



## City Council Meeting Agenda

Tuesday, July 25, 2023

6:00 p.m. – Work Session Meeting

7:00 p.m. – City Council Regular Meeting - **(Added)**

**REVISED 07/21/2023**

Welcome! The public is strongly encouraged to participate remotely but there is seating at Civic Hall for those who are not able to participate remotely. However, if you are not feeling well, please stay home and take care of yourself.

The public is strongly encouraged to relay concerns and comments to the Council in one of three ways:

- Email at any time up to **12 p.m. on Monday, July 24th** to [claudia.cisneros@mcminnvilleoregon.gov](mailto:claudia.cisneros@mcminnvilleoregon.gov)
- If appearing via telephone only please sign up prior by **12 p.m. on Monday, July 24th** by emailing the City Recorder at [claudia.cisneros@mcminnvilleoregon.gov](mailto:claudia.cisneros@mcminnvilleoregon.gov) as the chat function is not available when calling in zoom;
- Join the zoom meeting use the raise hand feature in zoom to request to speak, once your turn is up we will announce your name and unmute your mic. **You will need to provide your First and Last name, Address, and contact information (email or phone) to the City.**

You can live broadcast the City Council Meeting on cable channels Xfinity 11 and 331, Frontier 29 or webstream here:  
[mcm11.org/live](http://mcm11.org/live)

### **CITY COUNCIL WORK SESSION & REGULAR MEETING:**

You may join online via Zoom Meeting:

<https://mcminnvilleoregon.zoom.us/j/86490716892?pwd=SOhJb1JrYzU5UktaQ2pHL3dNbXR6dz09>

Zoom ID: 864 9071 6892

Zoom Password: 324749

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

ID: 864 9071 6892

## **6:00 PM – WORK SESSION MEETING – VIA ZOOM AND SEATING AT CIVIC HALL**

1. CALL TO ORDER
2. NEXT STEPS ON LIBRARY AND RECREATION FACILITIES PLANNING
3. ADJOURNMENT OF WORK SESSION

## **7:00 PM – REGULAR COUNCIL MEETING – VIA ZOOM AND SEATING AT CIVIC HALL - **(Added on 07.21.23)****

1. CALL TO ORDER & ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT –

*The Mayor will announce that interested audience members are invited to provide comments. Anyone may speak on any topic other than: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some future date. The Mayor may limit comments to 3 minutes per person for a total of 30 minutes. The Mayor will read comments emailed to City Recorded and then any citizen participating via Zoom.*

4. ADVICE/ INFORMATION ITEMS

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

5. CONSENT AGENDA

- a. Consider the request from Green Grove Cellars, LLC dba: La Randonnée Wines for Winery Primary Location, OLCC Liquor License located at 475 NE 17<sup>th</sup> Street.
- b. Consider the Minutes of the April 18, 2023, Special Called City Council Meeting.
- c. Consider the Minutes of the April 19, 2023, Special Called City Council Meeting.
- d. Consider the Minutes of the May 5, 2023, Special Called City Council Meeting.
- e. Consider the Minutes of the May 8, 2023, Special Called City Council Meeting.
- f. Consider **Resolution No. 2023-48**: A Resolution awarding the contract for the Landscape Maintenance Project, Project 2023-8.

6. RESOLUTION

- a. Consider **Resolution No. 2023-46**: A Resolution authorizing city staff to apply for a Transportation Growth Management grant to help fund updating the McMinnville Transportation System Plan.
- b. Consider **Resolution No. 2023-47**: A Resolution authorizing city staff to apply for a Department of Land Conservation and Development Technical Assistance grant to help fund state-mandated housing growth planning.

7. ADJOURNMENT OF REGULAR MEETING



# City of McMinnville

**City of McMinnville  
Parks and Recreation**

Contact: Susan Muir  
McMinnville, OR 97128  
(503) 434-7310

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

## STAFF REPORT

**DATE:** July 18, 2023  
**TO:** City Council  
**FROM:** Susan Muir, Parks and Recreation Director  
**SUBJECT:** Work Session – next steps on library and recreation facilities planning

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### **Report in Brief:**

#### **A. Project Overview**

In early 2022 the City Council reviewed and discussed the [concept plan](#) for future recreation and library buildings with the community advisory committee named MacPAC. Staff also provided potential next steps to build on the concept level planning that had been completed.

At the same time, the City was moving through related but broader conversations about the overall city budget. Part of the foundational city-wide budget conversation was the initiation of the Fire District effort. The Parks and Recreation Department had approximately \$90,000 budgeted for the next steps of the facility project that was redirected to support the successful creation of the fire district.

The purpose of this work session is, now that the districting effort is complete, to revisit the planning process for the next steps of the facility conversation. In addition, staff will update the City Council on what has occurred administratively over the last 18 months related to this project.

## **Background and History:**

In 2019, after the City of McMinnville completed a Facility Condition Assessment of all city owned buildings, the City Council reviewed the Phase I [Facilities & Recreation Master Plan & Feasibility Study](#). At a follow up meeting in 2019, Council directed staff to put in place an advisory committee that would serve as a component of the community engagement efforts going forward. On January 28, 2020, the 19 member MacPAC committee was appointed by City Council to begin Phase II – concept planning. The final MacPAC report was presented to City Council in January, 2022.

The MacPAC concept plan recommended the following:

- 2 potential sites for a new rec center
- A conceptual design for an approximately 125,000 square feet rec center to replace the existing community center and Aquatic Center
- A new library at the current site of the Aquatic Center
- An addition to the existing Senior Center and a radical refresh
- To plan for outdoor amenities at each of the sites, in the context of the larger parks and open space planning work, and
- A capital and operating budget for the new rec center, and capital budgets for the library and Senior Center.

The launching point for this work session will be next steps in the overall facility planning process.

## **Recommendation:**

There is no staff recommendation for this work session.

To Mayor Drabkin and McMinnville City Council:

The McMinnville Community Task Force would like to request your attention to address critical matters that pertain to encampments in school zones, the public library, and the ongoing dangerous and hazardous problems occurring on Marsh Lane. Through rigorous research and extensive discussions within our Task Force, we have identified these issues as paramount, as they align with the pressing concerns expressed by our community members. These matters require immediate consideration and resolution, given that school is scheduled to begin on August 28, 2023.

I. ESTABLISHMENT OF “SAFE ZONES 4 KIDS”

The safety of children in our community is our top priority. The presence of encampments in school zones and near the public library poses an imminent threat to the safety and well-being of our children, who are the future of our community. These encampments harbor individuals who exhibit aggressive behavior due to substance abuse or mental health issues. It is important to note that some of these individuals are sex offenders and parolees, posing a significant threat to our children’s safety, health and overall welfare. As the children navigate their way, they are forced to contend with excessive amounts of litter strewn across the sidewalks, including hazardous items such as broken glass, drugs, used needles, uncapped syringes and drug paraphernalia such as matches, lighters, used foil and straws for smoking fentanyl. Additionally, the unsanitary conditions extend to nearby fields, parks and sidewalks where human waste is indiscriminately dumped. Ensuring that our children can expect safe and hygienic public places is of utmost importance. It is imperative for the city to assume responsibility and take necessary measures to safeguard them from harm. Our children deserve the ability to walk to school or the library without discomfort, fear of being harassed or witnessing illegal activities.

**To address this issue, we propose implementing a critical ordinance prior to the new school year this Fall, which prohibits camping within 1,500 feet of school properties, including daycares and the public library. The specific details of the ordinance are as follows:**

- a. No camping within 1,500 feet of preschools, kindergartens, elementary, middle, or secondary schools, as well as licensed and certified childcare centers authorized under ORS 329A.250 through 329A.460, ORD 418.205 to 418.970, OAR 419-410-0010 to OAR 419-490-0170. Additionally, no camping should be permitted within 1,500 feet of the public library or any property owned or utilized by the McMinnville School District.
- b. Our state and community have already recognized the importance of protecting children by implementing an ordinance that restricts the sale of liquor and cannabis near schools. However, we must remain vigilant in shielding them from exposure to other harmful substances such as meth, fentanyl, and other drugs, as well as preventing encounters with needle usage, alcohol intoxication, and erratic behaviors during their commute to school, sporting events, or the public library.

2. ESTABLISHING BIKE LANES ON MARSH LANE:

It is crucial that we take immediate action to address the pressing issues of encampments on Marsh Lane. This situation not only jeopardizes the well-being and safety of our community but also places an excessive burden on Mac Water & Light, Mac PD, Mac Fire, Public Works, as well as the surrounding private businesses and residences.

Frequent fires involving recreational vehicles, large grass fields, and brush in Joe Dancer Park pose a significant risk to people in the area and create environmental hazards. These incidents also divert valuable and limited resources from the already understaffed Mac PD and Mac Fire Departments. Furthermore, there have been multiple drug overdoses, leading to numerous calls that require the response of Mac Fire and Mac PD. The increasing presence of RVs, trailers, tents, and the excessive amount of litter thrown on the street, sidewalks, and grass fields, not only detract from aesthetics but also raise significant health and safety concerns.

Improper waste disposal, including the illegal dumping of human waste into the grass field owned by Mac Water & Light, poses significant risks to public health and the environment. The strong odor of urine and feces has become increasingly unbearable for workers and citizens in the vicinity. Mac Water & Light has unfortunately been subjected to numerous challenges due to transients blocking their entrance gates, misusing their parking lot, leaving behind excessive litter, in addition to harassing and intimidating both employees and customers.

Moreover, these individuals have resorted to acts of vandalism such as cutting fences and using the field as a dumping ground for human waste. The dedicated employees of Mac Water & Light deserve a work environment that is safe, clean, conducive, and free from hazards. Public Works has been diligently cleaning the area on a weekly basis, often times filling a 10-yard or 20-yard dump truck with rubbish. It also puts their health at risk being exposed to toxic waste and drug paraphernalia. This practice drains extensive city resources, staff, time and a significant amount of money.

Additionally, the encampments obstruct the necessary access required by Mac Water & Light, a vital utility service provider in our city. Their large operating trucks struggle to navigate through the highly congested and waste cluttered area, potentially obstructing their ability to provide reliable services to our community. This not only causes inconvenience, but also poses major safety hazards.

**To address this complex problem, we strongly advocate for the implementation of dedicated bike lanes on both sides of Marsh Lane. The proposed solution presents a practical and highly effective approach to tackle the ongoing and hazardous issues at present. It is of utmost importance to expedite the implementation of these bike lanes, especially considering the upcoming school year and the commencement of the Fall soccer season at Joe Dancer Park.**

- a. By implementing bike lanes on each side of Marsh Lane, a natural connection will be established between the current bike lanes on Riverside Drive that lead to Joe Dancer Park. Additionally, this initiative will ensure the safety of children, other pedestrians and cyclists who frequently travel to and from our beloved park. This approach will greatly benefit not only the local businesses but also the residential community in the vicinity. We kindly urge the city to prioritize the addition of bike lanes on Marsh Lane to address these issues effectively.
- b. At present, Marsh Lane has yellow-painted sidewalks designated for no parking, but unfortunately, this is not being enforced. We kindly request that the city take necessary measures to enforce this regulation, as it will contribute to the development of a more inclusive and vibrant community while promoting environmentally friendly modes of transportation.

The McMinnville Community Task Force earnestly implores your undivided attention and immediate action in resolving these pressing matters. The safety of our children, the vitality of our public library, and the well-being of our community members on Marsh Lane hang precariously in the balance. We firmly believe that by swiftly implementing these proposals, we can address the problems at hand, assuage the concerns expressed by the community, alleviate the strain on our city's resources, and propel McMinnville towards a more secure and prosperous future. We eagerly anticipate hearing from you in a timely manner, as the school year will begin next month on August 28th. Your collaboration is vital to achieving positive and transformative change for our community and most importantly, protecting our children. Thank you for your time and dedication to McMinnville.

Respectfully,

The McMinnville Community Task Force

cc: *Matt Scales, Police Chief*  
cc: *Tim Symons, Police Captain*  
cc: *Rich Leipfert, Fire Chief*  
cc: *Ty Darby, Fire Marshal*  
cc: *Debbie Brockett, MSD Superintendent*

cc: *Brian Crain, MSD Director of Operations*  
cc: *Jeff Towery, City Manager*  
cc: *Susan Muir, Parks Director*  
cc: *John Dietz, Mac Water & Light GM*  
cc: *Dale Marshall, Public Works Supervisor*

## Liquor License Recommendation

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BUSINESS NAME / INDIVIDUAL: Green Grove Cellars, LLC dba: La Randonnee Wines  
BUSINESS LOCATION ADDRESS: 475 NE 17<sup>th</sup> Street  
LIQUOR LICENSE TYPE: Winery 2<sup>nd</sup> Location

Is the business at this location currently licensed by OLCC

Yes  No

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

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Hours of operation: N/A  
Entertainment: N/A  
Hours of Music: N/A  
Seating Count: N/A

EXEMPTIONS:  
(list any exemptions)

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



Chief of Police / Designee

City Manager / Designee



# LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

New Outlet |  Change of Ownership |  Greater Privilege |  Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

## Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

## Winery

- Primary location

Additional locations:  2nd  3rd  4th  5th

*(McMinnville = PRODUCTION only)*

## Brewery

- Primary location

Additional locations:  2nd  3rd

## Brewery-Public House

- Primary location

Additional locations:  2nd  3rd

## Grower Sales Privilege

- Primary location

Additional locations:  2nd  3rd

## Distillery

- Primary location

Additional tasting locations:  2nd  3rd  4th  5th  6th

## Limited On-Premises

## Off Premises

## Warehouse

## Wholesale Malt Beverage and Wine

## LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT:

After providing your recommendation, return this application to the applicant WITH the recommendation marked below

City/County name:

(Please specify city or county)

Date application received:

Optional: Date Stamp Received Below

Recommend this license be granted

Recommend this license be denied

Printed Name

Date

La Randonnée Wines

Trade Name



CITY OF McMinnville  
MINUTES OF SPECIAL CALLED CITY COUNCIL MEETING  
Held via Zoom Video Conference and at the Kent L. Taylor Civic Hall on Gormley Plaza  
McMinnville, Oregon

Tuesday, April 18, 2023 at 6:00 p.m.

Presiding: Remy Drabkin, Mayor

Councilors: Present Absent  
Adam Garvin, Council President  
Kellie Menke  
Zack Geary  
Chris Chenoweth  
Jessica Payne  
Sal Peralta

Also present were City Manager Jeff Towery, Special City Legal Counsel Bill Kabeiseman, City Recorder Claudia Cisneros, Finance Director Jennifer Cuellar, Public Works Director Anne Pagano, Information Technology Director Scott Burke, Community Development Director Heather Richards, Development Customer Service Technician Devin Aldrich, City Engineer James Lofton, Project Manager Jeff Gooden, and members of the News Media – Kyle Dauterman, McMinnville Community Media, and Scott Unger, *News-Register (via zoom)*.

1. CALL TO ORDER: Mayor Drabkin called the meeting to order at 6:04 p.m. and welcomed all in attendance.

2. PUBLIC HEARING

2.a. Gwendolyn Hotel Appeal: Appeal of the Planning Commission approval of four land-use decisions associated with the Gwendolyn Hotel, (AP 5-23 (HL 6-22), AP 6-23 (HL 7-22), AP 7-23 (HL 8-22), AP 8-23 (DDR 2-22))

Mayor Drabkin opened the public hearing and read the hearing statement. She asked if there was any objection to the jurisdiction of the Council to hear this matter. There was none. She asked if any Councilor wished to make a disclosure or abstain from participating or voting on this application.

Councilors Menke, Chenoweth, and Geary disclosed their ex parte contacts. These contacts would not affect their decisions, which would be based solely on the record as presented and the applicable approval criteria.

Mayor Drabkin said anytime this project had been brought up, she had said she could not discuss it. Councilor Peralta had done the same.

Mayor Drabkin asked if any Councilor needed to declare any contact prior to the hearing with the applicant or any party involved in the hearing or any

other source of information outside of staff regarding the subject of this hearing. There was none.

Community Development Director Richards presented the staff report. This was an appeal of the Planning Commission approval of three demolitions of historic structures on NE Third Street and construction of the Gwendolyn Hotel. She discussed the subject property, historic district, quasi-judicial decision making, legal findings, and what would not be discussed tonight. The Planning Commission voted 5-3 to approve all three demolitions. She described the structures requested to be demolished and their location in the McMinnville Downtown Historic District and Historic Resources Inventory classifications. She reviewed the history of 609 NE Third Street, 611 NE Third Street, and 619 NE Third Street and demolition criteria. There was discretion in both the state administrative rules and the local regulations as to how the factors and criteria were used to render a decision. The Planning Commission approved the demolitions with discussions on economics, historic significance and integrity, Comprehensive Plan policies, and value to the community, with conditions of approval.

The Planning Commission also voted 5-3 to approve the new construction of the Gwendolyn Hotel. She discussed the proposed height, step backs, and exterior facades. She then reviewed the approval criteria, including the downtown design standards and guidelines, waiver process, massing, and corner perspectives. She discussed how the code language had been interpreted and staff's research on Chapter 17.59. She reviewed the public testimony that had been received, City Council concerns, and Council's decision process.

Questions for Staff: Clarifying the construction pro formas of what it would take to preserve the buildings and cost to preserve them which was used as evidence and the Planning Commission's findings related to the storefront facades and restoring the properties.

Applicant's Testimony: Damien Hall, legal counsel, discussed the benefits of the Gwendolyn Hotel.

Elizabeth Raftopoulos, designer, discussed the design of the hotel and how it contributed to the architectural rhythm of Third Street and provided a strong sense of place. She addressed the massing, step backs, prominent corner, and incorporating the historic components into the design.

Philip Higgins, real estate advisor, spoke about the existing buildings and how it was not economically feasible to rehabilitate the buildings. He listed the economic development opportunities with the Gwendolyn.

Public Testimony:

Proponents: Amy Wessleman, business owner and Executive Director of the International Pinot Noir Celebration, spoke about the challenges of finding

accommodations for their guests and how the proposed hotel would be beneficial. Some land use factors to consider were to prevent non-agricultural developments, such as hotels, on EFU zones. They needed to keep growth within the Urban Growth Boundary. She was in support of the project because it would keep development within the UGB. It would maintain the historic feel while bringing high spending visitors to the City, tax dollars that could be spent to promote tourism, and much needed jobs.

Doug Hurl, McMinnville resident, gave examples of other projects that had replaced historic buildings with new construction. He was in favor of the hotel as it was a good design and would bring more people downtown. He thought it could coexist with what was already on Third Street.

Peter Kircher, McMinnville resident, spoke about his business coming to town and the opposition back then. His project had been approved, and he had been in the City for 30 years. Downtown was vibrant today, however they still needed customers to continue doing business. The City had never seen a project of this scale or quality. He supported the project as it met all the code requirements, the existing buildings did not provide any aesthetics or value and renovations were cost prohibitive, the new construction would confer with the architectural features of downtown, and it would provide needed infrastructure improvements.

Councilor Peralta asked if he saw this effecting rents on Third Street. Mr. Kircher thought the influx of more people coming to town would support and more than compensate for increased rents.

Phil Frischmuth, McMinnville resident, was the owner of 619 NE Third. He gave a history of when he purchased the building and renovations he had done. He still had problems with leaking through the bricks, crumbling mortar, and roof deterioration. If the building was not demolished, it would slowly deteriorate. Retention of this resource was not in the public interest.

John Linder, McMinnville resident, said the buildings in their current state were not attractions to downtown, viable for renovation, or economically productive. He supported the construction and design of the hotel. It would add to downtown, both aesthetically and economically and would lead to jobs, visitors, and taxes that the City badly needed.

Casey Kulla was a local merchant and urged the Council to approve the application and reject the appeal. The application met the approval criteria and it would make downtown more lively.

Steven Rupp, Chair of the McMinnville Downtown Association Committee for Public Art, suggested 1% of the construction costs go to the acquisition and installation of public art, that the developer and MDA work together to select and place the art, and at least two or three pieces of art should be sculptures or busts honoring the founders of McMinnville.

Jeb Bladine, McMinnville resident, was representing the owners of two of the buildings to be demolished. He thought the applications should be approved due to land use code, historic resource criteria, economic benefit to the community, environmental issues, and property owner rights and financial hardship. A majority of leaders in the City supported the project. McMinnville was not about buildings, it was about people. He thought this development should be part of their future.

Charlie Hays, Bend resident, discussed how her family had been business owners on Third Street for years and how she with other partners had purchased historic buildings in downtown to revitalize them. She thought there were people in the community who had purchased and renovated historic buildings and would continue to do so in the future.

Appellant's Testimony: Daniel Kiser, McMinnville resident, stated he was a community volunteer and had nothing to gain with this appeal. He wanted to protect the historic fabric of downtown. He thought the Historic Landmarks Committee decision to deny all applications was correct and did not think the Planning Commission understood their role as the appellant body and took a broader view of the criteria during their deliberations. He gave a background of historic Third Street. This hotel could be built in a different location in the City, where it did not require demolition of three contiguous historic buildings. He explained how the demolition of the buildings might impact the eligibility of the historic register district. The applicant claimed the buildings had been modified beyond recognition and no longer reflected their original purpose, however the buildings were as historic as the day they were designated as part of the district. The applicant said the buildings were beyond repair and devoid of value, however other historic buildings had recently been sold and from the cost estimates from the applicant, the purchase price for the three buildings to be demolished was double to triple the market value by square foot of other historic buildings downtown. The developer's business plan for a large-scale hotel required them to have multiple, contiguous lots inside the historic district, preferably fronting Third Street. He thought the three buildings would have sold more easily if they were priced consistently with other properties in the marketplace. The developers were saying the buildings weren't worth anything, however the buildings were worth the inflated price because of the added value created by the protections and design standards of the historic district. They wanted to profit off of those protections while simultaneously asking the Council to ignore them. The applicant had provided a cost estimate for renovating the historic buildings into a hotel instead of demolishing them, and said it would be \$28 million for 13 rooms. However renovations of the Mac Theater project would get them 62 rooms for \$28 million. The applicant had said to buy these buildings and continue to use them without seismic upgrades, it would cost \$15 million, but it did not make sense if the buildings were going to be used in the same way they were already being used. The applicant said a seismic retrofit would cost \$2.4 million, however the renovations to the Bindery including seismic upgrades and cost \$205,000. The applicant provided unverified numbers to show the

buildings could not be saved simply because they didn't want them to be saved.

Another issue was one of the buildings the applicant wanted to demolish was the Bennette building, which was built as one building stretching from Third Street to Fourth Street, encompassing an entire city block. If demolished, they would be demolishing half of the historic building. Tearing down the Third Street half would destabilize the Fourth Street half. The Third Street half had the more prominent façade and included renovated tenant spaces. The Fourth Street half was still a warehouse with very little improvement. If the building was demolished, it would effectively demolish four buildings. He thought approval of these applications would set a precedent for more demolitions.

The hotel would be six stories tall. He compared the proposed massing to the Bindery building and back half of the Bennette building, showing how the hotel would be 800% bigger than the other historic buildings on the block. The applicant said the massing was comparable to the other buildings in the district, but this proposed hotel was over three times larger than the Atticus or Hotel Oregon. The Planning Commission cited precedent as an excuse for not meeting the code, and the applicant said this was a guideline, not a requirement. He did not think the applicant cared about the intent of the code, which was to ensure new development was sympathetic and harmonious with the existing building fabric of the historic district. He thought the hotel was a disrupter and did not mimic the scale of other buildings. New buildings should be distinct from the old and not replicate historic buildings, but when visible and in close proximity to historic buildings the new construction must be subordinate to the buildings. The proposed hotel was not subordinate to any historic building in the district or downtown. Historic preservation was important and he did not think the code supported the demolition of three contiguous historic buildings in the historic district. It could threaten the eligibility of the entire district. He thought they would open the floodgates for more developers to make the same arguments. He asked that the Council approve the appeal of the Planning Commission's decision.

Opponents: Nathan Coopridier, Portland resident, supported the appeal. He thought the application did not meet the design code criteria. He was also concerned about the Planning Commission process. This was a national historic district and he was opposed to the demolition based on the limited evidence produced to justify the demolition. These were historic contributing buildings that added to the historic fabric of downtown. He was for growth, vibrancy, and more customers for shops. They needed to protect the district for the mutual benefit of the community.

Beth Caster, McMinnville resident, was a realtor. She believed in property rights and hoped the buildings could be sold. However, she did not think this was the correct project for the property. The buildings had not been exposed to the open market. There would need to be more time than 120 days for them to be on the market. The lease rates of downtown seldom went through a

broker and would not show up to be used for comparisons. She thought there was a market for these historic buildings regardless of their condition.

Councilor Geary asked for clarification on being exposed to the open market. Ms. Caster said that term was used in real estate to help determine value. To determine if there was a desire for a property, if it was priced correctly, if the value was in line, they had to expose it to the open market.

Councilor Menke asked how the buildings had been listed. Ms. Caster said 609 NE Third was listed in 2017 and she had two viable buyers who were interested. Because all three buildings were being proposed to be demolished, she thought they should be offered for sale and a more reasonable timeframe would be six months.

Councilor Chenoweth asked about the lease rates. Ms. Caster said lease rates were different from sales. If they went through a brokerage, they were advertised and there was negotiation. But when there was a vacancy rate of less than 1% of spaces on the street, they were being leased by word of mouth and there was not a public record. There would be an increase in lease rates with this project, and to have successful businesses, the rates needed to stay reasonable.

Claudia Miriam Reed, McMinnville resident, thought approving this project could set a dangerous precedent and negatively impact current residents, eventually forcing them to move away. The applicant said they would be bringing in retail and commercial services to meet the needs of the hotel customers, but what would happen to existing retail and commercial services. Most people rented their retail spaces, and the rents would be increased, driving those businesses away and more expensive businesses would take their place. The same could happen to the residential areas.

Scott Cunningham, McMinnville resident, supported the appeal. He wanted to make sure what the applicant had agreed to would be done, especially for parking.

Councilor Geary asked how these types of agreements would be memorialized. Community Development Director Richards said what had been presented to the City would be memorialized and the applicant was held to that. The parking was not included and would need to be a condition of approval.

Kate Beevers, McMinnville resident, said the historic district was formed to preserve the small town feel and importance of the City's history. She talked about the First Federal building development, which had introduced a camel nose to the historic downtown. She asked Council to pause and refocus and not get caught up with the new development. She was concerned about people being priced out of McMinnville and a demolition domino. She supported the suspension of the project as presently proposed or relocation of the project out of the historic district.



Courtney Cunningham, McMinnville resident, said the applicant thought the benefits of the project outweighed the value of the three historic buildings they were requesting to be demolished. The creation of 72 hospitality jobs was a key point in the application. However, she thought it would wreck havoc on an already broken system. A project of this scale would destabilize the local workforce and hurt existing small businesses. There were not enough workers currently to operate businesses in a strong and stable way. The struggle for hospitality workers remained pervasive and unique. Job creation sounded like a good thing until they understood the real-world impacts for a small town. The scale of this project would negatively impact the local workforce and small business community.

Councilor Peralta said aside from competition for employees, what was the biggest challenge in acquiring and retaining staff.

Ms. Cunningham said one of the biggest issues was lack of workforce housing. This project would break the system by flooding the market with these jobs.

Carol Paddock, McMinnville resident, disagreed that they could not question parking and ADA or other operational issues. The operational needs of the hotel were too big for this location and the receiving area was inadequate. She questioned whether the other half of the Bennette building would be able to be preserved. She also questioned the safety of the parking garage egress and there was no passenger loading zone shown. Third Street already had traffic and was closed during festivals.

Camron Settlemier, Albany resident, spoke as a tourist and customer. He discussed the small-town experience on Third Street and historic significance. Buildings did not have to serve the same purposes as when they were constructed to be historic. McMinnville had one of the best main streets in the West, however, there was nothing charming about a massive, modern, out of scale building looming over the downtown area. There were other locations where this type of hotel could be built that would not cause this kind of permanent damage to the heart and soul of McMinnville.

Margaret Cross, McMinnville resident, did not think the Planning Commission followed the quasi-judicial process of considering the legal criteria and competent and substantial evidence that were the basis of the Historic Landmarks Committee's decision for denial. Instead, the Commission spent much of their time discussing ephemeral issues, such as whether the proposed building was more suited to Portland, if the lobby would be welcoming, whether the applicant might pay for an additional floor for the City parking garage and provide discounts for locals, definition of a living wage, shortage of affordable housing, profitability for the owner, plans for the retail shop, who would manage the hotel, and why there were rooms instead of suites. Factual errors went unchallenged and at one point it was asserted that the Commission had to balance conflicting goals. That was not the job of

the Commission and she did not think this was discretionary. She opposed the applications and did not think they were in good legal standing.

Henry Dietzman, McMinnville resident, agreed with what the opponents had said. He was concerned about airborne toxins from the demolition of the historic buildings. The lime in the mortar would need to be contained to prevent harm to the patrons on Third Street.

Ernie Munch, architect, explained how height was an issue and how the most specific and restrictive criteria should be honored as well as the purpose of restoration and historic preservation. Economic gain was not a criterion except for hardship, however he thought the hardship in this case was self-imposed.

Ty Walsh, McMinnville resident, was opposed to the project. There was a delicate balance between holding on to a small town aesthetics and growth. There was a value to having businesses that went beyond the bottom-line, ones that fostered the sense of belonging and community. This hotel was not trying to do that and it did not fit in the historic district.

Katherine Huit, McMinnville resident, had written about McMinnville as a unique and progressive city. McMinnville's downtown historic district was one of sixteen eligible significant downtown historic districts in the state of Oregon and McMinnville was one of the thirteen listed on the national register. At least four properties in the 1987 listing no longer existed and two of those were now vacant or parking lots, and two were located on the block of the subject proposal. She knew professionals in the historic preservation field encountered potential buyers of historic properties under threat of demolition all the time. Because these buildings were contiguous in nature, she thought it would disrupt the character of the historic district.

Jennifer Larsen Monroe, property owner, discussed her background in marketing and work she had done in McMinnville. The City's appeal was often a selling point when she recruited new employees and her vacation rental a block off Third Street was a huge asset. Her biggest concern was the brand for downtown would be damaged and destroyed by what the hotel had proposed. They had a rare jewel of a downtown that was sustained and loved by people who were committed to preserving its character, historic charm, intimacy, and small-town feel. It had earned McMinnville many national awards. The hotel was too big and out of scale for Third Street, it detracted and would overwhelm what they had cared for, the character they all loved, and the ambiance they wanted to keep alive. The hotel could work somewhere else in the City, but not on Third Street.

Linda Leavitt, Willamina resident and McMinnville property owner, was concerned about what the demolition and construction would do to the small businesses on Third Street. She wanted to keep the small-town feel of the City and preserve the historic buildings.

Erin Stephenson, McMinnville resident and Atticus Hotel owner, corrected inaccurate statements made at the Planning Commission meeting. They did not demolish any building to build the Atticus, they did not have Juliette balconies, and the mass and size of the Atticus was similar in the size and mass to the historic buildings on their block.

