



**City Council Meeting Agenda
Tuesday, April 9th, 2024
5:30 p.m. – Work Session Meeting
7:00 p.m. – City Council Regular Meeting**

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, April 8th** to CityRecorderTeam@mcminnvilleoregon.gov*
- *If appearing via telephone only please sign up prior by **12 p.m. on Monday, April 8th** by emailing the City Recorder at CityRecorderTeam@mcminnvilleoregon.gov as the chat function is not available when calling in zoom;*
- *Join the zoom meeting use the raise hand feature in zoom to request to speak, once your turn is up we will announce your name and unmute your mic. **You will need to provide your First and Last name, Address, and contact information (email or phone) to the City.***

You can live broadcast the City Council Meeting on cable channels Xfinity 11 and 331, Frontier 29 or webstream here:

mcm11.org/live

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://mcminnvilleoregon.zoom.us/j/89153852156?pwd=bHPPJRvzvi3psKqPkiFztWdki4ZOyU.1>

Meeting ID: 891 5385 2156

Passcode: 267699

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

ID: 891 5385 2156

5:30 PM – WORK SESSION MEETING – VIA ZOOM AND SEATING AT CIVIC HALL

1. CALL TO ORDER
2. DRAFT PARKS RECREATION & OPEN SPACE (PROS) PLAN UPDATE
3. ADJOURNMENT OF WORK SESSION

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

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

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

4. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports
- c. January 2024 Cash and Investment Report (in packet)

5. CONSENT AGENDA

- a. Consider the Minutes of the April 13, 2021, City Council Work Session & Regular Meeting.
- b. Consider the Minutes of the April 21, 2021, City Council Work Session Meeting.
- c. Consider the Minutes of the April 27, 2021, Joint Work Session with Planning & City Council Regular Meeting.
- d. Consider the Minutes of the May 11, 2021, City Council Work Session & Regular Meeting.
- e. Consider the Minutes of the November 14, 2023, City Council Work Session & Regular Meeting.
- f. Consider the Minutes of the November 28, 2023, City Council Regular Meeting.
- g. Consider the request from Bjorn Farm, LLC for Winery 2nd Location, OLCC Liquor License located at 323 NE Davis Street
- h. Consider the request from Nash & Nichol LLC for New Outlet Off-Premises, OLCC Liquor License located at 609 NE 3rd Street.
- i. Consider **Resolution No. 2024-17**: A Resolution appointing a volunteer to the Planning Commission.

6. RESOLUTION

- a. Consider **Resolution No. 2024-18**: A Resolution authorizing the City Manager to sign a contract with EConorthwest for \$119,100 to help McMinnville prepare a Housing Production Strategy and to evaluate land-use efficiencies as part of the City's acknowledged sequential UGB work plan with the Department of Land Conservation and Development.

7. ADJOURNMENT OF REGULAR MEETING

STAFF MEMO

DATE: April 9, 2024
TO: Mayor and City Council
FROM: Susan Muir, Parks & Recreation Director
SUBJECT: Draft Parks, Recreation and Open Space (PROS) Plan Update

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:

The purpose of this work session is to present the first complete public draft of the Parks, Recreation and Open Space Plan Update to City Council. The draft can be found [here](#), or by going to mcminnvilleparksplan.com and clicking on the 'Draft Plan Review' tab at the top of the project web page. After nearly two years of community outreach, internal project management team meetings, public meetings with the Diversity, Equity, and Inclusion Advisory Committee (formally acting as the Project Advisory Committee), Planning Commission and City Council, we are in the final stage of updating plan. This item is for discussion only, and any future action will happen at a later date.

Action: There is no action requested.

Background: Over the last couple of years, staff and the consultant team have been before you a number of times to present information, request feedback, and overall get direction on the future of parks and recreation in McMinnville. In addition, the proposed parks system development charge methodology has been presented to you and will come back to Council with the next draft of the plan.

At the April 9th work session, our consultant team from MIG will walk you through the proposed draft plan. In addition to the plan being posted on the project web page, we have posted a

comment form there as well and are asking the public to review it and provide us with any feedback they may have.

The DEIAC provided great comments, suggestions and feedback when the plan was presented to them on March 21, 2024. A quick summary of their comments can be found in Attachment A. Staff will return to the DEIAC at their next meeting in April with a motion to reflect their comments and feedback.

We're also attaching the equity lens information that the DEIAC requested us to respond to as part of their process (attachment B).

We look forward to the discussion.

Attachments

- A. Comments from the DEIAC (March 21, 2024 meeting)
- B. Responses to Public Engagement Charter & Equity Lens Questions
- C. Short summary of DRAFT plan
- D. Powerpoint presentation for April 9, 2024 City Council Work Session

Attachment A

3/21 McMinnville DEIAC – DRAFT Meeting Notes

1. Do you think the Plan’s recommendations support the key needs we heard from the community? Should we make any changes?

Clarify policy or projects to address accessible routes to parks as well as trails or connections to schools in central city

- o ‘Desire’ paths (cut-throughs) – can we add those, could vary by property, needs to be safe, accessible, lit, etc.
- o Add trails on east side of City connecting parks.
- o Running paths – use Strava? Workout circuits with bathrooms, lighting, etc. where people are running.
- o Add Cozine north of Linfield to planned trails
- DEIAC motion to Council to look at safe routes to parks during Transportation System Plan update
- Strengthen language about accessibility, sensory elements in parks
- Dragon play structure (City Park) – built by community, would be big deal to rebuild. Integrate elements of current structure into future redesign (ie: Hood River). Involve community in future planning and design if possible.
- Schools – don’t function as parks if closed to the public, fenced, events, etc. Add another infill park (even mini park) in NW. Also east of Chegwyn along river and between Heather Hollow & Thompson
- ‘Desire’ paths (cut-throughs) – can we add those, could vary by property, needs to be safe, accessible, lit, etc.
- Include park within Alpine URA? Coincide with central infill park, but Hwy 99 is a significant barrier.
- Strengthen trail signage/wayfinding elements.

2. Are there opportunities for this project to adapt or change to mitigate possible unwanted consequences?

- DEIAC would like equity metrics to use, using data, both indicators and outcomes. DEIAC would like to have regular check ins using those metrics.

- Looking at the map, West McMinnville has a lot of parks and is well served (could be perceived as high-income areas), but others might not be, need more by Duniway/East.

3. Are you interested in continuing your involvement related to this plan during its implementation, possibly on a Parks/Rec Advisory Board?

- Hold City accountable with equitable implementation.
- Need a structure to follow for check ins
- Continue mitigating unwanted consequences (i.e. deferred maintenance in older or lower income neighborhoods)
- Transparency – keep project website up, share about projects implementation status
- Make sure and form the Parks and Recreation Advisory Board.
- Use plan as living document that is flexible over time, update regularly, don't wait 20 years.

Next steps:

- April 9 – update to Council
- Decide on plan edits
- Return to DEIAC on 4/11 to address feedback
- DEIAC motion to Council
- Council adoption

Attachment B

McMinnville Parks, Recreation, and Open Space Plan

Responses to Public Engagement Charter & Equity Lens Questions

A. Who are the racial/ethnic and underserved groups affected? What is the potential impact of the policy/program on these groups?

The PROS Plan is intended for the entire community as it provides direction for City-owned parks and public recreation services. The Plan is grounded in equity and addresses the needs of traditionally underserved or underrepresented community members such as those living in neighborhoods that lack nearby parks.

B. Does the policy/program ignore or worsen existing disparities or produce other unintended consequences? Does it narrow or widen the opportunity gap?

The PROS Plan identifies improvements to underserved areas of the city that lack park and recreation access and documents and prioritizes the needs of a wide variety of community members from different backgrounds including different racial/ethnic groups, Spanish speakers, youth and families, older adults, and people with disabilities.

C. How does the policy/program advance opportunities for historically underserved communities?

The PROS Plan identified the key needs of those who are/have been historically underserved by services and opportunities and used equity as a lens to prioritize future improvements. The majority of recommended projects are reinvestments into the existing park and recreation system, including new opportunities and recreation facilities in areas that are lacking them, and a range of city-wide policies related to increasing diversity, equity, and inclusion into the provision of park and recreation services.

D. What are the barriers to more equitable outcomes? (e.g. mandated, political, emotional, financial, programmatic or managerial)

The PROS Plan focuses on several different ways to ensure equitable outcomes. While the City had previously only relied on a numeric based standard to measure outcomes, this PROS Plan includes new park quality and park access criteria that will also be used to achieve a more equitable future system.

E. How have you intentionally involved members of communities who will be affected? How do you validate your answers to Questions A–D?

The PROS Plan is based on ongoing involvement with the City of McMinnville’s DEIAC. As an initial step in the planning process, the project team developed the Community Involvement Strategy that outlined an equitable and effective communications and engagement strategy for the PROS Plan. Specific outreach opportunities included in-depth interviews and listening circles (focus groups) with non-English speakers, families, and people with different racial/ethnic backgrounds; community surveys in English and Spanish; in-person events at the Unidos Resource Fair and Dia de los Nino’s event, and more.

F. How will you modify or enhance your strategies to ensure each community member and communities’ individual and cultural needs are met?

The PROS Plan’s Community Involvement Strategy provided the initial guidance for involving the McMinnville community. The City and project team made adjustments throughout the planning process to ensure involvement from the entire community. For example, the City extended the closing date of the community survey to ensure broader participation and used data to reprioritize engagement in areas with a low turnout.

G. How are you collecting data on race, ethnicity, and native language?

The PROS Plan collected demographic data with each of the community outreach opportunities. Responses from these questions helped the City and project team understand if the planning process was involving a wide cross section of the community, and to compare information across various demographic factors.

Attachment C

This Parks, Recreation and Open Space (PROS) Plan Update reflects McMinnville's voices, priorities, needs, wishes and hopes – and for that, we THANK YOU!

This is a big document with big ideas.

Community created vision and goals for McMinnville Parks, Recreation and Open Spaces:

INCLUSIVE ● INTERCONNECTED ● VIBRANT ● SAFE ● WELCOMING

Plan Goals:

1. Ensure Equitable Park Access
2. Support Community Cohesion
3. Provide a Welcoming System
4. Provide Safe and Clean Parks
5. Support Diverse Recreation Opportunities
6. Celebrate and Preserve Nature
7. Increase Off-Street Trail Connections

What our Community Wants:



WHY IS EQUITABLE PARK ACCESS IMPORTANT?



Parks promote healthy, connected, & resilient communities.



Parks increase physical activity, reducing the risk of chronic diseases, obesity, and cancer.



Parks improve mental well-being and productivity by reducing stress, anxiety, and depression.



Parks encourage community connectivity by decreasing social isolation and the associated risks of dementia, heart disease, and stroke.



Parks reduce crime rates and encourage community safety, trust, and capacity.



Parks improve environmental health and climate resilience by providing cleaner air and water, reducing urban heat, and protecting against natural hazards and disasters.



Parks promote economic activity, a high quality of life, and place-based tourism.

Source: MIG, The Health Benefits of Parks and Their Economic Impacts (Urban Institute)

The first 5 years:

Park	Location	Project	Cost	Primary Funding Source
Neighborhood Parks				
Chegwyn Farm	Northern McMinnville	Add accessible paved path to connect with Grandhaven Elementary School	\$50,000	SDCs
West Hills Park	Western McMinnville	Add off-leash dog area	\$300,000	SDCs, Grant, Donation
		Add restroom	\$600,000	SDCs
Parklettes				
Bend-O-River	Eastern McMinnville	Replace play structure with nature playground	\$595,000	Bond, Grant, Donation
Kingwood	Northern McMinnville	Replace play area and surface	\$725,000	Bond, Grant, Donation
North Evans	Northern McMinnville	Replace play area and surface	\$725,000	Bond, Grant, Donation
Community Parks				
City Park	Central McMinnville	Replace dragon play structure with destination play structure that is barrier free	\$3,800,000	Grant, Donation, Bond
		New amphitheater for community events (flood-friendly)	\$325,000	SDCs, Donation
		Replace restrooms	\$510,000	Grant, Bond
		Replace lower shelter	\$340,000	Bond, Grant, Donation
		Complete ADA improvements identified in Public Works 5-year CIP	\$110,000	Bond, Grant, Donation
		Improve efficiency and coverage of lighting	\$25,000	Bond, Donation
Discovery Meadows	Western McMinnville	Renovate splash pad	\$350,000	Bond, Grant, Donation
		Cover, improve, and renovate skatepark	\$425,000	Bond, Grant, Donation
Joe Dancer Park	Central McMinnville	Skatepark improvements and renovation	\$250,000	Bond, Grant, Donation, Partnership
		Add lighting	\$50,000	SDCs
Wortman Park	Northern McMinnville	Replace west shelter as identified in Public Works 5-Year CIP	\$277,000	Bond, Grant
		Wayfinding/markers	\$17,000	Bond, Grant, Donation
		Add lighting	\$50,000	SDCs
Linear/Trail Parks				
West McMinnville Linear Park/James Addition	Western McMinnville	Replace play equipment	\$725,000	Bond, Grant, Donation

