

**Special Called City Council Meeting Agenda  
Wednesday, November 12, 2025  
5:30 p.m. – Work Session Meeting  
7:00 p.m. – City Council Meeting  
SPECIAL CALLED CITY COUNCIL EXECUTIVE SESSION – to immediately follow the  
Special Called City Council Meeting (CLOSED TO THE PUBLIC)**

*Welcome! The public is strongly encouraged to participate remotely but there is seating at Civic Hall for those who are not able to participate remotely. However, if you are not feeling well, please stay home and take care of yourself.*

*The public is strongly encouraged to relay concerns and comments to the Council in one of four ways:*

- *Attend in person and fill out a public comment card*
- *Email at any time up to **noon on Monday, November 10th** to [CityRecorderTeam@mcminnvilleoregon.gov](mailto:CityRecorderTeam@mcminnvilleoregon.gov)*
- *If appearing via telephone or ZOOM, please sign up prior by **noon on Monday, November 10th** by emailing the City Recorder at [CityRecorderTeam@mcminnvilleoregon.gov](mailto: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.***

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

[mcm11.org/live](http://mcm11.org/live)

**SPECIAL CALLED WORK SESSION & SPECIAL CALLED COUNCIL MEETING:**

*You may join online via Zoom Webinar Meeting:*

<https://mcminnvilleoregon.zoom.us/j/82898703276?pwd=pmFl9lI3zqO2037PkibTlcq1ti150S.1>

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

*Webinar ID: 828 9870 3276*

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

1. CALL TO ORDER
2. CITY COMMITTEE REVIEW AND DISCUSSION
3. ADJOURNMENT OF SPECIAL CALLED WORK SESSION

**7:00 PM – SPECIAL CALLED COUNCIL MEETING – VIA ZOOM AND SEATING AT CIVIC HALL**

1. CALL TO ORDER & ROLL CALL
2. PLEDGE OF ALLEGIANCE

3. INVITATION TO COMMUNITY MEMBERS FOR PUBLIC COMMENT –

*The Mayor will announce that any interested audience members are invited to provide comments. Anyone may speak on any topic other than: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some future date. The Mayor may limit comments to 4 minutes per person for a total of 32 minutes. The Mayor will read comments emailed to the City Recorder and then call on anyone who has signed up to provide public comment.*

4. ADVICE/ INFORMATION ITEMS

- a. Reports from Councilors on Committee & Board Assignments
- b. Department Head Reports
- c. September 2025 Cash and Investment Report (in packet)
- d. FY2025-26 1<sup>st</sup> Quarter Finance Report (in packet)

5. CONSENT AGENDA

- a. Consider **Resolution No. 2025-62**: A Resolution appointing a volunteer to the Planning Commission.
- b. Consider the request from El Torito Supermarket LLC. for Off-Premises Sales, OLCC Liquor License located at 1621 NE Baker St.

6. RESOLUTION

- a. Consider **Resolution No. 2025-63**: A Resolution authorizing the City Manager to execute a contract for Municipal Court Software with Tyler Technologies, Inc.

7. ADJOURNMENT OF SPECIAL CALLED MEETING

**SPECIAL CALLED CITY COUNCIL EXECUTIVE SESSION – IMMEDIATELY FOLLOWING THE SPECIAL CALLED CITY COUNCIL MEETING – VIA ZOOM AND SEATING AT CIVIC HALL CONFERENCE ROOM (NOT OPEN TO THE PUBLIC)**

1. CALL TO ORDER

2. **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.

3. ADJOURNMENT OF EXECUTIVE SESSION

# STAFF REPORT

**DATE:** November 12, 2025  
**TO:** McMinnville City Council  
**FROM:** Adam Garvin, Interim City Manager  
**SUBJECT:** Work Session: City Committee Review and Discussion



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

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## Report in Brief:

The purpose of this work session is to provide the City Council with an overview of the City committees and to seek Council's feedback on their current structure, purpose, and alignment with City priorities.

## Background and Discussion:

City staff manage several committees that serve as advisory bodies to the City Council, providing input, recommendations, and community engagement on specific policy areas.

Over time, the number, purpose, and activity levels of these committees have evolved, and staff believe it is an appropriate time to review their function and relevance.

This discussion will allow Council to evaluate whether the existing committees continue to support City goals and to identify any potential adjustments or areas for improvement.

Below is a summary of the current City-sponsored committees. A detailed overview, including membership, meeting frequency, and staff time requirements, will be provided during the work session.

- **State Required Committees**
  - Budget Committee
  - Historic Landmark Committee (HLC)
  - Planning Commission (PC)

- **Council Required Committees**
  - Audit Committee
  - McMinnville Urban Renewal Advisory Committee (MURAC)
  
- **Municipal Code Required Committees**
  - Airport Advisory Commission
  - Affordable Housing Committee (AHC)
  - Diversity Equity and Inclusion Advisory Committee
  - Economic Vitality Leadership Council (MEVLC)
  - Landscape Review Committee (LRC)

**Discussion Points for Council:**

Staff are seeking direction from Council on the current structure of the committees included. Some things for council to consider include:

- Are the current committees effectively fulfilling their intended purpose?
- How can staff better support committee effectiveness and alignment with Council goals?
- Do any committees need to be restructured, combined, or sunset?
- Are there emerging areas or priorities that warrant the creation of a new committee or task force?
- Are there opportunities to improve communication between committees and the Council?
- Is the meeting frequency appropriate for the workload or need adjustment?

**Attachments:**

- Committee Overview

## State Required Committees

Name of Committee	Budget Committee
Staff Liaison	Katie Henry, Finance Director
Size of Committee	14
Make up of Committee	7 citizens at large, appointed by City Council, and all 7 members of City Council
Overview of Committee Purpose	To review and make recommendations to Council on the City's budget. Required by law to approve the budget before the Council can adopt it.
Is the committee required by charter or law	State law ORS 294
Staff hours/capacity needed per meeting including prep, meeting time, and follow-up	These meetings are an integral part of the City's budget process. All the staff time put into budget preparation also go into these meetings. Additional time required just for the meetings is estimated at 40 hours per meeting.
Meeting schedule and times	3 – 4 meetings each year in May/June
Canceled or not held meetings in FY24, FY25, FY26 (through 9/30)	1 meeting was cancelled in May 2024 as it was not needed (budget approved at the 2nd meeting)
Reimagined Options	Proposal to have one training meeting earlier in the year and then one meeting per week instead of having them so close together.
Additional comments, ideas, ability to optimize	To keep members informed of the City's financial position, quarterly email financial reports emailed to the committee, with meetings scheduled as needed for discussion or follow-up.

Name of Committee	Historic Landmark Committee (HLC)
Staff Liaison	Matthew Deppe, Associate Planner
Size of Committee	5 Members, including 1 City Council Liaison
Make up of Committee	5 members appointed by the City Council. Members shall reside within the city limits. The City Council can appoint a member to the committee who does not reside in the Urban Growth Boundary. Individual seats are not geographically designated.
Overview of Committee Purpose	To preserve and promote McMinnville's history, stabilize and improve property values through restoration efforts, promote the education of local citizens on the benefits associated with an active historic preservation program, foster civic pride in the beauty and noble accomplishments of the past, protect and enhance the city's attractions for tourists and visitors alike, and strengthen the economy of the city, by: <ul style="list-style-type: none"> <li>A. Identifying, evaluating, and designating historic and cultural resources in the city of McMinnville; and</li> <li>B. Informing and educating the public on the historic and architectural significance of the designated historic resources; and</li> <li>C. Informing and educating the public on the value of preserving McMinnville's historic and cultural resources; and</li> <li>D. Soliciting grants and other resources to help promote, advocate and undertake preservation projects in the city of McMinnville; and</li> </ul>

	E. Any other activities that will help preserve and promote McMinnville's history and culture. (Ord. 5035, 2017).
Is the committee required by charter or law	Yes, state statute requires a public committee that manages the historic landmarks inventory, and amendments and demolition to historic landmarks as a public decision-making body. To participate in a Certified Local Government program (the City of McMinnville is a member that provides direct access to grant funds every two years) to have a Historic Landmarks Committee to serve that state statute role.
Staff hours/capacity needed per meeting including prep, meeting time, and follow-up	Per meeting, 6 hours on average.
Meeting schedule and times	Meet on an as-needed basis to review complete applications within 30 days. Currently, a meeting is being held on the fourth Thursday of each month. The committee does not meet if there are no applications to be reviewed or committee work to be done. And the committee may need to host special meetings to meet the 30-day deadline for review.
Canceled or not held meetings in FY24, FY25, FY26 (through 9/30)	<ul style="list-style-type: none"> <li>• FY 2023-2024: 5 due to the lack of applications for review</li> <li>• FY 2024-2025: 5 due to the lack of applications for review</li> <li>• FY 2025-2026: 2 due to the lack of applications for review</li> </ul>
Reimagined Options	Changes to this format are limited due to applications needing to be reviewed within 30 days of being deemed complete and the state law requiring a public body to make historic landmarks decisions. The City could consider having the Planning Commission serve this function. It would require additional meetings for the Planning Commission and specialized training for that role and may remove the City of McMinnville from the Certified Local Government Grant program.
Additional comments, ideas, ability to optimize	<p>Training for the chair and vice-chair on Robert's Rules may be helpful.</p> <p>Additional Requirements HLC Helps Meet</p> <ul style="list-style-type: none"> <li>• Comp Plan Goal III Historic Preservation: (2) – to preserve structures of historic significance, (3) – increase public awareness of, (4) – encourage the preservation of historic resources, (5) – document and protect historic resources, (6) – increase heritage tourism</li> <li>• 2.34 Historic Landmarks Committee</li> </ul>

<b>Name of Committee</b>	<b>Planning Commission (PC)</b>
Staff Liaison	Tom Schauer, Senior Planner
Size of Committee	9 Members
Make up of Committee	The Planning Commission shall include at least two representatives from each ward. The City Council will appoint members who reflect the community's diversity and bring relevant expertise, broad interests, and a commitment to the city's planning process.
Overview of Committee Purpose	<p>A. Powers and Responsibilities (<i>ORS 227.090, 227.100, 227.170–227.180</i>)</p> <p>The Planning Commission shall:</p> <ul style="list-style-type: none"> <li>• Advise and Recommend to the City Council and other public authorities regarding:</li> </ul>

- Street layout, widening, and extensions; sidewalks, bike paths, and boulevards.
  - Traffic congestion relief, housing and sanitation conditions, and zoning regulations (use, height, area, and bulk of structures).
  - Protection of access to solar radiation and wind for potential energy use.
  - Guide City Growth and Beautification  
Recommend plans for the City's growth and development, including public and private facilities, utilities, transportation, and beautification efforts.
  - Support Economic and Industrial Development
    - Recommend plans to promote and regulate industrial and economic activity.
    - Conduct economic surveys and studies of local industry needs to stabilize employment.
    - Encourage industrial and economic development within the city.
  - Enhance Quality of Life  
Recommend amenities and programs that improve livability and community well-being.
  - Promote Public Welfare  
Take necessary actions to carry out the purposes of ORS 227.010–227.180, ensuring public health, safety, comfort, and convenience.
- B. Quasi-Judicial Responsibilities – (*ORS 227.175–227.180*)  
The Commission shall conduct public hearings and issue land use decisions on development proposals in accordance with federal, state, and local land use laws.
- C. Advisory Role to City Council – (*ORS 227.090*)  
Serve as an advisory body to the City Council on preparation and updates to:
- Comprehensive Plan and Map
  - Urban Growth Boundary and Management Agreement
  - Zoning Ordinance and Zone Map
  - Implementation Ordinances and Development Policies
- Subject Areas Include:  
Housing, transportation (all modes), economic development, parks and open space, public facilities, institutions, and quality-of-life initiatives.
- D. Committee for Citizen Involvement (CCI)  
(*OAR 660-015-0000(1) – Statewide Planning Goal 1*)  
The Commission serves as the City's official Committee for Citizen Involvement, responsible for:
1. Annual Evaluation of the City's citizen involvement program (each October).
  2. Recommendations to City Council for program improvements or updates.
- E. Coordination – (*ORS 227.090*)

