



City Council Meeting Agenda

Tuesday, June 24, 2025

6:00 p.m. – Work Session Meeting

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

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

REVISED 06/24/2025

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, June 23rd** to CityRecorderTeam@mcminnvilleoregon.gov
- If appearing via telephone or ZOOM, please sign up prior by **noon on Monday, June 23rd** 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 WORK SESSION & CITY COUNCIL REGULAR MEETING:

You may join online via Zoom Webinar Meeting:

<https://mcminnvilleoregon.zoom.us/j/82373376303?pwd=foiWtZ86WNBmQGsAANJdStsVdAdbSl.1>

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

Webinar ID: 823 7337 6303

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

1. CALL TO ORDER
2. GENERAL OBLIGATION (GO) BONDS AND DEBT PRESENTATION
3. ADJOURNMENT OF WORK SESSION

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

1. CALL TO ORDER & ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT –
The Mayor will announce that 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. PRESENTATION
 - a. Stewardship Report on City insurance coverage from Ryan Hartzell, Hagan Hamilton

5. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports
- c. March & April 2025 Cash and Investment Report (in packet)

6. CONSENT AGENDA

- a. Motion to approve the Visit McMinnville Annual Plan & Budget presented to City Council on May 27, 2025.
- b. Consider **Resolution No. 2025-23**: A Resolution amending the Goods and Services Contract for the Citywide Street Sweeping Services 2022 Project.
- c. Consider **Resolution No. 2025-24**: A Resolution authorizing the City Manager to sign Amendment No. 2 for the contract with Walker Macy to increase the contract sum change by \$3911.00 for the Innovation Campus Master Planning, Public Infrastructure Feasibility Analysis, and Marketing Project.
- d. Consider **Resolution No. 2025-25**: A Resolution declaring the City's election to receive certain state shared revenues.
- e. Consider **Resolution No. 2025-26**: A Resolution certifying provision of municipal services by the City of McMinnville as required by ORS 221.760.
- f. Consider **Resolution No. 2025-29**: A Resolution of the City of McMinnville Authorizing the City Manager to Execute a Fifth Amendment to Personal Services Contract with Erskine Law Practice, LLC, to Provide City Prosecutorial Services.
- g. Consider **Resolution No. 2025-30**: A Resolution Extending the Contract for Park and Open Space Unarmed Security Services to NAS Security Services LLC.
- h. Consider **Resolution No. 2025-32**: A Resolution authorizing an amendment to the Purchase and Sale Agreement between the City and McMinnville Water and Light (December 18, 2024) allowing City authorization for leases of the property prior to closing of the sale.
- i. ~~Consider **Resolution No. 2025-33**: A Resolution authorizing lease of real property located at the McMinnville Airport to Graham Goad.~~ **(Removed on 06.24.2025)**

7. RESOLUTION

- a. Consider **Resolution No. 2025-27**: A Resolution adopting a supplemental budget for fiscal year 2024-25 and making appropriation transfer.
- b. Consider **Resolution No. 2025-28**: A Resolution adopting the budget for the fiscal year beginning July 1, 2025; making the appropriations; imposing the property taxes; and categorizing the property taxes.
- c. Consider **Resolution No. 2025-31**: A Resolution Authorizing Staff to Initiate a Formal Recruitment Process for an Interim City Manager.

8. ADJOURNMENT OF REGULAR MEETING

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

- 1. CALL TO ORDER
- 2. **EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(f)**: To consider information or records that are exempt by law from public inspection.

3. **EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(h):** To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. **(Added on 06.24.2025)**
4. **EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(a):** To consider the employment of a public officer, employee, staff member or individual agent.
5. ADJOURNMENT OF EXECUTIVE SESSION



STAFF REPORT

DATE: June 24, 2025
TO: Mayor and City Councilors
FROM: Katie Henry, Finance Director
SUBJECT: Work Session: GO Bonds Overview

Report in Brief: This is a work session to update the City Council on the City's current GO bond debt in preparation for bringing a new bond to the voters at the November election. Presentation will be made by the City's Financial Advisor and the City's Bond Council to provide a general background on general obligation bonds as well as more specific information on the City's debt capacity and what we should expect moving towards bond election and eventually bond issuance.

Background:

The City has been considering the need for Parks & Recreation facilities and the corresponding financing for some time now. As detailed in many work sessions and Council meetings over the last year, staff and community members are prepared to bring a bond proposal to the voters at the November election.

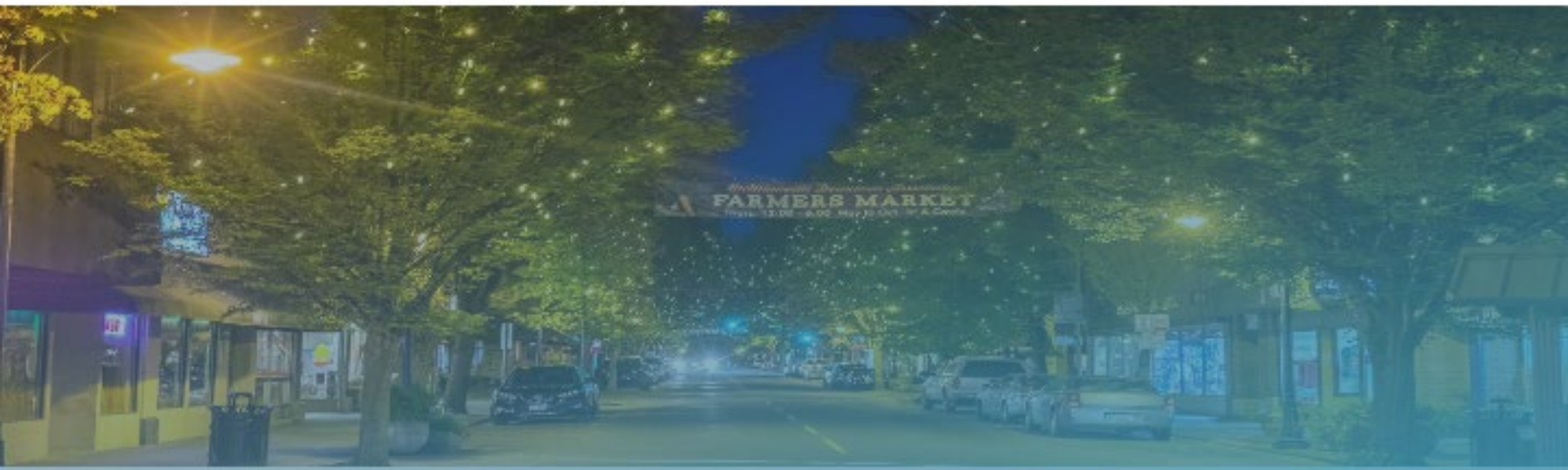
Prior to diving into the details of the election and of bond issuance, we believe it is important for Council to fully understand the City's bonded debt and have an opportunity to ask questions of the contracted professionals who are guiding us through this process.

We have therefore asked Lauren MacMillan, the Managing Director at Piper Sandler, who is our Financial Advisor, along with Sarah Dickey, Esq., Partner at Hawkins Delafeld & Wood LLP, our bond Council, to join us for this work session.

Documents:

1. Powerpoint: 2025-06-24 GO Bonds Overview McMinnville

June 24, 2025



GO Bonds Overview



Lauren MacMillan
Managing Director

Piper Sandler

Sarah Dickey, Esq.
Partner

Hawkins Delafield & Wood LLP

Amended on 06.25.2025
5 of 178

DEBT MENU

- **There are many different kinds of debt a city can issue:**
 - **General Obligation Bonds**
 - **Full Faith and Credit Obligations/Bonds**
 - **Revenue Bonds**
 - **Pension Bonds**
 - **Urban Renewal Bonds**
 - **Loans, notes, leases**
- **Different security pledge and repayment source**
- **We are focusing on General Obligation Bonds today**

TEAM

□ Who's involved?

- Issuer Staff
- Bond Counsel
- Financial Advisor
- Underwriter
- Communications
- Public Affairs Consultant
- Architect/Project Manager



GENERAL OBLIGATION BONDS GENERALLY

- ❑ Only issued by municipalities
- ❑ Debt service (principal and interest) is secured by a property tax levied on all properties within the Issuer's boundaries and the Issuer's full faith and credit
- ❑ The property tax levy is unlimited and dedicated to payment of debt service
 - Levy rate can be set as high as necessary to generate enough revenue to pay debt service
 - Tax collections must be used for GO bond debt service
- ❑ GO bonds are considered very secure credit
- ❑ Interest usually exempt from State & Federal taxes
- ❑ Must be approved by voters

KEY PROPERTY TAX CONCEPTS

Since GO Bonds are repaid with property taxes, it is important to understand a few key terms:

☐ Real Market Value (RMV)

- Amount that a property could reasonably expect to sell for as of January 1

☐ Assessed Value (AV)

- Value of property subject to taxation
- Cannot exceed the RMV

☐ Bond Levy Rate

- Tax rate expressed in dollars per \$1,000 of AV
- Calculated annually and set by county assessor
 - Issuers do not set the rate and cannot guarantee a levy rate

ITEMS TO NOTE

- GO bond levy is not subject to compression and is in addition to permanent rate
- State law allows cities to issue up to 3.0% of Real Market Value
 - For McMinnville, that's \$196.95 million!
- 4 elections: March, May, September & November
 - Only November and May not subject to double majority
- Ballot title approves an amount, use of proceeds and maximum years to maturity
 - Estimate of projected levy rate often included but cannot guarantee rate and voters do not approve the rate

SAMPLE BALLOT TITLE

CAPTION

Bonds constructing community center for recreation, fitness, aquatics, and events.

QUESTION

Shall City issue bonds for community center; pool and recreation upgrades; required audits, citizen oversight; won't exceed \$40 million dollars

If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limits of sections 11 and 11b, Article XI of the Oregon Constitution.

SUMMARY

Woodburn is working to transform the current Aquatic Center into a full-service community center to create a safe place for people of all ages and abilities to access recreation, wellness, and gathering opportunities. If the measure passes, bond proceeds would finance capital costs to provide a community center and related improvements expected to include:

- Indoor walking and jogging track
- Weights, cardio, and exercise facilities
- Warm-water pool for recreation, therapy, exercise
- ADA accessibility upgrades to the Center and Settlemier Park
- Space for events, after school programs
- Upgrades to the existing lap pool
- Multi-court gymnasium
- New playground, outdoor sports courts, added trail connections

Annual audits and a citizen oversight committee to provide accountability.

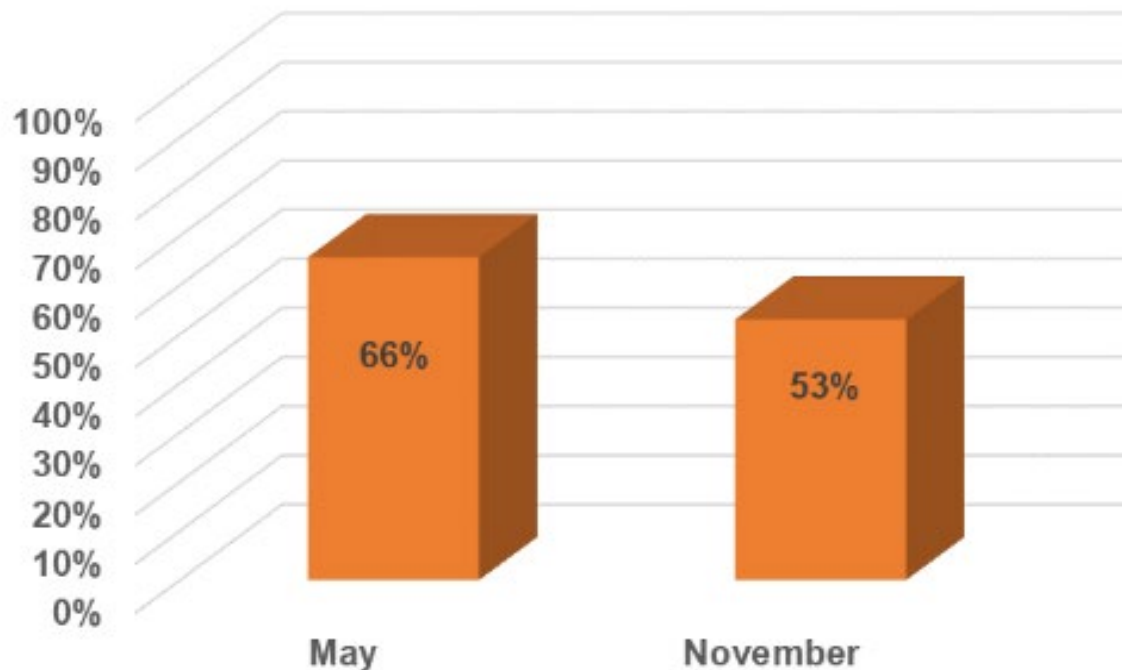
Approval of this measure authorizes issuance of a principal amount of \$40 million of general obligation bonds. Bonds may be issued in multiple series, each maturing within 21 years.

The estimated annual tax rate is \$0.99 per \$1,000 of assessed value. Actual tax rate may differ due to interest rates and changes in assessed value.

**Estimate of
levy rate
impact –
NOT a rate
limit or
guarantee**

WHAT ARE THE ODDS?

- 58.3% of Oregon city GO bond issues from May 2010 to May 2025 have been approved



USE OF PROCEEDS

- ❑ **Proceeds may be used for “capital costs” with a useful life of 1 year or more**

Land and Other Assets	Acquisition	Construction	Deferred Maintenance or Repairs
Furnishing & Equipping	Remodeling	Improvements	

- ❑ **Weighted average life of bonds may not exceed weighted average life of projects**
 - **Can't borrow for 30 years and only finance computers**
- ❑ **“Routine” maintenance and supplies are not eligible**
- ❑ **Any interest earnings on proceeds must be used in accordance with ballot title**

FEDERAL TAX RULES

Interest on qualifying municipal bonds is exempt from federal taxation, but the issue is subject to federal tax law. Key provisions:

- Use of Proceeds**

- Public purpose projects are OK
- Certain limitations on 'partnerships,' with, for example, non-profits

- Reimbursement of past expenditures during a limited period with approval of a reimbursement resolution**

- Timing of Spending Proceeds**

- Issuer must have a reasonable expectation it will spend 85% of the proceeds in 3 years
- Includes any premium on proceeds

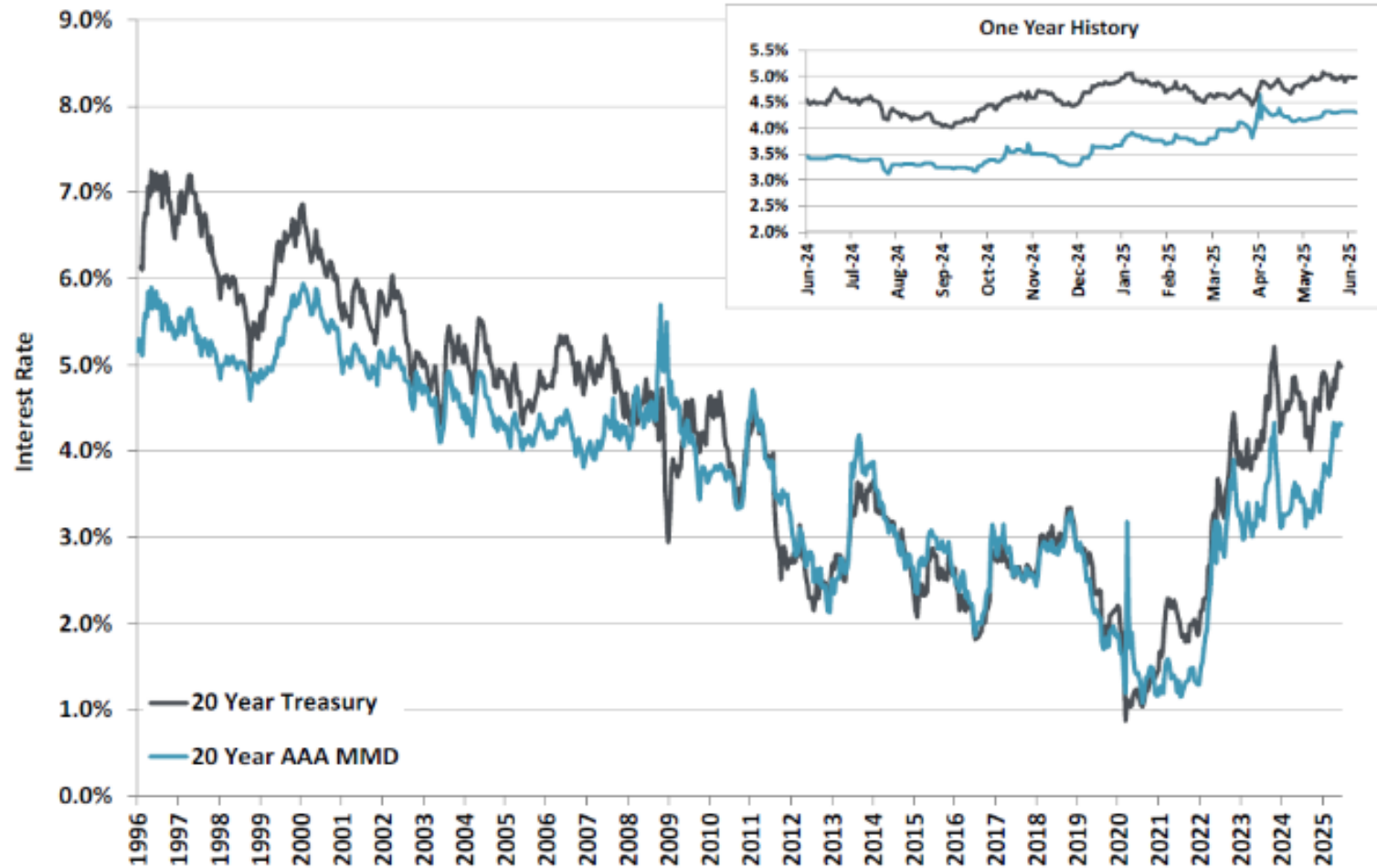
MCMINNIVILLE – HISTORICAL PROPERTY VALUES

- **AV growth for existing properties limited to 3%**
 - **District values grow in excess of 3% due to new construction**

Fiscal Year	M5 Real Market Value	% RMV Growth	Total Assessed Value	Urban Renewal Excess	Net Assessed Value	% Total AV Growth
2025	\$ 6,565,304,396	-2.75%	\$ 3,586,719,762	\$ 51,032,474	\$ 3,535,687,288	3.17%
2024	6,751,155,853	9.67%	3,476,522,790	54,856,333	3,421,666,457	5.47%
2023	6,155,627,480	21.35%	3,296,308,953	52,724,155	3,243,584,798	4.83%
2022	5,072,516,303	9.86%	3,144,390,571	42,260,225	3,102,130,346	5.16%
2021	4,617,331,941	10.15%	2,989,998,148	32,381,367	2,957,616,781	3.72%
2020	4,191,800,158	6.66%	2,882,809,224	28,028,085	2,854,781,139	5.12%
2019	3,930,001,020	5.56%	2,742,457,844	20,618,018	2,721,839,826	5.15%
2018	3,722,887,719	8.89%	2,608,071,072	16,668,013	2,591,403,059	3.95%
2017	3,418,882,530	9.58%	2,509,071,282	14,420,317	2,494,650,965	2.40%
2016	3,119,905,725	9.02%	2,450,382,429	9,303,755	2,441,078,674	6.33%
2015	2,861,726,286	4.11%	2,304,513,830	6,475,329	2,298,038,501	3.19%
2014	2,748,715,501	-0.68%	2,233,167,037	-	2,233,167,037	1.55%
2013	2,767,634,640	-1.37%	2,199,145,088	-	2,199,145,088	2.75%
2012	2,806,089,205	-12.13%	2,140,278,448	-	2,140,278,448	1.59%
2011	3,193,379,293	-2.28%	2,106,858,078	-	2,106,858,078	3.55%
2010	3,267,741,423	-0.42%	2,034,615,980	-	2,034,615,980	4.95%
2009	3,281,459,385	5.25%	1,938,723,856	-	1,938,723,856	7.78%
2008	3,117,670,189	10.44%	1,798,840,920	-	1,798,840,920	7.34%
2007	2,822,850,527	27.41%	1,675,906,871	-	1,675,906,871	6.74%
2006	2,215,609,959	9.67%	1,570,074,021	-	1,570,074,021	6.57%
2005	2,020,287,465	---	1,473,341,412	-	1,473,341,412	---

- **Look to historical AV growth to inform future growth assumptions**

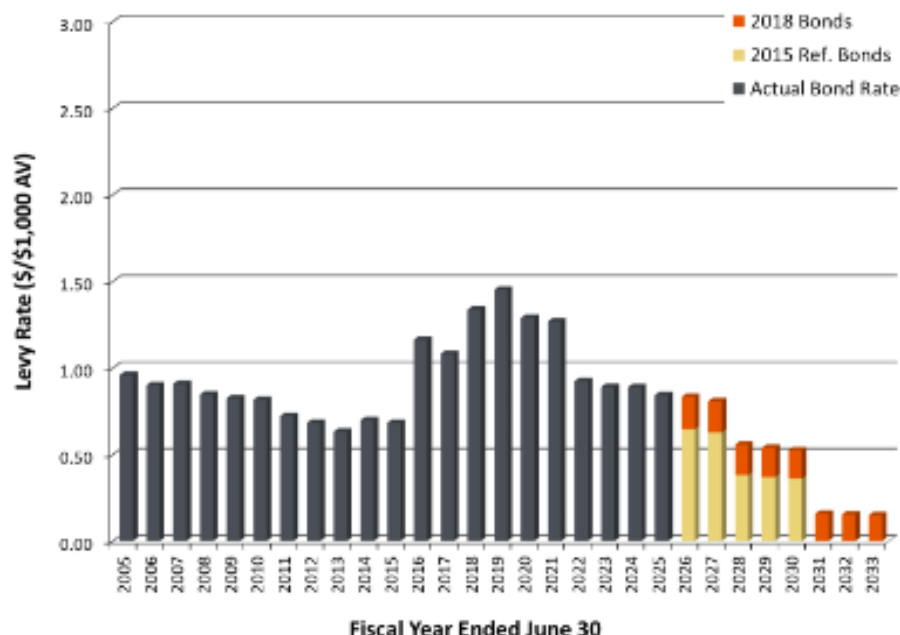
INTEREST RATES



OUTSTANDING GO BONDS

Purpose		Date of Issue	Date of Maturity	Amount Issued	Amount Outstanding
General Obligation Bonds:					
Series 2001*	Park Bonds	08/08/01	10/07/11	\$ 9,500,000	\$ -
Series 2006*	Public Safety/Civic Bonds	11/14/06	08/01/17	13,120,000	-
Series 2011	Refunding of the Series 2001 Bonds	10/06/11	06/15/21	5,590,000	-
Series 2015	Refunding of the Series 2006 Bonds & Transportation projects approved	04/16/15	06/15/30	23,320,000	8,140,000
Series 2018	Transportation projects approved at Nov. 2014 election	2/28/2018	06/15/33	7,915,000	4,645,000
Total General Obligation Bonds					<u>\$ 12,785,000</u>

*Refunded.