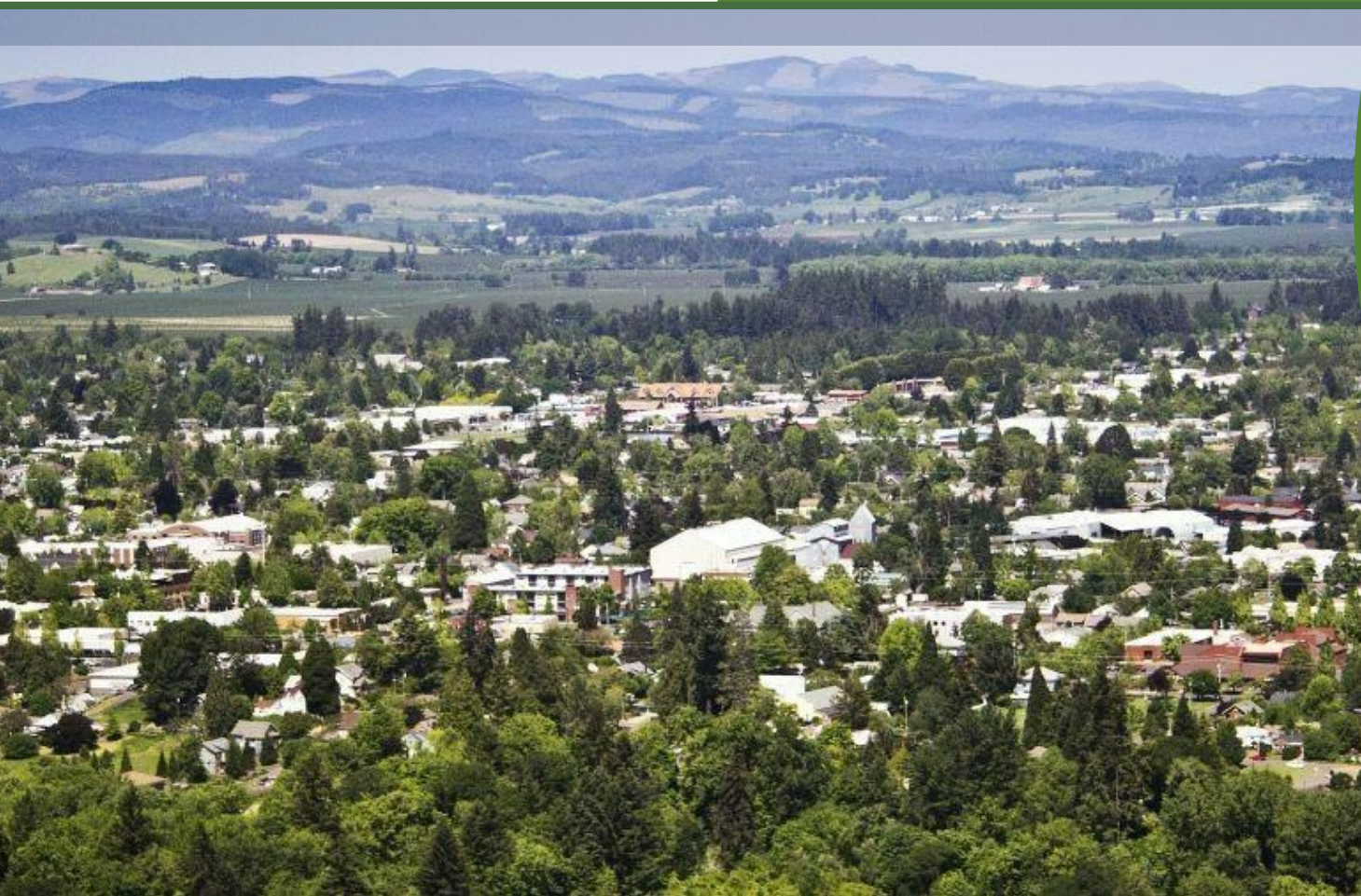
Park	Location	Project	Cost	Primary Funding Source
Natural Areas				
Airport Park	Eastern McMinnville	Install accessible pathway along west edge to connect to viewpoint	\$150,000	SDCs
		Replace wayfinding signage	\$17,000	Grant, Donation, Bond
Barber	Western McMinnville	Add soft surface trail connecting SW Old Sheridan Rd/SW Baker St.	\$150,000	SDCs
		Add signage for future trail connection	\$20,000	SDCs
		Add small parking lot potentially via an access or use agreement	\$250,000	SDCs
		Add pedestrian bridge across Cozine Creek	\$30,000	SDCs
Heather Hollow	Western McMinnville	Add signage for future trail connection	\$20,000	SDCs
Kiwanis Park	Central McMinnville	Replace boat launch/fishing pier	\$250,000	Bond, Grant, Donation
Quarry	Western McMinnville	Access via property easement or acquisition from church	\$95,000	SDCs, Partnership
		Add bike skills course/pump track	\$500,000	SDCs, Grant, Donation
		Add soft surface loop trail	\$46,000	SDCs
Tice Woods - Rotary Nature Preserve	Northern McMinnville	Add lighting to parking lot	\$50,000	SDCs
		Add maintenance vehicle access	\$10,000	Bond
Tall Oaks Cozine	Western McMinnville	Add signage for future trail connection	\$20,000	SDCs
Proposed Neighborhood Parks				
North Central	Central McMinnville	Land acquisition for new neighborhood park	\$1,500,000	SDCs
Proposed Greenways (development only)				
Joe Dancer Park/Three Mile Lane Greenway	Eastern McMinnville	Greenway development	\$245,455	SDCs
TOTAL:			\$13,602,455	

Source: MIG

Note: Planning level cost assumptions that do not include capital costs for parks currently under development.



City of McMinnville Parks, Recreation, and Open Space Plan



City Council Work Session: Draft Plan Review

April 2024



Talitha Consults | CAI

Agenda

1. Purpose and Process Update
2. Draft Plan Overview: An Equity Lens
3. Community Priorities
4. Future System Summary
5. Questions and Discussion
6. Next steps

Purpose of the PROS Plan

- Update inventory and existing conditions
- Document needs and priorities
- Identify community-supported vision and goals
- Recommend projects and policies for next 20-years



Council Meetings: June 2022 and March 2023

- Reimagining older parks
- Connectivity
- Conservation and sustainability
- Parks for all ages (8-80)
- Embracing different cultures



Equitable Park and Recreation Access

Defined as: the just and fair **quantity, proximity** and **connections** to quality **parks** and **green spaces**, recreation **facilities**, as well as **programs** that are safe, inclusive, culturally relevant and welcoming to everyone.

SOURCES: EQUITY LANGUAGE GUIDE, GLOSSARY OF TERMS, NRPA, UPDATED 10/21/21

FALL 2022

SUMMER 2023

SPRING 2024

Inventory

Park & Community Data
Analysis of data
state rules



Influencers
MacTown 2032
Comprehensive Plans
DEIAC, CC & PC opportunities
& challenges
Staff Team

Assessment

Vision
Community needs
Community wants
Best Practices/current trends



Influencers
Public
Partners
User Groups
Accessibility & Equity
Assessment
DEIAC, CC & PC
Staff Team

Strategy

Building the plan &
implementation tools



Influencers
Best Management Practices
City systems (budget)
Experts
DEIAC, CC & PC
Staff Team

The Plan

A modern park
system plan
sufficiently funded
and grounded in
equity adopted by
City Council



Influencers
DEIAC recommendation
Public
City Council
hearings

Agenda

1. Purpose and Process Update
2. **Draft Plan Overview: An Equity Lens**
3. Community Priorities
4. Future System Summary
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Draft Plan Overview

1

CHAPTER 1: INTRODUCTION Outlines the purpose of the Plan, the planning process, and the plan organization.

2

CHAPTER 2: PARK SYSTEM SNAPSHOT Provides an overview of the McMinnville community and existing park system.

3

CHAPTER 3: VISION, GOALS, AND OBJECTIVES Presents the new vision, goals and objectives that will inform the envisioned future of

4

CHAPTER 4: OPPORTUNITIES Summarizes community engagement key themes and park land, recreation facility, trail, and recreation program needs.

5

CHAPTER 5: ACTION PLAN Outlines recommendations for the future parks and recreation system, implementation, funding, and project prioritization.

APPENDICES

- A. Inventory
- B. Needs Survey Summary
- C. 20-year CIP
- D. Priorities Survey Summary



Vision Statement

McMinnville PROS Plan Strategic Framework

In McMinnville, parks and recreation define our incredible city by bringing the community together through an **inclusive and interconnected** system. From natural areas, vibrant public spaces, and variety of parks, events, and programs, our community enjoys a high quality of life that is **safe and welcoming** for everyone.

Together, these opportunities provide for **lifelong learning and fun for all ages, healthy lifestyles and natural habitats, and community cohesion**, while also supporting our local economy, and **unique heritage and culture**. McMinnville's parks and recreation system is **equitable** for everyone in every neighborhood, and we are committed to stewarding these places and opportunities for **future generations**.



Goals

McMinnville PROS Plan Strategic Framework

GOAL 1: Ensure Equitable Park Access

GOAL 2: Support Community Cohesion

GOAL 3: Provide a Welcoming System

GOAL 4: Provide Safe and Clean Parks

GOAL 5: Support Diverse Recreation Opportunities

GOAL 6: Celebrate and Preserve Nature

GOAL 7: Increase Off-Street Trail Connections

Objectives

McMinnville PROS Plan Strategic Framework



A.1 Equitably distribute park and recreation facilities.



A.5 Prioritize park accessibility improvements and design.



E.2 Promote diversity, equity, and inclusion in McMinnville parks and recreation.



C.6 Promote events to increase community cohesion and inclusion.



E.5 Employ equitable and inclusive place naming practices.

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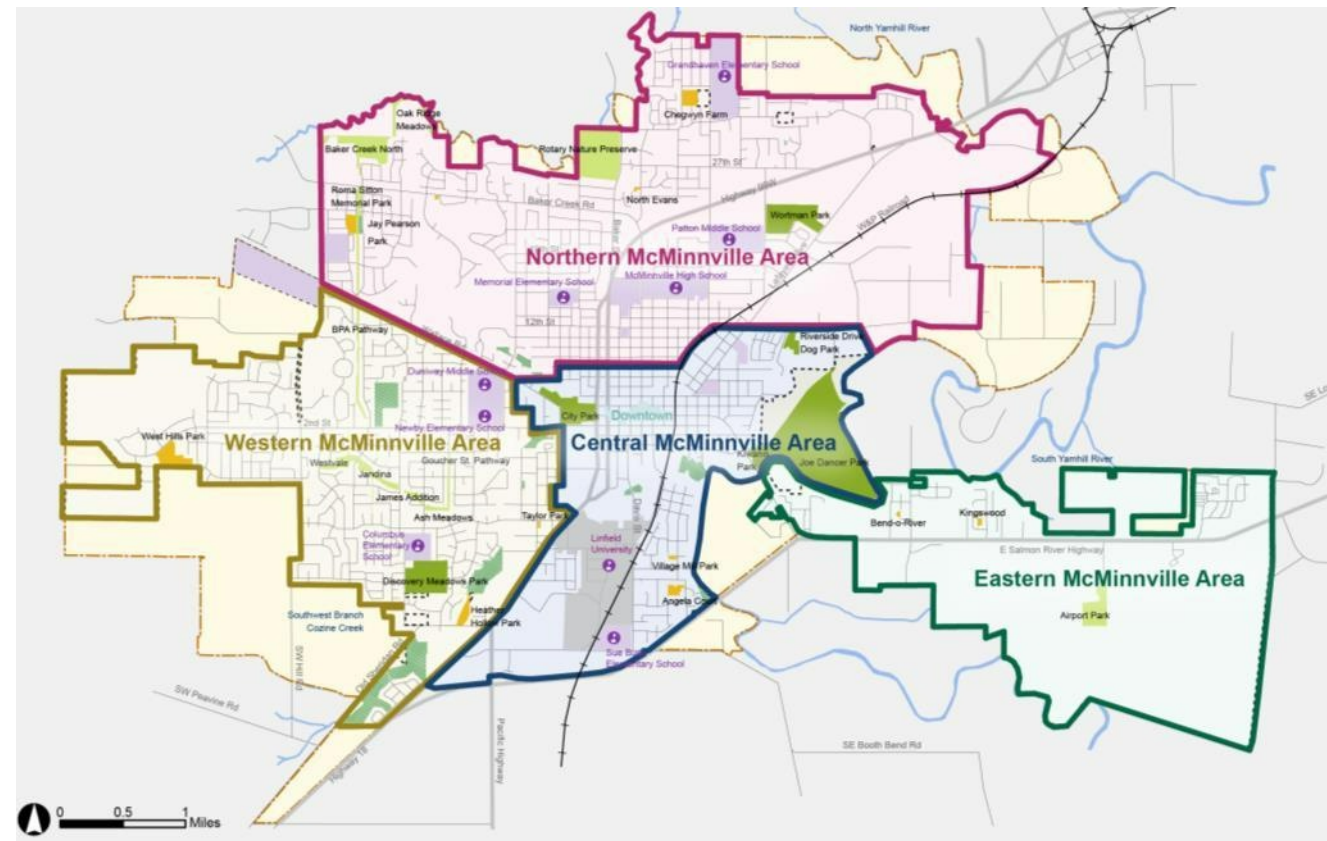
DEIAC Top Priorities

- Community Garden
- Safe Routes to Parks
- Loop Trails
- Event/Gathering Spaces
- New Community Park
- Lighting Improvements
- Restrooms
- Shade Trees
- Waterwise Landscaping
- Year-Round Opportunities
- Deferred Maintenance
- Ongoing Maintenance Resources



City Council & Planning Commission Priorities

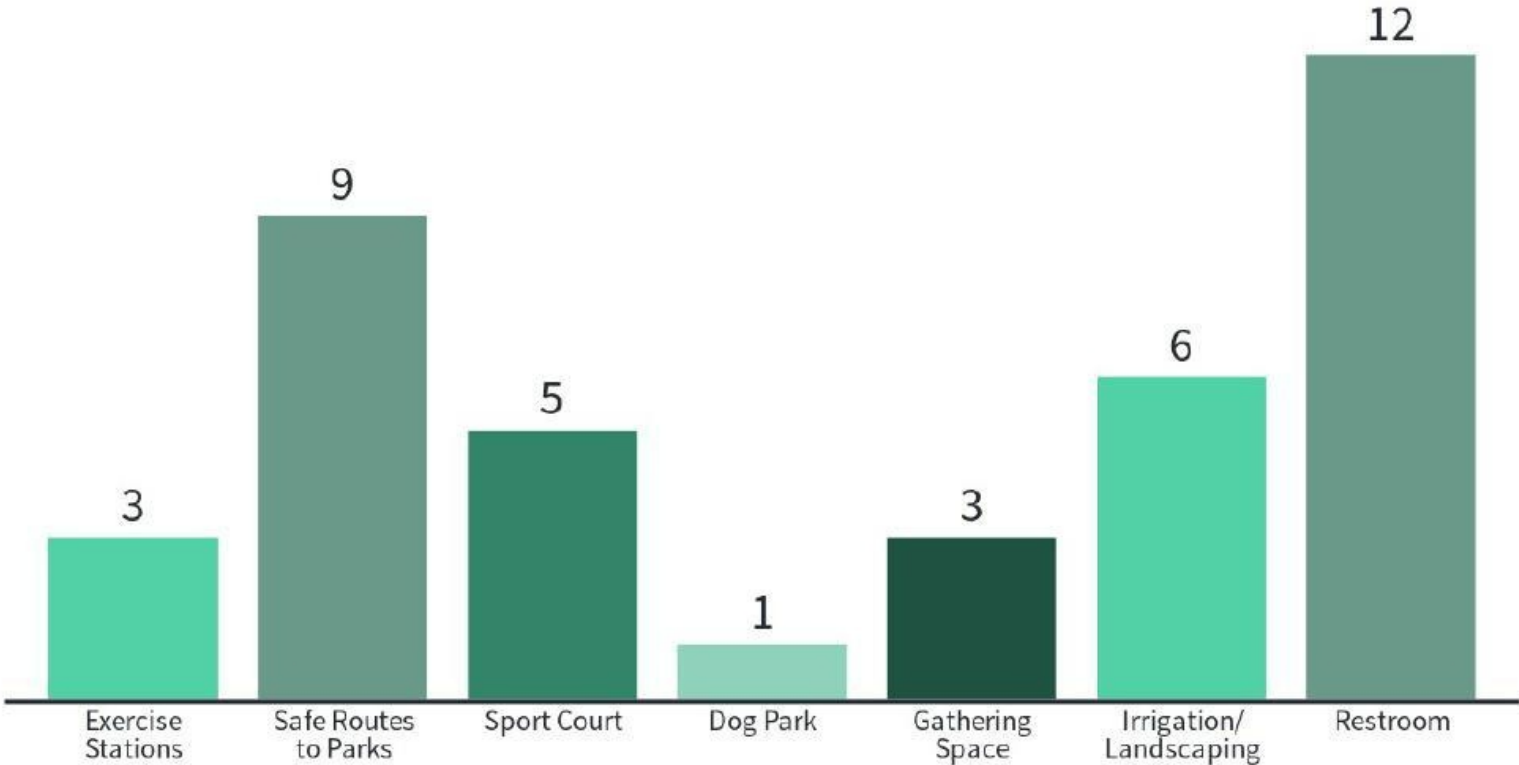
- **Central McMinnville:**
Reinvestment and Connections
- **Western McMinnville:**
Nature
- **Northern McMinnville:**
Connections and Play/Gathering
- **Eastern McMinnville:**
Play/Gathering



City Council & Planning Commission Priorities

Project Types

- Restrooms
- Waterwise Landscaping
- Shade Trees
- Safe Routes to Parks
- Facility Repairs
- River Access



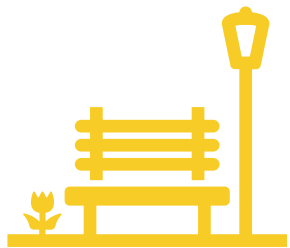
Community Survey #2: Who Responded?



