget as approved by the Budget Committee
  - d. 7:00 p.m. Public Hearing - Regarding the Proposed Uses of State Revenue Sharing for Fiscal Year 2016 - 2017
3. NEW BUSINESS
- a. Presentation: Dave Larmouth from Recology Western Oregon regarding Proposed Rates
  - b. Presentation: Hill Road Transportation Bond Project
  - c. Presentation: Police Department Investigation Team
  - d. Request to Initiate Legislative Zoning Ordinance Amendment
4. ADVICE / INFORMATION ITEMS
- a. Reports from Councilors on Committee and Board Assignments
  - b. Department Head Reports
  - c. City of McMinnville Building Division Reports for the Period Ending May 31, 2016
5. ADJOURNMENT



**City Council- Regular**

**Meeting Date:** 06/14/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

---

**AGENDA ITEM:**

City Manager's Summary Memorandum

**BACKGROUND:**

Please see attached summary memorandum from City Manager Meeker.

---

**Attachments**

Summary Memorandum

---



**DATE:** June 7<sup>th</sup>, 2016

**TO:** Mayor and City Council

**FROM:** Martha Meeker, City Manager

**SUBJECT:** Agendas for the McMinnville City Council Session and the Urban Renewal Agency Meeting for June 14<sup>th</sup>, 2016

#### **CONSENT AGENDA**

The following items are considered routine and will be enacted by one motion without separate discussion on each item. If a Council member (or a citizen through a Council member) wishes additional time on a particular topic, it will be removed from the Consent Agenda and considered separately.

#### **MINUTES OF THE MARCH 8<sup>th</sup>, 2016 DINNER AND REGULAR MEETINGS**

#### **RESOLUTION AWARDING THE CONTRACT FOR THE 2016 SLURRY SEAL PROJECT**

In May, the City opened the bid process for the 2016 Slurry Seal project and based on a review of the submitted bids, Pave Northwest was deemed the lowest responsible and responsive bid at \$89,740.

#### **RESOLUTION APPROVING A FIXED BASE OPERATOR LEASE AND AGREEMENT FOR FBO AND AIRPORT MANAGER SERVICES**

In January 2016, the City Council approved the lease transfer from Cirrus Aviation to Konect Aviation Oregon for Fixed Base Services. This lease expires on June 30<sup>th</sup> and the Staff and Konect are proposing a new contract to continue Konect's services at the airport in the dual role of Fixed Base Operator and Airport Manager. The proposed lease is for a period of ten years with an option to extend the lease for one 10-year term (20 years total). There are cost escalators based on the Portland CPI built into the lease to adjust for inflation for Lessee rent and Airport Management Services. The lease also allows a 15% markup for administration and overhead on other services such as maintenance and repairs on airport property and 20% fee for Airport owned hangar rents. A pro-rated fuel flowage fee remains in effect.

## REGULAR AGENDA

### PUBLIC HEARINGS

#### ➤ **Extending the Duration of the Downtown EID**

In 1986, the City Council responded to high vacancies and competition from big box retail with a Downtown Economic Improvement District. Since then, this “DEID” has been renewed every three years with the next renewal period starting August 1<sup>st</sup>, 2016 and continuing through July 31<sup>st</sup>, 2019.

The district encompasses a 36 block area and generates approximately \$74,000 per year from property assessments. DEID assessments are being recommended to remain at the 2013-2016 levels with rates based at \$0.75 per square foot for properties in Zone 1 (primarily the downtown portion of 3rd Street) and \$0.375 per square foot for properties in Zone 2 (downtown portions of 2nd Street and 4th Street) Also, upon request from the MDA Board, the staff is recommending the title of the MDA Manager be updated to reflect MDA “Executive Director”.

These DEID funds are collected by the City but administered by the McMinnville Downtown Association for beautification, economic improvements, marketing, and general expenses. For note, public property, churches, and residences are exempt from the property assessments.

Notices of the public hearing and proposed assessments were sent to all properties within the district on April 26<sup>th</sup>. If written objections are received at the public hearing from property owners totaling more than 33% of the total levy amount, the DEID must be terminated. Barring this, the Council may renew the District by adopting the associated ordinance.

#### ➤ **2016-2017 Proposed Budget**

This public hearing is required as part of the local government budget process and is a follow-up to the May 18<sup>th</sup>, 2016 Budget Committee meeting. Formal legislative action on the budget is scheduled for the June 28<sup>th</sup>, 2016 regular Council meeting.

#### ➤ **Proposed Uses of State Revenue Sharing for Fiscal Year 2016 – 2017**

This public hearing is for the purpose of hearing public testimony with regard to the proposed use of state shared revenues, i.e., liquor, cigarette, gas tax, and state shared revenue.

### PRESENTATIONS

- **Dave Larmouth: Proposed rate adjustments for Recology Western Oregon**
- **Hill Road Transportation Bond Project Update**
- **Police Department Investigation Team**
- **Planning Department – Initiating a Legislative Zoning Ordinance Amendment Affecting Restrictions on Marijuana within 1,000 feet of a Preschool**

<b>URBAN RENEWAL AGENCY</b>
-----------------------------

➤ **PUBLIC HEARING**

**Regarding the Proposed 2016 - 2017 Proposed Budget**

This public hearing is required as part of the local government budget process and is a follow-up to the May 18<sup>th</sup>, 2016 Urban Renewal Budget Committee meeting. Formal legislative action on the budget is scheduled for June 28<sup>th</sup>, 2016.



**City Council- Regular**

**Meeting Date:** 06/14/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

---

**AGENDA ITEM:**

CONSIDER MINUTES OF THE MARCH 8, 2016 DINNER AND REGULAR MEETINGS

**BACKGROUND:**

---

**Attachments**

March 8, 2016 Minutes

---

CITY OF McMinnville  
MINUTES OF DINNER MEETING of the McMinnville City Council  
Held at the Kent L. Taylor Civic Hall on Gormley Plaza  
McMinnville, Oregon

Tuesday, March 8, 2016, at 6:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

Councilors:	<u>Present</u>	<u>Excused Absence</u>
	Scott Hill Kevin Jeffries Larry Yoder	Kellie Menke Alan Ruden Remy Drabkin

Also present were City Manager Martha Meeker, City Attorney David Koch, Planning Director Doug Montgomery, Fire Chief Rich Leipfert, Community Development Director Mike Bisset, Police Chief Matt Scales, and members of the news media, Don Iler of the *News Register*, and Dave Adams of KLYC Radio.

DINNER

CALL TO ORDER: Mayor Olson called the Dinner Meeting to order at 6:28 p.m. and welcomed all in attendance. He noted that Councilor Drabkin had been excused from the evening's meetings.

HISTORICAL REVIEW OF POLICE ACTIVITY IN THE DOWNTOWN CORE AREA: Police Chief Scales gave a statistical report of police activity in the downtown core area. He reported that since 2012, calls for service had increased approximately 38 percent with a 13 percent increase in criminal complaints. He explained that in 2015, because of the increased call volume, he spoke with the ministerial team at the Coop Ministries about how to mitigate the negative situations that were being reported. He noted that they have done an admirable job in easing the unpleasant state of affairs. Additionally, Police Officer Heidt has been assigned the liaison position between the Police Department and the homeless. The Park Rangers were a very helpful added presence in the downtown area during the summer of 2015. Chief Scales reported that he and his Department continue to work with the City Attorney on matters related to the homeless and the downtown area. He pointed out that many of the activities being observed are constitutionally protected.

UPDATE REGARDING SIGN ORDINANCE AMORTIZATION REQUIREMENTS: Planning Director Montgomery reviewed the history of the City's sign ordinance and advised that when the ordinance was adopted in 2008, there was a clause in it that required all the non-conforming signs to be brought within the new regulations within eight years. Nearly eight years have passed and many signs continue to be non-conforming. Prior to sending out approximately 160 years to the business owners, staff wished to make sure Council wanted to move forward with the ordinance.

Mayor Olson stated that since McMinnville is still coming out of the recession, perhaps it might be best if the non-conforming signs were grandfathered until such time as the business changed ownership or the



occupancy of the site changed. Following discussion, it was determined that additional discussion on the topic was needed and it would occur during the Regular Meeting.

RESOLUTIONS: Fire Chief Leipfert discussed the need for a fee schedule that allows the Fire Department to recover costs for services allowed within the International Fire Code as adopted by the State of Oregon. Chief Leipfert explained that ordinances in place within the Municipal Code allow the Department to enforce the Fire Code as adopted by the State of Oregon. Historically, the Department has played the part of educator; however, there are often problematic repeat offenders. He explained that the adoption of the proposed resolution would allow staff to charge fees and issue citations.

Chief Leipfert also reported on the purchase of used ambulances from the City of Portland and the savings from those purchases. He also reported that he continues to work in partnership with the Amity Fire District and that staff continues to work through the union's demand to bargain. He stated that staff continues to look at soliciting partnerships via a limited Intergovernmental Agreement, functional consolidation, or formation of a new fire district. He referenced the Eugene - Springfield consolidation and explained that the reason consolidations are occurring is the lack of funding available to meet the growing needs of the departments.

Community Development Director Bisset stated that the Cook School Sanitary Sewer Rehabilitation Project was scheduled for the summer of 2016. He noted that the scope of the project included the repair or replacement of 9,382 linear feet of sanitary sewer mainline, the installation of 1,675 linear feet of new storm sewer pipe, and other associated work.

ADJOURNMENT: Mayor Olson adjourned the Dinner Meeting at 6:59 p.m.

---

Rose A. Lorenzen, Recording Secretary

CITY OF McMinnville  
MINUTES OF REGULAR MEETING of the McMinnville City Council  
Held at the Kent L. Taylor Civic Hall on Gormley Plaza  
McMinnville, Oregon

Tuesday, March 8, 2016 at 7:00 p.m.

Presiding: Rick Olson, Mayor

Recording: Rose A. Lorenzen, Recording Secretary

Councilors: Present Excused Absence

Scott Hill                      Kellie Menke                      Remy Drabkin  
Kevin Jeffries                  Alan Ruden  
   Larry Yoder

Also present were City Manager Martha Meeker, City Attorney David Koch, Planning Director Doug Montgomery, Fire Chief Rich Leipfert, Community Development Director Mike Bisset, Police Chief Matt Scales, Parks and Recreation Director Jay Pearson, Fire Marshal Debbie McDermott, and members of the news media, Don Iler of the *News Register*, and Dave Adams of KLYC Radio.

AGENDA ITEM

CALL TO ORDER: Mayor Olson called the meeting to order at 7:00 p.m. and welcomed all in attendance.

PLEDGE OF ALLEGIANCE: Councilor Yoder led in the recitation of the Pledge of Allegiance.

INVITATION TO CITIZENS FOR PUBLIC COMMENT: Mayor Olson asked for comments from citizens on topics not on the evening's agenda. Jim Galba, 524 SW Drumwood, advised the Mayor and City Council that with regard to the NE Gateway District overlay in an M-2 industrial zoned area, he would be appealing the decision of the Planning Director.

CONSIDER MINUTES: Councilor Hill MOVED to approve the minutes of the December 8, 2015 Dinner and Regular Meeting minutes; SECONDED by Councilor Ruden. Motion PASSED unanimously.

1                                      NEW BUSINESS

1 a                                      HISTORICAL REVIEW OF POLICE ACTIVITY IN THE DOWNTOWN CORE: Mayor Olson welcomed Police Chief Matt Scales. Chief Scales thanked the Mayor and City Council for the opportunity to review the level of police activity in the downtown core area with them. He explained that he had pulled data from First to Fifth Streets and from Adams to Irvine Streets. The data pull is from 2012 - 2015. He stated that, not surprisingly, the number of calls for service is up a total of 38 percent with an additional 13 percent increase in criminal complaints. He noted that because the downtown is busier, this is not unusual. During the data pull, common threads were identified. There were high calls for disturbances, mental health complaints, and fights. Additionally, officers are being proactive with bar checks and increased field activity. He explained that a high call area was the Coop Ministries; however, the new pastor has done an admirable job and is doing a great deal to mitigate as much impact as possible. They are trespassing people who do not follow the rules and they are taking the lead in being good neighbors.

Chief Scales stated that Parks and Recreation Director Pearson and the McMinnville Downtown Association (MDA) have worked to expand the Park Ranger program. The extra eyes, along with enforcement authority, help to build rapport with those who are sometimes causing trouble. The Park Rangers have the ability to radio other officers if they see a situation that they cannot handle. Additionally, an officer has been making daily contacts with folks in this area and is ensuring they understand the officers' expectations. He also is taking an active role in ensuring the businesses behind Third Street are abiding by the law. Chief Scales reported that when officers encounter individuals who are experiencing mental health crises, they connect the individual with Yamhill County Mental Health.

Chief Scales spoke about the importance of crime prevention through environmental design - such as natural surveillance, interior and exterior lighting of businesses, natural access, natural barriers, and making sure that broken items, such as windows, are repaired and are in good working order. He stated that moving forward the Police Department personnel will continue to educate people about respectful behavior. Although some people will never comply, officers will do their best to identify and hold offenders accountable. He cautioned that some behaviors, such as cussing, congregating, etc., are constitutionally protected.

Councilor Hill thanked Chief Scales and suggested that this information needs to be more widespread. He suggested that perhaps a View Points article in the *News Register* might be a good way to get the message out.

Councilor Jefferies thanked Chief Scales for the update and asked about people who are a recurring problem. Chief Scales responded that sometimes around the churches people are visibly intoxicated. He pointed out that Yamhill County has many resources available through its court system and through various mental health programs. He also noted that all of the area pastors are aware of the behavioral expectations. He also pointed out that big events in the downtown area are call drivers.

Mayor Olson thanked Chief Scales and stated that as a Council, they take this issue very seriously and while they will take a leadership role in this matter, it is not the City's to solve alone. Working with all the parties, they will come to a solution.

Chief Scales thanked Captain Marks and Records Specialist Zemlicka for their help in pulling all the data for this presentation.

Mark Davis, 652 SE Washington, thanked Chief Scales and noted that the residential areas in the core area also need to be proactive. It will take everyone to make sure the issues are handled appropriately.

J. W. Millegan, 624 NE Second Street, stated that he really appreciated the safer feel of the neighborhood. He stated that although no one can let his/her guard down, the situation feels better.

1 b

UPDATE REGARDING SIGN ORDINANCE AMORTIZATION REQUIREMENTS: Planning Director Montgomery gave a brief historical overview regarding the City's sign ordinance amortization requirements. The amortization clause in the ordinance states that all nonconforming signs will be brought into compliance by November 2016. Within one year, staff will have to provide written notice to about 160 business and property owners. He stated that before staff moves forward on this project, he wanted to bring it to the Council's attention and make sure all wished to move forward.

Council discussion ensued. It was noted that the Council appreciated those who have complied, yet how do you protect them from those who have not complied. Staff resources are limited and it may take longer to fix than projected - it may take two to four years to gradually get the enforcement done. With respect to the new businesses and those who have complied, the City Council cannot ignore those who have not complied. They have had seven years to comply. Let City Attorney Koch research the legal problems the City could face if it pushes too hard for compliance. By consensus, the City Council agreed to ask City Attorney Koch to research the matter and report back to them at the April 26, 2016 City Council meeting.

2

RESOLUTIONS

2 a

PROVIDING FOR A FEE SCHEDULE THAT ALLOWS THE FIRE DEPARTMENT TO RECOVER COSTS FOR SERVICES ALLOWED WITHIN THE INTERNATIONAL FIRE CODE AS ADOPTED BY THE STATE OF OREGON: Fire Chief Leipfert explained that currently, within the Municipal Code, ordinances allow for enforcement of fire codes and the adoption of the most current State of Oregon code. He explained that historically, Chief McDermott and her staff have worked hard on educating citizens and businesses, but there are people and businesses in the community that are not compliance. Staff has no way to enforce. There are illegal burns, fireworks stands, and large events. These are but a few of the unenforceable issues that the Department sees. A fee schedule is one way to help staff dedicate the time necessary to work with repeat offenders.

Chief McDermott explained that their goal is to educate individuals about why it is important that they comply. Sometimes staff needs resources available to make offenders comply. She stated that staff believes if there is a fee associated with the matter, individuals will pay more attention to the law. She assured the Council that fees would not be assessed as long as the individuals were working toward compliance. Fire Chief Leipfert agreed and

stated that it was not the Department's intent to tie up the Court with frivolous citations. Their goal was to educate, not to project a revenue driver, but an enforcement tool if education does not work.

Councilor Ruden MOVED to adopt Resolution No. 2016-11 providing for a fee schedule that allows the Fire Department to recover costs for services allowed within the International Fire Code as adopted by the State of Oregon; SECONDED by Councilor Menke. Motion PASSED unanimously.

2 b

AWARDING THE CONTRACT FOR THE COOK SCHOOL SANITARY SEWER REHABILITATION PROJECT, PROJECT 2014-9: Community Development Director Bisset referenced his brief memorandum located in the informational packet and advised that on February 23, 2016, the following four bids were received, opened, and read aloud:

BIDDER	SCHEDULE A (Fund 77)	SCHEDULE B (Fund 45)	SCHEDULE C (Fund 45)	<b>TOTAL</b>
Emery & Sons Construction Group	\$2,024,475.00	\$388,028.00	\$241,010.00	\$2,653,513.00
Landis & Landis Construction	\$2,078,694.65	\$392,589.00	\$245,507/25	\$2,727,790.90
C & M Construction	\$2,081,571.00	\$411,684.00	\$268,545.00	\$2,761,800.00
Canby Excavation	\$2,263,427.00	\$422,255.80	\$277,936.00	\$2,963,618.80

Mr. Bisset advised that the construction estimate for the project work was \$2,750,000. He explained that the work is located in the general vicinity of Cook Elementary School and includes sanitary sewer rehabilitation including the repair or replacement of 9,382 linear feet of sanitary sewer mainline and the installation of 1,675 linear feet of new storm sewer pipe which continues the City's efforts to reduce inflow and infiltration (I&I) (Schedule "A"). The project also includes overlay of area streets and the upgrade of area curb ramps to current accessibility standards (Schedule "B"); and repaving of area streets using a portion of the City's allotment of state gas tax revenues (Schedule "C"). Mr. Bisset stated that it was staff's recommendation to award the contract to the lowest, responsible bidder, Emery & Sons Construction Group in the amount of \$2,653,513.00.

Responding to Councilor Jeffries' inquiry, Mr. Bisset advised that staff will identify and send notices to the entire area located within the project zone. If the City identifies a lateral sewer problem, the homeowner is asked to correct the problem. They are given a full year to make necessary repairs and those who do not comply will incur penalties that are assessed until the repair is completed. If the home owner does not comply, a lien is placed on the property and when the property is sold, the new owner receives notification and understands the need to repair the sewer lateral. He advised that the I & I program has been very successful.

Councilor Yoder MOVED to adopt Resolution No. 2016-12 a resolution awarding the contract for the Cook School Sanitary Sewer Rehabilitation Project, Project 2014-9; SECONDED by Councilor Jeffries. Motion PASSED unanimously.

3                   ADVICE / INFORMATION ITEMS

3 a                REPORTS FROM COUNCILORS ON COMMITTEE AND BOARD ASSIGNMENTS:  
Each Councilor present gave a brief report.

3 b                DEPARTMENT HEAD REPORTS: Each department head present gave  
a brief report.

4                   ADJOURNMENT: Mayor Olson adjourned the meeting at 8:10  
p.m.

---

Rose A. Lorenzen, Recording Secretary



**City Council- Regular**

**Meeting Date:** 06/14/2016

**Subject:** Resolution awarding 2016 Slurry Seal contract

**From:** Mike Bisset, Community Development Director

---

**AGENDA ITEM:**

**Resolution No. 2016 - 30:** A Resolution regarding the award of the contract for the construction of the 2016 Slurry Seal, Project 2016-9.

**BACKGROUND:**

The bid opening for the project to apply slurry sealant to the surface of various City streets (see attached project information sheets) was held at 2:00pm on Thursday, June 2, 2016 at the Community Development Center Conference Room. Three bids were received, opened, and publicly read. The summary of the received bids is follows (a copy of the detailed bid tabulation is available at the City Engineer's office):

<b>Pave Northwest</b>	\$89,740.00
<b>Blackline Inc.</b>	\$94,325.00
<b>VSS International Inc.</b>	\$95,389.00

The bids were checked for completeness, including a review of the following:

- Was the bid submitted, on time, in a properly sealed and labeled envelope?
- Was the Bid Form properly filled out and executed?
- Did the Bidder provide a Bid Bond?

All of the submitted bids met these requirements, and Pave Northwest was deemed the lowest responsive bidder.

The City began utilizing slurry seal as a preventative maintenance strategy in 2008. Slurry seal is an asphalt emulsion with very small aggregate. It fills in small cracks and seals the pavement to help extend useful pavement life.

Funding for the project is included in the Transportation Fund (fund 45) budget. The project work is scheduled to begin in July and is to be completed by August 26, 2016.

**RECOMMENDATION:**

Staff recommends that the City Council award the contract for the 2016 Slurry Seal, Project 2016-9, to PaveNorthwest in the amount of \$89,740.00.

---

**Attachments**

RESOLUTION  
MAP & INFO SHEETS

---



RESOLUTION NO. 2016 - 30

A Resolution regarding the award of the contract for the construction of the 2016 Slurry Seal, Project 2016-9.

RECITALS:

On Thursday, June 2, 2016, bids were received, opened, and publicly read for the construction of the 2016 Slurry Seal project. Three bids were received. All bids were complete and met the City's requirements

The bid from Pave Northwest, in the amount of \$89,740.00, was deemed to be the lowest responsible and responsive bid.

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

1. That entry into a contract between the City of McMinnville and Pave Northwest for the construction of the 2016 Slurry Seal, in the amount of \$89,740.00, and with a substantial completion date of August 26, 2014, is hereby approved.
2. The City Manager is hereby authorized and directed to execute the contract for the 2016 Slurry Seal, Project 2016-9.
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 14th day of June 2016 by the following votes:

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

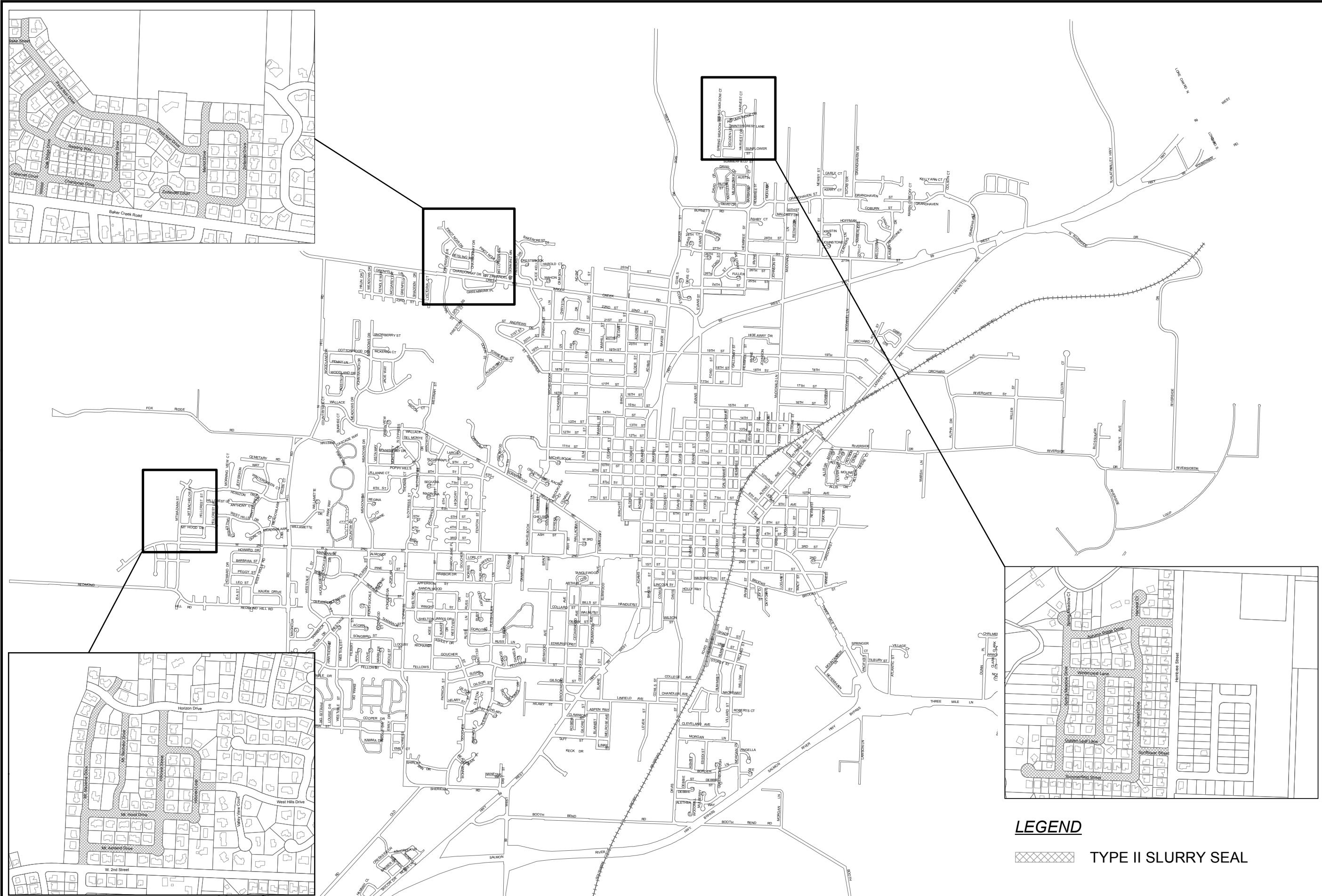
Nays: \_\_\_\_\_


Approved this 14th day of June 2016.

\_\_\_\_\_  
MAYOR

Approved as to form:

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



**LEGEND**  
 TYPE II SLURRY SEAL

Scale: As Indicated  
 Drawn: DMR  
 Checked: DM/RM  
 Date: May 2, 2016  
 Project 2016-9  
 SHEET 1 of 4

**CITY OF MCMINNVILLE  
 ENGINEERING DEPARTMENT  
 2016 SLURRY SEAL PROJECT  
 VICINITY MAP**





City of McMinnville

# 2016 Pavement Preservation Program

Slurry Seal Project Information

## Autumn Ridge Slurry Seal Preservation Project

*Type II slurry seal application to the streets in the Autumn Ridge area*

### Project Location

Neighborhood streets in the Autumn Ridge subdivision.

### Project Overview

This project consists of slurry seal application on residential streets in this neighborhood. Slurry seal is a versatile and cost effective way to preserve and protect the street surface; and it will extend the life of the existing roadway by protecting it from the effects of weathering and wear.

### What To Expect

The slurry seal will be applied on warm, dry days, and the slurry seal will dry in several hours. **On the day of application the street will be closed to all traffic and no parking will be allowed until the new coating is dry.** Watch for construction signs, no parking signs and informational flyers prior to, and as the work progresses.

### Construction Schedule

July/August 2016. Neighborhood notices will be posted prior to the beginning of the project and project schedules mailed to residents.

### Construction Contractor

PaveNorthwest of Eugene. The work will be reviewed and approved by City inspectors.

### Project Cost

The City is performing street slurry seal work on approximately 3.2 miles of City streets in this area, with a total project cost of approximately \$89,750. There will be no costs related to this work assessed to area residents.

### For More Information

David Renshaw, Public Works Superintendent

503.434.7316

[david.renshaw@mcminnvilleoregon.gov](mailto:david.renshaw@mcminnvilleoregon.gov)





City of McMinnville

# 2016 Pavement Preservation Program

Slurry Seal Project Information

## Hillcrest Slurry Seal Preservation Project

*Type II slurry seal application to the streets in the Hillcrest area*

### Project Location

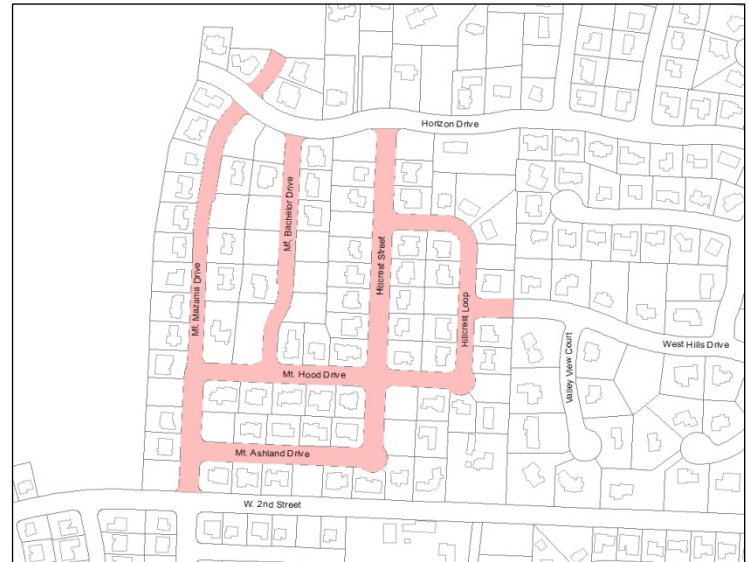
Neighborhood streets in the Hillcrest subdivision.

### Project Overview

This project consists of slurry seal application on residential streets in this neighborhood. Slurry seal is a versatile and cost effective way to preserve and protect the street surface; and it will extend the life of the existing roadway by protecting it from the effects of weathering and wear.

### What To Expect

The slurry seal will be applied on warm, dry days, and the slurry seal will dry in several hours. **On the day of application the street will be closed to all traffic and no parking will be allowed until the new coating is dry.** Watch for construction signs, no parking signs and informational flyers prior to, and as the work progresses.



### Construction Schedule

July/August 2016. Neighborhood notices will be posted prior to the beginning of the project and project schedules mailed to residents.

### Construction Contractor

PaveNorthwest of Eugene. The work will be reviewed and approved by City inspectors.

### Project Cost

The City is performing street slurry seal work on approximately 3.2 miles of City streets citywide, with a total project cost of approximately \$89,750. There will be no costs related to this work assessed to area residents.

### For More Information

David Renshaw, Public Works Superintendent

503.434.7316

[david.renshaw@mcminnvilleoregon.gov](mailto:david.renshaw@mcminnvilleoregon.gov)





City of McMinnville

# 2016 Pavement Preservation Program

Slurry Seal Project Information

## Oakridge Slurry Seal Preservation Project

Type II slurry seal application to the streets in the Hillcrest area

### Project Location

Neighborhood streets in the Oakridge subdivision.

### Project Overview

This project consists of slurry seal application on residential streets in this neighborhood. Slurry seal is a versatile and cost effective way to preserve and protect the street surface; and it will extend the life of the existing roadway by protecting it from the effects of weathering and wear.

### What To Expect

The slurry seal will be applied on warm, dry days, and the slurry seal will dry in several hours. **On the day of application the street will be closed to all traffic and no parking will be allowed until the new coating is dry.** Watch for construction signs, no parking signs and informational flyers prior to, and as the work progresses.

### Construction Schedule

July/August 2016. Neighborhood notices will be posted prior to the beginning of the project and project schedules mailed to residents.

### Construction Contractor

PaveNorthwest of Eugene. The work will be reviewed and approved by City inspectors.

### Project Cost

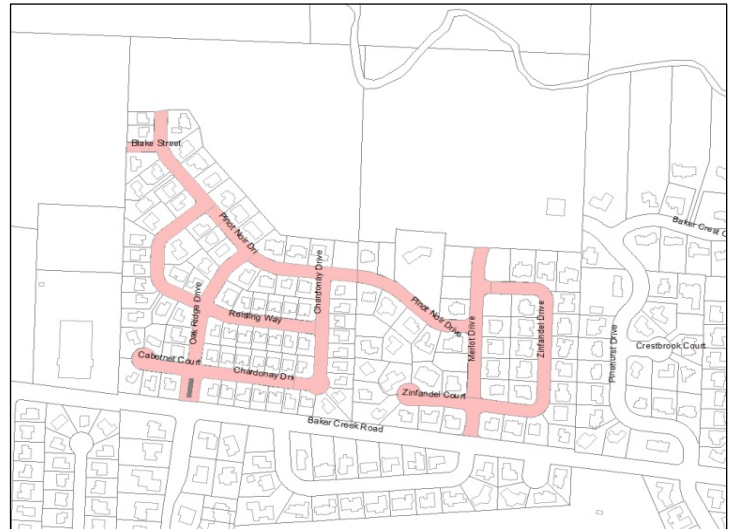
The City is performing street slurry seal work on approximately 3.2 miles of City streets citywide, with a total project cost of approximately \$89,750. There will be no costs related to this work assessed to area residents.

### For More Information

David Renshaw, Public Works Superintendent

503.434.7316

[david.renshaw@mcminnvilleoregon.gov](mailto:david.renshaw@mcminnvilleoregon.gov)





**City Council- Regular**

**Meeting Date:** 06/14/2016

**Subject:** Resolution approving the lease for  
Fixed Base Operator services

**From:** Mike Bisset, Community  
Development Director

---

**AGENDA ITEM:**

**Resolution No. 2016 - 31:** A resolution approving a lease with Konect Aviation Oregon LLC to provide Fixed Base Operator and Airport Management Services at McMinnville Municipal Airport.

**BACKGROUND:**

At their November 10, 2015 meeting, the City Council directed staff to enter into lease negotiations with Konect Aviation Oregon LLC to provide Fixed Base Operator (FBO) and airport management services at McMinnville Municipal Airport. The proposed lease (attached) is for a period of ten years with an option to extend the lease for one 10-year term (20 years total) beginning on July 1, 2016. There are cost escalators based on the Portland CPI built into the lease to adjust for inflation for Lessee rent and Airport Management Services. The lease also allows a 15% markup for admin and overhead on other services such as maintenance and repairs on airport property and 20% fee for Airport owned hangar rents. A pro-rated fuel flowage fee remains in effect.

Konect Aviation and the City have worked out this lease/service agreement together and both parties are comfortable with the terms contained in the proposed agreement. The discussion and agreement for a new FBO building will be handled at a later date with an amendment to this lease.

At their meeting on June 7, 2016, the Airport Commission unanimously recommended that the City Council enter into the proposed lease with Konect Aviation Oregon LLC.

**RECOMMENDATION:**

The Airport Commission recommends that the City Council adopt the resolution approving the proposed lease and service agreement with Konect Aviation Oregon LLC.

---

**Attachments**

RESOLUTION  
PROPOSED LEASE

---

RESOLUTION NO. 2016 - 31

A Resolution Approving the Lease of Airport Property, FBO Services, and Airport Manager Services to Konect Aviation Oregon, LLC.

RECITALS:

At their November 10, 2015 meeting, the City Council directed staff to enter into lease negotiations with Konect Aviation Oregon LLC to provide Fixed Base Operator (FBO) and airport management services at McMinnville Municipal Airport.

The proposed lease is for a period of ten years with an option to extend the lease for three additional 10-year term (20 years total) beginning on July 1, 2016. The lease includes built in cost escalators based on the Portland CPI built into the lease to adjust for inflation for Lessee rent and Airport Management Services.

The lease also allows a 15% markup for admin and overhead on other services such as maintenance and repairs on airport property and 20% fee for Airport owned hangar rents. A pro-rated fuel flowage fee remains in effect.

The Airport Commission, by unanimous vote on June 7, 2016, recommended that the City Council approve the Lease and Airport Management Services Agreement.

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

1. That entry into this Lease and Airport Management Services Agreement between the City of McMinnville and Konect Aviation Oregon, LLC. is approved.
2. That the City Manager is authorized and directed to execute the Lease and Airport Management Services Agreement.
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 14th day of June 2016 by the following votes:

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

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

Approved this 14th day of June 2016.

\_\_\_\_\_  
MAYOR

Approved as to form:

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

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

**WITNESSETH**

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

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

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

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

**ARTICLE 1  
PREMISES**

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

**ARTICLE 2  
TERMS AND CONDITIONS**

Section 2.01 - Initial Term: Lessee agrees to lease from Lessor, and Lessor does hereby lease unto Lessee, the above described premises for the uses and purposes herein mentioned, commencing on July 1, 2016, and ending June 30, 2025 unless terminated by the operation of any forfeiture clause or other rights reserved herein.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Jul 1, 2016 - Dec 31, 2017: No MAG during the runway closure due to an unpredictable decline in sales. The fuel flowage rate will be set at three (3) cents per gallon on the first 100,000 gallons pumped in the calendar year and at a rate of five (5) cents per gallon over 100,000 gallons pumped.
- b. Jan 1, 2018 - Dec 31, 2018: \$8,000 MAG with a fuel flowage rate set at three (3) cents per gallon on the first 100,000 gallons pumped during the calendar year and at a rate of five (5) cents per gallon over 100,000 gallons pumped.
- c. Jan 1, 2019 - Dec 31, 2019: \$8,000 MAG with a fuel flowage rate set at five (5) cents per gallon.
- d. Jan 1, 2020 - Jun 31, 2025: \$10,000 MAG with a fuel flowage rate set at five (5) cents per gallon.

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

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

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

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

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

## ARTICLE 4 LESSEE'S RIGHTS

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

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

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

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

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

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

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

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

**ARTICLE 5**  
**LESSEE'S OBLIGATIONS AND RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Aircraft Fueling

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

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

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

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

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

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

#### Airframe and Power Plant Maintenance

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

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



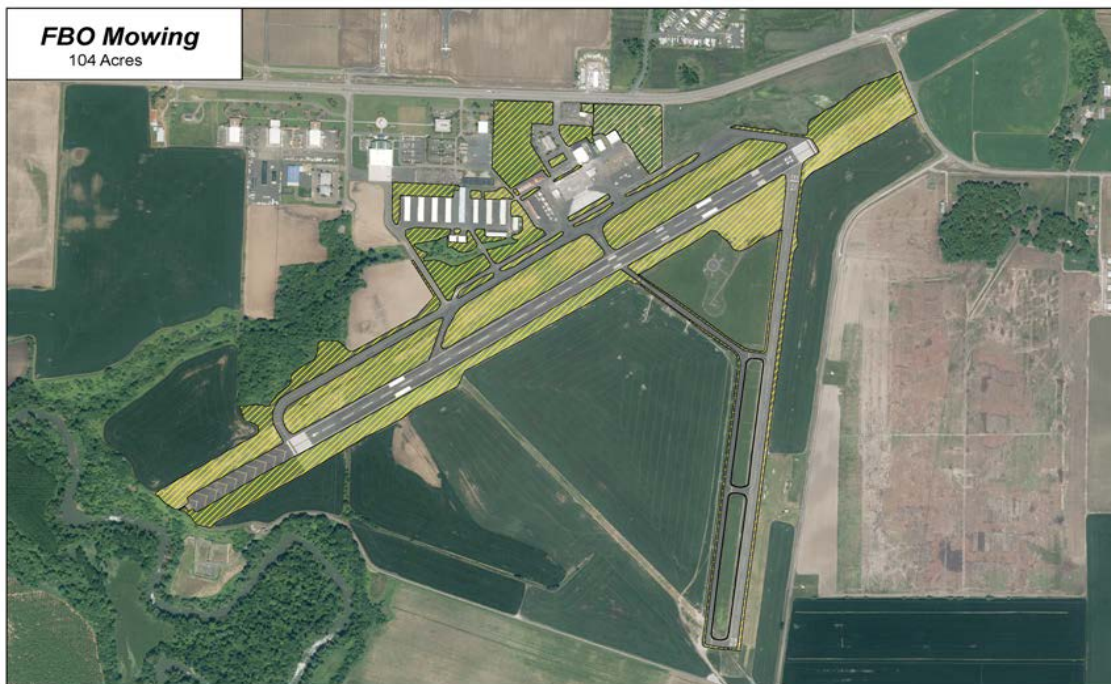
Section 5.12 - Lessee shall provide the following services as the City's Airport Manager:

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

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

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

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



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

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

**Hangar and Miscellenous Facilities**

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE 6  
LESSOR'S RIGHTS**

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

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

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

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

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

**ARTICLE 8  
INDEMNITY**

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

**ARTICLE 9  
GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Konect Aviation Oregon, LLC:

CITY OF MCMINNVILLE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Martha Meeker

Title: \_\_\_\_\_

Title: City Manager

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**City Council- Regular**

**Meeting Date:** 06/14/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

---

**AGENDA ITEM:**

7:00 p.m. Public Hearing - Regarding Renewal of the Downtown Economic Improvement District

**BACKGROUND:**

---

**Attachments**

Memorandum

Notice

Mailing Spreadsheet

Support Letters

---



**DATE:** June 2, 2016  
**TO:** Mayor and City Council  
**CC:** Martha Meeker, City Manager  
**FROM:** Doug Montgomery, Planning Director  
**SUBJECT:** **McMINNVILLE DOWNTOWN ECONOMIC IMPROVEMENT DISTRICT**

Similar to many success stories in McMinnville (e.g., the Senior Center; Cozine House restoration; Recreation Station; public art program), the Downtown Economic Improvement District's beginnings were born out of the efforts of a group of forward thinking, community spirited individuals seeking to address a community problem or need. In this particular case: to revive an ailing downtown core. The results of the private/public partnership that formed from that effort have provided tremendous benefit to the downtown and community, and will continue to do so as long as the DEID remains a part of the McMinnville Downtown Association's funding. The legacy of this program – and the benefits that have accrued to the community because of it – are iconic to McMinnville's history.

At the time of its initial proposal in the mid 1980's, no other community in Oregon had been able to garner the support necessary from its downtown property owners to implement such an assessment program. McMinnville, however, with the backing of its downtown merchants and property owners, adopted such an assessment program – the Downtown Economic Improvement District (DEID) -- in May of 1986, the first such program for a downtown in the State. The DEID program has since come before the property owners and City Council on seven subsequent occasions, each time gaining support and extension for another three year period. If approved, this request would mark the district's tenth such extension.

The purpose of the DEID is:

*“To promote within the district economic improvement by planning or management of development or improvement activities, by landscaping or other maintenance of public areas, by promotion of commercial activity or public events, by activities in support of business recruitment and development, and by improvements in parking systems or parking enforcement.”*



That purpose continues to direct the use of funds generated by the DEID, which have been used effectively by the McMinnville Downtown Association to implement and support a myriad of highly visible improvements and programs. To name but a few: historic street lighting program; renovation of downtown kiosks; Farmer's Market; Safe and Sane Halloween on Third Street; Santa's Christmas Parade, installation of bike racks; Brown Bag Concerts; Turkey Rama; Yamhill Valley Cruzzers Car Show, numerous hanging flower baskets; and the UFO Fest and parade.

Less visible, but equally valuable to the community, this funding has supported brand marketing, business and property owner advocacy, business retention and recruitment, leveraged limited City staff resources, and provided a host of other business support related activities. In addition, DEID funding has allowed the MDA to hire skilled, professional managers that have been instrumental in guiding the downtown's return to economic health.

Not to be overlooked, the work that this funding has supported has helped McMinnville's historic downtown gain a reputation as a model for others in the region, State, and nationally to emulate. Most recently, the National Main Street Program awarded the MDA its highest honor, that of a "National Main Street," one of only four such certifications in Oregon. In addition, the downtown has been recognized by several national publications, including Parade Magazine, which awarded McMinnville's downtown the best west of the Mississippi River. This past year the American Planning Association honored Third Street by proclaiming it one of America's "Great Streets," an award given in the past to iconic streets such as Broadway in New York City, and Pennsylvania Avenue in Washington, DC. In summary, these projects and programs have influenced considerably the downtown's marketability, its attractiveness as a place for private and public investment, and identity as the community's heart.

This current request to extend the DEID for another three year period -- with such broad support by those property owners paying the bill -- speaks highly of this tool's proven ability and continued need in helping provide day-to-day operational support for the MDA and its members. Further, the DEID would help continue the momentum of a strong MDA and its "Main Street" focused programs, and serve as an excellent complement to the use of tax increment revenue that is earmarked for the funding of capital related improvements (i.e., infrastructure, streetscape, off-street parking) within the downtown and NE Gateway neighborhoods.

It's hard to imagine what the McMinnville downtown of today (or tomorrow) would be without the DEID in its tool box.

**THIS IS A NOTICE ONLY. IT IS NOT A BILL.**

**Notice of Public Hearing Regarding Extending the Duration of the McMinnville Downtown Economic Improvement Assessment District**

Name  
Address  
City, State Zip Code

RE:    **Tax Lot No.**        **Square Feet of Property**    **Amt. per Square Foot**        **Total Assessment**

At the request of certain property owners in the McMinnville Downtown Economic Improvement Assessment District and the McMinnville Downtown Association, the City of McMinnville is processing a proposal to extend the duration of the District for three (3) years beginning on August 1, 2016.

The current district, which expires July 31, 2016, has two zones. These zones will remain unchanged in the proposed extended district. A map showing the boundaries of the zones is available from the City.

The fee schedule will be as follows:

- Zone 1 – 7.5 cents per square foot of land area
- Zone 2 – 3.75 cents per square foot of land area

These fees will be levied in each year (2016, 2017, and 2018).

A public hearing will be conducted by the City Council at 7:00 p.m. on Tuesday, June 14, 2016 in the McMinnville Civic Hall, 200 NE Second Street, McMinnville, to receive the testimony of the proponents and opponents of the proposed extension of the district.

The Council shall consider objections and may adopt, correct, modify, or revise the proposed three year extension.

The Council will not make the assessments and the economic improvement district will be terminated if written objections are received at the public hearing from owners of property upon which more than thirty-three percent of the total amount of assessments is levied.

Should you have any questions about the hearing, please call Rose Lorenzen at (503) 434-7405. Should you have any questions about the district, please call Martha Meeker at (503) 434-7302.

Dated this 26<sup>th</sup> day of April 2016.

David R. Koch, City Attorney

TAX LOT NO.	OWNER'S NAME	PERSON BILLED
4420AD 03400	Citizens Bank	Citizens Bank
4420AD 03500	Citizens Bank	Citizens Bank
4420AD 03600	Citizens Bank	Citizens Bank
4420AD 03700	Citizens Bank	Citizens Bank
4420AD 03800	Schoko Properties Gatewood, Russell	Schoko Properties Gatewood, Russell
4420AD 07500		
4420AD 07600	Cummings, Lawrence True Vine Christian Fellowship	Cummings, Lawrence True Vine Christian Fellowship
4420AD 07700		
4420AD 08100	McMinnville Downtown Association	McMinnville Downtown Association
4420AD 08200		
4420AD 08300	First Federal Savings & Loan	First Federal Savings & Loan
4420AD 08400	Horgan-Dickson LLC Boersma, Jack First Federal Savings & Loan	Horgan-Dickson LLC Boersma, Jack First Federal Savings & Loan
4420AD 08600		
4420AD 08700	First Federal Savings & Loan	First Federal Savings & Loan
4420AD 09200		
4420AD 09300	First Federal Savings & Loan	First Federal Savings & Loan
4420AD 09301	McMinnville, City of	McMinnville, City of
4420AD 09500	McMinnville, City of	McMinnville, City of
4420AD 09600	McMinnville, City of	McMinnville, City of
4420AD 09700	McMinnville, City of	McMinnville, City of
4421BC 02200	Oregon Mutual Insurance Company	Oregon Mutual Insurance Company
4421BC 02300	Oregon Mutual Insurance Company	Oregon Mutual Insurance Company
4421BC 02400	BBG Investments LLC	BBG Investments LLC
4421BC 02500	Yamhill County Frontier Communications NW Inc.	Yamhill County Frontier Communications NW Inc.
4421BC 02600		
4421BC 02700	Evans Fourth LLC	Evans Fourth LLC
4421BC 02800	Evans Fourth LLC	Evans Fourth LLC
4421BC 02900	Yamhill County	Yamhill County
4421BC 03000	Yamhill County	Yamhill County
4421BC 03100	Yamhill County	Yamhill County
4421BC 03200	Yamhill County	Yamhill County
4421BC 03300	Galloway Street LLC	Galloway Street LLC
4421BC 03400	Haugeberg, David	Haugeberg, David et al
4421BC 03500	Haugeberg, David	Haugeberg, David et al
4421BC 03600	Yamhill County Yamhill County	Yamhill County Yamhill County
4421BC 03700		
4421BC 03800	Atlas, LLC Richardson, Peter & Beverly	Atlas, LLC Richardson, Peter & Beverly
4421BC 03900		
4421BC 04000	Richardson, Peter & Beverly	Richardson, Peter & Beverly
4421BC 04100	KAOS Development LLC Bladine Family Limited Partnership	KAOS Development LLC Bladine Family Limited Partnership
4421BC 04200		
4421BC 04201	Wild Haven LLC	Wild Haven LLC

4421BC 04300	Bladine Family Limited Partnership	Bladine Family Limited Partnership
4421BC 04500	Jon E. Bladine Revocable Living Trust	Jon E. Bladine Revocable Living Trust
4421BC 04600	KAOS Development LLC	KAOS Development LLC
4421BC 04700	Bladine Family Limited Partnership	Bladine Family Limited Partnership
4421BC 04800	Stanard, Rowena Millicent	Stanard, Rowena Millicent
4421BC 04900	Lake, Beatrice	Patricia Harris-Herdener
4421BC 05000	Old Oregon Hotel Partnership	Old Oregon Hotel Partnership
4421BC 05100	Roberta Paris	Roberta Paris
4421BC 05200	Odd Fellows Building LLC	Odd Fellows Building LLC
4421BC 05300	BPOE #1283, McMinnville	BPOE #1283
4421BC 05400	Voll Properties LLC	Voll Properties LLC
4421BC 05400	Voll Properties, LLC	Voll Properties LLC
4421BC 05500	Hendricks, Edward	Hendricks, Edward
4421BC 05600		
4421BC 05700	Wright, Donna	Wright, Donna
4421BC 05800	Hoffarth, Vincent	Hoffarth, Vincent
4421BC 05900	Wright, Donna	Wright, Donna
4421BC 06000	3rd St Crossing Properties LLC	3rd St Crossing Properties LLC
4421BC 06100		
4421BC 06200	US National Bank of Oregon	U.S. Bank
4421BC 06300	Samiee Living Trust	Samiee Living Trust
4421BC 06400	US National Bank of Oregon	U.S. Bank
4421BC 06400	TKLD Properites	TKLD Properites
4421BC 06600	McMinnville A F & A M	McMinnville AF & AM
4421BC 06700	McMinnville, City of	McMinnville, City of
4421BC 06800	Boersma, Jack	Boersma, Jack
4421BC 06900	Ginbo LLC	Ginbo LLC
4421BC 07000	Parkinson, Fred & Nola	Parkinson, Fred & Nola
4421BC 07100	Union Lodge #3	McMinnville AF & AM
4421BC 07200	Sachse & Sanders LLC	Sachse & Sanders LLC
4421BC 07300	Pavot LLC	Pavot LLC
4421BC 07400	Pavot LLC	Pavot LLC
4421BC 07500	Ruffo, Josi	Ruffo, Josi et al
4421BC 07600	Roerig Co., LLC	Roerig Co., LLC
4421BC 07700	Haines, Teresa	Haines, Teresa
4421BC 07800	Good Olds Pace LLC	Good Olds Pace LLC
4421BC 07900	Fourier, Jan	Fourier, Jan et al
4421BC 08100	McMinnville, City of	Good Olds Pace LLC
4421BC 08200	McMinnville, City of	McMinnville, City of
4421BC 08300	Key Bank of Oregon	Key Bank of Oregon
4421BC 08400	Knights of Pythias, Lodge No. 63	Knights of Pythias, Lodge No. 63
4421BC 08500	GIPS LLC	GIPS LLC
4421BC 08590	Schroeder, Gary	Schroeder, Gary
4421BC 08591	Close, Christopher	Close, Christopher
4421BC 08600	Kem Properties	Kem Properties LLC
4421BC 08700	Wilder, Janet & Andrew	Wilder, Janet & Andrew
4421BC 08800	McMinnville, City of	McMinnville, City of

4421BC 09000	Lewis, Sherry	Lewis, Sherry
4421BC 09100	Lewis, Sherry	Lewis, Sherry
4421BC 09200	McNicol, Robert & Ruth	McNicol, Robert
4421BC 09300	Wichert Family Trust	Wichert Family Trust
4421BC 09400	Nelson, Roger	Nelson, Roger et al
4421BC 09500	Rhonda Feero	Rhonda Feero
4421BC 09600	McMinnville, City of	McMinnville, City of
4421BC 09700	Leavitt, David & Linda	Leavitt, David & Linda
4421BC 09800	Tempo, LLC	Tempo LLC
4421BC 09900	Tempo, LLC	Tempo LLC
4421BC 10000	Anderland LLC	Anderland LLC
4421BC 10001	Anderland LLC	Anderland LLC
4421BC 10100	Thomas, James & Rhonda	Thomas, James & Rhonda
4421BC 10200	Rosedale Investors / TSL	Rosedale Investors / TSL
4421BC 10300	Vala, Patrick	Haynes, Roberta
4421BC 10400	Taylor Dale Hardware	Taylor Dale Hardware
4421BC 10401	Cassin, Joe and Julie	Cassin, Joe and Julie
4421BC 10500	Gallery Players of Oregon Christian Fellowship Church Inc	Gallery Players of Oregon Christian Fellowship Church Inc
4421BC 10600		
4421BC 10700	US Postal Service	US Postal Service
4421BC 10800	Sprecher, Melvin	Sprecher, Melvin
4421BC 10900	Vinson, Jed Cokoulis, Lori	Vinson, Jed Cokoulis, Lori
4421BC 11000		
4421BC 11100	Bradner, Phyllice	Bradner, Phyllice
4421BC 11200	Spicher, Christine	Spicher, Christine
4421BC 11300	Hays, Richard	Hays, Richard
4421BC 11400	US Postal Service McMinnville Cooperative Ministries	US Postal Service McMinnville Cooperative Ministries
4421BC 11500		
	Glen Macy	Glen Macy
4421BC 12100		
4421BC 12300	Land Use Resources LLC	Land Use Resources LLC
4421BC 12400	Corrigan, Daniel	Corrigan, Dan
4421BC 12500	Cora Yutzy	Revival Center
4421BC 12600	Cora Yutzy 1st Presbyterian Church	Revival Center 1st Presbyterian Church
4421BC 12900		
4421BC 13400	McMinnville, City of	McMinnville, City of
4421BC 13490	McMinnville, City of	McMinnville, City of
4421BC 13500	McMinnville, City of Southern Pacific Railroad	McMinnville, City of Union Pacific Railroad
4421BD 02600		
4421BD 02700	Jewell, Steven	Jewell, Steven
4421BD 02800	Wyffels, James	Wyffels, James
4421BD 02900	Richardson, Peter & Beverly	Richardson, Peter & Beverly
4421BD 03000	Richardson, Peter & Beverly	Richardson, Peter & Beverly
4421BD 03100	Emrick Properties LLC	Emrick Properties LLC
4421BD 03200	L K Johnson Trust	L K Johnson Trust
4421BD 03300	Taylor, John	Taylor, John
4421BD 03400	Ryan Simmons	Ryan Simmons
4421BD 03500	Bravo, Fransisco & Lupe	Bravo, Fransisco & Lupe
4421BD 03600	Kaye Fulmer Trust	Kaye Fulmer Trust
4421BD 03601	Kaye Fulmer Trust	Kaye Fulmer Trust

4421BD 03700	Fredricks Rose M Recovable Living Trust	Fredricks Rose M Recovable Living Trust
4421BD 03800	Fredricks Rose M Recovable Living Trust	Fredricks Rose M Recovable Living Trust
4421BD 03900	Brown, Benjamin	Brown, Benjamin & Patricia
4421BD 04000	Flora, Virginia	%Tim & Lynn Flora
4421BD 04100	Kircher LLC	Kircher LLC
4421BD 04300	Kircher LLC	Kircher LLC
4421BD 04400	G A Nelson Oil Company	G A Nelson Oil Company
4421BD 04700	Wood, Stanley E.	Wood, Stanley E.
4421BD 04800	Southern Pacific	Union Pacific Railroad
4421BD 04801	Yamhill County Housing Authority	Yamhill County Housing Authority
4421BD 04801	Yamhill County Housing Authority	Yamhill County Housing Authority
4421BD 04900	Jennifer Morrow	Jennifer Morrow
4421BD 05000	Morrow, Jennifer	Morrow, Jennifer
4421BD 05100	Switzer, Marilyn	Switzer, Marilyn
4421BD 05100	Switzer, Marilyn	Switzer, Marilyn
4421BD 05200	CS Holdings	CS Holdings
4421BD 05300	Murray Hill Properties LLC	Murray Hill Properties LLC
4421BD 05400	J & M Commercial Properties LLC	J & M Commercial Properties LLC
4421BD 05500	Black, Debora	Kornreich, Garth
4421BD 05600	Third Street Properties	Third Street Properties
4421BD 05700	Third Street Properties	Third Street Properties
4421BD 05800	Third Street Properties	Third Street Properties
4421BD 05900	Bernards, Hubert	Janet Bernards
4421BD 06000	Castro, Joseph	Castro, Joseph & Marjory
4421BD 06100	J&M Commercial Properties LLC	J&M Commercial Properties LLC
4421BD 06200	Full Gospel	Full Gospel Church of McMinnville
4421BD 06300	Head Start	Head Start of Yamhill County Inc.
4421BD 06400	Head Start	Head Start of Yamhill County Inc.
4421BD 06500	Head Start	Head Start of Yamhill County Inc.
4421BD 06600	Circle K Stores Inc	Circle K Stores Inc
4421BD 06700	Head Start	Head Start of Yamhill County Inc.
4421BD 06800	Head Start	Head Start of Yamhill County Inc.
4421BD 06900	Southern Pacific Railroad	Union Pacific Railroad

4421BD 06990	Christian Fellowship	The Potter's House
4421BD 06990	Christian Fellowship	The Potter's House
4421BD 07000	Umbarger, Ronald Christian Fellowship	Umbarger, Ronald Christian Fellowship Church Inc
4421BD 07100	St James Parrish	St. James Parrish
4421BD 07200	JJSS Property LLC	JJSS Property LLC
4421BD 07201	JJSS Property LLC	JJSS Property LLC
4421BD 09400	US Postal Service	US Postal Service

**BILL TO ADDRESS****City/state/zip**

PO Box 647	McMinnville OR 97128
PO Box 647	McMinnville OR 97128
PO Box 647	McMinnville OR 97128
PO Box 647	McMinnville OR 97128
19191 SW Peavine Rd	McMinnville OR 97128
343 NE Baker Street	McMinnville OR 97128
Primisys Computers 331 NE Baker St	McMinnville OR 97128
118 NE 4th Street	McMinnville OR 97128
105 NE 3rd Street	McMinnville OR 97128
PO Box 239	McMinnville OR 97128
18035 NE Fairview Drive	Dundee OR 97115
203 NE Third Street	McMinnville OR 97128
PO Box 239	McMinnville OR 97128
PO Box 239	McMinnville OR 97128
PO Box 239	McMinnville OR 97128
230 NE Second Street	McMinnville OR 97128
230 NE Second Street	McMinnville OR 97128
230 NE Second Street	McMinnville OR 97128
230 NE Second Street	McMinnville OR 97128
230 NE Second Street	McMinnville OR 97128
Attn: Toni Chodrick PO Box 808	McMinnville OR 97128
Attn: Toni Chodrick PO Box 808	McMinnville OR 97128
18200 SE Walnut Hill Rd	Amity OR 97101
434 NE Evans Street	McMinnville OR 97128
Property Tax Dept, 805 Central Expy S Ste 150	Allen, TX 75013-8097
640 NE Third St	McMinnville OR 97128
640 NE Third St	McMinnville OR 97128
434 NE Evans Street	McMinnville OR 97128
434 NE Evans Street	McMinnville OR 97128
434 NE Evans Street	McMinnville OR 97128
434 NE Evans Street	McMinnville OR 97128
620 NE 5th Street	McMinnville OR 97128
PO Box 480	McMinnville OR 97128
PO Box 480	McMinnville OR 97128
434 NE Evans Street	McMinnville OR 97128
434 NE Evans Street	McMinnville OR 97128
PO Box 480	McMinnville OR 97128
414 NE Galloway	McMinnville OR 97128
414 NE Galloway St	McMinnville OR 97128
5765 SW Dawson Ln	McMinnville OR 97128
PO Box 1487	McMinnville OR 97128
PO Box 1246	McMinnville OR 97128



PO Box 1487	McMinnville OR 97128
PO Box 1487	McMinnville OR 97128
5765 SW Dawson Ln PO Box 1487	McMinnville OR 97128 McMinnville OR 97128
3954 Westside Road 330 NE Evans Street 100 S College Street	McMinnville OR 97128 McMinnville OR 97128 Newberg OR 97132
206 NW 7th Street PO Box 196 333 NE Evans Street PO Box 164 PO Box 164	McMinnville OR 97128 McMinnville OR 97128 McMinnville OR 97128  Lafayette OR 97127
3740 SW 117th Ave Apt 123	Beaverton, OR 97005
1317 NW Oakmont Ct 425 NE Third Street 1317 NW Oakmont Ct PO Box 1157	McMinnville OR 97128 McMinnville OR 97128 McMinnville OR 97128 McMinnville OR 97128
US Bank Corporate Properties 2800 E Lake St Lake0012	  Minneapolis MN 55406
17108 Kelok Rd	Lake Oswego OR 97034
Union Lodge No 43 PO Box 453 230 NE Second Street 203 NE Third Street 577 14th Ave Apt 5 McMinnville OR 97128 Union Lodge No 3 PO Box 453 2320 SW Richardson St 238 NE Third Street 238 NE Third Street 15214 SE Del Rey Avenue 11145 Oak Meadow Lane 1946 Chelan NE 216 NE Third St PO Box 907 230 NE Second Street  230 NE Second Street Core Logic Commercial Tax Services PO Box 961009 Attn: Steve Fitzpatrick PO Box 156	McMinnville OR 97128 McMinnville OR 97128 McMinnville OR 97128 San Francisco, CA 94118-3541 McMinnville OR 97128 McMinnville OR 97128 Portland OR 97201 McMinnville OR 97128 McMinnville OR 97128 Milwaukie, OR 97267 Aurora OR 97002 Keizer OR 97303 McMinnville OR 97128 Lafayette OR 97127 McMinnville OR 97128  McMinnville OR 97128 Fort Worth TX 76161-0009 McMinnville OR 97128
25537 NW Dodson Rd 302 SE Dayton Avenue 237 High Street NE 4810 SW 60th Place 300 NE 3rd St 230 NE Second Street	Yamhill OR 97148 McMinnville OR 97128 Salem OR 97301 Portland OR 97221 McMinnville OR 97128 McMinnville OR 97128

PP O Box 1196	McMinnville OR 97128
PO Box 1196	McMinnville OR 97128
co Timmreck & McNicol Jewelers 428 NE Third Street	McMinnville OR 97128
931 SW Oriole Street	McMinnville OR 97128
2561 NW Pinot Noir Drive	McMinnville OR 97128
228 SE Evans Street	McMinnville OR 97128
230 NE Second Street	McMinnville OR 97128
11193 SW Gilbert Creek Road	Willamina OR 97396-9521
4170 Hawn Creek Road	McMinnville OR 97128
4170 Hawn Creek Road	McMinnville OR 97128
PO Box 594	Beaverton OR 97075
PO Box 594	Beaverton OR 97075
205 NE Ford St	McMinnville OR 97128
640 NE 3rd St	McMinnville OR 97128
8470 NW Lakeside Drive	Carlton OR 97111
PO Box 757	Yamhill OR 97148-0757
2746 NE 17th Ave	Portland, OR 97212
PO Box 245	McMinnville OR 97128
PO Box 873	McMinnville OR 97128
Attn: McMinnville OR Parcel 3	San Bruno CA 94099
1041 SE Vine St	McMinnville OR 97128
PO Box 482	Willamina OR 97396
606 NE 2nd Street	McMinnville OR 97128
605 NE 1st Street	McMinnville OR 97128
627 NE 1st Street	McMinnville OR 97128
PO Box 10	Amity OR 97101
ATTN McMinnville OR on Parcel 3	San Bruno CA 94099
544 NE 2nd Street	McMinnville OR 97128
135 N Evans Street	McMinnville OR 97128
410 NE Second Street	McMinnville OR 97128
400 NE 2nd Street	McMinnville OR 97128
7740 SE Booth Bend Road	McMinnville OR 97128
7740 SE Booth Bend Road	McMinnville OR 97128
390 NE 2nd Street	McMinnville OR 97128
230 NE Second Street	McMinnville OR 97128
230 NE Second Street	McMinnville OR 97128
230 NE Second Street	McMinnville OR 97128
R. Brenner, Property Tax Department 1400 Douglas St Stop 1640	Omaha NB 68179
714 NE Fifth Street	McMinnville OR 97128
3765 NE Hawn Creek Rd	McMinnville OR 97128
414 NE Galloway	McMinnville OR 97128
6675 SW Lebold Road	McMinnville OR 97128
5765 NW Dawson Ln	McMinnville OR 97128
660 NW Meadows Dr	McMinnville OR 97128
323 NE Kirby Street	McMinnville OR 97128
331 NE Kirby Street	McMinnville OR 97128
525 NE 19th Street	McMinnville OR 97128
316 NE Johnson Street	McMinnville OR 97128
PO Box 825	McMinnville OR 97128

14237 SW McKinley Dr	Sherwood, OR 97140
14237 SW McKinley Dr	Sherwood, OR 97140
PO Box 69	Willamina OR 97396
14925 SW Hidden Hills Rd	McMinnville OR 97128
980 NE 4th St	McMinnville OR 97128
980 NE 4th St	McMinnville OR 97128
69187 Lariat	Sisters OR 97759
303 N. Irvine	McMinnville OR 97128
R. Brenner, Property Tax Department 1400 Douglas St Stop 1640	Omaha NB 68179
135 NE Dunn Place	McMinnville OR 97128
135 NE Dunn Place	McMinnville OR 97128
15051 SW Dupee Valley Rd	
730 NE 4th Street	McMinnville OR 97128
344 NE Galloway	McMinnville OR 97128
344 NE Galloway	McMinnville OR 97128
PO Box 237	McMinnville OR 97128
729 NE 3rd St	McMinnville OR 97128
1890 NW Wallace Road	McMinnville OR 97128
846 Higuera Street	San Luis Obispo CA 93401
5583 Dracena Street	Santee, CA 92701
5583 Dracena Street	Santee, CA 92701
5583 Dracena Street	Santee, CA 92701
13665 SW Otter Lane	Beaverton OR 97008
3280 NW Westside Road	McMinnville OR 97128
ATTN Marvin Johnson 1046 NE 3rd	McMinnville OR 97128
PO Box 18	McMinnville OR 97128
PO Box 1311	McMinnville OR 97128
PO Box 1311	McMinnville OR 97128
Property Tax Dept PO Box 52085 DC-17	Phoenix AZ 85072-2085
800 NE 2nd Street	McMinnville OR 97128
R. Brenner, Property Tax Department 1400 Douglas St Stop 1640	Omaha NB 68179

P O Box 873

McMinnville OR 97128

PO Box 873

McMinnville OR 97128

22200 SE Royal Anne Dr  
PO Box 873

Amity OR 97101  
McMinnville OR 97128

2838 E Burnside Street  
3407 NW Chapin Dr  
Attn: McMinnville OR Parcel 1

Portland OR 97214  
Portland OR 97229  
San Bruno Ca 94099

<u>Sq Ft of Property</u>	<u>Amt Per Sq. Ft.</u>	<u>Total Assessed</u>	<u>Exemption Reason</u>	<u>Assesment Address</u>
22365.66	0.0375	838.71		411 NE Baker Street
6486.94	0.0375	243.26		411 NE Baker Street
5690.25	0.0375	213.38		411 NE Baker Street
7174.09	0.0375	269.03		411 NE Baker Street
6476.78	0.0375	242.88		105 NE 4th Street 339 NE Baker Street
3100.13	0.075	232.51		
3055.78	0.075	229.18		331 NE Baker Street
7003.34	Exempt	0.00	Church	n/a
6710.00	Exempt	0.00	MDA Office	n/a
13507.66	0.075	1,013.07		118 NE 3rd Street
8599.78	0.075	644.98		135 NE 3rd Street
6014.50	0.075	451.09		319 NE Baker Street 140 NE 3rd Street
12304.13	0.075	922.81		118 NE 3rd Street
21947.16	0.075	1,646.04		118 NE 3rd Street
13865.00	0.075	1,039.88		
6997.81	Exempt	0.00	Fire Station	n/a
5001.75	Exempt	0.00	Fire Station	n/a
10948.56	Exempt	0.00	Fire Station	n/a
10896.88	Exempt	0.00	Fire Station	n/a
12008.75	Exempt	0.00	Fire Station	n/a
53799.21	0.0375	2,017.47		NE Corner 4th & Baker Street 347 NE 4th Street
54067.50	0.0375	2,027.53		
12003.00	0.0375	450.11		435 NE Evans
12103.78	Exempt	0.00		420 NE 5th Street 425 NE 4th Street
13554.06	0.0375	508.28		
4502.94	0.0375	168.86	Leased to YC	410 NE 4th Street
6007.75	0.0375	225.29	Leased to YC	401 NE Evans Street
12007.75	Exempt	0.00		536 NE 5th Street
11952.03	Exempt	0.00		434 Evans Street
11658.09	Exempt	0.00		525 NE 4th Street
12338.88	Exempt	0.00		414 N Evans Street
6004.03	0.0375	225.15		638 NE 5th Street
6005.53	0.0375	225.21		636 NE 5th Street
5950.47	0.0375	223.14		620 NE 5th Street
6000.00	Exempt	0.00	Parking Lot Public Health Offices	n/a n/a
8012.69	Exempt	0.00		
4006.25	0.0375	150.23		615 NE 4th Street
4003.94	Exempt	0.00	Residence	n/a - 627 NE 4th Street
8010.00	Exempt	0.00	Residence	n/a
6000.28	0.075	450.02		323 NE Galloway 624 NE 4th Street
6002.06	0.075	450.15		
6003.84	0.075	450.29		619 NE 3rd Street

18005.67	0.075	1,350.43		611 NE 3rd Street
				609 NE 3rd Street
6002.10	0.075	450.16		
6000.09	0.075	450.01		645 NE 3rd Street SW Corner 4th & Ford
12006.00	0.075	900.45		
10007.81	0.075	750.59		521 NE 3rd Street
5778.75	0.075	433.41		330 NE Evans Street 328 NE Evans Street
8093.44	0.075	607.01		
6055.00	0.075	454.13		527 NE 3rd Street
6001.69	0.075	450.13		535 NE 3rd Street
12173.06	0.075	912.98		333 NE Evans
4994.13	0.075	374.56		336 NE Davis Street 328 NE Davis Street
4465.81	0.075	334.94		405 NE 3rd Street, Historic Union Block Bdg
8959.84	0.075	671.99		
3203.00	0.075	240.23		415 NE 3rd Street
4404.31	0.075	330.32		425 NE 3rd Street
4401.56	0.075	330.12		433 NE 3rd Street 445 NE 3rd Street
2998.88	0.075	224.92		
				335 NE 3rd Street
21774.88	0.075	1,633.12		
616.00	0.075	46.20		323 NE Davis Street
6592.50	0.075	494.44		428 NE 3rd Street
			TL combined with	303 NE 3rd Street
18954.10	0.075	1,421.56	06500	
11906.03	Exempt	0.00	Public Parking Lot	n/a
11957.53	Exempt	0.00	Public Parking Lot	n/a
5954.84	0.075	446.61		203 NE 3rd Street
6005.63	0.075	450.42		217 NE 3rd Street
4001.25	0.075	300.09		225 NE 3rd Street
7951.44	0.075	596.36		251 NE 3rd Street
3053.50	0.075	229.01		250 NE 3rd Street
2301.44	0.075	172.61		238 NE 3rd Street
2286.28	0.075	171.47		236 NE 3rd Street
1351.50	0.075	101.36		232 NE 3rd Street
1963.50	0.075	147.26		228 NE 3rd Street
2000.63	0.075	150.05		226 NE 3rd Street
3801.00	0.075	285.08		216 NE 3rd Street
7102.97	0.075	532.72		224 NE Baker Street
5907.50	0.075	443.06	combined w/ 4421BC 08000	202 NE Baker Street
17970.59	Exempt	0.00	Public Parking Lot	n/a
17453.84	0.075	1,309.04		342 NE 3rd Street 334 NE 3rd Street
5106.25	0.075	382.97		
2003.00	0.075	150.23		320 NE 3rd Street
2002.38	0.075	150.18		310 NE 3rd Street
2002.38	0.075	150.18		314 NE 3rd Street
2002.25	0.075	150.17		318 NE 3rd Street
4005.25	0.075	300.39		300 NE 3rd Street
13495.69	Exempt	0.00	Public Parking Lot	n/a

5705.63	0.075	427.92		448 NE 3rd Street
2852.63	0.075	213.95		438 NE 3rd Street
3043.38	0.075	228.25		428 NE 3rd Street
2662.63	0.075	199.70		424 NE 3rd Street
2852.81	0.075	213.96		416 NE 3rd Street
5705.63	0.075	427.92		406 NE 3rd Street
22815.47	Exempt	0.00	Public Parking Lot	n/a
6002.06	0.075	450.15		540 NE 3rd Street
17037.94	0.075	1,277.85		520 NE 3rd Street
1347.59	0.075	101.07		514 NE 3rd Street
11006.13	0.075	825.46		511 NE 2nd Street
6625.91	0.075	496.94		502 NE 3rd Street
6004.03	0.075	450.30		205 NE Ford Street
8000.28	0.075	600.02		640 NE 3rd Street
3998.56	0.075	299.89		624 NE 3rd Street
9003.00	0.075	675.23		608 NE 3rd Street
3000.94	0.075	225.07		620 NE 3rd Street
10804.13	0.075	810.31		210 NE Ford Street
			Church	205 NE Galloway
10800.09	Exempt	0.00		
9507.44	Exempt	0.00	PO Parking Lot	650 NE 2nd Street
5507.94	Exempt	0.00	Residence	n/a
5506.31	Exempt	0.00	Residence	n/a
			Residence 5/6 -	n/a
1084.01	0.0375	40.65	Office 1/6	
9003.44	Exempt	0.00	Residence	n/a
5001.13	Exempt	0.00	Residence	n/a
3998.09	Exempt	0.00	Residence	n/a
9000.28	Exempt	0.00	P.O. Parking Lot	n/a
			Church-Combined TL	n/a
			11600, 11800,	
48020.48	Exempt	0.00	11900, 12000	
			Combined TL 12200	135 NE Evans Street
			& 12700	
23988.35	0.0375	899.56		
10000.00	0.0375	375.00		410 NE 2nd Street
6004.03	0.0375	225.15		400 NE 2nd Street
2998.19	Exempt	0.00	Residence	n/a
3003.75	Exempt	0.00	Church	n/a
			Church-Combined TL	n/a
			13000 & 13100	
			Public Parking,	
48017.66	Exempt	0.00	13200, 13300	
23567.47	Exempt	0.00	City Hall	n/a
5586.81	Exempt	0.00	Public Parking Lot	n/a
18644.63	Exempt	0.00	Police Station	n/a
				5th & RR Tracks
6005.81	0.0375	225.22		
5973.13	Exempt	0.00	Residence	714 NE 5th Street
6603.69	Exempt	0.00	Residence	n/a
5398.13	Exempt	0.00	Residence	n/a
6002.06	0.0375	225.08		414 NE Galloway Street
6001.88	0.0375	225.07		725 NE 4th Street
12000.00	0.0375	450.00		777 NE 4th Street
3003.75	Exempt	0.00	Residence	n/a
2996.25	Exempt	0.00	Residence	n/a
5968.19	Exempt	0.00	Residence	n/a
2638.47	Exempt	0.00	Residence	n/a
9344.72	0.0375	350.43		316 NE Johnson Street

4949.21	0.0375	185.60		NE Corner 3rd & Johnson
				1017 NE 3rd Street
7006.56	0.0375	262.75		1027 NE 3rd Street
4952.38	0.0375	185.71		
6000.09	0.0375	225.00		315 NE Kirby
23916.91	0.0375	896.88		980 NE 4th Street
12001.44	0.0375	450.05		904 NE 4th Street
12011.44	0.0375	450.43		903 NE 3rd Street
			Combined TL with	303 NE Irvine Street
6288.00	0.0375	235.80	4600	
				714 NE 3rd Street
18003.56	0.075	1,350.27		
10877.28	0.0375	407.90	31% Commercial	333 NE Irvine St
24210.72	Exempt	0.00	69% Residential	333 NE Irvine St
4805.00	0.075	360.38		726 NE 4th Street
4219.75	Exempt	0.00	Residence	n/a
			1/3 Commercial -	704 NE 4th Street
2999.48	0.075	224.96	Residence 2/3	
			Residence 2/3 -	
5998.96	Exempt	0.00	Commerical 1/3	
12006.75	0.075	900.51		701 NE 3rd Street
6000.09	0.075	450.01		729 NE 3rd Street
				1046 NE 3rd Street
6004.03	0.0375	225.15		
			Residence	n/a
5952.63	Exempt	0.00		
			Residence	n/a
6002.00	Exempt	0.00		
				1006 NE 3rd Street
6006.00	0.0375	225.23		
				208 NE Johnson Street
5521.94	0.0375	207.07		
6487.63	Exempt	0.00	Residence	206 NE Johnson Street
5986.63	Exempt	0.00	Residence	1027 NE 2nd Street
				1046 NE 3rd Street-Parking Lot
6001.88	0.0375	225.07		
			Church/Parking Lot	930 NE 3rd Street
48022.50	Exempt	0.00		
			Removed by City Council	Nothing listed (empty?)
11963.34	Exempt	0.00		
			Removed by City Council	813 NE 2nd Street
6005.81	Exempt	0.00		
18003.94	0.0375	675.15		820 NE 3rd Street
			Removed by City Council	817 NE 2nd Street
6005.63	Exempt	0.00		
				SE Corner 3rd & RR Tracks
6000.09	0.0375	225.00		



3852.99	0.075	288.97	16% Commercial - 84% church	
20228.20	Exempt	0.00	16% Commercial - 84% Church	720 NE 3rd Street
13151.09	0.075	986.33		710 NE 3rd Street
			Church	NE Corner 2nd & Galloway
10757.22	Exempt	0.00		
68370.93	Exempt	0.00	Church	200 NE Kirby Street
45380.59	0.0375	1,701.77		330 NE Kirby Street
48439.19	Exempt	0.00	Govt Building	739 NE 2nd Street
		<b>57,325.65</b>		

**Old Address**

PO Box 90804, Portland  
97290

PO Box 691

3rd St Crossing Properties  
LLC, PO BOX 1157  
McMinnville 97128  
Union Block of McMinnville  
820 NW Skyline Crest  
Portland 97229

Contact: Judy 971-237-9922

624 NE 2nd Street

112 NE Davis Street  
112 NE Davis Street

P O Box 865

P O Box 865

4443 Poinsettia Street , San  
Luis Obispo, Ca 93401

800 The Mark Lane No. 1507	San Diego CA 92101
-------------------------------	--------------------------

800 The Mark Lane No. 1507	San Diego CA 92101
-------------------------------	--------------------------

800 The Mark Lane No. 1507	San Diego CA 92101
-------------------------------	--------------------------

800 NE 2nd Street

800 NE 2nd Street

McMinnville City Council and Mayor  
City Hall  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128

Renewal of the Economic Improvement District

Dear City Council Members and Mayor:

We, the undersigned, are all property owners in the Downtown Economic Improvement District. We understand that a renewal date is approaching and we want to strongly encourage the City Council to renew it for another three years (2019).

The existence of the District has generated vitally needed funds for important work to maintain, protect, improve, and promote the Downtown properties and businesses. And, it has worked, benefitting not only a newly vibrant Downtown, but the entire county as well. One thing is undisputed, in the relatively short time it has been in existence, the District has done much to help turn around a dangerous situation where there were high vacancy rates and a dispirited morale.

Thanks to the District, the current vacancy rate is now far below the national average and the looks and prosperity of the District have deservedly earned numerous national awards, not to mention dramatically renewed local pride. We believe the Downtown McMinnville Association has done a good job administering the funds and provided a coherent program for furthering the best interest of the area.

Those efforts and the funds needed to accomplish them must continue however if we want to maintain our momentum. Therefore, please renew the District.

Sincerely,

Name

Kathleen Stoler

Property Address

238/236 NE Third St

McMinnville City Council and Mayor  
City Hall  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128

Renewal of the Economic Improvement District

Dear City Council Members and Mayor:

We, the undersigned, are all property owners in the Downtown Economic Improvement District. We understand that a renewal date is approaching and we want to strongly encourage the City Council to renew it for another three years (2019).

The existence of the District has generated vitally needed funds for important work to maintain, protect, improve, and promote the Downtown properties and businesses. And, it has worked, benefitting not only a newly vibrant Downtown, but the entire county as well. One thing is undisputed, in the relatively short time it has been in existence, the District has done much to help turn around a dangerous situation where there were high vacancy rates and a dispirited morale.

Thanks to the District, the current vacancy rate is now far below the national average and the looks and prosperity of the District have deservedly earned numerous national awards, not to mention dramatically renewed local pride. We believe the Downtown McMinnville Association has done a good job administering the funds and provided a coherent program for furthering the best interest of the area.

Those efforts and the funds needed to accomplish them must continue however if we want to maintain our momentum. Therefore, please renew the District.

Sincerely,

Name



Property Address

540-546 3<sup>rd</sup> St

McMinnville City Council and Mayor  
City Hall  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128

Renewal of the Economic Improvement District

Dear City Council Members and Mayor:

We, the undersigned, are all property owners in the Downtown Economic Improvement District. We understand that a renewal date is approaching and we want to strongly encourage the City Council to renew it for another three years (2019).

The existence of the District has generated vitally needed funds for important work to maintain, protect, improve, and promote the Downtown properties and businesses. And, it has worked, benefitting not only a newly vibrant Downtown, but the entire county as well. One thing is undisputed, in the relatively short time it has been in existence, the District has done much to help turn around a dangerous situation where there were high vacancy rates and a dispirited morale.

Thanks to the District, the current vacancy rate is now far below the national average and the looks and prosperity of the District have deservedly earned numerous national awards, not to mention dramatically renewed local pride. We believe the Downtown McMinnville Association has done a good job administering the funds and provided a coherent program for furthering the best interest of the area.

Those efforts and the funds needed to accomplish them must continue however if we want to maintain our momentum. Therefore, please renew the District.

Sincerely,

Name

---

Property Address

410 E 2<sup>nd</sup> St McMinnville, OR  
701 NE 3<sup>rd</sup> St McMinnville, OR



McMinnville City Council and Mayor  
City Hall  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128

Renewal of the Economic Improvement District

Dear City Council Members and Mayor:

We, the undersigned, are all property owners in the Downtown Economic Improvement District. We understand that a renewal date is approaching and we want to strongly encourage the City Council to renew it for another three years (2019).

The existence of the District has generated vitally needed funds for important work to maintain, protect, improve, and promote the Downtown properties and businesses. And, it has worked, benefitting not only a newly vibrant Downtown, but the entire county as well. One thing is undisputed, in the relatively short time it has been in existence, the District has done much to help turn around a dangerous situation where there were high vacancy rates and a dispirited morale.

Thanks to the District, the current vacancy rate is now far below the national average and the looks and prosperity of the District have deservedly earned numerous national awards, not to mention dramatically renewed local pride. We believe the Downtown McMinnville Association has done a good job administering the funds and provided a coherent program for furthering the best interest of the area.

Those efforts and the funds needed to accomplish them must continue however if we want to maintain our momentum. Therefore, please renew the District.

Sincerely,

Name

Patrick Vala  
*Patrick Vala*

Property Address

624 NE Third St

McMinnville City Council and Mayor  
City Hall  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128

Renewal of the Economic Improvement District

Dear City Council Members and Mayor:

We, the undersigned, are all property owners in the Downtown Economic Improvement District. We understand that a renewal date is approaching and we want to strongly encourage the City Council to renew it for another three years (2019).

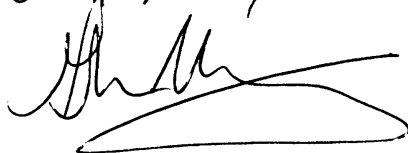
The existence of the District has generated vitally needed funds for important work to maintain, protect, improve, and promote the Downtown properties and businesses. And, it has worked, benefitting not only a newly vibrant Downtown, but the entire county as well. One thing is undisputed, in the relatively short time it has been in existence, the District has done much to help turn around a dangerous situation where there were high vacancy rates and a dispirited morale.

Thanks to the District, the current vacancy rate is now far below the national average and the looks and prosperity of the District have deservedly earned numerous national awards, not to mention dramatically renewed local pride. We believe the Downtown McMinnville Association has done a good job administering the funds and provided a coherent program for furthering the best interest of the area.

Those efforts and the funds needed to accomplish them must continue however if we want to maintain our momentum. Therefore, please renew the District.

Sincerely,

Name

Galen Macy  


Property Address

135 NE Evans  
+ Union Block Bldg

McMinnville City Council and Mayor  
City Hall  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128

Renewal of the Economic Improvement District

Dear City Council Members and Mayor:

We, the undersigned, are all property owners in the Downtown Economic Improvement District. We understand that a renewal date is approaching and we want to strongly encourage the City Council to renew it for another three years (2019).

The existence of the District has generated vitally needed funds for important work to maintain, protect, improve, and promote the Downtown properties and businesses. And, it has worked, benefitting not only a newly vibrant Downtown, but the entire county as well. One thing is undisputed, in the relatively short time it has been in existence, the District has done much to help turn around a dangerous situation where there were high vacancy rates and a dispirited morale.

Thanks to the District, the current vacancy rate is now far below the national average and the looks and prosperity of the District have deservedly earned numerous national awards, not to mention dramatically renewed local pride. We believe the Downtown McMinnville Association has done a good job administering the funds and provided a coherent program for furthering the best interest of the area.

Those efforts and the funds needed to accomplish them must continue however if we want to maintain our momentum. Therefore, please renew the District.

Sincerely,

Name

Jessica & James

Property Address

226 3rd St.  
McMinnville, Ore  
97128

15

McMinnville City Council and Mayor  
City Hall  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128

Renewal of the Economic Improvement District

Dear City Council Members and Mayor:

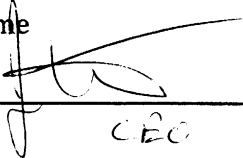
We, the undersigned, are all property owners in the Downtown Economic Improvement District. We understand that a renewal date is approaching and we want to strongly encourage the City Council to renew it for another three years (2019).

The existence of the District has generated vitally needed funds for important work to maintain, protect, improve, and promote the Downtown properties and businesses. And, it has worked, benefitting not only a newly vibrant Downtown, but the entire county as well. One thing is undisputed, in the relatively short time it has been in existence, the District has done much to help turn around a dangerous situation where there were high vacancy rates and a dispirited morale.

Thanks to the District, the current vacancy rate is now far below the national average and the looks and prosperity of the District have deservedly earned numerous national awards, not to mention dramatically renewed local pride. We believe the Downtown McMinnville Association has done a good job administering the funds and provided a coherent program for furthering the best interest of the area.

Those efforts and the funds needed to accomplish them must continue however if we want to maintain our momentum. Therefore, please renew the District.

Sincerely,

Name   
\_\_\_\_\_ CEO

Property Address  
\_\_\_\_\_



McMinnville City Council and Mayor  
City Hall  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128

Renewal of the Economic Improvement District

Dear City Council Members and Mayor:

We, the undersigned, are all property owners in the Downtown Economic Improvement District. We understand that a renewal date is approaching and we want to strongly encourage the City Council to renew it for another three years (2019).

The existence of the District has generated vitally needed funds for important work to maintain, protect, improve, and promote the Downtown properties and businesses. And, it has worked, benefitting not only a newly vibrant Downtown, but the entire county as well. One thing is undisputed, in the relatively short time it has been in existence, the District has done much to help turn around a dangerous situation where there were high vacancy rates and a dispirited morale.

Thanks to the District, the current vacancy rate is now far below the national average and the looks and prosperity of the District have deservedly earned numerous national awards, not to mention dramatically renewed local pride. We believe the Downtown McMinnville Association has done a good job administering the funds and provided a coherent program for furthering the best interest of the area.

Those efforts and the funds needed to accomplish them must continue however if we want to maintain our momentum. Therefore, please renew the District.

Sincerely,

Name

*Tim L. Casper*

Property Address

*606 NE 2<sup>nd</sup> Street*



**City Council- Regular**

**Meeting Date:** 06/14/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

---

**AGENDA ITEM:**

**Ordinance No. 5005:** Extending the duration of the McMinnville Downtown Economic Improvement Assessment District

**BACKGROUND:**

---

**Attachments**

Ordinance

---

ORDINANCE NO. 5005

An Ordinance extending the duration of the McMinnville Downtown Economic Improvement Assessment District (created by Ordinance No. 4373 and extended by Ordinances Nos. 4445, 4518, 4595, 4671, 4747, 4808, 4873, 4926, and 4967) by amending said ordinances and by adopting a proposed assessment schedule and roll of the properties to be benefited.

RECITALS:

Ordinance 4373, enacted on June 24, 1986, created a downtown economic improvement district with duration of three years (commencing August 1, 1986 and expiring July 31, 1989). The duration of the district was extended for an additional three years by Council action taken in Ordinance 4445 (1989). The duration of the district was again extended for an additional three years by Council action taken in Ordinances 4518 (1992), 4595 (1995), 4671 (1998), 4747 (2001), 4808 (2004), 4873 (2007), 4926 (2010), and 4967 (2013).

The McMinnville Downtown Association (MDA) has requested that the duration of this district be extended for an additional three years commencing August 1, 2016, and that the assessment zones and rates remain unchanged.

THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

Section 1. That the council makes and enters the following findings of fact based upon the oral and written testimony received at the public hearing:

- (a) Written notices to the affected commercial properties were mailed more than thirty (30) days prior to the scheduled public hearing for renewal and extension of the duration of the district.
- (b) The area within the district is zoned commercial.
- (c) No residential real property will be assessed.
- (d) Written objections to the extension of the duration of the district received at the public hearing are less than 33 percent of the total fee assessments to be collected.

Section 2. That Ordinance 4373, as amended by Ordinance Nos. 4445, 4518, 4595, 4671, 4747, 4808, 4873, 4926, and 4967 is further amended by extending the duration of the district from August 1, 2016, through July 31, 2019.

Section 3. That the assessment zones for those conduction business activities within the commercial areas are enumerated on the map which is attached hereto and incorporated by this reference. The map also sets forth for rates and means to calculate the assessment of the business activity fee charged for respective entities in the respective zones.

Section 4. That attached hereto and incorporated by this reference is the proposed assessment roll and the fee amount to be assessed against the respective entities for each of the next three years, commencing August 1, 2016, through July 31, 2019.

Section 5. That the City Recorder is hereby directed to give notice that the above fees are to be due and payable within 30 days from the mailing of notice of assessment: and in the event said fees are not so paid, the same shall become delinquent and bear interest at the rate of nine percent per annum thereafter. The Council may proceed in the manner prescribed by law for the collection of delinquent fees.

Read and passed by the Council this 14<sup>th</sup> day of June 2016, by the following votes:

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

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

Approved this 14<sup>th</sup> day of June 2016.

\_\_\_\_\_  
MAYOR

Attest:

\_\_\_\_\_  
CITY RECORDER

Approved as to form:

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





**City Council- Regular**

**Meeting Date:** 06/14/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

---

**AGENDA ITEM:**

7:00 p.m. Public Hearing - Regarding the Proposed 2016 - 2017 Proposed Budget as approved by the Budget Committee

**BACKGROUND:**

---



**City Council- Regular**

**Meeting Date:** 06/14/2016

**Subject:** Regarding the Proposed Uses of  
State Revenue Sharing for Fiscal  
year 2016 - 2017

**From:** Marcia Baragary, Finance Director

---

**AGENDA ITEM:**

7:00 p.m. Public Hearing - Regarding the Proposed Uses of State Revenue Sharing for Fiscal Year 2016 - 2017

**BACKGROUND:**

Pursuant to ORS 221.770, the City must hold a public hearing at which citizens have the opportunity to provide comment to, or ask questions of, the authority responsible for adopting the budget of the City. Attached is a list of the proposed uses of State revenue sharing funds for fiscal year 2016 - 2017.

---

**Attachments**

Proposed Uses Revenue Sharing

---

**City of McMinnville**  
**City's Proposed Uses of State Revenue Sharing**  
**2016 - 2017 Proposed Budget**

**Revenue - State Revenue Sharing** **\$ 325,000**

**Expenditures - State Revenue Sharing**

**Administration - City Hall & City Property**

- Public parking structures & lots maintenance 26,440

**Administration - Community Services**

- YCTA Public Transportation support 22,500
- Professional services contract for Planning activities 57,600

**Administration - Legal**

- Office furniture & computer equipment 12,400
- Municipal Code software 2,000

**Police**

- Police patrol vehicles (2) 81,695
- MDT's and related equipment (2) 21,665

**Fire**

- Fire Department share of station remodel - Design and Engineering 45,000
- Breathing apparatus - SCBA 10,000
- Tablet computers (2) 4,400

**Parks & Recreation**

- Aquatic Center - replace diving board 4,000
- Aquatic Center - replace restroom door & frame 3,800
- Aquatic Center - replace weight room matting 3,000
- Community Center - window replacement 2,800
- Community Center - door repair 2,500

**Library**

- Workstation replacements (14) 25,200

**Total Possible Expenditures \$ 325,000**



**City Council- Regular**

**Meeting Date:** 06/14/2016

---

**TOPIC**

Presentation: Dave Larmouth from Recology Western Oregon regarding Proposed Rates

---

**Attachments**

CPI-U Sheet

Option A Rate Sheets

Option B Rate Sheets

---

**Table 4. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items index, April 2016**  
 [1982-84=100, unless otherwise noted]

Area	Pricing Schedule <sup>1</sup>	Percent change to Apr. 2016 from:			Percent change to Mar. 2016 from:		
		Apr. 2015	Feb. 2016	Mar. 2016	Mar. 2015	Jan. 2016	Feb. 2016
U.S. city average.....	M	1.1	0.9	0.5	0.9	0.5	0.4
<b>Region and area size<sup>2</sup></b>							
Northeast urban.....	M	1.0	0.8	0.6	0.6	0.4	0.2
Size A - More than 1,500,000.....	M	1.1	0.8	0.6	0.6	0.5	0.2
Size B/C - 50,000 to 1,500,000 <sup>3</sup> .....	M	0.8	0.8	0.6	0.4	0.4	0.2
Midwest urban.....	M	0.8	1.1	0.4	0.5	0.6	0.6
Size A - More than 1,500,000.....	M	0.8	1.0	0.5	0.5	0.3	0.5
Size B/C - 50,000 to 1,500,000 <sup>3</sup> .....	M	0.7	1.1	0.4	0.3	0.8	0.8
Size D - Nonmetropolitan (less than 50,000).....	M	1.2	1.4	0.2	1.0	1.3	1.2
South urban.....	M	0.9	1.0	0.4	0.7	0.7	0.6
Size A - More than 1,500,000.....	M	1.3	0.9	0.4	1.0	0.6	0.5
Size B/C - 50,000 to 1,500,000 <sup>3</sup> .....	M	0.7	1.1	0.4	0.6	0.7	0.7
Size D - Nonmetropolitan (less than 50,000).....	M	0.3	1.0	0.5	-0.1	0.4	0.5
West urban.....	M	1.8	0.7	0.5	1.5	0.3	0.2
Size A - More than 1,500,000.....	M	2.2	0.7	0.4	2.0	0.4	0.3
Size B/C - 50,000 to 1,500,000 <sup>3</sup> .....	M	0.5	0.7	0.6	0.3	0.2	0.1
<b>Size classes</b>							
A <sup>4</sup> .....	M	1.4	0.8	0.5	1.1	0.4	0.4
B/C <sup>3</sup> .....	M	0.7	1.0	0.5	0.4	0.6	0.5
D.....	M	1.1	1.1	0.4	0.9	0.6	0.6
<b>Selected local areas<sup>5</sup></b>							
Chicago-Gary-Kenosha, IL-IN-WI.....	M	0.7	0.8	0.6	0.2	-0.1	0.1
Los Angeles-Riverside-Orange County, CA.....	M	2.0	0.5	0.2	1.7	0.3	0.3
New York-Northern N.J.-Long Island, NY-NJ-CT-PA. . .	M	1.0	0.7	0.4	0.7	0.4	0.2
Boston-Brockton-Nashua, MA-NH-ME-CT.....	1				0.6	0.5	
Cleveland-Akron, OH.....	1				-0.2	0.5	
Dallas-Fort Worth, TX.....	1				0.6	0.8	
Washington-Baltimore, DC-MD-VA-WV <sup>6</sup> .....	1				1.0	0.6	
Atlanta, GA.....	2	1.9	1.0				
Detroit-Ann Arbor-Flint, MI.....	2	1.1	1.4				
Houston-Galveston-Brazoria, TX.....	2	1.4	0.5				
Miami-Fort Lauderdale, FL.....	2	1.4	0.7				
Philadelphia-Wilmington-Atlantic City, PA-NJ-DE-MD...	2	0.6	0.9				
San Francisco-Oakland-San Jose, CA.....	2	2.7	0.7				
Seattle-Tacoma-Bremerton, WA.....	2	2.5	1.1				

<sup>1</sup> Foods, fuels, and several other items are priced every month in all areas. Most other goods and services are priced as indicated: M - Every month. 1 - January, March, May, July, September, and November. 2 - February, April, June, August, October, and December.

<sup>2</sup> Regions defined as the four Census regions.

<sup>3</sup> Indexes on a December 1996=100 base.

<sup>4</sup> Indexes on a December 1986=100 base.

<sup>5</sup> In addition, the following metropolitan areas are published semiannually and appear in Tables 34 and 39 of the January and July issues of the CPI Detailed Report: Anchorage, AK; Cincinnati-Hamilton, OH-KY-IN; Denver-Boulder-Greeley, CO; Honolulu, HI; Kansas City, MO-KS; Milwaukee-Racine, WI; Minneapolis-St. Paul, MN-WI; Phoenix-Mesa, AZ; Pittsburgh, PA; Portland-Salem, OR-WA; St. Louis, MO-IL; San Diego, CA; Tampa-St. Petersburg-Clearwater, FL.

<sup>6</sup> Indexes on a November 1996=100 base.

NOTE: Local area indexes are byproducts of the national CPI program. Each local index has a smaller sample size than the national index and is, therefore, subject to substantially more sampling and other measurement error. As a result, local area indexes show greater volatility than the national index, although their long-term trends are similar. Therefore, the Bureau of Labor Statistics strongly urges users to consider adopting the national average CPI for use in their escalator clauses.

NOTE: Index applies to a month as a whole, not to any specific date.

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

**CAN & CART SERVICES - CURBSIDE**

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

**32 GALLON CAN SERVICE (CUSTOMER PROVIDES CAN)**

**MONTHLY RATES**

CNGWC	32G CAN-CURB	\$ 21.28	0.50%	\$ 0.10	\$ 21.38
CNGEC	32G CAN EOW-CURB	\$ 13.83	0.50%	\$ 0.06	\$ 13.89
CNGMC	32G CAN OAM-CURB	\$ 7.43	0.50%	\$ 0.03	\$ 7.46
OCCC	CAN ON CALL CURB	\$ 7.43	0.50%	\$ 0.03	\$ 7.46

**32 GALLON CART SERVICE**

**MONTHLY RATES**

32GWC	32G CART-CURB	\$ 20.16	0.50%	\$ 0.10	\$ 20.26
32GEC	32G CART EOW-CURBSIDE	\$ 13.09	0.50%	\$ 0.06	\$ 13.15
32GMC	32G CART MONTHLY-CURB	\$ 7.06	0.50%	\$ 0.03	\$ 7.09
OC3C	32 GAL CART ON CALL CURB	\$ 7.06	0.50%	\$ 0.03	\$ 7.09

**90 GALLON CART SERVICE**

**MONTHLY RATES**

90GWC	90G CART-CURB	\$ 33.61	0.50%	\$ 0.16	\$ 33.77
90GEC	90G CART EOW-CURB	\$ 21.85	0.50%	\$ 0.10	\$ 21.95
90GMC	90G CART OAM-CURB	\$ 11.77	0.50%	\$ 0.05	\$ 11.82
OC9C	90 GAL CART ON CALL CURB	\$ 11.77	0.50%	\$ 0.05	\$ 11.82

**MONTHLY CART RENT (FOR ON-CALL SERVICE)**

90GOC	90G CART WILL CALL-CURB	\$ 2.70	0.00%	\$ -	\$ 2.70
-------	-------------------------	---------	-------	------	---------

**SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECT (C/S = Curbside))**

**RATE PER EACH**

SP32C	SPEC P/U 32G CART C/S	\$ 7.06	0.50%	\$ 0.03	\$ 7.09
SP90C	SPEC P/U 90G CART C/S	\$ 11.77	0.50%	\$ 0.05	\$ 11.82

**CAN & CART SERVICES - NON-CURBSIDE (SIDEYARD)**

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

**32 GALLON CAN SERVICE (CUSTOMER PROVIDES CAN)**

**MONTHLY RATES**

CNGWS	32G CAN-SIDE	\$ 22.40	0.50%	\$ 0.11	\$ 22.51
CNGES	32G CAN EOW-SIDE	\$ 14.57	0.50%	\$ 0.07	\$ 14.64
CNGMS	32G CAN OAM-SIDE	\$ 7.85	0.50%	\$ 0.03	\$ 7.88
OCCS	CAN ON CALL SIDE	\$ 7.85	0.50%	\$ 0.03	\$ 7.88

**32 GALLON CART SERVICE**

**MONTHLY RATES**

32GWS	32G CART-SIDE	\$ 31.36	0.50%	\$ 0.15	\$ 31.51
32GES	32G CART EOW-SIDEYARD	\$ 20.40	0.50%	\$ 0.10	\$ 20.50
32GMS	32G CART MONTHLY-SIDE	\$ 10.98	0.50%	\$ 0.05	\$ 11.03
OC3S	32 GAL CART ON CALL SIDE	\$ 10.98	0.50%	\$ 0.05	\$ 11.03

**90 GALLON CART SERVICE**

**MONTHLY RATES**

90GWS	90G CART-SIDE	\$ 51.55	0.50%	\$ 0.25	\$ 51.80
90GES	90G CART EOW-SIDE	\$ 33.51	0.50%	\$ 0.16	\$ 33.67
90GMS	90G CART OAM-SIDE	\$ 18.02	0.50%	\$ 0.09	\$ 18.11
OC9S	90 GAL CART ON CALL SIDE	\$ 18.02	0.50%	\$ 0.09	\$ 18.11

**MONTHLY CART RENT (FOR ON-CALL SERVICE)**

90GOS	90G CART WILL CALL-SIDE	\$ 2.70	0.00%	\$ -	\$ 2.70
-------	-------------------------	---------	-------	------	---------

**SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECT (NON C/S = Non-Curbside))**

**RATE PER EACH**

SP32S	SPEC P/U 32G CART NON C/S	\$ 10.98	0.50%	\$ 0.05	\$ 11.03
SP90S	SPEC P/U 90G CART NON C/S	\$ 18.02	0.50%	\$ 0.09	\$ 18.11

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

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

**RATE PER EACH**

XBAG	EXTRA BAG(S)	\$ 5.31	0.50%	\$ 0.02	\$ 5.33
XBOX	EXTRA BOX	\$ 5.31	0.50%	\$ 0.02	\$ 5.33
XCAN	EXTRA CAN(S)	\$ 5.31	0.50%	\$ 0.02	\$ 5.33
XMISC	EXTRA MISC	\$ 5.31	0.50%	\$ 0.02	\$ 5.33
X32	EXTRA 32G CART(S)	\$ 5.31	0.50%	\$ 0.02	\$ 5.33
X90	EXTRA 90G CART(S)	\$ 8.43	0.50%	\$ 0.04	\$ 8.47
90OEC	90G CART - SUBSCRIPTION YARD DEBRIS	\$ 10.25	0.50%	\$ 0.05	\$ 10.30

**BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)**

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

**RATE PER EACH**

APF	REFRIGERATOR/FREEZER	\$ 29.29	0.00%	\$ -	\$ 29.29
APL	APPLIANCE	\$ 11.72	0.00%	\$ -	\$ 11.72
FURN	FURNITURE CHARGE	\$ 17.57	0.00%	\$ -	\$ 17.57
TREE	EXTRA CHRISTMAS TREE	\$ 10.62	0.50%	\$ 0.05	\$ 10.67
IRSC	IN ROUTE SERVICE CHARGE	\$ 21.12	0.50%	\$ 0.10	\$ 21.22
SC	SERVICE CHARGE	\$ 21.12	0.50%	\$ 0.10	\$ 21.22

**RELATED FEES**

**RATE PER EACH**

CRIR	CART REDELIVERY IN ROUTE	\$ 10.00	0.00%	\$ -	\$ 10.00
CROR	CART REDELIVER OUT OF ROUTE	\$ 20.00	0.00%	\$ -	\$ 20.00
CORDF	CONTAINER RE-DELIVERY FEE	\$ 31.07	0.50%	\$ 0.15	\$ 31.22

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

**RATE PER EACH**

CCF	CART CLEANING FEE	\$ 10.00	0.00%	\$ -	\$ 10.00
CRF	CART REPLACEMENT FEE	\$ 65.00	0.00%	\$ -	\$ 65.00

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

**RATE PER EACH**

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

**FRONT-LOAD CONTAINER SERVICE**

**1 YARD CONTAINERS**

**MONTHLY RATES**

1GW	1YD TRASH	\$ 145.77	0.50%	\$ 0.72	\$ 146.49
1GE	1YD TRASH EOW	\$ 85.97	0.50%	\$ 0.42	\$ 86.39
1GM	1YD TRASH MONTHLY	\$ 53.80	0.50%	\$ 0.26	\$ 54.06
1OC	ON CALL-1YD TRASH	\$ 30.38	0.50%	\$ 0.15	\$ 30.53
1XP	EXTRA PICK UP-1YD TRASH	\$ 30.38	0.50%	\$ 0.15	\$ 30.53

**1.5 YARD CONTAINERS**

**MONTHLY RATES**

1HGW	1.5YD TRASH	\$ 179.64	0.50%	\$ 0.89	\$ 180.53
1HGE	1.5YD TRASH EOW	\$ 102.90	0.50%	\$ 0.51	\$ 103.41
1HGM	1.5YD TRASH MONTHLY	\$ 61.62	0.50%	\$ 0.30	\$ 61.92
1HOC	ON CALL-1.5YD TRASH	\$ 39.01	0.50%	\$ 0.19	\$ 39.20
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 39.01	0.50%	\$ 0.19	\$ 39.20

**2 YARD CONTAINERS**

**MONTHLY RATES**

2GW	2YD TRASH	\$ 213.50	0.50%	\$ 1.06	\$ 214.56
2GE	2YD TRASH EOW	\$ 119.85	0.50%	\$ 0.59	\$ 120.44
2GM	2YD TRASH MONTHLY	\$ 69.43	0.50%	\$ 0.34	\$ 69.77
2OC	ON CALL-2YD TRASH	\$ 47.61	0.50%	\$ 0.23	\$ 47.84
2XP	EXTRA PICK UP-2YD TRASH	\$ 47.61	0.50%	\$ 0.23	\$ 47.84

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

**3 YARD CONTAINERS**

**MONTHLY RATES**

3GW	3YD TRASH	\$ 281.27	0.50%	\$ 1.40	\$ 282.67
3GE	3YD TRASH EOW	\$ 153.71	0.50%	\$ 0.76	\$ 154.47
3GM	3YD TRASH MONTHLY	\$ 85.08	0.50%	\$ 0.42	\$ 85.50
3OC	ON CALL-3YD TRASH	\$ 64.80	0.50%	\$ 0.32	\$ 65.12
3XP	EXTRA PICK UP-3YD TRASH	\$ 64.80	0.50%	\$ 0.32	\$ 65.12

**4 YARD CONTAINERS**

**MONTHLY RATES**

4GW	4YD TRASH	\$ 349.02	0.50%	\$ 1.74	\$ 350.76
4GE	4YD TRASH EOW	\$ 187.59	0.50%	\$ 0.93	\$ 188.52
4GM	4YD TRASH MONTHLY	\$ 100.74	0.50%	\$ 0.50	\$ 101.24
4OC	ON CALL-4YD TRASH	\$ 82.03	0.50%	\$ 0.41	\$ 82.44
4XP	EXTRA PICK UP-4YD TRASH	\$ 82.03	0.50%	\$ 0.41	\$ 82.44

**5 YARD CONTAINERS**

**MONTHLY RATES**

5GW	5YD TRASH	\$ 416.79	0.50%	\$ 2.08	\$ 418.87
5GE	5YD TRASH EOW	\$ 221.47	0.50%	\$ 1.10	\$ 222.57
5GM	5YD TRASH MONTHLY	\$ 116.39	0.50%	\$ 0.58	\$ 116.97
5OC	ON CALL-5YD TRASH	\$ 99.24	0.50%	\$ 0.49	\$ 99.73
5XP	EXTRA PICK UP-5YD TRASH	\$ 99.24	0.50%	\$ 0.49	\$ 99.73

**6 YARD CONTAINERS**

**MONTHLY RATES**

6GW	6YD TRASH	\$ 484.53	0.50%	\$ 2.42	\$ 486.95
6GE	6YD TRASH EOW	\$ 255.34	0.50%	\$ 1.27	\$ 256.61
6GM	6YD TRASH MONTHLY	\$ 132.02	0.50%	\$ 0.66	\$ 132.68
6OC	ON CALL-6YD TRASH	\$ 116.45	0.50%	\$ 0.58	\$ 117.03
6XP	EXTRA PICK UP-6YD TRASH	\$ 116.45	0.50%	\$ 0.58	\$ 117.03

**8 YARD CONTAINERS**

**MONTHLY RATES**

8GW	8YD TRASH	\$ 568.19	0.50%	\$ 2.84	\$ 571.03
8GE	8YD TRASH EOW	\$ 297.18	0.50%	\$ 1.48	\$ 298.66
8GM	8YD TRASH MONTHLY	\$ 151.32	0.50%	\$ 0.75	\$ 152.07
8OC	ON CALL-8YD TRASH	\$ 137.69	0.50%	\$ 0.68	\$ 138.37
8XP	EXTRA PICK UP-8YD TRASH	\$ 137.69	0.50%	\$ 0.68	\$ 138.37

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

RNT1	1YD RENT - TRASH	\$ 20.00	0.00%	\$ -	\$ 20.00
------	------------------	----------	-------	------	----------

**FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.**

Compactor Rating	<b>4 : 1</b>	<b>3 : 1</b>	<b>2 : 1</b>
Factor applied to container rate of same size	1.5	1.3	1.12

**DEBRIS BOX SERVICES**

**SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)**

**RATE PER HAUL**

DEL	DELIVERY CHARGE	\$ 41.01	0.50%	\$ 0.20	\$ 41.21
10HG	10 YD TRASH BOX HAUL	\$ 155.31	0.50%	\$ 0.77	\$ 156.08
20HG	20 YD TRASH BOX HAUL	\$ 155.31	0.50%	\$ 0.77	\$ 156.08
30HG	30 YD TRASH BOX HAUL	\$ 155.31	0.50%	\$ 0.77	\$ 156.08
47HG	47 YD TRASH BOX HAUL	\$ 155.31	0.50%	\$ 0.77	\$ 156.08
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 155.31	20.00%	\$ 31.06	\$ 186.37



CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

**DEBRIS BOX DISPOSAL FEES (\$\$/TON)**

**RATE PER TON**

DFDM	DISPOSAL FEE - DEMOLITION	\$ 38.21	5.00%	\$ 1.91	\$ 40.12
DFG	DISPOSAL FEE - GARBAGE	\$ 38.21	5.00%	\$ 1.91	\$ 40.12
DFYD	DISPOSAL FEE - YARD DEBRIS	NO CHARGE - INCLUDED IN COLLECTION RATES			

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

**RELATED FEES**

**RATE PER DAY**

RENTD	DAILY RENTAL FEE	\$ 10.84	0.50%	\$ 0.05	\$ 10.89
-------	------------------	----------	-------	---------	----------

Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

**RATE PER MONTH**

RENTM	MONTHLY RENTAL FEE	\$ 152.99	0.50%	\$ 0.76	\$ 153.75
-------	--------------------	-----------	-------	---------	-----------

Note: Monthly rent applies for customers who keep a box for a year or longer.

**RATE PER HOUR**

TIME	TRUCK TIME FEE	\$ 124.27	0.50%	\$ 0.62	\$ 124.89
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 124.27	0.50%	\$ 0.62	\$ 124.89
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 186.38	0.50%	\$ 0.93	\$ 187.31

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

**TEMPORARY RENTAL CONTAINERS**

**RATE PER EACH**

3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 27.46	0.50%	\$ 0.13	\$ 27.59
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 90.75	0.50%	\$ 0.45	\$ 91.20
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.00	0.00%	\$ -	\$ 2.00

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

**BULKY ITEMS - DEBRIS BOX**

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

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

**RATE PER EACH**

TOFFR	TIRE CHARGE NO RIM	\$ 4.69	0.00%	\$ -	\$ 4.69
TONR	TIRE CHARGE ON RIM	\$ 9.37	0.00%	\$ -	\$ 9.37
APPL	APPLIANCE	\$ 11.72	0.00%	\$ -	\$ 11.72
APF	REFRIGERATOR/FREEZER	\$ 29.29	0.00%	\$ -	\$ 29.29

**MEDICAL WASTE COLLECTION SERVICES**

**RATE PER EACH**

M4HSC	4.7 QT SHARPS CONTAINER	\$ 21.36	2.50%	\$ 0.53	\$ 21.89
M10SC	10 QT SHARPS CONTAINER	\$ 24.72	2.50%	\$ 0.61	\$ 25.33
M23SC	23 QT SHARPS CONTAINER	\$ 46.87	2.50%	\$ 1.17	\$ 48.04
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 34.71	2.50%	\$ 0.86	\$ 35.57
M21BX	21 GAL MEDICAL WASTE BOX	\$ 36.91	2.50%	\$ 0.92	\$ 37.83
M48BX	48 GAL MEDICAL WASTE BOX	\$ 43.18	2.50%	\$ 1.07	\$ 44.25
M8GBP	RX MED WASTE TUB	\$ 93.22	2.50%	\$ 2.33	\$ 95.55

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

Finance Charges (0.75% monthly, 9% annually) will be assessed on any past due amount (excluding amounts in dispute over billing or service issues).

Billing Terms: Commercial Accounts are billed on a monthly basis.

Residential accounts are billed once every three months, in advance.

**RECOLOGY WESTERN OREGON** **SUMMARY RATE SHEET**

**CITY OF MCMINNVILLE - OPTION B (CURBSIDE GLASS & YARD DEBRIS AVAILABLE TO ALL CUSTOMERS)**

**PHASE 1 (of 3 yr plan): APPLY 2016 CPI + 5.0% TO RES/COMM RATES** **EFF. DATE: SEE BELOW**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

**CAN & CART SERVICES - CURBSIDE**

**EFF DATE: PROGRAM START**

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

**32 GALLON CAN SERVICE (CUSTOMER PROVIDES CAN)**

**MONTHLY RATES**

CNGWC	32G CAN-CURB	\$ 21.28	5.50%	\$ 1.17	\$ 22.45
CNGEC	32G CAN EOW-CURB	\$ 13.83	5.50%	\$ 0.76	\$ 14.59
CNGMC	32G CAN OAM-CURB	\$ 7.43	5.50%	\$ 0.40	\$ 7.83
OCCC	CAN ON CALL CURB	\$ 7.43	5.50%	\$ 0.40	\$ 7.83

**32 GALLON CART SERVICE**

**MONTHLY RATES**

32GWC	32G CART-CURB	\$ 20.16	5.50%	\$ 1.10	\$ 21.26
32GEC	32G CART EOW-CURBSIDE	\$ 13.09	5.50%	\$ 0.71	\$ 13.80
32GMC	32G CART MONTHLY-CURB	\$ 7.06	5.50%	\$ 0.38	\$ 7.44
OC3C	32 GAL CART ON CALL CURB	\$ 7.06	5.50%	\$ 0.38	\$ 7.44

**90 GALLON CART SERVICE**

**MONTHLY RATES**

90GWC	90G CART-CURB	\$ 33.61	5.50%	\$ 1.84	\$ 35.45
90GEC	90G CART EOW-CURB	\$ 21.85	5.50%	\$ 1.20	\$ 23.05
90GMC	90G CART OAM-CURB	\$ 11.77	5.50%	\$ 0.64	\$ 12.41
OC9C	90 GAL CART ON CALL CURB	\$ 11.77	5.50%	\$ 0.64	\$ 12.41

**MONTHLY CART RENT (FOR ON-CALL SERVICE)**

90GOC	90G CART WILL CALL-CURB	\$ 2.70	0.00%	\$ -	\$ 2.70
-------	-------------------------	---------	-------	------	---------

**SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECT (C/S = Curbside))**

**RATE PER EACH**

SP32C	SPEC P/U 32G CART C/S	\$ 7.06	5.50%	\$ 0.38	\$ 7.44
SP90C	SPEC P/U 90G CART C/S	\$ 11.77	5.50%	\$ 0.64	\$ 12.41

**CAN & CART SERVICES - NON-CURBSIDE (SIDEYARD)**

**EFF DATE: PROGRAM START**

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

**32 GALLON CAN SERVICE (CUSTOMER PROVIDES CAN)**

**MONTHLY RATES**

CNGWS	32G CAN-SIDE	\$ 22.40	5.50%	\$ 1.23	\$ 23.63
CNGES	32G CAN EOW-SIDE	\$ 14.57	5.50%	\$ 0.80	\$ 15.37
CNGMS	32G CAN OAM-SIDE	\$ 7.85	5.50%	\$ 0.43	\$ 8.28
OCCS	CAN ON CALL SIDE	\$ 7.85	5.50%	\$ 0.43	\$ 8.28

**32 GALLON CART SERVICE**

**MONTHLY RATES**

32GWS	32G CART-SIDE	\$ 31.36	5.50%	\$ 1.72	\$ 33.08
32GES	32G CART EOW-SIDEYARD	\$ 20.40	5.50%	\$ 1.12	\$ 21.52
32GMS	32G CART MONTHLY-SIDE	\$ 10.98	5.50%	\$ 0.60	\$ 11.58
OC3S	32 GAL CART ON CALL SIDE	\$ 10.98	5.50%	\$ 0.60	\$ 11.58

**90 GALLON CART SERVICE**

**MONTHLY RATES**

90GWS	90G CART-SIDE	\$ 51.55	5.50%	\$ 2.83	\$ 54.38
90GES	90G CART EOW-SIDE	\$ 33.51	5.50%	\$ 1.84	\$ 35.35
90GMS	90G CART OAM-SIDE	\$ 18.02	5.50%	\$ 0.99	\$ 19.01
OC9S	90 GAL CART ON CALL SIDE	\$ 18.02	5.50%	\$ 0.99	\$ 19.01

**MONTHLY CART RENT (FOR ON-CALL SERVICE)**

90GOS	90G CART WILL CALL-SIDE	\$ 2.70	0.00%	\$ -	\$ 2.70
-------	-------------------------	---------	-------	------	---------

**SPECIAL PICK-UP (FOR OFF-SCHEDULE COLLECT (NON C/S = Non-Curbside))**

**RATE PER EACH**

SP32S	SPEC P/U 32G CART NON C/S	\$ 10.98	5.50%	\$ 0.60	\$ 11.58
SP90S	SPEC P/U 90G CART NON C/S	\$ 18.02	5.50%	\$ 0.99	\$ 19.01

**RECOLOGY WESTERN OREGON** **SUMMARY RATE SHEET**

**CITY OF MCMINNVILLE - OPTION B (CURBSIDE GLASS & YARD DEBRIS AVAILABLE TO ALL CUSTOMERS)**

**PHASE 1 (of 3 yr plan): APPLY 2016 CPI + 5.0% TO RES/COMM RATES** **EFF. DATE: SEE BELOW**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

**EXTRAS - PER UNIT CHARGES (APPROX. 32 GALLONS PER UNIT) RATE PER EACH**

XBAG	EXTRA BAG(S)	\$ 5.31	5.50%	\$ 0.29	\$ 5.60
XBOX	EXTRA BOX	\$ 5.31	5.50%	\$ 0.29	\$ 5.60
XCAN	EXTRA CAN(S)	\$ 5.31	5.50%	\$ 0.29	\$ 5.60
XMISC	EXTRA MISC	\$ 5.31	5.50%	\$ 0.29	\$ 5.60
X32	EXTRA 32G CART(S)	\$ 5.31	5.50%	\$ 0.29	\$ 5.60
X90	EXTRA 90G CART(S)	\$ 8.43	5.50%	\$ 0.46	\$ 8.89
900EC	90G CART - SUBSCRIPTION YARD DEBRIS	\$ 10.25	TRANSITION TO NEW PROGRAM		

**BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM) EFF DATE: PROGRAM START**

RATES LISTED ARE FOR COLLECTION AT CURB. ADDITIONAL CHARGES MAY APPLY FOR RETRIEVAL. **RATE PER EACH**

APF	REFRIGERATOR/FREEZER	\$ 29.29	0.00%	\$ -	\$ 29.29
APL	APPLIANCE	\$ 11.72	0.00%	\$ -	\$ 11.72
FURN	FURNITURE CHARGE	\$ 17.57	0.00%	\$ -	\$ 17.57
TREE	EXTRA CHRISTMAS TREE	\$ 10.62	5.50%	\$ 0.58	\$ 11.20
IRSC	IN ROUTE SERVICE CHARGE	\$ 21.12	5.50%	\$ 1.16	\$ 22.28
SC	SERVICE CHARGE	\$ 21.12	5.50%	\$ 1.16	\$ 22.28

**RELATED FEES RATE PER EACH**

CRIR	CART REDELIVERY IN ROUTE	\$ 10.00	0.00%	\$ -	\$ 10.00
CROR	CART REDELIVER OUT OF ROUTE	\$ 20.00	0.00%	\$ -	\$ 20.00
CORDF	CONTAINER RE-DELIVERY FEE	\$ 31.07	5.50%	\$ 1.70	\$ 32.77

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

**RATE PER EACH**

CCF	CART CLEANING FEE	\$ 10.00	0.00%	\$ -	\$ 10.00
CRF	CART REPLACEMENT FEE	\$ 65.00	0.00%	\$ -	\$ 65.00

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

**RATE PER EACH**

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

**FRONT-LOAD CONTAINER SERVICE EFF DATE: PROGRAM START**

**1 YARD CONTAINERS MONTHLY RATES**

1GW	1YD TRASH	\$ 145.77	5.50%	\$ 8.01	\$ 153.78
1GE	1YD TRASH EOW	\$ 85.97	5.50%	\$ 4.72	\$ 90.69
1GM	1YD TRASH MONTHLY	\$ 53.80	5.50%	\$ 2.95	\$ 56.75
1OC	ON CALL-1YD TRASH	\$ 30.38	5.50%	\$ 1.67	\$ 32.05
1XP	EXTRA PICK UP-1YD TRASH	\$ 30.38	5.50%	\$ 1.67	\$ 32.05

**1.5 YARD CONTAINERS MONTHLY RATES**

1HGW	1.5YD TRASH	\$ 179.64	5.50%	\$ 9.88	\$ 189.52
1HGE	1.5YD TRASH EOW	\$ 102.90	5.50%	\$ 5.65	\$ 108.55
1HGM	1.5YD TRASH MONTHLY	\$ 61.62	5.50%	\$ 3.38	\$ 65.00
1HOC	ON CALL-1.5YD TRASH	\$ 39.01	5.50%	\$ 2.14	\$ 41.15
1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 39.01	5.50%	\$ 2.14	\$ 41.15

**2 YARD CONTAINERS MONTHLY RATES**

2GW	2YD TRASH	\$ 213.50	5.50%	\$ 11.74	\$ 225.24
2GE	2YD TRASH EOW	\$ 119.85	5.50%	\$ 6.59	\$ 126.44
2GM	2YD TRASH MONTHLY	\$ 69.43	5.50%	\$ 3.81	\$ 73.24
2OC	ON CALL-2YD TRASH	\$ 47.61	5.50%	\$ 2.61	\$ 50.22
2XP	EXTRA PICK UP-2YD TRASH	\$ 47.61	5.50%	\$ 2.61	\$ 50.22

**RECOLOGY WESTERN OREGON** **SUMMARY RATE SHEET**

**CITY OF MCMINNVILLE - OPTION B (CURBSIDE GLASS & YARD DEBRIS AVAILABLE TO ALL CUSTOMERS)**

**PHASE 1 (of 3 yr plan): APPLY 2016 CPI + 5.0% TO RES/COMM RATES** **EFF. DATE: SEE BELOW**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

**3 YARD CONTAINERS**

**MONTHLY RATES**

3GW	3YD TRASH	\$ 281.27	5.50%	\$ 15.46	\$ 296.73
3GE	3YD TRASH EOW	\$ 153.71	5.50%	\$ 8.45	\$ 162.16
3GM	3YD TRASH MONTHLY	\$ 85.08	5.50%	\$ 4.67	\$ 89.75
3OC	ON CALL-3YD TRASH	\$ 64.80	5.50%	\$ 3.56	\$ 68.36
3XP	EXTRA PICK UP-3YD TRASH	\$ 64.80	5.50%	\$ 3.56	\$ 68.36

**4 YARD CONTAINERS**

**MONTHLY RATES**

4GW	4YD TRASH	\$ 349.02	5.50%	\$ 19.19	\$ 368.21
4GE	4YD TRASH EOW	\$ 187.59	5.50%	\$ 10.31	\$ 197.90
4GM	4YD TRASH MONTHLY	\$ 100.74	5.50%	\$ 5.54	\$ 106.28
4OC	ON CALL-4YD TRASH	\$ 82.03	5.50%	\$ 4.51	\$ 86.54
4XP	EXTRA PICK UP-4YD TRASH	\$ 82.03	5.50%	\$ 4.51	\$ 86.54

**5 YARD CONTAINERS**

**MONTHLY RATES**

5GW	5YD TRASH	\$ 416.79	5.50%	\$ 22.92	\$ 439.71
5GE	5YD TRASH EOW	\$ 221.47	5.50%	\$ 12.18	\$ 233.65
5GM	5YD TRASH MONTHLY	\$ 116.39	5.50%	\$ 6.40	\$ 122.79
5OC	ON CALL-5YD TRASH	\$ 99.24	5.50%	\$ 5.45	\$ 104.69
5XP	EXTRA PICK UP-5YD TRASH	\$ 99.24	5.50%	\$ 5.45	\$ 104.69

**6 YARD CONTAINERS**

**MONTHLY RATES**

6GW	6YD TRASH	\$ 484.53	5.50%	\$ 26.64	\$ 511.17
6GE	6YD TRASH EOW	\$ 255.34	5.50%	\$ 14.04	\$ 269.38
6GM	6YD TRASH MONTHLY	\$ 132.02	5.50%	\$ 7.26	\$ 139.28
6OC	ON CALL-6YD TRASH	\$ 116.45	5.50%	\$ 6.40	\$ 122.85
6XP	EXTRA PICK UP-6YD TRASH	\$ 116.45	5.50%	\$ 6.40	\$ 122.85

**8 YARD CONTAINERS**

**MONTHLY RATES**

8GW	8YD TRASH	\$ 568.19	5.50%	\$ 31.25	\$ 599.44
8GE	8YD TRASH EOW	\$ 297.18	5.50%	\$ 16.34	\$ 313.52
8GM	8YD TRASH MONTHLY	\$ 151.32	5.50%	\$ 8.32	\$ 159.64
8OC	ON CALL-8YD TRASH	\$ 137.69	5.50%	\$ 7.57	\$ 145.26
8XP	EXTRA PICK UP-8YD TRASH	\$ 137.69	5.50%	\$ 7.57	\$ 145.26

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

RNT1	1YD RENT - TRASH	\$ 20.00	0.00%	\$ -	\$ 20.00
------	------------------	----------	-------	------	----------

**FRONT-LOAD COMPACTOR RATE FACTORS - For all compacted material, including pre-compacted waste.**

Compactor Rating	4 : 1	3 : 1	2 : 1
Factor applied to container rate of same size	1.5	1.3	1.12

**DEBRIS BOX SERVICES**

**EFF DATE: 7/1/16**

**SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)**

**RATE PER HAUL**

DEL	DELIVERY CHARGE	\$ 41.01	0.50%	\$ 0.20	\$ 41.21
10HG	10 YD TRASH BOX HAUL	\$ 155.31	0.50%	\$ 0.77	\$ 156.08
20HG	20 YD TRASH BOX HAUL	\$ 155.31	0.50%	\$ 0.77	\$ 156.08
30HG	30 YD TRASH BOX HAUL	\$ 155.31	0.50%	\$ 0.77	\$ 156.08
47HG	47 YD TRASH BOX HAUL	\$ 155.31	0.50%	\$ 0.77	\$ 156.08
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 155.31	20.00%	\$ 31.06	\$ 186.37

**RECOLOGY WESTERN OREGON** **SUMMARY RATE SHEET**

**CITY OF MCMINNVILLE - OPTION B (CURBSIDE GLASS & YARD DEBRIS AVAILABLE TO ALL CUSTOMERS)**

**PHASE 1 (of 3 yr plan): APPLY 2016 CPI + 5.0% TO RES/COMM RATES** **EFF. DATE: SEE BELOW**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
------	-------------	--------------	-------	----------	----------

**DEBRIS BOX DISPOSAL FEES (\$\$/TON)**

**RATE PER TON**

DFDM	DISPOSAL FEE - DEMOLITION	\$ 38.21	5.00%	\$ 1.91	\$ 40.12
DFG	DISPOSAL FEE - GARBAGE	\$ 38.21	5.00%	\$ 1.91	\$ 40.12
DFYD	DISPOSAL FEE - YARD DEBRIS	NO CHARGE - INCLUDED IN COLLECTION RATES			

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

**RELATED FEES**

**RATE PER DAY**

RENTD	DAILY RENTAL FEE	\$ 10.84	0.50%	\$ 0.05	\$ 10.89
-------	------------------	----------	-------	---------	----------

Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

**RATE PER MONTH**

RENTM	MONTHLY RENTAL FEE	\$ 152.99	0.50%	\$ 0.76	\$ 153.75
-------	--------------------	-----------	-------	---------	-----------

Note: Monthly rent applies for customers who keep a box for a year or longer.

**RATE PER HOUR**

TIME	TRUCK TIME FEE	\$ 124.27	0.50%	\$ 0.62	\$ 124.89
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 124.27	5.50%	\$ 6.83	\$ 131.10
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 186.38	5.50%	\$ 10.25	\$ 196.63

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

**TEMPORARY RENTAL CONTAINERS**

**RATE PER EACH**

3YRGD	DELV 3 YD RENTAL FOR TRASH	\$ 27.46	0.50%	\$ 0.13	\$ 27.59
3YRGP	SERVICE 3 YD RENTAL FOR TRASH	\$ 90.75	0.50%	\$ 0.45	\$ 91.20
3YRXD	ADDL DAY - 3YD RENT CONTAINER	\$ 2.00	0.00%	\$ -	\$ 2.00

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

**BULKY ITEMS - DEBRIS BOX**

**EFF DATE: 7/1/16**

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

ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

**RATE PER EACH**

TOFFR	TIRE CHARGE NO RIM	\$ 4.69	0.00%	\$ -	\$ 4.69
TONR	TIRE CHARGE ON RIM	\$ 9.37	0.00%	\$ -	\$ 9.37
APPL	APPLIANCE	\$ 11.72	0.00%	\$ -	\$ 11.72
APF	REFRIGERATOR/FREEZER	\$ 29.29	0.00%	\$ -	\$ 29.29

**EFF DATE: 7/1/16**

**MEDICAL WASTE COLLECTION SERVICES**

**RATE PER EACH**

M4HSC	4.7 QT SHARPS CONTAINER	\$ 21.36	2.50%	\$ 0.53	\$ 21.89
M10SC	10 QT SHARPS CONTAINER	\$ 24.72	2.50%	\$ 0.61	\$ 25.33
M23SC	23 QT SHARPS CONTAINER	\$ 46.87	2.50%	\$ 1.17	\$ 48.04
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 34.71	2.50%	\$ 0.86	\$ 35.57
M21BX	21 GAL MEDICAL WASTE BOX	\$ 36.91	2.50%	\$ 0.92	\$ 37.83
M48BX	48 GAL MEDICAL WASTE BOX	\$ 43.18	2.50%	\$ 1.07	\$ 44.25
M8GBP	RX MED WASTE TUB	\$ 93.22	2.50%	\$ 2.33	\$ 95.55

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

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



**City Council- Regular**

**Meeting Date:** 06/14/2016

---

**TOPIC**

Presentation: Hill Road Transportation Bond Project

---



**City Council- Regular**

**Meeting Date:** 06/14/2016

---

**TOPIC**

Presentation: Police Department Investigation Team

---

**Attachments**

Memorandum from Chief Scales

---



# McMinnville

## Police Department

---

Matt Scales, Chief of Police • 121 SW Adams St. • McMinnville, Oregon 97128-4997 • (503)434-7307 • Fax (503)434-2335

To: Martha Meeker, City Manager

From: Matt Scales, Chief of Police

Date: June 1, 2016

RE: Investigation Section Presentation

The Investigation Section presentation will be conducted by Detective Sergeant Scott Fessler, who has been the investigations division sergeant for a number of years. This PowerPoint presentation will cover a wide range of topics and trends that are affecting the Detective Section. As you all recall from my previous presentations to the City Council, our detective section has seen an unprecedented jump in criminal investigations they handle. Because of this massive jump in workload, in April of this year, we reassigned an officer from the patrol division to the investigation division.

During this presentation Sergeant Fessler will cover the types of crimes being investigated, and why the cases continue to rise at the levels they do. With the exponential jump in crimes being investigated, it will also tackle the difficult situation victims of crimes are being put in as their cases cannot be investigated in a timely or efficient manner.

After this informative presentation, Sergeant Fessler and I will be happy to answer questions or take comments from the City Council.





**City Council- Regular**

**Meeting Date:** 06/14/2016

---

**TOPIC**

Request to Initiate Legislative Zoning Ordinance Amendment

---

**Attachments**

Memorandum from Planning Director Montgomery

---

---



**DATE:** June 6, 2016  
**TO:** Mayor and City Council  
**CC:** Martha Meeker, City Manager  
**FROM:** Doug Montgomery, Planning Director  
**SUBJECT:** ***REQUEST TO INITIATE LEGISLATIVE ZONING  
ORDINANCE AMENDMENT***

### **Background**

In the course of conducting research related to a citizen's concern regarding the approved location for a medical marijuana dispensary in McMinnville, staff has discovered that the term "State licensed preschool," which is one of the uses from which medical marijuana dispensaries and commercial recreational marijuana businesses must be buffered a minimum of 1,000 feet, lacks clear definition in State law and Oregon Administrative Rule. In fact, we have learned that the term "license" does not appear in this body of law, a detail acknowledged in a recent email to staff from Dawn Woods, the Child Care Director for the Early Learning Division of the Oregon Department of Education.<sup>1</sup>

Given this situation, and that State law offers several other categories for child care (e.g., "child care center," "nursery school," "child play school," "child development center"), it is our opinion that the ability to administer and enforce this particular provision of Chapter 17.64 of the McMinnville Zoning Ordinance is severely compromised, and left open to challenge. Further, it has been our experience from prior attempts that the ability to obtain a comprehensive list of locations in McMinnville from which preschool activities are conducted is difficult and the end product incomplete, making for inconsistent application of this particular buffering criterion.

---

<sup>1</sup> In an email to Principal Planner Ron Pomeroy, dated June 1, 2016, Ms. Woods stated: "As we discussed, it is more complicated than one would think [sic] in fact I learned the word "license" does not appear in our statute."

Page 2

For the reasons described previously, staff recommends the City Council direct staff to initiate the process necessary to amend Chapter 17.64 to either:

1. Remove in its entirety the phrase "State licensed preschool" from where it appears in Section 17.64.040 (6) (c) of the McMinnville Zoning Ordinance, thereby removing the requirement that such use be buffered from marijuana related activities; or
2. Work to create a body of language that would make clear the type of preschool or child care facilities from which they shall be buffered from marijuana related activities.

This request to initiate a legislative amendment is being made consistent with the requirements of the McMinnville Zoning Ordinance, Section 17.72.080 (A), which reads as follows:

*"A. A requested amendment to the text of the zoning ordinance or comprehensive plan would call for a legislative-type hearing, the purpose of which is to obtain public input primarily on matters of policy. A legislative amendment may be initiated by the City Council, the Planning Commission or by the Citizens' Advisory Committee. Any other citizen may petition the City Council requesting them to initiate a text amendment."*

Should the City Council choose to initiate such action, staff would prepare the appropriate draft amendment(s), provide the required public notice to the State and local community, and schedule a hearing before the Planning Commission for public testimony and recommendation to the City Council.

### **Recommendation**

Based upon our review of this issue, staff recommends the City Council take action to initiate a legislative amendment of Chapter 17.64 of the McMinnville Zoning Ordinance. If time permits, staff would welcome discussion and direction from the City Council regarding their preferred course of action.



**City Council- Regular**

**Meeting Date:** 06/14/2016

**Subject:**

**From:** Rose Lorenzen, Administrative  
Assistant / HR Analyst

---

**AGENDA ITEM:**

City of McMinnville Building Division Reports for the Period Ending May 31, 2016

**BACKGROUND:**

Please see attached Building Division Report

---

**Attachments**

Building Division Report

---

# City of McMinnville

## C404 - Privately Owned

Between 05/01/2016 and 05/31/2016

	Class Code	Permits	Bldgs	Houses	Valuation
		82	33	33	\$76,478
	<b>Sub-Totals:</b>	<b>82</b>	<b>33</b>	<b>33</b>	<b>\$76,478</b>
<b><u>Section I - Residential HouseKeeping Buildings</u></b>					
One-Family Houses Detached	101	3	3	3	\$813,452
One-Family Houses Attached	102	2	2	2	\$344,260
	<b>Sub-Totals:</b>	<b>5</b>	<b>5</b>	<b>5</b>	<b>\$1,157,712</b>
<b><u>Section II - New Residential Non-Housekeeping Buildings</u></b>					
Other Non-HouseKeeping Shelter	214	1	1	0	\$40,000
	<b>Sub-Totals:</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>\$40,000</b>
<b><u>Section IV - Additions &amp; Alterations</u></b>					
Add or Alter Dwellings	434	4	0	0	\$70,925
Add or Alter All Other Buildings and Structures	437	3	0	0	\$619,000
	<b>Sub-Totals:</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>\$689,925</b>
<b><u>Section V - Demolitions</u></b>					
Demolish All Other Than Dwellings	649	1	1	1	\$40,000
	<b>Sub-Totals:</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>\$40,000</b>
	<b>Grand-Totals:</b>	<b>96</b>	<b>40</b>	<b>39</b>	<b>\$2,004,115</b>

# Activity Summary Totals Report

Category: BLDG

Issued: 05/01/2016 - 05/31/2016

Type	# of Permits	Total Fees	Total Valuation
<b>BLDCOMBO</b>			
ACOM	1	\$343.11	\$4,000.00
AINS	1	\$5,122.34	\$600,000.00
ASFR	3	\$1,227.55	\$52,000.00
NCOM	1	\$383.76	\$40,000.00
NSFA	2	\$18,440.10	\$344,260.08
NSFR	3	\$29,242.65	\$813,452.09
<b>BLDMAJOR</b>			
ASFR	1	\$353.43	\$18,925.20
OTHR	1	\$289.00	\$15,000.00
<b>BLDMINOR</b>			
OTHR	4	\$818.64	\$45,350.00
ROOF	1	\$172.68	\$13,328.00
WALL	1	\$141.51	\$4,000.00
<b>DEMO</b>			
COM	1	\$544.49	\$40,000.00
<b>FLS</b>			
ALRM	1	\$179.02	\$9,300.00
<b>MECH</b>			
COM	3	\$399.04	\$0.00
RES	24	\$956.35	\$0.00
<b>MISC</b>			
	15	\$1,572.50	\$0.00
<b>PLUM</b>			
COM	4	\$372.96	\$0.00
IND	1	\$192.64	\$0.00
PUB	4	\$0.00	\$0.00
RES	23	\$1,178.24	\$0.00
<b>SIGN</b>			
MONU	1	\$127.93	\$4,500.00
<b>Total:</b>	<b>96</b>	<b>\$62,057.94</b>	<b>\$2,004,115.37</b>

# Activity Summary Totals Report

Category: BLDG

Issued: 07/01/2015 - 05/31/2016

Type	# of Permits	Total Fees	Total Valuation
<b>BLDCOMBO</b>			
ACOM	20	\$118,644.82	\$3,856,098.13
AGAR	1	\$876.16	\$42,131.10
AIND	2	\$5,371.82	\$66,261.68
AINS	1	\$5,122.34	\$600,000.00
APUB	1	\$1,868.24	\$200,000.00
ASFA	1	\$1,173.10	\$83,000.00
ASFR	19	\$22,443.34	\$1,379,183.04
IND	1	\$780.27	\$66,000.00
NAPT	7	\$402,192.97	\$6,058,575.60
NCOM	2	\$3,015.57	\$80,000.00
NGAR	4	\$1,798.07	\$99,702.33
NIND	1	\$7,028.18	\$232,345.68
NOTH	1	\$271.75	\$11,788.48
NSFA	10	\$85,113.04	\$1,677,359.57
NSFR	72	\$622,377.07	\$17,834,889.88
<b>BLDMAJOR</b>			
ACOM	3	\$1,431.75	\$95,000.00
AIND	1	\$369.54	\$20,000.00
ASFR	6	\$1,759.89	\$184,340.66
DECK	1	\$176.26	\$7,281.12
NGAR	1	\$931.49	\$52,689.28
NOTH	4	\$6,512.73	\$88,851.40
OTHR	1	\$289.00	\$15,000.00
<b>BLDMINOR</b>			
DECK	6	\$915.82	\$42,921.51
FENC	1	\$73.00	\$1,000.00
FOUN	2	\$481.38	\$23,500.00
OTHR	26	\$3,474.32	\$142,853.00
PATI	6	\$1,105.88	\$47,890.70
PUB	2	\$0.00	\$0.00
ROOF	21	\$7,459.53	\$940,035.00
WALL	2	\$237.23	\$7,000.00
<b>DEMO</b>			
COM	1	\$544.49	\$40,000.00
PUB	1	\$0.00	\$0.00
RES	7	\$2,618.80	\$46,800.00
<b>FLS</b>			
ALRM	16	\$2,861.96	\$154,751.56

Type	# of Permits	Total Fees	Total Valuation
SPRK	15	\$3,813.15	\$276,527.00
SUPP	3	\$199.66	\$6,100.00
<b>MECH</b>			
COM	28	\$6,573.01	\$0.00
IND	5	\$3,343.35	\$0.00
INS	3	\$1,649.76	\$0.00
PUB	6	\$1,154.00	\$0.00
RES	221	\$9,212.20	\$0.00
<b>MH</b>			
RES	12	\$13,605.75	\$146,662.56
<b>MISC</b>			
	167	\$61,806.15	\$0.00
<b>OCC</b>			
COM	1	\$28.00	\$1,000.00
<b>PLUM</b>			
COM	21	\$17,914.20	\$0.00
IND	11	\$640.64	\$0.00
PUB	11	\$81.76	\$0.00
RES	146	\$11,254.32	\$10,500.00
<b>SIGN</b>			
MONU	5	\$304.77	\$8,800.00
OTHR	1	\$79.62	\$2,000.00
POLE	2	\$529.70	\$26,250.00
<b>Total:</b>	<b>909</b>	<b>\$1,441,509.85</b>	<b>\$34,675,089.28</b>



# City of McMinnville - Account Summary Report

For Post Dates 05/01/2016 - 05/31/2016

For Category: BLDG

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

		Posted Amount
Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$1,900.96
		<hr/>
		\$1,900.96
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$9,920.81
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$8,723.33
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$1,161.56
		<hr/>
		\$19,805.70
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$2,109.76
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$72.25
		<hr/>
		\$2,182.01
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$3,620.00
		<hr/>
		\$3,620.00
		<hr/>
	Total Posted Amount:	\$27,508.67

# City of McMinnville - Account Summary Report

For Post Dates 07/01/2015 - 05/31/2016

For Category: BLDG

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

Posted Amount

Account Code: **ESCROW ACCT**	1500 STATE SURCHG-GENERAL	\$29,418.36
		<hr/>
		\$29,418.36
Account Code: 70-4400-05	1000 PERMIT FEES-BUILDING	\$163,027.86
Account Code: 70-4400-05	1300 PLAN REVIEW-BUILDING	\$92,108.29
Account Code: 70-4400-05	1400 PLAN REV-FIRE LIFE SAFTY	\$14,259.89
		<hr/>
		\$269,396.04
Account Code: 70-4400-10	1100 PERMIT FEES-MECHANICAL	\$31,895.27
Account Code: 70-4400-10	1310 PLAN REVIEW-MECHANICAL	\$2,421.25
		<hr/>
		\$34,316.52
Account Code: 70-4400-15	1200 PERMIT FEES-PLUMBING	\$47,466.40
Account Code: 70-4400-15	1320 PLAN REVIEW-PLUMBING	\$1,469.75
		<hr/>
		\$48,936.15
Account Code: 70-4400-20	1010 PERMIT FEES-MH SETUP	\$2,580.00
		<hr/>
		\$2,580.00
Account Code: 70-4400-25	1220 PERMIT FEES-REINSPECTION	\$235.00
		<hr/>
		\$235.00

Total Posted Amount: \$384,882.07