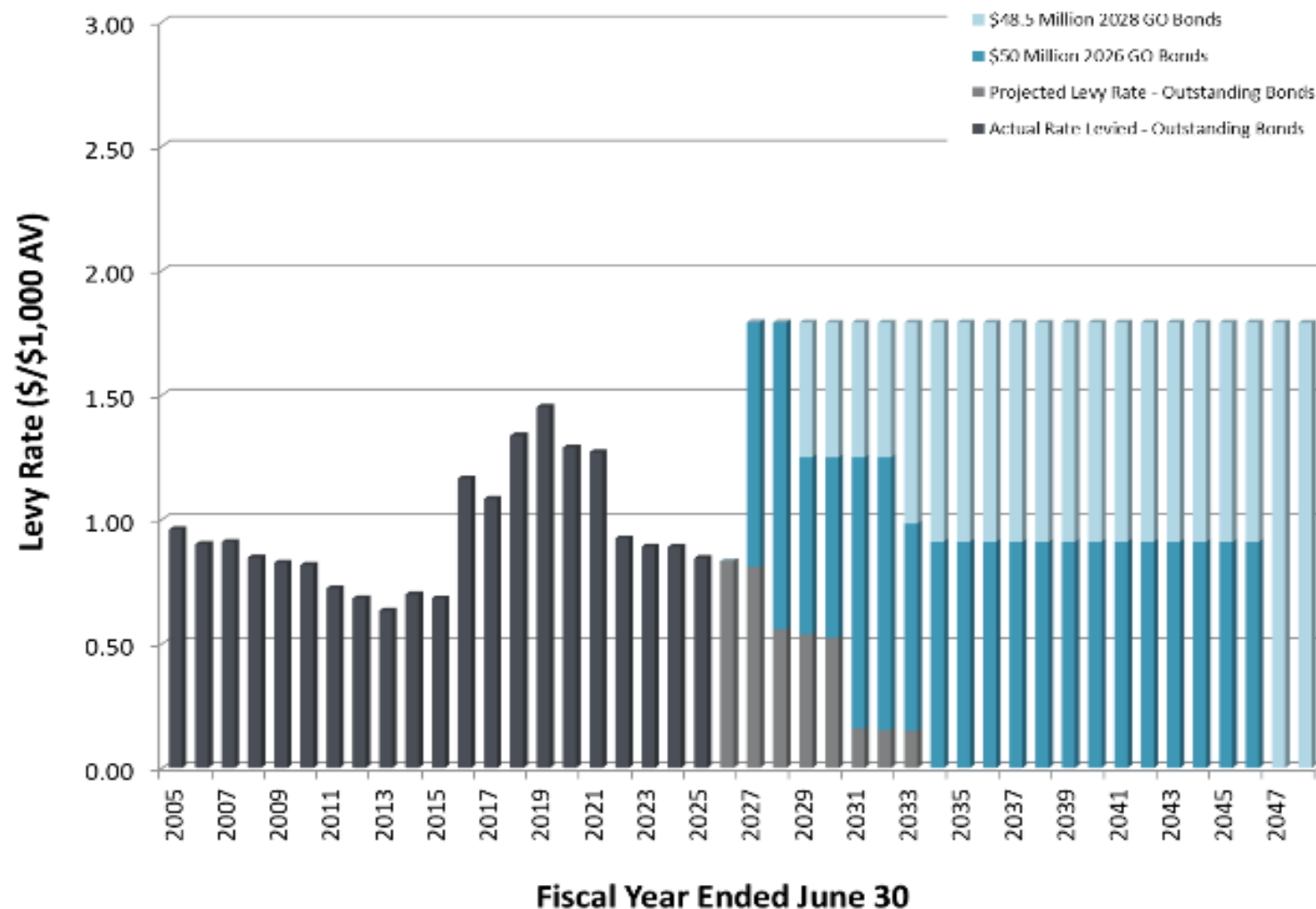
SUMMARY OF STRUCTURING OPTION

		Two Sale - Combined Level Levy					
Structure		Series 2026		Series 2028		Combined	
Total Par Amount		\$ 50,000,000		\$ 48,500,000		\$ 98,500,000	
Dated Date		3/1/2026		6/1/2028		---	
Final Maturity		6/1/2046		6/1/2048		---	
Amortization Period		20.25 Years		20 Years		---	
Projected Average Levy Rates*							
	Prior Debt	New Bonds	Combined	New Bonds	Combined	New Bonds	Combined
2025.....	\$ 0.84	\$ -	\$ 0.84	\$ -	\$ 0.84	\$ -	\$ 0.84
2026.....	0.83	-	0.83	-	0.83	-	0.83
2027.....	0.81	0.98	1.79	-	0.81	-	1.79
2028.....	0.56	1.23	1.79	-	0.56	-	1.79
2029-2033.....	0.30	0.89	1.20	0.59	0.90	-	1.79
2034-2046.....	-	0.91	0.91	0.88	0.88	-	1.79
2047-2048.....	-	-	-	1.79	1.79	-	1.79
Interest Estimates							
Cushion over Current Interest Rates		+1.50%		+1.50%		---	
True Interest Cost (TIC)**		5.83%		6.11%		5.97%	
Total Interest		\$41,665,546		\$50,954,807		\$92,620,354	
Total Interest as % of Par		83%		105%		94%	

* Projected average levy rates are based on a variety of assumptions regarding AV growth, tax collections & interest rates. Debt service will be fixed when bonds are sold but levy rates are preliminary until the assessor certifies values each year.

** True interest cost is the blended, overall interest rate for the issue. Includes the interest rate cushion.

PROJECTED LEVY RATES



Note: Assumes 3% annual AV growth

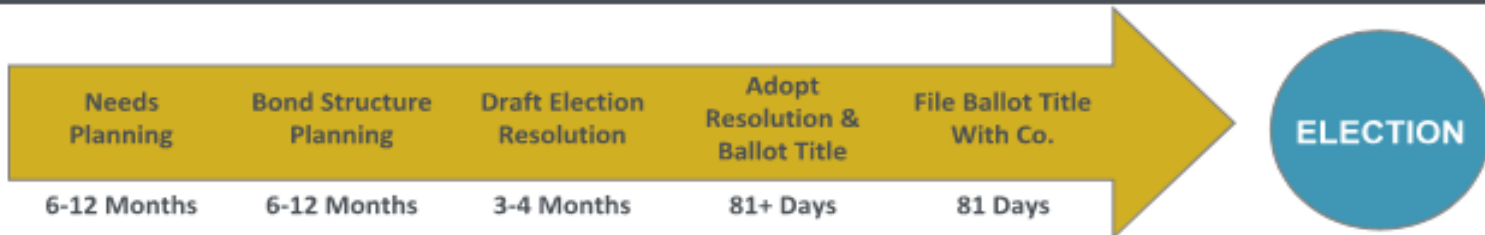
TIMELINE

Upcoming Election and Resolution Filing Dates

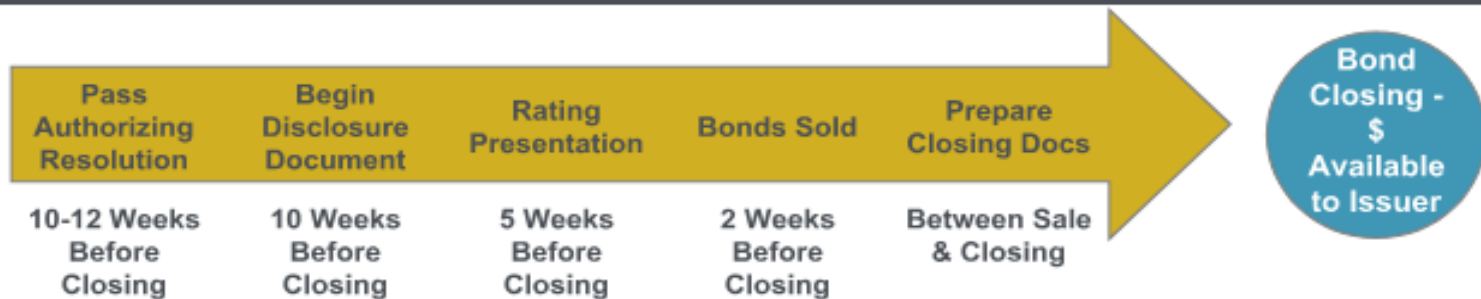
Election Date	County Filing/Voters' Pamphlet Deadline ⁽¹⁾	Ballots Mailed	First FY Taxes Levied
November 4, 2025	August 15	Oct. 15 - 21	2026-27
May 19, 2026	February 27	April 29 – May 5	2026-27

(1) SEL Form 805 must be filed 81 days prior to election to allow for challenge process. Final filing is 61 days prior to election (SEL Form 803).

Suggested Time Frame for Major Decisions Prior to Election Date



After the Bond Election (2.5 – 3 Month Process Typically)



SALE SCHEDULE EXAMPLE

<input checked="" type="checkbox"/>	Due Date	Event	Parties
<input checked="" type="checkbox"/>	Mon., Dec. 16	Draft Authorizing Resolution circulated	FG
<input checked="" type="checkbox"/>	Fri., Jan. 17	Comments due on Authorizing Resolution	Fin. Team
	Mon., Jan. 20	Holiday	
<input checked="" type="checkbox"/>	Tues., Jan. 21	First draft Preliminary Official Statement and Notice of Sale circulated	PSC
<input checked="" type="checkbox"/>		Continuing Disclosure Review circulated	PSC
<input checked="" type="checkbox"/>	Tues., Feb. 4	Comments due on first draft POS and NOS	Fin. Team
		First draft Continuing Disclosure Undertaking circulated	FG
<input checked="" type="checkbox"/>	Fri., Feb 7	Second draft POS circulated	PSC
<input checked="" type="checkbox"/>		Draft POS and audited financials to rating agency	PSC
<input checked="" type="checkbox"/>	Mon., Feb. 10	Authorizing Resolution to City for Council Packet	FG
	Mon., Feb. 17	Holiday	
<input checked="" type="checkbox"/>	Tues., Feb. 18	Council Adopts Authorizing Resolution	SAN Council
<input checked="" type="checkbox"/>		MDAC 1 filed with Treasury	PSC
<input checked="" type="checkbox"/>	Fri., Feb. 21	Comments due on second draft POS	Fin. Team
<input checked="" type="checkbox"/>		Circulate Due Diligence Questionnaire and draft Rating Presentation	PSC
<input checked="" type="checkbox"/>	Thurs., March 6	Due diligence and Rating prep calls	SAN; PSC; FG
<input checked="" type="checkbox"/>		Rating Presentation circulated to rating agency	PSC
<input checked="" type="checkbox"/>	Wk. of March 10	Conference call with rating agency	SAN; PSC
<input checked="" type="checkbox"/>	Wed., March 12	Clean copy of draft POS to City Council	SAN
<input checked="" type="checkbox"/>		Substantially complete draft POS and "Deemed Final" letter circulated	PSC
<input checked="" type="checkbox"/>	Mon., March 25	Receive rating	PSC
	Tues., March 25	End of two-week Council review of POS	SAN Council
		Final comments on POS due	Fin. Team
		"Deemed Final" letter due to PSC	City
	Wed., April 2	Post POS to I-Deal and Parity	PSC
	Thurs., April 10	Bid Opening at 9:00 a.m.	SAN; PSC; FG
		Good faith deposit received	SAN; UW
	Mon., April 14	Final Official Statement posted; File MDAC 2	PSC
	Wed., April 16	Draft closing documents circulated	FG
		Closing Memorandum circulated	PSC
	Thurs., April 24	Closing	Fin. Team

CREDIT RATING

- Third party opinion of Issuer credit quality
- Good rating can help reduce interest costs
- Each rating agency has own methodology and criteria
- Different security types may have different ratings
- McMinville currently rated Aa3

	Moody's	S&P	Fitch	
Investment Grade	Aaa	AAA	AAA	Highest Possible Rating
	Aa1	AA+	AA+	
	Aa2	AA	AA	High Grade
	Aa3	AA-	AA-	
	A1	A+	A+	
	A2	A	A	Upper Medium Grade
	A3	A-	A-	
	Baa1	BBB+	BBB+	
	Baa2	BBB	BBB	Lower Rated
	Baa3	BBB-	BBB-	
Speculative	Ba	BB	BB	Non Investment Grade
	B	B	B	Highly Speculative
	Caa	CCC	CCC	Extremely Speculative
	Ca	CC	CC	Default Imminent
	C	C	C	No Longer Paying Interest
		D	DDD	In Default
			DD	
			D	

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City Council Work Session 2.25.25



Culture, Parks and Recreation Project

City Council Work Session
2.25.25

Purpose of tonight's Work Session

To provide information and respond to some of the issues brought up during the January 22, 2025 work session on the Culture, Parks and Recreation Project.

Project Background

iheartmac.org

- Project Background
- Community Advisory Group
- PROS Plan
- Location
- Historic look at rec facilities
- Community Feedback
- FAQ's
- Contact us

NEW!

Additional Parks Maintenance Budget Cuts

25% in Community Parks
40-50% in Linear Parks
Informed by: City Budgets
Decision by: City Council
June 2014

Maintenance Services Cut: litter removal, restroom cleaning, repairs, general upkeep, vandalism reporting/repairs, vegetation mulching, flower planting, tree maintenance, cleaning, etc.

City of McMinnville Play | Explore | Grow | Connect

Culture, Parks & Recreation Bond: For a Healthier McMinnville

For 13 years, the City of McMinnville has faced budget challenges making it difficult to keep up with building maintenance. To find the best way forward, the city carefully studied where and how to invest in our community's future - leading to the creation of the Culture, Parks & Recreation Bond. Come with us on a short journey to learn about the **extensive studies, community engagement, and partnerships** which guided our decisions and support for an equitable, and **responsible investment** in our future - and a healthier McMinnville!

Approval of Site Evaluation Criteria **Informed by:** MacPAC, City Staff, Consultants **Decision by:** MacPAC January 2021

Criteria: Development Capacity, Economic Viability, Stewardship of Funding, Supports Diversity, Equity & Inclusion, Regulatory Approval

Analysis of Preferred Sites **Informed by:** MacPAC, City Planning **Report, Consultants** **Decision by:** MacPAC February 2021

13 Sites Evaluated, 2 Preferred(*):
West US6 Expansion Site (22 acres)
(3) East US6 Expansion Sites (10 acres each)
NW US6 Expansion Site (10 acres)
Culver Court (35 acres)
*Wild Miller Property Site (27 acres)
Heavy Industrial Site (200 acres)
Lusk Site (0.5 acres)
MID Site #1 (10 acres)
MID Site #2 (42 acres)
*Unfield University (60 acres)
Wartman Park (42 acres)

Unfield University & City Enter into Memorandum of Understanding March 2021

Unfield University Administration No Longer Wishes to Pursue Partnership **Decision by:** Unfield University September 2021

Scaled Service Level Recommendations **Informed by:** MacPAC **Decision by:** MacPAC, Support by consensus January 2022

First Likely Voter Poll Supports Project **Informed by:** Voter Polling **Decision by:** McMinnville Polled Voters May 2024

Adoption of PROS Plan **Informed by:** DEAC, City Staff, Community **Decision by:** City Council June 2024

Proposed Operating Costs Presented **Informed by:** Ballard*King, City Staff November 2024

McMinnville Water & Light Miller Property Selected **Informed by:** MacPAC, City Staff, McMinnville Water & Light **Decision by:** City Council, McMinnville Water & Light Signed by McMinnville Water & Light November 2024, Council Acted December 2024

Culture, Parks & Recreation Bond: Look Back at the Path to Progress

SCALE LOCATION FINANCE

Identified & Analyzed

2024

2022

2021

2020

2019

2018

2017

2016

2015

2014

2013

Work Session Agenda

1. Financial history and context

- Debt and issuing bonds
- Cost estimates
- How we got here

2. Partnerships

3. Location

4. Phasing

5. Next steps

1. Financial History and Context

2. Partnerships

3. Location

4. Phasing

5. Next steps

Financial History and Context

Debt and issuing bonds

- **Timing of and information about the City's existing debt.**
- **How the timing and phasing of issuing bonds works**
- **How the bond issuance timing and amount translates to annual property taxes assessed**
- **Overview of current property taxes for McMinnville taxpayers**

Financial History and Context

Debt and issuing bonds

- Timing of and information about the City's existing debt.
- How the timing and phasing of issuing bonds works
- How the bond issuance timing and amount translates to annual property taxes assessed
- Overview of current property taxes for McMinnville taxpayers

April 8, 2025 Work Session



**City of
McMinnville**

Amended on 06.25.2025
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Financial History and context

**Any questions to add to the list for
April 8 – debt and issuing bonds?**

Financial History and Context

Cost Estimates Provide the cost estimates and decision-making history regarding building new or rehabilitating the existing structures.

Capital & maintenance cost estimates have informed the CPR project 3 times since 2019.

1. 2019 Facility Condition Assessments
2. 2020 Phase I Feasibility Study
3. 2022 MacPAC Report

Financial History and Context

Cost Estimates

1. **2019 Facility Condition Assessments** – looked at building systems, and building envelopes for all city buildings. Mapped out a 20 year plan, with cost estimate, for ongoing maintenance of existing systems and facilities.

Did not address ADA, seismic issues, program expansion, additions, growth.

Financial History and Context

Cost Estimates

2. **2020 Phase I Feasibility Study** – just looked at the Aquatic Center, Community Center and Senior Center.

Compared estimated costs to **renovate** which did address some ADA, building circulation, safety with **building new** (replacement with the same size and scale as the renovation).

Renovation did address *some* ADA, building circulation issues, some safety, access and security but did not include program expansion, location, parking.

Replacement = same size as renovation numbers but new construction.

Financial History and Context

Cost Estimates

3. **2022 MacPAC Report** – fixed or new systems, growth in programs, ADA, locational issues (lack of parking/safety). Cost estimates provided were for a new, modern recreation center, a new library, updates to the Senior Center.

Expanded, efficient, accessible, new construction for the rec center, new construction for the library, addition and update for the Sr. Center.

Financial History and Context

Cost Estimates

Cautions

- Each estimate served a very different purpose
- Each estimate was done at a different time, for different construction timelines
- Each estimate used different escalators
- Should be considered planning level estimates (like a 5 year budget forecast)
- Construction market has been more volatile in the last few years than historically

Financial History and Context

Cost Estimates

2019 FCA 20 yr maintenance budget/plan	
Aquatic Center	\$ 4,328,898
Community Center	\$ 6,710,954
Senior Center	\$ 1,612,197

- Used to inform overall city facilities conversation
- Used to inform Exec team capital budget conversation
- Knowing we had to do something, phase I feasibility study is funded

Financial History and Context

Cost Estimates

2020 Phase I Feasibility Study		
	Renovation	New
Aquatic Center	\$21,840,000	\$27,300,000
Community Center	\$35,750,000	\$39,325,000
Senior Center	\$2,112,500	\$5,915,000

- Used to inform City Council
- Council was presented with 3 options
- All said preference was to move forward with one new building

Financial History and Context

Cost Estimates

MacPAC	
Aquatic Center	\$111,000,000
Community Center	
Senior Center	\$3,500,000

- Used to shape potential GO bond
- Starting point for scaling
- Used for polling

Financial History and context

Any questions on cost estimates?

Financial History and Context

How Did We Get Here?

- **Oregon's property tax system doesn't grow at the same rate as inflation and is not scaled to community desired service levels**
- **Difficult budget decisions**
- **2008–2009 market crash**
- **2012 City budgets start to shift the way we budget for P&R bldg maintenance / reductions**
- **2013 Significant reductions in parks maintenance**

Financial History and Context

How Did We Get Here?

FY 2012/2013 budget reduced (already lean) P&R facility maintenance line items by 25–30%

Due to the city's current budget challenge, less preventative maintenance is planned; major unanticipated repairs will be covered through General Fund Operational Contingencies. (City's published budget approved by City Council)

Financial History and Context

How Did We Get Here?

FY 2013/2014 budget reduced in parks maintenance.

- Reduced litter removal, restroom cleaning, general park upkeep and vandalism reporting and repair**
- Park restrooms closed for winter**
- Irrigation systems shut down**
- Reduced or eliminated mulching, fall plantings, annual flowers, trail maintenance and playground cleanings**

Financial History and Context

Any questions on how we got here?

How do we make fee structures fair when residents are already paying property taxes, non-residents don't?

The Rec Center proposed operating budget presented to City Council in November 2024 includes a 25% discount for in city residents.

Did we look at all of the revenue options?

Funding/resources evaluated during phase I:

Property Taxes

Fees for services

System Development Charges

Transient Lodging Taxes

General Obligation Bond

Operating Levy

Creating a special district

Park Utility Fee

Public Agency & Philanthropic Grants

Donations

State and Federal Appropriations

Partnerships

In proposed operating budget

- Fees for Services*
- Partnerships (long term rentals)*

Other less certain options exist, but were not included due to uncertainty

- Naming rights*
- Donation amounts*

What is the cost to put a measure on the ballot?

For a November 2025 election:

A conservative estimate would be \$115,000 – \$125,000 depending on voter turnout.

The cost estimates for park construction and maintenance in the PROS Plan seem high.

- Construction cost estimates are in line with regional costs, estimated by a consulting firm.*
- Checked against our recent actuals*
- Maintenance estimates were checked against regional providers*

Finance History and Context?

Any questions?

1. Financial History and Context

2. Partnerships

3. Location

4. Phasing

5. Next steps

Partnerships

- P&R, Library – built on partnerships currently
- Project partners were listed & evaluated in phase I
- Staff message – we're ready to partner
- Formalizing partnerships (MOU's, etc)
- Timing challenge for commitment

Partnerships

Has Linfield been considered a partner?

- **P&R has a long history of partnering with work study/employees/volunteers from Linfield**
- **2021 MOU about the location**
- **Linfield did not renew MOU**
- **Participated in MacPAC**

Partnerships

Any questions about partnerships?

1. Financial History and Context
2. Partnerships
- 3. Location**
4. Phasing
5. Next steps

Rec Center Location

What about expanding the current pool?

- Came up in Phase I
- Site is already too small
- Parking is problematic, particularly during arthritis/older adult programming at the pool
- Developable area is 2.8 acres and currently has 35 trees

Rec Center Location

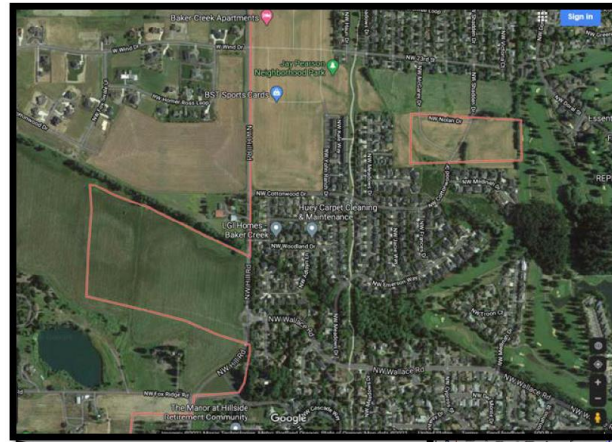
MacPAC adopted siting criteria

- Development Capacity (future expansion)
- Economic viability
- Stewardship of funding
- Supports inclusion and equity
- Regulatory issues

Rec Center Location

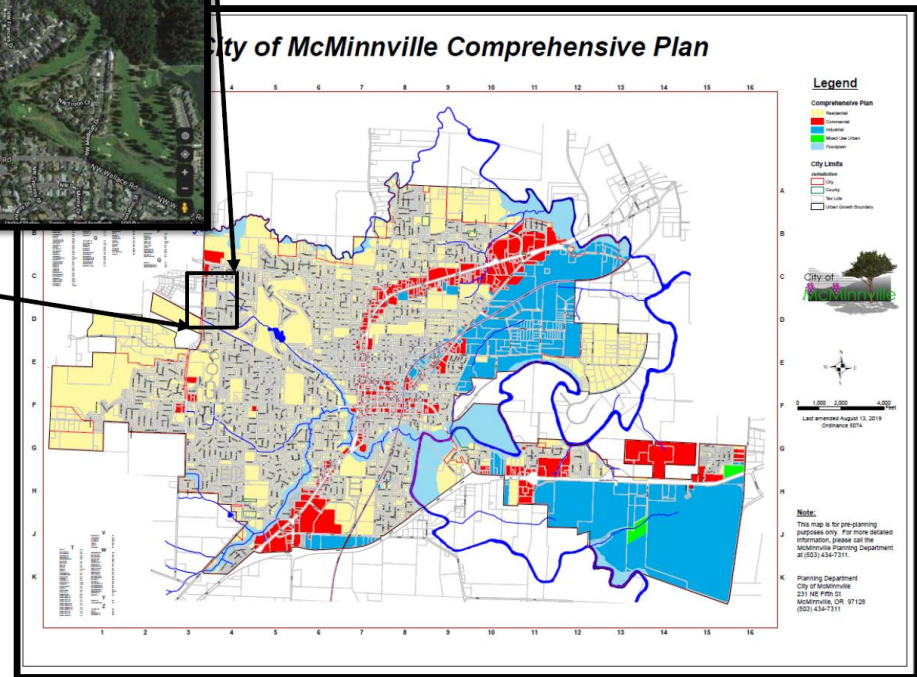
Site analysis

- 10 acre parcels
- 13 sites identified & analyzed
- Example of MacPAC's site analysis



MSD Site, 10 Acres

10 Acres	X	Site Cost	X
Expansion Potential		Central Location	
Optimal and Effective Use of Site		Access to Variety of Trans Modes	X
Prominent Street Frontage	X	Proximity to Underserved Communities	
Proximity to Compatible Amenities	X	Within UGB	X
Partnership Potential	X	No Extended Approval Process	X



City of McMinnville

Amended on 06.25.2025

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Rec Center Location

- March 2021 Linfield & City enter into a memorandum of understanding (MOU)
- Sep. 2021 Linfield chose not to renew MOU
- Dec. 2024 Mac W&L and City enter into a memorandum of understanding. City Council then authorized Purchase and Sale Agreement – City has approximately 2 years to fund construction (potential 60 day extension).

