



City Council Meeting Agenda
Tuesday, May 13, 2025
7:00 p.m. – City Council Regular Meeting

REVISED 05/07/2025

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 four ways:

- Attend in person and fill out a public comment card
- Email at any time up to **noon on Monday, May 12th** to CityRecorderTeam@mcminnvilleoregon.gov
- If appearing via telephone or ZOOM, please sign up prior by **noon on Monday, May 12th** by emailing the City Recorder at CityRecorderTeam@mcminnvilleoregon.gov as the chat function is not available when calling in Zoom; **You will need to provide the City Recorder with your First and Last name, Address, and contact information (email or phone) for a public comment card.**

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

mcm11.org/live

CITY COUNCIL REGULAR MEETING:

You may join online via Zoom Webinar Meeting:

<https://mcminnvilleoregon.zoom.us/j/89102689803?pwd=e69n22tObvb6ldcRvrDeRWOZ1teuWT.1>

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

Webinar ID: 891 0268 9803

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 any 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 4 minutes per person for a total of 32 minutes. The Mayor will read comments emailed to the City Recorder and then call on anyone who has signed up to provide public comment.

4. ADVICE/ INFORMATION ITEMS

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

5. CONSENT AGENDA

- a. Consider the request from Juniper Bar dba Conservatory Bar for Retail on-premises sales and consumption, OLCC Liquor License located at 830 SE 1st Street.
- b. Consider **Resolution No. 2025-14:** A Resolution awarding the contract for the American Rescue Plan Act (ARPA) Midtown Basin Stormwater Project 2023-3. **(Moved to Consent Agenda)**

- c. Consider **Resolution No. 2025-16**: A Resolution authorizing the City Manager to execute a contract for the 2025 Pavement Patching project, Project 2025-1, with Roy Houck Construction LLC. **(Moved to Consent Agenda)**

6. NEW BUSINESS (Possible Action Item)

- a. Discussion & Possible Action – Request from the Culture, Parks & Recreation (CPR) Political Action Committee (PAC).

7. RESOLUTION

- a. Consider **Resolution No. 2025-17**: A Resolution authorizing the termination of an Intergovernmental Grant Agreement between the City of McMinnville and the Oregon Department of Transportation (ODOT) for the Safe Routes to School (SRTS) Program: Suel Buel Elementary & Patton Middle Schools Pedestrian Safety Projects, Agreement No SRTS23-08.

8. ORDINANCES

- a. Consider the second reading of **Ordinance No. 5159**: An Ordinance Approving a Comprehensive Plan Amendment and Zone Change from an Industrial Designation to a Residential Designation and M-1 Zoning (Light Industrial) to R-4 (Medium, High Density, 5000 SF Lot Residential) Zoning for Property of Approximately 5.8 Acres Located at 2320 SE Stratus Ave (Tax Lots R442700600 & R442700604), Docket CPA 1-24/ZC 4- 24.
- b. Consider the first reading with a possible second reading of **Ordinance No. 5156**: An Ordinance Amending Title 17 (Zoning) of the McMinnville Municipal Code, Chapter 17.57 “Landscaping” and Chapter 17.58 “Trees,” and Approving the Decision, Findings, and Conclusionary Findings for Docket G 2-24.
- c. Consider the first reading with a possible second reading of **Ordinance No. 5161**: An Ordinance Amending Chapter 2.21 of the McMinnville Municipal Code to Adopt Procedures for Surplus and Sale of Personal Property Owned by the City.

9. ADJOURNMENT OF REGULAR MEETING

From: [Melissa Starr](#)
To: [City Recorder Team](#)
Subject: Wolf dogs
Date: Wednesday, April 23, 2025 12:10:43 PM

This message originated outside of the City of McMinnville.

Hello my name is Melissa Starr. I am a long time friend of Sandra Atwood. She is the owner of the 4 wolf dogs that were impounded. I just want to take a moment to speak on her behalf and make you aware of some things I know to be true! Sandra is an amazing pet mom! She treats her dogs as her children! They are part of her family! She has 2 children that have helped hand raise these dogs from puppies! Three of these dogs would never hurt a soul, animal nor human! My daughter has been around them too many times to count and the only risk is slobber from all the kisses! We love going over and seeing them and spending time with them. My daughter asks to go over to Sandra's to see her dogs all the time! I also know how hard Sandra has worked to turn her entire yard into their area and has built kennels and tried to get the city to let her build an 8 foot fence and she keeps being met with road block after road block! I know she put lean ins at the top of her fence to keep her dogs in and the city made her take them down! Lots of large breed dogs can jump or climb 6ft fences! I know that as soon as they were taken to impound, her female dog by the name of Pearl, escaped from the city's custody so it's clearly not an issue of her being irresponsible! I know her back yard is plenty big enough for them! I know plenty of people with multiple large breed dogs in much smaller yards including my own mother who has 4 dogs herself. I know she takes her dogs out daily to run and keeps them very active! I also know that her and her children have been being harassed not only by the city and local law enforcement but because her address was put on social media she's had news and random strangers showing up at her house and throwing poisoned meat over her fence! I have personally taken her to the police department to try to get answers, to try to get the discovery, try to start the process to get her dogs back... And every time she uses her voice and goes by what the law says, they show up at her house with more tickets for her! What's happening is not ok and is a total abuse of power! They have had her dogs almost 2 months now in the most horrendous conditions!!! The city needs to remedy this and give her her dogs back! Thank you for taking the time to read this!

Sincerely, Melissa Starr

From: [Melissa Starr](#)
To: [City Recorder Team](#)
Subject: Re: Wolf dogs
Date: Wednesday, April 23, 2025 12:52:51 PM
Attachments: [image001.png](#)
[image001.png](#)

This message originated outside of the City of McMinnville.

These are pictures of my daughter with Darko. He's one of Sandra Atwood dogs that has been impounded!

On Wed, Apr 23, 2025, 12:44 PM Melissa Starr [REDACTED] wrote:

Thank you for responding so quickly. Yes I very much would appreciate that thank you.

On Wed, Apr 23, 2025, 12:14 PM City Recorder Team
<CityRecorderTeam@mcminnvilleoregon.gov> wrote:

Good afternoon Melissa,

Thank you for reaching out, I wanted to confirm that you would like this email entered into the record as public comment. Please note that the next City Council meeting is on 05.13 and this would be included in that meeting packet? Please let me know if you had something else in mind.

Thank you!

Claudia

 **City of
McMinnville**
Claudia Cisneros, CMC
City Recorder/City Elections Officer
503-435-5702 (desk)
230 NE Second Street
McMinnville, OR 97128

Monday – Thursday 7:00 a.m. – 5:30 p.m.

Website: <http://www.mcminnvilleoregon.gov> | [Recorder Page](#) |

From: Melissa Starr [REDACTED] >
Sent: Wednesday, April 23, 2025 12:10 PM
To: City Recorder Team <CityRecorderTeam@mcminnvilleoregon.gov>
Subject: Wolf dogs

This message originated outside of the City of McMinnville.

Hello my name is Melissa Starr. I am a long time friend of Sandra Atwood. She is the owner of the 4 wolf dogs that were impounded. I just want to take a moment to speak on her behalf and make you aware of some things I know to be true! Sandra is an amazing pet mom! She treats her dogs as her children! They are part of her family! She has 2 children that have helped hand raise these dogs from puppies! Three of these dogs would never hurt a soul, animal nor human! My daughter has been around them too many times to count and the only risk is slobber from all the kisses! We love going over and seeing them and spending time with them. My daughter asks to go over to Sandra's to see her dogs all the time! I also know how hard Sandra has worked to turn her entire yard into their area and has built kennels and tried to get the city to let her build an 8 foot fence and she keeps being met with road block after road block! I know she put lean ins at the top of her fence to keep her dogs in and the city made her take them down! Lots of large breed dogs can jump or climb 6ft fences! I know that as soon as they were taken to impound, her female dog by the name of Pearl, escaped from the city's custody so it's clearly not an issue of her being irresponsible! I know her back yard is plenty big enough for them! I know plenty of people with multiple large breed dogs in much smaller yards including my own mother who has 4 dogs herself. I know she takes her dogs out daily to run and keeps them very active! I also know that her and her children have been being harassed not only by the city and local law enforcement but because her address was put on social media she's had news and random strangers showing up at her house and throwing poisoned meat over her fence! I have personally taken her to the police department to try to get answers, to try to get the discovery, try to start the process to get her dogs back... And every time she uses her voice and goes by what the law says, they show up at her house with more tickets for her! What's happening is not ok and is a total abuse of power! They have had her dogs almost 2 months now in the most horrendous conditions!!! The city needs to remedy this and give her her dogs back! Thank you for taking the time to read this!

Sincerely, Melissa Starr

















From: [Sandra Atwood](#)
To: [Mayor Kim Morris](#); [TESTIMONY](#); [City Recorder Team](#)
Subject: Submit Comment-Concern Regarding Lack of Recourse for Police Misconduct
Date: Friday, April 25, 2025 5:56:38 PM

This message originated outside of the City of McMinnville.

Dear Council and Mayor Morris,

I hope this message finds you well. I am writing as a concerned resident of McMinnville regarding what I perceive to be a troubling gap in accountability within our City Police Department, specifically the lack of clear, accessible avenues for citizens to report and seek redress for police misconduct.

Many community members, including myself, feel that our voices are not adequately heard when we experience or witness inappropriate behavior by law enforcement. The current systems in place for filing complaints often feel opaque, slow, or ineffectual, which erodes trust in the very institutions meant to serve and protect us.

I have been deeply frustrated in my recent first hand experiences with city and police department staff in what can only be described as an intense and ongoing personal campaign against me simply for asking reasonable questions or using what avenues and procedures are available to me when those questions were ignored.

I have filed several complaints regarding misconduct during recent interactions with the police. Despite following the appropriate channels and submitting these complaints in good faith, I have yet to receive any meaningful response or update. This silence has been disheartening and frankly unacceptable. Citizens deserve to be heard, especially when they are raising concerns about the very people entrusted with enforcing the law. Officers of the city should be held to a high standard of conduct including unbiased investigating and interactions with the public.

The current system offers little clarity, no follow-up, and no sense that complaints are taken seriously. It's clear to me and to many others in our community, that we need real, structural changes. There must be accessible and independent avenues for reporting police misconduct. Without transparency and accountability, trust in our public institutions erodes quickly.

I urge your offices to consider implementing or strengthening independent oversight mechanisms, improving transparency in the complaint process, and ensuring that citizens are informed of their rights and the resources available to them.

This issue is not only about justice but about maintaining the integrity of our city's leadership and the trust of the people it serves. I urge your office to take immediate steps to address these failures. Our city cannot afford to look the other way when it comes to the conduct of its police force. As a resident, I want to believe in a system that works for everyone, not just those in power.

Thank you for your time and attention to this matter. I would welcome the opportunity to discuss this further or be involved in any community conversations addressing these concerns.

I sincerely hope this message does not go unanswered like the complaints I've already filed.

Sincerely,

Sandra Marie Atwood

[REDACTED]

MCMINNVILLE, OR 97128

[REDACTED]

From: [Lindsay Cooper](#)
To: [City Recorder Team](#)
Subject: Concerning upcoming City Council
Date: Monday, May 5, 2025 4:15:26 PM

This message originated outside of the City of McMinnville.

McMinnville City Council, please VOTE YES to direct staff to prepare to put the rec center bond measure on the ballot! I teach Zumba in room B6 of the current community center. Balance is a very important part of my class and adult health, but it is very difficult to practice those skills in that room, because the floor is severely warped. I have also had multiple participants that had danced with me at Excell, but could not continue to take my classes at the Community Center because the floor in B6 is too hard on their joints. That floor is just one example of how the age of our current facilities impares our communities attempts at healthy living.

Thank you,
Lindsay Cooper

From: [Matt Dressel](#)
To: [City Recorder Team](#)
Subject: Vote YES for a New Recreation Center
Date: Monday, May 5, 2025 5:18:09 PM

This message originated outside of the City of McMinnville.

Dear City Counsel,
Please vote yes for a new rec center and aquatic center project in McMinnville. Providing opportunities for our youth to gather and recreate is essential to our goal of helping build resilience in our kids.

Respectfully,
Mary Dressel and Family
[REDACTED]
Mcminnville, Or 97128
[REDACTED]

Sent from my iPhone

From: [eric combs](#)
To: [City Recorder Team](#)
Subject: Library support
Date: Wednesday, May 7, 2025 12:11:38 AM

This message originated outside of the City of McMinnville.

Dear McMinnville city council,

I am a long time resident in McMinnville and want to express my thoughts on the support of the City library. In the 30+ years I have lived here the library has been a mainstay in my involvement with the community. The many programs the library provides to all of our residents are extremely valuable and appreciated. I urge you to remember this as you deliberate future funding and support. The McMinnville library is an important part of the community.

Thank you,

Eric Combs

President of the Friends of the Library

From: [Kris Wessel](#)
To: [City Recorder Team](#)
Subject: Comments: Culture, Parks, and Recreation (CPR) bond
Date: Friday, May 9, 2025 9:13:02 AM

This message originated outside of the City of McMinnville.

Dear Mayor and City Council members,

I am writing to support the Culture, Parks, and Recreation (CPR) bond for the final development of the community, aquatic, and recreation center. City personnel and community members have invested time, effort, and planning for over five years in a new recreation center and pool. Now is the time for voters to determine the next steps.

Please, now is not the time to exclude citizens from their right to express their vision, interest, and hopes for McMinnville's future as a community.

I live outside the city; however, like many other small-town citizens, we come to McMinnville for jobs, health care, and services. We contribute through fees for services like the aquatic center, volunteering, and supporting businesses.

Thank you,

Kristen Wessel

[REDACTED]

Carlton, OR 97111

[REDACTED]

RECEIVED

MAY 12 2025

City of McMinnville

Friends of Quarry Park

ENTERED INTO THE RECORD
DATE RECEIVED: 05.12.2025
SUBMITTED BY: Friends of Quarry Park
SUBJECT: Public Comment



Quarry Park Development

Poll and Suggestions

Quarry Park Development Poll and Suggestions

Submitted by Friends of Quarry Park

May 13, 2025

Friends of Quarry Park Mission Statement

Friends of Quarry Park is dedicated to preserving the park's natural beauty and ecological health through thoughtful enhancements that conserve native wildlife and plant habitats while promoting a safe, accessible, and well-maintained space for visitors of all ages and abilities.

Friends of Quarry Park Statement of Values

We embrace the values of transparency, integrity, honesty, and humility in our commitment to:

- Sensible and economically sustainable enhancement and development of the park for the greater public good
- Responsible stewardship of resources
- Respecting the worth, dignity, and diversity of our natural environment
- Creating a welcoming environment for all individuals

Quarry Park is currently slated for development on the McMinnville PROS 5-year plan. The Parks Department, supported by Travel McMinnville and Cycle Yamhill County bike club, have proposed construction of a high speed biking facility typically constructed for use by specially adapted bikes, to include:

- **Flow / Jump Tracks**
Cycling that focuses on speed and agility. It is typically done on a BMX track or a mountain biking course, and involves navigating tight turns, jumps, and other obstacles.
- **Gravity Zone**
A sport involving riding specially adapted bikes down steep hills at high speeds.
- **Asphalt Pump Track**
A pump track is a continuous loop featuring berms (raised angled turns), rollers, and various obstacles that can be ridden on a bike without the need for pedaling. Instead, riders generate momentum through up-and-down body movements known as pumping.

Also indicated in their plan as described to us is a Nature Play area to be constructed of natural materials, a pedestrian path, Porta Potties and parking lot.

The walking path hugs the outside perimeter of the park up against residential properties and this proposed location is necessitated by the fact that the biking activities are shown to take up the majority of the interior space of the park. The playground area is also planned near to residences.

Friends of Quarry Park (FOQP) is a coalition of citizens who are concerned with the development and conversion of the existing green space into a bike sports facility. As such, we have reached out to the surrounding community to share information about the Parks Department concept plan through community meetings, door-to-door engagement and ongoing online communication via email and Facebook.

Most recently and in the interest of clarifying our position on park development, we have polled members utilizing Facebook Poll functionality to obtain opinions based on community suggestions regarding possible changes to Quarry Park that would serve as enhancements while still retaining the natural habitats and beauty of the park. The poll received 301 responses. Each respondent chose as many of the suggested enhancements from the items listed on the poll of which they were in favor.

The Support Level interest is as follows:

Top favorable responses are rated as HIGH

Middle favorable responses are rated as MEDIUM

Bottom favorable responses are rated as LOW

Description of Enhancement	Community Support Level
Benches	High
Terraced paths with natural railing for steep areas	High
Educational signage for plants and wildlife	High
Fire risk awareness signs prohibiting open flames	High
Planting of native plants	High
Doggie waste bag stations	High
Defined soft surface walking trails	High
Community stewardship programs for maintenance	High
Invasive species management	High
School field trips, nature camps, similar programs	Medium
Better public park signage at entrances	Medium
Wildlife observation areas with minimal disturbance	Medium
Enhanced Park entrances to promote accessibility	Medium
Water control features like rain gardens	Low

Nature Play area with natural materials	Low
Picnic tables	Low
Fenced Dog Park	Low

In keeping with FOQP's mission and values we believe that low impact development, if the park must be developed at all, is the soundest approach from both economic and community usefulness and desirability points of view. Items such as benches, improved walking paths and access areas, as well as ongoing removal of deadfall and noxious plants are inexpensive in comparison to the conceptual plan for the creation of a high speed biking facility prepared by the Parks Department and Visit McMinnville at the behest of Cycle Yamhill County bike club.

Currently, the city does very little to maintain the Quarry Park green space. Deadfall has not been cleared in years and creates quite a fire hazard to the park and the many homes and church that surround the park. FOQP members have indicated a willingness to participate in park clean up and future maintenance either with the help of the Parks Department or community groups that may be interested in supporting this endeavor. ¹.

We also believe that improvements such as adding more native plants and trees would improve the beauty and environmental health of the park as well as provide enjoyment and potential educational opportunities for the McMinnville community as a whole. It is our firm belief that the existence of a relatively unmolested green space should be protected and would be enjoyed by people of all ages, abilities and socio-economic status and would be much more sensible from funding and on-going maintenance standpoints.

¹.Note: FOQP reached out to Susan Muir, Parks Director, on April 21 with a request for the Parks Department to clear out deadfall. She indicated that she would contact the Parks Maintenance Department to find out if anything of that nature was slated for Quarry Park. We have since learned through communication with Liz Fliszar, McMinnville Parks Maintenance Supervisor, that there is no funds available for clearing dead fall at this time.

On April 28th we received an email from Lisa Macy-Baker (Visit McMinnville and Cycle Yamhill County bike club) that her Cycle Yamhill County group was planning a clear out of invasive Blackberry bushes in Quarry Park in the area where they would like to build flow/jump track and asked if FOQP would like to join. Since our focus is fire mitigation we agreed to join the proposed May 18th volunteer workday but would concentrate on dead fall removal. FOQP also invited the Calvary Church folks to join us in our endeavor.

From: [Kat King](#)
To: [Geoffrey Hunsaker](#); [Susan Muir](#); [amie@yamhillswcd.org](#); [andy@yamhillswcd.org](#); [Claudia Cisneros](#); [Mayor Kim Morris](#); [Sal Peralta](#); [Chris Chenoweth](#); [Daniel Tucholsky](#); [Zack Geary](#); [Jessica Payne](#); [Scott Cunningham](#)
Subject: Quarry Park Clean Up Concerns
Date: Tuesday, May 13, 2025 5:17:39 PM
Attachments: [Screenshot 2025-05-13 at 5.16.38 PM.png](#)

This message originated outside of the City of McMinnville.

Good afternoon,

I hope this message finds you well. I am writing to express my concern regarding the planned work at Quarry Park on Sunday, May 18th. The project outlines the removal of deadfall and blackberry briars from the northeast corner of the park. Given that we are in the midst of nesting season for many bird species, I feel it is important to address potential environmental and legal issues associated with this work.

Blackberry briars and brush piles serve as critical nesting habitats for various bird species, including the Spotted Towhee, Oregon Dark-Eyed Junco, Golden-Crowned Sparrow, White-Crowned Sparrow, Pacific Wren, Bewick's Wren, and others. Disturbing these habitats during nesting season could not only harm local wildlife but may also be unlawful under the Migratory Bird Treaty Act (MBTA). Under this federal law, it is illegal to disturb or destroy active nests of migratory birds during nesting season unless proper precautions are taken.

To ensure compliance with the MBTA and minimize any negative impact on local bird populations, I would strongly urge the city to:

1. Consider postponing the work until after the nesting season to avoid disturbing sensitive bird species.
2. Conduct a bird nest survey prior to any habitat removal, to ensure that no active nests are affected.
3. Apply for the necessary permits from the U.S. Fish and Wildlife Service (USFWS) if the work must proceed during nesting season.

If these steps have not yet been taken, it is important to assess whether this project might violate federal law. Without approval from the USFWS, the work may be in violation of the MBTA.

I appreciate your attention to this important matter and look forward to your response. Please let me know how I can assist further in addressing this concern.

Thank you for your time and consideration.

Best regards,
Kat King

[REDACTED]
McMinnville, OR 97128
[REDACTED]



★ Rising contributor · May 8 at 11:12 AM · 🌐



Sunday, May 18th @ 1:00 PM

Hi Friends of Quarry Park,

Update: Cycle Yamhill has organized a work party at Quarry Park and has invited us to join. While it's understandable that some may feel uneasy about joining an event hosted by those supporting the development plan, we encourage everyone to view this as a **positive opportunity**—a chance to do some much-needed **fire prevention work** in our park.

WHAT'S HAPPENING:

- **Cycle Yamhill** will be removing blackberries in the northeast corner of the park.
- **Friends of Quarry Park** will focus on gathering deadfall and making piles for the city to pick up. We believe deadfall removal is a higher priority at this time.

 LET'S SHOW UP:

It's important we have a strong turnout from our Friends group and turn this into a proactive, fun, and community-centered event.

All are welcome—kids are fantastic at collecting sticks! 🧺🌿

We may also have someone from the *News-Register* on site, so let's take this chance to show the public all the benefits of preserving Quarry Park as a nature space for everyone.

✔ **WHAT TO BRING & KNOW:**

- **Waivers:** Everyone must sign one to participate. We'll have them available on-site.
- **Wheelbarrows:** Bring one if you can—we'll need them to move debris toward the church for city pickup.
- **Food & Fun:** We're hoping to have a grill, hot dogs, chips, drinks, and more to make it a fun community day!

If you'd like to help organize refreshments, please reach out—we'd love the support.

See you all on May 18th!

Let's make it count. 🌳💚🦉🦋🐿️🦊🦌🦡🌲🌸🥰

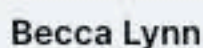


Most relevant ▼



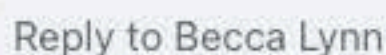
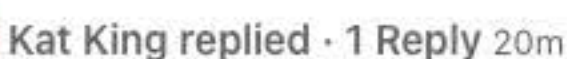
This is concerning. The blackberries are home to many bird species, most of which are nesting right now.

5d Like Reply



Kat King it's a highly invasive species

5d Like Reply



Hi **Kat King**- The city parks have given Yamhill Cycle permission for blackberry cleanup in the NE section only. Yamhill soil and water have also been consulted and given the green light. Both the deadfall and the blackberries are fire hazards, but I'd totally encourage you to reach out to the Parks department with your concerns.

Added on 05.14.2025
2 of 2

Amended on 05.14.2025
25 of 300

5d Like Reply

ENTERED INTO THE RECORD
DATE RECEIVED: 05.13.2025
SUBMITTED BY: Tracy Palmer
SUBJECT: Public Comment

Urge the City of McMinnville to Proclaim
Pride Month & Raise the Pride Flag
(signatures as of 5:57p on 5/13/25)

petition_signatures_jobs_490534774_20250514005526

Name	City	State	Postal Code	Country	Signed On
LGBTQIA+ McMinnville	Los Angeles	CA	90068	United States	2025-04-20
Remy Drabkin	McMinnville	OR	97128	United States	2025-04-20
Livy Johns	Savannah	GA	31415	United States	2025-04-20
Peggy Rosendorf	Portland	OR	97217	United States	2025-04-20
Sarah Cahill	McMinnville	OR	97128	United States	2025-04-20
Melanie Walker	Newberg	OR	97132	United States	2025-04-20
Lee McCollins	McMinnville	OR	97128	United States	2025-04-20
Kitri Culbertson	McMinnville	OR	97128	United States	2025-04-20
Elise Abell	Federal Way	OR	97302	United States	2025-04-20
Keith Jordan	McMinnville	OR	97128	United States	2025-04-20
Corey Morris	McMinnville	OR	97128	United States	2025-04-20
Mitchell Pruett-Schronk	McMinnville	OR	97128	United States	2025-04-20
Britt Whalen	Carlton	OR	97111	United States	2025-04-20
Jonathan Stockdale	McMinnville	OR	97128	United States	2025-04-20
Jessica Hage	McMinnville	OR	97128	United States	2025-04-20
Paul and Emily Bachand	McMinnville	OR	97128	United States	2025-04-20
Kristen Stoller	Portland	OR	97217	United States	2025-04-20
Kayla Stockdale	McMinnville	OR	97128	United States	2025-04-20
Ames Bierly	McMinnville	OR	97301	United States	2025-04-20
Katherine Henry	Lafayette	OR	97127	United States	2025-04-20
Erin Palmer	Beaverton	OR	97007	United States	2025-04-20
Kimberly Skelly	McMinnville	OR	97128	United States	2025-04-20
Dan Zehren	McMinnville	OR	97128	United States	2025-04-20
Miriam Vargas Corona	Carlton	OR	97128	United States	2025-04-20
Olivia Rovang	Portland	OR	97203	United States	2025-04-20
Yvonne Hawker	McMinnville	OR	97128	United States	2025-04-20
Diane Longaker	McMinnville	OR	97128	United States	2025-04-20
Michael brown	Salem	OR	97304	United States	2025-04-20
Suzanne Henry	McMinnville	OR	97128	United States	2025-04-20

Ramsey McPhillips	Portland	OR	97217	United States	2025-04-20
Maged Abo-Hebeish	McMinnville	OR	97128	United States	2025-04-20
Marvin Bernards	McMinnville	OR	97128	United States	2025-04-20
Sarah Carstensen	McMinnville	OR	97128	United States	2025-04-20
Katie VanCleave	McMinnville	OR	97128	United States	2025-04-20
Nate Zahm	McMinnville	OR	97128	United States	2025-04-20
Maddi Gloria	Portland	OR	97219	United States	2025-04-20
Lisa Weidman	Dayton	OR	97114	United States	2025-04-20
Julia Cresto	MCMINNVILLE	OR	97128	United States	2025-04-20
Mandee Tatum	McMinnville	OR	97128	United States	2025-04-20
Eva Marie	McMinnville	OR	97128	United States	2025-04-20
Haley Queen	McMinnville	OR	97128	United States	2025-04-20
E Marshall-Bird	McMinnville	OR	97128	United States	2025-04-20
Megan Ramos	Newberg	OR	97132	United States	2025-04-20
Fiona Gwozdz	McMinnville	OR	97128	United States	2025-04-20
Tonya Hill	McMinnville	OR	97128	United States	2025-04-20
Carmen Peirano	Newberg	OR	97132	United States	2025-04-20
Zachariah Ervin	McMinnville	OR	97128	United States	2025-04-20
Max Hill	mcminnville	OR	97128	United States	2025-04-20
Megan Brendle	Lafayette	OR	97127	United States	2025-04-20
Angelica Chambers	McMinnville	OR	97128	United States	2025-04-20
Stephen Goldsmith	McMinnville	OR	97128	United States	2025-04-20
Jacob Sembler	McMinnville	OR	97128	United States	2025-04-20
Charles Drabkin	Palm Springs	CA	92264	United States	2025-04-20
Nancy Cohen	McMinnville	OR	97128	United States	2025-04-20
Julie Wilson	McMinnville	OR	97128	United States	2025-04-20
Christine Bader	Salem	OR	97301	United States	2025-04-20
Riva Gross	McMinnville	OR	97128	United States	2025-04-20
Patriciafaye Marshall	McMinnville	OR	97128	United States	2025-04-20
Anne Falla	McMinnville	OR	97128	United States	2025-04-20
Karen McClendon	Carlton	OR	97111	United States	2025-04-20
Kyla Dirks	McMinnville	OR	97128	United States	2025-04-20

Tracie Mills	McMinnville	OR	97128	United States	2025-04-20
Jenna Johnson	Carlton	OR	97111	United States	2025-04-20
Dayna Gilbert	McMinnville	OR	97128	United States	2025-04-20
Lesley Anderson	McMinnville	OR	97128	United States	2025-04-20
Joshua Kaylor	McMinnville	OR	97128	United States	2025-04-20
Garde Baldwin	McMinnville	OR	97128	United States	2025-04-20
Frankie Corwin	McMinnville	OR	97128	United States	2025-04-20
Becka Morgan	McMinnville	OR	97128	United States	2025-04-20
Katie Vinson	Willamina	OR	97396	United States	2025-04-20
Rachel Flores	McMinnville	OR	97128	United States	2025-04-20
Hallie Whyte	Mcminnville	OR	97128	United States	2025-04-20
Chad Dugger	Salem	OR	97303	United States	2025-04-20
Lucero Hugarte	McMinnville	OR	97128	United States	2025-04-20
Kelley Mabbitt	Mcminnville	OR	97128	United States	2025-04-20
Graham Mandell	McMinnville	OR	97128	United States	2025-04-20
Andy Phillips	mcminnville	OR	97128	United States	2025-04-20
Larry Miller	Salem	OR	97303	United States	2025-04-20
Caitlin Nemeth	McMinnville	OR	97128	United States	2025-04-20
Kathleen McKinney	McMinnville	OR	97128	United States	2025-04-20
Chelsea Amato	Lake Oswego	OR	97035	United States	2025-04-20
Molly Taylor	McMinnville	CA	97128	United States	2025-04-20
Jeremiah Casteel	McMinnville	OR	97128	United States	2025-04-20
Amy Karshner	McMinnville	OR	97128	United States	2025-04-20
Lynden Carnahan	McMinnville	OR	97128	United States	2025-04-20
Tony Lai	McMinnville	OR	97128	United States	2025-04-20
Kara Fenton	McMinnville	OR	97128	United States	2025-04-20
Mikalie Moreno	McMinnville	OR	97128	United States	2025-04-20
Deanne Amato	Portland	OR	97252	United States	2025-04-20
Elsa Davies	Mcminnville	OR	64106	United States	2025-04-20
Neil Cohen	Salem	OR	97309	United States	2025-04-20
Quinci Clayborne	Redmond	WA	98052	United States	2025-04-20
Kathleen George	McMinnville	OR	97128	United States	2025-04-20

Erin Petitt	beaverton	OR	97005	United States	2025-04-20
Sarah Kimsey Sauro	Newberg	OR	97132	United States	2025-04-20
Jaw Seifert	McMinnville	OR	97128	United States	2025-04-20
KC Marold	McMinnville	OR	97128	United States	2025-04-20
Cyra Kloninger	Portland	OR	97233	United States	2025-04-20
Cath Cuff	McMinnville	OR	97128	United States	2025-04-20
Jamie Wilson	Seattle	WA	98160	United States	2025-04-20
Shay Clark	McMinnville	OR	97128	United States	2025-04-20
Chelsea Tuimoala	Newberg	OR	97132	United States	2025-04-20
Abby Sutton	Mcminnville	OR	97128	United States	2025-04-20
Katherine Martin	McMinnville	OR	97128	United States	2025-04-20
Rebecca Wilson	McMinnville	OR	97128	United States	2025-04-20
Pam Howard	Mcminnville	OR	97128	United States	2025-04-20
Bryanna Oliver-Palmquist	McMinnville	OR	97128	United States	2025-04-20
Luke Wilson	McMinnville	OR	97128	United States	2025-04-20
Mary Elias	McMinnville	OR	97128	United States	2025-04-20
Sean Carstensen	Newberg	OR	97128	United States	2025-04-20
Cord Amato	Portland	OR	97219	United States	2025-04-20
Diann Marten	Lafayette	OR	97127	United States	2025-04-20
Vicki Gay	Salem	OR	97309	United States	2025-04-20
Courtney Terry	McMinnville	CA	97128	United States	2025-04-20
Paige Jacobs	McMinnville	OR	97128	United States	2025-04-20
Brandon Hasart	McMinnville	OR	97128	United States	2025-04-20
Daniel Sutton	Salem	OR	97303	United States	2025-04-20
Christian Pruett-Schronk	McMinnville	OR	97218	United States	2025-04-20
Pedro Moreno	McMinnville	OR	97128	United States	2025-04-20
Shelby Davis	McMinnville	OR	97128	United States	2025-04-20
Efrain Arredondo	McMinnville	OR	97128	United States	2025-04-20
Matthew Rutherford	Mcminnville	OR	97128	United States	2025-04-20
Jules Bandy	McMinnville	OR	97128	United States	2025-04-20
Paige Barton	Salem	OR	97317	United States	2025-04-20
William Green	San Jose	CA	95117	United States	2025-04-20

Becca Fregoso	McMinnville	OR	97128	United States	2025-04-20
Chase Estep	McMinnville	OR	97128	United States	2025-04-20
David Burgett	McMinnville	OR	97128	United States	2025-04-20
Jess Nobil	Newberg	OR	97128	United States	2025-04-20
Kathleen Stoler	McMinnville	OR	97128	United States	2025-04-20
Jessica Vincent	Portland	OR	97202	United States	2025-04-20
Emily Wild	McMinnville	OR	97128	United States	2025-04-20
Peg Kn	McMinnville	OR	97128	United States	2025-04-20
Jesse Fontenot	Portland	OR	97211	United States	2025-04-20
Jennifer Nice	McMinnville	OR	97128	United States	2025-04-20
Michele Tomseth	McMinnville	OR	97128	United States	2025-04-20
Crystal Poczynek	McMinnville	OR	97128	United States	2025-04-20
Daryll Mancill	McMinnville	OR	97128	United States	2025-04-20
Audrey Harmon	Portland	OR	97233	United States	2025-04-20
Charlene McCreight	McMonville	OR	97128	United States	2025-04-20
Ryan Hales	McMinnville	OR	97128	United States	2025-04-20
Mariah Goodman	Newberg	OR	97132	United States	2025-04-20
Dawnmarie Ames	Newberg	OR	97132	United States	2025-04-20
April Cruz	Corvallis	OR	97330	United States	2025-04-20
Natasha Webster	McMinnville	OR	97128	United States	2025-04-20
Sherill Roberts	Otter Rock	OR	97369	United States	2025-04-20
Kady Fugere	Saint Paul	OR	97137	United States	2025-04-20
Kim Wilkins	McMinnville	OR	97128	United States	2025-04-20
S. Amanda Marshall	Portland	OR	97233	United States	2025-04-20
Jacqueline Eriksen	Amity	OR	97101	United States	2025-04-20
Dami Moon	Salem	OR	97128	United States	2025-04-20
Paul Brown	Mcminnville	OR	97128	United States	2025-04-20
Connery Morano	Portland	OR	97128	United States	2025-04-20
Amy Tibbetts	McMinnville	OR	97128	United States	2025-04-20
Hanna DeMaster	Carlton	OR	97111	United States	2025-04-20
Heather Russo	McMinnville	OR	97128	United States	2025-04-20
Marshall Jackson	Salem	OR	97303	United States	2025-04-20

Maggie Brown	Newington	CT	6111	United States	2025-04-20
Claire Rook	McMinnville	OR	97128	United States	2025-04-20
Austin Massey	Sheridan	OR	97378	United States	2025-04-20
Sharon DeMarois	McMinnville	OR	97128	United States	2025-04-20
Rod Green	Portland	OR	97216	United States	2025-04-20
Lisa Macy-Baker	McMinnville	OR	97128	United States	2025-04-20
Winter skyberg	McMinnville	OR	97128	United States	2025-04-20
Heather Baldonado	Mcminnville	OR	97128	United States	2025-04-20
Heidi McKye	McMinnville	OR	97128	United States	2025-04-20
Anthony Hamilton	McMinnville	OR	97128	United States	2025-04-20
Abigail Thomas	McMinnville	OR	97128	United States	2025-04-20
Adam Rack	Milwaukie	OR	97222	United States	2025-04-20
Kelly van Baggen	San Jose	CA	95117	United States	2025-04-20
Tamara Burnell	Salem	OR	97302	United States	2025-04-20
Dillan Shives	McMinnville	OR	97128	United States	2025-04-20
Brittaney Rayevich	McMinnville	OR	97128	United States	2025-04-20
stacey richards	Mcminnville	OR	97128	United States	2025-04-20
Emily Smith	Beaverton	OR	97005	United States	2025-04-20
Kathryn Gates	McMinnville	OR	97128	United States	2025-04-20
Stephanie Nordling	McMinnville	OR	97128	United States	2025-04-20
Helen Peterson	McMinnville	OR	97128	United States	2025-04-20
Emily Carlson	McMinnville	OR	97128	United States	2025-04-20
Cody Heimeyer	McMinnville	OR	97128	United States	2025-04-20
Jenn Fraga	Portland	OR	97239	United States	2025-04-20
David Goodman	McMinnville	OR	97128	United States	2025-04-20
Cassandra Gentzler	Portland	OR	97223	United States	2025-04-20
Katie Massey	Sheridan	OR	97378	United States	2025-04-20
Lynn Ruch	McMinnville	OR	97128	United States	2025-04-20
Kate Knapp	Portland	OR	97233	United States	2025-04-20
Shandrea Frew	Dayton	OR	97114	United States	2025-04-20
DawnDee Walraven	Lafayette	OR	97127	United States	2025-04-20
Lydia Carle	McMinnville	OR	97128	United States	2025-04-20

Aprill Wilkinson	Carlton	OR	97111	United States	2025-04-20
Susanne Sayles	McMinnville	OR	97128	United States	2025-04-20
Sophia Scotto	McMinnville	OR	97128	United States	2025-04-20
Kym Kafentzis	McMinnville	OR	97128	United States	2025-04-20
Susan Garay	McMinnville	OR	97128	United States	2025-04-20
Tate Jackson	Portland	OR	97233	United States	2025-04-20
Ryan Patrick Dixon	McMinnville	OR	97128	United States	2025-04-20
Aaron Oosterhart	McMinnville	OR	97128	United States	2025-04-20
Addison Dufour	McMinnville	OR	97128	United States	2025-04-20
Naylor Jonathan	San Jose	CA	95119	United States	2025-04-20
Rebecca Felde	Portland	OR	97206	United States	2025-04-20
Rain Bailey	McMinnville	OR	97128	United States	2025-04-20
Dawn Graff-Haight	McMinnville	OR	97128	United States	2025-04-20
Kaytlin Epperly	Newberg	OR	97132	United States	2025-04-20
Samantha Freund	McMinnville	OR	97128	United States	2025-04-20
Abigail Neilan	Portland	OR	97219	United States	2025-04-20
Eva Reutinger	McMinnville	OR	97128	United States	2025-04-20
Melissa Jensen	Amity	OR	97101	United States	2025-04-20
Meredith Mance	Mcminnville	OR	97128	United States	2025-04-20
Nick Heimeyer	McMinnville	OR	97128	United States	2025-04-20
Daphne Williams	Albuquerque	NM	87114	United States	2025-04-20
Jennifer Carpenter-Brenn	Amity	OR	97101	United States	2025-04-20
Gabriel Corneaux	McMinnville	OR	97128	United States	2025-04-20
Chantelle Sims	McMinnville	OR	97128	United States	2025-04-20
Allie Fontenot	McMinnville	OR	97128	United States	2025-04-20
Rebecca Wale	Salem	OR	97301	United States	2025-04-20
Tiffany Dienhart	Portland	OR	97233	United States	2025-04-20
julia mcafee	McMinnville	OR	97128	United States	2025-04-20
Brady Martin	McMinnville	OR	97128	United States	2025-04-20
James Richardson	Amity	OR	97101	United States	2025-04-20
Barbara Rye	Carlton	OR	97111	United States	2025-04-20
Mackenzie Fraser	McMinnville	OR	97128	United States	2025-04-20

Faith Johnson	McMinnville	OR	97128	United States	2025-04-20
David Bates	McMinnville	OR	97128	United States	2025-04-20
Erin King	McMinnville	OR	97128	United States	2025-04-20
Mary Walker	McMinnville	OR	97128	United States	2025-04-20
Ben Stuart	McMinnville	OR	97128	United States	2025-04-20
Lori Burrows	Cheshire	OR	97448	United States	2025-04-20
caleb rogers	McMinnville	OR	97128	United States	2025-04-20
Brittney Deming	Dundee	OR	97115	United States	2025-04-20
Erin Rising	Sherwood	OR	97140	United States	2025-04-20
Anthony Zangara	Portland	OR	97219	United States	2025-04-20
Macauley Kizer	Sherwood	OR	97140	United States	2025-04-20
Rochelle Schoenthal	McMinnville	OR	97128	United States	2025-04-20
Abraham Garcia	Mcminnville	OR	97128	United States	2025-04-20
Vanessa Bender	San Jose	CA	95117	United States	2025-04-20
Jasmine Partida	Salem	OR	97301	United States	2025-04-20
Pamela Canady	McMinnville	OR	97128	United States	2025-04-20
Sheila Barnes	Carlton	OR	97111	United States	2025-04-20
Diane Reichenberger	Portland	OR	97202	United States	2025-04-20
Julie Flores	Salem	OR	97301	United States	2025-04-20
Katelyn Obregon	Portland	OR	97222	United States	2025-04-20
Parker Williams	Portland	OR	97202	United States	2025-04-20
Xander Clark	Mcminnville	OR	97128	United States	2025-04-20
Natalia Juarez	McMinnville	OR	97128	United States	2025-04-20
Cassie Gardner	McMinnville	OR	97128	United States	2025-04-20
Sarah Ingraham	McMinnville	OR	97128	United States	2025-04-20
AnnaClaire Bowman	McMinnville	OR	97128	United States	2025-04-20
Greg Barge	Lafayette	OR	97127	United States	2025-04-20
Ana Flack	McMinnville	OR	97128	United States	2025-04-20
Matthea Brown	McMinnville	OR	97128	United States	2025-04-20
lizet moreno	McMinnville	OR	97128	United States	2025-04-20
Ereck Johan	Lafayette	OR	97127	United States	2025-04-20
Sarah Heller	Portland	OR	97202	United States	2025-04-20

Jack Mandeville	Newberg	OR	97132	United States	2025-04-20
Camilla Sumner	McMinnville	OR	97128	United States	2025-04-20
Taylor Coburn	McMinnville	OR	97378	United States	2025-04-20
Sydney Stern	Chicago	IL	60610	United States	2025-04-20
Jeremy Whyte	McMinnville	OR	97128	United States	2025-04-20
Kaitlyn Fieldhouse	Washington	DC	20019	United States	2025-04-20
Charlain Engels	McMinnville	OR	97128	United States	2025-04-20
Eva Higgins	McMinnville	OR	97128	United States	2025-04-20
Sam Anderson	McMinnville	OR	97128	United States	2025-04-20
Chanse Stevenson	McMinnville	OR	97128	United States	2025-04-20
Kellie Huffman	Portland	OR	97128	United States	2025-04-20
Priscilla Duran	Portland	OR	97233	United States	2025-04-20
Erin Thompson	McMinnville	OR	97128	United States	2025-04-20
Anna Hatcher	McMinnville	OR	97128	United States	2025-04-20
Daphne Patrick	Eugene	OR	97401	United States	2025-04-20
Samantha Elliott	Brooklyn	NY	11206	United States	2025-04-20
Penne Bryson	Newberg	OR	97132	United States	2025-04-20
Shiloh Anderson	Carlton	OR	97111	United States	2025-04-20
Jorge Quintero Salinas	McMinnville	OR	91767	United States	2025-04-20
Beth Bjonness Jacobsen	McMinnville	OR	97128	United States	2025-04-20
Lily Williams	McMinnville	OR	97128	United States	2025-04-20
Jamie Medina	McMinnville	OR	97128	United States	2025-04-20
Becka Morgan	McMinnville	OR	97128	United States	2025-04-20
Kristi Fitzgerald	McMinnville	OR	97128	United States	2025-04-20
Alyson Larkin	McMinnville	OR	97128	United States	2025-04-20
Melanie Miller	McMinnville	OR	97128	United States	2025-04-20
Kristina Buck	Newberg	OR	97132	United States	2025-04-20
Jamie (James) Howe	McMinnville	OR	97128	United States	2025-04-20
Jess Russell	Portland	OR	97212	United States	2025-04-20
Patricia Haddeland	MCMINNVILLE	OR	97132	United States	2025-04-20
Chandler Higginbotham	Eugene	OR	97401	United States	2025-04-20
Christopher Patzner	McMinnville	OR	97128	United States	2025-04-20

James Dunk	Bothell	WA	98041	United States	2025-04-20
Madison Ratto	McMinnville	OR	97128	United States	2025-04-20
Scott Dumdi	McMinnville	OR	97128	United States	2025-04-20
Carrie Webber	McMinnville	OR	97128	United States	2025-04-20
Kylee Gwilliam	Mcminnville	OR	97128	United States	2025-04-20
Larry Russell	McMinnville	OR	97128	United States	2025-04-20
Renee Crank	McMinnville	OR	97128	United States	2025-04-20
Meghan OFlaherty	Portland	OR	97206	United States	2025-04-20
Hannah Lee	Tampa	FL	33647	United States	2025-04-20
Virginia Dunk	McMinnville	OR	97128	United States	2025-04-20
Marla Cazares	McMinnville	OR	97128	United States	2025-04-20
Amanda McCommons	Mcminnville	OR	97128	United States	2025-04-20
Ayliana Allen	mcminnville	OR	97128	United States	2025-04-20
alexys Pattison	Portland	OR	97202	United States	2025-04-20
Kelly Most	Willamina	OR	97396	United States	2025-04-20
Kathleen Gallagher	McMinnville	OR	97128	United States	2025-04-20
Anne Gendreau	Portland	OR	97233	United States	2025-04-20
Megan Perez	Salem	OR	97304	United States	2025-04-20
Cristina Banuelos	Newberg	OR	97132	United States	2025-04-20
Jere Witherspoon	McMinnville	OR	97128	United States	2025-04-20
Ashley Queener	Carlton	OR	97111	United States	2025-04-20
Marti Greenfield	Beaverton	OR	97007	United States	2025-04-20
Shanta Frisbee	Mcminnville	OR	97128	United States	2025-04-20
Todd Dimmitt	Sheridan	OR	97378	United States	2025-04-20
Sylla McClellan	McMinnville	OR	97128	United States	2025-04-20
Amelia Lawrence	Tigard	OR	97224	United States	2025-04-20
KIM KENT	NEWBERG	OR	97132	United States	2025-04-20
Meaghan Freeman Ricks	McMinnville	OR	97128	United States	2025-04-20
Kayla Weeks	McMinnville	OR	97128	United States	2025-04-20
Angela Hickey	Yamhill	OR	97148	United States	2025-04-20
Amber Zirkel	Seattle	WA	98178	United States	2025-04-20
Lori Cope	McMinnville	OR	97128	United States	2025-04-20

Tracy Phillips	McMinnville	OR	97128	United States	2025-04-20
Anna Terramin	McMinnville	OR	97128	United States	2025-04-20
Beth Satterwhite	Amity	OR	97101	United States	2025-04-20
Dianne Hartsock	Salem	OR	97301	United States	2025-04-20
Emely Cazares	McMinnville	OR	97128	United States	2025-04-20
Christopher Fletcher	Seattle	WA	98160	United States	2025-04-20
Shauna Henry	McMinnville	OR	97128	United States	2025-04-20
Laura KING	McMinnville	OR	97128	United States	2025-04-20
Casee Clark	MCMINNVILLE	OR	97128	United States	2025-04-20
Jennifer Martinez	Mcminnville	OR	97128	United States	2025-04-20
Amanda Lungren	Portland	OR	97266	United States	2025-04-20
Marie Funseth	McMinnville	OR	97128	United States	2025-04-20
Shannon Howard	McMinnville	OR	97128	United States	2025-04-20
Katelyn McMahon	Renton	WA	98059	United States	2025-04-20
Erin Gardner	Newberg	OR	97132	United States	2025-04-20
Karen Blank	Tigard	OR	97224	United States	2025-04-20
TRish STephens	McMinnville	OR	97128	United States	2025-04-20
Rebecca Tucker	McMinnville	OR	97128	United States	2025-04-20
shaun Vrooman	Portland	OR	97239	United States	2025-04-20
Mac Whitaker	Mcminnville	OR	97128	United States	2025-04-20
Kaitlyn Burch	McMinnville	OR	97128	United States	2025-04-20
Lu Ann Anderson	McMinnville	OR	97128	United States	2025-04-20
Jessie Burch	Portland	OR	97128	United States	2025-04-20
Melanie Fletcher	Seattle	WA	98160	United States	2025-04-20
Braxton Starr	McMinnville	OR	97128	United States	2025-04-20
Eva Ferrua	Portland	OR	97223	United States	2025-04-20
Joseph Polivka	Portland	OR	97214	United States	2025-04-20
Olivia Bowman	San Diego	CA	92103	United States	2025-04-20
Jennifer Antonson	McMinnville	OR	97128	United States	2025-04-20
Michael Fahy	Portland	OR	97229	United States	2025-04-20
Cassandra Sollars	McMinnville	OR	97128	United States	2025-04-20
Catherine Searle	McMinnville	OR	97128	United States	2025-04-20

Carissa Collins	Golden	CO	802	United States	2025-04-20
Hilary Pickerel	McMinnville	OR	97128	United States	2025-04-21
jenny stolarz	McMinnville	OR	97128	United States	2025-04-21
Abby Meador	McMinnville	OR	97128	United States	2025-04-21
Brenna Witherspoon	McMinnville	OR	97128	United States	2025-04-21
Miaree Forquer	McMinnville	OR	97128	United States	2025-04-21
Vicki Perrett	McMinnville	OR	97128	United States	2025-04-21
Benjamin Holland	McMinnville	OR	97128	United States	2025-04-21
Tanya Tompkins	McMinnville	OR	97128	United States	2025-04-21
Chelsea Armstrong	Bellingham	WA	98225	United States	2025-04-21
Patrick Baffaro	Portland	OR	97252	United States	2025-04-21
Willow Muhr	McMinnville	OR	97128	United States	2025-04-21
Ukiah Halloran-Steiner	McMinnville	OR	97128	United States	2025-04-21
Sayla Grom	Newberg	OR	97132	United States	2025-04-21
Michele Dunn	Oregon City	OR	97128	United States	2025-04-21
Elizabeth Van Winkle	Portland	OR	97214	United States	2025-04-21
Matthew Koszuta	McMinnville	OR	97128	United States	2025-04-21
Bax Brittany	Newberg	OR	97132	United States	2025-04-21
Julie Enders	Portland	OR	97233	United States	2025-04-21
Josh Dillon	McMinnville	OR	97128	United States	2025-04-21
Alexis Scales	Newberg	OR	97132	United States	2025-04-21
Deborah Johnson	McMinnville	OR	97128	United States	2025-04-21
Brianna Annoyn	Salem	OR	97303	United States	2025-04-21
Ajax Edwards	Salem	OR	97303	United States	2025-04-21
Daynelle Rowe	McMinnville	OR	97128	United States	2025-04-21
Mary Piper	Salem	OR	97301	United States	2025-04-21
Don M Manke	Beaverton	OR	97006	United States	2025-04-21
Margaret Halloran	Seattle	WA	98160	United States	2025-04-21
Sandy Burch	McMinnville	OR	97128	United States	2025-04-21
Heidi Toth	McMinnville	OR	97128	United States	2025-04-21
Lisa Torres	Sheridan	OR	97378	United States	2025-04-21
Clara Garcia	Brookline	MA	2445	United States	2025-04-21

Talia Clayborne	McMinnville	OR	97128	United States	2025-04-21
Adria Henrickson	McMinnville	OR	97128	United States	2025-04-21
Danielle Sterba	Portland	OR	97202	United States	2025-04-21
kellen larson	Portland	OR	97214	United States	2025-04-21
Whitney Toliver	McMinnville	OR	97128	United States	2025-04-21
Angie Barnes	Mcminnville	OR	97128	United States	2025-04-21
Cara Gaffney	Portland	OR	97214	United States	2025-04-21
Ash S	McMinnville	OR	97128	United States	2025-04-21
Julia Cattrall	Amity	OR	97101	United States	2025-04-21
Alyssa Tanksley	Newberg	OR	97132	United States	2025-04-21
Henry Kibit	McMinnville	OR	97128	United States	2025-04-21
Kendelyn Thomas	Hillsboro	OR	97124	United States	2025-04-21
Mallory Hasart	McMinnville	OR	97128	United States	2025-04-21
Susan Delventhal	Hillsboro	OR	97123	United States	2025-04-21
Terry D	Seattle	WA	98160	United States	2025-04-21
Ximena Van Dyke	McMinnville	OR	97128	United States	2025-04-21
Ashley Sager	McMinnville	OR	97128	United States	2025-04-21
Randy Somershoe	McMinnville	OR	97128	United States	2025-04-21
LUKE WESTPHAL	McMinnville	OR	97128	United States	2025-04-21
Marcus Glaze	McMinnville	OR	97128	United States	2025-04-21
Meg Hixson	Salem	OR	97304	United States	2025-04-21
Amy Rehagen	Newberg	OR	97132	United States	2025-04-21
Christine Langelier	Portland	OR	97216	United States	2025-04-21
Brittany Henderson	Mcminnville	OR	97128	United States	2025-04-21
Sarah Trueax	McMinnville	OR	97128	United States	2025-04-21
Stephanie Duffy	Portland	OR	97206	United States	2025-04-21
Saraswati Kibit	McMinnville	OR	97128	United States	2025-04-21
Kylie Kafentzis	McMinnville	OR	97128	United States	2025-04-21
Sheila Maraigh	McMinnville	OR	97128	United States	2025-04-21
Cheryl Pendergrass	Eugene	OR	97405	United States	2025-04-21
Suzanne Meneghelli	McMinnville	OR	97128	United States	2025-04-21
Erica Sandels-West	MCMINNVILLE	OR	97128	United States	2025-04-21

Erin Armitage	McMinnville	OR	97128	United States	2025-04-21
Cris Walker	Mcminnville	OR	97128	United States	2025-04-21
Kacie Copeland	Salem	OR	97301	United States	2025-04-21
Luke Schmidt	Salem	OR	97303	United States	2025-04-21
Jennifer Crowe	Springfield	OR	97477	United States	2025-04-21
Emily Bachand	MCMinnville	OR	97128	United States	2025-04-21
Don Parsons	McMinnville	OR	97128	United States	2025-04-21
Mariska French	McMinnville	OR	97128	United States	2025-04-21
Allie Bisset	McMinnville	OR	97128	United States	2025-04-21
Andrew Jensen	McMinnville	OR	97128	United States	2025-04-21
Mary Dressel	McMinnville	OR	97128	United States	2025-04-21
Miranda Medrano	McMinnville	OR	97128	United States	2025-04-21
Maya Altree	McMinnville	OR	97128	United States	2025-04-21
Gail Quenneville	McMinnville	OR	97128	United States	2025-04-21
Mary Neumann	McMinnville	OR	97128	United States	2025-04-21
Kevin Malvey	Portland	OR	97128	United States	2025-04-21
Marcie A Rosenzweig	McMinnville	OR	97128-9066	United States	2025-04-21
Cherri Schaff	McMinnville	OR	97128	United States	2025-04-21
Thomas Saporito	Durham	NC	27703	United States	2025-04-21
erin ellis	Boulder Creek	CA	95006	United States	2025-04-21
RL Clements	Bothell	WA	98041	United States	2025-04-21
Carley Cummings	McMinnville	OR	97128	United States	2025-04-21
Johanna Costa	Salem	OR	97301	United States	2025-04-21
Joan Drabkin	Newberg	OR	97132	United States	2025-04-21
Ashley Carter	Portland	OR	97219	United States	2025-04-21
Diane McMillen	Yamhill	OR	97148	United States	2025-04-21
Susan Guinnee	Albuquerque	NM	87121	United States	2025-04-21
Sidonie Winfield Winfield	McMinnville	OR	97128	United States	2025-04-21
Laura Galbraith	Portland	OR	97233	United States	2025-04-21
Daniel Cavanaugh	Portland	OR	97219	United States	2025-04-21
Leo O'Brien	Newberg	OR	97138	United States	2025-04-21
Melissa Silverman	McMinnville	OR	97128	United States	2025-04-21

Natalie Morgan	Portland	OR	97232	United States	2025-04-21
Julia Bishop-Tall	Portland	OR	97223	United States	2025-04-21
Laura Gabriel	Portland	OR	97252	United States	2025-04-21
Tayler Brisbin	McMinnville	OR	97128	United States	2025-04-21
Donatella Fording	McMinnville	OR	1560	Belgium	2025-04-21
Sara Hanson	McMinnville	OR	97128	United States	2025-04-21
Katie Koenig	Portland	OR	97214	United States	2025-04-21
Emmett Butler	Eugene	OR	97403	United States	2025-04-21
Lindsey Baker	McMinnville	OR	97128	United States	2025-04-21
Brenn Ashton	Brenn	OR	97055	United States	2025-04-21
Blair Struble	Newberg	OR	97132	United States	2025-04-21
Bonney Haskins	Portland	OR	97239	United States	2025-04-21
Matia Ellis	Portland	OR	97239	United States	2025-04-21
Elena Mudrak	McMinnville	OR	97128	United States	2025-04-21
Sarah Munk	McMinnville	OR	97128	United States	2025-04-21
Serengeti Savage	McMinnville	OR	97128	United States	2025-04-21
sandra Jensen	Apache Junction	AZ	85119	United States	2025-04-21
Chloe Wilkinson	McMinnville	OR	97128	United States	2025-04-21
celeste shearer	McMinnville	OR	97128	United States	2025-04-21
Ian Warren	Newberg	OR	97132	United States	2025-04-21
Evan Ewing	North Hollywood	CA	91606	United States	2025-04-21
Lindsay Davis	Newberg	OR	97132	United States	2025-04-21
Laura Mackie	McMinnville	OR	97128	United States	2025-04-21
Jonathan Polivka	McMinnville	OR	97128	United States	2025-04-21
Maureen Fletcher	Sheridan	OR	97378	United States	2025-04-21
E Clayton	McMinnville	OR	97128	United States	2025-04-21
Daniel Ruiz	McMinnville	OR	97128	United States	2025-04-21
Bonnie Laux	Portland	OR	97201	United States	2025-04-21
Tracy Olsen	McMinnville	OR	97128	United States	2025-04-21
Brittney Kemper	Newberg	OR	97132	United States	2025-04-21
Jeanne Johnson	Dayton	OR	97114	United States	2025-04-21
Tyler Chittenden	Portland	OR	97229	United States	2025-04-21

Stephanie Waddel	McMinnville	OR	97128	United States	2025-04-21
Katgryn Satterstrom	McMinnville	OR	97128	United States	2025-04-21
Raechel Sims	Portland	OR	97140	United States	2025-04-21
Christina Benson	Portland	OR	97233	United States	2025-04-21
Lynn Holty	Yamhill	OR	97148	United States	2025-04-21
Donald Watson	McMinnville	OR	97128	United States	2025-04-21
Audrey Horowitz	McMinnville	OR	97128	United States	2025-04-21
Meaghan Luksich	Mcminnville	OR	97128	United States	2025-04-21
Jay Smith	McMinnville	OR	97128	United States	2025-04-21
Al Fluter	Mcminnvills	OR	97128	United States	2025-04-21
Emily Grosvenor	McMinnville	OR	97128	United States	2025-04-21
Daniel Kiser	McMinnville	OR	97128	United States	2025-04-21
Camryn Manley	Portland	OR	97216	United States	2025-04-21
Hayden Smith	Saint Paul	OR	97137	United States	2025-04-21
Jessica Chappell Sumbur	McMinnville	OR	97128	United States	2025-04-21
Krista Maxine B	Portland	OR	97202	United States	2025-04-21
Jill Mann	McMinnville	OR	97128	United States	2025-04-21
Katherine D'Aboy	McMinnville	OR	97128	United States	2025-04-21
Katherine Hartford	Yamhill	OR	97148	United States	2025-04-21
Autumn Hurd	Portland	OR	97213	United States	2025-04-21
Lisa Parks	Astoria	CO	97103	United States	2025-04-21
Emily Teel	McMinnville	OR	97128	United States	2025-04-21
Natasha Lawson	Amity	OR	97101	United States	2025-04-21
Valerie Blaha	McMinnville	OR	97128	United States	2025-04-21
Emily Kelly	McMinnville	OR	97128	United States	2025-04-21
Sharon Hunt	McMinnville	OR	97128	United States	2025-04-21
Amy Scholer	McMinnville	OR	97128	United States	2025-04-21
ALYSSA RALSTON	Portland	OR	97229	United States	2025-04-21
Monica Hucks	McMinnville	OR	97128	United States	2025-04-21
Evyan daugherty	Carlton	OR	97111	United States	2025-04-21
Melissa Bansen	McMinnville	OR	97128	United States	2025-04-21
Tai James	McMinnville	OR	97128	United States	2025-04-21

Nancy Bettis Beasley	McMinnville	OR	97128	United States	2025-04-21
Ken Potts	Portland	OR	97211	United States	2025-04-21
Natalie Brown	Newberg	OR	97132	United States	2025-04-21
Angela Manginelli	McMinnville	OR	97128	United States	2025-04-21
Harun Eggleton	Portland	OR	97233	United States	2025-04-21
Heidi McNeil	Aloha	OR	97006	United States	2025-04-21
Jennifer Southan	Salem	OR	97306	United States	2025-04-21
Yu-Shan Chen	McMinnville	OR	97128	United States	2025-04-22
Bela Renne	McMinnville	OR	97128	United States	2025-04-22
Cassidy Weisz	McMinnville	OR	97128	United States	2025-04-22
Jocelyn Kerr	Corvallis	OR	97330	United States	2025-04-22
Brenna D	Portland	OR	97214	United States	2025-04-22
Jamie Schulte	McMinnville	OR	97128	United States	2025-04-22
Sarah Grunau	Los Alamos	NM	87544	United States	2025-04-22
Michelle Tierce Tierce	Portland	OR	97128	United States	2025-04-22
hannah rose				South Korea	2025-04-22
Cameryn Rowe	Mcminnville	OR	97128	United States	2025-04-22
Christina Collins	McMinnville	OR	97128	United States	2025-04-22
Erika Dieni	Portland	OR	97267	United States	2025-04-22
Brooke Anderson	Portland	OR	97213	United States	2025-04-22
Micah Ralston	Salem	OR	97302	United States	2025-04-22
Patricia Magda	Mcminnville	OR	97128	United States	2025-04-22
Sherri Yeager	Newberg	OR	97132	United States	2025-04-22
Kourtney Wessels	McMinnville	OR	97128	United States	2025-04-22
Lila DeBenedetti	Newberg	OR	97132	United States	2025-04-22
Kenneth Wessels	McMinnville	OR	97128	United States	2025-04-22
Ariadne Will	Sitka	AK	99835	United States	2025-04-22
Aspen Bernier	Newberg	OR	97133	United States	2025-04-22
Christopher Knapp	Portland	OR	97233	United States	2025-04-22
Timothy Storey	Hillsboro	OR	97123	United States	2025-04-22
Danny McCollins	McMinnville	OR	97128	United States	2025-04-22
Blair Sinden	McMinnville	OR	97128	United States	2025-04-22