Ilsa Perse, Carlton resident and McMinnville property owner, was not in favor of the project, like many other Third Street business owners. Many customers were day-trippers who came for a pleasant outing in a town that was lovingly preserved, vibrant, and real. She discussed the MacTown 2022 Plan and did not think McMinnville strove to be a tourist town. It was ironic the developers wanted to be in a historic district that their own building would degrade and make less historic. The other MacTown goals had nothing to do with tourism, but focused on quality of life and the small town charm. This charm was due to the historic buildings, and the Gwendolyn would not add to its charm but would detract from it. It would also impact the rents to local landlords. The Historic Landmarks Committee did a thorough job focusing on legal reasons why demolishing three historic buildings did not meet the historic preservation codes. They did not make discretionary decisions, but legal ones and were not distracted by irrelevant issues. She urged Council to follow their lead.

Amanda Pewonka, McMinnville resident, had been a wine tour guide for four years and worked in the hospitality industry. What she had been told that made McMinnville special was that it was not too expensive. This hotel would drive up costs and it was not what residents and tourists wanted. They wanted the historic charm. This was not the right location for the hotel.

John Rickert, McMinnville resident, spoke about the comments on money, which seemed to be driving this. He thought what it came down to was, did they want a historic district or not. He thought the historic buildings needed to be maintained, and not neglected.

Mr. Hall requested to give rebuttal at the next meeting.

There was discussion regarding the request and consensus to delay the rebuttal until tomorrow at 6 p.m. The applicant would provide the final written arguments tomorrow and would waive the right to submit additional written testimony following the public hearing. The hearing was continued to April 19 at 6 p.m.

3. ADJOURNMENT: Mayor Drabkin adjourned the meeting at 10:00 p.m.

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Claudia Cisneros, City Recorder

CITY OF MCMINNVILLE  
MINUTES OF SPECIAL CALLED CITY COUNCIL MEETING  
Held via Zoom Video Conference and at the Kent L. Taylor Civic Hall on Gormley Plaza  
McMinnville, Oregon

Tuesday, April 19, 2023 at 6:00 p.m.

Presiding: Remy Drabkin, Mayor

Councilors: Present Absent  
Adam Garvin, Council President  
Kellie Menke  
Zack Geary  
Chris Chenoweth  
Jessica Payne  
Sal Peralta

Also present were City Manager Jeff Towery, Special City Legal Counsel Bill Kabeiseman, City Recorder Claudia Cisneros, Finance Director Jennifer Cuellar, Information Services Specialist Megan Simmons, Community Development Director Heather Richards, and members of the News Media – Phil Guzzo, McMinnville Community Media, and Scott Unger, *News-Register (via zoom)*.

1. CALL TO ORDER: Mayor Drabkin called the meeting to order at 6:00 p.m. and welcomed all in attendance.
2. PUBLIC HEARING
- 2.a. Gwendolyn Hotel Appeal: Appeal of the Planning Commission approval of four land-use decisions associated with the Gwendolyn Hotel, (AP 5-23 (HL 6-22), AP 6-23 (HL 7-22), AP 7-23 (HL 8-22), AP 8-23 (DDR 2-22))

Mayor Drabkin opened the public hearing.

Applicant’s Rebuttal: Damien Hall, legal counsel representing the applicant, responded to the public testimony. He explained how the application had been changed for the better through this process. He thought it was an attractive and thoughtfully designed building that fit its context on Third Street. Many items went above and beyond the approval standards and there were many conditions of approval, requiring the incorporation of art that memorialized the historic uses of the site and economic analysis of additional tools to further future historic preservation. Regarding the downtown design standards and guidelines, there were both mandatory standards and non-mandatory guidelines. The appellant’s arguments were focused on the non-mandatory guidelines. The understanding of both mandatory and non-mandatory guidelines based on the “should” and “shall” language was supported by testimony of those involved in drafting and adopting the code. They were intended to mean different things. The two standards that were

raised in the appeal were non-mandatory guidelines and the other was clarification of what was meant by step back. Regarding the standards for the demolition, there were 16 standards, 8 from state law and 8 from the City's code, that they had to weigh for the decision. The factors they were to weigh and consider had to do with economics of preservation, history and condition of the buildings, and the City's goals and policies under the City's Comprehensive Plan regarding preservation and Goal 4 as well as the MacTown 2022 Plan. To weigh them, they looked to the evidence in the record. There was substantial evidence in the record about the structure of the buildings, how they had operated or not and been vacant on the second floor, and how there was not a market for investment in the preservation of the buildings. The cost to bring them up to standards was prohibitive. The economic analysis said if left intact, the properties would face an extended period of declining condition and underutilization in the foreseeable future. He thought there were two options, approval which would result in the demolition of three indistinct buildings in the historic district but also construction of a hotel which provided economic benefits or the alternative was the status quo and continued disinvestment in this block. The condition of the buildings was the second stories were not usable, the exterior and facades had stucco and no longer had historic design of the original buildings, and the uses of the past would not be allowed uses today. The condition of the buildings informed the economics and was directly related to the cost of improving them and that weighed against preserving buildings that were old and lacked the historic design and improvements. They had to weigh the policies of preservation versus economic development. The hotel would further economic development, and the preservation of the buildings should be discounted by the Council as there was no viability to find someone to invest in these buildings. All the other criteria had been met. There were competing visions for the City and he asked that the Council approve the hotel project, which was an opportunity that could benefit all of downtown and the City.

Regarding the Bennette building, the building facing Third Street and the building facing Fourth Street did share a wall on the property line. The plan was for demolition of the Third Street building, and retention of the Fourth Street building and shared wall. Regarding the workforce and small businesses, they would like to be a partner with the City to address any workforce shortages. Regarding the conditions of approval, there were modifications to those conditions regarding parking, valet, and public art.

Councilor Garvin asked about the public art. Andrew Clark, applicant, said they had a budget for incorporating art and history for this project and they planned to engage the art community to work on that portion of the project.

Councilor Menke asked about workforce housing. Mr. Clark said it was an issue everywhere and they planned to partner with organizations with hospitality programs and creating a pipeline of workers for careers in the hospitality industry. They also planned to work with partners on what the

community needed, such as housing, and how they could be a part of the solutions.

Mayor Drabkin closed the public hearing.

Discussion: The Council discussed the demolition applications.

Councilor Menke was in favor of demolishing the three buildings as she thought the criteria had been met.

Councilor Payne was in favor of denying the demolition applications. She thought the buildings could be maintained and their historical significance was they were the oldest garage-like buildings on Third Street.

Councilor Peralta said this was not an easy decision as they were weighing a lot of different interests. He was conflicted.

Councilor Chenoweth was also conflicted. The question was what was the vision for McMinnville, to keep it as it had always been or to change it.

Councilor Geary thought the demolition applications should be denied.

Councilor Garvin also thought the demolition applications should be denied due to the Historic Landmarks Committee findings that there was still a viable use for the buildings going forward.

Questions of Staff: Councilor Geary asked about the Historic Landmarks Committee's decisions. Community Development Director Richards said the votes were 3-2 to deny the demolitions and 4-1 to deny the DDR for the hotel.

Councilor Chenoweth asked about the legality of the interpretation of "should" and "shall." City Attorney Kabeiseman discussed the definition of "should" and "shall" in the context of the design guidelines. "Shall" meant mandatory, and "should" meant recommend but not required. The issue was the "should" in the guidelines and if none of those items were met, they were missing the purpose of the review criteria.

Councilor Peralta reviewed the criteria for the Historic Landmark's Committee's decision. The first was economic use and prohibitive cost of renovation and how the improvements to the Bindery building were much less. Community Development Director Richards said it was a case by case basis as to what the code required. The Bindery was a large, open space that had some seismic upgrades already.

Councilor Peralta asked about the value and significance of the buildings, and if one of these buildings was the first building on the block. Community Development Director Richards said there were Sanborn maps showing other built improvements on that block prior to these buildings.



Councilor Peralta said another criterion was the historic resource was a deterrent to an improvement program of substantial benefit to the city. He thought this was the strongest argument for the applicant because there was a benefit to the City in terms of tourism and tax revenue. However, he thought that should be offset by the potential negative impacts on local businesses.

Councilor Peralta said another was retention of the historic resource would cause financial hardship not outweighed by public interest. He agreed, as this would cause financial hardship to the owners who could not afford the maintenance and would not maintain the buildings. Another criterion was whether or not the retention of the historic resource was in the best interest of the majority of citizens. This was not raised in the testimony or discussion, but he thought one of the main cultural resources was the News Register and papers archive. He thought a condition should be added for the archival of the newspaper records to the University of Oregon. Community Development Director Richards said there was a condition to allow the Yamhill County Historical Society to salvage whatever would not be repurposed in the redevelopment project. City Attorney Kabeiseman thought the applicant would be willing to work with the City regarding that and he thought the *News Register* would also have an interest in preserving those archives.

Councilor Peralta said the City's Comprehensive Plan policies were also supposed to be applied, such as protection of historic buildings which contributed to the cultural value of downtown, and not creating a themed or artificial downtown. He was most conflicted about this because the buildings contributed to the history of the place and though the cultural value was currently low, there was tremendous potential. The hotel was more themed, but he thought a new hotel could contribute to the history and place and build on the economic vitality of the community. He was concerned about opposition to the project because the proposal came from people not from this community.

Councilor Menke addressed the issue of unreinforced concrete that weakened the buildings and made it difficult to maintain them. The buildings had been substantially changed and were in serious disrepair. To create a new purpose for the buildings, they would have to be reinforced with steel, basically recreating them, and they would still have to change the façade for the new use. She did not see the benefit of retaining the buildings. She thought it was a negative for the owner, there would be new property taxes with the development, and pollution would be cleaned up with the new development. Community Development Director Richards said there was known contamination on two of the properties and there were two Contaminated Media Management plans in the record. Some contamination had leaked into the public right-of-way adjacent to the sites, which was a risk and liability. This wasn't a mismanagement issue. These were auto specific businesses and the contamination had been remediated, but there had been leaks since then. There was a process to work through how to remediate the leaking.

Councilor Chenoweth was concerned that if the applications were not approved, the buildings would continue to degrade and create blight in the area. He asked why people had walked away from potentially purchasing the properties. Community Development Director Richards said Mr. Bladine had provided testimony about how he had been trying to sell his properties since 2017 and developers had looked at the properties, but did not move forward.

There was discussion regarding when the properties were put on the market and the higher price compared to the area that the owner had asked for.

Councilor Payne said it was not the Council's responsibility to navigate an owner's deferred maintenance and whether an owner continued to neglect a building or not. She thought the concern should be whether the buildings could be restored and she thought they could be. She asked if three contiguous historic buildings had been purchased to be demolished before. Community Development Director Richards said there had been no opportunity for the City to deny demolitions until recently. She reaffirmed there was testimony in the record that described how much investment had been made into these buildings over the years.

Councilor Geary asked about the response from the Oregon representative in the Washington, D.C. office of the National Register regarding the effect of demolishing these buildings would have on the national district classification. Community Development Director Richards clarified the response was he did not think demolition of these three properties would remove the classification. It was a two-year process to go through the review of the district, and only if it was initiated to change the district boundaries would it go to the National Register office.

Councilor Geary thought it was an oversimplification to say he thought it would have no effect. He asked why SHPO had not commented. Community Development Director Richards said when they were asked to weigh in, SHPO said they did not participate in these local decision-making processes. SHPO had said they needed to reassess the district because of the age of the assessment. She explained the process for the reassessment.

Mayor Drabkin asked if an accurate inventory of historic buildings downtown was part of the criteria. Community Development Director Richards explained the attachments that were received by the National Register office. There was testimony that more buildings had been demolished in the historic district than what was on the inventory. She explained what the historic district nomination was based on. She did not think there was a performance metric based on the percentage of the number of properties that were considered contributing in the historic district. It was more a cohesion of properties and the story they were telling about the historic significance statement for the community. The National Register was not a regulatory framework, it was intended to be an honor and recognition. There were incentives with it, and regulations associated with those

incentives. The Oregon Administrative Rules and local codes were the regulations.

The Council took a short break.

There was discussion regarding what “should” and “shall” meant. There was consensus that “shall” meant required and “should” had flexibility, but was still part of the overall roadmap.

There was further discussion regarding the massing especially in comparison to the other buildings on the block, construction over the lot lines and property line adjustment to create one lot, potential deterioration of the buildings and future of the block, and reducing the height.

The Council took a short break.

Mayor Drabkin asked for the direction of Council on the appeal.

Councilor Menke was in support of the denial of the appeal. She thought the properties were blight as their condition was extremely poor, had little historic integrity and significance, and what was significant could be reused in the new development. The buildings did not add value to the community. Demolishing them would lead to good economic consequences.

Councilor Payne supported the appeal. She did not think the requirements had been met for the demolition. Mr. Fenton, who built one of the buildings, also built Hotel Oregon, and that was significant.

Councilor Peralta was currently in favor of denying the appeal, however he was still on the fence. Although there was a significant historic value to the buildings, weighing that against the condition of the buildings, cost of restoration, likely economic benefit to the community, and burden that it would place on the owners, he was leaning towards denial.

Councilor Chenoweth was also leaning towards denial of the appeal. The buildings desperately needed rehabilitation, and this was a tremendous partner opportunity. He looked at the Taylor Dale remodel and he did not see an asset that the local community could afford to utilize and enjoy. If that was the model for rehabilitation of their existing buildings, he did not see a huge difference.

Councilor Geary was in support of the appeal. He thought the buildings were still significantly contributing to the overall preservation of the historic character of downtown and tearing them down would not be of value to the overall character.

Councilor Garvin was in support of the appeal as well. If these buildings could not be upheld, they would have no reason to deny the demolition of any other buildings in the historic district.

Mayor Drabkin thought the buildings had historic significance and she did not see how the application aligned with the massing requirement. The proposed hotel was significantly larger than the surrounding buildings and historic downtown. The project would be an investment to the community and positive impact on the City budget and an ongoing resource for the community. If this project was outside of the historic district, she thought it would be an easier decision. There would also be a negative economic impact and she was concerned about the long-term disruption to the downtown businesses. There was a long list of criteria around historic preservation and taking into consideration the condition of the buildings, it was to a degree subjective. They had not received compelling evidence that the only option to move forward was the demolition of these buildings. Based on the historic preservation of the buildings and based on the massing of the proposed hotel, and because there had not been a compelling argument where the economic benefit to the community was to tear down the buildings, she was in favor of the appeal. Regarding the argument between “should” and “shall,” these words were being used as a roadmap for where they wanted to go and she did not think that direction was being followed.

There was discussion regarding the DDR, which would not be approved if the demolitions were denied. City Attorney Kabeiseman thought if the application was taken to LUBA, it would be remanded back to the Council.

Mayor Drabkin said the Council would hold a special meeting on May 5 at 4 p.m. for the first, and possible second, reading of the ordinance for this project. If needed, the second reading would be held on May 8 at 4 p.m.

3. ADJOURNMENT: Mayor Drabkin adjourned the meeting at 8:56 p.m.

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Claudia Cisneros, City Recorder

CITY OF McMinnville  
MINUTES OF SPECIAL CALLED CITY COUNCIL MEETING  
Held via Zoom Video Conference and at the Kent L. Taylor Civic Hall on Gormley Plaza  
McMinnville, Oregon

Friday, May 5, 2023 at 4:00 p.m.