Rec Center Location

Any questions about location?

1. Financial History and Context
2. Partnerships
3. Location
- 4. Phasing**
5. Next steps

Phasing/Scaling

Could include

- Smaller facilities with fewer amenities
- Building in phases (5 year, 10 year, etc.)
- Funding in phases (one bond, two bond, etc.)
- Borrowing in phases (April 8th)

Phasing/Scaling

Could include

MacPAC

- Smaller facilities with fewer amenities
- Building in phases (5 year, 10 year, etc.)
- Funding in phases (one bond, two bond, etc.)
- Borrowing in phases (April 8th)

Phasing/Scaling

MacPAC report includes 3 different options related to building amenities

- **Optimal**
- **Mid**
- **Base**
- **(Below Base)* CC/AC already here**

Phasing/Scaling

RECREATION/AQUATIC CENTER, SENIOR CENTER & LIBRARY

Next Steps

MACPAC LEVELS OF SERVICE

With consideration for the next steps, the MacPAC developed a range of levels of service for the Recreation/Aquatic Center, Library and Senior Center projects. The charts on this page and the following summarize the current facility condition and levels of service ranging from base to mid and optimal. This information will be a valued resource and referenced with additional planning work to refine and right size the facilities.

RECREATION/AQUATIC CENTER

	BELOW BASE (CURRENT)	BASE	MID	OPTIMAL
AQUATIC & REC CENTER(S)	Deteriorating AC & CC, not enough capital maintenance and building management funds, unprogrammable space which leads to lost revenue options, not accessible, space does not match current programming needs.	<p>OPTION 1 Keep AC & CC at current locations and current sizes.</p> <p>Repairs are made, deferred and ongoing maintenance is adequately funded. In addition, investments are made at both facilities to remove accessibility barriers. Both buildings would have a radical refresh and potential remodels to make space more programmable.</p> <p>OPTION 2 One new facility at either site analyzed for optimal scenario – replacing the same size and scale aquatic amenities as at the current aquatic center (Lap pool: 56'x25 yards; Warm water pool: 2,160 sq') and with the same size gym and two rooms similar to rooms 102 and 103 at the current Community Center.</p>	<p>New rec center, < 124,736 sq', scaled down from optimal level.</p> <ul style="list-style-type: none"> Indoor lap pool at 25 yards x 32 meter 4,000 sq' family pool with water play features (fountains, slides, etc.) Gym with one court Drop-in childwatch center After school/youth center 1/2 size gymnastics room Elevated walk/jog track Weight/cardio space Group exercise studio Multi-purpose room Catering kitchen One craft/classroom spaces Indoor playground 	<p>New approximately 124,736 sq' facility at Linfield University owned property or Mac W&L property (if not an outright property purchase from either party or if additional partners want to share the facility, the City will need to reevaluate the size of amenities included here). If other sites are reviewed, MacPAC's location criteria should be used to evaluate.</p> <div> <p>NEW!</p> <ul style="list-style-type: none"> Gym with 2-courts Drop-in childwatch center Dedicated gymnastics room After school/youth center 50 meter x 25 yard lap pool with deep water and 12-13 lanes (in a separate room than rec pool) with seating for 500 6,000 sq', 4-6 lane indoor warm water family pool with water play features (fountains, slides, etc.) Diving boards, slides, climbing walls and/or swings in pool </div> <div> <p>IMPROVED</p> <ul style="list-style-type: none"> Elevated walk/jog track Weight/cardio space Group exercise studio Multi-purpose room Catering kitchen Two craft/classrooms Indoor playground </div>
OUTDOOR AQUATICS OPTION 1	Splash at Discovery Meadows	Outdoor aquatics should be deferred like other outdoor amenities and included in the Parks and Open Space Master Plan process.		
OUTDOOR AQUATICS OPTION 2	Splash at Discovery Meadows	Outdoor 25 yard 6 lane lap pool with adjacent spray ground as part of either the current facility option above or the new facility option above.		

Phasing/Scaling – Rec Center

Base Level ↓	Mid Level	Optimal Level
<p>OPTION 1</p> <ul style="list-style-type: none">• Keep AC & CC at current locations and current sizes.• Repairs are made, deferred and ongoing maintenance is adequately funded.• Investments are made at both facilities to remove accessibility barriers.• Both buildings would have a radical refresh and potential remodels to make space more programmable. <p>OPTION 2</p> <ul style="list-style-type: none">• One new facility at new site• Replacing the same size and scale aquatic amenities as at the current aquatic center• Same size gym• two rooms (rentals, classrooms, rec programming)		

Phasing/Scaling – Rec Center

Base Level Level	Mid Level ↓	Optimal
<ul style="list-style-type: none">• New rec center < 124,736 sq',• Indoor lap pool at 25 yards x 32 meter• 4,000 sq' family pool with water play features (fountains, slides, etc.)• Gym with one court• Drop-in childwatch center• After school/youth center• 1/2 size gymnastics room• Elevated walk/jog track• Weight/cardio space• Group exercise studio• Multi-purpose room• Catering kitchen• One craft/classroom spaces• Indoor playground		

Phasing/Scaling – Rec Center

Base Level Level	Mid Level	↓ Optimal
<ul style="list-style-type: none">• New rec center 125,000 sf• Gym with 2-courts• Drop-in childwatch center• Dedicated gymnastics room• After school/youth center• 50 meter x 25 yard lap pool with deep water and 12-13 lanes (in a separate room than rec pool) with seating for 500• 6,000 sq', 4-6 lane indoor warm water family pool with water play features (fountains, slides, etc.)• Diving boards, slides, climbing walls and/or swings in pool		

Phasing/Scaling

Any questions about phasing scaling?

Next Steps

- **April 8, 2025 work session**
- **Additional scenarios or options to bring back?**

From: [Stacey Mayhew](#)
To: [City Recorder Team](#)
Subject: June 24 th council meeting
Date: Sunday, June 22, 2025 2:02:52 PM

This message originated outside of the City of McMinnville.

Stacey Mayhew



McMinnville

I am out of town for this meeting, but I wanted to be sure and thank Mayor Morris, city council and the rest of the budget committee for all the time and effort you have put into reconciling this years budget. You were given a mess. I appreciate how difficult it has been for you to try and be good stewards of our tax dollars while keeping McMinnville safe and prosperous. Thank you for your efforts.

Stacey Mayhew

Sent from my iPad

From: [Sean and Sarah Carstensen](#)
To: [City Recorder Team](#)
Subject: Public Comment for June 24, 2025 Meeting
Date: Sunday, June 22, 2025 9:24:57 PM

This message originated outside of the City of McMinnville.

Dear City Council Members, Mayor, and Citizen Advisory Committee,

I'm writing in strong support of the proposed Parks and Recreation bond.

As a mom of two active kids, I know firsthand how important it is to have safe, clean, and accessible spaces for families to gather, play, and connect. When we moved to McMinnville a few years ago, one of the biggest draws was the strong presence of the Parks and Recreation department. It signaled a community that invests in the well-being of its residents.

However, after spending time in many of our local facilities, it's clear that major updates are needed. For example:

- The current aquatic center lacks a proper family changing room, which makes it challenging for parents and caregivers with young children to manage changing and privacy safely.
- There aren't enough tennis and pickleball courts available for families to enjoy these growing sports together.
- Several playgrounds across town have outdated or worn-down equipment that raises safety concerns.

As our town continues to grow, we owe it to our community—especially our children—to ensure that these vital public spaces keep up. Parks and recreation aren't just amenities; they're essential to the health, connection, and vibrancy of McMinnville.

Thank you for your time and thoughtful consideration.

Sincerely,

Sarah Carstensen
Baker Creek North

From: [Suzanne Teller](#)
To: [City Recorder Team](#)
Subject: Public Comment for approval of proposed budget
Date: Monday, June 23, 2025 5:59:42 AM

This message originated outside of the City of McMinnville.

Good morning,

I am sending this email to provide support for the proposed budget that includes funding for a new aquatic/community center. My husband, two boys and I have lived in McMinnville since 2010, and we've enjoyed having a pool in town when the boys were young. Despite its failings - particularly the lack of family changing rooms - it provided a convenient and affordable place for them to have fun and learn how to swim. Yet as they grew older, it no longer was a place they enjoyed going, preferring instead to visit the larger and nicer aquatic centers in Newberg or Dallas. For years, I've been wondering why McMinnville has not prioritized the building and development of more youth activities and community facilities here in town. I see plenty of interest in attracting and developing tourist-focused entertainment and hospitality, but the residents of this town need attention too. City Councillors, approving the proposed budget with funding for a new aquatic and recreation center is the right move for the future of McMinnville. In addition, having funds to devote to expanding, maintaining and updating our existing parks, the library and Senior Center is essential to ensuring that these critical parts of our community continue to serve both current and future residents. **Please vote "yes" to approve the proposed city budget to include these vital investments in our town's future!**

Thank you,
-Suzanne

Suzanne Teller

[REDACTED]
McMinnville, OR 97128
[REDACTED]

*"To love a place is not enough.
We must find ways to heal it."*

— Robin Wall Kimmerer

From: [Amy Scholer](#)
To: [City Recorder Team](#)
Subject: In support of the CPR Bond
Date: Monday, June 23, 2025 8:15:36 AM

This message originated outside of the City of McMinnville.

Mayor Morris and Council Members,

I encourage you to approve a proposed budget that includes funding the CPR bond for the November 2025 ballot.

We all want an updated aquatic and community center in McMinnville. We all know the shortcomings of our existing structures. We all agree that we are overdue for buildings and services that align with the inviting, friendly charm of our city.

Thank you,
Amy Scholer

 McMinnville

From: [Citlally L. Grimaldo](#)
To: [Claudia Cisneros](#)
Date: Tuesday, June 24, 2025 7:10:44 PM

This message originated outside of the City of McMinnville.

Also, not sure if you are needing a copy of what I'd like to say:

Good evening, Council Members, and thank you for the opportunity to speak tonight.

My name is Citlally Grimaldo, and I'm here as a parent, a community member, and someone who strongly supports the bond proposal for a new community pool. I want to take a moment to share how much the current pool—and more importantly, the swim team—has meant to my 11-year-old child and our family.

My child joined the swim team a couple of years ago, and the transformation has been incredible. Through this experience, he has gained more than just swimming skills. He has found confidence, discipline, friendships, and a real sense of belonging. Every practice, every meet, and every challenge in the pool has helped shape their character. They've learned how to set goals, overcome setbacks, and be part of something bigger than themselves.

But our current facility is aging. It's no longer meeting the needs of the growing number of kids who want to participate in swim team—or even just learn to swim safely. There are limitations that prevent more children from accessing the same opportunities my child has been lucky enough to enjoy.

A new pool isn't just an upgrade—it's an investment in our community's health, safety, and future. It will provide a safe space for swim lessons, a venue for school and community teams, and a gathering place that promotes wellness and inclusion for all ages.

We always say that children are the future, and this is a concrete way we can support that future—by giving them the tools, resources, and facilities they need to thrive.

I respectfully urge you to support the bond for the new pool. You won't just be building a facility—you'll be building opportunities, resilience, and community.

Thank you.

Thank you,

Citlally L. Grimaldo



hagan hamilton

INSURANCE SOLUTIONS

McMinnville City Councilors, Mayor Kim Morris, City Manager Jeff Towery, and Finance Director Katie Henry.

Re: **Insurance Programs Stewardship Report**

Coverage Lines - Property, Liability, Equipment, Auto, Excess, Airport, Cyber, and Workers Compensation

Policy Period: July 1, 2025 – June 30, 2026. June 12th, 2025, Report Date.

Every three years, City County Insurance Services (CIS) conducts a comprehensive appraisal of the City's properties to determine the replacement value of buildings, personal property, inventory, and materials. The latest appraisal, completed in December 2024, indicated a Total Insurance Value (TIV) of \$268,863,857. This represents an increase of \$48,217,062, or 21.3%, from the previous limit of \$221,646,795. The majority of this increase is attributed to the completion of the water treatment facilities at 3500 NE Clearwater, adding \$18,100,000 to the insurance limit. Since the construction project at this site is now finished, the city will insure the completed facility for the upcoming year. The appraisal also included significant adjustments to the insurance limits for the Community Center and the Library.

The proposed annual contribution for renewing the CIS Package is \$996,497.03, which is an increase from \$878,712.63 for the current policy period—reflecting a rise of 13.40%. Initially, CIS had forecasted a 17% increase for the city during this renewal period. However, after a thorough analysis of claim trends over the past six years and considering additional capacity for risk sharing, the executive team decided to raise the property deductible. To manage the rise in property premiums due to appraised values, a \$10,000 per occurrence property deductible was implemented. Given the challenges of balancing property insurance costs with deferred maintenance needs, the \$10,000 deductible was determined to be the best option. The average property claim over the past six years has been \$5,613.

For the 2024-2025 policy year, there have been 15 claims submitted to CIS, totaling \$97,667 year-to-date. I am pleased to report that over the past six years, the city has maintained an average claim amount of \$4,825 and a combined loss ratio of 13%. These averages are significantly lower than those of peer cities in Oregon with similar populations.

The city has a \$50,000 aggregate deductible for general liability and auto liability claims, which has been exceeded during the 2024-2025 policy period.

The workers' compensation premium with SAIF has increased by 2.29%, which includes a budgeted payroll increase of 2.14%. The current rating modification is 0.90. The expiring premium was \$247,222, while the renewal premium is \$252,694. As of mid-June, there have been 11 claims reported, indicating a positive trend compared to the previous policy year, which had 20 claims. This shows that claim counts are nearly half of what they were last year.

The cyber insurance market has stabilized. The expiring premium was \$28,000, while the renewal premium for cyber insurance is \$27,768.06. The city has established a multi-layered cyber insurance portfolio, with CIS covering the first layer of \$100,000 of risk and the cyber specialty insurance carrier, Cowbell, providing an additional limit of \$2,000,000.

Overall, the City of McMinnville performs well against peer group metrics within the CIS pool in terms of loss ratio, average claim size, and claim frequency. These strong benchmarks demonstrate a proactive approach to risk management and a culture of safety.

Respectfully,

Ryan Hartzell, CIC – Insurance Risk Consultant for the City of McMinnville



City of McMinnville

March 2025

CASH AND INVESTMENT BY FUND

FUND #	FUND NAME	GENERAL OPERATING		
		CASH IN BANK	INVESTMENT	TOTAL
01	General	\$2,827,822.45	\$11,936,418.52	\$14,764,240.97
05	Grants & Special Assessment	\$826.41	\$635,057.52	\$635,883.93
07	Transient Lodging Tax	\$705.15	(\$12,000.00)	(\$11,294.85)
08	Affordable Housing	\$793.04	\$1,125,000.00	\$1,125,793.04
10	Telecommunications	\$181.36	\$2,030.00	\$2,211.36
15	Emergency Communications	\$5.00	\$166,094.81	\$166,099.81
20	Street (State Tax)	\$174.86	\$1,801,993.28	\$1,802,168.14
25	Airport Maintenance	\$582.20	\$1,178,749.03	\$1,179,331.23
45	Transportation	\$760.73	\$6,866,494.92	\$6,867,255.65
50	Park Development	\$501.70	\$3,540,441.49	\$3,540,943.19
58	Urban Renewal	\$0.00	\$0.00	\$0.00
59	Urban Renewal Debt Service	\$322.56	\$1,600,514.53	\$1,600,837.09
60	Debt Service	\$812.62	\$113,035.43	\$113,848.05
70	Building	\$348.56	\$2,313,240.37	\$2,313,588.93
75	Wastewater Services	\$295.48	\$1,371,315.14	\$1,371,610.62
77	Wastewater Capital	\$832.00	\$31,151,103.65	\$31,151,935.65
80	Information Systems & Services	\$717.09	\$216,742.38	\$217,459.47
85	Insurance Reserve	\$816.99	\$315,290.54	\$316,107.53
CITY TOTALS		2,836,498.20	64,321,521.61	67,158,019.81

MATURITY				
DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST RATE	CASH VALUE
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.65%	\$2,836,498.20
N/A	Key Bank of Oregon	Money Market Savings Account		\$0.00
N/A	State of Oregon	Local Government Investment Pool (LGIP)	4.64%	\$42,509,288.76
N/A	Umpqua Bank	Money Market Savings Account	4.49%	\$10,917,775.17
7/10/25	Umpqua Bank	Certificate of Deposit	1.72%	\$10,894,457.68
				<u>\$67,158,019.81</u>



City of McMinnville

April 2025

CASH AND INVESTMENT BY FUND

FUND #	FUND NAME	GENERAL OPERATING		
		CASH IN BANK	INVESTMENT	TOTAL
01	General	\$1,712,722.69	\$11,799,434.58	\$13,512,157.27
05	Grants & Special Assessment	\$630.35	\$646,057.52	\$646,687.87
07	Transient Lodging Tax	\$209.41	\$225,000.00	\$225,209.41
08	Affordable Housing	\$57.13	\$1,125,000.00	\$1,125,057.13
10	Telecommunications	\$188.37	\$2,030.00	\$2,218.37
15	Emergency Communications	\$92.41	\$167,094.81	\$167,187.22
20	Street (State Tax)	\$903.39	\$1,751,714.75	\$1,752,618.14
25	Airport Maintenance	\$811.88	\$1,143,749.03	\$1,144,560.91
45	Transportation	\$353.20	\$6,966,494.92	\$6,966,848.12
50	Park Development	\$843.90	\$3,545,441.49	\$3,546,285.39
58	Urban Renewal	\$0.00	\$0.00	\$0.00
59	Urban Renewal Debt Service	\$629.10	\$1,599,927.75	\$1,600,556.85
60	Debt Service	\$173.67	\$128,765.62	\$128,939.29
70	Building	\$523.84	\$2,274,240.37	\$2,274,764.21
75	Wastewater Services	\$905.61	\$1,454,555.82	\$1,455,461.43
77	Wastewater Capital	\$341.02	\$30,002,103.65	\$30,002,444.67
80	Information Systems & Services	\$802.82	\$215,742.38	\$216,545.20
85	Insurance Reserve	\$81.40	\$276,290.54	\$276,371.94
CITY TOTALS		1,720,270.19	63,323,643.23	65,043,913.42

MATURITY				
DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST RATE	CASH VALUE
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.65%	\$1,720,270.19
N/A	Key Bank of Oregon	Money Market Savings Account		\$0.00
N/A	State of Oregon	Local Government Investment Pool (LGIP)	4.64%	\$41,456,525.45
N/A	Umpqua Bank	Money Market Savings Account	4.49%	\$10,957,258.62
7/10/25	Umpqua Bank	Certificate of Deposit	1.72%	\$10,909,859.16
				<u>\$65,043,913.42</u>



STAFF REPORT

DATE: June 24, 2025
TO: Mayor and City Councilors
FROM: Jeff Towery, City Manager
SUBJECT: Motion to approve the Visit McMinnville Annual Plan & Budget presented to City Council on May 27, 2025.

Report in Brief:

This action is to approve the Visit McMinnville's annual plan and budget presented to the City Council on May 27, 2025.

Background:

Dan Gibson CEO of Visit McMinnville presented their annual plan along with the proposed FY2025/2026 budget at the May 27, 2025 City Council meeting.

Attachments:

1. Visit McMinnville's Annual Plan & Budget Slides from the May 27, 2025 City Council Meeting.

Fiscal Impact:

The financial impact is \$1,474,767 (included in the FY2025-26 Budget as approved by the Budget Committee).

Recommendation:

Staff recommends making a motion "I move to approve Visit McMinnville's Annual Plan and their FY2025-2026 Budget".



Visit McMinnville

What we came up with during the retreat

- . Return to Mission, Vision, Values as guiding principles.
Focus on the duties of a DMO.

- . Add value and understanding of VM for locals.
Community Cohesion: Annual Meeting? Marketing bootcamp?

- . Develop a strategy for marketing McMinnville as a year-round destination.
Promote McMinnville's assets beyond wine.

- . Develop a unified voice for promoting McMinnville.
Encourage buy-in from local businesses.

- . Focused marketing campaigns for specific markets (i.e. Seattle) with clear KPIs and reportable metrics. Report progress/metrics for these efforts regularly.

- . Utilize BOD time for specific projects and/or issues. Less meeting, more doing.

- . Financial Stability - Restore Reserve funds and pay off Line of Credit.

- . Build/Complete new VM Website.

**Visit
McMinnville**

Amended on 06.25.2025
83 of 178

2023-2024 actual budget

\$1,347,475

2024/2025 proposed budget

\$1,358,297

**2024/2025 “actual” budget
2025/2026 proposed budget**

\$1,297,449

**Visit
McMinnville**

**Previously projected yearly cost of
salary/benefits:**

\$559,251

(43% of budget)

Projected cost for 2025/2026

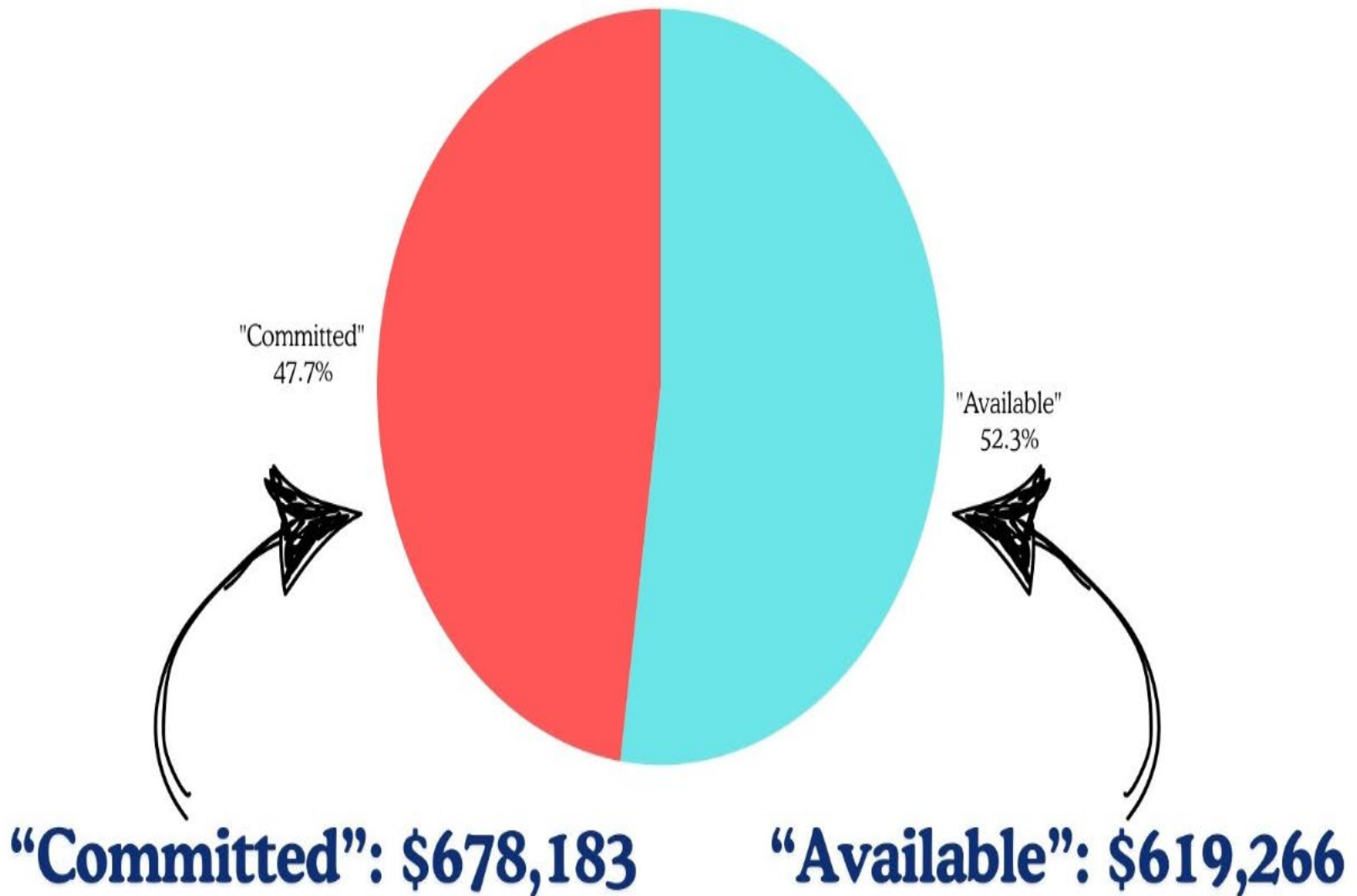
\$448,502

(34.5% of budget)

WHERE DOES THE MONEY GO?

PAYROLL/BENEFITS	\$448,502	34.57%
RENT/UTILITIES	\$79,059	6.09%
DUES/SUBSCRIPTIONS	\$10,157	0.78%
WEBSITE/DIGITAL TOOLS	\$11,677	0.90%
EQUIPMENT	\$4,128	0.32%
BOOKKEEPING	\$29,500	2.27%
PR CONTRACT	\$60,000	4.62%
RESEARCH	\$35,160	2.71%

Total budget of \$1,297,449



“AVAILABLE”: \$619,266

**5% of total budget
market adjustment allowance/reserves**

\$64,872

Remaining: \$554,394

“AVAILABLE”: \$619,266

Remaining: \$554,394

Marketing

Digital/Print/Social Media/Collateral

\$200,000

Public Relations

\$140,000

Marketing + Public Relations

\$340,000

Digital Marketing - \$105,000

New Website Development: \$45,000

Social Media Marketing: \$35,000

Google Advertising: \$25,000

Marketing + Public Relations

\$340,000

Print Media/Collateral - \$75,000

Visitor Guide/Distribution - \$25,000

Print Advertising - \$20,000

Photo/Video Acquisition - \$20,000

Other Merchandise - \$10,000

Marketing + Public Relations

\$340,000

Seattle Marketing/PR - \$45,000

Seattle Media Event - \$25,000

Targeted Print/Digital Advertising - \$20,000



Marketing + Public Relations

\$340,000

Public Relations Efforts - \$65,000

Press trips, content partnerships, outreach

Contingency Funds - \$50,000

Preparing for the opportunities that arise

“AVAILABLE”: \$619,266

Remaining: \$279,266

Destination Development

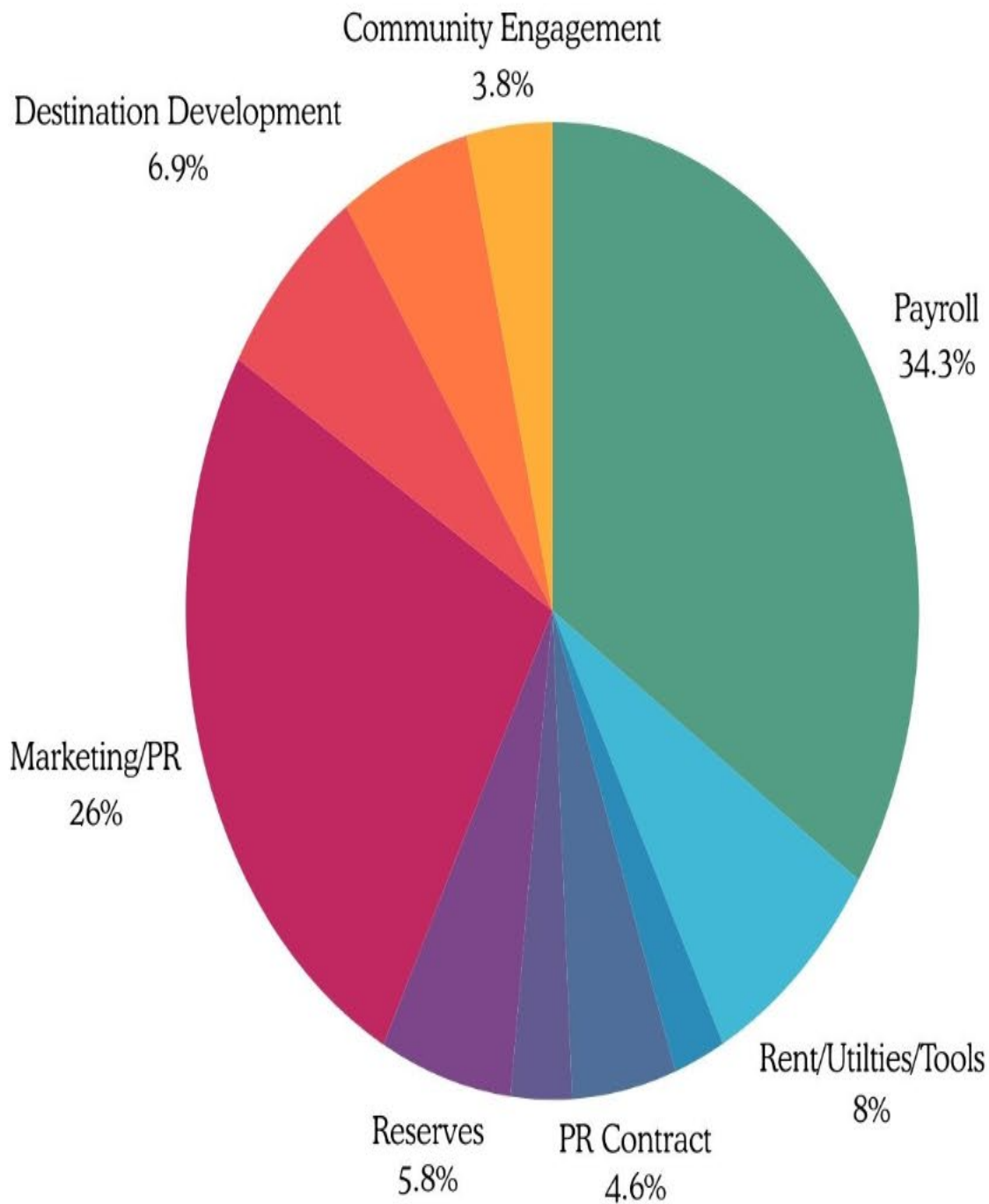
\$90,000

Event Sponsorship/Development

\$75,000

Community Engagement

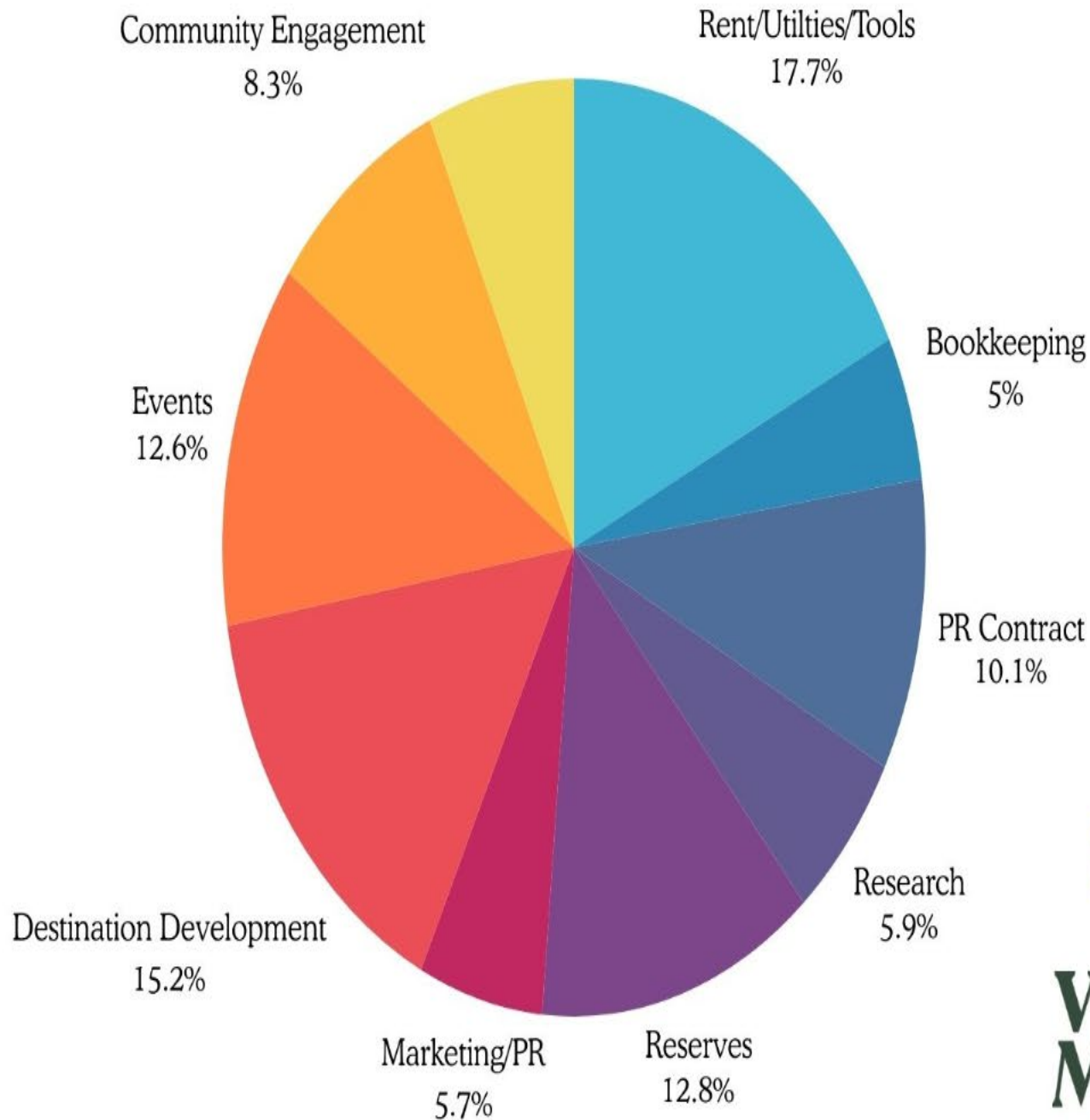
\$49,394



Full budget:
\$1,297,449

**Visit
McMinnville**

Amended on 06.25.2025
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Budget
(without
staff)
\$848,947

**Visit
McMinnville**

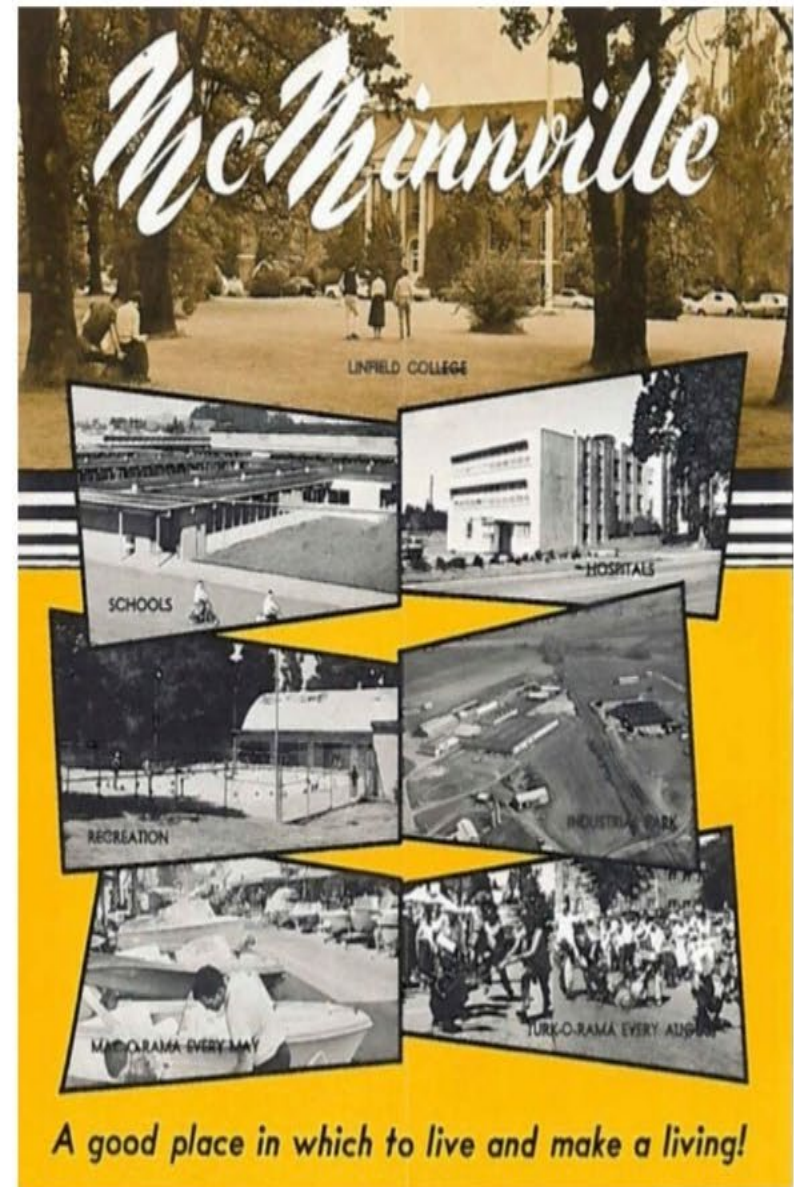
Amended on 06.25.2025
96 of 178

HOW DO WE KNOW WHAT'S WORKING?

Develop economic impact model for VM
Launch new website (by October 2025)
Launch group sales/weddings initiative (by August 2025)
Increase December RevPAR by 5%
Generate \$10,000,000 in media value
Generate five additional event “days”
Increase social media engagement by 35%

Visit McMinnville

Dan Gibson
CEO, Visit McMinnville
dan@visitmcminnville.com
(503) 583-1570



STAFF REPORT

DATE: June 9, 2025
TO: Jeff Towery, City Manager
FROM: James Lofton, City Engineer
Logan Adams, Engineering Technician
SUBJECT: Second Amendment to the 2022 Citywide Sweeping Services Project

Report in Brief:

This action is the consideration of a resolution to amend the Goods and Services Contract between the City and Green Sweep Asphalt Services, LLC. This amendment extends the current contract by one year until June 30, 2026 for a not-to-exceed amount of \$260,000.00

Background:

In July of 2022 the City entered into a Goods and Services Contract with Green Sweep Asphalt Services, LLC for the Citywide Street Sweeping Services Project. The initial term of the contract was for a term of three (3) years, with an option to extend the Contract for two (2) additional one-year terms.

In September of 2023 the City amended the scope of work and clarified that the annual Contract Sum would receive a Consumer Price Index ("CPI") adjustment. City staff have calculated the CPI adjustment from July of 2024 to April of 2025 and determined that a total not-to-exceed amount of \$260,000 is appropriate for FY26.

Discussion:

Street Sweeping is a required Best Management Practice under the City's Mercury Total Maximum Daily Load (TMDL) program. Regular street sweeping removes dirt, trash, and other pollutants from the roadways, preventing it from flowing directly into natural waterways.

Green Sweep Asphalt Services, LLC has performed their required duties acceptably for the last three years and the Operations team does not see a need to put this project out for bid and would instead like to extend the contract an additional year as allowed by the terms of the original contract.

Over the next year City staff intends to review the feasibility of bringing street sweeping services in-house. Staff will review the cost to procure and maintain the appropriate equipment and staff a sweeping program. This review is intended to determine if the sweeping services have reached the point where it has become financially feasible to develop an internal program or if the City should continue to use contracted street sweeping services. Extending this contract allows City staff the time to review, present their findings, purchase equipment, hire and train staff while still ensuring that residents are served over the next fiscal year.

Fiscal Impact:

Funding for this project is included in the FY26 Streets Fund (20) for Citywide Street Sweeping. City staff used the CPI numbers from July 2024 to April 2025 and calculated that the new contract total would be \$256,199.26, an approximate increase of 2.3%. The CPI adjustment required by the contract will be calculated using the July 2025 numbers, which will not be available until after the current term of the contract expires. To account for the expected change between April and July of 2025, staff have set the total not-to-exceed amount at \$260,000 to ensure that enough money is allocated to cover the cost of the work.

Recommendation:

Staff recommends the City Council adopt the attached resolution amending the Goods and Services Contract with Green Sweep Asphalt Services, LLC in the amount of \$260,000 for a total contract amount of \$979,824.96

Attachments:

1. Resolution No. 2025-23
 - a. Exhibit A – Fee Estimate (April CPI numbers)

RESOLUTION NO. 2025-23

A Resolution amending the Goods and Services Contract for the Citywide Street Sweeping Services 2022 Project.

RECITALS:

Whereas, On July 12, 2022, the City entered into a Goods and Services Contract with Green Sweep Asphalt Services, LLC to perform street sweeping services; and

Whereas, On September 1, 2023, the City amended the Goods and Services Contract to increase the scope of work being provided and clarified that the annual Contract Sum would receive a Consumer Price Index ("CPI") adjustment; and

Whereas, the current contract expires on July 12, 2025 and the City has the option to extend the contract for up to two(2) one-year terms; and

Whereas, Green Sweep Asphalt Services, LLC is qualified and available to provide the required services to the City; and

Whereas, Funding for this project is included in the FY26 Street Fund (20) budget.

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

1. That amendment of the Goods and Services Contract with Green Sweep Asphalt Services, LLC for the amount of \$260,000 for the Citywide Street Sweeping Services 2022 Project, 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 24th day of June, 2025 by the following votes:

Ayes: _____

Nays: _____

Approved this 24th day of June 2025.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

Exhibit A: Fee Estimate (April CPI numbers)

EXHIBIT A to Resolution No. 2025-23

Year	Amount	CPI Increase	Increase Amount	Not to Exceed Amount
July 2022-June 2023	Original Contract	NA	NA	\$227,415.60
July 2023-June 2024	\$227,415.60	6.4%	\$14,554.60	\$241,970.20
July 2024-June 2025	\$241,970.20	3.5%	\$8,468.96	\$250,439.16
July 2025-June 2026	\$250,439.16	2.3%	\$5,760.10	\$256,199.26

Note: Consumer Price Index (“CPI”) numbers based on the percent change reported by the U.S. Department of Labor, Bureau of Labor Statistics, Employment Cost Index for civilian workers, all workers category, total Compensation (not seasonally adjusted).

STAFF REPORT

DATE: June 24, 2025
TO: Jeff Towery
FROM: Jody Christensen, Special Projects Manager
SUBJECT: Resolution No. 2025-24 for the Innovation Campus Project, Personal Services Contract Amendment No. 2

STRATEGIC PRIORITY & GOAL:



ECONOMIC PROSPERITY

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

Report in Brief:

This is consideration of Resolution No. 2025-24.

Resolution No. 2025-24 authorizes the City Manager to sign Amendment No 2 to the Personal Services Agreement with Walker Macy for the Innovation Campus Project dated 05.28.24 by \$3,911.00 to increase the “not to exceed” contract sum to \$387,911.00.

Background:

The Innovation Campus concept was identified in the Mac Town 2032 Economic Development Strategic Plan, adopted by Resolution No. 2019-16, and the Three Mile Lane Area Plan (3MLAP) adopted by Ordinance No. 5126 on November 8, 2022.

With almost 200 acres, it is one of Oregon’s largest industrial sites and is strategically located on HWY 18 near the McMinnville Municipal Airport. The site has three property owner groups who have been engaged in the Innovation Campus discussions and the 3MLAP.

The 3MLAP identified a community vision of a Retail Center and Innovation Campus on this acreage to serve the community’s future needs of commercial development and high density, upwardly mobile employment opportunities.

This project will look at both the Retail Center and the Innovation Campus. The scope of work has four components:

- Master planning the site to determine a preferred growth scenario (i.e., low-, mid-, or high-density development),
- Public infrastructure feasibility analysis, which will include wastewater, water, transportation, electricity, broadband, etc.,
- Design standards and code development, and

- Professional marketing for the site, which will include branding, communications tools, and a website.

Discussion:

During the growth scenario discussions, it became clear that more time was needed with the property owners to discuss the various concepts. The consultants performed additional services not in the original scope of work. The consultants held three one-on-one meetings with each of the three property owner groups and facilitated an additional workshop with the combined property owners' group. This process resulted in an unanimous agreement on the final draft Preferred Scenario, which has the full support of all the owners.

Attachments:

1. Resolution No. 2025-24
2. Exhibit A to Resolution No. 2025-24, Contract Amendment No. 2 to Professional Services Agreement with Walker Macy

Fiscal Impact:

The \$3,911.00 will be covered by City ARPA funds and will not be in effect in FY 25. The expense will take place in FY 26.

Recommendation:

Staff recommend that the City Council adopt Resolution No. 2025-24 authorizing the City Manager to execute Contract Amendment No. 2 to the Personal Services Agreement with Walker Macy for the Innovation Campus Project to increase the not to exceed contract sum by \$3,911.00 to \$387,911.00.

RESOLUTION NO. 2025-24

A Resolution authorizing the City Manager to sign Amendment No. 2 for the contract with Walker Macy to increase the contract sum change by \$3911.00 for the Innovation Campus Master Planning, Public Infrastructure Feasibility Analysis, and Marketing Project.

RECITALS:

Whereas, the Innovation Campus site concept was identified in the Mac Town 2032 Economic Development Strategic Plan adopted by Resolution No. 2019-16, and the Three Mile Lane Area Plan (3MLAP) adopted by Ordinance No. 5126 on November 8, 2022; and

Whereas, the City of McMinnville decided to support a campus master plan, public infrastructure feasibility analysis, design and development standards, and a marketing project to support the implementation of the concept; and

Whereas, Resolution No. 2024-23, the City entered into a contract with Walker Macy to perform the work for a not to exceed amount to \$384,000.00; and

Whereas, Contract Amendment No. 2 increases the contract sum by \$3911.00 to a not to exceed amount of \$387,911.00; and

Whereas, the funding for this project is ARPA and Business Oregon grant funds identified in the FY 23/24, and FY 24/25 City of McMinnville budget.

