



City Council Meeting Agenda
Tuesday, February 13, 2024
6:00 p.m. – Work Session Meeting
7:00 p.m. – City Council Regular Meeting

REVISED 02/08/2024

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, February 12th** to claudia.cisneros@mcminnvilleoregon.gov
- If appearing via telephone only please sign up prior by **12 p.m. on Monday, February 12th** by emailing the City Recorder at 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

CITY COUNCIL WORK SESSION & REGULAR MEETING:

You may join online via Zoom Meeting:

<https://mcminnvilleoregon.zoom.us/j/84818837192?pwd=anjCUhvxPBWY7vAqeDjIX3QFd7dwMP.1>

Zoom ID: 848 1883 7192

Zoom Password: 889274

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

ID: 848 1883 7192

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

1. CALL TO ORDER
2. CAMPAIGN FINANCE ORDINANCE DISCUSSION
3. ADJOURNMENT OF WORK SESSION

7:00 PM – REGULAR COUNCIL MEETING – VIA ZOOM AND SEATING AT CIVIC HALL

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. PUBLIC HEARING

- a. Public Hearing to consider **Resolution No. 2024-06**: A Resolution to submit an application for a McMinnville 2024 Housing Rehabilitation Community Development Block Grant (CDBG) to the Oregon Business Development Department (OBDD), and appointing Community Development Director, Heather Richards, as both the project and environmental review certifying officer.

5. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports
 - i. Cable Franchise Renewal Update (staff report and memo in packet)

6. CONSENT AGENDA

- a. Consider the request from Gerald's LLC for Full on-premises commercial, OLCC Liquor License located at 1135 SW Baker Street.
- b. Consider the request from Mikey's Pizza Inc. dba: Joysticks Arcade & Eatery for Full on-premises commercial, OLCC Liquor License located at 211 NE 3rd Street.
- c. Consider the request from Stoney Wines for Winery 2nd Location, OLCC Liquor License located at 475 NE 17th Street.
- d. Consider the request from Celestial Hill Vineyard LLC dba: Celestial Hill for Winery 3rd Location, OLCC Liquor License located at 525 NE 3rd Street. **(Added on 02.08.2024)**

7. NEW BUSINESS

- a. Motion to Authorize City Manager to execute the Intergovernmental Agreement between the City of McMinnville and Yamhill County for Expanded Community Outreach Services.

8. RESOLUTION

- a. Consider **Resolution No. 2024-08**: A Resolution appointing Debbie Harmon Ferry and Meredith Maxfield as representatives of the City of McMinnville Budget Committee.
- b. Consider **Resolution No. 2024-06**: A Resolution to submit an application for a McMinnville 2024 Housing Rehabilitation Community Development Block Grant (CDBG) to the Oregon Business Development Department (OBDD), and appointing Community Development Director, Heather Richards, as both the project and environmental review certifying officer.

9. ADJOURNMENT OF REGULAR MEETING



STAFF REPORT

DATE: February 13, 2024
TO: Mayor and City Councilors
FROM: David Ligtenberg, City Attorney
SUBJECT: Campaign Finance & Disclosure Requirements
STRATEGIC PRIORITY & GOAL:



CITY GOVERNMENT CAPACITY

Strengthen the City's ability to prioritize & deliver municipal services with discipline and focus.

OBJECTIVE/S: Strengthen the City's ability to prioritize and deliver municipal services with discipline and focus.

Report in Brief: In 2020, based on aspects of the political climate and campaign finance efforts in Portland and Multnomah County, the City of McMinnville adopted Campaign Finance & Disclosure Requirements, codified at MMC 2.10 (**Attachment A**). Such reforms may have been outsized for any campaign issues facing the City, and potentially redundant based on current State standards and a future likelihood of additional State action on the same issue. Additionally, staff time and resources have been significantly burdened in the past elections under this system and would benefit from reconsidering its necessity.

Background:

After discussions regarding campaign finance reform issues, actions being taken by other jurisdictions, ongoing judicial review at the time, and statewide legislation approved in 2019, the City Council adopted Ordinance 5092 in April of 2020. This ordinance established campaign finance disclosure requirements for city candidate elections. In August of 2020, Ordinance 5096 followed, removing the required minimum civil penalties, and allowing greater discretion in the implementation of the ordinance by City staff.

Discussion:

Staff requests the reconsideration of the City's campaign finance provisions largely because of the administrative burden of the current system. Both Portland and Multnomah County are equipped to handle such a system (Portland through its auditor, Multnomah County through its Elections Division). The City of McMinnville does not have the same staff resources and places the burden of investigating campaign finance claims and enforcement entirely on the Finance Director.

The Finance department estimates between \$800 and \$1500 in fixed staff time costs during an election cycle, with an estimated \$55 per campaign finance question fielded by staff and \$2000 per official complaint response. Despite the modest cost, the greatest potential for staff burden comes from the opportunity cost in mandated complaint investigation timelines. The code requires notice to all objects

of a complaint within two business days, acceptance of evidence for 10 business days following the notice, and investigation and rendered decision within 10 business days of the close of the material submission period. Each of these timelines are cut in half during the 30 days immediately prior to the election in question.

Additionally, to Staff's knowledge, no other jurisdictions in the state have taken up comparable campaign finance reforms. While this may be attributable, in part, to similar burdens and situations as described above, it likely also stems from State-level movement on campaign finance laws. As noted above, statewide legislation on the issue was approved in 2019, and prior to walk-outs in 2023 the issue had gained significant traction. Indications of the State-level treatment of these issues are that the City's own code would likely be rendered redundant.

Finally, at nearly four years and two election cycles since the passage of these ordinances, the timing is ideal to consider whether the initial goals are being achieved by these reforms.

Attachments:

A: MMC 2.10, as implemented by Ordinance §§ 5092 & 5096.

Recommendation:

Staff respectfully recommends that the Council direct Staff to prepare a report and Ordinance repealing all Campaign Finance and Disclosure Requirements of Chapter 2.10 of the Municipal Code.

Alternatively, the Council may request Staff prepare a report and Ordinance with other modifications to Chapter 2.10 of the Municipal Code.

Attachment A

Chapter 2.10 CAMPAIGN FINANCE AND DISCLOSURE REQUIREMENTS

Sections:

- 2.10.010** Contributions in city of McMinnville candidate elections.
- 2.10.020** Expenditures in city of McMinnville candidate elections.
- 2.10.030** Timely disclosure of large contributions and expenditures.
- 2.10.040** Coordination with public funding of campaigns.
- 2.10.050** Implementation and enforcement.
- 2.10.060** Adjustments.
- 2.10.070** Severability.
- 2.10.080** Definitions.

2.10.010 Contributions in city of McMinnville candidate elections.

A. Individuals shall have the right to make contributions by payroll deduction by any private or public employer upon the employer's agreement or if such deduction is available to the employees for any other purpose. (Ord. 5096 §1 (Exh. A (part)), 2020; Ord. 5092 §1 (Exh. A (part)), 2020).

2.10.020 Expenditures in city of McMinnville candidate elections.

A. An entity shall register with the Oregon Secretary of State as a political committee under Oregon law within three business days of making aggregate independent expenditures exceeding \$750.00 in any election cycle to support or oppose one or more candidates in any city of McMinnville candidate election. (Ord. 5096 §1 (Exh. A (part)), 2020; Ord. 5092 §1 (Exh. A (part)), 2020).

2.10.030 Timely disclosure of large contributions and expenditures.

A. Each communication to voters related to a city of McMinnville candidate election shall prominently disclose the true original sources of the contributions and/or independent expenditures used to fund the communication, including:

1. The names of any political committees and other entities that have paid to provide or present it.
2. For each of the five dominant contributors providing the largest amounts of funding to each such political committee or entity in the current election cycle:
 - a. The name of the individual or entity providing the contribution.
 - b. The types of businesses from which the maker of the contribution has obtained a majority of income over the previous five years, with each business identified by the name associated with its six-digit code of the North American Industry Classification System (NAICS).
3. For each of the largest five dominant independent spenders paying to provide or present it:
 - a. The name of the individual or entity providing the independent expenditure.
 - b. The types of businesses from which the maker of the independent expenditure has obtained a majority of income over the previous five years, with each business identified by the name associated with its six-digit code of the NAICS.

B. If any of the five largest dominant contributors or dominant independent spenders is a political committee (other than a small donor committee) or nonprofit organization, the prominent disclosure shall include its top three funders during the current election cycle.

C. The disclosure shall be current to within 10 business days of the printing of printed material or within five business days of the transmitting of a video or audio communication. (Ord. 5096 §1 (Exh. A (part)), 2020; Ord. 5092 §1 (Exh. A (part)), 2020).

2.10.040 Coordination with public funding of campaigns.

A candidate participating in a government system of public funding of campaigns may receive any amount that such system allows a participating candidate to receive. (Ord. 5096 §1 (Exh. A (part)), 2020; Ord. 5092 §1 (Exh. A (part)), 2020).

2.10.050 Implementation and enforcement.

- A. The provisions of this chapter shall take effect on May 1, 2020.
- B. Each violation of any provision in this chapter shall be punishable by imposition of a civil fine which is not more than 20 times the amount of the unlawful expenditure or independent expenditure at issue.
- C. Any person may file a written complaint of a violation of any provision in this chapter with the city finance director.
- D. The city finance director, otherwise having reason to believe that a violation of any provision has occurred, shall issue a complaint regarding such violation.
- E. Upon receipt or issuance of a complaint, the city finance director:
 - 1. Shall examine the complaint to determine whether a violation has occurred and shall make any investigation necessary.
 - 2. Within two business days of receiving or issuing a complaint, shall issue a notification, including a copy of the complaint, to every person who is the object of the complaint.
 - 3. Shall accept written materials supporting or opposing the complaint for a period of 10 business days following any such notification.
 - 4. Shall render a decision on the complaint within 10 business days of the close of the material submission period.
- F. If the complaint is received or issued within 30 calendar days of the date of the election involving the object of the complaint, then all time periods stated in subsections [\(E\)\(3\)](#) and [\(E\)\(4\)](#) of this section shall be reduced by one-half.

- G. The city finance director may issue subpoenas to compel the production of records, documents, books, papers, memoranda or other information necessary to determine compliance with the provisions of this chapter.
- H. Upon finding a violation of the requirement for timely disclosure set forth in Section [2.10.030](#), the city finance director shall determine the true original sources of the contributions and/or independent expenditures used to fund the communication at issue and shall immediately issue a statement to all interested parties and news organizations containing all of the information about the involved donor(s) required by Section [2.10.030](#).
- I. The complainant or any person who is the object of the complaint may, within 30 calendar days of the issuance of the decision, appeal that order to the appropriate circuit court as an agency order in other than a contested case.
- J. The decision in the matter shall be deemed final, following completion of any judicial review. Such decision shall be enforced by the city of McMinnville. If the decision is not enforced within 30 calendar days of the decision becoming final, the complainant may bring a civil action in a representative capacity for the collection of the applicable civil penalty, payable to the city of McMinnville, and for any appropriate equitable relief. (Ord. 5096 §1 (Exh. A (part)), 2020; Ord. 5092 §1 (Exh. A (part)), 2020).

2.10.060 Adjustments.

All dollar amounts shall be adjusted on January 1 of each odd-numbered year to reflect an appropriate measure of price inflation, rounded to the nearest dollar. (Ord. 5096 §1 (Exh. A (part)), 2020; Ord. 5092 §1 (Exh. A (part)), 2020).

2.10.070 Severability.

For the purpose of determining constitutionality, every section, subsection and subdivision of this chapter, at any level of subdivision, shall be evaluated separately. If any section, subsection or subdivision at any level is held invalid, the remaining sections, subsections and subdivisions shall not be affected and shall remain in full force and effect. The courts shall sever those sections, subsections and subdivisions necessary to render this chapter consistent with the

United States Constitution and with the Oregon Constitution. Each section, subsection and subdivision thereof, at any level of subdivision, shall be considered severable, individually or in any combination. (Ord. 5096 §1 (Exh. A (part)), 2020; Ord. 5092 §1 (Exh. A (part)), 2020).

2.10.080 Definitions.

Unless otherwise indicated by the text or context of this chapter, all terms shall have the definitions at Chapter [260](#) ORS, as of January 1, 2018. Terms found therein or defined below are capitalized in this chapter.

“Candidate” has the meaning set forth at ORS [260.005\(1\)](#).

“Candidate committee” has the meaning set forth at ORS [260.039](#) through [260.041](#), as of November 8, 2016, for the term “principal campaign committee.”

“City of McMinnville candidate election” means an election, including a primary election, to select persons to serve (or cease serving) in public offices of the city of McMinnville.

“Communication” means any written, printed, digital, electronic or broadcast communications but does not include communication by means of small items worn or carried by individuals, bumper stickers, small signs, or a distribution of 500 or fewer substantially similar pieces of literature within any 10-business-day period.

“Contribution” has the meaning set forth at ORS [260.005\(3\)](#) and [260.007](#), as of November 8, 2016, except it does not include:

1. Funds provided by government systems of public funding of campaigns; or
2. Providing rooms, phones, and internet access for use by a candidate committee free or at a reduced charge.

“Dominant contributor” means any individual or entity which contributes more than \$1,000 during an election cycle to a candidate committee or political committee.

“Dominant independent spender” means any individual or entity which expends more than \$1,000 during an election cycle to support or oppose a particular candidate.

“Election cycle” means:

1. Generally, the period between an election at which a candidate is elected and the next election for that same office, disregarding any intervening primary or nominating election, any recall election, or any special election called to fill a vacancy.
2. For any recall election: the period beginning the day that the recall election is called or declared and ending at midnight of the day of the recall election.
3. For any special election called to fill a vacancy: the period beginning the day that the special election is called or declared and ending at midnight of the day of the election.

“Entity” means any corporation, partnership, limited liability company, proprietorship, candidate committee, political committee, or other form of organization which creates an entity which is legally separate from an individual.

“Expenditure” has the meaning set forth at ORS [260.005\(8\)](#) and [260.007](#), as of January 1, 2018, except that:

1. It does not include a communication to its members, and not to the public, by a membership organization not organized primarily for the purpose of influencing an election.
2. The exception in ORS [260.007\(7\)](#) does not apply.

“General election period” means the period beginning the day after the biennial primary election and ending the day of the biennial general election.

“Individual” means a citizen or resident alien of the United States entitled to vote in federal elections; however, when this chapter expresses a limitation or prohibition, “individual” means any human being.

“Membership organization” means a nonprofit organization, not formed or operated for the purpose of conducting or promoting commercial enterprise, which has individual members who have taken action to join the organization and have made a payment of money or volunteer time to maintain membership in the organization.

1. It cannot have commercial enterprises as members.

2. It can transfer to one and only one small donor committee not more than 40 percent of the amount paid to the organization by each individual member, with a limit of \$100.00 transferred per individual member per calendar year.

3. It shall within 30 calendar days of any such transfer notify each paying member of the amount transferred, expressed in dollars or as a percentage of the member's amount paid to the organization. Such notice may be provided by regular mail or electronic mail to each affected member or by posting the information on the organization's main website. If the amount transferred is the same for each member or category of members (in dollars or in percentage of amount paid), the posting may state that amount or percentage without identifying individual members.

"Primary election period" means the period beginning on the twenty-first day after the preceding biennial general election and ending the day of the biennial primary election.

"Prominently disclose" means that the disclosure shall be readily comprehensible to a person with average reading, vision, and hearing faculties, with:

1. Any printed disclosure appearing in a type of contrasting color and in the same or larger font size as used for the majority of text in the printed material;
2. Any video disclosure remaining reading on the regular screen (not closed captioning) for not less than four seconds;
3. Any finance directory disclosure spoken at a maximum rate of five words per second;
4. Any website or email message in type of a contrasting color in the same or larger font size as used for the majority of text in the message;
5. Any billboard or sign other than a small sign: in type of a contrasting color and not smaller than 10 percent of the height of the billboard or sign.

"Small donor committee" means a political committee which has never accepted any contributions except from individuals in amounts limited to \$100.00 per individual contributor per calendar year.

"Small sign" means a sign smaller than six square feet. (Ord. 5096 §1 (Exh. A (part)), 2020; Ord. 5092 §1 (Exh. A (part)), 2020).

This is a nonfinal proof copy of the McMinnville Municipal Code for customer review only. It should not be relied upon for any purpose.

The McMinnville Municipal Code is current through Ordinance 5111, passed March 8, 2022.

Disclaimer: The city recorder's office has the official version of the McMinnville Municipal Code. Users should contact the city recorder's office for ordinances passed subsequent to the ordinance cited above.

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

[City Telephone: \(503\) 434-2342](tel:(503)434-2342)

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From: [Mayor Remy Drabkin](#)
To: [Randy Kessler](#)
Cc: [Claudia Cisneros](#); [Jeff Towery](#)
Subject: Re: Hamas-Israel War: Resources & How to Help
Date: Friday, February 2, 2024 10:23:27 AM

Randy,

Thank you for reaching out. We do not put Federal decisions on our business agenda.

Mayor Remy Drabkin
City of McMinnville, OR
971-901-2084
Sent from a mobile device, please excuse any typos

From: Randy Kessler [REDACTED]
Sent: Thursday, February 1, 2024 10:11:41 PM
To: Mayor Remy Drabkin <Remy.Drabkin@mcminnvilleoregon.gov>; Sal Peralta <Sal.Peralta@mcminnvilleoregon.gov>; Chris Chenoweth <Chris.Chenoweth@mcminnvilleoregon.gov>; Kellie Menke <Kellie.Menke@mcminnvilleoregon.gov>; Zack Geary <Zack.Geary@mcminnvilleoregon.gov>; Adam Garvin <Adam.Garvin@mcminnvilleoregon.gov>; Jessica Payne <Jessica.Payne@mcminnvilleoregon.gov>
Subject: Hamas-Israel War: Resources & How to Help

This message originated outside of the City of McMinnville.

Dear McMinnville City Leaders,

I head the Northwest office of a nonpartisan global nonprofit that educates about Israel and fights antisemitism. We have seen the Hamas-Israel war become a topic of debate in city councils across the State of Oregon, and I would like to present some information for you to consider in the event this becomes a serious discussion at your city.

You already know of the October 7th Hamas massacre in Israel that plunged the region into war. Hamas terrorists brutally murdered over 1,200 people in Israel, and in many cases [tortured and raped](#) their victims; Over 10,000 people have been wounded, 200,000 Israelis have been displaced from their homes, and over 11,500 rockets have been fired at Israeli homes and families since the war began. Hamas also took 250 people hostage on October 7th, and continues to hold nearly 130 of them in Gaza (including Americans). In the weeks since then, Hamas leaders [have promised to repeat](#) the atrocities of October 7th over and over again until Israel is destroyed. That's what led Israel to declare war.

You also know that thousands of Palestinians have been killed in this horrific war, as Israel fights terrorist groups that have deeply embedded themselves among the civilian population in Gaza. This is a tragedy with no end in sight because Israel has a duty to stop Hamas from ever being able to repeat October 7th, while Hamas [refuses to surrender](#) and militarizes everything from schools and homes to mosques and [hospitals](#). Israel does not target civilians; it has identified safe corridors and zones via airdropped leaflets and other means, and it has allowed humanitarian supplies to enter Gaza. Conversely, Hamas has [violently prevented civilians from using safe corridors](#), and it has [stolen much of the humanitarian aid](#) to use in its war effort.

In response, some city councils have passed resolutions condemning Israel and/or supporting an unconditional ceasefire. While humanitarian aid for civilians in Gaza is essential, Hamas will not honor any ceasefire, so a ceasefire would bind only Israel and enable Hamas to continue its atrocities, keep any hostages, remain in control of Gaza and make a terrible situation worse.

It's a thorny issue. And since foreign policy is the responsibility of the federal government, I urge you to resist pressure on your city government to take a stand on this or any other foreign policy issue.

