



City Council Meeting Agenda

Tuesday, March 26, 2024

6:00 p.m. – Work Session Meeting

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

EXECUTIVE SESSION – to immediately follow the Regular Meeting (CLOSED TO THE PUBLIC)

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, March 25th** to CityRecorderTeam@mcminnvilleregon.gov
- If appearing via telephone only please sign up prior by **12 p.m. on Monday, March 25th** by emailing the City Recorder at CityRecorderTeam@mcminnvilleregon.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

Download the "Cablecast" app on iOS, Android, Roku, Apple TV or Amazon Firestick and watch McMinnville City Council on all your devices.

CITY COUNCIL WORK SESSION & REGULAR MEETING:

You may join online via Zoom Meeting:

<https://mcminnvilleregon.zoom.us/j/81608174596?pwd=dzc2FavMOFeShYT7kbpPa1qtrbF6sl.1>

Zoom ID: 816 0817 4596

Zoom Password: 137121

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

ID: 816 0817 4596

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

1. CALL TO ORDER
2. DEI ORGANIZATIONAL ASSESSMENT
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. PROCLAMATION
 - a. Parkinson's Awareness Month Proclamation

4. 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.

5. PRESENTATION

- a. McMinnville Water & Light Update – General Manager John Dietz

6. ADVICE/ INFORMATION ITEMS

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

7. CONSENT AGENDA

- a. Consider the Minutes of the October 10, 2023, City Council Regular Meeting.
- b. Consider the Minutes of the October 18, 2023, City Council Work Session Meeting.
- c. Consider the Minutes of the October 24, 2023, City Council Regular Meeting.
- d. Consider the Minutes of the March 17, 2021, City Council Work Session Meeting.
- e. Consider the Minutes of the March 23, 2021, City Council Regular Meeting.
- f. Consider **Resolution No. 2024-15**: A Resolution appointing representatives to the Economic Vitality Leadership Council.

8. RESOLUTION

- a. Consider **Resolution No. 2024-11**: A Resolution authorizing the City Manager to amend by Change Order the contract with Fackler Construction Company for the Construction Manager/General Contract for the AnyDoor Place, a McMinnville Navigation Center.
- b. Consider **Resolution No. 2024-16**: A Resolution adopting a fiscal year 2023-24 budget amendment for the Fire District Transition Fund and a General Fund Contingency Transfer budget amendment.

9. ORDINANCES

- a. Consider the first reading with a possible second reading of **Ordinance No. 5143**: An Ordinance Repealing all Campaign Finance and Disclosure Requirements of Chapter 2.10 of the McMinnville Municipal Code.

10. ADJOURNMENT OF REGULAR MEETING

CITY COUNCIL EXECUTIVE SESSION – IMMEDIATELY FOLLOWING THE REGULAR MEETING (NOT OPEN TO THE PUBLIC)

1. CALL TO ORDER

2. **EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(i)**: To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

3. ADJOURNMENT OF EXECUTIVE SESSION

STAFF MEMO

DATE: March 26, 2024
TO: Jeff Towery, City Manager
FROM: Noelle Amaya, Communication & Engagement Manager
SUBJECT: Organizational Assessment

City of McMinnville STRATEGIC PRIORITY & GOALS:



ENGAGEMENT & INCLUSION

Create a culture of acceptance and mutual respect that acknowledges differences and strives for equity

STRATEGIC OBJECTIVE/S:

1. **Actively protect people from discrimination and harassment**
 2. **Celebrate diversity of McMinnville**
 3. **Cultivate cultural competency and fluency throughout the community**
 4. **Grow City's employees and Boards and Commissions to reflect our community**
 5. **Improve access by identifying and removing barriers to participation**
-

Report in Brief:

This report will give an overview of the Organizational Assessment Initiative and the consultant selection process. During the work session, the consultant, Talitha Consults, will be present to discuss the Scope of Work and timeline.

Background - The Organizational Assessment Initiative:

An assessment of the City's departments was outlined as one of the priority actions identified in MacTown 2032 and was further prioritized by the City Council through the allocation of 225k from American Rescue Plan Act (ARPA) funding to support the committee and this work.

An organizational assessment will allow the City to identify, recommend, and prioritize key actions the City may use to propose a work plan and budget to advance Diversity, Equity, and Inclusion (DEI) initiatives throughout the organization.

The assessment will take place over spring and summer – expected to conclude in September of 2024 with a presentation to City Council and final report that will be instrumental in strengthening DEI principles internally, improve access for external customers, and guide future

action that will reinforce our ability to cultivate cultural competency and fluency throughout the community.

Consultant Selection Process

On October 17th, 2023, the City of McMinnville launched a request for proposals to conduct a DEI Assessment of all City programs, policies, internal, and external service delivery models in collaboration with the City's Diversity, Equity, and Inclusion Advisory Committee (DEIAC).

The RFP asked proposers to provide a thorough and consistent approach to assessing the following three components:

1. Personnel management (recruitment, retention, employee relations, and training)
2. Administration (practices, policies, and procurement)
3. Customer and community engagement (external facing initiatives to engage with the City of McMinnville's diverse needs and customer-base)

Proposals were accepted through November 15, 2023. Staff received 23 proposals at the end of the acceptance period; all of which passed an initial completeness review and were forwarded to the scoring committee for further consideration.

The scoring committee was made up of City staff and members of the DEIAC. The review committee scored each proposal individually then met to discuss the proposals as a group to determine the finalists.

All 23 proposals were scored using a 100-point maximum and evaluated on the following criteria:

1. *Describe education, training, qualifications, registrations, certification, and relevant individual work experience of all key personnel, including sub-consultants, who will be assigned to this Project. (20 points)*
2. *Describe approach to organize and accomplish each of the tasks and activities of this RFP, including addressing the anticipated primary milestones, timeline, and deliverables that will result from each task and/or activity. (20 points)*
3. *Describe Proposer's approach and ability to interact and engage with diverse stakeholders. (20 points)*
4. *Identify key points of input and review with City staff and the DEIAC. (20 points)*
5. *Describe Proposer's approach and methodology for preparing the project cost estimate which include the services being solicited by the RFP, the hourly rates of the Proposer and their lead staff who will be assigned to this project. (20 points)*

Committee members provided their individual scores to Noelle Amaya (project manager), in advance of the group discussion, who ranked the scores. The review committee met on Wednesday, November 29th for further discussion and decided to review the top five proposals which scored above 80 points.

Based on the reviewers' deliberations, two proposers were moved forward for final consideration and asked to participate in a virtual interview.

Virtual interviews were held on December 6th, 2023. Talitha Consults received the top score in both the proposal and interview scoring process. Based on the scores and review process, the committee moved forward with Talitha Consults as their recommendation.

The DEIAC met to discuss the selection and agreed to move forward with the selection. On January 29th, the City signed a contract with Talitha Consults in the amount of \$92,495.50

Project Kick-off with the DEIAC and the consultant occurred during their March 14, 2024, meeting. The DEIAC will act as the advisory body to this work for the duration of the project and will meet with the consultant each month during the second hour of their regularly scheduled time.

Action:

No action is required of the City Council at this time.

Supporting Documentation:

- Talitha Consults Contract & SOW
- Project Timeline Graphic

**CITY OF McMINNVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Organizational Assessment of Diversity, Equity, and Inclusion Project (“Project”) is made and entered into on this 29th day of January 2024 (“Effective Date”) by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and Talitha Consults LLC, a Washington limited liability company (hereinafter referred to as “Consultant”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform the Organizational Assessment: Diversity, Equity, & Inclusion project services according to the requirements identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall commence on the Effective Date and terminate upon completion of the Services by Consultant, or October 1, 2024, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant’s Services

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant the fixed price of ninety-two thousand four hundred and ninety-five dollars and fifty cents DOLLARS (\$92,495.50) for performance of the Services (“Compensation Amount”). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. Any Additional work beyond the Scope of Work described in **Exhibit A**, or any compensation above the amount shown in **Subsection 4.1**, requires a written Addendum executed in compliance with the provisions of **Section 17**. If such Addendum is executed, Consultant shall provide such additional services and bill the City at the hourly rates outlined on Consultant’s Rate Schedule, as set forth on page 15 of **Exhibit B**.

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

4.4. Consultant’s Compensation Amount and Rate Schedule are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers’ compensation insurance, liability insurance, profit, pension benefits and similar contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

Section 5. City’s Rights and Responsibilities

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

Section 7. City’s Project Manager

The City’s Project Manager is Noelle Amaya, Communications & Engagement Manager. The City shall give Consultant prompt written notice of any re-designation of its Project Manager. The Project Manager to facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the Project.

Section 8. Consultant’s Project Manager

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

Section 9. Project Information

No information, news, or press releases related to the Project, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made by Consultant or Consultant's Project Manager without the written authorization of the City's Project Manager.

Section 10. Subcontractors and Assignments

Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion.

Section 11. Consultant Is Independent Contractor

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

Section 12. Consultant Responsibilities

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

12.2. No person shall be discriminated against by Consultant in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.

Section 13. Indemnity

13.1. Indemnification. Consultant acknowledges responsibility for liability arising out of the performance of this Agreement, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Consultant's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Agreement, or from Consultant's failure to perform its responsibilities as set forth in this Agreement. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Consultant shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Consultant of its responsibility to perform in full conformity with the City's requirements, as set forth in this Agreement, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Consultant's negligent performance of this Agreement, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 13.2**. Consultant shall defend the City (using legal counsel

reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term “Consultant” applies to Consultant and its own agents, employees, and suppliers.

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

Section 14. Insurance

14.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant’s activities or work hereunder. The amount of insurance carried is in no way a limitation on Consultant’s liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

13.1.1. Commercial General Liability Insurance. Consultant shall obtain, at its own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an "occurrence" form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of \$1,000,000 each occurrence and \$2,000,000 general aggregate and shall include Medical Expense (any one person) in the minimum amount of \$10,000. All of the foregoing coverages must be carried and maintained at all times during this Agreement.

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

13.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors uses a non-owned or hired vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant has business automobile liability for hired and non-owned vehicles. The Combined Single Limit each accident shall not be less than \$1,000,000.

13.1.4. Workers Compensation Insurance. Consultant and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants

who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than **\$500,000** each accident.

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

13.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. The following is included as additional insured: "The City of McMinnville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder.

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

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

Section 15. Early Termination; Default

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

15.1.1. By mutual written consent of the parties;

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

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

15.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all reasonable costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this

Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If the default is cured during the cure period, such default shall be deemed not to have occurred. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

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

15.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in **Section 19**, for which Consultant has received payment or the City has made payment.

Section 16. Suspension of Services

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

Section 17. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in **Section 4** of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. If Consultant incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum to this Agreement.

Section 18. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of 4 years after termination of this Agreement, unless the City specifically requests an extension. This clause shall survive the expiration, completion, or termination of this Agreement.

Section 19. Property of the City

All documents, reports, and research gathered or prepared by Consultant under this Agreement, including but not limited to spreadsheets, charts, graphs, drawings, modeling, maps, data generation, papers, diaries, interview notes, and comprehensive reports, shall be the exclusive property of the City and shall be delivered

to the City prior to final payment. Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 20. Notices

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

To City: City of McMinnville
Attn: Jeff Towery, City Manager
230 NE Second Street
McMinnville, OR 97128

To Consultant: Talitha Consults LLC
Attn: Charis M Hnin
14900 Interurban Ave S #271
Tukwila, WA 98168

With a copy to:

Buckley Law P.C.
Attn: Aaron J. Bell
5300 Meadows Road, Suite 200
Lake Oswego, Oregon 97035

Section 21. Miscellaneous Provisions

21.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

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

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

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

21.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS

Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

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

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

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

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

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

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

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

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

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

21.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as

in the case of where this Agreement gives the City “sole discretion” or the City is allowed to make a decision in its “sole judgment.”

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

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

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

21.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument. Electronic transmission of any signed original document, and retransmission of any signed electronic transmission, will be the same as delivery of an original. At the request of any Party, the Parties will confirm electronically transmitted signatures by signing an original document.

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

[Signature Page Follows]

In Witness Whereof, the Consultant and the City hereby agree to all provisions of this Professional Services Agreement.

CONSULTANT:

TALITHA CONSULTS LLC
a Washington limited liability company

By: 

Print Name: Charis May Hnin

As Its: January 29, 2024

Employer I.D. No. 83-2194695

CITY:

CITY OF McMINNVILLE
an Oregon municipal corporation

By: 

Print Name: Jeff Towery

As Its: City Manager

APPROVED AS TO FORM:

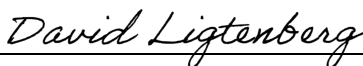

David Ligtenberg, City Attorney
City of McMinnville, Oregon



EXHIBIT A: Scope of Work

PHASE 1

1. Project Kick-Off

- A. Design and facilitate a kick-off meeting with city staff to select and confirm specific methodology, clarify the scope of work and project roles, establish the project schedule and communication protocols, and review the proposed approach and immediate next steps.

Deliverables

- *Within a month of contract execution, one 1.5-hour virtual initial kick-off meeting - with the project team; within five business days of the kick-off meeting, a draft of the project's work plan will be submitted to the City for review and approval.*
- *Virtually Attend / Co-present the approved work plan to City Council during a City Council Work Session tentatively scheduled for March 26th, 2024*

2. Monthly Virtual Project Meetings with the DEIAC

- A. Talitha's project manager plus 1-2 key team members will meet the DEIAC once a month throughout the entirety of the project.
- B. Support agenda-setting and facilitation as needed.

Deliverables:

- *Virtual regularly scheduled monthly project meetings, meeting agendas, and meeting minutes. As the project ramps up, the project meetings may occur twice a month.*

3. Discovery Process

- A. Preliminary review of pertinent documents, prioritize the review of existing information that will help the Consultant better understand employee experiences, organizational strengths and weaknesses, DEI policies and processes and employee DEI competency and receptiveness.

Deliverables:

- *Preliminary findings document which includes a review of processes in place that enable the collection of disaggregated demographic data; the promulgation of fairness and diversity policy with the goal of aligning and centering MacTown 2032, DEI-centered goals, and the objectives in the City's operations, services, spaces and structures.*
- *A graphic summary attached to the written report.*



4. Design & Implement Organizational Assessment

- A. Conduct mixed-method internal and external engagement activities using non-proprietary tools and resources so that they are accessible to the public and available to the City to revisit on a regular basis after the initial assessment is complete.
- B. Assess whether and to what extent the City's workforce and stakeholders are aware of the existing engagement and partnership efforts and practices within the organization.
- C. Assess whether the workforce understands the relevance of meaningful community engagement in their day-to-day work.
- D. Assess how effectively the City has communicated to its employees on how the agency is prioritizing the five DEI objectives as a part of its strategic goals in the present context.
- E. Collect quantitative and qualitative data needed to analyze the City's values and existing and emerging efforts as they pertain to DEI initiatives.
- F. Apply the social justice and racial equity framework developed by the Government Alliance on Race Equity (GARE) in all our engagement activities.

5. Application of the assessment tool to each of the City's seven departments

- A. In-Depth Individual Interviews: Talitha Consults will lead a series of in-depth interviews (a total of 28 interviewees) held via telephone in English and Spanish or other languages on an as-needed basis.
 - a. Total of 7 department heads
 - b. Total of 14 department staff (2 staff per department)
 - c. Total of 14 users or customers of City services (2 users per department) from historically marginalized communities.
- B. Listening Circles with Internal Stakeholders: Talitha Consult will conduct a series of three listening circles for internal stakeholders to learn more about the internal efforts and to inform the stakeholders of future plans (recommendations and prioritization).
 - a. One listening session to learn about the current landscape and inform them of this project and its process of developing recommendations.
 - b. One presentation and listening session **to** update about the key findings from the current landscape.
 - c. One post-assessment listening session to solicit feedback on prioritizing recommendations (ensuring that recommendations are both feasible and meaningful in the landscape of what each department/ stakeholder does).

Deliverables:

- *A summary document and presentation of key discussions from all three sessions.*

6. Comprehensive needs assessment report summarizing DEI strategies and goals for the organization.

- A. Develop a comprehensive report summarizing DEI strategies and goals for the City prioritizing recommendations to help meet the five engagement and inclusion objectives in MacTown 2032.

**Deliverables:**

- *Final needs assessment report - “SCOR” Report (Strengths, Challenges, Opportunities, Risks) which includes a summary of DEI strategies and goals based on organizational assessment findings, multiple strategies for enhancing the City's relationships with various partner agencies and organizations, and recommendations relevant to the strategic plans’ Engagement and Inclusion objectives.*

PHASE 2**7. Prioritization of Recommendations**

- A. Develop and submit a preliminary draft of the recommendations.
- B. Conduct one (1) post-assessment listening session to solicit feedback on the prioritized recommendations, including gathering feedback from the stakeholders to ensure that recommendations are both feasible and meaningful in the landscape of what each department/ stakeholder does. *Please refer to 5.B.c*

Deliverables:

- *Submit preliminary, semi-final, and final drafts (with three revision opportunities)*
- *Final draft of the report/presentation will include prioritized recommendations that help meet the five Engagement and Inclusion objectives in MacTown 2032, including but not limited to:*
 - *Short and long-term priorities for each department to improve their cultural responsiveness, recommendations for capacity building, and service delivery improvements.*
 - *Short and long-term training recommendations for all City of McMinnville employees.*
 - *Short and long-term policy and procurement recommendations for the City of McMinnville.*

8. Final Deliverable Presentation to the DEIAC and the City Council.

- A. Talitha Consults, in partnership with the project staff, will create a presentation with the work contained in deliverables from phases 1 and 2 and present the findings and recommendations to the DEIAC and the City Council.

Deliverables:

- *Final presentation slides; presenting findings, strategies, and recommendations to the DEIAC and the City Council.*



Talitha Consults

Interdisciplinary • Multilingual • People-centered

Response to City of McMinnville's Organizational Assessment: Diversity, Equity, & Inclusion RFP

Physical/Mailing Address:

14900 Interurban Ave S # 271
Tukwila, WA 98168

Phone: (206) 446-4378

Email: connect@talithaconsults.com

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Statement of Interest

Noelle Amaya
Communications & Engagement Manager
Noelle.Amaya@mcminnvilleoregon.gov

November 14, 2023

Talitha Consults (Talitha) is pleased to submit our team's qualifications for the City of McMinnville's request for proposals for its Organizational Assessment: Diversity, Equity, & Inclusion project. Talitha knows the City of McMinnville. We are currently supporting the City's initiative to update the Parks, Recreation and Open Space Plan (PROS) in partnership with MIG Inc. We commend McMinnville (MAC) for leading with racial justice, prioritizing the production and co-creation of knowledge using reliable and valid data, and applying the knowledge from the multifaceted, lived realities of diverse communities in the design and implementation of MacTown 2032.

Talitha Consults is a woman of color-owned and operated business with a DBE (Disadvantaged Business Enterprise) certification from the Office of Minority and Women Enterprise in Washington state, licensed to do business in both Washington and Oregon. The proposed team for this project is dynamic and brings over 65 years of collective experience in advancing the goal of eradicating institutional racism, bias, and inequities. Our team is diverse in race, ethnicity, places of origin, age, sexual orientation, immigration status, linguistics, disability status, and cultural upbringing. Collectively, we are fluent in fourteen languages, including the most spoken languages in Oregon, such as Spanish, Vietnamese, and Russian. Our diverse lived experiences and multidisciplinary backgrounds are proven assets for DEI-centered organizational assessments and implementation plans. The Talitha team believes that bias, racism, and anti-blackness are global emergencies and should be approached carefully and intentionally.

Our team aligns with the goals of McMinnville's commitment to dismantle the barriers of racial inequity and address it head-on and organization-wide by "align(ing) its DEI strategy with partners and relevant community-based organizations to ensure DEI strategies complement current and future DEI-related work throughout the service area."

Our team's unique approach balances accountability and diligence with love and compassion. All of our facilitation and engagement activities create a safe space to share, grow, learn, and understand. Our approach has enabled our clients to realize authentic change and partner with us to co-create sustainable tools, ideas, and conversations with the communities to continue this work for years to come.

To that end, Talitha welcomes the opportunity to partner with McMinnville. The Talitha team is confident that with the continuous partnership, we can spark conversation, build community, and drive action to positively impact historically marginalized communities—Our Communities. We look forward to hearing from you. We also acknowledge receiving all the amendments issued for this RFP.

Sincerely,
Charis May Hnin
Founder & Principal Consultant

Talitha Consults | charis@talithaconsults.com | www.talithaconsults.com |
UBI: 604227665 | DBE: D4F0026431 | Oregon BIN: 01862452-5

1. Qualifications and Experience

A. EXPERIENCE OF THE TEAM

Talitha Consults is uniquely qualified to lead organizational assessments in partnership with municipalities. We are a woman-owned, multicultural, multilingual team with experience leading and developing strategic plans with measurable goals, culturally grounded organizational assessment, and high workforce participation. Talitha's impact in developing equity-based assessment strategies and recommendations has benefited organizations across the United States. Talitha is a "one-stop" firm that can deliver a full range of strategic advising services. Collectively, Talitha team members speak fourteen different languages, including Swahili, Spanish, Somali, Arabic, Chinese, and French. In the last year, the City of Vancouver, WA, Utah Transit Authority, City of McMinnville, and Bend Parks and Recreation District, amongst others, also engaged us to support DEI-centered organizational assessments and recommendation development, community engagement, professional development, and strategic planning services.

We are a team of interdisciplinary and multilingual professionals supporting public and social impact organizations with equity-centered community planning, strategic capacity building, and transformative community engagement. Charis May Hnin, Principal and Founder of Talitha, has often been called on by community leaders and public officials across the nation for consultation and support to launch multi-sector partnerships and collective impact strategies, specifically to promote thoughtful regional development. The proposed team on this project includes the following team members:

Charis May Hnin | Project Manager

MA in Community Planning | University of Washington (Tacoma)

Charis M. Hnin is a motivational leader, strategist, seasoned facilitator, learner-centered teacher, community organizer, and entrepreneur. She pays close attention to the interconnections between people, place, process, and power in her community planning practice, and this approach enables her to be grounded, strategic, visionary, and effective in serving the needs of her clients. Her community partnership and mobilization efforts have been recognized in the August 2016 issue of the Seattle Met and the South Sound Business Journal. Her industry experiences include holding front-line and leadership positions in community development, housing, consumer protection, human services, educational leadership, workforce education, change and growth management, and international business. Her experiences living and working abroad enable her to connect with people across cultures meaningfully. Charis believes that equitable and sustainable community planning is a multi-sector effort. Guided by this principle, she intentionally founded Talitha Consults with trusted experts from diverse industries who are also committed to the same principle. Charis will oversee the entirety of the project as a project manager, ensuring contract compliance and a timely completion of the project within budget.

Carol Rozumalski, MEd, MSW | Deputy Project Manager– Disability Justice

Master of Social Work | University of Washington

Master of Education | Seattle University

Carol is a creative and dynamic project manager who uses her love of connecting with people to form trusting relationships and to support community-based activism. Carol has led large-scale projects to expand non-congregate sheltering options, improve service integration for youth and young adults experiencing homelessness, and increase trauma-informed homeless outreach in Seattle, Washington.

Undaunted by trying new things, Carol has embraced iterative processes to improve access to transitional housing, eliminate barriers to permanent housing, and improve service outcomes for BIPOC communities. Currently, Carol is leading workplace culture work, equitable budgeting strategies, and strategic planning at the City of Seattle Department of Neighborhoods. A leader from a young age, Carol was the first wheelchair-using student to attend Liberty High School and proved students with disabilities could be fully included in all aspects of student life. With ongoing determination, Carol uses her expertise in Section 504/ADA to ensure public-serving programs are accessible to all. Carol will offer strategic advice through the lens of disability justice.

Eugene Marmaziuk | Project Coordinator

BA in Business Administration | University of Washington (Tacoma)

As a first-generation Ukrainian-American immigrant, Eugene developed a holistic understanding of the intricacies and needs of low-income households, underserved populations, immigrants, and refugees. In his areas of study, Eugene graduated from the University of Washington (Tacoma) with a magna cum laude BA in Business Administration – Management. At the University of Washington, he developed and demonstrated strong research and writing skills, which enlisted his interest in underserved community initiatives. His passion for underserved communities has led him to pursue two minors in economics and nonprofit studies. His research interests at the University of Washington focused on diversity as well as learning about inequity issues in society. His role at Talitha Consults led him to support many centered project projects; with his linguistic abilities, he helped develop community engagement efforts and language access assessments, coordinating outreach and managing projects. On the projects, Eugene provides his expertise to the project team with data management and community engagement planning, quantitative analysis, and multicultural and multilingual insights, as well as helping manage the firm's everyday operations. As a manager in business operations and executive support, he tackles managing the day-to-day operations of Talitha Consults – from data management and IT to pursuing business development opportunities.

Luz Boys | Community Partnership Advisor & Bilingual Spanish Facilitator

MA in Applied International Studies | University of Washington

Luz supports Talitha with designing and implementing multicultural, multilingual, and multifaceted stakeholder engagement. Luz also brings extensive leadership and front-line experience in community development, specifically in Southern California. Her extensive experience living and working abroad has afforded her an impeccable ability to observe, synthesize and analyze discourse analysis based on empirical data and methodical research. In doing so, she can generate the most useful and actionable insights for her clients. Luz also brings excellent business acumen and impressive marketing skills to the team. Luz will support outreach and engagement activities with Spanish-speaking communities. She can provide translation and interpretation services for the team as needed.