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

1. That the City of McMinnville will enter into Contract Amendment No. 2 to the contract with Walker Macy for the Innovation Campus Master Planning and Public Infrastructure Feasibility Analysis project in an amount not to exceed \$387,911.00.
2. The City Manager is hereby authorized and directed to sign Contract Amendment No. 2 per Exhibit A.
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 24th day of June 2025, by the following votes:

Ayes: _____

Nays: _____

Approved this 24th day of June 2025.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

Exhibit A: Contract Amendment No. 2 to Professional Services Contract with Walker Macy for the Innovation Campus Master Planning, Public Infrastructure Feasibility Analysis and Marketing.

CONTRACT AMENDMENT NO. 2
to the
PERSONAL SERVICES CONTRACT
with
Walker Macy – Innovation Campus

This Contract Amendment No. 2 amends the Innovation Campus personal services contract dated May 28, 2024, between the City of McMinnville (City) and Walker Macy (Contractor) for scope of work revision and budget schedule.

The parties mutually covenant and agree as follows:

1. STATEMENT OF WORK

The Contractor will provide professional services for the Innovation Campus Master Planning, Infrastructure Feasibility Analysis, and Marketing (“Project”) with a revised scope of work and budget schedule as presented in Exhibit A.

2. EFFECTIVE DATE

This Contract Amendment No. 2 is effective on June 24, 2025, at which time it is fully executed.

3. COMPENSATION

The City agrees to the revised scope of work and updated budget schedule.

4. OTHER CONDITIONS / REQUIREMENTS

The terms and conditions of the original Personal Services Contract remain in full force and effect.

For the City:
Approved:

By: _____

Title: _____

Date: _____

For the Contractor:
Approved:

By: _____

Title: _____

Date: _____

MCMINNVILLE INNOVATION CAMPUS

WALKER MACY SCOPE OF WORK

REVISED (Amendment 2): June 24, 2025

PROJECT TEAM

Walker Macy, Urban Design and Landscape Architecture, Prime Consultant

JLA Public Involvement, Public Outreach and Engagement

JET Planning, Design Standards and Zoning

TVA Architects, Architecture for Design Standards

Atwell LLC, Civil Engineering and Infrastructure

FINE, Branding and Marketing

Lancaster Mobley, Transportation Planning

PROJECT MANAGEMENT

Our project schedule is structured around a series of key checkpoints with the City of McMinnville team. To ensure ongoing communication and collaboration, a core Project Management Team (PMT), including Walker Macy and City staff, and when needed, key subconsultant team members, will meet in a 30-minute standing weekly meeting to facilitate continual communication and opportunities to share new information as it may arise. This PMT will be the primary decision-making group that will review and comment on draft deliverables with input from others as necessary. For these meetings, Walker Macy will provide agendas with topics for discussion, issues or questions currently needing resolution, and will close each meeting by defining clear next steps. There will be a total of 50 PMT meetings over the project duration.

TASK 1: ORIENTATION / KICKOFF (5/2024 - 7/2024)

1.1 Kickoff Consultant Team Meeting — We will convene a team meeting with the PMT group and the full consultant team to make introductions, review the work plan and schedule, define roles and communication protocols, and hear from City staff about their aspirations, priorities, concerns and expectations. We will review the goals from the preceding Three Mile Lane Area Plan and discuss potential refinements.

1.2 Review background documents, policies, and studies — Existing city and regional policies that may shape future development will be reviewed including both the existing zoning code and the model code prepared with the Three Mile Lane Area Plan. Existing infrastructure plans will be gathered, and any available market analysis and target profiles will be provided to guide branding and marketing.

Key findings will be folded into the process to inform plan development. We will summarize findings in a draft presentation to the PMT in a conference call and then refine for Site Workshop #1.

1.3 Engagement Plan and Project Charter — To guide all public engagement, we will develop an Engagement Plan that outlines project key messaging, engagement opportunities, staff and Consultant

team roles for engagement, key activities and their purpose and a timeline. To inform the engagement plan, we will convene a PMT meeting, which could also include City staff responsible for public engagement and key stakeholder outreach, to discuss the most appropriate outreach strategy for this project. We will also draft a Project Charter, to define roles and responsibilities, establish relationships and confirm a shared understanding of the project. We will review the draft Charter with the PMT and will subsequently refine both the Charter and Engagement Plan for further review by the Project Advisory Committee.

Throughout this process, Walker Macy will provide all deliverables to the City for posting on a web page on the City's site dedicated to this project.

1.4 Site Workshop — We will conduct a walking tour of the Innovation Campus site. Following the site visit, we will convene for a work session in McMinnville at City offices, with the PMT and key consultant team members. In this half-day workshop, we will seek to:

- Review key findings from previous studies and City plans
- Review Goals developed for the Three Mile Lane Area Plan and discuss refinements.
- Confirm the essence of the site's character, review existing conditions and discuss high level ideas about the potential for redevelopment

1.5 Property Owner Interviews — We will schedule video conference calls with the three major property ownership groups to hear their ideas and concerns about their properties, including thoughts about branding and marketing. It is anticipated these interviews will last one-hour in duration and may be held online.

1.6 Project Advisory Committee (PAC) Meeting #1 —. Using the Three Mile Lane Area Plan goals as a basis, we will confirm and discuss project goals and the Charter with the PAC and share the team's initial findings from the site workshop and review of previous studies. For all PACs Walker Macy will prepare a meeting agenda, presentation and meeting summary. It is assumed the meeting will be held in McMinnville, with a virtual option available, and will be attended by Walker Macy and JLA representatives.

Task 1 Deliverables:

- Summary of Site Workshop findings
- Project Goals
- Engagement Plan and Charter
- Committee and Property Owner Meeting notes and summary
- PAC #1 Agenda and meeting summary

Task 1 Meetings:

- Weekly PMTs
- Site Workshop
- Property Owner interviews
- PAC Meeting #1

TASK 2: Existing Conditions (6/2024 - 9/2024)

2.1 Existing Conditions Analysis — Informed by our Site Workshop #1 findings, we will conduct an analysis of the specific physical attributes of the IC site and identify the most important and applicable opportunities for creating an economically-thriving district. To support this analysis, we will gather GIS and survey information from available sources—including from our prior work on the Three Mile Lane Area plan to create project base maps, upon which we'll create diagrammatic and photo inventories of existing conditions that will inform a campus planning framework, including:

- Geology and current soils
- Topography and site hydrology
- Native American history in the site and vicinity
- Euro-American history and context
- South Yamhill River and Airport Park natural resource conditions and setbacks
- Climate conditions, including solar access and prevailing winds
- Views
- Contextual urban patterns:
 - mobility, including bicycle, pedestrian and transit access in vicinity, as well as planned city and state highway access improvements
 - airport operations and long-term plans
 - existing land uses and zoning
 - planned developments
 - proximity of significant community amenities

2.2 Existing Infrastructure -- Atwell will conduct a comparative analysis including investigating current infrastructure and growth potential compared to precedent campus projects that have been completed and current utility planning efforts. Atwell will reach out to existing infrastructure purveyors to determine the working state of the infrastructure, expectations for growth, and improvement opportunities. Improvement opportunities will include upgrades to broadband, water, wastewater, stormwater, power, telecommunications, transportation, and other infrastructure as identified in the master planning process. This analysis will compare existing infrastructure to infrastructure that is needed for Class A office space, flex spaces, incubator spaces, manufacturing facilities, interconnected trails, public open spaces, and a mixed-use town center for the innovation campus and retail center.

2.3 Case Studies — This project will benefit from a comparative analysis of precedent projects to highlight challenges and successes of other Innovation Campuses. We will create a presentation of the key successes and challenges across these types of projects and how they can directly inform this project. This will also be used by the FINE team to help them understand how the current market can provide a basis for brand positioning.

2.4 Focus Groups — Our team will host two focus group meetings to gather input from under-represented communities, potentially including a Spanish-language meeting, and/or meetings with lower-income community members or people with disabilities or seniors. Feedback from the focus groups will be summarized. The City will provide refreshments and participation incentives for these meetings.

2.6 Technical Advisory Committee Meeting #1 — We will summarize our site and infrastructure analysis and case studies in a presentation to the PMT, then update and present to the Technical Advisory Committee in a virtual meeting, including a facilitated discussion to provide TAC members an opportunity for input.

2.7 Project Advisory Committee Meeting #2 — We will summarize our site and infrastructure analysis and case studies in the second Project Advisory Committee meeting. Prior to this meeting, the PMT will review all content and provide comments. It is assumed the Consultant will create an agenda, presentation and meeting summary and that the meeting will be held in-person in McMinnville.

2.8 Planning Commission Work Session — We will summarize our site and infrastructure analysis and case studies in a work session with the Planning Commission. This session will serve to review and refine the project vision and goals and help shape subsequent scenario development.

Task 2 Deliverables:

- Site and infrastructure analysis, case studies
- Focus Group summaries
- PAC #2 meeting agenda, presentation and summary

Task 2 Meetings

- Weekly PMTs
- Focus Group meetings (2 total) with Spanish-speaking community and other underrepresented community members
- Technical Advisory Committee Meeting #1
- PAC Meeting #2
- Planning Commission Work Session

TASK 3: DRAFT CAMPUS MASTER PLAN SCENARIOS (10/2024 - 12/2024)

3.1 Draft Concepts and Infrastructure Improvements — We will prepare three draft alternatives, as Low, Medium and High Growth scenarios, with associated illustrative diagrams and review these alternatives with the PMT in two focused conference calls. Atwell will guide the team with findings from preliminary information collected during Task 2, including the state of existing infrastructure and current growth potential and provide recommended set aside location and size for a regional stormwater treatment facility. These findings will guide the process to determine introductory recommendations for infrastructure improvements needed to serve the Low, Medium, and High growth

scenarios, which will be part of Atwell's work in Task 4.3. No system capacity modelling will be completed at this time.

Task 3 Deliverables:

- Draft plan scenarios, diagrams, and illustrations

Task 3 Meetings

- Weekly PMTs

TASK 4: REFINED MASTER PLAN SCENARIOS (1/2025 - 3/2025)

4.1 Concept Workshop with Property Owners — We will convene key members of the consultant team, property owners and the PMT in a work session in McMinnville to review our master plan concepts and initial ideas for funding, branding and infrastructure.

4.2 Project Advisory Committee #3 — At a third meeting with the Committee, we will discuss and review the master plan scenarios, transportation assessment, infrastructure feasibility, branding platform and draft code concepts, and review public input on these plans from Open House #1.

4.3 Open House #1 — We will share our master plan scenarios and branding platform at an in-person community open house, at a time and location most amenable and inclusive to a wide range of diverse community members, to share concepts and obtain feedback. We will develop an event plan before the event for the PMT to review and, once approved, develop event displays, a sign-in sheet and comment form. The city will reserve the meeting space and promote the event. The open house materials will be posted to the City's website. We will summarize all feedback received in an open house summary.

4.4 Refine Scenarios — Based on the results of previous tasks, the Concept Workshop (Task 4.1), PAC #3, the Open House #1 and City guidance, we will further refine the Low, Medium and High scenario plans and select a preferred land use master plan scenario, which may be a hybrid of the draft scenario plans.

4.5 Scenario Refinement Workshop – Walker Macy and JLA will facilitate an additional virtual workshop with property owners to select and refine a preferred alternative scenario plan. To prepare for the workshop, JLA will hold three 30-minute one-on-one meetings with each property owner group and one prep meeting with the City to discuss goals for the Preferred Scenario Workshop. The workshop will be a two-hour virtual meeting on Zoom. Following the workshop, our team will meet with the city team for one hour to discuss takeaways and the next steps.

4.6 Transportation Assessment for Preferred Scenario — Lancaster Mobley will prepare a refinement to the Three Mile Lane Area Plan transportation analysis that reflects the access and transportation needs of the preferred scenario. The refinement will update the trip generation and distribution assumptions from the original analysis and update intersection operations at the 2041 planning horizon. Important considerations such as multi-modal trip generation, trips captured within the planning area, and multi-modal infrastructure needs will also be addressed.

Because the transportation assessment will build on the original Three Mile Lane Area Plan analysis, Lancaster Mobley will coordinate with ODOT regarding any changes or adjustments that might be needed to the current travel demand model that provided the basis for the original analysis.

A technical memo-format report will be provided as a deliverable that offers a clear and succinct summary of the findings but still provides sufficient technical detail for a thorough technical review by public agencies, the Technical Advisory Committee, and the general public. Since this refinement represents an amendment to an adopted plan, the report will include Transportation Planning Rule findings.

4.7 Preliminary Infrastructure Feasibility — Atwell will evaluate the infrastructure improvements needed to support the preferred growth scenario through sizing calculations, comparative analysis, previous experience, and recommendations gathered from utility providers in the project vicinity for on-site improvements. Atwell will draft a report in Task 7 with details to support the preferred growth scenario and will create the structure of a Capital Improvement Project list for comment by interested parties.

4.8 Brand Positioning and Platform -- In Tasks 1-3, FINE will participate in the Site Workshop #1 and submit questions for the Property Owner Interviews and other PAC Meetings to help guide the conversations and better understand the strategic, facility, and experiential requirements of proposed growth scenarios and conceptual plans. Based on the results of these findings and the preferred land use master plans scenario documented by Walker Macy and the Project Advisory Committee, FINE will summarize and articulate the full value proposition through the lens of brand. FINE will codify the brand vision at the highest level with a core story that includes the purpose (why), position (what), and promise (how), attributes, values, and distinctions. These will act as pillars to set the Innovation Campus apart in the marketplace.

4.9 Technical Advisory Committee #2 — We will conduct a second, virtual meeting with the TAC to discuss and review the refined, preferred master plan, transportation assessment, infrastructure feasibility and branding platform.

Task 4 Deliverables:

- Concept plans, diagrams and draft illustratives
- One refined scenario
- Transportation Assessment technical memo
- Infrastructure Improvements Narrative describing existing and proposed infrastructure on-site for the refined concept
- Positioning and Brand Platform
- Open House #1 event plan and event materials (up to 10 display boards, sign in sheet, comment form)
- PAC #3 agenda, presentation and meeting summary

Task 4 Meetings

- Weekly PMTs

- Concept Workshop
- PAC #3
- Scenario Refinement Workshop
- Open House #1
- TAC #2

TASK 5: DESIGN AND DEVELOPMENT STANDARDS (2/2025 - 6/2025)

5.1 Code Concepts for Design and Development Standards— We will identify key code concepts that will inform the regulatory foundation for a baseline level of quality and sense of place for the IC, including preferred architectural massing, build-to lines, critical architectural details and site design components, allowing for some flexibility in future building arrangements and programs. JET will identify the conceptual options and areas where community input on the preferred direction is needed, prior to draft specific code language.

5.2 Open House #2: Online — We will share our code concepts at an online community open house, to discuss design standards and code concepts and obtain feedback. We will develop an event plan with draft content before the event for the PMT to review and once approved, develop an online open house website. It is assumed the online open house will remain open for two weeks. The city will promote the event. We will summarize all feedback received in an Online Open House #2 summary.

5.3 Refined Brand Platform and Campus Naming — Based on consolidated feedback from the Concept Refinement Workshop and Open House, FINE will make final refinements to the Brand Platform. Once approved, FINE will then explore potential campus or district names. FINE will look at different analogies for what you are and what we're naming to generate different perspectives on what to call you. We will prepare a summary of key directional takeaways and naming criteria for 6-8 top choice names, each with brief rationale, story, verbal and visual branding opportunities. FINE will also present preliminary findings on direct competitive conflict, domain names, to determine which names appear viable enough to proceed to legal search. Based on your feedback, we will iteratively explore subtle twists or qualifiers to your shortlist of preferred names to finalize finalists (2-3 max) for legal review. (We advise using legal counsel to review the 2-3 chosen finalist name options.)

5.4 Draft Code Updates — We will draft code updates that address the design, development and procedural aspects for the review of future projects based on the open house feedback on the code concepts. The code updates will include illustrated design standards. We will present the draft code to the Technical Advisory Committee for their review and direction.

5.5 Review Draft Code Updates — We will review the draft code updates with the PMT including City staff that lead the City's current planning services.

5.6 Project Advisory Committee #4 — We will present the draft code to the Project Advisory Committee for their review and direction. We will develop an agenda, presentation and meeting summary.

5.7 Joint City Council/Planning Commission Work Session – In a joint work session, the Planning Commission and City Council will review the master plan scenarios developed in Task 4 in a key decision-making milestone, as well as review and suggest refinements to the proposed draft code updates.

5.8 Final Code Updates — We will finalize the code updates including the design standards and deliver to the City in an editable format consistent with existing City code formatting.

Task 5 Deliverables:

- Concepts for Design and Development Standards
- Positioning Refinements & Campus Naming
- Draft and Final Design and Development Standards
- Open House #2 Online event plan and event materials
- PAC #4 agenda, presentation and summary

Task 5 Meetings

- Weekly PMTs
- Open House #2 (online)
- Positioning Refinements & Campus Naming Presentation*

**Please note that if there are significant refinements to the brand positioning, we may want to separate these 2 presentations to ensure we have full approval on the platform before we begin naming.*

- PAC meeting #4
- Joint CC/PC Work Session

TASK 6: INNOVATION CAMPUS MASTER PLAN REPORT (4/2025 - 6/2025)

6.1 Brand Identity, Style Guide, and Website — Informed by our final concept and positioning, FINE will develop a visual identity for the campus, including representative contextual applications in collateral, signage, merchandise, and other tactics to show intent. FINE will explore the brand identity, visualizing logos, wordmarks, typography, color, graphic assets, and imagery. We will review this visual identity in a focused PMT meeting. Once a preferred identity direction is selected, refined, and approved, FINE will create a Style Guide that documents all visual guidelines.

Based on the approved identity, FINE will design and build a website to support campus awareness, education and marketing. The website will include three informational pages, plus a flexible content marketing section for ongoing education, promotion, and marketing needs. FINE will explore Squarespace templates and capabilities, in order to find the most compelling option(s) for your requirements. We then create an active template, and begin a design styling process that results in a presentation to website stakeholders for feedback on design. FNE will support the development of marketing content for the 3 informational pages, based on the final positioning and in collaboration with the PMT to ensure all the right information is communicated. FINE is not responsible for asset

development and can work with the PMT to help gather or source imagery under a separate engagement.

FINE will present a final BETA solution to your team, and establish a process to solicit feedback. Reported features that do not meet documented requirements are corrected for. New features and change requests are addressed collaboratively, with guidance on how they may impact timing, budget, or implications for overlapping or affected features or functionality.

FINE will craft a launch checklist that ensures your website is poised to go live without any surprises. We can discuss a post-launch maintenance program under a separate engagement to support future updates.

6.2 Draft Innovation Campus Master Plan Report — Based on information gathered during the prior tasks, the team will summarize this project with a concise, illustrative final report that presents the preferred concept plans for Low, Medium, and High Growth Scenarios as well as a Preferred Master Plan Scenario, and an implementation roadmap including a brief summary of proposed code updates and coordinated next steps required to facilitate the defined vision.

A campus vision requires careful consideration of implementation and phasing, so this report will determine a strategy to lead from the conceptual plan to full build-out, though a menu of near, medium, and long terms steps. We will support the implementation strategy with a series of phasing illustrations that indicate how the concepts will evolve.

6.3 Review Draft Master Plan Report — We will review the draft plan report with the PMT.

6.4 PAC #5 — We will review the Final Innovation Campus Plan with our Advisory Committee in a fifth meeting and make any subsequent changes to the report before presenting it to the Planning Commission. We will develop an agenda, presentation and meeting summary.

6.5 Planning Commission Work Session — We will review the Final Innovation Campus Plan in an informational work session with the McMinnville Planning Commission.

6.6 City Council Work Session (as needed) — We will review the Final Innovation Campus Plan in an informational work session with the McMinnville City Council if necessary.

6.7 Final Master Plan Report — After receiving PMT, PAC, City Council and Planning Commission feedback on the Plan report, we will refine as a final document.

Task 6 Deliverables:

- Draft Master Plan Report
- Final Master Plan Report
- Brand Identity Presentation, Visual Style Guide PDF, Website Design Presentation, Website BETA Presentation, Final Website for Launch
- PAC #5 agenda, presentation and summary

Task 6 Meetings

- Weekly PMTs
- PMTs to focus on presentations of Brand Identity and Website
- PAC Meeting #5
- Planning Commission work session
- City Council work session, if necessary

TASK 7: FINAL INFRASTRUCTURE IMPROVEMENTS REPORT

(PARTIALLY CONCURRENT WITH TASKS 5; 3/2025 - 12/2025)

7.1 Draft Infrastructure Improvements Report — An Infrastructure Improvements Report will be prepared to evaluate the projected demands of the preferred concept while incorporating phasing to better understand the capabilities of the existing infrastructure to support the planned growth. The report will review the existing water, sewer, storm and power master plans compared to their proposed improvement schedules over the duration of the plan, informed by discussions with public works staff and knowledge of the status of the plans will guide us to provide a report on issues of capacity. Model scenarios will be run by the master plan team to verify system capacity and identify system capital improvement needed to facilitate the planned change in use. The currently planned capital improvements fee structure provided by the current planning cycle of McMinnville will help the team identify areas where funding models may not fully cover the identified infrastructure needs and the team can provide ideas for funding opportunities based on other similar projects. Clearly identifying the projected system improvements outside the current master plan boundary makes sure that these are accounted for in the improvement report. Lancaster Mobley will also provide a summary of transportation improvements required to address the traffic generated by the preferred scenario, along with proposed multi-modal improvements. It is assumed that Jacobs will complete the system-wide analysis of water and sewer system capacity with input from Atwell.

7.2 CC/PC/PAC Work Session -- We will review the draft Infrastructure Improvements Report and Final Innovation Campus Master Plan Report with the PAC, the Planning Commission and City Council in a joint work session. We will develop an agenda and presentation for this meeting.

7.3 Finalize Infrastructure Report – We will finalize the Infrastructure Improvements Report as a stand-alone document that matches the format of the Master Plan document.

Task 7 Deliverables:

- Draft and Final Infrastructure Improvements Report including CIP list of both private and public improvements required to support the Master Plan
- CC/PC/PAC agenda and presentation

Task 7 Meetings:

- Weekly PMTs
- CC/PC/PAC Joint Work Session

FEES

Walker Macy proposes to accomplish the scope of work above within a budget of **\$387,911 including expenses**, with the following breakdown by project component.

REVISED BUDGET SCHEDULE (Amendment 2, June 24, 2025)

	Fee Per Task
Task 1: Orientation/Kickoff	\$36,208
Task 2: Existing Conditions	\$45,180
Task 3: Draft Campus Master Plan Scenarios	\$38,048
Task 4: Refined Master Plan Scenarios	\$99,603
Task 5: Design and Development Standards	\$63,191
Task 6: Innovation Campus Master Plan Report	\$69,565
Task 7: Final Infrastructure Improvements Report	\$32,058
Expenses (estimated, not to exceed)	\$4,058
Total	\$387,911

Work will be billed monthly based on a percentage of work completed by task. Expenses will be billed at cost within each task and will include items such as printing and postage as well as travel to meetings in McMinnville. We assume that if the expense budget is not exceeded, we will bill any remainder towards labor.

STAFF REPORT

DATE: June 24, 2025
TO: Jeff Towery, City Manager
FROM: Katie Henry, Finance Director
SUBJECT: A Resolution declaring the City's election to receive certain state shared revenues

Strategic Priority and Goal:



CITY GOVERNMENT CAPACITY

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

Report in Brief: Council will consider a resolution electing to receive its share of certain state shared revenues.

Discussion:

Oregon Revised Statute (ORS) 221.770(1) designates that a share of certain revenues of the state of Oregon shall be apportioned among and distributed to the cities of the state for general purposes as provided for in the ORS. The City shall not be included in apportionments or receive distributions of state shared revenues unless the city:

- Elects to receive distributions for the fiscal year by enactment of a resolution expressing that election and filing a copy of the resolution with the Oregon Department of Administrative Services not later than July 31 of the fiscal year
- Holds at least one public hearing, after adequate public notice, at which citizens have the opportunity to provide comment to the authority responsible for approving the proposed budget for the fiscal year on the possible uses of the State distributions and certifies its compliance as required by ORS 221.770(1)(b)
- Holds at least one public hearing, after adequate public notice, at which citizens have the opportunity to provide comment to, and ask questions of, the authority responsible for adopting the city budget on the proposed use of distributions in relation to the entire budget of the city for the fiscal year and certifies its compliance as required by ORS 221.770(1)(c)

- Levied a property tax for the year preceding the year in which revenue sharing is due under ORS 471.810 (Distribution of available moneys in Oregon Liquor Control Commission Account)

The City of McMinnville has complied with the requirements to hold public hearings, after adequate public notice, and has levied a property tax for the year preceding the year in which revenue sharing is due.

The attached Resolution satisfies the requirement of 221.770(1)(a) which requires the City to elect to receive distribution of State shared funds by adopting such resolution. Upon Council adoption, City staff will file the Resolution with the Department of Administrative Services no later than July 31, 2025.

Fiscal Impact:

The City anticipates receiving \$480,000 in state shared revenues, a vital source of unrestricted general fund revenues to support public services.

Council Action Options:

1. Approve the resolution – staff recommendation. This will allow the City to request its share of state shared revenues.
2. Reject the resolution. This action would likely result in forfeiting state shared revenues or approximately \$480,000 in the FY2025-26 year.

Attachments:

Resolution 2025-25

RESOLUTION NO. 2025 – 25

A Resolution declaring the City’s election to receive certain state shared revenues.

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

1. Pursuant to ORS 221.770, the City hereby elects to receive state shared revenues for fiscal year 2025 – 2026.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 24th day of June, 2025 by the following votes:

Ayes:_____

Nays:_____

Approved this 24th day of June, 2025.

MAYOR

Approved as to form:

CITY ATTORNEY

I certify that a public hearing before the Budget Committee was held on May 21, 2025, and a public hearing before the City Council was held on June 10, 2025, giving citizens an opportunity to comment on use of State Revenue Sharing.

CITY RECORDER

STAFF REPORT

DATE: June 24, 2025
TO: Jeff Towery, City Manager
FROM: Katie Henry, Finance Director
SUBJECT: A Resolution certifying provision of municipal services by the City of McMinnville

Strategic Priority and Goal:



CITY GOVERNMENT CAPACITY

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

Discussion:

Oregon Revised Statute (ORS) 221.760(1) designates certain prerequisites for cities in a county of over 100,000 population to receive State shared revenues from cigarette, gas, and liquor taxes. The ORS states that the officer responsible for disbursing such funds to cities shall disburse such funds, in the case of a city located within a county having more than 100,000 inhabitants, only if the officer reasonably is satisfied that the city provides four or more of the following municipal services:

1. Police protection
2. Fire protection
3. Street construction, maintenance and lighting
4. Sanitary sewers
5. Storm sewers
6. Planning, zoning and subdivision control
7. One or more utility services

The attached Resolution certifies that the City meets the prerequisites for receiving cigarette, gas and liquor taxes.

Fiscal Impact:

The City anticipates receiving \$480,000 in state shared revenues, a vital source of unrestricted general fund revenues to support public services.

Council Action Options:

1. Approve the resolution – staff recommendation. This will allow the City to request its share of state shared revenues.
2. Reject the resolution. This action would likely result in forfeiting state shared revenues or approximately \$480,000 in the FY2025-26 year.

Attachments:

Resolution 2025-26

RESOLUTION NO. 2025 – 26

A Resolution certifying provision of municipal services by the City of McMinnville as required by ORS 221.760.

RECITALS:

Whereas, ORS 221.760 provides that a city located within a county that has more than 100,000 inhabitants according to the most recent federal decennial census must provide four or more municipal services in order to qualify to receive revenues from cigarette, gas, and liquor taxes (Shared Revenues). These revenues are provided for in ORS 323.455, 366.785 to 366.820, and 471.805; and

Whereas, the services to be considered are:

- 1) Police protection
- 2) Fire protection
- 3) Street construction, maintenance, lighting
- 4) Sanitary sewer
- 5) Storm sewer
- 6) Planning, zoning, subdivision control
- 7) One or more utility services; and

Whereas, to assist the state officer responsible for determining the eligibility of the City to receive these revenues in accordance with ORS 221.760, the City may certify its eligibility; and

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

1. The City certifies that it provides the following municipal services as enumerated in ORS 221.760(1):
 - 1) Police protection—Yes
 - 2) Street construction, maintenance, lighting—McMinnville Water and Light provides lighting, otherwise Yes
 - 3) Sanitary sewer—Yes
 - 4) Storm sewer—Yes
 - 5) Planning, zoning, subdivision control—Yes
2. This Resolution will 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 24th day of June, 2025 by the following votes:

Ayes:_____

Nays:_____

Approved this 24th day of June 2025.

MAYOR

Approved as to form:

Attest:

CITY ATTORNEY

CITY RECORDER



STAFF REPORT

DATE: June 24, 2025
TO: Jeff Towery, City Manager
FROM: David Ligtenberg, City Attorney
SUBJECT: Resolution No. 2025-29, A Resolution Authorizing the City Manager to Execute a Fifth Amendment to Personal Services Contract with Erskine Law Practice, LLC, to Provide City Prosecutorial Services

Report in Brief:

Resolution No. 2025-29 will authorize the continuation of City Prosecutor services with Erskine Law Practice LLC for a temporary term to allow for the circulation of a Request for Proposal (RFP).

Background and Discussion:

On December 8, 2020, the City Council passed Resolution 2020-69, which approved a new contract with Erskine Law Practice LLC to provide city prosecutor services through December 31, 2021. That contract has been extended each year since, including last year with an increase in monthly cost from \$8,957.61 to \$9,226.34 monthly and \$135.67 per hour for non-standard services (representing a 3% increase from the previous year).

Under McMinnville Municipal Code section 2.21.100(C), personal services (including legal services such as these) "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." That means, for contacts of this amount (greater than \$100,000 and less than \$250,000), the City is required to undertake an informal solicitation of proposals.

Due to the term of the contract ending in conjunction with the fiscal year and the uncertainty around City budgets, the Legal Department was unable to put forth an informal RFP in time to secure services before their scheduled end. Accordingly, staff now requests and recommends that Council approve the attached resolution authorizing an additional, brief, extension of term in order to accomplish the required informal RFP.

Attachments:

Resolution No. 2025-29

Fiscal Impact:

This prosecutorial services contract is already accounted for in the proposed FY 25-26 budget.

RESOLUTION NO. 2025 – 29

A Resolution of the City of McMinnville Authorizing the City Manager to Execute a Fifth Amendment to Personal Services Contract with Erskine Law Practice, LLC, to Provide City Prosecutorial Services.

RECITALS:

WHEREAS, City Resolution 2020-69 approved a Personal Services Contract ("Contract") between the City and Erskine Law Practice LLC ("Contractor") to provide City Prosecutor services for the 2021 calendar year; and

WHEREAS, that contract has been extended to the end of Fiscal Year 2022 (Res. 2021-60), FY 2023 (Res. 2022-44), FY 2024 (Res 2023-52); and FY 2025 (Res 2024-47); and

WHEREAS, contracting laws, including MMC 2.21.100(C), require that these services be subject to solicitation under an informal request for proposals; and

WHEREAS, staff has not yet accomplished such RFP because of uncertainties around adoption of the City's FY 2025-26 budget; and

WHEREAS, staff recommends continuing the current contract temporarily to allow for circulation of an RFP.

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

1. The City Manager is authorized to execute a Fifth Amendment to Personal Services Contract with Erskine Law Practice, LLC, to continue to provide City prosecutorial services through for up to three additional months to allow for circulation of an RFP for future provision of such services.
2. This Resolution takes effect immediately upon passage.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 24th day of June, 2025, by the following votes:

Ayes: _____

Nays: _____

Approved this 24th day of June, 2025.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

STAFF REPORT

DATE: June 12, 2025
TO: Jeff Towery, City Manager
FROM: D. Renshaw, PW Operations Superintendent
SUBJECT: Contract Award-Park and Public Open Space Unarmed Security Services

STRATEGIC PRIORITY & GOAL:



COMMUNITY SAFETY & RESILIENCY

Proactively plan for & responsively maintain a safe & resilient community.

OBJECTIVE/S: Provide exceptional police, municipal court, fire, emergency medical services (EMS), utility services and public works

Report in Brief:

This action is the consideration of a resolution to extend the goods and services contract with NAS Security for an additional one-year term ending June 30, 2026, with a not to exceed contract amount of \$198,690. This would be the first of three possible one-year contract extensions for the project. The extension will also add additional security hours at the Library. The current contract expires June 30, 2025.

Background:

During late fall/early winter in 2022, the City experienced a significant increase in negative behaviors in the park system and other public spaces. This included vandalism, illicit drug use, overnight camping in restrooms/shelters and negative interactions for both park users and City staff. This resulted in unsafe conditions for both park users and staff. As a short-term response, Operations closed park restrooms throughout most of the winter of 2022-23 to explore solutions to help mitigate these issues. After researching what other communities did in similar instances (Salem, Bend, Corvallis), in the late spring of 2023, the City opted to pursue a contract for unarmed private security services. In April of 2023, the City entered into a direct award contract with NAS Security Services, LLC of Newberg, to provide unarmed private security services at designated City parks and public open spaces. That contract was amended in June 2023 and expired January 31, 2024. The current contract was procured through an RFP (request for proposals) process in late 2023, with a contract being awarded to NAS on December 12, 2024 via Council resolution 2023-64.

Current services include a six hour per night shift, seven days per week, with security staff checking designated parks, restrooms, shelters and public spaces several times each night. Security staff verify that that restrooms are locked and unoccupied and that shelters are unoccupied. Should they happen upon individuals in a area after hours (parks are closed 1 hour after sunset), they request that the individuals leave the area, and if the folks are non-compliant, the security staff contacts law enforcement who handle the actual process of making sure people leave.

Additional services include providing a “Day Officer” to staff Parks and Recreation events through the summer, as well as to provide security for emergency shifts and other special events.

In the winter of 2024, in response to similar issues at the Library, Change Order #1 was executed, adding a security officer at the Library during operating hours. That service includes patrols inside the library and outside, including the plaza, parking lot, native plant garden and park area immediately surrounding the library.

Discussion:

The program has proven to be effective for all three applications (overnight security, event security and Library security). The incidence of negative behavior has decreased, and the staff does not have to bear the entire burden of addressing those behaviors on top of their routine workload. Since the security presence has helped reduce negative behaviors, facility users face fewer negative interactions as well. From a maintenance perspective, reduced negative behaviors lead to a reduction in demand work, which allows for a greater focus on scheduled, routine work. The program provides about 4,710 hours of unarmed security services per year (roughly 2.67 FTE), filling a gap that the City’s current staffing levels would not support. More importantly, trained security officers are addressing negative behaviors directly more often, as opposed to untrained staff members who try to do so in addition to their regular work.

Fiscal Impact:

Funding for this contract is available in the FY 25-26 General Fund in both Park Maintenance and the Library.

This term can be extended twice more for an additional one-year term, upon mutual agreement from both the City and NAS Security Services LLC.

Recommendation:

Staff recommends that the City Council approve the resolution extending the contract for Park and Open Space Unarmed Security services with NAS Security with a not to exceed contract amount of \$198,690 for an additional one-year term ending June 30, 2026.

Attachments:

1. Resolution No. 2025-30
2. Change order #2
3. Resolution 2023-64
4. Original Goods and Services Contract, with Change Order #1

RESOLUTION NO. 2025-30

A Resolution Extending the Contract for Park and Open Space Unarmed Security Services to NAS Security Services LLC.

RECITALS:

Whereas, in October of 2023, the City undertook a formal procurement process to request proposals (RFP) for Park and Open Space Unarmed Security Services; and

Whereas, that contract was awarded to NAS Security on December 12, 2023, via Council Resolution 2023-64, with a contract expiration date of June 30, 2025, with the option to renew for three (3) one-year additional terms: and

Whereas, both parties wish to renew the contract for an additional one (1) year term: and

Whereas, the funds for this project are available In the General Fund approved fiscal year 2025-26 budget.

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

1. That the Goods and Services Contract with NAS Security, LLC, be extended for one (1) one-year term ending June 30, 2026, for a not to exceed amount of \$198,690.
2. That the City Manager Is hereby authorized and directed to extend the Goods and Services Contract with NAS Security Services, LLC.
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 24th day of June 2025 by the following votes:

Ayes: _____

Nays: _____

Approved this 24th day of June 2025.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

Change Order No 2
to the
Good and Services Contract
For
Parks and Open Space Unarmed Security Services

This Change Order No. 2 amends the Goods and Services Contract, dated February 1, 2024, between the City of McMinnville (City) and NAS Security Services (Contractor) for the Parks and Open Space Unarmed Security Project.

1. Scope of work

- a. Add an additional 20 hours per week for a total of 40 hours per week for unarmed security services at the McMinnville Public Library, including inside and outside the Library, including the plaza, native plant garden, park lot and park area immediately surrounding the library
- b. Add an additional 200 hours for event and emergency shift officers during the year, for a new total of 300 hours.

2. Term

- a. The Parties agree to renew the contract for one year as per Section 2.1.2.
 - i. The new term shall be July 1, 2025-June 30, 2026.

3. Contract Sum

- a. The price of the Goods and or Services for this change order is a follows:

NOT TO EXCEED ONE HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED NINETY DOLLARS (\$198,690).
- b. Contractors' unit pricing for Change Order #2 is attached as Exhibit A.

4. Other Conditions/Requirements

- a. The terms and conditions of the contract, except as modified herein, dated February 1, 2024, remain in full force and effect.

For the City
Approved:

For the Contractor
Approved

By:_____

By:_____

Print Name:_____

Print Name:_____

Title:_____

Title:_____

Approved as to form

David Ligtenberg, City Attorney

Date

Exhibit A

PARKS AND OPEN SPACE UNARMED SECURITY

**COST PROPOSAL-
Amendment #2**

ITEM		ESTIMATED QUANTITY	UNIT PRICE (AS NOTED)	TOTAL ESTIMATED ANNUAL COST
1	Nightly Patrols-Nov thru March	906 Hours per year	\$ <u>43.00</u> Per hour	\$ <u>38,958</u>
2	Nightly Patrols-April thru October	1,284 Hours per year	\$ <u>43</u> Per hour	\$ <u>55,212</u>
3	Day Officer-June-Aug (10 weeks)	300 Hours per year	\$ <u>43</u> Per hour	\$ <u>12,900</u>
4	Events, Emergency shifts	300 Hours per year	\$ <u>43</u> Per Hour	\$ <u>12,900</u>
5	Library Security Officer	1,920 Hours per year	\$ <u>41</u> Per Hour	\$ <u>78,720</u>
TOTAL COST				\$ <u>198,690</u>

Name of Company: NAS Security Services LLC

Signature of Authorized Agent: [Signature] 6/11/25
(Date)

Title: CEO

(SEAL) Business Address: 19565 NE Highway 240

Newberg, Or, 97132

Phone #: (503) 538-2495

AMMENDMENT #2- CONTRACT EXTENSION COST PROPOSAL

RESOLUTION NO. 2023-64

A Resolution Awarding the Contract for Park and Open Space Unarmed Security Services to NAS Security Services LLC.

RECITALS:

Whereas, the City undertook a formal procurement process to request proposals (RFP) for Park and Open Space Unarmed Security Services; and

Whereas, at 12:00pm on October 20, 2023, two proposals were received electronically; and

Whereas, after staff scoring of the of proposals, NAS Security Services, LLC, was the highest ranked proposer; and

Whereas, the funds for this project are available In the General Fund approved fiscal year 2023-24 budget.

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

1. That entry Into a Goods and Services Contract with NAS Security, LLC, In the amount of \$165,200 for a term ending June 30, 2025 with an option to extend the contract for three additional one-year terms for the Park and Open Space Security Services, Is hereby approved.
2. That the City Manager Is hereby authorized and directed to execute the Goods and Services Contract with NAS Security Services, LLC.
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 12th day of December 2023 by the following votes:

Ayes: Chenoweth, Garvin, Geary, Menke, Payne, Peralta

Nays: _____

Approved this 12th day of December 2023.



MAYOR

Approved as to form:



City Attorney

Attest:



City Recorder

**CITY OF McMinnville
GOODS AND SERVICES CONTRACT**

PARK AND OPEN SPACE UNARMED SECURITY SERVICES

This Goods and Services Contract (“Contract”) for the PARK AND OPEN SPACE UNARMED SECURITY Project (“Project”) is made and entered into on this 1st day of February 2024 (“Effective Date”) by and between the City of McMinnville, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and NAS SECURITY SERVICES, a(n) Oregon limited liability company (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Scope of Work

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

Section 2. Term

1.1 Initial Term. The term of this Contract shall be from the Effective Date until all Work required to be performed hereunder is completed and accepted, or no later than June 30, 2025, whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

1.2 Option to Renew. The City has the option to extend the Contract for three (3) additional one-year terms.

Section 3. Contract Sum/Project Scope

3.1. Except as otherwise set forth in this **Section 3**, the City agrees to pay Contractor on a time and materials basis, guaranteed not to exceed ONE HUNDRED SIXTY FIVE THOUSAND TWO HUNDRED DOLLARS (\$165,200), for the initial term of the Contract. Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor.

3.2. Contractor's unit pricing is set forth in **Exhibit B**, attached hereto and incorporated by reference herein. No later than sixty (60) days prior to the commencement of any of the additional one-year terms, the parties may negotiate a change in the First Year Contract Sum based on hourly wage and operating cost variations. Any negotiated change must be made in writing and signed by the parties in accordance with **Section 13** herein.

3.3. Contractor's Contract Sum is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, technology and/or software charges, licensing, trademark, and/or copyright costs, office expenses, travel expenses, mileage, and all other indirect and overhead charges.

3.4. Contractor will be paid for Work upon completion of the Work and within thirty (30) days of receipt of an itemized invoice, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible.

Section 4. City's Rights and Responsibilities

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

4.2. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. 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 12**.

Section 5. Project Managers

The City's Project Manager is Liz Fliszar, Park Maintenance Supervisor. Contractor's Project Manager is Mike Brandt.

Section 6. Subcontractors and Assignments

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

Section 7. Contractor Is Independent Contractor

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

Section 8. Contractor's Responsibilities

8.1. Contractor must comply with all applicable Oregon and federal wage and hour laws. Contractor shall make all required workers compensation and medical care payments on time. Contractor shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Contractor shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees. Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

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

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

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

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

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

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

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

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

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

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

8.9. In the performance of this Contract, Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to those dealing with the prevention of environmental pollution and the preservation of natural resources (and avoidance of natural resource damages) in the performance of the Contract, including but not limited to ORS 279C.525. If new or amended statutes, ordinances, or regulations are adopted, or Contractor encounters a condition not referred to in this Contract, not caused by Contractor, and that was not discoverable by reasonable site inspection, which requires compliance with federal,

state, or local laws or regulations dealing with the preservation of the environment, both the City and Contractor shall have all the rights and obligations set forth in ORS 279C.525.

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

Section 9. Indemnity

9.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 9.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers.

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

Section 10. Insurance

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

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

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

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

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

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

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

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

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

Section 11. Suspension

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

Section 12. Early Termination; Default

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

12.1.1. By mutual written consent of the parties;

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

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

12.2. If the City terminates this Contract in whole or in part, due to default or failure of Contractor to perform Work in accordance with the Contract, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract,

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

12.3. 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.

12.4. Termination under any provision of this Section 12 shall not affect any right, obligation, or liability of Contractor or the City that accrued prior to such termination. Contractor shall surrender to the City items of work or portions thereof, for which Contractor has received payment or the City has made payment.

Section 13. Contract Modification; Change Orders

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

Section 14. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person, by email 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
David Renshaw, PW Operations Supt.
1900 NE Riverside Drive
McMinnville, OR 97128
david.renshaw@mcminnvilleoregon.gov

To Contractor: NAS Security Services, LLC
Attn: Mike Brandt, CEO/Owner
19565 NE Highway 240
Newberg OR 97132
mbrandt@nassecurityservicesllc.com

Section 15. Miscellaneous Provisions

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

15.2. 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.

15.3. 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.

15.4. 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.

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

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

15.7. 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.

15.8. 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.

15.9. 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.

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

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

15.12. 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.

15.13. 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.

15.14. 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.

15.15. 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."

15.16. 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.

15.17. 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.

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

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

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

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

CONTRACTOR:

NAS Security Services LLC

By: 

Print Name: Michael Brandt

As Its: CEO

Employer I.D. No. 091718

CITY:

CITY OF McMinnville

By: 

Print Name: Jeff Towery

As Its: City Manager

APPROVED AS TO FORM:



David Ligtenberg City Attorney
City of McMinnville, Oregon

EXHIBIT A

SECTION I – BACKGROUND AND SCOPE OF WORK

A. INTRODUCTION

The City of McMinnville is requesting proposals from qualified service providers for unarmed private security professionals to fulfill a variety of posts and or monitoring functions at designated City park or public space locations. The City will complete a Request for Proposal (RFP) process to select the vendor that offers the most advantageous proposal to the City from among those firms that submit proposals according to the requirements of the RFP. Proposers responding to the RFP do solely at their expense, and the City is not responsible for any costs or expenses associated with the preparation of the RFP.

B. BACKGROUND

The City of McMinnville has a population of nearly 34,500 and is located approximately 35 miles southwest of Portland in the heart of Oregon's wine country. The City's Public Works Department is tasked with providing maintenance at City parks and open space areas. The City has the following objectives for this work:

- Maintain safety for the public and employees.
- Minimize threats such as theft, vandalism and damage to City owned facilities and properties.
- Enforce the City's parks code MCC12.36
- Provide security services in a cost effective and efficient manner in conjunction with City staff
- Provide security services in accordance with written specifications contained within this RFP, Contractor proposal and City policy.

C. SCOPE AND SCHEDULE OF WORK

Work shall include, but shall not be limited to the following:

1) SCOPE OF WORK

- A. Nightly Security Checks:** The Contractor shall provide one (1) unarmed, uniformed Private Security Professional and all related equipment, vehicles, and uniforms to provide nightly security checks and patrols at sites and frequencies designated in Attachment 3 and 4.
- B. Daytime Duty Officer:** Contractor shall provide one (1) unarmed, uniformed Private Security Professional and all related equipment, vehicles and uniforms to work seasonal and event related day shift hours as noted in Attachments 3 and 4.
- C.** Contractor shall abide by all state laws and ensure that each security professional is licensed as per Section 4 below.
- D.** Contractor's personnel shall be respectful and responsive to all park users and conduct themselves as a representative of the City of McMinnville at all times.

2) CONTRACTOR'S REPRESENTATIVE

Before starting the work, the Contractor shall designate an authorized representative in writing, who shall have complete authority to represent and to act for the Contractor in all directions given by the City's Project Manager or designee. The Contractor or the authorized representative shall

give sufficient supervision to the work, using the best skill and personal attention to the prosecution of the work.

Upon written request by the City's Project Manager, the Contractor shall promptly remove incompetent, careless or negligent employees or agents from performing work under this Contract. Failure to comply with such request is sufficient grounds for termination of the Contract.

3) CONTRACTOR'S WORK SCHEDULE

The Contractor will be responsible to provided Private Security Professional personnel for all hours and shifts as shown in Attachments 3 and 4. Any changes made to the schedule will be agreed upon by both parties in writing prior to the change.