	<p>Coordinate activities and planning efforts with other jurisdictions, agencies, and districts as appropriate.</p> <p>F. Additional Assignments Perform other planning-related tasks as may be requested by the City Council.</p> <p>Key Statutory References for Context</p> <ul style="list-style-type: none"> <li>• ORS 227.010–227.180 – Powers, duties, and procedures for city planning commissions.</li> <li>• ORS 227.090 – General authority and responsibilities.</li> <li>• ORS 227.175–227.180 – Procedures for hearings and land use applications.</li> <li>• OAR 660-015-0000(1) – Goal 1: Citizen Involvement.</li> </ul>
Is the committee required by charter or law	State law and the McMinnville Comprehensive Plan (Chapter X) require a citizen involvement committee to hold public hearings and decide quasi-judicial land-use applications, as outlined in MMC 2.32 (Ordinance No. 5041).
Staff hours/capacity needed per meeting including prep, meeting time, and follow-up	Average staff support is about five hours per meeting, though time varies by agenda and staff attendance needs. Preparation tasks, such as drafting decision documents, mailing notices, and post-meeting follow-up are not included, as they occur regardless of whether the decision is administrative or made by the Planning Commission.
Meeting schedule and times	The Planning Commission meets 1–2 times per month, based on land-use deadlines and work session needs. Regular meetings are held on the 1st and 3rd Thursdays at 6:30 p.m., with work sessions at 5:30 p.m. as needed. Joint work sessions with the City Council are also scheduled as needed
Canceled or not held meetings in FY24, FY25, FY26 (through 9/30)	<p>The Planning Commission originally met once a month, but a second monthly meeting was added to manage longer agendas and heavier workloads. The annual calendar now lists two regular meetings per month, with the second canceled if not needed.</p> <ul style="list-style-type: none"> <li>• FY 2023-2024: 5 canceled, 2 joint work sessions with City Council</li> <li>• FY 2024-2025: 1 canceled, 4 joint work sessions with City Council</li> <li>• FY 2025-2026: 5 canceled, 3 joint work sessions with City Council</li> </ul>
Reimagined Options	The shift to two monthly meetings, as needed, improves timeliness and keeps agendas manageable during high workloads. Because statutory deadlines limit flexibility for quasi-judicial hearings, having the option for two meetings per month helps ensure timely decisions.
Additional comments, ideas, ability to optimize	This approach improves efficiency and supports opportunities for joint work sessions with the City Council and other committees, such as the Affordable Housing Committee.



### Council Required Committees

<b>Name of Committee</b>	<b>Audit Committee</b>
Staff Liaison	Katie Henry, Finance Director
Size of Committee	3
Make up of Committee	Two Council members and 1 Budget Committee citizen member appointed
Overview of Committee Purpose	The committee's purpose is to ensure that the auditor of the City's financial statements is independent of management, provide an objective perspective on matters related to internal controls and the audit, and provide a communications link between management, the independent auditor, and the Council.
Is the committee required by charter or law	Passed by resolution 2007-05
Staff hours/capacity needed per meeting including prep, meeting time, and follow-up	2 hours per meeting
Meeting schedule and times	As needed for auditor RFP selection and annually at time of audit exit conference. Can be called at other times if requested.
Canceled or not held meetings in FY24, FY25, FY26 (through 9/30)	None
Reimagined Options	None
Additional comments, ideas, ability to optimize	None

<b>Name of Committee</b>	<b>McMinnville Urban Renewal Advisory Committee (MURAC)</b>
Staff Liaison	Heather Richards, Community Development Director
Size of Committee	10 – 12 Members, including 3 ex-officio liaisons
Make up of Committee	Per adopted resolution of the Urban Renewal Board, there are 7 – 9 members appointed by the Urban Renewal Board. 4 members need to represent businesses and 5 members representing residents of McMinnville. In addition, there is a City Council liaison, McMinnville Water and Light liaison, and McMinnville Downtown Association liaison.
Overview of Committee Purpose	The purpose of MURAC is to review, advise, and make recommendations to the McMinnville Urban Renewal Board ("Board") on matters pertaining to the adopted Urban Renewal Plan. This may include recommendations pertaining to policy, budget, and implementation of urban renewal projects and programs identified within the Plan, as well as any amendment proposed to the Plan. The Board may also call upon the committee to provide input on other plans or projects affecting the Urban Renewal Plan, or provide other advisory services as directed
Is the committee required by charter or law	Established via Resolution No. 2013-01  By-Laws, URA Resolution No. 2013-01 and 2018-01

Staff hours/capacity needed per meeting including prep, meeting time, and follow-up	Per meeting, 2 – 4 hours.
Meeting schedule and times	Meet on an as-needed basis, but at least quarterly per the by-laws. Currently, a meeting is held on the annual calendar for the first Wednesday of each month, 4 – 5 PM. The committee does not meet if determined by the chairperson that there is no need to meet. The chairperson can also call for special meetings.
Canceled or not held meetings in FY24, FY25, FY26 (through 9/30)	<ul style="list-style-type: none"> <li>• FY 2023-2024: 1 canceled</li> <li>• FY 2024-2025: 2 canceled</li> <li>• FY 2025-2026: 1 canceled</li> </ul>
Reimagined Options	Quarterly meetings and then as needed appears to be working well. This is a very efficient committee that provides a lot of value to the URA. The URA has charged the committee with decision-making powers per Resolution for the Property Assistance Program (all grants that are \$5,000 or less) and with an advisory role to the URA for all other items.
Additional comments, ideas, ability to optimize	This is a very efficient committee that helps to offset staff workload for administering the Urban Renewal program.

## Municipal Code Required Committees

Name of Committee	Airport Advisory Commission
Staff Liaison	John Paskell, Airport Manager
Size of Committee	7 members
Make up of Committee	Appointed by the Mayor, approved by City Council. The committee consists of six public members and one Council liaison. At least four of the six public members shall be citizens, residents, and taxpayers of the City, and a maximum of two members may be non-residents of the City but must be residents of Yamhill County.
Overview of Committee Purpose	Make recommendations to City Council on proposed fees, charges, tolls, use of the airport, long-term leases and contracts to ensure they are impartial and financially sustainable; review and recommend the annual airport budget for consideration by the City Council.
Is the committee required by charter or law	Required in the Municipal Code.
Staff hours/capacity needed per meeting including prep, meeting time, and follow-up	Approximately 5 hours per meeting.
Meeting schedule and times	Regular meetings are held the first Tuesday of every other month (odd months), at 6:00 p.m. Special meetings and work sessions may be called by the Chair as needed.
Canceled or not held meetings in FY24, FY25, FY26 (through 9/30)	None canceled
Reimagined Options	Does not seem necessary to meet more than quarterly, especially given that Special Meetings can be called. There are not enough policy decisions, leases, budgetary discussions, etc. to meet every other month.
Additional comments, ideas, ability to optimize	None at this time, but John will be evaluating over the next several months.

Name of Committee	Affordable Housing Committee (AHC)
Staff Liaison	Evan Hietpas, Associate Housing Planner
Size of Committee	11 Voting Members (includes 2 City Councilors) and 3 Ex-Officio Members
Make up of Committee	<ul style="list-style-type: none"> <li>• Members shall reside within the McMinnville urban growth boundary, shall attend school in McMinnville, or shall be employees or officers of organizations that provide housing-related services in McMinnville. A majority of members shall reside within city limits. City council can appoint a member to the committee who does not meet these requirements if it is determined that the member brings significant value to the purpose of the committee. Individual seats are not geographically designated by ward.</li> <li>• Two representatives of the city council, as voting members.</li> <li>• City council shall directly appoint nine additional voting members which may include any combination of knowledge and experience beneficial to the work of the committee. The combined composition of</li> </ul>

	<p>the committee should, at any given time, include representation providing diversity of perspectives and diversity of vocational, cultural, and life experiences.</p> <ul style="list-style-type: none"> <li>• In addition to the voting members, the committee shall include permanent standing nonvoting ex-officio membership positions for representatives of organizations or departments involved in affordable housing and related issues</li> </ul>
Overview of Committee Purpose	To review and recommend to the council policies and/or amendments to current zoning ordinances, building division review processes, system development charge fees, street standards and other governmental policies that encourage increased access to and construction of housing for citizens earning 120 percent or less of McMinnville’s median income as defined by the U.S. Department of Housing and Urban Development.
Is the committee required by charter or law	Established via Ordinance No. 5100 (2/23/2021)
Staff hours/capacity needed per meeting including prep, meeting time, and follow-up	Per meeting, about 5 hours.
Meeting schedule and times	Meet on an as-needed basis. Currently, a meeting is held on the annual calendar for the fourth Wednesday of each month, 10-11:30 AM. The committee does not meet if determined by the staff liaison that there is no need to meet. The chairperson can also call for special meetings.
Canceled or not held meetings in FY24, FY25, FY26 (through 9/30)	<ul style="list-style-type: none"> <li>• FY 2023-2024: 2 canceled</li> <li>• FY 2024-2025: 2 canceled</li> <li>• FY 2025-2026: 3 canceled due to lack of agenda (awaiting confirmation of State adoption of HPS work, and DLCD Technical Assistance Grants)</li> </ul>
Reimagined Options	Meet bi-monthly or Quarterly & Special session as needed.
Additional comments, ideas, ability to optimize	<ul style="list-style-type: none"> <li>• This Committee has evolved significantly since its origins as a City Council Task Force in 2016, created to explore affordable housing programs that could benefit the City. The task force’s success led to the formation of a standing committee, which continues to provide valuable insight on tools for incentivizing or regulating affordable housing. Their expertise saves staff time through informed research and strong community partnerships.</li> <li>• There’s growing interest in increasing representation from “everyday citizens” and reducing the number of agency or organizational representatives. In 2025, the non-voting Ex-officio role was used to include Yamhill Community Care Organization.</li> <li>• Recent appointees have mainly joined to learn about affordable housing—an admirable goal, but one that shifts the Committee’s role from collaborative problem-solving with service providers toward broader public engagement on policies and programs.</li> </ul>

