

RESOLUTION NO. 2024-23

A Resolution Authorizing the City Manager to sign a contract with Walker Macy not to exceed the amount of \$384,000 for the Innovation Campus Master Planning, Public Infrastructure Feasibility Analysis, and Marketing Project.

RECITALS:

Whereas, the Innovation Campus site concept was identified in the Mac Town 2032 Economic Development Strategic Plan adopted by Resolution No. 2019-16, and the Three Mile Lane Area Plan (3MLAP) adopted by Ordinance No. 5126 on November 8, 2022; and

Whereas, the City of McMinnville decided to support a campus master plan, public infrastructure feasibility analysis and a marketing project to support the implementation of the concept; and

Whereas, a Request for Qualifications was released on February 7, 2024, and was closed on March 20, 2024; and

Whereas, all of the responses were reviewed and scored, and the top proposers were invited for interviews; and

Whereas, after the interviews, the proposal from Walker Macy was the highest scoring proposal; and

Whereas, the proposal from Walker Macy, met all of the proposal requirements and should be considered the responsible and responsive proposal; and

Whereas, the funding for this project is ARPA and Business Oregon grant funds identified in the FY 23/24 and FY 24/25 City of McMinnville budget.

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

1. That the City of McMinnville will enter into a contract with Walker Macy in an amount not to exceed \$384,000.
2. The City Manager is hereby authorized and directed to sign the contract per Exhibit A.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 28th day of May 2024, by the following votes:

Ayes: Geary, Garvin, Menke, Chenoweth, Peralta

Nays: _____

Approved this 28th day of May 2024.



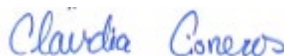
MAYOR

Approved as to form:



City Attorney

Attest:



City Recorder

EXHIBITS:

- A. Professional Services Contract with Walker Macy for the Innovation Campus Master Planning, Infrastructure Feasibility Analysis and Marketing

CITY OF McMinnville
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for The Innovation Campus Master Planning, Infrastructure Feasibility Analysis, and Marketing (“Project”) is made and entered into on this 28th day of May 2024 (“Effective Date”) by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and Walker Macy (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform the master planning services according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit 1** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than December 31, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

3.1. All written documents prepared by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, Consultant’s authorized Project Manager or Principal.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant’s reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under

Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing; however, no additional compensation will be provided due to a Force Majeure event. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

3.3. The existence of this Agreement between the City and Consultant shall not be construed as the City's promise or assurance that Consultant will be retained for future services beyond the Scope of Work described herein.

3.4. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant's employees assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant on a time and materials basis, guaranteed not to exceed \$384,000.00 for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit 1**, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant's Rate Schedule, as set forth in **Exhibit 2**. Any Additional work beyond the Scope of Work, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 16**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

4.4. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project, that are not specifically covered by **Exhibit 1**.

4.5. Consultant's Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries, or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or

software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. City's Rights and Responsibilities

1.1. The City will designate a Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

1.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in **Section 14**.

Section 6. City's Project Manager

The City's Project Manager is Jody Christensen. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Manager

Consultant's Project Manager is Ken Pirie. In the event that Consultant's designated Project Manager is changed, Consultant shall give the City prompt written notification of such re-designation. Recognizing the need for consistency and knowledge in the administration of the Project, Consultant's Project Manager will not be changed without the written consent of the City, which consent shall not be unreasonably withheld. In the event the City receives any communication from Consultant that is not from Consultant's designated Project Manager, the City may request verification by Consultant's Project Manager, which verification must be promptly furnished.

Section 8. Project Information

Except for confidential information designated by the City as information not to be shared, Consultant agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in or associated with the Project. No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City's Project Manager.

Section 9. Subcontractors and Assignments

9.1. Unless expressly authorized in **Exhibit 1** or **Section 10** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. The City hereby agrees that Consultant will contract with the Subconsultants identified in Exhibit 1 to provide its consultant services, which is a critical part of this Agreement. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of the Consultant shall not be subject to additional reimbursement by the City.

9.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Agreement. Consultant shall cooperate with the City and other firms, engineers, or subcontractors on the Project so that all portions of the Project may be completed in the least possible time and within normal working hours. Consultant shall furnish other engineers, subcontractors and affected public utilities, whose designs are fitted into Consultant's design, detail drawings giving full information so that conflicts can be avoided.

9.3. Consultant shall include this Agreement by reference in any subcontract and require subcontractors to perform in strict compliance with this Agreement.

Section 10. Consultant Is Independent Contractor

10.1. Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under **Section 4** of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet the requirements of the Project.

10.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. For all Services performed under subcontract to Consultant, as approved by the City, Consultant shall only charge the compensation rates shown on the approved Rate Schedule (**Exhibit 2**). Rate

schedules for named or unnamed subcontractors, and Consultant markups of subcontractor billings, will only be recognized by the City as set forth in Consultant's Rate Schedule, unless documented and approved, in writing, by the City pursuant to a modification to Consultant's Rate Schedule, per **Section 16** of this Agreement. In all cases, processing and payment of billings from subcontractors is solely the responsibility of the Consultant.

10.3. Consultant shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Consultant's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Consultant shall require that all of Consultant's subcontractors also comply with, and be subject to, the provisions of this **Section 10** and meet the same insurance requirements of Consultant under this Agreement.

Section 11. Consultant Responsibilities

11.1. Consultant must make prompt payment for any claims for labor, materials, or services furnished to Consultant by any person in connection with this Agreement as such claims become due. Consultant shall not permit any liens or claims to be filed or prosecuted against the City on account of any labor or material furnished to or on behalf of Consultant. If Consultant fails, neglects, or refuses to make prompt payment of any such claim, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor, materials, or services and offset the amount of the payment against funds due or to become due to Consultant under this Agreement. The City may also recover any such amounts directly from Consultant.

11.2. Consultant must comply with all applicable Oregon and federal wage and hour laws, including BOLI wage requirements, if applicable. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

11.3. No person shall be discriminated against by Consultant [or any subcontractor] in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City. [References to "subcontractor" mean a subcontractor at any tier.]

Section 12. Indemnity

12.1. Indemnification. Consultant acknowledges responsibility for liability to the extent caused, in whole or in part, by the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform

its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 12.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term "Consultant" applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant's subcontractors, including their agents, employees, and suppliers.

12.2. Standard of Care. In the performance of the Services, Consultant agrees to use the degree of care and skill exercised under similar circumstances by reputable members of Consultant's profession practicing in the Portland metropolitan area. Consultant will re-perform any Services not meeting this standard without additional compensation. Consultant's re-performance of any Services, even if done at the City's request, shall not be considered as a limitation or waiver by the City of any other remedies or claims it may have arising out of Consultant's failure to perform in accordance with the applicable standard of care of this Agreement and within the prescribed timeframe.

Section 13. Insurance

13.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. Any and all agents, contractors, or subcontractors with which Consultant contracts to work on the Services must have insurance that conforms to the insurance requirements in this Agreement, or must be named as additional named insureds on Consultant's insurance coverage. Additionally, if a subcontractor is an engineer, architect, or other professional, Consultant must require the subcontractor to carry Professional Errors and Omissions insurance and must provide to the City proof of such coverage. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

13.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts:

1. Consultant: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$3,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**.
2. Subcontractors: The coverage shall be in the amount of **\$1,000,000**

for each occurrence and **\$2,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$1,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**.

All of the foregoing coverages must be carried and maintained at all times during this Agreement.

13.1.2. Professional Errors and Omissions Coverage. Consultant and all subcontractors agree to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder with a limit of no less than **\$2,000,000** per claim for the consultant and **\$1,000,000** for the subcontractor. Consultant and subcontractors shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant and subcontractors. Such policy shall have a retroactive date effective before the commencement of any work by Consultant and subcontractors on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of this Agreement.

13.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$2,000,000**.

13.1.4. Workers Compensation Insurance. Consultant, its subcontractors, and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

13.1.5. Insurance Carrier Rating. Coverages provided by Consultant and its subcontractors must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

13.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent

shall be provided. The following is included as additional insured: “The City of McMinnville, its elected and appointed officials, officers, agents, employees, and volunteers.” An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days’ written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

13.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days’ prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

13.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are “Claims Made” policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 14. Early Termination; Default

14.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

14.1.1. By mutual written consent of the parties;

14.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

14.1.3. By Consultant, effective upon seven (7) days’ prior written notice in the event of substantial failure by the City to perform in accordance with the terms through no fault of Consultant, where such default is not cured within the seven (7) day period by the City. Withholding of disputed payment is not a default by the City.

14.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten calendar (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

14.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include the day of, termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

14.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 18**, for which Consultant has received payment or the City has made payment.

Section 15. Suspension of Services

The City may suspend, delay, or interrupt all or any part of the Services for such time as the City deems appropriate for its own convenience by giving written notice thereof to Consultant. An adjustment in the time of performance or method of compensation shall be allowed as a result of such delay or suspension unless the reason for the delay is within the Consultant's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Consultant. Should the City suspend, delay, or interrupt the Services and the suspension is not within Consultant's control, then the City shall extend the time of completion by the length of the delay.

Section 16. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. In the event Consultant receives any communication of whatsoever nature from the City, which communication Consultant contends gives rise to any modification of this Agreement, Consultant shall, within five (5) calendar days after receipt, make a written request for modification to the City's Project Manager in the form of an Addendum. Consultant's failure to submit such written request for modification in the form of an Addendum shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Agreement affecting any change in price, Consultant shall submit a complete breakdown of labor, material, equipment, and other costs. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum. To be enforceable, the Addendum must describe with particularity the nature of the change, any delay in time the Addendum will cause, or any increase or decrease in the Compensation Amount. The Addendum must be signed and dated by both Consultant and the City before the Addendum may be implemented.

Section 17. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four

(4) years after termination of the Agreement unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 18. Property of the City

18.1. All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, inspection reports, and marketing assets, shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

18.2. Consultant shall not be held liable for any damage, loss, increased expenses, or otherwise, caused by or attributed to the reuse by the City or its designees of all work performed by Consultant pursuant to this Agreement without the express written permission of Consultant.

Section 19. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City: City of McMinnville
 Attn: Jody
 Christensen
 Community
 Development
 231 NE 5th Ave.
 McMinnville, OR
 97128

To Consultant: Walker Macy
 Attn: Ken Pirie
 111 SW Oak Street, Suite 200
 Portland, Oregon 97204

Section 20. Miscellaneous Provisions

20.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior

written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

20.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement may be enforced by an action at law or in equity.

20.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

20.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the McMinnville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on **Exhibit 1**, shall be obtained and maintained throughout the term of this Agreement.

20.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

20.6. Jurisdiction. Venue for any dispute will be in Yamhill County Circuit Court.

20.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

20.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver

clause.

20.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

20.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

20.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

20.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

20.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

20.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

20.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City “sole discretion”, or the City is allowed to make a decision in its “sole judgment.”

20.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

20.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

20.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

20.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party.


The Consultant and the City hereby agree to all provisions of this Agreement.

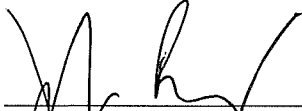
CONSULTANT:

CITY:

Walker Macy

CITY OF McMinnville

By: 

By: 

Print Name: KEN PIPLE

Print Name: Jennifer Berg


As Its: PRINCIPAL, PARTNER

As Its: Library Director

Employer I.D. No. 93-0733883

City of McMinnville, OR

APPROVED AS TO FORM:



City Attorney
City of McMinnville, Oregon

MCMINNVILLE INNOVATION CAMPUS

WALKER MACY SCOPE OF WORK

May 28, 2024

PROJECT TEAM

Walker Macy, Urban Design and Landscape Architecture, Prime Consultant

JLA Public Involvement, Public Outreach and Engagement

JET Planning, Design Standards and Zoning

TVA Architects, Architecture for Design Standards

Atwell LLC, Civil Engineering and Infrastructure

FINE, Branding and Marketing

Lancaster Mobley, Transportation Planning

PROJECT MANAGEMENT

Our project schedule is structured around a series of key checkpoints with the City of McMinnville team. To ensure ongoing communication and collaboration, a core Project Management Team (PMT), including Walker Macy and City staff, and when needed, key subconsultant team members, will meet in a 30-minute standing weekly meeting to facilitate continual communication and opportunities to share new information as it may arise. This PMT will be the primary decision-making group that will review and comment on draft deliverables with input from others as necessary. For these meetings, Walker Macy will provide agendas with topics for discussion, issues or questions currently needing resolution, and will close each meeting by defining clear next steps. There will be a total of 50 PMT meetings over the project duration.

TASK 1: ORIENTATION / KICKOFF (5/2024 - 7/2024)

1.1 Kickoff Consultant Team Meeting — We will convene a team meeting with the PMT group and the full consultant team to make introductions, review the work plan and schedule, define roles and communication protocols, and hear from City staff about their aspirations, priorities, concerns and expectations. We will review the goals from the preceding Three Mile Lane Area Plan and discuss potential refinements.

1.2 Review background documents, policies, and studies — Existing city and regional policies that may shape future development will be reviewed including both the existing zoning code and the model code prepared with the Three Mile Lane Area Plan. Existing infrastructure plans will be gathered, and any available market analysis and target profiles will be provided to guide branding and marketing.

Key findings will be folded into the process to inform plan development. We will summarize findings in a draft presentation to the PMT in a conference call and then refine for Site Workshop #1.

1.3 Engagement Plan and Project Charter — To guide all public engagement, we will develop an Engagement Plan that outlines project key messaging, engagement opportunities, staff and Consultant team roles for engagement, key activities and their purpose and a timeline. To inform the engagement plan, we will convene a PMT meeting, which could also include City staff responsible for public

engagement and key stakeholder outreach, to discuss the most appropriate outreach strategy for this project. We will also draft a Project Charter, to define roles and responsibilities, establish relationships and confirm a shared understanding of the project. We will review the draft Charter with the PMT and will subsequently refine both the Charter and Engagement Plan for further review by the Project Advisory Committee.

Throughout this process, Walker Macy will provide all deliverables to the City for posting on a web page on the City's site dedicated to this project.

1.4 Site Workshop — We will conduct a walking tour of the Innovation Campus site. Following the site visit, we will convene for a work session in McMinnville at City offices, with the PMT and key consultant team members. In this half-day workshop, we will seek to:

- Review key findings from previous studies and City plans
- Review Goals developed for the Three Mile Lane Area Plan and discuss refinements.
- Confirm the essence of the site's character, review existing conditions and discuss high level ideas about the potential for redevelopment

1.5 Property Owner Interviews — We will schedule video conference calls with the three major property ownership groups to hear their ideas and concerns about their properties, including thoughts about branding and marketing. It is anticipated these interviews will last one-hour in duration and may be held online.

1.6 Project Advisory Committee (PAC) Meeting #1 —. Using the Three Mile Lane Area Plan goals as a basis, we will confirm and discuss project goals and the Charter with the PAC and share the team's initial findings from the site workshop and review of previous studies. For all PACs Walker Macy will prepare a meeting agenda, presentation and meeting summary. It is assumed the meeting will be held in McMinnville, with a virtual option available, and will be attended by Walker Macy and JLA representatives.

Task 1 Deliverables:

- Summary of Site Workshop findings
- Project Goals
- Engagement Plan and Charter
- Committee and Property Owner Meeting notes and summary
- PAC #1 Agenda and meeting summary

Task 1 Meetings:

- Weekly PMTs
- Site Workshop
- Property Owner interviews
- PAC Meeting #1

TASK 2: EXISTING CONDITIONS (6/2024 - 9/2024)

2.1 Existing Conditions Analysis — Informed by our Site Workshop #1 findings, we will conduct an analysis of the specific physical attributes of the IC site and identify the most important and applicable opportunities for creating an economically-thriving district. To support this analysis, we will gather GIS and survey information from available sources—including from our prior work on the Three Mile Lane Area plan to create project base maps, upon which we'll create diagrammatic and photo inventories of existing conditions that will inform a campus planning framework, including:

- Geology and current soils
- Topography and site hydrology
- Native American history in the site and vicinity
- Euro-American history and context
- South Yamhill River and Airport Park natural resource conditions and setbacks
- Climate conditions, including solar access and prevailing winds
- Views
- Contextual urban patterns:
 - mobility, including bicycle, pedestrian and transit access in vicinity, as well as planned city and state highway access improvements
 - airport operations and long-term plans
 - existing land uses and zoning
 - planned developments
 - proximity of significant community amenities

2.2 Existing Infrastructure -- Atwell will conduct a comparative analysis including investigating current infrastructure and growth potential compared to precedent campus projects that have been completed and current utility planning efforts. Atwell will reach out to existing infrastructure purveyors to determine the working state of the infrastructure, expectations for growth, and improvement opportunities. Improvement opportunities will include upgrades to broadband, water, wastewater, stormwater, power, telecommunications, transportation, and other infrastructure as identified in the master planning process. This analysis will compare existing infrastructure to infrastructure that is needed for Class A office space, flex spaces, incubator spaces, manufacturing facilities, interconnected trails, public open spaces, and a mixed-use town center for the innovation campus and retail center.

2.3 Case Studies — This project will benefit from a comparative analysis of precedent projects to highlight challenges and successes of other Innovation Campuses. We will create a presentation of the key successes and challenges across these types of projects and how they can directly inform this project. This will also be used by the FINE team to help them understand how the current market can provide a basis for brand positioning.

2.4 Focus Groups — Our team will host two focus group meetings to gather input from under-represented communities, potentially including a Spanish-language meeting, and/or meetings with lower-income community members or people with disabilities or seniors. Feedback from the focus groups will be summarized. The City will provide refreshments and participation incentives for these meetings.

2.6 Technical Advisory Committee Meeting #1 — We will summarize our site and infrastructure

analysis and case studies in a presentation to the PMT, then update and present to the Technical Advisory Committee in a virtual meeting, including a facilitated discussion to provide TAC members an opportunity for input.

2.7 Project Advisory Committee Meeting #2 — We will summarize our site and infrastructure analysis and case studies in the second Project Advisory Committee meeting. Prior to this meeting, the PMT will review all content and provide comments. It is assumed the Consultant will create an agenda, presentation and meeting summary and that the meeting will be held in-person in McMinnville.

2.8 Planning Commission Work Session — We will summarize our site and infrastructure analysis and case studies in a work session with the Planning Commission. This session will serve to review and refine the project vision and goals and help shape subsequent scenario development.

Task 2 Deliverables:

- Site and infrastructure analysis, case studies
- Focus Group summaries
- PAC #2 meeting agenda, presentation and summary

Task 2 Meetings

- Weekly PMTs
- Focus Group meetings (2 total) with Spanish-speaking community and other underrepresented community members
- Technical Advisory Committee Meeting #1
- PAC Meeting #2
- Planning Commission Work Session

TASK 3: DRAFT CAMPUS MASTER PLAN SCENARIOS (10/2024 - 12/2024)

3.1 Draft Concepts and Infrastructure Improvements — We will refine the sketches of conceptual plans from Workshop #2 into three clear alternatives, as Low, Medium and High Growth scenarios, with associated illustrative diagrams and review these alternatives with the PMT in two focused conference calls. Atwell will guide the team with findings from preliminary information collected during Task 2, including the state of existing infrastructure and current growth potential and provide recommended set aside location and size for a regional stormwater treatment facility. These findings will guide the process to determine introductory recommendations for infrastructure improvements needed to serve the Low, Medium, and High growth scenarios, which will be part of Atwell’s work in Task 4.3. No system capacity modelling will be completed at this time.

Task 3 Deliverables:

- Draft plan scenarios, diagrams, and illustrations

Task 3 Meetings

- Weekly PMTs

TASK 4: REFINED MASTER PLAN SCENARIOS (1/2025 - 3/2025)

4.1 Refine Scenarios — Based on the results of previous tasks, Site Workshop #2 and City guidance, we will further refine the Low, Medium and High scenario plans and select a preferred land use master plan scenario, which may be a hybrid of the draft scenario plans.

4.2 Transportation Assessment for Preferred Scenario — Lancaster Mobley will prepare a refinement to the Three Mile Lane Area Plan transportation analysis that reflects the access and transportation needs of the preferred scenario. The refinement will update the trip generation and distribution assumptions from the original analysis and update intersection operations at the 2041 planning horizon. Important considerations such as multi-modal trip generation, trips captured within the planning area, and multi-modal infrastructure needs will also be addressed.

Because the transportation assessment will build on the original Three Mile Lane Area Plan analysis, Lancaster Mobley will coordinate with ODOT regarding any changes or adjustments that might be needed to the current travel demand model that provided the basis for the original analysis.

A technical memo-format report will be provided as a deliverable that offers a clear and succinct summary of the findings but still provides sufficient technical detail for a thorough technical review by public agencies, the Technical Advisory Committee, and the general public. Since this refinement represents an amendment to an adopted plan, the report will include Transportation Planning Rule findings.

4.3 Preliminary Infrastructure Feasibility — Atwell will evaluate the infrastructure improvements needed to support the preferred growth scenario through sizing calculations, comparative analysis, previous experience, and recommendations gathered from utility providers in the project vicinity for on-site improvements. Atwell will draft a report in Task 7 with details to support the preferred growth scenario and will create the structure of a Capital Improvement Project list for comment by interested parties.

4.4 Brand Positioning and Platform -- In Tasks 1-3, FINE will participate in the Site Workshop #1 and submit questions for the Property Owner Interviews and other PAC Meetings to help guide the conversations and better understand the strategic, facility, and experiential requirements of proposed growth scenarios and conceptual plans. Based on the results of these findings and the preferred land use master plans scenario documented by Walker Macy and the Project Advisory Committee, FINE will summarize and articulate the full value proposition through the lens of brand. FINE will codify the brand vision at the highest level with a core story that includes the purpose (why), position (what), and promise (how), attributes, values, and distinctions. These will act as pillars to set the Innovation Campus apart in the marketplace.

4.5 Concept Refinement Workshop — We will convene key members of the consultant team, property owners and the PMT in a virtual work session to confirm our refined master plan concept and outline implementation steps and priorities for funding, branding and infrastructure.

4.6 Technical Advisory Committee #2 — We will conduct a second, virtual meeting with the TAC to discuss and review the refined, preferred master plan, transportation assessment, infrastructure feasibility and branding platform.

4.7 Open House #1 — We will share our refined master plan scenario and branding platform at an in-

person community open house, at a time and location most amenable and inclusive to a wide range of diverse community members, to share concepts and obtain feedback. We will develop an event plan before the event for the PMT to review and, once approved, develop event displays, a sign-in sheet and comment form. The city will reserve the meeting space and promote the event. The open house materials will be posted to the City’s website. We will summarize all feedback received in an open house summary.

4.8 Project Advisory Committee #3 — At a third meeting with the Committee, we will discuss and review the refined, preferred master plan, transportation assessment, infrastructure feasibility, branding platform and draft code concepts, and review public input on these plans from Open House #1.

Task 4 Deliverables:

- Refined concept plan, diagrams and draft illustratives
- Transportation Assessment technical memo
- Infrastructure Improvements Narrative describing existing and proposed infrastructure on-site for the refined concept
- Positioning and Brand Platform
- Open House #1 event plan and event materials (up to 10 display boards, sign in sheet, comment form)
- PAC #3 agenda, presentation and meeting summary

Task 4 Meetings

- Weekly PMTs
- Concept Refinement Workshop
- Open House #1
- TAC #2
- PAC #3

TASK 5: DESIGN AND DEVELOPMENT STANDARDS (2/2025 - 6/2025)

5.1 Code Concepts for Design and Development Standards— We will identify key code concepts that will inform the regulatory foundation for a baseline level of quality and sense of place for the IC, including preferred architectural massing, build-to lines, critical architectural details and site design components, allowing for some flexibility in future building arrangements and programs. JET will identify the conceptual options and areas where community input on the preferred direction is needed, prior to draft specific code language.

5.2 Open House #2: Online — We will share our code concepts at an online community open house, to discuss design standards and code concepts and obtain feedback. We will develop an event plan with draft content before the event for the PMT to review and once approved, develop an online open house website. It is assumed the online open house will remain open for two weeks. The city will promote the event. We will summarize all feedback received in an Online Open House #2 summary.

5.3 Refined Brand Platform and Campus Naming — Based on consolidated feedback from the Concept Refinement Workshop and Open House, FINE will make final refinements to the Brand Platform. Once approved, FINE will then explore potential campus or district names. FINE will look at different analogies for what you are and what we're naming to generate different perspectives on what to call you. We will prepare a summary of key directional takeaways and naming criteria for 6-8 top choice names, each with brief rationale, story, verbal and visual branding opportunities. FINE will also present preliminary findings on direct competitive conflict, domain names, to determine which names appear viable enough to proceed to legal search. Based on your feedback, we will iteratively explore subtle twists or qualifiers to your shortlist of preferred names to finalize finalists (2-3 max) for legal review. (We advise using legal counsel to review the 2-3 chosen finalist name options.)

5.4 Draft Code Updates — We will draft code updates that address the design, development and procedural aspects for the review of future projects based on the open house feedback on the code concepts. The code updates will include illustrated design standards. We will present the draft code to the Technical Advisory Committee for their review and direction.

5.5 Review Draft Code Updates — We will review the draft code updates with the PMT including City staff that lead the City's current planning services.

5.6 Project Advisory Committee #4 — We will present the draft code to the Project Advisory Committee for their review and direction. We will develop an agenda, presentation and meeting summary.

5.67 Joint City Council/Planning Commission Work Session — In a joint work session, the Planning Commission and City Council will review the master plan scenarios developed in Task 4 in a key decision-making milestone, as well as review and suggest refinements to the proposed draft code updates.

5.8 Final Code Updates — We will finalize the code updates including the design standards and deliver to the City in an editable format consistent with existing City code formatting.

Task 5 Deliverables:

- Concepts for Design and Development Standards
- Positioning Refinements & Campus Naming
- Draft and Final Design and Development Standards
- Open House #2 Online event plan and event materials
- PAC #4 agenda, presentation and summary

Task 5 Meetings

- Weekly PMTs
- Open House #2 (online)
- Positioning Refinements & Campus Naming Presentation*
**Please note that if there are significant refinements to the brand positioning, we may want to separate these 2 presentations to ensure we have full approval on the platform before we begin naming.*
- PAC meeting #4
- Joint CC/PC Work Session

TASK 6: INNOVATION CAMPUS MASTER PLAN REPORT (4/2025 - 6/2025)

6.1 Brand Identity, Style Guide, and Website — Informed by our final concept and positioning, FINE will develop a visual identity for the campus, including representative contextual applications in collateral, signage, merchandise, and other tactics to show intent. FINE will explore the brand identity, visualizing logos, wordmarks, typography, color, graphic assets, and imagery. We will review this visual identity in a focused PMT meeting. Once a preferred identity direction is selected, refined, and approved, FINE will create a Style Guide that documents all visual guidelines.

Based on the approved identity, FINE will design and build a website to support campus awareness, education and marketing. The website will include three informational pages, plus a flexible content marketing section for ongoing education, promotion, and marketing needs. FINE will explore Squarespace templates and capabilities, in order to find the most compelling option(s) for your requirements. We then create an active template, and begin a design styling process that results in a presentation to website stakeholders for feedback on design. FINE will support the development of marketing content for the 3 informational pages, based on the final positioning and in collaboration with the PMT to ensure all the right information is communicated. FINE is not responsible for asset development and can work with the PMT to help gather or source imagery under a separate engagement.

FINE will present a final BETA solution to your team, and establish a process to solicit feedback. Reported features that do not meet documented requirements are corrected for. New features and change requests are addressed collaboratively, with guidance on how they may impact timing, budget, or implications for overlapping or affected features or functionality.

FINE will craft a launch checklist that ensures your website is poised to go live without any surprises. We can discuss a post-launch maintenance program under a separate engagement to support future updates.

6.2 Draft Innovation Campus Master Plan Report — Based on information gathered during the prior tasks, the team will summarize this project with a concise, illustrative final report that presents the preferred concept plans for Low, Medium, and High Growth Scenarios as well as a Preferred Master Plan Scenario, and an implementation roadmap including a brief summary of proposed code updates and coordinated next steps required to facilitate the defined vision.

A campus vision requires careful consideration of implementation and phasing, so this report will determine a strategy to lead from the conceptual plan to full build-out, though a menu of near, medium, and long terms steps. We will support the implementation strategy with a series of phasing illustrations that indicate how the concepts will evolve.

6.3 Review Draft Master Plan Report — We will review the draft plan report with the PMT.

6.4 PAC #5 — We will review the Final Innovation Campus Plan with our Advisory Committee in a fifth meeting and make any subsequent changes to the report before presenting it to the Planning Commission. We will develop an agenda, presentation and meeting summary.

6.5 Planning Commission Work Session — We will review the Final Innovation Campus Plan in an informational work session with the McMinnville Planning Commission.

6.6 City Council Work Session — We will review the Final Innovation Campus Plan in an informational work session with the McMinnville City Council.

6.7 Final Master Plan Report — After receiving PMT, PAC, City Council and Planning Commission feedback on the Plan report, we will refine as a final document.

Task 6 Deliverables:

- Draft Master Plan Report
- Final Master Plan Report
- Brand Identity Presentation, Visual Style Guide PDF, Website Design Presentation, Website BETA Presentation, Final Website for Launch
- PAC #5 agenda, presentation and summary

Task 6 Meetings

- Weekly PMTs
- PMTs to focus on presentations of Brand Identity and Website
- PAC Meeting #5
- Planning Commission work session
- City Council work session

TASK 7: FINAL INFRASTRUCTURE IMPROVEMENTS REPORT
(PARTIALLY CONCURRENT WITH TASKS 5; 3/2025 - 12/2025)

7.1 Draft Infrastructure Improvements Report — An Infrastructure Improvements Report will be prepared to evaluate the projected demands of the preferred concept while incorporating phasing to better understand the capabilities of the existing infrastructure to support the planned growth. The report will review the existing water, sewer, storm and power master plans compared to their proposed improvement schedules over the duration of the plan, informed by discussions with public works staff and knowledge of the status of the plans will guide us to provide a report on issues of capacity. Model scenarios will be run by the master plan team to verify system capacity and identify system capital improvement needed to facilitate the planned change in use. The currently planned capital improvements fee structure provided by the current planning cycle of McMinnville will help the team identify areas where funding models may not fully cover the identified infrastructure needs and the team can provide ideas for funding opportunities based on other similar projects. Clearly identifying the projected system improvements outside the current master plan boundary makes sure that these are accounted for in the improvement report. Lancaster Mobley will also provide a summary of transportation improvements required to address the traffic generated by the preferred scenario, along with proposed multi-modal improvements. It is assumed that Jacobs will complete the system-wide analysis of water and sewer system capacity with input from Atwell.

7.2 CC/PC/PAC#6 Work Session -- We will review the draft Infrastructure Improvements Report with the PAC, the Planning Commission and City Council in a joint work session. We will develop an agenda and presentation for this meeting.

7.3 Finalize Infrastructure Report – We will finalize the Infrastructure Improvements Report as a

stand-alone document that matches the format of the Master Plan document.

Task 7 Deliverables:

- Draft and Final Infrastructure Improvements Report including CIP list of both private and public improvements required to support the Master Plan
- CC/PC/PAC #6 agenda and presentation

Task 7 Meetings:

- Weekly PMTs
- CC/PC/PAC #6 Joint Work Session

EXHIBIT 2

FEES

Walker Macy proposes to accomplish the scope of work above within a budget of **\$384,000 including expenses**, with the following breakdown by project component.

	Fee Per Task
Task 1: Orientation/Kickoff	\$36,208
Task 2: Existing Conditions	\$45,180
Task 3: Draft Campus Master Plan Scenarios	\$58,048
Task 4: Refined Master Plan Scenarios	\$83,692
Task 5: Design and Development Standards	\$55,191
Task 6: Innovation Campus Master Plan Report	\$69,565
Task 7: Final Infrastructure Improvements Report	\$32,058
Expenses (estimated, not to exceed)	\$4,058
Total	\$384,000

Work will be billed monthly based on a percentage of work completed by task. Expenses will be billed at cost within each task and will include items such as printing and postage as well as travel to meetings in McMinnville. We assume that if the expense budget is not exceeded, we will bill any remainder towards labor.