



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

**City Council Meeting Agenda  
Tuesday, August 28, 2018**

**7:00 p.m. – Regular Council Meeting**

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

**7:00 PM – REGULAR COUNCIL MEETING – COUNCIL CHAMBERS**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PRESENTATION
  - a. Donation of 4 KIDS Bags from Willamette Valley Victory Riders.
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. Please complete a request to speak card prior to the meeting. Speakers may not yield their time to others.*
5. CONSENT AGENDA
  - a. Consider OLCC limited on-premises license request from Tiger Wok McMinnville LLC located at 913 N Highway 99W.
  - b. Resolution No. **2018-45**: A Resolution Approving Three Exemptions to Public Contracting Rules for the Water Reclamation Facility Tertiary Treatment Expansion Project, pursuant to ORS 279C.345.
6. RESOLUTIONS
  - a. Resolution No. **2018-46**: A Resolution approving the donation of a temporary easement to the Oregon Department of Transportation for the Three Mile Lane Bridge replacement project.
  - b. Resolution No. **2018-47**: A Resolution approving an Intergovernmental Agreement between the City of McMinnville and McMinnville Water & Light related to the condition assessment of City and McMinnville Water & Light facilities.
  - c. Resolution No. **2018-48**: A Resolution awarding the Personal Services Contract for the comprehensive, professional condition assessment of City and McMinnville Water & Light facilities.
  - d. Resolution **2018-49**: A Resolution authorizing the release of an existing power line easement, located in the City of McMinnville, Yamhill County, Oregon.
  - e. Resolution **2018-50**: A Resolution authorizing the release of an existing public walkway easement, located in the City of McMinnville, Yamhill County, Oregon.

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

7. ORDINANCE

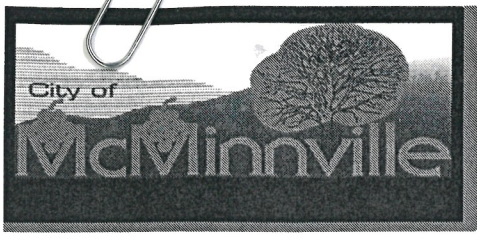
- a. Ordinance No. **5057**: An Ordinance Relating to Camping within the City of McMinnville; establishing MMC Chapter 8.36.

8. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports

9. ADJOURNMENT

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



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

**Liquor License Recommendation**

---

BUSINESS NAME / INDIVIDUAL: Tiger Wok McMinnville LLC  
 BUSINESS LOCATION ADDRESS: 913 N Hwy 99W  
 LIQUOR LICENSE TYPE: Limited On-Premises

Is the business at this location currently licensed by OLCC  
 Yes     No

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

Hours of operation: 10:30 am – 12:00 am Sunday-Saturday  
 Entertainment: N/A  
 Hours of Music: N/A  
 Seating Count: 48

EXEMPTIONS:  
 (list any exemptions)

---

Tritech Records Management System Check:  Yes     No  
 Criminal Records Check:  Yes     No  
 Recommended Action:  Approve     Disapprove

  
 \_\_\_\_\_  
 Chief of Police / Designee

\_\_\_\_\_  
 City Manager / Designee



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

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

## STAFF REPORT

**DATE:** August 7, 2018  
**TO:** Jeff Towery, City Manager  
**FROM:** Rich Spofford, Engineering Services Manager  
**VIA:** Mike Bisset, Community Development Director  
**SUBJECT:** WRF Tertiary Treatment and Disinfection Project, Project 2017-2

---

### **Council Goal:**

Plan and Construct Capital Projects – Continue to plan and use available sanitary sewer funding for planned improvements at the Wastewater Reclamation Facility.

### **Report in Brief:**

This action is the consideration of a resolution to allow the sole sourcing of specific equipment at the WRF in order to maintain compatibility with existing equipment and systems.

### **Background:**

On May 9, 2017, the City Awarded CH2M (Now Jacobs) a contract to provide consulting services related to the Wastewater Tertiary Treatment and Disinfection project. On January 16, 2018 Phase 2 of the design contract was approved by Council. As Staff and Jacobs have worked through the design of the improvements it's become important for both maintenance, compatibility, and cost to use certain specific equipment.

### **Discussion:**

The City's public contracting rules, prohibit the City from including specifications that expressly or implicitly require any project by any brand name or mark, or the product of any particular manufacturer or seller, unless the product is found to be exempt, pursuant to ORS 279C.345 and OAR 137-049-0870. Acting as the Local Contract Review Board, the City Council has authority over public contracts awarded by the City of McMinnville.

The Local Contract Review Board may find a product to be exempt if,

- a) It is unlikely that the exemption will encourage favoritism in the awarding of the public improvement contracts or substantially diminish competition for the improvement contracts;
- b) The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings to the City;
- c) There is only one manufacturer or seller of the product of the quality required; or,
- d) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.

Attached are the product Exemption Forms for the 3 products in question; 1) Trojan Technologies, TrojanUV3000Plus UV Systems, 2) Parkson EcoWash, Automatic Backwashing Filter, and 3) Rotork IQ Series Gate Actuators.

Bidding is scheduled for October 2018 with construction expected to begin in November of 2018.

**Attachments:**

1. Product Exemption Forms for Trojan, Parkson, Rotork.
2. Resolution
3. Project Map

**Fiscal Impact:**

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

**Recommendation:**

Staff recommends the Council acting as the Local Contract Review Board to review the requests for exemption submitted by staff for the following products and find the products are exempt for the reasons set forth in the documents attached as shown in Exhibits 1, 2, and 3.

RESOLUTION NO. 2018-45

A Resolution Approving Three Exemptions to Public Contracting Rules for the Water Reclamation Facility Tertiary Treatment Expansion Project, pursuant to ORS 279C.345.

RECITALS:

Acting as the Local Contract Review Board, the City Council has authority over public contracts awarded by the City of McMinnville.

The City's public contracting rules, prohibit the City from including specifications that expressly or implicitly require any project by any brand name or mark, or the product of any particular manufacturer or seller, unless the product is found to be exempt, pursuant to ORS 279C.345 and OAR 137-049-0870.

The Local Contract Review Board may find a product to be exempt if,

- a) It is unlikely that the exemption will encourage favoritism in the awarding of the public improvement contracts or substantially diminish competition for the improvement contracts;
- b) The specification of a product by brand name or mark, or the product or a particular manufacturer or seller, would result in substantial cost savings to the City;
- c) There is only one manufacturer or seller of the product of the quality required; or,
- d) Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.

The Council has reviewed the requests for exemption submitted by staff for the following products and finds that the products are exempt for the reasons set forth in the documents attached hereto as Exhibits 1, 2, and 3, and incorporated herein:

- a) UV System: Trojan Technologies, TrojanUV3000Plus
- b) Automatic Backwashing Filter: Parkson, EcoWash
- c) Gate Actuators: Rotork, IQ Series

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

1. The Products described in the attached Exhibits 1, 2, and 3, are hereby exempt pursuant to ORS 279C.345 and OAR 137-049-0870, for the purposes of the Water Reclamation Facility Tertiary Treatment Expansion Project.
2. This Resolution will 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 28<sup>th</sup> day of August 2018 by the following votes:

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

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

Approved this 28<sup>th</sup> day of August 2018.

Approved as to form:

---

MAYOR

---

CITY ATTORNEY

**CITY OF McMinnville  
ORS 279C.345 EXEMPTION FORM**

PROJECT NAME: \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

PROPOSED EXEMPT PRODUCT: \_\_\_\_\_

Pursuant to ORS 279C.345 and OAR 137-049-0870, "specifications for public improvement contracts may not expressly or implicitly require any product by any brand name or mark, nor the product of any particular manufacturer or seller unless the product is exempt" under **one** of the following criteria:

**CHECK ALL THAT APPLY:**

- It is unlikely that the exemption will encourage favoritism in the awarding of the public improvement contracts or substantially diminish competition for the improvement contracts.
- The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings to the City.
- There is only one manufacturer or seller of the product of the quality required.
- Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.

**Explanation (Attach additional pages and exhibits as necessary):**

**APPROVAL PROCESS:** The exemption must be approved by a Resolution of the City Council, acting as the Local Contract Review Board for the City of McMinnville, at a regularly scheduled public meeting. A public hearing is not required and there are no special notice provisions required.

**APPEAL NOTICE:** Any person (except the City or its agents) may bring an action for writ of review under ORS chapter 34 to test the validity of an exemption granted by the City.

**SUBMITTED (Project Manager)**



By: Rich Spofford

Date: 08/20/18

**APPROVED (Department Head)**

By:

Date:



## **Attachment A: Brand Name Explanation – Trojan**

In August 2017, CH2M (now Jacobs) issued a technical memorandum (TM) to the City titled *McMinnville Water Reclamation Facility – UV Disinfection System Configuration and Delivery Approach Evaluation*. The TM identified three leading ultraviolet (UV) system suppliers that offered products to replace the WRF's existing UV equipment, which is at the end of its serviceable life. Options were limited to those which would efficiently utilize the WRF's existing UV channels without significant modifications. Systems that required modifications to the existing channels, pumping, or other large infrastructure costs were eliminated from consideration. On November 17, 2017, a request for information was sent to the three suppliers, Trojan Technologies, Wedeco, and Calgon Corporation, requesting proposals that addressed cost and non-cost criteria. In December 2017, proposals were reviewed by six reviewers from Jacobs and the City. Reviewers scored the proposals based on the criteria and results were combined. Trojan Technologies' TrojanUV3000Plus™ was ranked the highest of the three proposals and was the lowest cost. It should be noted that the City's existing UV equipment was provided by Trojan Technologies in 1995 and 2000. The existing Trojan UV system's performance since installation and Trojan's familiarity with the existing system provides added reassurance that the replacement system will provide excellent value to the City, including improved coordination of decommissioning of the existing Trojan UV system.

**CITY OF McMinnville  
ORS 279C.345 EXEMPTION FORM**

PROJECT NAME: \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

PROPOSED EXEMPT PRODUCT: \_\_\_\_\_

Pursuant to ORS 279C.345 and OAR 137-049-0870, "specifications for public improvement contracts may not expressly or implicitly require any product by any brand name or mark, nor the product of any particular manufacturer or seller unless the product is exempt" under **one** of the following criteria:

**CHECK ALL THAT APPLY:**

- It is unlikely that the exemption will encourage favoritism in the awarding of the public improvement contracts or substantially diminish competition for the improvement contracts.
- The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings to the City.
- There is only one manufacturer or seller of the product of the quality required.
- Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.

**Explanation (Attach additional pages and exhibits as necessary):**

**APPROVAL PROCESS:** The exemption must be approved by a Resolution of the City Council, acting as the Local Contract Review Board for the City of McMinnville, at a regularly scheduled public meeting. A public hearing is not required and there are no special notice provisions required.

**APPEAL NOTICE:** Any person (except the City or its agents) may bring an action for writ of review under ORS chapter 34 to test the validity of an exemption granted by the City.

**SUBMITTED (Project Manager)**



By: Rich Spofford

Date: 08/20/18

**APPROVED (Department Head)**

By:

Date:

**CITY OF McMinnville  
ORS 279C.345 EXEMPTION FORM**

PROJECT NAME: \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

PROPOSED EXEMPT PRODUCT: \_\_\_\_\_

Pursuant to ORS 279C.345 and OAR 137-049-0870, "specifications for public improvement contracts may not expressly or implicitly require any product by any brand name or mark, nor the product of any particular manufacturer or seller unless the product is exempt" under one of the following criteria:

**CHECK ALL THAT APPLY:**

- It is unlikely that the exemption will encourage favoritism in the awarding of the public improvement contracts or substantially diminish competition for the improvement contracts.
- The specification of a product by brand name or mark, or the product of a particular manufacturer or seller, would result in substantial cost savings to the City.
- There is only one manufacturer or seller of the product of the quality required.
- Efficient utilization of existing equipment or supplies requires the acquisition of compatible equipment or supplies.

**Explanation (Attach additional pages and exhibits as necessary):**

**APPROVAL PROCESS:** The exemption must be approved by a Resolution of the City Council, acting as the Local Contract Review Board for the City of McMinnville, at a regularly scheduled public meeting. A public hearing is not required and there are no special notice provisions required.

**APPEAL NOTICE:** Any person (except the City or its agents) may bring an action for writ of review under ORS chapter 34 to test the validity of an exemption granted by the City.

**SUBMITTED (Project Manager)**



By: Rich Spofford  
Date: 08/20/18

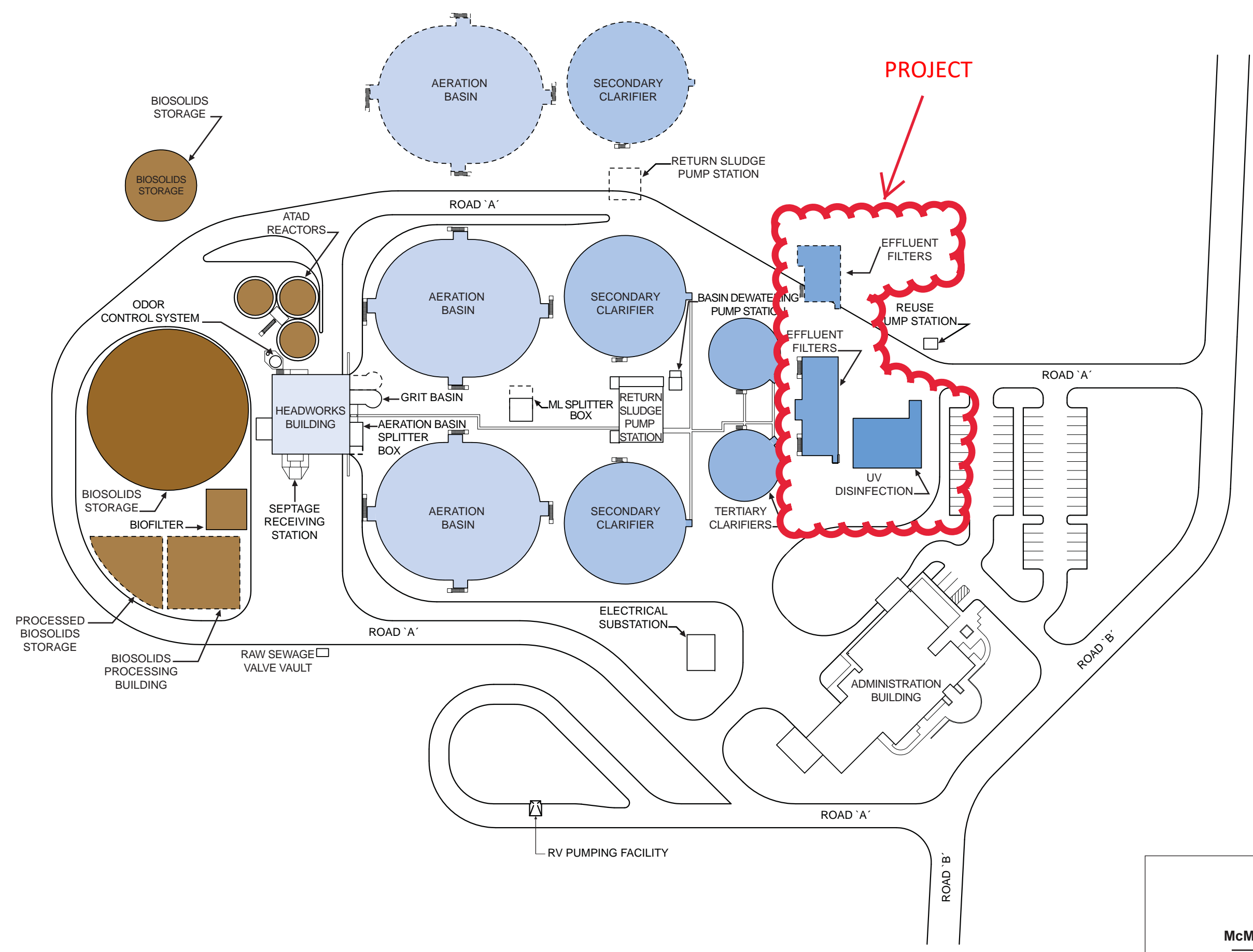
**APPROVED (Department Head)**

By:  
Date:



**LEGEND**

- Existing
- - - - New



**Figure ES-8**

**McMinnville Water Reclamation Facility**  
RECOMMENDED SITE PLAN AND PLANT LAYOUT





**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:** August 28, 2018  
**TO:** Jeff Towery, City Manager  
**FROM:** Mike Bisset, Community Development Director  
**SUBJECT:** Donation of a temporary easement to the Oregon Department of Transportation for the Three Mile Lane Bridge replacement project.

---

### **Council Goal:**

**Plan and Construct Capital Projects**

### **Report in Brief:**

This action is the consideration of a resolution approving the donation of a temporary easement to the Oregon Department of Transportation for the Three Mile Lane Bridge replacement project.

### **Background:**

The Oregon Department of Transportation (ODOT) continues their work to design the replacement of the Three Mile Lane Bridge. Their current schedule anticipates the project design being completed late 2019, and construction occurring starting in 2020. They haven't finalized how long construction will take, but it could carry into/through 2022.

The plan for construction anticipates that the contractor will construct a temporary, two-way detour bridge adjacent to the existing bridge. Then they will move traffic to the detour bridge; tear down the existing bridge; and construct the new permanent bridge in the existing alignment. Lastly, they will move traffic onto the new bridge, and remove the temporary detour bridge. During construction there will likely be times when traffic is impacted in one or both directions.

The new permanent bridge is planned to have wider sidewalks on both sides, as well as on-street bike lanes in both direction.

ODOT is planning to do a significant amount of public outreach regarding the planned work, and traffic impacts, as the project design is completed and construction nears.

### **Discussion:**

In order to complete the planned improvements, it is necessary for ODOT to obtain a temporary easement for a work area for construction purposes over City owned property in Kiwanis Park (see attached easement description and exhibit map). The contractor will be required to restore the impacted easement areas as part of ODOT's construction contract.

The City agrees to donate the temporary easement to facilitate the project construction.

**Attachments:**

1. Resolution
2. Temporary Easement with exhibits

**Fiscal Impact:**

None

**Recommendation:**

Staff recommends that the City Council adopt the attached resolution approving the donation of a temporary easement on City owned property for the Three Mile Lane bridge replacement project, and authorizing the City Manager to execute the easement documents.

RESOLUTION NO. 2018-46

A Resolution approving the donation of a temporary easement to the Oregon Department of Transportation for the Three Mile Lane Bridge replacement project.

RECITALS:

The Oregon Department of Transportation (ODOT) is currently working on the design of the project to replace the Three Mile Lane bridge.

In order to complete the planned improvements, it is necessary for ODOT to obtain a temporary easement for a work area for construction purposes over City owned property.

The City agrees to donate the temporary easement to facilitate the project construction.

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

1. That the donation of a temporary easement on City owned property for the Three Mile Lane bridge replacement project is hereby approved, and the City Manager is hereby authorized and directed to execute the easement documents.
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 28th day of August 2018 by the following votes:

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

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

Approved this 28th day of August 2018.

\_\_\_\_\_  
MAYOR

Approved as to form:

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

**DONATION TEMPORARY EASEMENT**

**CITY OF MCMINNVILLE, a Municipal Corporation to Yamhill County, Oregon**, Grantor, for no monetary consideration, does grant to the **STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION**, Grantee, its successors and assigns, a temporary easement for a work area for construction purposes, over and across the property described as **Parcels 1 and 2 on Exhibit "A" dated 6/5/2018**, attached hereto and by this reference made a part hereof.

IT IS UNDERSTOOD that the temporary easement rights herein granted shall terminate five (5) years from the date hereof or upon completion of the above-mentioned construction project, whichever is sooner.

IT IS ALSO UNDERSTOOD that the temporary easement herein granted does not convey any right or interest in the above-described property, except as stated herein, nor prevent Grantor from the use of said property; provided, however that such use does not interfere with the rights herein granted.

Grantor covenants to and with Grantee, its successors and assigns, that Grantor is the owner of said property, and will warrant the easement rights herein granted from all lawful claims whatsoever.

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**APPROVED AS TO FORM:**

**CITY OF MCMINNVILLE, a Municipal Corporation to Yamhill County, Oregon**

By \_\_\_\_\_

By \_\_\_\_\_  
City Manager

STATE OF OREGON, County of \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_\_. Personally appeared \_\_\_\_\_,

who, being sworn, stated that he/she is the City Manager of the City of McMinnville, and that this instrument was voluntarily signed on behalf of said municipal corporation by authority of its Resolution No. \_\_\_\_\_, passed by the Council of said City on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires \_\_\_\_\_



**PARCEL 1 – Temporary Easement for Work Area (5 years or duration of Project, whichever is sooner)**

A parcel of land lying in the W.T. Newby D.L.C. No. 53 of Section 21, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon and being a portion of that property described in that Warranty Deed to the City of McMinnville, A municipal Corporation in Yamhill County, Oregon, recorded January 8, 1973 in Film Volume 92, Page 1362, Records of Yamhill County; said parcel being that portion of said property lying between lines at right angles to the center line of the relocated McMinnville Spur Highway at Engineer's Stations "L" 15+40.00 and "L" 17+00.00 and included in a strip of land 65.00 feet in width, lying on the Northeasterly side of said center line, which center line is described as follows:

Beginning at Engineer's center line Station "TM" 13+86.42, said station being 2,833.67 feet North and 2,123.52 feet West of the Southeast corner of Section 21, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon; thence South 31°27'44" East 596.80 feet to Engineer's center line Station "TM" 19+83.22 Back equals "L" 15+26.79 Ahead; thence South 31°12'45" East 1,102.03 feet to Engineer's center line Station "L" 26+28.82 Back equals "L" 26+30.00 Ahead; thence South 31°12'45" East 873.10 feet to Engineer's center line Station "L" 35+03.10.

Bearings are based on County Survey No. 13245, filed December 12, 2016, Yamhill County, Oregon.

This parcel of land contains 3,653 square feet, more or less.

**PARCEL 2 – Temporary Easement for Work Area (5 years or duration of Project, whichever is sooner)**

A parcel of land lying in the Nehemia Martin D.L.C. No. 83 of Section 21, Township 4 South, Range 4 West, W.M., Yamhill County, Oregon and being a portion of that property described in that Warranty Deed to the City of McMinnville, A municipal Corporation in Yamhill County, Oregon, recorded January 8, 1973 in Film Volume 92, Page 1362, Records of Yamhill County; said parcel being that portion of said property included in a strip of land variable in width, lying on the Northeasterly side of the center line of the relocated McMinnville Spur Highway, which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Northeasterly Side of Center Line
"L" 18+50.00		"L" 23+50.00	75.00 in a straight line to 85.00

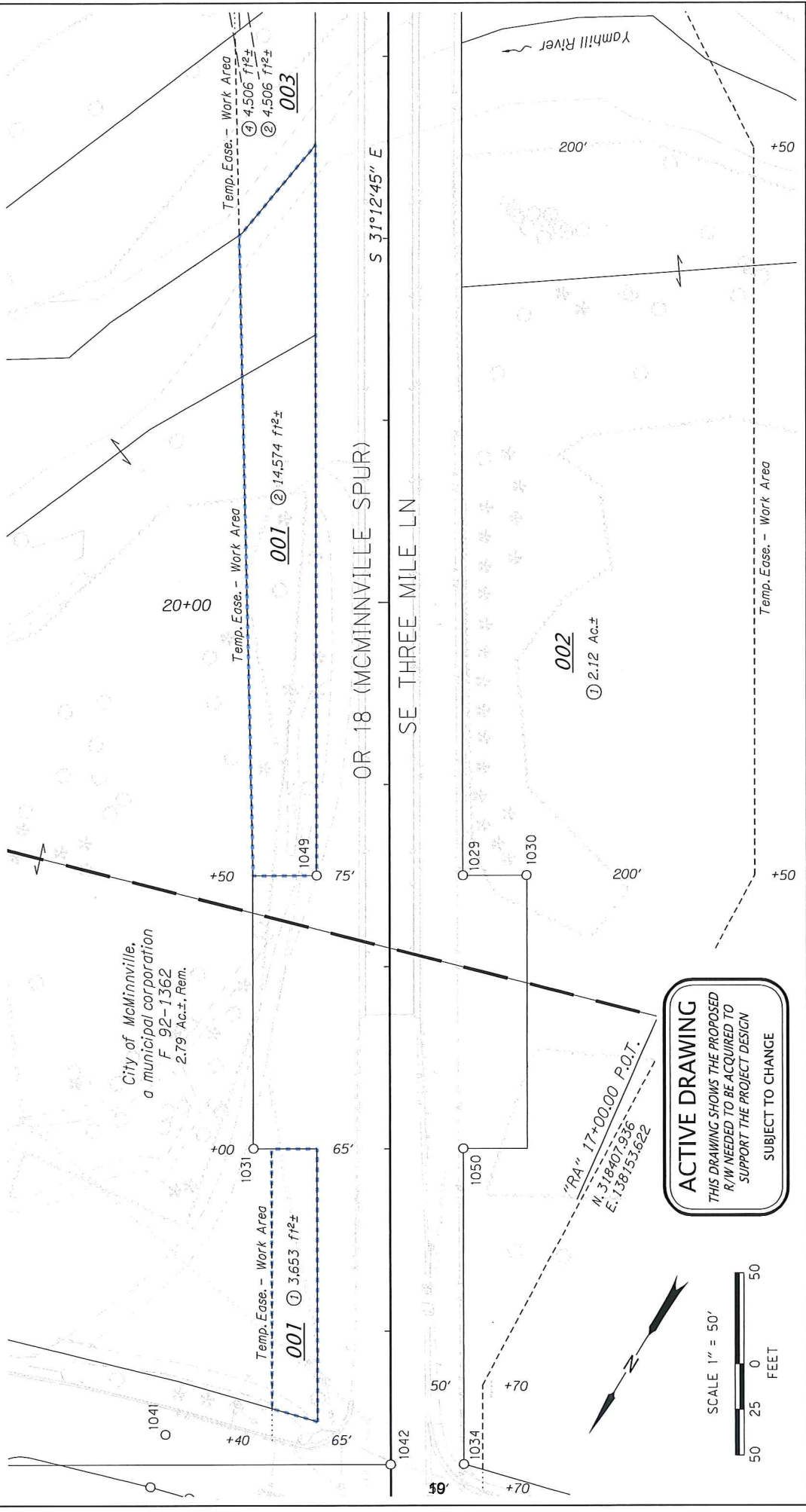
This parcel of land contains 14,574 square feet, more or less.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

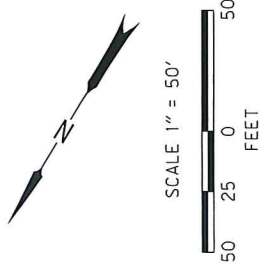
OREGON  
APRIL 28, 2014  
**JONATHAN P. COOK**  
69241

RENEWAL DATE: 12/31/19

SEC. 21, T. 4 S., R. 4 W., W.M.



**ACTIVE DRAWING**  
 THIS DRAWING SHOWS THE PROPOSED  
 R/W NEEDED TO BE ACQUIRED TO  
 SUPPORT THE PROJECT DESIGN  
 SUBJECT TO CHANGE



<p>OREGON DEPARTMENT OF TRANSPORTATION  <b>RIGHT OF WAY</b>          ENGINEERING          SKETCH MAP</p>	Section	OR 18 Spur: South Yamhill River Br #06758	Scale	1" = 50'
	Highway	McMinnville Spur	Date	June, 2018
	County	Yamhill	File	9308 001
	Purpose	Right of Way Acquisition		See Drawing 11B-9-5



**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:** August 28, 2018  
**TO:** Jeff Towery, City Manager  
**FROM:** Mike Bisset, Community Development Director  
**SUBJECT:** Intergovernmental Agreement between the City and McMinnville Water & Light –  
Facilities Condition Assessment Work

---

### **Council Goal:**

**Plan and Construct Capital Projects**

### **Report in Brief:**

This action is the consideration of a resolution to enter into an intergovernmental agreement with McMinnville Water & Light related to the condition assessment of City and McMinnville Water & Light facilities.

### **Discussion:**

The City's FY19 budget includes funding to have a consultant provide a comprehensive, professional condition assessment of approximately 57 City owned buildings/structures/sites, totaling approximately 370,000 square feet. The purpose of the condition assessment is to provide a comprehensive documentation and analysis of the City's existing built facilities. This analysis will be utilized for prioritizing capital improvements and maintenance requirements, as well as assisting with allocating operating budgets and potentially establishing capital reserve funds and on-going maintenance schedules.

In May 2018, the City initiated a Request for Proposal (RFP) process to seek proposals from qualified consultants to complete the condition assessment work. Proposals were due on May 29, 2018, and responses to the RFP were received by five firms. The proposals were reviewed by a selection committee including the Community Development Director Mike Bisset, Fire Chief Rich Leipfert, Parks and Recreation Director Susan Muir, Public Works Superintendent David Renshaw, and Police Department Facilities Maintenance Tech Ron Ponto.

The proposals were scored by the selection committee considering the consultant's project understanding, qualifications and experience, proposed project staffing, and proposed project schedule. EMG was the highest ranked proposer.

At the conclusion of the RFP selection process, the City initiated contract scope and cost discussions with EMG. Concurrently, McMinnville Water & Light expressed an interest in having EMG complete a facilities condition assessment of four MWL owned buildings, totaling approximately 42,000 square feet.

EMG has agreed to complete the assessment of MWL's facilities as part their contract with the City.

The expected cost for EMG's work is approximately \$128,300. As estimated, the City's share of the assessment work is approximately \$104,700, and MWL's share of the utility design work is approximately \$23,600.

**Attachments:**

1. Resolution
2. Intergovernmental Agreement
3. EMG scope of work

**Fiscal Impact:**

Funding for the City's portion of the assessment work is included in the adopted FY19 budget.

**Recommendation:**

Staff recommends that the City Council adopt the attached resolution approving an intergovernmental agreement with McMinnville Water & Light related to the condition assessment of City and McMinnville Water & Light facilities.

RESOLUTION NO. 2018-47

A Resolution approving an Intergovernmental Agreement between the City of McMinnville and McMinnville Water & Light related to the condition assessment of City and McMinnville Water & Light facilities.

RECITALS:

The City's FY19 budget includes funding to have a consultant provide a comprehensive, professional condition assessment of approximately 57 City owned buildings/structures/sites, totaling approximately 370,000 square feet.

The City completed a Request for Proposals process to select a qualified consultant to provide the facilities condition assessment work. EMG was selected as the highest ranked consultant.

At the conclusion of the RFP selection process, the City initiated contract scope and cost discussions with EMG. Concurrently, McMinnville Water & Light expressed an interest in having EMG complete a facilities condition assessment of four MWL owned buildings, totaling approximately 42,000 square feet.

EMG has agreed to complete the assessment of MWL's facilities as part their contract with the City.

Per the Intergovernmental Agreement, MW&L will depend on the City to act as contracting agency on behalf of MW&L, and the City will be dependent upon timely distribution from MW&L of funds for to pay for the assessment of MWL's facilities.

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

1. That entry into an Intergovernmental Agreement with McMinnville Water & Light is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the Intergovernmental Agreement.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of August 2018 by the following votes:

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

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

Approved this 28th day of August 2018.

\_\_\_\_\_  
MAYOR

Approved as to form:

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

INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF MCMINNVILLE AND  
MCMINNVILLE WATER AND LIGHT

THIS INTERGOVERNMENTAL AGREEMENT ('Agreement') is entered into between the City of McMinnville, an Oregon Municipal Corporation of the State of Oregon ('City') and a unit of the City, acting by and through its Water and Light Commission ("McMinnville Water and Light" or "MWL"), hereinafter collectively referred to as the 'Parties'.

RECITALS:

The City's FY19 budget includes funding to have a consultant provide a comprehensive, professional condition assessment of approximately 57 City owned buildings/structures/sites, totaling approximately 370,000 square feet. The purpose of the condition assessment is to provide a comprehensive documentation and analysis of the City's existing built facilities. This analysis will be utilized for prioritizing capital improvements and maintenance requirements, as well as assisting with allocating operating budgets and potentially establishing capital reserve funds and on-going maintenance schedules.

In May 2018, the City initiated a Request for Proposal (RFP) process to seek proposals from qualified consultants to complete the condition assessment work. Proposals were due on May 29, 2018, and responses to the RFP were received by five firms. The proposals were reviewed by a selection committee including the Community Development Director Mike Bisset, Fire Chief Rich Leipfert, Parks and Recreation Director Susan Muir, Public Works Superintendent David Renshaw, and Police Department Facilities Maintenance Tech Ron Ponto.

The proposals were scored by the selection committee considering the consultant's project understanding, qualifications and experience, proposed project staffing, and proposed project schedule. EMG was the highest ranked proposer.

At the conclusion of the RFP selection process, the City initiated contract scope and cost discussions with EMG. Concurrently, McMinnville Water & Light expressed an interest in having EMG complete a facilities condition assessment of four MWL owned buildings, totaling approximately 42,000 square feet.

EMG has agreed to complete the assessment of MWL's facilities as part their contract with the City.

The expected cost for EMG's work is approximately \$128,300. As estimated, the City's share of the assessment work is approximately \$104,700, and MWL's share of the assessment work is approximately \$23,600.

NOW THEREFORE, it is agreed 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 completion and closeout of the EMG's scope of work ("termination"; see §5.c. obligations continuing after termination).

***[Continued on next page]***

**2. RESPONSIBILITIES OF CITY**

For the duration of this agreement, the City as contracting agency will execute and manage the Personal Services Contract with EMG, and coordinate EMG's performance of the work. The City will forward invoices to MWL from EMG for all work attributed to the assessment of MWL's facilities. In cooperation and consultation with MWL, and except to the extent the City has effectively assigned these rights to MWL, the City as the contracting agency, and at the reasonable request of MWL, will act to enforce any contract claims for EMG's work on behalf of MWL. In contracting with EMG, the City will seek to add MWL as an insured (professional liability) and additional insured, and indemnified party in the same manner as the City protects itself.

**3. RESPONSIBILITIES OF MWL**

For the duration of this agreement, MWL will provide timely review and approval of all EMG's assessment of MWL's facilities, and will cooperate with the City in defense or enforcement of contract claims, related to MWL's facilities. MWL will promptly pay, when due, all invoices from EMG for all work attributed to the assessment of MWL's facilities.

**4. COLLABORATION AND COOPERATION**

The parties shall collaborate, as required, to ensure the needs of all parties are met in the coordination of work by EMG, and shall notify each other as soon as possible of any concerns regarding the coordination or performance of the work by the EMG. The parties will work diligently toward resolving any issues that may arise for the mutual benefit of the parties.

**5. 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 or appointed 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 third party (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.

***[Continued on next page]***



**6. GENERAL**

- a. Apportionment of Expenses. MWL will pay expenses attributed to the facility condition assessment and Tier 1 seismic analysis of MWL's facilities. The City will pay the expenses attributed to the facility condition assessment of City facilities, including the Tier 1 seismic assessment of the Community Center, Oregon State Police facility, and the WRF administration building.
- 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:  
  

<u>If to City:</u> Mike Bisset Community Development Director 231 NE Fifth Street McMinnville, Oregon 97128	<u>If to MWL:</u> John Dietz General Manager 855 NE Marsh Lane 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**

**McMINNVILLE WATER AND LIGHT**

\_\_\_\_\_  
Jeff Towery  
City Manager

\_\_\_\_\_  
Date:  
Scott A. Hill  
Mayor and Ex-Officio member of the Water  
and Light Commission

DATE: \_\_\_\_\_

**APPROVED AS TO FORM  
City Attorney**

**ATTESTED BY:**

\_\_\_\_\_  
David Koch

\_\_\_\_\_  
Date:  
Trena McManus  
Clerk of the Commission

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



**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:** August 28, 2018  
**TO:** Jeff Towery, City Manager  
**FROM:** Mike Bisset, Community Development Director  
**SUBJECT:** Facilities Condition Assessment Work

---

### **Council Goal:**

Plan and Construct Capital Projects

### **Report in Brief:**

This action is the consideration of a resolution to award a Personal Services Contract to EMG in the amount of \$128,300 for the comprehensive, professional condition assessment of City and McMinnville Water & Light facilities.

### **Discussion:**

The City's FY19 budget includes funding to have a consultant provide a comprehensive, professional condition assessment of approximately 57 City owned buildings/structures/sites, totaling approximately 370,000 square feet. The purpose of the condition assessment is to provide a comprehensive documentation and analysis of the City's existing built facilities. This analysis will be utilized for prioritizing capital improvements and maintenance requirements, as well as assisting with allocating operating budgets and potentially establishing capital reserve funds and on-going maintenance schedules.

In May 2018, the City initiated a Request for Proposal (RFP) process to seek proposals from qualified consultants to complete the condition assessment work. Proposals were due on May 29, 2018, and responses to the RFP were received by five firms. The proposals were reviewed by a selection committee including the Community Development Director Mike Bisset, Fire Chief Rich Leipfert, Parks and Recreation Director Susan Muir, Public Works Superintendent David Renshaw, and Police Department Facilities Maintenance Tech Ron Ponto.

The proposals were scored by the selection committee considering the consultant's project understanding, qualifications and experience, proposed project staffing, and proposed project schedule. EMG was the highest ranked proposer.

At the conclusion of the RFP selection process, the City initiated contract scope and cost discussions with EMG. Concurrently, McMinnville Water & Light expressed an interest in having EMG complete a facilities condition assessment of four MWL owned buildings, totaling approximately 42,000 square feet.

EMG has agreed to complete the assessment of MWL's facilities as part their contract with the City.

The expected cost for EMG's work is approximately \$128,300. As estimated, the City's share of the assessment work is approximately \$104,700, and MWL's share of the utility design work is approximately \$23,600.

**Attachments:**

1. Resolution
2. Personal Services Contract with project scope of work and fee

**Fiscal Impact:**

Funding for the City's portion of the facilities condition assessment is contained in the adopted FY19 budget.

**Recommendation:**

Staff recommends the City Council adopt the attached resolution to award a Personal Services Contract to EMG in the amount of \$128,300 for utility design services related to the comprehensive, professional condition assessment of City and McMinnville Water & Light facilities.

## RESOLUTION NO. 2018-48

A Resolution awarding the Personal Services Contract for the comprehensive, professional condition assessment of City and McMinnville Water & Light facilities.

### RECITALS:

The City's FY19 budget includes funding to have a consultant provide a comprehensive, professional condition assessment of approximately 57 City owned buildings/structures/sites, totaling approximately 370,000 square feet. The purpose of the condition assessment is to provide a comprehensive documentation and analysis of the City's existing built facilities. This analysis will be utilized for prioritizing capital improvements and maintenance requirements, as well as assisting with allocating operating budgets and potentially establishing capital reserve funds and on-going maintenance schedules.

In May 2018, the City initiated a Request for Proposal (RFP) process to seek proposals from qualified consultants to complete the condition assessment work. Proposals were due on May 29, 2018, and responses to the RFP were received by five firms. The proposals were reviewed by a selection committee including the Community Development Director Mike Bisset, Fire Chief Rich Leipfert, Parks and Recreation Director Susan Muir, Public Works Superintendent David Renshaw, and Police Department Facilities Maintenance Tech Ron Ponto.

The proposals were scored by the selection committee considering the consultant's project understanding, qualifications and experience, proposed project staffing, and proposed project schedule. EMG was the highest ranked proposer.

At the conclusion of the RFP selection process, the City initiated contract scope and cost discussions with EMG. Concurrently, McMinnville Water & Light expressed an interest in having EMG complete a facilities condition assessment of four MWL owned buildings, totaling approximately 42,000 square feet.

EMG has agreed to complete the assessment of MWL's facilities as part their contract with the City. The expected cost for EMG's work is approximately \$128,300. As estimated, the City's share of the assessment work is approximately \$104,700, and MWL's share of the utility design work is approximately \$23,600.

Funding for the City's portion of the facilities condition assessment is contained in the adopted FY19 budget.

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

1. That the Personal Services Contract with EMG in the amount of \$128,300 for the comprehensive, professional condition assessment of City and McMinnville Water & Light facilities, is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the Personal Services 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 28th day of August 2018 by the following votes:

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

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

Approved this 28th day of August 2018.

\_\_\_\_\_

MAYOR

Approved as to form:

\_\_\_\_\_

CITY ATTORNEY

**CITY OF McMINNVILLE, OREGON**

**PERSONAL SERVICES CONTRACT  
for**

**CONDITION ASSESSMENT OF CITY OWNED BUILDINGS**

This Contract is between the CITY OF McMINNVILLE, a municipal corporation of the State of Oregon (City) and EMG (Contractor). The City's Project Manager for this Contract is Mike Bisset, City Engineer.

The parties mutually covenant and agree as follows:

- 1. Effective Date and Duration.** This contract is effective on the date at which every party has signed the contract and will expire, unless otherwise terminated or extended, on December 31, 2018.
- 2. Statement of Work.** The work to be performed under this contract consists of facility condition assessments, with asset inventories, preventative maintenance planning and tier 1 seismic analysis of specific buildings. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. The Statement of the Work reflects both the work anticipated and the fees the Contractor will charge for each component of that work. The work provided will be guided by the Statement of the Work, but the Contractor will, with the approval and direction of the City, perform services in such a way as to ensure constant progress is being made to achieve the City's end goals in the most efficient manner possible.
- 3. Consideration.**
  - a. City agrees to pay Contractor for actual hours worked, and allowable expenses incurred for accomplishing the work required by this contract, with a total sum not to exceed \$128,300.
  - b. Contractor will furnish with each invoice for services an itemized statement showing both the work performed and the number of hours devoted to the project by the Contractor and its agents. City will pay the Contractor for services within 30 days of receiving an itemized bill that has been approved by the Project Manager.
  - c. City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.
- 4. Additional Services.** Additional services, not covered in Exhibit A, will be provided if mutually agreed upon by the parties and authorized or confirmed in writing by the City, and will be paid for by the City as provided in this Contract in addition to the compensation authorized in subsection 3a. If authorized by the City, the additional services will be performed under a series of Task Orders defining the services to be performed, time of performance, and cost for each phase of services.

***[CONTINUED ON NEXT PAGE]***

---

---

**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Name (please print): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Social Security #: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

State Tax ID #: \_\_\_\_\_

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 Personal Services Contracts and Exhibits A, B, C, and D are an integral part of this contract and agree to perform the work described in Exhibit A 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 fully executed by the appropriate parties.*

---

---

**CITY OF McMINNVILLE SIGNATURE**

Approved:

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

\_\_\_\_\_  
Date

Reviewed:

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

\_\_\_\_\_  
Date

**CITY OF McMinnville**  
STANDARD TERMS AND CONDITIONS FOR PERSONAL SERVICES 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 D.

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 sanctions 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. Early Termination**

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

b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.

c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other party. 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 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.



**6. Payment on Early Termination**

a. If this contract is terminated under 5(a) or 5(b), the City will pay the Contractor for work performed in accordance with the Contract prior to the termination date. Payment may be pro-rated as necessary.

b. If this contract is terminated under 5(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 5(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 7, Remedies.

**7. Remedies**

a. In the event of termination under 5(c) by the City due to a breach by the Contractor, the City may complete the work either itself, by agreement with another contractor, or by a combination thereof.

b. The remedies provided to the City under section 5 and section 7 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 section 5(c) and 6(b).

**8. Access to Records.** Contractor will maintain, and the City and its authorized representatives will have reasonable access to, all books, documents, papers and records of 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 reasonably be made available upon request. Payment for the cost of copies is reimbursable by the City.

**9. Ownership of Work.** Provided the City is not in breach of its payment obligations, 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, re-use or alteration, 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.

**10. 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, the provisions of ORS 279B.220, 279B.230, and 279B.235, as set forth on Exhibit B. Without limiting the foregoing, 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.

**11. Indemnity and Hold Harmless**

a. Except for the professional negligent acts covered by paragraph 11.b., Contractor will hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature to the extent directly resulting from or arising out of the negligent activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

b. Contractor will 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.

c. In the event liability is shared by the parties to this Agreement, each party shall contribute in the amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments. A party's indemnification obligation including any defense obligation shall not arise until an actual finding of negligence or if the parties agree prior to an actual finding of negligence. Notwithstanding anything to the contrary, (i) neither Party shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other Party, or to any third party, (ii) no punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances and (iii) the total aggregate liability of the parties shall not exceed \$50,000 or the amount of the total fees hereunder, whichever is greater, for negligent professional acts, or errors or omissions.

**12. Insurance.** Contractor will provide insurance in accordance with Exhibit C.

**13. 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.

**14. Errors.** The Contractor will perform such additional work as may be reasonably necessary to correct errors in the work required under this contract without undue delays and without additional cost.

**15. 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.

**16. 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.

**17. 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.

**18. Prevailing Party.** In all disputes arising under this Agreement, the parties agree that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.

**19. Force Majeure.** Neither party shall be liable for any delay in delivery or nonperformance in whole of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including, without limitation, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government. The suspension of performance shall be of no greater scope and no longer duration than is reasonably required and the non-performing party shall use reasonable efforts to remedy its inability to perform.

**20. Standard of Care.** Contractor represents that the services, findings, recommendations and/or advice provided to City will be prepared, performed, and rendered in accordance with procedures, protocols and practices ordinarily exercised by professionals in Contractor's profession for use in similar assignments, and prepared under similar conditions at the same time and locality. City acknowledges and agrees that Contractor has made no other implied or expressed representation, warranty or condition with respect to the services, findings, recommendations or advice to be provided by Contractor pursuant to this Agreement.

**21. Non-Solicitation.** The parties agree in good faith not to directly or indirectly employ or otherwise engage any employee or any person employed by the other party within the prior six month period without the prior written consent of the other party. This restriction shall apply during the term of and for a period of one (1) year after the termination of this Agreement. The parties further agree that loss of any such employee would involve considerable financial loss of an amount that could not be readily established. Therefore, in the event that a party should breach this provision and without limiting any other remedy that may be available the breaching party shall pay a sum equal to the employee's current annual salary plus 12 additional months of the employee's current annual salary for training of a new employee as liquidated damages. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a party shall not be considered solicitation of an employee of the other party.

**EXHIBIT A**  
**STATEMENT OF THE WORK**

(See attached)

**EXHIBIT B**  
**COMPLIANCE WITH APPLICABLE LAW**

**279B.220 Conditions concerning payment, contributions, liens, withholding.** Every public contract shall contain a condition that the contractor shall:

(1) 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.

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

(3) 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.

(4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. [2003 c.794 §76a]

**279B.230 Condition concerning payment for medical care and providing workers' compensation.**

(1) Every public 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 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 §76c]

**279B.235 Condition concerning hours of labor; compliance with pay equity provisions; employee discussions of rate of pay or benefits.** (1) Except as provided in subsections (3) to (6) of this section, 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 designated under ORS 279A.055, 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 279B.020.

(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 described in ORS 279A.055, 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 279B.020 (1)(b)(B) to (G) and for all time the employee works 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.

(6) This section does not apply to public contracts:

(a) With financial institutions as defined in ORS 706.008.

(b) Made pursuant to the authority of the State Forester or the State Board of Forestry under ORS 477.406 for labor performed in the prevention or suppression of fire.

(c) For goods or personal property. [2003 c.794 §77; 2005 c.103 §8f; 2015 c.454 §4]

**EXHIBIT C  
INSURANCE**

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

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 error, omission, 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: YB

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 must include contractual liability coverage. This coverage will be primary and non-contributory with any other insurance and self-insurance.

Required by City       Not required by City      By: YB

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: YB

5. **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 prior written notice from the Contractor or its insurer(s) to the City.

6. **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 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 D**  
**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

MAY 18,



August 13, 2018

Via Email: mike.bisset@mcminnvilleoregon.gov

Mr. Mike Bisset, City Engineer  
 City of McMinnville  
 231 NE Fifth Street  
 McMinnville, Oregon 97128

**RE: City of McMinnville; McMinnville, Oregon**  
 EMG Proposal No: 132218.18P – Revised v2

Dear Mr. Bisset:

We are pleased to provide City of McMinnville (hereinafter referred to as “Client”) with the following proposal. If accepted, EMG will perform the services listed below (collectively, the “Services”) meeting the specifications hereafter described.

**PROPERTY(IES)**

- City of McMinnville - See Property List - 57 Buildings (25 Sites - ~369,533 SF)
- McMinnville Water & Light - See Property List - 4 Buildings (1 Sites - ~42,482 SF)

**PROPOSED SERVICE(S) & FEE(S)**

Service(s)	Lump Sum Fee(s)	Initial
Facility Condition Assessment with Asset Inventory	\$ 84,500.00	
Option 1: Preventive Maintenance Plan	\$ 3,700.00	
Option 2: Tier 1 Seismic Analysis –\$5500.00 X 3	\$ 16,500.00	
<b>McMinnville Water &amp; Light</b>		
Facility Condition Assessment	\$ 7,100.00	
Option 1: Tier 1 Seismic Analysis –\$5500.00 X 3 – (exception - Pole Shed)	\$ 16,500.00	

The proposed fees are limited to the specific Services described in this Proposal, performed according to the requirements of the corresponding ASTM standard practices, or Client-specified Protocols. The fee includes up to one (1) hour of post-delivery consulting time (per report) to discuss findings and/or make requested revisions.

**DELIVERABLE(S)**

The quoted price includes the delivery of:

# of Reports	Report Type	Method of Delivery
25 + 4	Draft	Email full report (pdf file)
25 + 4	Final	Email full report (pdf file)

Unless otherwise specified, EMG will submit all reports in Final format. Timing for completion of any requested post-delivery modifications to the report will be determined at the time of the request. Factors affecting this timing include (but are not limited to): (a) Complexity of the requested modification(s); (b) Number of reports affected by the request, and (c) EMG’s capacity at the time of the request. In order to serve you best, we require that all requests for changes to reports be submitted within 30 days of initial delivery. Additional charges may be requested for report changes after 30 days.

If different deliverables are required, please indicate the correct quantities, types and methods of delivery on the Project Authorization page of this proposal.

**TIMING**

EMG’s report(s) will be delivered within 45 full business/working days after receipt and approval of the signed proposal document. EMG reserves the right to extend the report delivery schedule as a result of any delay caused by:

- a delay by Client in providing EMG an acceptable written authorization to proceed; or
- a failure by Client to provide an accurate site address or an accurately identified and cooperative point of contact for access to the property, where applicable.



During the course of the assignment, a call will be placed to the designated onsite Point of Contact (POC) provided by the Client in order to schedule the site visit(s), where applicable. The Client acknowledges that the Point of Contact provided shall be deemed an agent of the Client for the purposes of providing access and conveying information pertaining to the Site.

#### **PROJECTS PLACED ON HOLD OR CANCELED**

Should the Client place the awarded project on hold or cancel the engagement after contract execution, the Client agrees to pay project-specific costs incurred by EMG, such as administrative processing, regulatory database searches and non-recoverable travel fees, as well as a percentage of the project fee, depending upon the time the project is placed on hold or cancelled. Please note that EMG invoices canceled jobs at the time of cancellation. Jobs on hold will be automatically invoiced 30 days from the date of the hold request. Requests to cancel or place projects on or off hold must be received by EMG in writing (email acceptable) from the Client. Invoices billed as a result of projects being placed on hold or canceled are fully collectible.

#### **PAYMENT DETAILS**

**An invoice for payment will be submitted with the initial report deliverable(s) and will be payable within 30 days or upon the closing of the transaction, whichever comes first. Upon receipt of the initial report deliverable(s); the invoice is fully collectible.** Please forward payments to: Accounting Department, EMG, PO Box 62974, Baltimore, MD 21264-2974 or contact your EMG administrator to pay via credit card or to receive wiring instructions. **Please ensure that EMG Proposal #132218.18P or invoice number is clearly identified on all payments and correspondence for proper credit.**

#### **DOCUMENTS TO BE FURNISHED BY CLIENT**

In order to facilitate a cursory review of pre-existing documents for each Project, EMG asks to be furnished with electronic or printed copies of **readily available** site information. documents may include:

#### **FCA SERVICES:**

- Inspection Reports (sewer, boiler, chiller)
- Building Systems Maintenance Records
- Prior Engineering Reports
- Owner Elected Repair List (if available)
- Prior Master Plans/Facility Master Plans
- Original Building Plans (can be viewed onsite)
- Capital Expenditure Schedules (prior/planned)
- Fire Protection/Life Safety Plans
- Rehabilitation Budget and Scope (draft/final)
- Site Plans/Floor Plans
- Prior Assessments
- Accessibility Transition Plans / Self-Evaluations

**Note:** Documents to be reviewed should be provided to EMG within five (5) business days and not less than one (1) day prior to the onsite. In the event that documents can only be made available at the Site, EMG will perform a cursory review during the site visit as time permits. Any additional review fees will be mutually agreed upon by EMG and the Client at the time of review request and will be authorized using a Change Order.

#### **TERMS & CONDITIONS**

EMG will perform its Services subject to the attached "Terms & Conditions", which are incorporated by reference and made a part of this Proposal. Please indicate your acceptance of this Proposal by signing the attached "Project Authorization" page where indicated and return it to EMG. This Proposal will be valid for fifteen (15) business days from the date of this letter. Please feel free to contact me at (800) 733-0660 x.2704 should you have any questions. EMG welcomes the opportunity to be of service.

Sincerely,

**EMG**

Erik S. Piller, Senior Vice President

Attachments: *Property List; Description of Services; Terms & Conditions; Project Authorization*



**PROPERTY LIST – CITY OF MCMINNVILLE**

Type	Facility Name	Year Built	SF	Address
Airport	FAA/OSP – <b>SEISMIC</b> (assumes 1 bldg)	1985	10,500	3975 SE Cirrus
Airport	OSP Storage	2013	1,750	3975 SE Cirrus
Airport	Airport East Hangar	1957	4,310	400 SE Cirrus Avenue
Airport	Airport West Hangar		4,540	400 SE Cirrus Avenue
Airport	Bravo Hangar-1		1,200	400 SE Cirrus Avenue
Airport	Bravo Hangar-2		1,200	400 SE Cirrus Avenue
Airport	Bravo Hangar-3		1,200	400 SE Cirrus Avenue
Airport	Bravo Hangar-4		1,200	400 SE Cirrus Avenue
Airport	Charlie Hangar		6,370	400 SE Cirrus Avenue
Airport	Large Hangar-west area	1975	16,000	400 SE Cirrus Avenue
Airport	Alpha Hangar		8,785	400 SE Cirrus Avenue
City Mgr	Civic Hall	2009	6,117	200 NE 2nd
City Mgr	City Hall	1940	5,300	230 NE 2nd
City Mgr	City Hall Garage	1940	635	230 NE 2nd
City Mgr	Chamber of Commerce House		1,730	417 NE Adams
CDC	Community Development Center		9,022	231 NE 5th
Fire	Fire Hall	1987	25,184	175 NE 1st
Fire	Fire Department Training Building	2000	2,234	3600 NE Clearwater Drive
	Library	1981	15,161	225 NW Adams
	Library-Carnegie Boulevard	1912	4,620	225 NW Adams
P&R	Community Center – <b>SEISMIC</b>	1924	47,760	600 NE Evans
P&R	Aquatic Center	1983	28,052	138 NW Park Drive
P&R	Senior Center	1994	10,242	2250 NE McDaniel
Police	Public Safety	2008	35,462	121 SW Adams
Police	Police Evidence Building	2001	3,100	3450 NE Clearwater Drive
PW	PW Building 1 (shops)	1971	6,106	1900 NE Riverside Drive
PW	PW Building 2 (West Bays)	1971	9,080	1900 NE Riverside Drive
PW	PW Building 3 (East Bays)	1977	3,625	1900 NE Riverside Drive
PW	PW Building 6 (modular office)		1,600	1900 NE Riverside Drive
PW	PW Building 7 (Hazmat storage)	1971	120	1900 NE Riverside Drive
PW	Parking Structure	1981	43,833	500 NE Davis
PW	Tice Park Restroom	2004	560	2761 NE Baker Street
PW	Thompson Park Restroom	2002	102	1525 SE Morgan Lane
PW	Thompson Park Shelter	2002	850	1525 SE Morgan Lane
PW	Wortman Park West Restroom	2005	623	2051 NE Lafayette Avenue
PW	Wortman Park West Shelter		2,520	2051 NE Lafayette Avenue
PW	Wortman Park East Restroom	2005	700	2051 NE Lafayette Avenue
PW	Wortman Park East Shelter		300	2051 NE Lafayette Avenue
PW	Chegwynn Farms Restroom	2011	276	3210 NE Hembree
PW	Chegwynn Farms Shelter	2011	900	3210 NE Hembree
PW	Discovery Meadows Restroom	2005	1,080	1300 SW Cypress Lane
PW	Discovery Meadows Shelter 1 (Roths)	2005	1,914	1300 SW Cypress Lane
PW	Discovery Meadows Shelter 2	2005	650	1300 SW Cypress Lane



PW	City Park - Upper Restroom	2005	576	140 NW Park Drive
PW	City Park - Lower South Shelter	1968	640	140 NW Park Drive
PW	City Park - Starmill North Shelter	2017	300	140 NW Park Drive
WW	Conveyance Shop	2004	6,530	3450 NE Clearwater Drive
WW	Wastewater Admin Building – <b>SEISMIC</b>	1996	13,777	3500 NE Clearwater Drive
WW	Headworks Building	1996	6,060	3500 Clearwater Drive
WW	RAS Building 1	1996	2,396	3500 Clearwater Drive
WW	RAS Building 2 (new)	2016	1,391	3500 Clearwater Drive
WW	RAS Sewage Pump Station	1995	2,814	1900 NE Riverside Drive
WW	PW Building 8 (old WWTP admin)	1969	2,252	1900 NE Riverside Drive
WW	PW Building 4 (storage)	1969	1,325	1900 NE Riverside Drive
WW	Cozine Pump Station	1997	2,210	325 SE Irvine
WW	Riverside Drive House	1980	1,900	4600 NE Riverside Drive
WW	Three Mile Lane Pump St. #1	2003	849	3305 NE Three Mile Lane

**OPTION: MCMINNVILLE WATER & LIGHT**

Bldg #	Facility Name	Year Built	SF	Address
A	Office Building – <b>SEISMIC</b>	1985	8,732	855 NE Marsh Lane
B	Warehouse – <b>SEISMIC</b>	2013	20,250	855 NE Marsh Lane
C	Vehicle Maintenance – <b>SEISMIC</b>	1957	4,500	855 NE Marsh Lane
D	Pole Shed – <b>SEISMIC</b>		9,000	855 NE Marsh Lane



## DESCRIPTION OF SERVICES

### **FACILITY CONDITION ASSESSMENT**

---

#### **Project Understanding**

EMG understands that the Facility Condition Assessment for the City of McMinnville ("Client") will:

- Include a comprehensive facility condition assessment (FCA) of all buildings, building systems, and infrastructure. The FCA will meet or exceed the ASTM E2018-15 Standard Guide for Property Condition Assessments.
- Determine the present condition and estimated life expectancy of various building systems and components.
- Identify and document present condition of all physical assets including grounds, facilities, and infrastructure.
- Establish anticipated renewal and replacement costs for the various systems and components.
- Recommend corrections for all deficiencies and provide cost estimates for corrections.
- Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility and site.
- Collect Equipment Inventory data for Client properties.
- Establish a protocol for facility condition data to migrate/transfer to a CMMS system.
- Option: Prepare a Preventive Maintenance Plan for assets.

We understand that a key factor to performing Facility Condition Assessments is the evaluation of physical needs and accurate forecasting for capital repair and replacement budgets. Pre-emptive measures to manage maintenance budgets and programs are essential in ensuring the elimination of potential issues, which can range from deferred maintenance, or premature replacement of building systems that can prove costly.

With each identified replacement or repair, the assessment results include estimates of cost and a numerical ranking of importance based upon the Client's priorities and estimated useful lives of the building systems and components. Also reflected in the assessment's results is the incorporation of any previously collected information in the Client's possession. EMG reviews all information collected to ensure accuracy.

In summary, EMG's Project Approach has been developed to address the specific requirements of Client. EMG has demonstrated experience in the assessment of various types of facilities similar to those at Client and understands the special implementation, sensitivities, management and communication associated with each.

#### **Data gathering and Interview**

Our project plan details three distinct phases of the project. During each phase, we will require coordination and support from facility management.

**Data Gathering Phase** – During this phase, we will need the support of staff who can provide us access to drawings and records. The following is a typical list of exhibits requested.

- Inspection Reports (sewer, boiler, chiller, etc)
- Building Systems Maintenance Records
- Owner Elected Repair list (if available)
- Zoning Reports
- Original Building Plans (can be viewed on-site)
- Capital Expenditure Schedules (prior or planned)
- Fire Protection/Life Safety Plans
- Rehabilitation budget & scope (draft or final)
- Certificates of Occupancy/Facility License
- Prior Assessments
- Site Plan/Floor Plans
- Accessibility Transition Plans/Self Evaluations

In addition to the drawings and records, we will supply a pre-survey questionnaire for each facility. Our expectation is that someone with knowledge of maintenance and operations of the facility will complete this survey and be prepared to discuss it with us while on-site



**Site Phase** – During the site phase, we will need support in the form of escorts while in the facilities to help us access mechanical areas, to discuss with us any known issues in the facility, and to answer other technical questions.

**Report Review Stage** – During the reports review stage – we will provide a complete report for each building. This report will include a narrative discussion of building systems and issues, as well as a 20-year projection of all capital needs. We need the support of facilities management to review these reports and provide feedback. These reports will be reviewed individually with facilities personnel most knowledgeable about the sites, and findings will be reviewed with stakeholders at the department head and campus level.

## Client Coordination

**Project Directory:** EMG will become familiar with Client’s existing property directory and contact list for each location. We will contact or interview the facilities contacts as part of our process to determine current use requirements and priority of properties based on agency goals.

**Facility Access:** Working with Client we will develop procedures to gain access to each facility. Our visits will be coordinated and pre-approved by Client prior to the visit. We will work with Client to establish a protocol that will ensure that our activities will have minimal disruption to the operation of each facility and will maintain a safe work environment.

**Existing Documentation:** We will become familiar with the contents of existing documents and verify the accuracy of the information provided including the history of changes if appropriate. We will return any documentation at the end of the project (or earlier if requested). All paper documentation provided to Client will be digitized and an electronic copy given to Client.

Where applicable - any existing equipment inventory will be loaded into our data collection platform and will be updated and added to during the field assessment. The goal will be to have all available studies and data loaded into our system for use in the field phase.

## Technical Approach

Prior to assessments beginning, EMG will conduct a **Kickoff** session to review requirements and to consolidate exhibits such as drawings and prior completed reports.

During the term of the project, EMG will conduct regular **Progress Meetings** to maintain open communication with the entire project team and Client. In these meetings, EMG will lead with an agenda that includes a focus on work plan, schedule, and project needs. This will permit the opportunity to proactively address challenges encountered, so that course adjustments may be made. Each meeting will conclude with task assignments, schedules, and goals to be met. EMG will provide Client with a weekly written status report that tracks and monitors the progress of the assessments against the schedule submitted. EMG has allocated the following in-person meetings: Kick Off Meeting, and a Final Findings Presentation meeting. Any additional in-person meetings will be on a time and expense basis.

### Assessment Team Composition

The project will be managed by a Program Manager who will be your single point of contact for the project.

Reporting to the Program Manager will be several Project Managers who are architectural and engineering subject matter experts (SME) in the evaluation of building systems and generating the reports. We evaluate the building portfolio to determine which team members will be assigned to particular sites. Larger or more complex sites will typically have both an architect and an engineering SME assessment team. Smaller or simpler buildings will have a single SME field assessor that understands all building systems.

EMG has several support staff that assist with the report and data development which include:

- Asset Management Team Leader who manages and configures the cost estimating database
- Technical Report Reviewers who review reports for accuracy and consistency
- Quality Assurance Manager for oversight of quality controls
- IT Manager who assists with data development and export



### **Pilot Program**

To begin the work EMG proposes a **Pilot Program** where we will perform an assessment of a single building and prepare a written Draft Report for review. A meeting will be held with Client staff to review the draft report before assessing the remaining buildings. The assessment team will visit the building to evaluate the general condition of the buildings and site improvements, review available construction documents in order to become familiar with, and be able to comment on the in-place construction systems, life safety, mechanical, electrical and plumbing systems, and the general built environment.

The assessment team will conduct a walk-through survey of the facility and site in order to observe systems and components, identify physical deficiencies and formulate recommendations to remedy the physical deficiencies.

- As a part of the walk-through survey, the assessment team will survey 100% of each facility. In addition, EMG will survey the exterior and grounds, including the building exterior, roofs, sidewalk/ pavement, and recreational/other areas as applicable.
- The assessment team will interview the building maintenance staff about the subject property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements.
- The assessment team will develop opinions based on their site assessment, interviews with Client's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated. The assessment team may also question others who are knowledgeable of the subject property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.
- The assessment team will review documents and information provided by Client's maintenance staff that could also aid the knowledge of the subject property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

### **Site Assessments**

The facility condition assessment will focus on the following facility systems and components:

#### **Site + Infrastructure**

- **Topography:** Observe the general topography and note any unusual or problematic features or conditions observed or reported.
- **Ingress and Egress:** Identify the major means of access and egress at the facility. Note the locations of the major means of access and egress, and note any unusual or restraining conditions observed or reported.
- **Paving, Curbing, and Parking:** Identify the material types of paving and curbing systems at the subject property.
- **Flatwork:** Identify the material flatwork at the subject property (sidewalks, plazas, patios, etc.).
- **Landscaping and Appurtenances:** Identify the material landscaping features, material types of landscaping (fences, retaining walls, etc.), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds, etc.).
- **Utilities:** Identify the type and provider of the material utilities provided to the property (water, electricity, natural gas, etc.). We will assess condition, physical deficiencies, life cycle repair, and replacement issues.

#### **Structural Frame + Building Envelope**

- Identify the material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, doors, commercial overhead doors, sliders, windows, and stairways, etc.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
- Visual inspection of observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing (Tier 1 or Tier 2).





### Wall Evaluation

- Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware, and to visually inspect exterior conditions and the condition of waterproofing seals.
- Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

### Curtain Wall – As Required

- Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; this may include observations from internal and external vantage points, as well as from adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
- Review provided drawings and records of repair, replacement, and maintenance of framing and glazing

### Roofing (Non-Invasive Visual)

- Identify the material roof systems including roof type, reported age, slope, drainage, etc. Also identify any unusual roofing conditions or rooftop equipment.
- Observe the general conditions of the roof system such as membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation, etc.
- Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or any unusual items observed or reported.
- Identify the material rooftop equipment or accessories including antennas, lightning protection, HVAC equipment, solar equipment, etc. Include any material problems reported.
- *Clarification: Walking on pitched roofs or roofs lacking built-in access are not part of this scope.*

### Plumbing

- Identify the material plumbing systems at the subject property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
- Identify the type and condition of restroom fixtures, drinking fountains and/or other miscellaneous plumbing equipment.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Include any reported material system inadequacies.

### Heating

- Identify the material heat generating systems at the subject property.
- Observe the general conditions, identify the reported age of the equipment, note past material component replacements/ upgrades, note the apparent level of maintenance, and identify if a maintenance contract is in place. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Identify and observe any special or unusual heating systems or equipment present (such as fireplaces, solar heat, etc.) and note any reported material problems or inadequacies.

### Air-Conditioning + Ventilation

- Identify the material air-conditioning and ventilation systems at the subject property. Include material equipment such as cooling towers, chillers (include type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- Identify the material distribution systems (supply and return, make-up air, exhaust, etc.) at the subject property.
- Observe the general conditions, identify the reported age of the equipment, note past material component upgrades/ replacements, note the apparent level of maintenance, and identify if a maintenance contract is in place



(and the name of the contractor). If air-conditioning and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.

- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material reported problems or system inadequacies.

#### **Electrical**

- Identify the electrical service provided and distribution system at the subject property. Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.
- Observe general electrical items such as distribution panels, type of wiring, energy management systems, emergency power, lightning protection, etc.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed. Also note the presence of any special or unusual electrical equipment, systems, or devices at the subject property, and include reported material problems or system inadequacies.

#### **Elevators + Vertical Transportation**

- Identify the vertical transportation systems at the subject property. Include the equipment manufacturer, equipment type, location, number, capacity, etc.
- Observe elevator cabs, finishes, call and communication equipment, etc.
- Identify the company that provides elevator/ escalator maintenance at the subject property. Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported including any reported material system inadequacies.
- *Out of Scope Issues: Performing any calculations, examination of operating system components such as cables, controller, motors, etc. Entering elevator/escalator pits or shafts.*

#### **Life Safety + Fire Protection**

- Identify the material life safety/fire protection systems at the subject property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
- Observe the general conditions and note any material physical deficiencies identified or any unusual items or conditions observed or reported including any reported system inadequacies.

#### **Interior Elements**

- Identify offices, special use areas and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. Additionally, EMG will identify material building amenities or special features.
- Observe the general conditions and note any physical deficiencies identified or any unusual items or conditions observed or reported.

#### **Food Service Spaces and Equipment (As Required)**

- Assess all Food Service equipment and spaces including kitchen, cafeteria, and dining and serving areas. Food service equipment (fixed equipment) will be evaluated for adherence to life/ safety code and ventilation requirements as well for condition and capital replacement.

#### **Special Systems and Equipment**

- Include all special systems and equipment, such as Emergency Medical Systems (EMC), chillers, radio towers, equipment lifts, chair lifts, chemical storage or treatment areas, storage tanks, dumbwaiters, vaults, public address systems, and telephone systems.



#### **Accessibility Compliance**

- Provide a general statement of the subject building's compliance to the Americans with Disabilities Act to help identify whether Client may be exposed to issues and whether there is the need for further review.
- We use an ADA Compliance checklist compliant with ASTM E2018-15. This review does not constitute a measured study and a more detailed ADA evaluation or transition plan is available as an additional service.
- EMG will evaluate interior and exterior elements that could present external or internal barriers to accessibility by disabled persons.

#### **Moisture Affected Materials (Mold)**

- EMG will perform a limited assessment of accessible areas for the presence of mold, conditions conducive to mold growth, and/or evidence of moisture. We will also interview project personnel regarding the presence of any known or suspected mold, elevated relative humidity, water intrusion, or mildew-like odors. Potentially affected areas will be photographed and recommendations for any additional moisture intrusion studies will be made.

#### **Environmental Features**

- EMG will review environmental features of the property, to include appearance, cleanliness, acoustics, ventilation, and humidity.

#### **Lead-based Paint**

- A review of existing testing data and other documentation regarding lead-based paint that is available onsite is included in the cost of the Facilities Condition Assessment. EMG will evaluate physical condition and will develop cost estimates for remediation of paint necessitated by pending renovations.
- EMG has the capability to provide a licensed lead-based paint inspector to conduct testing using an x-ray fluorescence analyzer at the Project as an additional service. The instrument is completely non-destructive and yields instantaneous results.

#### **Asbestos**

- A review of existing testing data and other documentation regarding asbestos that is available onsite is included in the cost of the Facilities Condition Assessment. EMG will evaluate physical condition and will develop cost estimates for remediation of asbestos likely to be disturbed by renovations.
- If asbestos testing is requested, EMG will provide a licensed asbestos inspector to collect samples of suspect asbestos-containing materials at the Project as an additional service. Scope of this sampling will be determined after review of existing data, costs will be based on daily rate plus the cost of analysis.

#### **Energy Conservation Analysis**

- As part of the analysis of all evaluated systems mentioned above, EMG will consider energy conservation savings when making repair or replace recommendations and include these projects in the project prioritization.
- EMG can provide as additional services an Energy Audit (ASHRAE Level I, II, or III) or Benchmarking (EnergyStar) services.

### **Ranking and Classification**

Based upon our observations, research and judgment, along with consulting commonly accepted empirical Expected Useful Life (EUL) tables; EMG will render our opinion as to when a system or component will most probably necessitate replacement.

Accurate historical replacement records provided by the facility manager are typically the best source for this data. Exposure to the weather elements, initial system quality and installation, extent of use, the quality and amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.



The analysis will include all cost observations be ranked by Priority Classes. **The five classes below are typical but can be altered to meet your specifications and needs:**

**Priority 1: Currently Critical** (Immediate): Requiring immediate action including a cited safety hazard and areas of accelerated deterioration, returning a building component to normal operation.

**Priority 2: Potentially Critical** (Year 1): Requiring action in the next year including components experiencing intermittent operations, potential life safety issues, and rapid deterioration, returning a building component to normal operation.

**Priority 3: Necessary – Not Yet Critical** (Years 2-3): Requiring appropriate attention to preclude predictable deterioration, potential downtime, additional damage, and higher costs to remediation if deferred further.

**Priority 4: Recommended** (Years 4-10): Representing a sensible improvement to the existing conditions (not required for the most basic function of the facility; however, will improve overall usability and/or reduce long-term maintenance costs).

**Priority 5: Does Not Meet Current Code but “Grandfathered”**: No Action required at this time but should substantial work be undertaken correction would be required.

The deficiencies observed will be classified into categories such as those below using the Uniformat System:

- Site
- Architectural
- Exterior Systems
- Exterior Finishes
- Life Safety Systems
- Heating, Ventilation and Air Conditioning Systems
- Plumbing Systems
- Electrical and Service Distribution Systems
- Special Electrical Systems
- Fire Suppression Systems
- Special Construction
- Interior Systems
- Interior Finishes
- Vertical Transportation
- Telephone infrastructure and systems
- Data Infrastructure and server rooms

## Cost Estimating

Each report will include a Capital Needs Analysis including an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The report narrative will discuss options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.

A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings. In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair, but may at Client’s option, also include project management costs, construction fees, and design fees. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects. After determining these costs, we will confirm these costs with Client’s staff.

EMG’s cost estimating database is comprised of both Whitestone Research and RS Means data, and further customized with proprietary cost tables developed by EMG, based on historical and localized actual costs. EMG maintains and updates our cost estimating system with information received from the field. Through construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows us to calculate costs based on local conditions to maintain a cost database that is typically more current than Whitestone Research and RS Means’ models.



## Report Deliverables

EMG will provide a report including a description of each of the building components and systems as described in the approach sections above. Each report is organized by building system and will include digital photos of major systems and components and of all deficiencies identified. Reports will include discussion of current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and applicable options for repair or maintenance of building components.

EMG will provide the following reports depending on the size of the buildings or campus:

- **Building Condition Report – Standard:** Each report will be generally organized by building system and will include an analysis of all building systems and components. Each report will include color digital photos of all major systems and components, and will include photos of all deficiencies identified. In addition to the description of each building component and system, each report will include an analysis of current, anticipated repairs, deficiencies, and any applicable options for repair or maintenance of building components. These deficiencies will be summarized in a capital needs analysis table included throughout each report.
- **Building Condition Report – Abridged:** For buildings less than 5,000 SF the report format in comparison with the standard will be abbreviated due to the fact that there are less major systems and conditions to observe and report on.
- **Group Building Condition Report:** This report format is for sites with multiple buildings. An overall report will represent the multiple building site, with individual building assessments contained within. In addition to the hardcopy campus report, the data collection/capital planning software allows individual building data reports to be generated.

The Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for the customization of reporting by building, by system, or by priority for repair, and a year-by-year analysis of capital needs.

### Facility Condition Index

A Facility Condition Index will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The Facility Condition Index will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

### Capital Plan

Reports will reflect a 5-10-or 20 year capital plan based on EMG's 20-year building system evaluation. The analysis will include a cost table sorted by building and system and ranked by priority for repair. Tables will allow for the customization of reporting and a year-by-year capital needs analysis. The report will include:

- A 5-10-or 20 Year Capital Plan with an Executive Summary with graphic presentation of results to provide a quick, user-friendly summary of the property's observed condition and estimated costs assigned by category. These estimated costs shall be cross-referenced to report sections where an elaboration of cost issues will be presented.
- Components observed that are exhibiting deferred maintenance issues and provide estimates for immediate and capital repair costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last five-year periods, or currently under contract. EMG shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- Recommended schedule for replacement or repairs (schedule of priorities).
- Digital photographs for the buildings including photos of deficiencies.



- General description of the property and improvements and comment generally on observed conditions.
- Critical repairs and life safety issues separately from repairs anticipated over the term of the analysis.
- Facility Condition Index (FCI) number for the building.

In addition to each building report, EMG will develop a **Program-wide Report** that includes a ranked system-wide Capital Plan for all facilities with programmatic conclusions and recommendations. The Program Report includes a brief narrative description of each facility/building component and system, and discusses the current, anticipated repairs, deficiencies, and of all buildings assessed. The Program Report analyses will include tables sorted by building system and ranked by priority for repair. The format of the tables will allow for the several perspectives of reporting by FCI, building, system, or priority for repair, and a year-by-year analysis of capital needs.

Reports are submitted as drafts, and once finalized, a program summary report is provided to include a roll-up of all prioritized capital needs across all facilities.

EMG will provide draft reports electronically via an Adobe Acrobat PDF. EMG can deliver bound hard copy final reports (per the contract requirements) and CDs with complete reports on each. All electronic copies of the report will include all text, deficiency tables, digital photos, and supporting documentation and report appendices.

### Assessment Software: AssetCALC™

EMG will utilize AssetCALC™ as its platform for all data collected on this project. AssetCALC™ is a cloud platform developed, licensed, maintained, and supported solely by EMG for our clients. **The use of this software is at your option and there are no licensing fees for this software for one (1) year.**

AssetCALC™ is a web-based SQL database platform that enables users to:

- query, edit, and analyze their facility condition data
- plan immediate and short-term repairs
- budget capital expenditures throughout the life-cycle of a building or an entire portfolio

The system unites EMG's experienced field data collection methods with advanced planning and reporting tools, construction cost libraries, location mapping (GIS) features, digital photo management, and document storage.

#### Data Development

- AssetCALC™ includes a configurable facility hierarchy and asset data architecture - this will include all of your assets grouped based on site location, asset group, and function.
- Data can be exported to an Excel, XML, or an ODBC database format compatible for upload into your CMMS, EAM, or work-order systems.

#### Features Include:

- Facility Condition Assessment access:
  - Component/system descriptions
  - Locations
  - Conditions and EUL/RUL
  - Repair and replace recommendations
  - Digital photos
- Search and Sorting Functionality
- Prioritization of maintenance projects
- UniFormat II Cost Database
- Project Budgets and Capital Plans
- Unlimited concurrent user licensing
- Secure IT platform and back-ups
- Client is the owner of data collected and residing in the database
- Online User Training and Documentation



### Reporting:

AssetCALC™ includes more than a dozen standard options for data summaries and reports:

- Facility Condition Index (FCI) Calculation Reporting
- Rank and Prioritize Capital Improvement Projects
- Deferred Maintenance Backlog
- Facility Queries (by building, priority, system, or dollar deficiency amount)
- Capital Budget Planning
- Year-by-Year Capital Needs Analysis
- 5, 10, or 20-Year Replacement Reserve Reports
- Custom 3<sup>rd</sup> party form automation available

### Screen Shots

Actual screen shots of EMG's AssetCALC™ Database and a live demo is available upon request.

## Integration with CMMS

EMG will be delivering to Client a live asset management plan that can be maintained and kept up-to-date by staff. EMG will provide training to staff on maintaining the on-going monitoring program to track facilities, work performed, re-prioritization of maintenance projects, and how to update this information in the database. The data from the FCA can be exported to Excel or ODBC Database for data migration to most CMMS or work-order systems.

## Equipment Inventory

During the assessment, each field team will be responsible for collection and storing all of the inventory and condition assessment data in an electronic format that is readily transferable to a standardized CMMS system.

EMG will collect information on the major pieces of facility equipment. Specifically, the data collection will focus on the following components:

- HVAC (level of detail for which Preventive Maintenance would be performed)
  - Heating System
    - Identify boilers, furnaces, unit heaters and major labeled equipment.
  - Ventilation System
    - Identify the major labeled equipment; exhaust hoods, fans.
  - Air Conditioning System
    - Identify the material air-conditioning components, including cooling towers, compressors, chillers, package units, roof top units, split systems and major labeled equipment. Excluded are window units, terminal units, VAV boxes, thermostatic controls.
- Electrical
  - Major panels only-for identification to track maintenance.
  - Transformers
  - Switchgear
- Equipment
  - Building Automation System,
- Plumbing
  - Pumps external to HVAC systems
  - Domestic Hot Water heaters over 80 gallons
  - Other major labeled equipment.
- Commercial Kitchen- major equipment (above approximately \$2000 value)
  - Walk-in freezer and refrigerator equipment
  - Ovens, stoves, broilers, grills
  - Reach-in refrigerators and freezers



- Dishwashers
- Fryers
- Life Safety/Security
  - High Level (system level) only-for identification to track maintenance
    - Alarm Panels
    - Emergency generators
    - Exhaust hood fire suppression
- Vertical Transportation

Where appropriate, the following data will be collected for each component:

- Date placed in service (provided by Client)
- Location data
- Manufacturer
- Model
- Serial Number

### **OPTION: Preventative Maintenance and Operations Plan**

EMG will collect make, model, and serial number information for each significant building component or piece of equipment. EMG will provide estimated costs for replacement maintenance consumable parts including belts, filters, and lubricants. This will be entered into the database along with life cycle information, condition, and replacement cost. EMG will associate preventive maintenance routines with each piece of equipment to include monthly, quarterly, and annual maintenance.

EMG will use the following resources for completing the maintenance plan:

- Original Equipment Manufacturer (OEM) recommended maintenance
- Whitestone Research standard Maintenance routines
- GSA facility management standard maintenance procedures

The plan will be in database format and will be delivered in Microsoft excel tables and can be imported into the most common CMMS systems.

EMG will prepare a preventive maintenance plan for each facility based on industry standards and Original Equipment Manufacturers' recommendations. The intent of the preventive maintenance plan will be to identify required procedures and inspections required to maintain and extend the useful life of existing equipment. EMG will consult with Client to develop equipment naming conventions and to discuss options where appropriate. The PMP will be delivered in a database or spreadsheet format and is intended to be uploaded to a CMMS or work order management system.

The following is meant to establish detail of the deliverable that EMG will provide in the Preventive Maintenance Plan.

- Inventory data collection, tagging of equipment and naming conventions will be established during the data collection phase of the project
- The inventory will obtain major component level detail.
- The deliverable for this phase of the project will include a narrative introduction, a table for each building with equipment, recommended preventive maintenance routines, frequencies and time requirements.
- EMG will develop an export of the data customized for upload into the selected Maintenance Management software system
- The preventive maintenance plan will be prepared following completion of field data collection and final entries into the database





- It is important that room numbers and locations of equipment appear on work orders so technicians can easily locate equipment. During the field data collection phase EMG will determine facility buildings, locations, and area naming convention to be used, and will establish room and facility numbers consistent with any existing Client conventions. Where no numbering exists, EMG will recommend best practices.
- During data collection phase EMG will determine Equipment nomenclature to be used (Air Handling Unit (AHU), Unit Ventilator (UV) etc.), as directed by Client.
- During the data collection and equipment inventory stage, EMG will determine equipment schemes (Groups, Classifications, and Types) to be used. Conduct a meeting with Client to review individual equipment maintenance schedules (by wing, equipment type, etc).
- During data collection phase EMG will gather and record equipment locations and types through visual, on-site, walkthrough and referencing facility documentation obtained from the Client (excludes equipment in concealed spaces, crawl spaces or other inaccessible areas)
- Develop maintenance procedures referencing manufactures' printed recommendations and/or industry standards for facility equipment.
- Maintenance procedures will include:
  - Safety Points
  - Start Up Procedures
  - Appropriate tools required
  - Time to complete maintenance
  - Industry standards time to complete each maintenance work order
  - Life expectance of equipment
  - Step-by-step procedure to complete maintenance work order
- The preventive maintenance plan will include the establishment of key performance indicators or effective maintenance including
  - Planning and Scheduling
    - Percent of planned work
    - Schedule compliance
  - Work Category
    - Percent of corrective maintenance
    - Percent of preventive maintenance
    - Percent of predictive maintenance (condition monitoring)
  - Work Type
    - Percent of routine maintenance
    - Percent of turnaround maintenance
  - Percent of maintenance capital

**Sample Identified Equipment List**

Equipment	Location	Maintenance Schedule	Model Number	Serial Number
Air Cooled Chiller	ü	ü	ü	ü
Air Cooled Condensing Unit	ü	ü	ü	ü
Packaged A/C Unit	ü	ü	ü	ü
Evaporator-Air Conditioning	ü	ü	ü	ü
Evaporative Fluid Cooler	ü	ü	ü	ü



Water Cooled Chiller	ü	ü	ü	ü
Condenser Pump	ü	ü	ü	ü
Air Handling Unit	ü	ü	ü	ü
Humidifier	ü	ü		
Boiler	ü	ü	ü	ü
Gas Fired Rooftop Unit	ü	ü	ü	ü
Rooftop Unit	ü	ü	ü	ü
Gravity Roof Ventilator	ü	ü	ü	ü
Power Roof Exhauster	ü	ü	ü	ü
Boiler	ü	ü	ü	ü
Air Compressor	ü	ü	ü	ü
Air Separator	ü	ü		
Sediment Remover	ü	ü		
Expansion Tank	ü	ü	ü	ü
Main System Pump	ü	ü	ü	ü
Sump Pump	ü	ü	ü	ü
Domestic Expansion Tank	ü	ü	ü	ü
Domestic Storage Tank	ü	ü	ü	ü
Heat Exchanger	ü	ü	ü	ü
Water Softener	ü	ü	ü	ü
Inline Exhaust Fan	ü	ü		
Ceiling Fan	ü	ü		
Constant Air Volume Unit	ü	ü		
Variable Air Volume Unit	ü	ü		
Convactor	ü	ü		
Fan Coil Unit	ü	ü		
Finned Tube Radiation	ü	ü		
Heat Pump	ü	ü		
Heat Pump Console	ü	ü		
Unit Ventilator	ü	ü		



Cabinet Unit Heater	ü	ü		
Electric Heater	ü	ü		
Unit Heater	ü	ü		
Kitchen Exhaust Hood	ü	ü	ü	ü

**OPTION: Tier 1 - Seismic and Structural Assessment**

**Structural**

Structural assessments by EMG will consist of an evaluation of the building and improvements intended to make a reasonable assessment of the present condition and to identify potential liabilities. The pricing assumes that Client will provide drawings.

- Observe the exposed and readily accessible elements of the structure without the use of scaffolds, swing stages, selective demolition or the removal of existing finishes. The purpose is to review the structure for evidence of structural distress, areas of deterioration and to identify visible potential or suspected structural problem areas. We will review typical floors, columns, beams and walls.
- We will document typical noticeable structural distress such as cracks, spalls, scaling, joint deterioration and other similar adverse conditions considered to constitute an issue of structural integrity or that are likely to cause premature deterioration.
- Develop a list of structurally deficient elements based on the field assessment.
- Develop conceptual recommendations to mitigate the identified deficiency.

**Seismic**

- Perform an initial visual assessment of the building using the ASCE-41 Tier 1 procedure to determine potential hazards. This includes:
- Field review to observe/compare the building with existing drawings per ASCE 41-13 Section 4.2
- Verify the vertical and lateral force resisting system and connections; verify the building type and record general structural conditions of the building.
- Perform ASCE 41-13 Tier 1 seismic evaluation based on the appropriate structural and non-structural checklists.

Based on the results of the ASCE 41-13 Tier 1 assessment, we will compile a list of the deficiencies identified including the accompanying calculations and provide recommendations to the district for further evaluation/retrofit needs and provide pros and cons for further evaluation as recommended by ASCE 41-13. The scope and fees proposed assume architectural structural drawings of the building will be provided to EMG.

**Recommended Asset Management Protocol**

Many governing agencies that have instituted facility condition assessment programs have set protocol to re-inspect facilities on a cycle of every 3 to 5 years or longer depending on what industry they are in. Best practice is to have your facility condition assessments updated every 5 years. We suggest that you include in your contract the option to have EMG revisit your sites on an annual basis with the goal of assessing 20% of your properties each year. This allows you strategically budget for updates without a large single expenditure every 5 years and keep your facility condition assessment program updated continually.



## Additional Services Available

---

Many of our services can be combined with our Facility Condition Assessment field mobilization. By having our assessors collect additional data while we are in the field, this can save you money on other planning and risk management endeavors you may have scheduled for in the future. These services include:

- Energy Audit – ASHRAE Level II
- ADA – Measured Study / Transition Plan
- Barcoding or QR Codes
- Space Utilization Planning
- Security Threat Assessment
- Lighting Audits
- Environmental Assessments
- Roof Coring and Testing
- Routine Preventative Maintenance Plans
- CAD Drawing Updates
- Seismic / Structural Studies
- CMMS Consultation
- Construction Monitoring (QA/QC)
- Elevator Inspections (Annual)
- Boiler and Pressure Vessel Inspections (Annual)
- Data Center Commissioning
- Plan Check / Inspections
- Project Management

## Project Management – Additional Services

After a capital plan has been approved, EMG has the expertise to help you implement a program to get priority projects planned and completed. EMG has a full-service project management division that can assist with:

- Pre-Construction Services
  - Property Inspection
  - Budgeting and Specs
  - Bidding - Review and Analysis
- Construction Phase Services
  - Scheduling
  - Contractor Management
  - QA / QC Monitoring
- Post Construction Services
  - Warranty Review
  - Punch Lists
  - Close Out



## **EMG TERMS & CONDITIONS**

1. **Billings, Payment and Credit.** The Client shall pay EMG for the Services performed in accordance with the prices set forth in the Proposal. Invoices shall be submitted in accordance with the Proposal. Payment of the EMG invoices shall be the primary, absolute and non-contingent obligation of the Client, and shall not be conditioned upon the closing of a loan transaction or any other event. PAYMENT IS DUE WITHIN 30 DAYS OF THE DATE OF THE INVOICE OR UPON THE CLOSING OF THE TRANSACTION, WHICHEVER OCCURS FIRST. Upon receipt of the initial report deliverable(s), the invoice is fully collectible. If EMG does not receive payment in full within thirty (30) calendar days of the date of the invoice, the account shall be deemed delinquent. Unpaid delinquent balances shall bear interest from the invoice date at one and one-half percent (1.5%) per month, or at the maximum lawful interest rate (whichever rate is less). If a delinquency occurs, EMG may, at its option (and without relieving the Client from its payment obligation), revoke and disclaim the Client's right to rely on any report delivered pursuant to the Proposal, until payment in full is made.

The Client shall be liable to EMG for all costs and expenses of collection, including reasonable attorney and paralegal fees, and court costs. Time is of the essence with respect to this provision. EMG's non-exercise of any rights or remedies, whether specified herein or as otherwise provided by law, shall not be deemed a waiver of any rights or remedies, nor preclude EMG from the future exercise of such rights or remedies. If a third party is accepting a Proposal as agent for the Client, such third party represents and warrants to EMG that it is duly authorized to bind the Client to the terms of the Proposal and guarantees payment for services.

2. **Right of Entry; Force Majeure.** The Client shall arrange for the right of entry to the subject property ("Site") by EMG, its agents, employees, consultants, contractors and subcontractors, for the purpose of performing all acts as may be reasonably necessary to perform the Services within the agreed scope of work. EMG may require that an authorized knowledgeable representative of the owner be present at the Site as a condition to the performance of the Services and may require that site personnel operate major building systems and equipment at the time the Services are performed. EMG's ability to comply with the schedule for performance described in the Proposal is contingent upon timely Site access. EMG shall not be responsible for damages or delays in performance caused by force majeure, acts of God, events beyond the control of EMG, or events that could not have been reasonably foreseen and prevented.
3. **Documents; Samples.** All field notes, calculations, estimates and other documents, data or information prepared by or on behalf of EMG in connection with the performance of its Service (collectively, "Documents"), shall remain the sole property of EMG. All Documents prepared by EMG for the Client with respect to any Site shall be used solely for the intended purposes described in the Proposal, and solely with respect to the subject Site. Unless otherwise agreed, EMG shall retain all Documents for three (3) years following submission of EMG's report to the Client. In its sole discretion and without prior notice to the Client, EMG may dispose of all field samples within thirty (30) calendar days after submission of EMG's report to the Client.
4. **Matters Known to Client.** The Client, itself or through the site owner, shall provide EMG with any and all information known to the Client, or suspected by the Client, which pertains to: (a) the existence or possible existence at, on, under or in the vicinity of the Site, of any hazardous materials, pollutants, lead-based paint, radon or asbestos; (b) any conditions at, on, under or in the vicinity of the Site, which might represent a potential safety hazard or danger to human health or the environment; (c) any permit, manifest, title record, or other record of compliance or non-compliance with any federal, state or local laws, or court or administrative order or decrees; (d) known or suspected deficiencies or adverse conditions associated with structures or other physical improvements on Site; or (e) modifications or changes from the original plans and specifications of Site improvements which could affect the recommendations or conclusions reached by EMG in the performance of its Services.
5. **Preliminary Findings.** Preliminary findings (often referred to as verbals) can be provided to the client in order to quickly apprise them of **preliminary** data obtained as a result of EMG's visual observations at the project site. They are not intended to be exhaustive or conclusive or to substitute for the final written report; as they do not include the information obtained from a number of other equally important and necessary elements of the complete assessment report. EMG recommends against making any decisions based upon such limited, preliminary, verbal results.
6. **WARRANTIES AND INDEMNIFICATION.** In performing the Services, EMG shall exercise the degree of skill and care ordinarily exercised by consultants in the same community and in the same time frame providing similar services for projects of comparable size, complexity, schedule and other characteristics of the Project (the "Standard of Care"). **EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, EMG MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR ANY OF ITS ORAL OR WRITTEN REPORTS. CLIENT ACKNOWLEDGES AND AGREES THAT (I) THE SERVICES MAY REQUIRE JUDGMENTS TO BE MADE BY EMG THAT ARE BASED UPON LIMITED DATA RATHER THAN UPON SCIENTIFIC CERTAINTIES; (II) EMG'S APPROACH, RECOMMENDATIONS, AND ASSOCIATED COST ESTIMATES, IF ANY, ARE BASED ON INDUSTRY PRACTICES AND AVERAGES; (III) PROFESSIONAL OPINIONS ARE RENDERED WITH RESPECT TO OBSERVATIONS MADE AND DATA OBTAINED AT THE TIME OF ASSESSMENT; AND (IV) ULTIMATE OUTCOMES COULD BE INCONSISTENT WITH THE CONCLUSIONS, RESULTS AND PROJECTIONS OF EMG.. ALL INFORMATION REGARDING OPERATIONS, PLANS, SPECIFICATIONS, CONDITIONS OR TEST DATA WHICH IS PROVIDED TO EMG BY CLIENT, OWNERS OR THIRD PARTIES (INCLUDING WITHOUT LIMITATION, ANY POINT OF CONTACT AT**



THE SITE), IS DEEMED BY EMG TO BE CORRECT AND COMPLETE WITHOUT INDEPENDENT VERIFICATION BY EMG. EMG ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF SUCH INFORMATION AND SHALL NOT BE LIABLE IF RELIANCE ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS. CLIENT SHALL RELEASE EMG FROM ANY AND ALL LIABILITIES, LOSSES, COSTS, DAMAGES, CLAIMS, OBLIGATIONS, FEES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, "LOSSES"), IF RELYING ON SUCH INFORMATION RESULTS IN INCORRECT CONCLUSIONS OR RESULTS.

7. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EMG BE LIABLE FOR LATENT OR HIDDEN CONDITIONS, CONDITIONS NOT ACTUALLY OBSERVED BY EMG WITHIN THE LIMITED SCOPE OF WORK, THE POTENTIAL CONSEQUENCES OF OBSERVABLE CONDITIONS, CONDITIONS OF WHICH CLIENT HAD KNOWLEDGE OF AT THE TIME OF THE ASSESSMENT, OR ANY UNAUTHORIZED ASSIGNMENT OF OR RELIANCE UPON THE REPORTS. THE LIABILITY OF EMG, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR TO ANY THIRD PARTY, INCLUDING ANY COMPANY AFFILIATED WITH SUCH PARTIES, OR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, SUBCONTRACTOR, SUCCESSOR, OR ASSIGN OF SUCH PARTIES, FOR ANY LOSSES, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), RELATED TO THE SERVICES, THE AGREEMENT OR OTHERWISE, SHALL NOT EXCEED AN AGGREGATE OF \$25,000.00 PER PROJECT. IN NO EVENT SHALL EMG BE LIABLE TO CLIENT FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM OR IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THE AGREEMENT, EVEN IF THE AFFECTED PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.
8. **WAIVER OF JURY TRIAL.** THE CLIENT AND EMG HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES OR THIS AGREEMENT.
9. **RELIANCE AND ASSIGNMENT.** EMG'S WRITTEN REPORT SHALL CONTAIN EMG'S STANDARD RELIANCE LANGUAGE UNLESS ALTERNATE LANGUAGE HAS BEEN PRE-APPROVED BY THE CLIENT AND EMG. IF NO PRE-APPROVED ALTERNATE LANGUAGE EXISTS, THE SERVICES, THE REPORTS AND OTHER RELATED WORK PRODUCT PROVIDED BY EMG MAY BE RELIED UPON BY THE CLIENT, ITS SUCCESSORS AND ASSIGNS WITH RESPECT TO A LOAN SECURED BY THE SUBJECT PROPERTY, AND ANY RATING AGENCY RATING, OR ANY ISSUER OR PURCHASER OF, ANY SECURITY COLLATERALIZED OR OTHERWISE BACKED BY SUCH LOAN. NO OTHER PERSON OR ENTITY MAY RELY ON THE REPORT WITHOUT THE ADVANCE WRITTEN CONSENT OF EMG, AND NO OTHER THIRD PARTY BENEFICIARIES ARE INTENDED. EXCEPT AS DESCRIBED ABOVE, THE CLIENT SHALL NOT ASSIGN THE PROPOSAL, ANY REPORT OR ANY RELATED WORK PRODUCT, WITHOUT THE PRIOR WRITTEN CONSENT OF EMG. ANY UNAUTHORIZED REUSE OR REDISTRIBUTION OF EMG'S WORK PRODUCT OR REPORTS SHALL BE AT THE CLIENT'S AND RECIPIENT'S SOLE RISK, WITHOUT LIABILITY TO EMG. CLIENT WILL HOLD EMG HARMLESS FROM ANY AND ALL LIABILITY, OBLIGATION, COST AND EXPENSE ARISING FROM OR RELATED TO ANY UNAUTHORIZED DISTRIBUTION OR USE BY CLIENT OF EMG'S WORK PRODUCT OR REPORTS. EMG SHALL NOT ASSIGN ITS OBLIGATIONS UNDER THE PROPOSAL; HOWEVER, EMG MAY EMPLOY, BY SUBCONTRACT, SUITABLY TRAINED PERSONS OR ENTITIES ACCEPTABLE TO EMG TO PERFORM THE SERVICES.
10. **Confidentiality.** EMG shall not disclose information regarding the Proposal, the Services or any Documents, except to the Client, employees, consultants, subcontractors, or other persons engaged by EMG to perform the Services, third parties designated by the Client (subject to the reliance limitations described herein), or as required by law. Notwithstanding the terms of this Section, EMG shall comply with all judicial orders, government directives, and laws, regulations and ordinances, regarding the reporting to appropriate public agencies of potential dangers to public health, safety or the environment.
11. **Miscellaneous.** EMG is an independent contractor of Client, and not Client's agent, employee or partner. The Agreement shall be governed by the laws of the State of Maryland and the parties irrevocably consent to the jurisdiction of the courts of the State of Maryland and of the United States District Court for the District of Maryland, if a basis for federal jurisdiction exists. In the event a dispute relating to an EMG report results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred by EMG in the defense of the claim, including reasonable attorney's fees. Each provision of the Agreement shall be considered separable, and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not affect those portions of this Agreement that are valid. This Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Services to be provided pursuant to this Agreement. The provisions of the Agreement may only be modified by a written instrument signed by an authorized representative of each party.



**PROJECT AUTHORIZATION**

To contract with EMG for this project, please review and edit the information below, sign, and return the entire agreement to EMG.

**Client Contact & Report Addressee:**

**Address:** Mr. Mike Bisset  
City of McMinnville  
231 NE Fifth Street  
McMinnville, Oregon 97128  
**Phone:** (503) 434-7312  
**Email:** mike.bisset@mcminnvilleoregon.gov

**Report & Invoice Recipient:**

Mr. Mike Bisset  
City of McMinnville  
231 NE Fifth Street  
McMinnville, Oregon 97128

**Project Information:**

**Property Name:** Various  
**City/County:** McMinnville

**Address:** Various  
**State/Zip:** Oregon 97128

**Building Information:**

**Type of Project:** Municipal  
**Square Feet:** 42,482 (Water/Light)

**Buildings:** 57 (25 Sites – City) + 4 Sites  
**Square Feet:** 369,533 (City)

**Proposed Service(s) & Fee(s)**

Service(s)	Lump Sum Fee(s)	Initial
Facility Condition Assessment with Asset Inventory	\$ 84,500.00	
Option 1: Preventive Maintenance Plan	\$ 3,700.00	
Option 2: Tier 1 Seismic Analysis –\$5500.00 X 3	\$ 16,500.00	
<b>McMinnville Water &amp; Light</b>		
Facility Condition Assessment	\$ 7,100.00	
Option 1: Tier 1 Seismic Analysis –\$5500.00 X 3 – (exception - Pole Shed)	\$ 16,500.00	

**Report Delivery Date:** 45 business days from receipt of signed “Project Authorization” to proceed and mobilization fee, if required.

# of Reports	Report Type	Delivery Method
25 + 4	Draft	Email full report (pdf file)
25 + 4	Final	Email full report (pdf file)

**Site Point of Contact:** (the POC shall be deemed an agent of the client for providing access and conveying site data)

POC:	POC Phone:
POC E-mail:	POC Cell:

I have read and verified the accuracy of the information set forth above, and in Proposal No. 132218.18P, including the legal name of the Client. I hereby certify that I am an employee authorized to sign this contract on behalf of the Client, and by my signature below I hereby accept the Proposal, as addressed to my company, including the attached Terms and Conditions, and authorize EMG to proceed with the Services as described. Should any project information change, I understand that additional fees may accrue and the due date may be extended.

\_\_\_\_\_  
**Authorized Signature** (Printed Name) Phone #

\_\_\_\_\_  
**Company Name** Title Date



**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:** August 28, 2018  
**TO:** Jeff Towery, City Manager  
**FROM:** Mike Bisset, Community Development Director  
**SUBJECT:** Easement release

### Report in Brief:

This action is the consideration of a resolution to release an existing, unneeded power line easement encumbering McMinnville Plaza (taxlot R4415BB 00100).

### Discussion:

On November 27, 2001, the City Council adopted Ordinance 4755 releasing utility and sidewalk easements previously created via the vacation of 27<sup>th</sup> Street (Ordinance 4691). As part of the Ordinance 4755, a 16' wide power line easement was retained on the property to accommodate overhead power lines (see area map below).





McMinnville Water & Light has since relocated their overhead facilities, and the power line easement is no longer needed.

The owner of McMinnville Plaza has asked that the City release the unneeded power line easement, so that area of their property could be developed. McMinnville Water & Light has indicated that they concur with the proposal to release the easement.

**Attachments:**

1. Resolution w/ exhibits
2. Ordinances 4755 & 4691
3. MWL approval of release

**Fiscal Impact:**

None.

**Recommendation:**

Staff recommends the City Council adopt the attached resolution releasing an existing, unneeded power line easement encumbering McMinnville Plaza (taxlot R4415BB 00100).

**EASEMENT RELEASE**

RESOLUTION NO. 2018-49

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

RECITALS:

The purpose of this conveyance is to release a portion of the existing 16' wide power line easement created by City Ordinance 4755; and described and shown in the attached Exhibits A & B.

The easement area is not needed for power line purposes and the release of the easement area will allow for the efficient development of the subject property.

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

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

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of August 2018 by the following votes:

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

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

Approved this 28th day of August 2018.

\_\_\_\_\_  
MAYOR

Approved as to form:

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

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

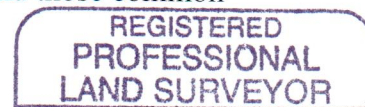
**EXHIBIT "A"**  
**EXISTING POWER LINE EASEMENT VACATION**  
**ADJUSTED PARCEL IV**  
**INSTRUMENT NO. 200117978**  
**CITY OF MCMINNVILLE, OREGON**

A tract of land located in northwest one-quarter (NW 1/4) of Section 15, Township 4 South, Range 4 West of the Willamette Meridian, City of McMinnville, Yamhill County, Oregon and being a portion the Adjusted Parcel IV recorded in Instrument No. 200117978 and also being described as Parcel 4 of Special Warranty Deed recorded in Instrument No. 201802669 in the Yamhill County Official Records as shown on the attached Exhibit "B" and being fully described as follows:

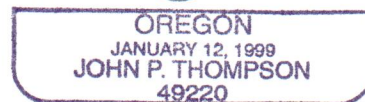
Commencing at the northwest of Lot 1 the McMinnville Plaza Plat recorded in Cabinet A, Slide 233, Record of Town Plats in the Yamhill County Clerk's Office, said point also being the most westerly corner of said Adjusted Parcel IV, said point also being located on the southerly right-of-way of State Highway 99 West; thence along the boundary of said Adjusted Parcel IV North 51°15'32" East 49.38 feet to the southwest corner of the 16 foot wide power line easement described in Exhibit "C" of Ordinance No. 4775 recorded in Instrument No. 200201583 of the Official Yamhill County Records, also being northwest corner of the 27th Street right-of-way vacated per said Ordinance, and the TRUE POINT OF BEGINNING; thence North 75°12'36" East 25.61 feet; thence North 71°43'10" East 5.67 feet to the northwest corner of said power line easement; thence along the northerly boundary of said power line easement South 74°38'43" East 145.27 feet to the northeast corner of said power line easement, said point also being located on the easterly boundary of said Adjustment Parcel IV; thence along said Parcel boundary 4.43 feet along arc of a non-tangent curve to the right with a radius of 82.00 feet (long chord of which bears of South 17°48'10" East with a chord distance of 4.43 feet); thence South 16°15'24" East 14.43 feet to the southeast corner of said power line easement, said point also being the northeast corner of said vacated 27th Street right-of-way; thence along said southerly boundary of said power line easement and the northerly boundary of said vacated 27th Street right-of-way North 74°38'43" West 182.13 feet to the southwest corner of power line easement, said point also being the northwest said vacated 27th Street right-of-way and the TRUE POINT OF BEGINNING.

Tract contains 2615.7 square feet (0.060 acres) more or less.

Subject to: All easements, restrictions and right-of-ways of record and those common and apparent on the land.



A handwritten signature in blue ink, appearing to read "John P. Thompson".



RENEWS: 06-30-20 20

John Thompson & Associates, Inc.

P.O. Box 683 Bend, Oregon 97709

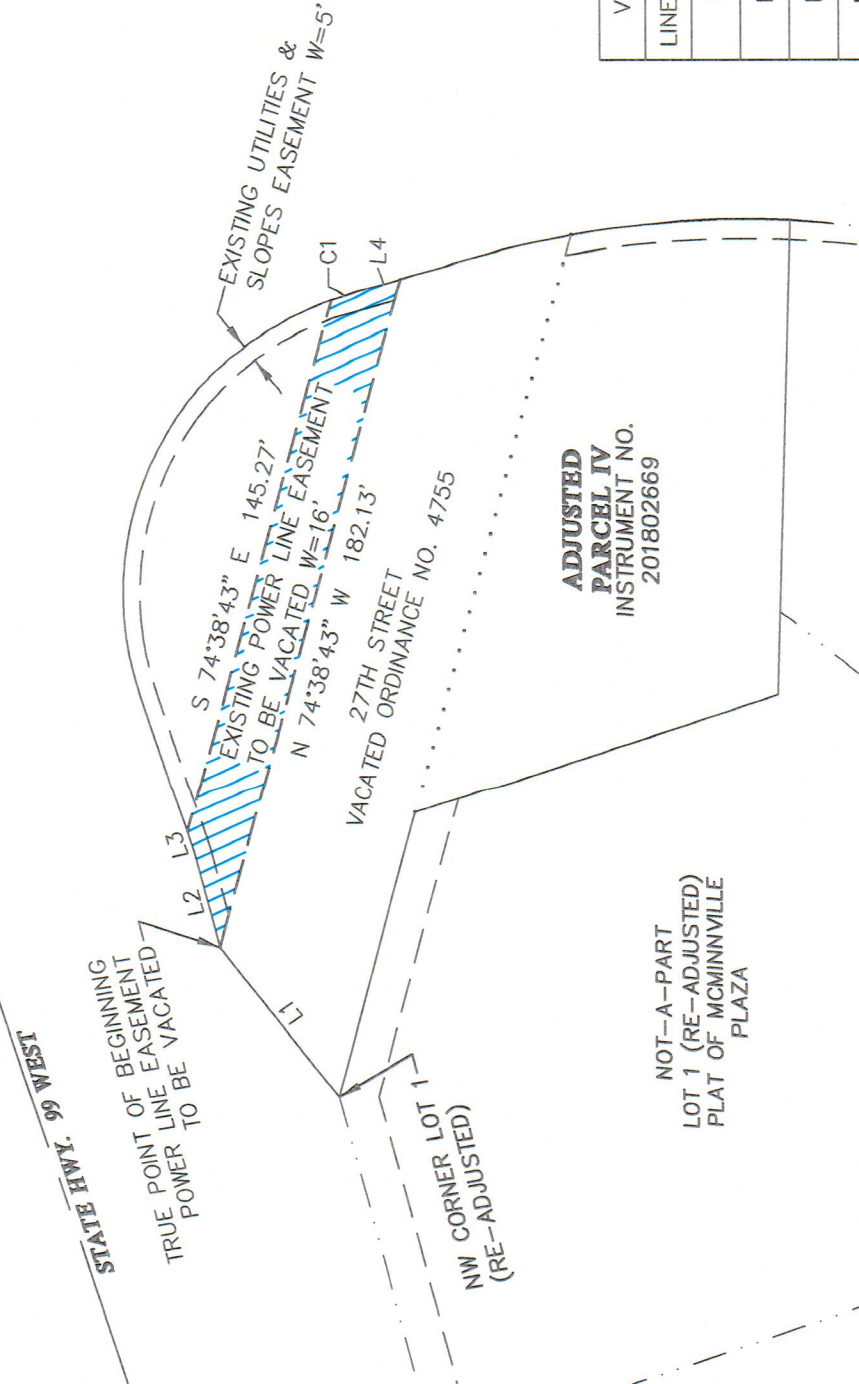
(541) 312-9421

8/13/2018

**EXHIBIT "B" EXISTING POWER LINE EASEMENT VACATION  
BEING A PORTION OF ADJUSTED PARCEL IV  
LOCATED IN THE NORTHWEST 1/4 SECTION 15  
TOWNSHIP 4 SOUTH, RANGE 4 WEST, W.M.  
CITY OF MCMINNVILLE, YAMHILL COUNTY, OREGON**



**NORTH**  
SCALE: 1"=50'



08-13-2018

**REGISTERED  
PROFESSIONAL  
LAND SURVEYOR**

OREGON  
JANUARY 12, 1999  
**JOHN P. THOMPSON**  
49220

RENEWS 06-30-2020

VACATED EASEMENT LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N51°15'32"E	49.38'
L2	N75°12'36"E	25.61'
L3	N71°43'10"E	5.67'
L4	S16°15'24"E	14.43'

VACATED EASEMENT CURVE TABLE					
CURVE NO.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	4.43'	82.00'	3°05'49"	S17°48'10"E	4.43'

**JOHN THOMPSON & ASSOCIATES, INC.**  
P.O. BOX 683 BEND, OREGON 97709 (541)312-9421

**Mike Bisset**

---

**From:** Ryan Timm [RT@mc-power.com]  
**Sent:** Wednesday, August 15, 2018 5:11 PM  
**To:** Mike Bisset  
**Cc:** 'Darren Dickerhoof'; Steve L.Wendell; John Thompson  
**Subject:** RE: McMinnville Plaza - corner area easements (FINAL Descriptions and Exhibits)

Go for it!

Thank you,

Ryan Timm  
McMinnville Water & Light  
PO Box 638  
503-472-6919 x 3

---

**From:** Mike Bisset <Mike.Bisset@mcminnvilleoregon.gov>  
**Sent:** Wednesday, August 15, 2018 4:19 PM  
**To:** Ryan Timm <RT@mc-power.com>  
**Cc:** 'Darren Dickerhoof' <darren@dickerhoof.com>; Steve L.Wendell <SLW@mc-power.com>; John Thompson <jpt@jtasurvey.com>  
**Subject:** RE: McMinnville Plaza - corner area easements (FINAL Descriptions and Exhibits)

Hi Ryan – Please let me know when MWL is okay with the City proceeding with the release of the existing power easement bisecting the property, and I'll then advance the issue to the City Council. Thanks....mb

---

ORDINANCE NO. 4755

AN ORDINANCE AUTHORIZING THE RELEASE OF THOSE CERTAIN EASEMENTS located in the Northwest ¼ of Section 15, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, and being across and adjacent to Lot 1 of McMinnville Plaza, located in the City of McMinnville, Yamhill County, Oregon.

RECITALS:

The purpose of this conveyance is to release certain Public Utility and Sidewalk Easements granted to the City of McMinnville in 1985, and a Public Utility Easement retained by the City of McMinnville in 1999; and

The owners of the combined premises have requested this action to allow for construction of a new commercial structure on the above property. After review, The City of McMinnville has determined that there will be no difficulty encountered since the City has relocated Lafayette Avenue and removed that portion of NE 27<sup>th</sup> Street; and now, therefore,

THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

Section 1. That the City of McMinnville does hereby release that portion of that Public Utility Easement located in Lot 1, McMinnville Plaza and recorded in the Yamhill County Oregon Book of Plats A-233, on September 16, 1985, a description which is attached hereto as Exhibit "A" and incorporated herein by this reference; and that portion of that Sidewalk Easement located in said Lot 1 of McMinnville Plaza, a description which is attached hereto as Exhibit "B" and incorporated herein by this reference.

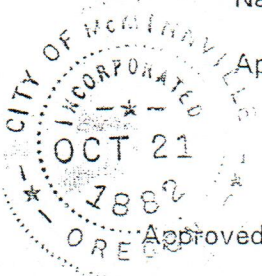
Section 2. That the City of McMinnville does hereby release a portion of that Public Utilities Easement retained by the vacation of a portion of 27<sup>th</sup> Street, by City of McMinnville Ordinance No. 4691, recorded in Instrument 199907313, Yamhill County Deed Records (except that portion by description which is attached hereto as Exhibit "C" and incorporated herein by this reference.))

Passed by the Council this 27th day of November 2001 by the following votes:

Ayes: Aleman, Hansen, Olson, Payne, Rabe, Windle

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

Approved this 27th day of November 2001.



Approved as to form:

*[Signature]*

CITY ATTORNEY

*[Signature: Edward J. Hornley]*  
MAYOR

After Recording  
Returned to: City of McMinnville  
230 NE 2nd Street  
McMinnville, OR 97128

OFFICIAL YAMHILL COUNTY RECORDS  
CHARLES STERN, COUNTY CLERK



\$41.00

200201583 10:02:52 AM 1/23/2002  
DMR-EDMR Cnt=1 Stn=3 SUSAN  
\$20.00 \$10.00 \$11.00

## EXHIBIT "A"

A portion of that 10 foot wide public easement created by the plat of MCMINNVILLE PLAZA, a duly recorded subdivision in the northwest quarter of Section 15, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, and being an easement along the southerly margin of 27 Avenue (now vacated) and being across New Adjusted Parcel IV of that tract of land from FADCO SPE, LLC. to FADCO SPE, LLC. and recorded in Instrument No. 2001-17978, Yamhill County Deed Records, being more particularly described as follows:

Beginning at the westerly most northwest corner of said New Adjusted Parcel IV, said point being on the southerly margin of State Highway 99 West; thence South  $74^{\circ}38'43''$  East 76.60 feet to an angle point in said New Adjusted Parcel IV and the TRUE POINT OF BEGINNING; thence South  $18^{\circ}19'03''$  East 12.01 feet along the west line of said New Adjusted Parcel IV to the southerly margin of said 10 foot wide public utility easement; thence South  $74^{\circ}38'43''$  East 155.19 feet along said southerly margin of 10 wide easement to a point on the east line of said New Adjusted Parcel IV, said point being on the westerly margin of the Re-aligned Lafayette Avenue and being a point on a curve having a radius of 257.00 feet and being concave to the west; thence Northerly 10.97 feet along said curve (Chord= North  $8^{\circ}56'41''$  West 10.97 feet) to the north margin of said 10 foot wide public utility easement; thence North  $74^{\circ}38'43''$  West 157.34 feet along the north margin of said 10 wide public utility easement to the POINT OF BEGINNING.

## EXHIBIT "B"

A portion of that 2 foot wide sidewalk easement created by the plat of MCMINNVILLE PLAZA, a duly recorded subdivision in the northwest quarter of Section 15, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, and being an easement along the southerly margin of 27 Avenue (now vacated) and being across New Adjusted Parcel IV of that tract of land from FADCO SPE, LLC. to FADCO SPE, LLC. and recorded in Instrument No. 2001-17978, Yamhill County Deed Records, being more particularly described as follows:

Beginning at the westerly most northwest corner of said New Adjusted Parcel IV, said point being on the southerly margin of State Highway 99 West; thence South  $74^{\circ}38'43''$  East 76.60 feet to an angle point in said New Adjusted Parcel IV and the TRUE POINT OF BEGINNING; thence South  $18^{\circ}19'03''$  East 2.40 feet along the west line of said New Adjusted Parcel IV to the southerly margin of said 2 foot wide sidewalk easement; thence South  $74^{\circ}38'43''$  East 156.95 feet along said southerly margin of 2 foot wide sidewalk easement to a point on the east line of said New Adjusted Parcel IV, said point being on the westerly margin of the Re-aligned Lafayette Avenue and being a point on a curve having a radius of 257.00 feet and being concave to the west; thence Northerly 2.21 feet along said curve (Chord= North  $9^{\circ}55'17''$  West 2.21 feet) to the north margin of said 2 foot wide sidewalk easement; thence North  $74^{\circ}38'43''$  West 157.34 feet along the north margin of said 2 foot wide sidewalk easement to the POINT OF BEGINNING.



(( EXHIBIT "C" ))

A 16 foot wide power line easement in the northwest quarter of Section 15, Township 4 South, Range 4 West, Willamette Meridian, Yamhill County, Oregon, and being across New Adjusted Parcel IV of that tract of land from FADCO SPE, LLC. to FADCO SPE, LLC. and recorded in Instrument No. 2001-17978, Yamhill County Deed Records; being more particularly described as follows:

Beginning at the westerly most northwest corner of said New Adjusted Parcel IV, said point being on the southerly margin of State Highway 99 West; thence North  $51^{\circ}15'32''$  East 49.38 feet to an angle point in the west line of said FADCO SPE, LLC. tract, said point being the northwest corner of that portion of 27th Avenue that was vacated in Instrument No. 1999-07313, and the TRUE POINT OF BEGINNING; thence South  $51^{\circ}15'32''$  West 6.46 feet along the east line of said New Adjusted Parcel IV; thence South  $74^{\circ}42'25''$  East 189.00 feet to a point on the east line of said New Adjusted Parcel IV, said point being on the westerly margin of the Re-aligned Lafayette Avenue; thence North  $16^{\circ}05'20''$  West 5.89 feet to an angle point in the east line of said New Adjusted Parcel IV, said point being the northeast corner of said vacated 27th Avenue; thence North  $16^{\circ}15'24''$  West 12.88 feet along the east line of said New Adjusted Parcel IV; thence North  $74^{\circ}42'25''$  West 156.79 feet, parallel with and 16 feet northerly of the south margin of this easement, to a point on the westerly line of said New Adjusted Parcel IV; thence South  $75^{\circ}12'36''$  West 21.50 feet to the TRUE POINT OF BEGINNING.

After Recording,  
return to:

City of McMinnville  
230 NE Second Street  
McMinnville OR 97128

ORDINANCE NO. 4691

An Ordinance vacating the following described area:

That portion of NE 27th Street from the realignment of Lafayette Avenue to Highway 99W (RV 1-99)

RECITALS:

On the 9th day of February 1999, at a regular meeting thereof, the Council of the City of McMinnville, Oregon, adopted Resolution No. 1999-5 initiating proceedings for the purpose of vacating the above-described area (RV 1-99).

Said resolution was reviewed and thoroughly discussed at the meeting upon which action thereon was taken and which constituted the initiation of such vacation proceedings.

By said resolution the Council of the City of McMinnville, Oregon, set and fixed the 9th day of March 1999, at 7:30 p.m. in the McMinnville School District Board Room at 1500 NE Baker Street in the City of McMinnville, as the time and place for hearing said vacation of the area described above and objections thereto, if any.

Pursuant to said resolution, the Recorder gave notice of such hearing by publication of a notice thereof in the News Register, the City's official newspaper, once each week for two consecutive weeks prior to the date of said hearing, to wit: February 23 and March 2, 1999, as more particularly shown by the proof of publication on file in the Recorder's office, which notice described said area.

Pursuant to said resolution, the Recorder of the City of McMinnville, Oregon gave notice of such hearing by causing to be posted within five days after the date of said publication at or near each end of said vacation a copy of said notice which was headed: "Notice of Street Vacation", and which notice was caused to be posted by the Recorder in at least two conspicuous places in such proposed vacation described above, all of which more fully appears from the affidavit of posting on file in the Recorder's office.

The Recorder has filed in her office a certificate showing that all City liens and taxes have been paid on said area above described to be vacated.

The 9th day of March 1999, at 7:30 p.m., in the McMinnville School District Board Room in the City of McMinnville, the public hearing regarding said matter came on regularly to be heard at 7:30 p.m.; any objections filed against said proposed vacation have been considered; and the Council has been fully advised in regard to the subject matter of this hearing.

Recorded in Official Yamhill County Records  
CHARLES STERN, COUNTY CLERK



80.00

00003611199907313004

199907313

9:58:05 AM 04/09/1999

PR VACPR 1 - 1 TONYA

20.00 50.00 10.00  
74

1/4

It appears to the Council and the Council finds that the public interest will not be prejudiced by the vacation of said area above described and it should be vacated; now, therefore,

THE CITY OF McMinnville ORDAINS AS FOLLOWS:

1. That that portion of NE 27th Street in the City of McMinnville lying from the realignment of Lafayette Avenue to Highway 99W, and more fully described in the attached Exhibit "A", be and the same is hereby fully, finally, completely, and forever vacated and the title to said property shall attach to the abutting lots and lands bordering the same, subject to the following condition:


(a) That the City of McMinnville retains public utility easements over the vacated right-of-way for the maintenance of existing utilities and construction of new public utilities.

Passed by the Council this 9th day of March 1999 by the following votes:

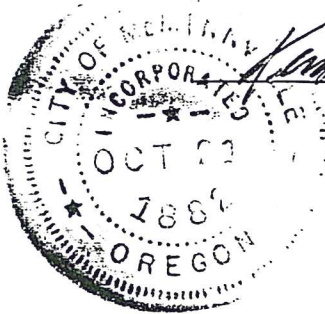

Ayes: Aleman, Hughes, Kirchner, Payne, Rabe, Windle

Nays \_\_\_\_\_

Approved this 9th day of March 1999.

  
MAYOR

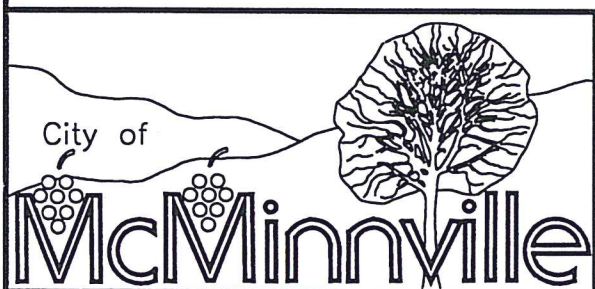
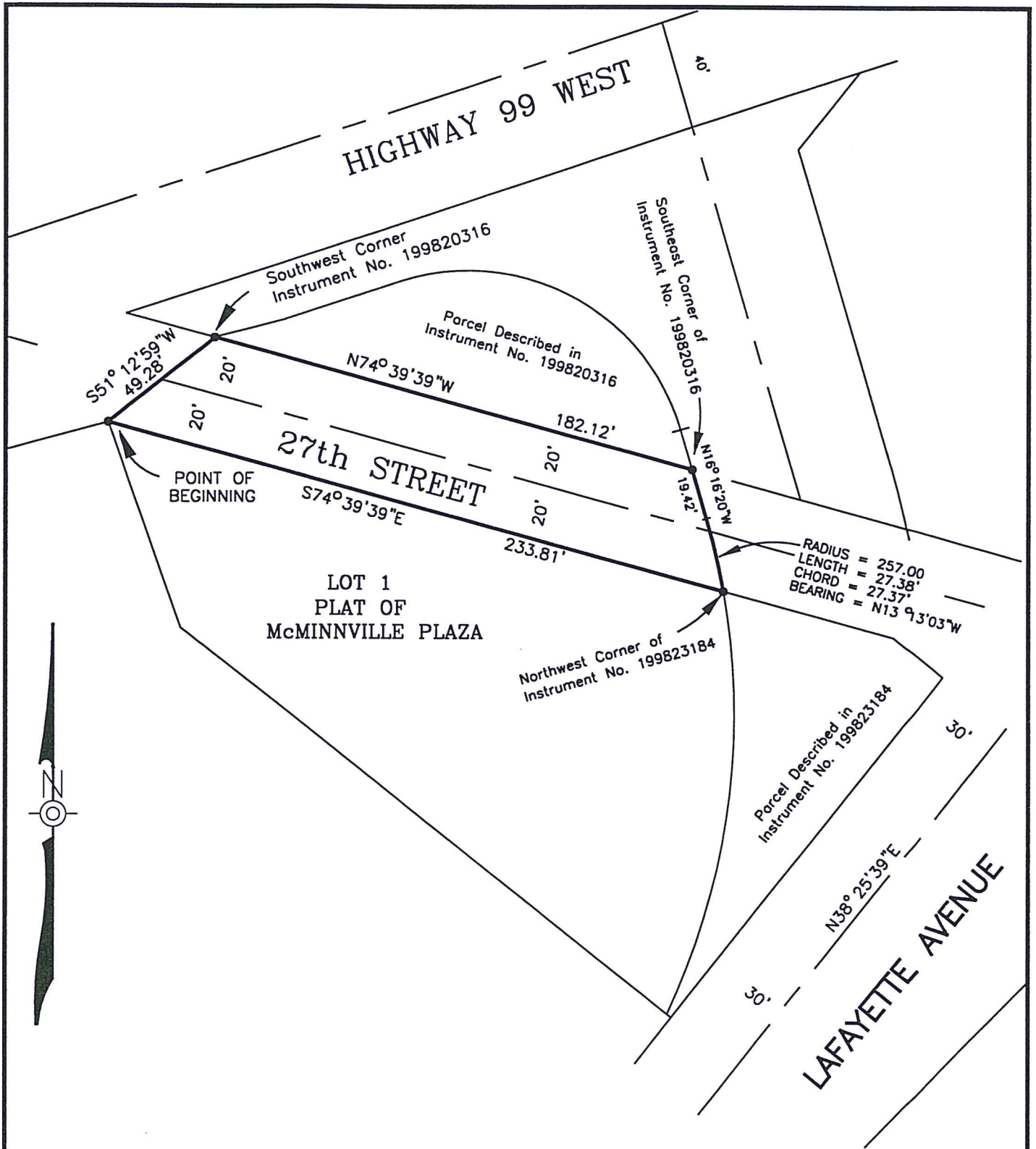
Attest:

  
  
RECORDER *PTO-TCM*

**EXHIBIT "A"**

A TRACT OF LAND LOCATED IN THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 4 WEST, WILLAMETTE MERIDIAN, CITY OF McMinnville, YAMHILL COUNTY, OREGON AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the most northerly corner of Lot 1 of the Plat of McMinnville Plaza, said point being on the south right of way line of Highway 99 West, said right of way being of variable width, and on the southwesterly right of way line of 27th Street, 20 feet from the centerline thereof, measured perpendicular thereto as depicted on said plat; thence following the boundary of said Lot 1 South  $74^{\circ}39'39''$  East, along said southerly right of way line a distance of 233.81 feet to the Northwest corner of that parcel of land deeded to the City of McMinnville November 23, 1998 by Instrument No. 199823184, Deed Records of Yamhill County, Oregon; thence leaving said right of way line 27.38 feet along the arc of a 257.00 foot radius curve concave to the northwest, said curve having a chord bearing of North  $13^{\circ}13'03''$  West, with a distance of 27.38 feet; thence North  $16^{\circ}06'16''$  West a distance of 19.42 feet to the northerly right of way line of 27th Street, said point also being the Southeast corner of that parcel of land in deed recorded October 16, 1998 by Instrument No. 199820316, Deed Records of Yamhill County, Oregon; thence North  $74^{\circ}39'39''$  West along said northerly right of way line a distance of 182.12' feet to the southwest corner of said Instrument No. 199820316, said point being on the southerly right of way line of Highway 99 West; thence South  $51^{\circ}12'59''$  West a distance of 49.28 feet to the place of beginning



<b>LAFAYETTE CROSSING</b>	
<b>EXHIBIT MAP "B"</b>	
DATE:	SCALE:
DECEMBER 1998	1"=50'

4/2



**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:** August 28, 2018  
**TO:** Jeff Towery, City Manager  
**FROM:** Mike Bisset, Community Development Director  
**SUBJECT:** Easement release

**Report in Brief:**

This action is the consideration of a resolution to release an existing, undeveloped public walkway easement encumbering 1405 NE First Street (taxlot R4421DB 01400).

**Discussion:**

On June 3, 1975, the City Council adopted Ordinance 3748 vacating Newby Street from Fourth to First Street. As part of the Ordinance 3748, a 10' public walkway easement was retained to allow for the creation of a mid-block walkway between the end of NE 2<sup>nd</sup> Ct. and NE 1<sup>st</sup> St. (see area map below).



10' walkway easement area to be released

The walkway was never developed, and the existing improvements on the lots at the end of NE 2<sup>nd</sup> Ct. preclude the addition of a walkway connection. The owner of 1405 NE First Street has expressed concerns re: their ability to control access to their property, and their potential liability if someone causes property damage or gets hurt within the easement area. The release of the undeveloped public walkway easement on their property will address those concerns.

Notice of the Council's consideration of the easement release at their August 28<sup>th</sup> meeting was provided to area residents (see attached notice and notification area map).

**Attachments:**

1. Resolution w/ exhibits
2. Ordinances 3748
3. Public meeting notice and notification area map

**Fiscal Impact:**

None.

**Recommendation:**

Staff recommends the City Council, upon consideration of any public testimony, adopt the attached resolution releasing an existing, undeveloped public walkway easement encumbering 1405 NE First Street (taxlot R4421DB 01400).

**EASEMENT RELEASE**

RESOLUTION NO. 2018-50

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

RECITALS:

The purpose of this conveyance is to release a portion of the 10' wide public walkway easement created by City Ordinance 3748; and described and shown in the attached Exhibits A & B.

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

- 1. That the City of McMinnville does hereby release the existing, unneeded public walkway easement described herein.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of August 2018 by the following votes:

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

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

Approved this 28th day of August 2018.

\_\_\_\_\_  
MAYOR

Approved as to form:

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

**After Recording**

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



Leland MacDonald & Assoc., LLC  
Land Surveyors  
3765 Riverside Drive  
McMinnville, OR 97128  
Phone: 472-7904  
Fax: 472-0367



EXHIBIT "A"

31 July 2018

Description of Real Property for: City of McMinnville & Shelly Shilhanek: 10' Walkway Easement to be Vacated.

A tract of land located in the Southeast 1/4 of Section 21, Township 4 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, the perimeter of which being more particularly described as follows:

Commencing at an iron pipe on the north margin of First Street on the east line of Vacated Newby Street, as described in City of McMinnville Ordinance No. 3748, recorded in Film Volume 106, Page 1701 dated May 6, 1975, Deed Records of Yamhill County; thence North 89°58'08" West 25.00 feet along said north margin to the POINT OF BEGINNING; thence North 00°05'30" West 99.94 feet to a point on the north line of that tract of land described in deed from Leo Sc Schroeder and Alma Schroeder to the City of McMinnville, from which point an iron pipe marking the southwest corner of the re-subdivision of Carinya Addition, recorded June 30, 1976, Yamhill County Survey Records bears North 89°58'23" East 0.23 feet; thence South 89°58'23" West 10.00 feet; thence South 00°05'30 East 99.92 feet to a point on said north margin; thence South 89°58'08" East 10.00 feet to the POINT OF BEGINNING, as shown on a map attached hereto and made a part thereof, containing 999 square feet, more or less.

End of Description

From: City of McMinnville

Exhibit "B"

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



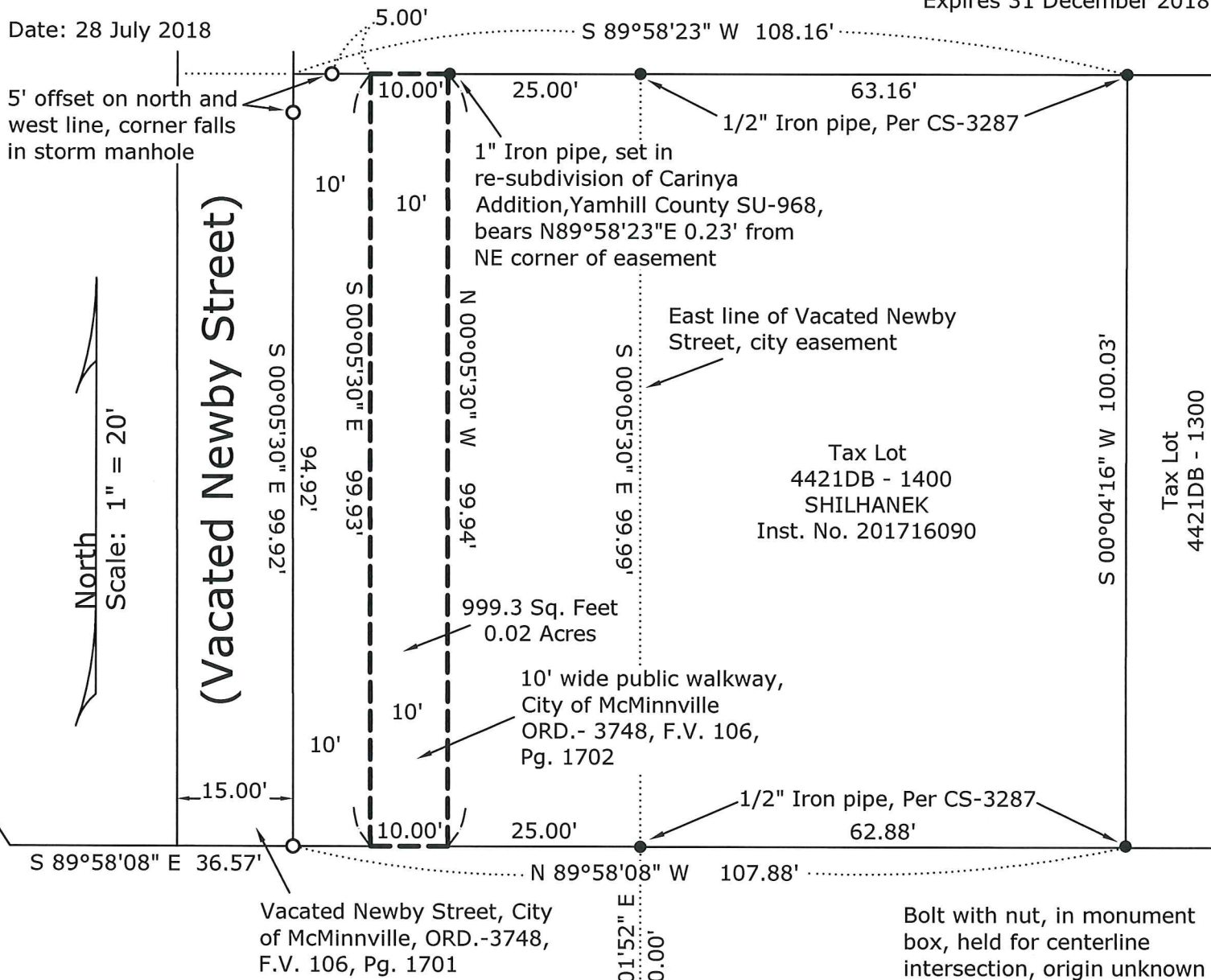
OREGON  
January 16, 2002  
LELAND A. MACDONALD  
53226

To: Shelly Shilhanek

Location: SE 1/4 Section 21 T. 4 S., R. 4 W., WM.,  
City of McMinnville  
Yamhill County, OR  
Tax Lot: 4421DB - 1400

Expires 31 December 2018

Date: 28 July 2018



### Legend

- = monument found, flush to 0.2' down, in good condition unless otherwise stated. Origin stated if known.
- = 5/8" iron rod with yellow plastic cap marked "L. MACDONALD & ASSOC., LLC" Per CS-13398
- = Easement

By : Leland MacDonald & Assoc., LLC  
Formerly dba Matt Dunckel & Assoc.  
3765 Riverside Drive  
McMinnville, Oregon 97128  
Phone : 503-472-7904  
Fax: 503-472-0367  
Email: lee@macdonaldsurveying.com

ORDINANCE NO. 3748

An Ordinance vacating Newby Street from Fourth to First Street, and a portion of Second Street between Blocks 3 and 4, Carinya Addition to McMinnville, Yamhill County, Oregon.

WHEREAS, on the 6th day of May, 1975, at a regular meeting thereof, the Council of the City of McMinnville, Oregon, adopted a resolution initiating proceedings for the purpose of vacating said portions of these streets; and

WHEREAS, said resolution was spread at length upon the minutes of the meeting upon which action thereon was taken and which constituted the initiation of such vacation proceedings; and

WHEREAS, by said resolution the Council of the City of McMinnville, Oregon, set and fixed the 3d day of June, 1975, at 8:15 o'clock p.m. in the Council Chambers in the City Hall of the City of McMinnville, Oregon, as the time and place for hearing said vacation of portions of these streets as described above and objections thereto, if any; and

WHEREAS, pursuant to said resolution, the Recorder gave notice of such hearing by publication of a notice thereof in the News Register, the City's official newspaper once each week for four consecutive weeks prior to the date of said hearing, to wit: May 9, May 16, May 21, and May 28, 1975, as more particularly shown by the proof of publication on file in the Recorder's office, which notice described said portions of said streets; and

WHEREAS, pursuant to said resolution, the Recorder of the City of McMinnville, Oregon, gave notice of such hearing by posting within five days after the date of said publication at or near each end of said vacation a copy of said notice which was headed: "Notice of Street Vacation," and which notice was posted by the Recorder in at least two conspicuous places in such proposed vacation described above, all of which more fully appears from the affidavit of posting on file in the Recorder's office; and

WHEREAS, on the 3d day of June, 1975, at 8:15 o'clock p.m. in the Council Chambers in the City Hall, said matter came on regularly to be heard and no objections having been filed against said proposed vacation and no persons appearing objecting to said vacation, and the Council having been fully advised in the premises; and

WHEREAS, the Recorder has filed in her office a certificate showing that all City liens and taxes have been paid on said portion of those streets above described to be vacated; and

WHEREAS, it appears to the Council and the Council finds that the public interest will not be prejudiced by the vacation of the said portions of these streets above described and should be vacated; now, therefore,

THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

Section 1. That certain streets in the City of McMinnville, described as follows:

- (a) Newby Street a 60 foot street bounded by the North line of Third Street, by the South line of Fourth Street, East line of Block 4, Cook's Park Addition to McMinnville and West line of Block 2, Carinya Addition to McMinnville.
- (b) Newby Street a 60 foot street bounded by the North line of Second Street, by the South line of Third Street, East line of Block 5, Cook's Park Addition to McMinnville and West line of Block 3, Carinya Addition to McMinnville.

Subject to: 10.0 foot wide perpetual sanitary sewer easements lying 5.0 feet on each side of the existing sanitary sewer lines.

- (c) Newby Street a 60 foot street bounded by the North line of Second Street, by the North line of First Street, East line of Block 6, Cook's Park Addition to McMinnville and West line of Block 4, Carinya Addition to McMinnville.

Subject to: A perpetual, nonexclusive easement to a 10.0 foot wide strip, for a mid-block walkway, and lying 5.0 feet on each side of the following described centerline: Beginning at the intersection of Newby Street centerline and the North boundary of First Street; thence northerly along the centerline of Newby to the intersection of Newby and Second Streets centerlines; thence easterly along Second Street centerline 30 feet to the East line of Newby Street.

ALSO SUBJECT TO: a perpetual easement reserved to the City of McMinnville, its successor or assigns, for existing sewers and future overhead and underground power lines and conduits and sewers and covering the entire 60 feet of width and for the entire length described for vacation of this portion of Newby Street.

- (d) Second Street a 60 foot Street bounded by the East line of Newby Street, the east boundary of Lot 6, Block 3, Carinya Addition to McMinnville and its southerly extension, South line of Block 3, Carinya Addition to McMinnville and North line of Block 4, Carinya Addition to McMinnville.

SUBJECT TO: a perpetual, nonexclusive easement to a 10.0 foot wide strip, for a mid-block walkway, and lying 5.0 feet on each side of the following described centerline: Beginning at the East line of Newby Street and the centerline of Second Street; thence easterly along the centerline of Second Street 50 feet to the boundary of a deeded 50 foot radius cul-de-sac.

be and the same are hereby fully, finally, completely and forever vacated as streets and the title to such streets shall attach to the abutting lots and lands bordering the same.

Section 2. That this Ordinance is subject to the payment of attorney fees and costs related thereto, and the conveyance to the City of a cul-de-sac located on Second Street in accordance with the description prepared by the City Engineer.

vote:

Passed by the Council this 3 day of June, 1975, by the following

Ayes: ROUSE PORTER DALLY LEWIS BARKER + SAUMATE

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

Approved by the Mayor this 3 day of June, 1975.

151 NORMAN R. SCOTT  
MAYOR

Attest:

151 MARJORIE E. KERBER  
RECORDER



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

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

---

## **PUBLIC MEETING NOTICE**

---

Dear Resident,

An area property owner has requested that the City release an used, public walkway easement encumbering their property (see attached map on the back of this notice). The public walkway easement was recorded in 1975 when a portion of the Newby Street public right-of-way, north of First Street, was vacated by the City Council. A public walkway was never constructed within the easement area.

At their August 28, 2018 meeting, the City Council will consider a Resolution releasing the public walkway easement. You may attend the City Council meeting to provide input regarding the proposed action. The meeting will be held:

Date / Time: **Tuesday, August 28, 2018 @ 7:00pm**

Location: **Kent L. Taylor Civic Hall**  
200 NE Second Street  
McMinnville, OR 97128

If you are unable to attend the August 28<sup>th</sup> meeting, you may send any comments directly to me via one of the following methods:

Phone: (503) 434-7312  
Email: [mike.bisset@mcminnvilleoregon.gov](mailto:mike.bisset@mcminnvilleoregon.gov)  
Regular mail: 231 NE Fifth Street, McMinnville, OR 97128

Comments must be received by **5:00pm on Tuesday, August 28, 2018**, and all comments received prior to the deadline will be forwarded to the City Council for consideration.

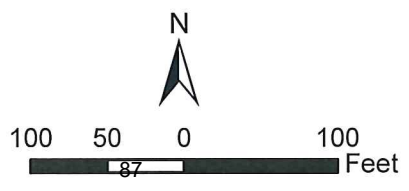
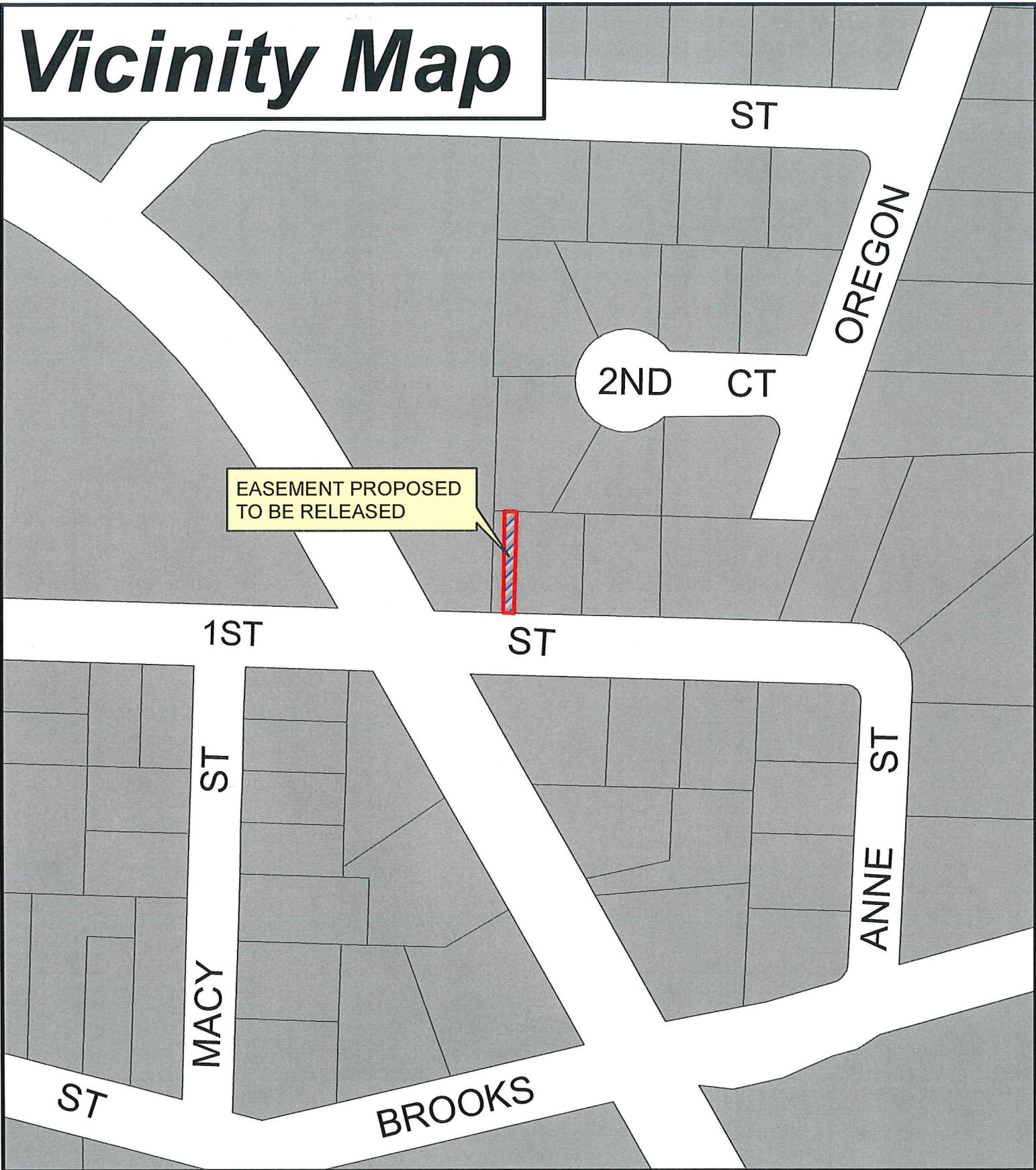
Please feel free to contact me with any questions.

Regards,



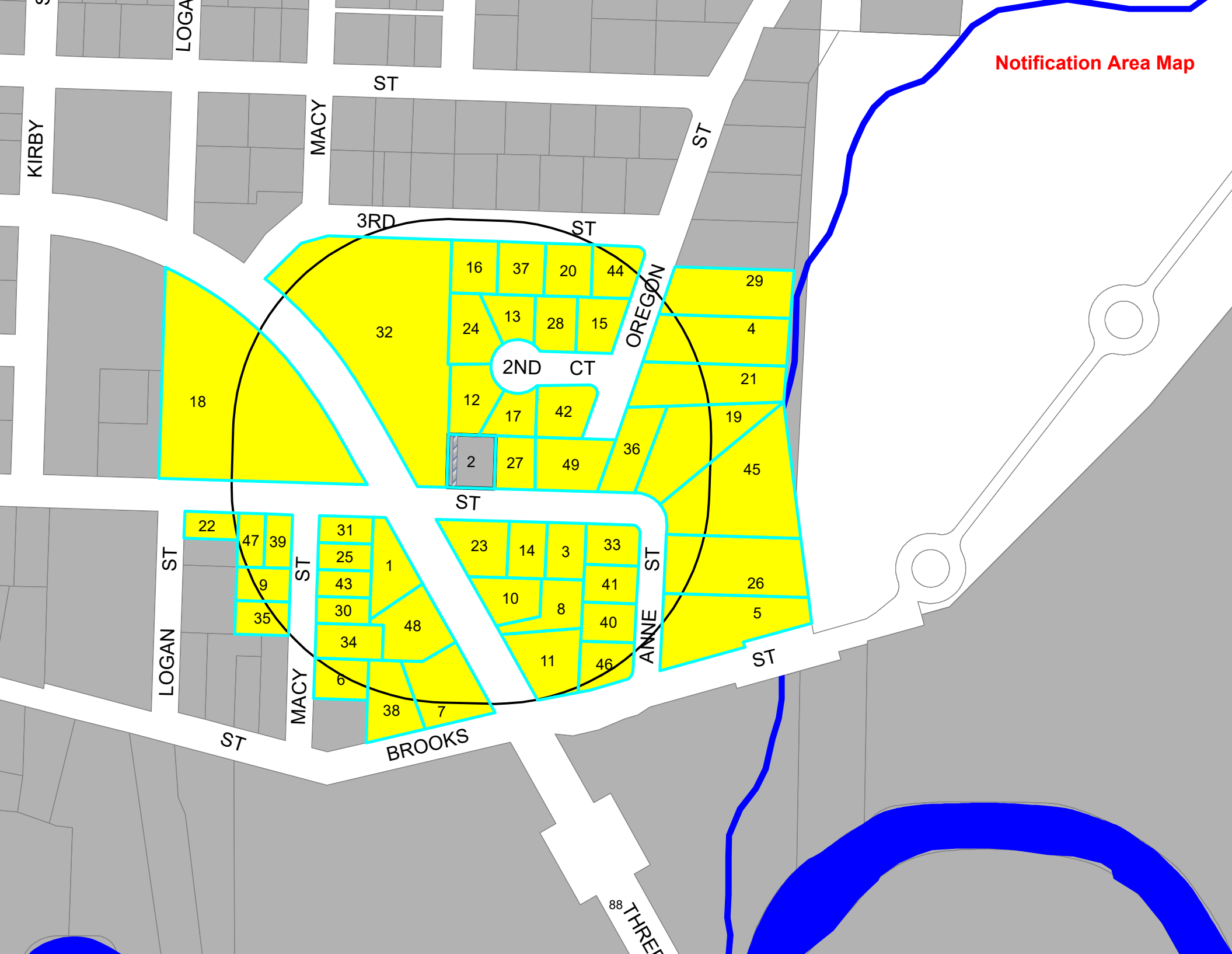
Mike Bisset  
Community Development Director

# Vicinity Map



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

Notification Area Map







**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:** August 28, 2018  
**TO:** Mayor and City Councilors  
**FROM:** Heather Richards, Planning Director  
**SUBJECT:** **Ordinance No. 5057** – Amending the McMinnville City Code to add Section 8.36, Camping.

---

### **Council Goal:**

Promote Sustainable Growth and Development.

### **Report in Brief:**

This action is the consideration of Ordinance No. 5057, an ordinance adding Chapter 8.36 (Camping), to the McMinnville City Code to prohibit camping on public property but provide the enabling language for a temporary camping program on real property throughout the City of McMinnville with the property owner's permission and with certain provisions.

This is a recommendation from the McMinnville Affordable Housing Task Force as a program to help provide camping opportunities for people experiencing homelessness or houselessness in a discrete and safe way throughout McMinnville. It is modeled after the successful car camping program in Eugene, Oregon and was developed in collaboration with staff from the City of Eugene and St. Vincent De Paul of Eugene.

This recommendation originated in the vehicular homeless workgroup of the Housing for Homeless subcommittee of the McMinnville Affordable Housing Task Force.

### **Background:**

The City of McMinnville desires to create a camping program to allow individuals and families that are temporarily experiencing the effects of homelessness to camp in relatively safe and sanitary locations while they are actively seeking access to stable and affordable housing.

The City desires to discourage camping in areas where such activities create unsafe and unsanitary living conditions, which can threaten the general health, welfare and safety of the both the campers and the larger community.

The City encourages the active participation of all concerned persons, organizations, businesses and public agencies to work in partnership with the City and the homeless community to address the short- and long-term impacts of homelessness in the community.

---

*Attachments:*  
*Ordinance No. 5057*

**Discussion:**

The intent of this program is to encourage all concerned persons, organizations, businesses and public agencies to work in partnership with the City and the homeless community to address the short and long-term impact of homelessness in the community by offering to allow persons and families to camp on their property with the following provisions:

- Persons may sleep overnight in a vehicle, camper or trailer in a parking lot of a religious institution, place of worship, business or public entity that owns or leases property on which a parking lot and occupied structure are located, with permission of the property owner. The property owner may not grant permission for more than three vehicles used for sleeping at any one time.
- Persons may sleep overnight in the back yard of a single family residence in a residential zoning district, with permission of the owner and tenant of the residence. Not more than one family may sleep in any back yard, and not more than one tent or camping shelter may be used for sleeping in the back yard. As an alternative, but not in addition to sleeping overnight in the back yard, not more than one family may sleep in a vehicle, camper or trailer parked in the driveway of a single family residence in a residential zoning district, with permission of the owner and tenant of the residence. For purposes of this subsection, "family" means persons related by blood or marriage, or no more than two unrelated adults.
- Persons may sleep overnight in a vehicle, camper or trailer on a paved or graveled surface located on a vacant or unoccupied parcel, with the permission of the property owner, if the owner registers the site with the city or its agent. The city may require the site to be part of a supervised program operated by the city or its agent. The property owner may not grant permission for more than three vehicles used for sleeping at any one time.

A property owner who allows a person or persons to sleep overnight on a property pursuant to this code shall:

- Provide or make available sanitary facilities;
- Provide garbage disposal services;
- Provide a storage area for campers to store any personal items so the items are not visible from any public street;
- Require a tent or camping shelter in a backyard to be not less than five feet away from any property line; and
- Not require payment of any fee, rent or other monetary charge for overnight sleeping, as authorized by this section.

The proposed code language also provides an opportunity for the property owner to revoke the permission for temporary overnight camping on their property and for the City Manager to revoke the opportunity for a property owner to permit temporary overnight camping on the their property.

And finally the code allows the City Manager to allow temporary overnight camping in unique circumstance above and beyond the covenants of the proposed code.

**Fiscal Impact:**

There is no anticipated fiscal impact to the City of McMinnville with this decision.

**Council Options:**

1. **ADOPT** Ordinance No. 5057
2. **REQUEST** more information.
3. **DO NOT ADOPT** Ordinance No. 5057.

**Recommendation/Suggested Motion:**

Staff recommends that the Council adopt Ordinance No. 5057.

**“I MOVE TO ADOPT ORDINANCE NO. 5057.”**

ORDINANCE NO. 5057

An Ordinance Relating to Camping within the City of McMinnville; establishing MMC Chapter 8.36.

RECITALS:

The City of McMinnville desires to create a camping program to allow individuals and families that are temporarily experiencing the effects of homelessness to camp in relatively safe and sanitary locations while they are actively seeking access to stable and affordable housing.

The City desires to discourage camping in areas where such activities create unsafe and unsanitary living conditions, which can threaten the general health, welfare and safety of the both the campers and the larger community.

The City encourages the active participation of all concerned persons, organizations, businesses and public agencies to work in partnership with the City and the homeless community to address the short- and long-term impacts of homelessness in the community.

The City finds that an emergency exists, and that immediate implementation of this Ordinance is necessary to protect the public health, welfare and safety.

Now, therefore, THE COMMON COUNCIL FOR THE CITY OF McMINNVILLE ORDAINS AS FOLLOWS:

1. The provisions set forth in the attached Exhibit A, which are incorporated by this reference, are hereby adopted.
2. This ordinance will take effect immediately upon its passage by the Council.

Passed by the Council on \_\_\_\_\_, 20\_\_\_\_, by the following votes:

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

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

Approved on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

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

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

## EXHIBIT A



**CITY OF MCMINNVILLE  
PLANNING DEPARTMENT**  
231 NE FIFTH STREET  
MCMINNVILLE, OR 97128

503-434-7311

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

### PROPOSED AMENDMENTS TO THE MCMINNVILLE MUNICIPAL CITY CODE

Below is new proposed language to be added to the McMinnville City Code.

#### Chapter 8.36

#### CAMPING

**8.36.010. Definitions.** For the purpose of this chapter, the following definitions will apply:

- A. "To Camp" or "camping" means the act of setting up or remaining at a campsite.
- B. "Campsite" means any place where one or more persons have established temporary sleeping accommodations by use of bedding, sleeping bag or other material used for bedding purposes. A campsite may also incorporate other elements such as: a stove, fireplace or other means of generating warmth or cooking food; a tent, lean-to, shack, or other structure capable of providing shelter; a motor vehicle used for sleeping or storage of personal property.
- C. "City Property" means any real property or structures owned, leased or managed by the City, including public rights-of-way.
- D. "Designated Temporary Campsite" means a Campsite that is authorized by MMC, 8.36.020-8.36.040.
- E. "Family" means two or more persons related by blood, marriage, adoption, legal guardianship, or other duly-authorized custodial relationship, or not more than two unrelated adults.
- F. "Solid Waste" means any garbage, trash, debris, yard waste, food waste, or other discarded materials.
- G. "Solid Waste Disposal Services" means contracted solid waste collection service for a campsite with the City's exclusive franchisee for the collection of Solid Waste.
- H. "Motor Vehicle" has the meaning set forth in MMC 10.04.030, and for the purposes of this Ordinance, includes Recreational Vehicles.
- I. "Parking Lot" means a developed location that is designated for parking motor vehicles, whether developed with asphalt, concrete, gravel, or other material.
- J. "Prohibited Campsite" means any campsite:
  - a) Described in the MMC, 8.36.020-8.36.040; or,
  - b) Not authorized under the McMinnville City Code.
- K. "Recreational Vehicle" has the meaning set forth in the MMC, 10.04.030.

**8.36.020. Temporary Camping Program.**

- A. With authorization of the property owner of the property:
  - 1. Up to 3 total motor vehicles or tents, in any combination, may be used for camping in any parking lot on the following types of property:
    - a) Real property developed and owned by a religious institution, place of worship, or public agency, regardless of the zoning designation of the property;
    - b) Real property developed with one or more buildings occupied and used by any organization or business primarily for non-profit, commercial or industrial purposes;
    - c) Vacant or unoccupied commercial or industrial real property, after the property owner has registered the temporary camping location with the city. The City may require the site to be part of a supervised program operated by the City or its agent.
  - 2. Up to one family may use a residential zoned property developed with an occupied residential dwelling, with further authorization from any tenants of the property, for camping by either:
    - a) Using a tent to camp in the back yard of the residence, or
    - b) Using a single motor vehicle parked in the driveway of the dwelling.
- B. A property owner who authorizes any person to camp on a property pursuant to 8.36.020(A) of the MMC must:
  - 1. Provide or make available sanitary facilities;
  - 2. Provide garbage disposal services so that there is no accumulation of solid waste on the site;
  - 3. Provide a storage area for campers to store any personal items so the items are not visible from any public street;
  - 4. Require a tent or camping shelter in a residential backyard to be not less than five feet away from any property line; and
  - 5. Not require or accept the payment of any monetary charge nor performance of any valuable service in exchange for providing the authorization to camp on the property; provided however, that nothing in this code section will prohibit the property owner from requiring campers to perform services necessary to maintain safe, sanitary, and habitable conditions at the campsite.
- C. A property owner who permits overnight sleeping pursuant to 8.36.020(A), may revoke that permission at any time and for any reason.
- D. Notwithstanding any other provision of this code chapter, the city manager or their designee may:
  - 1. Revoke the right of any person to authorize camping on property described in 8.36.020(A), upon finding that any activity occurring on that property by the campers is incompatible with the uses of adjacent properties or constitutes a nuisance or other threat to the public welfare; or
  - 2. Revoke permission for a person or family to sleep overnight on city-owned property, upon finding that the person or family member has violated any applicable law, ordinance, rule, guideline or agreement, or that any activity occurring on that property by a camper is incompatible with the use of the property or adjacent properties.
- E. Any person whose authorization to camp on property has been revoked pursuant to 8.36.020(B) and 8.36.020(C) must vacate and remove all belongings from the property within 4 hours of receiving such notice.
- F. All persons participating in the Temporary Camping Program described in this code section do so at their own risk, and nothing in this code creates or establishes any duty or liability for the City or its officers, employees or agents, with respect to any loss related to bodily injury (including death) or property damage (including destruction).

**8.36.030. Prohibited Camping**

- A. Except as allowed under MMC 8.36.020, or by any other provisions of the McMinnville Municipal Code, no person shall camp in or upon any City property.
- B. Notwithstanding the provisions of 8.36.020, the City Manager or designee may temporarily authorize camping on City Property by written order that specifies the period of time and location:
  - a. In the event of emergency circumstances;
  - b. In conjunction with a special event permit; or
  - c. Upon finding it to be in the public interest and consistent with council goals and policies.

**8.36.040. Penalties and Enforcement**

- A. Violation of any provisions in Section 8.36.020 is a Class C violation pursuant to ORS 153.012. Each day that a violation occurs will be considered a separate offence.
- B. In addition to any other penalties that may be imposed, any campsite used for overnight sleeping in a manner not authorized by this section or other provisions of this code shall constitute a nuisance and may be abated as such.
- C. The city manager or city manager designee planning department may adopt administrative rules to implement this section.