



Kent Taylor Civic Hall  
200 NE Second Street  
McMinnville, OR 97128

**City Council Meeting Agenda**  
**Tuesday, April 23, 2019**  
**6:30 p.m. – Work Session**  
**7:00 p.m. – Regular Council Meeting**

*Welcome! All persons addressing the Council will please use the table at the front of the Council Chambers. All testimony is electronically recorded. Public participation is encouraged. If you wish to address Council on any item not on the agenda, you may respond as the Mayor calls for "Invitation to Citizens for Public Comment."*

**6:30 PM – WORK SESSION – COUNCIL CHAMBERS**

1. Call to Order
2. McMinnville Downtown Association Annual Report
3. Adjournment

**7:00 PM – REGULAR COUNCIL MEETING – COUNCIL CHAMBERS**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PROCLAMATIONS
  - a. Lemonade Day
  - b. Arbor Day
  - c. Historic Preservation Month
4. INVITATION TO CITIZENS 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 3 minutes per person for a total of 30 minutes. Please complete a request to speak card prior to the meeting. Speakers may not yield their time to others.*
5. ADVICE/ INFORMATION ITEMS
  - a. Reports from Councilors on Committee & Board Assignments
  - b. Department Head Reports
  - c. Cash and Investment Report
6. CONSENT AGENDA
  - a. Consider OLCC liquor license request for Full On-Premises, Commercial for The Farmer's Lunchbox LLC DBA: Conservatory Bar located at 830 SE 1<sup>st</sup> Street.

Kent Taylor Civic Hall is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made a least 48 hours before the meeting to the City Recorder (503) 435-5702 or [melissa.bisset@mcminnvilleoregon.gov](mailto:melissa.bisset@mcminnvilleoregon.gov).

## 7. RESOLUTIONS

- a. Consider **Resolution No. 2019-26**: A Resolution replacing the previously established street tree list (Resolution No. 2016-22) with a new list of recommended, conditionally permitted, and prohibited street trees for the City of McMinnville.
- b. Consider **Resolution No. 2019-27**: A Resolution authorizing an interfund loan from the Wastewater Capital Fund to the Airport Maintenance Fund.
- c. Consider **Resolution No. 2019-28**: A Resolution making a budgetary transfer of resources and appropriation authority for fiscal year 2018-2019 in the Wastewater Capital Fund and Airport Maintenance Fund budgets.
- d. Consider **Resolution No. 2019-29**: A Resolution amending the Contract with Mascott Equipment for the 100LL Fuel Tank at the McMinnville Municipal Airport, Project 2018-7.
- e. Consider **Resolution No. 2019-30**: A Resolution providing for and approving a form of an Intergovernmental Agreement (IGA) by and between the City of McMinnville, Oregon and the Amity Fire Protection District.

## 8. ORDINANCE

- a. Consider first reading with possible second reading of Ordinance No. **5068**: An Ordinance amending the Comprehensive Plan to adopt a Historic Preservation Plan and to add new goals and policies related to the Historic Preservation Plan in Chapter III (Cultural, Historical, and Educations Resources).

## 9. ADJOURNMENT



# PROCLAMATION

**Whereas,** Lemonade Day is a fun, free experiential learning program that launched in Houston, Texas in 2007, and has grown from 2,700 kids in one city to 200,000 kids in over 35 cities across America and Canada; and

**Whereas,** there are 200 kids in McMinnville and surrounding communities who will be learning how to be young entrepreneurs by opening and operating their own businesses – a lemonade stand; and

**Whereas,** the community's business leaders are supporting and encouraging these young entrepreneurs to be brave and do big things; and

**Whereas,** since its inception, Lemonade Day has provided access to the experience of business ownership to youth from all walks of life who learn lifelong business skills and principles while learning how to make money where they are encouraged to "spend a little, save a little, and share a little"; and

**Whereas,** the mission of Lemonade Day is to empower today's youth to become tomorrow's entrepreneurs;

**Now, therefore, I, Scott A. Hill,** Mayor of the City of McMinnville, Oregon, do hereby proclaim Saturday, May 4<sup>th</sup>, 2019, as

## LEMONADE DAY

in McMinnville. We urge all citizens to recognize and encourage the efforts of our kids as they learn about being young entrepreneurs while they open and operate their own businesses.

**In Witness Whereof,** I have hereunto set my hand and caused the official Seal of the City of McMinnville to be affixed this 23<sup>rd</sup> day of April, 2019.

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Scott A. Hill, Mayor



**City of McMinnville**  
**Planning Department**  
231 NE Fifth Street  
McMinnville, OR 97128  
(503) 434-7311  
[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

## STAFF REPORT

**DATE:** April 23, 2019  
**TO:** Mayor and City Councilors  
**FROM:** Jamie Fleckenstein, Associate Planner  
**SUBJECT:** Arbor Day Proclamation

### STRATEGIC PRIORITY & GOAL:



#### **GROWTH & DEVELOPMENT CHARACTER**

Guide growth & development strategically, responsively & responsibly to enhance our unique character.

**OBJECTIVE/S:** Strategically plan for short and long-term growth and development that will create enduring value for the community

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### **Report in Brief:**

This is a proclamation to be read by the Mayor which will proclaim April 26, 2019 as Arbor Day in McMinnville.

### **Background:**

In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and world. Trees reduce the erosion of our precious topsoil, clean the air by absorbing 48 pounds of carbon dioxide each year per tree, produce life-giving oxygen, and provide vital habitat for wildlife. Trees can moderate the average temperature in a city by 10 degrees and can cut individual household heating and cooling costs by up to 25%; Trees increase property values, enhance the economic vitality of our business areas, and beautify the community.

### **Discussion:**

The City of McMinnville is celebrating its 22<sup>nd</sup> year as a certified Tree City USA as recognized by the Arbor Day Foundation. In honor of Arbor Week in Oregon, 3 new Eastern Red Bud trees were planted at McMinnville High School's "Bear Hugs" along with a commemorative plaque with much help from McMinnville School District, Oregon Community Trees, Trees for McMinnville, and community members.



**Attachments:**

Proclamation for Arbor Day

**Fiscal Impact:**

None.

**Recommendation:**

Staff recommends that the Mayor read the attached proclamation to proclaim April 26, 2019 as Arbor Day in the City of McMinnville.



# PROCLAMATION

**Whereas**, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**Whereas**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and is now observed throughout the nation and world; and

**Whereas**, trees reduce the erosion of our precious topsoil, clean the air by absorbing 48 pounds of carbon dioxide each year per tree, produce life-giving oxygen, and provide vital habitat for wildlife; and

**Whereas**, trees can moderate the average temperature in a city by 10 degrees and can cut individual household heating and cooling costs by up to 25%; and

**Whereas**, trees in our city increase property values, enhance the economic vitality of our business areas, and beautify our community; and

**Whereas**, the City of McMinnville is celebrating its 22<sup>nd</sup> year as a certified Tree City USA as recognized by the Arbor Day Foundation; and

**Whereas**, in honor of Arbor Week in Oregon, 3 new Eastern Red Bud trees were planted at McMinnville High School's "Bear Hugs" along with a commemorative plaque with much help from McMinnville School District, Oregon Community Trees, Trees for McMinnville, and community members; and

**Whereas**, trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE, I, Scott A. Hill**, Mayor of the City of McMinnville, do hereby proclaim April 26, 2019 as

## ARBOR DAY

in the City of McMinnville, and I urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands, and further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

**In Witness Whereof**, I have hereunto set my hand and caused the official Seal of the City of McMinnville to be affixed this 23<sup>rd</sup> day of April, 2019.

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Scott A. Hill, Mayor



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## STAFF REPORT

**DATE:** April 23, 2019  
**TO:** Mayor and City Councilors  
**FROM:** Chuck Darnell, Senior Planner  
**SUBJECT:** Historic Preservation Month Proclamation

### STRATEGIC PRIORITY & GOAL:



#### **GROWTH & DEVELOPMENT CHARACTER**

Guide growth & development strategically, responsively & responsibly to enhance our unique character.

**OBJECTIVE/S:** Strategically plan for short and long-term growth and development that will create enduring value for the community

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### **Report in Brief:**

This is a proclamation to be read by the Mayor which will proclaim May 2019 as Historic Preservation Month in McMinnville.

### **Background:**

Historic Preservation Month was first established and observed by the National Trust for Historic Preservation in 1973. The National Trust for Historic Preservation is a nonprofit organization dedicated to protecting America's historic buildings, landscapes, and neighborhoods.

The City's Historic Landmarks Committee is the appointed body that is involved in the practice of historic preservation, serving as the body tasked with managing the City's Historic Resources Inventory and reviewing any alteration to an existing historic landmark. The Historic Resources Inventory is a locally adopted list of protected historic structures, buildings, and sites in the city, and includes numerous resources dating back as far as 1853.

### **Discussion:**

Historic Preservation Month is celebrated annually during the month of May across the country. Public agencies and nonprofits use the month of May as a time to celebrate and promote historic buildings, sites, landscapes, and neighborhoods. McMinnville's extensive Historic Resources Inventory, which includes numerous buildings and sites, provides ample opportunity to highlight the important historic resources that exist throughout the city. The McMinnville Downtown Historic District is listed on the

National Register of Historic Places and includes many of the most prominent historic buildings in McMinnville, but a vast majority of our historic resources are located in other historic areas of the city.

The Historic Landmarks Committee will be working to promote important and interesting historic resources during Historic Preservation Month. The committee members are assisting in compiling information on important historic resources, including historic and current photos, as well as stories that provide more information about the role that the historic resources play in the city. The committee's goal is to provide information and photos on a few historic resources each week during Historic Preservation Month. The Planning Department will be sharing the information on the selected historic resources through the McMinnville Matters website and social media platforms.

There is a specific section of the McMinnville Matters website that will be used to highlight historic buildings and places in McMinnville, which is titled "This Place Matters, and can be accessed here:

<https://www.mcminnvillematters.com/this-place-matters>

Other activities during Historic Preservation Month will include the selection and presentation of Historic Preservation Awards. The Historic Preservation Awards were presented to property owners last year, and were a great opportunity to acknowledge and honor outstanding historic preservation efforts that have been undertaken in the City of McMinnville. The awards may be provided to property owners that completed historic preservation projects (such as remodeling, restoration, or reconstruction), but can also be provided to individuals that are particularly committed to or involved in historic preservation efforts in the community. A selection committee will be formed to review award nominations, and the awards will be announced and presented to the property owners at a future City Council meeting.

Also, the Historic Landmarks Committee is also hoping to make information on the City's historic preservation program available at the Farmer's Market. Last year, the City used Certified Local Government (CLG) grant funds to reproduce the "Stroll McMinnville" historic walking tour booklet, and the Historic Landmarks Committee is investigating whether these booklets can be distributed at the Farmer's Market to entice people to learn more about the historic buildings in the downtown area. The Committee would also like to provide additional information about historic resources in other areas of the city and the City's historic preservation program.

**Attachments:**

Proclamation for Historic Preservation Month

**Fiscal Impact:**

None.

**Recommendation:**

Staff recommends that the Mayor read the attached proclamation to proclaim May 2019 as Historic Preservation Month in the City of McMinnville.



# PROCLAMATION

**Whereas**, the National Trust for Historic Preservation, a nonprofit dedicated to protecting America's historic buildings, landscapes, and neighborhoods, established an annual celebration of historic preservation across the country; and

**Whereas**, this celebration, known as National Historic Preservation Month, was first established and observed by the National Trust for Historic Preservation in 1973; and

**Whereas**, National Historic Preservation Month is now observed in the month of May every year throughout the country; and

**Whereas**, the City of McMinnville has a rich history as the primary social and economic center of the Yamhill County region; and

**Whereas**, the McMinnville Downtown Historic District, the economic center of our city focused on Third Street, is listed on the National Register of Historic Places; and

**Whereas**, the City of McMinnville promotes and protects its historic buildings and sites through a locally adopted Historic Resources Inventory, managed by the Historic Landmarks Committee, which includes numerous buildings and sites dating back as far as 1853; and

**Whereas**, the protection of our historic resources enhances the economic vitality of our community, beautifies our built environments, and instills in our community members a sense of pride in the historic importance of the City of McMinnville.

**NOW, THEREFORE, I, Scott A. Hill**, Mayor of the City of McMinnville, do hereby proclaim **May 2019** as

## HISTORIC PRESERVATION MONTH

in the City of McMinnville, and I urge all citizens to celebrate Historic Preservation Month and support efforts to protect our valued historic resources throughout the city.

**In Witness Whereof**, I have hereunto set my hand and caused the official Seal of the City of McMinnville to be affixed this 23<sup>rd</sup> day of April, 2019.

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Scott A. Hill, Mayor

CITY OF MCMINNVILLE - CASH AND INVESTMENT BY FUND  
January 2019

FUND #	FUND NAME	GENERAL OPERATING		
		CASH IN BANK	INVESTMENT	TOTAL
01	General	\$2,903,529.15	\$8,844,297.64	\$11,747,826.79
05	Special Assessment	233.18	146,618.82	146,852.00
07	Transient Lodging Tax	60.63	113,000.00	113,060.63
10	Telecommunications	839.98	1,030.00	1,869.98
15	Emergency Communications	679.70	171,094.81	171,774.51
20	Street (State Tax)	87.97	1,986,110.25	1,986,198.22
25	Airport Maintenance	462.74	(370,250.97)	(369,788.23)
45	Transportation	773.04	6,779,447.43	6,780,220.47
50	Park Development	90.03	1,554,036.31	1,554,126.34
58	Urban Renewal	265.60	282,633.65	282,899.25
59	Urban Renewal Debt Service	282.86	314,168.85	314,451.71
60	Debt Service	278.64	3,172,193.24	3,172,471.88
70	Building	920.21	1,225,500.00	1,226,420.21
75	Sewer	663.60	1,365,539.19	1,366,202.79
77	Sewer Capital	906.46	28,371,103.65	28,372,010.11
79	Ambulance	358.43	(534,164.72)	(533,806.29)
80	Information Systems & Services	441.74	208,713.61	209,155.35
85	Insurance Reserve	971.05	1,877,290.54	1,878,261.59
CITY TOTALS		2,911,845.01	55,508,362.30	58,420,207.31

MATURITY DATE	INSTITUTION	TYPE OF INVESTMENT	INTEREST	CASH VALUE
			RATE	
N/A	Key Bank of Oregon	Checking & Repurchase Sweep Account	0.20%	\$ 2,911,245.01
N/A	Key Bank of Oregon	Money Market Savings Account	0.02%	15,514,719.12
N/A	State of Oregon	Local Government Investment Pool (LGIP)	2.50%	33,387,234.43
N/A	State of Oregon	Park Improvement Bonds (LGIP)	2.50%	636,383.94
N/A	State of Oregon	Transportation Bond (LGIP)	2.50%	5,032,372.59
N/A	State of Oregon	Urban Renewal Loan Proceeds (LGIP)	2.50%	279,448.39
N/A	MassMutual Financial Group	Group Annuity	3.00%	658,803.83
				<u>\$ 58,420,207.31</u>



City Recorder Use	
Final Action: _____	
<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved

## Liquor License Recommendation

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BUSINESS NAME / INDIVIDUAL: The Farmer's Lunchbox LLC DBA: Conservatory Bar  
BUSINESS LOCATION ADDRESS: 830 SE 1<sup>st</sup> Street  
LIQUOR LICENSE TYPE: Full on-premises, Commercial

Is the business at this location currently licensed by OLCC

☐ Yes ☒ No

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

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Hours of operation: 2 pm to 12 am Sunday - Saturday

Entertainment: Live music, recorded music, DJ music, Dancing, coin-operated games

Hours of Music: Live music Friday-Sunday 5 pm to 12 am\*events only

Seating Count: 36 restaurant, 9 lounge, 4 outdoor: total 49

EXEMPTIONS:

(list any exemptions)

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Tritech Records Management System Check: ☒ Yes ☐ No

Criminal Records Check: ☒ Yes ☐ No

Recommended Action: ☒ Approve ☐ Disapprove

Chief of Police / Designee

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City Manager / Designee





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## STAFF REPORT

DATE: April 23, 2019  
TO: Mayor and City Councilors  
FROM: Jamie Fleckenstein, Associate Planner  
SUBJECT: Resolution No. 2019-26: Approving a new “McMinnville Street Tree List”

### STRATEGIC PRIORITY & GOAL:



#### GROWTH & DEVELOPMENT CHARACTER

Guide growth & development strategically, responsively & responsibly to enhance our unique character.

**OBJECTIVE/S:** Strategically plan for short and long-term growth and development that will create enduring value for the community

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### Report in Brief:

This is the consideration of Resolution 2019-26, adopting a new “McMinnville Street Tree List.

### Background:

In 2016, the McMinnville Street Tree List was approved by City Council and adopted by Resolution No. 2016-22. The list provides general characteristics desirable in street trees in McMinnville and lists several recommended street trees generally acceptable for use as street trees. Section 17.58.090(A) of the McMinnville Zoning Ordinance states “The Landscape Review Committee may periodically update the McMinnville Street Tree List as necessary to reflect current arborist practices and industry standards.”

A stated purpose of McMinnville’s street tree program is “...to promote a diverse, healthy, and sustainable community forest; and to educate the public regarding community forest issues.” An update to the current format and content of McMinnville’s Street Tree List is an opportunity to promote diversity in the urban forest and to provide an educational component to the public.

Currently, the Street Tree List provides recommendations for Small, Medium, and Large Tree categories. The names of recommended species and/or varieties are provided without further detail about the trees’ characteristics. Further, the list seems to emphasize Cherries, Plums, and Maples by listing these tree species ahead of a broad category of “Other” species. This emphasis can be seen in the selection of street trees planted throughout McMinnville, which seem to be weighted towards these few species. The format of the list does not seem to promote diversity in McMinnville’s urban forest.





















Additionally, the current Street Tree List does not provide any further information about specific characteristics of individual tree varieties, which can vary widely within a species. Basic information about a tree's size, form, and other relevant qualities can help the public select a specific variety that is the "right tree for the right place". By providing more information about the characteristics of a tree selection, the hope is that future conflicts can be anticipated and avoided, resulting in street tree selections that will live longer and provide greater benefits to the community, with fewer conflicts with public improvements.

Beginning in September, 2018, the Landscape Review Committee has provided guidance to staff to update the Street Tree List with several goals including:

- Make the Street Tree List more user-friendly
- Increase the number of recommended species to improve diversity of the urban forest
- Provide more detailed information about recommended species to make it easier to select the "right tree for the right place" to reduce potential future issues
- Reconsider the suitability of some tree species for use as a street tree

### **Discussion:**

With the Landscape Review Committee's guidance, staff developed an update to the McMinnville Street Tree List, specifically the Recommended Species for Small, Medium, and Large Trees, and the Prohibited Street Trees. The full updated list is provided as Exhibit A to the Resolution. A sample of the new format can be seen in the image below:

<b>McMinnville Street Tree List</b>									
<i>Recommended Small Tree Species</i>									
Scientific Name Common Name	Minimum Planter Width (ft.)	Under Wires?	Mature Height (ft.)	Canopy Width (ft.)	Tree Form	Flowers	Fall Color	Native	Comments
<i>Acer buergerianum</i> Trident Maple	4	No	30	25		n/a			Tolerant of many urban conditions; year-round interest
<i>Acer griseum</i> Paperbark Maple	4	Yes	25	20		n/a			Attractive peeling coppery bark
<i>Acer griseum</i> 'JFS-KW8AGRI' Fireburst Paperbark Maple	4	Yes	25	18		n/a			Outstanding form and fall color, coppery peeling bark
<i>Acer palmatum</i> 'Blood Good' Blood Good Japanese Maple	4	Yes	20	20		n/a			Burgundy foliage
<i>Acer palmatum</i> 'Sango Kaku' Coralbark Japanese Maple	4	Yes	20	20		n/a			Bark on young stems brilliant coral
<i>Acer tartaricum</i> ssp. <i>ginnala</i> 'Flame' Flame Amur Maple	4	Yes	25	20					Fragrant spring flowers, attractive fall color
<i>Amelanchier laevis</i> 'JFS-Arb' Spring Flurry Serviceberry	4	Yes	25	20					Exceptional form, showy spring flowers
<i>Amelanchier x grandiflora</i> 'Autumn Brilliance' Autumn Brilliance Serviceberry	4	Yes	20	15					Attractive spring flowers, fall color
<i>Amelanchier x grandiflora</i> 'Princess Diana' Princess Diana Serviceberry	4	Yes	20	15					Attractive spring flowers, pinkish red fall color

Additions to the new street tree list format are informational categories including:

- Minimum width of the planter strip needed for a tree selection
- If the tree is appropriately sized to plant under overhead wires
- Mature height and canopy width
- General tree form/shape
- Ornamental characteristics – flower color and fall foliage color
- If the tree is native to the region
- Additional comments that may be pertinent to tree selection

Attachments:

Resolution No. 2019-26

The use of the table format with color and graphics is meant to make the updated Street Tree List engaging and easy to use.

The content of the street tree list was updated to provide considerably more recommended species and varieties in the hope of promoting diversity in the urban forest. Recommended species and varieties have been reviewed by the Landscape Review Committee and staff for their appropriateness as street trees.

Trees currently on the list were reviewed for their continued inclusion as recommended street trees. Of note are two species that are no longer recommended. Ornamental Pears (*Pyrus sp.*) are no longer recommended due to their characteristic poor structure that can lead to widespread branch failure. Birches (*Betula sp.*) are no longer recommended and have been placed on the prohibited street tree list because they are subject to infestation from the Bronze Birch Borer. Both of these recommendations originated from trends established by recent Street Tree Removal applications reviewed by the Landscape Review Committee.

Additionally, the revised street tree list was provided to the Public Works Department, McMinnville Water and Light, and the Oregon Department of Forestry for comment. Comments were received from Public Works and McMinnville Water and Light and have been incorporated into the street tree list update.

**Attachments:**

Resolution No. 2019-26  
McMinnville Street Tree List, revised April, 2019

**Fiscal Impact:**

None.

**Recommendation:**

Staff recommends approval of Resolution No. 2019-26.

***“I move to approve Resolution No. 2019-26.”***

RESOLUTION NO. 2019 - 26

A Resolution replacing the previously established street tree list (Resolution No. 2016-22) with a new list of recommended, conditionally permitted, and prohibited street trees for the City of McMinnville.

RECITALS:

WHEREAS, Section 17.58.090 (Street Tree Standards) of the McMinnville Zoning Ordinance requires that, except where approved by the Landscape Review Committee, the species of street trees to be planted within the public rights-of-way shall be chosen from an approved list; and

WHEREAS, to satisfy this requirement, City staff has prepared such a list (Exhibit "A"), which has been subsequently reviewed by the McMinnville Landscape Review Committee, the Oregon Department of Forestry, McMinnville Water & Light, and McMinnville Public Works, all of whom are in support of the proposed list.

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

1. The "McMinnville Street Tree List", attached as Exhibit "A," hereby replaces the previously approved, by Resolution 2016-22, street tree list, and is approved as the guiding document in the selection of street trees for planting within the public right-of-way in McMinnville
2. This Street Tree List shall take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Passed by the Council this 23<sup>rd</sup> day of April 2019 by the following votes:

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

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

Approved this 23<sup>rd</sup> day of April 2019.

\_\_\_\_\_  
MAYOR

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

## Exhibit “A”

### **McMinnville Street Tree List**

#### **Recommended, Conditionally Permitted, and Prohibited Street Trees**

Section 17.58.090 (Street Tree Standards) of the McMinnville Zoning Ordinance notes that the species of street trees to be planted in McMinnville shall be chosen from the “approved street tree list” unless approval of another species is given by the McMinnville Landscape Review Committee. The purpose of this document is to provide such a list for use by those proposing to plant trees within the public rights-of-way of McMinnville.

Within the McMinnville Zoning Ordinance, street trees are defined as a *“living, standing woody plant typically having a single trunk at least 1.5 inches in diameter at a point six inches above mean ground level at the base of the trunk that is located within the street right-of-way.”* Such trees are regulated by the standards put forth in Chapters 17.57 (Landscaping) and 17.58 (Trees) of the McMinnville Zoning Ordinance; further guidelines regarding their use and placement are provided in this document.

In general, McMinnville’s street trees should have the following characteristics:

- Single trunked to allow for adequate vision clearance;
- Growth characteristics that allow for the lower branching to be maintained at a minimum of eight feet above grade to allow for adequate vision and pedestrian clearance;
- Non-columnar to provide the maximum amount of tree canopy (some exceptions);
- Relatively deeper rooting system to protect sidewalks, lawns, and utilities;
- Not brittle or weak-wooded;
- Deciduous;
- Do not drop excessive amounts of litter (fruits, nuts), have thorns, or excessive sap; and
- Not listed as a prohibited tree.

































The street trees recommended below were selected for their general adherence to these basic principles. It is important to note, however, that each site is unique and while in most cases these trees will be appropriate, at other times they may not be due to soil conditions, drainage, specific cultivar, streetscape design considerations, vertical and horizontal space availability, or the presence of nearby utilities and structures. In those cases, alternate species may be permitted or required by the Landscape Review Committee.

This list is subject to modification as additional observations are made regarding growth characteristics of tree varieties within street tree conditions, as well as with the introduction of new and appropriate cultivars.

When considering tree spacing, please note that the spacing noted below are maximums. The purpose of the street tree ordinance is, in part, to “establish and maintain the maximum amount of tree cover on the public and private lands in the City.” This objective is taken into consideration when reviewing specific tree variety spacing, especially concerning more columnar varieties where closer spacing may be required.










# McMinnville Street Tree List

## Recommended Small Tree Species

Scientific Name Common Name	Minimum Planter Width (ft.)	Under Wires?	Mature Height (ft.)	Canopy Width (ft.)	Tree Form	Flowers	Fall Color	Native	Comments
<i>Acer buergerianum</i> Trident Maple	4	No	30	25		n/a			Tolerant of many urban conditions; year-round interest
<i>Acer griseum</i> Paperbark Maple	4	Yes	25	20		n/a			Attractive peeling coppery bark
<i>Acer griseum</i> 'JFS-KW8AGRI' Fireburst Paperbark Maple	4	Yes	25	18		n/a			Outstanding form and fall color, coppery peeling bark
<i>Acer palmatum</i> 'Blood Good' Blood Good Japanese Maple	4	Yes	20	20		n/a			Burgundy foliage
<i>Acer palmatum</i> 'Sango Kaku' Coralbark Japanese Maple	4	Yes	20	20		n/a			Bark on young stems brilliant coral
<i>Acer tartaricum</i> ssp. <i>ginnala</i> 'Flame' Flame Amur Maple	4	Yes	25	20					Fragrant spring flowers, attractive fall color
<i>Amelanchier laevis</i> 'JFS-Arb' Spring Flurry Serviceberry	4	Yes	25	20					Exceptional form, showy spring flowers
<i>Amelanchier x grandiflora</i> 'Autumn Brilliance' Autumn Brilliance Serviceberry	4	Yes	20	15					Attractive spring flowers, fall color
<i>Amelanchier x grandiflora</i> 'Princess Diana' Princess Diana Serviceberry	4	Yes	20	15					Attractive spring flowers, pinkish red fall color
<i>Amelanchier x grandiflora</i> 'Robin Hill' Robin Hill Serviceberry	4	Yes	20	15					Attractive spring flowers, more upright than other varieties
<i>Carpinus caroliniana</i> American Hornbeam	4	No	30	20		n/a			Outstanding fall color, tolerant of many soil conditions
<i>Carpinus japonica</i> Japanese Hornbeam	4	No	30	25		n/a			Fall color not outstanding
<i>Celtis reticulata</i> Western Hackberry	4	No	30	25		n/a			Deep rooting, similar to elms

## McMinnville Street Tree List



























### Recommended Small Tree Species

Scientific Name Common Name	Minimum Planter Width (ft.)	Under Wires?	Mature Height (ft.)	Canopy Width (ft.)	Tree Form	Flowers	Fall Color	Native	Comments
<i>Styrax japonicus</i> Japanese Snowbell	4	Yes	20	20					Needs regular water during establishment
<i>Tilia cordata 'Halka'</i> Summer Sprite Linden	4	Yes	20	15		n/a			Well suited to confined city spaces
<i>Zelkova serrata 'JFS-KW1'</i> City Sprite Zelkova	4	Yes	25	20		n/a			Compact form
<i>Zelkova serrata 'Schmidtlow'</i> Wireless Zelkova	4	Yes	25	35		n/a			Ideal shape for planting under utility lines































## McMinnville Street Tree List

### Recommended Medium Tree Species

Scientific Name Common Name	Minimum Planter Width (ft.)	Under Wires?	Mature Height (ft.)	Canopy Width (ft.)	Tree Form	Flowers	Fall Color	Native	Comments
<i>Acer campestre</i> Hedge Maple	5	No	35	35		n/a			Very adaptable, tolerant of dry soils and compaction
<i>Acer rubrum</i> 'Franksred' Red Sunset Maple	5	No	45	35		n/a			Brilliant fall color
<i>Acer rubrum</i> 'Armstrong' Armstrong Red Maple	5	No	45	15		n/a			Light green foliage
<i>Acer rubrum</i> 'Bowhall' Bowhall Red Maple	5	No	40	20		n/a			Upright, pyramidal form
<i>Acer rubrum</i> 'Karpick' Karpick Red Maple	5	No	40	20		n/a			Finer texture than other narrow maples
<i>Acer rubrum</i> 'October Glory' October Glory Red Maple	5	No	40	35		n/a			One of the last trees to color in fall
<i>Acer truncatum</i> x <i>A. platanoides</i> 'Keithsform' Norwegian Sunset Maple	5	No	35	25		n/a			Consistent fall color
<i>Acer truncatum</i> x <i>A. platanoides</i> 'Warrensred' Pacific Sunset Maple	5	No	30	25		n/a			Consistent fall color
<i>Acer x freemanii</i> 'Autumn Blaze' Autumn Blaze Maple	5	No	50	40		n/a			Long-lasting fall color
<i>Carpinus betulus</i> 'Fastigiata' Pyramidal European Hornbeam	5	No	40	20		n/a			Columnar when young, maturing into broad pyramidal form
<i>Carpinus betulus</i> 'Frans Fontaine' Columnar European Hornbeam	5	No	35	15		n/a			Retains columnar form into maturity
<i>Carpinus betulus</i> 'JFS-KW1CB' Emerald Avenue Hornbeam	5	No	40	25		n/a			Superior heat tolerance
<i>Cercidiphyllum japonicum</i> Katsura Tree	5	No	40	40		n/a			Sensitive to drought

## McMinnville Street Tree List

































### Recommended Medium Tree Species

Scientific Name Common Name	Minimum Planter Width (ft.)	Under Wires?	Mature Height (ft.)	Canopy Width (ft.)	Tree Form	Flowers	Fall Color	Native	Comments
<i>Cercis canadensis</i> Eastern Redbud	5	No	30	30					Showy flowers on bare branches in spring
<i>Cercis canadensis</i> 'Forest Pansy' Forest Pansy Eastern Redbud	5	No	30	30					Burgundy foliage; showy flowers on bare branches in spring
<i>Cercis canadensis</i> 'Hearts of Gold' Hearts of Gold Eastern Redbud	5	No	30	30					New pink foliage turns lime; showy flowers on bare branches in spring
<i>Cladastris kentuckea</i> Yellowwood	5	No	40	40					Fragrant spring flowers resemble wisteria; deep-rooted
<i>Cornus</i> 'Eddie's White Wonder' Kousa Dogwood	5	No	30	20					Best in well-drained soil
<i>Cornus nuttallii</i> Pacific Dogwood	5	No	40	30					Large flowers in spring and sometimes fall; part shade
<i>Davidia involucrata</i> Dove Tree	5	No	40	30					Large, unique flowers
<i>Fagus sylvatica</i> 'Fastigiata' Fastigate Beech	5	No	45	15		n/a			Attractive smooth, gray bark; deep green foliage
<i>Fagus sylvatica</i> 'Roseomarginata' Tricolor European Beech	5	No	30	30		n/a			Attractive bark; variegated foliage (purple, green, & white)
<i>Ginkgo biloba</i> 'Autumn Gold' Autumn Gold Ginkgo	5	No	40	40		n/a			Male only; yellow to gold fall color
<i>Ginkgo biloba</i> 'JFS-UGA2' Golden Colonnade Ginkgo	5	No	45	25		n/a			Male only; ideal for narrow street use
<i>Ginkgo biloba</i> 'Magyar' Magyar Ginkgo	5	No	50	25		n/a			Male only; More upright and narrow than Autumn Gold
<i>Ginkgo biloba</i> 'Princeton Sentry' Autumn Gold Ginkgo	5	No	40	15		n/a			Male only; yellow to gold fall color

































## McMinnville Street Tree List

### Recommended Medium Tree Species

Scientific Name Common Name	Minimum Planter Width (ft.)	Under Wires?	Mature Height (ft.)	Canopy Width (ft.)	Tree Form	Flowers	Fall Color	Native	Comments
<i>Gleditsia triacanthos</i> 'Draves' Street Keeper Honeylocust	5	No	45	20		n/a			Good form; tolerant of urban conditions; thornless
<i>Gleditsia triacanthos</i> 'Skycole' Skyline Honeylocust	5	No	45	35		n/a			Tight, narrow form; tolerant of urban conditions; thornless
<i>Koelreuteria paniculata</i> Golden Rain Tree	5	No	30	30					Midsummer blooms resemble paper lanterns, slow growing
<i>Liriodendron tulipifera</i> 'Fastigiatum' Emerald City Tulip Tree	5	No	50	15					Tall, narrow form; fast growing
<i>Nyssa sylvatica</i> Tupelo	5	No	45	25		n/a			Brilliant yellow-orange fall color; small dark ornamental fruit
<i>Nyssa sylvatica</i> 'Firestarter' Firestarter Tupelo	5	No	35	18		n/a			Dark green foliage turns intensely bright red in fall
<i>Nyssa sylvatica</i> 'Wildfire' Wildfire Tupelo	5	No	45	30		n/a			Foliage emerges bright red and turns green, then yellow-orange in fall
<i>Ostrya virginiana</i> Hophornbeam	5	No	40	25		n/a			Hop-like fruit, slow growing; tolerant of urban conditions
<i>Ostrya virginiana</i> 'JFS-KW5' Autumn Treasure Hophornbeam	5	No	40	20		n/a			Upright narrow form; hop-like fruit; tolerant of urban conditions
<i>Parrotia persica</i> Persian Parrotia	5	No	30	20					Showy flowers on bare branches in spring; low-branched
<i>Parrotia persica</i> 'Vanessa' Vanessa Parrotia	5	No	40	15					Showy flowers on bare branches in spring;
<i>Prunus cerasifera</i> 'Thundercloud' Thundercloud Plum	5	No	30	20					Burgundy foliage
<i>Prunus sargentii</i> Sargent Flowering Cherry	5	No	30	30					Single pink flowers; good fall color; mahogany colored bark














## McMinnville Street Tree List

### Recommended Medium Tree Species

Scientific Name Common Name	Minimum Planter Width (ft.)	Under Wires?	Mature Height (ft.)	Canopy Width (ft.)	Tree Form	Flowers	Fall Color	Native	Comments
<i>Prunus serrulata</i> 'Kwanzan' Kwanzan Cherry	5	Yes	25	20					Double pink flowers; bronze-red new growth
<i>Prunus</i> 'Snowgoose' Snow Goose Cherry	5	Yes	20	20					Disease-resistant foliage
<i>Prunus subhirtella</i> 'Autumnalis Rosea' Autumn Rose Higan Cherry	5	No	30	25					Double pink flowers in spring with an occasional fall bloom
<i>Prunus x yedoensis</i> Yoshino Cherry	5	No	40	30					Flowers appear before leaves in spring
<i>Rhamnus purshiana</i> Casacara	5	No	30	20		n/a			Native tree with black berries
<i>Stewartia monadelpha</i> Tall Stewartia	5	No	30	20					Avoid hot, dry sites; attractive peeling bark
<i>Stewartia pseudocamellia</i> Japanese Stewartia	5	No	30	25					Attractive spring flowers and peeling bark, outstanding fall color
<i>Styrax obassia</i> Fragrant Snowbell	5	No	30	20					Fragrant spring flowers
<i>Tilia cordata</i> 'De Groot' Summer Sprite Linden	5	No	30	20		n/a			Compact form
<i>Zelkova serrata</i> 'Green Vase' Green Vase Zelkova	5	No	50	40		n/a			High tolerance for wind, pollution, drought, and compacted soils; fast grower
<i>Zelkova serrata</i> 'Village Green' Village Green Zelkova	5	No	50	40		n/a			High tolerance for wind, pollution, drought, and compacted soils

## McMinnville Street Tree List

### Recommended Large Tree Species

Scientific Name Common Name	Minimum Planter Width (ft.)	Under Wires?	Mature Height (ft.)	Canopy Width (ft.)	Tree Form	Flowers	Fall Color	Native	Comments
<i>Fagus grandifolia</i> American Beech	6	No	50	40		n/a			Attractive smooth, gray bark
<i>Fagus sylvatica 'Riversii'</i> Copper European Beech	6	No	60	45		n/a			Attractive smooth, gray bark; deep reddish or purple leaves
<i>Liriodendron tulipifera 'JFS-Oz'</i> Emerald City Tulip Tree	6	No	50	25					Straighter and more upright than species
<i>Fagus sylvatica</i> European Beech	8	No	75	50		n/a			Attractive smooth, gray bark
<i>Liriodendron tulipifera</i> Tulip Tree	8	No	60	30					Fast growing tree; tulip shaped flowers
<i>Platanus x acerifolia 'Bloodgood'</i> Bloodgood London Planetree	8	No	60	40		n/a			Attractive bark; generally tolerant of urban conditions

# McMinnville Street Tree List

## Prohibited Tree Species

The following trees exhibit one or more of the following characteristics and are therefore not permitted as street trees:

- Low or weeping branches which cause visibility problems;
- Invasive root system which may damage underground utilities;
- Subject to disease or insects;
- Poisonous;
- Fruit drop which causes messy sidewalks and pavement.

Scientific Name Common Name	Comments
<i>Ailanthus sp.</i> Tree-of-Heaven	<i>Ailanthus</i> species exhibit invasive root systems.
<i>Betula sp.</i> Birch	<i>Betula</i> species are threatened by the Bronze Birch Borer.
<i>Catalpa sp.</i> Catalpa	<i>Catalpa</i> species exhibit excessive fruit drop.
<i>Crataegus sp.</i> Hawthorn	<i>Crataegus</i> species exhibit excessive fruit drop.
<i>Fraxinus sp.</i> Ash	<i>Fraxinus</i> species native to North America are threatened by the Emerald Ash Borer.
<i>Ginkgo biloba (female only)</i> Ginkgo	Female <i>Ginkgo</i> exhibit excessive odorous fruit drop.
<i>Laburnum x waterii</i> Goldenchain Tree	<i>Laburnum</i> species exhibit excessive fruit drop.
<i>Liquidambar sp.</i> Sweetgum	<i>Liquidambar</i> species exhibit excessive fruit drop.
<i>Populus sp.</i> Cottonwood, Poplar, Aspen	<i>Populus</i> species exhibit invasive root systems and weak wood.



## McMinnville Street Tree List

### Prohibited Tree Species

Scientific Name Common Name	Comments
<b><i>Quercus palustris</i></b> Pin Oak	<i>Quercus palustris</i> exhibits low or weeping branches and excessive fruit drop.
<b><i>Robinia sp.</i></b> Locust	<i>Robinia</i> species exhibit excessive fruit drop and are poisonous to livestock.
<b><i>Salix sp.</i></b> Willow	<i>Salix</i> species exhibit invasive root systems.
<b>Nut trees</b> All commercial and fruiting varieties	Commercial nut trees exhibit excessive fruit drop.
<b>Fruit trees</b> All commercial and large fruiting varieties	Commercial fruit trees species exhibit excessive fruit drop.



**City of McMinnville**  
**Finance Department**  
230 NE Second Street  
McMinnville, Oregon 97128  
[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

## STAFF REPORT

**DATE:** April 16, 2019  
**TO:** Jeff Towery, City Manager  
**FROM:** Marcia Baragary, Finance Director  
**SUBJECT:** A Resolution authorizing an interfund loan from the Wastewater Capital Fund to the Airport Maintenance Fund.  
A Resolution making a budgetary transfer of resources and appropriation authority for fiscal year 2018 – 2019 (Wastewater Capital Fund and Airport Maintenance Fund).

---

### **Report in Brief:**

This action includes a resolution authorizing an interfund loan and a resolution making a budgetary transfer. These resolutions are related to the amendment of the contract for replacing the fuel tank at the McMinnville Municipal Airport

### **Discussion:**

1. *A Resolution authorizing an interfund loan from the Wastewater Capital Fund to the Airport Maintenance Fund*

This Resolution authorizes a loan from the Wastewater Capital Fund to the Airport Fund, as needed, due to the unanticipated additional costs associated with replacing the AV Gas Tank and Fuel System (fuel tank) at the Airport. The Airport Fund does not currently have sufficient resources or appropriations to pay the additional costs. The Wastewater Capital Fund has reserve funds available to loan to the Airport Fund.

Oregon Revised Statute (ORS) 294.468 allows a local government to loan money from one fund to another, provided the loan is authorized by an official resolution of the governing body. Therefore, this resolution authorizes a loan of \$100,000 from the Wastewater Capital Fund to the Airport Fund, sets the interest rate at 2.75% per annum, and provides for repayment of the loan in five annual installment payments of \$21,680.

2. *A Resolution making a budgetary transfer of resources and appropriation authority for fiscal year 2018-19 in the Wastewater Capital Fund and Airport Maintenance Fund budgets*

To execute the loan, this Resolution transfers \$100,000 from Wastewater Capital Fund contingency to the Transfers Out to Other Funds appropriation in the Wastewater Capital Fund. Resources and appropriation authority of \$100,000 are then transferred to the Airport Fund, increasing both Transfers In from Other Funds and the Land Improvement, Capital Outlay appropriation by \$100,000 in the Airport Fund.

**Attachments:**

1. A Resolution authorizing an interfund loan from the Wastewater Capital Fund to the Airport Maintenance Fund.
2. A Resolution making a budgetary transfer of resources and appropriation authority for fiscal year 2018 – 2019 in the Wastewater Capital Fund and Airport Maintenance Fund budgets.

**Recommendation:**

Staff recommends that the City Council adopt the attached resolutions.

## RESOLUTION NO. 2019-27

A Resolution authorizing an interfund loan from the Wastewater Capital Fund to the Airport Maintenance Fund

### RECITAL:

Oregon Local Budget Law allows a local government to loan money from one fund to another, provided the loan is authorized by an official resolution of the governing body (ORS 294.468). This resolution authorizes a loan from the Wastewater Capital Fund to the Airport Maintenance Fund, as needed, due to the unanticipated need to replace the AV Gas Tank and Fuel System (fuel tank) at the Airport.

On December 11, 2018, the City Council adopted Resolution 2018-66 declaring an emergency and awarding a contract, in the amount of \$116,878.15, to Mascott Equipment for repairs to the 100LL fuel tank at the McMinnville Municipal Airport. During the process of repairing the tank, a crack in the internal tank hull was discovered, and it was determined that repair of the existing tank was not feasible.

Mascott Equipment has provided a change order cost of an additional \$62,253.13 to demolish the old tank, and to construct, deliver, and place a new 12,000 gallon tank at the airport. All of the new parts ordered for the old tank will be repurposed and installed on the new tank.

The Airport Maintenance Fund does not currently have sufficient resources or appropriations to pay for the additional costs associated with replacing the fuel tank. The Wastewater Capital Fund has reserve funds available to loan to the Airport Maintenance Fund.

Therefore, as provided for in ORS 294.468, this resolution authorizes an interfund loan of \$100,000 from the Wastewater Capital Fund to the Airport Maintenance Fund. Only funds needed to cover the additional cost for replacement of the fuel tank will be loaned to the Airport Maintenance Fund.

ORS 294.468 requires that an interfund loan to acquire a capital asset be repaid in full within 10 years of the date of the loan. It is anticipated that Airport revenues will be sufficient to repay the loan in no more than 5 years from the date of the loan. The rate of interest on the loan is set at 2.75% per annum, the rate of return on funds invested in the local government investment pool as of March 31, 2019. A loan repayment schedule, under which the principal and interest is to be repaid, is included in the body of this resolution.

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

1. An interfund loan from the Wastewater Capital Fund to the Airport Fund is authorized.
2. The loan will be made from unrestricted reserve funds available in the Wastewater Capital Fund and will not exceed \$100,000.
3. Interest will accrue at the rate of 2.75% per annum.



4. Repayment of principal and interest will be made according to the following amortization schedule, except as provided for in section 5:

	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024	Total
Principal	\$18,930	\$19,450	\$19,985	\$20,535	\$21,100	\$100,000
Interest	\$2,750	\$2,230	\$1,695	\$1,145	\$580	\$8,400
Total	\$21,680	\$21,680	\$21,680	\$21,680	\$21,680	\$108,400

5. Repayment of the balance of the loan may be made in advance at any time sufficient funds are available in the Airport Maintenance Fund.

This Resolution will take effect immediately upon passage and shall continue in full force and effect until revoked or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 23<sup>rd</sup> day of April, 2019 by the following votes:

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

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

Approved this 23<sup>rd</sup> day of April, 2019.

\_\_\_\_\_  
MAYOR

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

## RESOLUTION NO. 2019-28

A Resolution making a budgetary transfer of resources and appropriation authority for fiscal year 2018-2019 in the Wastewater Capital Fund and Airport Maintenance Fund budgets

### RECITAL:

This resolution proposes a budgetary transfer from the Wastewater Capital Fund to the Airport Maintenance Fund due to the unanticipated need to replace the AV Gas Tank and fuel System (fuel tank) at the Airport.

On December 11, 2018, the City Council adopted Resolution 2018-66 declaring an emergency and awarding a contract, in the amount of \$116,878.15, to Mascott Equipment for repairs to the 100LL fuel tank at the McMinnville Municipal Airport. During the process of repairing the tank, a crack in the internal tank hull was discovered, and it was determined that repair of the existing tank was not feasible.

Mascott Equipment has provided a change order cost of an additional \$62,253.13 to demolish the old tank, and to construct, deliver, and place a new 12,000 gallon tank at the airport. All of the new parts ordered for the old tank will be repurposed and installed on the new tank.

The Airport Maintenance Fund does not currently have sufficient resources or appropriations to pay for the additional costs associated with replacing the fuel tank. The Wastewater Capital Fund has reserve funds available to loan to the Airport Maintenance Fund.

ORS 294.468 allows a local government to loan money from one fund to another, provided the loan is authorized by an official resolution. Resolution 2019-27 authorizes a loan in an amount not to exceed \$100,000 from the Wastewater Capital Fund to the Airport Maintenance Fund in order for the Airport Maintenance Fund to pay for the cost of replacing the fuel tank.

This resolution transfers resources and amends the Wastewater Capital and Airport Maintenance Fund budgets to reflect the loan of \$100,000 authorized in Resolution 2019-27.

In the Wastewater Capital Fund, this resolution makes a budgetary transfer of appropriation authority, transferring \$100,000 from contingency to the Transfers Out to Other Funds appropriations category. In the Airport Maintenance Fund, this resolution increases the revenue category, Transfers In From Other Funds, by \$100,000 and increases the capital outlay category, Land Improvements, by \$100,000.

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

1. Make a budgetary transfer of resources and appropriation authority in the Wastewater Capital Fund:

Wastewater Capital Fund contingency appropriation is decreased by \$100,000 and Transfers to Other Funds appropriation is increased for the loan to the Airport Maintenance Fund

<b><u>Wastewater Capital Fund:</u></b>	<b><u>Amended Budget</u></b>	<b><u>Budget Adjustment</u></b>	<b><u>Amended Budget</u></b>
Requirements:			
Materials & Services	\$ 2,151,100		\$2,151,100
Capital Outlay	6,485,000		6,485,000
Transfers to Other Funds	458,203	100,000	558,203
Contingencies	500,000	(100,000)	400,000
Ending Fund Balance	<u>21,457,379</u>	<u>-</u>	<u>21,457,379</u>
Total Requirements	<u>\$31,051,682</u>	<u>-</u>	<u>\$31,051,682</u>

2. Amend the Airport Maintenance Fund budget to reflect the loan from the Wastewater Capital Fund:

Airport Maintenance Fund resources category, Transfers In From Other Funds, is increased by \$100,000 and Capital Outlay category, Land Improvements, is increased by \$100,000 to allow the Airport Maintenance Fund to pay for the cost of replacing the Airport's fuel tank.

<b><u>Airport Maintenance Fund:</u></b>	<b><u>Amended Budget</u></b>	<b><u>Budget Adjustment</u></b>	<b><u>Amended Budget</u></b>
Resources:			
Beginning Fund Balance	\$763,883		\$763,883
Intergovernmental	239,333		239,333
Charges for Services	325,900		325,900
Miscellaneous	8,800		8,800
Transfers in from Other Funds	<u>0</u>	<u>100,000</u>	<u>100,000</u>
Total Resources	<u>\$1,337,916</u>	<u>100,000</u>	<u>\$1,437,916</u>
Requirements:			
Materials & Services	\$ 474,433		\$ 474,433
Capital Outlay	257,400	100,000	357,400
Transfers to Other Funds	125,619		125,619
Contingencies	0		0
Ending Fund Balance	<u>480,464</u>	<u>-</u>	<u>480,464</u>
Total Requirements	<u>\$1,337,916</u>	<u>100,000</u>	<u>\$1,437,916</u>

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 23rd day of April, 2019 by the following votes:

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

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

Approved this 23<sup>rd</sup> day of April, 2019.

\_\_\_\_\_  
MAYOR

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY



**City of McMinnville**  
**Community Development Department**  
231 NE Fifth Street  
McMinnville, OR 97128  
(503) 434-7311

[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

## STAFF REPORT

**DATE:** April 16, 2019  
**TO:** Jeff Towery, City Manager  
**FROM:** Rich Spofford, Engineering Services Manager  
**VIA:** Mike Bisset, Community Development Director  
**SUBJECT:** A Resolution amending the Contract with Mascott Equipment for the 100LL Fuel Tank at the McMinnville Municipal Airport, Project 2018-7

---

### **Report in Brief:**

This action is the consideration of a resolution amending the Contract with Mascott Equipment for the 100LL Fuel Tank at the McMinnville Municipal Airport, Project 2018-7.

### **Background/Discussion:**

On December 11, 2018, the City Council adopted Resolution 2018-66 declaring an emergency and awarding a contract, in the amount of \$116,878.15, to Mascott Equipment for repairs to the 100LL fuel tank at the McMinnville Municipal Airport. During the process of repairing the tank, a crack in the internal tank hull was discovered, and it was determined that repair of the existing tank was not feasible.

Mascott Equipment has provided a change order cost of an additional \$62,253.13 (including freight charges) to demolish the old tank, and to construct, deliver, and place a new 12,000 gallon tank, with a companion 30 gallon fuel reclaim tank and pump, at the airport. All of the new parts ordered for the old tank will be repurposed and installed on the new tank.

The new tank constructed by Mascott Equipment will have a 30-year warranty.

Mascott Equipment has indicated that the new tank is in production. They have noted that the remainder of the needed equipment has a four to six week lead time, and will be ordered as soon as the City executes the change order for the work. Installation will be as soon as possible after the ordered equipment is received. Thus, Mascott Equipment has indicated that they will be able to execute the work within the original 180-day timeline stipulated in the original Public Improvement Contract (i.e. completion prior to June 18, 2019).

### **Attachments:**

1. Resolution
2. Change Order No. 1
3. Resolution 2018-66
4. Mascott Public Improvement Contract

**Fiscal Impact:**

Funds for the work associated with Change Order No. 1 will come from an intra-fund loan from the Wastewater Capital Fund (77) to the Airport Fund (25).

**Recommendation:**

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to execute Change Order No. 1 to the Public Improvement Contract between the City of McMinnville and Mascott Equipment, in the amount of \$62,253.13.

RESOLUTION NO. 2019-29

A Resolution amending the Contract with Mascott Equipment for the 100LL Fuel Tank at the McMinnville Municipal Airport, Project 2018-7

RECITAL:

On December 11, 2018, the City Council adopted Resolution 2018-66 declaring an emergency and awarding a contract, in the amount of \$116,878.15, to Mascott Equipment for repairs to the 100LL fuel tank at the McMinnville Municipal Airport. During the process of repairing the tank, a crack in the internal tank hull was discovered, and it was determined that repair of the existing tank was not feasible.

Mascott Equipment has provided a change order cost of an additional \$62,253.13 (including freight charges) to demolish the old tank, and to construct, deliver, and place a new 12,000 gallon tank, with a companion 30 gallon fuel reclaim tank and pump, at the airport. All of the new parts ordered for the old tank will be repurposed and installed on the new tank.

The new tank constructed by Mascott Equipment will have a 30-year warranty, and the change order work will be completed original contract period (completion prior to June 18, 2019).

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

1. That Change Order No. 1 to the Public Improvement Contract between the City of McMinnville and Mascott Equipment, in the amount of \$62,253.13, is hereby approved.
2. The City Manager is hereby authorized to execute Change Order No. 1.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 23rd day of April 2019 by the following votes:

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

Nayes:\_\_\_\_\_

Approved this 23rd day of April 2019.

\_\_\_\_\_  
MAYOR

Approved as to form:

\_\_\_\_\_  
CITY ATTORNEY

**CHANGE ORDER NO. 1**  
**to the**  
**PUBLIC IMPROVEMENT CONTRACT**  
**with**  
***MASCOTT EQUIPMENT***

This Change Order No. 1 amends the public improvement contract, dated December 20, 2018, between the City of McMinnville (City) and Mascott Equipment (Contractor) for the 100LL Fuel Tank at the McMinnville Municipal Airport, Project 2018-7.

The parties mutually covenant and agree as follows:

1. STATEMENT OF WORK

Per the attached quotes, the Contractor demolish the existing 100LL tank, and to construct, deliver, and place a new 12,000 gallon tank, with a companion 30 gallon fuel reclaim tank and pump, at the airport. The estimated costs, including freight, for these services is estimated to be \$62,253.13.

2. EFFECTIVE DATE

This Task Order No. 1 is effective on the date at which it is fully executed.

3. COMPENSATION

The City agrees to pay the Contractor for work and allowable expenses incurred by the Contractor and its agents for accomplishing the work required by this Change Order No. 1, with a total sum not to exceed \$62,253.13.

4. OTHER CONDITIONS / REQUIREMENTS

The terms and conditions of the original Public Improvement Contract remain in full force and effect.

For the Owner:  
Approved:

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

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

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

For the Contractor:  
Approved:

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

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

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



Since 1960

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(503) 282-2587

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(206) 763-7867

Pasco, WA  
(509) 543-2018

Anchorage, AK  
(907) 561-1119

**QUOTE  
REPRINT**

Number	058704
Date	04/10/2019
Page	1

Ship-to: 4000  
MCMINNVILLE CITY OF  
4000 SW CIRRUS AVE  
MCMINNVILLE, OR 97128

Bill-to: 1130  
MCMINNVILLE CITY OF  
230 E 2ND ST  
MCMINNVILLE, OR 97128

Reference #	Slsp	Terms	Whse	Freight	Ship Via
NEW 12K 2085 TANK MCMINNVILLE	F/J	NET 10TH	01	BILLED	BEST METHOD
Quoted By: CDM	Quoted To: RICH	Effective: 04/10/2019	Expires: 04/20/2019		

Item	Description	Ordered	UM	Price	UM	Extension
	<p>***** *****COURSE AND SCOPE***** *****</p> <p>MASCOTT EQUIPMENT WILL SUPPLY MANPOWER AND MATERIALS TO PERFORM THE FOLLOWING WORK, TO REMOVE CLIENTS EXISTING 12K TANK, REPLACE IT WITH NEW 12K DE INSTALL EXISTING TANK, PLACE IT ON TRUCK, AND SHIP IT TO SCRAP. MASCOTT WILL REMOVE NEW TANK FROM INBOUND TRUCK, AND PLACE IT ON NEW CONCRETE FOOTINGS AS WOULD BE SUPPLIED BY MASCOTT. EXISTING CONCRETE SAW CUT, NEW FORMS BUILT, NEW CONCRETE POURED, ETC) ONCE NEW TANK IS PLACED, MASCOTT WILL OUTFIT NEW TANK WITH ITEMS AS LISTED HEREIN, EMERGENCY VENTS, PRIMARY VENT, GUAGES, ETC AS PER CODE.</p> <p>*****</p>					

ACCEPTED FOR PURCHASE

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

APPROVED BY MASCOTT MANAGEMENT

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

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...





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Quoted By: CDM	Quoted To: RICH	Effective: 04/10/2019	Expires: 04/20/2019		

Item	Description	Ordered	UM	Price	UM	Extension
12K UL 2085 AST	*****MATERIALS AND LABOR***** *****STORAGE TANK*****  12K UL 2085 ABOVE GROUND TANK TANK, SLOPED ON SADDLES TO ONE IN FIFTY, INTERIOR EPOXY COAT WHITE, WITH LOW POINT SUMP BELL, TWO MANWAYS, HAS END LADDER AND STICK PLATFORM, EXTERIOR WHITE, NORMAL TANK TOP OPENINGS, BOTTOM GROUND SMOOTH 24 INCHES UP CENTER LINE BOTH SIDES,  FREIGHT FROM MANUFACTURER TO MCMINNVILLE OREGON, PLEASE ADD 1,780 (* ESTIMATED) TO BOTTOM TOTAL.  *****TANK VENTING*****  VENT, EMERGENCY 8" 8oz. M.NPT. VENT, 3" UPDRAFT SLIP ON  *****TANK GUAGING*****  CLOCK GAUGE, 2"F.NPT W/ALARM	1	EA			
MR244OM-0600AV		2	EA			
MR354-0300AV		1	EA			
MR918F-0100AG		1	EA			

ACCEPTED FOR PURCHASE

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

APPROVED BY MASCOTT MANAGEMENT

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

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Quoted By: CDM	Quoted To: RICH	Effective: 04/10/2019	Expires: 04/20/2019		

Item	Description	Ordered	UM	Price	UM	Extension
KRK2-96"	GAUGE, LEAK 2"X96" AT-A-GLANCE	1	EA			
	*****STICK PORT ASSLY***					
MR178GSP-0100AC	GAUGE PORT, 2"FNPT BRASS ADAPT	1	EA			
FZ-GP16	GAUGE STICK, 168" SCALE	1	EA			
MR419-07001T	DROP TUBE ALUMINUM 2"X 6'	1	EA			
	*****OVERFILL/DROP TUBE ETC**					
MR9095A-03AVOEM	OVERFILL VALVE, 3"FNPT NO TOP	1	EA			
MR419-02001T	DROP TUBE, ALUMINUM 3"X 10'	1	EA			
MR539AS-0300AD	DIFFUSER, 3" "AST" FILL	1	EA			
	****FREIGHT/SCRAP SITE*****					
TRUCKING, SCRAP	TRUCKING TO SCRAP	1	EA			
INSTALLATION	LABOR TO FABRICATE/ASSEMBLE	1	EA			
	*****CONCRETE/ENGINEERING****					
ENGINEERING, CONCRET	ENGINEERING, CONC AND ANCHORS	1	EA			
FOOTINGS, CONCRETE	CONCRETE, FOOTINGS	1	EA			
ANCHORS	ANCHOR MATERIALS	1	EA			
	*****NOTES*****					

ACCEPTED FOR PURCHASE

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

APPROVED BY MASCOTT MANAGEMENT

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

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Item	Description	Ordered	UM	Price	UM	Extension
INTERNAL BLAST, COAT EXTERNAL COAT	* QUOTE ASSUMES ABILITY TO REMOVE OLD TANK, SET NEW TANK ALL ON SAME DAY.					
	* ONE HALF DEPOSIT REQUIRED AT TIME ORDER IS PLACED, FINAL PAYMENT DUE WHEN SERVICES RENDERED AS OUTLINED ABOVE.					
	INTERNAL BLAST/COAT TANK	-1	EA			
	EXTERNAL PAINTING OF TANK	-1	EA			
	CREDIT FOR SCOPE CHANGE DUE TO GOING FROM REFAB OF ORIGINAL TANK TO INSTALL OF NEW TANK SCRAPPING OF OLD DUE TO DAMAGE DEEMED IRREPARABLE					

ACCEPTED FOR PURCHASE

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

APPROVED BY MASCOTT MANAGEMENT

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

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Quoted By: CDM	Quoted To: RICH	Effective: 04/10/2019	Expires: 04/20/2019		

ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	Extension
------	-------------	---------	----	-------	----	-----------

- 1.) EXCLUSIONS: (Unless Noted) Site Improvements & Inspection Plans, Permits, Installation, Misc. Pipe Fitting/Accessories Electrical, Sales Tax and any item(s) not specifically listed above.
- 2.) PERFORMANCE: Mascott or employees are not licensed engineers. Performance of equipment is based on accuracy of information provided by Owner or their Representatives. Guaranteed performance requires certification by a licensed engineer, authorized to do business in the applicable state. Engineering review available for an additional cost. Contact your Mascott salesperson for details.
- 3.) EQUIPMENT ONLY: Subject to Owner's or Engineer's approval. Quotation limited to equipment/quantities listed. Owner or Installing contractor are responsible to determine actual quantities of pipe, fittings & accessories.
- 4.) STARTUP & WARRANTY: Where req'd warranty certification by Authorized Service Rep. (ASR) of equipment startup. Basic training is offered on a time & materials basis @ \$125- hour/\$1.00 a mile unless otherwise listed. Mascott's responsibility is limited to factory's published warranty. Owner is responsible for excessive travel charges less manufacturer (If Any) credits.
- 5.) ON-SITE MAINTENANCE OFFER: Add additional 4% to your quotation total or a minimum of \$3,000 charge plus applicable State sales tax. An optional equipment service agreement may be offered for a period of 13 months from date of delivery of a Mascott fabricated Fueling Platform. Mascott reserves the right to offer, reject, or adjust pricing on Maintenance Agreements based on jobsite location or specialty equipment that may be installed. Maintenance Agreements are offered solely to customers purchasing Mascott fabricated refueling platforms in conjunction with & not intended to supersede the OEM printed warranties & specified maintenance guidelines. Deviation from manufacturer's equipment maintenance guidelines will void OEM warranties. Mascott will provide labor & basic miscellaneous materials needed at customer's jobsite location of original shipment to repair or replace at our discretion defective parts, workmanship or OEM equipment installed on quoted fuel platform. Maintenance agreement offered is exclusively limited to the quoted fueling platform above, fabricated by Mascott and OEM equipment installed. Travel expenses & accommodations (if any) are considered additional charges and billed to the customer at the rate incurred by Mascott.
- 6.) FREIGHT SHIPMENTS: Freight shipments are FOB point of origin unless otherwise listed. Owner or Owner's contractors are responsible for offloading unless otherwise listed. Excessive standby time by carrier due to offloading may result in additional charges. All freight shipments are to be inspected on receipt for visible damage and noted on Bill of Lading. Crated & boxed freight must be opened & contents inspected within 24 hours of receipt for hidden damage. Owner is responsible to report damage directly to carrier immediately. Failure to contact carrier within specified timelines may result in rejection of claim.
- 7.) LEAD TIME: Mascott can not guarantee factory quoted lead time. Special order equipment requires approval of submittal drawings prior to production. Lead times quoted commence upon receipt of drawings & required deposits.
- 8.) DEPOSITS: 50% Deposit required at time of submittal. Order will not be executed prior to receipt of deposit.
- 9.) FUEL SURCHARGES: Many manufacturers now add fuel surcharges to cover the high cost of fuel in shipping. Please note customer is responsible for surcharges.
- 10.) CREDIT CARDS: Are accepted as payment with written authorization from Mascott's Credit Manager. Processing fees will apply.
- 11.) FACTORY PRICE INCREASES: Unscheduled factory price increases will apply at time of order. Please confirm ALL pricing with your sales person prior to acceptance.

Thank you for your business.

Merchandise	Misc	Tax	Freight	Total
54522.20	.00	.00	.00	54522.20

QUOTE VALID 7 DAYS, FOB FACTORY UNLESS SPECIFIED

ACCEPTED FOR PURCHASE

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

APPROVED BY MASCOTT MANAGEMENT

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

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...

## TERMS AND CONDITIONS

1. **ACCEPTANCE OF CONTRACT:** Buyer acknowledges that all quotations, orders and agreements made between Buyer and Mascott Equipment Co., Inc.'s (herein Mascott) agent shall be considered an offer by Buyer, which said offer shall be subject to acceptance and approval by an officer of Mascott at Mascott's Portland office, subject to credit approval. The parties agree that the terms and conditions of this document shall control and shall constitute the parties' agreement, and any terms and conditions on Buyer's purchase order, invoice or other document will have no effect.
2. **PRICE:** Buyer agrees that the purchase price shall be the fair market value of the equipment and/or machinery (hereinafter equipment or goods) on the date of delivery. Therefore, Buyer agrees that Mascott has the right to adjust the balance due at delivery to reflect any fluctuation in market prices for materials and/or labor occurring between the date of this agreement and the delivery date. Mascott may require a payment equal to fifty percent (50%) of the purchase price to be paid at the time this order is placed. Buyer will be charged a restocking fee equal to twenty-five percent (25%) of the purchase price for returned goods. Any additional restocking fees assessed by the manufacturer for returned goods will also be paid by Buyer. When excavating for the installation of underground tanks or equipment, any unusual underground condition which prevents normal excavation and adds significantly to the cost, will be considered as extra, and will be charged for on a time and material basis. This may include excess water, rock greater than 12 inches in diameter, unstable soil, trash, old piping, etc.
3. **PAYMENT TERMS:** Buyer agrees to pay all invoices when due, which is the essence of all orders or contracts. If Buyer fails to make timely payment, Mascott may, at its sole option: (a) defer further shipments until Buyer makes such payments; or (b) elect to cancel all unfilled orders and contract. Buyer agrees that Mascott may withhold or delay deliveries if Buyer fails to maintain a satisfactory credit history with Mascott or fails to provide satisfactory security to Mascott for payment. IF, UPON MASCOTT'S NOTIFICATION TO BUYER THAT GOODS AND EQUIPMENT ARE READY TO SHIP, AND BUYER DELAYS SHIPMENT FOR MORE THAN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTIFICATION, A CHARGE OF ONE PERCENT (1%) PER MONTH SHALL BE APPLIED TO THE TOTAL BALANCE DUE ON THIS ORDER.
4. **TAXES:** In addition to the Price set forth above, Buyer will pay, or reimburse Mascott upon demand if Mascott pays, all sales, use, excise, occupation, duty or other tax or taxes levied, assessed or imposed by any taxing authority, whether the United States, a State, or a political subdivision of either.
5. **PERMITS:** Buyer shall, at its expense, obtain all necessary public, inspection, license, building, and other permits and shall be responsible for compliance with all applicable laws, ordinances and government regulations regarding the installation and operation of the equipment on Buyer's premises.
6. **CHARACTER OF EQUIPMENT:** The parties intend that the equipment shall, at all times, be considered personal property and not as fixture(s), notwithstanding of the manner in which the equipment may be installed or connected to Buyer's real estate.
7. **SECURITY AGREEMENT:** Buyer hereby grants Mascott a security interest in all of Buyer's right, title and interest, now owned or hereafter acquired, in and to the equipment described above and any portion of such equipment, including any other after acquired, substituted or replacement parts, materials, and equipment, to secure the timely performance and payments of the underlying obligation herein and all indebtedness and obligations of Buyer to Mascott presently existing or hereinafter arising, direct or indirect, and interest thereon. Buyer will not, without the written consent of Mascott, sell, contract to sell, lease, encumber, assign, transfer from its place of installation or otherwise dispose of equipment or any interest therein until this security agreement and all debts secured thereby have been fully satisfied. At the request of Mascott, Buyer will join in executing, or will execute, as appropriate, all necessary financing statements and all other instruments deemed necessary by Mascott and by the cost of filing such documents. Buyer shall not delegate performance nor assign any rights or obligation hereunder.
8. **RISK OF LOSS:** This agreement is a shipment contract FOB Mascott's place of business or FOB manufacturer's facility. The risk of loss, injury, or destruction of the equipment or any part thereof passes to the Buyer upon due delivery of the equipment to the carrier. The Buyer shall pay the freight and insurance costs. Any such loss, injury, or destruction shall not release Buyer from any obligations under this agreement, including the payment of the full purchase price and shall, at Mascott's option, accelerate the maturity of the unpaid balance of the purchase price to the date of such event.
9. **DELIVERY:** Buyer acknowledges that Mascott may change delivery dates without notice. Mascott shall not be liable for any loss, damage, or delay due to transportation or caused by fire, strike, civil or military authority, insurrection, a riot or any causes beyond Mascott's reasonable control.
10. **INSPECTION AND ACCEPTANCE:** BUYER SHALL INSPECT THE EQUIPMENT WITHIN TEN (10) DAYS AFTER THE DATE OF DELIVERY. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given within fifteen (15) days after the date of delivery specifying any claim, defect, or any other proper objection to the equipment. Buyer shall thereafter be deemed conclusively to have accepted the equipment as satisfactory. Buyer must send the defective part(s) to Mascott at Portland, Oregon, within ninety (90) days from the date of purchase and tag all defective part(s) showing date and all information necessary to support a claim. A revocation of acceptance shall not be effective unless written notice of the revocation is given within ten (10) days after Buyer has discovered the defect in the goods, or twenty (20) days after acceptance of Buyer, whichever occurs first.
11. **MERGER:** This agreement signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms and shall not be modified, controlled, or effected in any way by any usage of trade or subject to any course of dealings or performance between the parties. All agreements entered into prior to or contemporaneously with the execution of this agreement are excluded, whether oral or written. Any and all representations, promises, express or implied warranties or statements by Mascott's agent that differs in any way from the terms of this written agreement shall be given no force or effect.
12. **WAIVER:** Mascott shall not, by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this agreement. No waiver whatever shall be valid unless in writing signed by Mascott, and then only to the extent under the terms set forth therein.
13. **SEVERABILITY:** This agreement is divisible. If any provision of this agreement is declared invalid by any tribunal, the remaining provision of this agreement shall not be affected thereby.
14. **JURISDICTION:** This agreement shall be construed and governed in all matters by the law of the State of Oregon. The parties consent to the exclusive jurisdiction of and venue in Multnomah County, Oregon with respect to any and all claims or controversies arising out of or related to this order, and consent to service of process outside the State of Oregon in any action hereunder by registered mail or personal service. The prevailing party in any action commenced hereunder shall be entitled to a reasonable sum as attorney fees, together with all costs. An action brought for a breach of this agreement shall be commenced within one (1) year after the cause of action has accrued.
15. **DEFAULT:** All times specified in this agreement for the performance of the obligations of the parties shall be deemed of the essence. If the Buyer fails to pay, when due, any amount payable on this agreement or on any other indebtedness of Buyer secured hereby, or shall fail to perform any of the provisions of agreement, Buyer shall be in default.
16. **MASCOTT'S REMEDIES:** On any default, and at any time thereafter, Mascott may, at Mascott's option, pursue any rights and remedies provided by this agreement and the Oregon Uniform Commercial Code, including but not limited to: repossess the machines and equipment from Buyer's premises; dispose of the equipment pursuant to a public or private sale; or forfeit the Buyer's rights and retain all sums paid heretofore by Buyer to Mascott in lieu of resale and in satisfaction of Buyer's obligations. Mascott shall be entitled to compensation for all incidental damages, including but not limited to all commercially reasonable charges, expenses, or commissions incurred in stopping delivery under the Code, in the transportation, care and custody of goods after a breach by Buyer and in connection with the return or resale of goods, or any other damages resulting from a breach by Buyer. Mascott's remedies and rights are cumulative and the exercise of one right or remedy does not exclude any other rights or remedies conferred on Mascott by law.
17. **LIQUIDATED DAMAGES:** The parties agree that Mascott shall be entitled to retain all deposits made by Buyer, as liquidated damages, if Buyer shall breach or fail to consummate this sale. The parties agree that liquidated damages are needed because of the difficulty in determining Mascott's damages upon Buyer's breach. Mascott's capital investment in making the equipment and the numerous jurisdictions in which Mascott sells equipment. At its sole option, Mascott may elect the remedies provided in Paragraph 16 instead of liquidated damages.
18. **LIMITATION ON MASCOTT'S LIABILITY:** MASCOTT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR TIME, INTERRUPTION OR LOSS OF EQUIPMENT, OR LABOR IN REPAIRING, SUSTAINED BY BUYER BY REASON OF ANY DEFECT IN THE GOODS, OR ANY PART THEREOF, DELAY IN THE DELIVERY OF THE GOODS, OR BREACH OF WARRANTY, EXCEPT TO THE EXTENT OF REPAIR OR REPLACEMENT AS PROVIDED IN PARAGRAPHS 19 AND 20.
19. **EXCLUSIVE REMEDY OF THE BUYER:** THE PARTIES AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE GOODS IS TO REQUIRE MASCOTT TO DELIVER TO A CARRIER, PROPERLY CONSIGNED TO BUYER, A SUITABLE PART TO REMEDY THE DEFECT. THE REPLACEMENT OF THE DEFECTIVE PART IS THE LIMIT OF THE LIABILITY OF MASCOTT. THE SOLE PURPOSE OF THIS STIPULATED AND EXCLUSIVE REMEDY IS FOR MASCOTT TO REPAIR, AND OR REPLACE DEFECTIVE PARTS IN THE MANNER HEREIN PROVIDED. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ON ITS ESSENTIAL PURPOSE SO LONG AS MASCOTT IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE PARTS IN THE PRESCRIBED MANNER.
20. **MANUFACTURERS' WARRANTIES:** SOME OF THE GOODS AND EQUIPMENT SOLD BY MASCOTT MAY BE COVERED BY MANUFACTURERS' WARRANTIES. IN SUCH CASES, ALL MANUFACTURERS' WARRANTIES SHALL BE PASSED TO BUYER FOR BUYER'S BENEFIT.
21. **WAIVER OF EXPRESS WARRANTIES:** EXCEPT AS PROVIDED IN PARAGRAPH 20, MASCOTT GIVES NO EXPRESS WARRANTIES AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS SUPPLIED BY MASCOTT. MASCOTT IS IN NO WAY RESPONSIBLE FOR THE PROPER USE AND OR SERVICE OF SUCH GOODS. EXCEPT AS PROVIDED HEREIN WITH REGARD TO INSPECTION AND ACCEPTANCE, BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF SUCH GOODS.
22. **WAIVER OF IMPLIED WARRANTIES:** THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABILITY OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON MASCOTT'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE, BUYER HAS NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS, AFFIRMATION OF FACT, DESCRIPTION OF GOODS, OR PRODUCT SAMPLES, EXCEPT THOSE EXPRESSLY STATED WITHIN THIS WRITTEN DOCUMENT, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT HEREOF.
23. **EXCLUSION OF WARRANTIES:** MASCOTT MAKES NO WARRANTY AS TO TITLE OF GOODS, CLAIMS OF THIRD PARTY ARISING FROM PATENT OR TRADEMARK INFRINGEMENT, OR AS TO THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR OTHER ENCUMBRANCE ON THE GOODS SOLD TO BUYER AT THE TIME OF THE EXECUTION OF THIS AGREEMENT, AT THE TIME OF DELIVERY OF THE GOODS, OR AT ANY OTHER TIME.
24. **BUYER'S REPRESENTATION:** Buyer recognizes that: (a) the equipment sold to Buyer pursuant to this agreement may be protected by any number of patents and/or trademarks; and (b) part of the consideration for the sale of the equipment is Buyer's representations, therefore, Buyer represents and warrants that Buyer shall not, at any time, alter any equipment furnished by Mascott under this agreement or do anything that will infringe, impeach or lessen the validity of the patents or trademarks under which Mascott's equipment is made or sold.
25. **FACSIMILE S:** Facsimile transmission of any signed original document shall be the same as delivery of an original. At the request of Mascott, Buyer will confirm facsimile transmitted signatures by signing an original document.

Initial: \_\_\_\_\_

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



Since 1960

Portland, OR  
(503) 282-2587

Seattle, WA  
(206) 763-7867

Pasco, WA  
(509) 543-2018

Anchorage, AK  
(907) 561-1119

QUOTE

Number	058703
Date	04/10/2019
Page	1

Ship-to: 4000  
MCMINNVILLE CITY OF  
4000 SW CIRrus AVE  
MCMINNVILLE, OR 97128

Bill-to: 1130  
MCMINNVILLE CITY OF  
230 E 2ND ST  
MCMINNVILLE, OR 97128

Reference #	Slsp	Terms	Whse	Freight	Ship Via
RECLAIM 30 GALLON W PUMP SIGHT	F/J	NET 10TH	01	BILLED	BEST METHOD
Quoted By: CDM	Quoted To: RICH	Effective: 04/10/2019	Expires: 04/20/2019		

Item	Description	Ordered	UM	Price	UM	Extension
	*****30 GALLON RECLAIM*****					
FA-VOETSUWL30G	TANK, 30 GAL RECLAIM W/COLLAR	1	EA			
JFWBV002E-3/4DEAD	BALL VALVE, 3/4" S.S. SPRING	2	EA			
JFWTEE3/4	TEE, 3/4"NPT STAINLESS STEEL	1	EA			
JFWSC200-.75	CHECK VALVE, 3/4"NPT SWING S.S	1	EA			
JFWNIP3/4"x2"	NIPPLE, 3/4" STAINLESS STEEL	3	EA			
FA-BTT3057SL	WELD COLLAR, 16" S.STEEL 304	1	EA			
FA-BTTFVA9716BxB	DOMELID, 16" NON-DOT ZINC	1	EA			
FA-MP28596	PUMP, CC 56C, 0-65GPM,	1	EA			
FA-LE116611.00	MOTOR, 3/4HP, 3450RPM, EXPLPRF	1	EA			
416-04-29-00CC-505-V	SITE GLASS, SS WITH VALVES	1	EA			
INSTALLATION	LABOR TO FABRICATE/ASSEMBLE	1	EA			
FA-VF22SB-PGWP	FILTER VESSEL, VF22 W/WATER	1	EA			
FA-FGO6092	FILTER, FACET MONITOR VF21	1	EA			
	*****NOTES*****					
	* QUOTE ASSUMES BUILDING THIS UNIT AT SAME TIME WORK TAKING PLACE ON PRIMARY PROJECT AV GAS TANK FOR POTCAKE AVIATION. IF NOT DONE IN CONJUNCTION WITH CURRENT PROJECT, ADDITIONAL LABOR AND SHIPPING WILL APPLY.					

ACCEPTED FOR PURCHASE

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

APPROVED BY MASCOTT MANAGEMENT

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

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...



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**QUOTE**

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4000 SW CIRRUS AVE  
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Quoted By: CDM	Quoted To: RICH	Effective: 04/10/2019	Expires: 04/20/2019		

Item	Description	Ordered	UM	Price	UM	Extension
	*****					

ACCEPTED FOR PURCHASE

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APPROVED BY MASCOTT MANAGEMENT

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Continued on next page ...



# QUOTE

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Quoted By: CDM	Quoted To: RICH	Effective: 04/10/2019	Expires: 04/20/2019
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ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	Extension
------	-------------	---------	----	-------	----	-----------

1.) EXCLUSIONS: (Unless Noted) Site Improvements & Inspection Plans, Permits, Installation, Misc. Pipe Fitting/Accessories Electrical, Sales Tax and any item(s) not specifically listed above.

2.) PERFORMANCE: Mascott or employees are not licensed engineers. Performance of equipment is based on accuracy of information provided by Owner or their Representatives. Guaranteed performance requires certification by a licensed engineer, authorized to do business in the applicable state. Engineering review available for an additional cost. Contact your Mascott salesperson for details.

3.) EQUIPMENT ONLY: Subject to Owner's or Engineer's approval. Quotation limited to equipment/quantities listed. Owner or Installing contractor are responsible to determine actual quantities of pipe, fittings & accessories.

4.) STARTUP & WARRANTY: Where req'd warranty certification by Authorized Service Rep. (ASR) of equipment startup. Basic training is offered on a time & materials basis @ \$125- hour/\$1.00 a mile unless otherwise listed. Mascott's responsibility is limited to factory's published warranty. Owner is responsible for excessive travel charges less manufacturer (If Any) credits.

5.) ON-SITE MAINTENANCE OFFER: Add additional 4% to your quotation total or a minimum of \$3,000 charge plus applicable State sales tax. An optional equipment service agreement may be offered for a period of 13 months from date of delivery of a Mascott fabricated Fueling Platform. Mascott reserves the right to offer, reject, or adjust pricing on Maintenance Agreements based on jobsite location or specialty equipment that may be installed. Maintenance Agreements are offered solely to customers purchasing Mascott fabricated refueling platforms in conjunction with & not intended to supersede the OEM printed warranties & specified maintenance guidelines. Deviation from manufacturer's equipment maintenance guidelines will void OEM warranties. Mascott will provide labor & basic miscellaneous materials needed at customer's jobsite location of original shipment to repair or replace at our discretion defective parts, workmanship or OEM equipment installed on quoted fuel platform. Maintenance agreement offered is exclusively limited to the quoted fueling platform above, fabricated by Mascott and OEM equipment installed. Travel expenses & accommodations (if any) are considered additional charges and billed to the customer at the rate incurred by Mascott.

6.) FREIGHT SHIPMENTS: Freight shipments are FOB point of origin unless otherwise listed. Owner or Owner's contractors are responsible for offloading unless otherwise listed. Excessive standby time by carrier due to offloading may result in additional charges. All freight shipments are to be inspected on receipt for visible damage and noted on Bill of Lading. Crated & boxed freight must be opened & contents inspected within 24 hours of receipt for hidden damage. Owner is responsible to report damage directly to carrier immediately. Failure to contact carrier within specified timelines may result in rejection of claim.

7.) LEAD TIME: Mascott can not guarantee factory quoted lead time. Special order equipment requires approval of submittal drawings prior to production. Lead times quoted commence upon receipt of drawings & required deposits.

8.) DEPOSITS: 50% Deposit required at time of submittal. Order will not be executed prior to receipt of deposit.

9.) FUEL SURCHARGES: Many manufacturers now add fuel surcharges to cover the high cost of fuel in shipping. Please note customer is responsible for surcharges.

10.) CREDIT CARDS: Are accepted as payment with written authorization from Mascott's Credit Manager. Processing fees will apply.

11.) FACTORY PRICE INCREASES: Unscheduled factory price increases will apply at time of order. Please confirm ALL pricing with your sales person prior to acceptance.

Thank you for your business.

Merchandise	Misc	Tax	Freight	Total
5950.93	.00	.00	.00	5950.93

QUOTE VALID 7 DAYS, FOB FACTORY UNLESS SPECIFIED

ACCEPTED FOR PURCHASE

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

APPROVED BY MASCOTT MANAGEMENT

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

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE

Continued on next page ...



## TERMS AND CONDITIONS

1. **ACCEPTANCE OF CONTRACT:** Buyer acknowledges that all quotations, orders and agreements made between Buyer and Mascott Equipment Co., Inc.'s (herein Mascott) agent shall be considered an offer by Buyer, which said offer shall be subject to acceptance and approval by an officer of Mascott at Mascott's Portland office, subject to credit approval. The parties agree that the terms and conditions of this document shall control and shall constitute the parties' agreement, and any terms and conditions on Buyers purchase order, invoice or other document will have no effect.
2. **PRICE:** Buyer agrees that the purchase price shall be the fair market value of the equipment and/or machinery (hereinafter equipment or goods) on the date of delivery. Therefore, Buyer agrees that Mascott has the right to adjust the balance due at delivery to reflect any fluctuation in market prices for materials and/or labor occurring between the date of this agreement and the delivery date. Mascott may require a payment equal to fifty percent (50%) of the purchase price to be paid at the time this order is placed. Buyer will be charged a restocking fee equal to twenty-five percent (25%) of the purchase price for returned goods. Any additional restocking fees assessed by the manufacturer for returned goods will also be paid by Buyer. When excavating for the installation of underground tanks or equipment, any unusual underground condition which prevents normal excavation and adds significantly to the cost, will be considered as extra, and will be charged for on a time and material basis. This may include excess water, rock greater than 12 inches in diameter, unstable soil, trash, old piping, etc.
3. **PAYMENT TERMS:** Buyer agrees to pay all invoices when due, which is the essence of all orders or contracts. If Buyer fails to make timely payment, Mascott may, at its sole option: (a) defer further shipments until Buyer makes such payments; or (b) elect to cancel all unfilled orders and contract. Buyer agrees that Mascott may withhold or delay deliveries if Buyer fails to maintain a satisfactory credit history with Mascott or fails to provide satisfactory security to Mascott for payment. IF, UPON MASCOTT'S NOTIFICATION TO BUYER THAT GOODS AND EQUIPMENT ARE READY TO SHIP, AND BUYER DELAYS SHIPMENT FOR MORE THAN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTIFICATION, A CHARGE OF ONE PERCENT (1%) PER MONTH SHALL BE APPLIED TO THE TOTAL BALANCE DUE ON THIS ORDER.
4. **TAXES:** In addition to the Price set forth above, Buyer will pay, or reimburse Mascott upon demand if Mascott pays, all sales, use, excise, occupation, duty or other tax or taxes levied, assessed or imposed by any taxing authority, whether the United States, a State, or a political subdivision of either.
5. **PERMITS:** Buyer shall, at its expense, obtain all necessary public, inspection, license, building, and other permits and shall be responsible for compliance with all applicable laws, ordinances and government regulations regarding the installation and operation of the equipment on Buyer's premises.
6. **CHARACTER OF EQUIPMENT:** The parties intend that the equipment shall, at all times, be considered personal property and not as fixture(s), notwithstanding of the manner in which the equipment may be installed or connected to Buyer's real estate.
7. **SECURITY AGREEMENT:** Buyer hereby grants Mascott a security interest in all of Buyer's right, title and interest, now owned or hereafter acquired, in and to the equipment described above and any portion of such equipment, including any other after acquired, substituted or replacement parts, materials, and equipment, to secure the timely performance and payments of the underlying obligation herein and all indebtedness and obligations of Buyer to Mascott presently existing or hereinafter arising, direct or indirect, and interest thereon. Buyer will not, without the written consent of Mascott, sell, contract to sell, lease, encumber, assign, transfer from its place of installation or otherwise dispose of equipment or any interest therein until this security agreement and all debts secured thereby have been fully satisfied. At the request of Mascott, Buyer will join in executing, or will execute, as appropriate, all necessary financing statements and all other instruments deemed necessary by Mascott and by the cost of filing such documents. Buyer shall not delegate performance nor assign any rights or obligation hereunder.
8. **RISK OF LOSS:** This agreement is a shipment contract FOB Mascott's place of business or FOB manufacturer's facility. The risk of loss, injury, or destruction of the equipment or any part thereof passes to the Buyer upon due delivery of the equipment to the carrier. The Buyer shall pay the freight and insurance costs. Any such loss, injury, or destruction shall not release Buyer from any obligations under this agreement, including the payment of the full purchase price and shall, at Mascott's option, accelerate the maturity of the unpaid balance of the purchase price to the date of such event.
9. **DELIVERY:** Buyer acknowledges that Mascott may change delivery dates without notice. Mascott shall not be liable for any loss, damage, or delay due to transportation or caused by fire, strike, civil or military authority, insurrection, a riot or any causes beyond Mascott's reasonable control.
10. **INSPECTION AND ACCEPTANCE:** BUYER SHALL INSPECT THE EQUIPMENT WITHIN TEN (10) DAYS AFTER THE DATE OF DELIVERY. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given within fifteen (15) days after the date of delivery specifying any claim, defect, or any other proper objection to the equipment. Buyer shall thereafter be deemed conclusively to have accepted the equipment as satisfactory. Buyer must send the defective part(s) to Mascott at Portland, Oregon, within ninety (90) days from the date of purchase and tag all defective part(s) showing date and all information necessary to support a claim. A revocation of acceptance shall not be effective unless written notice of the revocation is given within ten (10) days after Buyer has discovered the defect in the goods, or twenty (20) days after acceptance of Buyer, whichever occurs first.
11. **MERGER:** This agreement signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms and shall not be modified, controlled, or effected in any way by any usage of trade or subject to any course of dealings or performance between the parties. All agreements entered into prior to or contemporaneously with the execution of this agreement are excluded, whether oral or written. Any and all representations, promises, express or implied warranties or statements by Mascott's agent that differs in any way from the terms of this written agreement shall be given no force or effect.
12. **WAIVER:** Mascott shall not, by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this agreement. No waiver whatever shall be valid unless in writing signed by Mascott, and then only to the extent under the terms set forth therein.
13. **SEVERABILITY:** This agreement is divisible. If any provision of this agreement is declared invalid by any tribunal, the remaining provision of this agreement shall not be affected thereby.
14. **JURISDICTION:** This agreement shall be construed and governed in all matters by the law of the State of Oregon. The parties consent to the exclusive jurisdiction of and venue in Multnomah County, Oregon with respect to any and all claims or controversies arising out of or related to this order, and consent to service of process outside the State of Oregon in any action hereunder by registered mail or personal service. The prevailing party in any action commenced hereunder shall be entitled to a reasonable sum as attorney fees, together with all costs. An action brought for a breach of this agreement shall be commenced within one (1) year after the cause of action has accrued.
15. **DEFAULT:** All times specified in this agreement for the performance of the obligations of the parties shall be deemed of the essence. If the Buyer fails to pay, when due, any amount payable on this agreement or on any other indebtedness of Buyer secured hereby, or shall fail to perform any of the provisions of agreement, Buyer shall be in default.
16. **MASCOTT'S REMEDIES:** On any default, and at any time thereafter, Mascott may, at Mascott's option, pursue any rights and remedies provided by this agreement and the Oregon Uniform Commercial Code, including but not limited to: repossess the machines and equipment from Buyer's premises; dispose of the equipment pursuant to a public or private sale; or forfeit the Buyer's rights and retain all sums paid heretofore by Buyer to Mascott in lieu of resale and in satisfaction of Buyer's obligations. Mascott shall be entitled to compensation for all incidental damages, including but not limited to all commercially reasonable charges, expenses, or commissions incurred in stopping delivery under the Code, in the transportation, care and custody of goods after a breach by Buyer and in connection with the return or resale of goods, or any other damages resulting from a breach by Buyer. Mascott's remedies and rights are cumulative and the exercise of one right or remedy does not exclude any other rights or remedies conferred on Mascott by law.
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21. **WAIVER OF EXPRESS WARRANTIES:** EXCEPT AS PROVIDED IN PARAGRAPH 20, MASCOTT GIVES NO EXPRESS WARRANTIES AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS SUPPLIED BY MASCOTT. MASCOTT IS IN NO WAY RESPONSIBLE FOR THE PROPER USE AND OR SERVICE OF SUCH GOODS. EXCEPT AS PROVIDED HEREIN WITH REGARD TO INSPECTION AND ACCEPTANCE, BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF SUCH GOODS.
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24. **BUYER'S REPRESENTATION:** Buyer recognizes that: (a) the equipment sold to Buyer pursuant to this agreement may be protected by any number of patents and/or trademarks; and (b) part of the consideration for the sale of the equipment is Buyer's representations, therefore, Buyer represents and warrants that Buyer shall not, at any time, alter any equipment furnished by Mascott under this agreement or do anything that will infringe, impeach or lessen the validity of the patents or trademarks under which Mascott's equipment is made or sold.
25. **FACSIMILE S:** Facsimile transmission of any signed original document shall be the same as delivery of an original. At the request of Mascott, Buyer will confirm facsimile transmitted signatures by signing an original document.

Initial: \_\_\_\_\_

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

## RESOLUTION NO. 2018-66

A Resolution Declaring an Emergency and awarding a Contract for Repairs for the 100LL Fuel Tank at the McMinnville Municipal Airport, Project No. 2018-7.

### RECITALS:

The City of McMinnville owns and operates the McMinnville Municipal Airport (Airport). The City provides for professional management of the Airport through a contract with Potcake Aviation, Inc. (Potcake), which is responsible for operations and maintenance of all City-owned infrastructure and improvements at the Airport. On June 26, 2018 the 100LL tank was inspected and it was found to be in poor condition and no longer serviceable. On July 25, 2018, Potcake Aviation secured a 1000gal fuel truck from Aurora State Airport that was capable of performing "truck to truck" fuel transfer in order to continue to provide fuel while other options were explored.

On October 19, 2018, an unforeseen breakdown rendered the temporary "truck to truck" transfer inoperable and no longer an option. Potcake Aviation and staff have not been able to come up with another timely and temporary solution and therefore no 100LL fuel is available. As a result of these events, the City is unable to provide an essential fueling service, which significantly impacts airport operations, airport tenants and the flying public.

Based on discussion with vendors, it was determined repairing/refurbishing the tank was the more timely solution and would save about 4 months of construction time. City staff contacted three vendors requesting quotes for work related to the major repair of the Fuel Tank; the only vendor that elected to provide a quote for the work was Mascott Equipment, based in Portland, Oregon. The estimated cost of the work is \$116,878.15, and will be performed as a public works project subject to the payment of Prevailing Wages. Funds for repair/refurbish work to the 100LL tank will come from an inner fund loan from the Wastewater Capital Fund (77) to the Airport Fund (25) which will be presented at a future Council Meeting.

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

1. Declaration of Emergency Circumstances regarding emergency repairs to the AV Gas Tank and System (Fuel Tank) at the McMinnville Municipal Airport is hereby approved.

2. Entry into Contract with Mascott Equipment for the Repairs for the 100LL Fuel Tank at the McMinnville Municipal Airport, Project No. 2018-7 in the amount of \$116,878.15 is hereby approved.
2. The City Manager is hereby authorized and directed to execute both the Declaration of Emergency Circumstances and the Contract with Mascott Equipment.
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 11th day of December 2018 by the following votes:

Ayes: Drabkin, Garvin, Menke, Peralta, Ruden, Stassens

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

Approved this 11th day of December 2018.

  
\_\_\_\_\_

MAYOR

Approved as to form:

  
\_\_\_\_\_

CITY ATTORNEY

CITY OF McMinnville, OR

**100LL Fuel Tank Repair**  
Project No. 2018-7

**PUBLIC IMPROVEMENT CONTRACT**

This Contract is between the CITY OF McMinnville, a municipal corporation of the State of Oregon (City) and Mascott Equipment (Contractor). The City's Project Manager for this Contract is Rich Spofford, Engineering Services Manager.

The parties mutually covenant and agree as follows:

**1. Effective Date and Duration.**

This Contract is effective on the date that it is fully executed. The Contract will expire, unless otherwise terminated or extended, ~~180~~ calendar days after the date that the written Notice to Proceed is issued by the City.

**2. Statement of Work.**

The work required under this Contract is contained in Contract Documents entitled: 100LL Fuel Tank Repair, Project 2018-7. The Contractor shall comply in every way with the requirements of the Contract Documents that are made a part of this Contract by attachment and by this reference.

**3. Consideration.**

a. The City agrees to pay the Contractor, at the times and in the manner provided in the Contract Documents, the total sum of \$116,878.15. The total sum, however, is subject to increase or decrease in such proportion as the quantities named in the Quote are changed in conformance with the Contract Documents.

b. The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this Contract.

---

### CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE

Name (please print): Mascott Equipment Company  
Address: 435 NE Hancock St, Portland, OR 97212  
Social Security #: \_\_\_\_\_ Business License # 064906-19  
Federal Tax ID #: 93-0494958 State Tax ID #: 0097295-0  
Construction Contractors Board #: 129726  
Citizenship: Nonresident alien \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_  
Business Designation (check one): \_\_\_\_\_ Individual \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership ☒ LLC  
\_\_\_\_\_ Corporation \_\_\_\_\_ Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, understand that the Standard Terms and Conditions For Public Improvement Contracts and Exhibits A, B, C, and D are an integral part of this contract and agree to perform the work described in the Contract Documents in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600.

Signed by Contractor: Elizabeth Wegner 12/17/18  
Signature/Title Date

*NOTICE TO CONTRACTOR: This contract does not bind the City of McMinnville unless and until it has been executed by the appropriate parties.*

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### CITY OF McMINNVILLE SIGNATURE

By: [Signature] 12-19-18  
City Manager or Designee Date

Approved as to form: [Signature] 12-20-18  
City Attorney or Designee Date

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## **CITY OF McMinnville**

### **STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS NOT EXCEEDING \$100,000.**

#### **1. Contractor is Independent Contractor**

a. Contractor will perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit C.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. If Contractor is a contributing member of the Public Employees' Retirement System, City will withhold Contractor's contribution to the retirement system from Contractor's compensation or payments under this contract and make a corresponding City contribution. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments to Contractor under this contract, except as a self-employed individual.

#### **2. Subcontracts and Assignment**

Contractor will not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

#### **3. No Third Party Beneficiaries**

City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

#### **4. Successors in Interest**

The provisions of this contract will be binding upon and will inure to the benefit of the parties, and their respective successors and approved assigns, if any.

#### **5. Contract Documents**

The Contract Documents, which comprise the entire Contract between the City and Contractor, consist of the Request for Quotes, Instructions for Submitters, Quote, Standard Public Contract, Special Provisions, and Technical Specifications, all attached hereto.

All exhibits, schedules, and lists attached to the Contract Documents, or delivered pursuant to the Contract Documents, will be deemed a part of the Contract Documents and will be incorporated herein, where applicable, as if fully set forth herein.

#### **6. Contractor's Representations**

By executing this contract, the Contractor represents that:

- a. The Contractor has familiarized itself with the nature and extent of the Contract Documents, project work, site, locality, general nature of work to be performed by the City or others at the site that relates to the project work required by the Contract Documents, local conditions, and federal, state, and local laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the project work.
- b. The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, explorations, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project work as the Contractor deems necessary for the performance and furnishing of the project work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents; and no additional or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for those purposes.
- c. The Contractor has given the City written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the project work.



## **7. Drug Testing Policy**

The Contractor's signature on the Public Improvement Contract will certify that the Contractor has an employee drug testing program in place. Pursuant to ORS 279C.505, the City's performance under this Contract is conditioned upon this certification.

## **8. Notice to Proceed**

Written Notice to Proceed will be given by the City after the Contract has been executed and all required insurance documents have been approved. The Contractor will commence the project work within five (5) days of the date of the written Notice to Proceed, unless otherwise stated in the Notice to Proceed.

## **9. Suspension of the Work**

The City, and its authorized representatives, may suspend portions or all of the project work due to causes including, but not limited to:

- a. Failure of the Contractor to correct unsafe conditions;
- b. Failure of the Contractor to carry out any provision of the Contract;
- c. Failure of the Contractor to carry out orders;
- d. Conditions, in the opinion of the City, which are unsuitable for performing the project work;
- e. Allowance of time required to investigate differing site conditions;
- f. Any reason considered to be in the public interest.

The Contract Time will not be extended, nor will the Contractor be entitled to any additional compensation, if the work is suspended pursuant to subsections (a), (b) or (c). If the project work is suspended pursuant to subsection (f), the Contractor is entitled to a reasonable extension of the Contract Time and reasonable compensation for all costs resulting from the suspension plus a reasonable allowance for overhead with respect to those costs.

## **10. Early Termination**

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The City may terminate the Contract in whole or in part whenever the City determines that termination of the Contract is in the best interest of the public. The City will provide the Contractor seven (7) days prior written notice of a termination for public convenience. After this

notice, the Contractor and the Contractor's surety will provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment. In no circumstances will the Contractor be entitled to lost profits due to termination.

c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to termination, however, the party seeking the termination will give to the other party written notice of the breach and of the party's intent to terminate. If the breaching party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

#### **11. Payment on Early Termination**

a. If this Contract is terminated under 10(a) or 10(b), the City will pay the Contractor for work performed in accordance with the Contract prior to the termination date.

b. If this Contract is terminated under 10(c), by the Contractor due to a breach by the City, then the City will pay the Contractor as provided in subsection (a) of this section.

c. If this Contract is terminated under 10(c), by the City due to a breach by the Contractor, then the City will pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 12, Remedies.

#### **12. Remedies**

a. In the event of termination under 10(c), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this Contract, the Contractor will pay to the City the amount of the reasonable excess.

b. The remedies provided to the City under section 10 and section 12 for a breach by the Contractor are not exclusive. The City will also be entitled to any other equitable and legal remedies that are available.

c. In the event of breach of this Contract by the City, the Contractor's remedy will be limited to termination of the Contract and receipt of payment as provided in section 10(c) and 11(b).

#### **13. Access to Records**

The Contractor will maintain and the City, and its authorized representatives, will have access to all books, documents, papers and records of the Contractor which relate to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records will be made available upon request. Payment for cost of copies is reimbursable by the City.

#### **14. Ownership of Work**

All work products of the Contractor, including background data, documentation, and staff work that is preliminary to final reports, and which result from this Contract, are the property of the City. Contractor will retain no ownership interests or rights in the work product. Use of any work product of the Contractor for any purpose other than the use intended by this Contract is at the risk of the City.

#### **15. Compliance with Applicable Law**

Contractor will comply with all federal, state, and local laws and ordinances applicable to the work under this contract, including, without limitation, ORS chapter 279C, and specifically the provisions of ORS 279C.505, 279C.515, 279C.520, 279C.530, 279C.580, and 279C.830 as set forth on Exhibit A. In addition, the provisions of ORS 279C.570 and ORS 279C.600 – 279C.625 are incorporated by this reference as though fully set forth. Without limiting the foregoing, the Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659A.142, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

#### **16. Registration and Licensing**

The Contractor certifies that the Contractor is registered with the Oregon Construction Contractors Board in accordance with ORS 701.021 to 701.128 and, further, that all subcontractors performing construction work will be registered with the Oregon Construction Contractors Board in accordance with ORS 701.021 to 701.128 before the subcontractors commence work under the Contract. In addition, the Contractor certifies that the Contractor holds a valid Elevator Contractor License issued under ORS 460.005 to 460.175 or 479.510 to 479.945, and, further, that all subcontractors performing construction work hold a valid Elevator Contractor License issued under ORS 460.005 to 460.175 or 479.510 to 479.945, before the subcontractors commence work under the Contract.

#### **17. Progress Payments and Interest**

a. Each month, the Contractor will submit to the City a written request for a progress payment based upon the actual quantities of work completed to date, or in the case of lump sum items, an estimated percentage of the total work completed to date. The Contractor may also provide to the City an estimate of the amount and value of acceptable material, to be incorporated in the completed work, which has been delivered to the premises and acceptably stored.

The sum of these estimates is referred to as the “value of completed work.” With these estimates as a base, the City will make a progress payment to the Contractor, which will be equal to the value of the completed work, less those amounts that have been previously paid, less other amounts that may be deductible or owing and due to the City for any cause, and less the appropriate amount of retainage.

- b. Progress payments will not be construed as an acceptance or approval of any part of the work, and will not relieve the Contractor of responsibility for defective workmanship or material.
- c. The City will promptly make all payments due and owing to the Contractor.
- d. Late payment interest will begin to accrue on payments due and owing on the earlier of 30 days after receipt of a progress payment request per section 17.a. above, or 15 days after City approval of the payment (the "Progress Payment Due Date"). The interest rate will equal three times the discount rate on 90-day commercial paper in effect on the Progress Payment Due Date at the Federal Reserve Bank in the Federal Reserve district that includes Oregon, up to a maximum rate of 30 percent.
- e. In instances when a progress payment request is filled out incorrectly, or when there is any defect or impropriety in the submitted progress payment, or when there is a good faith dispute, the City will notify the Contractor within 15 days, stating the reason or reasons the invoice is defective or improper or the reasons for the dispute. A defective or improper progress payment request, if corrected by the Contractor within seven days of notification by the City, will not cause a payment to be made later than specified in this section unless interest is paid.
- f. Final payment on the Contract, including retainage, will be due and owing no later than 30 days after the Contract completion and acceptance of the work. Late payment interest on the final payment will thereafter accrue at the rate of one and one-half percent per month until paid.
- g. In the event of a dispute as to compensation due the Contractor for work performed, upon settlement or judgment in favor of the Contractor, interest on the amount of the settlement or judgment will be added to, and not made part of, the settlement or judgment. The interest, at the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve District that includes Oregon, will accrue from the later of the Progress Payment Due Date or thirty days after the Contractor submitted a claim for payment to the City in writing.
- h. If requested in writing by a first-tier subcontractor, the Contractor, within 10 calendar days after receiving the request, will send to the first-tier subcontractor a copy of that portion of any progress payment request, or any pay document provided by the City to the Contractor, specifically related to any labor or materials supplied by the first-tier subcontractor.

## **18. Retainage**

The provisions of ORS 279C.570 relating to retainage are incorporated by this reference as though fully set forth.

## **19. Change Orders**

The Contractor agrees to complete this Contract in accordance with the attached specifications and requirements, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event the parties fail to agree, the City may proceed with any additional work in any manner the City may choose. A decision by the

City to proceed to have work done by another party will in no way relieve either the Contractor or City of this Contract and neither will it be cause for collection of damages by either party from the other party.

## **20. Contractor/Subcontractor Payment Obligations**

a. The Contractor is required to include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing this Contract:

1. A payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days, out of amounts paid to the Contractor by the City under this contract; and

2. An interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due. The Contractor or first-tier subcontractor will not be obligated to pay an interest penalty if the only reason that the Contractor or first-tier subcontractor did not make the payment when due is that the Contractor or first-tier subcontractor did not receive payment from the City or Contractor when the payment was due. The interest penalty will be:

(A). For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(B). Computed at the rate specified in ORS 279C.570(2).

b. The Contractor is further required to include in each of its subcontracts, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of this section in each of its subcontracts and to require each of its subcontractors to include those clauses in their subcontracts with each lower-tier subcontractor or supplier.

c. The Contractor will not request payment of any amount withheld or retained in accordance with ORS 279C.580(5) until such time as the Contractor has determined and certified to the City that the subcontractor is entitled to the payment of such amount.

d. A dispute between the Contractor and a subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to subsection (3) or (4) of ORS 279C.580 does not constitute a dispute to which the City is a party and the City will not be included as a party in any administrative or judicial proceeding.

e. The Contractor will pay all contributions or amounts due the Industrial Accident Fund and the State Unemployment Compensation Fund from the Contractor or subcontractor incurred in the performance of the Contract. The Contractor will be responsible for any lien or claim filed against the City on account of any labor or material furnished. The Contractor will pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

f. Pursuant to ORS 279C.515, if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with the Contract as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due to the Contractor under this Contract. Payment of claims in this manner will not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.

## **21. Inspection and Acceptance**

Inspection and acceptance of all work required under this Contract will be performed by the City. The Contractor will be advised of the acceptance or of any deficiencies in the deliverable items.

## **22. Liquidated Damages**

The City and the Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss if the project work is not completed within the times specified in Section (1) of the Public Improvement Contract, plus any extensions allowed in accordance with the Contract Documents. They also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by City if the project work is not completed on time. Accordingly, instead of requiring proof, the City and the Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor will pay the City five-hundred dollars (\$500.00) for each and every day that elapses in excess of the Contract Time or the final adjusted Contract Time.

Any sums due as liquidated damages will be taken out of any money due or which may become due to the Contractor under this Contract. Payment of liquidated damages will not release the Contractor from obligations in respect to the fulfillment of the entire Contract, nor will the payment of liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to complete the work on time.

Permitting the Contractor to continue and finish the project work, or any part thereof, after the Contract Time or adjusted Contract Time has expired will in no way operate as a waiver on the part of the City of any of its rights under this Contract.

The City may in its discretion grant the Contractor an extension of time upon a showing by the Contractor that the work has been unavoidably delayed by conditions beyond the Contractor's control.

## **23. Indemnity and Hold Harmless**

a. Except for the professional negligent acts covered by paragraph 23.b., the Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

b. The Contractor will defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions arising out of the professional negligent acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents under this contract.

#### **24. Insurance**

Contractor will provide insurance in accordance with Exhibit B. It is specifically understood that the City will be named as an additional insured under Contractor's policy and that Contractor's insurance shall be primary and non-contributory.

#### **25. Bonds**

Does not apply.

#### **26. One Year Maintenance and Warranty**

a. In addition to and not in lieu of any other warranties required under the Contract, Contractor will make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the City, any and all defects, breaks, or failures of the work occurring within one year following the date of substantial completion when those defects, breaks, or failures are due to faulty or inadequate materials or workmanship. The one-year maintenance period required will, with relation to the required repair, be extended one year from the date of completion of the repair.

b. If the Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, the City may have the defects corrected, and the Contractor and Contractor's surety will be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to the Contractor and the Contractor or the Contractor's Surety will pay the cost of repairs. Failure of the City to act in case of an emergency will not relieve the Contractor or the Contractor's Surety from liability and payment of all costs.

#### **27. Waiver**

The failure of the City to enforce any provision of this Contract will not constitute a waiver by the City of that or any other provision.

#### **28. Errors**

The failure of the City to enforce any provision of this Contract will not constitute a waiver by the City of that or any other provision.



## **29. Governing Law**

The provisions of this Contract will be construed in accordance with the laws of the State of Oregon and ordinances of the City of McMinnville, Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Yamhill County, Oregon. Provided, however, if the claim must be brought in a federal forum, then it will be brought and conducted in the United States District Court for the District of Oregon.

## **30. Severability**

If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

## **31. Attorney's Fees**

If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party will be entitled to recover from the other party, in addition to costs and disbursements provided by statute, any sum which a court, including any appellate court, may adjudge reasonable as attorney's fees.

## **32. Merger Clause**

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING, SIGNED BY BOTH PARTIES. ANY WAIVER, CONSENT, MODIFICATION, OR CHANGE, IF MADE, WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE, CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

**EXHIBIT A**  
**COMPLIANCE WITH APPLICABLE LAW**  
**PUBLIC IMPROVEMENT CONTRACT**

**279C.505 Conditions concerning payment, contributions, liens, withholding, drug testing.** (1) Every public improvement contract shall contain a condition that the contractor shall:

(a) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.

(b) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.

(c) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(d) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

(2) In addition to the conditions specified in subsection (1) of this section, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug testing program is in place. [2003 c.794 §138; 2005 c.103 §27]

**279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints.** (1) Every public improvement contract must contain a clause or condition that, if the contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the contractor or a subcontractor in connection with the public improvement contract as the claim becomes due, the proper officer that represents the state or a county, school district, municipality or municipal corporation or a subdivision of the state, county, school district, municipality or municipal corporation may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract.

(2) Every public improvement contract must contain a clause or condition that, if the contractor or a first-tier subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract

within 30 days after receiving payment from the contracting agency or a contractor, the contractor or first-tier subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.

(3) Every public improvement contract and every contract related to the public improvement contract must contain a clause or condition that, if the contractor or a subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

(4) Paying a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to an unpaid claim. [2003 c.794 §140; 2005 c.103 §28; 2012 c.4 §1]

**279C.520 Condition concerning hours of labor.** (1) Every public contract subject to this chapter must contain a condition that a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay:

(a)(A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

(B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on

the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as defined in ORS 279C.100, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(4) In the case of a contract for services at a county fair or for other events authorized by a county fair board, the contract must contain a provision that employees must be paid at least time and a half for work in excess of 10 hours in any one day or 40 hours in any one week. An employer shall give notice in writing to employees who work on such a contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that employees may be required to work.

(5)(a) Except as provided in subsection (4) of this section, contracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. [2003 c.794 §141; 2005 c.103 §29]

#### **279C.530 Condition concerning payment for medical care and providing workers' compensation.**

(1) Every public improvement contract shall contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

(2) Every public contract subject to this chapter shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or

employers that are exempt under ORS 656.126. [2003 c.794 §143; 2005 c.103 §30]

#### **279C.580 Contractor's relations with subcontractors.**

(1) A contractor may not request payment from the contracting agency of any amount withheld or retained in accordance with subsection (5) of this section until the contractor has determined and certified to the contracting agency that the subcontractor has determined and certified to the contracting agency that the subcontractor is entitled to the payment.

(2) A dispute between a contractor and first-tier subcontractor relating to the amount or entitlement of a first-tier subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract under subsection (3) or (4) of this section does not constitute a dispute to which the contracting agency is a party. The contracting agency may not be included as a party in any administrative or judicial proceeding involving such a dispute.

(3) Each public improvement contract awarded by a contracting agency must include a clause that requires the contractor to include in each subcontract for property or services the contractor enters into with a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the contractor to pay the first-tier subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the contracting agency pays to the contractor under the public improvement contract.

(b) A clause that requires the contractor to provide a first-tier subcontractor with a standard form that the first-tier subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from the contractor.

(c) A clause that requires the contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. A contractor may change the form or the regular administrative procedures the contractor uses for processing payments if the contractor:

(A) Notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change; and

(B) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(d) An interest penalty clause that obligates the contractor, if the contractor does not pay the first-tier subcontractor within 30 days after receiving payment from the contracting agency, to pay the first-tier subcontractor an interest penalty on amounts due in

each payment the contractor does not make in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A contractor or first-tier subcontractor is not obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the contracting agency or contractor when payment was due. The interest penalty:

(A) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and

(B) Is computed at the rate specified in ORS 279C.515 (2).

(4) A public improvement contract that the contracting agency awards shall obligate the contractor, in each of the contractor's subcontracts, to require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (3) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

(5)(a) The clauses required by subsections (3) and (4) of this section do not impair the right of a contractor or a subcontractor at any tier to negotiate, and to include in the subcontract, provisions that:

(A) Permit the contractor or a subcontractor to retain, in the event of a good faith dispute, an amount not to exceed 150 percent of the amount in dispute from the amount due a subcontractor under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions the parties to the subcontract agree upon, giving such recognition as the parties consider appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(B) Permit the contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract; and

(C) Permit such withholdings without incurring any obligation to pay a late payment interest penalty if:

(i) A notice that conforms to the standards of subsection (8) of this section has been previously furnished to the subcontractor; and

(ii) A copy of any notice a contractor issues under sub-subparagraph (i) of this subparagraph has been furnished to the contracting agency.

(b) As used in this subsection, "good faith dispute" means a documented dispute concerning:

(A) Unsatisfactory job progress.

(B) Defective work not remedied.

(C) Third-party claims filed or reasonable evidence that claims will be filed.

(D) Failure to make timely payments for labor, equipment and materials.

(E) Damage to the contractor or subcontractor.

(F) Reasonable evidence that the subcontract cannot be completed for the unpaid balance of the subcontract sum.

(6) If, after applying to a contracting agency for payment under a public improvement contract but before paying a subcontractor for the subcontractor's performance covered by the application, a contractor discovers that all or a portion of the payment otherwise due the subcontractor is subject to withholding from the subcontractor in accordance with the subcontract, the contractor shall:

(a) Furnish to the subcontractor a notice conforming to the standards of subsection (8) of this section as soon as practicable after ascertaining the cause for the withholding, but before the due date for payment to the subcontractor;

(b) Furnish to the contracting agency, as soon as practicable, a copy of the notice furnished to the subcontractor under paragraph (a) of this subsection;

(c) Reduce the progress payment to the subcontractor by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (a) of this subsection;

(d) Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency;

(e) Make such payment within:

(A) Seven days after correction of the identified subcontract performance deficiency unless the funds for the payment must be recovered from the contracting agency because of a reduction under paragraph (f)(A) of this subsection; or

(B) Seven days after the contractor recovers the funds from the contracting agency;

(f) Notify the contracting agency upon:

(A) Reduction of the amount of any subsequent certified application for payment; or

(B) Payment to the subcontractor of any withheld amounts of a progress payment, specifying:

(i) The amounts of the progress payments withheld under paragraph (a) of this subsection; and

(ii) The dates on which the withholding began and ended; and

(g) Be obligated to pay to the contracting agency an amount equal to interest on the withheld payments computed in the manner provided in ORS 279C.570 from the 11th day after receiving the withheld amounts from the contracting agency until:

(A) The day the identified subcontractor performance deficiency is corrected; or

(B) The date that any subsequent payment is reduced under paragraph (f)(A) of this subsection.

(7)(a) If a contractor, after paying a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor a written notice asserting a deficiency in the first-tier

subcontractor's performance under the public improvement contract for which the contractor may be ultimately liable and the contractor determines that all or a portion of future payments otherwise due the first-tier subcontractor is subject to withholding in accordance with the subcontract, the contractor may, without incurring an obligation to pay a late payment interest penalty under subsection (6)(e) of this section:

(A) Furnish to the first-tier subcontractor a notice that conforms to the standards of subsection (8) of this section as soon as practicable after making the determination; and

(B) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (A) of this paragraph.

(b) As soon as practicable, but not later than 10 days after receiving satisfactory written notice that the identified subcontract performance deficiency has been corrected, the contractor shall pay the amount withheld under paragraph (a)(B) of this subsection to the first-tier subcontractor, or shall incur an obligation to pay a late payment interest penalty to the first-tier subcontractor computed at the rate specified in ORS 279C.570.

(8) A written notice of any withholding must be issued to a subcontractor, with a copy to the contracting agency, that specifies:

(a) The amount to be withheld;

(b) The specified causes for the withholding under the terms of the subcontract; and

(c) The remedial actions the subcontractor must take in order to receive payment of the amounts withheld.

(9) Except as provided in subsection (2) of this section, this section does not limit or impair any contractual, administrative or judicial remedies otherwise available to a contractor or a subcontractor in the event of a dispute involving a contractor's late payment or nonpayment or a subcontractor's deficient performance or nonperformance.

(10) A contractor's obligation to pay a late payment interest penalty to a subcontractor under the clause included in a subcontract under subsection (3) or (4) of this section is not an obligation of the contracting agency. A contract modification may not be made for the purpose of providing reimbursement of a late payment interest penalty. A cost reimbursement claim may not include any amount for reimbursement of a late payment interest penalty. [2003 c.794 §151; 2005 c.103 §34; 2012 c.4 §2]

**279C.830 Provisions concerning prevailing rate of wage in specifications, contracts and subcontracts; applicability of prevailing wage; bond.** (1)(a) Except as provided in paragraph (e) of

this subsection, the specifications for every contract for public works must contain a provision that states the existing state prevailing rate of wage and, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act (40 U.S.C. 3141 et seq.) that must be paid to workers in each trade or occupation that the contractor or subcontractor or other person who is a party to the contract uses in performing all or part of the contract. If the prevailing rates of wage are available electronically or are accessible on the Internet, the rates may be incorporated into the specifications by referring to the electronically accessible or Internet-accessible rates and by providing adequate information about how to access the rates.

(b) If a public agency under paragraph (a) of this subsection must include the state and federal prevailing rates of wage in the specifications, the public agency shall also require the contractor to pay the higher of the applicable state or federal prevailing rate of wage to all workers on the public works.

(c) Every contract and subcontract must provide that the workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

(d) If a public works project is subject both to ORS 279C.800 to 279C.870 and to the Davis-Bacon Act, every contract and subcontract must provide that workers on the public works must be paid not less than the higher of the applicable state or federal prevailing rate of wage.

(e) A public works project described in ORS 279C.800 (6)(a)(B) or (C) is subject to the existing state prevailing rate of wage or, if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that is in effect at the time a public agency enters into an agreement with a private entity for the project. After that time, the specifications for a contract for the public works must include the applicable prevailing rate of wage.

(2) The specifications for a contract for public works must provide that the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). Every contract that a contracting agency awards must require the contractor to:

(a) Have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

(b) Require, in every subcontract, that the subcontractor have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). [2003 c.794 §168; 2005 c.360 §10; 2007 c.415 §2; 2007 c.764 §37; 2007 c.844 §4; 2009 c.161 §2; 2011 c.265 §2]

**EXHIBIT B  
INSURANCE**

(The Project Manager must answer and initial 2, 3, 4, and 5 below).

During the term of this contract, Contractor will maintain in force at its own expense, each insurance noted below:

1. **Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. (Required of contractors with one or more employees, unless exempt under ORS 656.027). In addition to the statutory benefits described in ORS Chapter 656, the Contractor and all subcontractors will provide employers' liability insurance with limits of not less than: \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury for disease, \$500,000 policy limit for bodily injury by disease.  
☒ Required by City      ☐ I am exempt. Signed \_\_\_\_\_
2. **Professional Liability** insurance with a combined single limit of not less than ☒ \$1,200,000, ☐ \$2,000,000, or ☐ \$3,000,000 each claim, incident, or occurrence. This is to cover damages caused by errors, omissions, or negligent acts related to the professional services to be provided under this Contract. The coverage must remain in effect for at least ☒ one year ☐ two years after the Contract is completed.  
☒ Required by City    ☐ Not required by City By:   RAS
3. **General Liability** insurance, on an occurrence basis, with a combined single limit of not less than ☐ \$1,200,000, ☒ \$2,000,000, or ☐ \$3,000,000 each occurrence for Bodily Injury and Property Damage. It will include contractual liability coverage, product and completed operations coverage, and personal and advertising injury coverage.  
☒ Required by City    ☐ Not required by City By:   RAS
4. **Automobile Liability** insurance with a combined single limit, or the equivalent of not less than ☐ \$1,200,000, ☐ \$2,000,000, or ☐ \$3,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired, or non-owned vehicles.  
☐ Required by City    ☒ Not required by City By:   RAS
5. During construction, **Builders Risk** insurance to the extent of 100 percent of the value of the work for the benefit of the parties to the Contract as their interest may appear. Coverage will also include: (1) formwork in place, (2) form lumber on site, (3) temporary structures, (4) equipment, and (5) supplies related to the work while at the site.  
☐ Required by City    ☒ Not required by City By:   RAS

6. **Notice of cancellation or change.** There will be no cancellation, material change, reduction of limits, or intent not to renew the insurance coverage(s) without priorwritten notice from the Contractor or its insurer(s) to the City.
7. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor will furnish acceptable insurance certificates to the City at the time the Contractor returns the signed contracts. For general liability insurance and automobile liability insurance, the certificate will provide that the City, and its agents, officers, and employees, are additional insureds, but only with respect to the Contractor's services to be provided under this Contract. The certificate will include the cancellation clause, and will include the deductible or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies will be provided to the City. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions, and self-insurance.



**EXHIBIT C**  
**CERTIFICATION STATEMENT FOR**  
**INDEPENDENT CONTRACTOR**

(Contractor complete A or B below, Project Manager complete C below.)

**A. CONTRACTOR IS A CORPORATION**

**CORPORATION CERTIFICATION:** I am authorized to act on behalf of the entity named below, and certify under penalty of perjury that it is a corporation.

Mascott Equipment Company  
Entity

*Elizabeth Wegner*  
Signature

12-17-2018  
Date

**B. CONTRACTOR IS INDEPENDENT.**

**Contractor certifies he/she meets the following standards:**

1. The individual or business entity providing services is free from direction and control over the means and manner of providing the services, subject only to the right of the person for whom the services are provided to specify the desired results,
2. The individual or business entity is licensed under ORS chapters 671 or 701 if the individual or business entity provides services for which a license is required by ORS chapters 671 or 701,
3. The individual or business entity is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The individual or business entity is customarily engaged in an independently established business, as any three of the following requirements are met (please check three or more of the following):
  - ☒ A. The person maintains a business location i) that is separate from the business or work location of the person for whom the services are provided or ii) that is in a portion of the person's residence and that portion is used primarily for the business.
  - ☒ B. The person bears the risk of loss related to the business or the provision of services as shown by factors such as i) the person enters into fixed-price contracts, ii) the person is required to correct defective work, iii) the person warrants the services provided, or iv) the person negotiates indemnification agreements or purchases liability insurance, performance bonds, or errors and omissions insurance.
  - ☒ C. The person provides contracted services for two or more different persons within a 12 month period or the person routinely engages in business advertising, solicitation, or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
  - ☒ D. The person makes a significant investment in the business, through means such as i) purchasing tools or equipment necessary to provide the services, ii) paying for the premises or facilities where the services are provided, or iii) paying for licenses, certificates, or specialized training required to provide the services.
  - ☒ E. The person has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

Contractor Signature

*Elizabeth Wegner*

12-17-18

Date

(Project Manager complete C below.)

**C. CITY APPROVAL**

**ORS 670.600 Independent contractor standards.** As used in various provisions of ORS chapters 316, 656, 657, 671, and 701, an individual or business entity that performs services for remuneration will be considered to perform the services as an "independent contractor" if the standards of this section are met. The contractor meets the following standards:

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results,

2. The Contractor is responsible for obtaining licenses under ORS chapters 671 and 701 when these licenses are required to provide the services,
3. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services,
4. The Contractor has the authority to hire and fire employees to provide or assist in providing the services, and
5. The person is customarily engaged in an independently established business as indicated in B. 4 above.

  
Project Manager Signature

  
Date

**EXHIBIT D**  
**TECHNICAL SPECIFICATIONS**  
**AND SPECIAL PROVISIONS**

**To be determined based on submission by Contractor and negotiation between the parties prior to execution of the Contract.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> (OR) Heffernan Insurance Brokers 5100 SW Macadam, Suite 440 Portland OR 97239	<b>CONTACT NAME:</b>		
	<b>PHONE</b> (A/C, No, Ext): 503-226-1320	<b>FAX</b> (A/C, No): 503-226-1478	
<b>INSURED</b> Mascott Equipment Company, Inc 435 N. E. Hancock Portland OR 97212-3997	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Homeland Insurance Company of New York		34452
	INSURER B: The Travelers Indemnity Company of America		25666
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES****CERTIFICATE NUMBER:** 967566153**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> WA Stop Gap \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7930017490004	1/1/2018	1/1/2019	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 3,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							WA Stop Gap	\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8104K411041	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$			7930028970003	1/1/2018	1/1/2019	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Contractors Pollution Liab. Claims Made Retro Date: 12/1/2001			7930017490004	1/1/2018	1/1/2019	Each Pollution Cond.	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Additional Coverages:**

Professional Services Liability - Homeland Insurance Company of New York Policy #7930017490004:

Effective 1/1/2018-1/1/2019

Limits - \$3,000,000 Each Claim

Policy Aggregate Limit of \$4,000,000 applies to the Commercial General Liability, Contractors Environmental and Professional Services Liability.

Auto Excess Liability - Travelers Property Casualty Company of America Policy #EX4K620232:

See Attached...

**CERTIFICATE HOLDER****CANCELLATION**City of McMinnville  
230 E 2nd St  
McMinnville OR 97128

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY (OR) Heffeman Insurance Brokers		NAMED INSURED Mascott Equipment Company, Inc 435 N. E. Hancock Portland OR 97212-3997	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Effective 1/1/2018-1/1/2019

Limits - \$5,000,000 Each Occurrence, \$5,000,000 Aggregate

Excess Liability Policy #7930028970003 provides excess liability coverage only over the Commercial General Liability, Contractors' Environmental Liability, and Professional Liability Services as noted on this certificate of insurance. Excess Liability Policy #EX4K620232 provides excess liability coverage only over the Business Automobile policy as noted on this certificate of insurance.

RE: As per contract or agreement on file with the insured.

The City of McMinnville, and its agents, officer, and employees are included as additional insured with respects to the General Liability and Professional Liability policies per the attached endorsements, if required. Cancellation notice for the General Liability policy has been requested from the insurance company and if approved will be forwarded when received.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM I

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

### SCHEDULE

#### Name of Person or Organization:

Any person or organization for which the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the scope of insurance agreed to by the Named Insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **SECTION II – WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the SCHEDULE above, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

#### 2. Exclusions

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (b) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain the same.

## Oregon Workers' Compensation Certificate of Insurance



**Mail to:**

MASCOTT EQUIPMENT CO INC  
435 NE HANCOCK ST  
PORTLAND, OR 97212-3913

**Certificate holder:**

INSURED COPY

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

**Insured**

Mascott Equipment Co Inc  
435 NE Hancock St  
Portland, Or 97212-3913

**Producer/contact**

Montgomery & Graham P&C  
Montgomery & Graham P&C  
503.297.1330 gbaker@mymgteam.com

**Issued** 08/16/2018

**Policy** 329799

**Period** 07/01/2018 to 07/01/2019

**Limits of liability**

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Body Injury by Disease	\$1,000,000 policy limit

**Description of operations/locations/special items**

**Important**

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

**Authorized representative**

A handwritten signature in black ink, appearing to read "Kerry Barnett", is written over a horizontal line.

Kerry Barnett  
President and CEO

400 High Street SE  
Salem, OR 97312  
P: 800.285.8525  
F: 503.584.9812



**QUOTE  
REPRINT**

Portland, OR  
(503) 282-2587

Seattle, WA  
(206) 763-7867

Pasco, WA  
(509) 543-2018

Anchorage, AK  
(907) 561-1119

Since 1960

Number	057197
Date	11/29/2018
Page	1

Ship-to: SAME  
MCMINNVILLE CITY OF  
230 E 2ND ST  
MCMINNVILLE, OR 97128

Bill-to: 1130  
MCMINNVILLE CITY OF  
230 E 2ND ST  
MCMINNVILLE, OR 97128

Reference #	Slsp	Terms	Whse	Freight	Ship Via
EXIST TANK REPAIR SYSTEM REWOR	F/J	NET 10TH	01	BILLED	BEST METHOD

Quoted By: CDM	Quoted To: RICH SPOFFORD	Effective: 11/29/2018	Expires: 12/09/2018
----------------	--------------------------	-----------------------	---------------------

Item	Description	Ordered	UM	Price	UM	Extension
	<p>***** *****COURSE AND SCOPE***** *****</p> <p>MASCOTT EQUIPMENT COMPANY WILL PROVIDE MANPOWER AND MATERIALS TO PERFORM WORK AS FOLLOWS TO MODIFY ONE AV GAS TANK AND SYSTEM AT CLIENTS LOCATION IN MCMINNVILLE OREGON. MASCOTT WILL REMOVE LADDER FROM EXISTING STICK PLATFORM, AND WILL CUT IT WHERE IT IS WELDED TO EXISTING SKID, MASCOTT WILL MODIFY IT SO THAT EXISTING SKID CAN BE REMOVED, IT WILL BE MODIFIED AND REPLACED SO THAT NEW SKID CAN BE PUT INTO PLACE. MASCOTT WILL PROVIDE MANPOWER AND EQUIPMENT TO REMOVE EXISTING THREADED CARBON STEEL PIPING FROM CLIENTS FUEL TANK. PIPING WILL BE DEMOLISHED AND REMOVED SO THAT TANK MODIFICATIONS CAN BE</p>					

ACCEPTED FOR PURCHASE

APPROVED BY MASCOTT MANAGEMENT

Signature

Signature

Date: 12/03/18

Date:

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE





Since 1960

Portland, OR  
(503) 282-2587

Seattle, WA  
(206) 763-7867

Pasco, WA  
(509) 543-2018

Anchorage, AK  
(907) 561-1119

## QUOTE REPRINT

Number	057197
Date	11/29/2018
Page	2

Ship-to: SAME  
MCMINNVILLE CITY OF  
230 E 2ND ST  
MCMINNVILLE, OR 97128

Bill-to: 1130  
MCMINNVILLE CITY OF  
230 E 2ND ST  
MCMINNVILLE, OR 97128

Reference #	Slsp	Terms	Whse	Freight	Ship Via
EXIST TANK REPAIR SYSTEM REWOR	F/J	NET 10TH	01	BILLED	BEST METHOD
Quoted By: CDM	Quoted To: RICH SPOFFORD	Effective: 11/29/2018	Expires: 12/09/2018		

Item	Description	Ordered	UM	Price	UM	Extension
	MADE, EXISTING FUEL DISPENSE CAN BE REMOVED. MASCOTT WILL PROVIDE CRANE, TO REMOVE EXISTING TURBINE FROM TANK. TURBINE WILL BE REMOVED, SCRAPPED. EXISING MANWAY WILL BE MODIFIED TO ACCEPT NEW TURBINE, THAT IS EQUIPPED WITH FLOATING SUCTION, AND FLOATING SUCTION ADAPTER. NEW FLOATING SUCTION INDICATOR WILL BE PLACED IN TANK SO THAT IT IS LIVE READ THAT FLOATING SUCTION IS OPERATIONAL FROM GROUND LEVEL. NEW STAINLESS WELDED PIPING WILL BE RUN FROM TURBINE TO TANK FRONT, WHERE IT WILL BE TIED IN TO NEW FUELING SKID THAT WILL BE SUPPLIED AND INSTALLED BY MASCOTT. MASCOTT WILL SUPPLY CRANE TO LIFT DISPENSE END OF TANK, SO THAT TANK HAS PROPER SLOPE TO BELL END OF TANK. END OF TANK) WATER DRAW THIEF SAMPLE PUMP WILL BE PIPED UP ON LOW END OF TANK, IT WILL INCLUDE ANTISIPHON, STAINLESS TUBING THAT WILL EXTEND TO					

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Signature

Date: 12/04/18

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Number	057197
Date	11/29/2018
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MCMINNVILLE CITY OF  
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Bill-to: 1130  
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MCMINNVILLE, OR 97128

Reference #	Slsp	Terms	Whse	Freight	Ship Via
EXIST TANK REPAIR SYSTEM REWOR	F/J	NET 10TH	01	BILLED	BEST METHOD
Quoted By: CDM	Quoted To: RICH SPOFFORD	Effective: 11/29/2018	Expires: 12/09/2018		

Item	Description	Ordered	UM	Price	UM	Extension
	<p>WITHIN ONE INCH OF TANK BOTTOM AND DEAD MAN VALVE, IT WILL BE ON STAND SUPPLIED BY MASCOTT, AND ANCHORED TO CONCRETE, TERMINATION WILL BE WITH CAMLOCK ADAPTER, TUBING WILL EXTEND TO WITHIN ONE FOOT OF GROUND. TANK FILL WILL BE MODIFIED ON NEW SKID, SO THAT FUEL MUST PASS THROUGH FILTER PRIOR TO BEING PLACED IN TANK. TANK WILL BE SET UP SO THAT IT HAS ABILITY TO RECIRCULATE FUEL FROM TANK, THROUGH FILTER, AND PLACE IT BACK IN TANK. DISPENSE END WILL BE EQUIPPED TO BULK LOAD CLIENTS OWN 700 GALLON TRANSPORT, AND IT WILL ACCOMODATE RETAIL SALES OF AV GAS BY TYING IN TO CLIENTS EXISTING QTM4000. WHERE TANK IS RAISED TO PROVIDE SLOPE, MASCOTT WILL DRILL NEW ANCHOR HOLES INTO TANK SADDLE ON HIGH END OF TANK TO ACCOMODATE TANK ANCHORING. METAL SHIMS WILL BE PLACED UNDER TANK TO MAINTAIN ELEVATION AND ALLOW FOR</p>					

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	<p>TANK ANCHORING. MASCOTT WILL PLACE NON SHRINK GROUT UNDER VOID SPACE OF TANK SADDLE . MASCOTT WILL REMOVE EXISTING SKID, TRUCK FROM SITE, CUT APART, AND ENVIRONMENTALLY DISPOSE OF.</p> <p>MASCOTT WILL REUSE ONE CLIENT HOSE REEL, (FOR RETAIL DISPENSE) WITH HOSE, BALL STOP AND NOZZLE. REFUELER NOZZLE ON NEW SKID WILL BE PLACED ON 15 FT 2" HOSE, AND WILL BE STOWED ON HOSE HANGER (NO REEL).</p> <p>MASCOTT WILL RUN NEW STAINLESS WELDED PIPING FROM NEW SKID TO TANK. MASCOTT WILL RUN NEW WELDED VAPOR RECOVERY FROM SKID TO TANK AND PROVIDE NEW VAPOR FITTINGS. NEW SKID WILL BE WELDED STEEL, WITH TWO INCH RAISED LIP TO CONTAIN SMALL SPILLS THAT MAY OCCUR DURING FILTER ELEMENT CHANGES, ETC. AIR ELIMINATION AND PRESSURE RELEIF WILL BE RUN IN STAINLESS TUBING, AND WILL BE ROUTED BACK TO TANK TOP.</p>					

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Item	Description	Ordered	UM	Price	UM	Extension
	<p>MASCOTT WILL DISCONNECT ELECTRICAL SUPPLY TO TANK AND SOLENOIDS, ETC, WILL MOD AS NECCESARY TO ACCOMADATE NEW INSTALL. MASCOTT WILL SUPPLY PERMITS, AND ,AND FOR TANK ANCHORS. EXISTING LOW POINT DRAIN ON FRONT BOTTOM OF TANK WILL BE REMOVED (MUST TAKE PLACE WHILE TANK IS EMPTY, ) AND PLUG WILL BE INSERTED INTO PORT.</p> <p>* NOTE, CLIENT REQUESTED THAT MASCOTT ALSO SUPPLY COMPANY TO BLAST CORRODED AREA ON TANK BOTTOM, COAT INTERIOR OF TANK WITH EPOXY, PAINT TANK EXTERIOR, THIS WILL BE QUOTED BELOW.</p> <p>***** *****MATERIALS AND LABOR*** *****</p> <p>*****STORAGE TANK*****</p> <p>* EXISTING TANK, NOTE, THE</p>					

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Item	Description	Ordered	UM	Price	UM	Extension
	WORK OUTLINED IN THIS QUOTE WOULD HAVE TO BE DONE WHILE TANK IS EMPTY OF CONTENTS, AND WHILE TANK IS CLEAN, DRY, AND VAPOR FREE, OR IT CANNOT BE PERFORMED AS QUOTED.					
INTERNAL BLAST, COAT	INTERNAL BLAST , COAT EPOXY, TANK WILL BE ENTERED, CORRODED AREA BENEATH MANWAY LID WILL BE BLASTED FREE OF RUST AND FLAKING, INTERNAL EPOXY WILL BE APPLIED AND ALLOWED TO CURE.	1	EA			
EXTERNAL COAT	EXTERNAL PAINTING OF TANK	1	EA			
	*****VENTS*****					
	* EXISTING					
	*****TANK GAUGING*****					
MR918-0100AG	ALARM, CLOCK GAUGE, 2" W/FLOAT	1	EA			
KRK2-96"	GAUGE, LEAK 2"X96" AT-A-GLANCE	1	EA			
	*****STICK PORT*****					

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	* EXISTING					
	*****TANK FILL ASSLY*****					
	* EXISTING OVERFILL WILL BE RE USED, EXISTING DROP TUBE WILL BE REUSED, EXISTING DIFFUSER WILL BE REUSED.					
MR305L-0200AA	ADAPTER, 4" TOP SEAL/BRASS	1	EA			
OPW634TT-7085EVR	FILL CAP, 4" TIGHT DURATUFF	1	EA			
JO600-110	BALL VALVE, 3" FLG SS 150#	1	EA			
PTCPF30A-60523000	ADAPTER, 3" 150# FLANGED ALUM	1	EA			
MR286FDI-4000AS	STRAINER, 3" FLANGED 100 MESH	1	EA			
MR246DRF-0100AV	VALVE, SWING CHECK 3" FLANGED	1	EA			
PTC30V-1001130	CAP, DUST 3" ALUMINUM	1	EA			
	*****STAGE 1 VAPOR*****					
OPW1711LPC-0300	VAPOR REC CAP, 3"LOW PROF EVR	1	EA			
OPW1611AV-1605	ADAPTER, 3" VAPOR RECOVERY	1	EA			
	****FLOATING SUCTION ASSLY****					
OES764-0063	FLOATING SUCTION ASSY, 2"X10'	1	EA			
MR818I-0000AG	INDICATOR, CLOCK GAUGE 2"	1	EA			
	( WILL FIT NEW TURBINE)					

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*****FILTER ASSEMBLY*****						
FA-HFG-C-10220	HOUSING, HORIZONTAL MONITOR	1	EA			
FA-FG220-6	FUSE, FACET MONITOR 2" X 20"	10	EA			
*INCLUDES 10 SPARE ELEMENTS FOR FILTER CHANGE ONCE FUEL IS PUMPED FROM CLIENT TRANSPORT BACK INTO TANK.						
FA11AV	AIR ELIMINATOR, 3/4" S.STEEL	1	EA			
FASC-5150-30	GAUGE, PRESSURE DIFFERENTIAL	1	EA			
FASC-9650	CHECK VALVE, 1/2" S.STEEL	1	EA			
JFWBV002E-3/4DEAD	BALL VALVE, 3/4" S.S. SPRING	1	EA			
FA82E3251311-100	VALVE, PRESSURE RELIEF 100PSI	1	EA			
ASTFNW732VM	VALVE, 3" LUG STYLE VITON	1	EA			
PTC3/4A-1000107	ADAPTER, 3/4"FNPT ALUMINUM	3	EA			
PTC3/4V-1001107	CAP, DUST 3/4" ALUMINUM	3	EA			
MR691BSS-04001V	VALVE, BALL 3/4"LOCKING SSTEEL	4	EA			
*****TURBINE ASSLY*****						
FESTPF-150VL2-7	TURBINE, 1.5HP VARIABLE LENGTH	1	EA			
FESTP-CBS	CONTROL BOX, FIXED SPEED PUMP	1	EA			
OCV115G002-0201282P	VALVE, SOL 2"FLG SS TRIM VITON	1	EA			
* NOTE, TURBINE WILL FEED BOTH RETAIL, AND SMALL 700 GALLON REFUELER.						
*****TANK SUMP PUMP*****						

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GPI114000-10	HAND PUMP, HP100-UL PISTON	1	EA			
PTC3/4A-1000107	ADAPTER, 3/4"FNPT ALUMINUM	1	EA			
PTC3/4V-1001107	CAP, DUST 3/4" ALUMINUM	1	EA			
MR912-070500AV	VALVE, 3/4" ANTI-SYPHON 0'-5'	1	EA			
JFWBV002E-3/4DEAD	BALL VALVE, 3/4" S.S. SPRING	1	EA			
*****RECLAIM SYSTEM*****						
* TO ADD ONE 30 GALLON RECLAIM UNIT, TAKES SUMPED SAMPLES, PUSHES THROUGH FILTRATION, PLACES FUEL BACK IN TANK, PLEASE ADD \$ 4,781.53 TO BOTTOM TOTAL. INCLUDES 30 GALLON STAINLESS CONICAL BOTTOM RECLAIM WITH LOCKING LID, PIPING, FITTINGS, 3/4 HORSE PUMP, VF22 FILTER, AND ASSOCIATED VALVES.						
*****DISPENSING EQUIPMENT*						
WYG6201D/27BGJK/W1	DISPENSER, REMOTE 1PD/1 HOSE	1	EA			
WY-FREIGHT-LP	FREIGHT, WAYNE LOW-PROFILE DIS	1	EA			
WY/ANP	NOZZLE PLATE, AVIATION NOZZLE	1	EA			
OPW10BHMP-5830	VALVE, EMERGENCY 1-1/2"MNPT	1	EA			
* NOTE, CLIENTS HOSE REEL HOSE, AND NOZZLE FOR RETAIL						

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HMFSMM24X1	WILL BE REUSED.	1	EA			
FA-HCVF22-SBPG	FLEX CONNECT., 1" X 24" MXM	1	EA			
FA-FGO-612-2	HOUSING, VF22 ELEMENT POP-UP	1	EA			
	ELEMENT, 1 MICRON MONITOR	1	EA			
	*****MISCELLANEOUS EQPT****					
MR691BSS-04001V	VALVE, BALL 3/4"LOCKING SSTEEL	1	EA			
JO600-110	BALL VALVE, 3" FLG SS 150#	2	EA			
HAHGR-50-50	STATIC REEL, 50' SST ORG CABLE	1	EA			
PAINT	PAINT OF SKID	1	EA			
USDECKIT100LLTANK	DECAL KIT, AVGAS 100LL	1	EA			
CONSUMABLES	WELDING RODS,GAS,GR DISK, MISC	1	EA			
AST6'X10'SKID	SKID, 6'X10' W/2" CONTAIN. LIP	1	EA			
FITTINGS/AST	FITTINGS, PIPE, MISC SUPPLIES	1	EA			
MR912-100500AV	VALVE, 1" ANTI-SYPHON 0'-5'	1	EA			
INSTALLATION	LABOR TO FABRICATE/ASSEMBLE	1	EA			
USDECKIT100LLTANK	DECAL KIT, AVGAS 100LL	1	EA			
ELECTRICAL	*****ELECTRICAL ON SKID***** ON SKID	1	EA			
	*****CARD SYSTEM*****					
	* EXISTING CARD SYSTEM REUSED					
	*****BULK LOADING TRANSPORT***					
MR346FDI-0200AV	VALVE, 2" EMERGENCY EXTERNAL	1	EA			

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LCM7C2	METER, 2" W/MECH REGISTER	1	EA			
OES3630-0201	SWIVEL, 2" ALUM./90° STYLE 30	1	EA			
HHCP320180HABA	HOSE ASSY, 2"X15' AVIATION MXM	1	EA			
OES1712DL-AL20	KAMVALOK COUPLER, 2" LOCKING	1	EA			
PTC25W-1001225	PLUG, DUST 2-1/2" ALUMINUM	1	EA			
FARH50-120-7	DEADMAN RHINO SYSTEM 120V	1	EA			
	*****SITE ELECTRICAL*****					
SITE ELECTRICAL,	SITE ELECTRICAL, DISCONNECT,	1	EA			
	CONNECT, AS NEEDED, INCL.					
	PERMITS.					
EMERGENCY SHUT OFF	EMERGENCY STOP	1	EA			
	*****SITE WORK*****					
CRANE	RENTAL CRANE	1	EA			
	( TO ELEVATE TANK) SET NEW					
	SKID, REMOVE OLD SKID)					
FREIGHT	INBOUND TO SITE,AWAY FROM SITE	1	EA			
ANCHOR MATERIALS	ANCHOR MATERIALS	1	EA			
PERMIT	FIRE, BUILDING	1	EA			
	*****NOTES*****					
	* MASCOTT WILL BE PRESENT FOR					
	START UP, COMMISSIONING,					

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	TRAINING.  * ANY AND ALL REQUIRED OR DESIRED SITE PAINT IS BY OTHERS.  * FIRE EXTINGUISHER BY OTHERS  * AREA LIGHTING IS BY OTHERS  * TAX NOT INCLUDED NOR CALC.  ***** ONE HALF DEPOSIT DUE AT TIME ORDER IS PLACED, FINAL PAYMENT DUE WHEN SERVICES RENDERED AS DESCRIBED HEREIN. *****					

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ITEM		DESCRIPTION			ORDERED	UM	PRICE	UM	Extension

- 1.) EXCLUSIONS: (Unless Noted) Site Improvements & Inspection Plans, Permits, Installation, Misc. Pipe Fitting/Accessories Electrical, Sales Tax and any item(s) not specifically listed above.
- 2.) PERFORMANCE: Mascott or employees are not licensed engineers. Performance of equipment is based on accuracy of information provided by Owner or their Representatives. Guaranteed performance requires certification by a licensed engineer, authorized to do business in the applicable state. Engineering review available for an additional cost. Contact your Mascott salesperson for details.
- 3.) EQUIPMENT ONLY: Subject to Owner's or Engineer's approval. Quotation limited to equipment/quantities listed. Owner or installing contractor are responsible to determine actual quantities of pipe, fittings & accessories.
- 4.) STARTUP & WARRANTY: Where req'd warranty certification by Authorized Service Rep. (ASR) of equipment startup. Basic training is offered on a time & materials basis @ \$125- hour/\$1.00 a mile unless otherwise listed. Mascott's responsibility is limited to factory's published warranty. Owner is responsible for excessive travel charges less manufacturer (If Any) credits.
- 5.) ON-SITE MAINTENANCE OFFER: Add additional 4% to your quotation total or a minimum of \$3,000 charge plus applicable State sales tax. An optional equipment service agreement may be offered for a period of 13 months from date of delivery of a Mascott fabricated Fueling Platform. Mascott reserves the right to offer, reject, or adjust pricing on Maintenance Agreements based on jobsite location or specialty equipment that may be installed. Maintenance Agreements are offered solely to customers purchasing Mascott fabricated refueling platforms in conjunction with & not intended to supercede the OEM printed warranties & specified maintenance guidelines. Deviation from manufacturer's equipment maintenance guidelines will void OEM warranties. Mascott will provide labor & basic miscellaneous materials needed at customer's jobsite location of original shipment to repair or replace at our discretion defective parts, workmanship or OEM equipment installed on quoted fuel platform. Maintenance agreement offered is exclusively limited to the quoted fueling platform above, fabricated by Mascott and OEM equipment installed. Travel expenses & accommodations (if any) are considered additional charges and billed to the customer at the rate incurred by Mascott.
- 6.) FREIGHT SHIPMENTS: Freight shipments are FOB point of origin unless otherwise listed. Owner or Owner's contractors are responsible for offloading unless otherwise listed. Excessive standby time by carrier due to offloading may result in additional charges. All freight shipments are to be inspected on receipt for visible damage and noted on Bill of Lading. Crated & boxed freight must be opened & contents inspected within 24 hours of receipt for hidden damage. Owner is responsible to report damage directly to carrier immediately. Failure to contact carrier within specified timelines may result in rejection of claim.
- 7.) LEAD TIME: Mascott can not guarantee factory quoted lead time. Special order equipment requires approval of submittal drawings prior to production. Lead times quoted commence upon receipt of drawings & required deposits.
- 8.) DEPOSITS: 50% Deposit required at time of submittal. Order will not be executed prior to receipt of deposit.
- 9.) FUEL SURCHARGES: Many manufacturers now add fuel surcharges to cover the high cost of fuel in shipping. Please note customer is responsible for surcharges.
- 10.) CREDIT CARDS: Are accepted as payment with written authorization from Mascott's Credit Manager. Processing fees will apply.
- 11.) FACTORY PRICE INCREASES: Unscheduled factory price increases will apply at time of order. Please confirm ALL pricing with your sales person prior to acceptance.

Thank you for your business.

Merchandise	Misc	Tax	Freight	Total
116878.15	.00	.00	.00	116878.15

QUOTE VALID 7 DAYS, FOB FACTORY UNLESS SPECIFIED

ACCEPTED FOR PURCHASE

Signature:  Date: 12/04/18

APPROVED BY MASCOTT MANAGEMENT

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

TERMS AND CONDITIONS SET FORTH OR NOTED ON ATTACHMENT SHALL EXCLUSIVELY GOVERN THIS SALE



## TERMS AND CONDITIONS

1. **ACCEPTANCE OF CONTRACT:** Buyer acknowledges that all quotations, orders and agreements made between Buyer and Mascott Equipment Co., Inc.'s (herein Mascott) agent shall be considered an offer by Buyer, which said offer shall be subject to acceptance and approval by an officer of Mascott at Mascott's Portland office, subject to credit approval. The parties agree that the terms and conditions of this document shall control and shall constitute the parties' agreement, and any terms and conditions on Buyer's purchase order, invoice or other document will have no effect.
2. **PRICE:** Buyer agrees that the purchase price shall be the fair market value of the equipment and/or machinery (hereinafter equipment or goods) on the date of delivery. Therefore, Buyer agrees that Mascott has the right to adjust the balance due at delivery to reflect any fluctuation in market prices for materials and/or labor occurring between the date of this agreement and the delivery date. Mascott may require a payment equal to fifty percent (50%) of the purchase price to be paid at the time this order is placed. Buyer will be charged a restocking fee equal to twenty-five percent (25%) of the purchase price for returned goods. Any additional restocking fees assessed by the manufacturer for returned goods will also be paid by Buyer. When excavating for the installation of underground tanks or equipment, any unusual underground condition which prevents normal excavation and adds significantly to the cost, will be considered as extra, and will be charged for on a time and material basis. This may include excess water, rock greater than 12 inches in diameter, unstable soil, trash, old piping, etc.
3. **PAYMENT TERMS:** Buyer agrees to pay all invoices when due, which is the essence of all orders or contracts. If Buyer fails to make timely payment, Mascott may, at its sole option: (a) defer further shipments until Buyer makes such payments; or (b) elect to cancel all unfilled orders and contract. Buyer agrees that Mascott may withhold or delay deliveries if Buyer fails to maintain a satisfactory credit history with Mascott or fails to provide satisfactory security to Mascott for payment. IF, UPON MASCOTT'S NOTIFICATION TO BUYER THAT GOODS AND EQUIPMENT ARE READY TO SHIP, AND BUYER DELAYS SHIPMENT FOR MORE THAN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTIFICATION, A CHARGE OF ONE PERCENT (1%) PER MONTH SHALL BE APPLIED TO THE TOTAL BALANCE DUE ON THIS ORDER.
4. **TAXES:** In addition to the Price set forth above, Buyer will pay, or reimburse Mascott upon demand if Mascott pays, all sales, use, excise, occupation, duty or other tax or taxes levied, assessed or imposed by any taxing authority, whether the United States, a State, or a political subdivision of either.
5. **PERMITS:** Buyer shall, at its expense, obtain all necessary public, inspection, license, building, and other permits and shall be responsible for compliance with all applicable laws, ordinances and government regulations regarding the installation and operation of the equipment on Buyer's premises.
6. **CHARACTER OF EQUIPMENT:** The parties intend that the equipment shall, at all times, be considered personal property and not as fixture(s), notwithstanding of the manner in which the equipment may be installed or connected to Buyer's real estate.
7. **SECURITY AGREEMENT:** Buyer hereby grants Mascott a security interest in all of Buyer's right, title and interest, now owned or hereafter acquired, in and to the equipment described above and any portion of such equipment, including any other after acquired, substituted or replacement parts, materials, and equipment, to secure the timely performance and payments of the underlying obligation herein and all indebtedness and obligations of Buyer to Mascott presently existing or hereinafter arising, direct or indirect, and interest thereon. Buyer will not, without the written consent of Mascott, sell, contract to sell, lease, encumber, assign, transfer from its place of installation or otherwise dispose of equipment or any interest therein until this security agreement and all debts secured thereby have been fully satisfied. At the request of Mascott, Buyer will join in executing, or will execute, as appropriate, all necessary financing statements and all other instruments deemed necessary by Mascott and by the cost of filing such documents. Buyer shall not delegate performance nor assign any rights or obligation hereunder.
8. **RISK OF LOSS:** This agreement is a shipment contract FOB Mascott's place of business or FOB manufacturer's facility. The risk of loss, injury, or destruction of the equipment or any part thereof passes to the Buyer upon due delivery of the equipment to the carrier. The Buyer shall pay the freight and insurance costs. Any such loss, injury, or destruction shall not release Buyer from any obligations under this agreement, including the payment of the full purchase price and shall, at Mascott's option, accelerate the maturity of the unpaid balance of the purchase price to the date of such event.
9. **DELIVERY:** Buyer acknowledges that Mascott may change delivery dates without notice. Mascott shall not be liable for any loss, damage, or delay due to transportation or caused by fire, strike, civil or military authority, insurrection, a riot or any causes beyond Mascott's reasonable control.
10. **INSPECTION AND ACCEPTANCE:** BUYER SHALL INSPECT THE EQUIPMENT WITHIN TEN (10) DAYS AFTER THE DATE OF DELIVERY. A rejection of the goods by Buyer shall not be effective unless it is made and written notice thereof is given within fifteen (15) days after the date of delivery specifying any claim, defect, or any other proper objection to the equipment. Buyer shall thereafter be deemed conclusively to have accepted the equipment as satisfactory. Buyer must send the defective part(s) to Mascott at Portland, Oregon, within ninety (90) days from the date of purchase and tag all defective part(s) showing date and all information necessary to support a claim. A revocation of acceptance shall not be effective unless written notice of the revocation is given within ten (10) days after Buyer has discovered the defect in the goods, or twenty (20) days after acceptance of Buyer, whichever occurs first.
11. **MERGER:** This agreement signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms and shall not be modified, controlled, or effected in any way by any usage of trade or subject to any course of dealings or performance between the parties. All agreements entered into prior to or contemporaneously with the execution of this agreement are excluded, whether oral or written. Any and all representations, promises, express or implied warranties or statements by Mascott's agent that differs in any way from the terms of this written agreement shall be given no force or effect.
12. **WAIVER:** Mascott shall not, by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies under this agreement. No waiver whatever shall be valid unless in writing signed by Mascott, and then only to the extent under the terms set forth therein.
13. **SEVERABILITY:** This agreement is divisible. If any provision of this agreement is declared invalid by any tribunal, the remaining provision of this agreement shall not be affected thereby.
14. **JURISDICTION:** This agreement shall be construed and governed in all matters by the law of the State of Oregon. The parties consent to the exclusive jurisdiction of and venue in Multnomah County, Oregon with respect to any and all claims or controversies arising out of or related to this order, and consent to service of process outside the State of Oregon in any action hereunder by registered mail or personal service. The prevailing party in any action commenced hereunder shall be entitled to a reasonable sum as attorney fees, together with all costs. An action brought for a breach of this agreement shall be commenced within one (1) year after the cause of action has accrued.
15. **DEFAULT:** All times specified in this agreement for the performance of the obligations of the parties shall be deemed of the essence. If the Buyer fails to pay, when due, any amount payable on this agreement or on any other indebtedness of Buyer secured hereby, or shall fail to perform any of the provisions of agreement, Buyer shall be in default.
16. **MASCOTT'S REMEDIES:** On any default, and at any time thereafter, Mascott may, at Mascott's option, pursue any rights and remedies provided by this agreement and the Oregon Uniform Commercial Code, including but not limited to: repossess the machines and equipment from Buyer's premises; dispose of the equipment pursuant to a public or private sale; or forfeit the Buyer's rights and retain all sums paid heretofore by Buyer to Mascott in lieu of resale and in satisfaction of Buyer's obligations. Mascott shall be entitled to compensation for all incidental damages, including but not limited to all commercially reasonable charges, expenses, or commissions incurred in stopping delivery under the Code, in the transportation, care and custody of goods after a breach by Buyer and in connection with the return or resale of goods, or any other damages resulting from a breach by Buyer. Mascott's remedies and rights are cumulative and the exercise of one right or remedy does not exclude any other rights or remedies conferred on Mascott by law.
17. **LIQUIDATED DAMAGES:** The parties agree that Mascott shall be entitled to retain all deposits made by Buyer, as liquidated damages, if Buyer shall breach or fail to consummate this sale. The parties agree that liquidated damages are needed because of the difficulty in determining Mascott's damages upon Buyer's breach, Mascott's capital investment in making the equipment and the numerous jurisdictions in which Mascott sells equipment. At its sole option, Mascott may elect the remedies provided in Paragraph 16 instead of liquidated damages.
18. **LIMITATION ON MASCOTT'S LIABILITY:** MASCOTT SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR TIME, INTERRUPTION OR LOSS OF EQUIPMENT, OR LABOR IN REPAIRING, SUSTAINED BY BUYER BY REASON OF ANY DEFECT IN THE GOODS, OR ANY PART THEREOF, DELAY IN THE DELIVERY OF THE GOODS, OR BREACH OF WARRANTY, EXCEPT TO THE EXTENT OF REPAIR OR REPLACEMENT AS PROVIDED IN PARAGRAPHS 19 AND 20.
19. **EXCLUSIVE REMEDY OF THE BUYER:** THE PARTIES AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE GOODS IS TO REQUIRE MASCOTT TO DELIVER TO A CARRIER, PROPERLY CONSIGNED TO BUYER, A SUITABLE PART TO REMEDY THE DEFECT. THE REPLACEMENT OF THE DEFECTIVE PART IS THE LIMIT OF THE LIABILITY OF MASCOTT. THE SOLE PURPOSE OF THIS STIPULATED AND EXCLUSIVE REMEDY IS FOR MASCOTT TO REPAIR, AND OR REPLACE, DEFECTIVE PARTS IN THE MANNER HEREIN PROVIDED. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ON ITS ESSENTIAL PURPOSE SO LONG AS MASCOTT IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE PARTS IN THE PRESCRIBED MANNER.
20. **MANUFACTURERS' WARRANTIES:** SOME OF THE GOODS AND EQUIPMENT SOLD BY MASCOTT MAY BE COVERED BY MANUFACTURERS' WARRANTIES. IN SUCH CASES, ALL MANUFACTURERS' WARRANTIES SHALL BE PASSED TO BUYER FOR BUYER'S BENEFIT.
21. **WAIVER OF EXPRESS WARRANTIES:** EXCEPT AS PROVIDED IN PARAGRAPH 20, MASCOTT GIVES NO EXPRESS WARRANTIES AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, PRODUCTIVENESS, OR ANY OTHER MATTER, OF ANY GOODS SUPPLIED BY MASCOTT. MASCOTT IS IN NO WAY RESPONSIBLE FOR THE PROPER USE AND OR SERVICE OF SUCH GOODS. EXCEPT AS PROVIDED HEREIN WITH REGARD TO INSPECTION AND ACCEPTANCE, BUYER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF SUCH GOODS.
22. **WAIVER OF IMPLIED WARRANTIES:** THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABILITY OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON MASCOTT'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE. BUYER HAS NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS, AFFIRMATION OF FACT, DESCRIPTION OF GOODS, OR PRODUCT SAMPLES, EXCEPT THOSE EXPRESSLY STATED WITHIN THIS WRITTEN DOCUMENT, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACT HEREOF.
23. **EXCLUSION OF WARRANTIES:** MASCOTT MAKES NO WARRANTY AS TO TITLE OF GOODS, CLAIMS OF THIRD PARTY ARISING FROM PATENT OR TRADEMARK INFRINGEMENT, OR AS TO THE EXISTENCE OF ANY SECURITY INTEREST, LIEN OR OTHER ENCUMBRANCE ON THE GOODS SOLD TO BUYER AT THE TIME OF THE EXECUTION OF THIS AGREEMENT, AT THE TIME OF DELIVERY OF THE GOODS, OR AT ANY OTHER TIME.
24. **BUYER'S REPRESENTATION:** Buyer recognizes that: (a) the equipment sold to Buyer pursuant to this agreement may be protected by any number of patents and/or trademarks; and (b) part of the consideration for the sale of the equipment is Buyer's representations, therefore, Buyer represents and warrants that Buyer shall not, at any time, alter any equipment furnished by Mascott under this agreement or do anything that will infringe, impeach or lessen the validity of the patents or trademarks under which Mascott's equipment is made or sold.
25. **FACSIMILE S:** Facsimile transmission of any signed original document shall be the same as delivery of an original. At the request of Mascott, Buyer will confirm facsimile transmitted signatures by signing an original document.

Initial: **RAS**

Date:

**12/04/18**

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... Last Page





**City of McMinnville  
Fire Department**  
175 NE 1<sup>st</sup> Street  
McMinnville, OR 97128  
(503) 435-5800  
[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

## STAFF REPORT

**DATE:** April 16, 2019  
**TO:** Jeff Towery, City Manager  
**FROM:** Rich Leipfert, Fire Chief  
**SUBJECT:** Contract with Amity Fire District for Fire and EMS Services  
**STRATEGIC PRIORITY & GOAL:**



### **CITY GOVERNMENT CAPACITY**

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

#### **OBJECTIVE/S: Develop and foster local and regional partnerships**

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##### **Report in Brief:**

This action is a resolution for the City of McMinnville to enter into an Intergovernmental Agreement (IGA) with the Amity Rural Fire District for Fire and EMS services. It also includes the continuation of the peak ambulance.

##### **Background:**

The Fire Department has been evaluating opportunities to create partnerships that provide improved opportunities for all parties involved to improve capacity and services. This action is the first of what we hope to be many, as we build more cohesive partnerships in our attempts to provide a sustainable funding source for emergency services.

##### **Discussion:**

IGAs can provide a great deal of flexibility for the two departments to decide how and when they want to share services/resources. All that is required is that the parties sign a written agreement which details the services to be provided, the costs for such services, billing and payment terms, indemnification and insurance provisions, termination provisions, and the like. This model allows the departments to test-run a limited joint venture before committing to a more comprehensive consolidation. This IGA will provide several advantages over the existing system.

- One Chief and one Training Officer.
- Reduction of duplication of resources.
- Improved training opportunities for both departments.
- Consolidated Standardized Operating Procedures and training.
- Improved service delivery.
- Improved safety for responders and citizens.

**Attachments:**

1. Resolution
2. IGA

**Fiscal Impact:**

The IGA provides for a total annual cost of \$188,500 for the first year with a built in CPI all cities year end up to a maximum increase of 3% annually.

**Recommendation:**

Staff recommends that the City Council approve the Resolution authorizing the City to enter into the IGA with the Amity Fire District.

## RESOLUTION NO. 2019-30

A Resolution providing for and approving a form of an Intergovernmental Agreement (IGA) by and between the City of McMinnville, Oregon and the Amity Fire Protection District.

### RECITALS:

This Intergovernmental Agreement (the “IGA”) is entered into effective as of July 1, 2019, (“Effective Date”) by and between the City of McMinnville Fire Department (MFD) and Amity Fire District (AFD) and sets forth the understanding between the parties regarding the development and implementation of a program relating to Fire and EMS Services to Amity Fire District

- A. Whereas, McMinnville and Amity desire to provide the most expedient and affordable service to their respective communities, to further economy and efficiency in local government and intergovernmental cooperation, and to minimize unnecessary and costly duplication of services, by combining and coordinating their resources; and
- B. Whereas, McMinnville maintains administration through its Administrative Chiefs and Battalion Chiefs and Amity desires to obtain such services from McMinnville; and
- C. Whereas, McMinnville and Amity desire to provide emergency service options that are sustainable to their respective service areas; and
- D. Whereas, McMinnville maintains and operates training services for itself and other agencies, and Amity desires to obtain such services on a limited basis from McMinnville; and
- E. Whereas, the City has software licenses for reporting, training, and computer aided dispatch (CAD) that can be expanded to AFD; and
- F. Whereas, the City provides Paramedic Ambulance services through its McMinnville Fire Department (MFD) within the McMinnville Ambulance Service Area (ASA2), which includes Amity Fire District and the City of McMinnville; and
- G. Whereas, the Parties desire to enhance the availability of a Paramedic Ambulance Services and Fire Protection Services within the Amity Fire District and the City of McMinnville by providing enhanced Advanced Life Saving (ALS) Ambulance Service during normal business hours; and
- H. Whereas, the MFD has qualified and trained Administration staff and Firefighters and the equipment available to provide this service, and the AFD has appropriate and secure quarters for both the apparatus and the personnel at their station located in Amity, Oregon; and
- I. Whereas, the Parties are currently also parties to the Yamhill Fire Defense Board 2012 Intra-County Mutual and Emergency Assistance Agreement (the “Mutual Aid



Agreement”), which would allow MFD to provide emergency assistance to AFD using any MFD personnel assigned to the ALS Ambulance Unit at the Amity Fire Station; and

- J. Whereas, Oregon Revised Statutes (ORS) Chapter 190, authorizes units of local government, including cities and special districts, to enter into written agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement has authority to perform.

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

1. That an IGA prepared and submitted to the Council of the City of McMinnville on the 23<sup>rd</sup> day of April 2019, be entered into by and between, the City of McMinnville and the Amity Fire Protection District with the effective date of 1<sup>st</sup> day of July, 2019.
2. McMinnville agrees to provide invoices to AFD and AFD agrees to pay McMinnville the invoiced amounts, which shall reflect the cost of Services as described in the appendices. Invoices will be provided semiannually on or before the first day of November and May, payment is due within 30 days of the date of invoice. Invoicing may be by electronic means.
3. Total compensation for the first year is \$188,500. The IGA costs will be adjusted annually by CPI “All Cities“ year-end up to a maximum increase of 3% annually.
4. The Mayor is hereby authorized and directed to execute the IGA in duplicate and to deliver one executed copy thereof to the Amity Fire Protection District and to retain one executed copy thereof to be kept on file in the office of the City Recorder.
5. 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 23<sup>rd</sup> day of April, 2019 by the following votes:

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

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

Approved this 23<sup>rd</sup> day of April, 2019.

\_\_\_\_\_  
MAYOR

Approved as to Form:

\_\_\_\_\_  
CITY ATTORNEY

## **INTERGOVERNMENTAL AGREEMENT FOR FIRE AND EMS SERVICES**

This Intergovernmental Agreement (the “IGA”) is entered into by and between the City of McMinnville (the “City”) and Amity Fire District (AFD) (the “Parties”) as of July 1, 2019, (Effective Date).

### **RECITALS**

- a. Whereas, McMinnville and Amity desire to provide the most expedient and affordable service to their respective communities, to further economy and efficiency in local government and intergovernmental cooperation, and to minimize unnecessary and costly duplication of services, by combining and coordinating their resources; and
- b. Whereas, McMinnville maintains administration through its Administrative Chiefs and Battalion Chiefs and Amity desires to obtain such services from McMinnville; and
- c. Whereas, McMinnville and Amity desire to provide emergency service options that are sustainable to their respective service areas; and
- d. Whereas, McMinnville maintains and operates training services for itself and other agencies, and Amity desires to obtain such services on a limited basis from McMinnville; and
- e. Whereas, the City has software licenses for reporting, training, and computer aided dispatch (CAD) that can be expanded to AFD; and
- f. Whereas, the City provides Paramedic Ambulance services through its McMinnville Fire Department (MFD) within the McMinnville Ambulance Service Area (ASA2), which includes Amity Fire District, the south end of Dayton Fire District and the City of McMinnville; and
- g. Whereas, the Parties desire to enhance the availability of a Paramedic Ambulance Services and Fire Protection Services within the Amity Fire District and the City of McMinnville by providing enhanced Advanced Life Saving (ALS) Ambulance Service during normal business hours; and
- h. Whereas, the MFD has qualified and trained Administration staff and Firefighters and the equipment available to provide this service, and the AFD has appropriate and secure quarters for both the apparatus and the personnel at their station located in Amity, Oregon; and
- i. Whereas, the Parties are currently also parties to the Yamhill Fire Defense Board 2012 Intra-County Mutual and Emergency Assistance Agreement (the “Mutual Aid

Agreement”), which would allow MFD to provide emergency assistance to AFD using any MFD personnel assigned to the ALS Ambulance Unit at the Amity Fire Station; and

- j. Whereas, Oregon Revised Statutes (ORS) Chapter 190, authorizes units of local government, including cities and special districts, to enter into written agreements with other units of local government for the performance of any or all functions and activities that a party to the agreement has authority to perform.

Now therefore, the parties agree as follows:

## **1. TERM**

The prior agreement dated April 11, 2016, is hereby terminated and replaced on the Effective Date of this Agreement. This Agreement shall be effective July 1, 2019 (“Effective Date”). This Agreement shall remain in effect until terminated by either party. Either party may terminate this Agreement by providing ninety days’ written notice of termination to the other party.

## **2. RESPONSIBILITIES OF MCMINNVILLE FIRE DEPARTMENT**

Beginning with the effective date, and for the duration of this Agreement, MFD shall:

- a. Provide administration services to the Amity Fire District as outlined in Appendix A.
- b. Hire a Division Chief/Training Officer to provide management of the AFD training program and move to merge the two departments training documentation and schedule.
- c. Stage an Oregon Health Authority licensed ALS Ambulance Unit at the Amity Fire Station between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The Ambulance Unit will be staffed with a minimum of one Oregon Certified dual role Firefighter / Paramedic, and one Firefighter EMT. The assigned personnel will assist with EMS related training of AFD personnel while assigned to the AFD station, and will perform appropriate Station Duties at the direction of the AFD.
- d. Provide appropriate IT infrastructure in AFD’s Fire Station that will allow the MFD and AFD employees to remotely connect to EMS report writing software, City email and other business related programs.
- e. Provide furniture for assigned personnel use (i.e. kitchen table, chairs and basic office furniture), and provide for an appropriately sized EMS supply cache to be utilized by the ambulance and AFD for restocking purposes.
- f. MFD employees will be authorized to staff and operate AFD vehicles while responding on calls with the AFD.
- g. Provide 1 Mobile Computer Terminal with CAD licenses and IS support
- h. Provide Duty Chief coverage 24hrs daily.
- i. Provide access to ESO reporting software and report NFIRS requirements
- j. Administration will preapprove social media releases.
- k. Enforce existing Amity Standard Operating Guidelines (SOG) and policies.

### **3. RESPONSIBILITIES OF AMITY FIRE DISTRICT**

Beginning with the effective date, and for the duration of this Agreement, AFD shall:

- a. Provide an office for the Division Chief of Training at the AFD station.
- b. Continue to provide administrative/bookkeeping/Board staff support through the current accounts payable/board staff position.
- c. Provide secure facilities for the apparatus and personnel at their station in Amity, Oregon, to include at a minimum: one parking bay space, living quarters, office space, kitchen areas, bathrooms and parking for personal vehicles.
- d. Provide compensation to the City of McMinnville as outlined in section 4.
- e. Provide weekend Duty Chief coverage when available, due to Volunteer coverage.

### **4. COMPENSATION**

McMinnville agrees to provide invoices to AFD and AFD agrees to pay McMinnville the invoiced amounts, which shall reflect the cost of Services as described in the appendices. Invoices will be provided semiannually on or before the first day of November and May, payment is due within 30 days of the date of invoice. Invoicing may be by electronic means.

After July 1, 2019, McMinnville will invoice AFD at a rate which McMinnville, in consultation with AFD, shall establish and publish by March 1 of each year for implementation on July 1 of that year.

Amounts invoiced shall include all Services as provided in the Scope of Services section. In the event Amity requests and McMinnville agrees to provide Services beyond the Scope of Work, McMinnville may charge additional amounts to the quarterly invoice. The Parties shall agree in writing to the rate for such additional Services in advance.

The compensation and Scope of Services is based upon the current number and configuration of Services, as identified in Appendix "A" In the event of a change in Services requested, both Parties shall meet to discuss these changes and different compensation. Other appendices shall be added if additional services are requested and agreed upon by the parties.

The contract costs will be adjusted annually by CPI "All Cities" year-end up to a maximum increase of 3% annually.

**5. REVIEW, EVALUATION AND QUALITY ASSURANCE**

The Parties shall collaborate, as required, to deliver excellent patient care and customer service, and shall notify each other as soon as possible of incidents that affect the quality of service delivery under this Agreement. Both parties will work diligently toward resolving any issues that may arise for the mutual benefit of the Parties. In addition, the parties shall jointly perform an annual evaluation of the effectiveness of the program. For the purposes of evaluating the program, the parties shall consider at a minimum: financial impacts / revenue, response times, unit availability, transport times, crew interoperability and overall program success.

**6. PERSONNEL**

The personnel assigned to the ALS Ambulance Unit by MFD shall at all times remain and be employed by the City, subject to the rules and regulations of the City, notwithstanding that AFD may provide for the day to day supervisory needs of that personnel under the terms of this Agreement. If available, MFD assigned personnel may be utilized by MFD to provide emergency assistance to AFD, pursuant to the terms and condition of the Mutual Aid Agreement.

**7. LIABILITY AND INDEMNITY**

- a. To the extent permitted by the Oregon Tort Claims Act and the Oregon Constitution, each party shall defend, indemnify and hold harmless the other party, and each of that second party's elected officials, officers, agents and employees, from and against any and all losses, claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatever nature, arising out of or incident to the performance of this Agreement by the first party, including, but not limited to, any acts or omissions of the first party's officers, employees, agents, volunteers and others, if any, designated by the first party to perform services under this Agreement; provided however that the first party shall not be held responsible for any losses, claims, actions, costs, judgments, damages or other expenses directly, solely and proximately caused by the negligence of the second party.
- b. Each party is required to provide and be responsible for their employees' worker's compensation insurance. Additionally, each party shall be responsible for any and all liability arising out of its use of the vehicles by its respective employees. Each party further agrees to be responsible for any physical damage to their own vehicles while they are in use, whether being driven or parked.
- c. This section does not confer any right to indemnity on any person or entity other than the parties, waive any right of indemnity or contribution from any person or entity, or waive any governmental immunity.
- d. The obligations of the parties under this section will survive expiration or termination of this Agreement.

8. **GENERAL**

- a. Relationship of the Parties. The relationship of the parties shall be that of independent contractors collaborating for purposes of the ALS Ambulance Program, and this Agreement shall not make either party the agent or partner of the other or create any form of partnership or joint venture between the parties.
- b. Assignment and Amendment. Any changes to this Agreement must be agreed to in writing by authorized representatives of each party.
- c. Notice. Any written notification required for this Agreement shall be made to the following:

If to AFD:

Bruce Hubbard  
Fire Chief  
P.O. Box 335  
Amity, Oregon 97101

If to City:

Rich Leipfert  
Fire Chief  
175 NE 1<sup>st</sup> Street  
McMinnville, Oregon 97128

With a copy to:

David Koch  
City Attorney  
230 NE 2<sup>nd</sup> Street  
McMinnville, Oregon 97128

- d. Counterparts. This Agreement may be executed in any number or counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- e. Authority. Each party represents and warrants that it is free to enter into this Agreement and to perform each of the terms and conditions of the Agreement.

**CITY OF McMINNVILLE**

By: \_\_\_\_\_  
Jeff Towery, City Manager

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

**AMITY FIRE DISTRICT**

By: Bruce Hubbard  
Bruce Hubbard, Fire Chief

Date: 04-16-19

By: Tom Crawford  
Tom Crawford, Board Chairman

Date: 4/16/19

ATTEST

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City Recorder

APPROVED AS TO FORM

---

David Koch, City Attorney

## **Appendix A**

### **SCOPE OF WORK**

#### *Administration*

##### **Administrative Services:**

McMinnville will provide the Fire Chief, as a Contract Chief and liaison to Amity Fire District Board. McMinnville will provide administrative services using the Fire Chief, Assistant Chiefs, Division Chief or Battalions Chiefs depending upon the work being done.

1. Plans and develops departmental programs and policies to provide appropriate and effective fire safety and emergency medical services to the community.
2. Assigns, supervises and evaluates work of District personnel through subordinate supervisors. Hears grievances and administer disciplinary action. Interviews and effectively recommends hiring and termination actions.
3. Prepares initial district budget request. Manages and monitors approved department budget. Reviews and approves expenditures IAW AFD Policy. Reviews budget progress and makes necessary modifications.
4. Produces required reports for State agencies regarding District activities. Including providing access for the Amity Fire District to ESO electronic reporting software.
5. Maintains communication with media representatives to ensure cooperative effort and accurate reporting of activities. Markets initiatives for the District.
6. Attends District and various other meetings, providing input and receiving direction or other information.
7. Drafts and/or recommends resolutions and ordinances and reports for District action or information. Ensures District officials are properly informed of department/district activities.
8. Responds to and provides direction and control at fires or other emergencies and oversee fire suppression, hazardous material and natural disaster operations.
9. McMinnville will station a Division Chief at the Amity Fire Station.
10. Applies for and manages grants for the District.



## **SCOPE OF WORK**

### *Training Services*

McMinnville will provide a Division Chief to manage the training program. Amity agrees to provide a member who will assist with the delivery of Training Services in the Amity Fire District, coordinated between McMinnville and Amity. As such, McMinnville will provide to Amity the below Training Services:

1. Target Solutions
  - a) Records Management and Online Training Management
2. Drill /Training Coordination
3. Create and Maintain Training Calendar
4. Access to McMinnville Webinars
5. Volunteer Fire Academy
  - a) Twice annually
6. Personnel Certification and Recertification Tracking
  - a) DPSST
  - b) DHS
7. Department DPSST Accreditation Management
8. Exceptions
  - a) Amity will fund all school, training, conferences for their staff.
  - b) Amity will fund their membership contract with Target Solutions

## **SCOPE OF WORK**

### *Operations*

1. MFD personnel will continue to be authorized to staff and operate AFD vehicles while responding on calls with AFD.
2. Provide 24 Hour Incident Coverage with Duty Chief \$10,000
3. Continue to provide ALS Ambulance M-F 8-5 \$10,000
4. Provide 1 MCT with licensing and computer support \$ 3,000 initial year \$1,000 each year after.
5. Provide ESO reporting software \$ 3,500

### *Total Compensation 1<sup>st</sup> Year*

• Administration / Training	\$ 162,000
• Operations	\$ 26,500
• Total	\$ 188,500



City of McMinnville  
Planning Department  
231 NE Fifth Street  
McMinnville, OR 97128  
(503) 434-7311  
[www.mcminnvilleoregon.gov](http://www.mcminnvilleoregon.gov)

## STAFF REPORT

DATE: April 23, 2019  
TO: Mayor and City Councilors  
FROM: Chuck Darnell, Senior Planner  
SUBJECT: Ordinance No. 5068 - Comprehensive Plan Text Amendments –  
Historic Preservation Plan (G 2-19)

### STRATEGIC PRIORITY & GOAL:



#### GROWTH & DEVELOPMENT CHARACTER

Guide growth & development strategically, responsively & responsibly to enhance our unique character.

**OBJECTIVE/S:** Strategically plan for short and long-term growth and development that will create enduring value for the community

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### Report in Brief:

This action is the consideration of Ordinance No. 5068, an ordinance approving Comprehensive Plan Text Amendments to adopt the McMinnville Historic Preservation Plan and to include related goals and policies in the McMinnville Comprehensive Plan.

The City of McMinnville is proposing to amend Chapter III (Cultural, Historical, and Educational Resources) of the Comprehensive Plan by adding new goals and policies from the McMinnville Historic Preservation Plan to the chapter. The entire McMinnville Historic Preservation Plan is also proposed to be adopted as an appendix to the McMinnville Comprehensive Plan.

### Background:

The McMinnville Planning Commission's 2017-2019 Work Plan included the Historic Preservation Plan project as a long-range planning work product. In late 2017, the City of McMinnville applied for and received a Certified Local Government (CLG) grant to complete, among other activities, a Historic Preservation Plan to guide the City's historic preservation program for the next 15 to 20 years. After soliciting a request for proposals, a consultant, Northwest Vernacular Historic Preservation, was selected to complete the Historic Preservation Plan.

The consultants began by completing research into the City's existing historic preservation program, which served as a foundation for the recommendations eventually provided in the final Historic

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#### Attachments:

Ordinance No. 5068 including:

Exhibit A – G 2-19 Decision Document with Comprehensive Plan Amendments & McMinnville Historic Preservation Plan  
McMinnville Water and Light Comments and Suggested Amendments  
Planning Commission Minutes – March 21, 2019

Preservation Plan. The consultant's process for the completion of the Historic Preservation Plan included multiple public meetings, first to provide an overview of the planning process and also to share the preliminary findings from an Intensive Level Survey (ILS) that they completed in the residential area north of downtown, and second to share their preliminary recommendations and preliminary implementation plan. The initial public meeting was held on February 20th, 2018, and the final public meeting was held on May 23rd, 2018. The consultants also attended a regular monthly meeting of the Historic Landmarks Committee in March 2018 to discuss their initial findings and gather feedback on their early recommendations that would be included in the Historic Preservation Plan.

An online survey was developed to gather feedback from the general public as well. The survey was in multiple choice format, and provided the consultants with the general public's understanding of historic preservation in McMinnville. The consultants also completed in-depth interviews with specific stakeholders in the community. These stakeholders included owners of historic properties, owners of businesses in the downtown area, real estate professionals, contractors or other professionals in the construction industry, and members of local boards that are involved in or associated with historic preservation.

After completing all public outreach and targeted outreach to specific stakeholders, the consultants drafted the Historic Preservation Plan. The draft plan was shared with the Historic Landmarks Committee and Planning Commission for discussion and comment, at both of those group's June 2018 regular business meetings. Comments from both the Committee and Planning Commission were shared with the consultants. Staff worked with the consultants on revisions to the draft plan throughout the months of June 2018 and July 2018, and in August 2018 received a final draft of the Historic Preservation Plan.

The final draft of the plan, as provided by Northwest Vernacular Historic Preservation, was reviewed again by the Historic Landmarks Committee in September 2018. At that meeting, the Historic Landmarks Committee identified a concern with the historic context chapter of the plan, specifically that it did not include enough information on the pre-European settlement history of the McMinnville area and the perspectives of native cultures. The Historic Landmarks Committee suggested that additional language be added to the historic context chapter and that activities be described in the implementation chapter related to the further development of the historic context chapter to include more information on the pre-European settlement history of the McMinnville area. Those amendments were made to the Historic Preservation Plan by staff and the plan was brought back to the Historic Landmarks Committee for final review at their December 2018 regular meeting. After reviewing and approving of the amendments described above, the Historic Landmarks Committee recommended that the Historic Preservation Plan be forwarded to the Planning Commission and City Council for review and consideration.

A public hearing was held by the Planning Commission on March 21, 2019. The public hearing was closed at the same meeting, following which the Planning Commission deliberated and then voted to recommend that the Council consider and approve the McMinnville Historic Preservation Plan and the Comprehensive Plan Text Amendments as outlined in Ordinance No. 5068.

### **Discussion:**

The City of McMinnville is proposing amendments to the McMinnville Comprehensive Plan to adopt the McMinnville Historic Preservation Historic Preservation Plan. The proposed Comprehensive Plan text amendments are two-fold. First, the text amendments would add new goals, policies, and proposals to Chapter III (Cultural, Historical, and Educational Resources) of the Comprehensive Plan. These goals, policies, and proposals are directly from Chapter 5 of the Historic Preservation Plan. Second, the text amendments would adopt the entire Historic Preservation Plan as an appendix to the overall McMinnville

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#### *Attachments:*

*Ordinance No. 5068 including:*

*Exhibit A – G 2-19 Decision Document with Comprehensive Plan Amendments & McMinnville Historic Preservation Plan  
McMinnville Water and Light Comments and Suggested Amendments  
Planning Commission Minutes – March 21, 2019*

Comprehensive Plan. This will ensure that all of the relevant information in the Historic Preservation Plan is included in the City's guiding planning document.

The full version of the McMinnville Historic Preservation Plan and proposed Comprehensive Plan text amendments are attached to this staff report as components of Ordinance No. 5068. The proposed text amendments are included in Ordinance No. 5068 as Attachment 1 to Exhibit A, and the McMinnville Historic Preservation Plan is included in Ordinance No. 5068 as Attachment 2 to Exhibit A. However, a brief summary of the Historic Preservation Plan is provided below.

The Historic Preservation Plan includes six chapters, which are described in more detail below:

1) Executive Summary

The executive summary includes an overview of historic preservation, and also includes a brief overview of the goals and policies to help guide the City's historic preservation program, which are described in detail in Chapter 5.

2) Introduction

The introduction chapter includes an overview of the purpose of the Historic Preservation Plan, as well as the process that was followed during the development and drafting of the Historic Preservation Plan. This chapter also includes information on the benefits of historic preservation, with references to some documented successes in the effects of historic preservation efforts.

3) Historic Context

The historic context chapter provides an overview of the historic growth and development of McMinnville. It identifies five time periods of development in the city, each organized and associated with activities that were occurring during the time period, such as the entry of the railroad and early development of industry during the years of 1879 – 1903. After describing those development periods, information is provided on different property types and architectural styles that are easily identified throughout the city. Specifically, thirteen architectural styles are described that were prevalent throughout the different development periods. Examples are provided of properties within the city that still display the prominent architectural features from each key architectural style.

4) Current Status of Historic Preservation

This chapter begins with an overview of the City's existing historic preservation program and the historic preservation work, such as surveys and inventories that have been completed in the past. The chapter also includes a list of additional areas within the city that could be further surveyed to provide more information on the historical significance of the structures within them. These areas include the Hayden Addition, Saylors Addition, Baker Addition, Martin Addition, Chandler's 2<sup>nd</sup> Addition, residential areas around downtown, and an area along SE Baker Street south of downtown.

The chapter also identifies properties that may be eligible for further nomination as historic properties or historic districts. The consultants that completed the Historic Preservation Plan also had completed an Intensive Level Survey in the residential area north of downtown, and include some preliminary recommendations on a potential historic district in that area. Finally, this chapter includes the identification of certain areas of the city that have a high number of historic resources, and recommends evaluating the zoning in some of these areas to better support the retention of historic resources. The intention of evaluating the zoning in these areas would be to highlight opportunities to both retain historic character and support increased population densities and compatible uses.

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*Attachments:*

*Ordinance No. 5068 including:*

*Exhibit A – G 2-19 Decision Document with Comprehensive Plan Amendments & McMinnville Historic Preservation Plan  
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Planning Commission Minutes – March 21, 2019*

## 5) Goals, Policies, & Proposals

This chapter includes the specific goals, policies, and proposals that were developed through discussion with the community and the Historic Landmarks Committee. The goals, policies, and proposals are intended to provide guidance for the future of the City's historic preservation program, and identify activities that the Historic Landmarks Committee could complete to further historic preservation efforts throughout the city.

The goals included in the Historic Preservation Plan are:

- Goal 1: Increase Public Awareness and Understanding of McMinnville's History and its Historic Preservation Program
- Goal 2: Encourage the Preservation and Rehabilitation of Historic Resources
- Goal 3: Document and Protect Historic Resources
- Goal 4: Increase Heritage Tourism

Each goal has specific policies and proposals, which include more specific activities that the City and the Historic Landmarks Committee can complete to achieve the overarching goal. These goals, policies, and proposals are what is proposed to be added to Chapter III (Cultural, Historical, and Educational Resources) of the McMinnville Comprehensive Plan, and can be seen in detail in the draft text amendments included in the attached decision document.

## 6) Implementation

The implementation chapter takes the goals, policies, and proposals from Chapter 5 and organizes them into a sequence in order to help the Historic Landmarks Committee prioritize activities and build on previous work. The proposals/activities are organized into short-term, mid-term, long-term, and ongoing timeframe, and were organized into these timeframes as follows:

- Short-term: between 2019 and 2023. This phase focuses on public education and outreach and updating the inventory with survey work from recent years.
- Mid-term: between 2024 and 2028. This phase builds on education and outreach and begins additional inventory work and policy updates.
- Long-term: between 2029 and 2033. This phase continues education, outreach, and inventory work and finalizes policy and program updates.
- Ongoing: these proposals will continue each year and directly support the proposals outlined in each phase.

The implementation chapter will be used by the Historic Landmarks Committee to develop future work plans, such as the one that was completed for 2017-2018 and included the development of the Historic Preservation Plan.

## 7) Appendices

The Plan also includes two appendices. Appendix A (to the Historic Preservation Plan) contains the community survey questions and responses, as well as the stakeholder interview questions. Appendix B (to the Historic Preservation Plan) contains additional maps of some of the areas that are suggested for further surveying or historic preservation work.

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### Attachments:

Ordinance No. 5068 including:

Exhibit A – G 2-19 Decision Document with Comprehensive Plan Amendments & McMinnville Historic Preservation Plan  
McMinnville Water and Light Comments and Suggested Amendments  
Planning Commission Minutes – March 21, 2019

As discussed above, the Planning Commission held a public hearing at their regular meeting on March 21, 2019. Notice of the proposed Comprehensive Plan text amendments was published in the newspaper and circulated for agency comment. No public comments were received prior the public hearing. One resident provided oral testimony during the hearing, which focused on the importance of completing more outreach about the city's designated historic resources. Staff would note that there are many proposals in the Historic Preservation Plan related to Goal 1, which is to Increase Public Awareness and Understanding of McMinnville's History and its Historic Preservation Program.

One set of comments was received by the Planning Department from McMinnville Water and Light, who provided suggested amendments to the City's proposed Comprehensive Plan text amendments that focused on the provision of modern utility services to historic structures. Those comments and suggested amendments are attached to this staff report. The Planning Commission reviewed the McMinnville Water and Light comments and suggestions, but did not support inclusion of all of the suggested amendments. The Planning Commission found that the scale and scope of the McMinnville Water and Light suggested amendments were more detailed and specific than the higher policy-level intent of the other policies and proposals, and also that some of the proposed amendments did not coincide with the policy that they were recommended to be listed under.

The Planning Commission did propose a new proposal to respond to the McMinnville Water and Light comments, which was proposed to be provided under Goal III 4 (Encourage the Preservation and Rehabilitation of Historic Resources) and Policy 17.07 (Strengthen the integration of historic preservation in city planning to capitalize on neighborhood history and character as city assets). The Planning Commission recommended proposal is included in the Comprehensive Plan text amendments as Proposal 3.24 as follows: "Work with utility providers to develop standards for the provision of modern utility services to historic resources and historic buildings. Provision of modern utility services shall be coordinated and integrated into the design process to ensure the preservation of the resource or building's historic character."

### **Attachments:**

Ordinance No. 5068, including:

Exhibit A – G 2-19 Decision Document, including:  
Comprehensive Plan Text Amendments  
McMinnville Historic Preservation Plan

McMinnville Water and Light Comments and Suggested Amendments  
Planning Commission Draft Minutes – March 21, 2019

### **Fiscal Impact:**

None.

### **Recommendation:**

Staff recommends that the Council adopt Ordinance No. 5068 which would approve G 2-19, as recommended by the Planning Commission.

**"THAT BASED ON THE FINDINGS OF FACT, THE CONCLUSIONARY FINDINGS FOR APPROVAL, AND THE MATERIALS SUBMITTED BY STAFF AND RECOMMENDED BY THE PLANNING COMMISSION, I MOVE TO ADOPT ORDINANCE NO. 5068."**

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*Attachments:*

*Ordinance No. 5068 including:*

*Exhibit A – G 2-19 Decision Document with Comprehensive Plan Amendments & McMinnville Historic Preservation Plan  
McMinnville Water and Light Comments and Suggested Amendments  
Planning Commission Minutes – March 21, 2019*

## ORDINANCE NO. 5068

### **AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN TO ADOPT A HISTORIC PRESERVATION PLAN AND TO ADD NEW GOALS AND POLICIES RELATED TO THE HISTORIC PRESERVATION PLAN IN CHAPTER III (CULTURAL, HISTORICAL, AND EDUCATIONAL RESOURCES)**

#### RECITALS:

The McMinnville Historic Landmarks Committee began to meet more regularly in 2016 and the Committee also began adopting annual work plans to guide their work. During the drafting of annual work plans, the Historic Landmarks Committee expressed an interest in establishing a guide for the City's historic preservation program for the next 15 to 20 years; and

The Planning Commission responded by including the Historic Preservation Plan project in their 2017-2019 Work Plan as a long-range planning work product. The Historic Preservation Plan was intended to provide a guide for the City's historic preservation program and the Historic Landmarks Committee's future work plans; and

The City of McMinnville Planning Department initiated the Historic Preservation Plan project 2017 in response to the Planning Commission's 2017-2019 Work Plan, as well as in response to updates to Oregon Administrative Rules related to the procedures and requirements for complying with Goal 5 historic resources. The updated Oregon Administrative Rules in OAR 660-023-0200(3) described historic preservation plans as being a component of local comprehensive plans; and

The McMinnville Historic Preservation Plan was developed over the course of 2018 with oversight by the Historic Landmarks Committee and discussions on the plan components at multiple regular Historic Landmarks Committee business meetings. Two public open houses were held, in February 2018 and May 2018, to gather feedback from the general public on the components of the Historic Preservation Plan. An online survey and stakeholder interviews were also conducted during the public engagement process to gather as much public feedback and input on the plan as possible; and

The Historic Landmarks Committee reviewed drafts of the Historic Preservation Plan at their June 2018 and September 2018 business meetings, and provided comments and suggestions for improvements to the plan at those meetings. A final draft of the Historic Preservation Plan, which incorporated edits from previously reviewed documents, was provided in December 2018. At their December 2018 business meeting, the Historic Landmarks Committee approved the final draft and recommended that it be forwarded to the Planning Commission and City Council for review and consideration; and

A public hearing was held before the McMinnville Planning Commission on March 21, 2019, after due notice had been provided in the local newspaper on March 12, 2019. At the March 21, 2019 Planning Commission public meeting, after the application materials and a staff report were presented and testimony was received, the Planning Commission closed the public hearing. After deliberation, the Planning Commission voted to recommend approval of G 2-19 and the Historic Preservation Plan, with some minor amendments, to the McMinnville City Council; and

The City Council, being fully informed about said request, found that the Comprehensive Plan Text Amendments conformed to the applicable Comprehensive Plan goals and policies, as well as the McMinnville Zoning Ordinance, based on the material submitted by the McMinnville Planning Department and the findings of fact and conclusionary findings for approval contained in Exhibit A; and

The City Council having received the Planning Commission recommendation and staff report, and having deliberated;

**NOW, THEREFORE, THE COMMON COUNCIL FOR THE CITY OF MCMINNVILLE ORDAINS AS FOLLOWS:**

- 1. That the Council adopts the Decision, Findings of Fact, and Conclusionary Findings, as documented in Exhibit A for G 2-19; and
- 2. That Chapter III (Cultural, Historical, and Educational Resources) of the McMinnville Comprehensive Plan is amended, as provided in Attachment 1 to Exhibit A. Text that is added is shown in **bold underlined** font while text that is removed is shown in ~~strikeout~~ font; and
- 3. That the McMinnville Historic Preservation Plan, as provided in Attachment 2 to Exhibit A, is adopted as an appendix to the McMinnville Comprehensive Plan; and
- 4. That this Ordinance shall take effect 30 days after its passage by the City Council.

Passed by the Council this 23<sup>rd</sup> day of April, 2019, by the following votes:

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

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

\_\_\_\_\_  
MAYOR

Attest:

Approved as to form:

\_\_\_\_\_  
CITY RECORDER

\_\_\_\_\_  
CITY ATTORNEY





**CITY OF MCMINNVILLE  
PLANNING DEPARTMENT**  
231 NE FIFTH STREET  
MCMINNVILLE, OR 97128

503-434-7311  
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**DECISION, FINDINGS OF FACT, AND CONCLUSIONARY FINDINGS FOR THE APPROVAL OF  
LEGISLATIVE AMENDMENTS TO THE MCMINNVILLE COMPREHENSIVE PLAN PERTAINING TO  
A MCMINNVILLE HISTORIC PRESERVATION PLAN**

**DOCKET:** G 2-19

**REQUEST:** The City of McMinnville is proposing to amend Chapter III (Cultural, Historical, and Educational Resources) of the Comprehensive Plan by adding new goals, policies, and proposals that were developed during the completion of the McMinnville Historic Preservation Plan. The new goals, policies, and proposals provide guidance for historic preservation program activities to be completed over the next 15 to 20 years. The entire Historic Preservation Plan is also proposed to be adopted into the McMinnville Comprehensive Plan as an appendix.

**LOCATION:** N/A

**ZONING:** N/A

**APPLICANT:** City of McMinnville

**STAFF:** Chuck Darnell, Senior Planner

**DATE DEEMED  
COMPLETE:** February 8, 2019

**HEARINGS BODY:** McMinnville Planning Commission (recommendation to City Council)

**DATE & TIME:** March 21, 2019. Civic Hall, 200 NE 2<sup>nd</sup> Street, McMinnville, Oregon

**HEARINGS BODY:** McMinnville City Council (final decision)

**DATE & TIME:** April 23, 2019. Civic Hall, 200 NE 2<sup>nd</sup> Street, McMinnville, Oregon

**PROCEDURE:** The application is subject to the legislative land use procedures specified in Sections 17.72.120 - 17.72.160 of the McMinnville Municipal Code.

**CRITERIA:** Amendments to the text of the Comprehensive Plan must be consistent with the Goals and Policies in Volume II of the Comprehensive Plan and the Purpose of the Zoning Ordinance.

**APPEAL:** The Planning Commission will make a recommendation to the City Council. The City Council's decision on a legislative amendment may be appealed to the Oregon Land Use Board of Appeals (LUBA) within 21 days of the date written notice of the City Council's decision is mailed to parties who participated in the

**COMMENTS:**

## **APPLICATION SUMMARY:**

The City of McMinnville is proposing to adopt a Historic Preservation Plan to guide the City's historic preservation program for the next 15 to 20 years. The Historic Preservation Plan includes the following elements: a historic context statement for McMinnville; an overview of the current status of the City's historic preservation program; goals, policies, and proposals to guide future historic preservation work and activities to be completed by the City; and an implementation matrix organizing the future historic preservation work and activities into ongoing, short-term, mid-term, and long-term timeframes. The Historic Preservation Plan does not include any specific changes to any development code or regulatory processes. There are some recommendations on potential code amendments to analyze further and future survey work to complete, but no changes would occur to the City's development code or regulatory processes from the action to adopt the Historic Preservation Plan. The City is proposing to amend the Comprehensive Plan by adopting the Historic Preservation Plan as an Appendix, and also by amending Chapter III (Cultural, Historical, and Educational Resources) by adding the goals, policies, and proposals from the Historic Preservation Plan into the existing Comprehensive Plan section titled "Historic Preservation".

## **ATTACHMENTS:**

1. Proposed Amendments to Chapter III (Cultural, Historical, and Educational Resources)
2. McMinnville Historic Preservation Plan
3. McMinnville Water and Light Comments (on file with the Planning Department)

## **COMMENTS:**

### **Agency Comments**

This matter was referred to the following public agencies for comment: McMinnville Fire Department, Police Department, Engineering and Building Departments, City Manager, and City Attorney, McMinnville School District No. 40, McMinnville Water and Light, Yamhill County Public Works, Yamhill County Planning Department, Frontier Communications, Comcast, Northwest Natural Gas. The following comments had been received:

- McMinnville Engineering Department:

No comments.

- McMinnville Water & Light:

Please find the attached comments from MW&L staff, in the form of redline to the draft document. [...] \*

\*Note –redline draft of the McMinnville Water & Light comments is provided in Attachment 3

### **Public Comments**

- No public comments have been received as of March 14, 2019.

## **FINDINGS OF FACT**

- A. The City of McMinnville Planning Department initiated the Historic Preservation Plan project 2017 in response to the McMinnville Historic Landmarks Committee beginning to meet more regularly and the Committee's efforts in adopting annual work plans to guide their work. The Historic Landmarks Committee was interested in establishing a guide for the City's historic preservation program for the next 15 to 20 years. The Planning Commission included the

Historic Preservation Plan project in their 2017-2019 Work Plan as a long-range planning work product.

- B. The Historic Preservation Plan was developed over the course of 2018 with oversight by the Historic Landmarks Committee and discussions on the plan components at multiple regular Historic Landmarks Committee business meetings. Two public open houses were held, in February 2018 and May 2018, to gather feedback from the general public on the components of the Historic Preservation Plan. An online survey and stakeholder interviews were also conducted during the public engagement process to gather as much public feedback and input on the plan as possible.
- C. A work session was held with the Planning Commission in June 2018 to review a draft of the Historic Preservation Plan. The Planning Commission was supportive of the plan and provided some comments for consideration in the development of the final plan. A final draft of the plan was reviewed by the Historic Landmarks Committee in September 2018. Some additional amendments were requested by the Historic Landmarks Committee, which were made by staff, and a revised version of the final Historic Preservation Plan was reviewed and recommended for approval by the Historic Landmarks Committee in December 2018.
- D. The City of McMinnville is proposing to amend Chapter III (Cultural, Historical, and Educational Resources) of the Comprehensive Plan by adding new goals, policies, and proposals that were developed during the completion of the McMinnville Historic Preservation Plan. The new goals, policies, and proposals provide guidance for historic preservation program activities to be completed over the next 15 to 20 years. The entire Historic Preservation Plan is also proposed to be adopted into the McMinnville Comprehensive Plan as an appendix.
- E. Public notification of the proposal and the March 21, 2019 Planning Commission public hearing was published in the March 12, 2019 edition of the News Register.
- F. The text amendments proposed are included in Attachment 1 (Amendments to Chapter III) and Attachment 2 (McMinnville Historic Preservation Plan).

### **CONCLUSIONARY FINDINGS:**

As addressed below, ***the applicable criteria are satisfied***. The proposed amendments are consistent with the applicable Goals and Policies of the Comprehensive Plan and the applicable provisions of the Zoning Ordinance for the proposed amendments to the McMinnville Comprehensive Plan.

### **Oregon Administrative Rules:**

The following procedures and requirements from Chapter 660, Division 23 (Procedures and Requirements for Complying with Goal 5) are applicable to this request:

OAR 660-023-0200(1): For the purposes of this rule, the following definitions apply: [...]

(c) “Historic context statement” is an element of a comprehensive plan that describes the important broad patterns of historical development in a community and its region during a specified time period. It also identifies historic resources that are representative of the important broad patterns of historical development.

(d) “Historic preservation plan” is an element of a comprehensive plan that contains the local government’s goals and policies for historic resource preservation and the processes for creating and amending the program to achieve the goal.

Finding: **OAR 660-023-0200(1)(c) and OAR 660-023-0200(1)(d) are satisfied.**

The Historic Preservation Plan associated with the proposed text amendments to the McMinnville Comprehensive Plan include additional goals and policies for the City's existing historic preservation program, and will guide the activities to be completed under City's historic preservation program for the next 15 to 20 years. A historic context statement is included in Chapter 3 of the McMinnville Historic Preservation Plan, which includes an overview of the historic growth and development of McMinnville. It identifies five time periods of development in the city, each organized and associated with activities that were occurring during the time period. After describing those development periods, information is provided on different property types and architectural styles that are easily identified throughout the city. Specifically, thirteen architectural styles are described that were prevalent throughout the different development periods. Examples are provided of properties within the city that still display the prominent architectural features from each key architectural style.

*OAR 660-023-0200(3): Comprehensive Plan Contents. Local comprehensive plans should foster and encourage the preservation, management, and enhancement of significant historic resources within the jurisdiction in a manner conforming with, but not limited by, the provisions of ORS 358.605. In developing local historic preservation programs, local governments should follow the recommendations in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, produced by the National Park Service. Local governments should develop a local historic context statement and adopt a historic preservation plan and a historic preservation ordinance in conjunction with inventorying historic resources.*

Finding: **OAR 660-023-0200(3) is satisfied.**

The City of McMinnville already has an adopted local historic preservation program, created through past actions and procedures and adopted by Ordinance 4401 and Ordinance 5034. The proposed text amendments to the McMinnville Comprehensive Plan will build on the existing program through the adoption of a Historic Preservation Plan that will guide the City's historic preservation program for the next 15 to 20 years. The Historic Preservation Plan also contains a local historic context statement in Chapter 3.

### **McMinnville's Comprehensive Plan:**

The following Goals and Policies from Volume II of the McMinnville Comprehensive Plan of 1981 are applicable to this request:

#### **GOAL III 2: TO PRESERVE AND PROTECT SITES, STRUCTURES, AREAS, AND OBJECTS OF HISTORICAL, CULTURAL, ARCHITECTURAL, OR ARCHAEOLOGICAL SIGNIFICANCE TO THE CITY OF McMINNVILLE.**

- Policy 15.00 The City of McMinnville shall establish a program for the identification and preservation of significant sites, structures, objects, and areas.*
- Policy 16.00 The City of McMinnville shall support special assessment programs as well as federal grants-in-aid programs and other similar legislation in an effort to preserve structures, sites, objects, or areas of significance to the City.*
- Policy 17.00 The City of McMinnville shall enact interim measures for protection of historic sites and structures. Those measures are identified in the McMinnville Comprehensive Plan, Volume I, Chapter III.*
- Policy 17.01 The City of McMinnville will, by the time of the first plan update (1985), conduct a thorough study (consistent with the requirements of Statewide Planning Goal #5) of the 515 resources included in the 1980 Historical Survey and the properties listed on the 1976 Inventory of Historical Sites (Figure III-1, Volume I, McMinnville Comprehensive Plan) and place those structures and sites which are found to warrant preservation on a list of historic buildings and places. The City shall also study other buildings and sites which were not included on the 1976 and 1980 inventories and place those so warranted on the list of historic buildings and places. The City shall then adopt an historic preservation ordinance*

*which is consistent with the requirements of Statewide Planning Goal #5 and which protects the structures and sites included on the list. (Ord. 4218, November 23, 1982)*

**Finding: Goal III 2 and Policies 15.00, 16.00, 17.00, and 17.01 are satisfied.**

The existing goals and policies have been achieved by the City of McMinnville in the past through the creation of the McMinnville Historic Resources Inventory and the adoption of a historic preservation program, including a Historic Landmarks Committee, through past ordinances and code updates (Ordinance 4401 and Ordinance 5034). Outside of the early establishment of a program and guidance for initial buildings and places to be studied (which were eventually adopted as part of the McMinnville Historic Resources Inventory), the existing Comprehensive Plan policies provide no further specific guidance for future activities to be completed under the historic preservation program. The McMinnville Historic Preservation Plan and the associated goals, policies, and proposals provide guidance for the next 15 to 20 years of the City's historic preservation program. The Historic Preservation Plan includes activities that further promote the existing Comprehensive Plan policies, and the roles and responsibilities of the Historic Landmarks Committee.

**GOAL IX 2: TO ESTABLISH A LAND USE PLANNING FRAMEWORK FOR APPLICATION OF THE GOALS, POLICIES, AND PROPOSALS OF THE McMINNVILLE COMPREHENSIVE PLAN**

*Policy 187.00 The City of McMinnville shall adopt additional implementation ordinances and measures to carry out the goals and policies of the McMinnville Comprehensive Plan. These shall include, but not be limited to, the Zoning Ordinance and Map, Annexation Ordinance, and Mobile Home Development Ordinance.*

**Finding: Goal IX 2 and Policy 187.00 are satisfied.**

The Historic Preservation Plan provides guidance for the City's historic preservation program, as established in Ordinance 4401 and Ordinance 5034. More specifically, the Historic Preservation Plan includes additional goals, policies, and proposals that provide the Historic Landmarks Committee with guidance in carrying out their roles and responsibilities, which are identified in Chapter 2.34 of the McMinnville Municipal Code and include: identifying, evaluating, and designating historical and cultural resources in McMinnville; informing and educating the public on the historic and architectural significance of designated historic resources; informing and educating the public on the value of preserving McMinnville's historic and cultural resources; soliciting grants and other resources to help promote, advocate, and undertake preservation projects in the City of McMinnville; and any other activities that will help preserve and promote McMinnville's history and culture.

**GOAL X 1: TO PROVIDE OPPORTUNITIES FOR CITIZEN INVOLVEMENT IN THE LAND USE DECISION MAKING PROCESS ESTABLISHED BY THE CITY OF McMINNVILLE.**

**GOAL X 2: TO MAKE EVERY EFFORT TO ENGAGE AND INCLUDE A BROAD CROSS SECTION OF THE COMMUNITY BY MAINTAINING AN ACTIVE AND OPEN CITIZEN INVOLVEMENT PROGRAM THAT IS ACCESSIBLE TO ALL MEMBERS OF THE COMMUNITY AND ENGAGES THE COMMUNITY DURING DEVELOPMENT AND IMPLEMENTATION OF LAND USE POLICIES AND CODES.**

*Policy 188.00 The City of McMinnville shall continue to provide opportunities for citizen involvement in all phases of the planning process. The opportunities will allow for review and comment by community residents and will be supplemented by the availability of information on planning requests and the provision of feedback mechanisms to evaluate decisions and keep citizens informed.*

*Policy 193.00 The City of McMinnville shall continue to engage citizens in community advisory positions for input on the major elements of the comprehensive plan by creating special citizen advisory bodies and ad-hoc committees comprised of volunteers representing a broad cross-section of the community to provide input on every major comprehensive planning effort and other related land use planning matters.*

**Finding: Goals X 1 and X 2 and Policies 188.00 and 193.00 are satisfied.**

The development of the Historic Preservation Plan was overseen by the Historic Landmarks Committee, a group of appointed residents and community members whose responsibilities include the majority of the management of the City's historic preservation program.

The process for the completion of the Historic Preservation Plan included multiple public meetings, first to provide an overview of the planning process, and second to share their preliminary recommendations and preliminary implementation plan. The initial public meeting was held on February 20th, 2018, and the final public meeting was held on May 23rd, 2018. The consultants working on the plan also attended a regular monthly business meeting of the Historic Landmarks Committee in March 2018 to discuss their initial findings and gather feedback on their early recommendations that would be included in the Historic Preservation Plan.

An online survey was developed to gather feedback from the general public as well. The survey was in multiple choice format, and provided the consultants with the general public's understanding of historic preservation in McMinnville. The consultants also completed in-depth interviews with specific stakeholders in the community. These stakeholders included owners of historic properties, owners of businesses in the downtown area, real estate professionals, contractors or other professionals in the construction industry, and members of local boards that are involved in or associated with historic preservation.

After completing all public outreach and targeted outreach to specific stakeholders, the consultants drafted the Historic Preservation Plan. The draft plan was shared with the Historic Landmarks Committee and Planning Commission for discussion and comment, at both of those group's June 2018 regular business meetings. The final draft of the Historic Preservation Plan was completed in August 2018, and was reviewed again by the Historic Landmarks Committee in September 2018 and December 2018 at regular business meetings. After reviewing and approving of the final draft, the Historic Landmarks Committee recommended that the Historic Preservation Plan be forwarded to the Planning Commission and City Council for review and consideration. Staff then initiated the Comprehensive Plan Text Amendment process and scheduled those amendments for review during by the Planning Commission during a public hearing.

Further, the City of McMinnville continues to provide opportunities for the public to review and obtain copies of application materials and completed staff report prior to the holding of advertised public hearings. All members of the public have access to provide testimony and ask questions during the public review and hearing process.

### **McMinnville's City Code:**

The following Sections of the McMinnville Zoning Ordinance (Ord. No. 3380) are applicable to the request:

**17.03.020 Purpose.** The purpose of the ordinance codified in Chapters 17.03 (General Provisions) through 17.74 (Review Criteria) of this title is to encourage appropriate and orderly physical development in the city through standards designed to protect residential, commercial, industrial, and civic areas from the intrusions of incompatible uses; to provide opportunities for establishments to concentrate for efficient operation in mutually beneficial relationship to each other and to shared services; to provide adequate open space, desired levels of population densities, workable relationships

between land uses and the transportation system, adequate community facilities; and to provide assurance of opportunities for effective utilization of the land resources; and to promote in other ways public health, safety, convenience, and general welfare.

**Finding: Section 17.03.020 is satisfied.**

The Historic Preservation Plan provides guidance for the City's historic preservation program, as established in Ordinance 4401 and Ordinance 5034. More specifically, the Historic Preservation Plan includes additional goals, policies, and proposals that provide the Historic Landmarks Committee with guidance in carrying out their roles and responsibilities, which are identified in Chapter 2.34 of the McMinnville Municipal Code and include: identifying, evaluating, and designating historical and cultural resources in McMinnville; informing and educating the public on the historic and architectural significance of designated historic resources; informing and educating the public on the value of preserving McMinnville's historic and cultural resources; soliciting grants and other resources to help promote, advocate, and undertake preservation projects in the City of McMinnville; and any other activities that will help preserve and promote McMinnville's history and culture. These roles and responsibilities have been previously determined by the City of McMinnville to be important in the promotion of the general welfare of the City by preserving historical and cultural resources of significance to the City of McMinnville. The Historic Preservation Plan and the additional goals, policies, and proposals therefore promote the general welfare of the City of McMinnville.



## AMENDMENTS TO THE MCMINNVILLE COMPREHENSIVE PLAN

New proposed language is represented by underline font, deleted language is represented by ~~strikethrough font~~.

### CHAPTER III CULTURAL, HISTORICAL, AND EDUCATIONAL RESOURCES

#### **GOAL III 1: TO PROVIDE CULTURAL AND SOCIAL SERVICES AND FACILITIES COMMENSURATE WITH THE NEEDS OF OUR EXPANDING POPULATION, PROPERLY LOCATED TO SERVICE THE COMMUNITY AND TO PROVIDE POSITIVE IMPACTS ON SURROUNDING AREAS.**

##### *Policies:*

- 13.00 *The City of McMinnville shall allow future community center type facilities, both public and private, to locate in appropriate areas based on impacts on the surrounding land uses and the community as a whole, and the functions, land needs, and service area of the proposed facility.*
- 14.00 *The City of McMinnville shall strive to insure that future public community facilities, where possible and appropriate, are consolidated by locating the new structures in close proximity to other public buildings. This will be done in order to realize financial benefits, centralize services, and positively impact future urban development.*

#### **HISTORIC PRESERVATION**

#### **GOAL III 2: TO PRESERVE AND PROTECT SITES, STRUCTURES, AREAS, AND OBJECTS OF HISTORICAL, CULTURAL, ARCHITECTURAL, OR ARCHAEOLOGICAL SIGNIFICANCE TO THE CITY OF MCMINNVILLE.**

##### *Policies:*

- 15.00 *The City of McMinnville shall establish a program for the identification and preservation of significant sites, structures, objects, and areas.*
- 16.00 *The City of McMinnville shall support special assessment programs as well as federal grants-in-aid programs and other similar legislation in an effort to preserve structures, sites, objects, or areas of significance to the City.*

- 17.00 *The City of McMinnville shall enact interim measures for protection of historic sites and structures. Those measures are identified in the McMinnville Comprehensive Plan, Volume I, Chapter III.*
- 17.01 *The City of McMinnville will, by the time of the first plan update (1985), conduct a thorough study (consistent with the requirements of Statewide Planning Goal #5) of the 515 resources included in the 1980 Historical Survey and the properties listed on the 1976 Inventory of Historical Sites (Figure III-1, Volume I, McMinnville Comprehensive Plan) and place those structures and sites which are found to warrant preservation on a list of historic buildings and places. The City shall also study other buildings and sites which were not included on the 1976 and 1980 inventories and place those so warranted on the list of historic buildings and places. The City shall then adopt an historic preservation ordinance which is consistent with the requirements of Statewide Planning Goal #5 and which protects the structures and sites included on the list. (Ord. 4218, November 23, 1982)*

Proposals:

- 1.00 Create a Historic Landmarks Committee, similar in scope and purpose to the Landscape Review Committee, to serve in an advisory capacity to the Planning Commission and the City Council.
- 2.00 Draft an historic preservation ordinance addressing the following concerns:
1. Membership on the Historic Landmarks Committee. Membership should include interested citizens and local experts in history, architecture, and archaeology, if available.
  2. Duties of the Historic Landmarks Committee. The Historic Landmarks Committee should:
    - a. Maintain and circulate a list of historically designated landmarks which include information of historical interest, significance (architectural, cultural, etc.), and present use of the landmark, as well as dates on which it is open to the public.
    - b. Continue inventorying resources in those areas not covered in Phase I of the historic resource inventory of the City of McMinnville. This should be a priority concern of the committee, and every attempt should be made to complete this inventory as soon as possible after establishment of the committee.
    - c. Recommend to the Planning Commission sites or structures for designation to a local historical landmarks register.
    - d. Recommend to the Planning Commission review procedures for alterations and/or destruction of landmarks designated to the local register. Specific provisions and powers to maintain the unique character of the landmark should be developed.

- e. Provide information on financial incentives (and disincentives) available for restoration or rehabilitation of historic landmarks.
- f. Provide information and assistance to owners of sites, structures, and objects in designating local landmarks to state and national registers.
- g. Coordinate with local historical and tourism group's activities and projects, including promotion of historical awareness in the City.
- h. Coordinate activities with local, regional, and statewide agencies connected with historical preservation.
- i. Record through photographs, descriptions, artifacts, and other appropriate measures those landmarks of significance that cannot be preserved.

**GOAL III 3: INCREASE PUBLIC AWARENESS AND UNDERSTANDING OF  
McMINNVILLE'S HISTORY AND ITS HISTORIC PRESERVATION  
PROGRAM**

**Policies:**

**17.02 Promote Historic Preservation Month every May.**

**Proposals:**

**3.00 Continue to host an annual McMinnville Historic Preservation Awards program and invite community input. Consider creating categories for the nominations to promote a variety of projects. Examples could include: Downtown Rehabilitation, Residential Rehabilitation, Leadership in Preservation, Organization in Preservation, or Community Engagement.**

**3.01 Host (or co-host) at least one other preservation-related activity or event during the month of May and encourage HLC members to participate. Potential events include This Place Matters, a trivia night at a local coffee shop or pub, a walking tour, or scavenger hunt. Staff time is limited, so try to co-sponsor events or partner with other groups already hosting events.**

**Policies:**

**17.03 Partner with related organizations on programs to establish connections between historic preservation and other city interests.**

**Proposals:**

**3.02 Consider hosting or sponsoring additional events, either during Preservation Month or the rest of the year.**

**3.03 Set up a booth at the McMinnville Farmers Market. Have informational brochures available on the historic preservation program and the Historic Resources Inventory along with the Stroll Mac walking tour. The Farmers Market is located**

near the downtown historic district and provides an opportunity to encourage residents to take in their historic resources.

- 3.04 Collaborate with the Yamhill County Historical Society and McMinnville Downtown Association to host a lunchtime walking tour or host a tour in conjunction with McMinnville's 3rd on 3rd (Monthly on the 3rd Friday, 27 storefronts and galleries along McMinnville's historic downtown 3rd Street are open late).**
- 3.05 Host research sessions (parties) for property owners or neighborhood residents to bring in an address and get help researching the history of the property. Work with the historical society to identify historic photographs of neighborhoods and streetscapes and then take contemporary photographs to do a "then" and "now" profile. Work with volunteers to research a brief (250 words maximum) write up on what changes occurred between the two photos and the significance of the view or neighborhood.**
- 3.06 Attend and present information about the historic preservation program at a meeting of the Yamhill County Association of Realtors to help educate real estate agents on the Historic Resources Inventory, financial incentives, and design review.**
- 3.07 Work with the Urban Renewal Board to utilize historic preservation as a key revitalization tool supporting both the historic character and regional destination draw of downtown and the larger Urban Renewal Area. Historic preservation can anchor place identity and support an authentic experience for visitors while providing a context for compatible new development. This would support Goal 7 Historic Preservation of the Urban Renewal Plan.**
- 3.08 Partner with tribal organizations or consultants to further research and document the history of human settlement in the McMinnville area prior to European explorer arrival to expand the Historic Context section of the Historic Preservation Plan.**

**Policies:**

**17.04 Increase interpretation efforts of the city's historic resources.**

**Proposals:**

- 3.09 Reprint the existing walking tour brochure (Stroll Historic McMinnville) and distribute it to downtown businesses, the library, and various city offices with public interaction.**
- 3.10 Develop additional walking tours through McMinnville, possibly offshoots from the downtown historic district into the residential neighborhoods. Utilize content from survey work recommendations outlined in the preservation plan. Work with neighborhood groups to develop and participate in these tours.**
- 3.11 Support the character and place identity of neighborhoods within the city through survey and historic context research to understand the unique history and their role relative to the growth and development of McMinnville. This can**

help support a connection between residents and their neighborhood's history, the preservation of buildings, and education through walking tours.

**Policies:**

**17.05 Increase and streamline the historic preservation program's media presence.**

**Proposals:**

**3.12 Add "Historic Preservation" as a sub-category under Planning on the city web-page's prominent toolbar under the "Government" tab**

**3.13 Streamline the historic preservation program's website. Consider using drop-down menus or collapsible lists to make information easy to find at-a-glance. There is a lot of good information on the website, but a visitor needs to know what they're looking for or else they could be overwhelmed. Move the Supporting Documents PDF links up before the Historic Resource Inventory List or add them to the Informational Brochures page. Add a map to the Zoning & Maps tab that is the Historic Resource Inventory showing the color coded ranking and resource number as an alternate means for residents to find out which properties are on the inventory. Convert the Historic Resource Inventory list to a collapsible list.**

**3.14 Make design review easier to find on the website. The guidelines are currently located in Chapter 17.59 of the Zoning Ordinance. They should be copied into their own document to make them easy to find for applicants.**

**3.15 Incorporate GIS mapping of historic properties on the website, either as an interactive map or a PDF.**

**GOAL III 4: ENCOURAGE THE PRESERVATION AND REHABILITATION OF HISTORIC RESOURCES**

**Policies:**

**17.06 Promote local, state, and federal incentives available to historic resources.**

**Proposals:**

**3.16 Create a list of all the incentives available to historic resources and place it on the city's historic preservation website. Consider creating a graphic handout to have available at any public outreach events (e.g. workshops with real estate and construction professionals).**

**3.17 Consider increasing the maximum individual grant amount of the facade grant program to \$5,000 to allow for projects with a greater impact.**

**3.18 Consider making the facade grant program available to houses (either active rentals or owner-occupied) that are listed on the Historic Resource Inventory as**

distinctive or significant and to assist with in-kind repairs to character-defining features to directly support integrity retention. This would support work such as repainting, or repairs to wood windows, but would not include the replacement of wood windows.

- 3.19 Explain what properties are eligible for using the Free Design Assistance Program. This appears to be the only local incentive that is available to single-family residential properties, albeit just those located in the Urban Renewal District.**

**Policies:**

- 17.07 Strengthen the integration of historic preservation in city planning to capitalize on neighborhood history and character as city assets.**

**Proposals:**

- 3.20 Update city zoning per recommendations in this plan to encourage the retention of historic residential character in key areas around the downtown.**
- 3.21 Coordinate city guiding policies with preservation planning by keeping city departments/boards/committees apprised of HLC actions and priorities.**
- 3.22 Research the use of conservation district overlays in other communities as an alternative to zoning changes.**
- 3.23 Consider establishing a conservation district overlay to help retain historic residential character in key areas around the downtown.**
- 3.24 Work with utility providers to develop standards for the provision of modern utility services to historic resources and historic buildings. Provision of modern utility services shall be coordinated and integrated into the design process to ensure the preservation of the resource or building's historic character.**

**GOAL III 5: DOCUMENT AND PROTECT HISTORIC RESOURCES**

**Policies:**

- 17.08 Regularly update the Historic Resources Inventory.**

**Proposals:**

- 3.25 HLC and staff review per Zoning Ordinance section 17.65.030 of survey work conducted since 1984 to classify surveyed properties as "distinctive," "significant," "contributory," or "environmental." Conduct public notice and public meetings per Zoning Ordinance section 17.65.070 associated with applying these changes to the inventory.**
- 3.26 Update the inventory after each survey project so the field work, research, and inventory updates are all closely related.**

- 3.27 Work with Yamhill County to include the Historic Resources Inventory classification on property titles. This would start with new transactions and would not be retroactive. This would support the network of real estate agents in their effort to inform prospective property owners of any regulatory requirements associated with a new home and also provides a measure of predictability for new home buyers that the character of the neighborhood they are buying into will not change dramatically and reduce their property value.**
- 3.28 Develop and promote an application process for historic resource designation so that property owners can volunteer to designate their properties for consideration.**
- 3.29 Encourage volunteers to help with updating the local inventory and establish a mechanism which can allow them to share information they gather with the City.**

**Policies:**

**17.09 Create tools to better assist applicants through the design review process.**

**Proposals:**

- 3.30 Develop illustrated design guidelines, grounded in the Secretary of the Interior's Standards, to ensure consistency and fairness in design review.**
- 3.31 Consider posting an example completed application on the city website to demonstrate to applicants how to successfully navigate the design review process.**
- 3.32 Consider establishing multi-family design standards for the residential properties which surround downtown.**

**Policies:**

**17.10 Train the HLC and staff.**

**Proposals:**

- 3.33 Encourage HLC members and staff to regularly attend SHPO trainings for CLGs. This provides an important opportunity for HLC members to talk with other commission members and experience how other communities approach historic preservation.**
- 3.34 Work with Yamhill County to host CLG training**
- 3.35 Continue internal conversations between planning staff and the city's building official to ensure departments are working well together.**



**3.36 Invite the city's building code official to workshops and other continuing education events to ensure they are up-to-date on historic preservation efforts and policies in the city.**

**Policies:**

**17.11 Continue to explore National Register nominations.**

**Proposals:**

**3.37 Evaluate the viability of a north downtown residential nomination.**

**3.38 Work with Linfield College on a Historic Resources Inventory and potential campus nomination.**

**3.39 Evaluate a MPD for "Historic Granaries of McMinnville"**

**3.40 Explore a landscape nomination for City Park.**

**Policies:**

**17.12 Implement survey recommendations identified in Chapter 4 of the Historic Preservation Plan.**

**Proposals:**

**3.41 Review findings from survey work conducted since 1984 to update the Historic Resource Inventory.**

**3.42 Conduct a reconnaissance level survey in the Hayden, Saylors, Baker, and Martin Additions.**

**3.43 Conduct a reconnaissance level survey to document the residential properties around the downtown area, particularly Rowlands Addition.**

**3.44 Conduct a reconnaissance level survey of Chandler's 2nd Addition to include properties built through 1969 (or 50 years prior to whatever year the survey is conducted).**

**3.45 Conduct a reconnaissance level survey along SE Baker Street.**

**3.46 Develop design review guidelines for the properties along SE Baker Street (or establish a conservation district) to retain the concentration of historic character at this entry to the city.**

**Policies:**

**17.13 Provide resources for historic property owners to protect their historic properties.**

**Proposals:**

- 3.47 Consider conducting a survey of the downtown historic district to identify those properties which may be vulnerable to damage during a seismic event.**
- 3.48 Assist property owners within the district as they carry out seismic retrofitting. This could be making them aware of any available financial incentives or working with groups of owners (with adjacent properties on a single block) to jointly tackle retrofits.**

**GOAL III 6: INCREASE HERITAGE TOURISM**

**Policies:**

- 17.14 Amplify the heritage tourism program for McMinnville.**

**Proposals:**

- 3.49 Work with Visit McMinnville to expand visitor awareness of McMinnville's heritage and historic resources online as a heritage tourism attractor.**
- 3.50 Coordinate efforts to promote McMinnville as a destination for visitors with Visit McMinnville during Historic Preservation month.**

***EDUCATION***

**GOAL III 73: TO PROVIDE FOR THE EDUCATIONAL NEEDS OF McMINNVILLE THROUGH THE PROPER PLANNING, LOCATION, AND ACQUISITION OF SCHOOL SITES AND FACILITIES.**

***Policies:***

- 18.00 The City of McMinnville shall cooperate with the McMinnville School District in the planning for future schools.***
- 19.00 The location of future school sites shall be coordinated between the City and the McMinnville School District.***
- 20.00 The City of McMinnville shall encourage the joint purchase, maintenance, and usage of recreational facilities with the McMinnville School District where acceptable to both parties.***

***Proposals:***

- 4.00 A task force for school planning should be created. The task force should consist of some members from the Planning Commission, City Council, and School Board. City and school administration and planning staffs should serve as advisors.**

The functions of this group will be to exchange information and ideas on school planning projects, recommend school site locations to the School Board, and examine joint parks-school sites.

- 5.00 The Planning Department should assist the McMinnville School District in the development of a common student population projection scheme.

# McMINNVILLE

## HISTORIC PRESERVATION PLAN



City of McMinnville, Oregon  
Adopted April 23, 2019

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Historic Landmarks Committee

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Front Cover: Historic view of Cows and Third, looking east. Courtesy Historic McMinnville.

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# 1. EXECUTIVE SUMMARY

In 2017, the City of McMinnville began the process to develop a Historic Preservation Plan (the Plan) to guide the city's historic preservation efforts for the next 15-20 years. The City of McMinnville received a grant from the Oregon State Historic Preservation Office (SHPO) to assist in the preparation of the historic preservation plan. Historic preservation is about preserving the buildings, structures, sites, and objects of our past. But more than that, historic preservation helps us ask questions about our history and what to preserve from our past for future generations. William Murtagh, the first keeper of the National Register of Historic Places, summarized historic preservation in his book *Keeping Time: the History and Theory of Preservation in America*, stating, "It has been said that, at its best, preservation engages the past in a conversation with the present over a mutual concern for the future."

A historic preservation plan is the result of a process through which a community establishes its vision, goals, and priorities for the preservation of its historic resources. It is a city planning document that will help steer the city's historic preservation program.

## 1a. Summary of Goals & Policies

The goals and policies for the City of McMinnville's historic preservation program are described in full in Chapter 5. Through background research and conversations with community members, three goals have been identified to guide preservation:

- Goal 1: Increase Public Awareness and Understanding of McMinnville's History and its Historic Preservation Program
- Goal 2: Encourage the Preservation and Rehabilitation of Historic Resources
- Goal 3: Document and Protect Historic Resources
- Goal 4: Increase Heritage Tourism

It was clear that public outreach and fostering an increased understanding of the details of historic preservation should be the first goal for the City of McMinnville's historic preservation program. The charm of the downtown historic district is unmistakable, but historic preservation is more than charm and has significant cultural, economic, and environmental benefits. City historic preservation programs and preservation ordinances are primarily reactive in nature. However, increasing public outreach and awareness can make McMinnville's program more proactive. Promoting public awareness of historic preservation will help support the preservation and rehabilitation of historic resources and help the public see the value in documenting and protecting them.

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## 2. INTRODUCTION

This chapter states the purpose of the Historic Preservation Plan (Plan), the process the City and its consultants followed in developing the Plan, and the benefits of historic preservation.

### 2a. Plan Purpose

This Plan outlines the essential components of a viable historic preservation program as an integral part of McMinnville's community planning for its future. Buildings and structures from the past not only provide tangible links to McMinnville's rich history but they also enhance quality of life, foster economic development, create an authentic and unique sense of place, and build community pride. This Plan is a guiding document that identifies the community's priorities for the preservation of historic resources and sets forth related goals, policies, and action steps toward their implementation.

In 2017, the City of McMinnville and its Historic Landmarks Commission (HLC) set out to create a Historic Preservation Plan to guide preservation planning efforts for the next 15 to 20 years. The City of McMinnville received a grant from the Oregon State Historic Preservation Office (SHPO) to prepare this plan. Historic preservation is about preserving the buildings, structures, sites, and objects of our past. But more than that, historic preservation helps us ask questions about our history and what to preserve from our past for future generations. The city's historic character is vital to the city's identity, economic growth, and appeals to residents and visitors alike.

This historic preservation plan is the result of a process through which stakeholder and community input established the vision, goals, and priorities for the preservation of McMinnville's historic resources. It is a city planning document that helps steer the city's historic preservation program. The historic preservation plan for McMinnville provides guidance on how to achieve those goals identified by the community. The historic preservation plan includes a brief overview of the city's history, architecture, and historic development patterns as well as review of the historic preservation program.

It will be used by the City and its preservation partners to guide and monitor preservation efforts in the community.

### 2b. Plan Process

This process began when the City hired consultants, Northwest Vernacular, in late 2017. Northwest Vernacular reviewed the city's historic preservation program and relevant ordinances and associated planning documents. The consultants met with City staff in January 2018 and drove and walked through the city to better understand its unique historic resources and their distribution. The consultants launched the preservation plan process in February 2018 with a public meeting. They worked with staff to create a community survey related to historic preservation, which was distributed through the HLC's email distribution list and shared throughout the community. In addition to the community-wide survey, the consultants interviewed a range of community stakeholders to learn more specifically about historic preservation in McMinnville.

and its needs. See Appendix A for the community survey questions, a list of stakeholders interviewed, and more specific results.

In analyzing the stakeholder and community feedback, it became clear that there are two general issues related to historic preservation in McMinnville: a lack of public awareness about the benefits, opportunities, programs, and tools related to historic preservation and a shortage of means to maintain historic properties (financial and/or know-how).

After gathering feedback from city staff, the HLC, and the community, Northwest Vernacular drafted the goals, policies, and proposals to address these two issues (and others) and chart a path forward for the program. After developing these goals, policies, and proposals, the consultants presented the draft plan at a public meeting in May 2018. Additional feedback was received at this meeting and incorporated into the plan. The consultants meet with staff and reviewed their edits, submitting a final draft in July 2018.

## 2c. Benefits of Historic Preservation

Historic preservation is more than just protecting old buildings – historic preservation provides communities with environmental, economic, and cultural benefits. More specifically, historic preservation can help stabilize property values, capitalizes on existing public investments, creates jobs, promotes downtown revitalization, and encourages tourism.

***Because PLACE  
matters.***

– Restore Oregon

Historic preservation promotes sustainability with its emphasis on reusing quality building materials. Repurposing existing buildings and structures reduces the need for new construction and its consumption of resources (i.e., land, energy, materials). Furthermore, historic preservation recognizes the embodied energy in existing buildings. According to the National Trust for Historic Preservation’s Preservation Green Lab, “Embodied energy is required to produce a building. It includes the up-front energy investment for extraction of natural resources, manufacturing, transportation, and installation of materials, referred to as initial embodied energy.”<sup>1</sup> In addition to the embodied energy in historic resources, historic preservation policies capitalize on public investments already made in a community. Preserving historic properties values the investment already made in those properties from their original construction and ongoing maintenance.

For more information on the sustainability of historic preservation, visit the Advisory Council on Historic Preservation’s webpage at: <http://www.achp.gov/sustainability.html>

Historic preservation has cultural benefits to a community and place, too. Historic preservation practices help retain neighborhood character, which contributes to a community’s unique sense of place. People live, work, or simply pass by historic buildings in their community every day and these buildings are a part of the community’s history. Historic preservation also has aesthetic value which can help promote downtown revitalization efforts and heritage tourism. The National Trust for Historic Preservation’s National Main Street Center program was launched in 1980 to help return economic vitality to historic

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1. Preservation Green Lab, “The Greenest Building: Quantifying the Environmental Value of Building Reuse,” (National Trust for Historic Preservation, 2011), 16, <http://forum.savingplaces.org/HigherLogic/System/DownloadDocumentFile.ashx?DocumentFileKey=5119e24d-ae4c-3402-7c8e-38a11a4fca12&forceDialog=0> (accessed May 2, 2018).

downtowns. The program was rebranded in 2015 as the Main Street America™ Program. McMinnville is a member community, utilizing the Main Street Approach. Since the program's founding in 1980, over \$70 billion has been reinvested in historic downtowns, creating 584,422 net jobs and rehabilitating over 268,000 buildings.<sup>2</sup> The McMinnville Downtown Association (MDA), a non-profit that was founded in 1986, partners with member businesses to ensure the vitality of McMinnville's historic downtown and utilizes the Main Street Approach. This approach has four points: economic vitality, design, promotion, and organization.

In his book, *The Economics of Historic Preservation*, Donovan Rypkema of PlaceEconomics, states that “virtually every example of sustained success in downtown revitalization—regardless of the size of the city—has included historic preservation as a key component of the strategy.”<sup>3</sup> In McMinnville, historic preservation has contributed to its successful heritage tourism industry. In 2017, Visit McMinnville, McMinnville's a full-service marketing group dedicated to enhancing McMinnville's economy through the promotion of tourism, published a visitor survey. According to the survey, 65% of those surveyed cited visiting Downtown McMinnville as one of the locations they visited during their trip.<sup>4</sup>

More recently, studies have been conducted to demonstrate the economic benefits of historic preservation. In 2011, the ACHP published a report prepared by Donovan Rypkema and Caroline Cheong of PlaceEconomics with Randall Mason, PhD, of the University of Pennsylvania. While their study makes it clear that more research needs to be conducted, the study does state,

*[H]istoric preservation has become a fundamental tool for strengthening American communities. It has proven to be an effective tool for a wide range of public goals including small business incubation, affordable housing, sustainable development, neighborhood stabilization, center city revitalization, job creation, promotion of the arts and culture, small town renewal, heritage tourism, economic development, and others.*<sup>5</sup>

Preservation activities have been shown to create jobs, particularly local jobs. In rehabilitation projects, unlike new construction, labor typically accounts for 60-70% of the total cost.<sup>6</sup>

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2 Main Street America, “Main Street America: Nationally Recognized, Locally Powered,” Main Street America (2017), [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/About\\_Us/Main\\_Street\\_America\\_One-Page\\_2017.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/About_Us/Main_Street_America_One-Page_2017.pdf) (accessed July 19, 2018).

3 Donovan Rypkema, “The Economics of Historic Preservation, National Trust for Historic Preservation, Washington, DC, 2005 (2nd edition).

4 RRC Associates, “McMinnville Visitor Survey, Summer/Fall 2016 Final Results,” prepared for Visit McMinnville (November 2016), 17, <http://visitmcminnville.com/wp-content/uploads/2018/01/McMinnville-Summer-2016-Final-Report.pdf> (accessed May 2, 2018).

5 PlaceEconomics and Randall Mason, PhD, “Measuring the Economic Impacts of Historic Preservation,” prepared for the Advisory Council on Historic Preservation (November 2011), 1, <http://www.preserveamerica.gov/docs/economic-impacts-of-historic-preservation-study.pdf> (accessed May 2,

6 “12 Economic Benefits of Historic Preservation,” National Trust for Historic Preservation (2011), [http://my.preservationnation.org/site/DocServer/Economic\\_Benefits\\_of\\_HP\\_April\\_2011.pdf?docID=9023](http://my.preservationnation.org/site/DocServer/Economic_Benefits_of_HP_April_2011.pdf?docID=9023).

In 2013, David J. Brown of the National Trust for Historic Preservation wrote,

*Historic preservation is a true economic engine. Researchers have found that \$1 million invested in historic rehabilitation produces more jobs, income and state and local taxes than \$1 million invested in new construction, highway construction, machinery manufacturing, agriculture or telecommunications.*<sup>7</sup>

While the effects of historic designation on property values varies, studies seem to indicate that it increases or at least stabilizes property values.

The ACHP has a listing of states that have conducted studies on the economic impacts of historic preservation. While Oregon does not have a report, Washington, California, and Utah have reports. The ACHP list of studies is available at: <http://www.achp.gov/economic-statewide.html>.

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<sup>7</sup> David J. Brown, “The Economic Power of Preservation,” The National Trust for Historic Preservation, March 22, 2013, <https://savingplaces.org/press-center/media-resources/the-economic-power-of-preservation#.W1DeHNhKg0o> (accessed July 19, 2018).

# 3. HISTORIC CONTEXT

## 3a. Historic Context & Development Periods

The historic context and development periods information and data was developed for the City of McMinnville by a consultant during a survey of properties that had been constructed post 1950. That research, completed in 2011, focused on development periods following European settlement of the McMinnville area because the research intended to document the architectural forms that followed and still largely exist today. This existing information was used to develop the Historic Context Chapter, and further development of the city was not included in the scope of the development of the Historic Preservation Plan. Additional research and documentation of the pre-European settlement history of the McMinnville area will be identified as a proposal and activity in the Implementation Chapter and will be a future activity to further develop the Historic Context Chapter.

McMinnville's growth is a testament to the economic importance of agriculture and railroad connections. Centrally located within the South Yamhill River Valley, agricultural production in the surrounding valley supported commercial and industrial growth within the city. These deep agricultural roots remain evident today in the surrounding agricultural landscape.

During the area's developmental years, the neighboring town of Lafayette (founded 1847) along the Yamhill River served as the county seat and main commercial hub until McMinnville secured the county seat in 1887. The 1850 Oregon Donation Land Act triggered a dramatic settlement increase, which was followed by the 1853 grist mill development by William Newby serving local growers. Newby's 1856 donation land claim encompassed the majority of what would become downtown McMinnville. The next 50 years witnessed the platting and incorporation of the city, railroad connection, provision of electricity to every building, and the substantial build out of the main brick business district. From 1900 to 1910 the city experienced a 679-percent population growth rate with continued growth through the following decades. The build out of housing, commercial, and industrial growth followed suit with brief drops during the Great Depression and World War II followed by a resurgence during the 1950s and 1960s.<sup>1</sup>

*"On an early spring day in 1844, a solitary man astride a horse traveled across a well-worn Indian trail in search of an ideal spot to settle in the new Oregon country. After crossing a stream that would later bear his name and traveling some distance through dense timber, 26-year-old John Gordon Baker emerged into a clearing of rolling meadows where lush, waist-high grass waved gently in the Oregon breeze. Little did he know that these meadows would soon form the foundation for the thriving community of McMinnville. Closely following in Baker's footsteps was William T. Newby, who had been a traveling companion of Baker's during the Great Migration of 1843. Newby took up a claim immediately to the south of Baker's, and this is where the city proceeded to grow. Samuel Cozine, another immigrant in the 1843 wagon train, settled to the south of Newby. Soon other members of the 1843 Great Migration and subsequent wagon trains came rolling to a stop around their friends and acquaintances."*

*- Historic McMinnville, Walking Tour*

1. SWCA, "McMinnville Multiple Property Documentation" (draft), prepared for the City of McMinnville (2011).



## *Pre-Settlement History*

The pre-settlement history of the Willamette Valley extends at least 6,000 years prior to arrival of the first European explorers. The current site of McMinnville existed within an overlapping area of the Yamhill and Tualatin, both bands of the Kalapuyan peoples. Euro-American settlement of the McMinnville area began in 1844 with the John G. Baker claim.

## *Settlement and Early Development (1844—1879)*

Euro-American settlement began in the area now comprising much of northwestern McMinnville in 1844 when John G. Baker filed a claim for just over 635 acres of land. Other emigrants to the area soon joined Baker; these emigrants included William Newby, Samuel Cozine, Nehemiah Martin, and Madison Malone. These early settlers established wheat farms in the area and sold to William Newby and shipped harvested wheat from nearby Lafayette.

More settlers arrived in the area following the passage of the Oregon Donation Land Act by the U.S. Congress in 1850. The land act encouraged settlement in the newly formed Oregon Territory (1848), but also established the Office of Surveyor-General of Oregon, and provided for the public land surveys.<sup>2</sup> Single white men who had arrived in Oregon Territory prior to December 1, 1850, could claim up to 320 acres; if the man was married, his wife could claim an additional 320 acres for a total of 640 acres. The act stipulated that the man must live and work the land for four years before receiving title. The land act also allowed men who had arrived between December 1, 1850, and December 1, 1853, (later extended to



"MAP OF McMINNVILLE, OREGON, 1906." COURTESY HISTORIC McMINNVILLE.

2. Champ Clark Vaughan, A History of the United States General Land Office in Oregon (U.S. Department of the Interior, Bureau of Land Management, 2014), 12, <https://www.blm.gov/or/landsrealty/glo200/files/glo-book.pdf>.

1855) to claim up to 160 acres of land if they were single and 320 acres if they were married.<sup>3</sup> As the Oregon Donation Land Act took effect, the population in the Willamette Valley grew. The 1862 Homestead Act replaced the Donation Land Act.

As more settlers arrived to the area, a community developed around the donation land claim of William Newby, who constructed a grist mill in 1853 (near the west end of present-day 3rd Street). Commerce grew as local farmers bringing their harvest to the grist mill and Solomon Beary opened the first general store adjacent to the mill. The first post office opened in 1855. Newly arrived settlers sought permission from Newby to construct their homes on his land claim. Newby had a 5-acre townsite surveyed on his land claim; the plat for the town was drawn in 1856 and Newby named it McMinnville after his hometown of McMinnville, Tennessee. Although followed for several years, the plat was officially filed with the Yamhill County Courthouse in 1865. Refer to "Map 1. 1852 (upper) and 1860 (lower) Government Land Office Map Overlays" on page 93.



"COWLS AND THIRD." COURTESY HISTORIC MCMINNVILLE.

In the meantime, a business district began to form along 3rd Street. By 1871, the town had five general stores, two drug stores, two wagon shops, four blacksmiths, two cobblers, a furniture store, a barber, a saloon, a hotel, a livery stable, two boarding houses, a land agent, a jeweler/watchmaker, a butcher, a photographer, two doctors, a dentist, two lawyers, a tin store, and a saddler. The town also had two operating flouring mills, the college, a sash and door factory, two churches, and several fraternal organizations. McMinnville was incorporated as a town in 1876 with a mayor-council form of government.

### *Entry of the Railroad and Development of Industry (1879—1903)*

McMinnville, first as a town and then as a city (incorporated in 1882), flourished with the arrival of a railroad connection. The Western Oregon Railroad Company incorporated in 1879 and began to extend a rail line to McMinnville. Once the railroad arrived, McMinnville became the dominant city in the region. Oregon City merchants Jacob Wortman and his son John Wortman established a bank in McMinnville in 1884, the First National Bank of McMinnville, cementing the new city's status. The city's economic growth reflected its population growth; between 1880 and 1890, McMinnville grew from 400 residents to over 1,300.<sup>4</sup>

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3. Margaret Riddle, "Donation Land Claim Act, Spur to American Settlement of Oregon Territory, Takes Effect on September 27, 1850," HistoryLink.org Online Encyclopedia of Washington State History (2010), <http://www.historylink.org/File/9501> (accessed February 23, 2018).

4. Several population statistics exist for McMinnville during this period, with the Oregon Blue Book indicating the population had boomed to nearly 2,500 while the Oregon Secretary of State estimated it more conservatively at 1,368.



"LIGHTS ON 3RD STREET." COURTESY HISTORIC McMinnville.

By 1887 the city was the county seat and by 1888 was providing electricity to every building as part of a combined municipal electricity and water/sewer system. Between 1888 and 1892, seventeen new additions to the city were platted. Brick buildings lined the business district on 3rd Street with macadamized streets and a mixture of plank and “artificial stone” (cement) sidewalks. During this period, another bank arrived in the city and two newspapers provided residents with news. A nationwide economic depression started in 1893 and extended through 1897, briefly slowing growth until recovery started circa 1900.

### *Motor Age, Boom and Bust (1903—1940)*

This period marked the arrival of the automobile. Most of the garages added to the houses surveyed were built during this period. The city was amid a massive population growth extending from 1900 through 1910 and increased prosperity with industrial growth provided jobs and steady wages. By 1914 a spur from the main interurban railroad corridor along the Willamette Valley linked the city with Portland and cities to the south. Building construction grew considerably from 1900 to 1909 relative to pre-1900 construction, and then nearly doubled during the 1910s.<sup>5</sup>

Population growth continued between 1910 and 1940, increasing from 2,767 in 1920 to 3,706 in 1940.<sup>6</sup> New industries established in the city and surrounding area included including a small foundry, a machine shop, a planing mill, a creamery, and an incandescent and arc light factory. The launch of Prohibition in 1919 devastated the hops industry, the area’s second-most profitable crop, motivating farmers to diversify their products to include legumes, clover, and animal products.

5. Analysis based on City of McMinnville GIS data and estimated building construction dates. As of 2018 110 properties remain in the city attributed to the 1800s, with 127 attributed to 1900-1909, 230 attributed to the 1910s, 179 attributed to the 1920s, 237 attributed to the 1930s, and 511 attributed to the 1940s. These numbers reflect only remaining buildings and does not account for buildings demolished to construct later buildings but does provide a general context to quantity of construction for these periods.

6. Robert S. Farrell, Jr., Oregon Blue Book 1945-1946 (State Printing Department, Salem: 1945), 290 in SWCA.



The nation's Great Depression started with the 1929 stock market crash and lasted just over a decade until the industrial ramp up during the late 1930s and the United States' entry into World War II in 1941. Prior to the stock market crash, 1928 had been an active year in building construction for the city. However, existing building stock (as of 2018) built during the 1930s rivals the level of construction during the 1910s. During the 1930s, several innovations did occur in the city and surrounding region. Cooperative creameries opened up in the area with the Farmer Cooperative Creamery opening in McMinnville in 1939. Turkey farming and processing also started in the area.

### *World War II and the Post-war Years (1941—1965)*

The United States' entry into World War II after the bombing of Pearl Harbor on December 7, 1941, had profound consequences nation-wide as men were drafted and production shifted to support the war effort. In McMinnville, the U.S. Army established an airfield just outside the city in 1942. The airfield transferred to city ownership after the war. Building construction within the city jumped significantly during the 1940s and held to a high volume of construction through the 1950s before starting to slow in the 1960s.<sup>7</sup> Residential growth from this period extended predominately to the north and northeast of the historic residential areas along the north side of downtown.

After the war, several new industries were established in McMinnville. The Yamhill Plywood Company, with financial investment from McMinnville citizens, arrived in 1955. A manufacturing facility for Rex Mobile Homes as constructed in 1956. Nelson Paint Company and Northwest Fabrics, Inc. were established in the city in 1960 and 1961, respectively. Bradley Frozen Foods, Inc. was founded in 1964 and L & W Food Products in 1965.

## 3b. Historic Property Types & Architectural Styles

### *Property Types*

#### COMMERCIAL

The earliest extant commercial buildings in McMinnville date to the 1880s. The first period of permanent commercial construction in McMinnville occurred between 1881 and 1912 as property values and potential commercial revenue supported the greater monetary investment in building construction. These structures, typically brick in construction and 1- to 2-stories tall, replaced earlier, wood-frame, commercial buildings. The city's historic commercial corridor runs along 3rd Street and was listed as a historic district in the National Register in 1987.<sup>8</sup> The oldest extant commercial building within the district is the Schilling Building (1884) at 238 E 3rd Street. Architecturally, these buildings tended to exhibit Italianate and Queen

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7. Analysis based on City of McMinnville GIS data and estimated building construction dates. As of 2018 511 properties remain attributed to the 1940s, 566 attributed to the 1950s, and 484 attributed to the 1960s. These numbers reflect only remaining buildings and does not account for buildings demolished to construct later buildings but does provide a general context to quantity of construction for these periods. Of note, construction increased dramatically during the 1970s, with 1,049 properties attributed to the 1970s and then another 4,496 properties attributed to the next nearly four decades from 1980 to 2018. The bulk of these last four decades of growth has occurred predominately to the west and southwest of downtown.

8. Northwest Heritage Property Associates, "McMinnville Downtown Historic District," National Register of Historic Places Nomination (Salem, Oregon: State Historic Preservation Office, 1987).

Anne stylistic influences, often with higher levels of exterior detailing than subsequent periods. Retention of these buildings provides an important character anchor for the city and a direct physical link to early permanent construction that invested in the long-term future of the city.

Commercial buildings from this period of construction (1881-1912) include:

- Schilling Building (1884), 238 E 3rd Street, Italianate style
- Cook's Hotel (1886), 502 E 3rd Street, Italianate style
- Union Block (1890), 411-425 E 3rd Street, Italianate style
- Wright Building (1893), 406-428 E 3rd Street, Queen Anne style
- Dielschneider Jewelry Store (1905), 310-320 3rd Street, Commercial style
- 521-525 E 3rd Street (ca. 1910), Commercial style

The second wave of commercial construction in downtown McMinnville occurred between 1913 and 1937. Architecturally, these buildings conveyed Commercial style influences that were first being used in the early 1900s within the city. These often had large display windows at the storefronts, decorative parapets, and ranged from one to four stories in height. Third Street was paved in 1912, shepherding in a new era of development. Transportation was on the rise in the community, as the Southern Pacific completed its new depot at the east end of Third Street. Construction boomed in 1928 with \$463,984 in permits issued. This period of intense growth left a lasting legacy in the substantial build out of both the downtown commercial district and surrounding residential neighborhoods.

Commercial buildings from this period of construction (1913-1937) include:

- 226 E 3rd Street (ca. 1913), Commercial style
- 225 E 3rd Street (1918), Commercial style
- Spence Building, 425 E 3rd Street (1925), Commercial style
- 236 E 3rd Street (ca. 1930), Commercial style



ADAMS & THIRD STREET. COURTESY HISTORIC McMINNVILLE.



COOK'S HOTEL (1886), 502 E 3RD STREET. AN EXAMPLE OF THE ITALIANATE STYLE.

## RESIDENTIAL

The earliest non-Native residential construction that occurred in the McMinnville area began with the erection of small, temporary buildings on donation land claims. These cabins were replaced with squared log houses meant to last much longer. As families became more settled and grew in size, the log houses were either replaced by new houses or incorporated into a larger house which utilized dressed and finished lumber.

After Newby had the town platted, residential construction within the town limits occurred around the budding commercial district. The McMinnville College Plat, south and southeast of the original town was added in 1865. Rowland's Addition was also platted in 1865 immediately east of the original town plat.<sup>9</sup>

As the community's population grew, additional plats were created to the south of the already platted areas and included Court's Addition (1881), Newby's 2<sup>nd</sup> Addition (1882), McMinnville College 2<sup>nd</sup> Addition (1882). Additional land was platted to the south with the filing of Newby's 3<sup>rd</sup> Addition in 1884. Once the city became the Yamhill County seat, 17 new additions were platted between 1888 and 1892. The largest plat added during this time was the Oak Park Addition, located between present-day Lafayette Avenue (east) and the midpoint between Galloway and Ford streets (west) and 5th Street (south) and 15th Street (north).

Historic residential properties in the city are largely single-family dwellings, ranging from 1- to 2.5-stories in height.

## AGRICULTURAL

Like the residential properties, the earliest agricultural structures were small, temporary buildings on donation land claims. Surrounding Yamhill County farmlands supported the economic development and expansion of McMinnville. Agricultural structures were primarily outside of the city limits and few remain within the city limits. Listed in the NRHP, Buchanan Cellers Mill (1888) is one of few remaining agricultural structures and the only flour mill building in the city.<sup>10</sup> Buchanan Cellers Mill anchors the current Granary District, the original industrial district for the city.

## CIVIC

Civic and educational construction has occurred throughout McMinnville's development and features a variety of architectural styles. The first school within the city was founded by the Baptist Church congregation in 1856. Baptists in the community, led by William Newby, also formed the Baptist College in 1858,



PARTIAL AERIAL VIEW OF McMINNVILLE, SHOWING EARLY RESIDENTIAL CONSTRUCTION. OREGON HISTORICAL SOCIETY.

9. Northwest Heritage Property Associates, "McMinnville Downtown Historic District," Section 7, page 1.

10. Margaret Legard, "Buchanan Cellers Mill," National Register of Historic Places Nomination (Salem, OR: State Historic Preservation Office, 2011), Section 8, page 8.



renamed McMinnville College before becoming Linfield College in 1927.<sup>11</sup> The Carnegie Library opened in 1913. Other schools were constructed in the city in the 1910s and 1920s, including the former McMinnville Junior High (1913) at 13th and Cows streets and Cook School (1929) on Lafayette Avenue.

Municipal functions are presently housed in largely non-historic buildings, with the exception of City Hall which occupies the former Courtemanche House (ca. 1930) at 230 2nd Street. County functions are housed in a variety of buildings around the downtown core. The Clerk's Office is located in the former U.S. Post Office (1935) at 414 N Evans Street. The Yamhill County Courthouse was constructed in 1963.

## RELIGIOUS

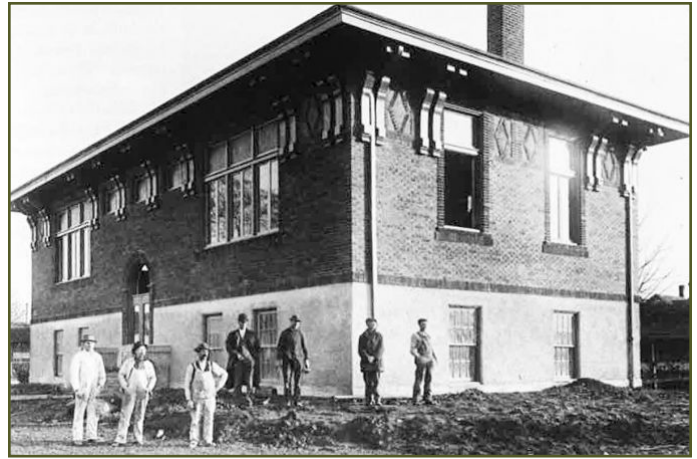
A city directory from 1891-92 indicated McMinnville had at least five churches.<sup>12</sup> Religious architecture in the city ranges in age and style, from the vernacular First Church of Christ, Scientist (1926) with Neoclassic details at 806 N Davis Street to the Spanish Colonial Revival style First Baptist Church (1926) at 125 Cows Street.

## *Architectural Styles*

The following architectural styles are outlined in the "McMinnville Multiple Property Documentation" prepared by SWCA. They are organized chronologically and represent the most prevalent styles represented in McMinnville. It is important to note that not all buildings clearly exhibit an architectural style or even just one style. Furthermore, a building's architectural style may change over time as property owners update their buildings to reflect changing tastes.

Key styles represented in McMinnville include:

- Vernacular forms
- Classical Revival
- Gothic Revival
- Italianate
- Queen Anne
- Colonial Revival
- Craftsman
- Prairie Style
- Tudor Revival
- English Cottage
- Minimal Traditional
- Ranch
- Contemporary



1913 PHOTO OF THE CARNEGIE LIBRARY. COURTESY  
HISTORIC McMINNVILLE.

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11. Section E, page 4.

12. Northwest Heritage Property Associates, Section 8, page 4.

## VERNACULAR FORMS<sup>13</sup>

Vernacular architecture is the most commonly used form of architecture. It utilizes local materials and reflects established building traditions. Eric Mercer distills this concept simply: “vernacular architecture is the common building of a given time and place.”<sup>14</sup>

The following discussion on vernacular architecture has been excerpted from the “McMinnville Multiple Property Documentation” prepared by SWCA.

Vernacular forms extend through the mid-twentieth century, in parallel to the established forms of architecture perpetuated by professional designers and architects. Each era has a vernacular language of architecture associated with it, responding to the changing needs and availability of information and materials. For example, in the 1870s and 1880s, vernacular architecture in McMinnville responded to the building traditions of the first two decades of settlement, utilizing the forms typically found on farms, such as cross-wing and block forms. With the lumber industry well-established by this point, these would be clad in similar siding types as those more formal architect-designed houses, and may include many of the stylistic cues associated with the popular residential styles of the time. By the 1910s, the tastes had changed, as did the availability of mass-produced building elements, such as windows and doors, hardware, stylistic elements that could be ordered from catalogs, and all transported directly to McMinnville by train. Vernacular architecture, therefore, can be found in many forms, and displaying stylistic characteristics of any of the defined architectural styles.

Beginning in the 1870s, vernacular styles and forms, especially those employed in construction of farmhouses, began to appear roughly simultaneously across the west. Prominent among these were the T-plan and L-plan farmhouses, some of which are evident in and around McMinnville. Borrowing elements of various styles and applying them to



VERNACULAR HOUSE EXAMPLES.

13. The word “vernacular” also refers to a method of architectural investigation that focuses on the building as an artifact, which serves as the primary source of information when other, more traditional sources (such as documentary or photographic evidence) are not available, or are insufficient to answering key research questions.

14. Thomas Carter and Elizabeth Collins Cromley, *Introduction to Vernacular Architecture* (University of Tennessee Press: Knoxville, 2005), 8.



these basic forms, the result is a collection of surviving architecture more unified by form than by style, as some of these houses were built originally with a relatively unadorned basic form, then updated periodically to reflect the changing tastes in architectural style. In some cases, these houses retain some elements of more than one style, presenting a difficulty when attempting to classify by stylistic movement.<sup>15</sup> This form, as it is represented in McMinnville, is seen to include houses with near identical form and floor plan, but with applied stylistic elements of the Queen Anne (such as bays to create irregularity or asymmetry, spindle-work or similarly intricate detailing in porch elements, etc.), Colonial Revival (such as pediments or entablatures at porches, windows and doors, or the use of friezes, architraves, and cornices beneath eaves, etc.), and Craftsman styles (such as exposed rafter tails, knee-braces beneath overhanging eaves, etc.), and sometimes elements of more than one of these. Cottages of this period similarly adopt near identical forms with various stylistic elements applied in varying degrees of ornamentation, depending on the tastes and means of the owner. These cottages tend to be seen in McMinnville in one of two forms, the single-story hipped-roof cottage, and the 1- or 1½-story front gabled home.

### CLASSICAL REVIVAL

Classical Revival was a style that was popular in the east between the 1820s and 1840s and brought to the Oregon Territory by emigrants. Classical Revival buildings, along with Gothic Revival, were constructed in Oregon between the 1840s and 1890s.

The Classical Revival style was influenced by the United States increasing interest in the ancient Greek and Roman culture. Properties designed in this style typically feature a prominent entry porch (portico) on the main elevation. The porch will be full-height and often supported by columns with a gable roof. The main elevation will exhibit a symmetry with a centered entrance with vertically and horizontally aligned windows.<sup>16</sup>

According to the SWCA survey and accompanying MPD, no known examples of the Classical Revival style are known to remain in McMinnville. However, a fine example of the style can be seen just a few dozen meters to the west of McMinnville's corporate boundary in the Thomas Jefferson Shadden House (built 1859), at 11105 Baker Creek Road.



THOMAS JEFFERSON SHADDEN HOUSE (BUILT 1859), 11105 BAKER CREEK ROAD. A CLASSICAL REVIVAL EXAMPLE JUST OUTSIDE THE CITY LIMITS.

### GOthic REVIVAL

Gothic Revival was a style that was popular in the eastern United States between the 1850s and 1860s and, like Classical Revival, was brought to the Oregon Territory by emigrants. Gothic Revival buildings were constructed in Oregon between the 1840s and 1890s.

15. Philip Dole. Farmhouses and Barns of the Willamette Valley, from Vol. I of Vaughan and Ferriday (1974), 227–236.

16. Virginia McAlester and Lee McAlester, *A Field Guide to American Houses* (Alfred A. Knopf, Inc.: New York, 1984), 169.



TWO GOTHIC REVIVAL EXAMPLES: 505 SE DAVIS (LEFT) AND ANDREW J. BAKER HOUSE (RIGHT). BAKER HOUSE PHOTOGRAPH COURTESY OREGON SHPO.

Gothic Revival was influenced Medieval architecture. The style was in sharp contrast to the Classical architectural elements utilized in Classical Revival. Andrew Jackson Downing, a landscape architect, published two pattern books highlighting the style, *Cottage Residences*, *Rural Architecture and Landscape Gardening* (published 1842) and *The Architecture of Country Houses* (published 1850). Residential properties constructed in this style typically feature steeply pitched gable roofs, often with cross gables. Decorated vergeboards and windows extending into the gables, often with a Gothic shape, also mark the style. Non-residential styles may feature a flat roof with a castellated parapet.<sup>17</sup> Pointed arches are a common feature associated with Gothic Revival properties.

Gothic Revival have been represented in a similar way as the Classical Revival in McMinnville applications, either as fully realized and represented by Downing, or as stylistic elements applied to vernacular forms familiar to early western emigrants.<sup>18</sup> The style persisted in other building types beyond the period of popularity of the style in residential architecture, especially in religious architecture. Several examples of the style are known to exist in McMinnville, both through historic photographs and in modern historic properties surveys. The style is represented in domestic architecture in McMinnville beginning in the mid-1850s, with the last known example built in 1890. A late example of the Gothic Revival style can be seen at 505 SE Davis Street (built 1890). Earlier examples can be found outside the city limits, including the Baker, Andrew J., House (1857) at 17670 SW Oldsville Road and the Davis House (1870) at 11301 Peavine Road SW.

In religious architecture, the style persisted into the first decade of the twentieth century, with examples in McMinnville and throughout Oregon. Religious examples in McMinnville include Cumberland Presbyterian Church (1897) at 2nd and Davis streets and Pentecostal Church of the Nazarene (1907) at 1st and Davis streets.

17. McAlester, 197.

18. Gelertner (1999), pp.150–151.





ANDREW JEFFERSON NELSON HOUSE (1875) AT 501 NW BIRCH STREET IS AN EXAMPLE OF A RESIDENTIAL APPLICATION OF THE ITALIANATE STYLE.

## ITALIANATE

The Italianate style was a reaction against the formalism of classical architectural language, like the nearly contemporary Gothic Revival style. The style drew from the existing examples of Italian villas of the sixteenth century, simplified and, to some degree, standardized in their ornamentation and shape in the adaptation to American homes. Andrew Jackson Downing also championed this style.

The style is marked by elaborate decorative detailing around windows and doors, arched windows, often in pairs or threes, and elaborate, bracketed cornices. Often they include square towers as finishing elements, or cupolas or lanterns in four-square forms where towers are not present. Oregon examples, generally dating to the 1870s to 1890s, substitute wood siding for the masonry or brick typically employed in other regions, but are no less ornate, with rich details (e.g., quoins and cornices) in wood trim.

The earliest known example of the Italianate style applied to residential architecture in McMinnville is in 1870, with the majority occurring in the 1880s. The style persisted through the end of the nineteenth century, with the most recent known example built in 1900. The style was very commonly applied to commercial architecture, and this application persisted well into the twentieth century. A residential example



THESE TWO BUILDINGS ARE EXAMPLES OF THE HODSON BUILDING (CA. 1901), ABOVE, AT 300 E 3RD STREET AND THE UNION BLOCK (1890), LOWER, AT 411-425 E 3RD STREET. COURTESY HISTORIC MCMINNVILLE.



TWO QUEEN ANNE EXAMPLES WITH 206 NE 10TH STREET (LEFT) AND THE SAMUEL COZINE HOUSE (1892) AT 105 NE THIRD STREET. COZINE HOUSE IMAGE COURTESY HISTORIC McMinnville.

of the Italianate style can be seen in the Andrew Jefferson Nelson House (1875) at 501 NW Birch Street. Commercial examples are present downtown on 3rd Street at the Hodson Building (ca. 1901) at 300 E 3rd Street and Union Block (1890) at 411-425 E 3rd Street.

## QUEEN ANNE

The Queen Anne style is well represented in McMinnville from the 1880s to about 1910. English architects (especially Richard Norman Hunt) developed the style in the nineteenth century, although the adoption of the style in the United States was accompanied by the application of American stylistic tastes to the basic form.<sup>19</sup>

Queen Anne architecture is marked by complex and asymmetrical rooflines, incorporating hips and gables as well as towers and other irregularities. Asymmetry continues on the elevations, with projecting gables, isolated or compound projecting bays, some cantilevering (especially at the bays), and rich, highly stylized detail in all elements of trim work. Porches are almost always included, and many wrap around two or more elevations. The overall massing is quite heavy, although this is usually somewhat offset by the intricacy of the detailing. Queen Anne architecture often incorporated mixed materials in siding; examples in McMinnville typically just use wood, but incorporate a variety of applications, such as horizontal board (e.g., shiplap and clapboard) and shingles (coursed or more elaborate). Queen Anne houses are typically large, 2- or 2.5-story residences, but smaller 1-story cottages are not uncommon. In McMinnville, the Queen Anne style is most commonly seen in the larger form, although smaller cottages in the style are known to exist.

The overall trend in Queen Anne stylistic design tended to be one of decreasing elaboration, with the earliest examples tending to be the most elaborate while later examples were more simplistic and representative of the Free Classic subset. Free Classic Queen Anne buildings feature a restrained use of decorative applications, and the inclusion of stylistic elements commonly associated with the Classical styles of architecture and those styles that drew on classical stylistic motifs, especially the Colonial Revival style.

19. McAlester and McAlester, 268.



In McMinnville, the earliest known examples of the Queen Anne style appear at the outset of the 1880s, reaching the peak of their popularity in the late 1880s and early 1890s. The style persisted in transitional forms into the first decade of the twentieth century but was almost completely superseded by the Colonial Revival and Craftsman styles by the close of the 1910s. An example of the Queen Anne style can be seen at 206 NE 10<sup>th</sup> Street (built 1890).

## COLONIAL REVIVAL

The Colonial Revival style finds its roots in the reawakening of appreciation for the historical origins of the United States, following the observance of the national centennial in 1876. During the following decades the style drifted westward, and by 1900 it had become one of the more popular residential styles in the Pacific Northwest and in the Willamette Valley. This style developed at roughly the same time as the Queen Anne, but reached the peak of its popularity in the early twentieth century, following the decline of the Queen Anne.

The Colonial Revival style is distinguished by its use of symmetrical distribution of windows and doors, especially on the principal elevation, and the application of somewhat muted classical elements. These elements include pedimented or segmentally pedimented entry porches and gables, eave returns on gable ends, window and door trim with varying degrees of elaborated moldings, corner boards, and entry doors flanked with sidelights and frequently topped by a transom. Windows tend to be double-hung with multi-light sashes on the upper or both sashes, and paired windows were a common element as well.

The popularity of the Colonial Revival style endured, especially as applied to residential architecture, through the twentieth century. In McMinnville, the introduction of the style is in about 1880, although very few examples this early are known. During the 1890s the style gained popularity, although the greatest period of popularity was during the late 1920s and 1930s, somewhat later than in other Willamette Valley cities. An example of the Colonial Revival style can be found in the Frank W. Fenton House (built 1909) at 434 NE Evans Street.



COLONIAL REVIVAL EXAMPLES WITH THE FRANK W. FENTON HOUSE AT 434 NE EVANS STREET (UPPER) AND 809 NE EVANS STREET (LOWER).



535 NE COWLS STREET (LEFT) AND 624 E 2ND STREET (RIGHT), EXAMPLES OF CRAFTSMAN ARCHITECTURE.

## CRAFTSMAN

The Craftsman style is the first major architectural stylistic movement that had its roots on the West Coast, rather than the East. As a result, the Craftsman style is found in Oregon soon after its initial applications in California by architects Charles and Henry Greene, who are credited with popularizing the style in the opening years of the twentieth century. The style was spread through the publishing of designs and plans in pattern books and popular magazines like *Good Housekeeping*, *Ladies' Home Journal*, and *House Beautiful*. The style was dominant from about 1905 until the 1930s, when economic conditions led to the simplification of design, especially in residential architecture.<sup>20</sup> This trend holds true in McMinnville residential architecture as well, as the style gained popularity about 1905, and stayed very popular into the early 1930s. Buildings with the fullest realization of the style are sometimes referred to as “Arts and Crafts” while those with less ornamentation are sometimes referred to as “Bungalow” style. “Arts and Crafts” is more appropriately the name applied to the stylistic and artistic movement of the late nineteenth and early twentieth centuries from which the Craftsman style arose, while “Bungalow” is more appropriately a classification of form (a 1- to 1½-story, low-pitched gable-roofed volume). Both of these are most appropriately referred to as Craftsman style.

The Craftsman style was developed as a reaction to the applied stylistic elements of earlier styles, such as the Queen Anne style. Embracing the idea that design should suggest the labor of a master craftsman, design elements associated with the style are often derived from structural elements of the building. The style relies heavily on shaping exposed framing and bracing (although these are, ironically, often stylistic elements that are not load-bearing, especially knee-bracing overhanging eaves), heaviness of design elements such as box posts, and use of mixed materials, such as wood in the main body of a building, and river cobble or cast stone in porch elements.

Coinciding with a period of expansion in population in McMinnville’s history, the Craftsman/Bungalow style is the best-represented style in the city, with the vast majority of these considered “Bungalows.” Just as

20. McAlester and McAlester, 454.



the style became the dominant style in residential architecture in the first decade of the twentieth century, McMinnville experienced a rapid population increase. Residential examples of the Craftsman style can be found in the James Burdett House (built 1909) at 408 NE 13th Street and the Mulkey House (ca. 1920) at 624 E 2nd Street.

## PRAIRIE STYLE

The Prairie style originated in the midwestern United States during the early twentieth century, and gained limited popularity during the following decades in the Pacific Northwest. Emphasizing horizontality, the style was designed to fit into the broad, flat landscapes found in the Midwest.<sup>21</sup> With broad, very low-pitched roofs (usually hipped), the style shares some similarity with the Craftsman style when rendered in the foursquare form, but the horizontality is emphasized in the Prairie style, and the emphasis on exposed structural elements found in Craftsman homes is not as accentuated in the Prairie style. Eaves on Prairie style homes are overhanging, often much further than in the Craftsman style, and where the Craftsman style featured exposed, and often shaped rafter tails, the eaves in the Prairie style are typically enclosed with soffits, and capped at the ends with squares fascias. There are no known examples of the Prairie style in McMinnville as applied to residential architecture, although the style is seen in limited application in most Willamette Valley cities. The Carnegie Library (1913) at 225 Adams is an example of the style applied to civic architecture. Some currently unidentified residential examples may exist in McMinnville.



2015 PHOTOGRAPH OF THE PRAIRIE-STYLE CARNEGIE LIBRARY. COURTESY HISTORIC McMINNVILLE.

## TUDOR REVIVAL AND ENGLISH COTTAGE

The Tudor Revival style, and its more modest relative, the English Cottage, are presumed to be based on the architecture of the Tudor period of English history (sixteenth century), although McAlester and McAlester note in *A Field Guide to American Houses* that these bear little resemblance to the actual architectural characteristics of that period beyond the use of ornamental, false half-timbering.<sup>22</sup>

In its modern application, the Tudor Revival style bears more resemblance to idealized versions of medieval architecture, including the heavy reliance of steeply sloped rooflines featuring many cross-gables and gabled dormers irregularly dispersed



TUDOR REVIVAL EXAMPLE AT 307 NE 7TH STREET WITH HALF-TIMBERING AND ROLLED EAVES.

21. McAlester and McAlester (1984), p. 440.

22. McAlester and McAlester (1984), p. 358.





ANOTHER EXAMPLE OF TUDOR REVIVAL (ABOVE) AT THE SOUTHEAST CORNER OF NW 8TH AND NW CEDAR.



TWO EXAMPLES OF ENGLISH COTTAGES AT 407 NE 12TH STREET (LEFT) AND 540 NW BIRCH STREET (RIGHT).

across a side-gabled main massing. The use of elliptical arches and arched panels over multi-light windows is extremely common. Wall cladding between half-timbering is often stucco or brick. Decorative arches are common at the ends of porches on Tudor Revival styles. These are often seen on English Cottage residences where one side of the forward-facing cross-gable extends much lower than the other side, the arch cut into the lower side. In some cases, this is seen as an arched window, rather than a pass-through arch. Tudor Revival examples are typically distinguished by their use of wall cladding materials other than wood on large portions of the exterior cladding, while English Cottages commonly will employ either horizontal wood weatherboard across the entirety of the walls, or in some combination with masonry or brick veneer. The English Cottage rarely uses half-timbering. Where gabled roofs are nearly universal in Tudor Revival examples, the English Cottage may include jerkinheads, hipped dormers rather than gabled, or some combination of these with the more traditional gable. In McMinnville, most Tudor Revival examples are larger and more expressive of the style, while English Cottages are more commonly more modest in size and ornamentation.

Both the Tudor Revival and English Cottage styles are well-represented in McMinnville, especially during the 1930s, although some examples are known in the late 1920s and early 1940s. McMinnville appears to have a somewhat larger stock of Tudor Revival and English Cottage style residences than other Willamette Valley cities of similar size, likely related to the highly visible and extremely well executed examples of the Tudor Revival style residences designed by noted architect Roscoe Hemenway, who was active in McMinnville during the 1920s and 1930s. An example of the English Cottage style can be seen at 407 NE 12<sup>th</sup> Street (1932). An example of the Tudor Revival style can be seen at 307 NE 7<sup>th</sup> Street (1930).

## MINIMAL TRADITIONAL

The Minimal Traditional style is derived from the Tudor Revival and English Cottage styles that reached the height of their popularity in the 1930s. Demonstrating the same basic form as these earlier eclectic models, especially the forward-facing cross-gable, the Minimal Traditional differs in the reduction of the pitch of the gables, an overall simplified presentation lacking the applied stylistic cues associated with the Tudor and English Cottage, and an overall smaller footprint and profile, rarely reaching a full 1.5 stories and very seldom including dormers. The Minimal Traditional style became increasingly popular as the 1930s progressed and the Great Depression persisted, as the relatively low construction costs associated with these simple residences made them attractive to those able to make the investment in new home construction.

The Minimal Traditional style is very well represented in McMinnville beginning in the early 1930s and continuing into the early 1960s. The peak of popularity of the Minimal Traditional style in McMinnville was in the 1940s and early 1950s, although with the emergence of the style in the early 1930s, the style quickly became popular and early examples are quite well represented. Neighborhoods platted and developed in the late 1940s and 1950s are particularly dense with the Minimal Traditional style residence, often mixed in with the Ranch style residences that were becoming increasingly popular during the 1950s and 1960s. Minimal Traditional style houses are found in older neighborhoods as well, as replacement housing for older historic houses demolished and redeveloped during the 1930s through the post-war decades. A single-family residential example of the Minimal Traditional style can be seen at 546 NW 12th Street (built 1947). An apartment example of the Minimal Traditional style is at 507 NE Davis Street (ca. 1945).

## RANCH

Ranch style residences became popular in the post-war decades, beginning with the early development of the style in the late 1940s. Popularity of the Ranch style increased during the 1950s in the earliest form, which was generally one story, covering more square footage than the Minimal Traditional style. Like the Minimal Traditional style, the 1950s ranches frequently include a forward-facing cross-wing element at one end of an otherwise side-oriented roofline; however, they often have a very low-pitched, hip roof rather than gables. Ornamentation is minimal, generally restricted to applied features such as veneer siding on the lower portions of the elevations and incorporated planters along principal elevations.

During the 1960s, the overall shape of the Ranch style moved away from more compact floor plans toward a sprawling, linear floor plan, the building footprint stretching out to a long, narrow side-gabled



546 NW 12TH STREET, AN EXAMPLE OF THE MINIMAL TRADITIONAL STYLE.



MINIMAL TRADITIONAL APARTMENT BUILDING AT 507 NE DAVIS STREET.





RANCH AT 505 NW 10TH STREET (LEFT) AND RAMBLING RANCH AT 135 NW 11TH STREET (RIGHT).

massing, often with an incorporated, recessed entry porch. By the mid-1950s, nearly all Ranch style houses include an incorporated garage. Decorative wrought-iron porch supports and non-functional decorative shutters are quite common on Ranch style homes, especially as the 1960s progressed. In McMinnville, the Ranch style quickly rose in popularity in the early 1950s, and trending with the overall stylistic changes that occur within the Ranch style during the early 1960s away from the more compact floor plan toward the more sprawling plans, especially where recently platted lots allowed for wide street frontage. Both the early Ranch and later Rambling Ranch styles are very well represented in McMinnville. An example of the early Ranch style can be seen at 550 NW 10th Street (built 1951). An example of the Rambling Ranch style can be seen at 135 NW 11th Street (built 1965).

## CONTEMPORARY

The Contemporary style arose in the 1950s with the rise in a move toward more modernist residential architecture. It is easily distinguished from earlier and contemporary residential architectural styles in its use of low-pitched gables or shed roofs, or flat roofs, large windows, often occupying much of the dominant elements of the principal elevation. Roofs almost always extend well beyond the wall interface with exposed, heavy main rafters in the forward-facing roof elements. The style was extremely popular among architects designing residences, with more modest examples clearly derived from the ground-breaking architect-designed residences of the mid-to late 1950s. Applied decorative detailing is extremely minimal, usually restricted to combinations of siding materials including stucco, brick, stone, and wood.



CONTEMPORARY STYLE 405 NE 11TH STREET.

Nearly all of residences in this style are single story, with very few rising to 1½ stories, or arranged in a split-level form. Symmetry is eschewed in favor of complex wall surfaces, with walls receding in steps, or broken by incorporated, recessed entry ways. Because of its rejection of traditional stylistic cues, and

its embrace of unusual forms and profiles as compared to the more common Minimal Traditional and Ranch style houses with which it is a contemporary, the style was never as widely employed as these other two. Concentrations of these are rarely found, except where residential developments specifically called for the wide application of this style in a planned and intentional effort to attract those more keyed in to modernistic architectural trends. In McMinnville, there are a handful of examples of each of the gabled, shed, and flat-roofed varieties, the gabled being the most commonly seen. All of the examples inventoried to date were constructed during the 1950s and early 1960s. An example of the Contemporary style can be seen at 405 NE 11th Street (built 1956).

### 3c. Existing Landmarks and Districts

The McMinnville Municipal Code establishes the following definitions for historic properties in Section 17.06.060:

- **Historic District:** A geographical definable area of local, state, or national historical significance, the boundaries of which have specifically been adopted by the City Council.
- **Historic Landmark:** Any historic resource which is classified as “Distinctive” or “significant” on the McMinnville Historic Resources Inventory. Historic landmarks are also locally significant historic resources as defined by OAR 660-023-0200(1)(j).
- **Distinctive:** Resources outstanding for architectural or historical reasons and potentially worthy of nomination to the National Register of Historic Places.
- **Significant:** Resources of recognized importance to the City due to historical association or architectural integrity, uniqueness, or quality.
- **Historic Resources:** Any site, structure, building, district, or object included on the Historic Resources Inventory.

As of June 2018, the McMinnville City Council has adopted 1 historic district, the National Register of Historic Places-listed McMinnville Downtown Historic District. The district was added to the National Register in 1987. The historic district encompasses a 9-block area and has a period of significance which extends from 1884 to 1937. Refer to "Map 3. Existing Landmarks Overview." on page 94.

The following two tables list the identified historic landmarks in the city of McMinnville.

**Figure 1. Distinctive Historic Resources**

<b>SITE ADDRESS</b>	<b>HISTORIC NAME</b>	<b>RESOURCE NUMBER</b>
1420 NE 5th Street	McPhillips House	A1058
249 NW Star Mill Way	I. Daniel House	A110
505 SW Edmunston Street	First Rhodes Hose	A149
809 SW Blaine Street	Rhodes House	A150
206 NE 10th Street	Frank E. Rogers House	A237
1330 NE Cows Street	Adams School	A251

<b>SITE ADDRESS</b>	<b>HISTORIC NAME</b>	<b>RESOURCE NUMBER</b>
City Park	Grounds	A266
705 SW Birch Street	Conrad Saylor House	A280
639 NW Birch Street	Thomas Turner House	A281
549 NW Birch Street	J.C. Compton House	A282
501 NW Birch Street	Andrew J. Nelson House	A285
149 NW Park Drive	---	A301
417 NW Adams Street	Nelson/Walker-Manning House	A317
625 NE Cowsls Street	Emily Hamblin House	A354
609 NE Cowsls Street	Apperson House	A355
535 NE Davis Street	Frank E. Rogers House	A356
632 NE Cowsls Street	Roswell Conner House	A359
610 NE Cowsls Street	William Dielschneider House	A360
533 NE Davis Street	O.O. Hodson House	A377
347 NE 4th Street	Oregon Mutual Building	A378
809 NE Evans Street	Willams House	A396
225 NW Adams Street	Carnegie Library	A400
105 NE 3rd Street	Samuel Cozine House	A402
251 NE 3rd Street	Masonic Building	A438
238 NE 3rd Street	Schilling Building	A439
250 NE 3rd Street	McMinnville National Bank	A440
230 NE 2nd Street	Courtemanche House	A441
125 SE Cowsls Street	First Baptist Church	A442
221 SE Cowsls Street	Dr. J.H. Cook House	A445
306 SE Lincoln Street	James Gibson House	A446
300 NE 3rd Street	O.O. Hodson Building	A450
310 NE 3rd Street	---	A457
320 NE 3rd Street	---	A457
322 SE 1st Street	Wiesner House	A459
390 NE 2nd Street	Presbyterian Church	A467
411 NE 3rd Street	Union Block	A475
406 NE 3rd Street	Wright Building	A476
428 NE 3rd Street	Wright Building	A476
Linfield College	Campus Grounds	A503.1
436 SE Baker Street	Dr. Northup House	A513

<b>SITE ADDRESS</b>	<b>HISTORIC NAME</b>	<b>RESOURCE NUMBER</b>
Linfield College	Northup Library	A543
Linfield College	Melrose Hall	A548
Linfield College	Pioneer Hall	A554
Linfield College	Observatory	A589
1034 NE Galloway Street	---	A668
434 NE Evans Street	Frank Fenton House	A723
436 NE Evans Street	Frank Fenton House	A723
414 NE Evans Street	Old Post Office	A724
536 NE 5th Street	Jack Spence Building	A728
638 NE 5th Street	W.D. McDonald Jr. House	A750
707 NE 5th Street	H.C. Burns House	A763
736 NE Galloway Street	---	A772
5th & Irvine Streets	Old Power Plant	A796
1004 NE 5th Street	Grissen House	A809
310 NE Evans Street	Hotel Elberton	A834
502 NE 3rd Street	Cook's Hotel	A835
508 SE Washington Street	W.W. Wright House	A839
230 SE Evans Street	W.T. Newby House	A849
540 SE 1st Street	Rev. Spencer House	A853
608 NE 3rd Street	Jameson Hardware	A866
605 SE 1st Street	Peery-Macy House	A868
624 SE 2nd Street	Mulkey House	A874
726 NE 4th Street	Estes House	A889
741 NE 3rd Street	Southern Pacific Depot	A893
Star Mill Way	Flume Wall	A90
806 SE Hembree Street	Hiram Rummel House	A946
905 SE Vine Street	George Bodle House	A958
768 SE Morgan Lane	Hodge House	A986
3471 NE Grandhaven Drive	---	A994



**Figure 2. Significant Historic Resources**

<b>SITE ADDRESS</b>	<b>HISTORIC NAME</b>	<b>RESOURCE NUMBER</b>
1755 NW Baker Creek Road	---	B10
1640 NE Lafayette Avenue	Miller House	B1032
1640 NE Lafayette Avenue	Miller House	B1033
1206 NE 5th Street	Walter Hatfield House	B1044
1409 SE Brooks Street	---	B1077
645 SW Tanglewood Circle	---	B108
1827 NE Three Mile Lane	---	B1083
305 NE 2nd Street	John Sax House	B109
1755 NW Baker Creek Road	---	B11
27th Street & Highway 99W	Malone Cemetery	B1116
531 SW Bills Street	---	B112
2455 NE Three Mile Lane	---	B1125
2850 NE Three Mile Lane	---	B1129
409 SW Elmwood Avenue	---	B113
2850 NE Three Mile Lane	---	B1130
2850 NE Three Mile Lane	---	B1131
Railroad Trestle over Yamhill	---	B1139
1103 SW Brockwood Avenue	---	B115
835 SW Ashwood Avenue	---	B115
548 SW Fellows Street	---	B139
544 SW Fellows Street	---	B142
1149 SW Brockwood Avenue	---	B156
1224 SW Highway 99W	---	B162
1137 SW Blaine Street	---	B165
933 NW Cedar Street	---	B203
1033 NW Birch Street	---	B212
1595 SW Cypress Lane	---	B23
1127 NE Cows Street	---	B239
1595 SW Cypress Lane	---	B24
1117 NE Cows Street	---	B240
935 NE Cows Street	Harper Jameson House	B243
12th & Davis, 11th & Cows	Tennis Courts	B245

<b>SITE ADDRESS</b>	<b>HISTORIC NAME</b>	<b>RESOURCE NUMBER</b>
1036 NE Cows Street	Ward Sitton House	B246
407 NE 13th Street	---	B256
729 NW Cedar Street	---	B265
336 NE Davis Street	---	B270
336 NW 8th Street	O.C. Combs House	B270
835 NW Birch Street	---	B274
523 NW Birch Street	---	B283
228 NW 7th Street	Mattecheck House	B289
540 NW Birch Street	---	B292
251 NW Park Drive	---	B296
169 NW Park Drive	---	B300
139 NW 5th Street	G. Bangasser House	B306
130 NW 5th Street	---	B307
1320 SE 2nd Street	---	B32
104 NE 4th Street	---	B325
116 NE 4th Street	---	B329
131 NE 5th Street	O'Dell House	B332
733 NE Baker Street	---	B333
708 NE Baker Street	Glenn S. Macy House	B343
911 NE Cows Street	Dr. W.H. Barendrick House	B350
735 NE Cows Street	Miles Hendrick House	B352
836 NE Cows Street	---	B357
804 NE Cows Street	Asa Gaunt House	B358
307 NE 7th Street	McCann House	B358.1
528 NE Cows Street	David Nayberger House	B361
326 NE 6th Street	Turner House	B365
907 NE Davis Street	---	B371
707 NE Davis Street	P.P. Wright House	B375
625 NE Davis Street	---	B376
740 NE Davis Street	Franz Dielschneider House	B384
407 NE 7th Street	George Kaufman House	B386
602 NE Davis Street	Sitton House	B388
419 NE 8th Street	---	B390
475 NE 7th Street	Kliks House	B397

<b>SITE ADDRESS</b>	<b>HISTORIC NAME</b>	<b>RESOURCE NUMBER</b>
City Park	Fountain	B399
102 SE 1st Street	A. Dielschneider House	B403
129 SW Baker Street	---	B411
323 SW Baker Street	---	B419
335 SW Baker Street	---	B420
345 SW Baker Street	C.B. Jones House	B421
203 NE 3rd Street	Montgomery Ward Building	B422
South of Lincoln Street	Rose Walk	B427
219 SE Lincoln Street	Julia Gault House	B430
225 NE 3rd Street	---	B431
307 SE Cows Street	---	B432
218 NE 3rd Street	---	B436
236 NE 3rd Street	---	B436
303 NE 3rd Street	J.B. Mardis Building	B449
206 NE Cows Street	Home Laundry	B451
222 SE Cows Street	---	B455
224 SE Cows Street	---	B455
313 NE 3rd Street	Campbell Building	B456
319 NE 3rd Street	Campbell Building	B456
332 NE 3rd Street	Knights of Pythias Building	B465
210 SE Davis Street	Col. J.C. Cooper House	B470
240 SE Davis Street	Cooper House	B471
326 NE Davis Street	Telephone Building	B474.1
416 NE 3rd Street	---	B482
425 NE 3rd Street	Spence Building	B486
433 NE 3rd Street	Old Lark Theater	B489
445 NE 3rd Street	U.S. National Bank Building	B490
333 NE Evans Street	Elks Building	B490.1
448 NE 3rd Street	Fenton Building	B491
448 NE 3rd Street	Cameron Grocery	B491.1
135 NE Evans Street	Macy's Funeral Home	B492
344 SW Bills Street	---	B498
1015 NW Baker Creek Road	---	B50
801 SW Highway 99W	Dodson House	B502

<b>SITE ADDRESS</b>	<b>HISTORIC NAME</b>	<b>RESOURCE NUMBER</b>
725 SW Highway 99W	---	B503
Linfield College	President's House	B504
603 SW Baker Street	McMinnville Hospital	B506
411 SW Baker Street	Handley House	B508
600 SW Baker Street	Columbus School	B511
505 SE Davis Street	---	B531
421 SE Evans Street	W.W. Wright House	B539
1631 NW Elm Street	Thomsen House	B54
806 SE Davis Street	Latourette House	B540
340 SW Linfield Avenue	---	B546
Linfield College	Mac Hall	B549
Linfield College	Riley Hall	B551
Linfield College	Edelweiss Oak Tree	B553
Linfield College	Newby Hall	B557
Linfield College	Whitman Hall	B558
1200 NW Michelbook Lane	Michelbook House	B56
Linfield College	Physical Plant	B561
1004 NE Ford Street	---	B561
Linfield College	Cook Education Center	B562
Linfield College	Campbell Hall	B564
Linfield College	Grover Hall	B565
Linfield College	Failing Hall	B566
Linfield College	Latourette Hall	B567
321 SE College Avenue	---	B568
308 SE College Avenue	---	B569
1049 SE Davis Street	Old President's House	B574
406 NE College Avenue	---	B576
1142 SE Davis Street	---	B578
795 NE Burnett Road	---	B597
795 NE Burnett Road	---	B598
536 NW 10th Street	J.P. Brown House	B61
1325 NE Evans Street	---	B620
1430 NE Evans Street	Dr. Ralph Pray House	B629
504 NE 10th Street	Buddy Fisher House	B637

<b>SITE ADDRESS</b>	<b>HISTORIC NAME</b>	<b>RESOURCE NUMBER</b>
518 NE 10th Street	---	B639
935 NE Galloway Street	---	B662
1025 NE Irvine Street	---	B692
905 NE Evans Street	---	B718
509 NE 9th Street	Houck House	B719
505 NE 8th Street	---	B720
600 NE Evans Street	Armory	B721
527 NE 8th Street	---	B726
441 NW 12th Street	---	B73
707 NE Ford Street	---	B734
618 NE 8th Street	---	B745
645 NE 9th Street	---	B746
537 NE Galloway Street	---	B747
507 NE Galloway Street	Hopfield House	B749
733 NE Ford Street	---	B749
641 NE 4th Street	Cunningham/Honnold House	B751
532 NE Galloway Street	Link House	B761
436 NE Galloway Street	---	B764
420 NE Galloway Street	---	B765
709 NE 4th Street	---	B766
715 NE 5th Street	---	B767
904 NE Galloway Street	---	B769
739 NE 9th Street	---	B788
800 NE Lafayette Avenue	Cook School	B816
915 NE Lafayette Avenue	---	B822
1005 NE Lafayette Avenue	---	B830
506 SE 1st Street	---	B836
815 NW Yamhill Street	---	B84
226 SE Evans Street	---	B841
520 NE 3rd Street	Old Elk's Building	B846
532 NE 3rd Street	Old Elk's Building	B846
544 SE 2nd Street	Methodist Church	B852
535 NE 3rd Street	Odd Fellows Building	B855
545 NE 3rd Street	Odd Fellows Building	B855

<b>SITE ADDRESS</b>	<b>HISTORIC NAME</b>	<b>RESOURCE NUMBER</b>
609 NE 3rd Street	---	B865
606 SE 2nd Street	Delmer Wheeler House	B867
610 SE 1st Street	Elsia Wright House	B869
206 SE Ford Street	John Wortman House	B870
619 NE 3rd Street	---	B872
622 NE 3rd Street	---	B873
624 NE 3rd Street	---	B873
642 SE 1st Street	Elsia Wright House	B881
137 SE Galloway Street	---	B882
701 NE 3rd Street	Douglas Hotel	B884
711 NE 3rd Street	Douglas Hotel	B884
706 SE 1st Street	---	B885
714 SE Washington Street	---	B886
Railroad Trestle over Cozine	---	B888
708 NE 3rd Street	---	B890
750 NE 3rd Street	---	B890
729 NE 3rd Street	Hendershott House	B891
741 NE 3rd Street	Southern Pacific Semaphore	B896
125 SE Irvine Street	Schenk House	B900
129 SE Irvine Street	T.M. Phillips House	B903
141 SE Irvine Street	N. Ferguson House	B905
906 SE 1st Street	---	B911
1056 SE 1st Street	---	B935
911 SE 2nd Street	---	B94.1
904 SE Storey Street	Wolf House	B964
1041 SE Vine Street	City Light & Pumping Plant	B970
1030 SE Villard Street	Long House	B981
3555 NE Grandhaven Drive	---	B990
3555 NE Grandhaven Drive	---	B991
3555 NE Grandhaven Drive	---	B992
3555 NE Grandhaven Drive	---	B993
1429 NE 27th Street	McDonald/Ford House	B995



# 4. CURRENT STATUS OF HISTORIC PRESERVATION

This chapter explores the current City of McMinnville historic preservation program, outlining how the program is currently staffed, how survey and inventory has been used in the past, the city's historic resources inventory, past education and advocacy efforts, relevant regulations, and incentives available to historic properties.

## 4a. Current Program

Historic Preservation is currently addressed in Chapter 17.65 in the McMinnville Municipal Code.

The City of McMinnville's historic preservation program began in the 1980s and is operated within the City's Planning Department. In 1980, a historic resources survey centered on McMinnville's downtown resulted in the creation of a Historic Resources Inventory and fulfilled the City's inventory of historic resources requirement under Statewide Planning Goal No. 5. The City grew its historic preservation program to protect resources on the inventory, passing Ordinance No. 4228 in 1982, establishing the Historic Landmarks Committee and protecting properties identified as primary historic resources (generally properties built prior to 1910) in the 1980 Historic Resources Inventory.

The City expanded its Historic Resources Inventory with a second round of survey work in 1983 and 1984, per Comprehensive Plan Policy 17.01 (adopted by Ordinance No. 4218 in 1982), to re-evaluate and document all historic resources within the city's Urban Growth Boundary. In 1987, the City adopted its historic preservation ordinance (Ordinance No. 4401, repealing Ordinance No. 4228). Ordinance No. 4401 was updated in 2017 (Ordinance No. 5034) by the incorporation of the historic preservation program and protection processes into the McMinnville Municipal Code.

Chapter 17.65 of the McMinnville Municipal Code establishes that districts, objects, structures, and sites of special historical, architectural, or cultural significance should be preserved as part of the City's heritage. The chapter (Section 17.65.010) explains its purpose in the following ways:

- (a) Stabilize and improve property values through restoration efforts;
- (b) Promote the education of local citizens on the benefits associated with an active historic preservation program;
- (c) Foster civic pride in the beauty and noble accomplishments of the past;
- (d) Protect and enhance the City's attractions for tourists and visitors; and
- (e) Strengthen the economy of the City.

## 4b. Survey and Inventory

The Oregon SHPO defines a survey as “the process of gathering and recording information about cultural resources.” An inventory is the organized compilation of the survey records. There are two types of surveys: Reconnaissance Level Survey (RLS) and Intensive Level Survey (ILS). The Oregon SHPO has published guidelines, “Guidelines for Historic Resource Surveys in Oregon” (2011), to help communities and historic preservation professionals identify, evaluate, and document historic resources in the state of Oregon.

A Reconnaissance Level Survey (RLS), is defined by the Oregon SHPO as “the basic survey level to identify, document, and report historic resources.” An RLS is the first step in documenting properties and provides local governments and the SHPO with a baseline dataset about historic and non-historic resources within a surveyed area. Information collected for an RLS is primarily limited to physical and architectural data. General research is conducted to provide context for the survey area; individual property research is not necessary with an RLS.

An Intensive Level Survey (ILS) is often the next step after an RLS and contains a higher level of documentation for each surveyed property. This documentation includes additional research into the history of each individual survey property, including builders, architects, and previous owners and tenants.

### *McMinnville’s Historic Resources Inventory*

As McMinnville established its historic preservation program in the early 1980s, the City commenced a series of surveys funded by National Park Service grants through the Oregon SHPO to inventory the city’s historic resources. These produced the following two products.

- Historic Resources Inventory maintained and updated by the city with resource classes specific to the City of McMinnville. Historic resources, per Ordinance 4401 section 2(f), are any site, structure, building, district, or object that is included on the Historic Resources Inventory. This inventory uses the same property data as the Oregon SHPO Historic Sites Database. When new survey work is conducted, this inventory is updated per section 17.65.030 of the city’s Zoning Ordinance.
- Resource forms within the Oregon SHPO Historic Sites Database and serving as the main repository for property data (location, physical attributes, photos, etc.) but using a different set of evaluation codes relative to potential National Register of Historic Places eligibility.

Survey work over the course of the last four decades follows below. The City’s Historic Resource Inventory only includes properties resulting from survey work up through 1984. Subsequent survey work has not been evaluated for adding, removing, or updating the Historic Resource Inventory.

- The 1976 and 1980 reconnaissance level survey focused on the downtown area and surveyed approximately 650 resources built in or prior to 1930 (50-years of age or older at the time).
- The 1983-1984 reconnaissance level city-wide survey extended to the city’s urban growth boundary and surveyed approximately 500 resources built in or prior to 1934 (50-years of age or older at the time). This survey also included several barns and related properties existing within the Urban Growth Boundary.

- The 2010 reconnaissance level survey focused on predominately on 1930s to early 1960s properties within an irregular-shaped area north of downtown and surveyed 402 resources.
- The 2013 Settlement-era Dwellings, Barns & Farm Groups the Willamette Valley, Oregon surveyed 242 resources within the broader geographical area of nine Oregon counties: Benton, Clackamas, Lane, Linn, Marion, Multnomah, Polk, Washington and Yamhill. From this survey, three resources surveyed within Washington County exist within the City of McMinnville city limits (a fourth has since been demolished).
- The 2018 intensive level survey focused on eight properties north of downtown.

The 1983-1984 survey established the methodology and process defining the city's historic resource classes conveying level of significance as "distinctive," "significant," "contributory," or "environmental."<sup>1</sup> Ordinance No. 4401 Section 2(g) provides the following definitions.

- **Distinctive:** Resources outstanding for architectural or historic reasons and potentially worthy of nomination to the National Register of Historic Places;
- **Significant:** Resources of recognized importance to the City due to historical association or architectural integrity, uniqueness, or quality;
- **Contributory:** Resources not in themselves of major significance, but which enhance the overall historic character of the neighborhood or City. Removal or alteration would have a deleterious effect on the quality of historic continuity experienced in the community;
- **Environmental:** This category includes all resources surveyed that were not classified as distinctive, significant, or contributory. The resources comprise an historic context within the community.

As of May 2018, there are 558 properties listed on the city's Historic Resource Inventory at the top three levels, of which only 69 properties (12-percent) are classified as "Distinctive", 200 (36-percent) as "Significant" and 289 (52-percent) as "Contributory." No count was available for properties classified as Environmental.

Those properties which are classified as "distinctive" or "significant" are considered historic landmarks per Ordinance No. 4401 Section 2(e) and OAR 660-023-0200(1)(j). The Historic Landmarks Committee reviews alterations to and demolitions of historic landmarks, as well as the demolition of any historic resource per Zoning Ordinance Section 17.65.040(C). Note, there is a conflict here between 4401 which says only historic landmarks, and the zoning ordinance that says any historic resource, which by definition is any property on the historic resource inventory regardless of classification.

### *Survey and Inventory Recommendations*

Although the City has already surveyed a significant number of resources within the city limits, survey work and updating the Historic Resource Inventory based on the survey work needs to be an ongoing process to insure the inventory is up-to-date and accurately reflects the range of McMinnville's historic resources (e.g. properties from the recent past).

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1. Section 17.65.030 of the city's Zoning Ordinance establishes the process for adding, deleting, or changing the level of significance of a resource.

The following survey recommendations stem from a review of City of McMinnville Historic Resources Inventory, geographic information system (GIS) property data, and selective field work consisting of walking through areas to confirm existing conditions. Each of the following areas exhibit a high concentration of potentially historic properties and should be surveyed to expand the Historic Resources Inventory.

- Post 1984 Survey Updates
- Hayden, Saylor, Baker and Martin Additions Survey
- Downtown Residential Survey
- Chandler's 2nd Addition Survey
- SE Baker Street Survey & Design Guidelines

## POST 1984 SURVEY UPDATES

Review findings from survey work conducted since 1984 to update the Historic Resource Inventory. Utilize this as an outreach and public education opportunity to expand awareness of and the role of the Historic Resource Inventory. Properties classified as "Environmental" should be mapped in order to provide a complete visual record of what has been evaluated and which properties have not.

## HAYDEN, SAYLORS, BAKER AND MARTIN ADDITIONS SURVEY

Conduct a reconnaissance level survey of approximately 169 properties built prior to 1960, develop a neighborhood context, and property owner outreach to update and add properties to the Historic Resource Inventory within the survey area spanning NW Birch and NW 5<sup>th</sup> Streets (not within a historic plat) and within the R. B. Hayden Tract, C. G. Saylor Addition, Walnut Park, Christens, Vanecek, Laurel, and Baker and Martin Addition. Develop a historic context statement to better understand the development relationship for these properties and each addition relative to downtown McMinnville. Refer to "Map 5. Hayden, Saylor, Baker and Martin Additions, Inventoried Properties" on page 96 and "Map 6. Hayden, Saylor, Baker and Martin Additions, Period Built" on page 97.

There are 67 properties within the recommended survey area currently on the Historic Resource Inventory, of which:

- 6 properties are classified as "Distinctive;"
- 16 properties are classified as "Significant;" and
- 45 properties are classified as "Contributory."

There are 236 properties within the area built between the 1800s and 1959. Most, but not all of the pre-1930 properties have been evaluated and included in the Historic Resource Inventory. Properties from the later three decades of construction follow below:

- 1930s: 48 properties
- 1940s: 73 properties
- 1950s: 30 properties

Based on age of properties and proximity to downtown, this area has a high potential to be related to the growth and development of downtown McMinnville, and exhibits a high concentration of high integrity

properties contributing to the character and continuity of the neighborhood. This area is an important single family residential concentration along the edge of the downtown commercial district conveying the historic development pattern of the city.

The area is notable for a mid to high design level and a high level of integrity. Property construction spanned from the 1800s through the 1950s, with most of the properties built during two peak periods, 1910 to 1919 and 1930 to 1939. The core area includes the R. B. Hayden Tract and exists between the 1885 C. G. Saylor's Addition, the 1889 Baker and Martin's Addition, the 1865 original town plat, and the city park to the south. Based on proximity to downtown McMinnville and the scale of houses, it is likely this area's past property owners were closely tied with the growth and development of downtown McMinnville.

### DOWNTOWN RESIDENTIAL SURVEY

Conduct a reconnaissance level survey and property owner outreach to update and add properties to the Historic Resource Inventory. Contact owners prior to the survey work to gauge their level of interest and the potential for building interior access. Develop a historic context statement specific to the Rowlands Addition to better understand the development relationship these properties held with downtown McMinnville and the role of their previous owners. This addition also serves as part of a character-area transition east of downtown, which would be supported through the development of the historic context statement.

Based on preliminary field work this area has a high concentration of some of the largest and most intact single-family houses within and just south of the 1865 Rowland's Addition. Refer to "Map 9. Downtown Residential, Previously Inventoried" on page 100 and "Map 10. Downtown Residential, Period Built" on page 101.

This area is southeast of the intersection of NE 2<sup>nd</sup> Street and NE Ford Street, and runs along both sides of NE 1<sup>st</sup> Street. The area contains 9 properties, constructed between the 1800s (2 properties) and 1929, with the majority built between 1910 and 1919 (4 properties). Based on the scale of the properties and proximity to downtown McMinnville, these buildings are likely architect designed and associated with past property owners prominent in the growth and development of McMinnville. The core portion of these properties are zoned General Commercial (C-3) and those south, across NE 1<sup>st</sup> Street are zoned Office/Residential (O-R), placing greater potential replacement pressure on the properties in the C-3 zoning.

### CHANDLER'S 2<sup>ND</sup> ADDITION SURVEY

Conduct a reconnaissance level survey to expand the current inventory to include properties built through 1969. Conduct public outreach to notify owners and residents of the survey work in advance. This will update 12 properties and evaluate 30 properties for inclusion on the Historic Resource Inventory. Develop a historic context statement specific to this addition and how its development ties in with broader city development. The intent of this research would be to better understand the unique development of this addition and if there is a social history connected with under-represented minorities. Based on this work, identify any potential properties for a next phase of intensive level survey work that could support interpretive and educational efforts. Refer to "Map 7. Chandler's 2nd Addition, Inventoried Properties" on page 98 and "Map 8. Chandler's 2nd Addition, Period Built" on page 99.

This 19-acre addition was platted in 1887 and has 59 properties. The notable aspect is that two peak development periods were the 1800s (11 properties) and the 1940s (14 properties), with only 6 built from 1900 through 1929 and none built in the 1930s (opposite of the NW Birch and NW 5<sup>th</sup> District and Down-

town Residential) This area is all zoned as a Two-Family Residential Zone (R-3) placing some pressure on the potential replacement of single-family houses with denser housing.

### SE BAKER STREET SURVEY & DESIGN GUIDELINES

Conduct a reconnaissance level survey and property owner outreach to update and add properties to the Historic Resource Inventory. Develop a historic context statement specific to this corridor to better understand the development relationship these properties and this section of SE Baker Street held with downtown McMinnville and the role of their previous owners. As part of the historic context research, identify past property owners and residents of the surveyed properties and their relationship to the development of McMinnville. Develop design review guidelines or establish a conservation district to shape the character of new development to retain the concentration of historic character at this entry to city. This will update data on 12 properties and potentially add 3 additional properties to the Historic Resource Inventory. This work could support interpretive and educational efforts. Refer to "Map 11. Southeast Baker Street, Inventoried Properties" on page 102, "Map 12. Southeast Baker Street, Period Built" on page 103, and "Map 13. Southeast Baker Street, Character Properties" on page 104.

This 9.5-acre area extends along either side of SE Baker Street. Several plats abut the sides of this area (Cozines 2<sup>nd</sup> Addition, Sunnyside Addition), and the area overlaps a portion of the 1865 Original Town plat and a corner of the McMinnville College and McMinnville College 2<sup>nd</sup> additions. This southwest entrance to McMinnville from Highway 18 is an important gateway to the city. The 1852 government land office (GLO) survey map showed a main roadway passing through this same general area, which became the county road by the 1900s, then Sheridan Road, and then Highway 18. By 1912 through 1928, this was an established residential corridor with prominent houses, many of which remain.

Based on preliminary field work, there are 15 single-family residences along this section of SE Baker Street that have a moderate to high level of design and a high level of integrity. Most of the character properties were built between the 1800s and 1919. Most of the area is zoned General Commercial (C-3), placing pressure on the replacement of single-family buildings, with some Office/Residential (O-R) on the east side of the street. This area has the potential to be an important historic character element for the City and heritage tourism, as well as an important commercial area within quick walking distance to the multiple-family residential zone (R-4) to the east.

## 4c. Historic Landmarks Committee & Design Review

The McMinnville Historic Landmarks Committee (HLC) was established by Ordinance No. 4228, and was updated by Ordinance No. 4401 (which repealed Ordinance No. 4228). The enabling language for the Historic Landmarks Committee was more recently updated by Ordinance No. 5035, which brought the enabling language for the Committee into Chapter 2.34 of the McMinnville Municipal Code.

The HLC consists of five at-large members; each member is allowed one vote on the HLC. City Council appoints the HLC members who may serve two consecutive four-year terms. After the completion of these two terms, members may be reappointed to the HLC after a four-year hiatus.



Section 2.34.20 of the McMinnville Municipal Code identifies the role of the HLC as follows:

1. Serve as a hearings body for matters concerning historical and cultural resources listed on the McMinnville Historic Resources Inventory, including the review any alteration, demolition, moving or new construction on a McMinnville Historic Landmark per Chapter 17.65 of the McMinnville Zoning Ordinance.
2. Evaluate and designate historic districts, buildings, structures, sites, and objects as provided by Chapter 17.65 of the McMinnville Zoning Ordinance.
3. Receive requests by any citizen, or may on its own motion make recommendations concerning identifying and preserving significant historic and cultural resources which the Committee determines to be of historical significance to the City, state or nation.
4. Develop or adopt a system, based on historic integrity and significance, for evaluating historic and cultural resources for potential designation as historic landmarks.
5. Compile and maintain a McMinnville Historic Resources Inventory of all historical and cultural resources within the City, the applicable tax lots and addresses, the date of landmark designation, and a brief description of the resource and reasons for inclusion.
6. Conduct surveys, inventories, and studies of potential historic resources, and periodically revise the McMinnville Historic Resources Inventory by adding or deleting properties.
7. Undertake to inform the citizens of, and visitors to the City or McMinnville, regarding the community's history and prehistory; promote research into its history and prehistory; collect and make available materials on the preservation of historic resources; provide information on state and federal preservation programs; document historic resources prior to their alteration, demolition, or relocation and archive that documentation; assist the owners of historic resources in securing funding for the preservation of their properties; and recommend public incentives and code amendments to the McMinnville City Council.
8. Advise and make policy recommendations to the McMinnville City Council and the Planning Commission on matters relating to historic preservation.
9. Perform such other duties relating to historical matters as the McMinnville City Council or Planning Director may request.
10. Have the authority to coordinate its activities with other city, county, state or federal agencies.

Two of the roles assigned to the HLC relate to design review, for alterations and demolitions, and new construction on historic landmark sites (where no structure exists). Guidelines for design review for alterations are outlined in the McMinnville Municipal Code Section 17.65.060. Guidelines for demolition, moving, or new construction are outlined in Section 17.65.050.

## 4d. Historic Registers

The National Register of Historic Places (NRHP) is the official Federal list of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering, and culture. Properties listed in the NRHP may be significant at the local, state, or national level. The National Historic Preservation Act (NHPA) of 1966 created the program which is managed by the National Park Service.

As of March 2018, 7 properties in McMinnville are listed in the NRHP:

- McMinnville Downtown Historic District
- Spencer, Jack, House (1929) – 536 NE 5th Street
- Buchanan Cellers Mill (1888) – 855 E 5th Street
- Cate, Asa F., Farm Ensemble (1880) – 16000 NW Baker Creek Road<sup>2</sup>
- Fenton, Frank W., House (1909) – 434 NE Evans Street
- Pioneer Hall, Linden College (1881) – Fellows Street
- Matthey, Joseph, House (1890) – 10221 Matthey Lane

Three of the individually listed properties within the city limits are classified as “distinctive” within the Historic Resources Inventory:

- Spencer, Jack, House (1929) – 536 NE 5th Street
- Fenton, Frank W., House (1909) – 434 NE Evans Street
- Pioneer Hall, Linden College (1881) – Fellows Street

The Buchanan Cellers Mill, also known as the Houcking Flour Mill, is only listed as “contributory.” The building was listed in the NRHP in 2012.<sup>3</sup>

The McMinnville Downtown Historic district NRHP nomination lists 52 buildings as contributing and 14 as non-contributing. A contributing property is a building, site, structure, or object that adds to the historic significance of the district. A non-contributing property a building, site, structure, or object that does not add to the historic significance of a property. Non-contributing properties may have been altered to the point where they no longer can convey their significance or they may have been constructed outside the period of significance identified for the district. Refer to "Map 2. Existing Historic District" on page 94.

The City of McMinnville does not have its own register of historic places; instead, it classifies properties within its inventory as “distinctive” or “significant.” Distinctive and significant inventoried properties are identified as historic landmarks in the city’s historic preservation ordinance.

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2. This property is technically located outside of the city limits and is, therefore, not under the jurisdiction of the City of McMinnville. However, the property illustrates pre-1900 construction methods and is a significant example of an early multi-unit farm in Yamhill County associated with subsistence farming activity.

3. Margaret Legard, “Buchanan Cellers Mill,” National Register of Historic Places Nomination (Oregon State Historic Preservation Office), [http://heritagedata.prd.state.or.us/historic/index.cfm?do=main.loadFile&load=NR\\_Noms/11001065.pdf](http://heritagedata.prd.state.or.us/historic/index.cfm?do=main.loadFile&load=NR_Noms/11001065.pdf) (accessed March 20, 2018).

## Historic Register Recommendations

The following identifies key properties and areas for further investigation into potential historic register listing.

### INDIVIDUAL REGISTER ELIGIBILITY

Work with Yamhill County and the Oregon SHPO to list the following buildings to the National Register of Historic Places. Conduct preliminary outreach with both parties to gauge interest and evaluate the potential for listing with the SHPO.

- 536 NE 5th St (Yamhill County Law Library). Currently classified as “Distinctive” in the Historic Resource Inventory and listed as A728.
- 434 NE Evans St (Yamhill County). Currently classified as “Distinctive” in the Historic Resource Inventory and listed as A723.

Talk with property owners of the following high integrity houses surveyed as part of the 2018 ILS to gauge their level of interest in listing their property to the National Register. If yes, then work with property owners to provide interior access to prepare floor plans and assess interior spaces for their level of integrity. Utilize data from the survey and draft MPD context to prepare a NRHP nomination.

**Figure 3. Potential Historic Properties**

Property	Historic Name	Year Built	Potential Sources of Significance
307 NE Seventh Street (B358.1)	McCann House	Ca. 1931	Built during a period of limited construction, the 1930s following the stock market crash  Example of the Tudor Revival style in McMinnville
533 NE Davis Street (A377)	Hodson House	Ca. 1895	Development of the Hodson Building in downtown McMinnville  As the residence of a prominent McMinnville merchant  As a well-constructed and heavily ornamented example of the Queen Anne style with Stick Style influences
535 NE Cowls Street (A356)	Rogers House	1912	A well-executed example of the Craftsman style  As the residence of one of the children (Lewis Henderson) of McMinnville’s founding families  As the residence of a prominent McMinnville merchant and the owner of one of the first 10 pharmacies established in the State of Oregon
625 NE Cowls Street (A354)	Hamblin House	1911	An example of an American Foursquare form house

Property	Historic Name	Year Built	Potential Sources of Significance
625 NE Davis Street (B376)	Miller House	1905	A well-constructed example of the American Four-square form  As the residence of a prominent McMinnville farmer

The area north of the downtown commercial district anchored on the eight properties surveyed as part of 2018 ILS project has a high concentration of intact to moderately intact properties.

- Conduct outreach with area residents and property owners to gauge the level of interest in creating a potential locally listed historic district.
- If no, then no action.
- If yes, then conduct neighborhood public meetings to explain and work through the process and provide educational materials on what it means to be listed as a local historic district, explain how this would differ from a NRHP historic district, and the role it could have in shaping design guidelines to inform new construction and development within the neighborhood and how this could serve as a tool for retaining neighborhood character if that is desired by residents and property owners.
- Retain a consultant to assist with preparing the nomination and presenting at the public meetings. Utilize data from this survey and the draft MPD context to complete and submit a nomination.

Overall the potential historic district has a medium level of historic integrity. There are 106 properties within the potential historic district (as well as 4 parking lots). The boundary for the potential district was then drawn to capture the highest concentration of properties and encompass the portion of the plats that retain the historic single-family residential neighborhood feeling.

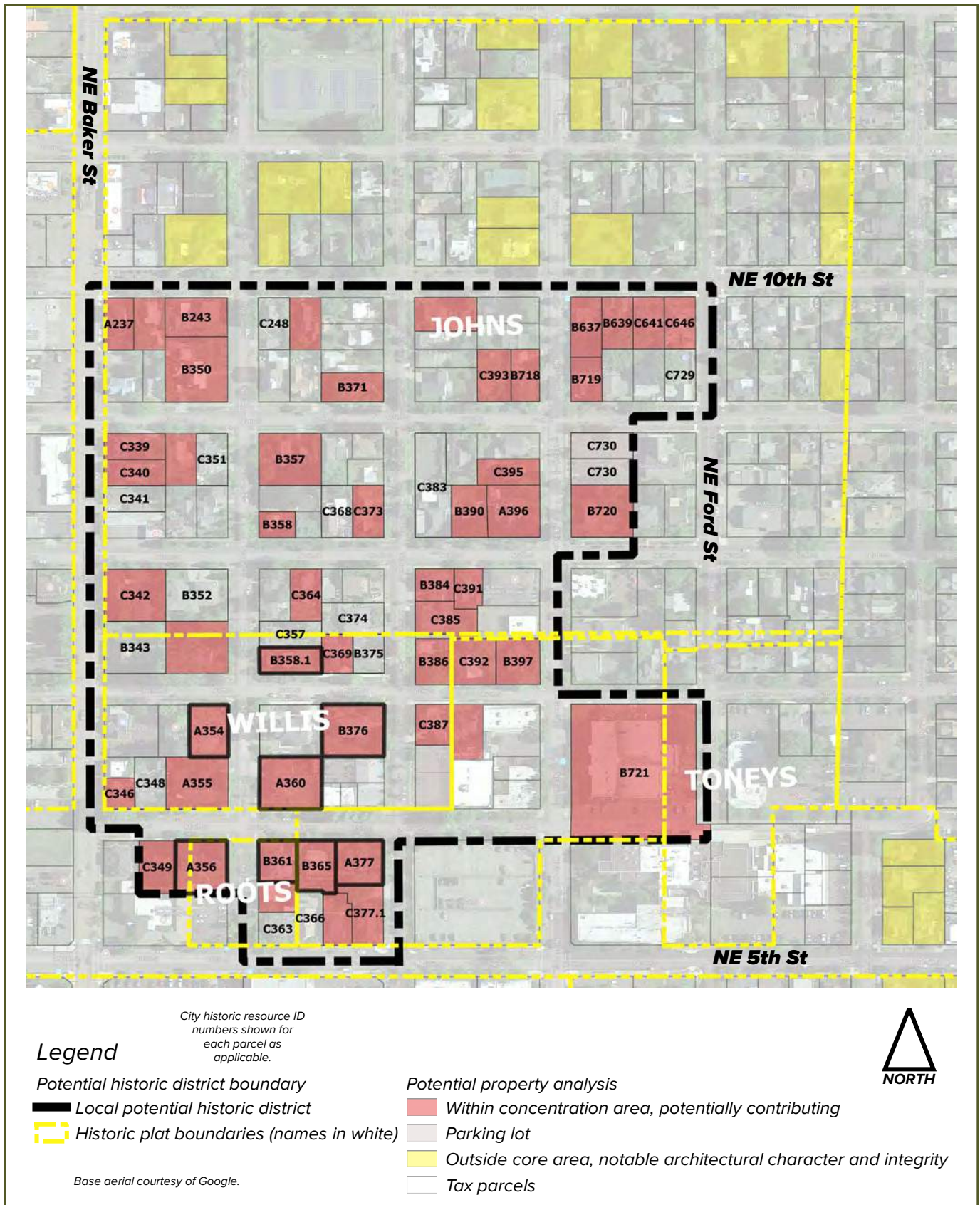
- 51 potential contributing properties (48%)
- 55 non-contributing properties (52%)

Field evaluation of properties focused on the Johns, Willis, Court, and Roots additions. Northwest Vernacular, Inc. reviewed current McMinnville Historic Resource Inventory property status levels and then walked each of the four additions looking at the extent of alterations for each property and marking up field maps. Refer to "Figure 4. City of McMinnville Historic District Eligibility" on page 51 for an overview of the area reviewed.

- Contributing properties are those that retain integrity and convey the historical associations for which the potential district is historically significant.
- Non-contributing buildings are those buildings that have experienced substantial alterations to their exterior visual character. In assessing buildings, the plan, cladding, and windows are the key elements to convey integrity of design, materials, and workmanship. This assessment occurred from the public right-of-way since the visual character evident when walking or driving along the streets is the measure of the integrity of feeling within the historic district. Generally, if two of the three key elements had been substantially altered, then the building was found to be non-contributing, unless there was another factor such as a unique design or historical association that remained



Figure 4. City of McMinnville Historic District Eligibility



intact. Substantial implies that most of the element being altered has been lost, such as replacing all the windows as opposed to just a single window on a side facade. Secondary buildings such as garages were not evaluated as part of this initial assessment.

## 4d. Municipal Regulations

### *Downtown Design Standards and Guidelines*

The City of McMinnville has a set of design standards and guidelines to ensure the protection, enhancement, and preservation of buildings, structures, and other elements in the city's downtown core. The value of this area to the city is further emphasized in the purpose statement of the standards and guidelines which clarifies their intention.

*[I]t is not the purpose of this ordinance to create a “themed” or artificial downtown environment. Rather, its purpose is to build on the “main street” qualities that currently exist within the downtown and to foster an organized, coordinated, and cohesive historic district that reflects the “sense of place,” economic base, and history unique to McMinnville and the downtown core.<sup>4</sup>*

The area subject to the “Downtown Design Standards and Guidelines” is bounded to the west by Adams Street, to the north by 4th Street, to the east by Kirby Street, and to the south by 1st Street. Property immediately adjacent to the west of Adams Street, from 1st Street to 4th Street, is also subject to these standards and guidelines. See "Figure 5: Downtown Design Standards" on page 53.

Properties within this area must complete an application and submit it to the Planning Department for initial review. Minor alterations go through an administrative review with the Planning Director while major alterations and new construction go through review with the HLC. The Downtown Design Standards and Guidelines are currently only located in the Zoning Ordinance in Chapter 17.59. The standards and guidelines address:

- Building and site design, including setback, design, and materials
- Surface parking lots
- Awnings
- Signs

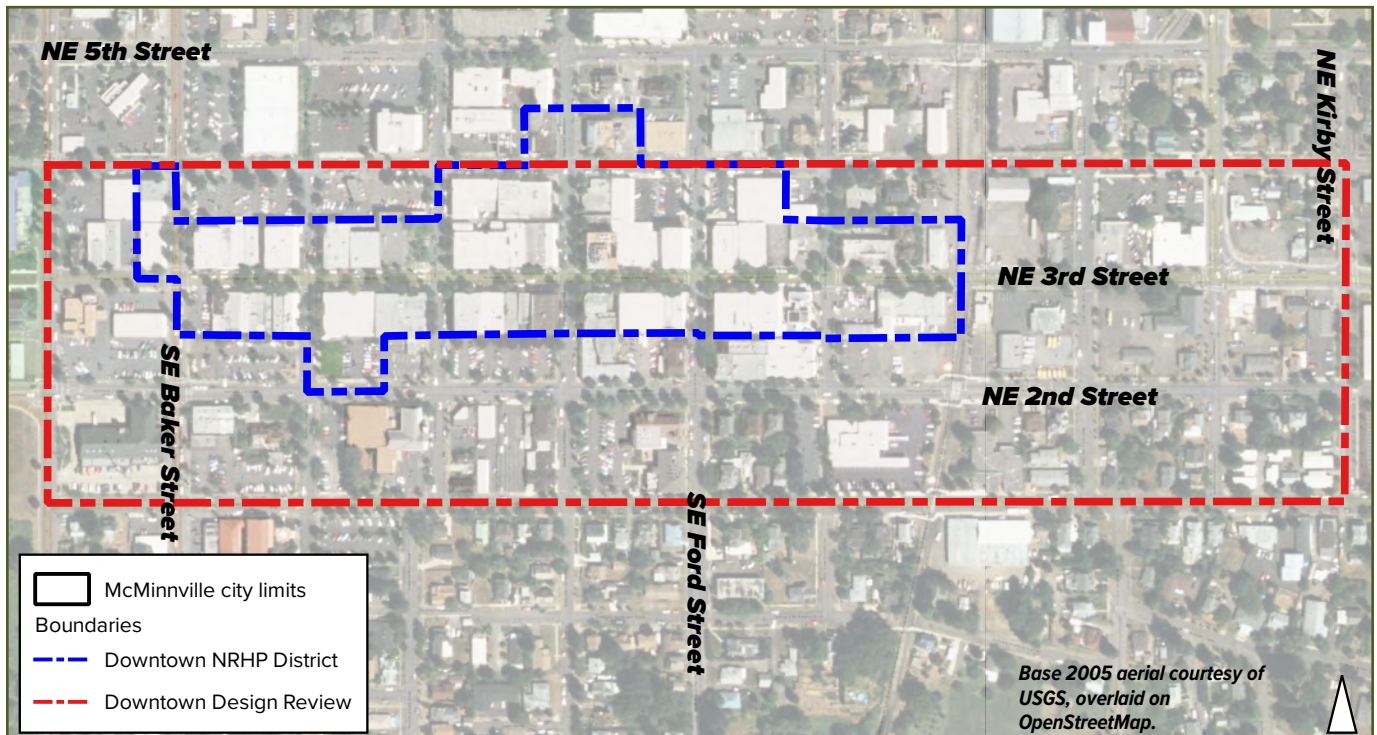
Properties that are within the standards and guidelines boundaries, but that are also listed on the National Register for Historic Places or designated as a historic landmark (i.e. those classified as “distinctive” or “significant”) on the City's Historic Resources Inventory, must also comply with the standards and guidelines specific to historic preservation contained in Chapter 17.65.

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4. “Purpose,” Zoning Ordinance, Chapter 17.59.010, <https://www.mcminnvilleoregon.gov/sites/default/files/fileattachments/planning/page/1341/zoningordinance.pdf>.



**Figure 5: Downtown Design Standards**



## Zoning

Zoning governs the use and development of land in the City of McMinnville. The following states the purpose set forth for the City of McMinnville's zoning.

*17.03.020 Purpose. The purpose of the ordinance codified in Chapters 17.03 (General Provisions) through 17.74 (Review Criteria) of this title is to encourage appropriate and orderly physical development in the city through standards designed to protect residential, commercial, industrial, and civic areas from the intrusions of incompatible uses; to provide opportunities for establishments to concentrate for efficient operation in mutually beneficial relationship to each other and to shared services; to provide adequate open space, desired levels of population densities, workable relationships between land uses and the transportation system, adequate community facilities; and to provide assurance of opportunities for effective utilization of the land resources; and to promote in other ways public health, safety, convenience, and general welfare. (Ord. 4920, §2, 2010; Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).*

The City of McMinnville is projected to grow in population in the future. The Population Research Center at Portland State University recently prepared population forecasts for Yamhill County and the City of McMinnville. Local governments are required by the State of Oregon Department of Land Conservation and Development (DLCD) to use these population forecasts in their land use planning and comprehensive planning processes. The forecasts for the City of McMinnville show an increase in population from 34,293 in 2017 to 44,122 in 2035. By 2067, the population is forecasted to grow to 62,804. As the City of McMinnville grows, there will be redevelopment pressure in existing built environments, which could result in development pressure on historic properties and historic resources throughout the city.

Some areas of the city that have a high number of historic resources may see increased redevelopment pressure based on their current zoning classifications. Based on that, some specific areas were identified to further evaluate to better support the retention of historic resources. These areas were selected after considering the zoning classification and how that may affect historic and potentially historic properties, with the intention of highlighting opportunities to both retain historic character and support population densities and compatible uses. The recommendations provided below should be considered as a component of any long term planning study or analysis completed by the City of McMinnville. However, it should be acknowledged that there are many other factors that need to be considered in the land use planning process outside of the retention of historic resources, which is the focus of the recommendations below.

The following table provides a quick reference for the discussion of zoning change recommendations and how they relate to existing historic buildings.

**Figure 6: Overview of Key Zoning Elements**

<b>ZONE</b>	<b>LOT SIZE MIN.</b>	<b>HEIGHT MAX.</b>	<b>YARD MIN.</b>	<b>DENSITY (LOT AREA PER FAMILY) MIN.</b>
R-1	9000-sqft	35-ft (3 stories)	20-ft front, rear 10-ft side	9000-sqft
R-2	7000-sqft	35-ft (3 stories)	20-ft front, rear 7.5-ft side	7000-sqft
R-3	6000-sqft	35-ft (3 stories)	15-ft front 7.5-ft side 20-ft rear	4000-sqft
R-4	5000-sqft/ 2500-sqft for single family	60-ft (5 stories)	15-ft front 6-ft side 20-ft rear 1 ft increase for each 2ft of building height over 35-ft	1500-sqft (each 2-bedroom unit) 1750-sqft (each 3-bedroom unit)
C-3	NA	80-ft (6-7 stories)	No required yards 20-ft side yard when adjacent to a resi- dential zone	NA
O-R	NA	35-ft (3 stories)	15-ft front Side and rear vari- able depending on context	NA

## R-4 MULTIPLE-FAMILY RESIDENTIAL ZONE

This zoning district permits greater density than other residential zones (R-1, 2, 3) through smaller lot size allowances and nearly double the allowable building height.

Recommend further analysis of the zoning of the following areas to better support the retention of historic single-family houses, single-family residential uses, and historic development patterns.

- South area along SE Cows Street, SE Lincoln Street, and SE Davis Street (near SE Lincoln Street) which generally corresponds to the more intact, and older houses within the area.
- North area bounded by NE Baker Street (west), NE Ford Street (east), NE 10th Street (north), and NE 6th Street (south), which generally corresponds to the potential historic district area.

The above areas generally exhibit characteristics more closely related to the current R-1 zoning. They have 9,000 to 16,000 square foot lots, often with 20-foot front yards, and large 3-story, multi-bedroom residences. The height increase allowable under R-4 is a significant visual change within the neighborhoods. The greater height allowance can lead to an increase in property values to reflect the development potential and encourage the merging of smaller parcels to construct larger buildings.<sup>5</sup> However, density limitations within the R-4 zone will reduce the potential for large-scale buildings and redevelopment projects to take place on the relatively small lots that exist in the area. The merging of smaller parcels could occur, but would require the acquisition of multiple properties.

The intent is to keep historic development patterns evident and to utilize past development patterns to guide the location of denser new development. The city's historic single-family residential neighborhood growth around the downtown core remains an important feature of the city and its history. Multiple family site and design standards could be a tool to better integrate redevelopment and new uses within these areas. Overlay districts or alterations to permitted uses related to historic resources may be other tools to support the retention or reuse of existing historic single family homes.

## C-3 GENERAL COMMERCIAL ZONE

This zoning is focused on commercial uses (including multiple-family) with an allowance for owner-occupied residence in the same building as a business. The zone permits greater density than other residential zones (R-1, 2, 3) through smaller lot size allowances and nearly double the allowable building height.

Recommend further analysis of the following areas to better support the retention of historic single-family houses through alternative uses. The analysis could consider the potential use of the O-R zone in some of the following areas.

- North area, bounded by NE Baker Street (west), NE 6th Street (north), NE 5th Street (south), and NE Cows Street (east). This area is part of the south end of a potential historic district. The area contains both single and multiple-family buildings and is one of the last examples of what historically was single family housing along the edge of the downtown core. This area could provide an

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5. These patterns are already evident in apartment buildings constructed within the southeast and east portions of the south area, such as 501 SE Davis Street, 230 SE Evans Street, 615 SE Washington Street, and 421 SE Evans Street.

important transition buffer to the single-family housing north of NE 6th Street.

- West area, along the west side of NW Adams Street, between NW Park Drive (south) and NW 6th Street (north). This area is the east edge of a potential residential historic district and contains three potentially contributing properties. This area could provide an important transition buffer to the single-family housing west along NW 5th Street.
- East area, north and east of the intersection of NE Galloway Street and NE 4th Street. This area contains single-family residences with high design and integrity levels along the east edge of the downtown core.
- South area, southeast of the intersection of NE Ford Street and NE 2nd Street. This area contains six of the highest design and high integrity single-family residences in the downtown core. These properties represent an important part of the city's development history. Due to their scale they are unlikely to be retained for single-family use.
- Southwest area, along the west side of SE Baker Street, between SE 1st Street (north) and SE Handley Street (south). This area contains moderate to high design and high integrity single-family residences along this key entry corridor to the city. These properties represent an important part of the character of this corridor and the city's development history.

#### O-R OFFICE/RESIDENTIAL ZONE

This zoning has two beneficial purposes, described below.

*17.24.010 Purpose. The purpose and intent of this zone is at least two-fold. One, it may be used to provide a transition and buffer area between commercially zoned and residentially zoned areas; and two, it is intended to provide an incentive for the preservation of old and historical structures. It may also serve as a buffer zone along major arterials between the roadway and the interior residential areas. Therefore, the requirements set forth herein should be interpreted in relationship to the protection of abutting residential areas. Implementation and interpretation should take into consideration those factors conducive to a healthy place to live, and improvements should be in scale and relationship to surrounding property uses. (Ord. 4128 (part), 1981; Ord. 3380 (part), 1968).*

Recommend further analysis of the following area.

- North area bounded by NE 6th Street (south), NE 7th Street (north), and along either side of NE Cows Street and NE Davis Street. This area is currently in single-family use and is part of the recommended potential historic district.

## 4e. Incentives and Benefits

This section outlines the financial incentives and benefits currently available to historic properties and historic preservation-related activities in the city of McMinnville. This list is not exhaustive and these incentives may change over time.

### *Local Incentives*

The following financial incentives are locally financed.

#### FACADE GRANT PROGRAM

The Facade Grant Program is a matching grant program of the City of McMinnville Urban Renewal Agency for property within the Urban Renewal District. The maximum individual grant is limited to \$2,500. A minimum private match of 100% (1:1) of the grant amount is required.

Eligible applicants include property owners of commercial or industrial zoned buildings within the Urban Renewal District and business owners or tenants of commercial or industrial zoned buildings within the District with property owner consent. The grant funds are to be used for existing exterior facade improvements on any street-facing building wall.

#### FREE DESIGN ASSISTANCE PROGRAM

This program offers 10 free hours (or \$1,000) of architectural/conceptual/design services for an eligible property. Properties must be located within the Urban Renewal Zone (see Figure 1). This appears to be the only local incentive that is available to single-family residential properties, albeit just those located in the Urban Renewal District.

#### DEVELOPMENT LOAN/GRANT PROGRAM

This program, offered through the McMinnville Urban Renewal Agency, provides an ongoing source of gap financing for new construction or substantial rehabilitation projects that provide an immediate increase in assessed value and support additional goals identified in the McMinnville Urban Renewal Plan. Loans are available up to 20% of construction costs, but they cannot exceed \$100,000 and are subject to funding availability. Projects must be located within the McMinnville Urban Renewal District and meet other eligibility requirements.

### *State Incentives*

These financial incentives are either administered through the Oregon State Historic Preservation Office as part of the Oregon Parks & Recreation Department or at least offered in connection with the SHPO. Questions related to grants should be directed to the Grants and Outreach Coordinator and more information is available on the SHPO website at <http://www.oregon.gov/oprd/HCD/SHPO/Pages/index.aspx>.

#### SPECIAL ASSESSMENT

Established in 1975, Oregon's Special Assessment of Historic Property Program was the nation's first state-level historic preservation tax incentive. The program specially assesses a property's assessed value



for 10 years. It is most effective when the program is in place prior to any substantial rehabilitation of the property. This incentive is available to both commercial and residential properties, though more readily used and applicable to commercial properties. Per the 2008 State Taskforce report on the incentive: “The complicated nature of “special assessment” has inadvertently triggered much higher taxes for some participants (primarily residential) at the end of their terms than they would have had if they had not participated in the program.”<sup>6</sup>

Basic program requirements are as follows:

- The property must be listed in the National Register of Historic Places, either individually or as a contributing property in a historic district, or be considered historic by the State Historic Preservation Officer, and listed within two years of being certified for the benefit program.
- A preservation plan must be prepared that outlines substantial rehab work the building will undergo during the 10-year period, with emphasis on exterior rehabilitation of the structure.
- There is an application fee equal to 1/10 of 1% (0.001) of the assessed value.
- 10% of the total real market value (RMV) of the property must be invested in rehabilitation within the first five years of the program. For most properties, this includes the RMV of both the building (improvements) and the land.
- State Historic Preservation Office (SHPO) approval or local government approval, whichever is appropriate, is needed for exterior projects, and interior projects of substance.
- An approved plaque provided by the Oregon SHPO must be installed on the building.

## PRESERVING OREGON GRANT

Preserving Oregon Grant Program is administered by the Oregon State Historic Preservation Office (SHPO). Grant funds are to be used for rehabilitation work on properties listed in the National Register of Historic Places, or significant work contributing to identifying, preserving and/or interpreting archaeological sites. As of the 2017-19 biennium, grant funds may be awarded for amounts up to \$20,000 and require a match of 100% (1:1), which can be in the form of cash, in-kind donations, and volunteer time. While commercial properties may be eligible, they need to have exceptional significance and/or extraordinary public benefit to compete. Higher priority is given to publicly owned resources and private non-profit resources, and properties that offer the greatest public benefit through visual access and interpretive/educational value.

Within the Preserving Oregon Grant program there is also the **Diamonds in the Rough Grant Program** (at least for the 2017-2019 biennium). This program provides grants to restore or reconstruct the facades of buildings that have been heavily altered over the years. The purpose is to return them to their historic appearance and potentially qualify them for historic register designation (local or national). Grants may be awarded up to \$20,000. These grants are funded in part by the Oregon Cultural Trust.

## OREGON HERITAGE GRANT

The Oregon Heritage Commission administers the Oregon Heritage Grant Program, which provides matching grants to non-profit organizations, federal recognized tribal governments, universities, and local governments for projects that conserve, develop, or interpret Oregon’s heritage. Currently, \$200,000 per

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6. Report of the Task Force on Historic Property (2008), 5.



biennium is available, but awards generally range between \$3,000 and \$20,000. Grants are made for no more than 50 percent of total project costs.

#### OREGON HISTORIC CEMETERIES GRANT

The Oregon Commission on Historic Cemeteries (OCHC) offers Historic Cemetery Grants to provide financial assistance in the following general categories: Protection and Security, Restoration and Preservation, Education and Training, Research and Interpretation. Eligible projects may include, but aren't limited to: security needs, training, conservation of historic elements such as curbs, markers, etc., documentation and mapping, signage, landscape restoration and planning.

#### OREGON MUSEUM GRANT

The Oregon Heritage Commission offers matching grants to public and non-profit heritage museums that meet certain qualifications. The grants support Oregon museums in projects for the collection and management of heritage collections, for heritage-related tourism, and heritage education and interpretations. Currently, \$110,000 per biennium is available.

#### OREGON MAIN STREET REVITALIZATION GRANT

This grant supports downtown revitalization efforts in communities participating in the Oregon Main Street Network (e.g. McMinnville Downtown Association). The purpose of the program is to acquire, rehabilitate, and construct buildings on properties in designated downtown areas statewide; and facilitate community revitalization that will lead to private investment, job creation or retention, establishing or expanding viable businesses, or creating a stronger tax base. Grants may be awarded up to \$100,000. Grants may fund up to 70% of project costs. 30% of project costs must be matched. Match can be in the form of cash, in-kind donations, and volunteer time. The match requirement may include necessary project "soft" costs for professional service (i.e. architectural or engineering studies directly related to the project/property). Project costs outside of the grant period do not qualify as match.

### *Federal Incentives*

#### FEDERAL TAX CREDIT

This program is for income-producing buildings only (commercial and residential rental). A 20% income tax credit is available for the rehabilitation of historic, income-producing buildings that are determined by the Secretary of the Interior, through the National Park Service, to be "certified historic structures." The State Historic Preservation Offices and the National Park Service review the rehabilitation work to ensure that it complies with the Secretary's Standards for Rehabilitation. The Internal Revenue Service defines qualified rehabilitation expenses on which the credit may be taken. Owner-occupied residential properties do not qualify for the federal rehabilitation tax credit.

## 4f. Education and Advocacy

This section summarizes current education and advocacy efforts occurring in the city of McMinnville. While the City itself is not an advocacy organization, it can partner with and support advocacy efforts to help raise awareness about historic preservation. The following are programs or organizations that currently promote historic preservation and community heritage. For recommendations on new programs and outreach efforts, see Goal 1 in Chapter 4: Goals, Policies, and Proposals.

## *City of McMinnville Historic Preservation Awards*

The City has re-established their awards program for historic preservation. The purpose of the awards program is to acknowledge property owners or individuals that are helping to preserve McMinnville's history, and also to increase the community's awareness of historic preservation efforts going on in the city.

## *McMinnville Downtown Association*

Established in 1986, the McMinnville Downtown Association (MDA) is a non-profit committed to partnering with member businesses to ensure downtown McMinnville is a safe and beautiful space that members of the community can enjoy for years to come. MDA is McMinnville's Main Street program and utilizes the National Main Street Center's Four-Point Approach® (design, organization, economic vitality and promotions) to organize and maintain a refreshingly vibrant downtown district.

The Main Street Four-Point Approach® is a unique preservation-based economic development tool that enables communities to revitalize downtown and neighborhood business districts by leveraging local assets - from historic, cultural, and architectural resources to local enterprises and community pride. It is a comprehensive strategy that addresses the variety of issues and problems that challenge traditional commercial districts.

The MDA also maintains the Historic Mac website ([www.historicmac.com](http://www.historicmac.com)) which highlights downtown McMinnville's history, architecture, and important people. The website is the digital version of the Stroll McMinnville brochure, which is a walking tour of the Downtown McMinnville Historic District, available at <http://www.historicmac.com/pub/doc/Historic-Walking-Map.pdf>.

## *Yamhill County Historical Society*

The Yamhill County Historical Society (YCHS) is a non-profit educational and public service organization engaged to protect, preserve, and share the history and heritage of Yamhill County. YCHS operates two locations, the Historic Lafayette Museum in Lafayette and the Yamhill Valley Heritage Center just southwest of McMinnville. The Miller Log Cabin Museum at the Lafayette site houses the Ruth Stoller Research Library containing photos, genealogical and archival materials, and books on local history. The Yamhill Valley Heritage Center is a 12 acre site with several buildings housing a saw mill, a blacksmith shop, and an incredible fleet of antique farm vehicles. For more information on YCHS and their educational programs, visit <https://www.yamhillcountyhistory.org/>.

# 5. GOALS, POLICIES, & PROPOSALS

McMinnville is already a vibrant city known for its historic character. The success of historic preservation efforts within the city have fostered community pride in the city's historic resources.

This chapter utilizes the format established in McMinnville's comprehensive plan and is organized by goals, policies, and proposals.

- **Goals** are broadly-based statements intended to set forth the general principles on which historic preservation decisions will be made.
- **Policies** are the more precise and limited statements intended to further define goals.
- **Proposals** are the possible courses of action available to the City and stakeholders to implement the goals and policies.

This chapter outlines the following four goals and their related policies and proposals to guide the City of McMinnville's historic preservation program:

- Goal 1: Increase Public Awareness and Understanding of McMinnville's History and its Historic Preservation Program
- Goal 2: Encourage the Preservation and Rehabilitation of Historic Resources
- Goal 3: Document and Protect Historic Resources
- Goal 4: Increase Heritage Tourism

## Goal 1: Increase Public Awareness and Understanding of McMinnville's History and its Historic Preservation Program

Vibrant historic preservation programs must go beyond just following their preservation ordinance and seek ways to make connections between the community and preservation. McMinnville's historic resources contribute to its overall character and make it a desirable place to live, work, and visit. Promoting McMinnville's history and its historic preservation program—what it is, why it's important, and what it can do for the community—will help residents better understand McMinnville's history, its efforts to preserve that history, and how it affects them.

### Policy 1.A. Promote Historic Preservation Month every May

- Proposal 1.A.1. Continue to host an annual McMinnville Historic Preservation Awards program and invite community input. Consider creating categories for the nominations to promote a variety of projects. Examples could include: Downtown Rehabilitation, Residential Rehabilitation, Leadership in Preservation, Organization in Preservation, or Community Engagement.

- Proposal 1.A.2. Host (or co-host) at least one other preservation-related activity or event during the month of May and encourage HLC members to participate. Potential events include This Place Matters, a trivia night at a local coffee shop or pub, a walking tour, or scavenger hunt. Staff time is limited, so try to co-sponsor events or partner with other groups already hosting events.

**Policy 1.B. Partner with related organizations on programs to establish connections between historic preservation and other city interests**

- Proposal 1.B.1. Consider hosting or sponsoring additional events, either during Preservation Month or the rest of the year.
- Proposal 1.B.2. Set up a booth at the McMinnville Farmers Market. Have informational brochures available on the historic preservation program and the Historic Resources Inventory along with the Stroll Mac walking tour. The Farmers Market is located near the downtown historic district and provides an opportunity to encourage residents to take in their historic resources.
- Proposal 1.B.3. Collaborate with the Yamhill County Historical Society and McMinnville Downtown Association to host a lunchtime walking tour or host a tour in conjunction with McMinnville's 3rd on 3rd (Monthly on the 3rd Friday, 27 storefronts and galleries along McMinnville's historic downtown 3rd Street are open late).
- Proposal 1.B.4. Host research sessions (parties) for property owners or neighborhood residents to bring in an address and get help researching the history of the property. Work with the historical society to identify historic photographs of neighborhoods and streetscapes and then take contemporary photographs to do a "then" and "now" profile. Work with volunteers to research a brief (250 words maximum) write up on what changes occurred between the two photos and the significance of the view or neighborhood.
- Proposal 1.B.5. Attend and present information about the historic preservation program at a meeting of the Yamhill County Association of Realtors to help educate real estate agents on the Historic Resources Inventory, financial incentives, and design review.
- Proposal 1.B.6. Work with the Urban Renewal Board to utilize historic preservation as a key revitalization tool supporting both the historic character and regional destination draw of downtown and the larger Urban Renewal Area. Historic preservation can anchor place identity and support an authentic experience for visitors while providing a context for compatible new development. This would support Goal 7 Historic Preservation of the Urban Renewal Plan.
- Proposal 1.B.7. Partner with tribal organizations or consultants to further research and document the history of human settlement in the McMinnville area prior to European explorer arrival to expand the Historic Context section of the Historic Preservation Plan.

**Policy 1.C. Increase interpretation efforts of the city's historic resources**

- Proposal 1.C.1. Reprint the existing walking tour brochure (Stroll Historic McMinnville) and distribute it to downtown businesses, the library, and various city offices with public interaction.
- Proposal 1.C.2. Develop additional walking tours through McMinnville, possibly offshoots from the downtown historic district into the residential neighborhoods. Utilize content from survey work recommendations outlined in the preservation plan. Work with neighborhood groups to develop and participate in these tours.

- Proposal 1.C.3. Support the character and place identity of neighborhoods within the city through survey and historic context research to understand the unique history and their role relative to the growth and development of McMinnville. This can help support a connection between residents and their neighborhood's history, the preservation of buildings, and education through walking tours.

#### **Policy 1.D. Increase and streamline the historic preservation program's media presence**

- Proposal 1.D.1. Add "Historic Preservation" as a sub-category under Planning on the city web-page's prominent toolbar under the "Government" tab
- Proposal 1.D.2. Streamline the historic preservation program's website. Consider using drop-down menus or collapsible lists to make information easy to find at-a-glance. There is a lot of good information on the website, but a visitor needs to know what they're looking for or else they could be overwhelmed. Move the Supporting Documents PDF links up before the Historic Resource Inventory List or add them to the Informational Brochures page. Add a map to the Zoning & Maps tab that is the Historic Resource Inventory showing the color coded ranking and resource number as an alternate means for residents to find out which properties are on the inventory. Convert the Historic Resource Inventory list to a collapsible list.
- Proposal 1.D.3. Make design review easier to find on the website. The guidelines are currently located in Chapter 17.59 of the Zoning Ordinance. They should be copied into their own document to make them easy to find for applicants.
- Proposal 1.D.4. Incorporate GIS mapping of historic properties on the website, either as an interactive map or a PDF.

## Goal 2: Encourage the Preservation and Rehabilitation of Historic Resources

This goal focuses on the nuts and bolts of owning a historic property and how the City of McMinnville can be a resource to property owners. Lack of information and funds were two key constraints to maintaining historic properties that came up during the community survey and stakeholder interviews.

#### **Policy 2.A Promote local, state, and federal incentives available to historic resources**

- Proposal 2.A.1. Create a list of all the incentives available to historic resources and place it on the city's historic preservation website. Consider creating a graphic handout to have available at any public outreach events (e.g. workshops with real estate and construction professionals).
- Proposal 2.A.2. Consider increasing the maximum individual grant amount of the facade grant program to \$5,000 to allow for projects with a greater impact.
- Proposal 2.A.3. Consider making the facade grant program available to houses (either active rentals or owner-occupied) that are listed on the Historic Resource Inventory as distinctive or significant and to assist with in-kind repairs to character-defining features to directly support integrity retention. This would support work such as repainting, or repairs to wood windows, but would not include the replacement of wood windows.

- Proposal 2.A.4. Explain what properties are eligible for using the Free Design Assistance Program. This appears to be the only local incentive that is available to single-family residential properties, albeit just those located in the Urban Renewal District.

**Policy 2.B Strengthen the integration of historic preservation in city planning to capitalize on neighborhood history and character as City assets.**

- Proposal 2.B.1. Update city zoning per recommendations in this plan to encourage the retention of historic residential character in key areas around the downtown.
- Proposal 2.B.2. Coordinate city guiding policies with preservation planning by keeping city departments/boards/committees apprised of HLC actions and priorities.
- Proposal 2.B.3. Research the use of conservation district overlays in other communities as an alternative to zoning changes.
- Proposal 2.B.4. Consider establishing a conservation district overlay to help retain historic residential character in key areas around the downtown.
- Proposal 2.B.5. Work with utility providers to develop standards for the provision of modern utility services to historic resources and historic buildings. Provision of modern utility services shall be coordinated and integrated into the design process to ensure the preservation of the resource or building's historic character.

## Goal 3: Document and Protect Historic Resources

The City of McMinnville's historic resources inventory, particularly with its classifications, is an important planning tool. It helps the planning department know where and what types of historic resources exist throughout the city. The inventory also functions as the city's landmarking process, allowing the city and the HLC to protect those resources through the design review process. As a result, it is critical for the city to develop a system to regularly add to and assess the inventory to ensure the inventory is accurate and reflects the breadth of the city's historic resources. The city and HLC should also consider their design review process to ensure owners of inventoried properties can easily navigate the process.

**Policy 3.A. Regularly update the Historic Resources Inventory**

- Proposal 3.A.1. HLC and staff review per Zoning Ordinance section 17.65.030 of survey work conducted since 1984 to classify surveyed properties as "distinctive," "significant," "contributory," or "environmental." Conduct public notice and public meetings per Zoning Ordinance section 17.65.070 associated with applying these changes to the inventory.
- Proposal 3.A.2. Update the inventory after each survey project so the field work, research, and inventory updates are all closely related.
- Proposal 3.A.3. Work with Yamhill County to include the Historic Resources Inventory classification on property titles. This would start with new transactions and would not be retroactive. This would support the network of real estate agents in their effort to inform prospective property owners of any regulatory requirements associated with a new home and also provides a measure of predictability for new home buyers that the character of the neighborhood they are buying into will not change dramatically and reduce their property value.
- Proposal 3.A.4. Develop and promote an application process for historic resource designation so that property owners can volunteer to designate their properties for consideration.
- Proposal 3.A.5. Encourage volunteers to help with updating the local inventory and establish a mechanism which can allow them to share information they gather with the City.



### **Policy 3.B. Create tools to better assist applicants through the design review process**

- Proposal 3.B.1. Develop illustrated design guidelines, grounded in the Secretary of the Interior's Standards, to ensure consistency and fairness in design review.
- Proposal 3.B.2. Consider posting an example completed application on the city website to demonstrate to applicants how to successfully navigate the design review process.
- Proposal 3.B.3. Consider establishing multi-family design standards for the residential properties which surround downtown.

### **Policy 3.C. Train the HLC and staff**

- Proposal 3.C.1. Encourage HLC members and staff to regularly attend SHPO trainings for CLGs. This provides an important opportunity for HLC members to talk with other commission members and experience how other communities approach historic preservation.
- Proposal 3.C.2. Work with Yamhill County to host CLG training
- Proposal 3.C.3. Continue internal conversations between planning staff and the city's building official to ensure departments are working well together.
- Proposal 3.C.4. Invite the city's building code official to workshops and other continuing education events to ensure they are up-to-date on historic preservation efforts and policies in the city.

### **Policy 3.D. Continue to explore National Register nominations**

- Proposal 3.D.1 Evaluate the viability of a north downtown residential nomination.
- Proposal 3.D.2 Work with Linfield College on a Historic Resources Inventory and potential campus nomination.
- Proposal 3.D.3 Evaluate a MPD for "Historic Granaries of McMinnville"
- Proposal 3.D.4 Explore a landscape nomination for City Park.

### **Policy 3.E. Implement survey recommendations identified in chapter 4.**

- Proposal 3.E.1. Review findings from survey work conducted since 1984 to update the Historic Resource Inventory.
- Proposal 3.E.2. Conduct a reconnaissance level survey in the Hayden, Saylors, Baker, and Martin Additions.
- Proposal 3.E.3. Conduct a reconnaissance level survey to document the residential properties around the downtown area, particularly Rowlands Addition.
- Proposal 3.E.4. Conduct a reconnaissance level survey of Chandler's 2nd Addition to include properties built through 1969 (or 50 years prior to whatever year the survey is conducted).
- Proposal 3.E.5. Conduct a reconnaissance level survey along SE Baker Street
- Proposal 3.E.6. Develop design review guidelines for the properties along SE Baker Street (or establish a conservation district) to retain the concentration of historic character at this entry to the city.

### **Policy 3.F. Provide resources for historic property owners to protect their historic properties**

- Proposal 3.F.1. Consider conducting a survey of the downtown historic district to identify those properties which may be vulnerable to damage during a seismic event.
- Proposal 3.F.2. Assist property owners within the district as they carry out seismic retrofitting. This could be making them aware of any available financial incentives or working with groups of owners (with adjacent properties on a single block) to jointly tackle retrofits.

## **Goal 4: Increase Heritage Tourism**

Heritage tourism is defined by the National Trust for Historic Preservation as,

*[T]raveling to experience the places, artifacts, and activities that authentically represent the stories and people of the past and present. It includes visitation to cultural, historic, and natural resources. Research and planning for Heritage Tourism would include identifying local or regional points of interest, developing or organizing those points of interest for visitation, and developing promotional and informational materials and guides for distribution to travelers and tourists through tourism bureaus, chambers of commerce, and by other marketing methods.<sup>1</sup>*

McMinnville is already a destination and its rich history and built environment add to the city's appeal for tourists and residents, alike. Heritage tourism helps promote the city's history and is also good for the economy, as a 2003 study by the Travel Industry Association of America indicates, with heritage and cultural tourists spending more money and staying longer than other travelers.<sup>2</sup>

### **Policy 4.A Amplify the heritage tourism program for McMinnville**

- Proposal 4.A.1 Work with Visit McMinnville to expand visitor awareness of McMinnville's heritage and historic resources online as a heritage tourism attractor.
- Proposal 4.A.2 Coordinate efforts to promote McMinnville as a destination for visitors with Visit McMinnville during Historic Preservation month.

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1. Jamesha Gibson, "[Preservation Glossary] Today's Word: Heritage Tourism," *National Trust for Historic Preservation*, <https://savingplaces.org/stories/preservation-glossary-todays-word-heritage-tourism#.Wz5YR9hKg0o> (accessed July 5, 2018).

2. U.S. Department of Commerce and the President's Committee on the Arts and the Humanities, "A Position Paper on Cultural & Heritage Tourism," <https://www.oregon.gov/oprd/HCD/FINASST/docs/05WhitePaperCultHeritTourism.pdf> (accessed July 5, 2018).

# 6. IMPLEMENTATION

The following section divides the proposals from the previous chapter (Chapter 5: Goals, Policies, and Proposals) into short-term, mid-term, long-term, and ongoing activities over a 15-year period starting in 2019 (2019-2033). The proposals are sequenced in order to help the planning department prioritize activities and build upon previous work.

- Short-term: between 2019 and 2023. This phase focuses on public education and outreach and updating the inventory with survey work from recent years.
- Mid-term: between 2024 and 2028. This phase builds on education and outreach and begins additional inventory work and policy updates.
- Long-term: between 2029 and 2033. This phase continues education, outreach, and inventory work and finalizes policy and program updates.
- Ongoing: these proposals will continue each year and directly support the proposals outlined in each phase.

The proposals were developed from a review of the historic preservation ordinance, conversations with planning staff, interviews with stakeholders, and a community online survey.

**Figure 7. Implementation Matrix**

TERM	PROPOSAL	SUPPORTING GOAL & POLICY	SUGGESTED PARTICIPANTS
Short-term	Set up a booth at the McMinnville Farmers Market. Have informational brochures available on the historic preservation program and the Historic Resources Inventory along with the Stroll Mac walking tour.	Goal 1, Policy 1.B	City of McMinnville, HLC
Short-term	Support the character and place identity of neighborhoods within the city through survey and historic context research to understand the unique history and their role relative to the growth and development of McMinnville. This can help support a connection between residents and their neighborhood's history, the preservation of buildings, and education through walking tours.	Goal 1, Policy 1.C	City of McMinnville, HLC, Consultant

<b>TERM</b>	<b>PROPOSAL</b>	<b>SUPPORTING GOAL &amp; POLICY</b>	<b>SUGGESTED PARTICIPANTS</b>
Short-term	Add “Historic Preservation” as a sub-category under Planning on the city web-page’s prominent toolbar under the “Government” tab	Goal 1, Policy 1.D	City of McMinnville
Short-term	Streamline the historic preservation program’s website. Consider using drop-down menus or collapsible lists to make information easy to find at-a-glance. There is a lot of good information on the website, but a visitor needs to know what they’re looking for or else they could be overwhelmed. Move the Supporting Documents PDF links up before the Historic Resource Inventory List or add them to the Informational Brochures page. Add a map to the Zoning & Maps tab that is the Historic Resource Inventory showing the color coded ranking and resource number as an alternate means for residents to find out which properties are on the inventory. Convert the Historic Resource Inventory list to a collapsible list.	Goal 1, Policy 1.D	City of McMinnville
Short-term	Make design review easier to find on the website. The guidelines are currently located in Chapter 17.59 of the Zoning Ordinance. They should be copied into their own document to make them easy to find for applicants.	Goal 1, Policy 1.D	City of McMinnville
Short-term	Consider posting an example completed application on the city website to demonstrate to applicants how to successfully navigate the design review process	Goal 3, Policy 3.B	City of McMinnville
Short-term	Encourage HLC members and staff to regularly attend SHPO trainings for CLGs. This provides an important opportunity for HLC members to talk with other commission members and experience how other communities approach historic preservation.	Goal 3, Policy 3.C	City of McMinnville, HLC

<b>TERM</b>	<b>PROPOSAL</b>	<b>SUPPORTING GOAL &amp; POLICY</b>	<b>SUGGESTED PARTICIPANTS</b>
Short-term	Consider conducting a survey of the downtown historic district to identify those properties which may be vulnerable to damage during a seismic event.	Goal 3, Policy 3.D	City of McMinnville, Consultant
Short-term	Review findings from survey work conducted since 1984 to update the Historic Resource Inventory.	Goal 3, Policy 3.E	City of McMinnville, HLC
Short-term	Incorporate GIS mapping of historic properties on the website, either as an interactive map or a PDF.	Goal 1, Policy 1.D	City of McMinnville
Short-term	Research the use of conservation district overlays in other communities as an alternative to zoning changes.	Goal 2, Policy 2.B	City of McMinnville, Consultant
Short-term	Evaluate the viability of a north downtown residential nomination.	Goal 3, Policy 3.D	City of McMinnville, Consultant
Ongoing	Host an annual McMinnville Historic Preservation Awards program and invite community input. Consider creating categories for the nominations to promote a variety of projects.	Goal 1, Policy 1.A	City of McMinnville
Ongoing	Reprint the existing walking tour brochure (Stroll Historic McMinnville) and distribute it to downtown businesses, the library, and various city offices with public interaction.	Goal 1, Policy 1.C	City of McMinnville, McMinnville Downtown Association, HLC
Ongoing	Update the inventory after each survey project so the field work, research, and inventory updates are all closely related.	Goal 3, Policy 3.A	City of McMinnville
Ongoing	Continue internal conversations between planning staff and the city's building official to ensure departments are working well together.	Goal 3, Policy 3.C	City of McMinnville
Ongoing	Coordinate city guiding policies with preservation planning by keeping city departments/boards/committees apprised of HLC actions and priorities.	Goal 2, Policy 2.B	City of McMinnville
Ongoing	Encourage volunteers to help with updating the local inventory and establish a mechanism which can allow them to share information they gather with the City.	Goal 3, Policy 3.A	City of McMinnville, HLC

<b>TERM</b>	<b>PROPOSAL</b>	<b>SUPPORTING GOAL &amp; POLICY</b>	<b>SUGGESTED PARTICIPANTS</b>
Ongoing	Invite the city's building code official to workshops and other continuing education events to ensure they are up-to-date on historic preservation efforts and policies in the city.	Goal 3, Policy 3.C	City of McMinnville
Mid-term	Collaborate with the Yamhill County Historical Society and McMinnville Downtown Association to host a lunch-time walking tour or host a tour in conjunction with McMinnville's 3rd on 3rd (Monthly on the 3rd Friday, 27 storefronts and galleries along McMinnville's historic downtown 3rd Street are open late).	Goal 1, Policy 1.B	City of McMinnville, McMinnville Downtown Association, HLC, Yamhill County Historical Society
Mid-term	Host research sessions (parties) for property owners or neighborhood residents to bring in an address and get help researching the history of the property. Work with the historical society to identify historic photographs of neighborhoods and streetscapes and then take contemporary photographs to do a "then" and "now" profile. Work with volunteers to research a brief (250 words maximum) write up on what changes occurred between the two photos and the significance of the view or neighborhood.	Goal 1, Policy 1.B	City of McMinnville, HLC, Yamhill County Historical Society
Mid-term	Attend and present information about the historic preservation program at a meeting of the Yamhill County Association of Realtors to help educate real estate agents on the Historic Resources Inventory, financial incentives, and design review.	Goal 1, Policy 1.B	City of McMinnville, HLC
Mid-term	Partner with tribal organizations or consultants to further research and document the history of human settlement in the McMinnville area prior to European explorer arrival to expand the Historic Context section of the Historic Preservation Plan	Goal 1, Policy 1.B.7	City of McMinnville, HLC, Tribal Organizations, Consultant



<b>TERM</b>	<b>PROPOSAL</b>	<b>SUPPORTING GOAL &amp; POLICY</b>	<b>SUGGESTED PARTICIPANTS</b>
Mid-term	Work with the Urban Renewal Board to utilize historic preservation as a key revitalization tool supporting both the historic character and regional destination draw of downtown and the larger Urban Renewal Area. Historic preservation can anchor place identity and support an authentic experience for visitors while providing a context for compatible new development. This would support Goal 7 Historic Preservation of the Urban Renewal Plan.	Goal 1, Policy 1.B	City of McMinnville, HLC
Mid-term	Explain what properties are eligible for using the Free Design Assistance Program. This appears to be the only local incentive that is available to single-family residential properties, albeit just those located in the Urban Renewal District.	Goal 2, Policy 2.A	City of McMinnville
Mid-term	Create a list of all the incentives available to historic resources and place it on the city's historic preservation website. Consider creating a graphic handout to have available at any public outreach events (e.g. workshops with real estate and construction professionals).	Goal 2, Policy 2.A	City of McMinnville
Mid-term	Develop and promote an application process for historic resource designation so that property owners can volunteer to designate their properties for consideration.	Goal 3, Policy 3.A	City of McMinnville, HLC
Mid-term	HLC and staff review per Zoning Ordinance section 17.65.030 of survey work conducted since 1984 to classify surveyed properties as "distinctive," "significant," "contributory," or "environmental." Conduct public notice and public meetings per Zoning Ordinance section 17.65.070 associated with applying these changes to the inventory.	Goal 3, Policy 3.A	City of McMinnville, HLC

<b>TERM</b>	<b>PROPOSAL</b>	<b>SUPPORTING GOAL &amp; POLICY</b>	<b>SUGGESTED PARTICIPANTS</b>
Mid-term	Consider conducting an annual workshop with HLC members to refresh them on meeting procedures, design review protocol, and the historic preservation ordinance.	Goal 3, Policy 3.C	City of McMinnville, HLC
Mid-term	Assist property owners within the district as they carry out seismic retrofitting. This could be making them aware of any available financial incentives or working with groups of owners (with adjacent properties on a single block) to jointly tackle retrofits.	Goal 3, Policy 3.F	City of McMinnville, HLC, Consultant
Mid-term	Conduct a reconnaissance level survey in the Hayden, Saylors, Baker, and Martin Additions.	Goal 3, Policy 3.E	City of McMinnville, HLC, Consultant
Mid-term	Conduct a reconnaissance level survey to document the residential properties around the downtown area, particularly Rowlands Addition.	Goal 3, Policy 3.E	City of McMinnville, HLC, Consultant
Mid-term	Conduct a reconnaissance level survey along SE Baker Street	Goal 3, Policy 3.E	City of McMinnville, HLC, Consultant
Mid-term	Coordinate efforts to promote McMinnville as a destination for visitors with Visit McMinnville during Historic Preservation month.	Goal 4, Policy 4.A	City of McMinnville
Long-term	Consider hosting or sponsoring additional events, either during Preservation Month or the rest of the year.	Goal 1, Policy 1.A and 1.B	City of McMinnville, HLC
Long-term	Develop additional walking tours through McMinnville, possibly offshoots from the downtown historic district into the residential neighborhoods. Utilize content from survey work recommendations outlined in the preservation plan. Work with neighborhood groups to develop and participate in these tours.	Goal 1, Policy 1.C	City of McMinnville, HLC, Yamhill County Historical Society, Consultant
Long-term	Consider increasing the maximum individual grant amount of the facade grant program to \$5,000 to allow for projects with a greater impact.	Goal 2, Policy 2.A	City of McMinnville

<b>TERM</b>	<b>PROPOSAL</b>	<b>SUPPORTING GOAL &amp; POLICY</b>	<b>SUGGESTED PARTICIPANTS</b>
Long-term	Consider making the facade grant program available to houses (either active rentals or owner-occupied) that are listed on the Historic Resource Inventory as distinctive or significant and to assist with in-kind repairs to character-defining features to directly support integrity retention. This would support work such as repainting, or repairs to wood windows, but would not include the replacement of wood windows.	Goal 2, Policy 2.A	City of McMinnville
Long-term	Update city zoning per recommendations in this plan to encourage the retention of historic residential character in key areas around the downtown.	Goal 2, Policy 2.B	City of McMinnville
Long-term	Work with Yamhill County to include the Historic Resources Inventory classification on property titles. This would start with new transactions and would not be retroactive. This would support the network of real estate agents in their effort to inform prospective property owners of any regulatory requirements associated with a new home and also provides a measure of predictability for new home buyers that the character of the neighborhood they are buying into will not change dramatically and reduce their property value.	Goal 3, Policy 3.A	City of McMinnville, Yamhill County
Long-term	Develop illustrated design guidelines, grounded in the Secretary of the Interior's Standards, to ensure consistency and fairness in design review.	Goal 3, Policy 3.B	City of McMinnville, HLC, Consultant
Long-term	Explore a landscape nomination for City Park.	Goal 3, Policy 3.D	City of McMinnville, HLC, Consultant
Long-term	Evaluate a MPD for "Historic Granaries of McMinnville"	Goal 3, Policy 3.D	City of McMinnville, HLC, Consultant
Long-term	Conduct a reconnaissance level survey of Chandler's 2nd Addition to include properties built through 1969 (or 50 years prior to whatever year the survey is conducted).	Goal 3, Policy 3.E	City of McMinnville, HLC, Consultant

<b>TERM</b>	<b>PROPOSAL</b>	<b>SUPPORTING GOAL &amp; POLICY</b>	<b>SUGGESTED PARTICIPANTS</b>
Long-term	Develop design review guidelines for the properties along SE Baker Street (or establish a conservation district) to retain the concentration of historic character at this entry to the city.	Goal 3, Policy 3.E	City of McMinnville, HLC, Consultant
Long-term	Consider establishing a conservation district overlay to help retain historic residential character in key areas around the downtown.	Goal 2, Policy 2.B	City of McMinnville, HLC, Consultant
Long-term	Consider establishing multi-family design standards for the residential properties which surround downtown.	Goal 3, Policy 3.B	City of McMinnville, HLC, Consultant

# APPENDIX A: COMMUNITY SURVEY & STAKEHOLDER INTERVIEWS

The following sections depict the community survey that was shared online and its responses, along with the list of stakeholder interviewees and their questions. There were 62 responses to the online survey, which was shared through SurveyMonkey.

# Community Survey Questions

City of McMinnville, Oregon, Historic Preservation

## Historic Preservation Community Survey

The City of McMinnville received a grant from the Oregon State Historic Preservation Office (SHPO) to prepare a historic preservation plan to guide historic preservation efforts in the city for the next 15-20 years. This survey will help the consultants, Northwest Vernacular, gather data about the public perception of historic preservation in McMinnville. Historic preservation is about preserving the buildings, structures, sites, and objects of our past. But more than that, historic preservation helps us ask questions about our history and what to preserve from our past for future generations.

A historic preservation plan is the result of a process through which a community establishes its vision, goals, and priorities for the preservation of its historic resources. It is a city planning document that will help steer the city's historic preservation program. The historic preservation plan for McMinnville will provide guidance on how to achieve those goals identified by the community. The historic preservation plan will also include a brief overview of the city's history, architecture, and historic development patterns as well as review its current historic preservation program. For more information about the City of McMinnville's Historic Preservation program and Historic Landmarks Committee, visit <https://www.mcminnvilleoregon.gov/planning/page/historic-preservation>

OK

0 of 9 answered



1. How do you feel historic preservation is viewed in your community? Please select all that apply.

- ☐ It's seen as an asset to the community
- ☐ It's seen as a hindrance to development
- ☐ It's not well understood
- ☐ Other (please specify)

2. Which methods or programs should the City use to inform and/or educate the public about historic preservation projects and programs? Please select all that apply.

- ☐ City website
- ☐ Social media (Facebook, Instagram, Twitter)
- ☐ Newsletters
- ☐ Tours
- ☐ Plaques on historic buildings
- ☐ Awards
- ☐ Historic Preservation month events
- ☐ Other (please specify)

3. What do you consider the biggest priority for historic preservation in McMinnville?

- ☐ Encourage more adaptive reuse (renovation) projects
- ☐ Increase survey and inventory projects to document the city
- ☐ Increase the number of properties listed to the National Register or McMinnville Register
- ☐ Public outreach/education to raise awareness on the benefits of historic preservation
- ☐ Increase use of financial incentives available to historic properties
- ☐ Celebrate the historic preservation successes in McMinnville to raise awareness of historic character of the city
- ☐ Other (please specify)

4. What do you consider the biggest challenge for historic preservation efforts in the city of McMinnville?

- ☐ Design review/regulation
- ☐ Lack of community interest
- ☐ Cost of sensitive historic rehabilitations
- ☐ Other (please specify)
- ☐ Property owner deferred maintenance
- ☐ Increased redevelopment in and around downtown
- ☐ Lack of property owner knowledge about historic preservation construction methods

5. Many properties listed on the local historic inventory are residential homes. Which most closely conveys your thoughts about living in older homes near the downtown historic district?

- ☐ Would like to live in one, they are an asset, convey city character, and are walking distance to the downtown historic district (NE 3rd Street)
- ☐ Would like to live in one, but too expensive to purchase
- ☐ Would like to live in one, but too expensive to maintain
- ☐ Other (please specify)
- ☐ Would like to live in one, but would not feel safe
- ☐ Don't want to live in one, would prefer to live in a new house near downtown
- ☐ Don't want to live near downtown

6. What type of development around the edge of the downtown historic district would be the most helpful to the district?

- ☐ Housing, having more people living next to downtown
- ☐ Parking, easier and faster to find parking when visiting downtown
- ☐ Offices, having more people working next to downtown
- ☐ Housing and offices, having people living and working near downtown

Other (please specify)

7. Do you believe historic preservation is a worthwhile goal for the City of McMinnville?

- ☐ Highly Agree
- ☐ Agree
- ☐ Not Agree

8. What is the biggest challenge to maintaining a historic property?

- ☐ Design review compliance
- ☐ Finding the time to do the work
- ☐ Having money to spend on maintenance and repairs
- ☐ Knowing and prioritizing what needs to be done
- ☐ Finding qualified and affordable contractors to do the work
- ☐ Knowing how to do the work in a compatible way
- ☐ Other (please specify)

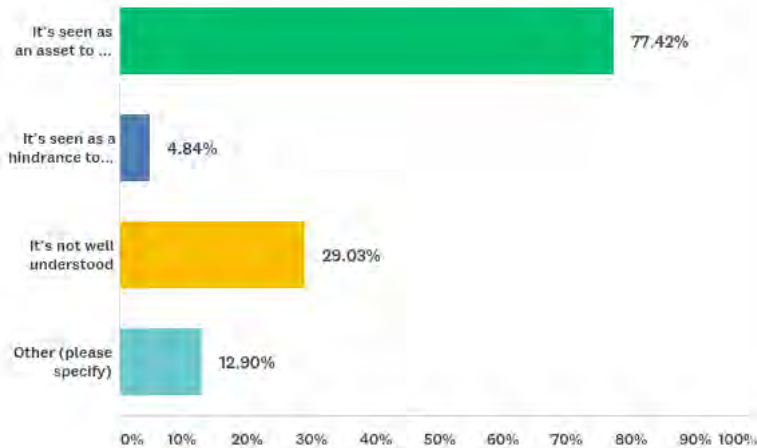
9. Please tell us about yourself

- ☐ Do you live in McMinnville? (check if yes)
- ☐ Do you live in a historic district or listed historic property? (check if yes)
- ☐ Do you own a listed historic property? (check if yes)
- ☐ Do you deal with historic preservation in your profession? (check if yes)
- ☐ Do you have a general interest in historic preservation? (check if yes)
- ☐ Have you ever completed a project which went through review with the Historic Landmarks Committee? (check if yes)

How old is the house you live in?

# Community Survey Responses

Q1 How do you feel historic preservation is viewed in your community? Please select all that apply.



☐ **Q1** I think it's viewed as a hinderance by some; I disagree with them. preserving the historic nature of the downtown is crucial to our unique identity and culture.

4/23/2018 9:01 PM

[View respondent's answers](#)

[Add Tags](#) ▼

☐ **Q1** I don't know how other people view historic preservation. I see it an asset to the community

4/4/2018 12:14 PM

[View respondent's answers](#)

[Add Tags](#) ▼

☐ **Q1** Preserving the historic nature of our older neighborhoods enriches the quality of living in our city. Many people think that historic preservation has onerous requirements attached, but that is only in the case of properties on the official National Register.

4/4/2018 11:23 AM

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[Add Tags](#) ▼

☐ **Q1** Many people recognize its tremendous value for attracting residents, visitors and business as well as the unconscious pride and general quality of life values it adds. Many more just like the fun and educational aspects associated with it. Far too many though are basically unaware of any of the forgoing and a few greedy ones see it only as a potential hindrance. In any event, we have not sufficiently educated as many as we need to insure preservation will be successful.

3/29/2018 3:34 PM

[View respondent's answers](#)

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☐ **Q1** City does not take into account that accessory buildings an vacation rentals are allowed in these areas. They do not take care of the property as well as a residential

3/20/2018 11:47 AM

[View respondent's answers](#)

[Add Tags](#) ▼

☐ **Q1** We need more awareness as McMinnville grows about its history and its historic buildings.

3/20/2018 10:06 AM

[View respondent's answers](#)

[Add Tags](#) ▼

☐ **Q1** Homeowners seem to care. Not sure that the economic development objectives align with individual's desire to maintain historic homesites, particularly near downtown

3/20/2018 9:13 AM

[View respondent's answers](#)

[Add Tags](#) ▼

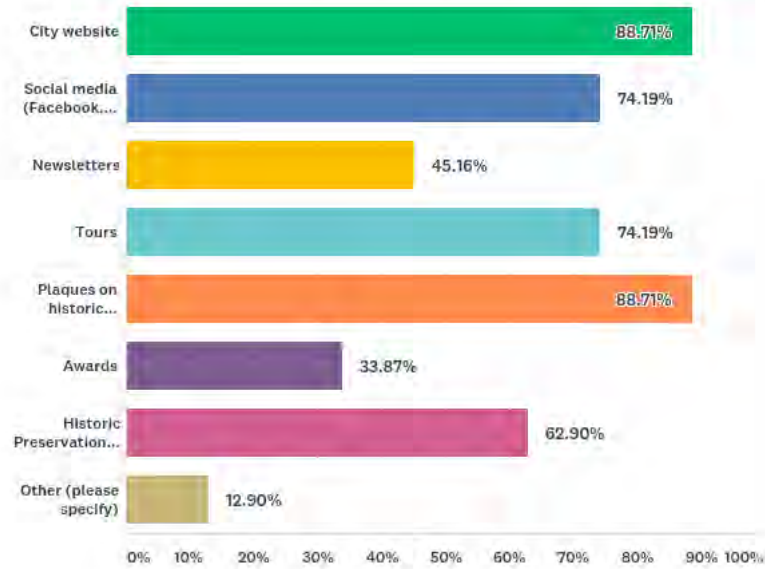
☐ **Q1** Although not understood well within the community, the citizens appreciate the historic nature of the community and how well many buildings within this community are preserved.

3/19/2018 2:14 PM

[View respondent's answers](#)

[Add Tags](#) ▼

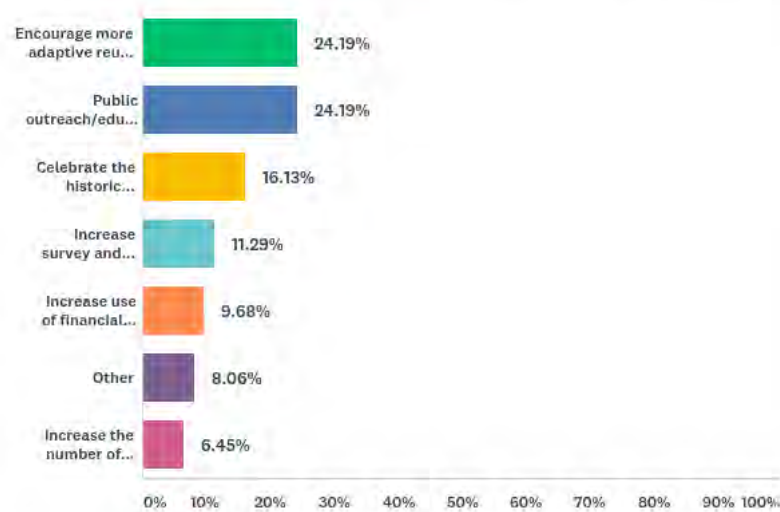
Q2 Which methods or programs should the City use to inform and/or educate the public about historic preservation projects and programs? Please select all that apply.



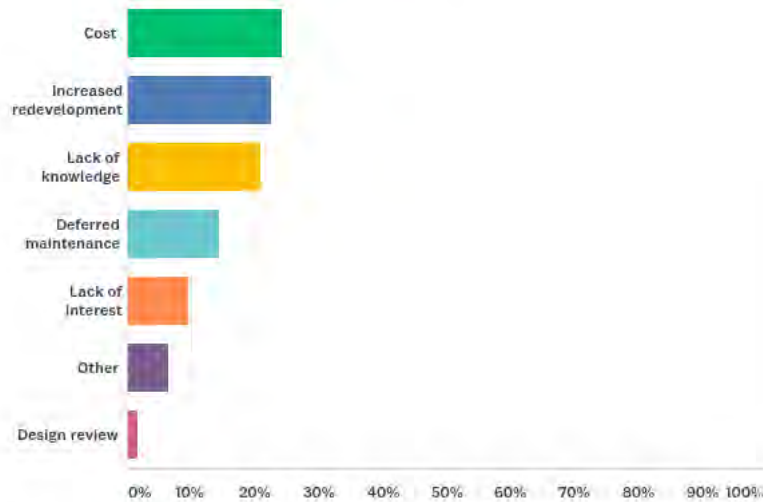


- ☐ Curriculum in local schools. Contests.
- 5/7/2018 3:51 PM
- [View respondent's answers](#)
[Add Tags ▼](#)
- 
- ☐ Newspaper articles. Signage at entrance to city informing that it encourages historical blogs.
- 4/25/2018 2:02 AM
- [View respondent's answers](#)
[Add Tags ▼](#)
- 
- ☐ Solicit travel writers and editors, use on billboards and other signage announcing the town similar to or more than the "Tree City" designation we have. But, most importantly, figure out how to fund earthquake proofing retrofits so that we will still have some historic structures after the coming earthquake. The full burden should not be dropped on those who are temporary guardians of these structures. Most won't survive unless we do something and people will die.
- 4/22/2018 4:29 PM
- [View respondent's answers](#)
[Add Tags ▼](#)
- 
- ☐ Partner organizations (like the downtown association)
- 4/20/2018 10:06 AM
- [View respondent's answers](#)
[Add Tags ▼](#)
- 
- ☐ involve the MDA and Visit McMinnville
- 4/10/2018 8:25 AM
- [View respondent's answers](#)
[Add Tags ▼](#)
- 
- ☐ I checked all of the boxes because I don't think historic preservation should be a singular category of city assets but should rather be woven into the very fabric.
- 4/4/2018 10:07 AM
- [View respondent's answers](#)
[Add Tags ▼](#)
- 
- ☐ Many of those are already being undertaken by the Yamhill County Historical Society, but it has less than 500 members. Much more needs to be done. One truly critical thing that needs to be done immediately is retrofit our historic structures, many of which are un-reinforced masonry. When the guaranteed to arrive Cascadia subduction earthquake finally hits, we will lose many of our most important buildings. Others will be severely and expensively damaged. Worse, many inside or adjacent to them will die or be injured from falling architecture and/or fires. Although vital, (this is after all a largely preventable calamity as to the deaths and destruction by retrofitting), it is expensive to do so and the politicians and building code bureaucrats are gutless. Since the historic buildings are really for us all, it makes sense to have government fund the retrofit rather than just penalize the caretakers of such buildings. Moreover, the building codes need to be revised immediately to figure out how to make historic structures safe without remuddling out of existence all the things that made them important to begin with. Fortunately, good intelligent design can be done in that regard.
- 3/29/2018 3:34 PM
- [View respondent's answers](#)
[Add Tags ▼](#)
- 
- ☐ Keep the education ongoing. Work with realtors; they are the front line and are often I'll informed.
- 3/19/2018 5:42 PM
- [View respondent's answers](#)
[Add Tags ▼](#)

### Q3 What do you consider the biggest priority for historic preservation in McMinnville?



#### Q4 What do you consider the biggest challenge for historic preservation efforts in the city of McMinnville?



☐ developers who do not care about the historic character

4/23/2018 9:01 PM

[View respondent's answers](#)

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☐ All the above are important, but the funding mentioned previously may be the most important since they dictate whether the buildings survive at all. It should not be insensitive retrofitting however. Simply chopping off overhangs or ugly bracing will not do.

4/22/2018 4:29 PM

[View respondent's answers](#)

[Add Tags](#) ▼

☐ Every single one of those is applicable, but probably cost is the biggest deterrent at present.

3/29/2018 3:34 PM

[View respondent's answers](#)

[Add Tags](#) ▼

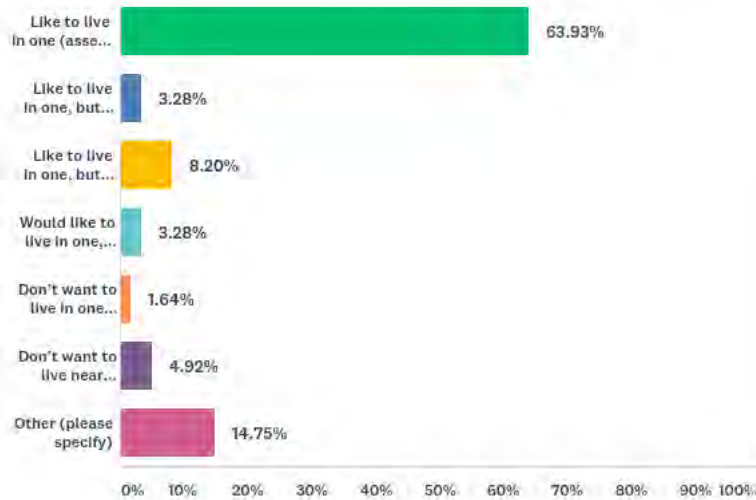
☐ Other answers above touch on it...but the biggest hindrance is misinformation.

3/19/2018 5:42 PM

[View respondent's answers](#)

[Add Tags](#) ▼

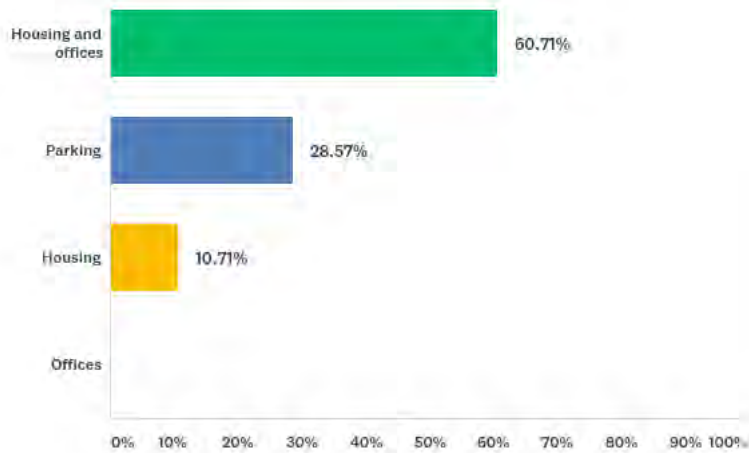
Q5 Many properties listed on the local historic inventory are residential homes. Which most closely conveys your thoughts about living in older homes near the downtown historic district?



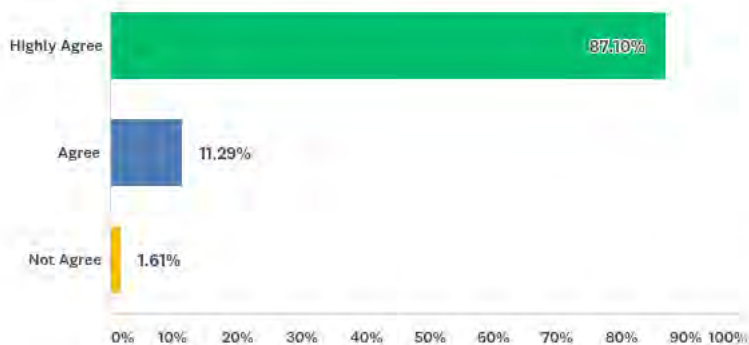
- ☐ I live in one that's not listed but is well known to locals. I am unsure about registering it as it may prevent me from amending it or living freely on the property
- 4/20/2018 7:44 PM
- [View respondent's answers](#) [Add Tags ▼](#)
- 
- ☐ I own a turn-of-the-century home about a mile from downtown and enjoy it very much
- 4/4/2018 12:14 PM
- [View respondent's answers](#) [Add Tags ▼](#)
- 
- ☐ I already live in one, and I'm alarmed at the possibility of many older/historic homes being turned into businesses and losing their single family residential status!
- 4/3/2018 11:41 PM
- [View respondent's answers](#) [Add Tags ▼](#)
- 
- ☐ I have lived in several and put others on the National Historic Register. I always chose living quarters close to downtown, but my wife is now severely disabled anymore and it is difficult to retrofit one for wheelchairs.
- 3/29/2018 3:34 PM
- [View respondent's answers](#) [Add Tags ▼](#)
- 
- ☐ I do live in one, and agree with the first statement wholeheartedly
- 3/20/2018 12:30 PM
- [View respondent's answers](#) [Add Tags ▼](#)
- 
- ☐ I live in a very old home. Not horribly expensive to maintain but there are some serious hurdles should they become an issue. Would be good to get some sort of credit or special loan term. Maybe work with a local bank like First Federal on loan terms for refinancing historical homes?
- 3/20/2018 10:28 AM
- [View respondent's answers](#) [Add Tags ▼](#)
- 
- ☐ I do live in one near downtown.
- 3/20/2018 8:16 AM
- [View respondent's answers](#) [Add Tags ▼](#)
- 
- ☐ I do live in one. However, they are costly to maintain. My home is on the existing historic building register. I asked recently if there was any resource help from the city to refurbish historic parts of the home that badly need repair and was told no. So unfortunately, a lot of the work we need to be done will be replacements because otherwise it's just too costly.
- 3/19/2018 9:32 PM
- [View respondent's answers](#) [Add Tags ▼](#)
- 
- ☐ Live in one and parking is a challenge.
- 3/19/2018 5:01 PM
- [View respondent's answers](#) [Add Tags ▼](#)
-



Q6 What type of development around the edge of the downtown historic district would be the most helpful to the district?

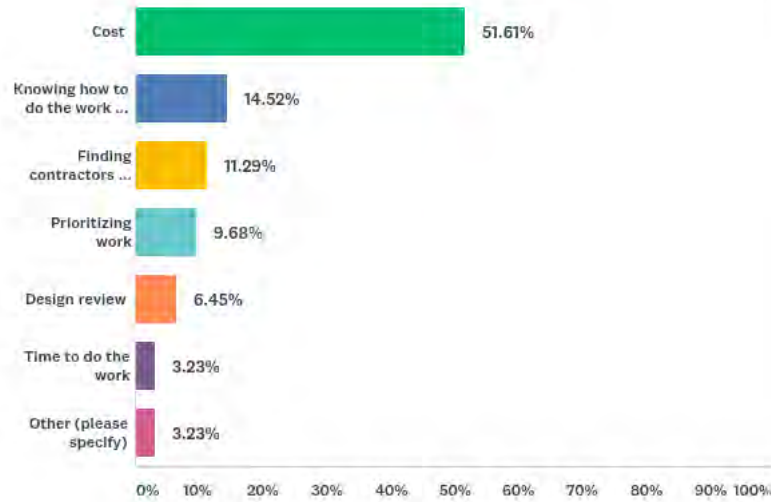


Q7 Do you believe historic preservation is a worthwhile goal for the City of McMinnville?





## Q8 What is the biggest challenge to maintaining a historic property?



☐ two of these go together: knowing how to do the work in a way that is compatible with the character of the building while still being adaptable to modern use, AND having the money to do the maintenance.

4/4/2018 11:23 AM

[View respondent's answers](#)

[Add Tags ▼](#)

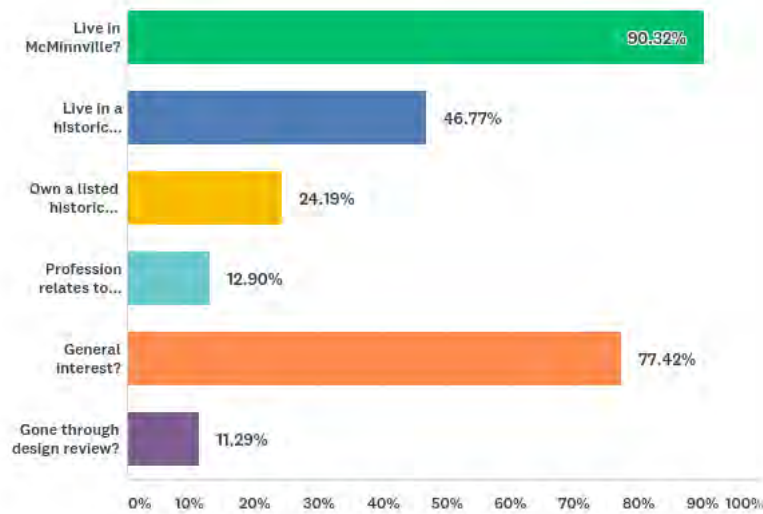
☐ I think a combination of these items...Cost for sure, but also knowledge, time, and execution

3/20/2018 9:13 AM

[View respondent's answers](#)

[Add Tags ▼](#)

### Q9 Please tell us about yourself



## Stakeholder Interview Questions

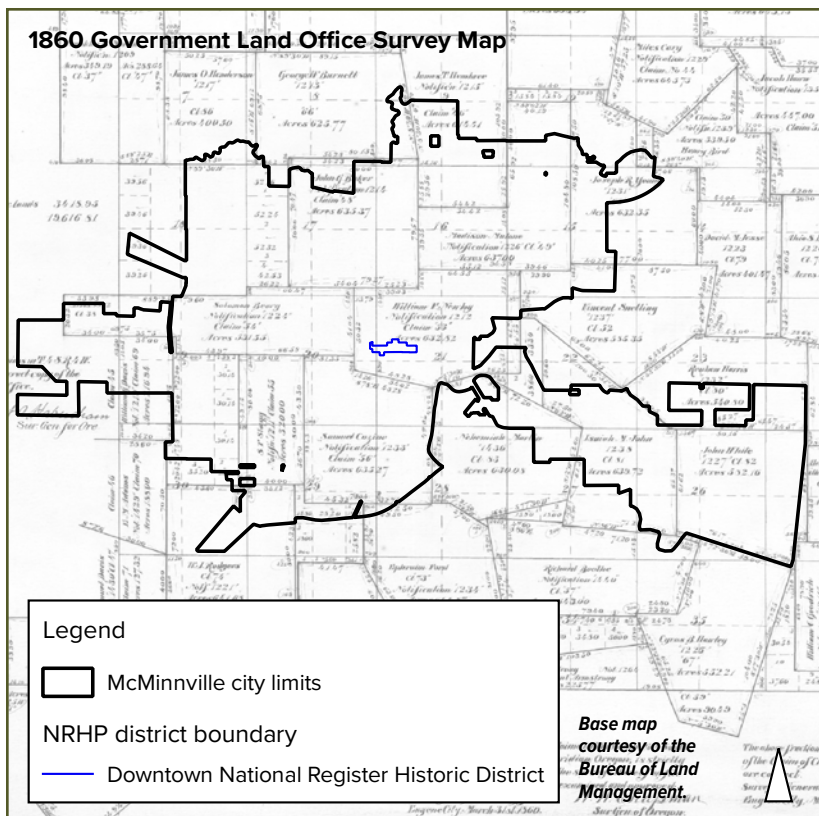
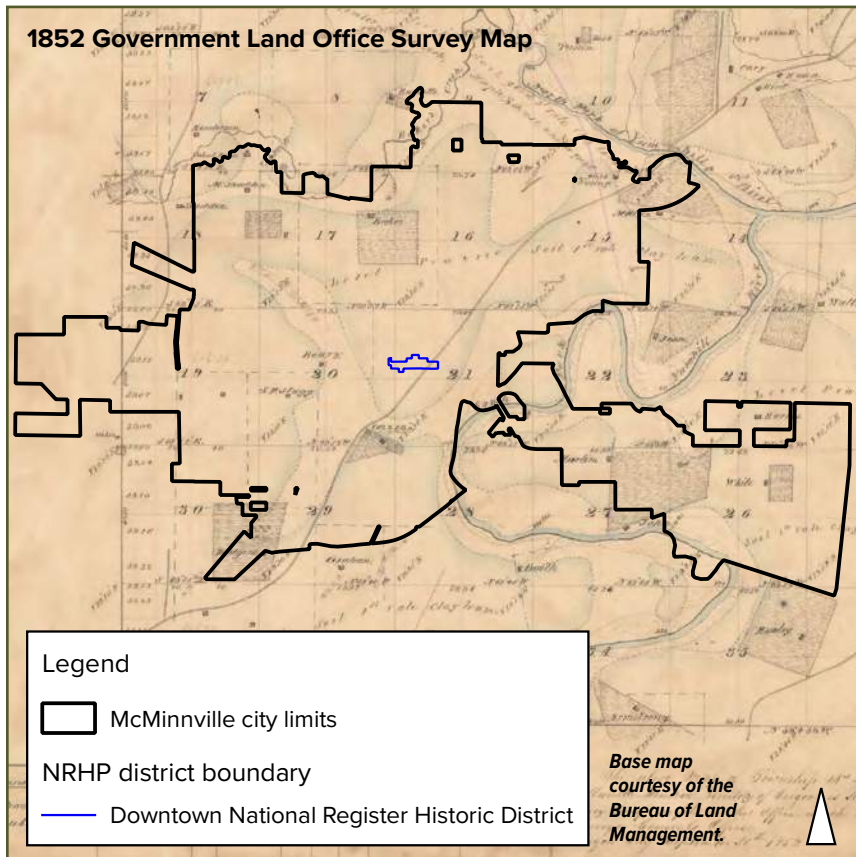
1. Please tell me a bit about yourself and your involvement with historic preservation, in McMinnville or elsewhere. (E.g. You own historic properties)
2. How do you feel historic preservation is perceived in McMinnville?
3. What do you think are the best ways for the City to educate the public about historic preservation?
4. What do you consider the biggest priority for historic preservation in McMinnville?
5. What do you see as the biggest challenge for historic preservation in McMinnville?
6. What development around downtown do you think would be most helpful to the downtown historic district?
7. What is the biggest challenge to maintaining a historic property?
8. Have you ever had to go through design review with the Historic Landmarks Committee? If so, what was that like?

## Stakeholder Interviewees

- Sylla McClellan – Owner of Third Street Books and building (320 NE Third Street)
- Erin Stephenson – Owner of Third Street Flats and Odd Fellows Lodge & part-owner of Atticus Hotel
- Marilyn Worrix – Owner of Old Elk’s building (520 NE Third Street)
- John Mead – Cellar Ridge Construction – Contractor with Historic Preservation Experience and member of HLC
- Kitri McGuire – Owner of historic residential property north of downtown
- Heather Sharfeddin - Owner of historic residential property south of downtown
- Rebecca Ziegler – Owner of residential property and former Manager of McMinnville Downtown Association
- Jenny Berg – McMinnville Downtown Association President
- Ellie Gunn – Board Co-Chair of South of Downtown Association of Neighbors (SoDan)

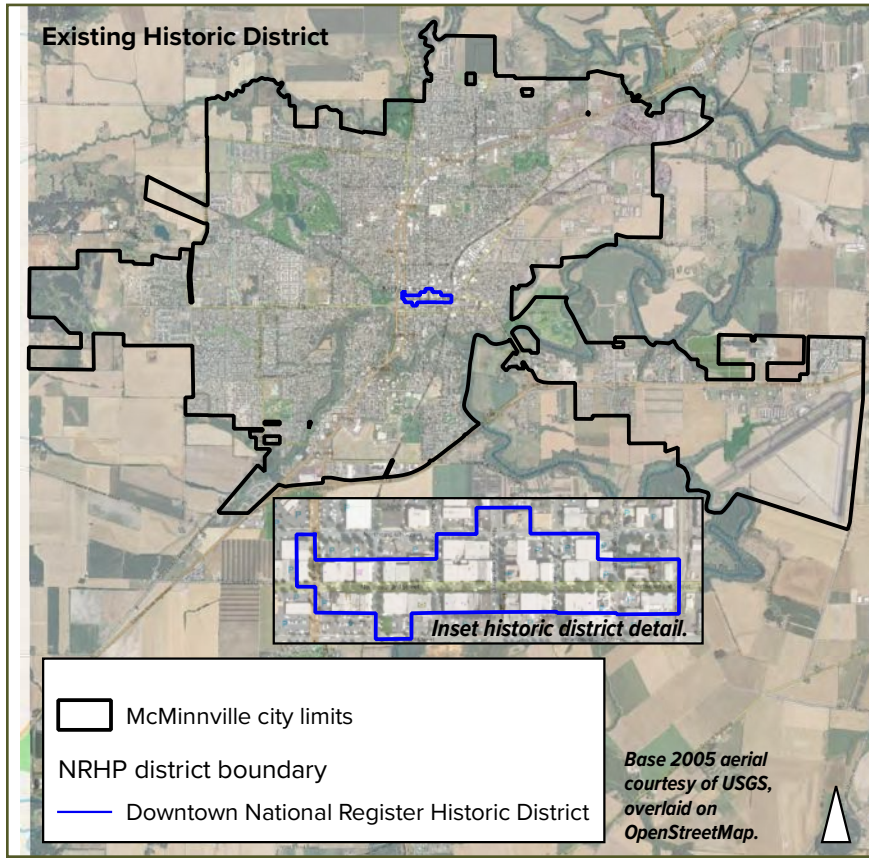
# APPENDIX B: ADDITIONAL MAPS

## Map 1. 1852 (upper) and 1860 (lower) Government Land Office Map Overlays

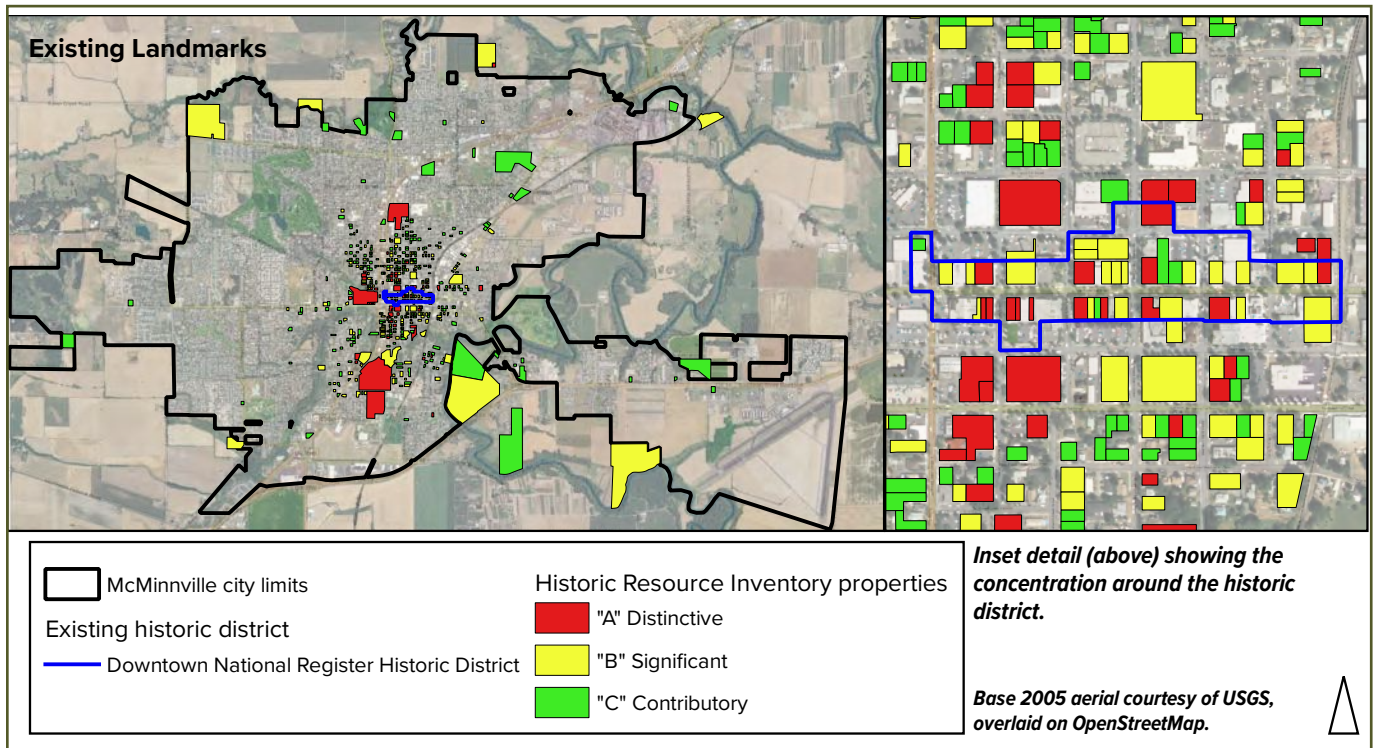




**Map 2. Existing Historic District**

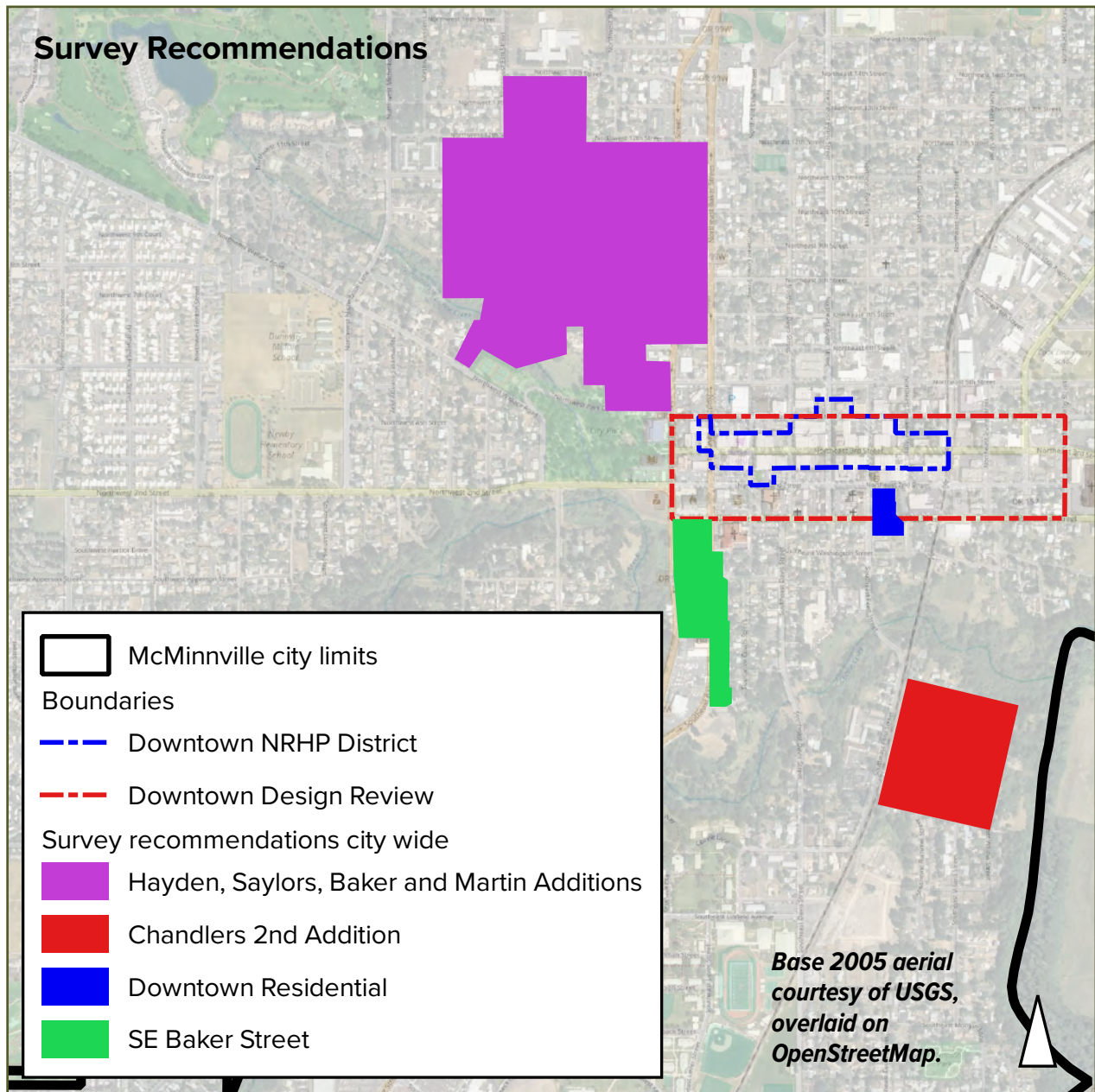


**Map 3. Existing Landmarks Overview.**

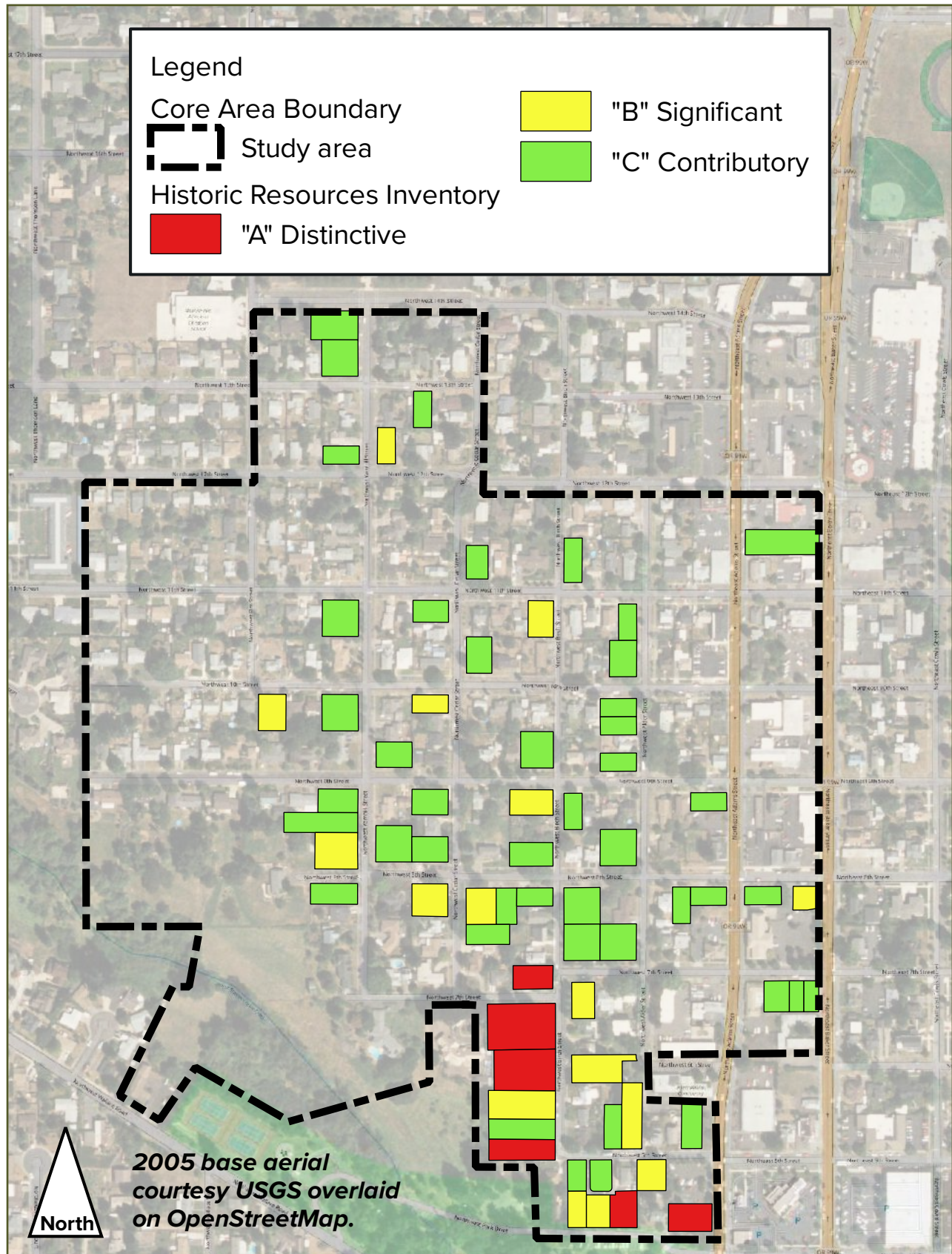




## Map 4. Survey Recommendations

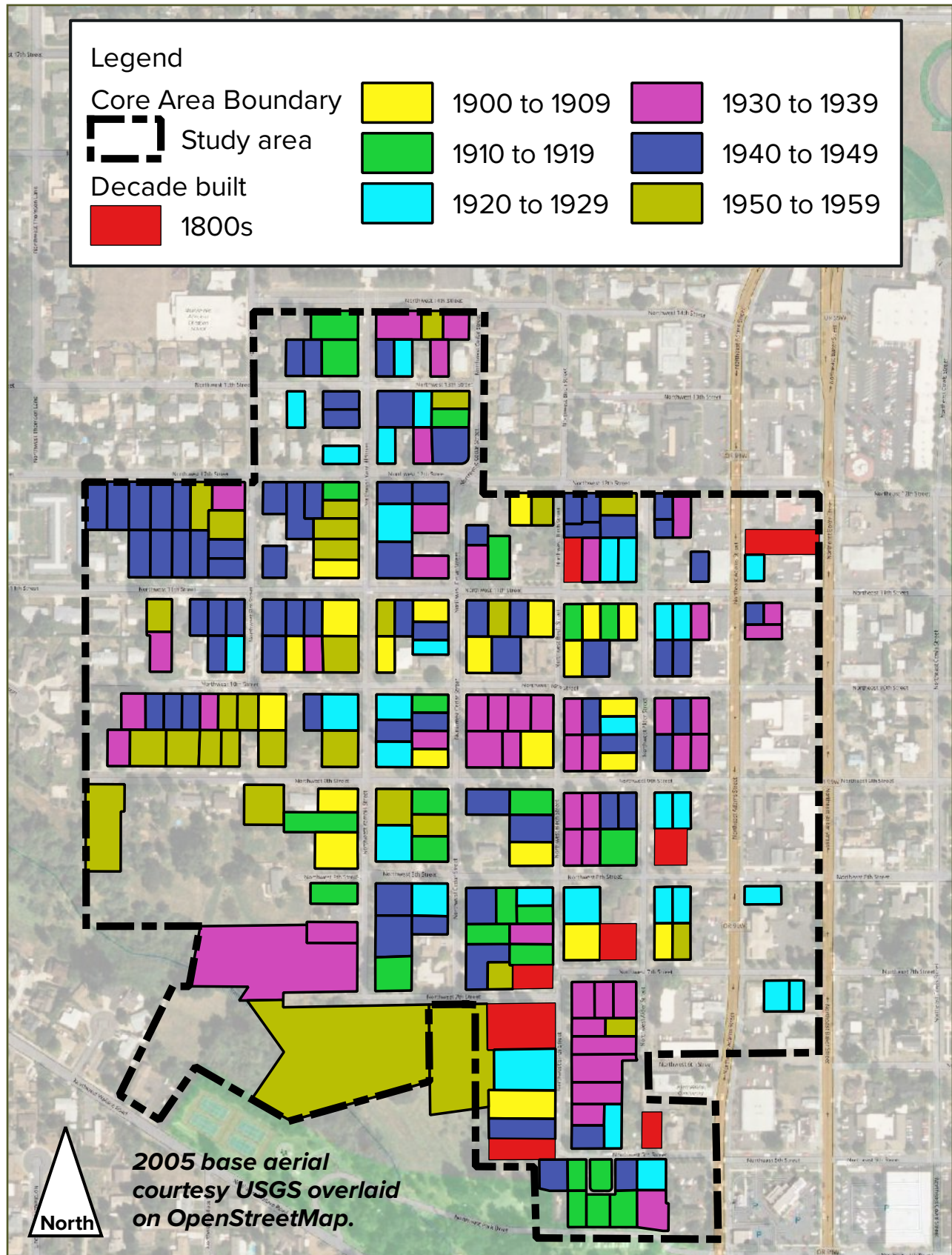


**Map 5. Hayden, Saylors, Baker and Martin Additions, Inventoried Properties**

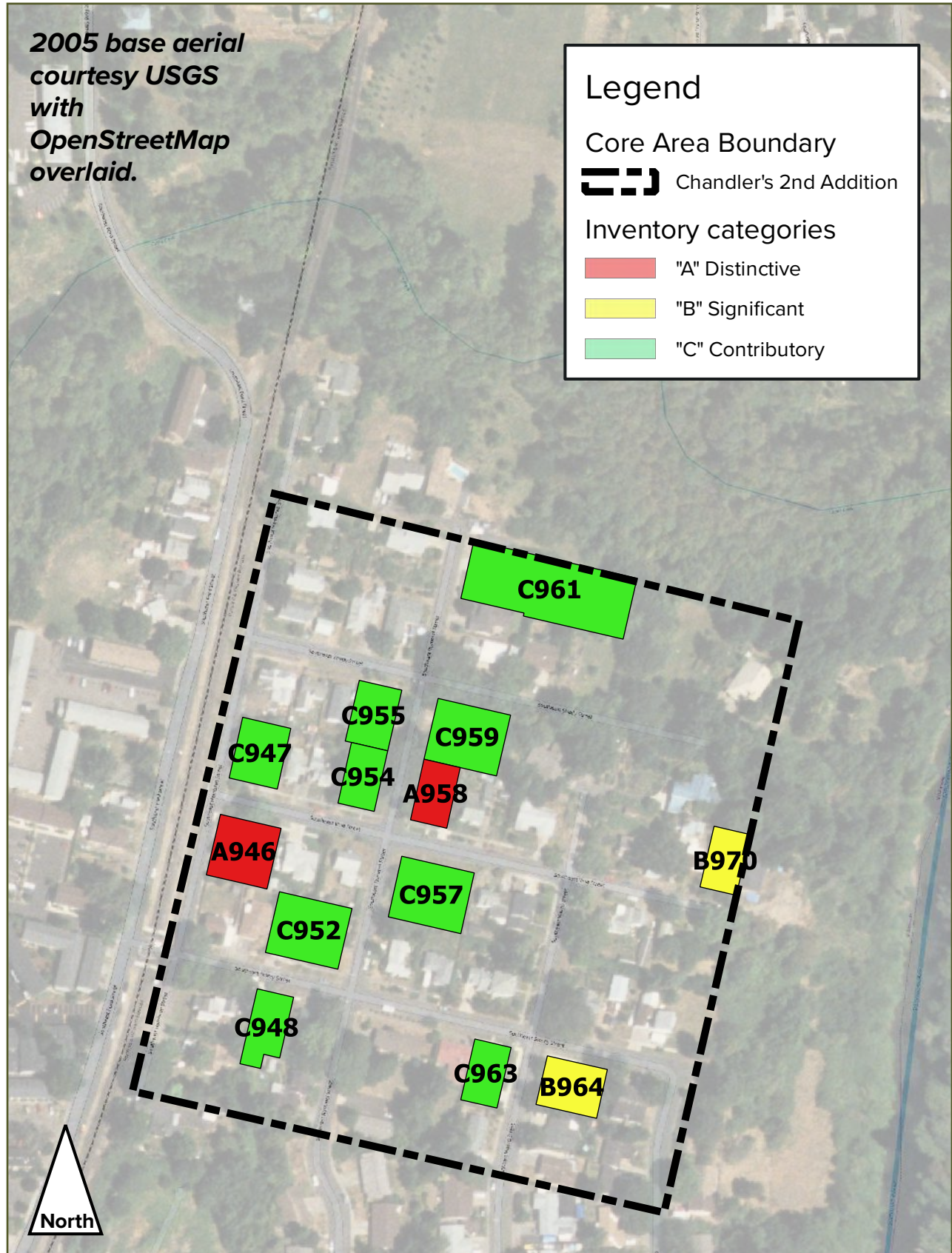




**Map 6. Hayden, Saylors, Baker and Martin Additions, Period Built**

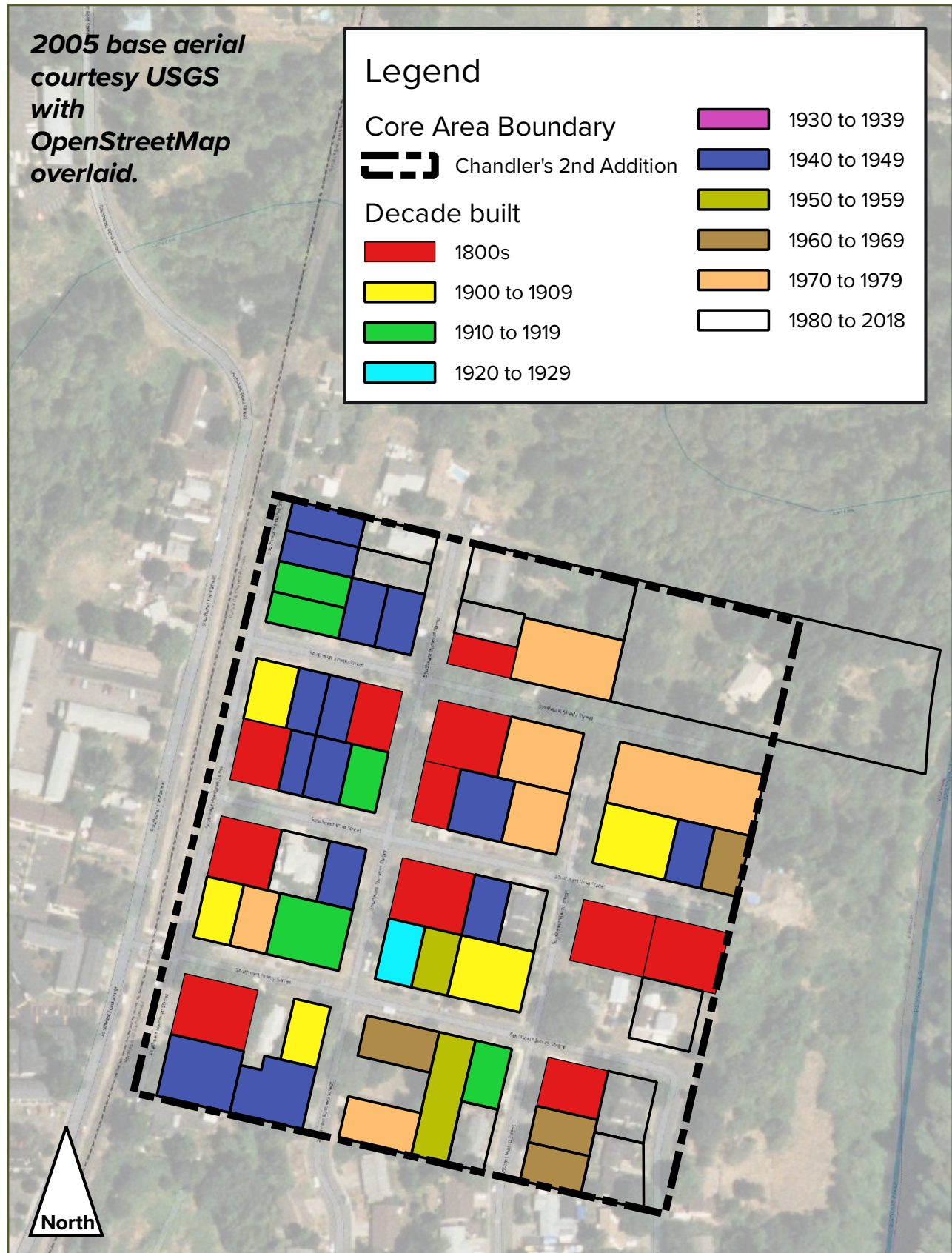


Map 7. Chandlers 2nd Addition, Inventoried Properties

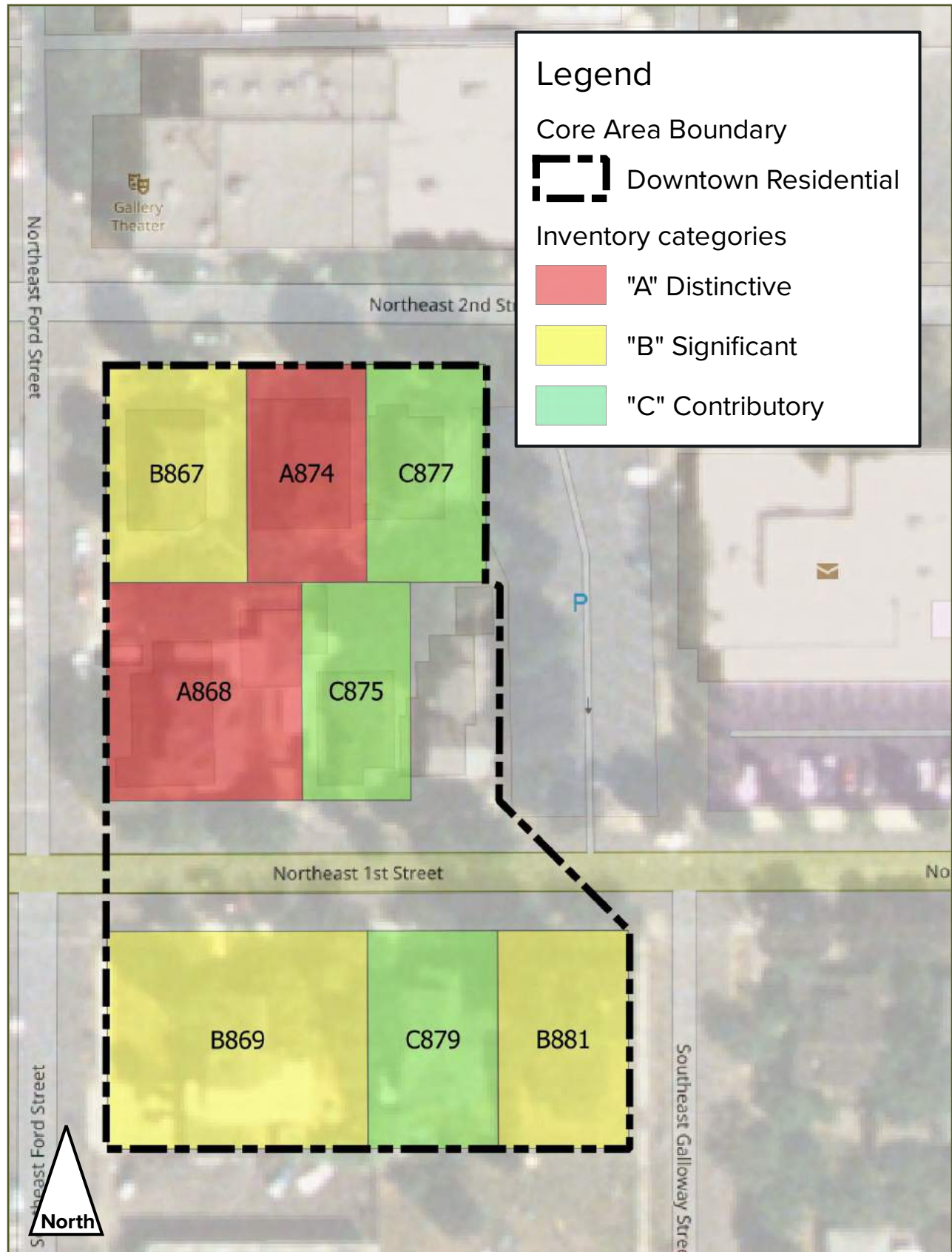




Map 8. Chandlers 2nd Addition, Period Built

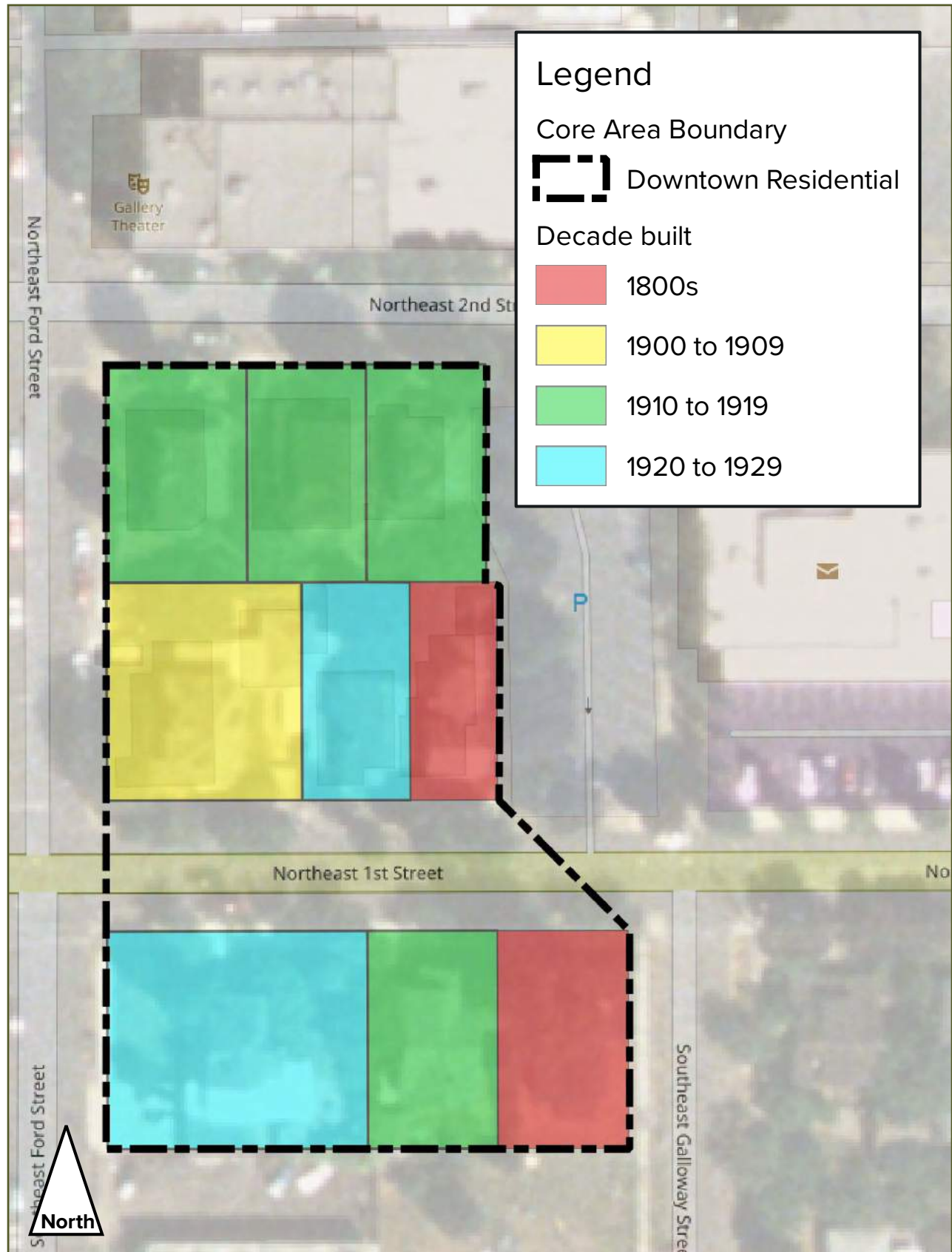


**Map 9. Downtown Residential, Previously Inventoried**

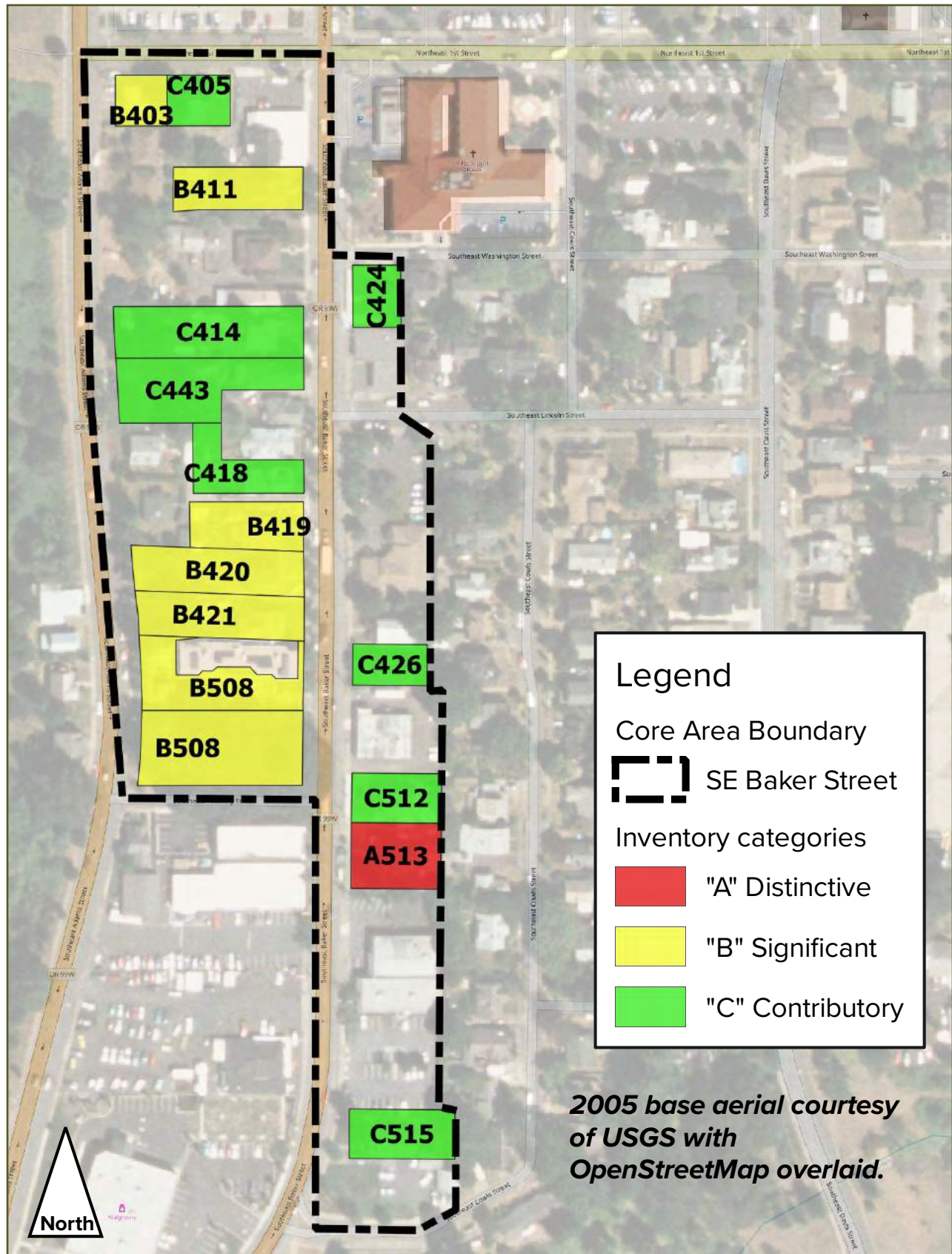




**Map 10. Downtown Residential, Period Built**

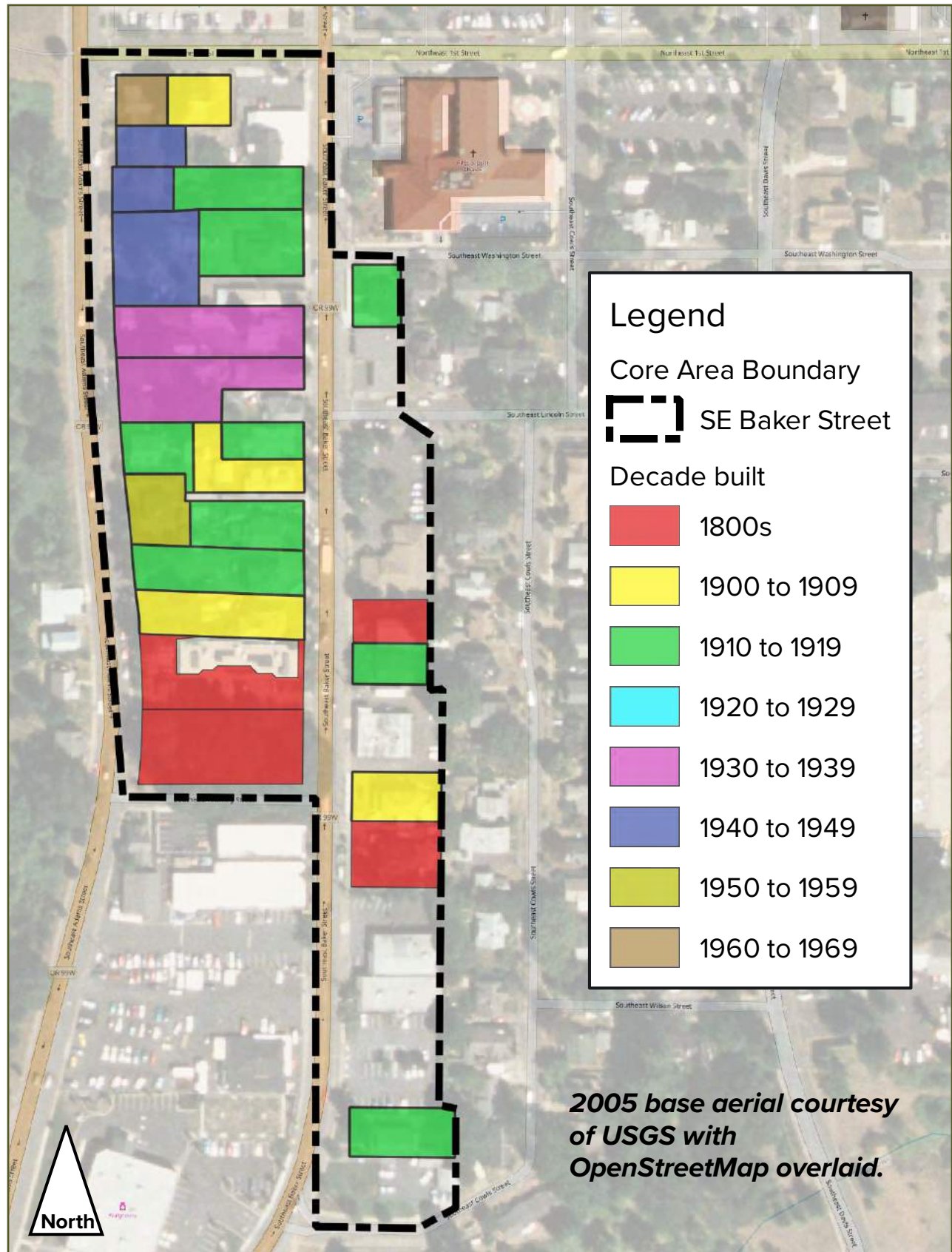


Map 11. Southeast Baker Street, Inventoried Properties

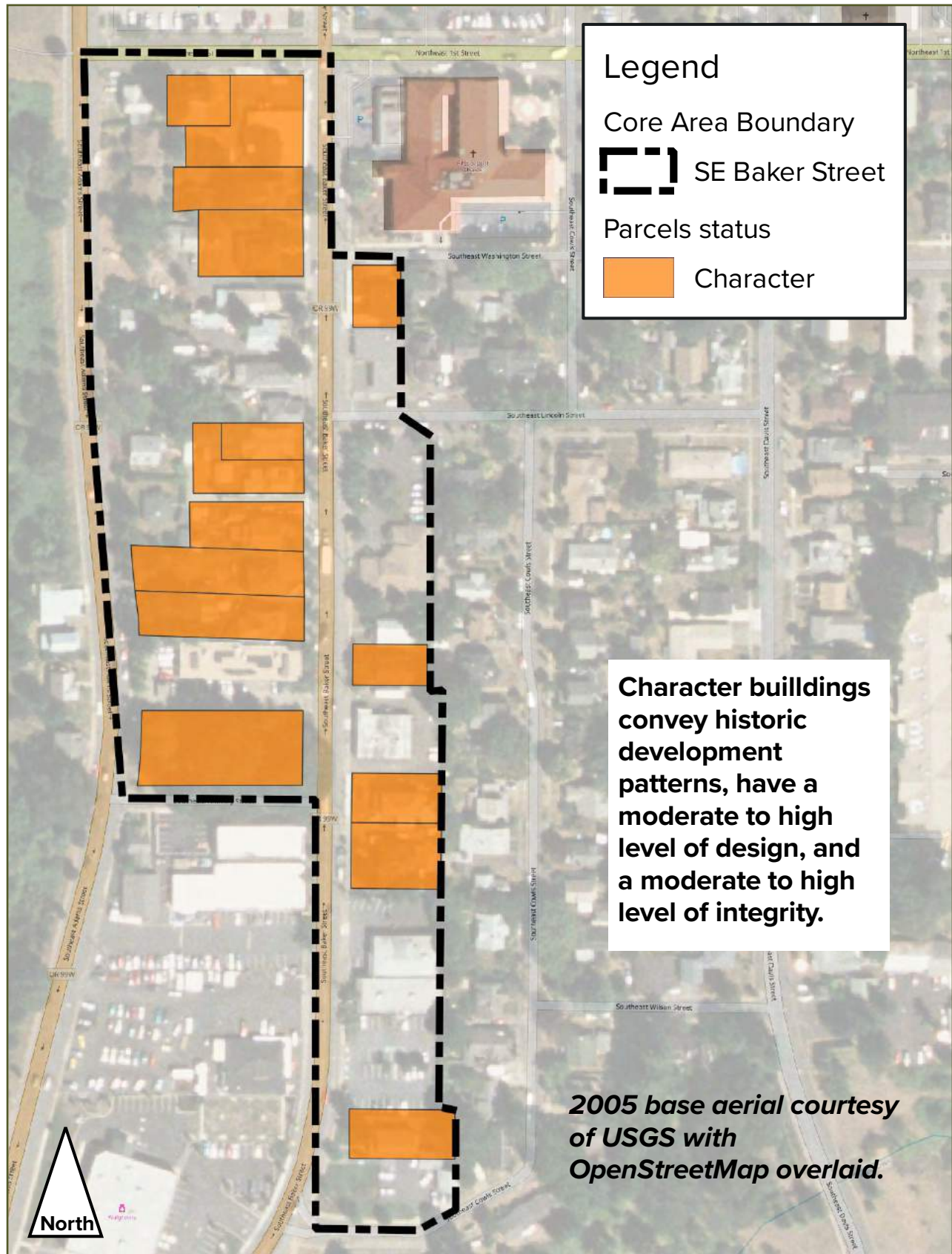




Map 12. Southeast Baker Street, Period Built



**Map 13. Southeast Baker Street, Character Properties**



## Chuck Darnell

---

**From:** Sarah Sullivan  
**Sent:** Monday, March 18, 2019 1:53 PM  
**To:** Chuck Darnell  
**Subject:** FW: MW&L Comments to Historic Preservation Plan (G 2-19)  
**Attachments:** HP Plan - Comp Plan Amendments - Showing Amendments srj 3-18-19.rtf

fyi

Sarah Sullivan  
Planning Analyst  
City of McMinnville  
231 NE 5<sup>th</sup> Street  
McMinnville, OR 97128  
503-434-7311

---

**From:** Samuel Justice [mailto:SRJ@mc-power.com]  
**Sent:** Monday, March 18, 2019 1:50 PM  
**To:** Sarah Sullivan <Sarah.Sullivan@mcminnvilleoregon.gov>  
**Cc:** John C. Dietz <jcd@mc-power.com>  
**Subject:** MW&L Comments to Historic Preservation Plan (G 2-19)

Sarah:

Please find the attached comments from MW&L staff, in the form of redline to the draft document. Please contact me with questions. Thanks.

Sam Justice  
General Counsel  
503-435-3110

---

**From:** Sarah Sullivan <[Sarah.Sullivan@mcminnvilleoregon.gov](mailto:Sarah.Sullivan@mcminnvilleoregon.gov)>  
**Sent:** Friday, March 8, 2019 10:10 AM  
**To:** Andrew Schurter ([andrew.schurter@nwnatural.com](mailto:andrew.schurter@nwnatural.com)) <[andrew.schurter@nwnatural.com](mailto:andrew.schurter@nwnatural.com)>; Carl Peters ([CPeters@recology.com](mailto:CPeters@recology.com)) <[CPeters@recology.com](mailto:CPeters@recology.com)>; Dave Gehring <[David.Gehring@mcminnvilleoregon.gov](mailto:David.Gehring@mcminnvilleoregon.gov)>; David Koch <[David.Koch@mcminnvilleoregon.gov](mailto:David.Koch@mcminnvilleoregon.gov)>; David Renshaw <[David.Renshaw@mcminnvilleoregon.gov](mailto:David.Renshaw@mcminnvilleoregon.gov)>; Deborah McDermott <[Deborah.McDermott@mcminnvilleoregon.gov](mailto:Deborah.McDermott@mcminnvilleoregon.gov)>; Heather Richards <[Heather.Richards@mcminnvilleoregon.gov](mailto:Heather.Richards@mcminnvilleoregon.gov)>; Jeff Towery <[Jeff.Towery@mcminnvilleoregon.gov](mailto:Jeff.Towery@mcminnvilleoregon.gov)>; Ken Friday <[fridayk@co.yamhill.or.us](mailto:fridayk@co.yamhill.or.us)>; Matt Scales <[Matt.Scales@mcminnvilleoregon.gov](mailto:Matt.Scales@mcminnvilleoregon.gov)>; Meghan Harper <[mkh@mc-power.com](mailto:mkh@mc-power.com)>; Mike Bisset <[Mike.Bisset@mcminnvilleoregon.gov](mailto:Mike.Bisset@mcminnvilleoregon.gov)>; Peter Keenan ([pkeen@msd.k12.or.us](mailto:pkeen@msd.k12.or.us)) <[pkeen@msd.k12.or.us](mailto:pkeen@msd.k12.or.us)>; Randall Rene - Comcast ([Serviceability\\_portland@cable.comcast.com](mailto:Serviceability_portland@cable.comcast.com)) <[Serviceability\\_portland@cable.comcast.com](mailto:Serviceability_portland@cable.comcast.com)>; Samuel Justice <[SRJ@mc-power.com](mailto:SRJ@mc-power.com)>; Scott Albert ([scott.albert@ftr.com](mailto:scott.albert@ftr.com)) <[scott.albert@ftr.com](mailto:scott.albert@ftr.com)>; Stuart Ramsing <[Stuart.Ramsing@mcminnvilleoregon.gov](mailto:Stuart.Ramsing@mcminnvilleoregon.gov)>; Susan Muir <[Susan.Muir@mcminnvilleoregon.gov](mailto:Susan.Muir@mcminnvilleoregon.gov)>  
**Cc:** Chuck Darnell <[Charles.Darnell@mcminnvilleoregon.gov](mailto:Charles.Darnell@mcminnvilleoregon.gov)>  
**Subject:** Historic Preservation Plan (G 2-19)



The City of McMinnville's Planning Department is in the process of initiating several Zoning Ordinance/Comp Plan updates. We would appreciate your comments and thoughts on the attached draft of proposed text amendments to Chapter III Cultural, Historical, & Education Resources (Comp Plan Goals & Policies), which includes the proposed policies from the Historic Preservation Plan. The entire plan, which has more background information on historic preservation in the city, will be adopted as an appendix to the comp plan. The entire plan is also attached for your information.

Please provide your comments to us by March 20, 2019. The next steps will be a public hearing with the Planning Commission. If you are interested in learning more about the timeframe for that process let us know.

Thank you for helping us in our effort to continue to bring the best planning to the community of McMinnville.

Sarah Sullivan  
Planning Analyst  
City of McMinnville  
231 NE 5<sup>th</sup> Street  
McMinnville, OR 97128  
503-434-7311



## **McMINNVILLE COMPREHENSIVE PLAN**

McMinnville's Comprehensive Plan has been divided into three interrelated volumes. Volume I, providing the background information, is both the narrative of and supporting documentation for the goals and policies developed by the community. It is a reference resource that can be used to interpret the intent of the goal and policy statements. Volume II contains the actual goal and policy statements. These statements are the culmination of the research, inventories, and projections of Volume I and reflect the directives expressed through the citizen involvement process in adopting the plan. All future land use decisions must conform to the applicable goals and policies of this volume. Volume III consists of the implementing ordinances and measures created to carry out the goals and policies of the plan. Principle among these are the comprehensive plan and zoning maps, the annexation, zoning and land division ordinances, and the planned development overlays placed on areas of special significance.

### **VOLUME II GOALS AND POLICIES**

Volume II, Goals and Policies, contains the goal, policy, and proposal statements which shall be applied to all land use decisions. Goal, policy, and proposal statements each have different purposes: goal statements are the most general principles; policy statements are directed to specific areas to further define the goal statements; and proposals are possible courses of action open to the City which shall be examined to further implement the goal and policy requirements. Each of these statement types is further defined below:

**GOALS:** are the broadly-based statements intended to set forth the general principles on which all future land use decisions will be made. Goals carry the full force of the authority of the City of McMinnville and are therefore mandated.

**POLICIES:** are the more precise and limited statements intended to further define the goals. These statements also carry the full force of the authority of the City of McMinnville and are therefore mandated.

**PROPOSALS:** are the possible courses of action available to the City to implement the goals and policies. These proposals are not mandated; however, examination of the proposals shall be undertaken in relation to all applicable land use requests.

The implementation of these goal, policy, and proposal statements shall occur in one of two ways. First, the specific goal, policy, or proposal shall be applied to a land use decision as a criterion for approval, denial, or modification of the proposed request. In this case the goal, the policy, or the proposal is directly applied. The second method for implementing these statements is through the application of provisions and regulations in ordinances and measures created to carry out the goals and policies. This method involves the indirect application of the statements. These ordinances and measures are included in Volume III of the McMinnville Comprehensive Plan.

## **HOW TO USE THIS PLAN—VOLUME II**

The goal, policy, and proposal statements are segregated to correspond to the chapter headings used in Volume I of the McMinnville Comprehensive Plan. Reference to Volume I can be made through the list of goals and policies cross-referenced with the chapters in Volume I which is appended to this volume.

## VOLUME II INDEX

The chapter number indicates in which chapter of Volume I the background material can be found to support the goal or policy.

	<u>Policies</u>
Natural Resources (Chapter II)	
Land	01.00 – 04.00
Air	05.00 – 07.00
Water	08.00 – 11.00
Noise	12.00
Cultural, Historical, & Educational Resources (Chapter III)	
Cultural and Social Services	13.00 – 14.00
Historic Preservation	15.00 – <del>17.14</del> 17.04
Education	18.00 – 20.00
Economy of McMinnville (Chapter IV)	
Employment and Diversification	
Commercial Development	21.00 – 21.05
General Policies	22.00 – 24.00
Locational Policies	24.50 – 28.00
Design Policies	29.00 – 35.00
Downtown Development Policies	36.00 – 46.03
Industrial Development	
General Policies	47.00 – 48.00
Locational Policies	49.00 – 57.00
Housing and residential Development (Chapter V)	
Affordable, Quality Housing	
General Housing Policies	58.00 – 61.00
Housing Rehabilitation Policies	62.00 – 63.00
Low-cost Housing Policies	64.00 – 67.00
Development Pattern	
General Policies	68.00 – 71.00
Westside Density Policy	71.01 – 71.13
Planned Development Policies	72.00 – 78.00
Residential Design Policies	79.00 – 83.00
Low-cost Housing Development Policies	84.00 – 85.00
Multi-family Development Policies	86.00 – 92.03
Manufactured Home Development Policies	93.00 – 98.00
Urban Policy	99.00
Lot Sales Policy	99.01

	<u>Policies</u>
Transportation System (Chapter VI)	
Mass Transportation	100.00 – 105.00
Transportation Disadvantaged	106.00 – 107.00
Rail	108.00 – 112.10
Air	113.00 – 116.00
Streets	117.00 – 125.00
Parking	126.00 – 128.00
Bike Paths	129.00 – 132.15
System Plan	132.23.00
Complete Streets	132.24.00
Multi-Modal Transportation System	132.25.00
Connectivity and Circulation	132.26.00 – 132.26.05
Supportive of General Land Use Plan Designations	
and Development Patterns	132.27.00
Regional Mobility	132.28.00
Growth Management	132.29.00 – 132.29.05
Transportation System and Emergency Efficiency	132.30.00 – 132.30.05
Transportation Safety	132.31.00
Public Safety	132.32.00
Accessibility for Persons with Disabilities	132.33.00
Economic Development	132.34.00 – 132.34.05
Livability	132.35.00
Health and Welfare	132.36.00
Transportation Sustainability	132.37.00
Aesthetic and Streetscaping	132.38.00
Intergovernmental Coordination and Consistency	132.39.00
Growth Management	132.40.00 – 132.40.15
Circulation	132.41.00 – 132.41.30
Street Width – Human Scale	132.42.00
Neighborhood Traffic Management	132.43.00 – 132.43.10
Access Management	132.44.00
Impervious Surface Area	132.45.00
Environmental Preservation	132.46.00 – 132.46.10
Aesthetics	132.47.00
Safety and Maintenance	132.48.00 – 132.49.00
Street Inventory	132.50.00
System Development	132.51.00 – 132.51.15
Americans with Disabilities Act	132.52.00
System Maintenance	132.53.00
Pedestrian Programs	132.54.00 – 132.55.00
Bicycle System Plan	132.56.00 – 132.56.45
Transit System Plan	132.57.00 – 132.57.20
Transportation Demand Management Plan	132.58.00 – 132.58.20
Freight Mobility, Air, Rail and Pipeline Plans	132.59.00 – 132.59.20
Capital Improvements	132.60.00 – 132.60.20
Pavement Management	132.61.00 – 132.61.20
McMinnville TSP Implementation	132.62.00 – 132.62.25

	<u>Policies</u>
Community Facilities (Chapter VII)	
Public Administration and Storage Facilities	133.00 – 135.00
Sanitary Sewer System	136.00 – 141.00
Storm Drainage	142.00 – 143.00
Water System	144.00 – 150.00
Water and Sewer—Land Development Criteria	151.00
Police and Fire Protection	152.00 – 155.00
Solid Waste	156.00 – 158.00
Parks and Recreation	159.00 – 170.05
Energy (Chapter VIII)	
Energy Supply and Distribution	171.00 – 177.00
Energy Conservation	178.00 – 180.50
Urbanization (Chapter IX)	
Urban Growth Boundary	181.00 – 182.00
General Development Pattern	183.00 – 184.00
Land Use Development Tools	185.00 – 187.00
Citizen Involvement and Plan Amendment (Chapter X)	
General Policies	188.00 – 196.00

[...]

### **CHAPTER III CULTURAL, HISTORICAL, AND EDUCATIONAL RESOURCES**

#### **GOAL III 1: TO PROVIDE CULTURAL AND SOCIAL SERVICES AND FACILITIES COMMENSURATE WITH THE NEEDS OF OUR EXPANDING POPULATION, PROPERLY LOCATED TO SERVICE THE COMMUNITY AND TO PROVIDE POSITIVE IMPACTS ON SURROUNDING AREAS.**

*Policies:*

- 13.00 *The City of McMinnville shall allow future community center type facilities, both public and private, to locate in appropriate areas based on impacts on the surrounding land uses and the community as a whole, and the functions, land needs, and service area of the proposed facility.*
- 14.00 *The City of McMinnville shall strive to insure that future public community facilities, where possible and appropriate, are consolidated by locating the new structures in close proximity to other public buildings. This will be done in order to realize financial benefits, centralize services, and positively impact future urban development.*

#### **HISTORIC PRESERVATION**

#### **GOAL III 2: TO PRESERVE AND PROTECT SITES, STRUCTURES, AREAS, AND OBJECTS OF HISTORICAL, CULTURAL, ARCHITECTURAL, OR ARCHAEOLOGICAL SIGNIFICANCE TO THE CITY OF McMINNVILLE.**

*Policies:*

- 15.00 *The City of McMinnville shall establish a program for the identification and preservation of significant sites, structures, objects, and areas.*
- 16.00 *The City of McMinnville shall support special assessment programs as well as federal grants-in-aid programs and other similar legislation in an effort to preserve structures, sites, objects, or areas of significance to the City.*
- 17.1 *The City of McMinnville shall enact interim measures for protection of historic sites and structures. Those measures are identified in the McMinnville Comprehensive Plan, Volume I, Chapter III.*
- 17.2 *The City of McMinnville will, by the time of the first plan update (1985), conduct a thorough study (consistent with the requirements of Statewide Planning Goal #5) of the 515 resources included in the 1980 Historical Survey and the properties listed on the 1976 Inventory of Historical Sites (Figure III-1, Volume I, McMinnville Comprehensive Plan) and place those structures and sites which*



*are found to warrant preservation on a list of historic buildings and places. The City shall also study other buildings and sites which were not included on the 1976 and 1980 inventories and place those so warranted on the list of historic buildings and places. The City shall then adopt an historic preservation ordinance which is consistent with the requirements of Statewide Planning Goal #5 and which protects the structures and sites included on the list. (Ord. 4218, November 23, 1982)*

Proposals:

- 1.00 Create a Historic Landmarks Committee, similar in scope and purpose to the Landscape Review Committee, to serve in an advisory capacity to the Planning Commission and the City Council.
- 2.1 Draft an historic preservation ordinance addressing the following concerns:
  1. Membership on the Historic Landmarks Committee. Membership should include interested citizens and local experts in history, architecture, and archaeology, if available.
  2. Duties of the Historic Landmarks Committee. The Historic Landmarks Committee should:
    - a. Maintain and circulate a list of historically designated landmarks which include information of historical interest, significance (architectural, cultural, etc.), and present use of the landmark, as well as dates on which it is open to the public.
    - b. Continue inventorying resources in those areas not covered in Phase I of the historic resource inventory of the City of McMinnville. This should be a priority concern of the committee, and every attempt should be made to complete this inventory as soon as possible after establishment of the committee.
    - c. Recommend to the Planning Commission sites or structures for designation to a local historical landmarks register.
    - d. Recommend to the Planning Commission review procedures for alterations and/or destruction of landmarks designated to the local register. Specific provisions and powers to maintain the unique character of the landmark should be developed.
    - e. Provide information on financial incentives (and disincentives) available for restoration or rehabilitation of historic landmarks.
    - f. Provide information and assistance to owners of sites, structures, and objects in designating local landmarks to state and national registers.

- g. Coordinate with local historical and tourism group's activities and projects, including promotion of historical awareness in the City.
- h. Coordinate activities with local, regional, and statewide agencies connected with historical preservation.
- i. Record through photographs, descriptions, artifacts, and other appropriate measures those landmarks of significance that cannot be preserved.

**GOAL III 3: INCREASE PUBLIC AWARENESS AND UNDERSTANDING OF McMINNVILLE'S HISTORY AND ITS HISTORIC PRESERVATION PROGRAM**

**Policies:**

**17.02 Promote Historic Preservation Month every May.**

**Proposals:**

- 3.1 Continue to host an annual McMinnville Historic Preservation Awards program and invite community input. Consider creating categories for the nominations to promote a variety of projects. Examples could include: Downtown Rehabilitation, Residential Rehabilitation, Leadership in Preservation, Organization in Preservation, or Community Engagement.**
- 3.2 Host (or co-host) at least one other preservation-related activity or event during the month of May and encourage HLC members to participate. Potential events include This Place Matters, a trivia night at a local coffee shop or pub, a walking tour, or scavenger hunt. Staff time is limited, so try to co-sponsor events or partner with other groups already hosting events.**

**Policies:**

**17.03 Partner with related organizations on programs to establish connections between historic preservation and other city interests.**

**Proposals:**

- 3.2 Consider hosting or sponsoring additional events, either during Preservation Month or the rest of the year.**
- 3.3 Set up a booth at the McMinnville Farmers Market. Have informational brochures available on the historic preservation program and the Historic Resources Inventory along with the Stroll Mac walking tour. The Farmers Market is located near the downtown historic district and provides an opportunity to encourage residents to take in their historic resources.**

- 3.4 Collaborate with the Yamhill County Historical Society and McMinnville Downtown Association to host a lunchtime walking tour or host a tour in conjunction with McMinnville's 3rd on 3rd (Monthly on the 3rd Friday, 27 storefronts and galleries along McMinnville's historic downtown 3rd Street are open late).
- 3.5 Host research sessions (parties) for property owners or neighborhood residents to bring in an address and get help researching the history of the property. Work with the historical society to identify historic photographs of neighborhoods and streetscapes and then take contemporary photographs to do a "then" and "now" profile. Work with volunteers to research a brief (250 words maximum) write up on what changes occurred between the two photos and the significance of the view or neighborhood.
- 3.6 Attend and present information about the historic preservation program at a meeting of the Yamhill County Association of Realtors to help educate real estate agents on the Historic Resources Inventory, financial incentives, and design review.
- 3.7 Work with the Urban Renewal Board to utilize historic preservation as a key revitalization tool supporting both the historic character and regional destination draw of downtown and the larger Urban Renewal Area. Historic preservation can anchor place identity and support an authentic experience for visitors while providing a context for compatible new development. This would support Goal 7 Historic Preservation of the Urban Renewal Plan.
- 3.8 Partner with tribal organizations or consultants to further research and document the history of human settlement in the McMinnville area prior to European explorer arrival to expand the Historic Context section of the Historic Preservation Plan.
- 3.9 Work with utilities to provide modern utility services to historic buildings not designed for delivery of modern services.

**Policies:**

**17.04 Increase interpretation efforts of the city's historic resources.**

**Proposals:**

- 3.9 Reprint the existing walking tour brochure (Stroll Historic McMinnville) and distribute it to downtown businesses, the library, and various city offices with public interaction.
- 3.10 Develop additional walking tours through McMinnville, possibly offshoots from the downtown historic district into the residential neighborhoods. Utilize content from survey work recommendations outlined in the preservation plan. Work with neighborhood groups to develop and participate in these tours.

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- 3.11 Support the character and place identity of neighborhoods within the city through survey and historic context research to understand the unique history and their role relative to the growth and development of McMinnville. This can help support a connection between residents and their neighborhood's history, the preservation of buildings, and education through walking tours.

**Policies:**

- 17.05 Increase and streamline the historic preservation program's media presence.

**Proposals:**

- 3.12 Add "Historic Preservation" as a sub-category under Planning on the city webpage's prominent toolbar under the "Government" tab.
- 3.13 Streamline the historic preservation program's website. Consider using drop-down menus or collapsible lists to make information easy to find at-a-glance. There is a lot of good information on the website, but a visitor needs to know what they're looking for or else they could be overwhelmed. Move the Supporting Documents PDF links up before the Historic Resource Inventory List or add them to the Informational Brochures page. Add a map to the Zoning & Maps tab that is the Historic Resource Inventory showing the color coded ranking and resource number as an alternate means for residents to find out which properties are on the inventory. Convert the Historic Resource Inventory list to a collapsible list.
- 3.14 Make design review easier to find on the website. The guidelines are currently located in Chapter 17.59 of the Zoning Ordinance. They should be copied into their own document to make them easy to find for applicants.
- 3.15 Incorporate GIS mapping of historic properties on the website, either as an interactive map or a PDF.

**GOAL III 4: ENCOURAGE THE PRESERVATION AND REHABILITATION OF HISTORIC RESOURCES**

**Policies:**

- 17.06 Promote local, state, and federal incentives available to historic resources.

**Proposals:**

- 3.16 Create a list of all the incentives available to historic resources and place it on the city's historic preservation website. Consider creating a graphic

handout to have available at any public outreach events (e.g. workshops with real estate and construction professionals).

- 3.17 Consider increasing the maximum individual grant amount of the facade grant program to \$5,000 to allow for projects with a greater impact.
- 3.18 Consider making the facade grant program available to houses (either active rentals or owner-occupied) that are listed on the Historic Resource Inventory as distinctive or significant and to assist with in-kind repairs to character-defining features to directly support integrity retention. This would support work such as repainting, or repairs to wood windows, but would not include the replacement of wood windows.
- 3.19 Explain what properties are eligible for using the Free Design Assistance Program. This appears to be the only local incentive that is available to single-family residential properties, albeit just those located in the Urban Renewal District.

**Policies:**

- 17.07 Strengthen the integration of historic preservation in city planning to capitalize on neighborhood history and character as city assets.

**Proposals:**

- 3.20 Update city zoning per recommendations in this plan to encourage the retention of historic residential character in key areas around the downtown.
- 3.21 Coordinate city guiding policies with preservation planning by keeping city departments/boards/committees apprised of HLC actions and priorities.
- 3.22 Research the use of conservation district overlays in other communities as an alternative to zoning changes.
- 3.23 Consider establishing a conservation district overlay to help retain historic residential character in key areas around the downtown.
- 3.24 Plan to provide to provide modern utility services to historic structures.

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**GOAL III 5: DOCUMENT AND PROTECT HISTORIC RESOURCES**

**Policies:**

- 17.08 Regularly update the Historic Resources Inventory.

**Proposals:**

- 3.24 HLC and staff review per Zoning Ordinance section 17.65.030 of survey work conducted since 1984 to classify surveyed properties as "distinctive."

“significant,” “contributory,” or “environmental.” Conduct public notice and public meetings per Zoning Ordinance section 17.65.070 associated with applying these changes to the inventory.

3.25 Update the inventory after each survey project so the field work, research, and inventory updates are all closely related.

3.26 Work with Yamhill County to include the Historic Resources Inventory classification on property titles. This would start with new transactions and would not be retroactive. This would support the network of real estate agents in their effort to inform prospective property owners of any regulatory requirements associated with a new home and also provides a measure of predictability for new home buyers that the character of the neighborhood they are buying into will not change dramatically and reduce their property value.

3.27 Develop and promote an application process for historic resource designation so that property owners can volunteer to designate their properties for consideration.

3.28 Encourage volunteers to help with updating the local inventory and establish a mechanism which can allow them to share information they gather with the City.

**Policies:**

**17.09 Create tools to better assist applicants through the design review process.**

**Proposals:**

3.29 Develop illustrated design guidelines, grounded in the Secretary of the Interior’s Standards, to ensure consistency and fairness in design review.

3.30 Consider posting an example completed application on the city website to demonstrate to applicants how to successfully navigate the design review process.

3.31 Consider establishing multi-family design standards for the residential properties which surround downtown.

**Policies:**

**17.10 Train the HLC and staff.**

**Proposals:**

3.32 Encourage HLC members and staff to regularly attend SHPO trainings for CLGs. This provides an important opportunity for HLC members to talk with



other commission members and experience how other communities approach historic preservation.

**3.33** Work with Yamhill County to host CLG training

**3.34** Continue internal conversations between planning staff and the city's building official to ensure departments are working well together.

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**3.35** Invite the city's building code official to workshops and other continuing education events to ensure they are up-to-date on historic preservation efforts and policies in the city.

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**3.36** Train HLC and staff in requirements to place modern utility services in historic buildings, and challenges to providing those services that may include the costs and need for space that may be required to place modern utilities in historic structures.

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**Policies:**

**17.11** Continue to explore National Register nominations.

**Proposals:**

**3.36** Evaluate the viability of a north downtown residential nomination.

**3.37** Work with Linfield College on a Historic Resources Inventory and potential campus nomination.

**3.38** Evaluate a MPD for "Historic Granaries of McMinnville"

**3.39** Explore a landscape nomination for City Park.

**Policies:**

**17.12** Implement survey recommendations identified in Chapter 4 of the Historic Preservation Plan.

**Proposals:**

**3.40** Review findings from survey work conducted since 1984 to update the Historic Resource Inventory.

**3.41** Conduct a reconnaissance level survey in the Hayden, Saylor, Baker, and Martin Additions.

**3.42** Conduct a reconnaissance level survey to document the residential properties around the downtown area, particularly Rowlands Addition.

**3.43** Conduct a reconnaissance level survey of Chandler's 2nd Addition to include properties built through 1969 (or 50 years prior to whatever year the

survey is conducted).

**3.44** Conduct a reconnaissance level survey along SE Baker Street.

**3.45** Develop design review guidelines for the properties along SE Baker Street (or establish a conservation district) to retain the concentration of historic character at this entry to the city.

**3.46** Accommodate design and space for placement of modern utility services.

**Policies:**

**17.13** Provide resources for historic property owners to protect their historic properties.

**Proposals:**

**3.46** Consider conducting a survey of the downtown historic district to identify those properties which may be vulnerable to damage during a seismic event.

**3.47** Assist property owners within the district as they carry out seismic retrofitting. This could be making them aware of any available financial incentives or working with groups of owners (with adjacent properties on a single block) to jointly tackle retrofits.

**GOAL III 6: INCREASE HERITAGE TOURISM**

**Policies:**

**17.14** Amplify the heritage tourism program for McMinnville.

**Proposals:**

**3.48** Work with Visit McMinnville to expand visitor awareness of McMinnville's heritage and historic resources online as a heritage tourism attractor.

**3.49** Coordinate efforts to promote McMinnville as a destination for visitors with Visit McMinnville during Historic Preservation month.

**EDUCATION**

**GOAL III 7: TO PROVIDE FOR THE EDUCATIONAL NEEDS OF McMINNVILLE THROUGH THE PROPER PLANNING, LOCATION, AND ACQUISITION OF SCHOOL SITES AND FACILITIES.**

**Policies:**

**18.00** *The City of McMinnville shall cooperate with the McMinnville School District in the planning for future schools.*

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19.00 *The location of future school sites shall be coordinated between the City and the McMinnville School District.*

- 20.00 *The City of McMinnville shall encourage the joint purchase, maintenance, and usage of recreational facilities with the McMinnville School District where acceptable to both parties.*

Proposals:

- 4.00 A task force for school planning should be created. The task force should consist of some members from the Planning Commission, City Council, and School Board. City and school administration and planning staffs should serve as advisors.

The functions of this group will be to exchange information and ideas on school planning projects, recommend school site locations to the School Board, and examine joint parks-school sites.

- 5.00 The Planning Department should assist the McMinnville School District in the development of a common student population projection scheme.



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**Planning Department**  
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# MINUTES

**March 21, 2019**  
**Planning Commission**  
**Regular Meeting**

**6:30 pm**  
**McMinnville Civic Hall, 200 NE 2<sup>nd</sup> Street**  
**McMinnville, Oregon**

**Members Present:** Chair Roger Hall, Commissioners: Erin Butler, Martin Chroust-Masin, Susan Dirks, Christopher Knapp, Gary Langenwalter, Roger Lizut, and Lori Schanche

**Members Absent:** Amanda Perron

**Staff Present:** Chuck Darnell – Senior Planner, Heather Richards – Planning Director, and Tom Schauer – Senior Planner

## 1. Call to Order

Chair Hall called the meeting to order at 6:30 p.m.

## 2. Citizen Comments

None

## 3. Approval of Minutes

- **February 21, 2019 Work Session Minutes**
- **February 21, 2019 Planning Commission Minutes**

Commissioner Butler pointed out an error in the minutes on page 5 where she had asked why the applicant was not building townhomes instead of Commissioner Perron.

Commissioner Langenwalter moved to approve the February 21, 2019 minutes as amended. The motion was seconded by Commissioner Chroust-Masin and passed 8-0.

## 4. Public Hearing:

### **A. Quasi-Judicial Hearing. Conditional Use Permit (CU 1-19)**

Request: Conditional Use Permit to operate a bed and breakfast establishment within an existing home. The property is currently approved for a resident-occupied short-term rental, which allows no more than two guest sleeping rooms. A Conditional Use Permit for a bed and breakfast establishment would authorize three or more guest sleeping rooms. The applicant is requesting approval for up to four guest sleeping rooms within the existing home.

Location: The subject site is zoned R-4 (Multiple Family Residential) and is located at 806 SE Davis Street. It is more specifically described as Tax Lot 1100, Section 21CC, T.4 S., R. 4 W., W.M.

Applicant: Katherine Jabuka

Chair Hall opened the public hearing and read the hearing statement. He asked if there was any objection to the jurisdiction of the Commission to hear this matter. There was none. He asked if any Commissioner wished to make a disclosure or abstain from participating or voting on this application. There was none. Chair Hall asked if any Commissioner needed to declare any contact prior to the hearing with the applicant or any party involved in the hearing or any other source of information outside of staff regarding the subject of this hearing. There was none. Chair Hall asked if any Commissioner had visited the site. If so, did they wish to discuss the visit to the site? Several members of the Commission had visited the site. There was no discussion regarding the visits.

Senior Planner Schauer presented the staff report. This was a request for a conditional use permit to operate a bed and breakfast at 806 SE Davis Street. The property was in the R-4 zone. He explained the location of the property, surrounding neighborhood, and locations of other short term rentals. He then reviewed the approval criteria and conditions. The property would need to be registered with the City and would pay the transient lodging tax. There would be a maximum of four guest rooms and it would be resident occupied. It would need to comply with the required parking as well. If a sign was added in the future, it would need to comply with the standards. Smoke detectors were also required. They might need to upgrade their meter size through McMinnville Water and Light. The permit would need to be renewed annually. Staff recommended approval with conditions.

Commissioner Chroust-Masin clarified this was an application for renting four bedrooms. He asked where the resident lived. Senior Planner Schauer said they would either use one of the bedrooms and rent the other three or they would use the living area as a studio residence.

Commissioner Langenwalter pointed out a spelling error on page 155. He also commented on Condition 2 and how there was no maximum occupancy listed. Senior Planner Schauer said that was the way the definition was written for a bed and breakfast, limiting it to the four guest bedrooms and allowing 6 or more guests.

Commissioner Langenwalter thought that should be revisited at a later time.

There was no public testimony.

Chair Hall closed the public hearing.

Commissioner Dirks thought the application should be approved, but wished the applicant had come to the hearing.

Based on the findings of fact, conclusionary findings for approval, and materials submitted by the applicant, Commissioner Schanche MOVED to APPROVE CU 1-19 subject to the conditions of approval. SECONDED by Commissioner Lizut. The motion PASSED 8-0.



**B. Legislative Hearing. Comprehensive Plan Text Amendment: Great Neighborhood Principles (G 1-19)**

Request: The City of McMinnville is proposing text amendments to Chapter IX (Urbanization) of the McMinnville Comprehensive Plan. The proposal is related to the incorporation of Great Neighborhood Principles (GNP) into the City's land use planning program. The purpose of the GNP is to define what makes a great neighborhood in McMinnville, and to identify and describe specific principles (which also could be referred to as elements or characteristics) that shall be achieved in every neighborhood. The GNP will ensure that new development and redevelopment, as it occurs, creates places and neighborhoods that are livable, healthy, social, safe, and vibrant for all residents of McMinnville. The GNP will guide future development, and will also be used to guide future development code updates establishing more detailed requirements to achieve and implement the GNP.

Applicant: City of McMinnville

Chair Hall opened the public hearing. He asked if there was any objection to the jurisdiction of the Commission to hear this matter. There was none. He asked if any Commissioner wished to make a disclosure or abstain from participating or voting on this application.

Commissioner Schanche disclosed that she participated on the Project Advisory Committee for this project.

Senior Planner Darnell gave the staff report. This was a legislative hearing for Comprehensive Plan text amendments related to Great Neighborhood Principles. The intent of the principles was to create great neighborhoods in McMinnville by including certain elements in future developments. A Project Advisory Committee had overseen the project and there had been a public engagement process. The proposed text amendments were recommended to be added to the Urbanization Chapter of the Comprehensive Plan. Each of the 13 principles would become policies in the new section of the chapter. He reviewed the language that would be added including the intent, how the principles would be applied, a description of each principle, and proposals to implement the principles. The principles were: natural feature preservation, scenic views, parks and open spaces, pedestrian friendly, bike friendly, connected streets, accessibility, human scale design, mix of activities, urban/rural interface, housing for diverse incomes and generations, housing variety, and unique and integrated design elements. No public testimony had been received about the text amendments. McMinnville Water and Light had suggested some amendments to the principles, which had been provided to the Commission that night. Some of the suggestions were more detailed than the policy level principles that had been drafted. These amendments had not been taken to the Project Advisory Committee or the public. Staff did not think they should be adopted at this time, however he explained the few additions to the language that staff recommended to address the intent of McMinnville Water and Light's comments. If the Commission recommended approval, these text amendments would go to the City Council on April 9. He explained the positive feedback they had received from the public for creating these principles.

Commissioner Dirks asked why McMinnville Water and Light waited so long before making such substantial changes and what was their response to staff's proposal. Senior Planner Darnell said McMinnville Water and Light was contacted for comments at the end of the process, as was the standard procedure. Staff had not shared the suggested language with them yet, but if the Commission approved it, they would share that with McMinnville Water and Light before it went to Council.

Planning Director Richards had let McMinnville Water and Light know about staff's recommendation. The City did not have this type of micro language in the code. She thought McMinnville Water and Light wanted to ensure the utility's infrastructure was a consideration when designing and planning neighborhoods. She thought the amended language staff was proposing would give that assurance. There were other policies in the Comprehensive Plan dealing with infrastructure systems as well.

Commissioner Dirks wanted to make sure that McMinnville Water and Light understood the Commission was not ignoring the suggestions, but that the level of detail was not in the great neighborhood principles.

There was no public testimony.

Chair Hall closed the public hearing.

Commissioner Langenwaller proposed adding an Item C under number 7, Accessibility, to read, "Great neighborhoods are designed such that owning a vehicle can be optional."

Commissioner Chroust-Masin did not think adding the language was necessary because it was always optional. He was in favor of the text amendments, and wanted to make sure they would not end up on a shelf unused.

Planning Director Richards recommended adding Commissioner Langenwaller's proposed language under number 9, Mix of Activities.

Commissioner Langenwaller pointed out a current residential development in the western area of McMinnville that was designed to require residents to have cars.

Commissioner Dirks said the Project Advisory Committee had worked for several months on these text amendments. She did not think it was in Commission's purview to make these changes if the issue was not raised in the public process.

Commissioner Butler pointed out the development to the west was not done under the Great Neighborhood Principles. She was in favor of adding the proposed language to number 9 and have it be associated with the Mix of Activities principle.

Based on the findings of fact, conclusionary findings for approval, and materials submitted by the staff, Commissioner Langenwaller MOVED to RECOMMEND APPROVAL to the City Council for G 1-19 including proposal 48, amendment to policy 187.20, and added Item C to Great Neighborhood Principle number 9. SECONDED by Commissioner Knapp. The motion PASSED 8-0.

### **C. Legislative Hearing. Comprehensive Plan Text Amendment: Historic Preservation Plan (G 2-19)**

Request: The City of McMinnville is proposing to amend the goals and policies of Chapter III (Cultural, Historical, and Educational Resources) of McMinnville's Comprehensive Plan and to adopt a Historic Preservation Plan as an appendix to the Comprehensive Plan to provide a guide for the City's historic preservation program for the next 15 to 20 years. The Historic Preservation Plan would include the following elements: a historic context statement for McMinnville; an overview of the current status of the

City's historic preservation program; goals, policies, and proposals to guide future historic preservation work and activities to be completed by the City (which would also be included in Chapter III of the Comprehensive Plan as described above); and an implementation matrix organizing the future historic preservation work and activities into ongoing, short-term, mid-term, and long-term timeframes. The Historic Preservation Plan would not include any specific changes to any development code or regulatory processes. There are some recommendations on potential code amendments to analyze further and future survey work to complete, but no changes would occur to the City's development code or regulatory processes from the action to adopt the Historic Preservation Plan.

Applicant: City of McMinnville

Chair Hall opened the public hearing. He asked if there was any objection to the jurisdiction of the Commission to hear this matter. There was none. He asked if any Commissioner wished to make a disclosure or abstain from participating or voting on this application. There was none.

Senior Planner Darnel provided the staff report. This was another legislative hearing for Comprehensive Plan text amendments related to the incorporation of a Historic Preservation Plan. A couple of years ago the City updated the historic preservation chapter of the City's code and incorporated new regulations in response to an update to the Oregon Administrative Rules for how historic resources were treated. The OARs called for a historic preservation ordinance, following the Secretary of the Interior's standards and guidelines, creating a local historic context statement, and adopting a Historic Preservation Plan. He explained the process for developing the Plan, which would be a guide to the City's historic preservation program for the next 15-20 years. There were stakeholder meetings, public meetings, and Historic Landmarks Committee meetings where input was received that helped guide the process. The proposed text amendments would be added to the Cultural, Historical, and Educational Resources Chapter of the Comprehensive Plan and new goals, policies, and proposals would be added to the existing section titled Historic Preservation. The entire Historic Preservation Plan would be adopted as an appendix to the Comprehensive Plan as well. He then reviewed the components of the Historic Preservation Plan which included the historic context statement, evaluation and status of the current program, new goals, policies, and proposals, implementation plan, and maps identifying areas for further consideration and study. Some of the goals were to increase awareness of McMinnville's history and Historic Preservation Program, encourage the preservation and rehabilitation of historic resources, document and protect historic resources, and increase heritage tourism. No public testimony had been received on this item. McMinnville Water and Light had some recommendations for language changes. Staff had reviewed those changes, which focused on modern utility services to historic structures. Some of it was too detailed and did not fit well with the policies. Staff recommended a new proposal under Goal 3.4 to encourage the preservation and rehabilitation of historic resources that acknowledged the need to provide modern utility services to these buildings, but also that there was an overarching goal of preserving the historic character of those places. If the Commission approved the text amendments, they would go to the City Council on April 23.

Commissioner Schanche asked if there was a reason the comments from McMinnville Water and Light came in so late. Senior Planner Darnell said similar to the previous text amendments, the standard notification process had prompted their response and staff had reviewed their recommendations, but felt that they did not fit in well with the policy level language in the remainder of the proposed Comprehensive Plan text amendments. Staff still suggested addressing the comments by including the proposed new proposal.

Commissioner Schanche was in support of the text amendments. She pointed out a typo in the Historic Preservation Plan on page 13.

Commissioner Butler pointed out a typo on page 32.

Commissioner Dirks wanted to make sure realtors knew that properties were on the historic landmarks list when they were sold. Proposal 3.26 addressed that, but it was not a short term priority. Senior Planner Darnell said the Historic Landmarks Committee had been discussing how to make property owners more aware of properties that were historic resources and it was part of their work plan for 2019.

Commissioner Dirks asked about the revision to the Plan for the pre-European settlement history. Senior Planner Darnell explained that was Proposal 3.08, to partner with tribal organizations to further research and document the history of human settlement prior to the European explorer arrival to expand the historic context in the Plan. That was a mid-term policy in the implementation chapter.

Commissioner Langenwaller asked if the City adopted the Historic Preservation Plan, why were there no changes to the Development Code or regulatory processes. Senior Planner Darnell explained the Plan did not include any specific updates to the historic review processes.

Commissioner Chroust-Masin thought people should be aware that it was a voluntary program and there was a process to withdraw from the program and that should be included in the Plan. If they wanted people to stay in the program, there needed to be some incentives for them. He suggested putting plaques on buildings with the histories of the buildings for walking tours and more awareness. Senior Planner Darnell stated that the withdrawal from the program was not necessarily voluntary, but that there was a process that a property owner could go through to request removing their property from the Historic Resource Inventory. He discussed the process for getting properties unlisted from the inventory, and also stated that there was a proposal included in the plan to continue creating walking tour brochures to highlight historic properties.

Cynthia Lopez, McMinnville resident, advocated for adding language to the Plan letting people know in the buying process that they were buying a historic house. She was also in favor of adding plaques to the homes.

Chair Hall closed the public hearing.

Commissioner Lizut had served on the historic preservation committee in Corvallis and that committee did not have the kind of support and quality that this Plan provided. He thought it was a good and impressive Plan and it would be a very useful tool to protect what McMinnville had and to guide the future.

Commissioner Langenwaller complimented all those involved in the creation of the Plan. It was thorough and well done.

Based on the findings of fact, conclusionary findings for approval, and materials submitted by the staff, Commissioner Lizut MOVED to RECOMMEND APPROVAL to the City Council for G 2-19 including the amendment addressing McMinnville Water and Light's concerns. SECONDED by Commissioner Langenwaller. The motion PASSED 8-0.

## 5. Old/New Business

None

#### **6. Commissioner/Committee Member Comments**

Commissioner Schanche suggested reordering the agenda so those items that had public testimony would go first.

Commissioner Dirks liked the reorganization of the staff report. Planning Director Richards said that had been part of the Strategic Plan.

#### **7. Staff Comments**

Planning Director Richards said staff had been watching the legislature regarding the planning bills that were being discussed, especially regarding affordable housing. She explained proposed HB 2001 and how she had given feedback on amendments to the bill.

#### **8. Adjournment**

Chair Hall adjourned the meeting at 8:16 p.m.

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Heather Richards  
Secretary