<b>Name of Committee</b>	<b>Diversity Equity and Inclusion Advisory Committee</b>
Staff Liaison	Noelle Amaya, Communications and Engagement Manager
Size of Committee	9 committee members (includes 1 youth voting member and 1 City Councilor who is also a voting member)
Make up of Committee	Members must live, own a business, or attend school within McMinnville city limits, with a majority residing in the city. The Council may appoint a nonresident to the Diversity, Equity, and Inclusion Committee if they bring significant value to its purpose. Seats are not geographically designated. Council, Planning Commission, and Water & Light members may not serve on the Committee ( <b>Ordinance 5103</b> ).
Overview of Committee Purpose	2.35.010 Purpose. To create a culture of acceptance and mutual respect that acknowledges differences and strives for equity by: <ul style="list-style-type: none"> <li>A. Advising the Council on policy decisions related to diversity, equity, and inclusion;</li> <li>B. Making recommendations to the Council on public engagement strategies and methods by which McMinnville residents can better participate in the decision-making process;</li> <li>C. Advising the City on culturally responsive service delivery, programming, and communication strategies;</li> <li>D. Updating and overseeing progress on the City's Diversity, Equity and Inclusion Plan;</li> <li>E. Overseeing progress on applicable goals and objectives in the 2019 Mac-Town 2032 Strategic Plan; and</li> <li>F. Identifying local leaders and building leadership capacity in McMinnville's communities of color.</li> </ul>
Is the committee required by charter or law	No
Staff hours/capacity needed per meeting including prep, meeting time, and follow-up	6-12 hours per meeting depending on the month and work plan.
Meeting schedule and times	2 <sup>nd</sup> Thursday of each month from 2-4 pm. ORD 5097 2.35.050 states: "shall meet as required to accomplish its purpose and responsibilities."
Canceled or not held meetings in FY24, FY25, FY26 (through 9/30)	<ul style="list-style-type: none"> <li>• FY 2023-2024 – 2 canceled</li> <li>• FY 2024-2025 – 1 canceled</li> <li>• FY 2025-2026 – 2 canceled</li> </ul>
Reimagined Options	N/A
Additional comments, ideas, ability to optimize	<p>Much of this work in other Cities is done by paid staff:</p> <ul style="list-style-type: none"> <li>• Washington County has a department of Access and Opportunity.</li> <li>• City of Hillsboro has a DEI Manager.</li> <li>• Metro has a DEI Office.</li> <li>• City of Tigard has a Community Engagement / Communications committee that their Community Engagement team overseas.</li> </ul> <p>It seems that if the council prioritizes this work, it should be via a paid position(s) and not rely on community volunteers.</p>

Name of Committee	Economic Vitality Leadership Council (EVLC)
Staff Liaison	Jody Christensen, CDC Special Projects Manager
Size of Committee	15 Members
Make up of Committee	The Committee includes two representatives each from the City of McMinnville, Chamber of Commerce, Economic Development Partnership, Visit McMinnville, and Downtown Association; one from McMinnville Water & Light; one from the School District; and three at-large business members. All agency reps must hold leadership roles. Agencies appoint their members with MEVLC input, and the City Council appoints at-large members based on MEVLC recommendations.
Overview of Committee Purpose	<p>To serve in an advisory and guidance role to McMinnville’s economic development partners in advancing the <i>MAC Town 2032 EDSP</i></p> <p>A. Identify McMinnville’s unique opportunities and niche advantages that distinguish it from other communities, sustaining a vibrant small-town character while fostering a resilient, long-term economy.</p> <p>B. Promote McMinnville’s exceptional quality of life to attract creative and entrepreneurial talent, driving the next generation of local business growth and investment.</p> <p>C. Guide the community’s traditional agricultural and manufacturing sectors toward a modern, sustainable 21st-century economy.</p> <p>D. Build on McMinnville’s strong culture of collaboration to achieve transformative community goals.</p> <p>E. Define what constitutes an attractive business climate for McMinnville’s target industries and identify remaining gaps to achieve it.</p> <p>F. Leverage the city’s thriving tourism industry to attract new business and investment — <i>“If you love to play here, why not work and live here too?”</i></p> <p>G. Align and coordinate the efforts of all economic development partners to advance a unified, cohesive vision for McMinnville’s future.</p> <p>H. Direct limited resources toward strategic initiatives that create multi-generational, family-wage jobs while preserving McMinnville’s small-town charm.</p>
Is the committee required by charter or law	Established by Ordinance No. 5062 on March 12, 2019. “By-Laws”, MMC 2.30 (Ordinance No. 5062)
Staff hours/capacity needed per meeting including prep, meeting time, and follow-up	Per meeting, 4 –6 hours.
Meeting schedule and times	Meet monthly on second Wednesday of each month, 3 – 5 PM. The committee does not meet if there are no agenda items.
Canceled or not held meetings in FY24, FY25, FY26 (through 9/30)	<ul style="list-style-type: none"> <li>• FY 2023-2024: 2 canceled</li> <li>• FY 2024-2025: 2 canceled</li> <li>• FY 2025-2026: 0 canceled</li> </ul>
Reimagined Options	The MEVLC could be considered the City’s economic “think tank” and could be directed to do more to support the local economic vitality.
Additional comments, ideas, ability to optimize	Term limits are currently a topic of discussion, currently they are mandated by ordinance 5062

Name of Committee	Landscape Review Committee (LRC)
Staff Liaison	Taylor Graybehl, Senior Planner
Size of Committee	5 members and 1 ex-officio youth (21 or under) liaison
Make up of Committee	At large
Overview of Committee Purpose	The purpose of Landscape Review Committee is defined in Sections 2.33.010 - .020 of the Municipal Code. The committee reviews landscape plans and provides advisory input to the Planning Director, Planning Commission, and City Council on land-use decisions, comprehensive plan policies, and zoning ordinance updates.
Is the committee required by charter or law	Established via Ordinance No. 5028, see Chapter 2.33 Landscape Review Committee.  "By-Laws", MMC 2.33 (Ordinance No. 5028)
Staff hours/capacity needed per meeting including prep, meeting time, and follow-up	Per meeting, 1 - 2 hours.
Meeting schedule and times	Meet on an as-needed basis, typically on the third Wednesday of each month from noon to 1:00.
Canceled or not held meetings in FY24, FY25, FY26 (through 9/30)	<ul style="list-style-type: none"> <li>• FY 2023-2024: 4 canceled</li> <li>• FY 2024-2025: 3 canceled</li> <li>• FY 2025-2026: 3 canceled</li> </ul>
Reimagined Options	Following a recent committee efficiency review in the Community Development Department, the City amended the MMC to make regular landscape plan reviews an administrative function rather than a responsibility of the Landscape Review Committee (LRC). This change, reflected in the FY26 meeting schedule, is expected to reduce the number of required LRC meetings. Because the LRC is not mandated by state statute, these decisions can be handled administratively. The LRC has been retained to review projects that pursue alternative design approaches outside the MMC's clear and objective standards, and to continue supporting community education and outreach efforts that help maintain McMinnville's Tree City USA designation.
Additional comments, ideas, ability to optimize	Historically, the Landscape Review Committee (LRC) primarily focused on reviewing land-use decisions. Recent code amendments have shifted that responsibility to staff, resulting in fewer required meetings, as reflected in the FY26 schedule.  This year, the LRC expanded its role beyond its core Charter duties to support broader city objectives. Notably, the committee helped organize the annual Arbor Day event, an essential component of maintaining McMinnville's Tree City USA designation. Through these efforts, the LRC has reduced staff workload and demonstrated its value as a proactive partner in community engagement and event planning.

NOVEMBER 12, 2025  
Testimony of Rev Michael Burr  
Representing McMinnville First Baptist Church Social Concerns  
125 SE Cowls  
McMinnville, Or

I AM REV MIKE BURR (RETIRED) REPRESENTING THE SOCIAL JUSTICE COMMITTEE OF MCMINNVILLE FIRST BAPTIST CHURCH AT 125 SE COWLS. AS A MINISTER I HAVE BEEN AN ADVOCATE OF DIVERSEITY, EQUITY. AND INCLUSION ALL MY LIFE. THE CHRISTIAN CHURCH TEACHES THAT IN GOD THERE ARE NO DIFFERENCES—ALL ARE EQUAL IN THE SIGHT OF GOD. NEITHER GREEK NOR JEW, MALE NOR FEMALE, SLAVE OR FREE!

BUT THIS ISN'T JUST A NICE RELIGIOUS ETHIC, IT'S ALSO ONE OF THE FOUNDATIONAL PRINCIPLES OF OUR COUNTRY. IT'S FOUNDATIONAL TO ALL DEMOCRACIES! IF YOU TAKE A COIN OUT OF YOUR POCKET YOU'LL SEE THE MOTTO E PLURIBUS UNUM PRINTED ON IT. "OUT OF MANY, ONE!" HAS BEEN A GUIDING MOTTO OF OUR COUNTRY FOR 250 YEARS. ORIGINALLY IT SPOKE OF THE THIRTEEN DIVERSE AND DIFFERENT COLONIES BEING FORMED INTO ONE UNION WHICH WAS THE UNITED STATES. THROUGH OUR HISTORY IT HAS BEEN A GUIDING LIGHT OF OUR DEMOCRACY AS WE HAVE SOUGHT TO LIVE INTO THAT FOUNDING PRINCIPLE THAT ALL PEOPLE ARE CREATED EQUAL.

OUR HISTORY HAS BEEN ONE OF SEEKING TO LIVE INTO OUR FOUNDING DREAM OF MAKING ONE FROM THE MANY. AS COUNTRY WE'VE RECOGNIZED THE EVILS OF SLAVERY AND SOUGHT TO PUT THEM BEHIND US. WE'VE RECOGNIZED THE BLINDNESS OF THE FOUNDING FATHERS AND THEIR GENOCIDE AGAINST NATIVE AMERICANS; WE'VE UNDERSTOOD GENDER DOESN'T MAKE A DIFFERENCE IN THE VALUE OF A HUMAN BEING. THROUGH OUR HISTORY WE HAVE MADE THIS WONDERFUL AMERICAN SALAD OUT OF ONE IMMIGRANT GROUP AFTER ANOTHER—BRITISH, SPANISH, FRENCH, ITALIAN, NIGERIAN, GHANIAN, CHINESE, JAPANESE, VIETNAMESE, GUATAMALAN, AND ON THE LITANY GOES.

GIVEN THE CORE IMPORTANCE OF THE MELTING POT OF AMERICAN DIVERSITY, IT WOULD BE A SAD TESTIMONY IF OUR CITY WOULD AT THIS PIVOTAL POINT IN HISTORY CHOICE TO TURN ITS BACK ON IT.

DIVERSITY, EQUITY, AND INCLUSION HAVE TO BE UNDERSTOOD AS CORE, FOUNDATIONAL PRINCIPLES OF OUR NATION. THE IMPORTANCE OF DEI CAN BE SEEN IN REPORTS FROM CONSERVATIVE BUSINESS PLATFORMS SUCH AS FORBES, WHO REPORT THAT EVEN WITH ALL THE PUBLIC PUSHBACK OVER DEI THAT 87% OF BUSINESSES ARE EITHER MAINTAINING OR EXPANDING THEIR DEI BUDGETS. THIS IS FOR GOOD REASON. PUSHING FOR EQUITY, JUSTICE, INCLUSION MAKES GOOD BUSINESS SENSE BECAUSE IT MAKES GOOD PUBLIC POLICY SENSE. IT MAKES GOOD SENSE BECAUSE IT IS THE RIGHT THING TO DO.



There are reasons why companies aren't doing away with DEI. Corporations recognize that **younger generations** of consumers are drawn to companies that embody inclusive and equitable values. Workplaces that develop initiatives and interventions designed to promote equality and inclusion through a diverse workforce will be better equipped to retain employees and remain sustainable in the future. In an ideal world, companies would prioritize diversity, equity, inclusion, and justice ***because it's the right thing to do*** to create environments where every employee feels supported, valued and can thrive. But in a capitalist society, profit drives decision-making. At the end of the day, companies recognize that despite claims of "go woke, go broke," DEI is good for business.

The real power of diversity, equity and inclusion (DEI) isn't about meeting quotas or checking boxes—it's about unlocking perspectives, potentials and insights that a monoculture could never access. I would say it's about creating a just and equitable workspace that reflects the best for the whole community. When our workforce includes people from different backgrounds, cultures and lived experiences, they challenge assumptions, identify blind spots and create products and solutions that are better able to serve the whole community better. Having an equal and just culture is a superpower that empowers us to achieve what the American dream is truly about.

**1. Our city culture Should Reflect Today's Emerging Workforce** Social change has historically often led to backlash, but that isn't a good reason to retreat or pivot away from doing what is right. Today's emerging workforce and future leaders are the most diverse generation in history, and it goes without saying that they are going to expect and demand a workplace that reflects who they are and honors their backgrounds, experiences and visions.

#### **2. Every Culture Needs Diversity To Stay Alive**

Our workplaces have been created—and the majority of them are run—by white men. Due to that origin, the values of organizational life are archetypically masculine: up or out; win; work many hours. Every culture needs diversity to stay alive. Equity, inclusion, belonging and justice are strategies to make diversity work.

**3. Embracing diversity and inclusion Helps Meet our city's Evolving Needs** The growing multicultural and multigenerational nature of our city and of the workforce makes diversity an imperative. By embracing equity and inclusion, the city can better understand and meet the evolving needs of our residents and employees.

**4. Diverse Teams Lead To More Creative, Innovative Solutions** Diverse teams bring together a wide range of opportunities and experiences, which lead to more creative and innovative solutions. Organizations prioritizing diversity, equity, and inclusion will be more attractive, with values aligned with a diverse pool of job seekers. They will also better retain employees who feel valued and included. Understanding diversity should also help you better understand our diverse citizens.

**5. Diversity, equity, and inclusion transcends Bias** These principles transcends bias and foster workplaces where diversity is the engine of innovation and creativity. Its importance now magnified, the stage is set for a future where diversity, equity, and inclusion principles are embedded into every aspect of organizational culture, transforming the understanding of (and actions to mitigate) biases into a universal standard. This evolution promises a landscape of equity, empathy and shared success.

**6. Cultures Where Everyone Has A Voice Retain Talent** If you are a leader and you are not embracing diversity, equity, and inclusion, something is very wrong. Your organization should be organized to promote just treatment of all individuals! If you create a culture where everyone has a voice, you have a better chance of thriving and retaining your talent.

**7. DIVERSITY, EQUITY, AND INCLUSION Fosters Understanding Within Organizations**

Diversity, equity, and inclusion are paramount in fostering innovation and understanding within organizations. The purpose of these initiatives is to maintain a balance between metrics of excellence and celebrating individual differences. We do best when we focus on creating a culture where diversity and belonging are truly celebrated and ensuring everyone feels valued and respected.

**8. Diversity, Equity, and Inclusion Ensures Fair Treatment And Opportunities For All** Diversity, equity, and inclusion initiatives are critical for fostering innovation, driving excellence in performance and ensuring fair treatment and opportunities for all individuals. The city's work on diversity, equity, and inclusion maintains our emphasis on systemic corrections that address unconscious bias and fosters genuine cultural transformation, rather than merely ticking boxes through simple tweaks in processes and policies.

WE ALL KNOW THAT IF SOMEONE ISN'T IN CHARGE OF AN INITIATIVE, THAT NO ONE IS IN CHARGE. OUR SOCIETY AND CULTURE IS A WORK IN PROGRESS. THE WORK OF HEALING THE WOUNDS OF RACISM, INDIGENOUS GENOCIDE, GENDER PREJUDICE, AND SUCH IS NOT DONE. THIS IS NOT THE TIME TO STEP BACK FROM OUR WORK OF CREATING AN EQUITABLE CULTURE OUT OF SOME MISTAKEN UNDERSTANDING OF POLITICAL CORRECTNESS. THIS IS NOT A POLITICAL ISSUE—IT'S A VERY REAL HUMAN ISSUE THAT AFFECTS THE LIVES OF THE DIVERSITY PEOPLE OF OUR COMMUNITY.



# City of McMinnville

September 2025

## CASH AND INVESTMENT BY FUND

FUND #	FUND NAME	GENERAL OPERATING		TOTAL
		CASH IN BANK	INVESTMENT	
01	General	\$2,627,571.64	\$5,107,718.74	\$7,735,290.38
05	Grants & Special Assessment	\$199.70	\$791,057.52	\$791,257.22
07	Transient Lodging Tax	\$93.16	(\$10,000.00)	(\$9,906.84)
08	Affordable Housing	\$544.71	\$1,244,000.00	\$1,244,544.71
10	Telecommunications	\$229.20	\$2,030.00	\$2,259.20
15	Emergency Communications	\$309.71	\$146,094.81	\$146,404.52
20	Street (State Tax)	\$413.61	\$1,524,488.48	\$1,524,902.09
25	Airport Maintenance	\$386.95	\$1,139,749.03	\$1,140,135.98
45	Transportation	\$550.67	\$6,441,494.92	\$6,442,045.59
50	Park Development	\$940.32	\$3,426,441.49	\$3,427,381.81
58	Urban Renewal	\$0.00	\$0.00	\$0.00
59	Urban Renewal Debt Service	\$515.85	\$1,388,126.18	\$1,388,642.03
60	Debt Service	\$963.24	\$10,758.38	\$11,721.62
70	Building	\$755.99	\$2,256,240.37	\$2,256,996.36
71	Stormwater Operations	\$0.00	\$0.00	\$0.00
72	Stormwater Capital	\$973.65	(\$276,000.00)	(\$275,026.35)
75	Wastewater Services	\$735.83	\$1,207,669.04	\$1,208,404.87
77	Wastewater Capital	\$255.38	\$30,274,103.65	\$30,274,359.03
80	Information Systems & Services	\$224.84	\$338,742.38	\$338,967.22
85	Insurance Reserve	\$504.09	\$359,290.54	\$359,794.63
CITY TOTALS		2,636,168.54	55,372,005.53	58,008,174.07

### MATURITY

DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST RATE	CASH VALUE
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.65%	\$2,635,168.54
N/A	State of Oregon	Local Government Investment Pool (LGIP)	4.60%	\$44,208,760.22
N/A	Umpqua Bank	Money Market Savings Account	4.49%	\$11,164,245.31
				<u>\$58,008,174.07</u>

City of McMinnville  
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FY 2025-26 1st Quarter

	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change	
				% of Budget			FY25 to FY26	
<b>General Fund</b>								
Revenues								
Beginning Fund Balance	8,284,866	10,234,345	1,949,479	124%	10,425,007	(190,662)	-2%	
Property Taxes	16,060,000	63,842	(15,996,158)	0%	31,301	32,540	104%	
Licenses and Permits	5,030,500	1,039,356	(3,991,144)	21%	807,396	231,960	29%	
Intergovernmental	1,612,029	109,041	(1,502,988)	7%	243,990	(134,949)	-55%	
Charges for Services	3,592,485	905,491	(2,686,994)	25%	695,684	209,807	30%	
Fines and Forfeitures	290,000	102,459	(187,541)	35%	97,454	5,005	5%	
Miscellaneous	1,148,006	324,331	(823,675)	28%	707,926	(383,595)	-54%	
Transfers In	3,242,831	578,739	(2,664,092)	18%	594,144	(15,404)	-3%	
Other Financing Source	8,000	-	(8,000)	0%	-	-	100%	
<b>Current Revenues</b>	<b>30,983,851</b>	<b>3,123,259</b>	<b>(27,860,592)</b>	10%	<b>3,177,895</b>	<b>(54,637)</b>	-2%	
Total Resources (BFB + Current Revenues)	39,268,717	13,357,604	(25,911,113)		13,602,902	(245,298)		
Expenses by Classification								
Personnel Services	21,481,350	4,401,875	(17,079,475)	20%	4,330,019	71,856	2%	
Materials and Services	7,549,038	1,718,770	(5,830,268)	23%	1,619,920	98,850	6%	
Capital Outlay	1,510,995	140,240	(1,370,755)	9%	210,396	(70,156)	-33%	
Special Payments	-	-	-	0%	-	-		
Debt Service	626,502	311,344	(315,158)	50%	303,912	7,432	2%	
Transfers Out	2,611,200	344,895	(2,266,305)	13%	371,522	(26,627)	-7%	
Other Financing Uses	-	-	-	0%	-	-		
<b>Current Expenses</b>	<b>33,779,085</b>	<b>6,917,125</b>	<b>(26,861,961)</b>	20%	<b>6,835,769</b>	<b>81,355</b>	1%	
Contingencies	1,500,000	-	(1,500,000)	0%	-	-		
Designated Fund Balances								
Grants	-	40,876	40,876	0%	40,876	-	0%	
Committed (Previous ARPA)	3,318,755	3,318,755	-	100%	3,318,755	-	0%	
Unappropriated Ending Fund Balance	670,877	3,080,849	2,409,971	459%	3,407,502	(326,653)	-10%	
<b>Total Ending Fund Balance</b>	<b>3,989,632</b>	<b>6,440,480</b>	<b>2,450,848</b>	161%	<b>6,767,133</b>	<b>(326,653)</b>	-5%	
Total Expenditures (Current Expenses + Contingency + EFB)	39,268,717	13,357,604	(25,911,113)		13,602,902	(245,298)		

Amended on 11.18.2025

City of McMinnville  
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FY 2025-26 1st Quarter

	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change	
				% of Budget			FY25 to FY26	
<b>General Fund Continued</b>								
Expenses by Department								
Administration	2,476,772	512,808	(1,963,964)	21%	509,459	3,349	1%	
Finance	959,101	218,851	(740,250)	23%	203,136	15,715	8%	
Engineering	1,821,287	318,199	(1,503,088)	17%	394,174	(75,975)	-19%	
Community Development	2,615,378	401,289	(2,214,089)	15%	267,255	134,034	50%	
Police	12,565,394	2,958,134	(9,607,260)	24%	2,814,379	143,755	5%	
Municipal Court	811,361	153,699	(657,662)	19%	151,661	2,039	1%	
Parks & Recreation	3,898,845	757,705	(3,141,140)	19%	751,540	6,165	1%	
Park Maintenance	3,259,626	442,365	(2,817,261)	14%	541,963	(99,598)	-18%	
Library	2,665,477	647,257	(2,018,220)	24%	662,400	(15,142)	-2%	
Non-Departmental (Excludes Contingency and Ending Fund Balance)	2,705,844	506,817	(2,199,027)	19%	539,804	(32,987)	-6%	
<b>Total Expenses by Department</b>	<b>33,779,085</b>	<b>6,917,125</b>	<b>(26,861,961)</b>	20%	<b>6,835,769</b>	<b>81,355</b>	1%	
<b>Grants and Special Assessments</b>								
Revenues								
Beginning Fund Balance	-	179,634	179,634	0%	150,926	28,708	19%	
Special Assessments	60,000	49,248	(10,752)	82%	54,411	(5,162)	-9%	
Fines and Forfeitures	95,000	79,831	(15,169)	84%	82,498	(2,666)	-3%	
Miscellaneous	35,100	1,780	(33,320)	5%	19,428	(17,648)	-91%	
Transfers In	15,000	1,250	(13,750)	8%	-	1,250		
<b>Current Revenues</b>	<b>205,100</b>	<b>132,110</b>	<b>(72,990)</b>	64%	<b>156,336</b>	<b>(24,227)</b>	-15%	
Total Resources (BFB + Current Revenues)	205,100	311,744	106,644		307,262	4,482		
Expenses								
Materials and Services	162,457	26,513	(135,944)	16%	16,687	9,826	59%	
Transfers Out	12,643	3,161	(9,482)	25%	3,040	121	4%	
<b>Current Expenses</b>	<b>175,100</b>	<b>29,674</b>	<b>(145,426)</b>	17%	<b>19,726</b>	<b>9,948</b>	50%	

Amended on 11.18.2025

City of McMinnville  
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FY 2025-26 1st Quarter

	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change	
				% of Budget			FY25 to FY26	
<b>Grants and Special Assessments continued</b>								
Contingencies	30,000	-	(30,000)	0%	-	-		
Designated Fund Balances								
Grants	-	-	-	0%	-	-		
Unappropriated Ending Fund Balance	-	282,070	282,070	0%	287,536	(5,466)	-2%	
<b>Total Ending Fund Balance</b>	<b>-</b>	<b>282,070</b>	<b>282,070</b>	<b>0%</b>	<b>287,536</b>	<b>(5,466)</b>	<b>-2%</b>	
Total Expenditures (Current Expenses + Contingency + EFB)	205,100	311,744	106,644		307,262	4,482		
<b>Transient Lodging Tax</b>								
Revenues								
Beginning Fund Balance	-	-	-	0%	-	-		
Licenses and Permits	2,145,000	-	(2,145,000)	0%	-	-		
Miscellaneous	2,500	-	(2,500)	0%	562	(562)	-100%	
<b>Current Revenues</b>	<b>2,147,500</b>	<b>-</b>	<b>(2,147,500)</b>	<b>0%</b>	<b>562</b>	<b>(562)</b>	<b>-100%</b>	
Total Resources (BFB + Current Revenues)	<b>2,147,500</b>	<b>-</b>	<b>(2,147,500)</b>		<b>562</b>	<b>(562)</b>		
Expenses								
Materials and Services	1,478,022	548	(1,477,474)	0%	159	390	246%	
Transfers Out	669,478	9,359	(660,119)	1%	10,940	(1,582)	-14%	
<b>Current Expenses</b>	<b>2,147,500</b>	<b>9,907</b>	<b>(2,137,593)</b>		<b>11,099</b>	<b>(1,192)</b>	<b>-11%</b>	
Contingencies	-	-	-	0%	-	-		
<b>Unappropriated Ending Fund Balance</b>	<b>-</b>	<b>(9,907)</b>	<b>(9,907)</b>	<b>0%</b>	<b>(10,537)</b>	<b>630</b>	<b>-6%</b>	
Total Expenditures (Current Expenses + Contingency + EFB)	2,147,500	-	(2,147,500)		562	(562)		

City of McMinnville  
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	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change	
				% of Budget			FY25 to FY26	
<b>Affordable Housing</b>								
Revenues								
Beginning Fund Balance	1,168,468	1,231,605	63,137	105%	795,424	436,181	55%	
Licenses and Permits	250,000	31,444	(218,556)	13%	42,293	(10,848)	-26%	
Intergovernmental	2,645,094	2,000,000	(645,094)	76%	-	2,000,000		
Miscellaneous	40,000	13,572	(26,428)	34%	12,290	1,282	10%	
Transfers in	-	-	-	0%	41,563	(41,563)	-100%	
<b>Current Revenues</b>	<b>2,935,094</b>	<b>2,045,016</b>	<b>(890,078)</b>	70%	<b>96,146</b>	<b>1,948,870</b>	2027%	
Total Resources (BFB + Current Revenues)	4,103,562	3,276,621	(826,941)		891,570	2,385,051		
Expenses								
Personnel Services	169,407	27,859	(141,548)	16%	22,765	5,093	22%	
Materials and Services	1,728,447	2,721	(1,725,726)	0%	8,074	(5,353)	-66%	
Capital Outlay	2,195,305	2,000,000	(195,305)	91%	41,563	1,958,437	4712%	West Hills Subdivision-HB4134 grant
Transfers Out	10,000	1,258	(8,742)	13%	3,316	(2,058)	-62%	
<b>Current Expenses</b>	<b>4,103,159</b>	<b>2,031,837</b>	<b>(2,071,322)</b>		<b>75,718</b>	<b>1,956,119</b>	2583%	
Contingencies	-	-	-	0%	-	-		
<b>Unappropriated Ending Fund Balance</b>	<b>403</b>	<b>1,244,784</b>	<b>1,244,381</b>	308879%	<b>815,851</b>	<b>428,933</b>	53%	
Total Expenditures (Current Expenses + Contingency + EFB)	4,103,562	3,276,621	(826,941)		891,570	2,385,051		
<b>Telecommunications</b>								
Revenues								
Beginning Fund Balance	2,243	2,234	(9)	100%	2,123	111	5%	
Licenses and Permits	173,050	-	(173,050)	0%	-	-		
Miscellaneous	100	25	(75)	25%	35	(10)	-29%	
<b>Current Revenues</b>	<b>173,150</b>	<b>25</b>	<b>(173,125)</b>	0%	<b>35</b>	<b>(10)</b>	-29%	
Total Resources (BFB + Current Revenues)	175,393	2,259	(173,134)		2,158	101		

Amended on 11.18.2025

City of McMinnville  
Financial Report  
FY 2025-26 1st Quarter

	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change	
				% of Budget			FY25 to FY26	
<b>Telecommunications continued</b>								
Expenses								
Materials and Services	173,050	-	(173,050)	0%	-	-		
<b>Current Expenses</b>	<b>173,050</b>	<b>-</b>	<b>(173,050)</b>		<b>-</b>	<b>-</b>		
Contingencies	1,500	-	(1,500)	0%	-	-		
<b>Unappropriated Ending Fund Balance</b>	<b>843</b>	<b>2,259</b>	<b>1,416</b>	268%	<b>2,158</b>	<b>101</b>	5%	
Total Expenditures (Current Expenses + Contingency + EFB)	175,393	2,259	(173,134)		2,158	101		
<b>Emergency Communications</b>								
Revenues								
Beginning Fund Balance	169,991	173,940	3,949	102%	170,007	3,933	2%	
Licenses and Permits	22,100	-	(22,100)	0%	-	-		
Intergovernmental	8,000	8,000	-	100%	8,000	-	0%	
Charges for Services	14,666	-	(14,666)	0%	-	-		
Miscellaneous	7,000	2,416	(4,584)	35%	3,011	(595)	-20%	
Transfers In	703,438	175,860	(527,578)	25%	160,717	15,142	9%	
<b>Current Revenues</b>	<b>755,204</b>	<b>186,276</b>	<b>(568,928)</b>	25%	<b>171,728</b>	<b>14,548</b>	8%	
Total Resources (BFB + Current Revenues)	925,195	360,215	(564,980)		341,735	18,480		
Expenses								
Materials and Services	716,876	176,046	(540,830)	25%	157,737	18,308	12%	
Debt Service	37,173	37,172	(1)	100%	37,172	-	0%	
Transfers Out	2,371	593	(1,778)	25%	584	9	2%	
<b>Current Expenses</b>	<b>756,420</b>	<b>213,810</b>	<b>(542,610)</b>		<b>195,493</b>	<b>18,317</b>	9%	
Contingencies	50,000	-	(50,000)	0%	-	-		
<b>Unappropriated Ending Fund Balance</b>	<b>118,775</b>	<b>146,406</b>	<b>27,631</b>	123%	<b>146,243</b>	<b>163</b>	0%	
Total Expenditures (Current Expenses + Contingency + EFB)	925,195	360,215	(564,980)		341,735	18,480		

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	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change	
				% of Budget			FY25 to FY26	
<b>Street</b>								
Revenues								
Beginning Fund Balance	1,424,142	1,894,586	470,444	133%	2,413,870	(519,284)	-22%	
Licenses and Permits	50	11	(39)	22%	6	5	83%	
Intergovernmental	2,775,000	434,962	(2,340,038)	16%	482,150	(47,188)	-10%	
Miscellaneous	95,000	18,026	(76,974)	19%	25,768	(7,742)	-30%	
Transfers In	-	-	-	0%	-	-		
<b>Current Revenues</b>	<b>2,870,050</b>	<b>452,999</b>	<b>(2,417,051)</b>	16%	<b>507,924</b>	<b>(54,925)</b>	-11%	
Total Resources (BFB + Current Revenues)	4,294,192	2,347,585	(1,946,607)		2,921,794	(574,209)		
Expenses								
Personnel Services	1,304,659	312,505	(992,154)	24%	294,481	18,024	6%	
Materials and Services	1,537,186	429,358	(1,107,828)	28%	565,273	(135,915)	-24%	
Capital Outlay	18,583	-	(18,583)	0%	-	-		
Transfers Out	323,281	80,820	(242,461)	25%	204,306	(123,486)	-60%	
<b>Current Expenses</b>	<b>3,183,709</b>	<b>822,683</b>	<b>(2,361,026)</b>	26%	<b>1,064,060</b>	<b>(241,376)</b>	-23%	
Contingencies	500,000	-	(500,000)	0%	-	-		
Designated Fund Balances								
Capital Replacement Reserve	90,000	90,000	-	100%	60,000	30,000	50%	
Unappropriated Ending Fund Balance	520,483	1,434,902	914,419	276%	1,797,734	(362,832)	-20%	
<b>Total Ending Fund Balance</b>	<b>610,483</b>	<b>1,524,902</b>	<b>914,419</b>	250%	<b>1,857,734</b>	<b>(332,832)</b>	-18%	
Total Expenditures (Current Expenses + Contingency + EFB)	4,294,192	2,347,585	(1,946,607)		2,921,794	(574,209)		

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	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change	
				% of Budget			FY25 to FY26	
<b>Airport</b>								
Revenues								
Beginning Fund Balance	1,073,832	1,146,475	72,643	107%	1,098,360	48,115	4%	
Intergovernmental	1,253,224	0	(1,253,224)	0%	-	0		
Charges for Services	459,995	135,934	(324,061)	30%	58,233	77,701	133%	
Miscellaneous	65,000	13,924	(51,076)	21%	26,178	(12,254)	-47%	
<b>Current Revenues</b>	<b>1,778,219</b>	<b>149,858</b>	<b>(1,628,361)</b>	8%	<b>84,412</b>	<b>65,447</b>	78%	
Total Resources (BFB + Current Reve	2,852,051	1,296,333	(1,555,718)		1,182,771	113,562		
Expenses								
Personnel Services	198,326	27,623	(170,703)	14%	13,594	14,030	103%	
Materials and Services	1,803,128	63,609	(1,739,519)	4%	55,256	8,353	15%	
Capital Outlay	281	-	(281)	0%	-	-		
Transfers Out	70,518	17,630	(52,889)	25%	15,534	2,096	13%	
<b>Current Expenses</b>	<b>2,072,253</b>	<b>108,862</b>	<b>(1,963,391)</b>	5%	<b>84,383</b>	<b>24,478</b>	29%	
Contingencies	300,000	-	(300,000)	0%	-	-		
<b>Unappropriated Ending Fund Balance</b>	<b>479,798</b>	<b>1,187,471</b>	<b>707,673</b>	247%	<b>1,098,388</b>	<b>89,083</b>	8%	
Total Expenditures (Current Expenses + Contingency + EFB)	2,852,051	1,296,333	(1,555,718)		1,182,771	113,562		
<b>Transportation</b>								
Revenues								
Beginning Fund Balance	7,267,113	6,876,686	(390,427)	95%	6,178,557	698,129	11%	
Intergovernmental	429,000	-	(429,000)	0%	-	-		
Charges for Services	600,000	99,902	(500,098)	17%	52,942	46,960	89%	
Miscellaneous	260,000	74,415	(185,585)	29%	76,676	(2,261)	-3%	
Transfers In	-	-	-	0%	125,000	(125,000)	-100%	
<b>Current Revenues</b>	<b>1,289,000</b>	<b>174,317</b>	<b>(1,114,683)</b>	14%	<b>254,618</b>	<b>(80,301)</b>	-32%	
Total Resources (BFB + Current Revenues)	8,556,113	7,051,003	(1,505,110)		6,433,175	617,828		

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	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change	
				% of Budget			FY25 to FY26	
<b>Transportation continued</b>								
Expenses								
Materials and Services	654,410	156	(654,254)	0%	40	116	295%	
Capital Outlay	1,875,000	410,482	(1,464,518)	22%	315,544	94,938	30%	
Debt Service	201,248	201,248	-	100%	201,248	-	0%	
Transfers Out	139,952	34,988	(104,964)	25%	34,519	469	1%	
<b>Current Expenses</b>	<b>2,870,610</b>	<b>646,874</b>	<b>(2,223,736)</b>	23%	<b>551,351</b>	<b>95,523</b>	17%	
Contingencies	-	-	-	0%	-	-		
Designated Fund Balances								
SDC	5,061,715	5,144,822	83,107	102%	5,144,822	-	0%	
ODOT Fund Exchange Reserve	488,393	1,639,525	1,151,132	336%	1,639,525	-	0%	
Unappropriated Ending Fund Balance	135,395	(380,219)	(515,614)	-281%	(902,523)	522,304	-58%	
<b>Total Ending Fund Balance</b>	<b>5,685,503</b>	<b>6,404,129</b>	<b>718,626</b>	113%	<b>5,881,824</b>	<b>522,304</b>	9%	
Total Expenditures (Current Expenses + Contingency + EFB)	8,556,113	7,051,003	(1,505,110)		6,433,175	617,828		
<b>Park Development</b>								
Revenues								
Beginning Fund Balance	3,439,353	3,396,914	(42,439)	99%	2,980,511	416,403	14%	
Charges for Services	900,000	19,078	(880,922)	2%	588,171	(569,093)	-97%	Large Parks SDC payment 9/12/2024
Miscellaneous	150,000	34,411	(115,589)	23%	37,780	(3,369)	-9%	
<b>Current Revenues</b>	<b>1,050,000</b>	<b>53,489</b>	<b>(996,511)</b>	5%	<b>625,951</b>	<b>(572,462)</b>	-91%	
Total Resources (BFB + Current Revenues)	4,489,353	3,450,404	(1,038,949)		3,606,463	(156,059)		
Expenses								
Materials and Services	120,290	50	(120,240)	0%	21	29	142%	
Capital Outlay	1,315,000	7,000	(1,308,000)	1%	-	7,000		
Transfers Out	63,889	15,972	(47,917)	25%	17,662	(1,690)	-10%	
<b>Current Expenses</b>	<b>1,499,179</b>	<b>23,022</b>	<b>(1,476,157)</b>	2%	<b>17,682</b>	<b>5,339</b>	30%	
Contingencies	-	-	-	0%	-	-		
Designated Fund Balances								
Donations	16,000	16,000	-	100%	16,000	-	0%	
Unappropriated Ending Fund Balance	2,974,174	3,411,382	437,208	115%	3,572,780	(161,398)	-5%	
<b>Total Ending Fund Balance</b>	<b>2,990,174</b>	<b>3,427,382</b>	<b>437,208</b>	115%	<b>3,588,780</b>	<b>(161,398)</b>	-4%	
Total Expenditures (Current Expenses + Contingency + EFB)	4,489,353	3,450,404	(1,038,949)		3,606,463	(156,059)		

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	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as % of Budget	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change FY25 to FY26	
<b>Urban Renewal</b>								
Revenues								
Beginning Fund Balance	-	-	-	0%	-	-		
Charges for Services	-	-	-	0%	-	-		
Miscellaneous	15,014	4,095	(10,919)	27%	3,072	1,023	33%	
Transfers in	1,096,681	15,646	(1,081,035)	1%	-	15,646		
<b>Current Revenues</b>	<b>1,111,695</b>	<b>19,741</b>	<b>(1,091,954)</b>	<b>2%</b>	<b>3,072</b>	<b>16,669</b>	<b>543%</b>	
Total Resources (BFB + Current Reve	<u>1,111,695</u>	<u>19,741</u>	<u>(1,091,954)</u>		<u>3,072</u>	<u>16,669</u>		
Expenses								
Materials and Services	605,495	3,191	(602,304)	1%	12,604	(9,413)	-75%	
Capital Outlay	240,000	-	(240,000)	0%	24,785	(24,785)	-100%	
Transfers Out	66,200	16,550	(49,650)	25%	15,450	1,100	7%	
<b>Current Expenses</b>	<b>911,695</b>	<b>19,741</b>	<b>(891,954)</b>	<b>2%</b>	<b>52,839</b>	<b>(33,098)</b>	<b>-63%</b>	
Contingencies	200,000	-	(200,000)	0%	-	-		
<b>Unappropriated Ending Fund Balance</b>	<b>-</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>(49,767)</b>	<b>49,767</b>	<b>-100%</b>	
Total Expenditures (Current Expenses + Contir	<u>1,111,695</u>	<u>19,741</u>	<u>(1,091,954)</u>		<u>3,072</u>	<u>16,669</u>	<u>543%</u>	
<b>Urban Renewal Debt Service</b>								
Revenues								
Beginning Fund Balance	1,429,339	1,479,561	50,222	104%	1,321,726	157,835	12%	
Property Taxes	700,000	2,805	(697,196)	0%	1,407	1,397	99%	
Intergovernmental	-	-	-	0%	-	-		
Miscellaneous	41,000	15,567	(25,433)	38%	16,400	(833)	-5%	
<b>Current Revenues</b>	<b>741,000</b>	<b>18,372</b>	<b>(722,628)</b>	<b>2%</b>	<b>17,807</b>	<b>565</b>	<b>3%</b>	
Total Resources (BFB + Current Revenues)	<u>2,170,339</u>	<u>1,497,933</u>	<u>(672,406)</u>		<u>1,339,533</u>	<u>158,400</u>		
Expenses								
Transfers Out	1,499,739	109,291	(1,390,448)	7%	93,643	15,647	17%	
<b>Current Expenses</b>	<b>1,499,739</b>	<b>109,291</b>	<b>(1,390,448)</b>		<b>93,643</b>	<b>15,647</b>		
Contingencies	300,000	-	(300,000)	0%	-	-		
<b>Unappropriated Ending Fund Balance</b>	<b>370,600</b>	<b>1,388,642</b>	<b>1,018,042</b>	<b>375%</b>	<b>1,245,889</b>	<b>142,753</b>	<b>11%</b>	
Total Expenditures (Current Expenses + Contingency + EFB)	<u>2,170,339</u>	<u>1,497,933</u>	<u>(672,406)</u>		<u>1,339,533</u>	<u>158,400</u>		

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	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as % of Budget	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change FY25 to FY26	
<b>Debt Service</b>								
Revenues								
Beginning Fund Balance	247,276	248,079	803	100%	301,476	(53,397)	-18%	
Property Taxes	2,941,200	11,738	(2,929,462)	0%	6,999	4,739	68%	
Intergovernmental	-	-	-	0%	-	-		
Miscellaneous	26,974	1,155	(25,819)	4%	2,943	(1,788)	-61%	
<b>Current Revenues</b>	<b>2,968,174</b>	<b>12,893</b>	<b>(2,955,281)</b>	0%	<b>9,943</b>	<b>2,950</b>	30%	
Total Resources (BFB + Current Revenues)	3,215,450	260,972	(2,954,478)		311,418	(50,447)		
Expenses								
Debt Service	2,998,500	249,250	(2,749,250)	8%	303,950	(54,700)	-18%	
<b>Current Expenses</b>	<b>2,998,500</b>	<b>249,250</b>	<b>(2,749,250)</b>		<b>303,950</b>	<b>(54,700)</b>	-18%	
Contingencies	-	-	-	0%	-	-		
<b>Unappropriated Ending Fund Balance</b>	<b>216,950</b>	<b>11,722</b>	<b>(205,228)</b>	5%	<b>7,468</b>	<b>4,253</b>	57%	
Total Expenditures (Current Expenses + Contingency + EFB)	3,215,450	260,972	(2,954,478)		311,418	(50,447)		
<b>Building</b>								
Revenues								
Beginning Fund Balance	2,101,341	2,283,227	181,886	109%	2,286,605	(3,378)	0%	
Licenses and Permits	628,250	164,124	(464,126)	26%	293,390	(129,266)	-44%	
Intergovernmental	-	-	-	0%	-	-		
Miscellaneous	100,000	25,336	(74,664)	25%	29,099	(3,763)	-13%	
Transfers In	7,500	943	(6,557)	13%	2,305	(1,361)	-59%	
<b>Current Revenues</b>	<b>735,750</b>	<b>190,404</b>	<b>(545,346)</b>	26%	<b>324,794</b>	<b>(134,390)</b>	-41%	
Total Resources (BFB + Current Revenues)	2,837,091	2,473,631	(363,460)		2,611,399	(137,768)		

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	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change	
				% of Budget			FY25 to FY26	
<b>Building continued</b>								
Expenses								
Personnel Services	764,084	164,295	(599,789)	22%	161,125	3,170	2%	
Materials and Services	150,413	32,456	(117,957)	22%	26,242	6,215	24%	
Capital Outlay	1,618	-	(1,618)	0%	11	(11)	-100%	
Transfers Out	79,533	19,883	(59,650)	25%	20,396	(512)	-3%	
<b>Current Expenses</b>	<b>995,648</b>	<b>216,634</b>	<b>(779,014)</b>	22%	<b>207,773</b>	<b>8,862</b>	4%	
Contingencies	200,000	-	(200,000)	0%	-	-		
<b>Unappropriated Ending Fund Balance</b>	<b>1,641,443</b>	<b>2,256,996</b>	<b>615,553</b>	138%	<b>2,403,626</b>	<b>(146,630)</b>	-6%	
Total Expenditures (Current Expenses + Contingency + EFB)	2,837,091	2,473,631	(363,460)		2,611,399	(137,768)		
<b>Stormwater Capital</b>								
Revenues								
Beginning Fund Balance	-	-	-	0%	-	-		
Intergovernmental	-	-	-	0%	-	-		
Charges for Services	-	-	-	0%	-	-		
Miscellaneous	-	-	-	0%	-	-		
Transfers In	500,000	-	(500,000)	0%	-	-		
<b>Current Revenues</b>	<b>500,000</b>	<b>-</b>	<b>(500,000)</b>	0%	<b>-</b>	<b>-</b>		
Total Resources (BFB + Current Revenues)	500,000	-	(500,000)		-	-		
Expenses								
Materials and Services	500,000	275,026	(224,974)	55%	-	275,026		
Capital Outlay	-	-	-	0%	-	-		
Transfers Out	-	-	-	0%	-	-		
<b>Current Expenses</b>	<b>500,000</b>	<b>275,026</b>	<b>(224,974)</b>	55%	<b>-</b>	<b>275,026</b>		
Contingencies	-	-	-	0%	-	-		
Designated Fund Balances								
Unappropriated Ending Fund Balance	-	(275,026)	(275,026)	0%	-	(275,026)		
<b>Total Ending Fund Balance</b>	<b>-</b>	<b>(275,026)</b>	<b>(275,026)</b>	0%	<b>-</b>	<b>(275,026)</b>		
Total Expenditures (Current Expenses + Contingency + EFB)	500,000	-	(500,000)		-	-		

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	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change	
				% of Budget			FY25 to FY26	
<b>Wastewater Services</b>								
Revenues								
Beginning Fund Balance	2,261,711	2,828,237	566,526	125%	3,114,543	(286,305)	-9%	
Intergovernmental	-	-	-	0%	-	-		
Charges for Services	12,127,617	2,055,803	(10,071,814)	17%	1,989,984	65,819	3%	
Miscellaneous	51,000	13,021	(37,979)	26%	8,995	4,026	45%	
Transfers In	-	-	-	0%	-	-		
<b>Current Revenues</b>	<b>12,178,617</b>	<b>2,068,825</b>	<b>(10,109,792)</b>	17%	<b>1,998,979</b>	<b>69,846</b>	3%	
Total Resources (BFB + Current Revenues)	14,440,328	4,897,062	(9,543,266)		5,113,521	(216,459)		
Expenses								
Personnel Services	2,869,877	652,019	(2,217,858)	23%	599,415	52,604	9%	
Materials and Services	3,153,353	857,924	(2,295,429)	27%	817,132	40,791	5%	
Capital Outlay	450,892	194	(450,698)	0%	35,108	(34,913)	-99%	
Transfers Out	6,281,234	1,570,309	(4,710,925)	25%	1,693,599	(123,291)	-7%	
<b>Current Expenses</b>	<b>12,755,356</b>	<b>3,080,446</b>	<b>(9,674,910)</b>	24%	<b>3,145,254</b>	<b>(64,808)</b>	-2%	
Contingencies	900,000	-	(900,000)	0%	-	-		
<b>Unappropriated Ending Fund Balance</b>	<b>784,972</b>	<b>1,816,617</b>	<b>1,031,645</b>	231%	<b>1,968,268</b>	<b>(151,651)</b>	-8%	
Total Expenditures (Current Expenses + Contingency + EFB)	14,440,328	4,897,062	(9,543,266)		5,113,521	(216,459)		
<b>Wastewater Capital</b>								
Revenues								
Beginning Fund Balance	24,140,562	29,015,234	4,874,672	120%	38,605,726	(9,590,492)	-25%	
Intergovernmental	76,902	-	(76,902)	0%	-	-		
Charges for Services	700,000	45,932	(654,068)	7%	71,725	(25,793)	-36%	
Miscellaneous	1,517,500	332,672	(1,184,828)	22%	501,755	(169,083)	-34%	
Transfers In	6,052,840	1,411,412	(4,641,428)	23%	1,519,130	(107,718)	-7%	
<b>Current Revenues</b>	<b>8,347,242</b>	<b>1,790,017</b>	<b>(6,557,226)</b>	21%	<b>2,092,610</b>	<b>(302,594)</b>	-14%	
Total Resources (BFB + Current Revenues)	32,487,804	30,805,251	(1,682,553)		40,698,336	(9,893,085)		

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	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change	
				% of Budget			FY25 to FY26	
<b>Wastewater Capital continued</b>								
Expenses								
Materials and Services	6,369,170	262,875	(6,106,295)	4%	201,838	61,037	30%	
Capital Outlay	2,370,000	77,690	(2,292,310)	3%	3,495,014	(3,417,323)	-98%	
Transfers Out	730,633	116,131	(614,502)	16%	130,684	(14,553)	-11%	
<b>Current Expenses</b>	<b>9,469,803</b>	<b>456,697</b>	<b>(9,013,106)</b>	5%	<b>3,827,536</b>	<b>(3,370,839)</b>	-88%	
Contingencies	2,500,000	-	(2,500,000)	0%	-	-		
Designated Fund Balances								
PERS Refinancing Reserve	684,910	1,108,800	423,890	162%	-	1,108,800		
Unappropriated Ending Fund Balance	19,833,091	29,239,754	9,406,663	147%	36,870,801	(7,631,047)	-21%	
<b>Total Ending Fund Balance</b>	<b>20,518,001</b>	<b>30,348,554</b>	<b>9,830,553</b>	148%	<b>36,870,801</b>	<b>(6,522,247)</b>	-18%	
Total Expenditures (Current Expenses + Contingency + EFB)	32,487,804	30,805,251	(1,682,553)		40,698,336	(9,893,085)		
<b>Information Systems &amp; Services</b>								
Revenues								
Beginning Fund Balance	256,461	266,523	10,062	104%	215,320	51,202	24%	
Intergovernmental	-	-	-	0%	15,443	(15,443)	-100%	
Charges for Services	1,030,017	402,128	(627,889)	39%	259,208	142,920	55%	
Miscellaneous	10,000	3,842	(6,158)	38%	3,750	92	2%	
Transfers In	1,024,880	177,612	(847,268)	17%	192,968	(15,356)	-8%	
<b>Current Revenues</b>	<b>2,064,897</b>	<b>583,583</b>	<b>(1,481,314)</b>	28%	<b>471,369</b>	<b>112,214</b>	24%	
Total Resources (BFB + Current Revenues)	2,321,358	850,106	(1,471,252)		686,689	163,416		

Amended on 11.18.2025



City of McMinnville  
Financial Report  
FY 2025-26 1st Quarter

	FY2025-26				Prior Year Comparison			Notes
	Amended Budget	Q1 - Actual YTD	Budget vs Actual	YTD as	FY25 Q1 - Actual YTD	Variance FY26 vs FY25	% change	
				% of Budget			FY25 to FY26	
<b>Information Systems &amp; Services continued</b>								
Expenses								
Personnel Services	711,500	164,576	(546,924)	23%	151,934	12,642	8%	
Materials and Services	1,044,017	338,612	(705,405)	32%	285,711	52,901	19%	
Capital Outlay	300,428	-	(300,428)	0%	-	-		
<b>Current Expenses</b>	<b>2,055,945</b>	<b>503,189</b>	<b>(1,552,756)</b>	24%	<b>437,645</b>	<b>65,543</b>	15%	
Contingencies	75,000	-	(75,000)	0%	-	-		
Designated Fund Balances								
Financial System Reserve	15,075	15,075	-	100%	15,075	-	0%	
Unappropriated Ending Fund Balance	175,338	331,842	156,504	189%	233,969	97,873	42%	
<b>Total Ending Fund Balance</b>	<b>190,413</b>	<b>346,917</b>	<b>156,504</b>	182%	<b>249,044</b>	<b>97,873</b>	39%	
Total Expenditures (Current Expenses + Contingency + EFB)								
	2,321,358	850,106	(1,471,252)		686,689	163,416		
<b>Insurance Services</b>								
Revenues								
Beginning Fund Balance	420,247	519,648	99,401	124%	548,125	(28,477)	-5%	
Charges for Services	1,454,939	1,075,053	(379,886)	74%	940,887	134,166	14%	
Miscellaneous	132,000	89,487	(42,513)	68%	104,803	(15,316)	-15%	
<b>Current Revenues</b>	<b>1,586,939</b>	<b>1,164,540</b>	<b>(422,399)</b>	73%	<b>1,045,690</b>	<b>118,850</b>	11%	
Total Resources (BFB + Current Revenues)								
	2,007,186	1,684,188	(322,998)		1,593,815	90,373		
Expenses								
Materials and Services	1,614,187	1,303,769	(310,418)	81%	1,193,920	109,849	9%	The main invoice for city insurance is paid at the beginning of the year.
Capital Outlay	30,000	-	(30,000)	0%	-	-		
Transfers Out	82,499	20,625	(61,874)	25%	20,632	(7)	0%	
<b>Current Expenses</b>	<b>1,726,686</b>	<b>1,324,394</b>	<b>(402,292)</b>	77%	<b>1,214,552</b>	<b>109,842</b>	9%	
Contingencies	150,000	-	(150,000)	0%	-	-		
<b>Unappropriated Ending Fund Balance</b>	<b>130,500</b>	<b>359,795</b>	<b>229,295</b>	276%	<b>379,263</b>	<b>(19,469)</b>	-5%	
Total Expenditures (Current Expenses + Contingency + EFB)								
	2,007,186	1,684,188	(322,998)		1,593,815	90,373		

Amended on 11.18.2025



# STAFF REPORT

**DATE:** November 12, 2025  
**TO:** Mayor and City Councilors  
**FROM:** Heather Richards, Community Development Director  
**SUBJECT:** Resolution No. 2025-62, Appointment to Planning Commission

**STRATEGIC PRIORITY & GOAL:**



**ENGAGEMENT & INCLUSION**

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

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

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**Report in Brief:**

This is the consideration of Resolution No. 2025-62 appointing a volunteer to a vacancy on the Planning Commission.

**Background:**

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

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

**Discussion:**

There is one vacancy on the Planning Commission for a Ward 1 position, with the term being the remainder of a 4-year term ending December 31, 2027. The vacancy was advertised in the News Register on September 19, September 26, and October 3, 2025, and advertised on social media and the News-Register website. Applications were accepted through October 6, 2025. Interviews were conducted on October 22, 2025.

***Planning Commission***

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

There were three people that interviewed for the Planning Commission vacancy who were eligible for the Ward 1 position.

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

<b><u>PLANNING COMMISSION</u></b> (Remainder of 4-year term)	
<b>Abigail Neilan, (Ward 1)</b>	Term Expires December 31, 2027

**Attachments:**

1. Resolution No. 2025-62
2. Planning Commission Application from Abigail Neilan

**Fiscal Impact:**

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

**Recommendation/Suggested Motion:**

**“I MOVE TO APPROVE RESOLUTION NO. 2025-62 APPOINTING A VOLUNTEER TO THE MCMINNVILLE PLANNING COMMISSION.”**

**RESOLUTION NO. 2025-62**

A Resolution appointing a volunteer to the Planning Commission.

**RECITALS:**

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

**Whereas**, the City Council is responsible for making appointments.

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

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

**PLANNING COMMISSION:**  
(Remainder of 4-year term)

**Abigail Neilan**, (Ward 1)

Term Expires December 31, 2027

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

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 12th day of November 2025 by the following votes:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Approved this 12th day of November 2025.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Recorder

**ATTACHMENT 2 TO STAFF REPORT**

# Application for service on City Commissions, Committees, or Project Advisory Committees

**Thank you for your interest in serving your community! The information on this form will help City staff learn more about the background of persons interested in serving on a particular commission, committee, or project advisory committee. Be sure to check the City's [webpage](#) for more information about when our commissions, committees, and PAC's meet.**

**\*\*If the committee you are interested in is *not* shown below, they are not currently accepting applications at this time. Please check back later.\*\***

Name \*

First and last name

Abigail Neilan

Address \*

[Redacted]

Email Address \*

[Redacted]

What ward do you reside in? (You may view the ward map [here](#) .

Ward 1

Ward 2

Ward 3

Other: .....

Best Contact Number (please indicate the best time of day to reach you) \*

.....

**Committee Vacancy Descriptions**

**Planning Commission – 1 Position Open**

**Must Reside in Ward 1**

The Planning Commission meets on the third Thursday of each month at 6:30 p.m., in the McMinnville Civic Hall Building, located at 200 NE Second Street. The Commission is a nine-member, City Council appointed body, that takes action and makes recommendations to the City Council on a variety of current and long-range land use matters. Membership on the Commission requires that a person must live in the ward they represent. The chosen Commissioner will be serving the remaining of a four-year term that ends December 2027.

**Affordable Housing Committee - 1 Position Open**

We are seeking applicants for one open position. The Affordable Housing Committee is a nine-member City Council appointed body tasked with evaluating and implementing an Affordable Housing Action Plan meant to increase housing supply for low- and no-income families. The committee member chosen will be serving a three-year term that ends December of 2028.

**Committee you're applying for: \***

*\*Please see application criteria above*

Planning Commission

Affordable Housing Committee

Youth Liaison

**How many years have you lived in McMinnville? \***

8

**Education or Occupational Background \***

BA in Classical Literature & Languages, Sommelier/Wine Industry for ~20 years

**Why are you interested in serving? \***

Simply put, I love McMinnville and would like to have an even more direct hand in guiding it into a prosperous future.

For the past several years I have served on MURAC, through which I have been a part of many exciting projects like Third Street Improvement and NW Rubber. In my work on the HPS PAC I helped in the production of the Housing Production Strategy document that we hope will help generate more affordable housing in town, and most recently I have been Chairing the Innovation Campus/McMinnville Landing PAC which we hope will bring high-paying jobs to town and deliver much-needed services to the Three Mile Lane area as well as help better tie that part of town to the rest of the city.

I have a passion for helping improve our community, and serving on the Planning Commission for me is the next logical step. I am eager to tie my knowledge and experience from my other committee service into this work, as well as learn more about the nuts and bolts of land-use and long-range planning.

Please digitally sign your name below. \*

Abigail Neilan

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Google Forms



## Liquor License Recommendation

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BUSINESS NAME / INDIVIDUAL: El Torito Supermarket LLC  
BUSINESS LOCATION ADDRESS: 1621 NE Baker ST, McMinnville  
LIQUOR LICENSE TYPE: Off-Premise Sales

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

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

Proposed business operations:

Retail off-premises sales

---

Tritech Records Management System Check: Yes  No

Criminal Records Check: Yes  No

Recommended Action: Approve  Disapprove

*Scott Fessler* Captain  
McMinnville PD

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Chief of Police / Designee

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City Manager / Designee



## Local Government Recommendation – Liquor License

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

The local government is as follows:

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

### INSTRUCTIONS:

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

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

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

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

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

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

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

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



# Local Government Recommendation – Liquor License

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

## Section 1 – Submission – To be completed by Applicant:

### License Information

Legal Entity/Individual Applicant Name(s): EL RANCHO MARKET LLC

Proposed Trade Name: EL TORITO SUPERMARKET

Premises Address: 1621 BAKER ST NE Unit:

City: MCMINNVILLE County: YAMHILL Zip: 97128

Application Type:  New License Application  Change of Ownership  Change of Location

License Type: OFF PREMISSES  Additional Location for an Existing License

### Application Contact Information

Contact Name: LILIANA PEREZ Phone: [REDACTED]

Mailing Address: [REDACTED]

City: SALEM State: OR Zip: 97303

Email Address:

### Business Details

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

Manufacturing/Production

Retail Off-Premises Sales

Retail On-Premises Sales & Consumption

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

Indoor Consumption  Outdoor Consumption

Proposing to Allow Minors

### Section 1 continued on next page



# Local Government Recommendation – Liquor License

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

Legal Entity/Individual Applicant Name(s): EL RANCHO MARKET LLC

Proposed Trade Name: EL TORITO SUPERMARKET

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

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

#### Local Government Recommendation Proof of Acceptance

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

City or County Name: McMinnville

Optional Date Received Stamp

Date Application Received: 10/08/2025

Received by: Scott Fessler, Captain, McMinnville PD

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

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

Name of Reviewing Official:

Title:

Date:

Signature:

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



# Staff Report

**DATE:** October 29, 2025  
**TO:** City Council  
**FROM:** Katie Henry, Finance Director  
Jason Carbajal, Municipal Court Supervisor  
**SUBJECT:** Authorize contract for Court Software implementation project

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## CITY GOVERNMENT CAPACITY

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

### Report in Brief

Public safety and livability issues are a City and community priority focus and the McMinnville Municipal Court is a cornerstone of this effort. The Court's efficiency in adjudicating criminal cases plays an important part in providing this key community service and the associated processes are constantly evaluated for improvement including investments into underlying technology. The Municipal Court has identified court software improvement as a focus point to be able to allow the court to serve the community better.

Feedback from City Council through several recent budget cycles have included discussions toward identifying court software as a need for the Court. Investing in new technology will elevate staff productivity, streamline court functions, and provide better outcomes to court clients and the entire community.

Staff is enthusiastic about obtaining software that will provide efficiency and transparency regarding criminal and violation cases cited by McMinnville Police department.

The topic of court software has been presented to City Council at the most recent budget discussions. The funding for this software implementation is included in the adopted FY2025-26 budget.

### What have we done

In order to select a vendor for the software we needed, staff reviewed the options for procurement. One top priority for us was to make sure the software that was selected could integrate into our accounting software as well as the police ticketing system. Another high priority was to move quickly on this implementation since the goal is to have it in service by the end of the fiscal year.

Intergovernmental cooperative purchasing agreements are the most cost effective and efficient way to address these priorities. The same vendor, Tyler Tech, who provides our accounting software has a current contract with Sourcewell that is available to us to use. After reviewing the request for proposals and related documents we found that it was applicable to our needs and would provide us with a 10% discount over list pricing.

### Software Enhancements

Staff from multiple City departments formed a team to discuss and evaluate Court processes and potential improvements and selected a software product from Tyler Technologies called 'Municipal Justice' as most aligned with the required functionality for the Municipal Court. It demonstrated integrated functionality for Court case management. The technology promotes court efficiency and streamlines court processes that currently is very labor intensive. The court will become primarily paperless while emphasizing a commitment to transparency and customer satisfaction.

The McMinnville Municipal Court belongs to the Oregon Association of Court Administrators. The Court has interactions with other courts that have Tyler Technology Municipal Justice as their operating system. These courts report very positive feedback regarding using Municipal Justice. The highlights from their feedback being case management functionality, case resolution tools, automated processes, paperless capabilities, streamlined workflows, integrated financial capabilities, collection and payment efficiencies, and customized financial reports and analytics.

### **Financial impact**

The recommended solution is \$79,370 in one-time implementation costs with an annual fee of \$45,654. The FY2025-26 budget includes \$151,000 for the Court software implementation project being supported by repurposed ARPA project dollars.

Moving to the new court software system will allow us to make changes and improve our existing financial collection efforts. Municipal Justice allows for email and text communications regarding payment due dates and delinquent payment notices that will help promote timely payments reducing the number of delinquent accounts in the collections process. With the increased capability for better court collections, it is expected that the Court will increase incoming revenue and be able to offset some costs in future years.

The repurposed ARPA project funds will be able to pay for the full carrying cost of the attached contract in FY2025-26.

### **Council options**

1. Authorize the City Manager to sign the contract for the Tyler Technology Municipal Justice software implementation, totaling \$216,332.

The recommended software solution delivers on our public safety objective. The tool will provide the City with Court efficiencies and capabilities to serve the public.

2. Reject the contract resolution

This will mean the status quo for both court processes and judicial transparency for the community.

### **Attachments**

1. Resolution No. 2025-63
2. Tyler Technology Contract

**RESOLUTION NO. 2025 - 63**

A Resolution authorizing the City Manager to execute a contract for Municipal Court Software with Tyler Technologies, Inc.

**RECITALS:**

**Whereas**, in an effort to increase efficiencies and modernize practices in municipal court operations, the City is looking to contract with an outside party for software as a service; and

**Whereas**, according to ORS190.420 the City can enter into interagency agreements; and

**Whereas**, the City is a member of the service of Sourcewell under member number 41616; and

**Whereas**, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI; and

**Whereas**, documentation of the Sourcewell competitive bid process, as well as Tyler’s contract with and pricing information for Sourcewell is available at <https://www.sourcewell-mn.gov/cooperative-purchasing/060624-TTI>; and

**Whereas**, project funding for one-time fees and year one of the recurring charges is included in the Adopted FY 2025-26 Budget in account 80.8750-97 for the proposed work.

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

1. That entry into a Software as a Service Agreement with Tyler Technologies, Inc. in the amount of \$216,332 (with \$79,370 being one time implementation costs and \$45,654 recurring fees per year for a contract of 3 years) is hereby approved.
2. That the City Manager is hereby authorized and directed to execute the Software as a Service Agreement.
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 12<sup>th</sup> day of November, 2025 by the following votes:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Approved this 12<sup>h</sup> day of November, 2025.

\_\_\_\_\_  
MAYOR

Approved as to form:

Attest:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Recorder



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcwell ("Sourcwell") under member number 41616;

WHEREAS, Tyler participated in the competitive bid process in response to Sourcwell RFP #060624 by submitting a proposal, on which Sourcwell awarded Tyler a Sourcwell contract, numbered 060624-TTI (hereinafter, the "Sourcwell Contract");

WHEREAS, documentation of the Sourcwell competitive bid process, as well as Tyler's contract with and pricing information for Sourcwell is available at <https://www.sourcwell-mn.gov/cooperative-purchasing/060624-TTI>; and

WHEREAS, Client desires to purchase off the Sourcwell Contract to procure certain software functionality indicated in the Investment Summary from Tyler, which Tyler agrees to deliver pursuant to the Sourcwell Contract and under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users





mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.

- **“Developer”** means a third party who owns the intellectual property rights to a Third-Party Product.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the

Third-Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.

- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
2. **Ownership.**
  - 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
3. **Data.**
  - 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
  - 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
  - 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
  - 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.
4. **Restrictions.**
  - 4.1. You may not:
    - 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
    - 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer

- any part of the SaaS Services;
- 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
  - 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
  - 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.
6. SaaS Services.
- 6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.
  - 6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
  - 6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services,

including any integrations.

6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.

## SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to

your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.
9. Maintenance and Support Services.
  - 9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
    - 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
    - 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
    - 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
    - 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
  - 9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
  - 9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving

reasonable access to your Data and systems.

- 9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

## SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
  - 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
  - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

## SECTION E – TERM AND TERMINATION

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).

- 2.1. *Failure to Pay Fees.* You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
- 2.2. *For Cause.* If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
- 2.3. *Force Majeure.* Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4. *Lack of Appropriations.* If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## **SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.
  - 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
  - 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
    - 1.3.1. procure the right to continue its use;
    - 1.3.2. modify it to make it non-infringing; or
    - 1.3.3. replace it with a functional equivalent.We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
  - 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
  - 2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our

agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
4. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION G – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a



mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Performance Issues and Dispute Resolution.

2.1. *Notice.* You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.

2.2. *Invoice Issues.*

2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.

2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.

2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.

2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.

2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.

2.3. *Dispute Resolution.* You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin.

We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
  - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this

Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A** Investment Summary
- Exhibit B** Invoicing and Payment Terms
- Exhibit C** Service Level Agreement
- Exhibit D** Third-Party Terms
- Exhibit E** Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of McMinnville, Oregon

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Notices:

Tyler Technologies, Inc.  
7701 College Boulevard  
Overland Park, KS 66210  
Attention: Chief Legal Officer

Address for Notices:

City of McMinnville  
230 NE 2<sup>nd</sup> Street  
McMinnville, OR 97128-4831  
Attention: \_\_\_\_\_