Along with President Biden and [the overwhelming majority](#) of both Republican and Democratic Senators and Congressional representatives, you should recognize that Hamas -- a [genocidal terror group](#) openly committed to Israel's annihilation -- is at fault and could end this tomorrow by surrendering and releasing the hostages.

Misinformation about Israel is rampant and often spread maliciously. As a nonpartisan Israel education organization, we would like to offer you [an accurate summary](#) of key points about the Hamas-Israel war and its history. We can also advise you about what your city government can do to help people affected by this crisis, rather than making a bad situation worse.

Three actions you can take today are:

1. **Resist pressure to take a city government position on this war.** If this debate does come to city council, familiarize yourself with the IHRA definition and call out any antisemitic rhetoric in your chambers. Familiarize yourself as well with the basic historical facts: Jews are indigenous to Israel and have lived there for over 3,000 years. After defeating Arab armies' wars to exterminate the Jewish state (in 1948, 1967 & 1973), Israel has since made peace with several Arab states. Israel

has made peace offers to the Palestinians for 75 years, and Palestinian leaders have rejected each one and refuse to live alongside a Jewish state within any borders. If your council does choose to call for a ceasefire, please condition it on the return of all the hostages and on Hamas no longer having control of Gaza.

2. **Pass a resolution to condemn antisemitism and to formally adopt the [IHRA Working Definition of Antisemitism](#).** This will send a strong message of support, while also assisting law enforcement in determining if a crime had antisemitic intent or not. This is the definition used by the U.S. Departments of [State](#) and [Education](#), and has been supported and expanded by bipartisan administrations. With antisemitic acts up over 300% since October 7, the Jewish community welcomes the support.
3. **Reach out to us** if you would like to learn more about the Jewish experience, Israel, or the conflict. We have a wealth of educational resources, and also would be happy to spend time with you individually or as a group discussing these issues.

Thank you for your time and consideration. May we see more peaceful times in 2024.

Best Regards,

Randy Kessler

Regional Director

StandWithUs Northwest

Direct [REDACTED]

From: [McMinnville Task Force](#)

To: [Claudia Cisneros](#)

Subject: For 2/13 packet

Date: Monday, February 5, 2024 9:41:52 AM

Attachments: [We sent you safe versions of your files.msg](#)

[McMinnville Community Task Force Letter to Mayor Drabkin January 30, 2024.pdf](#)

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

This message originated outside of the City of McMinnville.

We would like to have the following submitted into the council packet for 2/13 for some clarification.

I hope you're feeling better.

Thanks

Kim Morris

McMinnville Community Task Force

January 30, 2024

To Mayor Drabkin,

Thank you for reconsidering and allowing the "Safe Zone 4 Kids" initiative to be discussed at the February 21, City Council work session. Your openness to allow this on the agenda is a positive step forward, and we anticipate that this discussion will contribute to addressing camping issues and safety concerns for children in our community. We are optimistic that McMinnville can join the ranks of cities across Oregon and the nation that have successfully implemented this initiative while adhering to Federal and State camping ordinances.

During the City Council meeting on January 23, 2024, you addressed the communication between the McMinnville Community Task Force and yourself, specifically mentioning that the Task Force had requested to **"Close the Parks"** last spring. It's crucial to clarify that our Task Force did not make any such request to **"Close the Parks"**.

On March 23, 2023, we sent a letter to the City Council in response to concerns raised by numerous citizens, a copy of which you received. We never asked for the parks to be completely closed, as they are integral to our community. When the city decided to ban recreational vehicle parking in all city parks on June 1, 2023, we supported the new city administrative change. This included our commitment to securing signed Trespass Enforcement Agreements from businesses around town and distributing educational flyers. A copy of our March 23rd letter is attached for your factual reference.

Furthermore, your statement, **"...and the intent, as I understood it, was that the community group was meant to be nimble and responsive and do community-oriented actions, not a policy suggesting board..."** was never conveyed as an expectation to our Task Force. We want to clarify that we were never asked by you, nor did we agree to limit our avenues to achieve this goal. Despite numerous written and verbal invitations extended for you to join discussions, meetings, and collaborate with us, unfortunately, there has been no response. A conversation with you would have provided valuable insights into your expectations and facilitated better understanding of what you expected the Task Force to do.

Denying citizens the opportunity to engage in discussions and collaborate on issues crucial to the community's safety and well-being goes against the principles of a healthy democracy. Citizen participation has consistently proven essential in initiating positive changes and creating a collective responsibility for improvement. Our primary goal, has always been the safety and well-being of our community. Recognizing the complexity of managing community affairs, our Task Force maintains an unwavering commitment to the safety of our town and its citizens, particularly concerning children and local businesses.

We believe that when a community comes together and has the opportunity to openly engage with elected city officials and leaders in respectful dialogue, and collaborates to address shared concerns, it thrives in its collective strength. Together, we can forge a safer, more vibrant future for McMinnville, a community that holds profound importance to us all.

Our next Task Force meeting is scheduled for Tuesday, February 13th from 3:00-5:00pm at the Fire Department. As always, we extend an invitation for you to join us and we hope this could mark the beginning of a renewed relationship. Our extensive research on the "Safe Zone 4 Kids" initiative has involved discussions with elected officials and other city leaders from various towns across the state. We would be delighted to share our findings and insights with you. Alternatively, if you prefer, we are more than happy to arrange a meeting with our camping committee at a time convenient for you.

We hope you will accept our invitation to join us on February 13th. We look forward to hearing from you.

Respectfully,

The McMinnville Community Task Force

To McMinnville City Council,

The McMinnville Community Task Force has three items we would like to respectively submit for consideration to the City Council based on several meetings, in addition to numerous community concerns that have been voiced to our group.

I. **JOE DANCER PARK:**

There is an urgent and immediate need to address the Recreational Vehicle parking in Joe Dancer Park. The homeless and transient activity has created a major concern with the safety of children, families and citizens, who enjoy using the park and attend youth activities. The cleanup and maintenance resources that are required by allowing RV's and trailers in the park, have put a strain on the Parks and Recreation Staff. There is a significant amount of garbage, needles, feces, urine and campfire debris. The safety of our community, in addition to Youth Programs in the park must be protected.

We propose two simple solutions:

- a. Closing the gates when the Athletic Fields are not in use.
This will eliminate daytime camper migration to the park, when leaving their overnight location.
- b. Ban all Recreational Vehicles from Joe Dancer completely, at this time.

2. **ENFORCE MOTOR VEHICLE LAWS:**

We respectfully request that McMinnville Police Department enforce all existing Camping and Parking Ordinances to the fullest. During our Task Force meeting with Chief Scales, we all agreed it is imperative to enforce Oregon Department of Motor Vehicles laws, as per ORS 806.010 and ORS 809.720 such as:

- a. Current and Valid Driver's License
- b. Current Vehicle Registration
- c. Valid License Plate and Tags
- d. Valid Vehicle Insurance

3. **POLICE ENFORCEMENT INCREASE:**

We respectfully request that the McMinnville Police Department enforce the Camping Ordinances and Laws consistently seven (7) days a week. Per our meeting with Chief Scales, it has been monitored Monday-Friday, but not always enforced on the weekends when Officer Heidt is off duty.

Thank you for your consideration to improving the safety of our community and enforcing the already existing laws. We appreciate your time and service to McMinnville and look forward to hearing from a council or staff representative in a timely manner.

Respectfully,

The McMinnville Community Task Force

cc: susan.muir@mcminnvilleoregon.gov
cc: matt.scales@mcminnvilleoregon.gov

Added on 03.29.2023

ENTERED INTO THE RECORD
DATE RECEIVED: 03/27/2023
SUBMITTED BY: Kim Morris
SUBJECT: Agenda Item 4. Public
Amended on 03.29.23



STAFF REPORT

DATE: February 13, 2024
TO: Mayor and City Councilors
FROM: Heather Richards, Community Development Director
SUBJECT: Resolution No. 2024-06, Applying for a CDBG Housing Rehabilitation Grant

STRATEGIC PRIORITY & GOAL:



HOUSING OPPORTUNITIES (ACROSS THE INCOME SPECTRUM)

Create diverse housing opportunities that support great neighborhoods.

OBJECTIVE/S: Collaborate to improve the financial feasibility of diverse housing development opportunities

Report in Brief:

This is a public hearing to consider Resolution No. 2024-06 supporting an application to the State Community Development Block Grant program for \$500,000 for a McMinnville Housing Rehabilitation Program and to appoint Heather Richards, Community Development Director as both the project and environmental review certifying officer.

The City is required to hold a public hearing to take comments from citizens on both the community development and housing needs in the city and the proposed 2024 McMinnville Housing Rehabilitation Grant project.

Background:

The Yamhill County Housing Rehabilitation Program has assisted lower income homeowners throughout the county to make necessary repairs and upgrades to their homes since 1980. The program is funded largely through Community Development Block Grants (CDBG) that are awarded to local jurisdictions by Business Oregon, Oregon's Business Development Department.

These grants are administered by the Yamhill County Affordable Housing Corporation (YCAHC) and its agent, the Housing Authority of Yamhill County (HAYC) in partnership with the City of McMinnville.

Discussion:

The City of McMinnville has partnered with YCAHC on this program, both in 2014 and 2019, providing critical housing repair grants to 77 homes. Projects address immediate health, safety or accessibility issues.

These repairs allow lower-income families to remain in their homes, which is especially critical as McMinnville experiences exponentially rising housing costs and displacement of lower-income families from the housing market.

YCAHC and HAYC are interested in submitting a 2024 CDBG application for \$500,000, on behalf of the City of McMinnville for housing rehabilitation projects for low-income households.

There are currently more than 123 households on a waiting list for the program.

The proposed activities of this project are not likely to result in the displacement of any persons or businesses. If Displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low and moderate-income housing which is demolished or converted to another use will be replaced.

For the Housing Authority of Yamhill County to apply for the grant, the City of McMinnville needs to host a public hearing and appoint a certifying officer for the program. It is recommended that Heather Richards, Community Development Director, serve as the certifying officer. She has been a member of the board of the YCAHC for approximately six years and served as the certifying officer for the 2019 grant.

Attachments:

Resolution No. 2024-06

Fiscal Impact:

This program will bring \$500,000 of grant funds to the city of McMinnville to help rehabilitate housing for McMinnville's families in need. The Housing Authority of Yamhill County will administer and manage the program.

Recommendation:

Staff recommend approval of the Resolution.

"I move to approve Resolution No. 2024-06."

RESOLUTION NO. 2024-06

A Resolution to submit an application for a McMinnville 2024 Housing Rehabilitation Community Development Block Grant (CDBG) to the Oregon Business Development Department (OBDD), and appointing Community Development Director, Heather Richards, as both the project and environmental review certifying officer.

RECITALS:

Whereas, the McMinnville City Council gave its unanimous support at the November 28th, 2024, council meeting to move forward with a CDBG application to provide grants to homeowners in McMinnville to repair immediate health and safety issues in their homes; and

Whereas, prior to the submission of the grant application, the city is required to hold a public hearing to take comments from citizens on both the community development and housing needs in the city and the proposed 2024 McMinnville Housing Rehabilitation Grant project; and

Whereas, on February 13th, 2024, the McMinnville City Council held a public hearing that covered the items listed in Exhibit "A" regarding the community development and housing needs in the city and the proposed submission of the CDBG application to OBDD. Notice of this public hearing was published in the News Register on January 26th, 2024; and

Whereas, formal approval to submit the grant application and appointment of the certifying officer is required from the City Council.

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

1. The City of McMinnville has a need for funds to assist low and moderate income homeowners in McMinnville with the rehabilitation of their homes.
2. The City of McMinnville supports the submission of a 2024 Housing Rehabilitation CDBG application for \$500,000.00 to OBDD in partnership with HAYC, contracting agent for YCAHC.
3. The public hearing requirements and project description, as described by HAYC and YCAHC, is attached as Exhibit "A", which is hereby adopted and by this reference incorporated. In order to fulfill grant requirements, the meeting minutes shall specifically reference the items listed in Exhibit "A" as being covered in the public hearing.

4. The City Council hereby appoints the Community Development Director, Heather Richards, as the Certifying Officer for the 2024 McMinnville Housing Rehabilitation Grant Project.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of February, 2024 by the following votes:

Ayes: _____

Nays: _____

Approved this 13th day of February 2024.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBITS:

- A. Project description, as described by HAYC and YCAHC,

EXHIBIT “A”

Public Hearing

The City of McMinnville is eligible to apply for a 2024 CDBG from the Oregon Business Development Department. CDBG funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements for persons with low and moderate incomes.

The purpose of this hearing is for the City Council of McMinnville to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low and moderate income persons, as well as other needs in the community that might be assisted with CDBG funds, and the proposed project.

Project Details

1. Approximately \$12 Million in CDBG funds will be awarded to Oregon Non-metropolitan cities and counties in 2024. The maximum grant a city or county can receive is \$2,500,000 for infrastructure projects. The maximum amount a city can receive for housing rehabilitation projects is \$500,000. If the City of McMinnville is awarded a 2024 Housing Rehabilitation CDBG, it would make up to \$500,000.00 available during fiscal years 2024 thru 2026.
2. The range of activities that may be carried out with these funds includes but is not limited to:
 - A. Lead and asbestos testing, treatment, and abatement.
 - B. Inspections, assessments, repairs and replacements of private septic tanks, drain fields, water lines, sewer lines, and wells.
 - C. Improvements necessary to meet the needs of persons with disabilities, or reasonable accommodation requests.
 - D. Improvements to upgrade substandard: electrical, plumbing, roofing, siding, insulation, windows and doors, heating systems, hot water heaters, dry rot repairs, and weatherization.
 - E. Purchase and installation of permanent fixtures such as: light fixtures, and built in appliances.
 - F. Grant Administration and Management.
3. It is estimated that the project would benefit at least 120 persons, of whom 100% will be low or moderate income.
4. The proposed activities of this project is not likely to result in the displacement of any persons or businesses. If Displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low and moderate income housing which is demolished or converted to another use will be replaced.

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STAFF REPORT

DATE: February 13, 2024
TO: Jeff Towery, City Manager
FROM: Jennifer Cuellar, Finance Director
SUBJECT: Cable Franchise Renewal Update

Strategic Priority and Goal:



CITY GOVERNMENT CAPACITY

Strengthen the City's ability to prioritize & deliver municipal services with discipline and focus.

Report in Brief:

The City of McMinnville has been negotiating with Comcast to finalize a renewed cable franchise agreement over the last year. The memo from the attorney assisting us in this work, Nancy Werner, and other information included in this staff report are the basis for our update.

Attorney Memo topics:

The attached memo gives a summary of where negotiations stand with the following issues:

1. Public Educational and Governmental (PEG) cable access capital support
2. Required extension of the cable system
3. Cable services to Public Buildings

Renewal Process Timeline:

The following is a summary of selected activities associated with the franchise renewal process:

Date	Event or Activity
1/10/2013	Comcast Franchise agreement took effect
10/6/2022	Hired Bradley Werner law firm to assist city
12/12/2022	Council voted to extend agreement from 1/9/2023 to 7/9/2023
1/18/2023	Comcast provided City with marked up franchise agreement with proposed changes for renewal
1/20/2023	City provides Comcast with requested PEG information
Jan - Mar 2023	Staff review of Comcast proposal including finance, public works, community development and information services with attorney
3/15/2023	City provides Comcast with responses to their draft proposal
Mar - Jul 2023	Comcast and City exchange iterative document edits and comments regarding selected elements of the agreement document

6/16/2023	Council voted to extend agreement from 7/9/2023 to 9/13/2023
7/26/2023	Comcast proposal to extend for 5 years
8/8/2023	Council meeting re 5 year extension proposal. While no formal action was taken, Council voiced preference to continue with franchise renewal process
8/17/2023	City provides Comcast with requested McMinnville Community Media programming information
9/13/2023	Formal franchise extension termed, Comcast agrees that the terms of the current franchise will govern their work with the City so no further formal extension has been proposed
Aug-Dec 2023	Comcast and City meet 7 times to discuss franchise renewal priority terms and conditions
2/13/2024	Council meeting re negotiations status

Other Next Steps in Process:

Comcast has requested that the City provide more in depth information on the projected PEG capital needs than has been provided to date based on the model of the Vancouver-Clark County needs assessment study done up in Washington state in 2021. The City will work with MCM and other partners and city staff to develop a more detailed 10 year plan to provide a more comprehensive road map of the community's capital needs in this vital public service communications area (Initial PEG estimates that have been shared with Comcast are included in an attachment to this document).

The City should have another meeting with Comcast on the calendar in the weeks following this public session. We are hopeful that the discussion from tonight's Council meeting will act as additional momentum for completing the negotiation process in the early months of the new year.

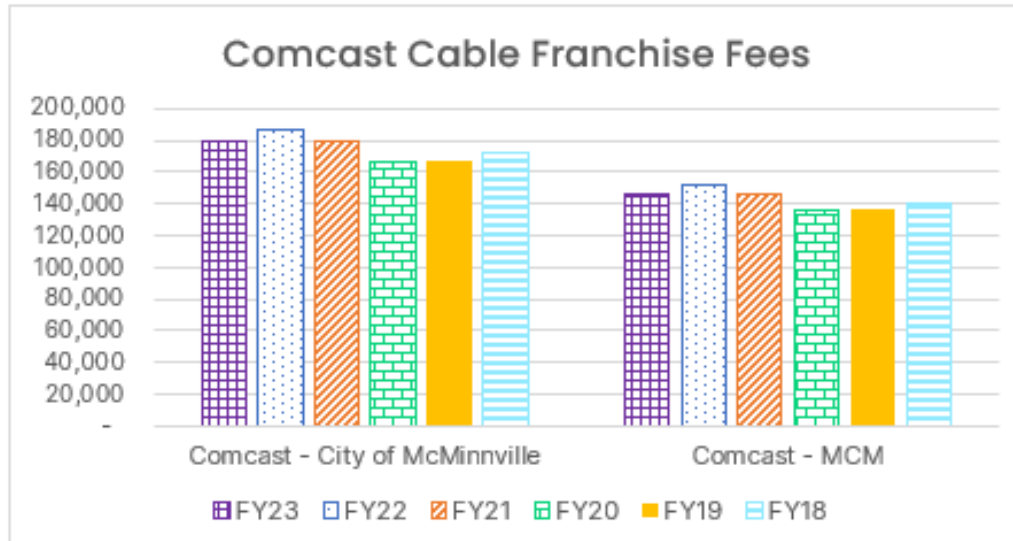
Fiscal Impact:

Cable franchise revenue is separated into two types – the franchise fee based on the cable company's use of the public right of way (it has a 5% legal maximum in federal statute) and support for PEG Access capital investments. The City of McMinnville shares the franchise fee revenue with the city's community access television station, McMinnville Community Media (MCM), with 55% staying with the city and the balance supporting the operations of MCM. PEG funds are passed through in their entirety to MCM to fund capital needs. Comcast is permitted to, and does, collect both of these funding streams from its cable tv subscribers, which are then passed through to the city.

Revenues for both franchise fees and PEG capital funding have declined in FY23 relative prior years as data on the next page shows. Early activity in the current fiscal year reflects further declines with Q1-FY24 payments for franchise is down over 10% relative Q4-FY23 with PEG funding down almost 3.5% over the same period. One of the priorities of the negotiations is to assure that franchise fees are set at the level allowed by federal law and to seek a more sustainable framework for funding capital support for community public access programming.

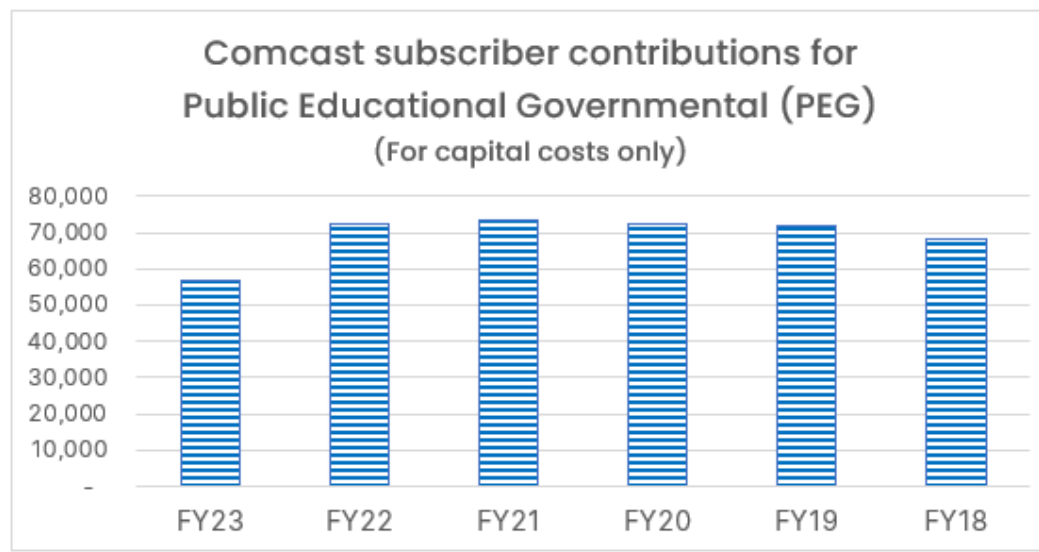
Cable Franchise Fees (5% federal maximum level)

		<u>FY23</u>	<u>FY22</u>	<u>FY21</u>	<u>FY20</u>	<u>FY19</u>	<u>FY18</u>
Comcast	General Fund (55%)	178,885	185,955	178,704	166,965	167,097	172,034
	McMinnville Community Media (45%)	146,360	152,145	146,212	136,608	136,716	140,755
Total		325,245	338,100	324,916	303,573	303,813	312,789



Cable Franchise - Public Educational Governmental (PEG) Access

	<u>FY23</u>	<u>FY22</u>	<u>FY21</u>	<u>FY20</u>	<u>FY19</u>	<u>FY18</u>
Comcast - MCM	56,790	72,600	73,548	72,394	71,809	68,216



Attachments:

1. Public Session Memo dated February 13, 2024 from Nancy Werner, Special Legal Counsel
2. McMinnville PEG information shared with Comcast in September 2023

MEMORANDUM

To: Mayor and City Councilors
From: Nancy L. Werner, Special Legal Counsel
Re: Comcast Cable Franchise Renewal Update
Date: February 13, 2024

The City has been engaged in negotiations with Comcast to renew its cable franchise agreement, which authorizes Comcast to construct and operate its cable system to provide cable service in the City. The current franchise expired on January 9, 2023, but has been extended twice. The second extension expired on September 13, 2023. Comcast continues to operate as if the franchise remains in effect.

We have made progress in the negotiations over the last year, but there are a number of outstanding issues on which we have not reached agreement. Below is a brief summary of a few policy issues yet to be resolved.

PEG Capital Support: PEG capital support is the financial support Comcast contributes to the City—which the City provides entirely to McMinnville Community Media (“MCM”)—for PEG-related capital costs as provided in the federal Cable Act. City staff, working with MCM, has assessed the future PEG capital needs and determined that a fee between 1.5% and 2% of Comcast’s gross revenues is required to meet the anticipated PEG capital costs over the franchise term. This amount would be an increase over the PEG capital fee in the current franchise, which is \$1.00 per month per subscriber. The current PEG capital fee is declining due to subscriber losses, and thus the City is seeking fee that is based on revenue rather than subscribers. In addition, MCM’s PEG capital costs over the term of the franchise exceeded the revenue from the PEG fee, which is a clear indication that the current fee is insufficient. To date, Comcast has indicated it will not agree to the amount of PEG support the City has determined is needed to support MCM.

The City also provides MCM with 2.25% of the 5% cable franchise fee the City receives from Comcast. Unlike the PEG capital fee, there is no restriction in federal law on how franchise fees may be used and thus MCM can use these funds to support its operations. The City has provided this additional support to MCM for over twenty years. The revenue MCM receives from the City’s franchise fees is well in excess of the revenue MCM receives from the PEG capital fee.

Required Extension of the Cable System: Cable franchise agreements typically address the cable company’s obligation to construct the cable system throughout the city limits and to offer service to all potential subscribers. Comcast is proposing that it not be obligated to construct its cable system to new developments or residences unless there is a minimum number of residences within a specific distance from the existing cable system. The City has indicated that ensuring service to all residents is an important priority and suggested there should be no arbitrary density threshold for service. This issue remains unresolved.

Cable Service to Public Buildings: In the current franchise, Comcast must provide free basic cable service to any municipal building or K-12 school upon the City's request, including newly constructed facilities or buildings that were not being served as of the effective date of the franchise. Comcast has stated that its new policy is to continue serving the buildings it currently serves but it will not add free services to new or different public buildings. Comcast has indicated this is a new policy based on a relatively new Federal Communications Commission rule. That rule, however, does not preclude the City from requiring Comcast to provide these services to existing and new locations, and thus Comcast's new policy is necessitated by the rule.

Other Issues: We have yet to reach agreement on final language for various important provisions of the franchise, including (among others) the definition of gross revenues on which franchise fees will be calculated, Comcast's obligation to provide records for franchise fee audits and maps of the location of its system in the rights-of-way, and PEG issues unrelated to the PEG capital fee. We received a response from Comcast on many of these issues in late January and hope to resolve them in the near future. We will provide further updates and potentially seek feedback from the Council on these issues if they remain unresolved.

McMinnville PEG information shared with Comcast 9/6/2023

Actual PEG Financial Info

	Outlay	Revenue	Sub- scriptions	Trend
FY19	117,825	83,191	6,933	3.2%
FY20	80,747	81,917	6,826	-1.6%
FY21	34,824	80,377	6,698	-1.9%
FY22	44,782	77,164	6,430	-4.2%
FY23	109,521	59,225	4,935	-30.3%
Average	77,540	76,375		

Outlay based on annual reports to Comcast

Revenue is Comcast and Ziply

Actual Franchise Fee Revenue Info

	Comcast				
	Comcast	Trend	Ziply	Total	Trend
FY19	303,813	-3.0%	61,762	365,575	-2.5%
FY20	303,573	-0.1%	54,322	357,895	-2.1%
FY21	324,916	6.6%	43,260	368,176	2.8%
FY22	338,100	3.9%	33,824	371,924	1.0%
FY23 Est	325,300	-3.9%	22,900	348,200	-6.8%

Using Franchise Fee Revenue as base for PEG will be much less volatile

Projection of PEG Financial Condition under Current Agreement

	Outlay	Revenue	Sub- scriptions	Trend
FY24	110,000	47,380	3,948	-20.0%
FY25	74,000	42,642	3,553	-10.0%
FY26	60,000	42,642	3,553	0.0% *
FY27	92,000	40,510	3,376	-5.0%
FY28	69,000	42,535	3,545	5.0% *
FY29	176,000	40,409	3,367	-5.0%
FY30	89,000	38,388	3,199	-5.0%
FY31	81,000	40,308	3,359	5.0% *
FY32	94,000	38,292	3,191	-5.0%
FY33	106,000	36,378	3,031	-5.0%
Average	95,100	40,948		

*Mitigating impact of annexed land/development of residential neighborhoods

Projection of Capital Fund Balance

FY22 Ending	117,352	From FY22 Financial Statements
25k Emerg Reserve	92,352	Financially prudent to fund an emergency capital reserve
FY23	42,056	
FY24	(20,564)	Run out of PEG funds as early as current fiscal year
FY25	(51,922)	
FY26	(69,280)	
FY27	(120,770)	
FY28	(147,235)	
FY29	(282,826)	
FY30	(333,438)	
FY31	(374,130)	
FY32	(429,838)	
FY33	(499,461)	

Final Action:

Approved ☐ Disapproved ☐

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Geraldis LLC
BUSINESS LOCATION ADDRESS: 1135 SW Baker Street
LIQUOR LICENSE TYPE: Full on-premises commercial

Is the business at this location currently licensed by OLCC

Yes

☐

No

☒

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

Hours of operation: N/A

Entertainment: N/A

Hours of Music: N/A

Seating Count: N/A

EXEMPTIONS:

(list any exemptions)

Tritech Records Management System Check: Yes ☒ No ☐

Criminal Records Check: Yes ☐ No ☒

Recommended Action: Approve ☒ Disapprove ☐



Chief of Police / Designee

City Manager / Designee



OREGON LIQUOR & CANNABIS COMMISSION
LIQUOR LICENSE APPLICATION

Turn in
To McMinnville
PD

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
 - If the premises street address is within a city's limits, the local government is the city.
 - If the premises street address is not within a city's limits, the local government is the county.
3. You can submit the application to the OLCC if:
 1. You have **WRITTEN** documentation showing the date the local government received the application or;
 2. The local government has provided you their recommendation.

ALL forms and documents must be a PDF attachment

4. **Email the PDF application that contains the local government recommendation or proof of submission** to: OLCC.LiquorLicenseApplication@oregon.gov.
5. **Do not** include any license fees with your application packet (fees will be collected at a later time).
When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.

License Request Options - Please see the general definitions of the license request options below:

- **New Outlet**: The licensing of a business that does not currently hold an active liquor license.
- **Change of Ownership**: The request to completely change the licensee of record at a licensed business.
- **Greater Privilege**: The request to change from an Off-Premises to a Limited or Full On-Premises Sales license **OR** from a Limited to Full On-Premises Sales license.
- **Additional Privilege**: The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

Additional Information

Applicant Identification: Please review [OAR 845-006-0301](#) for the definitions of "applicant" and "licensee" and [OAR 845-005-0311](#) to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per OAR 845-005-0311[6]) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

Premises Address: This is the physical location of the business and where the liquor license will be posted.

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one member or officer of the entity must sign the application.

Applicant/Licensee Representative(s): In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:

- Complete the Authorized Representative and submit with the application.

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

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: (Use the DISTT form [HERE](#))

☒ Limited On-Premises

- ☐ Off Premises
- ☐ Warehouse
- ☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT
After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received: 1/18/24

Optional: Date Stamp Received Below

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied
- ☐ No Recommendation/Neutral

Printed Name

Date

Signature

Trade Name

Final Action:

Approved ☐ Disapproved ☐

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Mikey's Pizza Inc dba: Joysticks Arcade & Eatery

BUSINESS LOCATION ADDRESS: 211 NE 3rd Street

LIQUOR LICENSE TYPE: Commercial full on-premises

Is the business at this location currently licensed by OLCC

Yes

No



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

Hours of operation: N/A

Entertainment: N/A

Hours of Music: N/A

Seating Count: N/A

EXEMPTIONS:

(list any exemptions)

Tritech Records Management System Check: Yes ☒ No ☐

Criminal Records Check: Yes ☐ No ☒

Recommended Action: Approve ☒ Disapprove ☐



Chief of Police / Designee

City Manager / Designee

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](#).

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☐ Public Passenger Carrier
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☐ For Profit Private Club
☐ Nonprofit Private Club

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Brewery

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Additional locations: ☐ 2nd ☐ 3rd

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- ☐ Primary location
Additional locations: ☐ 2nd ☐ 3rd

Grower Sales Privilege

- ☐ Primary location
Additional locations: ☐ 2nd ☐ 3rd

Distillery

- ☐ Primary location
Additional tasting locations: (Use the DISTT form [HERE](#))

☐ Limited On-Premises

☐ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

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

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received: 2/1/24

Optional: Date Stamp Received Below

- ☐ Recommend this license be granted
☐ Recommend this license be denied
☐ No Recommendation/Neutral

Printed Name

Date

Signature

Trade Name

Final Action:

Approved ☐ Disapproved ☐

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Stoney Wines
BUSINESS LOCATION ADDRESS: 475 NE 17th Street
LIQUOR LICENSE TYPE: Winery 2nd location

Is the business at this location currently licensed by OLCC

Yes

No



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

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

EXEMPTIONS:
(list any exemptions)

Tritech Records Management System Check: Yes ☒ No ☐

Criminal Records Check: Yes ☐ No ☒

Recommended Action: Approve ☒ Disapprove ☐



Chief of Police / Designee

City Manager / Designee

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

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: (Use the DISTT form [HERE](#))

☒ Limited On-Premises

- ☐ Off Premises
- ☐ Warehouse
- ☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

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Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received: 2/1/24

Optional: Date Stamp Received Below

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied
- ☐ No Recommendation/Neutral

Printed Name

Date

Signature

STONEY WINES
Trade Name

Final Action:

Approved ☐ Disapproved ☐

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Celestial Hill Vineyard LLC dba: Celestial Hill

BUSINESS LOCATION ADDRESS: 525 NE 3rd Street

LIQUOR LICENSE TYPE: Winery 3rd location

Is the business at this location currently licensed by OLCC

Yes

No



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

Hours of operation: Tuesday-Saturday 11 am to 6 pm, Sunday 11 am to 5 pm

Entertainment: N/A

Hours of Music: N/A

Seating Count: 36: 24 restaurant, 4 outdoor, 8 lounge

EXEMPTIONS:

(list any exemptions)

Tritech Records Management System Check: Yes ☒ No ☐

Criminal Records Check: Yes ☐ No ☒

Recommended Action: Approve ☒ Disapprove ☐



Chief of Police / Designee

City Manager / Designee

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

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: (Use the DISTT form [HERE](#))

☐ Limited On-Premises

☐ Off Premises

☐ Warehouse

☐ Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT
After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

Date application received: 2/7/24

Optional: Date Stamp Received Below

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied
- ☐ No Recommendation/Neutral

Printed Name

Date

Signature

Celestial Hill

Trade Name



STAFF REPORT

DATE: February 1, 2024
TO: Mayor and City Councilors
FROM: Matt Scales, Police Chief
SUBJECT: Intergovernmental Agreement for Behavioral Health Services

Report in Brief:

Many of you recognize that our City Police Department has been at the forefront of navigating some extremely difficult issues with those in behavioral health crisis, as well as those who are battling drug addiction, especially those addicted to fentanyl. Most, if not all City departments are impacted as well. The police department and our officers are doing our best in trying to provide services to those affected, but candidly we are not equipped to spend large amounts of time with those experiencing mental health and/or addiction issues. We need direct support from those who are specifically trained to assist those who are suffering from these issues.

Recognizing the need to have focused services. Discussions between the City of McMinnville, Yamhill County Behavioral Health, and McMinnville Industrial Promotions (MIP) began to help identify and bridge service gaps within our community. A joint funding arrangement between the City and MIP was identified to help fund direct services from Yamhill County Behavioral Health where their staff would do focused work for the city in helping those in behavioral health crisis, as well as those dealing with co-occurring disorders. Through these discussions there was agreement that Yamhill County Behavioral Health would provide direct services to the City of McMinnville and their stakeholders through enhanced trainings and public education efforts, as well as providing direct outreach in areas within our city where known issues are occurring.

Since this verbal agreement has occurred, City staff and staff from Yamhill County behavioral health have refined an expanded scope of work for Community Outreach Specialists (COS) to provide direct work for the City and its stakeholders.

An Intergovernmental Agreements (IGA) has been established between the City and Yamhill County. The City Council will now review and consider the IGA and scope of work and decide as to whether the City Manager is authorized to execute the IGA.

Background:

Internally, the Executive Team and other key personnel have been discussing ways to fill some of the service gaps and to support a model that better tailors the City's response than simply defaulting to

the Police Department. While that effort was underway, we learned that Yamhill County was planning to expand their COS Program from 3 to 12 FTE, allowing for around the clock responses. As of the writing of this staff report, 11 of those 12 positions are filled.

Over the course of several months representatives from McMinnville Industrial Promotions (MIP), city staff, and staff from Yamhill County Behavioral Health met to discuss the potential of increasing the presence of Yamhill County Community Outreach Services in our community. The increased presence would be achieved using Behavioral Health's community outreach specialists (COS). Yamhill County agreed their staff could provide direct work for the City discussion began surround a potential scope of work.

The meetings resulted in an agreement in which Yamhill County would provide approximately 52 hours a month of direct work at an annual cost of \$40,000. The work would range from training and informational meetings with stakeholder groups. As well as providing proactive outreach to individuals in our community known to demonstrate behaviors that violate conduct rules in both public and private settings, even when no apparent crisis behaviors are being exhibited. The IGA includes the opportunity to renew the agreement for up to three years with the mutual agreement by the City and County. There will also be a letter of agreement between the City and MIP allowing MIP's funds to be transmitted from the City to the County. The scope of services is intended to be flexible to allow services to evolve to meet our collective needs over time. Initially, the City's share would come from Opioid Settlement funds. The service agreement is intended to go into effect on March 1, 2024.

Scope of Work:

Community Wide COS Services

- 1) 24/7 mobile crisis response for entire county at LE or 988 crisis hotline requests.
- 2) 2-person crisis response team.
- 3) Risk evaluation for mental health incidents.

Expanded COS Services McMinnville – Scope of Work

In addition to the mobile crisis services required under OAR 309-019-0150 of Yamhill County Health and Human Services (YCHHS) as a Community Mental Health Program, YCHHS will provide the following:

- 1) Training and Information meetings (1hr/month)
 - a) COS Team will conduct information meetings for various stakeholder groups as requested (McMinnville city staff, Visit McMinnville, Downtown Business Assoc, McMinnville Homeless Task Force, etc)
 - b) Training information to include engaging with individuals with apparent behavioral health challenges, when to contact crisis workers, when to call 911.
 - c) What to expect from COS response, what resources are available.

- 2) Providing proactive outreach to individuals known to demonstrate behaviors that violate the city's codes on publicly owned property (parks, library, etc). or privately owned business properties, (downtown, Riverside Dr, Marsh Ln) even when no apparent crisis behavior is being exhibited. This will also include individuals suspected of being under the influence of substances. (2hr/wk = 8.7 per month)
- 3) Visibly patrolling the 3rd street business area during identified peak times to check-in with storefront staff. (7hr/wk = 30.3 per month)
- 4) Tabling at select community street fair events to raise community awareness of services and supports available through YCHHS. (2hr/month)
- 5) Working with the Municipal court and its community court (6hr/month)
 - a) Attending community court 2x/month to provide outreach and resource information to court participants.
 - b) Follow-up with court participants who are willing to engage.
- 6) Coordinate regular staffing meetings between McMinnville PD and COS to discuss community members of concern for behavioral health crisis. (4hr month)
- 7) Provide quarterly report on training and outreach activities of COS under this agreement.
 - a) Identify community stakeholder groups where presentations occurred.
 - b) Log of outreach activity including dates and locations visited.

*Estimated Total approximately 52hr/month of direct work

Recommendation:

Staff recommends City Council review and authorize the City Manager to execute the Intergovernmental Agreement between the City of McMinnville and Yamhill County for Expanded Community Outreach Services.

Attachments:

1. Proposed IGA between the City of McMinnville and Yamhill County
2. "Exhibit A" Yamhill County Scope of Work

**INTERGOVERNMENTAL AGREEMENT
FOR BEHAVIORAL HEALTH SERVICES
City of McMinnville 2024**

THIS AGREEMENT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners and its Health and Human Services Department, hereinafter referred to as the “County”, and City of McMinnville, a municipal corporation of the State of Oregon, acting by and through its designated officials, hereinafter referred to as the “City”.

RECITALS

WHEREAS, The County and the City are both units of local governments; and

WHEREAS, ORS 190.010 permits a unit of local government to enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that the agency has authority to perform; and

WHEREAS, The City requires the performance of certain services described herein, and the County agrees to perform all services described herein; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, it is hereby agreed by the parties as follows:

AGREEMENT

1. TERM. This Agreement’s Term is one year, beginning on March 1, 2024, and ending on February 28, 2025, with up to three optional one-year extensions, unless otherwise terminated as provided herein. Such extensions must be by written amendment to this Agreement and be executed within 90 days prior to the ending date of the Term/
2. CONSIDERATION. The City shall pay the County at the rate of \$40,000 per year, but not in excess of \$40,000, for performing the work and delivering the deliverables required of County under this Agreement. Payment shall be made upon County’s submittal of an invoice to City for any portion of the full annual amount, which City shall pay within 30 days. County shall submit the invoice at no more than monthly intervals.
3. SERVICES. The County agrees to perform the services as described in Exhibit A, attached hereto and incorporated herein, to the full satisfaction of the City.
4. INDEPENDENT CONTRACTOR. The City and the County are independent contractors and not employees of or agents of each other. Neither party shall be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the other party.
5. REPRESENTATIONS AND WARRANTIES.
 - a. County Representations and Warranties. The County represents and warrants to the City that:

- i. The County is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
 - ii. The County has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
 - iii. The making and performance by the County of this Agreement: (a) has been duly authorized by all necessary action of the County; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any County ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the County is party or by which County may be bound or affected;
 - iv. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement, other than those that have already been obtained;
 - v. This Agreement has been duly executed and delivered by the County and constitutes a legal, valid and binding obligation of the County enforceable in accordance with its terms;
 - vi. The County has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and the County will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade, or profession; and
 - vii. The County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.
- b. City Representations and Warranties. The City represents and warrants to the County that:
- i. The City is a unit of local government duly organized and validly existing under the laws and jurisdiction of the State of Oregon;
 - ii. The City has the power and authority to enter into and perform this Agreement pursuant to ORS 190.003 to 190.130;
 - iii. The making and performance by the City of this Agreement: (a) has been duly authorized by all necessary action of the City; (b) does not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any City ordinance or other organizational document; and (c) does not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which the City is party or by which County may be bound or affected;
 - iv. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the City of this Agreement, other than those that have already been obtained;
 - v. This Agreement has been duly executed and delivered by the City and constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

6. AMENDMENT. This Agreement may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and local ordinances. No amendment shall bind either party unless in writing and signed by both parties.
7. COMPLIANCE WITH LAWS. Each party agrees to comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
8. INDEMNIFICATION. Each party shall indemnify, defend, save, and hold harmless the other party and its officers, employees and agents from and against all claims, suits, actions, liabilities, damages, losses, or expenses, arising out of the acts or omissions of the party, its officers, agents, or employees performing under this Agreement.
9. INSURANCE.
 - a. Workers Compensation. To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect coverage sufficient to meet the requirements of Oregon workers' compensation law.
 - b. General Liability. To the extent applicable, each party represents and warrants that it maintains and will maintain in full force and effect liability insurance covering activities and operations described in this Agreement for the duration of the Agreement.
 - c. Professional Liability. To the extent applicable, each party shall obtain and at all times keep in effect professional liability insurance as required by law.
10. TERMINATION.
 - a. Termination for Convenience. Either party may terminate this Agreement in whole or in part without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least 30 days before the intended termination date to the party at the party's address given above. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
 - b. Termination for Cause. It is further agreed that either party may immediately terminate this Agreement without liability or penalty for any of the following causes:
 - i. Either party breaches any of the provisions of this Agreement;
 - ii. A party no longer holds all licenses or certificates that are required to perform the services required under this Agreement;
 - iii. A party lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow either party to perform in accordance with the provisions of this Agreement; or
 - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services required under this Agreement are prohibited, or either party is prohibited from paying for such services from the planned funding source.

11. **FORCE MAJEURE.** Neither the County nor the City shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the City. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
12. **ASSIGNMENT; DELEGATION; SUCCESSOR.** Neither party shall assign, delegate, nor transfer any of its rights or obligations under this Agreement without the other party's prior written consent. A party's written consent does not relieve the other party of any obligations under this Agreement, and any assignee, transferee, or delegate is considered the agent of that party. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
13. **GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES.** This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the City that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The City hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
14. **RECORDS.** The Both parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, both parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document both parties' performance hereunder. Parties acknowledge and agrees that County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.
15. **NOTICES.** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: Health and Human Services
ATTN: Jason Henness
535 NE 5th Street
McMinnville, Oregon 97128
hennessj@co.yamhill.or.us

City: McMinnville Police Department
ATTN: Chief Matt Scales
121 SW Adams St.
McMinnville, OR 97128
Matt.Scales@mcminnvilleoregon.gov

16. **WAIVER.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision of this Agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
17. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
18. **COUNTERPARTS.** This Agreement and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
19. **SEVERABILITY.** If any provision of this Agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
20. **SURVIVAL.** All rights and obligations shall cease upon termination of this Agreement, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CITY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Agreement on the date indicated by their duly authorized officials.

CITY OF MCMINNVILLE, OREGON

Signature

Name (printed)

Title

Date

APPROVED AS TO FORM

By: _____
DAVID LIGTENBERG, City Attorney

YAMHILL COUNTY, OREGON

Chair, LINDSAY BERSCHAUER

Commissioner, MARY STARRETT

Commissioner, KIT JOHNSTON

Date

APPROVED AS TO FORM

By: _____
CHRISTIAN BOENISCH, County Counsel

Exhibit A

Community Wide COS Services

- 1) 24/7 mobile crisis response for entire county at LE or 988 crisis hotline request.
- 2) 2-person crisis response team
- 3) Risk evaluation for mental health incidents

Expanded COS Services McMinnville - Scope of Work

In addition to the mobile crisis services required under OAR 309-019-0150 of Yamhill County Health and Human Services (YCHHS) as a Community Mental Health Program, YCHHS will provide the following:

- 1) Training and Information meetings (1hr/month)
 - a) Community Outreach Services (COS) Team will conduct information meetings for various stakeholder groups as requested (McMinnville city staff, Visit McMinnville, Downtown Business Assoc, McMinnville Homeless Task Force, etc.)
 - b) Training information to include engaging with individuals with apparent behavioral health challenges, when to contact crisis workers, when to call 911.
 - c) What to expect from COS response, what resources are available.
- 2) Providing proactive outreach to individuals known to demonstrate behaviors that violate the city's codes on publicly owned property (parks, library, etc.). or privately owned business properties, (downtown, Riverside Dr, Marsh Ln) even when no apparent crisis behavior is being exhibited. This will also include individuals suspected to be under the influence of substances. (2hr/wk = 8.7 per month)
- 3) Visibly patrolling the 3rd street business area during identified peak times to check-in with storefront staff. (7hr/wk = 30.3 per month)
- 4) Tabling at select community street fair events to raise community awareness of services and supports available through YCHHS. (2hr/month)
- 5) Working with the Municipal court and its community court (6hr/month)
 - a) Attending community court 2x/month to provide outreach and resource information to court participants.
 - b) Follow-up with court participants who are willing to engage.
- 6) Coordinate regular staffing meetings between McMinnville PD and COS to discuss community members of concern for behavioral health crisis. (4hr month)
- 7) Provide quarterly report on training and outreach activities of COS under this agreement.

Exhibit A

- a) Identify community stakeholder groups where presentations occurred.
- b) Log of outreach activity including dates and locations visited.

*Estimated Total approximately 52hr/month of direct work

STAFF REPORT

DATE: February 13, 2024
TO: Mayor and City Councilors
FROM: Jennifer Cuellar, Finance Director
SUBJECT: Resolution 2024-08: Appointments for positions on the City's Budget Committee

Strategic Priority and Goal:



CITY GOVERNMENT CAPACITY

Strengthen the City's ability to prioritize & deliver municipal services with discipline and focus.

Background:

ORS 294.414(1) requires a local government to establish a budget committee for purposes of acting as the local government's fiscal planning advisory committee. The committee is comprised of the elected members of the governing body and an equal number of electors of the municipal corporation (i.e., qualified voters). The governing body appoints electors to the budget committee for three-year terms.

There are currently two vacancies on the City's Budget Committee. The vacancies were advertised on the City website. We received six applications for the vacant positions.

Six interviews were scheduled with all applicants – Amanda Bedell, John Rickert, Tod Butterfield, Michael Cyr, Meredith Maxfield and Debbie Harmon Ferry. Interviews took place on Friday, January 12, 2024, though one applicant did not appear. Applicants met with members of the Audit Committee (Councilors Menke and Payne) and Council President Garvin.

Council President Garvin and Councilors Menke and Payne recommend the new appointments of Meredith Maxfield and Debbie Harmon Ferry to 3-year terms from (retrospectively) January 1, 2024 until December 31, 2026. This will be the second term for both volunteer members.

Recommendation:

That City Council appoint the candidates noted above.

Attachments:

1. The Interview Schedule and Committee Applications (redacted)
2. Resolution 2024-08

McMinnville Budget Committee Applicant

Interview Schedule

12-Jan-24

Civic Center Convergence Room

Start time	Applicant
1:00 PM	Amanda Bedell
1:20 PM	Meredith Maxfield
1:40 PM	John Rickert
2:00 PM	Tod Butterfield
2:20 PM	Debbie Harmon Ferry
2:40 PM	Michael Cyr
3:00 PM	Deliberation

Electeds present:

Adam Garvin
Kellie Menke
Jessica Payne

City of McMinnville Oregon

APPLICATION FOR SERVICE ON BOARD OR COMMISSION

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

Name: Amanda Bedell

Home Phone:

Address:
McMinnville, OR 97128

Cell Phone:

Work Phone:

Email:

Board, Commission or Committee for which you are an applicant:

- | | |
|---|--|
| <input type="checkbox"/> Affordable Housing Committee | <input checked="" type="checkbox"/> Economic Vitality Leadership Council |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Historic Landmark Committee |
| <input checked="" type="checkbox"/> Budget Committee | <input type="checkbox"/> Landscape Review Committee |
| <input type="checkbox"/> Diversity, Equity and Inclusion Advisory Committee | <input checked="" type="checkbox"/> Planning Commission |
| | <input type="checkbox"/> Urban Renewal Advisory Committee |

Ward in which you reside (if applicable): 3

How many years have you lived in McMinnville? 2 years in Feb 2024

Educational and occupational background: MBA, Babson College Goldman Sachs 10,000 Small Businesses Alumni

Strong background in business financials. Business owner since 2011, 7 years bakery owner (launched, scaled & sold)

Prior to that, 15 years as a Public Relations and Communications professional.

<https://www.linkedin.com/in/amandabedell/>

Why are you interested in serving? To become more involved with the city.

To learn more about how the government works and economic development initiatives.

To lend my expertise in business, financial management, and marketing to help with committee objectives.

Signature:

Date 10-31-2023

*Please return to staff liaison assigned to the specific Board, Commission, Committee applying for or
City Hall, 230 NE Second Street, McMinnville, OR 97128*

City of McMinnville Oregon

APPLICATION FOR SERVICE ON BOARD OR COMMISSION

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

Name: Meredith Maxfield

Home Phone: [REDACTED]

Address: [REDACTED]
McMinnville, OR 97128

Cell Phone: [REDACTED]

Work Phone: [REDACTED]

Email: [REDACTED]

Board, Commission or Committee for which you are an applicant:

- | | |
|---|---|
| <input type="checkbox"/> Affordable Housing Committee | <input type="checkbox"/> Economic Vitality Leadership Council |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Historic Landmark Committee |
| <input checked="" type="checkbox"/> Budget Committee | <input type="checkbox"/> Landscape Review Committee |
| <input type="checkbox"/> Diversity, Equity and Inclusion Advisory Committee | <input type="checkbox"/> Planning Commission |
| | <input type="checkbox"/> Urban Renewal Advisory Committee |

Ward in which you reside (if applicable): 2

How many years have you lived in McMinnville? 6

Educational and occupational background: I am currently in the MPA program at PSU. I am the Vice President of the Memorial Elementary PTA. I was the treasurer of the Willamette PTA in 2020-21. I am the secretary of the board for the children's organization for my church. I have worked as a medical records specialist, office manager, and special ed. instructor.

Why are you interested in serving? I have really enjoyed being on the Budget Committee. I think it is important that parents of young children have a voice in our local government. I appreciate all that our city staff and volunteer leaders do for our city. I find it rewarding being a part of the financial discussions and I like relaying what I learn back to community members. The decisions are complicated and I appreciate understanding the the full picture. I am willing to continue to volunteer, in this capacity, but understand if the city wants to hear another voice.

Signature: [REDACTED]

Date 11/6/2023

Please return to staff liaison assigned to the specific Board, Commission, Committee applying for or
City Hall, 230 NE Second Street, McMinnville, OR 97128



City of McMinnville Oregon

APPLICATION FOR SERVICE ON BOARD OR COMMISSION

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

Name: John Rickert

Home Phone: _____

Address: _____

Cell Phone: _____

(in McMinnville)

Work Phone: _____

Email: _____

Board, Commission or Committee for which you are an applicant:

- | | |
|---|---|
| <input type="checkbox"/> Affordable Housing Committee | <input type="checkbox"/> Economic Vitality Leadership Council |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Historic Landmark Committee |
| <input checked="" type="checkbox"/> Budget Committee | <input type="checkbox"/> Landscape Review Committee |
| <input type="checkbox"/> Diversity, Equity and Inclusion Advisory Committee | <input type="checkbox"/> Planning Commission |
| | <input type="checkbox"/> Urban Renewal Advisory Committee |

Ward in which you reside (if applicable): 1

How many years have you lived in McMinnville? 1

Educational and occupational background: BS in Engineering.

Before retiring I spent 16 years with Control Data Corp. as the Director of Manufacturing.

Spent 4 years on the Josephine County budget committee.

Spent multiple years on the Three River School Dist. budget committee.

Why are you interested in serving? My wife and I always try and serve in the community we live in. Since my background is in designing and using computers, being a part of a budget committee fits in nicely.

Signature: _____

Date: 11/28/2023

Please return to staff liaison assigned to the specific Board, Commission, Committee applying for or
City Hall, 230 NE Second Street, McMinnville, OR 97128



City of McMinnville Oregon

APPLICATION FOR SERVICE ON BOARD OR COMMISSION

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

Name: Tod Butterfield

Home Phone: _____

Address: _____

Cell Phone: _____

(in McMinnville)

Work Phone: _____

Email: _____

Board, Commission or Committee for which you are an applicant:

- | | |
|---|---|
| <input type="checkbox"/> Affordable Housing Committee | <input type="checkbox"/> Economic Vitality Leadership Council |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Historic Landmark Committee |
| <input checked="" type="checkbox"/> Budget Committee | <input type="checkbox"/> Landscape Review Committee |
| <input type="checkbox"/> Diversity, Equity and Inclusion Advisory Committee | <input type="checkbox"/> Planning Commission |
| | <input type="checkbox"/> Urban Renewal Advisory Committee |

Ward in which you reside (if applicable): 2

How many years have you lived in McMinnville? 16

Educational and occupational background: BA, MS+45 additional grad credits.

Special education teacher, then special education director before retiring.

Why are you interested in serving? I am very interested in helping McMinnville be the very best it can be. I am thankful for all who volunteer and serve in my town, and want to lend what wisdom and perspective I can from one resident's point of view. Limited resources and huge opportunities are a challenge for any budget but worth the effort to find the best answers. It would be a labor of love for my community to serve on the budget committee.

Signature: _____

Date: 11/30/2023

Please return to staff liaison assigned to the specific Board, Commission, Committee applying for or
City Hall, 230 NE Second Street, McMinnville, OR 97128

City of McMinnville Oregon

APPLICATION FOR SERVICE ON BOARD OR COMMISSION

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

Name: Debbie Harmon Ferry
Address: [REDACTED]
McMinnville, Or 97128
Email: [REDACTED]

Home Phone: [REDACTED]
Cell Phone: [REDACTED]
Work Phone: [REDACTED]

Board, Commission or Committee for which you are an applicant:

- | | |
|---|---|
| <input type="checkbox"/> Affordable Housing Committee | <input type="checkbox"/> Economic Vitality Leadership Council |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Historic Landmark Committee |
| <input checked="" type="checkbox"/> Budget Committee | <input type="checkbox"/> Landscape Review Committee |
| <input type="checkbox"/> Diversity, Equity and Inclusion Advisory Committee | <input type="checkbox"/> Planning Commission |
| | <input type="checkbox"/> Urban Renewal Advisory Committee |

Ward in which you reside (if applicable): 2

How many years have you lived in McMinnville? 54

Educational and occupational background: I received my high school diploma from McMinnville High School.

My bachelor's degree is from Linfield College.

I have worked for Linfield College (now University) for 30 years. i currently serve as the Director of Alumni and Parent Engagement.

Why are you interested in serving? I have particiapted on the Budget Committee for the past three years.

I really do feel like it took me at least two years to feel like I understood the overall process and some of the

nuances. This was a particularly interesting and challenging time to be on the Budget Committee and we were

addressing COVD issues and budgets, APRA dollars, the changes with the new fire district, the additional \$1.50

that could now be taxed and used elsewhere in the city budget and more. I would be happy to continue on the

Budget Committee if the continuity would be helpful to the City. If new blood is needed, I am fine with that too.

Signature [REDACTED]

Date post mark 10/31/2023

Please return to staff liaison assigned to the specific Board, Commission, Committee applying for or
City Hall, 230 NE Second Street, McMinnville, OR 97128

EST.  1856

City of McMinnville Oregon



APPLICATION FOR SERVICE ON BOARD OR COMMISSION

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

Name: Michael W Cyr
Address: [REDACTED]
McMinnville, OR 97128
Email: [REDACTED]

Home Phone: [REDACTED]
Cell Phone: [REDACTED]
Work Phone: [REDACTED]

Board, Commission or Committee for which you are an applicant:

- | | |
|---|---|
| <input type="checkbox"/> Affordable Housing Committee | <input type="checkbox"/> Economic Vitality Leadership Council |
| <input type="checkbox"/> Airport Commission | <input type="checkbox"/> Historic Landmark Committee |
| <input checked="" type="checkbox"/> Budget Committee | <input type="checkbox"/> Landscape Review Committee |
| <input type="checkbox"/> Diversity, Equity and Inclusion Advisory Committee | <input checked="" type="checkbox"/> Planning Commission |
| | <input type="checkbox"/> Urban Renewal Advisory Committee |

Ward in which you reside (if applicable): 1

How many years have you lived in McMinnville? 20+

Educational and occupational background: BA Accounting

CPA (retired) and Business Manager for Fitzpatrick & McKenzie CPAs PC

Enrolled Agent with the IRS. Active.

Former business manager for the City of Lakeside, Oregon.

Why are you interested in serving?

McMinnville has gone through growing pains. It is not the livable and friendly city it used to be. Planning has been negligent in protecting the livability of our city by approving high density housing units that do not provide adequate parking for their residents and encroach on the goodwill of neighboring property owners. Providing adequate parking needs to be a primary consideration.

Signature [REDACTED]

Date 4/3/2023

Please return to planning@mcminnvilleregon.gov, the Community Development Center, 231 NE Fifth Street, McMinnville, OR 97128, or City Hall, 230 NE Second Street, McMinnville, OR 97128

RESOLUTION NO. 2024-08

A Resolution appointing Debbie Harmon Ferry and Meredith Maxfield as representatives of the City of McMinnville Budget Committee.

RECITALS:

Whereas, ORS 294.414(1) requires a local government to establish a budget committee for purposes of acting as the local government's fiscal planning advisory committee; and

Whereas, ORS 294.414(2) requires that the budget committee have the same number of appointed members as there are of local elected officials in its governing body; and

Whereas, ORS 294.414(5) establishes three-year terms for each volunteer member of the budget committee; and

Whereas, there are currently two vacancies on the City of McMinnville Budget Committee and six candidates applied for the vacant positions; and

Whereas, the City advertised the vacancies in the local newspaper and posted the advertisement on the City's website; and

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

1. The City Council appoints the following volunteers to the Budget Committee:

BUDGET COMMITTEE
(terms through Dec 31, 2026)

Debbie Harmon Ferry
Meredith Maxfield

2. This Resolution and these appointments will take immediate effect.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of February 2024 by the following votes:

Ayes:_____

Nays:_____

Approved this 13th day of February 2024.

Mayor

Approved as to form:

Attest:

City Attorney

City Recorder