4) LICENSES

Executive managers and Supervisory Managers shall be licensed by the DPSST (Department of Public Safety Standards & Training) , as required by ORS 181.870 and 191.875 (1)(b) and OAR 259-060-0130. Private Security Professionals shall be licensed by the DPSST, as required by ORS 191.875 and OAR 259-060-120.

5) LOCATIONS OF WORK

The primary locations of work are identified in Attachments #3 and #4.

Periodic unarmed security services may be requested at:

- Any City owned property or building.
- Any location of a City activity on property within Yamhill County

6) PARK RESTROOM CHECKS/OPEN SPACE SECURITY CHECKS PROCEDURES

- a) Restroom security checks may begin after magnetic lock systems are activated. The time varies with the time of year and seasonal schedules will be agreed upon by the Contractor and the City.
- b) Upon arrival, restroom doors should be closed and locked via the magnetic locking system. If so, Contractor shall override the lock system at the timer in the storage room of each restroom building checked.
- c) Contractor shall verify that restrooms are unoccupied. If so, Contractor shall reset the electronic locking system as directed and verify that the doors are locked before leaving the site. Should there be individuals occupying the restrooms, Contractor shall request that the individuals leave the building and the closed park. If the individuals decline to leave the park premises, Contractor shall call the McMinnville Police Department's non-emergency line (503.434.6500) for assistance. Contractor shall remain on site in a safe, secure position to monitor the individuals until law enforcement arrives.

- d) If the restroom doors are open/unlocked upon arrival, Contractor shall inspect for possible door tampering, verify the restrooms are unoccupied and ensure the doors are locked before leaving. If the restrooms are occupied, follow procedure noted in 6.c above.
- e) If the magnetic lock system fails, the Contractor shall deadbolt the doors as directed and notify City staff.
- f) Verify that all storeroom doors are secure and locked.
- g) Contact individuals in areas designated as “No Trespassing” and request that they leave immediately. If the individuals decline to leave, follow procedures as noted in 6.c above.
- h) Contact individuals in the park regarding violations of McMinnville Municipal Code 12.36.

Additions or changes to these procedures shall be communicated to the Contractor by the City as necessary.

7) DAY TIME DUTY OFFICER

- a) Contractor shall provide one (1) uniformed private security professional to act as a Park Ranger for the City on a seasonal basis as noted in Attachment 4.
- b) City staff will have the opportunity to interview and select proposed officers that would best fit with our team.
- c) Contractor shall provide a positive presence in the parks, on trails and at assigned events/activities, greeting patrons and helping them feel safe, answer questions, provide information on park rules and reduce bad behaviors and illegal activities in City parks.
- d) Provide rule enforcement for individuals who refuse to voluntarily comply when requested by City staff.
- e) Serve exclusions as necessary following City procedures and policies.
- f) Contact individuals in the parks regarding violations of McMinnville Municipal Code 12.36.
- g) Contact law enforcement and coordinate rule enforcement as necessary.
- h) Amend hours as scheduled due to changing conditions and behaviors as determined by the City and agreed upon in writing by both parties.

8) CONTRACTOR’S EQUIPMENT

The Contractor shall supply and maintain all necessary equipment to ensure the fulfillment of requirements of this RFP.

- a) Equipment shall include:
 - a. Badge or name tag: badge may not resemble local law enforcement badge
 - b. Flashlight: one working flashlight for each Private Security Professional assigned during hours of darkness
- b) Communications Equipment:
 - a. two-way radio and cellular phone.
- c) Uniforms:
 - a. Private Security Professionals uniforms shall be a color and style in general use by large security organizations and shall be readily distinguishable from those of state, county, and local law enforcement personnel. All uniforms shall be identical. Contractor is responsible for assuring that all Private Security Professionals maintain a neat appearance in accordance with contract standards.
 - b. Foul weather clothing, including raincoat, hat, boots and/or security jacket shall be required for those employees assigned to perform duties while exposed to cold and/or inclement weather conditions. All foul weather clothing must be identical in style and color for each Private Professional Security individual, and marked with the Contractor's identification, logo or name, or an insignia.
 - c. Any personal protective equipment such as retroreflective vests, steel toed shoes, ear protection, etc. that is required by OR-OSHA shall be provided by the Contractor.
- d) Vehicle Requirements:
 - a. Contractor shall provide a vehicle for each shift that is clearly marked as a security vehicle.
 - b. Vehicle shall be clean and neat in appearance.
 - c. Proper vehicle maintenance, servicing and fueling are the responsibility of the contractor. Vehicles may not be fueled in the Public Works Operations yard.

The Contractor's equipment and vehicles shall be maintained in good working condition throughout the life of this Contract. All equipment shall be fully operational at all times. Vehicles shall not leak oil or other fluids while in service performing work under this RFP.

Uniforms shall be washed and pressed for duty, and the proper wear and care of the uniforms shall be the Contractor's responsibility. It is the Contractor's responsibility to maintain and replace uniforms as necessary.

Vehicle breakdown will not be considered an acceptable excuse for failure to perform the contract work in accordance with the requirements of this RFP or the approved schedule. If necessary to complete the required work, the Contractor shall lease or rent vehicles that meets the equipment requirements of this RFP at no additional cost to the City.

Failure to comply with these requirements shall be just cause for termination of contract.

9) TRAINING

The City shall provide training for Contractor staff as necessary on City facilities, locking systems, over-rides, municipal code relating to parks (MMC 12.36), locations and pertinent policies as necessary.

10) REPORTING

- a) At the beginning of each nightly shift, Contractor's personnel shall check in with YCOM (503.434.6500). Contractor shall inform YCOM at the end of each shift as well.
- b) At the beginning of all day duty/event duty shifts, Contractor's personnel shall check in with City staff as directed. Contractor's personnel shall check out with designated staff at the end of day duty/event shifts as well.
- c) Contractor shall maintain as daily activity log throughout all shifts, documenting findings in each restroom or assigned security check point, any communications with law enforcement, enforcement actions taken, and any noting any suspicious activity, damage or vandalism found.
- d) Contractor shall report any immediate safety hazards to YCOM at 503.434.6500.
- e) Daily activity logs for nighttime security checks shall be submitted to the Park Maintenance Supervisor. Daily activity for daytime/event shifts shall be submitted to the Community Center Supervisor.

11) RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall do all the work and furnish all labor, materials, supervision, inspections, equipment, and uniforms necessary for the performance and completion of the project in accordance with the Contract.

Contractor shall employ only competent, skillful persons to do the work. Contractor shall keep competent supervisory personnel to monitor work performed under the Contract. Contractor shall give sufficient supervision to the work using the highest level of skill and attention.

Contractor shall provide adequate supervision and staff to ensure continuity in security operations as set forth in this RFP and maintain a direct line of communication with the City's Project Manager or designee.

Contractor shall provide backup/replacement Private Security Professionals to maintain full coverage of all duty positions at all time, notwithstanding absences (vacation, sickness, other) of regular Private Security Professionals. Backup/replacement Private Security Professionals shall meet same licensing requirements as regularly assigned Contractor personnel.

Contractor shall provide insurance coverage and certificates as required by the Standard Public Contract included with this RFP.

Contractor shall provide a 24-hour 7 day a week emergency contact. The contact shall have the capability of contacting Private Security Professionals by radio or cell phone and relaying instructions from the City.

12) CITY RESPONSIBILITIES

- City shall provide necessary keys and or codes to secure various locks and doors.
- City shall provide training as noted in Section 9 above.
- City shall provide pass codes as necessary for working with alarm monitoring companies.
- City shall provide space for vehicle storage at the Public Works Operations yard as necessary. Contractor's site parked vehicles subject to mischief shall be kept locked or

otherwise made inoperable whenever left unattended. The City shall not be responsible for any damage to stored vehicles not caused by City staff or operation.

13) PAYMENT SCHEDULE

On a monthly basis, the Contractor will submit an invoice to the City indicating all hours worked billed at contracted hourly rates.

The City shall pay the contractor within thirty (30) days of accepting the work and receipt of invoice.

14) TERM OF CONTRACT

The Contract anticipated by this RFP will be effective on January 1, 2024 and will expire, unless otherwise terminated or extended, on June 30, 2025. The parties may, upon written agreement, extend the contract annually for three additional one-year terms (to June 30, 2028).

The City's fiscal year is from July 1st to June 30th, and the continuation of the contract is subject to the availability of funding and the City Council's approval of funding in each fiscal year. The City reserves the right to terminate this contract at the end of a fiscal year should the City fail to appropriate sufficient funds to pay for the contract in the subsequent fiscal year.

Location	Address	Parking Lot	Shelter(s)	Restrooms	Nightly Checks	Scope
Wortman Park	2051 NE Lafayette Avenue	1	2	x	min 2	Clear and lock restrooms first patrol, check and clear shelters and park lots all visits
	East Side-off Lafayette	1	x	x	min 2	Clear and lock restrooms first patrol, check and clear shelters and park lots all visits
	West Side-off McDaniel	1			min 2	Check and clear parking lot all visits
Senior Center	2250 NE McDaniel Lane	1			min 2	Clear and lock restrooms first patrol, check and clear shelters and park lots all visits
Chegwyn Farms	3210 NE Hembree		x	x	min 2	Clear and lock restrooms first patrol, check and clear shelters and park lots all visits
Tice Park	2761 NE Westside Road	1		x	min 2	Clear and lock restrooms first patrol, check and clear shelters and park lots all visits
City Park	140 NW Park Drive	2	2	1	min 2	Clear and lock restrooms first patrol, check and clear shelters and park lots all visits
	Upper City/Lower City	1			min 2	Check and clear parking lot and surrounding area all visits
	Starmill					
Library	225 NE Adams St		1		min 2	Check and clear area all visits
	Front Covered Plaza				min 2	Check and clear area all visits
	Soper Square				min 2	Check and clear area all visits
	Rear Perimeter of Building	1			min 2	Check and clear parking lot all visits
Discovery Meadows Park	1300 SW Cypress Lane	1	2	1	min 2	Clear and lock restrooms first patrol, check and clear shelters and parking lots all visits
	Main Park off Cypress	1			min 2	Check and clear parking lot all visits
Thompson Park	1525 SE Morgan Lane	1	1	1	min 2	Clear and lock restrooms first patrol, check and clear shelters and parking lots all visits
Kiwanis Marine Park	1400 SE Brooks	1			min 2	Check and clear parking lot all visits
Joe Dancer Park	1650 SE Brooks St	1			min 2	Check and clear parking lot all visits
	Skate Park	1			min 2	Check and clear parking lot all visits
	Back Fields	1			min 2	Check and clear parking lot all visits
	Hub Fields	2			min 2	Check and clear parking lot all visits
	Main Lots	1			min 2	Check and clear parking lot all visits
Riverside Dog Park	1920 NE Riverside Drive	1			min 2	Check and clear parking lot all visits
Elmwood Ave Culvert	115 SW Elmwood Ave				min 2	Check and clear culvert and surrounding area all visits
Davis Dip Culvert	650 SE Davis St				min 2	Check and clear culvert and surrounding area all visits
5th St Parking Structure	500 SE Davis	1			min 2	Check for loitering individuals
	Lower level	1			min 2	Check for loitering individuals
	Upper level				min 2	Check for loitering individuals
	Stairwells				min 2	Check for loitering individuals

Attachment 3 4

Day Officer Duty Hours

End of June-End of August, 10 Weeks, hours may vary as needed, however generally they will be:

Monday:	12pm-6pm
Tuesday:	12pm-6pm
Wednesday:	12pm-6pm
Thursday:	12pm-6pm
Friday:	12pm-6pm

Notes:

- A. Duty officer will report to the Community Center (600 NE Evans) each shift unless otherwise directed or assigned.
- B. During the summer season, there will additional evening shifts for various Parks and Recreation activities, programs, or concerts.

Nightly Patrol Duty Hours

Year round, 7 days a week. Shift start time will vary seasonally, but generally will start 1 hour after sunset. Typical shift will be 6 hours in duration.

Additional hours and locations may be added as agreed upon by both parties.

EXHIBIT B

PARKS AND OPEN SPACE UNARMED SECURITY

COST PROPOSAL

TO: Honorable Mayor and City Council
City of McMinnville
230 NE Second Street
McMinnville, Oregon 97128

This Cost Proposal is submitted as an offer by the undersigned, having examined the Request for Proposal Documents, and considered all conditions to be encountered, to enter into a Standard Public Contract with the City of McMinnville (City) to furnish all labor, materials, and equipment, and to perform all work necessary to complete this project, in accordance with the Contract Documents, in consideration of the amounts stated in this Cost Proposal.

PROPOSAL AMOUNTS

The Proposer will provide the following items in accordance with the Request for Proposal requirements, for the prices listed. Further, the Proposer acknowledges that the following unit price bids are of a balanced nature not subject to change.

All quantities listed below are high-side estimates of an annual total. The listed total estimated annual bid cost amounts will only be used to evaluate the proposal. All payments shall be based upon the actual quantities of work performed at the listed unit pricing contained herein.

	ITEM	ESTIMATED QUANTITY	UNIT PRICE (AS NOTED)	TOTAL ESTIMATED ANNUAL BID COST ***
1	Nightly Patrols-Nov thru March	906 Hours per year	\$ <u>45</u> Per hour	\$ <u>40,727</u>
2	Nightly Patrols-April thru October	1,284 Hours per year	\$ <u>45</u> Per hour	\$ <u>57,780</u>
3	Day Officer-June-Aug (10 weeks)	300 Hours per year	\$ <u>45</u> Per hour	\$ <u>13,500</u>
4	Events, Emergency shifts	100 Hours per year	\$ <u>45</u> Per Hour	\$ <u>4,500</u>

*** NOTE: The total estimated annual bid cost amounts will only be used for the evaluation and comparison of the received proposals. Total annual estimated bid cost amount will be the sum of items #1-4.

The undersigned declares by the signing of this Proposal that the bid prices include the entire cost of each item of work set forth in the Request for Proposal Documents, and the Proposer has prepared the Cost Proposal so that the bid for each item is complete.

NON-DISCRIMINATION STATEMENT:

By signing and submitting this Proposal to the City, the Proposer certifies that, per ORS 279A.110, it has not discriminated against any minority, women, or emerging small business enterprises in obtaining any subcontracts.

RESIDENT/NONRESIDENT BIDDER STATUS:

Oregon law requires that the Owner, in determining the lowest responsive bidder, must add a percent increase on the bid of a nonresident bidder equal to the percent, if any, of the preference given to that bidder in the state in which that bidder resides. Consequently, each bidder must indicate whether it is a resident or nonresident bidder. A resident bidder is a bidder that has paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of this bid, has a business address in Oregon, and has stated in its bid whether the bidder is a "resident bidder". A "nonresident bidder" is a bidder who is not a resident bidder.

The bidder listed above is (check one):

1. A resident bidder

☒

2. A nonresident bidder

☐

Indicate state in which bidder resides: Oregon

ADDENDA:

By signing and submitting this Proposal to the City, Proposer represents that it has examined and carefully studied the Contract Documents, and other data identified in the Contract Documents, and the following Addenda, receipt of which is hereby acknowledged:

	<u>ADDENDUM NO.</u>	<u>ADDENDUM DATE</u>
ALL	1112-03	9/14/23
ALL	1112-03	9/14/23

SIGNATURE OF PROPOSER:

Name of Bidder: NAS Security Services LLC

Signature of Authorized Agent:  9/14/23
(Date)

Title: CEO

(SEAL)

Business Address: 19565 NE Highway 240
Newberg, Or. 97132

Phone #: (503) 538-2495
CELL (971) 563-3298

CHANGE ORDER NO. 1

to the

GOODS AND SERVICES CONTRACT

For

PARKS AND OPEN SPACE UNARMED SECURITY SERVICES

This Change Order No. 1 amends the Goods and Services Contract, dated February 1, 2024, between the City of McMinnville (City) and NAS Security Services (Contractor) for the Parks and Open Space Unarmed Security Project.

The parties mutually covenant and agree as follows:

1. SCOPE OF WORK

The scope of work shall be amended to add an additional 20 hours per week of unarmed security services at the McMinnville Public Library, including inside and outside the library, including the plaza, native plant garden, parking lot and park area immediately surrounding the library.

2. CONTRACT SUM

The price of the Goods and or Services for this change order is as follows:

NOT TO EXCEED THIRTY-THREE THOUSAND THREE HUNDRED DOLLARS (\$33,300)

3. OTHER CONDITIONS/REQUIREMENTS

The terms and conditions of the Contract, except as modified herein, dated February 1, 2024, remain in full force and effect.

For the City:

Approved:

By:

Print Name: Jeff Towery

Title: City Manager

Approved as to Form:

David Ligtenberg
David Ligtenberg City Attorney

For the Contractor:

Approved:

By:

Print Name: Michael Brandt

Title: CEO

10/29/24

Date



STAFF REPORT

DATE: June 24, 2025
TO: Jeff Towery, City Manager
FROM: David Ligtenberg, City Attorney
SUBJECT: Resolution No. 2025-32, authorizing an amendment to the Purchase and Sale Agreement between the City and McMinnville Water and Light (December 18, 2024) allowing City authorization for leases of the property prior to closing of the sale.

Report in Brief:

The City entered a Purchase and Sale Agreement with McMinnville Water and Light for purchase of the Miller Property. Parties wish to amend the Agreement to allow for farm leases of the vacant property prior to closing of the sale to the City.

Background and Discussion:

On December 18, 2024, the City and McMinnville Water and Light ("MWL") executed a Purchase and Sale Agreement toward the City's purchase of the "Miller Property." That Agreement included a term indicating that MWL had no existing leases on the property and would enter into no new lease prior to closing.

Due to the nature of the property transaction, closing for the Agreement was to occur within about two years of its execution, allowing the City to seek and secure bond funding for the purchase. Because of the lengthy time, MWL has reconsidered the provisions regarding leases and believes the property would be best served with a new farm lease which would, at least, maintain the property rather than requiring payment for minimal maintenance.

The proposed amendment would allow City authorization of new leases on the Miller Property and would require MWL to terminate any such leases prior to closing.

Attachments:

Resolution No. 2025-32

Fiscal Impact:

N/A

RESOLUTION NO. 2025-32

A Resolution authorizing an amendment to the Purchase and Sale Agreement between the City and McMinnville Water and Light (December 18, 2024) allowing City authorization for leases of the property prior to closing of the sale.

RECITALS:

Whereas, on December 18, 2024, the City of McMinnville and McMinnville Water and Light ("MWL") entered into a Purchase and Sale Agreement for real property known as the "Miller Property"; and

Whereas, the Agreement precluded MWL from entering into leases for the property prior to closing, which term was set roughly 2 years from execution of the Agreement; and

Whereas, upon reconsideration, leasing of the property for farming would serve the property and MWL's interests prior to closing; and

Whereas, the parties wish to amend the Agreement to allow such leases and require that any be terminated prior to closing.

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

1. That the City Manager or a designee execute an amendment, in a form acceptable to the City Attorney, to the December 18, 2024 Purchase and Sale Agreement with McMinnville Water and Light to allow for leasing of the property with written approval of the City Manager and termination of any such leases prior to closing.
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 24th day of June, 2025 by the following votes:

Ayes: _____

Nays: _____

Approved this 24th day of June 2025.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

STAFF REPORT

DATE: June 24, 2025
TO: Mayor and City Councilors
FROM: Katie Henry, Finance Director
SUBJECT: FY2024-25 Budget Amendment Resolution

Report in Brief: In preparing for the FY2025-26 budget, staff has completed a thorough review of all financial activities year to date, revised expectations for the remainder of the year, and proposed related budget transfers and amendments. These are presented in the attached report for consideration to be adopted into the City's budget for FY2024-25.

Discussion of Budget Amendment

1) General Fund

- a. Parks & Recreation. The retirement of the Parks and Recreation Director at the end of May 2024 was not included in the original budget. This cost of \$15,000 is being transferred from contingency.
- b. Library. The library has received more donations than originally anticipated both in overall donations and from the Friends of the Library. Some of these funds have required purchases to be eligible for the donations. Both the revenue and the expense side of these donations of \$40,000 are included in this amendment.

2) Street Fund

- a. Retirement of an employee: This unbudgeted expense added \$20,000 to Street Program.
- b. Prior year PERS contribution correction: This correction was for the same employee noted above and was an additional unanticipated expense of \$20,000.
- c. A 10 yard dump truck was purchased from McMinnville Water & Light in February 2025. We are requesting the difference between the cost of the vehicle (\$15,000) and the remaining budget in the capital line (\$3,000) to be transferred from contingency to ensure adequate budget authority through year end.

3) Insurance Services Fund

- a. Unanticipated revenue was received from SAIF as a rebate on worker's compensation (\$20,000).
- b. A police vehicle was replaced out of the insurance fund. Initial budgeted amount for vehicle replacement was only \$30,000 while Police cars, when upfitted, cost about \$60,000. We are requesting the difference between the additional \$20,000 in revenue mentioned above and the \$30,000 needed for vehicle replacement, to be transferred from contingency.

The proposed budget adjustment by account is found in Appendix A. The proposed adjustment at the appropriation level is in Exhibit A to the Resolution.

Fiscal Impact:

This action increases appropriations in the General Fund by \$40,000, does not impact total appropriations in the Street Fund, and increases appropriations in the Insurance Services Fund by \$20,000. It does not impact budgeted ending fund balance in any of these funds.

Council Options:

1. Adopt the FY2024-25 budget amendment as presented. This is staff's recommendation.
2. Do not adopt the proposed FY2024-25 budget amendment. This could result in audit findings if the City were to exceed budget authority during the final weeks of the fiscal year and while accounting for year end closeout.

Documents:

1. Appendix A
2. Resolution 2025-27 FY2024-25 Final Budget Amendment
3. Exhibit A

Appendix A

1) General Fund

a. Revenues

Full account	Account Description	Increase/ (Decrease)
01-21.6440	Donations - Library	9,500
01-21.6440-15	Donations - Library Friends of the Library	30,500
Total Revenues General Fund		40,000

b. Expenses

Full account	Account Description	Increase/ (Decrease)
01-17-001.7000-05	Salaries & Wages Regular Full Time	15,000
01-21.8160	Donations - Library	9,500
01-21.8160-40	Donations - Library Friends of the Library	30,500
01-99.9800	Contingencies	(15,000)
Total Expenses General Fund		40,000

2) Street Fund

Full account	Account Description	Increase/ (Decrease)
20.7000-05	Salaries & Wages Regular Full Time	20,000
20.7300-15	Fringe Benefits PERS - OPSRP - IAP	20,000
20.8710	Equipment	12,000
20.9800	Contingencies	(52,000)
Total Expenses Street Fund		-

3) Insurance Services Fund

a. Revenues

Full account	Account Description	Increase/ (Decrease)
85.6600	Other Income	20,000
Total Revenues Insurance Services Fund		20,000

b. Expenses

Full account	Account Description	Increase/ (Decrease)
85.8850-10	Vehicles Replacement	30,000
85.9800	Contingencies	(10,000)
Total Expenses Insurance Services Fund		20,000

RESOLUTION NO. 2025-27

A Resolution adopting a supplemental budget for fiscal year 2024-25 and making appropriation transfers.

RECITALS:

Whereas, this resolution proposes a supplemental budget for the General Fund, Street Fund, and Insurance Services Fund; and

Whereas, this supplemental budget is to accommodate unknown circumstances at the time the budget was adopted based on a Year-End Review of the City's budget status; and

Whereas, Oregon Local Budget Law allows a local government to prepare a supplemental budget when circumstances were unknown at the time the budget was prepared thus requiring a change in financial planning (ORS 294.471); and

Whereas, the General Fund's new revenue that was not known at the time of the budget was adopted comes from donations to the Library of \$40,000; and

Whereas, General Fund added appropriation for Parks & Recreation for retirement cash out (\$15,000) is funded by transfer of contingency; and

Whereas, Street Fund added appropriation for Street program (\$52,000), made up of retirement cash out (\$20,000), prior year retirement contribution corrections (\$20,000) and a vehicle purchase (\$12,000), is funded by transfer of contingency; and

Whereas, the Insurance Services Fund new revenue that was not known at the time the budget was adopted was a rebate from worker's compensation (\$20,000); and

Whereas, the added appropriation for the Insurance Services program (\$30,000) is funded in part by the rebate above and in part by a contingency transfer (\$10,000);and

Whereas, the governing body must adopt a resolution to adopt the supplemental budget and make any necessary appropriations; and

Whereas, the supplemental budget for expenditures in the General Fund, Street Fund, and Insurance Services Fund are not changed by more than 10%, and therefore a public hearing is not required for this reason.

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

1. **Adopt the following Budget Amendment:** The Common Council of the City of McMinnville adopts the following Budget Amendment for 2024-2025 in the General Fund, Street Fund, and Insurance Services Fund.

2. **Make Supplemental Appropriations:** The additional appropriations for fiscal year 2024-25 are hereby appropriated as detailed in Exhibit A.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 24th day of June 2025 by the following votes:

Ayes: _____

Nays: _____

Approved this 24th day of June 2025.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

Exhibit A: Detailed supplemental appropriations.

Exhibit A

	Mid-Year Amended Budget	Budget Adjustment	Final Amended Budget
General Fund:			
Resources:			
Miscellaneous	\$ 1,154,948	\$ 40,000	\$ 1,194,948
All other resources unchanged	37,829,181	-	\$ 37,829,181
Total Resources	\$ 38,984,129	\$ 40,000	\$ 39,024,129

Requirements:			
Parks & Recreation	\$ 4,151,983	\$ 15,000	\$ 4,166,983
Library	2,935,490	40,000	\$ 2,975,490
Contingency	1,962,400	(15,000)	\$ 1,947,400
All other requirements unchanged	29,934,256	-	\$ 29,934,256
Total Requirements	\$ 38,984,129	\$ 40,000	\$ 39,024,129

Street Fund:			
Resources:			
All resources unchanged	\$ 5,151,045	\$ -	\$ 5,151,045

Requirements:			
Street Program	\$ 2,828,208	\$ 52,000	\$ 2,880,208
Contingencies	500,000	(52,000)	448,000
Total Requirements	\$ 3,328,208	\$ -	\$ 3,328,208

Insurance Services Fund:			
Resources:			
Miscellaneous	\$ 128,335	\$ 20,000	\$ 148,335
All other resources unchanged	1,718,930	-	1,718,930
	\$ 1,847,265	\$ 20,000	\$ 1,867,265

Requirements:			
Insurance Services Program	\$ 1,354,465	\$ 30,000	\$ 1,384,465
Contingencies	150,000	(10,000)	140,000
All other requirements unchanged	342,800	-	342,800
	\$ 1,847,265	\$ 20,000	\$ 1,867,265

STAFF REPORT

DATE: June 24, 2025
TO: Jeff Towery, City Manager
FROM: Katie Henry, Finance Director
SUBJECT: A Resolution adopting the budget for fiscal year beginning July 1, 2025; making the appropriations; imposing the property taxes; and categorizing the property taxes

Strategic Priority and Goal:



CITY GOVERNMENT CAPACITY

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

Report in Brief:

This Resolution adopts the FY2025-26 budget for the City of McMinnville fiscal year beginning July 1, 2025. It makes appropriations, imposes property taxes, and categorizes the property taxes, as required by the Oregon Revised Statutes (ORS).

Discussion:

Oregon Revised Statute (ORS) 294.456 requires the City to enact a resolution to adopt the City's budget for the upcoming fiscal year prior to the end of the year that is closing. The City of McMinnville will typically schedule this resolution for the last Council meeting of the fiscal year.

ORS 294.456 also allows the City Council to make changes to the budget that was approved by the Budget Committee. If a change increases expenditure by more than 10 percent, the City must publish a revised financial summary and hold a second budget hearing before the adjusted budget can be adopted. For the FY2025-26 budget some changes have been made since the budget was approved by the Budget Committee on May 23, 2025, and no fund has an expenditure increase of over 10%.

The attached schedule shows the difference for each fund between the approved and appropriation budget by appropriation category. The notated reasons for the changes are as follows:

1. The addition of Police and Municipal Court positions has ramifications to the Insurance Services Fund as Workers' Comp expense is processed through that fund. Although no additional appropriations are needed, we anticipate a small increase in the revenues and therefore ending fund balance of \$7,599.
2. The purchase of software for the Municipal Court was approved as an appropriation of the general fund of \$151,000. These types of purchases need to

be recorded through the Information Services (IS) Fund. The appropriations will show up in both the General Fund and the Information Services Fund as the Municipal Court will “pay charges” to IS.

3. General Fund support of Yamhill County Crisis Outreach Services needs to be added into the Grant and Special Assessment Fund to add to the remaining ARPA funds of \$15,000 for the committed amount of \$20,000. This adds a \$5,000 transfer out of the general fund and a corresponding increase in Grant and Special Assessment Fund ending fund balance.
4. A small clerical error was found in the principal versus interest payment of the ODOT Loan – Newberg/Dundee Bypass. This has no impact on appropriations in the Transportation Fund but simply moves \$4,131 between principal and interest so that the line items match the debt amortization schedule.

The City of McMinnville budget for FY2025-26 includes an underlevy of \$0.50 per \$1,000 in taxable value of the city’s permanent property tax rate for general city services.

The resolution includes the following elements:

1. adopting the budget for the fiscal year beginning July 1, 2025, in the amount of \$121,454,284
2. making appropriations in the amount of \$84,096,394
- 3a. imposing the property taxes at the City of McMinnville’s permanent property tax rate of \$4.5200 per \$1,000 assessed value¹ for general operations
- 3b. imposing property tax in the amount of \$3,022,110 for general obligation bond debt service

Fiscal Impact:

Enacting the annual budget allows the city to impose property taxes, the largest source of unrestricted general fund revenues to support public services, estimated at \$16.1 million² in FY2025-26. Passing this resolution is also a requirement to be able to draw down the resources to pay for voter-approved bond measures.

Council Action Options:

1. Approve the resolution – staff recommendation. This will allow the City to draw property tax for the General Fund and voter approved bond measures
2. Approve the resolution with amendments. The Council could opt to make changes within statutory limits to the budget approved by the Budget Committee. Reductions in the budget or tax levy are permitted, increases must be within 10% of a fund’s appropriation total.
3. Reject the resolution. This action would result in forfeiting property tax revenue for the City in the FY2025-26 year.

Attachments:

1. FY2025-26 Approved to Adopted Budget Proposed Changes summary
2. FY2025-26 Approved to Adopted Budget Proposed Changes line-item detail
3. Resolution 2025-28

¹ McMinnville’s permanent rate of \$5.02 - \$0.50 = \$4.52 per \$1,000 taxable property value

² Estimates of current year tax include a reduction factor to account for delinquent tax payments

FY2025-26 Approved Budget to Adopted Budget

City of McMinnville Summary Schedule

Fund, Dept and Budget Category	FY26 Approved Budget	City Council Changes	FY26 Adopted Budget
General Fund			
Administration	2,380,153		2,380,153
Finance	958,023		958,023
Engineering	1,818,832		1,818,832
Community Development	2,499,963		2,499,963
Police	12,525,945		12,525,945
Muni Court	960,924		960,924
Parks & Recreation	3,678,467		3,678,467
Park Maint	2,610,763		2,610,763
Library	2,630,418		2,630,418
Non-dept Expense	171,580		171,580
Debt	626,502		626,502
Transfers	1,751,762	5,000	1,756,762 ³
Contingency	1,500,000		1,500,000
General Fund Total	34,113,332	5,000	34,118,332
Grant and Special Assessment Fund			
Program	162,457		162,457
Transfers	12,643		12,643
Contingency	25,000	5,000	30,000 ³
Special Assessment Total	200,100	5,000	205,100
Transient Lodging Fund			
Program	1,478,022		1,478,022
Transfers	669,478		669,478
Transient Lodging Fund Total	2,147,500	0	2,147,500
Affordable Housing Fund			
Program	4,093,024		4,093,024
Transfers	10,000		10,000
Contingency	0		0
Affordable Housing Fund Total	4,103,024	0	4,103,024
Telecommunications Fund			
Program	173,050		173,050
Contingency	1,500		1,500
Telecommunications Fund Total	174,550	0	174,550

FY2025-26 Approved Budget to Adopted Budget

City of McMinnville Summary Schedule

Fund, Dept and Budget Category	FY26 Approved Budget	City Council Changes	FY26 Adopted Budget
Emergency Communications Fund			
Program	716,876		716,876
Debt	37,173		37,173
Transfers	2,371		2,371
Contingency	50,000		50,000
Emergency Comms Fund Total	806,420	0	806,420
Street Fund			
Program	2,859,351		2,859,351
Transfers	323,281		323,281
Contingency	500,000		500,000
Street Fund Total	3,682,632	0	3,682,632
Airport Maintenance Fund			
Program	2,001,555		2,001,555
Transfers	70,518		70,518
Contingency	300,000		300,000
Airport Maintenance Fund Total	2,372,073	0	2,372,073
Transportation Fund			
Program	2,529,410		2,529,410
Debt	201,248	0	201,248 ⁴
Transfers	139,952		139,952
Contingency	0		0
Transportation Fund Total	2,870,610	0	2,870,610
Park Development Fund			
Program	1,435,290		1,435,290
Transfers	63,889		63,889
Contingency	0		0
Park Development Fund Total	1,499,179	0	1,499,179
Debt Service Fund			
Debt	2,998,500		2,998,500
Debt Service Total	2,998,500	0	2,998,500
Building Fund			
Program	915,054		915,054
Transfers	79,533		79,533
Contingency	200,000		200,000
Building Fund Total	1,194,587	0	1,194,587

FY2025-26 Approved Budget to Adopted Budget

City of McMinnville Summary Schedule

Fund, Dept and Budget Category	FY26 Approved Budget	City Council Changes	FY26 Adopted Budget
Stormwater Operations Fund			
Program	0		0
Stormwater Ops Fund Total	0	0	0
Stormwater Capital Fund			
Program	500,000		500,000
Stormwater Capital Fund Total	500,000	0	500,000
Wastewater Services Fund			
Program	6,370,355		6,370,355
Transfers	6,281,234		6,281,234
Contingency	900,000		900,000
WW Services Fund Total	13,551,589	0	13,551,589
Wastewater Capital Fund			
Program	6,854,170		6,854,170
Transfers	554,925		554,925
Contingency	2,500,000		2,500,000
Wastewater Capital Fund Total	9,909,095	0	9,909,095
Information Services Fund			
Program	1,860,517	151,000	2,011,517 ²
Contingency	75,000		75,000
Information Services Fund Total	1,935,517	151,000	2,086,517
Insurance Services Fund			
Program	1,644,187		1,644,187
Transfers	82,499		82,499
Contingency	150,000		150,000
Insurance Services Total	1,876,686	0	1,876,686

FY2025-26 Approved Budget to Adopted Budget

City of McMinnville Summary Schedule

Fund, Dept and Budget Category	FY26 Approved Budget	City Council Changes	FY26 Adopted Budget
Total City of McMinnville Appropriation			
Program	63,828,386	151,000	63,979,386
Debt	3,863,423	0	3,863,423
Transfers	10,042,085	5,000	10,047,085
Contingency	6,201,500	5,000	6,206,500
City of McMinnville	83,935,394	161,000	84,096,394
Unappropriated and Designated Ending Fund Balances			
General Fund	3,994,632	(5,000)	3,989,632 ³
Grant and Assessment Fund	0		0
Affordable Housing Fund	403		403
TLT, Telcom, Emerg Comm Funds	119,618		119,618
Street Fund	610,483		610,483
Airport Maintenance Fund	479,798		479,798
Transportation Fund	5,685,503		5,685,503
Park Development Fund	2,990,174		2,990,174
Debt Service Fund	216,950		216,950
Building Fund	1,641,443		1,641,443
Stormwater Ops Fund	0		0
Stormwater Capital Fund	0		0
Wastewater Services + Capital	21,302,973		21,302,973
Internal Service Funds	313,314	7,599	320,913 ¹
	37,355,291	2,599	37,357,890
Total City of McMinnville Budget	121,290,685	163,599	121,454,284

¹ Addition of Police & Muni Court personnel has additional Workers' Comp expense collected and moved to Insurance Services Fund, which increases Unappropriated Ending Fund Balance

² New Municipal Court Software (to be purchased from Fund 80 and revenue transferred in from General Fund - net fund balance impact in Fund 80 is zero)

³ General Fund support of Yamhill County Crisis Outreach Svcs

⁴ Update to match ODOT Loan - Newberg/Dundee Bypass amortization schedule (net impact to expense)

City of McMinnville

FY26 Adopted Budget Detail with City Council Chgs

Line Item Detail	FY26 Approved Budget	City Council Changes	FY26 Adopted Budget	Notes
Fund 01 - General Fund				
<u>01-99 Transfers Out</u>				
9700-05 Transfers Out Special Assessments	10,000	5,000	15,000	Gen Fd support of YC Crisis Outreach Svcs
<u>01-99 Non-departmental Ending Fund Balances</u>				
9999 Unappropriated Ending Fund Balance	2,175,991	(5,000)	2,170,991	Gen Fd support of YC Crisis Outreach Svcs
General Fund Expense Total Change		0		
Fund 05 - Grants and Special Assessments				
Revenue				
<u>Transfer in Revenue</u>				
05.6900-01 Transfers In General Fund	10,000	5,000	15,000	Gen Fd support of YC Crisis Outreach Svcs
Grants and Special Assessments Fund Revenue Total Change		5,000		
Expenses				
<u>Contingency</u>				
9800 Contingency	25,000	5,000	30,000	Gen Fd support of YC Crisis Outreach Svcs
Grants and Special Assessments Fund Expense Total Change		5,000		
Fund 45 - Transportation				
Expenses				
<u>Debt Service</u>				
9472-05 ODOT Loan - Newberg/Dundee Bypass-Principal	143,410	4,131	147,541	Update to match amortization schedule
9472-10 ODOT Loan - Newberg/Dundee Bypass-Interest	57,838	(4,131)	53,707	
Transportation Fund Expense Total Change		0		

Line Item Detail	FY26 Approved Budget	City Council Changes	FY26 Adopted Budget	Notes
Fund 80 - Information Services				
Revenue				
Program Revenue				
6000-01 Charges for Equipment & Services - General	831,184	151,000	982,184	New Municipal Court Software
Information Services Revenue Total Change		151,000		
Expenses				
Program Expense				
7840-25 M&S Computer Charges - Municipal Court	7,500	151,000	158,500	New Municipal Court Software
			0	
Information Services Fund Expense Total Change		151,000		
Fund 85 - Insurance Services				
Revenue				
Program Revenue				
6070 Workers' Compensation Insurance	337,839	7,599	345,438	Personnel additions - Police Dept & Municipal Court staff. (addt'l WC collected to transfer to Fund 85
Insurance Services Revenue Total Change		7,599		
Expenses				
Program Expense				
Ending Fund Balance				
9999 Unappropriated Ending Fd Balance	122,901	7,599	130,500	Personnel additions - Police Dept & Municipal Court staff. (addt'l WC collected to transfer to Fund 85
Insurance Services Fund Expense Total Change		7,599		
Total additional adopted appropriations and changes in fund balance		163,599		

RESOLUTION NO. 2025-28

A Resolution adopting the budget for the fiscal year beginning July 1, 2025; making the appropriations; imposing the property taxes; and categorizing the property taxes.

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

1. Adopting the Budget: The City Council for the City of McMinnville hereby adopts the budget for 2025 - 2026, now on file at City Hall, 230 NE Second Street McMinnville, Oregon, as approved by the Budget Committee and amended by the City Council, in the sum of **121,454,284**

2. Making Appropriations: The amounts for the fiscal year beginning July 1, 2025 are for the purposes shown below and are hereby appropriated as follows:

General Fund

Administration	2,380,153
Finance	958,023
Engineering	1,818,832
Community Development	2,499,963
Police	12,525,945
Municipal Court	960,924
Parks & Recreation	3,678,467
Park Maintenance	2,610,763
Library	2,630,418
Not Allocated to Organizational Unit or Program:	
Unemployment	10,080
Billing Services	161,500
Debt Service	626,502
Transfers Out To Other Funds	1,756,762
Operating Contingencies	1,500,000

Total General Fund Appropriation	\$	34,118,332
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Grant and Special Assessment Fund

Community Assessments	162,457
Transfers Out To Other Funds	12,643
Operating Contingencies	30,000

Total Grant and Special Assessment Fund Appropriation	\$	205,100
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Transient Lodging Tax Fund

Tourism Promotion and Programs	1,478,022
Transfers out to Other Funds	669,478
Total Transient Lodging Tax Fund Appropriation	\$ <u>2,147,500</u>
Affordable Housing Fund	
Affordable Housing Programming	4,093,024
Transfers Out To Other Funds	10,000
Total Affordable Housing Fund Appropriation	\$ <u>4,103,024</u>
Telecommunications Fund	
Public Education Access	173,050
Operating Contingencies	1,500
Total Telecommunications Fund Appropriation	\$ <u>174,550</u>
Emergency Communications Fund	
911 Emergency Communications	716,876
Debt Service	37,173
Transfers out to Other Funds	2,371
Operating Contingencies	50,000
Total Emergency Communications Fund Appropriation	\$ <u>806,420</u>
Street Fund	
Street Maintenance and Improvements	2,859,351
Transfers Out To Other Funds	323,281
Operating Contingencies	500,000
Total Street Fund Appropriation	\$ <u>3,682,632</u>
Airport Maintenance Fund	
Airport Maintenance and Operations	2,001,555
Transfers Out To Other Funds	70,518
Operating Contingencies	300,000
Total Airport Maintenance Fund Appropriation	\$ <u>2,372,073</u>

Transportation Fund

Street Capital Improvements	2,529,410
Debt Service	201,248
Transfers Out To Other Funds	139,952

Total Transportation Fund Appropriation \$ 2,870,610

Park Development Fund

Park Acquisition and Improvements	1,435,290
Transfers Out To Other Funds	63,889

Total Park Development Fund Appropriation \$ 1,499,179

Debt Service Fund

General Obligation Bond Debt Service	<u>2,998,500</u>
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Total Debt Service Fund Appropriation \$ 2,998,500

Building Fund

Building Plan Review and Inspection	915,054
Transfers Out To Other Funds	79,533
Operating Contingencies	200,000

Total Building Fund Appropriation \$ 1,194,587

Stormwater Capital Fund

Stormwater Capital Improvements	500,000
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Total Stormwater Capital Fund Appropriation \$ 500,000

Wastewater Services Fund

Wastewater Services Program	6,370,355
Transfers Out To Other Funds	6,281,234
Operating Contingencies	900,000

Total Wastewater Services Fund Appropriation \$ 13,551,589

Wastewater Capital Fund

Sewer Capital Improvements	6,854,170
Transfers Out To Other Funds	554,925
Project Contingencies	2,500,000

Total Wastewater Capital Fund Appropriation \$ 9,909,095

Information Systems & Services Fund	
Information Technology Services	2,011,517
Operating Contingencies	75,000
Total Information Systems & Services Fund Appropriation	\$ 2,086,517
Insurance Services Fund	
Property, Liability and Workers Compensation Insurance	1,644,187
Transfers Out To Other Funds	82,499
Operating Contingencies	150,000
Total Insurance Services Fund Appropriation	\$ 1,876,686
Total Appropriations, All Funds	\$ 84,096,394
Total Unappropriated and Reserved Amounts, All Funds	37,357,890
Total Adopted Budget	121,454,284

3. Imposing & Categorizing Property Taxes: The City Council for the City of McMinnville hereby imposes the property taxes provided for in the Adopted Budget at the rate of \$4.5200 per \$1,000 of assessed value for general operations and in the amount of \$3,022,110 for general obligation bond debt service; and that these taxes are hereby imposed and categorized for tax year 2025 - 2026 upon the assessed value of all taxable property within the City.

	Subject to General Government Limitation	Excluded from General Government Limitation
General Fund	\$4.5200 / \$1,000	
General Obligation Bond Debt Service Fund		3,022,110
Category Totals	\$4.5200 / \$1,000	3,022,110

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 24th day of June 2025 by the following votes:

Ayes: _____

Nays: _____

Approved this 24th day of June 2025.

MAYOR

Approved as to form

Attest

CITY ATTORNEY

CITY RECORDER

STAFF REPORT

DATE: June 24, 2025
TO: City Council
FROM: Vicki Hedges, Human Resources Director
SUBJECT: Resolution No. 2025-31, A Resolution Approving the Hiring Process for an Interim City Manager



CITY GOVERNMENT CAPACITY

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

OBJECTIVE/S: Identify and focus on the City's core services

Report in Brief: The purpose of this report is to provide the City Council with an overview and options related to the hiring process for an Interim City Manager following the recent vacancy in the City Manager position. The report outlines the recommended process and timeline to ensure continued leadership and minimal disruption to city operations.

Background and Discussion: The City Manager, Jeff Towery, has submitted his resignation. In accordance with the City Charter, the City Council holds the authority to appoint an Interim City Manager to serve until a permanent appointment is made. Filling this role with an interim appointment is critical to maintain operational continuity, staff oversight, and direction on key projects.

Staff recommend that the City Council adopt by resolution the following hiring standards, criteria, and policy directives: Consider initiating a formal recruitment for an interim appointment through a public posting or executive search firm. This may offer a broader candidate pool but requires more time than a direct appointment. Ideal candidates should have municipal experience and demonstrated ability to perform Interim City Manager functions.

Proposed Process and Timeline:

- Initial phase: Council work session to determine preferences within adopted hiring standards, criteria, and policy directives.
- Recruitment and Outreach: Post position publicly, conduct outreach and host interviews.
- Selection and Appointment Phase: Council selects and formally appoints an Interim City Manager through a resolution.

Attachments:

Resolution No. 2025-31

Updated on 06.18.2025

1 of 1

RESOLUTION NO. 2025-31

A Resolution Authorizing Staff to Initiate a Formal Recruitment Process for an Interim City Manager.

RECITALS:

Whereas, On June 2, 2025, the City Manager, Jeff Towery, has submitted their resignation, creating a vacancy in the City's chief executive leadership role; and

Whereas, pursuant to the City Charter, the City Council has the authority to appoint an Interim City Manager to serve in this capacity until a permanent City Manager is appointed; and

Whereas, the appointment of an Interim City Manager is necessary to ensure operational continuity, provide leadership to city staff, and maintain oversight on key projects and initiatives; and

Whereas, the City Council has reviewed a staff report recommending hiring standards, criteria, and policy directives which include a recruitment process for selecting an Interim City Manager through a public posting, which is anticipated to provide a broad and well-qualified candidate pool; and

Whereas, the proposed recruitment process includes a work session to refine details within the adopted hiring standards, criteria, and policy directives in the initial phase, posting, outreach, and interviews during the recruitment and outreach phase, and appointment of the Interim City Manager via resolution in the Selection and Appointment phase.

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

1. The City Council hereby approves the initiation of a formal recruitment process for an Interim City Manager to be conducted through a public posting.
2. Ideal candidates should have municipal experience and demonstrated ability to perform Interim City Manager functions.
3. The City Council directs the Human Resources Director to facilitate the recruitment process, including preparation of materials, posting of notices, coordination of interviews, and presentation of candidates.
4. The City Council intends to appoint an Interim City Manager by resolution, following the process outlined in the staff report dated June 24, 2025.
5. This Resolution shall take effect immediately upon its adoption.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 24th day of June, 2025 by the following votes:

Ayes: _____

Nays: _____

Approved this 24th day of June 2025.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder