



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

City Council Meeting Agenda
Tuesday, December 11, 2018
6:00 p.m. – Work Session
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."

6:00 PM – WORK SESSION – COUNCIL CHAMBERS

1. Call to Order
2. City Manager Evaluation
3. Adjournment

7:00 PM – REGULAR COUNCIL MEETING – COUNCIL CHAMBERS

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. 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.*
4. PRESENTATION
 - a. Planning Commission Annual Update
5. CONSENT AGENDA
 - a. Consider Resolution No. **2018-65**: A Resolution approving the issuance of the certificate for the canvass of the returns of the votes cast at the General Election conducted on November 6, 2018, electing of three City Councilors.
6. RESOLUTIONS
 - a. Consider **Resolution No. 2018-66**: A Resolution Declaring an Emergency and awarding a Contract for Repairs for the 100LL Fuel Tank at the McMinnville Municipal Airport, Project No. 2018-7.
 - b. Consider **Resolution No. 2018-67**: A Resolution approving an out-of-calendar rate adjustment for Recology Inc., of 5.5% for solid waste services, and requiring completion of a rate review study.
 - c. Consider **Resolution No. 2018-68**: A Resolution making a budgetary transfer of appropriation authority for fiscal year 2018-2019 in the Building Fund.
 - d. Consider **Resolution No. 2018-64**: A Resolution appointing and re-appointing members to the various Boards, Committees, and Commissions.
 - e. **Public Hearing and Consider Resolution No. 2018-62**: A Resolution adopting a Building Fee Schedule and repealing all previous resolutions adopting building fee schedules.

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.

- f. **Public Hearing and Consider Resolution No. 2018-63**: A Resolution adopting a Planning Fee Schedule and repealing all previous resolutions adopting planning fee schedules.

7. ORDINANCE

- a. Consider **Ordinance No. 5060**: An Ordinance amending Title 17 (Zoning) of the McMinnville City Code, specific to multiple chapters to update definitions and the and the regulation of small-scale mixed-use and upper-story residential use in the C-3 General Commercial Zone.

8. MCMINNVILLE WATER AND LIGHT COMMISSION APPOINTMENT

9. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports
- c. Cash & Investment Report

- 10. EXECUTIVE SESSION: Pursuant to ORS 192.660 (2)(h) to consult with Legal Counsel concerning legal rights and duties with regard to current litigation or litigation likely to be filed.

11. ADJOURNMENT



**City of McMinnville
Administration**
230 NE Second Street
McMinnville, OR 97128
(503) 434-7303

www.mcminnvilleoregon.gov

MEMORANDUM

DATE: December 11, 2018
TO: City Council
FROM: Melissa Bisset, City Recorder/ Legal Assistant
SUBJECT: November 6th, 2018 Canvass

Report in Brief:

A General Election was held on November 6th, 2018. The City Recorder's office has received the attached certified canvass report. The resolution reflecting the results is a housekeeping item required by the City Charter.

Attachments:

Canvass Report
Resolution No. 2018-65.

Recommendation:

Approve Resolution 2018-65.



Brian Van Bergen
Yamhill County Clerk

414 NE Evans St, McMinnville, OR 97128-4607 • Ph. 503.434.7518 • Fax 503.434.7520 • clerk@co.yamhill.or.us

Board of Property Tax Appeals • Business Licenses • Elections • Marriage Licenses • Passports • Recording • Voter Registration

Notice of Election Canvass Memorandum

To: Melissa Grace, City of McMinnville
From: Brian Van Bergen, Yamhill County Clerk
CC:
Date: November 26, 2018
RE: Certified Contest Results

Enclosed please find the certified results from the November 6th, 2018 General Election.

These items include:

- Yamhill County's certified Cumulative Results Report
(Statement of Votes Cast by Geography report)
- Yamhill County's certified Canvass Results Report
(Statement of Votes Cast by Geography – Precinct Level report)
- This Notice of Election Canvass memorandum

If you have any questions, please do not hesitate to contact our office.

Sincerely,

Brian Van Bergen
Yamhill County Clerk

Statement of Votes Cast by Geography - Final
Yamhill County, November 6 2018 General Election

Page: 1 of 1

2018-11-26

08:27:47

All Precincts, All Districts, All ScanStations, McMinnville City Councilor - Ward 3, McMinnville City
Councilor - Ward 2, McMinnville City Councilor - Ward 1, All Boxes

Official Results for city of McMinnville Contests

Total Ballots Cast: 13779, Registered Voters: 68452, Overall Turnout: 20.13%

Choice	Votes	Vote %
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All Precincts

McMinnville City Councilor - Ward 1 (Vote for 1)

4018 ballots (1 over voted ballots, 1 overvotes, 477 blank voted), 6208 registered voters, turnout 64.72%

Leanna Gautney	518	14.63%
Sal Peralta	1845	52.12%
Chris Chenoweth	1188	32.98%
Write-in	9	0.25%
Total	3540	100.00%

McMinnville City Councilor - Ward 2 (Vote for 1)

5468 ballots (1 over voted ballots, 1 overvotes, 957 blank voted), 7626 registered voters, turnout 71.70%

Alan A Ruden	1472	32.64%
Zack Geary	3016	66.87%
Write-in	22	0.49%
Total	4510	100.00%

McMinnville City Councilor - Ward 3 (Vote for 1)

4293 ballots (0 over voted ballots, 0 overvotes, 1745 blank voted), 6833 registered voters, turnout 62.83%

Remy Drabkin	2464	96.70%
Write-in	84	3.30%
Total	2548	100.00%

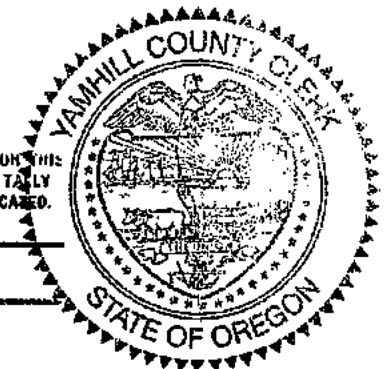
I CERTIFY THAT THE VOTES RECORDED ON THIS
ABSTRACT CORRECTLY SUMMARIZE THE TALLY
OF VOTES CAST AT THE ELECTION INDICATED.



SIGNATURE OF COUNTY CLERK:

11.20.2018

DATE OF ABSTRACT



Statement of Votes Cast by Geography - Precinct Level - Final
 Yamhill County, November 6 2018 General Election
 All Precincts, All Districts, All ScanStations, McMinnville City Councilor - Ward 3, McMinnville City
 Councilor - Ward 2, McMinnville City Councilor - Ward 1, All Boxes
 Official Results for city of McMinnville Contests
 Total Ballots Cast: 13779, Registered Voters: 68452, Overall Turnout: 20.13%

Precinct 014

McMinnville City Councilor - Ward 1 (Vote for 1)
 2068 ballots (0 over voted ballots, 0 overvotes, 241 blank voted), 3179 registered voters, turnout 65.05%

Choice	Votes	Vote %
Leanna Gautney	289	14.72%
Sal Peralta	903	49.43%
Chris Chenoweth	651	35.63%
Write-in	4	0.22%
Total	1827	100.00%

Precinct 015

McMinnville City Councilor - Ward 1 (Vote for 1)
 1950 ballots (1 over voted ballots, 1 overvotes, 236 blank voted), 3029 registered voters, turnout 64.38%

Choice	Votes	Vote %
Leanna Gautney	249	14.54%
Sal Peralta	942	54.99%
Chris Chenoweth	517	30.18%
Write-in	5	0.29%
Total	1713	100.00%

Precinct 016

McMinnville City Councilor - Ward 3 (Vote for 1)
 1741 ballots (0 over voted ballots, 0 overvotes, 716 blank voted), 2716 registered voters, turnout 64.10%

Choice	Votes	Vote %
Remy Drabkin	994	96.98%
Write-in	31	3.02%
Total	1025	100.00%

Precinct 017

McMinnville City Councilor - Ward 2 (Vote for 1)
 1977 ballots (1 over voted ballots, 1 overvotes, 360 blank voted), 2890 registered voters, turnout 68.41%

Choice	Votes	Vote %
Alan A Ruden	564	34.90%
Zack Geary	1049	64.91%
Write-in	3	0.19%
Total	1616	100.00%

Precinct 018

McMinnville City Councilor - Ward 2 (Vote for 1)
 3491 ballots (0 over voted ballots, 0 overvotes, 597 blank voted), 4736 registered voters, turnout 73.71%

Choice	Votes	Vote %
Alan A Ruden	908	31.38%
Zack Geary	1967	67.97%
Write-in	19	0.66%
Total	2894	100.00%

Precinct 019

McMinnville City Councilor - Ward 3 (Vote for 1)
 2552 ballots (0 over voted ballots, 0 overvotes, 1029 blank voted), 4117 registered voters, turnout 61.99%

Choice	Votes	Vote %
Remy Drabkin	1470	96.52%
Write-in	53	3.48%
Total	1523	100.00%

I CERTIFY THAT THE VOTES RECORDED ON THIS
 ABSTRACT CORRECTLY SUMMARIZE THE TALLY
 OF VOTES CAST AT THE ELECTION INDICATED.
Brian JB
 SIGNATURE OF COUNTY CLERK
 11-26-2018
 DATE OF ABSTRACT



RESOLUTION NO. 2018-65

A Resolution approving the issuance of the certificate for the canvass of the returns of the votes cast at the General Election conducted on November 6, 2018, electing of three City Councilors.

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

Section 1. That the Common Council in this regular Council meeting on December 11, 2018, in accordance with the Charter of the City of McMinnville, has canvassed the returns of the votes cast in the General Election conducted on November 6, 2018, as more fully set forth in the Certificate of Canvass of Votes attached hereto and by this reference incorporated herein.

Section 2. That the Common Council in this regular Council meeting on December 11, 2018, in accordance with the Charter of the City of McMinnville, has canvassed the returns of the votes cast in the General Election conducted on November 6, 2018, in regard to the election of three City Councilors, as more fully set forth in the Certificate of Canvass of Votes attached hereto and by this reference incorporated herein.

Section 3. That the Common Council and Recorder are hereby authorized and directed to execute a certificate of the canvass of said votes.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 11th day of December, 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this 11th day of December, 2018.

MAYOR

Approved as to Form:

CITY ATTORNEY

C E R T I F I C A T E

CANVASS OF THE RETURNS OF THE VOTES CAST FOR THE ELECTION OF THREE CITY COUNCILORS AT THE GENERAL ELECTION HELD IN THE CITY OF McMinnville, OREGON ON NOVEMBER 6, 2018.

We, Remy Drabkin, Adam Garvin, Kellie Menke, Sal Peralta, Alan Ruden, and Wendy Stassens, being duly elected and sworn Council members of the Common Council of the City of McMinnville, Yamhill County, Oregon, and meeting during the regular City Council meeting on December 11, 2018, for the purpose of canvassing the returns of the General Election held on Tuesday, November 6, 2018, in accordance with officials of said election, did proceed to canvass the returns, and it appears from said official returns as filed by the Yamhill County Clerk and now on file in the office of the Recorder of the City of McMinnville that the following summarizes the votes cast:

Votes Cast in Election Regarding the Election for City Councilors

Ward 1 (4-year term)

Chris Chenoweth	1168
Leanna Gautney	518
Sal Peralta	1845
Write-In (Misc.)	9
Over Votes	1
Under Votes	0
Total	3540

Ward 2 (4-year term)

Zack Geary	3016
Alan Ruden	1472
Write-In (Misc.)	22
Over Votes	1
Under Votes	0
Total	4510

Ward 3 (4-year term)

Remy Drabkin	2464
Write-In (Misc.)	84
Over Votes	0
Under Votes	0
Total	2548

We certify that the following candidates have been elected to their respective offices:

Councilor Ward 1:	Sal Peralta
Councilor Ward 2:	Zack Geary
Councilor Ward 3:	Remy Drabkin

IN WITNESS WHEREOF, we have hereunto set our hands this 11th day of December, 2018.

Adam Garvin, Councilor

Remy Drabkin, Councilor

Kellie Menke, Council President

Sal Peralta, Councilor

Alan Ruden, Councilor

Wendy Stassens, Councilor



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

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: December 4, 2018
TO: Jeff Towery, City Manager
FROM: Rich Spofford, Engineering Services Manager
VIA: Mike Bisset, Community Development Director
SUBJECT: Declaration of Emergency and a Contract for Refurbishing the 100LL Fuel Tank at the Airport

Council Goal:

Manage and Plan to Meet Demand for City Services

Report in Brief:

This action is the consideration of a resolution to declare an emergency and award a contract to Mascott Equipment for the repair/refurbishment of the 100LL fuel tank at the McMinnville Municipal Airport.

Background:

The City of McMinnville owns and operates the McMinnville Municipal Airport (Airport). The City provides for professional management of the Airport through a contract with Potcake Aviation, Inc. (Potcake), which is responsible for operations and maintenance of all City-owned infrastructure and improvements at the Airport. On June 26, 2018 the 100LL tank was inspected and it was found to be in poor condition and no longer serviceable. On July 25, 2018, Potcake Aviation secured a 1000gal fuel truck from Aurora State Airport that was capable of performing “truck to truck” fuel transfer in order to continue to provide fuel while other options were explored.

On October 19, 2018, an unforeseen breakdown rendered the temporary “truck to truck” transfer inoperable and no longer an option. Potcake Aviation and staff have not been able to come up with another timely and temporary solution and therefore no 100LL fuel is available. As a result of these events, the City is unable to provide an essential fueling service, which significantly impacts airport operations, airport tenants, and the flying public.

Discussion:

Based on discussion with vendors, it was determined repairing/refurbishing the tank was the more timely solution and would save approximately 4 months of construction time. City staff contacted three vendors requesting quotes for work related to the major repair of the Fuel Tank; the only vendor that elected to provide a quote for the work was Mascott Equipment, based in Portland, Oregon. The estimated cost of the work is \$116,878.15, and will be performed as a public works project subject to the payment of Prevailing Wages.

Attachments:

1. Declaration of Emergency Circumstances
2. Contract with Mascott Equipment
3. Resolution
4. Vicinity Map

Fiscal Impact:

Funds for repair/refurbish work to the 100LL tank will come from an intra-fund loan from the Wastewater Capital Fund (77) to the Airport Fund (25) which will be presented at a future Council Meeting.

Recommendation:

Staff recommends that the City Council adopt the attached resolution approving the Declaration of Emergency Circumstances and award the Contract to Mascott Equipment for the 100LL Fuel Tank Repair/Refurbishment Project. .

Declaration of Emergency Circumstances
Regarding emergency repairs to the AV Gas Tank and System (Fuel Tank)
City of McMinnville, Municipal Airport

RECITALS

1. The City of McMinnville (City) is a municipal corporation of the State of Oregon, which owns and operates the McMinnville Municipal Airport (Airport). The City provides for professional management of the Airport through a contract with Potcake Aviation, Inc. (Potcake), which is responsible for operations and maintenance of all City-owned infrastructure and improvements at the Airport.
2. On June 26, 2018 the 100LL tank was inspected and it was found to be in poor condition and past its useful life. On July 25, 2018, Potcake Aviation secured a 1000gal fuel truck from Aurora State Airport that was capable of performing “truck to truck” fuel transfer in order to continue to provide fuel while quotes were obtained for either replacement or refurbishing.
3. On October 19, 2018, an unforeseen breakdown rendered the temporary “truck to truck” transfer inoperable and no longer an option. We have not been able to come up with another timely and temporary solution and therefore no 100LL fuel is available. As a result of these events, the City is unable to provide an essential fueling service, which significantly impacts airport operations.
4. City staff has contacted three vendors requesting quotes for work related to the major repair of the Fuel Tank; the only vendor that elected to provide a quote for the work was Mascott Equipment, based in Portland, Oregon. The estimated cost of the work is \$116,878.15, and will be performed as a public works project subject to the payment of Prevailing Wages.

THEREFORE, pursuant to MMC Ch. 2.21 and ORS 279B.080:

1. I find that the above recitals are true and accurate.
2. I declare the existence of an emergency related to the unforeseen failure of the Fuel Tank and the loss of the backup “truck to truck” transfer option with no other timely option available, creating a substantial loss and interruption of essential airport services, and requiring prompt execution of a contract to remedy this condition.
3. I hereby authorize the City to enter into a contract with Mascott Equipment for major repairs to the Fuel Tank.
4. This declaration will be presented to the City Council for review and ratification at its next regularly scheduled meeting.

Dated this ____ day of November, 2018.

Jeff Towery, City Manager

APPROVED AS TO FORM:

David Koch, City Attorney



Since 1960

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**QUOTE
REPRINT**

Number	057197
Date	11/29/2018
Page	1

Ship-to: SAME
MCMINNVILLE CITY OF
230 E 2ND ST
MCMINNVILLE, OR 97128

Bill-to: 1130
MCMINNVILLE CITY OF
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MCMINNVILLE, OR 97128

Reference #	Slsp	Terms	Whse	Freight	Ship Via
EXIST TANK REPAIR SYSTEM REWOR	F/J	NET 10TH	01	BILLED	BEST METHOD

Quoted By: CDM	Quoted To: RICH SPOFFORD	Effective: 11/29/2018	Expires: 12/09/2018
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Item	Description	Ordered	UM	Price	UM	Extension
	<p>***** *****COURSE AND SCOPE***** *****</p> <p>MASCOTT EQUIPMENT COMPANY WILL PROVIDE MANPOWER AND MATERIALS TO PERFORM WORK AS FOLLOWS TO MODIFY ONE AV GAS TANK AND SYSTEM AT CLIENTS LOCATION IN MCMINNVILLE OREGON. MASCOTT WILL REMOVE LADDER FROM EXISTING STICK PLATFORM, AND WILL CUT IT WHERE IT IS WELDED TO EXISTING SKID, MASCOTT WILL MODIFY IT SO THAT EXISTING SKID CAN BE REMOVED, IT WILL BE MODIFIED AND REPLACED SO THAT NEW SKID CAN BE PUT INTO PLACE. MASCOTT WILL PROVIDE MANPOWER AND EQUIPMENT TO REMOVE EXISTING THREADED CARBON STEEL PIPING FROM CLIENTS FUEL TANK. PIPING WILL BE DEMOLISHED AND REMOVED SO THAT TANK MODIFICATIONS CAN BE</p>					

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

APPROVED BY MASCOTT MANAGEMENT

Signature: _____ Date: _____

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...



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Item	Description	Ordered	UM	Price	UM	Extension
	MADE, EXISTING FUEL DISPENSE CAN BE REMOVED. MASCOTT WILL PROVIDE CRANE, TO REMOVE EXISTING TURBINE FROM TANK. TURBINE WILL BE REMOVED, SCRAPPED. EXISING MANWAY WILL BE MODIFIED TO ACCEPT NEW TURBINE, THAT IS EQUIPPED WITH FLOATING SUCTION, AND FLOATING SUCTION ADAPTER. NEW FLOATING SUCTION INDICATOR WILL BE PLACED IN TANK SO THAT IT IS LIVE READ THAT FLOATING SUCTION IS OPERATIONAL FROM GROUND LEVEL. NEW STAINLESS WELDED PIPING WILL BE RUN FROM TURBINE TO TANK FRONT, WHERE IT WILL BE TIED IN TO NEW FUELING SKID THAT WILL BE SUPPLIED AND INSTALLED BY MASCOTT. MASCOTT WILL SUPPLY CRANE TO LIFT DISPENSE END OF TANK, SO THAT TANK HAS PROPER SLOPE TO BELL END OF TANK. END OF TANK) WATER DRAW THIEF SAMPLE PUMP WILL BE PIPED UP ON LOW END OF TANK, IT WILL INCLUDE ANTISIPHON, STAINLESS TUBING THAT WILL EXTEND TO					

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

APPROVED BY MASCOTT MANAGEMENT

Signature: _____ Date: _____

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Item	Description	Ordered	UM	Price	UM	Extension
	<p>WITHIN ONE INCH OF TANK BOTTOM AND DEAD MAN VALVE, IT WILL BE ON STAND SUPPLIED BY MASCOTT, AND ANCHORED TO CONCRETE, TERMINATION WILL BE WITH CAMLOCK ADAPTER, TUBING WILL EXTEND TO WITHIN ONE FOOT OF GROUND. TANK FILL WILL BE MODIFIED ON NEW SKID, SO THAT FUEL MUST PASS THROUGH FILTER PRIOR TO BEING PLACED IN TANK. TANK WILL BE SET UP SO THAT IT HAS ABILITY TO RECIRCULATE FUEL FROM TANK, THROUGH FILTER, AND PLACE IT BACK IN TANK. DISPENSE END WILL BE EQUIPPED TO BULK LOAD CLIENTS OWN 700 GALLON TRANSPORT, AND IT WILL ACCOMODATE RETAIL SALES OF AV GAS BY TYING IN TO CLIENTS EXISTING QTM4000. WHERE TANK IS RAISED TO PROVIDE SLOPE, MASCOTT WILL DRILL NEW ANCHOR HOLES INTO TANK SADDLE ON HIGH END OF TANK TO ACCOMODATE TANK ANCHORING. METAL SHIMS WILL BE PLACED UNDER TANK TO MAINTAIN ELEVATION AND ALLOW FOR</p>					

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

APPROVED BY MASCOTT MANAGEMENT

Signature: _____ Date: _____

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Item	Description	Ordered	UM	Price	UM	Extension
	<p>TANK ANCHORING. MASCOTT WILL PLACE NON SHRINK GROUT UNDER VOID SPACE OF TANK SADDLE . MASCOTT WILL REMOVE EXISTING SKID, TRUCK FROM SITE, CUT APART, AND ENVIRONMENTALLY DISPOSE OF. MASCOTT WILL REUSE ONE CLIENT HOSE REEL, (FOR RETAIL DISPENSE) WITH HOSE, BALL STOP AND NOZZLE. REFUELER NOZZLE ON NEW SKID WILL BE PLACED ON 15 FT 2" HOSE, AND WILL BE STOWED ON HOSE HANGER (NO REEL). MASCOTT WILL RUN NEW STAINLESS WELDED PIPING FROM NEW SKID TO TANK. MASCOTT WILL RUN NEW WELDED VAPOR RECOVERY FROM SKID TO TANK AND PROVIDE NEW VAPOR FITTINGS. NEW SKID WILL BE WELDED STEEL, WITH TWO INCH RAISED LIP TO CONTAIN SMALL SPILLS THAT MAY OCCUR DURING FILTER ELEMENT CHANGES, ETC. AIR ELIMINATION AND PRESSURE RELEIF WILL BE RUN IN STAINLESS TUBING, AND WILL BE ROUTED BACK TO TANK TOP.</p>					

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

APPROVED BY MASCOTT MANAGEMENT

Signature: _____ Date: _____

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Item	Description	Ordered	UM	Price	UM	Extension
	<p>MASCOTT WILL DISCONNECT ELECTRICAL SUPPLY TO TANK AND SOLENOIDS, ETC, WILL MOD AS NECCESARY TO ACCOMADATE NEW INSTALL. MASCOTT WILL SUPPLY PERMITS, AND ,AND FOR TANK ANCHORS. EXISTING LOW POINT DRAIN ON FRONT BOTTOM OF TANK WILL BE REMOVED (MUST TAKE PLACE WHILE TANK IS EMPTY,) AND PLUG WILL BE INSERTED INTO PORT.</p> <p>* NOTE, CLIENT REQUESTED THAT MASCOTT ALSO SUPPLY COMPANY TO BLAST CORRODED AREA ON TANK BOTTOM, COAT INTERIOR OF TANK WITH EPOXY, PAINT TANK EXTERIOR, THIS WILL BE QUOTED BELOW.</p> <p>***** *****MATERIALS AND LABOR*** *****</p> <p>*****STORAGE TANK*****</p> <p>* EXISTING TANK, NOTE, THE</p>					

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

APPROVED BY MASCOTT MANAGEMENT

Signature: _____ Date: _____

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(509) 543-2018

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**QUOTE
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Ship-to: SAME
MCMINNVILLE CITY OF
230 E 2ND ST
MCMINNVILLE, OR 97128

Bill-to: 1130
MCMINNVILLE CITY OF
230 E 2ND ST
MCMINNVILLE, OR 97128

Reference #	S/Sp	Terms	Whse	Freight	Ship Via
EXIST TANK REPAIR SYSTEM REWOR	F/J	NET 10TH	01	BILLED	BEST METHOD

Quoted By: CDM	Quoted To: RICH SPOFFORD	Effective: 11/29/2018	Expires: 12/09/2018
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Item	Description	Ordered	UM	Price	UM	Extension
INTERNAL BLAST, COAT	WORK OUTLINED IN THIS QUOTE WOULD HAVE TO BE DONE WHILE TANK IS EMPTY OF CONTENTS, AND WHILE TANK IS CLEAN, DRY, AND VAPOR FREE, OR IT CANNOT BE PERFORMED AS QUOTED. INTERNAL BLAST , COAT EPOXY, TANK WILL BE ENTERED, CORRODED AREA BENEATH MANWAY LID WILL BE BLASTED FREE OF RUST AND FLAKING, INTERNAL EPOXY WILL BE APPLIED AND ALLOWED TO CURE.	1	EA			
EXTERNAL COAT	EXTERNAL PAINTING OF TANK *****VENTS***** * EXISTING *****TANK GAUGING*****	1	EA			
MR918-0100AG KRK2-96"	ALARM, CLOCK GAUGE, 2" W/FLOAT GAUGE, LEAK 2"X96" AT-A-GLANCE *****STICK PORT*****	1	EA			

ACCEPTED FOR PURCHASE

Signature: _____ Date: _____

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Continued on next page ...



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Item	Description	Ordered	UM	Price	UM	Extension
	* EXISTING					
	*****TANK FILL ASSLY****					
	* EXISTING OVERFILL WILL BE RE USED, EXISTING DROP TUBE WILL BE REUSED, EXISTING DIFFUSER WILL BE REUSED.					
MR305L-0200AA	ADAPTER, 4" TOP SEAL/BRASS	1	EA			
OPW634TT-708SEVR	FILL CAP, 4" TIGHT DURATUFF	1	EA			
JO600-110	BALL VALVE, 3" FLG SS 150#	1	EA			
PTCPF30A-60523000	ADAPTER, 3" 150# FLANGED ALUM	1	EA			
MR286FDI-4000AS	STRAINER, 3" FLANGED 100 MESH	1	EA			
MR246DRF-0100AV	VALVE, SWING CHECK 3" FLANGED	1	EA			
PTC30V-1001130	CAP, DUST 3" ALUMINUM	1	EA			
	*****STAGE 1 VAPOR*****					
OPW1711LPC-0300	VAPOR REC CAP, 3"LOW PROF EVR	1	EA			
OPW1611AV-1605	ADAPTER, 3" VAPOR RECOVERY	1	EA			
	****FLOATING SUCTION ASSLY****					
OES764-0063	FLOATING SUCTION ASSY, 2"X10'	1	EA			
MR818I-0000AG	INDICATOR, CLOCK GAUGE 2"	1	EA			
	(WILL FIT NEW TURBINE)					

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	*****FILTER ASSEMBLY*****					
FA-HFG-C-10220	HOUSING, HORIZONTAL MONITOR	1	EA			
FA-FG220-6	FUSE, FACET MONITOR 2" X 20" *INCLUDES 10 SPARE ELEMENTS FOR FILTER CHANGE ONCE FUEL IS PUMPED FROM CLIENT TRANSPORT BACK INTO TANK.	10	EA			
FA11AV	AIR ELIMINATOR, 3/4" S.STEEL	1	EA			
FASC-5150-30	GAUGE, PRESSURE DIFFERENTIAL	1	EA			
FASC-9650	CHECK VALVE, 1/2" S.STEEL	1	EA			
JFWBV002E-3/4DEAD	BALL VALVE, 3/4" S.S. SPRING	1	EA			
FA82E3251311-100	VALVE, PRESSURE RELIEF 100PSI	1	EA			
ASTFNW732VM	VALVE, 3" LUG STYLE VITON	1	EA			
PTC3/4A-1000107	ADAPTER, 3/4"FNPT ALUMINUM	3	EA			
PTC3/4V-1001107	CAP, DUST 3/4" ALUMINUM	3	EA			
MR691BSS-04001V	VALVE, BALL 3/4"LOCKING SSTEEL	4	EA			
	*****TURBINE ASSLY*****					
FESTPF-150VL2-7	TURBINE, 1.5HP VARIABLE LENGTH	1	EA			
FESTP-CBS	CONTROL BOX, FIXED SPEED PUMP	1	EA			
OCV115G002-0201282P	VALVE, SOL 2"FLG SS TRIM VITON	1	EA			
	* NOTE, TURBINE WILL FEED BOTH RETAIL, AND SMALL 700 GALLON REFUELER.					
	*****TANK SUMP PUMP*****					

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Item	Description	Ordered	UM	Price	UM	Extension
GPI114000-10	HAND PUMP, HP100-UL PISTON	1	EA			
PTC3/4A-1000107	ADAPTER, 3/4"FNPT ALUMINUM	1	EA			
PTC3/4V-1001107	CAP, DUST 3/4" ALUMINUM	1	EA			
MR912-070500AV	VALVE, 3/4" ANTI-SYPHON 0'-5'	1	EA			
JFWBV002E-3/4DEAD	BALL VALVE, 3/4" S.S. SPRING	1	EA			
	*****RECLAIM SYSTEM*****					
	* TO ADD ONE 30 GALLON RECLAIM UNIT, TAKES SUMPED SAMPLES, PUSHES THROUGH FILTRATION, PLACES FUEL BACK IN TANK, PLEASE ADD \$ 4,781.53 TO BOTTOM TOTAL. INCLUDES 30 GALLON STAINLESS CONICAL BOTTOM RECLAIM WITH LOCKING LID, PIPING, FITTINGS, 3/4 HORSE PUMP, VF22 FILTER, AND ASSOCIATED VALVES.					
	*****DISPENSING EQUIPMENT*					
WYG6201D/27BGJK/W1	DISPENSER, REMOTE 1PD/1 HOSE	1	EA			
WY-FREIGHT-LP	FREIGHT, WAYNE LOW-PROFILE DIS	1	EA			
WY/ANP	NOZZLE PLATE, AVIATION NOZZLE	1	EA			
OPW10BHMP-5830	VALVE, EMERGENCY 1-1/2"MNPT	1	EA			
	* NOTE, CLIENTS HOSE REEL HOSE, AND NOZZLE FOR RETAIL					

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Item	Description	Ordered	UM	Price	UM	Extension
HMFSMM24X1	WILL BE REUSED.					
FA-HCVF22-SBPG	FLEX CONNECT., 1" X 24" MXM	1	EA			
FA-FGO-612-2	HOUSING, VF22 ELEMENT POP-UP	1	EA			
	ELEMENT, 1 MICRON MONITOR	1	EA			
	*****MISCELLANEOUS EQPT****					
MR691BSS-04001V	VALVE, BALL 3/4"LOCKING SSTEEL	1	EA			
JO600-110	BALL VALVE, 3" FLG SS 150#	2	EA			
HAHGR-50-50	STATIC REEL, 50' SST ORG CABLE	1	EA			
PAINT	PAINT OF SKID	1	EA			
USDECKIT100LLTANK	DECAL KIT, AVGAS 100LL	1	EA			
CONSUMABLES	WELDING RODS,GAS,GR DISK, MISC	1	EA			
AST6'X10'SKID	SKID, 6'X10' W/2" CONTAIN. LIP	1	EA			
FITTINGS/AST	FITTINGS, PIPE, MISC SUPPLIES	1	EA			
MR912-100500AV	VALVE, 1" ANTI-SYPHON 0'-5'	1	EA			
INSTALLATION	LABOR TO FABRICATE/ASSEMBLE	1	EA			
USDECKIT100LLTANK	DECAL KIT, AVGAS 100LL	1	EA			
	*****ELECTRICAL ON SKID*****					
ELECTRICAL	ON SKID	1	EA			
	*****CARD SYSTEM*****					
	* EXISTING CARD SYSTEM REUSED					
	*****BULK LOADING TRANSPORT***					
MR346FDI-0200AV	VALVE, 2" EMERGENCY EXTERNAL	1	EA			

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LCM7C2	METER, 2" W/MECH REGISTER	1	EA			
OES3630-0201	SWIVEL, 2" ALUM./90^ STYLE 30	1	EA			
HHCP320180HABA	HOSE ASSY, 2"X15' AVIATION MXM	1	EA			
OES1712DL-AL20	KAMVALOK COUPLER, 2" LOCKING	1	EA			
PTC25W-1001225	PLUG, DUST 2-1/2" ALUMINUM	1	EA			
FARH50-120-7	DEADMAN RHINO SYSTEM 120V	1	EA			
	*****SITE ELECTRICAL*****					
SITE ELECTRICAL,	SITE ELECTRICAL , DISCONNECT, CONNECT, AS NEEDED, INCL. PERMITS.	1	EA			
EMERGENCY SHUT OFF	EMERGENCY STOP	1	EA			
	*****SITE WORK*****					
CRANE	RENTAL CRANE (TO ELEVATE TANK) SET NEW SKID, REMOVE OLD SKID)	1	EA			
FREIGHT	INBOUND TO SITE,AWAY FROM SITE	1	EA			
ANCHOR MATERIALS	ANCHOR MATERIALS	1	EA			
PERMIT	FIRE, BUILDING	1	EA			
	*****NOTES*****					
	* MASCOTT WILL BE PRESENT FOR START UP, COMMISSIONING,					

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	TRAINING. * ANY AND ALL REQUIRED OR DESIRED SITE PAINT IS BY OTHERS. * FIRE EXTINGUISHER BY OTHERS * AREA LIGHTING IS BY OTHERS * TAX NOT INCLUDED NOR CALC. ***** ONE HALF DEPOSIT DUE AT TIME ORDER IS PLACED, FINAL PAYMENT DUE WHEN SERVICES RENDERED AS DESCRIBED HEREIN. *****					

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TERMS AND CONDITIONS

1. **ACCEPTANCE OF CONTRACT:** Buyer acknowledges that all quotations, orders and agreements made between Buyer and Mascott Equipment Co., Inc.'s (herein Mascott) agent shall be considered an offer by Buyer, which said offer shall be subject to acceptance and approval by an officer of Mascott at Mascott's Portland office, subject to credit approval. The parties agree that the terms and conditions of this document shall control and shall constitute the parties' agreement, and any terms and conditions on Buyers purchase order, invoice or other document will have no effect.
2. **PRICE:** Buyer agrees that the purchase price shall be the fair market value of the equipment and/or machinery (hereinafter equipment or goods) on the date of delivery. Therefore, Buyer agrees that Mascott has the right to adjust the balance due at delivery to reflect any fluctuation in market prices for materials and/or labor occurring between the date of this agreement and the delivery date. Mascott may require a payment equal to fifty percent (50%) of the purchase price to be paid at the time this order is placed. Buyer will be charged a restocking fee equal to twenty-five percent (25%) of the purchase price for returned goods. Any additional restocking fees assessed by the manufacturer for returned goods will also be paid by Buyer. When excavating for the installation of underground tanks or equipment, any unusual underground condition which prevents normal excavation and adds significantly to the cost, will be considered as extra, and will be charged for on a time and material basis. This may include excess water, rock greater than 12 inches in diameter, unstable soil, trash, old piping, etc.
3. **PAYMENT TERMS:** Buyer agrees to pay all invoices when due, which is the essence of all orders or contracts. If Buyer fails to make timely payment, Mascott may, at its sole option: (a) defer further shipments until Buyer makes such payments; or (b) elect to cancel all unfilled orders and contract. Buyer agrees that Mascott may withhold or delay deliveries if Buyer fails to maintain a satisfactory credit history with Mascott or fails to provide satisfactory security to Mascott for payment. IF, UPON MASCOTT'S NOTIFICATION TO BUYER THAT GOODS AND EQUIPMENT ARE READY TO SHIP, AND BUYER DELAYS SHIPMENT FOR MORE THAN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTIFICATION, A CHARGE OF ONE PERCENT (1%) PER MONTH SHALL BE APPLIED TO THE TOTAL BALANCE DUE ON THIS ORDER.
4. **TAXES:** In addition to the Price set forth above, Buyer will pay, or reimburse Mascott upon demand if Mascott pays, all sales, use, excise, occupation, duty or other tax or taxes levied, assessed or imposed by any taxing authority, whether the United States, a State, or a political subdivision of either.
5. **PERMITS:** Buyer shall, at its expense, obtain all necessary public, inspection, license, building, and other permits and shall be responsible for compliance with all applicable laws, ordinances and government regulations regarding the installation and operation of the equipment on Buyer's premises.
6. **CHARACTER OF EQUIPMENT:** The parties intend that the equipment shall, at all times, be considered personal property and not as fixture(s), notwithstanding of the manner in which the equipment may be installed or connected to Buyer's real estate.
7. **SECURITY AGREEMENT:** Buyer hereby grants Mascott a security interest in all of Buyer's right, title and interest, now owned or hereafter acquired, in and to the equipment described above and any portion of such equipment, including any other after acquired, substituted or replacement parts, materials, and equipment, to secure the timely performance and payments of the underlying obligation herein and all indebtedness and obligations of Buyer to Mascott presently existing or hereinafter arising, direct or indirect, and interest thereon. Buyer will not, without the written consent of Mascott, sell, contract to sell, lease, encumber, assign, transfer from its place of installation or otherwise dispose of equipment or any interest therein until this security agreement and all debts secured thereby have been fully satisfied. At the request of Mascott, Buyer will join in executing, or will execute, as appropriate, all necessary financing statements and all other instruments deemed necessary by Mascott and by the cost of filing such documents. Buyer shall not delegate performance nor assign any rights or obligation hereunder.
8. **RISK OF LOSS:** This agreement is a shipment contract FOB Mascott's place of business or FOB manufacturer's facility. The risk of loss, injury, or destruction of the equipment or any part thereof passes to the Buyer upon due delivery of the equipment to the carrier. The Buyer shall pay the freight and insurance costs. Any such loss, injury, or destruction shall not release Buyer from any obligations under this agreement, including the payment of the full purchase price and shall, at Mascott's option, accelerate the maturity of the unpaid balance of the purchase price to the date of such event.
9. **DELIVERY:** Buyer acknowledges that Mascott may change delivery dates without notice. Mascott shall not be liable for any loss, damage, or delay due to transportation or caused by fire, strike, civil or military authority, insurrection, a riot or any causes beyond Mascott's reasonable control.
10. **INSPECTION AND ACCEPTANCE:** BUYER SHALL INSPECT THE EQUIPMENT WITHIN TEN (10) DAYS AFTER THE DATE OF DELIVERY. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given within fifteen (15) days after the date of delivery specifying any claim, defect, or any other proper objection to the equipment. Buyer shall thereafter be deemed conclusively to have accepted the equipment as satisfactory. Buyer must send the defective part(s) to Mascott at Portland, Oregon, within ninety (90) days from the date of purchase and tag all defective part(s) showing date and all information necessary to support a claim. A revocation of acceptance shall not be effective unless written notice of the revocation is given within ten (10) days after Buyer has discovered the defect in the goods, or twenty (20) days after acceptance of Buyer, whichever occurs first.
11. **MERGER:** This agreement signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms and shall not be modified, controlled, or effected in any way by any usage of trade or subject to any course of dealings or performance between the parties. All agreements entered into prior to or contemporaneously with the execution of this agreement are excluded, whether oral or written. Any and all representations, promises, express or implied warranties or statements by Mascott's agent that differs in any way from the terms of this written agreement shall be given no force or effect.
12. **WAIVER:** Mascott shall not, by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this agreement. No waiver whatever shall be valid unless in writing signed by Mascott, and then only to the extent under the terms set forth therein.
13. **SEVERABILITY:** This agreement is divisible. If any provision of this agreement is declared invalid by any tribunal, the remaining provision of this agreement shall not be affected thereby.
14. **JURISDICTION:** This agreement shall be construed and governed in all matters by the law of the State of Oregon. The parties consent to the exclusive jurisdiction of and venue in Multnomah County, Oregon with respect to any and all claims or controversies arising out of or related to this order, and consent to service of process outside the State of Oregon in any action hereunder by registered mail or personal service. The prevailing party in any action commenced hereunder shall be entitled to a reasonable sum as attorney fees, together with all costs. An action brought for a breach of this agreement shall be commenced within one (1) year after the cause of action has accrued.
15. **DEFAULT:** All times specified in this agreement for the performance of the obligations of the parties shall be deemed of the essence. If the Buyer fails to pay, when due, any amount payable on this agreement or on any other indebtedness of Buyer secured hereby, or shall fail to perform any of the provisions of agreement, Buyer shall be in default.
16. **MASCOTT'S REMEDIES:** On any default, and at any time thereafter, Mascott may, at Mascott's option, pursue any rights and remedies provided by this agreement and the Oregon Uniform Commercial Code, including but not limited to: repossess the machines and equipment from Buyer's premises; dispose of the equipment pursuant to a public or private sale; or forfeit the Buyer's rights and retain all sums paid heretofore by Buyer to Mascott in lieu of resale and in satisfaction of Buyer's obligations. Mascott shall be entitled to compensation for all incidental damages, including but not limited to all commercially reasonable charges, expenses, or commissions incurred in stopping delivery under the Code, in the transportation, care and custody of goods after a breach by Buyer and in connection with the return or resale of goods, or any other damages resulting from a breach by Buyer. Mascott's remedies and rights are cumulative and the exercise of one right or remedy does not exclude any other rights or remedies conferred on Mascott by law.
17. **LIQUIDATED DAMAGES:** The parties agree that Mascott shall be entitled to retain all deposits made by Buyer, as liquidated damages, if Buyer shall breach or fail to consummate this sale. The parties agree that liquidated damages are needed because of the difficulty in determining Mascott's damages upon Buyer's breach. Mascott's capital investment in making the equipment and the numerous jurisdictions in which Mascott sells equipment. At its sole option, Mascott may elect the remedies provided in Paragraph 16 instead of liquidated damages.
18. **LIMITATION ON MASCOTT'S LIABILITY:** MASCOTT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR TIME, INTERRUPTION OR LOSS OF EQUIPMENT, OR LABOR IN REPAIRING, SUSTAINED BY BUYER BY REASON OF ANY DEFECT IN THE GOODS, OR ANY PART THEREOF, DELAY IN THE DELIVERY OF THE GOODS, OR BREACH OF WARRANTY, EXCEPT TO THE EXTENT OF REPAIR OR REPLACEMENT AS PROVIDED IN PARAGRAPHS 19 AND 20.
19. **EXCLUSIVE REMEDY OF THE BUYER:** THE PARTIES AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE GOODS IS TO REQUIRE MASCOTT TO DELIVER TO A CARRIER, PROPERLY CONSIGNED TO BUYER, A SUITABLE PART TO REMEDY THE DEFECT. THE REPLACEMENT OF THE DEFECTIVE PART IS THE LIMIT OF THE LIABILITY OF MASCOTT. THE SOLE PURPOSE OF THIS STIPULATED AND EXCLUSIVE REMEDY IS FOR MASCOTT TO REPAIR, AND OR REPLACE, DEFECTIVE PARTS IN THE MANNER HEREIN PROVIDED. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ON ITS ESSENTIAL PURPOSE SO LONG AS MASCOTT IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE PARTS IN THE PRESCRIBED MANNER.
20. **MANUFACTURERS' WARRANTIES:** SOME OF THE GOODS AND EQUIPMENT SOLD BY MASCOTT MAY BE COVERED BY MANUFACTURERS' WARRANTIES. IN SUCH CASES, ALL MANUFACTURERS' WARRANTIES SHALL BE PASSED TO BUYER FOR BUYER'S BENEFIT.
21. **WAIVER OF EXPRESS WARRANTIES:** EXCEPT AS PROVIDED IN PARAGRAPH 20, MASCOTT GIVES NO EXPRESS WARRANTIES AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS SUPPLIED BY MASCOTT. MASCOTT IS IN NO WAY RESPONSIBLE FOR THE PROPER USE AND OR SERVICE OF SUCH GOODS. EXCEPT AS PROVIDED HEREIN WITH REGARD TO INSPECTION AND ACCEPTANCE, BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF SUCH GOODS.
22. **WAIVER OF IMPLIED WARRANTIES:** THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABILITY OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON MASCOTT'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE, BUYER HAS NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS, AFFIRMATION OF FACT, DESCRIPTION OF GOODS, OR PRODUCT SAMPLES, EXCEPT THOSE EXPRESSLY STATED WITHIN THIS WRITTEN DOCUMENT, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT HEREOF.
23. **EXCLUSION OF WARRANTIES:** MASCOTT MAKES NO WARRANTY AS TO TITLE OF GOODS, CLAIMS OF THIRD PARTY ARISING FROM PATENT OR TRADEMARK INFRINGEMENT, OR AS TO THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR OTHER ENCUMBRANCE ON THE GOODS SOLD TO BUYER AT THE TIME OF THE EXECUTION OF THIS AGREEMENT, AT THE TIME OF DELIVERY OF THE GOODS, OR AT ANY OTHER TIME.
24. **BUYER'S REPRESENTATION:** Buyer recognizes that: (a) the equipment sold to Buyer pursuant to this agreement may be protected by any number of patents and/or trademarks; and (b) part of the consideration for the sale of the equipment is Buyer's representations, therefore, Buyer represents and warrants that Buyer shall not, at any time, alter any equipment furnished by Mascott under this agreement or do anything that will infringe, impeach or lessen the validity of the patents or trademarks under which Mascott's equipment is made or sold.
25. **FACSIMILE S:** Facsimile transmission of any signed original document shall be the same as delivery of an original. At the request of Mascott, Buyer will confirm facsimile transmitted signatures by signing an original document.

Initial: _____

Date: _____

CITY OF McMinnville, OR

100LL Fuel Tank Repair
Project No. 2018-7

PUBLIC IMPROVEMENT CONTRACT

This Contract is between the CITY OF McMinnville, a municipal corporation of the State of Oregon (City) and Mascott Equipment (Contractor). The City's Project Manager for this Contract is Rich Spofford, Engineering Services Manager.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This Contract is effective on the date that it is fully executed. The Contract will expire, unless otherwise terminated or extended, calendar days after the date that the written Notice to Proceed is issued by the City.

2. Statement of Work.

The work required under this Contract is contained in Contract Documents entitled: 100LL Fuel Tank Repair, Project 2018-7. The Contractor shall comply in every way with the requirements of the Contract Documents that are made a part of this Contract by attachment and by this reference.

3. Consideration.

a. The City agrees to pay the Contractor, at the times and in the manner provided in the Contract Documents, the total sum of \$116,878.15. The total sum, however, is subject to increase or decrease in such proportion as the quantities named in the Quote are changed in conformance with the Contract Documents.

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

CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

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

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

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

Signed by Contractor: _____
Signature/Title Date

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

CITY OF McMINNVILLE SIGNATURE

By: _____
City Manager or Designee Date

Approved as to form: _____
City Attorney or Designee Date

CITY OF McMinnville

STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS NOT EXCEEDING \$100,000.

1. Contractor is Independent Contractor

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

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

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

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

2. Subcontracts and Assignment

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

3. No Third Party Beneficiaries

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

4. Successors in Interest

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

5. Contract Documents

The Contract Documents, which comprise the entire Contract between the City and Contractor, consist of the Request for Quotes, Instructions for Submitters, Quote, Standard Public Contract, Special Provisions, and Technical Specifications, all attached hereto.

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

6. Contractor's Representations

By executing this contract, the Contractor represents that:

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

7. Drug Testing Policy

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

8. Notice to Proceed

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

9. Suspension of the Work

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

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

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

10. Early Termination

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The City may terminate the Contract in whole or in part whenever the City determines that termination of the Contract is in the best interest of the public. The City will provide the Contractor seven (7) days prior written notice of a termination for public convenience. After this

notice, the Contractor and the Contractor's surety will provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances will the Contractor be entitled to lost profits due to termination.

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

11. Payment on Early Termination

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

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

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

12. Remedies

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

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

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

13. Access to Records

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

14. Ownership of Work

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

15. Compliance with Applicable Law

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

16. Registration and Licensing

The Contractor certifies that the Contractor is registered with the Oregon Construction Contractors Board in accordance with ORS 701.021 to 701.128 and, further, that all subcontractors performing construction work will be registered with the Oregon Construction Contractors Board in accordance with ORS 701.021 to 701.128 before the subcontractors commence work under the Contract. In addition, the Contractor certifies that the Contractor holds a valid Elevator Contractor License issued under ORS 460.005 to 460.175 or 479.510 to 479.945, and, further, that all subcontractors performing construction work hold a valid Elevator Contractor License issued under ORS 460.005 to 460.175 or 479.510 to 479.945, before the subcontractors commence work under the Contract.

17. Progress Payments and Interest

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

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

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

18. Retainage

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

19. Change Orders

The Contractor agrees to complete this Contract in accordance with the attached specifications and requirements, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event the parties fail to agree, the City may proceed with any additional work in any manner the City may choose. A decision by the

City to proceed to have work done by another party will in no way relieve either the Contractor or City of this Contract and neither will it be cause for collection of damages by either party from the other party.

20. Contractor/Subcontractor Payment Obligations

a. The Contractor is required to include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing this Contract:

1. A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days, out of amounts paid to the Contractor by the City under this contract; and

2. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due. The Contractor or first-tier subcontractor will not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier subcontractor did not make the payment when due is that the Contractor or first-tier subcontractor did not receive payment from the City or Contractor when the payment was due. The interest penalty will be:

(A). For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(B). Computed at the rate specified in ORS 279C.570(2).

b. The Contractor is further required to include in each of its subcontracts, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of this section in each of its subcontracts and to require each of its subcontractors to include those clauses in their subcontracts with each lower-tier subcontractor or supplier.

c. The Contractor will not request payment of any amount withheld or retained in accordance with ORS 279C.580(5) until such time as the Contractor has determined and certified to the City that the subcontractor is entitled to the payment of such amount.

d. A dispute between the Contractor and a subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to subsection (3) or (4) of ORS 279C.580 does not constitute a dispute to which the City is a party and the City will not be included as a party in any administrative or judicial proceeding.

e. The Contractor will pay all contributions or amounts due the Industrial Accident Fund and the State Unemployment Compensation Fund from the Contractor or subcontractor incurred in the performance of the Contract. The Contractor will be responsible for any lien or claim filed against the City on account of any labor or material furnished. The Contractor will pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

f. Pursuant to ORS 279C.515, if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due to the Contractor under this Contract. Payment of claims in this manner will not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

21. Inspection and Acceptance

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

22. Liquidated Damages

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

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

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

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

23. Indemnity and Hold Harmless

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

b. The Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.

24. Insurance

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

25. Bonds

Does not apply.

26. One Year Maintenance and Warranty

a. In addition to and not in lieu of any other warranties required under the Contract, Contractor will make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the City, any and all defects, breaks, or failures of the work occurring within one year following the date of substantial completion when those defects, breaks, or failures are due to faulty or inadequate materials or workmanship. The one-year maintenance period required will, with relation to the required repair, be extended one year from the date of completion of the repair.

b. If the Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, the City may have the defects corrected, and the Contractor and Contractor's surety will be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to the Contractor and the Contractor or the Contractor's Surety will pay the cost of repairs. Failure of the City to act in case of an emergency will not relieve the Contractor or the Contractor's Surety from liability and payment of all costs.

27. Waiver

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

28. Errors

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

29. Governing Law

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

30. Severability

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

31. Attorney's Fees

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

32. Merger Clause

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

EXHIBIT A
COMPLIANCE WITH APPLICABLE LAW
PUBLIC IMPROVEMENT CONTRACT

279C.505 Conditions concerning payment, contributions, liens, withholding, drug testing. (1)

Every public improvement contract shall contain a condition that the contractor shall:

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

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

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

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

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

279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints. (1)

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

(2) Every public improvement contract must contain a clause or condition that, if the contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract

within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

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

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

279C.520 Condition concerning hours of labor. (1)

Every public contract subject to this chapter must contain a condition that a person may not be employed 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 it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work 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 employees may be required to work.

(3) In the case of contracts for personal services as defined in ORS 279C.100, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) In the case of a contract for services at a county fair or for other events authorized by a county fair board, the contract must contain a provision that employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, either at the time of hire or before commencement of work 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 employees may be required to work.

(5)(a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work 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 employees may be required to work. [2003 c.794 §141; 2005 c.103 §29]

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

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

(2) Every public contract subject to this chapter shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or

employers that are exempt under ORS 656.126. [2003 c.794 §143; 2005 c.103 §30]

279C.580 Contractor's relations with subcontractors.

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

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

(3) Each public improvement contract awarded by a contracting agency must include a clause that requires the contractor to include in each subcontract for property or services the contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

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

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

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

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

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

(d) An interest penalty clause that obligates the contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, to pay the first-tier subcontractor an interest penalty on amounts due in

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

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

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

(4) A public improvement contract that the contracting agency awards shall obligate the contractor, in each of the contractor's subcontracts, to require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (3) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

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

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

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

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

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

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

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

(A) Unsatisfactory job progress.

(B) Defective work not remedied.

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

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

(E) Damage to the contractor or subcontractor.

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

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

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

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

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

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

(e) Make such payment within:

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

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

(f) Notify the contracting agency upon:

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

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

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

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

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

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

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

(7)(a) If a contractor, after paying a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor a written notice asserting a deficiency in the first-tier

subcontractor's performance under the public improvement contract for which the contractor may be ultimately liable and the contractor determines that all or a portion of future payments otherwise due the first-tier subcontractor is subject to withholding in accordance with the subcontract, the contractor may, without incurring an obligation to pay a late payment interest penalty under subsection (6)(e) of this section:

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

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

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

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

(a) The amount to be withheld;

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

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

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

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

279C.830 Provisions concerning prevailing rate of wage in specifications, contracts and subcontracts; applicability of prevailing wage; bond. (1)(a) Except as provided in paragraph (e) of

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

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

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

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

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

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

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

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

**EXHIBIT B
INSURANCE**

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

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

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

Required by City I am exempt. Signed _____

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

Required by City Not required by City By: _____

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

Required by City Not required by City By: _____

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: _____

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

Required by City Not required by City By: _____

6. **Notice of cancellation or change.** There will be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without priorwritten notice from the Contractor or its insurer(s) to the City.

7. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor will furnish acceptable insurance certificates to the City at the time the Contractor returns the signed contracts. For general liability insurance and automobile liability insurance, the certificate will provide that the City, and its agents, officers, and employees, are additional insureds, but only with respect to the Contractor's services to be provided under this Contract. The certificate will include the cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies will be provided to the City. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.

EXHIBIT C
CERTIFICATION STATEMENT FOR
INDEPENDENT CONTRACTOR
(Contractor complete A or B below, Project Manager complete C below.)

A. CONTRACTOR IS A CORPORATION

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

_____	_____	_____
Entity	Signature	Date

B. CONTRACTOR IS INDEPENDENT.

Contractor certifies he/she meets the following standards:

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

_____	_____
Contractor Signature	Date

(Project Manager complete C below.)

C. CITY APPROVAL

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

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results,

2. The Contractor is responsible for obtaining licenses under ORS chapters 671 and 701 when these licenses are required to provide the services,
3. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The Contractor has the authority to hire and fire employees to provide or assist in providing the services, and
5. The person is customarily engaged in an independently established business as indicated in B. 4 above.

Project Manager Signature

Date

**EXHIBIT D
TECHNICAL SPECIFICATIONS
AND SPECIAL PROVISIONS**

To be determined based on submission by Contractor and negotiation between the parties prior to execution of the Contract.

RESOLUTION NO. 2018-66

A Resolution Declaring an Emergency and awarding a Contract for Repairs for the 100LL Fuel Tank at the McMinnville Municipal Airport, Project No. 2018-7.

RECITALS:

The City of McMinnville owns and operates the McMinnville Municipal Airport (Airport). The City provides for professional management of the Airport through a contract with Potcake Aviation, Inc. (Potcake), which is responsible for operations and maintenance of all City-owned infrastructure and improvements at the Airport. On June 26, 2018 the 100LL tank was inspected and it was found to be in poor condition and no longer serviceable. On July 25, 2018, Potcake Aviation secured a 1000gal fuel truck from Aurora State Airport that was capable of performing “truck to truck” fuel transfer in order to continue to provide fuel while other options were explored.

On October 19, 2018, an unforeseen breakdown rendered the temporary “truck to truck” transfer inoperable and no longer an option. Potcake Aviation and staff have not been able to come up with another timely and temporary solution and therefore no 100LL fuel is available. As a result of these events, the City is unable to provide an essential fueling service, which significantly impacts airport operations, airport tenants and the flying public.

Based on discussion with vendors, it was determined repairing/refurbishing the tank was the more timely solution and would save about 4 months of construction time. City staff contacted three vendors requesting quotes for work related to the major repair of the Fuel Tank; the only vendor that elected to provide a quote for the work was Mascott Equipment, based in Portland, Oregon. The estimated cost of the work is \$116,878.15, and will be performed as a public works project subject to the payment of Prevailing Wages. Funds for repair/refurbish work to the 100LL tank will come from an inner fund loan from the Wastewater Capital Fund (77) to the Airport Fund (25) which will be presented at a future Council Meeting.

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

1. Declaration of Emergency Circumstances regarding emergency repairs to the AV Gas Tank and System (Fuel Tank) at the McMinnville Municipal Airport is hereby approved.

2. Entry into Contract with Mascott Equipment for the Repairs for the 100LL Fuel Tank at the McMinnville Municipal Airport, Project No. 2018-7 in the amount of \$116,878.15 is hereby approved.
2. The City Manager is hereby authorized and directed to execute both the Declaration of Emergency Circumstances and the Contract with Mascott Equipment.
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 11th day of December 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this 11th day of December 2018.

MAYOR

Approved as to form:

CITY ATTORNEY

McMinnville Municipal Airport



Airport Fuel Farm



**City of McMinnville
City Attorney's Office**
230 NE Second Street
McMinnville, OR 97128
(503) 434-7303

www.mcminnvilleoregon.gov

MEMORANDUM

DATE: December 11, 2018
TO: Jeff Towery, City Manager
FROM: David Koch, City Attorney
SUBJECT: Recology – Rate Adjustment; Rate Review Study

Council Goals:

Manage and Plan to Meet Demand for City Services; Promote Sustainable Growth and Development.

Report in Brief:

On November 28, 2017, the City Council adopted Resolution No. 2017-69, which authorized Recology Inc., the City's exclusive franchisee for the collection of solid waste, to make an out-of-calendar rate adjustment of 10%, related to the diversion of solid waste away from the Riverbend landfill in Yamhill County. The Resolution included a provision that "no further rate adjustments shall be submitted with an effective date prior to July 1, 2019."

Since the passage of Resolution 2017-69, there have been significant and unforeseen disruptions in the global recycling markets that have substantially increased the costs for Recology to handle and process recycled materials. For example, the value for mixed recycling has transitioned from a positive value of \$10/ton to a negative value of \$70/ton. Although rates have now stabilized, the "new normal" has resulted in rate surcharges in more than 34 surrounding communities in the past year.

On October 8, 2018, Recology submitted a formal request to the City for consideration of an out-of-calendar rate adjustment of 10.47%, to be effective January 1, 2019, which included a 5.70% adjustment related to unanticipated increased costs of handling recycling materials, and a 4.77% rate increase related to cost-of-living increases. Recology's request was presented to the Council during its work session on November 13, 2018.

Under the terms of the Franchise Agreement, the City may conduct a review of Recology's Revenue and Allowable Expenses for the purpose of reviewing the reasonableness of rates charged by Recology for services provided under the Agreement. Representatives from the City and Recology agree that a rate review study would be beneficial at this time, and recommend that such a review be conducted prior to the end of the current calendar year.

During the November 27, 2018 council Meeting, representatives of Zero Waste McMinnville advocated for the creation of a Styrofoam recycling program and the majority of the Council appeared to support that effort as well. During the meeting a representative of Recology

expressed interest in the proposal and subsequently, Carl Peters, General Manager – Northern Oregon Operations and Recology Oregon Compost, presented three options for the Council to consider and will address the Council during the December 11 meeting:

1. 5.0% effective January 1 with no Styrofoam program, balance of rate request after review completion
2. 5.5% effective January 1 with Styrofoam implemented January 1 or sooner, balance of rate request after review completion
3. 5.0% effective January 1 with Styrofoam implementation delayed until review completion and .5% additional on balance of request.

Recology wants to note that their proposal is for a drop-off only program for commercial and residential customers. They believe that any other program, i.e. curbside, would be ineffective from a cost and service perspective and would have no intention of presenting another option.

Due to the significant disruptions that have occurred in the past year to the global recycling markets and to accommodate a Styrofoam Program to be implemented January 1, 2019 or sooner, City staff recommends that the Council consider and approve partial out-of-calendar rate adjustment of 5.5%, to be effective January 1, 2019, and that the remainder of the request should be considered following the completion of an appropriate rate review study.

Attachments:

Recology Rate Review Packet and Proposal, dated October 8, 2018 [updated December 4, 2018].

Recommendation:

Approve Resolution 2018-67.



Mr. Jeff Towery
 City Manager
 City of McMinnville
 230 E. 2nd St.
 McMinnville, OR 97128

December 4th, 2018

Dear Jeff:

Thank you for the opportunity to present this modified rate request for Recology Western Oregon based on the feedback at the most recent council meeting. We are proposing three rate options for consideration by the Council:

- OPTION A: 5.00% adjustment effective 1/1/19 to recover costs of recycling based on the staff recommendation from the meeting on 11/27/18, no action on Styrofoam at this time.
- OPTION B: 5.50% adjustment effective 1/1/19 to recover costs of recycling and add Styrofoam collection at the McMinnville Transfer Station (MTS).
- OPTION C: 5.00% adjustment effective 1/1/19 to recover costs of recycling, approve Styrofoam program but combine as part of the 2019 rate review, with 0.50% added to the rate adjustment after review completion

* Please note Option B & C require drop off at MTS, no curbside collection.

Collect material at MTS via Resource Rescue drop off

- Supervised drop-off to confirm material meets specs, customer status, record weight
 - Polystyrene Foam (EPS & XPS) – #6 block foam packing material, coolers, meat trays, egg cartons, unused cups, plates & trays
 - Available to City of McMinnville residents and commercial small quantity generator businesses (1 yd/day)
 - Fee based for non-McMinnville residents
 - Non-foam items targeted for future add in
 - Commercial large quantity generators targeted for future add in; reduced fee option targeted for future add in as well

The chart below shows the rate impacts of Option A and B to common service levels:

Service Level	Curr	Option A		Option B		Impact
		5%	New Rate	5.5%	New Rate	
32 Gal Weekly	\$24.55	\$1.23	\$25.78	\$1.35	\$25.90	\$.12
90 Gal EOW	\$26.62	\$1.33	\$27.95	\$1.46	\$28.08	\$.13
2 yd container	\$260.15	\$13.01	\$273.16	\$14.31	\$274.46	\$1.30



The employee owners at Recology look forward to implementing this and other exciting programs in cooperation with the City of McMinnville. Together, we can recognize a sustainable vision that moves us in the direction of seeing a world without waste.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carl Peters', with a long horizontal flourish extending to the right.

Carl Peters
General Manager

RESOLUTION NO. 2018-67

A Resolution approving an out-of-calendar rate adjustment for Recology Inc., of 5.5% for solid waste services, and requiring completion of a rate review study.

RECITALS:

On November 28, 2017, the City Council adopted Resolution No. 2017-69, which authorized Recology Inc., the City's exclusive franchisee for the collection of solid waste, to make an out-of-calendar rate adjustment of 10%, related to the diversion of solid waste away from the Riverbend landfill in Yamhill County. The Resolution included a provision that "no further rate adjustments shall be submitted with an effective date prior to July 1, 2019."

Since the passage of Resolution 2017-69, there have been significant and unforeseen disruptions in the global recycling markets that have substantially increased the costs for Recology to handle and process recycled materials. For example, the value for mixed recycling has transitioned from a positive value of \$10/ton to a negative value of \$70/ton.

On October 8, 2018, Recology submitted a formal request to the City for consideration of an out-of-calendar rate adjustment of 10.47%, to be effective January 1, 2019, which included a 5.7% adjustment related to the increased costs of handling recycling materials. Recology's request was presented to the Council during its work session on November 13, 2018.

On November 27, 2018, public testimony and City Council discussion indicated support for implementation of a Styrofoam Recycling Program and subsequently, Recology expressed willingness to implement such a program effective January 1, 2019 or sooner.

Under the terms of the Franchise Agreement, the City may conduct a review of Recology's Revenue and Allowable Expenses for the purpose of assessing the reasonableness of rates charged by Recology for services provided under the Agreement.

The Council finds that a portion of the Recology proposal is reasonable and in the public interest to be effective January 1, 2019, and that the remainder of the request should be considered following an appropriate rate review study.

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

1. Recology, Inc., is permitted to make an out-of-calendar rate adjustment of not more than 5.5%, to be effective January 1, 2019.
2. The City will conduct a rate review study for the purpose of reviewing the reasonableness of proposed additional rate adjustments proposed by Recology, and will bring a recommendation regarding the same back to Council by not later than July 31, 2019.
3. The City Manager is authorized to execute such documents as are necessary to implement this resolution.
4. 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 on December 11, 2018, by the following votes:

Ayes: _____

Nays: _____

Approved December 11, 2018.

MAYOR

Approved as to form:

CITY ATTORNEY



**CITY OF McMINNVILLE
FINANCE DEPARTMENT
230 NE Second Street
McMinnville, Oregon 97128
www.mcminnvilleoregon.gov**

MEMORANDUM

DATE: December 11, 2018
TO: Jeff Towery, City Manager
FROM: Marcia Baragary, Finance Director
SUBJECT: Resolution No. 2018-68, a Resolution making a budgetary transfer of appropriation authority for fiscal year 2018 – 2019 (Building Fund)

Discussion:

Oregon Revised Statute (ORS) 294.436 allows a governing body to authorize a transfer of appropriation authority, after a budget has been adopted, by passing a resolution or ordinance. Transfers may be made from an operating contingency appropriation or other appropriation category to the appropriation category from which it will be expended.

Due to circumstances that were unanticipated at the time the 2018 – 2019 budget was adopted in June 2018, it is necessary to transfer appropriations from the Building Fund contingency and capital outlay appropriations to the materials and services appropriations. This transfer is necessary due to unanticipated costs associated with staff turnover and a transition to a new e-permitting software program.

Resolution No. 2018-68 transfers \$70,200 in appropriation authority to the Building Fund materials and services appropriations, with \$65,000 transferred from contingency and \$5,200 from capital outlay appropriations.

Attachment:

Resolution No. 2018-68, a Resolution making a budgetary transfer of appropriation authority for fiscal year 2018 – 2019 (Building Fund)

Action:

A motion is needed to approve Resolution No. 2018-68.

RESOLUTION NO. 2018-68

A Resolution making a budgetary transfer of appropriation authority for fiscal year 2018-2019 in the Building Fund.

RECITAL:

Oregon Revised Statute (ORS) 294.463 allows a governing body to authorize a transfer of appropriation authority after a budget has been adopted by passing a resolution or ordinance. Transfers may be made from an operating contingency appropriation or other appropriation category to the appropriation category from which it will be expended.

This is a budgetary transfer within the Building Fund, including \$65,000 from the contingency fund to Materials and Services and \$5,200 from Capital Outlay to Materials and Services.

This transfer reflects unanticipated costs associated with staff turnover and a transition to a new e-permitting software program.

In April, 2018, the City's Building Official left his position. The City then engaged a temporary, part-time Building Official. With this transition, the City elected to contract for plan review services. Overtime, the City elected to maintain this set-up for nine months. The cost of the consultant services in 2018-2019 was unanticipated at the time the 2018-2109 budget was adopted, and is estimated to be approximately \$70,000. \$15,000 was already appropriated in the budget that could be used for this purpose under professional services. An additional \$55,000 is needed for the balance.

In May 2018, the City started to initiate a transition to the state e-permitting Accela software platform. As the City started meeting with staff at the Oregon Building Codes Division it became apparent that the Building Fee Schedule was out-of-date and out-of-compliance with state laws and rulemaking. The last user fee study for the Building Program was conducted in 2002. Previously, in April 2018, the City had contracted with a consultant to perform a user fee study of the Planning Program. The contract with the consultant was amended to include updating and assessing the Building Program fees. The cost of the fee assessment for the Building Program, which was unanticipated at the time the 2018-2019 budget was adopted, is approximately \$8,800.

Additionally, with the transition to a new e-permitting software program, the Building Program is restructuring its workspaces to provide more efficient customer service. \$5,200 from Capital Outlay will be transferred to Materials and Services for the amended work stations. This \$5,200 is from unanticipated savings on a vehicle purchase at the beginning of the fiscal year.

This resolution transfers appropriation authority from the Building Fund operating contingency, decreasing the operating contingency by \$65,000 and increasing materials and services appropriations by \$65,000, and decreasing the capital outlay by \$5,200 and increasing materials and services by an additional \$5,200.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF McMinnville, OREGON, that the following transfer of appropriation authority under the fiscal year 2018-2019 City of McMinnville adopted budget is hereby made, as follows:

1. The following emergency need exists in the Building Fund:

In the Materials & Services category due to unanticipated costs related to the Building Fund user fee study and the need to contract with a consultant for Building plan review services.

<u>Building Fund:</u>	<u>Adopted Budget</u>	<u>Budget Adjustment</u>	<u>Amended Budget</u>
Requirements:			
Personnel Services	\$ 577,546	-	\$ 577,546
Materials & Services	101,758	70,200	171,958
Capital Outlay	27,000	(5,200)	21,800
Transfers Out to Other Funds	79,151	-	79,151
Contingencies	75,000	(65,000)	10,000
Ending Fund Balance	<u>838,506</u>	<u>-</u>	<u>838,506</u>
Total Requirements	<u>\$1,698,961</u>	<u>-</u>	<u>\$1,698,961</u>

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 11th day of December 2018 by the following votes:

Ayes: _____

Nayes: _____

Approved this 11th day of December 2018.

MAYOR

Approved as to form:

CITY ATTORNEY



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

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: December 11, 2018
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: Resolution No. 2018 – 64, “Board, Committee and Commission Appointments”

Council Goal:
Promote Sustainable Growth and Development

Report in Brief:
This is the consideration of Resolution No. 2018-64, appointing volunteers to City boards, committees and commissions.

Background:
The City of McMinnville has many boards, committees and commissions that support the City’s work on a volunteer basis. The City Council makes annual appointments to these boards, committees and commissions at their meeting in December of each year to fill those positions that are being vacated by people whose terms have expired or have resigned from their position.

The City solicits applications by advertising the vacancies in October in the News Register. The applications are then reviewed and interviews conducted by the Mayor, Council President, and the board, committee or commission chair, who then make recommendations to the City Council for appointment.

Discussion:
Since interviews are still underway when this staff report was prepared, recommendations for the appointments will be provided at the City Council meeting.

Positions currently being filled include:

BUDGET COMMITTEE
(3-year term)

_____ Expires December 31, 2021

_____ Expires December 31, 2021

LANDSCAPE REVIEW COMMITTEE

(3-year term)

_____ Expires December 31, 2021

HISTORIC LANDMARKS COMMITTEE

(4-year term)

_____ Expires December 31, 2022

PLANNING COMMISSION

(4-year term)

_____ (Ward 3) Expires December 31, 2022

_____ (Ward 3) Expires December 31, 2022

_____ (At Large) Expires December 31, 2022

_____ (At Large) Expires December 31, 2019

Fiscal Impact:

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

Council Options:

1. **APPROVE** Resolution No. 2018 – 64
2. **REQUEST** more time and/or information.
3. **DO NOT APPROVE** Resolution No. 2018-64, directing staff to post notice of continued vacancies and the city’s interest in soliciting new applications.

Recommendation/Suggested Motion:

“I MOVE TO APPROVE RESOLUTION NO. 2018 – 64 APPOINTING THE FOLLOWING PEOPLE TO THE FOLLOWING COMMITTEES AND COMMISSIONS:

_____, to the Landscape Review Committee to serve a three year term that expires on December 31, 2021.

_____, to the Historic Landmarks Committee to serve a four year term that expires on December 31, 2022.

_____ and _____, to the Planning Commission representing Ward 3 to serve a four year term that expires on December 31, 2022.

_____, to the Planning Commission representing an At-Large position to serve a four year term that expires on December 31, 2022; and

_____, to the Planning Commission representing an At-Large position to serve a one year term that expires on December 31, 2019.

RESOLUTION NO. 2018-64

A Resolution appointing and re-appointing members to the various Boards, Committees, and Commissions.

RECITALS:

The City of McMinnville has several Boards, Committees, Commissions, and Task Forces made up of volunteers; and

The City Council is responsible for making appointments and re-appointments.

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

1. The City Council appoints the following volunteers the various Boards, Commissions, and Committees as detailed below.

BUDGET COMMITTEE

(3-year term)

Expires December 31, 2021

Expires December 31, 2021

HISTORIC LANDMARKS COMMITTEE

(4-year term)

Expires December 31, 2022

LANDSCAPE REVIEW COMMITTEE

(3-year term)

Expires December 31, 2021

PLANNING COMMISSION

(4-year term)

_____ (Ward 3)

Expires December 31, 2022

_____ (Ward 3)	Expires December 31, 2022
_____ (At Large)	Expires December 31, 2022
_____ (At Large)	Expires December 31, 2019

2. This Resolution and these appointments will take effect January 1st, 2019.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 11th day of December, 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this 11th day of December, 2018.

MAYOR

Approved as to form:

City Attorney



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

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: December 11, 2018
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: Resolution No. 2018-62, "Building Fee Schedule"

Council Goal:

Promote Sustainable Growth and Development.

Report in Brief:

This is the consideration of Resolution No. 2018-62, adopting a Building Fee Schedule for the City of McMinnville. This Resolution repeals all previous resolutions adopting building fee schedules, and adopts the fee schedule on January 25, 2019 with the new fees being effective as of January 28, 2019.

A public hearing will be conducted to solicit public comment per ORA 294.160, and after action of the City Council, a 45-day notice will be provided to the Oregon Building Codes Division, per OAR 918-020-0220(1)(a).

Background:

This fee schedule is the result of a fee study conducted May – November, 2018 with Capital Accounting Partners, LLC. (CAP) to ascertain the full cost recovery of providing a building program. (Attachment A - City of McMinnville, Oregon, User Fee Study Report – Development Services, November, 2018). The last time that such a study was undertaken by the City of McMinnville was in 2002.

In May, 2018, as the City of McMinnville was meeting with the Oregon Building Codes Division to transition to the state epermitting Accela program, state staff reviewed the City of McMinnville's Building fee schedule and discovered that it was out-of-date and needed to be updated to be compliant with state regulations.

For several months, city staff met with Dan Edds, the consultant from CAP to discuss each permit process and how much time it took each staff member to intake, review and issue permits for each different type of permit required. Discussions focused done to ten (10) minute intervals, and assumptions were tested in the full group of staff for concurrence.

Meanwhile, at the same time, Dan Edds worked with the City Finance Department on an indirect cost allocation plan. Indirect cost allocation plans calculate the costs of central services to each enterprise fund and specialty user program.

Attachments:

*Capital Accounting Partners, LLC User Fee Study Report – Development Services
Current, Full Cost Recovery and Proposed Fee Comparison Table
Resolution No. 2018-62 with Building Fee Schedule*

In August, 2018, the City of McMinnville Planning Department staff hosted a meeting with the McMinnville development community to discuss the results of the user fee study. The study concluded that the Building program was operating at a 92% cost recovery and was missing many permits in its fee schedule. Most of the permits missing were smaller appliances, second plan reviews, investigations fees and off-hour inspection fees.

Discussion:

The proposed Building Fee Schedule:

- Assumes 100% cost recovery. The operating cost of the Building Division is defined as the direct cost of operating the Division and the indirect costs.
- Retains a plan review fee of 65% of the building permit fee (some communities charge 85% (Newberg) or 100% (Redmond)).
- Adds many unit fees per the requirements of the state. Since many of the unit fees will be new to the City of McMinnville, staff recommends a reduced level of collection initially with the intent to move to full cost recovery over the next five years.
- Builds a 6 month reserve over five years.
- The intent of the fee schedule is to maintain a reserve equivalent to 6 – 12 months operating budget. When the reserve account exceeds or does not meet the annual operating budget by more than 25%, adjustments to the fee schedule will be made.
- The fees identified in the Building Fee Schedule are those charged by the City of McMinnville. Any surcharges or other applicable fees adopted by the State of Oregon or Yamhill County shall be in addition to the above fees.
- The fee schedule adopted in this resolution shall be the maximum fee schedule for each program and shall not be exceeded without further Council action.

Fiscal Impact:

It is anticipated that the Building Fee Schedule will increase building permits by 0 – 15% depending upon the permit. The Building Fee Schedule should fully fund the Building Program and allow for a six month reserve build-up over five years.

Board Options:

1. Approve Resolution No. 2018-62.
2. Request more information.
3. Elect to take no action.

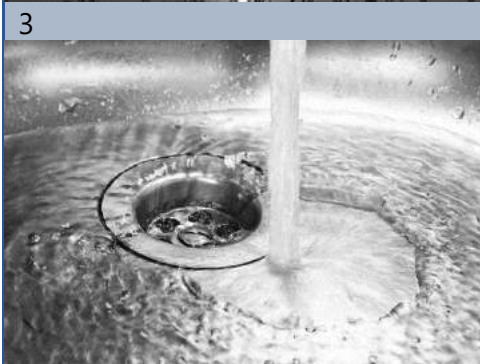
Action / Recommended Motion:

"I move to approve Resolution No. 2018-62."

Attachments:

*Capital Accounting Partners, LLC User Fee Study Report – Development Services
Current, Full Cost Recovery and Proposed Fee Comparison Table
Resolution No. 2018-62 with Building Fee Schedule*

451	368	45	73	38	99	25	71
164	94	54	91	85	40	70	39
166	172	10	30	62	49	32	35
433	896	2,132	2,390	3,950	2,175	1,389	2,800
.870	2,845	1,001	1,920	1,748	2,307	2,599	1,396
2,427	1,133	1,308	3,929	3,176	2,514	2,659	1,177
2,424	2,697	1,710	1,287	1,272	2,393	2,099	1,100
1,692	1,844	1,725	2,110	1,505	1,922	1,320	1,320
1,199	1,903	1,442	3,292	2,290	2,046	2,100	1,201
2,032	1,198	2,453	1,272	1,509	1,201	1,201	1,201
290	92	285	430	158	115	76	109
243	430	158	271	324	658	109	2
249	175	304	109	2			



City of McMinnville, Oregon

User Fee Study Report – Development Services

November 2018



Capital Accounting Partners, LLC
 3570 Buena Vista Drive
 Sacramento, CA 95864
 (916) 670-0001

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Project Scope

The City engaged Capital Accounting Partners to prepare an indirect cost allocation plan (report provided under separate cover) and a user study for Current Planning and Building Services.

Current Planning is the application review and decision issuance for currently planned development and does not include long range planning. Building Services reflect the permit intake and plan review for projects planned to be built immediately. Both are considered development specific specialty services.

The purpose of the indirect cost allocation plan is to capture the full cost of providing city services within its user fees. Specific project deliverables included:

- Prepare a full cost, indirect cost allocation plan according to the principles and methodology prescribed by the Federal Office of Management & Budget;
- Calculate the full cost of user fees for Current Planning and Building services;
- Conduct a comparison survey of benchmark cities; and
- Prepare a report and deliver a presentation to the City Council covering the results of the project.

We understand that when cities engage in a comprehensive analysis of its user fees when it has not been done before, or it has been many years since the last study, that the results can be startling. Because of this, we put significant resources into a method of cost analysis that is robust and fully reflects the input and collaboration of staff. We would like to thank the leadership and staff of the Community Development Department for an excellent process and their commitment to full transparency.

Summary of Costing Methodologies

Indirect Cost Allocation Plan

The methodology used to develop the Indirect Cost Allocation Plan has been established by the Federal Government's Office of Management and Budget (OFM). The purpose of which, is to establish a formal and consistent methodology to charge overhead in a way that was accurate. Therefore, by using this methodology Capital Accounting Partners is applying the same discipline in calculating overhead for the City of McMinnville as the Federal Government uses. The results of this project have been provided under separate cover to the Finance Department. Overhead costs for Planning and Building Services has been factored into the user fees.

The following table is one segment of the results from the Indirect Cost Allocation Plan and is provided for illustrative purposes.

Sources of Indirect Cost

Overhead Costs Allocated to Receiving Departments

Department	Total	85-85 Insurance Services	01-CC Administration - Community Services	80-80 Information Systems & Services	15-15 Emergency Communication	70-70 Building Fund	05 Engineering	07 Planning	11 Police
01-CM Administration - City Manager	\$358,846	\$3,447	\$606	\$3,429	\$2,878	\$2,263	\$25,493	\$38,112	\$53,256
03 Finance - Accounting	\$696,463	\$9,447	\$3,694	\$16,065	\$7,862	\$9,367	\$14,783	\$17,187	\$117,349
01-HR Administration - Human Resource Mgt	\$229,941	-	-	\$4,244	-	\$5,304	\$8,296	\$8,593	\$55,557
01-CP Administration - City Hall/Property	\$239,453	\$6,305	\$1,109	\$6,273	\$5,266	\$4,140	\$6,542	\$8,972	\$51,255
01-MCC Administration - Mayor & City Council	\$171,166	-	-	-	-	-	\$41,533	\$62,929	\$47,826
01-CA Administration - City Attorney	\$271,860	\$12,319	\$2,166	\$12,258	-	-	\$12,782	\$17,531	\$100,148
03-AB Finance - Ambulance Billing	\$145,700	-	-	-	-	-	-	-	-
80 Information Systems & Services - Personal Services	\$422,497	-	-	-	-	\$9,276	\$16,243	\$14,194	\$95,839
Total Claimable Costs	\$2,535,926	\$31,518	\$7,575	\$42,269	\$16,006	\$30,351	\$125,671	\$167,520	\$521,228

Costs derived from the Cost Allocation Plan have been included in the full cost of services for Current Planning and Building fees.

User Fee Study

Driver Based Costing Models

Developing a driver-based costing model is a detailed and robust method of calculating the cost of a specific service. It is based on the principles of activity-based costing so it seeks to understand cost at an operational level. This means it relies on understanding the time staff invests in core business processes to provide fee and non-fee services. This provides the ability to understand staff time and cost as each staff position participates in providing fee services.

Project Steps and Process

Step 1: Collect Data – This first step involves discussions with staff to identify those positions within the department that provide and support direct services. It also involves collecting departmental budget and expenditure data, identifying the salary and benefits for each position, and identifying non-personnel expenditures, as well as any departmental and City-wide overhead. Specifically, the steps involve the following:

- **Identifying staff positions** – This includes aligning staff names and positions.
- **Calculating the number of productive hours** – For each position, vacation time, sick leave, paid holidays, professional development (training), routine staff meetings, and daily work breaks are deducted from the standard 2,080 annual hours. The result is a range of hours available for each position on an annual

basis. This range is typically 1,500 to 1,650 hours. Factors that influence this range are length of service with the jurisdiction and local policies for holiday and personal leave time.

- **Identifying and allocating non-personnel costs** – Costs for materials and supplies are allocated to the salary and benefits for each position.
- **Assigning any other expenses that are budgeted in other areas** – There are often expenses that should be included with the total cost of services. Examples of such costs might include amortized capital expenses for vehicles and technology.
- **Identifying core business processes or activities** – This step also involves discussions with staff to understand, at an operational level, the work of the operating unit. Core business processes used to provide services are identified and then defined by the tasks that are involved. Processes are also organized by direct and indirect categories:
 - **Direct processes and activities** – Those processes that directly contribute to the processing of an application or permit are first identified. Examples of a direct activity are building inspection, plan check, and application intake.
 - **Indirect processes and activities** – Those processes that support, but do not directly apply to the processing of a specific application or permit. An example of an indirect activity is customer service or staff training to maintain certifications. Most jurisdictions highly value customer service, but it is difficult to assign a specific cost or unit of time to an individual service.

Step 2: Building cost structures – This second step involves significant interaction with staff and the development of time estimates for both direct and indirect processes in each department. Specifically, this step is at the core of the analysis. There are four processes that comprise this step:

1. **Gathering time estimates for direct processes** – By interviewing staff in individual and group meetings, an estimate of time was assigned to each service by the process that is indicated. For the most part, the processes included three primary steps:
 - a. Application Intake / Permit Intake;
 - b. Application Review / Plan Review; and
 - c. Decision Process / Construction inspections.
2. **In this analysis, staff time is estimated and assigned to each step.** The sum of all the process steps is the total time that is required to provide that specific service.
3. **Assigning indirect and annual process time** – An annual time estimate is gathered from staff for those indirect or support processes in which they are involved. These may include activities such as program administration, customer service, and department administration. These costs are allocated to all services proportionately to all services provided by the department.
4. **Calculating fully loaded hourly rates and the cost of service** – Once the total time for each direct and indirect service is estimated, the cost of service is calculated by using the fully loaded hourly rates for

each staff member or position that is involved with the service. The fully loaded hourly rate for each employee is based on the employee's salary and benefit costs plus a share of non-personnel and City overhead costs divided by the employee's available work hours (i.e. 2,080 hours minus all leave hours). Thus, the direct and indirect cost by activity also includes departmental and citywide overhead as well as non-labor costs. The source of City indirect costs and non-personnel costs is from the annual budget or cost allocation that has been established by the City.

5. **Gathering activity or volume data** – A critical element in the analysis is the number of times a given service is provided on an annual basis. This is critical data for four reasons:
 - It allows a calculated projection of current revenue based on current prices. This is compared with actual revenue to see if there is a close match as the data should match.
 - It allows for a calculated projection of revenue at full cost. This is compared to actual expenditures to see if there is a close match as the data should match.
 - It allows for a calculation of total hours consumed. Hours consumed must closely match actual hours available.
 - If any of the three calculations do not approximate actual numbers, then time estimates and/or volume data need to be re-evaluated. These are critical quality checks for costing accuracy.

Step 3: Calculating the full cost of services – This third step calculates the full cost of service for each direct service in the department. In the previous step, the cost of service was calculated for each direct and indirect service. In this step, the cost layers are brought together to establish the full cost of service for a specific direct service, program, or activity. As previously mentioned, the cost of each direct service is calculated. To determine the full cost of service, the cost of indirect services is allocated to each direct service based on the proportion of labor spent processing each permit and application. By summing the direct and allocated indirect costs and multiplying that by the activity data, a total cost of service is calculated for both an individual service and the operating unit as a whole.

Step 4: Set fees

Based on any new, existing, or revised cost recovery policies, the recommended fees can be established. The recommended fees will be established based on City staff recommendations and Council discussion in the future. The fee analyses in this report are based on full cost recovery.

Assuring Quality Results

In our analysis we utilize both quantitative and qualitative tests for quality.

Quantitative

Our process incorporates substantial input from both individuals and groups. Our bias is that we get the best data from group interviews. For example, in determining how much time is required for any specific type of building inspection, we want to hear the perspective of an inspector, of the inspector supervisor, and the counter tech or project manager. Each will have a perspective. Each will contribute value to the estimate. When all perspectives agree, we have confidence in our results.

Qualitative

We also utilize four qualitative measure of quality data. When each of these measures match and there are no major disagreements with the qualitative assessment, we have significant confidence in our results. These qualitative measures are:

Quantitative Analysis	Targeted Margin of Error
1) Budgeted expenses entering the cost models must equal total expenses accounted for in the costing model.	0%
2) Projected revenue from fees must closely match actual revenue from fees.	+ or - 5%-10%
3) Available staff time must be fully accounted for in the costing models.	0%
4) Total revenues from fees and contributions from the general fund or other sources must match total expenses.	0%

Summary of Results

Summary of Results

We realize that when it has been several years, if ever, since a user fee study has been conducted that results can be startling. This is especially true for Current Planning services, which traditionally lag Building services in cost recovery. This trend is clearly illustrated in the results below.

Department or Division	Annual Revenue Impacts			Reserve
	Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)	6 Months Reserve, 5 yr build up
Planning	\$ 280,186	\$ 41,560	(\$238,626)	\$28,011
Building	\$ 823,431	\$ 719,575	(\$103,856)	\$82,343
Totals	\$ 1,103,617	\$ 761,135	(\$342,482)	\$110,354

These results indicate that if the City were to fully recover its costs for Current Planning and Building services it would realize an additional \$342,482. Recovering full cost may or may not be in the best interest of the City of McMinnville. However, most municipal agencies adopt some kind of policy or practice that maximizes cost recovery for development services.

Reserves

Since the recession of 2007 many of our clients have seen the value of establishing reserve accounts to compensate for fluctuations in development. Having a reserve allows the City to maintain a high level of service even during economic down turns and retain the intellectual capital of City processes, procedures, and values. Because of this, we included reserves in our analysis. The objective was to establish a 6 month operating reserve and build this up over 5 years.

Summary of Planning Results

The Planning Department is responsible for coordinating both long-range and current planning needs of the City. As such, the Planning Department plays a vital role in the long-term development of a vibrant and livable City.

The results of this study should result in several upgrades to the fee structure of the Department:

1. Planning fee schedule has been brought up to date, relative to current processes & procedures;
2. Planning fees have been added that fully reflect the operations of the Department; and
3. The calculated cost reflects the full cost to the City for providing Planning services.

These are all common factors in recovering appropriate costs where cities utilize deposits and charging application processing based on actual staff time. Hourly rates are frequently not adjusted to keep with the labor costs, expenses and revenues are not aligned, and systems to track & manage staff time relative to project work are consistently too simplistic or too complex. In short, without a consistent approach to updating the planning fee schedule, fees do not keep up with inflationary pressures on cost structures.

New Planning Fees

As a result of the study, 21 new Planning fees have either been added to the fee structure or reconfigured from the old fee schedule. If fully implemented, these new fees will increase revenues by \$104,205.

The annual activity from these flat fees is projected at 280 applications. The average of these fees increases from \$202 to \$378 as the fee table in the appendix will outline.

Appendix 1 will detail the results of Planning fee calculations. This table has multiple data inputs which include:

1. Fee description;
2. The number of times each fee has been processed within the last 12 months;
3. Direct cost of services which include labor and an allocated amount for non-personnel services;
4. Indirect and support services which include:
 - a. Citywide indirect costs;
 - b. Costs for department management & administration; and
 - c. Pre-application review and customer service.
5. Annual comparisons of current revenues vs. full cost.

Summary of Building Results

The Building Division is part of the Community Development Department, even though it is a separate fund for budget purposes. The Building Division responds to the development community and citizens of the City by ensuring that structures are built or remodeled to comply with the intent of state codes. As such, the Division plays an important role to ensure a safe, vibrant, and livable City.

Calculating building fees for new construction projects has an inherent advantage over planning fees. Most municipal agencies calculate new construction building permits as a function of construction value. They will frequently use given valuation, valuation as defined by the International Code Council (ICC), or a combination of both. This means that as construction costs become more expensive due to simple inflationary pressures, permit fees go up accordingly. In addition, plan check fees are often derived as a percentage of the building permit, so plan check revenues increase accordingly.

For these reasons, building fees, as a result of a fee study, frequently show smaller increases in revenues than planning fees. Our projections of additional revenue for Building & Safety will result in an additional \$103,856.

Valuation Based Fees

The City of McMinnville, like many municipal agencies, calculate building fees based on the value of the project. In our assessment of Building fees, we determined that the City needs to increase these fees by a modest 9%.

Building Permit Fee Table					
Total Valuation			New Fee Basis		
	\$1.00	to	\$ 500.00	\$ 16.66	
Baseline	\$501.00	to	\$ 2,000.00	\$ 16.66	First \$500
Additional		to		\$ 2.16	Each additional \$100.
Baseline	\$2,001.00	to	\$ 25,000.00	\$ 49.03	First \$2,000
Additional		to		\$ 9.92	Each additional \$1000.
Baseline	\$25,001.00	to	\$ 50,000.00	\$ 277.17	
Additional		to		\$ 4.96	Each additional \$1000.
Baseline	\$50,001.00	to	\$ 100,000.00	\$ 401.15	
Additional		to		\$ 4.96	Each additional \$1000.
Baseline	\$100,001.00	to	\$ 500,000.00	\$ 649.13	
Additional		to		\$ 3.97	Each additional \$1000.
Baseline	\$500,001.00	to	\$ 1,000,000.00	\$ 2,632.93	
Additional				\$ 3.37	Each additional \$1000.
Baseline	\$1,000,000.00	to	Up	\$ 4,316.98	
Additional		to		\$ 2.58	Each additional \$1000.

Appendix 2 will detail adjustments in individual fees. This table is structured in the same way the Planning fee table is structured.

1. Fee description;
2. The number of times each fee has been processed within the last 12 months;
3. Direct cost of services which include labor and an allocated amount for non-personnel services;
4. Indirect and support services which include:
 - a. Citywide indirect costs;
 - b. Costs for department management & administration; and
 - c. Pre-application review and customer service.
5. Annual comparisons of current revenues vs. full cost.

Comparison Review

As part of this analysis, a survey was conducted to compare selected development fees with selected development fees for 8 benchmark cities in Oregon. Our approach to comparison studies is to identify a small number of relevant projects or services rather than comparing the universe of fees. The benchmark cities we used are Newberg, Woodburn, Tigard, Sherwood, Wilsonville, Albany, Redmond, Grants Pass, and Tualatin.

In comparing fees and services, we do urge caution for the following reasons:

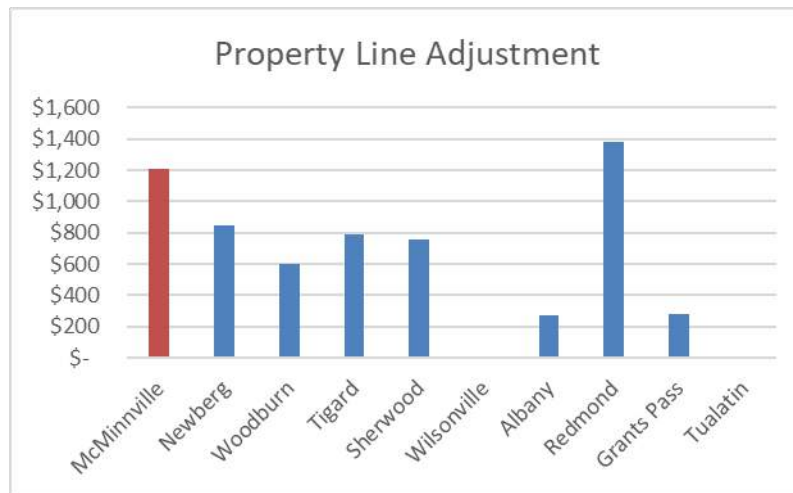
- **Communities have different policies regarding user fees.** Some desire to subsidize their fees while others want to charge full cost. This means that costs are being compared against price.
- **Service levels can vary dramatically from one community to the next.** For example, one city may work hard to guarantee next day inspections while another determines that inspections within 48 hours of a request is acceptable.
- **Service descriptions can vary.** Cities will often bundle services while others keep them separate.
- **Multiple methods of calculating new construction building fees.** For example:
 - One city may use given construction value to calculate building fees while another may use the ICC table;
 - ICC tables are updated at least annually but many cities will only make the change if required to do so; and
 - Other cities may calculate new construction fees based on a cost per square foot, organized by building occupancy type, and not use valuation at all.
 - The practice of updating fees can vary. Some cities adjust fees annually to compensate for known changes in labor costs. Other cities adjust fees less frequently, if at all. It is not unusual for us to find cities that have not adjusted user fees for 10-15 years.

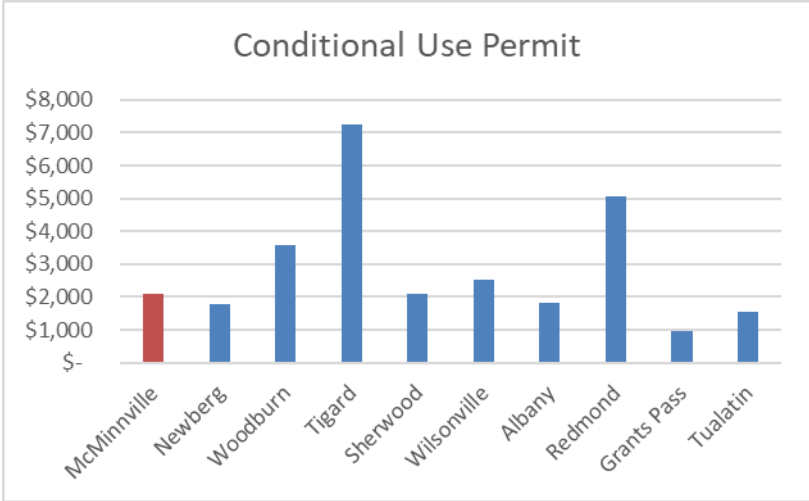
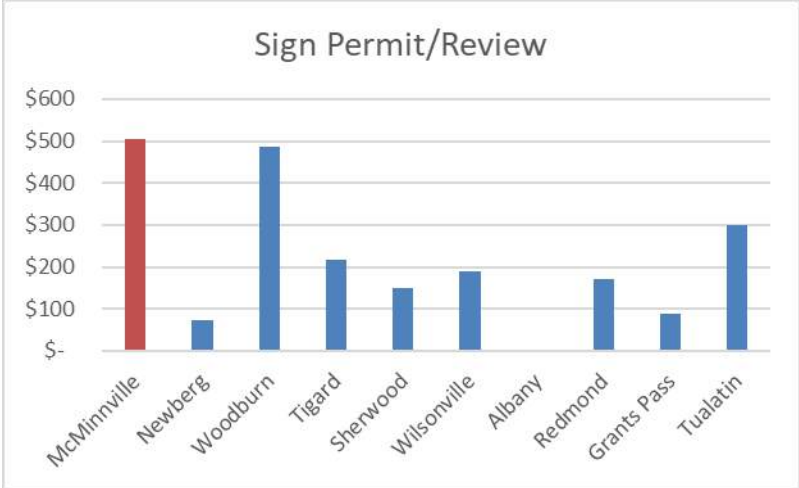
Therefore, comparing fees across several jurisdictions is really comparing price vs cost. Because of this, we advise looking at trends. Do the trends show high fees, low fees, or fees that are within a reasonable range? In our view, the trends we see in this comparison analysis illustrate what we would expect - fees that are reasonably aligned with its benchmark cities.

The following table details the results of the comparison.

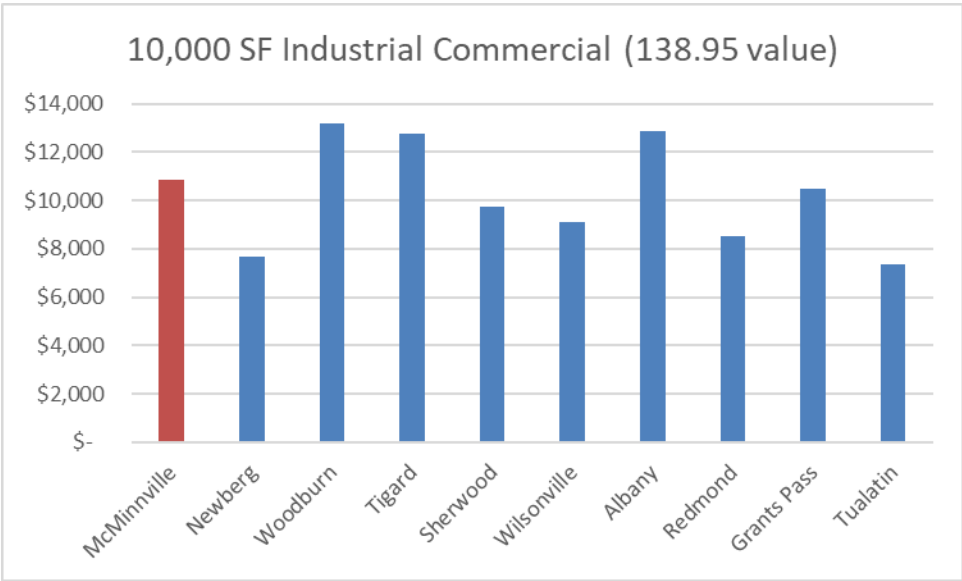
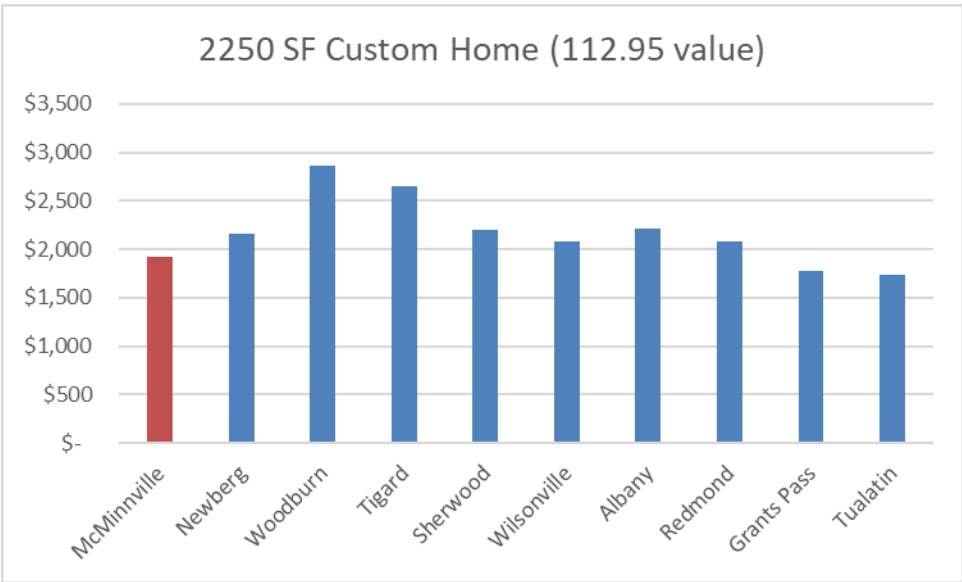
Fee/Application	McMinnville	Newberg	Woodburn	Tigard	Sherwood	Wilsonville	Albany	Redmond	Grants Pass	Tualatin
Planning Fee Comparison										
Administrative Variance	\$ 1,301	\$ 848	\$ 2,432	\$ 850	\$ 1,120	\$ 665	\$ 846	\$ 3,073	642.4	1530
Comprehensive Plan Text Amendment/Zoning Ordinance Text Amendment	\$ 6,205	\$ 2,395	\$ 5,499	\$ 12,174	\$ 5,330	\$ 9,495	\$ 3,771	11973	1556.5	2245
Conditional Use Permit	\$ 2,115	\$ 1,798	\$ 3,591	\$ 7,248	\$ 2,105	\$ 2,530	\$ 1,833	5085	962.5	1530
Home Occupation Permit	\$ 459	\$ -	\$ -	\$ 134	\$ 50	\$ -	\$ -		822.8	350
Planned Development	\$ 4,525	+\$3590	+\$2985	\$ 10,083	\$ 2,240	\$ 2,120	\$ 3,952	22765	822.8+	\$47.30/lot
Property Line Adjustment	\$ 1,212	\$ 848	\$ 599	\$ 794	\$ 755	\$ -	\$ 269	1380	277.2	
Sign Permit/Review	\$ 506	\$ 72	\$ 485	\$ 218	\$ 150	\$ 190	\$ -	172	89.1	300
Zone Change	\$ 4,558	\$ 2,106	\$ 3,074	\$ 4,580	\$ 5,330	\$ 1,520	\$ 3,528	\$ 7,159	1615.9	2245
Building Fee Comparison										
2250 SF Custom Home (112.95 value)	\$ 1,923	\$ 2,163	\$ 2,860	\$ 2,646	\$ 2,194	\$ 2,078	\$ 2,210	\$ 2,079	\$ 1,775	\$ 1,732
300 SF Room Addition (112.95 value)	\$ 226	\$ 645	\$ 718	\$ 697	\$ 599	\$ 575	\$ 724	\$ 490	\$ 455	\$ 444
10,000 SF Industrial Commercial (138.95 value)	\$ 10,860	\$ 7,682	\$ 13,163	\$ 12,787	\$ 9,744	\$ 9,103	\$ 12,851	\$ 8,536	\$ 10,461	\$ 7,352
Commercial TI \$250,000 value	\$ 1,889	\$ 2,064	\$ 2,822	\$ 3,320	\$ 2,167	\$ 2,053	\$ 2,104	\$ 2,054	\$ 1,664	\$ 1,711
Base Processing Fee	\$ 30						\$ 72		30	
Air handling unit of up to 10,000 cfm	\$ 86	\$ 85	\$ 90	\$ 90	\$ 70	\$ 45	\$ 72	\$ 90	\$ 9	\$ 60
Heat pump	86	85	90	90	70	45	72	90	23	60
Water service - Total linear feet		\$ 85	\$ 67	72.5	\$ 70	\$ 41	\$ 72	\$ 90	\$ 17	\$ 60
Backflow preventer	\$ 66	\$ 85	\$ 67	72.5	\$ 70	\$ 41	\$ 72	\$ 90	\$ 17	\$ 15

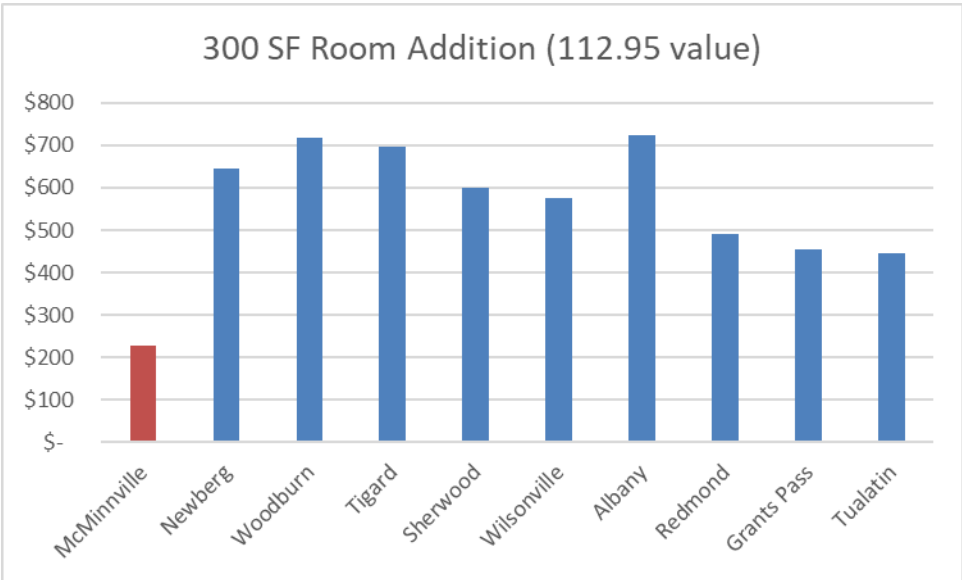
The following graphics illustrate three common planning fees that will illustrate the trend of each.





The following graphics illustrate three common building fees that will illustrate the trend of each.





Observations and Recommendations

Adjusting the Fee Schedule

One of the most common challenges we see in municipal government about user fees is the failure to adjust fees on a regular basis. From our observation, those cities that have a practice of regular adjustments to fees tend to have better cost recovery and a higher level of service for its customers. Conversely, those that do not update their fees on a regular basis tend to recover less and less costs and the level of customer service follows. For this reason, our bias is towards full cost recovery.

For flat fees we recommend using a simple CPI type increase that is attached to the City's labor cost. For example, if the labor cost for the City goes up by 2% then adjust each fee by 2%. This is the simplest and most common method of adjusting fees. It is our observation that the regulatory requirements change enough within three to five years that a comprehensive review of costs is then warranted. We also recommend similar adjustments to productive hourly rates when these are the basis of a fee as well as percentages of engineer's cost estimates.

Building Reserves

Since the "great depression of 2007" many of our clients are recognizing the value of reserves for building functions. Due to the volatile nature of building activity, reserves are a way of providing a cushion to the general fund. In addition, when larger construction projects require 6-24 months to complete, reserves provide a funding mechanism for these projects over a longer time period. Therefore, in our analysis for building fees we have also set up an additional amount for reserves as an option for the City.

Our recommendation also includes the provision that these resources are assigned to a special fund so that they can be tracked and monitored over time. Please see page 7 for a fuller description of how reserves were calculated.

Appendices

Appendix 1: Planning Fee Table

Appendix 2: Building Fee Table

Planning Fee Table

City of McMinnville
Planning Fees



Service #	Fee Description	Unit/Notes	Actual Work Volume	Unit Cost Summary					
				Direct Unit Cost	Support and Service Costs	Other external costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)
	Administrative Variance		1.20	\$ 667	\$633		\$1,301	\$ 150	(\$1,151)
	Annexation			\$ 4,998	\$4,745		\$9,743	\$ 795	(\$8,948)
	Appeal from Planning Commission Decision		1.20	\$ 2,192	\$2,081		\$4,273	\$ 610	(\$3,663)
	Appeal from Planning Director Decision		0.40	\$ 1,133	\$1,075		\$2,208	\$ 205	(\$2,003)
	Classification of an Unlisted Use			\$ 885	\$840		\$1,725	\$ 420	(\$1,305)
	Comprehensive Plan Map Amendment		0.80	\$ 2,554	\$2,425		\$4,979	\$ 1,415	(\$3,564)
	Conditional Use Permit		5.20	\$ 1,084	\$1,029		\$2,114	\$ 1,075	(\$1,039)
	Downtown Design Standards and Guidelines - Administrative Approval		3.60	\$ 806	\$765		\$1,571	\$ -	(\$1,571)
	Downtown Design Standards and Guidelines - HLC Approval	New		\$ 1,073	\$1,019		\$2,091		(\$2,091)
	Expedited Land Division Application:			\$ -					
	Partition			\$ 644	\$612		\$1,256	\$ 440	(\$816)
	Subdivision ≤ 10 lots	+ \$15/lot		\$ 1,446	\$1,373		\$2,819	\$ 580	(\$2,239)
	Subdivision (more than 10 lots)	+ \$15/lot		\$ 2,524	\$2,396		\$4,920	\$ 1,625	(\$3,295)
	Appeal Deposit			\$ -	\$300		\$300	\$ 3,580	\$3,280
	Plus Per Lot Fees	Per lot		\$ 12	\$12		\$24		(\$24)
	Historic Landmarks (Alteration)	Delete		\$ -				\$ -	
	Historic Landmarks (Demo, Move, New)	Delete		\$ -				\$ -	
	Historic Landmark Notice of Delay	Delete		\$ -				\$ -	
	Home Occupation		14.40	\$ 235	\$224		\$459	\$ 150	(\$309)
	Annual renewal fee	May be replaced by a business license fee		\$ -				\$ 25	\$25
	Landscape Review Plan		16.00	\$ 679	\$645		\$1,324	\$ 145	(\$1,179)
	Street Tree Removal		20.00	\$ 679	\$645		\$1,324	\$ -	(\$1,324)

City of McMinnville
Planning Fees



				Unit Cost Summary					
Service #	Fee Description	Unit/Notes	Actual Work Volume	Direct Unit Cost	Support and Service Costs	Other external costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)
	Large Format Commercial Development (variance to standards)			\$ 1,322	\$1,255		\$2,576	\$ 410	(\$2,166)
	Manufactured Home Park *			\$ 1,302	\$1,236		\$2,538	\$ 1,625	(\$913)
	Model Home Permit			\$ 632	\$600		\$1,231	\$ 125	(\$1,106)
	Parking Variance for Historic Structure - Administrative approval			\$ 806	\$765		\$1,571	\$ 150	(\$1,421)
	Partition of Land (tentative) *		7.60	\$ 644	\$612		\$1,256	\$ 440	(\$816)
	Planned Development		0.40	\$ 3,719	\$3,530		\$7,249	\$ 1,625	(\$5,624)
	Planned Development Amendment		2.00	\$ 2,321	\$2,203		\$4,524	\$ 885	(\$3,639)
	Planned Development: In addition to any applicable zone change fee:			\$ -					
	Residential Rate	per Dwelling Unit**		\$ 18	\$17		\$35	\$ 15	(\$20)
	Commercial Rate	/1,000 sq ft of bldg		\$ 18	\$17		\$35	\$ 25	(\$10)
	Industrial Rate	/1,000 sq ft of bldg		\$ 18	\$17		\$35	\$ 10	(\$25)
	Manufactured Home Park Per Lot Fee			\$ 12	\$12		\$24		(\$24)
	Property Line Adjustment		9.60	\$ 622	\$590		\$1,212	\$ 175	(\$1,037)
	Recreational Vehicle Park Permit			\$ 1,302	\$1,236		\$2,538	\$ 740	(\$1,798)
	Resident Occupied Short Term Rental		5.60	\$ 574	\$544		\$1,118	\$ 150	(\$968)
	Annual Renewal Fee:	May be replaced by a business license fee		\$ -				\$ 25	\$25
	Short Term Rental		10.80	\$ 574	\$544		\$1,118	\$ 150	(\$968)

City of McMinnville
Planning Fees



				Unit Cost Summary					
Service #	Fee Description	Unit/Notes	Actual Work Volume	Direct Unit Cost	Support and Service Costs	Other external costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)
		May be replaced by a business license fee						\$ 25	
	Annual Renewal Fee:			\$ -					\$25
	Sign Standards Exception (variance)		2.80	\$ 807	\$766		\$1,574	\$ 990	(\$584)
	Solar Collection System Variance			\$ 807	\$766		\$1,574	\$ 990	(\$584)
				\$ -				\$ 675	\$675
	Subdivision (tentative) more than 10 lots		2.40	\$ 2,885	\$2,739		\$5,624	\$ 1,625	(\$3,999)
	Plus per lot fee			\$ 12	\$12		\$24	\$ 15	(\$9)
	Subdivision ≤ 10 lots *		0.40	\$ 1,591	\$1,510		\$3,101	\$ 580	(\$2,521)
	Plus per lot fee			\$ 12	\$12		\$24	\$ 15	(\$9)
	Temporary Living Unit Permit		0.80	\$ 478	\$453		\$931	\$ 150	(\$781)
	Semi-Annual Renewal Fee			\$ 358	\$340		\$699	\$ 25	(\$674)
	Three Mile Lane Development Review		1.60	\$ 1,211	\$1,149		\$2,360	\$ -	(\$2,360)
	Transitional Parking Permit			\$ 698	\$663		\$1,361	\$ 575	(\$786)
		Plus costs incurred in excess of base fee						\$ 1,990	
	Urban Growth Boundary Amendment			\$ 6,338	\$6,016		\$12,354		(\$10,364)
	Variance (Land Division)			\$ 1,084	\$1,029		\$2,114	\$ 990	(\$1,124)
	Variance (Zoning)		2.40	\$ 1,183	\$1,123		\$2,305	\$ 990	(\$1,315)
	Zone Change		2.80	\$ 2,337	\$2,219		\$4,556	\$ 1,625	(\$2,931)
				\$ -					
				\$ -					
	NEW FEES			\$ -					
	Residential Site and Design Review			\$ 1,208	\$1,146		\$2,354		(\$2,354)
	Commercial Site and Design Review			\$ 1,208	\$1,146		\$2,354		(\$2,354)
	Zoning / Compliance Letters			\$ 48	\$46		\$94		(\$94)
	North East Gateway Design Review			\$ 734	\$697		\$1,430		(\$1,430)

City of McMinnville
Planning Fees



Service #	Fee Description	Unit/Notes	Actual Work Volume
	Sr. Planners		

Unit Cost Summary					
Direct Unit Cost	Support and Service Costs	Other external costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)
\$ 72	\$69		\$141		(\$141)
\$ -					
\$ -					
\$ -					
\$ -					
\$ -					
\$ -					

City of McMinnville
Planning Fees



Service #	Fee Description	Annual Cost Calculations			Reserve Requirements	
		Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)	6 Months Reserve, 5 yr build up	Full Cost / Unit
					\$ 28,011	
	Administrative Variance	\$ 1,561	\$180	(\$1,381)	\$130	\$1,431
	Annexation	\$ -			\$974	\$10,718
	Appeal from Planning Commission Decision	\$ 5,128	\$732	(\$4,396)	\$427	\$4,700
	Appeal from Planning Director Decision	\$ 883	\$82	(\$801)	\$221	\$2,429
	Classification of an Unlisted Use	\$ -			\$173	\$1,898
	Comprehensive Plan Map Amendment	\$ 3,983	\$1,132	(\$2,851)	\$498	\$5,477
	Conditional Use Permit	\$ 10,993	\$5,590	(\$5,403)	\$211	\$2,325
	Downtown Design Standards and Guidelines - Administrative Approval	\$ 5,656		(\$5,656)	\$157	\$1,728
	Downtown Design Standards and Guidelines - HLC Approval	\$ -			\$209	\$2,301
	Expedited Land Division Application:	\$ -				
	Partition	\$ -			\$126	\$1,381
	Subdivision ≤ 10 lots	\$ -			\$282	\$3,101
	Subdivision (more than 10 lots)	\$ -			\$492	\$5,412
	Appeal Deposit	\$ -			\$30	\$330
	Plus Per Lot Fees	\$ -			\$2	\$26
	Historic Landmarks (Alteration)	\$ -				
	Historic Landmarks (Demo, Move, New)	\$ -				
	Historic Landmark Notice of Delay	\$ -				
	Home Occupation	\$ 6,609	\$2,160	(\$4,449)	\$46	\$505
	Annual renewal fee	\$ -				
	Landscape Review Plan	\$ 21,189	\$2,320	(\$18,869)	\$132	\$1,457
	Street Tree Removal	\$ 26,486		(\$26,486)	\$132	\$1,457

City of McMinnville
Planning Fees



Service #	Fee Description	Annual Cost Calculations			Reserve Requirements	
		Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)	6 Months Reserve, 5 yr build up	Full Cost / Unit
	Large Format Commercial Development (variance to standards)	\$ -			\$258	\$2,834
	Manufactured Home Park *	\$ -			\$254	\$2,792
	Model Home Permit	\$ -			\$123	\$1,355
	Parking Variance for Historic Structure - Administrative approval	\$ -			\$157	\$1,728
	Partition of Land (tentative) *	\$ 9,543	\$3,344	(\$6,199)	\$126	\$1,381
	Planned Development	\$ 2,900	\$650	(\$2,250)	\$725	\$7,974
	Planned Development Amendment	\$ 9,048	\$1,770	(\$7,278)	\$452	\$4,976
	Planned Development: In addition to any applicable zone change fee:	\$ -				
	Residential Rate	\$ -			\$4	\$39
	Commercial Rate	\$ -			\$4	\$39
	Industrial Rate	\$ -			\$4	\$39
	Manufactured Home Park Per Lot Fee	\$ -			\$2	\$26
	Property Line Adjustment	\$ 11,634	\$1,680	(\$9,954)	\$121	\$1,333
	Recreational Vehicle Park Permit	\$ -				
	Resident Occupied Short Term Rental	\$ 6,261	\$840	(\$5,421)	\$112	\$1,230
	Annual Renewal Fee:	\$ -				
	Short Term Rental	\$ 12,074	\$1,620	(\$10,454)	\$112	\$1,230

City of McMinnville
 Planning Fees



Service #	Fee Description	Annual Cost Calculations			Reserve Requirements	
		Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)	6 Months Reserve, 5 yr build up	Full Cost / Unit
	Annual Renewal Fee:	\$ -				
	Sign Standards Exception (variance)	\$ 4,406	\$2,772	(\$1,634)	\$157	\$1,731
	Solar Collection System Variance	\$ -			\$157	\$1,731
		\$ -				
	Subdivision (tentative) more than 10 lots	\$ 13,497	\$3,900	(\$9,597)	\$562	\$6,186
	Plus per lot fee	\$ -			\$2	\$26
	Subdivision ≤ 10 lots *	\$ 1,240	\$232	(\$1,008)	\$310	\$3,411
	Plus per lot fee	\$ -			\$2	\$26
	Temporary Living Unit Permit	\$ 745	\$120	(\$625)		
	Semi-Annual Renewal Fee	\$ -			\$70	\$768
	Three Mile Lane Development Review	\$ 3,776		(\$3,776)	\$236	\$2,596
	Transitional Parking Permit	\$ -			\$136	\$1,497
						\$13,590
	Urban Growth Boundary Amendment	\$ -			\$1,235	
	Variance (Land Division)	\$ -			\$211	\$2,325
	Variance (Zoning)	\$ 5,532	\$2,376	(\$3,156)	\$231	\$2,536
	Zone Change	\$ 12,758	\$4,550	(\$8,208)	\$456	\$5,012
		\$ -				
		\$ -				
	NEW FEES	\$ -				
	Residential Site and Design Review	\$ -			\$235	\$2,590
	Commercial Site and Design Review	\$ -			\$235	\$2,590
	Zoning / Compliance Letters	\$ -			\$9	\$103
	North East Gateway Design Review	\$ -			\$143	\$1,573

City of McMinnville
Planning Fees



Service #	Fee Description	Annual Cost Calculations			Reserve Requirements	
		Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)	6 Months Reserve, 5 yr build up	Full Cost / Unit
	Sr. Planners	\$ -			\$14	\$155
		\$ -				
		\$ -				
		\$ -				
		\$ -				
		\$ -				
		\$ -				
		\$ -				

Annual Revenue Impacts		
Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)
\$ 280,105	\$ 41,560	(\$238,545)

Annual Revenue Impact
Full Cost / Unit
\$307,297

Building Fee Table

City of McMinnville
Building Fees



Service #	Fee Description	Unit/Notes	Actual Work Volume
Building Fee Schedule			
	Valuation Based Building Permit (Inspection) Fees		1
	Valuation Based Plan Review Fees	65% of Permit	1
	Fire and Life Safety	40% of Permit	1
	Reinstatement fee		
	Extension fee		
	Master Plan Review		
	Seismic Surcharge	State sets fee	
	Plan review assumes 1 review plus a followup	At cost	
	MANUFACTURED HOME FEE SCHEDULE		
	Manufactured Home Setup		4
	Manufactured Home Awning		
	Manufactured Home Alteration		
	State Cabana Fee		
	Investigation Fee		
	PHASED CONSTRUCTION		
	Minimum plan review		
	Additional permit		
	SOLAR STRUCTURAL FEE SCHEDULE		

Unit Cost Summary					
Direct Unit Cost	Indirect Unit Allocated Costs	Other external costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)
\$ 264,710	\$111,268		\$375,978	\$ 347,022	(\$28,956)
\$ 264,710	\$111,268		\$375,978	\$ 225,564	(\$150,414)
\$ -					
\$ -					
\$ 47	\$20		\$66		(\$66)
\$ 186	\$78		\$265		(\$265)
\$ -					
\$ -					
\$ -					
\$ 93	\$39		\$132	\$ 215	\$83
\$ 78	\$33		\$111	\$ 45	(\$66)
\$ 47	\$20		\$66	\$ 35	(\$31)
\$ -					
\$ 47	\$20		\$66		(\$66)
\$ -					
\$ -				\$ 250	\$250
\$ -				10%	\$0
\$ -					

City of McMinnville
Building Fees



Service #	Fee Description	Unit/Notes	Actual Work Volume	Unit Cost Summary					
				Direct Unit Cost	Indirect Unit Allocated Costs	Other external costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)
	Residential installation fees (includes one inspection)	New	2	\$ 47	\$20		\$66		(\$66)
	Commercial installation fee (includes two inspections)			\$ 93	\$39		\$132		(\$132)
	Additional inspections of prescriptive path (one hour min)			\$ 93	\$39		\$132	\$ 100	(\$32)
				\$ -					
	DEFERREED SUBMITTAL PLAN REVIEW			\$ -					
	Plan review 65% of deferred portion			\$ -					
	Min			\$ -				\$ 100	\$100
	OTHER INSPECTIONS			\$ -					
	Inspections outside normal business hours (2 hour min)	Per hour	3	\$ 140	\$59		\$199		(\$199)
	Reinspection fee			\$ 47	\$20		\$66		(\$66)
	Inspection for which no fee is specifically indicated (1/2 hour min)			\$ 47	\$20		\$66		(\$66)
	Additional plan review		15	\$ 47	\$20		\$66		(\$66)
	Use of outside consultants for plan checking and inspections (plus 25% for admin)	Plans	125	\$ -					
		Inspections	25	\$ -					
				\$ -					
	MANUFACTURED / RV PARK FEES			\$ -					
		Given valuation,		\$ -					

City of McMinnville
Building Fees



Service #	Fee Description	Unit/Notes	Actual Work Volume	Unit Cost Summary					
				Direct Unit Cost	Indirect Unit Allocated Costs	Other external costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)
		same valuation table		\$ -					
				\$ -					
				\$ -					
	E. Medical Gas System (enter value of installation equipment)		1	\$ -					
		Given valuation, same valuation table		\$ -					
				\$ -					
				\$ -					
	F. Residential Fire Sprinklers (Inspection and plan review)			\$ -					
	0-2000 sq ft			\$ 112	\$47		\$159		(\$159)
	2001-3600 sq ft			\$ 140	\$59		\$199		(\$199)
	3601-7200 sq ft			\$ 168	\$71		\$238		(\$238)
	7201 sq ft or greater			\$ 196	\$82		\$278		(\$278)
				\$ -					
	Minimum Building Permit Fee	(permit issuance and 1 inspection)		\$ 89	\$37		\$127		(\$127)
	Sign Permit	Valuation		\$ -					
	MECHANICAL FEES			\$ -					
	Minimum (base) permit fee		303	\$ 19	\$8		\$27	\$ 20	(\$7)
	Air conditioner		30	\$ 61	\$25		\$86		(\$86)
	Air handling unit of up to 10,000 cfm		72	\$ 61	\$25		\$86		(\$86)
	Air handling unit 10,001 cfm and over			\$ 61	\$25		\$86		(\$86)

City of McMinnville
Building Fees



Service #	Fee Description	Unit/Notes	Actual Work Volume	Unit Cost Summary					
				Direct Unit Cost	Indirect Unit Allocated Costs	Other external costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)
	Appliance or piece of equipment regulated by code but not classified in other appliance categories			\$ 47	\$20		\$66		(\$66)
	Appliance vent installation, relocation or replacement not included in an appliance permit			\$ 47	\$20		\$66		(\$66)
	Attic/crawl space fans			\$ 47	\$20		\$66		(\$66)
	Boiler/compressor/absorption system up to 30 HP or 1,000,000 BTU			\$ 47	\$20		\$66		(\$66)
	Boiler/compressor/absorption system up to 50 HP or 1,750,000 BTU			\$ 47	\$20		\$66		(\$66)
	Boiler/compressor/absorption system up to 15 HP or 500,000 BTU			\$ 47	\$20		\$66		(\$66)
	Boiler/compressor/absorption system up to 3 HP or 100,000 BTU			\$ 47	\$20		\$66		(\$66)
	Boiler/compressor/absorption system over 50 HP or 1,750,000 BTU			\$ 47	\$20		\$66		(\$66)
	Barbecue			\$ 47	\$20		\$66		(\$66)
	Chimney/liner/flue/vent			\$ 47	\$20		\$66		(\$66)
	Clothes dryer exhaust			\$ 47	\$20		\$66		(\$66)
	Decorative gas fireplace			\$ 47	\$20		\$66		(\$66)
	Ductwork – no appliance/fixture			\$ 47	\$20		\$66		(\$66)
	Evaporative cooler other than portable			\$ 47	\$20		\$66		(\$66)
	Floor furnace, including vent			\$ 47	\$20		\$66		(\$66)

City of McMinnville
Building Fees



Unit Cost Summary

Service #	Fee Description	Unit/Notes	Actual Work Volume	Direct Unit Cost	Indirect Unit Allocated Costs	Other external costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)
	Flue vent for water heater or gas fireplace			\$ 47	\$20		\$66		(\$66)
	Furnace - greater than 100,000 BTU		42	\$ 47	\$20		\$66		(\$66)
	Furnace - up to 100,000 BTU			\$ -					
	Furnace/burner including duct work/vent/liner			\$ 47	\$20		\$66		(\$66)
	Gas or wood fireplace/insert		6	\$ 68	\$28		\$96		(\$96)
	Gas fuel piping outlets		34	\$ 68	\$28		\$96		(\$96)
	Heat pump		183	\$ 61	\$25		\$86		(\$86)
	Hood served by mechanical exhaust, including ducts for hood			\$ 47	\$20		\$66		(\$66)
	Hydronic hot water system			\$ 47	\$20		\$66		(\$66)
	Installation or relocation domestic-type incinerator			\$ 47	\$20		\$66		(\$66)
	Mini split system			\$ 61	\$25		\$86		(\$86)
	Oil tank/gas/diesel generators		1	\$ 47	\$20		\$66		(\$66)
	Pool or spa heater, kiln			\$ 47	\$20		\$66		(\$66)
	Radon mitigation		1	\$ 47	\$20		\$66		(\$66)
	Range hood/other kitchen equipment			\$ 47	\$20		\$66		(\$66)
	Repair, alteration, or addition to mechanical appliance including installation of controls			\$ 47	\$20		\$66		(\$66)
	Suspended heater, recessed wall heater, or floor mounted unit heater			\$ 47	\$20		\$66		(\$66)

City of McMinnville
Building Fees



Service #	Fee Description	Unit/Notes	Actual Work Volume	Unit Cost Summary					
				Direct Unit Cost	Indirect Unit Allocated Costs	Other external costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)
	Ventilation fan connected to single duct		3	\$ 47	\$20		\$66		(\$66)
	Ventilation system not a portion of heating or air-conditioning system authorized by permit			\$ 47	\$20		\$66		(\$66)
	Water heater			\$ 47	\$20		\$66		(\$66)
	Wood/pellet stove		12	\$ 47	\$20		\$66		(\$66)
	Other heating/cooling		6	\$ 47	\$20		\$66		(\$66)
	Other fuel appliance			\$ 47	\$20		\$66		(\$66)
	Other environment exhaust/ventilation		3	\$ 47	\$20		\$66		(\$66)
	If a plan check is required			\$ 186	\$78		\$265		(\$265)
				\$ -					
				\$ -					
	PLUMBING FEES			\$ -					
	Minimum (base) permit fee		232	\$ 19	\$8		\$27		(\$27)
	Sanitary sewer - Total linear feet		58	\$ 47	\$20		\$66		(\$66)
	Storm sewer - Total linear feet		42	\$ 47	\$20		\$66		(\$66)
	Water service - Total linear feet		78	\$ 47	\$20		\$66		(\$66)
	Roof drain (commercial)			\$ 47	\$20		\$66		(\$66)
	Rain drain - Total linear feet			\$ 65	\$27		\$93		(\$93)
	Rain drain connector			\$ 47	\$20		\$66		(\$66)
	Absorption valve			\$ 47	\$20		\$66		(\$66)
	Backflow preventer		65	\$ 65	\$27		\$93		(\$93)
	Backwater valve			\$ 47	\$20		\$66		(\$66)
	Catch basin or area drain			\$ 47	\$20		\$66		(\$66)

City of McMinnville
Building Fees



Unit Cost Summary

Service #	Fee Description	Unit/Notes	Actual Work Volume	Direct Unit Cost	Indirect Unit Allocated Costs	Other external costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)
	Replacing in-building water supply lines - Rainwater harvesting system			\$ 47	\$20		\$66		(\$66)
	Interior mainline - drainage piping - Total			\$ 47	\$20		\$66		(\$66)
	Interior mainline - water piping - Total linear			\$ 47	\$20		\$66		(\$66)
	Reinspection fee - plumbing			\$ 47	\$20		\$66		(\$66)
	Each additional inspection - plumbing			\$ 47	\$20		\$66		(\$66)
	Inspections for which no fee is specifically			\$ 47	\$20		\$66		(\$66)
	Inspections outside normal business hours - Plumbing investigation fee			\$ 140	\$59		\$199		(\$199)
	Plumbing permit reinstatement fee			\$ 47	\$20		\$66		(\$66)
	Plumbing plan review			\$ 47	\$20		\$66		(\$66)
	Plumbing - additional plan review per hour			\$ 93	\$39		\$132		(\$132)
	Deposit fee - plumbing			\$ -					
	Balance of minimum permit fees - plumbing			\$ -					
	20% Permit fee retention - plumbing			\$ -					
	50% Permit fee retention - plumbing			\$ -					
	75% Permit fee retention - plumbing			\$ -					
	Single Family Residence - Baths			\$ 47	\$20		\$66		(\$66)
	Kitchens			\$ 47	\$20		\$66		(\$66)
	Sanitary sewer - Total linear feet			\$ 47	\$20		\$66		(\$66)
	Sanitary sewer - (New Res) Total linear feet			\$ 47	\$20		\$66		(\$66)
	Storm sewer - Total linear feet			\$ 47	\$20		\$66		(\$66)
	Storm sewer - (New Res) Total linear feet			\$ 47	\$20		\$66		(\$66)
	Water service - Total linear feet			\$ 47	\$20		\$66		(\$66)
	Water service - (New Res) Total linear feet			\$ 47	\$20		\$66		(\$66)
	Manufactured home utilities			\$ 47	\$20		\$66		(\$66)
	Absorption valve			\$ 47	\$20		\$66		(\$66)
	Backflow preventer		4	\$ 47	\$20		\$66		(\$66)
	Backwater valve			\$ 47	\$20		\$66		(\$66)
	Catch basin or area drain			\$ 47	\$20		\$66		(\$66)
	Primer			\$ 47	\$20		\$66		(\$66)
	Residential fire sprinklers			\$ 47	\$20		\$66		(\$66)

City of McMinnville
Building Fees



Service #	Fee Description	Unit/Notes	Actual Work Volume
	Septic abandonment		
	Sewer Cap		
	Sink/basin/lavatory		
	Rain drain - Total linear feet		
	Rain drain connector		
	Up to 3 fixtures		
	Demolation		
	Reroof	Remove and keep	
	Signs	Remove and keep	
	Services for which a fee is not referenced	1 hour min	
Building Hourly Rates			
	Permit Tech		
	Chief Building Official		
	Building inspector		
	Permit Coordinator		

Unit Cost Summary					
Direct Unit Cost	Indirect Unit Allocated Costs	Other external costs	Total Cost Assigned	Current Fee / Revenue	Unit Surcharge or (Subsidy)
\$ 47	\$20		\$66		(\$66)
\$ 47	\$20		\$66		(\$66)
\$ 47	\$20		\$66		(\$66)
\$ 47	\$20		\$66		(\$66)
\$ 47	\$20		\$66		(\$66)
\$ -					
\$ -					
\$ -					
\$ -					
\$ 67	\$28		\$95		(\$95)
\$ 90	\$38		\$128		(\$128)
\$ 114	\$48		\$161		(\$161)
\$ -					
\$ -					
\$ -					
\$ -					
Building Hourly Rates					
\$ -					
\$ 57	\$24		\$81		(\$81)
\$ 114	\$48		\$161		(\$161)
\$ 93	\$39		\$132		(\$132)
\$ 87	\$37		\$124		(\$124)

City of McMinnville
Building Fees



Service #	Fee Description	Annual Cost Calculations w/o Reserves			Reserve Requirements	
		Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)	6 Months Reserve, 5 yr build up	Full Cost / Unit
Building Fee Schedule					\$ 82,343	
	Valuation Based Building Permit (Inspection) Fees	\$ 375,978	\$347,022	(\$28,956)	\$37,598	\$413,576
	Valuation Based Plan Review Fees	\$ 375,978	\$225,564	(\$150,414)	\$37,598	\$ 413,575.90
	Fire and Life Safety	\$ -				\$ -
	Reinstatement fee	\$ -				\$ -
	Extension fee	\$ -			\$7	\$ 72.82
	Master Plan Review	\$ -			\$26	\$ 291.30
	Seismic Surcharge	\$ -				\$ -
	Plan review assumes 1 review plus a followup	\$ -				\$ -
	MANUFACTURED HOME FEE SCHEDULE	\$ -				\$ -
	Manufactured Home Setup	\$ 530	\$860	\$330	\$13	\$ 145.65
	Manufactured Home Awning	\$ -			\$11	\$ 121.76
	Manufactured Home Alteration	\$ -			\$7	\$ 72.82
	State Cabana Fee	\$ -				\$ -
	Investigation Fee	\$ -			\$7	\$ 72.82
	PHASED CONSTRUCTION	\$ -				\$ -
	Minimum plan review	\$ -				\$ -
	Additional permit	\$ -				\$ -
	SOLAR STRUCTURAL FEE SCHEDULE	\$ -				\$ -

City of McMinnville
Building Fees



Service #	Fee Description	Annual Cost Calculations w/o Reserves			Reserve Requirements	
		Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)	6 Months Reserve, 5 yr build up	Full Cost / Unit
	Residential installation fees (includes one inspection)	\$ 132		(\$132)	\$7	\$ 72.82
	Commercial installation fee (includes two inspections)	\$ -			\$13	\$ 145.65
	Additional inspections of prescriptive path (one hour min)	\$ -			\$13	\$ 145.65
		\$ -				\$ -
	DEFERREED SUBMITTAL PLAN REVIEW	\$ -				\$ -
	Plan review 65% of deferred portion	\$ -				\$ -
	Min	\$ -				\$ -
	OTHER INSPECTIONS	\$ -				\$ -
	Inspections outside normal business hours (2 hour min)	\$ 596		(\$596)	\$20	\$ 218.47
	Reinspection fee	\$ -			\$7	\$ 72.82
	Inspection for which no fee is specifically indicated (1/2 hour min)	\$ -			\$7	\$ 72.82
	Additional plan review	\$ 993		(\$993)	\$7	\$ 72.82
	Use of outside consultants for plan checking and inspections (plus 25% for admin)	\$ -				\$ -
		\$ -				\$ -
		\$ -				\$ -
	MANUFACTURED / RV PARK FEES	\$ -				\$ -
		\$ -				\$ -

City of McMinnville
Building Fees



Service #	Fee Description	Annual Cost Calculations w/o Reserves			Reserve Requirements	
		Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)	6 Months Reserve, 5 yr build up	Full Cost / Unit
		\$ -				\$ -
		\$ -				\$ -
		\$ -				
	E. Medical Gas System (enter value of installation equipment)	\$ -				\$ -
		\$ -				\$ -
		\$ -				\$ -
		\$ -				\$ -
		\$ -				\$ -
	F. Residential Fire Sprinklers (Inspection and plan review)	\$ -				\$ -
	0-2000 sq ft	\$ -			\$16	\$ 174.78
	2001-3600 sq ft	\$ -				
	3601-7200 sq ft	\$ -			\$24	\$ 262.17
	7201 sq ft or greater	\$ -			\$28	\$ 305.86
		\$ -				\$ -
	Minimum Building Permit Fee	\$ -				\$ 139.33
		\$ -			\$13	
	Sign Permit	\$ -				\$ -
	MECHANICAL FEES	\$ -				\$ -
	Minimum (base) permit fee	\$ 8,290	\$6,060	(\$2,230)	\$3	\$ 30.10
	Air conditioner	\$ 2,582		(\$2,582)	\$9	\$ 94.67
	Air handling unit of up to 10,000 cfm	\$ 6,197		(\$6,197)	\$9	\$ 94.67
	Air handling unit 10,001 cfm and over	\$ -			\$9	\$ 94.67

City of McMinnville
Building Fees



Service #	Fee Description	Annual Cost Calculations w/o Reserves			Reserve Requirements	
		Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)	6 Months Reserve, 5 yr build up	Full Cost / Unit
	Appliance or piece of equipment regulated by code but not classified in other appliance categories	\$ -			\$7	\$ 72.82
	Appliance vent installation, relocation or replacement not included in an appliance permit	\$ -			\$7	\$ 72.82
	Attic/crawl space fans	\$ -			\$7	\$ 72.82
	Boiler/compressor/absorption system up to 30 HP or 1,000,000 BTU	\$ -			\$7	\$ 72.82
	Boiler/compressor/absorption system up to 50 HP or 1,750,000 BTU	\$ -			\$7	\$ 72.82
	Boiler/compressor/absorption system up to 15 HP or 500,000 BTU	\$ -			\$7	\$ 72.82
	Boiler/compressor/absorption system up to 3 HP or 100,000 BTU	\$ -			\$7	\$ 72.82
	Boiler/compressor/absorption system over 50 HP or 1,750,000 BTU	\$ -			\$7	\$ 72.82
	Barbecue	\$ -			\$7	\$ 72.82
	Chimney/liner/flue/vent	\$ -			\$7	\$ 72.82
	Clothes dryer exhaust	\$ -			\$7	\$ 72.82
	Decorative gas fireplace	\$ -			\$7	\$ 72.82
	Ductwork – no appliance/fixture	\$ -			\$7	\$ 72.82
	Evaporative cooler other than portable	\$ -			\$7	\$ 72.82
	Floor furnace, including vent	\$ -			\$7	\$ 72.82

City of McMinnville
Building Fees



Service #	Fee Description	Annual Cost Calculations w/o Reserves			Reserve Requirements	
		Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)	6 Months Reserve, 5 yr build up	Full Cost / Unit
	Flue vent for water heater or gas fireplace	\$ -			\$7	\$ 72.82
	Furnace - greater than 100,000 BTU	\$ 2,781		(\$2,781)	\$7	\$ 72.82
	Furnace - up to 100,000 BTU	\$ -				\$ -
	Furnace/burner including duct work/vent/liner	\$ -			\$7	\$ 72.82
	Gas or wood fireplace/insert	\$ 576		(\$576)	\$10	\$ 105.60
	Gas fuel piping outlets	\$ 3,264		(\$3,264)	\$10	\$ 105.60
	Heat pump	\$ 15,750		(\$15,750)	\$9	\$ 94.67
	Hood served by mechanical exhaust, including ducts for hood	\$ -			\$7	\$ 72.82
	Hydronic hot water system	\$ -			\$7	\$ 72.82
	Installation or relocation domestic-type incinerator	\$ -			\$7	\$ 72.82
	Mini split system	\$ -			\$9	\$ 94.67
	Oil tank/gas/diesel generators	\$ 66		(\$66)	\$7	\$ 72.82
	Pool or spa heater, kiln	\$ -			\$7	\$ 72.82
	Radon mitigation	\$ 66		(\$66)		
	Range hood/other kitchen equipment	\$ -			\$7	\$ 72.82
	Repair, alteration, or addition to mechanical appliance including installation of controls	\$ -			\$7	\$ 72.82
	Suspended heater, recessed wall heater, or floor mounted unit heater	\$ -			\$7	\$ 72.82

City of McMinnville
Building Fees



Service #	Fee Description	Annual Cost Calculations w/o Reserves			Reserve Requirements	
		Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)	6 Months Reserve, 5 yr build up	Full Cost / Unit
	Ventilation fan connected to single duct	\$ 199		(\$199)	\$7	\$ 72.82
	Ventilation system not a portion of heating or air-conditioning system authorized by permit	\$ -			\$7	\$ 72.82
	Water heater	\$ -			\$7	\$ 72.82
	Wood/pellet stove	\$ 794		(\$794)	\$7	\$ 72.82
	Other heating/cooling	\$ 397		(\$397)	\$7	\$ 72.82
	Other fuel appliance	\$ -			\$7	\$ 72.82
	Other environment exhaust/ventilation	\$ 199		(\$199)	\$7	\$ 72.82
	If a plan check is required	\$ -			\$26	\$ 291.30
		\$ -				\$ -
		\$ -				\$ -
	PLUMBING FEES	\$ -				\$ -
	Minimum (base) permit fee	\$ 6,348		(\$6,348)	\$3	\$ 30.10
	Sanitary sewer - Total linear feet	\$ 3,840		(\$3,840)	\$7	\$ 72.82
	Storm sewer - Total linear feet	\$ 2,781		(\$2,781)	\$7	\$ 72.82
	Water service - Total linear feet	\$ 5,164		(\$5,164)	\$7	\$ 72.82
	Roof drain (commercial)	\$ -			\$7	\$ 72.82
	Rain drain - Total linear feet	\$ -			\$9	\$ 101.95
	Rain drain connector	\$ -			\$7	\$ 72.82
	Absorption valve	\$ -			\$7	\$ 72.82
	Backflow preventer	\$ 6,025		(\$6,025)	\$9	\$ 101.95
	Backwater valve	\$ -			\$7	\$ 72.82
	Catch basin or area drain	\$ -			\$7	\$ 72.82

City of McMinnville
Building Fees



Service #	Fee Description	Annual Cost Calculations w/o Reserves			Reserve Requirements	
		Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)	6 Months Reserve, 5 yr build up	Full Cost / Unit
	Clothes washer	\$ -			\$7	\$ 72.82
	Dishwasher	\$ -			\$8	\$ 87.39
	Drinking fountain	\$ -			\$7	\$ 72.82
	Drywell, leach line or trench drain	\$ -			\$7	\$ 72.82
	Ejectors/sump pump	\$ -			\$7	\$ 72.82
	Expansion tank	\$ -			\$7	\$ 72.82
	Fire service - commercial	\$ -			\$7	\$ 72.82
	Fixture fee - commercial	\$ -			\$7	\$ 72.82
	Fixture cap	\$ -			\$7	\$ 72.82
	Floor drain/floor sink/hub drain	\$ -			\$7	\$ 72.82
	Footing drain	\$ -			\$7	\$ 72.82
	Garbage disposal	\$ -			\$7	\$ 72.82
	Hose bib	\$ -			\$7	\$ 80.11
	Ice maker	\$ -			\$7	\$ 72.82
	Interceptor/grease trap	\$ -				
	Manholes	\$ -			\$7	\$ 72.82
	Primer	\$ -			\$7	\$ 72.82
	Septic abandonment	\$ -			\$7	\$ 72.82
	Sewer Cap	\$ -			\$7	\$ 72.82
	Sink/basin/lavatory	\$ 2,185		(\$2,185)	\$7	\$ 72.82
	Medical gas (valuation)	\$ 132		(\$132)	\$7	\$ 72.82
	Medical gas piping	\$ -			\$7	\$ 72.82
	Stormwater retention/detention tank/facility	\$ -			\$7	\$ 72.82
	Swimming pool piping	\$ -			\$7	\$ 72.82
	Tub/shower/shower pan	\$ 397		(\$397)	\$7	\$ 72.82
	Urinal	\$ -			\$7	\$ 72.82
	Water closet	\$ -			\$7	\$ 72.82
	Water heater	\$ 199		(\$199)	\$7	\$73
	Other - plumbing	\$ 728		(\$728)	\$7	\$73
	Alternate potable water heating system	\$ -			\$7	\$73

City of McMinnville
Building Fees



Service #	Fee Description	Annual Cost Calculations w/o Reserves			Reserve Requirements	
		Revenue at Full Cost of Services	Projection of Revenues at Current Fees	Annual Surplus (subsidy)	6 Months Reserve, 5 yr build up	Full Cost / Unit
	Replacing in-building water supply lines -	\$ -			\$7	\$73
	Rainwater harvesting system	\$ -			\$7	\$73
	Interior mainline - drainage piping - Total	\$ -			\$7	\$73
	Interior mainline - water piping - Total linear	\$ -			\$7	\$73
	Reinspection fee - plumbing	\$ -			\$7	\$73
	Each additional inspection - plumbing	\$ -			\$7	\$73
	Inspections for which no fee is specifically	\$ -			\$7	\$73
	Inspections outside normal business hours -	\$ -			\$20	\$218
	Plumbing investigation fee	\$ -			\$7	\$73
	Plumbing permit reinstatement fee	\$ -			\$7	\$73
	Plumbing plan review	\$ -			\$7	\$73
	Plumbing - additional plan review per hour	\$ -			\$13	\$146
	Deposit fee - plumbing	\$ -				
	Balance of minimum permit fees - plumbing	\$ -				
	20% Permit fee retention - plumbing	\$ -				
	50% Permit fee retention - plumbing	\$ -				
	75% Permit fee retention - plumbing	\$ -				
	Single Family Residence - Baths	\$ -			\$7	\$73
	Kitchens	\$ -			\$7	\$73
	Sanitary sewer - Total linear feet	\$ -			\$7	\$73
	Sanitary sewer - (New Res) Total linear feet	\$ -			\$7	\$73
	Storm sewer - Total linear feet	\$ -			\$7	\$73
	Storm sewer - (New Res) Total linear feet	\$ -			\$7	\$73
	Water service - Total linear feet	\$ -			\$7	\$73
	Water service - (New Res) Total linear feet	\$ -			\$7	\$73
	Manufactured home utilities	\$ -			\$7	\$73
	Absorption valve	\$ -			\$7	\$73
	Backflow preventer	\$ 265		(\$265)	\$7	\$73
	Backwater valve	\$ -			\$7	\$73
	Catch basin or area drain	\$ -			\$7	\$73
	Primer	\$ -			\$7	\$73
	Residential fire sprinklers	\$ -			\$7	\$73

RESOLUTION NO. 2018-62

A Resolution adopting a Building Fee Schedule and repealing all previous resolutions adopting building fee schedules.

RECITALS:

Per ORS 455.210, the City of McMinnville is authorized to establish full cost recovery fees to administer and manage a building program in the City of McMinnville; and

In May, 2018, the Oregon Building Codes Division informed the City of McMinnville that the City's Building Fee Schedule was outdated and needed to be updated; and

From May – November, 2018, the City of McMinnville worked with Capital Accounting Partners, LLC and the Oregon Building Codes Division to update the Building Fee Schedule; and

In August, 2018, the City of McMinnville hosted a meeting with the development community to discuss the results of the fee schedule evaluation.

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

1. That the City of McMinnville's Building Fee Schedule will be as established by the fee schedule attached to this Resolution.
2. That this fee schedule will be adopted by the City of McMinnville on January 25, 2019, after 45-day notice to the Oregon Building Codes Division.
3. That this fee schedule will take effect January 28, 2019.

MISCELLANEOUS PROVISIONS:

The attached Building Fee Schedule –

- Assumes 100% cost recovery. The operating cost of the Building Division is defined as the direct cost of operating the Division and the indirect costs identified in the 2018 Indirect Cost Allocation Plan.
- Retains a plan review fee of 65% of the building permit fee.
- Builds a 6 month reserve over five years.
- The intent of the fee schedule is to maintain a reserve equivalent to 6 – 12 months operating budget. When the reserve account exceeds or does not meet the annual operating budget by more than 25%, adjustments to the fee schedule will be made.
- The fees identified in the Building Fee Schedule are those charged by the City of McMinnville. Any surcharges or other applicable fees adopted by the State of Oregon or Yamhill County shall be in addition to the above fees.

- The fee schedule adopted in this resolution shall be the maximum fee schedule for each program and shall not be exceeded without further Council action.
- All structural permits will use valuation as determined by the ICC Valuation Table current as of April 1 of each, when applicable as per OAR 918-050-0000 and OAR 918-309-0020 thru 0070.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 11th day of December, 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this 11th day of December, 2018.

MAYOR

Approved as to form:

CITY ATTORNEY



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

www.mcminnvilleoregon.gov

BUILDING FEE SCHEDULE (Effective 1/28/18):

The Building Division of the City of McMinnville administers State of Oregon building codes which provide uniform standards that ensure newly residential and commercial construction is safe for residents to occupy. Building fees include structural, mechanical and plumbing charges. Fees are applicable to commercial, industrial, and residential properties unless otherwise specified. The final determination of valuation, occupancy, and/or construction type under any of the provision of this order shall be made by the Building Official.

A State Surcharge fee of 12 % is applied to all building permit types issued in the State of Oregon, and is additive to this fee schedule.

Building permit fees for qualifying affordable housing projects per McMinnville Municipal Code, Section 3.10.060, are reduced by 50% (Resolution No. 2016-81).

STRUCTURAL PERMIT FEES

Project Valuation:

New Construction, Residential:

The valuation is determined using the ICC Building Valuation Data Table current as of April 1 of each year, multiplied by the square footage of the dwelling, addition, garage or accessory structure. Project value is then applied to the table below to determine the building permit fee.

- Residential carports, covered porches, patios and decks use 50% of the value of a private garage (“utility, miscellaneous”) from the valuation table.

New Construction, Commercial:

The valuation is the higher of:

1. The valuation based on the ICC Building Valuation Data Table current as of April 1 of each year, using the occupancy and construction type as determined by the building official, multiplied by the square footage of the structure; or
2. The value* stated by the applicant

Project value is then applied to the table on the next page to determine the building permit fee.

Alteration or Repair:

The permit fees are calculated based on the fair market value* of all construction work for which the permit is issued.

Definition of Valuation: The valuation to be used in computing the permit fee and plan check fee shall be the total value of all construction work, excluding fire systems, for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, and other permanent work or equipment, and the contractor’s profit.

Use total value of construction work determined above to calculate the Building Permit on the next page:

STRUCTURAL PERMIT FEES	
VALUATION	FEE
\$1 - \$500	\$16.66
\$501 - \$2,000	\$501 - \$2000 \$16.66 for the first \$500 plus \$2.16 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 - \$50,000	\$2,001 - \$25,000 – \$49.06 for the first \$2,000 plus \$9.92 for each additional \$1,000 or fraction thereof to and including \$25,000. \$25,001 - \$50,000 – \$277.22 for the first \$25,000 plus \$4.96 for each additional \$1,000 or fraction thereof to and including \$50,000.
\$50,001 - \$500,000	\$50,001 - \$100,000 \$401.22 for the first \$50,000 plus \$4.96 for each additional \$1,000 or fraction thereof to and including \$100,000 \$100,001-\$500,000 \$649.22 for the first \$100,000 plus \$3.97 for each additional \$1,000 or fraction thereof to and including \$500,000
\$500,001 and above	\$500,001-\$1,000,000 \$2,237.22 for the first \$500,000 plus \$3.37 for each additional \$1,000 or fraction thereof to and including \$1,000,000 \$1,000,001 Plus \$3,922.22 for the first \$100,000 plus \$2.58 for each additional \$1,000 or fraction thereof

OTHER STRUCTURAL FEES	FEE
Structural Plan Review	65% of structural permit fee
Additional Plan Review – hourly*	\$73.00/hour (minimum of ½ hour)
<i>*For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.</i>	
Fire Life Safety Plan Review	40% of structural permit fee
Reinspection – per each	\$73.00
Each additional inspection, above allowable – per each	\$73.00
Inspections for which no fee is specifically indicated (as required) – hourly	\$73.00/hour
Inspection outside of normal business hours – hourly	\$110.00/hour (minimum of 2 hours)
Deferred Submittal Plan Review Fee – in addition to project plan review fees	65% of the building permit fee calculated using the value of the deferred portion with a \$150 minimum
Phased Project Plan Review Fee – in addition to project plan review fees	\$250.00 minimum phasing (application) fee plus 10% of the TOTAL project building permit fee not to exceed \$1500.00 per phase
Structural demolition – complete demolition, not subject to State Surcharge	\$105.00
Structural alteration (<u>not</u> demo) – partial, soft, interior	Fee as per Structural Permit Fee Table by valuation

Seismic Hazard Plan Check Fee (authorized by ORS 455.447(3))	1% of total structure and mechanical specialty code fees for essential and hazardous facilities, and major and special occupancy structures.
Temporary Certificate of Occupancy	\$150.00.
Structural Minimum Permit Fee	\$127.00
Residential Fire Suppression – Standalone System 13R, fee includes plan review [See Plumbing Fee section for Continuous Loop/Multipurpose System 13D]	
Square Footage of Area to be Covered	
0 – 2000 sq ft	\$174.78
2001 – 3600 sq ft	\$245.00
3601 - 7200 sq ft	\$262.17
7201 sq ft and greater	\$305.86
Commercial Fire Suppression	Fee as per Structural Permit Fee table by valuation
Solar Structural Installation Permit – separate Electrical Permit application is required.	
Solar Permit – Prescriptive Path System, fee includes initial plan review	\$145.65
Solar Permit – Non-Prescriptive Path System	Fee as per Structural Permit Fee table by valuation to include the solar panels, racking, mounting elements, rails and the cost of labor to install. Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation.
INVESTIGATION FEES	
Investigation Fee – hourly	\$73.00/hour (minimum of 2 hours)

MANUFACTURED DWELLING PERMIT FEES

MANUFACTURED DWELLING PLACEMENT FEES	FEE
Manufactured Dwelling Placement Fee *	\$215.00
State (Cabana) Fee	\$33.00
Manufactured Home Awning	Fee as per Structural Permit Fee table by valuation, incurs State Surcharge
Manufactured Home Alteration	Fee as per Structural Permit Fee table by valuation, incurs State Surcharge
Investigation Fee	\$73.00/hour
<i>* Includes the concrete slab, runners or foundations that are prescriptive, electrical feeder and plumbing connections and all cross-over connections and up to 30 lineal feet of site utilities. Decks, other accessory structures, and foundations that are not prescriptive, utility connections beyond 30 lineal feet, new electrical services or additional branch circuits, and new plumbing - may require separate permits. All decks 30" above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits.</i>	
-- See Structural schedule by valuation for non-dwelling modular placements	
MANUFACTURED DWELLING/RV PARKS – AREA DEVELOPMENT PERMIT (ADP)	
The Area Development Permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park & Organizational Camp – and applying the valuation amount to the Structural Permit Fee table included in this schedule.	

MECHANICAL PERMIT FEES

RESIDENTIAL	FEE
Air conditioner	\$66.00
Air handling unit of up to 10000 cfm	\$66.00
Air handling unit 10001 cfm and over	\$66.00
Appliance of piece of equipment regulated by code but no classified in other appliance categories	\$50.00
Attic or crawl space fans	\$50.00
Chimney/liner/flue/vent	\$50.00
Clothes dryer exhaust	\$50.00
Decorative gas fireplace	\$50.00
Evaporative cooler other than portable	\$50.00
Floor furnace, including vent	\$50.00
Flue vent for water heater or gas fireplace	\$50.00
Furnace – greater than 100000 BTU	\$50.00
Furnace – up to 100000 BTU	\$50.00
Furnace/burner including duct work/vent/liner	\$70.00
Gas or wood fireplace/insert	\$70.00
Gas fuel piping outlets	\$66.00 (1-4 Outlets) \$15 each additional outlet
Heat pump	\$50.00
Hood served by mechanical exhaust, including ducts for hood	\$50.00
Hydronic hot water system	\$50.00
Installation or relocation domestic/type incinerator	\$66.00
Mini split system	\$50.00
Oil tank/gas diesel generators	\$50.00
Pool or spa heater, kiln	\$50.00
Range hood/other kitchen equipment	\$50.00
Repair, alteration, or addition to mechanical appliance including installation of controls	\$50.00
Suspended heater, recessed wall heater, or floor mounted heater	\$50.00
Ventilation fan connected to single duct	\$50.00
Ventilation system not a portion of heating or air-conditioning system authorized by permit	\$50.00
Water heater	\$50.00
Wood/pellet stove	\$50.00
Other heating/cooling	\$50.00
Other fuel appliance	\$50.00
Other environment exhaust/ventilation	\$50.00
If a plan check is required	65% of mechanical permit fee.

COMMERCIAL MECHANICAL FEES TABLE	
Valuation	FEE
\$0 - \$5,000	\$1 - \$1000 \$55.00 \$1,001-\$5,000 \$55 for the first \$1,000 plus \$1.60 for each additional \$100 or fraction thereof, to and including \$5,000.
\$5,001 - \$10,000	\$5,001 – \$10,000 \$119 for the first \$5,000 plus \$10 for each additional \$1,000, or fraction thereof, to and including \$10,00
\$10,001 - \$100,000	\$10,001-\$50,000 \$169 for the first \$10,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$50,000 \$50,001-\$100,000 \$529 for the first \$50,000 plus \$8 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 and above	\$100,001 and above. \$929 for first \$100,000 plus \$8 for each additional \$1,000 or fraction thereof
OTHER MECHANICAL FEES	CURRENT FEE
Mechanical Plan Review	50% of mechanical permit fee
Additional Plan Review – per hour	\$73.00/hour
Reinspection – per each	\$73.00/per each
Each additional inspection, above allowable – per each	\$73.00/per each
Inspections for which no fee is specifically – per each indicated (as required)	\$73.00/hour, (minimum 1 hour)
Investigation Fee – hourly	\$73.00/hour (minimum of 2 hours)
Mechanical Minimum Permit Fee	\$50.00

PLUMBING PERMIT FEES

RESIDENTIAL NEW CONSTRUCTION	
	FEE
1 Bath	\$73.00
2 Bath	\$109.00
3 Bath	\$146.00
Additional Bathroom	\$36.00
Additional Kitchen	\$36.00
1 Bath	\$73.00
COMMERCIAL AND NON NEW RESIDENTIAL	
SITE UTILITIES	FEE
Sanitary Sewer - First 100 feet or less	\$73.00
Sanitary Sewer - Each additional 100 feet or fraction thereof	\$73.00
Storm – first 100 feet or less	\$73.00
Storm – Each additional 100 feet or fraction thereof	\$73.00
Water – first 100 feet or less	\$73.00
Water – Each additional 100 feet or fraction thereof	\$73.00

FIXTURES – FEE PER EACH	FEE
Absorption valve	\$50.00
Backflow preventer	\$70.00
Backwater valve	\$50.00
Catch basin or area drain	\$50.00
Clothes washer	\$50.00
Dishwasher	\$50.00
Drinking fountain	\$50.00
Ejectors/sump pump	\$50.00
Expansion tank	\$50.00
Fixture cap	\$10.00
Floor drain/floor sink/hub drain	\$50.00
Garbage disposal	\$50.00
Hose bib	\$50.00
Ice maker	\$50.00
Primer	\$50.00
Residential fire sprinklers	\$50.00
Sink/basin/lavatory	\$50.00
Stormwater retention/detention tank/facility	\$50.00
Swimming pool piping	\$50.00
Tub/shower/shower pan	\$50.00
Urinal	\$50.00
Water closet	\$50.00
Water heater	\$50.00
Other – plumbing	\$50.00
Alternate potable water heating system	\$50.00
Interceptor/grease trap	\$50.00
Manholes	\$50.00
Roof drain (commercial)	\$50.00
If a plan check is required	65% of plumbing permit fee.
MEDICAL GAS – fee based on installation costs and system equipment, including but not limited to inlets, outlets, fixtures and appliances	
Valuation	FEE
\$0 - \$5,000	\$1 - \$1000 \$55.00 \$1,001-\$5,000 \$55 for the first \$1,000 plus \$1.60 for each additional \$100 or fraction thereof, to and including \$5,000.
\$5,001 - \$10,000	5,001 – 10,000 \$119 for the first \$5,000 plus \$10 for each additional \$1,000, or fraction thereof, to and including \$10,00
\$10,001 - \$100,000	\$10,001-\$50,000 \$169 for the first \$10,000 plus \$9 for each additional \$1,000 or fraction thereof, to and including \$50,000 \$50,001-\$100,000 \$529 for the first \$50,000 plus \$8 for each additional \$1,000 or fraction thereof, to and including \$100,000.
\$100,001 and above	100,001 and above \$929 for first \$100,000 plus \$8 for each additional \$1,000 or fraction thereof

Residential Fire Suppression – Standalone System 13R, fee includes plan review [See Structural Fee section for Continuous Loop/Multipurpose System 13R]	
Square Footage of Area to be Covered	
0 – 2000 sq ft	\$174.78
2001 – 3600 sq ft	\$245.00
3601 - 7200 sq ft	\$262.17
7201 sq ft and greater	\$305.86
OTHER PLUMBING FEES	FEE
Plumbing Plan Review – commercial	40% of commercial plumbing permit fee
Plumbing Plan Review – residential	40% of commercial plumbing permit fee
Additional Plan Review – per hour	\$73.00/hour
Reinspection – per each	\$73.00/each
Each additional inspection, above allowable – per each	\$73.00/each
Inspections for which no fee is specifically indicated (as required) – per hour	\$73.00/hour
Inspection outside of normal business hours – per hour	\$110.00/hour (minimum of 2 hours)
Investigation Fee – hourly	\$73.00/hour (minimum of two hours)

MISC FEES

TYPE OF APPLICATION	FEE
Permit Reinstatement fee – to renew already expired permit, as eligible; subject to State Surcharge	\$25.00 (Reinstate within 60 days) plus state surcharge
Permit Extension fee – to extend expiration on active permit; not subject to State Surcharge	\$73.00
Copy fees	\$0.10 each
Returned Check fee (NSF)	\$25.00
Master Plans – Structural – setup fee	\$291.30
Master Plans – Structural – second and subsequent reviews	10% of the proposed valuation
Seismic Surcharge – Structural/Mechanical – review required on all essential structures	1% of building permit fee
Refund processing fee – not subject to State Surcharge	\$75.00



City of McMinnville
Planning Department
231 NE Fifth Street
McMinnville, OR 97128
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www.mcminnvilleoregon.gov

STAFF REPORT

DATE: December 11, 2018
TO: Mayor and City Councilors
FROM: Heather Richards, Planning Director
SUBJECT: Resolution No. 2018-63 “Planning Fee Schedule”

Council Goal:

Promote Sustainable Growth and Development.

Report in Brief:

This is the consideration of Resolution No. 2018-63, adopting a Planning Fee Schedule for the City of McMinnville. This Resolution repeals all previous resolutions adopting planning fee schedules and takes effect on January 28, 2019.

A public hearing will be conducted to solicit public comment per ORS 294.160.

Background:

This fee schedule is the result of a fee study conducted May – November, 2018 with Capital Accounting Partners, LLC. (CAP) to ascertain the full cost recovery of providing a planning program.

The last time that such a study was undertaken by the City of McMinnville was in 2002.

In 2017, the City of McMinnville conducted a special assessment of the Planning program to understand efficiencies and deficiencies. At that time it was discovered that due to lack of resources, the City of McMinnville had deferred its long range planning program for many years and was behind on many state mandated planning efforts. At the same time it was realized that the General Fund was underwriting the current planning program at an estimated level of 85 – 90% of program delivery costs. This is important because current planning is typically considered a specialty user program funded through the application fees of the users. Most cities have a policy about the level of cost recovery that they would like to achieve with their different specialty user programs in order to preserve the General Fund resources for programs that serve the entire community. City leadership asked the Planning Department to conduct a full cost recovery evaluation for the Current Planning program. In April, 2018, the City of McMinnville contracted with Capital Accounting Partners (CAP), LLC to conduct a Planning User Fee Study.

For several months, city staff met with Dan Edds, the consultant from CAP to discuss each application process and how much time it took each staff member to review and issue a decision for each different type of land-use application. Discussions focused done to ten (10) minute intervals, and assumptions were tested in the full group of staff for concurrence.

Attachments:

*Capital Accounting Partners, LLC User Fee Study Report – Development Services
Current, Full Cost Recovery and Proposed Fee Comparison Table
Resolution No. 2018-62 with Building Fee Schedule*

Meanwhile, at the same time, Dan Edds worked with the City Finance Department on an indirect cost allocation plan. Indirect cost allocation plans calculate the costs of central services to each enterprise fund and specialty user program.

In August, 2018, the City of McMinnville Planning Department staff hosted a meeting with the McMinnville development community to discuss the results of the user fee study. The study concluded that the Planning program was operating at a 12% cost recovery and was missing many permits in its fee schedule.

Discussion:

The proposed Planning Fee Schedule:

- Assumes a 55% cost recovery, with the recommendation that the fee schedule be increased by 10% + CPI over the next five years towards a full cost recovery model.
- Some applications have been recommended at a drastically reduced rate due to practicalities and local value systems, such as the Downtown Design Review and NE Gateway Design Review, Home Occupation Permits, Sign Permits and Street Tree Removal.
- Some fees are recommended at a full cost recovery rate immediately since they represent a value considerably less than comparable markets and the amount of applications are very limited in these categories, such as an Annexation and Urban Growth Boundary Amendment.
- Adds 16 land-use applications that are currently being provided as a free service.
- Plans for four additional land-use applications as part of a long-term program.
- Builds a 6 month reserve over five years.

Fiscal Impact:

The Planning Fee Schedule should fund 55% of the Current Planning Program building towards an eventual full cost recovery in five years.

Council Options:

1. Approve Resolution No. 2018-63.
2. Request more information.
3. Elect to take no action.

Action / Recommended Motion:

"I move to approve Resolution No. 2018-63."

Attachments:

*Capital Accounting Partners, LLC User Fee Study Report – Development Services
Current, Full Cost Recovery and Proposed Fee Comparison Table
Resolution No. 2018-63 with Planning Fee Schedule*

RESOLUTION NO. 2018-63

A Resolution adopting a Planning Fee Schedule and repealing all previous resolutions adopting planning fee schedules.

RECITALS:

The City of McMinnville collects permitting fees for land-use applications to fund the review costs associated with new development projects; and

Per Resolution No. 2003-35, it is the belief of the City Council that developers and others using the services of the Planning Department for current planning activities should pay their share of the costs associated with their projects; and

From May – November, 2018, the City of McMinnville worked with Capital Accounting Partners, LLC on a user fee study for the City's current planning program; and

The study showed that the City is currently collecting approximately 12% of the costs of the current planning program; and

In order to move towards a full cost recovery model, the City is proposing a fee schedule of a 55% cost recovery model with an increase of 10% plus CPI over five years to achieve a full cost recovery in an incremental schedule to help offset the costs to the development community; and

Resolution No. 2003-35 established an annual review and fee increase per the prior year's Portland CPE-W index; and

In August, 2018, the City of McMinnville hosted a meeting with the development community to discuss the results of the fee schedule evaluation and proposal.

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

1. That the City of McMinnville's Planning Fee Schedule will be as established by the fee schedule attached to this Resolution. .
2. That this fee schedule will take effect January 28, 2019.

MISCELLANEOUS PROVISIONS:

The attached Planning Fee Schedule –

- Assumes a 55% cost recovery, with a 10% increase plus CPI (Portland's CPE-W Index) over the next five years towards a full cost recovery model.
- The fee schedule will be updated on July of each year.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 11th day of December, 2018 by the following votes:

Ayes: _____

Nays: _____

Approved this 11th day of December, 2018.

MAYOR

Approved as to form:

CITY ATTORNEY

PLANNING FEE SCHEDULE FULL COST RECOVERY ANALYSIS:

CURRENT APPLICATIONS WITH FEES

TYPE OF APPLICATION	CURRENT FEE	FULL COST RECOVERY	PROPOSED FEE
Administrative Variance	150	1,431	\$787.05
Annexation	795	10,718	\$10,718.00
Appeal from Planning Commission Decision	610	4,700	\$2,585.00
Appeal from Planning Director Decision	205	2,429	\$1,335.95
Classification of an Unlisted Use	420	1,898	\$1,043.90
Comprehensive Plan Map Amendment	1,415	5,447	\$5,447.00
Conditional Use Permit	1,075	2,325	\$2,325.00
Expedited Land Use Division Application			
Partition	440	1,381	\$1,381.00
Subdivision ≤ 10 Lots	580	3,101	\$3,101.00
Subdivision (more than 10 lots)	1,625	5,412	\$5,412.00
Appeal Deposit	3,580	330	\$330.00
Plus Per Lot Fees		26	\$26.00
Home Occupation	150	505	\$250.00
Annual Renewal Fee	25	205	\$75
Landscape Plan Review	145	1,457	\$801.35
Street Tree Removal		1,457	\$150.00
Large Format Commercial Development (Variance to Standards)	410	2,834	\$2,834.00
Manufactured Home Park	1,625	2,792	\$2,792.00
Manufactured Home Park Per Lot Fee		25	\$25.00
Model Home Permit	125	1,355	\$745.25
Parking Variance for Historic District – Administrative Approval	150	1,728	\$950.40
Partition of Land (Tentative)	440	1,381	\$1,381.00
Planned Development	1,625	7,974	\$4,525.25
Planned Development: in addition to Planned Development Fee			
Residential Rate	15	39	\$39.00
Commercial Rate	25	39	\$39.00
Industrial Rate	10	39	\$39.00
Planned Development Amendment	885	4,976	\$2,736.75
Property Line Adjustment	175	1,333	\$733.15
Recreational Vehicle Park Permit	740	2,539	\$1,396.45
Resident Occupied Short Term Rental	150	1,230	\$676.50
Annual Renewal Fee	25	205	\$75
Short Term Rental	150	1,230	\$676.50
Annual Renewal Fee	25	205	\$75
Sign Standards Exception (Variance)	990	1,731	\$1,731.00
Solar Collection System Variance	990	1,731	\$1,731.00
Subdivision (less than 10 lots)	580	3,411	\$2,558.25
Plus per lot fee	15	26	\$26.00
Subdivision (more than 10 lots)	1,625	6,186	\$4,639.50
Plus per lot fee	15	26	\$26.00

Temporary Living Unit Permit	150	987	\$542.85
Semi-Annual Renewal Fee	25	768	\$350.00
Transitional Parking Permit	575	1,497	\$823.35
Urban Growth Boundary Amendment	1,990	13,590	\$13,590.00
Variance (Land Division)	990	2,325	\$1,743.75
Variance (Zoning)	990	2,536	\$1,902.00
Zone Change	1,625	5,012	\$3,759.00

BUILDING PERMIT REVIEW

TYPE OF APPLICATION	CURRENT FEE	FULL COST RECOVERY	PROPOSED FEE
Commercial/Industrial Building Permit Review			
Value < \$100,000		263	\$165.75
Value \$100,000 - \$500,000	45	473	\$299.00
Value > \$500,000	115	993	\$625.95
Residential Building Permit Review			
Value < \$100,000		102	\$65.00
Value > \$100,000	20	263	\$165.75
Multifamily > \$100,000	75	929	\$585.65

CURRENT LAND-USE APPLICATIONS W/OUT FEES

TYPE OF APPLICATION	CURRENT FEE	FULL COST RECOVERY	PROPOSED FEE
Comprehensive Plan Text Amendment / Zoning Text Amendment		6,823	\$6,823.00
Downtown Design Standards and Guidelines – Administrative Approval		1,728	\$450.00
Downtown Design Standards and Guidelines – Historic Landmarks Commission Approval		2,301	\$1,200.00
DMV Certificates		454	\$175.00
Historic Landmarks – Certificate of Approval, Alteration		2,748	\$1,200.00
Historic Landmarks – Certificate of Approval, Demolition, Move		2,748	\$1,900.00
Historic Resources Inventory Amendment		1,785	\$865.00
Interpretation of Code by Director		912	\$400.00
Land Use Compatibility Statement – Regular		454	\$454.00
Land Use Compatibility Statement – Marijuana		1,875	\$1,875.00
Land Use Extension		703	\$500.00
Minor Modification		1,549	\$851.95
NE Gateway Design Standards and Guidelines – Administrative Approval		1,573	\$450.00
Parking Variance for Historic Structure – Planning Commission Approval		1,678	\$895.00
Three Mile Lane Design Overlay – Administrative Approval		2,518	\$1,385.00
Wireless Communication Facility Review		3,232	\$3,232.00
Zoning/Compliance Letters		103	\$103.00

FUTURE APPLICATIONS

TYPE OF APPLICATION	CURRENT FEE	FULL COST RECOVERY	PROPOSED FEE
Sign Permit – Temporary		505	\$150.00
Sign Permit – Permanent		556	\$275.00
Site and Design Review – Commercial		2,590	\$1,632.80
Site and Design Review – Multi-Family		2,590	\$1,632.80



City of McMinnville
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PLANNING FEE SCHEDULE (Effective 1/28/18):

CURRENT PLANNING FEES

TYPE OF APPLICATION	FEE
Administrative Variance	\$787.05
Annexation	\$10,718.00
Appeal from Planning Commission Decision	\$2,585.00
Appeal from Planning Director Decision	\$1,335.95
Classification of an Unlisted Use	\$1,043.90
Comprehensive Plan Map Amendment	\$5,447.00
Comprehensive Plan Text Amendment / Zoning Text Amendment	\$6,823.00
Conditional Use Permit	\$2,325.00
Downtown Design Standards and Guidelines – Administrative Approval	\$450.00
Downtown Design Standards and Guidelines – Historic Landmarks Commission Approval	\$1,200.00
DMV Certificates	\$175.00
Expedited Land Use Division Application	
Partition	\$1,381.00
Subdivision ≤ 10 Lots	\$3,101.00
Subdivision (more than 10 lots)	\$5,412.00
Appeal Deposit	\$330.00
Plus Per Lot Fees	\$26.00
Historic Landmarks – Certificate of Approval, Alteration	\$1,200.00
Historic Landmarks – Certificate of Approval, Demolition, Move	\$1,900.00
Historic Resources Inventory Amendment	\$865.00
Home Occupation	\$250.00
Annual Renewal Fee	\$75
Interpretation of Code by Director	\$400.00
Landscape Plan Review	\$801.35
Street Tree Removal	\$150.00
Land Use Compatibility Statement – Regular	\$454.00
Land Use Compatibility Statement – Marijuana	\$1,875.00
Land Use Extension	\$500.00
Large Format Commercial Development (Variance to Standards)	\$2,834.00
Manufactured Home Park	\$2,792.00
Manufactured Home Park Per Lot Fee	\$25.00
Minor Modification	\$851.95
Model Home Permit	\$745.25
NE Gateway Design Standards and Guidelines – Administrative Approval	\$450.00

Parking Variance for Historic District – Administrative Approval	\$650.40
Parking Variance for Historic Structure – Planning Commission Approval	\$895.00
Partition of Land (Tentative)	\$1,381.00
Planned Development	\$4,525.25
Planned Development: in addition to Planned Development Fee	
Residential Rate	\$39.00
Commercial Rate	\$39.00
Industrial Rate	\$39.00
Planned Development Amendment	\$2,736.75
Property Line Adjustment	\$733.15
Recreational Vehicle Park Permit	\$1,396.45
Resident Occupied Short Term Rental	\$676.50
Annual Renewal Fee	\$75
Short Term Rental	\$676.50
Annual Renewal Fee	\$75
Sign Permit – Temporary	\$150.00
Sign Permit – Permanent	\$275.00
Sign Standards Exception (Variance)	\$1,731.00
Site and Design Review – Commercial	\$1,632.80
Site and Design Review – Multi-Family	\$1,632.80
Solar Collection System Variance	\$1,731.00
Subdivision (less than 10 lots)	\$2,558.25
Plus per lot fee	\$26.00
Subdivision (more than 10 lots)	\$4,639.50
Plus per lot fee	\$26.00
Temporary Living Unit Permit	\$542.85
Semi-Annual Renewal Fee	\$350.00
Three Mile Lane Design Overlay – Administrative Approval	\$1,385.00
Transitional Parking Permit	\$823.35
Urban Growth Boundary Amendment	\$13,590.00
Variance (Land Division)	\$1,743.75
Variance (Zoning)	\$1,902.00
Wireless Communication Facility Review	\$3,232.00
Zone Change	\$3,759.00
Zoning/Compliance Letters	\$103.00

BUILDING PERMIT REVIEW

TYPE OF APPLICATION	FEE
Commercial/Industrial Building Permit Review	
Value < \$100,000	\$165.75
Value \$100,000 - \$500,000	\$299.00
Value > \$500,000	\$625.95
Residential Building Permit Review	
Value < \$100,000	\$65.00
Value > \$100,000	\$165.75
Multifamily > \$100,000	\$585.65

ADMINISTRATIVE FEES

TYPE OF APPLICATION	FEE
Copy fees	\$0.10 per copy
Comprehensive Plan Map (24" x 36")	\$10.00
General Records Request	\$60.00/hour
Refund Processing Fee	\$75.00
Return Check Fee (NSF)	\$25.00
Zone Map (24" x 36")	\$10.00

Planning permit fees for qualifying affordable housing projects per McMinnville Municipal Code, Section 3.10.060, are reduced by 50% (Resolution No. 2016-81).



City of McMinnville
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STAFF REPORT

DATE: December 11, 2018 Meeting
TO: Mayor and City Council
FROM: Tom Schauer, Senior Planner
SUBJECT: **Ordinance No. 5060. G 3-18:** Zoning Ordinance Text Amendment to amend multiple chapters of the McMinnville City Code related to upper-story residential and small-scale mixed-use in the C-3 General Commercial zone

Council Goal:

Promote Sustainable Growth and Development

Report in Brief:

This action is consideration of Ordinance No. 5060, a legislative text amendment to the Zoning Ordinance. It would amend the following chapters of the Zoning Ordinance: Chapter 17.06 (Definitions), 17.33 (C-3 General Commercial Zone), and 17.60 (Off-Street Parking and Loading).

The proposal is related to residential use in the C-3 General Commercial zone. Currently, multi-family residential use (3 or more residential units) is permitted in the C-3 zone, whether as a separate use or as part of a mixed-use development. However, mixed-use development which includes only 1 or 2 upper-story residential units isn't currently permitted in the C-3 zone. The proposed amendment would permit this use in the C-3 zone, and would include an additional change related to ground-floor use. The final proposal also includes an amendment to authorize associated parking to be located within 200 feet of the smaller-scale upper-story residential use.

Background:

The City of McMinnville has received requests to build or convert space in buildings to include one or two residential units above other permitted uses, such as commercial uses, in the C-3 General Commercial Zone. The C-3 zone currently permits multi-family development, defined as 3 or more units, but precludes 1- and 2-family residential structures, without differentiating between them as stand-alone detached uses or as part of mixed-use development.

The proposed amendment would authorize this smaller-scale mixed use development, and make an associated change to existing provisions in the C-3 zone related to ground-floor residential accessory use, removing an owner-occupancy requirement. It would also authorize the parking for one or two upper-story residential units to be located within 200 feet of the site, rather than on-site, which could otherwise preclude conversion of some existing upper-story spaces to residential use.

Attachments:

1. Minutes from November 15, 2018 Planning Commission Hearing

2. Ordinance No. 5060 including:

-Exhibit A: G 3-18 Decision Document

-Exhibits B-D: Amendments to Zoning Ordinance Chapters 17.06, 17.33, and 17.60

Discussion:

The Planning Commission held a work session on this topic on September 20, 2018. The Planning Commission was supportive of the proposal, and staff initiated the amendment. Notice of the proposal was published in the newspaper and circulated for agency comment in advance of the Planning Commission hearing.

The Planning Commission held a public hearing on November 15, 2018 and recommended approval of the text amendment as presented in Exhibits B-D in Ordinance 5060. Their recommendation incorporated some revisions to the draft presented at their initial work session, consistent with staff's recommendation at the Planning Commission hearing. Several options related to the ground floor accessory use were also discussed, and the final draft reflects the preferred option. In addition, staff proposed amendments to the off-street parking requirements to authorize parking within 200 feet of the site for one or two upper story residential units, as is authorized for non-residential uses. For multi-family residential development of three or more units, the parking requirements would continue to apply the same as currently applies.

As of the date of the staff report, no additional comments have been received following the Planning Commission hearing and recommendation.

Fiscal Impact:

This policy has the potential to increase the City's property tax revenue by allowing more efficient use of land, with additional opportunities for use of commercial properties that may not have sufficient area to convert upper story spaces to more intensive multi-family use.

Alternative Courses of Action:

1. **ADOPT** Ordinance 5060, approving G 3-18 and adopting the Decision, Findings of Fact, and Conclusionary Findings.
2. **ELECT TO HOLD A PUBLIC HEARING** date specific to a future City Council meeting.
3. **DO NOT ADOPT** Ordinance No. 5060.

Recommendation/Suggested Motion:

Staff recommends that the Council adopt Ordinance No. 5060 which would approve the Zoning Ordinance text amendment as recommended by the Planning Commission.

“BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, AND THE SUBMITTED APPLICATION MATERIALS, I MOVE TO ADOPT ORDINANCE NO. 5060.”

Attachments:

1. Minutes from November 15, 2018 Planning Commission Hearing
2. Ordinance No. 5060 including:
 - Exhibit A: G 3-18 Decision Document
 - Exhibits B-D: Amendments to Zoning Ordinance Chapters 17.06, 17.33, and 17.60



ATTACHMENT 1
City of McMinnville
Planning Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311

www.mcminnvilleoregon.gov

MINUTES

November 15, 2018
Planning Commission
Regular Meeting

6:30 pm
McMinnville Civic Hall, 200 NE 2nd Street
McMinnville, Oregon

Members Present: Chair Roger Hall, Commissioners: Martin Chroust-Masin, Roger Lizut, Zach Geary, Lori Schanche, and Susan Dirks

Members Absent: Erin Butler, Gary Langenwalter, and Erica Thomas

Staff Present: Chuck Darnell – Senior Planner, Jamie Fleckenstein – Associate Planner, Heather Richards – Planning Director, Tom Schauer – Senior Planner, and David Koch – City Attorney

1. Call to Order

Chair Hall called the meeting to order at 6:30 p.m.

2. Citizen Comments

Susan Chambers, representing First Baptist Church, said in 2017 First Baptist Church celebrated its 150th anniversary. In 2016 they had hired a building inspector to identify necessary repairs to the building, and the bell tower roofing system and exterior stucco restoration were considered the highest needs. This was a distinctive historic site. The total estimate for the repairs exceeded \$650,000 and they had requested a grant from the Historic Landmarks Committee. However, because they were a church they were not eligible. Planning staff had suggested another organization, and they had received two grants to help with the projects. The church thanked staff for their help and as a token of appreciation they presented a quilt to Senior Planner Darnell.

3. Approval of Minutes

- **September 20, 2018** (Exhibit 1)

Commissioner Schanche moved to approve the September 20, 2018 minutes. The motion was seconded by Commissioner Dirks and passed 6-0.

4. Public Hearings:

- A. **Legislative Hearing. G 3-18. Zoning Ordinance Text Amendment: Mixed Use in Commercial Zones** (Exhibit 2)

Request: The City of McMinnville is proposing to amend Chapters 17.06 (Definitions) and 17.33 (C-3 General Commercial Zone) of the McMinnville Zoning Ordinance. The proposal is related to residential use in the C-3 General Commercial zone. Currently, multi-family residential use (3 or more residential units) is permitted in the C-3 zone, whether as a separate use or as part of a mixed-use development. However, mixed-use development which includes only 1 or 2 upper-story residential units isn't currently permitted in the C-3 zone. The proposed amendment would permit this use in the C-3 zone, and would include an additional change related to ground-floor use.

Chair Hall opened the public hearing and read the hearing statement. He asked if there was objection to the Commission's jurisdiction on this matter. There was none. He asked if any Commissioner wished to make a disclosure or abstain from participating. There was none.

Senior Planner Schauer presented the staff report. This was a zoning ordinance text amendment to allow small scale mixed use and upper story residential use in the C-3 General Commercial Zone. Currently, multi-family residential use (3 or more residential units) was permitted in the C-3 zone, whether as a separate use or as part of a mixed-use development. However, mixed-use development which included only 1 or 2 upper-story residential units wasn't currently permitted in the C-3 zone. The proposed amendment would permit this use in the C-3 zone, and would include an additional change related to ground-floor use. The final proposal also included an amendment to authorize associated parking to be located within 200 feet of the smaller-scale upper-story residential use. The Commission had held a Work Session on this issue in September. At that meeting there had been discussion about whether or not there should be a relationship between the occupant of the dwelling and the business as well as whether other residential uses, such as townhomes, should be permitted in the C-3 zone. There had been consensus to remove the requirement for the dwelling to be associated with the business and to keep the focus on upper story units and to look at the broader issues of townhomes at another time, especially since they would have an impact to curb appeal and street frontages. The proposed changes added definitions to Chapter 17.06 and amended the permitted uses in the C-3 zone and parking requirements. He explained the definitions that would be added and the changes to the permitted uses and off street parking. He discussed the applicable criteria. The application met the criteria for efficient use of commercially designated lands, revitalization and reuse of existing commercial properties, and encouraging vertical mixed use. It would also provide opportunities for a variety of housing types and densities, efficient development patterns, off street parking, and encourage compact urban development patterns to provide for conservation of energy. It was consistent with the goals and policies of the Comprehensive Plan, addressed the identified objectives, and all criteria were satisfied. Staff recommended approval of the application.

Commissioner Lizut asked how this would affect current commercial buildings. Senior Planner Schauer said the majority of all commercial was C-3. New development could add units above or buildings could be retrofitted to add units.

There was no public testimony.

Chair Hall closed the public hearing.

Based on the findings of fact, the conclusionary findings for approval, and the materials submitted by staff, Commissioner Geary moved that the Planning Commission recommended that the City Council approve the proposed zoning ordinance text amendments presented in Attachment 1 to the decision document for docket G 3-18. The motion was seconded by Commissioner Schanche and passed 6-0.

5. Discussion Items

None

6. Old/New Business

Chair Hall announced the Planning Commission annual report would be presented to the City Council on December 11.

Planning Director Richards discussed what would be included in the report.

7. Commissioner/Committee Member Comments

None

8. Staff Comments

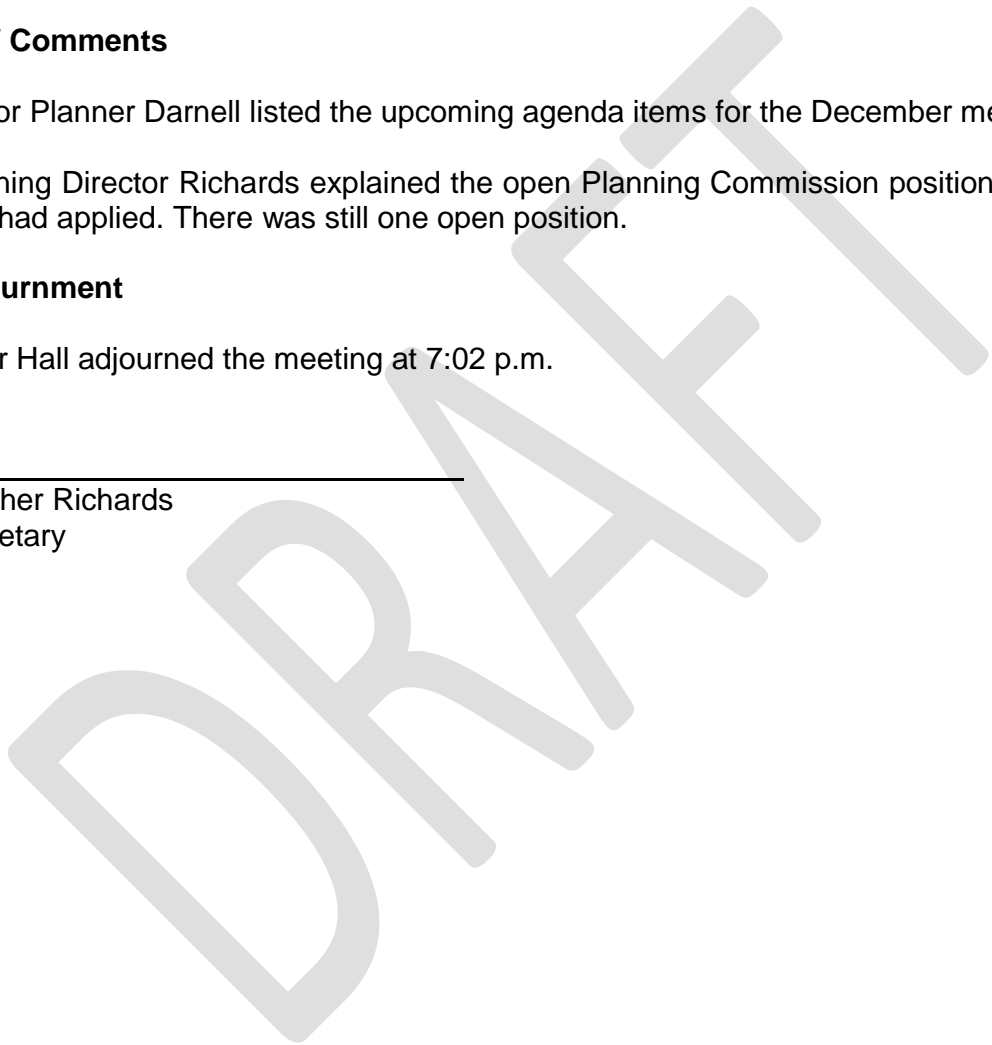
Senior Planner Darnell listed the upcoming agenda items for the December meeting.

Planning Director Richards explained the open Planning Commission positions and applicants who had applied. There was still one open position.

9. Adjournment

Chair Hall adjourned the meeting at 7:02 p.m.

Heather Richards
Secretary



ORDINANCE NO. 5060

AN ORDINANCE AMENDING TITLE 17 (ZONING) OF THE MCMINNVILLE CITY CODE, SPECIFIC TO MULTIPLE CHAPTERS TO UPDATE DEFINITIONS AND THE REGULATION OF SMALL-SCALE MIXED-USE AND UPPER-STORY RESIDENTIAL USE IN THE C-3 GENERAL COMMERCIAL ZONE

RECITALS:

The McMinnville Planning Department has received requests to develop desirable small-scale mixed use development in the C-3 zone, with one or two upper-story residential units above other permitted uses, which is not currently permitted in the C-3 zone; and

On September 20, 2018, the Planning Department held a work session with the Planning Commission to review and discuss potential amendments to the McMinnville Zoning Ordinance to incorporate updated regulations and definitions for small-scale mixed-use and upper-story residential use in the C-3 General Commercial zone. The Planning Commission directed staff to initiate the proposed amendments; and

A public hearing was held before the McMinnville Planning Commission on November 15, 2018, after due notice had been provided in the local newspaper on November 6, 2018. At the November 15, 2018 Planning Commission public meeting, after the application materials and a staff report were presented and testimony was received, the Commission closed the public hearing. After deliberation, the Planning Commission voted to recommend approval of G 3-18 to the McMinnville City Council; and

The City Council, being fully informed about said request, found that the requested amendments conformed to the applicable Comprehensive Plan goals and policies, as well as the McMinnville Zoning Ordinance based on the material submitted by the Planning Department and the findings of fact and conclusionary findings for approval contained in Exhibit A; and

The City Council having received the Planning Commission recommendation and staff report, and having deliberated;

NOW, THEREFORE, THE COMMON COUNCIL FOR THE CITY OF MCMINNVILLE ORDAINS AS FOLLOWS:

1. That the Council adopts the Decision, Findings of Fact and Conclusionary Findings, as documented in Exhibit A for G 3-18; and
2. That Chapter 17.06 (Definitions), Chapter 17.33 (C-3 General Commercial Zone), and Chapter 17.60 (Off-Street Parking and Loading) of the McMinnville Zoning Ordinance are amended as provided in Exhibits B - D. Text that is added is shown in **bold underlined** font while text that is removed is shown in ~~strikeout~~ font; and
3. That this Ordinance shall take effect 30 days after its passage by the City Council.

Passed by the Council this 11th day of December 2018, by the following votes:

Ayes: _____

Nays: _____

MAYOR

Attest:

Approved as to form:

CITY RECORDER

CITY ATTORNEY



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

503-434-7311
www.mcminnvilleoregon.gov

DECISION, FINDINGS OF FACT, AND CONCLUSIONARY FINDINGS FOR THE APPROVAL OF LEGISLATIVE AMENDMENTS TO THE MCMINNVILLE ZONING ORDINANCE PERTAINING TO SMALL-SCALE MIXED-USE AND UPPER-STORY RESIDENTIAL USE IN THE C-3 GENERAL COMMERCIAL ZONE

DOCKET: G 3-18

REQUEST: The City of McMinnville is proposing to amend Chapters 17.06 (Definitions) and 17.33 (C-3 General Commercial Zone) of the McMinnville Zoning Ordinance. The proposal is related to residential use in the C-3 General Commercial zone. Currently, multi-family residential use (3 or more residential units) is permitted in the C-3 zone, whether as a separate use or as part of a mixed-use development. However, mixed-use development which includes only 1 or 2 upper-story residential units isn't currently permitted in the C-3 zone. The proposed amendment would permit this use in the C-3 zone, and would include an additional change related to ground-floor use.

The final proposal also includes an amendment to Chapter 17.60 (Off-Street Parking and Loading) to authorize associated parking to be located within 200 feet of the smaller-scale upper-story residential use.

LOCATION: N/A

ZONING: N/A

APPLICANT: City of McMinnville

STAFF: Tom Schauer, Senior Planner

DATE DEEMED COMPLETE: October 15, 2018

HEARINGS BODY: McMinnville Planning Commission (recommendation to City Council)

DATE & LOCATION: Thursday, November 15, 2018.
Meeting held at the Civic Hall, 200 NE 2nd Street, McMinnville, Oregon

HEARINGS BODY: McMinnville City Council (final decision)

DATE & LOCATION: Tuesday, December 11, 2018
Meeting held at the Civic Hall, 200 NE 2nd Street, McMinnville, Oregon

APPLICATION SUMMARY:

The City of McMinnville is proposing to amend Chapters 17.06 (Definitions) and 17.33 (C-3 General Commercial Zone) of the McMinnville Zoning Ordinance. The proposal is related to residential use in the C-3 General Commercial zone. Currently, multi-family residential use (3 or more residential units) is permitted in the C-3 zone, whether as a separate use or as part of a mixed-use development. However, mixed-use development which includes only 1 or 2 upper-story residential units isn't currently permitted in the C-3 zone. The proposed amendment would permit this use in the C-3 zone, and would include an additional change related to ground-floor use.

The final proposal also includes an amendment to Chapter 17.60 to authorize associated parking to be located within 200 feet of the site with the upper-story residential use. Otherwise, current requirements specify that off-street parking for residential development must be located on the same site as the use. This could preclude conversion and reuse of upper-story portions of some existing buildings that don't have off-street parking.

ATTACHMENTS:

None.

COMMENTS:

Agency Comments

This matter was referred to the following public agencies for comment: McMinnville Fire Department, Police Department, Engineering and Building Departments, City Manager, and City Attorney, McMinnville School District No. 40, McMinnville Water and Light, Yamhill County Public Works, Yamhill County Planning Department, Frontier Communications, Comcast, Northwest Natural Gas. The following comments had been received:

- The Engineering Department responded with no comments. The Building Department responded with a formatting suggestion regarding the definitions.

Public Comments

- Comments were received from Patty O'Leary via e-mail. Editing suggestions regarding the definitions were addressed and incorporated into the proposal as recommended by the Planning Commission.

FINDINGS OF FACT

1. The City of McMinnville has received requests to build or convert space in buildings to include one or two residential units above other permitted uses, such as commercial uses, in the C-3 General Commercial Zone. The C-3 zone currently permits multi-family development, defined as 3 or more units, but precludes 1- and 2-family residential structures, without differentiating between them as stand-alone detached uses or as part of mixed-use development.
2. A work session was held with the Planning Commission on September 20, 2018 to review the proposed concept to address this issue and authorize small-scale mixed-use development in the C-3 zone. The Planning Commission concurred the proposed amendment should be initiated and scheduled for hearing.

3. The City of McMinnville is proposing to amend Chapters 17.06 (Definitions), 17.33 (C-3 General Commercial Zone), and 17.60 (Off-Street Parking) of the McMinnville Zoning Ordinance. The proposal is related to residential use in the C-3 General Commercial zone. Currently, multi-family residential use (3 or more residential units) is permitted in the C-3 zone, whether as a separate use or as part of a mixed-use development. However, mixed-use development which includes only 1 or 2 upper-story residential units isn't currently permitted in the C-3 zone. The proposed amendment would permit this use in the C-3 zone, and would include an additional change related to ground-floor use.
4. Public notification of the proposal and the November 15, 2018 Planning Commission public hearing was published in the November 6, 2018 edition of the News Register.
5. The final draft includes an amendment to Chapter 17.60 to authorize associated parking to be located within 200 feet of the site with the upper-story residential use.

CONCLUSIONARY FINDINGS:

As addressed below, ***the applicable criteria are satisfied.*** The proposed amendments are consistent with the applicable Goals and Policies of the Comprehensive Plan and the applicable provisions of the Zoning Ordinance which comprise the approval criteria for the proposed amendments to the Zoning Ordinance.

McMinnville’s Comprehensive Plan:

The following Goals and Policies from Volume II of the McMinnville Comprehensive Plan of 1981 are applicable to this request:

CHAPTER IV. ECONOMY OF MCMINNVILLE

GOAL IV 3: TO ENSURE COMMERCIAL DEVELOPMENT THAT MAXIMIZES EFFICIENCY OF LAND USE THROUGH UTILIZATION OF EXISTING COMMERCIALY DESIGNATED LANDS, THROUGH APPROPRIATELY LOCATING FUTURE COMMERCIAL LANDS, AND DISCOURAGING STRIP DEVELOPMENT.

General Policies:

22.00 *The maximum and most efficient use of existing commercially designated lands will be encouraged as will the revitalization and reuse of existing commercial properties.*

Finding: Satisfied. The proposal provides for efficient use of commercially designated lands through utilization of existing commercially designated land by creating additional opportunities for small-scale mixed use.

GOAL IV 4: TO PROMOTE THE DOWNTOWN AS A CULTURAL, ADMINISTRATIVE, SERVICE, AND RETAIL CENTER OF MCMINNVILLE.

Downtown Development Policies:

36.00 *The City of McMinnville shall encourage a land use pattern that:*

1. *Integrates residential, commercial, and governmental activities in and around the core of the city;*

2. *Provides expansion room for commercial establishments and allows dense residential development;*
3. *Provides efficient use of land for adequate parking areas;*
4. *Encourages vertical mixed commercial and residential uses; and,*
5. *Provides for a safe and convenient auto-pedestrian traffic circulation pattern. (Ord.4796, October 14, 2003)*

Finding: Satisfied. The proposal provides additional opportunities for integrated mixed-use in the C-3 zone, which includes the downtown area.

38.00 The City of McMinnville shall encourage the renovation and rehabilitation of buildings in the downtown area, especially those of historical significance or unique design.

Finding: Satisfied. The proposal provides an opportunity for a viable economic use of upper-story portions of existing buildings in the downtown area, through smaller-scale mixed use, which may be viable in existing buildings that aren't large enough for larger-scale mixed use.

CHAPTER V. HOUSING AND RESIDENTIAL DEVELOPMENT

GOAL V 1: TO PROMOTE DEVELOPMENT OF AFFORDABLE, QUALITY HOUSING FOR ALL CITY RESIDENTS.

General Housing Policies:

58.00 City land development ordinances shall provide opportunities for development of a variety of housing types and densities.

Finding: Satisfied. The proposal provides additional opportunities for more variety of housing types in proximity to commercial uses and services, including opportunities for mixed-use in desirable walkable, mixed-use settings.

GOAL V 2: TO PROMOTE A RESIDENTIAL DEVELOPMENT PATTERN THAT IS LAND INTENSIVE AND ENERGY-EFFICIENT, THAT PROVIDES FOR AN URBAN LEVEL OF PUBLIC AND PRIVATE SERVICES, AND THAT ALLOWS UNIQUE AND INNOVATIVE DEVELOPMENT TECHNIQUES TO BE EMPLOYED IN RESIDENTIAL DESIGNS.

Policies:

68.00 The City of McMinnville shall encourage a compact form of urban development by directing residential growth close to the city center and to those areas where urban services are already available before committing alternate areas to residential use.

Finding: Satisfied. The proposal provides opportunities for a compact form through additional opportunities for small-scale mixed-use and infill without additional land consumption.

69.00 The City of McMinnville shall explore the utilization of innovative land use regulatory ordinances which seek to integrate the functions of housing, commercial, and industrial developments into a compatible framework within the city.

Finding: Satisfied. The proposal provides opportunities for integrated mixed-use development in a manner that provides for compatibility of uses.

70.00 *The City of McMinnville shall continue to update zoning and subdivision ordinances to include innovative land development techniques and incentives that provide for a variety of housing types, densities, and price ranges that will adequately meet the present and future needs of the community.*

Finding: Satisfied. The proposal provides additional opportunities for a variety of housing types, densities, and price ranges.

CHAPTER VI. TRANSPORTATION SYSTEM

GOAL VI 1: TO ENCOURAGE DEVELOPMENT OF A TRANSPORTATION SYSTEM THAT PROVIDES FOR THE COORDINATED MOVEMENT OF PEOPLE AND FREIGHT IN A SAFE AND EFFICIENT MANNER.

PARKING

Policies:

126.00 *The City of McMinnville shall continue to require adequate off-street parking and loading facilities for future developments and land use changes.*

Finding: Satisfied. This proposal would not change the current provisions for required off-street parking. However, with the potential for reutilization of existing upper-story spaces in pedestrian-oriented districts, the proposal provides the same flexibility for 1- or 2- upper story residential units that is available for non-residential uses to locate parking spaces within 200-feet of the property rather than on the property. In core downtown areas, the Zoning Ordinance provides a public parking strategy for commercial uses with certain areas that have no off-street parking requirement or a reduced parking requirement. However, this public parking strategy only applies to commercial uses. This proposal doesn't change the current strategy as it now applies to required parking for residential uses. It only provides flexibility for siting of required parking within 200 feet.

127.00 *The City of McMinnville shall encourage the provision of off-street parking where possible, to better utilize existing and future roadways and rights-of-way as transportation routes.*

Finding: Satisfied. The proposal maintains the current parking requirements for number of required parking spaces for residential use, providing flexibility for location in proximity to the use.

128.00 *The City of McMinnville shall continue to assist in the provision of parking spaces for the downtown area.*

Finding: Satisfied. This current public parking strategy for the downtown area will continue to apply for commercial development. The proposal doesn't change requirements for the number of off-street parking spaces required for residential use and development in the downtown area.

CHAPTER VIII. ENERGY

ENERGY CONSERVATION

GOAL VIII 2: TO CONSERVE ALL FORMS OF ENERGY THROUGH UTILIZATION OF LAND USE PLANNING TOOLS.

Policies:

178.00 *The City of McMinnville shall encourage a compact urban development pattern to provide for conservation of all forms of energy.*

Finding: Satisfied. The proposed amendment provides additional opportunities for small-scale mixed-use of existing buildings and infill development that provides opportunities for energy conserving construction and proximity of uses on-site, as well as additional opportunities for residential use in proximity to nearby commercial uses, including walkable and bikeable areas.

McMinnville's City Code:

The McMinnville Zoning Ordinance is Title 17 of the McMinnville City Code. The following Sections of the McMinnville Zoning Ordinance (Ord. No. 3380) are applicable to the request:

Purpose Statements:

1. **Section 17.03.020. Purpose.** The purpose of the ordinance codified in Chapters 17.03 (General Provisions) through 17.74 (Review Criteria) of this title is to encourage appropriate and orderly physical development in the city through standards designed to protect residential, commercial, industrial, and civic areas from the intrusions of incompatible uses; to provide opportunities for establishments to concentrate for efficient operation in mutually beneficial relationship to each other and to shared services; to provide adequate open space, desired levels of population densities, workable relationships between land uses and the transportation system, adequate community facilities; and to provide assurance of opportunities for effective utilization of the land resources; and to promote in other ways public health, safety, convenience, and general welfare.

Finding: Satisfied. The proposed amendments encourage appropriate and orderly physical development by providing opportunities for small-scale residential use as part of mixed-use in the C-3 commercial zone, which already allows larger scale residential development and mixed-use. The proposed amendments ensure that commercial lands designated and intended for commercial, mixed use and specified residential uses aren't used for exclusively 1- and 2-family detached developments, which are provided for in residential zones.

The proposed amendment defines the residential use and relationship between the residential and commercial uses in a manner designed to provide for compatibility of use, efficient operation in mutually beneficial relationships, with opportunities for shared services, with suitable population densities, and with workable relationships between land uses and the transportation system. The proposal also provides assurance of opportunities for effective utilization of land resources. This amendment will address the existing "gap" that allows for larger scale multi-family use and larger scale residential/commercial mixed use in the C-3 zone, but precludes smaller-scale mixed use. This amendment will allow for smaller scale-mixed use, which was a common historic occurrence, with smaller commercial buildings having ground floor commercial use with one or two upper story residential units.

2. Chapter 17.06. Definitions.

Finding: Not Applicable. There is no separate purpose statement for Chapter 17.06.

3. Chapter 17.33. C-3 General Commercial Zone.

Finding: Not Applicable. There is no separate purpose statement for Chapter 17.33.

4. Chapter 17.60. Off-Street Parking and Loading.

Finding: Not Applicable. There is no separate purposed statement for Chapter 17.60.

Chapter 17.06

DEFINITIONS

(as adopted by Ord. 4952, March 13, 2012)

Sections:

- 17.06.010 Generally.
- 17.06.015 General Definitions.

[...]

Ground Floor Dwelling (Accessory Use to Business) – A ground floor dwelling unit in the same building as a business that is incidental and subordinate to the business use of the building.

[...]

Upper-Story Residential Use – One or more dwelling units located in one or more stories above, and in the same building as, a permitted use on the ground floor, whether the residential unit/s are attached or detached from one another or from buildings on abutting lots or parcels.

[...]

Chapter 17.33

C-3 GENERAL COMMERCIAL ZONESections:

- 17.33.010 Permitted uses.
- 17.33.020 Conditional uses.
- 17.33.030 Yard requirements.
- 17.33.040 Building height.
- 17.33.050 Use limitations.

17.33.010 Permitted uses. In a C-3 zone, the following uses and their accessory uses are permitted:

1. All uses and conditional uses permitted in the C-1 and C-2 zones, except those listed in Section 17.33.020;
2. Condominiums subject to the provisions of the R-4 zone;
3. Multiple-family dwelling subject to the provisions of the R-4 zone;
- 4. Upper-story residential use;**
- 4.5. Owner-occupied residence in the same building as a business; One ground floor dwelling (accessory use to business) per business building;**
- ~~5.6.~~ Auction house;
- ~~6.7.~~ Auditorium exhibition hall, or other public assembly room;
- ~~7.8.~~ Automobile, boat, trailer, or truck rental, sales, or service;
- ~~8.9.~~ Automobile repair garage;
- ~~9.10.~~ Bank or similar financial institution;
- ~~10.11.~~ Bicycle sales or repair shop;
- ~~11.12.~~ Book or stationary store, retail;
- ~~12.13.~~ Building materials supply store, retail;
- ~~13.14.~~ Business and trade school or college not objectionable due to noise, odor, dust, smoke, vibration, or other reasons;
- ~~14.15.~~ Church;
- ~~15.16.~~ Clothing store, retail;
- ~~16.17.~~ Club, lodge, hall, or fraternal organization;
- ~~17.18.~~ Cocktail lounge;
- ~~18.19.~~ Community building;
- ~~19.20.~~ Custom manufacturing of goods only for retail sale on the premises;
- ~~20.21.~~ Department store, retail;
- ~~21.22.~~ Dressmaking, millinery, or tailor shop;
- ~~22.23.~~ Dry goods or notions store, retail;
- ~~23.24.~~ Electric appliance or equipment, sales and service;
- ~~24.25.~~ Farming or logging, implement or machinery, sales or service;
- ~~25.26.~~ Floor covering sales and service;
- ~~26.27.~~ Frozen food locker, retail;
- ~~27.28.~~ Furniture store, retail;
- ~~28.29.~~ Garden supply store, nursery, or green house, retail;

- ~~29~~.~~30~~. Government building including armory, maintenance, repair, or storage facility;
- ~~30~~.~~31~~. Hardware and paint store, retail;
- ~~31~~.~~32~~. Hospital and clinic;
- ~~32~~.~~33~~. Household, business, or recreational equipment sales or rental;
- ~~33~~.~~34~~. Ice dispenser, retail;
- ~~34~~.~~35~~. Interior decorating shop;
- ~~35~~.~~36~~. Jewelry store, retail;
- ~~36~~.~~37~~. Laundry cleaning establishment;
- ~~37~~.~~38~~. Library or museum;
- ~~38~~.~~39~~. Locksmith;
- ~~39~~.~~40~~. Lumber or building material sales, retail;
- ~~40~~.~~41~~. Medical or dental laboratory;
- ~~41~~.~~42~~. Monument sales, retail;
- ~~42~~.~~43~~. Mortuary or funeral home, including crematorium;
- ~~43~~.~~44~~. Music or musical instrument store, retail;
- ~~44~~.~~45~~. Nursing/convalescent home;
- ~~45~~.~~46~~. Office;
- ~~46~~.~~47~~. Paint or glass store, retail;
- ~~47~~.~~48~~. Parking structure or lot;
- ~~48~~.~~49~~. Pawnshop or second-hand goods store provided all merchandise is stored in a building;
- ~~49~~.~~50~~. Pet store, retail;
- ~~50~~.~~51~~. Photographic shop, blueprinting, photostating, or other reproduction process;
- ~~51~~.~~52~~. Plumbing and heating store;
- ~~52~~.~~53~~. Printing or publishing plant;
- ~~53~~.~~54~~. Public utility building and facility;
- ~~54~~.~~55~~. Recreational vehicle park;
- ~~55~~.~~56~~. Retail or wholesale stores or businesses not involving manufacturing, processing, or compounding of products other than that which is clearly incidental to the business conducted on the premises and provided that not more than fifty percent of the floor area of the building is used in the manufacturing, processing, or compounding of products, and such operations or products are not objectionable due to noise, odor, dust, smoke, vibration, or other similar causes;
- ~~56~~.~~57~~. Rubber stamp manufacture, provided all products are sold on the premises;
- ~~57~~.~~58~~. Scientific or professional instrument sales or service;
- ~~58~~.~~59~~. Sewage pump station;
- ~~59~~.~~60~~. Shoe store, retail;
- ~~60~~.~~61~~. Sign painting shop;
- ~~61~~.~~62~~. Storage garage or mini-storage buildings;
- ~~62~~.~~63~~. Studio, including music, dancing, art, photography, or health;
- ~~63~~.~~64~~. Tavern;
- ~~64~~.~~65~~. Taxi stand;
- ~~65~~.~~66~~. Taxidermy shop;
- ~~66~~.~~67~~. Theater;
- ~~67~~.~~68~~. Toy or hobby store, retail;

- ~~68.69.~~ Upholstery or furniture repair shop;
- ~~69.70.~~ Variety store, retail;
- ~~70.71.~~ Veterinary office or animal hospital, provided there are no runs or pens and no noise is audible beyond the property line;
- ~~71.72.~~ Wholesale office or showroom with merchandise on the premises limited to small parts and samples;
- ~~72.73.~~ Social relief facility, under the following provisions:
 - a. The structure is maintained in its residential character, operators own, lease, or rent the property and reside therein; and the center is operated at a usage level equal to or subservient to the residential use of the structure.
 - b. Five or fewer people unrelated to the operator reside at the home at any one time.
 - c. Requirements of the Oregon State Structural Specialty and Fire Life Safety Code (UBC), as amended, are met. (Ord. 4900 §2, 2008; Ord. 4479A §4(part), 1991; Ord. 4279 §1(C), 1984; Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).

[...]

Chapter 17.60

OFF—STREET PARKING AND LOADING

Sections:

- 17.60.010 Applicability of chapter.
- 17.60.020 Property owner's responsibility.
- 17.60.030 Plans required.
- 17.60.040 Spaces—Used to park automobiles only.
- 17.60.050 Spaces—Location.

[...]

17.60.050 Spaces—Location. **Except for one or two upper-story residential dwelling units above a non-residential use,** Off-street parking spaces for dwellings shall be located on the same lot with the dwelling. All other required parking spaces shall be located not farther than two hundred feet from the building or use they are required to serve, measured in a straight line from the building. (Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).

[...]

CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND
September 2018

FUND #	FUND NAME	GENERAL OPERATING		TOTAL
		CASH IN BANK	INVESTMENT	
01	General	\$561,406.78	\$3,599,256.03	\$4,160,662.81
05	Special Assessment	701.54	163,618.82	164,320.36
07	Transient Lodging Tax	390.07	1,000.00	1,390.07
10	Telecommunications	828.11	1,030.00	1,858.11
15	Emergency Communications	402.32	92,094.81	92,497.13
20	Street (State Tax)	678.11	1,870,691.86	1,871,369.97
25	Airport Maintenance	255.43	70,749.03	71,004.46
45	Transportation	47.85	9,157,147.77	9,157,195.62
50	Park Development	345.60	1,377,427.49	1,377,773.09
58	Urban Renewal	265.60	280,207.49	280,473.09
59	Urban Renewal Debt Service	206.87	194,840.78	195,047.65
60	Debt Service	771.07	275,042.95	275,814.02
70	Building	772.55	1,259,500.00	1,260,272.55
75	Sewer	602.29	1,279,365.81	1,279,968.10
77	Sewer Capital	406.71	26,080,103.65	26,080,510.36
79	Ambulance	561.88	(587,164.72)	(586,602.84)
80	Information Systems & Services	819.83	211,713.61	212,533.44
85	Insurance Reserve	557.63	1,896,290.54	1,896,848.17
CITY TOTALS		570,020.24	47,222,915.92	47,792,936.16

MATURITY DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST RATE	CASH VALUE
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.20%	\$ 570,020.24
N/A	Key Bank of Oregon	Money Market Savings Account	0.02%	7,005,838.52
N/A	State of Oregon	Local Government Investment Pool (LGIP)	2.25%	31,271,089.16
N/A	State of Oregon	Park Improvement Bonds (LGIP)	2.25%	652,741.47
N/A	State of Oregon	Transportation Bond (LGIP)	2.25%	7,354,353.03
N/A	State of Oregon	Urban Renewal Loan Proceeds (LGIP)	2.25%	279,466.34
N/A	MassMutual Financial Group	Group Annuity	3.00%	659,427.40
				<u>\$ 47,792,936.16</u>