1,395 respondents
In 5.5 weeks

- **Residents**
- **Students**
- **Visitors**
- **Adults Representing Families**
- **Mixed backgrounds**
- **Spanish Language**
- **Varied Abilities**

Community Survey #2: Project Priorities



Low Cost Projects

Trail amenities and wayfinding and lighting improvements



High Cost Projects

Loop trails and a riverfront trail



Moderate Cost Projects

Safe routes to parks and restrooms

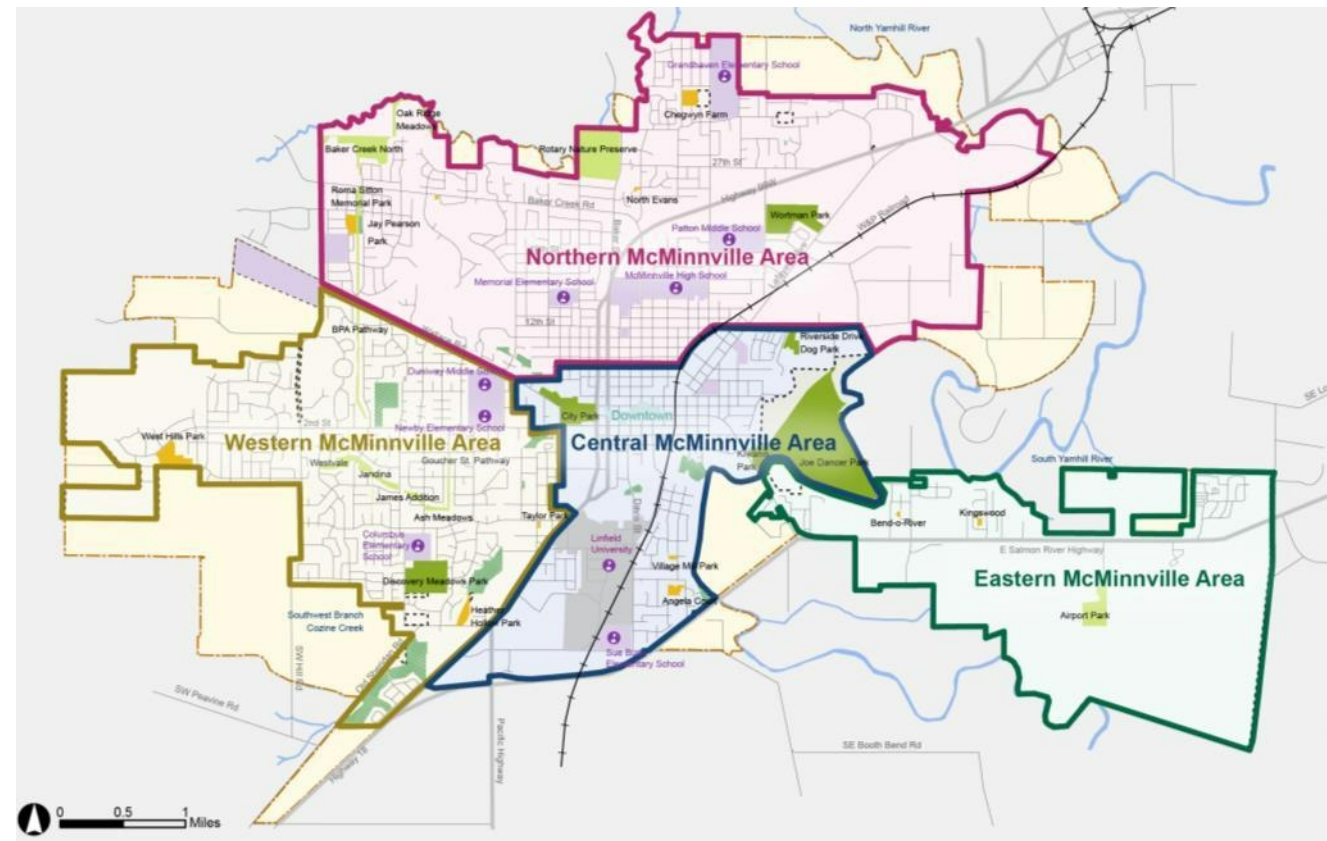


Highest Cost Projects

A new community park.

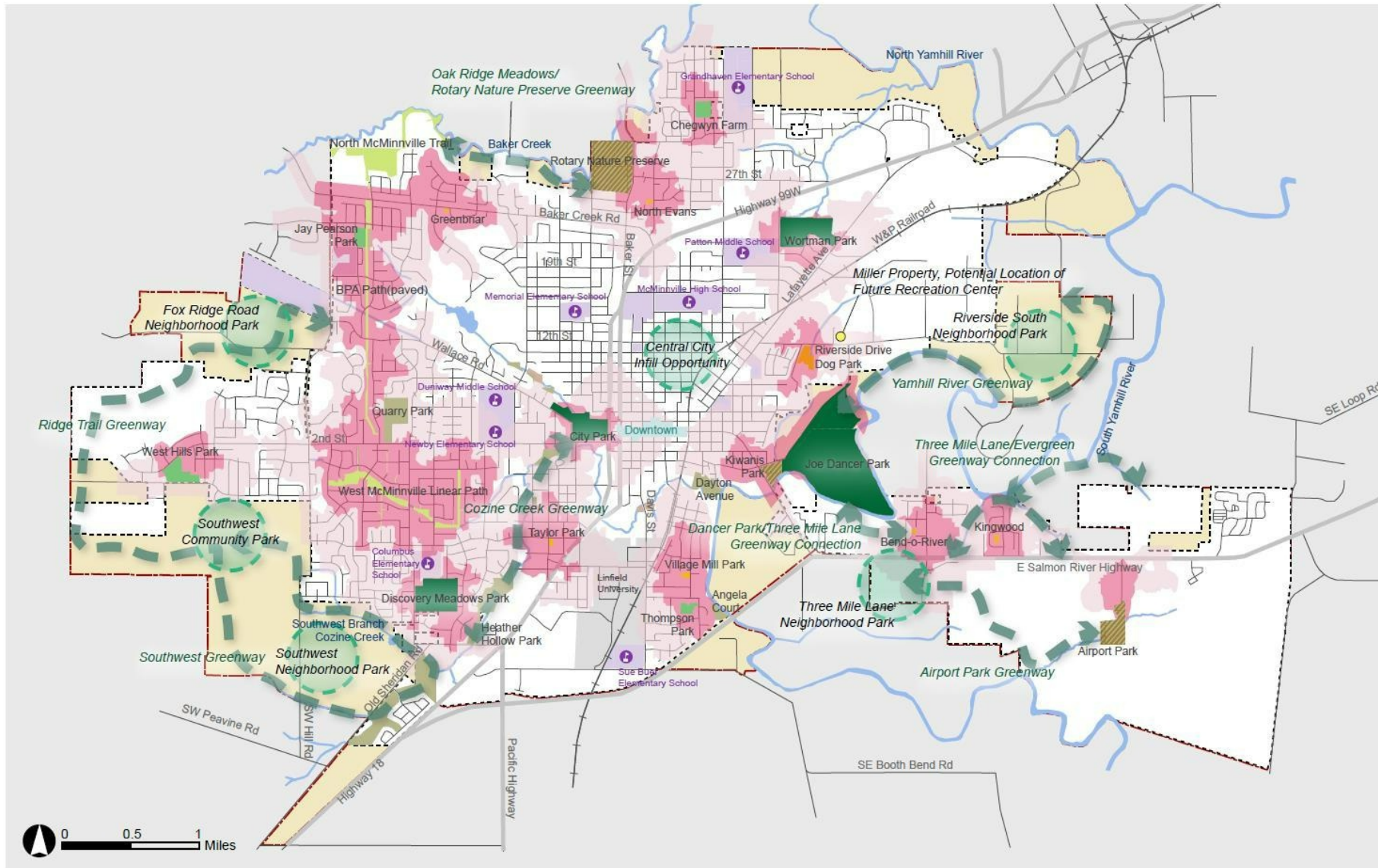
Community Survey #2: Project Priorities

- **Central McMinnville:**
Reinvestment
- **Western McMinnville:**
Connections and Play/Gathering
- **Northern McMinnville:**
Connections and Play/Gathering
- **Eastern McMinnville:**
Connections



Agenda

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20-YEAR CAPITAL IMPROVEMENT PROJECTS

There are **132** proposed capital improvement projects totaling **\$78,786,591** which will be completed over the next 20-plus years. These are organized into the following **four** key community need categories.



CONNECTIONS

Trails and access improvements

27 projects at **18** parks



PLAY AND GATHERING

Play areas, sports facilities, or community spaces

38 projects at **22** parks



REINVESTMENT

Infrastructure repair/replacement and replace worn or aging park assets

62 projects at **26** parks

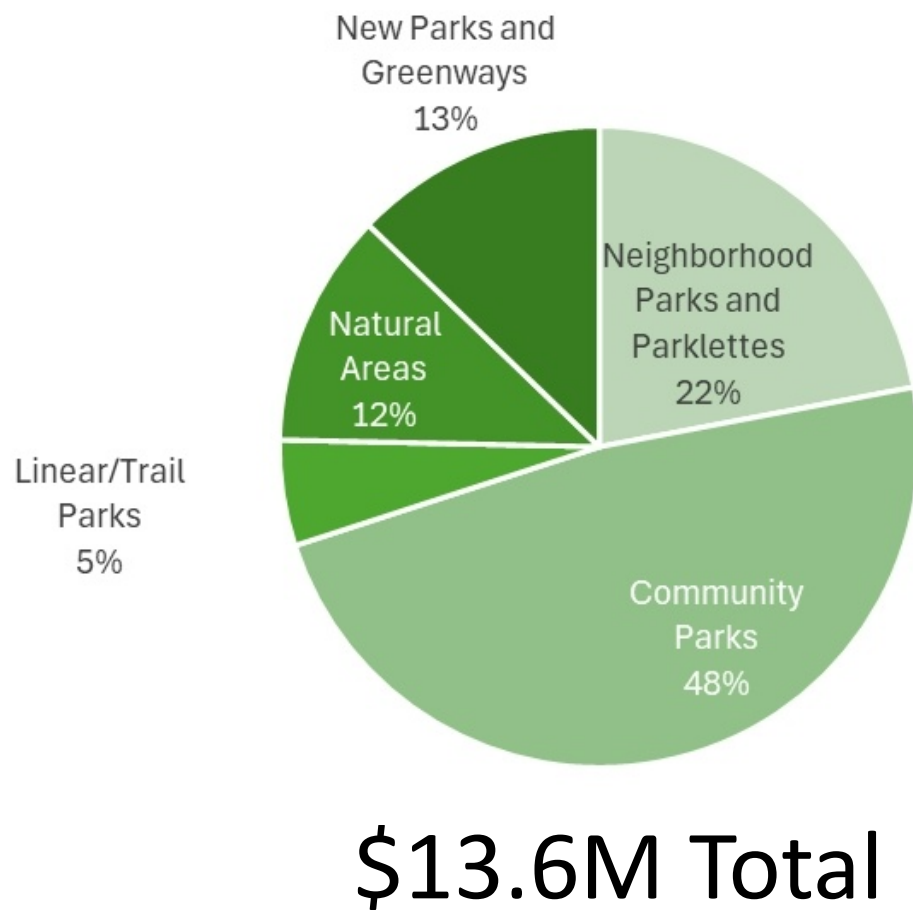


NATURE

Natural area improvements

5 projects at **5** parks

Short-Term Project List (Five Years)



Lighting Improvements



Accessibility Improvements



Trails



Restrooms



Event Space



Play Areas



Implementing the Plan

1. Build community support
2. Leverage new and existing partnerships
3. Advance equity to monitor/update Plan
4. Pursue variety of funding sources

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DEIAC Feedback

- Accessible routes to parks
- Added opportunities in underserved areas
- Involving community in future planning
- Equity metrics to track/measure progress
- Monitor plan and mitigate unwanted impacts
- Plan is living document

Discussion Questions

1. Do you think the Plan's recommendations **support the key needs** we heard from the community? Should we make any changes?
2. Are there opportunities for this project to adapt or change to **mitigate possible unwanted consequences**?
3. What will be **needed next** to implement the long-term vision?

Discussion Questions

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Should we make any changes?
2. Are there opportunities for this project to adapt or change to **mitigate possible unwanted consequences**?
3. What will be **needed next** to implement the long-term vision?

Parks, Recreation, and Open Space Plan Update

[Existing Park System](#)

[Needs Assessment](#)

[Community Survey Results](#)

[Get Involved](#)

[Draft Plan Review](#)



Draft Parks, Recreation, and Open Space Plan

Thank you for engaging with us, giving your time, and for helping shape recreation spaces for McMinnville's future! Equity and a community led process were the driving forces behind this draft Parks, Recreation, and Open Space Plan. Please review the draft Plan at the link below and use the comment form to share your feedback with us.

[Download Draft Plan](#)

[Download Draft Plan Appendices](#)



Next Steps

- Public Review of Draft Plan
<https://forms.gle/QRwsrC19crrjSQpUA>
- DEIAC motion
- Final Plan
- City Council Adoption - TBD





City of McMinnville Parks, Recreation, and Open Space Plan

THANK YOU!



City of McMinnville

January 2024

CASH AND INVESTMENT BY FUND

FUND #	FUND NAME	GENERAL OPERATING		TOTAL
		CASH IN BANK	INVESTMENT	
01	General	\$1,080,607.72	\$15,613,429.23	\$16,694,036.95
05	Grants & Special Assessment	\$418.19	\$368,057.52	\$368,475.71
07	Transient Lodging Tax	\$114.16	\$130,000.00	\$130,114.16
08	Affordable Housing	\$427.31	\$1,636,000.00	\$1,636,427.31
10	Telecommunications	\$48.86	\$2,030.00	\$2,078.86
15	Emergency Communications	\$879.35	\$148,094.81	\$148,974.16
20	Street (State Tax)	\$914.64	\$2,265,815.40	\$2,266,730.04
25	Airport Maintenance	\$962.02	\$943,749.03	\$944,711.05
45	Transportation	\$713.87	\$5,216,494.92	\$5,217,208.79
50	Park Development	\$616.46	\$2,514,441.49	\$2,515,057.95
58	Urban Renewal	\$0.00	\$0.00	\$0.00
59	Urban Renewal Debt Service	\$811.39	\$1,420,993.62	\$1,421,805.01
60	Debt Service	\$40.11	\$102,999.19	\$103,039.30
70	Building	\$197.91	\$2,194,240.37	\$2,194,438.28
75	Wastewater Services	\$436.60	\$1,837,826.33	\$1,838,262.93
77	Wastewater Capital	\$217.69	\$40,145,103.65	\$40,145,321.34
80	Information Systems & Services	\$316.24	\$197,742.38	\$198,058.62
85	Insurance Reserve	\$659.77	\$301,290.54	\$301,950.31
99	Fire District Transition Fund	\$709.20	\$961,000.00	\$961,709.20
CITY TOTALS		1,089,091.49	75,999,308.48	77,088,399.97

MATURITY				
DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST RATE	CASH VALUE
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.85%	\$1,089,091.49
N/A	Key Bank of Oregon	Money Market Savings Account	0.00%	\$0.00
N/A	State of Oregon	Local Government Investment Pool (LGIP)	5.00%	\$55,360,806.84
N/A	Umpqua Bank	Money Market Savings Account	5.24%	\$10,300,355.14
5/1/24	Umpqua Bank	Certificate of Deposit	5.39%	\$10,338,146.50
N/A	MassMutual Financial Group	Group Annuity	3.00%	\$0.00
				<u>\$77,088,399.97</u>

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, April 13, 2021 at 5:30 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Claudia Cisneros

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

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, Community Development Director Mike Bisset, 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 5:32 p.m. and welcomed all in attendance.

2. CONTINUED GOAL SETTING WITH WENDY STASSENS:

Wendy Stassens, consultant, reviewed the goal-setting plan and past work sessions, traction, building the machine to produce excellence in government, deciding what to focus on for 2021, inputs to the draft goals, how to be successful at this stage, and the path to excellence. She then reviewed the draft output goals.

City Manager Towery discussed increased revenue strategies to meet the goal of \$2-3 million of new revenue streams, allocation to reserves, how there could be funds dedicated to a certain department, identifying alternative revenue streams, and how there could be reassessment of SDCs and fees.

Ms. Stassens continued to explain the draft goals.

There was discussion regarding furloughed employees and adding more expenditures, appropriate reserves, and core services.

Ms. Stassens then discussed the organizational development goals. She shared a spreadsheet outlining the strategic plan goals, objectives for goal setting, and action priorities and how they related to the output goals and organizational development goals.

There was discussion regarding tying the process to the budget and fiscal year, involving the Budget Committee, providing services to citizens, increasing revenues and fire redistricting, being prudent with expenses especially for consultants, and issues with increasing revenues when people and businesses were struggling.

There was consensus to move forward with the goals as proposed. Ms. Stassens would bring them back to a regular meeting for approval.

3. ADJOURNMENT: Mayor Hill adjourned the meeting at 6:47 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, April 13, 2021 at 7:00 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Claudia Cisneros

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

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, Community Development Director Mike Bisset, Fire Operations Chief Amy Hanifan, Assistant Chief/Fire Marshal Debbie McDermott, Engineering Services Manager Larry Sherwood, 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. INVITATION TO CITIZENS FOR PUBLIC COMMENT

Jarod Harney, McMinnville community member, discussed the difficulties of returning bottles and cans in the City. He thought it was important to have a bottle drop center. He also suggested creating a tool lending library.

Tyman Sears discussed the White Bird Clinic Program in Eugene. He thought they should look at doing a similar program in McMinnville and he wanted to discuss it in the next budget process. He also thought they needed to make the City more bike and pedestrian friendly.

4. ADVICE/ INFORMATION ITEMS

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

Councilor Garvin met with the Police Chief to go over strategies on YCOM's budget.

Councilor Peralta reported on the Council of Governments who were meeting weekly on a policy committee. The legislature had started a process for considering a new land use goal.

Councilor President Drabkin reported on the DEI Advisory Committee where the Chair and Vice Chair were selected and Committee work prioritization was discussed. The Housing Authority did not receive the grant for their Stratus Village project, but they were looking into other potential revenue streams. She also discussed restaurant stabilization fund criteria and HB 2358.

Councilor Menke reported on the Affordable Housing Committee meeting where density bonuses and inclusionary zoning were discussed. She also reported on the Three Mile Lane Transportation Modeling Committee.

Councilor Geary reported on MacPac who discussed concept layouts and space planning for the rec center and library. They would be meeting again on Thursday to discuss the senior center layout and revised rec center and library design. The Active Transportation Committee was looking at biking on 99E.

Mayor Hill reported on the Urban Renewal Advisory Committee who discussed the City Center Housing Strategy and Third Street Improvement Project as well as a façade improvement grant request and Alpine Avenue maintenance costs. He explained the efforts for the Bypass funding.

4.b. Department Head Reports

Parks and Recreation Director Muir said Anne Lane was leaving the City to be the Parks and Recreation Director for Forest Grove. She reported on spring soccer, a grant for summer camps, and working with the School District for an RFP to solicit providers for after-school programs in School District buildings.

Police Chief Scales reported on police training.

Fire Marshal McDermott said there was a burn ban due to wind conditions.

City Attorney Guile-Hinman gave an update on an appeal regarding a 104-foot monopole cell tower on exclusive farm use (EFU) land.

Finance Director Cuellar said they received their published audits for the City and Urban Renewal. The auditor would be coming on May 11. She was putting together the budget book in preparation for the Budget Committee meeting.

Human Resources Manager Bayer gave an update on the classification and compensation study, presentation at the NW Women's Leadership Academy, furloughed employees, and workshare program.

Community Development Director Bisset spoke about getting the soccer fields ready for the soccer program.

Planning Director Richards discussed the Shaping Up McMinnville program and open houses.

City Manager Towery reported on the Farmer's Market and Dine Out program, both to start in May.

5.

CONSENT AGENDA

- a. Consider the Minutes of the February 25, 2020 City Council Regular Meeting.
- b. Consider the Minutes of the March 10, 2020 City Council Regular Meeting.

Councilor Geary MOVED to adopt the consent agenda; SECONDED by Council President Drabkin. Motion PASSED unanimously 6-0.

6.

RESOLUTIONS

6.a.

Consider **Resolution No. 2021-20**: A Resolution of the City of McMinnville Authorizing the City Manager to Execute a Third Amendment to the Personal Services Agreement with Ballard*King & Associates, Ltd. to continue the Facilities and Recreation Master Plan and Feasibility Study Project.

Parks and Recreation Director Muir said this expenditure was already in the budget. The final project would come to Council in September.

Council President Drabkin MOVED to adopt Resolution 2021-20; SECONDED by Councilor Geary. Motion PASSED unanimously 6-0.

- 6.b. Consider **Resolution No. 2021-21**: A Resolution Awarding the Contract for the construction of the NE High School Sanitary Sewer Rehabilitation Project (Project No. 2019-7).

Engineering Services Manager Sherwood said the project would minimize infiltration and inflow into the conveyance system.

Councilor Menke MOVED to adopt Resolution 2021-21; SECONDED by Councilor Geary. Motion PASSED unanimously 5-0.

7. ADJOURNMENT: Mayor Hill adjourned the Regular City Council Meeting at 8:10 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, April 21, 2021 at 6:00 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Claudia Cisneros

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

Also present were City Manager Jeff Towery, City Attorney Amanda Guile-Hinman, Police Chief Matt Scales, City Recorder Claudia Cisneros, Information Technology Specialist Megan Simmons, Finance Director Jennifer Cuellar, Planning Director Heather Richards, Senior Planner Chuck Darnell, Deputy Fire Chief Amy Hanifan, Court Clerk Abby Cohen, Court Clerk Freddy Vargas, Municipal Court Judge Cynthia Kaufman Noble, City Prosecutor Shannon Lee Erskine, Senior Court Clerk Suzanda Branson, 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.

Deputy Fire Chief Hanifan gave an update on the Organic Valley fire.

There was discussion regarding impacts on the system.

Police Chief Scales gave a police summary of the event.

Mayor Hill read a statement from Organic Valley that there were no reported injuries, and the extent of the damage was unknown at this time. They thanked emergency personnel for their work.

2. MUNICIPAL COURT PRESENTATION:

Finance Director Cuellar introduced the topic.

Judge Kaufman Noble gave the presentation. She discussed Municipal Court staff.

Court staff introduced themselves.

Judge Kaufman Noble reviewed Court services, response to crimes and directing to services, trends for repeat offenders, criminal activity, 2020 accomplishments, virtual court, court-appointed attorneys, bi-lingual services, community partnerships, and 2020 statistics where the court adjudicated 1,815 cases.

City Prosecutor Erskine gave her background and work with the City. She discussed trends and new legislation.

Finance Director Cuellar explained fines, imposed fees, and criteria to study fines.

Judge Kaufman Noble listed current and future court programs.

There was discussion regarding DEI initiatives and the Court's approach to justice, less staff and tight budget, how decriminalizing drug possession affected the Court, the need for more resources for mental illness and homelessness, and code protections for tenants.

3.

CITY CENTER HOUSING STRATEGY PRESENTATION

Senior Planner Darnell gave a project overview and discussed the Project Advisory Committee (PAC), schedule, project recap, final report, PAC and focus group input, barriers identified, pro forma analysis, mixed-use pro forma, prototypes, pro forma takeaways, pilot project sites, pilot project analysis, fire station site, cooperative ministries site, action plan, and PAC recommendation to adopt the Strategy with one caveat—that some of the analysis of financial feasibility was not found to be entirely accurate to the McMinnville market.

There was discussion regarding parking requirements downtown, funding for public parking infrastructure, the purpose of the strategy, height limitations, per forma numbers, appendices, and reduced parking standards for middle housing. The Strategy would come back to Council in May for adoption.

3.

ADJOURNMENT: Mayor Hill adjourned the meeting at 8:26 pm.

Claudia Cisneros, City Recorder

CITY OF McMinnville
MINUTES OF CITY COUNCIL AND PLANNING COMMISSION
JOINT WORK SESSION

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

Tuesday, April 27, 2021 at 5:30 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Claudia Cisneros

Councilors:	<u>Present</u>	<u>Excused Absence</u>
	Remy Drabkin, Council President	
	Adam Garvin (joined at 5:40 p.m.)	Kellie Menke
	Zack Geary	Sal Peralta
	Chris Chenoweth	

Planning Commissioners:

Sidonie Winfield (joined at 5:49 p.m.)
Beth Rankin
Brian Randall
Robert Banagay
Roger Hall
Gary Langenwalter
Dan Tucholsky
Lori Schanche (joined at 6:00 p.m.)
Sylla McClellan

Also present were City Manager Jeff Towery, City Attorney Amanda Guile-Hinman, Police Chief Matt Scales, City Recorder Claudia Cisneros, Fire Chief Rich Leipfert, Finance Director Jennifer Cuellar, Planning Director Heather Richards, Human Resources Manager Kylie Bayer, Library Director Jenny Berg, Engineering Services Manager Larry Sherwood, Senior Planner Jamie Fleckenstein, and *members of the News Media Phil Guzzo, McMinnville Community Media.*

1. CALL TO ORDER: Mayor Hill called the meeting to order at 5:30 p.m. and welcomed all in attendance.

2. OR 99W ACTIVE TRANSPORTATION PLAN, MCMINNVILLE PRESENTATION:

Planning Director Richards discussed the makeup and work of the Active Transportation Plan Committee.

Nick Gross, Kittelson & Associates, gave a presentation on OR 99W (NE McDonald Lane to Linfield Avenue) Active Transportation Concept Plan. He discussed the project background including the study area, corridor

vision statement, community needs, project schedule, evaluation criteria, existing walking and rolling network, existing biking network, existing parking demand, safety analysis, and considering equity and demand. He gave an overview of the design concepts and explained the concept evaluation, enhanced crossing study and plan, enhanced crossing recommended locations, virtual open house, and public preferences.

He then presented the draft Concept Plan including contents, concept layouts, and near-term and long-term recommendations.

There was discussion regarding cost estimates and funding, bicycle design concepts, crossing locations, art installations, traffic diversions and patterns, impacts to existing traffic issues, and rapid flashing beacons.

Planning Director Richards discussed next steps including amending the TSP to include the OR 99W Active Transportation Plan, Pedestrian System Goal, Adams and Baker Street Corridor, Bicycle System Plan, need to add new bicycle facility types, bike/pedestrian capital improvement projects, and funding for local improvements.

There was discussion regarding federal and state grants, the Safe Routes to Schools program, other funding mechanisms, and needed road improvements.

3. ADJOURNMENT: Mayor Hill adjourned the meeting at 6:57 pm.

Claudia Cisneros, City Recorder

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

Tuesday, April 27, 2021 at 7:00 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Claudia Cisneros

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

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, Community Development Director Mike Bisset, Fire Chief Rich Leipfert, Engineering Services Manager Larry Sherwood, Community Engagement Specialist Noelle Amaya, Library Supervisor Adam Carlson, Wastewater Services Manager Leland Koester, Library Director Jenny Berg, and *members of the News Media Phil Guzzo, McMinnville Community Media and Kirby Neuman-Rea 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

3. PROCLAMATIONS

3.a. Arbor Day

Mayor Hill read the proclamation declaring April 30, 2021 as Arbor Day.

3.b. National Historic Preservation Month

Planning Director Richards gave a background on National Historic Preservation Month, This Place Matters program, Historic Preservation Awards, and grant for a historic properties marketing program.

Mayor Hill read the proclamation declaring May 2021 as National Historic Preservation Month.

4. INVITATION TO CITIZENS FOR PUBLIC COMMENT

Paige Barton, Beaverton community member, worked in Yamhill County and had followed news coverage of sexual harassment and antisemitism at Linfield University. She had created a petition and gotten 123 signatures asking Council to take a position on this matter.

Nathaniel Weber, McMinnville community member, discussed his concerns about traffic safety in the Grand Haven area.

Jesus Duran, McMinnville community member, discussed ending Covid restrictions, especially due to the impact on local businesses and students.

Tynan Pierce, McMinnville community member, thanked the Council for setting up a Work Session on the Whitebird Clinic and Cahoots program in Eugene.

5. PRESENTATIONS

5.a. Library “Fine Free” Plan

Library Director Berg introduced the topic.

Circulation Supervisor Adam Carlson shared a story on how fines could be a barrier to library access. There was a disparity between those who could pay and those who couldn't and that was the basis for changing the policy about fines.

Library Director Berg said this did not need Council approval, however it would affect the Library's budget.

The Council was in support of the change.

5.b. Branding Project

City Manager Towery introduced the topic.

Community Engagement Specialist Amaya gave a recap of where they started for the project, strategic goals applied, project goals, brand pillars, identity strategy, logo, color palette, accessibility, fonts, and implementation timeline.

Human Resources Manager Bayer explained the implementation through City departments.

5.c. The Yamhill County Resource Navigator

Kristin Stoller, Community Wellness Collective, discussed their mission, community resource survey, and online navigator.

There was discussion regarding spreading the word about this resource to organizations and other cities.

6. ADVICE/ INFORMATION ITEMS

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

Councilor Chenoweth reported on the Economic Vitality Leadership Council and their initiatives and Historic Landmarks Committee applications.

Councilor Geary reported on the Landscape Review Committee applications, MacPac facilities review, Active Transit Plan, and Kids on the Block program.

Council President Drabkin reported on the Affordable Housing Committee and DEI Advisory Committee's work.

Mayor Hill reported on YCAP, Visit McMinnville goals and objectives, and Bypass funding.

6.b. Department Head Reports

City Attorney Guile-Hinman gave an update on the Air Show agreement, which would be a drive-in event this summer.

Library Director Berg reported on the idea of creating a tool library, home delivery program, and bookmobile wrap with the new logo.

Human Resources Manager Bayer discussed the jobs that were open at the City.

Planning Director Richards reported on open houses for missing middle housing and the Three Mile Lane Area Plan.

Finance Director Cuellar reported on the Audit Committee meeting where they conducted audit firm interviews and chose to continue with the current contractor.

Police Chief Scales discussed working with the City of Eugene for the upcoming Work Session and transition as Champion Team was closing. Fire Chief Leipfert thanked everyone who helped during the Organic Valley fire.

City Manager Towery reported on the Farmer's Market opening and community meet and greet for the new School Superintendent.

7. CONSENT AGENDA
- a. Consider **Resolution No. 2021-24**: A Resolution for City of McMinnville, Oregon Extending the City's Declaration of State of Emergency Expressed in Resolution 2020-18.

Councilor Chenoweth asked about the reasons for the state of emergency.

Fire Chief Leipfert said it gave the City authority for emergency scheduling of personnel, City Manager purchasing authority, and reimbursements from FEMA.

City Manager Towery said one of the metrics to not declare an emergency was for the county to go down to low-risk category.

Councilor Geary MOVED to adopt the consent agenda; SECONDED by Council President Drabkin. Motion PASSED unanimously 4-0.

8. RESOLUTION

- 8.a. Consider **Resolution No. 2021-22**: A Resolution authorizing the City Manager to enter into a contract with Haworth, Inc. for the construction of the Water Reclamation Facility and Raw Sewage Pump Station Emergency Stand-by Generator Installation, Project 2020-2.

Engineering Services Manager Sherwood said this project would provide electrical redundancy at the water reclamation facility and raw sewage pump station to keep these critical facilities active during a widespread power outage. This company had done other projects for the City.

Councilor Geary MOVED to adopt Resolution 2021-22; SECONDED by Council President Drabkin. Motion PASSED unanimously 4-0.

9. ADJOURNMENT: Mayor Hill adjourned the Regular City Council Meeting at 8:39 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, May 11, 2021 at 5:30 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Claudia Cisneros

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

Also present were City Manager Jeff Towery, City Attorney Amanda Guile-Hinman, Police Chief Matt Scales, City Recorder Claudia Cisneros, Information Technology Specialist Megan Simmons, Finance Director Jennifer Cuellar, Planning Director Heather Richards, Senior Planner Chuck Darnell, Deputy Fire Chief Amy Hanifan, Court Clerk Abby Cohen, Court Clerk Freddy Vargas, Municipal Court Judge Cynthia Kaufman Noble, City Prosecutor Shannon Lee Erskine, Senior Court Clerk Suzanda Branson, and *members of the News Media Phil Guzzo, McMinnville Community Media.*

1. CALL TO ORDER: Mayor Hill called the meeting to order at 5:30 p.m. and welcomed all in attendance.

2. THREE MILE LANE AREA PLAN PRESENTATION:

Planning Director Richards introduced the project, grant funding to do the plan, and work completed so far.

Darcy Rizinski, consultant, gave an overview of the project goals and objectives guided by the Great Neighborhood Principles, public outreach, process for developing the plan, and draft Three Mile Lane Area Plan. She then discussed land use and facility design including foundational elements, transportation improvements, complete streets design, major collector cross section, local residential cross section, urban design, parks and trails, gateways, and preferred alternative with maps. She explained the key features of a walkable commercial center, innovation campus, and mixed-use neighborhoods.

There was discussion regarding the market analysis for housing and how there would be small changes to the Comprehensive Plan to support residential uses in this area.

Andrew Mortensen, consultant, discussed the facility design, OR 18 options of interchanges or roundabouts, preferred facility design, and reasons for the preferred design.

There was discussion regarding risk from putting in that many stoplights and how they were in compliance with ODOT's spacing standards for controlled intersections on expressways, backed up traffic on 18 and entering the Three Mile Lane corridor, options for Norton Lane, bicycle and pedestrian enhancements around Joe Dancer Park, speed limits on the roundabouts, cost of the interchange, timing stoplights to help with backups, and intersection vs. roundabout.

Ms. Rizinski reviewed the evaluation and implementation of the plan.

Mr. Mortensen discussed vehicle performance, concept phasing and costs, and next steps.

3. ADJOURNMENT: Mayor Hill adjourned the meeting at 7:01 pm.

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, May 11, 2021 at 7:00 p.m.

Presiding: Scott Hill, Mayor

Recording Secretary: Claudia Cisneros

Councilors:

Present

Excused Absence

Remy Drabkin, Council President
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 Chief Matt Scales, Fire Chief Rich Leipfert, Finance Director Jennifer Cuellar, Planning Director Heather Richards, Asst. Chief/Fire Marshal Debbie McDermott, Operations Chief Amy Hanifan, Library Director Jenny Berg, Community Development Director Mike Bisset, Parks and Recreation Director Susan Muir, and Jerry Eichten, McMinnville Community Media and Kirby Neuman-Rae and Dora Totoian, NewsRegister.

1. CALL TO ORDER: Mayor Hill called the meeting to order at 7:03 p.m. and welcomed all in attendance.

2. PLEDGE OF ALLEGIANCE

Councilor Chenoweth led the pledge of allegiance.

3. PROCLAMATIONS

3.a. National Economic Development Week

Mayor Hill read the proclamation declaring May 9-15, 2021, as National Economic Development Week.

Taylor Brisbin, MEDP, thanked all their partners and showed a video about economic development in McMinnville.

Jeff Knapp, Visit McMinnville, thanked Council and City leadership for their dedication to economic development.

3.b. National Public Works Week

Mayor Hill read the proclamation declaring May 16-22, 2021, as National Public Works Week.

3.c. National Police Week

Police Chief Scales spoke about Police Officer Memorial Day on May 15. He was proud of the City's officers and thanked the Council for their support.

Mayor Hill read the proclamation declaring May 9-15, 2021 as National Police Week.

3.d. National Emergency Medical Services Week

Operations Chief Hanifan spoke about first responder work during Covid.

Mayor Hill read the proclamation declaring May 16-22, 2021 as National Emergency Medical Services Week.

4. INVITATION TO CITIZENS FOR PUBLIC COMMENT

Brittany Ruiz, McMinnville resident, discussed her disappointment in City staff being furloughed. She thought there should be a pause on any future consultants and capital projects until they addressed the safety, response times, and employment of incorrectly furloughed staff.

5. PRESENTATIONS

5.a. Recology Presentation

Carl Peters, Recology, spoke about Covid and how they chose not to suspend or stop service and worked out payment plans for customers. No new rate was being proposed at this time. He discussed the recycling tons collected, which was mostly unchanged from the previous year, and increase in yard waste. Trash collection dropped. He discussed the future of Riverbend Landfill and expansion.

There was discussion regarding Recology's support for the upcoming recycling bill, infrastructure improvements, additional revenue, future of waste recovery, being a leader in agricultural communities, and recyclables.

5.b. Telephone Polling – Revenue Options

City Manager Towery said the Council was looking at new sustainable funding sources for the General Fund. The consultants did a telephone poll asking citizens about options.

John Campbell and Martha De Long, consultants, presented the 2021 revenue options survey. They discussed the research methods, survey findings including demographics, questions asked and responses, useful information shared with citizens and what did not resonate as well, and conclusions and recommendations. The levy was unlikely to pass without very effective communication and unanimous leadership support. They explained the particularly useful facts to emphasize and what to de-emphasize. If a utility fee was contemplated, they needed to commit to communicating the benefits and trade-offs well.

City Manager Towery said this was for information purposes only, to be used as Council continued to discuss the options.

6. JOINT MEETING MCMINNVILLE URBAN RENEWAL AGENCY & MCMINNVILLE CITY COUNCIL

Mayor Hill opened the joint meeting.

Presentation: Audit Report for Fiscal Year 2020 presented by Merina & Company

Finance Director Cuellar said the Fiscal Year 2020 audit had been completed for the City and Urban Renewal budgets.

Tanya Moffit, Merina & Company, said they issued unmodified, or clean, opinions in March. This was later than usual, due to a delay in getting some information. There were no restrictions or difficulties and no disagreements with management. They also did a single audit on the federal funds given through the Corona Virus Relief Fund. They verified the City and Urban Renewal were following state regulations.

There was discussion regarding money that was missed for years by McMinnville Water & Light that should have been going to the City. Audit Committee review, materiality and what was looked at in an audit, and how to prevent what happened with McMinnville Water & Light from happening again.

Resolution: Consider **Resolution No. 2021-27**: A Resolution adopting the City Center Housing Strategy Final Report.

Planning Director Richards said this resolution would adopt the City Center Housing Strategy Final Report. A Work Session had been held previously on this report. The purpose of the strategy was to increase and incentivize higher density housing within the City Center area. She explained the process for creating the plan and how there was an action plan to provide guidance on removing barriers and giving incentive options. MURAC and the Project Advisory Committee recommended approval. A letter had been received from Mark Davis regarding concerns that the pro forma analysis did not reflect McMinnville numbers. The letter had been included in Appendix E of the report.

Mark Davis, McMinnville resident, said he served on the Project Advisory Committee and was in support of the action plan. He did not think the consultants did a good job in reflecting the community.

Councilor Menke MOVED to adopt Resolution 2021-27; SECONDED by Council President Drabkin. Motion PASSED unanimously 6-0.

Mayor Hill adjourned the joint meeting.

7. ADVICE/INFORMATION ITEMS

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

Councilor Garvin said there was a YCOM budget meeting on Thursday. The Airport Commission met last week. He thanked staff for reviewing the marijuana statements and for the UGB approval.

Councilor Peralta also thanked staff for their work on the UGB and Mr. Davis for his recommendations. He reported on the Rental Inspection Committee meeting. The Council of Governments was going through their budget process and planned to expand accounting services.

Council President Drabkin reported on the Affordable Housing Committee meeting. Champion Team had officially closed and Encompass Yamhill had been started which would serve in a lot of the same ways. Affordable Housing Committee interviews were also held. At the Leadership Roundtable they learned the state was looking to lift Covid business restrictions. She discussed vaccinations in the County. There was a DEI Advisory Committee meeting on Thursday. A fundraiser for wine country pride was starting June 1.

Councilor Geary gave an update on Mac Pac. He thanked staff for their work on the budget.

Mayor Hill reported on the MURAC meeting, funding for the Bypass, and Mid-Willamette Valley Transportation Committee meeting.

7.b. Department Head Reports

City Attorney Guile-Hinman said the Yamhill County Commission meeting to discuss the 100-foot monopole in the City's Urban Growth Boundary was rescheduled to May 27. She would be gone to a conference on Friday.

Planning Director Richards discussed funding for business assistance grants, MEDP Executive Director search, new Business Oregon regional representative, and UGB approval.

Finance Director Cuellar said the Budget Committee would be meeting next Wednesday.

City Manager Towery discussed a potential project list for the ARPA funds.

8. CONSENT AGENDA

- a. Consider OLCC request for a Winery 3rd location license from White Estate Winery, LLC DBA: Troon Vineyard located at 620 NE 3rd Street.
- b. Consider OLCC request for a Winery 2nd location license from Soter Vineyards LLC located at 1445 NE Miller Street Building D suites 3 & 4.
- c. Consider OLCC request for a limited on-premises; off-premises license from Historic 3rd and Ford, LLC DBA: Tributary Hotel located at 610 NE 3rd Street.
- d. Consider the Minutes of the March 24, 2020 City Council Regular Meeting.
- e. Consider the Minutes of the April 14, 2020 City Council Work Session & Regular Meeting.

Councilor Menke MOVED to adopt the consent agenda as presented; SECONDED by Councilor Peralta. Motion PASSED unanimously 6-0.

9. RESOLUTIONS

- 9.a. Consider **Resolution No. 2021-25**: A Resolution adopting an increase in online lien search fees and repealing all previous resolutions regarding this fee at the time this becomes effective.

Finance Director Cuellar said this fee had not been raised for years and she suggested raising the current fee by 20% effective July 1, 2021.

Councilor Chenoweth recused himself from the vote.

Councilor Geary MOVED to adopt Resolution 2021-25; SECONDED by Councilor Peralta. Motion PASSED unanimously 5-0-1 with Councilor Chenoweth recused.

- 9.b. Consider **Resolution No. 2021-26**: A Resolution appointing Judge Pro Tempore of the McMinnville Municipal Court.

This item was not discussed.

10. ADJOURNMENT: Mayor Hill adjourned the Regular City Council at 9:25 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, November 14, 2023 at 5:30 p.m.

Presiding: Remy Drabkin, Mayor

Recording Secretary: Claudia Cisneros

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

Also present were City Manager Jeff Towery, City Recorder Claudia Cisneros, City Attorney David Ligtenberg, Parks and Recreation Director Susan Muir, Finance Director Jennifer Cuellar, 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: Mayor Drabkin called the meeting to order at 5:30 p.m. and welcomed all in attendance.

2. PARKS SYSTEM DEVELOPMENT CHARGE METHODOLOGY:

Parks and Recreation Director Muir introduced the topic.

Michaela Jellicoe and Jon Pheanis, MIG consultants, gave a presentation on the City's Park SDCs. They discussed the definition of a System Development Charge (SDC), reasons governments charged SDCs, rules (state laws) for SDCs, what SDCs could pay for, calculation of Park SDCs, growth forecast, and cost per person.

There was discussion regarding setting a new standard for 11 park acres per 1,000 residents, aligning rates with the Council's policy decisions in order to be financially prepared, and running more scenarios for the level of service they wanted to achieve.

Ms. Jellicoe continued to discuss the adjusted cost per person per unit of development.

There was discussion regarding types of units, increasing density, concern about putting SDCs in place that de-incentivized building smaller units, impact on affordable housing, population per occupied unit, and creating more equity within the proposed framework.

Ms. Jellicoe reviewed rate comparisons by selected cities.

There was discussion regarding the need for another comparison of cities that were rural, of similar size, budget, and funding system, and with the same policy decisions.

Ms. Jellicoe explained the historic and forecasted Park SDC revenue, SDC option of a residential-only fee, comparison of residential and nonresidential fees, SDC option of unit type vs. unit size, and maximum allowable SDC rate by type. She asked if the Council wanted to move forward with the nonresidential Park SDC, if they supported the tiered fee structure based on unit size, if they wanted to charge the maximum allowable SDC or what level of reduction they supported, and did they want to consider a phased implementation.

There was consensus to move forward with including a nonresidential fee and a tiered fee structure. The Council did not have enough information to decide on the rates at this time but were open to phased implementation.

3. ADJOURNMENT: Mayor Drabkin adjourned the meeting at 6:47 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, November 14, 2023 at 7:00 p.m.

Presiding: Remy Drabkin, Mayor

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

Also present were City Manager Jeff Towery, City Recorder Claudia Cisneros, City Attorney David Ligtenberg, Parks and Recreation Director Susan Muir, Finance Director Jennifer Cuellar, 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: Mayor Drabkin called the meeting to order at 7:00 p.m. and welcomed all in attendance.
2. PLEDGE OF ALLEGIANCE

Cub Scout Troop 454 led the pledge of allegiance.
3. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT

Markus Pfahler, McMinnville community member, spoke about the use of SDC funds and inadequate operation and maintenance funding to sustain parks and recreation assets. He thought there should be better lighting for sports at the community center.

Wayne Bailey, McMinnville community member, discussed the benefits of pickleball and need for a better pickleball facility.

Austin Toth, McMinnville community member, spoke about how pickleball popularity was growing and they needed a bigger facility.

Maria Olson, McMinnville community member, explained how pickleball helped promote mental health. Even an outdoor covered facility would help.

Lou Perez-Leon, McMinnville community member, addressed the social and fellowship aspect of pickleball.

Brian Zawada, Amity community member and McMinnville business owner, spoke about safety concerns at his business due to homeless on Marsh Lane.

Cheryl Nangeroni, McMinnville community member, discussed the growth of pickleball ladies' night, and how many of the ladies had never been athletic. She asked for a covered or new facility.

Jackson Darling, McMinnville community member, spoke about the multi-generational and community benefits as well as sports tourism of pickleball.

Will Gardner, McMinnville community member, discussed the sense of community he had experienced through pickleball. He agreed there needed to be a covered or new facility.

4. ADVICE/ INFORMATION ITEMS

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

Councilor Geary reported on the latest MURAC meeting where the RV site was discussed. He also reported on the DEI Committee where member recruitment and work plan were discussed. The Affordable Housing Committee discussed density bonuses, small lot allowances, and community land trust development.

Councilor Chenoweth thanked the veterans in attendance for their service. He reported on MEVLC where the MESO program and Workforce Development program were discussed.

Councilor Peralta said the MCM-TV Board would be asking for an adjustment in their franchise fee allocation. He encouraged the Council of Governments to take a stronger position on Measure 110 changes.

Council President Garvin gave an update on the Airport Commission meeting where impacts of the Air Show on tenants was discussed. There was also a vacancy on the Commission. The Fire District was still in the process of hiring a new Fire Chief.

Mayor Drabkin went to the state capital twice regarding legislation, attended the City/County Dinner with Councilor Payne, and attended the Oregon State University vs. Stanford game.

4.b. Department Head Reports

City Manager Towery said they had received a resignation letter from Public Works Director Pagano. He introduced new City Attorney David Ligtenberg.

Parks and Recreation Director Muir announced the website for the parks survey. She reported on the Summer Fun program.

Finance Director Cuellar said there were openings on the Budget Committee. She would be sharing a summary of the feedback she received on the property tax levy.

City Recorder Cisneros said next Wednesday's Work Session was canceled and City offices would be closed on Thursday and Friday for Thanksgiving.

5. CONSENT AGENDA

- a. Consider the request from Dundee Hills Wine Library LLC dba: Dundee Wine Library for Winery 3rd Location, OLCC Liquor License located at 619 NE 3rd Street.
- b. Consider the request from Sushi Ninja LLC for Limited on-premises, OLCC Liquor License located at 828 NE Adams Street.
- c. Consider the request from Odyssey 29, Inc. dba Journey Distilled for Primary Location, OLCC Liquor License located at 1405 NE Alpha Dr. #102.
- d. Consider the Minutes of the January 12, 2021, City Council Work Session & Regular Meeting.
- e. Consider the Minutes of the January 20, 2021, City Council Work Session Meeting.
- f. Consider the Minutes of the January 26, 2021, City Council Regular Meeting.
- g. Consider the Minutes of the February 9, 2021, City Council Work Session & Regular Meeting.
- h. Consider the Minutes of the February 23, 2021, City Council Work Session & Regular Meeting.
- i. Consider the Minutes of the March 9, 2021, City Council Regular Meeting.
- j. Consider the Minutes of the March 17, 2021, City Council Work Session Meeting.
- k. Consider the Minutes of the March 23, 2021, City Council Regular Meeting.
- l. Consider the Minutes of the September 20, 2023, Joint City Council & Planning Commission Work Session Meeting.

m. Consider the Minutes of the September 26, 2023, City Council Regular Meeting.

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

6. ADJOURNMENT: Mayor Drabkin adjourned the Regular City Council Meeting at 7:46 p.m.

Claudia Cisneros, City Recorder

DRAFT

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, November 28, 2023 at 7:00 p.m.

Presiding: Remy Drabkin, Mayor

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

Also present were City Manager Jeff Towery, City Attorney David Ligtenberg, Special Legal Counsel Bill Kabeiseman, City Recorder Claudia Cisneros, Finance Director Jennifer Cuellar, Public Works Director Anne Pagano, Community Development Director Heather Richards, Information Service Director Scott Burke, 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 7:11 p.m. and welcomed all in attendance.

2. PLEDGE OF ALLEGIANCE

Fire District members led the pledge of allegiance.

3. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT

City Recorder Cisneros said the Council received an email from Jisun Lee.

Bill Bordeaux, McMinnville community member, thought Council needed to explain to citizens why they were in a deficit and clarify if there was a surplus. He thought the City Service Charge should be eliminated. Citizens wanted to vote on financial decisions, including the \$1.50 taxing authority.

Brian Zawada, Amity community member, spoke about the homeless situation on Marsh Lane and safety issues for his business. He thought they should privatize the street to remove the large homeless camp to address the issue. He requested that it be put on the December meeting agenda.

Denise Wilson, McMinnville community member, emphasized the danger on Marsh Lane, especially with the recent shootings across the street from businesses.

4. PRESENTATIONS

4.a. McMinnville Housing Rehabilitation Community Development Block Grant (CDBG) Presentation.

Community Development Director Richards and Mark Irving, Housing Rehabilitation Specialist with the Housing Authority of Yamhill County, spoke about an opportunity to apply for a \$500,000 grant for the CDBG housing rehab program for low income. These funds had been used previously for the repair of manufactured homes, but this time all housing types would be eligible. They explained the 2019 program and the repairs that were done. The true value in providing this assistance was keeping this very vulnerable population safely housed until a more sustainable form of affordable housing was developed. They discussed the household income of families served, area housing costs, what they were doing to address the issue, 2024 McMinnville CDBG program, and how life-changing the grants were.

There were questions about the grant program, allocation, and cost to the City.

5. ADVICE/ INFORMATION ITEMS

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

Councilor Peralta reported on the MCM-TV Board meeting.

Councilor Geary reported on the Affordable Housing Committee meeting. The Stormwater and Wastewater Project Advisory Committee meeting would be meeting on Tuesday.

Councilor Menke said there was a meeting tomorrow for the Fox Ridge Road Project Advisory Committee and on Thursday there was a meeting for the Third Street Project Advisory Committee. She reported on YCAP and interview process for a new Finance Director.

Mayor Drabkin announced a volunteer opportunity for the Point in Time Count.

Councilor Garvin said the Fire District Intergovernmental Agreement (IGA) would come before Council in December. They were in contract negotiations with the new Fire Chief.

5.b. Department Head Reports

City Manager Towery said this was Public Works Director Pagano's last meeting. He reported on the last Visit McMinnville meeting.

Community Development Director Richards said the tree lighting was managed by the Community Development Department in their off hours. She discussed recruitment for two planner positions.

Finance Director Cuellar said applications for Budget Committee members were due by November 30. There were two vacancies on the Committee.

City Recorder Cisneros said the Council Goal Setting Retreat was scheduled for December 9.

6. CONSENT AGENDA

- a. Consider the request from Team Spirits LLC. for a Commercial, OLCC Liquor License located at 1140 NE Alpine Ave.
- b. Consider the request from Astro-Zombie Bio-Labs, LLC dba: Astro-Zombie Bio-Labs for BreweryPublic House – Primary Location, OLCC Liquor License located at 1245 NE Alpha Drive #1-D.
- c. Consider the Minutes of the April 13, 2021, City Council Work Session & Regular Meeting.
- d. Consider the Minutes of the April 21, 2021, City Council Work Session Meeting.

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

7. RESOLUTIONS

- 7.a. Consider **Resolution No. 2023-63**: A Resolution of the City of McMinnville, Electing to Use the Sequential Urban Growth Boundary Amendment Process in ORS 197.626(3).

Community Development Director Richards said this resolution stated the City would elect to use the sequential Urban Growth Boundary amendment process, which was a new process in Oregon. She had created a draft work program and DLCDC supported it. She discussed the cost and a grant from the State to help. It also had to be approved by the Yamhill County Commission.

Councilor Menke MOVED to adopt Resolution 2023-63; SECONDED by Councilor Chenoweth. Motion PASSED unanimously 6-0.

- 7.b. Consider **Resolution No. 2023-65**: A Resolution adopting a budget amendment for fiscal year 2023-24 in the General Fund and Information Services Fund

Finance Director Cuellar said this was a budget amendment for the Fiscal Year 2023-24 budget for a half-time Emergency Manager position and Community Development grants.

Councilor Menke MOVED to adopt Resolution 2023-65; SECONDED by Councilor Geary. Motion PASSED unanimously 6-0.

8. ORDINANCE

- 8.a. Consider the first reading with a possible second reading of **Ordinance No. 5139**: An Ordinance Adopting the November 2023 “McMinnville Urbanization Report”, and Updating the McMinnville Comprehensive Plan, Volume I, by Adopting the November 2023 “McMinnville Housing Needs Analysis” and the November 2023 “McMinnville Economic Opportunities Analysis”, and Repealing Ordinances No. 4746 and 4976.

OR

Consider the first reading with a possible second reading of **Ordinance No. 5141**: An Ordinance Adopting the November 2023 “McMinnville Urbanization Report”, and Updating the McMinnville Comprehensive Plan, Volume I, by Adopting the November 2023 “McMinnville Housing Needs Analysis” and the November 2023 “McMinnville Economic Opportunities Analysis”, and Repealing Ordinances No. 4746 and 4976.

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

Community Development Director Richards said tonight the Council would consider adoption of the Housing Needs Analysis and Economic Opportunities Analysis to become part of the Comprehensive Plan Volume 1. The Council would choose one ordinance to approve. She explained what each ordinance adopted and the differences between them. Ordinance 5139 removed the commercial acreage land need associated with the “retail leakage” and “other needed sites calculated separately from average employment densities” which reduced the commercial land need by 61 acres. Ordinance 5141 retained the commercial acreage land need. She gave a background on the past Council direction for what action to pursue, Planning Commission recommendation, population forecast and planning horizon, document review, growth planning steps, decision making process, public engagement, Planning Commission hearings, two additional items for consideration from the Planning Commission, response to Friends testimony, potential costs of defending an appeal, and ordinance exhibits.

There was discussion regarding potential litigation costs and risk, how the amount of commercial did not take into account the Three Mile Lane Area Plan, and differences between the ordinances.

Councilor Chenoweth MOVED to move forward with Ordinance No. 5141; SECONDED by Councilor Payne. Motion PASSED 4-2 by the following vote:

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

City Attorney Ligtenberg read by title only Ordinance No. 5141.

Councilor Chenoweth MOVED to pass Ordinance No. 5141 to a second reading; SECONDED by Councilor Garvin. Motion PASSED 4-2 by the following vote:

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

Mayor stated Ordinance No. 5141 passed with dissent on its first reading and will be brought back for a second reading at the December 12th City Council Meeting.

9. ADJOURNMENT: Mayor Drabkin adjourned the Regular City Council Meeting at 8:34 p.m.

Claudia Cisneros, City Recorder

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Bjorn Farm, LLC
BUSINESS LOCATION ADDRESS: 323 NE Davis Street
LIQUOR LICENSE TYPE: Winery 2nd Location

Is the business at this location currently licensed by OLCC

Yes No

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

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

EXEMPTIONS:
(list any exemptions)

Tritech Records Management System Check: Yes No

Criminal Records Check: Yes No

Recommended Action: Approve Disapprove



Chief of Police / Designee

City Manager / Designee

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

- [New Outlet](#) | [Change of Ownership](#) | [Greater Privilege](#) | [Additional Privilege](#)

Select the license type you are applying for.

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

Full On-Premises

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

Winery

- Primary location
Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
Additional locations: 2nd 3rd

Distillery

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

Limited On-Premises

Off Premises

Warehouse

Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

LOCAL GOVERNMENT

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

Name of City OR County (not both)

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

Date application received: 3/29/24

Optional: Date Stamp Received Below

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

Printed Name

Date

Signature

Trade Name

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Nash & Nichol, LLC
BUSINESS LOCATION ADDRESS: 609 NE 3rd Street
LIQUOR LICENSE TYPE: New Outlet Off Premises

Is the business at this location currently licensed by OLCC
Yes No

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

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

EXEMPTIONS:
(list any exemptions)

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



Chief of Police / Designee

City Manager / Designee

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

[New Outlet](#) | [Change of Ownership](#) | [Greater Privilege](#) | [Additional Privilege](#)

Select the license type you are applying for.

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

Full On-Premises

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

Winery

- Primary location
- Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

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

Limited On-Premises

Off Premises

Warehouse

Wholesale Malt Beverage and Wine

LOCAL GOVERNMENT USE ONLY

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

Name of City OR County (not both)

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

Date application received: 3/29/24

Optional: Date Stamp Received Below

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

Printed Name

Date

Signature

Nash & Nichol

Trade Name



STAFF REPORT

DATE: April 9, 2024
TO: Mayor and City Councilors
FROM: Tom Schauer, Senior Planner
SUBJECT: Resolution No. 2024-17, Planning Commission Appointment

STRATEGIC PRIORITY & GOAL:



ENGAGEMENT & INCLUSION

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

OBJECTIVE/S: Grow City's employees and Boards and Commissions to reflect our community

Report in Brief:

This is the consideration of Resolution No. 2024-17 appointing a volunteer to a vacancy on the Planning Commission.

Background:

The City of McMinnville has many boards, committees and commissions that support the City's work on a volunteer basis. The City Council makes annual appointments and also fills vacancies as they may arise during the year.

The City solicits applications by advertising the vacancies in the News Register, social media, and other communication opportunities. The applications are then reviewed and interviews are conducted. All eligible applicants are invited to interview. Following the interviews, the interview panel makes a recommendation to the City Council for appointments. The interview panel consisted of the Mayor, City Councilor, Chair of the Planning Commission, and city staff.

Discussion:

There is one vacancy on the Planning Commission for an At-Large position, with the term being the remainder of a 4-year term ending December 31, 2025. The vacancy was advertised in the News Register on February 16, February 23, and March 1, 2024. Applications were accepted through March 8, 2024.

The Planning Commission is a nine-member City Council-appointed body, which takes action and makes recommendations to the City Council on a variety of current and long-range land use matters. Membership on the Commission requires that a person must be a resident of the City of McMinnville or within the Urban Growth Boundary and live in the ward they represent, except at-large positions.

There were 12 people that applied for the Planning Commission vacancy who were eligible for the At-Large position.

After interviews, the following was the recommendation of the interview panel to the City Council for the vacancy.

<u>PLANNING COMMISSION</u> (Remainder of 4-year term)	
Meg Murray, (At-Large)	Term Expires December 31, 2025

Attachments:

- 1. Resolution No. 2024-17
- 2. Application for Meg Murray

Fiscal Impact:

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

Recommendation/Suggested Motion:

“I MOVE TO APPROVE RESOLUTION NO. 2024-17 APPOINTING A VOLUNTEER TO THE MCMINNVILLE PLANNING COMMISSION.”

RESOLUTION NO. 2024-17

A Resolution appointing a volunteer to the Planning Commission.

RECITALS:

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

Whereas, the City Council is responsible for making appointments.

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

1. The City Council appoints the following volunteer to the Planning Commission:

PLANNING COMMISSION:
(Remainder of 4-year term)

Meg Murray, (At-Large)

Term Expires December 31, 2025

2. This Resolution and the appointment shall take effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 9th day of April 2024 by the following votes:

Ayes: _____

Nays: _____

Approved this 9th day of April 2024.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder



City of McMinnville Oregon

APPLICATION FOR SERVICE ON BOARD OR COMMISSION

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

Name: Megan Hursh Murray
Address: [REDACTED]
Email: [REDACTED]

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

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

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

Ward in which you reside (if applicable): _____

How many years have you lived in McMinnville? 18 years (& 3 years away)

Educational and occupational background: I have spent one year as a McMinnville City Planning Commissioner. I have a degree in International Studies with a minor in Political Science from PSU. I have 20+ years in the wine industry and work full time in financial technology. I also own my own business here in town doing consulting.

Why are you interested in serving? I have a deep love for McMinnville and our community. I am raising two children here and would like to be involved in McMinnville's thoughtful growth. I am looking for ways to donate time and energy into my community and would welcome the opportunity to serve again as a Planning Commissioner.

Signature Megan Hursh Murray

Date 03/01/2024

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

STAFF REPORT

DATE: April 9, 2024
TO: McMinnville City Council
FROM: Heather Richards, Community Development Director
SUBJECT: Resolution 2024-18, Contract with ECONorthwest for Housing Production Strategy and Land-Use Efficiencies

STRATEGIC PRIORITY & GOAL:



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

Report in Brief:

This is the consideration of Resolution 2024-18 authorizing the City Manager to sign a contract with ECONorthwest to help the City develop a Housing Production Strategy as required by HB 2003 (2019 Legislative Session) and Land-Use Efficiency Measures associated with the city's recent land needs analysis.

Background:

In 2019, the Oregon Legislature passed HB 2003 requiring all cities over 10,000 people to prepare a Housing Production Strategy (HPS) one year after the City is required to submit a Housing Capacity Analysis (Housing Needs Analysis). The HPS contains specific and meaningful plans, tools, actions, and policies to address housing needs identified in the HCA, along with a timeline for adopting and executing each strategy. The Department of Land Conservation and Development (DLCD) will review and approve each city's HPS to ensure it effectively meets housing needs, encourages necessary housing production, and promotes fair and equitable housing outcomes.

The City submitted its Housing Capacity Analysis on February 28, 2024.

McMinnville's HPS is due in 2025.

The City is also required to submit a Land Use Efficiencies Measure analysis by March, 2026 as part of the City's agreed upon Sequential UGB work plan submittal dated February 7, 2024.

Discussion:

To accomplish this work, the City of McMinnville is engaging with EConorthwest, a leader in Oregon for Housing Production Strategies and Land Use Efficiency Measures.

The HPS will identify actions to support development of affordable, fair, and equitable housing, meeting the needs identified in McMinnville’s Housing Needs Analysis (HNA). The scope also includes identification of Land Use Efficiency Measures to accommodate the unmet residential land need identified in McMinnville’s HNA.

The table below shows the total budget (\$119,100) and schedule for completing the McMinnville Housing Production Strategy and Land Use Efficiency Measures.

This contract does not include budget for the translation services necessary to support a Spanish speaking focus group or any development code revisions that may be a result of the Land Use Efficiency Measures. Those will be contracted separately.

TASK	BUDGET	SCHEDULE
Task 1: Project Kickoff and Project Management	\$8,700	April 2024
Task 2: Contextualized Housing Need	\$21,700	April to August 2024
Task 3: Land Use Efficiency Measures	\$31,800	May to November 2024
Task 4: Strategies to Accommodate Future Housing Need	\$32,700	June to December 2024
Task 5: Draft and Final HPS Report	\$18,200	December 2024 to March 2025
Task 6: Adoption	\$6,000	April to May 2025
Total	\$119,100	April 2024 to May 2025

Attachments:

1. Resolution No. 2024-18
2. Exhibit A to Resolution No. 2024-18,. Contract with EConorthwest

Fiscal Impact:

Funds for this contract are currently budgeted in the City’s adopted budget in the Community Development Long Range Planning sub fund of the FY 24 budget. The balance of the funds that will not be expended in FY 24 are proposed to roll over into the FY 25 adopted budget.

Two grants were secured from the Department of Land Conservation and Development to help offset the costs of the work per the following:

- Grant #1 - \$35,000, Housing Production Strategy
- Grant #2 - \$45,000, Land Use Efficiency Measures

Recommendation:

Staff recommends that the City Council adopt Resolution 2024-18 authorizing the City Manager to sign the contract with EConorthwest for \$119,100..

RESOLUTION NO. 2024-18

A Resolution authorizing the City Manager to sign a contract with EConorthwest for \$119,100 to help McMinnville prepare a Housing Production Strategy and to evaluate land-use efficiencies as part of the City’s acknowledged sequential UGB work plan with the Department of Land Conservation and Development.

RECITALS:

Whereas, the 2019 Oregon State Legislature adopted HB 2003, requiring cities to prepare a Housing Production Strategy no later than one year after the city’s deadline for completing a Housing Capacity Analysis; and

Whereas, the City of McMinnville’s deadline for adopting a Housing Capacity Analysis per an acknowledged work plan with the Department of Land Conservation and Development dated February 7, 2024, is February 29, 2024; and

Whereas, the same work plan requires the city to evaluate land-use efficiencies as part of its land need analysis by March 1, 2026; and

Whereas, the City would like to contract with EConorthwest to help evaluate and prepare both the Housing Production Strategy and the Land-Use Efficiencies; and

Whereas, Funding for this contract is included in the adopted FY24 Community Development Long Range Planning sub-fund.

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

1. The City Manager is hereby authorized to sign the attached contract with EConorthwest, provided as Exhibit A.
2. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 9th day of April by the following votes:

Ayes: _____

Nays: _____

Approved this 9th day of April 2024.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

Exhibit A: Contract with EConorthwest

**CITY OF McMinnville
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) for the Housing Production Strategy and Land Use Efficiency Measures Project (“Project”) is made and entered into on this 27th day of March 2024 (“Effective Date”) by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (“City”), and **EONorthwest**, an Oregon LLC (“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 and support land use data analysis, housing policy development, public engagement facilitation, and report writing services according to the requirements and deliverable dates identified in the Scope of Work for the Project, attached hereto as **Exhibit A** and incorporated by reference herein (the “Services”). The work provided will be guided by the Scope of the Work. Due to the complex nature of this work, there may be slight variation in deliverables or timing from the initial Scope of Work. In cases where this occurs, the Contractor will, with the approval and direction of the City, perform services in such a way as to ensure constant progress is being made to achieve the City’s end goals in the most efficient manner possible.

Section 2. Term

The term of this Agreement shall be from the Effective Date until all Services required to be performed hereunder are completed and accepted, or no later than June 30, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

Section 3. Consultant's Services

3.1. All written documents, drawings, and plans submitted by Consultant in conjunction with the Services shall bear the signature, name, or logo of, or otherwise be identified as coming from, the Consultant's authorized Project Director. Any documents submitted by Consultant that do not bear the signature, stamp, or initials of Consultant's authorized Project Director, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Services or Scope of Work given by Consultant's Project Director may be verbal or in writing, and may be relied upon by the City, whether given verbally or in writing. If requested by the City to be in writing, Consultant's Project Director will provide such written documentation.

3.2. Consultant will not be deemed to be in default by reason of delays in performance due to circumstances beyond Consultant's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or other unavoidable delays or acts of third parties not under Consultant's direction and control ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Services will be extended accordingly and proportionately by the City, in writing. Lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

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

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

Section 4. Compensation

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Consultant a not-to-exceed amount of one hundred nineteen thousand one hundred dollars (\$119,100) for performance of the Services ("Compensation Amount"). Any compensation in excess of the Compensation Amount will require an express written Addendum to be executed between the City and Consultant.

4.2. During the course of Consultant's performance, if the City, through its Project Manager, specifically requests Consultant to provide additional services that are beyond the Scope of Work described on **Exhibit A**, a written Addendum to this Agreement must be executed in compliance with the provisions of **Section 16**.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received. Consultant shall submit invoices at no more than monthly intervals. In that instance, the undisputed portion of the invoice will be paid

by the City within 30 days of receipt of the itemized invoice. 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.

Section 5. City's Rights and Responsibilities

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

Section 6. City's Project Manager

The City's Project Manager is Associate Housing Planner, Evan Hietpas. Heather Richards, Community Development Director, may also serve in a Project Manager capacity as needed. The City shall give Consultant prompt written notice of any re-designation of its Project Manager.

Section 7. Consultant's Project Director

Consultant's Project Director is Beth Goodman, Senior Policy Advisor and Project Director. In the event that Consultant's designated Project Director 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 Director 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 Director, the City may request verification by Consultant's Project Director, which verification must be promptly furnished.

Section 8. Project Information

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

Section 9. Subcontractors and Assignments

9.1. Unless expressly authorized in **Exhibit A** or **Section 10** of this Agreement, Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion. Some Services may be performed by persons other than Consultant, provided Consultant advises the City of the names of such subcontractors and the work which they intend to perform, and the City specifically agrees in writing to such subcontracting. Consultant acknowledges such work will be provided to the City pursuant to a subcontract(s) between Consultant and subcontractor(s) and no

privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Agreement, the City incurs no liability to third persons for payment of any compensation provided herein to Consultant. Any attempted assignment of this Agreement without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for work performed by others on behalf of Consultant shall not be subject to additional reimbursement by the City.

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

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

Section 10. Consultant Is Independent Contractor

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

10.2. Consultant may request that some consulting services be performed on the Project by persons or firms other than Consultant, through a subcontract with Consultant. Consultant acknowledges that if such services are provided to the City pursuant to a subcontract(s) between Consultant and those who provide such services, Consultant may not utilize any subcontractor(s), or in any way assign its responsibility under this Agreement, without first obtaining the express written consent of the City, which consent may be given or denied in the City's sole discretion. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Consultant.

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

Section 11. Consultant Responsibilities

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

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

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

Section 12. Indemnity

12.1. Indemnification. Consultant acknowledges responsibility for liability 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 12.2**. Consultant shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Consultant. As used herein, the term

“Consultant” applies to Consultant and its own agents, employees, and suppliers, and to all of Consultant’s subcontractors, including their agents, employees, and suppliers.

12.2. Standard of Care. In the performance of the Services, Consultant agrees to use 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 13. Insurance

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

13.1.1. Commercial General Liability Insurance. Consultant and all subcontractors shall obtain, at each of their own expense, and keep in effect during the term of this Agreement, comprehensive Commercial General Liability Insurance covering Bodily Injury and Property Damage, written on an “occurrence” form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$1,000,000** for each occurrence and **\$1,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, Fire Damage (any one fire) in the minimum amount of **\$50,000**, and Medical Expense (any one person) in the minimum amount of **\$10,000**. All of the foregoing coverages must be carried and maintained at all times during this 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 **\$2,000,000** per claim. 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 three (3) years after termination of this Agreement.

13.1.3. Business Automobile Liability Insurance. If Consultant or any subcontractors will be using a motor vehicle in the performance of the Services herein, Consultant shall provide the City a certificate indicating that Consultant and its subcontractors have business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than **\$1,000,000**.

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

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

13.1.6. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Consultant's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of McMinnville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder. Consultant must be an additional insured on the insurance policies obtained by its subcontractors performing work on the Services contemplated under this Agreement.

13.1.7. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will

not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

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

Section 14. Early Termination; Default

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

14.1.1. By mutual written consent of the parties;

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

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

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

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

14.4. Termination under any provision of this Section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall

surrender to the City items of work or portions thereof, referred to in **Section 18**, for which Consultant has received payment or the City has made payment.

Section 15. Suspension of Services

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

Section 16. Modification/Addendum

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

Section 17. Access to Records

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

Section 18. Property of the City

18.1. Originals or certified copies of the original work forms, including but not limited to documents, drawings, tracings, surveying records, mylars, spreadsheets, charts, graphs, modeling, data generation, papers, diaries, inspection reports, and photographs, performed or produced by Consultant under this Agreement 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. Upon the City's written approval, and provided the City is identified in connection therewith, Consultant may include Consultant's work in its promotional materials. Drawings may bear a disclaimer releasing Consultant from any liability for changes made on the original drawings and for reuse of the drawings subsequent to the date they are turned over to the City.

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

Section 19. Notices

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

To City: City of McMinnville
Attn: David Ligtenberg
david.ligtenberg@mcminnvilleoregon.gov
230 NE Second Street
McMinnville, OR 97128

To Consultant: EConorthwest
Attn: Cindy O'Connell
connell@econw.com
222 SW Columbia St, Suite 1600
Portland, OR 97201

Section 20. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20.17. 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.

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

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

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

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

CONSULTANT:

CITY:

ECONorthwest LLC

CITY OF McMinnville

By:  _____
0BE56807BE914FA...

By: _____

Print Name: Tyler Bump

Print Name: _____

As Its: Partner

As Its: _____

Employer I.D. No. 93-0639592

APPROVED AS TO FORM:

David Ligtenberg, City Attorney
City of McMinnville, Oregon

Exhibit A

Statement of Work

See following pages



Date: March 27, 2024
To: Heather Richards and Evan Hietpas
From: Beth Goodman
Subject: McMinnville Housing Production Strategy and Land Use Efficiency Measures:
Scope of Work

The City of McMinnville is engaging with ECOnorthwest (Consultant) to develop a Housing Production Strategy (HPS) that will provide a City-led action plan to meet the housing needs of McMinnville residents. This HPS will identify actions to support development of affordable, fair, and equitable housing, meeting the needs identified in McMinnville's Housing Needs Analysis (HNA). The scope also includes identification of Land Use Efficiency Measures to accommodate the unmet residential land need identified in McMinnville's HNA.

Task 1: Project Kick-Off

Consultant shall hold a meeting with City staff to kick off the project with City. Consultant will contact City via conference call to inquire about establishing project expectations and familiarize themselves with city-specific concerns. At the project kick off, Consultant will obtain necessary information and background from City to familiarize Consultant with local conditions and with City's planning documents. Consultant will also use the kickoff to confirm the objectives of the project laid out in this Contract with the City, refine the project schedule established in this Contract with City (meaning add more detail as necessary to the established schedule), and provide necessary information to City to allow City to prepare for the Project.

Consultant will have monthly check-ins with City staff to discuss major project milestones and work products, address questions, and identify follow-up actions.

Task 1 Consultant Deliverables:

- ◆ Summary of major tasks and action items for the Project, if different from the Scope of Work
- ◆ Proposed Project schedule

Task 1 City Deliverables:

- ◆ Copy of relevant comprehensive plan and code sections, as they are available (given expected adoption of new comprehensive plan policies and zoning code in spring 2024)
- ◆ A copy of the pre-HPS survey, which includes a list of measures already adopted by the City that promote the development of needed housing
- ◆ Building permit and housing data to support the Project



Task 2: Contextualized Housing Need

The purpose of “contextualizing” housing needs is to expand on the discussion of unmet housing needs from the HCA by providing additional data (where necessary) and information about housing needs. This task will result in further discussions of the implications of unmet housing need in McMinnville, which will inform consideration and selection of actions for inclusion in the HPS in Task 4.

Data Collection and Analysis

Consultant will gather relevant data from the City’s Housing Capacity Analysis, Comprehensive Plan, Oregon Housing Needs Analysis, and other available sources as needed for the HPS to describe current and future housing needs in the context of population and market trends. The City will provide Consultant access to all relevant available local data. The analysis of contextualized housing needs will include:

- ◆ Socio-economic and demographic trends of a jurisdiction’s population, disaggregated by race to the extent possible with available data;
- ◆ Market conditions affecting the provision of needed housing;
- ◆ Existing and expected barriers to the development of needed housing;
- ◆ Housing need for those experiencing homelessness, using the best available data;
- ◆ Percentage of Rent Burdened Households;
- ◆ Housing by Tenure (owner vs renter);
- ◆ Percentage of housing stock that is market rate vs. subsidized; and
- ◆ Units that are tentatively approved by housing type.

The analysis of contextualized housing needs will also draw on information gathered through engagement with housing consumers, including underrepresented communities.



Outreach and Engagement

Consultant will help plan engagement with housing consumers, including direct outreach to individuals through interviews, focus groups, or other means; contacting community-based organizations and service providers to connect with those they serve; and/or hosting events (virtual or in-person). This engagement will prioritize underrepresented communities within the City, including renters, low income households, Hispanic/Latinx residents, low-income seniors, other racial and ethnic minorities and immigrant or refugee communities, veterans, people with disabilities, seniors, agricultural workers, and formerly and currently homeless people.

Sections 9 and 10 of the proposed Contract addresses “Subcontractors and Assignments” and “Consultant Is Independent Contractor” in more detail. The City anticipates that the Consultant may subcontract for outreach and engagement efforts. Particularly, the City anticipates that the Consultant will subcontract with Unidos Bridging Community for the Latino focus group to utilize a Spanish speaking facilitator. This Scope of Work, referred to as “Exhibit A” in the proposed Contract, expressly authorizes the Consultant to subcontract with others for Services prescribed in Task 2: Contextualized Housing Need.

The primary outreach in this project will include the following meetings. Execution of these meetings are described throughout the scope of work.

- ◆ **Project Advisory Committee (PAC)**, which will meet to discuss and provide input on the key findings and recommendations for the HPS and land use efficiency measures.
- ◆ **Three focus groups**, with an emphasis on getting feedback about unmet housing needs of underrepresented communities. The focus groups may include the following:
 - Discussions with a Latino focus group, with a Spanish speaking facilitator (a subcontractor).
 - Discussions with people with disabilities.
 - Discussions with service providers for underrepresented communities and low-income renters.
- ◆ **Two work sessions with McMinnville’s Affordable Housing Committee**, to discuss and get feedback on key findings and recommendations. The City may choose to combine this with members from the McMinnville Diversity Equity and Inclusion Advisory Committee.
- ◆ **Broader community outreach**, which will include outreach to low-income households and households with middle income who need market-rate affordable (workforce) housing.

This outreach will build on outreach the City has conducted on housing needs over the last several years. City staff will provide the Consultant with a summary of outreach on housing topics in recent years, including a summary of the outcomes and housing needs identified in that outreach. The final HPS will need to describe the connection between what was heard in engagement with the strategies selected for inclusion in the HPS.



Consultant will help plan for the engagement, including helping to define the questions and topics for the outreach and methods to solicit input. City staff will connect Consultant with existing networks for engagement and facilitate discussion and engagement.

Summary Document

Following data analysis and synthesis of outreach, Consultant will produce a summary of contextualized housing needs. While this will initially be produced as a stand-alone memorandum, it will later become a section of the HPS. The City will make it available for public comment.

Task 2 Consultant Deliverables:

- ◆ Outline of suggested questions and topics for outreach meeting with staff to plan for engagement with housing consumers and producers; refined stakeholder list based on community and city input
- ◆ Contextualized Housing Needs memorandum
- ◆ PAC meeting about unmet housing needs in McMinnville and barriers to addressing those housing needs
- ◆ Three focus groups about unmet housing needs in McMinnville and barriers to addressing those housing needs with: a Latino group, people with disabilities, and service providers
- ◆ Community survey about housing needs, with a focus of outreach to low-income households and households with middle income who need market-rate affordable (workforce) housing.

Task 2 City Deliverables:

- ◆ List of existing groups and organizations for participation in focus groups and focus group logistics
- ◆ Meeting invitations/notices and agendas



Task 3: Land Use Efficiency Measures

Consultant shall use information from the housing capacity analysis to determine the housing capacity of remaining lands within the UGB, consistent with ORS 197.296. If more than a year has passed since the HNA was developed, City may supplement analysis from the HNA with more recent development trend and density data to inform the calculation of land use needs.

The City is required to adopt land use efficiency measures concurrent with or prior to expanding the UGB and to demonstrate that the need identified in the HNA cannot reasonably be accommodated on land within the UGB. With consideration of the needs and potential actions identified in the HNA, Consultant will identify past measures adopted and develop and refine policy measures that use residential land more efficiently and facilitate housing production, affordability, and choice, including actions that:

- ◆ Increase housing diversity, efficiency and affordability, including new construction and the preservation of naturally occurring affordable housing;
- ◆ Allow greater housing choice for households and greater flexibility in location, type and density;
- ◆ Reduce cost or delay and increase procedural certainty for the production of housing; or
- ◆ Prepare land for development or redevelopment, including:
 - ▶ Public facilities planning and other investment strategies that increase the readiness of land for development for housing production;
 - ▶ Site preparation, financial incentives or other incentive-based measures that increase the likelihood of development or redevelopment of land; or
 - ▶ The redevelopment of underutilized commercial and employment lands for housing or a mix of housing and commercial uses

The task will also include consideration of land use efficiency measures to address commercial and industrial land deficits. These measures may include recommendations to rezone land to address deficits, policies that increase job density in existing or new zoning districts, and other policies to increase capacity of commercial and industrial lands.

Consultant will develop adoption-ready policy measures based on discussion with City staff and decision-makers under Task 4. This may include in developing a new mixed-use zone, code amendments for existing zones, consideration of incentives to higher density development (or disincentives to lower density development) or other code changes. This work will be completed by a subconsultant, who will draft findings demonstrating that the adopted efficiency measures support the UGB amendment, including an estimation of land use efficiency resulting from adoption of identified measures.



Task 3 Consultant Deliverables:

- ◆ Draft policy measures
- ◆ Hearings-ready policy measures, incorporating comments/feedback
- ◆ Findings demonstrating that the adopted efficiency measures support the UGB amendment proposal
- ◆ Two PAC meetings about potential land use efficiency measures for McMinnville
- ◆ Two joint work sessions with the Planning Commission and City Council, one to discuss potential land use efficiency measures and another to discuss recommended land use efficiency measures

Task 3 City Deliverables:

- ◆ Review of draft policy measures and feedback/comments for the consultant
- ◆ Meeting invitations/notices and agendas

Task 4: Strategies to Accommodate Future Housing Need

Summary of Existing Policies and Past Recommendations

City staff will prepare a summary memorandum of housing policies, especially policies related to affordability of housing, that the City has implemented in the last three to five years. These policies could include changes to the zoning code, such as complying with the requirements of HB 2001 (middle housing) or development of clear and objective standards. The summary may include City programs like Urban Renewal projects to support development of housing or other programs that support development of housing. The memorandum could include other policy changes that the City has made to support development of housing, preservation of existing affordable housing, or other substantial housing policy changes.

Consultant will review and provide input to the City on a City-provided summary of measures already adopted by the City that promote the development of needed housing. Consultant will use this summary to understand what types of changes the City has made to policy, which will inform consideration of potential actions for inclusion in the HPS. The City will identify and provide all available information about existing relevant measures.



Review Existing Policies and Identify Gaps in Policies

Consultant will evaluate contextualized housing needs and the summary of the City's existing measures to identify gaps where housing needs are not being met. Consultant will identify a preliminary list of policies and actions that could be considered in the HPS. Consultant will discuss potential actions with City staff to identify actions to carry forward into the next step of the analysis.

Consultant and City staff will meet with the PAC, McMinnville's Affordable Housing Committee, the Planning Commission and City Council with the purpose of getting input about potential actions to include in the HPS.

Strategy Refinement

City staff and Consultant will select actions that are likely for near- to mid-term implementation. Consultant may provide additional analysis for up to four actions about potential benefits and costs for implementation, focusing on actions that provide financial support for housing development. This analysis may be quantitative or it may be qualitative, involving additional discussions with key stakeholders. The purpose of this evaluation is to inform whether the City should include the actions in the HPS and to identify implementation considerations.

An important consideration for which strategies to include in the HPS is understanding what the City can accomplish in an eight-year period, given funding availability and City staff capacity.

For the strategies that are recommended for inclusion in the City's HPS, Consultant will produce the following for each strategy, based on Consultant's evaluation, input from staff, and feedback gathered through outreach and engagement:

- ◆ A description of the strategy;
- ◆ Identified Housing Need being fulfilled (tenure and income) and analysis of the income and demographic populations that will receive benefit and/or burden from the strategy, including low-income communities, communities of color, and other communities that have been discriminated against, according to fair housing laws;
- ◆ Approximate magnitude of impact, including (where possible/applicable) an estimate of the number of housing units that may be created, and the time frame over which the strategy is expected to impact needed housing;
- ◆ Timeline for adoption and implementation;
- ◆ Actions necessary for the local government and other stakeholders to take in order to implement the strategy; and
- ◆ Opportunities, constraints, or negative externalities associated with adoption of the strategy.

Task 4 Consultant Deliverables:



- ◆ Memorandum summarizing existing measures, previously identified strategies, and additional strategies for consideration to address gaps in the City’s housing policies
- ◆ Memorandum summarizing information about each strategy selected for inclusion in the draft HPS, including a description of the strategy, identification of housing need being fulfilled, magnitude of the impact on the housing market, timeline for adoption, actions necessary for City of McMinnville for implementation of the action, and opportunities, constraints, or negative externalities associated with adoption of the strategy
- ◆ Two PAC meetings one to discuss potential HPS strategies and another to discuss recommended HPS strategies.
- ◆ Two work sessions with McMinnville’s Affordable Housing Committee, one to discuss potential HPS actions and another to discuss recommended HPS actions
- ◆ Two joint work sessions with the Planning Commission and City Council, one to discuss potential HPS actions and another to discuss recommended HPS actions

Task 4 City Deliverables:

- ◆ Summary of existing housing policies and past recommendations
- ◆ Input on participants in focus groups and focus group logistics
- ◆ Meeting invitations/notices and agendas

Task 5: Draft and Final HPS Report

The draft HPS Report will include the following:

- ◆ Contextualized housing needs from Task 2;
- ◆ Summaries of existing measures and final proposed strategies from Task 4;
- ◆ How the City’s existing measures and final proposed strategies help to achieve fair and equitable housing outcomes, affirmatively further fair housing, and overcome discriminatory housing practices and racial segregation;
- ◆ Understanding of capacity limitations of City resources (primarily staff time and funding) for implementing the selected strategies for inclusion in the HPS; and
- ◆ A conclusion addressing the following:
 - A qualitative assessment of how the strategies collectively address the contextualized housing needs identified in the HCA and HPS;
 - Discussion of how the proposed actions, taken collectively, will increase housing options for historically marginalized communities;



- How the City’s existing measures and proposed strategies will affirmatively further fair housing, link housing to transportation, provide access to areas with high Opportunity (such as areas with concentrations of jobs or services or accessible by transit), address needs for people facing homelessness and equitable distribution of services, create opportunities for rental housing and homeownership, and mitigate vulnerabilities to displacement and housing instability;
- The rationale for any identified needs not being addressed; and
- The City’s plan for monitoring progress on the housing production strategies.

Following review by staff and making revisions as needed, Consultant will produce a public review draft HPS for review and comment by the City’s Planning Commission, City Council, and the public. Following public review and comment, Consultant will produce a Final HPS document.

Task 5 Consultant Deliverables:

- ◆ Draft Housing Production Strategy
- ◆ PAC meeting to get input on the draft HPS
- ◆ One presentation to the Planning Commission
- ◆ One presentation to City Council
- ◆ Final Housing Production Strategy

Task 5 City Deliverables:

- ◆ Meeting notices and agendas



Task 6: Adoption

The City will schedule hearings, provide notices, create agendas, and create an ordinance to adopt the Housing Production Strategy. Consultant will coordinate with the City on hearing arrangements and present updates to the hearings body or bodies.

Task 6 Consultant Deliverables:

- ◆ One presentation to Planning Commission
- ◆ One presentation to City Council

Task 6 City Deliverables:

- ◆ Hearing notices, agendas, an ordinance, and minutes

Budget and Schedule

The table below shows the budget and schedule for completing the McMinnville Housing Production Strategy and Land Use Efficiency Measures. This budget estimate does not include budget for the Spanish speaking focus group (Task 2).

TASK	BUDGET	SCHEDULE
Task 1: Project Kickoff and Project Management	\$8,700	April 2024
Task 2: Contextualized Housing Need	\$21,700	April to August 2024
Task 3: Land Use Efficiency Measures	\$31,800	May to November 2024
Task 4: Strategies to Accommodate Future Housing Need	\$32,700	June to December 2024
Task 5: Draft and Final HPS Report	\$18,200	December 2024 to March 2025
Task 6: Adoption	\$6,000	April to May 2025
Total	\$119,100	April 2024 to May 2025

