



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

## City Council Meeting Agenda

Tuesday, May 26, 2020

6:00 p.m. – Level 10 Meeting - **CANCELLED**

6:00 p.m. – Executive Session (CLOSED TO THE PUBLIC)

7:00 p.m. – Regular Council Meeting

Executive Session – to immediately follow the regular meeting  
of the City Council (CLOSED TO THE PUBLIC)

**REVISED 05/21/2020**

*Welcome! The public is welcome to attend, however if you are not feeling well, please stay home and take care of yourself. In accordance with Governor Kate Brown's Executive Order 2020-12 we are limiting the amount of people at Civic Hall and if we meet capacity we may ask you to leave.*

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

- *Email at any time up to 12 p.m. the day of the meeting to [Claudia.Cisneros@mcminnvilleoregon.gov](mailto:Claudia.Cisneros@mcminnvilleoregon.gov);*
- *If appearing via telephone only please sign up prior to the meeting by emailing the City Recorder at [Claudia.Cisneros@mcminnvilleoregon.gov](mailto:Claudia.Cisneros@mcminnvilleoregon.gov) as the chat function is not available when calling in zoom;*
- *Join the zoom meeting; send a chat directly to City Recorder, Claudia Cisneros, to request to speak and use the raise hand feature in zoom to request to speak, once your turn is up we will announce your name and unmute your mic.*

---

*You can live broadcasts the City Council Meeting on cable channels Xfinity 11 and 331, Frontier 29 or webstream here:*

[www.mcm11.org/live](http://www.mcm11.org/live)

**CITY COUNCIL REGULAR MEETING:** *You may join online via Zoom Meeting:*

<https://mcminnvilleoregon.zoom.us/j/96304061331?pwd=Q0ZldW9hSDArK0htQU1iYk9ncVNFUT09>

Zoom ID: 963-0406-1331

Zoom Password: 056423

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

*ID: 963-0406-1331*

**6:00 PM – LEVEL 10 MEETING – CANCELLED**

**6:00 PM – EXECUTIVE SESSION – VIA ZOOM (NOT OPEN TO THE PUBLIC)**

1. CALL TO ORDER

Kent Taylor Civic Hall is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made a least 48 hours before the meeting to the City Recorder (503) 435-5702 or [claudia.cisneros@mcminnvilleoregon.gov](mailto:claudia.cisneros@mcminnvilleoregon.gov).

2. **Executive Session pursuant to ORS 192.660(2)(f):** To consider information or records that are exempt by law from public inspections. (The records and information to be reviewed are exempt from public inspection pursuant to ORS 192.355(9)(a) and ORS 40.225 (Attorney-Client Privilege).

3. ADJOURNMENT

### 7:00 PM – REGULAR COUNCIL MEETING – VIA ZOOM & COUNCIL CHAMBERS

1. CALL TO ORDER & ROLL CALL

2. INVITATION FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some future date. The Mayor may limit comments to 3 minutes per person for a total of 30 minutes. The Mayor will read comments emailed to City Recorded and then any citizen participating via Zoom.*

3. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports
  - i. Visit McMinnville Status Update – Jeff Towery

4. CONSENT AGENDA

- a. Consider Minutes of the October 16, 2019 City Council Work Session Meeting.
- b. Consider Minutes of the October 22, 2019 City Council Work Session and Regular Meeting.

5. RESOLUTION

- a. Consider **Resolution No. 2020-32:** A Resolution accepting the CARES Act airport grant offer and authorizing the City Manager to execute an agreement with the Federal Aviation Administration (FAA). *(Added 5/21/2020)*

6. ADJOURNMENT

### EXECUTIVE SESSION – IMMEDIATELY FOLLOW THE REGULAR CITY COUNCIL MEETING - VIA ZOOM (NOT OPEN TO THE PUBLIC) *(moved from 6pm to after regular city council meeting)*

1. CALL TO ORDER

2. **Executive Session pursuant to ORS 192.660(2)(h):** To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

3. ADJOURNMENT

CITY OF McMinnville  
MINUTES OF CITY COUNCIL WORK SESSION  
Held at the Kent L. Taylor Civic Hall on Gormley Plaza  
McMinnville, Oregon

Wednesday, October 16, 2019 at 5:30 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Rebecca Holmes

Councilors: Present  
Remy Drabkin  
Adam Garvin  
Zack Geary  
Wendy Stassens  
Sal Peralta  
Kellie Menke, Council President

Also present were City Attorney David Koch, City Manager Jeff Towery, Planning Director Heather Richards, Planning Commissioner Susan Dirks, and members of the News Media – Tom Henderson, *News Register*.

1. CALL TO ORDER: Mayor Hill called the meeting to order at 5:40 p.m. and welcomed all in attendance.

2. DISCUSSION: Land Use Public Hearing Processes

Planning Director Richards said at the last Council Work Session there had been discussion about de facto public hearings for land use decisions. The current process was hearings went to the Planning Commission who made recommendations to the City Council. The Council could elect to move those items forward as an action and approve them or decide to hold a public hearing on the items. Some communities had a similar process, some used a de facto public hearing for Type III and Type IV land use actions, which were more impactful decisions, and some used a Hearings Officer. The Council had decided not to pursue using a Hearings Officer.

There was discussion regarding what items were brought to the Council as de facto public hearings and the 120 day deadline for applications. Planning Director Richards stated if they wanted to go to de facto public hearings at City Council, the Planning Commission would have to meet more often due to the 120 day deadline.

Councilor Garvin suggested if there was a timing issue, that the Planning Commission hold a Special Meeting to make a decision on an application.

Planning Commissioner Dirks thought that it would be reasonable to continue a hearing to two weeks instead of waiting another month.

Mayor Hill said it would only be for the controversial hearings. In his 16 years on Council, there had only been 2-3 that were controversial.

Councilor Stassens was not sure changing the whole system was necessary. The Planning Commission did a great job and the only time there was an issue was when they ran into the 120 day deadline.

Planning Director Richards said the contentious applications ended up taking a lot longer and needing more staff time. If they knew an application was going to be contentious, they let the applicants know that the deadline would most likely need to be extended. The applicants decided how long the deadline would be extended.

Councilor Peralta asked what the downside would be to just defaulting to a public hearing with the City Council. The non-contentious applications would not take much extra time. It would only be lengthy for the contentious ones. It would eliminate the current two-step process.

Council President Menke thought that would be micro-managing what the Planning Commission was doing. Most of the time all of the issues were resolved at the Planning Commission level.

Planning Director Richards said if they knew it would be going to Council, staff would be able to post a notice as soon as the Planning Commission made a decision and it would go to the next City Council meeting. Historically most land use decisions had not gone to a public hearing with the Council.

City Manager Towery explained the notification process for de facto hearings, and how there needed to be a 28 day notice. That would push everything that came out of the Planning Commission to a later Council meeting, which might affect the 120 day timeline even for non-controversial hearings.

City Attorney Koch clarified the cost for the additional noticing, which was \$1,750 per hearing.

Planning Director Richards said there would also need to be more staff time. If the Council wanted to hold de facto hearings on all applications, staff would work to maintain the 120 day clock and suppress it if need be to make sure the timeline would be met.

Councilor Stassens said the problem they were trying to solve was for a

small number of applications. Making all applications a de facto hearings with Council would be costly and take up more staff time.

Councilor Geary thought they should look into the Planning Commission holding Special Meetings to get items on the Council's agenda faster. The Planning staff and Planning Commission spent a lot of time working with the applicant to make the application the best it could be and to work.

Planning Director Richards said if after reviewing an application and it did not meet the criteria, they let the applicant know that it was being recommended for denial. Typically applicants would ask to change the application to meet the criteria and staff would meet with them to discuss how it could be changed.

Councilor Geary said there was a perception that the Planning staff was on the applicant's side and trying to get applications approved. Planning Director Richards said that was sometimes the position of those opposing an application. It was staff's job to bring the Planning Commission and City Council the best information that they could so the decision making bodies could make informed decisions. They were also helping the City mitigate risks on future legal actions. They were in a neutral position when it came to applications.

City Attorney Koch said it was not staff trying to get to a yes, but the applicant trying to get to a yes. Staff was explaining to the applicant how it did not meet the criteria and what the applicant could do to meet it.

Councilor Peralta suggested changing the format of the public hearing where citizen testimony was taken before the staff report like the County did. It might help people feel more heard in the process.

Planning Director Richards said often the staff report answered citizen questions and concerns so they might not need to testify. It would also put staff in a rebuttal position. She could talk to the County about their process.

Mayor Hill also thought having the staff report first helped the Council be on the same page with the same knowledge and they were more prepared for what the public had to say.

Councilor Drabkin said the question was if they thought their land use process was broken, and if not, why were they having this conversation.

Councilor Geary thought it was not whether the system was broken and how to fix it, but that there was more clarity about the process. It was worth assessing to make sure they were doing the best they could.

Councilor Drabkin said if it was about confusion about how the process worked, the Council could get more training so they were more prepared and not put additional stress on staff by rearranging things.

Councilor Geary asked what percentage of the criteria applications had to meet to get to a yes and what was a no. Planning Director Richards stated they started with the Comprehensive Plan policies, then any specific plans that applied, and then the Development Code. All of the ones that were relevant applied. When something was appealed to LUBA, it was appealed on the findings. The findings were technical science legal language that gave the basis for the decision. If the application met the code, they had to perform at a certain level, and if they made a finding that the application did not have to perform at that level for certain reasons, that opened up a weak link that could be appealed.

Councilor Garvin asked if the opposition did their own traffic study and those numbers came back different from the applicant's, how would Council know what was credible and relevant. Planning Director Richards said they would need to rely on staff. Staff would review the two studies and bring back their analysis to the Council so they could make an informed decision. If staff did not have the expertise to review it, they would outsource it to a professional third party for the analysis.

There was discussion regarding the Oak Ridge Meadows application and the traffic study information that caused confusion and looked arbitrary.

Mayor Hill said the consensus of Council was to keep the same policy they had in place currently, but for the contentious applications that would probably go to Council, staff would either work with the applicant to extend the timeline in advance or the Planning Commission could hold a Special Meeting to help the process move quicker. He also thought the Council would benefit from land use training.

Planning Director Richards clarified that staff would still be bringing the recommendations of the Planning Commission to Council and Council would determine whether or not they would hold a public hearing. Staff could also work on shortening the staff reports given during the meetings. She would work on setting up some training as well.

Planning Commissioner Dirks said regarding the perception of unfairness, it was only a perception. She thought the process was fair at both the Planning Commission and City Council levels. Members of the public did not necessarily understand the land use process and because it was their neighborhood they were emotional about it. One of the most important things they could do was at the beginning of the hearing to explain the

process in a manner that was easily understood and how the testimony needed to focus on how the application met or did not meet the criteria.

Mark Davis, McMinnville resident, was concerned that the public hearing was at the Council's choice. He was in favor of all the hearings coming before the Council because it would be hard for the Council to determine who did or did not want a hearing. Either that, or change the process so the Planning Commission did not make recommendations, but made final decisions that could be appealed to the Council. He did not think the current process guaranteed a citizen's right to be heard at the Council.

Planning Director Richards said they would make their best effort to make sure they stayed within the 120 day deadline and all of the public testimony was heard.

Councilor Stassens thought it was well documented that the City wanted citizen involvement. She thought this direction would still allow that.

3. ADJOURNMENT: Mayor Hill adjourned the Work Session at 6:51 p.m.

---

Claudia Cisneros, City Recorder

CITY OF McMinnville  
MINUTES OF CITY COUNCIL WORK SESSION  
Held at the Kent L. Taylor Civic Hall on Gormley Plaza  
McMinnville, Oregon

Tuesday, October 22, 2019 at 6:00 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Rebecca Holmes

Councilors:	Present	Excused Absence
	Adam Garvin	Remy Drabkin
	Zack Geary	
	Wendy Stassens	
	Sal Peralta	
	Kellie Menke, Council President	

Also present were City Attorney David Koch, Interim Finance Director Elizabeth Comfort, Fire Chief Rich Leipfert, Planning Director Heather Richards, Associate Planner Jamie Fleckenstein, Parks and Recreation Director Susan Muir, Parks and Recreation Representatives Anne Lane and Katie Noyd, Library Director Jenny Berg and members of the News Media – Tom Henderson, *News Register* and Jerry Eichten, McMinnville Community Media.

1. CALL TO ORDER: Mayor Hill called the meeting to order at 6:04 p.m. and welcomed all in attendance.

2. PRESENTATION: Recreational Facilities Planning Follow Up

Parks and Recreation Director Susan Muir said this was a follow-up to the October 8 Work Session where the consulting team gave the final report on the Recreational Facilities Study. Tonight Council was going to hear from Parks and Recreation staff about steps to move forward. There was a lot of discussion about staffing at the last meeting, and staff planned to give some background about programming. They wanted to go through the process and to be right-sized for McMinnville. This would help improve service because right now they were held back because of the current buildings. They were barriers to providing great services to the community. The conversations about a joint building had been going on for many years. There were many steps yet to go and a lot of community dialogue needed to happen.

Parks and Recreation Representatives Anne Lane and Katie Noyd said as they had been moving through this process, a lot of questions had come up



and they knew there would be more. They were encouraged by all of the questions as it showed the Council and community cared and were interested in the future of parks and recreation. They were posting all questions and answers related to the project on their website, [www.whatdoyouthinkmac.org](http://www.whatdoyouthinkmac.org). Council had asked questions about staffing and programming and how those related to recreation facilities. The staff, facilities, programming, and community were all related and connected. Recreational programming provided the community with opportunities to connect and engage with others, and they were able to do that every day. They likened a vital parks and recreation program to a garden where the soil was the facility which was necessary to make things grow, the sun was the efforts of staff, the rain was the programs that fueled the garden, the seeds were the community and the result was a beautiful garden. A building needed programming, staff, and participants to thrive. A gym space could transform from being blank and bare to a lively, multi-generational community event. A meeting room could be programmed to be a gymnastics studio and open pool space could become a fitness class, community swim lesson, and competitive swim environment. This happened when recreation programs were put together by staff. They compared current programming levels and master plan programming levels. Programming included resource coordination, staff training and background checks, cost recovery analysis, social media, Payroll and admin, room setup and maintenance, creative process, instructor recruitment, post-class surveys, curriculum, risk management, registration setup, purchasing equipment, scheduling, trend tracking, and promotion and marketing. They shared stories about some of the participants in their programs.

Parks and Recreation Director Muir discussed creating an advisory committee to work on next steps. She thought it could be made of up to 20 people and she was working on drafting the interview questions. She wanted to make sure in the process that unique representation and voices that were not typically heard would be at the table. She asked if there were additional questions from Council to add to the list and if the Council was in support with staff moving forward with recruiting for the advisory committee.

Councilor Peralta was in support of the advisory committee. At the beginning of the process the library and cultural facilities had been included in this conversation, and he asked how that fit in with the redevelopment of the recreation facilities.

Parks and Recreation Director Muir said they would be wrapping that piece into the next phase. It would be done by a consultant to determine programming needs for library and cultural spaces as they looked at site locations.

Councilor Geary wanted to make sure as the advisory committee and design moved forward that they built a facility that had durability and sustainability. He asked about including the other City facilities, such as the Fire Department.

Parks and Recreation Director Muir said they were including the Administration buildings in the next phase. The leadership team was looking at how to move all of these facilities forward, not just recreation.

Councilor Geary thought this process should continue to move along and as it did they needed to make sure to right-size it for the community.

Councilor Stassens was also in support of the advisory committee as a next step. She wanted to make sure there was a good mix of people on the committee. There was a lot of feedback about staffing and programming and it would be helpful to see what was specifically facilities based versus what was programming based. Also she wanted to make sure the facilities were right-sized so they could grow over time.

Councilor Peralta asked what the top locations were that people identified for a new facility.

Parks and Recreation Director Muir said downtown, near Joe Dancer Park, to the south and northeast. There would be a lot of opportunity to look at sites in the future.

Councilor Peralta asked that the materials people had submitted be added to the website.

Councilor Garvin was in favor of moving forward with the committee. He thought serving on the committee for 18 months of meetings was a big ask and due to the size of the committee he wanted to make sure those chosen would be committed to attending.

Council President Menke agreed with creating a committee.

Mayor Hill said in the strategic planning that they had been doing for the past three years, the consultants had told them to dream big and then set the priorities. This fit under the area of engagement and being inclusive. They needed to listen to all of the ideas. The public had a vested interest in parks and recreation and this was a long process to do the due diligence and bring a plan forward that met the priorities. Then they would need to go back out to the community to see what they would be willing to fund.

Parks and Recreation Director Muir asked if a Councilor wanted to participate on the interview panel for the advisory committee members. Councilors Geary and Garvin volunteered.

3. ADJOURNMENT: Mayor Hill adjourned the Work Session at 6:48 p.m.

s/s Claudia Cisneros  
Claudia Cisneros, City Recorder

DRAFT

CITY OF McMinnville  
MINUTES OF CITY COUNCIL REGULAR SESSION  
Held at the Kent L. Taylor Civic Hall on Gormley Plaza  
McMinnville, Oregon

Tuesday, October 22<sup>nd</sup> at 7:00 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Rebecca Holmes

Councilors:	<u>Present</u>	<u>Excused Absence</u>
	Remy Drabkin	N/A
	Adam Garvin	
	Zack Geary	
	Wendy Stassens	
	Sal Peralta	
	Kellie Menke, Council President	

Also present were City Attorney David Koch, Interim Finance Director Elizabeth Comfort, Fire Chief Rich Leipfert, Planning Director Heather Richards, Associate Planner Jamie Fleckenstein, Parks and Recreation Director Susan Muir, Parks and Recreation Representatives Anne Lane and Katie Noyd, Library Director Jenny Berg and members of the News Media – Tom Henderson, *News Register* and Jerry Eichten, McMinnville Community Media.

1. CALL TO ORDER: Mayor Hill called the meeting to order at 7:02 p.m. and welcomed all in attendance.
2. PLEDGE OF ALLEGIANCE  
Councilor Peralta led the pledge of allegiance.
3. INVITATION TO CITIZENS FOR PUBLIC COMMENT: There were no public comments.

Laura Searing, McMinnville resident and teacher, introduced students from the high school to talk about a climate change resolution. They knew that their activities were making a major impact and they needed to do more on every level to off-set that impact. Eight of the last ten years had been the warmest on record and every year they were seeing more extreme weather events, storms, droughts, wildfires, melting of glaciers and polar ice caps, and warming of the oceans. All of these changes were affecting people and

ecosystems around the globe. They were asking for help at a local level through the adoption of the resolution.

Chloe Bachman, McMinnville High School student, was concerned about the future and bringing kids into a world where they would have the responsibility to fix previous generation's mistakes and selfishness. She made sacrifices in her own life to reduce the amount of environmental impact that she had. It was frustrating when adults chose not to. Climate change was not a hypothetical or a far-away problem, every season was warming and they would soon be subject to extreme conditions, food shortages, and a depressed economy. This was a climate emergency and they needed to act and treat it as such.

Sophia Hampton, McMinnville High School student, loved her world and wanted future generations to love it too. There was a chance that it would not be possible. Reports were continuously coming out about the detrimental effects of climate change and the timeline they were on. Some say that they had 30 years until they reached the 1.5 degree Celsius warming threshold decided by the Intergovernmental Panel on Climate Change. Others say they had as little as 11-12 years. She was afraid for her future. As an adult she might be able to travel, except planes had high carbon emissions and half the places she wanted to go would be underwater. Her dream job would have to be in an industry that was not a huge contributor to climate issues, and she questioned bringing children into this world. All of her dreams had heavy strings attached, and she did not see a positive legacy she could leave. Wildfires and drought were the way things were heading. McMinnville was rich in history and innovation and this town was important to many people, but climate change did not spare anyone especially those living in poverty. According to the 2017 census, 16% or 5,500 McMinnville residents were living in poverty. For these people increased food prices due to agricultural challenges, more extreme temperatures, and health problems due to proximity and long exposure to environmental hazards were very real possibilities that would be absolutely debilitating. Climate change would only make homelessness worse. They were running out of time and the City needed to lead by example, make positive changes, and give hope and opportunity to its current and future residents.

Nicholas Peyton, McMinnville High School student, had grown up spending a lot of time in nature, and wanted to continue to explore the vibrant ecosystems he had seen on TV. However, if they continued to do the same things they had always done to the earth today, those ecosystems would not be there the same way they knew them today. They would lose biodiversity and thousands of species would be adversely affected. One of

the biggest contributors to greenhouse gas emissions was from transportation. The easiest way to cut down on it was by using public transportation, and larger cities had done a good job of that. He thought these systems also needed to be in place in small and medium sized cities like McMinnville. He knew they had a public transportation system in McMinnville but it was hard to find information on it. He thought it should be improved and that McMinnville should be more transit, pedestrian, and bike friendly. He thought they needed to act local first because there was lack of action in the federal government.

Ukaia Helensteiner, McMinnville High School student, said one major cause of climate change was deforestation and 99% of the world's temperate forests had been altered either through land clearing for agriculture, population growth, clear cutting for logging, or more human caused activities. To fix it they needed to plant more trees to take the carbon dioxide out of the atmosphere. They were asking the Council resolve to plant and maintain at least 200 more trees on the City's property every year. One mature tree could absorb up to 48 pounds of carbon per year. Each person needed about seven trees' worth of oxygen and the population of McMinnville was about 35,000. The City should have a bare minimum of 277,000 trees for oxygen to breathe. While they might have enough trees to give them oxygen to breathe, it did not factor in for the extra pollution created by businesses and residents. For every gallon of gas used in a vehicle, 20 pounds of carbon dioxide was released. If the City could not do the planting, then she suggested making it a community event. She knew many people who were eager to protect future generations. In the 1940s, about 355,000 acres of trees burned in the Tillamook forest fire. In response, almost one million seedlings were planted and the Tillamook burn was not only green again but was voraciously sequestering carbon. If they could organize like that back then, think what they could do with social media and political leaders like the Council. McMinnville was building up quickly. They ran the risk of cementing over all the previous greenspace and she encouraged the Council to regulate that a larger proportion of each buildable lot be permeable earth rather than unnatural surfaces. This would allow for native vegetation and trees to be planted and would help residents feel less helpless and more helpful. She did not want to get sick or die young because Earth could not sustain life. This was a climate emergency and their future was in grave danger. They all created it, and they all needed to fix it.

Ethan Downs, McMinnville High School student, said this was important for the City he had grown up in. He wanted to do whatever he could to help take care of the City and community and to do that, they needed to evaluate the usage of energy within the City, such as the use of fossil fuels in all

City operations with a view towards reducing said use through clean and renewable energy options such as electric vehicle fleets, voluntary renewable programs, new technologies, mitigation, and other measures. He also asked for support for energy efficiency and demand response programs offered by McMinnville Water & Light and encouraged City operations, residents, and businesses to sign up for these programs. He also encouraged the education of citizens in the installation of renewable energy and energy efficiency measures in the construction of new and remodeled homes and businesses through consultation with applicants and the identification of financial incentives. He also encouraged commitment to working closely with business partners to understand McMinnville's economy wide greenhouse gas emissions and the programs, partnerships, and technologies that could be used to reduce them.

Megan BalMBERger, McMinnville High School student, thought people were so caught up in themselves and their own beliefs that they overlooked the real global problems that they were contributing to. The most pressing was climate change. Youth should be worried about college and what to wear to football games, but instead they were worried about government, the well-being of their future children, and the health of the planet. They were tired of the debate around climate change that had been happening their entire lives. There was no debate. Climate change was real, and it was happening at an alarming rate. Global temperatures were rising at an alarming rate, entire eco systems were collapsing, and they were on the brink of a mass extinction. They could take small steps like being aware of their own consumption and impact and big steps like passing this resolution and creating legislative change across the world. In the end, it was up to those making the legislation and voting on the resolutions which affected them all. She hoped the resolution would be on the agenda in the next couple of months. On behalf of her generation and generations to follow, she urged the Council to acknowledge the climate crisis and inspire towns across the county and state to do the same.

Mayor Hill thanked everyone for speaking. He would have the City Attorney and City Manager review the resolution and make a determination on what the City could do. There were items in the Strategic Plan that addressed resiliency and livability. When it came to sustainability, this Council had taken some tough stands on plastic bags. The Council listened and wanted to lead in this arena.

Councilor Peralta thanked the students. He thought the requests in the resolution were thoughtful, well-researched and encouraged the City to do as much as they could to adopt as many of the items as possible and look to see where they could do more in these areas. A lot of these issues had been

deferred for many years, and he thought the upcoming generation would be able to solve and significantly address them.

Councilor Drabkin thought there were strong statements in the resolution that the City could evaluate doing right away, especially in increasing availability of public transportation, bicycles, and ride sharing opportunities and pursuing LEED certification in new construction of City buildings and energy efficient upgrades and retrofits. There were some things that they had less control or say over regarding City partners as they could not necessarily dictate what happened within those. There was a lot of great content in the resolution and she thought planting 200 trees per year would be a great goal. She would like to hear more from staff on the feasibility of that knowing that City land was used for different things and it might not always be feasible to meet that exact number, but they could increase plantings.

Council President Menke commented that the City was already doing a number of these things and she thought they should include the steps the City had already taken so everyone was aware.

Councilor Geary thought they could get behind the resolution, but wanted to hear more about what the far-reaching impacts would be. He suggested the City look into reducing the sale of single use plastics and not holding events that featured gasoline in the City. He thought they could get a task force together to look at these issues.

Councilor Stassens encouraged the students to keep talking because that was what spurred change. It helped them to remember where they were going as a community. The City had an ordinance about climate change, and she thought that should be reviewed as well. The City had a history of committing to solutions to climate change.

Councilor Garvin thought this should be more narrowed down to more specific items that could be carried out, not just a 15 point bulletin that did nothing. They also had to look at the feasibility and cost to citizens. It was expensive to live in McMinnville, and he did not want to create more poverty by passing a resolution.

Mayor Hill recognized a group of Cub Scouts in the audience who were working on their Citizenship in the Community badge.

#### 4. PRESENTATIONS

##### 4.a. Landscape Review Committee Annual Update

Sharon Gunter, Landscape Review Committee Vice Chair, introduced the agenda item.



Associate Planner Jamie Fleckenstein provided a presentation on the Landscape Review Committee (LRC). He discussed the LRC's purpose, responsibilities, and current members. Their 2019 accomplishments were 28 applications reviewed to date that included 13 landscape plans, 2 street tree plans, 12 street tree removal requests, and 1 street tree improvement plan. He gave examples of landscape plans that had been reviewed including Falcon Suites, Olde Stone Village RV Storage, and Food Truck Park. In addition to plan reviews, the Committee tackled some of the 2019 Work Plan projects including a Street Tree List update with the goals of being user friendly, improving diversity of the urban forest, providing more information to users, and reconsidering the suitability of certain tree species. Another Work Plan item was the Arbor Day 2019 project. The Arbor Day event was a requirement for the City's Tree City USA status which McMinnville had for 22 consecutive years. The signage for the 2019 tree planting and signage project was funded through an OCT grant, the trees were donated, and they engaged high school students and staff to help with the project.

Councilor Menke asked how many trees were planted in the City per year. Associate Planner Fleckenstein was not sure. It was a high priority for the LRC that replacement trees be planted for any street tree removals.

Mayor Hill noted that subdivision development also brought in significantly more trees. Council President Menke said there were several organizations that did annual tree plantings as well.

Planning Director Richards said the LRC also had on their Work Plan to do an inventory of the City's trees in partnership with youth groups and school districts. That project could be moved up to a higher priority.

Associate Planner Fleckenstein said for 2020, the LRC would continue to review landscape plans, street tree plans, and street tree removal applications. They would coordinate the Arbor Day 2020 event and work on the Street Tree Inventory and Right Tree Right Place informational brochure. There would also be a continued discussion for the LRC to provide advisory review of City public improvement projects involving landscaping/street trees. The intent for advisory review of City projects was to apply some consistent process and standards for City projects and private development, better communication with the public, and fulfill their committee purpose. The LRC had requested Planning staff to explore legislative changes to allow advisory review of City improvement projects.

Councilor Drabkin was in favor of this idea. She thought the City should be held to the same standards that private developers were held to.

Mayor Hill thought they should have a Work Session on the idea.

Councilor Geary was also in favor. If there were no substantial ramifications, he thought they should make this change.

Council President Menke was in support, but wanted to make sure they discussed any impacts to City departments.

Councilors Drabkin and Garvin did not think it warranted a Work Session. After staff discussion, it could come back to Council at a regular meeting.

Councilor Garvin asked if this change would create more work for staff and the LRC and make the process slower for projects.

Associate Planner Fleckenstein said the work load would increase depending on how many public improvements projects there were.

Councilor Geary said the LRC had talked about looking at the plans to also identify savings and efficiencies.

Councilor Drabkin said there had been feedback about dissatisfaction with the City's implementation of landscaping because native species were not used, ivy was growing up the side of the Planning Department, plantings were too close together, and future costs of maintenance and thinning had not been considered. She thought this change would be a benefit to the City.

Mayor Hill thought it would be sufficient to have the conversations and then bring forward a proposal to a regular Council meeting.

Councilor Geary said the LRC had received feedback that the real cost and time to comply with the rules was becoming an encumbrance and did not incentivize compliance. He did not know if it was something that could be fixed, but thought it should be a future discussion.

Associate Planner Fleckenstein noted he had also received feedback from individuals going through the process who were surprised to find that adjacent property owners were responsible for street tree maintenance or removal and replacement. At times people had expressed concern that it was a lot for a property owner to bear and the process was daunting.

Planning Director Richards said they had a standard for tree planting and there were costs associated with that in terms of the tree well and root barrier. Without a standard in place, the homeowner could be in a situation where they were replacing trees on a fairly regular basis. Regarding a street tree removal application, it was a lot of work for staff and the current fee

had to be subsidized because the true cost was about \$1,400 and they only charged \$150. They were trying to ensure that the community had a good urban forest, especially since the City did not have the resources to plant all of the trees. They had to work in partnership with property owners for street trees.

Councilor Geary asked about species that had been approved in the past that were no longer species that were thriving and were taken off the street tree list.

Planning Director Richards said they were working with those neighborhoods who still had those street trees and coming up with a street tree replacement plan so they did not have to go through the rigorous process and could have a reduced fee.

Councilor Garvin noted there were two openings on the Landscape Review Committee and a youth position open.

Associate Planner Fleckenstein said the members whose terms were expiring were reapplying and he had received one additional application.

Councilor Garvin asked if there was anything the Council could do to better support the LRC.

Ms. Gunter said being able to give input on City projects was important to the LRC. That would also help them answer questions they received from the public.

Councilor Stassens asked about the increase in the number of street tree removals.

Associate Planner Fleckenstein answered a lot of them were of a variety of tree that was planted about 20 years ago that had a 20 year life cycle.

Mayor Hill added there were also a significant number due to raised sidewalk and bad placement issues.

Councilor Stassens clarified the homeowner was responsible for replacing the tree and repairing the sidewalk.

4.b.

#### Yamhill County Fire Departments Cooperative Feasibility Study

Fire Chief Rich Leipfert said since 2014, he had been in conversations with other Fire Departments regarding creating a Fire District. In 2018, he had given a presentation to Council on the challenges they were facing as an organization regarding work load, services, and revenue. The Council had

directed him to look into creating a larger district. This Feasibility Study would conduct the data gathering and process to determine whether or not a district or some other method of collaboration would be in the best interest of the organization. He listed the departments who were involved in this process. Phase 1 of the project would be the initiation and development of a work plan that would identify the individuals that would be doing the tasks, gathering the information, establishing time tables, and establishing the methods. The acquisition and review of background information was where the heavy lift came in. There would be a lot of review on their current availability to meet response time standards and ambulance service standards. If some departments did not have these standards, they would use national standards. There would also be stakeholder meetings and field work and members of the Council would be part of the stakeholder group as well as the elected officials of each of the boards of the other fire districts and cities. Phase 2 would be the baseline agency evaluations. There would be an overview of the organizations that included a financial analysis, management components, capital facilities and apparatus, staffing and personnel management, service delivery and performance, and support programs. Phase 3 would be options for future opportunities for cooperative efforts. They would come up with general partnering strategies, options for shared services, fiscal analysis, and 3-D shared delivery service analysis. The consultants would provide findings and recommendations in a continuum of options. The options would be focused on strategies that had the best chance of success, highest possibility for service improvement, and were most favorable on the budget. Phase 4 would be the development and delivery of the project report. They would also provide two formal presentations to impacted agencies. Phase 5 was budgeted for next fiscal year. If the City chose to move forward, this phase would be for the creation of an implementation plan, strategic plan, and facilitation process. If they decided not to move forward with a district, but wanted to move forward with contractual obligations on a larger scope it would not require a vote and would not be the same work load as going to a full district and elections process. This project would take eight months to complete. The first three months would be consultant and staff work for the project initiation, developing a work plan, and baseline agency evaluations. The Council would be involved in the five months after that with the future opportunities, cooperative efforts, and project report discussions. If the Council decided to create a district, it would take 1-2 years to be ready for a vote.

Mayor Hill asked about the cost of the study.

Fire Chief Leipfert said it was \$50,000 and all was in the current budget except Phase 5. Some of the partners had agreed to pay a portion of the cost as well.

Councilor Drabkin asked how involved the Fire Team was in the process at this point.

Fire Chief Leipfert said they just got this scope of work and were waiting for the contract to come back. He had one meeting with the E-Board on this project and draft scope of work. He would be doing a presentation to all staff in November and the internal union would be one of the stakeholders.

Councilor Peralta asked when the union would be engaged.

Fire Chief Leipfert said they would be involved in the input phases and the conversations of what services should be provided, the work load, and staffing. It would be after the data collection phases.

Councilor Peralta asked about the current staffing levels and meeting concerns raised by staff during arbitration. He was concerned about the timeline and if they needed to address staffing more immediately. He asked if any intermediate steps could be taken to address staffing.

Fire Chief Leipfert said they had not added any staff. He thought they could look at grant opportunities for staffing. This study was only for consolidated feasibility, it was not bringing in consultants' opinions about doing a levy between now and then. They were still facing the same challenges and there was still staff turnover going on.

Councilor Peralta clarified all of the departments did not need to join to create a district.

Fire Chief Leipfert said that was correct. It would be a much simpler and faster transition if it was the departments they were currently working with like Amity and Lafayette. If it included the west end and Dundee, it would be a different dynamic because they would have different bargaining groups to negotiate with.

Councilor Stassens asked about the costs of the contract.

Fire Chief Leipfert said the total cost was \$62,000 and the City would pay \$50,000 and the other entities would contribute the rest.

Councilor Stassens clarified the benefit of the study would give them a clearer idea of how to optimize the collaboration of the organizations.

Fire Chief Leipfert said this study would tell the Council how well the Fire Department was doing as well as the other organizations and show the Department's weaknesses and strengths. It would also provide options and show whether it was in their best interest to move forward with a district.

They would also get information on the effectiveness of the fleet vehicles and other apparatus.

Councilor Garvin asked when they would come back with recommended tax rates for a district.

Fire Chief Leipfert said it would be in Phase 4, around month six.

Mayor Hill asked if the consultant would give them insights into moving financially from the General Fund or levies to a Fire District. If they took it off of the General Fund budget, he had heard a desire from the public that they would not increase their fee for a period of time.

Fire Chief Leipfert said the consultants would give them some feedback on that, but the consultants they would bring in for the marketing strategy would be able to give more feedback on success with an election. In many cases, the municipalities put a pause in their ability to use funds that were freed up by creating the district or committed to an incremental increase. This would be part of the political discussions that would occur.

Councilor Garvin asked when the contract went into effect.

Fire Chief Leipfert replied it would probably start in January.

There was discussion regarding the grant to get more staffing.

Fire Chief Leipfert explained the grant parameters were specific and he was not sure if he could apply yet. The grant was focused on fire fighter safety and four person engine companies. They were 3-4 year grants and typically the first year provided 75% of the costs, 50% for the second year, and 25% for the third year.

5. ADVICE/INFORMATION ITEMS

5.a. Reports from Councilors on Committee & Board Assignments

Councilor Garvin discussed the last YCOM meeting where the Pulse Point project was discussed. The tax rate for 911 service had passed and the City would start receiving that funding next fiscal year.

Councilor Geary reported on the applications reviewed by the Landscape Review Committee and Historic Landmarks Committee. The Kids on the Block was still waiting for the joint Council/School Board meeting.

Councilor Drabkin said the Affordable Housing Task Force would meet next Wednesday. The Housing for the Homeless Committee would meet next month.

Councilor Stassens said MURAC would meet on November 6.

Council President Menke said Visit McMinnville had a New York showing where they got a lot of influential writers to see what they were doing and what McMinnville was doing. An art piece was also developed. They were also discussing hiring another employee to do administration work. The Urban Growth Boundary Urbanization Committee discussed parks in the Urban Growth Plan and an outreach to Visit McMinnville and other entities on how to develop commercial property.

Planning Director Richards said they were in the Employment Land Needs Analysis and Public/Semi-Public Land Analysis process. They discussed forecast needs at the last meeting, such as how much land they would need for the various types. At the next meeting they would combine that analysis with the Buildable Lands Inventory. The final report would be done by the end of the calendar year.

Mayor Hill said the Newberg/Dundee Bypass Committee was updating letters of support which would be used to make a presentation to OTC in November. The last County Housing Solutions meeting was focused on homelessness issues and the last McMinnville Water & Light meeting included a report on station efforts and new contracts. Consistently McMinnville Water & Light was cutting \$3 million to \$4 million worth of timber to off-set water costs that kept them the second lowest water rate in the state. They had also outfitted 700 homes with LED lights, low flow shower heads, and power strip adapters with motion sensors through conservation dollars from BPA. They were also working to bring their budget and the City's budget more in line. The City Manager's annual review was due on November 1. The City would be getting a new phone system on Thursday. He encouraged everyone to vote in the November election.

5.b. Department Head Reports

Planning Director Richards said there was a Cool McMinnville Plan that was adopted by the City and she could bring it back for discussion and there was a Sustainability Committee with an action plan that had been in hibernation for several years that could be revitalized. There were vacant youth positions on several City committees.

5.c. September Building Reports

5.d. July Cash and Investment Report

6. ADJOURNMENT: Mayor Hill adjourned the Regular City Council Meeting at 8:58 p.m.

---

Claudia Cisneros, City Recorder

DRAFT



## **STAFF REPORT**

**DATE:** May 20, 2020  
**TO:** Jeff Towery, City Manager  
**FROM:** Mike Bisset, Community Development Director  
**SUBJECT:** Cares Act Airport Grant Agreement

---

### **Report in Brief:**

This action is the consideration of a resolution to accept a \$69,000 CARES Act Grant from the Federal Aviation Administration to help fund operations at the McMinnville Municipal Airport.

### **Background:**

The Coronavirus Aid, Relief, and Economic Security (CARES) Act, signed into law by the President on March 27, 2020, included \$10 billion in funds to be awarded as economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the COVID-19 pandemic.

The CARES Act provided funds to increase the federal share to 100 percent for Airport Improvement Program (AIP) and supplemental discretionary grants already planned for fiscal year 2020. Under normal circumstances, AIP grant recipients contribute a matching percentage of the project costs. Providing this additional funding and eliminating the local share will allow critical safety and capacity projects to continue as planned regardless of airport sponsors' current financial circumstances.

Additionally, the CARES Act provided new funds distributed by various formulas for all airports that are part of the national airport system. This included all commercial service airports, all reliever airports and some public-owned general aviation airports.

### **Discussion:**

On April 20, 2020, the City received notification that the CARES Act included a \$69,000 grant allocation for the McMinnville Municipal Airport. The grant notification indicated that airport owner can use the funds for any purpose for which airport revenues may be lawfully used, including operational expenses.

On May 12, 2020, the City submitted a Grant Application for the CARES Act funds. The FAA has approved the application and provided the attached CARES Act Grant Agreement 3-41-0036-020-2020 for the City's consideration. The Grant must be accepted no later than June 20, 2020.

The City will have four years to expend the grant funds, and complete the grant reimbursement processes.

### **Attachments:**

1. FAA Grant Offer
2. Resolution 2020-32

### **Recommendation:**

Staff recommends the City Council adopt the attached resolution accepting the \$69,000 CARES Act grant for the McMinnville Municipal Airport, and authorizing the City Manager to execute the grant agreement.



U.S. Department  
of Transportation  
Federal Aviation  
Administration

**CARES ACT AIRPORT GRANT AGREEMENT**

**PART I – OFFER**

Federal Award Offer Date \_\_\_\_\_

Airport/Planning Area McMinnville Municipal Airport – McMinnville, Oregon

CARES Grant Number 3-41-0036-020-2020 (Contract Number: DOT-FA20NM-K0065)

Unique Entity Identifier 085256626

TO: City of McMinnville, Oregon  
(herein called the “Sponsor”)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the “FAA”)

**WHEREAS**, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or “the Act”) Airports Grants Application (herein called the “Grant”) dated May 12, 2020, for a grant of Federal funds at or associated with the McMinnville Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA’s Grant offer;

**WHEREAS**, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the McMinnville Municipal Airport (herein called the “Grant”) consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport’s operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to McMinnville Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor’s payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the

same principles that govern “airport revenue.” New airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

**NOW THEREFORE**, in accordance with the applicable provisions of the CARES Act, Public Law Number 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor’s acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.**

**Assistance Listings Number (Formerly CFDA Number): 20.106**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **CONDITIONS**

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$69,000.
- 2. Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.  
  
The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).  
  
The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
- 3. Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
- 4. Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
- 5. Final Federal Share of Costs.** The United States’ share of allowable Grant costs is 100%.
- 6. Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation (“Secretary”). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
- 7. Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 12, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse’s Internet Data Entry System at <http://harvester.census.gov/facweb/> . Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
16. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    1. Checking the excluded parties list system (EPLS) as maintained within the System for Award

- Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
- 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
- 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

**17. Ban on Texting While Driving.**

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**18. Trafficking in Persons.**

- A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
  - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 2. Procure a commercial sex act during the period of time that the award is in effect; or
  - 3. Use forced labor in the performance of the award or subawards under the award.
- B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
  - 1. Is determined to have violated a prohibition in paragraph A of this award term; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either—
    - a. Associated with performance under this award; or

- b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
- 3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
- 4. Our right to terminate unilaterally that is described in paragraph A of this section:
  - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
  - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

**19. Employee Protection from Reprisal.**

A. Prohibition of Reprisals –

- 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - a. Gross mismanagement of a Federal grant;
  - b. Gross waste of Federal funds;
  - c. An abuse of authority relating to implementation or use of Federal funds;
  - d. A substantial and specific danger to public health or safety; or
  - e. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;
  - c. The Government Accountability Office;
  - d. A Federal office or employee responsible for oversight of a grant program;
  - e. A court or grand jury;
  - f. A management office of the grantee or subgrantee; or
  - g. A Federal or State regulatory enforcement agency.
- 3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).
- 6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

**20. Employee Retention.** For Large, Medium, and Small Hub Airports only: [insert name of airport sponsor], owner and operator of [insert name of airport], as a [insert hub size] hub airport, agrees to continue to employ, through December 31, 2020, at least 90 percent of the number of individuals employed (after making adjustments for retirements or voluntary employee separations) by the airport as of March 27, 2020, unless this provision is specifically waived by the Secretary at the airport Sponsor's written request. The Sponsor shall provide to the FAA the number of employees employed as of March 27, 2020, within 10 business days of this Grant being awarded. Provided further, the Sponsor will report to the FAA the number of employees as of June 30, September 30, and December 31 of 2020, within 10 business days of the end of each reporting period.

**21. Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

### **SPECIAL CONDITIONS**

- 1. ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
  - A. House and maintain the equipment in a state of operational readiness on and for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - C. Restrict the vehicle to on-airport use only;
  - D. Restrict the vehicle to the use for which it was intended; and
  - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
- 2. Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
- 3. Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
  - A. House and maintain the vehicle in a state of operational readiness for the airport;
  - B. Provide the necessary staffing and training to maintain and operate the vehicle;
  - C. Restrict the vehicle to airport use only;
  - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
  - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
  - F. Submit a copy of the executed agreement to the FAA.
- 4. Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
- 5. Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
- 6. Utility Relocation in Grant.** The Sponsor understands and agrees that:

- A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

---

*(Signature)*

---

*(Typed Name)*

---

*(Title of FAA Official)*



**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Dated \_\_\_\_\_

\_\_\_\_\_  
City of McMinnville, Oregon

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Oregon. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have

reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated \_\_\_\_\_

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

*(Signature of Sponsor's Attorney)*

## CARES ACT ASSURANCES

### AIRPORT SPONSORS

---

#### A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or “the Act”), Public Law Number, Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

#### B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

#### FEDERAL LEGISLATION

---

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.

- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
- r. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

## **EXECUTIVE ORDERS**

---

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 - Environmental Justice
- g. Executive Order 13788 - Buy American and Hire American
- h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

## **FEDERAL REGULATIONS**

---

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 - Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.

- h. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 - New restrictions on lobbying.
- k. 49 CFR Part 21 - Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

## **SPECIFIC ASSURANCES**

---

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

### **1. Purpose Directly Related to the Airport**

It certifies that the reimbursement sought is for a purpose directly related to the airport.

### **2. Responsibility and Authority of the Sponsor.**

#### **a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

#### **b. Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in

connection with this application; and to provide such additional information as may be required.

**3. Good Title.**

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

**4. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

**5. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**6. Exclusive Rights.**

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

**7. Airport Revenues.**

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

**8. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**9. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
  - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
  - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a

facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a



covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
  - f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

#### **10. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### **11. Acquisition Thresholds.**

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

**RESOLUTION NO. 2020 - 32**

A Resolution accepting the CARES Act airport grant offer and authorizing the City Manager to execute an agreement with the Federal Aviation Administration (FAA).

**RECITALS:**

The Coronavirus Aid, Relief, and Economic Security (CARES) Act, signed into law by the President on March 27, 2020, included a \$69,000 grant allocation for the McMinnville Municipal Airport.

On May 12, 2020, the City submitted a Grant Application for the CARES Act funds to be used for airport operational expenses.

The FAA has prepared a CARES Act Airport Grant Agreement 3-41-0036-020-2020 awarding the funds to the City.

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

1. The City Manager is hereby authorized and directed to execute the CARES Act Grant Agreement 3-41-0036-020-2020 with the Federal Aviation Administration, in the amount of \$69,000.00.
2. This Resolution will take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 26<sup>th</sup> day of May 2020 by the following votes:

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

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

Approved this 26th day of May 2020.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

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

\_\_\_\_\_  
City Recorder