Beryne Odeny, Advisor, Sr. | Research & Implementation Science

MPH & Ph.D. | University of Washington

Dr. Odeny will support quality assurance with impact and needs assessment through the lens of implementation science. As a global health and equity leader, Dr. Odeny has a track record of successful global, multisectoral collaborations with public sector leaders, community leaders, program managers, scientists, clinicians, patient groups, and funding agencies, among other stakeholders. Dr. Odeny excels in guiding organizations to translate data into meaningful information for transformative programmatic and policy impact. This, coupled with her expertise in clinical research, operations research, and analytical skills, equips Dr. Odeny with holistic guidance and insights to multisectoral

clients that Talitha supports. Dr. Odeny is a medical doctor with a degree in Medicine and Surgery from the University of Nairobi, Kenya, and a Master of Public Health degree in Global Health and a Ph.D. in Dissemination and Implementation Science from the University of Washington. For this project, Dr. Odeny will lead quality control and quality assurance (QA/QC), guided by the best practices from the implementation science field so that key deliverables from Talitha are effective, meaningful, and sustainable, with measurable goals along the process.

Jonathan Joseph | Racial Equity and Social Justice Advisor
MA in Public Health & Urban Development | University of Washington

Jonathan has deep roots in the community and continues his passion for community advocacy, working to elevate the lived experience of people to policy and decision-making systems. Jonathan graduated from the University of Washington with a double masters in urban planning and public health. His works focus on understanding how the built environment and policy and actions within communities, affect the economic, educational, and health outcomes for individuals. As a melanated, multilingual immigrant to the United States, Jonathan experienced the challenges of systemic oppression and has used that experience to root his work in undoing historically systemic oppression and providing direct service to communities. In his current role as Executive Director of Tukwila Children's Foundation, he has worked to foster an organization grounded in the experience of students and families in the community. His work has helped create actionable systems that decolonize wealth, provide direct service aid to students, and elevate student voices to state education policy boards. Jonathan uses his experience to build trusting, authentic relationships in the community, partnering together to find creative solutions. Jonathan will advise the team on equitable community engagement with young people and vulnerable populations.

B. COMPARABLE PROJECTS

In the last three years, Talitha Consults supported the following agencies with organizational assessments, assessment analysis, and developing and prioritizing recommendations:

City of Vancouver (WA) (2023-Present): The City of Vancouver, WA engaged Talitha to support the Office of Diversity, Equity & Inclusion Department with the development of a city-wide Language Access Plan (LAP). Although still in its initial stages, the project approach entails four key phases somewhat similar to that of MAC's DEI organizational assessment—1. Review and assess the current landscape of city-wide materials and engage with various stakeholders through a mixed method engagement in order to gather insights, including in-depth interviews, community outreach, and public community survey; 2. Provide qualitative and quantitative analysis; 3. Develop an LAP with recommendations and prioritization of recommendations; 4. Train employees on the LAP to support the implementation. The project is currently between phases 1 and 2.

City of McMinnville (OR) (2022-Present): Talitha recently delivered a Community Involvement Strategy not only to support the revised Parks, Recreation, and Open Space Master Plan but also to inform and augment the City's overall engagement and communication strategies. In partnership with the city staff and MIG Inc.—the prime consultant—Talitha designed and implemented mixed-method community engagement strategies, including in-depth individual interviews, a listening session with stakeholders, provided a facilitation guide for conversations with teens and supported the development of two multilingual community surveys.

Utah Transit Authority (UT) (Jan-October 2023): In 2023, Utah Transit Authority engaged Talitha to perform an organizational assessment and update the agency's community engagement strategic plan. Building off the current landscape assessment, Talitha developed an agency-wide community engagement strategic plan for the next five years shaped by holistic feedback and data gathered from UTA's internal/external stakeholders and users.

Green Mountain Transit (VT) (2021-2022): Green Mountain Transit is the largest bus operator in Vermont and Talitha designed and implemented a series of multi-day agency-wide Justice, Equity, Diversity, and Inclusion workshops. Approximately 225 participants attended the workshops, including bus operators, maintenance staff, administrative staff, executive leadership, community representatives and board members. Talitha conducted a series of in-depth individual interviews, small group discussions, and an internal agency survey to assess GMT's organizational values and climate landscape of GMT and used the results to identify training priorities and plan workshop content. Key findings from the needs assessment were applied to create a curriculum that connected to a diverse audience and was relevant to a wide range of roles, identities, and lived experiences. Post-workshop outcomes reported that participants had increased self-awareness, confidence, and ability to work in diverse groups and build positive community relationships. In addition, Talitha developed racial equity tools for the GMT board and various departments to use in their long-term strategic planning.

Bend Parks and Recreation District's Diversity, Equity and Inclusion Assessment (OR) (2020-2021): Bend Parks and Recreation (BPRD)—one of the largest park districts in the State of Oregon, engaged Talitha to lead an organizational assessment on diversity, equity and inclusion. Areas of inquiry included the organization's current values, culture and climate, internal relationships, and community satisfaction. Assessment results were used to make recommendations for equity-centered services and organizational change. The final report also included actionable recommendations and practices for future parks, recreation, and open space planning. The fifteen-month project also included engaging staff, park patrons, and community members to identify successes and barriers in accessing park and recreation services. Talitha conducted numerous individual in-depth interviews, focus groups and one community-wide survey in both Spanish and English, through which 940 unique survey takers participated. The final report was presented and unanimously accepted by the district's board of directors in January 2022. Talitha's staff also translated the final assessment report into Spanish.

References:

We included the following references; refer to the previous section for full project descriptions.

Reference 1: City of McMinnville, OR

- **Contact Name:** Susan Muir, Parks and Recreation Director
- **Address:** 230 NE Second Street, McMinnville, OR 97128
- **Phone:** (503) 434-7310
- **Email:** susan.muir@mcminnvilleoregon.gov

Reference 3: Bend Parks & Recreation District, OR

- **Contact Name:** Bronwen Mastro, PLA, LEED BD+C, Landscape Architect
- **Phone:** Direct (541) 706-6152, Office (541) 389-7275
- **Email:** bronwenm@bendparksandrec.org

MIG Inc. | Prime Contractor for PROS Plan

- **Contact Name:** Jon Pheanis, AICP, Principal & Director of Portland Operations at MIG (Prime Consultant on the Project)
- **Address:** 506 SW 6th Ave, Suite 400, Portland, OR 97204
- **Phone:** (503) 297-1005 ext. 2120
- **Email:** jonathanp@migcom.com

Reference 4: Utah Transit Authority

- **Contact Name:** Megan Waters, Community Engagement Director
- **Email:** MWaters@rideuta.com

Reference 5: City of Vancouver, WA

- **Contact Name:** Diana Betancourt Macias, Diversity, Equity, and Inclusion Coordinator
- **Address:** 415 W 6th St, Vancouver WA 98660
- **Email:** Diana.BetancourtMacias@cityofvancouver.us

2. Approach for Organizing and Accomplishing Tasks and Activities

A. PROJECT UNDERSTANDING

Through our recent interactions with the City of McMinnville (MAC) for the PROS plan update, we have witnessed that the City understands the significance of aligning its DEI strategy with understanding and responding to community needs, be it responding to individual residents, community-based organizations, or other institutional/organizational partners. We see that the City is grappling with these key questions—

1. How do we show up for the community in a way that ‘create(s) a culture of acceptance and mutual respect that acknowledges differences and strives for equity’?
2. What do we need (capacity and resources, both tangible and intangible) to get to where we want to go?
3. How do we know whether and to what extent the City has progressed?
4. Who gets to define McMinnville’s success in DEI postures and initiatives?

The City’s Engagement and Inclusion Priority also offers a tangible framework to align its DEI strategy with its operations.

Talitha understands that the final deliverables are an assessment report summarizing strategies and goals for the City based on assessment findings and help develop prioritization and recommendations that meet the five objectives in MacTown 2032.

Collectively, we bring approximately 65 years of direct experience in equity-centered strategic planning and organizational assessment, coupled with promising practices through the DEI lens. Our work utilizes unique strategies to elevate the voices of historically marginalized and underrepresented communities, especially in governance and policy planning. Our team’s diverse lived and professional experiences and multicultural backgrounds will further enrich the connection we build with the community at large.

Our proposed response includes careful research and review of current policies, procedures, and programs in before we launch into action. From our extensive experience, in-depth individual interviews with internal and external stakeholders have proven to be highly effective in gaining a

deeper understanding of community needs, institutional strengths, and growth areas. Because of our team's multilingual skills, we can also conduct these interviews in languages other than English if necessary. For recruitment, we will use multilingual and multicultural communication methods to disseminate information.

We will ensure that our deliverables—organizational assessment, analysis, report, and presentations—are guided by the universal design to increase inclusion. We want to comfort McMinnville – many resources are available that will empower this work. Therefore, we want to highlight that while this work may feel intimidating, Talitha is ready to bridge McMinnville with resources and expertise that fulfill its project's anticipated vision.

B. APPROACH TO WORK:

Our extensive experience designing and implementing equity-centered language access services, strategic planning, and professional development has taught us that **embedding DEI principles in government is a science and art process**. It also requires intentionality, patience, and investment of time and resources. Guided by carefully researched results and goals communicated through the initial inquiry process, our integrated project approach carefully balances trauma-informed planning, culturally grounded facilitation, and support. We have embedded authentic and timely feedback mechanisms throughout the planning process.

Implementation Science Framework to guide Program Implementation, Quality Assurance, and Quality Control (QA/QC): Talitha uses RE-AIM, an analysis tool used to measure five dimensions: Reach, Effectiveness, Adoption, Implementation, and Maintenance / Sustainability. Our clients greatly benefit from this approach because Talitha delivers reliable and evidence-based outcomes and because they have access to a replicable evaluation and planning tool to advance Equity and Social Justice.

Research framework and literature to guide the research and assessment process:

At Talitha, we regularly use the socioecological framework when supporting public agencies of varying sizes with public engagement needs. This framework is also useful for identifying areas of opportunity, gaps, and barriers in the advancement of DEI values within an organization. Each element in this framework will help ensure that proposed methods for McMinnville are carefully planned and implemented in an integrated fashion so that one day, DEI principles become an integral part of the City's core values and mode of operations, not just a program or a project with start and end date. We have utilized the Government Alliance on Race and Equity; Race Forward: The Center for Racial Justice Innovation's Racial Equity Impact Assessment Toolkit and resources from Othering and Belonging Institute.

Dissemination of Communication: When it comes to disseminating communication, we pay close attention to informal and formal channels to engage, elevate and empower individuals and businesses from historically disadvantaged and underrepresented communities. We plan to notify this partnership opportunity with the Metro through ethnic radio stations and news outlets, worship centers, formal and informal leaders from refugee and immigrant communities, ethnic food trucks and restaurants, refugee resettlement agencies, developmental disability support agencies, language-specific and cultural liaisons from K-12 institutions, ethnic chambers of commerce, trade and community colleges and young-people serving agencies. Additionally, we will augment our outreach efforts with digital

notifications to gatekeepers who manage listservs for COBID-certified firms, such as the Office of Business Inclusion and Diversity, ethnic and cultural chambers of commerce, refugee resettlement organizations, and immigrant resource centers.

C. WORK PLAN & DELIVERABLES

The following is our proposed work plan and deliverables based on the scope provided in the RFP. In consultation with the KCLS team, we will co-create (trans-creation) deadlines and responsibilities to set clear project expectations and objectives; at the moment, we've set estimated timelines based on the RFP deadlines.

Phase 0: Project Management (ongoing)

Task 0.0: Project Kick-Off

Activities: We will design and facilitate a kick-off meeting with city staff to select and confirm specific methodology, clarify the scope of work and project roles, establish the project schedule and communication protocols, and review the proposed approach and immediate next steps. Other objectives of this meeting will be to build community between the project team and the Talitha team.

Deliverables: Within a month of contract execution, one 1.5-hour virtual initial kick-off meeting – with the project team; within five business days of the kick-off meeting, a draft of the project's work plan will be submitted to the City for review and approval.

Value-added service

- Talitha uses project management software that we can share with the City. This platform makes it easy to track milestones/timelines and store deliverables and documents in one shared drive.
- Meeting minutes will be archived in a mutually agreed upon cloud-based shared drive. At Talitha, we use business G-Suite for document management – we can provide a shared drive at no additional cost. Nonetheless, we can work with the City's preference for any archival/storage management platform.

Task 0.1: Monthly Virtual Project Meetings with the DEIAC

Activities: Talitha's project manager plus 1-2 key team members will meet the DEIAC once a month for the entirety of the project. We will make ourselves available to support with agenda-setting as well as facilitation.

Deliverables: Virtual monthly project meetings, meeting agendas, and meeting minutes. As the project ramps up, the project meeting might happen twice a month.

Value-added service Talitha Consults is experienced with working with McMinnville's Diversity, Equity, and Inclusion Advisory Committee. Currently, in partnership with MIG Inc., Talitha Consults delivered a Community Involvement Strategy for the Parks and Recreation Department. We've worked with a few DEIAC members and the staff liaison throughout this project. We are aware of the dynamics, procedures, and facilitation processes with this committee.

Task 0.2: Monthly Virtual Project Meetings with the Project Team

Activities: Talitha's project manager plus 1-2 key team members will meet the project team once a month for the entirety of the project.

- The Consultant recommends regularly scheduled meetings (for example, on the third Tuesday of every month). Talitha will send the meeting agenda to the project team at least 48 hours prior to the meeting for review and approval.
- Charis M. Hnin, Talitha's project manager, usually facilitates these meetings. In her absence, Carol Rozumalski will support with facilitation.

Deliverables: Virtual monthly project meetings, meeting agendas, and meeting minutes.

Phase 1: Landscape Analysis & Organizational Assessment (1-5 months)**Task 1.1: Discovery Process**

Activities: The Consultants will begin the organizational assessment process with a preliminary review of pertinent documents. In this phase, we will prioritize reviewing existing information that will help the Consultant better understand employee experiences, organizational strengths and weaknesses, DEI policies and processes and employee DEI competency and receptiveness. By taking a deep dive into your materials and data, including auditing prior accomplishments, current policies and procedures and workforce statistics as well as understanding demographics, trends, and issues that are relevant to the agency, the Consultants will be able to provide a thorough snapshot of the City's systemic racism mitigation posture in both internal and external environments.

Deliverables: Preliminary findings document. Here we will provide a preliminary finding report that includes a review of processes in place that enable the collection of disaggregated demographic data; the promulgation of fairness and diversity policy with the goal of aligning and centering MacTown 2032 DEI-centered goals and objectives in the City's operations, services, spaces and structures. This task is vital for the development of recommendations to enable City-wide transformation. Key activities include materials review, data assessment, and an audit of past and current initiatives.

Value-added service: A graphic summary attached to a written report.

Task 1.2: Design & Implement Organizational Assessment

Activities: Talitha Consults wants to empower our clients. Thus, we will conduct mixed-method internal and external engagement activities using non-proprietary tools and resources so that they are accessible to the public and available to the City to revisit on a regular basis after the initial assessment is complete. For example, the City will be able to reuse as well as adapt moderator's guides for in-depth individual interviews as well as internal assessment guidelines and worksheets after the initial assessment is complete.

At a minimum, a comprehensive engagement method should assess whether and to what extent the City's workforce and stakeholders are aware of the existing engagement and partnership efforts and practices within the organization. Also, assessing whether the workforce understands the relevance of meaningful community engagement in their day-to-day work is critical. By assessing these core areas, the City would be able to identify gaps in its DEI principles and practices. The assessment process should include how effectively the City has communicated to its employees on why the agency is prioritizing the five DEI objectives as a part of its strategic goals in the present context. All the

activities for this task are geared toward collecting quantitative and qualitative data needed to analyze the City's values and existing and emerging efforts as they pertain to DEI initiatives.

Talitha will apply the social justice and racial equity framework developed by the Government Alliance on Race Equity (GARE) in all our engagement activities. We'll pay careful attention to the interplay between cultures, power dynamics and values present within the City—both present and past. We will take into consideration the successes, challenges and complexities of implementing the MacTown 2032 Strategic Plan.

Task 1.3: Application of the assessment tool to each of the City's seven departments

Activities: Mixed Method Engagement Activities outlined below:

1. In-Depth Individual Interviews: Talitha Consults will lead a series of in-depth interviews (a total of 28 interviewees) held via telephone in English and Spanish or other languages on an as-needed basis.

- Total of 7 department heads
- Total of 14 department staff (2 staff per department)
- Total of 14 users or customers of City services (2 users per department) from historically marginalized communities.

2. Listening Circles with Internal Stakeholders: Talitha Consult will conduct a series of three listening circles for internal stakeholders to learn more about the internal efforts and to inform the stakeholders of future plans (recommendations and prioritization). We hope this step allows the City to enlist buy-in and creates a feedback loop where participants can provide their insights. *This proposed task (listening circles) is a value-added service; in the past, these sessions have proven effective in gaining internal support for DEI initiatives.

- One listening session to learn about the current landscape and inform them of this project and its process of developing recommendations
- One presentation and listening session to update about the key findings from current landscape assessment
- One post-assessment listening session to solicit feedback on prioritizing recommendations (ensuring that prioritization is both feasible and meaningful in the landscape of what each department/stakeholder does).

Deliverables: A summary document and presentation of key discussions from all three sessions.

Task 1.4: A comprehensive needs assessment, including a report summarizing DEI strategies and goals for the organization based on the results.

Activities: Talitha Consults will use the organizational assessment findings to develop a comprehensive report summarizing DEI strategies and goals for the City. This report will be the groundwork for prioritizing recommendations to help meet the five engagement and inclusion objectives in MacTown 2032.

Deliverables: Final needs assessment report, which includes a summary of DEI strategies and goals based on organizational assessment findings, multiple strategies for enhancing the City's relationships

with various partner agencies and organizations, and recommendations relevant to the City Engagement and Inclusion objectives. At Talitha, we call this report a ‘SCOR’ which stands for Strengths, Challenges, Opportunities and Risks.

Phase 2: Prioritization of Recommendations & Report (5-7 months; Anticipated completion of Spring 2024)

Task 2.1: Prioritization of Recommendations

Activities: Talitha will develop and submit a preliminary draft of the recommendations. We have embedded a feedback mechanism so the City and its diverse stakeholders can offer feedback throughout the development process. We will solicit stakeholder feedback to enlist strategies and ensure that the prioritization of recommendations is meaningful and actionable for the City.

- In this process, there will be one post-assessment listening session to solicit feedback on prioritizing recommendations. We will gather feedback from the stakeholders to ensure that prioritization is both feasible and meaningful in the landscape of what each department/stakeholder does. *Please refer to Phase 1, Task 1.3, for mixed-method engagement details.*

Deliverables: Talitha will submit preliminary, semi-final, and final drafts (with three revision opportunities). The final draft of the report/presentation will include prioritized recommendations that help meet the five Engagement and inclusion objectives in MacTown 2032, including but not limited to:

- a) Short and long-term priorities for each department to improve their cultural responsiveness, recommendations for capacity building, and service delivery improvements.
- b) Short and long-term training recommendations for all City of McMinnville employees.
- c) Short and long-term policy and procurement recommendations for the City of McMinnville.

Task 2.2: Final Deliverable Presentation to the DEIAC and the City Council.

Activities: Talitha Consults, in partnership with the project staff, will create a presentation with the work contained in deliverables from phases 1 and 2 and present the findings and recommendations to the DEIAC and the City Council.

Deliverables: Final presentation slides; presenting findings, strategies, and recommendations to the DEIAC and the City Council.

PROPOSED TIMELINE

	2023	2024							
Task	Dec	Jan	Feb	Mar	Apr	May	Jun		
Kick-Off Meeting 0.0									Phase 0
Task 0.1 & Task 0.2									Phase 1
Task 1.1									Phase 2
Task 1.2								★	Milestone
Task 1.3									
Task 1.4 ★									
Task 2.1									
Task 2.2 ★									

3. Approach and Abilities to Interact and Engage with Diverse Stakeholders

Charis and the leadership at Talitha are experienced and disciplined public speakers who have done extensive presentations to diverse constituents, stakeholders, and elected officials for a wide variety of topics, both in-person and online. In our work nationally and internationally, we have demonstrated our commitment to building support and gaining trust. Our approach stems from our values and commitment to engage with diverse stakeholders with cultural humility, racial equity & social justice, practicing radical inclusion, leading with meaningful community engagement (i.e., “to work with communities in a way that’s sensitive, supportive, inquiring and carefully analytical, challenging but not directive or patronizing” – Marie Kennedy, University of Massachusetts, Boston; and attentive & compassionate listening. We hope to do the same for the City of McMinnville communities and diverse stakeholders.

Additionally, to reduce barriers, we will accommodate stakeholders’ needs and accommodation requests. Collectively, Talitha team members speak twelve different languages, allowing us to provide translation and accommodation services per the client’s request. To demonstrate our commitment to reinvest in historically marginalized and overburdened communities and to honor their time/insights, we will offer stipends and/or grants to community partners and individuals in focused communities who participate in engagement events (participants from historically marginalized communities). These practices help us mitigate the participation barriers of time and income.

When it comes to disseminating communication and recruitment opportunities, we pay close attention to informal and formal channels to engage, elevate, and empower individuals and businesses from historically disadvantaged and underrepresented communities. This strategy is especially important for focusing our recruitment on historically marginalized communities - Black, Indigenous, Person of Color (BIPOC), immigrant/refugee, housing insecure, and non-English speaking community members.

4. Key Points of Input and Review with City Staff and the DEIAC.

Our extensive experience has taught us that process planning matters to complete the scope of work on time and within budget. Thus, we research and plan carefully before any deadlines and objectives are finalized. In consultation with the City’s project manager, we will co-create (trans-creation)

deadlines and responsibilities to set clear expectations and project objectives. Charis Hnin will be the designated project manager and the primary contact for interactions with the City's project manager and team. Talitha's clients have direct access to Charis' work cell phone to call or text for needs that are urgent and can't wait for project meetings. In her absence, Carol Rozumalski will serve as a deputy project manager. This minimizes any interruptions in service and deliverables.

In our proposed fixed budget, we have built-in travel and accommodation expenses. Although Talitha is based in Washington state, our team members will remain flexible to support the City in person or in hybrid as necessary. We understand that when consulting for advisory board members or elected officials, consultants work around their schedules not ours. We will establish multiple points of check-ins and communications with the City's project manager and staff to ensure the goals and needs of the organization are being met. Past and present clients have consistently commended Talitha for being thorough and responsive.

Our communication methods with clients are based on a project manager-to-project manager approach, regularly scheduled project meetings, continuous communications via email, shared drive for information sharing and document management, project management tool (Zoho projects for the internal team), and team meeting notes.

Charis and the leadership at Talitha are experienced and disciplined public speakers who have done extensive presentations to diverse constituents, stakeholders, and elected officials for a wide variety of topics, both in-person and online. In fact, she has interacted with a few DEIAC members for the PROS Plan.

We recognize Talitha Consults is an out-of-state firm. Therefore, for us to build a strong coalition with local leaders, movers and shakers is an imperative, not an option.

5. Proposer's Approach and Methodology for Preparing the Project Cost Estimate

The proposed total budget for this work is not to exceed **\$92,500.00**.

CITY OF MC MINNVILLE: ORGANIZATIONAL ASSESSMENT: DIVERSITY, EQUITY, & INCLUSION					
Detailed Fee Schedule					
LABOR					
Name of Organization's Team Member(s)	Description of Task	Hourly Bill Rate	Estimated Number of Total Project Hours	% of Involvement	Total
Charis M. Hnin		\$200.00	163.50	40%	\$32,700.00
Carol Rozumalski		\$178.00	69.00	15%	\$12,282.00
Eugene Marmaziuk		\$70.00	351.25	30%	\$24,587.50
Jonathan Joseph		\$148.00	27.50	5%	\$4,070.00
Luz Boys		\$148.00	27.50	5%	\$4,070.00
Beryne Odeny		\$178.00	23.00	5%	\$4,094.00
		Total Labor Hours		Total Labor Cost	\$81,804

OTHER EXPENSES (e.g., communication & graphic design, travels, translation, interpretation services, etc.)		For costs that are <i>not</i> included in labor, with a description and cost for each expense.	
Description of Item(s)	Estimated expense per unit	Estimated quantity of units	Total Cost
Seattle to McMinnville OR round trip - car rental + gas	\$650.00	3	\$1,950.00
Accommodation - team member 1	\$107.00	6	\$642.00
Accommodation - team member 2	\$107.00	6	\$642.00
Per Diem - team member 1	\$59.00	6	\$354.00
Per Diem - team member 2	\$59.00	6	\$354.00
Communication & graphic design & other reimbursable costs	\$2,250.00	1	\$2,250.00
Incentives / Stipends for community-engaged practices			\$4,500
Total Other Expenses			\$10,692.00
GRAND TOTAL COST			\$92,495.50

Supportive Information

RELEVANT PROJECT SAMPLES



EXECUTIVE SUMMARY

In the first version of the Community Engagement Strategic Plan (CESP), the Community Engagement Department (CED), in partnership with Talitha Consults (Talitha), shared the key findings on the current landscape of UTA's community outreach and engagement (CO&E) practices; areas for improvement, and identified four strategic priorities for engagement over the next five years. These strategic priorities and their associated activities are informed and shaped by diverse perspectives and priorities from internal and external key stakeholders with whom the project team engaged in various points of the process—reference CESP Process Map on page 7 for details.

In the initial phase, Talitha generated a report documenting strengths, challenges, opportunities and risks (SCOR) based on a thorough review of existing policies, procedures, and practices related to public input, the agency-wide strategic plan, and programs led and co-led by CED—reference SCOR Analysis on page 10. The SCOR analysis was followed up with mixed-method engagement activities that involved extensive internal and external stakeholder and public involvement to ensure a range of perspectives inform the plan and priorities at UTA.

The internal and external stakeholders expressed the need for **a unified agency-wide community outreach and engagement philosophy coupled with strategic direction and implementation plan inclusive of impact measures**. Community members who participated in Talitha-facilitated listening sessions offered solutions and expressed interest in more opportunities to share their experiences and suggestions related to transit. Overall, UTA's efforts to improve community engagement were received positively, but most stakeholders identified potential risks associated with inauthentic engagements and capacity limitations. The most common theme is the need to build trust and accountability inside and outside of UTA.

Guided by these key findings, Talitha developed CESP guided by a framework with four pillars designed to support the agency-wide strategic priorities and success goals.

Community Engagement Strategic Plan Framework: Four Pillars

At the center of the strategic plan is a commitment to build and strengthen community engagement work at UTA. Four core pillars will guide CED's work:

1. Engagement culture, practices and postures
2. Public input, involvement and participation
3. Collaboration and partnership
4. Diverse customer experience

As part of the strategic plan, four priorities have been identified to encourage CED staff, leaders and their internal and external supporters to design solutions for the future by addressing outreach and engagement barriers. In so doing, CED strives to center the voices and visions of diverse community members in the agency's transportation planning and decision-making process.

Utah Transit Authority Community Engagement Strategic Plan (2/2)

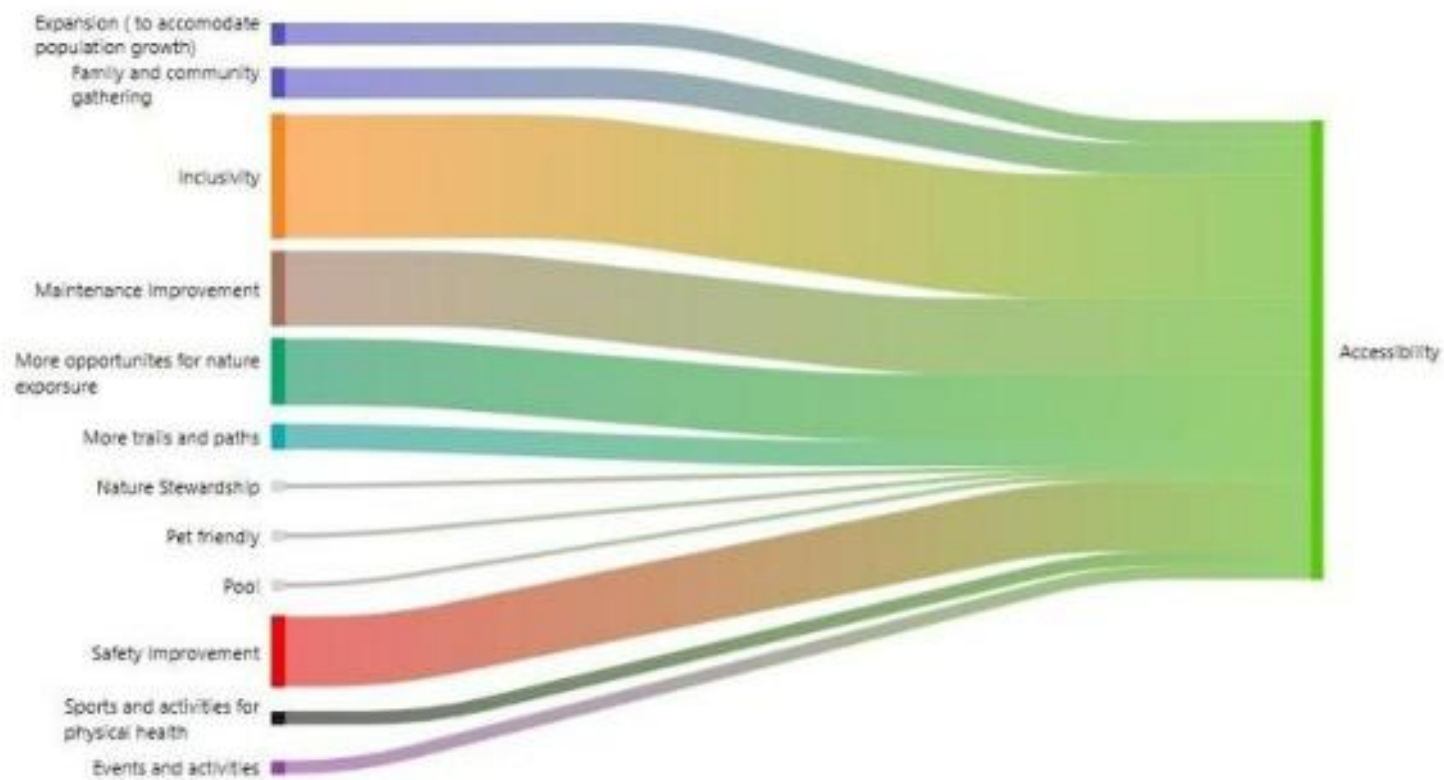
Talitha conducted an analysis to better understand what respondents meant by “accessibility” because we noticed that respondents used the terms inclusive and accessible interchangeably. Through the Sankey diagram shown below, we have discovered that when respondents mentioned accessibility or accessibly, they also meant—

Meaning 1: Being Inclusive

Meaning 2: Tied between their desires to see more investing in “Safety Improvement” and “Maintenance Improvement”

Consultants recommend the City to reflective on the following questions to avoid confusion as the City strives to advance inclusion and accessibility city-wide:

- Is there a gap between the survey respondents’ understanding of inclusion and accessibility compared to how the City’s defines inclusion and accessibility?
- Does the City use these two terms interchangeably?
- In what ways these terms are similar? And in what ways are they different?
- What are the ramifications of combining inclusion and accessibility together?



Sankey 2.2 : What survey respondents meant by accessibility

Diversidad, Equidad & Inclusión (DEI) Evaluación Organizacional

Informe preparado para el Distrito de Parques y Recreación de Bend

Diciembre del 2021

Charis May Hnin

TALITHA CONSULTS LLC | 14900 INTERURBAN AVE S #271 | WWW.TALITHACONSULTS.COM



**Bend Parks & Recreation District (OR) Diversity,
Equity & Inclusion (DEI) Organizational
Assessment (Spanish) (1/2)**

*English version can be accessed via BPRD's website:
https://www.bendparksandrec.org/wp-content/uploads/2022/12/DEI-Assessment-FINAL-for-publication_to-BPRD-1.19.22.pdf


Talitha Consults

Interdisciplinary • Multilingual • People-centered

Resumen Ejecutivo

“Me imagino que el Distrito de Parques y Recreación de Bend (BPRD) se convertirá en un líder de justicia en nuestra región”, dijo un miembro del personal en un grupo de enfoque centrado en la diversidad, la equidad y la inclusión (DEI) a principios del 2021. Entonces, ¿qué significa? ¿qué necesitaría hacer BPRD para seguir el camino de la justicia social en la posición que se encuentra institucionalmente en la región? Este informe explora estas preguntas y describe los pasos iniciales que BPRD ha tomado en los últimos 15 meses para avanzar la diversidad, equidad e inclusión (DEI). Este informe también describe los puntos clave de la evaluación organizacional y encuesta a la comunidad diseñada por Talitha Consults (Talitha) en asociación con MIG (subconsultor). Termina con recomendados pasos a seguir, con un enfoque claro para ayudar al distrito a avanzar DEI con esfuerzos tanto interna como externamente.

Cada una de las fases en la evaluación de DEI está interconectada. Como tal, Talitha y el equipo del proyecto DEI del distrito implementaron una participación multifacética e iterativa que consiste de entrevistas individuales, grupos de enfoque, y encuestas al personal y a la comunidad. La figura 1 en la página 5 resume gráficamente todo el proceso.

Hallazgos clave de la evaluación organizacional:

Para esta fase, los consultores evaluaron los documentos pertinentes, entrevistaron a los grupos clave de interés y realizaron una encuesta al personal de trabajo. Con base en esta evaluación interna, encontramos que –

1. El distrito se puede beneficiar estableciendo un sistema para monitorear e informar la diversidad demográfica de los grupos de interés (internos y externos). Al hacerlo, el distrito podrá establecer una línea de base para medir el progreso de DEI a largo plazo.
2. La Equidad es un valor relativamente nuevo para el distrito. Por lo tanto, es necesario que haya una coordinación sistemática para definir y medir oportunidades y resultados equitativos internamente y externamente.
3. Actualmente, la inclusión es definida por el distrito de la siguiente manera: “individuos con o sin discapacidades que participan en actividades recreativas simultáneamente¹.” Mientras esta definición de la inclusión había proveído un mayor acceso para los usuarios con diversa neurodiversidad y limitaciones físicas, existe una gran necesidad de aumentar el acceso para otros grupos que han sido agobiados o reprimidos debido a el racismo estructural, la xenofobia, una brecha de riqueza² cada vez mayor y otras formas de injusticias sistemáticas que han impedido el florecimiento de todas las poblaciones.

Otro componente clave de la evaluación organizacional es la encuesta al personal de trabajo. Talitha recibió 165 respuestas en total para esta encuesta. Los puntos clave de aprendizaje de la encuesta al personal incluyen –

- Aproximadamente 79% del personal indicó interés en aprender sobre DEI.

¹ https://www.bendparksandrec.org/wp-content/uploads/2022/12/DEI-Assessment-FINAL-for-publication_to-BPRD-1.19.22.pdf
² Findings from the

Bend Parks & Recreation District (OR) Diversity, Equity & Inclusion (DEI) Organizational Assessment (Spanish) (2/2)

*English version can be accessed via BPRD's website:
https://www.bendparksandrec.org/wp-content/uploads/2022/12/DEI-Assessment-FINAL-for-publication_to-BPRD-1.19.22.pdf

Página 2

TALITHA CONSULTS FLYER



Talitha Consults
INTERDISCIPLINARY + MULTILINGUAL
+ PEOPLE-CENTERED

Talitha Consults is a team of interdisciplinary and multilingual professionals who supports organizations and communities with equity-focused community planning and leadership development workshops. We are regional planners, educators, facilitators, researchers, communicators, designers, and community builders.

Talitha is a value and impact-driven team. Every member of Talitha is committed to:

- Racial equity & social justice
- Meaningful community engagement
- Contextualized & asset-based solutions
- Entrepreneurial thinking
- Steadfast & thorough customer support
- Attentive & compassionate listening
- Deliver programs in-person and virtual

COMMUNITY PLANNING
We partner with clients to develop strategies for capacity building, mobilization, education and outreach that aim to bring greater inclusion, equity and positive transformation.

LEARNING & DEVELOPMENT
We design and deliver leadership development, racial equity and social justice workshops tailored to each client's needs.

MULTIMEDIA COMMUNICATION
We produce cutting-edge design combined with powerful storytelling using video, audio, animation, graphic design, boost social media performance and improve search engine optimization.



CO-CREATE + SUSTAIN

We equip and empower our national and international clients with tools and mechanisms necessary to plan, strategize, and operationalize comprehensive equity-centered planning relevant to their contexts and cultures. Talitha's strength is its partners and advisors who bring expert-level knowledge and experience from diverse industries.

Each team member's unique linguistic and cultural background further enriches the client experience. Collectively, we speak nine languages. Our team thinks and acts inclusively while putting equity and sustainability at the forefront of everything we do. Diversity is not what we do, it is **WHO WE ARE TOGETHER.**

We tailor interdisciplinary teams specific to our clients. Along with quantitative and qualitative research, we integrate 21st century technology and multimedia to address barriers that might limit inclusion and active participation of diverse groups of people in community planning, policymaking, and other decision-making processes.



Twitter
[@talithaconsults](https://twitter.com/talithaconsults)



Facebook
www.facebook.com/talithaconsults



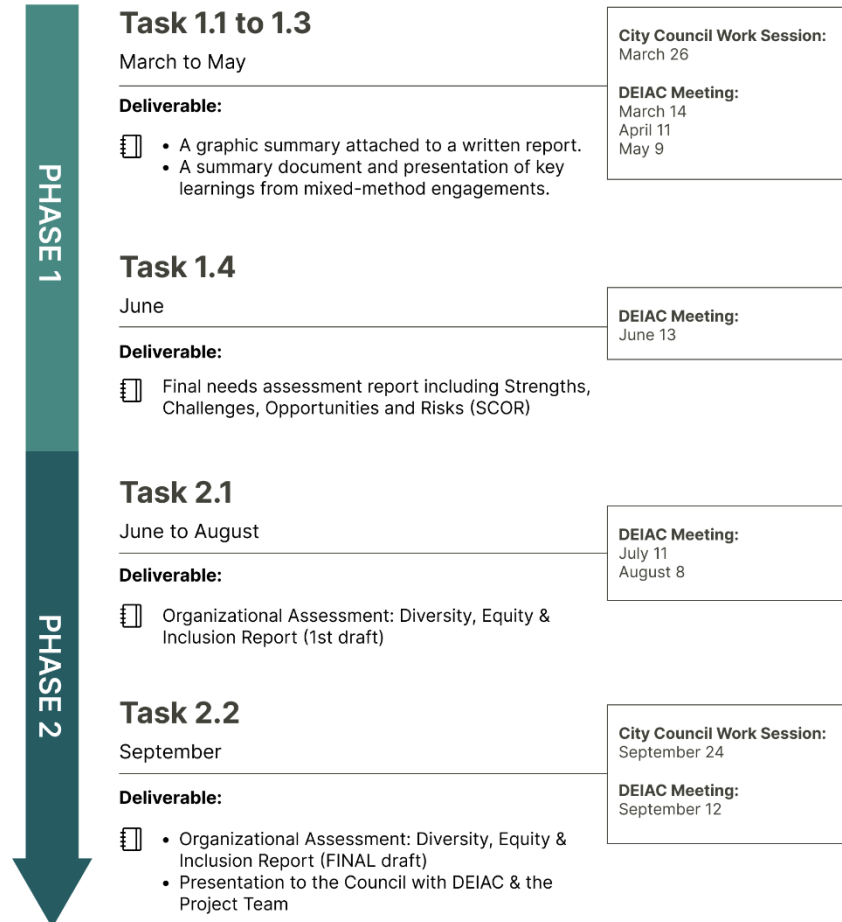
206.422.8260
charis@talithaconsults.com



14900 Interurban Avenue South
Suite 271
Tukwila, WA 98168

Timeline

February - End of September 2024



**DEIAC = Diversity Equity Inclusion Advisory Committee



CITY OF MCMINNIVILLE: Organizational Assessment Initiative (CMAI)

March 26, 2024



Talitha Consults

Interdisciplinary • Multilingual • People-centered

DIVERSITY IS WHO WE ARE TOGETHER, NOT WHAT WE DO.



Talitha Consults LLC – based in WA State, serving nationally and internationally

- Principal Founder is a regional planner by training, “equitable and sustainable community planning is a multi-sector effort”.
- Interdisciplinary | Multilingual | People-centered, rooted in **the culture of care for shared humanity**
- Inclusive & meaningful engagement and communication **as our default approach**
- Cultivating communities that are more just, fair and inclusive is **a journey**, not a one-and-done effort.

Guiding Principles: Racial equity, social justice and radical inclusion. Equitable development. Entrepreneurial mindset. Steadfast & thorough customer support. Asset-based solutions. Deep listening.

Guiding Framework: Government Alliance on Race and Equity, The Center for Racial Justice Innovation’s Racial Equity Impact Assessment, and Othering and Belonging Institute, Socioecological Framework for change management & Implementation Science.

Service Model: To empower and equip our clients. Their success is our success!



Beryne Odeny, MD, PH.D
Strategic Advisor for
Implementation Science



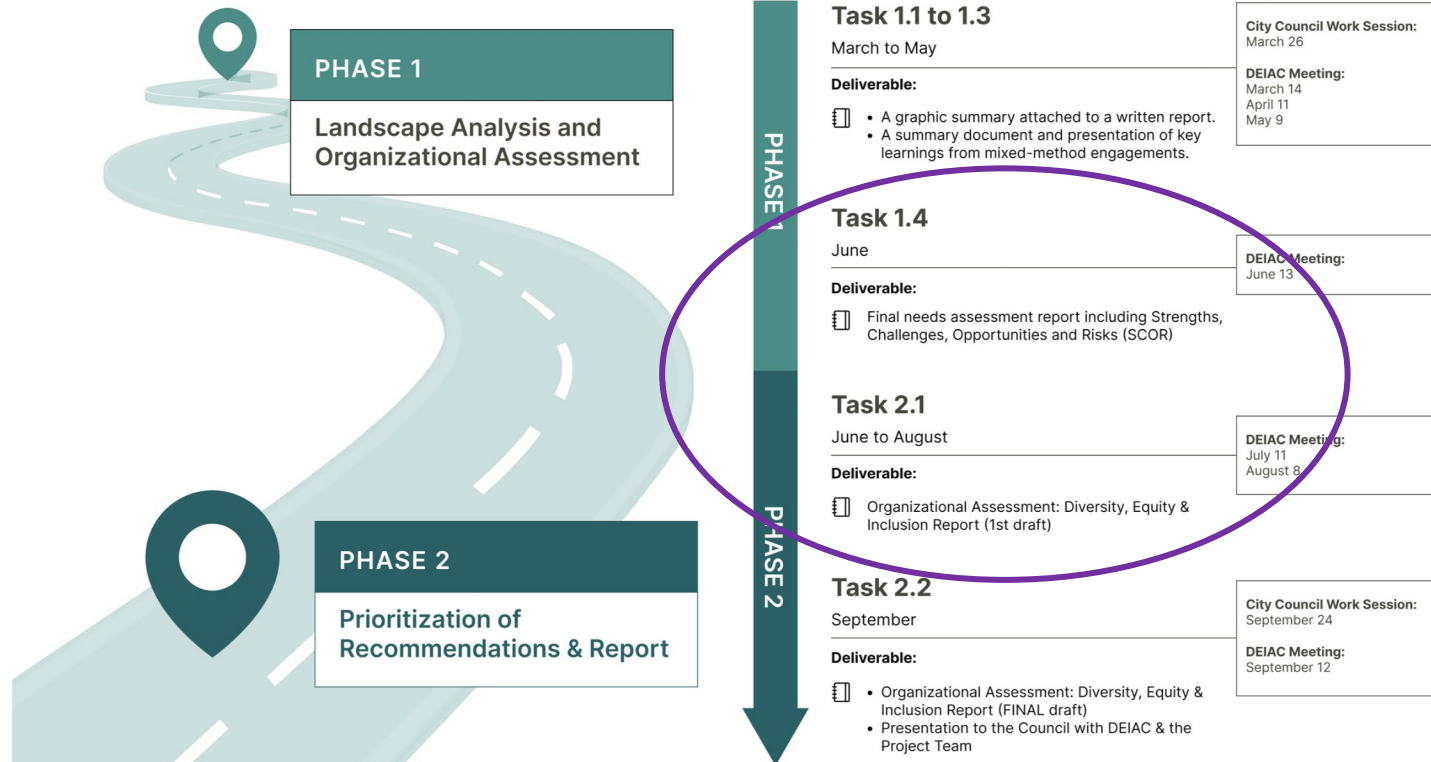
Jonathan Joseph, MURP & MPH
Racial Equity & Social Justice Advisor
Equitable Development



- ❑ Scientists, researchers, health care professionals, regional and urban planners, social workers, educators, designers, policy analysts & communication experts.
- ❑ Fluent in fourteen languages between 9 people, including Chinese, Somali, Spanish, Swahili and Vietnamese (multicultural and multilingual).
- ❑ Cultural humility augmented by a culture of self-reflection and self-awareness.

Timeline

February - End of September 2024





PHASE 1

- A summary document and presentation of key learnings from mixed-method engagements.

Task 1.4

June

Deliverable:

- Final needs assessment report including Strengths, Challenges, Opportunities and Risks (SCOR)

DEIAC Meeting:
June 13

Task 2.1

June to August

Deliverable:

- Organizational Assessment: Diversity, Equity & Inclusion Report (1st draft)

DEIAC Meeting:
July 11
August 8



Existing landscape assessment(NOW)

I. Primary: (People-centered Approach)

- Individual in-depth interviews with key stakeholders (Points of Contact)
- Listening sessions
- In-language targeted population
 - Quant + Qual (empirical data)

II. Secondary: (Purposeful - data findings into insights)

- American Community Survey
- 2020 Census Data - granular level
- School district data
- Public Health & Human Services (State & County)
 - Quant + Qual (empirical data)



Culturally Informed

Culturally Grounded

Cultural
Humility

Culturally
Relevant/Appropriate

Culturally Responsive

Incorporate meaningful and diverse inclusion in all we do AT TALITHA



Present municipal clients:

- ☐ **City of McMinnville, OR (Present)** *Supported with engagement for Parks Master Plan*
- ☐ **City of Vancouver, WA (Present)**
- ☐ **Oregon Metro, OR (Present)**
- ☐ **King County, WA (Present)** *Parks, Dept of natural resources & parks, Metro, Community Development*
- ☐ **TriMet, OR (Present)**

Some municipal clients in the **last** 5 years:

- ☐ **City of Burlington, VT**
- ☐ **Utah Transit Authority, UT**
- ☐ **Tacoma Pierce County Public Health, WA**
- ☐ **City of Tukwila, WA**
- ☐ **Green Mountain Transit, VT**
- ☐ **WA State Department of Ecology, WA**
- ☐ **Bend Parks and Recreation District, OR**

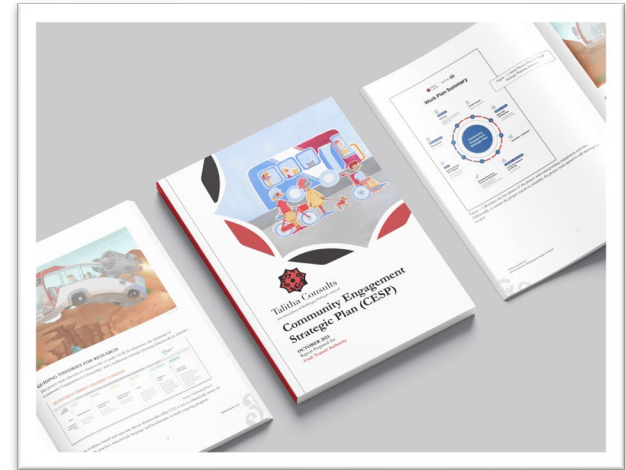


Image of a professional document
highlighting art created with Youth Artists
from diverse backgrounds

Revised on 03/27/2024
49 of 141



Time for questions

Thank You!!
ကျေးဇူးတင်ပါသည်
Gracias.
Danke. ကရုဏာ

Asante
Sana



PROCLAMATION

Supporting the designation of April 2024 as Parkinson's Awareness Month

WHEREAS, Parkinson's disease is a chronic, progressive neurological disease and is the second most common neurodegenerative disease in the United States; and

WHEREAS, the Michael J. Fox Foundation for Parkinson's Research is dedicated to finding a cure for Parkinson's disease through an aggressively funded research agenda and to ensuring the development of improved therapies for those living with Parkinson's today; and

WHEREAS, there is inadequate data on the incidence and prevalence of Parkinson's disease, but it is estimated to affect nearly one million people in the United States, including more than 20,000 people in Oregon, and that number is expected to more than double by 2040; and

WHEREAS, it is estimated that 90,000 individuals of all ages are diagnosed annually with Parkinson's disease in North America, 50% higher than the 60,000 annual diagnoses that research previously suggested; and

WHEREAS, it is estimated that Parkinson's costs \$52 billion per year, of which the federal government shoulders \$29 billion, leaving American families to cover the remaining \$29 billion; and

WHEREAS, it is estimated that more than 1.6 million people in the United States will be impacted by Parkinson's disease by 2037, at an estimated economic burden of \$80 billion; and

WHEREAS, there is no known cure or drug to slow or halt the progression of the disease, and available treatments are limited in their ability to address patients' medical needs and remain effective over time; and

WHEREAS, the City of McMinnville recognizes the efforts of the Michael J. Fox Foundation for Parkinson's Research as it leverages its core values of optimism, urgency, resourcefulness, collaboration, accountability and persistence in problem-solving to work on behalf of the 6 million people of all ages worldwide living with Parkinson's; and

WHEREAS, increased research, education and community support services are needed to find more effective treatments and to provide access to quality care to those living with the disease today.

NOW, THEREFORE, I, Remy Drabkin, Mayor of McMinnville, do hereby proclaim April 2024 as:

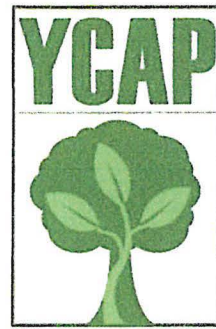
Parkinson's Awareness Month

IN WITNESS WHEREOF, I have hereunto set my hand, this 26th day of March, in the year two thousand twenty-four.

Remy Drabkin, Mayor

March 2024
YCAP Board Meeting

ENTERED INTO THE RECORD
DATE RECEIVED: 03/26/2024
SUBMITTED BY: Councilor Menke
SUBJECT: Advice and Information



PO Box 621
McMinnville, OR 97128

Administrative Office:
1317 NE Dustin Court
McMinnville, OR 97128
Phone: 503-472-0457
Fax: 503-472-5555

Service sites available
online at yamhillcap.org

Point-In-Time (PIT) Annual Homeless Count

Background

The Point-in-Time (PIT) count is a count of sheltered and unsheltered people experiencing homelessness on a single night in January. HUD requires that CoCs conduct an annual count of people experiencing homelessness who are sheltered in emergency shelter, transitional housing, and Safe Havens on a single night. CoCs also must conduct a count of unsheltered people experiencing homelessness. Each count is planned, coordinated, and carried out locally. (HUD Exchange)

Conducted and coordinated locally (Yamhill county) but driven by Rural Oregon Continuum of Care (ROCC) and federal requirements through HUD.

PIT data is used nationally and locally to understand homeless trends. It is also commonly used by funders to make funding decisions.

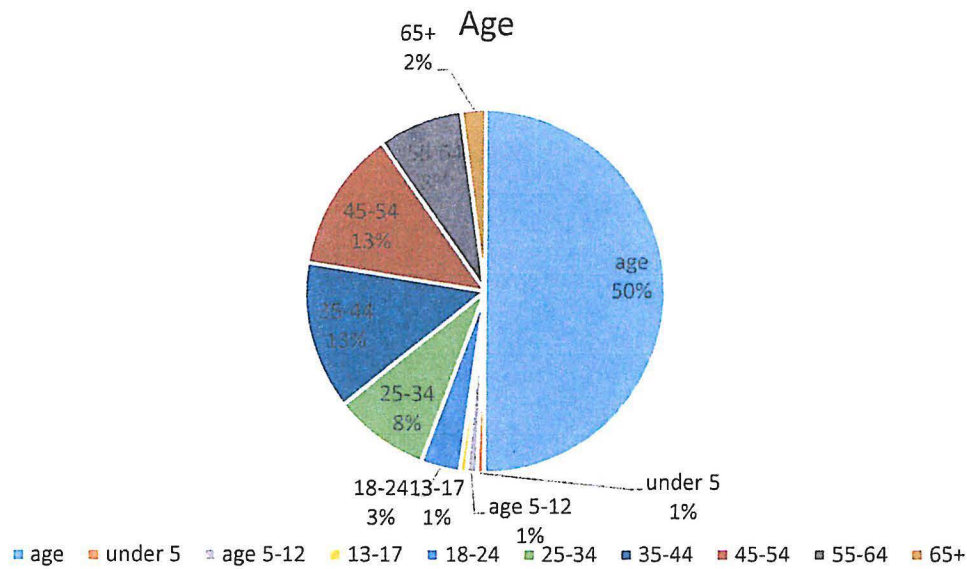
COVID impacted the count the last several years. Consequently, Yamhill county has not done a full count since 2019. In 2024, we conducted a full count on January 24th with about 50 volunteers, 7 drop-sites, and 5 street teams.

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Unsheltered Homeless Results – Preliminary, Final, and Unpublished

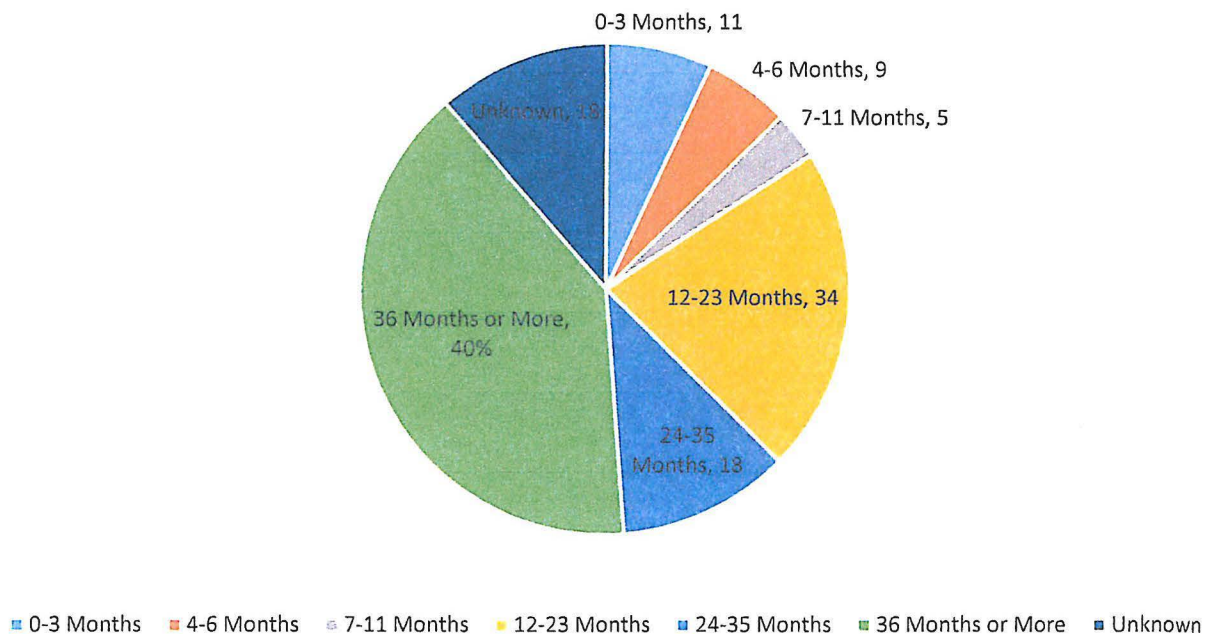
Unsheltered Homeless Total: 158

- Two-thirds are male.
- Only 9 veterans (6%) identified.
- One-third (36%) chronically homeless.



For nearly half (47%) this is NOT their first time homeless. In fact, MOST (73%) have been homeless more than one year. 40% have been homeless more than 3 years.

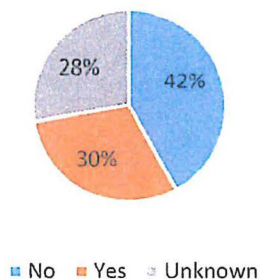
How Long Have You Been Homeless This Time?



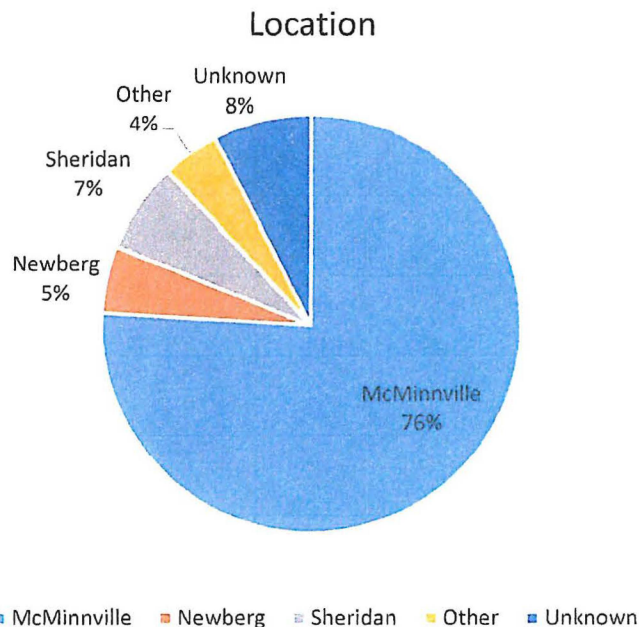
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- About one-third (34%) report a substance use disorder.
- About one-third (37%) report a chronic health condition.
- About one-fourth report a mental health condition (28%) or physical health condition (30%).
- Close to one-third (30%) report having DV experience.

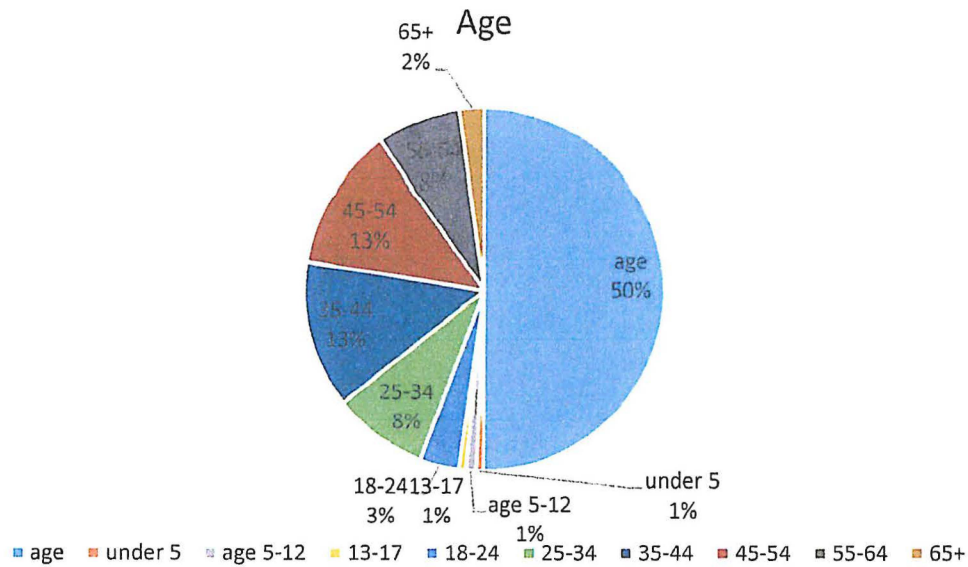
Have You Experienced Domestic Violence, Dating Violence, or Sexual Assault or Stalking?



The majority of the unsheltered surveyed were in McMinnville.

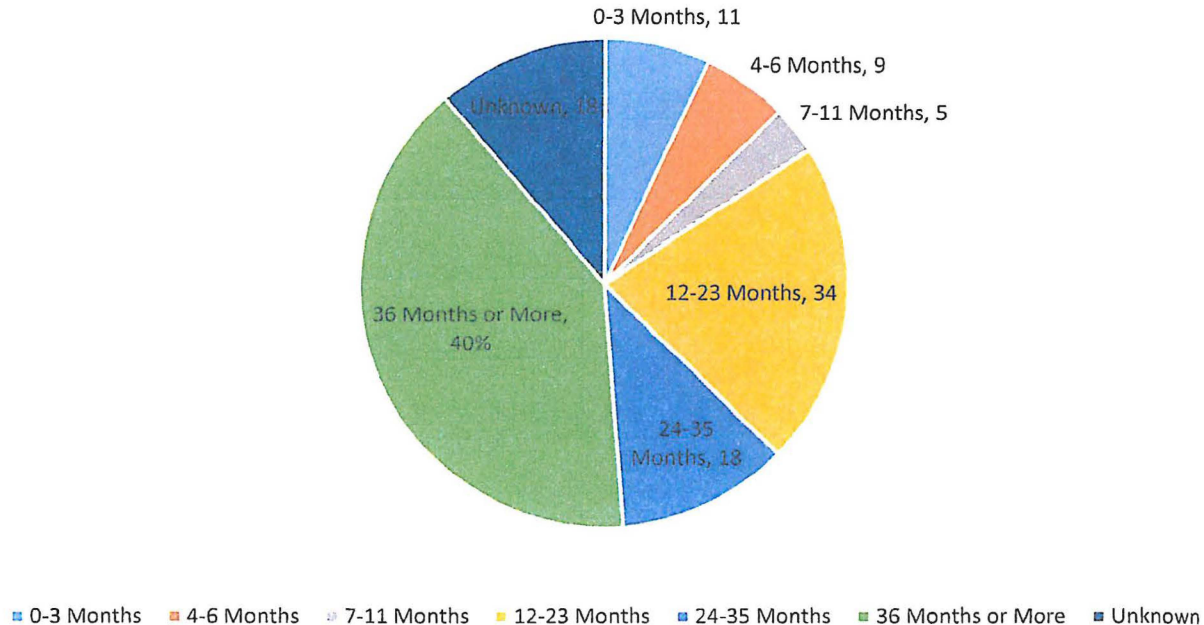


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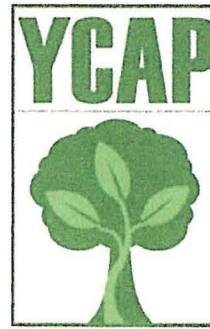
How Long Have You Been Homeless This Time?



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March 2024
YCAP Board Meeting

Point-In-Time (PIT) Annual Homeless Count



PO Box 621
McMinnville, OR 97128

Administrative Office:
1317 NE Dustin Court
McMinnville, OR 97128
Phone: 503-472-0457
Fax: 503-472-5555

Service sites available
online at yamhillcap.org

Background

The Point-in-Time (PIT) count is a count of sheltered and unsheltered people experiencing homelessness on a single night in January. HUD requires that CoCs conduct an annual count of people experiencing homelessness who are sheltered in emergency shelter, transitional housing, and Safe Havens on a single night. CoCs also must conduct a count of unsheltered people experiencing homelessness. Each count is planned, coordinated, and carried out locally. (HUD Exchange)

Conducted and coordinated locally (Yamhill county) but driven by Rural Oregon Continuum of Care (ROCC) and federal requirements through HUD.

PIT data is used nationally and locally to understand homeless trends. It is also commonly used by funders to make funding decisions.

COVID impacted the count the last several years. Consequently, Yamhill county has not done a full count since 2019. In 2024, we conducted a full count on January 24th with about 50 volunteers, 7 drop-sites, and 5 street teams.

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Unsheltered Homeless Results – Preliminary, Final, and Unpublished

Unsheltered Homeless Total: 158

- Two-thirds are male.
- Only 9 veterans (6%) identified.
- One-third (36%) chronically homeless.

> 400 Rental assist
> 1000 identity
157 Room housing placement
> 200 Transitional housing

J. a. V. m. } not as many children / families
The people that remain are the
ones with most significant ~~area~~
issues. This gives the appearance
of a significant problem with
fewer homelessmen - an overstated
presence

200 only prioritized for Turkey 65 or older
or medically fragile

within 30 days

YCAP NEWSLETTER

Quarterly Newsletter for Yamhill Community Action Partnership

■ Spring Edition 2024

HOUSING: Coordinated Entry Breaks Service Records

Coordinated Entry is a streamlined system that enables families to access resources as well as housing and YCAP shelter programs. In 2017, YCAP established the first coordinated entry system for Yamhill County both online via the website www.anydooryamhill.org and by phone at 503-687-1494. Any individual seeking support for eviction prevention, rental assistance, shelter services, rapid rehousing, etc. goes through the coordinated entry process to determine what programs might be available that best serves their needs. When Coordinated Entry started seven years ago, YCAP had one staff member dedicated to answering these calls for help. Over the years, as more families have reached out needing housing support, YCAP has expanded the number of staff available to answer the calls and direct clients to the most appropriate programs.

YCAP's Coordinated Entry	2018	2019	2020	2021	2022	2023	Percentage change between 2018 and 2023
Clients Served	550	492	683	977	1021	2033	270%
Adults (over 18)	389	381	511	755	781	1533	294%
Non-Adults (under 18)	139	101	161	207	223	475	242%
Chronically Homeless	94	123	160	273	304	374	298%
Veterans	46	33	26	44	51	94	104%

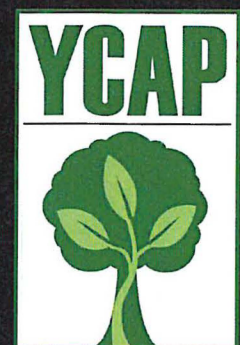
YCAP's coordinated entry system data shows a dramatic increase in the number of calls from our community. The percentage of unduplicated clients served by YCAP through coordinated entry has increased by 270% from 2018 to 2023. Most of the clients served by YCAP are families who are seeking rental assistance or eviction prevention. Keeping these families housed is a critical step towards reducing homelessness in our community. It is much easier to help someone stay housed than to find housing for them after an eviction. Another large group served by coordinated entry, which has increased by 298%, are individuals experiencing chronic homelessness. Households who are chronically homeless often need the highest level of wrap-around services to achieve housing stability. Programs like Turnkey and the Navigation Centers are designed to address the significant housing barriers associated with chronic homelessness.

2024 YCAP BOARD OF DIRECTORS

BOARD OFFICERS:

Carrie Zimbrick, Chair
Jon George, Vice Chair
Kellie Menke, Treasurer
Arlene Worden, Secretary

David Case
Ron Noble
Dallas Pedersen



HOUSING: 2023 PIT Count Reveals Suprising Trend



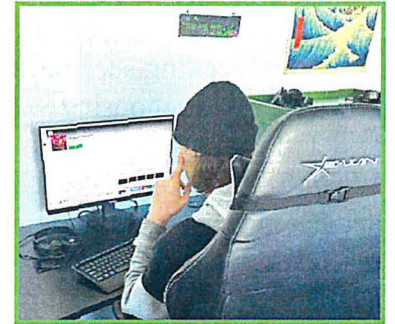
The 2023 Point-in-Time (PIT) homeless count identified 182 people who were unsheltered in Yamhill County representing a significant reduction from prior years. While the number has declined, the percent of individuals experiencing physical, mental, and behavioral health barriers has increased which continues to impact the community.

YOUTH OUTREACH: YO Mac One Year Anniversary



Last Spring, Youth Outreach opened the long-awaited McMinnville Drop-In Center, and the new location has already made a significant difference in the lives of at-risk, runaway, and homeless youth in McMinnville. To date, 86 unduplicated youth have received vital support and services at the new YO Mac. While the footprint of the center is small, the impact of the services received by youth is immeasurable. In addition to helping youth directly, YO Mac staff have deepened connections with Chemeketa Community College, McMinnville Public Library, McMinnville High School, McMinnville counselors, Juliette's House, and more.

With three dedicated on-site staff members, YO Mac is able to provide a wide variety of services that support the social, emotional, physical, and mental health of at-risk youth. YO Mac has been an incredible resource for McMinnville youth to have equal access to the Transitional Living Program, and area youth no longer need to travel to gain access to critical shelter, employment, and housing resources. YO Mac already has two tremendous success stories from the past year highlighting the importance of the new Drop-In Center:



Jay* came into YO Mac unsure if the staff could help him. He was couch surfing and occasionally living with his ailing grandmother ever since his parents kicked him out of their home when he turned 18. Jay was able to find a job but was struggling to maintain it because of his lack of stable housing.

Youth Outreach staff talked to Jay about participating in the Transitional Living Program (TLP) which seemed like a great fit, and he quickly moved into one of the group apartments. Jay is now able to continue working and saving money while living in the TLP apartment, and he is grateful to get a chance at a fresh start. Since joining this program, Jay has been able to connect with other youth, excel at his job, and is beginning to consider working towards his GED. The staff are all excited to continue working with Jay and for what the future brings.

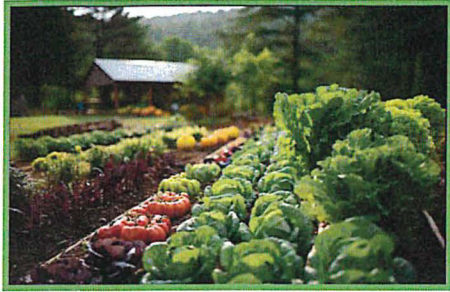


Felix* is a young adult who the Youth Outreach case managers met while conducting street outreach. He had been living on the streets in a number of different communities in Yamhill County for over a year and was unsure about working with YO staff. In the beginning, he expressed mistrust in other organizations with which he had worked.

At first, he only came into the Drop-in Center for basic needs such as a new tent and hygiene supplies, but slowly he began to develop a connection with the staff. After some time, Felix began working with a case manager and set a goal to obtain a job and housing with YCAP's assistance. In January, he was able to get a job and is working with us to utilize a housing voucher in the future. We are all very excited to see Felix succeed and look forward to continuing to work with him!

*Names were changed to protect privacy.

FOOD BANK: The Ever Growing Need To Feed



March is National Nutrition Month, which focuses on sustainable and healthy eating habits. This year's theme, set by [health.gov](https://www.health.gov), is "Beyond the Table" which highlights the farm-to-fork approach to nutrition.

The YCAP Regional Food Bank collects, purchases, and delivers approximately 2 million pounds of food annually to families facing hunger in Yamhill County. The distribution of fresh, nutrient rich food to our partner pantries and meal sites is vital for healthy children, adults,

and seniors who are struggling financially. Fresh produce and proteins are the costliest items purchased by the Food Bank. With increased demand and a significant surge in food prices this past year, we continue to need your help to fill the shelves to ensure that our partner agencies have nutritious food available for families in need!

With summer just around the corner, it is the perfect time to start thinking about a backyard garden. If you have an exceptional green thumb, please remember that your bounty would be happily accepted by the YCAP Food Bank. For many children, the summer months can mean food insecurity because they no longer have access to regular school meals. You can help not only by donating fresh produce and proteins, but also by making an automatic monthly gift to the Food Bank.

You can support the families in our community who rely on the YCAP Food Bank by donating online at www.yamhillcap.org/donate or you can make a gift using the enclosed envelope.

FOOD BANK: The 2024 Melt Down



The 2024 Melt Down once again met our *grate* expectations! For every sandwich purchased during the month of February, \$2 is donated to the YCAP Regional Food Bank. With help from Big Gouda sponsor Simpson Electrical Construction Company, 44 participating businesses, and community supporters, 12,664 sandwiches were sold and more than \$25,442 was raised for the Food Bank! Not only does this fundraiser support the Food Bank, it also benefits our local businesses and encourages some friendly competition as they *grilled* their way to win the coveted "Biggest Cheese" Awards.

Announcing the *gouda* news!

The 2024 Winners are, *cheese roll* please...

Two Dogs Taphouse, Wheel Division Winner with 954 sandwiches,
The Diner, Wedge Division Winner with 844 sandwiches,
Taste of the World, Slice Division Winner with 751 sandwiches,
and... Taste of the World, People's Choice Winner with 146 votes.

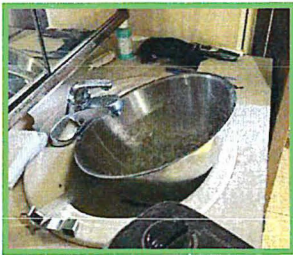
Thank you to everyone for participating this year. Mark your calendars because the Melt Down will *brie* back in 2025!

Now, go forth and *Cheese* the day!

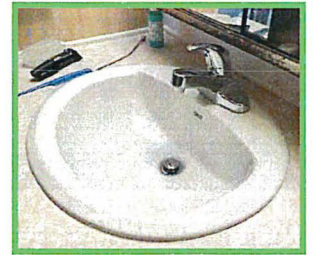


They really *melted* the competition!

WEATHERIZATION: Safety For Seniors



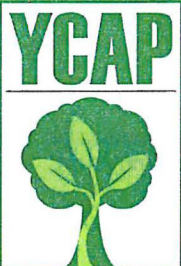
YCAP's Weatherization staff was helping a senior man who has a disability. He lives in a manufactured home that received a new heat pump, insulation, and bathroom fans. During the energy audit, staff noticed he was not able to use his sinks due to leaky plumbing, and the sinks were no longer attached to the waste line. This unhealthy situation needed to be resolved to ensure he could stay safely in his



home. YCAP utilized Hillside Foundation funding to replace both sinks and all plumbing fixtures which will make the home more livable for this senior.

The YCAP Weatherization team would like to recognize The Hillside Foundation for their incredibly generous gifts. Their support helped ensure this gentleman was safe to continue living in his home.

THANK YOU FOR YOUR CONTINUED SUPPORT!



Yamhill Community Action Partnership (YCAP):

Administrative Office/Drop Box Location
1317 NE Dustin Court
McMinnville, OR 97128
503-472-0457

YCAP is an equal opportunity provider and employer.

Youth Outreach Centers:

Drop-In Hours: M-F 12:00 p.m. - 8:00 p.m.

YO Berg
719 E First Street
Newberg, OR 97132
503-538-8023

YO Mac
335 NE Sixth Street
McMinnville, OR 97128
503-687-1481

Added on 03.27.2024
9 of 9

Amended on 03/27/2024
60 of 141



MW&L Quarterly Update

March 2024



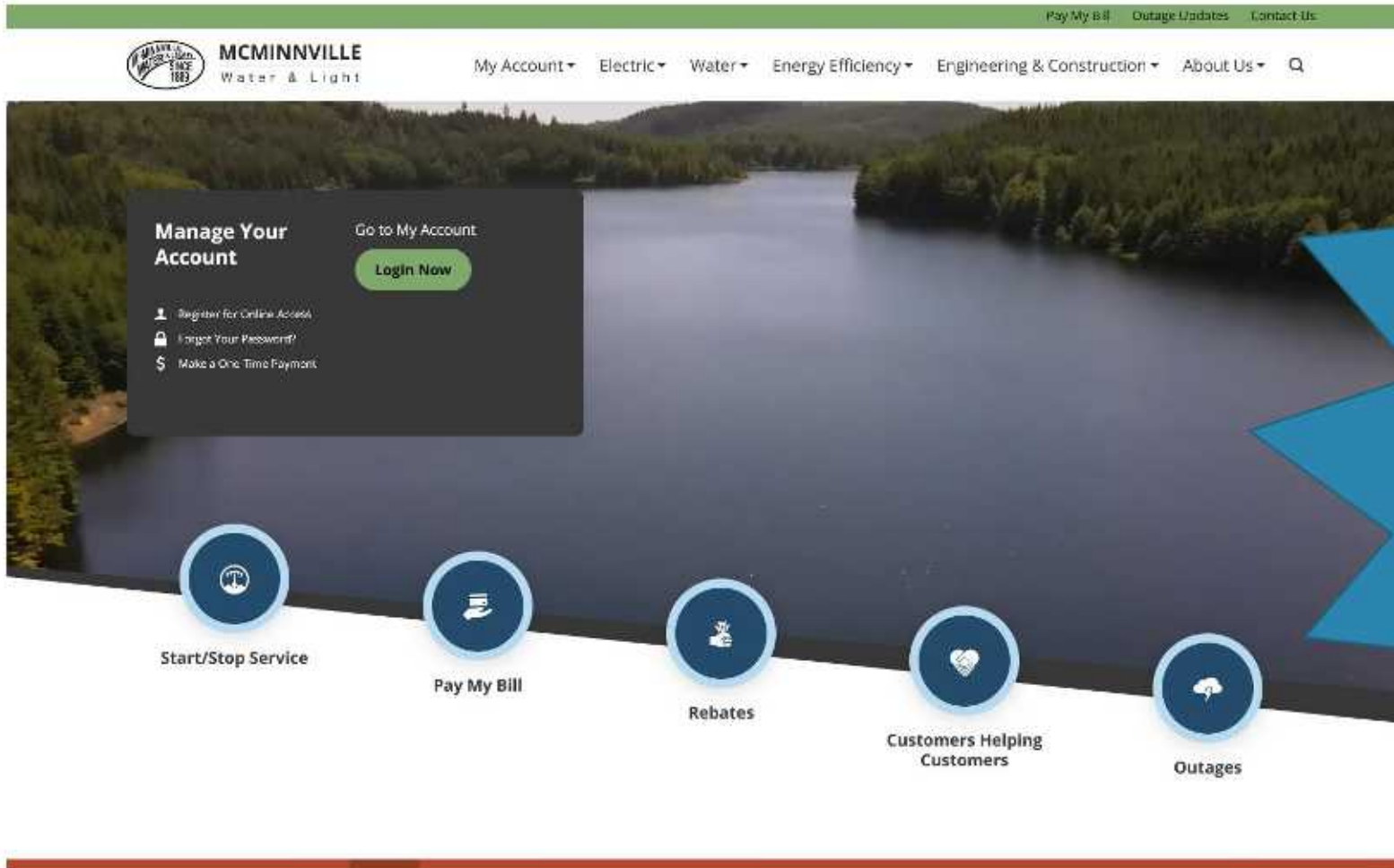
Link Reservoir (holds 250 million gallons)



Topics:

- Website
- Marsh Lane
- Recent Ice Storm
- Power Supply Challenges
- Rates
- Items 'in the works'

Website



New website
launched
February 2024!

mc-power.com



Marsh Lane Landscaping Project

Completed February 29



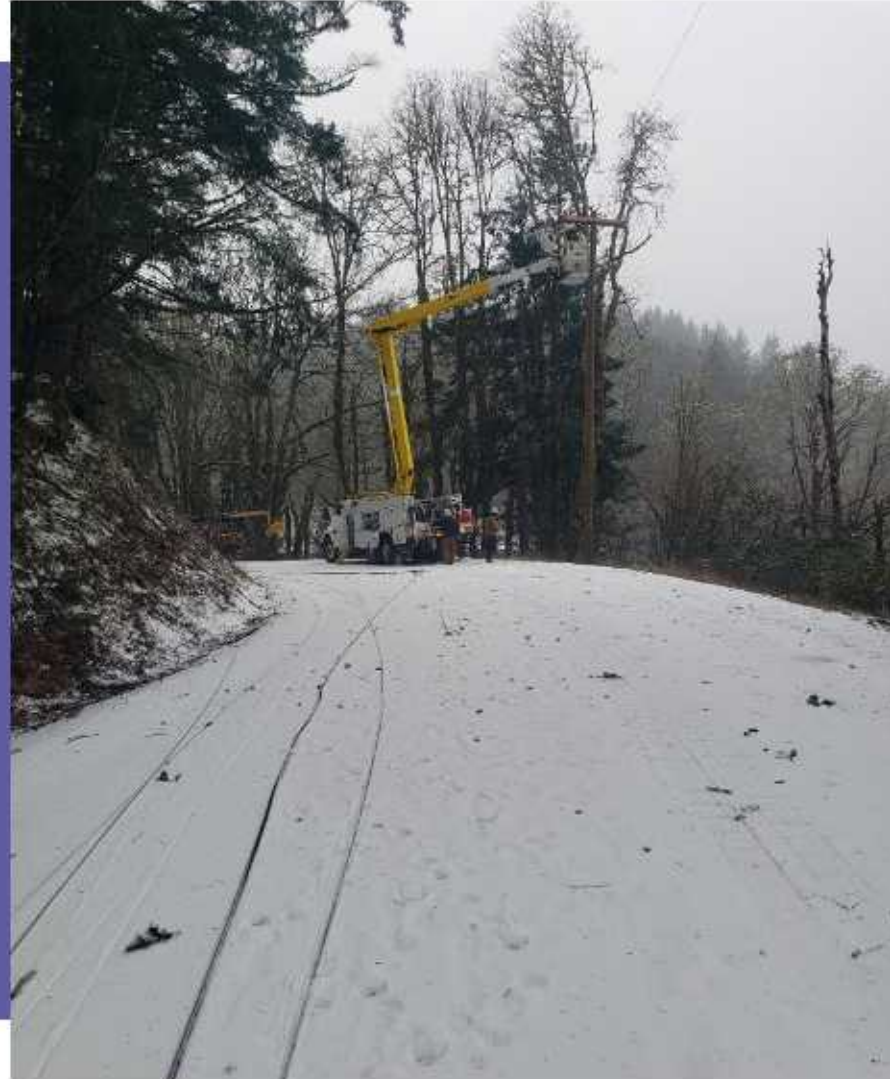
- Over 700 tons of rock installed
- Project Cost approx. \$50,000
- Over 350 labor hours invested



Marked improvement in safety, security, and access for employees and customers

Ice Storm 2024

- January 13-17, 2024; 4-day damage period
- Across Oregon, saw estimated \$72 million in damages and 500,000 homes without power at storm peak
- MW&L faired very well through the storm
- One outage impacting 106 customers in rural area for approx. 8 hours



Proactive Approach:

- Distribution Miles
 - 173 miles OH
 - 165 miles UG
- Most new construction is UG
- MW&L has a year-round tree trimming program
- Change out about 75 poles per year, looking to increase to 120 (~2% of poles each year, 50-year life)
- Pole test and treat program

Springfield Damage

MW&L Crews assisted SUB for 13 days



A person's silhouette is shown in the foreground, looking through a telescope. The telescope is pointed towards a city skyline at sunset. The sun is low on the horizon, creating a warm, orange glow. The city buildings are silhouetted against the bright sky. The text "Looking ahead...." is overlaid in a blue font.

Looking ahead....

Power Supply Challenges



Future BPA Challenges:

MW&L's Main Source for Power Supply

- Constraints of Transmission System.
 - 2023 Cluster Study identified \$3.9 Billion in new transmission builds.
- Columbia River Treaty aka Canadian Entitlement (~10% of power costs)
- Residential Exchange (~14% of power costs)
- Water Supply
 - Currently 85% of normal (Reduced net secondary revenue)
- Contract Negotiations for next 20-year period
- Litigation Stay (CRSO)
 - \$300 million in additional costs over 10 years
- Fish & Wildlife (~25-30% of power costs)

Impacts to MW&L:

- Future Resources
 - currently developing Integrated Resource Plan (IRP)
 - BPA Tier 1 power costs \$35/mwh, Tier 2 costs \$62/mwh
 - Replacement Power
 - Potential Lower Snake River Dam Removal
 - Average 1,000 MW
 - Balancing for Intermittent Renewable Resources (ie. solar/wind)
- Increased costs (Inflation)
- Rate Impacts

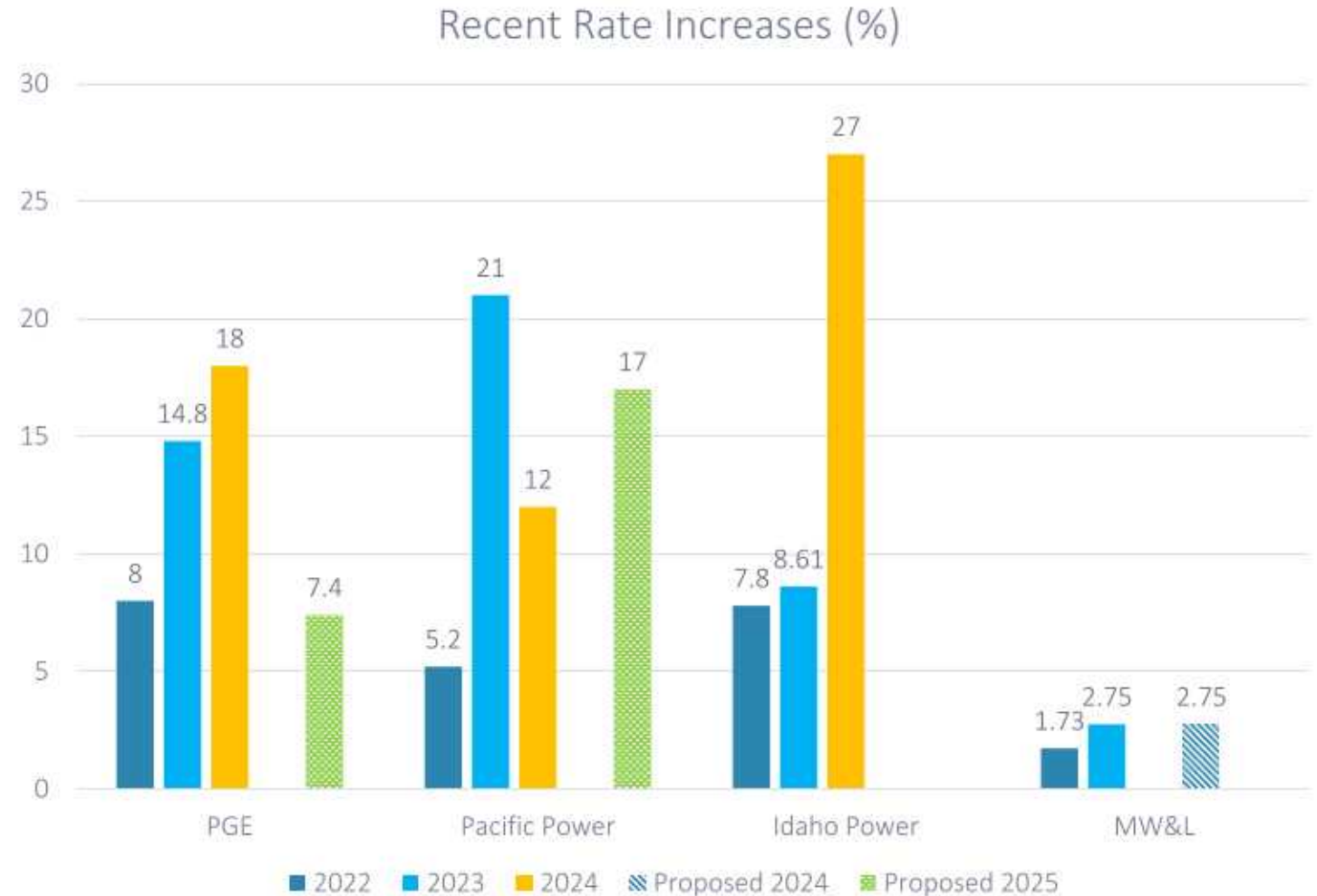
Rate Increase Trends

❖ Double digit rate increases facing many utilities

WHY?

- Energy Resources (future)
- Investments in Transmission
- Wildfire Mitigation (tree trimming and distribution system upgrades)
- Market Volatility
- Inflation:
 - 8.3% in 2022
 - 3.4% in 2023

MW&L has to consider all of these challenges when looking at future rate increases.



In the Works...



Sluice Gate Project \$277,500

Link Reservoir drained so sluice gate at bottom that controls water levels could be replaced.

Transmission Main Replacement Project

Phase 3 Engineering Complete

Phase 4 Engineering 90% complete



Zone 2

Water Infrastructure

If HB 4134 passes, MW&L will be putting project out to bid so construction can begin

Draft Capital Budget for FY 24/25

\$9.1 Million
Water

\$11.5 Million
Electric



QUESTIONS?

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

Tuesday, October 10, 2023 at 7:00 p.m.

Presiding: Adam Garvin, Council President

Councilors:	<u>Present</u>	<u>Absent</u>
	Remy Drabkin, Mayor (via Zoom)	Sal Peralta
	Kellie Menke	
	Zack Geary	
	Chris Chenoweth	
	Jessica Payne	

Also present were City Manager Jeff Towery, City Attorney Walt Gowell, City Recorder Claudia Cisneros, Finance Director Jennifer Cuellar, Information Systems Director Scott Burke, Community Development Director Heather Richards, and *members of the News Media Phil Guzzo, McMinnville Community Media, and Scott Unger, News-Register*

1. CALL TO ORDER: Council President Garvin called the meeting to order at 7:00 p.m. and welcomed all in attendance.
2. PLEDGE OF ALLEGIANCE
Councilor Geary led the pledge of allegiance.
3. PROCLAMATIONS
 - 3.a. Domestic Violence Awareness Month Proclamation
Council President Garvin read the proclamation declaring October 2023 as Domestic Violence Awareness Month.
 - 3.b. Hands & Words Are Not for Hurting Week Proclamation
Councilor Payne read the proclamation declaring October 15-21, 2023, as Hands & Words Are Not for Hurting Week.
4. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT:
Council President Garvin invited the public to comment.

Amanda Pewonka, McMinnville resident, discussed making the City more bike friendly through better rider safety, interconnected bike lanes, slower road speeds, and promoting alternate modes of transportation.

5. PRESENTATION

5.b. Murray Paolo's Thank You to the City of McMinnville

Murray Paolo, Yamhill County resident, thanked the City for allowing him to serve as the IT Director for 12 years. He discussed what he and his staff accomplished in that time and shared what he had been doing since leaving the City. He now had a job with the state and was still able to serve some of McMinnville's most vulnerable populations.

6. ADVICE/ INFORMATION ITEMS

6.a. Reports from Councilors on Committee & Board Assignments

Councilor Geary said the DEI Committee would meet on Thursday and the Stormwater Utility Public Advisory Committee would meet on October 16.

Councilor Payne discussed the Friends Fight Fentanyl program to increase awareness of the dangers of fentanyl.

Council President Garvin said the Fire District was in the process of hiring a Fire Chief. The Fire Board would have the Fire District IGA on their agenda on October 19, and then it would come to Council. Visit McMinnville accepted a grant from T-Mobile for the alleyway art project.

Mayor Drabkin said the Finance Department received a certificate of excellence for accounting. She and Council President Garvin joined Representative Elmer to host Speaker Rayfield on a tour of the district. They also attended the McMinnville Economic Development Partnership Awards to receive an award for McMinnville Water & Light for creation of the emergency water treatment trailers. There was movement to address Ballot Measure 110. The School District would be hosting Service Days in two weeks. She thanked everyone who participated in Sweep the Streets.

6.b. Department Head Reports

Community Development Director Richards said they were kicking off the Third Street Improvement Project tomorrow. They had been in discussions with the Governor's Housing Policy Advisor on a Housing Production bill. She would be presenting at the League of Oregon Cities on navigating UGB amendments.

Finance Director Cuellar said the auditors had been working on the audit.

IT Director Burke expressed appreciation to Mr. Paolo for his comments.

7.

CONSENT AGENDA

- a. Consider the Request to Permit a Waiver of the Noise Ordinance from Chris Durig of The Oak for October 28, 2023, for a Halloween Party.
- b. Consider the Minutes of the August 22, 2023, City Council Work Session & Regular Meeting.
- c. Consider the Minutes of the August 29, 2023, Special Called Joint City Council & MW&L Commission Meeting.
- d. Consider the Minutes of the September 12, 2023, Joint City Council & MW&L Commission Work Session Meeting and City Council Regular Meeting.

Councilor Menke MOVED to adopt the consent agenda as presented; SECONDED by Councilor Payne. Motion PASSED unanimously.

8.

RESOLUTIONS

8.a.

Consider **Resolution No. 2023-58**: A Resolution (1) adopting a contingency transfer in the budget for fiscal year 2023-2024 in the Wastewater Capital Fund and an appropriation transfer from the Wastewater Capital Fund to the General Fund and (2) authorizing an interfund loan from the Wastewater Capital Fund to the General Fund for purposes of a capital property acquisition.

Finance Director Cuellar said this was a budget amendment to purchase property by a transfer of \$4,350,000 in wastewater funds to the General Fund. It would also authorize the interfund loan debt the General Fund would owe the wastewater fund. It would be a five-year loan at 5% interest and 5 basis points. The loan could be paid back earlier if needed and at any time pre-payment of the loan could be made without penalty.

City Attorney Gowell said the sale agreement the City entered into with NW Rubber provided that the sale was contingent on the Council approving the Phase 1 and 2 environmental reports. He suggested amending Section 3 of the resolution to say the City acknowledged “and approved” the reports.

Councilor Chenoweth MOVED to approve Resolution No. 2023-58 as amended; SECONDED by Councilor Menke. Motion PASSED 5-0.

8.b.

Consider **Resolution No. 2023-59**: A approving an intergovernmental agreement between the City of McMinnville and the McMinnville Urban Renewal Agency for the financing to purchase tax lots R4421BA03800 and R4421BA03805 (904 NE 10TH Street and 835 NE Alpine Avenue respectively to advance the goals and objectives of the McMinnville Urban Renewal Plan.

Finance Director Cuellar said this was an Intergovernmental Agreement between the City and Urban Renewal Agency to purchase property. This met Urban Renewal goals 3, 6, and 8. The Urban Renewal Agency agreed to use its tax increment financing to pay for the annual interest on the loan, which would be about \$220,000 per year. It was the intention that the property would be sold to a developer in the future.

Councilor Geary MOVED to approve Resolution No. 2023-59; SECONDED by Councilor Menke. Motion PASSED 5-0.

City Attorney Gowell said since the Council approved the resolutions, they needed a motion to authorize the City Manager to sign the closing transaction documents.

Councilor Menke MOVED to authorize the City Manager to proceed with the closing of the real property purchase from NW Rubber pursuant to the purchase and sale agreement authorized by Resolution No 2023-43 and further authorize the City Manager to sign, execute, and deliver to the escrow agent all closing settlement escrow license, escrow holdback, and other documents, assigns, bills of sale, and other transfer documents, and agreements contemplated by the sale agreement that were required to complete the closing of the purchase and sale agreement; SECONDED by Councilor Chenoweth. Motion PASSED 5-0.

9. ORDINANCES

- 9.a. Consider the first reading with a possible second reading of **Ordinance No. 5140**: An Ordinance Amending Ordinance No. 5086 and Approving a Master Plan for Tax Lot R4418 00100 at the Northeast Quadrant of the Intersection of NW Hill Road and New Baker Creek Road.

Council President Garvin asked if any Councilor needed to declare any actual or potential conflicts of interest or recuse themselves regarding this ordinance. There was none.

Community Development Director Richards presented the Planned Development amendment for the Baker Creek North mixed-use development. She explained the project of four mixed-use buildings with two stories of residential above commercial, Planned Development amendment criteria, and applicant actions. The Council would consider the Planning Commission recommendation for approval with conditions and decide to either adopt the ordinance or call for a public hearing. She reviewed the written public testimony submitted to the Planning Commission and showed maps of the subject site and master plan. She then discussed the criteria, requested amendments, how there was a provision in Ordinance 5086 for alternative design components, proposed concept and site plan, pedestrian connectivity, neighborhood compatibility, and images of what the project would look like when built. The neighboring farmer was concerned about the development conflicting with his hazelnut farm. Friends of Yamhill County were

supportive of the project. She explained the trees and berm that would be a buffer between the development and farm.

There was discussion regarding adding a condition for the type of trees to be planted to protect the agricultural use, shared parking elements and if there was enough parking, parking for buildings 5, 6, and 7, overflow parking in the neighborhood, crosswalk at Meadows, assumptions in the traffic impact analysis and levels of service, how the Michelbook and Baker Creek signal was not required to be done at this time, design and Great Neighborhood Principles, density decreasing near the City limits and a buffer from the boundary, and medical office space which was allowed in this zone.

City Attorney Gowell suggested a condition of approval that indicated the approval was subject to the Landscape Review Committee considering mitigation of insect and disease impacts to minimize harm to adjacent agricultural uses.

The Council did not think there was a need for a public hearing.

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

City Attorney Gowell read by title only Ordinance No. 5140.

Councilor Payne MOVED to pass Ordinance No. 5140 to a second reading with conditions as amended; SECONDED by Councilor Menke. Motion PASSED 5-0 by the following vote:

*Aye – Councilors Garvin, Geary, Payne, Menke, and Chenoweth
Nay – None*

City Attorney Gowell read by title only for a second time Ordinance No. 5140.

Councilor Menke MOVED to approve Ordinance No. 5140, amending Ordinance No. 5086 and approving a Master Plan for Tax Lot R4418 00100 at the northeast quadrant of the intersection of NW Hill Road and new Baker Creek Road with conditions as amended; SECONDED by Councilor Chenoweth. Motion PASSED 5-0 by the following vote:

*Aye – Councilors Garvin, Geary, Payne, Menke, and Chenoweth
Nay – None*

There was discussion regarding the presumed full build out in 2026 and when the signal at Baker Creek and Michelbook would be installed. There was concern about the date when the traffic study was conducted, to be a day when school was in session.

9.b.

Consider **Ordinance No. 5139**: An Ordinance Adopting a Housing Needs Analysis and Economic Opportunity Analysis for the Planning Horizon of 2021 – 2041, Population 47,498 People (Dockets G 1-20 and G 3-20).

Community Development Director Richards presented on the Housing Needs Analysis and Economic Opportunity Analysis. She explained tonight's consideration was the data for housing and economic development in a planning horizon of 20 years in McMinnville. The City needed to submit a Housing Capacity Analysis and Buildable Lands Inventory by December 31, 2023. This met the City Council's strategies for housing and guiding growth. The Planning Commission recommended approval with amendments to the Economic Opportunity Analysis. The Council could adopt an ordinance effecting the proposed change as submitted by the Planning Commission, adopt an ordinance in an amended form, refuse to adopt the amendment, or call for a public hearing on the proposal.

She reviewed the population forecast and planning horizon, developed draft documents, 2020 conclusion that McMinnville had need for additional land supply, Council direction to pick up the 2013 UGB remand and finish it in the near term, preserving the work on the draft documents, updates to the drafts, steps to growth planning and sequential UGB process, decision making process, public engagement, Buildable Lands Inventory update map, total land need of 484 acres for the planning horizon 2021-2041, total land need of 1,638 acres for the Urban Reserve area 2041-2067, and Planning Commission public hearings. After hearing testimony and deliberation, the Planning Commission recommended approval with the amendments to remove 62 acres of park land need and reduce the current overall land need to 422 acres. There were two additional items for consideration: removal of 49 acres of commercial land need associated with the site-specific needs identified in the MAC Town 2032 Economic Development Strategic Plan and removal of 12 acres of commercial land need associated with the retail leakage analysis of the Economic Opportunity Analysis. She explained the public testimony and response to the testimony for these amendments as well as the Planning Commission's deliberation. Legal counsel said nothing was legally non-compliant. The Commission decided to maintain the PAC recommendations based on local data and scenarios as it was representative of what the community wanted for its future build-out. The safe harbors did not reflect the built environment of McMinnville and were substantially different, 8 units/acre versus the current 5.05 units/acre and 25% of land dedicated to parks, streets, and schools versus 25% of land dedicated just to public right-of-way. This was not the time to make decisions about land use efficiencies. A forecast was not an exact science and there were consequences of too much versus too little. Moving the goal posts was costly in terms of time and money and did not get them to an end product in an efficient manner and prevented them from doing the planning that needed to get done.

The result of the Planning Commission recommendation was a land need of 202 acres for the planning horizon 2021-2041 and 1,066 acres for the Urban Reserve area 2041-2067. This number would most likely be reduced during

the land use efficiency analysis. 422 acres was less than 0.1% of the total land acreage in Yamhill County. If the 422 acres was all EFU land, then it would be slightly more than 0.2%, which was smaller than many farm tracts in Yamhill County.

There was discussion regarding which action to take on the proposal and the Planning Commission's recommendations. There was further discussion regarding removing the park land and commercial land as proposed by the Planning Commission, and number of acres for the Urban Reserve area.

There was consensus that a public hearing was not needed.

Councilor Chenoweth did not want to remove the commercial acres as there was not enough commercial land in the City.

Councilor Menke thought there would be opportunities down the road under the efficiencies analysis to possibly get the commercial acres back.

There was discussion regarding the number of acres for commercial vs. industrial and the risk associated with keeping the commercial acres in the plan.

Councilor Menke MOVED to direct staff to bring back an ordinance and findings approving G 1-20 and G 3-20 as amended, to not include the commercial acres in the Economic Opportunity Analysis; SECONDED by Councilor Geary. Motion PASSED 3-2 with Councilors Chenoweth and Garvin opposed.

10. ADJOURNMENT: Council President Garvin adjourned the meeting at 9:51 p.m.

Claudia Cisneros, City Recorder

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

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

Presiding: Remy Drabkin, Mayor

Recording Secretary: Claudia Cisneros

Councilors:	<u>Present</u>	<u>Excused Absence</u>
	Adam Garvin, Council President	
	Zack Geary	
	Kellie Menke	
	Sal Peralta	
	Chris Chenoweth	
	Jessica Payne	

Planning Commission:	Sidonie Winfield, Chair	Sylla McClellan
	Gary Langenwaller	
	Matthew Deppe	
	Rachel Flores	
	Brian Randall	
	Beth Rankin	
	Dan Tucholsky	
	Meg Murray	

Also present were City Manager Jeff Towery, Community Development Director Heather Richards, Senior Planner Tom Schauer, and *members of the News Media Phil Guzzo, McMinnville Community Media, and Scott Unger, News-Register.*

1. CALL TO ORDER: Mayor Drabkin called the meeting to order at 6:00 p.m. and welcomed all in attendance.
2. FOX RIDGE ROAD AREA PLAN:

Senior Planner Schauer gave a background on the project.

Consultant Brad Bilby and Thuy Cao, Assistant Planners from Harper Houf Peterson Righellis, Inc. (HHPR), gave an update on the Fox Ridge Road Area Plan. They discussed the project area, framework plan, upcoming phases, key meetings and events, existing conditions and context, and study area analysis.

There was discussion regarding protection areas and what that meant for development, potential road in the middle of School District property, what part of the greenway and parkland the City owned, timeframe for development, zoning districts, lot sizes, and density transfers.

Ms. Cao then discussed community engagement, key themes, potential features for neighborhood parks, greenways and shared use paths, trails and natural areas, connecting open spaces, and relating land uses. She reviewed the draft land use concepts, concept evaluation, regulatory and planning framework, and preferred concept.

There was discussion regarding the Neighborhood Activity Center, preservation of trees, safety of trails, meeting HB 2001, access, and buffer between the neighborhood park and cemetery.

Ms. Cao discussed the goals and policies of the plan as well as next steps. She asked for feedback to take to the Project Advisory Committee.

There was discussion regarding adequate commercial land for the area, how the School District expansion would not happen in the near future but the district did not want to relinquish the land, equity assessment of the plan, presenting the plan to the DEI Committee, stronger language for resource protection, better clarification on what a Neighborhood Activity Center was, density and variety of housing, types of trails, concern about annexations being contiguous, reality that some parcels would likely not be annexed in the near future and how that affected the community park, phasing and feasibility of the plan, use of the quarry pond and clarifying trail lines, required easement for the Hill Crest area, increasing the width of sidewalks, adding a daycare center to the list of uses, stormwater runoff, change of high-density residential location, land for a community center, and public hearing process.

3. ADJOURMENT: Mayor Drabkin adjourned the meeting at 7:57 pm.

Claudia Cisneros, City Recorder

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

Tuesday, October 24, 2023 at 7:00 p.m.

Presiding: Remy Drabkin, Mayor

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

Also present were City Manager Jeff Towery, Interim City Attorney Walt Gowell, City Recorder Claudia Cisneros, Finance Director Jennifer Cuellar, Public Works Director Anne Pagano, Police Chief Matt Scales, Community Development Director Heather Richards, Special Project Manager Jody Christensen, Court Supervisor Jason Carbajal, Human Resources Manager Vicki Hedges, City Engineer James Lofton, *members of the News Media Kyle Dauterman, McMinnville Community Media, and Scott Unger, News-Register.*

1. CALL TO ORDER: Mayor Drabkin called the meeting to order at 7:01 p.m. and welcomed all in attendance.
2. PLEDGE OF ALLEGIANCE

Councilor Peralta led the pledge of allegiance.
3. PROCLAMATIONS
 - 3.a. Extra Mile Day

Mayor Drabkin read the proclamation declaring November 1, 2023, as Extra Mile Day.
 - 3.b. World Polio Day

Mayor Drabkin read the proclamation declaring the week of October 24, 2023, as World Polio Week.

Tom Zirk, Rotary Board President, presented the Mayor with an End Polio Now pin and spoke about how they were eradicating polio.
 - 3.c. McMinnville Industrial Promotions (MIP) Day

Mayor Drabkin read the proclamation declaring October 24, 2023, as McMinnville Industrial Promotions Day.

MIP representatives thanked the City for the proclamation.

4. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT

City Recorder Cisneros said the Council received two emails from Natalie McPhillips and Dave and Kathy Haugeberg.

Amanda Westfall, McMinnville resident, spoke about the need for better bike lanes in the City. She suggested painting them a different color to make them more visible. She also thought maps of bicycle routes would be helpful.

5. ADVICE/ INFORMATION ITEMS

5.a. Reports from Councilors on Committee & Board Assignments

Councilor Peralta reported on the Council of Governments legislative breakfast and quarterly meeting. He then reported on the MCM-TV Committee.

Councilor Geary said the RFP had gone out for the DEI assessment consultant. He reported on the Stormwater Utility Advisory Committee meeting.

Councilor Menke said the Bypass project would be discussed in legislative session in November. She gave an update on YCAP.

Mayor Drabkin read notes from Councilor Chenoweth on the MEVLC and Parkway Committee meetings.

Council President Garvin gave an update on the Fire District.

Mayor Drabkin met with Childrens Institute and attended their 20th anniversary lunch. She reported on the Willamette Valley Medical Center withdrawal program, housing bill in the upcoming legislative session, McMinnville Water & Light Commission meeting, Sweep the Streets, service days with the School District, and committee openings. She thanked Interim City Attorney Gowell for his work as this was his last Council meeting.

Interim City Attorney Gowell thanked the Council and staff.

5.b. Department Head Reports

City Manager Towery would serve as an ex officio member on the Board of MissionSquare. The new City Attorney would start next week.

Interim City Attorney Gowell said the City received the title to the NW Rubber company property on Monday. Possession of the property was deferred until January 1 for personal property to be removed. They had received a certificate of liability insurance from NW Rubber relating to the

temporary license they had in order to retain possession of the property. The City had been named as an additional insured on the policy.

Police Chief Scales said they were awarded an emergency management grant. He reported on the Air Show and gave hiring updates.

Public Works Director Pagano said they had received a grant to update the Emergency Operations Plan and were working on hiring an Emergency Manager.

Community Development Director Richards discussed committee vacancies and open planning positions.

6. CONSENT AGENDA

- a. Consider **Resolution No. 2023-60**: A Resolution awarding the contract for the City Facility Janitorial Services contract.

Councilor Geary MOVED to adopt the consent agenda as presented; SECONDED by Councilor Peralta. Motion PASSED unanimously.

7. RESOLUTIONS

- 7.a. Consider **Resolution No. 2023-56**: A Resolution Authorizing the Mayor to sign grant award letters for the Business Assistance Grant Program recipients for a total amount not to exceed \$115,000 for the Program.

Community Development Special Projects Manager Christensen said the City received \$750,000 in ARPA funding. The MEVLC had discussed how to use the funds in the best way possible for businesses who were still dealing with the impacts of COVID. She explained how the program was created and the process where they learned how to better reach underserved businesses. They had 26 applications and 25 met the criteria. They narrowed that number down to 12 who had not received any COVID response funding and 10 were moving forward for consideration.

There was discussion regarding using the rest of the ARPA funding and prioritizing those that had received no COVID funds before.

Council President Garvin MOVED to adopt Resolution 2023-56; SECONDED by Councilor Peralta. Motion PASSED unanimously 4-0.

- 7.b. Consider **Resolution No. 2023-61**: A Resolution adopting a budget amendment for fiscal year 2023-24 in the General Fund.

Finance Director Cuellar said this budget amendment would line up with the funds already approved for the Third Street project contract. She explained the extra funds were coming from ARPA funds.

Community Development Director Richards explained the reasons the contract came in higher than originally anticipated were environmental discoveries and a larger focus on infrastructure improvements.

Councilor Menke MOVED to adopt Resolution 2023-61; SECONDED by Councilor Geary. Motion PASSED unanimously 4-0.

- 7.c. Consider **Resolution No. 2023-62**: A Resolution adopting no rate increase for City Service Charge in calendar year 2024.

Finance Director Cuellar said they had established a City Service Charge last year with an automatic increase based on a CPI calculation. After review of the fund, they had received \$90,000 higher than what they thought would come in and it looked like they would receive \$37,000 higher for this fiscal year. She suggested not moving forward with a rate increase for 2024.

There was discussion regarding financial hardship options, need for the fee, phasing out of the fee with the increase in property taxes, public trust, and noting the City's budget problems had not been solved.

Councilor Geary MOVED to adopt Resolution 2023-62; SECONDED by Councilor Menke. Motion PASSED unanimously 4-0.

8. NEW BUSINESS

- 8.a. Consideration on banning public drug consumption.

Police Chief Scales gave a background on Ballot Measure 110, drug use in the community, and gaps in the code to combat the crisis. They would have to put resources in place before the implementation of any ordinance and needed to continue to partner with local agencies. It might take a sizable investment. He would be testifying on November 6 in front of a state committee about the City's experiences since the measure passed.

Court Supervisor Carbajal said they would need an increase in staffing and implementation of a brand new program if an ordinance was enacted. There needed to be thoughtful preparation.

Mayor Drabkin said it was unclear if reform would come directly through the legislature or through the ballot box. There could be implications for how it was rolled out that could affect the way the City was able to carry out the law. They would need to work with the County to make sure as they arrested people that they would go into a prosecutorial system and not just releasing them immediately. It could affect municipal court if they implemented it locally and a program would need to be created. They were still insisting loudly for reform at the state level.

There was discussion regarding next steps, giving staff the authority to start the process, looking at the County's crisis intervention model, creating regional treatment centers, timeline to develop a program, need for

partnerships, what had been done before Measure 110, budget analysis, and moving the process back to circuit court rather than municipal court.

There was consensus to move forward with working with the city departments and county to find solutions.

9. ADJOURNMENT: Mayor Drabkin adjourned the Regular City Council Meeting at 8:44 p.m.

Claudia Cisneros, City Recorder

DRAFT

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

Tuesday, March 17, 2021 at 6:00 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Claudia Cisneros

Councilors:	<u>Present</u>	<u>Excused Absence</u>
	Adam Garvin	Zack Geary
	Kellie Menke	
	Sal Peralta	
	Chris Chenoweth	
	Remy Drabkin	

Also present were City Manager Jeff Towery, City Attorney Amanda Guile-Hinman, Police Chief Matt Scales, City Recorder Claudia Cisneros, Finance Director Jennifer Cuellar, Planning Director Heather Richards, Parks and Recreation Director Susan Muir, Human Resources Manager Kylie Bayer, Senior Planner Jamie Fleckenstein, Associate Planner Tom Schauer, Information System Director Scott Burke, Public Affairs & Community Engagement Specialist Noelle Amaya, and *members of the News Media Phil Guzzo, McMinnville Community Media.*

1. CALL TO ORDER: Mayor Hill called the meeting to order at 6:01 p.m. and welcomed all in attendance.

2. GROWING MCMINNVILLE MINDFULLY – URBAN RESERVE AREA DISCUSSION:

Planning Director Richards presented. She discussed the MGMUP 2020 UGB amendment, next steps in creating an urban reserve area, composite geologic hazards map, McMinnville Urbanization Report including the Housing Needs Analysis and Economic Opportunities Analysis, Oregon’s housing stock deficit, Oregon Housing Economic Summit to address the deficit, state mandates, Housing Capacity Analysis, how they still needed more land even with the recent MGMUP UGB remand, and options to consider. These options included: #1—HB 2003 compliance—adopt draft June 2020, HNA/EOA and BLI, efficiency measures and submit UGB amendment by December 31, 2023; #2—amend OAR to extend deadline to 2027—apply to Land Conservation and Development Commission (LCDC) to amend the OAR to extend deadline for McMinnville to 2027; #3—sequential UGB process—adopt draft June 2020, HNA/EOA and BLI

and adopt efficiency measures by December 31, 2023 and enter into a work program with Department of Land Conservation & Development (DLCD) to submit UGB amendment if needed through sequential UGB process by June 30, 2025; and #4—do nothing—seek an injunction in the court against McMinnville, could lose all discretionary funding from the state. She provided a decision-making filter and for each option she gave a timeline, costs, and other items of note. Staff recommended option #3, a sequential UGB process. She asked for direction from City Council.

There was discussion regarding unintended consequences of the options, appealable decisions and possible legal action, funding for the process, costs and being fiscally in line with option #3, other long range planning work, development of West Hills and infrastructure needs, the options presented by staff, and how to ensure affordable housing would be built to meet the needs of the community.

Kevin Young from DLCD, thought many other cities would be moving towards the same sequential UGB process. He looked forward to working with McMinnville on this.

There was consensus to move forward with option #3 as suggested by staff.

3. ADJOURNMENT: Mayor Hill adjourned the meeting at 7:33 p.m.

Claudia Cisneros, City Recorder

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

Tuesday, March 23, 2021 at 7:00 p.m.

Presiding: Remy Drabkin, Council President

Recording Secretary: Claudia Cisneros

Councilors:	<u>Present</u>	<u>Excused Absence</u>
	Remy Drabkin	Scott Hill
	Adam Garvin	
	Zack Geary	
	Kellie Menke	
	Chris Chenoweth	
	Sal Peralta	

Also present were City Manager Jeff Towery, City Attorney Amanda Guile-Hinman, City Recorder Claudia Cisneros, Police Captain Tim Symons, Finance Director Jennifer Cuellar, Planning Director Heather Richards, Human Resources Manager Kylie Bayer, Library Director Jenny Berg, Community Development Director Mike Bisset, Fire Chief Rich Leipfert, Engineering Services Manager Larry Sherwood, Community Engagement Specialist Noelle Amaya, and *members of the News Media Phil Guzzo, McMinnville Community Media, and Dora Totoian, News-Register.*

1. CALL TO ORDER: Mayor Hill called the meeting to order at 7:00 p.m. and welcomed all in attendance.
2. PLEDGE OF ALLEGIANCE
Councilor Menke led the pledge of allegiance.
3. PROCLAMATION
 - 3.a. Child Abuse Prevention Month

Council President Drabkin read the proclamation declaring April 2021 as Child Abuse Prevention Month.
4. INVITATION TO CITIZENS FOR PUBLIC COMMENT

None.

5. ADVICE/ INFORMATION ITEMS

5.a. Reports from Councilors on Committee & Board Assignments

Councilor Geary said Mac Pac would meet twice in April.

Councilor Chenoweth reported on the Economic Vitality Leadership Council and Historic Landmarks Committee meetings.

Councilor Menke reported on the latest YCAP meeting and current activities. The city of McMinnville had met with the city of Newberg to discuss what each entity was doing about homelessness and affordable housing.

Councilor Peralta reported on the Council of Governments annual meeting and gave highlights from their annual report. He had been appointed as Chair of the COG.

Councilor Garvin said airport hangar leases were being updated.

5.b. Department Head Reports

Human Resources Manager Bayer discussed the DEI Advisory Committee goals and workplan.

Finance Director Cuellar said she had received the final version of the financial statements. Staff was working on completing the budget process. She had been asked to present an LOC/State of Oregon sponsored training on public assistance grants through FEMA to support shelter initiatives.

Planning Director Richards reported on Planning Commission activities.

Fire Chief Leipfert reported on the kickoff meeting for the consolidation implementation for the districting process.

City Manager Towery reported on the fire district consolidation event, work on the budget, and West Coast ICMA Conference.

There was discussion regarding ARPA funds to the City and marijuana revenue allocation.

Captain Symons discussed the memo regarding OLCC license application adjustments due to COVID-19.

6. CONSENT AGENDA

- a. Consider request from Shannon Thorson DBA: C&C Wine Bar for Limited On-Premises OLCC Liquor License located at 536 NE 3rd Street.
- b. Consider **Resolution No. 2021-19**: A Resolution for City of McMinnville, Oregon Extending the City's Declaration of State of Emergency Expressed in Resolution 2020-18.
- c. Consider request from Bierly Brewing LLC for Brewery-Public House 1st Location OLCC Liquor License located at 624 NE 3rd Street.

Councilor Geary recused himself as he was involved with one of the items in a professional capacity.

Councilor Menke MOVED to adopt the consent agenda as presented; SECONDED by Councilor Peralta. Motion PASSED unanimously with Councilor Geary recused.

7. RESOLUTIONS

- 7.a. Consider **Resolution No. 2021-14**: A Resolution approving a new lease agreement with the Oregon State Police for 8,004 square feet of office space, and 1,676 square feet of separate storage space, in the City owned building at 3975 Cirrus Avenue.

Community Development Director Bisset said Oregon State Police had leased office space from the City at the airport since 2009, and the lease was amended in 2013 to add storage space. The lease expired in 2019 and had been extended on a month-to-month basis since then. The new lease proposed a five-year lease with two five year extensions. He explained the lease increase.

Councilor Garvin MOVED to adopt Resolution 2021-14; SECONDED by Councilor Peralta. Motion PASSED unanimously 6-0.

- 7.b. Consider **Resolution No. 2021-15**: A Resolution approving a lease amendment with the Airflight Storage Systems Condominium Owners Association for hangars D & E at the airport.

Community Development Director Bisset said this was the first of three resolutions to address equity among the lease holders at the airport. When the lease expired, the renter could have an inspection done on the building and if there was at least five years left of the building, the City could enter into a five year extension on the building, and the extensions could continue until the time there was no longer life left in the building. At that time, the renter was required to remove the facility from the airport and

the leased ground would be returned to the airport for subsequent re-leasing.

Councilor Geary MOVED to adopt Resolution 2021-15; SECONDED by Councilor Chenoweth. Motion PASSED unanimously 6-0.

- 7.c. Consider **Resolution No. 2021-16**: A Resolution approving a lease amendment with the Tiner Investments Company for hangar L at the airport.

Community Development Director Bisset said this was the same lease amendment as the previous resolution.

Councilor Geary MOVED to adopt Resolution 2021-16; SECONDED by Councilor Garvin. Motion PASSED unanimously 6-0.

- 7.d. Consider **Resolution No. 2021-17**: A Resolution approving a lease amendment with Doug Tiner for hangar M at the airport.

Community Development Director Bisset said this was the same lease amendment as the previous resolution. This was his final request to the Council as he was retiring.

The Council thanked Community Development Director Bisset for his service. City Manager Towery thanked him as well.

Councilor Menke MOVED to adopt Resolution 2021-17; SECONDED by Councilor Garvin. Motion PASSED unanimously 6-0.

- 7.e. Consider **Resolution No. 2021-18**: A Resolution authorizing the approval of Master Grant Agreement No. 34756 between the City of McMinnville and the Oregon Department of Transportation (ODOT) for the Fund Exchange Program (FEX).

Engineering Services Manager Sherwood said this was an agreement for the City to use a fund exchange for federal block grant funds for the term of the agreement, which expired in September 2024.

Geary MOVED to adopt Resolution 2021-18; SECONDED by Councilor Peralta. Motion PASSED unanimously 6-0.

8. ADJOURNMENT: Mayor Hill adjourned the Regular City Council Meeting at 7:58 p.m.

Claudia Cisneros, City Recorder

STAFF REPORT

DATE: March 26, 2024
TO: Mayor and City Councilors
FROM: Heather Richards, Community Development Director
SUBJECT: Resolution No. 2024-15, Appointing New Members to the Economic Vitality Leadership Council

STRATEGIC PRIORITY & GOAL:



ECONOMIC PROSPERITY

Provide economic opportunity for all residents through sustainable growth across a balanced array of traditional and innovative industry sectors.

OBJECTIVE/S: Accelerate growth in living wage jobs across a balanced array of industry sectors

Report in Brief: This action is the consideration of Resolution No. 2024-15, appointing Diana Riggs and Kelly McDonald to the Economic Vitality Leadership Council representing Visit McMinnville and the City of McMinnville respectively to provide guidance on the implementation of the *MAC Town 2032 Economic Development Strategic Plan*.

Background:

**"McMinnville is old enough to be substantial,
Young enough to be ambitious,
Big enough to be industrious,
And small enough to be friendly."**

In 2018, the City of McMinnville initiated the development of an economic development strategic plan with a project advisory committee comprised of members of the City of McMinnville, McMinnville Downtown Association, the McMinnville Chamber of Commerce, McMinnville Economic Development Partnership, Visit McMinnville, Chemeketa College, and many business leaders in the community.

The intent from the beginning of the project was to develop a strategic plan that would be a guidance document for everyone in the City of McMinnville working on economic development issues.

The plan identified three foundational goals and strategies that are meant to be broadly beneficial across multiple industry sectors.

1. Accelerate Growth in Living-Wage Jobs Across a Balanced Array of Industry Sectors.
2. Improve systems for Economic Mobility and Inclusion.
3. Maintain and Enhance our High Quality of Life.

The plan also identified five target sector goals and strategies that are intended to pursue opportunities and improve outcomes within clusters or sectors of related industries. :

1. Sustain and Innovate within Traditional Industry and Advanced Manufacturing.
2. Foster Opportunity in Technology and Entrepreneurship
3. Be a Leader in Hospitality and Place-Based Tourism
4. Align and Cultivate Opportunities in Craft Beverages and Food Systems.
5. Proactively Assist Growth in Education, Medicine and Other Sciences.

The Plan's Project Advisory Committee discussed how to ensure that the Plan would be utilized and leveraged as effectively as possible for the community of McMinnville.

They discussed forming an Economic Vitality Leadership Council comprised of members of the McMinnville Downtown Association, McMinnville Economic Development Partnership, McMinnville Chamber of Commerce, Visit McMinnville, the City of McMinnville and other community stakeholders that would meet periodically to review the plan and discuss what made sense to move forward in terms of projects and programs.

On March 12, 2019, the City Council adopted Ordinance No. 5062 establishing the Economic Vitality Leadership Council per Chapter 2.30 of the McMinnville Municipal Code.

Discussion:

Per Chapter 2.30 of the MMC, the membership of the Economic Vitality Leadership Council shall be structured per the following:

2.30.030 Membership

- A. Number of Members. The MAC Town 2032 Economic Vitality Leadership Council shall be comprised of 15 members. .
- B. Representation. Membership shall be comprised of two members each from the City of McMinnville, McMinnville Chamber of Commerce, McMinnville Economic Development Partnership, Visit McMinnville, and McMinnville Downtown Association, one member from McMinnville Water and Light, one member from the McMinnville School District, and three members at-large

representing the McMinnville business community. Each member should be part of the overall team of the representative stakeholder.

- C. Appointments. Appointments will be made by each respective agency for those members representing that agency with guidance from the MAC Town 2032 Economic Vitality Leadership Council. The three members at-large will be appointed by the McMinnville City Council with the recommendation of the MAC Town 2032 Economic Vitality Leadership Council.
- D. Terms. All terms are for three years commencing with January of each year. All members may serve two consecutive three-year terms. Members who have served two full terms may be reappointed to the MAC Town 2032 Economic Vitality Leadership Council after a three-year hiatus from the council. For the initial appointments, five members will be appointed to a one year term, five members to a two-year term, and five members to a three year term. The initial one and two year terms will not count towards the term limits.
- E. Removal. A council member may be removed by the majority vote of the MAC Town 2032 Economic Vitality Leadership Council if the council finds misconduct, nonperformance of duties or three successive unexcused absences from regular meetings by the member, the member shall be removed.
- F. Ex-Officio Members. One ex-officio youth (21 years of age and under) may be appointed by the McMinnville City Council, to serve a three year term. The ex-officio youth shall not be a voting member.

The three at-large community members will be appointed by the McMinnville City Council based on the recommendation of the Economic Vitality Leadership Council.

At their meeting on February 14, 2024, the Economic Vitality Leadership Council elected to recommend the City Council appoint Diana Riggs representing Visit McMinnville and Kelly McDonald representing the City of McMinnville in his role as Chair of MURAC to the Economic Vitality Leadership Council.

Attachments:

- Resolution No. 2024-15

Fiscal Impact:

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

Recommendation:

Staff recommends that the Council approve Resolution No. 2024-15.

"I MOVE TO APPROVE RESOLUTION NO. 2024-15."

RESOLUTION NO. 2024-15

A Resolution appointing representatives to the Economic Vitality Leadership Council.

RECITALS:

WHEREAS, in 2018, the City of McMinnville initiated the development of an economic development strategic plan with a project advisory committee comprised of members of the City of McMinnville, McMinnville Downtown Association, the McMinnville Chamber of Commerce, McMinnville Economic Development Partnership, Chemeketa College, and many business leaders in the community; and

WHEREAS, the intent from the beginning of the project was to develop a strategic plan that would be a guidance document for everyone in the city of McMinnville working on economic development issues; and

WHEREAS, the plan identified three foundational goals and strategies that are meant to be broadly beneficial across multiple industry sectors.

1. Accelerate Growth in Living-Wage Jobs Across a Balanced Array of Industry Sectors.
2. Improve systems for Economic Mobility and Inclusion.
3. Maintain and Enhance our High Quality of Life.

WHEREAS, the plan identified five target sector goals and strategies that are intended to pursue opportunities and improve outcomes within clusters or sectors of related industries. :

1. Sustain and Innovate within Traditional Industry and Advanced Manufacturing.
2. Foster Opportunity in Technology and Entrepreneurship
3. Be a Leader in Hospitality and Place-Based Tourism
4. Align and Cultivate Opportunities in Craft Beverages and Food Systems.
5. Proactively Assist Growth in Education, Medicine and Other Sciences.

WHEREAS, on March 12, 2019, the City of McMinnville adopted the MAC Town 2032 Economic Development Strategic Plan.

WHEREAS, the Plan's Project Advisory Committee discussed how to ensure that the Plan would be utilized and leveraged as effectively as possible for the community of McMinnville; and

WHEREAS, the Plan's Project Advisory Committee voted to recommend that the City of McMinnville establish an Economic Vitality Leadership Council to oversee the implementation of the Plan; and

WHEREAS, on March 12, 2019, the City of McMinnville created the Economic Vitality Leadership Council per Chapter 2.30 of the McMinnville Municipal Code; and

WHEREAS, per Chapter 2.30 of the McMinnville Municipal Code, two representatives from Visit McMinnville, McMinnville Downtown Association, McMinnville

Chamber of Commerce, McMinnville Economic Development Partnership, and the City of McMinnville are appointed to the Economic Vitality Leadership Council, based on the recommendation of the Economic Vitality Leadership Council; and

WHEREAS, in 2019, the City of McMinnville decided that the two representatives for the City should consist of a City Councilor and a member of the McMinnville Urban Renewal Advisory Committee (MURAC); and

WHEREAS, at their meeting on February 14, 2024, the Economic Vitality Leadership Council voted to recommend that the City Council appoint Diana Riggs representing Visit McMinnville and Kelly McDonald (Chair of MURAC) representing the City of McMinnville to the Economic Vitality Leadership Council.

NOW THEREFORE BE IT RESOLVED that the Common Council of the City of McMinnville, Oregon appoints the following volunteers to the Economic Vitality Leadership Council (EVLC) effective immediately as detailed below:

ECONOMIC VITALITY LEADERSHIP COUNCIL
(3-year term)

Diana Riggs, Visit McMinnville	expires December 31, 2026
Kelly McDonald, City of McMinnville	expires December 31, 2026

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 26th day of March, 2024 by the following votes:

Ayes: _____

Nays: _____

Approved this 26th day of March 2024.

MAYOR

Approved as to form:

Attest:

CITY ATTORNEY

CITY RECORDER

STAFF REPORT

DATE: March 26, 2024
TO: McMinnville City Council
CC: Heather Richards, Community Development Director
Alexandra Ball, Yamhill Community Action Partnership (YCAP)
Amber Hansen-Moore, YCAP
FROM: Jody Christensen, Special Projects Manager
SUBJECT: Resolution 2024-11 for AnyDoor Place, Navigation Center, Construction
Contract Change Orders

STRATEGIC PRIORITY & GOAL:



HOUSING OPPORTUNITIES (ACROSS THE INCOME SPECTRUM)
Create diverse housing opportunities that support great neighborhoods.

Report in Brief:

This is consideration of Resolution 2024-11.

Resolution 2024-11 authorizes the City Manager to execute the A1A G701-2017 Change Order No. 3 to the A1A A133-2019 Guaranteed Maximum Price (GMP) contract dated July 12, 2023, with Fackler Construction Company (FCC) for the AnyDoor Place, a Navigation Center AND authorizes the City Manager to execute any additional Change Orders for a not to exceed amount of \$19,564.41.

The A1A G701-2017 Change Order approves a change of scope resulting in an increase to the timeline for the substantial completion date from May 1, 2024, to May 24, 2024, and an increase to the Contract Sum of \$123,668.86 from \$2,184,066.87 to \$ 2,307,735.73.

The change order is to help pay for the costs of a utility crossing that was one of the exclusions of the original contract as the crossing was being engineered and coordinated with McMinnville Water and Light, Oregon Department of Transportation, City of McMinnville, and the project's civil engineer.

Knowing that this utility crossing would eventually result in a change order to the contract, the City retained a contingency fund to cover the costs of this project and any other additional project costs. The contingency funds (\$143,233.27) are already accounted for in the FY 24 City of McMinnville budget, Affordable Housing – Grants, 08-26.

Background:

Project: AnyDoor Place, a Navigation Center, located on 327 and 329 SW Adams Street in McMinnville, is an emergency low-barrier shelter with 36 beds and on-site supportive services to help people who are experiencing houselessness to stabilize and work towards achieving permanent shelter. Onsite services will be counseling, medical provisions, employment coaching, and housing case management. The City has a project manager assigned to manage the construction. Yamhill Community Action Partnership (YCAP) will own the facility and manage the services.

Discussion:

The AnyDoor Place construction project and status is reviewed weekly in either a partnership team meeting with the City and Yamhill Community Action Partnership (YCAP) or an Owner/Architect/Contractor (OAC) meeting since the beginning of pre-construction. The OAC is comprised of the FCC, Yamhill Community Action Partnership (YCAP), City staff, and FFA Architecture and Interiors Inc. (FFA). The OAC onsite visits are scheduled monthly with the project team to review work completed in preparation for invoice submissions. Additional meetings and site visits are scheduled as needed.

In the bi-weekly OAC meeting, the team participates in a full review of the project status update, which includes ongoing review of actions that were identified in discovery and/or GMP exclusions. The OAC is responsible for the review of any potential changes to the GMP contract terms, which includes the approved uses of the contractor's contingency. Any changes to the timeline and/or contract sum require the City Council's approval. In the bi-weekly YCAP and City meetings, the project status and budget detail are reviewed.

On January 29, 2024, the OAC added an additional weekly Change of Cost/Schedule (CCS) meeting with the FCC contractor and project manager to discuss potential change of cost events and schedule discussions that could result in a change order to the AIA A133 Guaranteed Maximum Price (GMP) contract with FCC.

On February 9, 2024, during a CCS meeting, FCC informed the project team that a timeline extension would be necessary. In addition, FCC informed the OAC that one of the GMP exclusions, the utility crossing, estimates had come in over \$240,000, which was significantly higher than anticipated.

Between February 9-March 14, 2024, the OAC met in three (3) standing bi-weekly meetings and seven (7) additional meetings to determine the cause and rational for the timeline extension request and to value engineer the utility crossing. In addition, two agency meetings were held to identify cost saving measures and document the multi-agency steps for the utility crossing, which included the steps for the McMinnville Water and Light work coordination and the Oregon Department of Transportation (ODOT) permit process. During this timeframe, the City and YCAP had two bi-weekly check ins and two additional coordination meetings.

The utility crossing was ultimately reduced to \$131,949.51. \$8,280.65 will be covered by the contractor's remaining contingency fund for the project in their budget and the remainder is in this change order approval.

On March 8, 2024, FFA drafted the change events, timeline extension, and contract sum increase for the pending A1A G701-2017 Change Order No. 3 to A1A A133-2019 Guaranteed Maximum Price (GMP) Contract for the timeline increase from date of May 1, 2024, to May 24, 2024, and contract sum increase from \$2,184,066.87 to \$ 2,307,735.73.

The documentation for A1A G701-2017 Change Order No. 3 was approved by the OAC on March 14, 2024, to prepare for the City Council’s consideration at the March 26, 2024, meeting.

Attachments:

- 1. Exhibit 1 ADP FCC A1A A133-2019 Guaranteed Maximum Price (GMP) Contract dated July 12, 2023.
- 2. Exhibit 2 A1A G701-2017 Change Order DRAFT
- 3. Exhibit 3 FCC Additional Scope/Time/Detailed Documentation
- 4. Exhibit 4 Revised Timeline Schedule
- 5. Exhibit 5 Yamhill Community Action Partnership Letter
- 6. Resolution 2024-11

Fiscal Impact:

Funds for this project are currently budgeted in the City’s adopted budget in Fund 08-26, and were provided from the following sources:

State DAS Grant	\$1,500,000
City ARPA Grant	\$ 500,000
Oregon Housing and Community Services Grant – YCAP	\$ 500,000
Yamhill Community Care (YCCO)	\$ 609,500

Recommendation:

Staff recommends that the City Council adopt the Resolution 2024-11 authorizing the City Manager to execute the A1A G701-2017 Change Order No. 3 to the A1A A133-2019 Guaranteed Maximum Price (GMP) contract dated July 12, 2023, with Fackler Construction Company (FCC) for the AnyDoor Place, a Navigation Center in the amount of \$123,668.86, AND authorizes the City Manager to execute any additional Change Orders for a not to exceed amount of \$19,564.41.



AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 10th day of May in the year 2023
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Government Agency
City of McMinnville
231 NE Fifth Street
McMinnville, OR 97128

and the Construction Manager:
(Name, legal status, address, and other information)

Fackler Construction Company
PO Box 194
McMinnville, OR 97128

for the following Project:
(Name, location, and detailed description)

AnyDoor Place, McMinnville Navigation Center,
Rehabilitation of two existing structures and construction of a connecting addition for a
Night-by-Night Shelter, Day Use Center and Offices for Supportive Services
327 and 329 SW Adams Street

The Architect:
(Name, legal status, address, and other information)

FFA Architecture and Interiors, Inc.
520 SW Yamhill, Suite 900
Portland, OR 97204

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

GMP \$2,479,175.76
Phase 1 \$295,108.90
Phase 2 \$2,066,010.88
Contingency \$118,055.99
Line items per Exhibit G1

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

50% Construction Documents, April 19, 2023
95% Construction Documents, May 5, 2023
Building Permit Submittal, May 17, 2023

.2 Construction commencement date:

May 10, 2023

.3 Substantial Completion date or dates:

May 1, 2024

.4 Other milestone dates:

GMP, Phase 1 (work and expenses incurred prior to June 30, 2023), May 10 Notice to Proceed
GMP, Phase 1 and 2, (full GMP), June 12, 2023

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Phase 1 = All work that can be commenced prior to full building permit issuance (May 10 – June 30, 2023), including site prep, demolition, foundation if applicable, buyout of materials, etc.)

Phase 2 – All construction activity per this construction agreement, July 1, 2023, commencement – May 1, 2024 – completion.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

n/a

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

This is a high profile public project, all press inquiries should go to the City of McMinnville representative – Jody Christensen and YCAP representative – Jenn Sharp.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

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PO Box 194
McMinnville, OR 97128
503.437.4049

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.14.1 The City understands and agrees that Contractor has requested that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. [References to "subcontractor" in this Contract mean a subcontractor at any tier.]

§ 1.1.14.2 Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

§ 1.1.14.3 The City reserves the right to reject any bid or to refuse delivery of materials or services at or from any manufacturer, supplier, or contractor with which the City has reasonable grounds to believe is or may be operating in violation of any local, state, or federal law or which is the subject of pending litigation.

§ 1.1.14.4 Contractor certifies that Contractor has not discriminated against minority, women, or small business enterprises in obtaining any subcontract.

§ 1.1.14.5 Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

§ 1.1.14.5.1 Contractor agrees that if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

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

§ 1.1.14.5.3 Contractor and all subcontractors shall comply with the provisions of ORS 279C.540 pertaining to maximum hours, holidays, and overtime. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half

Init.

fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, the City of McMinnville Professional Services Agreement dated January 5, 2023 between the contractor and the owner shall apply.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

(Paragraphs deleted)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price, which shall not be less than thirty (30) days after delivery of the Guaranteed Maximum Price proposal by the Construction Manager.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. The actual amount of this contingency will be determined by the Construction Manager and Owner at the time the final Guaranteed Maximum Price is established. The contingency should be specified either as a lump sum. Together with each application for payment, the Construction Manager shall provide an itemized accounting of all items charged against the Construction Manager's contingency. Any/all use of contingency shall be reviewed and approved by the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both provided, however, that the Construction Manager's review and

shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

(Paragraph deleted)

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. There shall be a fee decrease due to the Construction Manager related to deductive Change Orders. The Construction Manager's fee increase for additive Change Orders shall be 9% of the Cost of the Change Order Work.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement. For any additive changes that are based on other than an agreed unit-price method, the Construction Manager agrees to charge and accept as full payment a reasonable allowance for Home Office overhead and profit a fee of 9% for any and all changes regardless of whether the Work is performed by the Construction Manager or by any Subcontractor or any other person or entity. When both additions and credits are involved in any one change, the Construction Manager's fee shall be figured on the net increase, if any. If the Work is not performed or provided by, but through the Construction Manager, in no instance shall the Owner be obligated to pay more than 10% plus the Construction Manager's fee above what the Cost of the Work would have been had the Work at issue been performed directly by the Construction Manager.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall be subject to the Guaranteed Maximum Price(s) for all or any portion of the Work, or the other terms, conditions and limitations of this Agreement. Further, the "Cost of Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity, hourly rate, and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Commercial General Liability insurance and Bond shall be billed at a rate of 4.9% of the GMP Value and any additive Change Orders.

(Paragraphs deleted)

(Table deleted)

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval. Any and all such costs shall be those actually paid incurred with sufficient documentation and shall not be any estimate, minimum billing, or set labor,

and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of Article 1.1.14. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents. The submission of this Application constitutes a certification that the Work is current on the Construction Manager's Construction Schedule, unless otherwise noted on the Application. The Application shall be in a form acceptable to the Owner and shall include an accounting by natural expense categories, including the approved schedule of values.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Owner shall make progress payments on the contract monthly as Work progresses. Payment shall be based upon estimates of Work completed that are approved by the Owner. A progress payment shall not be considered an acceptance or approval of any Work or waiver of any defects therein. In instances when an invoice is filled out incorrectly, or when

- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%. Except with the Owner's prior written approval, payments to Subcontractors shall be subject to retainage of not less than five percent (5%).

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

The retainage held by the Owner shall be included in and paid to the Construction Manager as part of the final payment of the Contract Sum. The Construction Manager shall notify the Owner in writing when the Construction Manager considers the Work complete and the Owner shall, within fifteen (15) days after receiving the written notice either accept the Work or notify the Construction Manager of Work yet to be performed on the Contract.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Arbitration pursuant to Article 15 of AIA Document A201–2017

☐ [] Litigation in a court of competent jurisdiction

☐ [] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in

- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

(Paragraphs deleted)

(Paragraphs deleted)

(Table deleted)

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5

(Paragraphs deleted)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Prevailing Wages	Oregon Prevailing Wage Rates for Public Works Contracts	January 5, 2023	All

- .7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit G1 – Schedule of Values, GMP Budget
 Exhibit G2 – Contract Exclusions
 Exhibit G3 – Plans and Specifications for GMP
 Exhibit G4 – Subcontractor Directory
 Exhibit G5 – Project Schedule

§ 15.3 Supplemental Conditions (Attached).

This Agreement is entered into as of the day and year first written above.

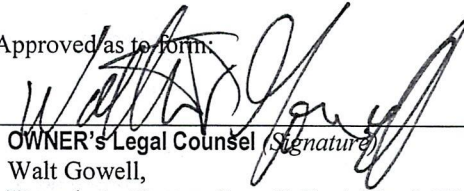

 OWNER (Signature)

Jeff Towery, City Manager,
 City of McMinnville
 (Printed name and title)


 CONSTRUCTION MANAGER (Signature)

Ben Fackler, President
 Fackler Construction Company
 (Printed name and title)

Approved as to form:


 OWNER's Legal Counsel (Signature)

Walt Gowell,
 Haugeberg, Rueter, Gowell, Fredricks & Higgins PC
 (Printed name and title)

Init.

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User Notes:

Amended on 03/27/2024
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Line items per Exhibit G1

...

50% Construction Documents, April 19, 2023
95% Construction Documents, May 5, 2023
Building Permit Submittal, May 17, 2023

May 10, 2023

...

May 1, 2024

...

GMP, Phase 1 (work and expenses incurred prior to June 30, 2023), May 10 Notice to Proceed
GMP, Phase 1 and 2, (full GMP), June 12, 2023

...

Phase 1 = All work that can be commenced prior to full building permit issuance (May 10 – June 30, 2023), including site prep, demolition, foundation if applicable, buyout of materials, etc.)

Phase 2 – All construction activity per this construction agreement, July 1, 2023, commencement – May 1, 2024 – completion.

...

n/a

...

This is a high profile public project, all press inquiries should go to the City of McMinnville representative – Jody Christensen and YCAP representative – Jenn Sharp.

PAGE 4

Jody Christensen
CDD Special Projects Manager
City of McMinnville
231 NE Fifth Street
McMinnville, OR 97128
Jody.Christensen@mcminnvilleoregon.gov

...

Jenn Sharp on behalf of Yamhill Community Action Partnership
Sled Shed Consulting
PO Box 2544
White Salmon, WA 98672
Sledshedconsulting@outlook.com

...

Foundation Engineering Inc.
820 NW Cornell Avenue

to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

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

§ 1.1.14.5.3 Contractor and all subcontractors shall comply with the provisions of ORS 279C.540 pertaining to maximum hours, holidays, and overtime. With certain exceptions listed below, Contractor shall not require or permit any person to work more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in case of necessity, emergency, or where public policy requires it, and in such cases the person shall be paid at least time and a half for:

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

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

§ 1.1.14.5.3.3 All work performed on the days specified in ORS 279C.540(1)(b) for public improvement contracts.

§ 1.1.14.5.4 Contractor and all subcontractors shall comply with the provisions of ORS 279C.545 pertaining to time limitation on claims for overtime and requirements for posting circulars containing said provisions.

§ 1.1.14.5.5 For personal/professional service contracts, as designated under ORS 279A.055, instead of **Error! Reference source not found., Error! Reference source not found., and Error! Reference source not found.** above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

§ 1.1.14.5.6 If Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the City may, but shall not be obligated to, pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due Contractor by reason of the Contract. The payment of a claim in the manner authorized hereby shall not relieve Contractor or its surety from the obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or services furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined, and the claim, if valid, is paid by Contractor or the City. There shall be no final acceptance of the Work under the Contract until all such claims have been resolved.

§ 1.1.14.6 The State of Oregon Prevailing Wage Rates for Public Works Contracts, January 5, 2023, and incorporated herein, in effect at the earlier of when this Agreement becomes a binding and enforceable obligation on the part of the Construction Manager to perform or arrange for the performance of the Work, or when the Construction Phase begins, each as determined pursuant to OAR 839-025-0020(6), shall apply for this Agreement and all contracts for labor between the Construction Manager and any Subcontractor. The Bureau of Labor and Industry Rates will be included with every bid and core package. The Construction Manager must, at a minimum, pay its own forces the prevailing wage rates as applicable.

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§ 2.3.1 For the Preconstruction Phase, AIA Document A201™ 2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201 2017 shall mean the Construction Manager, the City of McMinnville Professional Services Agreement dated January 5, 2023 between the contractor and the owner shall apply.

each application for payment, the Construction Manager shall provide an itemized accounting of all items charged against the Construction Manager's contingency. Any/all use of contingency shall be reviewed and approved by the Owner.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or ~~both~~ both provided, however, that the Construction Manager's review and revision of the proposal shall be without cost or expense to the Owner. The Construction Manager agrees to provide the Construction Services described herein for an amount Not-to-Exceed the Guaranteed Maximum Price
PAGE 11

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. ~~Project.~~ The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. ~~All the information on the survey shall be referenced to a Project benchmark.~~

...

~~§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

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The Owner shall retain an Architect to provide ~~services, duties and responsibilities as described in AIA Document B133™ 2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement.~~ The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement, architectural and design services. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

9% of Cost of Work

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall be subject to the Guaranteed Maximum Price(s) for all or any portion of the Work, or the other terms, conditions and limitations of this Agreement. Further, the "Cost of Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity, hourly rate, and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only to the extent that such personnel are not properly included in the main office overhead.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

~~§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.~~

~~§ 5.2 Payments~~

~~§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.~~

~~§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)~~

~~—%~~

~~ARTICLE 6 — COMPENSATION FOR CONSTRUCTION PHASE SERVICES~~

~~§ 6.1 Contract Sum~~

~~§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.~~

~~§ 6.1.2 The Construction Manager's Fee:~~

~~(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)~~

~~§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:~~

~~§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:~~

~~§ 6.1.5 Rental rates for Construction Manager owned equipment shall not exceed —percent (—%) of the standard rental rate paid at the place of the Project.~~

~~§ 6.1.6 Liquidated damages, if any:~~

~~(Insert terms and conditions for liquidated damages, if any.)~~

~~§ 6.1.7 Other:~~

~~(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)~~

~~§ 6.2 Guaranteed Maximum Price~~

~~The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.~~

~~§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

~~§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.~~

~~§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.~~

~~§ 7.3 Subcontract Costs~~

~~Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.~~

~~§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction~~

~~§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.~~

~~§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.~~

~~§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items~~

~~§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.~~

~~§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.~~

~~§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.~~

~~§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.~~

~~§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.~~

~~§ 7.6 Miscellaneous Costs~~

~~§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.~~

PAGE 15

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval. Any and all such costs shall be those actually paid incurred with sufficient documentation and shall not be any estimate, minimum billing, or

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Owner may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

PAGE 19

5%. Except with the Owner's prior written approval, payments to Subcontractors shall be subject to retainage of not less than five percent (5%).

...

The retainage held by the Owner shall be included in and paid to the Construction Manager as part of the final payment of the Contract Sum. The Construction Manager shall notify the Owner in writing when the Construction Manager considers the Work complete and the Owner shall, within fifteen (15) days after receiving the written notice either accept the Work or notify the Construction Manager of Work yet to be performed on the Contract.

PAGE 20

4. release all final liens.

PAGE 21

[X] Arbitration pursuant to Article 15 of AIA Document A201-2017

PAGE 23

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, ~~and in Section 13.2.2 of A201-2017,~~ neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

...

~~The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~

~~§ 14.3.1.1 Commercial General Liability with policy limits of not less than \$() for each occurrence and \$() in the aggregate for bodily injury and property damage.~~

~~§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than \$() per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than \$() each accident, \$() each employee, and \$() policy limit.~~

~~§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than \$() per claim and \$() in the aggregate.~~

§ 14.3.1.6 Other Insurance

§ 14.5.3.3 The number of project change orders, including an identification of the change orders issued by the Owner, and an analysis of why the change orders were required and the impact on the GMP.

§ 14.5.3.4 A narrative description of the successes and failures during design, engineering and construction of the project.

§ 14.5.3.5 Any additional information related to the cost savings or time savings attributable to the CM/GC process.

§ 14.5.4 GMP AND CONTRACT TIME ARE REASONABLE

By agreeing to any existing or future Guaranteed Maximum Price ("GMP") for all or any given portion of the Work, the Construction Manager represents and acknowledges that each GMP is reasonable compensation for any and all Work provided or performed and any and all costs and expenses related or associated therewith. Further, Construction Manager represents and acknowledges that the Contract Time is reasonable and adequate for the completion of the Project and each part thereof; that it has fully examined the Contract Documents and the Project site and is fully satisfied with the nature, quality, restrictions, location and character of the Project.

PAGE 25

.5 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203 2013 incorporated into this Agreement.)

~~.6~~ Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™ 2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234 2019 incorporated into this Agreement.)

...

Prevailing Wages

Oregon Prevailing Wage
Rates for Public Works
Contracts

January 5, 2023 All

...

Exhibit G1 – Schedule of Values, GMP Budget
Exhibit G2 – Contract Exclusions
Exhibit G3 – Plans and Specifications for GMP
Exhibit G4 – Subcontractor Directory
Exhibit G5 – Project Schedule

§ 15.3 Supplemental Conditions (Attached).

...

Jeff Towery, City Manager,
City of McMinnville

Ben Fackler, President
Fackler Construction Company

...

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Heather Richards, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 01:33:50 ET on 05/10/2023 under Order No. 2114429306 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)

Community Development Director
(Title)

5/9/23
(Dated)

DRAFT

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> AnyDoor Place - McMinnville 237 & 329 SE Adams St McMinnville, OR	CONTRACT INFORMATION: Contract For: Construction Date: 05.25.2023	CHANGE ORDER INFORMATION: Change Order Number: 03 Date: XX.XX.2024
OWNER: <i>(Name and address)</i> City of McMinnville 230 NE 2nd St. McMinnville, OR 97128	ARCHITECT: <i>(Name and address)</i> FFA Architecture & Interiors 520 SW Yamhill St. Suite 900, Portland, OR 97204	CONTRACTOR: <i>(Name and address)</i> Fackler Construction Co. 505 SE Adams St. Suite 200 McMinnville, OR 97128

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO #003 - Change Events
024 Utility Crossing - \$131,949.51
Contingency Remaining to be billed against first \$8,280.65

Time Extension Request - 23 additional calendar days

The original Contract Sum was	\$ 2,184,066.87
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 2,184,066.87
The Contract Sum will be increased by this Change Order in the amount of	\$ 123,668.86
The new Contract Sum including this Change Order will be	\$ 2,307,735.73

The Contract Time will be increased by Twenty-Three (23) days.
The new date of Substantial Completion will be 05.24.2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FFA Architecture & Interiors ARCHITECT <i>(Firm name)</i>	Fackler Construction Co. CONTRACTOR <i>(Firm name)</i>	City of McMinnville OWNER <i>(Firm name)</i>
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE



Transmittal #9 - Additional Scope/Time

To	Kathleen Strigle (FFA Architecture and Interiors Inc.) 520 SW Yamhill Street, Suite 900 Portland, Oregon 97204 Jenn Sharp (Sled Shed Consulting) PO Box 2544 White Salmon, Washington 98672 Jody Christensen (City of McMinnville) 231 NE Fifth St McMinnville, Oregon 97128 Tejara Brown (FFA Architecture and Interiors Inc.) 520 SW Yamhill Street, Suite 900 Portland, Oregon 97204	From	Michael Pumputis (Fackler Construction Company) PO Box 194 McMinnville, Oregon 97128-5932
Date Created	Feb 9, 2024		
Copies To			
Transmit	Attached	Sent Via	Attached
Submitted For	As Requested	Action As Noted	

Transmittal Items

Comments

Delay/Change Event

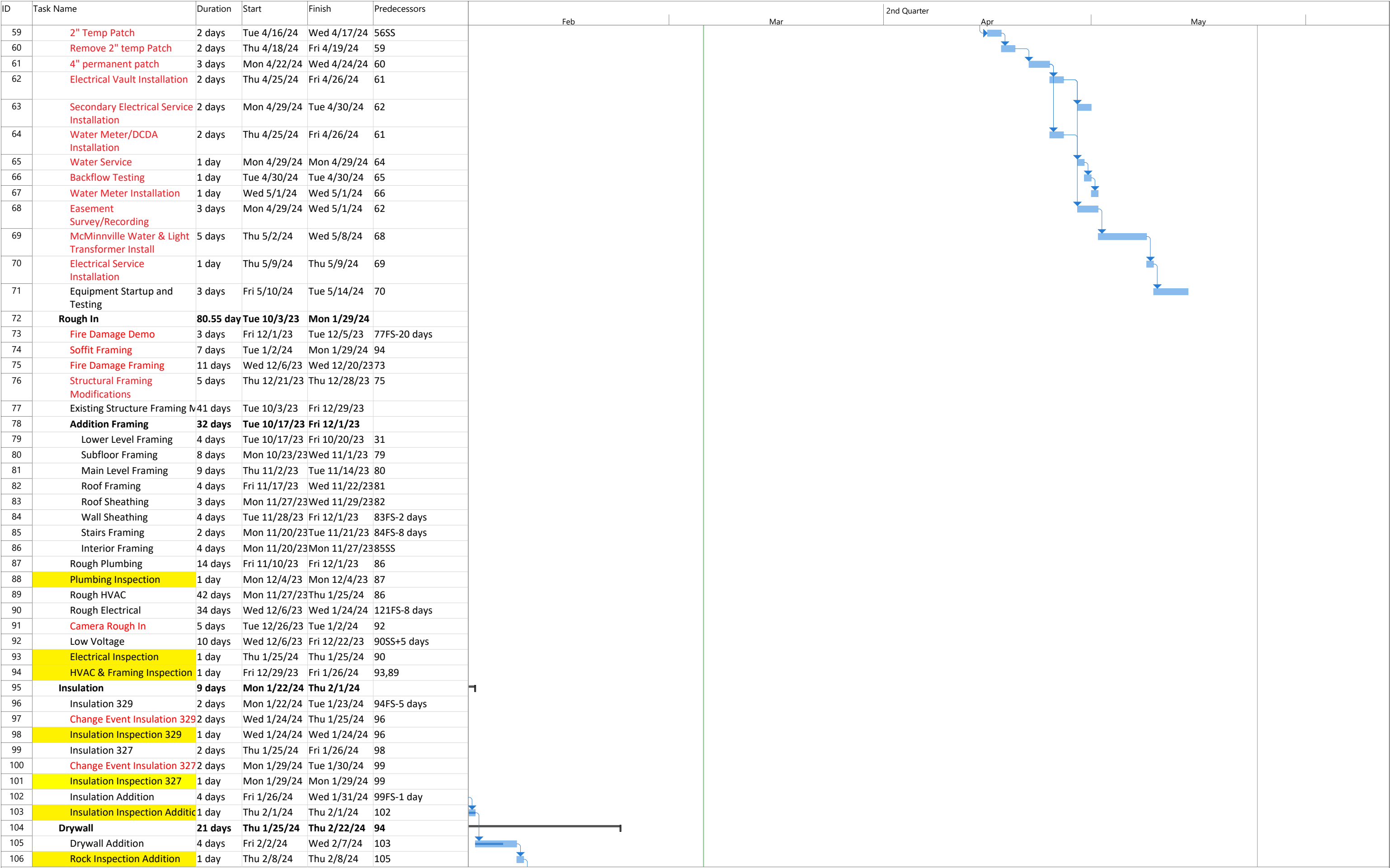
F.C.C. is requesting a 23 calendar day extension to the contractual substantial completion date of May 1st 2024. The proposed substantial completion date is May 24 2024.

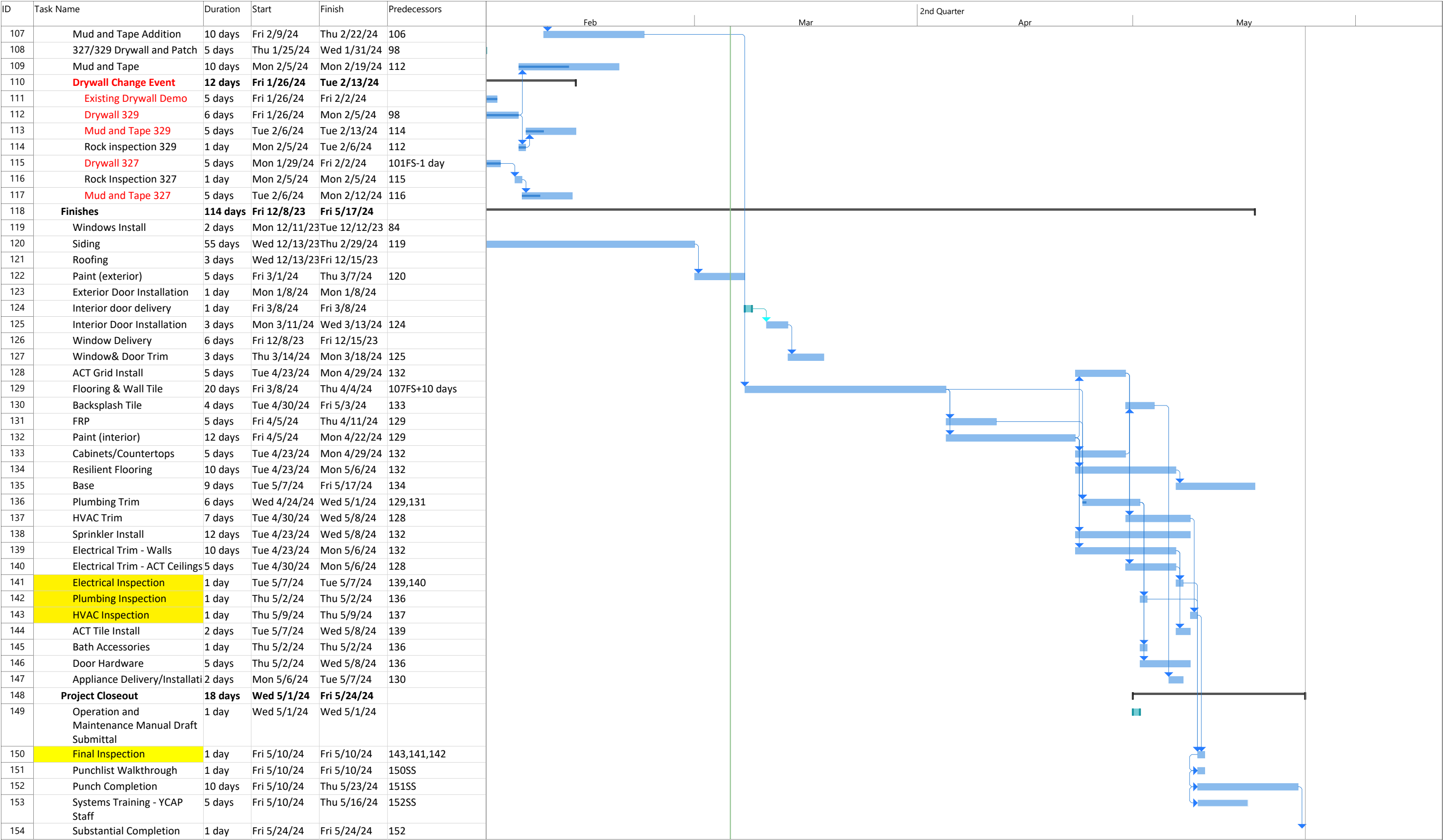
The delays and changes in scope are outlined below. Please see the attached schedule for additional information.

- Weather Delay- 3 days - Line 16
- CE #002 - Structural Repairs
 - Fire Damage Demo- 3 days - Line 73
 - Fire Damage Framing- 11 days - Line 75
- CE #011 - Change in Drywall Scope
 - Insulation 329- 2 days - Line 97
 - Insulation 327- 2 days - Line 100
 - Existing Drywall Demo- 5 days - Line 111
 - Drywall 329- 6 days - Line 112
 - Mud/Tape 329- 5 days - Line 113
 - Drywall 327- 5 days- Line 115
 - Mud/Tape 327- 5 days- Line 117
- CE #020 - Soffit Installation
 - Soffit Framing- 7 days- Line 74
- CE #022 - Structural Framing Changes
 - Structural Framing Modification - 5 days- Line 76
- CE #023 - Low Voltage Scope Add
 - Camera Rough-in- 5 days - Line 91
- CE #024 - Utility Crossing

- Private Locates- 1 day- Line 44
- Mobilization-2 days- Line 45
- Potholing pits/hydro excavation-2 days- Line 46
- Splice pits-2 days- Line 47
- Fire line drilling-2 days- Line 48
- Domestic water drilling-3 days- Line 49
- Saw cutting with slurry vac-2 days- Line 50
- Hot taps -2 days- Line 51
- 2" Temp Patch -2 days- Line 52
- Remove 2" temp patch-1 days- Line 53
- Finish Grade- 1-days- Line 54
- 10" Permanent Patch- 1 days- Line 55
- Splice pits electrical- 2 days- Line 56
- Saw-cutting electrical- 2 days- Line 57
- Electrical Crossing- 2 days- Line 58
- 2' Temp Patch- 2 days- Line 59
- Remove 2" temp patch -2 days- Line 60
- 4" Permanent patch- 3 days- Line 61
- Electrical vault installation- 2 days- Line 62
- Secondary electrical service- 2 days- Line 63
- Water meter/DCDA installation- 2 days- Line 64
- Water service- 1 day- Line 65
- Back-flow testing- 1 day- Line 66
- Water meter installation- 3 days- Line 67
- Easement Survey/ Recording- 5 days- Line 68
- McMinnville Water and Light transformer install- 1 day- Line 69
- Electrical Service installation- 3 days- Line 70

ID	Task Name	Duration	Start	Finish	Predecessors	FebMarAprMay				
1	General Conditions	241 days	Fri 6/16/23	Fri 5/24/24						
2	Phase One	11 days	Fri 6/16/23	Fri 6/30/23						
3	Clearing & Grubbing	46 days	Fri 6/16/23	Fri 8/18/23						
4	Interior Demo	32 days	Fri 6/16/23	Mon 7/31/23						
5	Phase Two	210 days	Mon 7/31/23	Fri 5/24/24						
6	Procurement	82 days	Mon 7/31/23	Wed 11/22/23						
15	Site Work	117 days	Tue 8/1/23	Wed 1/17/24						
16	Weather Delay	3 days	Mon 1/15/24	Wed 1/17/24						
17	Dig Out	8 days	Tue 8/1/23	Thu 8/10/23						
18	Plumbing Demo	4 days	Tue 8/29/23	Fri 9/1/23						
19	Footing Setup	6 days	Mon 8/14/23	Mon 8/21/23	17					
20	Footing Pour	2 days	Thu 8/24/23	Fri 8/25/23	19					
21	Stemwall Setup	5 days	Tue 9/26/23	Mon 10/2/23	20					
22	Stemwall Pour	1 day	Tue 10/3/23	Tue 10/3/23	21					
23	Strip Foundation Forms	1 day	Fri 10/6/23	Fri 10/6/23	22					
24	Back Fill	2 days	Mon 10/9/23	Tue 10/10/23	23					
25	Underslab Plumbing	10 days	Tue 9/5/23	Mon 9/18/23	18					
26	Underslab Plumbing inspect	1 day	Mon 9/18/23	Mon 9/18/23	25FS-1 day					
27	Plumbing Trench Pour Back	16 days	Thu 10/12/23	Thu 11/2/23	26					
28	Slab on Grade Setup	3 days	Mon 10/9/23	Wed 10/11/23	24FS-2 days					
29	Rebar for Slab on Grade	1 day	Wed 10/11/23	Wed 10/11/23	28FS-1 day					
30	Rebar Inspection	1 day	Wed 10/11/23	Wed 10/11/23	29SS					
31	Slab on Grade	1 day	Fri 10/13/23	Fri 10/13/23	30					
32	327 Basement Ramp Cut/Re	3 days	Tue 9/26/23	Thu 9/28/23						
33	327 Basement Ramp Setup	4 days	Mon 10/9/23	Thu 10/12/23	28SS					
34	327 Basement Ramp Pour	2 days	Fri 10/13/23	Mon 10/16/23	31SS					
35	Sidewalk Demo	2 days	Tue 12/19/23	Wed 12/20/23	121					
36	Site & Sidewalk Prep/Pour	5 days	Thu 12/21/23	Thu 12/28/23	35					
37	Utility Crossing	61 days	Tue 2/20/24	Tue 5/14/24						
38	ODOT Permitting	14 days	Mon 3/11/24	Thu 3/28/24	39					
39	Cultural Review	14 days	Tue 2/20/24	Fri 3/8/24						
40	City Review	4 days	Wed 3/20/24	Mon 3/25/24	38FS-7 days					
41	ODOT Final Review	3 days	Tue 3/26/24	Thu 3/28/24	40					
42	NTP	1 day	Wed 3/27/24	Wed 3/27/24						
43	Precon Meeting	1 day	Thu 3/28/24	Thu 3/28/24	42					
44	Private Locates	1 day	Mon 4/1/24	Mon 4/1/24	43					
45	Mobilization	2 days	Mon 4/1/24	Tue 4/2/24	44SS					
46	Potholing Pits-Hydro Excavation	2 days	Wed 4/3/24	Thu 4/4/24	45					
47	Splice Pits - both sides	4 days	Wed 4/3/24	Mon 4/8/24	46SS					
48	Fireline Drilling	4 days	Wed 4/3/24	Mon 4/8/24	46SS					
49	Domestic Water Drilling	4 days	Wed 4/3/24	Mon 4/8/24	46SS					
50	Sawcutting with slurry vac	4 days	Wed 4/3/24	Mon 4/8/24	46SS					
51	Hot Taps	4 days	Wed 4/3/24	Mon 4/8/24	46SS					
52	2" Temp Patch	2 days	Tue 4/9/24	Wed 4/10/24	51					
53	Remove 2" temp patch	1 day	Thu 4/11/24	Thu 4/11/24	52					
54	Finish Grade	1 day	Fri 4/12/24	Fri 4/12/24	53					
55	10" Permanent Patch	1 day	Mon 4/15/24	Mon 4/15/24	54					
56	Splice Pits Electrical both Sides	2 days	Tue 4/16/24	Wed 4/17/24	55					
57	Sawcutting electrical w/ slurry vac	2 days	Tue 4/16/24	Wed 4/17/24	56SS					
58	Electrical Crossing Drilling	2 days	Tue 4/16/24	Wed 4/17/24	56SS					





March 26, 2024



PO Box 621
McMinnville, OR 97128

Administrative Office:
1317 NE Dustin Court
McMinnville, OR 97128
Phone: 503-472-0457
Fax: 503-472-5555

Service sites available
online at yamhillcap.org

Mayor Drabkin and Councilors,

YCAP has had the privilege of continued collaboration with the City of McMinnville in our partnership to bring AnyDoor Place McMinnville into operation for our community. We have participated collectively in weekly meetings with our senior teams to steward the current process of construction and fiscal oversight.

YCAP is aware of the Change Order request from Fackler Construction, and we have thoroughly reviewed the content in unison with City Staff as information has become available to both entities. With this high level of engagement internally to identify the necessary next steps for the project, we are supportive of the recommendations for approval today before City Council in regards to the contract with Fackler Construction and the associated Change Order. YCAP understands this recommendation includes the timeline for substantial completion being adjusted to May 24, 2024.

Thank you for your dedication to supporting the construction contract for AnyDoor Place McMinnville in partnership with YCAP. Our team will continue to work closely with City Staff to support a positive completion of the site and transition into providing a higher level of resources and services to our unhoused community members.

Sincerely,

A handwritten signature in dark ink, reading "Alexandra Ball". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Alexandra Ball
Executive Director

RESOLUTION NO. 2024-11

A Resolution authorizing the City Manager to amend by Change Order the contract with Fackler Construction Company for the Construction Manager/General Contract for the AnyDoor Place, a McMinnville Navigation Center.

RECITALS:

Whereas, the AnyDoor Place, a McMinnville Navigation Center, addresses the need for an emergency low barrier shelter and supportive services facility in McMinnville; and

Whereas, Fackler Construction Company was approved by Resolution 2023-23 for the AIA A133-2019 Guaranteed Maximum Price (GMP) contract of the AnyDoor Place, A McMinnville Navigation Center; and

Whereas, a utility crossing was excluded from the original AIA A133-2019 GMP contract, as the utility companies and engineers still needed to design and approve this component of the project; and;

Whereas, knowing that this was a future project cost excluded from the original contract, the City of McMinnville set aside a contingency fund in its project budget to pay for this future change order and any other unaccounted costs associated with the project; and;

Whereas, the AIA A133-2019 Guaranteed Maximum Price (GMP) contract terms can be changed by AIA G701-2017 Change Orders;

Whereas, Funding for this project is included in the adopted FY24 Affordable Housing Fund of the City of McMinnville budget.

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

1. That entry into the A1A G701-2017 Change Order No. 3 to the A1A A133-2019 Guaranteed Maximum Price (GMP) contract dated July 12, 2023, with Fackler Construction Company (FCC) for the AnyDoor Place, a Navigation Center is hereby approved.
2. The City Manager is hereby authorized and directed to execute the A1A G701-2017 Change Order to the AIA A133-2019 GMP Contract, provided as Exhibit A.
3. The City Manager is hereby authorized and directed to execute additional A1A G701-2017 Change Orders to the AIA A133-2019 GMP FCC Contract in a not to exceed amount of (\$19,564.41).
4. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 26th day of March 26th by the following votes:

Ayes: _____

Nays: _____

Approved this 26th day of March 2024.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

Exhibit A: AIA Document G701-2017

Exhibit A:

DRAFT

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*AnyDoor Place - McMinnville
237 & 329 SE Adams St
McMinnville, OR**CONTRACT INFORMATION:**Contract For: Construction
Date: 05.25.2023**CHANGE ORDER INFORMATION:**Change Order Number: 03
Date: XX.XX.2024**OWNER:** *(Name and address)*

City of McMinnville

ARCHITECT: *(Name and address)*

FFA Architecture & Interiors

CONTRACTOR: *(Name and address)*

Fackler Construction Co.

230 NE 2nd St.

McMinnville, OR 97128

520 SW Yamhill St. Suite 900,

Portland, OR 97204

505 SE Adams St. Suite 200

McMinnville, OR 97128

THE CONTRACT IS CHANGED AS FOLLOWS:*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

PCO #003 - Change Events

024 Utility Crossing - \$131,949.51

Contingency Remaining to be billed against first \$8,280.65

Time Extension Request - 23 additional calendar days

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

\$	2,184,066.87
\$	0.00
\$	2,184,066.87
\$	123,668.86
\$	2,307,735.73

The Contract Time will be increased by Twenty-Three (23) days.

The new date of Substantial Completion will be 05.24.2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FFA Architecture & Interiors

ARCHITECT *(Firm name)*

Fackler Construction Co.

CONTRACTOR *(Firm name)*

City of McMinnville

OWNER *(Firm name)***SIGNATURE****SIGNATURE****SIGNATURE****PRINTED NAME AND TITLE****PRINTED NAME AND TITLE****PRINTED NAME AND TITLE****DATE****DATE****DATE**

STAFF REPORT

DATE: March 26, 2024
TO: Jeff Towery, City Manager
FROM: Jennifer Cuellar, Finance Director
SUBJECT: FY2023-24 Budget Amendment Resolution for Fire District Transition Fund and General Fund Contingency Transfer



CITY GOVERNMENT CAPACITY

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

Report in Brief: The FY2023-24 period is the year during which the McMinnville Fire District (MFD) was created and the fire department transitioned out of the City of McMinnville's service delivery portfolio, an unusual circumstance for Oregon jurisdictions. A number of unanticipated items have come up during this year as a result and three are addressed in this budget amendment.

1. The budgeted estimate for the ambulance acquisition funded through the American Rescue Plan Act (ARPA) program for FY2023-24 in the Fire District Transition Fund is slightly lower than the actual balance of funds available for that purpose. Because the committed ARPA dollars are disbursed via a transfer out from the General Fund, an increase in this appropriation category is required.
2. The transfer of the Length of Service Award Program (LOSAP) account to the MFD, as agreed by the two agencies in an intergovernmental agreement (IGA) in Dec 2023, requires a budgetary transaction as well as the ownership transfer of the investment account.
3. The IGA also stipulated that the City pay the value of the property tax revenue attributable to the new district's mapping error that left some properties outside of the FY2023-24 tax assessment.

Discussion of Budget Amendment

Oregon Revised Statute (ORS) 294.471(1)(a) allows a local government to prepare a budget amendment when circumstances arise that were unknown at the time the budget was prepared. At the time of creating the FY2023-24 budget, the City did not have the vendor's final invoice amount available for the ambulance. It was also unaware of the budget treatment required for the LOSAP asset ownership transfer and that there would definitively be a limited number of taxpayers left out of the current year's tax assessment.

The increased appropriation for the ambulance purchase is \$1,138, bringing the new budget amount to the balance remaining of the total authorized for the ambulance purchase. For the City's Fire District Transition Fund, an addition in this amount will be made to the program allocation, which will be offset by the equivalent transfer out from the General Fund. Because the added appropriation to the Fire District Transition Fund is less than 10% of its appropriated budget, a Council resolution may be used to formalize the budget amendment and no budget hearing is required.

In the General Fund, the transfer out category will be increased by the same \$1,138, offset by a reduction in the contingency appropriation category.

The value of the LOSAP investment account at Dec. 31, 2023 was \$930,615. While the City recognized that the fund balance for this asset would become zero at the end of the FY2023-24 period, an expense transaction for this asset transfer was not included in the budget. This special payment out from the General Fund will be offset by the contingency fund.

The estimate for the property tax revenue loss experienced by the MFD is quoted in the IGA as \$74,787. This outlay will be appropriated in the special payment out category and offset by the contingency fund category as well. For clarity, both special payment out items are listed in the table below.

Contingency transfers are established by ORS 294.463(2). All three budget amendment items are supported by the General Fund contingency. The total is less than 15% of total General Fund appropriations, a threshold noted in statute and, as such, does not require a public budget hearing and may be adopted by Council Resolution.

Fiscal Impact:

This action has no impact on the City's financial status, however it does reduce the General Fund's contingency level to under \$150,000.

The proposed budget amendment is as follows:

	Amended Budget as of Mar 12, 2024	Budget Adjustment	Amended Budget
General Fund:			
Requirements:			
Transfers Out	\$ 6,739,166	\$ 1,138	\$ 6,740,304
Special Payments Out (LOSAP)	5,534,553	930,615	
Special Payments Out (Property Tax)		74,787	6,539,955
Contingency	1,150,000	-1,006,540	143,460
All other requirements unchanged	<u>35,331,728</u>	<u>0</u>	<u>35,331,728</u>
Total requirements	<u>\$ 48,755,447</u>	<u>0</u>	<u>\$ 48,755,447</u>
Fire District Transition Fund:			
Resources:			
Transfers In	\$ 251,750	\$ 1,138	\$ 252,888
All other resources unchanged	<u>7,928,125</u>	<u>0</u>	<u>7,928,125</u>
Total Resources	<u>\$ 8,179,875</u>	<u>\$ 1,138</u>	<u>\$ 8,181,013</u>
Requirements:			
Program	\$ 5,429,875	\$ 1,138	\$ 5,431,013
All other requirements unchanged	<u>2,750,000</u>	<u>0</u>	<u>2,750,000</u>
Total requirements	<u>\$ 8,179,875</u>	<u>\$ 1,138</u>	<u>\$ 8,181,013</u>

Council Options:

1. Adopt the FY2023-24 budget amendment thereby allowing budget appropriation room for the ambulance and budgeting for the transfer of the LOSAP investment account to the MFD and its estimated FY2023-24 property tax loss.
2. Do not adopt the proposed FY2023-24 budget amendment. This would result in a budget violation as the City would keep its commitments regarding the ambulance purchase with former ARPA funds, transferring ownership of the LOSAP investment account and disbursing the funds to cover the estimated property tax loss as agreed in the IGA.

Documents:

1. Resolution 2024-16 FY2023-24 Budget Amendment Fire District Transition Fund and General Fund Contingency Transfer

RESOLUTION NO. 2024 – 16

A Resolution adopting a fiscal year 2023-24 budget amendment for the Fire District Transition Fund and a General Fund Contingency Transfer budget amendment.

RECITALS:

Whereas, this resolution proposes to amend the FY2023-24 City of McMinnville budget due to three unknown circumstances as described in Oregon Revised Statute (ORS) 294.471(1)(a); and

Whereas, the first unknown circumstance was the budgeted balance needed in the FY2023-24 for the previously approved ambulance purchase as part of the American Rescue Plan Act program was underestimated by \$1,138; and

Whereas, this circumstance will require a budget amendment in the Fire District Transition Fund and a General Fund contingency transfer to the transfer out category by \$1,138; and

Whereas, the second unknown circumstance was the need to include a budgetary transaction in the “special payment out” category for the ownership transfer of the Length of Service Award Program (LOSAP) investment account to the McMinnville Fire District (MFD), which has a December 31, 2023 value of \$930,615; and

Whereas, the third unknown circumstance was the commitment to pay the MFD the estimated FY2023-24 property tax revenues lost due to a mapping error that excluded some properties for a value noted in the December 2023 Intergovernmental Agreement (IGA) between the City and MFD of \$74,787; and

Whereas, the second and third circumstances require General Fund contingency transfers to the special payment out appropriation category of \$930,615 and \$74,787 respectively; and

Whereas, the budget amendment for the Fire District Transition Fund is less than 10% of the original appropriations and therefore may be approved by Council resolution as provided in ORS 294.473; and

Whereas, contingency transfers are described in ORS 294.463(2) and when the transfer totals more than 15% of the original appropriations a public hearing is required; and

Whereas, the General Fund contingency transfer needed for all three circumstances noted above totals less than 15% of total appropriations so may also be approved by Council resolution; and

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

1. **Adopt the following Budget Amendment:** The Common Council of the City of McMinnville adopts the following Budget Amendment for 2023-2024 in the Fire District Transition Fund and General Fund.

2. **Make Added Appropriations:** The new appropriations for fiscal year 2023-2024 are hereby adopted as detailed in Exhibit A.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 26th day of March 2024 by the following votes:

Ayes:_____

Nays:_____

Approved this 26th day of March 2024.

MAYOR

Approved as to form:

Attest:

CITY ATTORNEY

CITY RECORDER

EXHIBIT:

- A. Appropriations for fiscal year 2023-2024

Exhibit A

	Amended Budget as of Mar 12, 2024	Budget Adjustment	Amended Budget
General Fund:			
Requirements:			
Transfers Out	\$ 6,739,166	\$ 1,138	\$ 6,740,304
Special Payments Out (LOSAP)	5,534,553	930,615	
Special Payments Out (Property Tax)		74,787	6,539,955
Contingency	1,150,000	-1,006,540	143,460
All other requirements unchanged	<u>35,331,728</u>	<u>0</u>	<u>35,331,728</u>
Total requirements	<u>\$ 48,755,447</u>	<u>0</u>	<u>\$ 48,755,447</u>
Fire District Transition Fund:			
Resources:			
Transfers In	\$ 251,750	\$ 1,138	\$ 252,888
All other resources unchanged	<u>7,928,125</u>	<u>0</u>	<u>7,928,125</u>
Total Resources	<u>\$ 8,179,875</u>	<u>\$ 1,138</u>	<u>\$ 8,181,013</u>
Requirements:			
Program	\$ 5,429,875	\$ 1,138	\$ 5,431,013
All other requirements unchanged	<u>2,750,000</u>	<u>0</u>	<u>2,750,000</u>
Total requirements	<u>\$ 8,179,875</u>	<u>\$ 1,138</u>	<u>\$ 8,181,013</u>

STAFF REPORT

DATE: March 26, 2024
TO: Mayor and City Councilors
FROM: David Ligtenberg, City Attorney
SUBJECT: Ordinance to Repeal 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. 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 required minimum civil penalties, allowing greater discretion in implementation of the ordinance by City staff. On February 13, 2024, the Council discussed this issue at work session and directed staff to bring back, for consideration, an ordinance repealing MMC 2.10.

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 passage of these ordinances, the timing is ideal to consider whether the initial goals are being achieved by these reforms.

Staff acknowledges the need for additional resources and information on the city webpage regarding Oregon State Elections Campaign Finance Transparency & Education and will build that into the city's website regardless of the outcome of this Ordinance.

Attachments:

A: Ordinance No. 5143.

Recommendation:

Staff respectfully recommends that the Council adopt Ordinance No. 5143, repealing all Campaign Finance and Disclosure Requirements of Chapter 2.10 of the Municipal Code.

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

ORDINANCE NO. 5143

AN ORDINANCE REPEALING ALL CAMPAIGN FINANCE AND DISCLOSURE REQUIREMENTS OF CHAPTER 2.10 OF THE MCMINNVILLE MUNICIPAL CODE.

RECITALS:

WHEREAS, in 2020 the City of McMinnville adopted Campaign Finance & Disclosure Requirements, codified in McMinnville Municipal Code ("MMC") Section 2.10; and

WHEREAS, such reforms have been outsized for any campaign issues facing the City since their adoption; and

WHEREAS, State standards already cover many of the campaign finance and disclosure requirements as adopted, and further State legislation appears likely to further occupy this field; and

WHEREAS, staff time and resources are considerably burdened by the implementation and requirements of MMC § 2.10.

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

1. Chapter 2.10 of Title 2 of the McMinnville Municipal Code is hereby repealed.
2. This Ordinance will take effect 30 days after passage by the City Council.

Passed by the McMinnville City Council this 26th day of March, 2024 by the following votes:

Ayes: _____

Nays: _____

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder