



City Council Meeting Agenda

Tuesday, July 11, 2023

6:00 p.m. – Work Session Meeting

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

7:00 p.m. –EXECUTIVE SESSION – (CLOSED TO THE PUBLIC)

REVISED 07/10/2023

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

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

- *Email at any time up to **12 p.m. on Monday, July 10th** to claudia.cisneros@mcminnvilleoregon.gov*
- *If appearing via telephone only please sign up prior by **12 p.m. on Monday, July 10th** by emailing the City Recorder at claudia.cisneros@mcminnvilleoregon.gov as the chat function is not available when calling in zoom;*
- *Join the zoom meeting use the raise hand feature in zoom to request to speak, once your turn is up we will announce your name and unmute your mic. **You will need to provide your First and Last name, Address, and contact information (email or phone) to the City.***

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

mcm11.org/live

CITY COUNCIL WORK SESSION & REGULAR MEETING:

You may join online via Zoom Meeting:

<https://mcminnvilleoregon.zoom.us/j/84797045601?pwd=MWlsZU1KYkhWOE1qR29OZCtLaUhlUT09>

Zoom ID: 847 9704 5601

Zoom Password: 760839

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

ID: 847 9704 56017

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

1. CALL TO ORDER
2. GROWING MCMINNVILLE MINDFULLY UPDATE
3. ADJOURNMENT OF WORK SESSION

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

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

The Mayor will announce that interested audience members are invited to provide comments. Anyone may speak on any topic other than: a matter in litigation, a quasi-judicial land use matter; or a matter scheduled for public hearing at some

future date. The Mayor may limit comments to 3 minutes per person for a total of 30 minutes. The Mayor will read comments emailed to City Recorded and then any citizen participating via Zoom.

4. PRESENTATION

- a. History Books Presentation from MW&L Commissioner Ed Gormley

5. ADVICE/ INFORMATION ITEMS

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

6. CONSENT AGENDA

- a. Consider **Resolution No. 2023-42**: A Resolution authorizing the City Manager to enter into a contract with Haworth, Inc. for the procurement, construction and installation of the Orchard Ave Storm Main Replacement, Project 2023-5. **(Added on 07.10.2023)**

7. CITY COUNCIL EXECUTIVE SESSION - (NOT OPEN TO THE PUBLIC) **(Added on 07.10.2023)**

- a. CALL TO ORDER
- b. **Executive Session pursuant to ORS 192.660(2)(e)**: To conduct deliberations with persons designated by the governing body to negotiate real property transactions.
- c. ADJOURNMENT OF EXECUTIVE SESSION AND RECONVENE OF REGULAR CITY COUNCIL MEETING

8. RESOLUTION

- a. Consider **Resolution No. 2023-44**: A Resolution Approving an Intergovernmental Agreement Between the City of McMinnville, Oregon, and McMinnville Fire District and For Temporary Fire and Emergency Response Services for a Specified Term. **(Added on 07.10.2023)**

9. ADJOURNMENT OF REGULAR MEETING



City of McMinnville
Community Development
231 NE Fifth Street
McMinnville, OR 97128
(503) 434-7311
www.mcminnvilleoregon.gov

STAFF REPORT

DATE: July 11, 2023
TO: Mayor and City Councilors
FROM: Heather Richards, Community Development Director
SUBJECT: Work Session: Growing McMinnville Mindfully, Part II

STRATEGIC PRIORITY & GOAL:



GROWTH & DEVELOPMENT CHARACTER

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

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

Report in Brief:

This is a work session to review the draft results of a Housing Needs Analysis, Economic Opportunities Analysis and Public Land Need Analysis for the planning periods of 2021 – 2041 and 2041 – 2067.

Per HB 2003 (2019 Oregon Legislative Session), the City of McMinnville needs to adopt and submit a Housing Needs Analysis to the Department of Land Conservation and Development by December 31, 2023.

This work was started in 2018/2019 resulting in draft documents that needed to be updated to reflect the December 2020 (acknowledged by DLCDC April 2021) UGB amendment for the planning period of 2003 – 2023, and the recent mandates from the Oregon Legislature for missing middle housing code reforms as well as reduction of capacity analysis for rural residential lands within the UGB for more than 14 years.

That work was recently completed (partially funded by a DLCDC grant), and this work session will review the final results and next steps.

Background:

In 2018, the City of McMinnville initiated an effort to update its Housing Needs Analysis (HNA), Economic Opportunities Analysis (EOA) and Public Lands Analysis.

In Oregon Land Use planning cities must maintain a buildable land supply to support necessary population growth for twenty years. This is accomplished through a needs analysis process. It is a

highly regulated process governed by state legislation (Oregon Revised Statutes (ORS)) and rulemaking (Oregon Administrative Rules (OAR)). If the needs analysis identifies a need for additional land supply, cities must determine how they are going to meet that need, either by increasing density within the existing urban growth boundary or by expanding the urban growth boundary, or both. Cities typically will conduct an efficiency measures analysis to identify opportunities for growth and higher density within the city's urban growth boundary prior to expanding the urban growth boundary. If cities choose to expand their urban growth boundary, cities must then embark on a land analysis of land adjacent to the existing urban growth boundary to determine where it is appropriate to expand. Like the needs analysis, the efficiency measures analysis and urban growth boundary analysis are highly regulated with ORS and OARs.

In 2018, after realizing the negative effects of constrained land supply on the City of McMinnville's housing market and employment opportunities, the City elected to initiate the needs analysis with a mindset that it would lead eventually to an urban growth boundary amendment even after an efficiency measures analysis. City Council direct staff to plan for both a twenty-year growth horizon (2021 -2041) as well as a fifty-year growth horizon (2021 – 2067) in order to adopt a future Urban Reserve Area so that the City did not find itself in the same predicament in the future.

The last time the City had successfully adopted a Housing Needs Analysis was in 2001 and although the needs analysis and resulting efficiency measures indicated a need to expand the city's urban growth boundary for future growth, the city was not successful in adopting a new urban growth boundary that met the city's identified need due to legal challenges, eventually resulting in a Court of Appeals remand to the City in 2013.

Thus, the city engaged a consultant team and worked with a project advisory committee on a buildable lands inventory, housing needs analysis and economic opportunities analysis throughout 2018 and 2019.

At the same time, during the 2019 Oregon Legislative Session, two house bills were adopted, HB 2001 and HB 2003. Both bills impacted state legislation and eventually rulemaking relative to how cities implemented needs analyses. Knowing that the legislation and rulemaking would take some time to enact, the City put a pause on these efforts, and turned towards the 2013 urban growth boundary remand to see if that would lead to a quicker resolution to the city's land supply issues rather than a new effort. City staff worked on a response to the Court of Appeals remand in 2020 and in April, 2021 learned that the submittal had been approved by the Department of Land Conservation and Development and was not appealed.

In order to preserve their efforts from 2018 and 2019, in May 2020, the City of McMinnville submitted the following "PAPA" notices (Notice of Proposed Amendments) to DLCD:

- **HNA.** Housing Needs Analysis and Residential Buildable Land Inventory (June 2019 Draft).
- **Housing Strategy.** (June 2019 Draft).
- **EOA.** Economic Opportunities Analysis, Employment Land Buildable Land Inventory, and Other Land Needs (February 2020 Draft). The City subsequently completed additional updates to the February 2020 draft in June 2020 after the initial PAPA submittal to DLCD. The City subsequently submitted the updated draft as an amended PAPA notice in May 2021.

In addition to the HNA, Housing Strategy and EOA, the City prepared a Memo updating the HNA (Addendum 1 to the HNA) in June 2020 to address any new discoveries since the June 2019 draft was completed, and an Urbanization Study that served as a summary of the HNA/EOA analysis. All of which were provided as part of the PAPA notices.

As part of the PAPA notice for these documents in May 2020, the City needed to provide a specific date for a public hearing, and the City elected to select May 20, 2021, for the public hearing date to provide enough time for the HB 2001 and HB 2003 rulemaking to conclude.

On May 20, 2021, the Planning Commission opened and continued the public hearing to May 18, 2023. And then on May 9, 2023, the City noticed that the public hearing would be continued to September 7, 2023, to consider the final documents. This was done to preserve the work and investment that went into the 2018/2019 effort and to just focus on a limited update in 2023. Legal counsel and DLCD staff concurred with the process.

Since these documents were completed and noticed to the Department of Land Conservation and Development, there have been two significant developments that have occurred which impact the outcomes of these draft documents:

- The City’s successful completion of the McMinnville Growth Management and Urbanization Plan (MGMUP), which amended the existing urban growth boundary by adding 662.40 gross buildable acres to the urban growth boundary.
- HB 2003 rulemaking which mandated a calendar of when cities needed to adopt a new Housing Needs Analysis (OAR 660-008-0045). The City of McMinnville was assigned an adoption date of December 31, 2023. (Please see table below).
- New DLCD program for the development of a Housing Production Strategy to meet the mandates of HB 2003.

Housing Capacity Analysis Update Schedule for Oregon
Cities with a population above 10,000 (Required by ORS 197.296)

OAR 660, Division 8 – Exhibit A

Adopted by the Land Conservation and Development Commission November 12, 2020.

Updated November 23, 2020.

Cities to adopt updated Housing Capacity Analyses (HNA) by December 31st of the listed year.

	2022	2023	2024	2025	2026	2027
1	Grants Pass	Ashland	Bend	Springfield	Eugene	Central Point
2	Newport	Beaverton	Hermiston	The Dalles	Troutdale	Corvallis
3		Forest Grove	Sandy			Cottage Grove
4		Gresham				St. Helens
5		Happy Valley				
6		Hillsboro				
7		Lake Oswego				
8		McMinnville				
9		Medford				
10		Milwaukie				
11		Portland				
12		Tigard				
13		West Linn				
14		Wilsonville				

The City is able to preserve the work that has already been done thus far to meet the HB 2003 mandate, but it must be updated to reflect the new urban growth boundary amendment (buildable land inventory) and the application of the provisions of HB 2001 to the new urban growth boundary amendment. Then if the needs analysis shows additional land need for the 2021 – 2041 planning horizon, the City will need to conduct an efficiency measures analysis, and if there is still land need remaining, embark on a new urban growth boundary amendment.

Normally, the City would need to show how it will meet its identified land need when it adopts the HNA by December 31, 2023. However, anticipating that the analysis would more than likely show additional land need, the City has already been in discussion with DLCD about participating in their sequential UGB process (OAR 660-025-0040) which allows the City to submit the land need analysis and then work on how to meet the land need through land-use efficiencies to increase density within the current UGB (December 31, 2024) and a UGB amendment (December 31, 2025) in subsequent years.

Discussion:

The updated McMinnville Urbanization Report (attached) provides a summary of the key data and findings for the Housing Needs Analysis, Economic Opportunities Analysis and Public Land Needs Analysis.

Population Forecast Used:

McMinnville’s 5-, 10-, 20-, and 46-Year Population Forecast, McMinnville UGB, 2021, 2026, 2031, and 2067

Source: Population Research Center, Portland State University, June 30, 2017.

36,238	38,985	41,813	47,498	62,803
2021	2026 (5-year)	2031 (10-year)	2041 (20-year)	2067 (46-year)

(Note this is provided by Portland State University’s Portland Research Center and cities are required to use it per state law. It has been updated since the 2017 forecast was released, but the City made a policy decision to continue to use the 2017 population forecast so as not to rework the entirety of the documents to reflect new forecasts. This is allowed by state law and is a policy decision that was supported by DLCD staff.)

Land Deficiency Identified (gross buildable acres):

<i>Planning Period</i>	<i>Housing Land Need</i>	<i>Employment Land Need</i>	<i>Public / Institutional Land Need</i>	<i>Total</i>
<i>2021 – 2041 (Urban Growth Boundary)</i>	<i>202 Acres</i>	<i>29 Industrial 159 Commercial 188 Acres</i>	<i>94 Acres</i>	<i>484 Acres</i>
<i>2041 – 2067 (Urban Reserves Area)</i>	<i>1066 Acres</i>	<i>176 Industrial 237 Commercial 413 Acres</i>	<i>298 Acres</i>	<i>1626 Acres</i>

Next Steps:

- Adopt and submit the land needs analysis to DLCD - December 31, 2023.
- Evaluate land-use efficiencies – January 1 – December 31, 2024
- Adopt and submit a UGB amendment, if needed, to DLCD – December 31, 2025

Attachments:

- Draft Updated McMinnville Urbanization Report (2023)
- Draft Updated McMinnville Housing Needs Analysis (2023)
- Draft Updated McMinnville Economic Opportunities Analysis (2023)

Fiscal Impact:

Updating the Housing Needs Analysis and Economic Opportunity Analysis cost approximately \$50,000. DLCD provided a grant of \$25,000. Staff provided staff support at \$11,500.

Per HB 2003 (2019), the City of McMinnville will need to update its Housing Strategy to conform with the mandates of the state legislation and the resulting program that the Department of Land Conservation and Development constructed to support the state legislation. This will need to be submitted by December 31, 2024. It is anticipated that this effort will cost the City of McMinnville approximately \$35,000 in consultant expenses and \$15,000 in staff resources.

It is anticipated that the efficiency measures evaluation will cost the City of McMinnville approximately \$50,000, and if needed a new urban growth boundary amendment will cost the City of McMinnville approximately \$250,000. It is anticipated that this effort will cost the City of McMinnville approximately \$300,000 in consultant expenses and \$150,000 in staff resources.

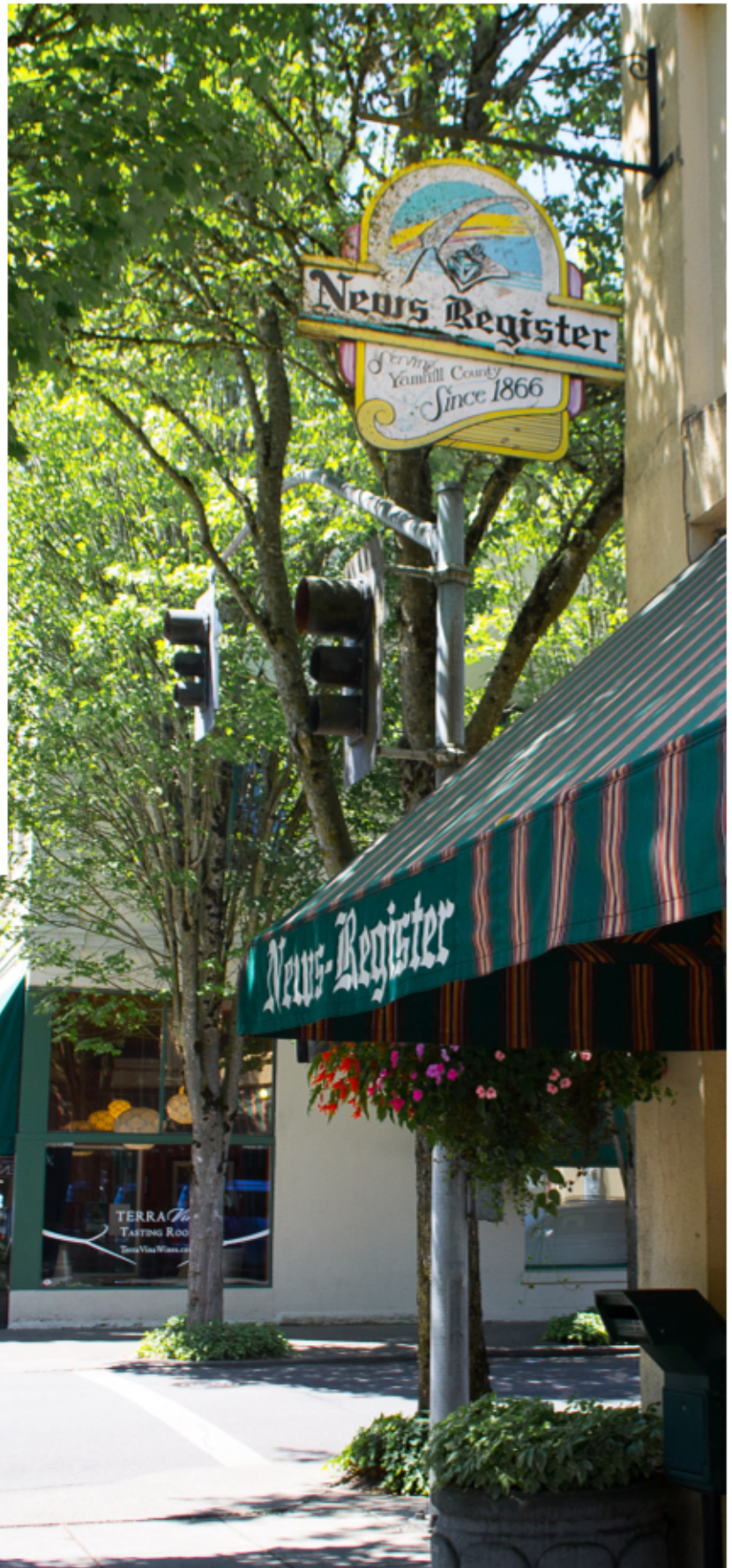


Updated McMinnville Urbanization Report:

Housing Needs Analysis and Economic Opportunities Analysis

TABLE OF CONTENTS

- Urbanization Report: Summary.....3
- Introduction.....4
- Buildable Lands Inventory.....5
- Housing Needs Analysis.....7
- McMinnville’s Population and Households.....8
- McMinnville’s Housing Market.....11
- Housing Affordability.....13
- Factors Affecting Housing Need.....17
- Development Capacity.....19
- Accommodating Needed Housing.....20
- Key Findings and Conclusions.....22
- Housing Policy Recommendations.....23
- Economic Opportunities Analysis.....24
- Factors Affecting Economic Growth.....25
- Employment in McMinnville.....27
- Competitive Advantages and Target Industries.28
- Forecast of Employment Growth and Land Sufficiency.....29
- Public Institutional Land Needs.....30
- Acknowledgments.....31



MCMINNVILLE URBANIZATION REPORT: SUMMARY

The City of McMinnville is in the process of reviewing future land needs and sufficiency of its Urban Growth Boundary (UGB) to meet those needs for a 20-year planning period beginning in 2021, this report was updated in 2023 to account for development through 2021 and the 2020 UGB expansion.

This evaluation process requires several technical studies. These include:

- a Goal 10 compliant housing needs assessment (HNA) and residential buildable land inventory,
- a Goal 9 compliant Economic Opportunities Analysis (EOA) and an employment buildable lands inventory, and
- an assessment of public and institutional land needs (e.g., parks, schools, etc).

These analyses allow the City of McMinnville to assess whether there is sufficient land within the Urban Growth Boundary (UGB) to accommodate land needs for the 20-year period between 2021-2041. The purpose of the Urbanization Report is to (1) evaluate growth forecasts; (2) inventory how much buildable land the City has; (3) identify housing needs; (4) identify economic development strategies; and (5) determine how much land the City will need to accommodate growth between 2021-2041.

McMinnville is growing. The official population forecast projects that McMinnville will grow at 1.36% annually adding 11,260 new residents during the 2021-2041 period. This translates into a need for 4,657 new housing units.



MCMINNVILLE NEEDS 484 ACRES TO ACCOMMODATE GROWTH THROUGH 2041

McMinnville's UGB will not accommodate all of McMinnville's housing needs. Over the planning period through 2041, McMinnville has a deficit of capacity for 1,101 dwelling units, which means the City has an approximate deficit of about 202 gross residential acres through 2041. For employment growth McMinnville will also need an additional 188 gross acres to accommodate employment needs for the 2021 to 2041 period (29 industrial acres and 159 commercial acres). Finally, McMinnville will need an additional 94 acres in the 2021 to 2041 period for public and institutional uses (e.g., parks, schools, infrastructure, churches, etc.)

LAND USE TYPE	SURPLUS (DEFICIT)	
	20-YEAR (2021-2041)	46-YEAR (2021-2067)
Residential	(202)	(1,268)
Public or Institutional	(94)	(397)
Industrial	(29)	(29)
Commercial	(159)	(416)
Total	(484)	(2,110)

Source: ECONorthwest

INTRODUCTION



The City of McMinnville is in the process of analyzing whether it has enough land to accommodate future growth. McMinnville last reviewed its Urban Growth Boundary (UGB) in 2007-08. The UGB is the line that determines the outer extent of urban growth in McMinnville. McMinnville is growing — between 2000 and 2019 the city grew by 28% adding 7,431 new residents. Growth is forecast to continue — McMinnville is projected to grow to 47,498 in 2041 — a 29% increase over the 2019 population.

This report is the culmination of several years of work and was updated in 2023 to account for changes in McMinnville in recent years. It summarizes the results of two longer technical reports and a series of memoranda that evaluate different elements of land need and supply in McMinnville:



- **City of McMinnville Housing Needs Analysis (HNA)** presents the full results of the housing needs analysis (HNA) for McMinnville and is intended to comply with statewide planning Goal 10 (housing) and Oregon Administrative Rule (OAR) 660-008. It includes an inventory of buildable residential lands in McMinnville and an estimate of new housing units needed to accommodate forecast population growth.
- **City of McMinnville Housing Strategy**, presents recommendations and implementation actions intended to result in policy changes that provide opportunities for development of housing to meet McMinnville's identified housing needs.
- **McMinnville Economic Opportunities Analysis (EOA) Update**, includes a buildable lands inventory of commercial and industrial lands within the Urban Growth Boundary (UGB), an analysis of commercial and industrial land needs for the next 20 years (and longer), and a determination of sufficiency of whether the buildable lands in the UGB will meet the 20-year identified needs.
- **Public and Institutional Land Needs**, estimates other land needs that are not addressed in the HNA and EOA documents. This includes parks, schools, churches, cemeteries and other public and Institutional land needs.



City staff and ECONorthwest staff worked with the Housing Needs Analysis Project Advisory Committee (HNAPAC) to review the results of the Housing Needs Analysis and develop the Housing Policy and Actions Strategy, and the Economic Opportunities Assessment Project Advisory Committee (EOAPAC) to review the results of the Economic Opportunities Analysis and public/institutional land needs. The report reflects updates completed in 2023 to account for: land added to McMinnville's UGB in 2020, development in McMinnville through 2021, and to meet requirements of new State legislation.

This report is organized by the following sections:

- **Buildable Lands Inventory**
- **Housing Needs Analysis**
- **Economic Opportunities Analysis**
- **Public and Institutional Land Needs**

Overview

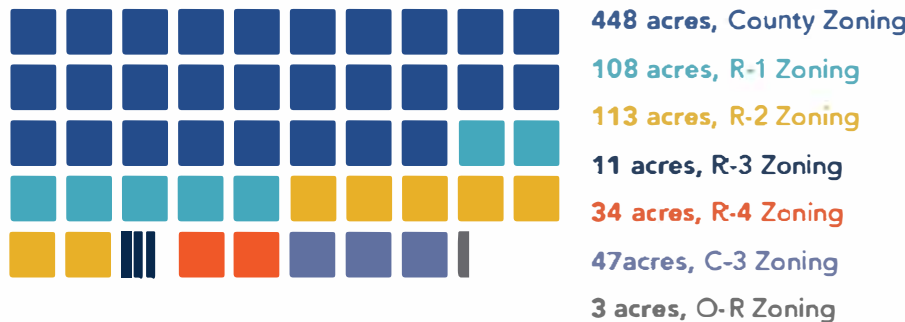
The buildable lands inventory (BLI) provides a basis for analysis of development capacity on residential, commercial, and industrial land in the City of McMinnville. Legal requirements govern the development of the BLI. The Housing Needs Analysis and Economic Opportunities Analysis provide detailed methods, definitions, and results from the BLIs for residential, commercial, and industrial land. The report reflects updates completed in 2023 to account for: land added to McMinnville's UGB in 2020 and development in McMinnville through 2021, as well as policy changes enacted by HB 2001 (2019 Oregon Legislature).

Residential Buildable Land

McMinnville has 763 acres of residential land that is vacant or partially vacant. The majority of McMinnville's buildable land (448 acres) is county-zoned land, which are not available for urban densities until they annex. In addition, some of McMinnville's buildable land (131 acres) is in Water Zone 2 which is not likely to be served with water for 10 years (about 2030).

MCMINNVILLE'S BUILDABLE VACANT AND PARTIALLY VACANT RESIDENTIAL LAND, BY ZONING DISTRICT, 2023

763 total acres 1 square represents 16 acres



Definitions

Buildable Land:

Unconstrained vacant and partially-vacant land designated for residential, commercial, or industrial development.

Vacant Land:

Unconstrained suitable land designated for residential, commercial, or industrial development.

Partially Vacant Land:

Unconstrained suitable land with enough land to could support additional residential, commercial, or industrial development under the existing zoning standards.

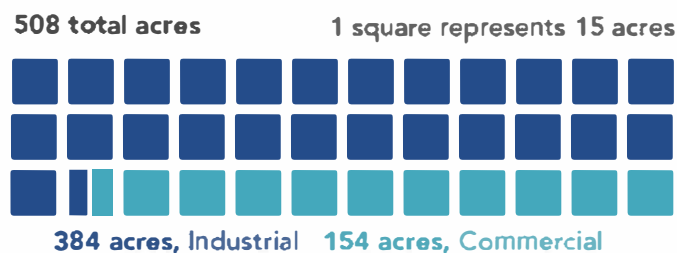
Constrained land:

Land that is not available for development based upon one or more factors such as environmental protections, such as flood plain or wetlands.

Commercial and Industrial Buildable Land

McMinnville has 508 acres of vacant and partially vacant land in commercial and industrial comprehensive plan designations. Of this land, 354 acres of McMinnville's vacant land is in industrial designations and about 154 vacant acres is in commercial designations.

MCMINNVILLE'S BUILDABLE VACANT & PARTIALLY VACANT COMMERCIAL & INDUSTRIAL LAND, BY ZONING DISTRICT, 2023



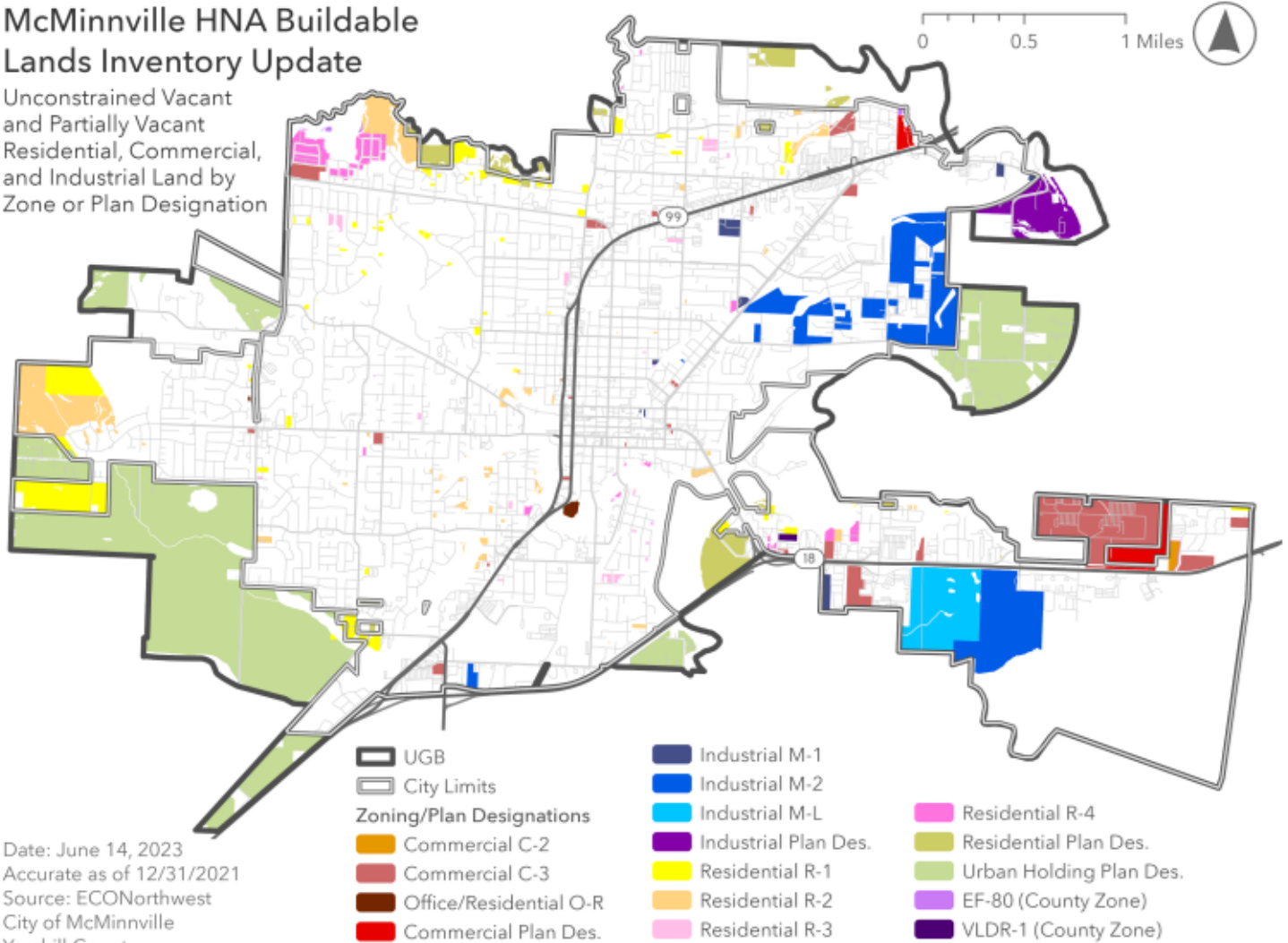
BUILDABLE LANDS INVENTORY

McMinnville Buildable Lands Inventory

Vacant and Partially Vacant Residential, Commercial, and Industrial Land by Zone (or Plan Designation)

McMinnville HNA Buildable Lands Inventory Update

Unconstrained Vacant and Partially Vacant Residential, Commercial, and Industrial Land by Zone or Plan Designation



Date: June 14, 2023
 Accurate as of 12/31/2021
 Source: ECONorthwest
 City of McMinnville
 Yamhill County

Housing Needs Analysis

McMinnville is in the process of updating its Housing Element of its Comprehensive Plan and zoning code. McMinnville has changed substantially over the last three decades. The community welcomed nearly 7,431 new residents from 2000 to 2019 and continues to be a growing city. In 2019, McMinnville had a population of 33,930 people. While the community makes up about one third of Yamhill County's total population, McMinnville has grown at a faster rate than the County.

As the region (including McMinnville) continues to grow, housing affordability is becoming a growing concern to residents. Some people in the community are finding it difficult to access housing that is affordable and also meets their family's needs.

As McMinnville grows, the City needs to take stock of how much land is available to accommodate new homes and reevaluate the City's development policies. The City needs to look at what types of housing (single family homes, townhomes, apartments, etc.) to encourage in different areas of town. The City also needs to evaluate whether its existing development policies, like the zoning code, provide opportunity for development of a range of housing types that are affordable to people who live and want to live in McMinnville.

The Housing Needs Analysis provides information about the factors that may affect residential development in McMinnville over the next 5, 10, 20, and 46 years, including housing market changes, demographics, and other factors. The Housing Needs Analysis (HNA) provides a factual basis for an evaluation and revision to the Housing Element in McMinnville's Comprehensive Plan, to ensure that McMinnville meets the essential requirements of statewide planning Goal 10: to provide opportunities for development of housing that meets the needs of households of all income levels and to ensure the city has a 20-year supply of buildable residential land.

This summary report presents the results of two longer reports:

- **McMinnville Housing Needs Analysis 2021 to 2041** presents the full results of the housing needs analysis (HNA) for McMinnville and is intended to comply with statewide planning Goal 10 (housing) and Oregon Administrative Rule (OAR) 660-008. In addition to the 20-year forecast period, the analysis looked at housing and land needs over a 5-, 10-, and 46-year planning horizon.
- **McMinnville Housing Policy and Actions** presents recommendations for a revision to McMinnville's Comprehensive Plan Housing Element and implementation actions intended to result in policy changes that provide opportunities for development of housing to meet McMinnville's identified housing needs.

City and ECONorthwest staff worked with the Housing Needs Analysis Project Advisory Committee (HNAPAC) to review the results of the Housing Needs Analysis and develop the Housing Strategy. The PAC met seven times between July 2018 and June 2019. Other public outreach included an open house and a stakeholder focus group. In 2023, a PAC met twice to discuss the updates to the analysis.



McMinnville is growing

The community welcomed nearly 7,431 new residents between 2000 and 2019.

As McMinnville grows, the City needs to take stock of how much land is available to accommodate new homes.

MCMINNVILLE'S POPULATION AND HOUSEHOLDS



McMinnville's population has historically grown faster than both the county and state.

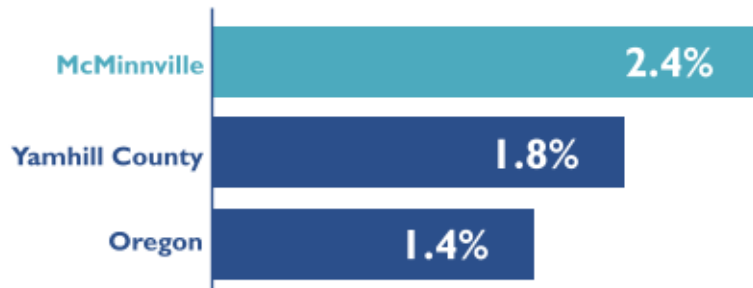
McMinnville's Population and Households

Population and housing characteristics are useful for better understanding McMinnville and McMinnville's residents. Population growth, age of residents, household size and composition, and tenure status (homeowners and renters) provide useful context about how the characteristics of McMinnville's households compare to Yamhill County and Oregon.

Unless otherwise noted, all data in this document are from the U.S. Census 2012-2016 or 2013-2017 American Community Survey.

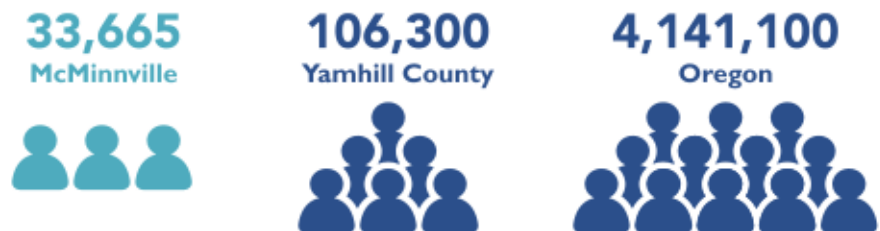
AVERAGE POPULATION GROWTH PER YEAR, 1990-2017

Source: Portland State University, Population Research Center



POPULATION, 2017

Source: Portland State University, Population Research Center



McMinnville's median population age is 35.

McMinnville's population is similarly aged to Yamhill County and Oregon's median.

MEDIAN AGE, 2016

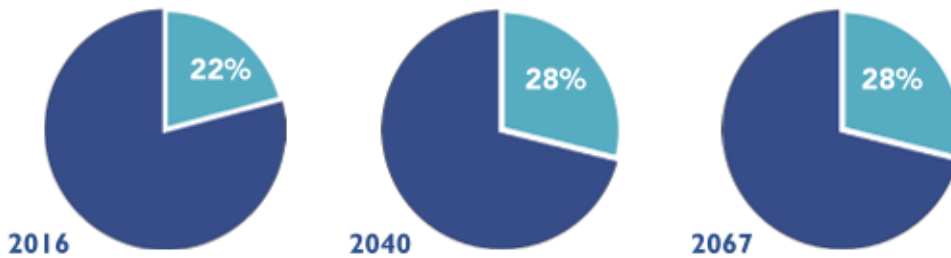
Source: Portland State University, Population Research Center



MCMINNVILLE'S POPULATION AND HOUSEHOLDS

POPULATION AGED 60 AND OLDER, MCMINNVILLE, 2016, 2040, & 2067

Source: Portland State University, Population Research Center



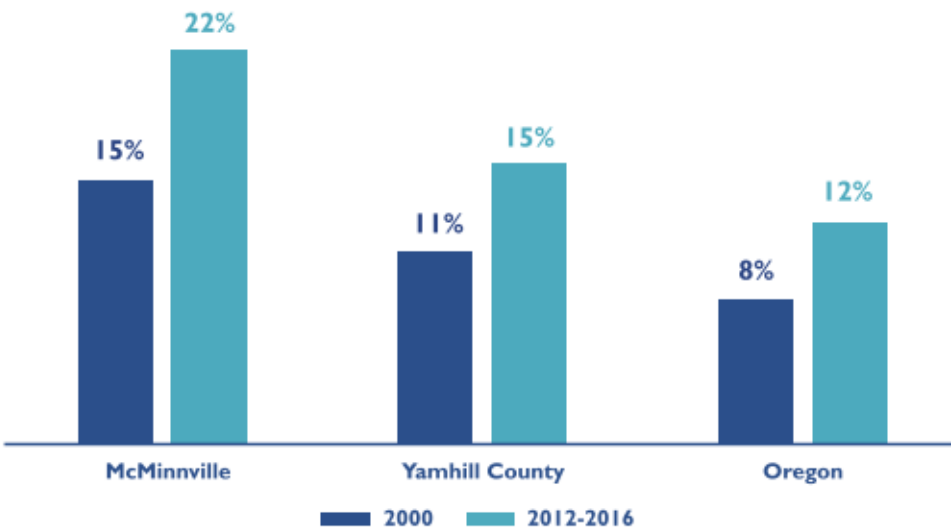
Population over 60 years of age is expected to increase.

McMinnville's share of the population over 60 years of age is expected to increase over the next 20 years.

AVERAGE NUMBER OF PEOPLE PER HOUSEHOLD, 2017



PERCENT OF POPULATION THAT IS HISPANIC OR LATINO, 2000 & 2016



McMinnville is ethnically diverse.

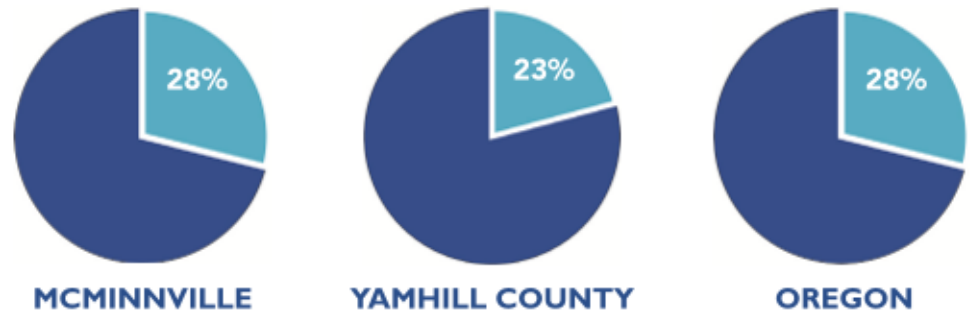
McMinnville's population is more ethnically diverse than Yamhill County and Oregon's population.

MCMINNVILLE'S POPULATION AND HOUSEHOLDS

McMinnville has an increasing number of one-person households.

From 2000 to 2017, McMinnville's share of one-person households grew from 24% of all households to 28%.

PERCENT OF 1-PERSON HOUSEHOLDS, 2017

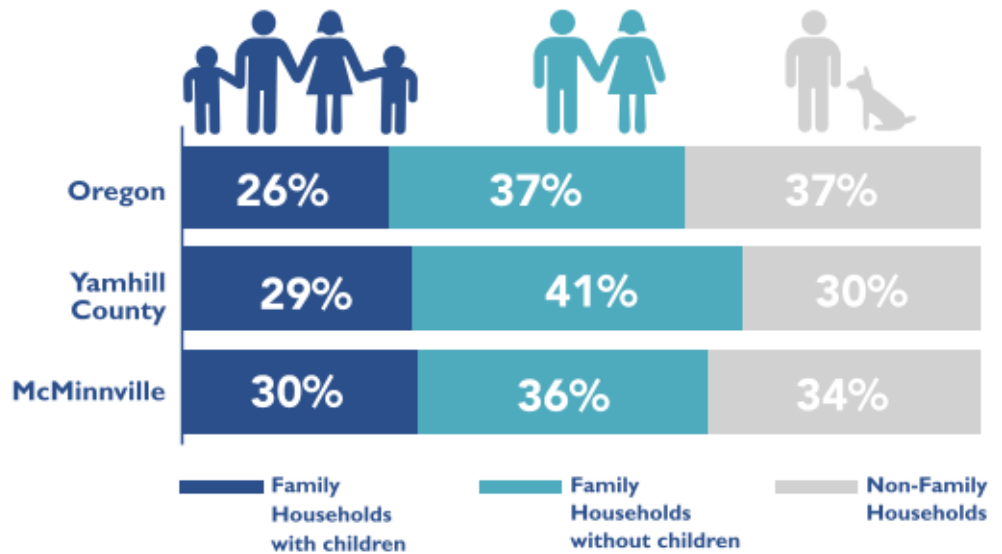


About a third of McMinnville's households were non-family.

McMinnville had a larger share of non-family households than Yamhill County and a smaller share of non-family households than Oregon.

HOUSEHOLD COMPOSITION, 2017

A family household is one in which the residents are related to at least one other person in the household by birth, marriage, or adoption. Non-family households include people living alone, unmarried couples, and unrelated housemates.



MCMINNVILLE'S HOUSING MARKET

McMinnville's Housing Market

Analysis of historical development trends in McMinnville provides insights into how the local housing market functions in the context of Yamhill County. This report groups housing into the three housing types shown below.



SINGLE-FAMILY DETACHED

(includes manufactured homes)



SINGLE-FAMILY ATTACHED

(townhouses)



MULTIFAMILY

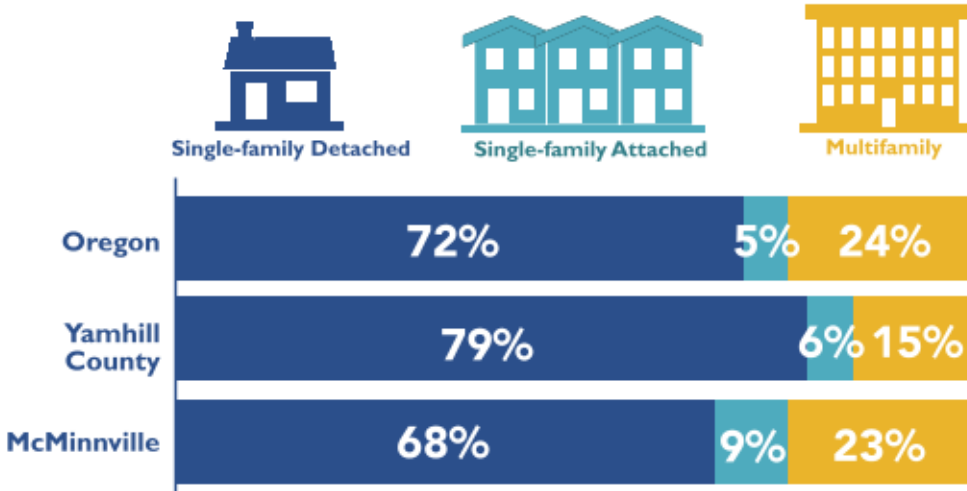
(duplexes, tri- and quad-plexes, buildings with 5+ units)

Most of McMinnville's housing stock, including housing built since 2000 was single-family detached housing.

Limited housing diversity limits opportunities for rental housing and limits the variety of housing available for ownership.

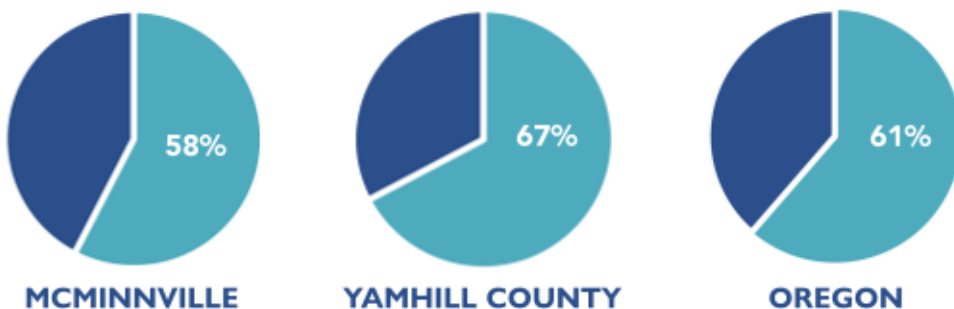
Since 2000, McMinnville mix of housing types has remained relatively unchanged, despite growth in total dwelling units. In McMinnville, government-assisted housing and housing for farmworkers can be any of the housing types listed above.

MIX OF HOUSING TYPES, 2017



Urban areas, like McMinnville, will typically have a larger share of multifamily housing than more rural areas, such as unincorporated areas of Yamhill County.

PERCENT OF HOUSING UNITS THAT ARE OWNER-OCCUPIED, 2016



A majority of McMinnville's housing is owner-occupied. Most of McMinnville's homeowners (95%) live in single-family detached housing.

MCMINNVILLE'S HOUSING MARKET

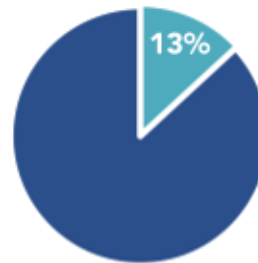
PERCENT OF MCMINNVILLE'S HOUSING UNITS THAT ARE RENTER-OCCUPIED BY TYPE OF HOUSING, 2016

A majority of renters in McMinnville live in multifamily housing.

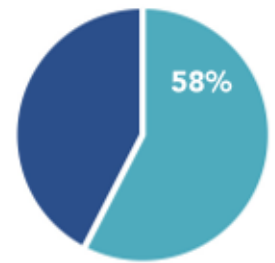
McMinnville has a larger share of renters than both the county and state.



SINGLE-FAMILY DETACHED



SINGLE-FAMILY ATTACHED



MULTIFAMILY

McMinnville issued about 3,000 permits for dwelling units between 2000 and 2017. Sixty-two percent of all permits issued were for single-family detached dwelling units, 8% were for single-family attached dwellings units, and 31% were for multifamily dwelling units.

The 2008 recession impacted McMinnville's housing market. McMinnville permitted about 1,300 fewer units between 2009-2017, compared to 2000-2008.

BUILDING PERMITS ISSUED, 2000 TO 2017

Source: McMinnville Building Permit Database



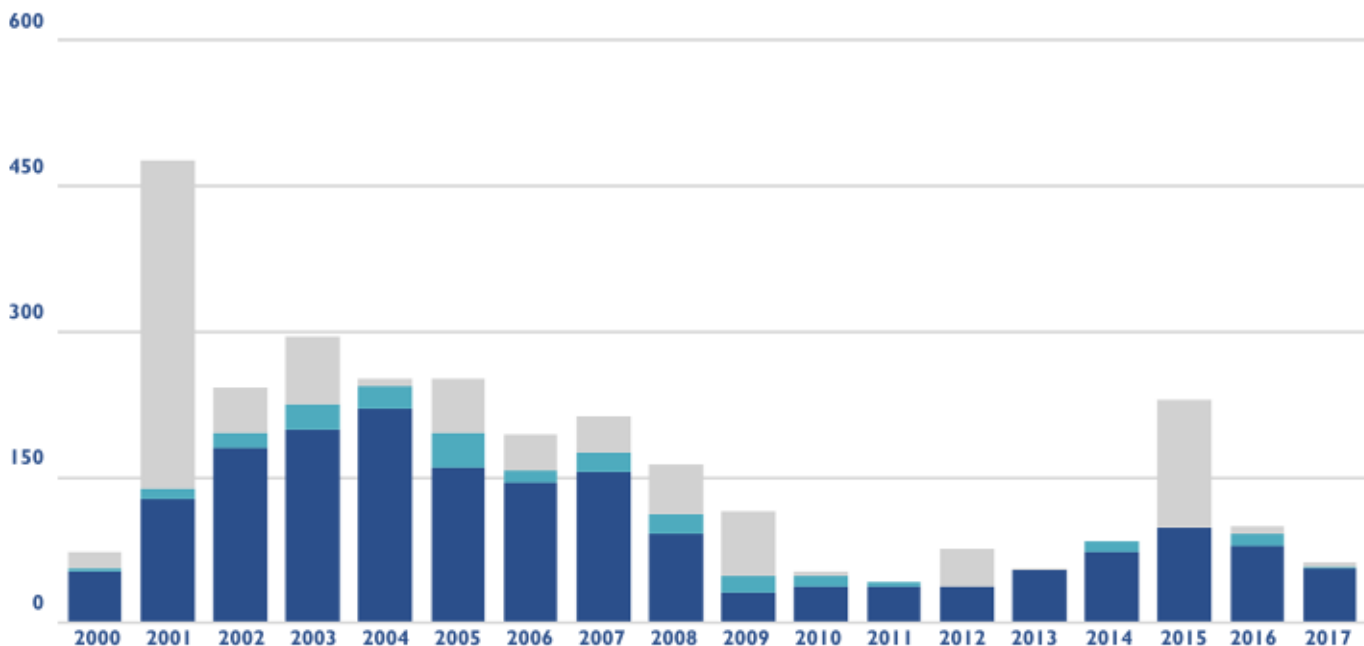
SINGLE-FAMILY DETACHED



SINGLE-FAMILY ATTACHED



MULTI-FAMILY



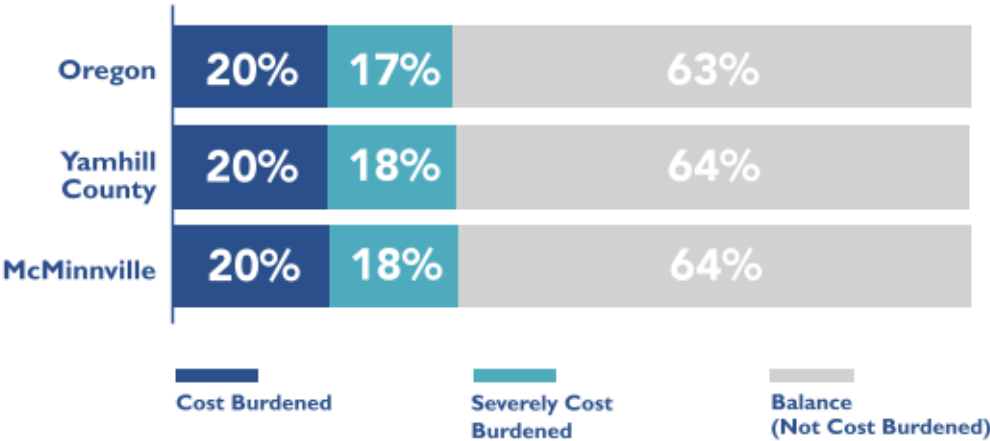
Housing Affordability

The term affordable housing refers to a household's ability to find housing within its financial means. Housing affordability affects both higher- and lower-income households and is an important issue for McMinnville and the region. Low-income households have fewer resources available to pay for housing and have the most difficulty finding affordable housing. Key points about affordability in McMinnville include:

- McMinnville will have an ongoing need for housing affordable to households across the income spectrum.
- The City is planning for housing types for households at all income levels.
- Future housing affordability will depend on the relationship between income and housing price. The key question, which is difficult to answer based on historical data, is whether housing prices will continue to outpace income growth. It seems likely that without public intervention, housing will become less affordable in McMinnville.



PERCENT OF HOUSEHOLDS THAT ARE COST BURDENED OR SEVERELY COST BURDENED, 2016



Cost-burdened households spend more than 30% of their gross income on housing.

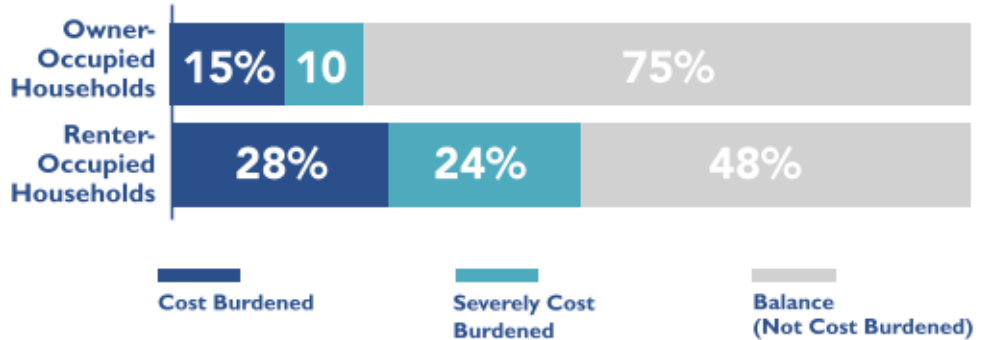
HOUSING AFFORDABILITY

Consistent with the region, over a third of McMinnville's households are paying more than they can afford for housing.

Renters are much more likely to be cost burdened than homeowners in McMinnville.



PERCENT OF MCMINNVILLE'S HOUSEHOLDS THAT ARE COST BURDENED OR SEVERELY COST BURDENED, BY OWNERSHIP STATUS, 2016

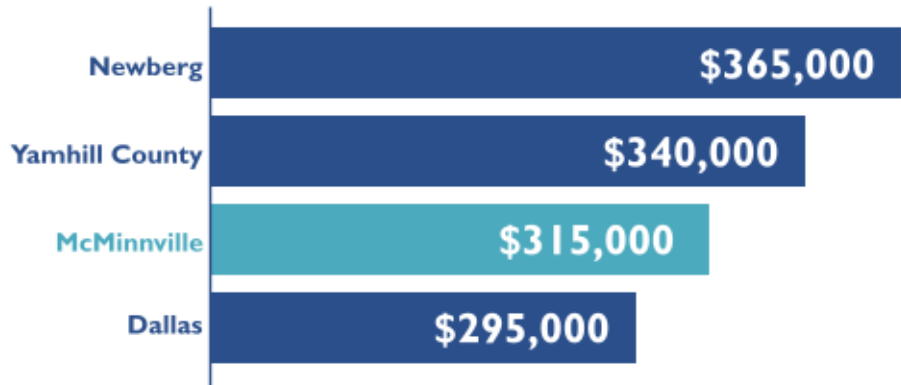


MEDIAN MONTHLY RENTS, 2016



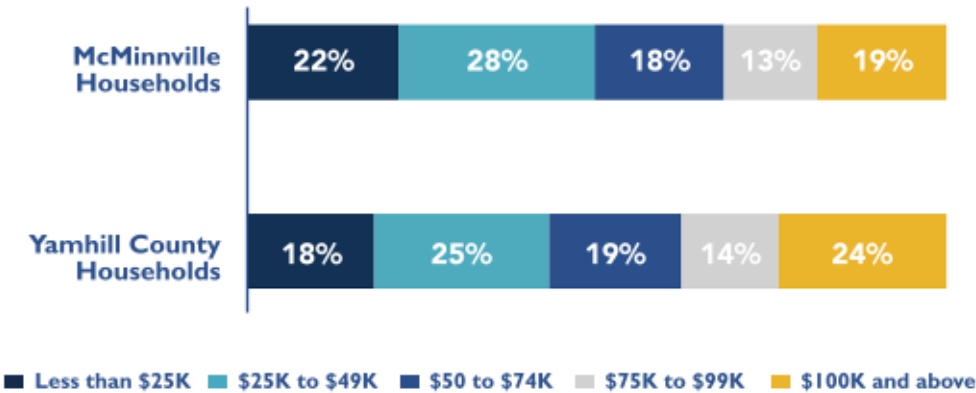
MEDIAN HOME SALES PRICES, FEBRUARY 2019

Source: Redfin



HOUSING AFFORDABILITY

HOUSEHOLD INCOME DISTRIBUTION, 2016



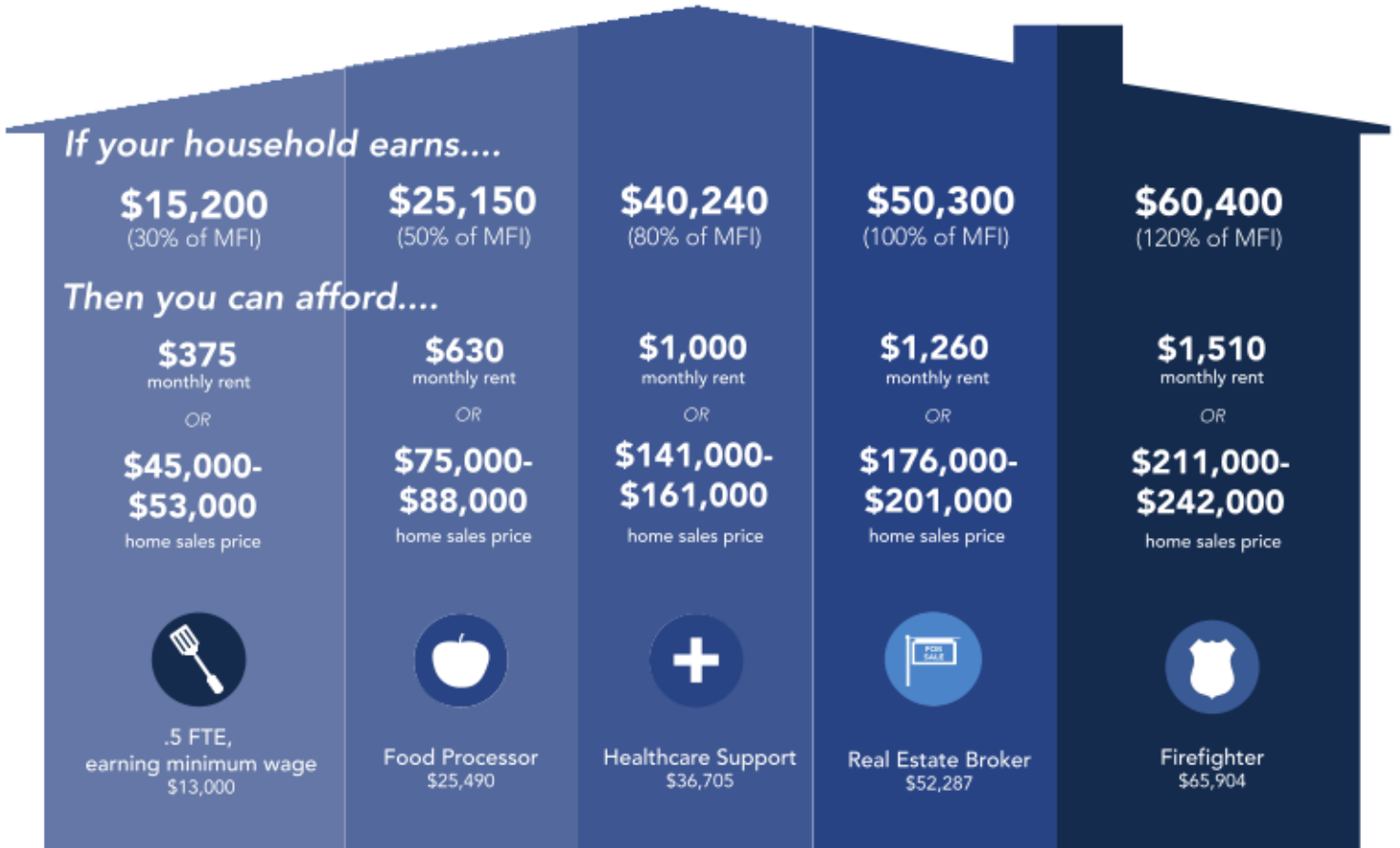
Households earning less than \$25,000 per year are considered Very or Extremely Low-Income. Compared to Yamhill County, more households in McMinnville fall into this category.

Another way to evaluate housing affordability is to consider housing types affordable at different levels of income. The 2017 median household income in McMinnville was \$50,300.

A household in McMinnville would need to earn about \$90,000 per year to afford a house at the median home sales price of \$315,000 in McMinnville. Fewer than 24% of McMinnville's existing households have the income to afford a house at this price.

FINANCIALLY ATTAINABLE HOUSING BY MEDIAN HOUSEHOLD INCOME, 2017

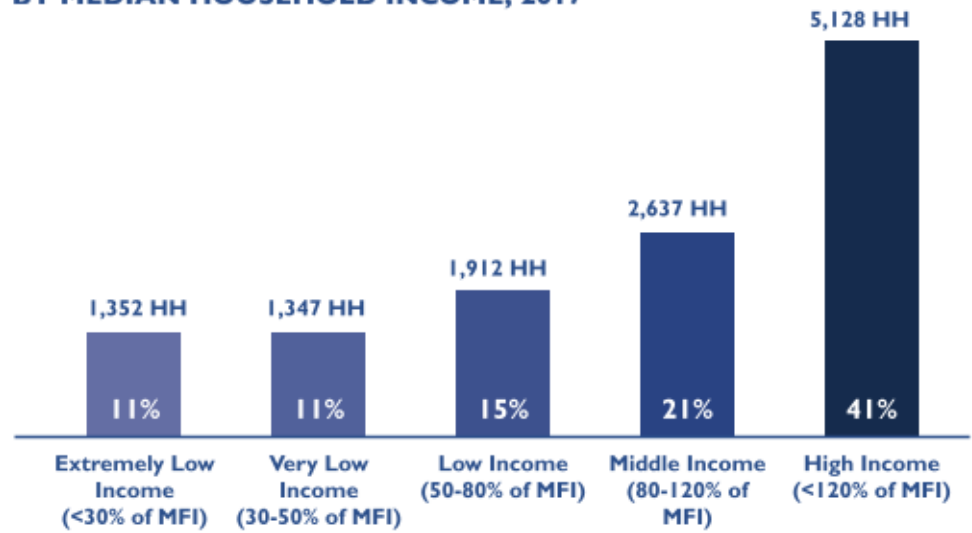
Source: Bureau of Labor Services



HOUSING AFFORDABILITY

SHARE OF MCMINNVILLE'S HOUSEHOLDS BY MEDIAN HOUSEHOLD INCOME, 2017

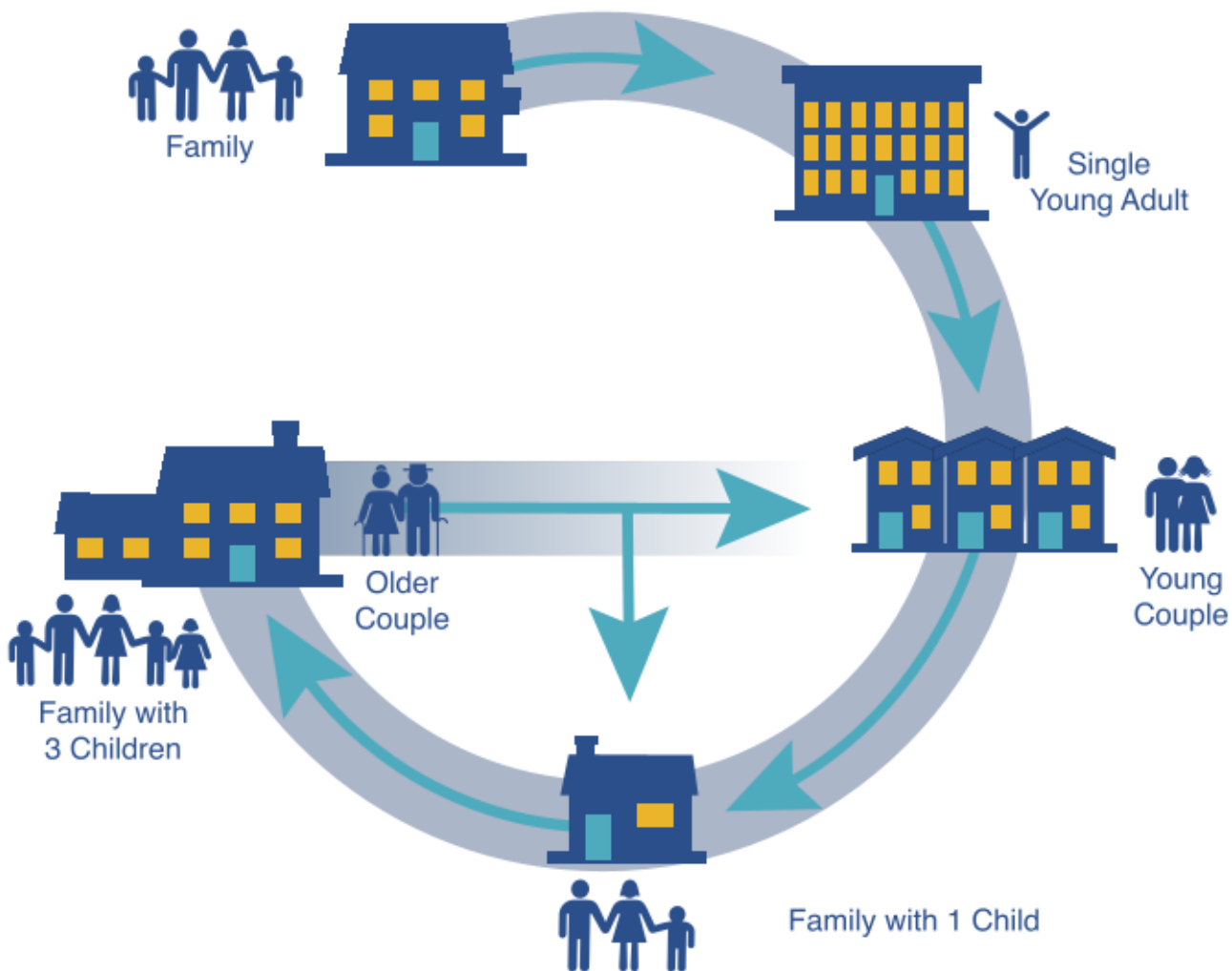
About 41% of McMinnville's households are high income, earning \$60,359 or more per year. About 37% of McMinnville's households earn 80% or less of MHI (about \$40,200 per year) and cannot afford a two-bedroom unit at Yamhill County's fair market rent of \$1,330.



Factors Affecting Housing Need

Studies and data analysis have shown a clear linkage between demographic characteristics and housing choice, as shown in the figure below. Key relationships include:

- Housing needs change over a person's lifetime.
- Homeownership rates increase as income increases.
- Homeownership rates increase as age increases.
- Choice of single-family detached housing increases as income increases.
- Renters are much more likely to choose multifamily housing than single-family housing.
- Income is a strong determinant of tenure and housing-type choice for all age categories.



FACTORS AFFECTING HOUSING NEED

The linkages between demographics and housing need can be used to predict future housing need in McMinnville. Three demographic trends are particularly important for McMinnville:

- **Aging of Baby Boomer Generation (born 1946 to 1964)**
- **Aging of the Millennial Generation (born early 1980s to early 2000s)**
- **Continued growth of the Latinx population**

Housing Implications for Boomers:

Need for smaller, lower- cost housing near transit and urban amenities such as shopping and health care services.

Aging of the Baby Boomers

Consistent with state and national trends, McMinnville’s population is growing older. By 2040, 28% of the population of McMinnville is forecast to be 60 years of age and older, up from 22% in 2016.

LIKELY TRENDS AMONG BABY BOOMER HOUSEHOLDS:



Housing Implications for Millennials:

Need for affordable owner and renter housing, especially in walkable neighborhoods. Millennial incomes will increase as they age. They will need opportunities for affordable, owner-occupied single-family housing, such as cottages or townhouses.

Aging of the Millennials

The share of Millennials residing in McMinnville is forecast to stay consistent over the planning period. McMinnville’s ability to attract and retain Millennials will depend on availability of affordable owner- and renter-occupied housing.

LIKELY TRENDS AMONG MILLENNIAL HOUSEHOLDS:



Housing Implications for Latinx Households:

Need for larger, lower-cost renting and ownership opportunities to accommodate larger households with more children and multiple generations.

Continued Growth of the Latinx Population

McMinnville’s Latinx population grew by more than 3,400 people (7%) between 2000 and 2016. Nationwide, the Latinx population is predicted to be the fastest growing ethnic group over the next few decades.

CHARACTERISTICS OF LATINX HOUSEHOLDS COMPARED TO NON-LATINX HOUSEHOLDS:



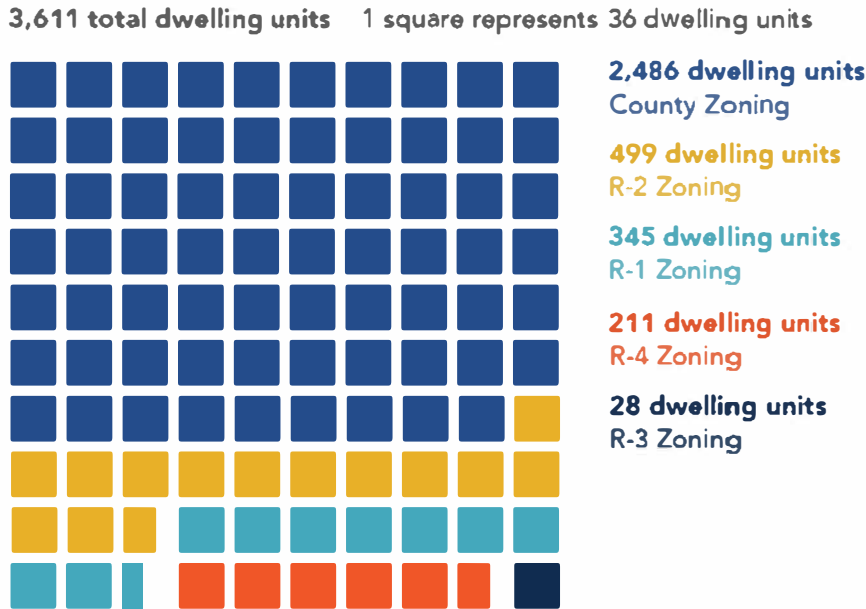
Development Capacity

The capacity analysis estimates the number of new dwelling units that can be accommodated on McMinnville's buildable vacant and partially vacant residential land based on historical densities, with deductions for future rights-of-way. As part of the 2023 update, historical densities were increased by 3% to reflect changes to the City's zoning code to allow more diverse housing types, such as townhouses, cottage housing, duplexes, triplexes, and quadplexes.



Capacity on Buildable Residential Land

CAPACITY ON RESIDENTIAL LAND, BY ZONING DISTRICT



Definitions

Capacity:

Number of dwelling units that can be accommodated on buildable land at planned densities.

Housing Density:

Number of dwelling units in an acre of land, with 43,560 square feet to 1 acre.

Future Density:

Density based on historical development densities with an increase of 3% to account for changes to McMinnville's zoning code to comply with State requirements to allow more diverse housing types in residential areas per House Bill 2001 (2019).

DENSITY ON MCMINNVILLE'S RESIDENTIAL LAND BASED ON HISTORICAL DENSITIES, DWELLING UNITS PER GROSS ACRE (AMENDED PER HB 2001 (2019 OREGON LEGISLATURE))

3.19 R-1 Single-Family	4.43 R-2 Single-Family	4.94 R-3 Two-Family	6.28 R-4 Multiple-Family
6.49 O-R Office / Residential	22.56 C-3 General Commercial	5.05 County Zoning	

ACCOMMODATING NEEDED HOUSING

McMinnville's population is forecast to grow at 1.4% per year, adding over 11,200 new residents between 2021-2041. McMinnville will add another 15,300 new residents between 2041-2067.

McMinnville's population growth will result in the addition of 4,657 new dwelling units between 2021-2041.

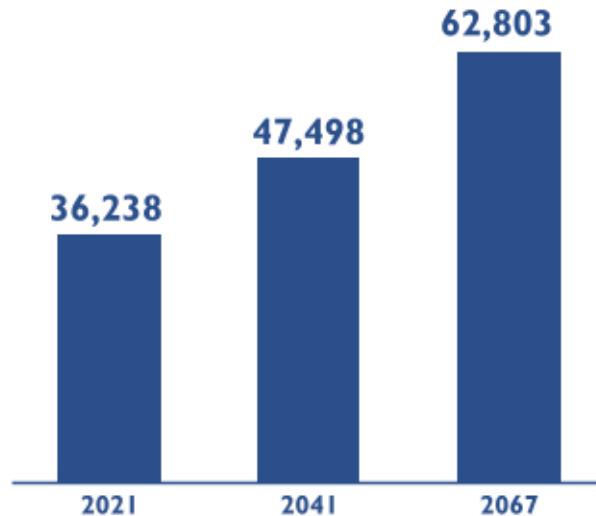
To accommodate growth between 2041-2067, McMinnville will add another 6,329 new dwelling units, for a total of 10,986 new units between 2021-2067. Some of these units will be accommodated through redevelopment or by accessory dwelling units and will not require buildable lands.

McMinnville needs to plan for a wider variety of housing types than has been produced in the past. These include different types of single-family detached units (e.g. tiny homes, cottages, small-lot single-family, traditional and high amenity), more townhouses, and more types of multifamily housing (e.g. duplexes, triplexes, quadplexes, apartments and condos with 5+ units).

Demand For Residential Land, By Housing Type

McMinnville's population growth will affect the number of new households created and the demand for residential land. McMinnville's forecast for new housing is based on the forecast for population growth within the McMinnville UGB.

FORECASTED TOTAL POPULATION, MCMINNVILLE UGB



Population Increase 11,260 (2021-2041) and 15,305 (2041-2067)

McMinnville will need to provide land for 4,284 new dwelling units over the 20-year period, or 10,107 over the 46-year period. The analysis of housing affordability, the factors affecting housing need, and demographic changes suggest that McMinnville needs more affordable housing types (e.g., lower cost) and a greater variety of housing types, including more small-scale single-family detached housing, townhouses, and multifamily housing.



SINGLE-FAMILY DETACHED



SINGLE-FAMILY ATTACHED



MULTIFAMILY

	2021-2041	2021-2067
SINGLE-FAMILY DETACHED	2,524 new dwelling units	5,954 new dwelling units
SINGLE-FAMILY ATTACHED	559 new dwelling units	1,318 new dwelling units
MULTIFAMILY	1,202 new dwelling units	2,835 new dwelling units

Comparison of Housing Capacity to Housing Demand

The last step in the Housing Needs Analysis is to compare the capacity of McMinnville’s vacant and partially vacant residential land with demand for housing. McMinnville does not have enough land in its residential plan designations to accommodate growth of single-family detached, single-family attached (townhouses), or multifamily housing.



Deficit of Capacity for New Housing

At historic housing densities (increased by 3% to account for the requirements of House Bill 2001 (2019) to allow more diverse housing types in residential areas), McMinnville has capacity for 3,611 dwelling units on existing vacant and partially vacant lands, including lands brought into the UGB in 2020.

DEFICIT OF LAND FOR NEW HOUSING, MCMINNVILLE UGB, 2021 -2041

A deficit of 1,101 dwelling units results in a deficit of:



DEFICIT OF LAND FOR NEW HOUSING, MCMINNVILLE UGB, 2021 -2067

A deficit of 6,924 dwelling units results in a deficit of:



KEY FINDINGS AND CONCLUSIONS

Key Findings and Conclusions

McMinnville's UGB is forecast to grow from 36,238 people in 2021 to 47,498 people in 2041, an increase of 11,260 people. After considering a number of factors, including household size and residential vacancy rates, McMinnville will have demand for about 4,657 new dwelling units over the 20-year planning period (2021 to 2041), and about 10,986 new dwelling units for the 46-year period between 2021 and 2067.

McMinnville will need to accommodate an average of 233 new dwelling units annually over the 20-year planning horizon. Over the 20-year planning period, McMinnville will accommodate 373 needed dwelling units through redevelopment and infill — these units will not require vacant or partially vacant lands. Accordingly, this will result in McMinnville needing to accommodate 4,284 needed new dwelling units on vacant or partially vacant buildable residential lands.

In the future, McMinnville will plan for an increased share of single-family attached dwelling units and multifamily units to meet the City's housing needs. Currently, about 68% of McMinnville's housing stock is single-family detached housing, 9% is single-family attached housing, and 23% is multifamily housing. Based on Project Advisory Committee recommendations, McMinnville will plan for a different mix in new housing, which will result in a slight change to McMinnville's aggregate overall mix of existing and new housing. McMinnville will plan for a decrease in share of single-family detached housing (55% of new housing stock) to provide opportunities for more single-family attached housing (12% of new housing) and multifamily housing (33% of new housing).

McMinnville is planning for slightly higher overall average density than it has in the past. As McMinnville shifts toward more single-family attached housing and multifamily housing, McMinnville's average housing density (for new dwelling units) will increase from 5.05 dwelling units per gross acre (historic average density) to 5.46 dwelling units per gross acre (needed average density) — an 11% increase.

McMinnville's existing deficit of relatively affordable housing on both sides of the affordability spectrum indicates a need for a wider range of housing types for renters and homeowners. About 36% of McMinnville's households are cost burdened (paying more than 30% of their income on housing), including a cost-burden rate of 52% for renter households. Without diversification of housing types, lack of affordability will continue to be a problem — possibly growing in the future if incomes continue to grow at a slower rate than housing costs. Under the current conditions between 2021 and 2041, about:

- **1,016 of the forecasted new households will have incomes of \$25,150 or less.** These households often cannot afford market-rate housing without government subsidy.
- **1,711 new households will have incomes between \$25,150 and \$60,359.** These households will need access to relatively affordable housing, such as single-family detached housing (e.g., tiny homes, cottages, small-lot, and traditional), single-family attached housing (e.g., town homes), and multifamily products (particularly middle housing types such as duplexes, triplexes, quadplexes, and apartments/multifamily condominiums).
- **1,930 new households will have incomes over \$60,359.** These households will need higher-amenity housing types such as single-family detached housing, single-family attached housing, and higher-end multifamily products (particularly condominiums).

McMinnville's UGB will not accommodate all of McMinnville's housing needs. Over the planning period through 2041, McMinnville has a deficit of capacity for 1,101 dwelling units, which means the City has an approximate deficit of about 202 gross acres by 2041.

HOUSING POLICY RECOMMENDATIONS

The McMinnville Housing Strategy presents a full range of policy and action recommendations from the housing needs analysis. This section summarizes the recommendations from that memorandum.

The overall intention of these policy actions is to ensure that McMinnville is allowing for development of a wide range of housing types that will be affordable to households at all income levels, consistent with the intention of Oregon's Statewide Planning Goal 10. No single policy is sufficient to create an environment where more diverse housing and will be developed in McMinnville.

Land Use Strategy

Strategy 1. Growth Planning

- 1.1 Develop an Urban Reserve Area
- 1.2 Establish a Framework Plan for the URA
- 1.3 Identify an Expanded UGB per the URA
- 1.4 Develop Area Plans for UGB Lands Identifying Housing Opportunities
- 1.5 Conduct Infrastructure Planning for URA and UGB Areas (Update infrastructure plans for growth lands)
- 1.6 Update Goal 5 Natural Resource Planning & Policies, incl. Wetlands and Riparian Areas
- 1.7 Update Goal 7 Hazards Planning & Policies, incl. Landslide Susceptibility
- 1.8 Review and Update City/County Urban Growth Management Agreement (UGMA) if needed.
- 1.9 Implement Great Neighborhood Principles
- 1.10 Create a Diverse Housing Zone
- 1.11 Develop a High-Density Residential Zone
- 1.12 Develop Annexation Process to Mandate Housing Types Upon Annexation per Area Plans

Strategy 2. Housing Development in Existing UGB

- 2.1 Create a Diverse Housing Zone
- 2.2 Develop a High-Density Residential Zone
- 2.3 Provide Density Bonuses to Developers
- 2.4 Promote Infill Development, Allowing Flexibility in Existing Zones with Appropriate Design and Development Standards
- 2.5 Update Infrastructure Plans for Infill Development
- 2.6 Implement Great Neighborhood Principles
- 2.7 Re-designate or Rezone Land for Housing

Strategy 3. Infrastructure & Public Facilities Planning

- 3.1 Assess Infrastructure Capacity to Support Infill
- 3.2 Repeal Outdated Policies Related to Old Sewer Treatment Capacity Limits
- 3.3 Identify Issues and Plan for Water Zone 2 Infrastructure Improvements
- 3.4 Develop Infrastructure Allocation Policies
- 3.5 Identify Areas with Underutilized Infrastructure Capacity
- 3.6 Encourage "To and Through" Infrastructure Policies

Strategy 4. Special Area Planning

- 4.1 City Center Housing Strategy
- 4.2 Evaluate Three Mile Lane for Residential Development
- 4.3 Undertake a Highway 99W Corridor Study – Explore Opportunities for Higher Density Mixed-Use Development

Strategy 5. Land Use / Code Amendments

- 5.1 Allow Duplexes, Cottages, Townhomes, Row Houses, and Tri- and Quad-Plexes in Single-Family Zones with Appropriate Design & Development Standards
- 5.2 Implement Other Code Amendments Prioritized by the PAC.
- 5.3 Streamline Zoning Code and Other Ordinances
- 5.4 Implement the Great Neighborhood Principles
- 5.5 Repeal Outdated Policies Related to Old Sewer Treatment Capacity Limits
- 5.6 Evaluate Code for Fair Housing Act Best Practices
- 5.7 Advocate for Inclusionary Zoning Enablement – State Legislation and Annexation Processes

Other, Non-Land Use Strategies

Strategy 6. Programs for Affordable Housing (Non-Land Use)

- 6.1 Pursue Funds for Affordable Housing (City Influence).
- 6.2 Financial Incentives Supporting Inclusionary Zoning
- 6.3 Reduced or Waived Planning Fees, Permit Fees, SDCs for Affordable Housing
- 6.4 Vertical Housing Tax Abatement (Locally Enabled & Managed)
- 6.5 SDC Financing and Credits
- 6.6 Parcel assembly
- 6.7 Multiple-Unit Limited Tax Exemption Program (Locally Enabled and Managed)
- 6.8 Sole Source SDCs
- 6.9 Grants or Loans
- 6.10 Vacant Property Tax.
- 6.11 Fee for Demolition of Affordable Home for Expensive Home.

Strategy 7. Leveraging Partnerships for Housing (Non-Land Use)

- 7.1 Support Partners Pursuit of Affordable Housing Funds
- 7.2 Community Land Trust (CLT)
- 7.3 Affordable Housing Property Tax Abatement
- 7.4 Land Banking

ECONOMIC OPPORTUNITIES ANALYSIS



McMinnville's Economic Opportunities Analysis (EOA) provides information to support economic development planning and management of McMinnville's commercial and industrial land. The City last evaluated economic trends in an EOA in 2013. Substantial changes have occurred in the national and regional economy since 2013 that have implications for economic growth in McMinnville, including the recovery from the Great Recession and changes in retail and increased automation. In 2019, the City adopted the MAC-Town 2032 Economic Development Strategic Plan which identifies target industries and establishes a detailed action plan to enhance McMinnville's economy.

This report summarizes detailed technical analysis found in the 2020 McMinnville Economic Opportunities Analysis. The purpose of the 2020 EOA was to develop a factual base to provide the City with information about current economic conditions. This factual basis, presented in the EOA, provides information necessary for updating the City's economic development Comprehensive Plan policies and to evaluate whether McMinnville has an adequate inventory of industrial and other employment sites to accommodate economic and employment growth.



The EOA provides information that the City can use to identify and capitalize on its economic opportunities. It also provides information essential to addressing the City's challenges in managing economic development. These challenges include a lack of appropriate industrial sites to support growth of businesses that require specific characteristics, as well as a significant deficit of land for retail, office, and other commercial uses.

This summary report presents the results of the McMinnville Economic Opportunities Analysis 2021 to 2041, which presents the full results of the EOA for McMinnville and is intended to comply with statewide planning Goal 9 (economy) and Oregon Administrative Rule (OAR) 660-009. The EOA presents an evaluation of McMinnville Comprehensive Plan policies related to economic development. The report reflects updates completed in 2023 to account for: land added to McMinnville's UGB in 2020 and development in McMinnville through 2021.

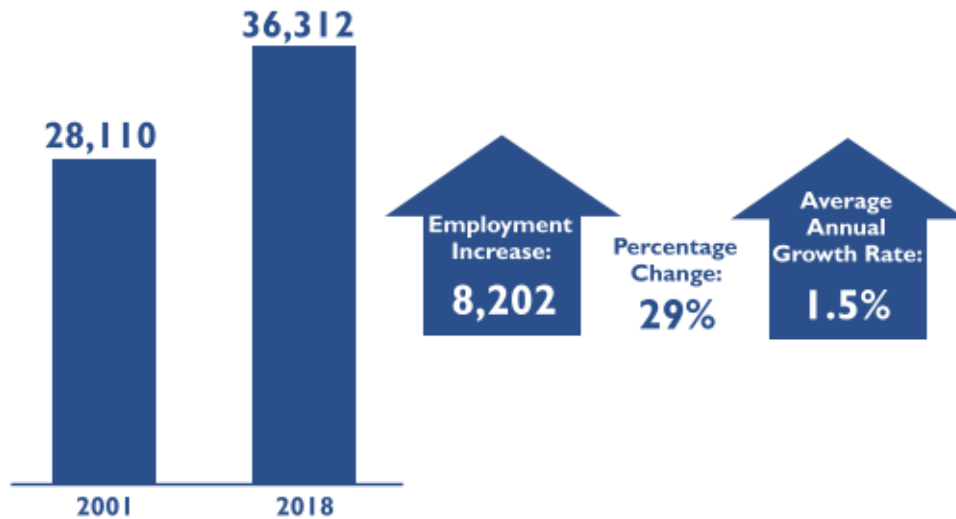
City staff and ECONorthwest staff worked with the Project Advisory Committee (PAC) to review the results of the EOA. In 2023, a PAC met twice to discuss the updates to the analysis.

FACTORS AFFECTING ECONOMIC GROWTH IN MCMINNVILLE

McMinnville's economy and employment will grow as a result of growth in the national and regional economy, as well as factors in Yamhill County and the Willamette Valley. The following are key trends that have implications for economic growth in McMinnville.

CHANGE IN COVERED EMPLOYMENT, YAMHILL COUNTY, 2001-2018

Source: U.S. Bureau of Labor Statistics.

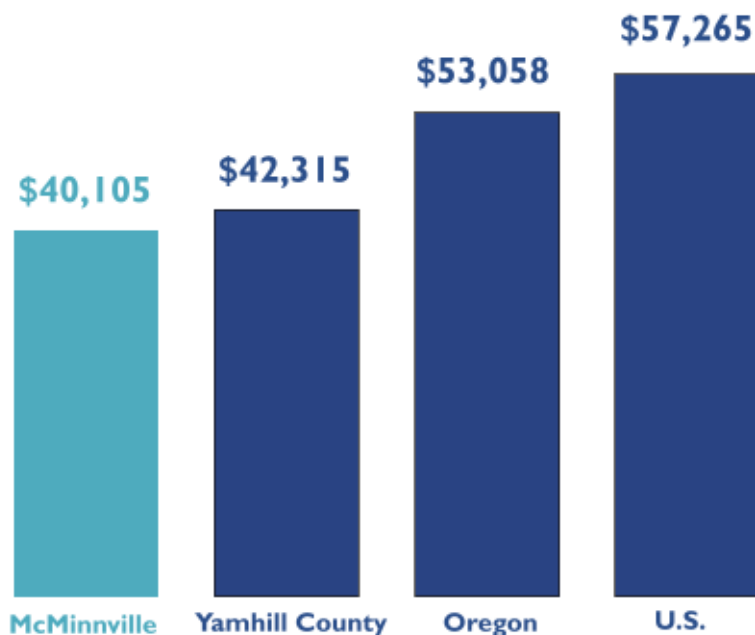


Industrial employment, including sectors such as manufacturing, grew in Yamhill County between 2001 and 2018

Industrial sectors added more than 2,500 jobs, commercial services added almost 5,000 jobs, and retail employment increased by over 570 jobs.

AVERAGE ANNUAL PAY

Oregon Employment Department: Oregon Labor Market Information System, U.S. Bureau of Labor Statistics

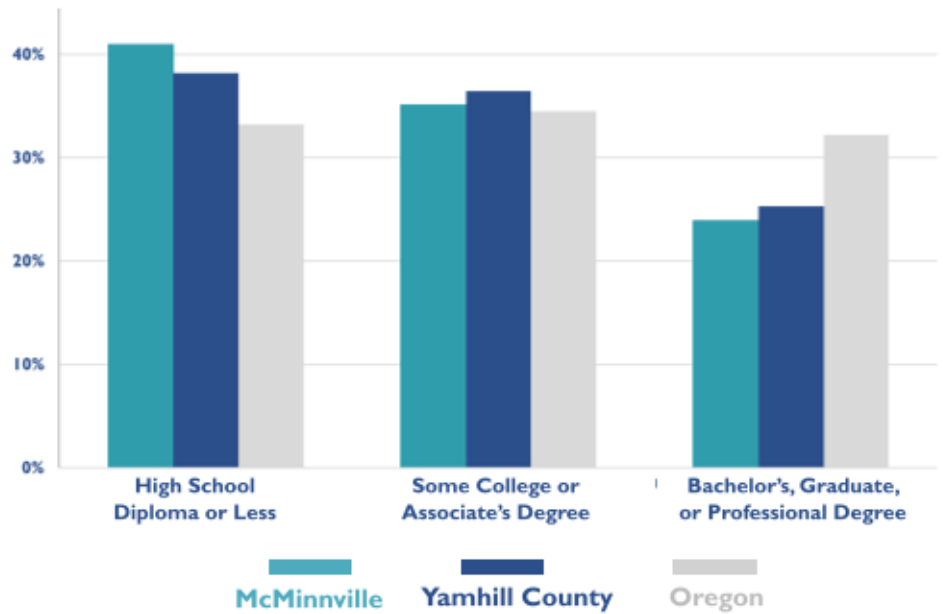


The average pay for jobs in McMinnville was \$40,105 per job, below the County and State averages.

FACTORS AFFECTING ECONOMIC GROWTH IN MCMINNVILLE

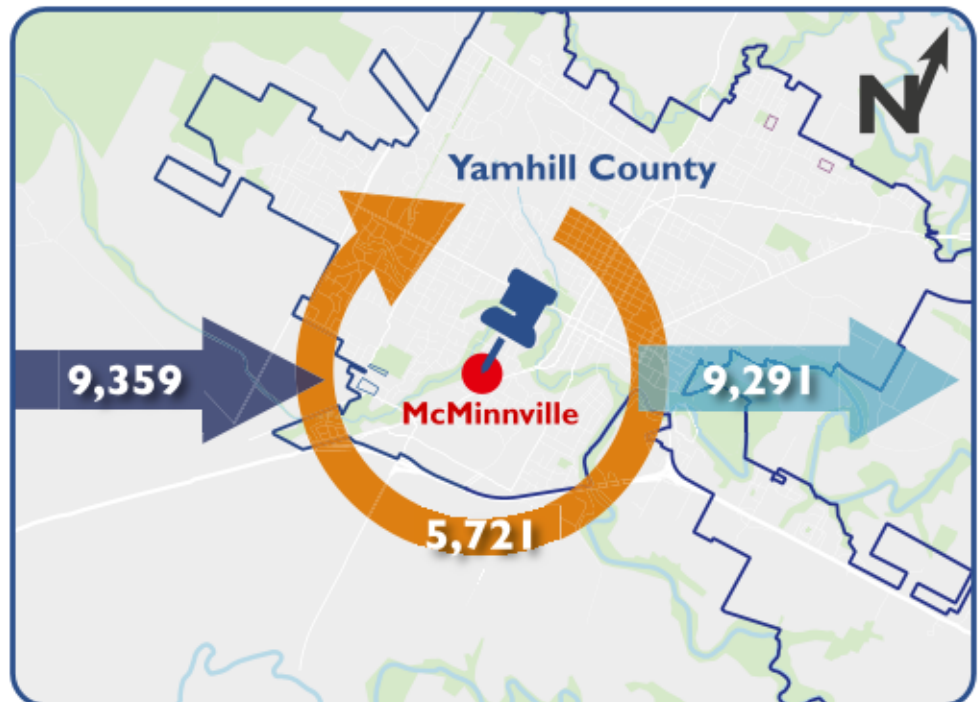
EDUCATIONAL ATTAINMENT, PERCENT OF THE POPULATION AGE 25 AND OVER, 2017

McMinnville has a lower than average percent of population with a Bachelor's Degree (or higher) relative to statewide trends.



COMMUTING PATTERNS IN MCMINNVILLE, 2017

McMinnville is part of the regional economy of the Mid-Willamette Valley. About 38% of people who work in McMinnville also reside in McMinnville, while other workers commute to McMinnville from other places including Salem, Portland, and Newberg.



5,721
People live and work in McMinnville

9,359
People commute into McMinnville to work

9,291
People live in McMinnville and work elsewhere

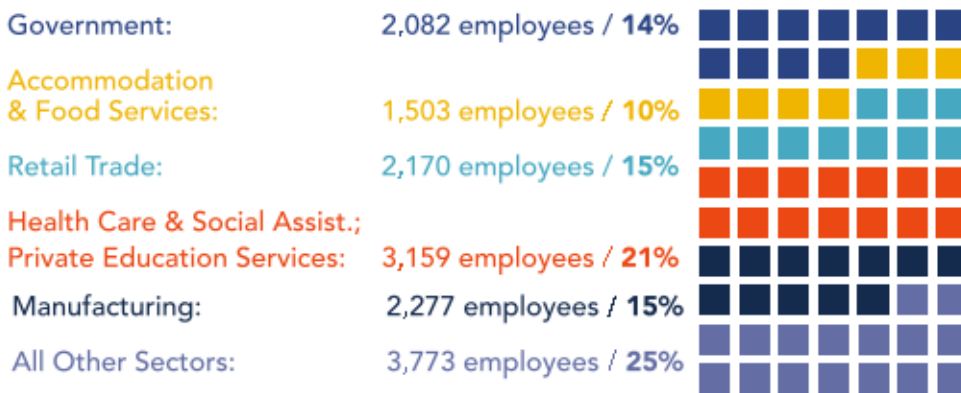
Employment in McMinnville

In 2017, McMinnville had about 14,964 covered employees¹ at 1,208 businesses and other employers. McMinnville's average employer size was 12.4 employees per employer. The sectors with the largest concentrations of employees in McMinnville were in the following sectors: Health Care and Social Assistance / Private Education (21%), Manufacturing (15%), Retail Trade (15%), Government (14%), and Accommodation and Food Service (10%).

JOBS BY SECTOR, MCMINNVILLE, 2017

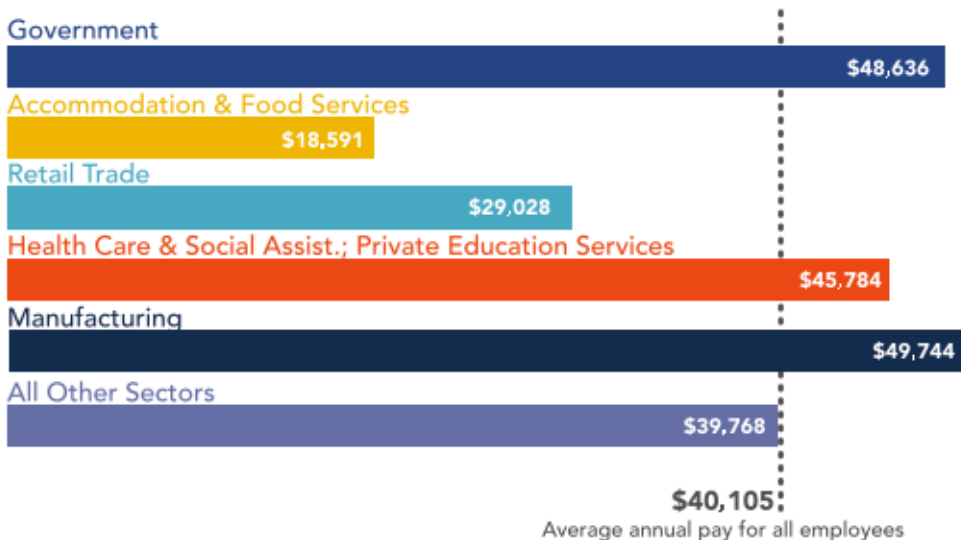
Source: Oregon Employment Department, Quarterly Census of Employment and Wages

1 square represents 500 jobs



Food and Beverage manufacturing accounts for about one quarter of McMinnville's employment in the manufacturing sector.

AVERAGE PAY BY SECTOR, MCMINNVILLE, 2017



McMinnville's employment in Healthcare, Social Assistance, and Private Education has the largest share of employment and higher-than-average wages.

¹ Covered employment is employment covered by unemployment insurance. Covered employment does not include all workers in an economy. Most notably, covered employment does not include sole proprietors.

MCMINNVILLE'S COMPETITIVE ADVANTAGES AND TARGET INDUSTRIES



Target Industries

The industries identified as having potential for growth in McMinnville (according to the MAC-Town 2032 Economic Development Strategic Plan) are:



Traditional Industry
& Advanced Manufacturing



Craft Beverages & Food Systems



Technology & Entrepreneurship



Education, Medicine
& Other Sciences

Economic development opportunities in McMinnville will be affected by local conditions as well as the national and state economic conditions addressed above. Economic conditions in McMinnville relative to these conditions in other portions of the Mid-Willamette Valley region form McMinnville's competitive advantage for economic development. McMinnville's competitive advantages have implications for the types of firms most likely to locate and expand in the area.

- **Location and size.** McMinnville is located with proximity to Portland, Salem, and the Oregon Coast. McMinnville's central location serves the local community, regional employment, and commercial service needs, as well as serving tourism industries as a regionally recognized destination for Yamhill and Willamette Valley wineries.
- **Transportation.** McMinnville is directly served by Highway 99W – as a historically significant central organizing spine to access commercial and industrial businesses throughout the community. Highway 18 and Highway 22 (via 99W) also provide connections to the region. The McMinnville Municipal Airport has the capacity to handle corporate jet aircraft – together with availability of aircraft rentals, flight instruction, aircraft maintenance, and fuel.
- **Low public utility rates.** McMinnville is recognized as offering low electricity and water rates compared with other public and private utilities region-wide and statewide.
- **Access to labor pool and workforce training resources.** McMinnville employers have access to a county-wide labor market of nearly 50,000, as well as the larger regional Mid-Valley labor pool. McMinnville's access to education through Linfield College and Chemeketa Community College also provide direct connections for businesses and potential employees. **Quality of life.** McMinnville's small-town character, including a walkable downtown attracts workers and businesses to McMinnville, and is especially attractive for entrepreneurial and other individually owned, non-corporate enterprises.

McMinnville's disadvantages for economic development include:

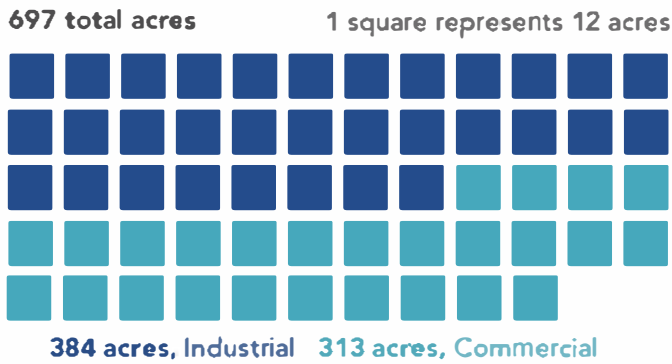
- **Transportation.** McMinnville's poor linkages to Interstate access and congestion on the 99W corridor present challenges to Transportation in McMinnville.
- **Land supply.** Since 2000, population has been increasing somewhat more rapidly than the state, at an average annual rate of 1.4%. In the past, City services have been able to match without experiencing major fiscal issues. However, continued population growth at a somewhat reduced coordinated population growth rate averaging about 1.2% per year is now forecast through 2067. Constrained land supply may be restricting growth and the cost of services is increasing faster than increases in assessed values. The EOA shows a deficit of commercial land in McMinnville.

FORECAST OF EMPLOYMENT GROWTH AND LAND SUFFICIENCY

The rate at which McMinnville's employment base grows over the next 20 years will affect development of new commercial and industrial buildings and demand for employment land. McMinnville's employment forecast assumes that employment will grow at the same rate as population growth, at 1.36% average annual per year. Employment growth will result in growth of more than 6,800 new jobs and demand for 697 acres of land between 2021 and 2041, and demand for 954 acres of land between 2021 and 2067.

McMinnville's employment is forecast to grow at the same rate as its population, 1.36% per year.

FORECASTED DEMAND FOR LAND TO ACCOMMODATE EMPLOYMENT, 2021-2041

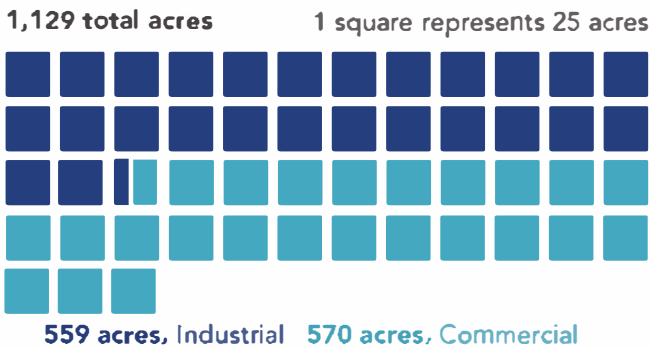


FORECASTED DEMAND FOR LAND TO ACCOMMODATE EMPLOYMENT, 2021-2041

McMinnville does not have enough land to accommodate commercial and industrial employment growth over the next 20 years. The City has a deficit of about 29 acres of industrial land and 159 acres of commercial land.



FORECASTED DEMAND FOR LAND TO ACCOMMODATE EMPLOYMENT, 2021-2067



FORECASTED DEMAND FOR LAND TO ACCOMMODATE EMPLOYMENT, 2021-2067

McMinnville does not have enough land to accommodate commercial and industrial employment growth over the next 46 years. The City has a deficit of about 205 acres of industrial land and 416 acres of commercial land.



PUBLIC AND INSTITUTIONAL LAND NEEDS

PUBLIC AND INSTITUTIONAL USES INCLUDE:

- Public Schools
- Private Schools
- Religious Uses
- Parks
- Government
- Semi-Public Services
- Infrastructure



Public and Institutional Land Needs

Certain land uses don't lend themselves to forecasting land needs by use of an employment forecast and employment density assumptions. Statewide Planning Goal 14 (Urbanization) explicitly discusses specific public lands under Land Need Factor 2 (emphasis added): "Demonstrated need for housing, employment opportunities, livability or uses such as **public facilities, streets and roads, schools, parks or open space**, or any combination of the need categories...". The HNA and EOA identify land supply and demand for housing and employment. Cities, however, provide land for other uses that support housing and employment as well as other aspects of community life.

Inventorying public and institutional land needs was the first step in the analysis. The inventory was then converted into the number of acres per 1,000 population. Public and institutional land needs were further informed through consultations with affected city departments, the McMinnville School District, Chemeketa Community College, and Linfield College, and government agencies. The results were discussed at several meetings of a subcommittee of the EOA PAC and reflect the PAC's recommendations.

The City expanded its UGB in 2020, including land for public and semi-public uses. McMinnville's UGB expansion added about 383 acres for public and semi-public uses, shown in the table below. The expansion included enough land to meet the estimated public land needs through 2041 except for an unmet park land need.

LAND ADDED TO THE UGB IN 2020 FOR PUBLIC USES COMPARED WITH ESTIMATED PUBLIC LAND NEEDS THROUGH 2041



CATEGORY OF LAND NEED	ADDITIONAL LAND NEED (ACRES)		
	UGB EXPANSION FOR 2003-2023 PHASE 2	PUBLIC LAND NEED THROUGH 2041	SURPLUS OR (DEFICIT)
Parks	254	392	(138)
Schools (McMinnville SD)	54	10	44
Private Schools (colleges)	2	0	2
Religious (churches)	48	38	9
Government (City, County, State, Federal)	1	16	(15)
Semi-public Services (Water & Light)	25	21	4
Total	383	477	(94)

ACKNOWLEDGMENTS

ECONorthwest prepared this report for the City of McMinnville. ECONorthwest and the City of McMinnville thank the many people who helped to develop the McMinnville Housing Needs Analysis, Economic Opportunities Analysis, and Urbanization Report, as well as the update to these reports in 2023. This project was funded in part by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.

HOUSING NEEDS ANALYSIS AND ECONOMIC OPPORTUNITIES ANALYSIS PROJECT ADVISORY COMMITTEE (PAC) (Members in **bold** participated in both the HNA and EOA PAC)

Marilyn Worrix	Sid Friedman	Matt Deppe	Kelly McDonald	Christopher Anderson
Kellie Menke	Mark Davis	Brad Bassitt	Mike Morris	Ellen Hogg
Zack Geary	Danielle Hoffman	Patty O’Leary	Jeff Knapp	Judith Pasch
Roger Lizut	Andrew Burton	Paul Davis	Gioia Goodrum	Katie Russ
Susan Dirks	Beth Caster	Andrew Burton	Ed Gormley	Katie Wennerstrom
Roger Hall	Michael Jester	Doug Hurl	Kyle Faulk	Rob Hallyburton
Sal Peralta	Robert J. Banagay	Scott Cooper	Jody Christensen	Scott Green
Alan Ruden	Amanda Perron	Alan Amerson	Abigail Neilan	Matthew Deppe
				Kellie Menke

PUBLIC/INSTITUTIONAL LANDS WORK GROUP

PAC Members:

Paul Davis, Chemeketa
Susan Muir, Parks
Mike Bisset, City Infrastructure

John Dietz, MWL
Other Interested PAC Members

Additional Representatives:

Mary Ann Rodriguez, Linfield
Matt Johnson, Churches
Laura Syring, SD, Parks
Peter Keenan, SD

Ryan McIrvine, SD/Athletics
Steve Ganzer, Parks
Justin Hogue, County

TECHNICAL ADVISORY COMMITTEE (TAC)

STATE OF OREGON

Angela Carnahan, Regional Representative – Oregon Department of Land Conservation and Development

Kevin Young, Housing Specialist – Oregon Department of Land Conservation and Development

CITY OF MCMINNVILLE

Tom Schauer, Senior Planner — Lead
Heather Richards, Planning Director
Chuck Darnell, Senior Planner
Jamie Fleckenstein, Associate Planner
Mike Bisset, Community Development Director
Susan Muir, Parks Director

YAMHILL COUNTY

Ken Friday, Planning Director
Stephanie Armstrong, Associate Planner

CONSULTING TEAM (ECONORTHWEST)

Robert Parker, Senior Project Adviser
Beth Goodman, Project Director
Margaret Raimann, Technical Manager
Sadie DiNatale, Associate

CITY OF MCMINNVILLE CONTACT:

Tom Schauer, Senior Planner
City of McMinnville
230 NE Second Street
McMinnville, Oregon 97128
503-474-5108
tom.schauer@mcminnvileoregon.gov

ECONORTHWEST CONTACT:

Robert Parker, Project Director
ECONorthwest
222 SW Columbia, Suite 1600
Portland, OR 97201
503-222-6060
parker@econw.com

ECONorthwest

ECONOMICS • FINANCE • PLANNING

www.ECONW.com

OREGON
KOIN Center
222 SW Columbia St., Suite 1600
Portland, OR 97201
503-222-6060

OREGON
The Washburne Building
72 W Broadway, Suite 206
Eugene, OR 97401
541-687-0051

WASHINGTON
Park Place
1200 6th Avenue, Suite 615
Seattle, WA 98101
206-823-3060

IDAHO
Eagles Center
223 North 6th Street, Suite 430
Boise, ID 83702
208-515-3353

City of McMinnville

Housing Needs Analysis

June 2023

Prepared for:
City of McMinnville

FINAL DRAFT REPORT

ECONorthwest
ECONOMICS • FINANCE • PLANNING

KOIN Center
222 SW Columbia Street
Suite 1600
Portland, OR 97201
503.222.6060

This page intentionally blank

Acknowledgments

ECONorthwest prepared this report for the City of McMinnville. ECONorthwest and the City of McMinnville thank those who helped develop the McMinnville Buildable Lands Inventory and Housing Needs Analysis. This project is funded by Oregon general fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.

Project Advisory Committee (PAC)

Citizen Advisory Committee (CAC 2019)

Marilyn Worrix, Chair	Sal Peralta	Beth Caster
Kellie Menke, Vice Chair	Alan Ruden	Michael Jester
Zack Geary	Sid Friedman	Robert J. Banagay
Roger Lizut	Mark Davis	Amanda Perron
Susan Dirks	Danielle Hoffman	Matt Deppe
Roger Hall	Andrew Burton	Brad Bassitt
		Patty O'Leary

Citizen Advisory Committee (CAC 2023)

Abigail Neilan	Rob Hallyburton	Melissa Ahrens, DLCD
Christopher Anderson	Scott Green	Regional Representative
Ellen Hogg	Matthew Deppe,	Heather Richards,
Judith Pasch	McMinnville Planning	Community Development
Katie Russ	Commission	Director
Katie Wennerstrom	Kellie Menke, McMinnville	
	City Council	

Technical Advisory Committee (TAC 2019)

State of Oregon

Angela Carnahan, Regional Representative – Oregon Department of Land Conservation and Development
Kevin Young, Housing Specialist – Oregon Department of Land Conservation and Development

City of McMinnville

Tom Schauer, Senior Planner – Lead
Heather Richards, Planning Director
Chuck Darnell, Senior Planner

Jamie Fleckenstein, Associate Planner
Mike Bisset, Community Development Director
Susan Muir, Parks Director

Yamhill County

Ken Friday, Planning Director
Stephanie Armstrong, Associate Planner

Consulting Team (ECONorthwest)

Robert Parker, Senior Project Adviser
Beth Goodman, Project Director
Margaret Raimann, Technical Manager
Sadie DiNatale, Associate

City of McMinnville Contact:

Tom Schauer, Senior Planner
City of McMinnville
230 NE Second Street
McMinnville, Oregon 97128
503-474-5108
tom.schauer@mcminnvileoregon.gov

ECONorthwest Contact:

Robert Parker, Project Director
ECONorthwest
222 SW Columbia, Suite 1600
Portland, OR 97201
503-222-6060
parker@econw.com

Table of Contents

ACKNOWLEDGMENTS	III
EXECUTIVE SUMMARY	I
BACKGROUND	I
HOW MUCH RESIDENTIAL LAND DOES McMINNVILLE CURRENTLY HAVE?	II
HOW MUCH GROWTH IS McMINNVILLE PLANNING FOR?	III
HOW MUCH LAND WILL BE REQUIRED FOR HOUSING?	IV
DOES McMINNVILLE HAVE ENOUGH LAND TO ACCOMMODATE GROWTH?	V
1. INTRODUCTION	1
BACKGROUND	2
FRAMEWORK FOR A HOUSING NEEDS ANALYSIS	3
PUBLIC PROCESS	9
ORGANIZATION OF THIS REPORT	10
2. RESIDENTIAL BUILDABLE LANDS INVENTORY	11
CATEGORIZING LANDS	11
BUILDABLE LANDS INVENTORY RESULTS	14
INFILL AND REDEVELOPMENT POTENTIAL	22
3. HISTORICAL AND RECENT DEVELOPMENT TRENDS	25
DATA USED IN THIS ANALYSIS	26
TRENDS IN HOUSING MIX	27
HOUSING DENSITY	32
TRENDS IN TENURE	33
VACANCY RATES	36
SHORT-TERM RENTALS AND SEASONAL HOUSING	37
GOVERNMENT-ASSISTED HOUSING PROJECTS	39
MANUFACTURED HOMES	40
4. DEMOGRAPHIC AND OTHER FACTORS AFFECTING RESIDENTIAL DEVELOPMENT IN McMINNVILLE	42
DEMOGRAPHIC AND SOCIOECONOMIC FACTORS AFFECTING HOUSING CHOICE	43
REGIONAL AND LOCAL TRENDS AFFECTING AFFORDABILITY IN McMINNVILLE	70
SUMMARY OF THE FACTORS AFFECTING McMINNVILLE'S HOUSING NEEDS	80
5. HOUSING NEED IN McMINNVILLE	84
PROJECT NEW HOUSING UNITS NEEDED IN THE NEXT 5, 10, 20, AND 46 YEARS	84
NEEDED DENSITY	99
NEEDED HOUSING BY INCOME LEVEL	103
NEED FOR GOVERNMENT-SUBSIDIZED, FARMWORKER, AND MANUFACTURED HOUSING	104
OTHER NEEDS	107
6. RESIDENTIAL LAND SUFFICIENCY WITHIN McMINNVILLE	108
STATUTORY GUIDANCE	108
RESIDENTIAL CAPACITY ANALYSIS	109

RESIDENTIAL LAND SUFFICIENCY IN McMINNVILLE	113
CONCLUSIONS	115
APPENDIX A. RESIDENTIAL BUILDABLE LANDS INVENTORY METHODS	117
OVERVIEW OF THE METHODOLOGY	117
RESIDENTIAL LAND BASE	119
APPENDIX B. SCENARIO MODELING	120
HOUSING FORECAST BY HOUSING TYPE	120
ALLOCATION OF NEEDED HOUSING	124
NEEDED DENSITIES	126
LAND SUFFICIENCY APPROXIMATIONS FOR THE 2021 TO 2041 PLANNING PERIOD	126

Executive Summary

This section summarizes the high-level findings from the analysis of land sufficiency of residential land in the McMinnville urban growth boundary (UGB). The findings in this report are intended to comply with statewide planning policies, statutes, and goals.

Background

The City of McMinnville first adopted an urban growth boundary (UGB) in 1981 to meet the projected needs for the 1980-2000 planning period. McMinnville's last acknowledged Housing Needs Analysis (HNA) approved in 2003 is for the 2003-2023 planning period. This analysis identified the need for additional land supply and resulted in an attempt to expand the City's UGB in 2003, which was partially approved in 2004, with the remainder appealed for a variety of issues, ultimately being remanded to the City in 2011. In 2021, the final UGB amendment for the 2003 HNA was approved for the planning period of 2003-2023.

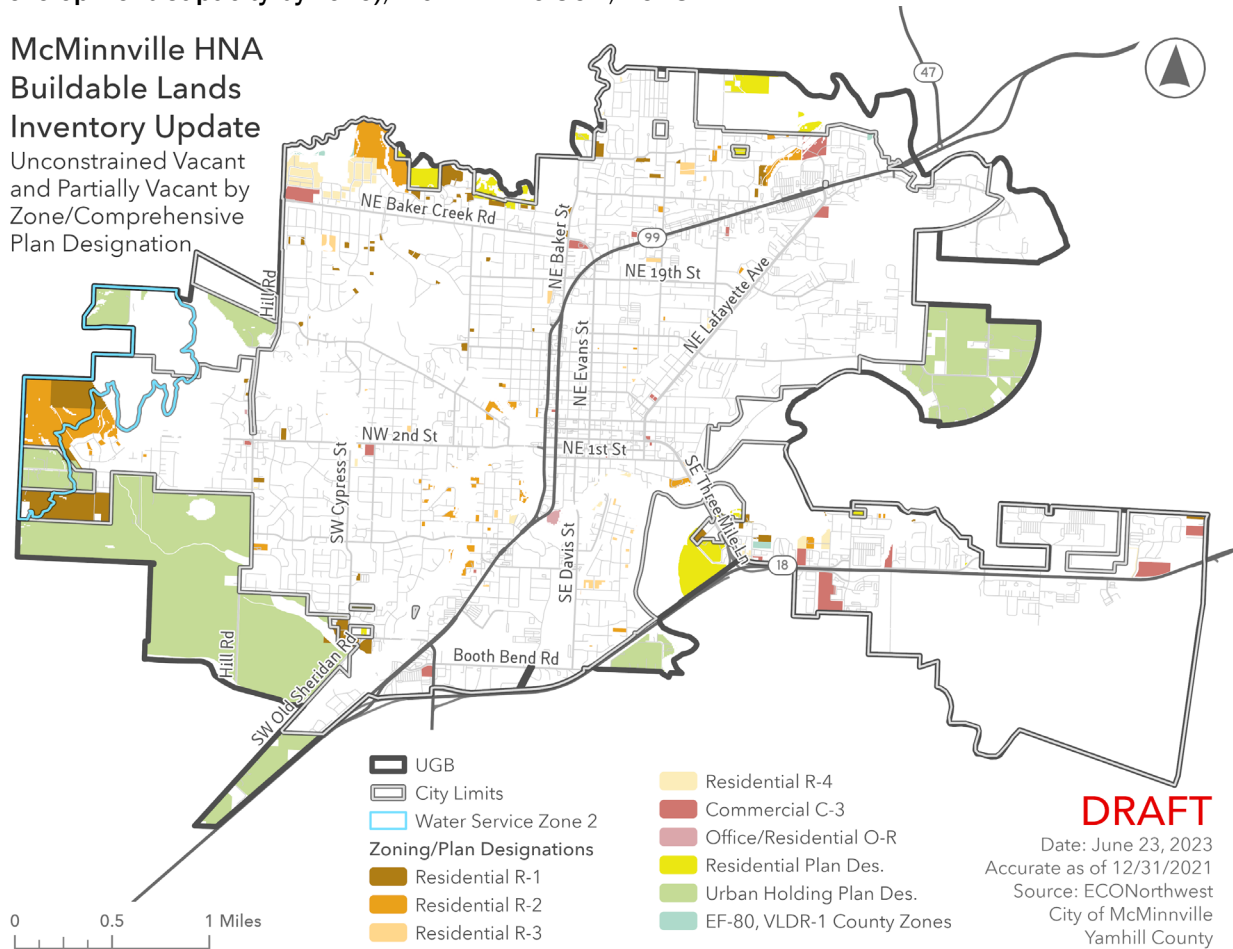
While the City was trying to finalize the UGB amendment for the 2003 acknowledged HNA, the City started working on a new HNA for the planning period of 2021-2041 and 2021 - 2067 in 2018. A draft was completed in 2020, and then amended in 2023 to include the results of the 2021 UGB amendment and the provisions of HB 2001 (2019 Oregon Legislature). The update in 2023 updated the Buildable Lands Inventory to include development through December 31, 2021.

An HNA provides McMinnville with the factual basis to update the Housing Element of the City's comprehensive plan and zoning code, support for future planning efforts related to housing, and options for addressing unmet housing needs in McMinnville. It provides information that will inform future planning efforts, including a review of the McMinnville UGB and the establishment of urban renewal areas (URAs). It provides the City with information about the housing market in McMinnville and describes the factors that will affect future housing demand and need in McMinnville.

How much residential land does McMinnville currently have?

Within the Urban Growth Boundary (UGB), McMinnville has 5,418 total acres of vacant or partially vacant residential land spread across 10,563 tax lots, this includes commercial zones that allow residential uses. Of this land, 847 acres is vacant for residential development. About 63% of this land (533 acres) is in County zoning and 37% (315 acres) is within the city limits. Of note, McMinnville’s residential land includes both public and institutional land as well (such as parks, schools, and religious land uses).

Exhibit 1: Buildable Acres (Unconstrained Portions of Vacant and Partially Vacant Parcels with Development Capacity by zone), McMinnville UGB, 2023



How much growth is McMinnville planning for?

McMinnville is growing and per state law must plan for the housing to accommodate its growing population. Exhibit 2 shows McMinnville’s projected populations through 2067. McMinnville is expected to grow by 31% over the 20-year analysis period of 2021 to 2041, from 36,238 residents to 47,498 residents, and by 42% over the 46 year analysis period of 2021 to 2067 from 36,238 residents to 62,803 residents.

Exhibit 2. McMinnville’s 5-, 10-, 20-, and 46-Year Population Forecast, McMinnville UGB, 2021, 2026, 2031, and 2067

Source: Population Research Center, Portland State University, June 30, 2017.

36,238	38,985	41,813	47,498	62,803
2021	2026 (5-year)	2031 (10-year)	2041 (20-year)	2067 (46-year)

ECONorthwest projects McMinnville’s housing needs in Exhibit 3. McMinnville will need to add 4,657 dwelling units by 2041 to accommodate its projected growth in population (an average of 233 new dwelling units per year). McMinnville will need to add 10,986 dwelling units by 2067 to accommodate its projected growth in population (an average of 234 dwelling units per year).

Exhibit 3. Forecast of Demand for New Dwelling Units, McMinnville UGB, 2021 to 2041 and 2021 to 2067

Source: Calculations by ECONorthwest

Variable	New Dwelling Units	
	20-Year (2021 to 2041)	46-Year (2021 to 2067)
Change in persons	11,260	26,565
Average household size	2.55	2.55
New occupied DU	4,416	10,418
<i>times</i> Aggregate vacancy rate	5.4%	5.4%
<i>equals</i> Vacant dwelling units	241	568
Total new dwelling units	4,657	10,986
Annual average of new dwelling units	233	234

How much land will be required for housing?

Exhibit 4 summarizes the projected mix of needed housing units in McMinnville for the planning period of 2021- 2041 and 2021-2067 period. The projected housing mix assumption consist of 55% single-dwelling units detached, 12% single-dwelling units attached, and 33% multifamily units. This housing mix assumption is based on demographic trends, demands and local values for an increased supply of multidwelling units and less reliance on single dwelling units.

Exhibit 4. Forecast of Demand for New Dwelling Units by Type, McMinnville UGB, 2021 to 2041 and 2021 to 2067

Source: Calculations by ECONorthwest. Note: DU is dwelling unit.

Variable	New Dwelling Units by Type	
	20-Year (2021 to 2041)	46-Year (2021 to 2067)
Needed new dwelling units	4,657	10,986
Dwelling units by structure type		
Single-family detached		
Percent single-family detached DU	55%	55%
<i>equals</i> Total new single-family detached DU	2,561	6,042
Single-family attached		
Percent single-family attached DU	12%	12%
<i>equals</i> Total new single-family attached DU	559	1,318
Multifamily		
Percent multifamily	33%	33%
<i>Total new multifamily</i>	1,537	3,626
<i>equals</i> Total new dwelling units	4,657	10,986

McMinnville expects to accommodate some housing on land with existing development, through infill and redevelopment. Infill (which includes accessory dwelling units) and redevelopment is development that occurs on fully developed lots; the property owner may add additional units to the property or demolish the dwelling unit(s) that are already in place to build one or more units on the property. For the 2021 to 2041 period, this HNA assumes 8% of new housing will be accommodated through infill and redevelopment. This results in 373 units that will be accommodated through infill and redevelopment.

Translating need for housing into need for residential land requires assumptions about future development densities. An analysis of historical densities showed that McMinnville’s housing developed at an average of 4.9 dwelling units per gross acre between 2000 and July 2018. Since then, McMinnville adopted development code to comply with House Bill 2001 (2019) to allow duplexes, townhouses, cottage housing, triplexes, and quadplexes in areas where single-

dwelling detached housing is allowed. As a result, per HB 2001 (2019) this analysis assumed an increase of 3% for future densities, resulting in an average of 5.05 dwelling units per gross acre.

Exhibit 5 shows the capacity of McMinnville’s vacant residential land based on the historical densities with 3% added to account for HB 2001 (2019). McMinnville has capacity for 3,183 dwelling units.

Exhibit 5. Unconstrained Vacant and Partially Vacant Buildable Land (Water Zone 1 and 2) with Baseline Capacity, McMinnville UGB, 2018

Source: Buildable Lands Inventory; Calculations by ECONorthwest. Note1: DU is dwelling unit. Note2: The density of county zoned land is the historic average density achieved (5.05 du/gross acre). Note 3: As stated above, no capacity was allocated to the C-3 zone.

*The 54 acres of land for the small lots in rural zoning with reduced capacity was removed from the acres of land for “All other land in County zoning”

Zoning Districts	Total Unconstrained Buildable Acres (Water Zone 1 & 2)	Density Assumption (DU/Gross Acre)	Capacity (Dwelling Units)
R-1 Single Family Residential	108	3.19	345
R-2 Single Family Residential	113	4.43	499
R-3 Two Family Residential	11	4.94	53
R-4 Multiple-Family Residential	34	6.28	212
O-R Office/Residential	3	6.49	16
C-3 General Commercial	47	22.56	-
County Zoning			
Small lots in rural residential zoning with reduced capacity*			72
All other land in County zoning	394	5.05	1,986
TOTAL	708	4.49	3,183

Does McMinnville have enough land to accommodate growth?

Per this HNA, McMinnville’s UGB will not accommodate all of its projected housing needs. McMinnville has a deficit of capacity for **1,101 dwelling units** for the 2021-2041 period, resulting in a land deficit of **218 gross acres** (at a density of 5.05 du/gross acre) or 202 gross acres (at a density of 5.46 du/gross acre).

1. Introduction

This report presents a housing needs analysis (HNA) for the City of McMinnville. It is intended to comply with statewide planning policies that govern planning for housing and residential development, including Goal 10 (Housing) and applicable statutes such as ORS 197.296 and OAR 660 Division 8. The methods used for this study generally follow the *Planning for Residential Growth* guidebook, published by the Oregon Transportation and Growth Management Program (1996).

Consistent with Statewide Planning Goal 10, the HNA documents McMinnville’s housing needs for the 2021–2041 planning period.¹ It is more comprehensive than the State requires, looking at housing needs for a 5-, 10-, 20-, and 50-year period. The shorter-term analyses are intended to identify immediate housing needs and strategies given current land-need deficiencies, and the 50-year analysis can provide a basis for the establishment of urban reserve areas (URAs).

This HNA was first developed in 2018 and 2019, and then updated in 2023 to account for changes in buildable land supply and state statutory requirements and allowances.

In 2023, the City updated the HNA to:

- Add an Executive Summary.
- Account for changes in the buildable lands inventory, including:
 - Accounting for land brought into the urban growth boundary in 2021
 - Development that occurred through December 31, 2021, as an update to the buildable lands inventory
 - Remove the forecast of growth and land demand for the 2018-2021 period, as that growth is now accounted for in the update of the buildable lands inventory.
- Update the analysis of needed density to assume an increase of 3% for needed densities, as allowed by HB 2001 (2019).
- Update to the capacity to reflect the changes in needed densities, reflect changes in the buildable lands inventory, and changes in the capacity of rural residential lands that have been within the UGB for more than 14 years, where housing is not developing at expected urban densities.

¹ ORS 197.296(2) requires cities to “demonstrate that its comprehensive plan or regional framework plan provides sufficient buildable lands within the urban growth boundary established pursuant to statewide planning goals to accommodate estimated housing needs for 20 years. The 20-year period shall commence on the date initially scheduled for completion of the periodic or legislative review.” McMinnville anticipates adopting the housing needs analysis no earlier than 2021. As a result, this report presents housing needs for the 2021 to 2041 period.

- Update the estimate of Land Sufficiency to reflect changes to the BLI and forecast of land need and Conclusions sections to incorporate the updated Residential Capacity Analysis.

Other than these items, the City did not substantively update assumptions or policy recommendations in the draft HNA, as they were thoroughly reviewed and voted on by the Project Advisory Committee in development of the draft HNA in 2018 and 2019.

Background

In January 1981, the City of McMinnville adopted an urban growth boundary (UGB) intended to meet the needs for the 1980–2000 planning period. The City of McMinnville last initiated a housing needs analysis in 2000 for the 2000–2020 planning period as part of a comprehensive review of its 20-year needs. It was subsequently updated to a 2003–2023 planning period.

In 2007–2008, the City submitted a UGB amendment to the Department of Land Conservation and Development (DLCDD) for the inclusion of 1,188 gross acres, resulting in a total inclusion request of 890 buildable acres (of which 537 buildable acres were designated to meet identified housing needs) and the adoption of several land-use efficiency measures. This UGB amendment was subsequently appealed on a number of issues, and ultimately the court of appeals found that the City had not justified its inclusion of high-value farmland instead of rural residential “exception” areas and agricultural areas of poorer soils.

In July 2011, the court of appeals remanded the aforementioned case, approving the inclusion of 217 buildable acres of exception-only land in the UGB for residential use, thus leaving a 320-acre deficit of buildable residential land. To partially address residential land needs, the City has since approved some plan amendments and rezones from lower- to higher-density residential designations. Other than some smaller nonresidential-to-residential plan amendments and zone changes, no additional land has been added to the residential plan designation since 2007–2008, per the court of appeals’ decision in 2011 that required a reduction in land.

In December 2020, McMinnville adopted Ordinance No. 5098 to finish the UGB amendment needed to meet the land need identified in the 2003 HNA, by expanding the UGB to include 595.40 gross buildable acres of land in an urban holding designation for residential, parks, schools, religious and neighborhood serving commercial land needs, 27 gross buildable acres for commercial designation, and 40 gross buildable acres for industrial designation for a total of 662.4 gross buildable acres. This report updates the buildable lands inventory to include those lands.

From 1996 to 2016, when Senate Bill 1573 was passed, annexation of residentially designated land within the unincorporated UGB was subject to approval by City voters.² Annexations of

² <https://olis.leg.state.or.us/liz/2016R1/Measures/Overview/SB1573>.

land in McMinnville from 1996 to 2016 totaled 468.4 acres with at least 190 of those acres designated for uses other than housing.

From 2000 to 2017, McMinnville added nearly 7,166 residents, accounting for 34% of Yamhill County's growth over that period. In the same time, McMinnville added about 3,250 new dwelling units. McMinnville's population has grown a little older on average and has become slightly more ethnically diverse since 2000, consistent with statewide trends.

This report provides McMinnville with a factual basis to update the Housing Element of the City's comprehensive plan and zoning code. Additionally, it provides a factual basis to support future planning efforts related to housing and options for addressing unmet housing needs in McMinnville. It provides information that will inform future planning efforts, including a review of the McMinnville UGB and the establishment of urban renewal areas (URAs). It provides the City with information about the housing market in McMinnville and describes the factors that will affect future housing demand and need in McMinnville, such as changing demographics and housing preferences. This analysis will help decision makers understand whether McMinnville has enough land to accommodate growth over the next 5, 10, 20, and 50 years.

Framework for a Housing Needs Analysis

Economists view housing as a bundle of services for which people are willing to pay, including shelter, proximity to other attractions (job, shopping, recreation), amenities (type and quality of fixtures and appliances, landscaping, views), prestige, and access to public services (quality of schools). Because it is impossible to maximize all these services and simultaneously minimize costs, households must make tradeoffs. What they can get for their money is influenced both by economic forces and government policy. Moreover, different households will value what they can get differently. They will have different preferences, which in turn are a function of many factors such as income, age of household head, number of people and children in the household, number of workers and job locations, number of automobiles, and so on.

Thus, housing choices of individual households are influenced in complex ways by dozens of factors. The housing market in Yamhill County and McMinnville are the result of the individual decisions of thousands of households, (McMinnville has over 12,000 households, and Yamhill County has nearly 40,000 households). These points help to underscore the complexity of projecting what types of housing will be built in McMinnville between 2021 and 2041.

The complex nature of the housing market was demonstrated by the unprecedented boom-and-bust during the past two decades. This complexity does not eliminate the need for some type of forecast of future housing demand and need, with the resulting implications for land demand and consumption. Such forecasts are inherently uncertain. Their usefulness for public policy often derives more from the explanation of their underlying assumptions about the dynamics of markets and policies than from the specific estimates of future demand and need.

Statewide Planning Goal 10 and Related Policies

The passage of the Oregon Land Use Planning Act of 1974 (ORS Chapter 197) established the Land Conservation and Development Commission (LCDC) and the Department of Land Conservation and Development (DLCD). The Act required the Commission to develop and adopt a set of statewide planning goals. Goal 10 addresses housing in Oregon and provides guidelines for local governments to follow in developing their local comprehensive land-use plans and implementing policies.

At a minimum, local housing policies must meet the requirements of Goal 10 and the statutes and administrative rules that implement it (ORS 197.295 to 197.314, ORS 197.475 to 197.490, and OAR 600-008).³ Goal 10 requires incorporated cities to complete an inventory of buildable residential lands and encourage the availability of adequate numbers of housing units in price and rent ranges commensurate with the financial capabilities of its households.

Goal 10 defines needed housing types as “housing types determined to meet the need shown for housing within an urban growth boundary at particular price ranges and rent levels.”

ORS 197.303(1) defines “needed housing” as follows:

As used in ORS 197.307, “needed housing” means all housing on land zoned for residential use or mixed-residential and commercial use that is determined to meet the need shown for housing within an urban growth boundary at price ranges and rent levels that are affordable to households within the county with a variety of incomes, including but not limited to households with low incomes, very low incomes and extremely low incomes, as those terms are defined by the US Department of Housing and Urban Development under 42 U.S.C. 1437a. Needed housing includes the following housing types:

- (a) Attached and detached single-family housing and multifamily housing for both owner and renter occupancy;
- (b) Government-assisted housing;
- (c) Mobile home or manufactured dwelling parks as provided in ORS 197.475 to 197.490;
- (d) Manufactured homes on individual lots planned and zoned for single-family residential use that are in addition to lots within designated manufactured dwelling subdivisions; and
- (e) Housing for farmworkers.

DLCD provides guidance on conducting a housing needs analysis in the document *Planning for Residential Growth: A Workbook for Oregon’s Urban Areas*, referred to as the workbook. In addition, cities with a population of 25,000 or more (including McMinnville) are required to

³ ORS 197.296(1)-(9) only applies to cities with populations over 25,000.

comply with ORS 197.296(1)–(9) and must conduct an analysis of housing need by housing type and density range to determine the number of needed dwelling units and amount of land needed for each housing type in the next 20 years (ORS 197.296(3)(b)).

Broadly, ORS 197.296(2) requires cities to demonstrate that its comprehensive plan provides sufficient buildable lands within the urban growth boundary to accommodate estimated housing needs for 20 years. Section 6 requires cities to conduct a buildable lands inventory and analyze housing needs and residential land needs. If the conclusion of that analysis is that the housing need determined pursuant is greater than the housing capacity determined, the City must either (1) amend its urban growth boundary to include sufficient buildable lands to accommodate housing needs for the next 20 years; (2) amend land-use regulations to include new measures that “demonstrably increase the likelihood that residential development will occur at densities sufficient to accommodate housing needs for the next 20 years without expansion of the urban growth boundary”; or (3) adopt a combination of (1) and (2).

In summary, McMinnville must identify needs for all of the housing types listed above as well as adopt policies that increase the likelihood that needed housing types will be developed. This housing needs analysis was developed to meet the requirements of Goal 10 and its implementing administrative rules and statutes. This report references relevant state guidance in relation to various elements of the HNA.

A Note About Housing Needs

As described above, the nature of the housing market and housing needs are complex. Provisions of statute that discuss needed mix and needed density read as if, after conducting an analysis of historical and forecast trends, the City can apply a formula to arrive at a correct determination of needed mix and density to ensure that housing needs are met for the next twenty years of population growth. But these determinations function within a fairly rigid formula that does not take into account market and choice. In effect, this would require the City to determine the needed housing type and density for each household and aggregate the results for all households to arrive at the needed mix of housing types and the average needed density for the planning period. It presumes that households fit into categories that are uniform in their housing needs, preferences, choices, and trade-offs and, therefore, the City can determine the correct aggregate housing choices. Meeting housing needs should also reflect community values and provide opportunities for a range of housing options to meet needs in the community, from affordable housing for the residents with the lowest incomes to executive housing options.

This formula further assumes that housing needs are reduced to type (single-family detached, single-family attached, and multifamily), mix, and density. It further assumes these are the sole factors, if not the most critical ones, that allow cities to meet housing need. Without explicitly stating it, these components of housing need are reduced to a proxy for affordability across income levels, while failing to account for other aspects of the housing market that may be more critical to addressing housing need and choice across the income spectrum. It is demonstrably true that density does not necessarily equate to affordability. Further, state law currently prohibits cities from directly addressing some aspects of the housing market that may be more

critical to meeting housing needs, specifically ORS 197.309 (which enables inclusionary zoning but places restrictions on when it can be applied).

The required analysis also ignores the fact that some historic trends may be the result of factors that have artificially distorted the market and provision of housing supply in different ways, including past regulatory constraints that may have influenced the housing market, which become embedded in the trend analysis of housing need.

In reality, the City is zoning for housing opportunities in which households can make choices about housing that meets their needs by providing choices consistent with their preferences, and these needs and preferences may change during the planning period. This interpretation is consistent with the language of Goal 10: “Plans shall encourage the availability of adequate numbers of needed housing units at price ranges and rent levels which are commensurate with the financial capabilities of Oregon households and allow for flexibility of housing location, type and density.”

Household preference will lead to housing choices, where a household may have a choice of different housing options that reflect trade-offs. For example, when it comes to affordability, there may be different housing choices that are equally affordable. A household may choose an ownership opportunity that results in slight cost burden but allows them to establish ownership and equity, rather than a rental opportunity at a lower price point that doesn’t result in cost burden.

While housing type and density can be factors in housing costs, they are not determinants. Other factors can have a significant impact on housing cost and preference. These factors include:

- **Location within the region and city.** Locational factors and neighborhood amenities can dramatically affect housing cost. Locational choices relative to neighborhoods, amenities, schools, access to services, and so on can determine preferences and housing costs. In some cases, the cost per square foot in the highest-density multifamily developments in the most desirable neighborhoods can be significantly higher than larger single-family detached housing in a neighborhood a few miles away. To create equity and inclusion, the City needs to be cognizant of ensuring that neighborhoods are equitable and that housing types are equally distributed.
- **Square footage, materials, and amenities.** These factors can be significant in determining housing cost. Census data suggests that the size of both single-family units and multifamily units continue to increase.
- **Household formation.** Some people may select different options for household formation to increase housing choice opportunities. For example, some individuals or extended families may prefer to live in a larger house together and share costs and social supports, rather than living in individual units that may be more expensive, lack social supports, or both.

- **Housing subtypes.** Within the three broad categories of housing types specified in statute (single-family detached, single-family attached, and multifamily) are numerous subtypes. Some subtypes might have more in common with other housing types. For example, a cottage cluster might be comprised of single-family detached homes with smaller footprints and a higher density, where they are more comparable in density and affordability to other housing types than they are to large-lot single-family homes with significantly more square footage. In this case, it could be more appropriate to plan for opportunity/flexibility to achieve densities and affordability with different housing types, rather than to plan for a specific mix of the three specified housing types.

In short, housing needs can, and do, change over time. The statutes imply that the needed mix identified at the start of the planning period is the correct mix and must be achieved over the course of the planning period. It treats needed mix and density as determinants rather than predictive factors. If households make different housing choices than were initially expected or predicted then, per the statutes, the City has not achieved the correct mix and must adjust because the predictions may not have accurately reflected the socioeconomic and demographic characteristics or housing choices of the City's current and future residents. The law is set up to treat housing mix and density as destiny—treating them as a given to be adhered to rather than a forecast. While the population growth that provides the basis for future planning is described as a “forecast,” and planning for employment land is described as “economic opportunities,” planning for housing is instead described as “needed mix and density” rather than a housing forecast of opportunities for different housing types.

This suggests that the numbers in a population forecast are predictive and subject to change while the demographic and socioeconomic components inherent in that same forecast are not. It further assumes that the City can determine the complex factors that determine the right housing choice for households. A self-fulfilling planning scheme can be overly rigid and may drive households to select housing options because they are an available, rather than a preferred, choice.

The statutes appear to be more concerned with needed density and mix, identified at the beginning of the planning period as an absolute, more so than the consideration of housing preferences and affordable options commensurate with household incomes. In effect, the metrics (e.g., density and mix) for needed housing can be more concerned with urbanization goals than with housing needs (particularly affordability, since density does not necessarily equate to affordability).

The above discussion isn't intended to conflate housing need with the housing market. On the contrary, the housing needs analysis and residential lands needs analysis must address housing needs for those who lack housing, those who are at risk of losing housing, those who are not being served by the housing market, and those who have the narrowest choice of housing options commensurate with their incomes. There are many in the community who lack viable housing opportunities or choices. The market may continue to operate without responding to, or being able to respond to, housing needs for those residents, absent market interventions.

The housing needs analysis and resulting housing strategy will require creativity to meet the housing challenges that lie ahead, but they will provide pathways to opportunity. Rigid thinking about housing type, mix, and density—as well as segregated zoning—will not lead to the creative solutions that McMinnville seeks to meet housing challenges head-on while creating great neighborhoods of enduring value that provide opportunity to future generations. Further, narrow thinking about the term “needed housing,” however well-intentioned, could replicate planning failures from the past. Affordability achieved through the warehousing of people doesn’t provide a pathway to opportunity or upward mobility.

Needed mix and density are statutory components of a housing needs analysis that are typically conducted in advance of a housing strategy; accordingly, predetermining them will prevent the use of flexible options that provide more creative solutions. Instead, the residential land needs analysis should be based on either needed mix or density, leaving the other to be addressed through a responsive, creative strategy that avoids rigid categories and adjusts as needs are met over time.

As the City of McMinnville continues to discuss housing needs and construct a housing strategy in response, it should allow for market innovation over the planning horizon to ensure that the need is truly being met with choice option. Additionally, the City of McMinnville has recently adopted Great Neighborhood Principles to ensure that everyone in McMinnville can live in a nice neighborhood regardless of income. These principles strive for equity and inclusion in residential neighborhoods, and they will play an important role in crafting a meaningful response that will not only address the housing needs of McMinnville’s future residents but provide enduring value.

Public Process

At the broadest level, the purpose of the project was to understand how much McMinnville will grow over the next 5, 10, 20, and 46 years. The project has two components: (1) technical analysis (the BLI and HNA), and (2) housing strategies (provided in a future, separate document). Both benefit from public input. The technical analysis requires a broad range of assumptions that influence the outcomes, and the housing strategy is a series of high-level policy choices that will affect McMinnville residents. Public engagement during the project was accomplished through the three primary avenues described below.⁴

Project Advisory Committee Meetings

The City of McMinnville and ECONorthwest solicited public input from an ad-hoc Project Advisory Committee. The Project Advisory Committee met six times⁵ to discuss project assumptions, results, and implications. There was also a joint meeting of the Project Advisory Committee and City Council. The project relied on the Project Advisory Committee to:

- Review work products, advise on public involvement, and consider public input when making recommendations.
- Advise the project team on matters regarding housing needs, market conditions, and the buildable lands inventory in McMinnville.
- Work collaboratively with, and provide guidance to, the staff and consultant project team in the preparation for the McMinnville Housing Needs Analysis.
- Work collaboratively with, and provide guidance to, the staff and consultant project team in the preparation for the McMinnville Housing Strategy. Provide input on goals, strategies, and actions that address McMinnville's housing needs in a way that fits with, and enhances quality of life in, the community.

In 2023, a Project Advisory Committee met twice to discuss the changes to the HNA analysis described above and throughout the document. This was then provided as an update to the City Council in a work session.

Public Open House

The City of McMinnville and ECONorthwest solicited input from the general public at a public open house held on February 5, 2019. The open house consisted of eight information stations related to the preliminary results of the housing needs analysis and the buildable lands

⁴ In addition to Project Advisory Committee meetings, public meetings, and stakeholder focus groups, the City of McMinnville also maintained a project website and social media presence.

⁵ Project Advisory Committee meeting dates with the consultant team: July 17, 2018; November 14, 2018; December 18, 2018; March 7, 2019; and May 21, 2019.

Project Advisory Committee meeting dates without the consultant team: January 16, 2019 and June 13, 2019.

inventory, as well as two public comment stations. As work proceeds on the evaluation of actions in the housing strategy, there will be additional public engagement.

Stakeholder Focus Group

The City of McMinnville and ECONorthwest solicited feedback at a stakeholder focus group. The purpose of the focus group was to provide an opportunity for small-group discussion and to allow input on key issues. The purpose of the focus group, held on January 25, 2019, was to have a targeted discussion with realtors, developers, and housing providers to learn about what they see as opportunities and constraints associated with housing development in McMinnville for the next 5, 10, 20 and 50 years.

Organization of This Report

The rest of this document is organized as follows:

- **Chapter 2. Residential Buildable Lands Inventory** presents the methodology and results of McMinnville’s inventory of residential land.
- **Chapter 3. Historical and Recent Development Trends** summarizes the state, regional, and local housing market trends affecting McMinnville’s housing market.
- **Chapter 4. Demographic and Other Factors Affecting Residential Development in McMinnville** presents factors that affect housing need in McMinnville, focusing on the key determinants of housing need: age, income, and household composition. This chapter also describes housing affordability in McMinnville relative to the larger region.
- **Chapter 5. Housing Need in McMinnville** presents the forecast for housing growth in McMinnville, describing housing need by density ranges and income levels.
- **Chapter 6. Residential Land Sufficiency within McMinnville** estimates McMinnville’s residential land sufficiency needed to accommodate expected growth over the planning period.
- **Appendix A. Residential Buildable Lands Inventory** provides details on the process and methods for conducting the analysis as well as findings.
- **Appendix B. Scenario Modeling** provides details about the impact of housing mix assumptions. ECONorthwest presented these scenarios to the Project Advisory Committee to inform their housing mix assumption recommendation.

2. Residential Buildable Lands Inventory

This chapter summarizes the residential buildable lands inventory (BLI) for the McMinnville UGB. The buildable lands inventory analysis (BLI) complies with statewide planning Goal 10, ORS 197.296(4), and OAR 660-008. A detailed discussion of methods and additional results is presented in Appendix A.

The BLI has the following main steps: (1) establish the residential land base (parcels or portion of parcels with appropriate zoning); (2) classify parcels by development status; (3) identify and deduct development constraints, including environmental and other constraints; and (4) summarize total buildable area by zone. Buildable lands are properties classified as “vacant” or “partially vacant,” which have at least some development capacity after deducting constrained areas. Those will be assigned capacity for new residential development. Calculations must also be made about how much of that land will be needed for streets and other land uses expected to occur on residential lands, which will reduce the amount available for development. Assumptions are also made about the extent of infill and redevelopment that is expected to occur on other lands.

The BLI is based on data and development status of land as of December 31, 2021.

ECONorthwest updated the BLI from the 2019 *McMinnville Housing Needs Analysis* report to December 2021 to account for: land brought into the UGB through the 2020 Urban Growth Boundary (UGB) expansion; development that occurred between January 1, 2018 and December 31, 2021; and other changes such as changes in zoning or tax lot divisions.

Categorizing Lands

The buildable lands inventory classifies all residential (and commercial land where housing is a permitted use) into categories.

Development Status

A key step in the buildable lands analysis is to classify each tax lot into a set of mutually exclusive categories based on development status. For the purpose of this study, all residential tax lots in the UGB are classified into one of the following categories:

- *Vacant land.* Tax lots that have no structures or have buildings with very little improvement value are considered vacant. For the purpose of this inventory, lands with improvement values under \$10,000 are considered vacant (not including lands that are identified as having mobile homes), unless aerial imagery or City staff determined that the tax lot is no longer vacant in the verification step.
- *Partially vacant land.* Partially vacant tax lots are those occupied by a use, but which contain enough land to be developed further. Generally, these are lots that have more

than a half-acre of buildable land after removing constraints and developed land from the total acreage.⁶ This was refined through visual inspection of recent aerial photos.

- *Developed land.* Developed land is developed at densities consistent with zoning and has improvements that make it unlikely to redevelop during the analysis period. Lands not classified as vacant or partially vacant are considered developed.
- *Public or exempt land.* Except as noted below, lands in public or semipublic ownership are considered unavailable for development. This includes lands in Federal, State, County, or City ownership. Public lands were identified using the Yamhill County Assessment property tax exemption codes and ownership field. Exempt lands owned by a nonprofit housing developer which are vacant or partially vacant are considered available for development and are inventoried accordingly.

Development Constraints

Consistent with state guidance on buildable lands inventories, ECONorthwest deducted portions of residential tax lots that fall within certain constraints from the vacant and partially vacant lands (e.g., wetlands and steep slopes). We used categories consistent with OAR 660-008-0005(2):

- *Lands within floodplains and floodways.* Flood insurance rate maps from the Federal Emergency Management Agency (FEMA), as well as land in McMinnville's floodplain zone and plan designation, were used to identify lands in floodways and 100-year floodplains.
- *Land within natural resource protection areas.* The National Wetlands Inventory was used to identify areas within wetlands.
- *Land within landslide hazards.*⁷ The DOGAMI SLIDO database and landslide susceptibility datasets were used to identify lands with landslide hazards. ECONorthwest included lands with high or very high susceptibility to landslides in the constrained area. The City is proposing a policy interpreting the mapped DOGAMI hazards for purposes of the BLI, which can be reviewed upon further study if necessary.
- *Land with slopes over 25%.* Lands with slopes over 25% are considered unsuitable for residential development.

⁶ Under the safe harbor established in OAR 660-024-0050 (2)(a), the infill potential of developed residential lots of one-half acre or more may be determined by subtracting one-quarter acre (10,890 square feet) for the existing dwelling and assuming that the remainder is buildable land. Cities with populations greater than 25,000, including McMinnville, are not eligible for this safe harbor. However, other cities that ECONorthwest has worked with have successfully justified similar threshold assumptions, and the Public Advisory Committee (PAC) for this project considered this a reasonable method to address infill potential of developed residential lots in McMinnville.

⁷ The City of McMinnville will need to adopt comprehensive plan policies regarding buildable lands assumptions in areas with high and very-high landslide susceptibility. Current comprehensive plan policies addressing this hazard do not exist. Should future studies find that the City can address issues by engineering, the City could add associated acreage back into the BLI.

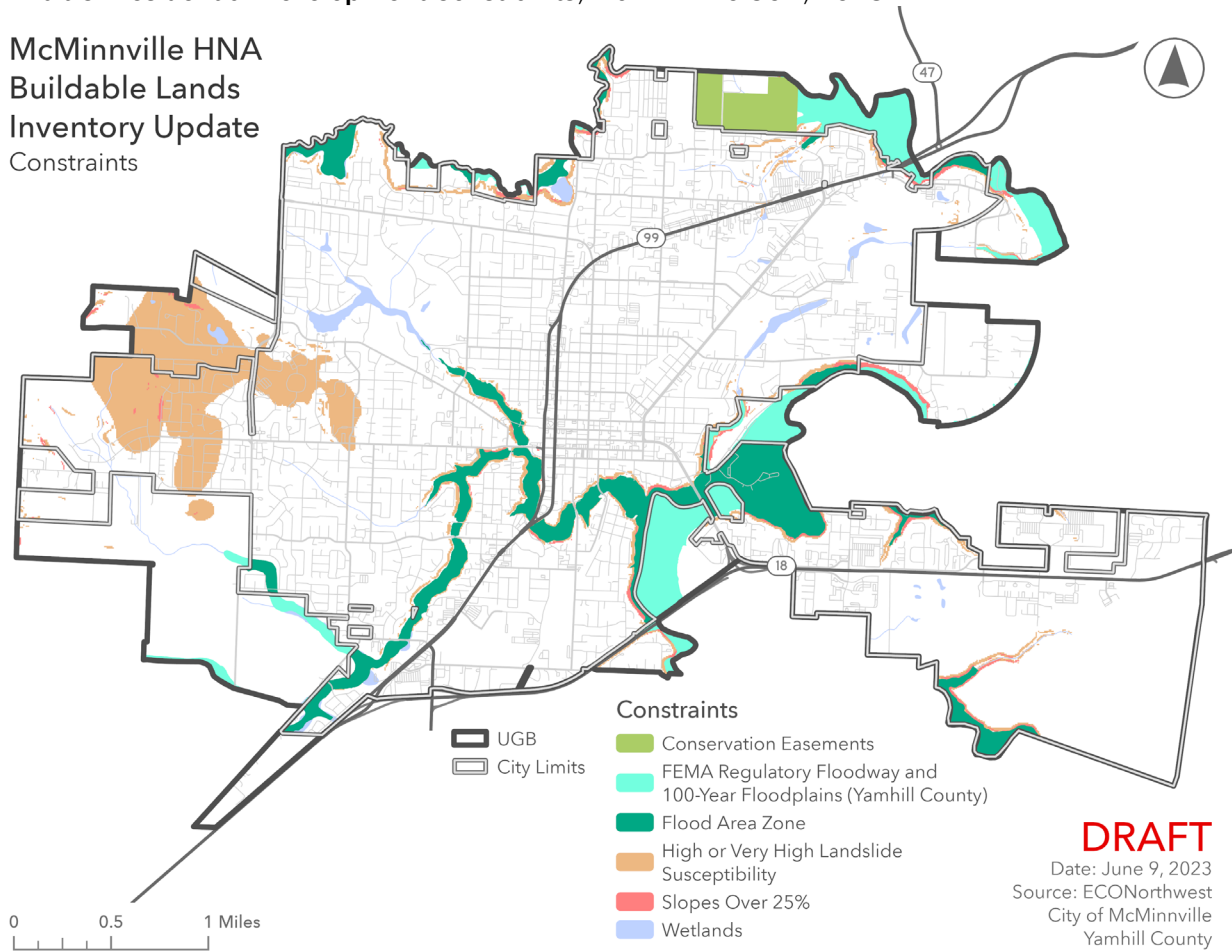
- *Land with conservation easements.* Lands within conservation easements, as identified by City staff, were included in the constrained area.

After deducting constraints, vacant and partially vacant lands that have remaining development capacity are classified as buildable lands.

Exhibit 6 maps the development constraints used for the residential BLI.

Exhibit 6. Residential Development Constraints, McMinnville UGB, 2023

McMinnville HNA
Buildable Lands
Inventory Update
Constraints



Buildable Lands Inventory Results

Land Base

Exhibit 7 shows the residential land base in McMinnville by plan designation and zone. It also allocates the properties and acreage in the land base between Water Pressure Service Zone 2 and all other areas as described below. The land base is comprised of those properties within the UGB with a zoning or plan designation that permits residential use. This is predominantly properties with a residential plan or zoning designation. It also includes commercial plan designations and zones that also allow residential uses. The land base excludes plan and zone designations that don't allow for residential use, such as industrial zones and the floodplain zone.

The results show that the McMinnville UGB has 5,418 total acres in the residential land base in 10,563 tax lots. This analysis includes commercial zones C-3 and O-R, which allow residential uses, and excludes zones that do not allow residential uses, including industrial zones C-1, C-2, and F-P zones.⁸ Of the total acres in the UGB, about 920 acres (17%) are in the R-1 single-family residential zone, about 1,310 acres (24%) are in the R-2 single-family residential zone, about 388 acres (7%) are in the R-3 two-family residential zone, and about 710 acres (13%) are in the R-4 multifamily residential zone.

ECONorthwest also identified land in the Water Pressure Service Zone 2 contour due to additional considerations for capacity. Properties in Service Zone 2 are in the UGB but will be unable to develop until a water storage tank and associated water infrastructure are built to serve properties in Service Zone 2. The Zone 2 area covers properties within three zoning or plan designations: R-1 and R-2 (within City limits), as well as the Urban Holding plan designation (within the unincorporated UGB). Exhibit 7 shows the acreage in tax lots that is either completely within or partially within Zone 2, and the remaining acreage in tax lots not in Zone 2 is defined as Zone 1.⁹ Of the 5,418 acres in the land base, 279 acres (5%) are in Zone 2.

⁸ The F-P zone and plan designation were included in the development constraints. Tax lots partially in the F-P zone and a residential zone were assigned to the adjacent residential zone, and the overlapping floodplain area was calculated in the constraint deductions.

⁹ Some lots that fell within Zone 2 were excluded from Zone 2 acreage based on discussion with City staff. These included lots that were not subject to Zone 2 requirements, such as lots in a platted subdivision (most of those are authorized for development using private booster pumps for water pressure in the interim). Lots partially in Zone 2 were split, and acreages were calculated separately using the Intersect tool in GIS.

Exhibit 7. Land Base: Residential Acres by Classification and Zone, McMinnville UGB, 2023

Source: City of McMinnville, Yamhill Co., ECONorthwest. Note: The numbers in the table may not add up to the total as a result of rounding. Note: all lands in county zones are in the residential plan designation.

Zone/Plan Designation	Number of taxlots	Percent	Total taxlot acreage			Percent (total acreage)
			Zone 1	Zone 2	Total	
City Limits, by Zone						
Residential R-1	2,155	20%	853	67	920	17%
Residential R-2	4,350	41%	1,232	78	1,310	24%
Residential R-3	1,223	12%	388	-	388	7%
Residential R-4	1,747	17%	710	-	710	13%
Office/Residential O-R	75	1%	34	-	34	1%
Commercial C-3	772	7%	636	-	636	12%
UGB, by County Zone or Plan Des.						
EF-80 (County Zone)	9	0%	47	-	47	1%
VLDR-1 (County Zone)	3	0%	3	-	3	0%
Residential Plan Des.	61	1%	318	-	318	6%
Urban Holding Plan Des.	168	2%	917	135	1,051	19%
Total	10,563	100%	5,138	279	5,418	100%

Development Status

Properties within the residential land base were classified into the development status categories described above (vacant, partially vacant, developed, public/exempt). The constraints shown in Exhibit 6 were then overlaid and applied to those properties.

Exhibit 8 shows all land in the residential land base by development and constraint status. Of the total residential land base, about 60% of McMinnville's total residential land (3,224 acres) is committed, 18% (999 acres) is constrained, and 22% (1,185 acres) is unconstrained buildable acres.

Exhibit 8. Residential Land by Zone and Constraint Status, McMinnville UGB, 2023

Source: City of McMinnville, Yamhill Co., ECONorthwest. Note: The numbers in the table may not add up to the total as a result of rounding.

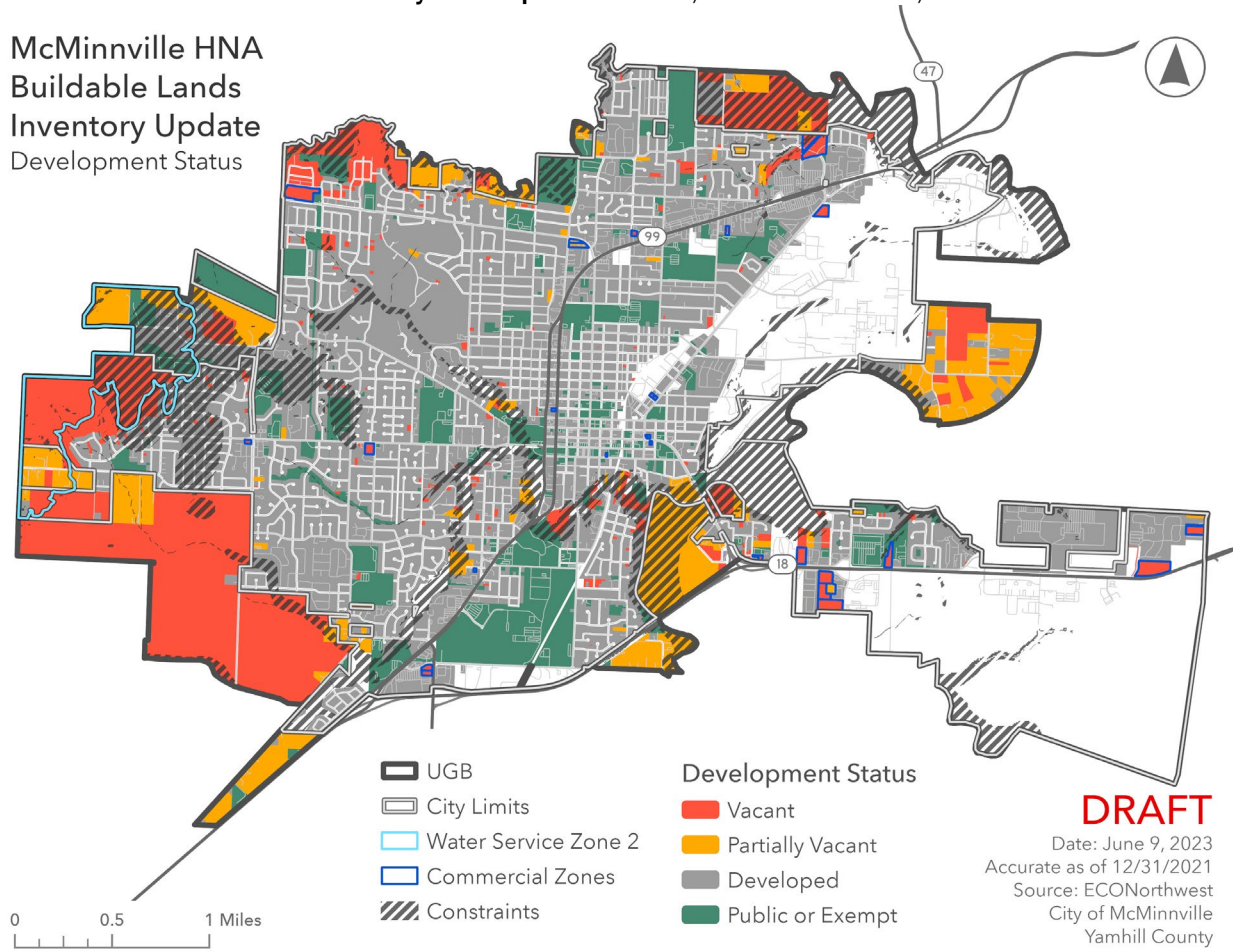
Zone/Plan Designation	Total acres			Committed acres			Constrained acres			Buildable acres		
	Zone 1	Zone 2	Total	Zone 1	Zone 2	Total	Zone 1	Zone 2	Total	Zone 1	Zone 2	Total
City Limits, by Zone												
Residential R-1	853	67	920	630	3	633	148	30	179	75	33	108
Residential R-2	1,232	78	1,310	992	-	992	172	33	206	68	45	113
Residential R-3	388	-	388	342	-	342	35	-	35	11	-	11
Residential R-4	710	-	710	564	-	564	112	-	112	34	-	34
Office/Residential O-R	34	-	34	24	-	24	8	-	8	3	-	3
Commercial C-3	636	-	636	572	-	572	17	-	17	47	-	47
UGB, by County Zone or Plan Des.												
EF-80 (County Zone)	47	-	47	15	-	15	31	-	31	2	-	2
VLDR-1 (County Zone)	3	-	3	2	-	2	-	-	-	2	-	2
Residential Plan Des.	318	-	318	29	-	29	214	-	214	75	-	75
Urban Holding Plan Des.	917	135	1,051	54	8	62	124	73	198	739	53	792
Total	5,138	279	5,418	3,224	11	3,234	861	137	999	1,053	131	1,185

Note: Per Ordinance No. 5098, the McMinnville Urban Growth Management Plan, Appendix G, 383 gross buildable acres in the Urban Holding Plan Designation are to serve public and institutional land needs, and 39.30 gross buildable acres of the Urban Holding Plan Designation is a set aside of neighborhood serving commercial land need.

Exhibit 9 shows residential land by development status with constraints overlaid.

Exhibit 9. Residential Land Base by Development Status, McMinnville UGB, 2023

McMinnville HNA
Buildable Lands
Inventory Update
Development Status



Vacant Buildable Land

Exhibit 10 shows buildable acres (i.e., acres in tax lots that have capacity after constraints are deducted) for vacant and partially vacant land by zone and plan designation. Of McMinnville’s 1,185 unconstrained buildable residential acres, about 67% are in tax lots classified as vacant and 33% are in tax lots classified as partially vacant.

Exhibit 10. Buildable (Gross) Acres in Vacant and Partially Vacant Tax Lots by Zone, McMinnville UGB, 2023

Source: City of McMinnville, Yamhill Co., ECONorthwest. Note: The numbers in the table may not add up to the total as a result of rounding.

Zone/Plan Designation	Total Buildable acres			Buildable acres on vacant lots			Buildable acres on partially vacant lots		
	Zone 1	Zone 2	Total	Zone 1	Zone 2	Total	Zone 1	Zone 2	Total
City Limits, by Zone									
Residential R-1	75	33	108	49	32	80	26	2	28
Residential R-2	68	45	113	57	45	102	11	-	11
Residential R-3	11	-	11	10	-	10	1	-	1
Residential R-4	34	-	34	33	-	33	1	-	1
Office/Residential O-R	3	-	3	3	-	3	-	-	-
Commercial C-3	47	-	47	44	-	44	2	-	2
UGB, by County Zone or Plan Des.									
EF-80 (County Zone)	2	-	2	2	-	2	-	-	-
VLDR-1 (County Zone)	2	-	2	-	-	-	2	-	2
Residential Plan Des.	75	-	75	8	-	8	67	-	67
Urban Holding Plan Des.	739	53	792	506	5	511	232	49	281
Total	1,053	131	1,185	712	81	792	342	51	392

Note: Per Ordinance No. 5098, the McMinnville Growth Management and Urbanization Plan, Appendix G, 383 gross buildable acres in the Urban Holding Plan Designation are to serve public and institutional land needs, and 39 gross buildable acres of the Urban Holding Plan Designation is a set aside of neighborhood serving commercial land need.

Exhibit 11 includes 383 acres of land in the Urban Holding plan designation that was brought into the UGB in 2020 for public and semi-public uses, such as parks and schools, and 39 acres for neighborhood serving commercial land uses. This accounts for about 422 acres of land in the Urban Holding plan designation.

Exhibit 11 excludes the land in the Urban Holding plan designation for public and semi-public uses, and 39 acres of land for neighborhood-serving commercial land uses. It shows that McMinnville has 763 gross acres within its UGB for residential uses.

Exhibit 11. Buildable (Gross) Acres in Vacant and Partially Vacant Tax Lots by Zone for Residential Uses, McMinnville UGB, 2023

Source: City of McMinnville, Yamhill Co., ECONorthwest. Note: The numbers in the table may not add up to the total as a result of rounding.

Zone/Plan Designation	Buildable Acres for Residential Uses
City Limits, by Zone	
Residential R-1	108
Residential R-2	113
Residential R-3	11
Residential R-4	34
Office/Residential O-R	3
Commercial C-3	47
UGB, by County Zone or Plan Des.	
EF-80 (County Zone)	2
VLDR-1 (County Zone)	2
Residential Plan Des.	75
Urban Holding Plan Des.	792
Land for housing	370
Land for public and semi-public uses	383
Land for neighborhood commercial uses	39
Total Land for Housing	763

The exhibits on the following pages map McMinnville’s buildable vacant and partially vacant residential land and resulting buildable lands after deducting constraints. Exhibit 12 shows vacant and partially vacant lots with constraints overlaid. Exhibit 13 shows buildable lots—those vacant and partially vacant parcels that have at least some development capacity after deducting constraints. Exhibit 14 shows the unconstrained buildable acres on those buildable parcels.

Exhibit 12. Vacant and Partially Vacant Residential Lots with Constraints Overlaid, McMinnville UGB, 2023

McMinnville HNA Buildable Lands Inventory Update

Unconstrained Vacant and Partially Vacant by Development Status with Constraints Overlaid

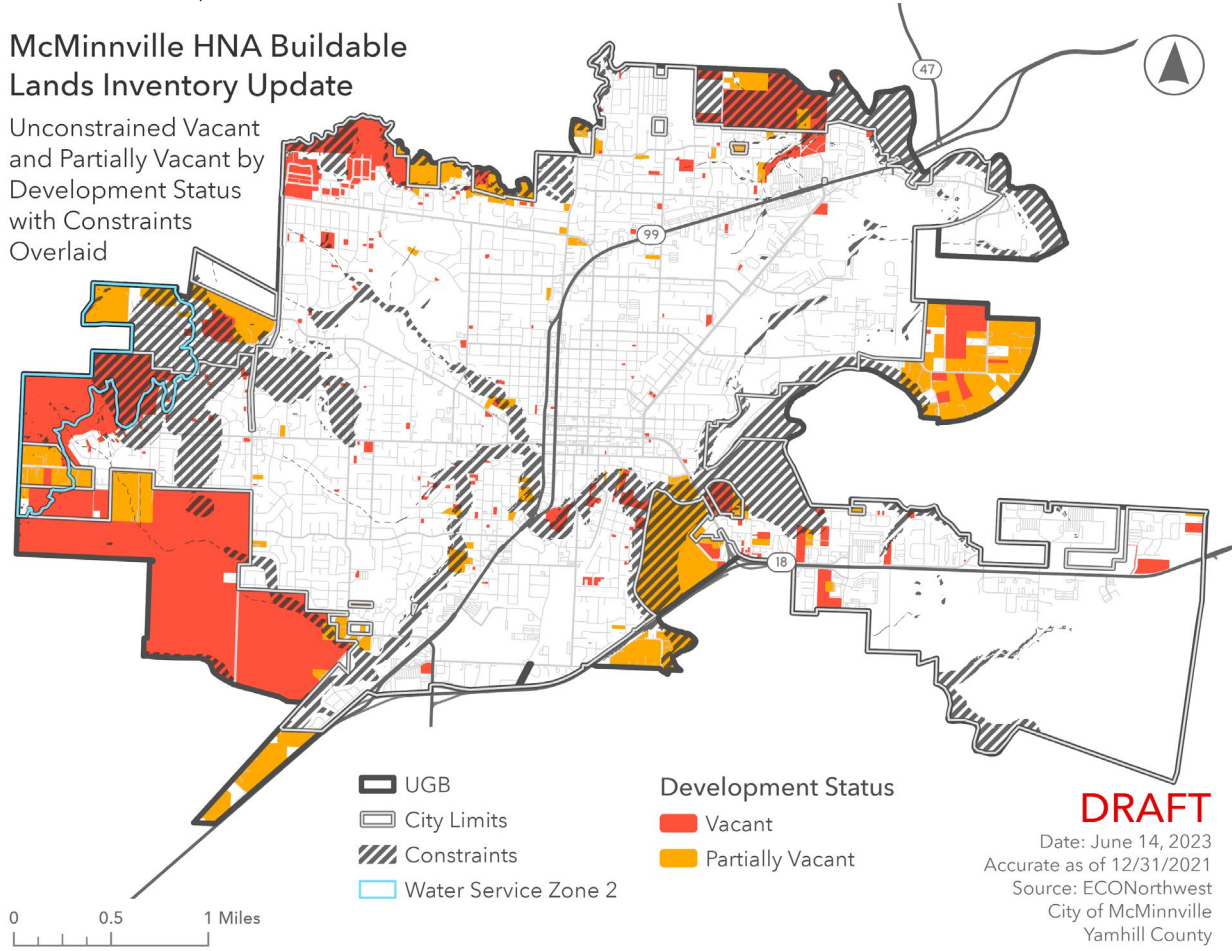
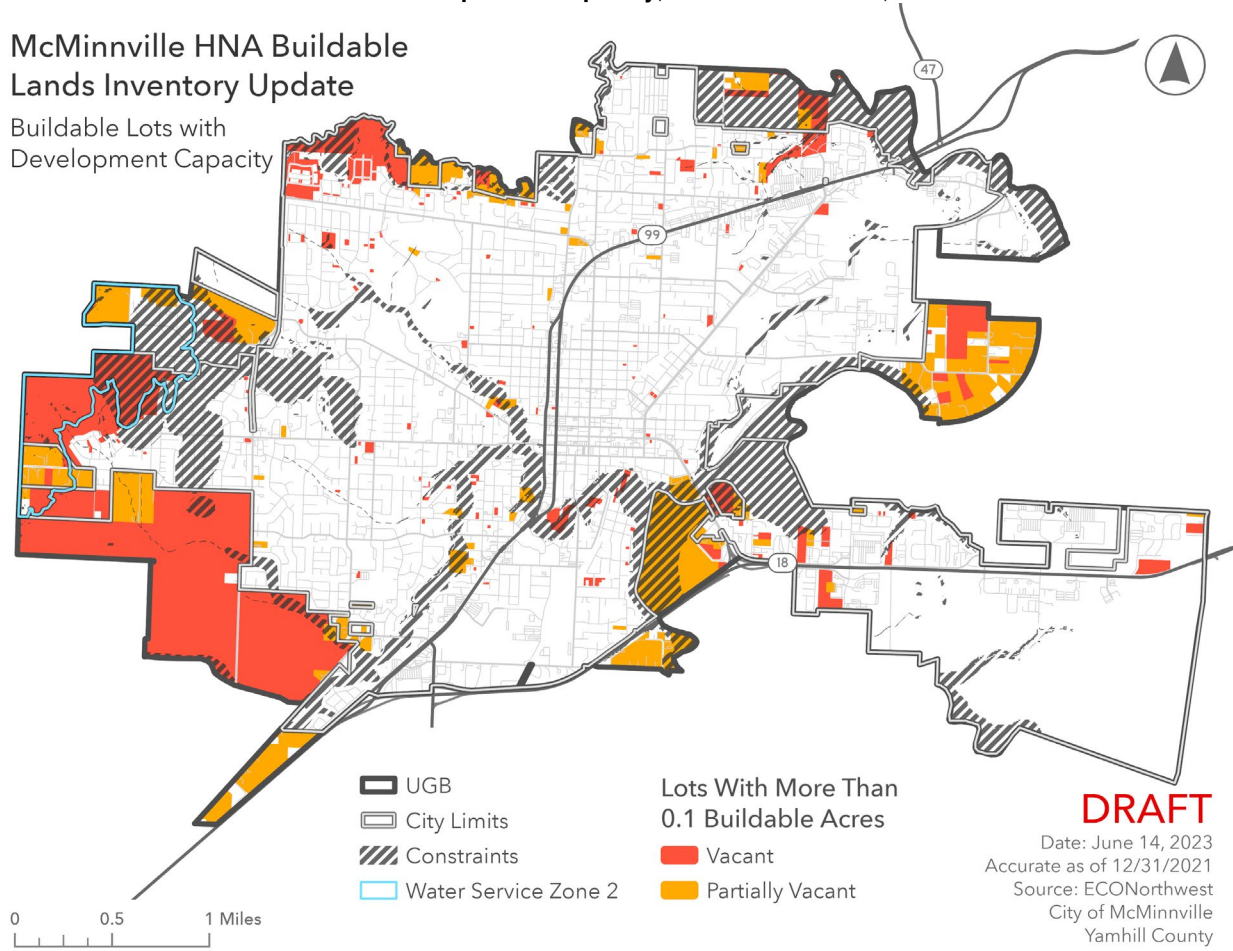


Exhibit 13. Buildable Lots with Development Capacity, McMinnville UGB, 2023

**McMinnville HNA Buildable
Lands Inventory Update**

Buildable Lots with
Development Capacity



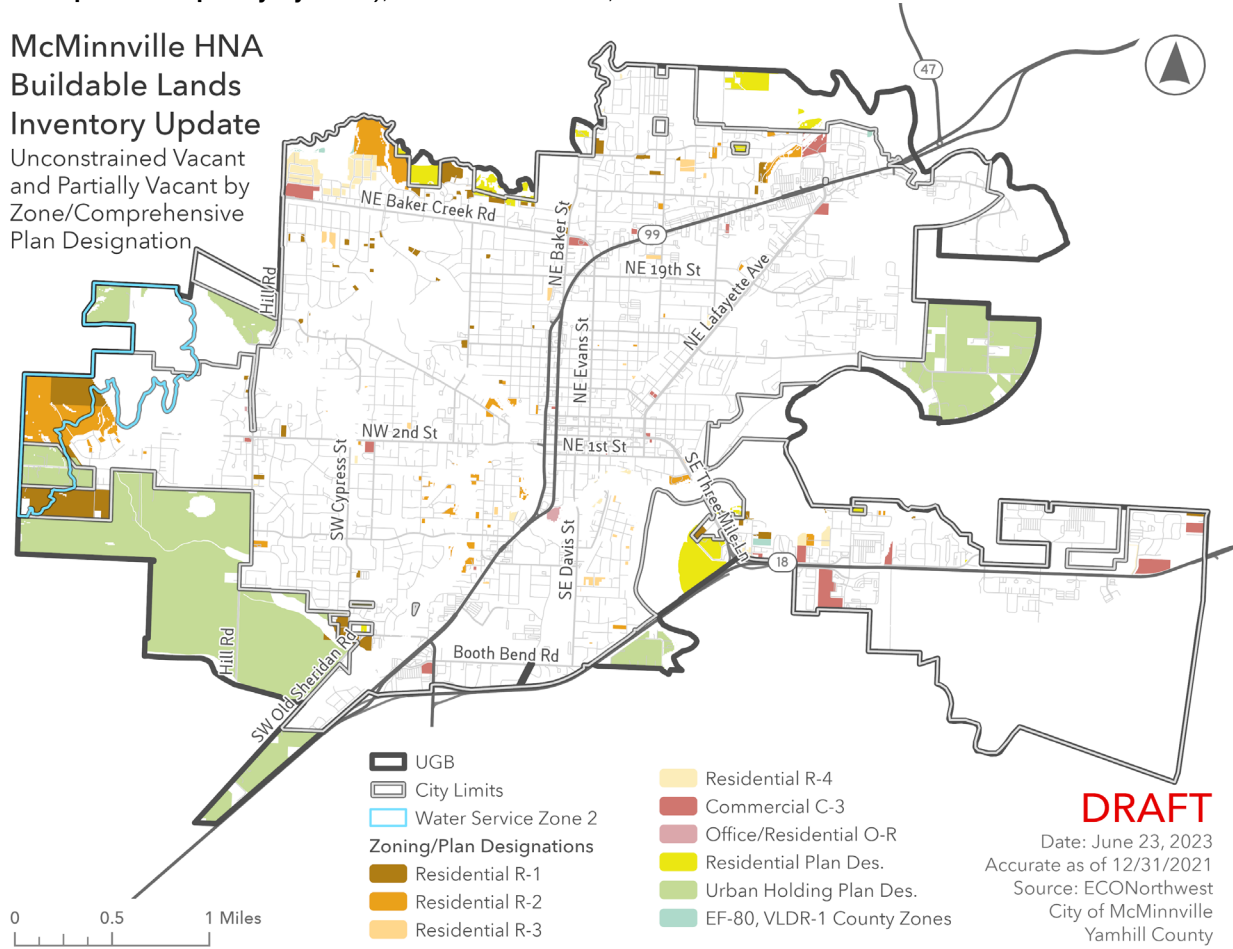
DRAFT

Date: June 14, 2023
 Accurate as of 12/31/2021
 Source: ECONorthwest
 City of McMinnville
 Yamhill County

Exhibit 14. Buildable Acres (Unconstrained Portions of Vacant and Partially Vacant Parcels with Development Capacity by zone), McMinnville UGB, 2023

**McMinnville HNA
Buildable Lands
Inventory Update**

Unconstrained Vacant and Partially Vacant by Zone/Comprehensive Plan Designation



Infill and Redevelopment Potential

ORS 197.296(4) states that buildable lands must include vacant and partially vacant lands, as well as lands that may be used for infill and redevelopment. In other words, can lands that are classified as developed (not classified as vacant or partially vacant) accommodate additional development? For example, a lot developed with a single-family home may be able to accommodate an accessory dwelling unit. Infill and redevelopment reduce the amount of new residential development that must be accommodated on vacant and partially vacant land. The standard is outlined in OAR 660-008-0005(7):

“Redevelopable Land” means land zoned for residential use on which development has already occurred but on which, due to present or expected market forces, there exists the strong likelihood that existing development will be converted to more intensive residential uses during the planning period.

The key phrase here is “there exists the strong likelihood that existing development will be converted to more intensive uses.” The rule provides no guidance on how to operationalize the definition; the remainder of this section describes how it is addressed for this study.

While every property that is classified as vacant or partially vacant and has capacity after deducting constraints is expected to accommodate new development, the calculation is different for infill and redevelopment. The City need only identify the extent of infill and redevelopment likely to occur on lands that are already classified as developed. In other words, while some developed lots may accommodate some additional infill and redevelopment, not every property that could experience infill or redevelopment will do so during the twenty-year planning period.

The City is not required to create a map or document that identifies specific lots or parcels that may be used for infill or redevelopment like it is for vacant and partially vacant properties classified as buildable lands (ORS 197.296(4)(c)).

The Project Advisory Committee considered options for assumptions about the amount of infill and redevelopment that could reasonably be expected to occur on other residential lands that are already considered to be developed. There was general interest in using safe harbors or safe harbor methods and simplified methods when provided in applicable statutes and administrative rules. This recognizes that the safe harbor protections may not be available to the City for some methods while acknowledging that the methods and assumptions are reasonable nonetheless and are based on an analysis that was used to develop those methods and assumptions.

As a reminder, even small parcels with existing development that have been classified as partially vacant are already assumed to have capacity and are not included under the definition of infill.

It is unrealistic to assume that every property classified as developed that could experience even a small amount of infill, redevelopment, or both would do so during the planning period.

For example, if every single-family dwelling could add an accessory dwelling, it would be unreasonable to assume every property owner would add one (e.g., the strong likelihood standard). Therefore, rather than analyze properties to identify which ones would be authorized for infill and redevelopment, the analysis focused on the share of new residential units that reasonably could be expected to be accommodated on lands that are already classified as developed. For redevelopment, an optional check could include an evaluation of the extent of larger sites that have capacity to accommodate increased development and have realistic improvement-to-land-value ratios.

Assumed infill and redevelopment would need to add new units, and the demolition and replacement of one dwelling with another one would not add new residential units.

OAR 660-038 provides a simplified UBG method, which provides formulas that can be used for certain assumptions related to a UGB expansion, including sections that address residential land needs in OAR 660-038-0030. The simplified method can only be used when planning for a UGB for a shorter time period (fourteen years), which the City of McMinnville has chosen not to pursue. However, the analysis that went into developing the formulas in the simplified method provide useful guidance.

- OAR 660-038-0030(6) allows a city to account for the projected redevelopment expected to occur in residentially zoned areas and for mixed-use residential development in commercially zoned areas. For cities with a current UGB population greater than 25,000, the specified range is between 5% and 25%.
 - Five percent of the 4,657 units projected from 2021 to 2041 is 233 units (12 units/year); 25% is 1,164 units (58 units/year). The City of McMinnville has not seen significant redevelopment of existing sites for new housing in the past twenty years.
- OAR 660-038-0030(7) allows a city to account for accessory dwelling units expected to occur. For cities with a current UGB population greater than 25,000, the specified range is between 1% and 3%.
 - One percent of the 4,657 units projected from 2021 to 2041 is 47 units (2 units/year); 3% is 140 units (7 units/year). While McMinnville does not track permits for ADUs differently than for other dwellings, it is estimated that the construction of new ADUs has averaged fewer than two per year.
- These two factors account for infill and redevelopment. There are no other provisions in the simplified method addressing infill other than in the later evaluation of land in areas studied for inclusion in the UGB. Taken together, the range for infill and redevelopment is 6% to 28%
- It is reasonable to assume that some parcels classified as developed (less than one-half acre with a residence) will also have some infill capacity through partitioning rather than ADUs, based on zoning and site development configuration. Therefore, we don't differentiate the type of infill development.

Recommendation on Infill

The Project Advisory Committee's recommended assumption for redevelopment is that 8% of new dwelling units during the planning period will be accommodated on lands classified as "developed" through infill, redevelopment, or both. (Eight percent of the 4,657 units projected from 2021 to 2041 is 373 units [19 units/year].)

The projected growth before 2021 has been removed from this analysis, as the buildable lands inventory was updated to December 2021. This update accounted for actual growth that occurred through 2021.

3. Historical and Recent Development Trends

Analysis of historical development trends in McMinnville provides insight into the functioning of the local housing market. Moreover, it is required by ORS 197.296(5)(a). The mix of housing types and densities, in particular, are key variables in forecasting the capacity of residential land to accommodate new housing and to forecast future land need. The specific steps are described in Task 2 of the DLCD *Planning for Residential Lands Workbook* as:

1. Determine the time period for which the data will be analyzed.
2. Identify types of housing to address (all needed housing types).
3. Evaluate permit/subdivision data to calculate the actual mix, average actual gross density, and average actual net density of all housing types.

ORS 197.296 requires the analysis of housing mix and density to include the past five years or since the most recent periodic review, whichever time period is greater.¹⁰ The City's last periodic review ended in 1999. As a result, this HNA examines changes in McMinnville's housing market from January 2000 to December 2017 for information about housing mix and density. For other information about McMinnville's housing market, we present information for 2000 through 2017 from the US Census and ACS, as that is the most recently available data. We selected this time period both because it complies with ORS 197.296 and because it provides information about McMinnville's housing market before and after the national housing market bubble's growth and deflation, in addition to the more recent increase in housing costs.

This chapter presents information about residential development by housing type. There are multiple ways that housing types can be grouped. For example, they can be grouped by:

1. Structure type (e.g., single-family detached, single-family attached, multifamily, etc.)
2. Tenure (e.g., distinguishing unit type by owner or renter units)
3. Housing affordability (e.g., subsidized housing or units affordable at given income levels)
4. Some combination of these categories

For the purposes of this study, we grouped housing types based on (1) whether the structure is a stand-alone or is attached to another structure, and (2) the number of dwelling units in each structure. The housing types used in this analysis are consistent with needed housing types as defined in ORS 197.303:

¹⁰ Specifically, ORS 197.296(5) (b) states: "A local government shall make the determination described in paragraph (a) of this subsection using a shorter time period than the time period described in paragraph (a) of this subsection if the local government finds that the shorter time period will provide more accurate and reliable data related to housing capacity and need. The shorter time period may not be less than three years."

- **Single-family detached** includes single-family detached units (including multiple single-family detached units on a single parcel), manufactured homes on lots and in mobile home parks, and accessory dwelling units.
- **Single-family attached** is all structures with a common wall where each dwelling unit occupies a separate lot, such as row houses or town houses.
- **Multifamily** is all attached structures (e.g., duplexes, triplexes, quadplexes, and structures with five or more units) other than single-family detached units, manufactured units, or single-family attached units.

In McMinnville, government-assisted housing (ORS 197.303[b]) and housing for farmworkers (ORS 197.303[e]) can be any of the housing types listed above. ORS 197.312 specifies that a city or county may not, by charter, prohibit government-assisted housing or impose additional approval standards on government-assisted housing that are not applied to similar but unassisted housing. It also contains provisions providing for equal zoning treatment of housing for a farmworker and the farmworker’s immediate family.

Data Used in This Analysis

Throughout this report, we use data from multiple sources, choosing data from well-recognized and reliable data sources. State statutes do not provide direction about which data sources to use. This report uses the best available sources for housing, population, and household data, which comes from two primary Census sources:

- The **Decennial Census**, which is completed every ten years and is a survey of all households in the United States. The Decennial Census is considered the best available data for information such as demographics (e.g., number of people, age distribution, or ethnic or racial composition), household characteristics (e.g., household size and composition), and housing occupancy characteristics. As of 2010, the Decennial Census does not collect more detailed household information, such as income, housing costs, housing characteristics, and other important household information. Decennial Census data is available for 2000 and 2010.
- The **American Community Survey (ACS)**, which is completed every year and is a sample of households in the United States. From 2012 through 2016 and 2013 through 2017, the ACS sampled an average of 3.5 million households per year, or about 2.6% and 2.9% of the households in the nation, respectively. The ACS collects detailed information about households, including demographics (e.g., number of people, age distribution, ethnic or racial composition, country of origin, language spoken at home, and educational attainment), household characteristics (e.g., household size and composition), housing characteristics (e.g., type of housing unit, year unit built, or number of bedrooms), housing costs (e.g., rent, mortgage, utility, and insurance), housing value, income, and other characteristics.

This report uses data from the 2012–2016 and 2013–2017 ACS for McMinnville.¹¹ In general, we use data from 2012–2016, unless the data informs a housing forecast assumption, in which case we use data from 2013–2017. This chapter, as well as the following chapters, also use data from the 2000 and 2010 Decennial Census. If, for example, the report presents a finding that addresses a period from 2000 to the “2013–2017 period,” then the report is describing a trend that took place from 2000 to 2017 (a 17-year analysis period).

It is worth commenting on the methods used for the American Community Survey.¹² The American Community Survey (ACS) is a national survey that uses continuous measurement methods. It uses a sample of about 3.5 million households to produce annually updated estimates for the same small areas (census tracts and block groups) formerly surveyed via the Decennial Census long-form sample. It is also important to keep in mind that all ACS data are estimates that are subject to sample variability. This variability is referred to as “sampling error” and is expressed as a band, or “margin of error” (MOE), around the estimate.

This report uses Census and ACS data because, despite the inherent methodological limits, they represent the most thorough and accurate data available to assess housing needs. We consider these limitations in making interpretations of the data and have strived not to draw conclusions beyond the quality of the data.

Trends in Housing Mix

This section provides an overview of changes in the mix of housing types, comparing McMinnville to Yamhill County and Oregon. We compare McMinnville to these larger regions to understand how McMinnville fits into the regional housing market. These trends demonstrate the types of housing developed in McMinnville historically.

This section shows the following trends in housing mix in McMinnville:

- **McMinnville’s housing stock is majority single-family detached housing units.** According to 2013–2017 ACS data, 68% of McMinnville’s housing stock was single-family detached, 23% was multifamily, and 9% was single-family attached (e.g., town houses).

Based on ACS data, McMinnville has a proportionally smaller share of single-family housing compared to Yamhill County (79%) and the State (72%). This is typical, as urban areas (i.e., McMinnville) will often have a larger share of multifamily housing than more rural areas of the same jurisdiction (i.e., Yamhill County).

¹¹ ACS data is presented in five-year ranges because “they represent the characteristics of the population and housing over a specific data collection period.” https://www.census.gov/content/dam/Census/programs-surveys/acs/about/ACS_Information_Guide.pdf

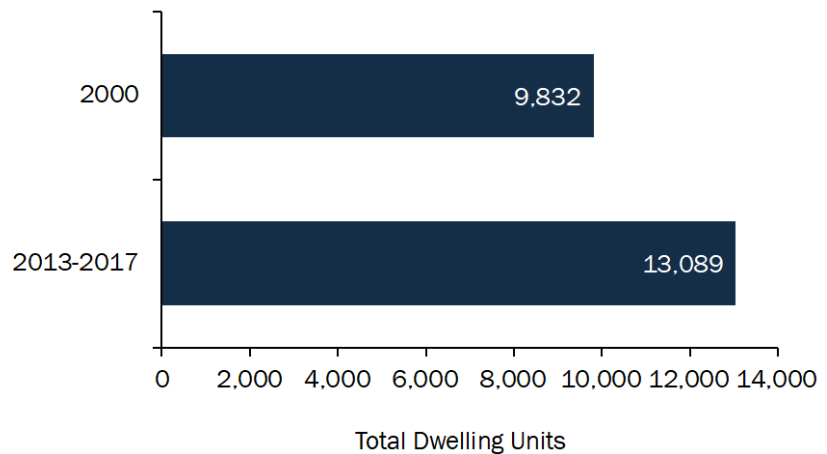
¹² A thorough description of the ACS can be found in the Census Bureau’s publication “What Local Governments Need to Know.” <https://www.census.gov/library/publications/2009/acs/state-and-local.html>

- **McMinnville’s housing mix is not unlike most comparison cities.** Single-family detached housing is the dominant housing type in McMinnville and other comparison cities (Albany, Ashland, Grants Pass, Hood River, Newberg, Redmond, and Sherwood). McMinnville does, however, have a slightly higher share of single-family attached housing than many of these communities, (particularly Albany, Grants Pass, Hood River, and Redmond). McMinnville has a larger share of manufactured housing (about 12%, classified as single-family detached), compared to other comparison cities.
- **McMinnville’s total housing stock grew by about 33% between 2000 and the 2013–2017 period.** McMinnville added 3,257 new dwelling units during this 17-year period.
- **According to McMinnville’s permit database, single-family detached housing accounted for the majority of new housing growth between 2000 and 2017.** Sixty-two percent of new housing permitted between 2000 and 2017 was single-family detached housing.

Housing Mix

The total number of dwelling units in McMinnville increased by 3,257 units from 2000 to 2017 (33% change).

Exhibit 15. Total Dwelling Units, McMinnville, 2000 and 2013–2017
Source: US Census Bureau, 2000 Decennial Census, SF3 Table and 2013–2017 ACS Table B25024.

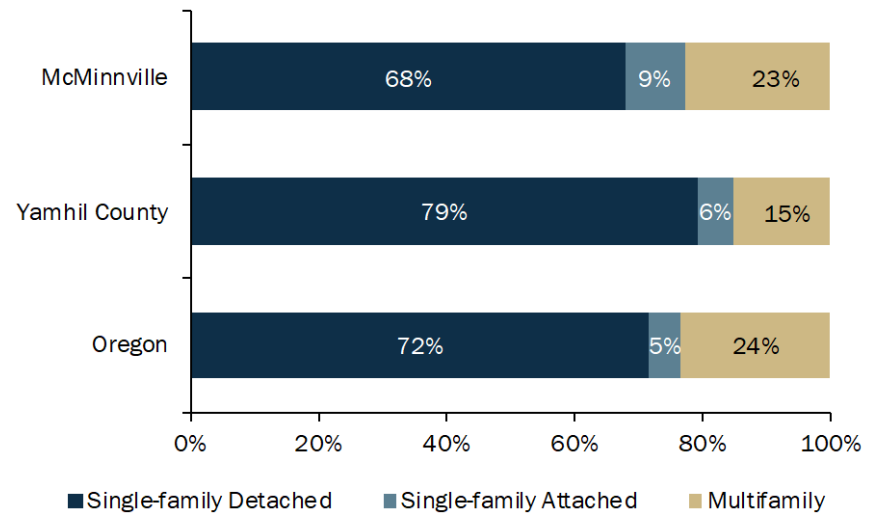


About two-thirds of McMinnville's total housing stock is single-family detached.

Typical of urban areas, McMinnville has a larger share of multifamily housing than Yamhill County, which is comprised of both urban (including McMinnville) and rural areas.

Exhibit 16. Housing Mix, 2013–2017

Source: US Census Bureau, 2013–2017 ACS Table B25024.

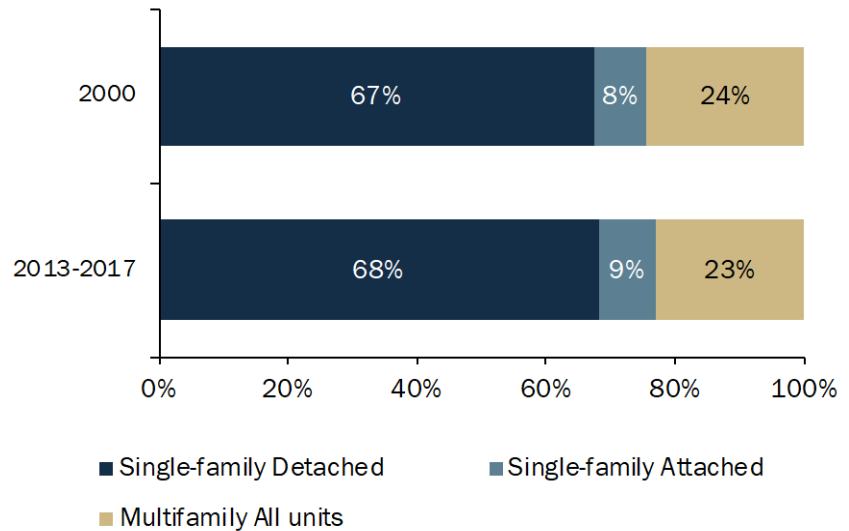


The mix of housing in McMinnville stayed relatively static from 2000 to 2017.

McMinnville had 13,089 dwelling units in 2017. About 8,902 were single-family detached, 1,180 were single-family attached, and 3,007 were multifamily.

Exhibit 17. Change in Housing Mix, McMinnville, 2000 and 2013–2017

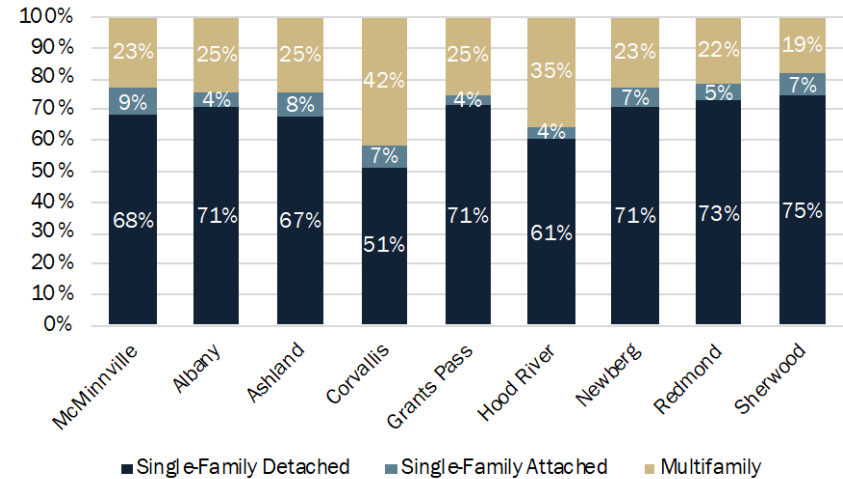
Source: US Census Bureau, 2000 Decennial Census, SF3 Table H030, and 2013–2017 ACS Table B25024.



McMinnville has a larger share of single-family attached housing than other comparison cities.

Exhibit 18. Housing Mix, McMinnville and Comparison Cities, 2013–2017

Source: US Census Bureau, 2013–2017 ACS, Table B25024. Note: Comparison cities selected by the City of McMinnville.

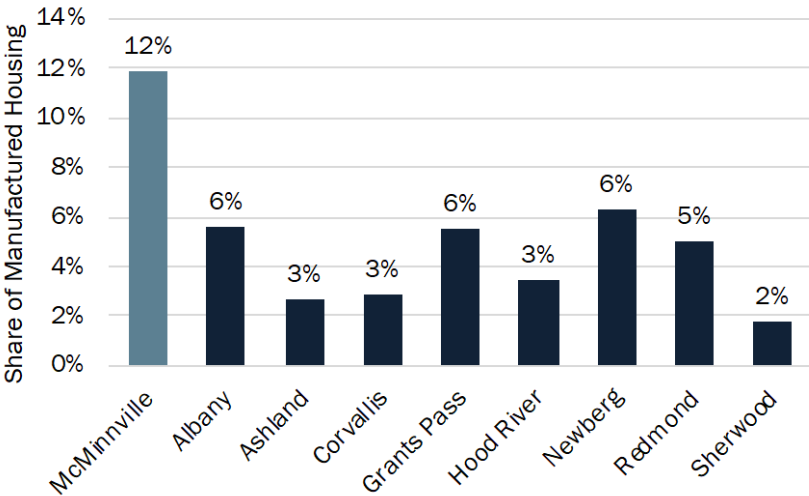


About 12% of McMinnville’s housing stock is manufactured housing.

McMinnville has a larger share of manufactured housing stock than all other comparisons cities.

Exhibit 19. Manufactured Housing, Share of Total Housing Stock, McMinnville and Comparison Cities, 2013–2017

Source: US Census Bureau, 2013–2017 ACS, Table B25024. Note: Manufactured housing is a form of single-family detached housing.



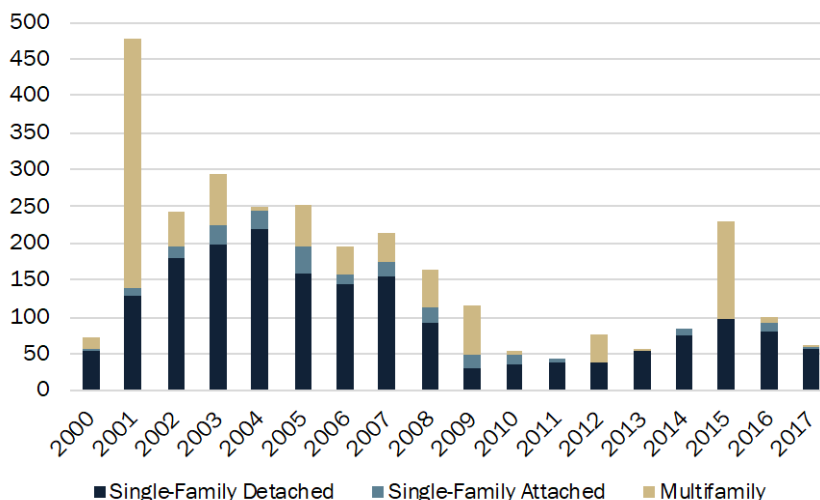
Building Permits

Over the 2000 to 2017 period, McMinnville issued permits for 3,038 dwelling units, with an average of 179 permits issued annually.

Since 2000, McMinnville issued 69% of permits for single-family dwelling units (62% single-family detached and 8% single-family attached). McMinnville issued 31% of permits for multifamily dwelling units.

Exhibit 20. Building Permits Issued for New Residential Construction by Type of Unit, McMinnville, 2000 through 2017

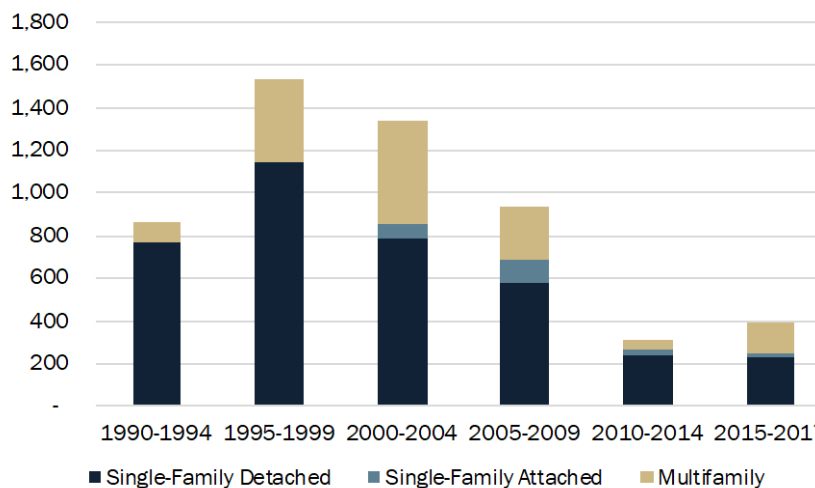
Source: City of McMinnville. Note: This chart shows a ~200 unit discrepancy from ACS data presented in Exhibit 15. That said, there is a margin of error associated with ACS data.



McMinnville permitted substantially fewer units in the current decade (2010–17) than previous decades.

Exhibit 21. Share of Building Permits Issued for New Residential Construction by Type of Unit, McMinnville, 1990–1994, 1995–1999, 2000–2004, 2005–2009, 2010–2014, and 2015–2017

Source: City of McMinnville. Note: DU is dwelling unit.



Housing Density

Housing density is the density of housing by structure type, expressed in dwelling units per net or gross acre.¹³ The US Census does not track residential development density, thus this study analyzes housing density based on McMinnville’s permit database for development between 2000 and July 2018.

Through analysis of McMinnville’s building permit data, between 2000 and July of 2018, 3,038 new dwelling units were developed in McMinnville. Of the 3,038 new units:

- 1,877 units were single-family detached (62%),
- 228 units were single-family attached (8%), and
- 933 units were multifamily (31%).

Exhibit 22 shows average net residential development by structure type for the historical analysis period (2000 to July of 2018). In this time, housing in McMinnville developed at an average density of 6.6 dwelling units per net acre. Single-family detached housing developed at an average of 4.8 units per net acre. Single-family attached housing developed at an average of 12.3 units per net acre. Multifamily housing developed at an average of 18.2 units per net acre (of which duplexes developed at an average of 7.0 units per net acre and all other multifamily units developed at 19.7 units per net acre).

Exhibit 22. Net Density by Unit Type and Zone, McMinnville, 2000 through July 2018

Source: City of McMinnville Building Permit Database.

Plan Designation and Zone	Single-Family Detached			Single-Family Attached			Multi-Family			TOTAL		
	Units	Acres	Net Density	Units	Acres	Net Density	Units	Acres	Net Density	Units	Acres	Net Density
Commercial Sub-Total	-	-	-	-	-	-	309	9.9	31.2	309	9.9	31.2
C-3	-	-	-	-	-	-	309	9.9	31.2	309	9.9	31.2
Residential Sub-Total	1,877	393.8	4.8	228	18.5	12.3	624	41.3	16.5	2,729	453.5	6.0
O-R	-	-	-	-	-	-	57	7.5	7.6	57	7.5	7.6
R-1	393	98.9	4.0	27	2.9	9.5	2	0.2	-	422	102.0	4.1
R-2	880	184.8	4.8	102	8.3	12.3	213	14.5	18.6	1,195	207.6	5.8
R-3	100	17.0	5.9	44	4.2	10.6	6	0.9	-	150	22.0	6.8
R-4	504	93.1	5.4	55	3.1	17.6	346	18.2	19.1	905	114.4	7.9
Total	1,877	393.8	4.8	228	18.5	12.3	933	51.2	18.2	3,038	463.4	6.6

¹³ OAR 660-024-0010(6) defines net buildable acre as land that “consists of 43,560 square feet of residentially designated buildable land after excluding future rights-of-way for streets and roads.” While the administrative rule does not include a definition of a gross buildable acre, using the definition above, a gross buildable acre will include areas used for rights-of-way for streets and roads. Areas used for rights-of-way are considered unbuildable.

Trends in Tenure

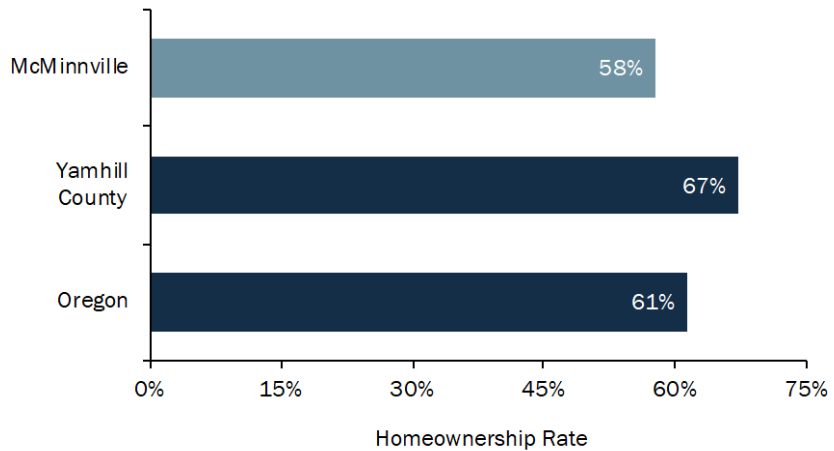
Housing tenure describes whether a dwelling is owner- or renter-occupied. The data shows:

- **About 58% of McMinnville households were homeowners in 2012–2016.** In comparison, 67% of Yamhill County households and 61% of Oregon households were homeowners.
- **Homeownership in McMinnville stayed relatively stable between 2000 and 2012–2016.** In 2000, 60% of McMinnville households were homeowners. In 2010 and 2012–2016, 58% of households were homeowners.
- **Nearly all McMinnville homeowners (95%) lived in single-family detached housing, while many renters (58%) lived in multifamily housing.** (2012–16 ACS data)

McMinnville's homeownership rate is lower than that of the County and State.

Exhibit 23. Homeownership for Occupied Units, McMinnville, Yamhill County, and Oregon 2012–2016

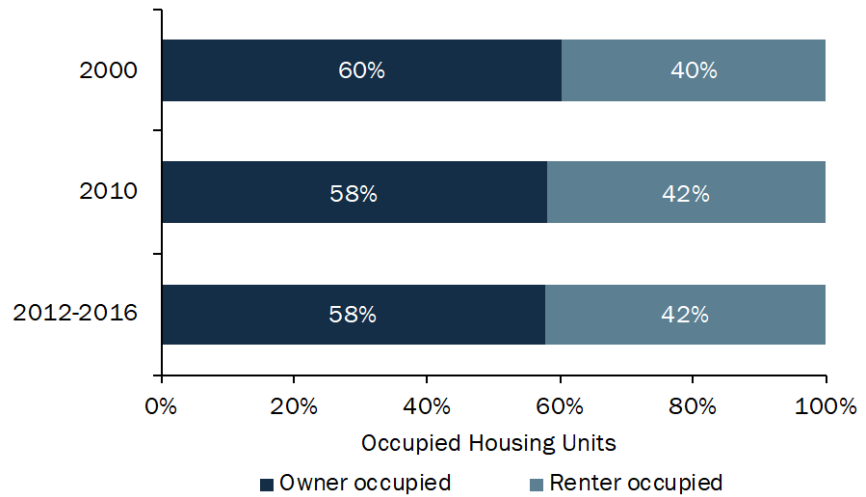
Source: US Census Bureau, 2012–2016 ACS Table B24003.



McMinnville's homeownership rate has remained steady since 2000 at about 60%.

Exhibit 24. Tenure, Occupied Units, McMinnville 2012–2016

Source: US Census Bureau, 2000 Decennial Census SF1 Table H004, 2010 Decennial Census SF1 Table H4, 2012–16 ACS Table B24003.

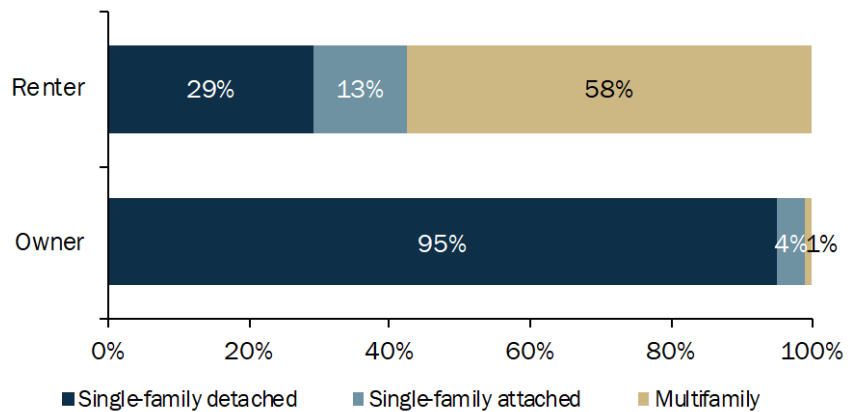


Nearly all homeowners and about a third of all renters lived in single-family detached housing.

Fifty-eight percent of McMinnville's households that rented lived in multifamily housing.

Exhibit 25. Housing Units by Type and Tenure, McMinnville, 2012–2016

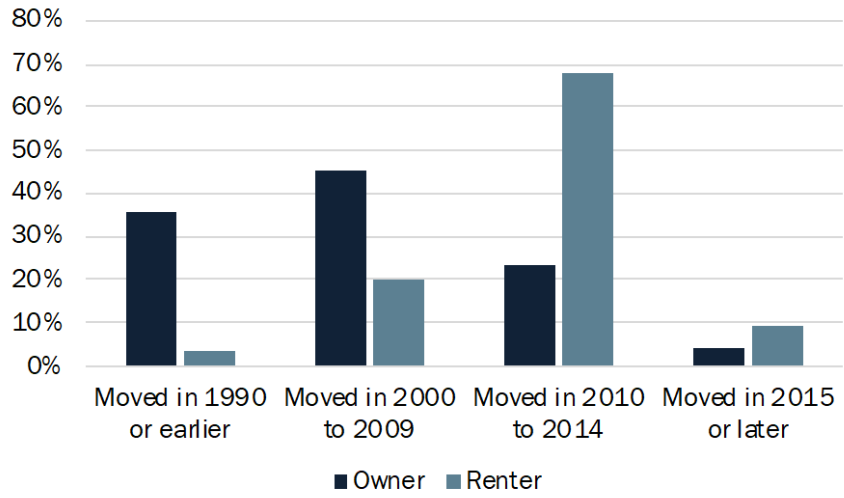
Source: US Census Bureau, 2012–2016 ACS Table B25032.



Twenty-eight percent of homeowners moved in 2010 or after, compared to 77% of renters that moved in 2010 or after.

Exhibit 26. Tenure by Year Householder Moved, McMinnville, 2012–2016

Source: US Census Bureau, 2012–2016 ACS Table B25026.



Vacancy Rates

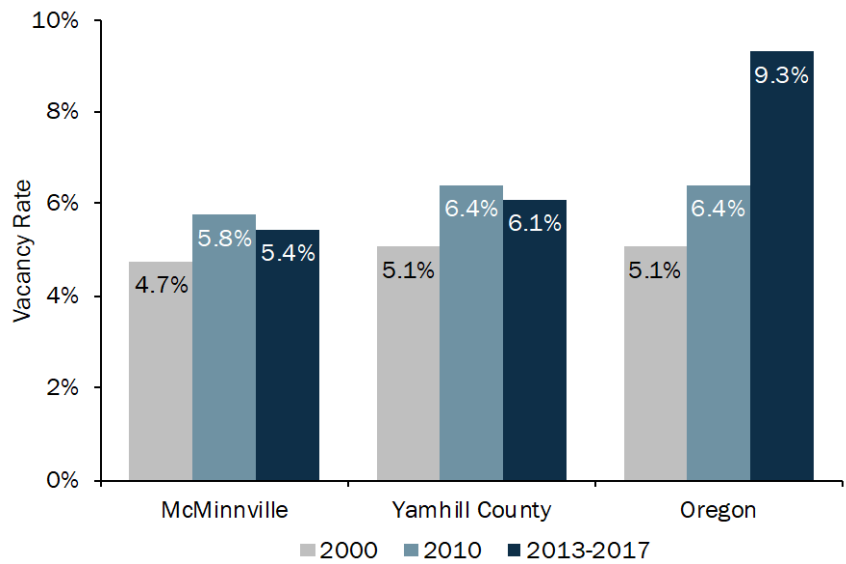
Housing vacancy is a measure of housing that is available to prospective renters and buyers. It is also a measure of unutilized housing stock. The Census defines vacancy as "unoccupied housing units . . . determined by the terms under which the unit may be occupied, e.g., for rent, for sale, or for seasonal use only." The 2010 Census identified vacancy through an enumeration, separate from (but related to) the survey of households. The Census determines vacancy status and other characteristics of vacant units by enumerators obtaining information from property owners and managers, neighbors, rental agents, and others.

The vacancy rate in McMinnville was 5.4% in 2013–2017, up from 4.7% in 2000.

As of 2017, McMinnville's vacancy rate was below that of Yamhill County (6.1%) and Oregon (9.3%).

Exhibit 27. Percent of Housing Units that are Vacant, McMinnville, Yamhill County, and Oregon, 2000, 2010, 2013–2017

Source: Census Bureau, 2000 Decennial Census SF1 Table QT-H1, 2010 Decennial Census SF1 Table QT-H1, 2013-2017 ACS Table B25002.



Short-Term Rentals and Seasonal Housing

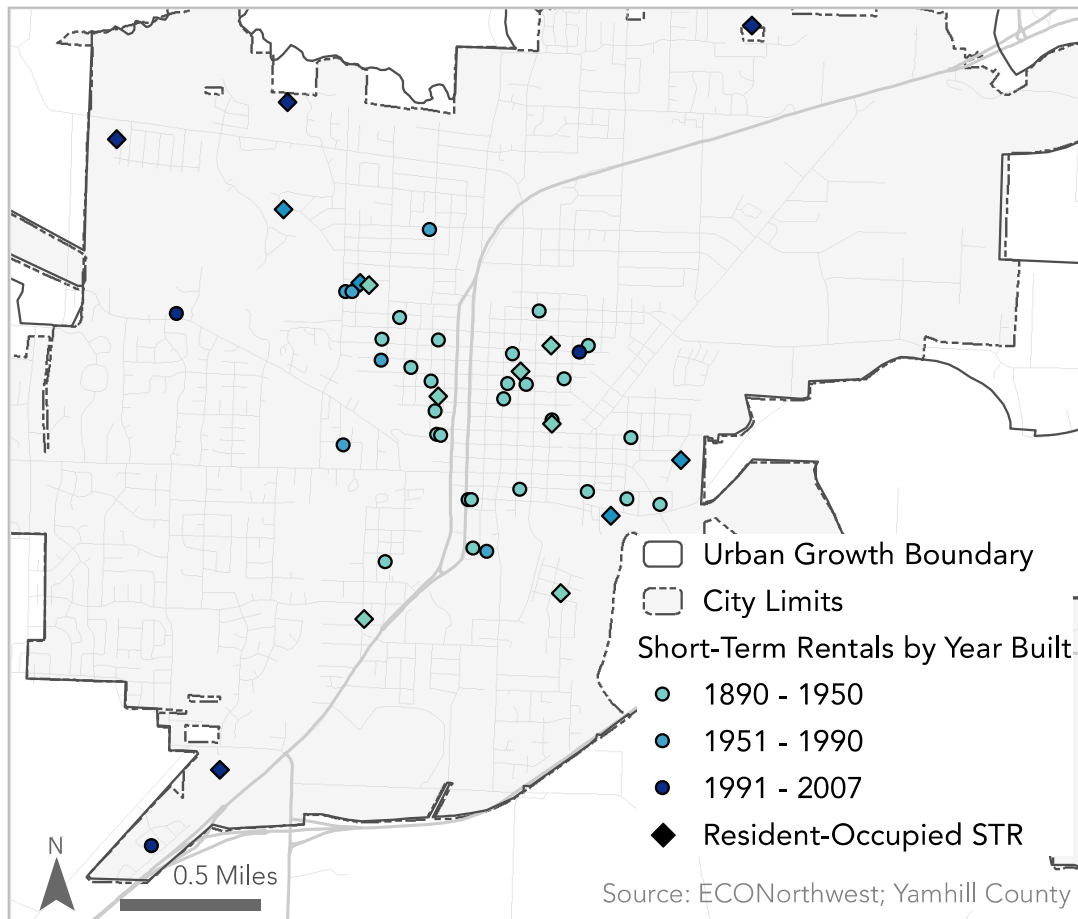
McMinnville defines a short-term rental as “the use of an entire dwelling unit by any person or group of persons entitled to occupy for rent for a period of no more than 30 (thirty) consecutive days. Short term rentals include vacation home rentals approved under the regulations in effect through May 10, 2018 (Ord. 5047 §2, 2018).

McMinnville defines a resident-occupied short-term rental as “the use of no more than two guest sleeping rooms by any person or group of persons entitled to occupy for rent for a period of no more than 30 (thirty) consecutive days. The dwelling unit is occupied by a full-time resident at the time that the guest sleeping rooms within the dwelling unit are available for overnight rental. Resident occupied short-term rentals include bed-and-breakfast establishments approved under the regulations in effect through May 10, 2018 (Ord. 5047 §2, 2018).

McMinnville has about 53 short-term rentals, of which 15 rentals are occupied by a resident. Of these rentals, 60% are located in units built in 1950 or earlier, 19% in units built between 1951 and 1990, 13% in units built in 1991 or later, and 8% are unknown.

Exhibit 28. Short-Term Rentals, McMinnville, 2018 Point-in-Time

Source: City of McMinnville short-term rental database. Note: Short-term rentals include resident-occupied short-term rentals and nonresident-occupied short-term rentals.

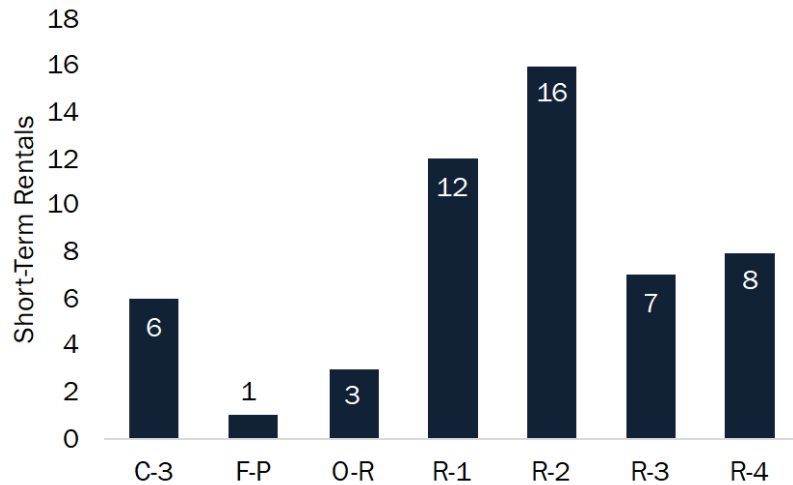


About 87% of McMinnville’s short-term rentals are located in a residential zone (O-R, R-1, R-2, R-3, and R-4).

Another 11% of short-term rentals are located in a commercial zone (C-3), and the remaining 2% of short-term rentals are located in a floodplain (F-P).

Exhibit 29. Short-Term Rental by Zone Classification, McMinnville, 2018 Point-in-Time

Source: City of McMinnville short-term rental database. Note: Short-term rentals include resident-occupied short-term rentals and nonresident-occupied short-term rentals.

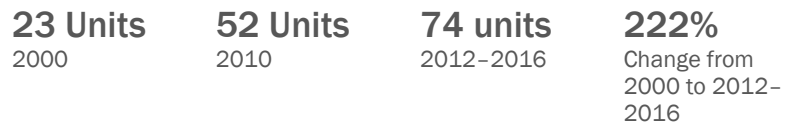


McMinnville has more vacant units categorized as “seasonal, recreational, or occasional use” than it did in 2000.

However, a smaller share of McMinnville’s vacant units is for seasonal, recreational, or occasional use (9% in 2000, 7% in 2010, and 5% in 2016).

Exhibit 30. Vacancy of Seasonal, Recreational, or Occasional-Use Housing, McMinnville, 2000 to 2012–2016

Source: US Census Bureau, 2000 Decennial Census SF1 Table H005, 2010 Decennial Census SF1 Table H5, 2012–16 ACS Table B25004. Note: This data is not directly associated with the City of McMinnville’s short-term rental data.



Government-Assisted Housing Projects

Governmental agencies and nonprofit organizations offer a range of housing assistance to low- and moderate-income households in renting or purchasing a home. There are sixteen government-assisted housing developments in McMinnville:

McMinnville has a total of 16 government-assisted housing developments, totaling 558 units.

Exhibit 31. Inventory of Government-Assisted Housing Projects, McMinnville, 2018

Source: Oregon Department of Housing and Community Services, Affordable Housing Inventory, 2018. Note: The Project Advisory Committee vetted OHCS's inventory and modified the listings to accurately reflect government-assisted housing in McMinnville.

Development Name	Total Units	Population Served
Bridges	6	Low-income residents
Fresa Park B	6	Agricultural workers
Hendricks Place	8	Special Needs
Heritage Place	60	Seniors
Homeport	12	Special Needs
Jandina Park	36	Family
Orchards Plaza	60	(5) Family and (55) Seniors
Redwood Commons	64	Family
Sunflower Park	33	(27) Family (6) Transitional
Sunnyside Apts	15	Special Needs
Tice Park	88	Family
Villa Del Sol	24	(12) Family and (12) Agricultural workers
Villa West	48	Family
Village Quarter	50	Senior
Willamette Place I	24	Seniors or Special Needs of Any Age
Willamette Place II	24	Seniors or Special Needs of Any Age
Total	558	

In addition, the Housing Authority of Yamhill County (HAYC) administers 1,423 Housing Choice Vouchers (countywide). A small share of these vouchers serves specific populations, such as homeless veterans and their families with VASH vouchers and nonelderly persons with disabilities with Mainstream Vouchers. Due to the shortage of affordable rental housing in Yamhill County, HAYC has a 58% utilization rate for persons-issued vouchers (as of December 2018).¹⁴

¹⁴ When households qualify to receive a Housing Choice Voucher, they must first find housing that meets their income and housing cost requirements. Many households in McMinnville are unable to find rental housing that meets those requirements and must forego their Housing Choice Voucher, despite being eligible. Forty-two percent of Housing Choice Vouchers are currently unused for this reason.

Manufactured Homes

Cities are required to plan for manufactured homes—both on individual lots and in parks (ORS 197.475-492). Manufactured homes typically provide a source of affordable housing in cities. They provide a form of homeownership and rental units that can be made available to households making less than the median income in cities.

Generally, manufactured homes in parks are owned by the occupants who pay rent for the space on which the unit is located. Living in a manufactured housing park is desirable to some because it can provide a sense of security (with an on-site manager), community, and amenities (such as laundry and recreation facilities). Monthly housing costs are typically lower for a homeowner in a manufactured home park for several reasons. For instance, manufactured homes have lower base prices, as they cost less to produce. Due to the durability of a manufactured home, the value of a manufactured home generally does not appreciate in the way a conventional home would. Manufactured homeowners in parks are also subject to the mercy of the property owner in terms of rent rates and increases. It is generally not within the means of a manufactured homeowner to relocate to another manufactured home to escape rent increases.

ORS 197.480(4) requires cities to inventory the mobile home or manufactured dwelling parks sited in areas planned and zoned or generally used for commercial, industrial or high-density residential development. Exhibit 32 presents the Oregon Department of Housing and Community Services (OHCS) inventory of mobile and manufactured home parks within McMinnville as of 2018.

McMinnville has 12 manufactured home parks within the UGB, with a total of 1,014 spaces.

Exhibit 32. Inventory of Mobile/Manufactured Home Parks, McMinnville UGB, 2018

Source: Oregon Manufactured Dwelling Park Directory (tabular) and Interactive Map and Statewide Park Directory. Note 1: The tabular directory only identified four parks (Flamingo Mobile Homes, Squires Estates, Squires Mobile West Estates, and Walnut City Lodges). Note 2: This inventory excludes “mobile home subdivisions” where all lots are occupied by manufactured homes, but each manufactured home is on a separate lot.

Name	Location	Type	Total Spaces	Vacant Spaces	Zone or Plan Designation
Flamingo Mobile Home Park	1338 E Quincy	55+	24	0	R-4
Squires Estates	1557 N Pacific Hwy	Family	103	0	R-3
Squires Mobile West Estates	1011 N 9th St	Family	102	2	R-3
Walnut City Lodges	745 SW Baker St	Family	32	2	O-R
Kathleen Manor Manufactured Home Community	1200 Hill Rd	Family	224	n/a	R-3
Heidi Manor Manufactured Home Community	1145 SW Cypress St	Family	116	n/a	R-3
Southwest Terrace LLC	1501 SW Baker St	55+	76	n/a	C-3
Victor Manor/Horizon Homeowners Cooperative	900 SE Booth Bend Rd	Family	32	n/a	C-3
McMinnville Manor	1602 NE Riverside Dr	55+	95	n/a	R-4
Riverside Mobile Terrace	2170 NE Riverside Dr	Family	82	n/a	R-4
Evergreen Mobile Home Park	2400 SE Stratus Ave	Family	20	n/a	R-4
Olde Stone Village	4155 NE Three Mile Ln	Family	108	n/a	R-4
Total			1,014	4	

4. Demographic and Other Factors Affecting Residential Development in McMinnville

Demographic trends are important for developing a thorough understanding of the dynamics of the McMinnville housing market and projecting McMinnville's future housing needs. McMinnville exists in a regional economy, where trends in the region impact the local housing market. This chapter documents demographic, socioeconomic, and other trends relevant to McMinnville at the national, state, and regional levels.

Demographic trends provide a context for growth in a region; factors such as age, income, migration, and other trends show how communities have grown and how they will shape future growth. To provide context, we compare McMinnville to Yamhill County and, where appropriate, to nearby cities with comparable populations and community attributes (Monmouth, Independence, Dallas, and Newberg). Characteristics such as age and ethnicity are indicators of how the population has grown in the past and provide insight into factors that may affect future growth.

A recommended approach to conducting a housing needs analysis is described in *Planning for Residential Growth: A Workbook for Oregon's Urban Areas*, the Department of Land Conservation and Development's guidebook on local housing needs studies. As described in the workbook, the specific steps in the housing needs analysis are:

1. Project the number of new housing units needed in the next twenty years.
2. Identify relevant national, state, and local demographic and economic trends and factors that may affect the twenty-year projection of structure type mix.
3. Describe the demographic characteristics of the population and, if possible, the housing trends that relate to demand for different types of housing.
4. Determine the types of housing that are likely to be affordable to the projected households based on household income.
5. Determine the needed housing mix and density ranges for each plan designation and the average needed net density for all structure types.
6. Estimate the number of additional needed units by structure type.

This chapter presents data to address steps 2, 3, and 4. Chapter 5 presents data to address steps 1, 5, and 6.

Demographic and Socioeconomic Factors Affecting Housing Choice¹⁵

Analysts typically describe housing demand as the preferences for different types of housing (i.e., single-family detached, single-family attached, or multifamily), and the ability to pay for that housing (the ability to exercise those preferences in a housing market by purchasing or renting housing; in other words, income or wealth).

Many demographic and socioeconomic variables affect housing choice. However, the literature about housing markets finds that age of the householder, size of the household, and income are most strongly correlated with housing choice.

- **Age of householder** is the age of the person identified (in the Census) as the head of household. Households make different housing choices at different stages of life. This chapter discusses generational trends, such as housing preferences of seniors (particularly Baby Boomers or people born from about 1946 to 1964), and Millennials, people born from about 1980 to 2000.
- **Size of household** is the number of people living in the household. Younger and older people are more likely to live in single-person households. People in their middle years are more likely to live in multi-person households (often with children).
- **Income** is household income. Research suggests that income is the most important determinant of housing choice. Income is strongly related to the type of housing a household chooses (e.g., a single-family detached, a duplex, or a building with more than five units) and to household tenure (e.g., rent or own).

This chapter focuses on these key demographic factors, presenting data that suggests how changes to these factors may affect housing need in McMinnville over the next twenty years.

¹⁵ The research in this chapter is based on numerous articles and sources of information about housing, including:

D. Myers and S. Ryu, "Aging Baby Boomers and the Generational Housing Bubble," *Journal of the American Planning Association*, Winter 2008.

Davis, Hibbits & Midghal Research, "Metro Residential Preference Survey," May 2014.

L. Lachman and D. Brett, *Generation Y: America's New Housing Wave*, Urban Land Institute, 2010.

G. Galster, "People Versus Place, People and Place, or More? New Directions for Housing Policy," *Housing Policy Debate*, 2017.

C. Herbert and H. Molinsky, "Meeting the Housing Needs of an Aging Population," 2015.

J. McIlwain, *Housing in America: The New Decade*, Urban Land Institute, 2010.

J. Schuetz, "Who Is the New Face of American Homeownership?," Brookings, 2017.

American Planning Association, "Investing in Place; Two Generations' View on the Future of Communities," 2014.

Transportation for America, "Access to Public Transportation a Top Criterion for Millennials When Deciding Where to Live, New Survey Shows," 2014.

National Trends¹⁶

This brief summary on national housing trends builds on previous work by ECONorthwest, Urban Land Institute (ULI) reports, and conclusions from the *State of the Nation's Housing, 2018* report from the Joint Center for Housing Studies of Harvard University. The Harvard report summarizes the national housing outlook as follows:

“By many metrics, the housing market is on sound footing. With the economy near full employment, household incomes are increasing and boosting housing demand. On the supply side, a decade of historically low single-family construction has left room for expansion of this important sector of the economy. Although multifamily construction appears to be slowing, vacancy rates are still low enough to support additional rentals. In fact, to the extent that growth in supply outpaces demand, a slowdown in rent growth should help to ease affordability concerns.”

However, challenges to a strong domestic housing market remain. High mortgage rates make housing unaffordable for many Americans, especially younger Americans. In addition to rising housing costs, wages have also failed to keep pace, worsening affordability pressures. Single-family and multifamily housing supplies remain tight, which compound affordability issues. The *State of the Nation's Housing, 2018* report emphasizes the importance of government assistance and intervention to keep housing affordable moving forward. Several challenges and trends shaping the national housing market are summarized below:

- **Moderate new construction and tight housing supply, particularly for affordable housing.** New construction experienced its eighth year of gains in 2017 with 1.2 million units added to the national stock. Estimates for multifamily starts range between 350,000 to 400,000 (2017). The supply of for-sale homes in 2017 averaged 3.9 months below what is considered balanced (six months), and lower-cost homes are considered especially scarce. The *State of the Nation's Housing, 2018* report cites lack of skilled labor, higher building costs, scarce developable land, and the cost of local zoning and regulation as impediments to new construction.
- **Demand shift from renting to owning.** After years of decline, the national homeownership rate increased from a fifty-year low of 62.9% in the second quarter of 2016 to 63.7% in the second quarter of 2017. Trends suggest homeownership among householders aged 65 and older have remained strong and homeownership rates among young adults have begun stabilizing after years of decline.
- **Housing affordability.** In 2016, almost one-third of American households spent more than 30% of their income on housing. This figure is down from the prior year, bolstered by a considerable drop in the owner share of cost-burdened households. Low-income households face an especially dire hurdle to afford housing. As resources become increasingly competitive, and with such a large share of households exceeding the

¹⁶ These trends are based on information from (1) the *State of the Nation's Housing, 2018* report from the Joint Center for Housing Studies of Harvard University, (2) the Urban Land Institute's "2018 Emerging Trends in Real Estate," and (3) the US Census.

traditional standards for affordability, policymakers are focusing efforts on the severely cost burdened. Among those earning less than \$15,000, more than 70% of households paid more than half of their income on housing.

- **Long-term growth and housing demand.** The Joint Center for Housing Studies forecasts that demand for new homes nationally could total as many as 12 million units between 2017 and 2027. Much of the demand will come from Baby Boomers, Millennials,¹⁷ and immigrants. The Urban Land Institute cites the trouble of overbuilding in the luxury sector while demand is in mid-priced single-family houses affordable to a larger buyer pool.
- **Growth in rehabilitation market.**¹⁸ Aging housing stock and poor housing conditions are growing concerns for jurisdictions across the United States. With almost 80% of the nation's housing stock at least 20 years old (40% at least 50 years old), Americans are spending in excess of \$400 billion per year on residential renovations and repairs. As housing rehabilitation becomes the go-to solution to address housing conditions, the home remodeling market has grown more than 50% since the recession ended—generating 2.2% of national economic activity (in 2017).

Despite trends suggesting growth in the rehabilitation market, rising construction costs and complex regulatory requirements pose barriers to rehabilitation. Lower-income households or households on fixed-incomes may defer maintenance for years due to limited financial means, escalating rehabilitation costs. At a certain point, the cost of improvements may outweigh the value of the structure, which may necessitate new responses such as demolition or redevelopment.

- **Changes in housing preference.** Housing preference will be affected by changes in demographics; most notably, the aging of Baby Boomers, housing demand from Millennials, and growth of immigrants.
 - *Baby Boomers.* The housing market will be affected by the continued aging of Baby Boomers, the oldest of whom were in their seventies in 2018 and the youngest of whom were in their fifties in 2018. Baby Boomers' housing choices will affect housing preference and homeownership. Addressing housing needs for those moving through their sixties, seventies, eighties, and beyond will require a range of housing opportunities. For example, “the 82-to-86-year-old cohort dominates the assisted living and more intensive care sector” while new or near-retirees may prefer aging in place or active, age-targeted communities.¹⁹ Characteristics like

¹⁷ According to the Pew Research Center, Millennials were born between the years of 1981 to 1996 (inclusive). Read more about generations and their definitions here: <http://www.pewresearch.org/fact-tank/2018/03/01/defining-generations-where-millennials-end-and-post-millennials-begin/>.

To generalize, and because there is no official Millennial generation, we define this cohort as individuals born between 1980 and 2000.

¹⁸ These findings are copied from the Joint Center for Housing Studies of Harvard University's “Improving America's Housing, 2019.”

https://www.jchs.harvard.edu/sites/default/files/Harvard_JCHS_Improving_Americas_Housing_2019.pdf

¹⁹ Urban Land Institute, “Emerging Trends in Real Estate, 2019.”

immigration and ethnicity play a role too, as “older Asians and Hispanics are more likely than whites or blacks to live in multigenerational households.”²⁰ Senior households earning different incomes may make distinctive housing choices. For instance, low-income seniors may not have the financial resources to live out their years in a nursing home and may instead choose to downsize to smaller, more affordable units. Seniors living in close proximity to relatives may also choose to live in multigenerational households.

- Research shows that “older people in western countries prefer to live in their own familiar environment as long as possible,” but aging in place does not only mean growing old in their own homes.²¹ A broader definition exists, which explains that aging in place also means “remaining in the current community and living in the residence of one’s choice.”²² Therefore, some Baby Boomers are likely to stay in their home as long as they are able, and some will prefer to move into other housing, such as multifamily housing or age-restricted housing developments, before they move into to a dependent-living facility or into a familial home. Moreover, “the aging of the U.S. population, [including] the continued growth in the percentage of single-person households, and the demand for a wider range of housing choices in communities across the country is fueling interest in new forms of residential development, including tiny houses.”²³
- *Millennials*. Over the last several decades, young adults have been increasingly living in multigenerational housing—more so than older demographics.²⁴ Despite this trend, as Millennials age over the next twenty years, they will be forming households and families. In 2018, the oldest Millennials were in their late thirties and the youngest were in their late teens. By 2040, Millennials will be between 40 and 60 years old.

Millennials only started forming their own households at the beginning of the 2007–2009 recession. Today, Millennials are driving much of the growth in new households, albeit at slower rates than previous generations. From 2012 to 2017, Millennials formed an average of 2.1 million net new households each year. Twenty-six percent of Millennials aged 25 to 34 lived with their parents (or other relatives) in 2017.

Millennials’ average wealth may remain far below Baby Boomers and Gen Xers, and student loan debt will continue to hinder consumer behavior and affect retirement savings. As of 2015, Millennials comprised 28% of active homebuyers,

²⁰ C. Herbert and H. Molinsky, “Meeting the Housing Needs of an Aging Population.,” 2015.

https://shelterforce.org/2015/05/30/meeting_the_housing_needs_of_an_aging_population/

²¹ P. Vanleerberghe, et al., *The Quality of Life of Older People Aging in Place: A Literature Review*, 2017.

²² Ibid.

²³ American Planning Association, “Making Space for Tiny Houses,” Quick Notes.

²⁴ According to the Pew Research Center, in 1980, just 11% of adults aged 25 to 34 lived in a multigenerational family household, and by 2008, 20% did (82% change). Comparatively, 17% of adults aged 65 and older lived in a multigenerational family household in 1980, and by 2008, 20% did (18% change).

while Gen Xers comprised 32% and Baby Boomers 31%.²⁵ That said, “over the next 15 years, nearly \$24 trillion will be transferred in bequests,” presenting new opportunities for Millennials (as well as Gen Xers).

- *Immigrants.* Research on foreign-born populations shows that immigrants, more than native-born populations, prefer to live in multigenerational housing. Still, immigration and increased homeownership among minorities could also play a key role in accelerating household growth over the next ten years. Current population survey estimates indicate that the number of foreign-born households rose by nearly 400,000 annually between 2001 and 2007, and they accounted for nearly 30% of overall household growth. Beginning in 2008, the influx of immigrants was stanchied by the effects of the Great Recession. After a period of decline, however, the foreign born are again contributing to household growth. The Census Bureau’s estimates of net immigration in 2017–2018 indicate that 1.2 million immigrants moved to the United States from abroad, down from 1.3 million immigrants in 2016–2017 but higher than the average annual pace of 850,000 during the period of 2009–2011. However, if recent federal policies about immigration are successful, growth in undocumented and documented immigration could slow household growth in the coming years.
- *Diversity.* The growing diversity of American households will have a large impact on domestic housing markets. Over the coming decade, minorities will make up a larger share of young households and constitute an important source of demand for both rental housing and small homes. The growing gap in homeownership rates between whites and blacks, as well as the larger share of minority households that are cost burdened, warrants consideration. Since 1994, the difference in homeownership rates between whites and blacks has risen by 1.9 percentage points to 29.2% in 2017. Alternatively, the gap between white and Hispanic homeownership rates, and white and Asian homeownership rates, both decreased during this period but remained sizable at 26.1 and 16.5 percentage points, respectively. Although homeownership rates are increasing for some minorities, large shares of minority households are more likely to live in high-cost metro areas. This, combined with lower incomes than white households, leads to higher rates of cost burden for minorities—47% for blacks, 44% for Hispanics, 37% for Asians/others, and 28% for whites in 2015.
- Changes in housing characteristics. The US Census Bureau’s *Characteristics of New Housing* report (2017) presents data that show trends in the characteristics of new housing for the nation, state, and local areas. Several long-term trends in the characteristics of housing are evident from the *New Housing* report:²⁶

²⁵ V. Srinivas and U. Goradia, “The Future of Wealth in the United States,” Deloitte Insights, 2015.

<https://www2.deloitte.com/insights/us/en/industry/investment-management/us-generational-wealth-trends.html>

²⁶ US Census Bureau, “Highlights of Annual 2017 Characteristics of New Housing.”

<https://www.census.gov/construction/chars/highlights.html>.

- *Larger single-family units on smaller lots.* Between 1999 and 2017, the median size of new single-family dwellings increased by 20% nationally from 2,028 sq. ft. to 2,426 sq. ft., and between 1999 and 2017, the western region increased by 20% from 2,001 sq. ft. to 2,398 sq. ft. Moreover, between 1999 and 2017 the percentage of new units smaller than 1,400 sq. ft. across the United States decreased by more than half, from 15% to 6%; the percentage of units greater than 3,000 sq. ft. increased from 17% to 25%; and the percentage of lots less than 7,000 sq. ft. increased from 25% to 31%. In addition to larger homes, a trend toward smaller lot sizes is seen nationally.
- *Larger multifamily units.* Between 1999 and 2017, the median size of new multifamily dwelling units increased by 5.3% across the United States, and the western region increased by 2.4%. Nationally, the percentage of new multifamily units with more than 1,200 sq. ft. increased from 28% to 33% between 1999 and 2017, and it increased from 25% to 28% in the western region.
- *Household amenities.* Across the United States since 2013, an increasing number of new units have had air-conditioning (fluctuating year by year at over 90% for both new single-family and multifamily units). In 2000, 93% of new single-family houses had two or more bathrooms, compared to 97% in 2017. In that same time, the share of units with two or more bathrooms decreased from 55% of new multifamily units to 45%. As of 2017, 65% of new single-family houses in the United States had one or more garages (down from 69% in 2000).
- *Shared amenities.* Housing with shared amenities is growing in popularity, as it may improve space efficiencies and reduce per-unit costs/maintenance costs. Single-room occupancies (SROs),²⁷ cottage clusters, cohousing developments, and multifamily products are common housing types that take advantage of this trend. Shared amenities may take many forms and include bathrooms, kitchens and other home appliances (e.g., laundry facilities, outdoor grills), security systems, outdoor areas (e.g., green space, pathways, gardens, rooftop lounges), fitness rooms, swimming pools, and tennis courts.²⁸

State Trends

Oregon's 2016–2020 Consolidated Plan Amendment includes a detailed housing needs analysis as well as strategies for addressing housing needs statewide. The plan concludes that “a growing gap between the number of Oregonians who need affordable housing and the availability of affordable homes has given rise to destabilizing rent increases, an alarming number of evictions

²⁷ Single-room occupancies are residential properties with multiple single-room dwelling units occupied by a single individual. From: US Department of Housing and Urban Development, *Understanding SRO*, 2001. <https://www.hudexchange.info/resources/documents/Understanding-SRO.pdf>

²⁸ Urbsworks, *Housing Choices Guide Book: A Visual Guide to Compact Housing Types in Northwest Oregon*, n.d. https://www.oregon.gov/lcd/Publications/Housing-Choices-Booklet_DIGITAL.pdf

A. Saiz and A. Salazar, *Real Trends: The Future of Real Estate in the United States*, Center for Real Estate, Urban Economics Lab, n.d.

of low- and fixed- income people, increasing homelessness, and serious housing instability throughout Oregon.”

It identified the following issues that describe housing need statewide:²⁹

- For housing to be considered affordable, a household should pay up to one-third of their income toward rent, leaving money left over for food, utilities, transportation, medicine, and other basic necessities. Today, half of Oregon renter households pay more than one-third of their income toward rent, and one-third pay more than half of their income toward rent.
- More school children are experiencing housing instability and homelessness. The rate of K–12 homeless children increased by 12% from the 2013–2014 school year to the 2014–2015 school year.
- Oregon has 28,500 rental units that are affordable and available to renters with extremely low incomes. There are about 131,000 households that need those apartments, leaving a gap of 102,500 units.
- Housing instability is fueled by an unsteady, low-opportunity employment market. Over 400,000 Oregonians are employed in low-wage work. Low-wage work is a growing share of Oregon’s economy. When wages are set far below the cost needed to raise a family, the demand for public services grows to record heights.
- Women are more likely than men to end up in low-wage jobs. Low wages, irregular hours, and part-time work compound issues.
- People of color historically constitute a disproportionate share of the low-wage work force. About 45% of Latinos, and 50% of African Americans, are employed in low-wage industries.
- The majority of low-wage workers are adults over the age of twenty, many of whom have earned a college degree or some level of higher education.
- In 2019, minimum wage in Oregon³⁰ was \$11.25, \$12.50 in the Portland Metro, and \$11.00 for nonurban counties.

“Breaking New Ground, Oregon’s Statewide Housing Plan” for 2018 describes the Oregon Housing and Community Services (OHCS) goals and implementation strategies for achieving the goals.³¹ It includes relevant data to help illustrate the rationale for each priority. Oregon’s

²⁹ These conclusions are copied directly from *Oregon’s 2016–2020 Consolidated Plan Amendment* <http://www.oregon.gov/ohcs/docs/Consolidated-Plan/2016-2020-Consolidated-Plan-Amendment.pdf>.

³⁰ The 2016 Oregon Legislature, Senate Bill 1532, established a series of annual minimum wage rate increases beginning July 1, 2016, through July 1, 2022. <https://www.oregon.gov/boli/whd/omw/pages/minimum-wage-rate-summary.aspx>

³¹ Priorities and factoids are copied directly from Oregon Housing and Community Services “Breaking New Ground, Oregon’s Statewide Housing Plan,” November 2018 Draft. <https://www.oregon.gov/ohcs/DO/shp/OregonStatewideHousingPlan-PublicReviewDraft-Web.pdf>

“Statewide Housing Plan” identified six housing priorities to address in communities across the State over 2019 to 2023.

- **Equity and Racial Justice.** *Advance equity and racial justice by identifying and addressing institutional and systemic barriers that have created and perpetuated patterns of disparity in housing and economic prosperity.*
 - Summary of the Issue: In Oregon, 26% of people of color live below the poverty line in Oregon, compared to 15% of the white population.
 - 2019–2023 Goal: Communities of color will experience increased access to OHCS resources and achieve greater parity in housing stability, self-sufficiency, and homeownership. OHCS will collaborate with its partners and stakeholders to create a shared understanding of racial equity and overcome systemic injustices faced by communities of color in housing discrimination, access to housing, and economic prosperity.
- **Homelessness.** *Build a coordinated and concerted statewide effort to prevent and end homelessness, with a focus on ending unsheltered homelessness of Oregon’s children and veterans.*
 - Summary of the Issue: According to the Point-in-Time count, approximately 14,000 Oregonians experienced homelessness in 2017, an increase of nearly 6% since 2015. Oregon’s unsheltered population increased faster than the sheltered population, and the State’s rate of unsheltered homelessness is the third highest in the nation at 57%. The State’s rate of unsheltered homelessness among people in families with children is the second highest in the nation at 52%.
 - 2019–2023 Goal: OHCS will drive toward impactful homelessness interventions by increasing the percentage of people who are able to retain permanent housing for at least six months after receiving homeless services to at least 85 percent. OHCS will also collaborate with partners to end veterans’ homelessness in Oregon and build a system in which every child has a safe and stable place to call home.
- **Permanent Supportive Housing.** *Invest in permanent supportive housing, a proven strategy to reduce chronic homelessness and reduce barriers to housing stability.*
 - Summary of the Issue: Oregon needs about 12,388 units of permanent supportive housing to serve individuals and families with a range of needs and challenges.
 - 2019–2023 Goal: OHCS will increase our commitment to permanent supportive housing by funding the creation of 1,000 or more additional permanent supportive-housing units to improve the future long-term housing stability for vulnerable Oregonians.
- **Affordable Rental Housing.** *Work to close the affordable rental-housing gap and reduce housing cost burden for low-income Oregonians.*

- **Summary of the Issue:** Statewide, over 85,000 new units are needed to house those households earning below 30% of median family income (MFI) in units affordable to them. The gap is even larger when accounting for the more than 16,000 units affordable at 30% of MFI, which are occupied by households at other income levels.
- **2019–2023 Goal:** OHCS will triple the existing pipeline of affordable rental housing—up to 25,000 homes in the development pipeline by 2023. Residents of affordable rental housing funded by OHCS will have reduced cost burden and more opportunities for prosperity and self-sufficiency.
- **Homeownership.** *Provide more low- and moderate-income Oregonians with the tools to successfully achieve and maintain homeownership, particularly in communities of color.*
 - **Summary of the Issue:** In Oregon, homeownership rates for all categories of people of color are lower than for white Oregonians. For white non-Hispanic Oregonians, the homeownership rate is 63%. For Hispanic and nonwhite Oregonians, it is 42%. For many, homeownership rates have fallen between 2005 and 2016.
 - **2019–2023 Goal:** OHCS will assist at least 6,500 households in becoming successful homeowners through mortgage lending products while sustaining efforts to help existing homeowners retain their homes. OHCS will increase the number of homebuyers of color in our homeownership programs by 50% as part of a concerted effort to bridge the homeownership gap for communities of color while building pathways to prosperity.
- **Rural Communities.** *Change the way OHCS does business in small towns and rural communities to be responsive to the unique housing and service needs and unlock the opportunities for housing development.*
 - **Summary of the Issue:** While housing costs may be lower in rural areas, incomes are lower as well: median family income is \$42,750 for rural counties versus \$54,420 for urban counties. Additionally, the median home values in rural Oregon are 30% higher than in the rural United States, and median rents are 16% higher.
 - **2019–2023 Goal:** OHCS will collaborate with small towns and rural communities to increase the supply of affordable and market-rate housing. As a result of tailored services, partnerships among housing and service providers, private industry, and local governments will flourish, leading to improved capacity, leveraging of resources, and a doubling of the housing development pipeline.

Regional and Local Demographic Trends that May Affect Housing Need in McMinnville

Demographic trends that might affect the key assumptions used in the baseline analysis of housing need are (1) the aging population, (2) changes in household size and composition, and (3) increases in diversity.

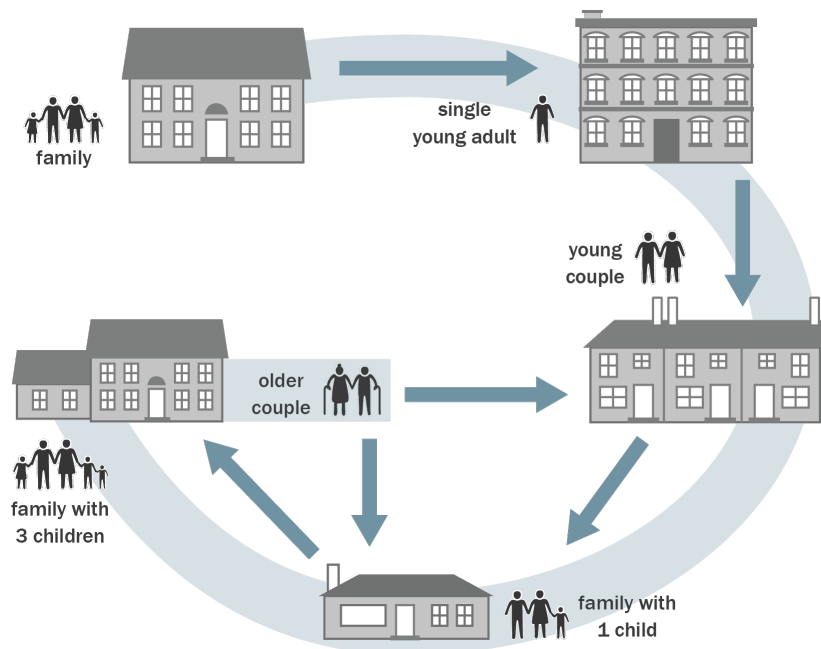
An individual's housing needs change throughout their life, with changes in income, family composition, and age. The types of housing needed by a 20-year-old college student differ from the needs of a 40-year-old parent with children, or an 80-year-old single adult. As McMinnville's population ages, different types of housing will be needed to accommodate older residents. The housing characteristics by age data below reveal this cycle in action in McMinnville.

Housing needs and preferences change in predictable ways over time, with changes in marital status and size of family.

Families of different sizes need different types of housing.

Exhibit 33. Effect of Demographic Changes on Housing Need

Source: ECONorthwest, adapted from Clark, William A.V. and Frans M. Dieleman. 1996. *Households and Housing*. New Brunswick, NJ: Center for Urban Policy Research.



Growing Population

McMinnville’s population grew by 88% between 1990 and 2017, adding 15,771 new residents. Over this period, McMinnville’s population grew at an average annual growth rate of 2.4%. McMinnville’s population growth will drive future demand for housing over the planning period.

Exhibit 34. Population, McMinnville, 1990–2017

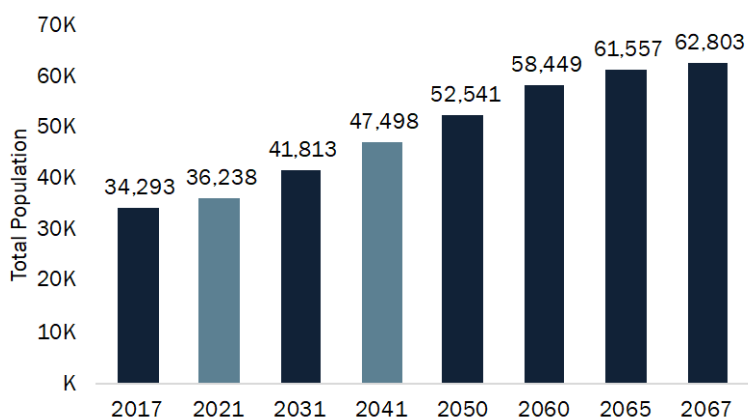
Source: US Decennial Census 1990, 2000, and 2010. Portland State University Population Research Center, 2017 Estimate.

	1990	2000	2010	2017	Change 1990 to 2017		
					Number	Percent	AAGR
U.S.	248,709,873	281,421,906	308,745,538	325,719,178	77,009,305	31%	1.0%
Oregon	2,842,321	3,421,399	3,831,074	4,141,100	1,298,779	46%	1.4%
Yamhill County	65,551	84,992	99,193	106,300	40,749	62%	1.8%
McMinnville	17,894	26,499	32,187	33,665	15,771	88%	2.4%

By 2067, McMinnville’s population within its UGB is expected to exceed 60,000 people.

Exhibit 35. Population Forecast, McMinnville UGB, 2017 through 2067

Source: Population Research Center, Portland State University, June 30, 2017.



McMinnville’s population within its UGB is expected to grow by around 31% (11,260 people) over the 20-year analysis period (2021 to 2041).

Exhibit 36. McMinnville’s 5-, 10-, 20-, and 46-Year Population Forecast, McMinnville UGB, 2021, 2026, 2031, and 2067

Source: Population Research Center, Portland State University, June 30, 2017.

36,238	38,985	41,813	47,498	62,803
2021	2026 (5-year)	2031 (10-year)	2041 (20-year)	2067 (46-year)

A majority of new population growth in Yamhill County and Oregon is because of in-migration.

Exhibit 37. Migrant Share of New Population, Yamhill County and Oregon, 2000–2016

Source: Population Research Center, Portland State University.

Yamhill County	19,998 New Population	13,477 New Migrant Population	67% Migrant Share of Growth
Oregon	654,951 New Population	420,150 New Migrant Population	64% Migrant Share of Growth

Aging Population

This section describes two key characteristics of McMinnville’s population (seniors and young adults, including Millennials), with implications for future housing demand in McMinnville:

- **Seniors.** McMinnville and Yamhill County populations are progressively getting older. As McMinnville’s elderly population grows, it will increase demand for housing that is suitable for elderly residents. By 2040, residents aged 60 years and older will account for 28% of McMinnville’s population, compared to 20% in 2010.

The impact of growth in seniors in McMinnville will depend, in part, on whether older people already living in McMinnville continue to live in their current residence as they age. National surveys show that most households prefer to age in place by continuing to live in their current home and community as long as possible.³²

Growth in the number of seniors will result in demand for housing types specific to seniors, such as small and easy-to-maintain dwellings, assisted-living facilities, or age-restricted developments. Senior households will make a variety of housing choices, including remaining in their homes as long as they are able, downsizing to smaller single-family homes (detached and attached) or multifamily units, or moving into group housing (such as assisted-living facilities or nursing homes) as their health declines. The challenges aging seniors face in continuing to live in their community include changes in healthcare needs, loss of mobility, the difficulty of home maintenance, financial concerns, and increases in property taxes.³³

- **McMinnville has a larger proportion of younger people than the County and State.** About 30% of McMinnville’s population is under 20 years old, compared to 28% of Yamhill County’s population and 25% of the State’s population. The forecast for population growth in McMinnville shows the number of people under 20 years will increase, but the share of younger people will decline marginally from 29% of the population in 2017 to 27% of the population by 2040.

Linfield College offers a partial explanation for McMinnville’s age structure. Data provided by the college indicated that Linfield had 2,588 students enrolled as of May 2018.³⁴ Approximately 1,240 students (48% of the 2,588 students) were at the McMinnville campus as of February 2019.³⁵ As of 2016, the 1,240 students make up approximately 4% of the City’s total population, about 13% of the City’s population under age 20, and about 23% of the City’s population between the ages of 15 and 24. Linfield students are counted in PSU’s population forecast. Linfield requires students to live in campus housing for their first two years.

³² A survey conducted by AARP indicates that 90% of people 50 years and older want to stay in their current home and community as they age. See <http://www.aarp.org/research>.

³³ M. S. Ball, *Aging in Place: A Toolkit for Local Governments*.

³⁴ <https://www.linfield.edu/about/facts-and-figures.html>

³⁵ <https://www.opb.org/news/article/linfield-college-tenured-faculty-cut/>

People who are currently between 18 and 38 years old³⁶ are referred to as the Millennial generation and account for the largest share of the population in Oregon.³⁷ By 2041, Millennials will be about 41 to 61 years of age. The forecast for Yamhill County shows growth in the number of Millennials from about 27,500 people in 2021 to 35,000 people in 2041 (about 28% change). The share of Millennials from 2021 to 2041 is forecast to remain the same (at about 25% of Yamhill County's total population).

McMinnville's ability to retain people in this age group will depend, in part, on whether the City has opportunities for housing that both appeal to and are affordable to Millennials. In the near-term, Millennials may increase demand for rental units. The long-term housing preferences of Millennials are uncertain. Research suggests that Millennials' housing preferences may be similar to Baby Boomers, with a preference for smaller, less-costly units. Recent surveys about housing preference suggest that Millennials want affordable single-family homes in areas that offer transportation alternatives to cars, such as suburbs or small cities with walkable neighborhoods.³⁸

A recent survey of people living in the Portland region shows that Millennials prefer single-family detached housing. The survey finds that housing price is the most important factor in choosing housing for younger residents.³⁹ The survey results suggest Millennials are more likely than other groups to prefer housing in an urban neighborhood or town center. While this survey is for the Portland region, it shows results similar to national surveys and studies about housing preference for Millennials.

Growth in Millennials in McMinnville will increase demand for affordable single-family detached housing (including cottages) in the long-term and affordable town houses and multifamily housing in the near term. The preference for Millennials to locate in urban neighborhoods or town centers may also increase demand for town homes and multifamily housing types. Growth in this population will result in increased demand for both ownership and rental opportunities, with an emphasis on housing that is comparatively affordable.

³⁶ No formal agreement on when the Millennial generation starts or ends exists. For this report, we define the Millennial generation as individuals born in 1980 through 2000.

³⁷ M. Dimock, "Defining Generations: Where Millennials End and Post-Millennials Begin," Pew Research Center, March 2018. <http://www.pewresearch.org/fact-tank/2018/03/01/defining-generations-where-millennials-end-and-post-millennials-begin/>.

³⁸ American Planning Association, "Investing in Place; Two Generations' View on the Future of Communities," 2014. Transportation for America, "Access to Public Transportation a Top Criterion for Millennials When Deciding Where to Live, New Survey Shows."

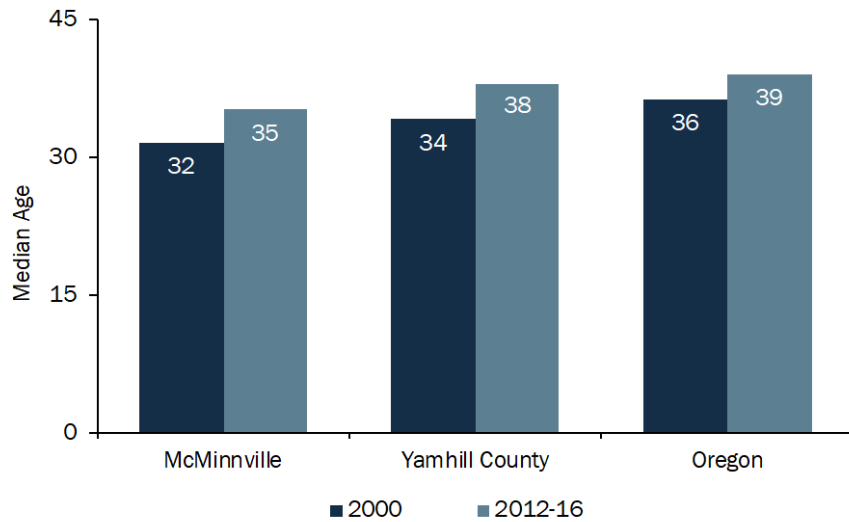
National Association of Home Builders, "Survey Says: Home Trends and Buyer Preferences."

³⁹ Davis, Hibbits & Midghal Research, "Metro Residential Preference Survey," May 2014.

From 2000 to 2012–2016, McMinnville’s median age increased from 31.5 to 35.2 years. Larger regions experienced similar trends.

Exhibit 38. Median Age, Years, McMinnville, Yamhill County, and Oregon, 2000 to 2012–2016

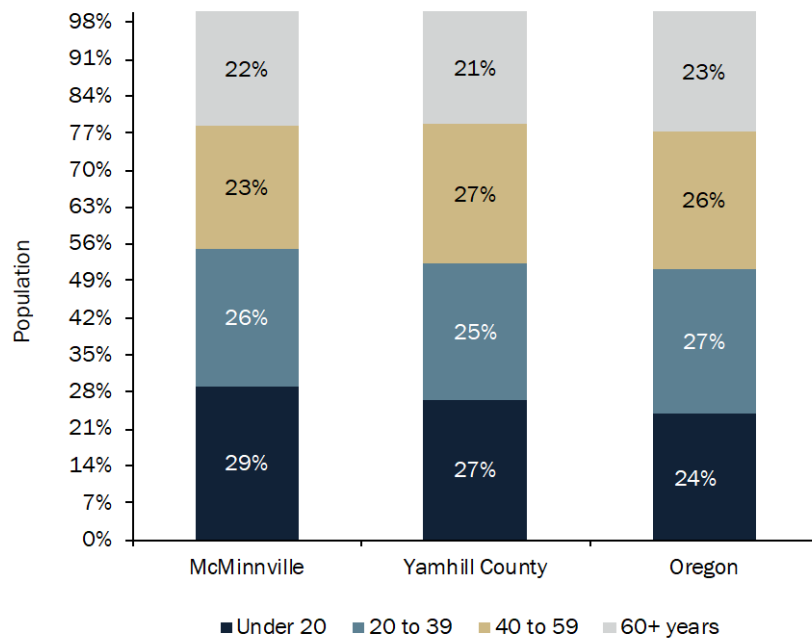
Source: US Census Bureau, 2000 Decennial Census Table B01002, 2012–2016 ACS, Table B01002.



Similar to Yamhill County and Oregon, McMinnville’s population distribution was relatively proportional by age. McMinnville had a slightly larger cohort under the age of 20.

Exhibit 39. Population Distribution by Age, McMinnville, Yamhill County, and Oregon, 2012–2016

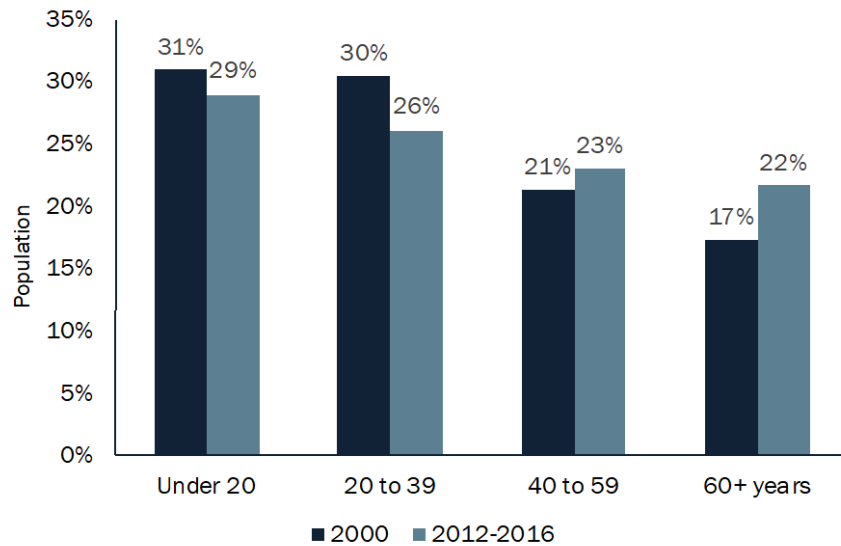
Source: US Census Bureau, 2012–2016, ACS, Table B01001.



Between 2000 and 2012–2016, McMinnville’s population distribution shifted toward older age cohorts.

Exhibit 40. Population Distribution by Age, McMinnville, 2000 to 2012–2016

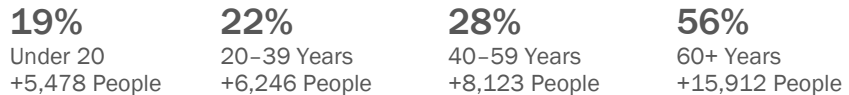
Source: US Census Bureau, 2000 Decennial Census Table P012, 2012–2016 ACS, Table B01001.



The share of Yamhill County’s population aged 60 years and older is forecast to grow the fastest (56% from 2017 to 2040).

Exhibit 41. Forecast Growth Rate by Age Group, Yamhill County, 2017 to 2040

Source: Portland State University, Population Research Center, Yamhill County Forecast, June 30, 2017.

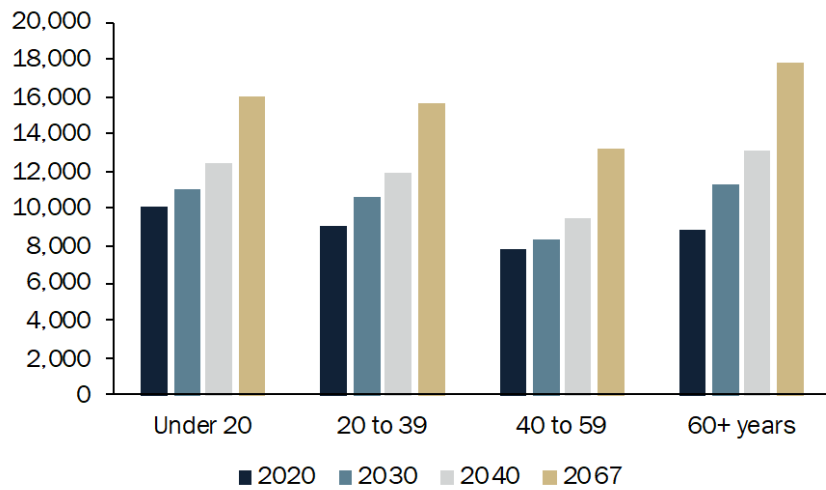


All age groups in McMinnville will add to the population between 2020 and 2040, with the senior population projected to grow the most at 48%.

Populations less than 20 years old, and populations 20 to 39 years old and 40 to 59 years old, will grow at a slower rate (24%, 32%, and 22%).

Exhibit 42. Population Projection by Age Group, McMinnville, 2020, 2030, 2040, and 2067

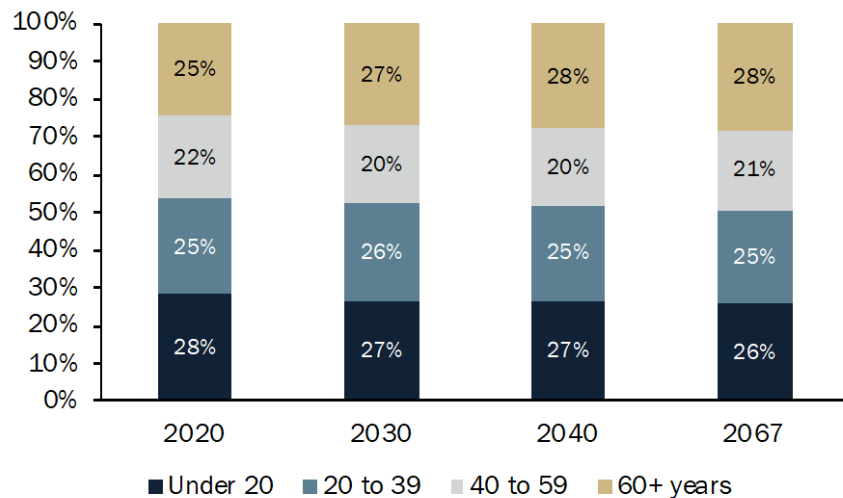
Source: Portland State University, Population Research Center. Note: This exhibit presents trend data from the PSU forecast. It is not forecast data for McMinnville's 2021–2041 planning period. It provides relevant data closely associated to the 2021–2041 planning period.



By 2040, the share of McMinnville's senior population (aged 60+) will grow while the share of the population under 20 years of age and between 40 and 59 years of age will decline.

Exhibit 43. Population Projection Distributed by Age Group, McMinnville, 2020, 2030, 2040, and 2067

Source: Portland State University, Population Research Center.



Increased Diversity⁴⁰

McMinnville is becoming more ethnically diverse. The Hispanic and Latino population grew from 15% of McMinnville's population in 2000 to 22% of the population in the 2012–2016 period, adding more than 3,426 new Hispanic and Latino residents. Much of this diversity is due to immigration: 14% of McMinnville's population is foreign born, and of this population, 78% have immigrated from Mexico.

The US Census Bureau forecasts that at the national level, the Hispanic and Latino population will continue growing faster than most other non-Hispanic populations between 2021 and 2041. The Census forecasts that the Hispanic and Latino population will increase 93% from 2016 to 2060 and the foreign-born Hispanic population will increase by about 40% in that same time.⁴¹ According to the *State of Hispanic Homeownership Report* from the National Association of Hispanic Real Estate Professionals,⁴² Hispanics accounted for 28.6% of the nation's household formation in 2017. Household formations, for Hispanic homeowners specifically, accounted for 15% of the nation's net homeownership growth. The rate of homeownership for Hispanics increased from 45.4% in 2014⁴³ to 46.2% in 2017. The only demographic that increased their rate of homeownership from 2016 to 2017 was Hispanics.

The *State of Hispanic Homeownership Report* also cites the lack of affordable housing products as a substantial barrier to homeownership. The report finds that Hispanic households are more likely than non-Hispanic households to be nuclear households, comprised of married couples with children and multigeneration households in the same home, such as parents and adult children living together.

The population of McMinnville is now, and has historically been, more ethnically diverse than Yamhill County and Oregon. Continued growth in the Hispanic and Latino population will affect McMinnville's housing needs in a variety of ways.⁴⁴ Growth in first- and, to a lesser extent, second- and third-generation Hispanic and Latino immigrants will increase demand for larger dwelling units to accommodate the larger average household sizes for these households. Foreign-born households, including Hispanic and Latino immigrants, are more likely to live in multigenerational households, requiring more bedrooms/space. As Hispanic and Latino households integrate over generations, household size typically decreases, and their housing needs become similar to housing needs for all households.

⁴⁰ The US Census Bureau considers race and ethnicity as two distinct concepts. The Census applies two categories for ethnicity, which are Hispanic or Latino (i.e., Latinx) and Not Hispanic or Latino (i.e., Non-Latinx). Latinx is an ethnicity and not a race, meaning individuals who identify as Latinx may be of any race. The share of the population that identifies as Latinx should not be added to percentages for racial categories.

⁴¹ US Census Bureau, *Demographic Turning Points for the United States: Population Projections for 2020 to 2060*, pg. 7.

⁴² National Association of Hispanic Real Estate Professionals, *2017 State of Hispanic Homeownership Report*.

⁴³ Ibid.

⁴⁴ Pew Research Center, *Second-Generation Americans: A Portrait of the Adult Children of Immigrants*, February 7, 2012; National Association of Hispanic Real Estate Professionals, *2017 State of Hispanic Homeownership Report*.

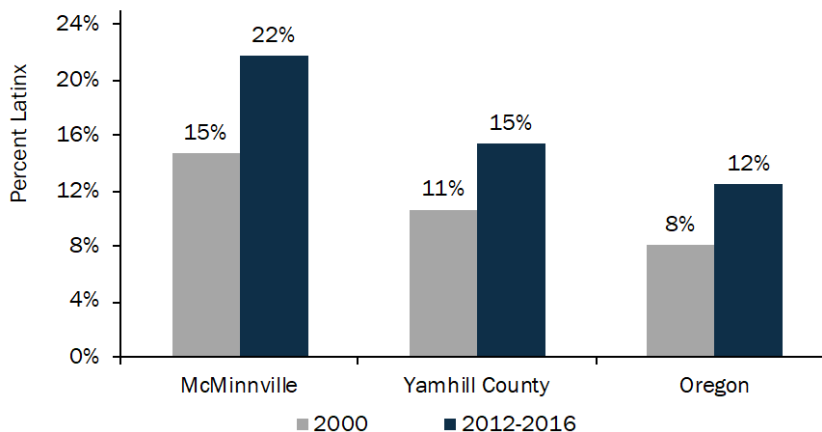
Growth in Hispanic and Latino households will result in increased demand for housing of all types, both for ownership and rentals, with an emphasis on housing that is comparatively affordable and can accommodate multiple generations and larger household sizes.

McMinnaville is and has historically been more ethnically diverse than Yamhill County and Oregon.

The share of McMinnaville’s population that identifies as Latinx increased by 7% from 2000 to 2012–2016. In this same time, the share of Yamhill County and Oregon’s Latinx population increased by 4%.

Exhibit 44. Latinx Population as a Percent of the Total Population, McMinnaville, Yamhill County, and Oregon, 2000 to 2012–2016

Source: US Census Bureau, 2000 Decennial Census Table P008, 2012–2016 ACS Table B03002.



McMinnaville and Yamhill County are less racially diverse than the State. McMinnaville’s racial composition is similar to that of Yamhill County.

Only about 10% of McMinnaville’s population is nonwhite, compared to 15% in Oregon.

Exhibit 45. Race⁴⁵ as a Percent of the Total Population, McMinnaville and Comparison Regions, 2012–2016

Source: US Census Bureau, 2012–2016 ACS Table B03002.

Region	White	Black/African American	Asian	Other races
McMinnaville	89%	1%	2%	8%
Yamhill Co.	89%	1%	1%	9%
Oregon	85%	2%	4%	9%

⁴⁵ The races categorized as "other races" are American Indian, Alaska Native, Native Hawaiian, other Pacific Islanders, two or more races, and some other races. Note: Latinx is not a race, it is an ethnicity.

Fourteen percent of McMinnville’s population is foreign-born. Of the foreign-born population, most are from Latin America (82%), Mexico specifically (78%).

Exhibit 46. Distribution of Foreign-Born Population, McMinnville, 2012–2016

Source: US Census Bureau, 2012–2016 ACS Table B05006.

82% 3,708 Persons Latin America	11% 495 Persons Asia	7% 315 Persons Europe	0% 15 Persons Oceania	0% 10 Persons Africa
--	-----------------------------------	------------------------------------	------------------------------------	-----------------------------------

About 40% of students in the McMinnville School District identify as Latino or another ethnicity.

Exhibit 47. Ethnicity of School Aged Children, McMinnville School District, 2017–2018

Source: McMinnville School District. Note: percentages do not sum to 100% due to rounding.

61% White	35% Latino	5% Another ethnicity
---------------------	----------------------	--------------------------------

Household Size and Composition

McMinnville’s household size and composition show that households in McMinnville are somewhat different than averages across the State. McMinnville had 12,376 households according to 2013–2017 ACS data. McMinnville’s and Yamhill County’s households are larger and possess fewer nonfamily households.

McMinnville’s average household size is slightly smaller than Yamhill County’s but comparable to the State’s.

Exhibit 48. Average Household Size, McMinnville, Yamhill County, and Oregon, 2013–2017

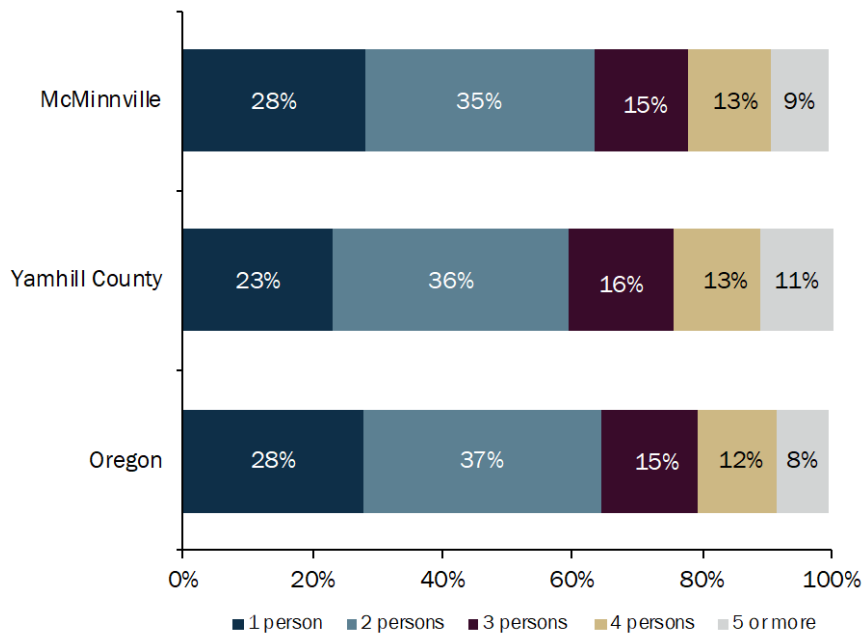
Source: US Census Bureau, 2013–2017 ACS Table B25010. US Census Bureau, 2010 Decennial Census, Table H12H, H12.

(2013–2017) Total Occupied Housing Units	2.55 Persons McMinnville	2.70 Persons Yamhill County	2.50 Persons Oregon
(2010) Total Occupied Housing Units	2.61 Persons McMinnville	2.70 Persons Yamhill County	2.47 Persons Oregon
(2010) Occupied Housing Units with Latino/Hispanic Householder	4.11 Persons McMinnville	4.08 Persons Yamhill County	3.68 Persons Oregon

About 60% of households in McMinnville, Yamhill County, and the State are composed of one and two people.

Exhibit 49. Household Size, McMinnville, Yamhill County, and Oregon, 2013–2017

Source: US Census Bureau, 2013–2017 ACS, Table B25009

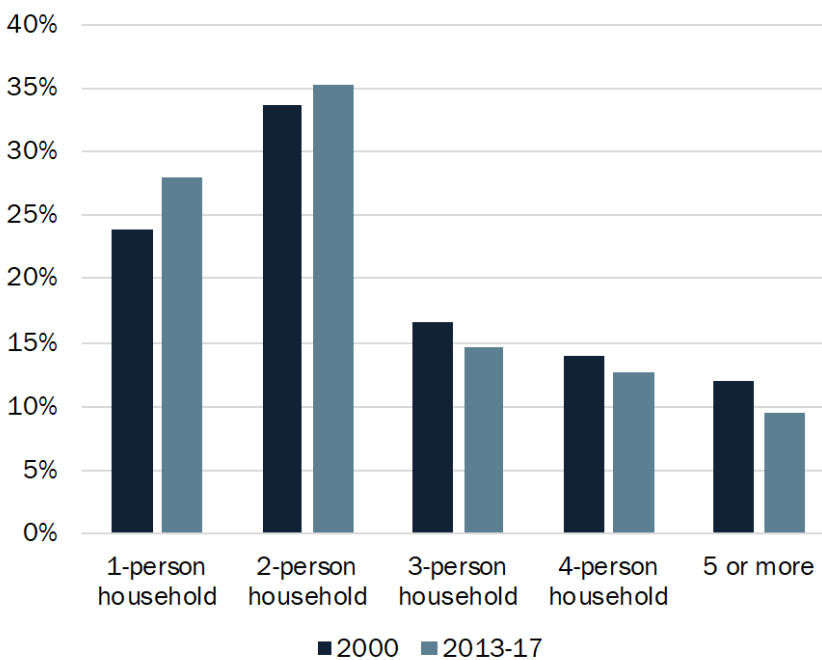


McMinnville’s household size composition stayed relatively constant from 2000 to 2013–2017.

The majority of McMinnville households are composed of one and two people.

Exhibit 50. Household Size, McMinnville, 2000 to 2013–17

Source: US Census Bureau, 2013–2017 ACS, Table B25009.

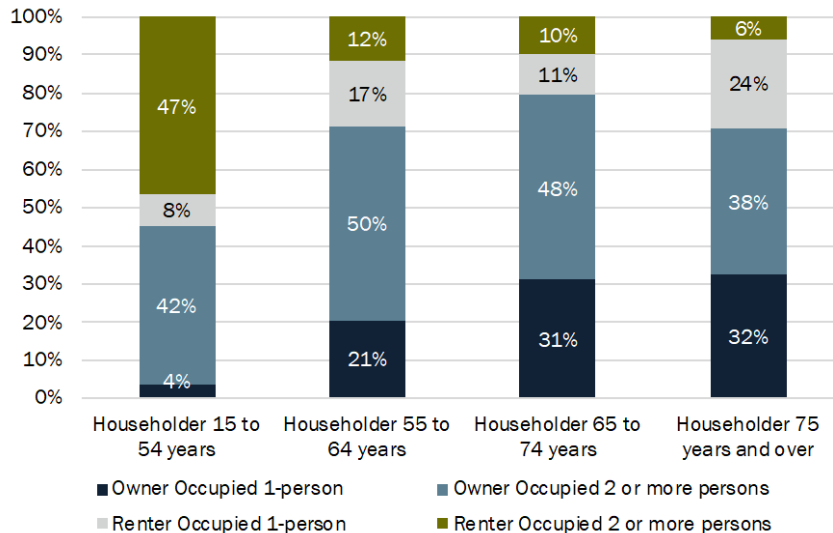


Homeownership rates peak between 65 and 74 years of age—nearly 80% of households in this age group owned their home.

Comparatively, 45% of householders aged 15 to 54 reside in owner-occupied housing, most of which (42%) live in a household with two or more people.

Exhibit 51. Tenure by Household Size by Age of Householder, McMinnville, 2013–2017

Source: US Census Bureau, 2013–2017 ACS, Table B25116.

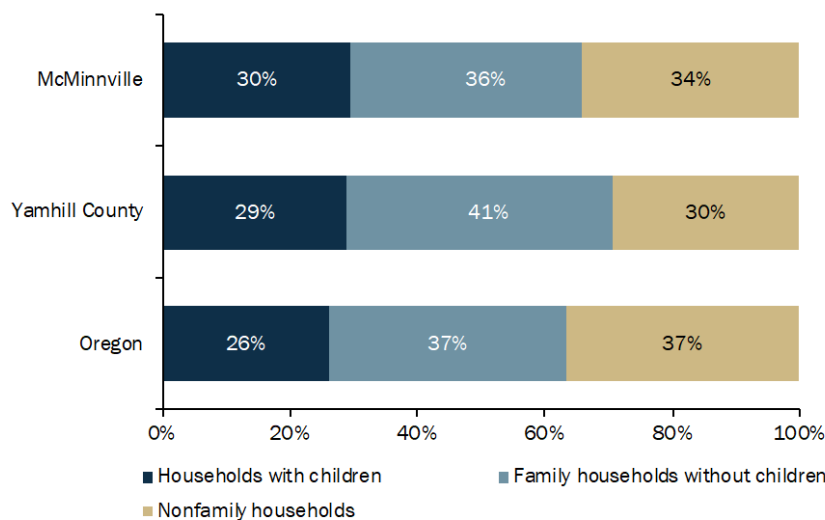


McMinnville and the County have a smaller share of nonfamily households than the State.

In McMinnville, 34% of households are nonfamily, compared to 30% of Yamhill County households and 37% of Oregon households.

Exhibit 52. Household Composition, McMinnville, 2013–2017

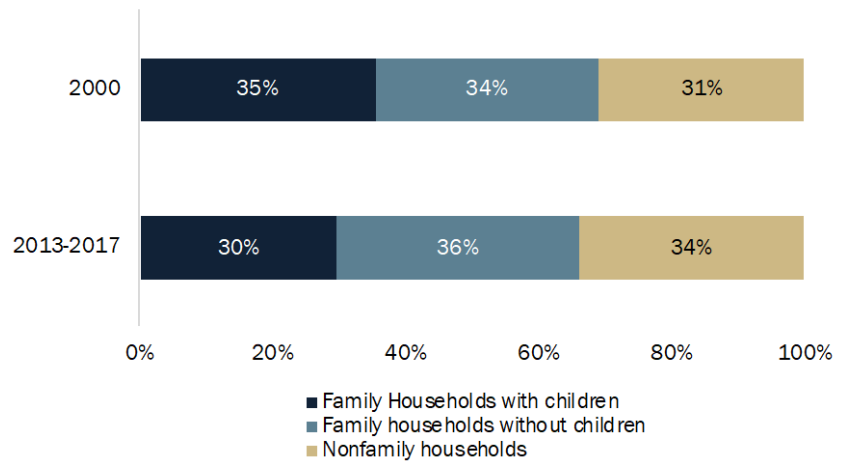
Source: US Census Bureau, 2013–2017 ACS, Table DP02.



The share of family households without children increased in McMinnville from 2000 to 2017.

Exhibit 53. Household Composition, McMinnville, 2000 to 2013-2017

Source: US Census Bureau, 2000 Decennial Census and 2013-2017 ACS, Table DP02.



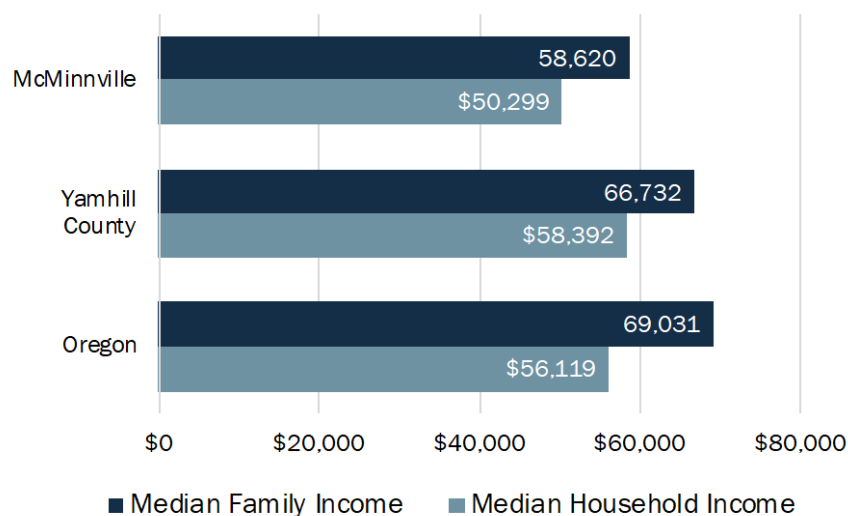
Income of McMinnville Residents

Income is one of the key determinants in housing choice and households' ability to afford housing. Incomes for people living in McMinnville are lower than that of Yamhill County and Oregon.

In the 2013–2017 period, McMinnville's median household income and median family income was below that of comparison regions.

Exhibit 54. Median Household Income and Median Family Income, McMinnville, Yamhill County, and Oregon, 2013–2017

Source: US Census Bureau, 2013–2017 ACS Table B25119 and B19113.

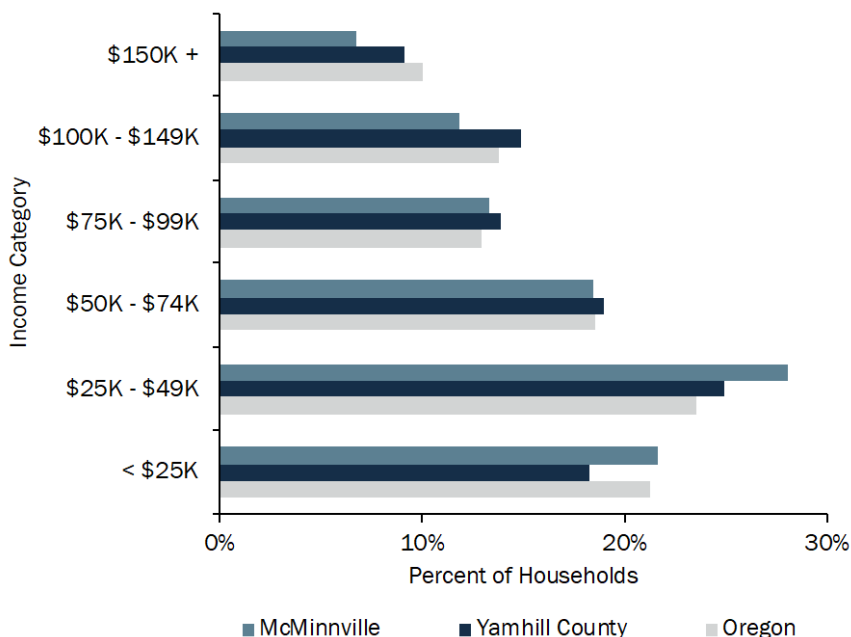


Fifty percent of McMinnville households make \$50,000 or less per year.

In comparison, 43% of Yamhill County and 45% of the State make \$50,000 or less per year.

Exhibit 55. Household Income, McMinnville, Yamhill County, and Oregon, 2013–2017

Source: US Census Bureau, 2013–2017 ACS, Table B19001.

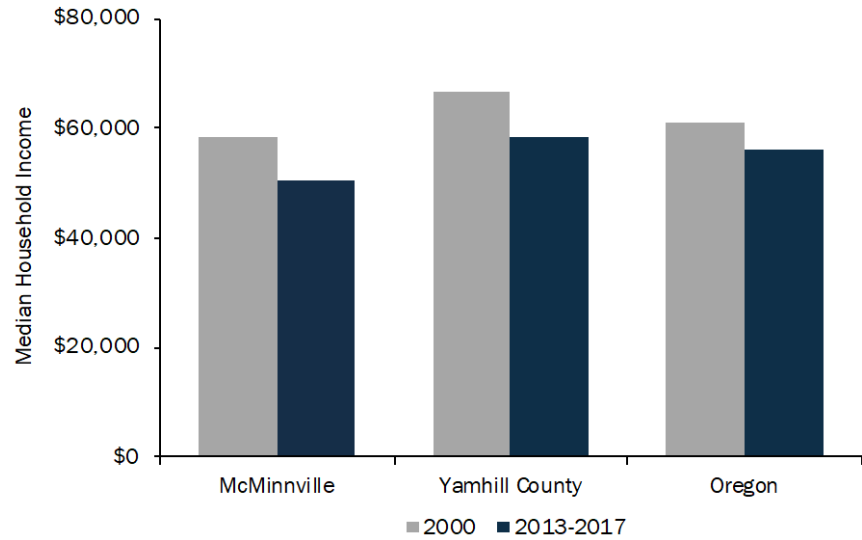


After adjusting for inflation, McMinnville's median household income decreased by 14% from 2000 to 2013–2017, from \$58,356 to \$50,299 per year.

Yamhill County and Oregon also experienced real decreases in median housing income after adjusting for inflation.

Exhibit 56. Median Household Income (2017 Inflation-Adjusted), McMinnville, Yamhill County, Oregon, 2000 and 2013–2017

Source: US Census Bureau, 2000 Decennial Census, Table HCT012, 2013–2017 ACS Table B25119.



Homelessness

The number of homeless persons in Yamhill County increased by over 300 people (30%), from 2015 to 2017.

For Yamhill County, the Point-in-Time homeless estimate was 1,066 persons in 2017 and 1,386 persons in 2018.

Exhibit 57. Point-in-Time Homeless Counts, Sheltered vs. Unsheltered, Yamhill County, 2017 and 2018

Source: Yamhill Community Action Partnership. Note: Point-in-time homeless count took place on January 31, 2018, and January 25, 2017.

2017	21% Percent Sheltered	25% Percent Unsheltered	54% Precariously Housed (e.g., couch surfing)	1,066 Total Homeless (PIT)
2018	17% Percent Sheltered	30% Percent Unsheltered	53% Precariously Housed (e.g., couch surfing)	1,386 Total Homeless (PIT)

In the 2016–2017 school year, 525 students experienced homelessness.

Exhibit 58. Students Experiencing Homelessness, Yamhill County and Oregon, 2016–2017 School Year

Source: Oregon Department of Housing and Community Services.

Yamhill County	3% Percent of Homeless Students	525 Total Homeless Students	16,791 Total Students
Oregon	4% Percent of Homeless Students	25,088 Total Homeless Students	578,947 Total Students

Commuting Trends

McMinnville is part of the complex, interconnected economy of Yamhill County that is considered part of the Portland metropolitan region by the US Census Bureau. Of the more than 14,600 people who work in McMinnville, about 62% of workers commute into McMinnville from other areas, (most notably Portland, Salem, and Newberg).

About 9,038 people commute into McMinnville for work, and 8,657 people commute out of McMinnville for work.

Exhibit 59. Commuting Flows, McMinnville 2015

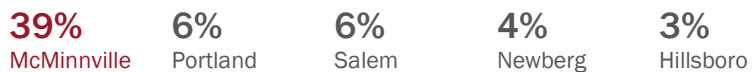
Source: US Census Bureau, Census On the Map.



Nearly 40% of people who live in McMinnville also work in McMinnville.

Exhibit 60. Places Where McMinnville Residents Were Employed, 2015

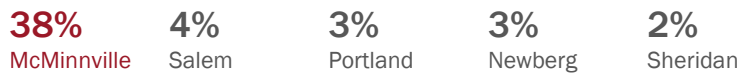
Source: US Census Bureau, Census On the Map.



More than 60% of McMinnville workers live somewhere else and commute into the City.

Exhibit 61. Places Where Workers Who Are Employed in McMinnville Live, 2015

Source: US Census Bureau, Census On the Map.

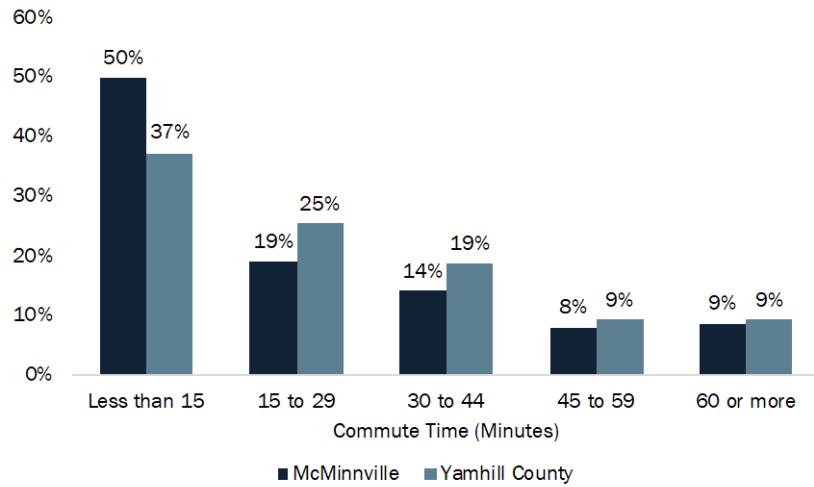


Half of McMinnville residents had a commute time of less than 15 minutes compared to the 37% of Yamhill residents.

Just under 70% of McMinnville residents have a commute time of less than 30 minutes.

Exhibit 62. Commute Time by Place of Residence, McMinnville and Yamhill County, 2012–2016

Source: US Census Bureau, 2012–2016 ACS Table B08303.



Regional and Local Trends Affecting Affordability in McMinnville

This section describes changes in sales prices, rents, and housing affordability in McMinnville, Yamhill County, and comparison cities. The section uses 2012–2016 ACS data, as findings are not safe harbor assumptions (which require use of data from the 2013–2017 census).

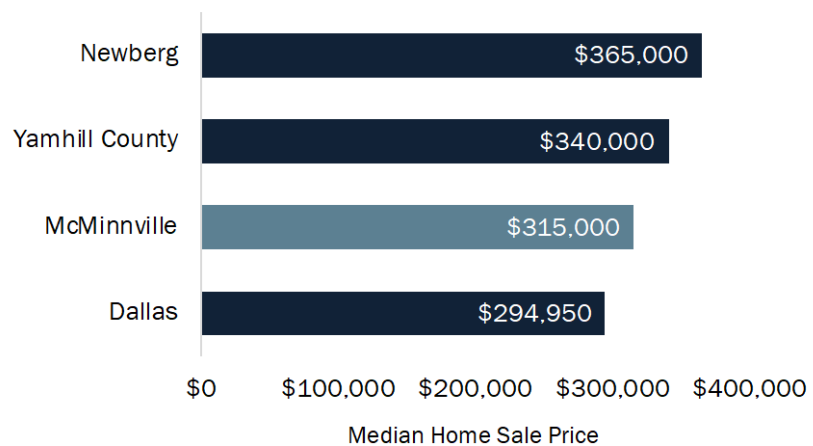
Changes in Housing Costs

With a median sales price of \$315,000 in February 2019, McMinnville’s housing sales prices are slightly lower than that of Yamhill County. McMinnville housing prices are increasing, and they have outpaced growth in median household incomes.

McMinnville’s median home sales price was lower than the County’s median home sales price in February 2019 (by \$25,000).

Exhibit 63. Median Sales Price, McMinnville and Comparison Geographies, February 2019

Source: Redfin.

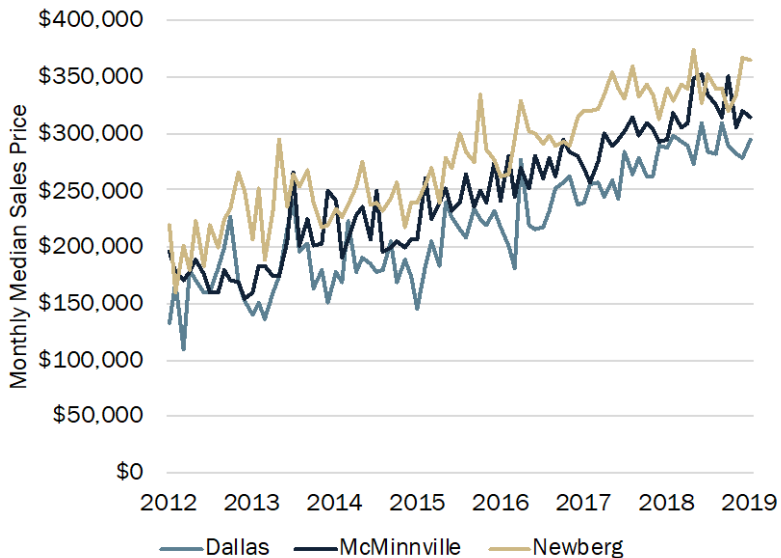


Between February of 2012 and February of 2019, median home sales prices in McMinnville rose steadily, increasing from \$196,400 to \$350,000.

In this same time, McMinnville’s median home sales price increased by 78%. In comparison, Dallas’s median home sales price increased by 108% and Newberg’s by 70%.

Exhibit 64. Monthly Median Sales Price, McMinnville and Comparison Geographies, February 2012 through February 2019

Source: Redfin Median Sales Data 2018.

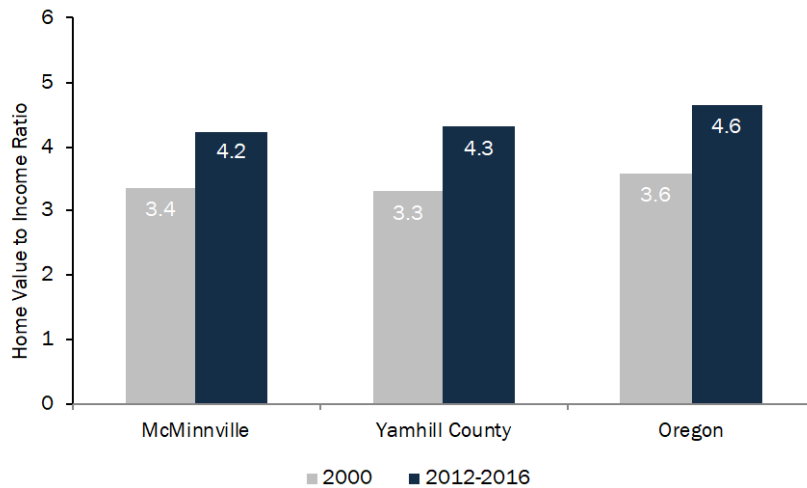


Since 2000, housing costs in McMinnville, like comparison regions, have increased faster than incomes.

The median value of a house in McMinnville was 3.4 times the median household income in 2000 and 4.2 times median household income in 2012–2016.

Exhibit 65. Ratio of Median Housing Value to Median Household Income, McMinnville, Yamhill County, and Oregon, 2000 to 2012–2016⁴⁶

Source: US Census Bureau, 2000 Decennial Census, Tables HCT012 and H085, and 2012–2016 ACS, Tables B19013 and B25077.



⁴⁶ This ratio compares the median value of housing in McMinnville and other places to the median household income. Inflation-adjusted median owner values in McMinnville increased from \$187,469 in 2000 to \$200,800 in 2012–2016. Over the same period, median income decreased from \$55,930 to \$47,460.

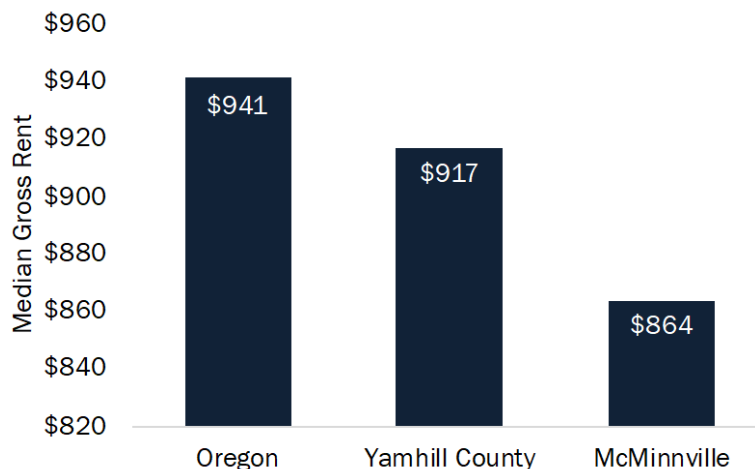
Changes in Rental Costs

Rent costs in McMinnville are lower than in Yamhill County and Oregon as a whole. The following charts show gross rent (which includes the cost of rent plus utilities) for McMinnville in comparison to the County and State. The section uses 2012–2016 ACS data, as findings are not safe harbor assumptions (which require use of data from the 2013–2017 census).

The median gross rent in McMinnville is \$864, which is \$53 lower than Yamhill's median and \$77 lower than Oregon's median.

Exhibit 66. Median Gross Rent in McMinnville, Yamhill County, and Oregon, 2012–2016

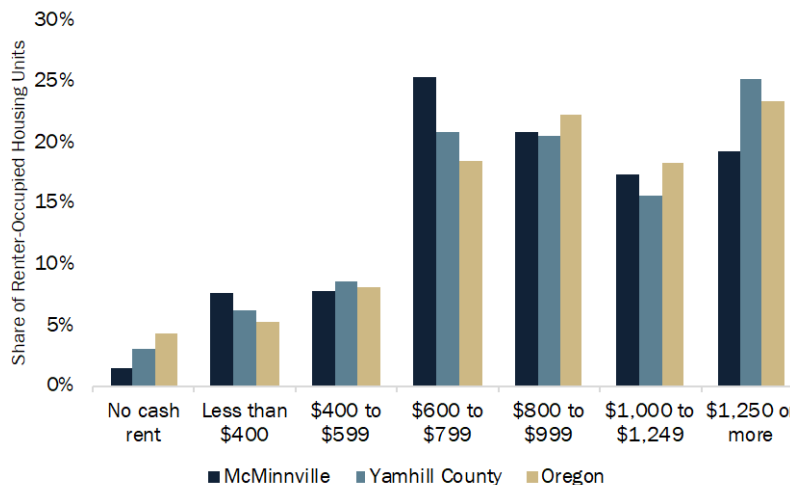
Source: US Census Bureau, 2012–2016 ACS Table B25064.



About 62% of renters in McMinnville pay less than \$1,000 per month. About 19% of McMinnville's renters pay \$1,250 or more in gross rent per month, a smaller share than Yamhill County (25%) and Oregon (23%).

Exhibit 67. Gross Rent in McMinnville, Yamhill County, and Oregon, 2012–2016

Source: US Census Bureau, 2012–2016 ACS Table B25063.



Housing Affordability

A typical standard used to determine housing affordability is that a household should pay no more than 30% of household income for housing, including payments and interest or rent, utilities, and insurance. HUD guidelines indicate that households paying more than 30% of their income on housing experience “cost burden,” and households paying more than 50% of their income on housing experience “severe cost burden.” Using cost burden as an indicator is one method of determining how well a city is meeting the Goal 10 requirement to provide housing that is affordable to all households in a community.

About 36% of McMinnville’s households are cost burdened. Renters experience much higher rates of cost burden than homeowners: 52% of renter households in McMinnville are cost burdened, compared with 25% of homeowners. Overall, McMinnville has a similar share of cost-burdened households as Yamhill County and the State overall. McMinnville also has a smaller share of cost-burdened households (total) and cost-burdened renter households than other cities in close proximity (Newberg, Independence, and Monmouth).

For example, about 23% of McMinnville households have incomes of less than \$25,000 per year, which is about 50% of McMinnville’s median household income. Based on HUD’s 30% cost-burden threshold, these households can afford monthly housing costs of less than \$629 per month. Most, but not all, of these households are cost burdened. For instance, as Exhibit 72 illustrates, 86% of households earning less than \$20,000 per year are cost burdened while only 20% of households earning between \$50,000 and \$75,000 are cost burdened.

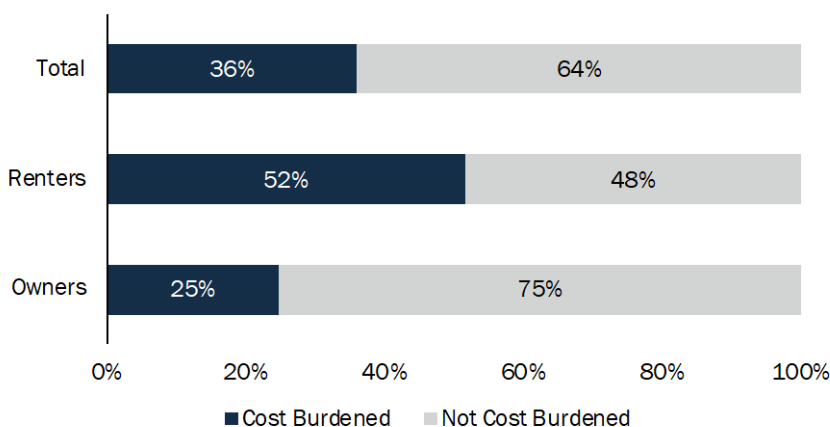
The section uses 2012–2016 ACS data, as findings are not safe harbor assumptions (which require use of data from the 2013–2017 census).

Renters are much more likely to be cost burdened than homeowners.

Cost-burden rates are higher among renters in McMinnville than among homeowners. In 2016, about 52% of renters were cost burdened, compared to 25% of homeowners.

Exhibit 68. Housing Cost Burden by Tenure, McMinnville, 2012–2016

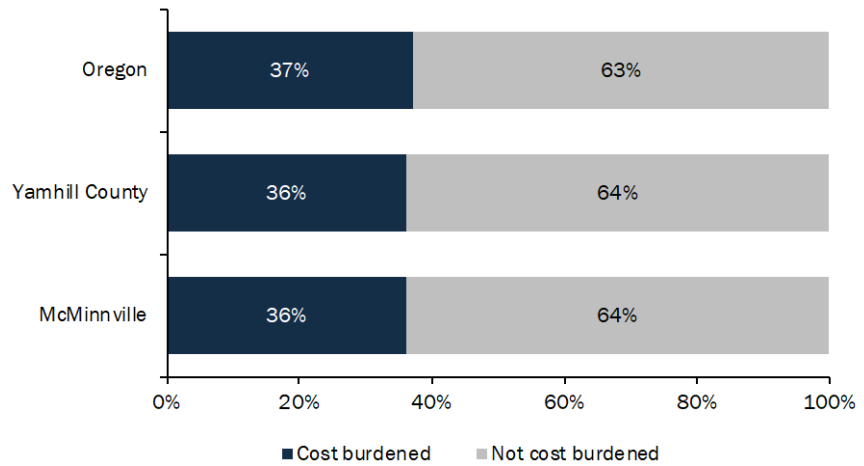
Source: US Census Bureau, 2012–2016 ACS Tables B25091 and B25070.



The share of McMinnville households that are cost burdened is similar to the share of cost-burdened households in the County and State.

Exhibit 69. Housing Cost Burden, McMinnville and Comparison Regions, 2012–2016

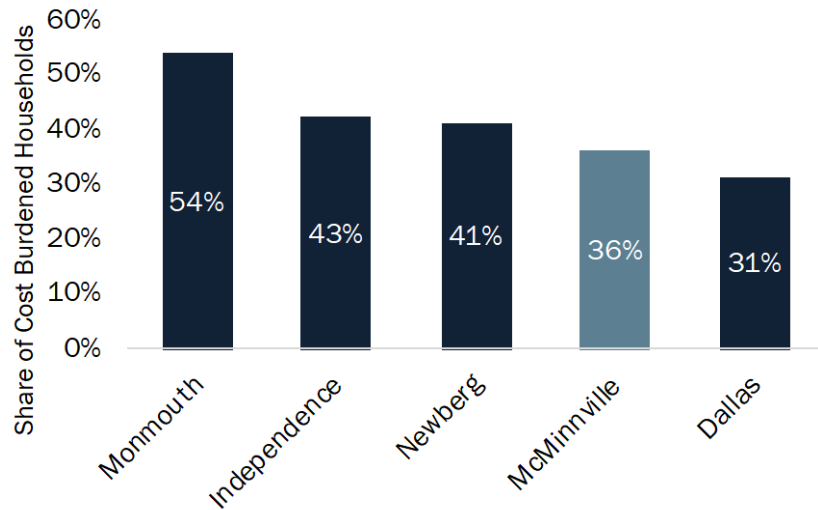
Source: US Census Bureau, 2012–2016 ACS Tables B25091 and B25070.



Other communities in the region have a larger share of cost-burdened households than McMinnville does.

Exhibit 70. Cost-Burdened Households, McMinnville and Comparison Cities, 2012–2016

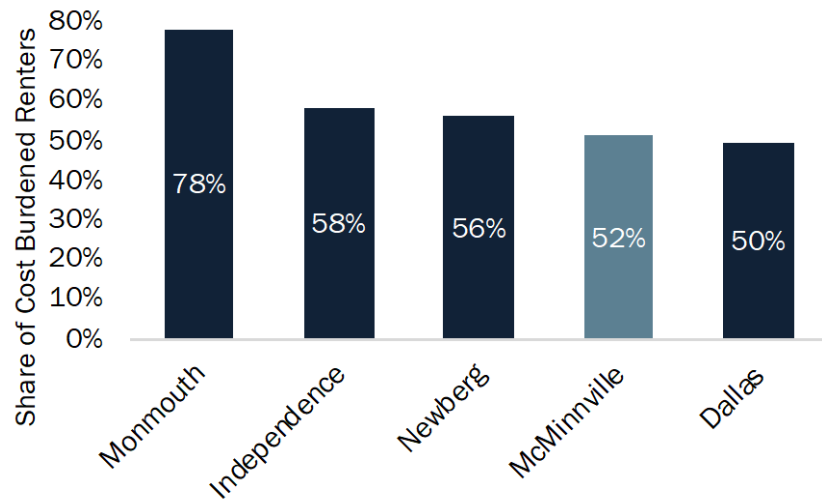
Source: US Census Bureau, 2012–2016 ACS Tables B25091 and B25070.



Similar to other comparison cities in the region, over half of renter households in McMinnville are cost burdened.

Exhibit 71. Cost-Burdened Renter Households, McMinnville and Comparison Cities, 2012–2016

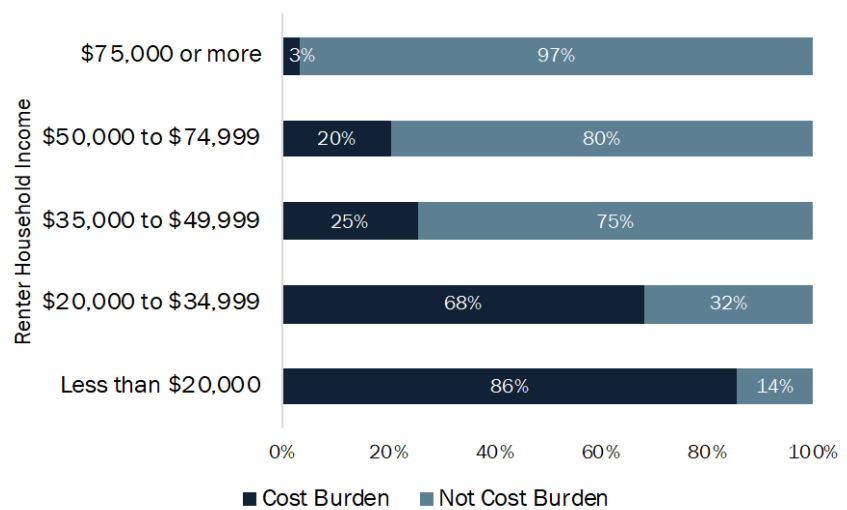
Source: US Census Bureau, 2012–2016 ACS Table B25070.



Households with incomes less than \$35,000 experience much higher rates of cost burden than higher-income households. Eighty-six percent of households, making less than \$20,000 per year were cost burdened and 68% of households making between \$20,000 and \$35,000 were cost burdened.

Exhibit 72. Cost-Burdened Households by Household Income, McMinnville, 2013–2017

Source: US Census Bureau, 2013–2017 ACS Table B25074.



While cost burden is a common measure of housing affordability, it does have some limitations. Two important limitations are:

- A household is defined as cost burdened if the housing costs exceed 30% of their income, regardless of actual income. The remaining 70% of income is expected to be spent on nondiscretionary expenses, such as food or medical care, and on discretionary expenses. Households with higher incomes may be able to pay more than 30% of their income on housing without impacting the household’s ability to pay for necessary nondiscretionary expenses. Thus, some households with higher incomes may choose housing that technically results in cost burden, even if other housing options are available that would not result in cost burden.
- Cost burden compares income to housing costs and does not account for accumulated wealth. As a result, the estimate of how much a household can afford to pay for housing does not include the impact of a household’s accumulated wealth. For example, a household with retired people may have relatively low income but may have accumulated assets (such as profits from selling another house) that allow them to purchase a house that would be considered unaffordable to them based on their household income.

Another way of exploring the issue of financial need is to review housing affordability at varying levels of household income.

Fair market rent for a 2-bedroom apartment in Yamhill County is \$1,330

Exhibit 73. HUD Fair Market Rent (FMR) by Unit Type, Yamhill County, 2018

Source: US Department of Housing and Urban Development.

\$1,026	\$1,132	\$1,330	\$1,935	\$2,343
Studio	1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom

A household must earn at least \$25.58 per hour to afford a two-bedroom unit in Yamhill County.

Exhibit 74. Affordable Housing Wage, Yamhill County, 2018

Source: US Department of Housing and Urban Development; Oregon Bureau of Labor and Industries.

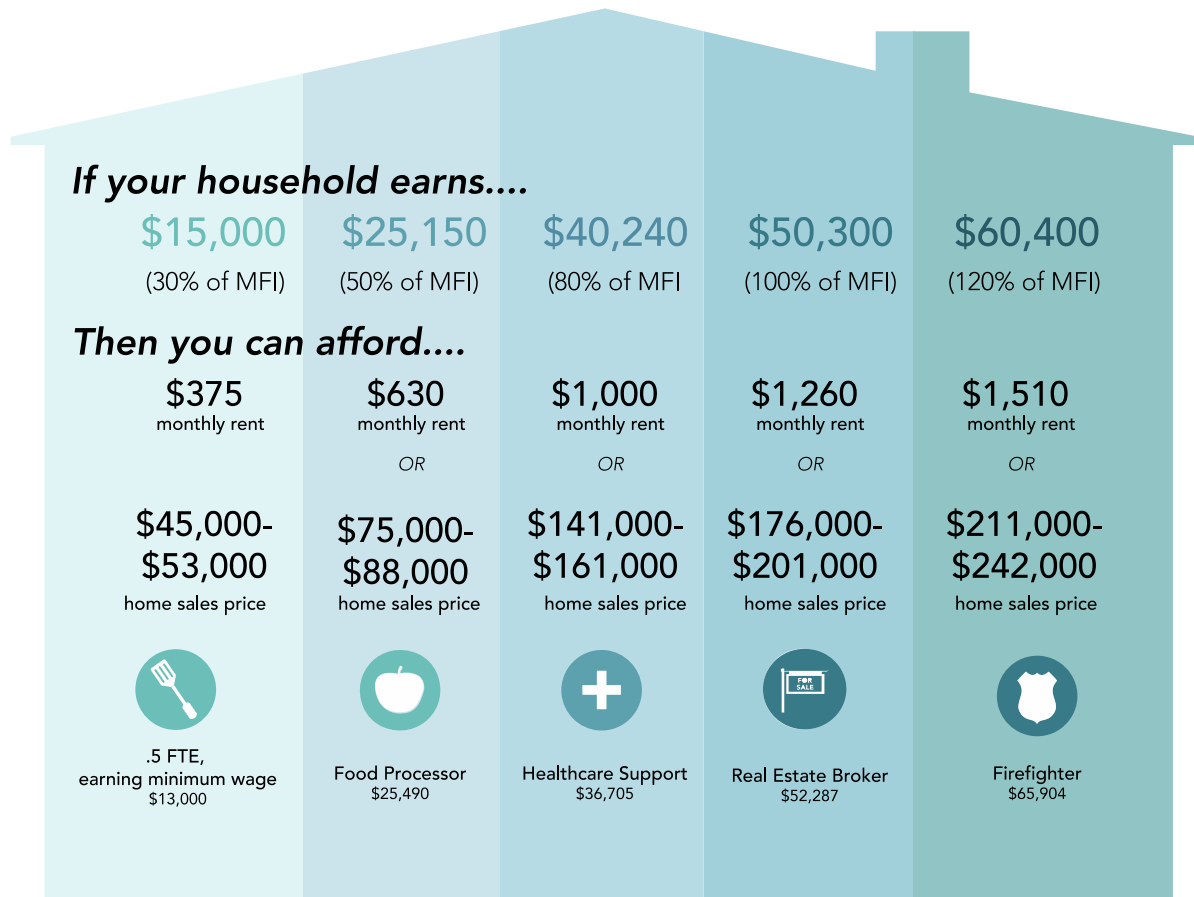
\$25.58/hour

Affordable Housing Wage for Two-Bedroom Unit in Yamhill County

A household earning the median household income (\$50,300) can afford a monthly rent of about \$1,260 or a home roughly valued between \$176,000 and \$201,000, as illustrated in Exhibit 75. A family earning the median family income (\$58,620) can afford a monthly rent of about \$1,470 or a home roughly valued between \$205,000 and \$234,000.

Exhibit 75. Financially Attainable Housing, by Median Household Income (MHI), McMinnville (\$50,300), 2017

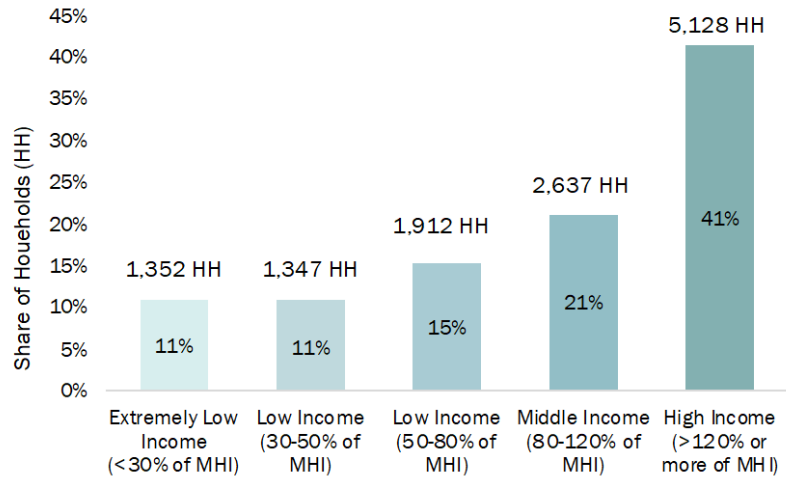
Source: US Census Bureau, 2013–2017 ACS Table B25119.



About 52% of McMinnville’s households have incomes less than \$53,200 and cannot afford a two-bedroom apartment at Yamhill County’s fair market rent (FMR) of \$1,330.

Exhibit 76. Share of Households, by Median Household Income (MHI) for McMinnville (\$50,300), 2017

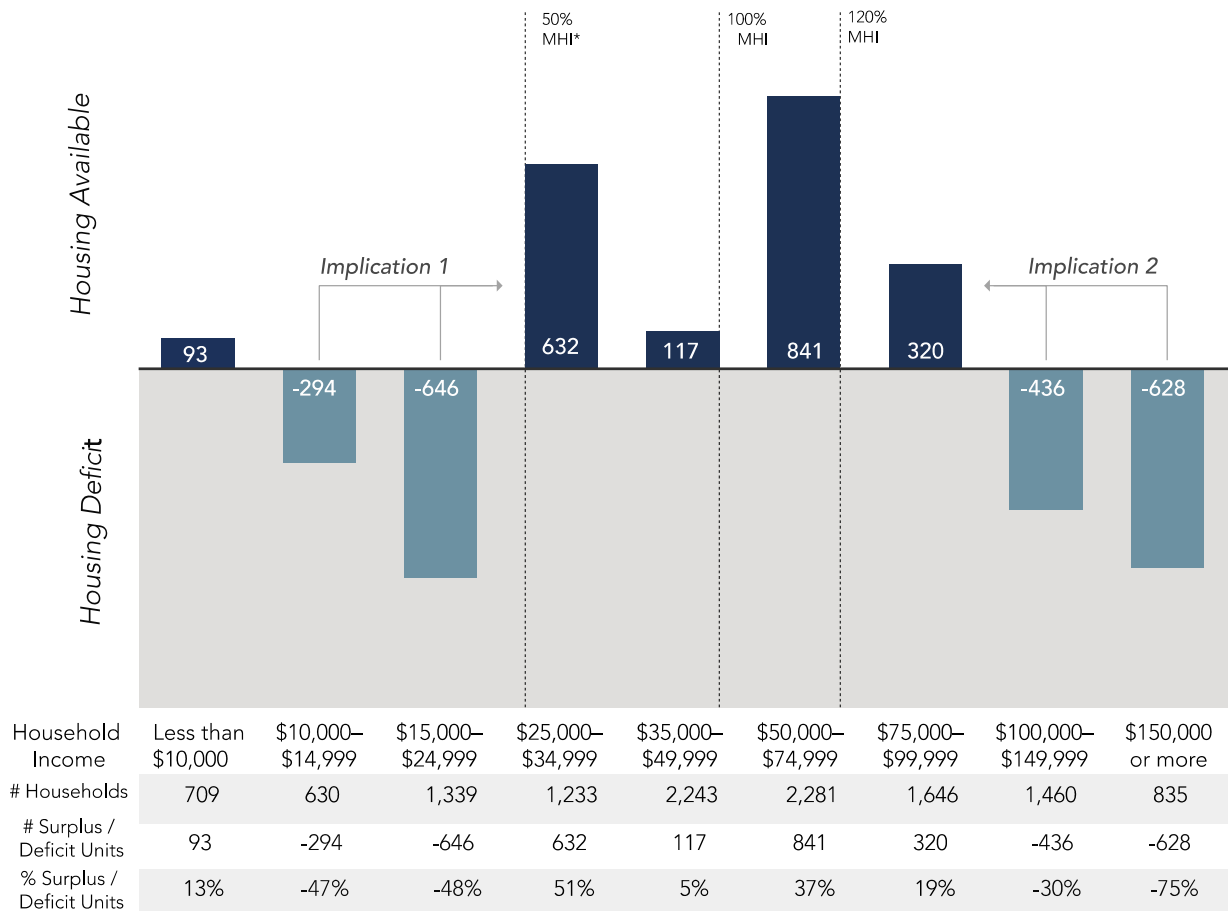
Source: US Census Bureau, 2013–2017 ACS Table 19001 and B25119.



Comparing the number of households by income with the number of units affordable to those households in McMinnville reflects a current deficit of housing affordable to households earning between \$10,000 and \$25,000 annually and households earning \$100,000 or more annually. McMinnville has a deficit of all types of government-assisted housing; more affordable housing types (such as manufactured housing in parks and lots, small-homes, duplexes, triplexes, quadplexes, small-lots, and apartments); and housing types of higher values (such as high-amenity or executive housing).

Exhibit 77. Affordable Housing Costs and Units by Income Level, McMinnville, 2017

Source: US Census Bureau, 2012–2016, ACS Table B19001, B25075, and B25063



*ACS 2013-2017 five-year estimates, table S1903.

Implication 1

Some lower-income households live in housing that is more expensive than they can afford because affordable housing is not available. These households are cost burdened.

Implication 2

Some higher-income households choose housing that costs less than they can afford. This may be the result of the household's preference or it may be the result of a lack of higher-cost and higher-amenity housing that would better suit their preferences.

Summary of the Factors Affecting McMinnville's Housing Needs

The purpose of the analysis thus far has been to provide background on the kinds of factors that influence housing choice, and in doing so, to convey why the number and interrelationships among those factors ensure that generalizations about housing choice are difficult to make and prone to inaccuracies.

There is no question that age affects housing type and tenure. Mobility is substantially higher for people ages 20 to 34. People in this age group will also have, on average, less income than people who are older. These factors mean that younger households are much more likely to be renters, and renters are more likely to be in multifamily housing (58% in McMinnville).

The data conveys what more detailed research has shown and what most people understand intuitively: life cycle and housing choice interact in ways that are predictable in the aggregate; age of the household head is correlated with household size and income; household size and age of household head affect housing preferences; and income affects the ability of a household to afford a preferred housing type. The connection between socioeconomic and demographic factors and housing choice is often described informally by giving names to households with certain combinations of characteristics: the "traditional family," the "never-marrieds," the "dinks" (dual-income, no kids), the "empty nesters."⁴⁷ Simply looking at the long wave of demographic trends can provide good information for estimating future housing demand.

Thus, one is ultimately left with the need to make a qualitative assessment of the future housing market. The following is a discussion of how demographic and housing trends are likely to affect housing in McMinnville over the next twenty years:

- **Growth in housing will be driven by growth in population.** Between 1990 and 2017, McMinnville's population grew by 15,771 people or 88%. The population in McMinnville's UGB is forecast to grow from 36,238 (in 2021) to 47,498 (in 2041), an increase of 11,260 people (31%).⁴⁸
- **Housing affordability will be a growing challenge in McMinnville.** Housing affordability is a challenge in Oregon in general, and McMinnville is affected by this statewide trend. Housing prices are increasing faster than incomes in McMinnville and Yamhill County, consistent with state and national challenges. While 23% of McMinnville housing is multifamily housing, the County has a relatively small supply of multifamily housing (15%), which constrains the supply of affordable housing for the region—thus affecting the City.⁴⁹ For instance, over half of renters in McMinnville are

⁴⁷ See *Planning for Residential Growth: A Workbook for Oregon's Urban Areas* (June 1997).

⁴⁸ This forecast is based on McMinnville's official forecast from the Oregon Population Forecast Program for the 2021 to 2041 period.

⁴⁹ The share of multifamily housing stock is driven by demographics and market factors. Often, as the population within cities increases, the share of single-family detached housing decreases.

cost burdened, which is indicative of a lack of affordable rental units, such as multifamily and other housing types (e.g., single-family detached and single-family attached dwelling units). McMinnville’s key challenge over the next twenty years is providing opportunities for not only the development of housing of all types but development across the affordability spectrum; in particular, there is a need for more affordable housing types, which developers may be less incentivized to develop.

- **Without substantial changes in housing policy (at all levels of government), on average, future housing will look a lot like past housing.** That is the assumption that underlies any trend forecast, and one that allows some quantification of the composition of demand for new housing.

The City’s residential policies can impact the amount of change in McMinnville’s housing market to some degree. If the City adopts policies to increase opportunities to build housing types that are affordable to low- and moderate-income households, a larger percentage of new housing developed over the next twenty years in McMinnville may be relatively affordable compared to the past.

Examples of policies that the City could adopt to achieve this outcome include (1) allowing a wider range of housing types (e.g., duplexes, triplexes, town houses, cottage clusters, or single-lot small-home subdivisions) in single-family zones to promote inclusivity and equity, ensuring that there is sufficient land zoned to allow single-family attached and multifamily housing and other innovative affordable housing development; (2) supporting development of government-subsidized affordable housing, and (3) encouraging multifamily residential development in downtown. Ultimately, the degree of change in McMinnville’s housing market, however, will depend on market demand for these types of housing in McMinnville, Yamhill County, and the greater region.

- **If the future differs from the past, and policy changes are prescribed, the future of housing in McMinnville is likely to move in the direction (on average) of smaller units and more diverse housing types.** Most, but not all, of the demographic evidence suggests that the bulk of the change should be in the direction of smaller average house and lot sizes for single-family housing. This includes providing opportunities for development of smaller single-family detached homes, town homes, and multifamily housing.

Key demographic and economic trends that will affect McMinnville’s future housing needs are:(1) the aging of Baby Boomers, (2) the aging of Millennials, and (3) the continued growth of the Hispanic and Latino population.

- *The Baby Boomer population is continuing to age.* By 2041, people 60 years and older will account for about 28% of the population in McMinnville (up from 23% in 2017). As the population ages, household sizes and homeownership rates will decrease. The majority of Baby Boomers are expected to remain in their homes as long as possible, downsizing or moving when illness or other issues cause them to move. With Baby Boomers’ debt “reaching \$5.3 trillion by 2030. Many retirees may [also] downsize their homes to pay off debt and boost retirement savings,”

which will open up housing opportunities for Gen Xers and Millennials.⁵⁰ Demand for specialized senior housing may grow in McMinnville, such as visitable age-restricted housing and housing in a continuum of care (from independent living to in-home nursing care).

- *Millennials will continue to age.* By 2041, Millennials will be roughly between about 41 years old to 61 years old. As they age, generally speaking, their household sizes will increase, and homeownership rates will peak by about age 55. Between 2021 and 2041, Millennials will be a key driver in demand for housing for families with children. The ability to retain Millennials will depend on availability of affordable rental and ownership housing. The decline in homeownership among the Millennial generation has more to do with financial barriers rather than the preference to rent.⁵¹
- *The Hispanic and Latino population will continue to grow.* The US Census projects that by about 2041, the Hispanic and Latino population will account for about one-quarter of the nation's population. The share of the Hispanic and Latino population in the western United States is likely to be higher. The Hispanic and Latino population currently accounts for about 22% of McMinnville's population. In addition, the Hispanic and Latino population is generally younger than the U.S. average, with many Hispanic and Latino people belonging to the Millennial generation.

Hispanic and Latino population growth will be an important driver in growth of housing demand, both for owner- and renter-occupied housing. Growth in the Hispanic and Latino population will drive demand for larger housing for families with children. Given the lower income for Hispanic and Latino households, especially first-generation immigrants, growth in this group will also drive demand for affordable housing, both for ownership and renting.⁵²

In summary, an aging population, increasing housing costs (although lower than the region), housing affordability concerns for Millennials and the Hispanic and Latino populations, and other variables support the need for a broader array of housing choices than are available today.

⁵⁰ V. Srinivas and U. Goradia, "The Future of Wealth in the United States," Deloitte Insights, 2015. <https://www2.deloitte.com/insights/us/en/industry/investment-management/us-generational-wealth-trends.html>

⁵¹ Ibid.

⁵² The following articles describe housing preferences and household income trends for Hispanic and Latino families, including differences in income levels for first-, second-, and third-generation households. In short, Hispanic and Latino households have a lower median income than the national averages. First- and second-generation Hispanic and Latino households have median incomes below the average for all Hispanic and Latino households. Hispanic and Latino households have a strong preference for homeownership, but availability of mortgages and availability of affordable housing are key barriers to homeownership for this group.

Pew Research Center, *Second-Generation Americans: A Portrait of the Adult Children of Immigrants*, February 7, 2012.

National Association of Hispanic Real Estate Professionals, *2014 State of Hispanic Homeownership Report*.

Growth of seniors will drive demand for smaller single-family detached housing and town homes, as well as multifamily rentals, age-restricted housing, and assisted-living facilities. Growth in Millennials and the Hispanic and Latino population will drive demand for smaller and larger affordable housing types, including demand for single-family units (many of which may be ownership units) and for multifamily units (many of which may be rental units). Growth in the Hispanic and Latino population and the aging of the Baby Boomer generation will increase demand for multigenerational housing. McMinnville's share of households (41%) earning more than 120% of median household income will increase demand for high-amenity housing or all types.

The purpose of the housing forecasting in this study is to get an approximate idea about the future so policy choices can be made today. Economic forecasters regard any economic forecast more than three (or at most five) years out as highly speculative. At one year, one is protected from being disastrously wrong by the sheer inertia of the economic machine. But a variety of factors or events could cause growth forecasts to be substantially different.

5. Housing Need in McMinnville

This chapter analyzes housing needs in McMinnville for the next 5, 10, 20, and 46 years. Much of the emphasis is on the 20-year forecast, as it is required by Goal 10. The analysis also provides projections of housing by type. Depending on the development configurations and character of McMinnville’s neighborhoods, different areas of the City may have distinct or dissimilar housing types and densities. The aggregate total density is used in this analysis, as well as densities that correspond to current zoning classifications.

Project New Housing Units Needed in the Next 5, 10, 20, and 46 Years

The results of the housing needs analysis are based on (1) the official population forecast for growth in McMinnville over the 5-, 10-, 20-, and 46-year planning periods, (2) information about McMinnville’s housing market relative to Yamhill County and nearby comparison cities, and (3) the demographic composition of McMinnville’s existing population and expected long-term changes in the demographics of Yamhill County.

Projection for Housing Growth

This section describes the key assumptions and presents an estimate of new housing units needed in McMinnville between 2021 and 2041, shown in Exhibit 78. The key assumptions are based on the best available data and may rely on safe harbor provisions (or safe harbor methodologies), when available.⁵³

- **Population.** A 20-year population forecast (in this instance, 2021 to 2041) is the foundation for estimating needed new dwelling units. McMinnville’s urban area is forecast to grow from 36,238 persons in 2021 to 47,498 persons in 2041, an increase of 11,260 people.⁵⁴
- **Persons in Group Quarters.** Typically, persons in group quarters do not consume standard housing units: thus, any forecast of new people in group quarters is typically derived from the population forecast for the purpose of estimating housing demand. Group quarters can have a big influence on housing in cities with colleges (dorms), prisons, or a large elderly population (nursing homes). In general, any new requirements for these housing types will be met by institutions (colleges,

⁵³ A safe harbor is an assumption that a city can use in a housing needs analysis, which the State has said will satisfy the requirements of Goal 14. OAR 660-024 defines a safe harbor as “an optional course of action that a local government may use to satisfy a requirement of Goal 14. Use of a safe harbor prescribed in this division will satisfy the requirement for which it is prescribed. A safe harbor is not the only way, or necessarily the preferred way, to comply with a requirement and it is not intended to interpret the requirement for any purpose other than applying a safe harbor within this division.”

⁵⁴ This forecast is based on McMinnville’s official forecast from the Oregon Population Forecast Program for the 2021 to 2041 period.

government agencies, health-care corporations) operating outside what is typically defined as the housing market. Nonetheless, group quarters require residential land. They are typically built at densities that are comparable to that of multifamily dwellings.

The 2013–2017 American Community Survey shows that 5% of McMinnville’s population was in group quarters. However, the population in group quarters, in total number, has declined over the last decade. City of McMinnville staff and the Project Advisory Committee considered three options⁵⁵ to address the population in group quarters. Staff recommended—and the majority of the Project Advisory Committee agreed—that for the purpose of this analysis, we assume that group quarters will be met through the same land needs as the net new population without allocating housing to group quarters separately (option 3). This assumption does not mean that we are assuming zero group quarters for the planning periods.

- **Household Size.** OAR 660-024 established a safe harbor assumption for average household size—which is the figure from the current Decennial Census at the time of the analysis. According to the 2013–2017 American Community Survey, the average household size in McMinnville was 2.55 people. Thus, for the 2021 to 2041 period, we assume an average household size of 2.55 persons.
- **Vacancy Rate.** The Census defines vacancy as "unoccupied housing units . . . determined by the terms under which the unit may be occupied, e.g., for rent, for sale, or for seasonal use only." The Census determines vacancy status and other characteristics of vacant units by enumerators obtaining information from property owners and managers, neighbors, rental agents, and others.

Vacancy rates are cyclical and represent the lag between demand and the market’s response to demand for additional dwelling units. Vacancy rates for rental and

⁵⁵ **Option 1:** Use the “share method,” then assign one person per group quarter, and assign group quarters to land need at the same density as multifamily development.

Option 2a: Use the “share method,” then assign an analogous household size, and then apply that to the population to calculate land needs. Two Project Advisory Committee members requested this method instead of Option 1.

Option 2b: Use the “share method,” then assign a direct group quarters population per acre estimate. This method directly assigns population density for group quarters rather than rely on use of an interim assignment step analogous to household size.

Option 3: Do not use the “share method.” Instead, use assumptions and methods based on McMinnville-specific group quarters data and PSU’s official population forecast for McMinnville. This option assigns all new net population growth to housing units. This method assumes the population in group quarters at Linfield and the jail will remain relatively constant. The population in other group quarters represents less than 1% of McMinnville’s current population. Group quarters have also remained relatively constant and have not experienced a consistent growth trend in recent years. The group quarters population segment represents a declining share of overall population. The needed housing mix reflects a higher share of multifamily housing than the historic share. The land needs and densities for multifamily housing and group quarters are assumed to be equivalent. Without differentiating between population in multifamily housing and group quarters, the identified land needs would meet the same needs, whether the population is in housing or in group quarters.

multifamily units are typically higher than those for owner-occupied and single-family dwelling units.

OAR 660-024 established a safe harbor assumption for vacancy rate—which is the figure from the current Census. According to the 2013–2017 American Community Survey, McMinnville’s vacancy rate was 5.4%. For the 2021 to 2041 period, we assume a vacancy rate of 5.4%.

McMinnville will need 4,657 new dwelling units over the 20-year period from 2021 to 2041, or an average of 233 dwelling units annually.

Exhibit 78. Forecast of Demand for New Dwelling Units, McMinnville UGB, 2021 to 2041

Source: Calculations by ECONorthwest

Variable	New Dwelling Units (2021-2041)
Change in persons	11,260
Average household size	2.55
New occupied DU	4,416
<i>times</i> Aggregate vacancy rate	5.4%
<i>equals</i> Vacant dwelling units	241
Total new dwelling units (2021-2041)	4,657
Annual average of new dwelling units	233

Exhibit 79 presents McMinnville’s forecast of demand for new dwelling units over McMinnville’s other various planning horizons. It shows that McMinnville will have demand for about 1,136 new dwelling units between 2021 and 2026, and another 1,169 new dwelling units between 2026 and 2031 (totaling 2,305 for the 10-year period). McMinnville will have demand for approximately 10,986 new dwelling units for the 46-year period between 2021 and 2067.

Exhibit 79. Forecast of Demand for New Dwelling Units in 5, 10, 20, and 46 years, McMinnville UGB, 2021–2026, 2021–2031, 2021–2041, and 2021–2067

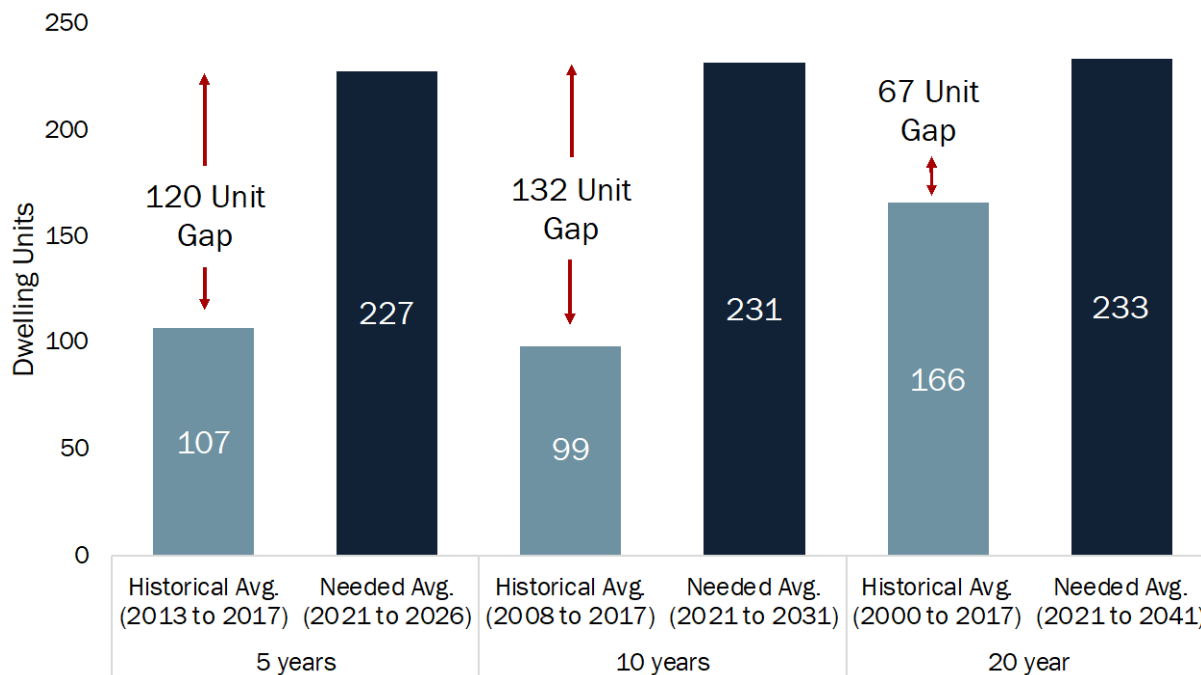
Source: Calculations by ECONorthwest

Variable	New Dwelling Units			
	5-Year (2021 to 2026)	10-Year (2021 to 2031)	20-Year (2021 to 2041)	46-Year (2021 to 2067)
Change in persons	2,746	5,575	11,260	26,565
Average household size	2.55	2.55	2.55	2.55
New occupied DU	1,077	2,186	4,416	10,418
<i>times</i> Aggregate vacancy rate	5.4%	5.4%	5.4%	5.4%
<i>equals</i> Vacant dwelling units	59	119	241	568
Total new dwelling units	1,136	2,305	4,657	10,986
Annual average of new dwelling units	227	231	233	234

As illustrated in Exhibit 80, if production of housing in McMinnville follows historic trends, the market will not produce enough housing to meet all of McMinnville’s projected housing needs.

Exhibit 80. Comparison of Historical Production and Future Demand for Housing, McMinnville, 2000–2017 and 2021–2041

Source: City of McMinnville permit database. Calculations by ECONorthwest.



The projected growth before 2021 has been removed from this analysis, as the buildable lands inventory was updated through December 2021. This update accounted for actual growth that occurred through 2021.

Projection for Housing Growth by Housing Type

This section describes the factors that influenced the assumptions for the housing forecast. It also presents the housing forecast by housing type. Appendix B outlines the scenario models presented to the Project Advisory Committee, which informed their recommendation for housing mix (a core assumption for the housing forecast).

Factors Influencing the Needed Mix and Density Determination

With a population over 25,000, McMinnville is subject to the provisions of ORS 197.296(1)-(9). Goal 10 requires cities to make a housing needs projection. OAR 660-008(4) provides the specific guidance:

- (4) A housing needs projection refers to a local determination, justified in the plan, of the mix of housing types, amounts, and densities that will be:
 - (a) commensurate with the financial capabilities of present and future area residents of all income levels during the planning period;

- (b) consistent with any adopted regional housing standards, state statutes, and Land Conservation and Development Commission administrative rules; and
- (c) consistent with Goal 14 requirements.

To make the housing needs determination, we use the information presented in the housing needs analysis. We use the following definitions to distinguish between housing need and housing market demand, which we believe to be consistent with definitions in state policy:

- *Housing need* can be defined broadly or narrowly. The broad definition is based on the mandate of Goal 10 that requires communities to plan for housing that meets the needs of households at all income levels. Goal 10, though it addresses housing, emphasizes the impacts on the households that need that housing. Since everyone needs shelter, Goal 10 requires that a jurisdiction address, at some level, how every household (and group quarters population) will be affected by the housing market over a 20-year period. In short, housing need is addressed through the local housing needs projection.
- *Housing market demand* is what households demonstrate they are willing or able to purchase (own or rent) in the market place. Growth in population means growth in the number of households, which implies an increase in demand for housing units. That demand is met primarily by the construction of new housing units by the private sector based on its judgments about the types of housing that will be absorbed by the market. ORS 197.296 includes a market supply component, called a buildable land needs analysis,⁵⁶ which must consider the density and mix of housing developed over the previous five years or since the current periodic review, whichever is greater. In concept, what got built in that five-year period, or longer, was the effective demand for new housing of those who can afford to purchase housing in the market: it is the local equilibrium of demand factors, supply factors, and price.

Cities are required to determine the average density and mix of needed housing over the next 20 years (ORS 197.296(7)). McMinnville is using a 2021 to 2041 analysis period. The determination of needed density and mix over the 2021 to 2041 period must consider the five factors listed in ORS 197.296(5) that may affect future housing need:

- (a) Except as provided in paragraphs (b) and (c) of this subsection, the determination of housing capacity and need pursuant to subsection (3) of this section must be based on data relating to land within the urban growth boundary that has been collected since the last periodic review or five years, whichever is greater. The data shall include:
 - (A) the number, density, and average mix of housing types of urban residential development that have actually occurred;
 - (B) trends in density and average mix of housing types of urban residential development;

⁵⁶ ORS 197.296 (E) The number, density and average mix of housing types that have occurred on the buildable lands described in subsection (4)(a) of this section.

- (C) demographic and population trends;
- (D) economic trends and cycles; and
- (E) the number, density, and average mix of housing types that have occurred on the buildable lands described in subsection (4)(a) of this section.

(5)(A)(A) AND (E) AVERAGE DENSITY AND MIX

Subsections (A) and (E) require similar data. Subsection (A) requires the number, density, and average mix of housing types of urban residential development that have actually occurred; while (E) requires the same data but for housing types that have occurred on the buildable lands. The density and mix analysis presented in Chapter 3 of this report is intended to comply with these two requirements. Exhibit 81 shows the average housing mix of units by type for each zone and net density by type for each zone, and overall by zone and type.

Exhibit 81. Historical Average Density and Mix, McMinnville, 2000 through July 2018

Source: City of McMinnville Permit Database.

Plan Designation and Zone	Single-Family Detached		Single-Family Attached		Multifamily		TOTAL	
	Mix of Units	Net Density	Mix of Units	Net Density	Mix of Units	Net Density	Mix of Units	Net Density
Commercial	0%	-	0%	-	33%	31.2	10%	31.2
C-3	0%	-	0%	-	33%	31.2	10%	31.2
Residential	100%	4.8	100%	12.3	67%	16.5	90%	6.0
O-R	0%	-	0%	-	6%	7.6	2%	7.6
R-1	21%	4.0	12%	9.5	0%	-	14%	4.1
R-2	47%	4.8	45%	12.3	23%	18.6	39%	5.8
R-3	5%	5.9	19%	10.6	1%	-	5%	6.8
R-4	27%	5.4	24%	17.6	37%	19.1	30%	7.9
Total	62%	4.8	8%	12.3	31%	18.2	100%	6.6

(5)(A)(B) TRENDS IN DENSITY AND AVERAGE MIX OF HOUSING TYPES OF URBAN RESIDENTIAL DEVELOPMENT

Housing mix is the mixture of housing types (e.g., single-family detached, single-family attached, or multifamily) within a city. State law requires a determination of the future housing mix in the community and allows that determination to be based on different periods: (1) the mix of housing built in the past five years or since the most recent periodic review, whichever time period is greater, (2) a shorter time period if the data will provide more accurate and reliable information, or (3) a longer time period if the data will provide more accurate and reliable information (ORS 197.296).

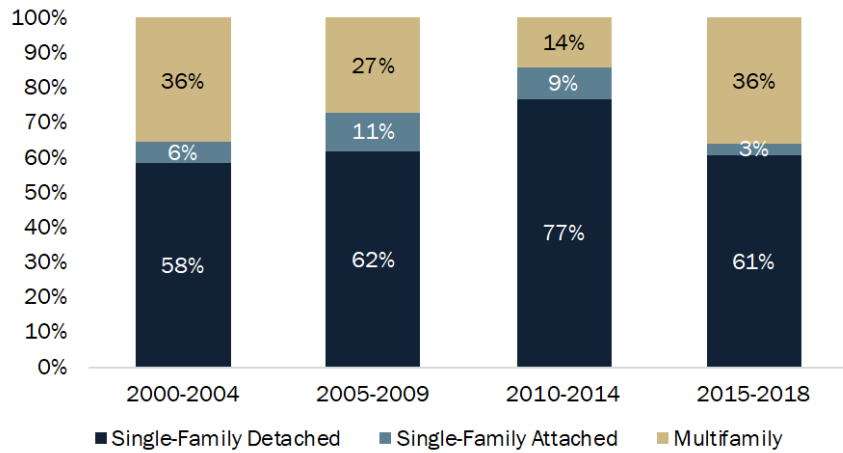
A majority share of new housing built in McMinnville, since 2000, has been single-family detached housing. Since 2015, about 36% of new housing built was multifamily, consistent with trends in the early 2000s. Single-family attached housing has consistently made up a smaller share of new housing built.

Since 2000, single-family detached housing predominated McMinnville's housing market.

Single-family attached housing consistently makes up a smaller share of the housing stock built since 2000.

Exhibit 82. Trends in Housing Mix of New Units, McMinnville, 2000 to July 2018

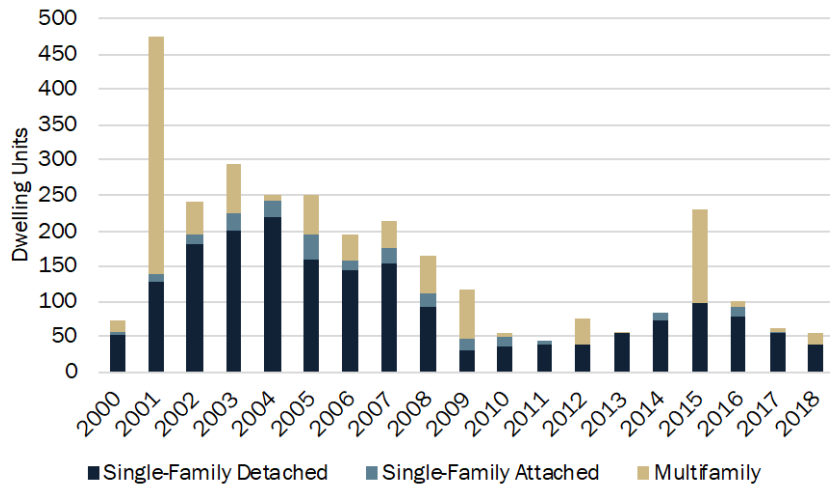
Source: McMinnville Building Permit Database.



Since 2000, 62% of housing permitted in McMinnville was single-family detached, 8% was single-family attached, and 31% was multifamily.

Exhibit 83. Trends in Housing Mix of New Units, McMinnville, 2000 to July 2018

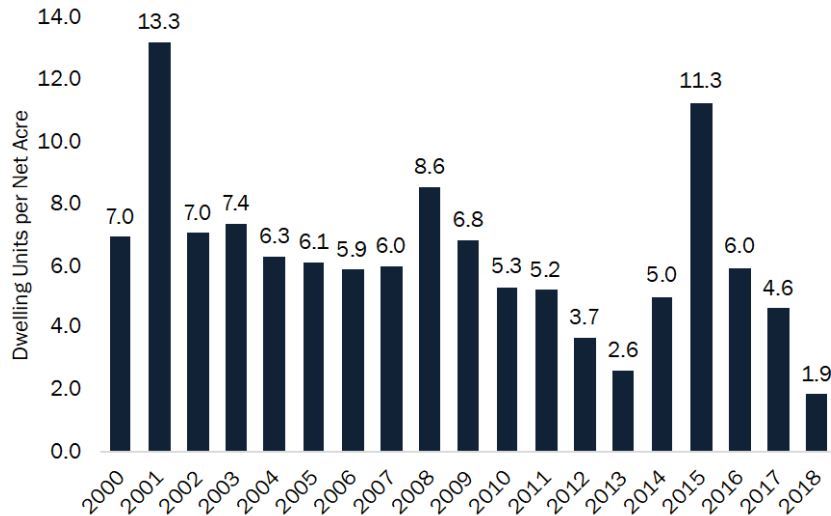
Source: McMinnville Building Permit Database.



Since 2000, McMinnville’s average net density was 6.6 dwelling units per net acre.

Exhibit 84. Trends in Net Density of New Units, McMinnville, 2000 to July 2018

Source: McMinnville Building Permit Database. Note: Net density is dwelling units per net acre.



Housing density is the density of residential units by structure type, expressed in dwelling units per net or gross acre. The US Census does not track residential development density, so this study analyzes housing density based on new development between 2000 and July 2018. Consistent with trends observed in other cities, considerable variation exists in residential density from year to year. While housing density averaged around 6.6 dwelling units per net acre since 2000, some years show a spike in density of over 10 dwelling units per net acre. In other years, density dipped below five dwelling units per net acre. Density is affected by many factors—housing type, housing mix, lot configurations, etc. With limited annual permitting, one large multifamily project can considerably change annual density findings (such as in 2001 and 2015).

(5)(A)(C) DEMOGRAPHIC AND POPULATION TRENDS

To understand what will influence McMinnville’s housing market, it is important to consider demographic and population trends. The following factors will influence needed mix and density in McMinnville’s future:

- Population in McMinnville is growing faster than the State and national average since 1990.
- Population in McMinnville is aging, and the cohort aged 60+ in Yamhill County will increase by about 56% by 2041.
- The share of the population that is Hispanic and Latino is growing faster than County and State averages since 2000. Per the most recent Decennial Census, Latino and Hispanic households were on average 1.5 persons larger.
- Overall, average household size is shrinking and the share of 1-person households in McMinnville has increased since 2000.

- Median household income and median family income is below County and State median incomes.
- While 41% of McMinnville households earn more than 120% of McMinnville’s median household income, about 50% of McMinnville households earn less than \$50,000 per year, compared to 43% of Yamhill County households.
- From 2017 to 2018, Point-in-Time homelessness increased by 30%.
- In the 2016–2017 school year, 3% of students experienced homelessness in Yamhill County.
- Approximately 13,500 people work in McMinnville, but 60% of those workers commute into McMinnville from other areas.

These trends—coupled with the forecast of new housing in McMinnville’s UGB for the 2021 to 2041 period (Exhibit 78)—suggest that, in the future, the need for new housing developed in McMinnville will include housing that is generally more affordable, with some housing located in walkable areas with access to services. Findings additionally suggest that in the future, McMinnville will need high-amenity housing types for the large share of households earning over 120% of McMinnville’s median family income. This assumption is additionally based on the following findings in the previous chapters:

- Demographic changes suggest moderate increases in demand for small-lot, small-home detached single-family housing, attached single-family housing, and multifamily housing. The key demographic trends that will affect McMinnville’s future housing needs are (1) the aging of Baby Boomers, (2) the aging of Millennials, and (3) the continued growth of the Hispanic and Latino population. Growth of these groups has the following implications for housing need in McMinnville:
 - *Baby Boomers.* Growth in the number of seniors will have the biggest impacts on demand for new housing through demand for housing types specific to seniors, such as assisted-living facilities or age-restricted developments. These households will make a variety of housing choices, including remaining in their homes as long as they are able, downsizing to smaller single-family homes (detached and attached) or multifamily units, moving into age-restricted manufactured home parks (if space is available), or moving into group housing (such as assisted-living facilities or nursing homes) as their health declines. Minor increases in the share of Baby Boomers who downsize to smaller housing will result in increased demand for smaller single-family detached, single-family attached, multifamily, and multigenerational housing types like accessory dwelling units. Some Baby Boomers may prefer housing in walkable neighborhoods with access to services.
 - *Millennials.* Over the next twenty years, Millennial households will continue to grow, but their share of the population will stay stable at about 25% of the population. The aging of Millennials will still result in increased demand for both ownership and rental opportunities, with an emphasis on housing that is

comparatively affordable. Some Millennials may prefer to locate in traditional single-family detached housing, others in town houses or multifamily housing.

- *The Hispanic and Latino population.* Growth in the number of Hispanic and Latino households will result in increased demand for housing of all types, both for ownership and rentals, with an emphasis on housing that is comparatively affordable. Hispanic and Latino households, particularly those that are foreign-born (11% of McMinnville’s population as of 2016) are more likely to be larger than average, often having more children and living in multigenerational households. The housing types that are most likely to be affordable to the majority of Hispanic and Latino households are existing lower-cost single-family housing, single-family housing with an accessory dwelling unit, and multifamily housing.
- About 36% of McMinnville’s households are cost burdened. Fifty-two percent of McMinnville’s renters are cost burdened, compared to 25% of homeowners. These factors indicate that McMinnville needs more affordable housing types, especially for renters. A household earning median household income (about \$50,300) could afford a home roughly valued between \$176,000 and \$201,000, which is below the current 2018 median sales price for single-family housing in McMinnville (about \$349,000).

McMinnville’s share of multifamily housing accounts for about 23% of the City’s housing stock. The majority of McMinnville’s multifamily buildings are five or more units (73%), indicating few “missing middle” multifamily housing types.

These findings suggest that McMinnville’s needed housing mix is for a broader range of housing types than are currently available in McMinnville’s housing stock, both for ownership and rent, as well as across the affordability spectrum. McMinnville will need to provide development opportunities over the next twenty years for traditional single-family detached housing, smaller single-family detached housing (e.g., cottages or small-lot single-family detached units), manufactured housing, accessory dwelling units, town houses, duplexes, triplexes, quadplexes, and apartment buildings. McMinnville needs housing across the affordability spectrum from affordable housing (including government-assisted housing) to high-amenity housing.

(5)(A)(D) ECONOMIC TRENDS AND CYCLES

Population growth in Oregon tends to follow economic cycles. Historically, Oregon’s economy is more cyclical than the nation’s, growing faster than the national economy during expansions and contracting more rapidly than the nation during recessions. Oregon grew more rapidly than the United States in the 1990s (which was generally an expansionary period) but lagged behind the United States in the 1980s. Oregon’s slow growth in the 1980s was primarily due to the nationwide recession early in the decade. As the nation’s economic growth slowed during 2007, Oregon’s population growth began to slow.

Despite this, McMinnville has grown at an average annual growth rate of 2.4% since 1990, faster than the nation, State, and County (1.0%, 1.4%, 1.8%). Migration is the largest component of

population growth in McMinnville. From 2000 to 2016, 67% of Yamhill County's new population (13,477 people) was a result of migration. According to the Joint Center for Housing Studies of Harvard, immigration will continue to play a role in accelerating growth in the coming years unless affected by macro-politics.

Building activity had not picked up since the recession, until the past three to five years. McMinnville is experiencing pent-up demand for housing, and competition has grown. As a result of increased housing costs and competition, McMinnville is experiencing a decrease in first-time homebuyers due to limited options and competition from wealthier households.

Housing instability is increasing in McMinnville, fueled by an unsteady and low-opportunity employment market. As of 2019, the minimum wage in Oregon was \$11.25 (an annual salary of \$23,400, or about 47% of median family income in McMinnville). A household must earn at least \$25.58 per hour to afford a two-bedroom unit in Yamhill County at fair market rent. Wages in Oregon remain below the national average, but they are at its highest point relative to the early 1980s. The Office of Economic Analysis reports that new Oregon Employment Department research "shows that median hourly wage increase for Oregon workers since 2014 has been 3.1 percent annually for the past three years."⁵⁷ These wage increases are "substantially stronger for the Oregonians who have been continually employed over the last three years."⁵⁸

By the end of 2018, the OEA forecasts 41,700 jobs will be added to Oregon's economy. This is an approximate annual growth of 2.2% in total nonfarm employment relative to 2017 levels.⁵⁹ The leisure and hospitality, construction, professional and business services, and health services industries are forecasted to account for well over half of the total job growth in Oregon for 2018. Oregon continues to have an advantage in job growth compared to other states, due to its industrial sector and in-migration flow of young workers in search of jobs. This information explains that, as the housing market continues to recover, and as Oregon's economy improves, Oregon will likely see an increase in household formation rates. Yamhill County and McMinnville will be affected by these state trends, which will result in continued demand for new houses.

⁵⁷ Office of Economic Analysis, "Oregon Economic and Revenue Forecast," 38(3), September 2018. <https://www.oregon.gov/das/OEA/Documents/forecast0918.pdf>.

⁵⁸ *Ibid.*

⁵⁹ *Ibid.*

Housing Forecast by Housing Type

The Project Advisory Committee recommended that Scenario 2 needed a housing mix assumption to inform the housing forecast by housing type (see Appendix B for a description of each scenario). The recommendation is presented below. The basis for the determination of needed housing mix in McMinnville is the demographic trends suggesting continued demand for a wider variety of housing types as well as the following assumptions:

- McMinnville’s official forecast for population growth shows that the City will add 11,260 people over the 20-year period. This new population will result in the need for 4,657 new dwelling units over the 20-year period.
- The recommended mix assumption for McMinnville’s needed housing mix was Scenario 2:
 - 55% of new housing will be single-family detached, a category which includes manufactured housing, accessory dwelling units, and cottage clusters. In the 2013–2017 period, 68% of McMinnville’s total existing housing stock was single-family detached.
 - 12% of new housing will be single-family attached. In the 2013–2017 period, 9% of McMinnville’s total existing housing stock was single-family attached.
 - 33% of new housing will be multifamily, a category which includes redevelopment. In the 2013–2017 period, 23% of McMinnville’s total existing housing stock was multifamily.

McMinnville will have demand for 4,657 new dwelling units over the 20-year period, 55% of which will be single-family detached housing.

Exhibit 85. Forecast of Demand for New Dwelling Units by Type, McMinnville UGB, 2021 to 2041

Source: Calculations by ECONorthwest. Note: DU is dwelling unit.

Variable	Needed Mix
Needed new dwelling units (2021-2041)	4,657
Dwelling units by structure type	
Single-family detached	
Percent single-family detached DU	55%
<i>equals</i> Total new single-family detached DU	2,561
Single-family attached	
Percent single-family attached DU	12%
<i>equals</i> Total new single-family attached DU	559
Multifamily	
Percent multifamily	33%
<i>equals</i> total new multifamily	1,537
Total new dwelling units (2021-2041)	4,657

This analysis accounts for units accommodated through infill and redevelopment of land classified as “developed.” Results and assumptions are documented below.

- **Infill and Redevelopment.** Infill (which includes accessory dwelling units) and redevelopment is development that occurs on fully developed lots; the property owner may add additional units to the property or demolish the dwelling unit(s) that are already in place to build one or more units on the property. The McMinnville Project Advisory Committee recommended assumption for infill and redevelopment is 8%. For the 2021 to 2041 period, we assume 8% of new housing will be accommodated through infill and redevelopment. This results in 373 units that will be accommodated through infill and redevelopment.

Over the 20-year period, McMinnville will accommodate 373 needed units through infill and redevelopment (approximately 19 units per year).

Exhibit 86. Forecast of Demand for Infill and Redevelopment, McMinnville UGB, 2021 to 2041

Source: Calculations by ECONorthwest.

Variable	New Dwelling Units (2021-2041)
New units accommodated through infill and redevelopment	373
Subset of total new dwelling units (2021-2041)	373

Over the 20-year period, McMinnville will accommodate 373 needed new units through infill (including accessory dwelling units) and redevelopment. This results in McMinnville having demand for 4,284 new dwellings units on vacant or partially vacant land.

Exhibit 87. Forecast of Demand for New Dwelling Units on Vacant and Partially Vacant Lands, McMinnville UGB, 2021 to 2041

Source: Calculations by ECONorthwest. Note: DU is dwelling unit.

Variable	Needed Mix
DUs Accommodated by Infill or Redevelopment	
Single-family detached	37
Single-family attached	
Multifamily	335
Total Units in Infill or Redevelopment	373
DUs Requiring Vacant / Partially Vacant Unconstrained Land	
Single-family detached	2,524
Single-family attached	559
Multifamily	1,202
Total DUs Requiring Vacant or Partially Vacant Land	4,284

To summarize Exhibit 85, Exhibit 86, and Exhibit 87, McMinnville will have demand for 4,657 new dwelling units over the 20-year period. Of these 4,657 dwelling units, 2,561 dwelling units are forecast to be single-family detached housing and 1,537 are forecast to be multifamily housing (see Exhibit 85). After accounting for the 373 forecasted units accommodated by infill and redevelopment (Exhibit 86), McMinnville will have demand for 2,524 single-family detached units on vacant or partially vacant land and 1,202 multifamily units on vacant or partially vacant land (Exhibit 87). Exhibit 88 presents a summary.

Exhibit 88. Summary of Resulting Mix of Units on Vacant and Partially Vacant Land, McMinnville UGB, 2021 to 2041

Source: Calculations by ECONorthwest.

Housing Type	Total Needed Dwelling Units		Dwelling Units Accomodated by Infill & Redevelopment On Developed Land			Dwelling Units Requiring Vacant / Partially Vacant Land		
	#	%	#	% of Total Needed Units	% of Infill / Redeveloped Units	#	% of Total Needed Units	% of Units of V / PV Land
Single-Family Detached	2,561	55%	37	1%	10%	2,524	54%	59%
Single-Family Attached	559	12%	-	0%	0%	559	12%	13%
Multifamily	1,537	33%	335	7%	90%	1,202	26%	28%
Total	4,657	100%	373	8%	100%	4,284	92%	100%

Redevelopment typically involves the replacement of one or more units with a larger number of units. Multifamily is a reasonable assumption for redevelopment, as it matches historical redevelopment trends in McMinnville. Redevelopment has historically not occurred as single-family attached housing in McMinnville. Infill (which includes accessory dwelling units [ADUs]) may be attached or detached, but they have characteristics of multifamily housing. ADUs do not have separate fee simple ownership—ownership is not separate from the primary dwelling unit—similar to a duplex or other multifamily housing product. Single-family detached infill is likely to entail small partitions of small lots classified as developed with limited remaining capacity based on zoning.

The needed mix for new dwelling units is 55% single-family detached housing, 12% single-family attached housing, and 33% multifamily housing. However, once dwelling units that are accommodated by infill/redevelopment are removed, the adjusted housing mix for housing requiring vacant/partially vacant land is 59% single-family detached housing, 13% single-family attached housing, and 28% multifamily housing.

Exhibit 89 though Exhibit 91 replicate the forecast of demand for new dwelling units (including infill/redevelopment) for housing demand in the 5-, 10-, 20-, and 46-year planning horizons.

Exhibit 89. Forecast of Demand for New Dwelling Units by Type in 5, 10, 20, and 46 years, McMinnville UGB, 2021–2026, 2021–2031, 2021–2041, and 2021–2067

Source: Calculations by ECONorthwest

Variable	New Dwelling Units by Type			
	5-Year (2021 to 2026)	10-Year (2021 to 2031)	20-Year (2021 to 2041)	46-Year (2021 to 2067)
Needed new dwelling units	1,136	2,305	4,657	10,986
Dwelling units by structure type				
Single-family detached				
Percent single-family detached DU	55%	55%	55%	55%
<i>equals</i> Total new single-family detached DU	625	1,268	2,561	6,042
Single-family attached				
Percent single-family attached DU	12%	12%	12%	12%
<i>equals</i> Total new single-family attached DU	136	277	559	1,318
Multifamily				
Percent multifamily	33%	33%	33%	33%
<i>Total new multifamily</i>	375	760	1,537	3,626
<i>equals</i> Total new dwelling units	1,136	2,305	4,657	10,986

Exhibit 90. Forecast of Demand for Infill and Redevelopment, in 5, 10, 20, and 46 years, McMinnville UGB, 2021–2026, 2021–2031, 2021–2041, and 2021–2067

Source: Calculations by ECONorthwest

Variable	New Dwelling Units			
	5-Year (2021 to 2026)	10-Year (2021 to 2031)	20-Year (2021 to 2041)	46-Year (2021 to 2067)
New units accomodated through infill and redevelopment	91	184	373	879
Subset of total new dwelling units	91	184	373	879

Exhibit 91. Forecast of Demand for New Dwelling Units by Type through Infill and Redevelopment and on Vacant and Partially Vacant Lands, in 5, 10, 20, and 46 years, McMinnville UGB, 2021–2026, 2021–2031, 2021–2041, and 2021–2067

Source: Calculations by ECONorthwest.

Variable	5-Year (2021 to 2026)	10-Year (2021 to 2031)	20-Year (2021 to 2041)	46-Year (2021 to 2067)
DUs Accomodated by Infill or Redevelopment				
Single-family detached	9	18	37	88
Single-family attached				
Multifamily	82	166	335	791
Total Units in Infill or Redevelopment	91	184	373	879
DUs Requiring Vacant / Partially Vacant Unconstrained Land				
Single-family detached	616	1,250	2,524	5,954
Single-family attached	136	277	559	1,318
Multifamily	293	594	1,202	2,835
Total DUs Requiring Vacant or Partially Vacant Land	1,045	2,121	4,284	10,107

McMinnville allows the following types of housing in zoning districts:

- **R-1 Single-Family Residential** will primarily accommodate new single-family detached housing, with some opportunities for single-family attached housing and duplexes on corner lots.
- **R-2 Single-Family Residential** will accommodate a mixture of new single-family detached and single-family attached housing, as well as duplexes on corner lots.
- **R-3 Two-Family Residential** will accommodate a mixture of new single-family detached and single-family attached housing, as well as duplexes.
- **R-4 Multifamily Residential** will accommodate single-family detached and attached housing, as well as duplexes and multifamily housing.
- **O-R Office/Residential** will accommodate single-family detached and attached housing, as well as duplexes and multifamily housing.
- **Residential Plan Designations with County Zoning**⁶⁰ will accommodate single-family detached and single-family attached units, duplexes, and multifamily units.
- **C-3 General Commercial** will accommodate multifamily housing.

This analysis assumes that housing types will locate in zones that permit the dwelling unit outright. The City of McMinnville will be implementing Great Neighborhood Principles, which may affect the location and distribution of the dwelling units. Current zoning practices separate dwelling units by type and zoning district. If the principles are implemented, the same average mix and average density could be achieved, but in a different configuration that is consistent with the principles.

Needed Density

ORS 197.296(7) requires cities to “determine the overall average density and overall mix of housing types at which residential development of needed housing types must occur in order to meet housing needs over the next 20 years.” This section describes historic residential densities and needed residential densities for McMinnville’s planning period. Appendix B presents the scenario model that was presented to the Project Advisory Committee, which informed their recommendation for needed residential densities.

Densities in this section are presented in net acres and converted to gross acres⁶¹ to account for land needed for rights-of-way. Rights-of-way conversion factors are based on empirical analysis of existing rights-of-way by zone in McMinnville. For example, when developing a new area

⁶⁰ Residential plan designations with county zoning are lands with the City’s residential plan designation and county rural zoning that will need to be rezoned to urban zones prior to development.

⁶¹ OAR 660-024-0010(6) defines net buildable acre as land that “consists of 43,560 square feet of residentially designated buildable land after excluding future rights-of-way for streets and roads.” While the administrative rule does not include a definition of a gross buildable acre, using the definition above, a gross buildable acre will include areas used for rights-of-way for streets and roads. Areas used for rights-of-way are considered unbuildable.

such as a subdivision, it is necessary to account for land needed for roads, sidewalks, on-street parking, etc., which requires a gross density estimate. The conversion from net acres to gross acres in this analysis is based on the average amount of land in rights-of-way throughout the McMinnville UGB by zone.⁶²

Analysis of Historic Densities

ECONorthwest analyzed building permit data to determine historic densities. Exhibit 92 presents the assessment of historic densities for housing built in McMinnville over the 2000 to July 2018 period.

- **R-1 Single-Family Residential:** 4.1 dwelling units per net acre, with 24% of land used for rights-of-way, results in a gross density of 3.1 dwelling units per gross acre.
- **R-2 Single-Family Residential:** 5.8 dwelling units per net acre, with 26% of land used for rights-of-way, results in a gross density of 4.3 dwelling units per gross acre.
- **R-3 Two-Family Residential:** 6.8 dwelling units per net acre, with 29% of land used for rights-of-way, results in a gross density of 4.8 dwelling units per gross acre.
- **R-4 Multiple-Family Residential:** 7.9 dwelling units per net acre, with 23% of land used for rights-of-way, results in a gross density of 6.1 dwelling units per gross acre.
- **R-5 High Density:** McMinnville added the R-5 zone as part of the process of expanding its UGB in 2020. This analysis does not examine development densities in R-5 because the zone did not exist prior to 2020 and no land is zoned in R-5 currently.
- **O-R Office/Residential:** 7.6 dwelling units per net acre, with 17% of land used for rights-of-way, results in a gross density of 6.3 dwelling units per gross acre.
- **Residential Plan Designations with County Zoning:** an assumed 6.6 dwelling units per net acre (of which the basis is the overall average density achieved in 2000–2018), with 25% of land used for rights-of-way, results in a gross density of 4.3 dwelling units per gross acre. The 25% factor is an average of all other rights-of-way conversion factors from each zone.
- **C-3 General Commercial:** 31.2 dwelling units per net acre, with 30% of land used for rights-of-way, results in a gross density of 21.8 dwelling units per gross acre.

⁶² The assumptions about land needed for rights-of-way is based on the historical percentages of land needed for rights-of-way, from empirical analysis of the 2021 McMinnville Buildable Lands Inventory.

Exhibit 92. Historical Densities and Land for Rights-of-Way by Zone for Housing Built in the McMinnville UGB, 2000 through July 2018

Source: Calculations by ECONorthwest. Note 1: DU is dwelling unit. Note 2: Density listed for county zoning is historic average.

Zoning Districts	Average Net Density (DU/Net Acre)	Percentage for Rights-of-Way	Average Gross Density (DU/Gross Acre)
R-1 Single Family Residential	4.1	24%	3.1
R-2 Single Family Residential	5.8	26%	4.3
R-3 Two Family Residential	6.8	29%	4.8
R-4 Multiple-Family Residential	7.9	23%	6.1
O-R Office/Residential	7.6	17%	6.3
C-3 General Commercial	31.2	30%	21.9
County Zoning	6.6	25%	4.9
Average	6.6	25%	4.9

Exhibit 93. Historical Densities and Land for Rights-of-Way by Housing Type for Housing Built in the McMinnville UGB, 2000 through July 2018

Source: Calculations by ECONorthwest. Note: DU is dwelling unit.

Housing Type	Average Net Density (DU/Net Acre)	Percentage for Rights-of-Way	Average Gross Density (DU/Gross Acre)
Single-Family Detached	4.8	25%	3.6
Single-Family Attached	12.3	25%	9.3
Multifamily	18.2	25%	13.7
Total	6.6	25%	4.9

The average density observed in the 2002 McMinnville Housing Needs Analysis was 5.9 dwelling units per net acre. The density analysis in the 2002 HNA was based on permit data between 1988 and 2000. The net density observed for the 2000 through 2018 period was 6.6 dwelling units per net acre—a 12% increase in actual density. This increase in land-use efficiency saved 55 net acres during the 2000–2018 period.

Final Results: Needed Density

The assessment of needed densities was based on the five factors stated in ORS 197.296(5), discussed in greater detail in the previous subsection as well as McMinnville’s historical residential densities (2000 to July 2018).

Needed densities over the planning period will be driven by the recommended housing mix assumption. The PAC recommended a housing mix that increased the share of multifamily housing and single-family attached housing and decreased the share of single-family detached housing compared to the mix of new development that occurred between 2000 and 2018.

Exhibit 94 adds 3% to the Historical Densities in Exhibit 92 consistent with the density changes allowed for complying with HB 2001 (2019).⁶³ If single-family detached, single-family attached, and multifamily housing develop at densities consistent with historic average densities (5.05 dwelling units per gross acre), McMinnville’s overall residential density will increase to 5.46 dwelling units per gross acre over the twenty-year planning period—an 11% increase in gross residential density.

Exhibit 94. Needed Densities for Housing Built in the McMinnville UGB

Source: Calculations by ECONorthwest. Note 1: DU is dwelling unit.

Zoning Districts	Average Gross Density (DU/Gross Acre)
R-1 Single Family Residential	3.19
R-2 Single Family Residential	4.43
R-3 Two Family Residential	4.94
R-4 Multiple-Family Residential	6.28
O-R Office/Residential	6.49
C-3 General Commercial	22.56
County Zoning	5.05
Average	5.05

Exhibit 95 adds 3% to the Historical Densities in Exhibit 93 consistent with the density changes allowed for complying with HB 2001 (2019).

Exhibit 95. Needed Densities for by Housing Type Housing Built in the McMinnville UGB

Source: Calculations by ECONorthwest. Note 1: DU is dwelling unit.

Housing Type	Average Gross Density (DU/Gross Acre)
Single-Family Detached	3.71
Single-Family Attached	9.58
Multifamily	14.11
Total	5.05

This document is a baseline analysis. The density results are based on McMinnville’s current zoning and land-use regulations, accounting for a 3% increase in historical densities to account for changes resulting from new middle housing regulations (HB 2001 (2019)). Efficiency measures enacted as part of the housing strategy could affect final density.

⁶³ The City of McMinnville complied with the requirements of HB 2001 (2019) by adopting middle housing regulations in April 2022.

Needed Housing by Income Level

The next step in the housing needs analysis is to develop an estimate of needed housing by income and housing type. This requires an estimate of the income distribution of current and future households in the community. The estimates presented in this section are based on (1) secondary data from the Census, and (2) analysis by ECONorthwest.

This analysis is based on American Community Survey data about income levels of existing households in McMinnville. Income is categorized into market segments using McMinnville's median household income (MHI) of \$50,300. The analysis uses current household income distribution, assuming that approximately the same percentage of households will be in each market segment in the future.

Twenty-two percent of McMinnville's future households will have incomes at or below 50% of McMinnville's median household income (MHI).

Thirty-six percent will have incomes between 50% and 120% of McMinnville's MHI.

Forty-one percent will have incomes greater than 120% of McMinnville's MHI.

Exhibit 96. Future (New) Households, by Median Household Income (MHI) for McMinnville (\$50,300), McMinnville UGB, 2021 to 2041

Source: US Department of Housing and Urban Development and US Census Bureau, 2012–2016 ACS Table 19001 and B25119.

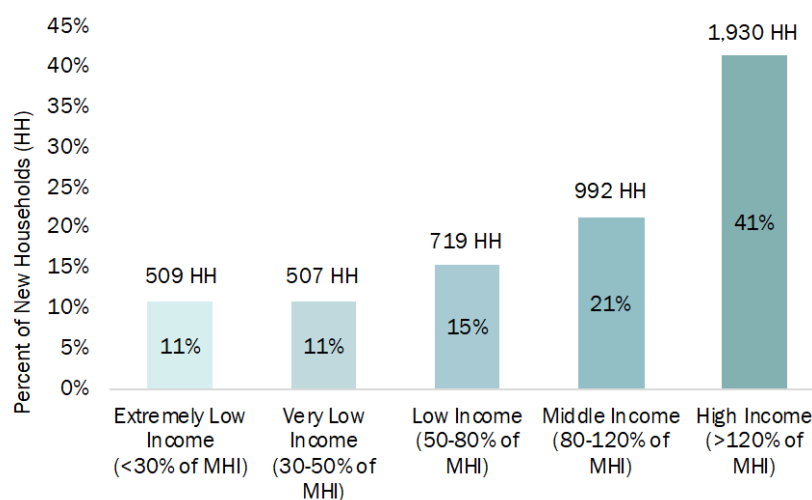


Exhibit 97. Future (New) Households in 5-, 10-, 20-, and 46-years, by Median Household Income (MHI) for McMinnville (\$50,300), McMinnville UGB, 2021–2026, 2021–2031, 2021–2041, and 2021–2067

Source: US Department of Housing and Urban Development and US Census Bureau, 2012–2016 ACS Table 19001 and B25119.

Market Segment by Income	New Households				% of Households
	5-Year (2021 to 2026)	10-Year (2021 to 2031)	20-Year (2021 to 2041)	46-Year (2021 to 2067)	
High Income (>120% of MFI)	471	955	1,930	4,552	41%
Middle Income (80-120% of MFI)	242	491	992	2,340	21%
Low Income (50-80% of MFI)	176	356	719	1,697	15%
Very Low Income (30-50% of MFI)	124	251	507	1,196	11%
Extremely Low Income (<30% of MFI)	124	253	509	1,200	11%
Total New Households	1,137	2,306	4,657	10,985	100%

Need for Government-Subsidized, Farmworker, and Manufactured Housing

ORS 197.303, 197.307, 197.312, and 197.314 requires cities to plan for government-subsidized housing, manufactured housing on lots, and manufactured housing in parks.

- **Government-subsidized housing.** Government subsidies can apply to all housing types (e.g., single-family detached, single-family attached, and multifamily). McMinnville allows development of government-assisted housing in all residential zones, with the same development standards for market-rate housing. This analysis assumes that McMinnville will continue to allow government housing in all of its residential zones. Because government-assisted housing is similar in character to other housing (with the exception being the subsidies), it is not necessary to develop separate forecasts for government-subsidized housing.
 - Homelessness is a growing concern in McMinnville and Yamhill County. Between 2017 and 2018, homelessness grew by about 30% in Yamhill County. To alleviate this issue, government subsidized housing (including shelters) is needed for individuals and households earning 0% to 30% of McMinnville’s median household income (less than \$15,000 per year). While a separate forecast for government-subsidized housing is not needed, the City may need to exert specialized effort in planning for shelters and other housing types that will meet the needs of those at risk of homelessness or who are experiencing homelessness.
- **Farmworker housing.** Farmworker housing can also apply to all housing types, and the City allows development of farmworker housing in all residential zones with the same development standards as market-rate housing. This analysis assumes that McMinnville will continue to allow farmworker housing in all of its residential zones. Because it is similar in character to other housing (with the possible exception of government subsidies, if population restricted), it is not necessary to develop separate forecasts for farmworker housing.
- **Manufactured housing on lots.** McMinnville allows manufactured homes on lots in the R-1 and R-2 zones, which are the zones where single-family detached housing is allowed. McMinnville also allows single-family detached housing in R-3, R-4, and O-R zones, but manufactured housing on lots are not permitted in those zones. McMinnville does not have special siting standards for manufactured homes on lots, so it is not necessary to develop separate forecasts for manufactured housing on lots.
- **Manufactured housing in parks.** OAR 197.480(4) requires cities to inventory the mobile home or manufactured dwelling parks sited in areas planned, zoned, or generally used for commercial, industrial, or high-density residential development. According to the Oregon Housing and Community Services Manufactured Dwelling

Park Directory,⁶⁴ McMinnville has twelve manufactured home parks within the UGB, with 1,014 spaces. One manufactured park (separate from manufactured housing subdivision) is within the O-R zone, two are within the C-3 zone, four are within the R-3 zone, and five are within the R-4 zone.

ORS 197.480(2) requires McMinnville to project need for mobile home or manufactured dwelling parks based on (1) population projections, (2) household income levels, (3) housing market trends, and (4) an inventory of manufactured dwelling parks sited in areas planned, zoned, or generally used for commercial, industrial, or high-density residential development.

- The housing forecast showed that McMinnville will need 4,657 dwelling units over the 2021 to 2041 period.
- Analysis of housing affordability shows that about 22% of McMinnville's new households will be extremely low income or very low income, earning 50% or less of McMinnville's median family income. One type of housing affordable to these households is manufactured housing.
- Manufactured housing in parks accounts for about 8% (about 1,014 dwelling units) of McMinnville's current housing stock.
- National, State, and regional trends since 2000 showed that manufactured housing parks were closing, rather than being created. For example, between 2000 and 2015, Oregon had 68 manufactured parks close, with more than 2,700 spaces. Discussions with several stakeholders familiar with manufactured home park trends suggest that over the same period, few to no new manufactured home parks have opened in Oregon.

⁶⁴ Oregon Housing and Community Services, "Oregon Manufactured Dwelling Park Directory."
<http://o.hcs.state.or.us/MDPCRParcs/ParkDirQuery.jsp>

- Households most likely to live in manufactured homes in parks are those with incomes between about \$15,000 and \$25,150 (30% to 50% of McMinnville’s median household income), which includes 11% of McMinnville’s households. However, households in other income categories may also live in manufactured homes in parks.

Manufactured home park development is an allowed use in the R-3 and R-4 zone. The national and State trends of manufactured home park closures, and the fact that no new manufactured home parks have opened in Oregon in over the last fifteen years, demonstrate that development of new manufactured home parks in McMinnville is unlikely.

Our conclusion from this analysis is that development of new manufactured home parks in McMinnville over the 2021 to 2041 planning period is unlikely. It is, however, likely that manufactured homes will continue to locate on individual lots in McMinnville. The forecast of housing assumes that no new manufactured home parks will be opened in McMinnville over the 2021 to 2041 period. The forecast includes new manufactured homes on lots in the category of single-family detached housing.

- Over the next twenty years (or longer) one or more manufactured home parks may close in McMinnville as a result of manufactured home park landowners selling or redeveloping their land for uses with higher rates of return, rather than lack of demand for spaces in manufactured home parks. Manufactured home parks contribute to the supply of low-cost affordable housing options, especially for affordable homeownership.

While there is statewide regulation of manufactured home park closures designed to lessen the financial difficulties of this closure for park residents,⁶⁵ the City has a role to play in ensuring that there are opportunities for housing for the displaced residents. The City’s primary role is to ensure that there is sufficient land zoned for new multifamily housing, or other housing meeting the same need, and to reduce barriers to residential development to allow for development of new, relatively affordable housing. The City may use a range of policies to encourage development of relatively affordable housing, such as allowing a wider range of moderate-density housing (e.g., cottages or missing-middle housing types) in the R-1 and R-2 zones, designating more land for multifamily housing, removing barriers to multifamily housing development, using tax credits to support affordable housing production, developing an inclusionary

⁶⁵ ORS 90.645 regulates rules about closure of manufactured dwelling parks. It requires that the landlord give at least one year’s notice of park closure and pay the tenant between \$5,000 to \$9,000 for each manufactured dwelling park space, in addition to not charging tenants for demolition costs of abandoned manufactured homes.

zoning policy, or partnering with a developer of government-subsidized affordable housing.

Other Needs

This section includes needs for special housing, land to accommodate households before 2021, and other uses on residential land.

Need for Special Housing

Need for special housing, such as transitional housing to provide services in conjunction with housing, is accounted for in total numbers; however, the housing strategy can discuss opportunities to ensure codes are responsive to planning that should address opportunities for providers of transitional housing and services within the broader planning context.

Need for Households Locating in McMinnville before 2021

The projected growth before 2021 has been removed from this analysis, as the buildable lands inventory was updated to December 2021. This update accounted for actual growth that occurred through 2021.

Need for Other Uses on Residential Land

The residential land needs analysis and capacity analysis accounts for land that will be needed for new streets within residential areas by applying a net-to-gross-buildable-acreage factor and density factor.

However, the housing needs analysis and residential land needs analysis don't account for other uses that will occur on lands planned and zoned for residential use. The City has initiated an urbanization study with a broader scope that will evaluate the capacity of the UGB to meet needs for all uses during the planning period. That analysis will identify forecast demand for other uses expected to occur on residential land. These can include uses such as schools, parks, public facilities, etc. Some of these have critical locational siting requirements in proximity to population as part of a public facilities system.

Once this portion of the urbanization study has been completed, the additional demand for residential land will be factored into the sufficiency determination to calculate the extent of deficit.

Because the need for other uses on residential land has not yet been determined, Chapter 6 addressed only the residential land need for housing before 2021.

6. Residential Land Sufficiency within McMinnville

This chapter presents an evaluation of the sufficiency of vacant residential land in McMinnville to accommodate expected residential growth over the 2021 to 2041 period. This chapter includes an estimate of residential development capacity (measured in new dwelling units) and an estimate of McMinnville's ability to accommodate needed new housing units for the 2021 to 2041 period based on the analysis in the housing needs analysis. The chapter ends with a discussion of the conclusions and recommendations for the housing needs analysis. This section also presents the final land-sufficiency results for McMinnville for the 5-, 10-, and 46-year planning periods.

Statutory Guidance

The language of Goal 10⁶⁶ and ORS 197.296⁶⁷ refers to housing need: it requires communities to provide needed housing types for households at all income levels. Goal 10's broad definition of need covers all households—from those with no home to those with second homes.

McMinnville is required to make a local housing needs projection⁶⁸ that determines the needed mix of housing types and densities that are (1) consistent with the financial capabilities of present and future area residents of all income levels during the planning period, (2) consistent with adopted housing standards, and (3) consistent with requirements of Goal 10, Goal 14⁶⁹, OAR 660-008,⁷⁰ and ORS 197.296.

With a population over 25,000, McMinnville is subject to the provisions of ORS 197.296, which provide additional guidance on determining housing need. Specifically, ORS 197.296(5) requires that cities consider five factors in determining needed density and mix. These factors are discussed in detail in Chapter 5.

The final determination of needed mix and density was:

- **Needed Housing Mix:** 55% single-family detached housing, 12% single-family attached housing, and 33% multifamily housing
- **Needed Housing Density:** 5.46 dwelling units per gross acre (average overall, adding 3% to account for the City's compliance with HB 2001 (2019))

⁶⁶ Goal 10: Housing, <https://www.oregon.gov/lcd/OP/Documents/goal10.pdf>

⁶⁷ ORS 197.296, https://www.oregonlegislature.gov/bills_laws/ors/ors197.html

⁶⁸ OAR 660-008-0005(4)

⁶⁹ Goal 14: Urbanization, <https://www.oregon.gov/lcd/OP/Pages/Goal-14.aspx>

⁷⁰ OAR 660-008, <https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=3058>

Residential Capacity Analysis

The buildable lands inventory provides a supply analysis (buildable land by type), and the housing needs analysis provided a demand analysis (population growth leading to demand for more residential development). The comparison of supply and demand allows the determination of land sufficiency.

There are two ways to get estimates of supply and demand into common units of measurement so that they can be compared: (1) housing demand can be converted into acres, or (2) residential land supply can be converted into dwelling units. A complication of either approach is that not all land has the same characteristics. Factors such as zone, slope, parcel size, and shape can all affect the ability of land to accommodate housing. Methods that recognize this fact are more robust and produce more realistic results. This analysis uses the second approach: it estimates the ability of vacant residential lands within the UGB to accommodate new housing. This analysis, sometimes called a “capacity analysis,”⁷¹ can be used to evaluate different ways that vacant residential land may build out by applying different assumptions. The process is to estimate capacity based on historic densities and then to evaluate land-use efficiency measures that would achieve housing needs.

McMinnville Capacity Analysis Results

The capacity analysis estimates the development potential of vacant and partially vacant residential land to accommodate new housing. We base our analysis on several assumptions:

- **Buildable residential land.** The capacity estimates start with the number of buildable acres in the residential plan designations and residential zones. Buildable residential land includes land within the UGB intended for residential development, Exhibit 11. It excludes land brought into the UGB in 2020 for commercial, industrial, or public/semi-public uses that is currently in County zoning.
- **Water Zone 1 and Water Zone 2 land.** Land in Water Zone 1 is available to be serviced with water now. Based on discussions with McMinnville Water & Light, land in Water Zone 2 will likely not be serviced with water for approximately ten years.
- **Capacity in C-3.** Previous findings in McMinnville’s 2013 Economic Opportunities Analysis suggests a deficit of land in C-3 areas needed for commercial uses. For this reason, this analysis assumed no residential capacity on current C-3 areas after 2021. The average historic density calculations of 5.05 dwelling units per gross acre

⁷¹ There is ambiguity in the term “capacity analysis.” It would not be unreasonable for one to say that the capacity of vacant land is the maximum number of dwellings that could be built based on density limits defined legally by plan designation or zoning, and that development usually occurs—for physical and market reasons—at something less than full capacity. For that reason, we have used the longer phrase to describe our analysis: “Estimating how many new dwelling units the vacant residential land in the UGB is likely to accommodate.” That phrase is, however, cumbersome, and it is common in Oregon and elsewhere to refer to that type of analysis as capacity analysis, so we use that shorthand occasionally in this memorandum.

include the densities achieved in the C-3 zone, which could be achieved by rezoning county land to achieve average needed densities.

- **Residential demand in unincorporated areas with city residential plan designation and county rural zoning.** These lands are not available to develop at urban densities until they annex. For this reason, some of the analysis provides subtotals for city and county zoned lands separately in the calculations. This method allows ECONorthwest to calculate overall land needs (surpluses and deficits) under the assumption that these lands will be available once annexed over during the planning period.
 - **Small lots in county rural residential zoning.** OAR 660-024-0067(6) allows McMinnville to assume reduced development capacity on lots smaller than two acres for land that was brought into the UGB 14 years after the land was added to the UGB. The analysis in Exhibit 100 provides more detail about these small lots.

Excluding the 54 acres of land in the tax lots smaller than two acres, McMinnville has 816 gross buildable acres in County zoning.

- **Needed densities.**⁷² The analysis models capacity at both historic and needed densities. The rationale and factual basis for the density assumptions is ORS 197.262(5), described in the previous section. In essence, the population is growing, and households are increasingly housing insecure due to rising housing costs and increased competition from wealthier households migrating into the jurisdiction. Since 2000, a majority of new housing developed in McMinnville has been single-family detached housing at prices that are unaffordable to many households in the region. In addition to these factors, as residents in McMinnville age, there will be more demand for smaller units. McMinnville will need a larger share of single-family attached and multifamily housing than the community had in the past, which will result in higher densities. The needed densities are those shown in Exhibit 94 and include a 3% increase over historic densities to account for complying with HB 2001 (2019).

⁷² This document is a baseline analysis. The density results are based on McMinnville's current zoning and land-use regulations. Efficiency measures enacted as part of the housing strategy could affect final density.

Exhibit 98. Unconstrained Vacant and Partially Vacant Buildable Land (Water Zone 1 and 2) with Baseline Capacity, McMinnville UGB, 2018

Source: Buildable Lands Inventory; Calculations by ECONorthwest. Note1: DU is dwelling unit. Note2: The density of county zoned land is the historic average density achieved (5.05 du/gross acre). Note 3: As stated above, no capacity was allocated to the C-3 zone.

*The 54 acres of land for the small lots in rural zoning with reduced capacity was removed from the acres of land for "All other land in County zoning"

Zoning Districts	Total Unconstrained Buildable Acres (Water Zone 1 & 2)	Density Assumption (DU/Gross Acre)	Capacity (Dwelling Units)
R-1 Single Family Residential	108	3.19	345
R-2 Single Family Residential	113	4.43	499
R-3 Two Family Residential	11	4.94	53
R-4 Multiple-Family Residential	34	6.28	212
O-R Office/Residential	3	6.49	16
C-3 General Commercial	47	22.56	-
County Zoning			
Small lots in rural residential zoning with reduced capacity*			72
All other land in County zoning	394	5.05	1,986
TOTAL	708	4.49	3,183

Exhibit 98 shows that McMinnville has 708 acres of unconstrained buildable lands (excluding the 54 acres in small lots in rural zoning in Exhibit 100), (approx. 662 acres in residential zones are assigned residential capacity), with capacity for 3,183 dwelling units using densities in Exhibit 94 by zoning district. Exhibit 99 shows that McMinnville has 577 acres of unconstrained buildable lands in Zone 1,⁷³ with capacity for 2,608 dwelling units using densities in Exhibit 94 by zoning district).

⁷³ The analysis assumes that Zone 2 acreage is available within the 20-year period planning period, but not before the 10-year period.

Exhibit 99. Unconstrained Vacant and Partially Vacant Buildable Land (Water Zone 1) with Baseline Capacity, McMinnville UGB, 2018

Source: Buildable Lands Inventory; Calculations by ECONorthwest. Note1: DU is dwelling unit. Note2: The density of county zoned land is the historic average density achieved (5.05 du/gross acre). Note 3: As stated above, no capacity was allocated to the C-3 zone.

*The 54 acres of land for the small lots in rural zoning with reduced capacity was removed from the acres of land for "All other land in County zoning"

Zoning Districts	Total Unconstrained Buildable Acres (Water Zone 1)	Density Assumption (DU/Gross Acre)	Capacity (Dwelling Units)
R-1 Single Family Residential	75	3.19	238
R-2 Single Family Residential	68	4.43	300
R-3 Two Family Residential	11	4.94	53
R-4 Multiple-Family Residential	34	6.28	212
O-R Office/Residential	3	6.49	16
C-3 General Commercial	47	22.56	-
County Zoning			
Small lots in County zoning with reduced capacity*			72
All other land in County zoning	340	5.05	1,717
TOTAL	577	4.52	2,608

Exhibit 100 shows capacity of small tax lots in selected unincorporated areas. OAR 660-024-0067(6) allows McMinnville to assume reduced development capacity on lots smaller than two acres for land that was brought into the UGB 14 years after the land was added to the UGB. The three areas shown in Exhibit 100 are Fox Ridge Road, Redmond Hill Road, and Riverside South and where brought into the UGB in 2003, about 18 years before 2021.

These three areas include 47 tax lots with 54 acres. Consistent with OAR 660-024-0067(6), Exhibit 100 estimates 1 dwelling unit of capacity for tax lots 1 acre and smaller and 2 dwelling units of capacity for tax lots between 1 and 2 acres in size. acre

Exhibit 100. Capacity of Small Tax Lots in Selected Unincorporated Areas, McMinnville UGB, 2021

Source: Buildable Lands Inventory; Calculations by ECONorthwest. Note1: DU is dwelling unit.

Area	Tax lots less than 1 acre			Tax lots between 1 and 2 acres			Total Capacity (DU)
	Total Tax Lots	Capacity per tax lot (DU)	Capacity of Tax lots	Total Tax Lots	Capacity per tax lot (DU)	Capacity of Tax lots	
Fox Ridge Road	5	1.0	5	6	2.0	12	17
Redmond Hill Road	1	1.0	1	-	2.0	-	1
Riverside South	16	1.0	16	19	2.0	38	54
Total	22		22	25		50	72

Residential Land Sufficiency in McMinnville

The next step in the analysis of the sufficiency of residential land within McMinnville's UGB is to compare the demand for housing with the capacity of land. This analysis is partially based on capacity of land by existing zoning and plan designations. It is a baseline analysis. Land-sufficiency results may change based on implementation of actions in the housing strategy, including implementation of McMinnville's Great Neighborhood Principles.

This section presents the land-sufficiency results for McMinnville for several periods:

- 5-year period (2021–2026)
- 10-year period (2021–2031)
- 20-year period (2021–2041)
- 46-year period (2021–2067)

Notes about the final results:

- Results reflect demand for new dwelling units which require vacant and partially vacant lands.⁷⁴

These estimates provide context for consumption of McMinnville's remaining buildable residential lands. For the purpose of the UGB, only the 2021–2041 estimates are relevant.

Exhibit 101 shows the capacity for each planning period starting in 2021, with subtotals for capacity within Water Zones 1 and 2. It shows the number of new dwelling units needed on vacant and partially vacant lands, and the resulting surplus / deficit of dwelling units and acreage (with calculations for both historic and needed density).

As discussed above, these calculations are based on average densities. Rezoning land may be required to have sufficient lands zoned to achieve the specified capacity. Because zoning may change, or because a diverse housing zone may be implemented, capacity and acreage are calculated without assignment to specific zones.

Exhibit 101 shows that McMinnville has a deficit of capacity for 1,101 dwelling units for the 2021-2041 period, resulting in a land deficit of 218 gross acres (at a density of 5.05 du/gross acre) or 202 gross acres (at a density of 5.46 du/gross acre).

⁷⁴ Forecasted demand for infill and redevelopment will not require vacant or partially vacant lands.

Exhibit 101. Comparison of Capacity of Existing Residential Land with Demand for New Dwelling Units and Land Surplus or Deficit, McMinnville UGB, for the periods through 2026, 2031, 2041, and 2067

Source: Buildable Lands Inventory; Calculations by ECONorthwest. Note1: DU is dwelling unit. Note 2: The 3,183 DU capacity total includes 1,125 DUs in City Limits and 2,058 DUs in the county.

	Planning Period			
	5-Year (2021 to 2026)	10-Year (2021 to 2031)	20-Year (2021 to 2041)	46-Year (2021 to 2067)
2021 Capacity (DUs)				
Water Zone 1	2,608	2,608	2,608	2,608
Water Zone 2	NA	NA	575	575
Total	2,608	2,608	3,183	3,183
Post-2021 Demand (DUs on buildable land)	1,045	2,121	4,284	10,107
Surplus/Deficit at Horizon Year (Dus)	1,563	487	(1,101)	(6,924)
Capacity Based on Land in Water Zone:	1	1	1&2	1&2
Surplus/Deficit @ 5.05 du/ac (hist +3%), gross acres	310	97	(218)	(1,372)
Surplus/Deficit @ 5.46 du/ac (need + 3%), gross acres	286	89	(202)	(1,268)
Difference, gross acres	23	7	(16)	(104)

Conclusions

McMinnville’s UGB is forecast to grow from 36,238 people in 2021 to 47,498 people in 2041, an increase of 11,260 people. This population growth will occur at an average annual growth rate of 1.36%. In addition to population growth, McMinnville’s households have grown smaller on average. After considering a number of factors, including household size and residential vacancy rates, McMinnville will have demand for about 4,657 new dwelling units over the 20-year planning period (2021 to 2041). McMinnville will have demand for about 1,136 new dwelling units for the 5-year period between 2026 and 2031, about 2,305 new dwelling units for the 10-year period between 2021 and 2031, and about 10,986 new dwelling units for the 46-year period between 2021 and 2067.

McMinnville will need to accommodate an average development trajectory of 233 new dwelling units annually over the 20-year planning horizon. Over the 20-year planning period, McMinnville will accommodate 373 needed dwelling units through redevelopment and infill—these units will not require vacant or partially vacant lands. Accordingly, this will result in McMinnville needing to accommodate 4,284 needed new dwelling units on vacant and partially vacant buildable residential lands.

Exhibit 102. Summary of New Dwelling Units, for the Periods through 2026, 2031, 2041, and 2067

Source: Calculations by ECONorthwest.

	New Dwelling Units			
	5-Year (2021 to 2026)	10-Year (2021 to 2031)	20-Year (2021 to 2041)	46-Year (2021 to 2067)
Total New D.U.s:	1,136	2,305	4,657	10,986
Less Infill/Redev (8%)	(91)	(184)	(373)	(879)
Equals D.U.s requiring Vacant/Partially Vacant Land	1,045	2,121	4,284	10,107

In the future, McMinnville will plan for an increased share of single-family attached dwelling units and multifamily units to meet the City’s housing needs. Currently, about 68% of McMinnville’s housing stock is single-family detached housing, 9% is single-family attached housing, and 23% is multifamily housing. Based on Project Advisory Committee recommendations, McMinnville will plan for a different mix in new housing, which will result in a slight change to McMinnville’s aggregate overall mix of existing and new housing. McMinnville will plan for a decrease in share of single-family detached housing (55% of new housing stock) to provide opportunities for more single-family attached housing (12% of new housing) and multifamily housing (33% of new housing).

McMinnville is planning for slightly higher overall average density than it has in the past. As McMinnville shifts toward more single-family attached housing and multifamily housing, McMinnville’s average housing density (for new dwelling units) will increase from 4.9 dwelling units per gross acre (historic average density) to 5.46 dwelling units per gross acre (needed

average density, including an increase of 3% to account for compliance with HB 2001 (2021)—an 11% increase.⁷⁵

McMinnville’s existing deficit of relatively affordable housing on both sides of the affordability spectrum indicates a need for a wider range of housing types for renters and homeowners. About 36% of McMinnville’s households are cost burdened (paying more than 30% of their income on housing), including a cost-burden rate of 52% for renter households. Without diversification of housing types, lack of affordability will continue to be a problem—possibly growing in the future if incomes continue to grow at a slower rate than housing costs. Under the current conditions between 2021 and 2041, about:

- **1,016 of the forecasted new households will have incomes of \$25,150 or less.** These households often cannot afford market-rate housing without government subsidy.
- **1,711 new households will have incomes between \$25,150 and \$60,359.** These households will need access to relatively affordable housing, such as single-family detached housing (e.g., tiny homes, cottages, small-lot, and traditional), single-family attached housing (e.g., town homes), and multifamily products (particularly middle housing types such as duplexes, triplexes, quadplexes, and apartments/multifamily condominiums).
- **1,930 new households will have incomes over \$60,359.** These households will need higher-amenity housing types such as single-family detached housing, single-family attached housing, and higher-end multifamily products (particularly condominiums).

McMinnville’s UGB will not accommodate all of McMinnville’s housing needs. Over the planning period through 2041, McMinnville has a deficit of capacity for 1,101 dwelling units. , which means the City has an approximate deficit of about 202 gross acres by 2041. Housing demand results for the 5-, 10-, 20-, and 46-year periods are summarized in **Error! Reference source not found.**

McMinnville added the R-5 zone as part of the 2020 UGB expansion. The zone is intended to provide areas for high-density residential dwelling units and other closely related uses in designated Neighborhood Activity Centers, the downtown, and other appropriate locations within the city, consistent with comprehensive plan policies. Residential densities within this zone are typically 14 to 26 dwelling units per acre. McMinnville expects to rezone about 36.7 acres of Urban Holding land to R-5. Depending on the development density and land needed for rights-of-way, land in the R-5 zone could accommodate about 400 to 700 dwelling units.

⁷⁵ This calculation is based on average historical density by housing type. The existing analysis presented in Chapter 6 is calculated using average historical density by zone, including an increase of 3% to account for compliance with HB 2001.

Appendix A. Residential Buildable Lands Inventory Methods

The general structure of the residential buildable land (supply) inventory is generally based on the DLCD HB 2709 workbook “*Planning for Residential Growth – A Workbook for Oregon’s Urban Areas,*” which specifically addresses residential lands. The buildable lands inventory uses methods and definitions that are consistent with Goal 10/OAR 660-008.

ECONorthwest used 2018 and 2017 (assessor tax year) data for the 2019 version of the report.

In 2023, ECONorthwest updated the BLI from the 2019 *McMinnville Housing Needs Analysis* report to December 2021 to account for: land brought into the UGB through the 2020 Urban Growth Boundary (UGB) expansion; development that occurred between January 1, 2018 and December 31, 2021; and other changes such as changes in zoning or tax lot divisions. For this update, ECONorthwest used 2022 (assessor tax year) data.

The following provides an overview of the buildable lands inventory methodology.

Overview of the Methodology

The McMinnville BLI includes all residential land designated in zones or plan designations within the McMinnville UGB. From a practical perspective, this means that all lands within tax lots identified by the Yamhill County Assessment and Taxation Department that fall within the UGB were inventoried. ECONorthwest used the most recent tax lot shapefile (that was available at the time of the analysis) and assessor’s roll data from Yamhill County for the analysis. The inventory then builds from the tax lot-level database to calculate estimates of buildable land by zone.

The buildable lands analysis was completed through several sequential steps.

Step 1: Generate land base. Per Goal 10, this involves selecting all of the tax lots in the McMinnville UGB with residential zones and “lands that may be used for a mix of residential and employment uses under the existing planning or zoning.”

ECONorthwest included the following zones in the residential inventory based on statutory requirements in ORS 197.296(4)(a):

- R-1 Single-Family Residential
- R-2 Single-Family Residential
- R-3 Two-Family Residential
- R-4 Multifamily Residential
- O-R Office/Residential
- C-3 General Commercial

Since McMinnville has a single residential plan designation, the land base includes these zones as well as any additional tax lots within the residential plan designation. For lands in the UGB that have the residential plan designation but still retain County zoning, properties within the residential plan designation were included in the BLI.

Step 2: Classify lands by development status. Next, the analysis classified each parcel into one of the following categories based on development status.

- Developed land
- Vacant land
- Partially vacant land
- Public or Exempt land

Step 3: Identify constraints. Consistent with the Division 8 rule, this includes floodways, floodplains (including lands in McMinnville’s floodplain zone), regulated wetlands, lands with slopes of 25% or greater, landslide hazards (including the DOGAMI SLIDO database and lands with high or very high susceptibility to landslides), and service constrained lands. All constraints were merged into a single constraint file, which was used to identify the area of each tax lot that is constrained. These areas were deducted from lands that were identified as vacant or partially vacant.

Step 4: Verification. ECONorthwest used a multistep verification process to ensure the accuracy of the BLI. The first verification step included a rapid visual assessment of land classifications using GIS and recent aerial photos to verify uses on the ground. The second round of verification involved City staff verifying the rapid visual assessment output. ECONorthwest amended the BLI based on City staff review and a discussion of the City’s comments.

The 2023 update used building permits from 2019 to December 2021 to identify tax lots where new development has occurred. Tax lots that were previously designated as vacant in 2019 but currently have a building permit on them were generally re-designated as developed. As an additional step to maintain thoroughness, tax lots were again filtered through our development status classification scheme to identify any tax lots where the improvement value increased from \$0 to values over \$10,000. Beyond these changes, we used the 2019 BLI results unless there was a clear reason for doing otherwise.

The inventory was completed primarily using Geographic Information Systems (GIS) mapping technology. The output of this analysis is a database of land inventory information, which is summarized in both tabular and map format in Chapter 2. Although data for the inventory was gathered and evaluated at the parcel level, the inventory does not present a parcel-level analysis of lot availability and suitability. The results of the inventory have been aggregated by zone (City limits) and plan designation (outside City limits and in UGB), consistent with State planning requirements.

Data used for the analysis was provided by the City of McMinnville and the Yamhill County Assessor and Taxation Department, as well as statewide and national data sets. Specific data that was used included City/urban growth boundaries, tax lots, zoning, the National Wetlands

Inventory, DOGAMI landslide hazards and susceptibility, floodway and floodplains, conservation easements, and slopes. The tax lot data was current as of April 2023.

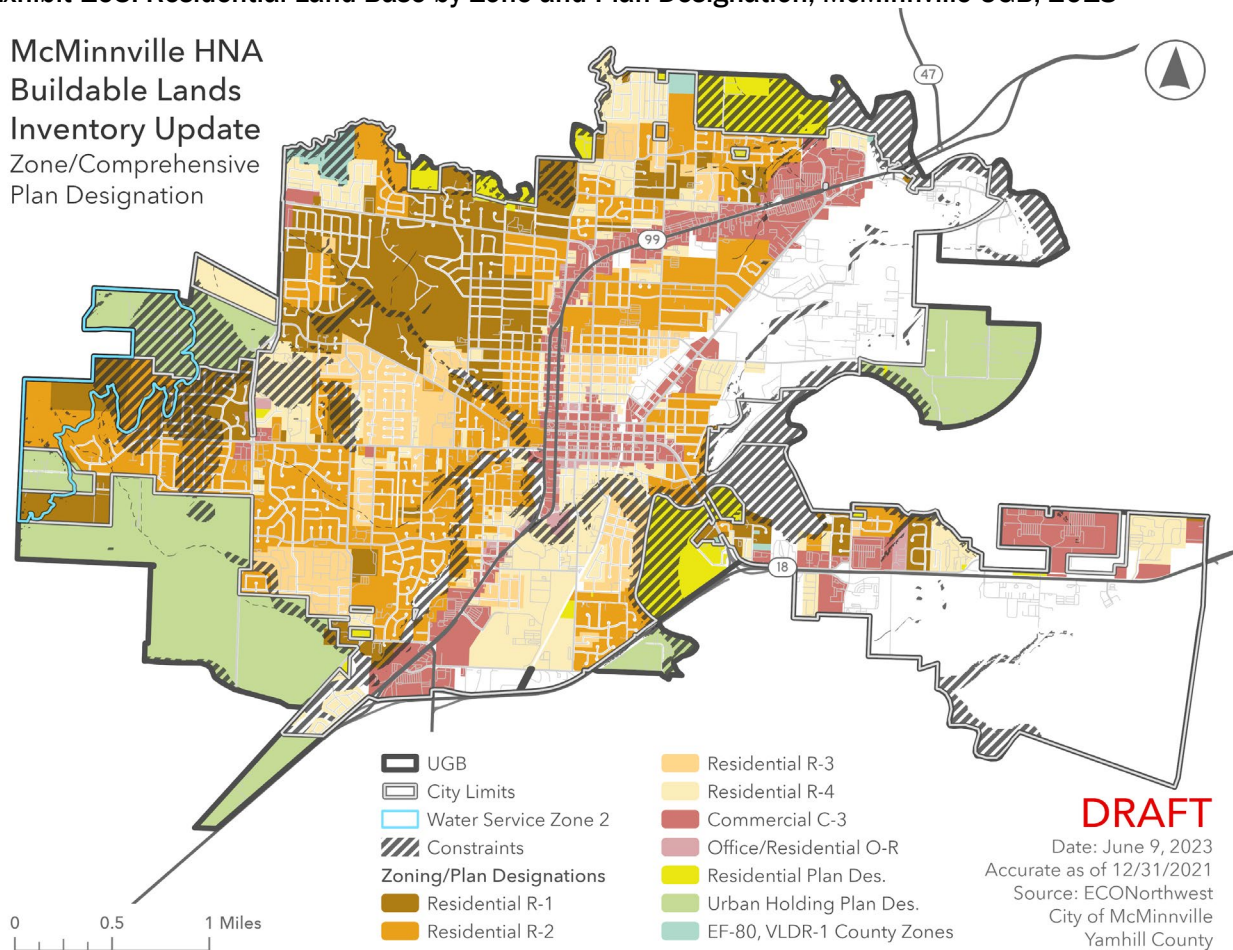
Residential Land Base

Exhibit 103 (on the following page) shows the zones and plan designations included in the residential land base. This BLI includes lands in the R-1, R-2, R-3, R-4, O-R, and C-3 zones, as well as other land in the residential plan designation and urban holding plan designation. Tax lots with a residential use in the F-P zone or F-P plan designation were also included on a case-by-case basis based on proximity to other residential land or using property class data to determine if the tax lot has a residential use. Land in zones that do not allow residential use were not included. These tax lots were assigned a residential zone or plan designation based on proximity to other residential zones, since the floodplain zone was included as a constraint.

Land in the Zone 2 contour was also identified due to additional considerations for capacity. Using the Intersect tool in GIS, land in tax lots either completely within or partially within the Zone 2 were calculated separately from land in those tax lots in Zone 1.

Exhibit 103. Residential Land Base by Zone and Plan Designation, McMinnville UGB, 2018

McMinnville HNA
Buildable Lands
Inventory Update
Zone/Comprehensive
Plan Designation



DRAFT

Date: June 9, 2023
Accurate as of 12/31/2021
Source: ECONorthwest
City of McMinnville
Yamhill County

Appendix B. Scenario Modeling

ECONorthwest developed scenario models to inform Project Advisory Committee discussions about needed housing mix and density. This appendix presents the models for reference.

The scenarios were developed as to support discussions during the Project Advisory Committee process at the December 18, 2018 meeting to support the Committee's discussions and provide a basis for recommendations. The scenarios were updated to the forecasts and land need presented in Chapters 5 and 6 of the report.

Housing Forecast by Housing Type

This section documents the process in determining needed housing mix and density assumptions. To inform the Project Advisory Committee's recommendation for the housing mix assumption, ECONorthwest modeled four housing mix scenarios. ECONorthwest used the scenarios to illustrate how housing mix impacts capacity and land sufficiency. The four scenarios were:

- **Existing Mix (ACS 2013–2017):** 68% single-family detached, 9% single-family attached, and 23% multifamily
- **Historical Mix (Housing Permitted 2000 to 2018):** 62% single-family detached, 8% single-family attached, and 31% multifamily
- **Scenario 1 (Preliminary Needed Mix):** 60% single-family detached, 10% single-family attached, and 30% multifamily
- **Scenario 2 (Preliminary Needed Mix):** 55% single-family detached, 12% single-family attached, and 33% multifamily

Using the four scenarios, ECONorthwest forecasted needed housing in McMinnville by housing type. Exhibit 104 presents a 20-year forecast (using the four scenarios), and Exhibit 105 presents the 5-, 10-, 20-, and 46-year forecasts (using the historic mix scenario).

Exhibit 104. Scenario Model: Forecast of Demand for New Dwelling Units, McMinnville UGB, 2021 to 2041

Source: Calculations by ECONorthwest. Note: Baseline housing mix is McMinnville's existing housing mix per US Census, 2013–2017 ACS, Table B25024.

Variable	Existing Mix (ACS 2013- 2017)	Historic Mix (2000 to 2018)	Scenario 1	Scenario 2
Needed new dwelling units (2021-2041)	4,424	4,424	4,424	4,424
Dwelling units by structure type				
Single-family detached				
Percent single-family detached DU	68%	62%	60%	55%
<i>equals</i> total new single-family detached DU	3,009	2,733	2,654	2,433
Single-family attached				
Percent single-family attached DU	9%	8%	10%	12%
<i>equals</i> total new single-family attached DU	399	332	442	531
Multifamily				
Percent multifamily	23%	31%	30%	33%
<i>equals</i> total new multifamily	1,016	1,359	1,328	1,460
<i>equals</i> Total new dwelling units (2021-2041)	4,424	4,424	4,424	4,424

Exhibit 105. Scenario Model: 5-, 10-, and 46-year Forecast of Demand for New Dwelling Units, McMinnville UGB, 2021 to 2067

Source: Calculations by ECONorthwest. Note: This exhibit uses the historic mix scenario.

Variable	Baseline Forecast			
	2021 to 2026 (5-Year)	2021 to 2031 (10-Year)	2021 to 2041 (20-Year)	2021 to 2067 (46-year)
Needed new dwelling units	1,079	2,190	4,424	10,435
Dwelling units by structure type				
Single-family detached				
Percent single-family detached DU	62%	62%	62%	62%
<i>equals</i> Total new single-family detached DU	667	1,353	2,733	6,447
Single-family attached				
Percent single-family attached DU	8%	8%	8%	8%
<i>equals</i> Total new single-family attached DU	81	164	332	783
Multifamily				
Percent multifamily	31%	31%	31%	31%
<i>Total new multifamily</i>	331	673	1,359	3,205
<i>equals</i> Total new dwelling units	1,079	2,190	4,424	10,435

The housing mix determination over the 2021 to 2041 period will impact McMinnville's overall housing mix in 2041. Exhibit 106 displays what McMinnville's overall housing mix would be in 2041 based on each of the four scenarios. Exhibit 107 displays what McMinnville's overall housing mix would be at the end of McMinnville's various planning horizons (2026, 2031, 2041, and 2067)

Exhibit 106. Scenario Model: Estimated Aggregate Future Housing Mix, McMinnville UGB, 2041

Source: Calculations by ECONorthwest. Note: According to the US Census, McMinnville had 8,902 single-family detached units, 1,180 single-family attached units, and 3,007 multifamily units (totaling 13,089 dwelling units) in the 2013–2017 period. The 17,513 (total) is the 13,089 units, plus the 4,424 needed new units.

	Existing Mix (ACS 2013- 2017)	Historic Mix (2000 to 2018)	Scenario 1	Scenario 2
Single-Family Detached				
Number	11,911	11,635	11,556	11,335
Percent	68%	66%	66%	65%
Single-Family Attached				
Number	1,579	1,512	1,622	1,711
Percent	9%	9%	9%	10%
Multifamily Units				
Number	4,023	4,366	4,335	4,467
Percent	23%	25%	25%	26%
Total	17,513	17,513	17,513	17,513

Exhibit 107. Scenario Model: Estimated Aggregate Future Housing Mix, McMinnville UGB, 2026, 2031, 2041, and 2067

Source: Calculations by ECONorthwest. Note: According to the US Census, McMinnville had 8,902 single-family detached units, 1,180 single-family attached units, and 3,007 multifamily units (totaling 13,089 dwelling units) in the 2013–2017 period. The totals are 13,089 units, plus the number of units needed in 5, 10, 20, and 46 years.

	Single-Family Detached		Single-Family Attached		Multifamily Units		Total
	Number	Percent	Number	Percent	Number	Percent	
2026 (5-year)							
Existing Mix	9,636	68%	1,277	9%	3,255	23%	14,168
Baseline Historic Mix	9,570	68%	1,261	9%	3,338	24%	14,169
Scenario 1	9,549	67%	1,288	9%	3,331	24%	14,168
Scenario 2	9,495	67%	1,309	9%	3,363	24%	14,168
2031 (10-year)							
Existing Mix	10,391	68%	1,377	9%	3,510	23%	15,279
Baseline Historic Mix	10,255	67%	1,344	9%	3,680	24%	15,279
Scenario 1	10,216	67%	1,399	9%	3,664	24%	15,279
Scenario 2	10,107	66%	1,443	9%	3,730	24%	15,279
2041 (20-year)							
Existing Mix	11,911	68%	1,579	9%	4,023	23%	17,513
Baseline Historic Mix	11,635	66%	1,512	9%	4,366	25%	17,513
Scenario 1	11,556	66%	1,622	9%	4,335	25%	17,513
Scenario 2	11,335	65%	1,711	10%	4,467	26%	17,513
2067 (46-year)							
Existing Mix	15,999	68%	2,121	9%	5,404	23%	23,524
Baseline Historic Mix	15,349	65%	1,963	8%	6,212	26%	23,524
Scenario 1	15,163	64%	2,224	9%	6,138	26%	23,524
Scenario 2	14,641	62%	2,432	10%	6,451	27%	23,524

Allocation of Needed Housing

ECONorthwest modeled allocation analyses for each of the four housing mix scenarios. The scenario models for the 20-year planning period are presented in Exhibit 108 through Exhibit 111 and do not reflect updated group quarters assumptions or account for units accommodated by infill or redevelopment. The revised methodology presented in the main report does not use this methodology, however. Thus, these tables are for reference into the process only.

The first step in the allocation analysis (presented here) is based on McMinnville’s historic share of housing developed in each of McMinnville’s existing zones between 2000 and 2018. For example, between 2000 and 2018, 16% of McMinnville’s housing development occurred in R-1, 44% occurred in R-2, 6% in R-3, and 34% in R-4.

Exhibit 108. Scenario Model: Allocation of Needed Housing by Housing Type and Zone Designation, Existing Mix Scenario, McMinnville UGB, 2021 to 2041

Source: Calculations by ECONorthwest.

Zoning Designations	Residential Plan Designation					County Zoning	C-3	Total
	R-1	R-2	R-3	R-4	O-R			
Dwelling Units								
Single-family detached	575	1,504	88	842	-	-	-	3,009
Single-family attached	44	89	44	222	-	-	-	399
Multifamily	68	391	115	442	-	-	-	1,016
Total	687	1,984	247	1,506	-	-	-	4,424
Percent of Units								
Single-family detached	13%	34%	2%	19%	0%	0%	0%	68%
Single-family attached	1%	2%	1%	5%	0%	0%	0%	9%
Multifamily	2%	9%	3%	10%	0%	0%	0%	23%
Total	16%	45%	6%	34%	0%	0%	0%	100%

Exhibit 109. Scenario Model: Allocation of Needed Housing by Housing Type and Zone Designation, Historic Mix Scenario, McMinnville UGB, 2021 to 2041

Source: Calculations by ECONorthwest.

Housing Type	Residential Plan Designation					County Zoning	C-3	Total
	R-1	R-2	R-3	R-4	O-R			
Dwelling Units								
Single-family detached	575	1,406	88	664	-	-	-	2,733
Single-family attached	44	89	44	155	-	-	-	332
Multifamily	68	473	115	703	-	-	-	1,359
Total	687	1,968	247	1,522	-	-	-	4,424
Percent of Units								
Single-family detached	13%	32%	2%	15%	0%	0%	0%	62%
Single-family attached	1%	2%	1%	4%	0%	0%	0%	8%
Multifamily	2%	11%	3%	16%	0%	0%	0%	31%
Total	16%	44%	6%	34%	0%	0%	0%	100%

Exhibit 110. Scenario Model: Allocation of Needed Housing by Housing Type and Zone Designation, Scenario 1, McMinnville UGB, 2021 to 2041

Source: Calculations by ECONorthwest.

Housing Type	Residential Plan Designations					County Zoning	C-3	Total
	R-1	R-2	R-3	R-4	O-R			
Dwelling Units								
Single-family detached	575	1,416	88	575	-	-	-	2,654
Single-family attached	44	110	66	222	-	-	-	442
Multifamily	88	442	133	665	-	-	-	1,328
Total	707	1,968	287	1,462	-	-	-	4,424
Percent of Units								
Single-family detached	13%	32%	2%	13%	0%	0%	0%	60%
Single-family attached	1%	2%	1%	5%	0%	0%	0%	10%
Multifamily	2%	10%	3%	15%	0%	0%	0%	30%
Total	16%	44%	6%	33%	0%	0%	0%	100%

Exhibit 111. Scenario Model: Allocation of Needed Housing by Housing Type and Zone Designation, Scenario 2, McMinnville UGB, 2021 to 2041

Source: Calculations by ECONorthwest.

Housing Type	Residential Plan Designations					County Zoning	C-3	Total
	R-1	R-2	R-3	R-4	O-R			
Dwelling Units								
Single-family detached	531	1,283	88	531	-	-	-	2,433
Single-family attached	44	221	44	222	-	-	-	531
Multifamily	133	442	133	752	-	-	-	1,460
Total	708	1,946	265	1,505	-	-	-	4,424
Percent of Units								
Single-family detached	12%	29%	2%	12%	0%	0%	0%	55%
Single-family attached	1%	5%	1%	5%	0%	0%	0%	12%
Multifamily	3%	10%	3%	17%	0%	0%	0%	33%
Total	16%	44%	6%	34%	0%	0%	0%	100%

Needed Densities

A city's average residential density is influenced by its housing mix. Using the four housing mix scenarios and McMinnville's historic densities with 3% added to account for density changes related to complying with HB 2001 (2021) (Exhibit 95), ECONorthwest illustrated how average gross densities increase as the share of single-family detached housing decreases.

Exhibit 112. Scenario Model: Estimated Aggregate Residential Densities, McMinnville UGB, 2021 to 2041

Source: Calculations by ECONorthwest.

Variable	Existing Mix (ACS 2013- 2017)	Historic Mix (2000 to 2018)	Scenario 1	Scenario 2
Dwelling units by structure type				
Single-family detached	3,009	2,733	2,654	2,433
Average gross density SFD	3.6	3.6	3.6	3.6
<i>equals</i> gross acres needed for SFD	836	759	737	676
Single-family attached	399	332	442	531
Average gross density SFA	9.3	9.3	9.3	9.3
<i>equals</i> gross acres needed for SFA	43	36	48	57
Multifamily	1,016	1,359	1,328	1,460
Average gross density MF	13.7	13.7	13.7	13.7
<i>equals</i> gross acres needed for MF	74	99	97	107
Total				
Housing Units	4,424	4,424	4,424	4,424
Average Gross Density	4.6	4.9	5.0	5.3
Gross Acres	953	894	882	839

Land Sufficiency Approximations for the 2021 to 2041 Planning Period

Exhibit 113, Exhibit 114, Exhibit 115, and Exhibit 116 show the residential land sufficiency results, modeled using each of the four housing mix scenarios. Notes about the models:

- Modeled results in this appendix do not reflect land needed to accommodate housing development before 2021, which is addressed in the main report.
- Modeled results in this appendix used a different methodology for group quarters, resulting in a different estimate for housing demand.
- Modeled results do not reflect assumptions for dwelling units accommodated through infill or redevelopment.

The scenario models show that McMinnville's 721 buildable acres (660 in residential zones) available for residential development has capacity for 2,921 dwelling units. Over the 2021 to 2041 planning period, McMinnville will have demand for 4,424 dwelling units. At densities observed between 2000 and 2018, this translates into a land deficit of (1) 321 gross acres in the existing mix scenario, (2) 320 gross acres in the historical mix scenario, (3) 325 gross acres in

scenario 1, and (4) 323 gross acres in scenario 2. Each scenario showed that McMinnville does not have sufficient capacity to accommodate needed new housing in R-1, R-2, R-3, and R-4 areas.

Note: Due to the way demand was allocated to zones in the allocation scenario models (see Exhibit 108, Exhibit 109, Exhibit 110, and Exhibit 111 as well as the corresponding basis), the approximate land surplus and deficit are relatively similar across models. Accordingly, the models allocate housing demand to zones comparably across models and at an average density applied on total units per zone.

Exhibit 113. Scenario Model: Comparison of Capacity of Existing Residential Land with Need for New Dwelling Units and Land Surplus or Deficit, Existing Mix, McMinnville UGB, 2021 to 2041

Source: Buildable Lands Inventory; Calculations by ECONorthwest. Note: DU is dwelling unit.

Zoning Districts	Capacity (Dwelling Units)	Demand (Dwelling Units)	Capacity minus Demand (Dwelling Units)	Approx. Land Surplus or (Deficit) -Gross Acres-
R-1 Single Family Residential	449	687	(238)	(77)
R-2 Single Family Residential	561	1984	(1,423)	(331)
R-3 Two Family Residential	28	247	(219)	(46)
R-4 Multiple-Family Residential	127	1506	(1,379)	(226)
O-R Office/Residential	3	0	3	0
C-3 General Commercial	-	0	0	0
County Zoning	1,753	0	1,753	358
Total	2,921	4,424	(1,503)	(321)

Exhibit 114. Scenario Model, Comparison of Capacity of Existing Residential Land with Need for New Dwelling Units and Land Surplus or Deficit, Historical Mix, McMinnville UGB, 2021 to 2041

Source: Buildable Lands Inventory; Calculations by ECONorthwest. Note: DU is dwelling unit.

Zoning Districts	Capacity (Dwelling Units)	Demand (Dwelling Units)	Capacity minus Demand (Dwelling Units)	Approx. Land Surplus or (Deficit) -Gross Acres-
R-1 Single Family Residential	449	687	(238)	(77)
R-2 Single Family Residential	561	1968	(1,407)	(327)
R-3 Two Family Residential	28	247	(219)	(46)
R-4 Multiple-Family Residential	127	1522	(1,395)	(229)
O-R Office/Residential	3	0	3	0
C-3 General Commercial	-	0	0	0
County Zoning	1,753	0	1,753	358
Total	2,921	4,424	(1,503)	(320)

Exhibit 115. Scenario Model: Comparison of Capacity of Existing Residential Land with Need for New Dwelling Units and Land Surplus or Deficit, Scenario 1, McMinnville UGB, 2021 to 2041

Source: Buildable Lands Inventory; Calculations by ECONorthwest. Note: DU is dwelling unit.

Zoning Districts	Capacity (Dwelling Units)	Demand (Dwelling Units)	Capacity minus Demand (Dwelling Units)	Approx. Land Surplus or (Deficit) -Gross Acres-
R-1 Single Family Residential	449	707	(258)	(83)
R-2 Single Family Residential	561	1,968	(1,407)	(327)
R-3 Two Family Residential	28	287	(259)	(54)
R-4 Multiple-Family Residential	127	1,462	(1,335)	(219)
O-R Office/Residential	3	-	3	0
C-3 General Commercial	-	-	0	0
County Zoning	1,753	-	1,753	358
Total	2,921	4,424	(1,503)	(325)

Exhibit 116. Scenario Model: Comparison of Capacity of Existing Residential Land with Need for New Dwelling Units and Land Surplus or Deficit, Scenario 2, McMinnville UGB, 2021 to 2041

Source: Buildable Lands Inventory; Calculations by ECONorthwest. Note: DU is dwelling unit.

Zoning Districts	Capacity (Dwelling Units)	Demand (Dwelling Units)	Capacity minus Demand (Dwelling Units)	Approx. Land Surplus or (Deficit) -Gross Acres-
R-1 Single Family Residential	449	708	(259)	(84)
R-2 Single Family Residential	561	1,946	(1,385)	(322)
R-3 Two Family Residential	28	265	(237)	(49)
R-4 Multiple-Family Residential	127	1,505	(1,378)	(226)
O-R Office/Residential	3	-	3	0
C-3 General Commercial	-	-	0	0
County Zoning	1,753	-	1,753	358
Total	2,921	4,424	(1,503)	(323)

City of McMinnville Economic Opportunities Analysis

June 2023

Prepared for:
City of McMinnville

FINAL DRAFT REPORT

ECONorthwest
ECONOMICS • FINANCE • PLANNING

KOIN Center
222 SW Columbia Street
Suite 1600
Portland, OR 97201
503.222.6060

This page intentionally blank

Acknowledgments

ECONorthwest prepared this report for the City of McMinnville. ECONorthwest and the City thank the many people who helped to develop the McMinnville Economic Opportunities Analysis.

<p>Project Advisory Committee Kellie Menke Roger Lizut Susan Dirks Sid Friedman Mark Davis Paul Davis Andrew Burton Beth Caster Michael Jester Robert J. Banagay Amanda Perron Matt Deppe</p>	<p>Patty O’Leary Doug Hurl Scott Cooper Alan Amerson Kelly McDonald Mike Morris Jeff Knapp Gioia Goodrum Ed Gormley Kyle Faulk Jody Christensen</p>	<p>2023 Project Advisory Committee Abigail Neilan Christopher Anderson Ellen Hogg Judith Pasch Katie Russ Katie Wennerstrom Rob Hallyburton Scott Green Matthew Deppe, McMinnville Planning Commission Kellie Menke, McMinnville City Council Melissa Ahrens, DLCD Regional Representative Heather Richards, Community Development Director</p>
<p>Public/Institutional Lands Work Group <i>PAC Members:</i> Paul Davis, Chemeketa Susan Muir, Parks Mike Bisset, City Infrastructure John Dietz, MWL Other Interested PAC Members</p>	<p><i>Additional Representatives:</i> Mary Ann Rodriguez, Linfield Matt Johnson, Churches Laura Syring, SD, Parks Peter Keenan, SD Ryan McIrvin, SD/Athletics Steve Ganzer, Parks Justin Hogue, County</p>	
<p>Technical Advisory Committee (TAC): Tom Schauer - Lead Heather Richards Chuck Darnell Jamie Fleckenstein</p>	<p>Mike Bisset Susan Muir (Parks Director) Angela Carnahan (DLCD) Stephanie Armstrong (Yamhill County)</p>	
<p>ECONorthwest Consulting Staff Bob Parker, Project Director</p>	<p>Margaret Raimann, Technical Manager</p>	<p>Beth Goodman, Project Director Scott Goodman, Associate</p>

For over 40 years ECONorthwest has helped its clients make sound decisions based on rigorous economic, planning, and financial analysis. For more information about ECONorthwest: www.econw.com. For more information about this report, please contact:

Tom Schauer
Senior Planner
230 NE Second Street
McMinnville, OR 97128
503-4745108
tom.schauer@mcminnvilleoregon.gov

Bob Parker
ECONorthwest
222 SW Columbia, Suite 1600
Portland, OR 97201
503-222-6060
parker@econw.com

Table of Contents

EXECUTIVE SUMMARY	V
1. INTRODUCTION	1
CONTENTS, FORMAT, AND GUIDING REQUIREMENTS	2
BACKGROUND	2
STATEWIDE PLANNING GUIDANCE	7
PUBLIC PROCESS	8
ORGANIZATION OF THIS REPORT	9
2. THE MCMINNVILLE ECONOMY	11
3. NATIONAL, STATE, AND REGIONAL OUTLOOK	20
NATIONAL TRENDS	20
STATE TRENDS	27
REGIONAL AND LOCAL TRENDS	32
4. ECONOMIC DEVELOPMENT POTENTIAL	45
FACTORS AFFECTING COMMUNITY ECONOMIC DEVELOPMENT POTENTIAL	46
TARGET INDUSTRIES	60
5. FORECAST EMPLOYMENT AND LAND NEEDS	68
EOA UPDATE PROCESS	68
BUILDABLE LANDS INVENTORY	68
FORECAST OF EMPLOYMENT GROWTH AND COMMERCIAL AND INDUSTRIAL LAND DEMAND	77
ESTIMATE OF DEMAND FOR COMMERCIAL AND INDUSTRIAL LAND	84
SUMMARY OF LAND SUFFICIENCY FOR EMPLOYMENT LAND IN MCMINNVILLE	108
6. COMPREHENSIVE PLAN POLICIES	110
ECONOMIC DEVELOPMENT GOALS AND POLICIES	110
APPENDIX A. BUILDABLE LANDS INVENTORY	118
APPENDIX B. EMPLOYMENT ON OTHER LAND AND EMPLOYMENT DENSITY	123
APPENDIX C. OTHER SITE NEEDS	135

This page intentionally blank

Executive Summary

This section summarizes the high-level findings from the analysis of land sufficiency of employment and public or institutional land in the McMinnville urban growth boundary (UGB).

Background

The City of McMinnville is in the process of reviewing future land needs and sufficiency of its Urban Growth Boundary for the planning period of 2021 – 2041 and 2021 – 2067, as part of its “Growing McMinnville Mindfully” program, to ensure that the City has sufficient land supply to support housing, economic development and public amenities to support future growth needs.

This evaluation process is comprised of several technical studies per the following: .

- an Oregon Land Use Goal 10 compliant housing needs assessment (HNA) and residential buildable land inventory,
- an Oregon Land Use Goal 9 compliant Economic Opportunities Analysis (EOA) and an employment buildable lands inventory, and
- an assessment of public and institutional land needs (e.g., parks, schools, etc).

These analyses are combined into a report called an “Urbanization Study” which allows the City of McMinnville to assess whether there is sufficient land within the Urban Growth Boundary (UGB) to accommodate land needs for the 20-year period 2021 – 2041, and to plan for an Urban Reserve Area (URA) to accommodate land needs for the planning period of 2041 – 2067.

This effort started in 2018 that resulted in 2020 draft reports. However, since the City was finishing up its UGB amendments necessary to meet the land needs for the planning period of 2003 – 2023 in 2020, the City elected to wait and update the reports based on the outcomes of that effort.

The analysis in this EOA was updated in 2023 to account for development that has occurred in recent years, as well as to make other minor changes in land needs, as described through this document.

How much growth is McMinnville planning for?

McMinnville is growing. Exhibit 1 summarizes population and employment forecasts for McMinnville. The population forecast projects that McMinnville will grow at 1.36% annually for the 2021-2041 period and 1.20% annually for the 2021-2067 period. The population forecast is based historic population growth trends, demographic changes and trends, and recent

development trends. The employment forecast projects employment growing at the same rate as population.

Exhibit 1. Population and employment forecasts, McMinnville UGB, 2021-2041, 2021-2067

Year	Population	Total Employment
2021	36,238	22,157
2041	47,498	29,042
2067	62,803	38,158
<i>Change 2021-2041</i>		
Number	11,260	6,885
Percent	31%	31%
AAGR	1.36%	1.36%
<i>Change 2021-2067</i>		
Number	26,565	16,001
Percent	73%	72%
AAGR	1.20%	1.19%

Source: ECONorthwest

How much employment land does McMinnville currently have?

McMinnville has 508 buildable acres of employment land. This includes 154 buildable acres of commercial land and 354 buildable acres of industrial land. Exhibit 2 summarizes the buildable lands inventory for employment lands. All of the buildable employment lands are in Water Pressure Zone 1. Some higher elevation areas within the westerly UGB are in Water Pressure Zone 2, which requires new infrastructure to serve that zone before the land can develop.

Exhibit 3 shows a map of the buildable employment land by zone. Some properties are subject to “Planned Development” overlays which provide unique land use regulations for certain properties. The classifications are listed below by zone. A few properties still have rural zoning, and are therefore classified by their urban commercial or industrial plan designation, which specifies the zoning and uses that will apply when rezoned. Planned Development overlays are addressed in the EOA for specific properties as needed.

When the City amended its UGB in 2020 with the adoption of Ordinance No. 5089, 39.30 acres of future neighborhood serving commercial land was designated Urban Holding that will be specifically located as the Urban Holding designated land is area planned per the provisions of the McMinnville Growth Management and Urbanization Plan, Appendix G – Framework Plan.

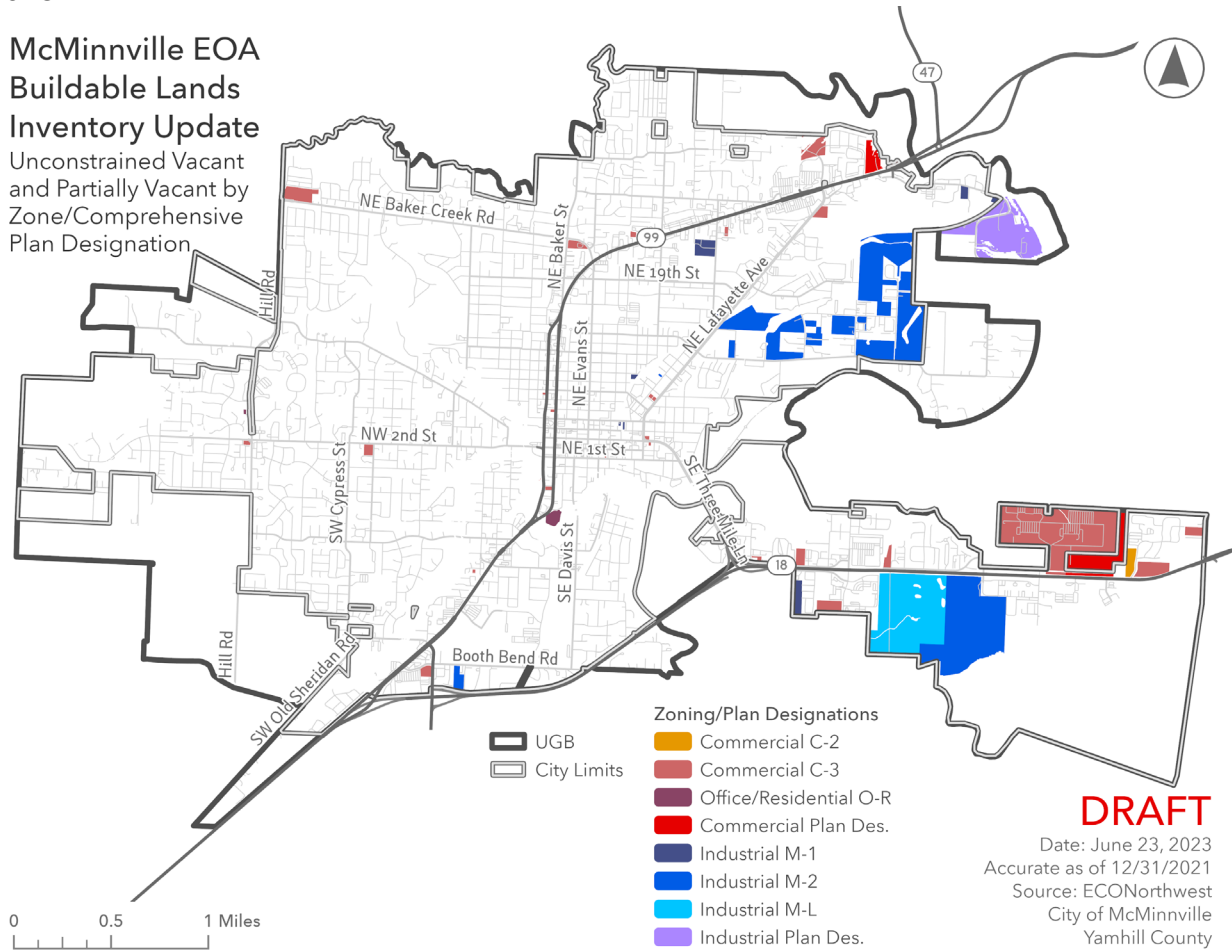
Exhibit 2. Unconstrained buildable vacant and partially vacant land by zoning, McMinnville UGB, 2023

Plan Designation	Buildable Acres
Commercial	154
Commercial zones	115
Urban Holding Plan Des.	39
Industrial	354
Total	508

Source: City of McMinnville GIS data; analysis by ECONorthwest. Note: numbers may not sum due to rounding.

Exhibit 3. Buildable employment land by zone with development constraints, McMinnville UGB, 2023

McMinnville EOA
Buildable Lands
Inventory Update
Unconstrained Vacant
and Partially Vacant by
Zone/Comprehensive
Plan Designation



DRAFT
Date: June 23, 2023
Accurate as of 12/31/2021
Source: ECONorthwest
City of McMinnville
Yamhill County

How much land will be required for employment?

Context

The City last updated its Economic Opportunities Analysis (EOA) in 2013, which was adopted and acknowledged. In 2019, the City adopted the MAC-Town 2032 Economic Development Strategic Plan (EDSP).

This current EOA update for the planning period of 2021-2041, incorporates new trend and forecast data, and ensures the City's land use planning documents provide the land use foundation to support the City's newly adopted economic development strategy, and ensure the Comprehensive Plan supports that strategy. It also considers a longer 46-year planning period, 2021- 2067 in preparation for a future Urban Reserve Area.

Since the City's economic development strategy is articulated in the new EDSP, this EOA update supports and references that work, but the scope didn't duplicate the work that was completed in the EDSP.

Demand

McMinnville will need about 697 gross acres (384 industrial and 313 commercial) for employment for the 2021 to 2041 period and 954 gross acres (384 industrial and 570 commercial) for the 2021 to 2067 period.

Demand was calculated in following components:

- By developing an employment forecast and assigning employment density factors to determine associated land needs, Employment forecasts indicate that McMinnville will add 6,885 jobs between 2021 and 2041 and 16,001 jobs between 2021 and 2067. *For this component of the demand, McMinnville will need at least 405 gross acres (153 industrial and 252 commercial) for employment for the 2021 to 2041 period and 899 gross acres (329 industrial and 570 commercial) for the 2021 to 2067 period.*
- By removing the following employment from the employment forecast, and instead estimating land needs for these employers based on interviews with the respective entities: local government, K-12, and higher education. *These are discussed in the public and institutional land needs section of the Urbanization Summary report, and are not discussed in the land sufficiency analysis for commercial and industrial employment.*
- The City assumed 5% of new employment would be accommodated on sites that don't require new vacant land, through infill, redevelopment, and locations that don't require new employment land.
- By identifying the retail leakage highlighted in a market analysis, which identifies existing deficits in the base year that are not otherwise accounted for in the forecast of future employment from 2021-2041. *McMinnville will need about 12.2 acres to address existing retail leakage.*

- By estimating other needed sites which are not accounted for in the average density assumptions. The sites for these uses are unique and not accounted for in the standard employment density factors. These are target industries and uses in the MAC-Town 2032 Economic Development Strategic Plan. *McMinnville will need 56 acres for other needed sites on commercial (e.g., land needs not accounted for in the employment projections) in the 2021 to 2041 period.* A net increase of 49 acres when adjusting the employment forecast to reflect these unique site needs and adjustments to average density assumptions for these sites and uses.
- Calculation of additional needed sites on industrial land, based on target industries identified in the EDSP, resulted in *overall demand for 384 acres of industrial land.*

Supply

In 2023, within the UGB, McMinnville has 508 buildable acres of employment land. This includes 154 buildable acres of commercial land and 354 buildable acres of industrial land.

- **Commercial.** Of the 154 buildable acres of commercial land, about 89 acres are in vacant lots, and 65 acres are in partially-vacant lots (excluding the 39 acres of land in the Urban Holding zone, which has not yet been zoned commercial). About 56 acres (approximately 36% of the buildable commercial land) is on the Evergreen property, which is subject to a Planned Development that limits uses to tourism-related uses consistent with the master plan. There are only about two dozen tax lots with buildable commercial acreage, and only some of these contiguous. Note that when the City amended its UGB in 2020 with the adoption of Ordinance No. 5089, 39.30 acres of future neighborhood serving commercial land was designated Urban Holding that will be specifically located as the Urban Holding designated land is area planned per the provisions of the McMinnville Growth Management and Urbanization Plan, Appendix G – Framework Plan.
- **Industrial.** Of the 354 buildable acres of industrial land, about 301 acres are in vacant lots, and 53 acres are in partially-vacant lots. About 50% of the supply (177 acres) is in two tax lots over 50 acres, about 88 and 90 acres. McMinnville has one 24 acre site. The remaining sites are smaller than 15 buildable acres.

Sufficiency

Exhibit 4 shows the capacity of unconstrained vacant land and the demand for employment land over the 5-, 10-, 20-, and 46-year planning periods.

Exhibit 4. Comparison of the capacity of unconstrained vacant land with employment land demand by land use type, McMinnville UGB, 2021–2026, 2021–2031, 2021–2041, and 2021–2067

Land Use Type	5-year (2021-2026)			10-year (2021-2031)			20-year (2021-2041)			46-year (2021-2067)		
	Land Supply	Land Demand	Land Sufficiency (Deficit)	Land Supply	Land Demand	Land Sufficiency (Deficit)	Land Supply	Land Demand	Land Sufficiency (Deficit)	Land Supply	Land Demand	Land Sufficiency (Deficit)
Industrial	354	38	316	354	77	277	354	384	(29)	354	384	(29)
Commercial	154	63	91	154	126	28	154	313	(159)	154	570	(416)

Source: ECONorthwest.

How much land will be required for public or institutional uses?

Land needed for public or institutional use in McMinnville is shown in Exhibit 5. These needs are not addressed in the HNA or EOA documents but are included in the Urbanization Study report. (Appendix E. Public and Institutional Land Need provides the detailed results for public and institutional uses.) McMinnville will need an additional 477 acres in the 2021 to 2041 period and 780 acres in the 2021-2067 period.

Exhibit 5. Estimated demand (in acres) for public and institutional land, McMinnville UGB, 2021-2041 and 2021-2067

Organization/Sector	Additional Land Need	
	20-Year (2021-2041)	46-Year (2021-2067)
City of McMinnville (non-parks), ¹	7	11
City of McMinnville (parks), ²	392	606
McMinnville Water & Light	21	21
Chemeketa Community College	0	0
Linfield College	0	0
McMinnville School District	10	40
Yamhill County	6	13
State of Oregon	1	2
Federal Government	2	4
Churches	38	83
Other	0	0
Sum	477	780

The City expanded its UGB in 2020, including land for public and semi-public uses by 383 acres. Exhibit 6 compares the land need for Public and Institutional land needs through 2041 with the UGB expansion for Public and Semi-Public land needs for 2003-2023. Exhibit 6 shows that

McMinnville’s UGB expansion added about 383 acres for public and semi-public uses, resulting in a remaining unmet public and semi-public land need.

Exhibit 6. Comparison of Land Added to the UGB for Public and Semi-Public land needs in 2020 with the Estimate of Public and Institutional Land Need through 2041

Category of Land Need	UGB Expansion for 2003-2023 Phase 2	Need through 2041	Surplus or (Deficit)
Parks	254	392	(138)
Schools (McMinnville SD)	54	10	44
Private Schools (colleges)	2	0	2
Religious (churches)	48	38	9
Government (City, County, State, Federal)	1	16	(15)
Semi-public Services (Water & Light)	25	21	4
Total	383	477	(94)

1. Introduction

This report presents an update to the 2013 Economic Opportunities Analysis (EOA) for the City of McMinnville. The purpose of an EOA is to develop information as a basis for policies that capitalize on McMinnville's opportunities and help address the City's challenges. In 2019, the City adopted the *MAC-Town 2032 Economic Development Strategic Plan*. This EOA Update is intended to:

- Provide the analysis and land use foundation necessary to achieve the City's economic development strategy.
- Identify policy issues that will need to be reflected in the Comprehensive Plan to achieve the economic development strategy.
- Update the trend data and forecasting, the buildable land inventory, and employment land needs to a common planning period with the City's housing needs analysis and other land needs. This update is part of an urbanization report to inform the strategy and identify land needs for a 20-year planning period to determine sufficiency of buildable lands and land use policies to meet identified needs consistent with the City's vision. Additional long-term and short-term planning periods are also analyzed consistent with planning for Urban Reserves and to ensure adequate short-term supply of needed sites.

This version of the EOA is intended to provide an update to the previous 2013 EOA, and thus retains portions of the content and narrative throughout. Where necessary, this update uses updated data on employment trends and commercial and industrial land needs, as well as refined approaches to methods for forecasting employment growth. The competitive advantages (i.e., advantages and disadvantages) for economic development in McMinnville did not change substantially since evaluation of these factors in the 2013 EOA or the *MAC-Town 2032 Economic Development Strategic Plan* adopted in 2019. This 2023 EOA updates the information included in the 2013 EOA to include the new information on competitive advantages and the target industries identified in the Strategic Plan, with consideration for any outdated information.

In 2023, the City updated the EOA to account for:

- Changes in the buildable lands inventory, including:
 - Accounting for land brought into the urban growth boundary in 2020
 - Development that occurred through December 31, 2021, as an update to the buildable lands inventory
- Update to the "Other Sites" needed in Exhibit 58 to remove sites that have been accommodated elsewhere.
- Update to the estimate of Land Needed to reflect the decrease in land needs for "Other Sites".

- Update the estimate of Land Sufficiency to reflect changes in the inventory of buildable land and the change in land need.
- Update to Appendix E to acknowledge acreage brought into the UGB to accommodate public and institutional land needs.

Other than these items, the City did not substantively update assumptions in the EOA, as they were thoroughly reviewed by the Project Advisory Committee in development of the EOA.

Contents, Format, and Guiding Requirements

The EOA includes technical analysis to address a range of questions that McMinnville faces in managing its commercial and industrial land. For example, the EOA includes an employment forecast that describes how much growth McMinnville should plan for over the planning period and identifies the amount and type of employment land necessary to accommodate growth in McMinnville over that period. The EOA also includes an inventory of commercial and industrial land within McMinnville’s urban growth boundary (UGB) to provide information about the amount of land available to accommodate employment growth.

This EOA complies with the requirements of statewide planning Goal 9, the Goal 9 administrative rules (OAR 660 Division 9), and the court decisions that have interpreted them. Goal 9 requires cities to identify the characteristics of sites needed to accommodate industrial and other employment uses (OAR 660-009-0025(1)) over the 2021-2041 20-year planning period. This approach could be characterized as a *site-based* approach that projects land need based on the forecast for employment growth, the City’s economic development objectives, and the specific needs of target industries. This updated analysis is more comprehensive than the State requires, as it looks at the employment needs for a 5-, 10-, and 46-year period, in addition to the 20-year period. The shorter-term analyses are intended to identify immediate employment land needs and strategies given current land-need deficiencies, and the 46-year analysis can provide a basis for the establishment of urban reserve areas (URAs).

Background

The City adopted an updated EOA in 2013. It provided the following history of work prior to the 2013 EOA update:

McMinnville’s Comprehensive Plan, as adopted in 1981, consists of three interrelated volumes:

- Volume I – covering background information for the plan process
- Volume II – listing adopted goals and policies
- Volume III – consisting of implementation ordinances and measures including the comprehensive plan and zoning maps, annexation, zoning and land division ordinances, and planned development overlays on areas of special significance

In 2001, the City of McMinnville completed an Economic Opportunities Analysis (EOA) aimed to “inventory all non-residential lands and conduct an analysis of its future commercial and

industrial land needs, consistent with the requirements of current Statewide Planning Goals, laws, and administrative rules.” The EOA identified a potential surplus of industrial land and a deficit of commercial land over what was then a 20-year forecast horizon of 2000-2020. The EOA was approved by the City Council in February 2002 and subsequently acknowledged by the State Land Conservation and Development Commission (LCDC).

In 2003, a McMinnville Growth Management and Urbanization Plan (MGMUP) was adopted as an element of the Comprehensive Plan. This document provided guiding principles and a development concept for future growth, including a proposed expansion of McMinnville’s Urban Growth Boundary (UGB).

In conjunction with this process, the City also updated the work of the 2001 EOA with respect to a revised Population and Employment Justification and a Revised Buildable Land Analysis, to bring these analyses current to the January 1, 2003 starting benchmark of the UGB review process. In effect, the 20-year planning horizon was shifted from 2000-2020 by three years to 2003-2023. In addition, the buildable lands analysis was updated to reflect changes that occurred between 2001 and 2003, and land need projections were adjusted accordingly.

The MGMUP documented the need for UGB expansion approaching 1,125 buildable acres (to meet needs for 2003-2023), with more than 90% of the need accounted by proposed expansion of land for residential, parks and related public uses. The remaining 9% represented land documented as needed for commercial development. The MGMUP was approved by LCDC, but then appealed by private parties to the Oregon Court of Appeals for issues related to prioritization of the types of agricultural land that can be added to the UGB. The Court eventually reversed and remanded LCDC’s approval; LCDC subsequently reversed and remanded their action to the City of McMinnville.

In 2020, the City finished the remanded portion of the work, adopted the revised McMinnville Growth Management and Urbanization Plan and its associated UGB amendment, and the state acknowledged the work in April, 2021.

2013 EOA Update

The City of McMinnville last conducted a Goal 9-compliant analysis and evaluation of economic trends in the 2013 EOA update, which was based on 2010 Census and other employment data. The 2019 Economic Development Strategic Plan also included a Demographic and Economic profile of McMinnville.

The 2013 EOA acknowledged that due to the prior Court of Appeals decision, “a previously determined 106-acre deficiency of commercial land for McMinnville’s’ 20-year need has not been fully remedied. While the City of McMinnville is not pursuing any proposal to increase its UGB at this time, the need to address the potential imbalance of commercial and industrial land requirements has become more apparent due to the effects of a changing global, regional and local economy...”

The 2013 EOA stated, “As noted, while always an option for potential consideration, this EOA update assumes that McMinnville’s UGB will not be expanded during the updated 20-year forecast period for purposes of providing non-residential (or employment) land need; rather, any needs for added forecast employment growth are anticipated to be accommodated through efficiency or other measures as available to avoid UGB expansion.” The 2013 EOA found a 36-acre shortfall of commercial land for the 2013-2033 planning period, and a surplus of industrial land. This resulted in findings that led to subsequent rezoning of some of the surplus industrially-zoned acreage to commercially-zoned acreage in response to identified commercial land deficits.

One of the land-use efficiencies identified in the 2020 UGB amendment was to rezone 40 acres of industrial land to commercial land. This was adopted as a comprehensive plan policy and land-use efficiency but the comprehensive plan map and zoning map amendment have not yet been executed.

Planning Area Definition

The EOA provides the data and analysis necessary to evaluate the sufficiency of McMinnville’s UGB to meet needs for the identified planning period. As such, it includes an evaluation of the buildable lands within McMinnville’s current UGB (as illustrated by the Comprehensive Plan map on the following page). This EOA also provides discussion of the Yamhill County, regional, statewide and national context within which local economic development opportunities are appropriately framed. The report provides information that will be needed to address UGB and Urban Reserve needs for any deficit of lands that isn’t met within the current UGB. It also provides information about site needs and characteristics that will assist with UGB an Urban Reserve alternatives analysis. The analysis area for alternatives analysis is articulated in state law and will be addressed in a separate step in this review.

Community Economic Development Objectives

Current community objectives for economic development can be found as part of the following City documents:

MAC-Town 2032 Strategic Plan (adopted 2019)

In 2019, McMinnville adopted the *MAC-Town 2032 Strategic Plan*, which includes new vision, mission, and values statements. It also includes goals for seven strategic priorities, and for each goal, there are identified objectives and priority actions. Additional actions are also identified.

Vision, Mission, Values

Vision

A collaborative and caring city inspiring an exceptional quality of life.

Mission

The City of McMinnville delivers high-quality services in collaboration with partners for a prosperous, safe, and livable community.

Values

- **Stewardship.** We are responsible caretakers of our shared public assets and resources. We do this to preserve the strong sense of community pride which is a McMinnville trademark.
- **Equity.** We are a compassionate and welcoming community for all – different points of view will be respected. Because not all members of our community are equally able to access our services or participate in public process, we commit ourselves to lowering these barriers.
- **Courage.** We are future-oriented, proactively embracing and planning for change that is good for our community and consistent with our values.
- **Accountability.** We believe healthy civil discourse is fostered through responsive service and clear, accurate, useful information.

Strategic Priorities. To move McMinnville toward its vision, the City believes it will need to make disproportionate investment in time and resources in these areas.

One of these strategic priorities is Economic Prosperity, with the following goal and objectives. Each objective also has associated priority actions.

- Goal: Provide economic opportunity for all residents through sustainable growth across a balanced array of traditional and innovative industry sectors.
- Objectives:
 - Accelerate growth in living wage jobs across a balanced array of industry sectors
 - Improve systems for economic mobility and inclusion
 - Foster opportunity in technology and entrepreneurship
 - Be a leader in hospitality and place-based tourism
 - Locate higher job density activities in McMinnville
 - Encourage connections to the local food system and cultivate a community of exceptional restaurants

MAC-Town 2032 Economic Development Strategic Plan (adopted 2019)

In 2019, McMinnville adopted the *MAC-Town 2032 Economic Development Strategic Plan*, which updated the City’s mission and goals related to economic development, as a supplement to the goals and policies in the Strategic Plan and Comprehensive Plan. The mission in the Plan states:

“McMinnville provides economic opportunity for all residents through sustainable growth across a balanced array of traditional and innovative industry sectors, from steel

manufacturing to technology. Economic growth is collaborative, and inclusive of individuals from diverse backgrounds. Businesses leverage local and regional talent pipelines while attracting new employees and residents who value McMinnville’s high quality of life. Our strong downtown serves residents and visitors alike, featuring unique shops and world-class restaurants that offer locally-produced food products and globally-renowned wine. As we evolve, we prize our small-town roots and we maintain McMinnville’s character.”

The “foundational goals and strategies” defined in the plan are:

1. Accelerate growth in living-wage jobs across a balanced array of industry sectors
2. Improve systems for economic mobility and inclusion
3. Maintain and enhance our high quality of life

The “target sector goals and strategies” defined in the plan are:

4. Sustain and innovate within traditional industry and advanced manufacturing
5. Foster opportunity in technology and entrepreneurship
6. Be a leader in hospitality and place-based tourism
7. Align and cultivate opportunities in craft beverages and food systems
8. Proactively assist growth in education, medicine, and other sciences

Economic Opportunities Analysis (2013)

McMinnville last completed an EOA in 2013, as an update to the 2001/2003 EOA process. Section 6 of the EOA provided discussion and findings for each relevant goal in the Comprehensive Plan for community economic development objectives. Chapter 6 provides updated discussion of these Goals. The 2013 EOA also recommended updates to the list of cluster target industries to include Advanced Manufacturing and Healthcare/Traded Sector Services. A full discussion of these sectors is included in Chapter 4 of this EOA.

Comprehensive Plan (Adopted 1981, and subsequently amended).

McMinnville’s Comprehensive Plan consists of three interrelated volumes.

- Volume I – covering background information for the plan process
- Volume II – listing adopted goals and policies
- Volume III – consisting of implementation ordinances and measures including the comprehensive plan and zoning maps, annexation, zoning and land division ordinances, and planned development overlays on areas of special significance

A more detailed statement of economic development goals is embodied by the Comprehensive Plan (Volume II Goals and Policies), Chapter IV – Economy of McMinnville (as amended)

General:

Goal IV 1: To encourage the continued growth and diversification of McMinnville's economy in order to enhance the general well-being of the community and provide employment opportunities for its citizens.

Commercial Development:

Goal IV 2: To encourage the continued growth of McMinnville as the commercial center of Yamhill County in order to provide employment opportunities, goods, and services for the city and county residents.

Goal IV 3: To ensure commercial development that maximizes efficiency of land use through utilization of existing commercially designated lands, through appropriately locating future neighborhood and community serving commercial lands and discouraging strip development.

Goal IV 4: To promote the downtown as a cultural, administrative service, and retail center of McMinnville.

Industrial Development:

Goal IV 5: To continue the growth and diversification of McMinnville's industrial base through the provision of an adequate amount of properly designated lands.

Goal IV 6: To insure industrial development that maximizes efficiency of land uses, that is appropriately located in relation to surrounding land uses, and that meets necessary environmental standards.

Each goal has associated policies and proposals. The Comprehensive Plan includes a series of general, locational and design policies as "more precise and limited statements intended to further define the goals." Also included as part of the Economic Development element of the existing adopted plan are three proposals as "possible courses of action" to further implement the goals and policies.

The 2020 EOA draws on information from numerous data sources, such as the Oregon Employment Department, U.S. Bureau of Economic Analysis, U.S. Bureau of Labor Statistics, and the U.S. Census. In addition to retaining all relevant information from the 2013 EOA, the EOA update also uses information from the Three Mile Lane market analysis, completed in March 2019.

Statewide Planning Guidance

The content of this report is designed to meet the requirements of Oregon Statewide Planning Goal 9 and the administrative rule that implements Goal 9 (OAR 660-009). The analysis in this

report is designed to conform to the requirements for an Economic Opportunities Analysis in OAR 660-009 as amended.

1. *Economic Opportunities Analysis (OAR 660-009-0015)*. The Economic Opportunities Analysis (EOA) requires communities to identify the major categories of industrial or other employment uses that could reasonably be expected to locate or expand in the planning area based on information about national, state, regional, county or local trends; identify the number of sites by type reasonably expected to be needed to accommodate projected employment growth based on the site characteristics typical of expected uses; include an inventory of vacant and developed lands within the planning area designated for industrial or other employment use; and estimate the types and amounts of industrial and other employment uses likely to occur in the planning area. Local governments are also encouraged to assess community economic development potential through a visioning or some other public input-based process in conjunction with state agencies.
2. *Industrial and commercial development policies (OAR 660-009-0020)*. Cities are required to develop commercial and industrial development policies based on the EOA. Local comprehensive plans must state the overall objectives for economic development in the planning area and identify categories or particular types of industrial and other employment uses desired by the community. Local comprehensive plans must also include policies that commit the city or county to designate an adequate number of employment sites of suitable sizes, types and locations. The plan must also include policies to provide necessary public facilities and transportation facilities for the planning area.
3. *Designation of lands for industrial and commercial uses (OAR 660-009-0025)*. Cities and counties must adopt measures to implement policies adopted pursuant to OAR 660-009-0020. Appropriate implementation measures include amendments to plan and zone map designations, land use regulations, public facility plans, and transportation system plans. More specifically, plans must identify the approximate number, acreage and characteristics of sites needed to accommodate industrial and other employment uses to implement plan policies, and must designate serviceable land suitable to meet identified site needs.

Public Process

At the broadest level, the purpose of the project was to understand how McMinnville's employment has changed since the completion of the 2013 EOA, as well as update the city's employment land needs to align with planning periods used in the 2019 HNA. In 2019, the city adopted an economic development strategy that provided a framework for policies and implementation actions for economic development. The update to the EOA requires a broad

range of assumptions that influence the outcomes. Public engagement during the project was accomplished through facilitation of a Project Advisory Committee as described below.¹

Project Advisory Committee Meetings

The City of McMinnville and ECONorthwest solicited public input from an ad-hoc Project Advisory Committee. The Project Advisory Committee met 5 times² to discuss project assumptions, results, and implications. The project relied on the Project Advisory Committee to:

- Review work products, advise on public involvement, and consider public input when making recommendations.
- Advise the project team on matters regarding employment needs and the buildable lands inventory in McMinnville.
- Work collaboratively with, and provide guidance to, the staff and consultant project team in the preparation for the McMinnville Economic Opportunities Analysis.

A public lands work group was also established to review and make recommendation regarding unique land needs associated with employment and land uses for public and institutional organizations.

In 2023, a Project Advisory Committee met twice to discuss the changes to the EOA analysis described above and throughout the document, and a work session was conducted with the McMinnville City Council.

Organization of this Report

This report is organized as follows:³

- **Chapter 2. The McMinnville Economy** – as a review of pertinent population, demographic and economic trends for McMinnville in the context of what is occurring throughout Yamhill County, a larger economic region, statewide and nationally.
- **Chapter 3. National, State & Regional Outlook** – covering recent economic experience and forecasts external to the community that could influence employment uses reasonably expected to locate or expand in the McMinnville UGB over the 5-, 10-, 20-, and 46-year planning horizons of this EOA.
- **Chapter 4. Economic Development Potential** – focused on factors that currently and prospectively affect economic development in McMinnville.

¹ In addition to Project Advisory Committee meetings, the City of McMinnville also maintained a project website and social media presence.

² Project Advisory Committee meeting dates: July 10, 2019; September 5, 2019; October 10, 2019; November 13, 2019; and January 21, 2020.

³ The organization of the report is intended to align as closely as possible to the 2013 EOA. Some subsections may differ due to changes in methodology or alternative data sources.

- **Chapter 5. Forecast Employment & Land Needs** – detailing an updated UGB employment forecast together with industrial/commercial buildable lands inventory and determination of long- and short- term needs, parcel size evaluation, site characteristics, and commercial/industrial policy options necessary to provide the land use foundation for the City’s economic development strategy.

This report also includes two appendices:

- **Appendix A, Buildable Lands Inventory Methodology**
- **Appendix B, Employment on Other Land and Employment Density**
- **Appendix C, Other Site Needs**
- **Appendix D, Site Need Letters**
- **Appendix E, Public and Institutional Land Need**

2. The McMinnville Economy

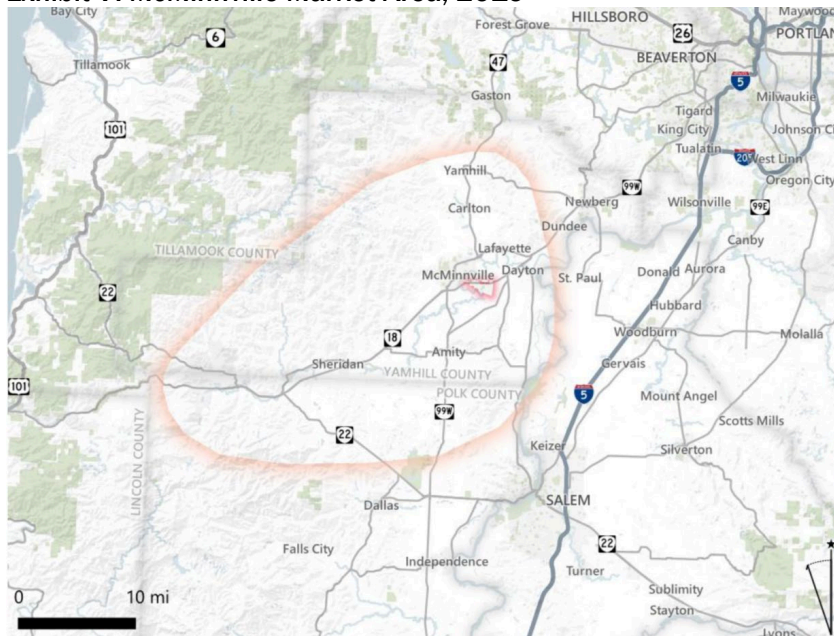
This chapter describes the factors affecting economic growth in McMinnville within the context of national and regional economic trends. The analysis presents the City's competitive advantages for growing and attracting businesses, which forms the basis for identifying potential growth industries in McMinnville.

McMinnville exists within the context of the county, market area, region, state, national, and international context and economies. OAR 660-009-0015 (1) requires a review of national, state, regional, county and local trends.

Regions are defined differently for different purposes. McMinnville exists as part of the economy of the following regions. Also included, as available, are pertinent comparable data for Yamhill County, the state of Oregon and United States.

- 10-County Economic Region. (used for 2013 EOA)
- 7-County Portland MSA (US Census Bureau-defined economically integrated region)
- 6-County North Valley Region (used in 2001/03 EOA, which also used "Willamette valley with three additional counties for some indicators)
- 4-County Mid-Valley Region (defined by the Oregon Employment Department and used in their reporting): Linn, Marion, Polk, Yamhill
- Market Area (relates predominantly to retail trade) (Exhibit 7). Market area will vary depending on the type of attractor. Larger regional shopping may have a larger market areas while neighborhood retail will have a smaller market area).

Exhibit 7. McMinnville Market Area, 2019



Source: McMinnville Three Mile Lane Area Plan: Market Analysis; TIGER, Leland Consulting Group.

Employment Trends in McMinnville and Yamhill County

The economy of the nation changed substantially between 1980 and 2018. These changes affected the composition of Oregon’s economy, including McMinnville’s economy. At the national level, the most striking change was the shift from manufacturing employment to service-sector employment. The most important shift in Oregon during this period has been the shift from a timber-based economy to a more diverse economy, with the greatest employment in services. This section focuses on changes in the economy in Yamhill County since 2001 and in McMinnville since 2007.

Exhibit 8 shows covered employment⁴ in Yamhill County for 2001 and 2018. Employment increased by 8,202 jobs, or 29%, over this period, which included the Great Recession and subsequent recovery. The sectors with the largest increases in numbers of employees were Arts, entertainment, and recreation; Healthcare and social assistance; Other services; Accommodation and food services; and Professional and business services.

The average wage for employment in Yamhill County in 2018 was about \$42,321. Employment in higher wage industries, such as Information and Transportation, Warehousing, and Utilities, decreased by 204 jobs over the 2001 to 2018 time period.

Exhibit 8. Covered Employment by Industry, Yamhill County, 2001-2018

Sector	2001	2018	Change 2001 to 2018		
			Difference	Percent	AAGR
Natural Resources and Mining	2,824	3,668	844	30%	1.6%
Construction	1,492	1,977	485	33%	1.7%
Manufacturing	5,584	6,901	1,317	24%	1.3%
Wholesale trade	560	629	69	12%	0.7%
Retail trade	3,157	3,728	571	18%	1.0%
Transportation, Warehousing and Utilities	645	468	-177	-27%	-1.9%
Information	269	242	-27	-10%	-0.6%
Financial Activities	972	1,007	35	4%	0.2%
Professional and Business Services	1,371	1,936	565	41%	2.1%
Educational Services	1,166	1,512	346	30%	1.5%
Health care and social assistance	2,792	4,881	2,089	75%	3.3%
Arts, entertainment, and recreation	172	350	178	103%	4.3%
Accommodation and food services	2,145	3,441	1,296	60%	2.8%
Other Services	852	1,378	526	62%	2.9%
Unclassified	19	10	-9	-47%	-3.7%
Government	4,090	4,184	94	2%	0.1%
Total	28,110	36,312	8,202	29%	1.5%

Source: Bureau of Labor Statistics, Quarterly Census of Employment and Wages, 2001-2018.

Exhibit 9 shows covered employment and average wage for the 10 largest employment industries in Yamhill County in 2018. Jobs in manufacturing account for about 19% of the

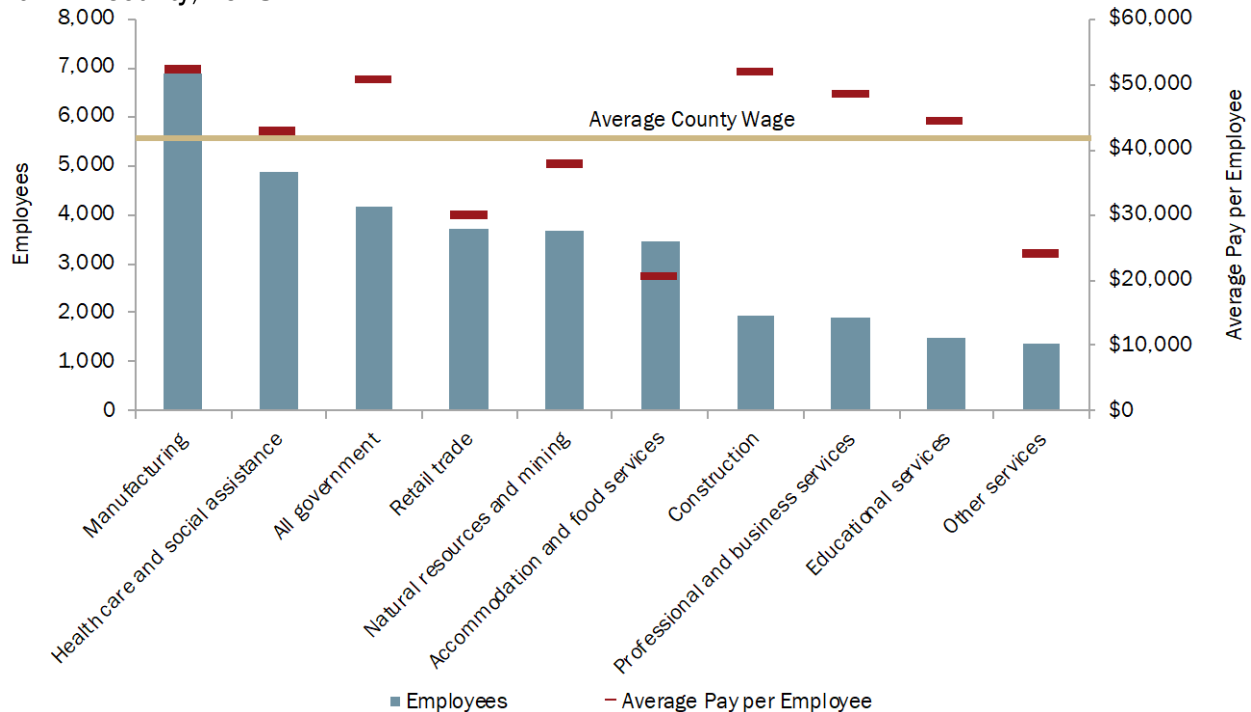
⁴ **Covered** employment includes employees covered by unemployment insurance. Examples of workers not included in covered employment are sole proprietors, some types of contractors (often referred to as “1099 employees”), or some railroad workers. Covered employment data is from the Oregon Employment Department.

county's covered employment and these jobs pay approximately 24% more than the county average wage (\$52,303 compared to \$42,321). Healthcare and social assistance jobs are the next largest employment sector, making up about 13% of Yamhill County's covered employment. Wages in this industry are closer to the county average, paying employees an average of \$42,952. Government jobs account for 12% of the county's covered employment. These jobs pay roughly 20% more than the county average (\$50,765 compared to \$42,321).

Though not shown in Exhibit 9 due to relatively low employment levels, wholesale trade, on average, pays employees \$62,411, 47% above the county average wage. This sector only makes up about 2% of Yamhill County's total covered employment, though it pays the highest wages.

Additionally, jobs in construction (\$51,947), professional and business services (\$48,497), and educational services (\$44,398), pay more per year than the county average. However, these three sectors make up a smaller employment base than Retail trade, Natural resources and mining, and Accommodation and food services, which pay below the average county wage.

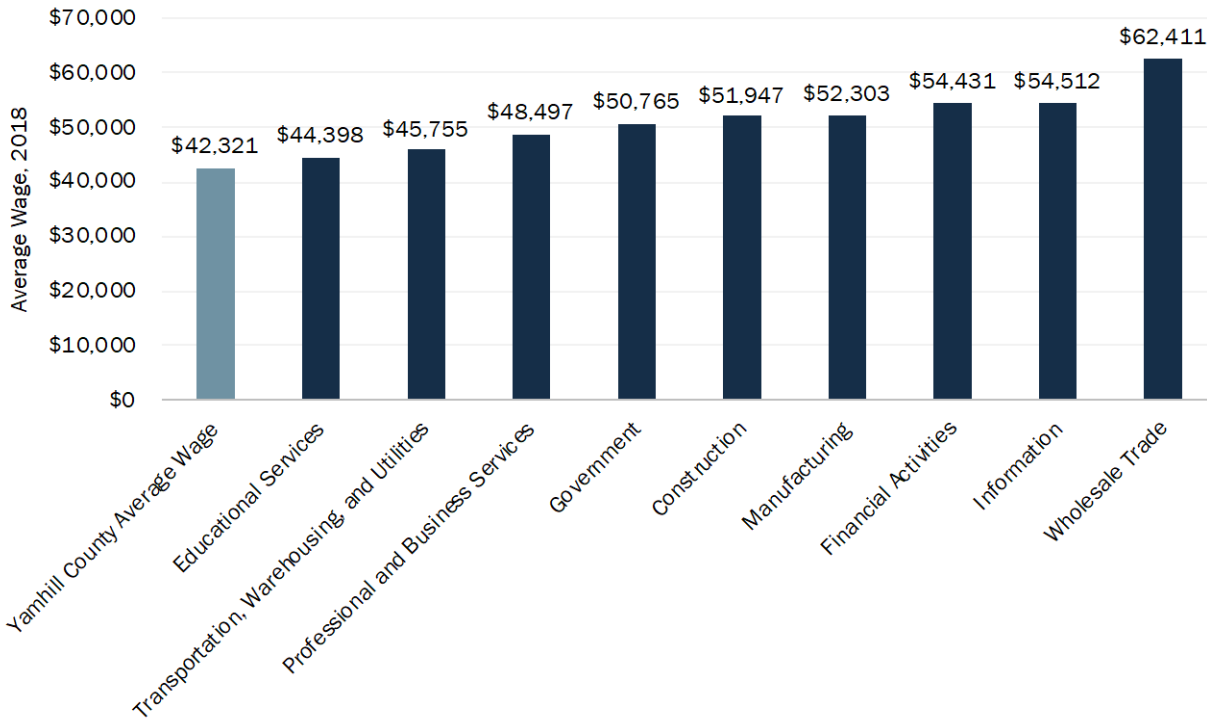
Exhibit 9. Covered Employment and Average Pay by Sector, 10 Largest Employment Sectors Yamhill County, 2018



Source: Bureau of Labor Statistics, Quarterly Census of Employment and Wages, 2018.

Exhibit 10 shows the sectors in Yamhill County that pay an annual average wage above the countywide average wage. Some of these sectors, such as wholesale trade and construction, are shown in Exhibit 9; however, other higher paying sectors include information (\$54,512), financial activities (\$54,431), and manufacturing (\$52,303).

Exhibit 10. Highest Paying Sectors in Yamhill County, 2018



Source: Bureau of Labor Statistics, Quarterly Census of Employment and Wages, 2018.

Between 2007 and 2017, employment in McMinnville increased by about 1,123 employees (8%) at an annual average growth rate of 0.8%. Employment in Accommodation and food services and Retail trade increased by 372 employees and 309 employees respectively, while employment in Transportation and warehousing and Utilities decreased by about 229 (Exhibit 11).

Exhibit 11. Change in Covered Employment, McMinnville UGB, 2007-2017

Sector	Employment		Change in Employment	Percent	AAGR
	2007	2017			
Agriculture, Forestry, and Mining	244	356	112	46%	3.8%
Construction	634	585	(49)	-8%	-0.8%
Manufacturing	2,300	2,277	(23)	-1%	-0.1%
Wholesale Trade	264	127	(137)	-52%	-7.1%
Retail Trade	1,861	2,170	309	17%	1.5%
Transportation and Warehousing and Utilities	369	140	(229)	-62%	-9.2%
Information	136	127	(9)	-7%	-0.7%
Finance and Insurance	511	459	(52)	-10%	-1.1%
Real Estate and Rental and Leasing	138	113	(25)	-18%	-2.0%
Professional and Technical Services	265	367	102	38%	3.3%
Management of Companies	221	117	(104)	-47%	-6.2%
Admin. and Support/Waste Mgmt/Remediation Serv.	494	584	90	18%	1.7%
Health Care and Social Assistance; Private Education Serv.	2,564	3,159	595	23%	2.1%
Arts, Entertainment, and Recreation	134	168	34	25%	2.3%
Accommodation and Food Services	1,131	1,503	372	33%	2.9%
Other Services	417	630	213	51%	4.2%
Government	2,158	2,082	(76)	-4%	-0.4%
Total	13,841	14,964	1,123	8%	0.8%

Source: Oregon Employment Department, Quarterly Census of Employment and Wages, 2007 and 2017.

Exhibit 12 shows a summary of covered employment data for the McMinnville UGB in 2017. The sectors with the greatest number of employees were Health care and social assistance and Private education (21%); Manufacturing (15%); and Retail trade (15%). Exhibit 13 shows employment in McMinnville in 2017 for detailed industries in the manufacturing sector. Employment in Food manufacturing and Beverage and tobacco product manufacturing accounted for about one quarter of McMinnville’s manufacturing employment overall.

Exhibit 12. Covered Employment and Average Pay by Sector, McMinnville UGB, 2017

Sector	Establishments	Employees	Payroll	Average pay per employee
Agriculture, Forestry, and Mining	24	356	\$ 11,188,173	\$ 31,427
Construction	104	585	\$ 27,931,863	\$ 47,747
Manufacturing	71	2,277	\$ 113,267,986	\$ 49,744
Wholesale Trade	41	127	\$ 7,778,100	\$ 61,245
Retail Trade	141	2,170	\$ 62,991,136	\$ 29,028
Transportation and Warehousing and Utilities	20	140	\$ 4,582,386	\$ 32,731
Information	19	127	\$ 5,010,927	\$ 39,456
Finance and Insurance	51	459	\$ 29,183,634	\$ 63,581
Real Estate and Rental and Leasing	38	113	\$ 3,815,372	\$ 33,764
Professional and Technical Services	100	367	\$ 21,852,471	\$ 59,544
Management of Companies	9	117	\$ 7,033,600	\$ 60,116
Admin. and Support/Waste Mgmt/Remediation Serv.	49	584	\$ 14,681,454	\$ 25,139
Health Care and Social Assistance; Private Education :	173	3,159	\$ 144,631,456	\$ 45,784
Arts, Entertainment, and Recreation	9	168	\$ 3,128,546	\$ 18,622
Accommodation and Food Services	99	1,503	\$ 27,941,666	\$ 18,591
Other Services	218	630	\$ 13,857,430	\$ 21,996
Government	42	2,082	\$ 101,259,952	\$ 48,636
Total	1,208	14,964	\$ 600,136,152	\$ 40,105

Source: Oregon Employment Department, Quarterly Census of Employment and Wages, 2017.

Exhibit 13. Covered Employment in Manufacturing Industries, McMinnville UGB, 2017

Sector	Establishments	Employees
Food Manufacturing	14	448
Beverage and Tobacco Product Manufacturing	18	134
Wood, Plastic, and Chemical Product Manufacturing	18	536
Metal, Electronic, and Other Product Manufacturing	21	1,159
Total	71	2,277

Source: Oregon Employment Department, Quarterly Census of Employment and Wages, 2017.

The average size for a private business in McMinnville is 12 employees per business, compared to the State average of 11 employees per private business. Businesses with 50 or fewer employees account for 55% of private employment and 10 or fewer account for 19% of private employment. Exhibit 14 shows the distribution of establishments by size class (i.e., number of employees). Over 75% of the private (i.e., non-government) establishments are businesses with fewer than 10 employees.

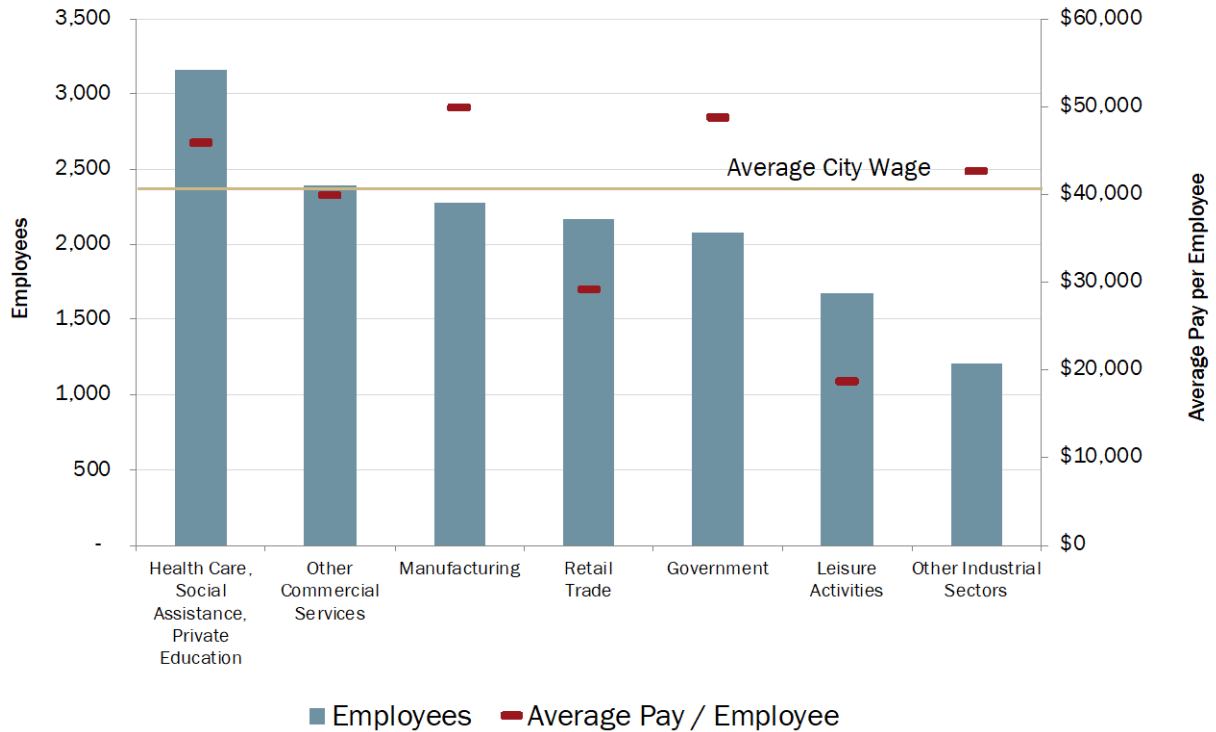
Exhibit 14. Covered Private Employment by Size Class, McMinnville UGB, 2017

Establishment size (number of employees)	Number of establishments
0 to 4	682
5 to 9	211
10 to 19	141
20 to 49	87
50 to 99	27
100+	18
Total	1,166

Source: Oregon Employment Department, Quarterly Census of Employment and Wages, 2017.

Exhibit 15 shows the employment and average pay per employee for sectors in McMinnville. Average pay for all employees (\$40,105) is shown as a light brown line across the graph and average pay for individual sectors as short red lines. The figure shows that Health care, social assistance, and Private education; Manufacturing; Government; and Other industrial sectors had above average wages. The lowest wages were in Retail trade and Leisure activities, which includes arts, entertainment, and recreation and accommodation and food services.

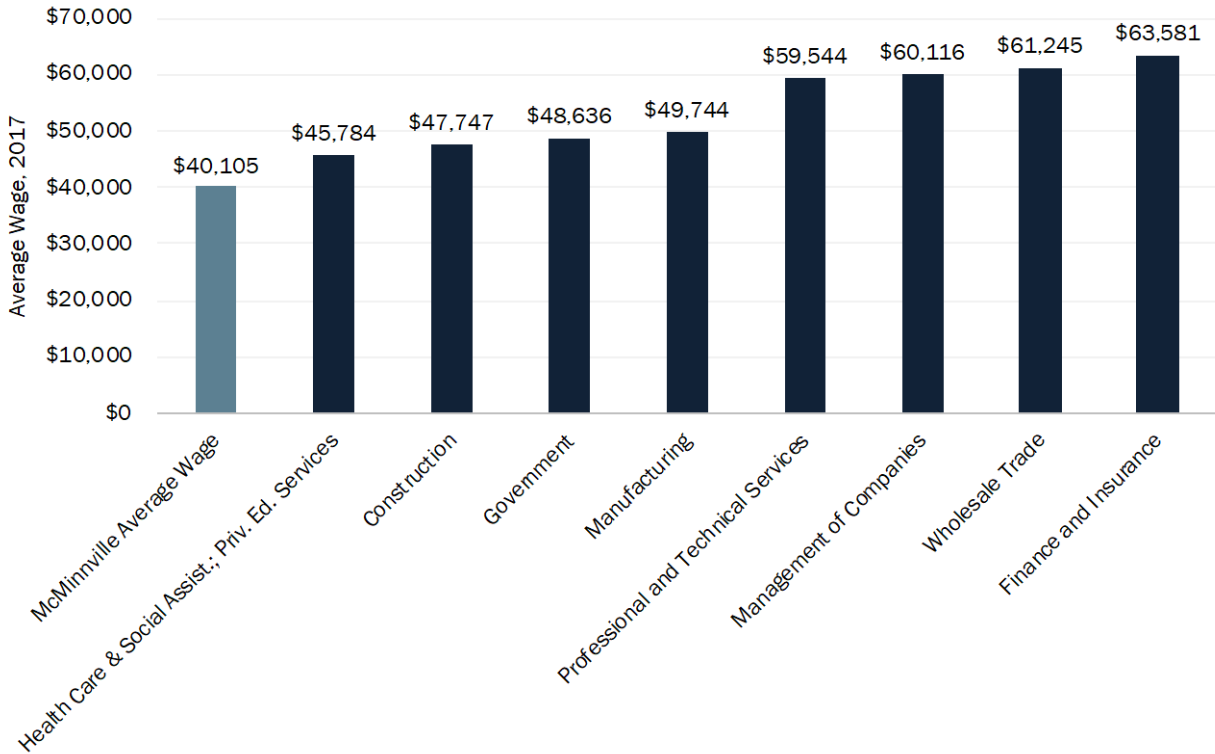
Exhibit 15. Covered Employment and Average Pay by Sector, McMinnville UGB, 2017



Source: Oregon Employment Department, Quarterly Census of Employment and Wages, 2017.

Exhibit 16 shows the sectors with average annual wages that exceed the McMinnville City average. The three highest paying sectors, finance and insurance, wholesale trade, and management of companies, all paid over \$60,000 in 2017. Other higher paying sectors include professional and technical services, manufacturing, government, and construction.

Exhibit 16. Highest Paying Sectors Exceeding Average Wage in McMinnville UGB, 2017



Source: Oregon Employment Department, Quarterly Census of Employment and Wages, 2017.

Outlook for growth in Yamhill County

Exhibit 17 shows the Oregon Employment Department's forecast for employment growth by industry for the Mid-Valley Region (Linn, Marion, Polk, and Yamhill Counties) over the 2017 to 2027 period. Employment in the region is forecasted to grow at an average annual growth rate of 1.1%.

The sectors that will lead employment in the region for the 10-year period are: Private educational and health services (adding 8,100 jobs), Trade, transportation, and utilities (5,100), Government (3,500), Construction (3,000), Leisure and hospitality (3,000), and Manufacturing and Natural resources and mining (2,400 each). In sum, these sectors are expected to add 27,500 new jobs or about 88% of employment growth in the Mid-Valley Region. Yamhill County accounts for about 14% of employment in these four counties, and McMinnville accounts for about 42% of the County's employment.

Exhibit 17. Regional Employment Projections, 2017-2027, Mid-Valley Region (Linn, Marion, Polk, and Yamhill Counties)

Industry Sector	2017	2027	Change 2017 - 2027		
			Number	Percent	AAGR
Total private	208,800	236,400	27,600	13%	1.2%
Natural resources and mining	17,700	20,100	2,400	14%	1.3%
Mining and logging	1,200	1,300	100	8%	0.8%
Construction	14,700	17,700	3,000	20%	1.9%
Manufacturing	27,700	30,100	2,400	9%	0.8%
Durable goods	16,300	17,700	1,400	9%	0.8%
Nondurable goods	11,400	12,400	1,000	9%	0.8%
Trade, transportation, and utilities	42,500	47,600	5,100	12%	1.1%
Wholesale trade	6,200	6,900	700	11%	1.1%
Retail trade	27,800	30,200	2,400	9%	0.8%
Transportation, warehousing, and utilities	8,500	10,500	2,000	24%	2.1%
Information	1,800	1,900	100	6%	0.5%
Financial activities	9,200	9,700	500	5%	0.5%
Professional and business services	19,000	21,000	2,000	11%	1.0%
Private educational and health services	43,700	51,800	8,100	19%	1.7%
Health care and social assistance	35,300	42,500	7,200	20%	1.9%
Leisure and hospitality	22,400	25,400	3,000	13%	1.3%
Accommodation and food services	19,900	22,600	2,700	14%	1.3%
Other services and private households	10,100	11,100	1,000	10%	0.9%
Government	52,200	55,700	3,500	7%	0.7%
Federal government	2,100	2,100	0	0%	0.0%
State government	21,900	23,900	2,000	9%	0.9%
Local government	28,200	29,700	1,500	5%	0.5%
Local education	16,000	16,900	900	6%	0.5%
Total payroll employment	261,000	292,100	31,100	12%	1.1%

Source: Oregon Employment Department. Employment Projections by Industry 2017-2027.

3. National, State, and Regional Outlook

Consistent with Oregon Administrative Rules (OAR 660), McMinnville’s Economic Opportunities Analysis is set within the context of broader nationwide, state, and regional trends. Recent trends and conditions at a national and state level are considered first, followed by detailed information at a regional and local level.

National Trends

Economic development in McMinnville over the next 20 years will occur in the context of long-run national trends. The most important of these trends include:

- **Economic growth will continue at a moderate pace.** Analysis from the Congressional Budget Office (CBO) estimates after the 3.1% real GDP growth in 2018, real GDP will grow by approximately 2.3% in 2019. After 2019, the CBO forecasts the annual average growth of real GDP to slow and stabilize around 1.7% across the 2020 to 2029 period. The primary reason they provide for this slowing growth is that they expect the labor force to grow at a slower rate than historical trends.⁵

The unemployment rate is forecasted to decrease to 3.5% in the second-half of 2019, which is the rate’s lowest point since the 1960s. After this year, the CBO predicts the unemployment rate will rise between 2020 and 2023 due to slower growth in economic output.⁶

- **The aging of the Baby Boomer generation, accompanied by increases in life expectancy.** As the Baby Boomer generation continues to retire, the number of Social Security recipients is expected to increase from 62.5 million in 2018 to over 87.0 million in 2040, a 39% increase. However, due to lower-birth rate replacement generations, the number of covered workers is only expected to increase 12% over the same time period, from 176.0 million to 196.4 million in 2040. Currently, there are 35 Social Security beneficiaries per 100 covered workers in 2018 but by 2040 there will be 44 beneficiaries per 100 covered workers. This will increase the percent of the federal budget dedicated to Social Security and Medicare.⁷

Baby Boomers are expecting to work longer than previous generations. An increasing proportion of people in their early- to mid-50s expect to work full-time after age 65. In 2004, about 40% of these workers expect to work full-time after age 65, compared with

⁵ Congressional Budget Office. *The Budget and Economic Outlook: 2019 to 2029. January 2019.* Retrieved from: <https://www.cbo.gov/system/files/2019-03/54918-Outlook-3.pdf>.

⁶ *Ibid.*

⁷ The Board of Trustees, Federal Old-Age and Survivors Insurance and Federal Disability Insurance Trust Funds, *The 2019 Annual Report of the Board of Trustees of the Federal Old-Age and Survivors Insurance and Federal Disability Insurance Trust Funds*, April 25, 2019. Retrieved from: <https://www.ssa.gov/OACT/TR/2019/tr2019.pdf>.

about 30% in 1992.⁸ This trend can be seen in Oregon, where the share of workers 65 years and older grew from 2.9% of the workforce in 2000 to 4.1% of the workforce in 2010. In 2017, this share reached 5.5%. Over the same eighteen-year period, the share of workers 45 to 64 years increased from 35% of all employed Oregonians in 2000 to 37% in 2017.⁹

- **Need for replacement workers.** The need for workers to replace retiring Baby Boomers will outpace job growth. According to the Bureau of Labor Statistics, total employment in the United States will grow by about 11.5 million jobs over 2016 to 2026. Annually, they estimate there will be 18.7 million occupational openings over the same period. This exhibits the need for employees over the next decade as the quantity of openings per year is large relative to expected employment growth. About 71% of annual job openings are in occupations that do not require postsecondary education.¹⁰
- **The importance of education as a determinant of wages and household income.** According to the Bureau of Labor Statistics, a majority of the fastest growing occupations will require an academic degree, and on average, they will yield higher incomes than occupations that do not require an academic degree. The fastest-growing occupations requiring an academic degree will be registered nurses, software developers, general and operations managers, accountants and auditors, market research analysts and marketing specialists, and management analysts. Occupations that do not require an academic degree (e.g., retail sales person, food preparation workers, and home care aides) will grow, accounting for approximately 71% of all new jobs by 2026. These occupations typically have lower pay than occupations requiring an academic degree.¹¹

The national median income for people over the age of 25 in 2018 was about \$48,464. Workers without a high school diploma earned \$19,708 less than the median income, and workers with a high school diploma earned \$10,504 less than the median income. Workers with some college earned \$6,760 less than median income, and workers with a bachelor's degree earned \$13,832 more than median. Workers in Oregon experience the same patterns as the nation but pay is generally lower in Oregon than the national average.¹²

- **Increases in labor productivity.** Productivity, as measured by output per hour of labor input, increased in most sectors between 2000 and 2010, peaking in 2007. However, productivity increases were interrupted by the recession. After productivity decreases from 2007 to 2009, many industries saw large productivity increases from 2009 to 2010.

⁸ "The Health and Retirement Study," 2007, National Institute of Aging, National Institutes of Health, U.S. Department of Health and Human Services.

⁹ Analysis of 2000 Decennial Census data, 2010 U.S. Census American Community Survey, 1-Year Estimates, and 2017 U.S. Census American Community Survey, 1-Year Estimates, for the table Sex by Age by Employment Status for the Population 16 Years and Over.

¹⁰ "Occupational Employment Projections to 2016-2026," Bureau of Labor Statistics, 2018.

¹¹ "Occupational Employment Projections to 2016-2026," Bureau of Labor Statistics, 2018.

¹² Bureau of Labor Statistics, Employment Projections, March 2019. <http://www.bls.gov/emp/epchart001.htm>.

Industries with the fastest productivity growth were Information Technology-related industries. These include wireless telecommunications carriers, computer and peripheral equipment manufacturing, electronics and appliance stores, and commercial equipment manufacturing wholesalers.¹³

Since the end of the recession (2010), labor productivity has increased across a handful of large sectors but has also decreased in others. In wholesale trade, productivity—measured in output per hour—increased by 19% over 2009 to 2017. Retail trade gained even more productivity over this period at 25%. Food services, however, have remained stagnant since 2009, fluctuating over the nine-year period and shrinking by 0.01% over this time frame. Additionally, the Bureau of Labor Statistics reports multifactor productivity in manufacturing has been slowing down 0.3% per year over the 2004 to 2016 period. Much of this, they note, is due to slowdown in semiconductors, other electrical component manufacturing, and computer and peripheral equipment manufacturing.¹⁴

- **The importance of entrepreneurship and growth in small businesses.** According to the U.S. Small Business Office of Advocacy, small businesses are those that have fewer than 500 employees. However, the Oregon Office of Small Business Advocacy defines small businesses as those with fewer than 100 employees. For consistency in our small business data comparisons, we will maintain the definition of small businesses to be those with fewer than 100 employees.

The U.S. Census Bureau's Statistics of U.S. Businesses (SUSB) shows in 2016 that about 98% of all firms in the United States had fewer than 100 employees. Their employees accounted for approximately 33% of American workers.¹⁵ The National League of Cities suggests ways that local governments can attract entrepreneurs and increase the number of small businesses including strong leadership from elected officials; better communication with entrepreneurs, especially about the regulatory environment for businesses in the community; and partnerships with colleges, universities, small business development centers, mentorship programs, community groups, businesses groups, and financial institutions.¹⁶

- **Increases in automation across sectors.** Automation is a long-running trend in employment, with increases in automation (and corresponding increases in productivity) over the last century and longer. The pace of automation is increasing, and the types of jobs likely to be automated over the next 20 years (or longer) is broadening.

¹³ Brill, Michael R. and Samuel T. Rowe, "Industry Labor Productivity Trends from 2000 to 2010." Bureau of Labor Statistics, *Spotlight on Statistics*, March 2013.

¹⁴ Michael Brill, Brian Chanksy, and Jennifer Kim. "Multifactor productivity slowdown in U.S. manufacturing," *Monthly Labor Review*, U.S. Bureau of Labor Statistics, July 2018. Retrieved from: <https://www.bls.gov/opub/mlr/2018/article/multifactor-productivity-slowdown-in-us-manufacturing.htm>.

¹⁵ U.S. Census Bureau, Statistics of U.S. Businesses. Data by Enterprise Employment Size, 2016. Retrieved from: <https://www.census.gov/data/tables/2016/econ/susb/2016-susb-annual.html>

¹⁶ National League of Cities "Supporting Entrepreneurs and Small Businesses" (2012). <https://www.nlc.org/supporting-entrepreneurs-and-small-business>.

Lower paying jobs are more likely to be automated, with potential for automation of more than 80% of jobs paying less than \$20 per hour over the next 20 years. About 30% of jobs paying \$20 to \$40 per hour and 4% of jobs paying \$40 or more are at risk of being automated over the next 20 years.¹⁷

Low- to middle-skilled jobs that require interpersonal interaction, flexibility, adaptability, and problem solving will likely persist into the future as will occupations in technologically lagging sectors (e.g. production of restaurant meals, cleaning services, hair care, security/protective services, and personal fitness).¹⁸ This includes occupations such as (1) recreational therapists, (2) first-line supervisors of mechanics, installers, and repairers, (3) emergency management directors, (4) mental health and substance abuse social workers, (5) audiologists, (6) occupational therapists, (7) orthotists and prosthetists, (8) healthcare social workers, (9) oral and maxillofacial surgeons, and (10) first-line supervisors of firefighting and prevention workers. Occupations in the service and agricultural or manufacturing industry are most at-risk of automation because of the manual-task nature of the work.^{19,20,21} This includes occupations such as (1) telemarketers, (2) title examiners, abstractors, and searchers, (3) hand sewers, (4) mathematical technicians, (5) insurance underwriters, (6) watch repairers, (7) cargo and freight agents, (8) tax preparers, (9) photographic process workers and processing machine operators, and (10) accounts clerks.²²

- **Transformation of retail.** Historical shift in retail businesses, starting in the early 1960s, was the movement from one-off, ‘mom and pop shops’ toward superstores and the clustering of retail into centers or hubs. Notably, we still see this trend persist; for example, in 1997, the 50 largest retail firms accounted for about 26% of retail sales and by 2007, they accounted for about 33%.²³ The more recent shift began in the late 1990s, where technological advances have provided consumers the option to buy goods through e-commerce channels. The trend toward e-commerce has become increasingly preferential to millennials and Generation X, who are easier to reach online and are more responsive to digital ads than older generations.²⁴ Since 2000, e-commerce sales

¹⁷ Executive Office of the President. (2016). Artificial Intelligence, Automation, and the Economy.

¹⁸ Autor, David H. (2015). Why Are There Still So Many Jobs? The History and Future of Workplace Automation. *Journal of Economic Perspectives*, Volume 29, Number 3, Summer 2015, Pages 3–30.

¹⁹ Frey, Carl Benedikt and Osborne, Michael A. (2013). *The Future of Employment: How Susceptible Are Jobs to Computerisation?* Oxford Martin School, University of Oxford.

²⁰ Otekhile, Cathy-Austin and Zeleny, Milan. (2016). Self Service Technologies: A Cause of Unemployment. *International Journal of Entrepreneurial Knowledge*. Issue 1, Volume 4. DOI: 10.1515/ijek-2016-0005.

²¹ PwC. (n.d.). Will robots really steal our jobs? An international analysis of the potential long-term impact of automation.

²² Frey, Carl Benedikt and Osborne, Michael A. (2013). *The Future of Employment: How Susceptible Are Jobs to Computerisation?* Oxford Martin School, University of Oxford.

²³ Hortaçsu, Ali and Syverson, Chad. (2015). The Ongoing Evolution of US Retail: A Format Tug-of-War. *Journal of Economic Perspectives*, Volume 29, Number 4, Fall 2015, Pages 89-112.

²⁴ Pew Research Center (2010b). *Generations 2010*. Retrieved Online at: <http://www.pewinternet.org/Reports/2010/Generations-2010.aspx>

grew from 0.9% of total retail sales to 9.7% (2018). Over 2000 to 2018, e-commerce retail sales have grown at a rate 18% per year.²⁵ It is reasonable to expect this trend to continue. While it is unclear what impact e-commerce will have on employment and brick and mortar retail, it seems probable that e-commerce sales will continue to grow, shifting business away from some types of retail. Over the next decades, communities must begin considering how to redevelop and reuse retail buildings in shopping centers, along corridors, and in urban centers.

The types of retail and related services that remain will likely be sales of goods that people prefer to purchase in person or that are difficult to ship and return (e.g., large furniture), specialty goods, groceries and personal goods that maybe needed immediately, restaurants, and experiences (e.g., entertainment or social experiences). According to the Urban Land Institute, in the post-disruption era of retail, new trends in this sector are beginning to emerge. These changes include the convergence of technology and shopping, as businesses focus on brand awareness and customer engagement via digital channels in the physical retail space.²⁶

In addition to dynamics with e-commerce, other factors influencing changes in retail include the growth of big box stores, income inequality, and changing preferences. The New York Times reported that while Amazon had \$38 billion in sales between 2000 and 2013, Costco had about \$50 billion and Sam’s Club had about \$32 billion.²⁷ The other factors influencing traditional retail—income inequality and emphasis on services over goods—result in either less consumer spending overall or changes in preferences of consumers who increasingly spend more on services or experiences.

This shift in the retail industry is also described in the *Three-Mile Lane Area Plan: Market Analysis*, which documents proactive steps to adapt to the changing retail landscape by "commissioning studies of the marketplace and developing new strategies to maintain and foster better retail environments."²⁸ It specifically describes the difference between "experiential consumerism" and other types of retail that are more likely to directly compete with e-commerce. Examples of "experiential consumerism" include dining, grocery, health and fitness clubs, etc.²⁹ These types of retail are typically located on main streets and neighborhood or commercial centers.

- **The importance of high-quality natural resources.** The relationship between natural resources and local economies has changed as the economy has shifted away from resource extraction. High-quality natural resources continue to be important in some

²⁵ U.S. Census Bureau, Monthly Retail Trade, Latest Quarterly E-Commerce Report. Retrieved online at: <https://www.census.gov/retail/index.html#ecommerce>

²⁶ Diane Hoskins. "Three Trends Shaping Retail's Great Transformation." *Urban Land Institute*, September 3, 2019. Retrieved from: <https://urbanland.uli.org/economy-markets-trends/three-trends-shaping-retails-great-transformation/>

²⁷ Austan Goolsbee. "Never Mind the internet. Here's What's Killing Malls." *The New York Times*. February 14, 2020 <https://www.nytimes.com/2020/02/13/business/not-internet-really-killing-malls.html>

²⁸ McMinnville Three Mile Lane Area Plan: Market Analysis, Leland Consulting Group, April 2019.

²⁹ Ibid. pg 36.

states, especially in the Western U.S. Increases in the population and in households' incomes, plus changes in tastes and preferences have dramatically increased demands for outdoor recreation, scenic vistas, clean water, and other resource-related amenities. Such amenities contribute to a region's quality of life and play an important role in attracting both households and firms.³⁰

- **Continued increase in demand for energy.** Energy prices are forecasted to increase over the planning period. While energy use per capita is expected to decrease through 2050, total energy consumption will increase with rising population. Energy consumption is expected to grow primarily from industrial (0.7%) and, to a lesser extent, commercial users (0.2%). Residential and transportation consumption are forecasted to decrease (-0.2% for both). This decrease in energy consumption for transportation is primarily due to increased federal standards and increased technology for energy efficiency in vehicles. The unspecified sector, which is made up of consumption not attributed to residential, commercial, industrial, or transportation, is forecasted to increase consumption by 1.4% through 2050. Going forward through the projection period, potential changes in federal laws (such as decreases in car emissions) leave energy demand somewhat uncertain.

Energy consumption by type of fuel is expected to change over the planning period. By 2050, the U.S. will continue to shift from crude oil towards natural gas and renewables. For example, from 2018 to 2050, the Energy Information Administration projects that U.S. energy consumption of motor gasoline will average a 0.9% annual decrease, while consumption of renewable sources will grow at 1.6% per year and natural gases liquefied for exporting will grow 5.0% per year through 2050. With increases in energy efficiency, strong domestic production of energy, and relatively flat demand for energy by some industries, the U.S. will be able to be a net exporter of energy over the 2018 to 2050 period. Demand for electricity is expected to increase 0.2% per year annually over 2018 to 2050 as the population grows and economic activity increases.³¹

- **Impact of rising energy prices on commuting patterns.** As energy prices increase over the planning period, energy consumption for transportation will decrease. These increasing energy prices may decrease willingness to commute long distances, though with expected increases in fuel economy, it could be that people commute further while consuming less energy.³² Over 2018 to 2038, the U.S. Energy Information Administration estimates in its forecast that the decline in transportation energy consumption is a result

³⁰ For a more thorough discussion of relevant research, see, for example, Power, T.M. and R.N. Barrett. 2001. *Post-Cowboy Economics: Pay and Prosperity in the New American West*. Island Press, and Kim, K.-K., D.W. Marcouiller, and S.C. Deller. 2005. "Natural Amenities and Rural Development: Understanding Spatial and Distributional Attributes." *Growth and Change* 36 (2): 273-297.

³¹ Energy Information Administration, 2019, *Annual Energy Outlook 2019 with Projections to 2050*, U.S. Department of Energy, January 2019. <https://www.eia.gov/outlooks/aeo/pdf/AEO2019.pdf>. Note, the cited growth rates are shown in the Executive Summary and can be viewed here: <https://www.eia.gov/outlooks/aeo/data/browser/#/?id=1-AEO2019&cases=ref2019&sid=&sourcekey=0>.

³² Energy Information Administration, 2019, *Annual Energy Outlook 2019 with Projections to 2050*, U.S. Department of Energy, January 2019.

of increasing fuel economy offsetting the total growth in vehicle miles traveled (VMT). VMT for passenger vehicles is forecasted to increase through 2050.

- **Potential impacts of global climate change.** The consensus among the scientific community that global climate change is occurring expounds important ecological, social, and economic consequences over the next decades and beyond.³³ Extensive research shows that Oregon and other western states already have experienced noticeable changes in climate and predicts that more change will occur in the future.³⁴

In the Pacific Northwest, climate change is likely to (1) increase average annual temperatures, (2) increase the number and duration of heat waves, (3) increase the amount of precipitation falling as rain during the year, (4) increase the intensity of rainfall events, and (5) increase sea level. These changes are also likely to reduce winter snowpack and shift the timing of spring runoff earlier in the year.³⁵

These anticipated changes point toward some of the ways that climate change is likely to impact ecological systems and the goods and services they provide. There is considerable uncertainty about how long it would take for some of the impacts to materialize and the magnitude of the associated economic consequences. Assuming climate change proceeds as today's models predict, however, some of the potential economic impacts of climate change in the Pacific Northwest will likely include:³⁶

³³ Karl, T.R., J.M. Melillo, and T.C. Peterson, eds. 2009. *Global Climate Change Impacts in the United States*. U.S. Global Change Research Program. June. Retrieved June 16, 2009, from www.globalchange.gov/usimpacts; and Pachauri, R.K. and A. Reisinger, eds. 2007. *Climate Change 2007: Synthesis Report. Contribution of Working Groups I, II, and III to the Fourth Assessment Report of the Intergovernmental Panel on Climate Change*.

³⁴ Doppelt, B., R. Hamilton, C. Deacon Williams, et al. 2009. *Preparing for Climate Change in the Upper Willamette River Basin of Western Oregon*. Climate Leadership Initiative, Institute for a Sustainable Environment, University of Oregon. March. Retrieved June 16, 2009, from <http://climlead.uoregon.edu/pdfs/willamettereport3.11FINAL.pdf> and Doppelt, B., R. Hamilton, C. Deacon Williams, et al. 2009. *Preparing for Climate Change in the Rogue River Basin of Southwest Oregon*. Climate Leadership Initiative, Institute for a Sustainable Environment, University of Oregon. March. Retrieved June 16, 2009 from <http://climlead.uoregon.edu/pdfs/ROGUE%20WSFINAL.pdf>

³⁵ Mote, P., E. Salathe, V. Duliere, and E. Jump. 2008. *Scenarios of Future Climate for the Pacific Northwest*. Climate Impacts Group, University of Washington. March. Retrieved June 16, 2009, from <http://cse.washington.edu/db/pdf/moteetal2008scenarios628.pdf>; Littell, J.S., M. McGuire Elsner, L.C. Whitely Binder, and A.K. Snover (eds). 2009. "The Washington Climate Change Impacts Assessment: Evaluating Washington's Future in a Changing Climate - Executive Summary." *In The Washington Climate Change Impacts Assessment: Evaluating Washington's Future in a Changing Climate*, Climate Impacts Group, University of Washington. Retrieved June 16, 2009, from www.cse.washington.edu/db/pdf/wacciaexecsummary638.pdf; Madsen, T. and E. Figdor. 2007. *When it Rains, it Pours: Global Warming and the Rising Frequency of Extreme Precipitation in the United States*. Environment America Research & Policy Center and Frontier Group.; and Mote, P.W. 2006. "Climate-driven variability and trends in mountain snowpack in western North America." *Journal of Climate* 19(23): 6209-6220.

³⁶ The issue of global climate change is complex and there is a substantial amount of uncertainty about climate change. This discussion is not intended to describe all potential impacts of climate change but to present a few ways that climate change may impact the economy of cities in Oregon and the Pacific Northwest.

- *Potential impact on agriculture and forestry.* Climate change may impact Oregon’s agriculture through changes in growing season, temperature ranges, and water availability.³⁷ Climate change may impact Oregon’s forestry through an increase in wildfires, a decrease in the rate of tree growth, a change in the mix of tree species, and increases in disease and pests that damage trees.³⁸
- *Potential impact on tourism and recreation.* Impacts on tourism and recreation may range from (1) decreases in snow-based recreation if snow-pack in the Cascades decreases, (2) negative impacts to tourism along the Oregon Coast as a result of damage and beach erosion from rising sea levels,³⁹ (3) negative impacts on availability of water summer river recreation (e.g., river rafting or sports fishing) as a result of lower summer river flows, and (4) negative impacts on the availability of water for domestic and business uses.

Short-term national trends will also affect economic growth in the region, but these trends are difficult to predict. At times, these trends may run counter to the long-term trends described above. A recent example is the downturn in economic activity in 2008 and 2009 following declines in the housing market and the mortgage banking crisis. The result of the economic downturn was decreases in employment related to the housing market, such as construction and real estate. As these industries recover, they will continue to play a significant role in the national, state, and local economy over the long run. This report takes a long-run perspective on economic conditions (as the Goal 9 requirements intend) and does not attempt to predict the impacts of short-run national business cycles on employment or economic activity.

State Trends

Short-Term Trends

According to the Oregon Office of Economic Analysis (OEA), the Oregon economy “is on firmer ground today following a rocky start to the year...” They emphasize, however, that the economy continues to strike the “sweet spot” despite a rocky start to 2019.⁴⁰ The OEA also reports that although the Oregon economy has been slowing down over the last couple of years and is not outpacing the nation any longer, its “growth is strong enough to keep up with a growing population but also deliver economic and income gains to Oregonians.”⁴¹

³⁷ “The Economic Impacts of Climate Change in Oregon: A preliminary Assessment,” Climate Leadership Initiative, Institute for Sustainable Environment, University of Oregon, October 2005.

³⁸ “Economic Impacts of Climate Change on Forest Resources in Oregon: A Preliminary Analysis,” Climate Leadership Initiative, Institute for Sustainable Environment, University of Oregon, May 2007.

³⁹ “The Economic Impacts of Climate Change in Oregon: A preliminary Assessment,” Climate Leadership Initiative, Institute for Sustainable Environment, University of Oregon, October 2005.

⁴⁰ Office of Economic Analysis. Oregon Economic and Revenue Forecast, May 2019. Vol. XXXIX, No. 2, page 2. Retrieved from: <https://www.oregon.gov/das/OEA/Documents/forecast0519.pdf>.

⁴¹ *Ibid*, page 2.

Wages in Oregon continue to remain below the national average, but they continue to rise and remain strong, staying at their highest point relative to the state's mill closures in the 1980s.⁴² By the end of 2019, the OEA forecasts 39,800 jobs will be added to Oregon's economy. This is an approximate 2.1% annual growth in total nonfarm employment relative to 2018 levels.⁴³ The health services, professional and business services, leisure and hospitality, retail trade, and manufacturing industries are forecasted to account for well over half of the total job growth in Oregon for 2019. Oregon continues to have an advantage in job growth compared to other states, due to its industrial sector and in-migration flow of young workers in search of jobs.

The housing market continues to recover as Oregon's economy improves, though new supply is not keeping up with demand. As a result, prices continue to rise to considerable levels and the OEA reports housing "(in)affordability is becoming a larger risk" to Oregon's economic outlook.⁴⁴ Oregon is seeing an increase in household formation rates, which is good for the housing market as this will "help drive up demand for new houses."⁴⁵ Though younger Oregonians are tending to live at home with their parents longer, the aging Millennial generation (from their early 20s to mid-to-late 30s) and the state's increase in migration will drive demand for homes in the coming years. Housing starts in 2019 are on track to reach 20,600 units and in 2020, starts are expected to increase to 21,800. Beyond 2020, the OEA forecasts an average growth of 24,000 units per year to satisfy the demand for Oregon's growing population and to make up for the under development of housing post-recession.⁴⁶

The Oregon Index of Leading Indicators (OILI) continues to grow quite rapidly in 2019 despite a decrease in 2018. The leading indicators showing improvement are: air freight, consumer sentiment, and withholding. Indicators that are slowing down include: help wanted ads, housing permits, industrial production, initial claims, the manufacturing purchasing managers index (PMI), new incorporations, and the Oregon Dollar Index. The one indicator not improving at this point in time is semiconductor billings. Relative to their September 2018 forecast, many economic indicators in their May 2019 forecast have changed from *improving* to *slowing*, which further illustrates the slowing down of Oregon's economy after several years of extended growth.⁴⁷

Oregon's economic health is dependent on export markets. The value of Oregon exports in 2018 was \$22.3 billion, a 2% growth from 2017. In 2018, Oregon's exports made up approximately 9.4% of its total 2018 GDP.⁴⁸ The countries that Oregon exports the most to are China (21.4% of total Oregon exports), Canada (14.4%), Japan (9.8%), South Korea (7.6%), Malaysia (6.6%), and

⁴² *Ibid*, page 6.

⁴³ *Ibid*, page 36.

⁴⁴ *Ibid*, page 13.

⁴⁵ *Ibid*, page 12.

⁴⁶ *Ibid*, page 12.

⁴⁷ *Ibid*, page 9.

⁴⁸ U.S. Bureau of Economic Analysis. Gross Domestic Product (GDP) by State (Millions of current dollars). Retrieved from: <https://apps.bea.gov/iTable/indexregional.cfm>

Vietnam (5.0%).⁴⁹ With the escalating trade war occurring overseas, specifically with China, Oregon exports are left potentially vulnerable, as China is a top destination for Oregon exports.⁵⁰ The OEA notes that it is too soon to assess the disruptiveness of the trade war on global supply chains, however, developments will be tracked as it continues. An economic slowdown across many parts of Asia will have a spillover effect on the Oregon economy.

Long-term Trends

State, regional, and local trends will also affect economic development in McMinnville over the next 20 years. The most important of these trends includes: continued in-migration from other states, distribution of population and employment across the state, and change in the types of industries in Oregon.

- **Continued in-migration from other states.** Oregon will continue to experience in-migration (more people moving *to* Oregon than *from* Oregon) from other states, especially California and Washington. From 1990 to 2018, Oregon's population increased by about 1.35 million, 69% of which was from people moving into Oregon (net migration). The average annual increase in population from net migration over the same time period was approximately 32,000 persons. During the early- to mid-1990's, Oregon's net migration was highest, reaching over 60,000 in 1991, with another relatively high peak of 57,100 persons in 2017. Oregon has not seen negative net migration since the early- to mid-1980's.⁵¹
- **Forecast of job growth.** Total nonfarm employment is expected to increase from 1.95 million in 2019 to 2.04 million in 2022, an increase of 88,000 jobs. The industries with the largest growth are forecasted to be Government, Health Services, Professional and Business Services, Leisure and Hospitality, and Retail, accounting for 89% of employment growth.⁵²
- **Continued importance of manufacturing to Oregon's economy.** Oregon's exports totaled \$19.4 billion in 2008, nearly doubling since 2000, and reached \$22.3 billion in 2018. The majority of Oregon exports go to countries along the Pacific Rim, with China, Canada, Japan, South Korea, Malaysia, and Vietnam as top destinations. Oregon's largest exports are tied to high tech and mining, as well as agricultural products.⁵³

⁴⁹ United States Census Bureau. State Exports from Oregon, 2015-2018. Retrieved from: <https://www.census.gov/foreign-trade/statistics/state/data/or.html>.

⁵⁰ Office of Economic Analysis. Oregon Economic and Revenue Forecast, May 2019. Vol. XXXIX, No. 2, page 2.

⁵¹ Portland State University Population Research Center. 2018 Annual Population Report Tables. April 2019. Retrieved from: <https://www.pdx.edu/prc/population-reports-estimates>.

⁵² Office of Economic Analysis. Oregon Economic and Revenue Forecast, May 2019. Vol. XXXIX, No. 2, page 36.

⁵³ United States Census Bureau. State Exports from Oregon, 2015-2018. Retrieved from: <https://www.census.gov/foreign-trade/statistics/state/data/or.html>.

Manufacturing employment is concentrated in five counties in the Willamette Valley or Portland area: Washington, Multnomah, Lane, Clackamas, and Marion Counties.⁵⁴

- **Shift in manufacturing from natural resource-based to high-tech and other manufacturing industries.** Since 1970, Oregon started to transition away from reliance on traditional resource-extraction industries. A significant indicator of this transition is the shift within Oregon’s manufacturing sector, with a decline in the level of employment in the Lumber & Wood Products industry and concurrent growth of employment in other manufacturing industries, such as high-technology manufacturing (Industrial Machinery, Electronic Equipment, and Instruments), Transportation Equipment manufacturing, and Printing and Publishing.⁵⁵
- **Income.** Oregon’s income and wages are below that of a typical state. However, Oregon wages continue to grow and remain strong, and they are at their highest point relative to the mill closures resulting from the early 1980’s recession. In 2018, the average annual wage in Oregon was \$53,058, and in 2017, the median household income in Oregon was \$60,212 (compared to national average wages of \$57,265 in 2018, and national household income of \$60,336 in 2017).⁵⁶ Total personal income (all classes of income, minus Social Security contributions, adjusted for inflation) in Oregon is expected to increase by 22%, from \$219.5 billion in 2019 to \$267.6 billion in 2023.⁵⁷ Per capita income is expected to increase by 16% over the same time period, from \$51,700 (thousands of dollars) in 2019 to \$60,200 in 2023 (in nominal dollars).⁵⁸
- **Small businesses continue to account for a large share of employment in Oregon.** While small firms played a large part in Oregon’s expansion between 2003 and 2007, they also suffered disproportionately in the recession and its aftermath (64% of the net jobs lost between 2008 and 2010 was from small businesses).

In 2016, small businesses (those with 100 or fewer employees) accounted for 95% of privately-owned businesses in Oregon. Said differently, most businesses in Oregon are small (in fact, 76% of all businesses have fewer than 10 employees), but the largest share of Oregon’s employees work for medium-to-large businesses (those with 100 or more employees).⁵⁹

⁵⁴ Oregon Employment Department. *Employment and Wages by Industry (QCEW)*. 2018 Geographic Profile, Manufacturing (31-33). Retrieved from: qualityinfo.org.

⁵⁵ Although Oregon’s economy has diversified since the 1970’s, natural resource-based manufacturing accounts for about 37% of employment in manufacturing in Oregon in 2018, with the most employment in Food Manufacturing (29,900) and Wood Product Manufacturing (23,400) (QCEW).

⁵⁶ Average annual wages are for “Total, all industries,” which includes private and public employers. Oregon Quarterly Census of Employment and Wages, 2018. Retrieved from: <https://www.qualityinfo.org>; Bureau of Labor Statistics, Quarterly Census of Employment and Wages, 2017; Total, U.S. Census American Community Survey 1-Year Estimates, 2017, Table B19013.

⁵⁷ Office of Economic Analysis. Oregon Economic and Revenue Forecast, May 2019. Vol. XXXIX, No. 2, page 36.

⁵⁸ *Ibid*, page 36.

⁵⁹ U.S. Census Bureau, 2016 Statistics of U.S. Businesses, Annual Data, Enterprise Employment Size, U.S and States.

The average annualized payroll per employee for small businesses was \$37,958 in 2016, which is considerably less than that for large businesses (\$57,488) and the statewide average for all businesses (\$47,746).⁶⁰ Younger workers are important to continue growth of small businesses across the nation. More than one-third of Millennials (those born between 1980 - 1999) are self-employed, with approximately half to two-thirds interested in becoming an entrepreneur. Furthermore, in 2011, about 160,000 startup companies were created each month; 29% of these companies were founded by people between 20 to 34 years of age.⁶¹ According to the Kauffman Indicators of Entrepreneurship, in 2018, about 79% of startups nationwide were still active after one year. On average, startups nationwide created approximately 5.2 jobs in their first year (when normalized by population).⁶² However, it is typically the case that startups are important for job creation on a longer time horizon, well beyond their first year, as “fewer than half of all startups in America are still in business after five years.”⁶³

- **Entrepreneurship in Oregon.** The creation of new businesses is vital to Oregon’s economy as their formations generate new jobs and advance new ideas and innovations into markets. They also can produce more efficient products and services to better serve local communities. The Kauffman Foundation reports several statistics at the state level related to entrepreneurship. They report: the rate of new entrepreneurs, the opportunity share of new entrepreneurs (new entrepreneurs who created a business by choice instead of necessity), startup early job creation (the average number of jobs created by startups in their first year, normalized by population), and startup early survival rate (the percent of startups that are still active after one year).

According to Kauffman’s indicators, Oregon’s opportunity share of new entrepreneurs is at its highest relative point post-recession, reaching approximately 80% in 2017, up from its post-recession low of 71% in 2012. Startup early job creation also continues to increase. In 2017, the average number of jobs created by startups in their first year reached 5.24, which is comparable to the national average of 5.27. Relative to Oregon’s post-recession low of 3.80 in 2010, the average number of startup jobs have increased approximately 38%. However, the two remaining entrepreneurial indicators, the rate of new entrepreneurs and startup early survival rate, are declining somewhat in Oregon. In 2017, the rate of new entrepreneurs decreased by 0.02 percentage points, from 0.34% in 2016 to 0.32% in 2017, though Oregon’s 2017 rate aligns closely with the national average of 0.33%. For Oregon’s startup early survival rate, it declined to 78.4% in 2017 from a post-recession peak of 80.1% in 2015. Though this decline is not substantially large, the downward trend suggests startups, on average, are not persisting as well as they used to

⁶⁰ *Ibid.*

⁶¹ Cooper, Rich, Michael Hendrix, Andrea Bitely. (2012). "The Millennial Generation Research Review." Washington, DC: The National Chamber Foundation. Retrieved from: <https://www.uschamberfoundation.org/sites/default/files/article/foundation/MillennialGeneration.pdf>.

⁶² Kauffman Foundation. *Kauffman Indicators of Entrepreneurship*. Indicators: Startup Early Job Creation and Startup Early Survival Rate. Information retrieved on December 19, 2019 from: <https://indicators.kauffman.org/data-table>

⁶³ Nish Acharya. “Small Business Are Having A Bigger Impact on Job Creation Than Large Corporations.” *Forbes*, May 5, 2019. <https://www.forbes.com/sites/nishacharya/2019/05/05/who-is-creating-jobs-in-america/#5c74c156597d>

relative to two years ago. Oregon’s startup early survival rate in 2017 is 1.4 percentage points below the national average of 79.8%.⁶⁴

Moreover, in 2018, the Oregon OEA reports new business applications in Oregon are increasing. They do, however, simultaneously note startup businesses “are a smaller share of all firms than in the past.”⁶⁵ Though this measurement of economic activity does not constitute a full understanding of how well entrepreneurship is performing, it does provide an encouraging signal.

Regional and Local Trends

Throughout this section and the report, McMinnville is compared to Yamhill County and the State of Oregon. These comparisons are to provide context for changes in McMinnville’s socioeconomic characteristics.

Availability of Labor

The availability of trained workers in McMinnville will impact development of its economy over the planning period. A skilled and educated populace can attract well-paying businesses and employers and spur the benefits that follow from a growing economy. Key trends that will affect the workforce in McMinnville over the next 20 years include its growth in its overall population, growth in the senior population, and commuting trends.

Growing Population

Population growth in Oregon tends to follow economic cycles. Oregon’s population grew from 2.8 million people in 1990 to nearly 4.2 million people in 2018, an increase of over 1,350,000 people at an average annual growth rate of 1.4%. Oregon’s growth rate slowed to 1.1% annual growth between 2000 and 2018.

McMinnville’s population increased by 15,916 residents over 1990 to 2018, nearly doubling in size. This growth is reflected in its average annual growth rate (AAGR) of 2.3% (and notably, the growth rate used for the 2000-2020 period in the 2002 McMinnville Housing Needs Analysis), which is 0.9 percentage points higher than the State’s rate of 1.4%. Similar to McMinnville, Yamhill County’s population grew more rapidly than the State, averaging 1.8% growth year-over-year. The County added 41,864 residents over 1990 to 2018 and McMinnville accounts for about 38% of this growth.

⁶⁴ Kauffman Foundation. *Kauffman Indicators of Entrepreneurship. State Profile: Oregon*. Retrieved from: <https://indicators.kauffman.org/state/oregon>

⁶⁵ Lehner, Josh. (August 2018). “Start-Ups, R&D, and Productivity.” Salem, OR: Oregon Office of Economic Analysis. Retrieved from: <https://oregoneconomicanalysis.com/2015/03/13/start-ups-and-new-business-formation/>.

Exhibit 18. Population Growth, McMinnville, Yamhill County, and Oregon, 1990 - 2018

Geography					Change, 1990 - 2018		
	1990	2000	2010	2018	Number	Percent	AAGR
McMinnville	17,894	26,499	32,930	33,810	15,916	89%	2.3%
Yamhill County	65,551	84,992	95,925	107,415	41,864	64%	1.8%
Oregon	2,842,337	3,421,399	3,844,195	4,195,300	1,352,963	48%	1.4%

Source: U.S. Census Bureau, 1990, 2000, and 2010. Portland State University Population Estimates, 2018.

Age Distribution

The number of people aged 65 and older in the U.S. is expected to increase by nearly three-quarters by 2050, while the number of people under age 65 will only grow by 16%. The economic effects of this demographic change include a slowing of the growth of the labor force, need for workers to replace retirees, aging of the workforce for seniors that continue working after age 65, an increase in the demand for healthcare services, and an increase in the percent of the federal budget dedicated to Social Security and Medicare.⁶⁶

Exhibit 19 through Exhibit 22 show the following trends:

- McMinnville’s population is aging slightly faster than Yamhill County’s population. Populations of both McMinnville and Yamhill County are aging faster than Oregon’s population with respect to each region’s growth in median age.
- Over the 2000 to 2013-2017 period, those in the age groups of 45 to 64 and 65 years and older in McMinnville increased by 59% and 48%, respectively. These age groups grew substantially more than all other age categories. This suggests that McMinnville may be retaining residents throughout their mid-to-late careers as they age and/or attracting more people in their mid-to-late careers.
- Yamhill County’s population is expected to continue to age, with people 60 years and older increasing from 23% of the population in 2017 to 28% of the population in 2035. This is consistent with statewide trends. McMinnville and Yamhill County may continue to attract mid-life and older workers over the twenty-year planning period. While the share of retirees in these respective areas may increase over the next 20 years, availability of people nearing retirement (e.g., 55 to 70 years old) is likely to increase. People in this age group may provide sources of skilled labor, as people continue to work until later in life. These skilled workers may provide opportunities to support business growth in these areas.

⁶⁶ The Board of Trustees, Federal Old-Age and Survivors Insurance and Federal Disability Insurance Trust Funds, 2017, *The 2017 Annual Report of the Board of Trustees of the Federal Old-Age and Survivors Insurance and Federal Disability Insurance Trust Funds*, July 13, 2017. *The Budget and Economic Outlook: Fiscal Years 2018 to 2028*, April 2018.

McMinnville’s median age increased by about 4.6 years between 2000 and 2013-2017.

This change is slightly larger than Yamhill County’s increase of 4.1 years. Median age increases for both regions exceeded Oregon’s change of 2.8.

Exhibit 19. Median Age, McMinnville, Yamhill County, and Oregon, 2000 to 2013-2017

Source: U.S. Census Bureau, 2000 Decennial Census, Table P013; American Community Survey 2013-2017 5-year estimates, Table B01002.

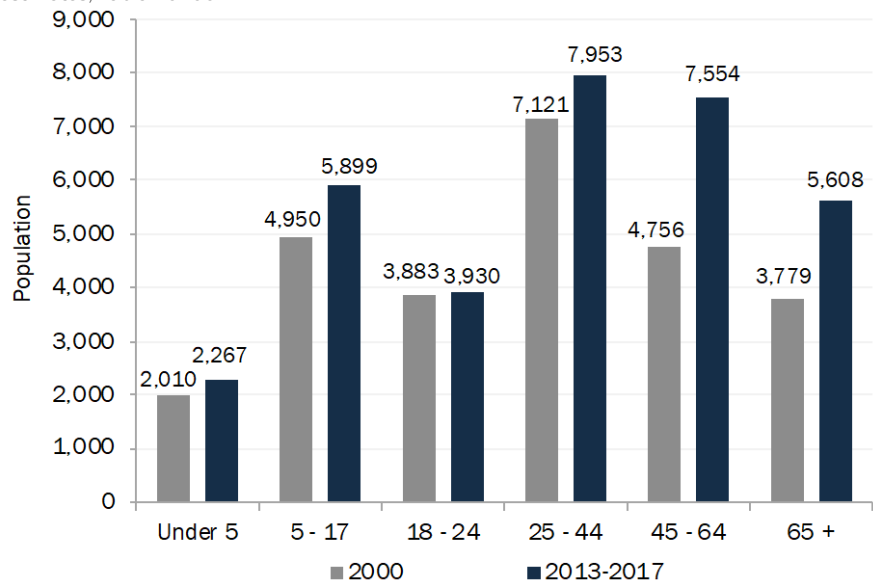
2000	31.5 McMinnville	34.1 Yamhill County	36.3 Oregon
2013-17	36.1 McMinnville	38.2 Yamhill County	39.2 Oregon

Over the 2000 to 2013-2017 period, McMinnville’s largest population increase was for those 45 to 64 (59%) and those aged 65 and older (48%).

This is consistent with statewide trends, where the aforementioned age categories increased the most relative to younger age categories. The Oregon population of those 45 to 64 years of age increased by 30% and those 65 and older increased by 50%.

Exhibit 20. McMinnville Population Change by Age Group, 2000 to 2013-2017

Source: U.S. Census Bureau, 2000 Summary File; American Community Survey 2013-2017 5-year estimates, Table B01001.



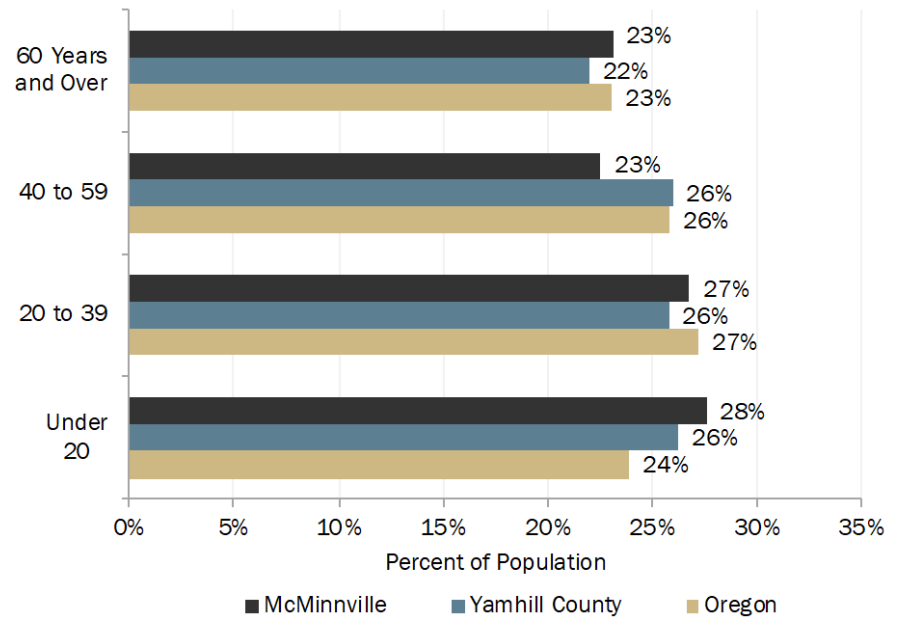
During the 2013-2017 period, the age distribution of McMinnville residents was roughly even across each category, with a slightly smaller proportion of middle-to-older aged adults (40 and older) relative to those 39 years of age and younger.

About 46% of McMinnville residents are 40 years and older and 54% are 39 and younger.

Additionally, the proportion of McMinnville residents under 20 years of age was four percentage points higher than Oregon.

Exhibit 21. Population Distribution by Age, McMinnville, Yamhill County, and Oregon, 2013-2017

Source: U.S. Census Bureau, American Community Survey, 2013-2017 5-year estimate, Table B01001.

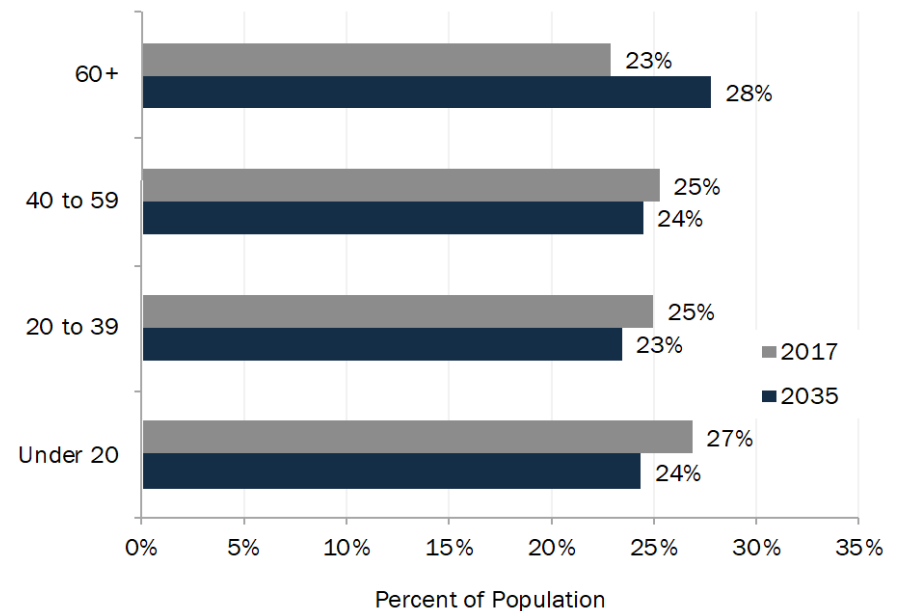


By 2035, Yamhill County will have a larger share of residents older than 60 than it does today. The population forecast for all other age groups projects smaller County population shares by 2035.

The share of residents aged 60 years and older will account for 28% of Yamhill County's population, compared to 23% in 2017.

Exhibit 22. Population Growth by Age Group, Yamhill County, 2017 - 2035

Source: Oregon Population Forecast, 2017.



Income

Income and wages affect business decisions for locating in a city. Areas with higher wages may be less attractive for industries that rely on low-wage workers. McMinnville’s median household income (\$50,299) was below the County median (\$58,392) during the 2013-2017 period. Average wages at businesses in McMinnville (\$40,105) were lower than the County average (\$42,315).⁶⁷

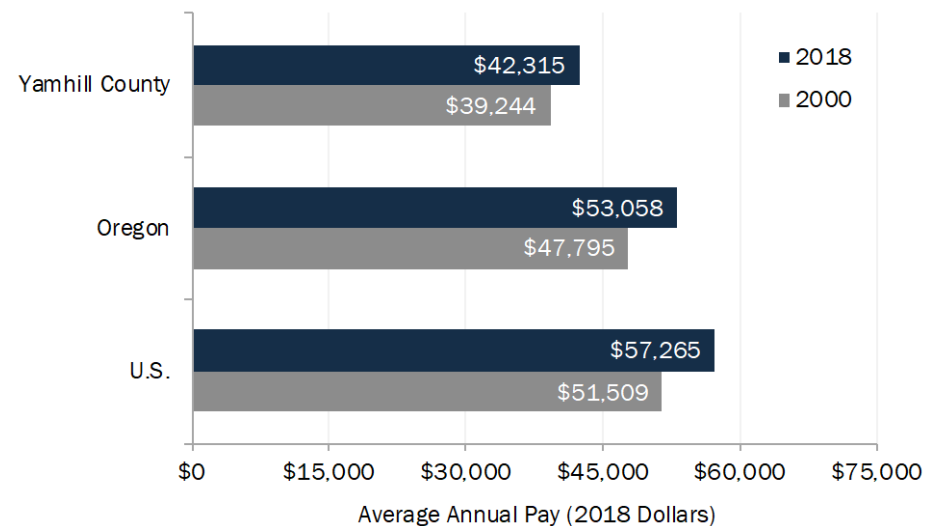
Between 2000 and 2018, Yamhill County’s average wages increased as they also did in Oregon and the nation. When adjusted for inflation to 2018 dollars, average annual wages grew by 8% in Yamhill County, 11% in Oregon, and 11% in the nation.

From 2000 to 2018, average annual wages rose in Yamhill County, Oregon, and the nation.

In 2018, average annual wages were \$42,321 in Yamhill County, \$53,058 in Oregon, and \$57,265 across the nation.

Exhibit 23. Average Annual Wage, Covered Employment, Yamhill County, Oregon, and the U.S., 2000 to 2018, Inflation-adjusted 2018 Dollars

Source: Bureau of Labor Statistics, Quarterly Census of Employment and Wages.
Note: 2018 average annual pay estimates are preliminary, according to the BLS.



Over the 2013-2017 period, the median household income in McMinnville was below that of Yamhill County and Oregon by 14% and 10%, respectively.

Exhibit 24. Median Household Income (MHI),⁶⁸ 2013-2017, Inflation-adjusted 2017 Dollars

Source: U.S. Census Bureau, American Community Survey 2013-2017 5-year estimates, Table B19013.

\$50,299	\$58,392	\$56,119
McMinnville	Yamhill County	Oregon

⁶⁷ According to the Census, Household income includes the income of the householder and other income earners ages 15 or older, thus the mix of sources of income ranges in reporting of household income. Average wage is calculated using Quarterly Census of Employment and Wages data, based on payroll information and number of employees by establishment.

⁶⁸ The Census calculated household income based on the income of all individuals 15 years old and over in the household, whether they are related or not.

McMinnville median family income during the 2013-2017 period, similar to median household income, was below the median family income of both Yamhill County and Oregon by 12% and 15%, respectively.

Exhibit 25. Median Family Income,⁶⁹ 2013-2017

Source: U.S. Census Bureau, American Community Survey 2013-2017 5-year estimates, Table B19113.

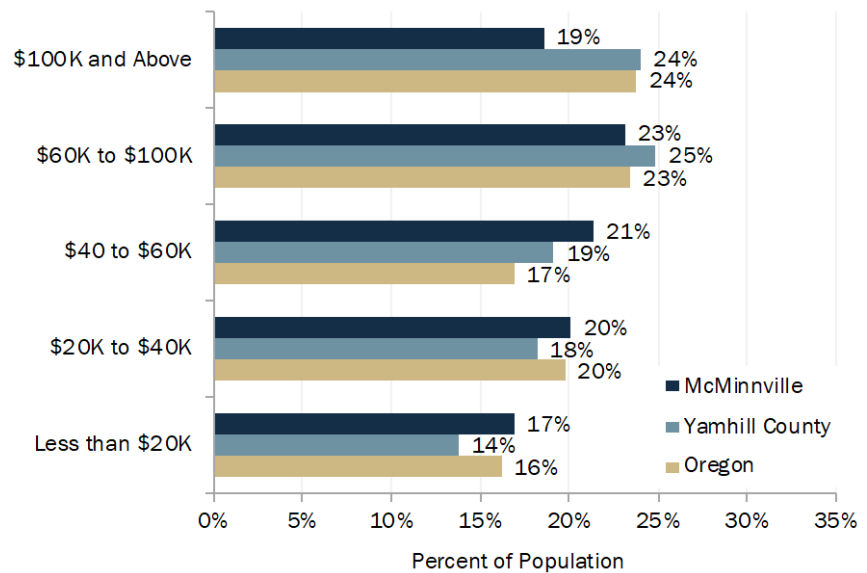
\$58,620 McMinnville	\$66,732 Yamhill County	\$69,031 Oregon
--------------------------------	-----------------------------------	---------------------------

During the 2013-2017 period, 37% of McMinnville households earned less than \$40,000 annually, compared to 32% of Yamhill County households and 36% of Oregon households.

Over the same period, McMinnville households had a lower proportion of higher income earnings (\$100,000 and above) relative to Yamhill County and Oregon.

Exhibit 26. Household Income by Income Group, McMinnville, Yamhill County, and Oregon, 2013-2017, Inflation-adjusted 2017 Dollars

Source: U.S. Census Bureau, American Community Survey 2013-2017 5-year estimates, Table B19001.



⁶⁹ The Census calculated family income based on the income of the head of household, as identified in the response to the Census forms, and income of all individuals 15 years old and over in the household who are related to the head of household by birth, marriage, or adoption.

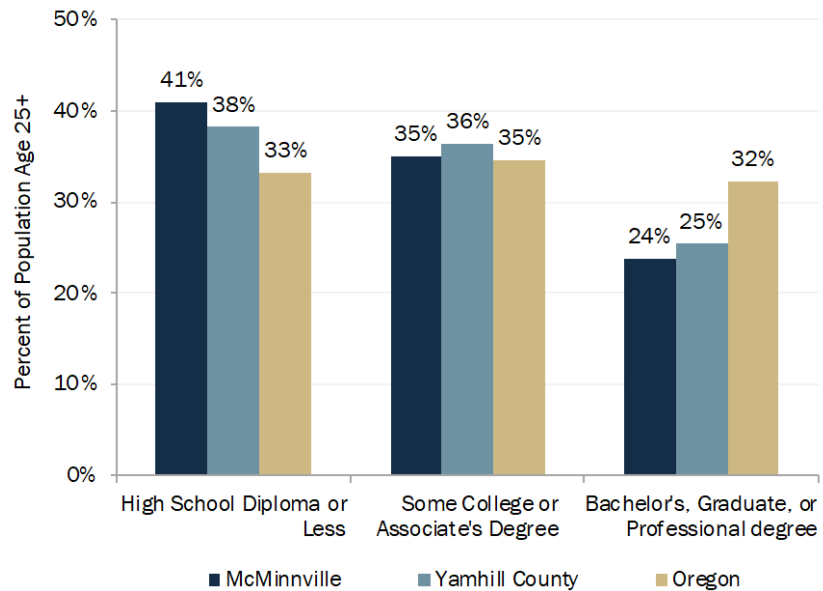
Educational Attainment

The availability of trained, educated workers affects the quality of labor in a community. Educational attainment is an important labor force factor because firms need to be able to find educated workers.

McMinnville's residents are consistent with residents statewide regarding their completion of some college or attainment of an Associate degree; however, attainment of a Bachelor's degree or a professional degree is lower for McMinnville's residents relative to statewide trends.

Exhibit 27. Educational Attainment for the Population 25 Years and Over, McMinnville, Yamhill County, and Oregon, 2013-2017

Source: U.S. Census Bureau, American Community Survey 2013-2017 5-year estimates, Table B15003.



Labor Force Participation and Unemployment

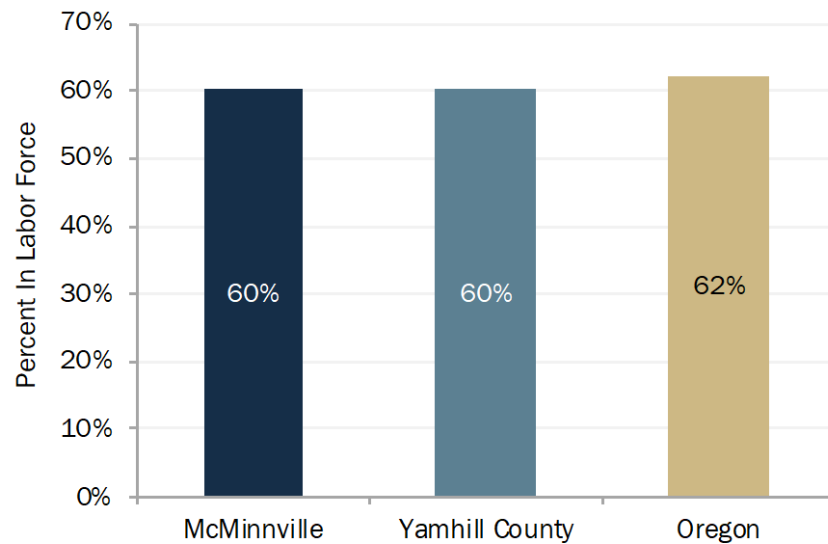
The current labor force participation rate is an important consideration in the availability of labor. The labor force in any market consists of the adult population (16 and over) who are working or actively seeking work. The labor force includes both the employed and unemployed. Children, retirees, students, and people who are not actively seeking work are not considered part of the labor force. According to the 2013-2017 American Community Survey, Yamhill County had more than 49,000 people in its labor force during that period and McMinnville had close to 15,500 people in its labor force.

In 2017, the Oregon Office of Economic Analysis reported that 64% of job vacancies were difficult to fill. The most common reason for difficulty in filling jobs included a lack of applications (30% of employers' difficulties), lack of qualified candidates (17%), unfavorable working conditions (14%), a lack of soft skills (11%), and a lack of work experience (9%).⁷⁰ These statistics indicate a mismatch between the types of jobs that employers are demanding and the skills that potential employees can provide.

McMinnville's labor force participation rate for the 2013-2017 period is comparable to Yamhill County.

Exhibit 28. Labor Force Participation Rate, McMinnville, Yamhill County, and Oregon, 2013-2017

Source: U.S. Census Bureau, American Community Survey 2013-2017 5-year estimates, Table B23001.



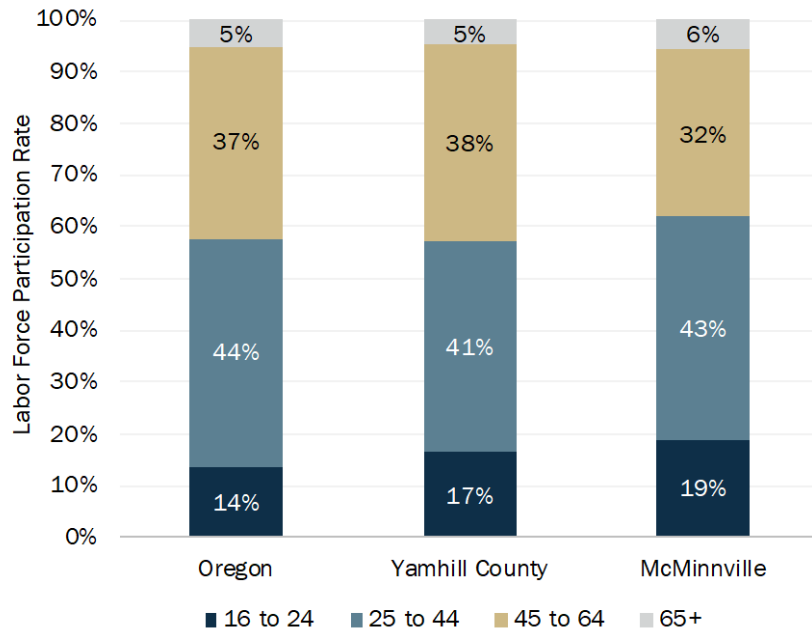
⁷⁰ Oregon's Current Workforce Gaps: Difficult-to-fill Job Openings, Oregon Job Vacancy Survey, Oregon Employment Department, June 2018.

By age group, McMinnville has a larger share of residents aged 16 to 24 participating in the labor force relative to Yamhill County and Oregon.

In contrast, McMinnville has a smaller share of residents aged 45 to 64 participating in the labor force compared to Yamhill County and Oregon.

Exhibit 29. Labor Force Participation Rate, McMinnville, Yamhill County, and Oregon, 2013-2017

Source: U.S. Census Bureau, American Community Survey 2013-2017 5-year estimates, Table S2301.

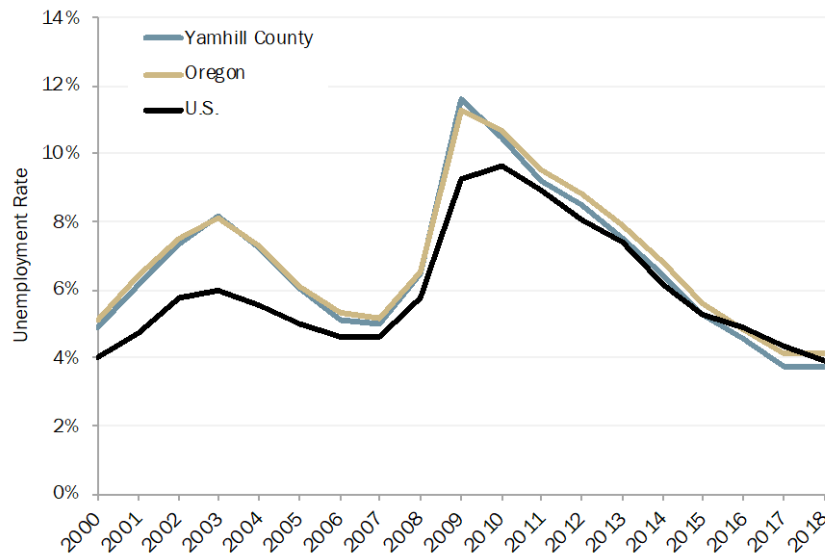


The unemployment rates in Yamhill County, Oregon, and the nation have declined below their respective 2000 rates.

Yamhill County closely follows Oregon's unemployment rate. In 2018, the unemployment rate in Yamhill County was 3.8%. In Oregon, the rate was 3.9%, and in the nation, 4.2%.

Exhibit 30. Unemployment Rate, Yamhill County, Oregon, and the U.S., 2000 - 2018

Source: Bureau of Labor Statistics, Local Area Unemployment Statistics and Labor Force Statistics.



Commuting Patterns

Commuting plays an important role in the McMinnville’s economy because employers in these areas are able to access workers from people living in cities across Yamhill County and from the broader Mid-Willamette Valley Region.

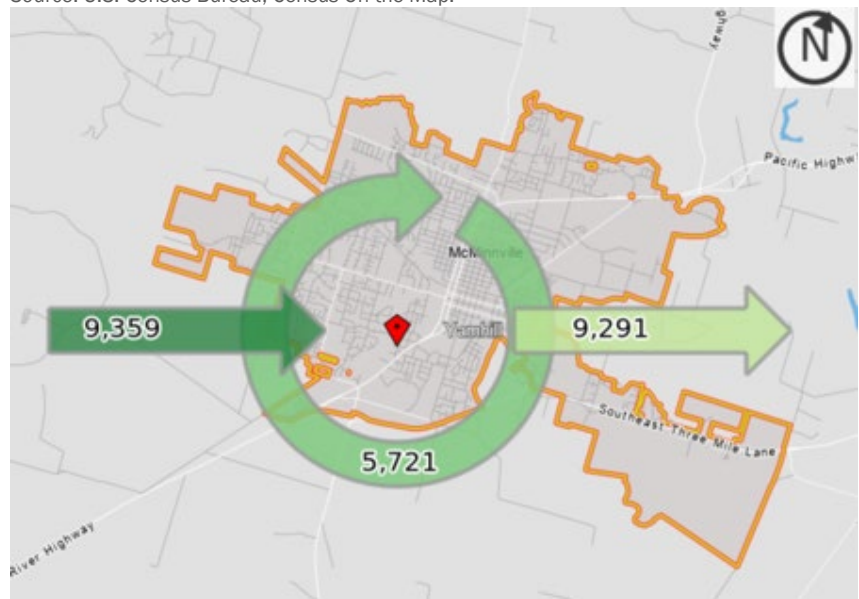
Exhibit 32 shows that 38% of people who work in McMinnville reside in McMinnville, 4% commute from Salem, 3% commute from Portland, and 3% from Newberg. The remaining workers commute from various other cities located across the Region.

McMinnville is part of an interconnected regional economy.

Of the approximate 15,080 persons employed in McMinnville (as of 2017), 62% of workers commute to their jobs from outside of the City. The remaining 38% of workers both live and are employed in McMinnville.

Exhibit 31. Commuting Flows, McMinnville, 2017

Source: U.S. Census Bureau, Census On the Map.



As of 2017, about 38% of all people who work in McMinnville also live in McMinnville.

Exhibit 32. Places Where McMinnville Workers Lived,⁷¹ 2017

Source: U.S. Census Bureau, Census On the Map.

38%	4%	3%	3%	3%
McMinnville	Salem	Portland	Newberg	Sheridan

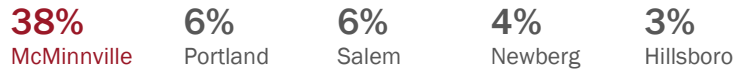
⁷¹ In 2017, 15,080 people worked at businesses in McMinnville, with 38% (5,721) people both employed and working in McMinnville.

About 38% of residents who live in McMinnville also work in McMinnville.

Six percent of McMinnville residents commute to Portland for work and another six percent commute to Salem.

Exhibit 33. Places Where McMinnville Residents were Employed,⁷² 2017

Source: U.S. Census Bureau, Census On the Map.



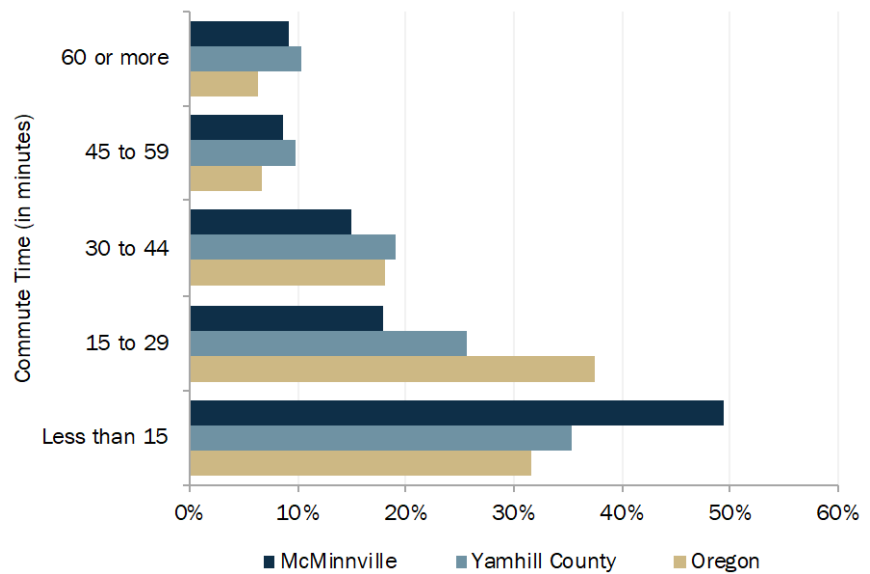
During the 2013-2017 period, about 49% of McMinnville workers had a commute of less than 15 minutes, compared to 35% of Yamhill County workers and 32% of Oregon workers.

Relative to Yamhill County and Oregon workers, McMinnville workers tend to have shorter commute times.

Where the majority (55%) of Oregon workers have commutes between 15 to 44 minutes, only 33% of McMinnville workers have commute times of that length. However, at the higher end of commuting times (45 minutes or more), almost one-fifth (18%) of McMinnville workers spend a sizable amount of time on the road.

Exhibit 34. Commute Time by Place of Residence, McMinnville, Yamhill County, and Oregon, 2013-2017

Source: U.S. Census Bureau, American Community Survey 2013-2017 5-year estimates, Table B08303.



⁷² In 2017, 5,569 residents of McMinnville worked, with 38% of McMinnville residents (5,569 people) both living and employed in McMinnville.

Tourism in the Willamette Valley Region and Yamhill County

Longwoods International provides regional statistics on travel. The following information is from Longwoods International's 2017 Regional Visitor Report for the Willamette Valley Region, which is defined as Benton, Lane (eastern, non-coastal region), Linn, Marion, Polk, and Yamhill counties.⁷³ Broadly, travelers to the Willamette Valley Region accounted for:⁷⁴

- 5.5 million overnight trips in 2017, or 16% of all Oregon overnight travel that year.
- The primary market area for travelers over 2016 and 2017 were Oregon, California, and Washington.⁷⁵ 48% of Willamette Valley visitors came from Oregon, 19% came from California, and 14% came from Washington.
- About 53% of visitors stayed 2 or fewer nights over 2016 and 2017 in the Willamette Valley, 32% stayed 3 to 6 nights, and 15% stayed 7 or more nights. The average nights spent in the Willamette Valley Region was 4.3.
- The average per person expenditures on overnight trips in 2017 ranged from \$9 on recreation, sightseeing, and entertainment to \$35 per night on lodging.
- About 75% of visits to the Willamette Valley Region over 2016 and 2017 were via personally-owned automobiles/trucks, 18% were by rental car, and 13% were via an online taxi service (such as Lyft or Uber).
- Over 2016 and 2017, visitors tended to be middle-to-older aged adults, with the average age being about 48.7. Those aged 18 to 34 made up 24% of overnight visits, 34% were between 35 and 54, and 42% were 55 and older. About 56% of visitors graduated college or completed a post-graduate education. Additionally, 44% of visitors earned less than \$50,000 in household income, 37% earned between \$50,000 and \$99,999, and 19% earned more than \$100,000. The average household income for Willamette Valley visitors was about \$64,560.

⁷³ Travel Oregon. "Oregon 2017: Regional Visitor Report, Willamette Valley Region," Longwoods International, October 2018. Retrieved from: <http://industry.traveloregon.com/research/archive/willamette-valley-oregon-overnight-travel-study-2017-longwoods-international/>.

⁷⁴ Longwoods International issues caution in interpreting these tourism estimates in the Willamette Valley Region as the sample size for the marketable trips this region is low. For this reason, the data reported is a combination of survey data from 2016 and 2017.

⁷⁵ The data reported in this bullet as well as other bullets noting years "2016 and 2017" are based on *marketable trips*. Longwoods International states marketable trips "are defined as those trip types that can be influenced by marketing efforts and include leisure and business-leisure trips."

Yamhill County's direct travel spending increased 139% from 2000 to 2018.

The Willamette Valley Region's direct travel spending increased by 100% over the same period.

Exhibit 35. Direct Travel Spending (\$ millions), 2000 and 2018

Source: Dean Runyan Associates, Oregon Travel Impacts, 1991-2018.

2000	\$1,000 Willamette Valley Region	\$56.7 Yamhill County
2018	\$2,000 Willamette Valley Region	\$135.7 Yamhill County

Yamhill County's lodging tax receipts increased 653% over 2006 to 2018.

Exhibit 36. Lodging Tax Receipts (\$ millions), 2006 and 2018

Source: Dean Runyan Associates, Oregon Travel Impacts, 1991-2018.

2006	\$111.0 Yamhill County
2018	\$835.8 Yamhill County

Yamhill County's largest visitor spending for purchased commodities is accommodation and food services.

Exhibit 37. Largest Visitor Spending Categories (\$ millions), Yamhill County, 2018

Source: Dean Runyan Associates, Oregon Travel Impacts.

\$27.9 Accommodations and Food Services	\$6.3 Arts, Entertainment, and Recreation	\$3.9 Retail
---	---	------------------------

Yamhill County's largest employment generated by travel spending is also in the accommodations and food services industry.

Exhibit 38. Largest Industry Employment Generated by Travel Spending (thousands), Yamhill County, 2018

Source: Dean Runyan Associates, Oregon Travel Impacts.

1.1 jobs Accommodations & Food Services	0.5 jobs Arts, Entertainment, and Recreation	0.1 jobs Retail
---	--	---------------------------

The number of person nights spent in Yamhill County increased from 1,706,000 in 2017 to 1,773,000 in 2018, an increase of 67,000 overnight stays, or 4%. Over the last nine years, from 2010 to 2018, person nights increased approximately 19%.

4. Economic Development Potential

The fundamental purpose of Goal 9 is to make sure that a local government plans for economic development. The planning literature provides many definitions of economic development, both broad and narrow. Broadly,

“Economic development is the process of improving a community’s well-being through job creation, business growth, and income growth (factors that are typical and reasonable focus of economic development policy), as well as through improvements to the wider social and natural environment that strengthen the economy.”⁷⁶

That definition acknowledges that a community’s wellbeing depends in part on narrower measures of economic wellbeing (e.g., jobs and income) and on other aspects of quality of life (e.g., the social and natural environment). In practice, cities and regions trying to prepare an economic development strategy typically use a narrower definition of economic development; they take it to mean business development, job growth, and job opportunity. The assumptions are that:

- Business and job growth are contributors to and consistent with economic development, increased income, and increased economic welfare. From the municipal point of view, investment and resulting increases in property tax are important outcomes of economic development.
- The evaluation of tradeoffs and balancing of policies to decide whether such growth is likely to lead to overall gains in wellbeing (on average and across all citizens and businesses in a jurisdiction, and all aspects of wellbeing) is something that decision makers do after an economic strategy has been presented to them for consideration.

That logic is consistent with the tenet of the Oregon land-use planning program: all goals matter, no goal dominates, and the challenge is to find a balance of conservation and development that is acceptable to a local government and the State. Goal 9 does not dominate, but it legitimizes and requires that a local government focus on the narrower view of economic development regarding economic variables.

In that context, a major part of local economic development policy is about local support for business development and job growth; that growth comes from the creation of new firms, the expansion of existing firms, and the relocation or retention of existing firms. Specifically, new, small businesses (those with fewer than 100 employees) are accounting for a larger share of the job growth in the United States.⁷⁷ This shift toward a focus on entrepreneurship, innovation, and small businesses presents additional options for local support for economic development

⁷⁶ *An Economic Development Toolbox: Strategies and Methods*, Terry Moore, Stuart Meck, and James Ebenhoh, American Planning Association, Planning Advisory Service Report Number 541, October 2006.

⁷⁷ According to the 2018 Small Business Profile from the US Small Business Office of Advocacy, small businesses account for over 99 percent of total businesses in the United States, and their employees account for nearly 50% of American workers. <https://www.sba.gov/sites/default/files/advocacy/2018-Small-Business-Profiles-US.pdf>

beyond firm attraction and retention. Thus, a key question for economic development policy is: *What are the factors that influence business and job growth, and what is the relative importance of each?* Specifically, OAR 660-009-0015(4) requires that cities conduct an assessment of community economic development potential, as part of the EOA. This assessment considers: market factors, infrastructure and public facility availability and access, labor, proximity to suppliers and other necessary business services, regulations, and access to job training.

The local factors that form McMinnville’s competitive advantage are summarized in the subsections below.

Factors Affecting Community Economic Development Potential

OAR 660-009-0015(4) stipulates that relevant economic advantages and disadvantages considered with the EOA “may include but are not limited to” factors of: location, size and buying power of markets; availability of transportation facilities for access and freight mobility; public facilities and public services; labor market factors; access to suppliers and utilities; necessary support services; limits on development due to federal and state environmental protection laws; and educational and technical training programs.” This 2020 EOA update is organized to address these considerations together with other factors distinctive to economic development in McMinnville.

Location, Size & Buying Power of Markets. Location is an economic factor that is prominently mentioned in prior planning documents. The 2019 *MAC-Town 2032 Economic Development Strategic Plan* identifies both strengths and weaknesses related to McMinnville’s location and associated transportation factors. Comparative advantages and disadvantages and their implications for economic opportunity in McMinnville are drawn from the 2013 EOA together with more recent MEDP, SEDCOR, and related industry analyses, summarized as follows.⁷⁸

Advantages:

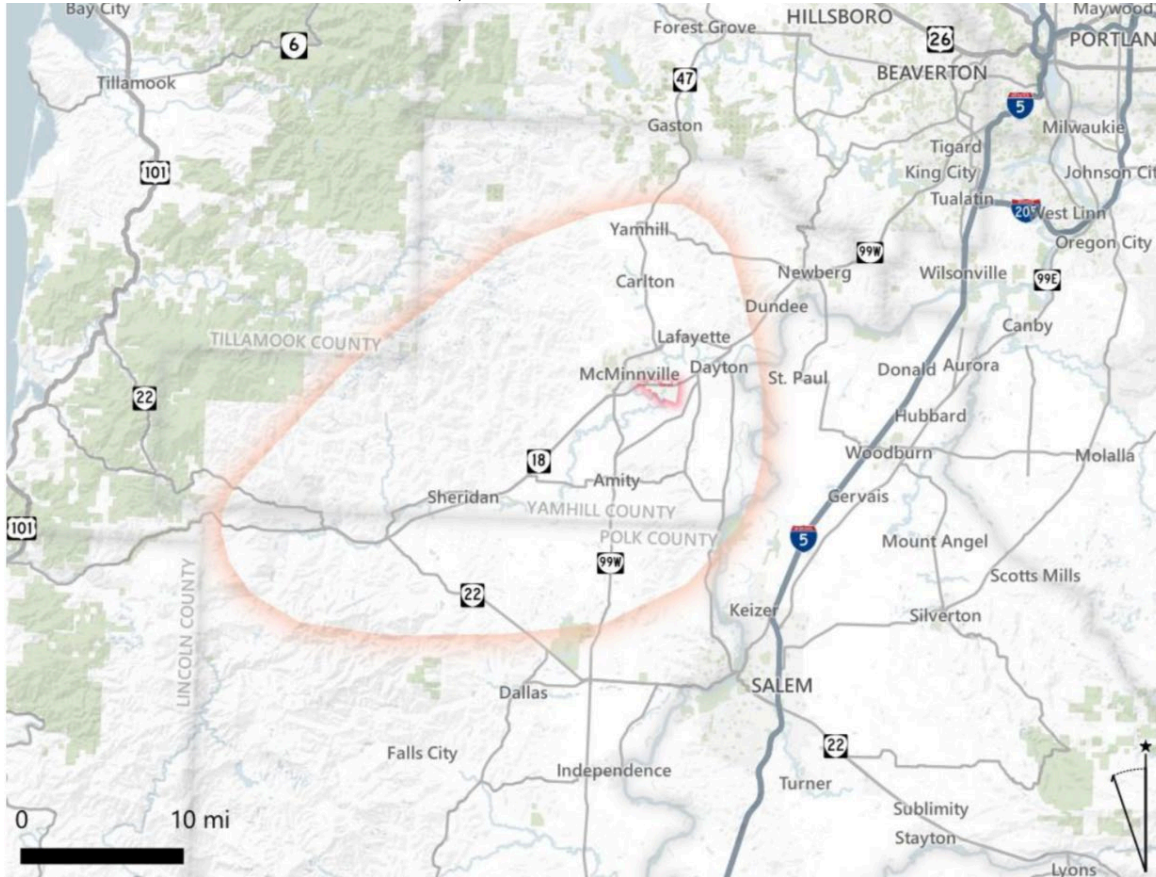
- *Ease of access – with proximity to Portland, Salem & the Oregon coast.* McMinnville is only 40 miles from Portland, 27 miles from Salem, and 51 miles from Lincoln City on the Oregon coast.⁷⁹
- *Central location to serve local community and regional employment and commercial service needs.* McMinnville is well situated to serve the employment and commercial needs of the local community and a larger market area of approximately 75,000 residents, according to the Three Mile Lane market analysis. The City’s market area encompasses

⁷⁸ The 2020 EOA update provides updated information related to comparative advantages and disadvantages, while keeping the structure of the 2013 EOA. Factors that are no longer relevant to McMinnville were removed.

⁷⁹ Source is www.maps.google.com.

the majority of Yamhill County. For reference, a map of McMinnville's market area is provided in Exhibit 39.⁸⁰

Exhibit 39. McMinnville Market Area, 2019



Source: McMinnville Three Mile Lane Area Plan: Market Analysis; TIGER, Leland Consulting Group.

McMinnville has a substantial population-to-jobs ratio of 2.2, compared to 2.5 in Newberg, and 3.0 in Yamhill County.⁸¹ This is due in part to McMinnville's ability to attract workforce both locally and regionally. As noted by the 2007 MEDP, McMinnville offers potential for commercial retail uses that often require a substantial trade area base of 50,000-100,000 or more customers for market viability.⁸² The competitive viability of service uses such as regional professional, business, financial and medical facilities also benefits from the ability to serve a market area extending beyond the immediate community. The 2019 Strategic Plan confirms opportunities for McMinnville to expand on both retail and non-retail commercial uses.

- *Proximity to regionally recognized destination attractions including Yamhill and Willamette Valley wineries, Evergreen Museum & downtown McMinnville as specialty destinations. The*

⁸⁰ McMinnville Three Mile Lane Area Plan: Market Analysis, Leland Consulting Group, April 2019.

⁸¹ Based on analysis of 2017 covered employment data from OED and population data from PSU.

⁸² Population standards for a regional center are included in sources such as the Urban Land Institute, *Shopping Center Development Handbook*, 1999. Minimum population size can vary by type of retail or service commercial business.

North Willamette Valley region—comprised of Yamhill-Carlton, Chehalem Mountains, McMinnville, Ribbon Ridge, Dundee Hills, and Eola-Amity Hills – has been identified with 503 wineries and 20,279 acres of grapes as of 2018.

In addition to recognition as the leading production area for Oregon’s wine industry, Yamhill County agricultural production adds to both local and visitor appeal. The area is known for quality fresh-to-market products including berries, nuts, milk, eggs, fruits and vegetables – and increasingly for custom/organic livestock production. Nursery crops, grass and legume seeds, Christmas trees, grain and hay add to the diversity of Yamhill County agricultural production – as the 6th leading county in terms of value of production in Oregon in 2017.⁸³

The Evergreen Air Museum attracted an estimated 88,400 visitors in 2018. With over 3 million annual visitors, the Spirit Mountain Casino located 24 miles from downtown McMinnville is widely cited as one of the top visitor draws in the state.⁸⁴

McMinnville also is recognized statewide for its remarkable comeback and current vitality of its historic downtown core area. Promoted as “Oregon’s favorite main street,” the McMinnville Downtown Association characterizes the appeal of downtown in these terms:

“Quaint boutiques, unique shops, and local galleries abound. Music fills the air from our farmers’ market performers and outdoor concerts all summer long, and pours out of our restaurants and pubs on winter evenings.”⁸⁵

Disadvantages:

- *Retail sales leakage occurring due to lack of major comparison retail.* As described by the Three Mile Lane market analysis, there is a considerable retail sales leakage of an estimated \$208 million annually throughout the McMinnville Market Area. Factoring in household growth projections, the market analysis forecasts demand for an additional 539,000 square feet of retail development in the McMinnville market area over the coming decade, with 150,000 square feet (or about 28%) being captured in the Three Mile Lane area.⁸⁶

Sites in the McMinnville UGB offer the potential to serve a local and regional market extending to Sheridan/Willamina, Polk County and even some coastal communities – with improved opportunity to serve the Newberg-Dundee area as a result of the recently completed bypass construction. Centrally located sites with good highway access and street visibility can be instrumental to attract commercial businesses that may require market areas of 50,000-100,000+ population.

⁸³ U.S. Census of Agriculture. Yamhill County Profile. 2017.

⁸⁴ As cited by Memorandum #2, Market Study Current Conditions, prepared as part of Northeast Gateway Plan by Leland Consulting Group for the City of McMinnville, May 23, 2011.

⁸⁵ As cited by www.downtownmcminnville.com, as of September 2012.

⁸⁶ McMinnville Three Mile Lane Area Plan: Market Analysis, Leland Consulting Group, April 2019.

- *Need for additional value-added opportunities for visitors.* A key challenge for the future is to provide more and better value-added opportunities for visitors to spend more time and money while visiting the McMinnville area.

Also, the 2019 *Willamette Valley Winery Association Visitor Profile Study* reported that about 53.8% of domestic visitors to the area are non-Oregon residents. Survey respondents noted difficulty of travel to the Willamette Valley as a key factor in not returning to the area. The study also stated that the typical Oregon resident wine tourist spends about \$151.63 per person per day, while the typical non-Oregon resident spends about \$416.43 per person per day.

Note: The 2013 EOA noted the following disadvantage at that time:

“Limited duration of tourism visitation & low expenditure capture. While the McMinnville area and Yamhill County can now boast some of the state’s top tourism attractions, visitor spending does not appear to match visitation. This is because visitors tend not to stay overnight (but are often day visitors) and do not appear to be making substantial expenditures while in the area.”

This has changed substantially. Visit McMinnville reports that visitor spending in Yamhill County has doubled in the last ten years. Lodging statistics in McMinnville are up across the board, including demand, rate, length of stay, occupancy, revenue, and number of properties & inventory of rooms.

Availability of Transportation Facilities for Access & Mobility. Location, size and buying power of markets are substantially affected by current and planned transportation facilities. This is particularly the case in Yamhill County which increasingly has experienced the negative economic development effects of highway congestion on the 99W corridor. However, completion of Phase 1 of the Newberg-Dundee Bypass in January of 2018 has partially reduced congestion, especially for local residents of the region.

Economic development opportunities may be substantially enhanced with further plans for transportation improvements—as with the second phase of the Newberg-Dundee bypass, which is currently in its design phase. A broader look at the role transportation plays in shaping McMinnville’s economic opportunities is outlined as follows.

Advantages:

- *Western & mid-valley cross-roads.* McMinnville is directly served by Highway 99W – as a historically significant central organizing spine to access commercial and industrial businesses throughout the community. Highway 18 has come to play an increasingly important role, not only as a by-pass route for through traffic traveling between the Oregon coast and the Portland metro area but also as a means of accessing more local and regional employment/institutional uses as well as the McMinnville airport. While not directly in McMinnville, Highway 22 (via 99W) provides access to Salem and to Interstate 5 (within approximately 30 miles).

- *Changing traffic patterns.* While serving as one indicator of overall economic activity, this is of particular importance for retail and service businesses as well as tourism oriented destinations reliant on high traffic counts. As of 2018, an estimated 22,900 vehicles per day traveled Highway 18 in the vicinity of the McMinnville airport – an increase of 44% over 2005 counts.⁸⁷

On Highway 99W, up to an estimated 21,900 vehicles traveled daily through McMinnville in 2018, (representing an increase in 99W in-town traffic with 18,900 vehicles in 2013).⁸⁸

- *Air and rail accessibility.* As a general aviation airport, McMinnville Municipal Airport has the capacity to handle corporate jet aircraft – together with availability of aircraft rentals, flight instruction, aircraft maintenance, and fuel. The Portland International Airport (PDX) is located 36 miles from McMinnville, offering daily direct flights with passenger and freight service to Asia, Europe, and Mexico as well as cities throughout the U.S.

The Willamette and Pacific Railroad maintains freight service to McMinnville industrial users. This short-line carrier connects to the Burlington Northern Santa Fe and Union Pacific carriers for transcontinental shipments to and from McMinnville.

Disadvantages:

- *Poor linkages to Interstate freeway access.* Congestion on the 99W corridor in the area of Dundee and further north is cited as a disincentive to business investment from existing and prospective new firms in documents including the 2019 *MAC-Town 2032 Economic Development Strategic Plan*. Of particular concern is the approximate 30-mile distance from McMinnville to the Interstate 5 corridor, exacerbated by substantial congestion affecting connecting routes during much of the business day, especially for the segment of the 99W corridor extending from the Highway 18 merge north of McMinnville through Newberg. The *MAC-Town 2032 Economic Development Strategic Plan* notes that the development of the Highway 99 bypass will likely “improve access to McMinnville.”
- *Challenging Air & Rail Service.* While the distance to PDX for scheduled air service is less than 50 miles, regional roadway congestion makes travel times unpredictable during business hours and about half this distance from McMinnville occurs on two-lane roadways. With increasing regional traffic congestion, access to Portland International Airport is ever more problematic both for freight shippers and employees who must travel for their jobs.

As described by the 2001 EOA, “lack of convenient and efficient access to Portland International Airport was one factor cited by Hewlett-Packard in its decision to leave McMinnville, and it may discourage other existing or prospective firms from expanding

⁸⁷ Annual Average Daily Traffic counts (point near McMinnville Airport). Oregon Department of Transportation. <https://gis.odot.state.or.us/transgis/>

⁸⁸ Annual Average Daily Traffic counts (point near McMinnville High School). Oregon Department of Transportation. <https://gis.odot.state.or.us/transgis/>

or locating in McMinnville.” Also noted is that rail traffic bound for Portland has been routed south, then north, due to the unsuitability of existing trackage north of McMinnville.

The Oregon Department of Transportation (ODOT) completed construction of Phase 1 of the Newberg-Dundee Bypass and has proceeded into the design phase for Phase 2, which will affect economic opportunities in the coming years. Per the fact sheet associated with Phase 1 of the Bypass project, congestion was reduced by approximately 20% in downtown Newberg and by 40% in downtown Dundee. Freight traffic was also reduced by approximately 45% in Newberg and 68% in Dundee. These congestion reductions have the added benefit of increasing safety on 99W and simultaneously diminishing travel time during peak commute periods.⁸⁹ The Phase 2 improvement (currently in a design phase) is expected to have the effect of further reducing travel times on the 99W corridor north of McMinnville to Newberg via an extension of the Phase 1 Bypass.

Public-Private Facilities, Services & Environmental Factors. This discussion combines related items of OAR 660-009-0015(4) as related to public facilities and public services, access to suppliers and utilities, necessary support services, and environmental limitations. This is due to the inter-connected roles of these factors in affecting overall economic activity for both industrial and commercial business activities.

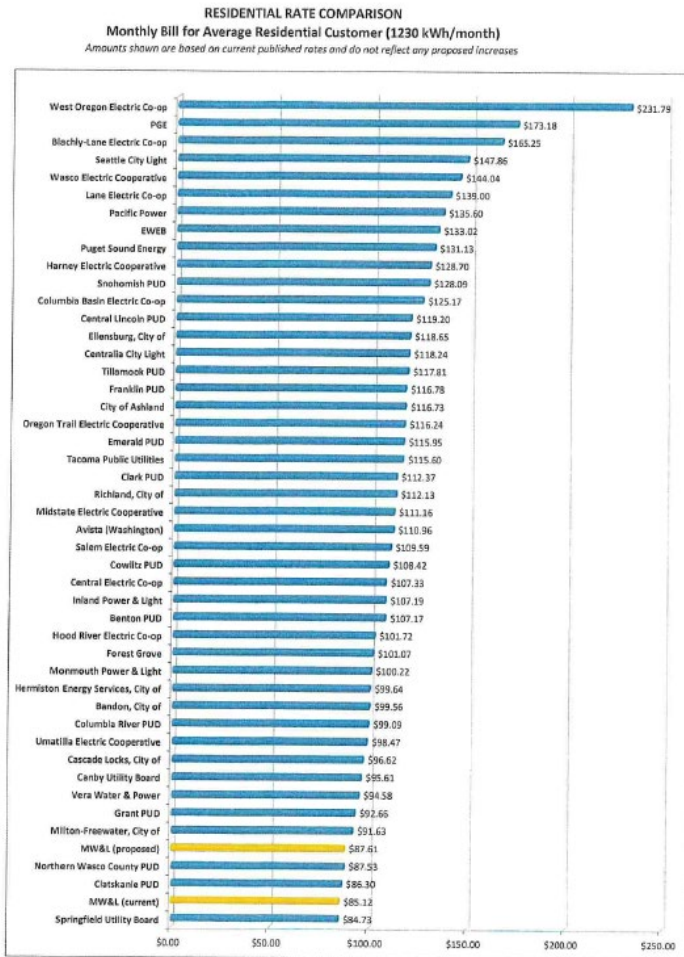
The availability and cost of both public and private support services can affect the costs of living or doing business in McMinnville. Environmental factors can similarly serve to constrain or, in some cases, benefit economic development investments. A firm’s location decision may reflect consideration of the comparative value versus cost of doing business in McMinnville or other potentially viable locations in Oregon or elsewhere.

Advantages:

- *Low public utility rates.* McMinnville is recognized as offering low electricity and water rates compared with other public and private utilities region-wide and statewide (Exhibit 40). The public utility provider, McMinnville Water and Light (MW&L), was founded in 1889 and continues to provide low cost, reliable water and power services.

⁸⁹ Oregon Department of Transportation. 2014. *Newberg-Dundee Bypass Project*. Retrieved from: <http://oregonjta.org/region2/files/highway99w/docs/overall-fact-sheet-for-web-dec-2014.pdf>

Exhibit 40. Residential Rate Comparison for Oregon Utility Services



Source: McMinnville Water and Light.

- Water & sewer capacity for growth.**
 - Water supply and water rights.* Water supply is from the Yamhill and Nestucca River basins. In 2005, MW&L completed expansion of McGuire Reservoir, more than doubling reservoir capacity, providing ample water supply through at least 2025. Beyond 2025, MW&L has sufficient capacity for water rights and supply to meet needs through at least 2075. This will address needs for the City's 20-year planning horizon of 2041 and the longer 2067 planning horizon.
 - Treatment capacity.* In 2010, MW&L completed expansion of the Water Treatment Plant (WTP). This increased capacity from 13 MGD to 22 MGD. The WTP can be expanded from the current 22 MGD to a maximum of 30 MGD. MW&L's 2010 master plan projects that this will provide treatment capacity through 2045. This addresses needs through the City's 20-year planning horizon through 2041, and MW&L can either expand treatment capacity at this location or supplement with new treatment capacity from the new intake on the Willamette to meet needs beyond 2045 through the 2067 planning horizon.

- *Long-Term Water Supply.* Previously noted as a disadvantage in the 2013 EOA, recent actions have turned long-term water supply into an advantage. While recent expansions to McGuire Reservoir are expected to provide ample supply through about 2025, actions are also being undertaken to address longer-term needs. A 2008 Yamhill County Water Supply Analysis concluded that most providers in Yamhill County have adequate water rights to meet projected maximum day demands to 2050; exceptions are noted for Dayton, Lafayette, McMinnville Water and Light (MWL), and Yamhill. As a result, MWL is partnering with the Cities of Carlton, Dayton and Lafayette in an application to the state to secure a water permit to the Willamette River as a potential second municipal source. In addition, this will provide McMinnville with a secondary source, as well as adequate supply and water rights through 2075.

In 2011, the Yamhill Regional Water Authority (YRWA) acquired a water right on the Willamette River with a 2011 priority date. In 2016, MW&L acquired an additional right with a priority date of 1982. In 2017, MW&L purchased a site on the Willamette River for a future intake and pump station. In 2018, MW&L procured the services of Carrollo Engineering to verify that the site would support facilities for a 50 MGD intake and pump station. In 2019, MW&L signed an agreement to supply water to the City of Lafayette. Engineering Design of the inter-tie is underway with construction in 2020. Tentative plans are to start supplying Lafayette with water in the summer of 2020. In 2020, MWL anticipates acquiring an additional senior water right from the Willamette for 4.8 MGD. For McMinnville, this means there will be adequate supply and water rights to meet needs through at least 2075.

- *Internet Services.* In the 2019 strategic plan, goal 1.4.3, which is to "identify and complete high-priority infrastructure projects that serve McMinnville's current and future business community," details a potential project where City staff will evaluate a 10GB fiber network with local Internet Service Provider, Online Northwest.
- *Local business entrepreneurship – with a record of technological innovation.* Focus groups conducted in 2007 for the MEDP strategic economic development plan coupled with interviews for the Marion-Polk-Yamhill County regional economic development strategy have pointed to this factor as a major distinctive strength of the mid-Willamette Valley region. The *MAC-Town 2032 Economic Development Strategic Plan* dedicates one of its target sector goals to foster opportunities in technology and entrepreneurship. This goal is comprised of four strategies, which include making McMinnville a location for small- and medium-sized technology firms to relocate and grow, provide co-working and other work arrangements enabled by telecommunications technology, incubate new businesses and start-ups, and create new talent pipelines for tech-related occupations.⁹⁰

⁹⁰ City of McMinnville. *MAC-Town 2032: Economic Development Strategic Plan*. Retrieved from: <https://www.mcminnvilleoregon.gov/sp/page/mac-town-2032-economic-development-strategic-plan>

Perhaps less readily recognized is the diversity of other small manufacturing and industrial companies that serve global markets through technological innovation and astute market positioning. Examples range from area aerospace and metals component manufacturers to technology companies to wineries.

- *Comparative property tax rates.* While the significance of property and other taxes to business investment decisions is debated nationally and regionally, there is no question that McMinnville’s relative tax burden has changed appreciably in a more favorable direction in recent years.
- *Economic development assistance.* A public services advantage noted with the 2001 EOA is the presence of the McMinnville Downtown Association, providing economic development assistance for businesses locating or expanding in the historic downtown. Since its formation in 1976, the association has been recognized for successful downtown revitalization and leadership among Oregon Main Street communities. Formed in 2006, the public-private organization, McMinnville Economic Development Partnership (MEDP), continues to serve as a single point of contact for economic development assistance for industrial and other firms throughout the McMinnville community. Further, the 2019 *MAC-Town 2032 Economic Development Strategic Plan* identified a “positive business climate perceptions and a sense of civic leadership” as a strength in McMinnville.

Disadvantages:

- *Environmental Effects on Land Supply.* The City of McMinnville has identified lands in steep slopes (of 15% or greater), floodplains, and wetlands identified in the National Wetlands Inventory (NWI) as environmental constraints. Lands with any of these characteristics are considered as constrained or unbuildable and have been deducted from lands identified as available whether vacant or partially vacant.

Labor Market Factors (including Training). This discussion combines two factors listed by OAR 660-009-0015(4) – notably items (d) labor market factors and (h) education and technical training programs – due to their mutual interdependence.

The availability of adequate, qualified labor is critical for economic development. This labor force is not limited to local McMinnville residents as local firms can draw workers from surrounding communities situated within a reasonable commute distance. Similarly, a portion of the McMinnville adult population may find employment in other communities – both nearby as well as extending into the Salem and Portland metro areas.

While direct information on the quality of the workforce is not always readily available, demographic characteristics that are typically used to indicate the quality of the labor force include age distribution, educational attainment, employment by occupation or industry, and race/ethnicity. Also of importance are opportunities for workforce training.

Advantages:

- *Favorable workforce demographics.* As detailed with the comparative demographic and economic data in Chapters 2 and 3 of this EOA update, factors conducive to adequacy of abundant labor supply in McMinnville include above average population growth rates, low median age of population, and high proportion of McMinnville residents who are able to find work locally. A well-represented Latino population also offers advantages for businesses that benefit from greater cultural diversity in accessing customers in a more diverse marketplace both regionally and nationally.
- *Ability to access much larger metro area workforce pool.* With an in-city labor pool of over 15,000, McMinnville employers have ready access to a countywide labor market of nearly 50,000. For some specialty positions in which the local market may not have adequate depth, there is an even larger regional Mid-Valley labor pool on which to draw – much of which is located within a 20-40 mile drive from McMinnville. However, employers have noted the immediately available labor pool in McMinnville as an issue.
- *Moderate local & countywide unemployment.* The 2013 EOA noted that McMinnville unemployment in McMinnville (in 2010) was 9.3%—above the U.S. rate of 9.0% and below the statewide rate of 10.4%. Comparatively, unemployment has improved since the recession. In 2018, the unemployment rate in Yamhill County was 3.8%.
- *The Linfield/Chemeketa Community College connection.* As a top-ranked U.S. News & World Report college in the western U.S., Linfield College has established a west coast if not national reputation for academic excellence and value. In December 2019, Linfield was ranked #117 among national liberal arts colleges by the national magazine U.S. News & World Report.⁹¹ A question for the future may be how best to leverage this reputation for greater community and economic benefit.

The Chemeketa Community College – Yamhill Campus offers increasing opportunity for linkages with economic development, particularly through workforce training targeted to the needs of local employers. Another example of a partnership opportunity would be the creation of an entrepreneurship program – marketed cooperatively to area businesses. The Yamhill Valley Campus was expanded to a new location directly adjacent to the Highway 18 corridor in 2011.

- *Workforce training resources.* Workforce recruitment programs are available through the McMinnville WorkSource Center (Oregon’s public workforce system), Express Employment Professionals, and the Oregon Employment Department. For young professionals, career centers at Linfield College, Chemeketa Community College (Yamhill Valley Campus), George Fox University, Portland Community College (Newberg), and McMinnville High School, provide support for improving skills and

⁹¹ U.S. News. *Best Colleges Rankings*. Linfield College, 900 S.E. Baker St., McMinnville, OR. Rank information retrieved on December 19, 2019 from: <https://www.usnews.com/best-colleges/linfield-college-3198>

connecting them with businesses in the broader Yamhill County region.⁹² Additionally, the MDEP operates a summer internship program named McMinnville WORKS, which assists in connecting local businesses with talented collegiate youth.⁹³

Disadvantages:

- The most significant labor force disadvantage is indicated by relatively low rates of college graduates. Only 24% of McMinnville adults have college degrees, compared to 25% in Yamhill County and 32% in Oregon, according to 2013-2017 ACS 5-year estimates.
- A related disadvantage may lie with relatively high proportions of service workers – as compared with the entire county, Mid-Valley region, entire state and U.S. This is one reason that McMinnville household incomes are also below those of the comparison geographies.

However, in some cases this available labor force will constitute a comparative advantage for firms that depend on service occupations. This is especially the case if local work force skills can also be enhanced over time to allow for improved wages and career options.

Other Factors. In addition to the factors identified in conjunction with OAR 660-009-0015(4), there are other factors of importance specifically to the McMinnville community. These relate to local demographics and also land availability. Key advantages and disadvantages as noted from this and other similar analyses pertinent to McMinnville are outlined below.

Advantages:

- *Diverse industry mix.* McMinnville has a relatively diverse mix of industry for a community its size, a factor noted by the 2001 EOA. This diverse employment base is attributed, in part, to the actions of McMinnville Economic Development Partnership (MEDP). Also noted by the 2001 EOA, the 2007 MEDP Strategic Plan, and more recently in the 2019 *MAC-Town 2032 Economic Development Strategic Plan*), is that the local diversity of employment is due in part to the perceived quality of life in McMinnville. This factor is important to attracting businesses and entrepreneurs seeking quality communities for themselves and their employees.
- *A relatively young & diverse population – with increased Latino presence.* Median age of McMinnville residents is three years less than that of the entire state of Oregon. Higher proportions of residents are found locally for all age cohorts from childhood to young adults (to age 39). Companies looking for youthful workforce can find it in McMinnville.

⁹² McMinnville Economic Development Partnership (MDEP), Find Your Workforce. <https://www.mcminnvillebusiness.com/workforce>

⁹³ MDEP, The McMinnville WORKS Summer Internship Program. <https://www.mcminnvillebusiness.com/mcminnville-works-internship-program>

McMinnville is at the leading edge of Oregon's population transformation. The community's Latino population increased from less than 15% of the city-wide total in 2000 to 22% in 2013-2017 (well above the statewide proportion of 13%). Throughout the entire mid-Willamette Valley region as well as statewide, the Hispanic/Latino population is expected to represent an increasingly important component of the next generation of workers and of customers for commercial services. McMinnville has an opportunity to lead the way – providing new career options for Latino workers and business development options for Hispanic-owned businesses.

- *Small-town residential charm including a walkable downtown.* While quality of life is often considered difficult to quantitatively assess, perceptions of quality of life relative to other communities can affect business location and expansion decisions. This is especially the case for entrepreneurial and other individually owned, non-corporate enterprises.

The 2018 Economic Development Strategic Plan's mission states, "Businesses leverage local and regional talent pipelines while attracting new employees and residents who value McMinnville's high quality of life... As we evolve, we prize our small-town roots and we maintain McMinnville's character."⁹⁴ As described by the website of the McMinnville Area Chamber of Commerce, "McMinnville is located in the western portion of Oregon's agriculturally rich Willamette Valley on U.S. Highway 99W."

The quiet, friendly city enjoys a central location to Pacific Ocean beaches (50 miles), the big city (Portland - 30 miles to the northeast), and the state capitol (Salem - 25 miles southeast), with an easy scenic drive to Mt. Hood and other ski areas. "McMinnville offers small-town charm in a full-service city."⁹⁵

Disadvantages:

- *Restricted population growth.* Since 2000, population has been increasing somewhat more rapidly than the state, but at an approximate 1.4% per year average rate. In the past, City services have been able to match without experiencing major fiscal issues. However, continued population growth at a somewhat reduced coordinated population growth rate averaging about 1.2% per year is now forecast through 2067. Constrained land supply is restricting growth and the cost of services is increasing faster than increases in assessed values.
- *Vulnerability to eroding incomes & standard of living.* As of 2013-2017, median household incomes for McMinnville are 14% below Yamhill County and 10% below statewide medians. Average wages for the McMinnville UGB are comparable to Yamhill County but below comparable regional, statewide and national figures.

⁹⁴ MAC-Town 2032 Economic Development Strategic Plan. 2019. p.10.

⁹⁵ Cited from www.mcminnville.org, as of September 2012.

As is occurring statewide and nationally, wages are now accounting for less than a 50% share of total personal income. Yamhill County residents also are more dependent on transfer payments than is the case regionally or nationally.

Future prosperity may be jeopardized to the extent that non-wage sources of income are subject to changing federal policies and the status of national/global investment markets – combined with social service needs for those dependent on transfer payments. Improving the ratio of wage to non-wage income will be influenced directly through the combination of providing more jobs and better paying job opportunities locally.

- *Tentative integration of Latino population into community & business leadership.* As noted with the 2007 MEDP Strategic Plan, in many communities with rapidly growing Hispanic populations, it has proven challenging to effectively draw Latinos into positions of community leadership and business ownership. The result can be lost opportunity for Latino business patronage and a more dynamic cultural environment that draws new blood, new ideas and new investment. A foundational strategy in the *MAC-Town 2032 Economic Development Strategic Plan* is to “improve systems for economic mobility and inclusion,” with emphasis on training, resources, and support for underrepresented entrepreneurs and workers.
- *Inadequacy of commercial and industrial buildable land.* The 2001/03 and 2013 EOA processes all concluded that the McMinnville UGB would experience a deficit of buildable commercial land over a 20-year time horizon. The 2013 EOA resulted in a 36-acre deficit of commercial land for the 2013 to 2033 planning period, and the results in Chapter 5 show deficits of both commercial and industrial land for the 2021-2041 planning period.

McMinnville’s Strengths, Weaknesses, Opportunities, and Threats

As part of the *MAC-Town 2032 Economic Development Strategic Plan*, McMinnville community members completed a SWOT analysis for economic development in McMinnville. It describes McMinnville’s Strengths, Weaknesses, Opportunities, and Threats.

<p>Strengths</p> <ul style="list-style-type: none"> • High quality of life to boast about and attract investment • Strong, widely-recognized downtown • Robust wine and tourism economy, as well as cultural (e.g. Air and Space Museum) and recreational amenities that bring visitors • Well known regionally and nationally as a destination for wine and food, with some supporting tourist assets • Balanced employment across industry sectors • Presence and involvement of postsecondary educational institutions (Linfield College and Chemeketa Community College) • Location advantages: <ul style="list-style-type: none"> • Good location in proximity to major metro area • High quality soils in surrounding areas, climate suited for agriculture • Natural environment assets nearby, including Yamhill River, access to the ocean and mountains • Inexpensive power and water, with sustainable sources • Major infrastructure assets: major highways, freight rail, airport • Various parks and recreational assets • Positive business climate perceptions and a sense of civic leadership 	<p>Weaknesses</p> <ul style="list-style-type: none"> • Relatively low educational attainment • A limited labor pool for local companies and those looking to relocate • Difficult access to and from I-5 and no near-term possibility of a more direct connection • End-of -the-line location for wine country visitors coming from the Portland area • Lack of housing options • Low levels of professional and office office-using employment • Comparatively high poverty rates and low median household income
<p>Opportunities</p> <ul style="list-style-type: none"> • Proximity to Portland allows McMinnville to capitalize on urban infrastructure and amenities • Local airport has comparative advantages over other regional airports • Highway 99 bypass : future completion will improve access to McMinnville • A stronger framework for regional collaboration , improved opportunity in surrounding communities • Opportunity sites for new downtown development • New housing development – higher density , diversity of types, live live-work units • Improved connections to the University of Oregon and Oregon State University • Stronger branding and improved gateways into McMinnville • Innovation in agriculture and food systems • Wine -oriented makerspace • Food hub • \$6M gift to Linfield College’s wine program • Expanded culinary and craft beverage retail offerings 	<p>Threats</p> <ul style="list-style-type: none"> • Limited land availability for residential, commercial and industrial development • Regulatory challenges associated with UGB expansion • Worsening housing affordability • Brain drain due to local graduates leaving for other job markets • Absorption of projected growth without detrimental impacts to character, congestion, affordability • Future oversaturation of wine/tourism and increasing concentration of low-wage service industry jobs • Need to find a sustainable solution to homelessness • Future impacts of climate change on agriculture and related industries, including tourism

Target Industries

The characteristics of McMinnville will affect the types of businesses most likely to locate in the city. McMinnville's attributes that may attract firms are: McMinnville's access to land and resources; recreational opportunities; and quality of life.

2013 Updated Cluster Targets

The 2013 EOA recommended a short list of cluster target industries, described as:

- **Advanced Manufacturing.** Corresponds to an industry cluster pivotal to the Oregon Business Plan and Business Oregon (the Business Development Department). In McMinnville, this cluster is exemplified by major McMinnville employers including Cascade Steel, Meggitt Polymers and Composites, NW Unmanned Aerial Systems, Betty Lou's, Inc., and Freelin-Wade Co. Also included are agricultural producers ranging from employers in the emerging breweries to small boutique wineries as in the Granary district which also serve to complement the Yamhill County Agri-Business Economic and Community Development Plan.
- **Healthcare/Traded Sector Services.** Aimed to facilitate continued competitiveness and future expansion of non-manufacturing businesses that serve area residents plus customers located beyond the immediate McMinnville/Yamhill County community. Willamette Valley Medical Center and associated health care facilities can be expected to continue to experience employment growth in the years ahead. Examples of traded sector service activities are diverse, ranging from Linfield College to Evergreen International Airlines to Oregon Mutual Insurance. Also included is a significant component of small firms as the export-focused portion of McMinnville's fast growing and entrepreneurial service business sector such as Precision Analytical, Hurst Berry Farms Corporate Headquarters, and NW Rapid Manufacturing.

MAC-Town 2032 Economic Development Strategic Plan Target Sectors

Furthermore, Goals 4-8 of the *MAC-Town 2032 Economic Development Strategic Plan* outline the "target sector goals and strategies," as well as potential tasks and projects, as follows:

- **4. Sustain and Innovate within Traditional Industry and Advanced Manufacturing**
 - 4.1 Ensure workforce availability in trades and other mid-skill positions.
 - Encourage expansion and allocate resources for middle, high school, and community and technical college programs that encourage career exploration and skills development in trades and mid-skill occupations
 - Convene a panel of business leaders from traditional industry and advanced manufacturing employers in McMinnville to pioneer a collaborative approach to expanding apprenticeships and volunteering employee time to teach in-demand skills to individuals evaluating trade-based careers.

- 4.2 Connect traditional industry and advanced manufacturing to innovation resources for sustainable growth.
 - Highlight industrial innovation in McMinnville through periodic events, posts and other marketing, connecting innovators through storytelling and innovation partnerships.
 - Plan and participate in an industrial innovation working group or recurring social event to facilitate idea sharing and cross-pollination among business leaders.
 - Connect business leaders with regional innovation resources through Business Oregon and other innovation-oriented organizations.
 - Consider an international sister city program to share innovative practices.
- 4.3 Expand and market land availability for industrial activities.
 - Promote and market the McMinnville Industrial Park as a target area for advanced manufacturing investment within Yamhill County.
 - Coordinate with McMinnville Industrial Promotion to ensure leadership succession and continued engagement.
- **5. Foster Opportunity in Technology and Entrepreneurship**
 - 5.1 Become a place where small and medium technology firms can relocate and grow.
 - Foster physical connections to existing tech and entrepreneurship hubs through low-cost air services.
 - Market McMinnville as a destination for young and aspiring employees to find opportunity in business, entrepreneurship, computer and software engineering and other programs in Oregon’s post-secondary institutions.
 - Survey local "tech" employers to identify current regulatory shortcomings or infrastructural needs for business relocation and expansion.
 - Promote the concept of McMinnville's "tech terroir" to emphasize McMinnville's potential assets to entrepreneurs, business owners and others involved in tech-oriented occupations.
 - Explore opportunities to improve connections to and otherwise better leverage McMinnville's dark fiber ring for business use.
 - Hire an innovation officer and/or complete a comprehensive strategy around smart cities and innovation in urban sustainability.
 - Create an “Invest in the Future” grant program that is targeted towards private investment and business development with living wage job outcomes.

- 5.2 Provide opportunities for co-working, teleworking, and other arrangements enabled by telecommunications technology.
 - Collaborate to develop a coworking space to foster entrepreneurship, innovation and to enable convenient telecommuting to regional employers in Portland or elsewhere. Explore unique partnership opportunities for cooperative or pop-up telecommuting spaces.
- 5.3 Incubate new businesses and start-ups.
 - Maintain a list of funding sources for start-up and expansion grants for locally-owned businesses.
 - Coordinate with partners to improve access to funding and resources available through local foundations, non-profits and other funders in McMinnville to empower local capacity-building efforts.
 - Study the feasibility of aggregators or cooperatives to efficiently distribute locally-made products from McMinnville businesses to larger metropolitan markets.
- 5.4 Create new talent pipelines for tech-related occupations.
 - Connect business leaders with interested local educators to develop extracurricular activities and to improve current curricula and align education and training with emerging employer needs.
 - Cultivate relationships with post-secondary institutions to ensure awareness of job opportunities in McMinnville, and ensure that McMinnville job opportunities are represented on school job boards, in job fairs, and other promotional events.
- **6. Be a Leader in Hospitality and Place-Based Tourism**
 - 6.1 Make downtown the best it can be.
 - Evaluate current zoning, historical districts and designations, and existing land use patterns, including underutilized parcels, to ensure that key downtown parcels offer the highest and best use for their location.
 - Communicate with County officials to explore the potential for a purpose-built County facility, outside of downtown, that includes a courthouse, commissioners offices, and clerks office.
 - Continue to evaluate new downtown events to diversify downtown events and activities and publicize emerging retailers or other non-retail organizations.
 - Evaluate the feasibility of improving or expanding the provision of public restrooms in the downtown area.
 - 6.2 Become the preferred destination for wine-related tourism.

- Collaborate to expand marketing of McMinnville and Yamhill Valley products and to improve national and international recognition of local wine.
- Connect hoteliers and other hospitality professionals in Oregon and elsewhere to local opportunities for high-quality additions to McMinnville’s current hospitality offerings.
- Collaborate with Travel Oregon to host a tourism workshop for McMinnville business owners to establish and leverage competitive advantages of over similar regional offerings.
- Leverage Linfield’s wine studies program to identify opportunities to increase visitation to the Willamette Valley region and to the viticultural areas immediately surrounding McMinnville
- 6.3 Diversify tourism destinations beyond wine.
 - Create branded itineraries for a range of activities and distribute online and in hard copy throughout McMinnville and at local and regional airports to offer pre-planned adventures for visitors.
 - Optimize social media performance by continuing and expanding the use of hash tags, branded icons, slogans, and other techniques to highlight and encourage sharing of McMinnville-based experiences.
 - Conduct a feasibility study to identify the potential costs and economic and fiscal impacts of building an indoor sports complex for local recreation and regional event use.
 - Engage the Wings and Waves water park to identify and pursue opportunities for growth and expansion.
 - Become a national destination for bicycle tourism and other recreational and leisure activities.
- 6.4 Market and promote McMinnville.
 - Develop and maintain robust relationships with Travel Oregon, and seek promotion opportunities accordingly.
 - Document and track the economic impact of tourism and outdoor recreation to Yamhill Valley communities.
 - Work with visit McMinnville and local hoteliers to identify gaps in available conference space and to establish a plan to expand McMinnville’s offerings for small and large conferences.
- **7. Align and Cultivate Opportunities in Craft Beverages and Food Systems**
 - 7.1 Maintain prominence in wine while looking for opportunities to innovate within supply chains, viticulture and production.

- Convene a technical assistance panel to identify new opportunities in urban wine-making and distribution and to establish a framework for collaboration and innovation in wine-making that best leverages public and private resources and identifies critical public/private partnerships.
 - Expand programming at IPNC to include a technical component for knowledge sharing between wine-makers and other professionals in viticulture and oenology.
 - Encourage collaborative research at Linfield and Chemeketa CC and facilitate connections between these schools and other viticulture programs nationally.
 - Proactively recruit beverage-makers that complement existing wineries and breweries, such as cideries and distilleries.
- 7.2 Locate higher job-density food and beverage activities within McMinnville.
- Ensure the sufficiency of regulations in applicable zones to accommodate urban wine-making and other non-retail aspects of the wine industry, including transportation and distribution.
 - Encourage further clustering of wine-oriented business in the Granary/Alpine District.
 - Contact wineries throughout the region to identify growth-oriented operations needing new or larger space, and target marketing and recruitment efforts accordingly.
 - Recruit food processing and production companies that offer synergies with wineries, such as charcuterie and cheese companies.
 - Coordinate with educational institutions to anticipate needs and ensure that McMinnville remains a hub for wine education while expanding culinary education and training locally
 - Hire an Agriculture Coordinator or Resource Officer to connect producers with resources and coordinate efforts to innovate within wine and agriculture.
 - Convene a group of wine-makers and entrepreneurs to evaluate the feasibility of a wine maker-space or similarly collaborative wine-making space for small producers, experimental products, or research.
 - Conduct a feasibility study and potentially complete a business plan for an integrated food hub and permanent, year-round farmer's market.
 - In partnership with other Oregon cities and counties, commission a study of value-added industry successes and best practices related to agriculture in western U.S. and Canadian communities.

- Liaise with researchers at OSU’s Small Farms Program and other similar agricultural programs throughout the state and the region.
 - Invite educators in the region to conduct research and teaching based in the Yamhill Valley, including possible distance learning and online college course options.
 - Explore opportunities for expanded agricultural production using hydroponics, aquaponics and other similar cultivation methods
- 7.4 Open new markets for local agricultural products.
 - Establish a branding and marketing program for local agricultural products, such as “Yamhill County Grown” or similar.
 - Develop and market a local Farm-to-Table program by connecting Yamhill Valley farmers with local restaurants.
 - Explore the potential for a cooperative distribution model to move McMinnville’s agricultural products to restaurants in the Portland metro.
- 7.5 Encourage a holistic approach to local food culture, improving connections to the local producers and cultivating a community of exceptional restaurants and culinary establishments.
 - Create a forum for local restaurateurs to connect with local agricultural producers and improve culinary offerings.
 - Work with stakeholders to establish a local demonstration or innovation kitchen that can be rented to test new recipes, host small events, or otherwise incubate local culinary endeavors.
 - Publicize local food offerings across all price levels through a branded guide to local cuisine, and distribute at and regional hotels, wineries, airports and other places frequented by travelers.
 - Partner on development of a “Farm-for-a-Day” agri-tourism program connecting local farming operations to paying guests.
 - Evaluate alignment of current food cart regulations with community goals.
- 7.6 Preserve natural assets while ensuring long-term stability in agricultural production.
 - Espouse an approach to environmental stewardship and encourage participation and support by local farmers for initiatives in keeping with this approach.
 - Establish and facilitate a business leadership group to identify solutions to sustainability challenges.

- Establish local resiliency infrastructure and training through programs like FEMA’s Community Emergency Response Teams (CERT) or other community-based models
- **8. Proactively Assist Growth in Education, Medicine and Other Sciences**
 - 8.1 Leverage institutional land assets and support planning for institutional growth and clustering.
 - Ensure that the Willamette Valley Medical Center can accommodate future growth through a master plan that includes supportive zoning, targeted capital improvements and other tools.
 - Use regulatory tools and constructive dialogue with businesses to encourage clustering of medical-professional uses near the Willamette Valley Medical Center and to create a regional anchor for health care.
 - Engage McMinnville’s large institutions in a dialogue about proactive planning for large and underutilized land assets.
 - Assess the desirability and potential feasibility of the creation of a “university district” or similar near one or more of McMinnville’s college campuses.
 - 8.2 Assist in recruitment and training to fill specific workforce needs.
 - Identify and fill gaps in education and training opportunities at local educational institutions for in-demand skills in “Eds and Meds” occupations.
 - Connect employers in education and health care to national skilled workforce pools through branding, recruitment, relocation incentives and other tools.
 - Explore public-private and other partnerships to improve amenities for students and employees, potentially including an expanded supply of student housing or housing appropriate for students on or near Linfield and Chemeketa campuses, and improved transportation to campuses and other institutions.
 - 8.3 Support the expansion of programmatic offerings at local institutions.
 - Work with Linfield College and Chemeketa CC to assess demand for education and training in health care and related services and to expand programming accordingly.
 - Engage Chemeketa CC leadership in a dialogue to explore the creation an on-site culinary and hospitality program.
 - Collaborate with leadership at the school district and at Linfield and Chemeketa to better engage Oregon’s four-year public universities.

- Connect local students with opportunities to work with OSU Extension, in labs or to participate in other UO and OSU programs prior to high school graduation.
- Explore the creation of an aviation education program that leverages McMinnville's existing infrastructure and workforce assets.
- Identify opportunities to bring programming offered at other Chemeketa Community College campuses to McMinnville, particular when serving established local industries.
- Foster R&D opportunities for existing and emerging industries.
- 8.4 Improve and expand connections between key institutions and the City of McMinnville.
 - Create safer and more intuitive physical connections to McMinnville from Linfield and Chemeketa, including better sidewalks, lighting and public transportation, particularly along Davis Street.
 - Proactively engage students in community events to improve dialogue between permanent residents and college attendees.

5. Forecast Employment and Land Needs

Goal 9 requires cities to prepare an estimate of the amount of commercial and industrial land that will be needed over a 20-year planning period. The estimate of employment land need and site characteristics for McMinnville is based on expected employment growth and the types of businesses that are likely to locate in McMinnville over the 5-, 10-, 20-, and 46-year periods. This chapter presents the buildable land inventory, analysis of target industries that build from recent economic trends, an employment forecast and associated land needs, and other land needs that aren't accounted for by the employment forecast.

EOA Update Process

The updated employment forecast and land needs estimates started with discussion of the assumptions used in the 2013 EOA. The project team conducted a detailed review of the 2013 assumptions and presented the assumptions, along with updated and new data to the Project Advisory Committee (PAC) for review and discussion during the September and October PAC meetings. The information generated considerable discussion at the PAC and ultimately resulted in PAC recommendations regarding the assumptions. The employment forecasts and land need estimates presented in this chapter reflect the PAC recommendations.

Buildable Lands Inventory

The buildable lands inventory is intended to identify commercial and industrial lands that are available for development for employment uses within the McMinnville UGB. The inventory is sometimes characterized as *supply* of land to accommodate anticipated employment growth. Population and employment growth drive *demand* for land. The amount of land needed depends on the type of development and other factors.

This chapter presents results of the commercial and industrial buildable lands inventory for the McMinnville UGB. The results are based on analyses of Yamhill County GIS property data and State of Oregon GIS employment data by ECONorthwest and reviewed by City staff. The remainder of this chapter summarizes key findings of the draft buildable lands inventory.

The buildable lands inventory was updated to account for expansion of the McMinnville UGB in 2020 and development that occurred through December 31, 2021.

The general steps in the buildable lands inventory are:

1. Generate UGB "land base"
2. Classify lands by development status
3. Identify constraints
4. Verify inventory results

5. Tabulate and map results

A key step in the buildable lands analysis is to classify each tax lot into a set of mutually exclusive categories based on development status. For the purpose of this study, all commercial and industrial tax lots in the UGB are classified into one of the following categories and based on a tax lot's status as of December 2021:

- *Vacant land.* Vacant land is defined as tax lots either (a) Equal to or larger than one half-acre not currently containing permanent buildings or improvements; or (b) Equal to or larger than five acres where less than one half-acre is occupied by permanent buildings or improvements. This is consistent with OAR 660-009-005(14).
- *Vacant small lot.* The OAR 660-009-005(14) definition of vacant land does not include lots smaller than one half-acre. McMinnville has a meaningful number of developed sites with existing employment uses that are less than one half-acre. Remaining vacant lots (i.e., with no improvements) less than one half-acre are defined as vacant small lots.⁹⁶
- *Partially vacant land.* Partially vacant land is defined as tax lots between one and five acres occupied by a use that could still be further developed based on the zoning. The final determination of partially vacant land was based on a visual assessment of aerial imagery and City staff verification.
- *Developed land.* OAR 660-009-0005(1) defines developed land as “Non-vacant land that is likely to be redeveloped during the planning period.” Lands not classified as vacant, partially-vacant, or public or exempt are considered developed.
- *Public or exempt land.* Lands in public or semi-public ownership are considered unavailable for commercial or industrial development. This includes lands in Federal, State, County, or City ownership as well as lands owned by churches, institutions, and other semi-public organizations, and properties with conservation easements. Public lands were identified using the Yamhill County Assessment property tax exemption codes and City staff verification.

The next section provides a summary of the results of the commercial and industrial buildable lands inventory for the McMinnville UGB in both tabular and map formats. Appendix A. Buildable Lands Inventory presents the detailed methodology for developing the inventory.

⁹⁶ This development status classifications was added to the buildable lands inventory based on PAC recommendation at the February 27, 2020 meeting.

Buildable Lands Inventory Results

Exhibit 41 summarizes all land included in the employment land base (e.g., lands with plan designations that allow employment) in the McMinnville UGB. ECONorthwest used this land base in the buildable lands inventory for McMinnville. The land base includes traditional employment designations within the McMinnville UGB, which includes about 1,494 acres in 983 tax lots in total.⁹⁷

Exhibit 41. Tax lots and total acres in employment land, McMinnville UGB, 2023

Source: ECONorthwest analysis of data from Yamhill County and City of McMinnville.

Zone/Plan Designation	Number of taxlots	Percent	Total taxlot acreage	Percent (total acreage)
Commercial	718	73%	607	41%
Commercial C-1	1	0%	1	0%
Commercial C-2	1	0%	4	0%
Commercial C-3	652	66%	502	34%
Office/Residential O-R	59	6%	19	1%
Commercial Plan Des.	5	1%	80	5%
Industrial	265	27%	888	59%
Industrial M-1	42	4%	81	5%
Industrial M-2	203	21%	596	40%
Industrial M-L	2	0%	115	8%
Industrial Plan Des.	18	2%	96	6%
	983	100%	1,494	100%

⁹⁷ Note: the 2013 EOA reported a total acreage that included land with a public or semi-public (i.e., institutional) use. Since the 2020 update accounted for public and institutional land need separately, the resulting total acreage of employment land is lower.

Development Status

Exhibit 42 shows commercial and industrial land in McMinnville by development status. Of the 1,494 total acres, about 878 acres (59%) are in classifications with no development capacity (or, “committed acres”). Of the remaining 616 acres, 147 acres (10%) are constrained and 469 acres (31%) are buildable land with development capacity. Appendix A. Buildable Lands Inventory provides more detail about the constraints associated with employment land, as recommended by the PAC.

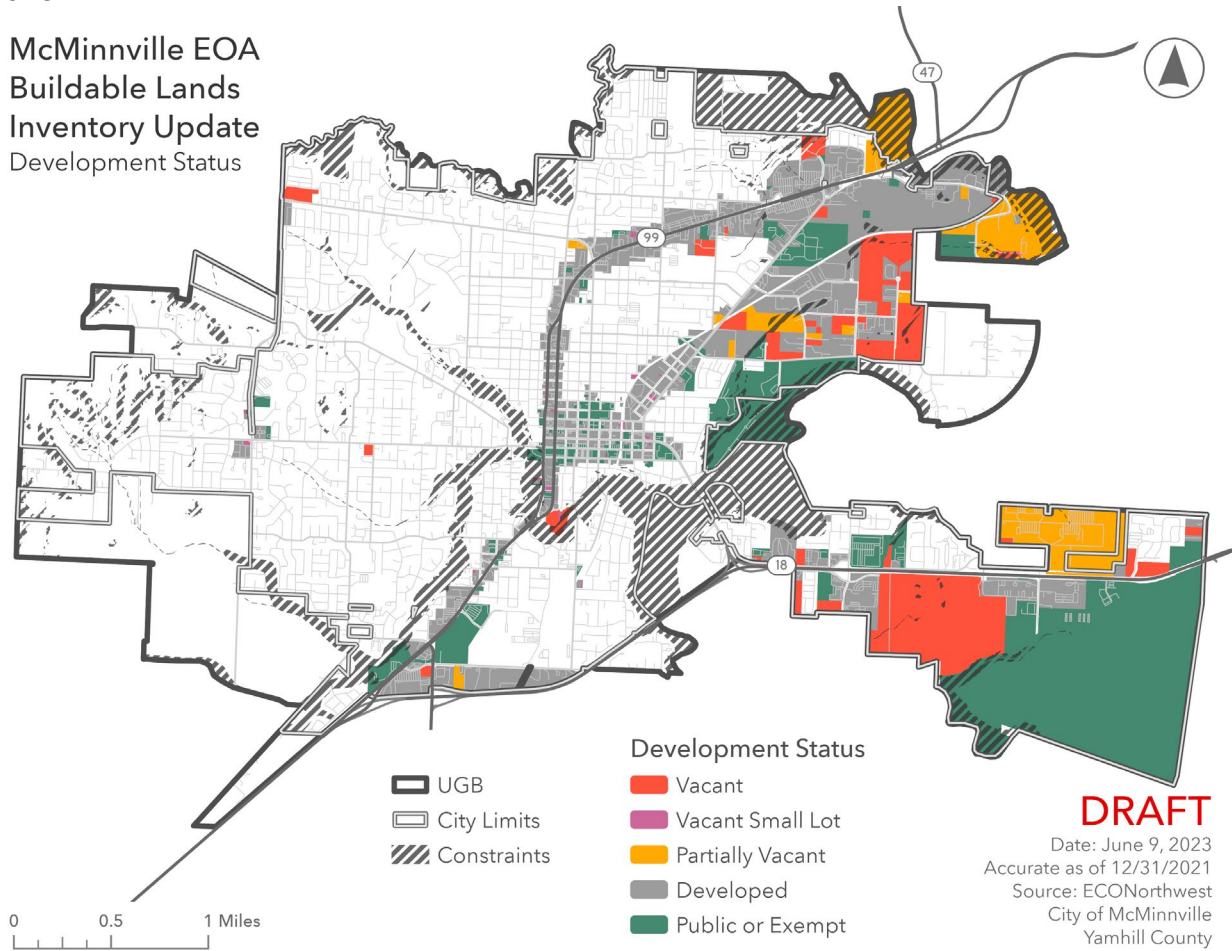
Exhibit 42. Employment acres by classification and plan designation, McMinnville UGB, 2023

Source: ECONorthwest analysis of data from Yamhill County and City of McMinnville.

Zone/Plan Designation	Total Acres	Committed Acres	Constrained Acres	Buildable Acres
Commercial	607	433	59	115
Commercial C-1	1	1	0	-
Commercial C-2	4	-	-	4
Commercial C-3	502	418	6	79
Office/Residential O-R	19	11	5	3
Commercial Plan Des.	80	4	47	28
Industrial	888	445	88	354
Industrial M-1	81	55	11	15
Industrial M-2	596	354	26	215
Industrial M-L	115	24	3	88
Industrial Plan Des.	96	12	48	36
Total	1,494	878	147	469

Exhibit 43. Employment land by classification with development constraints, McMinnville UGB, 2023

McMinnville EOA
Buildable Lands
Inventory Update
Development Status



Vacant Buildable Land

The next step in the commercial and industrial buildable land inventory was to net out portions of vacant tax lots that are unsuitable for development. Areas unsuitable for development fall into three categories: (1) developed areas of partially vacant tax lots, (2) areas with service constraints, (3) areas with physical constraints (areas with wetlands, floodways, floodplain, and steep slopes as summarized in Appendix A).

Exhibit 44. Employment land with unconstrained development capacity (vacant and partially vacant) by plan designation, McMinnville UGB, 2023

Source: ECONorthwest analysis of data from Yamhill County and City of McMinnville.

Zone/Plan Designation	Total Buildable Acres	Buildable Acres on Vacant Lots	Buildable Acres on Partially Vacant Lots
Commercial	115	50	65
Commercial C-1	-	-	-
Commercial C-2	4	4	-
Commercial C-3	79	43	36
Office/Residential O-R	3	3	-
Commercial Plan Des.	28	0	28
Industrial	354	301	53
Industrial M-1	15	13	2
Industrial M-2	215	200	15
Industrial M-L	88	88	-
Industrial Plan Des.	36	1	35
Total	469	352	117

When the City amended its UGB in 2020 with the adoption of Ordinance No. 5089, 39.30 acres of future neighborhood serving commercial land was designated Urban Holding that will be specifically located as the Urban Holding designated land is area planned per the provisions of the *McMinnville Growth Management and Urbanization Plan, Appendix G – Framework Plan*.

Exhibit 45 summarizes the land buildable employment land within current zoning from Exhibit 44 and the additional 39 acres of land in Urban Holding for neighborhood serving commercial. It shows that McMinnville has 154 acres of land for commercial uses and 354 acres of land for industrial uses.

In McMinnville, it is common that development applications include approvals for “Planned Developments” which may modify the underlying zoning regulations, and may include an associated master plan for a property. Permitted uses in zoning districts may be amended to include other uses on a portion of the property, or certain uses otherwise permitted in the underlying zoning may be precluded by the Planned Development overlay regulations. For example, while the Evergreen property is zoned C-3 General Commercial, it is subject to a Planned Development overlay that restricts uses to certain tourism-related uses.

Exhibit 45. Summary of employment land with unconstrained development capacity (vacant and partially vacant) by plan designation, McMinnville UGB, 2023

Source: ECONorthwest analysis of data from Yamhill County and City of McMinnville.

Plan Designation	Buildable Acres
Commercial	154
Commercial zones	115
Urban Holding Plan Des.	39
Industrial	354
Total	508

The newly added 39 acres of land for neighborhood commercial services in the Urban Holding Plan Designation is not shown in Exhibit 46 or Exhibit 47 because it has not yet been zoned for commercial uses and is still designated as part of the Urban Holding Plan Designation (which is mapped in the buildable lands inventory of the *McMinnville Housing Needs Analysis* report). The City will zone specific land within the Urban Holding Plan Designation for neighborhood serving commercial land as part of future planning processes.

Exhibit 46 shows the size of lots by plan designations for buildable employment land. McMinnville has 23 lots less than 0.5 acre (5.9 acres of land); 20 lots between 0.5 and 1 acres (15.4 acres of land); 33 lots between 1 and 5 acres in size (79.9 acres of land); 11 lots between 5 and 10 acres in size (72.8 acres of land); 5 lots between 10 and 20 acres in size (69.6 acres); and 4 lots over 20 acres in size (225.4 acres of land).

Exhibit 46. Lot size by plan designation, buildable acres, McMinnville UGB, 2023

Note: This exhibit does not include the 39 acres of land in Urban Holding for future neighborhood serving commercial uses.

Buildable Acres in Tax Lots										Total
< 0.50 Acre	0.50 - 0.99 Acres	1.00 - 1.99 Acres	2.00 - 4.99 Acres	5.00 - 9.99 Acres	10.00 - 19.99 Acres	20.00 - 25.00 Acres	25.01 - 49.99 Acres	50.00+ Acres		
Buildable Acres on Partially Vacant Tax Lots										
<i>Commercial</i>	0.4	0.7	-	4.4	22.4	13.5	23.2	-	-	65
Commercial C-3	0.4	0.7	-	4.4	17.4	13.5	-	-	-	36
Commercial Plan Des.	-	-	-	-	5.0	-	23.2	-	-	28
<i>Industrial</i>	1.1	5.6	3.5	25.5	-	16.8	-	-	-	53
Industrial M-1	-	-	2.4	-	-	-	-	-	-	2
Industrial M-2	0.8	2.9	-	11.4	-	-	-	-	-	15
Industrial Plan Des.	0.4	2.7	1.2	14.1	-	16.8	-	-	-	35
Buildable Acres on Vacant Tax Lots										
<i>Commercial</i>	3.3	2.9	3.5	21.2	19.5	-	-	-	-	50
Commercial C-2	-	-	-	4.2	-	-	-	-	-	4
Commercial C-3	2.7	2.9	3.5	14.2	19.5	-	-	-	-	43
Office/Residential O-R	0.5	-	-	2.7	-	-	-	-	-	3
Commercial Plan Des.	0.0	-	-	-	-	-	-	-	-	0
<i>Industrial</i>	1.1	6.2	12.3	9.4	31.0	39.4	24.3	-	177.8	301
Industrial M-1	0.8	1.0	-	-	10.9	-	-	-	-	13
Industrial M-2	0.3	4.5	12.3	9.4	20.0	39.4	24.3	-	89.6	200
Industrial M-L	-	-	-	-	-	-	-	-	88.2	88
Industrial Plan Des.	-	0.8	-	-	-	-	-	-	-	1
Acreage Subtotal	5.9	15.4	19.4	60.5	72.8	69.6	47.5	-	177.8	469
Number of Partially Vacant Tax Lots with Buildable Acreage										
<i>Commercial</i>	1	1	-	1	3	1	1	-	-	8
Commercial C-3	1	1	-	1	2	1	-	-	-	6
Commercial Plan Des.	-	-	-	-	1	-	1	-	-	2
<i>Industrial</i>	3	8	3	7	-	1	-	-	-	22
Industrial M-1	-	-	2	-	-	-	-	-	-	2
Industrial M-2	2	4	-	3	-	-	-	-	-	9
Industrial Plan Des.	1	4	1	4	-	1	-	-	-	
Number of Vacant Tax Lots with Buildable Acreage										
<i>Commercial</i>	15	4	2	7	3	-	-	-	-	31
Commercial C-2	-	-	-	1	-	-	-	-	-	1
Commercial C-3	12	4	2	5	3	-	-	-	-	26
Office/Residential O-R	2	-	-	1	-	-	-	-	-	
Commercial Plan Des.	1	-	-	-	-	-	-	-	-	
<i>Industrial</i>	4	7	9	4	5	3	1	-	2	35
Industrial M-1	2	1	-	-	2	-	-	-	-	5
Industrial M-2	2	5	9	4	3	3	1	-	1	28
Industrial M-L	-	-	-	-	-	-	-	-	1	1
Industrial Plan Des.	-	1	-	-	-	-	-	-	-	
Lot Subtotal	23	20	14	19	11	5	2	-	2	96

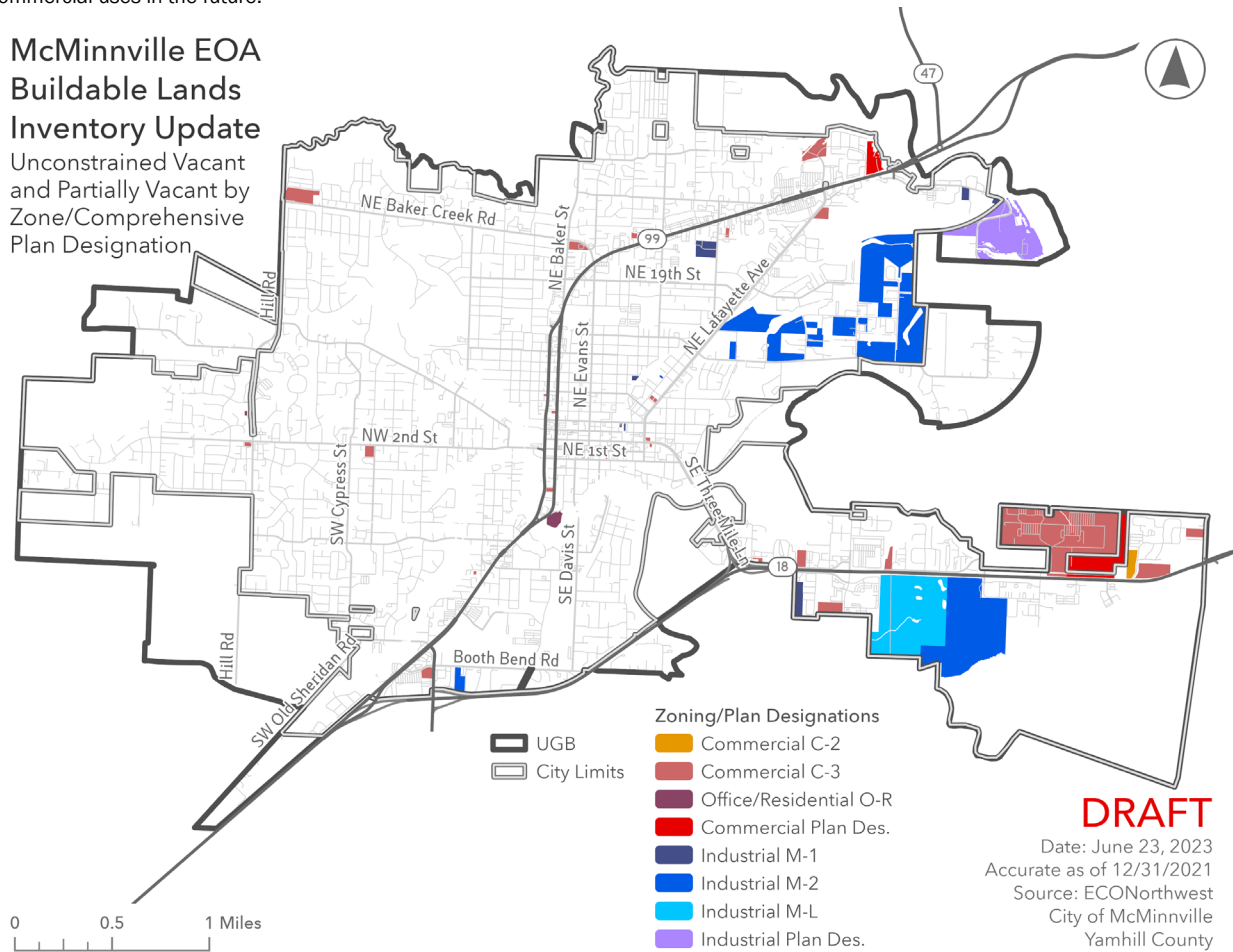
Source: ECONorthwest analysis of data from Yamhill County and City of McMinnville.

Exhibit 47. Buildable employment land by zone with development constraints, McMinnville UGB, 2023

Note: This exhibit does not show the 39 acres of land in Urban Holding for future neighborhood serving commercial uses. The McMinnville Housing Needs Analysis buildable lands inventory shows all land in Urban Holding, including the land that will be zoned for neighborhood commercial uses in the future.

McMinnville EOA Buildable Lands Inventory Update

Unconstrained Vacant
and Partially Vacant by
Zone/Comprehensive
Plan Designation



DRAFT

Date: June 23, 2023
Accurate as of 12/31/2021
Source: ECONorthwest
City of McMinnville
Yamhill County

Forecast of Employment Growth and Commercial and Industrial Land Demand

Demand for industrial and commercial land will be driven by the expansion and relocation of existing businesses and by the growth of new businesses in McMinnville. The employment projections in this section build off of McMinnville's existing employment base, assuming overall future growth is similar to Yamhill County's long-term historical employment growth rates.

The employment forecasts do not take into account a major change in employment that could result from the location (or relocation) of one or more large employers in the community during the planning period that would account for a substantial portion of the overall forecast. Such a major change in the community's employment would exceed the growth anticipated by the city's employment forecast and its implied land needs (for employment, but also for housing, parks, and other uses). Major economic events, such as the successful recruitment of a very large employer, are difficult to include in a study of this nature. The implications, however, are relatively predictable: more demand for land (of all types) and public services.

The 2013 EOA defined the process of projecting demand for industrial and commercial land as a series of 10 steps. The table below outlines these steps and identifies the recommendations, if applicable, decided by the PAC during meetings held between July and November of 2019. Generally, the PAC started with a discussion of the assumptions used in the 2013 EOA, and reviewed alternatives for the 2020 update.

Exhibit 48. Steps to project demand for commercial and industrial land in McMinnville

Step	Purpose	Options	Recommended Option
Step 1. Set Forecast Time Period	Establish the 20-year planning period; select a base year	2021-2041 with adjustments to account for 2019-21	The state requires a 20-year planning period; 2021-41 is used for consistency with the Housing Needs Analysis
Step 2. Population Forecast	The population forecast does not serve a direct purpose other than being the basis for one of the safe harbor employment forecast methods.	Use the required PSU forecast.	State policy allows no flexibility in this process.
Step 3. Evaluate UGB Employment Trend	Inform allocations of employment to land use types.	This is an analytical step and does not require assumptions.	
Step 4. Evaluate and Select Job Forecast	Develop a 20- and 46-year employment forecast.	Option 1 (low-growth, 1.13%): OED safe harbor method Option 2 (medium-growth, 1.36%): PSU safe harbor population forecast Option 3 (high-growth, 1.70%): Non-safe harbor method used as the baseline in the 2013 EOA.	Option 2
Step 5. Allocate Job Growth by Land Use Type Scenarios	Allocate jobs to land using land use types.	Option 1: 2013 EOA Method Option 2: Four land use types (service commercial, retail, industrial, govt) Option 3: Five land use types (the four above plus a tourism category).	Option 3
Step 6. Allocate Job Growth by Land Development Status	This step makes deductions for employment that will not require vacant land.	Option 1: 17% (per 2013 EOA) Option 2: Alternative assumption justified by PAC.	5% for all land use types
Step 7. Apply Job Density Factors	Analyze existing job densities to inform density factors (expressed in employees per acre - EPA)	Option 1: use factors from the 2013 EOA Option 2: use modified factors based on analysis	11 employees per acre for industrial land use type 23 employees per acre for commercial land use types
Step 8. Estimate 20-Year Employment Land Demand	Apply all of the assumptions to the land demand model to estimate 20- and 46- year land demand.	No options - this is an analytical step	n/a
Step 9. Estimate Additional Land Need Not Determined in Forecast	This step accounts for other types of employment land need including other needed sites and retail leakage.	Option 1: Do not assume additional need Option 2: Provide findings and analysis that supports additional land needs.	Option 2.
Step 10. Compare Land Demand to Supply	Compare land need to the supply as documented in the buildable land inventory. Conduct one further step of assessing land suitability.	No options - this is an analytical step	n/a
Step 11. Evaluate Policy Options and Objectives	This update will not include a top to bottom review of policy options and objectives - those were assessed in the 2013 EOA and in the 2019 EDSP. Some modifications may be required to reflect changing conditions.		

Employment Base for Projection

This section addresses Step 1: Set Forecast Time Period, Step 2: Population Forecast, and Step 3: Evaluate UGB Employment Trend.

The purpose of the employment projection is to model future employment land need for general employment growth. The forecast of employment growth in McMinnville starts with a base of employment growth on which to build the forecast. Exhibit 49 shows ECONorthwest's estimate of total employment in McMinnville in 2017.

To develop the figures, ECONorthwest started with estimated covered employment in the McMinnville UGB from confidential Quarterly Census of Employment and Wages (QCEW) data provided by the Oregon Employment Department. Based on this information, McMinnville had about 14,964 covered employees in 2017.

Covered employment, however, does not include all workers in an economy. Most notably, covered employment does not include sole proprietors. Analysis of data shows that *covered* employment reported by the Oregon Employment Department for Yamhill County is only about 76% of *total* employment reported by the U.S. Department of Commerce.⁹⁸ We evaluated this ratio for each industrial sector for Yamhill County and used the resulting ratios to determine the number of non-covered employees. This allowed us to determine the total employment in McMinnville. Exhibit 49 shows McMinnville had an estimated 20,990 *total* employees within its UGB in 2017.

The PAC approved the use of the covered to total employment ratios shown in Exhibit 49.

⁹⁸ **Covered** employment includes employees covered by unemployment insurance. Examples of workers not included in covered employment are sole proprietors, some types of contractors (often referred to as "1099 employees"), or some railroad workers. Covered employment data is from the Oregon Employment Department.

Total employment includes all workers based on data from the U.S. Department of Commerce. Total employment includes all covered employees, plus sole proprietors and other non-covered workers.

Exhibit 49. Estimated total employment by sector, McMinnville UGB, 2017

Sector	Generalized Land Use Type	Covered Employment	Estimated Total Employment	Covered % of Total
Agriculture, Forestry, and Mining	Industrial	356	356	100%
Construction	Industrial	585	852	69%
Manufacturing	Industrial	2,277	2,549	89%
Wholesale Trade	Industrial	127	180	71%
Retail Trade	Retail Commercial	2,170	2,842	76%
Transportation and Warehousing and Utilities	Industrial	140	250	56%
Information	Office & Commercial Services	127	211	60%
Finance and Insurance	Office & Commercial Services	459	912	50%
Real Estate and Rental and Leasing	Office & Commercial Services	113	867	13%
Professional and Technical Services	Office & Commercial Services	367	998	37%
Management of Companies	Office & Commercial Services	117	161	73%
Admin. and Support/Waste Mgmt/Remediation Serv.	Office & Commercial Services	584	1,044	56%
Health Care and Social Assistance; Private Education Serv.	Office & Commercial Services	3,159	4,457	71%
Arts, Entertainment, and Recreation	Tourism Services	168	458	37%
Accommodation and Food Services	Tourism Services	1,503	1,666	90%
Other Services	Office & Commercial Services	630	1,105	57%
Government	Government	2,082	2,082	100%
Total Non-Farm Employment		14,964	20,990	76%

Source: 2017 covered employment from confidential Quarterly Census of Employment and Wage (QCEW) data provided by the Oregon Employment Department.

Forecast growth rates

This section addresses Step 4: Evaluate and Select Job Forecast.

The employment forecast covers the 2021 to 2067 period, with increments of 5, 10, 20, and 46-years. This forecast requires an estimate of total employment for McMinnville in 2021. While there is no required method for employment forecasting, OAR 660-024-0040(9) sets out some optional “safe harbors”⁹⁹ that allow a city to determine employment land need. The PAC evaluated three options for the forecast, including use of two safe harbors from OAR 660-024.

- **Low-growth scenario (1.13%).** The low-growth option uses the safe harbor that allows a city to base their employment forecast on regional employment projections from the Oregon Employment Department (OED).¹⁰⁰ The regional employment projection for the

⁹⁹ A safe harbor is an assumption that a city can use in a housing needs analysis that the State has said will satisfy the requirements of Goal 14. OAR 660-024 defines a safe harbor as, “... an optional course of action that a local government may use to satisfy a requirement of Goal 14. Use of a safe harbor prescribed in this division will satisfy the requirement for which it is prescribed. A safe harbor is not the only way or necessarily the preferred way to comply with a requirement and it is not intended to interpret the requirement for any purpose other than applying a safe harbor within this division.”

¹⁰⁰ OAR 660-024-0040(9) states: “The following safe harbors may be applied by a local government to determine its employment needs for purposes of a UGB amendment under this rule, Goal 9, OAR chapter 660, division 9, Goal 14 and, if applicable, ORS 197.296.

(a) A local government may estimate that the current number of jobs in the urban area will grow during the 20-year planning period at a rate equal to either:

(A) The county or regional job growth rate provided in the most recent forecast published by the Oregon Employment Department; or

Mid-Valley Area (Linn, Marion, Polk, and Yamhill Counties) for the 2017 to 2027 period shows that employment will grow at an average annual growth rate of 1.13%.

- **Medium-growth scenario (1.36%).** The medium-growth option is another safe harbor, based on the rate of growth from the current population projections from Portland State University.¹⁰⁰ The coordinated population forecast for the McMinnville UGB between 2021 and 2041 shows that population will grow at an average annual growth rate of 1.36%, and long-term average annual growth rate between 2021 and 2067 of 1.19%.
- **High-growth scenario (1.70%).** The high-growth option aligns with the moderate (referred to as “baseline”) forecast rate used in the 2013 EOA. The 2013 EOA evaluated low, moderate, and high growth alternative scenarios. At the time the 2013 EOA was completed, the OED forecast for the Mid-Valley region was the “low-growth” scenario at 1.5%, and the “high-growth” scenario of 1.9% was based on the OED forecast for the Portland metro area. This option does not conform to the safe harbors in OAR 660-024-0040(9) and would require substantial evidence as a factual basis for choosing a non-safe harbor growth rate. Examples of substantial evidence to justify a non-safe harbor growth rate include adopted and relevant economic development policies or site needs considerations.

Exhibit 50 shows employment growth in McMinnville between 2021 and 2041, as well as 2021 and 2067, based on the average annual growth rate of each forecast scenario. The estimated number of employees for the beginning of the planning period is extrapolated from the estimate of total employment in 2017 from Exhibit 49 (20,990 employees), using the appropriate forecast rate for each scenario.

For the 2021 to 2041 period, the low-growth scenario would result in an increase of 5,544 employees; an increase of 6,885 employees in the medium-growth scenario; and an increase of 9,003 employees in the high-growth scenario.

(B) The population growth rate for the urban area in the appropriate 20-year coordinated population forecast determined under rules in OAR chapter 660, division 32.

Exhibit 50. Employment growth scenarios, total employment, McMinnville UGB, 2021–2067

Year	Low-growth (based on OED forecast)	Medium-growth (based on PSU population forecast)	High-growth (based on 2013 EOA moderate forecast)
2021	21,957	22,157	22,454
2026	23,228	23,708	24,429
2031	24,573	25,367	26,577
2041	27,501	29,042	31,457
2067	36,853	38,158	48,759
Change 2021 to 2041			
Employees	5,544	6,885	9,003
Percent	25%	31%	40%
AAGR	1.13%	1.36%	1.70%
Change 2021 to 2067			
Employees	14,896	16,001	26,305
Percent	68%	72%	117%
AAGR	1.13%	1.19%	1.70%

Source: ECONorthwest

The PAC recommended using the medium-growth option (1.36% AAGR) for the employment forecast for the 2021-2041 planning period. The results of the employment forecast presented in the EOA reflect this growth rate.

Allocation to land use types

This section addresses Step 5: Allocate Job Growth by Land Use Type Scenario

The next step in forecasting employment is to allocate future employment to broad categories of land use. Firms wanting to expand or locate in McMinnville will look for a variety of site characteristics, depending on the industry and specific circumstances. For example, small retail stores may look for an existing space in a shopping center in an area with high visibility for attracting customers, while a new food product manufacturer may need a mid-sized site of 5 to 10 acres in an area with direct access to a state highway.

At direction from the PAC, ECONorthwest grouped employment into five broad proposed categories of land use based on North American Industrial Classification System (NAICS): industrial, retail commercial, office and commercial services, tourism services, and government.¹⁰¹ This approach differs from the 2013 EOA, which defined three land use types—commercial, industrial, and institutional. The primary difference in the proposed updated categories is a separation of different types of commercial land into retail, office, and tourism commercial. Some of these land use types might have different site needs considerations, and these land use types better align with the City’s economic development goals, such as a focus on tourism-related employment. This was based on identifying commercial sub-types associated with the target industries in the Economic Development Strategy, to assess whether land needs

¹⁰¹ The generalized land use type categories are defined by the NAICS sectors listed in Exhibit 49.

might differ for these commercial sub-types. ECONW informed the PAC that the sub-types could ultimately be recombined at the end of the analysis if the differentiation didn't prove useful. Ultimately, the three commercial subtypes were recombined into a single commercial category, as the employment sectors didn't necessarily correlate to distinct land uses that would be differentiated through zoning. For example, the NAICS codes included in the tourism category included food and beverage, which are typically permitted in the same zones as retail commercial. Ultimately, the land uses almost exclusively related to destination tourism uses that weren't consistent with the employment density factors were instead addressed as other needed sites and that is addressed in more detail in the respective section in this chapter.

Exhibit 51 shows the expected share of employment by land-use type in 2021 and the forecast of employment growth by land-use type in 2041 in the McMinnville UGB, and Exhibit 52 shows employment growth for all growth increments. The PAC recommended the future share of land use types will align with both projections from the Oregon Employment Department (OED) for the Mid-Valley Area, as well as economic development goals and policies as stated in the *MAC-Town 2032 Economic Development Strategic Plan* and *Three Mile Lane Area Plan*.

OED projects that in the 2017 to 2027 period, the share of future employment in industrial sectors will increase; the share of retail commercial as well as government employment will decrease; and the share of office and commercial services and tourism services will increase.¹⁰² These trends closely align with McMinnville's future economic development goals, though the *MAC-Town 2032 Economic Development Strategic Plan* estimates growth in office employment, as well as an emphasis on tourism-related services, advanced manufacturing (i.e., industrial), and food and beverage manufacturing target industries.

The values highlighted in green in Exhibit 51 show the future share of total new employment for each land use type in 2041, based on the information summarized above. **The green highlighted percentages in the 2041 “% of Total” column are assumptions recommended by the PAC.**

Exhibit 51. Forecast of employment growth by land use type, McMinnville UGB, 2021–2041

Land Use Type	2021		2041		Change 2021 to 2041
	Employment	% of Total	Employment	% of Total	
Industrial	4,431	20%	6,099	21%	1,667
Retail Commercial	3,102	14%	3,485	12%	383
Office & Commercial Services	10,192	46%	13,650	47%	3,458
Tourism Services	2,216	10%	3,485	12%	1,269
Government	2,216	10%	2,323	8%	108
Total	22,157	100%	29,042	100%	6,885

Source: ECONorthwest

¹⁰² Oregon Employment Department Industry Employment Forecast 2017-2027, Mid-Valley Area (Linn, Marion, Polk, and Yamhill Counties). Published June 26, 2018.

Exhibit 52. Forecast of employment growth by land use type, McMinnville UGB, 2021–2026, 2021–2031, 2021–2041, and 2021–2067

Land Use Type	New Employment Growth			
	5-year (2021-2026)	10-year (2021-2031)	20-year (2021-2041)	46-year (2021-2067)
Industrial	417	834	1,667	3,582
Retail Commercial	96	192	383	1,477
Office & Commercial Services	864	1,729	3,458	7,742
Tourism Services	317	635	1,269	2,363
Government	27	54	108	837
Total	1,721	3,443	6,885	16,001

Source: ECONorthwest

Estimate of Demand for Commercial and Industrial Land

The next step in the employment forecast is to estimate the demand of commercial and industrial land.

The estimate of demand for commercial and industrial land included three components: (1) employment forecast and employment density assumptions, with deduction for employment that won't require vacant employment land, (2) recapture of existing retail leakage, and (3) other needed sites which are not accounted for in the average employment density factors; these are target industries and uses in the *MAC-Town 2032 Economic Development Strategic Plan*. In addition, employment for public/institutional uses was backed out of the employment forecast and land needs were calculated separately.

The employment forecast includes all new employment in the McMinnville UGB. Some of this employment, however, will not be located on vacant commercial or industrial land. Other lands that will accommodate new employment growth include residential land and redevelopment sites. Another factor in estimating the demand for commercial and industrial land is consideration for employment density, or employees per acre. Appendix B provides additional background information developed for the PAC to make recommendations for new employment on vacant commercial and industrial land, as well as employment density. Government employment was also backed out of the forecast because government land need was addressed as part of the public/institutional land need process.

The next section describes the approach for (1) estimating employment on vacant commercial and industrial land with considerations for employment on redevelopment sites, and (2) estimating employees per acre by land use type.¹⁰³

¹⁰³ Note: the government land use type is excluded from the remaining employment forecast calculations, as we account for government employment in calculations for other land needs. Deductions for private education were also made in the office and commercial services category, based on employment reported (IPEDS data) for Linfield College of 360 employees. Adjustments for future employment at Linfield assumed the share of Linfield employment would remain the same.

Employment that does not require vacant commercial and industrial land

This section addresses Step 6: Allocate Job Growth by Land Development Status

Some employment growth in McMinnville will not require vacant (or partially vacant) employment land over the planning period. This includes redevelopment of areas with existing employment, where redevelopment increases the intensity of employment uses (i.e., more employees are accommodated on the same amount of land). The 2013 EOA assumed that 17% of employment for each land use type would not require vacant commercial or industrial land.¹⁰⁴ **Based on the information presented in Appendix B, the PAC determined that a reasonable assumption would be 5% refill/redevelopment for both commercial and industrial employment.**

Exhibit 53 shows the estimate of employment on vacant commercial and industrial land by land use type for each scenario, using the 5% assumption for employment that will occur through redevelopment, refill, or on non-employment sites. The table (reading left to right) starts with the number of new employment growth calculated over the planning period; then calculates the amount of employment that does not require vacant employment land based on 5% of the new employment growth; and results in the amount of new employment growth on vacant industrial and commercial land. From this point in the analysis forward, the commercial land use types (i.e., retail commercial, office and commercial services, and tourism services) were combined as the land needs for these land use types overlap.

Exhibit 53. Estimate of employment on vacant land by land use type, McMinnville UGB, 2021–2041

Land Use Type	New Employment Growth	Emp. on Other Land	New Emp. on Vacant Land
Industrial	1,667	83	1,584
Commercial	4,998	249	4,749
Total	6,665	332	6,333

Source: ECONorthwest Note: As described above, government employment is calculated separately and is not included in Exhibits 45-48.

Exhibit 54. Estimate of employment on vacant land by land use type, McMinnville UGB, 2021–2026, 2021–2031, 2021–2041, and 2021–2067

Land Use Type	Employment on Vacant Land			
	5-year (2021-2026)	10-year (2021-2031)	20-year (2021-2041)	46-year (2021-2067)
Industrial	396	792	1,584	3,403
Commercial	1,187	2,373	4,749	10,756
Total	1,582	3,165	6,333	14,159

Source: ECONorthwest

¹⁰⁴ The 2013 EOA used a 17% assumption, based on a PAC recommendation. The 2001/03 EOA assumed 14-17%, depending on the land use type. This EOA updated used 5% based on empirical analysis that showed refill and redevelopment rates didn't achieve employment densities that would be associated with 17% refill/redevelopment on employment land.

Employment density

This section addresses Step 7: Apply Job Density Factors and Step 8: Estimate 20-Year Employment Land Demand.

This section shows the resulting demand for vacant (including partially vacant) land in McMinnville over the 20-year period, accounting for potential variations in employment density. The assumptions about employment density are based on the 2013 EOA, as stated in text excerpt below. Based on information provided in Appendix B, the PAC recommended using an employment density of 11 employees per acre for industrial employment and 23 employees per acre for commercial employment (i.e., retail commercial, office and commercial services, and tourism services). Further explanation of employment density and the conversion of net to gross acres is provided below.

- **Employment density.** Employees per acre is a measure of employment density based on the ratio of the number of employees per acre of employment land that is developed for employment uses. Employment densities factor in all employment on a site, whether full or part time or different shifts in a workday. Thus, employment at a given site may overrepresent the number of employees at a site at a specific time. For example, retail service locations often have many part-time employees who work different shifts. Despite the potential for overestimating the number of employees on site at a given time, the data do provide a reasonable estimate of total employment on a site and therefore total employees per acre, and this is reflected in the analysis of historic employment density, too.
- **Conversion from net-to-gross acres.** The data about employment density is in *net* acres, which does not include land for public right-of-way.¹⁰⁵ Future land need for employment should include land in tax lots needed for employment plus land needed for public right-of-way. One way to estimate the amount of land needed for employment, including public right-of-way, is to convert from *net* to *gross* acres based on assumptions about the amount of land needed for public right-of-way.¹⁰⁶ A net-to-gross conversion is expressed as a percentage of gross acres that are in public right-of-way.

Based on empirical evaluation of McMinnville’s existing net-to-gross ratios, ECONorthwest uses a net-to-gross conversion factor of 6% for industrial and 18% for commercial, retail, and tourism.

Using these assumptions, the forecasted growth of 6,333 new employees between 2021 and 2041 will result in the following demand for vacant (and partially vacant) employment land: 153

¹⁰⁵ The 2013 EOA does not describe a method for converting net to gross acres.

¹⁰⁶ OAR 660-024-0010(6) uses the following definition of net buildable acre. “Net Buildable Acre” consists of 43,560 square feet of residentially designated buildable land after excluding future rights-of-way for streets and roads. While the administrative rule does not include a definition of a gross buildable acre, using the definition above, a gross buildable acre will include areas used for rights-of-way for streets and roads. Areas used for rights-of-way are considered unbuildable.

gross acres of industrial land and 252 gross acres of commercial land (Exhibit 55). Exhibit 56 shows the demand for vacant land to accommodate employment growth in the 5-, 10-, 20-, and 46-year planning periods.

Exhibit 55. Demand for vacant land to accommodate employment growth, McMinnville UGB, 2021–2041

Land Use Type	New Emp. on Vacant Land	Employees per	Land Demand (Net Acres)	Land Demand (Gross Acres)
		Acre (Net Acres)		
Industrial	1,584	11	144	153
Commercial	4,749	23	206	252
Total	6,333		351	405

Source: ECONorthwest

Exhibit 56. Demand for vacant land to accommodate forecasted employment growth, McMinnville UGB, 2021–2026, 2021–2031, 2021–2041, and 2021–2067

Land Use Type	Land Demand (Gross Acres)			
	5-year (2021-2026)	10-year (2021-2031)	20-year (2021-2041)	46-year (2021-2067)
Industrial	38	77	153	329
Commercial	63	126	252	570
Total	101	202	405	899

Source: ECONorthwest

Estimated Land Need 2019-2021

The projected growth for 2019 to 2021 has been removed from this analysis, as the buildable lands inventory was updated to December 2021. This update accounted for actual growth that occurred through 2021.

Retail Leakage

In 2018, the city of McMinnville initiated development of a plan for the Three Mile Lane Area Plan (3MLAP). The project updates the 1981 Three Mile Lane Overlay District (amended in 1994) and the 1996 Highway 18 Corridor Refinement Plan. The 3MLAP will integrate a wide range of land uses and a multi-modal transportation system that serves both local and state transportation needs and provides active connectivity within the plan area as well as to the City’s downtown core. Leland Consulting Group performed the market analysis for the project.

The project analyzed a market area that represents the area from which the most demand for residential, commercial, and industrial uses will originate, and where most of the competitive development is located. The market area (shown in Exhibit 7 and Exhibit 39) is roughly bounded by the Willamette River to the east, Tillamook State Forest to the west, and Polk County to the south—although the market does extend into Polk County, there are few residents or jobs located in this area—and the City of Yamhill to the north. The study includes a

retail leakage analysis, with the express intent that the city would capture some of the retail spending that is occurring in the larger Salem, Portland, and I-5 corridor markets.¹⁰⁷

Leland characterizes retail leakage as follows:

“Retail sectors in which household spending is not fully captured are called “leakage” categories, while retail categories in which sales are higher than estimated household demand generated by existing residents are called “surplus” categories. A retail sales surplus indicates that a community pulls consumers and retail dollars in from outside the trade area, thereby serving as a regional market. Conversely, when local demand for a specific product is not being met within a trade area, consumers are going elsewhere to shop, creating retail leakage.”¹⁰⁸

The study reports overall demand for 529,000 square feet of retail space in the study area for a 10-year period (Table ES-3, pg 4). The study also shows a breakdown of the 10-year demand broken out by demand from household growth, leakage recapture, and replacement space (Figure 38, pg 51). Data provided by Leland show that the leakage recapture component of the 10-year demand is 131,808 square feet. This is an element of retail land need that is not reflected in the employment forecast.

Exhibit 57 shows an estimate of land needed to accommodate recapture of retail leakage. The analysis builds from the Leland estimates and assumes 470 square feet per employee. The square feet per employee assumption comes from Metro’s Employment Density Study (pg 17). Dividing recapturable existing leakage by square feet per employee provides an estimate of the amount of employment generated by the space; dividing that by the PAC approved assumption of 23 employees per acre yields the land need assumption. The results show that McMinnville needs an additional 12.2 acres of land to accommodate recapture of retail leakage.

¹⁰⁷ Note: As discussed in Chapter 3, while retail environments are changing at a national level, the extent to which e-commerce will replace all types of retail is unclear and unlikely. The need for certain types of retail will persist both nationwide and in places like McMinnville.

¹⁰⁸ McMinnville Three Mile Lane Area Plan: Market Analysis, Leland Consulting Group, April 2019.

Exhibit 57. Demand for Regional Commercial and Office Space

Sector	Recapture-able Existing Leakage (s.f.)	SF/Emp	Employees (20 years)	Employees Per Acre (EPA)	Acres
Furniture & Home Furnishings	6,257	470	13	23	0.6
Electronics and Appliance	4,450	470	9	23	0.4
Building Material, Garden Equip	-	470	-	23	-
Food & Bev. (grocery)	0	470	-	23	-
Health & Personal Care	-	470	-	23	-
Clothing & Accessories	9,600	470	20	23	0.9
Sporting Gds, Hobby, Books, Music	6,076	470	13	23	0.6
General Merchandise	83,278	470	177	23	7.7
Misc. Store Retailers	-	470	-	23	-
Food & Drinking Places	21,611	470	46	23	2.0
Other (incl. cinema, prof./med office, banks)	538	470	1	23	0.0
Totals	131,808		280		12.2

Source: Demand estimates by Leland Consulting Group; sq ft per employee assumptions from the Metro Employment Density Study; EPA assumptions from EOA PAC

Land Needs Not Addressed in the Average Employment Densities (Other Needed Sites)

This section addresses Step 9: Estimate Additional Land Need Not Determined in Forecast

Statewide planning Goal 9 requires cities to “Provide for at least an adequate supply of sites of suitable sizes, types, locations, and service levels for a variety of industrial and commercial uses consistent with plan policies.”¹⁰⁹ McMinnville has identified several employment land needs that have other needed sites. These related to target industry sectors identified in the *MAC-Town 2032 Economic Development Strategic Plan*. These are addressed in the respective subsections below, describing these land needs and the factual basis for each need.

Other Needed Sites Calculated Separately from Average Employment Densities

The City’s Economic Development Strategic Plan provides the City’s economic development opportunities, vision, and strategy. The City need not be bound by history and past trends, but can rather seek to achieve the community’s economic vision, supported by data, and realistically achievable given competitive advantage, as supported by data and emerging trends.

Statewide Planning Goal 9 states that comprehensive plans for urban areas shall: “Provide for at least an adequate supply of sites of suitable sizes, types, locations, and service levels for a variety of industrial and commercial uses consistent with plan policies.” This indicates that cities have some degree of flexibility in determining land needs as long as (1) they are consistent with plan policies, and (2) are justifiable. The land needs described in this section are all identified in existing city plans, but are not considered in the employment forecast.

¹⁰⁹ <https://www.oregon.gov/lcd/OP/Documents/goal9.pdf>

The needs analysis also needs to account for these other needed sites for uses anticipated as part of the Economic Development Strategy. Below are some examples of other needed sites in McMinnville and other Oregon communities:

- For example, when McMinnville’s UGB was established in the early 1980s, it wasn’t anticipated that there would be a need for a large site for the Evergreen Museum or water park. These facilities occupy approximately 70 acres of their sites. These have substantial economic benefits to the McMinnville economy. In 2018, they had over 88,000 visitors. They also require large sites, differ from traditional employment uses, don’t fit neatly within an employment density assumptions, and they consume a significant amount of the land supply in the UGB.
- Another example of a needed site for tourism is the US Cellular Park in Medford. The park is 132 acres with 15 sports fields. The 2018 Annual Report shows that in 2018 it generated \$11.5 million estimated economic impact, surpassing \$100 million cumulative local economic impact since its inception in 2008, helping to sustain 110 jobs in the local economy based on the direct spending of visiting teams.¹¹⁰
- The City of Redmond is expanding its UGB to add nearly 949 acres for several employment uses. This allows the Deschutes County Fair and Expo Center to build out and become more of a regional player (with an additional 120 acres), while providing a new home for the Oregon National Guard’s Redmond Armory (approximately 40 acres). It also provides nearly 700 acres for large industrial projects.¹¹¹
- The Allison Inn and Spa in Newberg takes advantage of place-based tourism. It is on a 35 acre site in the City of Newberg. It is situated adjacent to rural land with surrounding views of wine country and farmland. It includes accommodations, restaurant and bar, spa and meeting and event center. This could be considered an adaptation of one of the prototypes described in the agri-tourism plan described below, but adapted for an urban location interfacing with a rural setting, rather than located in a rural location.
- Over a decade ago, a County-wide plan was undertaken related to agri-tourism. It identified six prototype projects, each with specific assumptions about characteristics. These were predominantly rural prototypes, but the opportunities for these prototypes haven’t been realized.¹¹²

The Economic Development Strategic Plan identifies 57 items that potentially have site-related needs. Based on further review and discussions, we assume the approximately 47 other items not included in the list of ten site needs below would be addressed through traditional sites needs within the standard site needs and average employment density calculations. Exhibit 58

¹¹⁰ *U.S. Cellular Community Park Annual Report*. Medford Parks, Recreation & Facilities. 2018.

<https://www.sportsmedford.com/Assets/48/2018%20USCCP%20Annual%20Report.pdf>

¹¹¹ “Fairground expansion, armory and more coming to SE Redmond.” Stephen Hamway. *The Bulletin*. Feb 3, 2019.

<https://www.bendbulletin.com/localstate/6884610-151/fairgrounds-expansion-armory-and-more-coming-to-se-redmond>

¹¹² *Yamhill County Agri-Business Economic and Community Development Plan Summary Report*. Barney & Worth, Inc. June 2009. https://www.co.yamhill.or.us/sites/default/files/Summary_Report_-_Yamhill_County_Agri-Business.pdf

summarizes the land needs for these other needed sites. (Appendix C. provides a detailed version of this table.)

The June 2023 update of the EOA removed the following items from Exhibit 58:

- See Ya Later Foundation Champions Center.
- Equestrian center with supporting commercial activity inside UGB, which located elsewhere (not within McMinnville).

These changes reduced the land needs in Exhibit 58 to 49 acres.

Exhibit 58. Land needs identified in the MAC-Town 2032 Economic Development Strategic Plan (EDSP): Other needed sites not reflected in average employment density calculations

Use	Description or Example*	Land Need	Total Employment Adjustment (Source)	EDSP or Other Reference
1. Community Center/Recreation Facility	Update, improve, expand and add recreational facilities that serve the community's needs (Community Center and Aquatic Center).	10 acres	22 employees (Source: Parks Director)	3.2.2
2. Outdoor Stage/ Amphitheater	Britt, Jacksonville Cuthbert, Eugene Bi-Mart, Central Point Les Schwab, Bend	5 acres plus parking	30 employees (Source: Britt Festival - 2,200 seating capacity)	3.2.1.
3. Arts and culture focused event center	Chehalem Cultural Center, Newberg)	3.5 acres	15 employees (Source: Chehalem Cultural Center)	3.3
4. Evergreen Aviation and Space Museum	Support existing facilities; based on facilities in master plan	27 acres	57 employees (Source: Evergreen Master Plan)	3.3
5. Wings and Waves	Opportunities for growth and expansion	Location-specific land need at existing partially vacant site	<i>Included in Evergreen Master Plan, see above</i>	6.3.
6. Conference Center:	40,000 sf conference space, accommodation, and parking:	5 acres	13 employees (Source: Feasibility Analysis)	6.4
7. Food hub and public market	Focused on local craft foods & beverages	3.5 acres	13 employees (Source: USDA Regional Food Hub Resource Guide)	3.2.2.
8. Makerspace/innovation hub/ fabrication center	Supports local innovation & entrepreneurial ecosystem	2 acres	3 employees (Source: Talent Maker City)	6.3.
TOTAL		56 acres	153 employees 153 employees @ 23 emp/acre = 7 acres 56 acres - 7 acres = <u>net increase of 49 acres</u>	

*Additional examples are provided in the following narrative.

1. COMMUNITY CENTER/RECREATION FACILITY

Strategy 3.2.2 of the MAC-Town 2032 EDSP seeks to cultivate partnerships to develop and market McMinnville’s recreation amenities. A specific action in that section is to add recreational facilities that serve the community’s needs including a Community Center and Aquatic Center.

The McMinnville Parks Department is in the process of completing a feasibility analysis for a facility and is currently estimating demand of 10 acres. Further information is expected to be available in February 2020.

This is consistent with other examples reviewed by ECONorthwest. ECONorthwest reviewed characteristics of comparable community centers. These include two facilities run by the Salvation Army (Kroc centers in Salem and Coeur d’Alene), and three city-managed facilities in Eugene, Portland, and Federal Way Washington. Exhibit 59 provides a summary of the facilities.

Exhibit 59. Community Center Characteristics

Facility	Facility Size (sq ft)	Site Size (acres)	Description
Salem Kroc Center	91,500	22.0	LEED certified with a waterpark (including a Jr. Olympic competition pool, water slide, lazy river, hot tub, and splash pad), Fitness Center, Gymnasium, Game Room, Art Studio, Library/Media Center, Amphitheater, Chapel/Performing Arts Center, 4000 ft ² of Event Space
Coeur d’Alene Kroc Center	132,000	12.0	Competition and leisure pools, health and wellness center, gym and climbing wall, game room, and classrooms
East Portland Community Center	45,000	5.7	Full-size gymnasium with retractable bleachers Transverse bouldering wall Fitness center with cardiovascular and circuit strength equipment Exercise studio with sprung wood floor and mirrors Multi-purpose, and poolside rooms Outdoor courtyard Indoor 4-lane Pool Indoor zero-depth entry leisure pool with current channel, waterslide, splashdown
Federal Way Community Center	72,000	10.0	Aquatics center, three gyms, fitness center, climbing pinnacle and Splash Café
Eugene Amazon Community Center	n/a	12.0	Outdoor pool, two community centers with many amenities, parking

Based on information from the Parks Department, and consistent with review of comparable facilities, the land need for this use is assumed to be 10 acres.

2. OUTDOOR STAGE/AMPHITHEATER

Strategy 3.2.1 of the MAC-Town 2032 EDSP seeks to update City Plans to evaluate and prioritize investments in recreation infrastructure. The strategy specifically identifies the desire to “add an outdoor stage or amphitheater to one of McMinnville’s existing parks.” The following list provides capacity and site sizes for amphitheaters in other Oregon cities.

- Les Schwab Amphitheater, Bend ~8,000 capacity ~5 acres plus parking (parking co-located with other uses)
- Bi-Mart Amphitheater, Central Point: ~6,000+ total capacity (~1985 fixed seats plus lawn), (parking co-located with other uses); ~5+ acres, plus parking & other support areas
- Britt Festival, Jacksonville: 2,200 total capacity (1,000 fixed seating plus lawn), parking co-located with other uses); Approximately 4 acres plus parking, (includes main stage, small stage, concession buildings, seating, staging area)
- Cuthbert Amphitheater, Eugene: 5,000 total capacity; parking co-located with Alton Baker Park; Approximately 4.3 acres without patron parking (includes main stage, seating, concession areas, and performer/equipment parking).

Based on review of comparable facilities, the land need for this use is assumed to be 5 acres. Assume shared parking, otherwise additional land will be needed for dedicated parking.

Note: This is calculated separate from the See Ya Later Foundation Champion Center. While that facility proposed an amphitheater. That site plan identified an amphitheater, but the concept is a different facility than what is identified in the Economic Development Strategic Plan. The Champion center would rely on use of two athletic fields for area comparable to above facilities ranging from 2,200-8,000 capacity (plus parking).

3. ARTS AND CULTURE FOCUSED EVENT CENTER

Strategy 3.3 (Leverage arts and culture amenities) of the MAC-Town 2032 EDSP identifies the desire for an arts and culture focused center. Specifically, the plan states “Initiate a conversation between local artists, arts organizations, philanthropies and other parties to identify the potential for an arts and culture-focused event center in McMinnville.” The strategy also includes the need for a community art space “Evaluate the feasibility of a public private partnership to create a community art space or collaborative studio and cooperative gallery.” Following is a summary of similar cultural centers:

- Chehalem Cultural Center, Newberg – is located in a historic building and houses a fine arts gallery and exhibition hall, three multipurpose arts studio classrooms, a state-of-the-art clay studio, a recording studio with four music practice studios, meeting space, and a 5,200 square foot grand ballroom for public and private events.

Based on review of comparable facilities, the land need for this use is assumed to be 3.5 acres.

4. OPPORTUNITIES TO SUPPORT EVERGREEN AVIATION AND SPACE MUSEUM

This opportunity is identified as part of Strategy 3.3 – Leverage arts and culture amenities. Specifically, the project is to establish periodic, formal dialogue with the Evergreen Aviation and Space Museum to anticipate their needs and identify opportunities to provide support.

This expansion is consistent with the adopted Evergreen Master Plan and would build out about 27 additional buildable acres of the property (with constrained areas left intact –wetlands, ravine, etc.) The master plan also includes an adventure course and associated features that extend would outside the UGB. The use of the site is limited by the Planned Development Ordinance to the master plan unless the PD Ordinance is amended.

This opportunity assumes expansion onto ownership of partially vacant land of 27 acres. This deduction is included as part of the other needed sites since a portion of the site (27 acres) was inventoried as vacant in the buildable lands inventory.

5. WINGS AND WAVES OPPORTUNITIES FOR GROWTH AND EXPANSION

This opportunity is related to Strategy 3.3 and is part of McMinnville’s overall tourism strategy. The Waterpark was bought by The Falls Event Center in 2017, and is now run as a separate organization.

This opportunity assumes expansion onto ownership of partially vacant land.

6. CONFERENCE SPACE

This opportunity relates to Strategy 6.4 – Market and promote McMinnville. The plan includes a project to “Work with visit McMinnville and local hoteliers to identify gaps in available conference space and to establish a plan to expand McMinnville’s offerings for small and large conferences.” Towards that end, Visit McMinnville retained Johnson Consulting to complete a market analysis for conference facilities. The January 2018 report, titled *McMinnville Conference Center and Destination Analysis*, identifies need for a 40,000 sq ft conference space not including accommodations and parking. We looked at the following comparable facilities:

- Washington County Event Center: 89,000 sf; ~8 acres with parking
- Seaside: 25,000 sf, 10 meeting rooms; 4 acres with parking
- Pendleton: 28,000 sf, 9 meeting rooms; 12.5 acres with parking
- Blair County Convention Center, PA. 2 levels, ~50,000 sf; 11 acres with parking
- Blue Water Convention Center, MI: ~40,000 sf; 12 acres

Based on review of comparable facilities, the land need for this use is assumed to be 5 acres.

7. CRAFT FOOD AND BEVERAGE FOOD HUB/FARMERS MARKET

McMinnville wants to develop an integrated food hub and year-round farmers market. Farmers markets are physical retail marketplaces intended to sell foods directly by farmers to consumers. Food hubs offer a combination of aggregation, distribution, and marketing services at an affordable price. Food hubs make it possible for many producers to gain entry into new larger-volume markets that boost their income and provide them with opportunities for scaling up production. Combining food hubs and farmers markets creates opportunities to better integrate local food value chains. Examples of farmers markets and food hubs include:

- Olympia Farmers Market, Olympia WA - supports local sustainable agriculture by connecting the public with local farmers, artisans, and other producers in an economically viable marketplace, has over 100 vendors and an estimated 400,000 visitors per year; 4.7 acres
- Bellingham Farmers Market, Bellingham WA – promotes and encourages the development of local, small scale agriculture and ensure a market balance for small, local growers and has over 100 vendors and is co-located at a transit station in downtown Bellingham; 1.5 acres
- Fallon Food Hub Co-op, Fallon NV – has the mission of educate residents about the benefits of eating seasonally and healthfully in order to create a thriving and expanding local food scene resulting in increased opportunities for area producers; 2.2 acres
- Catskills Food Hub, Sullivan County NY – a non-profit organization working to strengthen local agriculture, increase access to fresh food, and improve health outcomes for Sullivan County and the region; 2.7 acres
- Puget Sound Food Hub, Mt. Vernon WA – supports the relationship between regional farmers and their customers, enabling a values-based supply chain for food safety and transparency; 3.2 acres

Based on review of comparable facilities, the land need for this use is assumed to be 3.5 acres.

8. MAKERSPACE/INNOVATION HUB/ FABRICATION CENTER

Most industrial land demand is already reflected in the employment forecast. McMinnville wants to develop additional strategies to bolster the local maker community and the entrepreneurial ecosystems. Makerspace and fabrication laboratories are strategies that communities are pursuing. Makerspaces are community-operated, often nonprofit, workspaces where people with common interests, such as computers, machining, technology, science, digital art, or electronic art, can meet, socialize and collaborate. CraterWorks Makerspace, located in Central Point, also includes a commercial kitchen and market space. It is about 2 acres in size.

Based on review of comparable facilities, the land need for this use is assumed to be 2 acres.

Site Characteristics and Needed Sites

OAR 660-009-0015(2) requires the EOA to “identify the number of sites by type reasonably expected to be needed to accommodate the expected [20-year] employment growth based on the site characteristics typical of expected uses.” The Goal 9 rule does not specify how jurisdictions conduct and organize this analysis.

The rule, OAR 660-009-0015(2), states that “[i]ndustrial or other employment uses with compatible site characteristics may be grouped together into common site categories.” The rule suggests, but does not require, that the City “examine existing firms in the planning area to identify the types of sites that may be needed.” For example, site types can be described by: (1)

plan designation (e.g., heavy or light industrial), (2) general size categories that are defined locally (e.g., small, medium, or large sites), or (3) industry or use (e.g., manufacturing sites or distribution sites). For purposes of the EOA, McMinnville groups its future employment uses into three general categories based on land use types: (1) commercial (includes retail commercial, office & commercial services, and tourism services)¹¹³; (2) industrial; and (3) sites needed to meet specific economic development objectives (e.g., other land needs not addressed in the employment forecast as discussed above).

In short, in addition to estimating the acreage needed to accommodate current and future employment, it is necessary for the city to determine if it has sites with characteristics suitable for the development to address needs and opportunities. This includes site size, topography, access, utilities, and other characteristics such as location and proximity to other uses and amenities.

As a first step, ECONorthwest analyzed the size distribution of developed employment sites in McMinnville by land use type. Exhibit 60 shows the results. The majority of commercial lots are small – 88% of commercial lots are less than 1 acre, and 42% of the commercial land (in acres) is in lots less than 1 acre. No developed commercial lots are larger than 20 acres. (Some shopping centers include multiple tax lots).

¹¹³ At early stages of the EOA, McMinnville broke commercial out into separate land use categories, but found that many overlap and do not have distinct site needs from other commercial categories by NAICS sector.

Industrial sites show a different pattern. Seven industrial sites (about 2 percent of all industrial sites) are greater than 10 acres but account for 25% of all industrial land in acres. While McMinnville has 122 industrial sites less than 1 acre, those sites account for only 7% of developed industrial land (in acres). Some industrial users occupy multiple buildings and/or tax lots.

Exhibit 60. Size distribution of developed employment sites by land use type, McMinnville UGB, 2019

Land Use Type	Developed acres size									Total
	<0.50 acre	0.50-0.99 acres	1.00-1.99 acres	2.00-4.99 acres	5.00-9.99 acres	10.00- 19.99 acres	20.00- 25.00 acres	25.01- 49.99 acres	50.00+ acres	
Commercial										
Acres	96	54	57	90	26	34	-	-	-	357
Percent of Acres	27%	15%	16%	25%	7%	9%	0%	0%	0%	100%
Tax Lots	509	80	41	30	4	3	-	-	-	667
Percent of Tax Lots	76%	12%	6%	4%	1%	0%	0%	0%	0%	100%
Industrial										
Acres	12	19	43	87	91	61	25	-	79	417
Percent of Acres	3%	4%	10%	21%	22%	15%	6%	0%	19%	100%
Tax Lots	96	26	32	29	13	5	1	-	1	203
Percent of Tax Lots	47%	13%	16%	14%	6%	2%	0%	0%	0%	100%

In addition to basic logistical considerations, there are workforce considerations for locating within a community. For example, in the Three Mile Lane study, it was found that employers located to the area because there were sites that had land needed for expansion; however, employees preferred to be in amenity-rich locations. Employers have had to adjust business practices to accommodate employees in these locations absent the presence of amenities, such as those which were available in prior locations before relocating to accommodate space needs. This largely illustrates the need for the city’s growth management strategy of balanced land uses that provide for a nearby mix of uses and opportunities to reduce vehicle miles travelled.

For certain development types, there is a standardized taxonomy and these types have specific site characteristic needs. The City’s economic development vision and strategy may deviate from some of these typical prototypes in order to promote an authentic place-based experience, but the real estate principles must still function properly. Exhibit 61 and Exhibit 62 show taxonomies for industrial and commercial categories. The site characteristics for commercial and industrial uses shown in the exhibits equate to characteristics that are both “necessary” and “typical” for the target industries identified in the City’s MAC-Town 2032 Economic Development Strategic Plan.

It should be noted that certain development types need larger sites that must be planned and located all at one time, even if future phases within the development build out over time. Therefore, those sites need to be accounted for up-front, rather than incrementally. Other land uses have needs that don’t fit into these broad categories but have other programmatic needs that define the site needs. Examples of these other needed sites apply to uses such as convention/ conference space, regional athletic facilities, etc. For those facilities identified in the Economic Development Strategy that have special sites needs that aren’t sufficiently accounted for in the land needs calculated by the employment forecast and employment density, site characteristics have been separately described below.

Exhibit 61. Shopping Center Taxonomy, ICSC



U.S. Shopping-Center Classification and Typical Characteristics*								
Type of Shopping Center	Concept	Typical GLA Range (Sq. Ft.)	Acres	# of Anchors	% Anchor GLA	Typical Number of Tenants	Typical Type of Anchors	Trade Area Size
General-Purpose Centers								
Super-Regional Mall	Similar in concept to regional malls, but offering more variety and assortment.	800,000+	60-120	3+	50-70%	N/A	Full-line department store, mass merchant, discount department store, fashion apparel store, mini-anchor, cineplex or other large-scale entertainment attraction, and food-and-beverage service cluster.	5-25 miles
Regional Mall	General merchandise or fashion-oriented offerings. Typically, enclosed with inward-facing stores connected by a common walkway. Parking surrounds the outside perimeter.	400,000-800,000	40-100	2+	50-70%	40-80 stores	Full-line department store, mass merchant, discount department store, fashion apparel store, mini-anchor, cineplex or other large-scale entertainment attraction, and food-and-beverage service cluster.	5-15 miles
Community Center ("Large Neighborhood Center")	General merchandise or convenience-oriented offerings. Wider range of apparel and other soft goods offerings than neighborhood centers. The center is usually configured in a straight line as a strip, or may be laid out in an L or U shape, depending on the site and design.	125,000-400,000	10-40	2+	40-60%	15-40 stores	Discount store, supermarket, drug, large-specialty discount (toys, books, electronics, home improvement/furnishings or sporting goods, etc.)	3-6 miles
Neighborhood Center	Convenience-oriented.	30,000-125,000	3-5	1+	30-50%	5-20 stores	Supermarket	3 miles
Strip/Convenience	Attached row of stores or service outlets managed as a coherent retail entity, with on-site parking usually located in front of the stores. Open canopies may connect the storefronts, but a strip center does not have enclosed walkways linking the stores. A strip center may be configured in a straight line, or have an "L" or "U" shape. A convenience center is among the smallest of the centers, whose tenants provide a narrow mix of goods and personal services to a very limited trade area.	< 30,000	<3	Anchor-less or a small convenience-store anchor.	N/A	N/A	Convenience store, such as a mini-mart.	<1 mile
Specialized-Purpose Centers								
Power Center	Category-dominant anchors, including discount department stores, off-price stores, wholesale clubs, with only a few small tenants.	250,000-600,000	25-80	3+	70-90%	N/A	Category killers, such as home improvement, discount department, warehouse club and off-price stores	5-10 miles
Lifestyle	Upscale national-chain specialty stores with dining and entertainment in an outdoor setting.	150,000-500,000	10-40	0-2	0-50%	N/A	Large-format upscale specialty	8-12 miles
Factory Outlet	Manufacturers' and retailers' outlet stores selling brand-name goods at a discount.	50,000-400,000	10-50	N/A	N/A	N/A	Manufacturers' and retailers' outlets	25-75 miles
Theme/Festival	Leisure, tourist, retail and service-oriented offerings with entertainment as a unifying theme. Often in urban areas, they may be adapted from older—sometimes historic—buildings, and part of a mixed-use project.	80,000-250,000	5-20	Unspecified	N/A	N/A	Restaurants, entertainment	25-75 miles
Limited-Purpose Property								
Airport Retail	Consolidation of retail stores located within a commercial airport	75,000-300,000	N/A	N/A	N/A	N/A	No anchors; retail includes specialty retail and restaurants	N/A

*Disclaimer: While every effort is made to ensure the accuracy and reliability of the information contained in this report, ICSC does not guarantee and is not responsible for the accuracy, completeness or reliability of the information contained in this report. Use of such information is voluntary, and reliance on it should only be undertaken after an independent review of its accuracy, completeness, efficiency, and timeliness. Criteria used in the definitions above are intended to be only typical of general features, rather than covering all situations.

Exhibit 62. Industrial Development Profile Matrix, 2015

STATE OF OREGON - Infrastructure Finance Authority
Industrial Development Competitiveness Matrix



CRITERIA	PREFERE	Production Manufacturing		Value-Added Manufacturing and Assembly		Light / Flex Industrial			Warehousing & Distribution		Specialized		
		A	B	C	D	E	F	G	I	H	J	K	L
		Heavy Industrial / Manufacturing	High-Tech / Clean-Tech Manufacturing	Food Processing	Advanced Manufacturing & Assembly	General Manufacturing	Industrial Business Park and R&D Campus	Business / Admin Services	Regional Warehouse / Distribution	Local Warehouse / Distribution	UVA Manufacturing / Research	Data Center	Rural Industrial
<p>1 GENERAL REQUIREMENTS</p> <p>What is permitted outright, located in R222 or equivalent and outside flood plain, and the (P22) does not contain contaminants, used milk, protected species, or cultural resources or has not gone into (P22) that can be implemented in 180 days or less.</p>													
2	PHYSICAL SIZE												
2	TOTAL USE SIZE*	Competitive Average†	80 - 200+	5 - 100+	5 - 25+	5 - 25+	5 - 25+	20 - 100+	5 - 25+	20 - 100+	10 - 25+	10 - 25+	10 - 25+
3	COMPETITIVE SCORE:	Must meet Score	8 to 9%	8 to 9%	8 to 9%	8 to 9%	8 to 9%	8 to 9%	8 to 9%	8 to 9%	8 to 9%	8 to 9%	8 to 9%
5	TRANSPORTATION												
5	TRUCK GENERATION:	Average Daily Trips per Acre	40 to 60 (ADT / Acre)	40 to 60 (ADT / Acre)	50 to 60 (ADT / Acre)	40 to 60 (ADT / Acre)	40 to 60 (ADT / Acre)	40 to 100 (ADT / Acre)	40 to 100 (ADT / Acre)	40 to 100 (ADT / Acre)	40 to 60 (ADT / Acre)	40 to 60 (ADT / Acre)	20 to 40 (ADT / Acre)
6	NEEDED TO KNOWLEDGE OF OTHER PHYSICAL FEATURES:	Miles	w/ in 10	w/ in 10	w/ in 10	w/ in 15	w/ in 20	N/A	N/A	w/ in 5 (only Interstate or equivalent)	w/ in 5 (only Interstate or equivalent)	N/A	w/ in 10
7	BARBER ACCESS:	Dependency	Preferred	Preferred	Preferred	Not Required	Preferred	Preferred	Not Required	Preferred	Preferred	Not Required	Avoid
8	PROXIMITY TO SHIPMENT PORT:	Dependency	Preferred	Preferred	Preferred	Not Required	Preferred	Preferred	Not Required	Preferred	Preferred	Not Required	Not Required
9	PROXIMITY TO REGIONAL COMMERCIAL AIRPORT:	Dependency	Preferred	Competitive	Preferred	Competitive	Preferred	Required	Preferred	Preferred	Preferred	Preferred	Competitive
10	PROXIMITY TO INTERNATIONAL AIRPORT:	Dependency	Preferred	Competitive	Preferred	Competitive	Preferred	Competitive	Preferred	Preferred	Preferred	Competitive	Preferred
11	WATER:	Min. Line Size (Inches/feet)	8" - 12"	12" - 16"	12" - 16"	8" - 12"	6" - 8"	8" - 12"	4" - 6"	4" - 8"	4" - 6"	4" - 8"	16"
12	Min. Fire Line Size (Inches/feet)	8" - 12"	12" - 16"	16" - 20"	16" - 20"	8" - 12"	8" - 12"	6" - 10"	10" - 12"	6" - 8"	6" - 10"	16" - 20"	
13	High Pressure Water Dependency	Preferred	Required	Required	Preferred	Not Required	Preferred	Not Required	Not Required	Not Required	Not Required	Required	
14	Flow (GPD / Acre)	5000	5200	5000	2700	1800	2400	5000	500	500	5000	100-200 (Dishes per Month) ‡	
15	Min. Service Line Size (Inches/feet)	6" - 8"	12" - 16"	16" - 20"	16" - 20"	6" - 8"	10" - 12"	6" - 8"	4"	4"	6"	16" - 20"	
16	Flow (GPD / Acre)	4700	2900	2500	1700	2800	5000	500	500	5000	1000 (Dish / Acre) §		
17	MAINTENANCE GAS:	Preferred Min. Service Line Size (Inches/feet)	2" - 6"	6"	4"	6"	4"	6"	2"	2"	2"	4"	
18	On Site	Competitive	Competitive	Preferred	Competitive	Competitive	Competitive	Preferred	Preferred	Preferred	Preferred	Preferred	
19	MINIMUM SERVICE DEMAND	2 MWF	4-6 MWF	2-4 MWF	1 MWF	0.5 MWF	0.5 MWF	0.5 MWF	1 MWF	1 MWF	0.5 MWF	5-25 MWF	
20	Close Proximity to Substation	Competitive	Competitive	Not Required	Competitive	Preferred	Competitive	Preferred	Not Required	Not Required	Not Required	Required, could be on site	
21	Redundancy Dependency	Required	Preferred	Not Required	Required	Not Required	Competitive	Required	Not Required	Not Required	Not Required	Required	
22	Major Commercial Gas Dependency	Preferred	Required	Preferred	Required	Required	Required	Required	Preferred	Preferred	Required	Required	
23	Mainline Dependency	Not Required	Required	Not Required	Required	Not Required	Preferred	Required	Not Required	Not Required	Not Required	Required	
24	Power Cycle Dependency	Preferred	Required	Preferred	Required	Preferred	Required	Required	Preferred	Preferred	Required	Required	
25	SPFOM CONSIDERATIONS:	Adequate distance from sensitive land uses (residential, parks, agricultural) necessary. High throughput of materials. Large yard space a/w/o buffering required. Often, transportation related requiring materials links.	Average allotment includes expansion space (often an optional). Very high utility demands in one or more areas common. Sensitive to vibration from nearby uses.	Many require high volume supply of water and sanitary sewer to treatment. Often needs substantial storage/yard space for input storage. On-site water pretreatment needed in many instances.	Surrounding environment of great concern (b-rabies, noise, air quality, etc.) Increase within 1/2 mile by required. On-site utility service areas. Avoid direct contact with water by treatment plants, tanks, lagoons, and similar land uses. Lower demands for water and sewer treatment than Production High-Tech Manufacturing.	Adequate distance from sensitive land uses (residential, parks) necessary. Avoid direct contact with water and sewer. Higher demands for electricity, gas, and telecom.	High diversity of facilities within business parks. High facilities standards to labor benefits from close proximity to higher education facilities. Moderate demands on all infrastructure systems.	Relatively higher parking ratios are necessary. May be very sensitive to labor force and the location of other land uses in the region. High reliance on telecom infrastructure.	Transportation routing and proximity to/from major highways is crucial. Expansion options required. Truck staging requirements as ancillary. Minimal route observations between the site and interstate highway such as rail crossings, drawbridges, school zones, or similar obstacles.	Large sites may be needed. The 25-acre size requirement represents the most typical size. Power supply, and security are critical. Surrounding area(s) of interests or city of more than 50,000 people. May require high volume supply of water and sanitary sewer treatment.			



Current Revision Date: 6/23/2015

To meet the requirements of OAR 660-009-0015(2) to identify the number of needed sites by type, we analyzed the existing distribution of developed sites by size (Exhibit 60) and applied it to overall land need for the 2021-2041 period. Exhibit 63 summarizes needed sites by size class. Exhibit 64 allocates needed sites to target sizes within those size class ranges consistent with the methodology in the Industrial Sites Information memorandum distributed at the February 27, 2020 PAC meeting.¹¹⁴ This was based on the range and distribution of site sizes for larger industrial sites described in the MEDP letter (Appendix D. Site Need Letters). These tables also include the estimates for the smaller site sizes of 0.5-2.0 acres discussed in the Employment Sites memo, consistent with the tables labeled “Need 2” in that memo, which was supported by the PAC. Exhibit 63 and Exhibit 64 now also incorporate smaller site sizes less than 0.5 acres, as described in the buildable lands inventory methodology.

Exhibit 63. Revised Employment Site Size Classes and Assignment of Needed Sites

Original Size Classes and Assignments			Revised Size Classes and Assignments		
Original Size Classes	Needed Sites	Ac Range	Revised Size Classes	Needed Sites	Ac Range
NA <i>(By definition in OAR 660 Division 9, undeveloped sites less than ½ acre are not defined as vacant sites)</i>	NA	NA	<0.5 acre	23	0-12
0.5-0.99 ac	10	5-10	0.5-0.99 ac	10	5-10
1.00-1.99	12	12-24	1.00-1.99	12	12-24
2.00-4.99	4	8-20	2.00-4.99	4	8-20
5.00-9.99	3	15-30	5.00-9.99	3	15-30
10.00-19.99	10	100-200	10.00-19.99	10	100-200
20.00-49.99	8	160-400	20.00-25.00	7	140-175
			25.01-49.99	1	25-50
50.00+	0	0	50.00+	0	0
Total	47 sites	300-684 ac	Total	70 sites	305-521 ac

Needed Industrial Sites Provide for at Least an Adequate Supply

Goal 9 and ORS 197.712(2)(c) specify that Comprehensive Plans for urban areas shall: ...“Provide for at least an adequate supply of sites of suitable sizes, types, locations, and service levels for a variety of industrial and commercial uses consistent with plan policies.”

The employment forecast and employment density factors identified a need for 153 industrial acres. The needed sites identified above in Exhibit 64, appropriately located, would provide for at least an adequate supply of sites of suitable sizes for a variety of industrial uses consistent with plan policies, as required by Goal 9. To be competitive, this would assure there would be a

¹¹⁴ https://www.mcminnvilleoregon.gov/sites/default/files/fileattachments/planning/page/1675/7-industrial_sites_narrative_summ_2-26-2020_letterhead.pdf

supply of available of sites with a variety of sizes and characteristics to meet a variety of needs at any given time during the planning period.

Exhibit 64. Needed sites, competitive supply and choice consistent with IFA criteria

Site Size Class	Needed Sites By Class	Ac Range for Needed Sites	Needed Sites By Target Size	Ac for Needed Sites
<0.5	23	0-12	23@0.48 ac	11.0
0.5-0.99 ac	10	5-10	5@0.5 ac 5@ 1ac	2.5 5.0
1.00-1.99	12	12-24	6@1 ac 6@2 ac	6.0 12.0
2.00-4.99	4	8-20	2@2 ac 2@4 ac	4.0 8.0
5.00-9.99	3	15-30	3@5 ac	15.0
10.00-19.99	10	100-200	5@10 ac 5@15 ac	50.0 75.0
20.00-25.00	7	140-175	4@20 ac 3@25 ac	80.0 75.0
25.01-49.99	1	25-50	1@40ac	40.0
50.00+	0	0	0	0
Total	70 sites	305-521 ac	70 sites	384 ac

Note: MIP/MEDP Input re: Size Class Distribution – Size Assigned. Appendix D. Site Need Letters provides letters from MIP and MEDP stating needed site sizes.

Exhibit 65 provides a detailed summary of the needed sites between 5 and 50 acres listed in Exhibit 64. The sites listed in this table are identified based on industries listed in the IFA matrix (Exhibit 62) and the target sectors identified in McMinnville’s 2019 Economic Development Strategic Plan. The results of Exhibit 64 and Exhibit 65 show that McMinnville needs 384 acres for industrial land over the 20-year period.

Exhibit 65. Needed industrial and traded sector employment sites

Infrastructure Finance Authority (IFA) Industrial Development Competitive-ness Matrix	2019 EDSP Target Sectors 2013 EOA Cluster Targets	Rail Access Per IFA?	Needed Sites	Needed Range for McMinnville	Needed Site Sizes	Size Class				
						5-9.9	10-14.9	15-19.9	20-25	25.1-50

Production Manufacturing

4:

A. Heavy Industrial / Manufacturing (10-100+ ac)	EDSP: Traditional Ind.& Advanced Manuf.	A. Preferred	2	10-25 ac	(1) 15ac, (1) 25ac			1	1
B. High Tech/Clean Tech Manufacturing (5-100+ ac)	2013 EOA: Advanced Manufacturing	B. Preferred	2	5-25 ac	(1) 10ac, (1) 25ac		1		1

Value-Added Manufacturing & Assembly

4:

C. Food Processing (5-25+ ac)	EDSP: Craft Beverages and Food Systems	C. Preferred	2	5-25 ac	(1) 5ac, (1) 10ac	1	1		
D. Advanced Manufacturing and Assembly (5-25+ ac)	EDSP: Traditional Ind. & Advanced Manuf.	D. Not Required	2	5-25 ac	(1) 15ac, (1) 20ac			1	1

Infrastructure Finance Authority (IFA) Industrial Development Competitive-ness Matrix	2019 EDSP Target Sectors 2013 EOA Cluster Targets	Rail Access Per IFA?	Needed Sites	Needed Range for McMinnville	Needed Site Sizes	Size Class				
						5-9.9	10-14.9	15-19.9	20-25	25.1-50

Light/Flex Industrial

6:

E. General Manufacturing (5-15+ ac)	EDSP: Technology and Entrepreneurship	E. Preferred	3	5-15 ac	(1) 5ac, (1) 10ac, (1) 15ac	1	1	1		
F. Indust. Business Park and R&D Campus (20-100+ ac)	EDSP: Education, Medicine and Other Sciences	F. Preferred	2	5-15 ac	(1) 40ac (Innovation Campus)	1	1			1
G. Business / Admin Services (5-15+ ac)	2013 EOA: Healthcare/Traded Sector Services	G. Not Required			(1) 5ac, (1) 10ac					

Warehousing & Distribution

5:

H. Regional Warehouse / Distribution (20-100+ ac)	EDSP: Craft Beverages and Food Systems	H. Preferred	2	20-25 ac	(1) 20ac, (1) 25ac					2
I. Local Warehouse / Distribution (10-25+ ac)	EDSP: Craft Beverages and Food Systems	I. Preferred	3	10-25 ac	(1) 10ac, (1) 15ac, (1) 20ac		1	1	1	

Infrastructure Finance Authority (IFA) Industrial Development Competitive-ness Matrix	2019 EDSP Target Sectors 2013 EOA Cluster Targets	Rail Access Per IFA?	Needed Sites	Needed Range for McMinnville	Needed Site Sizes	Size Class				
						5-9.9	10-14.9	15-19.9	20-25	25.1-50
Specialized			2:							
J. UAV Manufacturing / Research (10-25+ ac)	EDSP: Traditional Industry and Advanced Manuf.	J. Not Required	1	10-25 ac	(1) 15ac			1		
K. Data Center (10-25+ ac)	EDSP: Technology and Entrepreneurship	K. Avoid	1	10-25 ac	(1) 20ac				1	
L. Rural Industrial (5-25+ ac)		L. N/A	N/A	5-25 ac	N/A					
Total:			21 sites of 5-40 acres		SUM: 21 sites 5ac-40ac (335 ac.)	3	5	5	7	1
					(Rail Preferred for 14 sites)					

*RP=Rail Preferred

Land Sufficiency

This section addresses Step 10: Compare Land Demand to Supply

Exhibit 66 shows commercial and industrial land sufficiency within the McMinnville UGB. It shows:

- **Vacant or partially vacant unconstrained land** from within the UGB. Exhibit 66 shows that McMinnville has 354 gross acres of industrial land, and 154 gross acres of commercial land (see Exhibit 45).
- **Demand for commercial and industrial land** from Exhibit 55, which shows McMinnville will need a total of 153 gross acres for industrial uses and 252 gross acres for commercial uses over the 2021-2041 period based on portion of demand determined through the forecast.
- **Retail Leakage** Additional needs, addressed previously in this Chapter, include retail leakage that is current demand that predates the employment forecast associated with new population growth (12-acre demand over the 20-year period)
- **Demand for commercial land needs with other needed sites** not adequately accounted for in the average employment density calculations. Forecast commercial land includes land use types of retail commercial, office and commercial services, and tourism services. These uses for other needed sites for target sectors are identified in the Economic Development Strategic Plan (56-acre demand over the 20-year period), a net difference of 49 additional acres after adjusting for associated employment.
- **Needed site sizes** from Exhibit 64 shows that McMinnville has an overall need for 384 acres of industrial land in site sizes between less than 0.5 acres and up to 50 acres in size.

Exhibit 66 shows that McMinnville has:

- A 29-acre deficit of industrial land in 2041
- A 159-acre deficit of commercial land in 2041.

Exhibit 66. Comparison of the capacity of unconstrained vacant land with employment land demand by land use type, McMinnville UGB, 2021-2041

Land Use Type	Land Supply (Suitable Gross Acres)	Demand (Gross Acres)	Land Sufficiency (Deficit)
Industrial	354	384	(29)
Commercial	154	313	(159)
<i>Forecast</i>		252	
<i>Retail leakage</i>		12	
<i>Other needed sites</i>		49	
Total	508	697	(189)

Source: ECONorthwest

Summary of Land Sufficiency for Employment Land in McMinnville

This section summarizes the analysis completed in Chapter 5 and the findings related to land sufficiency for employment land in McMinnville.

The current EOA update bring the 2013 document to the current 20-year planning period of 2021-2041, incorporating new trend and forecast data, and ensuring the City's land use planning documents provide the land use foundation to support the City's newly adopted economic development strategy, and ensure the Comprehensive Plan supports that strategy. It also considers a longer 46-year planning period. Since the City's economic development strategy is articulated in the new EDSP, this EOA update supports and references that work, but the scope didn't duplicate the work that was completed in the EDSP.

Demand

McMinnville will need about 697 gross acres (384 industrial and 313 commercial) for employment for the 2021 to 2041 period and 954 gross acres (384 industrial and 570 commercial) for the 2021 to 2067 period (Exhibit 67).

Demand was calculated in following components:

- By developing an employment forecast and assigning employment density factors to determine associated land needs, Employment forecasts indicate that McMinnville will add 6,885 jobs between 2021 and 2041 and 16,001 jobs between 2021 and 2067. *For this component of the demand, McMinnville will need at least 405 gross acres (153 industrial and 252 commercial) for employment for the 2021 to 2041 period and 899 gross acres (329 industrial and 570 commercial) for the 2021 to 2067 period (Exhibit 56).*
- By removing the following employment from the employment forecast, and instead estimating land needs for these employers based on interviews with the respective entities: local government, K-12, and higher education. *These are discussed in the public and institutional land needs section of the Urbanization Summary report, and are not discussed in the land sufficiency analysis for commercial and industrial employment.*
- The City assumed 5% of new employment would be accommodated on sites that don't require new vacant land, through infill, redevelopment, and locations that don't require new employment land.
- By identifying the existing retail leakage identified in a market analysis, which identifies existing deficits in the base year which are not otherwise accounted for in the forecast of future employment from 2021-2041. *McMinnville will need about 12.2 acres to address existing retail leakage.*
- By estimating other needed sites which are not accounted for in the average density assumptions. The sites for these uses are unique and not accounted for in the standard employment density factors. These are target industries and uses in the MAC-Town 2032 Economic Development Strategic Plan. *McMinnville will need 56 acres for other*

needed sites on commercial (e.g., land needs not accounted for in the employment projections) in the 2021 to 2041 period. A net increase of 49 acres when adjusting the employment forecast to reflect these unique site needs and adjustments to average density assumptions for these sites and uses.

- Calculation of additional needed sites on industrial land, based on target industries identified in the EDSP, resulted in *overall demand for 384 acres of industrial land.*

Supply

In 2019, within the UGB, McMinnville has 508 buildable acres of employment land. This includes 154 buildable acres of commercial land and 354 buildable acres of industrial land.

- **Commercial.** Of the 154 buildable acres of commercial land, about 50 acres are in vacant lots, 65 acres are in partially-vacant lots, and 39 acres in the Urban Holding zone for future neighborhood commercial services. About 56 acres (approximately 36% of the buildable commercial land) is on the Evergreen property, which is subject to a Planned Development that limits uses to tourism-related uses consistent with the master plan. There are only 39 tax lots with buildable commercial acreage, and only some of these contiguous.
- **Industrial.** Of the 354 buildable acres of industrial land, about 301 acres are in vacant lots, and 53 acres are in partially-vacant lots. About 50% of the supply (177 acres) is in two tax lots over 50 acres, about 88 and 90 acres. McMinnville has one 24 acre site. The remaining sites are smaller than 15 buildable acres.

Sufficiency

Exhibit 67 shows the capacity of unconstrained vacant land and the demand for employment land over the 5-, 10-, 20-, and 46-year planning periods.

Exhibit 67. Comparison of the capacity of unconstrained vacant land with employment land demand by land use type, McMinnville UGB, 2021–2026, 2021–2031, 2021–2041, and 2021–2067

Land Use Type	5-year (2021-2026)			10-year (2021-2031)			20-year (2021-2041)			46-year (2021-2067)		
	Land Supply	Land Demand	Land Sufficiency (Deficit)	Land Supply	Land Demand	Land Sufficiency (Deficit)	Land Supply	Land Demand	Land Sufficiency (Deficit)	Land Supply	Land Demand	Land Sufficiency (Deficit)
Industrial	354	38	316	354	77	277	354	384	(29)	354	384	(29)
Commercial	154	63	91	154	126	28	154	313	(159)	154	570	(416)

Source: ECONorthwest.

The next chapter provides a discussion of McMinnville’s existing Comprehensive Plan goals and policies related to economic development. It suggests updates to policies that may not align with the findings of this EOA or recent updates to supporting planning work including the MAC-Town 2032 Economic Development Strategic Plan.

6. Comprehensive Plan Policies

OAR 660-009-0020 outlines requirements for industrial and other economic development policies.

Local comprehensive plans are to provide a commitment to provide a competitive short-term supply together with a commitment to provide adequate sites and facilities. With this EOA, also identified are fulfillment of community economic development objectives.

Economic Development Goals and Policies

As noted at the outset of this EOA update report, the 2019 MAC-Town Economic Development Strategic Plan states the City of McMinnville's mission related to economic development:

"McMinnville provides economic opportunity for all residents through sustainable growth across a balanced array of traditional and innovative industry sectors, from steel manufacturing to technology. Economic growth is collaborative, and inclusive of individuals from diverse backgrounds. Businesses leverage local and regional talent pipelines while attracting new employees and residents who value McMinnville's high quality of life. Our strong downtown serves residents and visitors alike, featuring unique shops and world-class restaurants that offer locally-produced food products and globally-renowned wine. As we evolve, we prize our small-town roots and we maintain McMinnville's character."

The currently adopted Comprehensive Plan also includes more detailed goal statements, and some goals include specific policies. This EOA update provides suggested changes to goals and policies that may not align with the city's current vision for economic development. The suggested changes are indicated with items to **remove** or items to consider **adding**.

Goal IV 1: To encourage the continued growth and diversification of McMinnville's economy in order to enhance the general well-being of the community and provide employment opportunities for its citizens.

Goal IV 2: To encourage the continued growth of McMinnville as the commercial center of Yamhill County in order to provide employment opportunities, goods, and services for the city and county residents.

Policy:

- 21.00 Commercial uses and services which are not presently available to McMinnville residents will be encouraged to locate in the City. Such uses shall locate according to the goals and policies in the comprehensive plan.
- 21.01 The City shall periodically update its economic opportunities analysis to ensure that it has within its urban growth boundary (UGB) a 20-year supply of lands designated for commercial and industrial uses. The City shall provide an adequate

number of suitable, serviceable sites in appropriate locations within its UGB. If it should find that it does not have an adequate supply of lands designated for commercial or industrial use it shall take corrective actions which may include, but are not limited to, redesignation of lands for such purposes, or amending the UGB to include lands appropriate for industrial or commercial use. (Ord.4796, October 14, 2003)

- 21.02 The City shall encourage and support the start up, expansion or relocation of high-wage businesses to McMinnville.
 - 1. The City shall coordinate economic efforts with the Greater McMinnville Area Chamber of Commerce, McMinnville Industrial Promotions, McMinnville Downtown Association, Yamhill County, Oregon Economic and Community Development Department, and other appropriate groups.
 - 2. Economic development efforts shall identify specific high-wage target industries and ensure that adequately sized, serviced, and located sites exist within the McMinnville urban area for such industries. (Ord.4796, October 14, 2003)
- 21.03 The City shall support existing businesses and industries and the establishment of locally owned, managed, or controlled small businesses. (Ord.4796, October 14, 2003)
- 21.04 The City shall make infrastructure investments that support the economic development strategy a high priority, in order to attract high-wage employment. (Ord.4796, October 14, 2003)
- 21.05 Commercial uses and services which are not presently available to McMinnville residents will be encouraged to locate in the city. Such uses shall locate according to the goals and policies in the comprehensive plan. (Ord.4796, October 14, 2003)

Goal IV 3: To ensure commercial development that maximizes efficiency of land use through utilization of existing commercially designated lands, through appropriately locating future neighborhood and community serving commercial lands and discouraging strip development.

General Policies:

- 22.00 The maximum and most efficient use of existing commercially designated lands will be encouraged as will the revitalization and reuse of existing commercial properties.
- 23.00 Areas which could in the future serve as commercial sites shall be protected from encroachment by incompatible uses.
- 24.00 The cluster development of commercial uses shall be encouraged rather than auto-oriented strip development. (Ord.4796, October 14, 2003)

Locational Policies:

- 24.50 The location, type, and amount of commercial activity within the urban growth boundary shall be based on community needs as identified in the Economic Opportunities Analysis. (Ord.4796, October 14, 2003)

- 25.00 Commercial uses will be located in areas where conflicts with adjacent land uses can be minimized and where city services commensurate with the scale of development are or can be made available prior to development.
- 26.00 The size of, scale of, and market for commercial uses shall guide their locations. Large-scale, regional shopping facilities, and heavy traffic-generating uses shall be located on arterials or in the central business district, and shall be located where sufficient land for internal traffic circulation systems is available (if warranted) and where adequate parking and service areas can be constructed.
- 27.00 Neighborhood commercial uses will be allowed in residential areas. These commercial uses will consist only of neighborhood oriented businesses and will be located on collector or arterial streets. More intensive, large commercial uses will not be considered compatible with or be allowed in neighborhood commercial centers.
- 28.00 A commercial planned development should be encouraged in the proximity of the intersection of Hill Road and West Second Street. Such a development should service the needs of people in western McMinnville. The development should be anchored by a grocery store.

Design Policies:

- 29.00 New direct access to arterials by large-scale commercial developments shall be granted only after consideration is given to the land uses and traffic patterns in the area of development as well as at the specific site. Internal circulation roads, acceleration/deceleration lanes, common access collection points, signalization, and other traffic improvements shall be required wherever necessary, through the use of planned development overlays.
- 30.00 Access locations for commercial developments shall be placed so that excessive traffic will not be routed through residential neighborhoods and the traffic-carrying capacity of all adjacent streets will not be exceeded.
- 31.00 Commercial developments shall be designed in a manner which minimizes bicycle/pedestrian conflicts and provides pedestrian connections to adjacent residential development through pathways, grid street systems, or other appropriate mechanisms. (Ord.4796, October 14, 2003)
- 32.00 Where necessary, landscaping and/or other visual and sound barriers shall be required to screen commercial activities from residential areas.
- 33.00 Encourage efficient use of land for parking; small parking lots and/or parking lots that are broken up with landscaping and pervious surfaces for water quality filtration areas. Large parking lots shall be minimized where possible. All parking lots shall be interspersed with landscaping islands to provide a visual break and to provide energy savings by lowering the air temperature outside commercial structures on hot days, thereby lessening the need for inside cooling. (Ord.4796, October 14, 2003)
- 34.00 The City of McMinnville shall develop and maintain guidelines concerning the size, placement, and type of signs in commercial areas.

- 35.00 The City of McMinnville shall encourage the development of a sign system that directs motorists to parking areas.

Goal IV 4: To promote the downtown as a cultural, administrative service, and retail center of McMinnville.

Downtown Development Policies:

- 36.00 The City of McMinnville shall encourage a land use pattern that:
 - 1. Integrates residential, commercial, and governmental activities in and around the core of the city;
 - 2. Provides expansion room for commercial establishments and allows dense residential development;
 - 3. Provides efficient use of land for adequate parking areas;
 - 4. Encourages vertical mixed commercial and residential uses; and,
 - 5. Provides for a safe and convenient auto-pedestrian traffic circulation pattern. (Ord.4796, October 14, 2003)
- 37.00 The City of McMinnville shall strongly support, through technical and financial assistance, the efforts of the McMinnville Downtown Steering Committee to implement those elements of Phase II of the “Downtown Improvement Plan” that are found proper, necessary, and feasible by the City. (Ord.4796, October 14, 2003)
- 38.00 The City of McMinnville shall encourage the renovation and rehabilitation of buildings in the downtown area, especially those of historical significance or unique design.
- 39.00 The City of McMinnville shall encourage and allow the development of pocket parks, landscaping, and other natural amenities to provide a visual contrast between streets and parking lots and buildings to enhance the general appearance of the downtown.
- 40.00 The City of McMinnville shall encourage and develop a policy of cooperation with federal, state, and local governments and agencies regarding the location of public administrative and service facilities in the downtown area and further encourage these same agencies to develop off-street parking opportunities and transportation alternatives for their employees.
- 41.00 The City of McMinnville shall encourage the expansion of retail and other commercial enterprises east of the railroad tracks and north and south of Third Street consistent with the adopted “Downtown Improvement Plan.” (Ord.4796, October 14, 2003)
- 42.00 The City of McMinnville shall continue to redesignate streets and traffic patterns in and around the downtown area to facilitate the movement of automobile traffic and provide for the safety and convenience of pedestrians.

- 43.00 The City of McMinnville shall allow the closing and/or vacating of streets to provide additional areas for off-street parking where such closure will not affect the ability of the police and fire departments, and public utilities to provide their designated service functions or where such closures will not negatively affect the overall traffic circulation in the downtown area.
- 44.00 The City of McMinnville shall encourage, but not require, private businesses downtown to provide off-street parking and on-site traffic circulation for their employees and customers.
- 45.00 The City of McMinnville shall study the feasibility of developing bicycle and pedestrian paths and/or lanes between residential areas and the activity centers in the downtown. (Ord.4961, January 8, 2013)
- 46.00 The City shall work to implement the recommendations of the adopted “McMinnville Downtown Improvement Plan.”
- 46.01 The City shall, through its Landscape Review Committee, develop a list of street trees acceptable for planting within the public rights-of-way, parks and open spaces, and downtown. In addition, the committee shall develop standards for the planting of these trees, particularly within the downtown area, such that sidewalk and tree root conflicts are minimized. This effort should be coordinated with McMinnville Water and Light in an effort to minimize conflicts with utility lines.
- 46.02 The City shall, as funding permits and generally in the following order, periodically inventory trees within its public rights-of-way, parks and open spaces, and downtown area in order to assess the overall health of the city’s urban forest and to determine those specific trees that may require maintenance, or removal and replacement. As a goal, the City seeks to maintain a diverse urban forest in terms of age and species.
- 46.03 The City shall take steps to minimize hardships to property owners situated adjacent to street trees that may have been found to be the cause of, but not limited to, the cracking or raising of a public sidewalk, or interfering with sewer lines that serve his/her property. In such cases, the City shall install root barriers, if practicable, or remove the offending tree(s). (Ord. 4816, December 14, 2004; Ord.4796, October 14, 2003)

Proposals:

- 6.00 A planned development overlay should be placed on the large cluster commercial development areas and the entrances to the City to allow for review of site design, on-site and off-site circulation, parking, and landscaping. The areas to be overlaid by this designation shall be noted on the zoning map and/or comprehensive plan map.
- 7.00 The City of McMinnville should study the feasibility of designating areas fronting Third Street east of the railroad tracks for retail commercial only, and designated areas on the fringes of the downtown as office residential.

- 8.00 The City of McMinnville should encourage the development of a commercial planned development center in the southwestern portion of the city large enough in scale to serve the needs of the area’s population. The center should be in proximity of the intersection of Old Sheridan Road, U.S. Highway 99W, and Oregon Highway 18.

Goal IV 5: To continue the growth and diversification of McMinnville’s industrial base through the provision of an adequate amount of properly designated lands.

Goal IV 6: To insure industrial development that maximizes efficiency of land uses, that is appropriately located in relation to surrounding land uses, and that meets necessary environmental standards.

General Policies:

- 47.00 Industries that locate in the community shall meet federal, state, and local environmental standards. These standards shall be given full weight in evaluating the desirability of the industry. Criteria for evaluation shall include, but not be limited by the effect the industry would have on:
 - 1. The natural environment, including air and water quality, natural drainage ways, and soil properties and other physical characteristics of the land including topography.
 - 2. The human environment, including the amount of noise and traffic generated and the ability of the housing industry to provide sufficient dwelling units with at least an adequate level of required urban services.
 - 3. The physical facilities of the community, including the ability of sanitary and storm sewer systems, water supply and distribution system, energy supply distribution systems, police and fire, and schools to provide designated services.
- 48.00 The City of McMinnville shall encourage the development of new industries and expansion of existing industries that provide jobs for the local (McMinnville and Yamhill County) labor pools.

Locational Policies:

- 49.00 The City of McMinnville shall use its zoning and other regulatory methods to prevent encroachment into industrial areas by incompatible land uses.
- 49.01 The City shall designate an adequate supply of suitable sites to meet identified needs for a variety of different parcel sizes at locations which have direct access to an arterial or collector street without having to pass through residential neighborhoods. (Ord. 4961, January 8, 2013)
- 49.02 The location, type, and amount of industrial activity within the Urban Growth Boundary shall be based on community needs as identified in the Economic Opportunities Analysis. (Ord. 4961, January 8, 2013)

- 49.03 In designating new industrial properties, and in redesignating properties to industrial zoning from other designations, the City shall work to provide employment opportunities in locations that are reasonably accessible to McMinnville residents, while minimizing the need to drive through existing or planned residential neighborhoods. (Ord. 4961, January 8, 2013)
- 50.00 The City of McMinnville shall encourage industrial uses to locate adjacent to the airport and south of Three Mile Lane, adjacent to the existing Riverside Drive industrial area, and in existing industrial areas through the proper designation of lands on the comprehensive plan and zoning maps. Comprehensive plan and/or zoning map changes to industrial designations in other areas may be granted if all the applicable goals and policies of the plan can be met.
 - *The City should consider updating this policy to reflect findings of the Three Mile Lane Area Plan, which discusses potential commercial uses in this area.*
- 51.00 The City of McMinnville shall encourage the location of airport-related industrial uses only on the industrial land which is adjacent to the airport. Those lands so reserved shall be designated in the planned development overlay covering this area.
 - *The City should consider updating this policy to reflect updated goals for the area near the airport.*
- ~~▪ 52.00 The City of McMinnville shall create a new "limited light industrial" zone which shall be placed on the industrial areas on the south side of Three Mile Lane in those areas where residential development is expected on the north side of the road. The new zone will allow only those types of industrial uses that will not conflict with the residential uses.~~
- ~~▪ 53.00 The City of McMinnville shall encourage the phased development of industrial land so that a moderate rate of growth occurs. A moderate rate of growth will be considered that rate which enables the City to provide urban services in a timely, orderly, and economic fashion, and which allows the private sector to provide for the needs of the new residents.~~
- 54.00 The City of McMinnville shall establish industrial planned development ordinances which shall be placed over the future industrial areas designated on the McMinnville Comprehensive Plan Map, the industrial reserve area, and certain existing industrially designated areas within the city limits. The overlay shall also be applied to any areas which are in the future designated for future industrial use through an amendment to the comprehensive plan map. The overlays shall provide standards to control the nuisance and negative environmental effects of industries. These controls shall cover, but not be limited to, the following areas:
 - 1. Landscaping and screening
 - 2. Noise suppression
 - 3. Light and heat suppression
 - 4. Pollution control for air, water, and land

- 5. Energy impacts
- 6. Traffic impacts
- 55.00 Deleted as per Ord. 4796, October 14, 2003.
- 56.00 Deleted as per Ord. 4796, October 14, 2003.
- 57.00 Agricultural activities shall be encouraged on industrially designated lands until such time as the lands are utilized for industrial purposes.

Appendix A. Buildable Lands Inventory

ECONorthwest prepared a Goal 10 compliant Economic Opportunities Analysis (EOA) for the City of McMinnville to assess whether the city has sufficient land within its Urban Growth Boundary (UGB) to accommodate population and employment growth forecast for the 20-year period between 2021 and 2041, as well as 5-, 10-, and 46-year planning periods. A key component of this study is the buildable lands inventory (BLI).

The legal requirements that govern the BLI for the City of McMinnville are defined in Statewide Planning Goal 10, OAR 660-009-0005, and OAR 660-009-0015(3). This Appendix summarizes the methods ECONorthwest used to conduct employment buildable lands inventory.

In 2023, ECONorthwest updated the BLI from the 2020 *McMinnville Economic Opportunities Analysis* report to December 2021 to account for: land brought into the UGB through the 2020 Urban Growth Boundary (UGB) expansion; development that occurred between January 1, 2018 and December 31, 2021; and other changes such as changes in zoning or tax lot divisions. For this update, ECONorthwest used 2022 (assessor tax year) data.

Study Area

The Commercial and Industrial BLI for McMinnville includes all commercial and industrial land within the McMinnville UGB. From a practical perspective, this means that all lands within tax lots identified by the Yamhill County Assessment and Taxation Office that fall within a commercial or industrial plan designation were inventoried. Note that tax lots do not generally include road or railroad rights-of-way or water. ECONorthwest used an April 2023 tax lot shapefile (the same data used for the residential BLI) from the City of McMinnville for the analysis, as well as previous information used for the 2018 EOA. The inventory then builds from the tax lot-level database to estimates of buildable land by plan designation.

Methods for Inventory of Commercial and Industrial Lands

For commercial and industrial land, the general structure is similar to the residential lands process with a few differences. The buildable lands inventory uses methods and definitions that are consistent with OAR 660-009 and OAR 660-024. Following are the administrative rules that provide guidance on the commercial and industrial BLI.

OAR 660-009-0005:

(1) *"Developed Land" means non-vacant land that is likely to be redeveloped during the planning period.*

(2) *"Development Constraints" means factors that temporarily or permanently limit or prevent the use of land for economic development. Development constraints include, but are not limited to,*

wetlands, environmentally sensitive areas such as habitat, environmental contamination, slope, topography, infrastructure deficiencies, parcel fragmentation, or natural hazard areas.

(11) "Site Characteristics" means the attributes of a site necessary for a particular industrial or other employment use to operate. Site characteristics include, but are not limited to, a minimum acreage or site configuration including shape and topography, visibility, specific types or levels of public facilities, services or energy infrastructure, or proximity to a particular transportation or freight facility such as rail, marine ports and airports, multimodal freight or transshipment facilities, and major transportation routes.

(12) "Suitable" means serviceable land designated for industrial or other employment use that provides, or can be expected to provide the appropriate site characteristics for the proposed use.

(13) "Total Land Supply" means the supply of land estimated to be adequate to accommodate industrial and other employment uses for a 20-year planning period. Total land supply includes the short-term supply of land as well as the remaining supply of lands considered suitable and serviceable for the industrial or other employment uses identified in a comprehensive plan. Total land supply includes both vacant and developed land.

(14) "Vacant Land" means a lot or parcel:

(a) Equal to or larger than one half-acre not currently containing permanent buildings or improvements; or

(b) Equal to or larger than five acres where less than one half-acre is occupied by permanent buildings or improvements.

The 2023 update used building permits from 2019 to December 2021 to identify tax lots where new development has occurred. Tax lots that were previously designated as vacant in 2019 but had an associated building permit on them were re-designated as developed. As an additional step to maintain thoroughness, tax lots were again filtered through the development status classification scheme to identify any tax lots where the improvement value increased from \$0 to values over \$10,000. Beyond these changes, we used the 2019 BLI results unless there was a clear reason for doing otherwise.

Unlike with residential lands, the rules for employment lands include the concept of "suitability" which can be affected by factors other than the physical attributes of land. (See OAR 660-009-0005 (11) and (12) above.) The proposed BLI methods do not fully address the suitability factors, rather, they more narrowly assess whether a parcel is buildable based solely on attributes of the land. ECONorthwest had additional discussions with City staff about the assumptions embedded in the BLI as well as whether to apply additional suitability factors to employment lands, and if so, what factors to use.

Inventory Steps

The steps in the inventory of commercial and industrial buildable lands are:

1. Generate UGB “land base”
2. Classify lands by development status
3. Identify constraints
4. Verify inventory results
5. Tabulate and map results

Step 1: Generate UGB “land base”

The commercial and industrial inventory used all of the tax lots in the McMinnville UGB with the appropriate plan designations. Specific designations that were used include:

- Commercial¹¹⁵
- Industrial

Step 2: Classify lands

In this step, ECONorthwest classified each tax lot with a plan designation of Commercial or Industrial (based on the lot’s status as of April 2023) into one of five mutually exclusive categories based on development status:

- Developed land
- Vacant land
- Vacant small lot land
- Partially vacant land
- Public or exempt land

ECONorthwest initially identified buildable land and classify development status using a rule-based methodology. The rules are described below.

¹¹⁵ The inventory also includes the 39 acres of land that McMinnville brought into the UGB for neighborhood servicing commercial uses, per Ordinance No. 5098, the McMinnville Urban Growth Management Plan. This land is in the Urban Holding zone, as discussed in the *McMinnville Housing Needs Analysis* report.

Development Status	Definition	Statutory Authority
Vacant Land	A tax lot: (a) Equal to or larger than one half-acre not currently containing permanent buildings or improvements; or (b) Equal to or larger than five acres where less than one half-acre is occupied by permanent buildings or improvements For the purpose of criteria (a) above, lands with improvement values of \$0 were be considered vacant.	OAR 660-009-005(14)
Vacant Small Lot	Tax lot less than one half-acre without buildings or improvements.	No statutory definition. Included based on PAC recommendation at February 27, 2020 meeting.
Partially Vacant Land	Partially vacant tax lots are those between one and five acres occupied by a use that could still be further developed based on the zoning. This determination is based on a visual assessment and City staff verification.	No statutory definition
Public or Exempt Land	Lands in public or semi-public ownership are considered unavailable for commercial or industrial development. This includes lands in Federal, State, County, or City ownership as well as lands owned by churches and other semi-public organizations and properties with conservation easements. Public lands are identified using the Yamhill County Assessment property tax exemption codes.	No statutory definition
Developed Land	OAR 660-009-005(1) defines developed land as “Non-vacant land that is likely to be redeveloped during the planning period.” Lands not classified as vacant, partially-vacant, undevelopable, or public or exempt are considered developed.	OAR 660-009-005(1)

Step 3: Identify constraints

The commercial and industrial inventory uses development constraints consistent with guidance in OAR 660-009-0005(2). Most of the development constraints are the same as those used for residential lands. (The exception is steep slopes, which are defined as 15% or greater for employment lands and 25% or greater for residential lands.) Note that the previous EOA in 2013 used the 25% threshold for steep slopes. In the 2020 update, the PAC recommended using 15% to better reflect needs for development of employment land.

Constraint	Statutory Authority	Threshold	File name
-------------------	----------------------------	------------------	------------------

Goal 5 Natural Resource Constraints			
Regulated Wetlands	OAR 660-009-0005(2)	Within National Wetlands Inventory	NWI
Natural Hazard Constraints			
Floodways	OAR 660-009-0005(2)	Lands within FEMA FIRM identified floodway	Floodplains_and_Floodways
100 Year Floodplain	OAR 660-009-0005(2)	Lands within FEMA FIRM 100-year floodplain	Floodplains_and_Floodways
Steep Slopes	OAR 660-009-0005(2)	Slopes greater than 15%	TBD
Conservation Easements	OAR 660-009-0005(2)	Lands within conservation easements, as identified by City staff.	

These areas were treated as prohibitive constraints (unbuildable). All constraints were merged into a single constraint file, which was then used to identify the area of each tax lot that is constrained. These areas were deducted from lands that were identified as vacant or partially vacant.

Step 4: Verify inventory results

As with the residential BLI, ECONorthwest used a multi-step verification process. This included review of aerial imagery, discussion and verification with City staff, and review of 2013 EOA results.

Step 5: Tabulate and map results

The results of the commercial BLI are presented in tabular and map format in Chapter 5.

Appendix B. Employment on Other Land and Employment Density

This appendix presents research and findings that ECONorthwest completed to provide rationale for employment density and “refill” and redevelopment assumptions for the 2020 update of the City of McMinnville’s EOA. It presents empirical analysis of existing employment densities in McMinnville and information on assumptions used for EOAs in comparison cities noted in *Exhibit 1*.

Exhibit 1. Cities used for comparison to the City of McMinnville by population and county

City	Population (2018 PSU Estimate)	County
Ashland	20,815	Jackson
Newberg	23,795	Yamhill
Redmond	29,190	Deschutes
Grants Pass	37,285	Josephine
Albany	53,145	Linn & Benton
Corvallis	59,280	Benton
Bend	89,505	Deschutes

In addition, with the 2013 EOA, the City also previously collected comparative data from other cities and the 2001/03 EOA for employment density and “refill” and redevelopment factors. That is summarized in Figure 40 of the 2013 EOA, which is also attached at the end of this document. It also includes guidelines from DLCD’s Goal 9 Guidebook. The City elected to add additional comparable cities to the analysis as three of the five cities in Figure 40 are metro cities with considerably different economic development opportunities and strategies.

Employment on Other (Non-Vacant) Land

ECONorthwest compiled information from the comparison cities on assumptions used in each city’s EOA for employment that doesn’t require vacant commercial or industrial land. (This corresponds to step 6 in the EOA summary matrix.) The 2013 McMinnville EOA used an overall assumption for employment on non-vacant land of 17%. Exhibit 2 summarizes assumptions used in other Oregon comparison cities.

Exhibit 2. Employment on other land assumptions for comparison cities

City	Emp. on Other Land	Rationale/Approach	Date
Ashland	20%	Empirical analysis of capacity on redevelopable lands.	2007
Newberg	5% (retail only)	Empirical analysis. (See Figure 40 on pg. 85 of 2013 McMinnville EOA)	2006
Redmond	10%	Reasonable judgement. (pg. 5-29).	2005
Grants Pass	10%	Reasonable judgement based on comparison areas. (pg. 8-46)	2007
Albany	0%	Redevelopment was accounted for in the BLI, so they did not account for it again in the forecast. (pg. 11)	2005
Corvallis	Industrial: 11% Retail: 12% Office: 29%	Reasonable judgement based on available buildable land. (pg. 4-56)	2016
Bend		Note: Bend used a site-based approach for estimating land need. We do not recommend this approach.	2016

DLCD's Goal 9 workbook presented guidelines of 85-90% growth on vacant land, based on 10-15% refill and redevelopment cited as a rule of thumb.

The effect of applying refill and redevelopment rates to existing developed land is to implicitly increase the employment density on those lands. Employment density is discussed further in the next section, but must be evaluated together with assumptions about refill and redevelopment. As discussed in the next section, the observed density of employment in commercial and industrial plan designations is currently about 10 employees/net acre in industrial plan designations (down slightly from the 2013 EOA) and 23 employees/net acre in commercial plan designations (up slightly from the 2013 EOA). Exhibits 3A-3C show the effective densities resulting from applying 17%, 10%, and 5% of new employment to developed commercial and industrial sites.

For industrial employment, this ranges from absorbing between 96 to 325 additional employees from present through 2041, and increasing to absorb between 191 to 650 additional employees from present through 2067 on *currently* developed properties. This would increase the employment density for these sites from 10 employees/acre to between 11 to 12 employees/acre.

For commercial development, this ranges from absorbing between 295 to 1,003 additional employees from present through 2041, and increasing to absorb between 619 to 2,103 additional employees from present through 2067 on *currently* developed properties. This would increase the employment density for these sites from 23 employees/acre to between 25 to 29 employees per acre.

Exhibit 3A. Effective Employment Densities with 17% Refill/Redevelopment Assumption on Current Developed Commercial and Industrial Sites

Plan Designation	Covered Employment by Plan Des.	Total Emp. Calc. by Plan Des.	Net Unconstrained Developed Acres in Plan Designation	Effective Employment per Net Acre on Current Developed, Non-Vacant Sites						
				Current Calc Emp Density	17% of Add'l Emp to 2041	Tot Emp Exist Sites by Plan Des. In 2041	Emp. Density Exist Sites with 17% of emp to 2041	17% of Add'l Emp to 2067	Tot Emp Exist Sites by Plan Des. In 2067	Emp. Density Exist Sites with 17% of emp to 2067
Industrial	3,422	4,485	428	10	325	4,810	11	650	5,135	12
Commercial	6,245	8,184	357	23	1,003	9,187	26	2,103	10,287	29

Exhibit 3B. Effective Employment Densities with 10% Refill/Redevelopment Assumption on Current Developed Commercial and Industrial Sites

Plan Designation	Covered Employment by Plan Des.	Total Emp. Calc. by Plan Des.	Net Unconstrained Developed Acres in Plan Designation	Effective Employment per Net Acre on Current Developed, Non-Vacant Sites						
				Current Calc Emp Density	10% of Add'l Emp to 2041	Tot Emp Exist Sites by Plan Des. In 2041	Emp. Density Exist Sites with 10% of emp to 2041	10% of Add'l Emp to 2067	Tot Emp Exist Sites by Plan Des. In 2067	Emp. Density Exist Sites with 10% of emp to 2067
Industrial	3,422	4,485	428	10	191	4,676	11	383	4,868	11
Commercial	6,245	8,184	357	23	590	8,774	25	1,237	9,421	26

Exhibit 3C. Effective Employment Densities with 5% Refill/Redevelopment Assumption on Current Developed Commercial and Industrial Sites

Plan Designation	Covered Employment by Plan Des.	Total Emp. Calc. by Plan Des.	Net Unconstrained Developed Acres in Plan Designation	Effective Employment per Net Acre on Current Developed, Non-Vacant Sites						
				Current Calc Emp Density	5% of Add'l Emp to 2041	Tot Emp Exist Sites by Plan Des. In 2041	Emp. Density Exist Sites with 5% of emp to 2041	5% of Add'l Emp to 2067	Tot Emp Exist Sites by Plan Des. In 2067	Emp. Density Exist Sites with 5% of emp to 2067
Industrial	3,422	4,485	428	10	96	4,581	11	191	4,676	11
Commercial	6,245	8,184	357	23	295	8,479	24	619	8,803	25

Both the industrial and commercial employment densities have remained nearly the same over time: from the 2001/03 EOA, the empirical calculations in the 2013 EOA, and the empirical calculations in the current analysis. Industrial densities have decreased slightly from about 11 employees/acre to about 10 employees/acre. Commercial densities have increased slightly from about 22 employees/acre to about 23 employees/acre.

The 2001/03 EOA used variable assumptions for refill/redevelopment, with 17% for industrial, 15% for commercial, and 13% for institutional, while the 2013 EOA increased these all to 17%.

Average employment densities don't appear to have increased consistent with those rates. Actual changes compared to assumptions about refill/redevelopment of the existing developed sites may be the result of:

- Refill/redevelopment has not occurred, or has occurred at lower rates than assumed in McMinnville's prior EOAs
- Employment densities of existing businesses may have declined, through reduction of employees or through expansion of facilities without commensurate increases in employment densities
- Increases in employment density in some cases may have been offset by reductions in employment density in other cases

Potential reasons may include:

- Increases in automation, where operations occupy the same space, but with fewer employees
- More new businesses/new land use of types with the same or lower employment densities than previous business' employment densities
 - Potential increases in area devoted to storage, cold storage, warehousing, and distribution, some of which may increase together with surrounding agricultural uses.
 - Potential increases in area devoted to indoor grow operations, potentially further increasing from the growth of industrial hemp production.¹¹⁶

The dynamics of new job creation should also be considered in evaluating refill and redevelopment.

- How strongly is job growth correlated with the size or age of a business? How much job growth is created through newer start-ups vs. long-term growth of more established businesses? How many smaller entrepreneurial businesses intend to grow to be larger businesses vs. remain smaller?
- While there may be capacity to add employees within established space for existing businesses, new businesses may need their own facilities that can't be located within the facilities of other businesses. Some existing businesses may retain partially vacant sites in the event they need to expand. Some businesses will require ownership of their land and facilities rather than leasing space on existing developed sites.

An assumption of 5% industrial refill/redevelopment would result in an increase in employment density from about 10 emp/ac to about 11 emp/ac on existing developed sites. This is generally consistent with McMinnville's historic trends.

¹¹⁶ <https://www.forbes.com/sites/andrebourque/2019/01/31/how-hemp-is-moving-oregon-marijuana-to-an-indoor-grow-crop/#10ff80b960ed>

The empirical calculated density for commercial sites in the 2013 EOA was 22 emp/acre, but an aspirational policy of 26 emp/acre was adopted. Any of the three scenarios calculated above (5%, 10%, or 17%) for refill/redevelopment on *currently* developed sites would result in an increase in density on these sites that would exceed currently observed densities, ranging from 24 to 26 emp/acre by 2041. Carrying over the 17% assumption from the 2013 EOA would mean an assumed employment density of 29 emp/acre on these sites by 2067, compared to the current 23 emp/acre, and exceeding even the aspirational overall assumption of 26 emp/acre used in the 2013 EOA. An assumption of 5% commercial refill/redevelopment would result in an increase in employment density from 23 emp/ac to 25 emp/ac on these sites in 2067.

Recommended approach and assumptions

This update could simply carry forward the 17% refill/redevelopment assumption from the 2013 EOA for all categories, but the analysis of empirical data, calculations of effective density, and comparisons with other cities and the DLCDC Goal 9 Guidebook suggest that assumption is high, and that McMinnville hasn't achieved this historically. Further, even if that level of refill/redevelopment had been achieved historically, carrying over an assumption for each planning period would have a compounding effect of assuming unlimited, successively higher capacity of the same existing developed sites to absorb more employment each time. This would push the employment density for those developed lands up each planning cycle, where infill and redevelopment would have already theoretically occurred and increased in each previous planning cycle.

A reasonable assumption would be 5% refill/redevelopment for both commercial and industrial employment, which is what we would recommend. This would result in an increase in employment density on currently developed sites, still exceeding the empirical employment densities from the 2013 EOA.

The assumed 17% refill/redevelopment rate from the 2013 EOA would be an aspirational assumption that exceeds the empirical densities and exceeds the aspirational density from the 2013 EOA. It is an estimate that we don't anticipate will be achieved, and is higher than most comparisons. The 2001/03 EOA refill/redevelopment assumption of 17% for industrial and 15% for commercial is another aspirational assumption that hasn't been observed historically.

The tables below show the result of the 5%, 10%, and 17% refill/redevelopment assumptions for comparison for the 2021-2041 period.

The government land use type is excluded from the remaining employment forecast calculations, as we account for government employment in calculations for other land needs.

Exhibit 4a. Estimate of new employment that will require vacant land, McMinnville UGB, 2021 to 2041 (17% Assumption)

Land Use Type	New Employment Growth	Emp. on Other Land	New Emp. on Vacant Land
Industrial	1,667	283	1,384
Retail Commercial	383	65	318
Office & Commercial Services	3,346	569	2,777
Tourism Services	1,269	216	1,053
Total	6,665	1,133	5,532

Exhibit 4b. Estimate of new employment that will require vacant land, McMinnville UGB, 2021 to 2041 (10% Assumption)

Land Use Type	New Employment Growth	Emp. on Other Land	New Emp. on Vacant Land
Industrial	1,667	167	1,500
Retail Commercial	383	38	345
Office & Commercial Services	3,346	335	3,011
Tourism Services	1,269	127	1,142
Total	6,665	667	5,998

Exhibit 4c. Estimate of new employment that will require vacant land, McMinnville UGB, 2021 to 2041 (5% Assumption)

Land Use Type	New Employment Growth	Emp. on Other Land	New Emp. on Vacant Land
Industrial	1,667	83	1,584
Retail Commercial	383	19	364
Office & Commercial Services	3,346	167	3,179
Tourism Services	1,269	63	1,206
Total	6,665	332	6,333

Employment Density

ECONorthwest completed an empirical analysis of the overall employment density in commercial and industrial areas, as well as in sample areas for the following land use types included in the employment forecast—industrial, office commercial, and retail commercial.¹¹⁷ The 2013 McMinnville EOA used the following assumptions for employment density:

- **Industrial:** 11 employees per acre
- **Commercial:** 26 employees per acre

The 2013 EOA included an empirical analysis of employment density. The 11 employee/acre industrial density was the empirical calculated density. The empirical commercial employment density was 22 employees per acre. The 26 employee/acre density was an aspirational, policy-based assumption.

In the PAC materials provided for the meeting on September 5, 2019, we completed a sensitivity analysis for employment density based on the 2013 EOA assumptions. The analysis shows the effect of a 10% increase and 10% decrease of the 2013 employment density assumptions and the range of resulting needed acreage. The PAC requested further research based on existing employment density in McMinnville. The results of that analysis are provided in this section.

Overall employment density for existing employment in McMinnville

The analysis of overall employment density for commercial and industrial areas included lots identified as “developed” in the buildable lands inventory (BLI) and summarized the employment per acre on these sites by plan designation (commercial or industrial land only). Land in wetlands was removed from the acreage calculation to better account for land used for employment. We calculated employment density, expressed here as total employees per acre, by dividing the number of employees on developed sites in commercial and industrial plan designations by the acreage (less wetlands) of those developed sites. The results of this calculation were:

- **Industrial:** 10 employees per acre
- **Commercial:** 23 employees per acre

Exhibit 5 shows the results of applying these employment density assumptions for the remaining land use types.

¹¹⁷ The other land use types—tourism services and government—were excluded from the sample area analysis. The PAC will be discussing site characteristics. The sites needed for tourism services are typically similar to the needs for retail commercial. Thus, it is reasonable to assume the same employment density for both tourism services and retail commercial. Government employment will not require vacant commercial and industrial land, so we did not analyze employment density for this land use type.

Exhibit 5a. Estimate of future land demand for new employment (plan designation approach), McMinnville UGB, 2021 to 2041, after 17% deduction

Land Use Type	New Emp. on Vacant Land	Employees per Acre (Net Acres)	Land Demand (Net Acres)	Land Demand (Gross Acres)
Industrial	1,467	10	147	156
Retail Commercial	337	23	15	18
Office & Commercial Services	2,945	23	128	156
Tourism Services	1,117	23	49	59
Total	5,866		338	389

Exhibit 5b. Estimate of future land demand for new employment (plan designation approach), McMinnville UGB, 2021 to 2041, after 10% deduction

Land Use Type	New Emp. on Vacant Land	Employees per Acre (Net Acres)	Land Demand (Net Acres)	Land Demand (Gross Acres)
Industrial	1,500	10	150	160
Retail Commercial	345	23	15	18
Office & Commercial Services	3,011	23	131	160
Tourism Services	1,142	23	50	61
Total	5,998		346	398

Exhibit 5c. Estimate of future land demand for new employment (plan designation approach), McMinnville UGB, 2021 to 2041, after 5% deduction

Land Use Type	New Emp. on Vacant Land	Employees per Acre (Net Acres)	Land Demand (Net Acres)	Land Demand (Gross Acres)
Industrial	1,584	10	158	169
Retail Commercial	364	23	16	19
Office & Commercial Services	3,179	23	138	169
Tourism Services	1,206	23	52	64
Total	6,333		365	420

While this approach provides a reasonable indication of employment densities in McMinnville, the mix of types of employment on sites may affect the overall result (i.e., not all employment in industrial areas is classified as industrial employment). However, these results align with comparable areas and previous guidelines for calculating employment density, and are therefore reasonable assumptions for the purposes of the EOA.

Sample area employment density for existing employment in McMinnville

ECONorthwest also analyzed sample areas representative of employment in McMinnville by land use type. City staff assisted in choosing these areas for further analysis based on local knowledge as well as requirements for data confidentiality. Again, we calculated the employment density by dividing the number of total employees in each sample area by the total acreage of the sample area site. The results by land use type were:

- **Industrial:** 11 employees per acre
- **Office commercial:** 29 employees per acre
- **Retail commercial:** 19 employees per acre

Similar to the first approach to calculate overall employment density, a sample area approach also has limitations. Sample areas, by definition, do not provide information on employment density across McMinnville. However, these areas were chosen based on a representation of typical employment areas in McMinnville. Limitations in data availability, reporting, and confidentiality also present limitations in results.

The results of both approaches align with results from other studies in comparable cities, as well as the guidelines in DLCD's *Industrial and Other Employment Lands Analysis—Basic Guidebook*, which states:

“Typical employment densities per net acre range from 8 - 12 jobs for industrial; 14 - 20 jobs for commercial; and 6 - 10 jobs for institutional/other jobs.”

The next section provides background information on employment density assumptions used in cities that are comparable to McMinnville.

Exhibit 6 shows the results of applying these employment density assumptions for the remaining land use types.

Exhibit 6a. Estimate of future land demand for new employment (sample area approach), McMinnville UGB, 2021 to 2041, after 17% deduction

Land Use Type	New Emp. on Vacant Land	Employees per Acre (Net Acres)	Land Demand (Net Acres)	Land Demand (Gross Acres)
Industrial	1,384	11	126	134
Retail Commercial	318	19	17	20
Office & Commercial Services	2,777	29	96	117
Tourism Services	1,053	19	55	68
Total	5,532		294	339

Exhibit 6b. Estimate of future land demand for new employment (sample area approach), McMinnville UGB, 2021 to 2041, after 10% deduction

Land Use Type	New Emp. on Vacant Land	Employees per Acre (Net Acres)	Land Demand (Net Acres)	Land Demand (Gross Acres)
Industrial	1,500	11	136	145
Retail Commercial	345	19	18	22
Office & Commercial Services	3,011	29	104	127
Tourism Services	1,142	19	60	73
Total	5,998		319	367

Exhibit 6c. Estimate of future land demand for new employment (sample area approach), McMinnville UGB, 2021 to 2041, after 5% deduction

Land Use Type	New Emp. on Vacant Land	Employees per Acre (Net Acres)	Land Demand (Net Acres)	Land Demand (Gross Acres)
Industrial	1,584	11	144	153
Retail Commercial	364	19	19	23
Office & Commercial Services	3,179	29	110	134
Tourism Services	1,206	19	63	77
Total	6,333		336	388

Employment density comparison

City of McMinnville staff provided ECONorthwest with a list of cities typically used for comparison purposes. The cities and their population are listed in Exhibit 7.

Exhibit 7. Cities used for comparison to the City of McMinnville by population and county

City	Population (2018 PSU Estimate)	County
Ashland	20,815	Jackson
Newberg	23,795	Yamhill
Redmond	29,190	Deschutes
Grants Pass	37,285	Josephine
Albany	53,145	Linn & Benton
Corvallis	59,280	Benton
Bend	89,505	Deschutes

Each city listed above has completed an EOA between 2005 and 2016. Methodologies for each EOA varied, and information related to employment density assumptions was not consistently reported. The assumptions document in each EOA are listed in Exhibit 8, along with a description of the rationale or approach used for arriving at the employment density numbers, if available. These approaches generally fell into two categories, either (1) a reasonable judgement based on comparable cities or (2) an empirical analysis of existing employment density or other metric.

Exhibit 8. Employment densities for comparison cities

City	Employment Density (employees per acre)			Rationale/Approach	Date
	Industrial	Commercial	Retail		
Ashland	12	17	--	Reasonable judgement/comparison (pg. C-6)	2007
Newberg	11	21	21	Empirical analysis (pg. 84 McMinnville 2013 EOA)	2010
Redmond	5 (low) – 12 (high)	12 (low) – 20 (high)	--	Empirical analysis/comparison (pg. 5-29)	2005
Grants Pass	10	17	17	Reasonable judgement/comparison (pg.8-47)	
Albany	12	--	20	Reasonable judgement/comparison (pg 11)	2007
Corvallis	10	35	25	Empirical analysis (pg 4-60)	2016
Bend	--	--	--	<i>Note: Bend did not use an EPA approach for the 2016 EOA.</i>	2016

Recommended assumptions and approach

The results of the empirical analysis are within reasonable ranges for employment densities. Exhibit 9 shows the recommended approach of 11 employees per acre for industrial and 23 employees per acre for all other land use types. It would also be possible to use the commercial density as a total control for the commercial subcategories and allocate a proportion of the total acreage to each subcategory based on the share from the sampled employment densities if preferred, but we believe this method is reasonable.

Exhibit 9. Estimate of future land demand for new employment (recommended approach), McMinnville UGB, 2021 to 2041, after 5% refill/redevelopment deduction

Land Use Type	New Emp. on Vacant Land	Employees per Acre (Net Acres)	Land Demand (Net Acres)	Land Demand (Gross Acres)
Industrial	1,584	11	144	153
Retail Commercial	364	23	16	19
Office & Commercial Services	3,179	23	138	169
Tourism Services	1,206	23	52	64
Total	6,333		351	405

These calculations do not include the government land needs, which are calculated separately.

During discussion of site characteristics, a portion of the commercial uses will be split out and assigned to neighborhood-serving commercial and services to be located in neighborhood areas.

Figure 40. Comparative Employment Density & Redevelopment Factors

Reference	Employment Density (Jobs per Acre)	% of Job Growth on Vacant Employment Land
2001 McMinnville EOA	11 industrial 22 commercial 35 institutional	83% industrial 85% commercial 87% institutional (based on factors including 1-5% requires no non-res built space or land, 5-7% on existing developed land, and 5% vacancy rate)
DLCD Goal 9 Guidebook (2005)	8-12 industrial 14-20 commercial 6-10 institutional & other (demand for net acres; also noted is that each acre can accommodate 10-15 jobs for general commercial and office-park industrial, 20 for offices in non-metro downtowns & suburban settings)	85-90% job growth on vacant land (based on 10-15% use of vacant or redeveloped buildings cited as general rule of thumb)
Salem-Keizer Metro Area Regional EOA 2012-2032 (May 2011)	Forecast densities @: 20 light industrial (above 12-15 current) 36 general office (reflecting current average with range from 27 in retail areas to 73 in Salem central business area) Retail/personal service uses forecast not by jobs per acre (but @ 0.30 FAR)	95% industrial 83% general office (based on assumption that 5% of industrial and 17% of office new employment will locate in existing space or sites not requiring new land; EOA also notes that "there is no study that quantifies how much employment is commonly accommodated in existing built space over a 20-year period in a city.")
Albany EOA Update (2007)	12 industrial 20 commercial retail/services 10 government	100% job growth on vacant land (was at 90% with 2000 EOA @ 10% refill rate but adjusted to 0% rate as the updated 2007 BLI already accounted for infill and redevelopment on supply side of analysis)
Newberg EOA (2010)	11 industrial (including 10% increase in density as efficiency measure) 21 commercial retail & office (overall average with office calculated @ 40% FAR & avg 201 sf/job; retail estimated @ 14.8 net buildable acres per 1,000 new households)	See density for industrial Office appears to assume 100% development on vacant land Retail assumes 95% use of vacant land (with 5% assumed for infill & redevelopment)
City of Beaverton Final Draft EOA (2010)	18 general industrial 10 warehouse 23 flex/business park 58 office 30 retail 38 institutional (@ Metro method of jobs/bldg sf & FAR for densities)	94.2% industrial 92.7% commercial (calculated for excess vacancy above 6% target normalized rate with excess figures at 5.8% industrial, 7.3% commercial)
Metro Urban Growth Report (2009)	6 general industrial & warehouse 23 flex/business park 46 office 27 retail 27 institutional (Calculated using jobs/bldg sf & FAR for densities; @ low end of spectrum for outer ring suburbs)	80-90% general industrial, warehouse & flex/business park (10-20% refill) 70% office (30% refill) 40-70% retail (or 30-60% refill with most (generally @ lower end of refill rates) 60-65% institutional (or 35-40% refill) (Eange for outer ring suburbs, 2015-30 time period)

Sources: From documents prepared by ECONorthwest, Johnson-Gardner and E. D. Hovee & Company, LLC.

Appendix C. Other Site Needs

Use	Description or Example*	Land Need	EDSP Reference or Other Reference	Employment/Acreage Adjustment	Notes
1. Community Center/ Recreation Facility	Update, improve, expand and add recreational facilities that serve the community's needs including a Community Center and Aquatic Center.	10 acres	3.2.2	<p>22 Employees net increase for additional programs</p> <p>(In addition to assuming no net change with transfer of existing FTE from old to new location).</p> <p><i>Source: Parks Director</i></p>	<p>The description in the EDSP wasn't explicit regarding a public or private facility. Therefore, for purposes of the EOA, this wasn't initially assigned to public land. The City's feasibility analysis work is now underway, and this is calculated as a public facility.</p> <p>The Parks LOS of 14 acres/1000 population is for neighborhood parks, community parks, and greenways, and doesn't include this type of special use facility.</p> <p>For City of McMinnville non-park needs, the assumption was 7 additional acres for 2021-2041, including 4.5 acres for fire stations, plus 0.26 acres per 1,000 population. There is a need for 10 acres for a community center and aquatic center, which alone would exceed the total additional need already identified for the 20-year period, unless it could be sited on land already owned by the City. The feasibility analysis has not yet progressed to the siting criteria / site selection phase, so there hasn't been a determination about location.</p> <p>Therefore, at this time, the proposal retains an assumption of an additional 10 acre land need. If it is later determined the facility can be sited on property already owned by the city, then the additional 10 acres could be removed from this category, and accordingly, no further deduction of employment would be made for calculating the land need associated with the use, as it wouldn't be separately classified as an 'other needed site.'</p>

2. Outdoor Stage/ Amphitheater	Examples: Britt, Jacksonville Cuthbert, Eugene Bi-Mart, Central Point Les Schwab, Bend	5 acres plus parking (Assume parking is co-located and shared with other use)	3.2.1	15 Full Time, 45 Seasonal, (60 total payroll June-September). 30 Employees. Tot Adj for Annual Average. <i>Source: Britt Festival (2,200 seating capacity)</i>	If an amphitheater is to serve a tourism-driving economic development function that would attract artists on a tour circuit, it would need to be sized to meet the minimum criteria for seating capacity necessary to reflect the realities of ticket sales. Of the four such examples evaluated for facility size, Britt was at the low end of seating capacity, at 2,200. Several of these are located in public parks and operated by separate operators. The location within a park helps allow for shared parking facilities. Therefore, the size estimate is just for the amphitheater, and not for the additional land needed for venue parking.
3. Arts and culture focused event center	Example: Chehalem Cultural Center, Newberg	3.5 acres	3.3	7 Full Time + 2 FTE estimated as 8 Part-Time = 15 Employees <i>Source: Chehalem Cultural Center</i>	This item combines items which are separately identified in the EDSP (community art space, collaborative studio, cooperative gallery, arts and culture-focused event center).
4. Evergreen Aviation and Space Museum	Support existing facilities Based on facilities in master plan for site	27 acres	(3.3)	Master Plan Facilities: Adventure Park (50 person capacity): 6 Lodge (96 rooms) 45 Other: Admin Building, Restoration Building, <u>Support Building,</u> <u>Student Housing</u>): 6 Sum: 57 Employees	In the EDSP, a single strategy discusses assisting efforts of uses including Evergreen and the Yamhill County Heritage Museum. However, since the EOA effort is focused on the UGB, the language used in the EOA related to this item has been revised to discuss only the Evergreen property which is in the UGB, to clarify the land-use aspects of this item pertaining to the UGB focus on Evergreen and not the Heritage Museum, which is not in the UGB. The employment estimate relates to the master plan for the property.
5. Wings and Waves	Opportunities for growth and expansion	Location- specific land need at existing partially vacant site. See above.	6.3	See above.	For purposes land needs discussion, this is discussed in the context of the overall larger Evergreen properties, without separately discussing site needs separately for Evergreen and Wings & Waves. Therefore, the needs discussed for “Evergreen” above are inclusive of the property for Wings & Waves.
6. Conference Center	40,000 sf conference space, accommodation, and parking:	5 acres	6.4	13 Employees <i>Source: Feasibility Analysis</i>	

7. Food hub and public market	Focused on local craft foods & beverages	3.5 acres	3.2.2	13 Employees <i>Source: USDA "Regional Food Hub Resource Guide"</i>	The referenced resource guide indicates that the average number of employees created by a food hub is 13 employees.
8. Makerspace/ innovation hub/ fabrication center	Supports local innovation & entrepreneurial ecosystem	2 acres	6.3	3 Employees + Contracted Services <i>Source: Talent Maker City</i>	Talent Maker City is a nonprofit organization that operates a makerspace in Talent, Oregon, in the heart of their downtown. They have two full-time employees and one part-time employee. They also contract with independent contractors, including retired teachers and specialists in their fields to conduct classes and workshops.
TOTAL		56 acres (total)		<u>Average Annual Employment:</u> Community Center: 22 (net) Amphitheater: 30 Arts & Culture Center: 15 Evergreen + Wings & Waves: 57 Conference Center: 13 Food Hub: 13 <u>Makerspace: 3</u> Sum: 153 Employees 153 Employees @ 23 emp/acre = 7 acres 56 acres - 11 acres = net increase of 49 acres for other needed sites, over acres calculated from average employees/acre	





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

STAFF REPORT

DATE: July 11, 2023
TO: Jeff Towery, City Manager
FROM: Matt Bernards, Engineering Technician
SUBJECT: Bid Award – FY23/24 Orchard Ave Storm Main Replacement

Report in Brief:

This action is the consideration of a resolution to award a public improvement contract in the amount of \$60,047.50 to Haworth, Inc. for the Orchard Ave Storm Main Replacement, Project 2023-5.

Background:

The existing corrugated metal storm main has failed and there is a large sink hole on the private property at 2803 NE Orchard Ave. This construction contract is to replace the failed pipe and restore the ground above it.

Discussion:

At 2:00 pm on June 30th, four bids were received, opened, and read for the Orchard Ave Storm Main Replacement, Project 2023-5. The results are tabulated as follows:

Bidder	Total Bid Amount
Haworth Inc	\$60,047.50
Turney Excavating	\$74,750.00
Wurdinger Excavation	\$76,366.75
Pacific Excavation	\$81,625.00

The bids were evaluated for completeness and compliance with the bidding requirements. The bids met the requirements. A detailed breakdown of the bids received are on file at the Engineering Department.

The bid from Haworth, Inc. in the amount of \$60,047.50 was deemed to be the lowest responsible and responsive bid.

The project is expected to start July 24th, 2023 and be complete by August 31st, 2023.

Attachments:

1. Resolution
2. Bid Comparison
3. Contract
4. Vicinity Map
5. Storm Pipeline Easement

Fiscal Impact:

The funds for this project are included in the adopted FY23/24 Wastewater Services Fund (75) budget with an amount of \$100,000.00. Haworth's bid of \$60,047.50 is under the budgeted amount.

Recommendation:

Staff recommends that the City Council award the contract for the Orchard Ave Storm Main Replacement, Project 2023-5, to Haworth, Inc. at the unit prices outlined in the Contractor's Proposal, with a total estimated cost of \$60,047.50.

RESOLUTION NO. 2023-42

A Resolution authorizing the City Manager to enter into a contract with Haworth, Inc. for the procurement, construction and installation of the Orchard Ave Storm Main Replacement, Project 2023-5.

RECITALS:

Whereas, The City’s public storm main has failed and created a large sink hole on private property; and

Whereas, At 2:00 PM on June 30th, 2023, four bids were received, opened, and read for the Orchard Ave Storm Main Replacement, Project 2023-5. The bid for Haworth, Inc., in the amount of \$60,047.50, met all of the bid requirements and should be considered the lowest responsible and responsive bid; and

Whereas, Funding for this project is included in the adopted FY24 Wastewater Services Fund (75). The amount in the budget is \$100,000.00. The bid from Haworth of \$60,047.50 is under budget.

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

1. That entry into a contract with Haworth, Inc. in the amount of \$60,047.50 for the Orchard Ave Storm Main Replacement. Project 2023-5 is hereby approved.
2. The City Manager is hereby authorized and directed to execute the Construction Contract.
3. That this resolution shall take effect immediately upon passage and shall continue in full force and effect until modified, revoked, or replaced.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 11th day of July, 2023 by the following votes:

Ayes: _____

Nays: _____

Approved this 11th day of July 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

Orchard Ave Storm Main Replacement - Bid Results

					Haworth Inc		Turney Excavating		Wurdinger Excavating		Pacific Excavation	
Bid Item	ODOT/APWA Spec Section	Description	Quantity	Units	Price / Quantity	Total Cost	Price / Quantity	Total Cost	Price / Quantity	Total Cost	Price / Quantity	Total Cost
10	00210	Mob, Bonds & Insurance	1	LS	\$400.00	\$400.00	\$12,500.00	\$12,500.00	\$3,000.00	\$3,000.00	\$16,000.00	\$16,000.00
20	00445	36" ADS SaniTite pipe, Class A Backfill	155	LF	\$361.50	\$56,032.50	\$370.00	\$57,350.00	\$426.45	\$66,099.75	\$375.00	\$58,125.00
30	00445	36" ADS SaniTite pipe, Class B Backfill	10	LF	\$361.50	\$3,615.00	\$490.00	\$4,900.00	\$726.70	\$7,267.00	\$750.00	\$7,500.00
Total Cost						\$60,047.50	\$74,750.00		\$76,366.75		\$81,625.00	

CITY OF McMinnville CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) for the 2803 NE ORCHARD AVE STORM MAIN REPLACEMENT Project (“Project”) is made and entered into on this 11th day of July 2023 (“Effective Date”) by and between the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and Haworth, Inc., an Oregon Corporation (286669-80) (hereinafter referred to as “Contractor”).

RECITALS

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

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

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

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

AGREEMENT

Section 1. Contract Documents

This Contract includes and incorporates by reference all of the foregoing Recitals and all of the following additional “Contract Documents”: Specifications and Contract Documents for the Orchard Ave Storm Main Replacement Project, dated 6/6/2023, including Plans and Details bound separately; Contractor’s Bid submitted in response thereto; Oregon Department of Transportation 2021 Oregon Standard Specifications for Construction; and Special Provisions to ODOT Standards. Contractor must be familiar with all of the foregoing and comply with them. Any conflict or inconsistency between the Contract Documents shall be called to the attention of the City by Contractor before proceeding with affected Work. All Contract Documents should be read in concert and Contractor is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

Section 2. Term

The term of this Contract shall be from the Effective Date until all work required to be performed hereunder (“Work”) is completed and accepted, or no later than August 31, 2023,

whichever occurs first, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City. Contractor shall diligently perform the Work according to the requirements identified in the Scope of Work.

Section 3. Contractor's Work

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

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

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

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

Section 4. Contract Sum and Payment

4.1. Except as otherwise set forth in this **Section 4**, the City agrees to pay Contractor a not to exceed unit price of SIXTY THOUSAND FORTY-SEVEN DOLLARS AND FIFTY CENTS (\$60,047.50) for performance of the Work ("Contract Sum"). Any compensation in excess of the Contract Sum will require an express written Change Order between the City and Contractor. Unit Prices are as more particularly described in the Contract Documents.

4.2. During the course of Contractor's performance, if the City, through its Project Manager, specifically requests Contractor to provide additional services that are beyond the Scope of Work described in the Contract Documents, Contractor shall provide such additional services and bill the City a reasonable agreed upon fee, pursuant to a written Change Order, executed in compliance with the provisions of **Section 23**.

4.3. Contractor will be paid for Work for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above

timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Contractor as promptly as is reasonably possible. Final payment will be held until completion of the final walkthrough, as described in **Section Error! Reference source not found.**

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

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

Section 5. Prevailing Wages

This is a Contract for a Public Works Project, subject to ORS 279C.800 to 279C.870. Therefore not less than the current applicable state prevailing wage must be paid on this Project. Wage rates for this project are those published by the Bureau of Labor and Industries (BOLI), effective July 5, 2023, and all subsequent amendments. The BOLI prevailing wage rate for public works contracts can be found at the following website: http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx. Because this is a public works contract subject to payment of prevailing wages, each worker in each trade or occupation employed in the performance of the Work, either by Contractor, a subcontractor, or other person doing or contracting to do, or contracting for the whole or any part of the Work, must be paid not less than the applicable state prevailing wage for an hour's work in the same trade or occupation in the locality where such labor is performed, in accordance with ORS 279C.838 and 279C.840, if applicable. Contractor must comply with all public contracting wages required by law. Contractor and any subcontractor, or their sureties, shall file a certificate of rate of wage as required by ORS 279C.845. If the City determines at any time that the prevailing rate of wages has not been or is not being paid as required herein, it may retain from the moneys due to Contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and may also cancel the Contract for breach. Contractor shall be liable to the workers affected for failure to pay the required rate of wage, including all fringe benefits under ORS 279C.840(5). Contractor must include a contract provision in compliance with this paragraph in every subcontract and shall require each subcontractor to include it in subcontract(s).

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

Section 6. Reports to Department of Revenue

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

Section 7. City's Rights and Responsibilities

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

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

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

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

7.5. Award of this Contract is subject to budget appropriation. Funds are approved for Fiscal Year 2023-24. If not completed within this fiscal year, funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this Contract early, as described in **Section 20**.

Section 8. City's Project Manager

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

Section 9. Contractor's Project Manager

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

Section 10. Project Information

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

Section 11. Duty to Inform

If at any time during the performance of this Contract, Contractor becomes aware of actual or potential problems, faults, environmental concerns, or defects in the Project or Scope of Work, or any portion thereof; or of any nonconformance with federal, state, or local laws, rules, or regulations; or if Contractor has any objection to any decision or order made by the City with respect to such laws, rules, or regulations, Contractor shall give prompt written notice thereof to the City's Project Manager. Any delay or failure on the part of the City to provide a written response to Contractor shall neither constitute agreement with nor acquiescence to Contractor's statement or claim, nor constitute a waiver of any of the City's rights.

Section 12. Subcontractors and Assignments

12.1. Unless expressly authorized in writing by the City, pursuant to **Subsection 13.3**, Contractor shall not subcontract with others for any of the Work prescribed herein. Contractor shall not assign any of Contractor's rights acquired hereunder without obtaining prior written approval from the City. Some Work may be performed by persons other than Contractor, provided Contractor advises the City of the names of such subcontractors and the services which they intend to provide, and the City specifically agrees, in writing, to such subcontracting. Contractor acknowledges such services will be provided to the City pursuant to a subcontract(s) between Contractor and subcontractor(s) and no privity of contract exists between the City and the subcontractor(s). Unless otherwise specifically provided by this Contract, the City incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any attempted assignment of this Contract without the written consent of the City shall be void. Except as otherwise specifically agreed, all costs for services performed by others on behalf of Contractor shall not be subject to additional reimbursement by the City.

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

Section 13. Contractor's Responsibilities

In addition to the Contractor's Responsibilities set forth in the General Conditions, included in the Contract Documents, and 2021 Oregon / APWA Standard Specifications for Construction. Contractor also agrees to the following, some of which may also be set forth in the General Conditions:

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

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

13.3. The City understands and agrees that Contractor may request that some Work be performed on the Project by persons or firms other than Contractor, through a subcontract with Contractor. Contractor acknowledges that if such Work is provided to the City pursuant to a subcontract(s) between Contractor and those who provide such services, Contractor may not utilize any subcontractor(s), or in any way assign its responsibility under this Contract, without first obtaining the express written consent of the City. In all cases, processing and payment of billings from subcontractors is solely the responsibility of Contractor. References to "subcontractor" in this Contract mean a subcontractor at any tier.

13.4. Contractor shall be responsible for, and defend, indemnify, and hold the City harmless against, any liability, cost, or damage arising out of Contractor's use of such subcontractor(s) and subcontractor's negligent acts, errors, or omissions. Unless otherwise agreed to, in writing, by the City, Contractor shall require that all of Contractor's subcontractors also comply with, and be subject to, the provisions of this **Section 13** and meet the same insurance requirements of Contractor under this Contract.

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

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

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

regulations and administrative rules established pursuant to the foregoing laws; and (j) all other applicable requirements of federal civil rights and rehabilitation statutes, rules, and regulations.

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

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

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

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

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

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

13.14. Contractor agrees that if Contractor or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with this Contract within thirty (30) days after receiving payment from the City or a contractor, Contractor or the first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten (10) day period within which payment is due under ORS 279C.580(3)(a) and ending upon final payment, unless payment is subject to a good faith

dispute as defined in ORS 279C.580. The rate of interest on the amount due shall be calculated in accordance with ORS 279C.515(2). The amount of interest may not be waived.

13.15. Contractor agrees that if Contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with this Contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

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

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

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

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

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

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

13.19. For personal/professional service contracts, as designated under ORS 279A.055, instead of 13.17.1, 13.17.2, and 13.17.3 above, a laborer shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC §§ 201 to 209 from receiving overtime.

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

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

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

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

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

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

Section 14. Subcontractor Requirements

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

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

14.1.2. An interest penalty clause that obligates Contractor, if payment is not made within 30 days after receipt of payment from the City, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause outlined in **Subsection 14.1.1** above. A contractor or first-tier subcontractor may not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when payment was due is that the contractor or first-tier subcontractor did not receive payment from the City or Contractor when payment was due. The interest penalty period shall begin on the day after the required payment date and end on the date on which payment of the amount due is made and shall be computed at the rate specified in ORS 279C.515(2).

14.2. Contractor must include in each subcontract, as a condition of performance of such contract, a provision requiring the first-tier subcontractor to include a payment clause and interest penalty clause, conforming to the standards set forth in **Subsections 14.1.1 and 14.1.2** above, in each of its subcontracts and requiring that the same clauses be included in any of the first-tier subcontractors' subcontracts with a lower-tier subcontractor or supplier.

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

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

Section 15. Environmental Laws

15.1. Contractor shall perform all Work in compliance with permits for the Project issued by the US Army Corp of Engineers, Oregon Department of State Lands, and Oregon Department of Environmental Quality, and shall maintain a copy of these permits on the job site at all times.

15.2. In compliance with the provisions of ORS 279C.525, the following is a list of federal, state, and local agencies, of which the City has knowledge, that have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

FEDERAL AGENCIES:

Forest Service	Agriculture, Department of
Defense, Department of	Soil Conservation Service
Environmental Protection Agency	Army Corps of Engineers
Bureau of Sport Fisheries and Wildlife	Interior, Department of
Bureau of Land Management	Bureau of Outdoor Recreation
Bureau of Reclamation	Bureau of Indian Affairs
Occupational Safety and Health Administration	Labor, Department of
Coast Guard	Transportation, Department of
	Federal Highway Administration

STATE AGENCIES:
Environmental Quality, Department of
Forestry, Department of
Human Resources, Department of
Soil and Water Conservation Commission
State Land Board

Agriculture, Department of
Fish and Wildlife, Department of
Geology and Mineral Industries, Department of
Land Conservation and Development Commission
National Marine Fisheries Service (NMFS)
State Engineer
Water Resources Board

LOCAL AGENCIES:
County Courts
Port Districts
County Service Districts
Water Districts

City Council
County Commissioners, Board of
Metropolitan Service Districts
Sanitary Districts
Fire Protection Districts

This list may not be all-inclusive, and it is the responsibility of Contractor to know all applicable laws and to comply with them in the performance of this Contract.

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

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

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

Section 16. Indemnity

16.1. Indemnification. Contractor acknowledges responsibility for liability arising out of the performance of this Contract, and shall defend, indemnify, and hold the City harmless from any and all liability, settlements, loss, costs, and expenses in connection with any action, suit, or claim resulting or allegedly resulting from Contractor's negligent acts, omissions, errors, or willful or reckless misconduct pursuant to this Contract, or from Contractor's failure to perform its responsibilities as set forth in this Contract. The review, approval, or acceptance by the City, its Project Manager, or any City employee of documents or other work performed, prepared, or submitted by Contractor shall not be considered a negligent act, error, omission, or willful misconduct on the part of the City, and none of the foregoing shall relieve Contractor of its responsibility to perform in full conformity with the City's requirements, as set forth in this Contract, and to indemnify the City as provided above and to reimburse the City for any and all costs and damages suffered by the City as a result of Contractor's negligent performance of this Contract, failure of performance hereunder, violation of state or federal laws, or failure to adhere to the standards of performance and care described in **Subsection 16.2**. Contractor shall defend the City (using legal counsel reasonably acceptable to the City) against any claim that alleges negligent acts, omissions, errors, or willful or reckless misconduct by Contractor. As used herein, the term "Contractor" applies to Contractor and its own agents, employees, and suppliers.

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

Section 17. Insurance

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

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

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

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

coverage. This shall include Employer’s Liability Insurance with coverage limits of not less than **\$500,000** each accident.

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

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

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

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

Section 18. Bonding Requirements

18.1. Payment and Performance Bonds. No payment or performance bonds are required for this Contract.]

18.2. Public Works Bond. Pursuant to ORS 279C.830(2), before starting work on this Contract or any subcontract hereunder, Contractor and all subcontractors, unless exempt under ORS 279C.836(4), (7), (8), or (9), must have on file with the Construction Contractors Board a public works bond with a corporate surety authorized to do business in the State of Oregon in the minimum amount of **\$30,000**. The bond must provide that the Contractor or subcontractor

will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond must be a continuing obligation, and the surety's liability for the aggregate of claims that may be payable from the bond may not exceed the penal sum of the bond. The bond must remain in effect continuously until depleted by claims paid under ORS 279C.836, unless the surety sooner cancels the bond. Contractor further certifies that Contractor will include in every subcontract a provision requiring a subcontractor to 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).

Section 19. Warranty

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

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

19.3. If Contractor, after written notice, fails within **ten (10) days** to proceed to comply with the terms of this section, the City may have the defects corrected, and Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City's Project Manager, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor, and Contractor or Contractor's surety shall pay the cost of repairs. Failure of the City's Project Manager to act in case of an emergency shall not relieve Contractor or Contractor's surety from liability and payment of all such costs.

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

Section 20. Early Termination; Default

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

20.1.1. By mutual written consent of the parties;

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

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

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

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

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

Section 21. Suspension of Work

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

Section 22. Final Completion and Liquidated Damages

22.1. Contractor's Project Manager and City's Project Manager shall conduct a final inspection of the Project when Contractor believes the Work is complete, and create a project corrections list ("punch list") of any remaining items to be completed before the Final Completion date of August 31, 2023. All punch list items must be fully addressed and corrected on or before the Final Completion date.

22.2. The City and Contractor recognize that time is of the essence of this Contract and that the City will suffer financial loss and public detriment if all Work is not fully completed by August 31, 2023, plus any extensions thereof granted, in writing, by the City. Both parties also recognize the delays, expenses, and difficulties involved in proving in a legal proceeding the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount of Five-Hundred Dollars (\$500) per day for each and every day that expires after August 31, 2023. Retainage will not be released before Final Completion is established.

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

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

Section 23. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Contractor. A modification is a written document, contemporaneously executed by the City and Contractor, which increases or decreases the cost to the City over the agreed Contract Sum in **Section 4** of this Contract, or changes or modifies the Scope of Work or the time for performance. In the event Contractor receives any communication of whatsoever nature from the City, which communication

Contractor contends gives rise to any modification of this Contract, Contractor shall, within five (5) days after receipt, make a written request for modification to the City's Project Manager in the form of a Change Order. Contractor's failure to submit such written request for modification in the form of a Change Order shall be the basis for refusal by the City to treat said communication as a basis for modification or to allow such modification. In connection with any modification to this Contract affecting any change in price, Contractor shall submit a complete breakdown of labor, material, equipment, and other costs. If Contractor incurs additional costs or devotes additional time on Project tasks, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Change Order. To be enforceable, the Change Order must describe with particularity the nature of the change, any delay in time the Change Order will cause, or any increase or decrease in the Contract Sum. The Change Order must be signed and dated by both Contractor and the City before the Change Order may be implemented.

Section 24. Dispute Resolution

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

Section 25. Access to Records

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

Section 26. Property of the City

26.1. Originals or certified copies of the original work forms, including but not limited to documents, performed or produced by Contractor under this Contract shall be the exclusive property of the City and shall be delivered to the City prior to final payment. Any statutory or common law rights to such property held by Contractor as creator of such work shall be conveyed to the City upon request without additional compensation.

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

Section 27. Notices

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

To City: City of McMinnville
Attn: Matt Bernards
230 NE Second Street
McMinnville, OR 97128

To Contractor: Haworth, Inc.
Attn: Troy Haworth
13500 SW Hwy 99W
McMinnville, OR 97128

Section 28. Miscellaneous Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

28.14. Number, Gender and Captions. In construing this Contract, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All

captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Contract.

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

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

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

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

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

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

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

CONTRACTOR:

CITY:

CITY OF McMinnville

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

Employer I.D. No. _____

APPROVED AS TO FORM:

City Attorney
City of McMinnville, Oregon

CITY OF McMinnville, Oregon

2803 NE Orchard Ave Storm Main Replacement Project No. 2023-5

The Oregon Standard Specifications for Construction (2021 Edition) are applicable to the work on this project. The following City of McMinnville standard 00100 specification section is applicable to the work corresponding with Division 1. The 2021 Edition is applicable to the work corresponding with subsequent divisions.

TABLE OF CONTENTS

PART 00100 - GENERAL CONDITIONS

Section 00110 - Organization, Conventions, Abbreviations, and Definitions

00110.00 Organization of Specifications	1
00110.05 Conventions Used Throughout the Specifications Include	1
00110.10 Abbreviations	2
00110.20 Definitions	4

Section 00120 - Bidding Requirements and Procedures

00120.00 Prequalification of Bidders	13
00120.01 General Bidding Requirements	13
00120.05 Request for Plans, Special Provisions, and Bid Booklets.....	15
00120.10 Bid Booklet.....	15
00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered.....	15
00120.16 Material, Equipment, and Method Substitutions.....	16
00120.17 Use of Agency-Owned Land for Staging or Storage Areas.....	16
00120.20 Interpretation of Quantities in Bid Schedule	17
00120.25 Subsurface Investigations	17
00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids	17
00120.40 Preparation of Bids.....	17
00120.45 Submittal of Bids	19
00120.60 Revision or Withdrawal of Bids	20
00120.65 Opening and Comparing Bids	20
00120.70 Rejection of Nonresponsive Bids	20
00120.80 Reciprocal Preference for Oregon Resident Bidders	21
00120.90 Disqualification of Bidders.....	21
00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder	21

Section 00130 - Award and Execution of Contract

00130.00 Consideration of Bids	22
00130.10 Award of Contract	22
00130.15 Right to Protest Award	23
00130.20 Cancellation of Award	23
00130.30 Contract Booklet.....	23
00130.40 Contract Submittals.....	23
00130.50 Execution of Contract and Bonds.....	24
00130.60 Failure to Execute Contract and Bonds.....	25
00130.70 Release of Bid Guaranties	25
00130.80 Project Site Restrictions	25
00130.90 Notice to Proceed.....	25

Section 00140 - Scope of Work

00140.00 Purpose of Contract	26
00140.10 Typical Sections	26
00140.20 Thickness	26
00140.30 Agency-Required Changes in the Work	26
00140.40 Differing Site Conditions.....	26
00140.50 Environmental Pollution Changes	27
00140.60 Extra Work	27
00140.65 Disputed Work.....	27
00140.70 Cost Reduction Proposals.....	27
00140.80 Use of Publicly Owned Equipment.....	28

Section 00150 - Control of Work

00150.00 Authority of the Engineer.....	30
00150.01 Project Manager's Authority and Duties	30
00150.02 Inspector's Authority and Duties.....	30
00150.10 Coordination of Contract Documents	31

00150.15	Construction Stakes, Lines, and Grades	31
00150.25	Acceptability of Materials and Work	32
00150.30	Delivery of Notices	32
00150.37	Equipment Lists and Other Submittals	34
00150.40	Cooperation and Superintendence by the Contractor	34
00150.50	Cooperation with Utilities.....	35
00150.55	Cooperation with Other Contractors.....	36
00150.60	Construction Equipment Restrictions	37
00150.70	Detrimental Operations	37
00150.75	Protection and Maintenance of Work During Construction.....	37
00150.80	Removal of Unacceptable and Unauthorized Work.....	38
00150.90	Final Inspection.....	38
00150.91	Post-Construction Review.....	38
00150.95	Final Acceptance.....	38
00150.96	Maintenance Warranties and Guarantees.....	39
00150.97	Responsibility for Materials and Workmanship	39
 Section 00160 - Source of Materials		
00160.00	Definitions	40
00160.01	Notification of Source of Supply and Materials.....	40
00160.10	Ordering, Producing, and Furnishing Materials.....	40
00160.20	Preferences for Materials	40
00160.30	Agency-Furnished Materials	41
00160.50	Agency-Controlled Land; Limitations and Requirements	41
00160.60	Contractor-Furnished Materials and Sources.....	42
00160.70	Requirements for Plant Operations	42
00160.80	Requirements for Sources of Borrow and Aggregate.....	42
 Section 00165 - Quality of Materials		
00165.01	Rejected Materials	44
00165.02	Materials Conformance and Quality Compliance Documents	44
00165.03	Testing by Agency.....	44
00165.04	Costs of Testing	44
00165.10	Materials Acceptance Guides	44
00165.20	Materials Specifications and Test Method References	44
00165.30	Field-Tested Materials.....	45
00165.35	Nonfield-Tested Materials	46
00165.40	Statistical Analysis	46
00165.50	Statistical Acceptance Sampling and Testing	46
00165.70	Use of Materials without Acceptable Materials Conformance Documents	47
00165.75	Storage and Handling of Materials.....	47
00165.80	Measurement	47
00165.90	Incidental Basis.....	47
00165.91	Fabrication Inspection Expense	47
 Section 00170 - Legal Relations and Responsibilities		
00170.01	Other Agencies Affecting Agency Contracts	49
00170.02	Permits, Licenses, and Taxes	50
00170.04	Patents, Copyrights, and Trademarks.....	51
00170.05	Assignment of Antitrust Rights	51
00170.07	Record Requirements	52
00170.10	Required Payments by Contractors	54
00170.20	Public Works Bond.....	55
00170.32	Protection of Navigable Waters.....	55
00170.60	Safety, Health, and Sanitation Provisions	55
00170.61	Industrial Accident Protection.....	55
00170.62	Labor Nondiscrimination	56
00170.63	Payment for Medical Care.....	56
00170.65	Minimum Wage and Overtime Rates for Public Works Projects	56
00170.70	Insurance	58
00170.71	Independent Contractor Status	60
00170.72	Indemnity/Hold Harmless.....	60

00170.74	Employee Drug Testing Program	61
00170.79	Third Party Beneficiary	61
00170.80	Responsibility for Damage to Work	61
00170.82	Responsibility for Damage to Property and Facilities	63
00170.85	Responsibility for Defective Work.....	63
00170.89	Protection of Utility, Fire-control, and Railroad Property and Services; Repair; Roadway Restoration.....	65
00170.92	Fencing, Protecting Stock, and Safeguarding Excavations.....	65
00170.93	Trespass	66
00170.94	Use of Explosives.....	66

Section 00180 - Prosecution and Progress

00180.05	Assignment/Delegation of Contract.....	67
00180.06	Assignment of Funds Due under the Contract	67
00180.10	Responsibility for Contract	67
00180.15	Agency's Right to Do Work at Contractor's Expense	67
00180.20	Subcontracting Limitations	67
00180.21	Subcontracting	68
00180.22	Payments to Subcontractors and Agents of the Contractor	70
00180.30	Materials, Equipment, and Work Force	71
00180.31	Required Materials, Equipment, and Methods	71
00180.32	Alternative Materials, Equipment, and Methods	72
00180.40	Limitation of Operations	72
00180.41	Project Work Schedules	72
00180.42	Preconstruction Conference.....	80
00180.43	Commencement and Performance of Work	80
00180.50	Contract Time to Complete Work.....	80
00180.60	Notice of Delay.....	81
00180.65	Right-of-Way and Access Delays.....	81
00180.70	Suspension of Work	82
00180.80	Adjustment of Contract Time.....	82
00180.85	Failure to Complete on Time; Liquidated Damages	84
00180.90	Termination of Contract and Substituted Performance	85

Section 00190 - Measurement of Pay Quantities

00190.00	Scope.....	87
00190.10	Measurement Guidelines	87
00190.20	Contractor to Provide Vehicle Weigh Scales.....	88
00190.30	Plant Scales	90

Section 00195 - Payment

00195.00	Scope and Limit	92
00195.20	Changes to Plans or Character of Work.....	92
00195.30	Differing Site Conditions.....	92
00195.40	Unreasonable Delay by the Agency	93
00195.50	Progress Payments and Retained Amounts	93
00195.60	Advance Allowance for Materials on Hand.....	96
00195.70	Payment under Terminated Contract	97
00195.90	Final Payment	98
00195.95	Error in Final Quantities and Amounts	98

Section 00196 - Payment for Extra Work

00196.10	Negotiated Price.....	100
00196.20	Force Account.....	100

Section 00197 - Payment for Force Account Work

00197.00	Scope.....	101
00197.01	General	101
00197.20	Equipment.....	102
00197.30	Labor.....	104
00197.40	Invoices for Special Services	104
00197.80	Percentage Allowances.....	104

00197.90 Billings.....104

Section 00199 - Disagreements, Protests and Claims

00199.00 General 1
00199.10 Procedure for Resolving Disagreements..... 1
00199.20 Protest Procedure 1
00199.30 Claims Procedure..... 2
00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies 5
00199.50 Mediation 7
00199.60 Review of Determination Regarding Records 7

PART 00100 - GENERAL CONDITIONS

Section 00110 - Organization, Conventions, Abbreviations, and Definitions

00110.00 Organization of Specifications - The Specifications are comprised of the following:

- The "General Conditions for Construction for the City of McMinnville", published by the Agency, which contain Part 00100 "General Conditions", which deal with the solicitation process and contractual relationships.
- The "2021 Oregon Standard Specifications for Construction", which contain Parts 00200 through 03020, published by the Oregon Department of Transportation are the detailed "Technical Specifications" involved in prosecution of the Work, organized by subject matter; and
- The Special Provisions.

In addition, throughout the Specifications:

- Each Part is divided into Sections and Subsections.
- Reference to a Section includes all applicable requirements of the Section.
- When referring to a Subsection, only the number of the Subsection is used; the word "Subsection" is implied.
- Where Section and Subsection numbers are not consecutive, the interval has been reserved for use in the Special Provisions or future expansion of the Standard Specifications.

Conventions

00110.05 Conventions Used Throughout the Specifications Include:

(a) Grammar - The "General Conditions for Construction for the City of McMinnville", Part 00100 "General Conditions", is written in the indicative mood, in which the subject is expressed. The "2021 Oregon Standard Specifications for Construction", published by the Oregon Department of Transportation, which contain Parts 00200 through 03020, the detailed "Technical Specifications", are generally written in the imperative mood, in which the subject is implied. Therefore, throughout Parts 00200 through 03020, and on the Plans:

- The subject, "the Contractor", is implied.
- "Shall" refers to action required of the Contractor, and is implied.
- "Will" refers to decisions or actions of the Agency and/or the Engineer.
- The following words, or words of equivalent meaning, refer to the actions of the Agency and/or the Engineer, unless otherwise stated: "allowed", "directed", "established", "permitted", "ordered", "designated", "prescribed", "required", "determined".
- The words "approved", "acceptable", "authorized", "satisfactory", "suitable", "considered", and "rejected", "denied", "disapproved", or words of equivalent meaning, mean by or to the Agency and/or the Engineer, subject in each case to Section 00150 of the General Conditions.
- The words "as shown", "shown", "as indicated", or "indicated" mean "as indicated on the Plans".
- Certain Subsections labeled "Payment" contain statements to the effect that "payment will be made at the Contract amounts for the following items" (followed by a list of items). In such cases the Agency shall pay for only those Pay Items listed in the Schedule of Items.

(b) Capitalization of Terms - Capitalized terms, other than titles, abbreviations, and grammatical usage, indicate that they have been given a defined meaning in the Standard Specifications. Refer to Section 00110.20 "Definitions". Defined terms will always be capitalized in Part 00100; in Parts 00200 through 03020, defined terms will generally not be capitalized, with the notable exception of "the Contractor", "the Agency", and "the Engineer".

(c) Punctuation - In this publication the "outside method" of punctuation is employed for placement of the comma and the period with respect to quotation marks. Only punctuation that is part of the quoted matter is placed within quotation marks.

(d) References to Laws, Acts, Regulations, Rules, Ordinances, Statutes, Orders, and Permits - References are made in the text of the Specifications to "laws", "acts", "rules", "statutes", "regulations", "ordinances", etc. (collectively referred to for purposes of this Subsection as "Law"), and to "orders" and "permits" (issued by a governmental authority, whether local, State, or federal, and collectively referred to for purposes of this Subsection as "Permits"). Reference is also made to "applicable laws and regulations". The following conventions apply in interpreting these terms, as used in the Specifications.

- **Statutes and Rules** - Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR) referenced in the Specifications are accessible on line, including through the Oregon Legislative Counsel Committee web site and through the Oregon Secretary of State Archives Division web site.
- **Law** - In each case, unless otherwise expressly stated therein, the Law is to be understood to be the current version in effect, and as may be amended during the term of the Contract. This also applies where a specific Law is referenced or cited, regardless of whether the text of the Law has been included in the Specifications or not, and regardless of whether the text of the Law has been summarized or paraphrased. In each case, the current version, as may be amended, of the Law is applicable under any Contract. The reader is therefore cautioned to check the actual text of the Law to confirm that the text included in the Specifications has not been modified or superseded.
- **Permits** - Orders and permits issued by a government agency may be modified during the course of performing the Work under a Contract. Therefore, wherever the term "order" or "permit" is used in the Specifications, it is intended to refer to the then-current version. That version may be embodied in a modified, superseding order or permit, or it may consist of all terms and conditions of prior orders or permits that have not been superseded, as well as the additional terms added by amendment or supplement. In certain cases, the orders and/or permits are identified by name in the Specifications; in other cases the terms are used in the generic sense. The reader is cautioned to check the text(s) of each order and permit identified either by name or by generic reference.
- **Applicable Laws and Regulations** - Where the phrase "applicable laws and regulations" appears, it is to be understood as including all applicable laws, acts, regulations, administrative rules, ordinances, statutes, and orders and permits issued by a governmental or regulatory authority.

Abbreviations

00110.10 Abbreviations - Following are meanings of abbreviations used in the Standard Specifications, in the Special Provisions, on the Plans, and in other Contract Documents. Other abbreviations and meanings of abbreviations may be in the individual Sections of the Standard Specifications to which they apply, in the Special Provisions, and in OAR 731-005 and OAR 731-007.

AAR	- Association of American Railroads
AASHTO	- American Association of State Highway and Transportation Officials
ABC	- Associated Builders and Contractors, Inc.
AC	- Asphalt Concrete
ACI	- American Concrete Institute
ACP	- Asphalt Concrete Pavement
ACWS	- Asphalt Concrete Wearing Surface
ADAAG	- ADA Accessibility Guidelines
AGC	- Associated General Contractors of America
AIA	- American Institute of Architects
AISC	- American Institute of Steel Construction
AISI	- American Iron and Steel Institute
AITC	- American Institute of Timber Construction
ANSI	- American National Standards Institute
APA	- American Plywood Association
APWA	- American Public Works Association
ARA	- American Railway Association
AREA	- American Railway Engineering Association
ASCE	- American Society of Civil Engineers

ASME	- American Society of Mechanical Engineers
ASTM	- American Society for Testing and Materials
ATPB	- Asphalt Treated Permeable Base
AWG	- American Wire Gauge
AWPA	- American Wood Preservers Association
AWS	- American Welding Society
AWWA	- American Water Works Association
CAGT	- Certified Aggregate Technician
CAT-I	- Certified Asphalt Technician I
CAT-II	- Certified Asphalt Technician II
CBM	- Certified Ballast Manufacturers
CCO	- Contract Change Order
CCT	- Concrete Control Technician
CDT	- Certified Density Technician
CEBT	- Certified Embankment and Base Technician
CIPP	- Cured In Place Pipe
CMDT	- Certified Mixture Design Technician
CPF	- Composite Pay Factor
CRSI	- Concrete Reinforcing Steel Institute
CFR	- Code of Federal Regulations
CS	- Commercial Standard, Commodity Standards Division, U.S. Department of Commerce
D1.1	- Structural Welding Code - Steel, American Welding Society, current edition
D1.5	- Bridge Welding Code, American Welding Society, current edition
DBE	- Disadvantaged Business Enterprise
DEQ	- Department of Environmental Quality, State of Oregon
DOGAMI	- Department of Geology and Mineral Industries, State of Oregon
DSL	- Division of State Lands, State of Oregon
EAC	- Emulsified Asphalt Concrete
EPA	- U.S. Environmental Protection Agency
ESCP	- Erosion and Sediment Control Plan
FHWA	- Federal Highway Administration, U.S. Department of Transportation
FSS	- Federal Specifications and Standards, General Services Administration
GSA	- General Services Administration
HDPE	- High Density Poly Ethylene
I & I	- Inflow and Infiltration
ICEA	- Insulated Cable Engineers Association (formerly IPCEA)
IES	- Illuminating Engineering Society
IMSA	- International Municipal Signal Association
ISO	- International Standards Organization
ITE	- Institute of Transportation Engineers
JMF	- Job Mix Formula
MFTP	- Manual of Field Test Procedures (ODOT)
MIL	- Military Specifications
MSC	- Minor Structure Concrete
MUTCD	- Manual on Uniform Traffic Control Devices for Streets and Highways, FHWA, U.S. Department of Transportation
NEC	- National Electrical Code
NEMA	- National Electrical Manufacturer's Association
NESC	- National Electrical Safety Code
NIST	- National Institute of Standards and Technology
NPDES	- National Pollutant Discharge Elimination System
NPS	- Nominal Pipe Size (dimensionless)
OAR	- Oregon Administrative Rules
ODA	- Oregon Department of Agriculture
ODOT	- Oregon Department of Transportation
ORS	- Oregon Revised Statutes

OR-OSHA	- Oregon Occupational Safety and Health Division of the Department of Consumer and Business Services
OSHA	- Occupational Safety and Health Administration, U.S. Department of Labor
PCA	- Portland Cement Association
PCC	- Portland Cement Concrete
PCI	- Precast/Prestressed Concrete Institute
PCP	- Pollution Control Plan
PF	- Pay Factor of a constituent
PLS	- Professional Land Surveyor
PMBB	- Plant Mixed Bituminous Base
PROWAG	- Public Rights Of Way Accessibility Guidelines
PTI	- Post-Tensioning Institute
PUC	- Public Utility Commission, State of Oregon
PVC	- Polyvinyl Chloride
QA	- Quality Assurance
QC	- Quality Control
QCT	- Quality Control Technician
QL	- Quality Level
QPL	- Qualified Products List
RAP	- Reclaimed Asphalt Pavement
REA	- Rural Electrification Administration, U.S. Department of Agriculture
RMA	- Radio Manufacturers Association or Rubber Manufacturers Association
ROW	- Right Of Way
SAE	- Society of Automotive Engineers
SI	- International System of Units (Système Internationale)
SRCM	- Soil and Rock Classification Manual (ODOT)
SSPC	- Society for Protective Coatings
T	- Tolerances, AASHTO Test Method
TCP	- Traffic Control Plan
TM	- Test Method (ODOT)
TV	- Target Value
UBC	- Uniform Building Code (as adopted by the State of Oregon)
UL	- Underwriters Laboratory, Inc.
UPC	- Uniform Plumbing Code (as adopted by the State of Oregon)
USC	- United States Code
WAQTC	- Western Alliance for Quality Transportation Construction
WCLIB	- West Coast Lumber Inspection Bureau
WWPA	- Western Wood Products Association

Definitions

00110.20 Definitions - Following are definitions of words and phrases used in the Standard Specifications, in the Special Provisions, on the Plans, and in other Contract Documents. Other definitions may be in the individual Sections of the Standard Specifications to which they apply, in the Special Provisions, and in OAR 731-005 and OAR 731-007.

Act of God or Nature - A natural phenomenon of such catastrophic proportions or intensity as would reasonably prevent performance.

Addendum - A written or graphic modification, issued before the opening of Bids, which revises, adds to, or deletes information in the Solicitation Documents or previously issued Addenda.

Additional Work - Increased quantities of any Pay Item, within the scope of the Contract, for which a unit price has been established.

Advertisement - The public announcement (Notice to Contractors) inviting Bids for Work to be performed or Materials to be furnished.

Agency - The City of McMinnville which has entered into a Contract with the Contractor.

Agency-Controlled Lands - Lands owned by the Agency, or controlled by the Agency under lease or agreement, or under the jurisdiction and control of the Agency for the purposes of the Contract.

Aggregate - Rock of specified quality and gradation.

Attorney in Fact - An Entity appointed by another to act in its place, either for some particular purpose, or for the transaction of business in general.

Award - Written notification to the Bidder that the Bidder has been awarded a Contract.

Base - A Course of specified material of specified thickness placed below the Pavement.

Bid - A competitive offer, binding on the Bidder and submitted in response to an invitation to bid.

Bid Bond - The Surety bond for Bid guarantee.

Bid Booklet - The bound booklet included in the Solicitation Documents that contains the information identified in 00120.10.

Bid Closing - The date and time after which Bids, Bid modifications, and Bid withdrawals will no longer be accepted.

Bid Documents - See under Solicitation Document.

Bid Opening - The date and time Bids are opened.

Bid Schedule - The list of Pay Items, their units of measurement, and estimated quantities. (When a Contract is awarded, the Bid Schedule becomes the Schedule of Items.)

Bid Section - The portion of the Bid Booklet containing all pages after the Bidder's checklist and before the appendix.

Bidder - An Entity that submits a Bid in response to an invitation to bid.

Bike Lane - A lane in the Traveled Way, designated by striping and Pavement markings for the preferential or exclusive use of bicyclists.

Borrow - Material lying outside of planned or required Roadbed excavation used to complete Project earthwork.

Boulders - Particles of rock that will not pass a 12 inch square opening.

Bridge - A single or multiple span Structure, including supports, that carries motorized and non-motorized vehicles, pedestrians, or utilities on a Roadway, walk, or track over a watercourse, highway, railroad, or other feature.

Buttress - A rock fill placed at the toe of a landslide or potential landslide in order to resist slide movement.

Calendar Day - Any day shown on the calendar, beginning and ending at midnight.

Camber - A slight arch in a surface or Structure to compensate for loading.

Change Order - A written order issued by the Engineer to the Contractor modifying Work required by the Contract, or adding Work within the scope of the Contract, and, if applicable, establishing the basis of payment for the modified Work.

Changed Work - Work included in a Pay Item and within the scope of the Contract that is different from that reflected in the Contract Documents. (see 00140.30)

Class of Project - A designation based on a Project's funding source, i.e., State or Federal-Aid.

City - The City of McMinnville, Oregon, a municipal corporation.

Class of Work - A designation referring to the type of Work in which Bidders must be pre-qualified. Classes of Work are limited to those listed in ODOT's Contractor's Prequalification Application.

Clay - Soil passing a No. 200 sieve that can be made to exhibit plasticity (putty-like properties) within a range of water contents.

Clear Zone - Roadside border area, starting at the edge of the Traveled Way, that is available for safe use by errant vehicles. Establishing a minimum width Clear Zone implies that rigid objects and certain other hazards within the Clear Zone should be relocated outside the Clear Zone, or shielded, or remodeled to make them break away on impact or be safely traversable.

Close Conformance - Where working tolerances are given on the Plans or in the Specifications, Close Conformance means compliance with those tolerances. Where working tolerances are not given, Close Conformance means compliance, in the Engineer's judgment, with reasonable and customary manufacturing and construction tolerances.

Coarse Aggregate - Crushed Rock or crushed Gravel retained on a 1/4 inch sieve, with allowable undersize.

Cobbles - Particles of Rock, rounded or not, that will pass a 12 inch square opening and be retained on a 3 inch sieve.

Commercial Grade Concrete - Concrete furnished according to Contractor proportioning, placed in minor Structures and finished as specified.

Construction Contracts Unit – Agency's office that administers construction contracts

Contract - The written agreement between the Agency and the Contractor, including without limitation all Contract Documents, describing the Work to be completed and defining the rights and obligations of the Agency and the Contractor.

Contract Amount - Sum of the Pay Item amounts computed by multiplying the Pay Item quantities by the unit prices in the Schedule of Items.

Contract Documents - Solicitation Documents, Specifications, Plans, Contract booklet, Change Orders, Force Account Work orders, pay documents issued by the Agency, Materials certifications, Project Work schedules, final estimate, written orders and authorizations issued by the Agency, Material source development and reclamation plans, and permits, orders and authorizations obtained by the Contractor or Agency applicable to the Project, as well as all documents incorporated by reference therein.

Contract Time - The amount of time allowed to complete the Work under the Contract.

Contractor - The Entity awarded the Contract according to the solicitation.

Course - A specified Surfacing Material placed in one or more Lifts to a specified thickness.

Coverage - One Pass by a piece of Equipment over an entire designated area.

Cross Section - The exact image formed by a plane cutting through an object, usually at right angles to a central axis, to determine area.

Day - A Calendar Day including weekdays, weekends, and holidays, unless otherwise specified.

Durable Rock - Rock that has a slake durability index of at least 90% based on a two-cycle slake durability test, according to ASTM D 4644. In the absence of test results, the Engineer may evaluate the durability visually.

Emulsified Asphalt - Emulsified asphalt cement.

Emulsified Asphalt Concrete - A mixture of Emulsified Asphalt and graded Aggregate.

Engineer - The Engineer who represents the Agency and who is designated by the Agency to administer the contract.

Entity - A natural person capable of being legally bound, sole proprietorship, limited liability company, corporation, partnership, limited liability partnership, limited partnership, profit or nonprofit unincorporated association, business trust, two or more persons having a joint or common economic interest, or any other person with legal capacity to contract, or a government or governmental subdivision.

Equipment - All machinery, tools, manufactured products, and fabricated items needed to complete the Contract or specified for incorporation into the Work.

Establishment Period - The time specified to assure satisfactory establishment and growth of planted Materials.

Existing Surfacing - Pavements, slabs, curbs, gutters, walks, driveways, and similar constructions of bricks, blocks, portland cement concrete, bituminous treated materials, and granular surfacing materials on existing Highways.

Extra Work - Work not included in the Contract, but deemed by the Engineer to be necessary to complete the Project.

Final Completion - The completion of all of the work called for under the contract including but not limited to, if applicable, satisfactory operation of all equipment, by means of acceptance tests, correction of all punch list items to the satisfaction of the City, settlement of all claims, if any, payment and release of records of all construction and like liens, delivery of all guarantees, equipment operation and maintenance manuals, as-built drawings, building certificate required prior to occupancy, electrical certificates, mechanical certificates, plumbing certificates, all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction, and removal of all rubbish, tools, scaffolding, equipment, and surplus materials and equipment from the job site.

Final Acceptance - Written confirmation by the Agency that the Project has been completed according to the Contract, with the exception of latent defects and Warranty obligations, if any, and has been accepted.

Final Inspection - The inspection conducted by the Engineer to determine that the Project has been completed according to the Contract.

Fine Aggregate - Crushed Rock, crushed Gravel, or Sand that passes a 1/4 inch sieve, with allowable oversize.

First Notification - Written acknowledgment by the Engineer of the date on which workers employed by the Contractor or a Subcontractor have begun performance of the Contract, including Aggregate source development or erection of a plant, but not including installation of covered temporary signs according to Section 00222.

Force Account Work - Items of Extra Work ordered by the Engineer that are to be paid according to Section 00197.

Granular Material - Graded and selected free-draining material composed of particles of Rock, Sand, and Gravel.

Gravel - Particles of Rock, rounded or not, that will pass a 3 inch sieve and be retained on a No. 4 sieve.

Highway - Every road, street, thoroughfare and place, including bridges, viaducts and other structures within the boundaries of the State, open, used or intended for use by vehicular traffic.

Incidental - A term identifying those acts, services, transactions, property, Equipment, labor, Materials, or other items for which the Agency will make no separate or additional payment.

Inspector - The representative of the Engineer authorized to inspect and report on Contract performance.

Leveling - Placing a variable-thickness Course of Materials to restore horizontal and vertical uniformity to existing Pavements, normally continuous throughout the Project.

Lift - The compacted thickness of material placed by Equipment in a single Pass.

Lump Sum – A method of payment providing for one all-inclusive cost for the work or a particular portion of the work.

Local Public Agency (LPA) - See Agency.

Mandatory Source - A material source provided by the Agency from which the Contractor is required to obtain Materials. (see 00160.00(b) and 00160.40)

Materials - Any natural or manmade substance specified for use in the construction of the Project or for incorporation into the Work.

Median - The portion of a divided Highway separating traffic traveling in opposite directions.

Multiple Course Construction - Two or more Courses, exclusive of Patching or Leveling, placed over the entire Roadway width.

Multi-Use Path - That portion of the Highway Right-of-Way or a separate Right-of-Way, physically separated from motor vehicle traffic and designated for use by pedestrians, bicyclists and other non-motorized users.

Neat Line - Theoretical lines specified or indicated on the Plans for measurement of quantities.

Nondurable Rock - Rock that has a slake durability index of less than 90% based on a two-cycle slake durability test, as tested by ASTM D 4644, or Rock that is observed to readily degrade by air, water, and mechanical influence.

Notice to Contractors - The public announcement inviting Bids for Work to be performed or Materials to be provided.

Notice to Proceed - Written notice authorizing the Contractor to begin performance of the Work.

On-Site Work - Any Work taking place on the Project Site, including designated staging areas adjacent to the Project Site, except for installation of covered temporary signs according to Section 00222.

Organic Soil – A Soil with sufficient organic content to influence the Soil properties.

Panel – The width of specified Material being placed by Equipment in a single Pass.

Pass – One movement of a piece of Equipment over a particular location.

Patching – Placing a variable-thickness Course of Materials to correct sags, dips, and/or bumps to the existing grade and Cross Section, normally intermittent throughout the Project.

Pavement – Asphalt concrete or Portland cement concrete placed for the use of motor vehicles, bicycles, or pedestrians on Roadways, Shoulders, Multi-Use Paths and parking areas.

Pay Item (Contract Item) – A specific unit of Work for which a price is provided in the Contract.

Payment Bond – The approved security furnished by the Contractor's Surety as a guaranty of the Contractor's performance of its obligation to pay promptly in full all sums due for Materials, Equipment, and labor furnished to complete the Work.

Peat – A Soil composed primarily of vegetative matter in various stages of decomposition, usually with an organic odor, dark brown to black color, and a spongy consistency.

Performance Bond – The approved security furnished by the Contractor's Surety as a guaranty of the Contractor's performance of the Contract.

Plans – Standard and Supplemental Drawings, and approved unstamped and reviewed stamped Working Drawings. (see 00150.10 and 00150.35)

Project – The sum of all Work to be performed under the Contract.

Project Manager - The Engineer's representative who directly supervises the engineering and administration of a Contract.

Project Site - The geographical dimensions of the real property on which the Work is to be performed, including designated contiguous staging areas.

Proposal - A competitive offer, binding on the Proposer and submitted in response to a Request for Proposals issued pursuant to ORS 279C.400 to ORS 279C.410..

Prospective Source - A Material source provided by the Agency, from which the Contractor has the option of obtaining Materials. (see 00160.00(a) and 00160.40)

Publicly-Owned Equipment - Equipment acquired by a state, county, municipality or political subdivision primarily for use in its own operations.

Public Improvement Contract – The contract included in the Bid Booklet, which may also be titled "Construction Contract."

Public Traffic - Vehicular or pedestrian movement, not associated with the Contract Work, on a public way.

Punch List - A list prepared by the City of the Contractor's incomplete or uncorrected work.

Railroad - Publicly or privately owned rail carriers, including passenger, freight, and commuter rail carriers, their tenants, and licensees. Also, Utilities that jointly own or use such facilities.

Responsible Bidder - An entity that has submitted a Bid and meets the standards set for in the Contract Documents, and has not been disqualified by the City.

Responsive Bid - A Bid that substantially complies with the applicable solicitation procedures and requirements and the Contract Documents.

Right-of-Way - Land, property, or property interest, usually in a strip, acquired for or devoted to transportation or other public works purposes.

Roadbed - Completed excavations and embankments for the Subgrade, including ditches, side slopes, and slope rounding, if any.

Roadside - The area between the outside edges of the Shoulders and the Right-of-Way boundaries. Unpaved median areas between inside Shoulders of divided Highways and infield areas of interchanges are included.

Roadway - That portion of a Highway improved, designed, or ordinarily used for vehicular travel, exclusive of the berm or Shoulder. If a Highway includes two or more separate Roadways, the term "Roadway" refers to any such Roadway separately, but not to all such Roadways collectively. (see Traveled Way)

Rock - Natural deposit of solid material composed of one or more minerals occurring in large masses or fragments.

Sand - Particles of Rock that will pass a No. 4 sieve and be retained on a No. 200 sieve.

Schedule of Items - The list of Pay Items, their units of measurement, estimated quantities, and prices.

Schedule of Values - The breakdown of the values of the component elements comprising a lump sum Pay Item.

Second Notification - Written acknowledgment by the Engineer of the end of Contract Time according to 00180.50(g).

Shoulder - The part of a Roadbed contiguous to the Traveled Way or Roadway, whether paved or unpaved, for accommodating stopped vehicles, for emergency use and for lateral support of Base and surface Courses.

Signed or Signature - Any mark, work or symbol executed or adopted by an Entity evidencing an intent to be bound.

Silt - Soil passing a No. 200 sieve that is nonplastic or exhibits very low plasticity.

Single Course Construction - A wearing Course only, not including patching or leveling Courses or partial width Base Course.

Slope - Vertical distance to horizontal distance, unless otherwise specified.

Soil - Accumulations of particles produced by the disintegration of Rock, which sometimes contains organic matter. Particles may vary in size from Clay to Boulders.

Solicitation Document - Documents which define the procurement of a public improvement Project, including, but not limited to, the Bid Booklet, Agency-provided Plans, Standard Specifications, Special Provisions, Addenda, and which includes all documents incorporated by reference. May also be called Bid Documents.

Special Provisions - The special directions, provisions, and requirements specific to a Project that supplement or modify the Standard Specifications. Permits and orders governing the Project that are issued directly to the Agency by a governmental or regulatory authority are considered to be part of the Special Provisions, to the extent and under the conditions stipulated in the Special Provisions. This includes any amended or supplemental permits or orders issued during the course of performing the Work under a Contract.

Special Services - Work services that the Contractor and Engineer agree cannot be satisfactorily performed by the Contractor's and Subcontractors' forces, including, but not limited to, temporary traffic control, owner operated trucking, sawcutting, core drilling, vacuum excavation, arborist services, fabrication and machining work that is most effectively performed away from the Project Site, or rental of operated Equipment as defined in 00180.20(c).

Specifications - The Standard Specifications and Special Provisions, together with all provisions of other documents incorporated therein by reference.

Standard Drawings - The Agency-prepared detailed drawings for Work or methods of construction that normally do not change from project to project.

Standard Specifications - "General Conditions for Construction for the City of McMinnville" published by the Agency and "2021 Oregon Standard Specifications for Construction", Parts 00200 through 03020, published by the Oregon Department of Transportation and as amended by the Agency through the Special Provisions. It provides directions, provisions, and requirements necessary for performing public improvement projects.

State - The State of Oregon.

Structures - Bridges, retaining walls, endwalls, cribbing, buildings, culverts, manholes, catch basins, drop inlets, sewers, service pipes, underdrains, foundation drains, and other similar features which may be encountered in the Work.

Subbase - A Course of specified material of specified thickness between the Subgrade and a Base.

Subcontractor - An Entity having a direct contract with the Contractor or another Subcontractor, to perform a portion of the Work.

Subgrade - The top surface of completed earthwork on which Subbase, Base, Surfacing, Pavement, or a Course of other Material is to be placed.

Substructure - Those parts of a Structure which support the Superstructure, including bents, piers, abutments, and integrally built wingwalls, up to the surfaces on which bearing devices rest. Substructure also includes portions above bearing surfaces when those portions are built integrally with a Substructure unit (e.g., backwalls of abutments). When Substructure and Superstructure elements are built integrally, the division between Substructure and Superstructure is considered to be at the bottom soffit of the longitudinal or transverse beam, whichever is lower. Culverts and rigid frames are considered to be entirely Substructure.

Substantial Completion - The completion of the work to the extent that the City may have uninterrupted occupancy and use of the facility or specified portion thereof for the purpose for which intended. Substantial completion shall not be construed as acceptance of the work or any part thereof by the City.

Superstructure - Those parts of a Structure above the Substructure, including bearing devices.

Supplemental Drawings - The Agency-prepared detailed drawings for Work or methods of construction that are Project specific, and are denoted by title in the Project title block.

Supplier - The Entity that furnishes goods to be incorporated into the Work.

Surety - The Entity that issues the bond.

Surfacing - The Course or Courses of material on the Traveled Way, auxiliary lanes, Shoulders, or parking areas for vehicle use.

Third Notification - Written acknowledgment by the Engineer, that as of the date of the notification the Contractor has completed the Project according to the Contract, including without limitation completion of all minor corrective work, Equipment and plant removal, site clean-up, and submittal of all certifications, bills, forms and documents required under the Contract.

Ton - One short ton of 2,000 pounds (Ton, ton, Tn, or T).

Topsoil - Soil ready for use in a planting bed.

Traffic Lane - That part of the Traveled Way marked for moving a single line of vehicles.

Traveled Way - That part of the Highway for moving vehicles, exclusive of auxiliary lanes, berms and Shoulders.

Typical Section - That Cross Section established by the Plans which represents in general the lines to which the Contractor shall work in the performance of the Contract.

Unit Price - A contract item of work providing for payment based on a specified unit of measurement; e.g. lineal feet or tons.

Unsuitable Material - Frozen material, or material that contains organic matter, muck, humus, peat, sticks, debris, chemicals, toxic matter, or other deleterious materials not normally suitable for use in earthwork.

Utility - A line, facility, or system for producing, transmitting, or distributing communications, power, electricity, heat, gas, oil, water, steam, waste, storm water not connected with highway drainage, or any other similar commodity which directly or indirectly serves the public. The term may also mean the utility company, district, or cooperative owning and operating such facilities, including any wholly-owned or controlled subsidiary.

Warranty Bond - The approved security furnished by the Contractor's, Subcontractor's, or Supplier's Surety as a guaranty of the Contractor's performance of its warranty obligations.

Work - The furnishing of all Materials, Equipment, labor, and Incidentals necessary to successfully complete any individual Pay Item or the entire Contract, and the discharge of duties and obligations imposed by the Contract.

Work Day - Every Calendar day excluding Saturdays, Sundays and legal holidays as listed in ORS 187.010.

Worker - Any person performing work under the contract, including employees of the Contractor or subcontractor, and persons having full or partial ownership of the Contractor or subcontractor.

Working Drawings - Supplemental Plans, not furnished by the Agency, that the Contractor is required to submit to the Engineer. (see 00150.35)

Workplace Violence - Any act of physical, verbal or written aggression by an individual in or related to the work place and/or project sites. This includes, but is not limited to, verbal abuse, threats or intimidation and physical intimidation, assault or battery by a worker or former worker. Work place violence may also include destruction or abuse of property.

Section 00120 - Bidding Requirements and Procedures

00120.00 Responsibility and Qualifications of Bidders - To demonstrate the Bidder's responsibility to perform the project work, each Bidder must be prepared to submit within five days after the Bid opening, upon the City's request, detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below or elsewhere in these documents. Each Bid must contain evidence of Bidder's qualification to do business in the state of Oregon or covenant to obtain such qualification prior to award of the contract. The City may require submission of a prequalification package, pursuant to ORS 279C.450, on a project by project basis.

00120.01 General Bidding Requirements -

(a) City Representative - The City's representative for the project, who assumes duties and responsibilities and has rights and authority assigned in the Contract Documents in connection with completion of this project in accordance with the Contract Documents, shall be listed in the Invitation to Bid.

(b) Reference is made to the Public Improvement Contract and the Standard Terms and Conditions for Public Improvement Contracts for identification of additional contract provisions required by the State of Oregon in connection with this contract.

(c) Concerning those reports of conditions at or contiguous to the site which have been utilized by the City in preparation of the Contract Documents; the bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

(d) Concerning those drawings utilized by the City in preparation of the Contract Documents; the Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information. The Bidder is responsible for obtaining any investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or finishing of the project work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and finishing the project work in accordance with the time, price and other terms and conditions of the Contract Documents.

(e) The submission of a Bid will constitute an incontrovertible representation by the Bidder:

- That without exception the Bid is premised upon performing and furnishing the project work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents;
- That the Bidder has given the City written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by the City are acceptable to the Bidder;
- That the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

(f) Availability of Lands for Work - The lands upon which the project work is to be performed, rights-of-way and easements for access thereto, and other lands designated for use in performing the project work, shall be supplied by the City.

(g) Interpretations and Addenda - All questions about the meaning or intent of the Contract Documents are to be directed to the City or City's Representative. Interpretations or clarifications considered necessary by the City in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the City as having received the Bidding Documents. Questions received less than five days prior to the

date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City or City's Representative.

(h) Bid Schedule/Bid Form - The bid schedule is included with the Bidding Documents; additional copies may be obtained from the City Representative. All blanks on the bid schedule must be completed by clearly printing in ink or by typewriter, or by filling in the bid spreadsheet, if provided. Changes may be made provided that the Bidder initials all changes.

(i) All items in the bid schedule shall be completed in full showing a unit or lump sum price or prices for each and every item. The price per item shall be clearly shown in the space provided. The pricing shall be extended to show the total when required.

(j) The extensions in the column headed "TOTAL COST" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.

(k) Drug Testing Program - By signing and submitting a Bid to the City, the Bidder shall certify that it has an employee drug testing program in place.

(l) Non-discrimination Certification - By signing and submitting a Bid to the City, Bidder certifies that bidder has not discriminated and will not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.

(m) Opening of Bids - Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted, at the time for the Bid Opening stated in the Invitation to Bid.

(n) Bids to Remain Subject to Acceptance - All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the City may, in its sole discretion, release any Bid and return the Bid security prior to that date.

(o) Award of Contract:

1. The City reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if the City believes that it would not be in the best interest of the City to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the City. The City also reserves the right to waive all informalities not involving price, time, or changes in the project work and to negotiate contract terms with the Successful Bidder. Discrepancies between words and figures will be resolved in favor of the words. Bidders responding to this Invitation to Bid do so solely at their expense, and the City is not responsible for any Bidder expenses associated with the Invitation to Bid. By submitting a Bid, Bidders agree that doing so is at their own risk and the City shall have no liability related thereto. The City is not liable for any cost incurred by a Bidder in protesting any portion of the Solicitation Documents or the City's selection decision.

2. In evaluating Bids, the City will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid or prior to the Notice of Award.

3. The City may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the project work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Contract Documents. The City also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the project work when such data is required to be submitted prior to the Notice of Award.

4. The City may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed

Subcontractors, Suppliers and other persons and organizations to perform and furnish the project work, in accordance with the Contract Documents, to the City's satisfaction, within the prescribed time.

5. If the contract is to be awarded, it will be awarded to the lowest responsive and responsible Bidder whose evaluation by the City indicates that the award will be in the best interests of the City.

6. If the contract is to be awarded, the City will give Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

(p) Signing of Public Improvement Contract - When the City gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Public Improvement Contract with all other written Contract Documents attached. Within seven (7) days thereafter, the Contractor shall sign and deliver the required number of counterparts of the Public Improvement Contract and attached documents to the City with the required liability and workers compensation insurance certificates, and payment and performance bonds. Within thirty (30) days thereafter, the City shall deliver one fully signed counterpart to the Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

00120.05 Request for Plans, Special Provisions, and Bid Booklets:

(a) Copies of the Contract Documents may be obtained from City's website <https://www.mcminvilleoregon.gov/rfps>.

(b) The Contractor shall use complete sets of Contract Documents in preparing the Bid; the City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

(c) The City, in making copies of Contract Documents available on the above terms, does so only for the purpose of obtaining Bids for the project work and does not confer a license or grant for any other use.

00120.10 Bid Booklet - The Bid Booklet may include, but is not limited to:

- Invitation to Bid
- Bidder's Checklist
- Bid
- First Tier Subcontractor Disclosure Form
- Bid Bond
- Public Improvement Contract
- Payment Bond
- Performance Bond
- General Conditions
- Special Provisions
- Revisions to Standard Specifications
- Technical Specifications
- Appendix, which includes required time-sensitive forms such as Restoration Release Form, sample forms, Prevailing Wage Rates, and other informational pages
- Construction Plans

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered - Before submitting a Bid, Bidders shall make a careful visual examination of the site of the proposed Work, the Bid Booklet, Plans, and Specifications. Bidders shall also contact Utility owners to verify all Utilities' anticipated involvement on the Project Site. Bidders shall also review any subsurface investigation material referenced in 00120.25 that may be available and conduct additional investigation of any unusual condition apparent during the visual site examination. As soon as reasonably practicable after noting any such unusual condition, Bidder shall notify Agency, in writing, of any such unusual condition and

the additional investigation undertaken by Bidder. Submission of a Bid will constitute confirmation that the Bidder has examined the Project and finds the Plans and Specifications to be sufficiently detailed and accurate to enable Bidder to properly perform the Work and understands the conditions to be encountered in performing the Work and all requirements of the Contract.

The Bidder is responsible for loss or unanticipated costs suffered by the Bidder because of the Bidder's failure to examine the site and become fully informed about all conditions of the Work, or failure to request clarification of Plans and Specifications Bidder believes to be erroneous or incomplete.

Any clarification of Plans and Specifications needed by the Bidder shall be requested in writing through the Engineer. Unless the procurement period is shorter than one week, requests for changes or clarification shall be submitted at least five days prior to the date of Bid Closing. The Agency will respond to each request at least 72 hours prior to the date of Bid Closing. If the Procurement period is less than seven days, requests shall be submitted within one day after the Procurement is issued and the Agency will issue its response to each such request at least 24 hours prior to Bid Closing. Failure to timely request clarification or changes shall be deemed acceptance of all of the terms and conditions of the Procurement. Oral explanations or interpretations given before receiving Bids for a Project will not be binding. To be binding, interpretation of the Plans and Specifications by the Agency must be made by written Addendum furnished to all Holders of Bidding Plans according to 00120.30. Notification of erroneous or incomplete Plans or Specifications shall also be submitted to the Engineer. Such notification shall also be made in sufficient time for the Agency to make any necessary modifications and issue Addenda to Bidders prior to Bid Closing.

00120.16 Material, Equipment, and Method Substitutions - When the Contract specifies certain Materials, Equipment, and/or methods, the Bidder shall include those Materials, Equipment, and/or methods in the Bid unless the Engineer has issued an Addendum granting approval to substitute. The procedure for requesting approval is as follows:

- (a) **Written Request** - If a Bidder proposes to use Materials, Equipment and/or methods other than those specified, the Bidder shall send a written request to the Engineer, at least 7 Calendar Days prior to Bid Opening, including complete descriptive and technical information on the proposed Materials, Equipment and/or methods.
- (b) **Functional Similarity** - Materials and Equipment proposed for substitution shall be similar in design, and equal or better in quality and function to those specified.
- (c) **Manufacturer's Information** - If manufacturers' brochures or information is needed, the Bidder shall submit three copies of each with all pertinent information clearly marked.
- (d) **Differences** - The Bidder shall specifically note all differences between the specified Materials, Equipment and/or methods and the proposed substitutes.
- (e) **Cost** - Where a substitute will result in alteration of the design or space requirements, or any other modifications to the Plans, the Bidder shall include in the substitution request all items of cost for the revised design and construction.
- (f) **Notification of Holders of Bidding Plans** - If the Engineer approves any proposed substitution, such approval, and any modifications necessitated to the design and construction by the substitution, will be acknowledged by Addenda.

Unless the Engineer has approved substitutions of Materials, Equipment, and/or methods prior to opening of Bids, the Bidder shall furnish the items specified in the Contract. Substitution after Award is specified in 00180.31(b), 00180.31(c), and 00180.31(d).

00120.17 Use of Agency-Owned Land for Staging or Storage Areas - The Contractor may use Agency-owned property for staging or storage areas, subject to the following limitations:

- (a) **Within Normal Right-of-Way Limits** - If approved by the Engineer, the Contractor may use available property within the normal Right-of-Way limits for the purpose of constructing improvements under the Contract. Where the Agency owns, or has rights to, other adjacent properties in the Project area, "normal Right-of-Way" is limited to a line drawn across that property connecting the normal Right-of-Way limits on either side of the property.

(b) Outside Normal Right-of-Way Limits - The Contractor may not use Agency-owned property outside of normal Right-of-Way limits for the Project without the approval of the Engineer.

If a Bidder obtains approval before submitting a Bid, use of the property will be at no cost to the Contractor, or at a cost stated by the Engineer upon granting approval, as confirmed by Addendum.

If approval is not obtained before submitting a Bid, and the Contractor proposes to use Agency-owned property outside the normal Right-of-Way limits, then use of the property may be approved by the Engineer, but the Contractor will be assessed fair market value, as determined by the Engineer, for use of the property.

(c) Restrictions on Use - Contractors shall comply with all applicable laws, ordinances, and regulations pertaining to use of Agency-owned property, and shall:

- Not cause unreasonable impacts on traffic and other facility users.
- Clean up all hazardous materials deposited by, or resulting from, Contractor operations.
- Be responsible for all costs associated with use of the property.

00120.20 Interpretation of Quantities in Bid Schedule - Quantities appearing in the Bid Schedule are approximate and are provided only for comparison of Bids. The Agency does not warrant that the actual individual items, amount of Work, or quantities will correspond to those shown in the Bid Schedule. Payment to the Contractor will be made only for actual quantities of Work performed and accepted or Materials furnished and accepted, as required by the Contract. Quantities of Work to be performed and Materials to be furnished may each be increased, decreased, or omitted as provided in 00120.30 and 00140.30.

00120.25 Subsurface Investigations - If the Agency or its consultant has conducted subsurface or geologic investigations of the proposed Project Site, the results of the investigations may be included in written reports. If reports have been prepared, copies will be available at the Engineer's office. If the Agency has retained subsurface samples, they will also be available for inspection. Bidders and the Contractor may make arrangements for viewing the samples through the Engineer's office.

The availability of subsurface information from the Agency is solely for the convenience of the Bidder and shall not relieve the Bidder or the Contractor of any risk, duty to make examinations and investigations as required by 00120.15, or other responsibility under the Contract Documents. It is mutually agreed to by all parties that:

- The written report(s) are reference documents and not part of the Contract Documents.
- The subsurface investigations made by the Agency are for the purpose of obtaining data for planning and design of the Project.
- The data for individual test boring logs apply only to that particular boring and are not intended to be conclusive as to the character of any material between or around test borings.
- If Bidders use this information in preparing a Bid, it is used at their own risk, and Bidders are responsible for all conclusions, deductions, and inferences drawn from this information.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications, or quantities. Only holders of Solicitation Documents obtained from the Agency's web page who have been identified by the Agency as Holders of Bidding Plans may be notified of these Addenda by mail, email, or posted to the City's Projects Webpage.

The Agency will not be responsible for failure of Bidders to receive Addenda sent as described in the preceding paragraph. Bids shall incorporate all Addenda. Bids may be rejected if opened and found by the Agency to not be based on all Addenda issued before Bid Closing.

00120.40 Preparation of Bids:

(a) General:

(1) Paper Bids - For Bids submitted by paper, the Bidders shall not alter, in any manner, the paper documents within the Bid Section. Bidders shall complete the certifications and statements included in the Bid Section of the Bid Booklet according to the instructions. Signature of the Bidder's authorized representative thereon constitutes the Bidder's confirmation of and agreement to all certifications and statements contained in the paper Bid Booklet. Entries on the paper documents in the Bid Section shall be in ink or typed. Signatures and initials shall be in ink.

The Bidder shall properly complete and bind all the required paper documents in the Bid Section, between the front and back covers of the Bid Booklet, except that the Bid Bond is not required if another permissible type of Bid guaranty is provided. (see 00120.40(e))

(b) Bidding Considerations - Bidders may refer to the following Subsections for requirements that may affect bidding considerations:

- 00120.80, Reciprocal Preference for Oregon Resident Bidders
- 00130.80, Project Site Restrictions
- 00150.55, Cooperation with Other Contractors
- 00150.75, Protection and Maintenance of Work During Construction
- 00160.20(a), Buy America
- 00160.20(b), Buy Oregon
- 00170.07, Record Requirements
- 00180.20, Subcontracting Limitations
- 00180.21, Subcontracting
- 00195.00(a), Scope and Limit
- 00195.50(a-1), Progress Payments
- 00199.30, Claims Procedure

(c) Bid Schedule Entries:

(1) Paper Bid Schedule Entries - Using figures, Bidders shall fill in all blank spaces in the paper Bid Schedule (or electronic spreadsheet if provided). For each item in the paper Bid Schedule, Bidders shall enter the unit price and the product of the unit price multiplied by the quantity given. The unit price shall be greater than zero, shall contain no more than two decimal places to the right of the decimal point, and shall be expressed in U.S. dollars and cents (for example, \$150.25 or \$0.37). Unit prices submitted which contain more than two decimal places, will be truncated by the Agency at the second decimal place to determine the product of the unit price and quantity. No rounding will be considered or paid. Bidders Bid shall also enter the total amount of the Bid obtained by adding amounts for all items in the paper Bid Schedule. Corrections or changes of item entries shall be in ink, with incorrect entry lined out and correct entry entered and initialed.

(d) Bidder's Address and Signature Pages - Bidders shall include in the Bid the address to which all communications concerning the Bid and Contract should be sent. The Bid must be signed by a duly authorized representative of the Bidder.

(e) Bid Guaranty - All Bids shall be accompanied by a Bid guaranty in the amount of 10% of the total amount of the Bid.

(1) Bid Guaranty with Paper Bids - For Bids submitted by paper, the Bid guaranty shall be either a Surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 or security in the form of a cashier's check or certified check made payable to the Agency. (see ORS 279C.365(5))

If a Surety bond is submitted, Bidders shall use the Agency's standard Bid Bond form included with the paper Bid Booklet. Bidders shall submit the bond with original signatures and the Surety's seal affixed. The Bid guaranty shall be submitted by mail, delivery service, email, or hand delivered to the offices and addresses, and at the times given in the paper Bid Booklet

- Acceptable Surety companies are limited to those authorized to do business in the State of Oregon.
- Forfeiture of Bid guaranties is covered by 00130.60, and return of guaranties is covered by 00130.70.

(f) Disclosure of First-Tier Subcontractors - If a Bidder's Bid on a public improvement Project exceeds \$100,000, the Bidder shall, within 2 working hours of the time Bids are due to be submitted, submit to the Agency, on a form provided by the Agency, a disclosure identifying any first-tier Subcontractors that will furnish labor or labor and Materials, and whose contract value is equal to or greater than:

- 5% of the total Project Bid, but at least \$15,000; or
- \$350,000, regardless of the percentage of the total Project Bid.

For each Subcontractor listed, Bidders shall state:

- The name of the Subcontractor;
- The dollar amount of the subcontract; and
- The category of Work that the Subcontractor would be performing.

If no subcontracts subject to the above disclosure requirements are anticipated, a Bidder shall so indicate by entering "NONE" or by filling in the appropriate check box. For each Subcontractor listed, Bidders shall provide all requested information. An incomplete form will be cause for rejection of the Bid.

The Subcontractor Disclosure Form may be submitted for a paper Bid either:

- By filling out the Subcontractor Disclosure Form included in the Bid Booklet and submitting it together with the Bid at the time and place designated for receipt of Bids;
- By removing it from the paper Bid Booklet, filling it out and submitting it separately to the Agency at the address given in the Bid Booklet; or

Subcontractor Disclosure Forms submitted by any method will be considered late if not received by the Agency within two 2 working hours of the time designated for receiving Bids.

E-mail submissions must be fully compatible with Microsoft Word, Excel, or Adobe Acrobat, as applicable. The Agency is not responsible for partial, failed, illegible or partially legible e-mail submittals, and such forms may be rejected as incomplete.

Bids not in compliance with the requirements of this Subsection will be considered non-responsive.

00120.45 Submittal of Bids:

(a) Paper Bids - Paper bids may be submitted by mail, parcel delivery service, or hand delivery to the Agency, and at the times given in the Bid Booklet. Submit paper Bids in an opaque sealed envelope, marked with the project title, date of opening, name and address of bidder, and accompanied by the bid security (if required) and other required documents. If a delivery or courier service is used, the Bidder shall place the sealed envelope containing the paper Bid inside the delivery or courier service's envelope.

Paper or Email Bids submitted or received after the time set for receiving paper Bids will not be opened or considered. Bidders are solely responsible to ensure that Bids are received at or prior to the time set for receiving Bids. The Agency assumes no responsibility for the receipt and return of late paper Bids.

Preparation and submission of Bids is at the sole risk and expense of the Bidder and is not a cost of contract performance.

00120.60 Revision or Withdrawal of Bids:

(a) Paper Bids - Information entered into the paper Bid Booklet by the Bidder may be changed after the paper Bid has been delivered to the Agency, provided that:

- Changes are prepared according to the instructions identified in the Bid Booklet; and
- Changes are received at the same offices, addresses, and times identified in the paper Bid Booklet for submitting Bids; and
- The changes are submitted in writing signed by an individual authorized to sign the Bid.

A Bidder may withdraw its paper Bid after it has been delivered to the Agency, provided that:

- The written withdrawal request is submitted on the Bidder's letterhead, in person; and
- The request is signed by an individual who is authorized to sign the Bid, and proof of authorization to sign the Bid accompanies the withdrawal request; and
- The request is received at the same offices, addresses, and times identified in the paper Bid Booklet for submitting Bids.

00120.65 Opening and Comparing Bids - Bids will be opened and the total price for each Bid will be read publicly at the time and place indicated in the Bid Advertisement. Bidders and other interested parties are invited to be present.

Bids for each Project will be compared on the basis of the total amount of each Bid. The total amount of the Bid will be the total sum computed from quantities listed in the Bid Schedule and unit prices entered by the Bidder.

In case of conflict between the unit price and the corresponding extended amount, the unit price shall govern, and the Agency may make arithmetic corrections on extension amounts.

00120.70 Rejection of Nonresponsive Bids - A Bid will be considered irregular and will be rejected if the irregularity is deemed by the Agency to render the Bid non-responsive. Examples of irregularities include without limitation:

- The Bid Section documents provided are not properly used or contain unauthorized alterations.
- The Bid is incomplete or incorrectly completed.
- The Bid contains improper additions, deletions, alternate Bids, or conditions.
- The Bid is submitted on documents not obtained directly from the Agency or is submitted by a Bidder who has not been identified by the Agency as a Holder of Bidding Plans, as required by 00120.05.
- The Bid or Bid modifications are not signed by a person authorized to submit Bids or modify Bids, as required by 00120.01.
- A member of a joint venture and the joint venture submit Bids for the same Project. Both Bids may be rejected.
- The Bid has entries not typed or in ink, or has signatures or initials not in ink.
- Each change or correction is not individually initialed.
- White-out tape or white-out liquid is used to correct item entries.
- The price per unit cannot be determined.
- The Bid guaranty is insufficient or improper.
- The original Bid Bond form is not used or is altered.
- The Oregon Construction Contractors Board registration number and expiration date are not shown on the Bid if required in the Solicitation Document. This requirement applies to Agency and State-funded Projects, with the exception of Aggregate production and landscape Projects. (not required on Federal-Aid Projects)
- A disclosure of qualified first-tier Subcontractors, if required under 00120.40(f), is not received within 2 working hours of the time Bids are due to be submitted, or the disclosure form is not complete.
- The Bidder has not complied with the DBE requirements of the solicitation.

- The Bid does not acknowledge all issued Addenda.
- The Bid contains entries that are not greater than zero.
- The Bid entries are not expressed in U.S. dollars and cents.
- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

In addition, the Agency may reject all Bids for good cause upon its finding that it is in the public interest to do so. The Agency may also waive minor informalities or irregularities.

00120.80 Reciprocal Preference for Oregon Resident Bidders - This Subsection applies only to Contracts for Projects financed without federal funds.

Bidders shall complete the certificate of residency provided by the Agency in the Bid Booklet. Failure to properly complete the form will be cause to reject the Bid.

As used in the certificate of residency and this Subsection, "Resident Bidder" means a Bidder who has:

- Paid unemployment taxes or income taxes in the State of Oregon during any of the 12 calendar months immediately preceding submission of the Bid;
- A business address in the State of Oregon; and
- Certified in the Bid that the Bidder qualifies as a Resident Bidder.

"Nonresident Bidder" means a Bidder who is not a Resident Bidder as defined above.

In determining the lowest Bid, the Agency will, for the purpose of awarding the Contract, add a percentage increase to the Bid of a Nonresident Bidder equal to the percentage, if any, of the preference given to that Bidder in the state in which the Bidder resides (ORS 279A.120). The percentage preference applied in each state will be published on or before January 1 of each year by the Oregon Department of Administrative Services. The Agency may rely on these percentages without incurring liability to any Bidder (ORS 279A.120).

This increase will only be applied to determine the lowest Bid, and will not cause an increase in payment to the Contractor after Award of the Contract.

00120.90 Disqualification of Bidders - The Bid(s) of a disqualified Bidder will be rejected. Any of the following reasons is sufficient to disqualify a Bidder:

- More than one Bid is submitted for the same Work by an Entity under the same or different name(s).
- Evidence of collusion among Bidders. Participants in collusion will be found not responsible, and may be subject to criminal prosecution.

A Bidder will be disqualified if the Bidder has:

- Been declared ineligible by the Commissioner of the Bureau of Labor and Industries under ORS 279C.860;
- Not been licensed by the Oregon Construction Contractors Board (CCB) or the State Landscape Contractors Board before submitting a Bid (ORS 279C.365(1)(k), ORS 701.055, and ORS 671.530). The Bidder's license number and expiration date shall be shown in the Bid form, if requested. Failure to furnish the license number, if requested, will render the Bid non-responsive and subject to rejection. (not required on Federal-Aid projects); or
- Been determined by the CCB under ORS 701.227 not to be qualified to hold or participate in a public contract for a public improvement.

00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder - The Bid of a Bidder who is found to be nonresponsible according to the criteria listed in 00130.10 or ORS 279C.375(3) will be rejected.

Section 00130 - Award and Execution of Contract

00130.00 Consideration of Bids - After opening and reading Bids, the Agency will check them for correct extensions of unit prices and totals. (see 00120.65). The total of extensions, corrected where necessary, will be used by the Agency for Award purposes.

The Agency reserves the right to waive minor informalities and irregularities, and to reject any or all Bids for irregularities under 00120.70 or for good cause after finding that it is in the public interest to do so (ORS 279C.395). An example of good cause for rejection in the public interest is the Agency's determination that any of the unit Bid prices are significantly unbalanced to the Agency's potential detriment. The Agency may correct obvious errors, when the correct information can be determined from the face of the document, if it finds that the best interest of the Agency and the public will be served thereby.

Bids will be considered and a Contract awarded, if at all, within 60 Calendar Days from the date of Bid Opening, unless an extension beyond that time is agreed to by both parties and acknowledged in writing by the Bidder.

00130.10 Award of Contract - After the Bids are opened and a determination is made that a Contract is to be awarded, the Contract will be awarded to the lowest responsible Bidder. For the purposes of this Section, "lowest responsible Bidder" means the lowest Bidder who is not on the list created by the Construction Contractors Board according to ORS 701, and who has:

- Substantially complied with all prescribed public bidding procedures and requirements.
- Available the appropriate financial, Materials, Equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to indicate the capability of the prospective Bidder to meet all contractual responsibilities.
- A satisfactory record of performance. In evaluating a Bidder's record of performance, the Agency may consider, among other things, whether the Bidder completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of evaluating a Bidder's performance on previous contracts of a similar nature, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the Bidder's control, the Bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner. Satisfactory performance of the Contract also includes compliance with the requirements for records in 00170.07 for Contracts with the Agency.
- A satisfactory record of integrity. In evaluating a Bidder's record of integrity, the Agency may consider, among other things, whether the Bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the Bidder's performance of a contract or subcontract.
- Qualified legally to contract with the Agency.
- Supplied all necessary information in connection with the inquiry concerning responsibility. If a prospective Bidder fails to promptly supply information requested by the Agency concerning responsibility, the Agency shall base the determination of responsibility upon any available information, or may find the prospective Bidder not to be responsible.

If the Bidder is found not to have a satisfactory record of performance or integrity, the Agency will document the record and the reasons for the unsatisfactory finding.

The Agency will mail the Notice of Intent to Award to the Bidders, and may provide Notice of Intent to Award on the Agency's web site.

The Award will not be final until the later of the following:

- Seven calendar days after the Notice of Intent to Award has been posted as specified in the advertised solicitation or Addendum thereto; or;
- The Agency has provided a written response to each timely protest, denying the protest and affirming the Award.

If the Agency accepts a Bid and awards a Contract, the Agency will send the successful Bidder written notice of acceptance and Award.

Notice of Award and Contract booklets ready for execution will be sent within 60 Calendar Days of the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement.

00130.15 Right to Protest Award - Adversely affected or aggrieved Bidders, limited to the three apparent lowest Bidders and any other Bidder directly in line for Contract Award, may submit to the Agency a written protest of the Agency's intent to Award within seven Calendar Days following the date of the Notice of Intent to Award. The protest shall specify the grounds upon which it is based.

An aggrieved Bidder may protest an award only if the bidder alleges, in its written protest, that it should have received the award because:

- (a) All lower Bids are non-responsive;
- (b) The Agency failed to conduct the Bid process as described in the Bid Document;
- (c) The Agency has abused its discretion in rejecting the protestor's Bid as non-responsive or non-responsible; or
- (d) The Agency's evaluation of Bids or subsequent determination of award is otherwise in violation of ORS Chapters 279A AND 279C or the Agency's public contracting rules.

The written protest must describe the facts that support the protest. The Agency may not consider late protests or protests that do not describe facts that would support a finding that the Bidder is aggrieved for one of the reasons in clauses (a) through (d) above.

00130.20 Cancellation of Award - Without liability to the Agency, the Agency may for good cause cancel Award at any time before the Contract is executed by all parties to the Contract, as provided by ORS 279C.395 for rejection of Bids, upon finding, in its sole and absolute discretion, it is in the public interest to do so.

00130.30 Contract Booklet - The Contract booklet may include but is not limited to:

- Special Provisions
- Addenda
- Schedule of Items
- Contract
- Performance Bond
- Payment Bond
- Certification of workers' compensation coverage

00130.40 Contract Submittals - Before the Agency will execute the Contract, the successful Bidder shall furnish the following:

(a) Performance and Payment Bonds - When Awarded the Contract, the successful Bidder shall furnish a Performance Bond and a Payment Bond of a Surety authorized to do business in the State of Oregon.

The successful Bidder shall submit the standard bond forms, which are bound in the Contract booklet. Faxed or photocopied bond forms will not be accepted. The amount of each bond shall be equal to the Contract Amount. The Performance Bond and the Payment Bond must be signed by the Surety's authorized Attorney-in-Fact, and the Surety's seal must be affixed to each bond. A power of attorney for the Attorney-in-Fact shall be attached to the bonds in the Contract booklet, which must include bond numbers, and the Surety's original seal must be affixed to the power of attorney. Bonds shall not be canceled without the Agency's consent, nor will the Agency normally release them, prior to Contract completion.

When a coating system warranty is required by 00594.75, the Contractor shall also furnish a supplemental warranty performance bond as and when described in 00594.75.

(b) Certificates of Insurance - The successful Bidder shall furnish the Agency certificates of insurance applicable to the Project, according to 00170.70. The insurance coverages shall remain in force throughout the performance of the Contract and shall not be allowed to lapse without prior written approval of the Agency. Bidders may refer to 00170.70 for minimum coverage limits and other requirements.

For specified Contracts, certified copies, and in some instances the original, of insurance policies may be required by the Special Provisions.

(c) Workers' Compensation - To certify compliance with the workers' compensation insurance coverage required by 00170.61(a) and 00170.70(d), the successful Bidder shall complete and sign the "Certification of Workers' Compensation Coverage" form bound in the Contract booklet.

(d) Licensing and Registration Requirements:

(1) ORS 701.055 and ORS 671.530 require that Bidders be licensed by the Oregon Construction Contractors Board or the State Landscape Contractors Board prior to submission of a Bid on a Project not involving federal funds. Licensing by the Construction Contractors Board or the State Landscape Contractors Board is not a prerequisite to bidding on Federal-Aid Projects; however, the Agency will not execute a Contract until the Contractor is so licensed.

(2) Bidders must be registered with the Corporation Division, Oregon Secretary of State, if bidding as a corporation, limited liability company, joint venture, or limited liability partnership, or if operating under an assumed business name and the legal name of each person carrying on the business is not included in the business name.

(3) A Contractor licensed under ORS 701 may bid on a landscaping Project or perform a construction project that includes landscape contracting as a portion of the project if the landscape contracting is subcontracted to a licensed landscaping business as defined in ORS 671.520.

(4) A landscaping business may bid on a Project or perform a Contract that includes the phase of landscape contracting for which it is not licensed if it employs a landscape contractor, or subcontracts with another licensed landscaping business, licensed for that phase.

00130.40(e) Tax Identification Number - The successful Bidder shall furnish the Agency the Bidder's Federal Tax Identification Number.

00130.50 Execution of Contract and Bonds:

(a) By the Bidder - The successful Bidder shall deliver the required number of Contract booklets with the properly executed Contract, Performance Bond, Payment Bond, certification of workers' compensation coverage, the required certificates of insurance, and the required insurance endorsements to the Agency within 10 Calendar Days after the date on which the Contract booklets are sent or otherwise conveyed to the Bidder under 00130.10. The Bidder shall return the originals of all documents received from the Agency and named in this Subsection, with original signatures. Certificates of insurance shall also be originals. Certificates of insurance, and related endorsements, for coverages that are permitted by the Agency under 00170.70(a) to be obtained by appropriate subcontractors shall be delivered by the Contractor to the Agency together with the Contractor's request under 00180.21 for approval of the subcontract with that subcontractor. No copies of these documents will be accepted by the Agency.

Proper execution requires that:

- If the Contractor is a partnership, limited liability partnership, joint venture, or limited liability company, an authorized representative of each Entity comprising it shall sign the Contract, Performance Bond, and Payment Bond, and an authorization to sign shall be attached.
- If the Contractor is a corporation, the President and the Secretary of that corporation shall sign the Contract, Performance Bond, and Payment Bond. However, if other corporate officers are authorized to execute contracts and bonds, the successful Bidder shall furnish with those documents a certified, true and correct copy of the corporate bylaws or minutes stating that authority. If only one officer is signing, then the bylaws or minutes must include the authority to

sign without the signature of others. The successful Bidder shall also include the title(s) or corporate office(s) held by the signer(s).

(b) By the Agency - Within 15 Working Days after the Agency has received and verified the properly executed documents specified in 00130.50(a), and received legal sufficiency approval from the Agency's attorney (if required), the Agency will execute the Contract. The Agency will then send a fully-executed original Contract booklet to the successful Bidder, who then officially becomes the Contractor.

00130.60 Failure to Execute Contract and Bonds - Failure of the successful Bidder to execute the Contract and provide the required certificates, certifications, and bonds may be cause for cancellation of the Award, and may be cause for forfeiture of the Bid guaranty under ORS 279C.385.

Award may then be made to the next lowest responsible Bidder, the Project may be re-advertised, or the Work may be performed otherwise as the Agency decides.

The forfeited Bid guaranty will become the Agency's property, not as a penalty but as liquidation of damages resulting from the Bidder's failure to execute the Contract and provide the certificates, certifications, and bonds as required by these Specifications.

00130.70 Release of Bid Guaranties - Bid guaranties will be released and checks returned 7 Calendar Days after Bids are opened, except for those of the three apparent lowest Bidders on each Project. The guaranties of the three apparent lowest Bidders will be released and checks returned to unsuccessful Bidders within 7 days of the Agency's execution of the Contract.

00130.80 Project Site Restriction - Until the Agency sends the Contractor written Notice to Proceed with the Work, and the Contractor has filed the public works bonds required in 00170.20, the Contractor shall not go onto the Project Site on which the Work is to be done, nor move Materials, Equipment, or workers onto that Project Site.

The Contractor will not automatically be entitled to extra compensation because the commencement of Work is delayed by failure of the Agency to send the Contract for execution. However, if more than 60 Calendar Days elapse between the date the Bid is opened and the date the Agency sends the Contract to be executed, the Agency will consider granting an adjustment of time for completion of the Work to offset any actual delay to Contract completion resulting directly from delay in commencement.

00130.90 Notice to Proceed - Notice to Proceed will be issued not later than five Calendar days after the Contract is executed by the Agency.

Should the Agency fail to issue the Notice to Proceed within five Calendar Days of Contract execution, the Contractor may apply for an adjustment of Contract Time according to 00180.80(c).

The Engineer will issue a First Notification recording the date the performance of the Contract has begun.

Section 00140 - Scope of Work

00140.00 Purpose of Contract - The purpose of the Contract is to set forth the rights and obligations of the parties and the terms and conditions governing completion of the Work. The Contractor's obligations shall include without limitation the following:

- The Contractor shall furnish all Materials, Equipment, labor, transportation, and Incidentals required to complete the Work according to Plans, Specifications, and terms of the Contract.
- The Contractor shall perform the Work according to the lines, grades, Typical Sections, dimensions, and other details shown on the Plans, as modified by written order, or as directed by the Engineer.
- The Contractor shall perform all Work determined by the Engineer to be necessary to complete the Project.
- The Contractor shall contact the Engineer for any necessary clarification or interpretation of the Contract.

00140.10 Typical Sections - The Typical Sections are intended to apply in general. At other locations where the Typical Section is not appropriate, the Contractor shall perform construction to the identified alignment as directed by the Engineer.

00140.20 Thickness - The thickness of Courses of Materials shown on the Plans, given in the Specifications, or established by the Engineer is considered to be the compacted thickness. Minor variations are acceptable when within tolerances specified in the Specifications or Plans, or when approved by the Engineer.

00140.30 Agency-Required Changes in the Work - Changes to the Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of Project construction.

Without impairing the Contract, the Agency reserves the right to require changes it deems necessary or desirable within the scope, which in the Specifications means general scope, of the Project. These changes may modify, without limitation:

- Specifications and design
- Grade and alignment
- Cross Sections and thicknesses of Courses of Materials
- Method or manner of performance of Work
- Project Limits

or may result in:

- Increases and decreases in quantities
- Additional Work
- Elimination of any Contract item of Work
- Acceleration or delay in performance of Work

Upon receipt of a Change Order, the Contractor shall perform the Work as modified by the Change Order. If the Change Order increases the Contract Amount, the Contractor shall notify its Surety of the increase and direct the Surety to increase the amount of the performance and payment bonds to equal the new Contract Amount. The Contractor shall provide the Agency with a copy of the modified bond documents within 15 calendar days of receipt of the Change Order. The Contractor's performance of Work according to Change Orders shall neither invalidate the Contract nor release the Surety. Payment for changes in the Work will be made according to 00195.20. Contract Time adjustments, if any, will be made according to 00180.80.

00140.40 Differing Site Conditions - The following constitute differing Project Site conditions provided such conditions are discovered at the Project Site after commencement of the Work:

- **Type 1** - Subsurface or latent physical conditions that differ materially from those indicated in the Contract Documents; or

- **Type 2** - Unknown physical conditions of unusual nature that differ materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract.

The party discovering such a condition shall promptly notify the other party, in writing, of the specific differing conditions before they are disturbed and before the affected Work is performed. The Contractor shall not continue Work in the affected area until the Engineer has inspected such condition according to 00195.30 to determine whether an adjustment to Contract Amount or Contract Time is required.

Payment adjustments due to differing Project Site conditions, if any, will be made according to 00195.30. Contract Time adjustments, if any, will be made according to 00180.80.

00140.50 Environmental Pollution Changes - ORS 279C.525 will apply to any increases in the scope of the Work required as a result of environmental or natural resources laws enacted or amended after the submission of Bids for the Contract. The Contractor shall comply with the applicable notice and other requirements of ORS 279C.525. The applicable rights and remedies of that statute will also apply.

In addition to ORS 279C.525, the Agency has compiled a list at 00170.01 of those federal, State, and local agencies, of which the Agency has knowledge, that have enacted ordinances, rules, or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of Agency contracts.

00140.60 Extra Work - If directed by the Engineer's written order, the Contractor shall perform work not included in the Contract. The Contractor shall perform this work according to:

- Standard Specifications
- Standard Drawings
- Supplemental Specifications, if any
- Other Plans and Specifications issued by the Engineer

Payment for Extra Work will be made according to Section 00196. Contract Time adjustments, if any, will be made according to 00180.80.

00140.65 Disputed Work - The Contractor may dispute any part of a Change Order, written order, or an oral order from the Engineer by the procedures specified in Section 00199.

00140.70 Cost Reduction Proposals - The Contractor may submit written proposals to the Engineer that modify Plans, Specifications, or other Contract Documents for the sole purpose of reducing the total cost of construction. Unless otherwise agreed to in writing by the Agency, a proposal that is solely or primarily a proposal to reduce estimated quantities or delete Work, as determined by the Engineer, is not eligible for consideration as a cost reduction proposal and will instead be addressed under 00140.30, whether proposed or suggested by the Agency or the Contractor.

(a) Proposal Requirements - The Agency will not adopt a cost reduction proposal that impairs essential functions or characteristics of the Project including but not limited to service life, economy of operation, ease of maintenance, designed appearance, or design and safety standards.

To conserve time and funds, the Contractor may first submit a written request for a feasibility review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time savings. The Engineer will, within a reasonable time, advise the Contractor in writing whether or not the proposal would be considered by the Agency, should the Contractor elect to submit a detailed cost reduction proposal.

A detailed cost reduction proposal shall include without limitation the following information:

- A description of existing Contract requirements for performing the Work and the proposed change;
- The Contract items of Work affected by the proposed change, including any quantity variation caused by the proposed change;
- Pay Items affected by the proposed change including any quantity variations;

- A detailed cost estimate for performing the Work under the existing Contract and under the proposed change. Cost estimates shall be made according to Section 00197. Costs of re-design, which are incurred after the Agency has accepted the proposal, will be included in the cost of proposed work; and
- A date by which the Engineer must accept the proposal in order to accept the proposed change without impacting the Contract Time or cost reduction amount.

(b) Continuing to Perform Work - The Contractor shall continue to perform the Work according to Contract requirements until the Engineer issues a Change Order incorporating the cost reduction proposal. If the Engineer fails to issue a Change Order by the date specified in the proposal, the proposal shall be deemed rejected.

(c) Consideration of Proposal - The Engineer is not obligated to consider any cost reduction proposal. The Agency will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted.

The Engineer will determine in its sole discretion whether to accept a cost reduction proposal as well as the estimated net savings in construction costs from the adoption of all or any part of the proposal. In determining the estimated net savings, the Engineer may disregard the Schedule of Items. The Engineer will establish prices that represent a fair measure of the value of Work to be performed or to be deleted as a result of the cost reduction proposal.

(d) Sharing Investigation Costs - As a condition for considering a Contractor's cost reduction proposal, the Agency reserves the right to require the Contractor to share in the Agency's costs of investigating the proposal. If the Agency exercises this right, the Contractor shall provide written acceptance of the condition to the Engineer. Such acceptance will authorize the Agency to deduct its share of investigation costs from payments due or that may become due to the Contractor under the Contract.

(e) Acceptance of Proposal Requirements - If the Contractor's cost reduction proposal is accepted in whole or in part, acceptance will be made by a Change Order that will include without limitation the following:

- Statement that the Change Order is made according to 00140.70;
- Revised Contract Documents that reflect all modifications necessary to implement the approved cost reduction measures;
- Any conditions upon which the Agency's approval is subject;
- Estimated net savings in construction costs attributable to the approved cost reduction measures; and
- A payment provision according to which the Contractor will be paid 50% of the estimated net savings amount as full and adequate consideration for performance of the Work of the Change Order.

The Contractor's cost of preparing the cost reduction proposal and the Agency's costs of investigating the proposal, including any portion paid by the Contractor, will be excluded from determination of the estimated net savings in construction costs. Costs of re-design, which are incurred after the Agency has accepted the proposal, will be included in the cost of the Work attributable to cost reduction measures.

If the Agency accepts the cost reduction proposal, the Change Order that authorizes the cost reduction measures will also address any Contract Time adjustment.

(f) Right to General Use - Once submitted, the cost reduction proposal becomes the property of the Agency. The Agency reserves the right to adopt the cost reduction proposal for general use without additional compensation to the Contractor when it determines that a proposal is suitable for application to other contracts.

00140.80 Use of Publicly Owned Equipment - The Contractor is prohibited from using publicly-owned Equipment except in the case of emergency. In an emergency, the Contractor may rent publicly-owned Equipment provided that:

- The Engineer provides written approval that states that such rental is in the public interest; and

- Rental does not increase the Project cost.

00140.90 Final Trimming and Cleanup - Before Final Inspection as described in 00150.90, the Contractor shall neatly trim and finish the Project and remove all remaining unincorporated Materials and debris. Final trimming and cleanup shall include without limitation the following:

- The Contractor shall retrim and reshape earthwork, and shall repair deteriorated portions of the Project Site.
- Where the Work has impacted existing facilities or devices, the Contractor shall restore or replace those facilities to their pre-existing condition.
- The Contractor shall clean all drainage facilities and sanitary sewers of excess Materials or debris resulting from the Work.
- The Contractor shall clean up and leave in a neat, orderly condition, Rights-of-Way, Materials sites, and other property occupied in connection with performance of the Work.
- The Contractor shall remove temporary buildings, construction plants, forms, falsework and scaffolding, surplus and discarded Materials, and rubbish.
- The Contractor shall dispose of Materials and debris including without limitation forms, falsework, scaffolding, and rubbish resulting from clearing, grubbing, trimming, clean-up, removal, and other Work. These Materials and debris become the property of the Contractor. The Contractor shall dispose of these Materials and debris immediately.
- The Contractor shall restore and replant or resurface adjoining properties to match existing grades and existing surfaces.

Unless the Contract specifically provides for payment for this item, the Agency will make no separate or additional payment for final trimming and cleanup.

Section 00150 - Control of Work

00150.00 Authority of the Engineer - The Engineer has full authority over the Work and its suspension. (see Section 00180) The Contractor shall perform all Work to the complete satisfaction of the Engineer. The Engineer's determination shall be final on all matters, including but not limited to the following:

- Quality and acceptability of Materials and workmanship
- Measurement of unit price Work
- Timely and proper prosecution of the Work
- Interpretation of Contract Documents
- Payments due under the Contract

The Engineer's decision is final and, except as provided in 00180.80 for adjustments of Contract Time and Section 00199 for claims for additional compensation, may be challenged only through litigation.

Work performed under the Contract will not be considered complete until it has passed Final Inspection by the Engineer and has been accepted by the Agency.

Interim approvals issued by the Engineer, including but not limited to Third Notification, will not discharge the Contractor from responsibility for errors in prosecution of the Work, for improper fabrication, for failure to comply with Contract requirements, or for other deficiencies, the nature of which are within the Contractor's control. It is not incumbent upon the engineer or the City to notify the Contractor when to begin, cease or resume work, nor to give early notice of rejection of faulty work, nor in any way to superintend so as to relieve the Contractor of any responsibility or of any consequences for neglect or carelessness by the Contractor or his/her subordinates.

00150.01 Project Manager's Authority and Duties - The Engineer may designate a Project Manager as its representative on the Project with authority to enforce the provisions of the Contract.

When the Engineer has designated a Project Manager, the Contractor should direct all requests for clarification or interpretation of the Contract, in writing, to the Project Manager. The Project Manager will respond within a reasonable time. Contract clarification or interpretation obtained from persons other than the Project Manager will not be binding on the Agency.

The Project Manager shall have the authority to appoint Inspectors and other personnel as required to assist in the administration of the Contract.

00150.02 Inspector's Authority and Duties - To the extent delegated under 00150.01, Inspectors are authorized to represent the Engineer and Project Manager to perform the following:

- Inspect Work performed and Materials furnished, including without limitation, the preparation, fabrication, or manufacture of Materials to be used;
- Orally reject defective Materials and to confirm such rejection in writing;
- By oral order, temporarily suspend the Work for improper prosecution pending the Engineer's decision; and
- Exercise additional delegated authority.

Inspectors are not authorized to:

- Accept Work or Materials.
- Alter or waive provisions of the Contract, including, but not limited to, authorizing Change Orders.
- Give instructions or advice inconsistent with the Contract Documents.

An inspector is placed on the work to keep the engineer informed as to the progress of the work and the manner in which it is being done; also to call the attention of the Contractor to any infringements upon plans or specifications, but failure of the inspector or the engineer to call the attention of the Contractor to faulty work or infringements upon the plans or specifications shall not constitute acceptance of said work.

00150.10 Coordination of Contract Documents - The Contract Documents, including but not limited to Contract Change Orders, the Special Provisions, the Plans, and the Standard Specifications are intended to collectively describe all of the items of Work necessary to complete the Project.

(a) Order of Precedence - The Engineer will resolve any discrepancies between these documents in the following order of precedence:

- Addenda;
- Permits from governmental agencies;
- Special Provisions;
- Agency-prepared drawings specifically applicable to the Project and bearing the Project title;
- Public Improvement Contract and Supplemental Terms
- Revisions to Standard Specifications
- Standard Drawings;
- Standard Specifications;
- Reference Specifications

Notes on a drawing shall take precedence over drawing details.

Dimensions shown on the drawings, or that can be computed, shall take precedence over scaled dimensions.

Change orders, supplemental agreements, and approved revisions to the plans and specifications will take precedence over the documents listed above.

(b) Immaterial Discrepancies - The Contract Documents specify details for the construction and completion of the Work. If Contract Documents describe portions of the Work in sufficient detail but are silent in some minor respect, the Contractor may proceed utilizing the current best industry practices.

(c) Material Discrepancies - If the Contractor identifies a discrepancy, error, or omission in the Contract Documents that cannot be resolved by the approach specified in (b) above, the Contractor shall immediately request clarification from the Engineer.

00150.15 Construction Stakes, Lines, and Grades:

(a) General - The Contractor shall perform no Work until the Engineer establishes field controls. Work performed without field controls will be subject to removal at the Contractor's expense.

(b) Agency Responsibilities - The Engineer will:

- Provide coordination and plans and specifications in conformance with the *Oregon Department of Transportation Construction Surveying Manual for Contractors*, current version.

(c) Contractor Responsibilities - The Contractor shall:

- Provide construction staking in conformance with the *Oregon Department of Transportation Construction Surveying Manual for Contractors*, current version.
- Monuments that are noted on the plans to be protected and are disturbed by the Contractor's activities shall be replaced by the Contractor's surveyor at the Contractor's expense.
- Perform "as constructed" measurements

00150.20 Inspection:

(a) Inspection by the Engineer - The Engineer may test Materials furnished and inspect Work performed by the Contractor to ensure Contract compliance. The Contractor shall notify the Engineer 24 hours (one full Work Day) in advance for inspection of each portion of the Work.

Contractor shall not begin placing successive Courses or portions of Work until preceding Courses or portions of the Work have been inspected.

If the Contractor performs Work without the Engineer's inspection or uses Materials that the Engineer has not approved, the Engineer may order affected portions of the Work removed at the Contractor's expense.

At the Engineer's direction, any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore these portions of Work to the standard required by the Contract. If the Engineer rejects Work due to Materials or workmanship, or if the Contractor performed such Work without providing sufficient advance request for inspection to the Engineer, the Contractor shall bear all costs of uncovering and restoring the Work. If the Engineer accepts the uncovered Work, and the Contractor performed the Work only after providing the Engineer with sufficient advance notice, the costs of uncovering and restoring the Work will be paid for by the Agency according to 00195.20.

(b) Inspection Facilities - The Contractor shall furnish walkways, railings, ladders, shoring, tunnels, platforms, and other facilities necessary to permit the Engineer to have safe access to the Work to be inspected. The Contractor shall require producers and fabricators to provide safe inspection access as requested by the Engineer.

(c) Sampling - When directed, the Contractor shall furnish the Engineer with samples of Materials that the Engineer will test. All of the Contractor's costs related to this required sampling are incidental.

(d) Inspection by Third Parties - Where third parties have the right to inspect the Work, the Contractor shall coordinate with the Engineer and shall provide safe inspection access.

(e) Contractor's Duty to Make Corrections - The Contractor shall perform all Work according to the Contract Documents. The Contractor shall correct Work that does not comply with the Contract Documents at its own expense. Inspection of the Work by the Engineer does not relieve the Contractor of responsibility for improper prosecution of the Work.

00150.25 Acceptability of Materials and Work - The Contractor shall furnish Materials and shall perform Work in Close Conformance to the Contract Documents. If the Engineer determines that the Materials furnished or the Work performed are not in Close Conformance with the Contract Documents, the Engineer may:

- Reject the Materials or Work and order the Contractor, at the Contractor's expense, to remove, replace, or otherwise correct any non-conformity; or
- Accept the Materials or Work as suitable for the intended purpose, adjust the amount paid for applicable Pay Items to account for diminished cost to the Contractor or diminished value to the Agency, document the adjustment, and provide written documentation to the Contractor regarding the basis of the adjustment.

The Engineer's decisions concerning acceptability of Materials or Work will be final.

00150.30 Delivery of Notices - Written notices to the Contractor by the Engineer or the Agency will be delivered:

- In person;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested), to the current office address as shown in the records of the Agency;
- By overnight delivery service of a private industry courier, to the current office address as shown in the records of the Agency: Or
- By email.

Notices shall be considered as having been received by the Contractor:

- At the time of actual receipt when delivered in person;

- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier;
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier; or
- By email with read receipt notification.

Written notices to the Engineer or the Agency by the Contractor shall be delivered to the Agency address shown in the Special provisions, unless a different address is agreed to by the Engineer, and shall be delivered:

- In person;
- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested);
- By overnight delivery service of a private industry courier; Or
- By email with read receipt notification.

Notices will be considered as having been received by the Agency:

- At the time of actual receipt when delivered in person or by facsimile transmission;
- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier;
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier; or
- By email with read receipt notification.

00150.35 Plans and Working Drawings

(a) Plans - The Plans will show details of lines, grades, and Typical Section of the Roadway, and locations and design details of Structures.

(b) Working Drawings - The Contractor shall supplement the Agency-prepared Plans with stamped or unstamped Working Drawings that show all information necessary to complete the Work. The applicable Section or Subsection of the Standard Specifications will indicate the supplemental information required and whether the drawings are to be stamped or unstamped. Stamped and unstamped Working Drawings are defined as follows:

(1) Stamped Working Drawings - Working Drawings, calculations, and other data which are prepared by or under the direction of a Professional Engineer licensed in the State of Oregon, and which bear the engineer's signature, seal, and expiration date.

(2) Unstamped Working Drawings - Working Drawings, calculations, and other data that do not bear an engineering seal.

(c) Number and Size of Drawings -- The Contractor shall submit Working Drawings according to one of the following methods:

(1) Paper Submittal - For paper submissions, submit seven copies of Working Drawings for steel Structures and six copies of Working Drawings for other Structures to the Engineer. The submitted copies shall be clear and readable. Drawing dimensions shall be 8 1/2 inches by 11 inches, 11 inches by 17 inches, or 22 inches by 36 inches in size. One copy of the submitted Working Drawings will be returned to the Contractor after processing. The Contractor shall submit such additional number of copies to the Engineer for processing that the Contractor would like to have returned.

(2) Electronic Submittal (preferred) - For electronic submissions, submit Working Drawings according to the "Guide to Electronic Shop Drawing Submittal" which is available from ODOT.

(d) Processing Working Drawings - The Engineer will process Working Drawings and include all comments on them as follows:

(1) Stamped Working Drawings - Stamped Working Drawings will be designated as "reviewed "or "reviewed with comments" by the Engineer.

(2) Unstamped Working Drawings - Unstamped Working Drawings will be designated on the face of the Drawing, as "approved", "approved as noted", or "returned for correction" by the Engineer.

The Contractor shall not fabricate or construct any structural components until the stamped or unstamped Working Drawings are returned by the Engineer with written notation of approval or review, as applicable, of the Working Drawings.

The Engineer's processing of the Working Drawings does not amend any contractual obligations of the parties. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems.

The Engineer will process and return Working Drawings within 10 Calendar Days (65 Calendar Days if Railroad approval is required) after receipt by the Engineer. If the Engineer fails to return such drawings within this period of time, the Engineer will consider granting a Contract Time extension according to 00180.80.

00150.37 Equipment Lists and Other Submittals - The Contractor shall submit Equipment lists, and other required submittals for approval by the Engineer. The Engineer will respond to requests for approval within time frames specified in each Section of the Specifications that requires such approval.

00150.40 Cooperation and Superintendence by the Contractor -

The Contractor is responsible for full management of all aspects of the Work, including superintendence of all Work by Subcontractors, Suppliers, and other providers. The Contractor shall appoint a single Superintendent and may also appoint alternate Superintendents as necessary to control the Work. The form of appointment of the alternate shall state, in writing, the alternate's name, duration of appointment in the absence of the Superintendent, and scope of authority. The Contractor shall:

- Provide for the cooperation and superintendence on the Project by:
 - Furnishing the Engineer all data necessary to determine the actual cost of all or any part of the Work, added Work, or changed Work.
 - Allowing the Engineer reasonable access to the Contractor's books and records at all times. To the extent permitted by public records laws, the Engineer will make reasonable efforts to honor the Contractor's request for protection of confidential information.
 - Keeping one complete set of Contract Documents on the Project Site at all times, available for use by all the Contractor's own organization, and by the Engineer if necessary.
- Appoint a single Superintendent and any alternate Superintendent who shall meet the following qualifications:
 - Appointees shall be competent to manage all aspects of the Work.
 - Appointees shall be from the Contractor's own organization.
 - Appointees shall have performed similar duties on at least one previous project of the size, scope and complexity as the current Contract.
 - Appointees shall be experienced in the types of Work being performed.
 - Appointees shall be capable of reading and thoroughly understanding the Contract Documents.
- The appointed single Superintendent, or any alternate Superintendent shall:
 - Be present for all On-Site Work, regardless of the amount to be performed by the Contractor, Subcontractors, Suppliers, or other providers, unless the Engineer provides prior approval of the Superintendent's or alternate Superintendent's absence.
 - Be equipped with a two way radio or cell phone capable of communicating throughout the project during all the hours of Work on the Project Site and be available for communication with the Engineer.
 - Have full authority and responsibility to promptly execute orders or directions of the Engineer.
 - Have full authority and responsibility to promptly supply the Materials, Equipment, labor, and Incidentals required for performance of the Work.