Presiding: Remy Drabkin, Mayor

Councilors: Present Absent  
Adam Garvin, Council President  
Kellie Menke  
Zack Geary (via Zoom)  
Chris Chenoweth  
Jessica Payne (via telephone)  
Sal Peralta (via Zoom)

Also present were City Manager Jeff Towery, Special City Legal Counsel Bill Kabeiseman (via Zoom), City Recorder Claudia Cisneros, Information Technology Director Scott Burke, Community Development Director Heather Richards, and members of the News Media – Jerry Eichten, McMinnville Community Media, and Scott Unger, *News-Register (via zoom)*.

1. CALL TO ORDER: Mayor Drabkin called the meeting to order at 4:03 p.m. and welcomed all in attendance.
2. PLEDGE OF ALLEGIANCE  
Council President Adam Garvin led the pledge of allegiance.
3. ORDINANCE
- 3.a. Consider the first reading with a possible second reading of **Ordinance No. 5131**: An Ordinance Denying the Request for a Certificate of Approval for Demolition of Historic Resources at 609, 611 and 619 NE Third Street, Denying the Request for Downtown Design Review, and Adopting a Decision Document with Findings to that Effect.

Mayor asked if any Councilor needed to disclose any communication after the April 18 public hearing. Mayor stated she received several emails and messages on social media from citizens after the public hearing and not entered them into the public record, she did not review the substance of the communications and forwarded them to City staff, except for the first email before realizing the content of the email. Also stated that communications do not play any part in her ability to render an impartial decision. Councilors Chenoweth, Menke, Geary, Peralta, Payne, and Council President Garvin disclosed ex parte communication and does not render their decision-making.

Mayor asked if anyone wanted to rebut the substance of any of these communications.

Community Member Brian Branch stated Councilor Chenoweth's post had several factual details discussed and believed are not in the public record and contact with representatives of the developers and others expressing his emotional bias. Mr. Branch stated he submitted a written response to Community Development Director Richards including his extensive list of specific issues.

Community Development Director Richards clarified the written testimony received from Mr. Branch was not forwarded to Council, the applicant, or the appellant only to Special Legal Counsel Kabeiseman. Mr. Kabeiseman restated that since the written material from Mr. Branch was not entered into the record, he would need to orally state his rebuttal for the record and reclarified this was an opportunity to rebut any ex parte contact not based on bias.

Mr. Branch re-expressed the social media posts responses from Councilor Chenoweth containing biases and there should be an opportunity to address those issues.

Mayor Drabkin asked if any Councilor needed to declare a potential conflict of interest or recuse themselves regarding this ordinance. There was none.

Community Development Director Richards and Special Legal Counsel Kabeiseman presented a brief staff report on the draft findings in a PowerPoint presentation.

There was discussion about McMinnville Municipal Code chapter 17.65 and connections with the approvals of state rule changes regarding demolition.

No Councilor present requested that the ordinance be read in full.

Special Legal Counsel Kabeiseman read by title only Ordinance No. 5131.

*Councilor Menke MOVED to pass Ordinance No. 5131 to a second reading; SECONDED by Councilor Geary. Motion PASSED with dissent 4-2 by the following vote:*

*Aye – Councilors Garvin, Geary, Payne, and Peralta  
Nay – Chenoweth, Menke*

4. ADJOURNMENT: Mayor Drabkin adjourned the meeting at 4:58 p.m.

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Claudia Cisneros, City Recorder



CITY OF McMinnville  
MINUTES OF SPECIAL CALLED CITY COUNCIL MEETING  
Held via Zoom Video Conference and at the Kent L. Taylor Civic Hall on Gormley Plaza  
McMinnville, Oregon

Monday, May 8, 2023 at 4:00 p.m.

Presiding: Remy Drabkin, Mayor

Councilors: Present Absent  
Adam Garvin, Council President  
Kellie Menke (via Zoom)  
Zack Geary (via Zoom)  
Chris Chenoweth  
Jessica Payne (via Telephone)  
Sal Peralta (via Zoom)

Also present were City Manager Jeff Towery, Special City Legal Counsel Bill Kabeiseman (via Zoom), City Recorder Claudia Cisneros, Information Technology Director Scott Burke, Community Development Director Heather Richards, and members of the News Media –Jerry Eichten, McMinnville Community Media, and Scott Unger, *News-Register (via zoom)*.

1. CALL TO ORDER: Mayor Drabkin called the meeting to order at 4:09 p.m. and welcomed all in attendance.
2. PLEDGE OF ALLEGIANCE  
Commissioner Kit Johnston led the pledge of allegiance.
3. ORDINANCE
- 3.a. Consider the second reading of **Ordinance No. 5131**: An Ordinance Denying the Request for a Certificate of Approval for Demolition of Historic Resources at 609, 611 and 619 NE Third Street, Denying the Request for Downtown Design Review, and Adopting a Decision Document with Findings to that Effect.

Mayor stated the ordinance did not have unanimous support at the May 5<sup>th</sup> Special Called Meeting requiring a second reading to be conducted at a separate meeting and asked if any Councilor would like the ordinance to be read in full. No Councilor present requested that the ordinance be read in full.

Special Legal Counsel Kabeiseman read by title only for a second time Ordinance No. 5130.

*Councilor Geary MOVED to adopt Ordinance No. 5131, Denying the Request for a Certificate of Approval for Demolition of Historic Resources at*

*609, 611, and 619 NE Third Street, Denying the Request for Downtown Design Review, and Adopting a Decision Document with Findings to that Effect; SECONDED by Council President Garvin. Motion PASSED 4-3 by the following vote:*

*Aye – Councilors Geary, Garvin, Payne, and Mayor Drabkin  
Nay – Councilors Menke, Chenoweth, and Peralta*

4. ADJOURNMENT: Mayor Drabkin adjourned the meeting at 4:17 p.m.

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Claudia Cisneros, City Recorder

DRAFT

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

# STAFF REPORT

**DATE:** July 20, 2023  
**TO:** Jeff Towery, City Manager  
**FROM:** Logan Adams, Engineering Technician  
**SUBJECT:** Contract Award – Project 2023-8 Landscape Maintenance

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## **Report in Brief:**

This action is the consideration of a resolution to award a contract in the amount of \$185,172.85 for a three-year term with the possibility of two one-year extensions to Garten Service Inc., for the Landscape Maintenance Project, Project 2023-8. These locations include the Water Reclamation Facility, the Oregon State Police facility, and the property at 4025 SE Nimbus Loop.

## **Background:**

The Oregon Forward Program, formerly known as the QRF Program, fulfills a state law supporting meaningful work opportunities for Oregonians living with physical, mental, and developmental disabilities. Through a network of qualified nonprofit contractors, a uniquely skilled and diverse workforce is trained and employed to provide goods and services procured by state and local government agencies. Garten Service Inc. is the only registered Oregon Forward Contractor that provides landscaping services within Yamhill County. The City's current Landscaping Contract with AR Landscape Inc. expired on June 30, 2023.

**Discussion:**

On July 10<sup>th</sup>, 2023 Garten Services Inc. provided pricing sheets for the landscaping services for the three locations identified in this project. The results are tabulated as follows.

<b>City Facility</b>	<b>Cost per year</b>
Water Reclamation Facility	\$41,091.00
Oregon State Police	\$13,065.12
Nimbus Loop	\$7,568.16

**Attachments:**

1. Resolution
2. Pricing Sheets
3. Contract

**Fiscal Impact:**

The funds for the Water Reclamation Facility are included in the adopted FY23/24 Wastewater Services fund (75-7790) with \$60,000 budgeted and a cost of \$41,091.00 this is within budget. The funds for the Oregon State Police facility are included in the adopted FY23/24 Airport Maintenance fund (25-7740-05) with \$19,000 budgeted and a cost of \$13,065.12 this is within budget. The funds for the Nimbus Loop property are included in the adopted FY23-24 Airport Maintenance fund (25-7740-20) with \$10,000 budgeted and a cost of \$7,568.16 this is within budget.

The contract work will commence on August 1, 2023 and will end on June 30, 2026.

This three-year term contract can be extended up to two times, one year per renewal, upon mutual agreement from both the City and Garten Services, Inc.

**Recommendation:**

Staff recommends that the City Council award the contract for the Landscape Maintenance Project, Project 2023-8, to Garten Services Inc., at the prices outlined in the Contractor’s Proposal, with a total annual cost of \$61,724.28 and a total term cost of \$185,172.85

**RESOLUTION NO. 2023-48**

A Resolution awarding the contract for the Landscape Maintenance Project, Project 2023-8.

**RECITALS:**

**Whereas**, The Oregon Forward Program, formerly known as the QRF Program, fulfills a state law supporting meaningful work opportunities for Oregonians living with physical, mental, and developmental disabilities; and

**Whereas**, Garten Service Inc. is the only registered Oregon Forward Contractor that provides landscaping services within Yamhill County; and

**Whereas**, The funds for the Water Reclamation Facility are included in the adopted FY23/24 Wastewater Services fund (75-7790) with \$60,000 budgeted and a cost of \$41,091.00; and

**Whereas**, The funds for the Oregon State Police facility are included in the adopted FY23/24 Airport Maintenance fund (25-7740-05) with \$19,000 budgeted and a cost of \$13,065.12; and

**Whereas**, The funds for the Nimbus Loop property are included in the adopted FY23-24 Airport Maintenance fund (25-7740-20) with \$10,000 budgeted and a cost of \$7,568.16.

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

1. That entry into a Goods and Services Contract with Garten Services, Inc. in the amount of \$185,172.85 for a three-year term or \$61,724.28 per year for the Landscape Maintenance Project, Project 2023-8, is hereby approved.
2. That the Cty Manager is hereby authorized and directed to execute the Standard Public Contract.
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 25th day of July, 2023 by the following votes:

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

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

Approved this 25th day of July 2023.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

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

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

SUMMARY OF ANNUAL COSTS  
7302007

Oregon Department of Administrative Services  
Project Costing Worksheet

QRF Name Garten Services Inc.  
Project **Nimbus Loop Landscape**

Executive Director Signature:

<hr/>			
Raw Materials			
<b>Per Time Use - Supplies</b>	(from supplies worksheet)	\$	555.82
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$	310.65
		Subtotal 1	\$ 866.47
Labor			
<b>Direct Labor</b>	(from labor daily worksheet)	\$	4,730.24
Overhead			
<b>See Overhead Worksheet</b>		\$	1,513.64
Delivery			
<b>Transportation</b>	(from Trans & Reserve worksheet)	\$	3.75
		Total Before	\$ 7,114.10
Reserve			
<b>Margin Held in Reserve</b>	(from Trans & Reserve worksheet)	\$	454.09
		<b>Total Bid Yearly</b>	\$ 7,568.19
		<b>Monthly</b>	\$ 630.68

SUMMARY OF ANNUAL COSTS  
7302007

Oregon Department of Administrative Services  
Project Costing Worksheet

QRF Name Garten Services Inc.  
Project **OSP Landscape**

Executive Director Signature:

Raw Materials			
<b>Per Time Use - Supplies</b>	(from supplies worksheet)	\$	555.82
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$	310.65
	Subtotal 1	\$	866.47
Labor			
<b>Direct Labor</b>	(from labor daily worksheet)	\$	8,411.75
Overhead			
<b>See Overhead Worksheet</b>		\$	2,613.03
Delivery			
<b>Transportation</b>	(from Trans & Reserve worksheet)	\$	390.00
	Total Before	\$	12,281.26
Reserve			
<b>Margin Held in Reserve</b>	(from Trans & Reserve worksheet)	\$	783.91
	<b>Total Bid Yearly</b>	\$	13,065.17
	<b>Monthly</b>	\$	1,088.76

SUMMARY OF ANNUAL COSTS  
7302007

Oregon Department of Administrative Services  
Project Costing Worksheet

QRF Name Garten Services Inc.  
Project **WRF Landscape**

Executive Director Signature:

<hr/>			
Raw Materials			
<b>Per Time Use - Supplies</b>	(from supplies worksheet)	\$	555.82
Equipment, Tools & Subcontracting	(from small equipment worksheet)	\$	310.65
	Subtotal 1	\$	866.47
Labor			
<b>Direct Labor</b>	(from labor daily worksheet)	\$	28,610.87
Overhead			
<b>See Overhead Worksheet</b>		\$	8,218.20
Delivery			
<b>Transportation</b>	(from Trans & Reserve worksheet)	\$	930.00
	Total Before	\$	38,625.54
Reserve			
<b>Margin Held in Reserve</b>	(from Trans & Reserve worksheet)	\$	2,465.46
	<b>Total Bid Yearly</b>	\$	41,091.00
	<b>Monthly</b>	\$	3,424.25



**CITY OF McMinnville**  
**GOODS AND SERVICES CONTRACT**  
**(WRF, OSP, and 4025 SE NIMBUS LOOP Landscaping)**

This Goods and Services Contract (“Contract”) for the Landscape Maintenance Project (“Project”) is made and entered into on this 1<sup>st</sup> day of August 2023 (“Effective Date”) by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Garten Services, Inc.**, an Oregon non-profit (hereinafter referred to as “Contractor”).

**RECITALS**

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

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

WHEREAS, Contractor 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**

Contractor will perform the Landscaping services, as more particularly described in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Work”).

**Section 2. Term**

**1.** The term of this Contract shall be from August 1, 2023, for a period of 3 years, to no later than June 30, 2026, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work. The City reserves the right to extend the Contract for a period of up to two (2) years in one (1)-year increments. Such 1-year extensions shall be in writing with terms acceptable to both parties. Any increase in compensation for the extended term shall be as agreed to by the parties but shall not exceed five percent (5%) of the then-current fees.

### **Section 3. Contract Sum/Project Scope**

3.2. Except as otherwise set forth in this **Section 3** the City agrees to pay Contractor a not-to-exceed amount of ONE-HUNDRED AND EIGHTY-FIVE THOUSAND, ONE-HUNDRED AND SEVENTY-TWO DOLLARS AND EIGHTY-FIVE CENTS (\$185,172.85) for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

3.3. Contractor’s Contract Sum is all inclusive and includes, but is 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 all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

3.4. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, 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 Contractor as promptly as is reasonably possible.

### **Section 4. City’s Rights and Responsibilities**

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

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

### **Section 5. Project Managers**

The City’s Project Manager is Logan Adams, the City shall give Contractor prompt written notice of any re-designation of its Project Manager. Contractor’s Project Manager is Cynthia Ordonez, in the event that Contractor’s Project Manger is changed, Contractor shall give the City prompt written notification of such re-designation.

### **Section 6. Subcontractors and Assignments**

Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor’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.

## **Section 7. Contractor Is Independent Contractor**

Except as otherwise mandated by state law, the performance of Work under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Contractor is an independent contractor for all purposes and shall be entitled to no compensation other than the Contract Sum provided for under **Section 3** of this Contract. Contractor will be solely responsible for determining the manner and means of accomplishing the end result of Contractor's Work. The City does not have the right to control or interfere with the manner or method of accomplishing said Work. The City, however, will have the right to specify and control the results of Contractor's Work so such Work meets the requirements of the Project.

## **Section 8. Contractor's Responsibilities**

8.1. The Contractor understands and agrees that Contractor may not request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor.

8.2. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor 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. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

8.3. No person shall be discriminated against by Contractor in the performance of this Contract 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 Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as

amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

8.4. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract.

8.5. Contractor shall make payment promptly, as due, to any party furnishing medical, surgical, hospital, or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums which Contractor agreed to pay or collected or deducted from the wages of employees pursuant to any law, contract, or agreement for the purpose of providing payment for such service.

8.6. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

8.6.1. All overtime in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is five (5) consecutive days, Monday through Friday; or

8.6.2. All overtime in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday; and

8.6.3. All work performed on the days specified in ORS 279B.020(1)(b) for public contracts.

8.7. Contractor must give notice to employees who work on a public contract, in writing, 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.

8.8. The hourly rate of wage to be paid by any Contractor to employed workers or other persons doing or contracting to do all or part of the work contemplated by a public contract shall be not less than the applicable wage required by law.

8.9. Contractor, and all employers working under the Contract, are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 unless otherwise exempt under ORS 656.126.

8.10. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to

ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in its bid document or this contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal, state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

8.11. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any suppliers.

## **Section 9. Indemnity**

9.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, 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 Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. 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 Contractor 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 Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, 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 Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 9.2**. Contractor 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 Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers.

9.2. Standard of Care. In the performance of the Work, Contractor agrees to use at least that degree of care and skill exercised under similar circumstances by reputable members of Contractor's profession practicing in the Portland metropolitan area. Contractor will re-perform any Work not meeting this standard without additional compensation. Contractor's re-performance of any Work, 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 Contractor's failure to perform in accordance with the applicable standard of care of this Contract and within the prescribed timeframe.

## **Section 10. Insurance**

10.1. Insurance Requirements. Contractor must maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder. The amount of insurance carried is in no way a limitation on Contractor's liability hereunder. The policy or

policies of insurance maintained by Contractor shall provide at least the following minimum limits and coverages at all times during performance of this Contract:

10.1.1. Commercial General Liability Insurance. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, 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 Contract and shall be for the following minimum insurance coverage amounts: 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**. All of the foregoing coverages must be carried and maintained at all times during this Contract.

10.1.2. Business Automobile Liability Insurance. If Contractor will be using a motor vehicle in the performance of the Work herein, Contractor shall provide the City a certificate indicating that Contractor has 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**.

10.1.3. Workers Compensation Insurance. Contractor and all employers providing work, labor, or materials under this Contract 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. Contractors 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.

10.1.4. Insurance Carrier Rating. Coverages provided by Contractor 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.

10.1.5. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor'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.

10.1.6. Certificates of Insurance. As evidence of the insurance coverage required by this Contract, Contractor shall furnish a Certificate of Insurance to the City. This Contract shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Contractor agrees that it will not terminate or change its coverage during the term of this Contract without giving the City at least thirty (30) days' prior advance notice and Contractor 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.

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

## **Section 12. Suspension**

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 Contractor. An adjustment in the time of performance or method of compensation shall be negotiated as a result of such delay or suspension, unless the reason for delay was within the Contractor's control. The City shall not be responsible for Services performed by any subcontractors after notice of suspension is given by the City to Contractor.

## **Section 13. Early Termination; Default**

13.1. This Contract may be terminated prior to the expiration of the agreed upon terms:

13.1.1. By mutual written consent of the parties;

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

13.1.3. By Contractor, 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 Contractor, 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.

13.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, 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,

Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of three (3) days to cure the default. If Contractor notifies the City that it cannot, in good faith, do so within the three (3) 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 Contract and seek remedies for the default, as provided above.

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

13.4. Termination under any provision of this **Section 14** shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

#### **Section 14. Contract Modification; Change Orders**

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor.

#### **Section 15. Notices**

Any notice required or permitted under this Contract 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: Logan Adams  
   230 NE Second Street  
   McMinnville, OR 97128

To Contractor:              Garten Services, Inc.  
   Attn: Cynthia Ordonez  
   500 Hawthorne Ave. SE, Salem, OR  
   PO BOX 13970, Salem, OR 97309

#### **Section 16. Miscellaneous Provisions**

16.1. Integration. This Contract, 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 Contract shall control.

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

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

16.4. Adherence to Law. This Contract shall be subject to, and Contractor 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 Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

16.5. Governing Law. This Contract 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 Contract as if fully set forth herein.

16.6. Jurisdiction. Venue for any dispute will be in Yamhill County Circuit Court, and not in any other state or federal court.

16.7. 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 Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney and paralegal fees and all court costs, 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 Contract, 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.

16.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Contract 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.

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

16.10. Modification. This Contract may not be modified except by written instrument executed by Contractor and the City.

16.11. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

16.12. 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 Contract, the first day from which the designated period of time begins to run shall not be included.

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

16.14. Number, Gender and Captions. In construing this Contract, 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 Contract.

16.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Contract generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Contract. 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 Contract gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

16.16. 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 Contract in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

16.17. Interpretation. As a further condition of this Contract, the City and Contractor acknowledge that this Contract shall be deemed and construed to have 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 contract, 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.

16.18. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein represent the entire agreement between the parties.

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

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

The Contractor and the City hereby agree to all provisions of this Contract.

**CONTRACTOR:**

**CITY:**

\_\_\_\_\_

CITY OF McMinnville

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

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

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

Employer I.D. No. \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of McMinnville, Oregon

**EXHIBIT A**  
**WATER RECLAMATION FACILITY, OREGON STATE POLICE**  
**FACILITY, AND 4025 SE NIMBUS LOOP LANDSCAPE**  
**MAINTENANCE SERVICES**  
Project 2023-8

**TECHNICAL SPECIFICATIONS**

**300 PROJECT REQUIREMENTS**

**301 Scope of Work**

Contractor shall provide, at its own risk and cost, all labor, materials, tools, equipment, transportation, hauling, dumping, and other items needed to do the landscape maintenance work as specified or otherwise directed. The areas to be maintained shall include lawn and field grass areas, ground cover areas, shrubs, trees, and walkways at the City's Water Reclamation Facility (WRF) located at 3500 NE Clearwater Dr, McMinnville, OR 97128 and the Oregon State Police and Air Motive facilities (OSP) located at 3975/4040 SE Cirrus Ave, McMinnville, OR 97128 and 4025 SE Nimbus Loop McMinnville OR 97128.

The required maintenance activities are limited to the areas delineated on the attached site maps (**Attachment A - Site Maps**). Areas outside the limits shown on the site map are not the responsibility of the Contractor.

**Note:** OSP site is partially within a secure fenced area. Access to be coordinated with Oregon State Police office staff (Kimberly Henry - (503)472-0294).

**302 General Requirements**

All work shall be performed in a professional manner. The proper equipment shall be used for the execution of the contract. The primary objective of the City is to maintain a high standard of professional landscape maintenance services. In addition to the following specific maintenance standards, the Contractor is expected to provide those services, which are reasonably necessary to maintain a clean, neat-appearing, operationally supportive environment. The Contractor shall so conduct its operations so as to cause the least possible obstruction and inconvenience to vehicle and pedestrian traffic while ensuring or maintaining the safety of traffic, staff and the public.

The work to be performed under this contract will include mowing, edging, plant bed weeding, fertilizing, liming, pesticide application, leaf pickup, debris/litter removal, shrub pruning, and site cleanup, as specified herein.

At the WRF, grass areas are divided into two types: lawn areas and field grass areas. The included map (Attachment A) indicates the general areas of each grass type.

Application of herbicides or pesticides is anticipated under this contract, and all applications shall be performed by an applicator licensed under Oregon law. Applications of herbicides will be reported to the Public Works Superintendent.

### 303 Mowing Standards

At WRF: Lawn areas shall be mowed at a **height of 2"-2.5"** on a regular weekly schedule, for a minimum of 35 mowings per year. **Grass clippings will be removed every mowing on the lawn.**

Field grass shall be mowed at a **height of 2"-3.5"** on a regular bi-monthly schedule, for a minimum of 14 mowings per year **and when needed to keep a neat appearance.**

The mowing direction for both lawn areas and field grass areas is to be rotated to prevent wheel and grass pattern development. Mowing equipment is to be kept sufficiently sharp and properly adjusted to provide a cleanly cut appearance. Grass blade bruising, tearing, and shredding shall be avoided.

At OSP: The turf shall be mowed at a height of 2-2.5" on a regular weekly schedule. Clippings shall be removed with each mowing. The start and end of the mowing season shall be as set by the Public Works Superintendent or designee. The mowing season is typically March 1-November 15. Contractor shall commence mowing work upon notice from Public Works and shall cease mowing operations under this contract upon receiving verbal notice that the mowing season has ended.

At 4025 SE Nimbus Loop: The turf shall be mowed at a height of 2-2.5" on a regular weekly schedule. Clippings shall be removed with each mowing. The start and end of the mowing season shall be as set by the Airport Administrator or designee. The mowing season is typically March 1-November 15. Contractor shall commence mowing work upon notice from the Airport Administrator or designee and shall cease mowing operations under this contract upon receiving verbal notice that the mowing season has ended.

### 304 Edging Standards

All sidewalks, curbs, concrete edges, plant beds, tree circles, fence lines/perimeters or other objects in the lawn areas shall be **edged at least a minimum of every other mowing** to retain a neat appearance during the mowing season.

Care shall be taken not to damage the bases of trees with equipment. Edging of lawn areas shall be mechanical and not by use of herbicides. Fence lines and field grass areas may be edged and maintained with herbicides.

Extreme caution should be used to prevent chipping of concrete structures by edging equipment. Extreme caution must be used to prevent damage to desirable plants in areas where herbicides are used.

### 305 Weeding

For purposes of this contract, a weed is considered "any undesirable or misplaced plant". **The plant bed and median areas shown on the site map shall be kept in a weed-free condition.** All plant bed and median areas shall be weeded by hand or

mechanical means unless the City's representative grants prior approval for herbicide use.

The Contractor shall provide City Safety Data Sheets (SDS) for all applied chemicals. The City reserves the right to allow and/or limit the use of specific herbicides and/or applications of said herbicides. Weeds killed through the application of herbicides shall be removed and disposed of properly. Contractor will remedy any damage to desirable plant material due to Contractor negligence or misuse of herbicides at his or her expense, in a timely manner.

### **306 Fertilizer & Lime**

At WRF: Lawn areas must be fertilized with weed control four (4) times per year or as needed. Lime application to both lawn area and field grass areas shall be performed once per year.

At 4025 SE Nimbus Loop: Fertilize all turf according to the following schedule, using the indicated guaranteed fertilizer analysis. Any product used shall be pre-approved by the City. All walk ways and hard surface shall be blown or swept clean after fertilizing. The application rates shall be as per manufacturer recommendations.

Schedule and fertilizer types:

March (last 2 weeks)	24-5-11, 50% slow release +3% Fe
May (first 2 weeks)	24-5-11, 50% slow release +3% Fe
June (last 2 weeks)	24-5-11, 50% slow release +3% Fe
August (first 2 weeks)	24-5-11, 50% slow release +3% Fe
November (first 2 weeks)	10-20-20, or similar winter fertilizer

At OSP: Fertilize all turf according to the following schedule, using the indicated guaranteed fertilizer analysis. Any product used shall be pre-approved by the City. All walk ways and hard surface shall be blown or swept clean after fertilizing. The application rates shall be as per manufacturer recommendations.

Schedule and fertilizer types:

March (last 2 weeks)	24-5-11, 50% slow release +3% Fe
May (first 2 weeks)	24-5-11, 50% slow release +3% Fe
June (last 2 weeks)	24-5-11, 50% slow release +3% Fe
August (first 2 weeks)	24-5-11, 50% slow release +3% Fe
November (first 2 weeks)	10-20-20, or similar winter fertilizer

### **307 Pesticide Application**

At WRF: All lawn areas must receive treatment for European crane fly once per year, or as required for control. The Contractor must use an approved product specified for controlling European crane fly.

### **308 Irrigation System**

The City staff is responsible for operation and maintenance of the existing irrigation system. The system is an automatic zone type with filters and other components. The City staff is responsible for spring start-up and winter shutdown and necessary adjustments. If system deficiencies or broken parts are observed by the Contractor, the Contractor shall notify the City staff.

In general, the lawn areas are irrigated and the field grass areas are not irrigated. At the WRF, irrigation water is supplied by the WRF's internal not potable water.

### **309 Leaf Pickup**

Leaves on the ground and paved areas due to seasonal fall leaf drop must be picked up by the Contractor and disposed of as part of this contract. Fall leaf pickup shall occur weekly during this period until the seasonal leaf drop has ceased.

### **310 Debris/Litter Removal**

Prior to mowing, the Contractor shall pick up and promptly dispose of, at Contractor's expense, all debris, rocks and litter on all areas of the Contractor's responsibility. Litter includes, but is not limited to, paper, plastic, bottles, broken glass, cans, cardboard, rags, and other foreign materials.

The Contractor shall promptly dispose of all debris accumulated as a result of maintenance operations. No debris shall remain on the paved areas or other walkways after 5:00 pm on the day on which it is collected.

Debris is defined as grass clippings, leaves, branches, paper, and all foreign matter, etc. Disposal of debris shall be performed at no additional cost to the City and shall be considered to be included as part of the Contractor's bid price.

### **311 Pruning Standards**

At WRF: The Contractor prune the shrubs and vegetation in the border and shrub bed areas as needed to contain the vegetation within the borders of the beds and to maintain a neat appearance. The Contractor shall also prune along the walkways to maintain a clear path and neat appearance. All pruned and removed material must be promptly removed and disposed of by the Contractor. The pruning shall be performed a minimum of two times per year.

At OSP: The Contractor shall prune the shrubs once per year. Shrub pruning shall be performed to repair injury, remove dead wood and plant material, maintain the plant's natural shape, and to produce more or better blooms. Shrubs shall be pruned to provide vision clearance (30" maximum height) at driveway approaches and intersections, and to prevent encroachment into sidewalks or parking stalls. Pruning shall be performed in a manner that does not change the natural character and appearance of the shrub. All clippings shall be disposed of off-site. Shrub pruning to be conducted in December or January each year.

At 4025 SE Nimbus Loop: The Contractor shall prune the shrubs once per year. Shrub pruning shall be performed to repair injury, remove dead wood and plant material, maintain the plant's natural shape, and to produce more or better blooms. Shrubs shall be pruned to provide vision clearance (30" maximum height) at driveway approaches and intersections, and to prevent encroachment into sidewalks or parking stalls. Pruning shall be performed in a manner that does not change the natural character and appearance of the shrub. All clippings shall be disposed of off-

site. Shrub pruning to be conducted in December or January each year.

### **312 Clean-up**

Walks and pathways will be left clean. Clipping or debris will not be dumped, blown, or left in the streets or paved areas.

### **313 Service Procedures**

At WRF: The Contractor shall complete all landscape maintenance work in one area, including removal of debris, then move to the next designated landscape maintenance area. The period within which an area is unavailable for public or staff use due to Contractor's maintenance activities is to be held to the minimum required to efficiently perform the required tasks.

The Contractor shall be responsible for providing, in writing, prior to commencing work on this contract, a general schedule identifying days of the week and times for completion of the work. The schedule may be updated, in writing, as needed. For the WRF, the schedule should be delivered to Michael Runge. For the OSP the schedule should be delivered to the Public Works Superintendent, David Renshaw. For 4025 SE Nimbus Loop, the schedule should be delivered to the Airport Administrator, Willy Williamson.

### **314 Safety and Health Standards / Accident Prevention**

In accordance with generally accepted safety practice, the Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during the performance of the work.

The Contractor shall instruct employees about and otherwise safeguard them against any possible injuries associated with landscape maintenance activities and equipment, as well as other potential hazards within the City's facilities. The Contractor shall comply with all applicable OSHA and Oregon OSHA laws, including hazardous materials identification rules. The Contractor shall properly and securely label all chemicals used on the City's premises. The Contractor shall properly dispose of chemical waste and chemical waste receptacles.

### **315 Performance Requirement**

The Contractor shall perform all of the landscape maintenance requirements within the specifications. Failure of the Contractor to perform all of the required activities at the frequencies specified herein will result in the withholding of payment for the work.

When possible and practical, the City will notify the Contractor of noted maintenance deficiencies to allow for the Contractor to perform corrections. Failure of the City to provide notice of the deficiencies to the Contractor shall not excuse the Contractor from the requirements of these specifications, and shall not be the basis for payment claims by the Contractor.

The City shall consider four or more incidents of non-performance by the Contractor



over the period of the contract, including any extension, sufficient cause for termination of the contract upon written notice.

### **316 Inclement Weather**

The Contractor shall not work or perform any operations during inclement weather, which may destroy or damage ground cover or turf areas. The Contractor shall contact the WRF Operations, Public Works Superintendent, and the Airport Administrator for the determination of non-operation conditions.

The Contractor shall be relieved of the performance requirements of these specifications during periods of non-operation conditions approved by the WRF Operations Superintendent.

### **317 Damages**

The Contractor shall report, without delay, any damage to the City's equipment or property. The Contractor shall be liable for damages caused by the Contractor, Contractor's vehicular traffic, or Contractor's employees. The City may, at its option, repair any areas of Contractor damage and deduct the costs from any monies due the Contractor.

### **318 Service Request Response, Emergencies, and Emergency Numbers**

Contractor shall be available for direct telephone contact by the City during the City's normal working hours. The Contractor shall employ person(s) to answer the telephone (complaints, requests for service, etc.). The Contractor shall respond to any routine request from the City within 24 hours.

In the event of emergency situations (health or safety) involving the City's buildings, equipment, or personnel, the Contractor or its agent shall immediately report same to the City. This shall include the reporting of water leaks.

The Contractor is further required to provide the City with two 24-hour emergency numbers for contact outside normal working hours. These emergency numbers shall be used to contact a responsible representative of Contractor who can take the necessary action required to alleviate an emergency condition which threatens to cause damage to any property.

The Contractor shall respond to any emergency call-out by the City within three (3) hours, except when delayed by problems caused by vehicle accidents or an Act of God. Any emergency call response shall be considered part of the normal contract.

### **319 Invoicing and Payment**

The contract amount will be per the annual cost contained in the Contractor's proposal. The Contractor shall submit a monthly invoice (the monthly amount shall be the annual cost divided by 12) for services rendered to the City. The Contractor shall invoice only for services rendered. The Invoice(s) shall be delivered to:

**WRF:**

**Finance Department**

City of McMinnville

230 NE Second Street

McMinnville, OR 97128

**OSP:**

**McMinnville Public Works**

230 NE 2<sup>nd</sup> Street

McMinnville, OR 97128

**4025 SE Nimbus Loop:**

**Airport Administrator:**

Willy Williamson

[willy.williamson@mcminnvilleoregon.gov](mailto:willy.williamson@mcminnvilleoregon.gov)

The invoice must show the name, address, and telephone number of Contractor, invoice number, billing period, amount due (including itemization for extra work).

Payment shall not exceed the amounts listed in the proposal without the prior approval of the City. Total payments to Contractor shall not exceed the amount specified in the contract without prior written approval of the City. Payment will be made as promptly as the ordinary payment procedure of the City will permit.

### **320 Additional Services ("Extra Work") Outside Contract**

The City's representative must, in advance, authorize additional labor, materials, and/or "extra work" supplied by the contractor under this contract.

# Attachment A - WRF Site Map



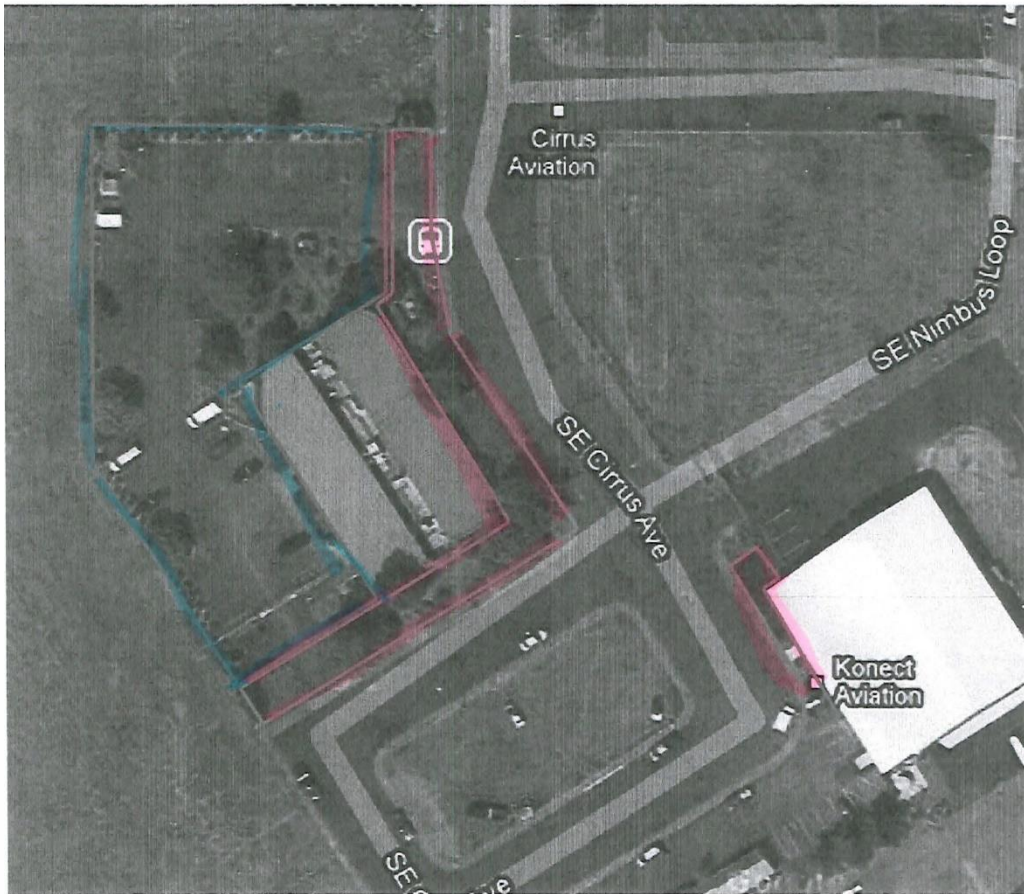
-  LAWN
-  Shrub Beds
-  Fieldgrass

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# Oregon State Police Facility

Blue = 2012 area of work  
Red = 2013 added work

2013 revised contract  
to include both red and  
blue areas.



## ATTACHMENT A - SITE MAPS 3975/4040 SE Cirrus Avenue





ATTACHMENT A - SITE MAPS 4025 SE Nimbus Loop

# STAFF REPORT

**DATE:** July 25, 2023  
**TO:** Mayor and City Councilors  
**FROM:** Heather Richards, Community Development Director  
**SUBJECT:** Resolution No. 2023 – 46, TGM Grant Application

## STRATEGIC PRIORITY & GOAL:



### **GROWTH & DEVELOPMENT CHARACTER**

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

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

---

## **Report in Brief:**

This is the consideration of a Resolution to support an application to the Oregon Department of Transportation (ODOT), and the Department of Land Conservation and Development (DLCD), Transportation and Growth Management (TGM) grant program for \$225,000 to support the McMinnville Transportation System Plan update.

## **Background:**

Oregon Land Use Goal #12 requires cities to have a transportation system plan on how the city will meet future transportation needs for a growth planning horizon of twenty years. The transportation system plan identifies the infrastructure needed to move people and goods throughout the community as it grows and how any needed infrastructure improvements will be funded. Most transportation system plans include multi-modal infrastructure, including but not limited to vehicular, bicycle, pedestrian, and transit systems.

## **Discussion:**

McMinnville's current Transportation System Plan was adopted in 2010 for the planning horizon of 2003 – 2023, and encompassing the urban growth boundary initially proposed by the *2003 Growth Management and Urbanization Plan* that was challenged by 1000 Friends and eventually remanded to the City in 2011 for additional analysis and evaluation.

That remand work was concluded in 2021 with a revised urban growth boundary. Additionally, the transportation model was updated in 2015 and 2016 for McMinnville and surrounding regions. And the City is in the midst of growth planning for 2021 – 2041. All are significant changes that necessitate updating the 2010 McMinnville Transportation System Plan.

Updating the Transportation System Plan has been part of the City's *Growing McMinnville Mindfully* work program for a couple of years but has been delayed due to staff resources.

This delay though has afforded the City the ability to apply for TGM funds to help offset the costs of the planning project.

One of the requirements of the grant application is a Resolution of support from the City Council.

### Grant Timeline

July 27, 2023	Grant Applications due by 11:59 p.m.
August - September 2023	Application scoring and ranking
September 2023	Project award announcements
February - March 2024	Grantees must have agreed on a detailed statement of work sufficient to select a Consultant, or to prepare an IGA if no consultant will be used
Mid-Late 2024	IGA and personal services contracts must be signed and projects underway
June 2026	Expected 2023 TGM project completion
May 31, 2027	All 2023 TGM Projects <u>must</u> be completed for TGM to meet its obligations

### Attachments:

- Resolution No. 2023 – 46
- Transportation and Growth Management Program 2023 Application Packet

### Fiscal Impact:

The anticipated costs for the McMinnville Transportation System Plan update is approximately \$400,000 - \$450,000. Most TGM grants are \$125,000 - \$250,000. TGM requires a 14% match. The City of McMinnville's grant application will offer a 50% match component. The 50% match is currently budgeted in the FY 23/24 Transportation Fund.

### Recommendation:

Approve Resolution No. 2023-46.



**RESOLUTION NO. 2023-46**

A Resolution authorizing city staff to apply for a Transportation Growth Management grant to help fund updating the McMinnville Transportation System Plan.

**RECITALS:**

**Whereas**, the City of McMinnville amended its Urban Growth Boundary (UGB) in April, 2021, adding 662.40 gross buildable acres to the UGB; and

**Whereas**, the City of McMinnville is currently engaged in a growth planning process for the planning horizon of 2021 - 2041; and

**Whereas**, the most recent McMinnville Transportation System Plan was adopted in 2010 for the planning horizon of 2003 – 2023; and

**Whereas**, the City of McMinnville has enacted several major land-use changes since the McMinnville Transportation System Plan was adopted; and

**Whereas**, Oregon Administrative Rule 660-012-0045 encourages local jurisdictions to update their Transportation System Plan to meet new land use need; and

**Whereas**, Oregon Department of Transportation and the Department of Land Conservation and Development offer Transportation and Growth Management grants to help fund transportation system plan updates;

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

1. That the City Council is supportive of a McMinnville application to the 2023 – 2025 Transportation and Growth Management grant program for \$225,000 to help fund a McMinnville Transportation System Plan update.
2. 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 25th day of July 2023 by the following votes:

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

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

Approved this 25<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

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

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



Better Ways To Better Places  
Since 1993

# Transportation & Growth Management Program

## 2023 Application Packet

**Application Deadline: 11:59 p.m. PDT on Thursday, July 27, 2023**

Apply at

<https://www.cognitoforms.com/ODOT2/2023TransportationGrowthManagementGrantApplication>

### Contents

Introduction.....	2
Changes for 2023.....	2
TGM Objectives.....	3
Eligible Applicants.....	4
Eligible Projects.....	4
Category 1- Transportation System Planning.....	4
Category 2- Integrated Land Use and Transportation Planning.....	5
Grant Basics.....	6
Grant Timeline.....	6
Grant Selection Overview.....	6
Grant Project Overview.....	6
Use of Consultants.....	7
Grantee Obligations.....	7
More Information.....	9
Grant Eligibility.....	9
Grant Award Criteria.....	10
Region Contacts.....	11

## TGM MISSION

Oregon's Transportation and Growth Management Program supports community efforts to expand transportation choices. By linking land use and transportation planning, TGM works in partnership with local governments to create vibrant, livable places in which people can walk, bike, take transit, or drive where they want to go.

<https://www.oregon.gov/LCD/TGM>

## Introduction

The Transportation and Growth Management Program (TGM) invites you to apply for funding in the 2023 grant cycle. The TGM Program provides long range planning resources to help Oregon communities address pressing transportation, land use, and growth management issues.

TGM is a joint effort of two state agencies: the Oregon Department of Transportation (ODOT) and the Oregon Department of Land Conservation and Development (DLCD). TGM is primarily funded by federal transportation legislation under an agreement with the Federal Highway Administration. Additional staff support and funding is provided by the State of Oregon.

The mission of TGM is to support community efforts to expand transportation choices. By linking land use and transportation planning, TGM works with local governments to create vibrant, livable places in which people can walk, bike, take transit or drive where they want to go.

## Changes for 2023

### Housing

TGM is emphasizing projects in 2023 that addresses barriers to a broad range of housing types and affordability or works to link the location of future workforce housing to walkable/bikeable areas with good transit.

### Contracting for Certified Local Public Agencies

TGM expects [these locales](#) who have been approved to deliver federal-aid highway projects to enter into a Supplemental Project Agreement for awarded TGM projects and to conduct the consultant selection and contracting themselves. Please contact [Elizabeth Ledet](#) for a sample agreement.

### Transportation System Plans

TSPs and TSP updates are eligible grant projects and any jurisdiction may apply. However, TGM is not the best fit for new or updated TSPs in metropolitan areas needed to meet the requirements of [DLCD's Climate-Friendly and Equitable Communities Rulemaking](#), adopted in July 2022. ODOT is providing funding to update those TSP's through the Statewide Planning Unit. Learn more at ODOT's [Planning for Climate Friendly and Equitable Communities page](#).

TGM is hosting a webinar on June 13<sup>th</sup> at 10:30 am Pacific Time to answer your questions about changes to the application, how to fill out the online form, and what are common mistakes. [Register in advance here](#).

## TGM Objectives

The TGM Program works in partnership with local governments and other stakeholders to accomplish the following interrelated goals and objectives:

- 1 **Provide transportation choices** to support communities with the balanced and interconnected transportation networks necessary for mobility, equity, and economic growth.
  - 1.1 A balanced, interconnected, and safe transportation system that provides a variety of transportation options and supports land uses.
  - 1.2 Appropriately sited, designed, and managed local, regional, and state transportation facilities and services that support the movement of goods and provide for services.
  - 1.3 Mobility choices for underserved communities and those with limited options.
  - 1.4 Safe and convenient walking, biking, and public transportation opportunities to support a healthy, active lifestyle.
- 2 **Create communities** composed of vibrant neighborhoods and lively centers linked by accessible transportation.
  - 2.1 Livable towns and cities with a mix of housing types, work places, shops, schools, and parks for people of all ages, incomes and abilities.
  - 2.2 Well-located activity centers, including schools and other government services, which are accessible to pedestrians, bicyclists, and transit users.
  - 2.3 A safe and appealing physical environment supportive of the social, cultural, and health needs of all the community residents.
- 3 **Support economic vitality and growth** by planning for land uses and the movement of people and goods.
  - 3.1 Thriving existing neighborhoods and centers and well-planned new growth that accommodate existing and future residents, businesses, and services.
  - 3.2 Well-located and accessible industrial and employment centers.
  - 3.3 Housing with access to education, jobs, and services.
- 4 **Save public and private costs** with compact land uses and well-connected transportation patterns.
  - 4.1 Urban growth accommodated within existing communities, thus minimizing, delaying, or providing an alternative to an urban growth boundary expansion.
  - 4.2 Future transportation needs accommodated within the existing or improved system, thus minimizing, delaying, or providing an alternative to constructing additional major infrastructure projects.
- 5 **Promote environmental stewardship** through sustainable land use and transportation planning.
  - 5.1 Transportation systems and land use patterns that protect valuable natural resources, promote energy efficiency, and reduce emissions of air pollution and greenhouse gases.

## Eligible Applicants

Eligible applicants include cities, counties, councils of government on behalf of a city or county, and tribal governments. Certain special districts are eligible, such as transportation districts, metropolitan planning organizations, ports, mass transit districts, parks and recreation districts, and metropolitan service districts.

School districts, and public colleges and universities, may be eligible as part of a joint application with a local government for an otherwise eligible project. Eligible applicants may partner to propose a project, such as a multi-county TSP or multi-city or city-county corridor plan.

## Eligible Projects

TGM grants are for planning work that lead to local policy decisions. Projects should result in the development of a new adoption-ready plan or land use regulation or amendments to an existing plan or land use regulation.

Projects that primarily do research or outreach, study an issue, compile data, or inventory information are generally not eligible for grant funding. TGM grants also cannot fund preliminary engineering, surveying, or construction work. If in doubt, discuss with your [Region TGM planner](#) about whether your proposed work is eligible.

There are two categories of grants: Transportation System Planning (Category 1) and Integrated Land Use and Transportation Planning (Category 2).

## Category 1- Transportation System Planning

### Purpose

To help local governments develop and update transportation system plans (TSPs) and implementing measures that implement the Transportation Planning Rules (OAR 660-012-0045); implement the Oregon Transportation Plan and other statewide modal and topic plans; increase opportunities for walking, biking, and transit; or reduce reliance on the state highway for local travel needs.

### Eligible Uses

Projects in this category will result in a transportation decision. Projects will plan for transportation facilities inside Urban Growth Boundaries (UGB's), in urban unincorporated communities, and along rural highway corridors. Projects proposed for areas being considered in a UGB amendment process may be eligible, but must demonstrate they are timely and reasonably achievable. Category 1 projects typically include preparation and adoption of:

- TSPs, including analysis to determine transportation needs, and planning for such elements as local street networks, bicyclists and pedestrians, safety including safe routes to school, transit, and freight.
- TSP updates, in whole or part, to address new needs, comply with new state or federal regulations, maintain consistency with a regional transportation plan, plan for areas newly brought into the UGB, reduce greenhouse gas emissions, or make the transportation system more resilient to the impacts of natural hazards.

- TSP implementation, such as streetscape plans, cost estimate refinement, capital improvement and other funding plans, and land use regulations required by the Transportation Planning Rule.
- TSP refinement, such as corridor plans, multimodal safety plans, interchange area management plans, or other planning to implement Oregon statewide modal and topic plans.
- Transit Development Plans that provide long term vision and policy for existing and future transit service.
- Other innovative transportation-related planning projects that are consistent with TGM Objectives.

## Category 2- Integrated Land Use and Transportation Planning

### Purpose

To help local governments develop integrated land use and transportation plans and implementing measures that encourage livable, affordable, and accessible communities for all ages and incomes; promote compact, mixed-use, walkable development to increase walking, biking, and transit; or support physical, social, and economic needs.

### Eligible Uses

Projects in this category will result in a land use decision. Projects will combine land use planning with supportive transportation facility planning inside UGBs, urban unincorporated communities, and urban reserve areas. Category 2 projects typically include preparation and adoption of:

- Specific area plans for land uses in a downtown, main street, commercial or employment area, neighborhood, corridor, or interchange.
- Land use and transportation concept plans for areas brought into a UGB.
- Transportation-efficient land use plans for an entire urban area, such as location efficiency of housing and employment or reducing greenhouse gas emissions from transportation.
- Implementing measures, such as code amendments, infill and redevelopment strategies, and intergovernmental agreements.
- Other innovative land use and transportation-related planning projects that are consistent with TGM Objectives.

If you are not sure if your project is eligible for a TGM grant, you can search the lists of [TGM grants](#) and TGM [final grant products](#).

## Housing

TGM is emphasizing projects in 2023 that reduce barriers to a broader range of housing types and prices and increase accessibility.



If your project is not eligible for a TGM grant, one of TGM's Community Assistance programs - Quick Response, Code Assistance, Education and Outreach, or TSP Assessment - may be able to help. See: <https://www.oregon.gov/lcd/TGM>.

## Grant Basics

### Grant Timeline

July 27, 2023	Grant Applications due by 11:59 p.m.
August - September 2023	Application scoring and ranking
September 2023	Project award announcements
February - March 2024	Grantees must have agreed on a detailed statement of work sufficient to select a Consultant, or to prepare an IGA if no consultant will be used
Mid-Late 2024	IGA and personal services contracts must be signed and projects underway
June 2026	Expected 2023 TGM project completion
May 31, 2027	All 2023 TGM Projects <u>must</u> be completed for TGM to meet its obligations

### Grant Selection Overview

The TGM Program awards grants on an annual basis. TGM typically awards between \$2 and \$3 million statewide per cycle. Projects are selected on a competitive basis within each of the five ODOT regions. The regional allocation - funds available for projects - is based on a formula that considers the number of cities and the population within a region. Award amounts generally range between \$125,000 and \$250,000.

Projects are selected primarily on the points scored under the grant award criteria; also considered are the grant amounts requested, the estimated amounts TGM believes may be required to complete a project, the amount of grant dollars available for award within a geographic region, and the balance of grant dollars between Category 1 and Category 2 projects.

TGM also consults with other state agencies to gain further insights about proposed projects. A consideration in scoring is ensuring a fair distribution of grant funds to smaller or economically distressed communities.

### Grant Project Overview

In September 2023, successful applicants will receive a grant award letter. The grantee and a TGM grant manager will work together to prepare a project statement of work, select a consultant (as appropriate), and complete an intergovernmental agreement (IGA).

Initial project statement of work negotiations must be completed within [TGM's](#)

[timeline](#) or the grant award may be withdrawn. The grant award is not final until the IGA between ODOT and local grantee is signed by all parties.

Grants generally have three years after award to be negotiated, conducted, and completed; projects that will take longer than four years from award to completion are not suitable for TGM grant funds. Project extensions are subject to available funding and continued project eligibility.

### Use of Consultants

ODOT will contract with consultants for most projects. Using ODOT policies and procedures that meet state and federal requirements, TGM staff will work with jurisdictions to select the project consultant that best fits the specific planning services needed. [Certified Local Public Agencies](#) are expected to prepare the solicitation and contract themselves.

### Grantee Obligations

#### Match

TGM requires a local grant match of approximately 14% of the TGM grant funds. Grantees typically provide match in the form of cash or direct project costs. Communities defined as “distressed” by the Oregon Business Development Department may request a partial match waiver. The list of distressed communities is available online at [Business Oregon](#).

The ways to fulfill match requirements vary:

- Grantees being paid will bill TGM for eligible project costs, such as in-house staff labor or other eligible expenditures. TGM will reimburse the grantee for those costs less the required match amount.
- Grantees not being reimbursed for their own work will submit quarterly match reports that document eligible local project costs to meet the match requirement.
- Grantees have the option to send cash directly to TGM at IGA signing for the full match amount.
- Federal funds may not be used as match.

*Please be aware that the grantee reimbursement percentage can be quite low if both the grantee and a consultant are paid.*

*Applicants are strongly urged to contact [Elizabeth Ledet](#) if considering grantee reimbursement.*

**Note:** As an award condition, grantees with unmet match obligations from previous TGM projects must document that the match was provided or pay the balance of unmet match within three weeks of notice of new grant award, or the award will be withdrawn.

#### Eligible Costs

TGM grants and required match can be spent only on direct project-related costs. Eligible costs include salary of local government employees assigned to the project,



postage, travel, supplies, and printing.

Equipment purchases and indirect costs, including general administrative overhead, are not eligible costs unless you have a federally approved indirect cost plan.

Local expenses for persons or firms who contract with a local government to provide planning or other services are *not* eligible for reimbursement but may be counted as match. Time of volunteers, such as project committee members may also be counted as match.

Costs incurred prior to signing an intergovernmental agreement are not eligible project costs. This includes costs of preparing the grant application, preparing a statement of work, and selecting a consultant.

### *Project Management*

Local commitment is key to a successful project. As a condition of award, grantees will be asked to provide written commitment that they will meet all grantee obligations in a timely manner. Grantees must provide a project manager who has the time and the capability to oversee project work and will:

- serve as principal contact person for the project;
- help to develop a statement of work;
- monitor and coordinate work, including consultant work, to ensure completion of all work on time and within budget;
- review consultant work products and payment requests;
- make logistical arrangements and provide public notification for local meetings and public events;
- provide legal notice, including post-acknowledgement plan amendments notice;
- prepare progress reports, match reports, reimbursement requests, and the closeout report; and;
- keep local decision-makers informed about the project.

**Note:** As an award condition, grantees with unmet project management obligations from previously completed TGM projects must fulfill their obligations within three weeks of notice of new grant award, or TGM will withdraw the award.

### *Title VI/Environmental Justice/Americans with Disabilities*

Awarded projects are expected to abide by [Title VI](#) and related authorities including [Executive Order 12898 \(Environmental justice\)](#) which prohibit discrimination on the basis of race, color, national origin, or income, and other demographic characteristics. They are intended to make planning and decision-making more inclusive and to more equitably share the impacts and benefits of projects that receive federal funding. The public involvement program must include specific steps to provide opportunities for participation by federal Title VI communities. In addition, grants that include planning for pedestrians must consider [Americans with Disabilities Act requirements](#).

## More Information

Download the [Application Instructions, Developing a Project Approach and Budget](#), and the required [Racial and Ethnic Impact Statement](#) at <https://www.oregon.gov/LCD/TGM/Pages/Planning-Grants>.

For general questions about the application process, contact [Elizabeth Ledet](#) at 503-986-3205 or [Bill Holmstrom](#) at 971-375-5975.

Contact [Rachael Levasseur](#) for assistance with filling out the [online form](#).

## Grant Eligibility

Applications are reviewed on a pass/fail basis on each of the following three criteria. Applications found to not meet each of these requirements will not be scored against the award criteria and will not be awarded a grant.

### 1) Clear Transportation Relationship

A proposed project must have a clear transportation relationship and produce transportation benefits. A project must entail analysis, evaluation and selection of alternatives, development of implementation actions, and public involvement that results in a long range transportation plan, land use plan, or other product that addresses a transportation problem, need, opportunity, or issue of local or regional importance.

### 2) Adoption of Products to Meet Project Objectives

A proposed project must include preparation of an adoption-ready product or products that lead to a local policy decision and that directly address the project objectives, such as a transportation system plan, comprehensive plan amendment, land use plan, code amendment, implementation program, or intergovernmental agreement. Projects are expected to include adoption hearings (or equivalent) by the governing body or to prepare products which will be adopted as part of a larger project.

### 3) Support of Local Officials

A proposed project must clearly demonstrate that local officials, both the primary applicant and any co-applicants, understand the purpose of the grant application and support the project objectives. A resolution of support, meeting minutes, or authorized letter from the governing body of all applicants (e.g. City Council, Board of Commissioners, or Transit Board) must be submitted with the application to meet this requirement.

*Please schedule your governing body meeting well in advance of the application deadline.*

# Grant Award Criteria

Up to 100 points are based on an applicant's written responses to five award criteria. *Please consult [Application Instructions](#) before beginning.*

**1) Proposed Project Addresses a Need and Supports TGM Objectives      40 Points**

The project clearly and effectively addresses a local or regional transportation or transportation-related land use issue, problem, need, or opportunity and will achieve one or more of the TGM Objectives.

**2) Proposed Project is Timely and Urgent      25 Points**

The application demonstrates timeliness and urgency. The project is needed now to:

- address pressing local transportation and land use issues;
- make amendments to local plans or regulations necessitated by changes in federal regulations, state requirements, or regional plans;
- make amendments to local plans or regulations necessitated by changes that were not anticipated in previous plans including growth or lack of growth, changes in land use patterns, or changes in available funding;
- build on, complement, or take a necessary step toward completing or implementing other high priority community initiatives, including supporting a Governor's Regional Solutions Team priority; or
- resolve transportation- or land use-related issues affecting the project readiness of local, regional, or state transportation projects for which funding is expected to be obligated within the near future.

**3) Proposed Project Approach Supports Policy Decisions      20 Points**

The application demonstrates a clear approach to achieving the expected outcome and includes consideration for adoption. Where substantial coordination with other local, regional, and state planning efforts will need to occur, the mechanisms and responsibilities for the coordination are clear.

**4) Proposed Project has Community Support      5 Points**

The application demonstrates that there is local support for the project objectives, a commitment to participate, and a desire to implement the expected outcome.

**5) Proposed Project Sponsor is Ready and Capable      10 Points**

The application demonstrates that the local government is ready and able to begin the project within the TGM timetable and that there is local commitment and capability to manage and complete the project. The application demonstrates, if applicable, successful performance on previous TGM projects.

## Bonus Points: Housing

10 Points

Up to 10 bonus points may be awarded if the project addresses barriers to a broad range of housing types and affordability or works to link the location of future workforce housing to walkable/bikeable areas with good transit. Examples of this could include:

- Policies and strategies to repurpose or redevelop remnant lands owned by governmental entities and to increase infill and redevelopment of privately owned lands
- Reassessment of development requirements such as lot size, setbacks, and parking mandates
- Plans to improve transportation choices through identification of site-specific multimodal needs in existing residential areas

Recent TGM projects that addressed these topics include [1C-19 Portland Parkrose](#), [3A-17 Medford](#), and [4B-15 Redmond](#).

## Region Contacts

For advice on preparing an application for your specific project, contact our lead TGM planners, listed below.

### [Region 1](#)

Clackamas, Hood River, Multnomah and eastern Washington counties

[Glen Bolen](#)

503-539-8454

### [Region 2](#)

Clatsop, Columbia, Tillamook, Yamhill, Polk, Marion, Lincoln, Linn, Benton, Lane, and western Washington counties

[David Helton](#)

541-726-2545

### [Region 3](#)

Douglas, Curry, Coos, Josephine and Jackson counties.

[Virginia Elandt](#)

541-957-3635

### [Region 4](#)

Wasco, Sherman, Gilliam, Jefferson, Wheeler, Crook, Deschutes, Lake and Klamath counties

[Devin Hearing](#)

541-480-7532

### [Region 5](#)

Morrow, Umatilla, Union, Wallowa, Baker, Grant, Harney and Malheur counties

[Cheryl Jarvis-Smith](#)

541-963-1574

# STAFF REPORT

**DATE:** July 25, 2023  
**TO:** Mayor and City Councilors  
**FROM:** Heather Richards, Community Development Director  
**SUBJECT:** Resolution No. 2023 – 47, DLCD TA Grant Application

## STRATEGIC PRIORITY & GOAL:



### **GROWTH & DEVELOPMENT CHARACTER**

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

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

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### **Report in Brief:**

This is the consideration of a Resolution to support an application to the Oregon Department of Land Conservation and Development (DLCD), Technical Assistance (TA) grant program for \$200,000 to support the state-mandated Housing Production Strategy, Housing Land Use Efficiencies Analysis and a potential 2025 Urban Growth Boundary (UGB) amendment.

### **Background:**

Per Oregon Revised Statute 197.296 and Oregon Administrative Rule 660-008-0045, the City of McMinnville needs to adopt a Housing Capacity Analysis and submit it to the Department of Land Conservation and Development by December 31, 2023 and a Housing Production Strategy by December 31, 2024. The City has completed the Housing Capacity Analysis in draft form, focusing on a planning horizon of 2021-2041.

### **Discussion:**

The Housing Capacity Analysis indicates a need for additional land supply to support housing necessary for McMinnville's planned population growth through 2041. The City needs to show how it is going to address that need when it submits its housing capacity analysis unless it enters into a sequential urban growth boundary agreement with DLCD to submit it at a later date. Need can be met with either higher density land use efficiencies within the current urban growth boundary or by expanding the urban growth boundary, or a mixture of both.

Staff has discussed submitting the Housing Capacity Analysis to DLCD by December 31, 2023, and then evaluating land-use efficiencies in 2024 in conjunction with the Housing Production Strategy and finally an urban growth boundary amendment by 2025 if necessary.

This grant application is to support all of those efforts, which has been calculated to cost approximately \$500,000. (Please see Fiscal Impact Statement below).

One of the requirements of the grant application is a Resolution of support from the City Council.

**Important Planning Assistance Dates**

<b>Date</b>	<b>Planning Assistance Milestone</b>
June 1, 2023	Application period opens; materials distributed
June 5, 2023   10:30a – 12p	Open Forum for follow-up question & answer <a href="#">Zoom link</a>   Meeting ID: 265 799 1542   Passcode: 664570
July 31, 2023	Application period closes; materials submittal deadline
September 1, 2023	Anticipated funding decision; award notices sent
October – November 2023	Direct grant agreements anticipated execution
November – December 2023	Consultant contract anticipated execution
May 31, 2025	Project completion deadline

**Attachments:**

- Resolution No. 2023 – 47
- Department of Land Conservation and Development Technical Assistance Grant Packet

**Fiscal Impact:**

The anticipated costs for the housing planning in 2023 – 2025 necessitated by state mandates is \$500,000, \$335,000 in consultant support and \$165,000 in staff support. Please see table below. The City is requesting \$200,000 in grant funds for consultant support, matching the grant funds with \$135,000 for consultant support and \$165,000 in-kind staff support, for a match of 60%. \$90,000 is currently budgeted in the FY 23/24 long-range planning fund.

<b>Product</b>	<b>Consultant Expenses</b>	<b>In-Kind Staff Support</b>	<b>Total (Consultant + In-Kind Staff)</b>
<b><i>Housing Production Strategy</i></b> (Required by HB 2003 (2019)) Deadline: December 31, 2024	\$35,000	\$15,000 (.15 FTE)	\$50,000
<b><i>Land-Use Efficiencies</i></b> (Required by HB 2003 (2019)) Deadline: December 31, 2024	\$50,000	\$50,000 (.50 FTE)	\$100,000
<b><i>UGB Amendment</i></b> (Required by HB 2003 (2019)) Deadline: December 31, 2025	\$250,000	\$100,000 (.75 fte)	\$350,000
<b>TOTAL</b>	<b>\$335,000</b>	<b>\$165,000</b>	<b>\$500,000</b>

**Recommendation:**

Approve Resolution No. 2023-47.

## **RESOLUTION NO. 2023-47**

A Resolution authorizing city staff to apply for a Department of Land Conservation and Development Technical Assistance grant to help fund state-mandated housing growth planning.

### **RECITALS:**

**Whereas**, Oregon Revised Statute 197.296 and Oregon Administrative Rule the City of McMinnville is mandated to conduct a Housing Capacity Analysis, adopt it and submit it to the Department of Land Conservation and Development by December 31, 2023, and a Housing Production Strategy by December 31, 2024; and

**Whereas**, the City of McMinnville has drafted the Housing Capacity Analysis for the planning horizon of 2021 - 2041; and

**Whereas**, the draft Housing Capacity Analysis for the planning horizon of 2021 – 2041 indicates a need for additional housing land; and

**Whereas**, the City of McMinnville must show how it is going to meet that land need either through land-use efficiencies within the existing urban growth boundary or by expanding the urban growth boundary; and

**Whereas**, the work associated with that analysis will extend beyond December 31, 2023, the City of McMinnville has requested to participate in a sequential urban growth boundary amendment process by submitting evaluating the land-use efficiencies in 2024 and an urban growth boundary amendment in 2025; and

**Whereas**, the City of McMinnville estimates that it will cost approximately \$500,000 to complete all of the housing work needed in the next two years; and

**Whereas**, the Oregon Department of Land Conservation and Development offers Housing Assistance grants to help fund housing planning mandated by the state;

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

1. That the City Council is supportive of a McMinnville application to the 2023 – 2025 Department of Land Conservation and Development Housing Assistance grant program for \$200,000 to help fund a Housing Production Strategy, Housing Land-Use Efficiencies analysis, and a 2025 Urban Growth Boundary amendment for needed housing.
2. 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 25th day of July 2023 by the following votes:

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

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

Approved this 25<sup>th</sup> day of July 2023.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

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

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



# Department of Land Conservation and Development



## Application for Housing Planning Assistance Grants & Consultant Support

### 2023-2025

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#### *Contents*

Program Description	1
Who Can Apply	1
Grant Program Contact	2
Eligible Projects and Evaluation Criteria	2
Review Process	5
Eligible Costs	5
Application Instructions	6
Application	attached

## PLANNING ASSISTANCE

### PROGRAM DESCRIPTION

The Department of Land Conservation and Development (DLCD) provides resources to help Oregon communities prepare and update local land use plans and implementing ordinances to respond to growth management and resource protection issues and changes in state agency programs and requirements.

By the end of the 2023 legislative session, DLCD anticipates the Oregon Legislature to appropriate funds to DLCD for the purpose of providing planning assistance to local governments to:

- 1) Develop, adopt, and implement plans needed to support housing production, affordability, and choice, including housing capacity analyses (HCA) and housing production strategies (HPS) under Goal 10.

*Please note: DLCD does not recommend commencing a housing capacity analysis in the 2023-25 biennium as administrative rules will be updated by January 1, 2025, consistent with [House Bill 2001 \(2023 Session\)](#). If your city has an upcoming HCA deadline, please contact the housing team.*

- 2) Develop, adopt, and implement urbanization and public facilities plans to support development readiness or amend an Urban Growth Boundary where a need is identified.
- 3) Update local development codes and comprehensive plans to comply with applicable state housing statutes and reduce regulatory barriers to housing production.

DLCD is appropriated these funds until the end of the 2023-25 biennium (June 30, 2025), at which point unspent funds are reverted to the General Fund. To provide as much time as practicable to support project timelines, DLCD is beginning the application process before the beginning of the 2023-25 biennium to provide jurisdictions as much time as possible to complete this work.

**Please note that, at the time of publication of these application materials, the Legislature has not yet approved funding for certain kinds of housing planning assistance. As such, while DLCD can confirm some funding availability, the full scope and amount of funding availability is tentative at this time.**

The deadline for all housing planning applications is **July 31, 2023**.

### WHO CAN APPLY

Planning Assistance applications will be accepted from the following applicant types. For applicants requesting multiple services, please submit a separate application form for each project.

### Cities and Counties

- Any city or county with an applicable statutory requirement related to housing, including:
  - Goal 10 planning (housing capacity analysis and housing production strategy) for cities above 10,000 population
  - Goal 14 planning (UGB amendments, land exchanges, and urban/rural reserves) where a need has been identified
  - Middle housing requirements under ORS 197.758
  - Other housing-related statutory requirements, such as accessory dwelling units, manufactured/prefabricated homes, and clear and objective standards.
- A city or county optionally seeking to facilitate housing production, affordability, and choice within their community.

*Note: A third party may apply on behalf of a city or county. Grant or consultant support awarded to a city or county will be contingent on the ability of the city or county to manage and participate in a project.*

### Regional Entities

- Counties, regional governments, or councils of government seeking to pursue a regionally-based project or support one or more cities or counties with a housing-related project or projects.

## GRANT PROGRAM CONTACTS

DLCD staff are available to answer your questions regarding application requirements and status. **The first point of contact is the regional representative for your jurisdiction.** You can find the regional representative assigned to your jurisdiction or region at <https://www.oregon.gov/lcd/CPU/Pages/Regional-Representatives.aspx>.

If you cannot contact your regional representative, please contact:

For housing-related questions, please contact the housing team:  
[Housing.dlcd@dlcd.oregon.gov](mailto:Housing.dlcd@dlcd.oregon.gov)

For grant- or application-related questions:  
Angela Williamson, Grants and Periodic Review Administrative Specialist  
[DLCD.GFGrant@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov) or (971) 239-2901

## ELIGIBLE PROJECTS AND EVALUATION CRITERIA

Planning Assistance is used to help complete projects necessary for local governments to achieve the following priorities:

### Project Evaluation Criteria and Priorities

1. The project fulfills a housing-related statutory obligation.
2. The project facilitates housing production, affordability, and choice where it is needed most.
3. The project emphasizes fair and equitable housing outcomes.

The Planning Assistance evaluation review criteria, explained in sections 1 through 5 below, address program priorities, considerations to ensure appropriate use of funds, and other program objectives. Please address these, as applicable, in your application attachment.

Projects are not expected to satisfy non-mandatory criteria, but those that rate well under one or more of them will have an improved likelihood of receiving grant or consultant support.

## 1. Project Objectives

The *project objectives* are clearly stated; address the problem, need, opportunity, and issues; are defined in a manner consistent with the statewide planning goals; and directly relate to a clear statement of expected outcomes. The project objectives need to be reasonably achievable.

## 2. Program Priorities

The project addresses the *program priorities* as follows:

### **1. The project fulfills a housing-related statutory obligation.**

First priority for grant and consultant support will be for projects fulfilling a housing-related statutory obligation, including the on-going implementation of Goal 10 and related provisions. Funding will be awarded in consideration of statutory applicability, deadlines, and local capacity to fulfill statutory requirements. Examples of projects include, but are not limited to projects in which a local government is required to:

- Develop a housing capacity analysis in accordance with ORS 197.296 or ORS 197.297 and OAR chapter 660, divisions 7 and 8.  
*Please note: DLCD recommends against a city commencing a housing capacity analysis in the 2023-25 biennium as administrative rules will be updated by January 1, 2025, consistent with House Bill 2001 (2023 Session). If your city has an upcoming HCA deadline, please contact the housing team.*
- Adopt a housing production strategy in accordance with ORS 197.290 and OAR chapter 660, division 8.
- Adopt a housing coordination strategy in accordance with House Bill 2001 (2023 Session).
- Amend local development codes to comply with the provisions of ORS 197.758 allowing middle housing.
- Amend local development codes to comply with other housing-related statutory requirements, including:
  - ORS 197.307 – clear & objective requirements
  - ORS 197.312 – accessory dwellings
  - ORS 197.314 – manufactured/prefabricated housing
  - Other housing-related statutory requirements
- Amend an Urban Growth Boundary when a housing need is identified in a housing capacity analysis.

## **2. The project facilitates housing production, affordability, and choice where it is needed most.**

Additional prioritization will be given to projects that substantially encourage housing production, affordability, and choice, especially in communities facing severe disparities in cost burden and other housing outcomes. This includes prioritization for smaller, capacity-constrained jurisdictions seeking to support housing production. Examples of potential projects include, but are not limited to:

- Any project included in criterion #1 that is not statutorily required.
- Develop or adopt a plan or action that facilitates housing production, affordability, and choice, such as a code audit/amendment, local affordable housing funding strategy, or local program related to housing.
- The adoption of urban reserves to facilitate future Urban Growth Boundary amendments where a need is identified.
- Facilitate an Urban Growth Boundary land exchange to bring land into the UGB that is more likely to support the development of needed housing.
- Adopt or amend a concept area & development readiness plan that enables and facilitates housing production in an identified area within an Urban Growth Boundary.

## **3. The project emphasizes fair and equitable housing outcomes.**

Additional prioritization will be given to projects that emphasize equitable outcomes & engagement and affirmatively further fair housing, which means:

“meaningful actions that, when taken together, address significant disparities in housing needs and access to opportunity and replace segregated living patterns with truly integrated and balanced living patterns to transform racially and ethnically concentrated areas of poverty into areas of opportunity and foster and maintain compliance with civil rights and fair housing laws.”

## **3. Project Description**

The *approach, budget (if requesting a direct grant), products, and timing* are defined for every task and are reasonable considering the benefits of the project and the work proposed is reasonably likely to achieve the project objectives.

A sample work program is provided as a template that jurisdictions may use for this purpose. If an applicant expects the project to look substantially similar to the template, they do not need to submit a separate project scope. However, if the applicant expects the project to include significant differences from the provided templates, they must submit a project scope thoroughly tailored to the expected work for the project (see the attached application for detail on what to include).

Priority will be given to proposals that provide detailed project descriptions with well-defined tasks, products, and timelines.

#### 4. Grantee Capacity

The application and past performance on grant-funded projects (where applicable) demonstrate that there is *adequate local capability* to successfully manage the project. Past performance on grant-funded projects will affect the prioritization of submitted proposals.

#### 5. Leverage

The applicant demonstrates commitment to the project through contribution of *matching contributions*. Matching funds are *not mandatory* for an application to be successful, but a demonstration of local commitment can tip the balance in favor of some proposals. Matching funds do not need to be from the applicant's budget – they could come from another state agency, a federal agency, or a foundation. In-kind and other non-cash match are also considered, such as staff time dedicated to a project.

### **REVIEW PROCESS**

Applications will be reviewed considering the evaluation criteria explained above. The department will award those applications that best satisfy these criteria.

The department will notify applicants of award decisions at the earliest time possible. To start projects as soon as possible, DLCD is aiming to notify applicants of award decisions within 30 days, but this is subject to change. Unsuccessful applications may be reconsidered if additional assistance becomes available.

Once awards are determined, the DLCD grant manager will work closely with the grantee to complete the scope of work and execute a grant agreement. Again, this will be completed at the earliest time possible; it usually takes 60 to 90 days after the award to complete a grant agreement and several months to execute a contract with a DLCD-provided consultant. DLCD staff aims to **execute grant agreements by approximately November 1, 2023 and consultant contracts by January 1, 2024**. This process can take longer depending on the complexity of the scope of work.

### **ELIGIBLE COSTS**

Grant funds may be expended only for direct project-related costs associated with the funded project. Eligible costs include salary of staff assigned to the project, consultant fees, postage, supplies, and printing. Equipment purchases and indirect costs, including general administrative overhead and software costs, are not eligible.

**Costs incurred prior to signing a grant agreement are not eligible project costs.** This includes costs of preparing the grant application, preparing a statement of work for the grant agreement, and any other work completed before grant agreement execution.

Grant funds are provided on a reimbursement basis for products in accordance with the reimbursement schedule specified in the grant agreement.

**APPLICATION INSTRUCTIONS**

**1. Complete the grant application.** Be specific and thorough in describing all proposed grant products as described in the application form. Submit application materials **by July 31, 2023** to:

By e-mail to: [DLCD.GFGrant@dlcd.oregon.gov](mailto:DLCD.GFGrant@dlcd.oregon.gov)

*Please note that we will not be accepting applications by mail. If your jurisdiction requires special accommodations, please reach out to a Grant Program Contact as soon as possible.*

**2. Include a resolution or letter from the governing body of the city or county demonstrating support for the project.** The application must include a resolution or letter from the governing body of the city or county demonstrating support for the project. If the applicant is a regional entity proposing a joint project including multiple local governments, a letter from the local government governing body or administrator with authorization to execute intergovernmental agreements supporting the application may be included in lieu of a resolution. The letter of support may be received by DLCD after the application submittal deadline, but it must be received before planning assistance is awarded.

3. DLCD will confirm receipt of applications by e-mail, review applications promptly, contact applicants if additional information is needed to complete review, and notify applicants of our decision.

**Important Planning Assistance Dates**

<b>Date</b>	<b>Planning Assistance Milestone</b>
June 1, 2023	Application period opens; materials distributed
June 5, 2023   10:30a – 12p	Open Forum for follow-up question & answer <a href="#">Zoom link</a>   Meeting ID: 265 799 1542   Passcode: 664570
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