Katelyn Claflin	Portland	OR	97215	United States	2025-04-22
Rachel Beckwith	Ashland	OR	97520	United States	2025-04-22
Amanda Curtis	Astoria	OR	97103	United States	2025-04-22
Victoria Venturi	Portland	OR	97232	United States	2025-04-22
Ava P.	Mcminnville	OR	97128	United States	2025-04-22
Sebastian Aguilar	Mcminnville	OR	97128	United States	2025-04-22
Melia Viner	Portland	OR	97209	United States	2025-04-22
Teresa Denney	McMinnville	OR	97128	United States	2025-04-22
Jess Ayala	Portland	OR	97213	United States	2025-04-22
Hannah Fullerton	Portland	OR	97210	United States	2025-04-22
Lisa Haukom	Portland	OR	97214	United States	2025-04-22
Lucy Hassel	Mcminnville	OR	97128	United States	2025-04-22
Morgan Beck	McMinnville	OR	97128	United States	2025-04-22
Brittney Eisele	Newberg	OR	97132	United States	2025-04-22
Elizabeth Ackerman	McMinnville	OR	97128	United States	2025-04-22
Yvette Clark	McMinnville	OR	97128	United States	2025-04-22
Bob Clark	McMinnville	OR	97128	United States	2025-04-22
Kimberly Abrahams	McMinnville	OR	97128	United States	2025-04-22
Tanner Shupe	Sheridan	OR	97378	United States	2025-04-22
Stephanie Eads-Paul	McMinnville	OR	97128	United States	2025-04-22
Robin Warren	Philomath	OR	97333	United States	2025-04-22
Kara Gilbert	Portland	OR	97233	United States	2025-04-22
Haley Savannah Mills	Portland	OR	97123	United States	2025-04-22
Elizabeth Herron	McMinnville	OR	97128	United States	2025-04-22
Claudia Brisbin	Newberg	OR	97132	United States	2025-04-22
Vicki Cartwright	Carlton	OR	97111	United States	2025-04-22
Maria Vadoli	McMinnville	OR	97128	United States	2025-04-22
Allison Wilson	Portland	OR	97267	United States	2025-04-22
Anna Hanson	Newberg	OR	97132	United States	2025-04-22
Ian Hays	McMinnville	OR	97128	United States	2025-04-22
Emily Linnertz	McMinnville	OR	97128	United States	2025-04-22
Samantha Geary	McMinnville	OR	97128	United States	2025-04-22

Lacye Presley	Vancouver	WA	98684	United States	2025-04-22
harrison kersey	Corvallis	OR	97330	United States	2025-04-22
Levi Laws	McMinnville Por	OR	97233	United States	2025-04-22
Sara Linnertz	McMinnville	OR	97128	United States	2025-04-22
Kathleen Simcox	Saint Paul	OR	97137	United States	2025-04-22
Randi Arnold	Portland	OR	97223	United States	2025-04-22
Vanessa Lee	Portland	OR	97211	United States	2025-04-22
Amira Makansi	McMinnville	OR	97128	United States	2025-04-22
Janis Pate	Newberg	OR	97132	United States	2025-04-22
Ryan Mooney	Portland	OR	97236	United States	2025-04-22
Kristen Dilley	Portland	OR	97210	United States	2025-04-22
Jason Parasco	Portland	OR	97204	United States	2025-04-22
Rosemary Roberts	McMinnville	OR	97128	United States	2025-04-22
Briana Olvera	McMinnville	OR	97128	United States	2025-04-22
Nicole Robinson	McMinnville	OR	97128	United States	2025-04-22
Alden Horowitz	McMinnville	OR	97128	United States	2025-04-22
Carlyn Challengren	Madison	WI	53717	United States	2025-04-22
Carisa Miller	Portland	OR	97219	United States	2025-04-22
Emily Perry	Portland	OR	97233	United States	2025-04-22
Jenny Roberts	McMinnville	OR	97128	United States	2025-04-22
Stevie Case	McMinnville	OR	97128	United States	2025-04-22
Abbey Henry	Portland	OR	97214	United States	2025-04-22
Trish Sunderland	Portland	OR	97206	United States	2025-04-22
Janet Sasaki	McMinnville	OR	97128	United States	2025-04-22
Talia Gragg	Portland	OR	97202	United States	2025-04-22
Carma Ferrier	Portland	OR	97229	United States	2025-04-22
Courtney Cunningham	Salem	OR	97302	United States	2025-04-22
Ashton Abeln	Portland	OR	97222	United States	2025-04-22
Mariona Miyata-Sturm	Oxford	OX4		United Kingdom	2025-04-22
Jessica Kindred	Newberg	OR	97132	United States	2025-04-22
Stephen Cassidy	Seattle	WA	98122	United States	2025-04-22
Luke Zimmerman	Portland	OR	97206	United States	2025-04-22

Michele Reschly	McMinnville	OR	97128	United States	2025-04-22
Tammi Hopfer	Portland	OR	97233	United States	2025-04-22
Diana Riggs	McMinnville	OR	97128	United States	2025-04-22
JeanneAnn Comiskey	McMinnville	OR	97128	United States	2025-04-22
Mali Foroughi	Salem	OR	97305	United States	2025-04-22
Kevin Chambers	McMinnville	OR	97128	United States	2025-04-22
Nicole Strandberg	Beaverton	OR	97008	United States	2025-04-22
Joanna mahto	Portland	OR	97219	United States	2025-04-22
Ella Haisch	Bend	OR	97701	United States	2025-04-22
Michelle Lusher	Portland	OR	97214	United States	2025-04-22
Sunshine Knutson	McMinnville	OR	97128	United States	2025-04-22
Lauren Winkle	Portland	OR	97266	United States	2025-04-22
Audrey Darling	McMinnville	OR	97128	United States	2025-04-22
Amelia Blakeman	Portland	OR	97214	United States	2025-04-22
Eric Drinker	McMinnville	OR	97128	United States	2025-04-22
Valerie LaRosa	Portland	OR	97212	United States	2025-04-22
Conor Foley	McMinnville	OR	97128	United States	2025-04-23
Erica Mwenda	Dayton	OR	97114	United States	2025-04-23
Jenny Caloca	Los Angeles	CA	90065	United States	2025-04-23
Lyla Darling	McMinnville	OR	97128	United States	2025-04-23
Spencer Swetnam	West Hollywood	CA	90069	United States	2025-04-23
Sophie Kirschnick	McMinnville	OR	97128	United States	2025-04-23
Margaret Kirschnick	Mcminnville	OR	97128	United States	2025-04-23
Sam Osterhoudt	McMinnville	OR	97128	United States	2025-04-23
John Breitweiser	Palm Desert	CA	92260	United States	2025-04-23
magdalena scheese	Portland	OR	97206	United States	2025-04-23
Joseph Hunter	Portland	OR	97266	United States	2025-04-23
Candace Smith	Aurora	IL	60504	United States	2025-04-23
Caitlin Potts	Walla Walla	WA	99362	United States	2025-04-23
Michelle Sparnicht	Portland	OR	97266	United States	2025-04-23
Krista Stieber	McMinnville	OR	97128	United States	2025-04-23
Mary Bock	Portland	OR	97068	United States	2025-04-23

Emily Howard	McMinnville	OR	97128	United States	2025-04-23
Paxton Arnold	Salem	OR	97302	United States	2025-04-23
Dana Danger	Portland	OR	97233	United States	2025-04-23
Carla McHattie	Portland	OR	97214	United States	2025-04-23
Kevin Yurkish	Portland	OR	97209	United States	2025-04-23
Toni Harris	Lafayette	OR	97127	United States	2025-04-23
Lovisa Axtell	Beaverton	OR	97005	United States	2025-04-23
greg pappas	Sherwood	OR	97140	United States	2025-04-23
Kelly Paine-White	McMinnville	OR	97128	United States	2025-04-23
Stephanie Grelle	Portland	OR	97266	United States	2025-04-23
Michelle Graham	McMinnville	OR	97128	United States	2025-04-23
Mattie Jackson	Portland	OR	97217	United States	2025-04-23
Brittney Havercroft	Portland	OR	97217	United States	2025-04-23
Emily Dickinson	Bellingham	WA	98225	United States	2025-04-23
Mimi Bergen	Portland	OR	97206	United States	2025-04-23
Staci Fait	Lafayette	OR	97127	United States	2025-04-23
Kimberly Kripalani	Portland	OR	97202	United States	2025-04-23
Carla Arriaza	Corvallis	OR	97128	United States	2025-04-23
Christina Cooper	Portland	OR	97213	United States	2025-04-23
elizabeth reiter	Phoenix	AZ	85007	United States	2025-04-23
Alexandra Gardner-Nelson	Chicago	IL	60608	United States	2025-04-23
Allison Gross	Portland	OR	97214	United States	2025-04-23
Itene Gale	McMinnville	OR	97128	United States	2025-04-23
Isaac Coverstone	Mcminnville	OR	97128	United States	2025-04-23
Molly McFadden	McMinnville	OR	97128	United States	2025-04-23
Anna West	Portland	OR	97211	United States	2025-04-23
Amani Hill				United States	2025-04-23
Stephanie Patterson	Powers	OR	97466	United States	2025-04-23
Avery Beckle	Oregon City	OR	97045	United States	2025-04-23
Laina Tinoco	McMinnville	OR	97128	United States	2025-04-23
Ronni Lacroute	McMinnville	OR	97128	United States	2025-04-23
Michelle Daquilanto	McMinnville	OR	97128	United States	2025-04-23

Carrie Kondor	Mcminnville	OR	97128	United States	2025-04-23
Gradie Dunlap	Portland	OR	97214	United States	2025-04-23
Nihm Seals	Dallas	OR	97338	United States	2025-04-23
Yvonne Stender	alameda	CA	94501	United States	2025-04-23
Amy Sorensen	Mcminnville	OR	97128	United States	2025-04-23
Devin Aldrich	McMinnville	OR	97128	United States	2025-04-23
Sierra Crawford	Mcminnville	OR	97128	United States	2025-04-23
Tony Pasquale	Vancouver	V6J		Canada	2025-04-23
Jordyn Cox	Portland	OR	97213	United States	2025-04-23
Victoria Ernst	McMinnville	OR	97128	United States	2025-04-23
Darby Aldaco	Portland	OR	97219	United States	2025-04-23
Roza Tammer	Portland	OR	97217	United States	2025-04-23
Susan Moray	Tillamook	OR	97141	United States	2025-04-23
Cassie Purdy	Salem	OR	97302	United States	2025-04-23
Jadey Holcomb	McMinnville	OR	97128	United States	2025-04-23
Lilla Arnold	McMinnville	OR	97128	United States	2025-04-23
Jade Ramilo	Portland	OR	97220	United States	2025-04-23
Morgan Ybarra	McMinnville	OR	97128	United States	2025-04-23
Gloria LaFata	Lafayette	OR	97127	United States	2025-04-23
Vienna Kenny	Lafayette	OR	97127	United States	2025-04-23
Wylder DeVito	Portland	OR	97222	United States	2025-04-23
Beth Froembling	Amity	OR	97101	United States	2025-04-23
Aileen Bono	Roseburg	OR	97471	United States	2025-04-23
Crystal Chulik	McMinnville	OR	97128	United States	2025-04-23
Jenna White	Carlton	OR	97111	United States	2025-04-23
Rebecca Holmes	McMinnville	OR	97128	United States	2025-04-23
Breanne Ohannessian	McMinnville	OR	97128	United States	2025-04-23
Amie Nettrouer	Amity	OR	97101	United States	2025-04-23
Kinleigh Aceveda	McMinnville	OR	97128	United States	2025-04-23
Kristofer Zirkel	McMinnville	OR	97128	United States	2025-04-23
Rachel Beal	McMinnville	OR	97128	United States	2025-04-24
Lisa Pool	McMinnville	OR	97128	United States	2025-04-24

Erin Stanton	McMinnville	OR	97128	United States	2025-04-24
William Dunlap	Minneapolis	MN	55404	United States	2025-04-24
Lee Hinkle	Portland	OR	97239	United States	2025-04-24
Nora Lamb	Mcminnville	OR	97128	United States	2025-04-24
Jill Edwards	Portland	OR	97211	United States	2025-04-24
Susan Yungkurth	Portland	OR	97217	United States	2025-04-24
Melissa Starr	Portland	OR	97266	United States	2025-04-24
Crystal Bryan	Vida	OR	97488	United States	2025-04-24
Jay Jennings	Portland	OR	97209	United States	2025-04-24
Matt McGahey	Minneapolis	MN	55412	United States	2025-04-24
Mary Beth Branch	McMinnville	OR	97128	United States	2025-04-24
Samantha Johnson	McMinnville	OR	97128	United States	2025-04-24
Elizabeth Nathan	Portland	OR	97202	United States	2025-04-24
Marian Davenport	Portland	OR	97211	United States	2025-04-24
Janelle Rice	Tualatin	OR	98062	United States	2025-04-24
Natasha Osterhout-Purdy	Forest Grove	OR	97116	United States	2025-04-24
Ashley Hudnall	Portland	OR	97202	United States	2025-04-24
Megan Skye	McMinnville	OR	97128	United States	2025-04-24
Jahneke Caramia	McMinnville	OR	97128	United States	2025-04-24
Susan Blasi	Portland	OR	97225	United States	2025-04-24
Susan Milano	McMinnville	OR	97128	United States	2025-04-24
Emily Matsuda	Newberg	OR	97132	United States	2025-04-24
Kaki Marshall-Bird	McMinnville	OR	97128	United States	2025-04-24
Amanda Rose	Dallas	OR	97338	United States	2025-04-24
Krista Robinson	Bend	OR	97702	United States	2025-04-24
Destinie Woodke	Albany	OR	97321	United States	2025-04-24
Dominique Bjorlin	McMinnville	OR	97128	United States	2025-04-24
Samantha Monagon	Mcminnville	OR	97128	United States	2025-04-24
Grace Donoho	Mcminnville	OR	97128	United States	2025-04-24
Amy Nelson	McMinnville	OR	97128	United States	2025-04-24
patriciafaye marshall	McMinnville	OR	97128	United States	2025-04-24
Caroline Moore	McMinnville	OR	97128	United States	2025-04-24

Andrea Carpenter	McMinnville	OR	97128	United States	2025-04-24
William Coulombe	Mcminnville	OR	97128	United States	2025-04-24
Katy Zirkel	Portland	OR	97201	United States	2025-04-24
Lauren Clark	McMinnville	OR	97128	United States	2025-04-24
Sara Lockman	Portland	OR	97211	United States	2025-04-24
Nancy McCann	Salem	OR	97301	United States	2025-04-24
Kianna Ashley	Salem	OR	97301	United States	2025-04-24
badlilox anon	Springfield	OR	97309	United States	2025-04-24
Paula Roth	McMinnville	OR	97128	United States	2025-04-24
Mary Holdman	Seattle	WA	98160	United States	2025-04-24
Lauren Sinclair	McMinnville	OR	97128	United States	2025-04-24
Desiray Scott	McMinnville	OR	97128	United States	2025-04-24
Kim Ohlinger	Lake Oswego	OR	97034	United States	2025-04-25
Sam Skye	McMinnville	OR	97128	United States	2025-04-25
Paige Myers-Matthews	Oregon City	OR	97045	United States	2025-04-25
Rachel Ludwig Bailey	McMinnville	OR	97128	United States	2025-04-25
Karen'Ann Williams	McMinnville	OR	97128	United States	2025-04-25
Stephen Claypool	Hillsboro	OR	97123	United States	2025-04-25
Angie Foster-Lawson	Eugene	OR	97405	United States	2025-04-25
Cynthia Teruya	McMinnville	OR	97128	United States	2025-04-25
Sage W	Seattle	WA	98160	United States	2025-04-25
Kelly Taylor	McMinnville	OR	97128	United States	2025-04-25
Kim Bagby	McMinnville	OR	97128	United States	2025-04-25
Chelsey Nichol	McMinnville	OR	97128	United States	2025-04-25
Rachel Godfrey	Seattle	WA	98160	United States	2025-04-25
San Monahan	Portland	OR	97203	United States	2025-04-25
Jeremy Watson	Lake Oswego	OR	97035	United States	2025-04-25
Rob Porter	McMinnville	OR	97128	United States	2025-04-25
Zachary Williams	McMinnville	OR	97128	United States	2025-04-25
Raina McRae	Mcminnville	OR	97128	United States	2025-04-25
Allie Peak	Portland	OR	97229	United States	2025-04-26
Cynthia Thompson	Portland	OR	97229	United States	2025-04-26

Nadya King	Mcminnville	OR	97128	United States	2025-04-26
Lisa Miller	Salem	OR	97302	United States	2025-04-26
Synthya Puckett	Oregon City	OR	97045	United States	2025-04-26
Angela Gleim	Salem	OR	97304	United States	2025-04-26
Kristen Kendall	Seattle	WA	98109	United States	2025-04-26
Brianna Herron	Portland	OR	97223	United States	2025-04-26
Sarah Hadfield	McMinnville	OR	97128	United States	2025-04-26
Diane Toney	McMinnville	OR	97128	United States	2025-04-27
john deer	Atlanta	GA	30301	United States	2025-04-27
Tami Keller	McMinnville	OR	97128	United States	2025-04-27
Sarah Hall	Orem	UT	84057	United States	2025-04-28
Carrie Larson	McMinnville	OR	97128	United States	2025-04-28
Samantha Rynearson	Corvallis	OR	97330	United States	2025-04-28
Lindsey Cohen	McMinnville	OR	97128	United States	2025-04-29
Jamie Tingley	Beaverton	OR	97078	United States	2025-04-29
Carol Seckel	McMinnville	OR	97128	United States	2025-04-29
Leslie Ballan	McMinnville	OR	97128	United States	2025-04-29
James Bush	Portland	OR	97209	United States	2025-04-29
Clarissa Freeman	McMinnville	OR	97128	United States	2025-04-29
Tracie Moon	McMinnville	OR	97128	United States	2025-04-29
Peter Crockett	Carlton	OR	97111	United States	2025-04-29
Darlene Hilliard	McMinnville	OR	97128	United States	2025-04-29
J Rudine	McMinnville	OR	97128	United States	2025-04-29
Matt Perry	McMinnville	OR	97128	United States	2025-04-29
Ricky Coughlin	McMinnville	OR	97128	United States	2025-04-29
Russell Mark	Portland	OR	97216	United States	2025-04-29
Shauna McKain-Storey	Hillsboro	OR	97006	United States	2025-04-29
Ginger Williams	McMinnville	OR	97128	United States	2025-04-29
Amy Sorensen	McMinnville	OR	97128	United States	2025-04-29
Hannah Estrin	Mcminnville	OR	97128	United States	2025-04-29
Becky Shebiel	Mcminnville	OR	97218	United States	2025-04-30
Joerg Peter	Hillsboro	OR	97123	United States	2025-04-30

Jennifer Cuellar	McMinnville	OR	97128	United States	2025-04-30
Ashlea Tenner	Newberg	OR	97132	United States	2025-04-30
Rachel Kimball	McMinnville	OR	97128	United States	2025-04-30
Madeleine Ernst	Milwaukee	WI	53211	United States	2025-05-01
Alex Koglin	Portland	OR	97202	United States	2025-05-01
Adalie Verdon	Woodburn	OR	97071	United States	2025-05-01
Paula Hart	Utica	NY	13502	United States	2025-05-01
Ross Wheeler	Salem	OR	97301	United States	2025-05-01
Cara Eglinton	McMinnville	OR	97128	United States	2025-05-01
Erin o'Connor	Bothell	WA	98041	United States	2025-05-01
Nicholas Godfrey	McMinnville	OR	97128	United States	2025-05-01
Savanna Jay-bonn	MCMINNVILLE	OR	97128	United States	2025-05-01
Sandra Thornton	Troutdale	OR	97060	United States	2025-05-01
Deanne Motz	Newberg	OR	97132	United States	2025-05-01
Tara Romero	McMinnville	OR	97128	United States	2025-05-02
Tanya Reid	Portland	OR	97223	United States	2025-05-02
Andrew taberner	Redcar	ENG	ts11 8ag	United Kingdom	2025-05-02
Summer Eves	Molalla	OR	97038	United States	2025-05-03
Megan Iversen	McMinnville	OR	97128	United States	2025-05-03
Joni Walters	Alexandria	VA	22312	United States	2025-05-03
Carolyn Franklin	Lake Stevens	WA	98258	United States	2025-05-03
Taylor Lishka	Portland	OR	97213	United States	2025-05-03
Brooklyn Taylor	Canby	OR	97013	United States	2025-05-03
Tawnie Razo	Portland	OR	97229	United States	2025-05-03
Robert Turner	Cottage Grove	OR	97424	United States	2025-05-03
Keliz Thomas	Gresham	OR	97080	United States	2025-05-04
Cindey McGuire	Portland	OR		United States	2025-05-04
anna barsotti	McMinnville	OR	97128	United States	2025-05-06
Doreen Davila	Salem	OR	97301	United States	2025-05-06
Phil New	McMinnville	OR	97128	United States	2025-05-07
Melissa Wear	Portland	OR	97236	United States	2025-05-07
Melanie Byers-Jones	McMinnville	OR	97128	United States	2025-05-07

Kimberly Linebarger	McMinnville	OR	97128	United States	2025-05-07
Alana Fontaine	Independence	OR	97351	United States	2025-05-07
Dina Betschart	Portland	OR	97222	United States	2025-05-07
Lorien Fletcher	Portland	OR	97223	United States	2025-05-07
Karen Brooks	Fullerton	CA	92832	United States	2025-05-07
Katherine Ryan	McMinnville	OR	97128	United States	2025-05-07
Brian Bailey	MCMINNVILLE	OR	97128	United States	2025-05-07
Katie Noyd	McMinnville	OR	97128	United States	2025-05-08
Jeanna Parks	Portland	OR	97217	United States	2025-05-08
Rachel Kaplan	Portland	OR	97206	United States	2025-05-08
Shyanna Mayes	McMinnville	OR	97128	United States	2025-05-08
Karie Trumbo	Portland	OR	97202	United States	2025-05-08
Julia Primozych	Portland	OR	97128	United States	2025-05-08
Gem Barnes	Portland	OR	97236	United States	2025-05-08
Annabelle Parks	Newport	OR	97408	United States	2025-05-08
Peter Holmes	McMinnville	OR	97128	United States	2025-05-09
Elide Sanchez Rivera	Mcminnville		97128	United States	2025-05-09
Neil Frew	Seattle	OR	97114	United States	2025-05-09
miguel perez				United States	2025-05-09
Robert Thompson	Portland	OR	97229	United States	2025-05-10
Mark Jackson	McMinnville	OR	97128	United States	2025-05-10
Sunday Jackson	Mcminnville	OR	97128	United States	2025-05-10
Tanya Zeitler	Salem	OR	97305	United States	2025-05-11
Kyedae Anderson	Dayton	OR	97114-7211	United States	2025-05-11
Isabel Flores	Newport	OR	97365	United States	2025-05-12
Chelsea Fristoe	Lansing	MI	48910	United States	2025-05-13
Kaitlin Harwood	McMinnville	OR	97128	United States	2025-05-13
Jonathan Gibson	McMinnville	OR	97128	United States	2025-05-13
Emerson Cochran	Newberg	OR	97132	United States	2025-05-13
Jadey Holcomb	San Jose	CA	95112	United States	2025-05-13
Ezra Miller	McMinnville	OR	97128	United States	2025-05-13
Teresa Javier	Hillsboro	OR	97123	United States	2025-05-13

Zibby Spencer	McMinnville	OR	97128	United States	2025-05-13
Rolan Cranford	Hillsboro	OR	97123	United States	2025-05-13
Lindsey Cohen	McMinnville	OR	97128	United States	2025-05-13
Andrea Strandberg	Portland	OR	97217	United States	2025-05-13
Amber Hall	McMinnville	OR	97128	United States	2025-05-13
Theresa Crain	Newberg	OR	97132	United States	2025-05-13
Sandy Weller	McMinnville	OR	97128	United States	2025-05-13
Shanon Pettibone	McMinnville	OR	97128	United States	2025-05-13
David Holy	McMinnville	OR	97128	United States	2025-05-13
Gsil Dossett	Portland	OR	97213	United States	2025-05-13
Ashley Kallberg	Salem	OR	97301	United States	2025-05-13
Kiely Brady	Portland	OR	97202	United States	2025-05-13
Amanda McDonnell	Portland	OR	97213	United States	2025-05-13
Joshua Fong	Newberg	OR	97132	United States	2025-05-13
Jenny Wilson	Portland	OR	97236	United States	2025-05-13
Tomera Gibson	Ridgefield	WA	98642	United States	2025-05-13
Leslie Smith	McMinnville	OR	97128	United States	2025-05-13
Joannie Van Vlack	McMinnville	OR	97128	United States	2025-05-13
Katie Johnson	McMinnville	OR	97128	United States	2025-05-13
Rosemary Gibson	McMinnville	OR	97128	United States	2025-05-13
Quinn Caspers	McMinnville	OR	97128	United States	2025-05-13
Lahi Ota	McMinnville	OR	97128	United States	2025-05-13
Mary Acuff	McMinnville	OR	97128	United States	2025-05-13
Doris Towery	McMinnville	OR	97128	United States	2025-05-13
Jason L	McMinnville	OR	97128	United States	2025-05-13
Leann Hantze-Dickey	McMinnville	OR	97128	United States	2025-05-13
Katie Dunn	West Linn	OR	97068	United States	2025-05-13
Jessica Callahan	McMinnville	OR	97128	United States	2025-05-13
Sara Olsen	McMinnville	OR	97128	United States	2025-05-13
Chelsey Cucchiara	Portland	OR	97203	United States	2025-05-13
Kelsey McGarry	Amity	WA	97101	United States	2025-05-13
Lisa McCracken	McMinnville	OR	97128	United States	2025-05-13

Debrianna DeBolt	McMinnville	OR	97128	United States	2025-05-13
Heather Savidge	Mcminnville	OR	97128	United States	2025-05-13
Tanya Wethered	Portland	OR	97202	United States	2025-05-13
Amy Wilder	McMinnville	OR	97128	Portugal	2025-05-13
Mary Piper	McMinnville	OR	97128	United States	2025-05-13
Doug Bassett	McMinnville	OR	97128	United States	2025-05-13
Lee McCollins	Salem	OR	97301	United States	2025-05-13
Sarah McCarrick	McMinnville	OR	97128	United States	2025-05-13
Carla Thaler	Mcminnville	OR	97128	United States	2025-05-13
Susan Cook	McMinnville	OR	97128	United States	2025-05-13
Amanda Sampson	McMinnville	OR	97128	United States	2025-05-13
Kayla Longley	McMinnville	OR	97128	United States	2025-05-13
Rebecca Sturman	Portland	OR	97236	United States	2025-05-13
Stacey Edwards	Mcminnville	OR	97128	United States	2025-05-13
Chuck Rouse	McMinnville	OR	99206	United States	2025-05-13
Erika Marksbury	McMinnville	OR	97128	United States	2025-05-13
John Paul Bierly	McMinnville	OR	97128	United States	2025-05-13
Luke Edwards	Newberg	OR	97132	United States	2025-05-13
Kimberlee Gard	Mcminnville	OR	97128	United States	2025-05-13
Kayla Lowery	McMinnville	OR	97128	United States	2025-05-13
Nicole Amuzu	McMinnville	OR	97128	United States	2025-05-13
Jonathan Hendricks	McMinnville	OR	97128	United States	2025-05-13
Katie Ryder	Portland	OR	97232	United States	2025-05-13
Jerry Lebsack	McMinnville	OR	97128	United States	2025-05-13
Allisa David	Silverton	OR	97381	United States	2025-05-13
Gwen Dimmitt	Sheridan	OR	97378	United States	2025-05-13
Natalie Reed	McMinnville	OR	97128	United States	2025-05-13
Graham Rankin	McMinnville	OR	97128	United States	2025-05-13
Jessica Corbitt	Lincoln City	OR	97367	United States	2025-05-13
Noah DeBolt	McMinnville	OR	97127	United States	2025-05-13
Annie Negron	Somerville	MA	2145	United States	2025-05-13
Sapphire Perroni	McMinnville	OR	97128	United States	2025-05-13

Jim Maguire	Dayton	OR	97114	United States	2025-05-13
Nichole Trotter	Portland	OR	97222	United States	2025-05-13
Debbie Harmon Ferry	McMinnville	OR	97128	United States	2025-05-13
Angela Darrow Clauson	McMinnville	OR	97128	United States	2025-05-13
Polly Bilchuk	Portland	OR	97124	United States	2025-05-13
Tracy Palmer	McMinnville	OR	97128	United States	2025-05-13
Amy Halloran-Steiner	McMinnville	OR	97128	United States	2025-05-13
Valerie Allen	McMinnville	OR	97128	United States	2025-05-13
Casey Rich	McMinnville	OR	97128	United States	2025-05-13
Megan Mccrossin	Bothell	WA	98041	United States	2025-05-13
Jenny Johnson	McMinnville	OR	97128	United States	2025-05-13
Gabrial Allen	McMinnville	OR	97128	United States	2025-05-13
Julie Donnelly	Mcminnville	OR	97128	United States	2025-05-13
Ayden Larkin	Portland	OR	97232	United States	2025-05-13
Chris Taylor	Newberg	OR	97132	United States	2025-05-13
Dave Clauson	McMinnville	OR	97128	United States	2025-05-13
Debi Kruse	McMinnville	OR	97128	United States	2025-05-13
Mikayla Wallace	Portland	OR	97201	United States	2025-05-13
Jean Lay	McMinnville	OR	97128	United States	2025-05-13
Alicia Yoder	Mcminnville	OR	97128	United States	2025-05-13
Aleena Stephens	McMinnville	OR	97128	United States	2025-05-13
Rachel Woolley	McMinnville	OR	97128	United States	2025-05-13
Sara Longley	Portland	OR	97062	United States	2025-05-13
Katie Morrow	McMinnville	OR	97128	United States	2025-05-13
Angela Grace Merritt	McMinnville	OR	97128	United States	2025-05-13
Bethany Lee	Lafayette	OR	97127	United States	2025-05-13
Kathleen Thiede	McMinnville	OR	97128	United States	2025-05-13
Claire Moore	Mcminnville	OR	97128	United States	2025-05-13
Jade Dawson	McMinnville	OR	97128	United States	2025-05-13
Zamira Sanchez Rivera	Portland	OR	97267	United States	2025-05-13
Cheryl Martin	McMinnville	OR	97128	United States	2025-05-13
Sal Lopez	Portland	OR	97214	United States	2025-05-13

George S Zakaib, MD	Portland	OR	97236	United States	2025-05-13
Asher Larkin	Portland	OR	97201	United States	2025-05-13
Anika Strickland	McMinnville	OR	97212	United States	2025-05-13
Courtney Myatt	McMinnville	OR	97128	United States	2025-05-13
Jose Garcia	McMinnville	OR	97128	United States	2025-05-13
Deborah Garnett	Mcminnville	OR	97128	United States	2025-05-13
Kyle Dauterman	Portland	OR	97223	United States	2025-05-13
Amy Brown	McMinnville	OR	97128	United States	2025-05-13
Sydney Berkey	Salem	OR	97301	United States	2025-05-13
Ruth Hand	McMinnville	OR	97128	United States	2025-05-13
Courtney Penberthy	Tualatin	OR	97062	United States	2025-05-13
Kevin Davey	Newberg	OR	97132	United States	2025-05-13
Adeline Rich	McMinnville	OR	97128	United States	2025-05-13
andrew larkin	Seattle	WA	98160	United States	2025-05-13
Kathy Valach	McMinnville	OR	97128	United States	2025-05-13
Brian Gilbert	McMinnville	OR	97128	United States	2025-05-13
Shelley Brendle	McMinnville	OR	97128	United States	2025-05-13
Becka Morgan	McMinnville	OR	97128	United States	2025-05-13
Alexandra Scanlon-Wolla	McMinnville	OR	97128	United States	2025-05-13
Laura White	McMinnville	OR	97128	United States	2025-05-13
Taryn James	Salem	OR	97301	United States	2025-05-13
Brant Gates	Portland	OR	97202	United States	2025-05-13
Sarah Pancoast	McMinnville	OR	97128	United States	2025-05-13
Seana Cantu -Camden	Mcminnville	OR	97128	United States	2025-05-13
Sonda Martin	Newberg	OR	97132	United States	2025-05-13
Jocela Crawford	McMinnville	OR	97128	United States	2025-05-13
Emily Eaton	Amity	OR	97101	United States	2025-05-13
Annika Morse	Portland	OR	97236	United States	2025-05-13
Jessica Blanchard	Santa Clara	CA	95051	United States	2025-05-13
Linda Gilbert	Newberg	OR	97132	United States	2025-05-13
Patrick Thaler	Portland	OR	97128	United States	2025-05-13
Gayle Cynar	Portland	OR	97266	United States	2025-05-13

Michael Hodges	Newberg	OR	97132	United States	2025-05-13
Sandy Mennella	McMinnville	OR	97128	United States	2025-05-13
Mark Brendle	McMinnville	OR	97128	United States	2025-05-13
Arianne Reagor	Newberg	OR	97132	United States	2025-05-13
Isaac Mabbitt	Mcminnville	OR	97128	United States	2025-05-13
Katrina Hodges	Newberg	OR	97132	United States	2025-05-13
Julie Johnson	McMinnville	OR	97128	United States	2025-05-13
Hope Walter	McMinnville	WA	98041	United States	2025-05-13
Delores Towery	McMinnville	OR	97128	United States	2025-05-13
Lisa Watne	Mcminnville	OR	97128	United States	2025-05-13
William Fender-Westwind	McMinnville	OR	97128	United States	2025-05-13
Heather West	McMinnville	OR	97128	United States	2025-05-13
Jillian Tamber	McMinnville	OR	97128	United States	2025-05-13
Shannon Oddo	McMinnville	OR	97128	United States	2025-05-13
J Basinger	McMinnville	OR	97128	United States	2025-05-13
Sally L Godard	McMinnville	OR	97128	United States	2025-05-13
Anna Dahlvig	Helena	MT	59601	United States	2025-05-13
Silas Halloran-Steiner	McMinnville	OR	97128	United States	2025-05-13
Kimberly Morehouse	Beaverton	OR	97006	United States	2025-05-13
Ryan Neilan	Mcminnville	OR	97128	United States	2025-05-13
Caroline Calvano	Los Angeles	CA	90031	United States	2025-05-13
Deborah Wolfson	McMinnville	OR	97128	United States	2025-05-13
Danielle Deibel	McMinnville	OR	97128	United States	2025-05-13
Maya Bourgeois	Beaverton	OR	97003	United States	2025-05-13
Austin Nachbur	West Linn	OR	97068	United States	2025-05-13
Kym Brand	McMinnville	OR	97128	United States	2025-05-13
Kristin Binkerd	McMinnville	OR	97128	United States	2025-05-14
Deborah Parker	Portland	OR	97202	United States	2025-05-14
Lisa Wikum	Newberg	OR	97132	United States	2025-05-14
Tara Romero	McMinnville	OR	97128	United States	2025-05-14
Jordan Robinson	McMinnville	OR	97128	United States	2025-05-14
Tammie Snyder	McMinnville	OR	97128	United States	2025-05-14

ashley solis	Newberg	OR	97132	United States	2025-05-14
Judy Toliver	McMinnville	OR	97128	United States	2025-05-14
Chris Dahlvig	Dayton	OR	97114	United States	2025-05-14
Karen Long	McMinnville	OR	97128	United States	2025-05-14
Sierra Savage	Newberg	OR	97132	United States	2025-05-14

Liquor License Recommendation

BUSINESS NAME / INDIVIDUAL: Juniper Bar dba Conservatory Bar

BUSINESS LOCATION ADDRESS: 830 SE 1st St

LIQUOR LICENSE TYPE: Retail on-premises sales and consumption

Is the business at this location currently licensed by OLCC

Yes

No



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

_Conservatory Bar

Proposed business operations:

Ownership change

Indoor and outdoor consumption

Tritech Records Management System Check: Yes ☒ No ☐

Criminal Records Check: Yes ☐ No ☒

Recommended Action: Approve ☒ Disapprove ☐

Tim Symons

Chief of Police / Designee

City Manager / Designee



Local Government Recommendation – Liquor License

Per OAR 845-005-0304(3): The Commission requires an applicant for issuance of a new license issued under ORS chapter 471, to provide written notice of the application to the local government in the form of a complete, accurate, and legible Commission form.

The local government is as follows:

- (a) If the address of the premises proposed to be licensed is within a city's limits, the local government is the city.
- (b) If the address of the premises proposed to be licensed is not within a city's limits, the local government is the county.

INSTRUCTIONS:

Step 1: Applicant completes all of Section 1 (including top of Page 2).

Step 2: Applicant submits both pages of the form to the appropriate local government. NOTE: The local government may require additional forms and/or fees.

Step 3: Local government completes at least Section 2 and returns all pages of the form, or a copy thereof, to the applicant. The local government is allowed up to 45 days to complete Section 3.

Step 4: Applicant takes the form with at least Sections 1 and 2 completed and includes it with their CAMP application to meet the Local Government Recommendation document requirement. Submissions that do not have at least Sections 1 and 2 completed will not be accepted.

Step 5: The local government issues its final recommendation in Section 3 and returns the completed form to the applicant. If the applicant has already submitted their initial application via CAMP, they hold on to the final recommendation and provide it to their investigator, when requested. If they have not already submitted their application, they upload the fully completed Local Government Recommendation form with their initial application submission.

Applicants within the city of Portland ONLY: After completing the attached form, please follow these steps to complete the Local Government Recommendation process:

- Apply via the [City of Portland website](#).
- Once you have completed the application with the City of Portland, you will receive an email notifying you that your application has been accepted, usually within two business days. The email will contain an attachment titled "ABC Public Notice."
- Upload the ABC Public Notice document with your CAMP application to meet the Local Government Recommendation document requirement.

NOTE: This document only provides proof of submission. Once you receive your final recommendation from the City of Portland, you will need to provide that to your assigned OLCC investigator.



Local Government Recommendation – Liquor License

Annual Liquor License Types

Off-Premises Sales	Brewery-Public House
Limited On-Premises Sales	Brewery
Full On-Premises, Caterer	Distillery
Full On-Premises, Commercial	Grower Sales Privilege
Full On-Premises, For Profit Private Club	Winery
Full On-Premises, Non Profit Private Club	Wholesale Malt Beverage & Wine
Full On-Premises, Other Public Location	Warehouse
Full On-Premises, Public Passenger Carrier	

Section 1 – Submission – To be completed by Applicant:

License Information

Legal Entity/Individual Applicant Name(s): Juniper Bar

Proposed Trade Name: Conservatory Bar

Premises Address: 830 SE 1st, Street

Unit:

City: McMinnville

County: Yamhill

Zip: 97128

Application Type: ☐ New License Application ☒ Change of Ownership ☐ Change of LocationLicense Type: Full On Premises Sales- Commercial ☐ Additional Location for an Existing License

Application Contact Information

Contact Name: Alfredo Canas

Phone: [REDACTED]

Mailing Address: [REDACTED]

City: Sherwood

State: Oregon

Zip: 97140

Email Address: [REDACTED]

Business Details

Please check all that apply to your proposed business operations at this location:

- ☐ Manufacturing/Production
- ☐ Retail Off-Premises Sales
- ☒ Retail On-Premises Sales & Consumption

If there will be On-Premises Consumption at this location:

- ☒ Indoor Consumption ☒ Outdoor Consumption

- ☐ Proposing to Allow Minors

Section 1 continued on next page



Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): Juniper Bar

Proposed Trade Name: Conservatory Bar

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC.
Section 2 must be completed **by the local government** for this form to be accepted
with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name: McMinnville

Optional Date Received Stamp

Date Application Received: April 21, 2025

Received by: Tim Symons

Section 3 – Recommendation - To be completed by Local Government:

- ☐ Recommend this license be granted
- ☐ Recommend this license be denied (Please include documentation that meets [OAR 845-005-0308](#))
- ☐ No Recommendation/Neutral

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.



City of McMinnville
Public Works Department
Engineering
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7312

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: May 1, 2025
TO: Jeff Towery, City Manager
FROM: James Lofton, City Engineer
Logan Adams, Engineering Technician
SUBJECT: ARPA Midtown Basin Stormwater Project Contract Award

Report in Brief:

This action is the consideration of a resolution to award a public improvement contract in the amount of \$293,045.00 to Jesse Rodriguez Construction, LLC, for the construction of the ARPA Midtown Basin Stormwater Project, Project 2023-3.

Background:

In 2022 the City was successfully awarded an American Rescue Plan Act (ARPA) grant to help address repeated flooding events that have occurred near NE 13th Street & NE Galloway Street within the Midtown Stormwater Basin.

The ARPA Midtown Basin Stormwater Project has the primary goal of providing a solution that addresses as much of the flooding now as possible and a secondary goal to accommodate future master-planned projects. As the project has progressed in design, we have concluded that the secured funding is not enough to solve all the flooding issues, but we have been able to identify a significant section that acts as a capacity restriction or “bottleneck” that we can focus the project on. Focusing the project on that location will provide the best result with the limited funding and work seamlessly with future projects that will be able to resolve the remaining flooding concerns.

This project consists of installing approximately 577 linear feet of 30-inch diameter stormwater infrastructure using open-cut trenching between NE Irvine Street and NE Kirby Street. These improvements have been designed to help mitigate the localized flooding experienced at the intersection of NE 13th Street and NE Galloway Street by adding capacity to the Midtown Basin stormwater conveyance system. This will not fully address flooding issues within the Midtown Basin but will decrease it by approximately 49%.

Discussion:

On April 30, 2025, 18 bids were received, opened, and publicly read for the construction of ARPA Midtown Basin Stormwater Project, Project 2023-3. The bid results are as follows:

Bid #1 – MOORE EXCAVATION, INC -	\$ <u>506,760.00</u>
Bid #2 – CIVIL WEST CONSTRUCTION, LLC -	\$ <u>358,800.10</u>
Bid #3 – TURNEY EXCAVATING, INC -	\$ <u>341,884.00</u>
Bid #4 – LANDIS & LANDIS CONSTRUCTION, LLC -	\$ <u>477,736.00</u>
Bid #5 – ALPHA ENVIRONMENTAL SERVICES -	\$ <u>310,505.00</u>
Bid #6 – WILLAMETTE VALLEY EXCAVATING, LLC -	\$ <u>362,594.11</u>
Bid #7 – OWEN CONSTRUCTION, INC. -	\$ <u>21,945,967.09</u>
Bid #8 – SUBCOM EXCAVATION & UTILITIES, LLC -	\$ <u>460,000.00</u>
Bid #9 – LAWSON CORP -	\$ <u>358,999.00</u>
Bid #10 – SLE, INC. -	\$ <u>520,000.00</u>
Bid #11 – JESSE RODRIGUEZ CONSTRUCTION, LLC -	\$ <u>293,045.00</u>
Bid #12 – K&E EXCAVATING, INC. -	\$ <u>359,900.00</u>
Bid #13 – LYDA EXCAVATING, INC. -	\$ <u>462,329.00</u>
Bid #14 – PACIFIC EXCAVATION, INC. -	\$ <u>335,000.00</u>
Bid #15 – M.L. HOUCK CONSTRUCTION COMPANY -	\$ <u>356,550.00</u>
Bid #16 – PIHL INC. -	\$ <u>364,000.00</u>
Bid #17 – R.A. ROTH CONSTRUCTION & SON, INC. -	\$ <u>429,375.62</u>
Bid #18 – PACIFIC NORTH CONSTRUCTION -	\$ <u>327,000.00</u>

The construction Estimate for this work was \$427,545.00

The bids were checked for completeness, including a review of the following:

- Was the bid submitted, on time, in a properly sealed and labeled envelope?
- Was the Bid Form properly filled out and executed?
- Was a Bid Bond included?
- Was the First Tier Subcontractor Form turned in on time?

14 bids were complete and met the City's requirements. A detailed breakdown of the bids received is on file in the Engineering Department.

The bid from Jesse Rodriguez Construction, LLC, in the amount of \$293,045.00 was deemed to be the lowest responsive bid from a responsible bidder.

Attachments:

1. Resolution No. 2025-14
2. Project Vicinity Map

Fiscal Impact:

Funding for this project is included in the FY25 Wastewater Services Fund (75) and FY26 Stormwater Capital Fund (72) budget.

Recommendation:

Staff recommends that the City Council adopt the attached resolution awarding the public improvement contract for the construction of the ARPA Midtown Basin Stormwater Project 2023-3, in the amount of \$293,045.00, to Jesse Rodriguez Construction, LLC.

RESOLUTION NO. 2025-14

A Resolution authorizing the City Manager to enter into a contract with Jesse Rodriguez Construction, LLC, for the American Rescue Plan Act (ARPA) Midtown Basin Stormwater Project 2023-3.

RECITALS:

Whereas, At 1:00pm on April 30, 2025, 18 bids for the American Rescue Plan Act (ARPA) Midtown Basin Project 2023-3, were publicly opened and read aloud; and

Whereas, The low bidder, Jesse Rodriguez Construction, LLC. met all of the bid requirements, and should be considered the lowest responsive bid; and

Whereas, Funding for this project is included in the FY25 Wastewater Services Fund (75) budget and the FY26 Stormwater Capital Fund (72) budget.

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

1. That entry into a public improvement contract with Jesse Rodriguez Construction, LLC, in the amount of \$293,045.00, for the ARPA Midtown Basin Project 2023-3, is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the public improvement contract.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of May, 2025 by the following votes:

Ayes: _____

Nays: _____

Approved this 13th day of May 2025.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

Exhibit 'C' (Project Map)





City of McMinnville
Community Development Department
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7312
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: May 1, 2025
TO: Jeff Towery, City Manager
CC: Geoffrey Hunsaker, Public Works Director
CC: James Lofton, City Engineer
CC: David Renshaw, Public Works Superintendent
FROM: Matt Bernards, Project Manager
SUBJECT: 2025 Pavement Patching Contract Award

Report in Brief:

This action is the consideration of a resolution to award a public improvement contract in the amount of \$184,685.00 to Roy Houck Construction LLC for the construction of the 2025 Pavement Patching project, Project 2025-1.

Background:

In a continuing effort to improve the quality and service life of McMinnville's streets, this project will patch approximately 0.8 lane miles of residential street surfaces. The paving work is broken into 3 areas: NE Johnson St, NW Baker Creek Rd, and NW 2nd St. The project vicinity map (attachment 2) reflects the work areas covered by the contract.

Discussion:

On Wednesday, April 30, 2025, seven bids were received, opened, and publicly read for the construction of the 2025 Pavement Patching project. The bid results are as follows:

• Roy Houck Construction, LLC	\$184,685.00
• KNL Industries, Inc.	\$317,815.00
• North Santiam Paving Co.	\$330,360.00
• K & E Paving, Inc. dba H & H Paving	\$286,376.95
• Knife River Corporation	\$348,102.00
• Brix Paving	\$339,940.00

- S-2 Contractors, Inc.

\$335,670.00

The bids were checked for completeness, including a review of the following:

- Was the bid submitted, on time, in a properly sealed and labeled envelope?
- Was the Bid Form properly filled out and executed?
- Was a Bid Bond included?
- Were the project addenda acknowledged?
- Was the First Tier Subcontractor Form turned in on time?

All seven of the bids were complete and met the City's requirements. A detailed breakdown of the received bids is on file in the Engineering Department. A comprehensive copy of the bid tabs is shown in attachment 3.

The bid from Roy Houck Construction LLC, in the amount of \$184,685.00, was deemed to be the lowest responsible and responsive bid.

The project work is expected to start no earlier than July 1, 2025 and be completed by August 29, 2025.

Attachments:

1. Resolution 2025-16
2. Project Vicinity Map
3. Project Bid Results
4. Construction Contract

Fiscal Impact:

Project funding is included in the proposed FY25-26 Street Fund (20) budget for the project work.

Recommendation:

Staff recommends that the City Council adopt the attached resolution awarding the public improvement contract for the construction of the 2025 Pavement Patching project, Project 2025-1, in the amount of \$184,685.00, to Roy Houck Construction LLC.

RESOLUTION NO. 2025 - 16

A Resolution authorizing the City Manager to execute a contract for the 2025 Pavement Patching project, Project 2025-1, with Roy Houck Construction LLC.

RECITALS:

Whereas, in a continuing effort to improve the quality and service life of McMinnville's streets, the 2025 Pavement Patching project, Project 2025-1 ("the Project") will patch approximately 0.8 lane miles of residential street surfaces. The paving work is broken into 3 areas: NE Johnson St, NW Baker Creek Rd, and NW 2nd St.

Whereas, at 2:00pm on April 30, 2025, 7 bids for the Project, were publicly opened and read aloud. The bid from Roy Houck Construction LLC, in the amount of \$184,685.00, met all the bid requirements and should be considered the lowest responsible and responsive bid.

Whereas, project funding is included in the proposed FY25-26 Street Fund (20) budget for the pavement patching work.

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

1. That entry into a public improvement contract with Roy Houck Construction LLC, in the amount of \$184,685.00, with a substantial completion date of August 29, 2025 for the 2025 Pavement Patching project, Project 2025-1, is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the public improvement contract.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 13th day of May 2025 by the following votes:

Ayes: _____

Nays: _____

Approved this 13th day of May 2025.

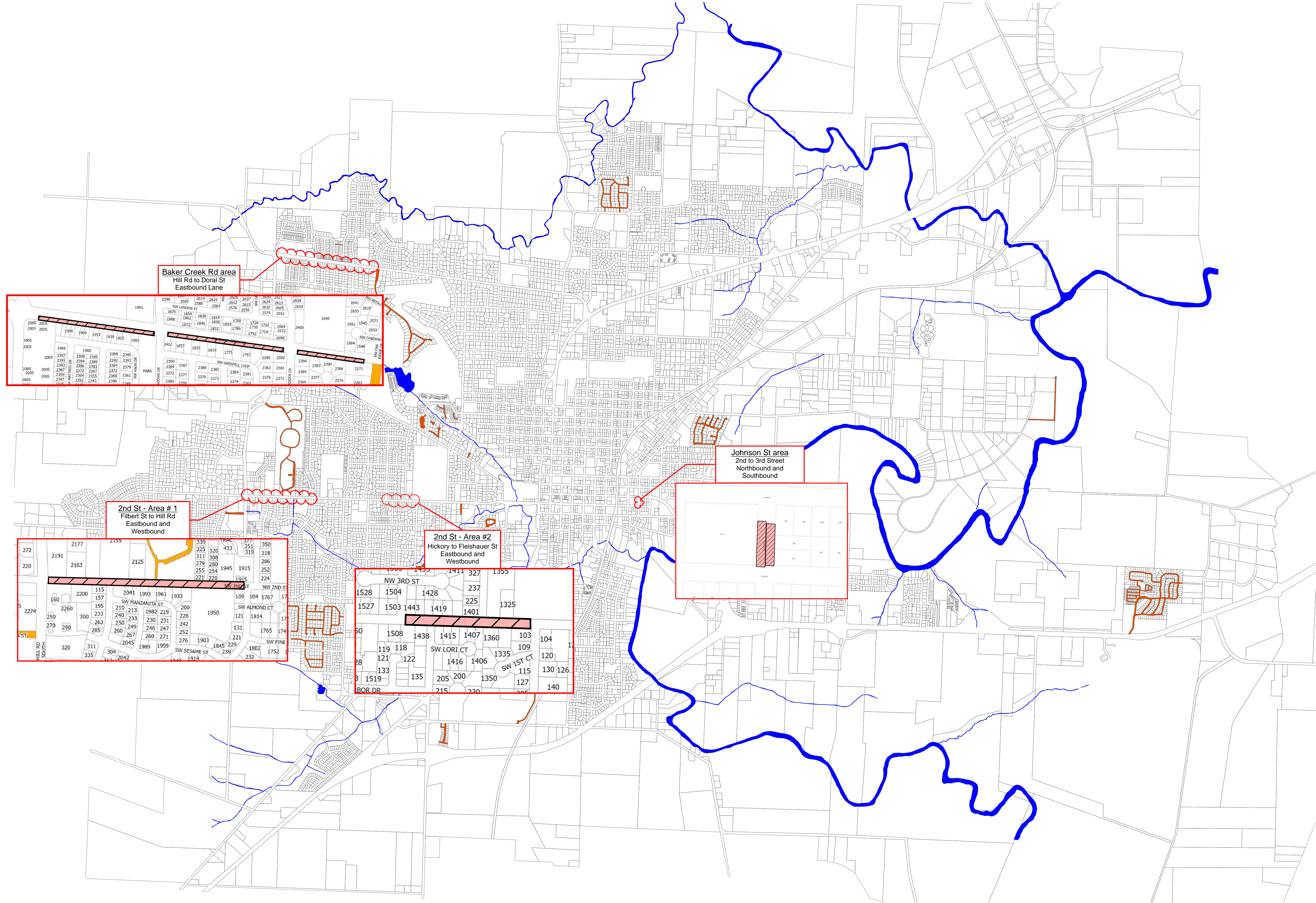
MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder



Baker Creek Rd area
Hill Rd to Doral St
Eastbound Lane

2nd St - Area #1
Filbert St to Hill Rd
Eastbound and
Westbound

2nd St - Area #2
Hickory to Fleishauer St
Eastbound and
Westbound

Johnson St area
2nd to 3rd Street
Northbound and
Southbound

CITY OF McMinnville, OREGON
ENGINEERING DEPARTMENT

2025 PAVEMENT PATCHING

PROJECT VICINITY

City of
McMinnville



2025 PAVEMENT PATCHING				Roy Houck Construction LLC		K&E Paving, Inc dba H&H Paving		KNL Industries, Inc		North Santiam Paving Co.		Brix Paving Northwest, Inc.		Knife River Corporation - Northwest		S-2 Contractors, Inc.	
BASE BID	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
	TEMPORARY FEATURES AND APPURTENANCES (00200)																
10	Mobilization (00210)	LS	ALL		\$ 10,000.00		\$ 39,000.00		\$ 20,000.00		\$ 33,000.00		\$ 22,000.00		\$ 31,000.00		\$ 23,000.00
20	Temporary Protection and Direction of Traffic (00221)	LS	ALL		\$ 12,000.00		\$ 22,000.00		\$ 20,000.00		\$ 16,000.00		\$ 36,000.00		\$ 53,000.00		\$ 24,700.00
	WEARING SURFACES (00700)																
30	6" Asphalt Concrete Pavement Repair (excludes AC) (00748)	SY	3,615	\$ 5.00	\$ 18,075.00	\$ 17.50	\$ 63,262.50	\$ 12.00	\$ 43,380.00	\$ 28.00	\$ 101,220.00	\$ 18.00	\$ 65,070.00	\$ 26.60	\$ 96,159.00	\$ 20.00	\$ 72,300.00
40	Level 3, 1/2" Dense WMAC (000744)	TN	1,251	\$ 110.00	\$ 137,610.00	\$ 126.95	\$ 158,814.45	\$ 185.00	\$ 231,435.00	\$ 140.00	\$ 175,140.00	\$ 170.00	\$ 212,670.00	\$ 133.00	\$ 166,383.00	\$ 170.00	\$ 212,670.00
50	Over-Excavation (per Details 37 & 38)	CY	20	\$ 350.00	\$ 7,000.00	\$ 165.00	\$ 3,300.00	\$ 150.00	\$ 3,000.00	\$ 250.00	\$ 5,000.00	\$ 210.00	\$ 4,200.00	\$ 78.00	\$ 1,560.00	\$ 150.00	\$ 3,000.00
TOTAL					\$ 184,685.00	TOTAL	\$ 286,376.95	TOTAL	\$ 317,815.00	TOTAL	\$ 330,360.00	TOTAL	\$ 339,940.00	TOTAL	\$ 348,102.00	TOTAL	\$ 335,670.00

Bid Complete & Signed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Addendum Acknowledged?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bid Bond & Power of Attorney?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1st Tier Submitted?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

CITY OF McMinnville

2025 Pavement Patching

Project No. 2025-1

CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the 2025 Pavement Patching Project No. 2025-1 (“Project”) is made and entered into on this _____ day of _____ 2025 (“Effective Date”) by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Roy Houck Construction LLC**, a(n) Oregon limited liability company (hereinafter referred to as “Contractor”).

RECITALS

WHEREAS, the City issued a formal Invitation to Bid for the Project described herein; and

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

WHEREAS, after reviewing all bids submitted in accordance with the Invitation to Bid, the City has determined this Contract shall be awarded to Contractor; and

WHEREAS, Contractor is prepared to perform this Contract in accordance with all the terms and conditions as set forth below, 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. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Invitation to Bid, Instructions to Bidders, Bid, Standard Construction Contract, Payment Bond, Performance Bond, Special Provisions, McMinnville General Conditions, all attached hereto, together with the Oregon Standard Specifications for Construction (2021 edition), published by the Oregon Department of Transportation, incorporated by this reference, and the provisions of Oregon Revised Statutes (ORS) 279C, as more particularly set forth in this Contract. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than August 29, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements and deliverable dates identified in the Contract Documents. All Work must be at Final Completion by no later than August 29, 2025. See **Section 222** for the definition of Final Completion

Section 3. Contractor’s Work

3.1. Contractor will perform the Work as more particularly described herein and in the other Contract Documents for the Project.

3.2. All written documents, drawings, and plans submitted by Contractor in conjunction with the Work shall bear the signature, stamp, or initials of Contractor’s authorized Project Manager. Any documents submitted by Contractor that do not bear the signature, stamp, or initials of Contractor’s authorized Project Manager, will not be relied upon by the City. Interpretation of plans and answers to questions regarding the Work given by Contractor’s Project Manager 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, Contractor’s Project Manager will provide such written documentation.

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

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

Section 4. Contract Sum, Retainage, and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor a not to exceed unit price of **ONE HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS (\$184,685.00)** for performance of the Work (“Contract Sum”). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Unit Prices are as more particularly described in the Contract Documents.

4.2. During the course of Contractor’s performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services beyond the Work described in the Contract Documents, Contractor shall provide such additional services and bill

the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 23**.

4.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice, less a **five percent (5%)** withholding for retainage. Retainage shall be as outlined in the Contract Documents and as specified under ORS 279C.550 to 279C.570. If the City disputes an invoice, the undisputed portion of the invoice will be paid by the City within the above timeframe, less the retainage. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section 22**.

4.4. Except as provided in **Section 8.2**, the Contract Sum includes the cost of all required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, permitting, and all other similar fees required to perform the Work on the Project.

4.5. The City will be responsible for the direct payment of required fees payable to governmental agencies, including but not limited to plan checking, land use, zoning, and all other similar fees resulting from this Project that are not specifically otherwise provided for in the Contract Documents.

4.6. Contractor's unit prices and Contract Sum are all inclusive and include, but are not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

4.7. Contract provisions regarding payment policies, progress payments, interest, etc. are as outlined in Special Provisions, McMinnville General Conditions, Oregon Standard Specifications for Construction (2021 edition) and in ORS 279C.570.

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore, not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective April 5, 2025, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: <https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from

the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

See **Contractor's Responsibilities** below and other Contract Documents for additional requirements and responsibilities regarding compliance with wage and hour laws and regulations.

Section 6. Filing of Certified Statement

As required in ORS 279C.845(7), the City will retain twenty-five percent (25%) of any amount earned by Contractor under the Contract until Contractor has filed the certified statements required in ORS 279C.845(1). The City will pay to Contractor the amount withheld within fourteen (14) days after Contractor files the required certified statements. As required in ORS 279C.845(8), Contractor shall retain twenty-five percent (25%) of any amount earned by a first-tier subcontractor on the Project until the first-tier subcontractor has filed with the City the certified statements required in ORS 279C.845(1). Before paying any amount withheld, Contractor shall verify that the first-tier subcontractor has filed the certified statement. Within fourteen (14) days after the first-tier subcontractor files the required certified statement, Contractor shall pay the first-tier subcontractor any amount withheld. Contractor shall require all other sub-subcontractors to file certified statements regarding payment of prevailing wage rates with the City.

Section 7. Reports to Department of Revenue

When a public contract is awarded to a nonresident bidder and the contract sum exceeds Ten Thousand Dollars (\$10,000), Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract sum, terms of payment, length of contract, and such other information as the Department may require, before the City will make final payment on the Contract.

Section 8. City's Rights and Responsibilities

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

8.2. If applicable, the City will pay the required Bureau of Labor and Industries fee of one-tenth of one percent (0.1%) of the Contract Sum, or as required by statute.

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

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

8.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2025-26. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 20**.

Section 9. City's Project Manager

The City's Project Manager is Matt Bernards. The City shall give Contractor prompt written notice of any re-designation of its Project Manager.

Section 10. Contractor's Project Manager

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

Section 11. Project Information

Except for confidential information designated by the City as information not to be shared, Contractor agrees to share Project information with, and to fully cooperate with, those corporations, firms, contractors, public utilities, governmental entities, and persons involved in 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 12. Duty to Inform

If at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, environmental concerns, or defects in the Project, Contract Documents, or Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Contractor has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Contractor shall give prompt written

notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Contractor shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the City's rights.

Section 13. Subcontractors and Assignments

13.1. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

13.2. The City shall have the right to enter into other agreements for the Project, to be coordinated with this Contract. Contractor 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. Contractor shall furnish other engineers, subcontractors, and affected public utilities, whose designs are fitted into Contractor's design, detail drawings giving full information so that conflicts can be avoided.

Section 14. Contractor's Responsibilities

In addition to the Contractor's Responsibilities set forth in the General Conditions and Supplementary Conditions included in the Contract Documents, Contractor also agrees to the following, some of which may also be set forth in the General Conditions:

14.1. Except as otherwise provided under ORS 30.265, the performance under this Contract is at Contractor's sole risk. All damages or loss to Work, equipment, or materials incurred during the performance of the Work shall be at Contractor's sole risk. Any injury to persons or property incurred during the performance of the Work shall be at Contractor's sole risk. The service or services to be rendered under the Contract are those of an independent contractor who is not an officer, employee, or agent of the City, as those terms are used in ORS 30.265. Notwithstanding the Oregon Tort Claims Act or provisions of any other contract, Contractor is acting as and assumes liability of an independent contractor as to claims between the City and Contractor. Contractor is solely liable for any workers compensation coverage, social security, unemployment insurance or retirement payments, and federal or state taxes due as a result of payments under the Contract. Any subcontractor hired by Contractor shall be similarly responsible. Contractor shall be liable to the City for any failure of any subcontractor(s) to comply with the terms of the Contract.

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

14.3. Contractor shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor's subcontractors also comply with, and be subject to, the provisions of this **Section 14** and meet the same insurance requirements of Contractor under this Contract.

14.4. Contractor must make prompt payment for any claims for labor, materials, or services furnished to Contractor by any person in connection with this Contract as such claims become due. Contractor 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 Contractor. If Contractor fails, neglects, or refuses to make prompt payment of any such claim, the City may 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 Contractor under this Contract. The City may also recover any such amounts directly from Contractor.

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

14.6. No person shall be discriminated against by Contractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City. Contractor shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the Contract or to the implementation of the Project. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations, and executive orders to the extent they are applicable to the Contract or the implementation of the Project: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules, and regulations; (b) Titles VI and VII of the Civil Rights Act of 1964, as amended; (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142; (e) Executive Order 11246, as amended; (f) the Health Insurance Portability and Accountability Act of 1996; (g) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (i) all regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

14.8. Pursuant with ORS 279C.505(2), by execution of this Contract, Contractor agrees to have an employee drug testing program in place at the time of executing the Contract, acknowledges that such a program will be maintained throughout the Contract period, including any extensions, and shall demonstrate to the City that such drug testing program is in place. The failure of Contractor to have, or to maintain, such a drug-testing program is grounds for immediate termination of the Contract. Contractor shall require each subcontractor providing labor for the Project to also comply with this drug testing program requirement.

14.9. Contractor agrees that the City shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to selection of which employees to test and the manner of such testing. The City shall not be liable for Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy or for any damage or injury caused by Contractor's employees acting under the influence of drugs while performing Work covered by the Contract. These are Contractor's sole responsibilities, and nothing in this provision is intended to create any third party beneficiary rights against the City.

14.10. Contractor is solely responsible for ensuring that any subcontractor selection and substitution is in accordance with all legal requirements. The City shall not be liable, either directly or indirectly, in any dispute arising out of Contractor's actions with regard to subcontractor selection and/or substitution.

14.11. Contractor shall make payment promptly, as due, to all parties supplying to such Contractor labor or material for the prosecution of the Work provided for in the Contract Documents, and shall be responsible for payment to such persons supplying labor or material to any subcontractor.

14.12. By execution of this Contract, as required by ORS 305.385(6), Contractor certifies under penalty of perjury that to the best of Contractor's knowledge, Contractor is not in violation of any tax laws described in ORS 305.380(4).

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

14.14. Contractor agrees that if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the

person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

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

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

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

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

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

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

14.18. For personal/professional service contracts, as designated under ORS 279A.055, instead of 14.16.1, 14.16.2, and 14.16.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

14.19. Contractor shall follow all other exceptions, pursuant to ORS 279B.235 (for non-public improvement contracts) and ORS 279C.540 (for public improvement contracts), including contracts involving a collective bargaining agreement, contracts for services, and contracts for fire prevention or suppression.

14.20. Contractor must give notice to employees who work on a public contract, in writing, either at the time of hire or before commencement of Work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

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

14.22. Contractor, its subcontractors, and all employers working under the Contract are subject employers under the Oregon Workers Compensation Law and shall comply with ORS 656.017 and provide the required workers compensation coverage, unless otherwise exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

14.23. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws, municipal codes, regulations, rules, and ordinances, including but not limited to those dealing with public contracts (ORS Chapter 279C) and with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. To the extent that known environmental and natural resource risks are specifically noted, shown, or specified in the Contract Documents or on the construction drawings, such risks are allocated to Contractor pursuant with ORS 279C.525(8)(a). If new or amended statutes, ordinances, rules, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection which requires compliance with federal, state, or local laws, codes, or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

14.24. Contractor shall be liable for any fine imposed against Contractor, the City or the 'Project' as a result of a violation of any laws or permitting requirements by Contractor or any of its subcontractors or their sub-subcontractors or any suppliers.

14.25. Pursuant to ORS 279B.055, Contractor shall use recyclable products to the maximum extent economically feasible, and in full conformance with the Contract Document Specifications, in the performance of the Work.

Section 15. Subcontractor Requirements

15.1. If subcontractors are permitted, Contractor's relations with subcontractors shall comply with ORS 279C.580. Pursuant with ORS 279C.580(3), each subcontract for property or services that Contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract, shall include:

15.1.1. A payment clause that obligates Contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within ten (10) days out of such amounts as are paid to Contractor by the City under the public improvement contract; and

15.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 15.1.1** above. A contractor

or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

15.2. Contractor shall include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 15.1.1 and 15.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

15.3. Contractor shall certify that all subcontractors, as described in ORS 701.005(2), will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 or 701.026, respectively, before the subcontractors commence Work under the Contract.

15.4. In no event shall any subcontract be awarded to any person or entity debarred, suspended, or disqualified from federal, state, or municipal contracting.

15.5. Contractor shall include this Contract by reference in any subcontract and require subcontractors to perform in strict compliance with this Contract.

15.6. Pursuant with ORS 279C.510(1), if this Contract calls for demolition work, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective.

15.7. Pursuant with ORS 279C.510(2), if this Contract calls for lawn or landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

15.8. Contractor shall be responsible for the immediate clean-up, remediation, reporting, and payment of fines, if any, related to the release of any hazardous substance or material by Contractor or any subcontractor.

Section 16. Indemnity

16.1. Refer to the City of McMinnville standard 00100 General Conditions section 00170.72 – Indemnity/Hold Harmless attached with the Bid / Contract Documents.

Section 17. Insurance

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

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

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

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

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

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

17.1.5. Additional Insured & Termination Endorsements. Additional Insured coverage under Contractor's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of McMinnville, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written

notification of any termination or major modification of the insurance policies required hereunder.

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

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

Section 18. Bonding Requirements

18.1. Payment and Performance Bonds. Contractor shall obtain a Payment Bond and a Performance Bond, each in a form acceptable to the City and from a surety acceptable to the City, and each in the full amount of the Contract Sum.

18.2. Bond Claims. Any notice of claim on a payment or performance bond or public works bond shall comply with the requirements of ORS 279C.605.

Section 19. Warranty

19.1. Contractor shall provide a full warranty for all Work for a period of **1 year** from the date of Final Acceptance of all Work.

19.2. In addition to, and not in lieu of, any other warranties provided by various manufacturers and suppliers, Contractor fully warrants all Work for a period of **1 year** from the date of Final Acceptance of the Work and shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City's Project Manager and at no cost to the City, any and all defects, breaks, or failures of the Work occurring within **1 year** following the date of completion due to faulty or inadequate materials or workmanship. Repair of damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of Contractor in performing Contractor's duties and obligations under this Contract, is also covered by the warranty when such defects or damage occur within the warranty period. The **1 year** warranty period shall, with relation to such required repair, be extended **1 year** from the date of completion of such repair.

19.3. If Contractor, after written notice, fails within **ten (10) days** to proceed to comply with the terms of this section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in

the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

19.4. Current State Law (ORS 12.135) provides for a ten (10) year period, from the time of Substantial Completion, for the City to file a claim for repairs of defective Work due to Contractor's improper use of materials and/or workmanship, and Contractor agrees it is bound thereby.

Section 20. Early Termination; Default

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

20.1.1. By mutual written consent of the parties;

20.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Contractor by mail or in person. The City retains the right to elect whether or not to proceed with actual construction of the Project; or

20.1.3. By the City if Contractor breaches this Contract and fails to cure the breach within ten (10) days of receipt of written notice of the breach from the City.

20.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Contractor shall be liable for all costs and damages incurred by the City as a result of the default by Contractor, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Contract. This Contract shall be in full force to the extent not terminated by written notice from the City to Contractor. In the event of a default, the City will provide Contractor with written notice of the default and a period of ten (10) days to cure the default. If Contractor 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 Contract and seek remedies for the default, as provided above.

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

20.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, referred to in **Section 26**, for which Contractor has received payment or the City has made payment.

Section 21. Suspension of Work

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

Section 22. Final Completion and Liquidated Damages

22.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is complete, and create a project corrections list ("punch list") of any remaining items to be completed before the Final Completion date of August 29, 2025. All punch list items must be fully addressed and corrected on or before the Final Completion date.

22.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if all Work is not fully completed by August 29, 2025 plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount of Five-Hundred Dollars (\$500.00) per day for each and every day that expires after **August 29, 2025**. Retainage will not be released before Final Completion is established.

22.3. The parties further agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate. In addition to the liquidated damages above, Contractor shall reimburse the City for all costs incurred by the City for engineering, inspection, and project management services required beyond the time specified for Final Completion. Contractor shall also reimburse the City for all costs incurred for inspection and project management services required due to punch list items not completed within the time allotted for Final Completion. If Contractor fails to reimburse the City directly, the City will deduct the cost from Contractor's final pay request.

22.4. Contractor will not be responsible for liquidated damages or be deemed to be in default by reason of delays in performance due to circumstances beyond Contractor's reasonable control, including but not limited to strikes, lockouts, severe acts of nature, or actions of unrelated third parties not under Contractor's direction and control that would preclude any reasonable Contractor from performing the Work ("Force Majeure"). In the case of the happening of any Force Majeure event, the time for completion of the Work will be extended accordingly and proportionately by the City, in writing. Poor weather conditions, unless extreme, lack of labor, supplies, materials, or the cost of any of the foregoing shall not be deemed a Force Majeure event.

Section 23. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 4** of this Contract, or changes or modifies the Work described in the Contract Documents or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order 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 Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor 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 Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

Section 24. Dispute Resolution

In the event of a dispute concerning performance of this Contract, the parties agree to meet to negotiate the problem. If such negotiation fails, the parties will mediate the dispute using a professional mediator, and the parties will split the cost. If the dispute cannot be resolved in either of the foregoing ways within thirty (30) days, either party may file suit in Yamhill County Circuit Court. In the alternative, at the City's election, the parties may follow the dispute resolution procedures found in the Special Provisions.

Section 25. Access to Records

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

Section 26. Property of the City

26.1. 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 Contractor under this Contract 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 Contractor as creator of such work shall be conveyed to the City upon request without additional compensation.

26.2. Contractor 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 Contractor pursuant to this Contract without the express written permission of Contractor.

Section 27. Notices

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

To City: City of McMinnville
Attn: Matt Bernards
231 NE Fifth Street
McMinnville, OR 97128

To Contractor: Roy Houck Construction LLC
Attn: Tyler Stice
4444 22nd Ave NE
Salem, OR 97301

Section 28. Miscellaneous Provisions

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

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

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

28.4. Adherence to Law. This Contract shall be subject to, and Contractor shall adhere to, all applicable federal, state, and local laws (including the McMinnville Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Contractor is required by law to obtain or maintain in order to perform the Work described in this Contract shall be obtained and maintained throughout the term of this Contract.

28.5. 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.

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

28.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Contract or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, 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 Contract, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

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

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

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

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

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

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

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

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

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

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

28.18. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Specifications and Contract Documents.

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

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

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

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

CONTRACTOR:

By: _____

Print Name: _____

As Its: _____

Employer I.D. No. _____

CITY:

CITY OF McMinnville

By: _____

Print Name: _____

As Its: _____

APPROVED AS TO FORM:

David Ligtenberg, City Attorney
City of McMinnville, Oregon



**City of
McMinnville**

**City of McMinnville
Parks and Recreation Department**

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

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: May 13, 2025
TO: Mayor and City Council
FROM: Jeff Towery, City Manager and Susan Muir, Parks and Recreation Director
SUBJECT: Culture, Parks and Recreation (CPR) Project – General Obligation Bond discussion and possible motion.

Report in Brief:

For a comprehensive look at background information and the 6 year process for this project, please see the project web page at <https://iheartmac.org/en/projects/cpr-bond>.

The CPR PAC (Culture, Parks and Recreation Political Action Committee, a group of community volunteers) has requested City Council work to put a capital bond measure for a project under \$100 million before the voters in November 2025 (Attachment A).

Note: Neither this City Council, nor previous council's, have set a target election date or target budget for the project.

If Council directs staff to work towards putting a capital bond on the ballot in November 2025 with a project cost cap of \$100 million, Council will still have future opportunities to refine the proposal, and will still have the opportunity at a later date to decide (through a vote on a resolution) whether or not to place it on the ballot.

This action does not put a measure on the November 2025 ballot.

What this action does is provide minimal direction to staff to align city resources behind this project and move the CPR project forward (which was paused by staff due to recent budget shortfalls) alongside the CPR consultants (bond counsel, municipal advisor) and the CPR PAC. Additional questions regarding refined costs, amenities, fees, maintenance standards and funding can all be brought forward once City Council lands on an election date.

Background:

An advocacy group of volunteers for this project, the CPR PAC, is requesting City Council provide clarity about timing and direct staff to prepare accordingly.

The CPR PAC has indicated they are voluntarily working on a proposal to cap the project price tag at \$100 million. They are also beginning to invest more in community education and fundraising to support the project moving forward. As the staff work and volunteer work begins to intensify, and dates and deadlines loom for a November 2025 election, essentially a go/no-go decision by City Council will provide needed clarity for all.

Discussion:

This project has faced years of uncertain timing, caused by several unforeseen factors. A global pandemic, budget shortfalls, property negotiations, new revenue measures (city service charge and fire districting), national and local elections, the economy and government trust issues have all compounded the challenge of finding the right time to put a measure forward like this. However, the need to address deferred maintenance and unmet community expectations continues to grow as city buildings further deteriorate and become more difficult to program for recreation, and harder to fix and sustain. In addition, cost estimates, purchase and sale agreements and community support levels all have a shelf life that the staff is mindful of. Setting a target election date and maximum project budget will help move the project to the next step and allow volunteer and city resources to be used effectively pursuant to council direction.

Should council desire to bring this bond measure before the voters at the November special election, all FINAL ballot language will be due to the Yamhill County Elections Official no later than **August 16, 2025.**

Fiscal Impact:

Over the last 6 years, the City Council has invested approximately \$370,000 in these facility conversations that included a project feasibility study, the MacPAC concept plan, property appraisals, polling, communications, and a conceptual operating budget.

In the FY 24/25 budget, City Council authorized an additional \$359,000 for the project. Due to necessary budget reductions, City staff has stopped working on the project and utilized the remaining (approximately) \$350,000 for the project allocated in FY 24/25 to close the General Fund budget shortfall.

There are three types of costs to move forward with a November 2025 election:

- 1. Reimbursable costs:** the consultant costs for legal and financial expertise to put a bond on the ballot are eligible to be paid through bond proceeds (*if the bond passes, these costs will be covered through the loans*):

- Bond Counsel costs to draft the ballot language and explanatory statement
- Municipal Advisor costs to prepare the bonds for sale and determine tax rates should the voters pass the bond.

(According to the contracts with these consultants, if the bond measure goes forward on the ballot but does not pass, the City will not be charged for their time.)

- 2. Prioritizing existing resources**, currently, there are very limited resources available that are not specifically aligned to support a bond as a citywide priority over the next six months. However, with direction from the Council, these resources could be realigned to move forward this initiative. Those include:

- The City Recorder obligations as the city's election officer (filing measures, coordinating with the County Clerk, preparing language, etc.)
- The City Attorney in reviewing and advising bond counsel and city staff work product.
- The City Finance Director as an advisor and conduit to ensure the city's municipal advisor and bond counsel have the appropriate city framework and information included in their work.

- The City Manager setting City Council agendas and coordinating internal city resources behind the project.
- The CPR Project Manager (on hourly workback as a consultant), the new Parks and Recreation Director and Managers.
- The Executive Team in timing and prioritizing other city projects accordingly in alignment with this council priority.
- The cost to put the measure on the ballot during a special election cycle, which is approximately \$150,000.

3. Staff also recommends for the highest likelihood of success, City Council consider funding:

- Communications (city wide mailer, mirroring the City's the Fire District efforts) and polling = approximately \$100,000. This will also require coordination and support from the City's Communication Manager.

Recommendation:

Staff has identified real or perceived *challenges, unknowns and opportunities* with a November 2025, that could factor into the council's decision:

- Potential change in council direction, or lack of support, behind past council decisions of building one new joint facility at the Miller Property location (currently real)
- Staff resources and time, including the upcoming retirement of the Parks and Recreation Director, who has eliminated this as a real barrier by offering to work back on this project for the November 2025 election (perceived)
- City Council's level of active support and backing of the bond (unknown)
- Community tolerance, acceptance, trust and support for a capital bond (real)
- Inflation and cost unknowns due to tariffs and other economic factors (real)

A unique and perhaps underestimated very real opportunity exists for this timing as well, which is a large, motivated, collaborative, supportive volunteer community group that is working hard to support this effort and appears poised and resourced to continue the work. In the experience of city staff, the motivation, energy and commitment from this group is not common and staff is grateful for their work.

Staff recommends the council decide if they want a general obligation bond of under \$100 million for the CPR project on the ballot in November 2025.

Suggested motions for consideration:

1. I move to direct staff to bring forward the necessary framework and required City Council actions to put a general obligation bond in alignment with the CPR PAC recommendation of a project under \$100 million on the ballot in November 2025.
2. I move to direct staff to contact the CPR PAC and let them know a general obligation bond will not move forward in November 2025.

If the City Council does direct staff to prepare for a November 2025 election (suggested motion #1), the next steps will be for staff, the CPR PAC, and bond counsel to prepare and return to the City Council with more information and specifics.

Attachments:

A: CPR PAC testimony submitted 4.21.2025

B: Election information and timing

Dear Mayor Morris and Council Members,

On behalf of the Culture, Parks and Recreation PAC, we want to express our sincere appreciation for the time, energy, and thoughtful consideration you have already devoted to exploring the possibility of a new recreation center for our community. Your ongoing efforts to address the state of our aging and deteriorating facilities have not gone unnoticed, and we commend each of you for recognizing the need to act.

In light of the feedback we've heard from Council and the community, we have revised the proposed scope of the project to ensure it is both realistic and fiscally responsible. The current recommendation outlines a plan that keeps the total cost under \$100 million, while attempting to give us a building that has all of the necessary amenities, and gives options for future expansion. As a PAC, and at no expense to the city, we have been compiling plans of similar buildings in other communities and using updated pricing data to give you an outline of a building scope that contains most of the needs of the community, while staying under the \$100 million target, as we understood this was an important threshold from several of you.

However, we need to move this process forward. Our organization has already started receiving donations from citizens excited to support this vision and vote on the bond in November. Getting the bond on the ballot takes time.

We reviewed the timeline required to place a bond measure on the ballot. We understand from city staff that the next step is for the Council to direct staff to begin preparing the materials necessary for your review. This action is a procedural step—it is not a vote for or against the measure itself. Rather, it allows city staff to begin gathering the information, data, and draft language required for the Council to make an informed decision at a later date. To make sure staff has enough time to prepare these materials this vote needs to happen at your next council meeting on May 13th.

We are mindful of the many important budget decisions currently before you and recognize the pressure of competing priorities. However, allowing staff to begin this preparatory work comes at a minimal cost and is essential to keep the process moving forward.

Thank you again for your continued service and dedication to the community. We respectfully urge you to support the resolution to direct staff to begin this important next step.

Culture, Parks, and Recreation PAC

City Referral Process in a nutshell:

1. Council decides if Nov. 2025 election is the goal for a GO Bond for a new rec. center. Then Directs staff to work on steps 1-9
2. Council adopts resolution to place question on the ballot for the voters to decide.
3. Resolution is filed with elections official (***deadline:*** 61st day prior to an election)
4. Council **may** prepare a ballot title for referral at same time as the resolution
 - If **do** prepare ballot title, submit form SEL 805 text for referral must be filed at same time.
 - If choose **not** to prepare ballot title, city attorneys prepares ballot title
5. City Attorney prepares ballot title (***deadline:*** 5 business days after receipt)
6. Publication of ballot title
7. Challenge Process (***deadline:*** 7 business days
8. City Recorder submits SEL 802 to County Clerks office (***deadline:*** 61st day prior to an election)
9. County assigns measure number

2025 Local Elections Calendar - REFERRAL

August 15 (81st day before the election) –
Last Day for Council to file ballot title or
referral text

September 4 (61st day before the
election) – Last Day to file SEL 802 with
County (*upon completion of ballot title
challenge process – challenge process is 7
business days*)

September 8 – Last Day to file arguments
with County for voter's pamphlet

November 4 – Election Day

From: [Kevin Chambers](#)
To: [Mayor Kim Morris](#); [Sal Peralta](#); [Chris Chenoweth](#); [Daniel Tucholsky](#); [Zack Geary](#); [Jessica Payne](#); [Scott Cunningham](#); [Susan Muir](#); [Jeff Towery](#); [Claudia Cisneros](#)
Subject: CPR PAC Building Concept
Date: Wednesday, May 7, 2025 3:17:16 PM
Attachments: [We sent you safe versions of your files.msg](#)
[Culture Parks and Recreation Pac Concept.pdf](#)

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

This message originated outside of the City of McMinnville.

Hello All,

Please see attached a concept proposal from the PAC for a recreation and aquatic facility. The cover letter in the documents explains our thinking about this document.

We wanted to send this out before the meeting on the 13th so you have plenty of time to review it.

Please let me know if you have any questions.

Culture, Parks, and Recreation Political Action Committee

To McMinnville City Council and Mayor Morris,

On behalf of the Culture, Parks, and Recreation Political Action Committee (CPR PAC), I am pleased to submit the enclosed concept proposal for your review and consideration. This proposal outlines a vision for a community-centered recreation and aquatic facility to be funded by a general obligation bond measure, which we suggest be placed on the November, 2025 ballot.

The concept, which reflects input gathered through conversations with council members, the mayor's office, and community stakeholders, presents a thoughtfully scaled 50,000 square foot facility estimated at approximately \$96 million. Key features include a competition pool, warm water pool, multi-sport gymnasium with two courts, fitness spaces, child care, and community rooms—spaces we believe will serve diverse needs and support physical and mental wellness, equity, and quality of life in McMinnville for decades to come.

We would like to highlight that these numbers are rough estimates done by the PAC. We have worked to ensure this proposal is both fiscally responsible and grounded in real-world comparisons with similar projects across Oregon. It is a document designed to be a proof of concept: That a 50,000 square foot building could reasonably be built for under \$100 million, and aligns with current community priorities while preparing a facility that is adaptable and sustainable in the long term.

We tried to be conservative with our estimates. We don't want to ask voters to vote on promises and get something they were not expecting because costs went up. We have added additional contingencies to help cover these potential costs. The city has been working with Opsi through this process to get cost estimates. Just from 2023 to 2025 their projected costs went up 39%. From 2019, when council originally voted to move this project forward, costs have gone up over 100%.

We respectfully request the Council's support in moving this initiative forward and welcome the opportunity to further discuss details and next steps. Thank you for your leadership and your commitment to the vitality of McMinnville.

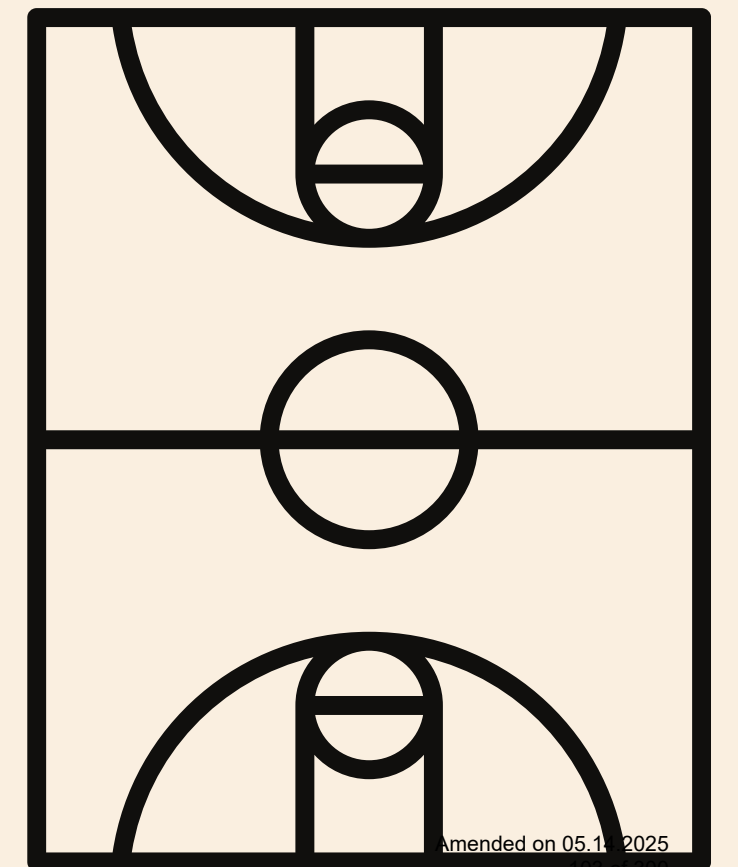
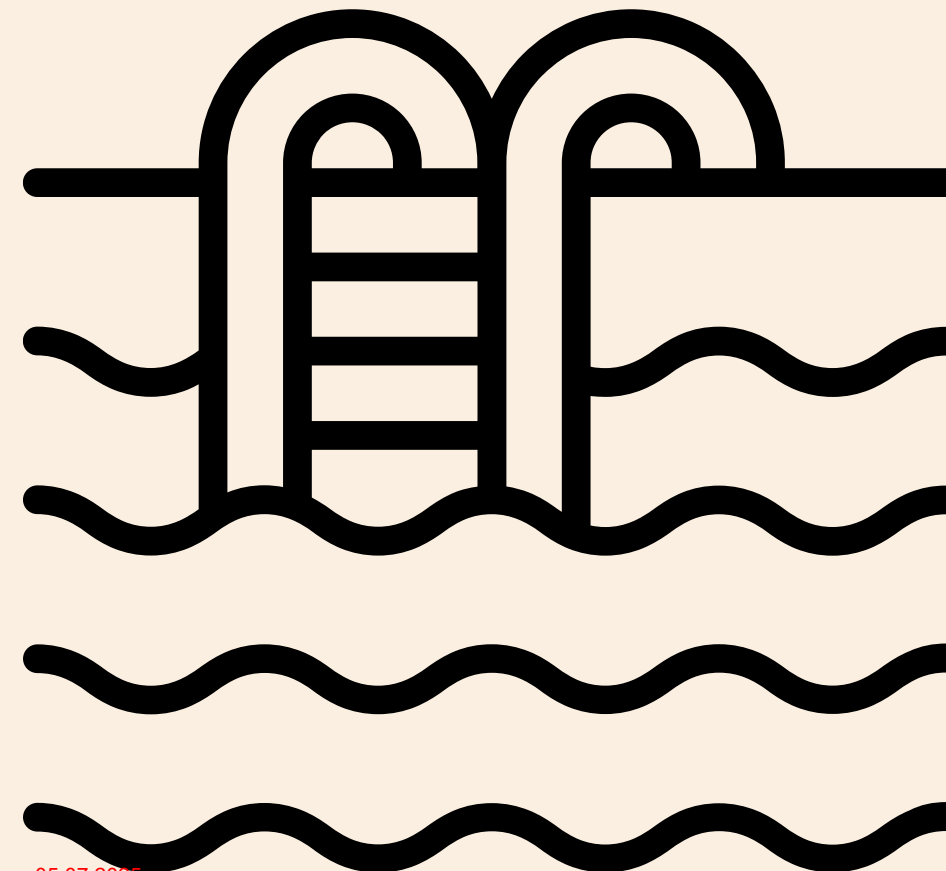
The Culture, Parks, and Recreation Political Action Committee.

Proposal for \$100 Million Facility

Concept for a 50,000
sqft building

Presented To:

McMinnville City Council and Mayor Morris



Priorities



Based on our conversations with council, the mayor, and other community members

- | | | | |
|---|------------------------------|---|--------------------------|
| 1 | Competition Pool | 5 | Child Care |
| 2 | Warm Water Pool | 6 | Group Workout/Gymnastics |
| 3 | Indoor basketball/sports gym | 7 | Office Admin |
| 4 | Cardio/Weight Gym | | |

Cost Increases

Data from Opsis
estimates based on a
125,000 sqft facility

39% Increase

2023

2025

\$111,400,000
615 per sqft

\$155,000,000
825 per sqft

Process for Cost Estimate



New Project Cost



New Square Ft =	50,000
Total Constuction Cost	\$70,887,929.81
Land Purchase	\$5,000,000.00
20% Contigency	\$14,177,585.96
Outdoor Work	\$6,000,000.00
Total Project	\$96,065,515.78

Rough Estimate - Use of Space



New Project Size = 50,000 Sq Ft	
	Square Footage
Pool	22,000
Basketball Courts	12,000
Locker rooms	2,500
Work Out Gym	3,500
Group Exercise	2,000
Office Admin	2,000
Mech	3,000
Lobby Space	1,500
Child Care	800
Community Room	700
Total	50,000

Size Comparisons of Important Facilities (in sqft)

Comparison Projects	Aquatics	Sports Gym	Cardio/Weights	Group Exercise
McMinnville Current	20,000	8,874	1,250	3,900
Macpac Recommendation	30,000	16,224	14,000	2,500
Happy Valley	16,250	10,863	4,800	1,851
Lake Oswego	25,700	7,250	3,750	2,000
Chehalem	25,000	8,400	3,657	2,200
Medford	39,780	76,781	6,000	6,000
Redmond, OR	15,000	18,000	3,500	3,000
New Propsal	22,000	12,000	3,500	2,000

Cost Increases

Adjusting costs from similar projects to current prices, looking at construction costs, removing, land purchase and additional contingency costs

Comparison Projects	Total Size	Year	Original Cost	2025 Cost
Macpac Recommendation	125,000 Sqft	2023 Opsis Estimate	\$111 Million	\$155 Million
Happy Valley	65,350	2025 Proposed Bond	\$60 Million	\$60 Million
Lake Oswego	62,900	Bond Passed 2019	\$37 Million	\$59 Million
Chehalem	40,267	Bond Passed 2014	\$19.9 Million	\$33.9 Million
Medford	76,781	Built 2022	\$75.7 Million	\$106 Million
Redmond, OR	74,500	Bond Passed 2022	\$49 Million	\$68.11 Million
New Propsal	50,000			\$71 Million

MACPAC Recommendation

- 1 Entry Lobby
- 2 Afterschool / Youth
- 3 Multi-Purpose Room
- 4 Crafts Classroom
- 5 Indoor Playground
- 6 Childwatch
- 7 Lounge
- 8 Administrative Offices
- 9 Reception / Control Point
- 10 Gymnastics
- 11 Multi-Purpose Gymnasium
- 12 Locker Rooms
- 13 50M x25Y Competition Pool
- 14 Recreation pool
- 15 Outdoor Aquatics
- 16 Wet Classroom
- 17 Enclosed Courtyard
- 18 Enclosed Service Yard

LEVEL 1	91,519 SF
LEVEL 2	33,217 SF
TOTAL	124,736 SF



	AQUATICS		COMMUNITY SPACES		ADMINISTRATIVE
	AQUATICS		RECREATION SPACES		CIRCULATION
	COMMUNITY SPACES		LOUNGE		BUILDING SUPPORT

LEVEL-1 FLOOR PLAN

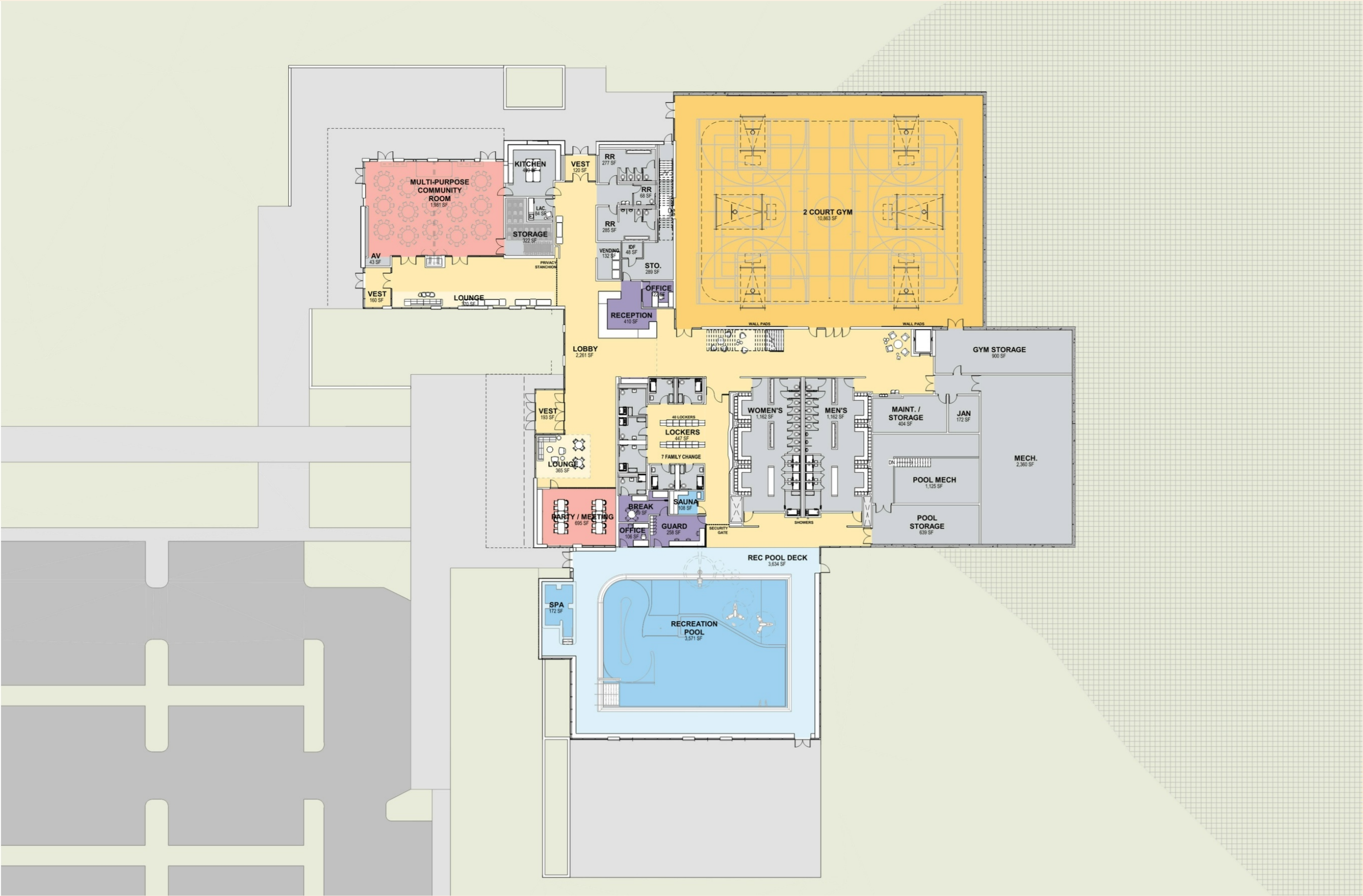
Happy Valley

Level 1

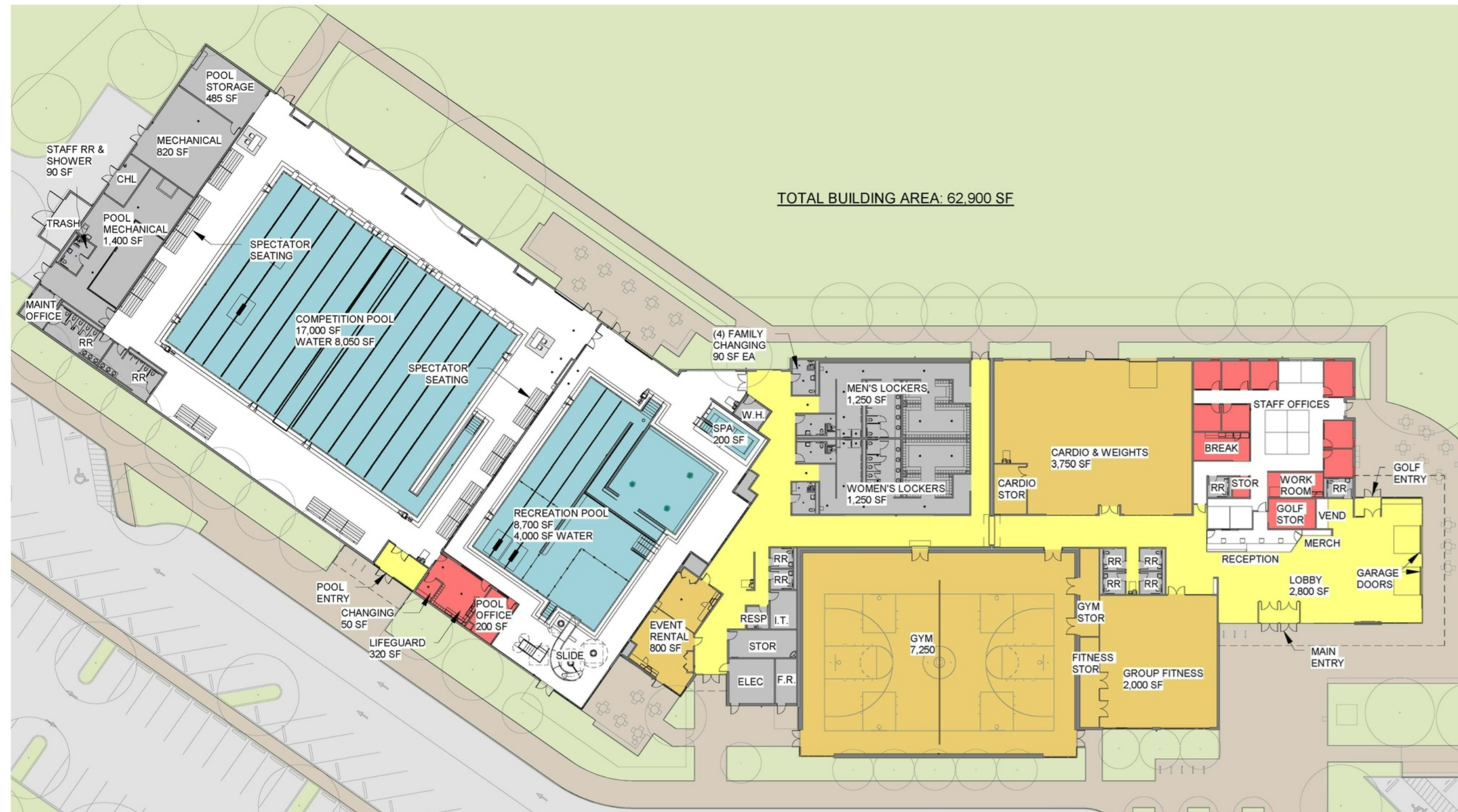
Total Area - Phase 1

Level 1	44,860 sf
Level 2	20,490 sf
	65,350 sf

- ACTIVITY SPACES
- ADMINISTRATIVE SPACES
- AQUATICS SPACES
- COMMUNITY SPACES
- SUPPORT SPACES
- CIRCULATION
- GATHERING SPACES



Lake Oswego



Lake Oswego Recreation and Aquatics Center

17525 Stafford Rd.
Lake Oswego, OR
12.08.21 | Project # 20138

CONCEPTUAL BUILDING PLAN

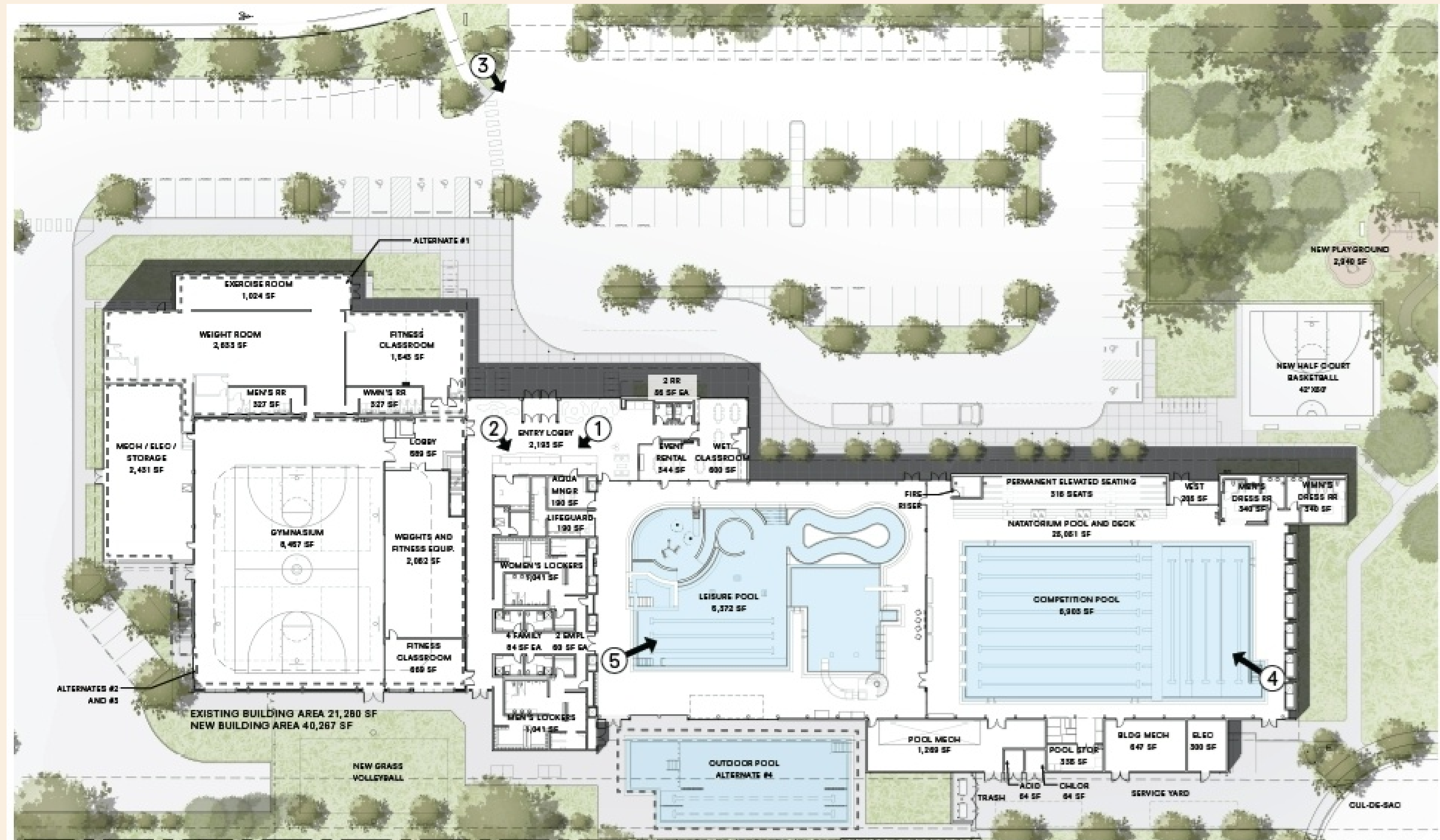


S|E A
SCOTT EDWARDS ARCHITECTURE

Added on 05.07.2025
13 of 16

Amended on 05.14.2025
113 of 300

Chehalem



Added on 05.07.2025
14 of 16

1ST FLOOR PLAN 32'

Amended on 05.14.2025
114 of 300

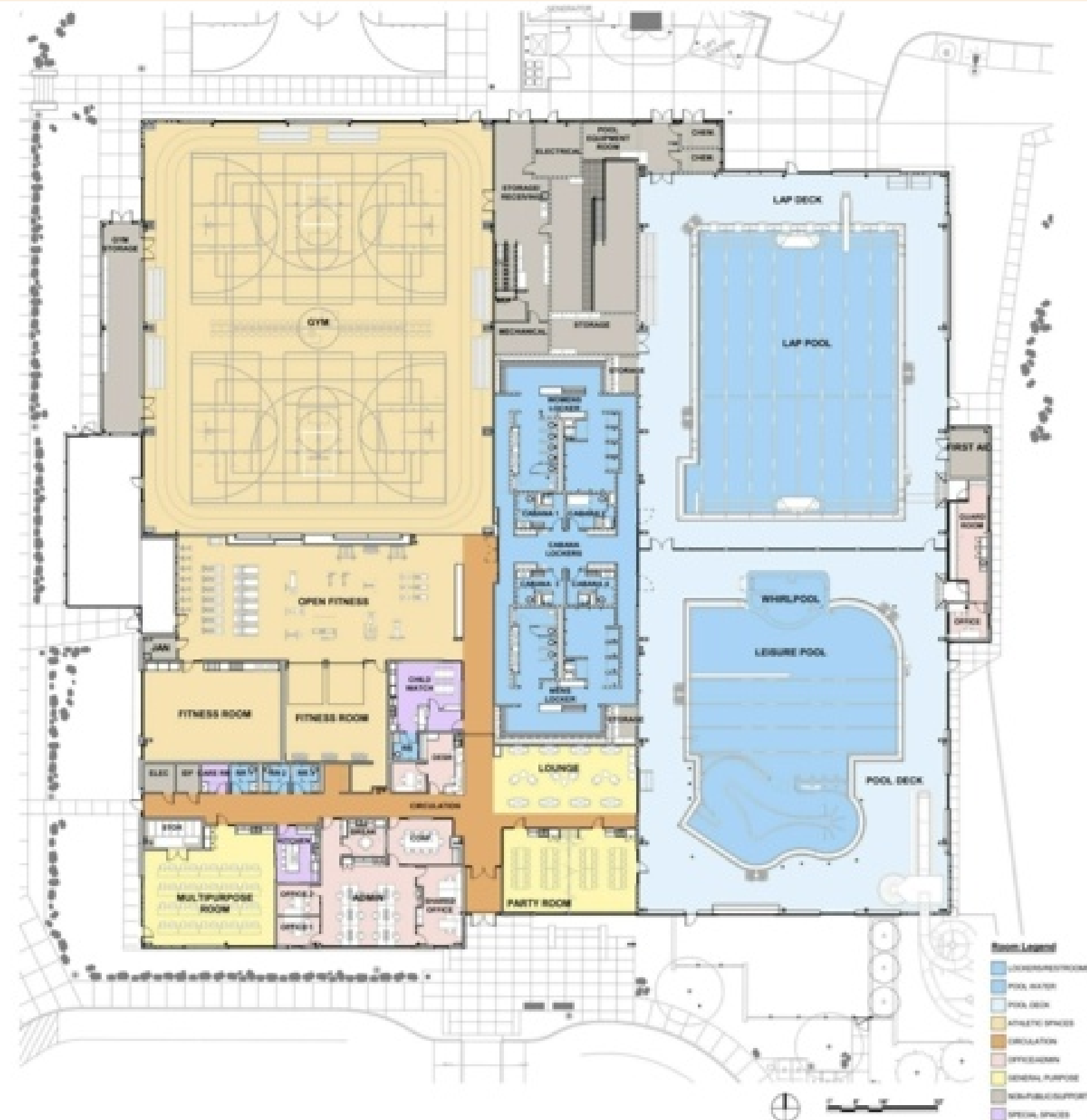
Medford

Floor Plan



Redmond

FLOOR PLAN





City of McMinnville
Public Works Department
Engineering
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7312

www.mcminnvilleoregon.gov

STAFF REPORT

DATE: May 13, 2025
TO: Jeff Towery, City Manager
FROM: Geoff Hunsaker, Public Works Director
James Lofton, City Engineer
SUBJECT: Termination of Oregon Department of Transportation (ODOT) Safe Routes to School (SRTS) Grant Agreement

Report in Brief:

This action is the consideration of a resolution authorizing the termination of the ODOT SRTS Grant Agreement (Attachment 1). Through contract negotiations, Engineering staff learned there was a critical error in the consultant's initial assumptions utilized for the Safe Routes to School (SRTS) Grant Application in 2022. This has resulted in the grant request amount being insufficient to cover the estimated cost of design and construction for the full project scope in the intergovernmental agreement (IGA).

Background:

In February 2022, the McMinnville School District received a draft Safe Routes to School Plan (Attachment 2) from their consultant, Alta, which recommended several pedestrian safety improvements near schools. One of the recommendations included installing a pedestrian railroad crossing near Sue Buel Elementary School to connect an existing sidewalk with a new asphalt pathway along the north side of SE Booth Bend Road. This would create a separated pedestrian walkway for students traveling west of Sue Buel Elementary. Currently, students must walk along the roadway or on an unimproved trail near a drainage ditch.

Based on the report and community feedback supporting the Safe Routes to School Program, City staff hired a consultant to prepare a cost estimate for a grant application. This estimate examined two previous railroad crossing projects within the City—at NE 8th Street and NE 13th Street—which had used pre-cast concrete panels at locations where asphalt sidewalk crossings already existed (Attachment 3).

Using the consultant's estimate, the City submitted a grant application on July 31, 2022 (Attachment 4). The application was reviewed and accepted by ODOT. After successfully being awarded the grant, the City entered into an Intergovernmental Agreement (IGA) with ODOT on July 6, 2023 (Attachment 5).

City staff received design proposals on May 7, 2024, and, based on the scoring guidelines, selected Otak as the design consultant. During the initial review, Otak flagged that the original cost estimate for the railroad crossing was too low. As a result, the City met with Otak's sub-consultant, Tom Wiser from Wiser Rail Engineering, on August 19, 2024, to discuss the assumptions behind using pre-cast concrete panels, similar to the previous projects at NE 8th and 13th Streets. Tom Wiser advised that the railroad would likely not allow pre-cast panels at this location and would instead require a completely new crossing, including all associated roadway improvements.

The main reason for this difference is that the previous projects were considered maintenance of existing crossings, whereas this project would involve installing a brand-new pedestrian crossing, triggering the requirement to meet all current standards.

Following feedback from Otak and Wiser Engineering, the City met with ODOT Safe Routes to School (SRTS) Program Coordinator Xao Posadas on September 6, 2024. SRTS staff indicated that no additional funding could be allocated to the project, and any proposed scope changes—such as removing the railroad crossing—would require prior approval. Additionally, any changes could not negatively impact pedestrian safety or compromise the intent of the original grant project. Since the pedestrian railroad crossing was originally included to enhance safety, removing it would negatively impact the project's overall safety goals.

On October 14, 2024, the City met with Chris Malm from ODOT Rail Safety and representatives from Portland & Western Railroad to discuss the requirements for a pedestrian crossing at SE Booth Bend Road and explore potential funding options. It was confirmed that the earlier pre-cast crossings at NE 8th and 13th Streets had been treated as maintenance because they replaced existing asphalt pathways. However, because no crossing currently exists at SE Booth Bend Road, it must be treated as a full new crossing improvement. ODOT Rail indicated that no additional funding is available specifically for pedestrian crossings.

Based on discussions with ODOT and the new information regarding the scope of the required rail crossing improvements at SE Booth Bend Road, City staff concluded that adequate funding for complete design and construction is not available at this time.

Discussion:

Pedestrian Safety and Public Expectation:

There is an expectation from the community that the City pursue a Safe Routes to School program, especially along SE Booth Bend RD. Pedestrians currently must walk along a busy road with industrial traffic, or an unimproved trail next to a drainage ditch. Crossing the railroad requires that pedestrians using mobility devices enter the travel lane to cross the tracks, and no pedestrian safety equipment is in place to prevent people from crossing when the rail lights are flashing, and the barriers are down. As such, removing the crossing and the associated path along SE Booth Bend RD from the current or future projects is not a viable option.

Future Grant Application Options:

Because the City has yet to spend any of the money from the original grant amount, the City is able to withdraw from the IGA without incurring any penalties from ODOT and would still be eligible to apply for a SRTS grant in the future. New SRTS grant guidelines allow a new maximum total project amount of \$3 million dollars, where the previous guidelines had a maximum amount of \$2 million dollars. This could allow the City to spend more time working

with ODOT Rail to determine the cost of a complete rail crossing improvement and apply for a more accurate grant amount.

Fiscal Impact:

The original grant request was \$938,636 with a cash match from the City of \$234,659 for a total project cost of \$1,173,295. Based on initial estimates from OTAK, the cost for the design and construction of the full railroad crossing at SE Bend RD alone would be approximately \$1.2-1.8 million dollars. The assumed cost of railroad design/coordination and installation of concrete pedestrian crossing panels was close to \$100,000 and is the amount within the current IGA. If the City were to continue with the current IGA, the additional cost for design and construction would be the responsibility of the City.

Attachments:

1. Resolution 2025-17
Exhibit A: Grant Agreement with ODOT
2. McMinnville School District Safe Routes to School Plan
3. DEA's Draft Estimates
4. City's Grant Application

Council Options:

1. Terminate the existing IGA – No Cost.
2. Continue with the existing IGA - Additional cost of \$1.2-1.8 million dollars

Recommendation:

To avoid being responsible for the substantial budget shortfall Staff recommends termination of the current agreement. Because no dollars have been utilized under this agreement, the City can terminate now at no cost to the City.

RESOLUTION NO. 2025-17

A Resolution authorizing the termination of an Intergovernmental Grant Agreement between the City of McMinnville and the Oregon Department of Transportation (ODOT) for the Safe Routes to School (SRTS) Program: Suel Buel Elementary & Patton Middle Schools Pedestrian Safety Projects, Agreement No SRTS23-08.

RECITALS:

Whereas, in July 2022, the City applied for a Safe Routes to School Competitive Construction Grant; and

Whereas, in January 2023, the City was awarded the Safe Routes to School Grant; and

Whereas, the project includes safety improvements at Sue Buel Elementary School and Patton Middle School; and

Whereas, in June 2023, the City and ODOT entered into an Intergovernmental Grant Agreement for the design and construction of the project; and

Whereas, the total original estimated project cost was \$1,173,295. ODOT will provide grant funds for 80% of that project cost, or \$938,636. The remaining 20%, or \$234,659 was to be funded by the City; and

Whereas, the updated estimated project cost is between \$2,400,000 and \$2,900,000. ODOT will not provide additional grant funds for the project beyond the agreed to \$938,636 and the remainder would be the responsibility of the City; and

Whereas, the City has not incurred any eligible project costs that need to be reimbursed to ODOT; and

Whereas, the Intergovernmental Grant Agreement may be terminated by mutual written consent of the Parties.

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

1. The City Manager is hereby authorized and directed to terminate the Grant Agreement with ODOT, attached 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 13th day of May 2025, by the following votes:

Ayes: _____

Nays: _____

Approved this 13th day of May 2025.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBITS:

- A. Grant Agreement with ODOT

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL PROGRAM (SRTS)

Project Name: Sue Buel Elementary & Patton Middle Schools Pedestrian Safety Projects

This Grant Agreement (“Agreement”) is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation (“ODOT”), and the **City of McMinnville**, acting by and through its Governing Body, (“Recipient”), both referred to individually or collectively as “Party” or “Parties.”

- 1. Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the “Effective Date”). The availability of Grant Funds (as defined in Section 3) shall end five (5) years after the Effective Date (the “Availability Termination Date”).
- 2. Agreement Documents.** This Agreement consists of this document and the following documents, which are attached hereto and incorporated by reference:
 - a. Exhibit A: **Project Description, Key Milestones, Schedule and Budget**
 - b. Exhibit B: **Recipient Requirements**
 - c. Exhibit C: **Subagreement Insurance Requirements**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

- 3. Project Cost; Grant Funds.** The total estimated Project cost is \$1,173,295.00. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$938,636.00 (the “Grant Funds”). In addition to the Grant Funds, and upon Recipient’s written request, ODOT shall provide Recipient \$13,193.20 in funds available to recipient under ORS 366.514 (“Bike/Ped Funds”) for the portion of the Project on or along the state highway system. Recipient will be responsible for all Project costs not covered by the Grant Funds and Bike/Ped Funds.
- 4. Project.**
 - a. Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the “Project”) and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4.c.
 - b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement (“Eligible Costs”).
 - i. Eligible Costs are actual costs of Recipient to the extent those costs are:

- A. reasonable, necessary and directly used for the Project;
 - B. permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
 - C. eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
- ii. Eligible Costs do NOT include:
 - A. operating and working capital or operating expenditures charged to the Project by Recipient;
 - B. loans or grants to be made to third parties;
 - C. any expenditures incurred before the Effective Date or after the Availability Termination Date; or
 - D. costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- c. **Project Change Procedures.**
 - i. If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a written request to SRTSProgramMailbox@odot.oregon.gov. The request for change must be submitted before the change occurs.
 - ii. Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process and Reporting.

- a. ODOT shall reimburse Recipient for 80% of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.
- b. Recipient must submit to ODOT its first reimbursement request within two (2) years of the Effective Date.
- c. Each reimbursement request shall be submitted on ODOT's Reimbursement request form [SRTS Reimbursement Request](#) to the SRTSProgramMailbox@odot.oregon.gov and include the Agreement number, the start and end date of the billing period, and itemize all expenses for

which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.

d. RESERVED

- e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- f. Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until both (i) its SRTS Program Manager, or designee, has completed the final review and accepted the Project as complete and (ii) Recipient and ODOT staff have signed the Recommendation of Acceptance Form (ODOT Form No. 737-3560).
- g. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h. Recovery of Grant Funds.
 - i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.
 - ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of Sections 9.b.i, 9.b.ii, 9.b.iii or 9.b.vi, Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.
- i. Reporting

- i. **Quarterly Reports.** Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to SRTSPProgramMailbox@odot.oregon.gov by the first Wednesday of March, June, September, and December.
- ii. **Final Report.** Recipient shall submit a final written report (the “Final Report”) to SRTSPProgramMailbox@odot.oregon.gov that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Recipient must submit the Final Report within six (6) months after the Project Completion Date. Recipient’s obligation to provide the Final Report will survive Agreement expiration.

6. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient’s Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors’ rights generally.
- c. **No Solicitation.** Recipient’s officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

The warranties set forth in this Section 6 are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

7. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, as well as generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations, if applicable. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the “Secretary”) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

Recipient may enter into agreements with subrecipients, contractors or subcontractors (collectively, “subagreements”) for performance of the Project. If Recipient enters into a subagreement, Recipient agrees to comply with the following:

- a. **Subagreements.**
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to

the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

- ii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. This paragraph shall survive expiration or termination of this Agreement.
- iii. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. Subagreement Indemnity.

- i. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.

c. Subagreement Insurance.

- i. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- ii. For all Project work that is not on or along a state highway, Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance

- requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- iii. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
 - iv. Recipient shall include provisions in each of its subagreements requiring its contractor(s) to comply with the indemnification and insurance requirements in Paragraphs 8.b and 8.c.
- d. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
- i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - i. All procurement transactions are conducted in a manner providing full and open competition.
- e. **Self-Performing Work.** Recipient must receive prior approval from SRTS Program Manager for any self-performing work.
- f. **Conflicts of Interest.**
- i. Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
- i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;

- iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi. If the Project would not produce results commensurate with the further expenditure of funds.
- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. Except as otherwise provided in Paragraph 10.b. below, with respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would

have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

- iii. Except as otherwise provided in Paragraph 10.b. below, with respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

This Section 10.a shall survive any expiration or termination of this Agreement.

- b. **Contract-related Indemnification.** Subject to any limitations imposed by State law and the Oregon Constitution, Recipient agrees to the following contract-related indemnification for all projects authorized under this Agreement: Where Recipient contracts for services or performs project management for a project, Recipient shall accept all responsibility, defend lawsuits, indemnify, and hold State harmless, for all contract-related claims and suits. This includes but is not limited to all contract claims or suits brought by any contractor, whether arising out of the contractor's work, Recipient's supervision of any individual project or contract, or Recipient's failure to comply with the terms of this Agreement. This Section 10.b. shall survive any expiration or termination of this Agreement.
- c. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third-Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

- g. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or SRTS Program Manager at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10.g. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to SRTS Program Manager. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, “Claim”) between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- i. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- j. Insurance; Workers’ Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- k. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of

performing the Project. Recipient acknowledges and agrees that Recipient is not an “officer”, “employee”, or “agent” of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

- l. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- m. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- n. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- o. Electronic Signatures.** Signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are “Electronic Signatures” under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on January 12, 2023 by the Strategic Investment Manager.

Signature Page to Follow

ODOT / City of McMinnville
Agreement No. SRTS23-08

CITY OF MCMINNVILLE, by and through
its elected officials

By 
(Legally designated representative)

Name Jeff Towery
(printed)

Date 6-28-2023

By _____

Name _____
(printed)

Date _____

LEGAL REVIEW APPROVAL
(If required in Recipient's process)

By 
Recipient's Legal Counsel

Date 6-28-2023

Recipient Contact:

James Lofton
City Engineer
231 NE 5th Street
McMinnville, Oregon 97128
(503) 474-5119
james.lofton@mcminnvilleoregon.gov

STATE OF OREGON, by and through its
Department of Transportation

By 
Public Transportation Division Administrator

Name Marsha HOSKINS
(printed)

Date 07/06/2023

APPROVAL RECOMMENDED

By Xao Posadas
SRTS Program Manager

Date 7/6/2023

By Michael Kimlinger
State Traffic-Roadway Engineer

Date 6/30/2023

By 
District Manager

Date 5 July 2023

APPROVED AS TO LEGAL SUFFICIENCY

By Sam Zeigler via email
Assistant Attorney General

Date 2/8/2023

SRTS Program Manager:

Xao Posadas
555 13th Street NE
Salem, Oregon 97301
971-718-6170
Xao.Posadas@odot.oregon.gov

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No. SRTS23-08

Project Name: Sue Buel Elementary & Patton Middle Schools Pedestrian Safety Projects

A. PROJECT DESCRIPTION

The Project will construct a walkway and crosswalks along SE Booth Bend Rd, from Hwy 99 to S Davis St, and install two rapid flashing beacons. The project will also improve signage and lighting at Sue Buel Elementary School's main crossing at SW Alethea and SW Davis St. The project will also construct one new midblock crossing with high visibility markings and rapid flashing beacons, as well as approximately 85' LF of in-fill sidewalk on McDonald Lane adjacent to Patton Middle School. Also, the existing markings at 19th and McDonald Lane will be enhanced.

Recipient acknowledges the following Project location is on or along a state highway:

- Within the limits of this Project, Oregon Route 99

Recipient must submit an approved copy of the ODOT Permit and/or Design Exception for these Project locations to the ODOT Program Manager by Key Milestone 1 identified in Table 1 below. For Project locations including construction or alteration of curb ramps, Recipient must submit an approved ODOT Curb Ramp Inspection Form 734-5020 to the ODOT Program Manager before Project acceptance showing that each curb ramp meets ODOT standards and is ADA compliant.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 5.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Planning, design, permitting and land acquisition, nor Key Milestone 2, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4.c of the Agreement, to SRTSPProgramMailbox@odot.oregon.gov as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date

1	Planning, design, permitting and land acquisition.	11/30/2025
2	Project completion (Project must be completed within 5 years of agreement execution.)	6/30/2028

***Prior to Project acceptance when project is on or along a state highway or triggers ADA mitigation and includes construction or alteration of curb ramps, Recipient must submit an approved ODOT Curb Ramp Inspection Form 734-5020 to the ODOT Program Manager.**

EXHIBIT B

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify SRTS Program Manager in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). After the Project Useful Life, maintenance of the Project shall conform to any maintenance agreement in place between the Parties. If no maintenance agreement exists, ODOT will maintain that portion of the Project that is within its jurisdiction unless otherwise provided in Exhibit A to this Agreement.
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.

5. Americans with Disabilities Act Compliance

- a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. During Project Construction, Recipient must have a contractor with an active ODOT ADA Contractor Certification directly supervise any construction or alteration of curb ramps. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp

meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.

- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.

6. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. ODOT may charge for review of work to be performed on or along the state highway. The estimated cost to Recipient will be determined by ODOT in advance and shall be subject to the approval of Recipient prior to the services being rendered.
- c. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- d. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- e. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

7. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

8. Land Use Decisions

- a.** Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a "Land Use Decision" and collectively, "Land Use Decisions").
- b.** If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a "Disbursement Suspension") and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c.** If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d.** This Section 8 is in addition to, and not in lieu of, ODOT's rights and remedies under Section 5.h ("Recovery of Grant Funds") of this Agreement.

9. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the SRTS Program Manager in writing when the link changes during the term of this Grant Agreement.

10. Photographs

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003 (if any) that its sub-recipients, contractors or subcontractors (“contractor”): i) obtain insurance specified in this Exhibit under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, “TAIL” COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Recipient. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, “first tier” means a subagreement in which the Recipient is a Party. All references to “contractor” in this Exhibit refer to Recipient’s contractor as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that the Recipient shall require each of its contractors to meet, and shall include such requirement in each of Recipient’s subagreements with its contractors. Recipient may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Recipient’s contractors shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Recipient’s contractors, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer’s Liability Insurance with limits not less than \$500,000 each accident. **Recipient’s contractors shall require compliance with these requirements in each of their subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Recipient's contractors shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy.

Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Recipient's contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the

maximum “tail “ coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain “tail” coverage for the maximum time period that “tail” coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days’ written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must endorse: i) **“State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees”** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers’ Compensation.

The Recipient shall immediately notify ODOT of any change in insurance coverage.






SRTS23-08_City of McMinnville1

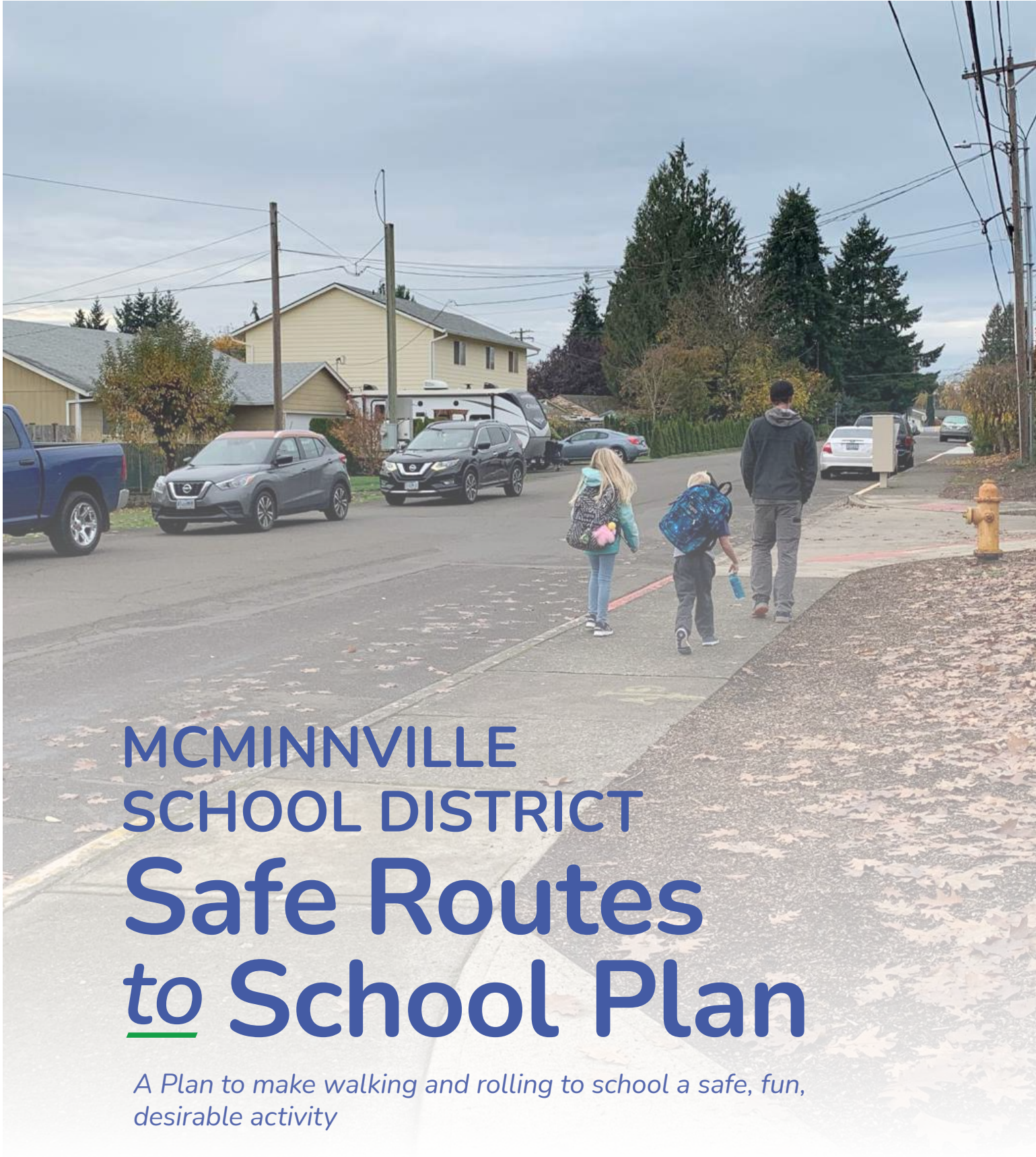
Final Audit Report

2023-07-06

Created:	2023-07-06 (Pacific Daylight Time)
By:	Xao POSADAS (Xao.POSADAS@odot.oregon.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqNVj-8MKAHmpwUCUBq_2OD674D2TKuWs

"SRTS23-08_City of McMinnville1" History

-  Document created by Xao POSADAS (Xao.POSADAS@odot.oregon.gov)
2023-07-06 - 11:33:42 AM PDT
-  Document emailed to Marsha HOSKINS (Marsha.HOSKINS@odot.oregon.gov) for signature
2023-07-06 - 11:34:51 AM PDT
-  Email viewed by Marsha HOSKINS (Marsha.HOSKINS@odot.oregon.gov)
2023-07-06 - 11:41:15 AM PDT
-  Document e-signed by Marsha HOSKINS (Marsha.HOSKINS@odot.oregon.gov)
Signature Date: 2023-07-06 - 11:42:09 AM PDT - Time Source: server
-  Agreement completed.
2023-07-06 - 11:42:09 AM PDT



MCMINNVILLE SCHOOL DISTRICT Safe Routes to School Plan

*A Plan to make walking and rolling to school a safe, fun,
desirable activity*

MCMINNVILLE SCHOOL DISTRICT
SUE BUEL ELEMENTARY SCHOOL
WASCHER ELEMENTARY SCHOOL
PATTON MIDDLE SCHOOL

DRAFT REPORT / FEBRUARY 2022

Oregon Department of Transportation
Safe Routes to School



ALTA • COMMUTE OPTIONS • THE STREET TRUST

Amended on 05.14.2025

143 of 300

ACKNOWLEDGEMENTS

The following key people and their organizations participated in the Safe Routes to School (SRTS) Plan efforts. Their creativity, energy, and commitment were critical to the success of this Plan.

LAUREN BERG Wascher Elementary	DEBBIE HILFIKER McMinnville School District
JENNA BERMAN ODOT	LINDA LEIS McMinnville School District
BRANDON BOWDLE Yamhill County Sherriff’s Office	RUSS LUDWIG McMinnville School District
VERONICA CHASE Sue Buel Elementary	PRESTON POLASEK City of Lafayette
JACK CRABTREE McMinnville School District	HEATHER RICHARDS City of McMinnville
BRIAN CRAIN McMinnville School District	DAN SHEPPARD McMinnville School District

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IN PROGRESS



WHAT IS SAFE ROUTES TO SCHOOL?

*Safe Routes to School (SRTS) is a comprehensive program to **make school communities safer** by combining engineering tools and engagement with education about safety and activities to enable and encourage students to **walk and roll to school**. SRTS programs involve partnerships among municipalities, school districts, transit districts, parks and recreation districts, public health agencies, community members, parent volunteers, and community groups.*

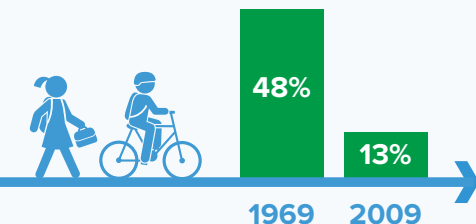
The benefits of implementing a SRTS Plan include improving safety, increasing access, encouraging physical activity, and reducing traffic congestion and motor vehicle emissions near schools. Implementing SRTS programs and projects benefit adjacent neighborhoods as well as students and their families, by reducing traffic conflicts and enabling walking and rolling trips for all purposes.

Learn more at: www.oregonsaferoutes.org

Why Safe Routes to School?

THE PROBLEM

Within the span of one generation, the percentage of children walking or bicycling to school has decreased **73%**.



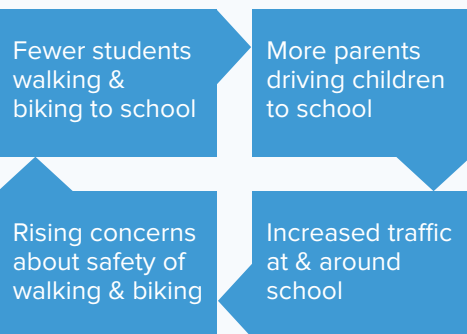
Children and adolescents should have **60 minutes (1 hour)** or more of physical activity daily.



Roads near schools are congested, **decreasing safety and air quality** for children.



This movement away from active transportation is a **self-perpetuating cycle**.



THE SOLUTION

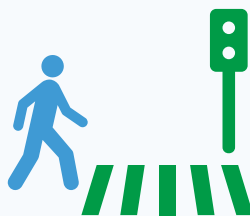
Safe Routes to School programs and activities help overcome obstacles to walking, biking, and skating by **improving safety** and making it **fun and convenient for everyone**.



SRTS education and encouragement programs can result in a **25%** increase in walking and biking over five years.



When education and encouragement programs are combined with infrastructure improvements, such as sidewalks and safe crossings, SRTS can result in a **45%** increase in walking and biking.



1 mile of walking each way to school equals **2/3 of the daily recommended 60 minutes** of physical activity.



Student Benefits of Safe Routes to School

Numerous studies have documented that Safe Routes to School projects and programs can lead to increased walking and bicycling activity among students. But why is it important for communities to make it safer and more convenient for students to walk and bike to school?

INCREASED SAFETY FOR STUDENTS

Even if some caregivers choose to drive their students to and from school, many families don't have this option. Some families have no access to a vehicle and others have work schedules that don't allow them to drop their students off or pick them up at school. When we provide critical SRTS improvements and education to our communities, we make it safer for these (and all) students to travel safely.

REDUCTION IN ABSENCES AND TARDINESS

Especially in historically-disadvantaged communities, lack of transportation can be a considerable barrier to attending school consistently. Programs such as Walking School Buses and Bike Trains provide alternative options for students to get to school on time, and ready to learn¹.

HEALTHIER STUDENTS

Because SRTS programs make it easier to walk, bike, skate, and scoot to school, they directly support increased physical activity for young people². Walking even one mile to school and one mile home gives a student about 40 minutes of physical activity – two-thirds of the recommended amount!

IMPROVED ACADEMIC PERFORMANCE

Staying healthy and getting regular exercise have been shown to improve students' academic performance. In one study, researchers found that after walking for 20 minutes, students responded to test questions with greater accuracy and had more brain activity than students who had been sitting. They also learned tasks faster and more accurately following this physical activity³.

CLEANER AIR, FEWER ASTHMA COMPLICATIONS

Increasing the number of students walking and biking to school means decreasing the number who have to rely on private vehicles. This improves air quality near schools, decreasing students' exposure to pollution generated by idling vehicles and heavy traffic.

GREATER CONFIDENCE

When young people are able to navigate their neighborhood on their own, they build self-confidence and independence. They may also learn to read signs, monitor time, keep track of their belongings, and other valuable skills.

STRONGER SOCIAL CONNECTIONS

Arriving to school via Walking School Bus, Bike Train, or even just with a friend or sibling fosters community and builds social bonds. Especially when so many students face challenges like bullying and isolation, this opportunity to make connections can be extremely beneficial.

¹ Attendance Works. "Springfield: Walking School Bus - Attendance Works." Accessed August 22, 2016. <http://www.attendanceworks.org/what-works/springfieldwalking-school-bus/>.

² Cooper et al., *Commuting to school: Are children who walk more physically active?* *Amer Journal of Preventative Medicine* 2003: 25 (4)

³ Hillman CH, Pontifex MB, Raine LB, Castelli DM, Hall EE, Kramer AF. *The effect of acute treadmill walking on cognitive control and academic achievement in preadolescent children.* *Neuroscience*. 2009;159(3):1044-1054. doi:10.1016/j.neuroscience.2009.01.057

* McDonald, Noreen, Austin Brown, Lauren Marchetti, and Margo Pedroso. 2011. "U.S. School Travel 2009: An Assessment of Trends." *American Journal of Preventive Medicine*.
+ Centers for Disease Control. www.cdc.gov/physicalactivity/basics/children/index.htm
** McDonald, N., Steiner, R., Lee, C., Rhoulac Smith, T., Zhu, X., and Y. Yang. (2014). Impact of the Safe Routes to School Program on Walking and Bicycling. *Journal of the American Planning Association*.

Community Benefits of Safe Routes to School

Students and their families are not the only ones who benefit when we encourage and enable young people to walk or bike to school safely. In many ways, Safe Routes to School benefits the whole community. Communities that prioritize active transportation can see improvements such as:

REDUCED TRAFFIC CONGESTION

Reducing the number of families commuting to school in private vehicles reduces traffic around the school. This means improved circulation for people driving, as well as safer conditions for pedestrians and bicyclists. As more people feel comfortable walking and bicycling, this can also foster an environment where community members see active transportation as a viable option and priority, leading to additional shift from driving to active modes.

STRONGER SENSE OF COMMUNITY

Opportunities for social connection and a greater sense of community increase as students and parents participate in collective active transportation (such as Walking School Buses) or get to know neighbors while out walking or biking. Additionally, the common goal of improving conditions for walking and bicycling can bring families, neighbors, school officials and community leaders together.

SAFER STREETS

As the use of private vehicles increases, crash rates tend to increase¹. Conversely, when higher numbers of people are able to walk and bike safely, communities can see a decrease in crashes. More people engaged in active transportation can also improve personal security and the perception of safety by providing more “eyes on the street.”

¹ Litman, Todd and Fitzroy, Steven (2021). *Safe Travels: Evaluating Transportation Demand Management Traffic Safety Impacts*, Victoria Transport Policy Institute



LOWER COSTS

Encouraging and enabling bicycle and pedestrian trips reduces costs for families, communities and school districts. Families save on gas, while communities spend less on building and maintaining roads. Meanwhile, school districts spend less on busing students who live within walking distance of schools.

IMPROVED ACCESSIBILITY

When communities prioritize infrastructure improvements and make walking and biking to school safer, all community members benefit. Improved facilities make it easier for all people to get around, including parents with strollers, senior citizens, residents without cars, and residents with temporary or permanent mobility impairments.

ECONOMIC GAINS

Studies show that businesses in neighborhoods that are walking and bicycle friendly see more business and higher sales².

² Rodney Tolley (2011), *Good For Business – The Benefits Of Making Streets More Walking And Cycling Friendly*, Heart Foundation South Australia

ODOT’s Project Identification Program



The McMinnville School District, City of McMinnville, ODOT Region 2 representatives, and the school community worked with ODOT’s SRTS Technical Assistance Providers- Alta Planning + Design and the Willamette Valley and Coast Regional SRTS Hub- to complete this SRTS Plan.



This SRTS Plan supports Oregon’s statewide SRTS construction (infrastructure) and education/ engagement (non-infrastructure) efforts. The Project Identification Program (PIP) Process is an Oregon Department of Transportation (ODOT) technical grant program that connects communities



in Oregon with Planning assistance to identify needs and opportunities near one or more schools, focusing on streets within a quarter-mile of the school, as well as critical issues within a mile of the school.*



- The goals of the PIP process are:
- To engage school partners in identifying and prioritizing projects that will improve walking and bicycling routes to schools.
 - To identify and refine specific projects that are eligible for the ODOT SRTS Infrastructure Grants and prepare jurisdictions to apply for the funding.

The McMinnville School District SRTS Plan Process**



*For more information on the program, visit: www.oregon.gov/ODOT/Programs/Pages/SRTS-Project-Identification-Program.aspx
**The COVID-19 pandemic impacted the timeline and approach to the planning process. A detailed summary of the planning process is included in Appendix C.
***Final SRTS Plans can be found at www.OregonSafeRoutes.org

Using this Plan

This Plan lays the foundation for schools, the community, local public agency staff and ODOT to work together on reducing barriers for students walking and biking to school.

These recommendations include both long- and short-term construction improvements as well as education and encouragement program recommendations. It should be noted that not all of these projects and programs need to be implemented right away to improve the environment for walking and bicycling to school. Some projects will require more time, support, and funding than others. It is important to achieve shorter-term successes while laying the groundwork for progress toward some of the larger and more complex projects.

WHO ARE YOU?

Each partner has a key role to play in contributing to this Plan's success.

I AM A STUDENT

- Practice and encourage safe walking and rolling to, from, and near school
- Participate in a Walking School Bus or another education/encouragement idea identified in Chapter 4
- Promote SRTS activities through artwork or school projects

I AM A CAREGIVER

- Understand the conditions at your student's school in Chapter 2 to plan a walking/rolling route or advocate for improvements
- Help implement many of the educational and encouragement programs suggested in Chapter 4
- Support fundraising for projects and programs (see Appendix E)

I WORK FOR THE SCHOOL DISTRICT

- Distribute information about walking and rolling safely, and SRTS talking points in Appendix B to caregivers and the school community.
- Tackle the SRTS objectives and actions from Chapter 2 that are relevant to the School District and develop Chapter 4 programs that educate and encourage students and caregivers to seek alternatives to single family commutes to school.
- Prioritize facility improvements on District property
- Work with multiple schools, sharing information and bringing efficiencies to programs at each school working on SRTS.

I AM A TEACHER OR OTHER STAFF MEMBER

- Include bicycle and pedestrian safety in lesson Plans and school curriculum (see Chapter 4 and Appendix B).
- Arrange field trips within walking distance of school and teach lessons about safety along the way.
- Be positive and encourage students and families to try walking and rolling!

I AM A COMMUNITY MEMBER

- Learn about walking and bicycling conditions in your neighborhood and how a SRTS program can improve them (see Chapter 2)
- Participate as an advocate to support education and encouragement programs (see Chapter 4)

I WORK FOR THE CITY OR COUNTY

- Identify citywide issues and opportunities related to walking and bicycling and to prioritize construction improvements provided in Chapter 4
- Pursue funding for improvements, using sources listed in Appendix E

I WORK FOR LAW ENFORCEMENT

- Raise awareness of traffic rules, focusing on key SRTS locations that have a history of crashes.
- Focus on traffic safety education, rewarding positive behavior, and supporting school walk and bike events. Be mindful of strategies that may disproportionately and negatively affect children and families of color, low wealth, or marginalized populations.

I WORK IN PUBLIC HEALTH

- Identify specific opportunities to collaborate with schools and local governments to support safety improvements and encourage healthy behaviors (see Chapter 4).



Student submission to Oregon Safe Routes to School
Walk + Roll Fall Art Contest, 2021



02



VISION AND GOALS FOR SRTS

INTRODUCTION

This chapter includes an overall vision as well as specific actions that school district, city and school leadership can take to support SRTS. It also includes an overview of the public input process that shaped this Plan.

Vision

The McMinnville School District envisions a future where students and their families safely, comfortably, and conveniently walk and bicycle as part of the daily school commute and a healthy lifestyle.

Goals, Objectives, and Actions

The ODOT SRTS PIP team suggested overall goals to support SRTS in the areas of health, safety, equity, or the environment. Participants in the McMinnville School District PIP process selected Safety as the main priority for the community.

The following are specific recommended objectives and actions based on the community-identified goals, as well as community input from the walk audit and data collected throughout the PIP process. Actions may relate to achieving more than one goal, but each action is only listed once.



SAFETY

Goal: Increase safety for families traveling to school, including perceptions of safety, since perceived barriers can have a real impact on whether parents allow their students to walk or bike.

Objective 1: Students are able to walk and bike to and from campus, between schools, and to homes within a quarter-mile of the school.

- Action: McMinnville School District will integrate on-campus infrastructure improvements into their ongoing planning processes.
- Action: The City of McMinnville and the City of Lafayette will consider applying to the ODOT Competitive SRTS Infrastructure Grant in 2022 for infrastructure improvements, outlined in Chapter 4.

Objective 2: Safe walking or biking access is available to all families within one mile of the school.

- Action: The City of McMinnville and the City of Lafayette will adopt the long-term infrastructure recommendations as a part of its planning processes.
- Action: The City of McMinnville and the City of Lafayette will begin implementing recommendations as funds for capital improvements become available, particularly lower cost improvements within a quarter mile of each school.
- Action: The City of McMinnville and its partners will explore opportunities for educational demonstrations of safe streets through the ODOT Quick Build program.

Objective 3: Pedestrian and bicycle safety education is available to students in the McMinnville School District.

- Action: The McMinnville School District will consider applying for the ODOT SRTS Education Grant to fund a Safe Routes to School Coordinator position. This coordinator will organize safety, education and encouragement activities for student in the district.

- Action: Sue Buel Elementary, Patton Middle School, and Wascher Elementary School will encourage families to walk and bike to school by distributing information regarding safety and suggested routes.

EQUITY

Goal: Increase access and opportunity to walk and bike to school for all residents, with a particular focus on transportation-disadvantaged populations (non-white and Latinx, low-income and low-wealth households, those with limited English proficiency, households without access to a vehicle, people with disabilities, crowded households, elderly, youth).

Objective 1: Engage with families from historically-disadvantaged groups to hear and learn about their barriers to students walking or biking to school.

- Action: McMinnville School District and its partners will provide SRTS information and educational materials in English and Spanish.
- Action: McMinnville School District and its partners will work with existing groups and organizations that serve historically-disadvantaged groups to help disperse information and better understand needs and barriers.
- Action: McMinnville School District will consider how to overcome barriers such as parent work schedules and transportation limitations to enable all parents to participate in SRTS programs and activities.

Objective 2: Prioritize infrastructure and non-infrastructure improvements that connect underserved or low-income communities, to schools and improve access for students walking, biking, and taking transit to school campuses.

- Action: The City of McMinnville and the City of Lafayette will implement infrastructure recommendations with a consideration for improvements that serve or were requested by underserved and low-income communities.

- Action: If McMinnville School District implements a SRTS Education and Outreach Program, it will work to include lower income students, those with mobility challenges, Spanish-speaking students, and students from other historically marginalized groups.

HEALTH

Goal: Increase student access to physical activity and reduce emissions near schools.

Objective 1: Students have increased physical activity before, after, and during the school day.

- Action: Schools will look for areas of overlap between SRTS efforts and other health initiatives and P.E. class.
- Action: Staff champions from Wascher Elementary School will work with parents to re-establish a Walking School Bus and/or Bike Train for students.

Objective 2: The school community supports families using active and shared transportation to access school and reach nearby destinations.

- Action: McMinnville School District will consider adopting SRTS-supportive language in school wellness policy.
- Action: Schools and the School District will share relevant health statistics and messages in school newsletters, back to school night, or through other communication channels.

ENVIRONMENT

Goal: Increase environmental health near schools, including air and water quality

Objective 1: Reduce congestion and air pollution near the school campus.

- Action: McMinnville School District will provide parents with education and encouragement materials providing information on carpooling, walking, biking, and school buses.
- Action: Wascher Elementary will continue to promote park-and-walk as an alternative to dropping students off on the school campus.

A Community-Driven Planning Process

The vision, goals, objectives and actions provided here, as well as the detailed construction project and programmatic recommendations to follow in Chapter 4, were shaped by community input. Community members had the opportunity to participate in the SRTS planning process and provide feedback in the following ways:

- Participation on the Project Management Team (PMT)
- Participation in a school walk audit and community meeting
- Virtual feedback using the online Public Input Map and survey

The McMinnville School District and its partners on this project worked diligently to spread the word about the walk audits, community meetings, and the online Public Input Map and survey.

The project team hosted a series of three walk audits in McMinnville and Lafayette over a two-day period (November 3-4, 2021). In order to comply with CDC guidance on COVID-19 prevention, in-person gatherings were limited to 12 people, participants were required to stay 6 ft apart, and masks were required on school campus.

Six people attended the afternoon walk audit and community meeting at Wascher Elementary School, providing feedback about specific barriers and challenging locations near the school. The following day, four people participated in the morning walk audit at Buel Elementary, and four participated in the afternoon walk audit at Patton Middle School. Following each observation of arrival or dismissal, members of the project team met to debrief what they'd observed.





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COMMUNITY ENGAGEMENT KEY THEMES

According to comments on the Public Input Map, parents and caregivers were most concerned with addressing the following issues and barriers for each school:

SUE BUEL ELEMENTARY SCHOOL

- Sidewalks in disrepair along Davis St, as well as in the neighborhoods east of the school

PATTON MIDDLE SCHOOL

- The crossing of Hwy 99 at McDonald Ln
- The crossing of McDonald at the west school entrance
- The important four-way intersection of 19th St and McDonald Ln

- Frustration with the closure of the school’s drop-off and pick-up lane

WASCHER ELEMENTARY SCHOOL

- The crossing of Hwy 99 / 3rd St (including at Washington St and Bridge St)
- Dangerous crossing at 7th St and Bridge St
- Speeding vehicles and poor visibility of pedestrians when crossing Grant St
- The need for a crossing guard in the parking lot

When asked through the Public Input Map about the most important goal for a Safe Routes to School Plan for McMinnville School District, survey respondents indicated that Safety was their top priority, followed by Equity, Health, and Environment.



INTRODUCTION

This chapter summarizes the key challenges and opportunities for families accessing schools by walking or bicycling that this Plan seeks to address.

The following pages provide contextual information for each of the schools, as well as key themes documented during the walk audits and through community and partner input. A detailed summary of the Planning process and activities that took place to support this Plan is included in Appendix C.

Previous Planning processes and additional data informed the existing conditions documented in this chapter.



SCHOOL CONTEXT:

Sue Buel Elementary

1985 SE DAVIS ST, MCMINNVILLE

PRINCIPAL:

Veronica Chase



ENROLLMENT: *
417



GRADES SERVED:
K-5



>95% of students eligible for free or reduced lunch *



DEMOGRAPHICS*

- Hispanic, 50%
- White, non-Hispanic, 46%
- Multiracial, 2%
- Native Hawaiian / Pacific Islander, 1%



TOP 5 LANGUAGES SPOKEN BY STUDENTS IN DISTRICT**

English	5,188
Spanish	1,785
French	10
Chinese	6
Panjabi	6

Total Languages Spoken: 13

*Source: Oregon Department of Education 2020-2021 school year

**Source: Oregon Department of Education 2018-2019 school year

Sue Buel Elementary
Safety Assessment

Date: November 4th, 2021

SCHOOL LAYOUT

Sue Buel Elementary School is a public school located just east of Hwy 99 in the southern area of McMinnville. The school was constructed in the 2000s and is a LEED Gold Certified building. The parking lot and pickup/dropoff area are located on the east side of the campus with a single entrance/exit on Davis St. Students walking, biking, or getting dropped off/picked up in family vehicles use this main entrance. Students taking the bus are dropped off at a separate entrance of the west side of the building, which is accessed from Booth Bend Rd.

SITE CIRCULATION

Vehicles: School staff recommend that parents drop off and pick up students along the circular driveway/parking lot off of Davis St. School staff report that when students returned to school after the height of the COVID-19 pandemic, there was a large increase in students being dropped off and picked up, which caused considerable traffic problems as cars backed up onto streets around the schools. However, between instituting a staggered dismissal schedule, providing education/enforcement for parents, and more students now taking the school bus, these problems have diminished significantly. Vehicle infrastructure is functioning well, and the biggest issues still experienced by staff are mostly related to parent/caregiver behavior at pickup and dropoff.

School Buses: Buses approach the school from Booth Bend Rd (south), dropping students off at the southwest side of the school building. They then circle around the west parking lot counterclockwise and exit the campus through the same point where they entered. Private vehicles and school buses use different dropoff/pickup areas, which prevents conflict between the two modes.



Sue Buel Elementary School
Site Plan



Pedestrians: Students were observed walking campus along the Davis St frontage, most coming from the neighborhoods to the east of the school or traveling south along Davis St. Students primarily used the sidewalk on the east side of Davis St, crossing to the school where the crossing guard is located (south of Alethea Way). Students who walk regularly have been trained to stop at the center median until southbound cars have come to a stop.

Bicyclists/Micromobility: A few students were observed biking to school on the day of the walk audit along Davis St (though the weather was dark and rainy). Bike parking is located to the left of the main entrance to the school building, but this parking is uncovered.

Transit: Route 1 of the Yamhill County Transit system travels to the southern part of McMinnville. The nearest stop to Sue Buel Elementary School is at Davis St and Linfield Ave, which is 0.5 miles from the school.

PREVIOUS SRTS EFFORTS OR WALKING/BIKING ENCOURAGEMENT ACTIVITIES

Sue Buel Elementary School has not yet participated in SRTS activities. However, McMinnville School District hopes to bring education and encouragement activities to schools and reduce barriers to walking and biking.

Bike and Pedestrian Facilities Inventory



The school's main crosswalk on Davis St includes high-visibility markings, a pedestrian refuge island, and School Crossing signage. However, staff has to move the portable in-street pedestrian signage to the crosswalk each day, and lighting is inadequate.



The crosswalk leads directly into a pedestrian route through the school parking lot. There is another crossing guard assisting students as they cross the parking lot.



For the most part, the pickup/dropoff area in front of the school functions well. However, some drivers were observed parking and passing unsafely in the drop off and pick up queue.



Bike parking is provided, but is not covered. During rainy or windy weather, bicycles are not protected.



Pedestrians can also enter the campus by the paved path at the north end of the school building. This allows them to avoid the path of vehicles altogether.



Sidewalks along the west side of Davis St facilitate student travel.

Key Themes

- While the main school crossing at Davis St functions well in general, the in-street signage is not permanent and lighting is inadequate during the winter months.
- Crosswalks at side streets adjacent to Davis St would benefit from pavement markings to deter people driving from pulling out onto Davis St without looking out for pedestrians.
- Booth Bend Rd is not currently safe for students to walk on west of the railroad tracks, as there are no sidewalks.
- Students are bussed to school from the Horizon Homeowner Cooperative despite this neighborhood being within walking distance of the school.
- The pedestrian approach to the intersection of Hwy 99 and Booth Bend Rd is not accessible and is overgrown with vegetation.



Radar speed feedback signage along Davis St lets cars know if they're exceeding the speed limit as they pass the school campus.



Sidewalks along the east side of Davis St are inconsistent. Some sidewalks near the school were observed to be partially overgrown by vegetation.



Several residential streets intersect with the east side of Davis St along the school frontage. Many drivers were observed pulling out into the intersections. Low visibility during dark morning or evening hours make



There is no sidewalk beyond the railroad tracks on Booth Bend Rd to facilitate safe travel, and pedestrians use the shoulder of the road.



There is a railroad intersecting Booth Bend Rd west of the school.



Students that live in the Horizon Homeowner's Cooperative west of the school have no safe walking route to the school along Booth Bend Rd, and are currently bussed in.



The intersection of Booth Bend Rd and Hwy 99 is an important location for accessing both the school and commercial areas.



The approach to the NE corner of Booth Bend Rd and Hwy 99 lacks an accessible sidewalk and is overgrown with vegetation.

SCHOOL CONTEXT:

Patton Middle School

1175 NE 19TH ST, MCMINNVILLE

PRINCIPAL:
Matt Combe



ENROLLMENT: *
821



GRADES SERVED:
6-8



>95% of students eligible for free or reduced lunch *



DEMOGRAPHICS*

- White, non-Hispanic, 53%
- Hispanic, 43%
- Multiracial, 2%
- American Indian/Alaska Native, 1%
- Asian, 1%



TOP 5 LANGUAGES SPOKEN BY STUDENTS IN DISTRICT**

English	5,188
Spanish	1,785
French	10
Chinese	6
Panjabi	6

Total Languages Spoken: 13

*Source: Oregon Department of Education 2020-2021 school year
**Source: Oregon Department of Education 2018-2019 school year

Patton Middle School
Safety Assessment

Date: November 4th, 2021

SCHOOL LAYOUT

Patton Middle School is a public school located just south of Hwy 99 in McMinnville. The school is on the east side of McDonald Ln and north of 19th St. There is one main school building with entrances on both the north and the south. The parking lot is on the north side of the campus, and sports fields are located to the east, toward McDaniel Ln.

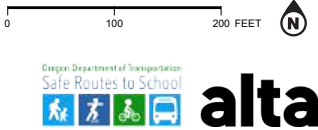
SITE CIRCULATION

Vehicles: Parent drop-off occurs along both McDonald Ln and 19th St. Vehicles line up along the streets, and students walk to where their parents or caregivers are waiting. Outside the south entrance on 19th St, there is a pick-up and drop-off area that was not operational at the time of the facilities inventory. The McMinnville School District plans to make striping improvements to this driveway and reopen it in Spring 2022.

School Buses: Buses enter the school parking lot from McDonald Ln. Students are dropped off at the north entrance to the school.

Pedestrians: Many students were observed walking home from school, as well as walking to reach vehicles. The majority of students traveled through the intersection of McDonald Ln and 19th St, going in different directions from that point. A large number of students used the sidewalk on the east side of McDonald up to the crossing of Hwy 99. Ruby's Mart, on McDonald Ln just north of Hwy 99, is a popular after-school location for Patton students, and there are also residential neighborhoods north of Hwy 99.

Bicyclists/Micromobility: Students traveling by bicycle entered the school through the pedestrian path that leads between McDonald Ln and the north entrance of the school. The bike racks are located near this entrance.



Patton Middle School
Site Plan

Transit: Route 3 of the Yamhill County Transit system is a loop that travels south along Hwy 99 and north along Evans St. The nearest stop to Patton Middle School is on Hwy 99 near Mikey's Pizzeria, which is 0.3 miles from the school. Students could also access the bus from the stop at Evans St and 19th St, which is 0.6 miles from the campus.

PREVIOUS SRTS EFFORTS OR WALKING/BIKING ENCOURAGEMENT ACTIVITIES

Patton Middle School has not yet participated in SRTS activities. However, McMinnville School District hopes to bring education and encouragement activities to schools and reduce barriers to walking and biking.

Bike and Pedestrian Facilities Inventory



Because the pick-up / drop-off area is currently closed, many parents park across the street from the school on 19th St to wait for their students.



Some students exit from the south entrance of the school and either walk home or are picked up by a parent or caregiver.



Many students also use the west entrance to access the building. A covered walkway leads from McDonald Ln to the bike racks and school entrance.



The path on the west side of the building leads to the sidewalk, but there is no crossing for students being dropped off or picked up on the west side of McDonald Ln.



19th St and McDonald Ln is a heavily-utilized four-way stop at the southwest corner of the campus. This crossing does not have adequate lighting during the winter months, and it lacks high-visibility crosswalk markings, which could help with visibility.



Because there is no designated mid-block crossing of McDonald Ln near the school's west entrance, students tend to run across the road to reach vehicles parked on the other side.



Key Themes

- The circular pick-up and drop-off area at Patton was closed because of lack of ADA accessibility. However, the school district has a restriping plan and plans to reopen this circular driveway in Spring 2022..
- The intersection of McDonald Ln and 19th St is a popular intersection for students, but it lacks high-visibility crosswalks.
- Students tend to cross McDonald Ln midblock on the west side of the campus in order to reach vehicles during pickup, and a midblock crossing would make this area safer.
- The crosswalk at the school driveway is not high-visibility despite being used frequently by many students during arrival and dismissal.
- Students report not feeling safe at the crossing of Hwy 99 at McDonald Ln. This is a wide highway with a large number of vehicles and considerable traffic during pick-up and drop-off.
- Students attempting to reach the popular destination Ruby's Mart on the west side of McDonald tend to cross north of the Hwy 99 crosswalk, where there is no designated crossing.



The crosswalk at the parking lot entrance/exit (on McDonald Ln) is very busy during arrival and dismissal.



Many students who walk home from school travel north along the east side of McDonald Ln to reach residential neighborhoods north of Hwy 99.

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The crossing of Hwy 99 at McDonald Ln is one of the more hazardous crossings for students. Some reported feeling uncomfortable when traveling through this intersection.




Ruby's Mart is a popular after-school destination for students. However, it is located on the west side of McDonald Ln just north of Hwy 99, and students often run across the street to reach it instead of crossing at Hwy 99.


SCHOOL CONTEXT:


Wascher Elementary

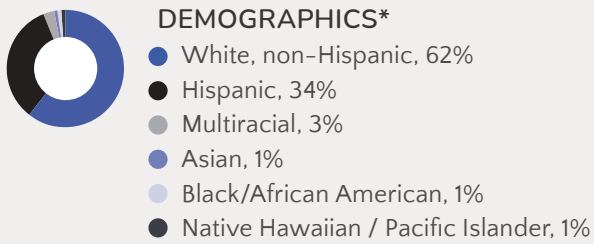
986 7TH ST EXT, LAFAYETTE

PRINCIPAL:
Lauren Berg

 ENROLLMENT: *
374

 GRADES SERVED:
K-5

 >95% of students eligible for free or reduced lunch *



TOP 5 LANGUAGES SPOKEN BY STUDENTS IN DISTRICT**

English	5,188
Spanish	1,785
French	10
Chinese	6
Panjabi	6

Total Languages Spoken: 13

*Source: Oregon Department of Education 2020-2021 school year

**Source: Oregon Department of Education 2018-2019 school year

Wascher Elementary School Safety Assessment

Date: November 3rd, 2021

SCHOOL LAYOUT

Wascher Elementary School is located on 7th St Extension in Lafayette, in the eastern portion of the City. a hill on the west side of the city. The school grounds include a school building, a long parking lots stretching north-south along the east side of the school, and a play area north of the building. Students enter and are dismissed through multiple doorways on the east and south sides of the primary building.

SITE CIRCULATION

Vehicles: Vehicle dropoff and pickup happen primarily along the east side of the school where the long parking lot is located. Vehicles line up in the parking lot before the dismissal bell, usually reaching 7th St and continuing in both directions. Caregivers have found creative ways to avoid this long line, including parking in the neighborhoods surrounding the school and then either walking to meet their children at the campus or waiting for their children to walk to them. School staff report that although many students live within walking distance, many parents prefer to drive their children to avoid unsafe crossings at major roads including Hwy 99 and Bridge St.

School Buses: School buses load and unload passengers at the circular driveway at the south end of the school. Buses enter the school's circular driveway through the east entrance, line up along the driveway to the west of the school's main doors, and exit the driveway.

Pedestrians: Some students were observed walking home from school traveling along 7th St Extension. Some of these students were walking to meet caregivers who were parked at a designated meeting spot, and some walked with their caregiver to a car parked in the neighborhood.



Wascher Elementary School Site Plan



Bicyclists/Micromobility: Students were observed biking home from school on the day of the walk audit, traveling west on 7th St Extension. Bicycle parking is located to the left of the school's main doors. This parking is uncovered.

Transit: Route 44 of the Yamhill County Transit system connects the City of McMinnville with surrounding cities. The nearest stop to Wascher Elementary School is at the Lafayette City Hall, which is 0.5 miles from the school.

PREVIOUS SRTS EFFORTS OR WALKING/BIKING ENCOURAGEMENT ACTIVITIES
Because of support and interest from staff and parents at Wascher Elementary, the school has organized some previous SRTS activites, including a walking school bus.

The City of Lafayette applied for CDBG funding to improve Monroe St as a pedestrian route but did not receive this funding. However, the City built a sidewalk from 3rd St to 7th St using local funds.

Bike and Pedestrian Facilities Inventory



The circular drive at the school entrance is used primarily for school bus pick-up and drop-off. There is also short-term parking on the left side of the driveway.



The circular driveway has wide sidewalks to accommodate students walking in and out of the school. Many parents park in the neighborhoods nearby, and students walk to meet them. The school encourages this behavior to minimize traffic.



Bike parking is provided near the school entrance, but is not covered.



Vehicle pick-up and drop-off occur to the east of the school building. Parents and caregivers drive alongside the school, turn around in the back parking lot, and exit through the same route.



Many parents park in the neighborhoods nearby, and students walk to meet them. The school encourages this behavior to minimize traffic.



Especially during the COVID-19 pandemic, vehicle traffic has backed up on 7th St and caused traffic jams during arrival and dismissal.

Key Themes

- There is considerable vehicle congestion at pick-up and drop-off times. Students and parents are encouraged by school staff to park and walk from nearby streets to lessen this congestion.
- Many students and parents were seen traveling along 7th St and 7th St Extension. Curb ramps are needed at some of the crossings on 7th St, and there is a sidewalk gap between Jefferson St and Bridge St.
- The crossing of Bridge St at 7th St is a barrier to safe travel for students and families who live west of Bridge St. This intersection has been improved but needs additional measures to improve visibility and safety for pedestrians.
- Students who live in Pioneer Park are bussed to school because there is no safe route for them to travel. There is a locked gate on 6th St that prevents them from taking a direct route, and Hwy 99 is not a comfortable road for pedestrians of all ages and abilities.
- Vehicles entering Lafayette on Hwy 99 may not realize they are traveling over the speed limit until they are approaching downtown crossings where students commonly travel, such as Bridge St or Monroe St.



7th St is a popular route for students walking and biking to and from school. Some are accompanied by parents, and others walk alone or with friends and siblings.



There are two high-visibility crossings on 7th St. However, curb ramps are needed to facilitate access at these crossings.



Several residential streets intersect with the north side of 7th St/7th St Ext. Many drivers were observed coming to a stop relatively far out into the intersections. Low visibility during dark morning or evening hours make it difficult to see pedestrians.



School Zone signage informs drivers of the 20 mph speed limit on 7th St as they approach the school.



7th St is an important travel route for students who live west of the school. However, there is not a complete walking path for students because of sidewalk gaps between Bridge St and Jefferson St.



Vehicle speed and volume along Bridge St is high, and many do not anticipate students traveling across the intersection of 7th St and Bridge St. There are no curb ramps for pedestrians at this intersection.



Due to a permanently closed gate along 6th St west of the Providence Park neighborhood, there is no direct route for students to travel between school and neighborhoods to the east, or to the Dollar General located on Pioneer Dr and Highway 99.



Vehicles entering Lafayette from the west are traveling at high speed with no prior stop controls, and may not anticipate students crossing at this intersection to reach Bill's Market on the south side of the intersection or neighborhoods to the southwest.



INTRODUCTION

This chapter outlines recommendations for construction projects, as well as education and encouragement programs, that address the issues identified in Chapter 3.

Changes to the streetscape are essential to making walking and rolling to school safer and more comfortable. Infrastructure improvements make it safer and more comfortable for families to walk and bike to school – and benefit everyone who travels to school and through the school area.

In addition, education and encouragement programs are a necessary component of any successful SRTS Plan. Often, programs that get more youth walking and rolling lead to increased public support for infrastructure projects – they can be an important first step towards building out the physical elements that make walking, biking, and rolling safer and more comfortable. Also, relative to many construction projects, most education and encouragement programs are very low cost.

The recommendations for construction projects and education and encouragement programs contained in this chapter were informed by existing conditions and input from school and district staff, caregivers, students, community members, and city and county staff, and are tailored to meet the needs and interests of the school community.



Construction Project Recommendations

Construction project recommendations are shown and described on the following pages. The map on the following page is a guide to the location of recommendations described in detail in Table 1. A more detailed table is included in Appendix F that includes: the needs identified at each location and ensuing construction recommendations, as well as the relative priority of the recommendation, a high-level associated cost, the agency responsible for implementing the recommendation, and any potential funding source for construction.

This Plan does not represent a comprehensive list of every project that could improve conditions for walking and bicycling in the neighborhood. Instead, it calls attention to key conflict points and potential improvements near the schools. Recommendations range from simple striping changes and signing to more significant changes to the streets, intersections, and school infrastructure. All construction projects need to be reviewed and designed by engineers and approved by the local road authority.

The recommendations are categorized into implementation timelines based on existing conditions, input from local partners, readiness of the school or community to accomplish the recommendation, resources available and other factors:

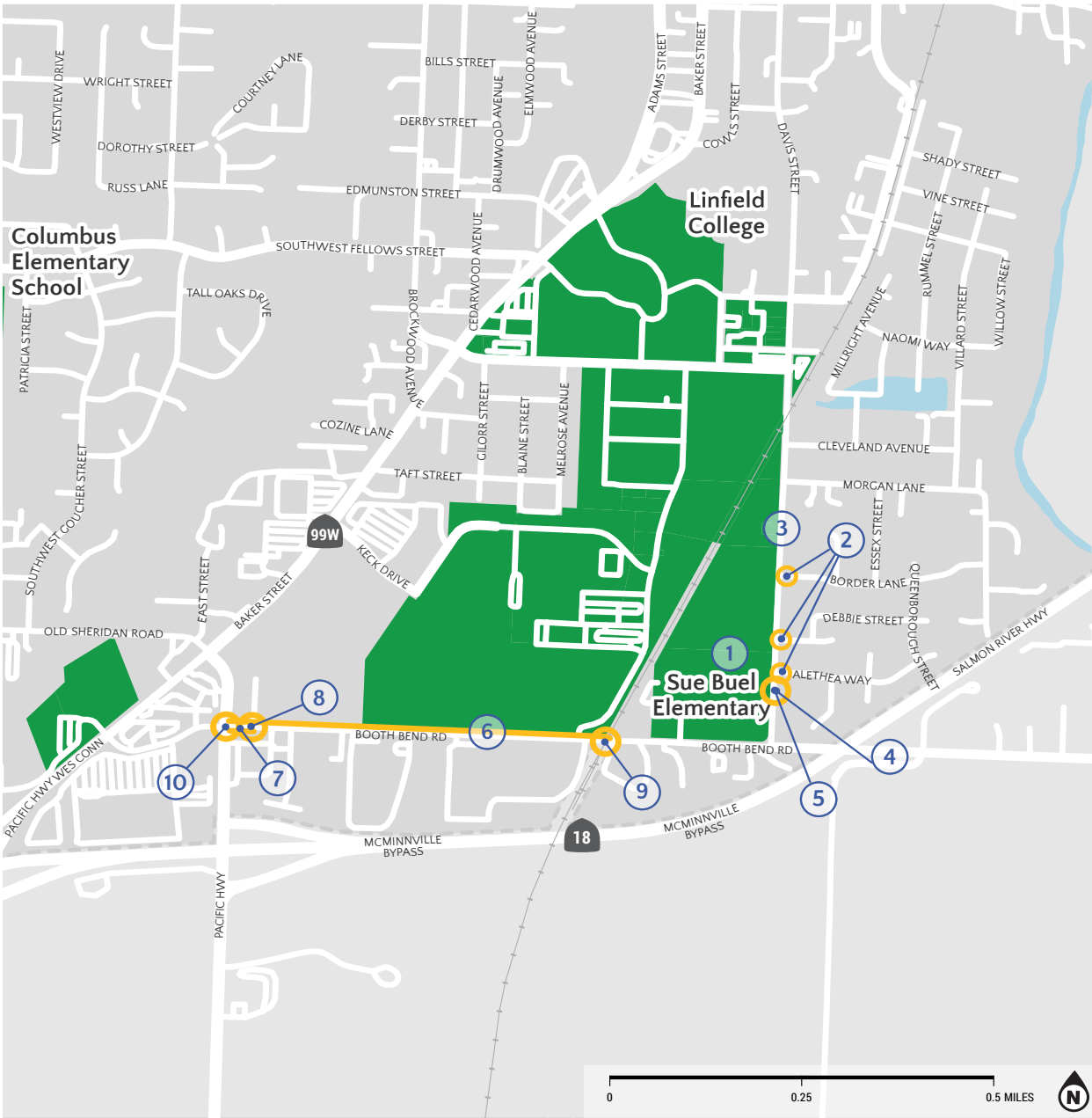
- **Short term:** within a year
- **Medium term:** 1-3 years
- **Long term:** 3-5 years

Implementation takes place continuously over time, with cooperation amongst partners and often, new sources of funding. Appendix F lists a variety of funding sources that can be used to implement the recommendations outlined in this section.



Table 1. Sue Buel Elementary School Infrastructure Needs and Recommendations

Rec #	Recommendation	Timeline
School Grounds		
01	Consider locating bike parking under a covered, lit area to provide shelter from weather.	Medium term
Davis Street		
02	Install high-visibility continental crosswalk markings and stop bars as old crosswalk markings need to be replaced, or where crosswalk markings currently are not present, across all of the roads that intersect with the east side of Davis St between the railroad crossing to the north and Alethea Way to the south (Cleveland Ave, Morgan Ln, Border Ln, Debbie St, Alethea Way). Install ADA-compliant curb ramps serving the marked crossings in locations where existing ramps are not compliant.	Long term
03	Trim vegetation as needed along sidewalks and walking paths.	Short term
04	Install pedestrian-oriented lighting at the Davis St crosswalk. Consider installation of a rapid rectangular flashing beacon (RRFB) to accompany existing school crossing assembly. Alternatively, change wattage of existing street lamp to provide more illumination of the crossing.	Medium term
05	Install permanent R1-6c signage atop the raised median reminding drivers to stop for pedestrians in crosswalk per state law for both the northbound and southbound approaches at the existing crosswalk along Davis St at the school frontage (just south of Alethea Way).	Short term
Booth Bend Road		
06	Install approximately 1/2 mile of sidewalk along the north side of Booth Bend Rd between Highway 99W to the west and the railroad crossing to the east. Coordinate with future development plans of the vacant lot on the north side of the street, as appropriate.	Medium term
07	Install approximately 450 feet of sidewalk along the south side of Booth Bend Rd between Highway 99W to the west and Horizon Homeowners Cooperative to the east.	Medium term
08	Consider installation of high-visibility continental crosswalk markings on the east side of the intersection of Booth Bend Rd and the Horizon Homeowners Cooperative driveway. Install curb ramps on both sides of the crossing. Install a School Crossing assembly (S1-1 with W16-7P) in both directions at the crossing. Install a School Advance Crossing assembly (S1-1 with W16-9P) for both approaches.	Long term
09	Install “Look” pavement markings on the sidewalk on both sides of the railroad crossing to alert pedestrians. Install detectable warning surfaces on both sides of the railroad crossing. Optional: Install pedestrian automatic gates on either side of the railroad crossing. (These gates have “arms” that lower in front of the sidewalk path)	
Hwy 99 and Booth Bend Road		
10	Install ADA-accessible perpendicular curb ramps at all four corners of the intersection of Highway 99W and Booth Bend Rd	

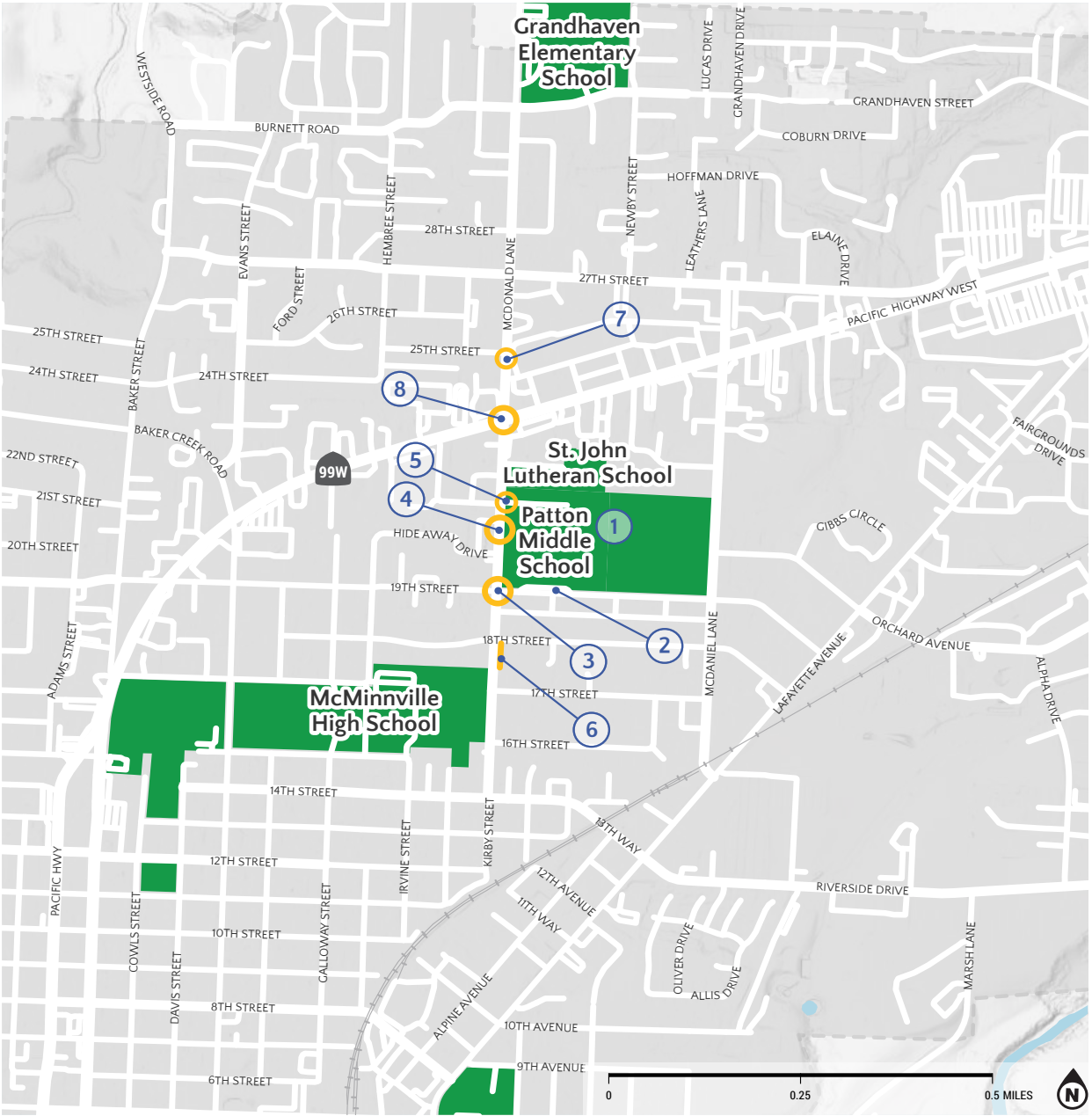


IMPROVEMENT
RECOMMENDATIONS

- Street Improvement
- Crossing Improvement
- Railroad
- School Property
- Parks
- Water
- City Boundary

Table 1. Patton Middle School Infrastructure Needs and Recommendations

Rec #	Recommendation	Timeline
School Grounds		
01	Consider locating bike parking under a covered, lit area to provide shelter from weather.	Medium term
02	Reopen vehicle pickup and drop off driveway along 19th St, per the School District signing and striping plan.	Short term
McDonald Lane		
03	Install high-visibility continental crosswalks at all four legs of the intersection of McDonald Ln and 19th St. Optional: Install stop bars in advance of each crosswalk and install pedestrian-oriented lighting at the intersection.	Medium term
04	Install high-visibility continental crosswalk markings across McDonald Lane midblock between 21st St and Hideaway Dr connecting with the existing pathway to the school. If feasible (considering driveway locations on the west side of the street), install bulbouts and curb ramps on one or both sides of McDonald Ln. Install a School Crossing Assembly (S1-1 with W16-7P) in both directions. Install a School Advance Crossing Assembly (S1-1 with W16-9P) for both approaches. Install in-street pedestrian crossing sign (R1-6c) to alert vehicles of crosswalk. Consider installation of RRFBs at this crossing.	Medium term
05	Install high-visibility continental crosswalk across the east side of the intersection of McDonald Ln and 21st St.	Short term
06	Fill in the sidewalk gap along McDonald Lane just south of 18th St on the east side of the street (approximately 80 ft).	Long term
07	Consider installing high visibility continental crosswalk markings across the south side of the intersection of McDonald Ln and 25th St. Install a west-facing curb ramp on the southeast corner. Install an ADA-compliant curb ramp on the southwest corner. Install a School Crossing Assembly (S1-1 with W16-7P) in both directions at the south crossing. Install a School Advance Crossing Assembly (S1-1 with W16-9P) for both approaches.	Long term
Hwy 99 and McDonald Lane		
08	Work with ODOT to consider establishing a Leading Pedestrian Interval (LPI) to provide pedestrians with a few second head start to enter the intersection before vehicles are granted a green light. In the long term, consider rebuilding the southeast and northeast corners of the intersection to reduce the vehicle turning radius and therefore reduce the pedestrian crossing distance.	Medium term



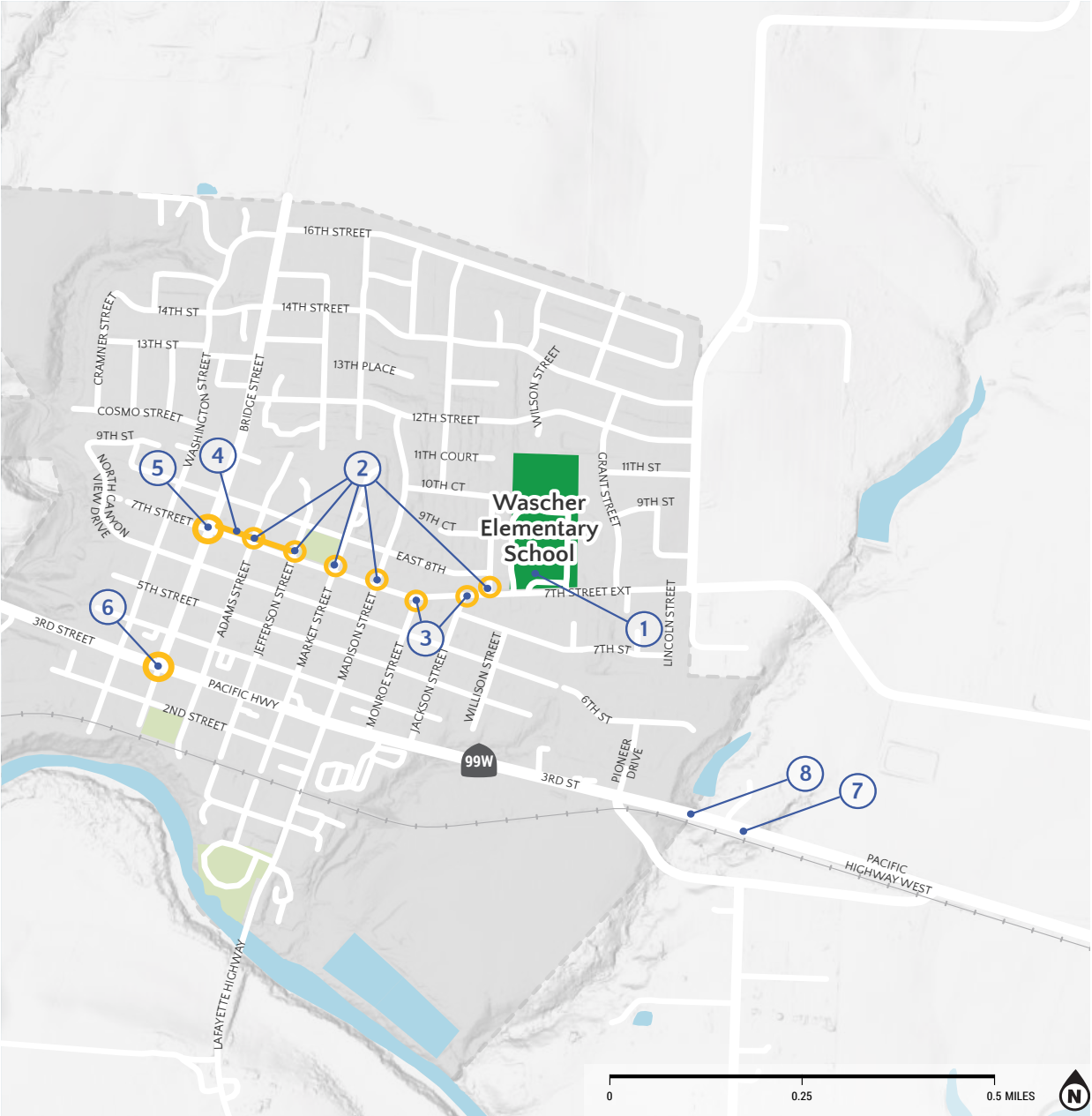
IMPROVEMENT
RECOMMENDATIONS



- Street Improvement
- Crossing Improvement
- Railroad
- School Property
- Parks
- Water
- City Boundary

Table 1. Wacher Elementary School Infrastructure Needs and Recommendations

Rec #	Recommendation	Timeline
School Grounds		
01	Consider locating bike parking under a covered, lit area to provide shelter from weather.	Medium term
7th Street / 7th Street Extension		
02	Install high-visibility continental crosswalk markings and stop bars where crosswalk markings are currently faded, non-standard, or not present, across all of the roads that intersect with the north side of 7th St/7th St Ext between Bridge St to the west and Grant St to the east (Adams St, Jefferson St, Market St, Madison St, Jackson St, west and east school driveways, and Grant St). Install ADA-compliant curb ramps serving each marked crossing, if currently non-compliant.	Medium term
03	Install two south facing curb ramps on the north side of 7th St/7th St Ext at Monroe St and Jackson St, to align with the newly painted crosswalk markings across 7th St/7th St Extension. Replace non-standard crosswalk markings across Jackson St with standard high-visibility continental crosswalk. Install School Crossing Assembly with downward diagonal arrow (S1-1, W16-7P) at all crossings where this assembly is not present.	Medium term
04	Install approximately 575 linear ft of sidewalk and curb ramps along the north side of 7th St between Bridge Rd and Jefferson St.	Medium term
05	At the intersection of 7th St and Bridge St, install RRFBs with School Crossing Assembly (S1-1, W16-7P) in both directions on the north side of the intersection. Install School Advance Crossing Assembly (S1-1, W16-9P) for both approaches. Install south and east-facing perpendicular curb ramps on the northwest corner of the intersection. Install west-facing curb ramp on the northeast corner, and a north-facing curb ramp on the southwest corner. Repaint faded continental crosswalk markings on the north and west sides of the intersection.	Medium term
Hwy 99		
06	<p>At Bridge St and Hwy 99, install Pedestrian Crossing Assembly (W11-2, W16-7P) in both directions on the west side of the intersection along Highway 99 at Bridge St. Install Pedestrian Advance Crossing Assembly (W11-2, W16-9P) in both directions. Consider installation of an RRFB.</p> <p>Repaint faded continental crosswalk markings on the west side of the intersection. Install continental crosswalk markings on the north side of the intersection. Install south and east-facing perpendicular curb ramps on the northwest corner of the intersection. Install east and north-facing perpendicular curb ramps on the southwest corner of the intersection.</p> <p>Consider installing a speed feedback sign facing eastbound drivers.</p>	Medium term
07	On the east side of Hwy 99 as it travels through Lafayette, consider installing a speed feedback sign facing westbound drivers.	Medium term
08	Consider additional traffic calming measures to enhance pedestrian safety and comfort along the constrained stretch of Highway 99 that provides access between the school and Pioneer Park.	Long term



IMPROVEMENT
RECOMMENDATIONS

- Street Improvement
- Crossing Improvement
- Railroad
- School Property
- Parks
- Water
- City Boundary



Education and Encouragement Program Recommendations

The programs outlined in this section are intended to increase awareness, understanding, and excitement for walking and rolling to school. Table 2 includes additional details about each recommended program including a brief description, suggested leads, timeline, and resources.

Suggested walking routes were also developed with project partners, based on community input and findings from the bike and pedestrian facility inventory. The Suggested Route Maps provided on page 54 encourages students and families to consider walking and biking to school. They also provide a School Commute network for the City to focus future infrastructure investments along the most important routes to school.

The Oregon Department of Transportation (ODOT) SRTS Program provides technical assistance to support local SRTS efforts. This support includes:

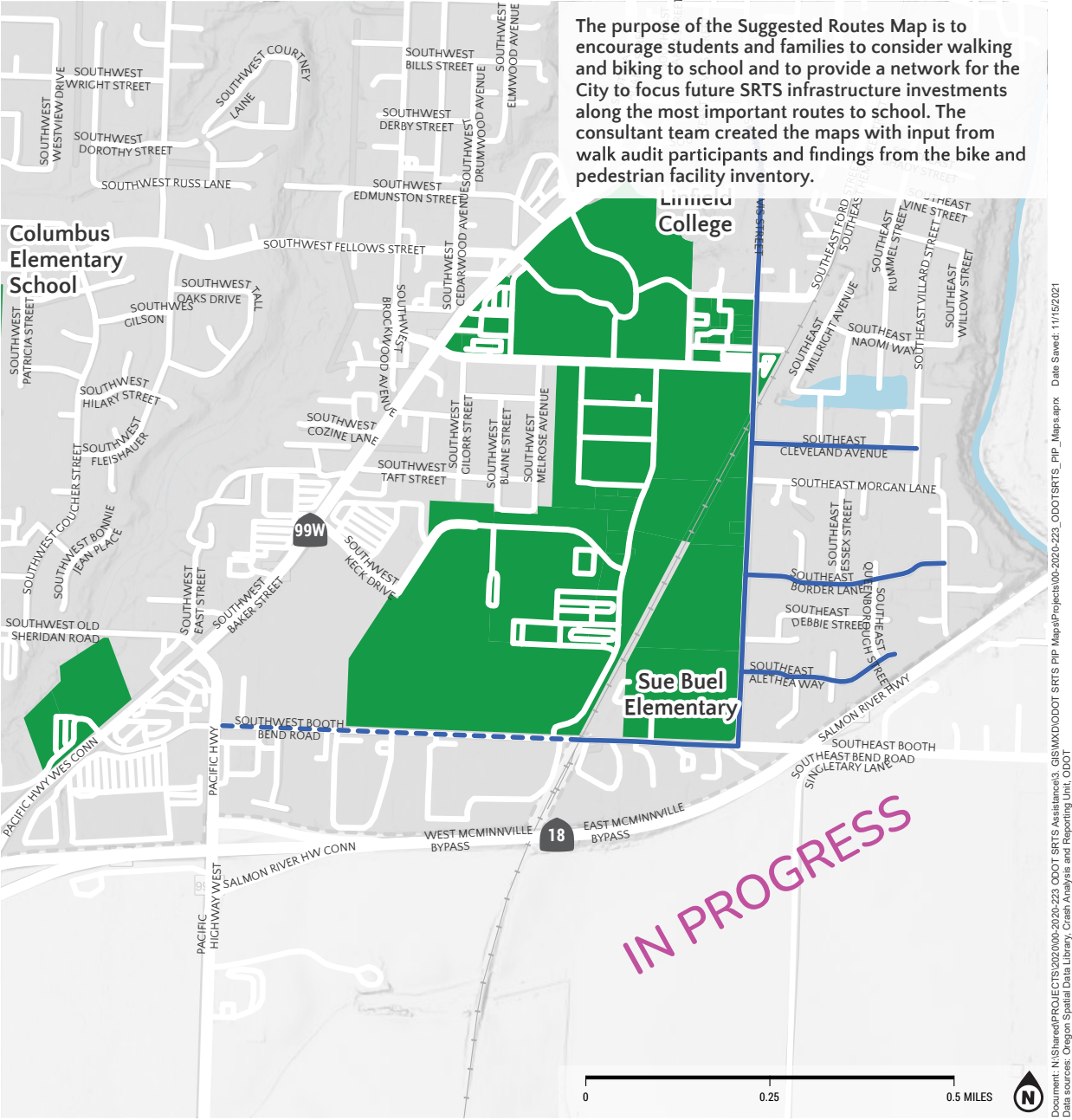
- 1. Coordination between practitioners through Regional Hubs (see call-out below) <https://www.oregonsaferoutes.org/contact>
- 2. Trainings and resource guides, which can be found on the Oregon SRTS website <https://www.oregonsaferoutes.org/resources/>
- 3. Incentives, activities, and messaging for monthly Walk+Roll events <https://www.oregonsaferoutes.org/walkroll/>
- 4. Bicycle and pedestrian safety trainings and a loaner bike fleet – coming in 2022

Learn more and keep in touch by signing up for the ODOT SRTS Newsletter: <https://www.oregonsaferoutes.org/>

CONNECT WITH YOUR ODOT SRTS REGIONAL HUB COORDINATOR

The ODOT SRTS Program can provide free resources, materials, and guidance to implement education and encouragement programs. The ODOT SRTS Education team is working in parallel with the Construction team to help communities across the state implement education and encouragement efforts. The team holds Regional Hub meetings to discuss statewide and regional SRTS strategies and efforts. Regional Hub Coordinators are a resource for local SRTS coordinators and regions without a coordinator to help create and sustain successful SRTS programs.

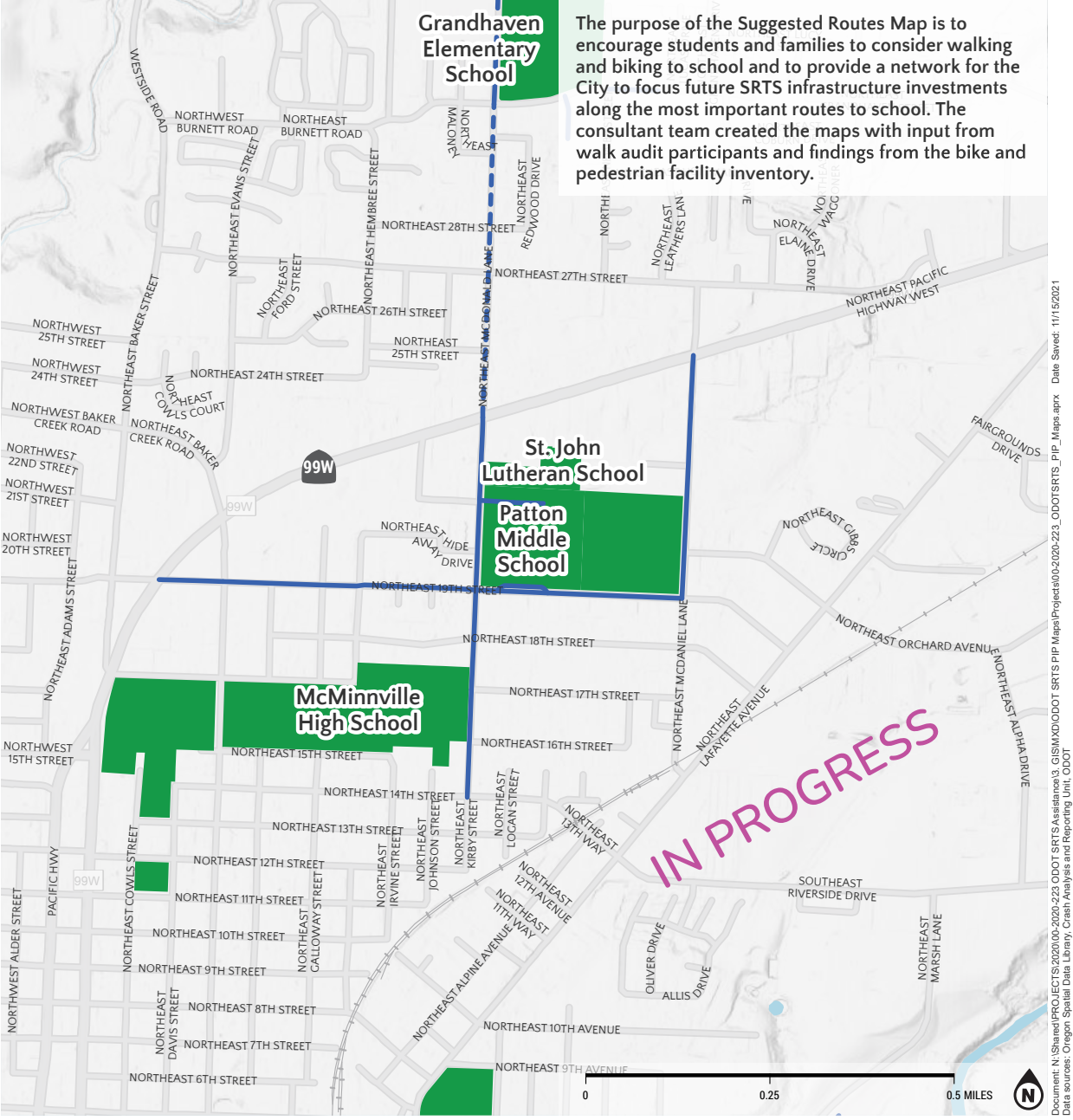
SRTS champions or involved staff in or near McMinnville and Lafayette are a part of the Willamette Valley and Coast Hub. Register for the meetings and office hours [here](#) or fill out the [contact form](#) to be connected with your Regional Hub Coordinator. Review Table 2 to identify educational and encouragement priorities and discuss with the Regional Hub Coordinator.



**SUGGESTED
WALKING AND
BIKING ROUTES**



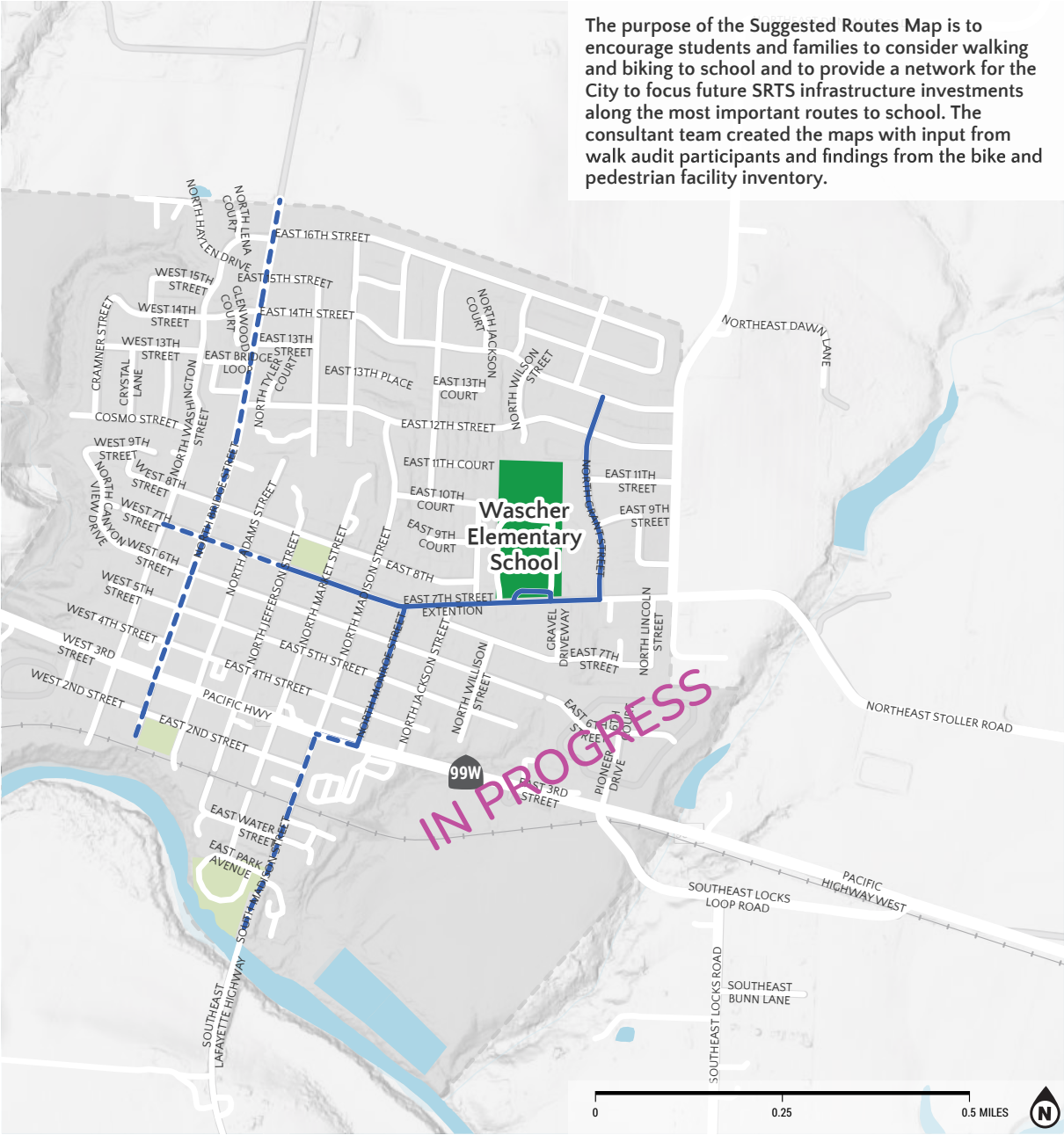
- Suggested Route
- - - Future SRTS Route
- Railroad
- School Property
- Parks
- Water
- City Boundary



**SUGGESTED
WALKING AND
BIKING ROUTES**



- Suggested Route
- - - Future SRTS Route
- Railroad
- School Property
- Parks
- Water
- City Boundary



SUGGESTED
WALKING AND
BIKING ROUTES



- Suggested Route
- Future SRTS Route
- Railroad
- School Property
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- Water
- City Boundary

Table 2. McMinnville School District Education and Encouragement Recommendations

Activity	Responsible Party	Description (Additional details provided on following page)	Timeline	Resources Needed	Inclusion Considerations	Measures of Success
Parent Education and Outreach	Individual schools	Travel safety tips for parents aimed at people walking, biking, driving, or riding the bus. <ul style="list-style-type: none">Sue Buel Elementary School: Place a particular emphasis on proper vehicle circulation procedures.Patton Middle School: Inform parents of proper use of the circular driveway after it is reopened with new striping.Wascher Elementary: Place an emphasis on safe routes for students and traffic reduction at arrival and dismissal times, including the option to park and walk with students.	Short term	Seasonal travel tips for school communications, flyer	Provide materials in Spanish, or other languages as needed.	Feedback from families; observations from school leadership
Safe Routes to School Coordinator Position	McMinnville School District	Apply for funding for a Safe Routes to School Coordinator for the entire McMinnville School District through the ODOT Competitive Education Grant.	Short term	Example job description and application materials	Include in the scope of this grant funds for translation of materials and programs where necessary	Receipt of funding from ODOT, and hiring of a SRTS Coordinator
Pedestrian and Bike Safety Education	SRTS Coordinator, Individual schools	Where feasible, work through after-school programs or within existing education curriculum to provide pedestrian and bicycle safety education to students. Place a particular emphasis on safe crossing behavior and route planning.	Medium term	Travel Safety Hand-out, messaging, curriculum	Focus on walking and biking safely in students' neighborhoods or on field trips	Number of students participating; feedback from families
Community School Safety Campaign	Individual schools	A school zone safety campaign can be used to share simple safety messages and increase the visibility of the school zone.	Medium term	Outreach materials	Provide materials in Spanish, or other languages as needed..	Feedback from families; observations from school leadership
Walking School Bus and/or Bike Train	SRTS Coordinator, Champions from individual schools	Interested parents from Wascher Elementary School have organized WSBs in the past, and there are staff members interested in reviving these. Parents from other schools may also be willing to accompany a WSB or Bike Train if they receive support from a SRTS Coordinator. Additionally, events could be held periodically to raise awareness of these options among students and families.	Short term	Communications to parents, routes and meet-up points, signs, staff/ volunteer time	Provide materials in Spanish, or other languages as needed. Consider how students with mobility challenges could participate.	Number of students participating; feedback from families

Activity	Responsible Party	Description (Additional details provided on following page)	Timeline	Resources Needed	Inclusion Considerations	Measures of Success
Walk + Roll to School Day	SRTS Coordinator, Individual schools	Organize participation in Walk + Roll to School Day to encourage and celebrate walking and biking at the school. This could also be a good time to organize a pilot Walking School Bus or Bike Train. Prize/incentive donations could be solicited from local businesses.	Short term	Food, music, decorations, incentives or prizes for students	Ensure that students who live too far to walk or bike are able to participate on campus. Consider locations to hold a remote drop-off site.	Number of students and community members participating
SRTS Demonstration Projects	SRTS Coordinator, City staff	Organize demonstration projects to engage students and families in opportunities to improve the built environment. Cooperate with road jurisdictions to ensure that these projects are compliant with permitting regulations.	Medium term	Support from the ODOT Quick Build program; Cones, barricades, paint, signage	Provide parent engagement materials in Spanish, or other languages as needed.	Feedback from families

PARENT EDUCATION AND OUTREACH

Parents are the primary decision-makers about how their students get to school. Informing parents about their options for walking and bicycling, as well as communicating the benefits of active transportation, can encourage more families to walk and bike. This can occur through school e-news or announcements, and other informational resources. After high-priority construction recommendations are implemented, suggested route maps can show parents the best walking or biking route to the school and help overcome concerns about barriers.

Resources include:

- The Oregon SRTS website has a host of safety tips for parents who are interested in their student [walking](#) and [biking](#) to school. Also, sign up for the [newsletter](#) to get current materials and seasonal safety tips
- The [National Center for SRTS](#) offers tools and training to provide communities the technical support they need to make community-enhancing decisions.



SAFE ROUTES TO SCHOOL COORDINATOR POSITION

A designated individual who is tasked with coordinating and championing Safe Routes to School can greatly increase the likelihood of program success. A SRTS coordinator is usually charged with scheduling, publicizing, and administering SRTS programming, including encouragement events, educational activities, safety campaigns, Walking School Buses and Bike Trains for students and their families. This person is also responsible for coordinating between various involved jurisdictions, community groups, and community stakeholders to promote SRTS as a priority.

Funding for SRTS Coordinators is available through ODOT’s competitive Education Grant process, as well as some regional and local governments.

TRAFFIC SAFETY CAMPAIGN

A school traffic safety campaign can share simple safety messages and increase the visibility of the school zone and families traveling in the area. Focus outreach during back to school time, as the weather turns and time changes in the late fall, and during the early spring months, to address seasonal visibility issues. Resources include:

- The Oregon SRTS website has a host of [banners, brochures, and other materials](#) that schools can use to raise drivers' awareness of students traveling in a school area. Order materials from the ODOT [Storeroom](#) and check the [www.oregonsaferoutes.org](#) website for current incentives and outreach materials available.
- The [Drive Like It](#) campaign offers yard signs, safety kits, and other materials with a simple, clear message.



PEDESTRIAN AND BIKE SAFETY EDUCATION

Pedestrian and bike safety education teaches students basic traffic laws and safety rules. Lessons are usually during PE classes or after school and may be one-time Bike Rodeos or multi-day courses.

Resources include:

- The ODOT SRTS [Neighborhood Navigators 2.0 Curriculum](#) includes a flexible in-class and on-bike Walk and Roll Safety Education lesson Plans and workbooks. The ODOT SRTS technical assistance team are piloting bike fleets and new Train-the-Trainer materials in 2022. Sign up for the Oregon SRTS newsletter or join the Regional Hub meetings to learn when these will launch.
- Oregon SRTS provides [curriculum for activities and lessons](#) that teach the knowledge and skills necessary to be safe road users, including bike and pedestrian [education videos](#).
- The National Highway Traffic Safety Administration offers a [child pedestrian safety curriculum](#) and [Cycling Skills Clinic Guide](#) to help organizations Plan bike safety skills events.



WALKING SCHOOL BUS/BIKE TRAIN

In a walking school bus, a group of students walks together to school, accompanied by one or two adults (usually parents or guardians of the students on the “bus”). As the walking school bus continues on the route to school, they pick up students at designated meeting locations. Similar to walking school buses, bike trains involve a group of students biking together with adults.

Bike trains and walking school buses for elementary school students are typically led by a parent, however, middle school students can become leaders, act as role models, and practice and teach safe bicycling behaviors. Bike trains may be more appropriate for middle school students, as they



enable students to feel independent in their mobility, while also providing the safety and comfort of riding in a group.

ODOT’s SRTS Website has [resources and tips](#) to get started, including a [2021 webinar](#) on the topic

WALK + ROLL TO SCHOOL DAYS

Walk+Roll events encourage and celebrate students walking and rolling to school.

Keep the momentum going year-round with ODOT SRTS’ monthly themes:

September: Back to School

October: International Walk to School Day

November: Ruby Bridges Walk to School

February and March: Winter Walk+Roll

April: Earth Month

May: Bike Month

Parents can set up a table on the event day to provide refreshments and small rewards for families who participate, as well as maps, lights, and safety information to encourage more students and families to join in the fun. Even families who live too far from school to walk and bike can participate by driving to a designated central location and walking together from there. Coffee and breakfast can be provided, and students can dress up or hold posters to make a fun, parent-supervised parade to school. Walks could also take place as a part of another health-related event or to benefit a cause.



Resources include:

- Schools in Oregon can order incentives to support and promote [Walk + Roll to School Day](#).
- King County Metro in the Seattle area has a [Tool Kit with resources](#) to plan a Walk + Roll to School Day event.
- [Walk and Bike to School](#) suggests event ideas and Planning resources for encouraging active transportation at schools.
- The National Center for SRTS maintains a [national database of walk and bike to school day events](#), as well as event ideas and Planning resources.



05



IMPLEMENTATION

INTRODUCTION

This chapter identifies high priority projects and provides guidance for implementation, including information about the ODOT SRTS Competitive Grants.

One of the goals of the PIP Process is to identify and refine specific projects that are eligible for the ODOT SRTS Infrastructure Grant and prepare jurisdictions to apply for the funding. This chapter describes the community-driven process to prioritize recommendations for the Competitive ODOT SRTS Infrastructure Grant Application, as well as additional project-related details that will be needed to complete the application.

Project Prioritization Process

PMT members provided feedback on how actions and recommendations should be prioritized in their community. This exercise requires thinking about trade-offs between different goals and actions.

The PMT found safety to be the most important priortization factor while also recognizing that equity, student density, and proximity to school were essential when considering projects. In order to make active transportation a reality for students, a long-term approach that maximized safety was essential.



Prioritization Criteria

How should we prioritize projects in your community?

SAFETY ★

Projects should be prioritized based on how unsafe a road is, looking at factors such as speed, traffic volumes, number of lanes, crossing distance or history of crashes.

PROXIMITY TO SCHOOL

Projects should be prioritized based on their distance from a school.

EQUITY

Projects should be prioritized based on their ability to support walking and biking for all students regardless of age, ability, race, or income.

COMMUNITY-IDENTIFIED NEED

Projects should be prioritized because they were identified through school or community engagement, parent/caregiver feedback, or during another Planning process.

STUDENT DENSITY

Projects should be prioritized based on their proximity to current and future students and families.

FEASIBILITY

Projects should be prioritized based on their location on or along a street that is already Planned for improvements, their cost, or other feasiblity measures that make them most achievable in the short term.

★ *Prioritization criteria identified as the most important to the community*

High Priority Construction Projects

The following are top priority improvements recommended for the Competitive ODOT SRTS Infrastructure Grant Application. These projects were chosen due to their emphasis on safety, proximity to school, and ability to serve a large number of students walking and biking both to and from and between schools. The City of McMinnville and the City of Lafayette will be the relevant parties to prepare the Competitive ODOT SRTS IN Grant applications for these projects.

Tables 3, 5, and 7 (**page 60**) provides a planning-level cost estimate for each recommendation to the Cities of McMinnville and Lafayette. To help facilitate the application preparation, the recommendations are organized by relevant school. Tables 4, 6, and 8 (**page 60**) provide additional project-specific information needed for ODOT grant applications. Appendix E includes more detailed project cost estimates.

Table 3. Sue Buel Elementary (City of McMinnville) Implementation Priority Projects

PROJECT DESCRIPTION	PLANNING-LEVEL COST ESTIMATE
Mobilization	\$76, 800
Traffic Control	\$115,200
Erosion Control	\$15,400
Clearing and Grubbing	\$7,700
Booth Bend Road (North Sidewalk)	\$496,074
Booth Bend Road (South Sidewalk)	\$225,770
Davis Street Crossing Improvements	\$45,900
Additional Costs	\$663,000
Total Project Cost	\$1,645,844

Table 4. Project Details for Sue Buel Elementary ODOT Competitive Infrastructure Grant

PROJECT DESCRIPTION	RESPONSE FOR CITY OF McMINNVILLE
Relevant Right of Way ownership	City of McMinnville
Utility implications and opportunities to mitigate	N/A
Environmental resource implications	N/A
Stormwater management implications	Sidewalks on the north side of Booth Bend Rd will need to be built far enough back from the roadway to allow for stormwater modifications if/when the parcel north of this road is developed.
Near a railroad? Or bridge, tunnel, retaining wall affected?	Booth Bend Rd is bisected by railroad, and a pedestrian crossing is needed at this location.
AADT	
Priority Safety Corridor	No

Table 5. Patton Middle School (City of McMinnville) Implementation Priority Projects

PROJECT DESCRIPTION	PLANNING-LEVEL COST ESTIMATE
Mobilization	\$8,700
Traffic Control	\$13,100
Erosion Control	\$1,800
McDonald Lane at 19th Street Crossing Improvements	\$4,040
McDonald Lane Midblock Crossing	\$82,900
Additional Costs	\$74,700
Total Project Cost	\$185,240

Table 6. Project Details for Patton Middle School ODOT Competitive Infrastructure Grant

PROJECT DESCRIPTION	RESPONSE FOR CITY OF McMINNVILLE
Relevant Right of Way ownership	City of McMinnville
Utility implications and opportunities to mitigate	N/A
Environmental resource implications	N/A
Stormwater management implications	N/A
Near a railroad? Or bridge, tunnel, retaining wall affected?	No
AADT	
Priority Safety Corridor	No

Table 7. Wascher Elementary (City of Lafayette) Implementation Priority Projects

PROJECT DESCRIPTION	PLANNING-LEVEL COST ESTIMATE
Mobilization	\$22,700
Traffic Control	\$34,100
Erosion Control	\$4,600
Clearing and Grubbing	\$2,300
7th Street / 7th Street Extension (North Sidewalk)	\$159,000
7th Street at Bridge Street Crossing Improvements	\$67,920
Additional Costs	\$196,100
Total Project Cost	\$486,720

Table 8. Project Details for Wascher Elementary School ODOT Competitive Infrastructure Grant

PROJECT DESCRIPTION	RESPONSE FOR CITY OF McMINNVILLE
Relevant Right of Way ownership	City of Lafayette
Utility implications and opportunities to mitigate	N/A
Environmental resource implications	N/A
Stormwater management implications	N/A
Near a railroad? Or bridge, tunnel, retaining wall affected?	No
AADT	
Priority Safety Corridor	No

Next Steps

With an SRTS Plan in place, it’s time to shift attention to implementation.

The strategies identified in this Plan may seem overwhelming at first. Just remember that anything you can do to make walking, biking, and rolling to school safer, easier, and more fun for students is a step in the right direction. Here are some things to remember:

START SMALL

Small actions can have a big impact, especially when it comes to building support, interest, and momentum for bigger initiatives.

FOCUS ON EQUITY

Not everyone has equal opportunities to walk and bike to school. Identify and prioritize strategies to address and overcome barriers that disproportionately impact the most vulnerable students.

BUILD PARTNERSHIPS

Look for opportunities to strengthen existing partnerships and build new ones. Reach out to caregivers, community members, local agencies and community organizations, and other partners to expand capacity and support for SRTS initiatives.

EMPOWER STUDENTS AS LEADERS

Student-led initiatives can generate enthusiasm and improve social conditions for SRTS. Empower students to take ownership of programs to raise awareness, build excitement, and expand opportunities for their peers to walk and bike to school.

TRACK PROGRESS

Continue to track trips and survey caregivers and students about their experiences walking, biking, and rolling to school. Conducting regular evaluation will help your team understand what works and what doesn’t work and allocate resources accordingly. Consider reporting annually on progress.

CELEBRATE SUCCESS

Take time to recognize efforts and celebrate progress. Whether it’s changing travel habits, achieving a major milestone, implementing an infrastructure improvement, launching a new program, or hosting a successful event, recognize and celebrate success.

PROGRAMMING COST ESTIMATE

SECTION				COUNTY	
Booth Bend Road Sidewalk Improvements at Sue Buel Elementary					
PROJECT #	Descriptoin	LENGTH	DATE	ROADWAY DESIGNER	
	Construct 2600' of new 5-6' wide sidewalk, construct PROWAG ramps, crosswalk improvements, rail grade crossing improvements and install RRFB.	2600	7/12/22		
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
MOBILIZATION AND TRAFFIC CONTROL					
	MOBILIZATION	LS	10%	\$40,900	\$40,900
	TRAFFIC CONTROL	LS	5%	\$20,450	\$20,450
ROADWAY					
	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1%	\$4,090	\$4,090
	CLEARING AND GRUBBING	ACRE	0.5	\$10,000	\$4,959
	GENERAL EXCAVATION / EMBANKMENT	CY	800.0	\$40	\$32,000
	CONCRETE SIDEWALK	SQFT	925.0	\$18	\$16,650
	CONCRETE CURB AND GUTTER	FOOT	100.0	\$60	\$6,000
	CONCRETE CURB RAMPS	EACH	6.0	\$12,000	\$72,000
	PEDESTRIAN CROSSING PANELS	LS	1.0	\$16,000	\$16,000
DRAINAGE					
	12" STORM SEWER PIPE, 0-10 FT DEPTH	FOOT	250.0	\$185	\$46,250
	CONCRETE STORM SEWER MANHOLES	EACH	1.0	\$6,500	\$6,500
BASES					
	AGGREGATE BASE	CY	466.7	\$100	\$46,667
WEARING SURFACES					
	LEVEL 2, 1/2 INCH DENSE HMAC	TON	321.0	\$110	\$35,309
	TRUNCATED DOMES ON SURFACES	SQFT	60.0	\$50	\$3,000
PERMANENT TRAFFIC CONTROL AND GUIDANCE DEVICES					
	SIGNAGE	LS	1.0	\$4,800	\$4,800
	THERMOPLASTIC PAVEMENT MARKINGS	LS	1.0	\$2,500	\$2,500
	ILLUMINATION	LS	1.0	\$35,000	\$35,000
	RRFB SYSTEM	EACH	2.0	\$36,000	\$72,000
RIGHT OF WAY DEVELOPMENT					
	EROSION CONTROL	LS	3%	\$8,560	\$8,560
	CONSTRUCTION SUBTOTAL (without MOB/TRAFFIC CONTROL/REMOVAL)				\$409,000
	CONSTRUCTION SUBTOTAL (with MOB/TRAFFIC CONTROL/REMOVAL)				\$474,000
	CONSTRUCTION CONTINGENCIES			35%	\$166,000
	RIGHT OF WAY ACQUISITION	SQFT		\$20	\$0
	SURVEYING			10%	\$47,400
	DESIGN ENGINEERING			20%	\$94,800
	RAILROAD COORDINATION AND CROSSING ORDER			15%	\$71,100
	CONSTRUCTION ENGINEERING			20%	\$94,800
	ADMINISTRATION (AGENCY COSTS)			13.5%	\$63,990
TOTAL CONSTRUCTION COST					\$1,012,090

NOTES: This estimate does not include right-of-way, utility relocation, new utilities or hazmat costs.

PROGRAMMING COST ESTIMATE

SECTION				COUNTY	
McDonald Lane Crossing Improvements at Patton Middle School (Option 1)					
PROJECT #	Descriptoin	LENGTH	DATE	ROADWAY DESIGNER	
	Install crosswalk improvements and RRFB system on McDonald Lane midblock crossing and at NE 19th Street		7/12/22		
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
MOBILIZATION AND TRAFFIC CONTROL					
	MOBILIZATION	LS	10%	\$7,800	\$7,800
	TRAFFIC CONTROL	LS	5%	\$3,900	\$3,900
ROADWAY					
	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1%	\$780	\$780
	CLEARING AND GRUBBING	ACRE	0.0	\$10,000	\$0
	GENERAL EXCAVATION / EMBANKMENT	CY	0.0	\$40	\$0
	CONCRETE ISLAND (BUMPOUTS)	SQFT	220.0	\$18	\$3,960
	CONCRETE CURB AND GUTTER	FOOT	80.0	\$60	\$4,800
	CONCRETE CURB RAMPS	EACH	2.0	\$12,000	\$24,000
BASES					
	AGGREGATE BASE	CY	0.0	\$100	\$0
WEARING SURFACES					
	LEVEL 2 OR 3, 1/2 INCH DENSE HMAC	TON	0.0	\$110	\$0
	TRUNCATED DOMES ON SURFACES	SQFT	20.0	\$50	\$1,000
PERMANENT TRAFFIC CONTROL AND GUIDANCE DEVICES					
	SIGNAGE	LS	1.0	\$3,600	\$3,600
	THERMOPLASTIC PAVEMENT MARKINGS	LS	1.0	\$3,200	\$3,200
	ILLUMINATION (POLE, LUMINAIRE, FOUNDATION, CONDUIT, WIRE)	LS	0.0	\$0	\$0
	RRFB SYSTEM	EACH	1.0	\$36,000	\$36,000
RIGHT OF WAY DEVELOPMENT					
	EROSION CONTROL	LS	3%	\$1,013	\$1,013
	CONSTRUCTION SUBTOTAL (without MOB/TRAFFIC CONTROL/REMOVAL)				\$78,000
	CONSTRUCTION SUBTOTAL (with MOB/TRAFFIC CONTROL/REMOVAL)				\$91,000
	CONSTRUCTION CONTINGENCIES			35%	\$32,000
	RIGHT OF WAY ACQUISITION	SQFT		\$20	\$0
	SURVEYING			0%	\$0
	DESIGN ENGINEERING			20%	\$18,200
	CONSTRUCTION ENGINEERING			10%	\$9,100
	ADMINISTRATION (AGENCY COSTS)			13.5%	\$12,285
TOTAL CONSTRUCTION COST					\$162,585

NOTES: This estimate does not include right-of-way, utility relocation, new utilities or hazmat costs.

PROGRAMMING COST ESTIMATE					
SECTION McDonald Lane Crossing Improvements at Patton Middle School (Option 2)				COUNTY	
PROJECT #	Descriptoin Install crosswalk improvements and RRFB system on McDonald Lane midblock crossing and at NE 19th Street, construct 85' sidewalk	LENGTH 85	DATE 7/12/22	ROADWAY DESIGNER	
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
MOBILIZATION AND TRAFFIC CONTROL					
	MOBILIZATION	LS	10%	\$8,900	\$8,900
	REMOVE AND REINSTALL FENCE	LS	1.0	\$2,500	\$2,500
	TRAFFIC CONTROL	LS	8%	\$7,120	\$7,120
ROADWAY					
	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1%	\$890	\$890
	CLEARING AND GRUBBING	ACRE	0.0	\$10,000	\$78
	GENERAL EXCAVATION / EMBANKMENT	CY	10.0	\$80	\$800
	CONCRETE SIDEWALK	SQFT	425.0	\$18	\$7,650
	CONCRETE ISLAND (BUMPOUTS)	SQFT	220.0	\$18	\$3,960
	CONCRETE CURB AND GUTTER	FOOT	80.0	\$60	\$4,800
	CONCRETE CURB RAMPS	EACH	2.0	\$12,000	\$24,000
BASES					
	AGGREGATE BASE	CY	9.3	\$100	\$930
WEARING SURFACES					
	LEVEL 2 OR 3, 1/2 INCH DENSE HMAC	TON	10.5	\$110	\$1,154
	TRUNCATED DOMES ON SURFACES	SQFT	20.0	\$50	\$1,000
PERMANENT TRAFFIC CONTROL AND GUIDANCE DEVICES					
	SIGNAGE	LS	1.0	\$3,600	\$3,600
	THERMOPLASTIC PAVEMENT MARKINGS	LS	1.0	\$3,200	\$3,200
	ILLUMINATION (POLE, LUMINAIRE, FOUNDATION, CONDUIT, WIRE)	LS	0.0	\$0	\$0
	RRFB SYSTEM	EACH	1.0	\$36,000	\$36,000
RIGHT OF WAY DEVELOPMENT					
	EROSION CONTROL	LS	3%	\$1,331	\$1,331
	CONSTRUCTION SUBTOTAL (without MOB/TRAFFIC CONTROL/REMOVAL)				\$89,000
	CONSTRUCTION SUBTOTAL (with MOB/TRAFFIC CONTROL/REMOVAL)				\$108,000
	CONSTRUCTION CONTINGENCIES			35%	\$38,000
	RIGHT OF WAY ACQUISITION	SQFT		\$20	\$0
	SURVEYING			0%	\$0
	DESIGN ENGINEERING			20%	\$21,600
	CONSTRUCTION ENGINEERING			10%	\$10,800
	ADMINISTRATION (AGENCY COSTS)			13.5%	\$14,580
TOTAL CONSTRUCTION COST					\$192,980

NOTES: This estimate does not include right-of-way, utility relocation, new utilities or hazmat costs.



2022 Safe Routes to School Competitive Construction Grant Application

PROGRAM DESCRIPTION: The Safe Routes to School Competitive Construction Grant Program is intended to fund bicycle and pedestrian projects that address a barrier to students walking and rolling to school. Read more about project eligibility and scoring criteria in the Program

Guidelines. <https://www.oregonsaferoutes.org/wp-content/uploads/2022/01/2023-2024-Safe-Routes-to-School-Construction-Program-Guidelines-for-website.pdf>

DEADLINES:

Application Part 1* will open on February 1, 2022 and is due by 11:59 pm on March 18, 2022. If you did you fill out Part 1 in the required timeframe, you are not eligible to fill out Part 2. Contact leeanne.fergason@odot.oregon.gov with any questions.

Application Part 2 will open on May 1, 2022 and is due by 11:59pm on July 31, 2022. Most school principals are on vacation during July-so please work on getting your [support letter\(s\)](#) early in the process.

SCORING DESCRIPTION: The application includes information about all questions that will affect the application score: 500 points total, 420 points in Part 1 and 80 points in Part 2. Most points will be automatically calculated in this application with the exception of 34 points in Part 2 that will be scored through a staff review process. Information collected that is not noted with a scoring description will not affect the application score.

HOW TO SAVE YOUR APPLICATION: Save your progress often by clicking the "save" button at the bottom of the form. You will then be emailed a link to resume your progress.

CHARACTER LIMITS: Please note that there are **character** limits (not word limits) on many of the narrative questions. The form will not accept your answer if it is over the limit.

*Application Part 1 meets the requirement of the Letter of Intent noted in the program guidelines.

Part 1

Part 1 includes basic information and will be completed by the applicant between February 1, 2022 and March 18, 2022.

Part 1.1 General Information

What is the title of the project?

Sue Buell Elementary (Primary Location) & Patton Middle Schools Pedestrian Safety Projects

School Name/Primary Road/Primary Solution/Year Submitted

Maximum 100 characters.

Please format your project title as follows: "School Name/Primary Road/Primary Solution/Year Submitted" Example: "GlenfairES/Main/Sidewalk/22"

Applicant Contact Information

Name**Title****Agency****Phone****Email****Applicant Address**

Address Line 1

Address Line 2

City

State

Zip Code

Part 1.2 Eligibility Requirements

Is the project supported by the primarily affected school or school district?☒ Yes ☐ No**Is the project within a one-mile radius of a public school?**☒ Yes ☐ No*Note: The one-mile radius is calculated by drawing a one-mile straight line from the school.*Optional Resource: [SRTS map- includes crash data and school data](#)**Is the project in or aligned with a plan that meets the requirements of ORS 195-115?**☒ Yes ☐ No*Note: Plans may include but are not limited to a Safe Routes to School Plan, Transportation System Plan, or other locally adopted plan***List the plan, the date adopted or completed, and how the project is aligned with the plan:**

McMinnville School District Safe Routes to School Plan, draft report Feb 2022. The plan is currently being completed, and is scheduled for review and approval in March, 2022.

The safety goals of these projects are to increase safety for families travelling to school, including the perception of safety, which can be a barrier. These projects are aligned with that goal by providing improved pedestrian access with new walks, and improved safety and lighting at an existing crosswalk.

Project work will also include constructing two new mid block crossings with RRFB, lighting, high visibility markings and signage.

Note: Maximum 750 characters.*Example: Name of Plan, Date Adopted/Completed***Is the project in the public road right of way or will the project increase the road right of way to include your project?**☒ Yes ☐ No[ORS 195.115](#)[OAR 737-025-0060](#)

Note: Public road right of way refers to publicly owned land: Surface, shoulders, ditches, other drainage facilities in the border between the ditches.

Does your project reduce barriers and hazards to children walking or bicycling to and from school?

☒ Yes ☐ No

Do you and your key school contact commit to providing outreach to the primarily affected school community? This outreach includes a press release, a school newsletter article, and flyers sent home to students families'. Templates will be provided by ODOT.

☒ Yes ☐ No

You will be required to include a [letter of support](#) from the primarily affected school and any school mentioned in this application or school district as an attachment in Part 2 of the application.

If you answered yes to the above questions, please continue. If you answered no, your project is ineligible.

Part 1.3 Primary Affected School Information

Part 1 of your application must focus on one school called the "primarily affected school." We suggest that your "primarily affected school" is the school with the [highest percentage of low income students and with higher than average students of color, student with disabilities, Ever English Learners, and students that are chronically absent](#). In Part 2 you will be able to list additional project locations and schools affected. You will not receive additional points for affecting students at multiple schools.

Primarily Affected School Name

Sue Buell Elementary (note: Sue Buell is primary location; projects listed include projects at Patton Middle School)

Sample Elementary School

Contact's Name

Brian Crain

Title

Director of Operations

Phone

(503) 565-4022

Email

BCrain@msd.k12.or.us

What grades are taught at the school?

☒ This school teaches students from pre-kindergarten through 8th grade or any combination. (applicant will receive 90 points) ☐ This school teaches no students from pre-kindergarten through 8th grade or any combination.

Check all that apply about the project's relationship to the school.

- ☒ 1/4 mile or closer (applicant will receive 15 points)
- ☐ between 1/4 and 1/2 mile (applicant will receive 5 points to a maximum of 15 points for this question)
- ☒ The project is within the school attendance boundary (applicant will receive 5 points to a maximum of 15 points for this question).
- ☒ The project addresses an area that has supplemental bussing (also known as hazard bussing) (applicant will receive 5 points to a maximum of 15 points for this question).
- ☐ None of the above

If you receive points for school attendance boundary and/or supplemental bussing, you must upload backup documentation during Part 2 of your application due by July 31 (in Part 2.6). Back up documentation may include a verification email from school staff.

Use the mileage of the walking distance from the school

What percentage of students are low income at the primarily affected school?

☐ 10-19% (applicant will receive 15 points) ☐ 20-29% (applicant will receive 30 points) ☐ 30-39% (applicant will receive 45 points) ☐ 40-49% (applicant will receive 60 points) ☐ 50-59% (applicant will receive 80 points) ☐ 60-69% (applicant will receive 100 points) ☒ 70-79% (applicant will receive 120 points) ☐ 80-89% (applicant will receive 140 points) ☐ 90-100% (applicant will receive 160 points)

Resource: [SRTS map- includes crash data and school data](#)

Is your primarily affected school above the state average in any of the categories below? Check all that apply.

☒ The school is above the state average of 18% in Ever English Learners (students learning English as a second language) (applicant will receive 5 points up to 20 points)

Resource: [SRTS map- includes crash data and school data](#)

☒ The school is above the state average of 40% in students of color (applicant will receive 10 points up to 20 points)

☐ The school is above the state average of 15% in students with disabilities (applicant will receive 5 points up to 20 points)

☐ The school is above the state average of 1% in American Indian/Alaska Native students (applicant will receive 5 points up to 20 points)

☐ The school is above the state average of 28.1% in students who are chronically absent (applicant will receive 5 points up to 20 points)

Part 1.4: Project Primary Location Information

Part 1 of your application must focus on one location called the "primary location." Part 2 of your application may include additional locations. We suggest that your "primary location" is the location with the highest score.

Primary Location Information

Latitude:

451.900

####.###

Example: 045.456

Longitude:

-123.225

-###.###

Example: -123.123

Resource: Latitude and longitude information can be found in the [SRTS map- includes crash data and school data](#).

Name of street, road or highway on which the project is located:

Booth Bend Road

Cross street or other reference point (include state highway milepost begin/end if applicable):

South Davis Street

Project length in feet:

2700

Which side of the street is the project located?

South

Example: Both, North, South, East, West

Improvements at this Location

This information can be updated when you complete Part 2 of the application in summer of 2022.

Indicate the number of improvements you intend to build at this location.

9

Improvement 1

Description of Improvement

alternative walkway

choose from the dropdown menu or add your own

Quantity

2700 (Sue Buell: north side Booth Bend Rd, includes RR crossing signage and markings)

Example: 1

Improvement 2

Description of Improvement

rectangular rapid flashing beacons (s) or pedestrian hybrid beacon

choose from the dropdown menu or add your own

Quantity

4 (Sue Buell: on Booth Bend Road (2) and at existing crossing on S. Davis @ Alethea

Example: 1

Improvement 3

Description of Improvement

marked crosswalks

choose from the dropdown menu or add your own

Quantity

1 (Sue Buell: mid block on Booth Bend Road)

Example: 1

Improvement 4

Description of Improvement

overhead lighting

choose from the dropdown menu or add your own

Quantity

1 (Sue Buell, S. Davis crossing)

Example: 1

Improvement 5

Description of Improvement

in-street pedestrian crossing sign

choose from the dropdown menu or add your own

Quantity

2 (Sue Buell, S. Davis crossing @ Alethea)

Example: 1

Improvement 6

Description of Improvement

crosswalk visibility enhancements

choose from the dropdown menu or add your own

Quantity

4 (Patton, 19th & McDonald crosswalk markings)

Example: 1

Improvement 7

Description of Improvement

marked crosswalks

choose from the dropdown menu or add your own

Quantity

1 (Patton: mid block crossing on McDonald Lane)

Example: 1

Improvement 8

Description of Improvement

rectangular rapid flashing beacons (2) or
pedestrian hybrid beacon

choose from the dropdown menu or add your own

Quantity

2 (Patton, midblock crossing on McDonald Lane)

Example: 1

Improvement 9**Description of Improvement**

sidewalks (approximate ft)

choose from the dropdown menu or add your own

Quantity

85 LF (Patton, infill sidewalk on the east side of
McDonald south of school)

Example: 1

Provide information for the proposed project location or the location of the barrier that the project is addressing.

Note: you may include information about a parallel road if the project is intended to address a barrier on that road.

Choose one:

☒ This information below is true for the road on which the project is proposed. ☐ This information below is true for a parallel road on which the proposed project addresses a barrier.

Is there history of bicyclist or pedestrian injury or fatality within the hours of 6am and 9pm?

☒ Yes, injury (applicant will receive 7 points) ☐ Yes, serious injury or fatality (applicant will receive 20 points)

☐ No

Optional Resource: [SRTS map- includes crash data and school data](#)

Applicant may use bicycle and pedestrian crash data from any timeframe, and sources may include any reliable source like ODOT records, local sheriff or police report, etc. The crash must be located at the project site or the project must positively affect the crash site in some way.

Serious injury defined by ODOT crash unit: A suspected serious injury is any injury other than fatal which results in one or more of the following:

- Severe laceration resulting in exposure of underlying tissues/muscle/organs or resulting in significant loss of blood
- Broken or distorted extremity (arm or leg)
- Crush injuries
- Suspected skull, chest or abdominal injury other than bruises or minor lacerations
- Significant burns (second and third degree burns over 10% or more of the body)
- Unconsciousness when taken from the crash scene
- Paralysis

Describe your crash data source, and describe how the project positively affects the crash site.

Crash data was obtained from SRTS map for Sue Buell site. The Sue Buell projects will include a new accessible walk that will improve safety for pedestrians and cyclists along the Booth Bend corridor by providing a separated pathway. The project will provide a new midblock crossing on Booth Bend Road to serve Sue Buell families, with high visibility markings, RRFB, lighting and signage. An existing crossing on S. Davis adjacent to Sue Buell will be updated with R1-C signage, RRFB and lighting. Patton Middle School projects include a new midblock crossing with high vis markings, school signage, R1-C and a RRFB. New high visibility markings at 19th & McDonald crossing with new lighting will be installed as well.

Note: Maximum 750 characters.

Include information like number of bicyclist or pedestrian injuries and fatalities. Applicant may use bicycle and pedestrian crash data from any timeframe, and sources may include any reliable source like ODOT records, local sheriff or police report, etc. The crash must be located at the project site or the project must positively affect the crash site in some way.

Please choose the option below that results in the highest speed at this location.

☐ Posted Travel Speed (mph)

☐ Operating Speed - 85th percentile (mph)

Posted travel speed or operating speed (mph)?

☐ < 25 mph ☐ 25 mph (applicant will receive 7 points) ☐ 30 mph (applicant will receive 14 points) ☒ 35 mph (applicant will receive 20 points) ☐ ≥ 40 mph (applicant will receive 20 points)

Use this field to record the street with the higher speed if your project is at an intersection.

What are the number of travel lanes and the crossing width of the road from curb to curb?

☒ 2 lanes or fewer than 30 feet ☐ 3 lanes or greater than 30 feet (applicant will receive 7 points) ☐ 4+ lanes or greater than 40 feet (applicant will receive 20 points)

At the project location what is the average annual daily traffic (AADT)?

☐ < 3,000 ☒ 3,000-5,999 (applicant will receive 7 points) ☐ 6,000 - 8,999 (applicant will receive 20 points) ☐ 9,000 - 10,999 (applicant will receive 20 points) ☐ 11,000 - 11,999 (applicant will receive 20 points) ☐ ≥ 12,000 (applicant will receive 20 points)

At the project location what is the Transportation Disadvantaged Index?

☐ 0 - 1.4 ☒ 1.5 - 1.9 (will receive 5 points) ☐ 2.0 - 2.4 (will receive 10 points) ☐ 2.5 - and up (will receive 15 points)

Resource: [SRTS map- includes crash data, school data, and transportation disadvantages index data.](#)

Priority Safety Corridor

In order to qualify as a Priority Safety Corridor at least one of the projects must be located on a road or addressing a barrier on a road where the posted speed or 85th percentile speed of traffic is 40 miles per hour or greater OR if any two of the following apply:

- Posted speed limit 30 miles per hour or greater;
- More than 2 lanes or a crossing distance greater than 30 feet;
- 12,000 or greater annual average daily traffic;
- Has a demonstrated history of crashes related to school traffic.

More information can be found in the [Program Guidelines](#).

Does this location have a posted speed or 85th percentile of 40 miles per hour or greater?

☐ Yes (applicant will receive 40 points) ☐ No

Part 1.5

Provide a high-level PROBLEM statement that describes the barriers and hazards to children walking or bicycling to school. Provide a summary of the problem in a concise manner that can be used on a website or in a publication.

Booth Bend Road is not currently safe for students to walk on west of the existing railroad tracks. Students are bussed to school from the nearby Horizon Homeowner Cooperative despite being within walking distance of the school. The pedestrian approach to the intersection of Booth Bend Road and Hwy 99 is not accessible. While the main school crossing at SW Alethea and SW Davis functions well in general, the in-street signage is not permanent and the lighting is inadequate.

For example: there are several problems we are trying to addr

Note: Maximum 500 characters.

Provide a high-level description of your PROJECT. Project should be a viable solution to the above problem. Provide a summary of the project in a concise manner that can be used on a website or in a publication.

The project will provide a new accessible pathway along the north side of Booth Bend Road for Sue Buell students, as well as mid block crossing allowing pedestrian access to the new pathway from the Horizon Homeowners Cooperative. The project will create a safe and accessible rail crossing on the north side of the roadway, and provide signing and lighting improvements to the existing crosswalk on SW Davis. This existing crossing serves students in neighborhoods east and north of Sue Buell.

Maximum 500 characters.

Note: This language may be used on a website.

Additional Problem/Project Description: Describe any further details about the problem, the project, and how this project will help remove barriers for children walking and bicycling to the primarily affected school.

Booth Bend Road is a 2 lane facility that is not currently improved to urban standards. The roadway has roadside ditches on both the north and south side, with an existing dirt trail between the north roadside ditch and an adjacent fence line along private property. There is no safe crossing for students living on the south side of the roadway, and no accessible or marked pedestrian rail crossing just west of the school. This project will eliminate these barriers to pedestrian access to the school by constructing a new pathway between the ditch and fence line along the north side of the roadway, a mid block crossing for students living south of the road and an accessible, marked rail crossing.

Note: Maximum 750 characters.

Does any part of this project touch ODOT right of way?

☐ Yes, and I understand that ODOT Area Manager and District Manager must

If yes, work with your Region's [Active Transportation Liaison](#) to coordinate. You will need to obtain approval from the ODOT Area Manager and District Manager when filling out your application and during the construction of your project. You will work with

approve the final application and will need to be engaged with the delivery of the project.

ODOT staff to determine details like project cost estimate including adequate capacity for ODOT staff when needed and who will maintain the project, etc.

In which ODOT Region is your project located?

Resource: [ODOT Region maps](#)

Region 2

For what range of funds do you expect to apply?

☐ 60,000 - 100,000

☐ 100,000 - 500,000

☐ 500,000 - 1 million

☒ 1 million - 1.5 million

☐ 1.5 million - 2 million

☐

Part 1 Total Score

319

This number shows your score for Part 1. Part 1 is 84% of the total score of your application (maximum of 420 points out of 500). Once the deadline (March 18, 2022) for Part 1 passes, staff will send you information on the score of all applications submitted for Part 1. Then you can determine if you want to complete Part 2 between May 1, 2022 and July 31, 2022.

Please submit Part 1 by March 18, 2022 to be eligible to complete Part 2 between May 1, 2022 and July 31, 2022. You will be able to go back and update any information in Part 1 at that time.

Disclaimer: Contact [LeeAnne Ferguson](#), 503-910-8994, if you have any comments or concerns about the application or have an inability to provide required information.

Application Part 2 of 2

Part 2 includes more specific information and may be completed by the applicant between May 1, 2022 and July 31, 2022.

Part 2.1 Background

Information can be provided for one project or a bundle of projects when it makes sense to deliver projects at the same time for efficiency.

Additional Roadway Authority Information (if necessary)

Does any part of this project touch another roadway jurisdiction's right of way that is not ODOT?

☐ Yes ☒ No

If yes, the jurisdiction must be listed below and provide a signature concur with the application. See section 8.

Does any part of this project touch ODOT right of way? If yes, ODOT Area Manager and ODOT District Manager must be listed below and provide a signature to concur with the application. See section

☒ Yes ☐ No

8.

You will need to coordinate with ODOT (your Region's [Active Transportation Liaison](#) or other ODOT project staff) to get ODOT Area Manager's approval and coordinate with staff during the construction of your project at key points for ODOT approval.

Name of ODOT Area Manager

Anna Henson

If ODOT is the main applicant, you do not need to fill out this section of contact information.

Email

Anna.HENSON@odot.oregon.gov

Phone

(971) 707-2020

Name of ODOT District Manager

Cole Mullis

If ODOT is the main applicant, you do not need to fill out this section of contact information.

Email

Cole.F.Mullis@odot.or.gov

Phone

(971) 718-1982

Will applicant oversee design and construction of the project?

☒ Yes ☐ No

Is the applicant submitting more than one application

☐ Yes ☒ No

Note that any applicant may submit multiple applications but is only able to receive \$2 million total from this grant cycle.

Describe past, present, or upcoming Safe Routes to School education and engagement programs at the school or school district. Safe Routes to School programs includes education, encouragement, and evaluation activities that reduce barriers to children walking and bicycling to school.

Sue Buel Elementary School and Patton Middle School have not yet participated in SRTS activities. However, McMinnville School District hopes to bring education and encouragement activities to all its schools and reduce barriers to walking and biking for students.

Note: Maximum 750 characters.

Example: Describe the goals laid out in the affected school or school district Safe Routes to School Action Plan and what has been accomplished to date.

Describe the status/progress to date of school engagement for this project.

No school engagement to date outside of the SRST planning process completed by the District.

Note: Maximum 750 characters.

Check which design guides you used or will use to determine your project design.

☒ FHWA Bicycle and Pedestrian Design Guide

Optional Resources:

[FHWA Bicycle and Pedestrian](#)

☐ Small Town and Rural Multimodal Networks Guide

[Guide](#)

☒ NACTO Urban Bikeway Design

☒ NACTO Designing Streets for Kids

[Small Town and Rural Multimodal Networks Design Guide](#)

☒ ODOT Bicycle and Pedestrian Design Manual

☒ ODOT Blueprint for Urban Design

[NACTO Designing Streets for Kids](#)

☒ AASHTO Bicycle or Pedestrian Design Guides

[ODOT Bicycle and Pedestrian Guide](#)

☐

[ODOT Blueprint for Urban Design](#)

Does the applicant own sufficient right of way (ROW)?

☒ Yes, applicant owns right of way or has an easement (applicant will receive 20 points)

☐ No, but the right of way owner concurs with the project (applicant will receive 20 points)

☐ No, and I know the owner but I am not able to contact owner yet due to policies (applicant will receive 10 points)

☐ No, and I don't know who owns it.

☐ I don't know (applicant will receive 0 points)

Check which best describes your public process to date.

☒ We have completed public process, have done due diligence, or are currently in the process (applicant will receive 20 points)

☐ We did some outreach but it was a long time ago (example: 5 years or more) (applicant will receive 10 points depending on following questions)

☐ We have not started outreach (applicant will receive 0 points)

☐ We have done some outreach and the community is opposed to this project (applicant will receive 0 points)

Briefly describe the public outreach process around this project to date. Make sure to include any information about outreach or engagement with currently or historically marginalized communities.

Community members had the opportunity to participate in the SRTS planning process and provide feedback in the following ways:

- Participation on the Project Management Team (PMT)
- Participation in a school walk audit and/or community meeting (which were held both in person and virtually)
- Virtual feedback using the online Public Input Map and survey

The City of McMinnville also posted the SRTS information via the City's community email blast for three weeks. The email string, links, and supporting information were also posted to Facebook during this time.

Four people participated in the walk audit at Buel Elementary, and four participated in the walk audit at Patton Middle School.

Note: Maximum 750 characters.

Historically marginalized communities are groups that were (and some continue to be) denied full participation in mainstream cultural, social, political, and economic activities. Marginalized communities can include people of color, women, LGBTQ+, low-income individuals, prisoners, the disabled, senior citizens, and many more.

Identify any concerns that have been raised in the public outreach process or that you anticipate being raised and how you anticipate addressing these issues.

Several comments were received during the public outreach process. All comments were responded to by email. One of note was a comment that there should be protected bicycle facilities installed along with the sidewalks on Booth Bend. As we explained in our response, the City's Transportation System Plan calls for complete streets on Booth Bend, however the street won't be able to be fully designed/built until additional funding is available.

Note: Maximum 750 characters.

Describe any additional planned public process. Make sure to include any information about outreach or engagement with currently or historically marginalized communities.

Additional public process will be a part of the design and implementation phase of the project. Community meetings will be held and advertised in many ways to reach as many residents as possible including marginalized communities. Outreach will also include emails blasts, social media and meetings at the respective schools. A project web site will be prepared and documents will also be available for review at City offices for any residents that don't have access to computers.

Note: Maximum 750 characters.

Are there any environmental resources/hazards within or adjacent to the project area?

☐ Yes ☐ No ☐ I don't know

Examples: Wetlands and waterways, endangered species (fish, plants and wild life), water quality and quantity (storm water), flood plains,

See the following links for more assistance with environmental resources or hazards:

[Local Agency Guidelines Manual - Environmental Chapter 05](#)

[ODOT Geo-Environmental](#)

SCORING DESCRIPTION for environmental resources and hazards: In the application review process, staff will score this question based on applicant answers. Applicant will receive 20 points if they don't need to address any environmental hazards or resources or if they have a plan that will address the issues; 10 points if they know it's an issue but haven't figured out the details yet; 0

historic structures, and
archaeological sites.
Hazardous waste
sites/materials, and
geologically unstable slopes.

points if applicant doesn't know.

Does your project impact storm water drainage?

☒ Yes ☐ No ☐ I don't know

Example: relocating curb and gutter

SCORING DESCRIPTION for storm water: In the application review process, staff will score this question based on applicant answers. Applicant will receive 7 points if they don't need to address storm water or if they have a plan that will address the issues; 5 points if they know it's an issue but haven't figured out the details yet; 0 points if they don't know.

If yes, please list and explain how you plan to mitigate:

The planned location and width of the proposed asphalt path will impact approximately 270 LF of existing roadside ditch. That section of ditch directly east of the intersection of Booth Bend Road and Hwy 99 will be replaced with appropriately sized storm pipe and connected to the existing piped system near the intersection of Booth Bend Road and Hwy 99. The remainder of the roadside ditch from that point east to the railroad crossing will remain in place.

Note: Maximum 750 characters.

Will any utilities need to be relocated?

☒ Yes ☐ No ☐ I don't know

Example of utilities include water, gas, electric, etc

SCORING DESCRIPTION for utilities: In the application review process, staff will score this question based on applicant answers. Applicant will receive 7 points if they don't need to address utilities or if they have a plan that will address the issues; 5 points if they know it's an issue but haven't figured out the details yet; 0 points if they don't know.

If yes, please list and explain how you plan to mitigate:

There are four existing fire hydrants that may impact PROWAG clearances on the pathway. The City will work with McMinnville Water & Light to have the hydrants relocated as necessary to allow for the necessary accessibility clearances.

Note: Maximum 750 characters.

Check which best describes your design process to date.

☐ We have attached our completed design (applicant will receive 6 points)

☒ We have started design and attached our progress so far (applicant will receive 3 points)

☐ We have not started design or conceptual design.

Is the proposed project included in a larger project that is using federal funding?

☐ Yes ☒ No

Note: If your project is delivered with a federally funded project, then your project must also follow federal guidelines. Take this into account when you are writing your budget and schedule.

[ORS 366.514](#)

[ADA Facilities requirements](#)

Does the project include a railroad crossing or is it within 500 feet of one?

☒ Yes ☐ No

If yes, do the railroad company and the ODOT Rail Crossing Safety Unit concur with the project request?

Optional
Resource: [ODOT's Railroad Crossing contact information.](#)

☒ Yes ☐ No

{if (ApplicationPart2Of2.Part21.RailroadCompanyODOTRailCrossingSafetyUnitConcur = "Yes")}

If yes, provide a signature of railroad company or ODOT Rail Crossing Unit on the [Application Signature Page](#) and submit in Section 8.

{ end if }

Are any bridges, tunnels, retaining walls or other structures required?

☐ Yes ☒ No

Applicant will maintain improvement once project is completed, including landscaping.

☒ Yes ☐ No

If applicant answered no, you must submit a support letter from the entity that will maintain the project with the maintenance commitment described in the support letter.

Reminder: To save your application, scroll to the bottom and click the "save" button in the lower right hand corner.

Total Background Points
43

This total includes Design, Public Process, and Right of Way for a maximum value of 46 points.

This total does not include Environmental, Utilities and Storm Water. Staff will review the descriptions provided and determine points for those pieces for a maximum value of 20 points, 7 points, and 7 points respectively.

Part 2.2: Project Details and Schedule

In Part 1, the applicant described the primary location. At this time applicant may go back to Part 1 and update the information as needed.

In Part 2.2, the applicant will list any additional proposed locations and improvements in those locations. Use the format below.

Additional Location Information

If applicable, indicate the number of locations you intend to improve in addition to the primary location you listed in Part 1.

Project Schedule

Provide a project schedule using the applicable phases below. Program anticipates awarding grants in early 2023 and we expect most agreements will be executed by April 2023. Note: Projects must start construction within 2 years of signed agreement and be completed within 5 years of signed agreement.

Enter completion date for Scoping and Planning

11/30/2023

Enter completion date for Community Outreach/Engagement

11/30/2023

Enter completion date for Final Plans/Bidding
Engineering Documents

11/29/2024

Enter completion date for Construction

8/31/2027

Provide draft language for the scope you would prefer to be included in your intergovernmental agreement.

Sue Buell SRST Improvements:

- Booth Bend Road, from Hwy 99 to SW Davis Street the project will add PROWAG compliant ramps at Hwy 99 (NW corner) and SE Lever, AC path on north side of roadway, storm piping, curb and curb & gutter in ODOT ROW, 6' PCC walk in ODOT ROW, RR crossing improvements and connection to existing sidewalk, 1 set RRFB, enhanced visibility mid-crossing & signage
- SE Davis Street: from Booth Bend Road to Alethea Way at the existing crossing, the project will add: overhead lighting, 1 set RRFB, in-road pedestrian signage

Patton SRST Improvements:

- NE McDonald Lane: From NE 17th to NE 18th the project will add: Infill PCC sidewalk
- NE McDonald Lane, from NE 19th to NE 21st the project will add enhanced crosswalk markings at all four approaches of 19th & McDonald intersection, mid-block crossing with 1 set RRFB, PROWAG compliant ramps, enhanced visibility marked crosswalk and associated signage

Sample: From X Street to Y Road on Z Blvd, this project will add new curb and gutters, sidewalks, and intersection improvements.

Reminder: To save your application, scroll to the bottom and click the "save" button in the lower right hand corner.

Part 2.3: Project Cost and Cash Match

Provide a cost estimate. Note that any cost overages are the responsibility of the applicant. *Attach your budget in Section 8.*

CASH MATCH REQUIREMENTS: "Cash Match" is actual funds provided by the applicant that are reasonable, necessary and directly related to the project and funded by the applicant. Cash match may include project expenditures made within 60 months prior to the application deadline. Education and outreach efforts at the school do not constitute cash match. Examples of "cash match" include engineering, design, utility, right of way, and construction costs. See Program Guidelines (<https://www.oregon.gov/ODOT/Programs/Pages/SRTS-Rapid-Response-Grant-Program.aspx>) to determine if your project may be eligible for a reduced match of 20%.

Cost Estimate

Preliminary Engineering/Design Estimate

\$113,400.00

Right of Way Cost Estimate

\$0.00

Utility Cost Estimate

Construction Cost Estimate

\$0.00	\$567,000.00
--------	--------------

Other Costs

\$293,895.00

Contingency Estimate

\$199,000.00

Planning for 20%-30% contingency is recommended.

Total Project Cost

\$1,173,295.00

Automatically Calculated

What percentage of cash match are you prepared to contribute?

☒ 20% (you may choose 20% if your primarily affected school has 40% or more low income students, or if your community has 5,000 in population or fewer, or if your projects is located on a priority safety corridor.) ☐ 40% (required if you do not meet the 20% eligibility)

Grant Award Request

\$938,636.00

Automatically Calculated. Minimum grant request is \$60,000 and maximum grant request is \$2 million.

Cash Match

\$234,659.00

Automatically Calculated based on your project total.

If you are planning to match over the 40% requirement, please describe here. Note that overmatching does not prioritize your application.

I understand that if I receive this grant award, eligible costs spent after the agreement is signed will be reimbursed to me. Alternatives to reimbursement may be made for communities under 5,000 in population as needed.

☒ Yes ☐ No

Source(s) of cash match. Select all that apply.

☒ Local funds

☐ State funds

☐ Federal funds

☐ Prior work completed in the previous 60 months (you may NOT use prior work funded by the ODOT SRTS grant program)

☐

Part 2.4 Licensed Engineer Review Confirmation

Confirm that a licensed engineer has reviewed your cost estimates and scope by providing contact information.

Licensed Engineer Contact Information

Licensed Engineer Name

Sarah Jones, PE

Agency/Employer

David Evans & Associates

Email

sarah.jones@deainc.com

Phone

(503) 499-0460

Reminder: To save your application, scroll to the bottom and click the "save" button in the lower right hand corner.

Part 2.5 Program Evaluation

The following information is helpful data for application and program evaluation and is **not** scored as part of the selection process.

Is the project located in a city with 5,000 people or less?

☐ Yes ☒ No

Resource: Find population data with the [census quick facts tool](#).

Is your project located within a Metropolitan Planning Organization/Area

☐ Yes ☒ No

Resource: [Metropolitan Planning Organization Database](#)

Are you willing to accept partial funding for this project?

☒ Yes ☐ No

Why or why not?

The City is willing to accept partial funding if such funding covers all of the projects associated with at least one of the two school locations in the grant submittal.

Maximum characters: 500

Does the community count and collect the number of children that get to the affected school by the following modes: Walking, Biking; Family Vehicle; Other?

☐ Yes ☐ No ☒ I don't know

Does your community collect and document parent, student, and/or school staff's safety concerns about the project area or larger school one-mile radius?

☐ Yes ☐ No ☒ I don't know

Reminder: To save your application, scroll to the bottom and click the "save" button in the lower right hand corner.

Part 2.6 Attachments

Completed Signature Sheet(s)

AM Approval McMinnville.pdf

[Signature page](#) (required)

DM Cole Signature Page_SRTS_McMinnville_encrypted_.pdf

ODOT Rail Signature Page_SRTS_McMinnville-Signed.pdf

If you are applying for a project that touches ODOT right of way,

you must submit signatures from both the Area Manager and the District Manager using the "Additional Roadway Authority" template.

Letter of School Support: Applicants are required to include a letter of support from the primarily affected school and any school mentioned in this application or school district on school or district letterhead and signed by the district superintendent or school principal.

Sue Buell Support letter.pdf

Patton Support Letter.pdf

[School letter of support](#) (required)

Project location map, scale bar, north arrow, street labels, aerial photograph of map

Safe Routes To School Schematic Drawing - Patton.pdf

Safe Routes To School Schematic Drawing - Sue Buel.pdf

At a minimum you can print out the google birds eye view or the view from the [SRTS mapping tool](#) and add the additional components by hand or you can get fancier. We'd just like to see what you're thinking!

Cost estimate: Attach the notes or back up information for how you determined your cost estimate.

McMinnville Safe Routes to School Estimate July 28 2022.pdf

Photos: Attach photos of the project area

Improvement #6 19th & McDonald xwalk upgrade location.jpg

Improvement #1-rail crossing north side Booth Bend Road.jpg

Improvements #2,#4,#5-RRFB, signage, lighting @ S. Davis.jpg

Improvement #7,#8-Patton RRFB & marked crossing with ramps.jpg

Improvement #9- Infill Sidewalk on McDonald.jpg

Improvement #2-RRFB location on Booth Bend.jpg

Improvement #1-RR crossing connection to ex. sidewalk.jpg

Improvement #1 Proposed AC path-ODOT ROW.jpg

Improvement #1 Proposed AC path location.jpg

Improvement #3 Approximate location marked X walk-Booth Bend Rd.jpg

Conditionally required: Upload proof that the project is within school attendance boundary- for example, email verification from school staff (see Part 1.3)

SRTS Attendance and Supplemental bussing.pdf

Conditionally required: Upload proof that the project is at the location included in a supplemental bussing plan- for example, email verification from school staff (see Part 1.3)

SRTS Attendance and Supplemental bussing.pdf

Conditionally Required: Attach draft or completed design (see Part 2.1)

Conditionally Required: Submit support letter from entity that will maintain the improvements (see Part 2.1)

SRTS maintenance commitment letter.pdf

Optional: Any additional letters of support

Safe Route to School-PTA.pdf

SRTS Support Letter Signed.pdf

Optional: Attach a map of the school's identified walking and bicycling routes to school

Patton walking map.pdf

Buell Walking map.pdf

Optional: Walking and biking data counts and/or parent surveys (see Part 2.5)

Optional: Any additional information

Total Points for Part 2 submitted by applicant. This total includes Design, Public Process, and Right of Way for a maximum value of 46 points.

43

This total does not include Environmental, Utilities, and Storm Water. Staff will review the descriptions provided and determine points for those pieces for a maximum value of 20 points, 7 points, and 7 points respectively.

Total Points for Part 1 and Part 2 submitted by applicant. This total has maximum value of 466.

362

Please note that your answers in regard to location right of way, environmental issues, utilities, storm water, and design will be reviewed by staff prior to finalizing your score.

This total does not include Environmental, Utilities and Storm Water. Staff will review the descriptions provided and determine points for those pieces for a maximum value of 20 points, 7 points, and 7 points respectively. The maximum score of the application after staff review is 500 points.

By submitting this application, you are confirming that the information contained within is true and accurate.

Disclaimer: Contact [LeeAnne Fergason](#), 503-910-8994, if you have any comments or concerns about the application or have an inability to provide required information.

STAFF REPORT

DATE: May 13, 2025
TO: Mayor and City Councilors
FROM: Evan Hietpas, Associate Housing Planner
SUBJECT: Comprehensive Plan Amendment and Zone Change (CPA 1-24/ZC 4-24)

STRATEGIC PRIORITY & GOAL:



GROWTH & DEVELOPMENT CHARACTER

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

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

Report in Brief:

This is the consideration of a second reading of Ordinance No. 5159. The vote on the first reading at the April 22, 2025, meeting was not unanimous.

Ordinance No. 5159 approves the Comprehensive Plan Amendment and Zone Change applications for property located at 2320 SE Stratus Avenue, Tax Lots R442700600 & R442700604 (Dockets CPA 1-24 and ZC 4-24), as recommended by the Planning Commission.

Comprehensive Plan Map Amendment (CPA 1-24) and Zone Change Application (ZC 4-24) - The application bundles two requests: 1) a request to amend the Comprehensive Plan Map; and 2) a request to amend the Zone Map to rezone two parcels equating to 5.8 acres from industrial to residential. The subject parcels are currently designated Industrial on the McMinnville Comprehensive Plan Map and are designated M-1 on the Zoning Map. The request, if approved, would designate the property Residential on the Comprehensive Plan Map and R-4 (Medium, High-Density Residential) on the Zoning Map. A Comprehensive Plan Amendment and Zone Change proposal must satisfy all relevant requirements of the review criteria set forth in McMinnville Municipal Code (MMC) 17.74.020.

This request is consistent with the land-use amendments recommended by the recently adopted Three Mile Lane Area Plan to efficiently utilize the land within the city's limits to meet its future housing needs.

This is a quasi-judicial application subject to the procedures of Section 17.72.130 of the Zoning Ordinance. Per Section 17.72.130 (5) and (6) of the Zoning Ordinance, the Planning Commission

makes a recommendation to the City Council to approve or deny the application. Per Section 17.72.130(C)(5) and (6) of the McMinnville Municipal Code:

5. *Following the public hearing for all other quasi-judicial applications listed in Section 17.72.120, the Planning Commission shall make a recommendation to the City Council to approve or deny the application, or that the proposal be adopted or rejected, or that the application or proposal be approved in a different form.*
 - a. *If the decision of the Planning Commission recommends that an application be granted or that the proposal be adopted, or that the application be approved in a different form, the Planning Commission shall transmit to the City Council, a copy of the application, a scale drawing of the site, the minutes of the public hearing, the decision and findings of the Planning Commission, and any other materials deemed necessary for decision by the City Council*
 - b. *If the decision of the Planning Commission recommends that the application be denied, or the proposal rejected, no further proceedings shall be held by either the Planning Commission or City Council, unless an appeal of the Commission's decision is filed.*
6. *Upon receipt of the decision of the Planning Commission to recommend approval the Council shall:*
 - a. *Based on the material in the record and the findings adopted by Commission and transmitted to the City Council, adopt an ordinance effecting the proposed change, or;*
 - b. *Call for a public hearing on the proposal subject to the notice requirements stated in Section 17.72.120(D)-(F).*

The Planning Commission held a public hearing beginning on January 16, 2025, that was continued until February 6, 2025, and again continued until March 20, 2025. The public hearing was closed on March 20, 2025, and the Planning Commission voted 9-0 to recommend **approval** with conditions, with a revision to Condition #4 of the decision document pertaining to pedestrian infrastructure, and revisions to findings related to MMC 17.74.020(B). On April 3, 2025, the Planning Commission, by a vote of 9-0, recommended approval of a revised Decision Document that reflected the recommended approval.

The Planning Commission recommendation is now forwarded to City Council based on the findings provided in Exhibit A to Ordinance No. 5159, the Decision Document, Findings of Fact and Conclusionary Findings for Docket CPA 1-24/ZC 4-24.

Background:

The applicant and property owner submitted Comprehensive Plan Amendment and Zone Change applications to the Community Development Department on October 4, 2024. The application was deemed complete on October 28, 2024.

January 16, 2025, Public Hearing

A Notice of public hearing was mailed to all property owners within 300 feet of the exterior boundary of the subject property on December 26, 2024. Notice of the public hearing was published in the News Register on January 10, 2025.

February 6, 2025, Public Hearing

On January 16, 2025, notice of the application and the February 6, 2025, Planning Commission public hearing was mailed to property owners within 300 feet of the subject property in accordance with Section 17.72.120 of the Zoning Ordinance. On January 31, 2025, notice of the application and the February 6, 2025, Planning Commission public hearing was published in the newspaper in accordance with Section 17.72.120 of the Zoning Ordinance. The Planning

Commission held the continued public hearing on February 6, 2025, to consider the request, and continued the public hearing until March 20, 2025.

March 20, 2025, Public Hearing

On March 20, 2025, the Planning Commission held the continued public hearing and voted 9-0 to recommend approval with conditions, with a revision to Condition #4 of the decision document pertaining to pedestrian infrastructure, and revisions to findings related to MMC 17.74.020(B).

April 3, 2025, Action Item

On April 3, 2025, the Planning Commission, by a vote of 9-0, recommended approval of a revised Decision Document that reflected the recommended approval.

Summary of Findings

The Conclusionary Findings are the findings regarding consistency with the applicable criteria for the application. The applicable criteria and standards for a Zone Change and Comprehensive Plan Amendment are found in the MMC, Title 17, Chapter 17.74 of the Zoning Ordinance. In addition, the goals, policies, and proposals in Volume II of the Comprehensive Plan are to be applied to all land use decisions as criteria for approval, denial, or modification of a proposed request. Goals and policies are mandated; all land use decisions must conform to the applicable goals and policies of Volume II. Amendments to the City's adopted and acknowledged planning documents, including amendments to the Comprehensive Plan Map and Zoning Map, are also subject to certain Statewide Planning Goals and associated statutes and administrative rules.

Staff found that comprehensive plan amendment/zone change application CPA 1-24/ZC 4-24 satisfied all code criteria, applicable Comprehensive Plan Goals and Policies, and applicable Statewide Planning Goals with four conditions of approval.

Recommended Conditions of Approval:

1. If at the time of development, the applicant proposes a density that exceeds 20 residential units per acre (as is assumed in the modeling analysis for R-4 zoning), the City may require the development to enter into a reimbursement agreement with the City for modeling the impacts of the proposed sanitary impacts. This analysis would need to be completed prior to any building permit issuance. Depending on the results of this analysis the applicant may be responsible for associated costs for improvements to increase system capacity.
2. The applicant shall be required to clearly delineate on-site vehicular circulation from Stratus Avenue to the development project to avoid conflicts between entry access to the development project on the subject site and the parking lot area of the properties that share access from Stratus Avenue with the development project. These details should be clearly shown on future site plan drawings submitted during the development permitting stage, including the Landscape Plan Review and Three Mile Lane Area Development Review processes, and should include pedestrian and bicycle connectivity adjacent to the access drive as well as physical delineation between the adjacent business parking lots and the access drive that is agreed upon by all property owners impacted.
3. Traffic impacts resulting from development tax lots R442700600 & R442700604 shall be limited to a maximum of 715 average daily trips.

4.

- a. A Traffic Impact Analysis (TIA) to assess the impact of the development on the local transportation network will be required prior to the submittal of building permits. The TIA will analyze in detail the impact of the proposed development on the following intersections per the performance standards in the City of McMinnville Transportation System Plan, and identify the necessary improvements to maintain performance.
 - i. SE Stratus Avenue/Site Access
 - ii. SE Stratus Avenue/ SE Norton Lane
 - iii. SE Norton Lane/Cumulus Avenue
 - iv. SE Norton Lane/HWY 18
 - v. NE Pacific-Cumulus-Nehemiah/ Three Mile Lane
 - vi. SE First Street/Three Mile Lane
 - vii. Additional areas of concern may be identified at the time of development for evaluation.

The applicant shall provide evidence that the proposed development will maintain compliance with the transportation performance standards adopted in the City's Transportation System Plan. Currently, the Mobility Standard for all local (city) intersections and streets shall be a volume/capacity ratio of .90. This is subject to change if the City updates the Transportation System Plan prior to a development permit application for the subject site.

The applicant will be required to build the necessary transportation improvements identified to maintain compliance with the City's performance standards at these intersections. These projects may include both vehicular and non-vehicular (pedestrian and bicycle) improvements.

- b. At the time of Landscape Plan Review and Three Mile Lane Area Development Review applications, the applicant shall provide the city with a transportation analysis that evaluates the current condition of Stratus Avenue for pedestrian travel and assesses the impact of development on the property on the safety of the pedestrian network on Stratus Avenue.

If the transportation analysis identifies a pedestrian safety concern along Stratus Avenue, the applicant will be required to install a new paved sidewalk in the right of way along the frontage of the property adjacent to the subject properties to the east, known as the Evergreen Mobile Home Park at 2400 SE Stratus Ave (Tax Lot R442700500) as an off-site improvement to mitigate the safety concern.

The proposed development will be eligible for Transportation System Development Charge (SDC) credits for required off-site improvements resulting from the pedestrian safety analysis, as approved by the City. Public sidewalk improvements must meet all applicable City standards in place at the time of development, following ADA Standards as shown in the PROWAG design guidelines. Any proposed modifications to these standards due to site constraints (such as the

width of available public right-of-way or the topography of the site), must be approved by the City's Engineering Division.

FIGURE 1. VICINITY MAP OF SUBJECT PROPERTIES (PROPERTY LINES APPROXIMATE)



FIGURE 2. COMPREHENSIVE PLAN MAP AMENDMENT

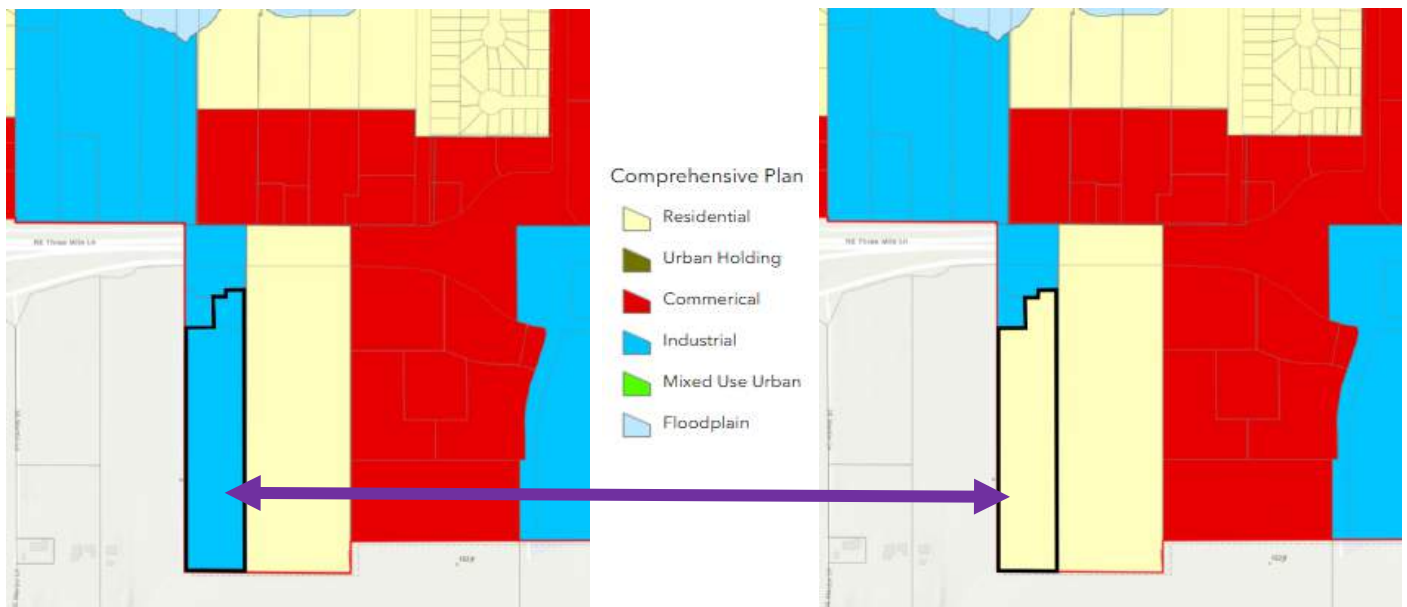
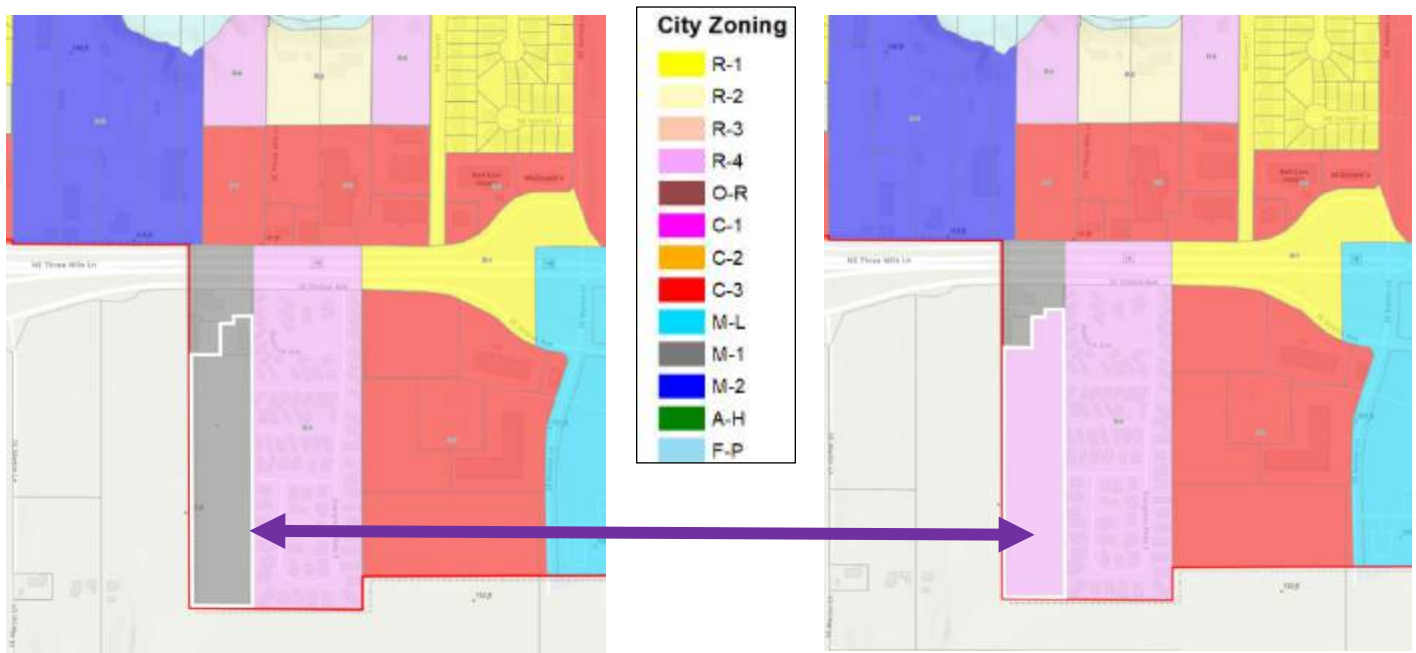


FIGURE 3. ZONING MAP AMENDMENT



Discussion:

Themes of Public Testimony and Staff Responses

All of the public testimony received is in the public record and can be found at [Comprehensive Plan Amendment/ Zone Change \(CPA 1-24, ZC 4-24\) - 2320 SE Stratus Avenue | McMinnville Oregon](#).

Sanitary Sewer System Capacity

During the initial review of this application by the City's Engineering Division, the following comment was provided, *"The existing sanitary system serving this property has capacity constraints. Changing zoning from M-1 to R-4 results in an increase from 360 (gpnad) to 2,848 (gpnad). Depending on the proposed density within the R4 zone there may or may not be a capacity concern."* This concern was brought up as a specific concern from one individual who submitted both written and verbal comments.

The Planning Commission continued the Public Hearing to March 20, 2025, so that analysis could be completed to determine if the proposed zone change from M-1 to R-4 would result in a capacity concern for the sanitary sewer network.

The City has now completed the capacity analysis, and it has been found that there is adequate capacity in the existing sanitary system to serve this property with minimal surcharging as allowed per the City's Wastewater Master Plan modeling. The assumptions for the analysis were based on the information provided from the applicant and include changing zoning from M-1 to R-4 with an assumption of 20 residential units per acre.

If at the time of development, the applicant proposes a density that exceeds twenty (20) residential units per acre, the City may require the applicant to enter into a reimbursement

agreement with the City for modeling the impacts of the additional proposed sanitary impacts. This analysis would need to be completed prior to any building permit issuance. Depending on the results of this analysis the applicant may be responsible for associated costs for improvements to increase system capacity. This is identified as Condition of Approval #1. "Attachment 2" of the Decision Document is a memo received from the City's Engineering Division memorializing this analysis.

Site Access and On-Site Circulation

A predominate concern that has been raised during the public hearing and comment period has been vehicular access and circulation at the site, particularly as it relates to the current businesses that operate (NW Logging and Ed's Transmission) adjacent to the subject property of this application. At the February 6, 2025, meeting, there was a request from a Planning Commissioner for the applicant to make an honest attempt to work with the business owners of NW Logging and Ed's Transmission to work towards a mutually agreeable solution to site access and circulation. In response to these concerns and requests, the applicant has submitted a Memo on March 12, 2025, which included a conceptual site plan drawing that proposes several adjustments and considerations:

- Relocate existing access and utility easement
- Relocate current storage shed
- Retain existing turnaround in the parking lots of businesses
- Provide privacy fencing along new access drive

FIGURE 4. CONCEPTUAL SITE PLAN DRAWING, SUBMITTED MARCH 12, 2025



Pedestrian Safety Along Stratus Avenue

In response to public testimony received, the Planning Commission voted and provided a recommendation to amend Condition #4 to fully evaluate pedestrian safety along Stratus Ave in relation to development at 2320 Stratus Ave, and if it was found that there are safety concerns, the applicant would construct the necessary improvements within the right-of-way along Evergreen Mobile Home Park. In summary, the Condition must require an analysis of pedestrian safety, and if there are safety concerns, the applicant will be responsible for the improvement project. A revised Condition of approval can be found on page 11 of the decision document, and is also included below:

"b. At the time of Landscape Plan Review and Three Mile Lane Area Development Review applications, the applicant shall provide the city with a transportation analysis that evaluates the current condition of Stratus Avenue for pedestrian travel and assesses the impact of development on the property on the safety of the pedestrian network on Stratus Avenue.

If the transportation analysis identifies a pedestrian safety concern along Stratus Avenue, the applicant will be required to install a new paved sidewalk in the right of way along the frontage of the property adjacent to the subject properties to the east, known as the Evergreen Mobile Home Park at 2400 SE Stratus Ave (Tax Lot R442700500) as an off-site improvement to mitigate the safety concern.

The proposed development will be eligible for Transportation System Development Charge (SDC) credits for required off-site improvements resulting from the pedestrian safety analysis, as approved by the City.

Public sidewalk improvements must meet all applicable City standards in place at the time of development, following ADA Standards as shown in the PROWAG design guidelines. Any proposed modifications to these standards due to site constraints (such as the width of available public right-of-way or the topography of the site), must be approved by the City's Engineering Division."

Applicability of MMC 17.74.020.(B), related to "Needed Housing"

Upon further review, and in response to written public testimony received, the Planning Commission voted and provided a recommendation to amend Conclusionary Findings related to the applicability of MMC 17.74.020.(B), as it pertains to "needed housing". When a proposed amendment concerns needed housing (as defined in the McMinnville Comprehensive Plan and state statute), criterion "B" shall not apply to the rezoning of land designated for residential use on the plan map. Staff revised the findings in the Decision Document to align with the legal memo (Attachment 3) submitted into the official record on March 20, 2025. The revised findings can be found on page 21-22 of the Decision Document, and are also included on the following page of this staff report:

"FINDING: *The applicant proposes a plan amendment to designate land for residential use on the plan map, and to rezone that land to multi-family residential. The Subsection B Exemption applies when a proposed plan map and zone map amendment "concerns needed housing (as defined in the McMinnville Comprehensive Plan and state statute)."*

The Comprehensive Plan does not define “needed housing”, however, the comprehensive plan must be consistent with state statute. State statute (ORS 197A.348) defines “needed housing” to mean “all housing on land zoned for residential use or mixed residential and commercial use that is determined to meet the need shown for housing within an urban growth boundary at price ranges and rent levels that are affordable to households within the county with a variety of incomes, including but not limited to households with low incomes, very low incomes and extremely low incomes, as those terms are defined by the United States Department of Housing and Urban Development under 42 U.S.C. 1437a.

*In other words, all housing within the city is needed housing because the city’s comprehensive plan identifies a need for housing at a variety of price ranges and rent levels to households within the city at a variety of income levels. The proposed Comprehensive Plan map and Zoning Map amendments “concern needed housing” because they are proposed amendments to change the plan and zone designations to residential, which designations can be used exclusively for housing. **Therefore, the second requirement of the Subsection B Exemption is satisfied, and Criterion B does not apply.”***

Attachments:

- Ordinance No. 5159
 - Exhibit A to Ordinance No. 5159 – Docket CPA 1-24/ZC 4-24 Decision Document

The following information can be found as part of the April 22, 2025 meeting packet at the following link: [packet_04.22.25_-_amended-compressed.pdf](#)

- CPA 1-24/ZC 4-24 Application Materials (on file with the Planning Division)
- Engineering Memo, dated February 13, 2025
- All Written Public Testimony received
- Summary of Public Testimony Received and City Staff Responses, prepared on March 20, 2025.
- Legal Memorandum prepared by Bateman Seidel, submitted into record on March 20, 2025.
- Planning Commission Minutes, January 6, 2025, February 6, 2025, March 20, 2025 and April 3, 2025 (to be provided).

City Council Options:

1. **ADOPT THE ORDINANCE** approving CPA 1-24/ZC 4-24 and adopting the Decision, Findings of Fact, and Conclusionary Findings per the decision document provided.
2. **ADOPT ORDINANCE** in an amended form, approving CPA 1-24/ZC 4-24 and adopting the Decision, Findings of Fact, and Conclusionary Findings per the decision document provided, **with revisions**.
3. **CALL FOR A PUBLIC HEARING**, date-specific to a future City Council meeting.

4. **DO NOT ADOPT THE ORDINANCE**, providing findings of fact and conclusionary findings based upon specific criteria to deny the application in the motion to not approve Ordinance No. 5159.

Recommendation:

The Planning Commission reviewed the proposal for consistency with the applicable criteria. The Planning Commission found that the applicable criteria were satisfied, as provided in the decision document, and **RECOMMENDED APPROVAL, WITH CONDITIONS** of the applications.

Staff **RECOMMENDS ADOPTION OF THE ORDINANCE** approving the applications CPA 1-24/ZC 4-24, as recommended by the Planning Commission.

Suggested Motion:

“BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, THE MATERIALS SUBMITTED BY THE APPLICANT, AND EVIDENCE IN THE RECORD, I MOVE THAT THE CITY COUNCIL ADOPT ORDINANCE NO. 5159.”

ORDINANCE NO. 5159

AN ORDINANCE APPROVING A COMPREHENSIVE PLAN AMENDMENT AND ZONE CHANGE FROM AN INDUSTRIAL DESIGNATION TO A RESIDENTIAL DESIGNATION AND M-1 ZONING (LIGHT INDUSTRIAL) TO R-4 (MEDIUM, HIGH DENSITY, 5000 SF LOT RESIDENTIAL) ZONING FOR PROPERTY OF APPROXIMATELY 5.8 ACRES LOCATED AT 2320 SE STRATUS AVE (TAX LOTS R442700600 & R442700604), DOCKET CPA 1-24/ZC 4- 24.

RECITALS:

WHEREAS, on October 4, 2024, the Community Development Department received concurrent land-use applications (Docket CPA 1-24/ZC 4-24) from applicant, Commonwealth Development Corporation, requesting approval of a Comprehensive Plan Map amendment from Industrial to Residential and a Zone Map amendment from M-1 (Light Industrial) to R-4 (Medium, High-Density, 5000 SF Lot Residential Zone) for two properties; and

WHEREAS, the subject properties is approximately 5.8 acres, located at 2320 SE Stratus Avenue, Tax Lots R442700600 & R442700604; and

WHEREAS, a duly noticed public hearing before the McMinnville Planning Commission was held on January 16, 2025 after due notice had been provided in the local newspaper on January 10, 2025 and written notice had been mailed to property owners within 300 feet of the affected property on December 26, 2024; and

WHEREAS, at said public hearing, the application materials, Decision Document, and a staff report were presented, and applicant and public testimony was received, and

WHEREAS, the Planning Commission continued the public hearing until February 6, 2025, and

WHEREAS, the February 6, 2025 public hearing was re-noticed to property owners within 300 feet of the affected property on January 16, 2025 to include the accurate meeting link information for virtual attendance via Zoom, and

WHEREAS, a public hearing before the McMinnville Planning Commission was continued on February 6, 2025, and

WHEREAS, at said public hearing, the application materials, updated Decision Document, and a staff report were presented, and applicant and public testimony was received, and

WHEREAS, the Planning Commission continued the public hearing until March 20, 2025 to provide time for the City and the applicant to conduct analysis regarding sanitary sewer capacity for the subject property, and

WHEREAS, a public hearing before the McMinnville Planning Commission was continued on March 20, 2025, and

WHEREAS, at said public hearing, the application materials, updated Decision Document, and a staff report were presented, and applicant and public testimony was received, and

WHEREAS, the Planning Commission closed the public hearing on March 20, 2025, and

WHEREAS, the Planning Commission, being fully informed, found that the requested Comprehensive Plan Map and Zone Map Amendment conformed to the applicable McMinnville Comprehensive Plan goals and policies and review criteria based on the material submitted by the applicant and the findings of fact and conclusionary findings for approval contained in Exhibit A; and

WHEREAS, on March 20, 2025, the Planning Commission, by a vote of 9-0, recommended approval with conditions, with a revision to Condition #4 of the decision document pertaining to pedestrian infrastructure, and revisions to findings related to MMC 17.74.020(B) of said Comprehensive Plan Amendment and Zone Change; and

WHEREAS, on April 3, 2025, the Planning Commission, by a vote of 9-0, recommended approval of a revised Decision Document that reflected the recommended approval,

WHEREAS, the City Council having received the Planning Commission recommendation and staff report, and having deliberated;

NOW, THEREFORE, THE COMMON COUNCIL FOR THE CITY OF MCMINNVILLE ORDAINS AS FOLLOWS:

1. That the Council adopts the Decision, Conditions, Findings of Fact and Conclusionary Findings as documented in Exhibit A, approving the Comprehensive Plan Amendment and Zone Change (CPA 1-24/ZC 4-24); and
2. That this Ordinance shall take effect 30 days after its passage by the City Council.

Passed by the McMinnville City Council this 13th day of May, 2025 by the following votes:

Ayes: _____

Nays: _____

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBITS:

- A. Decision Document for Docket CPA 1-24/ZC 4-24



City of McMinnville
Community Development
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311

www.mcminnvilleoregon.gov

DECISION, CONDITIONS, FINDINGS OF FACT AND CONCLUSIONARY FINDINGS FOR THE APPLICATION FOR A COMPREHENSIVE PLAN MAP AMENDMENT AND ZONE CHANGE FROM INDUSTRIAL, M-1 ZONING (LIGHT INDUSTRIAL) TO RESIDENTIAL, R-4 (MEDIUM, HIGH DENSITY RESIDENTIAL) FOR A PROPERTY OF APPROXIMATELY 5.8 ACRES, LOCATED AT 2320 SE STRATUS AVENUE, TAX LOTS R442700600 & R442700604.

I. INTRODUCTION

DOCKET:	Comprehensive Plan Amendment (CPA 1-24) and Zone Change (ZC) 4-24
REQUEST:	The application requests the approval of a concurrent approval of a Comprehensive Plan Map Amendment and Zone Change from Industrial to Residential. The subject parcels are currently designated Industrial on the McMinnville Comprehensive Plan Map and are designated M-1 on the Zoning Map. The request, if approved, would designate the property Residential on the Comprehensive Plan Map and R-4 (Medium, High-Density Residential) on the Zoning Map.
LOCATION:	Site Address: 2320 SE Stratus Avenue Map and Tax Lots: R442700600 & R442700604
CURRENT COMPREHENSIVE PLAN DESIGNATION:	Industrial
CURRENT ZONING:	M-1 (Light Industrial)
APPLICANT:	Commonwealth Development Corporation c/o Daniel DiFrancesco
APPLICANT'S REPRESENTATIVE:	Cascadia Planning + Development Services c/o Steve Kay
PROPERTY OWNERS:	Jodi L Devonshire, Andrea M Feero, and Jennifer L Feero
CITY STAFF:	Evan Hietpas, Associate Housing Planner
DATE DEEMED COMPLETE:	October 28, 2024

HEARINGS BODY & ACTION:

The McMinnville Planning Commission makes a recommendation to the City Council. A Planning Commission recommendation of approval is transmitted to the City Council for a decision. A Planning Commission recommendation/decision of denial becomes the final decision unless that decision is appealed to the City Council.

**PLANNING COMMISSION
HEARING DATES & LOCATION:**

January 16, 2025, at 6:30 P.M., Kent Taylor Civic Hall,
200 NE 2nd Street, McMinnville, OR 97128
Zoom Meeting ID: 893 6863 4307; Passcode: 989853

February 6, 2025, at 6:30 P.M., Kent Taylor Civic Hall,
200 NE 2nd Street, McMinnville, OR 97128
Zoom Meeting ID: 891 4771 2153; Passcode: 562233

March 20, 2025, at 6:30 P.M., Kent Taylor Civic Hall,
200 NE 2nd Street, McMinnville, OR 97128
Zoom Meeting ID: 831 2090 5124; Passcode: 288880

PROCEDURE:

Application for Comprehensive Plan Amendments and Zone Changes are processed in accordance with the procedures in Section 17.72.120 of the McMinnville Municipal Code. The application is reviewed by the Planning Commission in accordance with the quasi-judicial public hearing procedures specified in Section 17.72.130 of the McMinnville Municipal Code.

DECISION-MAKING BODY:

The McMinnville City Council makes the final decision, unless the Planning Commission recommendation is denial, in which case that is the final decision unless the Planning Commission decision is appealed to City Council.

**CITY COUNCIL MEETING
DATE & LOCATION:**

April 22, 2025, at 7:00 P.M. Kent Taylor Civic Hall, 200
NE 2nd Street, McMinnville, OR 97128 and via Zoom.

May 13, 2025, at 7:00 P.M. Kent Taylor Civic Hall, 200
NE 2nd Street, McMinnville, OR 97128 and via Zoom.

CRITERIA:

The applicable criteria for Comprehensive Plan Amendment and Zone Change is specified in Section 17.74.020 of the McMinnville Municipal Code. In addition, the goals, policies, and proposals in Volume II of the Comprehensive Plan are to be applied to all land use decisions as criteria for approval, denial, or modification of the proposed request. Goals and policies are mandated; all land use decisions must conform to the applicable goals and policies of Volume II. "Proposals" specified in Volume II are not mandated, but are to be undertaken in relation to all applicable land use requests. The proposal must also be consistent with applicable provisions of state law.

APPEAL:

The Planning Commission makes a recommendation to the City Council. If the Planning Commission recommendation is approval, the recommendation is forwarded to City Council to make the final decision. If the Planning Commission recommendation/decision is denial, then that is the final decision unless the Planning Commission's decision is appealed to the City Council per Section 17.72.180 of the McMinnville Municipal Code.

As specified in Section 17.72.190 of the McMinnville Municipal Code, the City Council's decision may be appealed to the Land Use Board of Appeals (LUBA) within 21 (twenty-one) days of the date written notice of decision is mailed.

Note: *The City's final decision is usually subject to a 120-day processing timeline, including resolution of any local appeal. However, per ORS 227.178(7), the 120-day period does not apply to a decision of the city making a change to an acknowledged comprehensive plan or a land use regulation that is submitted to the Director of the Department of Land Conservation and Development under ORS 197.610.*

COMMENTS:

This matter was referred to the following public agencies for comment: McMinnville Fire Department, Police Department, Engineering Department, Building Department, Parks Department, Public Works Department, Waste Water Services, City Manager, and City Attorney; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Planning Department; Ziplly Fiber (formerly Frontier Communications); Comcast; Recology; Northwest Natural Gas; Oregon Department of State Lands; and Oregon Department of Transportation. Their comments are provided in Section IV of this document.

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III. APPLICATION SUMMARY:

Subject Property & Request

The applicant requests concurrent amendments to the Comprehensive Plan Map and Zoning Map from Industrial to Residential and M-1 (Light Industrial) to R-4 (Medium, High-Density, 5000 SF Lot Residential Zone), for two parcels of approximately 5.8 acres, located at 2320 SE Stratus Avenue (Tax Lots R442700600 & R442700604). *See Vicinity Map (Figure 1), Comprehensive Plan Map (Figure 2A), and Zoning Map (Figure 3A).*

Comprehensive Plan Designations

The City establishes the following Comprehensive Plan Map Designations, which relate to the zoning map. The Residential designation covers all the zoning designations from R-1 through R-5, and any additional zones that may be created for residential uses. The Industrial designation covers all the industrial zones, from M-L to M-2, and any future industrial designations.

Zoning Designations

The M-1 (Light Industrial) zoning district is suitable for industrial uses that can be operated within a wholly enclosed building (outside storage of materials permitted if properly screened), and which are engaged in the manufacturing, processing, assembly, packaging, or treatment of finished or semi-finished products from previously prepared or processed materials. Warehousing, wholesaling, and limited commercial uses are also permitted. Residential uses are prohibited.

The R-4 (Medium, High-Density, 5000 SF Lot Residential Zone) zoning district allows a broad range of residential uses, including middle housing, apartments and large single-resident occupancy (SRO) developments, and requires a minimum lot size of 5,000 square feet. However, as a reminder, this application is for a zone change and comprehensive plan map amendment, not an approval for a specific use. The proposed amendments would not limit which R-4 permitted uses would be authorized on the subject property.

FIGURE 1. VICINITY MAP OF SUBJECT PROPERTIES



FIGURE 2A. EXISTING COMPREHENSIVE PLAN MAP

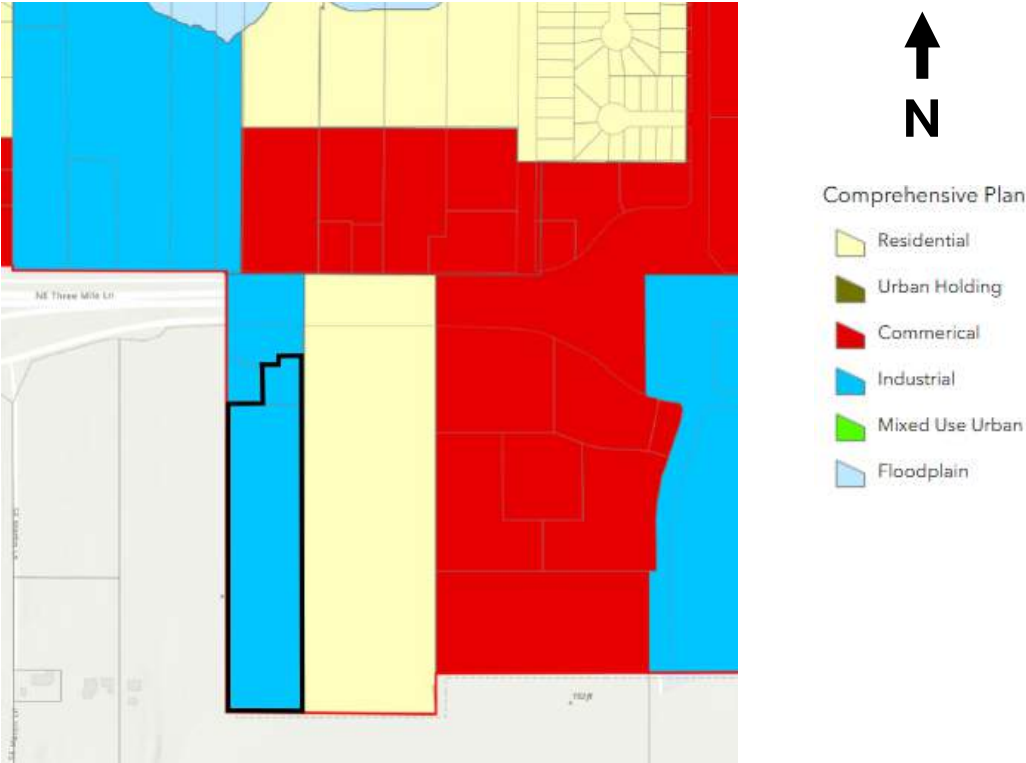


FIGURE 2B. PROPOSED COMPREHENSIVE PLAN MAP

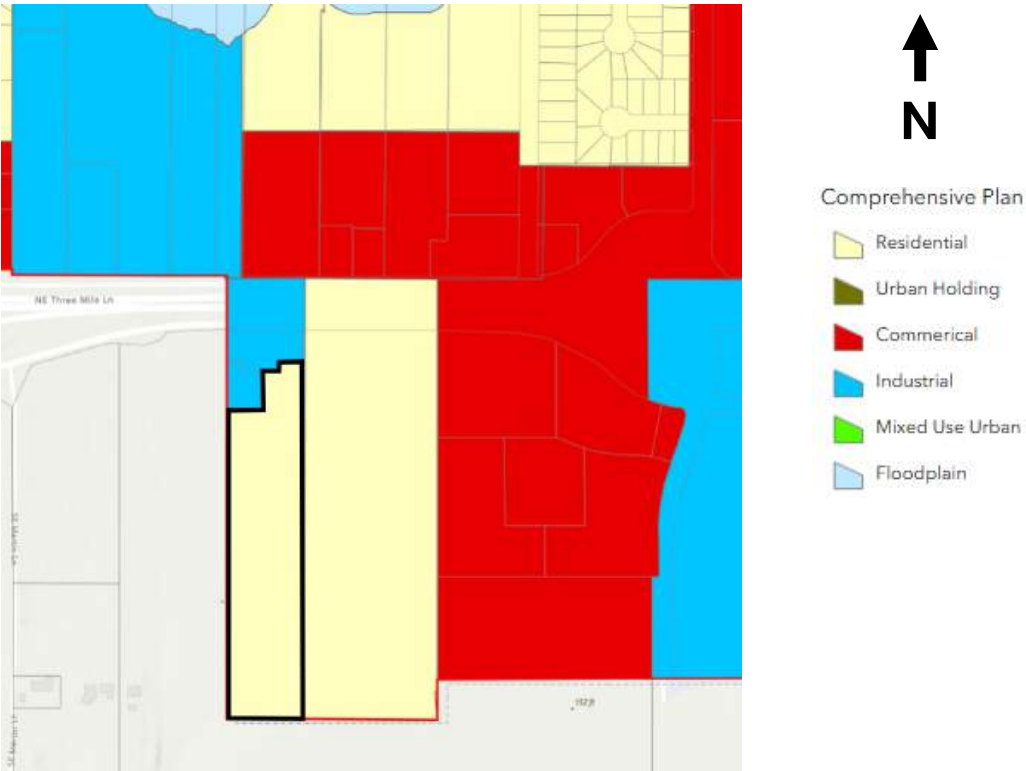


FIGURE 3A. EXISTING ZONING MAP

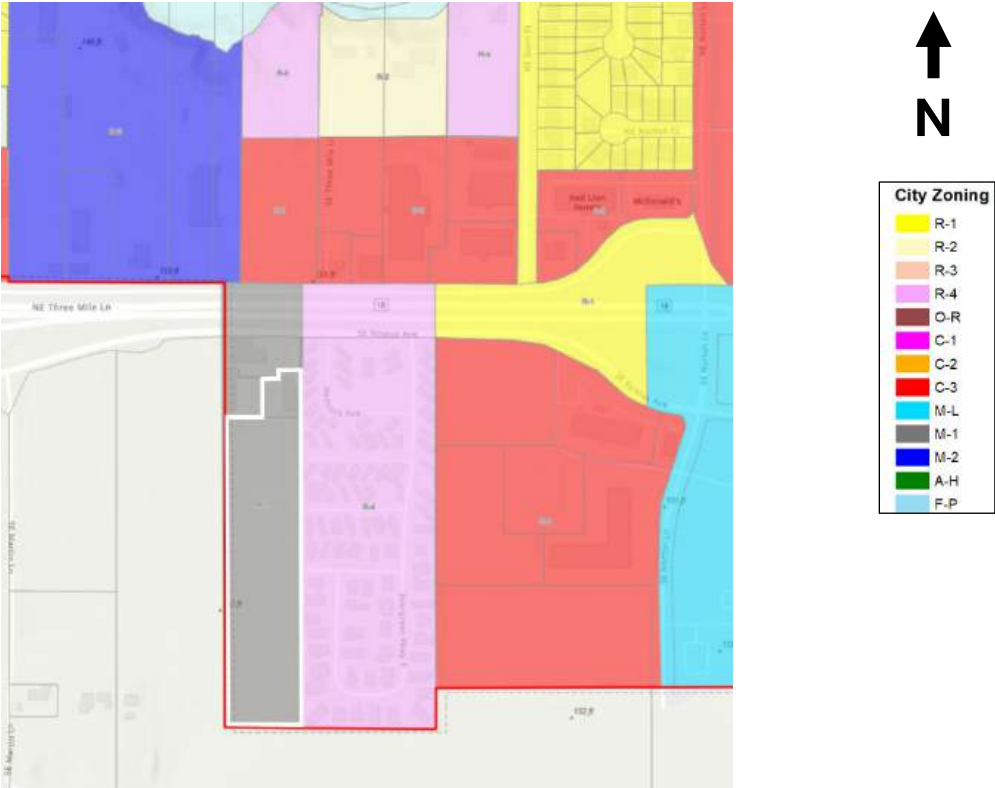
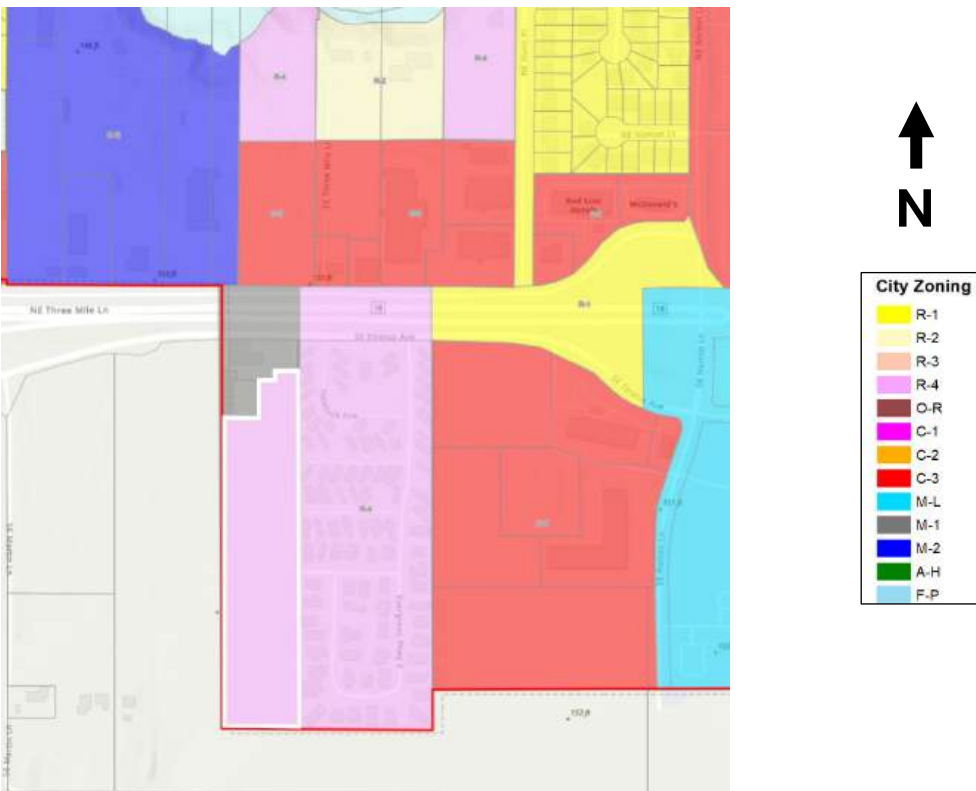


FIGURE 3B. PROPOSED ZONING MAP



IV. CONDITIONS:

The decision is subject to the following conditions of approval:

1. If at the time of development, the applicant proposes a density that exceeds twenty (20) residential units per acre (as is assumed in the modeling analysis for R-4 zoning), the City may require the applicant to enter into a reimbursement agreement with the City for modeling the impacts of the additional proposed sanitary impacts. This analysis would need to be completed prior to any building permit issuance. Depending on the results of this analysis the applicant may be responsible for associated costs for improvements to increase system capacity.
2. The applicant shall be required to clearly delineate on-site vehicular circulation from Stratus Avenue to the development project to avoid conflicts between entry access to the development project on the subject site and the parking lot area of the properties that share access from Stratus Avenue with the development project. These details should be clearly shown on future site plan drawings submitted during the development permitting stage, including the Landscape Plan Review and Three Mile Lane Area Development Review processes, and should include pedestrian and bicycle connectivity adjacent to the access drive as well as physical delineation between the adjacent business parking lots and the access drive that is agreed upon by all property owners impacted.
3. Traffic impacts resulting from development tax lots R442700600 & R442700604 shall be limited to a maximum of 715 average daily trips.
4.
 - a. A Traffic Impact Analysis (TIA) to assess the impact of the development on the local transportation network will be required prior to the submittal of building permits. The TIA will analyze in detail the impact of the proposed development on the following intersections per the performance standards in the City of McMinnville Transportation System Plan, and identify the necessary improvements to maintain performance.
 - i. SE Stratus Avenue/Site Access
 - ii. SE Stratus Avenue/ SE Norton Lane
 - iii. SE Norton Lane/Cumulus Avenue
 - iv. SE Norton Lane/HWY 18
 - v. NE Pacific-Cumulus-Nehemiah/ Three Mile Lane
 - vi. SE First Street/Three Mile Lane
 - vii. Additional areas of concern may be identified at the time of development for evaluation.

The applicant shall provide evidence that the proposed development will maintain compliance with the transportation performance standards adopted in the City's Transportation System Plan. Currently, the Mobility Standard for all local (city) intersections and streets shall be a volume/capacity ratio of .90. This

is subject to change if the City updates the Transportation System Plan prior to a development permit application for the subject site.

The applicant will be required to build the necessary transportation improvements identified to maintain compliance with the City's performance standards at these intersections.

These projects may include both vehicular and non-vehicular (pedestrian and bicycle) improvements.

- b. At the time of Landscape Plan Review and Three Mile Lane Area Development Review applications, the applicant shall provide the city with a transportation analysis that evaluates the current condition of Stratus Avenue for pedestrian travel and assesses the impact of development on the property on the safety of the pedestrian network on Stratus Avenue.

If the transportation analysis identifies a pedestrian safety concern along Stratus Avenue, the applicant will be required to install a new paved sidewalk in the right of way along the frontage of the property adjacent to the subject properties to the east, known as the Evergreen Mobile Home Park at 2400 SE Stratus Ave (Tax Lot R442700500) as an off-site improvement to mitigate the safety concern.

The proposed development will be eligible for Transportation System Development Charge (SDC) credits for required off-site improvements resulting from the pedestrian safety analysis, as approved by the City.

Public sidewalk improvements must meet all applicable City standards in place at the time of development, following ADA Standards as shown in the PROWAG design guidelines. Any proposed modifications to these standards due to site constraints (such as the width of available public right-of-way or the topography of the site), must be approved by the City's Engineering Division.

FUTURE DEVELOPMENT NOTES:

1. The applicant will be required to submit all relevant land-use applications including but not limited to, landscape plan review if applicable (per MMC 17.57), multi-family site and design review if applicable (per MMC 17.11), Three Mile Lane Area design review as applicable. It is recommended that the applicant apply for and receive these approvals prior to building permit submittals.
2. That the Applicant shall install street trees, in compliance with an approved Street Tree Plan, at time of all other required landscaping is installed as prescribed in MMC 17.53.153.
3. That final development plans for the subject site include a detailed storm drainage plan which incorporates the requirements of City's Storm Drainage Master Plan. This plan must be submitted to, and approved by, the City Engineering Department prior to issuance of any building permits. Any utility easements needed to comply with the approved plan must be reflected on the final plat. If the final storm drainage plan

incorporates the use of collection systems and easements, such must be private, rather than public, and private maintenance agreements must be approved by the City prior to recording.

4. The final development plans for the subject site include a detailed sanitary sewer collection plan which incorporates the requirements of City's Collection Systems Facilities Plan. This plan must be submitted to, and approved by, the City Engineering Department prior to issuance of any building permits. Any utility easements needed to comply with the structures located within the subject site are required to connect to the sanitary sewer systems as soon as service is available.
5. ADA Sidewalk and Driveway Standards are now being applied to all new construction and remodels. These standards are intended to meet the current ADA Standards as shown in the "PROWAG" Design Guidelines. The standards can be found at the following webpage: <https://www.access-board.gov/files/prowag/PROW-SUP-SNPRM-2013.pdf> prior to final occupancy, the applicant shall construct new driveways and sidewalks in the right-of way that conform to these standards. A paved sidewalk not less than five (5) feet wide shall be installed in the center of pedestrian ways.
6. That the applicant shall provide easements for sewer, water mains, electric lines, or other public utilities in compliance with MMC 17.53.103(C).
7. McMinnville Water & Light's electric distribution system serving the Three Mile Lane corridor has capacity to supply power to a 96-unit residential apartment complex. However, future development would require additional electric infrastructure to be extended from the development site to MW&L's distribution system. The cost and method of extension is unknown at this time and will be determined after the developer submits an application for service and related development plans.
8. Water system serving SE Stratus Avenue is a 10" water main. Adequate water may be available to serve the proposed development, but a hydrant flow test performed by the applicant's engineer or fire flow professional may be required to determine actual capacity. This proposed development will require additional domestic, irrigation, fire line and hydrant infrastructure to be extended from the development site to MWL's water distribution system.

V. ATTACHMENTS: (ON FILE WITH THE PLANNING DIVISION)

1. CPA 1-24, ZC 4-24 Application and Attachments
2. City Engineering Division Memo on Sanitary Sewer Analysis, dated February 13, 2025.
3. City Staff Memo with Written Public Testimony, dated March 20, 2025.

VI. COMMENTS:

Agency Comments

This application was referred to the following public agencies for comment: McMinnville Fire District, Police Department, Engineering Department, Building Department, Parks Department, Public Works Department, Waste Water Services, City Manager, and City Attorney; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Planning Department; Ziply Fiber (formerly Frontier Communications); Comcast; Recology; Northwest Natural Gas; Oregon Department of Transportation; and Oregon Department of State Lands.

Responses were received from the following agencies, provided below:

- Revised McMinnville Engineering Division Review Comments (February 13, 2025) (see attachment 2)
 - The City has completed a capacity analysis that indicates there is adequate capacity in the existing sanitary system to serve this property with minimal surcharging as allowed per the City's Wastewater Master Plan modeling. The assumptions for the analysis were based on the information provided from the applicant and include changing zoning from M-1 to R-4 with multifamily residential assumption of 20 residential units per acre.
 - If at the time of development the applicant is to propose more residential units or anything that would result in an increase over the assumptions of the performed analysis, the City may require the development to enter into a reimbursement agreement with the City for modeling the impacts of the proposed sanitary impacts. This analysis would need to be completed prior to any building permit issuance. Depending on the results of this analysis the applicant may be responsible for associated costs for improvements to increase system capacity.
- Initial McMinnville Engineering Division Review Comments (December 9, 2024)
 - *The existing sanitary system serving this property has capacity constraints. Changing zoning from M-1 to R-4 results in an increase from 360 (gpnad) to 2,848 (gpnad). Depending on the proposed density within the R4 zone there may or may not be a capacity concern.*
 - *Prior to any building permit issuance the applicant will be required to enter into a reimbursement agreement with the City for modeling the impacts of the proposed sanitary impacts. Depending on the results of this analysis the applicant may be responsible for associated costs for improvements to increase system capacity.*
- McMinnville Water & Light
 - McMinnville Water & Light's electric distribution system serving the Three Mile Lane corridor has capacity to supply power to a 96-unit residential apartment complex. However, future development would require additional electric infrastructure to be extended from the development site to MW&L's distribution system. The cost and method of extension is unknown at this time and will be determined after the developer submits an application for service and related development plans.
 - Water system serving SE Stratus Avenue is a 10" water main. Adequate water may be available to serve the proposed development, but a hydrant flow test performed by the applicant's engineer or fire flow professional may be required

to determine actual capacity. This proposed development will require additional domestic, irrigation, fire line and hydrant infrastructure to be extended from the development site to MWL's water distribution system.

- Oregon Department of Transportation
 - No objection or comments on this comprehensive plan amendment/zone change proposal. Likely will have comments when a development application comes in.
- McMinnville Building Division - No building code concerns
- McMinnville Fire District – No comment
- Comcast - No comment

Public Comments

The following public testimony was received: (see attachment 3 for all written comments)

Written Comments Received in Advance of January 16, 2025 Public Hearing

- Nancy Feero, submitted January 14, 2025
- Lannette Noble, submitted January 14, 2025

January 16, 2025, Public Hearing Oral Comments Submitted, In Support

- Mike Morris
- Jennifer Feero

January 16, 2025, Public Hearing Oral Comments Submitted, In Opposition

- Jason Bizon
 - Prepared written statement (*see attachment 3*)
- Amy Bizon
- Susan Ackerman
- Kory Knutz
- Randy Yates
 - Prepared written statement and petition (*see attachment 3*)
- Alex Botten
 - Prepared written statement submitted (*see attachment 3*)
- Nicholas Helstrom
- Mark Davis
- Richard Drew

Written Comments Received in Advance of February 6, 2025 Public Hearing

- William Barlow III, submitted February 3, 2025
- AAB Properties LLC, submitted February 5, 2025
- Alex Botten (Petition, part 2), submitted February 5, 2025
- Mike Funk, submitted February 5, 2025
- Christine Kirk, submitted February 6, 2025
- Lisa Baker, submitted February 6, 2025

February 6, 2025, Public Hearing Oral Comments Submitted, In Opposition

- Malcolm Greenlees
 - *Prepared written statement submitted (see attachment 3)*
- Alex Botten
 - *Prepared written statement submitted (see attachment 3)*
- Kory Knutz
 - *Prepared written statement submitted (see attachment 3)*
- John Rima
- William Barlow
- Lana McKay-Brown
- Martin Vietz
- Mark Davis
- Randall Yates
- Nicholas Helstrom
- Jason Bizon

Written Comments Received in Advance of March 20, 2025 Public Hearing

- Christine Kirk, submitted March 4, 2025
- William Nourse, submitted March 13, 2025
- Lutheran Community Services Northwest, submitted March 14, 2025
- Haugeberg, Rueter, Gowell, Fredericks & Higgins, submitted March 18, 2025
- William Barlow III, submitted March 18, 2025
- Alex Botten (updated petition), submitted March 19, 2025
- Yamhill Community Action Partnership, submitted March 19, 2025
- Jen Feero, submitted March 20, 2025

March 20, 2025, Public Hearing Oral Comments Submitted, In Opposition

- Bill Ellis
- Alex Botten
- Nicholas Helstrom
- Lana McKay-Brown
- Martin Vietz
- Shannon Botten
- Mark Davis
- Malcolm Greenlees

VII. PROCEDURAL FINDINGS OF FACT:

1. The application was submitted with the fee provided on October 4, 2024. The applicant submitted the necessary documentation to demonstrate a neighborhood meeting was noticed and held in accordance with the provisions of Section 17.72.095 of the Zoning Ordinance.
2. The application was deemed complete on October 28, 2024.
3. On November 14, 2024, notice of the application was provided to the Oregon Department of Land Conservation and Development (DLCD).

4. On November 15, 2024, notice of the application was referred to the following public agencies for comment in accordance with Section 17.72.120 of the Zoning Ordinance: McMinnville Fire Department, Police Department, Engineering Department, Building Department, Parks Department, Public Works Department, Waste Water Services, and City Manager; McMinnville Water and Light; McMinnville School District No. 40; Yamhill County Planning Department; Ziply Fiber (formerly Frontier Communications); Comcast; Recology; Northwest Natural Gas; Oregon Department of Transportation; and Oregon Department of State Lands. Comments received from agencies are addressed in Section VI of this Decision Document.
5. On December 26, 2024, notice of the application and the January 16, 2025, Planning Commission public hearing was mailed to property owners within 300 feet of the subject property in accordance with Section 17.72.120 of the Zoning Ordinance.
6. On January 10, 2025, notice of the application and the January 16, 2025, Planning Commission public hearing was published in the newspaper in accordance with Section 17.72.120 of the Zoning Ordinance.
7. The Planning Commission held a public hearing on January 16, 2025, to consider the request, and continued the public hearing until February 6, 2025.
8. On January 16, 2025, notice of the application and the February 6, 2025, Planning Commission public hearing was mailed to property owners within 300 feet of the subject property in accordance with Section 17.72.120 of the Zoning Ordinance.
9. On January 31, 2025, notice of the application and the February 6, 2025, Planning Commission public hearing was published in the newspaper in accordance with Section 17.72.120 of the Zoning Ordinance.
10. The Planning Commission held the continued public hearing on February 6, 2025, to consider the request, and continued the public hearing until March 20, 2025.
11. The Planning Commission held the continued public hearing on March 20, 2025, and voted 9-0 to recommend approval with conditions, with a revision to Condition #4 of the decision document pertaining to pedestrian infrastructure, and revisions to findings related to MMC 17.74.020(B).
12. The Planning Commission reviewed the revised Decision Document on April 3, 2025, and finalized the Conditions and Findings, for review by the McMinnville City Council.
13. The City Council held a meeting on April 22, 2025, and considered the recommendation of the Planning Commission, reading Ordinance No. 5159 for the first time. The vote on the first reading was not unanimous.
14. The City Council held a meeting on May 13, 2025, and considered the recommendation of the Planning Commission, reading Ordinance No. 5159 for the second time, and voting to approve both land-use applications.

VIII. GENERAL FINDINGS OF FACT:

1. **Location:**
 - **Site Address:** 2320 SE Stratus Avenue
 - **Map and Tax Lots:** R442700600 & R442700604
2. **Size:** Total of 5.8 acres. R442700600 is approximately 5.4 acres and R442700604 is approximately 0.4 acres.
3. **Current Development:**
 - a. R442700600: The property does not currently have any structures on the property.
 - b. R442700604: The property has one building on it that is currently being used as a single-family dwelling/storage building (pictured below).
4. **Comprehensive Plan Map Designation:** Industrial
5. **Current Zoning:**
 - a. **Subject Property:** M-1 (Light Industrial)
 - b. **Surrounding Properties:**
 - **North:** M-1 (Light Industrial)
 - **West:** Outside of McMinnville city limits
 - **South:** Outside of McMinnville city limits
 - **East:** R-4 (Medium, High-Density, 5000 SF Lot Residential Zone)
6. **Overlay Zones/Special Districts:** Three Mile Lane Area Plan (Ordinance 5126)
7. **Other Features:**
 - a. **Slopes:** The property is generally flat.
 - b. **Easements:** No city easements identified on the property.
 - c. **Trees:** There are approximately fifteen trees located throughout the project site.
8. **Utilities:**
 - a. **Water:** McMinnville Water & Light has a water system with a 10" water main serving SE Stratus Avenue.
 - b. **Sewer:** The City has completed a capacity analysis that indicates there is adequate capacity in the existing sanitary system to serve this property with minimal surcharging as allowed per the City's Wastewater Master Plan modeling. The assumptions for the analysis were based on the information provided from the applicant and include changing zoning from M-1 to R-4 with multifamily residential assumption of 20 residential units per acre. If at the time of development the applicant is to propose more residential units or anything that would result in an increase over the assumptions of the performed analysis, the City may require the development to enter into a reimbursement agreement with the City for modeling the impacts of the proposed sanitary impacts. This analysis would need to be completed prior to any building permit issuance. Depending on the results of this analysis the applicant may be responsible for associated costs for improvements to increase system capacity. *(Condition of Approval #1)*
 - c. **Stormwater:** Adequate stormwater infrastructure will be required by the City's Engineering Division at the time of development. The Engineering Division has noted



that on-site infiltration systems may have constraints in this area due to soil conditions, based on recent experiences with nearby development projects.

- d. **Power:** McMinnville Water & Light's electric distribution system serving the Three Mile Lane corridor has capacity to supply power to a 96-unit residential apartment complex. However, future development would require additional electric infrastructure to be extended from the development site to MW&L's distribution system. The cost and method of extension are unknown at this time and will be determined after the developer submits an application for service and related development plans.
9. **Access:** The property has access through an easement, established as part of a Minor Partition land division application in 2008, to the North that connects the properties to SE Stratus Avenue, which is identified as a Minor Collector in the City's Transportation System Plan.
10. **Public Transit:** Yamhill County Transit provides bus service to the neighborhood through "Route 2". The subject property does not currently have a bus stop directly in front of it, but future development of the Three Mile Lane Area, including residential and employment center developments may encourage increased access to bus service in the future.¹

IX. THREE MILE LANE AREA PLAN:

Summary

On November 8, 2022, the City Council voted to approve Ordinance No. 5126 adopting the Three Mile Lane Area Plan and its appendices as a supplemental document to the McMinnville Comprehensive Plan. The Three Mile Lane area is a unique district in the southeast portion of the City of McMinnville. The area contains approximately 1,340 acres of land with a variety of existing land uses and several large vacant parcels. The Three Mile Lane Area Plan serves as a guiding document for land uses and public facilities in the delineated area of this plan.

Land Use Concept

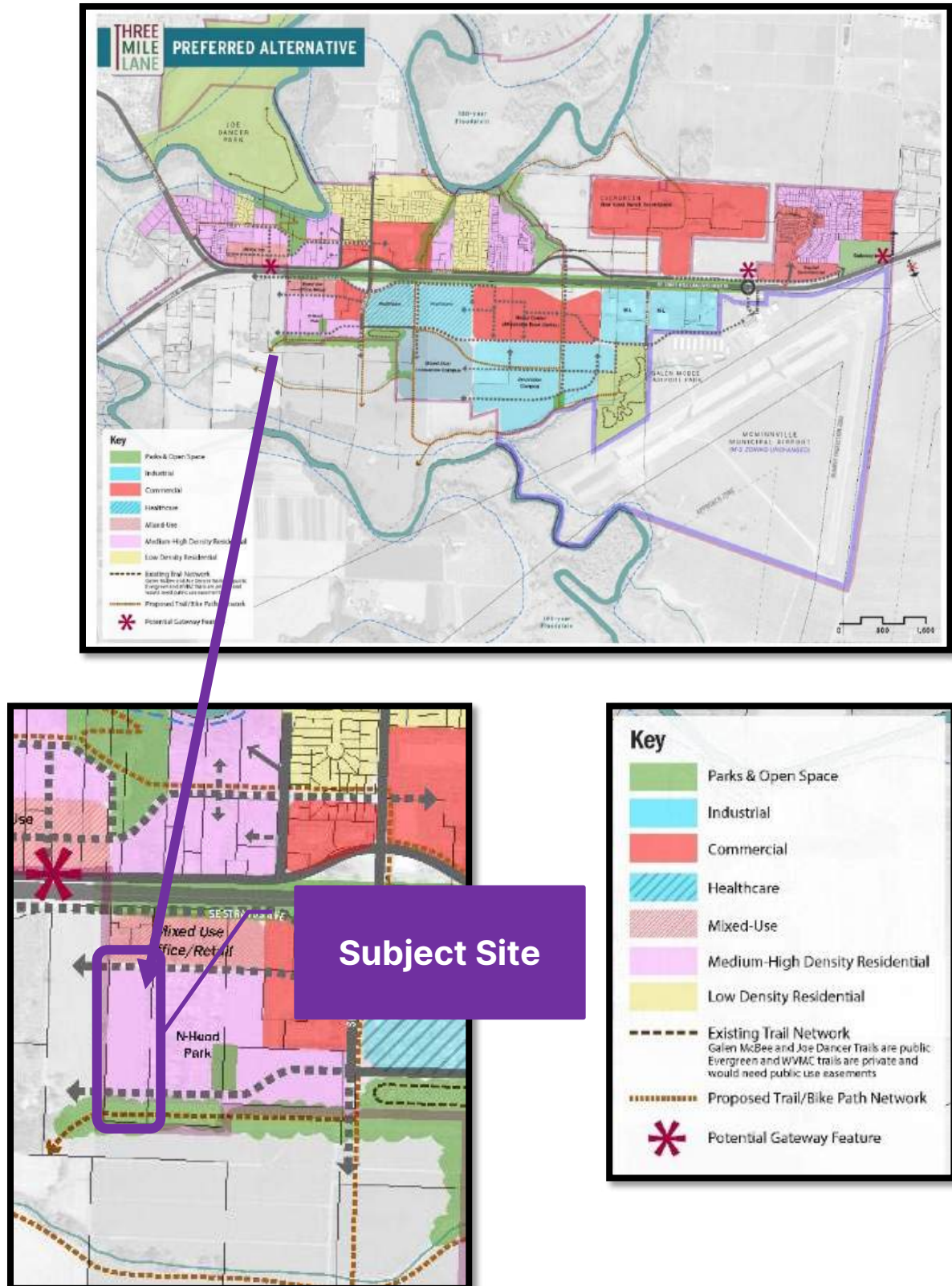
The Three Mile Lane Area Plan's land uses are shown on the next page (Figure 6 of the Three Mile Lane Area Plan, page 22). The defining characteristics south of the highway include a mixed-use high-density residential neighborhood with neighborhood serving commercial amenities west of the hospital.

A key feature of the plan included new high density residential neighborhoods south of Highway 18 and west of the hospital, continued development of existing neighborhoods in the western parts of the study area north of Highway 18. A large employment center south of the Highway, east of the hospital. And a retail town center south of the highway and east of the hospital. With bicycle and pedestrian connectivity, both on road and off road connecting the residential neighborhoods with the employment and commercial amenities. Included in the long-term land use planning for this area is greenways with trails, parks and open spaces. In the land use concept, the subject properties for this application were assigned two different designations. The smaller, northern property with an existing shop was designated as "Mixed-

¹ Yamhill County Transit. Routes and Schedules. <https://ycbus.org/routes-and-schedules/schedules/>
 Ordinance No. 5159
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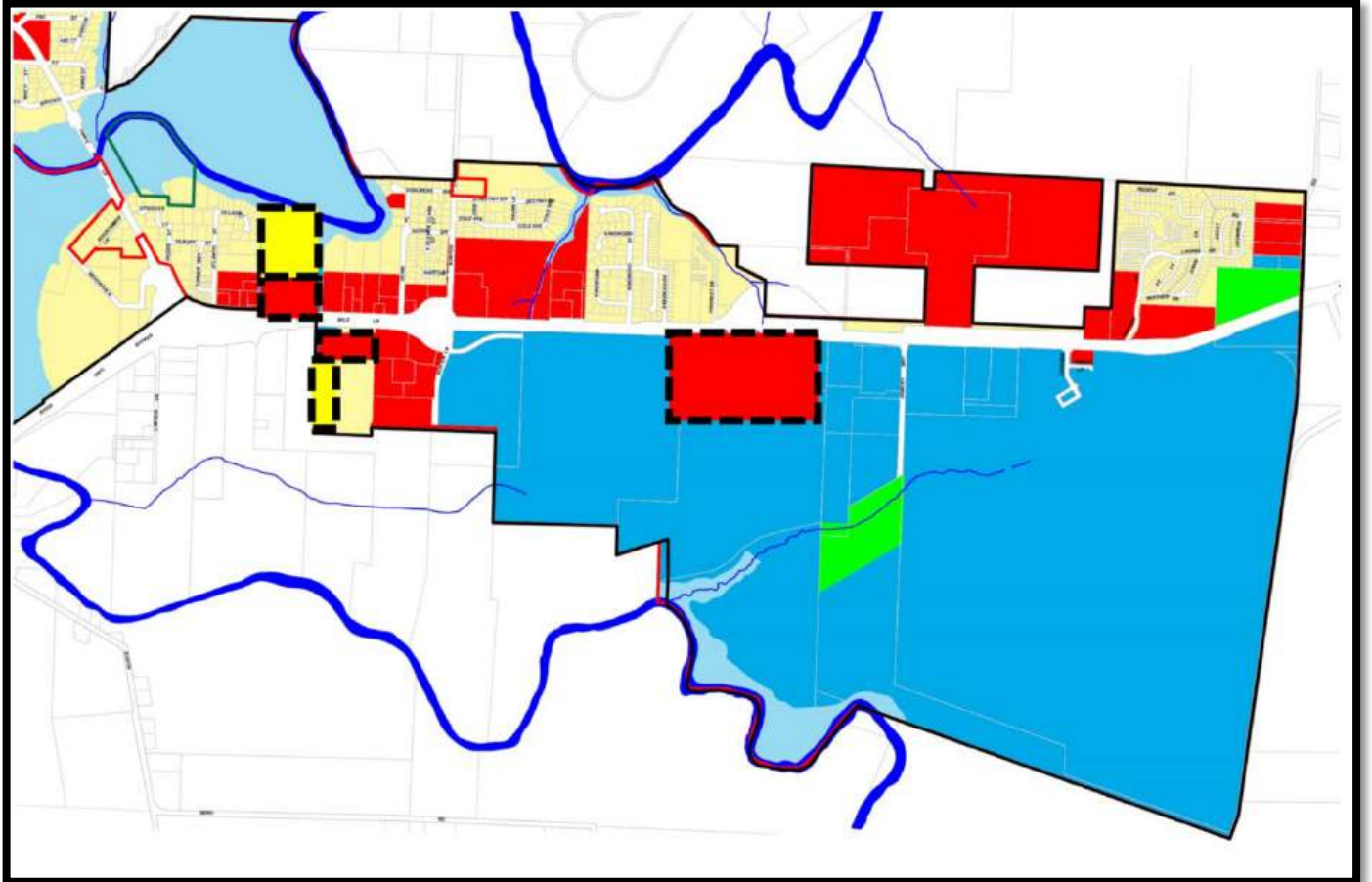
Use". The larger, southern property was primarily designated as "Medium-High Density Residential".

Figure 6, Preferred Land Use Concept, page 22 of the Three Mile Lane Area Plan



Additionally, the Three Mile Lane Area Plan identifies the need to amend the Comprehensive Plan Map to place a residential comprehensive plan designation on this property to accommodate future housing development of the site. Please see Figure 20 from the Three Mile Lane Area Plan below.

Figure 20, Comprehensive Plan map Amendments, page 40 of the Three Mile Lane Area Plan



X. CONCLUSIONARY FINDINGS:

The Conclusionary Findings are the findings regarding consistency with the applicable criteria for the application. The applicable criteria and standards for a Comprehensive Plan Map Amendment and Zone Change are found in Chapter 17.74 of the Zoning Ordinance.

In addition, the goals, policies, and proposals in Volume II of the Comprehensive Plan are to be applied to all land use decisions as criteria for approval, denial, or modification of a proposed request. Goals and policies are mandated; all land use decisions must conform to the applicable goals and policies of Volume II. "Proposals" specified in Volume II are not mandated, but are to be undertaken in relation to all applicable land use requests.

Amendments to the City's adopted and acknowledged planning documents, including amendments to the Zoning Map, are also subject to certain Statewide Planning Goals and associated statutes and administrative rules.

Section 17.74.020. Comprehensive Plan Map Amendment and Zone Change – Review Criteria

An amendment to the official zoning map (and comprehensive plan map) may be authorized, provided that the proposal satisfies all relevant requirements of this ordinance, and also provided that the applicant demonstrates the following:

A. The proposed amendment is consistent with the goals and policies of the Comprehensive Plan;

APPLICANT'S RESPONSE: As required, the applicant has addressed applicable goals and policies of the Comprehensive Plan in the narrative provided in the application materials.

FINDING: SATISFIED. The applicant responded to all applicable Comprehensive Plan Goals and Policies. Staff found that the application and all applicant responses satisfied the goals and policies. A more detailed analysis of consistency with the goals and policies is included in the next section of this decision document.

B. The proposed amendment is orderly and timely, considering the pattern of development in the area, surrounding land uses, and any changes which may have occurred in the neighborhood or community to warrant the proposed amendment;

When the proposed amendment concerns needed housing (as defined in the McMinnville Comprehensive Plan and state statute), criterion "B" shall not apply to the rezoning of land designated for residential use on the plan map.

In addition, the housing policies of the McMinnville Comprehensive Plan shall be given added emphasis and the other policies contained in the plan shall not be used to: (1) exclude needed housing; (2) unnecessarily decrease densities; or (3) allow special conditions to be attached which would have the effect of discouraging needed housing through unreasonable cost or delay.

FINDING: The applicant proposes a plan amendment to designate land for residential use on the plan map, and to rezone that land to multi-family residential. The Subsection B Exemption applies when a proposed plan map and zone map amendment “**concerns needed housing** (as defined in the McMinnville Comprehensive Plan and state statute).”

The Comprehensive Plan does not define “needed housing”, however, the comprehensive plan must be consistent with state statute. State statute (ORS 197A.348) defines “needed housing” to mean “all housing on land zoned for residential use or mixed residential and commercial use that is determined to meet the need shown for housing within an urban growth boundary at price ranges and rent levels that are affordable to households within the county with a variety of incomes, including but not limited to households with low incomes, very low incomes and extremely low incomes, as those terms are defined by the United States Department of Housing and Urban Development under 42 U.S.C. 1437a.

In other words, all housing within the city is needed housing because the city’s comprehensive plan identifies a need for housing at a variety of price ranges and rent levels to households within the city at a variety of income levels. The proposed Comprehensive Plan map and Zoning Map amendments “concern needed housing” because they are proposed amendments to change the plan and zone designations to residential, which designations can be used exclusively for housing. **Therefore, the second requirement of the Subsection B Exemption is satisfied, and Criterion B does not apply.**

C. Utilities and services can be efficiently provided to serve the proposed uses or other potential uses in the proposed zoning district.

APPLICANT’S RESPONSE: As discussed above, the applicant is proposing to designate the property Residential on the Comprehensive Plan Map and R-4 (Medium, High-Density Residential) on the Zoning Map. The proposed map amendments are consistent with the Three Mile Lane Area Plan, which recommends low-rise garden apartments for the site, and is a supporting document to the McMinnville Comprehensive Plan. As such, this land use application and the intended future development of the site addresses a documented public need for additional multi-family housing. Per the attached Property Deed and Conceptual Plan, the subject site currently has a 25-ft. wide access and utility easement through an adjacent parcel to SE Stratus Avenue, a Minor Collector street. The attached Transportation Planning Rule Analysis indicates that traffic associated with the proposed zone designation is consistent with the City’s Transportation System Plan (TSP) and will not create a significant effect on the surrounding transportation system.

City maps indicate that public utilities are located in the vicinity of the subject parcels and can be extended when the site is developed. Public water and sanitary sewer services can be provided by connecting to the existing main lines within SE Stratus Avenue. Electrical and communication services can also be provided by connecting to existing lines within the right-of-way. To

meet City standards, the applicant intends to direct stormwater from impervious surfaces to an on-site retention pond.

FINDING: SATISFIED, WITH CONDITIONS #1, #2, #3 and #4.

Background for Findings:

- **Water:** McMinnville Water & Light has a water system with a 10" water main serving SE Stratus Avenue.
- **Sewer:** The City has completed a capacity analysis that indicates there is adequate capacity in the existing sanitary system to serve this property with minimal surcharging as allowed per the City's Wastewater Master Plan modeling. The assumptions for the analysis were based on the information provided from the applicant and include changing zoning from M-1 to R-4 with multifamily residential assumption of 20 residential units per acre.
(Condition of Approval # 1, and see attachment 2)
- **Stormwater:** Adequate stormwater infrastructure will be required by the City's Engineering Division at the time of development. The Engineering Division has noted that on-site infiltration systems may have constraints in this area due to soil conditions, based on recent experiences with nearby development projects.
- **Power:** McMinnville Water & Light's electric distribution system serving the Three Mile Lane corridor has capacity to supply power to a 96-unit residential apartment complex. However, future development would require additional electric infrastructure to be extended from the development site to MW&L's distribution system. The cost and method of extension is unknown at this time and will be determined after the developer submits an application for service and related development plans.
- **Access and Circulation:** The property has access through an easement, established as part of a Minor Partition land division application in 2008, to the North that connects the properties to SE Stratus Avenue, which is identified as a Minor Collector in the City's Transportation System Plan. At the time of a development application, the applicant is required to clearly delineate on-site vehicular circulation to avoid conflicts between entry access to the site and the parking lot area. These details should be clearly shown on future site plan drawings submitted during the development permitting stage.
(Condition of Approval # 2)
- **Transportation:** *Relevant policies included after Summary of Findings, for reference*

Summary of Findings for MMC 17.74.020(C)

Per OAR 660-012-0060, if an amendment to a comprehensive plan or zoning map significantly affects an existing or planned transportation facility, then the local government must put measures in place to account for the impacts.

The City does not have a locally adopted threshold for a "significant effect" to require a Transportation Planning Rule Analysis, therefore, the City defers to the state statutory requirements for determining "significant effect" which is

provided in OAR 660-012, otherwise known as the Transportation Planning Rule (TPR).

The transportation memorandum provided by the applicant demonstrates that the proposed comprehensive plan map amendment and zoning map amendments does not have a significant effect as defined by Oregon Revised Statute.

TPR Review of Oregon State Facilities

When making the determination of a “significant affect” to State transportation facilities the thresholds are outlined in the Oregon Highway Plan², *“Any proposed amendment that increases the average daily trips by more than 400 but less than 1001 for state facilities where the annual average daily traffic (AADT) is less than 25,000 for a five-lane highway.”*

For this application, the reasonable worst case scenario was an increase of 622 daily trips for the proposed amendment and the annual average daily traffic (AADT) for OR 18 is approximately 24,500.

The Oregon Department of Transportation (ODOT) was included in the review of this application and submitted a review comment that, “ODOT does not have any objection or comments on this comp plan amendment/zone change proposal.”

The applicant completed a trip generation analysis as a part of the Transportation Planning Rule Analysis (Exhibit 5) in Table 2 that estimated an increase of 622 daily trips to the local transportation system. Table 2 identifies that a reasonable worst-case development in the proposed R-4 zone (162 apartment units) generates 622 daily additional trips compared to reasonable worst-case development in the existing M-1 zone (101,060 square-foot general light industrial use).

However, the applicant is planning to develop the property with 96 units rather than 162 units, which the applicant’s traffic engineer has estimated to generate approximately 691 total daily trips or 199 additional trips. For this reason, the applicant has proposed to impose a “trip cap” condition of approval for this comprehensive plan amendment and zone change that would limit future development to a total of 715 daily trips.

The City reserves the right to require a development Traffic Impact Analysis (TIA) at the time of development if the proposal will result in an increase of 200 daily round trips or 20 daily peak hour trips to ensure that all impacted roadways and intersections will maintain conformance with performance standards outlined in the McMinnville Transportation System Plan (TSP).

² <https://www.oregon.gov/odot/Planning/Documents/OHP.pdf>

State of Oregon Transportation Planning Rules (OAR 660-012-0060)

(1) If an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation (including a zoning map) would *significantly affect* an existing or planned transportation facility, then the local government must put in place measures as provided in section (2) of this rule, unless the amendment is allowed under section (3), (9) or (10) of this rule. A plan or land use regulation amendment significantly affects a transportation facility if it would:

.....

(c) Result in any of the effects listed in paragraphs (A) through (C) of this subsection based on projected conditions measured at the end of the planning period identified in the adopted TSP. As part of evaluating projected conditions, the amount of traffic projected to be generated within the area of the amendment may be reduced if the amendment includes an enforceable, ongoing requirement that would demonstrably limit traffic generation, including, but not limited to, transportation demand management. This reduction may diminish or completely eliminate the significant effect of the amendment.

(A) Types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;

(B) Degrade the performance of an existing or planned transportation facility *such that it would not meet* the performance standards identified in the TSP or comprehensive plan; or

(C) Degrade the performance of an existing or planned transportation facility *that is otherwise projected to not* meet the performance standards identified in the TSP or comprehensive plan.

(2) If a local government determines that there would be a significant effect, then the local government must ensure that allowed land uses are consistent with the performance standards of the facility measured or projected at the end of the planning period identified in the adopted TSP through one or a combination of the remedies listed in subsections (a) through (e) below, unless the amendment meets the balancing test in subsection (e) or qualifies for partial mitigation in section (11) of this rule. A local government using subsection (e), section (3), section (10) or section (11) to approve an amendment recognizes that additional motor vehicle traffic congestion may result and that other facility providers would not be expected to provide additional capacity for motor vehicles in response to this congestion.

(a.) Adopting measures that demonstrate allowed land uses are consistent with the performance standards of the transportation facility.

(b.) Amending the TSP or comprehensive plan to provide transportation facilities, improvements, or services adequate to support the proposed land uses consistent with the requirements of this division. Such amendments shall include a funding plan or mechanism consistent with section (4) or include an amendment to the transportation finance plan so

that the facility, improvement, or service will be provided by the end of the planning period.

(c.) Amending the TSP to modify the performance standards of the transportation facility.

(d.) Providing other measures as a condition of development or through a development agreement or similar funding method, including, but not limited to, transportation system management measures or minor transportation improvements. Local governments shall, as part of the amendment, specify when measures or improvements provided pursuant to this subsection will be provided.

(e.) Providing improvements that would benefit modes other than the significantly affected mode, improvements to facilities other than the significantly affected facility, or improvements at other locations, if:

(A.) The provider of the significantly affected facility provides a written statement that the system-wide benefits are sufficient to balance the significant effect, even though the improvements would not result in consistency for all performance standards;

(B.) The providers of facilities being improved at other locations provide written statements of approval; and

(C.) The local jurisdictions where facilities are being improved provide written statements of approval.

Comprehensive Plan Volume II

The following Goals, Policies, and Proposals from Volume II of the Comprehensive Plan provide criteria applicable to this request. The implementation of many of the goals, policies, and proposals as they apply to quasi-judicial land use applications are accomplished through the provisions, procedures, and standards in the city codes and master plans, which are sufficient to adequately address applicable goals, policies, and proposals as they apply certain applications, and are not addressed below. The following findings are made relating to applicable Goals and Policies:

CHAPTER II. NATURAL RESOURCES

GOAL II 1: TO PRESERVE THE QUALITY OF THE AIR, WATER, AND LAND RESOURCES WITHIN THE PLANNING AREA.

APPLICANT'S RESPONSE: The applicant is proposing to change the site's current M-1 zoning to an R-4 designation. The attached Conceptual Plan demonstrates that the property contains a single-family dwelling/storage building within Tax Lot 604 (see Exhibit 3). City maps indicate that there are no designated natural resources within the subject properties. Since rezoning the site for residential development does not significantly impact or disrupt the preservation of air, water, or land resources within the planning area, the above goal is met.

FINDING: The proposed zone change from M-1 to R-4 should not have significant impacts to the quality of air, water, and land resources. Potential impacts will be mitigated or prevented through the enforcement of applicable standards at the time of development.

GOAL II 1: SATISFIED.

CHAPTER III: CULTURAL, HISTORICAL, AND EDUCATIONAL RESOURCES

Goal III 2: TO PRESERVE AND PROTECT SITES, STRUCTURES, AREAS, AND OBJECTS OF HISTORICAL, CULTURAL, ARCHITECTURAL, OR ARCHAEOLOGICAL SIGNIFICANCE TO THE CITY OF MCMINNVILLE

APPLICANT'S RESPONSE: The subject site does not contain historical, cultural, architectural, or archaeological sites, structures or objects of significance. Therefore, this chapter does not apply to the Comprehensive Plan Map Amendment and Zone Change applications.

FINDING: This property does not contain structures or resources subject to the city's local Historic Preservation requirements in Chapter 17.65. Developers and individuals proposing any ground disturbing work should become familiar with state laws on the protection of archaeological sites.

The Department of State Lands is responsible for protecting cultural resources. Cultural resources are a crucial part of the Department's natural resource and conservation planning. They provide meaning and connection for groups that have historically called this land home. If these resources vanish, their story, a part of Oregon's heritage, can never be told. DSL works side by side with the Tribal governments of Oregon, the State Historic Preservation Office, state and federal agencies, lessees, and the public to protect and manage these nonrenewable cultural resources. Impacts to cultural resources are avoided by reviewing proposed ground-disturbing activities on Oregon-owned lands and waterways and in the territorial sea. The excavation, destruction or alteration of any known archaeological site or collection of archaeological objects located on public or private land without the issuance of a state archaeological permit is prohibited (ORS 358.920 and ORS 390.235). Destruction or damage to any human burial site, human remains, or Native American sacred or special objects associated with those burial sites is also prohibited (ORS 97.745).

GOAL III 2: SATISFIED.

CHAPTER IV: ECONOMY OF MCMINNVILLE

GOAL IV 1: TO ENCOURAGE THE CONTINUED GROWTH AND DIVERSIFICATION OF MCMINNVILLE'S ECONOMY IN ORDER TO ENHANCE THE GENERAL WELL-BEING OF THE COMMUNITY AND PROVIDE EMPLOYMENT OPPORTUNITIES FOR ITS CITIZENS

APPLICANT'S RESPONSE: The attached Preliminary Development Plans indicate that the subject property is located within the UGB and city limits of McMinnville. The subject parcels are currently designated M-1 and Industrial on the City's Zoning Map and Comprehensive Plan Map. The applicant is proposing to rezone the site to Medium, High-Density Residential. The proposed map amendments will allow the development of

multi-family dwellings, providing additional housing opportunities for the McMinnville workforce. Residents that live in the proposed dwellings will also purchase local goods and services, helping to contribute to the local economy. In addition, the future residential use will provide additional property tax revenue for the City to provide public services.

The applicant is proposing to designate the site Residential on the Comprehensive Plan Map and R-4 on the Zoning Map. The proposed map amendments will allow the development of a multi-family dwellings, providing additional housing opportunities for the McMinnville workforce and their employers. Residents that live in the proposed dwellings will purchase local goods and services, helping to contribute to the local economy. In addition, the residential use will provide additional property tax revenue for the City to provide public services. Therefore, the proposed map amendments will help improve economic conditions in the community.

FINDING: In 2019, McMinnville adopted an Economic Development Strategic Plan (MAC Town 2032 – Economic Development Strategic Plan). The goals and strategies from this document were integrated into the Three Mile Lane Area Plan in a localized scope, including a detailed market analysis for the area. Although the property is current designated and zoned as Industrial (M-1), which is a land use that can produce employment opportunities, the Three Mile Lane Area Plan envisioned a more cohesive area for an employment center, centered around an “Innovation Campus”, that is located east of Norton Lane. In this way, the proposed amendment would better reflect the Preferred Land Use Alternative that has been adopted in the Area Plan.

GOAL IV 1: SATISFIED.

CHAPTER V. HOUSING AND RESIDENTIAL DEVELOPMENT

GOAL V 1: TO PROMOTE DEVELOPMENT OF AFFORDABLE, QUALITY HOUSING FOR ALL CITY RESIDENTS

GOAL V 2: TO PROMOTE A RESIDENTIAL DEVELOPMENT PATTERN THAT IS LAND INTENSIVE AND ENERGY-EFFICIENT, THAT PROVIDES FOR AN URBAN LEVEL OF PUBLIC AND PRIVATE SERVICES, AND THAT ALLOWS UNIQUE AND INNOVATIVE DEVELOPMENT TECHNIQUES TO BE EMPLOYED IN RESIDENTIAL DESIGNS.

58.00 City land development ordinances shall provide opportunities for development of a variety of housing types and densities.

59.00 Opportunities for multiple dwelling and mobile home developments shall be provided in McMinnville to encourage lower-cost renter and owner-occupied housing. Such housing shall be located and developed according to the residential policies in this plan and the land development regulations of the City.

61.00: The City of McMinnville shall monitor the conversion of lands to residential use to ensure that adequate opportunities for development of all housing types are assured. Annual reports on the housing development pattern, housing density and mix shall be prepared for city review.

APPLICANT’S RESPONSE: The City’s current Housing Needs Analysis indicates that single-family and multi-family dwelling needs will be met through the development of

4,657 housing units during the 2021-2041 planning period. However, if all inventoried residential land supply is developed by 2041, the City will still maintain a deficiency of 1,926 dwelling units during the planning period. Therefore, rezoning of the subject site is essential when addressing the public need for additional housing. As demonstrated by the attached Conceptual Plan, the applicant is intending to develop 96 dwelling units on the site, consistent with the above goals and policies (see Exhibit 3).

68.00 The City of McMinnville shall encourage a compact form of urban development by directing residential growth close to the city center, to designated neighborhood activity centers, and to those areas where urban services are already available before committing alternate areas to residential use.

APPLICANT'S RESPONSE: Existing public and private services within SE Stratus Avenue currently have the capacity to serve the proposed multi-family use. Stratus Avenue is classified as a Minor Collector. Public water and sewer services can be provided by connecting to the existing main lines within the right-of-way. Similarly, electrical and communication services can be provided by connecting to existing lines along the road frontage. The attached concept plan indicates that the applicant is intending to manage stormwater from impervious surfaces on site by directing drainage to a retention pond in accordance with City standards. The subject property is located adjacent to a mobile home park that provides higher density housing. Therefore, the proposed map amendments will help encourage compact urban development in this neighborhood, consistent with recommendations in the Three Mile Lane Area Plan. As such, the above goals and policies are met.

71.00 The City of McMinnville shall designate specific lands inside the urban growth boundary as residential to meet future projected housing needs. Lands so designated may be developed for a variety of housing types. All residential zoning classifications shall be allowed in areas designated as residential on the Comprehensive Plan Map.

APPLICANT'S RESPONSE: The subject site is currently designated Industrial on the Comprehensive Plan Map and M-1 on the Zoning Map. However, the site is recommended to be designated Medium, High-Density Residential by the Three Mile Lane Area Plan, which is a supporting document to the Comprehensive Plan. The Area Plan has provided this recommendation since the site is well-suited for low-rise garden apartments, and a multi-family use will help address the public need for additional housing. The proposed Comprehensive Plan Map Amendment to Residential and Zone Change to R-4 are consistent with the Area Plan recommendation. Following approval of the map amendments, the applicant intends to develop an apartment complex on the site in conformance with the above policy.

71.05: The City of McMinnville shall encourage annexations and rezoning which are consistent with the policies of the Comprehensive Plan so as to achieve a continuous five-year supply of buildable land planned and zoned for all needed housing types.

APPLICANT'S RESPONSE: The current McMinnville Housing Needs Analysis indicates a projected deficiency of 1,926 dwelling units by 2041 within the community. This is due to available residential land becoming foreseeably exhausted within 12 to 20 years, based on development rates of available residential land and compliance with housing density standards. The proposed R-4 zoning for the site is consistent with the Three Mile Lane Area Plan. The Areas Plan recommends the development of Medium, High-Density housing on the site, and is a supporting document to the Comprehensive Plan.

Since the proposed map amendments will address a documented public need and create additional residential land supply, they are consistent with the above policy.

71.09 Medium and Medium-High Density Residential (R-3 and R-4) - The majority of residential lands in McMinnville are planned to develop at medium density range (4 – 8 dwelling units per net acre). Medium density residential development uses include small lot single dwelling detached uses, single dwelling attached units, duplexes, triplexes, quadplexes, townhouses, and cottage clusters. High density residential development (8 – 30 dwelling units per net acre) uses typically include townhouses, condominiums, and apartments:

- 1. Areas that are not committed to low density development;*
- 2. Areas that have direct access from collector or arterial streets; or a local collector street within 600' of a collector or arterial street;*
- 3. Areas that are not subject to development limitations such as topography, flooding, or poor drainage;*
- 4. Areas where the existing facilities have the capacity for additional development;*
- 5. Areas within one-quarter mile of existing or planned public transportation.*

APPLICANT'S RESPONSE: The applicant is requesting approval of a Comprehensive Plan Map Amendment and Zone Change application to designate the site R-4 so that the site can be developed with low-rise garden apartments. The proposed zoning is consistent with the recommended Medium, High-Density Residential designation in the Three Mile Lane Area Plan. Per the attached Property Deed and Conceptual Plan, the subject site is accessible through a 125-ft. long access and utility easement that connects to SE Stratus Avenue, a Minor Collector street. City maps do not indicate that steep topography, flooding, or poor drainage is associated with the site. Therefore, the proposed R-4 zoning is consistent with the above policies.

When discussing the attached Conceptual Plan with City staff, it was determined that public utilities have the capacity to serve a multi-family use on the site. Public water and sewer services can be provided by connecting to existing main lines within SE Stratus Avenue. Similarly, electrical and communication services can be provided by connecting to existing lines within the right-of-way. The attached Conceptual Plan indicates that the applicant is intending to manage stormwater from impervious surfaces by directing drainage to a retention pond (see Exhibit 3).

FINDING: The proposed zone change and comprehensive plan amendment would promote residential development in a land-intensive manner with urban level services. The R-4 zone allows a wide range of residential development types that allows for various unique or innovation development styles. The majority of the project site is recommended to be designated Medium, High-Density Residential by the Three Mile Lane Area Plan, with the remaining area designated as Mixed-Use.

1. This area is not committed to low-density development.
2. The property has access through an easement, established as part of a Minor Partition land division application in 2008, to the North that connects the properties to SE Stratus Avenue, which is identified as a Minor Collector in the City's Transportation System Plan.
3. The property is relatively flat. The South Yamhill River is located near the property, but the property is located outside of all regulatory floodway designations established by the Federal Emergency Management Agency's (FEMA) flood maps. The applicant will be required to manage stormwater for future development based on soil conditions that determine drainage.

4. Considering that this property is vacant and that the Three Mile Lane Area has historically been underdeveloped, it is anticipated that the facilities would need improvement or expansion to serve future development of properties in this area. Whether this property was developed as industrial or residentially zoned land, there would likely be system improvements necessary. The proposed Comprehensive Plan map and Zoning map amendments are consistent with the future anticipated development contemplated under the Three Mile Lane Area Plan and the system implications that are imagined with that Area Plan.
5. A Yamhill County bus stop is located approximately one-quarter mile to the East of the property on Norton Lane.

GOAL V 1 and V 2: SATISFIED.

CHAPTER VI TRANSPORTATION SYSTEM

GOAL VI 1: TO ENCOURAGE DEVELOPMENT OF A TRANSPORTATION SYSTEM THAT PROVIDES FOR THE COORDINATED MOVEMENT OF PEOPLE AND FREIGHT IN A SAFE AND EFFICIENT MANNER.

132.27.00 The provision of transportation facilities and services shall reflect and support the land use designations and development patterns identified in the McMinnville Comprehensive Plan. The design and implementation of transportation facilities and services shall be based on serving current and future travel demand—both short-term and long-term planned uses.

APPLICANT’S RESPONSE: As required, Transportation Planning Rule Analysis has been completed for the proposed zone change from M-1 to R-4. The attached Transportation Planning Rule Analysis indicates that traffic associated with the proposed zone designation is consistent with the City’s Transportation System Plan (TSP) and will not create a significant effect on the surrounding transportation system (see Exhibit 5). Therefore, the above policy is met.

FINDING: The applicant completed a trip generation analysis as a part of the Transportation Planning Rule Analysis (Exhibit 5) in Table 2 that estimated an increase of 622 daily trips to the local transportation system. Table 2 identifies that a reasonable worst-case development in the proposed R-4 zone (162 apartments) generates 622 daily additional trips, 2 AM fewer trips, and 24 PM additional trips over development in the existing M-1 zone (101,060 square-foot general light industrial use).

TABLE 2 – DEVELOPMENT TRIP GENERATION ¹									
Reasonable Worst-Case Development Assumption	ITE Code	Size	Daily Trips	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Current M-1 Zone									
General Light Industrial ¹	110	101,060 SF	492	66	9	75	9	57	66
Proposed R-4 Zone									
Multifamily Housing (Low-Rise) ²	220	162 DUs	1,114	18	55	73	57	33	90
Change in Trip Generation with Zone Change			622	(48)	46	(2)	48	(24)	24

¹ Trip generation estimated using the *Average Rate* per recommended practice in the ITE *Trip Generation Handbook*, 3rd Edition.

² Trip generation estimated using the *Fitted Curve* per recommended practice in the ITE *Trip Generation Handbook*, 3rd Edition.

The City implements a policy that sets a threshold that developments and land use changes resulting in an increase of 200 daily trips or 20 peak hour trips should submit a

development Traffic Impact Analysis in order to assess the potential impacts to the transportation network, especially nearby intersections of concern. In the case of this property, the City anticipates several intersections that will require further analysis:

- SE Stratus Avenue/Site Access
- SE Stratus Avenue/ SE Norton Lane
- NE Norton Lane/Cumulus Avenue
- Norton Lane/HWY 18
- NE Pacific-Cumulus-Nehemiah/ Three Mile Lane
- SE First Street/Three Mile Lane

GOAL VI 1: SATISFIED, WITH CONDITIONS #1, #2, #3 and #4

CHAPTER IX. URBANIZATION

GOAL IX 1: TO PROVIDE ADEQUATE LANDS TO SERVICE THE NEEDS OF THE PROJECTED POPULATION TO THE YEAR 2023, AND TO ENSURE THE CONVERSION OF THESE LANDS IN AN ORDERLY, TIMELY MANNER TO URBAN USES.

APPLICANT'S RESPONSE: The City has recently prepared a Housing Needs Analysis which projects housing needs during the 2021-2041 planning period. This analysis indicates that single-family and multi-family needs will be met through the development of 4,657 dwelling units during the planning period. However, the existing residential land supply will not meet the projected demand. Even if all of the available residential land supply is developed by 2041, the City will have a projected deficiency of 1,926 dwelling units during the planning period. Therefore, rezoning of the subject site to R-4 to allow for medium-high density residential development is essential when addressing the public need for additional housing.

FINDING: Although no development proposal has been submitted as this time, the applicant's response above contemplates the development of housing in the future. For this reason, it is worth noting that the City's recently updated Housing Needs Analysis, adopted under Ordinance 5141 on February 27, 2024, outlined McMinnville's housing needs over a 20-year period of 2021 to 2041. It is forecasted that McMinnville will need 4,657 new dwelling units by 2041. Rezoning properties to moderate and high density residential zoning (R-4/R-5) is one approach to reaching housing targets. Considering that the majority of the subject property is currently vacant, it provides a good opportunity to develop at a higher-density, compared to properties with existing structures that may have infill development limitations.

GOAL IX 1: SATISFIED.

GOAL IX 2: TO ESTABLISH A LAND USE PLANNING FRAMEWORK FOR APPLICATION OF THE GOALS, POLICIES, AND PROPOSALS OF THE McMINNVILLE COMPREHENSIVE PLAN.

GREAT NEIGHBORHOOD PRINCIPLES

187.30 The Great Neighborhood Principles shall be applied in all areas of the city to ensure equitable access to a livable, egalitarian, healthy, social, inclusive, safe, and vibrant neighborhood for all McMinnville citizens.

187.40 The Great Neighborhood Principles shall guide long range planning efforts including, but not limited to, master plans, small area plans, and annexation requests. The Great Neighborhood

Principles shall also guide applicable current land use and development applications.

FINDING: The purpose of the Great Neighborhood Principles is to guide the land use patterns, design, and development of the places that McMinnville citizens live, work, and play. There are 13 principles, and each principle reflects a specific community value. The City of McMinnville’s Great Neighborhood Principles identifies amenities and facilities that should be present in all residential areas, including a variety of housing types, pedestrian and bicycle connectivity, preservation of scenic views and natural features, access to open space. The Area Plan aims to support those Great Neighborhood Principles for residents in the study area by providing multi-modal connectivity, single-family and multifamily housing, provisions for open spaces, and commercial amenities, such as grocery stores, restaurants, and more. Future development of the subject property will be subject the Area Plan’s policies to ensure that the Great Neighborhood Principles are implemented.

GOAL IX 2: SATISFIED.

CHAPTER X. CITIZEN INVOLVEMENT AND PLAN AMENDMENT

GOAL X 1: TO PROVIDE OPPORTUNITIES FOR CITIZEN INVOLVEMENT IN THE LAND USE DECISION MAKING PROCESS ESTABLISHED BY THE CITY OF McMINNVILLE.

GOAL X 3: TO PERIODICALLY REVIEW AND AMEND THE McMINNVILLE COMPREHENSIVE PLAN TO REFLECT CHANGES IN COMMUNITY CIRCUMSTANCES, IN CITIZEN DESIRES, AND IN THE STATEWIDE GOALS.

APPLICANT’S RESPONSE: The applicant is requesting approval of a Comprehensive Plan Map Amendment and Zone Change application. As required, citizens will have the opportunity to comment on the proposed map amendments at public hearings before the Planning Commission and City Council prior to issuance of the land use decision.

FINDING: The applicant held a neighborhood meeting before submitting the Comprehensive Plan Map Amendment and Zone Change application. Properties within three hundred (300) feet of the subject property received notice of the application and the Planning Commission public hearing. Notice of the application and the Planning Commission public hearing was published in the News Register. The Planning Commission will hold a public hearing on the proposal.

GOALS X 1 and X 3: SATISFIED.

Statewide Planning Goals

Goal 2: Land Use Planning - “To establish a land use planning process and policy framework as a basis for all decisions and actions related to the use of land and to assure an adequate factual base for such decisions and actions.”

APPLICANT’S RESPONSE: The City’s current Housing Needs Analysis indicates that single-family and multi-family needs will be met through the development of 4,657 dwelling units during the 2021-2041 planning period. However, the existing residential land supply cannot meet the projected demand for housing units. It has been

determined that the City will have a projected deficiency of 1,926 dwelling units during the planning period even if all available residential land supply is developed.

As discussed throughout this Applicant's Statement, the subject site is included in McMinnville's UGB and is currently designated as Industrial on the Comprehensive Plan Map. Consistent with the Medium, High-Density Residential recommendation in the Three Mile Lane Area Plan, a supporting document to the Comprehensive Plan, the applicant is proposing to redesignate the site Residential and rezone it to an R-4 designation. The attached Conceptual Plan indicates that the applicant is intending to develop 96 multi-family units on the site following the approval of the proposed map amendments. Therefore, the requested map amendments are orderly and timely considering the Area Plan's recommendation for the site, and the need for housing in the community.

FINDING: SATISFIED. The City has adopted a Comprehensive Plan to serve as the framework for actions related to the use of land. Additionally, the City adopted the Three Mile Lane Area Plan to further define a land use framework for this portion of McMinnville. The proposed Comprehensive Plan Amendment and Zone Change application align with the community's vision for the subject property, as determined through the Comprehensive Plan and Area Plan.

Goal 10: Housing – “To provide for the housing needs of citizens of the state.”

APPLICANT'S RESPONSE: The attached Conceptual Plan illustrates that following approval of the map amendments, the applicant intends to develop a 96-unit apartment complex on the site. The future development of an apartment complex helps to meet the need for a greater variety of residential units as identified in the 2003-2023 McMinnville Growth Management and Urbanization Plan. The City's more recent Housing Needs Analysis indicates that the City is maintaining a deficient residential land supply when addressing housing needs during the 2021-2041 planning period. As such, rezoning and development of the subject site is essential when addressing the public housing need.

FINDING: SATISFIED. Although no development proposal has been submitted as this time, the applicant's response above contemplates the development of housing in the future. For this reason, it is worth noting that the City's recently updated Housing Needs Analysis, adopted under Ordinance 5141 on February 27, 2024 outlined McMinnville's housing needs over a 20-year period of 2021 to 2041. It is forecasted that McMinnville will need 4,657 new dwelling units by 2041. Rezoning properties to moderate and high density residential zoning (R-4/R-5) is one approach to reaching housing targets. Considering that the majority of the subject property is currently vacant, it provides a good opportunity to develop at a higher-density, compared to properties with existing structures that may have infill development limitations.

Goal 11: Public Facilities – “To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.”

APPLICANT'S RESPONSE: City maps indicate that public utilities are located in the vicinity of the subject parcels and can be extended when the site is developed. Public water and sanitary sewer services can be provided by connecting to existing main lines

within SE Stratus Avenue. Electrical and communication services can also be provided by connecting to existing lines within the right-of-way. To manage stormwater, the applicant is planning to develop a retention pond on the site. The subject parcels currently have access to City fire and police services. Therefore, the proposed map amendments comply with Goal 11.

FINDING: SATISFIED. The applicant will be required to provide adequate public facilities at the time of development.

Goal 12: Transportation – “To provide and encourage a safe, convenient and economic transportation system.”

APPLICANT’S RESPONSE: NE Stratus Avenue is currently improved with a curb and sidewalk along the frontage of Tax Lot 602, where shared access is provided with the subject site. Due to low traffic volumes and speeds, vehicles and bicycles share the travel lanes. As required, Transportation Planning Rule Analysis has been completed for the proposed zone change from M-1 to R-4. The attached Transportation Planning Rule Analysis indicates that traffic associated with the proposed zone designation is consistent with the City’s Transportation System Plan (TSP) and will not create a significant effect to the safety or convenience of the surrounding transportation system (see Exhibit 5). Therefore, the above policy is met.

FINDING: SATISFIED, WITH CONDITIONS. The City does not have a formally adopted threshold for a “significant effect” to require a Transportation Planning Rule Analysis, therefore, the City will implement the Oregon Department of Transportation’s threshold, which has not been met for this Comprehensive Plan Amendment/Zone Change application.

STAFF REPORT

DATE: May 13, 2025
TO: Mayor and City Councilors
FROM: Taylor Graybehl, Senior Planner
SUBJECT: Ordinance No. 5156: (Docket G 2-24), An Ordinance amending 17.57 of the McMinnville Municipal Code, Landscape Review Process, and Landscape Plan Submission Requirements

STRATEGIC PRIORITY & GOAL:



GROWTH & DEVELOPMENT CHARACTER

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

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

Report in Brief:

This is the consideration of Ordinance No. 5156, which proposes amendments to the McMinnville Municipal Code (MMC), Title 17 “Zoning,” specifically Chapter 17.57 “Landscaping.” This legislative action was initiated by the Landscape Review Committee and is recommended for approval by the Planning Commission, following a public hearing held on November 7, 2024.

The proposed amendments represent the first phase of a two-phase effort to revise the landscaping provisions of the Zoning Ordinance for efficiency and clarity. Phase One focuses on implementing the review process and submittal requirements for landscape plans. Phase Two will address updates to landscaping standards, including applicability and the adoption of clear and objective criteria to ensure projects align with community goals and provide applicants with transparent requirements.

Key updates proposed in Phase One include:

- **Review Process:** The proposed amendments establish two pathways of review: 1) administrative for those applications that choose to meet the clear and objective design criteria of the code; and 2) Landscape Review Committee for those applicants who want to propose a new design approach that meets the intentions and purpose of the code.

Staff will be authorized to review and approve landscape plans (*Administrative Review Process*) that comply with established standards. For plans that cannot meet the base

standards, applicants may seek review and approval through the Landscape Review Committee (*Discretionary Review Process*). These applicants must demonstrate that their projects meet or exceed typical standards while aligning with the goals of Chapter 17.57, the Comprehensive Plan, and the Great Neighborhood Principles.

- **Submittal Requirements:** New submittal requirements will clarify expectations for landscape plan submissions, streamlining the review process, reducing review times, and conserving staff resources. These requirements are proposed in Section 17.57.060.

The proposed amendments are anticipated to improve internal efficiencies in landscape plan reviews, enhance clarity for applicants, and support timely decision-making.

Background:

The proposed amendments build on earlier work by the Planning Commission, which began during its June 15, 2023, meeting. At that time, staff presented updates to Chapters 17.57 ("Landscaping") and 17.58 ("Trees") of the Zoning Ordinance. However, the Commission opted to postpone discussion to April 18, 2024.

On April 18, 2024, the Planning Commission decided to prioritize amendments to Chapter 17.58 Trees and defer changes to Chapter 17.57 Landscaping. This decision led to the successful amendment of Chapter 17.58 through Ordinance No. 5145.

Following this, staff revisited proposed updates to Chapter 17.57 on October 3, 2024, as recommended by the Landscape Review Committee. During this session, the Planning Commission requested that staff prepare a draft ordinance based on the proposed changes.

At the November 7, 2024, meeting, the Planning Commission reviewed the draft ordinance and recommended its approval.

The complete amendment was initially provided to City Council in the January 14, 2025, packet but was subsequently pulled from consideration for additional internal coordination on the review process and submittal requirements and the clear and objective design and development standards. After an internal coordinating meeting, it was decided to move forward with the process and submittal requirements proposed amendments and continue discussion on the proposed design and development standards. This is now being described as **Phase One** of Docket G 2-24 and **Phase Two** of Docket G 2-24.

The ordinance was included in a packet brought before the City Council on April 22, 2025. At the meeting, the City Council decided to postpone the item to a later date.

The ordinance included in this packet now represents **Phase One** of a two-phase plan to implement the Planning Commission's recommendations and update Chapter 17.57.

Discussion:

The draft amendments prepared by staff and recommended for adoption by the Planning Commission are outlined below.

Sections to be Amended:

- **17.57.050:** Plans – Submittal, Review, Approval, and Time for Completion
- **17.57.060:** Plans – Information to be Included

1. Resource-intensive review process causing delays

Currently all landscape plans are reviewed by the Landscape Review Committee. This process requires staff to develop a staff report and staff the committee meeting adding workload to staff and time to issue a decision. Per the MMC though, a landscape plan decision is a decision of the Planning Director and the Landscape Review Committee is advisory to the Planning Director.

Additional impacts include potentially increasing the review period of a project due to a seven-day “dead” period between packet issuance and decision, changes in committee can lead to different development requirements for projects, and potential for multiple meetings to incorporate the Landscape Review Committees’ required revisions.

To reduce staff workload and expedite the review process, the Planning Commission and staff recommend creating two distinct pathways:

- **Administrative Review Process** (Section 17.57.050(A)(1)): Staff will review and approve landscape plans that comply with established standards.
- **Discretionary Review Process** (Section 17.57.050(A)(2)): Applicants may request modifications to standards, provided they demonstrate alignment with the Chapter’s purpose, the Comprehensive Plan, and the Great Neighborhood Principles. The Landscape Review Committee will evaluate whether these proposals meet or exceed existing standards.

A review of Ashland, Bend, Corvallis, Grants Pass, McMinnville, Newberg, and Redmond found that McMinnville is the only community with a separate hearing process for Landscape applications. Bringing an item before the Landscape Review Committee adds staff time to the review process.

2. Absence of completeness review period

Currently the MMC does not allow for an application completeness review period. The code simply requires that the landscape plan application be reviewed by the Landscape Review Committee within thirty days of an application submittal. Oftentimes though, the application submittal is not complete and leads to the need for additional meetings with the Landscape Review Committee as more information is sought to make a decision. This leads to time delays and frustrations for the applicant.

All other similar type applications have a 30-day completeness review period whereby staff reviews the application to ensure that all of the appropriate information is provided to make a decision. If some information is missing, staff communicates that to the applicant.

In the proposed code amendments, the Administrative Review Process maintains the thirty-day review timeline, but the Discretionary Review Process includes a 15-day completeness review to ensure a complete submittal prior to review by the Landscape Review Committee. This step prevents delays caused by incomplete submissions and ensures the Landscape Review Committee has all the necessary information. Once an application is deemed complete, the Committee will have 30 days to make a decision, after which the application will be automatically considered approved.

3. Insufficient information on landscape plan submissions

Current landscape plan submissions frequently lack essential details (such as utility location, site conditions, planting materials, expected built conditions) for verifying compliance with standards, despite meeting existing submittal requirements. To resolve this issue, the Planning Commission and staff recommend revising Section 17.57.060 to offer more explicit guidance on submission expectations. These updates aim to streamline the review process, shorten review times, and optimize staff resource allocation.

Overall Impact: The proposed amendments aim to streamline the review process, enhance clarity for applicants, and optimize the use of staff and committee resources, ensuring more efficient and effective landscaping plan approvals.

Attachments:

- Attachment 1: Ordinance No. 5156
 - a. Exhibit A to Ordinance No. 5156, Proposed Code Amendments
 - b. Exhibit B to Ordinance No. 5156, Decision Document
- Attachment 2: Minutes for November 7, 2024, Planning Commission hearing

Fiscal Impact:

The proposed changes are anticipated to have a positive fiscal impact, as streamlining the landscape plan review process has the potential to reduce the time required for staff to complete these reviews, ultimately leading to cost savings and improved efficiency. Per the 2023 Planning Fee Study this process improvement should save approximately \$15,000 in staff time. The proposed changes also should provide more surety to the applicant about objective review and timeliness.

City Council Options:

Per Section 17.72.130(B) of the McMinnville Municipal Code:

Legislative hearings: Within 45 days following the public hearing on a comprehensive plan text amendment or other legislative matter, unless a continuance is announced, the Planning Commission shall render a decision which shall recommend either that the amendment be approved, denied, or modified:

1. *Upon reaching a decision the Planning Commission shall transmit to the City Council a copy of the proposed amendment, the minutes of the*

public hearing, the decision of the Planning Commission, and any other materials deemed necessary for a decision by the City Council;

2. *Upon receipt of the decision of the Planning Commission, the City Council shall:*

- a. Adopt an ordinance effecting the proposed change as submitted by the Planning Commission, or*
- b. Adopt an ordinance effecting the proposed change in an amended form, or*
- c. Refuse to adopt the amendment through a vote to deny, or*
- d. Call for a public hearing on the proposal, subject to the notice requirements stated in Section 17.72.120(D).*

1. **ADOPT ORDINANCE NO. 5156** approving the proposed amendments for Docket G 2-24, as presented in Exhibit A to the ordinance.
2. **ADOPT ORDINANCE NO. 5156** in an amended form, approving the proposed amendments for Docket G 2-24, **with revisions**.
3. **CALL FOR A PUBLIC HEARING**, date-specific to a future City Council meeting.
4. **REFUSE TO ADOPT THE ORDINANCE**

Recommendation/Suggested Motion:

Staff recommends that the Council adopt Ordinance 5156, which would approve Docket G 2-24, amendments to Chapters 17.57 "Landscaping" of the Zoning Ordinance.

"BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, AND THE MATERIALS RECOMMENDED BY THE PLANNING COMMISSION AND SUBMITTED BY STAFF, I MOVE TO ADOPT ORDINANCE NO. 5156."

ORDINANCE NO. 5156

AN ORDINANCE AMENDING TITLE 17 (ZONING) OF THE MCMINNVILLE MUNICIPAL CODE, CHAPTER 17.57 "LANDSCAPING," AND APPROVING THE DECISION, FINDINGS, AND CONCLUSIONARY FINDINGS FOR DOCKET G 2-24

RECITALS:

WHEREAS, Docket G 2-24 is a legislative action amending provisions related to trees in Title 17 (Zoning) of the McMinnville Municipal Code.

WHEREAS, Docket G 2-24, a draft legislative proposal for amendments to standards for landscape plans, landscape standards, and street tree plans, was initiated on November 7, 2024, with notice of the proposed amendments and a October 2, 2024 Planning Commission public hearing submitted to DLCD.

WHEREAS, on November 1, 2024, notice of the application and the November 7, 2024, Planning Commission public hearing was published in the News Register in accordance with Section 17.72.120 of the Zoning Ordinance.

WHEREAS, on November 7, 2024, the Planning Commission held a duly noticed public hearing to consider the request. The Planning Commission recommended City Council approve the proposed amendments as presented.

WHEREAS, notice of the January 14, 2025, City Council meeting was posted on the City website in accordance with Oregon public meetings law and the item was continued.

WHEREAS, notice of the April 22, 2025 City Council meeting was posted on the City website in accordance with Oregon public meetings law and the item was continued.

WHEREAS, notice of the May 13, 2025 City Council meeting was posted on the City website in accordance with Oregon public meetings.

WHEREAS, the City Council received the Planning Commission recommendation and staff report, and has deliberated.

WHEREAS, the City Council, being fully informed about said request, found that the requested amendments attached as Exhibit A conform to the applicable criteria, including the Comprehensive Plan goals and policies, as well as the McMinnville Zoning Ordinance, based on the material submitted by the Planning Division and the findings of fact and conclusionary findings for approval in Exhibit B.

NOW, THEREFORE, THE COMMON COUNCIL FOR THE CITY OF MCMINNVILLE ORDAINS AS FOLLOWS:

1. The McMinnville Zoning Ordinance is amended as provided in Exhibit A;
and
2. The Council adopts the Decision, Findings, and Conclusionary Findings
for Docket G 2-24 attached as Exhibit B; and
3. This Ordinance will take effect 30 days after passage by the City
Council.

Passed by the McMinnville City Council this 13th day of May 2025 by the
following votes:

Ayes: _____

Nays: _____

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

EXHIBITS:

- A. Amendments to McMinnville Zoning Ordinance (17.57 of McMinnville Municipal
Code)
- B. Decision, Findings, and Conclusionary Findings for Docket G 2-24

**McMinnville Zoning Ordinance
Amendments to Provisions Relating to Landscape Plans, Landscape
Standards, and Street Tree Plans**

New text is in **bold, italic, underline text**. Deleted text is in ~~strikethrough text~~.

Chapter 17.57

LANDSCAPING

(as amended by Ordinance No. Ord. 5156)

Sections:

- 17.57.010 Purpose and intent.
- 17.57.020 Definitions.
- 17.57.030 Zones where required.
- 17.57.040 Specific uses requiring landscaping
- 17.57.050 Plans—Submittal and review—Approval—Time limit for completion.
- 17.57.060 Plans—Information to be included.
- 17.57.070 Area determination—Planning factors.
- 17.57.080 Central business district.
- 17.57.090 Credit for work in public right-of-way.
- 17.57.100 Appeal—Planning Commission to act.

17.57.010 Purpose and intent. The purpose and intent of this Chapter is to encourage and, where appropriate, require the use of landscape elements, particularly plant materials, in proposed developments in an organized and harmonious manner that will enhance, protect and promote the economic, ecological and aesthetic environment of McMinnville. Landscaping is considered by McMinnville to be an integral part of a complete comprehensive development plan. The City recognizes the value of landscaping in achieving the following objectives:

- A. Provide guidelines and standards that will:
 - 1. Reduce soil erosion and the volume and rate of discharge of storm water runoff.
 - 2. Aid in energy conservation by shading structures from energy losses caused by weather and wind.
 - 3. Mitigate the loss of natural resources.
 - 4. Provide parking lot landscaping to reduce the harmful effects of heat, noise and glare associated with motor vehicle use.
 - 5. Create safe, attractively landscaped areas adjacent to public streets.
 - 6. Require the planting of street trees along the City's rights-of-way.

7. Provide visual screens and buffers that mitigate the impact of conflicting land uses to preserve the appearance, character and value of existing neighborhoods.
 8. Provide shade, and seasonal color.
 9. Reduce glare, noise and heat.
- B. Promote compatibility between land uses by reducing the visual noise and lighting impacts of specific developments on users of the site and abutting properties.
 - C. Unify development and enhance and define public and private places.
 - D. Preserve existing mature trees.
 - E. Enhance the urban forest and tree canopy.
 - F. Encourage the use of plants native to the Willamette Valley to the maximum extent feasible, in order to reduce watering requirements and agricultural chemical applications, and to provide a sense of regional identity with plant communities unique to the area.
 - G. Establish and enhance a pleasant visual character and structure to the built environment that is sensitive to safety and aesthetic issues.
 - H. Support McMinnville as a community that cares about its appearance.

It is further recognized that landscaping increases property values, attracts potential residents and businesses to McMinnville, and creates safer, more pleasant living and working environments for all residents and visitors to the city.

The guidelines and standards contained in this chapter serve to help McMinnville realize the objectives noted above. These guidelines and standards are intended as minimum standards for landscape treatment. Owners and developers are encouraged to exceed these in seeking more creative solutions both for the enhanced value of their land and for the collective health and enjoyment of all citizens of McMinnville. The landscaping provisions in Section 17.57.070 are in addition to all other provisions of the zoning ordinance which relate to property boundaries, dimensions, setback, vehicle access points, parking provisions and traffic patterns. The landscaping objectives shall also seek to accomplish the purposes set forth in Section 17.03.020. (Ord. 5027 §2, 2017; Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).

17.57.020 Definitions. For the purposes of this section, refer to Section 17.06.035 for Landscaping related definitions. (Ord. 4952 §1, 2012).

17.57.030 Zones where required. Landscaping shall be required in the following zones except as otherwise noted:

- A. R-4 (Multiple-Family Residential zone, except the construction of a Single-Family or Two-Family Residential unit);
- B. C-1 (Neighborhood Business zone);
- C. C-2 (Travel Commercial zone);
- D. C-3 (General Commercial zone);
- E. O-R (Office/Residential zone);
- F. M-L (Limited Light Industrial zone);

- G. M-1 (Light Industrial zone);
- H. M-2 (General Industrial zone). (Ord. 5027 §2, 2017; Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).

17.57.040 Specific uses requiring landscaping.

- A. Churches, subject to the landscaping requirements of a multiple-family development when in a residential zone and subject to the landscaping requirements of a commercial development when in a zone other than residential;
- B. Utility substations, subject to the landscaping requirements of commercial uses.
- C. Mobile home park, subject to the requirements of a multiple-family development;
- D. Multiple-family, commercial, and industrial uses in residential planned developments, subject to the landscaping requirements of the type of use in the planned development. (Ord. 5027 §2, 2017; Ord. 4264 §1, 1983; Ord. 4254 §1, 1983; Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).

17.57.050 Plans - Submittal and Review – Approval – Completion Time

Limit.

- ~~A. At the time the applicant applies for a building permit, they shall submit, for the Landscape Review Committee, two copies of a landscaping and plot plan. If the plot plan and landscaping plan are separate documents, two copies of each shall be submitted. These may be submitted to the Building Department to be forwarded to the Planning Department.~~
 - ~~1. No building permit shall be issued until the landscaping plan has been approved.~~
 - ~~2. The landscaping plan may be used as the plot plan required for a building permit, provided all information required for a building permit is provided;~~
- A. Review Process. Two review processes are available for landscape review: administrative and discretionary. An applicant may choose which process to use. The administrative process utilizes standards that do not require the use of discretionary decision-making. The discretionary process utilizes purpose and intent that are more subjective in nature and are intended to provide the applicant with more design flexibility. Regardless of the review process, the applicant must demonstrate how the applicable standards or the purpose and intent of this Chapter are being met.**
 - 1. Administrative Review Process. An application for Administrative Review shall comply with the standards of this Chapter.**
 - a. Prior to or concurrent with a building permit application, the applicant shall submit a landscape plan application and applicable fees for review, with a landscape plan**

- containing all of the information specified in Section 17.57.060;
- b. The Planning Director shall conduct a review within thirty (30) days of submission of the plans. A failure to review within thirty (30) days shall be considered as approval of the plan.
 - c. The landscape plan shall be approved if it is found to comply with the criteria in Section 17.57.040 and Section 17.57.070.
 - d. No building permit shall be issued until the landscape plan has been approved, unless exempted in writing by the Planning Director.
 - e. Minor changes in the landscape plan shall be allowed, such as like-for-like replacement of plants, as long as they do not alter the character and aesthetics of the original plan, as determined by the Planning Director, and those changes do not bring the landscape plan into non-compliance with the standards of this chapter.
2. Discretionary Review Process. The applicant may opt for the discretionary review procedure in accordance with the provisions of this subsection.
- a. Prior to or concurrent with a building permit application, the applicant shall submit a completed Discretionary Review Landscape application, applicable fees, and the following information:
 - 1) A landscape plan application with a landscape plan containing all of the information specified in 17.57.060, and the following additional information:
 - a. Identifies those areas that do not fully comply with the standards in this Chapter;
 - b. Identifies the design features or overall design concept proposed to accomplish Section 17.57.010;
 - 2) A written narrative that:
 - a. Identifies which standards in this Chapter the proposal does not fully comply with;
 - b. Identifies the design features or overall design concept proposed to accomplish Section 17.57.010;
 - c. Identifies how the plans meet the purpose, intent and requirements of this chapter.
 - b. Upon receipt of a complete application, the Planning Director shall review the application for completeness within fifteen (15) days of the date that the application is submitted. If, upon review, the application is found to be incomplete, the applicant shall be advised in writing of the information needed to complete the application within fifteen (30) days of the date of application submittal. The

application shall be deemed complete upon receipt of all the missing information or upon written notice from the applicant that some or all the missing information will not be provided. Throughout all land use proceedings, the burden of proof shall rest on the applicant.

- c. Landscaping review shall occur by the Landscape Review Committee within thirty (30) days from the date the application is deemed complete. The applicant shall be notified of the time and place of the review and is encouraged to be present, although their presence shall not be necessary for action to be taken on the plans. A failure to review within thirty (30) days shall be considered as approval of the plan;
- d. Only those standards identified within this Chapter are subject to discretionary review; standards related to landscaping outside of this Chapter may only be reduced in limited circumstances as permitted by variance or as otherwise specified;
- e. The landscape plan shall be approved if it is found to be compatible with Section 17.57.010, applicable goals and policies of the McMinnville Comprehensive Plan, McMinnville Great Neighborhood principles, and all other applicable implementing ordinances.
- f. No building permit shall be issued until the landscape plan has been approved, unless exempted in writing by the Planning Director.
- g. The Applicant may request a modification of a previously approved landscape plan by filing a petition to the Planning Director. Minor changes in the landscape plan, such as like-for-like replacement of plants, shall be allowed, as long as they do not alter the character and aesthetics of the original plan. If one or more of the modifications proposed will bring the plan into further non-compliance with standards or adjust an identified design feature or overall design concept proposed to accomplish Section 17.57.050(2)(d), the plan shall be resubmitted, with fee, to the Landscape Review Committee for review subject to the review process of 17.57.050(A)(2). Issuance of building permits will be postponed until the revised plan(s) has been processed in accordance with this section. The petition shall include:
 - 1) A written narrative identifying the proposed alterations to the previously approved plans.

~~B. Landscaping review shall occur within 30 (thirty) days of submission of the plans. The applicant shall be notified of the time and place of the review and is encouraged to be present, although their presence shall~~

~~not be necessary for action to be taken on the plans. A failure to review within 30 (thirty) days shall be considered as approval of the plan;~~

- ~~C. The landscaping plan shall be approved if it is found to be compatible with the purpose, intent, and requirements of this chapter. Approval of the landscaping plan shall be indicated upon the plot plans. Any modifications shall be specified on the plans and agreed to in writing by the applicant prior to the issuance of a building permit. One copy of said approved plan shall be retained by the Planning Department and included within the permanent file;~~

B. The applicant is responsible for ensuring approved landscape plans comply with Building and Civil Plans; additional fees may be assessed for repeated review.

- C. Occupancy permits may be issued prior to the complete installation of all required landscaping if security equal to 120 percent of the cost of landscaping, as determined by the Planning Director is filed with the City assuring such installation within a time specified by the Planning Director , but not to exceed six months after occupancy. The applicant shall provide the estimates of landscaping materials and installation to the satisfaction of the Planning Director prior to approval of the security. "Security" may consist of a faithful performance bond payable to the City, cash, certified check, time certificate of deposit, or assignment of a savings account, and the form shall meet with the approval of the City Attorney. If the installation of the landscaping is not completed within the period specified by the Planning Director, or within an extension of time authorized by the Landscape Review Committee, the security may be used by the City to complete the installation. Upon completion of the installation, inspection, and approval, any portion of the remaining security deposited with the City shall be returned. The final landscape inspection shall be made prior to any security being returned. Any portions of the plan not installed, not installed properly, or not properly maintained shall cause the final inspection and/or approval to be postponed until the project is completed or cause the security to be used by the City;
- D. All completed landscape projects shall be inspected by the Planning Director. Said projects shall be found to be in compliance with the approved plans prior to the issuance of an occupancy certificate for the structure, or prior to any security or portion thereof being refunded to the applicant. Minor changes in the landscape plan shall be allowed, as determined by the Planning Director or their designee, as long as they do not alter the character, intent, and aesthetics of the original plan. (**Ord. 5156, 2025;** Ord. 5027 §2, 2017; Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).

17.57.060 Plans - Information to be Included in the Application. The following information shall be included in the landscape plans review application submitted under Section 17.57.050:

- ~~A. Existing locations of trees over six inches in diameter, their variety (common or botanical name) and indication of whether they are to~~

remain or to be removed from the site. In the event a large number of trees are to be retained and if no construction or construction access is required through or within the drip line of the trees, the general area with the number of trees involved may be given in lieu of listing and locating each tree;

- A. Existing locations of trees with a trunk five (5) inches or more in diameter 4.5 feet above ground level at the base of the trunk or if a tree splits into multiple trunks below 4.5 feet measured at its most narrow point beneath the split, their variety (common or botanical name) and indication of whether they are to remain or to be removed from the site. Method of protection of trees and shrubs to remain indicated. In the event a large number of trees are to be retained and if no construction or construction access is required through or within the drip line of the trees, the general area with the number of trees involved may be given in lieu of listing and locating each tree;
- B. The location, ~~in which new plantings will be made~~ size, and the variety (common or ~~and~~ botanical name), and size of all new trees, shrubs, groundcover and lawns at maturity;
- C. The percentage of the gross area to be landscaped;
- D. Any equipment proposed for recreation uses;
- E. All existing and proposed site features including walkways, graveled areas, patios, courts, fences, decks, foundations, structures, potted trees, raised planters, or other open spaces with construction details, location, setbacks, and any additional information necessary so that the review committee may be fully knowledgeable of the project when discussing the application;
- F. The location of watering facilities or irrigation systems, or construction notes on the landscape plan detailing the type of watering facilities or irrigation systems that will be installed or to be used, in sufficient detail to demonstrate compliance with Section 17.57.070(5);
- G. If the discretionary review process is requested, submit those additional items identified in Section 17.57.050(A)(2)(a), including the required information on the landscape plan and the written narrative;
- H. All of the following information ~~on the plot plan for the building permit~~ must be included in the landscape plan:
 - 1. North arrow.
 - 2. Drawn to scale (standard architectural or engineering).
 - 3. Lot and building setback dimensions.
 - 4. Clear vision areas as identified in Section 17.54.080.
 - 5. Property corner elevations (if there is more than a 4-foot elevation differential, site plan must show contour lines at 2-foot intervals).
 - 6. Location of easements and driveway (existing and proposed).
 - 7. Footprint of new structure (including decks).
 - 8. Location of existing wells and septic systems.

9. Existing and proposed utility locations, including sanitary sewer, storm sewer, water lines, utility poles, powerlines, fire hydrants, streetlights, natural gas, utility meters, etc.
10. Lot area, building coverage area, percentage of coverage and impervious area.
11. Surface drainage.
12. Location and extent of fill on the lot.
13. Existing and platted street names and other public ways.
- I. Planting schedule to include quantity, size, and variety (common and botanical) of all plant materials.
- J. If tree protection is required per Section 17.58.075, provide a Tree Protection Plan
- K. For any addition or expansion of an existing structure or parking lot that results in additional lot coverage and in addition to other requirements set forth in this subsection, square footage of existing lot coverage, (building area, not including basement or upper floors, and parking or loading areas) and the square footage of the additional lot coverage.
- L. If the discretionary review process is requested, submit those additional items identified in Section 17.57.050(A)(2)(a), including the required information on the landscape plan and the written narrative; (Ord. 5156, 2025; Ord. 5027 §2, 2017; Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).

17.57.070 Area Determination - Planning Factors.

- A. Landscaping shall be accomplished within the following ranges:
 1. Industrial, at least seven percent of the gross area. This may be reduced to not less than five percent upon approval of the review committee. (The gross area to be landscaped may only be reduced by the review committee if there is a showing by the applicant that the intent and purpose of this chapter and subsection B of this section are met.)
 2. Commercial, at least seven percent of the gross area. This may be reduced to not less than five percent upon approval of the review committee. (The gross area to be landscaped may only be reduced by the review committee if there is a showing by the applicant that the intent and purpose of this chapter and subsection B of this section are met.)
 3. Multiple-dwelling, twenty-five percent of the gross area. This may be reduced to not less than fifteen percent upon approval of the review committee. (The gross area to be landscaped may only be reduced by the review committee if there is a showing by the applicant that the intent and purpose of this chapter and subsection B of this section are met.)
 4. A parking lot or parking structure built in any zone providing parking spaces as required by the zoning ordinance shall be landscaped in accordance with the commercial requirements set forth above in subsection 2 of this section.

5. Any addition to or expansion of an existing structure or parking lot which results in additional lot coverage shall be landscaped as follows: Divide the amount of additional lot coverage (building area, not including basement or upper floors, plus required parking and loading zones) by the amount of the existing lot coverage (building area, not including basement or upper floors, plus required parking and loading zones), multiply by the percentage of landscaping required in the zone, multiply by the total lot area of both the original development and the addition; however, the total amount of the landscaping shall not exceed the requirements set forth in this subsection.

$$\text{a. } \frac{\text{ALC (additional lot coverage)}}{\text{ELC (Existing Lot Coverage)}} \times \% \text{ of landscaping required} \times \text{Total lot area}$$

- b. Landscaping to be installed on an addition or expansion may be spread over the entire site (original and addition or expansion projects) with the approval of the review committee;

~~B. The following factors shall be considered by the applicant when planning the landscaping in order to accomplish the purpose set out in Section 17.57.010. The Landscape Review Committee shall have the authority to deny an application for failure to comply with any or all of these conditions~~
Landscape plans shall meet the following standards, unless the Discretionary Review Process of Section 17.57.050 (B)(2) is requested by the Applicant:

1. Compatibility with the proposed project and the surrounding and abutting properties and the uses occurring thereon.
2. Screening the proposed use by sight-obscuring, evergreen plantings, shade trees, fences, or combinations of plantings and screens.
3. The retention of existing trees and natural areas that may be incorporated in the development of the project. The existing grade should be preserved to the maximum practical degree. Existing trees shall be provided with a watering area equal to at least one-half the crown area.
4. The development and use of islands and plantings therein to break up parking areas.
5. The use of suitable street trees in the development of new subdivisions, shopping centers and like developments. Certain trees shall be prohibited in parking areas: poplar, willow, fruit, nut, birch, conifer, and ailanthus.
6. Suitable watering facilities or irrigation systems must be included in or near all planted areas;

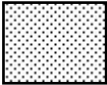
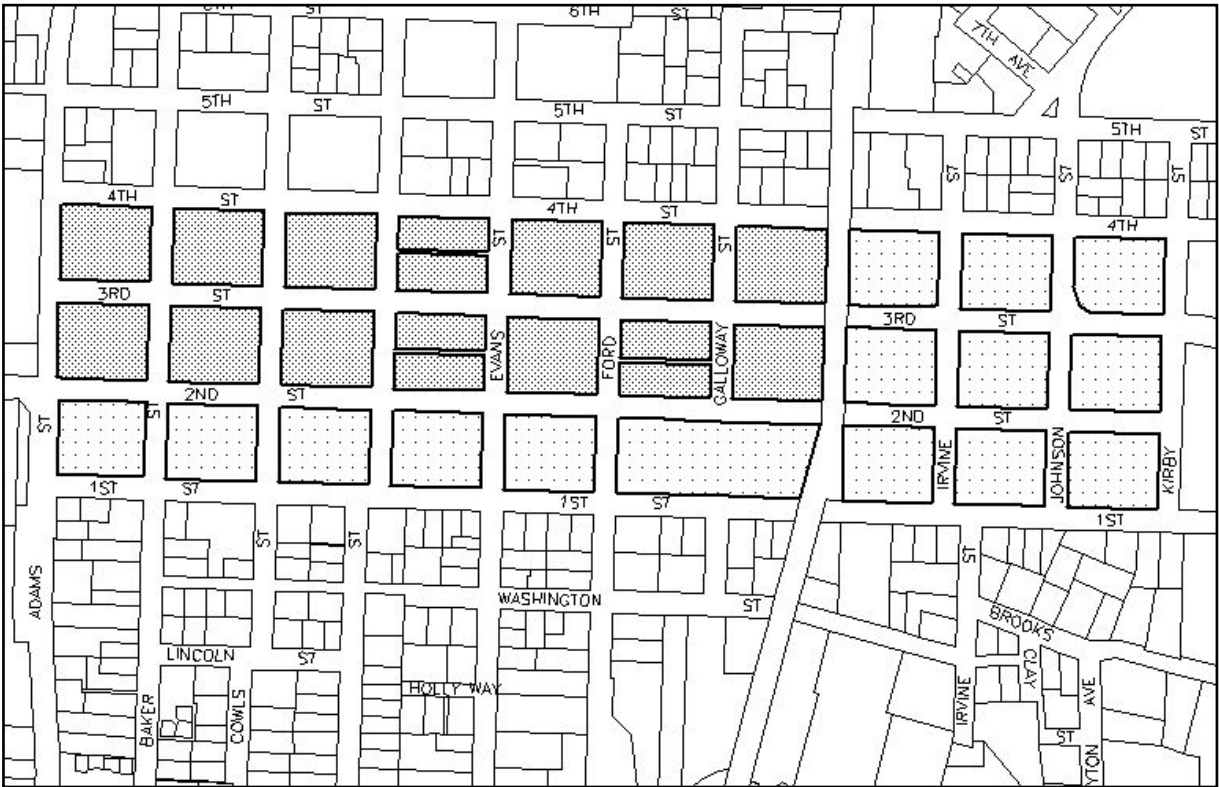
~~C. All landscaping approved through the Landscape Review Committee~~ **by the landscape plan shall be continually maintained, including**

necessary watering, weeding, pruning, mowing, and replacement. ~~Minor changes in the landscape plan, such as like for like replacement of plants, shall be allowed, as long as they do not alter the character and aesthetics of the original plan. It shall be the Planning Director's decision as to what constitutes a major or minor change. Major changes to the landscape plan shall be reviewed and approved by the Landscape Review Committee.~~ (Ord. 5156, 2025; Ord. 5027 §2, 2017; Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).

17.57.080 Central Business District. The central business district shall be divided into two areas as defined in this section:

- A. Area I is that area between Adams Street and the railroad tracks and between Second and Fourth Streets. The landscaping requirements set forth herein shall not apply to this portion of the central business district, except for the provision of street trees according to the city's master plan;
- B. Area II is defined as being that area between Adams and Kirby Streets from First to Fourth Streets, excluding the area in subsection A above. One-half of the landscaping requirements set forth in Section 15.57.050 above shall apply to this area. (Ord. 5027 §2, 2017; Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).

REDUCED LANDSCAPING REQUIREMENTS



Area I No Required Landscaping



Area II - One-Half Required Landscaping

17.57.090 Credit for Work in Public Right-of-Way. The review committee may grant an applicant credit for landscaping done in the public right-of-way provided that if at any time in the future the right-of-way is needed for public use, any landscaping removed from the right-of-way must be replaced on the subject site. The review committee shall consider the need for future use of the right-of-way for street or utility purposes before granting credit under this section. (Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).

17.57.100 Appeal—Planning Commission to act when.

- A. In the event the landscaping is disapproved by the review committee, the applicant may appeal to the Planning Commission within 15 (fifteen) days after the review committee has considered the plan. The matter shall be set for review by the Planning Commission as set forth in subsection B of this section;
- B. If, after review, the review committee cannot or does not reach a decision on the landscaping plan submitted, the application shall be forwarded to the Planning Commission for review and final disposition. Action on the application will occur at the next regularly scheduled meeting, or with the approval of the Planning Commission chairman, at a work session if scheduled sooner. The applicant shall be notified of the time and place of the review by the Planning Commission and may choose to be present. The absence of the applicant shall not preclude the Planning Commission from reaching a decision;
- C. The review committee may, at their discretion, continue an application pending submittal of further information or detail. (Ord. 5027 §2, 2017; Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).



**City of McMinnville
Community Development**
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**DECISION, FINDINGS OF FACT AND CONCLUSIONARY FINDINGS FOR THE
APPROVAL OF LEGISLATIVE AMENDMENTS TO THE MCMINNVILLE ZONING
ORDINANCE, DOCKET G 2-24, RELATING TO LANDSCAPE REVIEW PROCESS AND
LANDSCAPE PLAN SUBMISSION REQUIREMENTS CHAPTERS 17.57**

DOCKET: G 2-24

REQUEST: Proposed amendments to the McMinnville Zoning Ordinance, adopting amended standards for landscape review process and landscape plan submission requirements.

LOCATION: N/A. The proposal is a legislative text amendment.

ZONING: N/A. The proposal is a legislative text amendment.

APPLICANT: City of McMinnville

STAFF: Taylor Graybehl, Senior Planner

HEARINGS BODY: McMinnville Planning Commission

DATE & TIME: November 7, 2024, 6:30pm. Hybrid In-Person and Zoom Online Meeting:

In Person: Kent Taylor Civic Hall, 200 NE 2nd Street, McMinnville

Zoom Meeting:

<https://mcminnvilleoregon.zoom.us/j/89368634307?pwd=M0REY3RVSzFHeFdmK2pZUmJNdkdSZz09>

Zoom Meeting ID: 893 6863 4307

Zoom Passcode: 989853

Or you can call in and listen via zoom: 1-253-215-8782
ID: 893 6863 4307

BODY: McMinnville City Council

PROCEDURE: The application is subject to the legislative land use procedures specified in Sections 17.72.120 - 17.72.160 of the McMinnville Municipal Code.

APPEAL: The Planning Commission will make a recommendation to the City Council. The City Council's decision on a legislative amendment may be appealed to the Oregon Land Use Board of Appeals (LUBA) within 21 days of the date written notice of the City Council's decision is mailed to parties who participated in the local proceedings and entitled to notice and as provided in ORS 197.620 and ORS 197.830, and Section 17.72.190 of the McMinnville Municipal Code.

DECISION

Based on the findings and conclusionary findings, the City Council **APPROVES** the legislative amendments to the Zoning Ordinance (Docket G 2-24).

////////////////////////////////////

DECISION: APPROVAL

////////////////////////////////////

City Council: _____ Date: _____
Kim Morris, Mayor

Planning Commission:_____ Date:_____
Sidonie Winfield, Chair of the McMinnville Planning Commission

Planning Division: _____ Date: _____
Heather Richards, Community Development Director

I. APPLICATION SUMMARY

This application is a legislative proposal for amendments to the McMinnville Zoning Ordinance, adopting amended standards for the landscape review process and landscape plan submission requirements in Chapter 17.57.

II. ATTACHMENTS

- Attachment 1. Amendments (on file with Planning Division; see also Exhibit A to Ordinance 5156)

III. FINDINGS OF FACT – GENERAL FINDINGS

Docket G 2-24 is a legislative package of City-initiated proposed McMinnville Comprehensive Plan and McMinnville Municipal Code amendments related to Chapter 17.57 Landscaping. The proposal is intended to implement the adopted revised standards for the landscape review process and landscape plan submission requirements.

The City Council finds that based on the findings of fact and the conclusory findings contained in this findings report, the proposed amendments to Chapters 17.57 of the McMinnville Zoning Ordinance are consistent with all applicable state and local regulations.

This findings document provides conclusory findings regarding consistency with applicable provisions of state and local law. Supporting these is a factual basis upon which the conclusory findings rest.

IV. FINDINGS OF FACT - PROCEDURAL FINDINGS

1. On September 11, 2024, city staff hosted a work session with the Landscape Review Committee to discuss amendments to regulations related to landscape plans, landscape standards, and street tree plans. At the time, the Landscape Review Committee recommended bringing the item before the Planning Commission.
2. On October 2, 2024, notice of the application and the November 7, 2024 Planning Commission public hearing was provided to DLCD.
3. On October 3, 2024, city staff hosted a work session with the Planning Commission to discuss options for landscaping and tree amendments to the McMinnville City Code. The options presented largely reflect the amendments as recommended by the Landscape Review Committee. At that time, the Planning Commission provided direction to move forward with a legislative effort to amend the McMinnville Municipal Code to modify regulatory standards for landscape plans, landscape standards, and street tree plans.

4. On November 1, 2024, notice of the application and the November 7, 2024 Planning Commission public hearing was published in the News-Register in accordance with Section 17.72.120 of the Zoning Ordinance.
5. On November 7, 2024, the Planning Commission held a duly noticed public hearing to consider the request.
6. Notice of the January 14, 2025, City Council meeting was posted on the City website in accordance with Oregon public meetings law and the item was continued.
7. Notice of the April 22, 2025, City Council meeting was posted on the City website in accordance with Oregon public meetings law and the item was continued.
8. On May 13, 2025, the City Council held a duly noticed public meeting to consider the Planning Commission's recommendation and the proposal.

V. CONCLUSIONARY FINDINGS:

The Conclusionary Findings are the findings regarding consistency with the applicable criteria for the application.

Zoning Ordinance

The Purpose Statement of the Zoning Ordinance serves as a criterion for Zoning Ordinance amendments:

17.03.020 Purpose. The purpose of the ordinance codified in Chapters 17.03 (General Provisions) through 17.74 (Review Criteria) of this title is to encourage appropriate and orderly physical development in the city through standards designed to protect residential, commercial, industrial, and civic areas from the intrusions of incompatible uses; to provide opportunities for establishments to concentrate for efficient operation in mutually beneficial relationship to each other and to shared services; to provide adequate open space, desired levels of population densities, workable relationships between land uses and the transportation system, adequate community facilities; and to provide assurance of opportunities for effective utilization of the land resources; and to promote in other ways public health, safety, convenience, and general welfare.

FINDING: SATISFIED. The proposed amendments amend standards for landscape plans, landscape standards, and street tree plans. The Planning Commission evaluated the recommendations of the Landscape Review Committee, and a variety of issues related to increased efficiencies and the identified purpose of landscaping within the Zoning Ordinance. The proposal strikes a balance between the purpose and intent of Chapter 17.57 and the efficiencies required for staff time.

Comprehensive Plan

As described in the Comprehensive Plan, the Goals and Policies of the Comprehensive Plan serve as criteria for land use decisions. The following Goals and Policies from Volume II of the McMinnville Comprehensive Plan are applicable to this request:

CHAPTER X. CITIZEN INVOLVEMENT AND PLAN AMENDMENT

GOAL X 1 TO PROVIDE OPPORTUNITIES FOR CITIZEN INVOLVEMENT IN THE LAND USE DECISION MAKING PROCESS ESTABLISHED BY THE CITY OF McMINNVILLE.

FINDING: SATISFIED. The proposal is consistent with this applicable Goal of Chapter X of the Comprehensive Plan.

The Planning Commission held a work session on October 3, 2024 to evaluate a draft zoning ordinance amendment and consider best practices, including those of other communities.

At the work session, the Planning Commission agreed to initiate the public hearing process for public consideration of the draft proposal presented.

The Commission determined that the proposed amendments best-balanced Chapter 17.57's purpose and intent, staff time efficiencies, and the State of Oregon's requirement for clear and objective standards for middle housing.

Notice of the proposal and public hearing was provided to DLCD and published in the newspaper.

The public hearing process provides further opportunity for consideration of citizen involvement and input and associated deliberation.

EXHIBIT 1 - MINUTES

November 7, 2024
Planning Commission
Regular Meeting

6:30 pm
Hybrid Meeting
McMinnville, Oregon

Members Present: Sidonie Winfield, Dan Tucholsky, Matthew Jones, Beth Rankin, Brian Randall, Rachel Flores, Sylla McClellan, and Elena Mudrak

Members Absent: Meg Murray

Staff Present: Heather Richards – Community Development Director, Tom Schauer – Senior Planner, Taylor Graybehl – Senior Planner, and Bill Kabeiseman – Bateman Seidel

1. Call to Order

Chair Winfield called the meeting to order at 6:30 p.m.

2. Citizen Comments

None

3. Public Hearings

A. Quasi-Judicial Hearing: Planned Development Amendment (PDA 1-24) and Amendment to Subdivision Tentative Plan (S 3-24), No Site Address (Undeveloped), Tax Lot R4524 00801

Request: **PDA 1-24.** The applicant is requesting approval of a Planned Development Amendment to the current Planned Development approval applicable to the property for the remaining undeveloped phases, approximately 106 remaining acres. Principal elements of the proposed amendment include requests to: reconfigure parts of the street layout, change the number of remaining residential lots from 394 to 392, provide tracts for open space and recreation and pedestrian connections (approximately 13 acres) and stormwater management (approximately 1.6 acres), modify phasing boundaries, and request modifications to certain development standards, including reduced setbacks, lot size averaging with average lot size of 7,960 sf and minimum lot size of 5,000 sf, and flexibility to street/alley standards for address frontage for three lots, and request to remove all trees as necessary to accommodate the proposed development plan.

The proposal would also revise 43 of the lots currently approved for attached housing to standard lots proposed as detached housing.

S 3-24. The applicant is also requesting approval of an amendment to the corresponding Subdivision Tentative Plan for the property, to be consistent with the requested Planned Development Amendment.

Applicant: Holt Homes, Inc. c/o Applicant's Consultant: Zach Pelz, AKS Engineering & Forestry, LLC

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

Chair Winfield had known the owners of the site for a long time, but it would not impact her ability to make an unbiased decision.

Chair Winfield asked if any Commissioners had visited the site. Commissioners McClellan, Jones, Tucholsky, Flores, Winfield, Rankin, and Randall had visited the site. Chair Winfield asked if any Commissioner needed to declare any contact prior to the hearing with the applicant or any party involved in the hearing or any other source of information outside of staff regarding the subject of this hearing. There was none.

Staff Report: Senior Planner Schauer presented the staff report. This was a request for a Planned Development amendment and Subdivision Tentative Plan amendment for the remaining phases of the Hillcrest Planned Development, approximately 106 acres. The amendments would revise the street layout with substantially the same connections external to the site, 392 lots and open space tracts vs. 394 lots, smaller average lot size and reduced setbacks, and 43 multi-generational homes vs. 43 townhouse lots. He explained additional information entered into the record after the October 31 meeting packet, applications, criteria, subject property, proposed master plan/tentative plan, background on previous applications, project phases, open space tracts, streets and utilities, and staff's recommendation for approval with conditions.

Commissioner Questions: The Commission asked questions about the landscape plan for the open space tracts, how there were no restrictions on occupation of the ADU for the multi-generation housing, pump facility, drainage plan, natural hazards, how the applicant thought they were subject to the 2017 standards rather than current standards and how staff thought the amendments were subject to the current standards, flood risk to the lots adjacent to the wetlands, and how the drainage plan would ensure there would not be flooding,

James Lofton, City Engineer, discussed the drainage plan and how the project would need detention facilities. He described the engineering process that took place after the land use decision was rendered. He explained how the Natural Hazards Overlay applied to this project and how a full geotechnical analysis would be done on the site. They would not be able to eliminate flooding on some of the lots. There would be easements for drainageways and the boundary of the easements would be at the 100 year flood event level to keep the home construction out of the flood area.

Applicant's Testimony: Zach Pelz, AKS Engineering & Forestry, LLC was representing the applicant. He gave a project background and discussed the subdivisions approved in 2007 and 2017, reasons for the modifications including road realignment, how the road realignment was substantially similar to the 2017 plan, summary of the planned modifications, how the

current plan improved on the 2017 plan, mid-block pedestrian pathways, more open space, and community amenities. Regarding Condition of Approval #13, there was a strikeout shown that no longer allowed them to exempt trees located in the rights-of-way. He would like confirmation that the intent was they would not be penalized for removing trees that were in the rights-of-way.

Garret Stephenson, legal counsel for the applicant, said under the current condition, for the trees they would remove, they would have to provide tree mitigation or a fee in lieu. If they were providing land to the public for rights-of-way, he did not think they had to mitigate for the trees that were removed.

Commissioner Questions: There was discussion regarding how the stormwater facilities and the open spaces would be owned and maintained by an HOA.

Senior Planner Schauer said the reason for the strike out in Condition #13 was to be consistent with the language of the zoning ordinance.

There was further discussion regarding connectivity of the streams and roadways and how the applicant would use culverts in those areas to allow the water to flow underneath the roadway.

There was concern about stormwater drainage and it was suggested the applicant use permeable pavement. Mr. Pelz stated they would install two stormwater facilities for water detention. There were long term maintenance issues with permeable pavement. Mr. Lofton explained why permeable pavement was not appropriate for this area with slide susceptibility.

The Commission suggested the applicant work with McMinnville Water & Light for better water pressure to the adjacent neighborhood. Mr. Pelz said even though the pressure was low, it was in the range and they would be operating in a different pressure zone.

Mr. Pelz confirmed the playground in Area F would include a play structure, open area, and walking paths. They were not planning to include a public restroom due to the cost.

There was further discussion regarding how the housing designs would satisfy all of the applicable design guidelines, how adding left turn lanes at some intersections was required, blasting and noise, excavation and fill, clustering housing to save trees, the challenge of putting streets through the site and grading, how this would provide needed homes for residents and protect open spaces, and how there would be room for bus stops on the roads.

Proponents: Linda Berlin, McMinnville resident, had not been notified of the neighborhood meeting. She was concerned about the construction traffic on her street as well as fire and emergency traffic accessing the development. She was in support of the project as long as the water and sewer were on different systems and would be charged differently.

Steven Goldsmith, McMinnville resident, was concerned about urban heat island effect and lack of a lighting plan. He thought the growth should be managed in a responsible way.

Howard Aster, McMinnville resident, was one of the families planning to sell their property to be developed. He and the other two families had been working with the developer on this transaction for two years now and thought Holt Homes was honest and would build good homes. This proposal added housing variety and open space to this area.

Opponents: Kristi Bahr, McMinnville resident, discussed Phase 9, and how a proposed road extension went through her home. Mr. Schauer said the issue was included in Condition #27. At this point in time, the road would stub out at her property line and the intention was in the future that this was how the property would be served with street infrastructure if it was annexed and developed.

Rebuttal: Mr. Pelz discussed the issues they had with Condition #13 regarding the tree mitigation. Up until today, he thought the number was based on trees that were going to exist in the boundaries of the developed lots as well as the street trees they would have to install. Changing the language could be a substantial mitigation cost. He proposed going back to the original version to remove trees in the rights-of-way without paying a fee in lieu. He suggested closing the hearing but keeping the record open for 7 days until November 14 for the applicant to work with staff on the matter, and then keeping the record open for another 7 days for public testimony which would be due by November 21. They would waive the 7 day period for final written arguments. The Planning Commission would then make a decision on November 21.

Commissioner McClellan MOVED to CLOSE the hearing but keep the record open for Planned Development Amendment (PDA 1-24) and Amendment to Subdivision Tentative Plan (S 3-24) until November 14, 2024 for the applicant and until November 21, 2024 for rebuttal. SECONDED by Commissioner Jones. The motion PASSED 8-0.

B. Quasi-Judicial Hearing: Hearing: Zone Change (ZC 3-24), No Site Address (Undeveloped), Tax Lot R4409DC0110

Request: The applicant is requesting approval of a Zone Change application from R-3 (Medium-Density, 6000 SF Lot Residential Zone) to R-4 (Medium, High-Density, 5000 SF Lot Residential Zone) for a 2.93-acre parcel located at Tax Lot R4409DC 01100, west of the NE Newby Street and NE Hoffman Drive Intersection. This is for a zone change only. No development is currently proposed for the site

Applicant: Monika Development

Chair Winfield opened the public hearing and read the hearing statement. She asked if there was any objection to the jurisdiction of the Commission to hear this matter. There was none. She asked if any Commissioner wished to make a disclosure or abstain from participating or voting on this application. There was none. Chair Winfield asked if any Commissioners had visited the site. Many Commissioners had visited the site. Chair Winfield asked if any Commissioner needed to declare any contact prior to the hearing with the applicant or any party involved in the hearing or any other source of information outside of staff regarding the subject of this hearing. There was none.

Staff Report: Senior Planner Graybehl presented the staff report. This was a request for a zone change for a 2.93 acre property from R-3, medium density residential, to R-4, medium high density residential. No development was proposed at this time. Staff recommended approval. He described the existing conditions on the site, review procedures, review criteria and compliance, needed housing, Comprehensive Plan findings, Great Neighborhood Principles findings, Statewide Planning Goals, what was required for Goal 10: transportation, and how the Traffic Impact Analysis showed the project did not create a significant impact due to the new zoning.

There was discussion regarding when development might occur on the site, additional number of units allowed in the new zone, and height and setbacks for the R-4 zone.

Applicant's Testimony: Wendy Kellington, representing the applicant, said the applicant might or might not develop the property. The zone change was a tool to deliver increased housing within the City. It would allow this site to be developed with different housing types per the Great Housing Principles. Due to the wetland on the property, it was the only way to achieve the amount of housing needed to help meet the significant deficit. Without upzoning, it would be difficult to achieve the housing. Rezones were allowed without development proposals so long as they met the standards. This application met all of the standards. The Comprehensive Plan said all housing types shall be allowed, and the City should encourage rezoning to maintain land supply to meet housing objectives. Regarding adding conditions of approval, it would deprive the City of the developer's flexibility to comply with the design standards. The time to impose conditions was when there was a specific development application, and they would know the impacts and how to mitigate them. This application would allow the City significant infill and increase housing.

There was discussion regarding previous applications on this site and applicant's plans for the site.

Proponents: None

Opponents: Jerry Lanier, McMinnville resident, did not think they had to rezone the property as they could already put denser development on it. At its current zoning, it would not be different from the other adjacent properties. It was surrounded by nice neighborhoods of single family, duplexes, and triplexes and building high rise apartments next to these homes would be hard on the neighborhood. There was not any greenspace in the area as it was, and adding more people would make it worse.

Travis Cameron, McMinnville resident, was concerned about people from this site parking in the neighborhood, which was a beautiful neighborhood currently.

Rebuttal: Ms. Kellington said the decision had to be based on the standards and criteria, which stated neighborhoods shall have different housing types. Neighborhood integration and diversity was important to the City and without honoring the standards, the City could not meet their housing targets. This property was well suited to be a beautiful addition to the neighborhood and would have to meet strict standards for development. Parking standards were imposed by the City and would be part of the application. She read a State Statute as a basis for not putting conditions on the zone change.

Commissioner Tucholsky MOVED to CLOSE the public hearing, SECONDED by Commissioner McClellan. The motion PASSED 8-0.

Chair Winfield closed the public hearing.

The applicant waived the 7 day period for submitting final written arguments in support of the application.

Commissioner Deliberation: The Commission discussed short term rentals in the R-4 zone, struggle with the number of units that were possible with the upzone, what they would be gaining and the neighborhood losing with this application, how it met the criteria, future height

concessions and being a good neighbor, questioning if this was the right location for higher density, and adding a condition for the height and setback from the existing neighborhoods.

Commissioner Randall suggested adding a condition for a minimum setback of 15 feet along the abutting single family residences based on the human scale design in the Great Neighborhood Principles.

Commissioner Tucholsky was not in favor of approving the application, even with the condition. There were 14 properties adjacent to this property that would be negatively affected only to add 12 more units. He thought they should not change the zoning on a property that had no plan and was not ideal for the extra density. Changing the setback would not give the neighbors privacy that they had bought into as they had signed up for R-3.

Commissioner McClellan said the applicant wanted to set the property up for the best development opportunities, but she agreed that R-4 might not be the best option for the property. She did not know a criterion that could reasonably deny the request.

The Commission discussed the zone change criteria and what might be used for denial and if the condition proposed by Commissioner Randall followed the code.

No criteria could be found to deny the application.

Community Development Director Richards said the applicant was limited in the number of units based on the footprint of the site itself. They could have a tall, narrow building, but it had not been determined how the site would be designed. She cautioned the Commission not to get caught up in the 120 units that the Traffic Impact Analysis stated was the maximum number of units for the site. She did not know how feasible that would be. One of the complications of R-3 was they had to parcelize the site to create parcels for the housing products. Parcelizing with the drainage ditch was problematic because of the street access to get to the parcels. That was one reason the applicant wanted to change it to R-4 to provide more flexibility. Once they went over three stories, they would be in a different code in terms of structural development, and it would be more expensive. They did not see that in McMinnville.

Commissioner Randall MOVED to RECOMMEND City Council APPROVAL of Zone Change ZC 3-24 with a condition for a minimum setback of 15 feet to the foundation along the north and west property lines. SECONDED by Commissioner McClellan. The motion PASSED 6-2 with Commissioner Mudrak and Tucholsky opposed.

C. **Legislative Hearing: Proposed Amendments To The Comprehensive Plan To Support The Parks, Recreation And Open Space Plan (Docket G 5-24).**

Request: A proposal to adopt the June 2024 Parks Recreation and Open Space Plan as a supplemental document to the McMinnville Comprehensive Plan, and to amend Volume I, Background Information, Volume II, Goals and Policies and Volume III, McMinnville Growth Management and Urbanization Plan's Framework Plan, to support the Parks, Recreation, and Open Space (PROS) Plan.

Applicant: City of McMinnville

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

Staff Report: Community Development Director Richards presented the staff report. This was a request to approve the Comprehensive Plan amendment to adopt the Parks, Recreation, and Open Space Plan as part of the Comprehensive Plan. She explained the reasons for including it in the land use program, purpose of the Parks Plan, table of contents for the Parks Plan, proposed changes to Comprehensive Plan Volume I, background information, Volume II, goals and policies, Volume III, implementing ordinances, and appendices, and amendments to the Framework Plan. She then reviewed the public testimony and addressed the issues raised regarding the number of acres in the Framework Plan, buildable acres vs. unbuildable acres, policies about locations, and Comprehensive Plan Policy #170.18.

Proponents: Mark Davis, McMinnville resident, was in support of the Parks Plan. He requested changes to the document, clarifying Exhibit 3 related to the recently approved Housing Needs Analysis and clarifying parks would be built on unbuildable land.

Opponents: Paula Lang, McMinnville resident, was not opposed to the Parks Plan as a whole. However, the information meeting for the Quarry Park project left people with more questions than answers. There was a perception that the affluent residents in the area would like to keep the park for themselves. She would like open access to the park. The walking paths were relegated to the outside border of the park and the interior would be dedicated to BMX biking. This site flooded every year, and she was concerned about the flora and fauna of the area. The neighbors needed more information.

Susan Muir, Parks and Recreation Director, said Quarry Park was in the five year action plan, not as a BMX, but as a bike park. That was the first outreach to the neighborhood and there would be more community engagement.

Chair Winfield closed the public hearing.

There was discussion regarding the implications to the Fox Ridge Area Plan and the community park in that plan if these amendments were approved. Community Development Director Richards said the community park was not in the Parks Plan, but the Parks Plan did include a minimum 5 acre neighborhood park and greenway acreage in this area.

Bill Kabeiseman, City Attorney, said it was not inconsistent and plans did change over time.

The Commission had worked hard on the Fox Ridge Area Plan and wanted to ensure that it did not need to be amended due to the PROS Plan and associated Framework Plan amendments. They wanted to continue the hearing to have staff bring back a recommendation to address the issue.

Commissioner McClellan MOVED to CLOSE the hearing and CONTINUE deliberations for the proposed amendments to the Comprehensive Plan to support the Parks, Recreation and Open Space Plan (Docket G 5-24) to December 5, 2024. SECONDED by Commissioner Tucholsky. The motion PASSED 8-0.

D. Legislative Hearing: Proposed Amendments To Chapters 17.57 Landscaping and 17.58 Trees Regarding Landscape Plans, Landscape Standards, and Street Tree Plans (Docket G 2-24).

Request: This is a proposed legislative amendment to the Zoning Ordinance initiated by the City of McMinnville. The proposal would amend various provisions of Chapter 17.57 Landscaping and Chapter 17.58 Trees regarding landscape plans, landscape standards, and street tree plans. The proposal would amend Chapter 17.57 to expand the purpose and intent, clarify when landscaping is required, allow for review by staff when a plan complies with standards, update information required on plans, address landscape requirements for additions or expansions to building or parking lots, create clear and objective landscaping standards, and provide minor text amendments for ease of reading. Chapter 17.58 Trees would be amended to allow for review by staff when a street tree plan complies with standards.

Applicant: City of McMinnville

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

Staff Report: Senior Planner Graybehl presented the staff report. This was a request to amend the zoning ordinance for landscape and street tree plans. He gave a background on the amendments, changes that were proposed, and street tree plan standards. Staff recommended approval.

There was no public testimony.

Chair Winfield closed the public hearing.

Commissioner McClellan MOVED to RECOMMEND City Council APPROVAL of the proposed amendments to Chapters 17.57 Landscaping and 17.58 Trees Regarding Landscape Plans, Landscape Standards, and Street Tree Plans (Docket G 2-24). SECONDED by Commissioner Jones. The motion PASSED 8-0.

4. Commissioner Comments

None

5. Staff Comments

Community Development Director Richards discussed the open Planning Manager position and thanked those who attended the Planning Conference.

6. Adjournment

Chair Winfield adjourned the meeting at 11:42 p.m.



**City of
McMinnville**

• PLANNING Division

G 2-24: Landscape Plans Amendments (Ord. No. 5156)

Taylor Graybehl, Senior Planner

May 13, 2025

City Council, 5.13.25

Amended on 05.14.2025
277 of 300

Ordinance No. 5156

- ❖ Revises Chapter 17.57 “Landscaping” of the McMinnville Municipal Code (MMC).
- ❖ The proposed amendments are anticipated to improve internal efficiencies in landscape plan reviews, enhance clarity for applicants, and support timely decision-making.
- ❖ Proposes a two-pathway review process: administrative (staff) and discretionary (Landscape Review Committee).
- ❖ Proposes new submittal requirements to make clear expectations for landscape plan submissions.
- ❖ Recommendation of the Planning Commission after hosting a public hearing on November 7, 2024. Unanimous vote to recommend approval.

City Council Goals and Strategic Plan

Goal – GROWTH & DEVELOPMENT CHARACTER. Guide growth & development strategically, responsively & responsibly to enhance our unique character.

Strategic Objectives:

- Strategically plan for short and long-term growth and development that will create enduring value for the community.

Goal – CITY GOVERNMENT CAPACITY. Strengthen the City's ability to prioritize and deliver municipal services with discipline and focus.

Per the 2023 Planning Fee Study, it should save approximately \$15,000 in staff time.



Why Are We Doing This?

Phase One: Key Updates to Landscape Plan Review Process and Submittal



Reducing Review Delays

- Current process requires Landscape Review Committee oversight, increasing staff workload & decision time.
- Proposed:
 - Administrative Review (staff-approved if compliant).
 - Discretionary Review (Committee evaluates alternative designs).

✓ Completeness Review Period

- Current process lacks a pre-check for completeness, leading to delays & extra meetings.
- Proposed:
 - Administrative Review: no completeness review.
 - Discretionary Review: add a 15-day completeness review to ensure all required info upfront.



Clearer and Better Submission Requirements

- Plans often lack critical details.
- New requirements streamline process, improve efficiency & optimize staff time.



Planning Commission Public Hearing and Decision

PLANNING COMMISSION

- ❖ Hearing held on November 7, 2024.
- ❖ Planning Commission recommended approval with a vote of 8 – 0.
- ❖ No public testimony.
- ❖ Minimal discussion by the Planning Commission before recommending approval to City Council.



TESTIMONY RECEIVED

❖ No public testimony has been received.



Phased Approach

Phase Planning Commission's Recommendation:

- **January 14, 2025: Initial presentation to City Council.**
- **Pulled for internal coordination, with the decision to create two phases, to allow for more work on design and development standards.**

Phase One:

- **Focus on process and submittal requirements.**

Phase Two:

- **Address design and development standards.**
- **To return at a later date.**

Current Status:

- **The packet represents Phase One updates to Chapter 17.57.**



Determining What Action to Pursue

Per Section 17.72.130(B)(2) of the McMinnville Municipal Code:

Upon receipt of the decision of the Planning Commission, the City Council shall:

- a. Adopt an ordinance effecting the proposed change as submitted by the Planning Commission, or
- b. Adopt an ordinance effecting the proposed change in an amended form, or
- c. Refuse to adopt the amendment through a vote to deny, or
- d. Call for a public hearing on the proposal, subject to the notice requirements stated in Section 17.72.120(D).



Recommended Motion

**“BASED ON THE FINDINGS OF FACT,
THE CONCLUSIONARY FINDINGS FOR
APPROVAL, AND THE MATERIALS
RECOMMENDED BY THE PLANNING
COMMISSION AND SUBMITTED BY
STAFF, I MOVE TO ADOPT ORDINANCE
NO. 5156.”**

Why Are We Doing This?

1.) Key Challenges: RESOURCE INTENSIVE REVIEW PROCESS

Current Process:

- All landscape plans are reviewed by the Landscape Review Committee (Committee).
 - Staff must prepare reports and staff meetings, adding workload and delaying decisions.
 - MMC designates the Planning Director as the decision-maker, with the Committee serving in an advisory role.

Additional Impacts

- Extended review periods due to:
 - A 7-day period between packet issuance and decisions.
 - Multiple meetings to address revisions suggested by the Committee.



Why Are We Doing This?

1.) Key Challenges: RESOURCE INTENSIVE REVIEW PROCESS

Proposed Solution: Two-Path Review Process:

1. Administrative Review Process

- **Section 17.57.050(A)(1):** Staff reviews and approves plans meeting established standards.

2. Discretionary Review Process

- **Section 17.57.050(A)(2):** Applicants may request modifications to standards by demonstrating alignment with:
 - **Chapter's Purpose**
 - **Comprehensive Plan**
 - **Great Neighborhood Principles**
- **Landscape Review Committee** assesses if proposals meet or exceed existing standards.



Why Are We Doing This?

2.) Key Challenge: ABSENCE OF COMPLETENESS REVIEW PERIOD

Current Challenge:

- Lacks of an application completeness review period.
- Landscape Review Committee must review applications within 30 days of submission, even if incomplete.
- Results in:
 - Additional meetings.
 - Time delays.
 - Applicant frustrations.

Best Practices:

- Similar applications in our Zoning Ordinance typically include a 30-day completeness review for staff to:
 - Verify all necessary information is provided.
 - Notify applicants of missing details promptly.



Why Are We Doing This?

2.) Key Challenge: ABSENCE OF COMPLETENESS REVIEW PERIOD

Proposed Solution:

1. Administrative Review Process:

- Maintains 30-day review timeline.
- No completeness review.

2. Discretionary Review Process:

- Add a 15-day completeness review to ensure complete submissions.
- Prevents delays and provides all necessary information for Landscape Review Committee decisions.
- After deemed complete:
 - Maintain 30-day decision period.
 - Applications are automatically approved if no decision is made within this period.



Why Are We Doing This?

3.) Key Challenge: INSUFFICIENT INFORMATION ON LANDSCAPE PLAN SUBMISSIONS

Challenges

- **Submissions often lack key details, even when meeting current submittal requirements, such as:**
 - **Utility locations.**
 - **Site conditions.**
 - **Planting materials.**
 - **Expected built conditions.**
- **Missing details hinder verification of compliance with standards.**



Why Are We Doing This?

3.) Key Challenge: INSUFFICIENT INFORMATION ON LANDSCAPE PLAN SUBMISSIONS

Proposed Solution:

- **Revise Section 17.57.060 to add submission requirements.**

Expected Benefits:

- **Streamlined review process.**
- **Improved staff resource efficiency.**
- **Make sure that landscape plans meet city standards.**



PUBLIC ENGAGEMENT

- ❖ JUNE 2023: Staff presented amendments to Chapters 17.57 (“Landscaping”) and 17.58 (“Trees”) to the Planning Commission. The Planning Commission requested to postpone the discussion.
- ❖ APRIL 2024: Planning commission decided to prioritize amendments to Chapter 17.58 (“Trees”) and defer changes to Chapter 17.57 (“Landscaping”).
- ❖ JUNE 2024: Chapter 17.58 (“Trees”) was amended with Ordinance No. 5145.
- ❖ OCTOBER 2024: Updates, as recommended by the Landscape Review Committee, presented to the Planning Commission. The Planning Commission requested staff to prepare draft ordinance.
- ❖ NOVEMBER 2024: The Planning Commission reviewed and recommended the draft ordinance.





STAFF REPORT

DATE: May 13, 2025
TO: Mayor and City Councilors
FROM: David Ligtenberg, City Attorney
SUBJECT: Ordinance 5161 amending Chapter 2.21 of the Municipal Code to adopt procedures for surplus and sale of personal property owned by the City.

Report in Brief:

In 2003, the Oregon Legislature adopted a new Public Contracting Code. Under that Code, the McMinnville City Council is the designated Local Contract Review Board of the City. The Council then, via Ordinance 5009 in 2006, largely affirmed adoption of the state's Model Rules with regard to public contracting, with only minor local modifications. However, neither the Model Rules, nor the City's local modifications, contain specific detail for the disposition and sale of surplus personal property. Ordinance 5161 seeks to provide such detail, allowing City Staff to more-effectively dispose of personal property that is no longer needed.

Discussion:

Under the Model Rules, City sale of any personal property is treated the same as any other public contract, meaning that the City could be required to seek quotes or bids and contract for the sale of the goods, depending on the cost thereof. The process is fundamentally designed for purchase, so is unnecessarily burdensome with regard to sale or other disposal.

Because of these requirements, some City-owned personal property has simply been stored, awaiting staff capacity or critical mass to be worth the difficulty of selling. Accordingly, staff now recommends adopting Ordinance 5156, which is based on a portion of the League of Oregon Cities' Model Policy for Public Contracting & Purchasing with regard to surplus personal property.

The proposed code first contains a process by which personal property that has been determined to no longer be needed by any City department be declared surplus. Limits for department heads, the City Manager, or Council itself to make such a determination would be set by Council. Upon a determination of surplus property, the proposed Ordinance offers a number of sale/disposal options available intended to serve the best interest of the City.

Attachments:

1. McMinnville Municipal Code Chapter 2.21
2. Ordinance 5161: Amending Chapter 2.21 of the Municipal Code to adopt procedures for surplus and sale of personal property owned by the City.

Fiscal Impact:

N/A

Chapter 2.21

PUBLIC CONTRACTING

Sections:

- 2.21.010** **Definitions.**
- 2.21.020** **Public Contracting Rules.**
- 2.21.030** **Local Contract Review Board.**
- 2.21.100** **Personal Services Contracts.**

2.21.010 Definitions.

As used in this Chapter:

- A. “Board” or “Local Contract Review Board” means the Local Contract Review Board for the city of McMinnville, as described in ORS [279A.060](#).
- B. “City” means the city of McMinnville, Oregon, and its elected and appointed officers, employees, or agents who are authorized to solicit, negotiate and/or award public contracts for the city.
- C. “City council” means the mayor and city councilors of the city.
- D. “Personal Services Contract” include contracts for services that require specialized technical, artistic, creative, professional or communication skills or talent, unique and specialized knowledge, or the exercise of discretionary judgment skills, and for which the service depends on attributes that are unique to the service provider, other than contracts for professional services described in ORS [279C.100](#).
- E. “Model Rules” means the Model Rules set forth at OAR Chapter [137](#), Divisions [46](#), [47](#), [48](#) and [49](#), adopted by the Oregon Attorney General pursuant to the provisions of the Oregon Public Contracting Code, as they now exist, and as they may be amended in the future.
- F. “Public Contracting Code” means ORS [279A](#), [279B](#), and [279C](#).

2.21.020 Public Contracting Rules.

Except as expressly provided by the provisions of this chapter, as they now exist, and as they may be amended in the future:

- A. The Model Rules shall apply to public contracts awarded by the city.

B. Words and phrases used by these rules that are defined the Public Contracting Code and in the Model Rules, have the same meaning as defined in the Public Contracting Code and in the Model Rules.

2.21.030 Local Contract Review Board.

The city council is designated as the Local Contract Review Board under the Public Contracting Code.

The Board may delegate its powers and responsibilities consistent with the Public Contracting Code, the Model Rules, and the McMinnville Municipal Code.

2.21.100 Personal Services Contracts.

A. Personal services contracts will be used to retain the services of independent contractors, other than contracts for architectural, engineering, photogrammetric mapping, transportation planning, land surveying and related services described in ORS [279C.100](#). Nothing in this section shall apply to the employment of regular city employees.

B. Pursuant to ORS [279A.055\(2\)](#), the following service contracts or classes of service contracts are designated as contracts for personal services, which shall be subject to the provisions of this section:

1. Accountant or auditing services;
2. Appraisal services;
3. Information technology programming, data processing or related consulting services;
4. Legal services;
5. Investing or financial consulting services;
6. Human resources and training services;
7. Advertising, marketing and/or graphics consulting services;
8. Public relations or communications consulting services;
9. Management systems consulting services;
10. Any other personal services contracts or classes or contracts that the Local Contract Review Board identifies as personal services contracts.

C. Personal services contracts shall be solicited, negotiated and/or awarded in accordance with the procedures described for the selection of Consultants set forth in Division 48 of the Model Rules. (Ord. 5009, 2016; Ord. 4736, 2000; Ord. 3780, 1975).

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

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

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

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

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

[Hosted by General Code.](#)

ORDINANCE NO. 5161

AN ORDINANCE AMENDING CHAPTER 2.21 OF THE MCMINNVILLE MUNICIPAL CODE TO ADOPT PROCEDURES FOR SURPLUS AND SALE OF PERSONAL PROPERTY OWNED BY THE CITY.

RECITALS:

WHEREAS, the City of McMinnville repealed policies related to surplus and sale of personal property in 2016 in favor of wholesale adoption of the State's Model Rules, adopted by the Oregon Attorney General pursuant to provisions of the Oregon Public Contracting Code; and

WHEREAS, the State's Model Rules are limited with regard to surplus and sale of personal property; and

WHEREAS, the City has no standard practice or policy for surplus and sale of personal property; and

WHEREAS, the City would function with greater efficiency if standards for surplus and sale of personal property were expanded and formalized.

NOW, THEREFORE, THE COMMON COUNCIL FOR THE CITY OF MCMINNVILLE ORDAINS AS FOLLOWS:

1. The following sections are added to Title 2 (Administration and Personnel), Chapter 2.21 (Public Contracting) of the McMinnville Municipal Code as follows:

2.21.200 Surplus Personal Property

A. Personal property owned by the City may be declared surplus by any department head or the City Manager, by way of a form approved by the Director of Finance, within limits set by resolution of the City Council.

B. No personal property shall be declared surplus unless it has been determined that the property is no longer needed by any City department, or has been scheduled for replacement in an adopted budget.

2.21.210 Disposal of Surplus Personal Property

- A. Surplus property may be disposed of by any of the following methods upon a determination, by the department head who declared the property to be surplus or by the city manager, that the method of disposal is in the best interest of the city. Factors that may be considered include costs of sale, administrative costs, and public benefits to the city.
1. Governments. Without competition, by transfer or sale to another government department or public agency.
 2. Auction. By publicly advertised auction to the highest bidder. This method includes through contract with a commercially recognized auction agency, which may be contracted by direct appointment for this purpose.
 3. Bids. By publicly advertised invitation to bid.

4. Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with Section 2.21.100 of this Chapter for the award of personal services contracts.
5. Trade-In. By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.
6. Donation. By donation to any organization operating within or providing a service to residents of the state of Oregon, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

2.21.220 Disposal of Property with Minimal Value.

A. Surplus property which has a value of less than \$500, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. The employee making the disposal shall make a record of the value of the item and the manner of disposal.

B. The City may give away surplus personal property to the public at no charge on a first-come, first-served basis for property that it would otherwise pay to dispose of. Notwithstanding section 2.21.230, a City employee may take property under this provision only after it has been available to the public for a reasonable period of time (15 minutes if widely publicized in advance, one working day if not publicized in advance).

2.21.230 Restriction on Sale to City Employees.

City employees who have participated in the process of declaring personal property to be surplus may not purchase or otherwise acquire that property from the City. Other City employees may not purchase or otherwise acquire surplus personal property until the general public has a reasonable opportunity to bid on, purchase, or otherwise acquire the property. Departments may adopt additional policies relating to the acquisition of surplus personal property by City employees.

2. This Ordinance will take effect 30 days after passage by the City Council.

Passed by the McMinnville City Council this 13th day of May, 2025 by the following votes:

Ayes: _____

Nays: _____

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder