

**CITY COUNCIL MEETING
McMinnville, Oregon**

AGENDA

**McMINNVILLE CIVIC HALL
200 NE SECOND STREET**

**January 26, 2016
6:00 p.m. – Informal Dinner Meeting
7:00 p.m. – Regular Council Meeting**

Welcome! All persons addressing the Council will please use the table at the front of the Board Room. All testimony is electronically recorded. Public participation is encouraged. If you desire to speak on any agenda item, please raise your hand to be recognized after the Mayor calls the item. If you wish to address Council on any item not on the agenda, you may respond as the Mayor calls for "Invitation to Citizens for Public Comment."

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

CITY MANAGER'S SUMMARY MEMO

- a. City Manager's Summary Memorandum

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVITATION TO CITIZENS FOR PUBLIC COMMENT – *The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than:*

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

The Mayor may limit the duration of these comments.

1. NEW BUSINESS

- a. Appointment of Zack Geary to the Planning Commission
- b. Presentation by Jody Christensen of the McMinnville Economic Development Partnership
- c. 2015 Year in Review - Police Chief Matt Scales

2. RESOLUTIONS

- a. **Resolution No. 2016 - 3:** A Resolution establishing revised sanitary sewer user fees; and repealing Resolution 2015-57.
- b. **Resolution No. 2016 - 4:** Awarding the execution of an easement agreement with Online NW

- c. **Resolution No. 2016 - 5:** A Resolution awarding the contract for the South Davis Sanitary Sewer Rehabilitation Project, Project 2015-8.
 - d. **Resolution No. 2016 -6:** Authorizing the City Manager to execute an Intergovernmental Agreement with the Amity Fire District
3. ADVICE / INFORMATION ITEMS
- a. Reports from Councilors on Committee and Board Assignments
 - b. Department Head Reports
 - c. Second Quarter 2015 Goals and Objectives Update
4. ADJOURNMENT



City Council- Regular

TO: Mayor and City Council
FROM: Rose Lorenzen, Administrative Assistant / HR Analyst
DATE: 01/26/2016
SUBJECT: City Manager's Summary Memorandum

SUMMARY:

M E M O R A N D U M

DATE: January 19th, 2016
TO: Mayor and City Council
FROM: Martha Meeker, City Manager
SUBJECT: Agenda for the Regular Council Session for January 26th, 2016

APPOINTMENTS

- Planning Commission:Appointing Zachary Geary to fill an opening on the City's Planning Commission.

The City began advertising the upcoming vacancy on December 18th with the application period closing January 5th, 2016. At the end of this three week time frame, the City had one individual apply for the position.

As background, the City's Planning Commission will consist of nine members appointed by the council. Membership will include two representatives from each ward and three members appointed at large from within the City or the Urban Growth Boundary. Terms of office shall be four years with no term limits.

Current members:

<u>NAME</u>	<u>START</u>	<u>END</u>
Frank Butler	2003	1 Jan 2016
Martin Chroust-Masin	2008	1 Jan 2020
Roger Hall	2008	1 Jan 2019
Charles Hillestad	2012	1 Jan 2017
Jack Morgan	2004	1 Jan 2017
Amanda Pietz	2014	1 Jan 2019

Wendy Stassens	2006	1 Jan 2017
Erica Thomas	2013	1 Jan 2019
John Tiedge	2011	1 Jan 2020

PRESENTATION: McMinnville Economic Development Partnership

- MEDP recently concluded its strategic planning process which allowed business leaders, resource partners, community stakeholders, and others to identify opportunity areas for retaining, growing, and attracting new businesses to McMinnville. This presentation will review the principal ideas garnered from that process and MEDP’s plan to enable those ideas to grow.

PRESENTATION: McMinnville Police Department’s Year in Review & and a Look at the Coming Year

- McMinnville’s Police Chief Matt Scales will present a look at various events and issues the Department saw in 2015 and give his assessment of where its focus should be going into 2016.

Resolution Establishing Sewer Rates for FY 2016

- In 2011, the City Council adopted a revised Wastewater Financial plan directing a “pay as you go” approach to funding the ongoing wastewater system operations and maintenance costs, as well as approximately \$63-million of wastewater capital improvements needed through 2023. The approved Financial Plan identified that revenue from user fees should be increased 2.8 percent per fiscal year through the planning period (FY25-26) to cover the costs of planned capital improvements and operating costs.

In 2014, the Council committed again to review the Wastewater Financial plan to ensure that sewer rates were set at appropriate levels. As a result, the City in conjunction with its wastewater rate consultant, Galardi Rothstein Group, updated the WasteWater Financial plan. In addition to revalidating the need for the annual 2.8% rate increase, the update also included a review dedicated to ensuring costs were equitably distributed among different types of system users, including above domestic strength customers.

As a result, the Council adopted on November 10th, 2015 an expanded change to sewer rates including not only the 2.8% annual increase, but also a shift from an “extra-strength” approach to a “class average” approach and a shift to an increased fixed charge to reflect the increase in costs associated with wet weather flow treatment.

Note: In November, the Council dictated rate increases related to the equity part of the updated Financial Plan will be phased in over a four year time period.

Resolution Awarding the Contract for the South Davis Sanitary Sewer Rehabilitation Project

- Recently, the City staff completed a bid process for work on the South Davis Sanitary Sewer and is recommending contract award to Landis & Landis Construction for the amount of \$539,726.

The scope of work being considered is to install 828 linear feet of 8 inch diameter PVC sanitary sewer, 2,337 linear feet of 8 inch diameter HDPE pipe bursting, 298 linear feet of 10 inch diameter HDPE pipe bursting, 7 new manholes, 954 linear feet of PVC service laterals, 255 tons of AC trench patching and miscellaneous pipe abandonment, curb, and sidewalk replacement and TV inspection of sanitary sewer pipe.

The work is located on Evans Street between 4th and 7th Streets, and on Davis and Ford Streets South of Cozine Creek. Road closures will be required to complete the work, and the project specifications require that at no time shall Ford and Davis be closed at the same time. The project has been coordinated with Linfield, and the impacted neighborhoods will be provided with project notices prior to the work commencing. The project work is to be expected to be completed by June

24th, 2016.

Resolution Awarding the Execution of an Easement Agreement with Online NW

- Online NW is seeking to provide high speed data transmission, broadband Internet access and other similar services within McMinnville. To facilitate this, Online NW is requesting access across City owned property through an easement agreement at the corner of Adams and 2nd Street.
-



City Council- Regular

Meeting Date: 01/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Appointment of Zack Geary to the Planning Commission

BACKGROUND:

Attachments

Geary-Application to PC



APPLICATION FOR SERVICE ON BOARD OR COMMISSION

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

Name: ZACHARY GEARY

Phone: Home: 503.560.0617

Address: 128 NW 8th STREET

Cell: 503.560.0617

Business: 503.560.0617

Email: zgeary@cellaridge.com

Board or commission for which you are an applicant:

- City Council
- Advisory Board
- Airport Commission
- Board of Appeals
- Budget Committee
- Citizens' Advisory Committee
- Historic Landmark Committee
- Landscape Review Committee
- McMinnville Urban Renewal Advisory Committee (MURAC)
- Planning Commission

**Ward in which you reside (if applicable): 2

How many years have you lived in McMinnville? 20 YEARS

Educational and occupational background: Went to all elementary, middle, and high school here in McMinnville (Memorial, Dunaway, MHS), then went and attended the University of Oregon where I completed a degree in Political Science. I currently am a project manager for Cellar Ridge Construction.

Why are you interested in serving? I am interested in joining and serving on the planning commission to learn more about the operational process the city takes with land-use decisions. I feel my decision and thought processes, coupled with my knowledge and skill-set made me a worthy addition to the planning commission.

Date 11/23/2015

Signed Zachary Geary



City Council- Regular

Meeting Date: 01/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Presentation by Jody Christensen of the McMinnville Economic Development Partnership

BACKGROUND:



City Council- Regular

Meeting Date: 01/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

2015 Year in Review - Police Chief Matt Scales

BACKGROUND:



City Council- Regular

Meeting Date: 01/26/2016

Subject: Sanitary Sewer User Fees Resolution

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 - 3: A Resolution establishing revised sanitary sewer user fees; and repealing Resolution 2015-57.

BACKGROUND:

In 2015, the City of McMinnville completed a sanitary sewer rate analysis and equity review. The findings of that work indicated that revenues from user fees need to increase 2.8 percent per fiscal year through the planning period (through FY26) to cover the costs of planned capital improvements and operating costs. Actual rate increases will vary between customer classes, based on individual water consumption patterns or waste load on the City's wastewater system.

In order to mitigate the short-term impacts on ratepayers, the implementation of the rate equity portion of the study will occur over a four-year period (FY16 – FY19) and gradually shift a larger portion of the costs to the fixed charge, reflecting the increase in costs associated with wet weather flow treatment.

The current sanitary sewer user fees were set by Council Resolution 2015-57 (sewer user fee rates were increased 2.8 percent on January 1, 2016), which is repealed by this resolution. Future rates will be adjusted by City Council action, and the City will continue to complete biennial reviews of the actual revenues and expenses to verify that needs are being met.

The effective date of this Resolution is July 1, 2016.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached resolution establishing revised sanitary sewer user fees, and repealing Resolution 2015-57.

Attachments

RESOLUTION

RESOLUTION NO. 2016 - _____

A Resolution establishing revised sanitary sewer user fees; and repealing Resolution 2015-57.

RECITALS:

The enactment of the fee schedule as herein set forth is required to comply with the standards issued by the Oregon State Department of Environmental Quality.

In 2015, the City of McMinnville completed a sanitary sewer rate analysis and equity review. The findings of that work indicated that revenues from user fees need to increase 2.8 percent per fiscal year through the planning period (through FY26) to cover the costs of planned capital improvements and operating costs. Actual rate increases will vary between customer classes, based on individual water consumption patterns or waste load on the City's wastewater system.

In order to mitigate the short-term impacts on ratepayers, the implementation of the rate equity portion of the study will occur over a four-year period (FY16 – FY19) and gradually shift a larger portion of the costs to the fixed charge, reflecting the increase in costs associated with wet weather flow treatment.

The current sanitary sewer user fees were set by Council Resolution 2015-57 (sewer user fee rates were increased 2.8 percent on January 1, 2016), which is repealed by this resolution. Future rates will be adjusted by City Council action, and the City will continue to complete biennial reviews of the actual revenues and expenses to verify that needs are being met.

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

SANITARY SEWER FEE SCHEDULE

Sewer User Fees.

A. Customer Service Charge. Water meters serving individual single-family living units, multiple single-family living units, and individual commercial or industrial customers shall be charged the Customer Service Charge for each unit that has access to water. Multi-family, duplex, and manufactured home parks comprised of individual single-family units or mixed use structures (such as residential and commercial) shall be charged on the basis of the total number of single-family living units and/or individual commercial units that receive water service from one meter as permitted by the City. The Customer Service Charge shall be:

1. Residential - \$19.25 per living unit
2. Commercial/Industrial - \$19.25 per account

B. Volume Charge. Residential customers are charged a volume charge based on actual water consumption in the winter months of December, January, February and March billing periods. The remaining eight months, the volume charge is based on the lesser of actual consumption or the average of the winter months' water use.

Commercial and Industrial customers are generally billed a volume charge on actual water use throughout the year. Some commercial customers that do not use water in their commercial enterprise, and that do not have an isolated water service for irrigation uses, can be billed the volume charge based on the lesser of actual consumption or the average of the winter month's water use.

New residential customers without a winter average billing history will be assigned a 500 cubic feet winter average volume. New commercial and industrial customers who are eligible and do not have a winter average billing history will be assigned a winter average volume consistent with the service location's historical winter average volume.

Residential service locations that are vacant during the winter months or have zero water consumption shall be assigned a 500 cubic feet winter average volume.

When a service location experiences a water leak that does not flow into the sanitary sewer system, customers may be eligible for an adjustment based upon the customer's water consumption patterns prior to, and/or after, the leak is repaired.

1. Residential - \$5.36 per hundred cubic feet of water
2. Non-monitored Commercial/Industrial - \$6.65 per hundred cubic feet of water
3. Monitored Commercial/Industrial classifications:
 - Low strength – \$5.78 per hundred cubic feet of water
 - Medium strength – \$6.65 per hundred cubic feet of water
 - High strength – \$8.60 per hundred cubic feet of water
 - Very high strength – \$10.25 per hundred cubic feet of water
 - Super high strength - \$12.50 per hundred cubic feet of water

C. Flat-rate Customers. Residential Customers that are connected to the sanitary sewer system, but are not on a metered water system, shall pay for sanitary sewer service on a fixed monthly rate per living unit or account at the following rate:

1. Residential - \$56.77 per living unit

E. Residential Septic Waste. Residential waste from septic tanks is hauled by commercial service providers and is discharged at the Water Reclamation Facility.

Residential Septic Waste - \$0.12 per gallon.

EFFECTIVE DATE

The effective date of this Resolution shall be July 1, 2016.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 9th day of February 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 9th day of February 2016.

MAYOR

Approved as to form:

CITY ATTORNEY



City Council- Regular

Meeting Date: 01/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 - 4: Awarding the execution of an easement agreement with Online NW

BACKGROUND:

Please see attached Resolution and Easement Agreement

Attachments

Resolution

Easement Agreement

RESOLUTION NO. 2016 - _____

A Resolution awarding the execution of an easement agreement with Online NW.

RECITALS:

Online NW is seeking to provide a variety of telecommunications, high speed data transmission, broadband Internet access and other similar services within McMinnville. To facilitate this, the company is requesting access across City owned property through an easement agreement at the corner of Adams and 2nd Street.

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

That the City Manager is authorized to execute an easement agreement with Online NW to authorize placement of guy wires, fiber optic cable and associated equipment and facilities on City-owned property described as a strip of land 5 feet in width, 2 1/2 feet on either side of the following described line: Beginning at a point on the East property line lying 5 feet South of the Northeast corner of 121 SW Adams Street, McMinnville, OR; thence in a Northwesterly direction to a point on the North property line lying 11 feet Westerly of the Northeast corner of said property and the terminus of this line description.

Adopted by the Common Council of the City of McMinnville at a meeting held the 26th day of January 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 26th day of January 2016.

MAYOR

Approved as to form:

CITY ATTORNEY

Return Address:

ATTN: Kathy Tate
Online NW
1305 NE Lafayette Ave
PO Box 1357
McMinnville, OR 97128

UTILITY EASEMENT AGREEMENT

Grantor(s): **City of McMinnville**
Grantee: **Online NW**
Abbreviated Legal: **Ptn. SE¼ S20, T4S, R4W, W.M.**
Assessor's Parcel No.: **R4420DA 02200**
Reference Nos. of Documents Assigned or Releases: **N/A**

This Utility Easement Agreement (this "**Agreement**") is made and entered into as of this ____ day of _____, 2016 (the "**Effective Date**"), by and between **City of McMinnville, a Municipal Corporation of the State of Oregon** (the "**Grantor**"), and Online NW.

Background

Grantor owns certain real property located in Yamhill County, Oregon, commonly known as **121 SW Adams Street, McMinnville, OR 97128**, as more particularly described on **Schedule 1** to this Agreement (the "**Property**"). Online NW provides its customers with a variety of telecommunications, high speed data transmission, broadband Internet access and other similar services. Grantor desires to grant Online NW a utility easement allowing the company to install and maintain certain guy wires, fiber optic cable and associated equipment and facilities (collectively, the "**Network Facilities**") over a portion of the Property.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Online NW now agree as follows:

1. Grant of Easement and Right of Access. Grantor hereby grants and conveys to Online NW a perpetual, non-exclusive easement in gross (the "**Easement**") over, under, upon and across the following portion of the Property (the "**Easement Area**"):

That portion of the herein described property being a strip of land 5 feet in width, 2½ feet on either side of the following described line:

Beginning at a point on the East property line lying 5 feet South of the Northeast corner of said property; Thence in a Northwesterly direction to a point on the North property line lying 11 feet Westerly of the Northeast corner of said property and the terminus of this line description.

Said telecommunications facilities as staked and to be permanently installed following the approximate centerline alignment depicted on the attached Schedule 2.

Online NW may use the Easement Area solely for anchoring and installing their Network Facilities (the “**Permitted Use**”). In connection with the Easement, Grantor also grants to Online NW a continuing right of access (the “**Access Right**”) over, across, upon and through those portions of the Property that are reasonably necessary for the company to access in order to reach the Easement Area and perform the Permitted Use.

2. Ownership of the Network Facilities. The Network Facilities are and shall at all times be and remain the sole and exclusive property of Online NW and subject to company’s sole and exclusive management and control, and neither Grantor nor any subsequent owner(s) of the Property or any part thereof shall acquire any right, title, or interest in any Network Facilities. Online NW shall keep and maintain the Network Facilities in good condition and repair.

3. Covenants and Representations of the Parties. Online NW covenants and agrees to use its commercially reasonable efforts to promptly remediate any damage to the Property proximately resulting from their use of the Easement Area. Grantor covenants and agrees that Grantor: (i) shall not grant to any other individual or entity, any easements, licenses or other rights in or to the Property that could materially and adversely interfere with Online NW's Permitted Use of the Easement Area and thier Network Facilities installed on the Easement Area; and (ii) shall in no way disturb, alter or move any part of the Network Facilities or otherwise interfere with Online NW’s rights and obligations as provided under this Agreement. Each of the parties represents and warrants to the other that it has all necessary power and authority to enter into and perform the terms of this Agreement.

4. Easement Runs With the Land. The Easement and Access Right granted to Online NW by this Agreement are intended to touch and concern the Property, and shall run with the Property and be binding on Grantor’s successors in title to the Property in perpetuity. Online NW shall hold the rights and benefits granted by this Agreement in gross, and their rights under this Agreement shall be freely assignable.

5. Miscellaneous. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed and acknowledged by the parties hereto. This Agreement shall be governed and construed in accordance with the laws of the State in which the Property is located. This Agreement may be executed in multiple counterparts, and all counterparts shall collectively constitute a single agreement. **It is hereby agreed and understood that Online NW shall be responsible for the repair and restoration of damage to the herein described property resulting from their operations hereunder and shall restore and return said property to its prior original or better condition. Access shall be from SW 2nd Street.**

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have duly executed this Agreement for the purposes and consideration expressed in it and delivered this Agreement as of the date first written above.

GRANTOR:

Online NW:

City of McMinnville, a Municipal Corporation of the State of Oregon

Online NW, an Oregon based company

By _____
Name: Martha Meeker
Title: City Manager

By _____
Name: Kathy Tate
Title: Chief Executive Officer

STATE OF OREGON)
) ss.
COUNTY OF YAMHILL)

On this ____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of the **City of McMinnville, a Municipal Corporation of the State of Oregon**, the City that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said City for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the City, and that he was authorized to execute said instrument.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Oregon, residing at _____.
My appointment expires: _____.

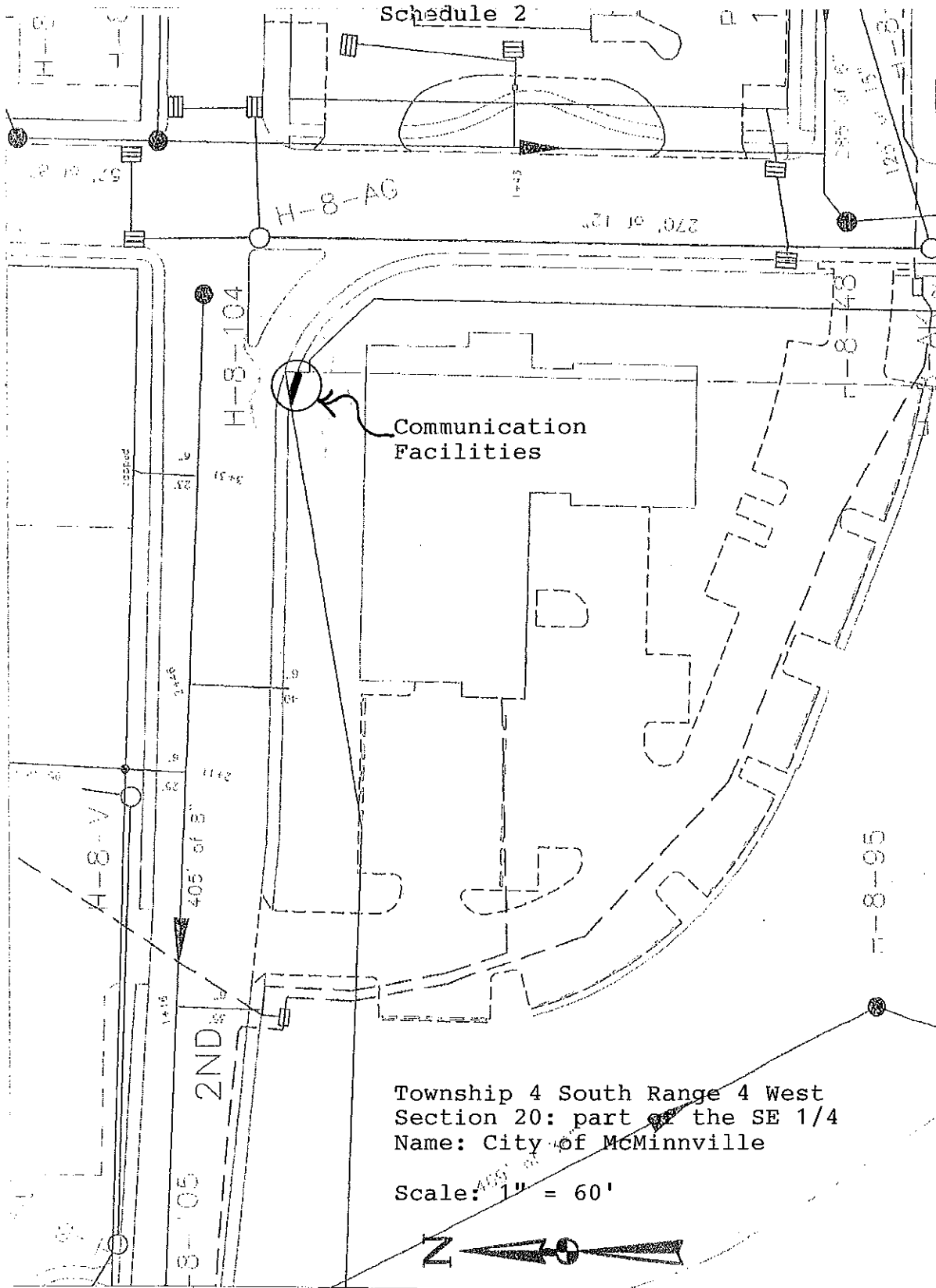
Schedule 1
to
Utility Easement Agreement
Legal Description of Property

Beginning at a point 4.75 chains North of the Southwest corner of the W.T. Newby Donation Land Claim #53 in Section 20, Township 4 South, Range 4 West, W.M., in Yamhill County, Oregon; Thence East 6.34 chains to the West line of Adams Street in the City of McMinnville; Thence North 6.00 chains to the South line of a tract conveyed by E.J. Pratt and wife to N.A. Cramer by deed recorded August 2, 1944 in Book 125, Page 108, Deed Records; Thence North 89°10'30" West, 6.34 chains to the West line of said Newby Claim; Thence South 6.00 chains to the Place of Beginning;

Excepting therefrom those portions conveyed to the City of McMinnville and the State of Oregon for road purposes by deeds recorded August 12, 1953 in Book 170, Page 668, Deed Records and March 7, 1955 in Book 176, Page 273, Deed Records, respectively.

Situate in the County of Yamhill, State of Oregon.

Assessor's Tax Parcel Nos. R4420DA 02200 (a portion of).



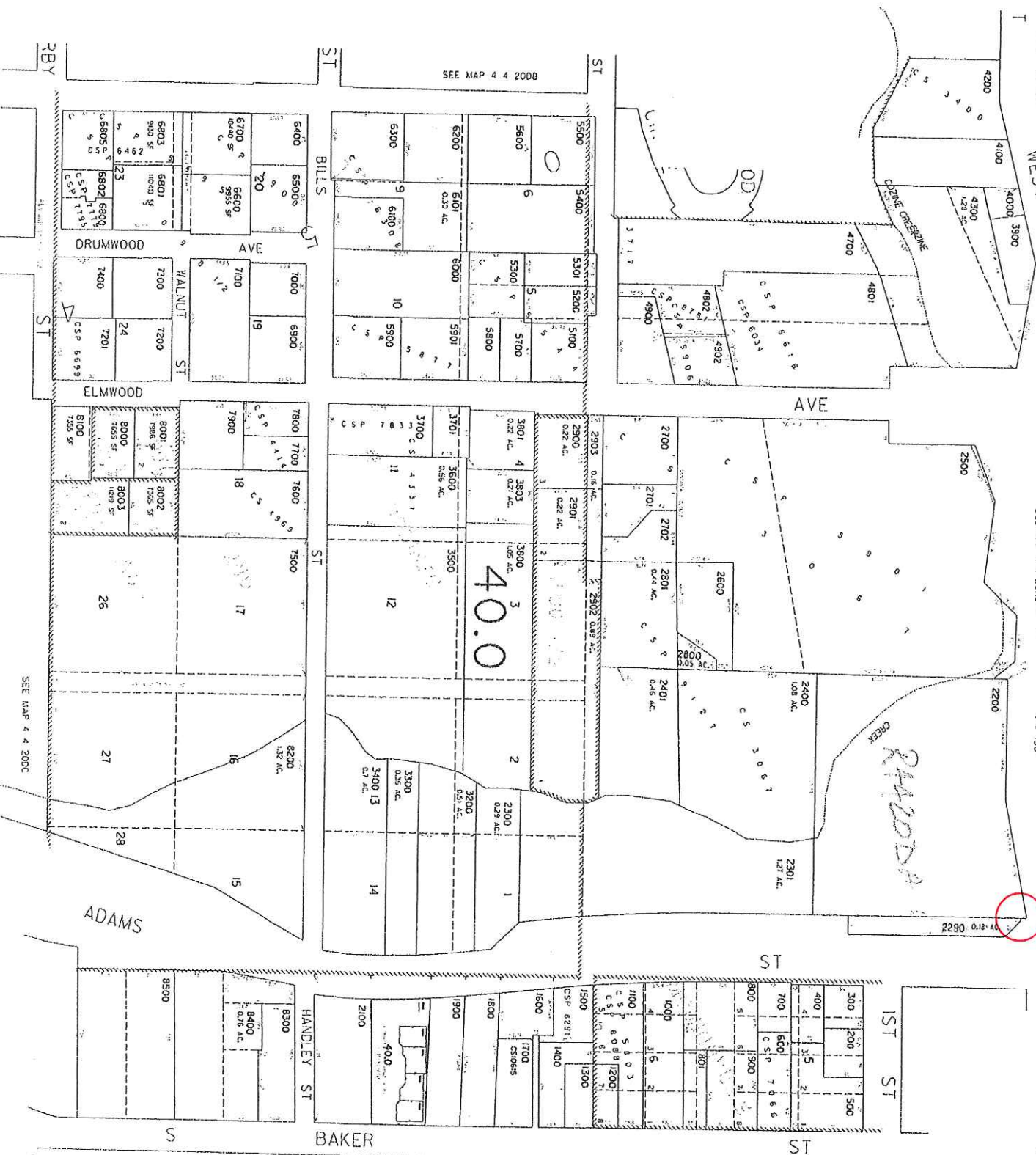
Township 4 South Range 4 West
 Section 20: part of the SE 1/4
 Name: City of McMinnville

Scale: 1" = 60'



THIS MAP WAS PREPARED FOR
ASSESSMENT PURPOSE ONLY

NE 1/4 SE 1/4 SEC 20 T4S R4W W.M.
SEE MAP 4 4 2000 2ND
YAMHILL COUNTY
1" = 100'



SEE MAP 4 4 2008

SEE MAP 4 4 2004

SEE MAP 4 4 200C

4 4 200A
MCMINNVILLE

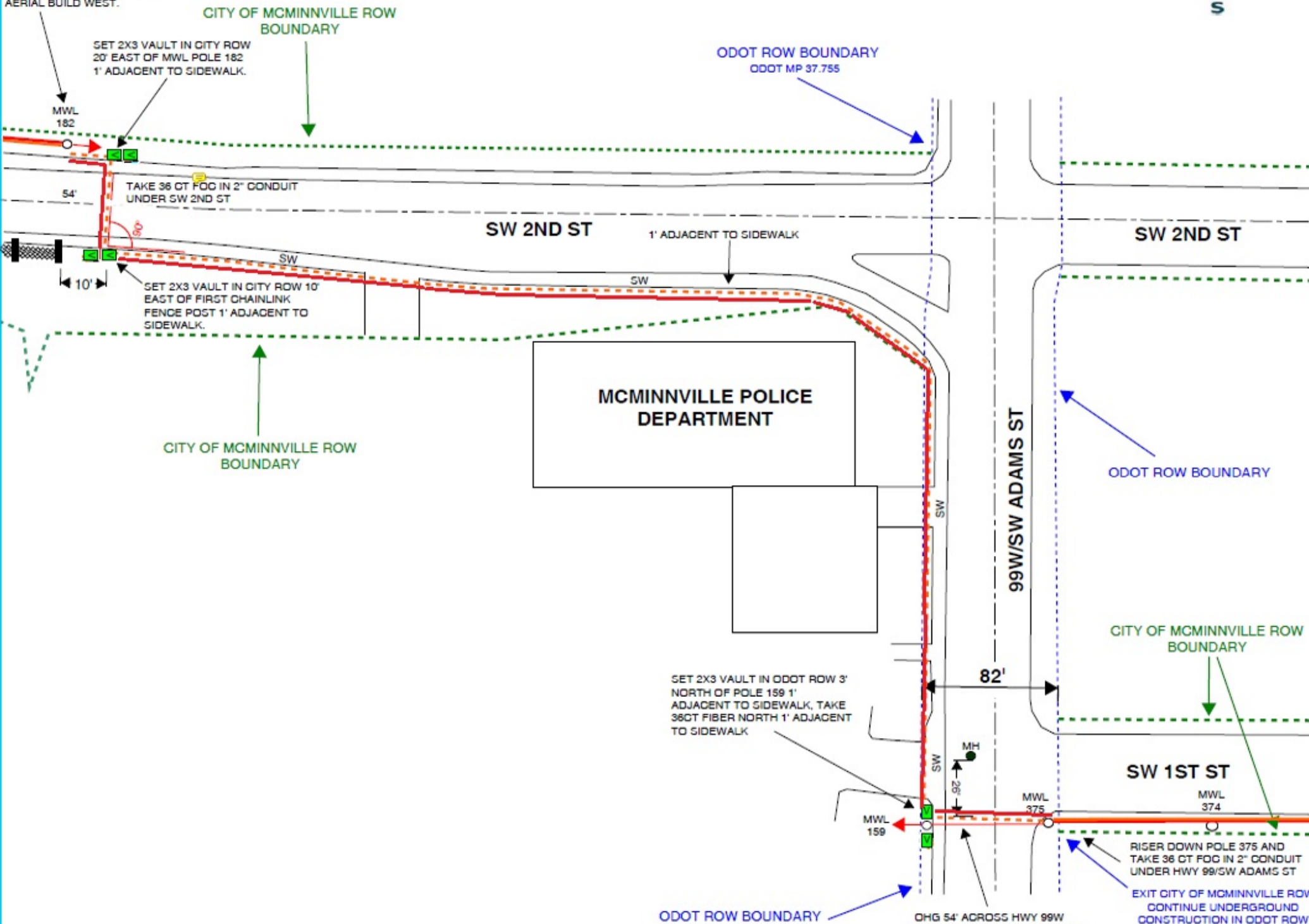
- CANCELLED
- 100
- 2000
- 2501
- 1000
- 3100
- 3802
- 4400
- 4500
- 4600
- 4800
- 4901
- 5000
- 5101
- 5201
- 5701
- 6301
- 6802
- 6804
- 8401
- 8402
- 8403

4 4 200A

**MWL POLE 375 TO
MWL POLE 182**



END UG:
RISER UP MWL POLE 182.
ANCHOR 12' EAST. CONTINUE
AERIAL BUILD WEST.



CITY OF MCMINNVILLE ROW
BOUNDARY

ODOT ROW BOUNDARY
ODOT MP 37.755

SET 2X3 VAULT IN CITY ROW
20' EAST OF MWL POLE 182
1' ADJACENT TO SIDEWALK.

MWL
182

54'

TAKE 36 CT FOC IN 2" CONDUIT
UNDER SW 2ND ST

SW 2ND ST

1' ADJACENT TO SIDEWALK

SW 2ND ST

10'

SET 2X3 VAULT IN CITY ROW 10'
EAST OF FIRST CHAINLINK
FENCE POST 1' ADJACENT TO
SIDEWALK.

CITY OF MCMINNVILLE ROW
BOUNDARY

MCMINNVILLE POLICE
DEPARTMENT

ODOT ROW BOUNDARY

99W/SW ADAMS ST

CITY OF MCMINNVILLE ROW
BOUNDARY

SET 2X3 VAULT IN ODOT ROW 3'
NORTH OF POLE 159 1'
ADJACENT TO SIDEWALK. TAKE
36CT FIBER NORTH 1' ADJACENT
TO SIDEWALK

82'

SW 1ST ST

MWL
374

MWL
159

MWL
375

RISER DOWN POLE 375 AND
TAKE 36 CT FOC IN 2" CONDUIT
UNDER HWY 99/SW ADAMS ST

EXIT CITY OF MCMINNVILLE ROW
CONTINUE UNDERGROUND
CONSTRUCTION IN ODOT ROW

ODOT ROW BOUNDARY

OHG 54' ACROSS HWY 99W



City Council- Regular

Meeting Date: 01/26/2016

Subject: South Davis sanitary sewer rehab
contract award

From: Mike Bisset, Community
Development Director

AGENDA ITEM:

Resolution No. 2016 - 5: A Resolution awarding the contract for the South Davis Sanitary Sewer Rehabilitation Project, Project 2015-8.

BACKGROUND:

At 2:00pm on January 7, 2016, the bids for the South Davis Sanitary Sewer Rehabilitation Project, Project 2015-8 were publicly opened and read aloud. Eight bids were received and the results are tabulated as follows:

Landis & Landis Construction	\$539,726.50
R & G Excavating	\$549,199.00
Enterprise Northwest Inc.	\$589,608.80
Emery & Sons Construction Group	\$608,436.20
Trenchline Excavation Inc.	\$614,096.00
Jesse Rodriguez Construction	\$617,668.50
Canby Excavation Inc.	\$648,068.50
CG Contractors LLC	\$1,070,263.75

The engineer's estimate for this work was \$600,000.

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

- Was the bid submitted, on time, in a properly sealed and labeled envelope?
- Was the bid form properly filled out and executed?
- Did the bid include a 10% Bid Bond?
- Did the bidder submit the First Tier Sub-contractor Disclosure Form?

Seven of the eight bids met these requirements. GC Contractors LLC failed to turn in the First Tier Subcontractor Disclosure Form, and therefore their bid is considered non-responsive. The low bidder, Landis & Landis Construction, completed all of these items properly, and should be considered the lowest responsible bidder. A detailed breakdown of the received bids is on file in the Engineering Department.

The scope of work being considered is to install 828 lf of 8 inch diameter PVC sanitary sewer, 2337 lf of 8 inch diameter HDPE pipe bursting, 298 lf of 10 inch diameter HDPE pipe bursting, 7 new manholes, 954

If of PVC service laterals, 255 tons of AC trench patching and miscellaneous pipe abandonment, curb and sidewalk replacement and TV inspection of sanitary sewer pipe.

The work is located On Evans between 4th and 7th Street, and on Davis and Ford Street South of Cozine Creek (see attached vicinity map). Road closures will be required to complete the work, and the project specifications require that at no time shall Ford and Davis be closed at the same time. The project has been coordinated with Linfield, and the impacted neighborhoods will be provided with project notices prior to the work commencing. The project work is to be expected to be completed by June 24th, 2016.

The funding for this project is contained in the Wastewater Capital Fund (Fund 77), and this project continues our ongoing efforts to reduce inflow and infiltration (I&I) into the City's sanitary sewer system.

RECOMMENDATION:

Staff recommends the City Council award the contract for the South Davis Sanitary Sewer Rehabilitation Project to Landis & Landis Construction, from Marylhurst Oregon, in the amount of \$539,726.50.

Attachments

RESOLUTION
VICINITY MAP

RESOLUTION NO. 2016 - _____

A Resolution awarding the contract for the South Davis Sanitary Sewer Rehabilitation Project, Project 2015-8.

RECITALS:

At 2:00pm on January 7, 2016, the bids for the South Davis Sanitary Sewer Rehabilitation Project, Project 2015-8 were publicly opened and read aloud. The low bidder, Landis & Landis Construction, should be considered the lowest responsible bidder. A detailed breakdown of the received bids is on file in the Engineering Department.

The scope of work being considered is to install 828 lf of 8 inch diameter PVC sanitary sewer, 2337 lf of 8 inch diameter HDPE pipe bursting, 298 lf of 10 inch diameter HDPE pipe bursting, 7 new manholes, 954 lf of PVC service laterals, 255 tons of AC trench patching and miscellaneous pipe abandonment, curb and sidewalk replacement and TV inspection of sanitary sewer pipe.

The funding for this project is contained in the Wastewater Capital Fund (Fund 77).

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

1. That entry into a contract with Landis & Landis Construction, in the amount of \$539,726.50 is hereby approved.
2. The City Manager is hereby authorized and directed to execute a contract with Landis & Landis Construction for the work associated with South Davis Sanitary Sewer Rehabilitation Project, Project 2015-8.
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 26th day of January 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 26th day of January 2016.

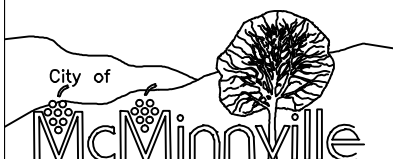
MAYOR

Approved as to form:

CITY ATTORNEY



———— SEWER TO REHABILITATE



CITY OF McMINNVILLE, OREGON
 ENGINEERING DEPARTMENT
 SOUTH DAVIS SANITARY
 SEWER REHABILITATION

SCALE: N/A
Drawn: RM
Checked:
Date: January 15, 2016
Project No. 2015-8
SHEET 1 of 1



City Council- Regular

Meeting Date: 01/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Resolution No. 2016 -6: Authorizing the City Manager to execute an Intergovernmental Agreement with the Amity Fire District

BACKGROUND:

Please see attached resolution and Intergovernmental Agreement

Attachments

Resolution

Intergovernmental Agreement

RESOLUTION NO. 2016 - 6

A Resolution authorizing the City Manager to execute an Intergovernmental Agreement with the Amity Fire District.

RECITALS:

A. Whereas, the City provides Paramedic Ambulance services through its McMinnville Fire Department (MFD) within the McMinnville Ambulance Service Area (ASA2), which includes Amity Fire District, the south end of Dayton Fire District and the City of McMinnville; and

B. Whereas, the City and the Amity Fire District (AFD) desire to enhance the availability of a Paramedic Ambulance services within the AFD area by providing enhanced Advanced Life Saving (ALS) Ambulance Service during normal business hours; and

C. Whereas, the MFD has qualified and trained Firefighter Paramedics and the equipment available to provide this service, and the AFD has appropriate and secure quarters for both the apparatus and the personnel at their station located in Amity, Oregon; and

D. Whereas, the Parties are currently also parties to the Yamhill Fire Defense Board 2012 Intra-County Mutual and Emergency Assistance Agreement (the "Mutual Aid Agreement"), which would allow MFD to provide emergency assistance to AFD using any MFD personnel assigned to the ALS Ambulance Unit at the Amity Fire Station; and

E. Whereas, Oregon Revised Statutes (ORS) Chapter 190, authorizes units of local government, including cities and special districts, to enter into written agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement has authority to perform;

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

1. This Intergovernmental Agreement (the "IGA"), attached hereto as Exhibit A, is entered into by and between the City of McMinnville (the "City") and Amity Fire District (AFD) (the "Parties") for the purpose of developing and implementing a program relating to enhanced Paramedic Ambulance service to Amity Fire District area.
2. The City Manager is hereby authorized and directed to execute the IGA in duplicate and to deliver one executed copy thereof to the Amity Fire Protection District and to retain one executed copy thereof to be kept on file in the office of the City Recorder.
3. 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 26th day of January 2016 by the following votes:

Ayes: _____

Nays: _____

Approved this 26th day of January 2016.

MAYOR

Approved as to Form:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT FOR ENHANCED PARAMEDIC
AMBULANCE SERVICES TO AMITY FIRE DISTRICT**

This Intergovernmental Agreement (the "IGA") is entered into by and between the City of McMinnville (the "City") and Amity Fire District (AFD) (the "Parties") for the purpose of developing and implementing a program relating to enhanced Paramedic Ambulance service to Amity Fire District area.

RECITALS

A. Whereas, the City provides Paramedic Ambulance services through its McMinnville Fire Department (MFD) within the McMinnville Ambulance Service Area (ASA2), which includes Amity Fire District, the south end of Dayton Fire District and the City of McMinnville; and

B. Whereas, the Parties desire to enhance the availability of a Paramedic Ambulance services within the Amity Fire District area by providing enhanced Advanced Life Saving (ALS) Ambulance Service during normal business hours; and

C. Whereas, the MFD has qualified and trained Firefighter Paramedics and the equipment available to provide this service, and the AFD has appropriate and secure quarters for both the apparatus and the personnel at their station located in Amity, Oregon; and

D. Whereas, the Parties are currently also parties to the Yamhill Fire Defense Board 2012 Intra-County Mutual and Emergency Assistance Agreement (the "Mutual Aid Agreement"), which would allow MFD to provide emergency assistance to AFD using any MFD personnel assigned to the ALS Ambulance Unit at the Amity Fire Station; and

E. Whereas, Oregon Revised Statutes (ORS) Chapter 190, authorizes units of local government, including cities and special districts, to enter into written agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement has authority to perform;

Now therefore, the parties agree as follows:

1. TERM

This agreement shall be effective as of the date this agreement is signed by all parties ("Effective Date"). This agreement shall remain in effect until terminated by either party. Either party may terminate this agreement by providing thirty days' written notice of termination to the other party.

2. RESPONSIBILITIES OF MCMINNVILLE FIRE DEPARTMENT

Beginning with the effective date, and for the duration of this agreement, MFD shall:

- a. Stage an Oregon Health Authority licensed ALS Ambulance Unit at the Amity Fire Station between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The Ambulance Unit will be staffed with a minimum of one Oregon Certified dual role Firefighter / Paramedic, and one Firefighter EMT. The assigned personnel will assist with EMS related training of AFD personnel while assigned to the AFD station, and will perform appropriate Station Duties at the direction of the AFD.
- b. Provide the appropriate Training for assigned personnel, in the discretion of MFD.
- c. Provide appropriate IT infrastructure in AFD's Fire Station that will allow the MFD and AFD employees to remotely connect to EMS report writing software, City email and other business related programs.
- d. Provide furniture for assigned personnel use (i.e. kitchen table, chairs and basic office furniture), and provide for an appropriately sized EMS supply cache to be utilized by the ambulance and AFD for restocking purposes.

3. RESPONSIBILITIES OF AMITY FIRE DISTRICT

Beginning with the effective date, and for the duration of this agreement, AFD shall:

- a. Provide a \$10,000 annual payment to MFD in two equal installments on or before July 1 and January 1 of each fiscal year. The first payment will be prorated from the effective date of the agreement to the end of the fiscal year (June 30, 2016), and will be due with 30 days of the execution date.
- b. Provide secure facilities for the apparatus and personnel at their station in Amity, Oregon, to include at a minimum: one parking bay space, living quarters, office space, kitchen areas, bathrooms and parking for personal vehicles.
- c. Provide for the day to day supervisory needs of the Paramedic Ambulance crew while assigned to AFD, to include the scheduling of station duties, training, equipment and station maintenance.

4. REVIEW, EVALUATION AND QUALITY ASSURANCE

The parties shall collaborate, as required, to deliver excellent patient care and customer service, and shall notify each other as soon as possible of incidents that affect the quality of service delivery under this agreement. Both parties will work diligently toward resolving any issues that may arise for the mutual benefit of the parties. In addition, the parties shall jointly perform an annual evaluation of the effectiveness of the program. For the purposes of evaluating the program, the parties shall consider at a minimum: financial impacts / revenue, response times, unit availability, transport times, crew interoperability and overall program success.

5. PERSONNEL

The personnel assigned to the ALS Ambulance Unit by MFD shall at all times remain and be employed by the City, subject to the rules and regulations of the City, notwithstanding that AFD may provide for the day to day supervisory needs of that personnel under the terms of this

agreement. If available, MFD assigned personnel may be utilized by MFD to provide emergency assistance to AFD, pursuant to the terms and condition of the Mutual Aid Agreement.

6. LIABILITY AND INDEMNITY

- a. To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, each party shall defend, indemnify and hold harmless the other party, and each of that second party's elected officials, officers, agents and employees, from and against any and all losses, claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatever nature, arising out of or incident to the performance of this agreement by the first party, including, but not limited to, any acts or omissions of the first party's officers, employees, agents, volunteers and others, if any, designated by the first party to perform services under this agreement; provided however that the first party shall not be held responsible for any losses, claims, actions, costs, judgments, damages or other expenses directly, solely and proximately caused by the negligence of the second party.
- b. This section does not confer any right to indemnity on any person or entity other than the parties, waive any right of indemnity or contribution from any person or entity, or waive any governmental immunity.
- c. The obligations of the parties under this section will survive expiration or termination of this agreement.

7. GENERAL

- a. Relationship of the Parties. The relationship of the parties shall be that of independent contractors collaborating for purposes of the ALS Ambulance Program, and this Agreement shall not make either party the agent or partner of the other or create any form of partnership or joint venture between the parties.
- b. Assignment and Amendment. Any changes to this Agreement must be agreed to in writing by authorized representatives of each party.
- c. Notice. Any written notification required for this Agreement shall be made to the following:

If to AFD:

Bruce Hubbard
Fire Chief
700 South Trade Street
Amity, Oregon 97101

If to City:

Rich Leipfert
Fire Chief
175 NE 1st Street
McMinnville, Oregon 97128

With a copy to

David Koch
City Attorney
230 NE 2nd Street
McMinnville, Oregon 97128

- d. Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- e. Authority. Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

CITY OF McMinnville

AMITY FIRE DISTRICT

By: _____
Martha Meeker

By: _____
Bruce Hubbard

Its: City Manager

Its: Fire Chief

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

Rich Leipfert
Fire Chief

XXX
Board Chairman



City Council- Regular

Meeting Date: 01/26/2016

Subject:

From: Rose Lorenzen, Administrative
Assistant / HR Analyst

AGENDA ITEM:

Second Quarter 2015 Goals and Objectives Update

BACKGROUND:

Please see attached second quarter 2015 Goals and Objectives Update

Attachments

Goals -Objectives Update



City of McMinnville

2015 Goals and Objectives

MANAGE AND PLAN TO MEET DEMAND FOR CITY SERVICES

Airport Development

- Secure a single service provider for fixed based operations, onsite airport management and business development planning.

Tourism

- Establish a Destination Marketing Organization

COMMUNICATE WITH CITIZENS AND KEY LOCAL PARTNERS

Homelessness

- Gather information and understand the questions to ask and the actions the City or our partners can take to assist citizens who are experiencing homelessness

YCOM Funding

- Remain informed on the issues and provide policy guidance.

PLAN AND CONSTRUCT CAPITAL PROJECTS

Urban Renewal Plan

- Support the administrative planning and implementation work of the Urban Renewal Advisory Committee (MURAC)
- Match the Urban Renewal project schedule to financial forecasts and synchronize with bond funded transportation improvements

Transportation Improvements

- Plan and implement bond-funded transportation improvements.

PLAN FOR AND MANAGE FINANCIAL RESOURCES

IT Management

- Establish a comprehensive plan for IT capabilities and service delivery.

City Finances

- Prepare and adopt a fiscally prudent 2015-2016 City Budget.

PROMOTE SUSTAINABLE GROWTH AND DEVELOPMENT

Quality of Life Issues re Riverbend Landfill

- Understand the scope of available options (impactful solutions within the City's sphere of influence or control).

Economic Development

- Continue to support the MEDP. Schedule periodic updates to remain informed on current economic development issues and opportunities.



Growth / Finances

Services / Communicate / Capital Projects

Meet Demand for City Services (Airport / Tourism)

Secure New FBO FY 4th Qtr

(Target Date: FY 4th Qtr)

- Aug 3rd: RFP released
- Oct 13th: Selection, contact negotiations started

Establish DMO ✔

(Target Date: FY 3rd Qtr)

- Jun 9th: DMO board appointed
- Jun 23rd: DMO awarded contract
- Aug 24th: DMO fully funded

Communicate with Citizens and Key Local Partners (Homelessness / YCOM Funding)

Gather Information, Understand Actions to Assist Homeless (Target date: FY 2nd Qtr) ✔

- Apr 22nd: 3 hour panel with OHCS / HAYC / YCAP / Lane County / Gospel Rescue
- Apr - Aug: Briefs by YCAP, HAYC, COMPASS Center, Henderson House
- May – Aug: Tours of Gospel Rescue Mission, Dignity Village, Habitat’s Aspire Development; Bend’s Affordable Housing Projects
- Sept 22nd: Affordable Housing Task Force created

Remain informed and provide guidance for YCOM funding Ongoing

- Feb 2015: YCOM Formal Evaluation / Analysis study complete
- July 2015: Radio program transferred from YCOM to Yamhill County; stabilized short term financial viability

Plan & Construct Capital Projects (Urban Renewal / Transportation Improvements)

Urban Renewal: Support MURAC / Synchronize with Transportation Improvements Ongoing

- Feb: Façade program started
- Oct 6th: Best Practices MURAC Work Session
- Oct 13th: Joint Council / MURAC work session to prioritize / synchronize future UR funds
- Dec 8th: \$163K in Design Funds approved for Alpine Extension

Transportation Improvements Ongoing

- Apr 1st: First Transportation Bond for \$18M secured: 2.385% Total Interest Cost
- 2015 overlays complete, consulting contracts in place for Alpine, 5th St, Ford St sidewalk/pedestrian safety projects, 2nd St, Hill Rd, 2016 overlays
- \$3.316M committed in 2015

Plan For & Manage Financial Resources (IT / Financial Services)

Comprehensive Plan for IT FY 3rd Qtr

- Apr 2nd: Draft Communication Strategy
- Oct 13th: Full time IT director appointed
- Oct: Review started of Dept Head needs
- Nov 24th: Website contract approved with aHa

Adopt Fiscally Prudent 2015 / 2016 Budget ✔

- Apr 1st: \$6M Refunding Bond; savings = \$542K
- May 22: Finance Dept receives GFOA award
- Jun: FY 2013/14 audit completed
- Jun 23rd: Budget adopted (33% Reserves)
- Nov: FY 2014/15 audit underway

Promote Sustainable Growth & Development (Sustainability / Economic Development)

Understand Option for Riverbend Landfill FY 4th Qtr

- Jun / Sep: Council letters to various agencies supporting closure
- Nov 24th: Council presentation session on groundwater effects of Riverbend Landfill
- Dec 8th: Recology / Zero Waste presentations on reducing / eliminating City use of Riverbend

Support MEDP; Remain Informed Ongoing

- Jun 9th: MEDP update to the Council
- Jun 23rd: Adopted budget allocated MEDP \$39K
- Dec 2nd: MEDP Strategic Planning Session

Underlined is new for the quarter