



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

**City Council Meeting Agenda**  
**Tuesday, May 11, 2021**  
**7:00 p.m. – Regular Council Meeting**

*Welcome! The public is strongly encouraged to participate remotely but there is limited seating at Civic Hall for those who are not able to participate remotely. However, if you are not feeling well, please stay home and take care of yourself. In accordance with Governor Kate Brown's new face covering mandate, all who wish to attend public meetings must wear a face mask or some kind of face covering is required while in the building and you must maintain six feet apart from others.*

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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)

You may join online via Zoom Meeting:

Zoom ID:

Zoom Password:

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

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

1. CALL TO ORDER & ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. PROCLAMATIONS
  - a. McMinnville Economic Development Partnership (MEDP)
  - b. National Public Works Week
4. INVITATION TO CITIZENS FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some future date. The Mayor may limit comments to 3 minutes per person for a total of 30 minutes. The Mayor will read comments emailed to City Recorded and then any citizen participating via Zoom.*
5. PRESENTATIONS
  - a. Recology Presentation
6. **JOINT MEETING MCMINNVILLE URBAN RENEWAL AGENCY & MCMINNVILLE CITY COUNCIL**
  - a. Call to Order
  - b. Presentation: Audit Report for Fiscal Year 2019-2020 presented by Merina & Company
  - c. Adjournment of Joint Meeting
7. ADVICE/ INFORMATION ITEMS
  - a. Reports from Councilors on Committee & Board Assignments
  - b. Department Head Reports

8. CONSENT AGENDA

- a. Consider OLCC request for a Winery 3<sup>rd</sup> location license from White Estate Winery, LLC DBA: Troon Vineyard located at 620 NE 3<sup>rd</sup> Street.

9. RESOLUTIONS

- a. Consider **Resolution No. 2021-**: A Resolution

10. ADJOURNMENT

**Meeting Accessibility Services and Americans with Disabilities Act (ADA) Notice:** 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).



**City of McMinnville**  
**Planning Department**  
231 NE Fifth Street  
McMinnville, OR 97128  
(503) 434-7311  
[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

# STAFF REPORT

**DATE:** April 27, 2021  
**TO:** Mayor and City Councilors  
**FROM:** Jamie Fleckenstein, Associate Planner  
**SUBJECT:** Arbor Day Proclamation

## STRATEGIC PRIORITY & GOAL:



## GROWTH & DEVELOPMENT CHARACTER

Guide growth & development strategically, responsibly & responsibly to enhance our unique character.

**OBJECTIVE/S:** Strategically plan for short and long-term growth and development that will create enduring value for the community

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### Report in Brief:

This is a proclamation to be read by the Mayor which will proclaim April 30, 2021 as Arbor Day in McMinnville.

### Background:

Arbor Day was first celebrated in Nebraska in 1872 as a tree-planting holiday, and since that time the Arbor Day Foundation was formed and the holiday is now celebrated internationally each year. In Oregon, the first full week of April is celebrated as Arbor Week. Nationally, Arbor Day celebrated on the last Friday in April.

### Discussion:

This year, the City of McMinnville celebrates the 24<sup>th</sup> consecutive year of recognition as a certified Tree City USA. The Tree City USA recognition program, sponsored by the Arbor Day Foundation in partnership with the United States Forest Service and National Association of State Foresters, honors a city's commitment to a framework for a healthy and sustainable urban forestry program. Recognizing and celebrating Arbor Day is an important component of the Tree City USA program. In McMinnville, it provides an opportunity to educate about trees and tree care, build support for the City's community forest, and helps foster a sense of civic pride. Arbor Day is also a day to recognize the many benefits provided by trees in McMinnville, the State of Oregon, and around the world:

- Trees clean air by removing pollutants
- Trees provide oxygen
- Trees contribute to positive mental health

- Trees help clean drinking water
- Trees provide shade to lower surface and air temperatures
- Trees help reduce effects of climate change
- Trees help save and conserve energy
- Trees support wildlife and provide habitat
- Trees help reduce crime
- Trees increase property values

To further support McMinnville, the Arbor Day Foundation has provided updates for street signs located at prominent entries to the city showing McMinnville has been a certified Tree City USA for 24 consecutive years. Also, McMinnville's Tree City USA flag continues to fly over the city on a flag pole at the Fire Department, near the corner of Baker Street and 2<sup>nd</sup> Street.

**Attachments:**

None.

**Fiscal Impact:**

None.

**Recommendation:**

Staff recommends that the Mayor read the attached proclamation to proclaim April 30, 2021 as Arbor Day in the City of McMinnville.

JF



# PROCLAMATION

**Whereas**, in 1872 Julius Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**Whereas**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and world; and

**Whereas**, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

**Whereas**, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

**Whereas**, trees in our city increase property values, enhance the economic vitality of our business areas, and beautify our community; and

**Whereas**, the City of McMinnville is celebrating its 24<sup>th</sup> year as a certified Tree City USA as recognized by the Arbor Day Foundation; and

**Whereas**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE, I, Scott A. Hill**, Mayor of the City of McMinnville, do hereby proclaim Friday, April 30, 2021 as

## ARBOR DAY

in the City of McMinnville, and I urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands, and further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

**In Witness Whereof**, I have hereunto set my hand and caused the official Seal of the City of McMinnville to be affixed this 27<sup>th</sup> day of April, 2021.

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Scott A. Hill, Mayor



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## STAFF REPORT

**DATE:** April 27, 2021  
**TO:** Mayor and City Councilors  
**FROM:** Chuck Darnell, Senior Planner  
**SUBJECT:** Historic Preservation Month Proclamation

### STRATEGIC PRIORITY & GOAL:



### GROWTH & DEVELOPMENT CHARACTER

Guide growth & development strategically, responsively & responsibly to enhance our unique character.

**OBJECTIVE/S:** Strategically plan for short and long-term growth and development that will create enduring value for the community

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### Report in Brief:

This is a proclamation to be read by the Mayor which will proclaim May 2021 as Historic Preservation Month in McMinnville.

### Background:

Historic Preservation Month was first established and observed by the National Trust for Historic Preservation in 1973. The National Trust for Historic Preservation is a nonprofit organization dedicated to protecting America's historic buildings, landscapes, and neighborhoods. The City's Historic Landmarks Committee is the appointed body that is involved in the practice of historic preservation, serving as the body tasked with managing the City's Historic Resources Inventory and reviewing any alteration to an existing historic landmark. The Historic Resources Inventory is a locally adopted list of protected historic structures, buildings, and sites in the city, and includes numerous resources dating back as far as 1853.

### Discussion:

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

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*Attachments:*  
*Proclamation for Historic Preservation Month*

## **This Place Matters**

The City will be working to promote important and interesting historic resources during Historic Preservation Month by compiling information on important historic resources, including historic and current photos, as well as stories that provide more information about the role that the historic resources play in the city. The Planning Department will be sharing this information through the “This Place Matters” feature on the McMinnville Matters website and social media platforms. If anyone is interested in submitting their own pictures or stories to use in the online posts, please send those along to Chuck Darnell, Senior Planner, at [chuck.darnell@mcminnvilleoregon.gov](mailto:chuck.darnell@mcminnvilleoregon.gov).

## **Historic Preservation Awards**

Another activity during Historic Preservation Month will include the selection and presentation of Historic Preservation Awards. The Historic Preservation Awards have been presented to property owners in previous years, and are a great opportunity to acknowledge and honor outstanding historic preservation efforts that have been undertaken in the City of McMinnville. The awards may be provided to property owners that completed historic preservation projects (such as remodeling, restoration, or reconstruction), but can also be provided to individuals that are particularly committed to or involved in historic preservation efforts in the community. The City will be announcing a nomination process for the Historic Preservation Awards, so watch for further communication and detail on that process soon.

The Historic Landmarks Committee will review award nominations and select the award winners, and the awards will be announced and presented to the property owners at a future City Council meeting in celebration of Historic Preservation Month.

## **Historic Preservation Education & Marketing Program**

In 2021, the Planning Department and the Historic Landmarks Committee will be developing and executing a detailed and thorough public education marketing program to increase public education, awareness, and appreciation of McMinnville’s historic resources and the role that the City has in implementing the historic preservation program. This is included in the McMinnville Historic Preservation Plan as Goal 1, which is to “Increase Public Awareness and Understanding of McMinnville’s History and its Historic Preservation Program”. The adopted McMinnville Historic Preservation Plan also includes more specific policies that align with the activities proposed for the public education marketing program. Policy 1.D states “Increase and streamline the historic preservation program’s media presence”.

The creation of the public education marketing program will be funded by a Certified Local Government (CLG) grant that the Planning Department will soon be receiving from the State Historic Preservation Office (SHPO). SHPO staff has confirmed that McMinnville’s proposed project will be funded in this grant cycle, and is just awaiting their own funding from the federal level and the National Park Service before they officially issue the notice to proceed on CLG grant-funded projects.

The CLG grant funds will be utilized to procure professional consultant services to assist in the execution of the public education marketing program. Due to staff workload and other department programs and operations, marketing and public education or awareness projects related to historic preservation sometimes get deferred in the Planning Department’s implementation of the overall department work plan, which includes the Historic Landmarks Committee work plan. However, the Historic Landmarks Committee has recently prioritized public education and awareness, and wants to ensure that public education and awareness work is completed during the upcoming CLG grant cycle. In order to ensure that this work is completed, the CLG grant funds will be used to hire a consultant with experience in marketing, design, and social media to develop and execute a year-long public education marketing

program for McMinnville's historic preservation program and the historic resources listed on the local McMinnville Historic Resources Inventory.

**Attachments:**

Proclamation for Historic Preservation Month

**Fiscal Impact:**

None.

**Recommendation:**

Staff recommends that the Mayor read the attached proclamation to proclaim May 2021 as Historic Preservation Month in the City of McMinnville.





# PROCLAMATION

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

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

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

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

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

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

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

**NOW, THEREFORE, I, Scott A. Hill**, Mayor of the City of McMinnville, do hereby proclaim **May 2021** as

## HISTORIC PRESERVATION MONTH

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

**In Witness Whereof**, I have hereunto set my hand and caused the official Seal of the City of McMinnville to be affixed this 27<sup>th</sup> day of April, 2021.

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Scott A. Hill, Mayor

**From:** [Heather Richards](#)  
**To:** [Claudia Cisneros](#)  
**Cc:** [Jeff Towery](#)  
**Subject:** FW: 4/27/2021 Public Comment - Community Petition regarding Linfield University  
**Date:** Tuesday, April 27, 2021 12:26:16 PM  
**Attachments:** [We sent you safe versions of your files.msg](#)  
[City of McMinnville & Linfield University - Petition Comments.pdf](#)  
[City of McMinnville & Linfield University - Petition Signatures.pdf](#)

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Hi Claudia,

This just came in. I believe that only Jeff and I have received it at this time.

*Have a great day!*

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**Heather Richards**, PCED  
Planning Director  
City of McMinnville  
231 NE Fifth Street  
McMinnville, OR 97128

503-474-5107 (phone)  
541-604-4152 (cell)

[Heather.Richards@mcminvilleoregon.gov](mailto:Heather.Richards@mcminvilleoregon.gov)  
[www.mcminvilleoregon.gov](http://www.mcminvilleoregon.gov)

*The City of McMinnville, due to budget shortfalls, has implemented an employee furlough program. Until further notice I will not be working on Mondays. All of our development services programs (building, code compliance, engineering and planning) will still be offered Monday – Friday, 8:00 am – 5:00 pm. We will do everything that we can to maintain timely customer service, but due to the reduced work week for staff you may experience some delays in our programs. We apologize in advance and appreciate your patience as we work through this situation.*

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**From:** PAIGE Barton <paige.barton@comcast.net>  
**Sent:** Tuesday, April 27, 2021 12:16 PM  
**To:** TESTIMONY <TESTIMONY@mcminvilleoregon.gov>  
**Subject:** 4/27/2021 Public Comment - Community Petition regarding Linfield University

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

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**This message originated outside of the City of McMinnville.**

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Good afternoon,

My name is Paige Barton. I'm submitting the attached petition signatures and petition comments for the City Council's consideration during this evening's Council meeting. This is a general public comment, not reflective of any of tonight's agenda items.

This petition is intended to supplement a live general public comment from myself this evening to deliver it to Councilors. My comments will be about why this petition is important, and why it is important that the City of McMinnville take a position on the events at Linfield University.

Thank you,  
Paige Barton

Recipient: McMinnville City Councilor Chris Chenoweth, McMinnville City Councilor Kellie Menke, McMinnville City Councilor Zach Geary, McMinnville City Councilor Remy Drabkin, McMinnville City Councilor Sal P...

Letter: Greetings,

I support the faculty and students at Linfield University. I urge the City of McMinnville to censure or issue a formal statement to the Linfield College Board of Trustees. We support the resignations of Board Chair David Baca and President Miles K. Davis, and believe this is a necessary first step to restoring trust and safety at Linfield University. As our elected leaders, we need you to take a position on the conflict at Linfield University and affirm that the City of McMinnville is a safe place for all.

# Comments

Name	Location	Date	Comment
Will Worth	Mcminnville, OR	2021-04-19	"I am also a 5th generation linfield student this is not ok in my book. My family has lived in McMinnville since McMinnville has been an incorporated community, make this change happen."
Sarah Doan	Portland, OR	2021-04-19	"We need accountability for the actions (and inactions) of these university leaders!"
Jade Everage	Hawthorne, CA	2021-04-19	"I'm signing because people in power are not above accountability."
Siena Davis	Portland, OR	2021-04-20	"I am signing because as a student of Linfield University, I value student voices being heard and knowing that campus truly is the safest place. That is not happening, especially now with President Davis' extremely rude and hurtful remarks. Linfield needs to do better."
Hannah Waterman	Newberg, OR	2021-04-20	"It is time we take a stand as a community to Linfield Administration and Board of Trustees."
Anne Falla	Mcminnville, OR	2021-04-21	"Linfield deserves better."
Rhianna Bennett	Bothell, WA	2021-04-24	"I'm signing because no one is above accountability."
Olivia Allen	Newberg, OR	2021-04-27	"Your silence says it all"

Recipient: McMinnville City Councilor Chris Chenoweth, McMinnville City Councilor Kellie Menke, McMinnville City Councilor Zach Geary, McMinnville City Councilor Remy Drabkin, McMinnville City Councilor Sal P...

Letter: Greetings,

I support the faculty and students at Linfield University. I urge the City of McMinnville to censure or issue a formal statement to the Linfield College Board of Trustees. We support the resignations of Board Chair David Baca and President Miles K. Davis, and believe this is a necessary first step to restoring trust and safety at Linfield University. As our elected leaders, we need you to take a position on the conflict at Linfield University and affirm that the City of McMinnville is a safe place for all.

# Signatures

Name	Location	Date
Paige Barton	Portland, OR	2021-04-18
Marvin Bernards	Newberg, OR	2021-04-18
Beatrice DeGraw	Mcminnville, OR	2021-04-18
Katie Martinez	Mcminnville, OR	2021-04-18
Julia Kellogg	Mcminnville, OR	2021-04-18
Ava Dumler	Mcminnville, OR	2021-04-18
Joelle Murray	Portland, OR	2021-04-18
Elia Samms	Portland, OR	2021-04-18
Ian Cooper	Elmira, OR	2021-04-18
Tanya Tompkins	McMinnville, OR	2021-04-18
Kaitlin Corbett	San Jose, CA	2021-04-18
Joel Friedrich	Amity, OR	2021-04-18
Dacia Solis	Beaverton, OR	2021-04-18
Isamar Chavez	Mcminnville, OR	2021-04-18
Peg Kn	McMinnville, OR	2021-04-18
Sarah Forester	Mcminnville, OR	2021-04-18
Lynnette Shaw	Salem, OR	2021-04-18
Ellen Ewing	McMinnville, OR	2021-04-18
John Trombold	Spokane, WA	2021-04-19
Isabel Duran	Seattle, WA	2021-04-19

Name	Location	Date
Robert Santos	Mcminnville, OR	2021-04-19
Will Worth	Mcminnville, OR	2021-04-19
Muang Hoih	Portland, OR	2021-04-19
Anita Phomma	Portland, OR	2021-04-19
Roman Mesel	Mcminnville, OR	2021-04-19
Raechel Thomson	Portland, OR	2021-04-19
Hanna Shields	Mcminnville, OR	2021-04-19
Anonymous Anonymous	Mcminnville, OR	2021-04-19
Grace DeVyldere	Albany, OR	2021-04-19
Natalie Clayton	Hillsboro, OR	2021-04-19
Morgan Stewart	Newberg, OR	2021-04-19
Sofia Bauer	Beaverton, OR	2021-04-19
khanh do	Portland, OR	2021-04-19
Patrick M	Mililani, HI	2021-04-19
Claudia Velie	Kingston, WA	2021-04-19
Angie Gomez	Mcminnville, OR	2021-04-19
Jeremy Odden	Seattle, WA	2021-04-19
Sarah Roberts	Mcminnville, OR	2021-04-19
Aspen Brooks	Kenmore, WA	2021-04-19
Hannah Terrell	McMinnville, OR	2021-04-19
Ella Hillberry	Ketchikan, AK	2021-04-19
Laura Heryford	Mcminnville, OR	2021-04-19



Name	Location	Date
Sarah Doan	Portland, OR	2021-04-19
Jade Everage	Hawthorne, CA	2021-04-19
Katelin Swanson	Pullman, WA	2021-04-19
Ryley Zerngast	Mcminnville, US	2021-04-19
Madeline Robert	Portland, OR	2021-04-19
Matilda Kahler	Mcminnville, OR	2021-04-19
Chelsea Armstrong	US	2021-04-19
Kerri Paasche	Beaverton, OR	2021-04-19
Autumn Gomoll	Mcminnville, OR	2021-04-19
Chloe Brady	Bow, WA	2021-04-19
Gadibel Ortiz	Portland, US	2021-04-19
Lucy Ellis	Hillsboro, OR	2021-04-19
Jack Patterson	Portland, OR	2021-04-19
Taylor Smith	Van Nuys, CA	2021-04-19
Sam Hawkins	Portland, OR	2021-04-19
Yuliana Tzintzun	Mcminnville, OR	2021-04-19
Riley Barron	Salem, OR	2021-04-19
Isabel Berger	Mcminnville, OR	2021-04-19
Emma Gieseke	Redmond, WA	2021-04-19
Quinton Bourgette	Mcminnville, OR	2021-04-19
Campbell Small	Albuquerque, NM	2021-04-19
Courtney Hassell	Portland, OR	2021-04-19

Name	Location	Date
David Betts	Lake Oswego, OR	2021-04-20
Siena Davis	Portland, OR	2021-04-20
Gillian Turner	Portland, OR	2021-04-20
Rachel Kiefer	Everett, WA	2021-04-20
Molly Herrera	Salem, OR	2021-04-20
Todd Dimmitt	Sheridan, OR	2021-04-20
Stephanie Hodges	McMinnville, OR	2021-04-20
Grace DeBiccari	Portland, OR	2021-04-20
Bijoux Doherty	Newberg, OR	2021-04-20
Raechel Sims	Portland, OR	2021-04-20
Catherine Espiritu	Salem, OR	2021-04-20
Ciara Kam	Ewa Beach, US	2021-04-20
Ariel Ushijima	Honolulu, HI	2021-04-20
Ailee Yanagishita	Honolulu, HI	2021-04-20
Jenny Wilson	Carlton, OR	2021-04-20
Kelsey Lyle	Washington, DC	2021-04-20
Brenda Choi	Los Angeles, CA	2021-04-20
Jamie Talbo	Beaverton, OR	2021-04-20
Hannah Waterman	Newberg, OR	2021-04-20
Kate Lanning	Portland, OR	2021-04-20
Madelyn Safford	Bend, OR	2021-04-20
Samantha Wikstrom	newberg, OR	2021-04-20

<b>Name</b>	<b>Location</b>	<b>Date</b>
Haley Fierros	Ventura, CA	2021-04-20
Natasha Bailey	McMinnville, OR	2021-04-20
Camille Lenning	Portland, OR	2021-04-20
Anna Johnson	Eugene, OR	2021-04-20
Kyleigh Bryan	Salem, OR	2021-04-20
Emma Hamilton	Eugene, OR	2021-04-20
Marla Cazares	McMinnville, OR	2021-04-20
Cailyn Nichols	Pasadena, MD	2021-04-21
Anna Haberlin	Redmond, WA	2021-04-21
Avi Lee-Petzak	Salem, OR	2021-04-21
Tayler Martinez	Gilroy, CA	2021-04-21
Ruth Rogers	Vancouver, WA	2021-04-21
Krysten Baryo	Mcminnville, OR	2021-04-21
Shea Gischer	Wilsonville, US	2021-04-21
Yvette Clark	McMinnville, OR	2021-04-21
Bob Clark	Mcminnville, OR	2021-04-21
Shay McClean	Oregon	2021-04-21
Anne Falla	Mcminnville, OR	2021-04-21
Rolan Cranford	McMinnville, OR	2021-04-22
Kaitlin Seitz	Lynnwood, US	2021-04-22
Marilyn Dresser	Mcminnville, OR	2021-04-22
Lisa Kammel	Riverside, CA	2021-04-22

Name	Location	Date
Darlene Siegel	Portland, OR	2021-04-22
Ranga Duvvuri	Portland, OR	2021-04-23
Charlene McCreight	Mcminnville, OR	2021-04-24
Adam Kaluba	Burleson, US	2021-04-24
Rhianna Bennett	Bothell, WA	2021-04-24
Jaimie McDonald	McMinnville, OR	2021-04-24
Sarah Cox	Anderson, IN	2021-04-24
Jenny Wilson	McMinnville, OR	2021-04-25
Joella Cordell	Gresham, OR	2021-04-25
Sheila Barnes	Salem, OR	2021-04-25
Chloe Dodgen	Fairview, PA	2021-04-25
Candice Robben	US	2021-04-27
Andrea Corona	Dayton, OR	2021-04-27
Cassidy Weisz	McMinnville, OR	2021-04-27
Olivia Allen	Newberg, OR	2021-04-27



**City of McMinnville  
Library**  
225 NW Adams Street  
McMinnville, OR 97128  
(503) 435-5555  
[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

## STAFF REPORT

**DATE:** April 27, 2021  
**TO:** Mayor and City Councilors  
**FROM:** Jenny Berg, Library Director  
**SUBJECT:** Remove overdue fines on materials borrowed from the Library  
**STRATEGIC PRIORITY & GOAL:**



### ENGAGEMENT & INCLUSION

Create a culture of acceptance & mutual respect that acknowledges differences & strives for equity.

**OBJECTIVE/S:** Improve access by identifying and removing barriers to participation

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#### **Report in Brief:**

The Library intends to be “fine free”, removing late fines assessed for borrowed items that are returned past the borrowing date.

#### **Background:**

The Library started charging overdue fines on borrowed materials in 1993.

With the onset of the COVID-19 pandemic people were required to remain home and library hours were limited, so it made sense to waive late fines on all materials.

At the same time, there has been an upward trend in libraries no longer charging overdue fines due to the regressive nature of late fines taking a larger percentage of income from low-income earners than from high-income earners. Fines often create an economic barrier for those that most likely need library services.

In the last few years McMinnville Library staff have considered removing fines, and now is the right time to implement going “fine free”.

#### **Discussion:**

Removing late fines on library materials addresses many of the objectives of MacTown 2032.

- Engagement and Inclusion
  - Improve access by identifying and removing barriers to participation - A primary barrier for people to use the library is the assessment of fines. Going “fine free” improves access by removing this barrier to borrowing library materials.

- City Government Capacity
  - Identify and focus on the City's core services –Eliminating overdue fines will enable library staff to focus more on making library services and collections available to our community. Collecting fines is not a core service of the library.
  - Invest in the City's workforce – Collecting overdue fines can be a difficult and unpleasant task for library staff. Removing this task is an investment in staff morale.
- Economic Prosperity
  - Improve systems for economic mobility and inclusion – A public library is inherently a system for economic mobility through continuing education. Eliminating overdue fines will improve this system by increasing access to the library.
- Removing late fines also concurs with McMinnville City values of equity and courage.

**Attachments:**

Data attached

**Fiscal Impact:**

It is estimated that there will be \$21,000 less in revenue for the general fund by eliminating overdue fine collection. This accounts for only 0.059% of revenue collected.

*(\$21,000 (fines collected) divided by \$35,000,000 (general fund revenue))*

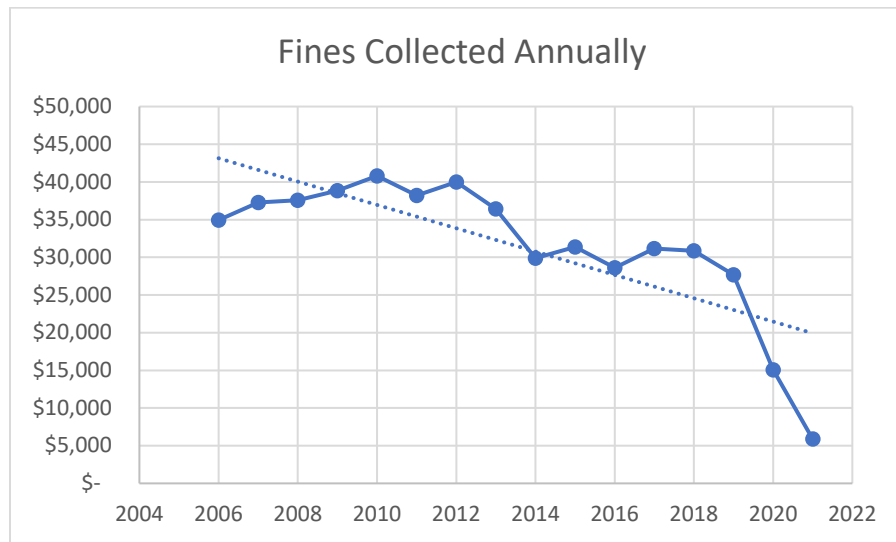
While it may seem unsound to eliminate a source of revenue when the City is facing furloughs, it is actually a reasoned approach. Collecting overdue fines is a time-consuming process for staff. It is estimated that collectively staff spend approximately 6 minutes of every open library hour discussing, assessing, and collecting fines from patrons. This amounts to \$6,370 currently spent on late fee collection.

*(35 (open hrs/wk) x 0.1 (% of every hour) x 52 (weeks) x \$35 (average hourly wage) = \$6,370)*

**Recommendation:**

This memo is to inform the City Council of the Library intention to not charge overdue fines on borrowed materials. The “fine free” plan is reflected in the 2021-22 budget proposal from the Library.

## McMinnville Public Library Fine Free Supplemental Information



This graph shows a decline in the amount collected for both overdue fines and charges for lost materials.

### Decline due to

- Overdue fines not charged since the COVID-19 pandemic restrictions.
- Increase in automated reminders about items that are due (emails, phone calls, texts).
- Increase in length of time materials can be borrowed.
- Library system now automatically renews borrowing time if no one is waiting for the item
- Increase in borrowing of electronic borrowing (ebooks, audio books, movies), which return automatically at due date.

### Late fine information in professional literature

Librarians in the LJ survey estimated that about 14 percent of borrowed materials are returned late, with patrons in larger library systems slightly more likely to return items after their due date. The vast majority of overdue materials, 88 percent, are returned within one week of the due date.

Multiple survey respondents referenced periodic fine amnesty periods as a powerful means of recovering overdue materials, which patrons may otherwise hang on to for fear of financial consequences. Indeed, the San Francisco Public Library recently held a six-week amnesty and recovered 699,563 overdue items, including 12,246 items that were more than 60 days past due.

Dixon, J. A. (2017, April 1). *Doing fine(s)? As libraries reassess fines and fees, an LJ survey gathers benchmarking data on from institutions across the country. Library Journal, 142(6), 40+.* [https://link.gale.com/apps/doc/A488259996/GPS?u=oregon\\_sl&sid=GPS&xid=2ad4bc1f](https://link.gale.com/apps/doc/A488259996/GPS?u=oregon_sl&sid=GPS&xid=2ad4bc1f)

# *City of McMinnville* *Branding Update*

*4/27/2021*



# Recap

## WHERE WE STARTED

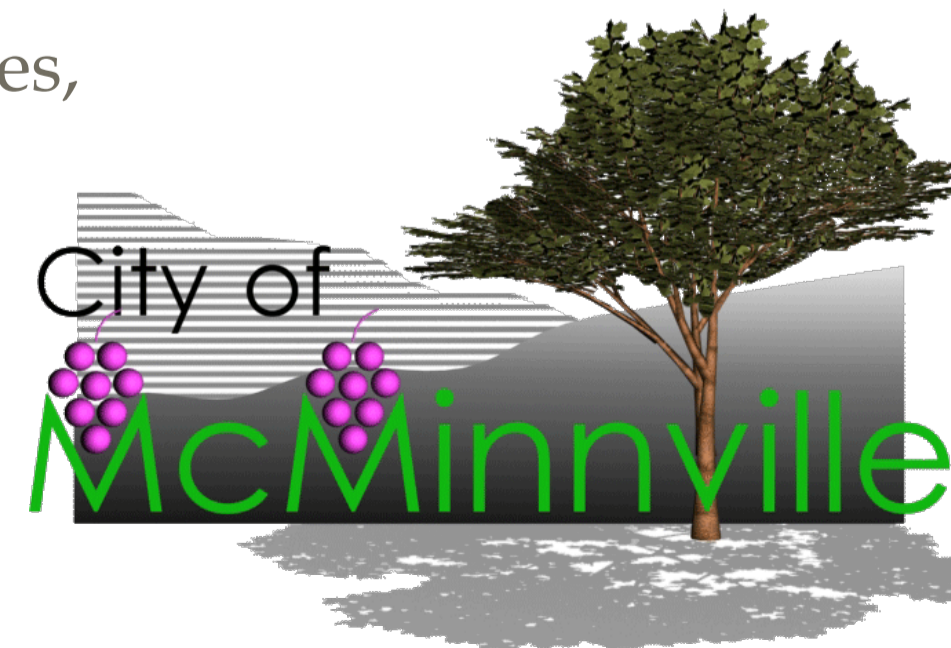
Partnership with Visit McMinnville. Retained Factory North for design services.

### Strategic Goal Applied:

*City Government Capacity: Strengthen the City's ability to prioritize and deliver municipal services with discipline and focus.*

### Project Goals:

- Instill the need for a City communications strategy
- Build a sense of unity between City departments
- Storytelling – an opportunity to differentiate us from surrounding areas and control our messaging
- Cultivate a stronger sense of community pride and cohesive sense of place throughout McMinnville
- Enhance awareness of McMinnville as a destination for families, residential development, business development, and tourism

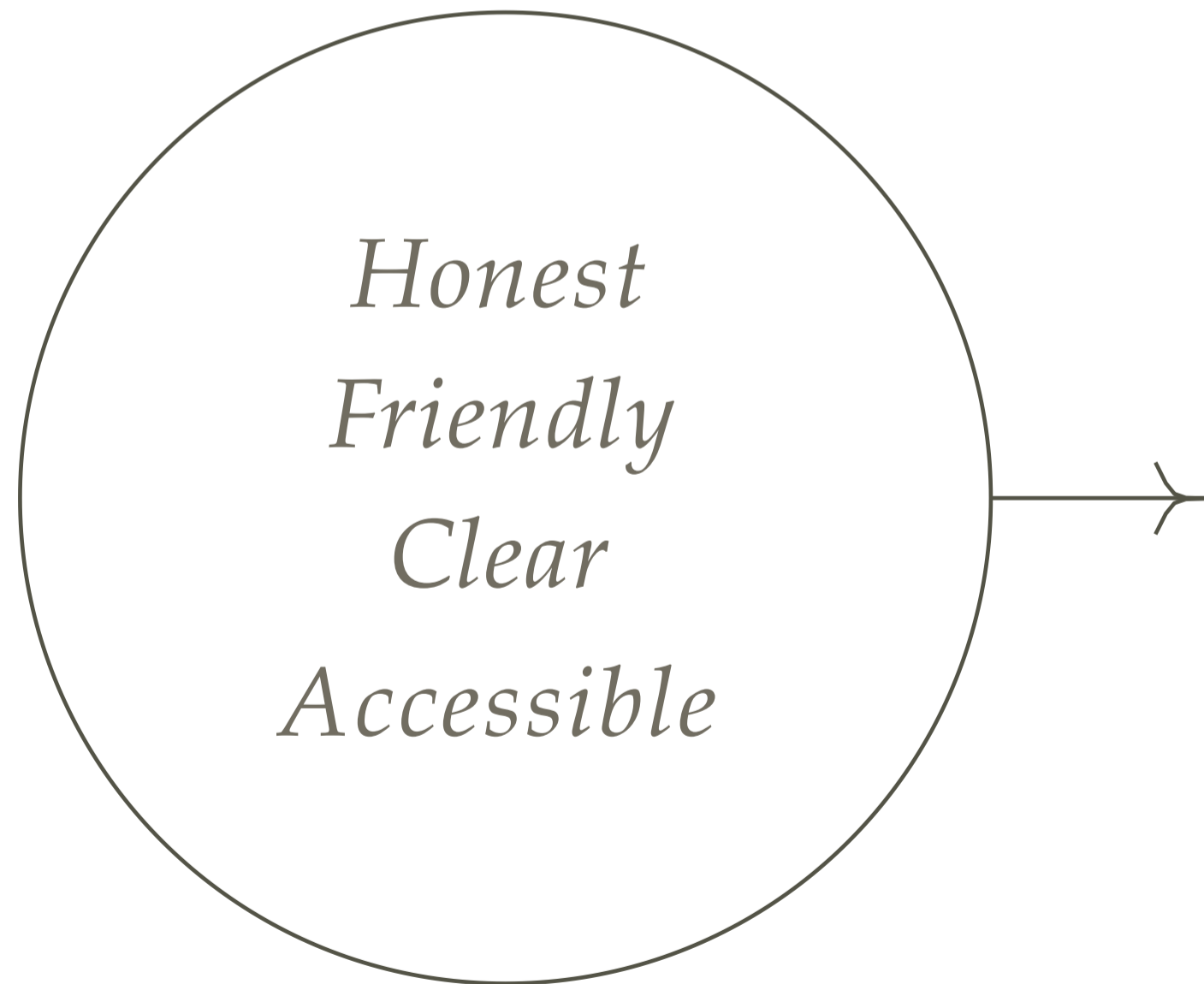


# McMinnville Brand Pillars

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*Our values drive the design system and allow us to achieve goals with efficiency.*

## CITY OF MCMINNVILLE BRAND PILLARS



## SYSTEM TO SUPPORT COMMUNICATION

*Logo(s)*  
*Dept. Icon System*  
*Brand Toolkit*  
*Brand Style Guide*  
*Dept. Templates*

## GOALS FOR BRAND TOOLKIT

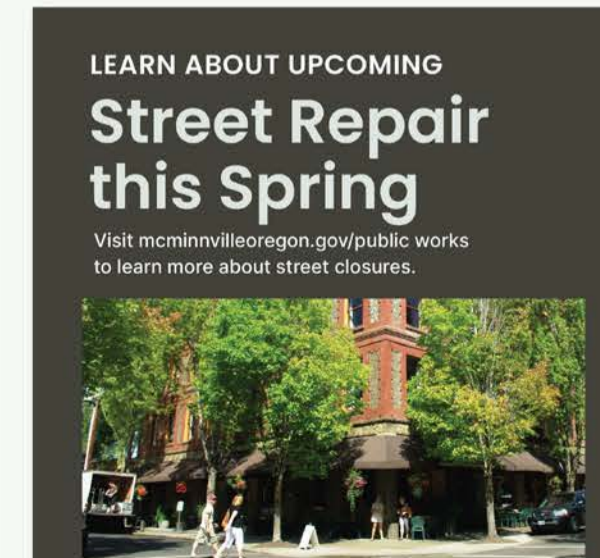
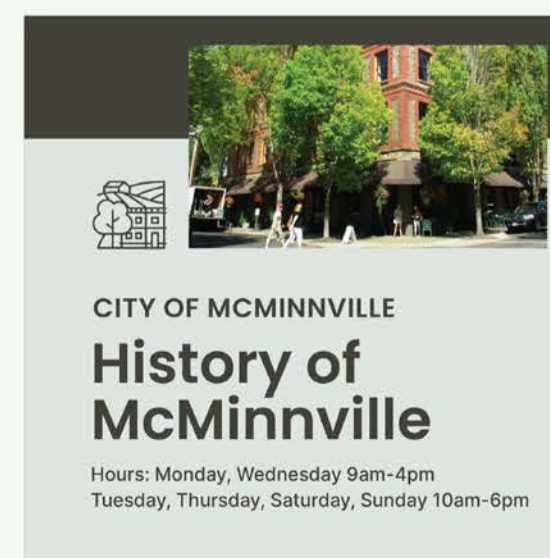
*Educate*  
*Connect*  
*Inform*  
*Engage*

# *Visual Identity*

# Identity Strategy

*The City of McMinnville design system is flexible and reliable.*

The design system is not just a logo—it's a dependable and accessible design system, with a typography toolkit, department icons, and flexible templates. For consistency, clarity, and to honor the qualities of McMinnville captures, we're utilizing the customized and crafted wordmark for Visit McMinnville and "owning it" for the City of McMinnville as well.



## We're glad to be back.

Among the early people to arrive in the area were thirty-two-year-old William T. Newby and his wife Sarah, who took up a claim adjoining the Baker claim. Newby sought good farmland and proximity to some of the friends he had traveled with over the Oregon Trail. On his property, one trail led south toward California, another went over the Coast Range to the coast, and a third led toward the Tualatin River and Portland by way of what is now Baker Street and Westside Road.

For additional information please visit: [mcminnvilleoregon.gov/department](http://mcminnvilleoregon.gov/department)

## Learn about McMinnville City Council

We welcome all residents to come to City Council and let their thoughts and suggestions be known. Our city thrives on citizen investment. Learn more about our city through this free webcast showing how you can get involved!

 **City of McMinnville**  
[mcminnvilleoregon.gov/administration](http://mcminnvilleoregon.gov/administration)



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

# Logo

---

*The logo clearly and quickly communicates the City of McMinnville and evokes it's warmth and charm.*

**City of  
McMinnville**

*For internal / citybusiness*

**City of  
McMinnville  
Oregon**

*Outward facing, when needed*

## LOGOTYPE PERSONALITY

### **Honest & Charming**

*The logo evokes the warm welcoming feeling of the town and its people, and speaks to size and charm, not sans serif like a big city.*

### **Approachable & Friendly**

*The logo is sentence case and in a customized typeface that is bold, soft, and interesting. It has a crafted and warm feel.*

### **Flexible & Legible**

*Logo is still legible at a small size, still evokes feeling at a small size, can live in a variety of situations, expressing unique charm while staying easy to read.*

# Logo, Expanded

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*Expanded logo can be used for special purposes.*



**City of  
McMinnville  
Oregon**

# Department Logo System

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*The logo clearly and quickly communicates the City of McMinnville and evokes initial emotions.*



# Color Palette

Color palette choices are used to differentiate departments, create visual interest, add emphasis and help organize information. Each department has a core color that is high contrast against a light background and a brighter accent color.

**CITY/ADMIN**

RGB R66 / G65 / B59  
CMYK C65 / M58 / Y88 / K49 HEX  
42413b

HEX 726d61    HEX d8d8cb

**LIBRARY**

RGB R123 / G129 / B52  
CMYK C53 / M35 / Y100 / K14 HEX  
7b8134

HEX 87a93e    HEX e7eddc

**PARKS & REC**

RGB R51 / G132 / B105  
CMYK C80 / M28 / Y67 / K10 HEX  
338469

HEX 3cb988    HEX e7eddc

**MUNICIPAL COURT**

RGB R114 / G31 / B21  
CMYK C32 / M93 / Y97 / K44 HEX  
721f15

HEX ad3e24    HEX f8f4e5

**PLANNING**

RGB R65 / G35 / B94  
CMYK C87 / M100 / Y31 / K23 HEX  
41235e

HEX 6c3f99    HEX e1e2ea

**POLICE**

RGB R41 / G52 / B114  
CMYK C99 / M93 / Y25 / K12 HEX  
293472

HEX 3f62ae    HEX e0eceb

**FIRE DEPARTMENT**

RGB R190 / G51 / B38  
CMYK C18 / M94 / Y100 / K8 HEX  
be3326

HEX ef3d4c    HEX f8f4e5

**PUBLIC WORKS**

RGB R7 / G92 / B98  
CMYK C91 / M48 / Y52 / K26 HEX  
075c62

HEX 399396    HEX d2ded4

**WASTEWATER SRVS.**

RGB R17 / G112 / B182 CMYK  
C88 / M54 / Y1 / K0 HEX  
1170b6

HEX 439bd6    HEX e5eae9

## USE CASES FOR COLOR

### RGB

*digital printing, digital media*

### CMYK

*for four color printing, large runs of print jobs, anywhere a vendor is specifying CMYK*

### HEX

*color : web, digital, social media*



# Accessibility

---

*Color palette choices are used to differentiate departments, create visual interest, add emphasis and help organize information. Each department has a core color that is high contrast against a light background and a brighter accent color.*

## Color

The color system for the City of McMinnville system was constructed with accessibility in mind. We ran all of the colors through the WebAIM contrast checker to ensure high contrast and readability. All the colors passed the AA rating and larger type passed the AAA rating. For small type, charcoal gray or black against white will always be the most accessible for low-vision readers.

## Typography

**Poppins** is a sans serif font is a multilingual font under Indian Type Foundry (ITF). This means the characters are friendly for Indian and Latin scripts. Since this font comes in various styles, it's great for a heading, subheading, and body copy for consistent web design. **Inter** is a typeface carefully crafted & designed for computer screens. Inter features a tall x-height to aid in readability of mixed-case and lower-case text.

*Both Poppins and Inter are free for commercial use.*

# *Typography*

# Primary San Serif Headline

---

*Use this font for primary, approachable headlines in most brand communications.*

## Poppins Medium

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890!@£\$%^&

### POPPINS MEDIUM:

*Geometric sans serif typefaces have been a popular design tool ever since these actors took to the world's stage. Poppins is one of the new comers to this long tradition. With support for the Devanagari and Latin writing systems, it is an internationalist take on the genre.*

*Many of the Latin glyphs (such as the ampersand) are more constructed and rationalist than is typical.*

### DOWNLOAD (FREE) FROM:

<https://fonts.google.com/specimen/Poppins>

*This typeface is a free and open source Google font. No licensing required.*

# Primary San Serif Body Copy

---

*Use this font for body copy or official forms.*

## Inter

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890!@£\$%^&

### INTER:

*Gaslight is the result of a desire to create a sans-serif rich with humanistic charm and lyrical curves, to provide some relief from the highly rational, low-contrast faces we're surrounded by at every turn. Gaslight can lend an old-fashioned elegance to product packaging, restaurant signage, or the hull of your grand seafaring vessel..*

### DOWNLOAD (FREE) FROM:

<https://fonts.google.com/specimen/Inter>

*This typeface is a free and open source Google font. No licensing required.*

# Primary Serif Body Copy

---

*Use this font for body copy or official forms.*

## Source Serif

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

1234567890!@£\$%^&

### **SOURCE SERIF:**

*Source Serif Pro is a serif typeface in the transitional style, designed to complement the Source Sans Pro family. The close companionship of Serif and Sans is achieved by a careful match of letter proportions and typographic color. Source Serif is loosely based on the work of Pierre Simon Fournier, and many idiosyncrasies typical to Fournier's designs (like the bottom serif on the b or the middle serif on the w) are also found in Source Serif. Without being a pure historical revival, Source Serif takes cues from Fournier and reworks them for a modern age.*

### **DOWNLOAD (FREE) FROM:**

*<https://fonts.google.com/specimen/Source+Serif+Pro>*

# *Logo & Template Files*

# Logo Options & File Types

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*A variety of logos and their use cases.*



## MCM LOGOS

### 01. LOGOS MAIN

*These are the primary logos for the City of McMinnville Brand System. They include the department names.*



### > WITHOUT DEPARTMENTS

*We use this logo when the department name is "live" within PPT or Word templates. This allows for maximum editability and future flexibility.*



### 02. ICONS ONLY



### 03. VERTICAL



### 04. REVERSED (WHITE LOGOS)

## FILE TYPES:

*.EPS (vector, highest quality, scalable)*

*.PDF (versatile file format, can be used for any vendor)*

*.PNG (transparent background, primarily for web)*

# Email Footer

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*How to style your email footer with your logo.*



*Move copy one  
tab over. Then  
size logo to line  
up with copy.*

Name Here  
Title of Staff Here  
City of McMinnville  
Desk: 503-555-5555  
Cell/Text: 503-888-8888

Note of detail (option) if you like here. -A

## FOOTER POINT SIZE

*The size of the footer should be same or similar to the body copy. This is typically 10 or 12, but from system to system this may vary.*

## FOOTER FONT

*The most neutral font that is similar to Poppins or Inter is Arial.*



# Business Cards

Every department has their own business card color and icon.












Name Here  
Title Here

name@mcminnvilleoregon.gov  
cityofmcminnville.com  
T 000-000-0000  
230 NE 2nd St  
McMinnville OR 97128



# Letterhead

Letterhead templates are all in Word, and all copy aside from the logo is editable within the header or footer.

 DEPARTM E	 DEPARTME	 DEPARTM E	 DEPARTME	 DEPARTM E	 DEPARTM E	 DEPARTM E	 DEPARTM	 DEPARTMENT HERE		
230 NE 2ndSt, McMinnville, OR 97128	230 NE 2ndSt, McMinnville, OR 97128	230 NE 2ndSt, McMinnville, OR 97128	230 NE 2ndSt, McMinnville, OR 97128	230 NE 2ndSt, McMinnville, OR 97128	230 NE 2ndSt, McMinnville, OR 97128	230 NE 2ndSt, McMinnville, OR 97128	230 NE 2ndSt, McMinnville, OR 97128	230 NE 2ndSt, McMinnville, OR 97128	(503) 434-7402 <a href="mailto:info@mcminnvilleregion.org">info@mcminnvilleregion.org</a>	<a href="http://mcminnvilleregion.gov">mcminnvilleregion.gov</a>


# Powerpoint Presentation

Powerpoint presentation contains 12 slide deck master pages.



# Postcard Mailer


Postcard mailer is available for all departments in Powerpoint format.



**Lorem Ipsum dolor sit for McMinnville**

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt.

Labore et dolore magna aliqua. Ultricies mi quis hendrerit dolor magna.

 **City of McMinnville**  
LOREM IPSUM

**Lorem Ipsum Dolar Sit**

Consectetur adipiscing elit, sed do eiusmod tempor incididunt. Labore et dolore magna aliqua. Ultricies mi quis hendrerit dolor magna.

- Euismod lacinia at quis risus.
- Odio euismod lacinia at quis risus
- Sed vulputate

Tincidunt lobortis feugiat vivamus at augue.

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

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# Implementation Timeline

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## **Delivery (April 15 – 30)**

- All final files have been received
- IS will push the City's font by system update within the week
- City Employees will receive a welcome email and prompted to schedule their department's individualized training.

## **Training (May 1 – June 30)**

- Storytelling and using a brand system
- The style guide, accessibility standards, and color formatting.
- Will be provided on Microsoft Suite and commonly used design tools

## **Integration (July 1 – ongoing)**

- Delete/removal of old logo files off hardware
- Consolidation of Social Media platforms (where appropriate)
- Website Updates
- Coordinate with community partners to increase brand recognition
- Maintenance and/or purchase assessment (wayfinding/signage, department changes, etc...)

## **Other Updates**

- As departments/divisions change the City will work with Factory North to update brand system.



**Leadership Report  
YCAP Board Meeting  
April 2021**

## **EXECUTIVE DIRECTOR**

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- The agency continues to operate under COVID-19 protocols. With the shift back to Moderate Risk for Yamhill County, our focus is for all teams to operate without any significant changes. CAA's statewide are doing the same throughout their programs and YCAP continues to successfully reach clients in Yamhill County.
- Ensuring an effective rollout of State and Federal rental assistance has been a key focus of this last month again:
  - YCAP distributed 100% of STARR (state) by the beginning of April. We requested 200K additional gap funds (until OERA) for rental assistance from OHCS at that time, received it and have already distributed 100% of those funds to households in need.
  - OHCS allocated just over 5.7 million to YCAP for the OERAP (federal) rental assistance program. The State has yet to roll out the new requirements for delivering the dollars, such as a completely new state run software, eligibility and prioritization for applications statewide, and new definitions around administrative costs. YCAP is working with local partners, landlords and tenants as well as our full team of case managers for the program rollout, anticipated in early May.
  - YCAP continues to work with landlords who have not been able to access the Landlord Compensation Fund (LCF).
- YCAP is discussing supporting a community vaccine effort in late spring in coordination with HHS and Providence, with a specific focus to our community service providers, pantry sites and volunteers.
- Additional federal assistance is expected in the coming months across several YCAP programs as more details become available from the Biden American Rescue Plan Act (ARPA).
- The agency has continued work around Project Turnkey and is still in Phase 2 with Providence and Oregon Community Foundation. A property has been identified in McMinnville, after 4 properties in Newberg became nonviable. Project Turnkey goals would be the continuation of the YCAP Motel Program over a multi-year period with the long-term goal of building out permanent supportive housing.
- Critical conversations have continued about HB2100. CAPO and the CAA community have effectively highlighted grave concerns for local impact of any percent of disinvestment in homeless services funding to CAA's. As of now, the State has removed all language of funding cuts, but will continue to pursue changes in future. HB2100 moved out of committee and YCAP will continue to be involved in its outcomes.
- YCAP remains proactively engaged in early discussions in regards to HB 2006/2004, which includes potential funding to the City of McMinnville for a Navigation Center. YCAP's potential role is undefined but the agency will be purposeful in any opportunity for leadership and/or community partnership.
- In the past month the Executive Director has continued to engage in key conversations and groups across our state and county wide networks which include: McMinnville Affordable

Housing Commission, CAPO Legislative Committee, CAPO Housing and Homeless Committee, Housing Stability Council, Housing Alliance, Federal ERA Workgroup with CAPO/OHCS, Yamhill County Leadership meetings with HHS, HAYC, YCCO and YCAP, McMinnville Leadership Council, Providence Outreach, and Newberg City Leadership and Council.

## RESOURCE DEVELOPMENT

---

- All department goals have been exceeded except for Energy Services which has told us they do not need additional funding. The total raised is now \$632,000 more than the 20-21 goal.
- The Melt Down did extremely well with a gross amount raised of \$20,658 and a net of \$15,516. The expenses for the event were kept very low this year due to the redesigned map as well as only ordering T-shirts and Hoodies as needed.
- General Agency continues to see significant gifts donated to the general agency, and we have received several gifts of full or partial stimulus checks as a result of the direct mail. We anticipation continuing to receive these in April.
- Housing Stabilization is well over goal for the year, and we submitted information for possible support through 2024 to Yamhill County that was also used as the basis for a request put in by Representative Noble to the Oregon State legislature.
- Food Bank has received more than goal, and had an excellent March with more than \$23,000 received. We are starting to receive funds that were raised via the fall giving campaigns of Fred Meyer and Safeway. The requests made to Yamhill County and the Oregon State legislature also included funding for expanded Food Bank operations for the next two years.
- Youth Services is awaiting word from the Juliette D. and Paul A. Barber Fund at the Oregon Community Foundation, and we have been invited to apply again this year for funding from the Austin Family Foundation.
- Energy Services does not need additional funding at this time.
- Marketing:
  - The Spring newsletter is at the mailhouse and should arrive shortly to your mailbox.
  - Work has started on 5-6 video's for Youth Outreach. Three youth in the Transitional Living Program self-identified during a survey as being willing to share their stories.
  - Postcard and Survey Monkey surveys have been produced for each department in English and Spanish. The surveys will be used to collect customer service data and provide an opportunity for client feedback.
  - Work is also underway on the 2019-2020 annual report.

## HR/OFFICE

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- **New Hires:** Crystal Sanchez, Development Assistant; Kimberly Rojas, Homeless Prevention Case Manager; Katy Zirkel, Homeless Prevention Case Manager; Inga Haglund, Shelter In-Reach Case Manager
- **Open Positions:** Homeless Prevention Case Manager, Eligibility Specialist, Housing Stabilization Case Manager, Support Specialist
- Work continues on updating YCAP' Grade Range updated. We are currently working with each program to plan for new positions in the 2021-2021 fiscal year

- Updating new employee packet information for the new fiscal year
- Prepping for yearly employee evaluation process, this includes yearly training with leadership

## FINANCE

---

- We are 100% caught up on grant billings.
- We have reconciled our insurance liability account and created a COBRA receivable account to be able to track moneys owed back to us in a more concise way.
- The PPP allocations are completed and we will begin forgiveness processing the week of April 19<sup>th</sup>.
- The CPA has returned to Connor regarding timelines of the audit. He is going to prepare the 990 first to meet its filing deadline. He will then be coming back onsite to do field work the week of May 17<sup>th</sup>. Since he has already been onsite once, I hope he will be able to have this completed by the end of May.
- We have started the timeline prep for the Budgeting process, with anticipation of presenting to the Finance Committee in early June and to the full Board on June 25<sup>th</sup>.
- We are reviewing various examples of Finance Manuals with an eye to update ours as we go into next fiscal year.

## HOUSING STABILIZATION

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- The Housing team fully expended all \$700,000 in STARR funds for households behind on rent due to COVID 19. We are currently preparing for the beginning of Oregon Emergency Rental Assistance funds, including onboarding new staff, exploring the Allita database system, and reaching out to inform and include community partners.
- This month, we were able to have our by-name housing list meet all data standards and report our first month of data into Built for Zero. This data will be compared month to month overtime to show if we are making positive shifts in chronic and veteran homelessness.
- Vaccination events were completed with all shelters and day centers in the past month, along with an unsheltered vaccination clinic in Newberg and McMinnville. The Housing Department's Street Outreach team were present to facilitate these events and provide food resources and connections to safe places to rest for persons living outside. An estimated 150 persons were vaccinated through these events.

### Housing Stabilization Success Story:

In December, YCAP's SSVF Case Manger connected with a senior veteran who was living in his truck. He was quickly entered into the SSVF housing program and began looking for apartments for him. Within 30 days he was approved at a senior apartment complex and was able to move in. This month, he was exited from the SSVF program after showing he could fully cover his rent with budgeting work and connection to mainstream resources, such as energy assistance and SNAP benefits.

## YOUTH OUTREACH

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*\*Since October 1, 2020*

	# of Youth Served	Goal	% to Goal
BCP Shelter	5	20	25%
BCP Prevention	12	75	17%
TLP	10	20	50%

# of Youth Served through Drop-In (all Services)	Recreation	Case Management Hours	Academic Support	Jobs Development
176 Youth 1,187 Visits	102 youth	541 hours	880 hours 61 youth	27 youth

YO Success Story:

Through Youth Outreach’s partnership with the Community Wellness Collective, a 15-year-old female – “Gabby” - was connected with the Youth Outreach Jobs Program. During the intake process with the Jobs Coach, Gabby expressed a desire for jobs support, academic assistance, and mental health services. Gabby committed to a schedule of attending weekly counseling sessions. Following each weekly counseling session, she agreed to remain at the Youth Outreach Drop-In Center for academic and job support. Gabby and the Jobs Coach worked to develop a resume for Gabby and apply for jobs that sparked her interest. Through career exploration discussions with the Jobs Coach, Gabby expressed an interest in law enforcement and animals. She was given information about YO’s work experience project with Homeward Bound and Yamhill County Cadet Program. During a meeting with the Jobs Coach in which Gabby was making phone calls to follow up on jobs for which she had previously applied, the Jobs Coach came across a posting for the local animal shelter. With the support and encouragement of the Jobs Coach, Gabby called to see if the position was still available. She spoke with the animal shelter staff, did an impromptu phone interview, and was asked to come in for an official interview the following day. Gabby was offered the job and stated working regular shifts at the animal shelter. Through the integrated service model that Youth Outreach operates, we were able to improve Gabby’s emotional wellbeing through mental health services and strengthen her protective factors through positive connections to school and employment.

**ENERGY SERVICES**

- Department staff is busy processing LIHEAP – Energy Assistance Applications for the Program Year beginning October 1<sup>st</sup>, 2020. As of April 18<sup>th</sup>, 2021, the department staff have entered into the statewide database (OPUS) system 756 applications and approved 643 households for payment processing in the amount of \$ 243,376.00.
- As of April 18<sup>th</sup>, 2021, the department staff have entered into the statewide database (OPUS) system 71 applications and approved 68 households for payment processing in the amount of \$ 26,872.00 for the LIHEAP-Cares.
- As of April 18<sup>th</sup>, 2021, the department staff have entered into the statewide database (OPUS) system 249 applications and approved 243 households for payment processing in the amount of \$ 119,180.00 for the Oregon Energy Assistance Program (OEAP-PGE).

- As of April 18<sup>th</sup>, 2021, seventeen (17) projects have been completed for a total of \$ 242,320.36 in direct project cost with 40% invested with leveraged resources. Note for previous fiscal year completions were 11 – COVID Pandemic shut down operations for four months. The department has eleven (11) projects in progress with contractors at an estimated Project Cost \$ 174,213.00, with 30 % coming from leveraged resources. Since the beginning of March 2020 due to the response to the COVID 19 Pandemic partial payments have been issued on 1 of the 12 remaining projects that had been released. The remaining estimated balance for the YCAP weatherization payable is \$ 150,143.45.

**Energy Assistance Program Snapshot      October 1, 2020 – April 18, 2021**  
**(Unduplicated Count = LIHEAP, LIHEAP Cares & OEAP)**

<b>Total HH Served</b>	666
<b>HH w/ Prevented Disconnection</b>	185
<b>HH w/ Restored Service</b>	0
<b>HH w/ Unemployed</b>	32
<b>HH w/ First-Time Recipients</b>	83
<b>HH w/ Disabled</b>	408
<b>HH w/ Elderly (&gt;60)</b>	413
<b>HH w/ Children (&lt;6)</b>	48
<b>HH w/ Veteran</b>	51
<b>Veteran Clients</b>	52
<b>Average HH Income</b>	\$ 16,648.19
<b>Average Payment Amount</b>	\$ 397.54
<b>Total Client Vendor Payments</b>	\$ 374,084.00

**March 1, 2020 – March 31, 2021** Energy Education participants: 21 EED Kits were dropped off at client’s homes including EED follow through instructions (2 completed a One-on-One in-home visit for WX services, 17 completed Online EED, 2 Completed Spanish EED by Phone)

**Recent comments from energy education recipient’s evaluation of energy education workshops:**

- “This was extremely informative.”
- “This is great information to learn more about energy saving. I have learned a great deal from this class.”
- “The "vampire" topic was informative and we will be making adjustments to correct this.”
- “Easy to follow. Did it with a 2-year-old throwing a tantrum and wanting to be held, very informative. Thank you!!”
- “I really like that I learned about the vampires in the house.”
- “Thank you for this service. It was well informed.”
- “This was great cause I always get to focus on something new.”
- “We thought we were doing all we could to help save energy at home. That is not the case, thank you for this help.”
- “No more 1-hour showers. Wow!”

Success Story:

The Energy Technician assessed a 1,000 square foot home with one bathroom for weatherization services. The household of seven has received energy assistance both by single and crisis payments in the past. The Technician noted existing air quality concerns and an elevated electric bill. The audit revealed the home to be in decent shape with minor air leaks and slightly deficient insulation in the floor and ceiling. The biggest concern was the only working mechanical fan in the home exhausted only 2% of the required amount of air. This resulted in stale, moist air in the home that may have an impact with respiratory concerns. Weatherization Assistance sealed up the infiltration leakage points, corrected insulation deficiencies, tuned up the heating system and replaced the bath fan. The estimated electrical savings is projected to be at 12% with the greater impact with improved indoor air quality.

Success Story:

A household occupied by two seniors and one child residing in a double wide manufactured home with no heat contacted YCAP. The household has received energy assistance since 2019 from a number of sources. One of the occupant’s health condition was exacerbated by the poor indoor air quality of the home. Weatherization Assistance installed a new heat pump and floor insulation in the belly. Additional work included sealing the ducts to prevent bad air & outside toxins from entering the home. Mechanical ventilation improvements included the installation of a new bath fan that will continuously vent the air at a very low speed. Energy modeling of the home estimates up to a 56% reduction in energy consumption.

**FOOD BANK**

- As previously reported the Food Bank received an additional \$80,330.00 through Oregon Food Bank (OFB) to be spent out by March 31<sup>st</sup> on direct food product. As of 03.31.2021 the balance was spent out.
- The Food Bank continues to receive ready-made boxes from Pacific Coast. This is the latest contract award through OFB & Pacific Coast and has been extended through the end of May. As of January 1<sup>st</sup>, there has been 5200 cases provided with 4719 distributed.
- As previously reported the Department’s Partner Agency Coordinator recently started the process for onsite Partner Agency reviews. Five Partner Agencies completed the process and received a score of “Excellent”.
- Oregon Food Bank (OFB) is scheduled for the annual onsite Food Bank monitoring on April 28<sup>th</sup>.
- Department update with new Partner Agencies start-up progress:
  - Joyful Servant Lutheran Church completed the paperwork and started ordering food.
  - Staff met with Providence Kitchen at the Plaza and are in process to complete the paperwork as a Pantry.
  - Meeting is scheduled with 5 Rock Ranch on April 26<sup>th</sup> for an initial evaluation, go over paper work/contract to become a Meal Site and Pantry.
  - River Street Church has turned in all of the required paperwork and the department is waiting for OFB approval. This will be a new meal site scheduled for each week on Wednesday evening from 6-7 pm to align with existing shower program.

Total fresh produce received	M 33,830	M 49,577
	F 45,529	F 56,531
Total donated received	M 291,923	M 133,283
	F 160,254	F 172,855
Total fresh produce distributed	M 36,381	M 53,456
	F 35,630	F 41,259

*Variances 2020 to 2021 are the direct result of food focus & availability by OFB and USDA*

**Harvest2Home Families served during the period of March 2021**

Housing Authority of Yamhill County (4 locations-On pause)		00
YCAP MFP H2H		171
City of Yamhill		604
City of Sheridan		452
Virginia Garcia (2 locations): Mac=M Newberg=N	(M) 292 (N) 229	
Salvation Army		417
MAC Senior Center		Closed
Amity Feed the Children		285
Motel Food Boxes Client Services Clients		67
DHS		62
A Family Place (2 locations): Mac=M Newberg=N On Pause	(M) 0 (N) 0	
<b>Total:</b>	Families served (duplicated count)	2,579

Success Story:

Rebecca with Saturday Morning Breakfast (SMB) shared the following story with YCAP's Partner Agency Coordinator about the weekend of the ice storm in February. The Friday before the storm (the day before they were set to serve) she was told to just cancel as there most likely wouldn't be enough volunteers to serve that next morning. Well, Rebecca didn't feel ok with that because she knew that there would be people counting on that warm meal and on a frozen day no less. She reached out to the volunteers that were scheduled to be on shift that day and let them know that she would be open the next morning but if any of them were not comfortable with coming in due to weather that was completely understood. Well, Saturday morning dawned and there ended up being 9 volunteers that showed up that morning. They served 77 people a hot breakfast on a cold, frozen morning. There were several that showed up expecting Saturday Morning Breakfast to be closed but much to their surprise, they were met with a hot meal and coffee. Many of them told the volunteers that would be their only hot meal that day and it was well received and appreciated.

- Attract Visitors Safely and Quickly to McMinnville to Spend Money with Local Businesses
- Highlight McMinnville as a Top Destination of Choice for Post-COVID Travel for Oregonians and Seattleites
- Support Local Business and Seek Out New Business Investment
- Diversify Destination Beyond Food and Craft Beverage
- Amplify Connectivity of Core Tourism Attractions and Districts
- Leverage Visitor Economy to Support Broader MACTOWN 2032 Econ. Development Plan
- Continue to Develop Content Inclusive of Diverse Communities

# TLT Comparison & Projection

## Quarterly Breakdown

Aug 19 \$261,357  
Aug 20 \$129,904 (49% of 19) *incl. back-owed TLT of ~\$40k*  
**Aug 21 \$182,949 (70% of 19)**

Nov 19 \$338,576  
Nov 20 \$210,366 (62% of 19)  
**Nov 21 \$270,860 (80% of 19)**

Feb 20 \$196,394  
Feb 21 \$122,950 (62% of 19)  
**Feb 22 \$147,295 (75% of 20)**

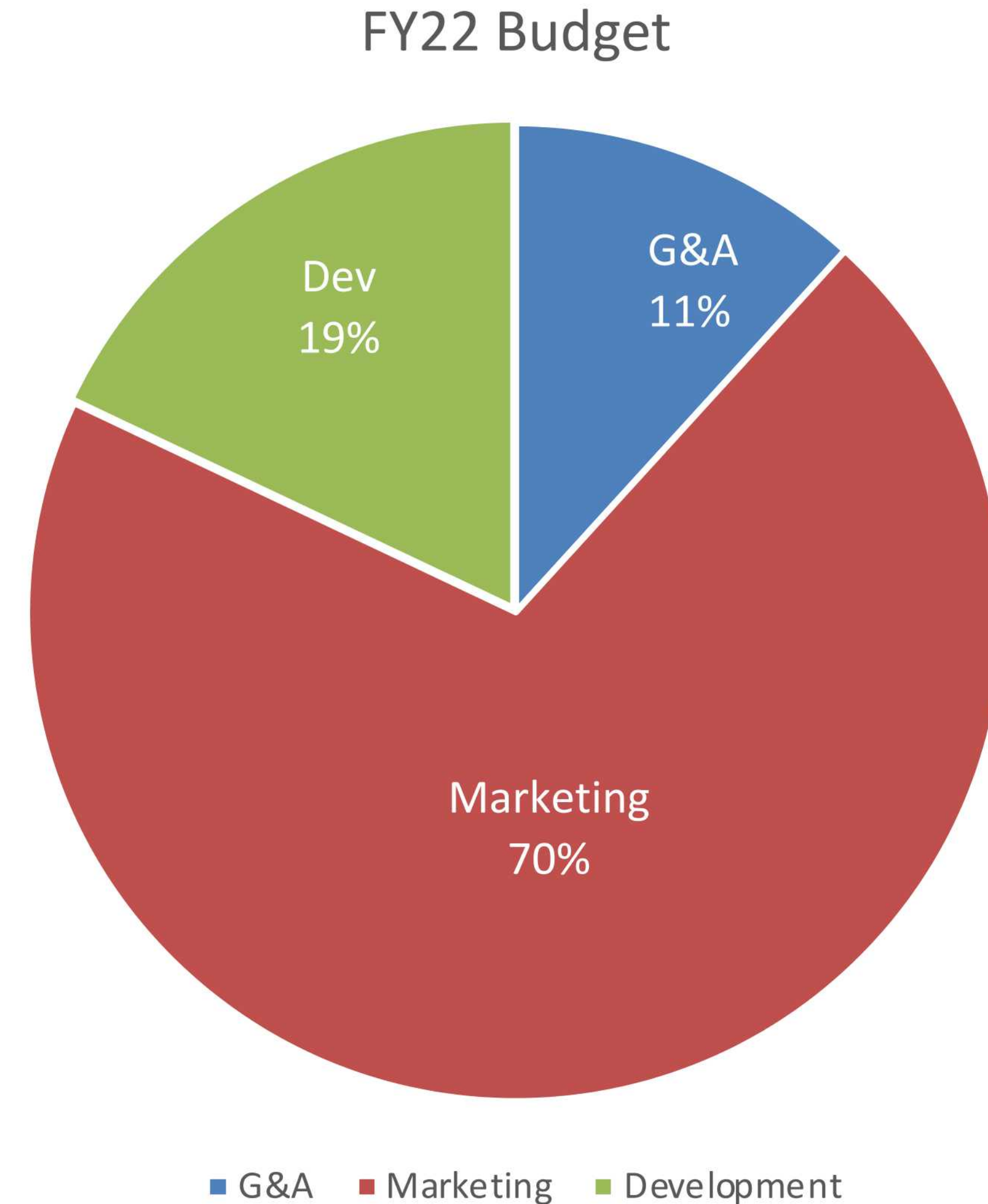
May 19 \$215,000  
May 20 \$63,716  
**May 21 \$131,627 \*estimated (60% of May 19)**  
**May 22 \$215,000 (same as May 19)**

## Fiscal Year Breakdown

FY20 \$860,043  
**FY21 \$593,000 \*estimated (68% of FY20)**  
**FY22 \$816,104 (94% of FY20)**

# FY22 High-Level Budget

<b>Estimated Revenue</b>	<b>\$816,104</b>
G&A	\$95,884
<i>incl. 25% Jeff &amp; 25% Jamie salary/benefits</i>	
Marketing	\$573,607
<i>incl. 100% Kitri &amp; 75% Jamie salary/benefits</i>	
Development	\$146,613
<i>incl. 75% Jeff salary/benefits</i>	
<b>Estimated Expenses</b>	<b>\$816,104</b>



What we need from organizations/resources:

Correct information for listing including:

Description

Address of services

Hours

Areas served

Email inboxes for referrals

Phone #'s and staff information for referrals

Who are we missing?

*Please email [connect@communitywellnesscollective.org](mailto:connect@communitywellnesscollective.org).*





---> Now LIVE for edits from organizations / resources.

1. Go to [communitywellnesscollective.org](https://communitywellnesscollective.org).
2. Take the navigator for yourself or someone else.
3. Results are shareable, printable, saveable, and get your info directly to the resource.



COMMUNITY RESOURCE SURVEY  
(COMING SOON!)

Click the green box to use the resource navigator.

Introducing the Yamhill County Resource Navigator  
presented by The Community Wellness Collective.

***FIND AT [www.communitywellnesscollective.org](http://www.communitywellnesscollective.org)***

Free, fast, fully inclusive community collection of resources, services,  
and programs.

Your organization information can be segmented to pop up based on  
unique survey answers.

We want to solve the problem of having to personally know all of the  
resources or how to find them when helping yourself, your clients, your  
friends, family, and neighbors.

Edits made weekly based on organization feedback.





**City of McMinnville  
Fire Department**  
175 NE 1<sup>st</sup> Street  
McMinnville, OR 97128  
(503) 435-5800  
[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

## STAFF REPORT

**DATE:** April 21, 2021  
**TO:** Mayor and City Councilors  
**FROM:** Rich Leipfert, Fire Chief  
**SUBJECT:** A Resolution to extend Resolution No. 2020-18 Declaring Local State of Emergency for City of McMinnville  
**STRATEGIC PRIORITY & GOAL:**



### COMMUNITY SAFETY & RESILIENCY

Proactively plan for & responsively maintain a safe & resilient community.

**OBJECTIVE/S:** Lead and plan for emergency preparedness

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**Report in Brief:** This action is the consideration of a new resolution to extend Resolution No. 2020-18, Declaring Local State of Emergency for City of McMinnville.

**Background:** On March 16<sup>th</sup>, 2020, Mayor Hill declared a State of Emergency for the City of McMinnville due to the COVID-19 Virus and its impact on the City of McMinnville. This action is allowed by City Emergency Operations Plan adopted by City Council in 2009, and ORS 401. Resolution No. 2020-18 was ratified before City Council at the March 24<sup>th</sup>, 2020 Regular City Council Meeting and set to expire on May 1, 2020. Resolution 2020-28 went before City Council at the April 28<sup>th</sup>, 2020 Regular City Council meeting to extend Resolution 2020-18. Resolution 2020-28 was adopted and Emergency Declaration was extended to expire on June 27, 2020. Resolution 2020-43 went before City Council at the June 23<sup>rd</sup>, 2020 Regular City Council meeting to extend Resolution 2020-18. Resolution 2020-43 was adopted and Emergency Declaration was extended to expire on July 31, 2020. Resolution 2020-48 went before City Council at the July 28<sup>th</sup>, 2020 Regular City Council meeting to extend Resolution 2020-43. Resolution 2020-48 was adopted and Emergency Declaration was extended to expire on September 4, 2020. Resolution 2020-52 went before City Council at the August 25, 2020 Regular City Council meeting to extend Resolution 2020-43. Resolution 2020-52 was adopted and Emergency Declaration was extended to expire on October 2, 2020. Resolution 2020-59 went before City Council at the September 22, 2020 Regular City Council meeting to extend Resolution 2020-52. Resolution 2020-59 was adopted and Emergency Declaration was extended to expire on November 3, 2020. Resolution 2020-64 went before City Council at the October 22, 2020 Regular City Council meeting to extend Resolution 2020-59. Resolution 2020-64 was adopted and Emergency Declaration was extended to expire on February 28, 2021. Resolution 2021-07 went before City Council at the February 23, 2021 Regular City Council meeting to extend Resolution 2020-64. Resolution 2021-07 was adopted and Emergency Declaration was extended to expire on April 1, 2021. Resolution 2021-19 went before City Council at the March 23, 2021 Regular City Council meeting to extend Resolution 2021-07. Resolution 2021-19 was adopted and Emergency Declaration was extended to expire on May 1, 2021.

**Discussion:** Resolution No. 2021-19 was scheduled to expire on May 1, 2021 but may be extended as necessary of the Common Council. COVID-19 continues to present a high potential public health threat to public health and safety, the duration of which is still unknown. The declaration of emergency is still needed to address the City's ability to respond and recover from this emergency and therefore asking for Resolution No. 2021-24 to extend the state of emergency to May 29, 2021, and may be extended again as necessary of the Common Council.

**Attachments:**

Proposed Resolution No. 2021-24  
Resolution No. 2021-19  
Resolution No. 2021-07  
Resolution No. 2020-64  
Resolution No. 2020-59  
Resolution No. 2020-52  
Resolution No. 2020-48  
Resolution No. 2020-43  
Resolution No. 2020-28  
Resolution No. 2020-18  
Signed Declaration of State of Emergency

**Fiscal Impact:** No changes

**Recommendation:** Council to adopt Resolution No. 2021-24 extending the duration of a State of Emergency for the City of McMinnville.

## RESOLUTION NO. 2021-24

A Resolution for City of McMinnville, Oregon Extending the City's Declaration of State of Emergency Expressed in Resolution 2020-18.

### RECITALS:

**WHEREAS**, The Mayor of the City of McMinnville signed a Declaration of State of Emergency on March 16, 2020; and

**WHEREAS**, McMinnville City Council ratified Resolution No. 2020-18 effective March 24, 2020 declaring a state of emergency for the entire City of McMinnville in response to the COVID-19 pandemic; and

**WHEREAS**, Resolution No. 2020-18 was scheduled to remain in effect until at least May 1, 2020, but was extended to June 27, 2020 by Resolution No. 2020-28 by the Common Council on April 28, 2020; and

**WHEREAS**, Resolution No. 2020-28 was scheduled to remain in effect until June 27, 2020, but was extended to July 31, 2020 by Resolution No. 2020-43 by the Common Council on June 23, 2020; and

**WHEREAS**, Resolution No. 2020-43 was scheduled to remain in effect until July 31, but was extended to September 4, 2020 by Resolution No. 2020-48 by the Common Council on July 18, 2020; and

**WHEREAS**, Resolution No. 2020-48 was scheduled to remain in effect until September 4, but was extended to October 2, 2020 by Resolution No. 2020-52 by the Common Council on August 25, 2020; and

**WHEREAS**, Resolution No. 2020-52 was scheduled to remain in effect until October 2, but was extended to November 3, 2020 by Resolution No. 2020-59 by the Common Council on September 22, 2020; and

**WHEREAS**, Resolution No. 2020-59 was scheduled to remain in effect until November 3, 2020 but was extended to February 28, 2021 by Resolution No. 2020-64 by the Common Council on October 27, 2020; and

**WHEREAS**, Resolution No. 2020-64 was scheduled to remain in effect until February 28, 2021 but was extended to April 1, 2021 by Resolution No. 2021-07 by the Common Council on February 23, 2021; and

**WHEREAS**, Resolution No. 2021-07 was scheduled to remain in effect until April 1, 2021 but was extended to May 1, 2021 by Resolution No. 2021-19 by the Common Council on March 23, 2021; and

**WHEREAS**, Adoption of this resolution will repeal and replace City of McMinnville Resolution No.'s 2020-28, 2020-43, 2020-48, 2020-52, 2020-59, 2020-64, 2021-07, and 2021-19; and

**WHEREAS**, COVID-19 continues to present a high potential public health threat to public health and safety, the duration of which is still unknown.

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

1. The declaration of emergency is still needed to address the City's ability to respond and recover from this emergency.
2. The Emergency Declaration was established in Resolution 2020-18 (March 24, 2020) the resolution has been extended seven times and most recently to May 1, 2021 in Resolution 2021-19 (March 23, 2021 at Regular City Council Meeting) and shall be extended to May 29, 2021 by Resolution 2021-24.
3. This resolution is effective immediately and shall remain in effect until May 29, 2021, and may be extended as necessary by the Common Council.

Adopted by the Common Council of the City of McMinnville at a meeting held the 27<sup>th</sup> day of April 2021 by the following votes:

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

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

Abstain: \_\_\_\_\_

Approved this 27<sup>th</sup> day of April 2021.

\_\_\_\_\_  
Mayor

Approved as to form:

Attest:

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

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

## RESOLUTION NO. 2021-19

A Resolution for City of McMinnville, Oregon Extending the City's Declaration of State of Emergency Expressed in Resolution 2020-18.

### RECITALS:

**WHEREAS**, The Mayor of the City of McMinnville signed a Declaration of State of Emergency on March 16, 2020; and

**WHEREAS**, McMinnville City Council ratified Resolution No. 2020-18 effective March 24, 2020 declaring a state of emergency for the entire City of McMinnville in response to the COVID-19 pandemic; and

**WHEREAS**, Resolution No. 2020-18 was scheduled to remain in effect until at least May 1, 2020, but was extended to June 27, 2020 by Resolution No. 2020-28 by the Common Council on April 28, 2020; and

**WHEREAS**, Resolution No. 2020-28 was scheduled to remain in effect until June 27, 2020, but was extended to July 31, 2020 by Resolution No. 2020-43 by the Common Council on June 23, 2020; and

**WHEREAS**, Resolution No. 2020-43 was scheduled to remain in effect until July 31, but was extended to September 4, 2020 by Resolution No. 2020-48 by the Common Council on July 18, 2020; and

**WHEREAS**, Resolution No. 2020-48 was scheduled to remain in effect until September 4, but was extended to October 2, 2020 by Resolution No. 2020-52 by the Common Council on August 25, 2020; and

**WHEREAS**, Resolution No. 2020-52 was scheduled to remain in effect until October 2, but was extended to November 3, 2020 by Resolution No. 2020-59 by the Common Council on September 22, 2020; and

**WHEREAS**, Resolution No. 2020-59 was scheduled to remain in effect until November 3, 2020 but was extended to February 28, 2021 by Resolution No. 2020-64 by the Common Council on October 27, 2020; and

**WHEREAS**, Resolution No. 2020-64 was scheduled to remain in effect until February 28, 2021 but was extended to April 1, 2021 by Resolution No. 2021-07 by the Common Council on February 23, 2021; and

**WHEREAS**, Adoption of this resolution will repeal and replace City of McMinnville Resolution No.'s 2020-28, 2020-43, 2020-48, 2020-52, 2020-59, 2020-64 and 2021-07; and

**WHEREAS**, COVID-19 continues to present a high potential public health threat to public health and safety, the duration of which is still unknown.

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

1. The declaration of emergency is still needed to address the City's ability to respond and recover from this emergency.
2. The Emergency Declaration was established in Resolution 2020-18 (March 24, 2020) the resolution was been extended six times and most recently to April 1, 2021 in Resolution 2021-07 (February 23, 2021 at Regular City Council Meeting) and shall be extended to May 1, 2021 by Resolution 2021-19.
3. This resolution is effective immediately and shall remain in effect until May 1, 2021, but may be extended as necessary by the Common Council.

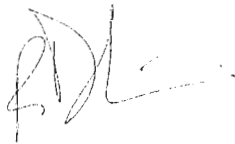
Adopted by the Common Council of the City of McMinnville at a meeting held the 23<sup>rd</sup> day of March 2021 by the following votes:

Ayes: Drabkin, Garvin, Menke, Peralta, Chenoweth

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

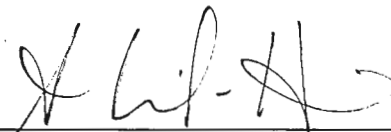
Abstain: Geary

Approved this 23<sup>rd</sup> day of March 2021.




\_\_\_\_\_  
Council President

Approved as to form:

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

Attest:

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



## RESOLUTION NO. 2021-07

A Resolution for City of McMinnville, Oregon Extending the City's Declaration of State of Emergency Expressed in Resolution 2020-18.

### RECITALS:

**WHEREAS**, The Mayor of the City of McMinnville signed a Declaration of State of Emergency on March 16, 2020; and

**WHEREAS**, McMinnville City Council ratified Resolution No. 2020-18 effective March 24, 2020 declaring a state of emergency for the entire City of McMinnville in response to the COVID-19 pandemic; and

**WHEREAS**, Resolution No. 2020-18 was scheduled to remain in effect until at least May 1, 2020, but was extended to June 27, 2020 by Resolution No. 2020-28 by the Common Council on April 28, 2020; and

**WHEREAS**, Resolution No. 2020-28 was scheduled to remain in effect until June 27, 2020, but was extended to July 31, 2020 by Resolution No. 2020-43 by the Common Council on June 23, 2020; and

**WHEREAS**, Resolution No. 2020-43 was scheduled to remain in effect until July 31, but was extended to September 4, 2020 by Resolution No. 2020-48 by the Common Council on July 18, 2020; and

**WHEREAS**, Resolution No. 2020-48 was scheduled to remain in effect until September 4, but was extended to October 2, 2020 by Resolution No. 2020-52 by the Common Council on August 25, 2020; and

**WHEREAS**, Resolution No. 2020-52 was scheduled to remain in effect until October 2, but was extended to November 3, 2020 by Resolution No. 2020-59 by the Common Council on September 22, 2020; and

**WHEREAS**, Resolution No. 2020-59 was scheduled to remain in effect until November 3, 2020 but was extended to February 28, 2021 by Resolution No. 2020-64 by the Common Council on October 27, 2020; and

**WHEREAS**, Adoption of this resolution will repeal and replace City of McMinnville Resolution No.'s 2020-28, 2020-43, 2020-48, 2020-52, 2020-59 and 2020-64; and

**WHEREAS**, COVID-19 continues to present a high potential public health threat to public health and safety, the duration of which is still unknown.

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

1. The declaration of emergency is still needed to address the City's ability to respond and recover from this emergency.
2. The Emergency Declaration was established in Resolution 2020-18 (March 24, 2020) the resolution was been extended five times and most recently to February 28, 2021 in Resolution 2020-64 (October 27, 2020 at Regular City Council Meeting) and shall be extended to April 1, 2021 by Resolution 2021-07.
3. This resolution is effective immediately and shall remain in effect until April 1, 2021, but may be extended as necessary by the Common Council.

Adopted by the Common Council of the City of McMinnville at a meeting held the 23<sup>rd</sup> day of February 2021 by the following votes:

Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Chenoweth

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


Abstain: \_\_\_\_\_

Approved this 23<sup>rd</sup> day of February 2021.




\_\_\_\_\_  
MAYOR

Approved as to form:

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

Attest:

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

## **RESOLUTION NO. 2020-64**

A Resolution for City of McMinnville, Oregon Extending the City's Declaration of State of Emergency Expressed in Resolution 2020-18.

### **RECITALS:**

**WHEREAS**, The Mayor of the City of McMinnville signed a Declaration of State of Emergency on March 16, 2020; and

**WHEREAS**, McMinnville City Council ratified Resolution No. 2020-18 effective March 24, 2020 declaring a state of emergency for the entire City of McMinnville in response to the COVID-19 pandemic; and

**WHEREAS**, Resolution No. 2020-18 was scheduled to remain in effect until at least May 1, 2020, but was extended to June 27, 2020 by Resolution No. 2020-28 by the Common Council on April 28, 2020; and

**WHEREAS**, Resolution No. 2020-28 was scheduled to remain in effect until June 27, 2020, but was extended to July 31, 2020 by Resolution No. 2020-43 by the Common Council on June 23, 2020; and

**WHEREAS**, Resolution No. 2020-43 was scheduled to remain in effect until July 31, but was extended to September 4, 2020 by Resolution No. 2020-48 by the Common Council on July 18, 2020; and

**WHEREAS**, Resolution No. 2020-48 was scheduled to remain in effect until September 4, but was extended to October 2, 2020 by Resolution No. 2020-52 by the Common Council on August 25, 2020; and

**WHEREAS**, Resolution No. 2020-52 was scheduled to remain in effect until October 2, but was extended to November 3, 2020 by Resolution No. 2020-59 by the Common Council on September 22, 2020; and

**WHEREAS**, Adoption of this resolution will repeal and replace City of McMinnville Resolution No.'s 2020-28, 2020-43, 2020-48, 2020-52 and 2020-59; and

**WHEREAS**, COVID-19 continues to present a high potential public health threat to public health and safety, the duration of which is still unknown.

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

1. The declaration of emergency is still needed to address the City's ability to respond and recover from this emergency.
2. The Emergency Declaration was established in Resolution 2020-18 (March 24, 2020) the resolution was been extended four times and most recently to November

- 3, 2020 in Resolution 2020-59 (September 22, 2020 at Regular City Council Meeting) and shall be extended to February 28, 2021 by Resolution 2020-64.
3. This resolution is effective immediately and shall remain in effect until February 28, 2021, but may be extended as necessary by the Common Council.

Adopted by the Common Council of the City of McMinnville at a meeting held the 27<sup>th</sup> day of October 2020 by the following votes:

Ayes: \_\_\_\_\_ Drabkin, Garvin, Geary, Menke, Peralta, Stassens \_\_\_\_\_

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


Abstain: \_\_\_\_\_

Approved this 27<sup>th</sup> day of October 2020.



\_\_\_\_\_  
MAYOR

Approved as to form:



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

Attest:



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

## RESOLUTION NO. 2020-59

A Resolution for City of McMinnville, Oregon Extending the City's Declaration of State of Emergency Expressed in Resolution 2020-18.

### RECITALS:

**WHEREAS**, The Mayor of the City of McMinnville signed a Declaration of State of Emergency on March 16, 2020; and

**WHEREAS**, McMinnville City Council ratified Resolution No. 2020-18 effective March 24, 2020 declaring a state of emergency for the entire City of McMinnville in response to the COVID-19 pandemic; and

**WHEREAS**, Resolution No. 2020-18 was scheduled to remain in effect until at least May 1, 2020, but was extended to June 27, 2020 by Resolution No. 2020-28 by the Common Council on April 28, 2020; and

**WHEREAS**, Resolution No. 2020-28 was scheduled to remain in effect until June 27, 2020, but was extended to July 31, 2020 by Resolution No. 2020-43 by the Common Council on June 23, 2020; and

**WHEREAS**, Resolution No. 2020-43 was scheduled to remain in effect until July 31, but was extended to September 4, 2020 by Resolution No. 2020-48 by the Common Council on July 18, 2020; and

**WHEREAS**, Resolution No. 2020-48 was scheduled to remain in effect until September 4, but was extended to October 2, 2020 by Resolution No. 2020-52 by the Common Council on August 25, 2020; and

**WHEREAS**, Adoption of this resolution will repeal and replace City of McMinnville Resolution No.'s 2020-28, 2020-43, 2020-48 and 2020-52; and

**WHEREAS**, COVID-19 continues to present a high potential public health threat to public health and safety, the duration of which is still unknown.

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

1. The declaration of emergency is still needed to address the City's ability to respond and recover from this emergency.
2. The Emergency Declaration was established in Resolution 2020-18 (March 24, 2020) the resolution was been extended four times and most recently to October 2, 2020 in Resolution 2020-52 (August 25, 2020 at Regular City Council Meeting) and shall be extended to October 2nd, 2020 by Resolution 2020-59.
3. This resolution is effective immediately and shall remain in effect until November 3, 2020, but may be extended as necessary by the Common Council.

Adopted by the Common Council of the City of McMinnville at a meeting held the 22<sup>nd</sup> day of September 2020 by the following votes:

Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Stassens

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

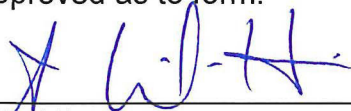
Abstain: \_\_\_\_\_

Approved this 22<sup>nd</sup> day of September 2020.



\_\_\_\_\_  
MAYOR

Approved as to form:

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

Attest:

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

## **RESOLUTION NO. 2020-52**

A Resolution for City of McMinnville, Oregon Extending the City's Declaration of State of Emergency Expressed in Resolution 2020-18.

### **RECITALS:**

**WHEREAS**, The Mayor of the City of McMinnville signed a Declaration of State of Emergency on March 16, 2020; and

**WHEREAS**, McMinnville City Council ratified Resolution No. 2020-18 effective March 24, 2020 declaring a state of emergency for the entire City of McMinnville in response to the COVID-19 pandemic; and

**WHEREAS**, Resolution No. 2020-18 was scheduled to remain in effect until at least May 1, 2020, but was extended to June 27, 2020 by Resolution No. 2020-28 by the Common Council on April 28, 2020; and

**WHEREAS**, Resolution No. 2020-28 was scheduled to remain in effect until June 27, 2020, but was extended to July 31, 2020 by Resolution No. 2020-43 by the Common Council on June 23, 2020; and

**WHEREAS**, Resolution No. 2020-43 was scheduled to remain in effect until July 31, but was extended to September 4, 2020 by Resolution No. 2020-48 by the Common Council on July 18, 2020; and

**WHEREAS**, Adoption of this resolution will repeal and replace City of McMinnville Resolution No.'s 2020-28, 2020-43 and 2020-48; and

**WHEREAS**, COVID-19 continues to present a high potential public health threat to public health and safety, the duration of which is still unknown.

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

1. The declaration of emergency is still needed to address the City's ability to respond and recover from this emergency.
2. The Emergency Declaration was established in Resolution 2020-18 (March 24, 2020) the resolution was been extended three times and most recently to September 4, 2020 in Resolution 2020-48 (July 28, 2020 at Regular City Council Meeting) and shall be extended to October 2nd, 2020 by Resolution 2020-52.
3. This resolution is effective immediately and shall remain in effect until October 2, 2020, but may be extended as necessary by the Common Council.

Adopted by the Common Council of the City of McMinnville at a meeting held the 25<sup>th</sup> day of August 2020 by the following votes:

Ayes: Drabkin, Garvin, Menke, Peralta, Stassens

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

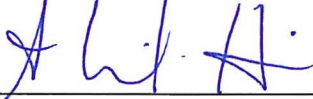
Abstain: \_\_\_\_\_

Approved this 25<sup>th</sup> day of August 2020.



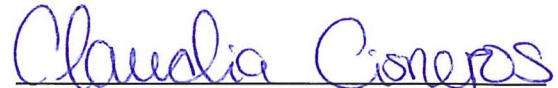
\_\_\_\_\_  
MAYOR

Approved as to form:



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

Attest:



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



**RESOLUTION NO. 2020-48**

A Resolution for City of McMinnville, Oregon Extending the City's Declaration of State of Emergency Expressed in Resolution 2020-18.

**RECITALS:**

**WHEREAS**, The Mayor of the City of McMinnville signed a Declaration of State of Emergency on March 16, 2020; and

**WHEREAS**, McMinnville City Council ratified Resolution No. 2020-18 effective March 24, 2020 declaring a state of emergency for the entire City of McMinnville in response to the COVID-19 pandemic; and

**WHEREAS**, Resolution No. 2020-18 was scheduled to remain in effect until at least May 1, 2020, but was extended to June 27, 2020 by Resolution No. 2020-28 by the Common Council on April 28, 2020; and

**WHEREAS**, Resolution No. 2020-28 was scheduled to remain in effect until June 27, 2020, but was extended to July 31, 2020 by Resolution No. 2020-43 by the Common Council on June 23, 2020; and

**WHEREAS**, COVID-19 continues to present a high potential public health threat to public health and safety, the duration of which is still unknown.

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


1. The declaration of emergency is still needed to address the City's ability to respond and recover from this emergency.
2. The Emergency Declaration was established in Resolution 2020-18 (March 24, 2020) the resolution was extended to July 31, 2020 in Resolution 2020-43 (June 23, 2020) and shall be extended to September 4, 2020 by Resolution 2020-48.
3. This resolution is effective immediately and shall remain in effect until September 4, 2020, but may be extended as necessary by the Common Council.

Adopted by the Common Council of the City of McMinnville at a meeting held the 28<sup>th</sup> day of July 2020 by the following votes:

Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Stassens


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

Approved this 28<sup>th</sup> day of July 2020.



\_\_\_\_\_  
MAYOR

Approved as to form:

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

Attest:

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

**RESOLUTION NO. 2020-43**

A Resolution for City of McMinnville, Oregon Extending the City's Declaration of State of Emergency Expressed in Resolution 2020-18.

**RECITALS:**

**WHEREAS**, The Mayor of the City of McMinnville signed a Declaration of State of Emergency on March 16, 2020; and

**WHEREAS**, McMinnville City Council ratified Resolution No. 2020-18 effective March 24, 2020 declaring a state of emergency for the entire City of McMinnville in response to the COVID-19 pandemic; and

**WHEREAS**, Resolution No. 2020-18 was scheduled to remain in effect until at least May 1, 2020, but was extended to June 27, 2020 by Resolution No. 2020-28 by the Common Council on April 28, 2020; and

**WHEREAS**, COVID-19 continues to present a high potential public health threat to public health and safety, the duration of which is still unknown.

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

1. The declaration of emergency is still needed to address the City's ability to respond and recover from this emergency.
2. The Emergency Declaration was established in Resolution 2020-18 (March 24, 2020) the resolution was extended to June 27, 2020 in Resolution 2020-28 (April 28, 2020) shall be extended to July 31, 2020.
3. This resolution is effective immediately and shall remain in effect until July 31, 2020, but may be extended as necessary by the Common Council.

Adopted by the Common Council of the City of McMinnville at a meeting held the 23<sup>rd</sup> day of June 2020 by the following votes:

Ayes: \_\_\_\_\_ Drabkin, Garvin, Geary, Menke, Peralta, Stassens \_\_\_\_\_

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

Approved this 23<sup>rd</sup> day of June 2020.

*Scott A. Hunt*

\_\_\_\_\_  
MAYOR

Approved as to form:

*Walter Powell*  
\_\_\_\_\_  
City Attorney

Attest:

*Claudia Cisneros*  
\_\_\_\_\_  
City Recorder

**RESOLUTION NO. 2020-28**

A Resolution for City of McMinnville, Oregon Extending the City’s Declaration of State of Emergency Expressed in Resolution 2020-18.

**RECITALS:**

**WHEREAS,** The Mayor of the City of McMinnville signed a Declaration of State of Emergency on March 16, 2020; and

**WHEREAS,** McMinnville City Council ratified Resolution No. 2020-18 effective March 24, 2020 declaring a state of emergency for the entire City of McMinnville in response to the COVID-19 pandemic; and

**WHEREAS,** Resolution No. 2020-18 was scheduled to remain in effect until at least May 1, 2020, but may be extended as necessary by the Common Council; and

**WHEREAS,** COVID-19 continues to present a high potential public health threat to public health and safety, the duration of which is still unknown.

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

1. The declaration of emergency is still needed to address the City’s ability to respond and recover from this emergency.
2. The Emergency Declaration established in Resolution 2020-18 (March 24, 2020) shall be extended to June 27, 2020.
3. This resolution is effective immediately and shall remain in effect until June 27, 2020, but may be extended as necessary by the Common Council.

Adopted by the Common Council of the City of McMinnville at a meeting held the 28<sup>th</sup> day of April 2020 by the following votes:

Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Stassens

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

Approved this 28<sup>th</sup> day of April 2020.

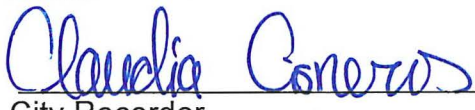


\_\_\_\_\_  
MAYOR

Approved as to form:

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

Attest:

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

## RESOLUTION NO. 2020-18

A Resolution for City of McMinnville, Oregon Ratifying the Declaration of State of Emergency signed by Mayor Scott Hill on March 16, 2020.

### RECITALS:

**WHEREAS**, Governor Kate Brown, on March 8, 2020 declared a state of emergency due to the COVID-19 virus, finding that COVID-19 has created a threat to public health and safety, and constitutes a statewide emergency under ORS 401.025(1); and

**WHEREAS**, The World Health Organization, on March 11, 2020 declared COVID-19 to be a pandemic threat that causes respiratory distress with the potential to cause serious illness and loss of life; and

**WHEREAS**, The City of McMinnville may require significant resources to provide for the health and safety of residents; and

**WHEREAS**, The State of Oregon, pursuant to ORS 401.309(1); authorizes the governing body of Oregon cities and counties to declare a local state of emergency; and

**WHEREAS**, The City of McMinnville, pursuant to the Emergency Operation Plan authorized the Mayor to declare a local state of emergency; and

**WHEREAS**, The Mayor of the City of McMinnville finds that conditions require a local state of emergency; and

**WHEREAS**, The Mayor of the City of McMinnville signed a Declaration of State of Emergency on March 16, 2020;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MCMINNVILLE OREGON, HEREBY RATIFY THE DECLARATION OF STATE OF EMERGENCY SIGNED BY MAYOR SCOTT HILL ON MARCH 16,2020 AND AUTHORIZES THE FOLLOWING:**

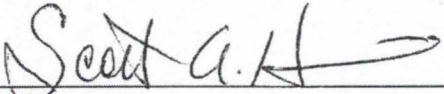
1. City Manager of the City of McMinnville, as the Emergency Manager as indicated in the Emergency Operation Plan, may take any and all necessary steps authorized by law to coordinate a response to this emergency; and
2. The state of emergency declaration provides the City Manager of the City of McMinnville is authorized to reallocate any city funds for emergency use; and
3. City Manager of the City of McMinnville is authorized to coordinate an effective response by redirecting funding for emergency use as needed and suspending standard procurement procedures; and
4. This resolution is effective immediately and shall remain in effect until at least May 1, 2020, but may be extended as necessary.

Adopted by the Common Council of the City of McMinnville at a meeting held the 24<sup>th</sup> day of March 2020 by the following votes:

Ayes: ~~Drabkin~~, Garvin, Geary, Menke, Peralta, Stassens

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

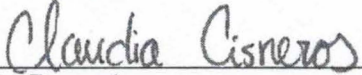
Approved this 24<sup>th</sup> day of March 2020.

  
\_\_\_\_\_  
MAYOR

Approved as to form:

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

Attest:

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



**City of McMinnville**  
**Community Development Department**  
231 NE Fifth Street  
McMinnville, OR 97128  
(503) 434-7312  
[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

## STAFF REPORT

**DATE:** April 27, 2021  
**TO:** Jeff Towery, City Manager  
**FROM:** Larry Sherwood, Engineering Services Manager  
**SUBJECT:** Contract Award – WRF and RSPS Emergency Stand-by Generator Installation

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### **Report in Brief:**

This action is the consideration of a resolution to award a public improvement contract in the amount of \$ 293,609.00 to Haworth, Inc. for the construction of the Water Reclamation Facility and Raw Sewage Pump Station Emergency Stand-by Generator Installation, Project 2020-2.

### **Background:**

The City's Water Reclamation Facilities Plan addresses the need for emergency power generation at the Water Reclamation Facility (WRF) and Raw Sewage Pump Station (RSPS) through the use of emergency stand-by generators to keep these critical facilities operating during a wide spread power outage.

At its June 9, 2020 meeting, City Council adopted Resolution 2020-33 (Attachment 1) approving the procurement of the generator equipment for the Project through Sourcewell, an Interstate Cooperative Purchasing Program.

At its October 13, 2020 meeting, City Council adopted Resolution 2020-60 (Attachment 2) approving a Personal Services Contract with Landis Consulting Engineering Services, Inc. for engineering design and construction support services for the Project.

Proposed Resolution 2021-22 (Attachment 3) will approve the award of the construction contract to complete the Project and includes the installation, testing, and start-up of the City furnished generators at the WRF and RSPS.

### **Discussion:**

On Thursday, April 8, 2021, three bids were received, opened, and publicly read for the construction of the Water Reclamation Facility and Raw Sewage Pump Station Emergency Stand-by Generator Installation project. The bid results are as follows:

- |                        |               |
|------------------------|---------------|
| • Haworth, Inc.        | \$ 293,609.00 |
| • R.L Reimers Company  | \$ 342,955.00 |
| • Fackler Construction | \$ 368,993.00 |

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

- Was the bid submitted, on time, in a properly sealed and labeled envelope?
- Was the bidder present at the mandatory pre-bid meeting?
- Was the Bid Form properly filled out and executed?
- Was a Bid Bond included?
- Were the project addenda acknowledged?
- Was the First Tier Subcontractor Form turned in on time?

All of the bids were complete and met the City's requirements. A detailed breakdown of the received bids is on file in the Engineering Department.

The bid from Haworth Construction, Inc. in the amount of \$ 293,609.00, was deemed to be the lowest responsible and responsive bid.

The project is expected to start in early May 2021 and be complete by June 30, 2021.

**Attachments:**

1. Resolution 2020-33
2. Resolution 2020-60
3. Proposed Resolution 2021-22
4. Bid Results
5. Public Improvement Contract
6. Vicinity Map

**Fiscal Impact:**

The Adopted FY21 budget includes \$1,100,000 in the Wastewater Capitol Fund (77) for the supply and installation of stand-by emergency generators at the WRF and RSPS. With equipment costs of \$460,902, engineering services costs of \$64,800 and expected installation costs of \$293,609, the project will be delivered within budget.

**Recommendation:**

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to enter into a public improvement contract with Haworth, Inc. for \$ 293,609 for the Water Reclamation Facility and Raw Sewage Pump Station Emergency Stand-by Generator Installation, Project 2020-2.

## RESOLUTION NO. 2020 -33

A Resolution authorizing the City Manager to enter into a contract with Cummins, Inc. for the purchase of emergency stand-by generators for the City's Water Reclamation Facility (WRF) and Raw Sewage Pump Station (RSPS) through Sourcewell, an Interstate Cooperative Purchasing Program.

### **RECITALS:**

Electrical power for the City's WRF and RSPS is supplied by McMinnville Water & Light and has redundancy in the event of a localized power outage. The City's Water Reclamation Facilities Plan addresses the need for emergency power generation at the WRF and RSPS in the event of a wide spread regional power outage through the use of emergency stand-by generators. The purchase of these generators, along with subsequent installation contracts, will address the need to supply immediate and automatic temporary electricity to keep these critical facilities operating during a wide spread power outage.

Sourcewell (formerly NJPA) advertised Request for Proposal #120617 in the Oregon Daily Journal of Commerce soliciting sealed proposals for Electrical Energy Power Generation supplies and services. Three manufacturers (Caterpillar, Kohler, and Cummins) with generators meeting the City's specific capacity needs were awarded contracts through this solicitation. The competitive bid process used by Sourcewell meets Oregon Revised Statutes for procurement of goods and services, and members are able to use this procurement option. The City of McMinnville is registered Sourcewell member #41616.

Generators from the three manufacturers were evaluated and scored by a panel consisting of City staff and engineers from Jacobs to assist in the selection of the preferred manufacturer. In addition, references were checked from similar end users following a template of specific reliability, service and warranty related questions. The Cummins product ranked highest in average score, received positive responses from end users, and was the lowest priced unit of the three manufactures.

Cummins, Inc. should be considered the preferred manufacturer to supply the stand-by generators at a cost of \$230,451 each, for a total of \$460,902.

Funding for the new generators is included in the adapted FY21 Wastewater Capitol Fund (77).

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

1. That entry into with Cummins, Inc. for \$ 460,902 for the purchase of emergency stand-by generators for the City's Water Reclamation Facility (WRF) and Raw Sewage Pump Station (RSPS) through Sourcewell, an Interstate Cooperative Purchasing Program, is hereby approved.



2. The City Manager is hereby authorized and directed to execute the Contract with Cummins, Inc.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 9th day of June 2020 by the following votes:

Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Stassens

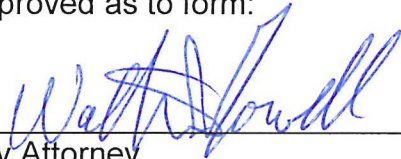
Nays: \_\_\_\_\_

Approved this 9th day of June 2020.




\_\_\_\_\_  
MAYOR

Approved as to form:

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

Attest:

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

**RESOLUTION NO. 2020 -60**

A Resolution authorizing the City Manager to enter into a Personal Services Contract with Landis Consulting Engineering Services, Inc. in the amount "not to exceed" \$64,800 for engineering design and construction support services for the WRF and RSPS Emergency Stand-by Generator Installation, Project No. 2020-2.

**RECITALS:**

Electricity for the City's Water Reclamation Facility (WRF) and Raw Sewage Pump Station (RSPS) is supplied by McMinnville Water & Light and has redundancy in the event of a localized power outage. To supply immediate and automatic temporary electricity to these critical facilities during a wide spread regional power outage, the City's Water Reclamation Facilities Plan recommends the installation of emergency stand-by generators at each facility.

At its June 9, 2020 meeting, City Council adopted resolution 2020-33 approving the purchase of the emergency stand-by generator equipment for the WRF and RSPS. The scope of work included in this Personal Service Contract consists of the electrical engineering design and specialized bid document content necessary to assist the City with producing complete engineered construction plans and bid documents, as well as providing construction support services during the installation of these generators.

Funding for the Project is included in the adapted FY21 Wastewater Capitol Fund (77).

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

1. That entry into a Personal Services Contract with Landis Consulting Engineering Services, Inc. in the amount "not to exceed" \$64,800 for engineering design and construction support services for the WRF and RSPS Emergency Stand-by Generator Installation, Project No. 2020-2 is hereby approved.
2. The City Manager is hereby authorized and directed to execute the Personal Services Contract with Landis Consulting Engineering Services, Inc.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of October 2020 by the following votes:

Ayes: Drabkin, Garvin, Geary, Menke, Peralta, Stassens

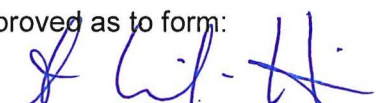
Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_

Approved this 13<sup>TH</sup> day of October 2020.



\_\_\_\_\_  
MAYOR

Approved as to form:  
  
\_\_\_\_\_  
City Attorney

Attest:  
  
\_\_\_\_\_  
City Recorder

**RESOLUTION NO. 2021 -22**

A Resolution authorizing the City Manager to enter into a contract with Haworth, Inc. for the construction of the Water Reclamation Facility and Raw Sewage Pump Station Emergency Stand-by Generator Installation, Project 2020-2.

**RECITALS:**

The City's Water Reclamation Facilities Plan addresses the need for emergency power generation at the Water Reclamation Facility (WRF) and Raw Sewage Pump Station (RSPS) through the use of stand-by generators.

At its June 9, 2020 meeting, City Council adopted Resolution 2020-33 approving the procurement of the generator equipment for the Project.

At its October 13, 2020 meeting, City Council adopted Resolution 2020-60 approving a Personal Services Contract for engineering design and construction support services for the Project.

At 2:00pm on April 8, 2021, three bids were received, opened, and publicly read for the Water Reclamation Facility and Raw Sewage Pump Station Emergency Stand-by Generator Installation, Project 2020-2. The bid from Haworth, Inc., in the amount of \$ 293,609.00, met all of the bid requirements and should be considered the lowest responsible and responsive bid.

Funding for the Project is included in the adapted FY21 Wastewater Capitol Fund (77).

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

1. That entry into with Haworth, Inc. in the amount of \$ 293,609 for the Water Reclamation Facility and Raw Sewage Pump Station Emergency Stand-by Generator Installation, Project 2020-2.is hereby approved.
2. The City Manager is hereby authorized and directed to execute the public improvement contract.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 27th day of April 2021 by the following votes:

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

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

Approved this 27th day of April 2021.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

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

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



**BID OPENING RESULTS**  
**WRF AND RSPS EMERGENCY STAND-BY**  
**GENERATORS INSTALL**

**Project 2020-2**

April 8, 2021

Bid Opening: 2:00 pm

Community Development Center

BIDDER NAME	Attended Mandatory Pre-Bid Meeting?	TOTAL BID AMOUNT	BID SIGNED?	ADDENDA AKNOWLEDGED?	BID BOND?	1 <sup>ST</sup> TIER?
HAWORTH INC.	yes	\$ 293,609.00	✓	N/A	✓	✓
FACKLER CONSTRUCTION	YES	\$ 368,993.00	✓	N/A	✓	✓
R.L. REIMERS COMPANY	YES	\$ 342,955.00	✓	N/A	✓	✓

CITY OF McMinnville, OR

**Water Reclamation Facility and Raw Sewage Pump Station  
Emergency Stand-by Generator Installation**  
Project No. 2020-2

**PUBLIC IMPROVEMENT CONTRACT**

This Contract is between the CITY OF McMinnville, a municipal corporation of the State of Oregon (City) and Haworth, Inc. (Contractor). The City's Project Manager for this Contract is Larry Sherwood, Engineering Services Manager.

The parties mutually covenant and agree as follows:

**1. Effective Date and Duration.**

This Contract is effective on the date that it is fully executed. The Contract will expire on June 30, 2021.

**2. Statement of Work.**

The work required under this Contract is contained in Contract Documents entitled: Water Reclamation Facility and Raw Sewage Pump Station Emergency Stand-by Generator Installation; Project No. 2020-2. The Contractor shall comply in every way with the requirements of the Contract Documents that are made a part of this Contract by attachment and by this reference.

**3. Consideration.**

a. The City agrees to pay the Contractor, at the times and in the manner provided in the Contract Documents, the total sum of \$293,609.00. The total sum, however, is subject to increase or decrease in such proportion as the quantities named in the Bid are changed in conformance with the Contract Documents.

b. The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract.

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**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): \_\_\_\_\_  
Address: \_\_\_\_\_  
Social Security #: \_\_\_\_\_ Business License # \_\_\_\_\_  
Federal Tax ID #: \_\_\_\_\_ State Tax ID #: \_\_\_\_\_  
Construction Contractors Board #: \_\_\_\_\_  
Citizenship: Nonresident alien \_\_\_\_\_ Yes \_\_\_\_\_ No  
Business Designation (check one): \_\_\_\_\_ Individual \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation \_\_\_\_\_ Government/Nonprofit

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

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

Signed by Contractor:

\_\_\_\_\_  
Signature/Title Date

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

---

---

**CITY OF McMINNVILLE SIGNATURE**

By:

\_\_\_\_\_  
City Manager or Designee Date

Approved as to form:

\_\_\_\_\_  
City Attorney or Designee Date

**CITY OF McMinnville**  
**STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS**

**1. Contractor is Independent Contractor**

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

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

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

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

**2. Subcontracts and Assignment**

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

**3. No Third Party Beneficiaries**

City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

#### **4. Successors in Interest**

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

#### **5. Contract Documents**

The Contract Documents, which comprise the entire Contract between the City and Contractor, consist of the Invitation to Bid, Instructions to Bidders, Bid, Standard Public Contract, Payment Bond, Performance Bond, Special Provisions, and Technical Specifications, all attached hereto, together with the Oregon Standard Specifications for Construction (2015 edition), published by the Oregon Department of Transportation, incorporated by this reference.

All exhibits, schedules, and lists attached to the Contract Documents, or delivered pursuant to the Contract Documents, will be deemed a part of the Contract Documents and will be incorporated herein, where applicable, as if fully set forth herein.

#### **6. Contractor's Representations**

By executing this contract, the Contractor represents that:

- a. The Contractor has familiarized itself with the nature and extent of the Contract Documents, project work, site, locality, general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.
- b. The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as the Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for those purposes.
- c. The Contractor has given the City written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the project work.



## **7. Drug Testing Policy**

The Contractor's signature on the Public Improvement Contract will certify that the Contractor has an employee drug testing program in place. Pursuant to ORS 279C.505, the City's performance under this Contract is conditioned upon this certification.

## **8. Notice to Proceed**

Written Notice to Proceed will be given by the City after the Contract has been executed and the performance bond and all required insurance documents have been approved. The Contractor will commence the project work within five (5) days of the date of the written Notice to Proceed.

## **9. Suspension of the Work**

The City, and its authorized representatives, may suspend portions or all of the project work due to causes including, but not limited to:

- a. Failure of the Contractor to correct unsafe conditions;
- b. Failure of the Contractor to carry out any provision of the Contract;
- c. Failure of the Contractor to carry out orders;
- d. Conditions, in the opinion of the City, which are unsuitable for performing the project work;
- e. Allowance of time required to investigate differing site conditions;
- f. Any reason considered to be in the public interest.

The Contract Time will not be extended, nor will the Contractor be entitled to any additional compensation, if the work is suspended pursuant to subsections (a), (b) or (c). If the project work is suspended pursuant to subsection (f), the Contractor is entitled to a reasonable extension of the Contract Time and reasonable compensation for all costs resulting from the suspension plus a reasonable allowance for overhead with respect to those costs. If the project work is suspended pursuant to subsections (d) or (e), the City may grant, at its sole discretion, a reasonable extension of the Contract Time and reasonable compensation for all costs resulting from the suspension plus a reasonable allowance for overhead with respect to those costs.

## **10. Early Termination**

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

b. The City may terminate the Contract in whole or in part whenever the City determines that termination of the Contract is in the best interest of the public. The City will provide the Contractor, and the Contractor's surety, seven (7) days prior written notice of a termination for public convenience. After this notice, the Contractor and the Contractor's surety will provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances will the Contractor be entitled to lost profits due to termination.

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

## **11. Payment on Early Termination**

a. If this Contract is terminated under 10(a) or 10(b), the City will pay the Contractor for work performed in accordance with the Contract prior to the termination date.

b. If this Contract is terminated under 10(c), by the Contractor due to a breach by the City, then the City will pay the Contractor as provided in subsection (a) of this section.

c. If this Contract is terminated under 10(c), by the City due to a breach by the Contractor, then the City will pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 12, Remedies.

## **12. Remedies**

a. In the event of termination under 10(c), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, the Contractor will pay to the City the amount of the reasonable excess.

b. The remedies provided to the City under section 10 and section 12 for a breach by the Contractor are not exclusive. The City will also be entitled to any other equitable and legal remedies that are available.

c. In the event of breach of this Contract by the City, the Contractor's remedy will be limited to termination of the Contract and receipt of payment as provided in sections 10(c) and 11(b), respectively.

### **13. Access to Records**

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

### **14. Ownership of Work**

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

### **15. Compliance with Applicable Law**

Contractor will comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including, without limitation, ORS chapter 279C, and specifically the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530, 279C.580, and 279C.830 as set forth on Exhibit A. In addition, the provisions of ORS 279C.570 and ORS 279C.600 – 279C.625 are incorporated by this reference as though fully set forth. Without limiting the foregoing, the Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

### **16. Construction Contractor's Board License and Endorsement**

The Contractor certifies that the Contractor, and all subcontractors performing construction work under this Contract, hold a current license issued by the Oregon Construction Contractors Board and possess an endorsement as provided for in ORS 701.021, which is appropriate for the work to be performed in accordance with this Contract.

### **17. Progress Payments and Interest**

a. Each month, the Contractor will submit to the City a written request for a progress payment based upon the actual quantities of work completed to date, or in the case of lump sum items, an estimated percentage of the total work completed to date. The Contractor may also provide to the City an estimate of the amount and value of acceptable material, to be incorporated in the completed work, which has been delivered to the premises and acceptably stored.

The sum of these estimates is referred to as the “value of completed work.” With these estimates as a base, the City will make a progress payment to the Contractor, which will be equal to the value of the completed work, less those amounts that have been previously paid, less other amounts that may be deductible or owing and due to the City for any cause, and less the appropriate amount of retainage.

- b. Progress payments will not be construed as an acceptance or approval of any part of the work, and will not relieve the Contractor of responsibility for defective workmanship or material.
- c. The City will promptly make all payments due and owing to the Contractor.
- d. Late payment interest will begin to accrue on payments due and owing on the earlier of 30 days after receipt of a progress payment request per section 17.a. above, or 15 days after City approval of the payment (the “Progress Payment Due Date”). The interest rate will equal three times the discount rate on 90-day commercial paper in effect on the Progress Payment Due Date at the Federal Reserve Bank in the Federal Reserve district that includes Oregon, up to a maximum rate of 30 percent.
- e. In instances when a progress payment request is filled out incorrectly, or when there is any defect or impropriety in the submitted progress payment, or when there is a good faith dispute, the City will notify the Contractor within 15 days, stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper progress payment request, if corrected by the Contractor within seven days of notification by the City, will not cause a payment to be made later than specified in this section unless interest is paid.
- f. Final payment on the Contract, including retainage, will be due and owing no later than 30 days after the Contract completion and acceptance of the work. Late payment interest on the final payment will thereafter accrue at the rate of one and one-half percent per month until paid.
- g. In the event of a dispute as to compensation due the Contractor for work performed, upon settlement or judgment in favor of the Contractor, interest on the amount of the settlement or judgment will be added to, and not made part of, the settlement or judgment. The interest, at the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon, will accrue from the later of the Progress Payment Due Date or thirty days after the Contractor submitted a claim for payment to the City in writing.
- h. If requested in writing by a first-tier subcontractor, the Contractor, within 10 calendar days after receiving the request, will send to the first-tier subcontractor a copy of that portion of any progress payment request, or any pay document provided by the City to the Contractor, specifically related to any labor or materials supplied by the first-tier subcontractor.

## **18. Retainage**

The provisions of ORS 279C.570 relating to retainage are incorporated by this reference as though fully set forth.

## **19. Change Orders**

The Contractor agrees to complete this Contract in accordance with the attached specifications and requirements, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event the parties fail to agree, the City may proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party will in no way relieve either the Contractor or City of this Contract and neither will it be cause for collection of damages by either party from the other party.

## **20. Contractor/Subcontractor Payment Obligations**

Subject to the provisions of ORS 279C.580, the Contractor shall:

a. Include in each subcontract for property or services the contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

1. A payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the contracting agency pays to the contractor under the public improvement contract.

2. A clause that requires the contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from the contractor.

3. A clause that requires the contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A contractor may change the form or the regular administrative procedures the contractor uses for processing payments if the contractor:

(A) Notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change; and

(B) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

4. An interest penalty clause that obligates the contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, to pay the first-tier subcontractor an interest penalty on amounts due in each payment the contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A contractor or first-tier subcontractor is not obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was

due is that the contractor or first-tier subcontractor did not receive payment from the contracting agency or contractor when payment was due. The interest penalty:

(A) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and

(B) Is computed at the rate specified in ORS 279C.515 (2).

b. Require in each subcontract that the first-tier subcontractors shall include a payment clause and an interest penalty clause that conforms to the standards of subsection (a) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

## **21. Inspection and Acceptance**

Inspection and acceptance of all work required under this Contract will be performed by the City. The Contractor will be advised of the acceptance or of any deficiencies in the deliverable items.

## **22. Liquidated Damages**

The City and the Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the project work is not completed within the times specified in Section 1 of this Contract, plus any extensions allowed in accordance with the Contract Documents. They also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by City if the project work is not completed on time. Accordingly, instead of requiring proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor will pay the City five-hundred dollars (\$500.00) for each and every day that elapses in excess of the Contract Time or the final adjusted Contract Time.

Any sums due as liquidated damages will be taken out of any money due or which may become due to the Contractor under this Contract. Payment of liquidated damages will not release the Contractor from obligations in respect to the fulfillment of the entire Contract, nor will the payment of liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to complete the work on time.

Permitting the Contractor to continue and finish the project work, or any part thereof, after the Contract Time or adjusted Contract Time has expired will in no way operate as a waiver on the part of the City of any of its rights under this Contract.

The City may in its discretion grant the Contractor an extension of time upon a showing by the Contractor that the work has been unavoidably delayed by conditions beyond the Contractor's control.

### **23. Indemnity and Hold Harmless**

- a. Except for the professional negligent acts covered by paragraph 23.b., the Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.
- b. The Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.

### **24. Insurance**

Contractor will provide insurance in accordance with Exhibit B. It is specifically understood that the City will be named as an additional insured under Contractor's policy and that Contractor's insurance shall be primary and non-contributory.

### **25. Bonds**

Contractor will provide bonds in accordance with Exhibit D.

### **26. One Year Maintenance and Warranty**

- a. In addition to and not in lieu of any other warranties required under the Contract, Contractor will make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the City, any and all defects, breaks, or failures of the work occurring within one year following the date of substantial completion when those defects, breaks, or failures are due to faulty or inadequate materials or workmanship. The one-year maintenance period required will, with relation to the required repair, be extended one year from the date of completion of the repair.
- b. If the Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, the City may have the defects corrected, and the Contractor and Contractor's surety will be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to the Contractor and the Contractor or the Contractor's Surety will pay the cost of repairs. Failure of the City to act in case of an emergency will not relieve the Contractor or the Contractor's Surety from liability and payment of all costs.

### **27. Waiver**

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

## **28. Errors**

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

## **29. Governing Law**

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

## **30. Severability**

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

## **31. Attorney's Fees**

If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party will be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

## **32. Merger Clause**

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



**EXHIBIT A**  
**COMPLIANCE WITH APPLICABLE LAW**  
**PUBLIC IMPROVEMENT CONTRACT**

**279C.505 Conditions concerning payment, contributions, liens, withholding, drug testing.** (1) Every public improvement contract shall contain a condition that the contractor shall:

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

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

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

(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

(2) In addition to the conditions specified in subsection (1) of this section, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug testing program is in place. [2003 c.794 §138; 2005 c.103 §27]

**279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.** (1) Every public improvement contract must contain a clause or condition that,

if the contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the contractor or a subcontractor in connection with the public improvement contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality or municipal corporation or a subdivision of the state, county, school district, municipality or municipal corporation may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.

(2) Every public improvement contract must contain a clause or condition that, if the contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

(3) Every public improvement contract and every contract related to the public improvement contract must contain a clause or condition that, if the contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(4) Paying a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to an unpaid claim. [2003 c.794 §140; 2005 c.103 §28; 2012 c.4 §1]

**279C.520 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.** (1) Every public contract subject to this chapter must provide that:

(a) A contractor may not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the contractor shall pay the employee at least time and a half pay for:

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

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

(B) All work the employee performs on Saturday and on any legal holiday specified in ORS 279C.540.

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

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

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

(3) A public contract for personal services, as defined in ORS 279C.100, must provide that the contractor shall pay the contractor's employees who work under the public contract at least time and a half for all overtime the employees work in excess of 40 hours in any one week, except for employees under a personal services public contract who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

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

(5)(a) Except as provided in subsection (4) of this section, a public contract for services must provide that the contractor shall pay employees at least time and a half pay for work the employees perform under the public contract on the legal holidays specified in a collective

bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time the employees work in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) A contractor shall notify in writing employees who work on a public contract for services, either at the time of hire or before work begins on the public contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the contractor may require the employees to work. [2003 c.794 §141; 2005 c.103 §29; 2015 c.454 §6]

**279C.530 Condition concerning payment for medical care and providing workers' compensation.**

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

(2) Every public contract subject to this chapter shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §143; 2005 c.103 §30]

**279C.580 Contractor's relations with subcontractors.**

(1) A contractor may not request payment from the contracting agency of any amount withheld or retained in accordance with subsection (5) of this section until the contractor has determined and certified to the contracting agency that the subcontractor has determined and certified to the contracting agency that the subcontractor is entitled to the payment.

(2) A dispute between a contractor and first-tier subcontractor relating to the amount or entitlement of a first-tier subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract under subsection (3) or (4) of this section does not constitute a dispute to which the contracting agency is a party. The contracting agency may not be included as a party in any administrative or judicial proceeding involving such a dispute.

(3) Each public improvement contract awarded by a contracting agency must include a

clause that requires the contractor to include in each subcontract for property or services the contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the contracting agency pays to the contractor under the public improvement contract.

(b) A clause that requires the contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from the contractor.

(c) A clause that requires the contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A contractor may change the form or the regular administrative procedures the contractor uses for processing payments if the contractor:

(A) Notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change; and

(B) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(d) An interest penalty clause that obligates the contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, to pay the first-tier subcontractor an interest penalty on amounts due in each payment the contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A contractor or first-tier subcontractor is not obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the contracting agency or contractor when payment was due. The interest penalty:

(A) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and

(B) Is computed at the rate specified in ORS 279C.515 (2).

(4) A public improvement contract that the contracting agency awards shall obligate the contractor, in each of the contractor's subcontracts, to require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the

standards of subsection (3) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

(5)(a) The clauses required by subsections (3) and (4) of this section do not impair the right of a contractor or a subcontractor at any tier to negotiate, and to include in the subcontract, provisions that:

(A) Permit the contractor or a subcontractor to retain, in the event of a good faith dispute, an amount not to exceed 150 percent of the amount in dispute from the amount due a subcontractor under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions the parties to the subcontract agree upon, giving such recognition as the parties consider appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(B) Permit the contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract; and

(C) Permit such withholdings without incurring any obligation to pay a late payment interest penalty if:

(i) A notice that conforms to the standards of subsection (8) of this section has been previously furnished to the subcontractor; and

(ii) A copy of any notice a contractor issues under sub-paragraph (i) of this subparagraph has been furnished to the contracting agency.

(b) As used in this subsection, "good faith dispute" means a documented dispute concerning:

(A) Unsatisfactory job progress.

(B) Defective work not remedied.

(C) Third-party claims filed or reasonable evidence that claims will be filed.

(D) Failure to make timely payments for labor, equipment and materials.

(E) Damage to the contractor or subcontractor.

(F) Reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum.

(6) If, after applying to a contracting agency for payment under a public improvement contract but before paying a subcontractor for the subcontractor's performance covered by the application, a contractor discovers that all or a portion of the payment otherwise due the subcontractor is subject to withholding from the subcontractor in accordance with the subcontract, the contractor shall:

(a) Furnish to the subcontractor a notice conforming to the standards of subsection (8) of this section as soon as practicable after ascertaining the cause for the withholding, but before the due date for payment to the subcontractor;

(b) Furnish to the contracting agency, as soon as practicable, a copy of the notice furnished to the subcontractor under paragraph (a) of this subsection;

(c) Reduce the progress payment to the subcontractor by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (a) of this subsection;

(d) Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency;

(e) Make such payment within:

(A) Seven days after correction of the identified subcontract performance deficiency unless the funds for the payment must be recovered from the contracting agency because of a reduction under paragraph (f)(A) of this subsection; or

(B) Seven days after the contractor recovers the funds from the contracting agency;

(f) Notify the contracting agency upon:

(A) Reduction of the amount of any subsequent certified application for payment; or

(B) Payment to the subcontractor of any withheld amounts of a progress payment, specifying:

(i) The amounts of the progress payments withheld under paragraph (a) of this subsection; and

(ii) The dates on which the withholding began and ended; and

(g) Be obligated to pay to the contracting agency an amount equal to interest on the withheld payments computed in the manner provided in ORS 279C.570 from the 11th day after receiving the withheld amounts from the contracting agency until:

(A) The day the identified subcontractor performance deficiency is corrected; or

(B) The date that any subsequent payment is reduced under paragraph (f)(A) of this subsection.

(7)(a) If a contractor, after paying a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor a written notice asserting a deficiency in the first-tier subcontractor's performance under the public improvement contract for which the contractor may be ultimately liable and the contractor determines that all or a portion of future payments otherwise due the first-tier subcontractor is subject to withholding in accordance with the subcontract, the contractor may, without incurring an obligation to pay a late

payment interest penalty under subsection (6)(e) of this section:

(A) Furnish to the first-tier subcontractor a notice that conforms to the standards of subsection (8) of this section as soon as practicable after making the determination; and

(B) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (A) of this paragraph.

(b) As soon as practicable, but not later than 10 days after receiving satisfactory written notice that the identified subcontract performance deficiency has been corrected, the contractor shall pay the amount withheld under paragraph (a)(B) of this subsection to the first-tier subcontractor, or shall incur an obligation to pay a late payment interest penalty to the first-tier subcontractor computed at the rate specified in ORS 279C.570.

(8) A written notice of any withholding must be issued to a subcontractor, with a copy to the contracting agency, that specifies:

(a) The amount to be withheld;

(b) The specified causes for the withholding under the terms of the subcontract; and

(c) The remedial actions the subcontractor must take in order to receive payment of the amounts withheld.

(9) Except as provided in subsection (2) of this section, this section does not limit or impair any contractual, administrative or judicial remedies otherwise available to a contractor or a subcontractor in the event of a dispute involving a contractor's late payment or nonpayment or a subcontractor's deficient performance or nonperformance.

(10) A contractor's obligation to pay a late payment interest penalty to a subcontractor under the clause included in a subcontract under subsection (3) or (4) of this section is not an obligation of the contracting agency. A contract modification may not be made for the purpose of providing reimbursement of a late payment interest penalty. A cost reimbursement claim may not include any amount for reimbursement of a late payment interest penalty. [2003 c.794 §151; 2005 c.103 §34; 2012 c.4 §2]

**279C.830 Provisions concerning prevailing rate of wage in specifications, contracts and subcontracts; applicability of prevailing wage; bond.** (1)(a) Except as provided in paragraph (e) of this subsection, the specifications for every contract for public works must contain a provision that states the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required

under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that must be paid to workers in each trade or occupation that the contractor or subcontractor or other person who is a party to the contract uses in performing all or part of the contract. If the prevailing rates of wage are available electronically or are accessible on the Internet, the rates may be incorporated into the specifications by referring to the electronically accessible or Internet-accessible rates and by providing adequate information about how to access the rates.

(b) If a public agency under paragraph (a) of this subsection must include the state and federal prevailing rates of wage in the specifications, the public agency shall also require the contractor to pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works.

(c) Every contract and subcontract must provide that the workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(d) If a public works project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, every contract and subcontract must provide that workers on the public works must be paid not less than the higher of the applicable state or federal prevailing rate of wage.

(e) A public works project described in ORS 279C.800 (6)(a)(B) or (C) is subject to the existing state prevailing rate of wage or, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that is in effect at the time a public agency enters into an agreement with a private entity for the project. After that time, the specifications for a contract for the public works must include the applicable prevailing rate of wage.

(2) The specifications for a contract for public works must provide that the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). Every contract that a contracting agency awards must require the contractor to:

(a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

(b) Require, in every subcontract, that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). [2003 c.794 §168; 2005 c.360 §10; 2007 c.415 §2; 2007 c.764 §37; 2007 c.844 §4; 2009 c.161 §2; 2011 c.265 §2]

**EXHIBIT B  
INSURANCE**

(The Project Manager must answer and initial 2, 3, 4, and 5 below).

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

1. **Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027). In addition to the statutory benefits described in ORS Chapter 656, the Contractor and all subcontractors will provide employers' liability insurance with limits of not less than: \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury for disease, \$500,000 policy limit for bodily injury by disease.

Required by City       I am exempt. Signed \_\_\_\_\_

2. **Professional Liability** insurance with a combined single limit of not less than  \$1,200,000,  \$2,000,000, or  \$3,000,000 each claim, incident, or occurrence. This is to cover damages caused by errors, omissions, or negligent acts related to the professional services to be provided under this Contract. The coverage must remain in effect for at least  one year  two years after the Contract is completed.

Required by City     Not required by City    By: \_\_\_\_\_ LS

3. **General Liability** insurance, on an occurrence basis, with a combined single limit of not less than  \$1,200,000,  \$2,000,000, or  \$3,000,000 each occurrence for Bodily Injury and Property Damage. It will include contractual liability coverage, product and completed operations coverage, and personal and advertising injury coverage.

Required by City     Not required by City    By: \_\_\_\_\_ LS

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

Required by City     Not required by City    By: \_\_\_\_\_ LS

5. During construction, **Builders Risk** insurance to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage will also include: (1) formwork in place, (2) form lumber on site, (3) temporary structures, (4) equipment, and (5) supplies related to the work while at the site.

Required by City     Not required by City    By: \_\_\_\_\_ LS

6. **Notice of cancellation or change.** There will be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without priorwritten notice from the Contractor or its insurer(s) to the City.
  
7. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor will furnish acceptable insurance certificates to the City at the time the Contractor returns the signed contracts. For general liability insurance and automobile liability insurance, the certificate will provide that the City, and its agents, officers, and employees, are additional insureds, but only with respect to the Contractor's services to be provided under this Contract. The certificate will include the cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies will be provided to the City. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.

**EXHIBIT C  
CERTIFICATION STATEMENT FOR  
INDEPENDENT CONTRACTOR**

(Contractor: Complete A or B below; Project Manager: Complete C below.)

**A. CONTRACTOR IS A CORPORATION**

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

Entity	Signature	Date

**B. CONTRACTOR IS INDEPENDENT.**

**Contractor certifies he/she meets the following standards:**

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

Contractor Signature	Date
----------------------	------



(Project Manager: Complete C below.)

**C. CITY APPROVAL**

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

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results,
2. The Contractor is responsible for obtaining licenses under ORS chapters 671 and 701 when these licenses are required to provide the services,
3. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The Contractor has the authority to hire and fire employees to provide or assist in providing the services, and
5. The person is customarily engaged in an independently established business as indicated in B. 4 above.

Project Manager Signature

Date

**EXHIBIT D**  
**BONDS**

(The Project Manager must answer and initial 1 and 2 below).

At the time of executing this contract, the Contractor will provide to the City, at its own expense, each bond noted below:

1. **Performance Bond** approved by the City in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Contract, conditioned upon a compliance with and fulfillment of all terms and provisions of the Contract, including, maintenance, repair, and replacement, and all applicable laws and prompt payment, as due, to all persons supplying labor and/or material for prosecution of the work.

Required by City     Not required by City    By: \_\_\_\_\_ LS

2. **Payment Bond** approved by the City in an amount equal to the amount of the Contract based upon the estimate of quantities or lump sum as set forth in the Contract, conditioned upon a compliance with and fulfillment of all terms and provisions of the Contract, including, maintenance, repair, and replacement, and all applicable laws and prompt payment, as due, to all persons supplying labor and/or material for prosecution of the work.

Required by City     Not required by City    By: \_\_\_\_\_ LS

CITY OF McMinnville, Oregon

**Water Reclamation Facility and Raw Sewage Pump Station  
Emergency Stand-by Generator Installation**  
Project No. 2020-2

**PAYMENT BOND**

**BOND NO.** \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_

hereinafter called CONTRACTOR (Corporation, Partnership or Individual) and

\_\_\_\_\_

(Name of Surety)

and the City of McMinnville, located at 230 NE 2nd Street, McMinnville hereinafter called OWNER and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the CONTRACTOR entered into a certain contract with the OWNER, dated the \_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the Water Reclamation Facility and Raw Sewage Pump Station Emergency Stand-by Generator Installation, Project No. 2020-2. NOW, THEREFORE, if the CONTRACTOR shall promptly make payment to all persons, firms, and corporations furnishing materials for, or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lien holder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUB-CONTRACTORS, and persons, firms, and corporations having a direct contract with the CONTRACTOR or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or to the SPECIFICATIONS ACCOMPANYING the Contract shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the CONTRACTOR shall have given written notice to any two of the following: The CONTRACTOR, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the CONTRACTOR, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which CONTRACTOR ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent (20%), so as to bind the CONTRACTOR and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**WITNESS WHEREOF**, this instrument is executed in \_\_\_\_\_ counterparts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

SURETY:

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

BY: \_\_\_\_\_  
Attorney-in-fact

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

NOTE: If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must be authorized to transact business in the State of Oregon.

CITY OF McMinnville, Oregon

Water Reclamation Facility and Raw Sewage Pump Station
Emergency Stand-by Generator Installation
Project No. 2020-2

PERFORMANCE BOND

BOND NO.
PREMIUM: \$

KNOW ALL MEN BY THESE PRESENTS, that we,

as Principal, and ("Surety"), a company duly organized and licensed to do business in the State of, and duly licensed to conduct business as a Surety under the laws of the State of Oregon, are held and firmly bound unto the City of McMinnville, as Obligee, in the penal sum of Dollars

(\$ ) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT, WHEREAS, said Principal has entered into a contractual agreement, including all exhibits attached thereto and all documents incorporated by reference therein (collectively referred to herein as the "Agreement"), with said Obligee, which Agreement is identified as

("Project"), pursuant to which said Principal undertakes and agrees to perform all labor and furnish all equipment and material, in accordance with all the terms and conditions set forth in said Agreement; and to save harmless the Obligee from any claim for damages or injury to property or persons arising by reason of said work, as set out more fully in said Agreement; and to do and perform all things in said Agreement as required, in the time and manner and under the terms and conditions therein set forth; and in conformity with all laws, state and national, applicable thereto.

NOW, THEREFORE, if the said Principal shall well and truly do and perform all the covenants and obligations of said Agreement on its part to be done and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall defend, indemnify, and save harmless the Obligee, its officers, agents, and employees, as therein stipulated, only then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The completion of all such covenants and obligations shall only be considered to have occurred upon the written final acceptance of all Project work by Obligee and the expiration of any warranty period, as provided under the Agreement.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said Agreement or the specifications accompanying the same shall in any manner affect its obligations under this Bond and it does hereby waive notice of any such change, extension, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

If the Principal shall be declared to be in default in the performance of any part of the Agreement, the Surety must, within the same time frame allowed to the Principal, cure or cause to be cured the default or must otherwise immediately pay the entire penal sum of the Bond to the Obligee.

This obligation also includes the obligation to promptly pay, as due, payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care or other needed care and attention incidental to sickness or injury to the employees of said Principal, pursuant to the laws of Oregon, or collected or deducted from the wages of said employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such services, and shall do all things required of said Principal by the laws of Oregon.

The Surety acknowledges that the Surety shall not be entitled to assert any defense for failure of performance that the Principal might have by operation of law.

As a part of the obligation secured hereby, and in addition to the penal sum specified thereunder, there shall be included all reasonable costs, expenses, and fees ("Costs"), including reasonable attorney fees, incurred by the Obligee in enforcing the obligations described herein, all to be included in any judgment rendered, and which shall bear interest at the judgment rate then in effect until paid in full.

Except for Costs and attorney fees, which shall be in addition thereto, the Surety's obligation shall not exceed the penal sum of the Bond.

This Bond is given and received under the authority of ORS Chapter 279C, the provisions of which hereby are incorporated into this Bond and made a part hereof.

Signed and sealed on \_\_\_\_\_, 2021.

PRINCIPAL NAME:

\_\_\_\_\_

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

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

As Its: \_\_\_\_\_

SURETY NAME:

\_\_\_\_\_

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

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

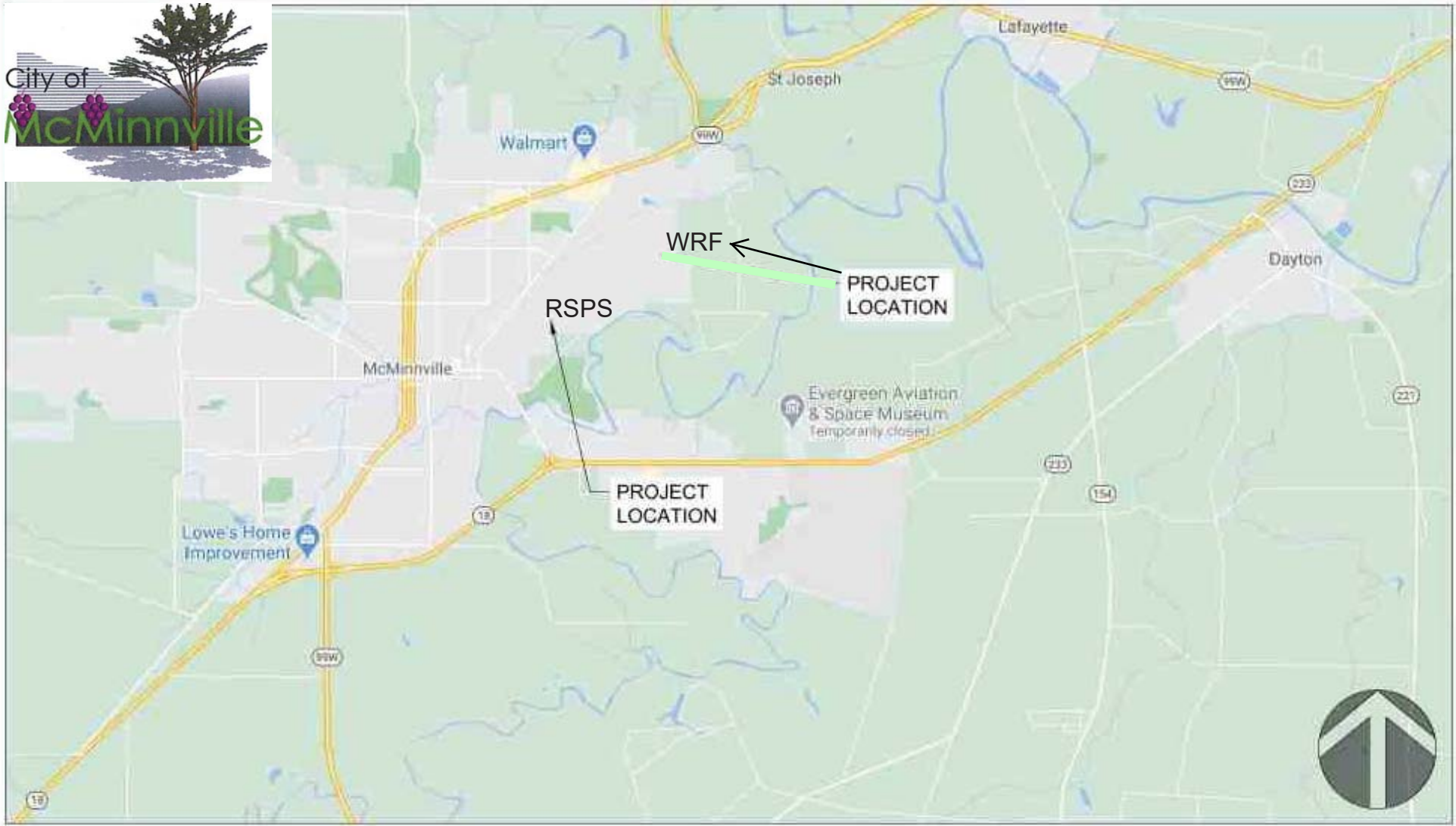
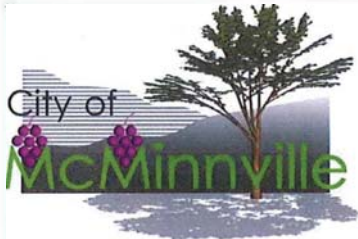
As Its: Attorney in Fact

The attorney-in-fact who executes this Bond on behalf of the surety company must attach a copy of his/her power-of-attorney as evidence of his/her authority.

To each executed original of this Bond, there must be attached a complete set of the contract documents, as the term is defined in the "Standard Specifications and Special Provisions," with all corrections, interlineations, signatures, etc., completely reproduced therein.

# Vicinity Map

## WRF and RSPS Emergency Stand-by Generator Installation Project



April 2021