- Coordinate and control all Work performed under the Contract, including without limitation the Work performed by Subcontractors, Suppliers, and Owner Operators.
- Diligently pursue progress of the Work according to the schedule requirements of Section 00180.
- Cooperate in good faith with the Engineer, Inspectors, and other contractors in performance of the Work.
- Provide all assistance reasonably required by the Engineer to obtain information regarding the nature, quantity, and quality of any part of the Work.
- Provide access, facilities and assistance to the Engineer in establishing such lines, grades and points as the Engineer requires.
- Carefully protect and preserve the Engineer's marks and stakes.
- Maintains as-built drawings.

Any Superintendent or alternate Superintendent who repeatedly fails to follow the Engineer's written or oral orders, directions, instructions, or determinations, shall be subject to removal from the project.

If the Contractor fails or neglects to provide a Superintendent, or an alternate Superintendent, and no prior approval has been granted, the Engineer has the authority to suspend the Work according to 00180.70. Any continued Work by the Contractor, Subcontractors, Suppliers, or other providers may be subject to rejection and removal. The Contractor's repeated failure or neglect to provide the superintendence required by these provisions constitutes a material breach of the Contract, and the Engineer may impose any remedies available under the Contract, including but not limited to Contract termination.

00150.50 Cooperation with Utilities:

(a) General - Unless otherwise specified in the Special Provisions or on the Plans, existing Utilities requiring adjustment may be adjusted by the Utility before, during, or after Project construction. "Adjustment of Utilities" shall mean the alteration, improvement, connection, disconnection, relocation, or removal of existing Utility lines, facilities, or systems in temporary or permanent manner.

(b) Agency Responsibilities - Before Bids are received, the Agency will make preliminary arrangements for planned Adjustment of Utilities. The Plans will not normally show the anticipated new location of Utilities that have been or will be adjusted.

(c) Contractor's Responsibilities - The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after the Contract is awarded to verify all Utilities' involvement on the Project Site;
- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect it from damage or disturbance and promptly notify the Engineer; and
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.
- Verify the location of existing utilities by direct site investigation. Physical location of utilities in paved areas shall be determined by core and vactor-excavation. Patching of cores shall be with Level 3 (1/2") hot mix asphalt, sealed, and sanded. Potential conflicts with existing utilities shall be potholed no less than one week prior to performing work in the area of the potential conflict and results given to the Engineer for evaluation. Costs for this effort shall be considered incidental to other bid items. No separate measurement and payment will be made.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

(d) Notification - If the Project is located within the area served by the Oregon Utility Notification Center, the Contractor shall notify owners of Utilities prior to the performance of Work in the vicinity of their facilities. The Utilities notification system telephone number is 1-800-332-2344 or 811.

The Contractor shall comply with the rules of the Oregon Utility Notification Center, OAR 952-001, and ORS 757.557. The Contractor may contact the Oregon Utility Notification Center at 503-232-1987 about these rules.

(e) Utility Information - The following organizations may be adjusting Utilities within the limits of the Project during the period of the Contract:

Type of Utility Responsible Authority

- Gas – Northwest Natural
- Electric and Water – McMinnville Water and Light
- Telephone – AT&T, OnlineNW, and Verizon Communications
- Storm & Sanitary Sewer – City of McMinnville
- Cable TV & High Speed Internet – Comcast and Ziplly Fiber.
- Other agencies within the project area.

The Contractor shall be responsible, although Agency will cooperate as necessary, for scheduling and coordinating public utility work. The Agency assumes no responsibility as to the exact location of utilities and/or omission from the plans. Existing utilities, whether known or unknown, that are damaged by the Contractor shall be repaired or replaced at Contractor's expense. The Contractor shall not be entitled to any additional compensation due to the presence of or interference, delays, or expense caused by said existing utilities, whether known or unknown.

The Contractor shall allow at least 4 weeks for the utility companies to relocate their facilities. If a utility requires more than 4 weeks to relocate its facilities, the Contractor may request a Contract Time extension according to 00180.80, but will not be entitled to any additional compensation as a result of the utility's delay to relocate.

00150.55 Cooperation with Other Contractors - The Agency reserves the right to perform other work on or near the Project Site, including without limitation any Materials site, with forces other than those of the Contractor.

If such work takes place on or near the Project Site, the Contractor shall have the following obligations:

- The Contractor shall coordinate Work with other contractors or forces.
- The Contractor shall cooperate in good faith with all other contractors or forces.
- The Contractor shall perform the Work specified in the Contract in a way that will minimize interference and delay for all forces involved.
- The Contractor shall place and dispose of the Materials being used so as not to interfere with the operations of other forces.
- The Contractor shall join the Work with that of other forces in a manner acceptable to the Engineer or the Agency, and shall perform it in the accepted sequence with the work of the other force.

The Engineer will resolve any disagreements under this Subsection that may arise among the Contractor and other work forces, or between the Contractor and the Agency. The Engineer's decision in these matters is final, as provided in 00150.00.

When the schedules for Work of the Contractor and the work of other forces overlap, each contractor involved shall submit a current, realistic progress schedule to the Engineer. Before the Engineer accepts the schedule, each party shall have the opportunity to review all schedules. After this review and any necessary consultations, the Engineer will determine acceptable schedules.

The Contractor waives any right it may have to make claims against the Agency for any damages or claims that may arise because of inconvenience, delay, or loss due to the presence of other contractors working on or near the Project Site.

If the Contract gives notice of work to be performed by other forces that may affect the Contractor's Work under the Contract, the Contractor shall include any costs associated with coordination of the Work in the appropriate Pay Item or as a portion of a Pay Item.

In an emergency, the contractor most immediately able to respond may repair a facility or Utility of another contractor in order to prevent further damage to the facility, Utility, or other Structure as a result of the emergency.

00150.60 Construction Equipment Restrictions:

(a) Load and Speed Restrictions for Construction Vehicles and Equipment - The Contractor shall comply with legal weight and speed restrictions when moving Materials or Equipment beyond the limits of the Project Site.

The Contractor shall control vehicle and Equipment loads and speeds within the Project Site according to the following restrictions, unless the Special Provisions provide otherwise:

- The Contractor shall restrict loads and speeds as necessary to avoid displacement or loss of Materials on Subgrades and Aggregate Bases.
- The Contractor shall restrict weights to legal loads, and shall travel at speeds of no more than 45 mph or the posted construction speed, whichever is less, on treated Bases, Pavement, or wearing Courses.
- The Contractor shall not cross Bridges or other Structures with Equipment or vehicles exceeding the legal load limit without prior written permission of the Engineer. The Contractor shall make any such request in writing, describing the loading details and the arrangement, movement, and position of the Equipment on the Structure. The Contractor shall comply with any restrictions or conditions included in the Engineer's written permission.

(b) Protection of Buried Items - The Contractor shall use temporary fill or other methods to avoid overload of pipes, box culverts, and other items that are covered, or to be covered, by fill or backfill.

(c) Responsibility for Damages - The Contractor shall assume responsibility for damages caused by excessive Equipment speed or loads while performing the Work, both inside and outside the Project Site. The Engineer's permission to cross Bridges and other Structures, according to 00150.60(a) will not relieve the Contractor from responsibility for load-caused damages.

00150.70 Detrimental Operations - The Contractor shall avoid operations whose methods, conditions, or timing may injure people or damage property or the Work. Damage may include without limitation, staining surfaces with mud or asphalt. (also see 00150.60, 00150.75, and Section 00170)

When any such damage occurs, the Engineer will determine if it is to be corrected by repair, replacement, or compensatory payment by the Contractor. If compensatory payment is required, the Engineer will determine the amount. Compensatory payment may be deducted from monies due or to become due to the Contractor under the Contract.

00150.75 Protection and Maintenance of Work During Construction - The Contractor shall protect and maintain the Work during construction and until Third Notification has been issued, unless otherwise provided in the Contract. For the purposes of this Subsection, "maintenance" shall include measures to prevent deterioration of Roadway and Structures at the Project Site, and to keep them in good condition at all times during the prosecution of the Work. The Contractor shall continuously allocate sufficient Equipment and workers to achieve such maintenance.

If the Contract requires the placement of a Course upon a previously constructed Course or Subgrade, the Contractor shall maintain the previous Course or Subgrade during all construction operations.

The Contractor shall include costs of protecting and maintaining the Work during construction in the unit prices bid for the various Pay Items. The Contractor will not be paid an additional amount for this Work, unless otherwise specified.

The Engineer will immediately notify the Contractor of Contractor's noncompliance with this Subsection. If the Contractor fails to remedy unsatisfactory protection or maintenance within 24 hours after receipt of such notice, the Engineer may proceed immediately to remedy the deficiency, and deduct the entire cost from monies due or to become due the Contractor under the Contract.

00150.80 Removal of Unacceptable and Unauthorized Work - The Contractor shall correct or remove unacceptable Work and remove unauthorized Work, as directed by the Engineer in writing. The Contractor shall replace such work with Work and Materials conforming to the requirements of the Contract.

For the purposes of this Subsection, "unauthorized work" shall include without limitation the following:

- Work that extends beyond lines shown on the Plans or otherwise established by the Engineer;
- Work that is contrary to the Engineer's instructions; and
- Work that is conducted without the Engineer's written authorization.

The Agency will not pay the Contractor for unauthorized or unacceptable work. The Engineer may issue a written order for the correction or removal of such work at the Contractor's expense.

If, when ordered by the Engineer, the Contractor fails to correct or remove unacceptable or unauthorized work, the Engineer may have the correction, or removal and replacement, done by others and deduct the entire cost from monies due or to become due the Contractor under the Contract.

00150.90 Final Inspection:

(a) On-site Construction Work - The Engineer will inspect the Project at a time close to the completion of On-Site Work to ensure the Contractor's compliance with the Contract Documents.

When all On-Site Work on the Project is completed, including but not limited to Change Order Work and Extra Work, the Engineer will issue Second Notification as specified in 00180.50(g).

Not later than 15 Calendar Days after the Engineer receives the Contractor's written notification that all punch list items, final trimming and cleanup according to 00140.90 have been completed, the Engineer will review the Project and notify the Contractor that all Work is complete, or will give the Contractor written instruction regarding incomplete or unsatisfactory Work.

(b) All Contract Work - The Engineer will issue the Third Notification when the Contractor has satisfactorily accomplished all of the following:

- The Contractor has completed all On-Site Work required under the Contract, including the punch list items from (a) above;
- The Contractor has removed all Equipment; and
- The Contractor has submitted all required certifications, bills, forms, warranties and other documents.

00150.91 Post-Construction Review - The Contractor or the Engineer may request a Post-Construction Review meeting, to be held at a time prior to issuance of Third Notification but not earlier than 15 Days following the date of Second Notification. The meeting may be held if agreed to by both parties. The party making the request will conduct the meeting, and will announce the time and place of the meeting at least 15 Days prior to the meeting date. The purpose of this meeting is to examine the Project for possible process improvements that may benefit future projects.

00150.95 Final Acceptance - After the Engineer completes Final Inspection of all Work and sends Third Notification to the Contractor, the Agency will acknowledge Final Acceptance. The Agency will notify the Contractor in writing of the date of Final Acceptance within 7 Calendar Days after Final Acceptance, or as soon thereafter as is practicable.

00150.96 Maintenance Warranties and Guarantees - Prior to Third Notification, the Contractor shall transfer to the Agency all unexpired manufacturers' warranties and guarantees for Materials and Equipment installed on the Project. Such warranties and guarantees shall recite that they are enforceable by the Agency.

00150.97 Responsibility for Materials and Workmanship:

(a) The Contractor shall perform the Work according to the terms, conditions, and requirements of the Contract.

(b) Whether before or after the Agency's acceptance of the Work, the Contractor shall be responsible for:

- Correcting or repairing any defects in, or damage to, the Work which results from the use of improper or defective materials or workmanship; or
- Replacing, in its entirety, the Work affected by the use of improper or defective materials or workmanship to the extent provided by law; and
- Correcting or repairing any Work, Materials, Structures, Existing Surfacing, Pavement, Utilities, or sites, including without limitation Wetlands, damaged or disturbed in that correction, repair, or replacement. (see 00170.80 to 00170.85).

Section 00160 - Source of Materials

00160.00 Definitions - The following definitions apply to Section 00160:

(a) Prospective Source - Agency-furnished Materials source, use of which by the Contractor is optional. The Agency makes no guarantee or representation, by implication or otherwise, of the land use status, quantity, quality, or acceptability of Materials available from it, except as may be stated in the Special Provisions.

(b) Mandatory Source - Agency-furnished Materials source, use of which by the Contractor is required.

00160.01 Notification of Source of Supply and Materials:

(a) All Materials - The Contractor shall notify the Engineer in writing of all proposed Materials sources of supply, including without limitation any steel or other fabricators within the following time frames:

- At least 15 Calendar Days before using or fabricating Materials, if source is within the State; or
- At least 45 Calendar Days before using or fabricating Materials, if source is outside the State

(b) Prospective Source Materials - When given an option to use Prospective Sources of Materials to be incorporated into the Work, the Contractor shall notify the Engineer in writing of the option selected within 15 Calendar Days from date of Notice to Proceed. Otherwise, such Materials sources may become unavailable.

(c) Approval Required - Before allowing production or delivery of Materials to begin from any source, the Contractor must obtain the Engineer's approval. Approval to use any source does not imply that Materials from that source will be accepted. If approved sources do not provide Materials that meet Specifications, the Materials will be rejected. The Contractor will then be responsible for locating other sources and obtaining the Engineer's approval.

(d) Terms Required - The Contractor shall comply with 00170.07.

00160.10 Ordering, Producing, and Furnishing Materials - The Contractor shall not place orders for or produce full quantities of Materials anticipated to be required to complete the Work until the Work has advanced to a stage that allows the quantities to be determined with reasonable accuracy. Upon request, the Engineer will notify the Contractor in writing of the quantities required. Quantity estimates by the Engineer before this notification are only approximate.

(a) Contractor's Duties - In purchasing, producing, or delivering Materials, the Contractor shall take into account the following:

- Kind of work involved;
- Amount of work involved;
- Time required to obtain Materials; and
- Other relevant factors.

00160.20 Preferences for Materials:

(a) Buy America - If federal highway funds are involved on the Project, the Contractor shall limit the quantity of foreign Materials incorporated into the Work as follows. Section 635.410 of Title 23, Code of Federal Regulations, and the Intermodal Surface Transportation Efficiency Act require that all iron or steel manufacturing processes, including without limitation the casting of ingots, for iron or steel Materials permanently incorporated into the Project shall occur in the United States, unless the cost of foreign-origin iron or steel Materials does not exceed one-tenth of one percent (0.1%) of the Contract Amount or \$2,500, whichever is greater. The Contractor shall not incorporate foreign-origin iron or steel Materials in excess of this amount into the Project. All foreign-origin iron or steel Materials incorporated in the Project in excess of the amount indicated above shall be removed and replaced with domestic iron or steel Materials at the Contractor's expense. For purposes of this Specification, the cost of foreign-origin iron or steel Materials shall be the value of the iron or steel products as of the date they are delivered to the Project Site.

Manufacturing processes include without limitation the application of coatings to finished iron or steel products or components. Coatings include epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of the steel or iron product or component.

The Contractor shall provide the Engineer with a Certificate of Materials Origin, on a form furnished by the Engineer, before incorporating any iron or steel products into the Project. Unless a Certificate of Materials Origin has been provided to the Engineer, the Materials shall be considered of foreign origin.

The Contractor shall retain manufacturers' certificates verifying the origin of all domestic iron or steel Materials for 3 years after the date of final payment for the Project, and shall furnish copies to the Engineer upon request.

(b) Buy Oregon - According to ORS 279A.120, the Contractor shall give preference to goods or services produced in Oregon if price, fitness, availability, and quality are equal. This provision does not apply to Contracts financed wholly or in part by federal funds.

(c) Recycled Materials - According to the provisions of ORS Chapter 279A and subject to the approval of the Engineer, the Contractor shall use recycled products to the maximum extent economically feasible.

00160.30 Agency-Furnished Materials - Unless otherwise specified in the Special Provisions, Materials listed as Agency-furnished will be available to the Contractor free of charge.

The Contractor shall be responsible for all Materials furnished by the Agency and shall pay all demurrage and storage charges. The Contractor shall replace at its expense Agency-furnished Materials lost or damaged due to any cause.

The locations at which Agency-furnished Materials are available will be specified in the Special Provisions. If the locations are not listed in the Special Provisions, the Agency-furnished Materials will be furnished to the Contractor at the Project Site. In either case, all costs of handling, hauling, unloading, and placing Agency-furnished Material shall be considered included in the price paid for the Pay Item involving such Material.

All Agency-furnished Materials not incorporated into the Work remains the property of the Agency. The Contractor shall deliver such Materials as directed by the Engineer.

00160.40 Agency-Furnished Sources -

Agency-Furnished Sources for this Project, if any, will be listed in Section 00235 of the Special Provisions.

00160.50 Agency-Controlled Land; Limitations and Requirements:

(a) General - The Contractor shall have no property rights in, or right of occupancy on, Agency-Controlled Land. Nor shall the Contractor have the right to sell, use, remove, or otherwise dispose of any material from Agency-Controlled Land, areas, or property, except as specified in the Special Provisions or by the written authorization of the Engineer.

Unless authorized in the Contract, the Contractor shall not disturb any material within Rights-of-Way without written authorization from the Engineer.

Unless otherwise specified in the Contract, the ownership of all materials originating on Agency-Controlled Lands will at all times vest in, and remain within the control of, the Agency.

(b) Waste, Excess, and By-Product Materials - All waste, excess, and by-product materials, collectively referred to in this Subsection as "By-Products", from the manufacture or production of Materials shall remain Agency property. Unless otherwise ordered by the Engineer in writing, By-Products shall be placed as required by the development plan:

- In stockpiles at designated locations;
- At locations and in shapes that are readily accessible; and
- In such a manner as to avoid fouling areas containing useable materials, or interfering with future plant setups to use materials from the property.

The Agency will not compensate the Contractor for handling and stockpiling By-Products according to the development plan requirements. If by written order the Engineer directs the Contractor to stockpile or place designated By-Products at alternate sites, the By-Products designated shall be loaded, hauled, and placed as directed, and this work will be paid for according to 00195.20.

00160.60 Contractor-Furnished Materials and Sources:

(a) General - The Contractor shall furnish, at its own expense, all products and Materials required for the Project from sources of its own choosing, unless such sources have been specified in the Special Provisions or Plans as Prospective or Mandatory Sources.

(b) Acquisition of Sources - The Contractor shall acquire, at its own expense, the rights of access to, and the use of, all sources the Contractor chooses which are not Agency-controlled and made available by the Agency to the Contractor.

(c) Additional Requirements - Except for continuously-operated commercial sources, Work shall not begin, nor will any Materials be accepted by the Engineer, until the Contractor has:

(1) Given to the Engineer a copy of permits from, or proof that permits are not required from:

- The Department of Geology and Mineral Industries, as required under ORS 517.790;
- The Division of State Lands, as required under ORS 196.810 (when removing material from the bed or banks of any waters or from any Wetland); and
- Local governmental authorities having jurisdiction over land use at the source location.

(2) Furnished to the Engineer written approval of the property owner, if other than the Contractor, for the Contractor's proposed plans of operation in, and reclamation of, the source. The Contractor shall include in the document containing the property owner's written approval a summary of the requirements of the permits described above, which shall be subject to the Engineer's approval.

00160.70 Requirements for Plant Operations - Before operating mixing plants, Rock crushers, or other Equipment, the Contractor shall provide the Engineer copies of all applicable discharge permits for noise, air contaminants, and water pollutants from DEQ or applicable local jurisdictions, or a letter from DEQ or the local jurisdiction stating that no permits are required for the use of the Equipment and sites.

00160.80 Requirements for Sources of Borrow and Aggregate - The Contractor shall conduct operations according to all applicable federal, State, and local laws (including without limitation ORS 517 and OAR 632-030) when developing, using, and reclaiming all sources of Borrow material and Aggregate. The Contractor shall provide erosion control at Borrow sources that are not within the Project Site. The Contractor shall not operate in Wetlands except as allowed by permit. The Contractor shall comply with all requirements for pollution and sediment control, including without limitation the National Pollutant Discharge Elimination System where applicable.

Except for continuously-operated commercial sources, the Contractor shall also conform to the following:

(a) If a natural growth of trees or shrubs is present, preserve a border of such to conceal land scars.

(b) Excavate Borrow sources and Aggregate sources, except for those in streams and rivers, to provide:

- Reasonably uniform depths and widths;
- Natural drainage so no water stands or collects in excavated areas, when practicable;
- Slopes trimmed to blend with the adjacent terrain upon completion of operations;
- Slopes covered with native soil, or acceptable plant rejects to support plant growth, if required by Specifications, Plans, or permits; and
- A vegetative cover that blends with the adjacent natural growth.

(c) Excavate in quarries so that:

- Faces will not be steeper than vertical (no overhang);
- Vertical faces conform to Oregon OSHA standards, Division 3, and as shown on an approved development plan;
- Floors or benches are excavated to a uniform Slope free of depressions and will drain and not interfere with the downland owner's property; and
- Upon completion, the quarry is left appearing neat and compatible with surrounding terrain.

(d) Obliterate haul roads specifically built for access to sources, and restore the areas disturbed by these roads as nearly as practicable to the conditions that existed before the roads were built, unless otherwise directed by the landowner, regulatory body, or Agency.

Section 00165 - Quality of Materials

Description

00165.00 General - The Contractor shall incorporate into the Work only Materials conforming to the Specifications and approved by the Engineer. The Contractor shall incorporate into the Work only manufactured products made of new materials unless otherwise specified in the Contract. The Agency may require additional testing or retesting to determine whether the Materials or manufactured products meet Specifications.

Materials or manufactured products not meeting the Specifications at the time they are to be used are unacceptable and must be removed immediately from the Project Site, unless otherwise directed by the Engineer.

00165.01 Rejected Materials - The Engineer may reject any Materials that appear to be defective (00150.25) or that contain asbestos. The Contractor shall not incorporate any rejected Materials into the Work. Rejected Materials whose defects have been corrected may not be incorporated into the Work until the Engineer has approved their use. The Engineer may order the removal and replacement by the Contractor, at Contractor's expense, of any defective Materials. (refer also to 00150.20)

00165.02 Materials Conformance and Quality Compliance Documents - For purposes of this Section, "Materials Conformance Documents" means the Contractor's quality-control, the Agency's verification, and the independent assurance test results, and the identity of the testing facility, as specified in the ODOT Manual of Field Test Procedures (MFTP), unless otherwise specified in the Contract.

For purposes of this Section, "Quality Compliance Documents" means those documents specified in ODOT's Nonfield-Tested Materials Acceptance Guide, unless otherwise specified in the Contract.

00165.03 Testing by Agency - When testing Materials, the Agency will conduct the tests in its central laboratory, field laboratories, or other laboratories designated by the Engineer, even though certain AASHTO, ASTM, and other Materials specifications may require testing at the place of manufacture. Results of the Agency's tests will be made available to the Contractor.

00165.04 Costs of Testing - When the Contract requires that the Agency performs the testing, the testing will be at the Agency's expense. The Agency will pay the cost of Contractor-requested source-review tests on unprocessed Aggregates from no more than two sources for each Project, and on no more than three unprocessed samples from each source. Additional source-review tests performed at the Contractor's request shall be at the Contractor's expense.

Unless otherwise provided in the Contract, all testing and retesting required to be performed by the Contractor will be at the Contractor's expense.

Provisions and Requirements

00165.10 Materials Acceptance Guides - Unless otherwise specified elsewhere in the Contract, Materials will be accepted according to the following guides:

(a) Field-Tested Materials - Field-tested Materials will be accepted according to the ODOT Manual of Field Test Procedures (MFTP). The MFTP is published once per year and is available on the ODOT Construction Section web site.

(b) Nonfield-Tested Materials - Nonfield-tested Materials will be accepted according to the ODOT Nonfield Tested Materials Acceptance Guide (NTMAG), unless otherwise specified in the Contract. The NTMAG is available on the ODOT Construction Section web site.

00165.20 Materials Specifications and Test Method References - References to Materials specifications and test methods of ODOT, WAQTC, AASHTO, ASTM, other governmental agencies, or other recognized organizations mean those officially adopted and in current use by that agency or organization on the date of Advertisement.

If there are conflicting references, or if no reference is made to Materials specifications or test method, Materials must meet the Materials specifications or test methods required by the first applicable of the following agencies and organizations:

- Field-Tested Materials:
 - Special Provisions.
 - MFTP; and
 - Standard Specifications.
- Non-field Tested Materials:
 - ODOT;
 - WAQTC;
 - AASHTO;
 - ASTM;
 - Other recognized national organizations, such as ANSI, AWWA, IMSA, and UL; and
 - Industry standards in the location where the Work is being performed.

If there are conflicting references in the Contract or the Quality Assurance program, to required sampling and testing frequencies, the Contractor shall sample and test the Materials according to the first applicable of the following:

- Special Provisions.
- MFTP; and
- Standard Specifications.

00165.30 Field-Tested Materials:

(a) Contractor's Duties - The Contractor shall:

- Furnish Materials of the quality specified in the Contract;
- Provide and administer a quality control program as described in the Quality Assurance Manual portion of the MFTP. Upon request, the Contractor shall provide to the Engineer the names, telephone numbers, and copies of certifications for all personnel performing field testing; and
- Perform other testing as required by the Contract.

(b) Types of Tests - The types of tests and testing methods generally required by the Agency are described in the MFTP.

(c) Acceptance of Field-Tested Materials The Contractor's test results for field-tested Materials will be verified by the Agency according to the Quality Assurance program outlined in the MFTP. If the Agency's QA test results verify the Contractor's results, the Materials will be analyzed for acceptance according to one of the following methods before the Engineer will accept them for incorporation into the Work:

- Statistically, according to 00165.40, to determine "Pay Factors" for produced Aggregate;
- Statistically, according to 00165.40, to determine "Composite Pay Factors" for mixtures; or
- Other methods determined by the Engineer.

If the Agency's verification testing reveals that the Contractor's data is incorrect, the Agency may require additional testing to determine whether the Materials meet Specifications. The Contractor shall perform additional quality control testing or provide split samples to the Agency for additional testing as directed. If the Materials do not meet Specifications, the Contractor shall reimburse the Agency for the cost of the additional testing, which may be deducted from monies due or to become due the Contractor under the Contract. Incorporated Materials that do not meet Specifications will be evaluated according to 00165.01 and 00150.25. If the Materials meet Specifications the Agency will pay the cost for the additional testing.

00165.35 Non-field-Tested Materials - The Contractor shall furnish Materials meeting Specifications, along with all Materials Conformance and Quality Compliance Documents.

(a) Test Results Certificate - The Certificate shall:

- Be from the manufacturer verifying that the Material furnished has been sampled and tested and the test results meet the Specifications.
- Include, or be accompanied by, a copy of the specified test results (ODOT, AASHTO, ASTM, UL or other).
- Identify the testing agency and the representative responsible for the test results.
- Permit positive determination that Material delivered to the Project is the same Material covered by the test results.
- Be delivered to the Engineer with the shipment of the material.

(b) Quality Compliance Certificate - The Certificate from the manufacturer shall:

- Verify that the Material meets the Specifications, and identify by number the specified test methods used, (ODOT, AASHTO, ASTM, UL, or other)
- Permit positive determination that Material delivered to the Project is the same Material covered by the certificate,
- Be delivered to the Engineer with the shipment of the Material, or be an identification plate or mark, decal, sticker, label, or tag attached to the container or Material,

(c) Equipment List and Drawings - These consist of lists of proposed Equipment and Materials, such as:

- Shop drawings
- Material lists
- Equipment lists
- Catalog description sheets
- Manufacturer's brochures

Submit these lists to the Engineer for review of conformance with the Specifications.

(d) Certificate of Origin of Steel Materials - When specified, complete this document (ODOT Form 734-2126) as required by 00160.20 for Federal-aid projects.

Materials will be subject to acceptance testing if the Engineer so elects. The Engineer may reject damaged or non-Specification Materials regardless of the Materials Conformance Documents furnished.

00165.40 Statistical Analysis Statistical Analysis is not required. When 00165.30(c) or 00165.50 applies the Contractor shall divide the Materials into lots and sublots and randomly sample and test them as required. The Engineer will analyze the materials and determine if the Materials conform to the Specifications. If this subsection has been referenced it shall be understood that Statistical Analysis is not required and the Engineer will clarify the intent according to 00150.10(c).

(a) Lot - A lot is the quantity of Materials produced by a single process or JMF that is sampled and tested, as specified in this Subsection.

(b) Sublot - A sublot is a portion of a lot, for which a sample test value may be normally obtained.

00165.50 Acceptance Sampling and Testing -The Contractor shall sample and test Materials for acceptance, as required by the Contract. Materials will be analyzed as determined by the Engineer for acceptance before the Engineer will accept them for incorporation into the Work. Acceptance based on Statistical Analysis is not required. When the Engineer determines the Materials or Work does not conform to the Specifications the Engineer may accept the Materials or Work with pay adjustments or reject the Materials or Work per 00150.25.

00165.70 Use of Materials without Acceptable Materials Conformance Documents:

(a) General - The Contractor shall not incorporate Materials into the Project prior to submittal of Materials Conformance Documents acceptable to the Engineer. The Engineer may waive this requirement temporarily if Materials are necessary for immediate traffic safety.

(b) Materials Incorporated for Immediate Traffic Safety - If Materials are incorporated into the Project for immediate traffic safety before acceptable Materials Conformance Documents are available, no payment will be made for the value of the Materials, or the costs of incorporating them, until Materials Conformance Documents have been submitted to and approved by the Engineer, or the Materials are otherwise found through testing to comply with Specifications.

(c) Contractor's Request for Testing Assistance - If acceptable Materials Conformance Documents are not available, the Contractor may either have the necessary tests performed at a private laboratory or request in writing that the Engineer:

- Determine if the Agency or its agents can sample and test;
- Estimate the cost to the Contractor for the testing service; and
- Estimate the time required to obtain the test results.

The Engineer will provide this information to the Contractor in writing. If the Contractor requests the Engineer, in writing, to proceed, the Engineer will arrange for the sampling and testing, at the Contractor's expense. If these tests determine the Material complies with the Specifications, the Materials may be incorporated into the Project, or for Materials previously incorporated according to (b) above, payment will be authorized.

00165.75 Storage and Handling of Materials - The Contractor shall store and handle Materials so as to preserve their quality and fitness for incorporation into the Work. The Contractor shall restore all storage sites to their original condition according to 00140.90, or to comply with any applicable permits, orders, or agreements, at the Contractor's expense.

Stored Materials:

- Shall be readily accessible for inspection;
- May be stored on Agency-approved parts of the Right-of-Way; and
- May be stored on private property if written permission of the owner or lessor is obtained.

Measurement

00165.80 Measurement - No separate measurement will be made of Work performed under this Section.

Payment

00165.90 Incidental Basis - No separate or additional payment will be made for sampling, testing, certification, or other associated Work performed under this Section, whether performed by the Contractor, manufacturer, producer or supplier. No payment will be made for providing quality control personnel.

00165.91 Fabrication Inspection Expense - Fabrication of certain items outside of the State creates additional shop and plant inspection expense to the Agency. It is impractical, and extremely difficult, to determine the actual additional expenses incurred. Therefore, each time that inspection by Agency personnel is necessary, payment to the Contractor will be reduced by an amount computed at the following rates:

Zone	Place of Fabrication	Reduction in Payment
1	All of State of Oregon and those portions of adjacent states within 50 airline miles of the Oregon border	\$0
2	Outside of Zone 1 and up to 300 airline miles from the Oregon border	\$100 per Calendar Day

3	Outside of Zone 2, up to 3,000 airline miles from the Oregon border and within the continental United States.	Round trip coach airfare from Portland, Oregon plus \$100 per Calendar Day
4	Outside of Zone 3 or outside of the continental United States.	Round trip coach airfare from Portland, Oregon plus \$150 per Calendar Day

Calendar Day charges begin on the first day the Agency's inspector begins travel to begin work at the fabrication site, and continue without interruption through the final day of travel back to the State. The Contractor will be notified in writing of the dates of beginning and ending of Calendar Days used in computing payment reduction.

This Subsection applies to all fabricated items or manufactured Materials that are inspected by Agency personnel, which include, but are not limited to:

- Structural steel fabrication;
- Prestressed concrete members;
- Precast concrete;
- Signs;
- Preservative treatment of wood products;
- Epoxy coating of reinforcing steel; and
- Other items specifically identified in the Specifications as requiring fabrication site or in-plant inspection by the Agency.

Section 00170 - Legal Relations and Responsibilities

Description

00170.00 General - The Contractor shall comply with all laws, ordinances, codes, regulations and rules, (collectively referred to as "Laws" in this Section), that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

The Contractor shall indemnify, defend, and hold harmless the Agency and its representatives from liability arising from or related to the violation of Laws by those engaged in any phase of the Work. This provision does not apply to Work performed by Agency employees.

Provisions and Requirements

00170.01 Other Agencies Affecting Agency Contracts - Representatives of regulatory bodies or units of government whose Laws may apply to the Work shall have access to the Work according to 00150.20(d). These may include but are not limited to those in the following (a), (b), (c), and (d).

(a) Federal Agencies:

Agriculture, Department of
 Forest Service
 Natural Resource Conservation Service

Army, Department of the
 Corps of Engineers

Commerce, Department of
 National Marine Fisheries Service

Defense, Department of

Energy, Department of

Environmental Protection Agency (EPA)

Federal Energy Regulatory Commission

Geology Survey

Health and Human Services, Department of

Homeland Security, Department of
 U.S. Coast Guard (USCG)

Housing and Urban Development, Department of

Interior, Department of
 Heritage, Conservation, and Recreation Service
 Bureau of Indian Affairs
 Bureau of Land Management
 Bureau of Mines
 Bureau of Reclamation
 Geological Survey
 Minerals Management Service
 Office of Surface Mining, Reclamation, and Enforcement

Minerals Management Service

Solar Energy and Energy Conservation Bank

U.S. Fish and Wildlife Service

Labor, Department of Mine Safety and Health Administration
 Occupational Safety and Health Administration (OSHA)

Transportation, Department of
 Federal Highway Administration

Water Resources Council

(b) State of Oregon Agencies:

Administrative Services, Department of
 Agriculture, Department of
 Natural Resources Division
 Soil and Water Conservation District
 Columbia River Gorge Commission
 Consumer and Business Services, Department of
 Insurance Division
 Oregon Occupational Safety and Health Division (OR-OSHA)
 Energy, Office of
 Environmental Quality, Department of (DEQ)
 Fish and Wildlife, Department of
 Forestry, Department of
 Geology and Mineral Industries, Department of
 Human Resources, Department of
 Labor and Industries, Bureau of
 Land Conservation and Development Department
 Parks and Recreation, Department of
 State Lands, Division of
 Water Resources Department

(c) Local Agencies:

City Councils
 County Commissioners, Boards of
 Design Commissions
 Historical Preservation Commissions
 Lane Regional Air Pollution Authority (LRAPA)
 Planning Commissions
 Port Districts
 Special Districts

(d) Oregon Federally Recognized Tribal Governments:

Burns Paiute Tribe
 Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians
 Confederated Tribes of Grand Ronde
 Confederated Tribes of Siletz
 Confederated Tribes of Umatilla Indian Reservation
 Confederated Tribes of Warm Springs
 Coquille Tribe
 Cow Creek Band of Umpqua Indians
 Klamath Tribe

00170.02 Permits, Licenses, and Taxes - As required to accomplish the Work, the Contractor shall do the following:

- Obtain all necessary permits and licenses, except for those noted in 00170.03;
- Pay all applicable charges, fees and taxes, whether currently existing or adopted during the term of the Contract, except for those noted in 00170.03;

- Give all notices required by applicable Laws or under the terms of the Contract;
- Comply with ORS 274.530 relating to lease of stream beds by Oregon Division of State Lands;
- License, in the State of Oregon, all vehicles subject to licensing;
- Comply with ORS 477.625 and ORS 527.670 relating to clearing and fire hazards on forest lands; and
- Comply with all orders and permits issued by a governmental authority, whether local, State, or federal.

00170.03 Furnishing Right-of-Way and Permits- Unless required to be obtained in the name of the Contractor, the Agency will obtain and pay for the following when they are required by the applicable Laws or by Plans or Specifications:

- All necessary Rights-of-Way;
- Permits required for crossing or encroaching upon navigable streams;
- Permits required for removing materials from or depositing materials in waterways;
- Permits required for operating in Agency-controlled source of Materials or disposal area;
- System development fees charged by local units of government;
- Building construction permits, not including specialty work such as heating, ventilation, air conditioning, or electrical;
- Cost of referencing and replacing endangered survey monuments; and
- Environmental permits, including erosion control permits.

00170.04 Patents, Copyrights, and Trademarks - Prior to use of designs, devices, materials, or processes protected by patent, copyright, or trademark, the Contractor shall obtain from the Entity entitled to enforce the patent, copyright, or trademark all necessary evidence of legal right.

The Contractor shall indemnify, defend and hold harmless the Agency and all third parties and political subdivisions having a possessory or ownership interest or regulatory authority over the Project or Project Site from claims of patent, copyright or trademark infringement, and from costs, expenses and damages the Contractor or Agency may be obligated to pay as a result of such infringement during or after completing the Work.

00170.05 Assignment of Antitrust Rights - The Contractor irrevocably assigns to the Agency any claim for relief or cause of action the Contractor acquires during the term of the Contract, or which may accrue thereafter, by reason of any violation of:

- Title 15 (Commerce and Trade), United States Code;
- ORS 646.725; and
- ORS 646.730.

In connection with this assignment, it is an express obligation of the Contractor to take no action that would in any way impair or diminish the value of the rights assigned to the Agency according to the provisions of this Subsection. Further, it is the express obligation of the Contractor to take all action necessary to preserve the rights assigned. It is an express obligation of the Contractor to advise the Agency's legal counsel:

- In advance, of its intention to commence any action involving such claims for relief or causes of action;
- Immediately upon becoming aware of the fact that an action involving such claims for relief or causes of action has been commenced by some other person or persons;
- The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of the Contractor's assignment to the Agency according to the provisions of this Subsection; and
- Immediately upon the discovery of any such antitrust claim for relief or cause of action.

In the event any payment is made to the Contractor under any such claims for relief, the Contractor shall promptly pay the full sum over to the Agency. In the event the Contractor fails to make such payment, the Agency may deduct the amount from monies due or to become due the Contractor under the Contract.

00170.07 Record Requirements - For purposes of this Subsection the term "Contractor" includes the Contractor, all subcontractors, Material Suppliers, and providers of rented operated Equipment (except non-DBE truck drivers), at all tiers, for all subcontracts with first-tier Subcontractors, all subcontracts between the first-tier Subcontractors and their subcontractors and any other lower tier subcontracts, and "Related Entities" as that term is defined in OAR 731-005-0780. The Material Suppliers included in this definition are those for Aggregates, Asphalt Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide quotes.

(a) Records Required - The Contractor shall maintain all records, whether created before or after execution of the Contract, or during Contract performance, or after Contract completion, to clearly document:

- The Contractor's performance of the Contract or a subcontract;
- The Contractor's ability to continue performance of the Contract or a subcontract; and
- All claims arising from or relating to performance under the Contract or a subcontract.

These records shall include all records, including fiscal records, regardless of when created for the Contractor's business. The records for the Contractor's business include without limitation the:

- Bidding estimates and records, worksheets, tabulations or similar documents.
- Job cost detail reports, including monthly totals.
- Payroll records (including without limitation the ledger or register, and tax forms) and all documents which establish the periods, individuals involved, the hours for the individuals and the rates for the individuals.
- Records that identify the Equipment used by the Contractor and subcontractors in the performance of the Contract or subcontracts, including without limitation, Equipment lists, rental contracts and any records used in setting rental rates.
- Invoices from vendors, rental agencies, and subcontractors.
- Material quotes, invoices, purchase orders and requisitions.
- Contracts with subcontractors and contracts with Material Suppliers, Suppliers and providers of rented equipment.
- Contracts or documents of other arrangements with any Related Entity as defined in OAR 731-005-0780.
- General ledger.
- Trial Balance.
- Financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial statement notes).
- Income tax returns.
- All worksheets used to prepare bids or claims, or to establish the cost components for the Pay Items, including without limitation, the labor, benefits and insurance, Materials, Equipment, and subcontractors.

The following are examples, but not an exhaustive list, of records that would be included, if generated by the Contractor. If the Contractor generates such records, or equivalent records, they are included among the records subject to 00170.07.

- Daily time sheets and supervisor's daily reports.
- Collective bargaining agreements.
- Earnings records.
- Journal entries and supporting schedules.
- Insurance, welfare, and benefits records.
- Material cost distribution worksheet.

- Subcontractors' and lower tier subcontractors' payment certificates.
- Payroll and vendor's cancelled checks.
- Cash disbursements journal.
- All documents related to each and every claim together with all documents that support the amount of damages as to each claim.
- Additional financial statements (including without limitation the balance sheet, income statement, statement of cash flows, and financial notes) preceding the execution of the Contract and following final payment of the Contract.
- Depreciation records on all business Equipment maintained by the business involved, its accountant, or other Entity. (If a source other than depreciation records is used to develop cost for the Contractor's internal purposes in establishing the actual cost of owning and operating Equipment, all such other source documents.)

The Contractor shall maintain all fiscal records in material compliance with generally accepted accounting principles, or other accounting principles that are accepted accounting principles and practices for the subject industry and adequate for the nature of the Contractor's business, and in such a manner that providing a complete copy is neither unreasonably time consuming nor unreasonably burdensome for the Contractor or the Agency. Failure to maintain the records in this manner shall not be an excuse for not providing the records.

The Contractor shall include in its subcontracts, purchase orders, and all other written agreements, a provision requiring all subcontractors, Material Suppliers and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers to comply with 00170.07. The Contractor shall also require all subcontractors, Material Suppliers, and providers of rented operated Equipment, (except non-DBE truck drivers), at all tiers and Related Entities to include in their contracts, purchase orders, and all other written agreements, a provision requiring all lower tier subcontractors, Material Suppliers and providers of rented operated Equipment (except non-DBE truck drivers) to comply with 00170.07. The Material Suppliers to which this applies are those for Aggregates, Asphalt Cement Concrete, Portland Cement Concrete and the supply and fabrication of structural steel items or Material Suppliers that provide Material quotes and Related Entities as defined in OAR 731-005-0780.

Access to Records - The Contractor shall provide the Engineer access to or a copy of all Contractor records upon request. A Project Manager's authority to request or access records is subject to OAR 731-005-0780(9). During the record retention period the Engineer, employees of the Agency, representatives of the Agency, or representatives of regulatory bodies or units of government may:

- Inspect, examine and copy or be provided a copy of all Contractor records;
- Audit the records, a Contract or the performance of a Contract;
- Inspect, examine and audit the records when, in the Agency's sole discretion, the records may be helpful in the resolution of any claim, litigation, administrative proceeding or controversy arising out of or related to a Contract.

Reasons for access to audit, inspect, examine and copy records include without limitation, general auditing, reviewing claims, checking for collusive bidding, reviewing or checking payment of required wages, performance and contract compliance, workplace safety compliance, evaluating related Entities, environmental compliance, and qualifications for performance of the Contract, including the ability to perform and the integrity of the Contractor.

Where such records are stored in a computer or in other digital media, the Engineer may request, and the Contractor shall provide, a copy of the data files and such other information or access to software to allow the Engineer review of the records.

Nothing in 00170.07 is intended to operate as a waiver of the confidentiality of any communications privileged under the Oregon Evidence Code. Nothing in 00170.07 limits the records or documents that can be obtained by legal process.

(c) Record Retention Period – Except for records subject to the Oregon Public Records Law (ORS 192.001 et seq.), which must be retained in accordance with State retention schedules, the Contractor shall maintain the records and keep the records accessible and available at reasonable times and places

for at least 3 years from the date of final payment under the Contract, or until the conclusion of all audits, litigation, administrative proceedings, disputes and claims arising out of or related to the Contract, whichever date is later.

(d) Public Records Requests - If records provided under this section contain any information that may be considered exempt from disclosure as a trade secret under either ORS 192.501(2) or ORS 646.461(4), or under other grounds specified in Oregon Public Records Law, ORS 192.410 through ORS 192.505, the Contractor shall clearly designate on or with the records the portions which the Contractor claims are exempt from disclosure, along with a justification and citation to the authority relied upon. Entire records or documents should not be designated as a trade secret or otherwise exempt from disclosure. Only specific information within a record or document should be so designated.

To the extent allowed by the Oregon Public Records Law or other applicable law related to the disclosure of public records, Agency will not disclose records or portions of records the Contractor has designated as trade secrets to a third party, who is not a representative of the Agency, to the extent the records are exempt from disclosure as trade secrets under the Oregon Public Records Law or other applicable law, except to the extent Agency is ordered to disclose in accordance with the Oregon Public Records Law or by a court of competent jurisdiction. Application of the Oregon Public Records Law or other applicable law shall determine whether any record, document or information is actually exempt from disclosure addition, in response to a public records request, the Agency will not produce or disclose records so identified as exempt by the Contractor to any person other than representatives of the Agency, and others with authorized access under 00170.07(b), without providing the Contractor a copy of the public records request, unless:

The Contractor consents to such disclosure; or

Agency is prohibited by applicable law or court order from providing a copy of the public records request to the Contractor.

If the Agency receives a public records request for records that a third party has designated as exempt and the requestor institutes an action to have the records produced, the third party whose records are being sought will be solely responsible for defending against the disclosure of such records.

00170.10 Required Payments by Contractors - The Contractor shall comply with ORS 279C.505 and ORS 279C.515 during the term of the Contract.

(a) Prompt Payment by Contractor for Labor and Materials - As required by ORS 279C.505, the Contractor shall:

- Make payment promptly, as due, to all Entities supplying labor or Materials under the Contract;
- Pay all contributions or amounts due the Industrial Accident Fund, whether from the Contractor or a Subcontractor, incurred in the performance of the Contract;
- Not permit any lien or claim to be filed against the State or any political subdivision thereof, on account of any labor or Material furnished in performance of the Contract; and
- Pay to the Department of Revenue all sums withheld from employees according to ORS 316.167.

(b) Prompt Payment by Contractor to First-Tier Subcontractor(s) - According to ORS 279C.580(3)(a), after the Contractor has determined and certified to the Agency that one or more of its Subcontractors has satisfactorily performed subcontracted Work, the Contractor may request payment from the Agency for the Work, and shall pay the Subcontractor(s) within 10 Calendar Days out of such amounts as the Agency has paid to the Contractor for the subcontracted Work.

(c) Interest on Unpaid Amount - If the Contractor or a first-tier Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract within 30 Days after the Contractor's receipt of payment, the Contractor or first-tier Subcontractor shall owe the Entity 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(3) and that end upon final payment, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b). As required by ORS 279C.515(2), the rate of interest on the amount due shall be 9 percent per annum. The amount of interest shall not be waived.

(d) Agency's Payment of the Contractor's Prompt Payment Obligations - If the Contractor fails, neglects or refuses to make prompt payment of any invoice or other demand for payment for labor or

services furnished to the Contractor or a Subcontractor by any Entity in connection with the Contract as such payment becomes due, the Agency may pay the Entity furnishing the labor or services and charge the amount of the payment against monies due or to become due the Contractor under the Contract. (The Agency has no obligation to pay these Entities, and ODOT will not normally do so, but will refer them to the Contractor and the Contractor's Surety.)

The payment of a claim by the Agency in the manner authorized in this Subsection shall not relieve the Contractor or the Contractor's Surety from obligations with respect to any such claims.

(e) Right to Complain to the Construction Contractors Board - If the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580(5)(b).

(f) Notice of Claim Against Bond - An Entity (which by definition includes a natural person) claiming not to have been paid in full for labor or Materials supplied for the prosecution of the Work may have a right of action on the Contractor's Payment Bond as provided in ORS 279C.600 and ORS 279C.605.

The Commissioner of the Bureau of Labor and Industries (BOLI) may have a right of action on the Contractor's and Subcontractors' public works bonds and Payment Bonds for workers who have not been paid in full, as provided in ORS 279C.600 and ORS 279C.605.

00170.20 Public Works Bond - Before starting Work, the Contractor and subcontractors shall each file with the Construction Contractors Board, and maintain in full force and effect, a separate public works bond, in the amount of \$30,000 unless otherwise exempt, as required by ORS 279C.830(3) and ORS 279C.836. The Contractor shall verify subcontractors have filed a public works bond before the subcontractor begins Work.

00170.32 Protection of Navigable Waters - The Contractor shall comply with all applicable Laws, including without limitation the Federal River and Harbor Act of March 3, 1899 and its amendments.

The Contractor shall not interfere with waterway navigation or impair navigable depths or clearances, except as U.S. Coast Guard or Corps of Engineer permits allow.

00170.60 Safety, Health, and Sanitation Provisions - The Contractor shall comply with all federal, State, and local Laws, regulations, executive orders, and directives and policies concerning safety, health, and sanitation standards. The Contractor shall not require workers to perform Work under conditions that are hazardous, dangerous, or unsanitary.

Workers exposed to traffic shall wear upper body garments or safety vests that are highly visible and meet the requirements of 00225.27.

Workers exposed to falling or flying objects or electrical shock shall wear hard hats.

Upon their presentation of proper credentials, the Contractor shall allow inspectors of the U.S. Occupational Safety and Health Administration (OSHA) and the Oregon Occupational Safety and Health Division (OR-OSHA) to inspect the Work and Project Site without delay and without an inspection warrant.

Pursuant to ORS 468A.710 and ORS 468A.715, the Contractor or a Subcontractor who performs Project Work involving asbestos abatement shall possess a valid DEQ asbestos abatement license.

00170.61 Industrial Accident Protection:

(a) Workers' Compensation - The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(d).

(b) Longshoremen's and Harbor Workers' Compensation - If Work to be performed is over or adjacent to navigable waters, the Longshoremen's and Harbor Workers' Compensation Act, (Chapter 18, Title 33 of the USC) may apply, and the Contractor shall be responsible for complying with its provisions (which may include the provision of additional workers' compensation benefits to employees).

00170.62 Labor Nondiscrimination - The Contractor shall comply with all Laws concerning equal employment opportunity, including without limitation those prohibiting discrimination because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation,

00170.63 Payment for Medical Care - According to ORS 279C.530, the Contractor shall promptly, as due, make payment to any person, co-partnership, 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.

00170.65 Minimum Wage and Overtime Rates for Public Works Projects:

(a) General - The Contractor is responsible for investigating local labor conditions. The Agency does not imply that labor can be obtained at the minimum hourly wage rates specified in State or federal wage rate publications, and no increase in the Contract Amount will be made if wage rates paid are more than those listed.

(b) State Prevailing Wage Requirements - The Contractor shall comply with the prevailing wage provisions of ORS 279C.800 through ORS 279C.870.

(1) Minimum Wage Rates - The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication "Prevailing Wage Rates for Public Works Contracts in Oregon". The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840 and shall include this requirement in all subcontracts.

See the Project Wage Rates page included with the Appendix for additional information about which wage rates apply to the project and how to access the applicable wage rates.

The applicable BOLI wage rates will be included in the Contract.

(2) Payroll and Certified Statements - As required in ORS 279C.845, the Contractor and every subcontractor shall submit written certified statements to the Engineer on the form prescribed by the Commissioner of BOLI in OAR 839-025-0010 certifying compliance with wage payment requirements and accurately setting out the Contractor's or subcontractor's weekly payroll records for each worker employed upon the project.

The Contractor and subcontractors shall preserve the certified statements for a period of 6 years from the date of completion of the Contract.

(3) Additional Retainage:

a. Agency - As required in ORS 279C.845(7) the Agency will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. The Agency will pay to the Contractor the amount retained within 14 Days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.

b. Contractor - As required in ORS 279C.845(8) the Contractor shall retain 25% of any amount earned by a first tier subcontractor on the project until the first tier subcontractor has filed with the Agency the certified statements required in ORS 279C.845 and in FHWA Form 1273, if applicable. Before paying any amount retained, the Contractor shall verify that the first tier subcontractor has filed the certified statement. Within 14 Days after the first tier subcontractor files the required certified statement the Contractor shall pay the first tier subcontractor any amount retained.

(4) Owner/Operator Data - For a project funded by the FHWA, the Contractor shall furnish data to the Engineer for each owner/operator providing trucking services. Furnish the data before the time the services are performed and include without limitation for each owner/operator:

Drivers name;

- Copy of driver's license;
- Vehicle identification number;
- Copy of vehicle registration;
- Motor vehicle license plate number;
- Motor Carrier Plate Number;
- Copy of ODOT Motor Carrier 1A Permit; and Name of owner/operator from the side of the truck.

(c) State Overtime Requirements - As a condition of the Contract, the Contractor shall comply with the pertinent provisions of ORS 279C.540.

(1) Maximum Hours of Labor and Overtime Pay -According to ORS 279C.540, no person shall be employed to perform Work under this Contract for more than 10 hours in any 1 Day, or 40 hours in any 1 week, except in cases of necessity, emergency, or where public policy absolutely requires it. In such instances, the Contractor shall pay the employee at least time and a half pay:

- For all overtime in excess of 8 hours a day or 40 hours in any 1 week when the work week is 5 consecutive days, Monday through Friday; or
- For all overtime in excess of 10 hours a day or 40 hours in any 1 week when the work week is 4 consecutive days, Monday through Friday; and
- For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

For additional information on requirements for overtime and establishing a work schedule see OAR 839-025-0050 and OAR 839-025-0034.

(2) Notice of Hours of Labor - The Contractor shall give written notice to employees of the number of hours per day and days per week the employees may be required to work. Provide the notice either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees.

(3) Exception - The maximum hours of labor and overtime requirements under ORS 279C.540 will not apply to the Contractor's Work under this Contract if the Contractor is a party to a collective bargaining agreement in effect with any labor organization. For a collective bargaining agreement to be in effect it shall be enforceable within the geographic area of the project, and its terms shall extend to workers who are working on the project (see OAR 839-025-0054).

(d) State Time Limitation on Claim for Overtime - According to ORS 279C.545, any worker employed by the Contractor is foreclosed from the right to collect any overtime provided in ORS 279C.540 unless a claim for payment is filed with the Contractor within 90 Days from the completion of the contract, provided the Contractor posted and maintained a circular as specified in this provision. Accordingly, the Contractor shall:

- Cause a circular, clearly printed in boldfaced 12-point type containing a copy of ORS 279C.545, to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place which is readily available and freely visible to any or all workers employed to perform Work; and
- Maintain such circular continuously posted from the inception to the completion of the Contract on which workers are or have been employed.

(e) Additional Requirements When Federal Funds are Involved - When federal funds are involved, the following requirements shall apply in addition to the requirements of 00170.65(a) through 00170.65(d). The Contractor shall include these provisions in all subcontracts as well as ensure that all Subcontractors include these provisions in their lower tier subcontracts.

(1) FHWA Requirements - For Federal-Aid projects, the Contractor shall comply with the provisions of FHWA Form 1273, "Required Contract Provisions Federal-Aid Construction Contracts".

(2) Minimum Wage Rates - The Contractor shall pay each worker in each trade or occupation employed to perform any work under the contract not less than the existing State (BOLI) prevailing wage rate or the applicable federal prevailing wage rate required under the Davis-Bacon Act

(40 U.S.C. 3141 et seq.), whichever is higher. The Contractor shall include this provision in all subcontracts.

- See the Project Wage Rates page included with the Special Provisions for additional information about which wage rates apply to the project and how to access the applicable wage rates.
- The applicable Davis-Bacon and BOLI wage rates will be included in the Contract.

(3) Payroll and Certified Statements - In addition to providing the payroll information and certified statements required under ORS 279C.845 (see 00170.65(b-2)), the Contractor and every subcontractor shall submit written certified statements that also meet the requirements in Section IV of FHWA Form 1273 except the Contractor and every subcontractor shall preserve the certified statements for a period of 6 years from the date of completion of the Contract.

(4) Overtime - With regard to overtime pay, the Contractor shall comply with the overtime provision affording the greatest compensation required under FHWA Form 1273 and ORS 279C.540.

00170.70 Insurance:

(a) Insurance Coverages - The Contractor shall obtain, at its expense, and keep in effect during the term of the Contract, the insurance coverages listed below. The Contractor may, contractually obligate an appropriate subcontractor to obtain, at the subcontractor's expense or at the Contractor's expense, and keep in effect during the term of the Contract, pollution liability coverage, asbestos liability, lead liability, or automobile liability with pollution coverages, or such other types of insurance coverage that, before execution of the Contract, the Agency approves as types of insurance coverage that may be obtained by appropriate subcontractors. If both the Contractor and an appropriate subcontractor will perform pollution related Work or other Work that would be covered by the other above-described types of insurance permitted to be obtained by an appropriate subcontractor, the insurance coverages listed below that correspond to such Work shall be obtained, at the Contractor's or subcontractor's expense, and shall cover the liability of the Contractor and the subcontractor, either under the same or separate insurance policies.

- **Commercial General Liability** - Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverages that are satisfactory to the Agency. This insurance shall include personal and advertising injury liability and products and completed operations coverage. Coverage may be written in combination with Commercial Automobile Liability Insurance with separate limits for Commercial General Liability and Commercial Automobile Liability. Coverage shall be written on an occurrence basis. Combined single limit per occurrence shall not be less than the dollar amount indicated in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount indicated in the Special Provisions. The policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

If the Contractor's Commercial General Liability Insurance limits are less than the required limits stated above, the Contractor shall obtain Excess or Umbrella Liability Insurance with sufficient limits that when added to the Contractor's Commercial General Liability Insurance limits the total combined limits of Commercial General Liability Insurance and Excess or Umbrella Liability Insurance equal or exceed the above-stated Commercial General Liability Insurance limits required for this Project. The above-stated combined single limit per occurrence and the above-stated annual aggregate limit must each be met. Excess or Umbrella Liability Insurance coverage shall extend to the same perils, terms, and conditions as the underlying Commercial General Liability Insurance coverage.

- **Pollution Liability** - If indicated by Special Provision, Pollution Liability Insurance covering the Contractor's liability, or the liability of an appropriate subcontractor, if the coverage is obtained by the subcontractor, for bodily injury and property damage, and environmental damage resulting from sudden and accidental pollution, gradual pollution, and related clean-up costs incurred by the Contractor, or by the subcontractor if the coverage is obtained by the subcontractor, while performing Work required by the Contract. If the coverage is obtained by the Contractor, the coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Pollution Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount indicated in the Special Provisions. The annual aggregate limit shall not be less than the dollar amount indicated in the Special Provisions. The

policy shall be endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.

- **Asbestos Liability** - If indicated by Special Provision, the Contractor, or the subcontractor, if the coverage is obtained by the subcontractor, shall provide an Asbestos Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, The Contractor or subcontractor shall provide separate Asbestos Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.
- **Lead Liability** - If indicated by Special Provision, the Contractor, or the subcontractor, if the coverage is obtained by the subcontractor, shall provide a Lead Liability endorsement to the pollution liability coverage. If an endorsement cannot be obtained, the Contractor or subcontractor shall provide separate Lead Liability Insurance at the same combined single limit per occurrence and annual aggregate limit as the Pollution Liability Insurance with the separate policy endorsed to state that the annual aggregate limit of liability shall apply separately to the Contract.
- **Commercial Automobile Liability** - Commercial Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount indicated in the Special Provisions. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.
- **Commercial Automobile Liability with Pollution Coverage** - If indicated by Special Provision, the Contractor, or the subcontractor, if the coverage is obtained by the subcontractor, shall provide Commercial Automobile Liability Insurance with Pollution coverage covering the Contractor's liability, or the liability of an appropriate subcontractor, if the coverage is obtained by the subcontractor, for bodily injury and property damage, and environmental damage arising out of the use of all owned, non-owned, or hired vehicles while performing Work under the Contract. If the coverage is obtained by the Contractor, the coverage may be written in combination with the Commercial General Liability Insurance with separate limits for Commercial Automobile Liability with Pollution Coverage and Commercial General Liability. Combined single limit per occurrence shall not be less than the dollar amount indicated in the Special Provisions or the amount required by the U.S. Department of Transportation, whichever is greater. If this coverage is written in combination with the Commercial General Liability, the policy shall be endorsed to state that the Commercial General Liability annual aggregate limit shall apply separately to the Contract.

Commercial Automobile Liability with Pollution Coverage is required for this Project because the Project includes pollution related Work. If the Contractor will be performing pollution related Work, this coverage covering the Contractor must be provided. If an appropriate subcontractor, but not the Contractor, will perform the pollution related Work, Commercial Automobile Liability with Pollution Coverage covering the subcontractor, but not the Contractor, must be provided, however, the Contractor shall provide Commercial Automobile Liability insurance coverage covering the Contractor as provided in the Commercial Automobile Liability bullet above. If both the Contractor and an appropriate subcontractor will be performing pollution related Work, Commercial Automobile Liability with Pollution Coverage covering both the Contractor and the subcontractor shall be provided, and the Contractor may provide the coverage covering both the Contractor and the subcontractor, or the Contractor and the subcontractor may provide their own, separate Commercial Automobile Liability with Pollution coverage.

(b) Tail Coverage - If any of the required liability insurance coverages of 00170.70(a) are on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 24 months or the entire term of any warranty period, whichever is longer. The Contractor shall furnish certification of "tail" coverage as described, or continuous "claims made" liability coverage for 24 months following Contract completion or the entire term of any warranty period, whichever is longer. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. If Continuous "claims made" coverage is used, the Contractor shall keep the coverage in effect for a duration of not less than 24 months from the end of the Contract. This will be a condition of Final Acceptance.

(c) Additional Insured - The liability insurance coverages of 00170.70(a) shall include the Agency, the Agency's governing body, board, or Commission and its members, and the Agency's officers and employees as Additional Insureds, but only with respect to the Contractor's activities to be performed under the Contract. When federal transportation funding is involved, the liability coverages of 00170.70(a) shall also include the State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers, members and employees as additional insureds, but only with respect to the Contractor's activities to be performed under the Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The liability coverages of 00170.70(a) that are permitted by the Agency to be obtained by an appropriate subcontractor shall include all of the foregoing as Additional Insureds and shall also include Contractor and its officers and employees as Additional Insureds.

(d) Workers' Compensation - All employers, including the Contractor and its Subcontractors, if any, that employ subject workers who are performing Work or providing labor or Materials under the Contract in the State shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. The Contractor shall ensure that each of its Subcontractors complies with these requirements.

The Contractor shall certify in the Contract that the Contractor is registered by the Oregon Workers' Compensation Division either as a carrier-insured employer, a self-insured employer, an exempt employer, or is an independent contractor who will perform the Work without the assistance of others.

The Contractor shall ensure that its insurance carrier files a guaranty contract with the Oregon Workers' Compensation Division before performing any Work.

(e) Notice of Cancellation or Change - The Contractor shall not cancel, change materially, or take any action showing intent not to renew the insurance coverage(s) without 30 days' advance written notice from the Contractor or its insurer(s) to the Agency. The Contractor shall be responsible for ensuring that insurance coverage(s) obtained by an appropriate subcontractor, as permitted by the Agency under 00170.70(a), are not cancelled, changed materially, or have any action taken by the subcontractor showing intent not to renew the insurance coverage(s) without 30 days' advance written notice from the Contractor or the insurer(s) to the Agency. Any failure to comply with the reporting provisions of this insurance shall not affect the coverage(s) provided to the Agency, County, City, or other applicable political jurisdiction or to the Agency's governing body, board, or Commission and its members, and the Agency's officers and employees.

(f) Certificate(s) of Insurance - As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the Agency at the time(s) provided in 00130.50(a). As evidence of insurance coverages required by this Contract but permitted by the Agency under 00170.70(a) to be obtained by an appropriate subcontractor, the Contractor shall furnish Certificate(s) of Insurance to the Agency for such coverages together with the Contractor's request under 00180.21 for approval of the subcontract with that subcontractor. The Certificate(s) will specify all of the parties who are Additional Insureds. The Contractor shall obtain, or ensure that the appropriate subcontractors obtain, insurance coverages required under this Contract from insurance companies or entities acceptable to the Agency and authorized to issue insurance in the State. The Contractor, or the appropriate subcontractor, but not the Agency, shall be responsible for paying all deductibles, self-insured retentions and/or self-insurance included under these provisions.

(g) Builders' Risk - If indicated by Special Provision, the Contractor shall obtain, at its expense, and keep in effect during the term of the Contract, Builders' Risk insurance on an all risks of direct physical loss basis, including, without limitation, earthquake and flood damage, for an amount equal to at least the value indicated in the Special Provisions. Any deductible shall not exceed \$50,000 for each loss, except that the earthquake and flood deductible shall not exceed 5% of each loss or \$50,000, whichever is greater. The policy shall include the Agency as loss payee.

00170.71 Independent Contractor Status - The service or services to be rendered under this Contract are those of an independent contractor. The Contractor is not an officer, employee, or agent of the State as those terms are used in ORS 30.265.

00170.72 Indemnity/Hold Harmless - To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, the Contractor shall indemnify, defend (with counsel approved by the Agency) and hold harmless the Agency, Agency's Authorized Representative, Architect/Engineer,

Architect/Engineer's consultants, and their respective officers, directors, agents, employees, partners, members, stockholders and affiliated companies, and when federal transportation funding is involved the State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers and members and employees (collectively "Indemnitees") from and against all liabilities, damages, losses, claims, expenses (including reasonable attorney fees), demands and actions of any nature whatsoever which arise out of, result from or are related to the following:

- Any damage, injury, loss, expense, inconvenience or delay described in this Subsection.
- Any accident or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects.
- Any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents or in any subcontract.
- The negligent acts or omissions of the Contractor, a subcontractor or anyone directly or indirectly employed by them or any one of them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- Any lien filed upon the project or bond claim in connection with the Work.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Subsection.

In claims against any person or entity indemnified under this Subsection by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Subsection shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts other employee benefit acts.

00170.74 Employee Drug Testing Program - As required by ORS 279C.505(2), the Contractor shall have in place, and maintain during the period of the Contract, an employee drug-testing program. The Agency retains the right to audit and/or monitor the program. On request by the Engineer, the Contractor shall furnish a copy of the employee drug-testing program.

00170.78 Conflict of Interest - The Contractor shall not give or offer any gift, loan, or other thing of value to any member of the Agency's governing body or employee of the Agency in connection with the award or performance of any Contract.

The Contractor shall not rent, lease, or purchase Materials, supplies, or Equipment, with or through any Agency employee or member of the Agency's governing body.

No ex-employee of the Agency who has worked for the Agency on any phase of the Project within the prior 2 years may be employed by the Contractor to perform Work on the Project.

00170.79 Third Party Beneficiary - There are no third-party beneficiaries of the Contract, unless federal transportation funding is involved then the State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation and their respective officers and members and employees, are third-party beneficiaries of the Contract.

00170.80 Responsibility for Damage to Work:

(a) Responsibility for Damage in General - The Contractor shall perform Work, and furnish Materials and Equipment for incorporation into the Work, at the Contractor's own risk, until the entire Project has been completed and accepted by the Agency. The Contractor shall repair all damages to Work performed, Materials supplied, and Equipment incorporated into the Work, except as otherwise provided in this Section.

(b) Repair of Damage to Work -- Until Final Acceptance, the Contractor shall promptly rebuild, repair, restore, and make good damages to all portions of the permanent or temporary Work, except to the extent the Agency has assumed responsibility according to the provisions of (c) below. Perform all

repairs of damage to Work at no additional cost to the Agency, except for repairs necessitated by damage caused by:

- Acts of God or Nature, as defined in Section 00110; or
- Actions of governmental authorities.

(c) Responsibility for Damage to Work Caused by Public Traffic - The Contractor may apply for relief of responsibility for damage to Work caused by public traffic by submitting a signed Contractor's Request for Relief of Responsibility, form 734-2768, to the Engineer by mail, personal delivery or courier, by email, or other agreed-upon method.

The Engineer will process a maximum of two forms per month and return the forms within 7 Calendar Days indicating each item as "approved" or "denied".

The approval of the Engineer is limited, and is made only for the purposes of determining relief of responsibility for damage to completed portions of the Work caused by public traffic. The completed portions of the Work are not considered complete, and are not finally accepted for any other purposes under the Contract.

(1) Request for Relief - The Agency will only accept a request for relief from and will only assume responsibility for damages caused by public traffic, to the following completed portions of the Work:

- A segment of Roadway, drainage facilities, Slopes, lighting, traffic control devices and access facilities;
- A Bridge or other Structure within a segment of Roadway;
- Traffic signals and appurtenances at an intersection;
- Permanent, passive traffic control devices;
- Complete circuits of a highway lighting system; and
- Portions of a building open to public use.

The Agency will approve a request for the Agency to assume responsibility for damages to the completed portions of the Work caused by public traffic only under the following conditions:

- The completed portions of the Work are completed according to Contract Change Orders, the Contract Plans or approved stage construction Plans;
- The traffic control complies with approved traffic control Plans; and
- All required Materials conformance and quality compliance documents pertaining to the completed portions of the Work are on file with the Engineer (see Section 00165).

(2) Scope of Relief - When the Agency assumes responsibility for damage to completed portions of the Work caused by public traffic any damages will be repaired by the Contractor on a Changed Work basis, or by Agency forces, or by other means as determined by the Engineer. If completed portions of the Work are damaged by public traffic before Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Changed Work at 75% of the total amount calculated according to Section 00197.

If completed portions of the Work are damaged by public traffic after Final Inspection, and the Agency requires the Contractor to repair the damages, the Engineer will reimburse the Contractor for the Work at 100% of the total amount calculated according to Section 00197.

If any additional Work is performed by the Contractor on completed portions of the Work for which the Agency has assumed responsibility for damages caused by public traffic, and the Work is performed outside of the approved stage construction Plans or approved traffic control Plans, the Contractor shall become fully responsible and liable, and shall make good all damages caused by public traffic at no additional cost to the Agency.

(d) Vandalism and Theft - Vandalism includes damage to or destruction of Work or portions of Work that remain on the Project Site resulting from vandalism, criminal mischief, arson, or other criminal or illegal behavior.

The Contractor shall provide reasonable protection of the Work from vandalism until Third Notification.

Theft includes the loss of Work or portions of Work that are lost or stolen or otherwise unaccounted for from the Project Site or from Materials or fabrication locations. The Contractor shall remain solely responsible for all losses caused by theft, including without limitation theft that occurs in conjunction with vandalism.

00170.82 Responsibility for Damage to Property and Facilities:

(a) In General - As used in this Subsection, the term "Contractor" shall include the Contractor's agents, Subcontractors, and all workers performing Work under the Contract; and the term "damage" shall include without limitation soiling or staining surfaces by tracking or splashing mud, asphalt, and other materials, as well as damage of a more serious nature.

The Contractor shall be solely responsible for damages arising from:

- The Contractor's operations;
- The Contractor's negligence, gross negligence, or intentional wrongful acts; and
- The Contractor's failure to comply with any Contract provision.

The Agency may withhold funds due the Contractor or the Contractor's Surety until all lawsuits, actions, and claims for injuries or damages are resolved, and satisfactory evidence of resolution is furnished to the Agency.

(b) Protection and Restoration of Agency Property and Facilities - The following requirements apply to highways, highway Structures and other improvements that are existing, under construction, or completed. The Contractor shall:

- Provide adequate protection to avoid damaging Agency property and facilities;
- Be responsible for damage to Agency property and facilities caused by or resulting from the Contractor's operations; and
- Clean up and restore such damage by repair, rebuilding, replacement, or compensation, as determined by the Engineer.

(c) Protection and Restoration of Non-Agency Property and Facilities - The Contractor shall determine the location of properties and facilities that could be damaged by the Contractor's operations, and shall protect them from damage. The Contractor shall protect monuments and property marks until the Engineer has referenced their location and authorized their removal. The Contractor shall restore property or facilities damaged by its operations to the condition that existed before the damage, at no additional compensation.

The Contractor shall provide temporary facilities when needed, e.g., to maintain normal service or as directed by the Engineer, until the required repair, rebuilding, or replacement is accomplished.

The Contractor shall protect specific service signs, e.g., business logos, and tourist-oriented directional signs (TODS) from damage, whether the signs are to remain in place or be placed on temporary supports. The Contractor shall repair or replace damaged signs at no cost to the Agency. Liquidated damages will be assessed against the Contractor in the amount of \$200 per day for each sign out of service for more than 5 Calendar Days because of the Contractor's operations. The parties agree that this amount of liquidated damages is a reasonable forecast of just compensation for the harm caused by any breach and that this harm is one which is impossible or very difficult to estimate.

00170.85 Responsibility for Defective Work - The Contractor shall make good any defective Work, Materials or Equipment incorporated into the Work, according to the provisions of Section 00150.

(a) Latent Defects - The Contractor shall remain liable for all latent defects resulting from causes other than fraud or gross mistakes that amount to fraud until the expiration of the Performance Bond, Warranty Bond, or warranty period, whichever expires last. The Contractor shall remain liable for all latent defects resulting from fraud or gross mistakes that amount to fraud regardless of when those latent defects may

be discovered, and regardless of whether such discovery occurs outside any applicable Performance Bond, Warranty Bond, or warranty period.

(b) Contractor Furnished Warranties:

(1) Contractor Warranty for Specific Items - For those Items with Specifications referencing this 00170.85(b-1) warranty, the Contractor warrants that the Work for those Items, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated into the Work, shall meet the technical and performance Specifications required under the Contract. The warranty period will be identified in each applicable Specification or elsewhere in the Contract and will begin on the date of Second Notification. The Contractor shall be responsible for making good the Work, and for all repairs of damage to the Work and other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from, defects in warranted Materials, Equipment, and workmanship. The Contractor shall be responsible for all costs caused by, or resulting in whole or in part from, defects in warranted Materials, Equipment, or workmanship.

When the Agency makes written notification of failure of an item covered by this warranty, the warranty period will stop for the effected item or the portion of the effected item that failed, as applicable, until the required repairs or replacements are made and accepted. All repaired or replaced items shall meet current specifications, unless otherwise specified in the Contract, and will be warranted for the remaining warranty period.

This warranty provision shall survive expiration or termination of the Contract.

(2) General Warranty for Local Public Agency Projects - For those Contracts that are developed, advertised, awarded, and administered by Local Public Agencies, and are not on the National Highway System, this 00170.85(b-2) warranty applies.

The Contractor shall warrant all Work and workmanship, including Changed Work, Additional Work, Incidental Work, On-Site Work, and Extra Work, and Materials and Equipment incorporated in the Work, for 1 year (unless otherwise specified) from the date of Third Notification, except that warranties according to 00170.85(b-1) and manufacturers' warranties and extended warranties according to 00170.85(c) shall not be abridged.

The Contractor shall be responsible for meeting the technical and performance Specifications required, making good the Work, and for all repairs of damage to the Work and other improvements, natural and artificial structures, systems, equipment, and vegetation caused by, or resulting in whole or in part from occurrences beginning during the warranty period and are the result of defects in Materials, Equipment, and workmanship. The Contractor shall be responsible for all costs associated with completing the repair of the defects and for associated Work including but not limited to permitting, mobilization, traffic control, erosion control, surface restoration, site cleanup and remediation caused by, or resulting in whole or in part from, defects in Materials, Equipment, or workmanship, and other Work determined by the Engineer to be necessary to complete the repair of the defects.

Within 10 Calendar Days of the Agency's written notice of defects, the Contractor, or the Contractor's Surety, shall vigorously and continuously correct and repair the defects and all related damage. If the Contractor or the Contractor's Surety fails to correct and repair the defects, the Agency may have the correction and repair done by others. The Contractor or Contractor's Surety shall promptly reimburse the Agency for all expenses incurred to correct and repair the defects.

In the event of an emergency, where delay could result in serious loss or damage, the Agency may make emergency corrections and repairs, without written notice. The Contractor or Contractor's Surety shall promptly reimburse the Agency for all expenses incurred to correct and repair the defects.

Corrections, repairs, replacements or changes shall be warranted for an additional 1 year period (unless otherwise specified) beginning on the date of the Agency's acceptance of the corrections, repairs, replacements or changes.

Without limiting the general applicability of other survival clauses under the Contract, this warranty provision shall survive expiration or termination of the Contract.

(c) Manufacturer Warranties and Guarantees:

(1) Manufacturer Warranties - For those Specification Sections referencing this 00170.85(c-1) Subsection, the Contractor shall furnish Warranties from the Manufacturer and signed by a Manufacturer's Representative.

The warranty period will be specified in the applicable Specification Section for which it applies. The warranty period will begin on the date the Engineer issues Third Notification unless otherwise specified in the Contract.

When the Agency makes written notification to the Manufacturer of failure of an item covered by this warranty, the warranty period will stop for the effected item or the portion of the effected item that failed, as applicable, until the required repairs or replacements are made and accepted. All repaired or replaced items shall meet current specifications, unless otherwise specified in the Contract, and will be warranted for the remaining warranty period.

Warranty work shall be performed when weather permits. If, in the opinion of the Engineer, temporary repairs are necessary, the temporary repairs will be made by the Agency or an independent contractor at the Manufacturer's expense. The Manufacturer shall replace all temporary repairs at no additional cost to the Agency.

The Manufacturer shall provide all required traffic control during repair or replacement of failed items at no additional cost to the Agency.

(2) Trade Practice Guarantees - For those Items installed on the Project that have customary trade practice guarantees, the Contractor shall furnish the guarantees to the Engineer at the completion of the Contract.

00170.89 Protection of Utility, Fire-control, and Railroad Property and Services; Repair; Roadway Restoration:

(a) Protection of Utility, Fire-Control, and Railroad Property and Services; Coordination - The Contractor shall avoid damaging the properties of Utilities, Railroads, railways, and fire-control authorities during performance of the Work. The Contractor shall cooperate with and facilitate the relocation or repair of all Utilities and Utility services, as required under 00150.50, and of Railroad and fire-control property and railways.

The Contractor shall conduct no activities of any kind around fire hydrants until the local fire-control authority has approved provisions for continued service.

The Contractor shall immediately notify any Utility, Railroad, or fire-control authority whose facilities have been damaged.

If an Entity has a valid permit from the proper authority to construct, reconstruct, or repair Utility, Railroad, or fire-control service in the Roadway, the Contractor shall allow the permit holder to perform the work.

(b) Restoration of Roadway after Repair Work - The Contractor shall restore the Roadway to a condition at least equal to that which existed before the repair work addressed under this Subsection was performed, as directed by the Engineer. All restoration work required as a result of Contractor's failure to protect Utilities, Railroads, railways and fire-control facilities shall be at the Contractor's expense. Restoration which constitutes Extra Work will be paid as Extra Work.

00170.92 Fencing, Protecting Stock, and Safeguarding Excavations - The Contractor shall be responsible for loss, injury, or damage that results from its failure to restrain stock and persons.

(a) At the Contractor's Expense - The Contractor shall restrain stock to lands on which they are confined using temporary fences or other adequate means. The Contractor shall provide adequate temporary fences or other protection around excavations to prevent animals and unauthorized persons from entering.

The Contractor shall repair, at Contractor's expense and to the Engineer's satisfaction, fences damaged by the Contractor's operations and the operations of the Contractor's agents, employees and Subcontractors.

(b) At the Agency's Expense - The Contractor shall construct fences, or move and reconstruct fences, as shown on the Contract Documents or as directed by the Engineer. The Contractor shall tear down and remove fencing within the Right-of-Way when no longer needed, as part of the removal Work described in and paid for according to Section 00310.

00170.93 Trespass - The Contractor shall be responsible for its own, its agents' and employees', and its Subcontractors' trespass or encroachment upon, or damage to, property during performance of the Contract.

00170.94 Use of Explosives - The Contractor shall comply with all Laws pertaining to the use of explosives. The Contractor shall notify anyone having facilities near the Contractor's operations of Contractor's intended use or storage of explosives. The Contractor shall be responsible for all damage resulting from its own, its agents' and employees', and its Subcontractors' use of explosives. (see 00330.41(e) and Section 00335)

Section 00180 - Prosecution and Progress

00180.00 Scope - This Section consists of requirements for assignment of the Contract, subcontracting, time for performance, Contract responsibility, suspensions, terminations, and related provisions.

00180.05 Assignment/Delegation of Contract - Unless the Agency gives prior written consent, the Contractor shall not assign, delegate, sell, or transfer to any Entity, or otherwise dispose of any Contract rights or obligations, including without limitation:

- The power to execute or perform the Contract; or
- Any of its right, title or interest in the Contract.

Any attempted assignment, delegation, or disposition without prior Agency consent shall be void.

Such Agency consent will not normally be given except for the assignment of funds due under the Contract, as provided in 00180.06.

If written Agency consent is given to assign, delegate, or otherwise dispose of any Contract rights or obligations, it shall not relieve the Contractor or its Surety of any part of their responsibility under the Contract.

00180.06 Assignment of Funds Due under the Contract - Assignment of funds due or to become due under the Contract to the Contractor will not be permitted unless:

- The assignment request is made on the form acceptable to the Agency;
- The Contractor secures the written consent of the Contractor's Surety to the assignment; and
- The Engineer approves the assignment.

00180.10 Responsibility for Contract - The Contractor shall direct and coordinate the operations of its employees, Subcontractors and agents performing Work, and see that the Engineer's orders are carried out promptly. The Contractor's failure to direct, supervise and control its employees, Subcontractors and agents performing Work will result in one or more of the following actions, or other actions as the Engineer deems appropriate:

- Suspension of the Work;
- Withholding of Contract payments, as necessary to protect the Agency;
- Ordering removal of individuals from the Project Site; or
- Termination of the Contract.

Contractor is not entitled to any additional compensation or additional time if the Engineer elects to pursue any of the above actions.

00180.15 Agency's Right to Do Work at Contractor's Expense - Except as otherwise provided in 00150.75 and 00220.60, if the Contractor neglects to prosecute the Work properly or fails to perform any provision of the Contract, the Agency may, after 2 Calendar Days' written notice, correct the deficiencies at the Contractor's expense. In situations where the Engineer reasonably believes there is danger to life or property, the Agency may immediately and without notice correct the deficiencies at the Contractor's expense.

Action by the Agency under this provision will not prejudice any other remedy it may have.

00180.20 Subcontracting Limitations:

(a) General – The Contractor's own organization shall perform Work amounting to at least 30% of the original Contract Amount. The value of subcontracted Work is the full compensation to be paid to the Subcontractor(s) for all pay items in the Subcontract(s).

(b) Own Organization - The term "own organization", as used in Section 00180, includes only employees of the Contractor, Equipment owned or rented by the Contractor, Incidental rental of operated

Equipment, and Materials and Equipment to be incorporated into the Work purchased or produced by the Contractor.

(c) Rental of Operated Equipment - The Agency will not allow a Disadvantaged Business Enterprise (DBE) firm to provide services without a subcontract covering all Work to be performed by the DBE firm. For non-DBE firms, the use of Equipment rented with operators will be allowed without a subcontract only when the following requirements are met:

(1) Written Request - The Contractor has submitted to the Engineer a written request describing the service to be provided, its estimated cost, and the estimated duration. The Engineer must approve the request before the service is provided.

(2) Limitations - The use of Equipment rented with operators is limited to the following services:

- Truck hauling of Materials (If the trucking is by an owner/operator, in addition to the requirements of 00170.65(e), each truck shall have the name of the owner/operator clearly displayed on the side of the truck); or
- Performing minor, Incidental, short-duration work under the direct supervision of the Contractor or Subcontractor, with Equipment not customarily owned, leased, or operated by a Contractor, or with Equipment that is temporarily unavailable to the Contractor.

(3) Submittals - The Contractor shall provide the Engineer with a copy of the rental agreement or purchase order covering the service to be provided. For owner/operator trucking, attach copies of the data required under 00170.65(e). The Contractor shall make certain that the provider of approved services submits payrolls required under Section 00170 and complies with applicable Contract provisions, including without limitation 00170.07. The service provider will not be considered a Subcontractor under the Contract, but will be considered an agent of the Contractor in the performance of Work.

(4) Revocation of Approval - The Engineer may revoke approval for the services provided through rented, operated Equipment at any time the Engineer determines that the work is outside that authorized under 00180.20(c-2). Unless the Contractor promptly submits to the Engineer a subcontract agreement for consent under 00180.21, the service provider shall be immediately removed from the Project Site.

00180.21 Subcontracting:

(a) General - The Contractor shall not subcontract or perform any portion of the Contract by other than the Contractor's own organization without the Agency's prior written consent. A request for consent to subcontract, at any tier, solely for the furnishing of a labor force will not be considered.

A written request for consent to subcontract any portion of the Contract at any tier shall be submitted to the Engineer, and when required by the Engineer, shall be accompanied by background information showing that the organization proposed to perform the Work is experienced and equipped for such Work. The Agency will review the Contractor's submission to verify compliance with Contract requirements, confirm the percentage of Work subcontracted, and evaluate the proposed Subcontractor's ability to perform the Work. If the Agency approves the Contractor's request to subcontract, the Agency will provide written notice of its determination to give or withhold consent to the Contractor's request as follows:

- If the subcontractor is not providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 7 Calendar Days after the Engineer's receipt of the request.
- If the subcontractor is providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 35 Calendar Days after the Engineer's receipt of the request. (28 Calendar Days for the Agency to review and approve the Certificates of Insurance required by 00170.70(f) plus 7 Calendar Days to review and approve the subcontract request.)

(b) Submittal of Requests - The Contractor must submit requests for consent to subcontract any portion of the Contract, at any tier, on the Agency's form, available from the Engineer. The Contractor shall attach a duplicate original subcontract agreement. The Contractor must also submit in writing any amendments or modifications proposed to Agency-approved subcontract agreements, at any tier, before

the affected Work begins. The Agency's written consent will be required before such amendments or modifications become effective.

(c) Substitution of Disclosed Subcontractors - The Contractor may only substitute a previously undisclosed first-tier Subcontractor according to the provisions of ORS 279C.585. The Contractor shall provide the Engineer with a written notification that identifies the name of the proposed new Subcontractor and the reason for the substitution. Authorized reasons for substitution are limited to the following circumstances (see ORS 279C.585(1) through ORS 279C.585(10)):

- The disclosed Subcontractor fails or refuses to execute a written contract that is reasonably based either upon the Project Plans and Specifications, or the terms of the Subcontractor's written Bid, after having had a reasonable opportunity to do so;
- The disclosed Subcontractor becomes bankrupt or insolvent;
- The disclosed Subcontractor fails or refuses to perform the contract;
- The disclosed Subcontractor fails or refuses to meet the bond requirements of the prime Contractor that had been identified prior to the Bid submittal;
- The Contractor demonstrates to the Agency that the Subcontractor was disclosed as the result of an inadvertent clerical error;
- The disclosed Subcontractor does not hold a license from the Construction Contractors Board and is required to be licensed by the board;
- The Contractor determines that the Work performed by the disclosed Subcontractor is not in substantial compliance with the Plans and Specifications, or that the Subcontractor is substantially delaying or disrupting the progress of the Work;
- The disclosed Subcontractor is ineligible to work on a public improvement according to the applicable statutory provisions;
- The substitution is for "good cause" as defined by State Construction Contractors Board rule; or
- The substitution is reasonably based on the Contract alternates chosen by the Agency.

(d) Terms of Subcontracts - Subcontracts shall provide that work performed under the subcontract shall be conducted and performed according to the terms of the Contract. Compliance with 00170.07 is required. All subcontracts, including Contractor's with the first-tier Subcontractors and those of the first-tier Subcontractors with their subcontractors, and any other lower tier subcontracts shall contain a clause or condition that if the Contractor or a Subcontractor fails, neglects, or refuses to make payment to an Entity furnishing labor or Materials in connection with the Contract, the Entity may file a complaint with the Construction Contractors Board, unless payment is subject to a good-faith dispute as defined in ORS 279C.580. Additionally, according to the provisions of ORS 279C.580, subcontracts shall include:

(1) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under the subcontract within 10 Calendar Days out of amounts the Agency pays to the Contractor under the Contract.

(2) A clause that requires the Contractor to provide the 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.

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

- Notifies the Subcontractor in writing at least 45 Calendar days before the date on which the Contractor makes the change; and
- Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.

(4) An interest penalty clause that obligates the Contractor, if the Contractor does not pay the first-tier Subcontractor within 30 Calendar Days after receiving payment from the 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 00180.21(d-1). The 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 Agency or the Contractor when payment was due. The interest penalty applies to the period that begins on the day after the required payment date and ends on the date on which the amount due is paid; and shall be computed at the rate specified in 00170.10(c).

(5) A clause that requires the Contractor's first-tier Subcontractor to include a payment clause and an interest penalty clause that conform to the standards of ORS 279C.580 (see 00180.21(d-1) and 00180.21(d-4)) 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 their subcontracts with each lower-tier subcontractor or Material supplier.

These payment clauses shall require the Contractor to return all retainage withheld from the Subcontractor, whether held by the Contractor or the Agency, as specified in 00195.50(d).

As required by ORS 279C.800 through ORS 279C.870, subcontracts shall include:

- A provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting Work on the Project, unless exempt.
- A provision requiring that the workers shall be paid not less than the specified minimum hourly rate of wage.

(e) Contractor's Responsibilities - As a condition of the Agency's grant of consent to subcontract, whether or not stated in the subcontract agreement itself, the Contractor shall remain solely responsible for administration of the subcontract, including but not limited to:

- Performance of subcontracted Work;
- Progress of subcontracted Work;
- Payments for accepted subcontracted Work; and
- Disputes and claims for additional compensation regarding subcontracted Work.

The Engineer's consent to subcontract will not create a contract between the Agency and the Subcontractor, will not convey to the Subcontractor any rights against the Agency, and will not relieve the Contractor or the Contractor's Surety of any of their responsibilities under the Contract.

(f) Failure to Comply - Failure to comply with 00180.21 will be cause for the Engineer to take action reasonably necessary to obtain compliance. This action may include, but is not limited to:

- Suspension of the Work;
- Withholding of Contract payments as necessary to protect the Agency; and
- Termination of the Contract.

Contractor is not entitled to any additional compensation or additional time if the Engineer elects to pursue any of the above actions.

00180.22 Payments to Subcontractors and Agents of the Contractor - To the extent practicable, the Contractor shall pay in the same units and on the same basis of measurement as listed in the Schedule of Items for subcontracted Work or other Work not done by the Contractor's own organization. In making payment to Subcontractors and to its other agents performing Work and furnishing Materials and Equipment to be incorporated into the Work, the Contractor shall assume all losses resulting from overpayment.

If requested, the Engineer may make estimates of the Work quantities performed by Subcontractors or by others on the Project, and of Materials eligible for advances on Materials in the progress payments. These estimates are approximate only, and will be made in units of measure as listed in the Schedule of Items. The Agency does not guarantee the accuracy of these estimates, and an incorrect estimate will not bind the Agency in final settlement.

If requested in writing by a first-tier Subcontractor, the Contractor shall send to the Subcontractor, within 10 Calendar Days of receiving the request, a copy of that portion of any invoice or request for payment submitted to the Agency, or pay document provided by the Agency to the Contractor, specifically related to any labor, Equipment, or Materials supplied by the first-tier Subcontractor.

00180.30 Materials, Equipment, and Work Force - The Contractor shall furnish suitable and sufficient Materials, Equipment, and personnel to properly prosecute the Work. The Contractor shall use only Equipment of adequate size and condition to meet the requirements of the Work and Specifications, and to produce a satisfactory quality of Work. Upon receipt of the Engineer's written order, the Contractor shall immediately remove, and not use again on the Project without the Engineer's prior written approval, Equipment that, in the Engineer's opinion, fails to meet Specifications or produce a satisfactory product or result.

The work force shall be trained and experienced for the Work to be performed. Upon receipt of the Engineer's written order, the Contractor shall immediately remove from the Project Site, and shall not employ again on the Project without the Engineer's prior written approval, any supervisor or employee of the Contractor or its Subcontractors who, in the Engineer's opinion, does not perform satisfactory Work or whose conduct interferes with the progress of the Work.

If the Contractor fails to remove Equipment or persons as ordered, or fails to furnish suitable and sufficient Materials, Equipment and personnel for the proper prosecution of the Work, the Engineer may suspend the Work by written notice until such orders are complied with and such deficiencies are corrected, or the Engineer may terminate the Contract under the provisions of 00180.90(a).

00180.31 Required Materials, Equipment, and Methods - The Engineer's decisions under this Section are final.

(a) General - When the Equipment and methods to be used are not specified in the Contract, any Equipment or methods that accomplish the Work as required by the Contract will be permitted.

When the Contract specifies certain Equipment or methods, the Contractor shall use the Equipment or methods specified unless otherwise authorized by the Engineer in writing.

(b) Substitution of Materials and Equipment to be Incorporated into the Work - After execution of the Contract, the Engineer will approve substitution of Materials and Equipment to be incorporated into the Work as follows:

(1) Reasons for Substitution - The Engineer will consider substitution only if:

- The proposed Materials or Equipment are equal to or superior to the specified items in construction, efficiency and utility; or
- Due to reasons beyond the control of the Contractor, the specified Materials or Equipment cannot be delivered to the Project in sufficient time to complete the Work in proper sequence.

(2) Submittal of Request - The Contractor shall submit requests for substitution to the Engineer, including manufacturers' brochures and other information needed to verify equality of the proposed item(s).

(c) Substitution of Equipment Specified to Perform Work - The Agency encourages development of new or improved Equipment and innovative use of Equipment. When the Specifications require Equipment of a particular size or type to be used to perform certain portions of the Work, the Contractor may submit a request to the Engineer to use Equipment of a different size or type. The request will not be considered as a cost reduction proposal under 00140.70. The request shall:

- Be in writing and include a full description of the Equipment proposed and its intended use;
- Include the reasons for requesting the substitution; and
- Include evidence, obtained at the Contractor's expense and satisfactory to the Engineer, that the proposed Equipment is capable of functioning as well as or better than the specified Equipment.

The Engineer will consider the Contractor's request and will provide a written response to the Contractor, either permitting or denying use of the proposed Equipment.

Permission may be granted on a trial basis to test the quality of Work actually produced, subject to the following:

- There will be no cost to the Agency, either in Contract Amount or in Contract Time;
- The permission may be withdrawn by the Engineer at any time if, in the Engineer's opinion, the Equipment is not performing in all respects equivalent to the Equipment specified in the Contract;
- If permission is withdrawn, the Contractor shall perform the remaining Work with the originally-specified Equipment; and
- The Contractor shall remove and replace non-specification Work resulting from the use of the Contractor's proposed Equipment, or otherwise correct it as the Engineer directs, at no additional compensation.

(d) Substitution of Methods - The Agency encourages development of new, improved, and innovative construction methods. When the Plans or Specifications require a certain construction method for a portion of the Work, the Contractor may submit a request for a change by following the provisions of 00140.70, "Cost Reduction Proposals".

00180.32 Alternative Materials, Equipment, and Methods - Whenever the Contract authorizes certain alternative Materials, Equipment, or methods of construction for the Contractor's use to perform portions of the Work, and leaves the selection to the Contractor, the Agency does not guarantee that all listed alternative Materials, Equipment, or methods of construction can be used successfully throughout all or any part of the Work.

The Contractor shall employ only those alternatives that can be used to satisfactorily perform the Work. No additional compensation will be paid for corrective work necessitated by the Contractor's use of an inappropriate alternative.

00180.40 Limitation of Operations:

(a) In General - The Contractor shall comply with all Contract provisions and shall:

- Conduct the Work at all times so as to cause the least interference with traffic, and
- Not begin Work that may allow damage to Work already started.

(b) On-Site Work - The Contractor shall not begin On-Site Work until the Contractor has:

- Received Notice to Proceed;
- Filed with the Construction Contractors Board the public works bond as required in 00170.20;
- An approved Project Work schedule;
- An approved Traffic Control Plan;
- An approved Pollution Control Plan;
- An approved Erosion and Sediment Control Plan;
- Met with the Engineer at the required preconstruction conference; and
- Assembled all Materials, Equipment, and labor on the Project Site, or has reasonably assured that they will arrive on the Project Site, so the Work can proceed according to the Project Work schedule.

00180.41 Project Work Schedules - The Contractor shall submit a Project Work schedule meeting the requirements of this Subsection to the Engineer. The Project Work schedule is intended to identify the sequencing of activities and time required for prosecution of the Work. The schedule is used to plan, coordinate, and control the progress of construction. Therefore, the Project Work schedule shall provide for orderly, timely, and efficient prosecution of the Work, and shall contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities. Sufficient detail shall also include all required double shifts, overtime work, or combination of both necessary to complete Contract Work within the Contract Time.

Contractor's activity related to developing, furnishing, monitoring, and updating these required schedules is Incidental.

The Contractor shall submit a supplemental "look ahead" Project Work schedule each week to the Engineer. The "look ahead" Project Work schedule is supplemental to the Type A, B, or C schedule specified below. The supplemental "look ahead" Project Work schedule shall:

- Identify the sequencing of activities and time required for prosecution of the Work.
- Provide for orderly, timely, and efficient prosecution of the Work.
- Contain sufficient detail to enable both the Contractor and the Engineer to plan, coordinate, analyze, document, and control their respective Contract responsibilities.

The supplemental "look ahead" Project Work schedule shall be written in common terminology and show the planned Work activities broken down into logical, separate activities by area, stage, and size and include the following information:

- The resources the Contractor, subcontractors, or services will use.
- The locations of each activity that will be done including the limits of the work by mile posts, stations, or other indicators.
- The time frames of each activity by Calendar Days, shifts, and hours.
- All anticipated shoulder, lane, and road closures.

At a minimum, the Contractor shall prepare a bar chart that:

- Shows at least 3 weeks of activity including the week the bar chart is issued.
- Uses a largest time scale unit of 1 Calendar Day. Smaller time scale units may be used if needed.
- Is appropriate to the activities.
- Identifies each Calendar Day by month and day.

Include the Contract name, Contract number, Contractor's name, and date of issue on each page of the bar chart.

The Contractor shall submit the supplemental "look ahead" Project Work schedule starting at First Notification and continuing each week until Second Notification has been issued and all punch list items and final trimming and cleanup has been completed. The Contractor shall meet with the Engineer each week to review the supplemental "look ahead" Project Work schedule. If the Engineer or the Contractor determines that the current supplemental "look ahead" Project Work schedule requires changes or additions, either notations can be made on the current schedule or the Engineer may require the submittal of a revised supplemental "look ahead" Project Work schedule. Review of the current and subsequent supplemental "look ahead" Project Work schedules does not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

One of the following Type "A", "B", or "C" schedules will be required under the Contract. The type of schedule will be identified in the Special Provisions.

(a) Type "A" Schedule - When a Type "A" schedule is required, the Contractor shall do the following:

(1) Schedule - 5 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer four copies of a Project Work schedule, including a time-scaled bar chart and narrative, showing:

- Expected beginning and completion dates of each activity, including all staging; and
- Elements of the Traffic Control Plan as required under 00225.05.

The schedule shall show detailed Work activities as follows:

- Construction activities;
- The time needed for completion of the utility relocation work;
- Submittal and approval of Materials samples and shop drawings;
- Fabrication, installation, and testing of special Materials and Equipment; and
- Duration of Work, including completion times of all stages and their sub phases.

For each activity, the Project Work schedule shall list the following information:

- A description in common terminology;
- The quantity of Work, where appropriate, in common units of measure;
- The activity duration in Calendar Days; and
- Scheduled start, completion, and time frame shown graphically using a time-scaled bar chart.

The schedule shall show the Work broken down into logical, separate activities by area, stage, or size. The duration of each activity shall be verifiable by manpower and Equipment allocation, in common units of measure, or by delivery dates.

The bar chart shall be prepared as follows:

- The length of bar shall represent the number of workdays scheduled.
- The time scale shall be appropriate for the duration of the Contract.
- The time scale shall be in Calendar Days.
- The smallest unit shown shall be 1 Calendar Day.
- The first day and midpoint of each month shall be identified by date.
- Distinct symbols shall be used to denote multiple shift, holiday, and weekend Work.

Each page of the bar chart shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically. To ensure readability the bar chart shall be drawn on a reasonable size of paper up to a maximum of 36 inch by 36 inch, using multiple sheets when needed.

Within 7 Calendar Days after the preconstruction conference, the Engineer and the Contractor shall meet to review the Project Work schedule as submitted. The Engineer will review the schedule for compliance with all Contract Time limitations and other restraints. Review of this and subsequent schedules by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract. Within 10 Calendar Days of this meeting, the Contractor shall resubmit to the Engineer four copies of the Project Work schedule, including required revisions.

(2) Review by the Engineer - The Project Work schedule may need revision as the Work progresses. Therefore, the Contractor shall periodically review the Project Work schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the Engineer shall review Project events and any changes for their effect on the Project Work schedule.

The Contractor shall compile an updated Project Work schedule incorporating any changes to the Project completion time(s). The bar chart shall reflect the updated information. The Contractor shall submit four copies of the updated Project Work schedule to the Engineer within 7 Calendar Days after the meeting. The report shall include without limitation the following:

- Sufficient narrative to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule; and
- Proposed corrective actions.

(b) Type "B" Schedule - When a Type "B" Schedule is required, the Contractor shall do the following:

(1) Initial Schedule - 5 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer four copies of a time-scaled bar chart Project Work schedule showing:

- Expected beginning and completion date of each activity, including all staging; and
- Elements of the Traffic Control Plan as required under 00225.05.

The initial schedule shall show all Work intended for the first 60 Days of the Contract to the level of detail described in (2) below, and shall show the priority and interdependence (sequencing and network logic) of all major segments of the remainder of the Work.

(2) Detailed Schedule - In addition to the above requirements, and within 30 Calendar Days after the Notice to Proceed, the Contractor shall provide the Engineer one digital copy and four paper copies of a detailed time-scaled bar chart Project Work schedule indicating the critical course of the Work. The digital copy shall be compatible with MS Project, or another scheduling program approved by the Engineer.

Detailed work schedule activities shall include the following:

- Construction activities;
- The time needed for completion of the utility relocation work;
- Submittal and approval of Material samples and shop drawings;
- Procurement of critical Materials;
- Fabrication, installation, and testing of special Material and Equipment; and
- Duration of Work, including completion times of all stages and their sub phases.

For each activity, the Project Work schedule shall list the following information:

- A description in common terminology;
- The quantity of Work, where appropriate, in common units of measure;
- The activity duration in normal workdays; and
- Scheduled start, completion, and time frame shown graphically using a time-scaled bar chart.

The schedule shall show the Work broken down into logical, separate activities by area, stage, or size. The duration of each activity shall be verifiable by manpower and Equipment allocation, in common units of measure, or by delivery dates.

The bar chart shall be prepared as follows:

- The length of bar shall represent the number of normal workdays scheduled.
- The time scale shall be appropriate for the duration of the Contract.
- The time scale shall be in normal workdays (every day except Saturday, Sunday, and legal holidays).
- The smallest unit shown shall be 1 Calendar Day.
- The first day and midpoint of each month shall be identified by date.
- Distinct symbols shall be used to denote multiple shift, holiday, and weekend Work.

The bar chart drawing(s) shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically. To ensure readability the bar chart shall be drawn on a reasonable size of paper up to a maximum of 36 inch x 36 inch, using multiple sheets when needed.

Within 10 Calendar Days after submission of the Project schedule the Engineer and the Contractor shall meet to review the Project schedule as submitted. Within 10 Days of the review meeting, the Contractor shall resubmit to the Engineer one digital and four paper copies of the Project schedule, including required revisions.

The accepted Project schedule shall represent all Work, as well as the planned sequence and time for the Work. Review of this and subsequent schedules by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

(3) Review and Reporting - The Project Work schedule may require revision as the Work progresses. Therefore, the Contractor shall monitor and when necessary revise the Project Work schedule as follows:

a. Review with the Engineer - The Contractor shall perform ongoing review of the Project Work schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the Engineer shall review Project events and any changes for their effect on the Project Work schedule. After any necessary action has been agreed upon, the Contractor shall make required changes to the Project Work schedule.

The Contractor shall collect information on all activities worked on or scheduled to be worked on during the previous report period, including shop drawings, Material procurement, and Contract Change Orders that have been issued. Information shall include commencement and completion dates on activities started or completed, or if still in progress, the remaining time duration.

The Contractor shall develop detailed sub-networks to incorporate changes, Additional Work, and Extra Work into the Project Work schedule. Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. The restraints shall include those activities from the Project Work schedule that initiated the sub-network as well as those restrained by it.

The Contractor shall evaluate this information and compare it with the Contractor's project schedule. If necessary, the Contractor shall make an updated bar chart schedule to incorporate the effect changes may have on the Project completion time(s). For any activity that has started, the Contractor shall add a symbol to show the actual date the activity started and the number of normal workdays remaining until completion. For activities that are finished, a symbol shall be added to show the actual date. The Contractor shall submit one digital and four paper copies of the updated bar chart to the Engineer within 7 Days after the progress meeting, along with a progress report as required by "b." below.

b. Progress Report - The Contractor shall submit a progress report to the Engineer each month. The report shall include the following:

- Sufficient narrative to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule; and
- Proposed corrective actions.

(c) Type "C" Schedule - When a Type "C" Schedule is required, the Contractor shall do the following:

(1) Initial Schedule - 10 Calendar Days prior to the preconstruction conference, the Contractor shall provide to the Engineer one digital copy and four paper copies of a time-scaled bar chart Project Work schedule. The digital copy shall be compatible with MS Project, or another scheduling program approved by the Engineer. The initial schedule shall show:

- The expected beginning and completion date of each activity, including all stages and phases;
- The time needed for completion of the utility relocation work; and
- The elements of the traffic control plan as required under 00225.05.

A logic diagram and a time-scaled bar chart will be acceptable in lieu of a time-scaled logic diagram.

The initial schedule shall show all Work intended for the first 60 Days of the Contract to the level of detail described in (2) below, and shall show the priority and interdependence (sequencing and network logic) of all major segments of the remainder of the Work.

(2) Detailed Project Work Schedule - In addition to the above requirements, and within 30 Calendar Days after First Notification, the Contractor shall provide the Engineer one digital copy and four paper copies of a detailed time-scaled critical path method (CPM) network Project Work schedule and

computer analysis printout, both clearly indicating the critical path. The digital copy shall be compatible with MS Project, or another scheduling program approved by the Engineer. The first submitted detailed time-scaled critical path method (CPM) network Project Work schedule shall also contain a listing of the quantity of Work for each activity, when appropriate, in common units of measure.

Detailed work schedule activities shall include the following:

- Construction activities;
- Any limitations of operation specified in 00180.40;
- The time needed for completion of the utility relocation work;
- Implementation of TCP for each stage and phase;
- Submittal and approval of Material samples, mix designs, and shop drawings;
- Agency timeframes to process and return Contractor submitted plans, working drawings, equipment lists and other submittals;
- Procurement of critical Materials;
- Fabrication, installation, and testing of special Material and Equipment;
- Duration of Work, including completion times of all stages and their sub-phases; and
- Specified cure times for all concrete elements.

The activities shall be separately identifiable by coding or use of sub-networks or both. The duration of each activity shall be verifiable and consistent with the description in the Project narrative required in (3) below.

Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. In the restraints, include those activities from any Project Work schedule that initiated the sub-network as well as those restrained by it.

The time scale used on the Contractor's detailed time-scaled critical path method (CPM) network Project Work schedule shall be appropriate for the duration of the activities and the Project duration. The time scale shall be in normal workdays, defined as every day except Saturday, Sunday and legal holidays, with calendar dates identified no less than the first and midpoint of each calendar month. The smallest unit shown shall be 1 Day. The network shall show the length of the activity or part scaled to accurately represent the number of normal workdays scheduled. Distinct symbols or graphics shall be used to show multiple shift, holiday, or weekend work.

The schedule network drawing(s) shall include a title block showing the Contract name and number, Contractor's name, date of original schedule, and all update dates; and a legend containing the symbols used, their definitions, and the time scale, shown graphically. To ensure readability the drawings shall be on a reasonable size of paper up to a maximum of 36 inch x 36 inch, using multiple sheets when needed.

The Contractor shall include a tabulation of each activity in the computer mathematical analysis of the network diagram. The following information represents the minimum required for each activity:

- Event (node) number(s) for each activity;
- Maintain event (node) numbers throughout the Project;
- Activity description;
- Original duration of activities (in normal workdays);
- Estimated remaining duration of activities (in normal workdays);
- Earliest start date and actual start date (by calendar date);
- Earliest finish date and actual finish date (by calendar date);
- Latest start date (by calendar date);
- Latest finish date (by calendar date); and
- Slack or float time (in workdays).

Computer print-outs shall consist of at least a node sort and an "early start/total-float" sort.

Within 14 Calendar Days after submission of the detailed time-scaled critical path method (CPM) network Project Work schedule, the Engineer and the Contractor shall meet to review the detailed time-scaled critical path method (CPM) network Project Work schedule as submitted. Within 7 Calendar Days of the meeting, the Contractor shall resubmit to the Engineer one digital and four paper copies of the detailed time-scaled critical path method (CPM) network Project Work schedule, including required revisions.

This first accepted detailed time-scaled critical path method (CPM) network Project Work schedule, also called the accepted Project Work schedule, shall represent all Work, as well as the planned sequence and time for the Work. Review and acceptance of any Project Work schedules and Project narratives by the Engineer shall not relieve the Contractor of responsibility for timely and efficient execution of the Contract.

(3) Project Narrative - In addition to the above requirements, and within 30 Calendar Days after First Notification, the Contractor shall provide to the Engineer a final written Project narrative that discusses the planning, coordinating, scheduling and resourcing of the Work. The Project narrative shall include the following written description:

- Plans for staging the project.
- All critical activities.
- All near critical activities defined as those with less than 30 Days of float.
- All subcontractor activities that are critical, near critical, and those that are greater than two weeks in duration.
- Labor resourcing, by stage and phase, to include the number of crews, average crew size and planned night/weekend shifts including that of subcontractors.
- Equipment allocation, by stage and phase to include mobilization, demobilization and planned activities including that of subcontractors.
- Notifications required under the Contract during each stage and phase which may include but is not limited to road closures, lanes closures, night work, cold plane pavement removal, and pile driving.
- Provide discussion on addressing reasonably predictable weather conditions and their impact on all weather sensitive activities. Also, provide discussion on other weather limitations that may affect the project schedule.
- Submittal and approval of material samples, mix designs, and shop drawings.
- Procurement of critical materials.
- Plans for dealing with "unique" construction items.
- Coordination of utilities and any immediate concerns for impacts/delays.
- Constructability issues.
- Cost Reduction Proposals and/or immediate requests for changes to the specifications.
- Concerns/issues that need to be addressed within the first 90 Days following First Notification.

The accepted Project narrative shall represent all critical and near critical Work, as well as the planned sequence and time for the Work.

(4) Review and Reporting - The Project Work schedule may require revision as the Work progresses. Therefore, the Contractor shall monitor and when necessary revise the Project Work schedule as follows:

- a. Review with the Engineer** - The Contractor shall perform ongoing review of the accepted Project Work schedule and progress of the Work with the Engineer. If the Engineer or the Contractor determines that the accepted Project Work schedule no longer represents the Contractor's own plans or expected time for the Work, a meeting shall be held between the Engineer and the Contractor. At this meeting, the Contractor and the Engineer shall review Project events and any changes for their effect on the accepted Project Work schedule. After any necessary action has been agreed upon, the Contractor shall make required changes to the accepted Project Work

schedule and associated Project narrative. Upon acceptance by the Engineer, this will become the new accepted Project Work schedule and associated Project narrative.

The Contractor shall collect information on all activities worked on or scheduled to be worked on during the previous report period, including shop drawings, Material procurement, and Contract Change Orders that have been issued. Information shall include actual start and completion dates on activities started or completed, or if still in progress, the remaining time duration.

The Contractor shall develop detailed sub-networks to incorporate changes, Additional Work, and Extra Work into the Project Work schedule. Detailed sub-networks shall include all necessary activities and logic connectors to describe the Work and all restrictions on it. The restraints shall include those activities from the Project Work schedule that initiated the sub-network as well as those restrained by it. The procedure for acceptance of the revised or updated Project Work schedule as the new accepted Project Work schedule will be as provided above.

The Contractor shall evaluate this information each month and compare it with the accepted Project Work schedule. The Contractor shall make an updated bar chart schedule to incorporate the effect changes may have on the Project completion time(s). For any activity that has started, the Contractor shall add a symbol to show the actual date the activity started and the number of normal workdays remaining until completion. For activities that are finished, a symbol shall be added to show the actual date. The Contractor shall submit, digitally and in paper, copies of the updated bar chart to the Engineer within 7 Days after the progress meeting, along with a progress report as required by "b." below.

b. Progress Report - Each month the Contractor shall submit a progress report and an update of the Project Work schedule to the Engineer. The report and updated schedule shall be submitted both digitally and in paper copy and shall include the following:

- A sufficient description, in narrative form, to describe the past progress, anticipated activities, and stage Work;
- A description of any current and expected changes or delaying factors and their effect on the construction schedule;
- Proposed corrective actions;
- Proposals to keep the Project on schedule in the event of a delay; and
- Any changes to the logic as compared to the accepted Project Work schedule.

(d) Substitution of Schedules - When a Type "A" schedule is required, a Type "B" or Type "C" schedule may be substituted for the Type "A" schedule.

When a Type "B" schedule is required, a Type "C" schedule may be substituted for the Type "B" schedule.

(e) Specified Contract Time Not Superseded by Schedule Revisions - The completion dates in any Project Work schedule and any revised or updated Project Work schedules shall be within the Contract Time(s) specified for the Project, or within adjusted Contract Times approved according to 00180.80(c). Acceptance of any Project Work schedule or any revised or updated Project Work schedules shall not constitute approval of any completion dates that exceed such Contract Time(s). If the Contractor believes that additional Contract Time is due, the Contractor shall submit, with a revised Project Work schedule, a request for adjustment of Contract Time according to 00180.80(c). A request for an adjustment of Contract Time will be evaluated using the most recently accepted Project Work schedule.

(f) Float Time - Float time shown on the Project Work schedule, including any time between a Contractor's scheduled completion date and the specified Contract Time(s), does not exist for the exclusive use of either party to the Contract and belongs to the Project.

(g) Schedules Do Not Constitute Notice - Submittal of a Project Work schedule, with supporting Project narrative, does not constitute or substitute for any notice the Contractor is required under the terms of the Contract to give the Agency.

(h) Failure to Provide Schedule - The Project Work schedule is essential to the Agency. The Contractor's failure to provide the schedule, schedule information, progress reports, Project narratives, or

schedule updates when required will be cause to suspend the Work, or to withhold Contract payments as necessary to protect the Agency, until the Contractor provides the required information to the Engineer.

00180.42 Preconstruction Conference - Unless otherwise approved in writing by the Engineer, before any Work is performed and within 30 Calendar Days of the Notice to Proceed, the Contractor shall meet with the Engineer for a preconstruction conference at a time mutually agreed upon.

00180.43 Commencement and Performance of Work - From the time of commencement of the Work to the time of Final Acceptance the Contractor shall:

- Provide adequate Materials, Equipment, labor, and supervision to perform the Work;
- Perform the Work as vigorously and as continuously as conditions permit, and according to a Project Work schedule that ensures completion within the Contract Time or the adjusted Contract Time;
- Not voluntarily suspend or slow down operations without prior written approval from the Engineer; and
- Not resume suspended Work without the Engineer's written authorization.

00180.50 Contract Time to Complete Work:

(a) General - The time allowed to complete the Work or Pay Item is stipulated in the Solicitation Documents, and will be known as the "Contract Time". (see 00110.20)

(b) Kinds of Contract Time - The Contract Time will be expressed in one or more of the following ways:

(1) Fixed Date Calculation - The calendar date on which the Work or Pay Item shall be completed; or

(2) Calendar Day Calculation - The number of Calendar Days from a specified beginning point in which the Work or Pay Item shall be completed.

(3) Work Day Calculation - The number of Work Days from a specified beginning point in which the Work or Pay item shall be completed.

(c) Beginning of Contract Time - When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin with the fifteenth Calendar Day following the date of the Notice to Proceed. When the Contract Time is stated in Work Days, counting of Contract Work Days will begin with the 10th Work Day following the date of the Notice to Proceed or the first day of work, whichever comes first.

(d) Recording Contract Time - All Contract Time will be recorded and charged to the nearest one-half Day.

For Fixed Date Contracts, normally expected inclement weather conditions are considered in the Engineer's selection of the completion date, and time extensions will only be considered for reasons shown in 00180.50(e) and for weather conditions which in the opinion of the Engineer have an extraordinarily low statistical probability. Low statistical probability will be determined using historical weather data from a government website for the previous 10 years in which weather that occurs within 7 years of the 10-year period is considered reasonable and predictable.

On Contracts with Calendar Day or Work Day counts, the Engineer will furnish the Contractor a weekly statement of Contract Time charges. The statement will show the number of Calendar Days counted for the preceding week and the number of Calendar Days remaining prior to the established completion date.

For Contracts with fixed completion dates for Pay Items, the Engineer will furnish the Contractor a weekly statement of Contract Time charges only after expiration of the Contract Time. The statement will show the number of Calendar Days of liquidated damages that have been assessed, if any.

These statements will include any exclusions from, or adjustments to, Contract Time.

(e) Exclusions from Contract Time - Regardless of the way Contract Time is expressed in the Contract, certain Calendar Days will not be charged against Contract Time. These exclusions will be allowed when the Contractor is prevented from performing Work due to one of the following reasons, resulting in delay:

- Acts of God or Nature;
- Court orders enjoining prosecution of the Work;
- Strikes, labor disputes or freight embargoes that, despite the Contractor's reasonable efforts to avoid them, cause a shutdown of the entire Project or one or more major operations. "Strike" and "labor dispute" may include union action against the Contractor, a Subcontractor, a Materials supplier, or the Agency; or
- Suspension of the Work by written order of the Engineer for reasons other than the Contractor's failure or neglect.

(f) Time Calculation Protest - In the event the Contractor disputes the accuracy of the statement of Contract Time charges, it shall immediately contact the Engineer and attempt to resolve the dispute. If the dispute cannot be resolved informally, the Contractor shall submit a formal written protest to the Engineer within 7 Calendar Days of the date the Engineer mailed or delivered the statement. Failure to submit a formal written protest within the 7 Calendar Day period constitutes the Contractor's approval of the time charges, or adjusted time charges, itemized in the statement.

(g) End of Contract Time - When the Engineer determines that the On-Site Work has been completed, except for the items listed below, the Engineer will issue a Second Notification.

The Second Notification will list:

- The date the time charges stopped;
- Final trimming and cleanup tasks (see 00140.90);
- Equipment to be removed from the Project Site;
- Minor corrective work not involving additional payment to be completed; and
- Submittals, including without limitation all required certifications, bills, forms, warranties, certificate of insurance coverage (00170.70(b)), and other documents, required to be provided to the Engineer before Third Notification will issue.

The Contractor shall complete all tasks listed in the Second Notification in an expeditious manner within the time frame proposed by the Contractor and accepted by the Engineer. Unless otherwise agreed by the Agency, failure of the Contractor to complete all tasks listed in the Second Notification within the time frame accepted, will result in the Agency rescinding the Second Notification. Counting of time charges will resume upon expiration of the accepted time frame.

00180.60 Notice of Delay - The Contractor shall notify the Engineer of any delay that will likely prevent completion of the Work or a Pay Item by the date specified in the Project Work schedule. The notice shall be in writing and shall be submitted not later than 7 Calendar Days of when the Contractor knew or should have known of the delay. The notice shall include, to the extent available, the following:

- The reasons or causes for the delay;
- The estimated duration of the delay and the estimated resulting cumulative delay in Contract completion;
- Except for 00180.50(e) and 00180.65 delays, whether or not the Contractor expects to request an adjustment of Contract Time due to the delay;
- Whether or not the Contractor expects to accelerate due to the delay; and
- Whether or not the Contractor expects to request additional compensation due to the delay. Except for 00185.50(e) and 00180.65 delays, failure to include this information will constitute waiver of the Contractor's right to later make such a request.

00180.65 Right-of-Way and Access Delays - Right-of-Way and access delays will be taken into consideration in adjusting Contract Time, and in approving additional compensation if the performance of the Work is delayed because of the Agency's failure to make available to the Contractor:

- Necessary Rights-of-Way;

- Agency-owned or Agency-controlled Materials sources that are offered in the Contract for the Contractor's use; or
- Access to, or rights of occupancy of, buildings and other properties the Contractor is required to enter or to disturb according to Contract requirements.

If the ending date of an anticipated delay is stated in the Special Provisions, only the delay occurring after that date will be considered for adjusting Contract Time or providing additional compensation.

00180.70 Suspension of Work:

(a) General - The Engineer has authority to suspend the Work, or part of the Work, for any of the following causes:

- Failure of the Contractor to correct unsafe conditions;
- Failure of the Contractor to carry out any provision of the Contract;
- Failure of the Contractor to carry out orders issued by the Engineer, the Agency, or any regulatory authority;
- Existence of conditions unsuitable to proper or safe performance of the Work; or
- Any reason considered by the Agency to be in the public interest.

When Work has been suspended for any reason, the Contractor shall not resume Work without the Engineer's written authorization. Contractor is not entitled to any additional compensation or additional time if the Engineer suspends the Work or part of the Work.

(b) Contractor's Responsibilities during and after Suspension - During periods of suspension of the Work, the Contractor shall continue to be responsible for protecting and repairing the Work according to 00170.80, and for ensuring that a single designated representative responsible for the Project remains available according to 00150.40(b).

When Work is resumed after suspension, unless otherwise specified in the Contract, the Contractor shall perform the following at no additional compensation:

- Replace or repair any Work, Materials, and Equipment to be incorporated into the Work that was lost or damaged because of the temporary use of the Project Site by the public; and
- Remove Materials, Equipment, and temporary construction necessitated by temporary maintenance during the suspension, as directed by the Engineer.

(c) Compensation and Allowances for Suspension - Compensation and allowance of additional Contract Time due to suspension of any portion of the Work will be authorized only for Agency-initiated suspensions for reasons other than the Contractor's failure or neglect. (refer to 00180.50(e), 00180.65, and 00195.40)

00180.80 Adjustment of Contract Time:

(a) General - Contract Time established for the Work will be subject to adjustment, either by increase or decrease, for causes beyond the control of the Contractor, according to the terms of this Subsection. After adjustment, the Contract Time will become, and be designated as, the "Adjusted Contract Time". Except as provided in 00180.65 and 00195.40, an adjustment of Contract Time shall be the Contractor's only remedy for any delay arising from causes beyond the control of the Contractor.

(b) Contractor's Request Not Required - The Engineer may increase or decrease the Contract Time or the Adjusted Contract Time if Change Orders or Extra Work orders issued actually increase or decrease the amount of time required to perform the Work. The Engineer may also increase Contract Time in the event of Right-of-Way and Access delays (see 00180.65), and those delays due to causes beyond the Contractor's control specified in 00180.50(e). The Engineer will promptly inform the Contractor of adjustments made to Contract Time according to this Subsection, and will include the reasons for adjustment.

If the Agency anticipates delay during performance of the Contract, and specifies its expected duration in the Special Provisions, the Engineer will only consider additional delay beyond the stipulated duration in determining whether to adjust Contract Time.

(c) Contractor's Request Required - In the event the Contractor believes that additional Contract Time is due, the Contractor shall submit to the Engineer a timely request for adjustment of Contract Time. The Engineer will not consider untimely requests. The Agency regards as timely only those requests for adjustment of Contract Time that:

- Accompany a proposed revised Project Work schedule submitted according to 00180.41, for comparison with the last revision of the Project Work schedule; or
- Are not otherwise deemed waived and are submitted within 15 Days after the date of Second Notification, if Second Notification has been issued.

The Engineer will not grant an adjustment of Contract Time for events that occurred prior to the date of the last revision of the Project Work schedule. The Engineer will not authorize, nor the Agency pay, acceleration costs incurred by the Contractor prior to its submittal of a request for adjustment of Contract Time to which the acceleration costs relate.

The Contractor's request for adjustment of Contract Time shall be submitted to the Engineer on a form provided by, or in a format acceptable to, the Engineer, and shall include a copy of the written notice required under 00180.60. The request shall include without limitation:

- Consent of the Contractor's Surety if the request totals more than 30 Calendar Days of additional Contract Time;
- Sufficient detail for the Engineer to evaluate the asserted justification for the amount of additional Contract Time requested;
- The cause of each delay for which additional Contract Time is requested, together with supporting analysis and data;
- Reference to the Contract provision allowing Contract Time adjustment for each cause of delay;
- The actual or expected duration of delay resulting from each cause of delay, expressed in Calendar Days; and
- A schedule analysis based on the current approved Project Work schedule for each cause of delay, indicating which activities are involved and their impact on Contract completion.

(d) Basis for Adjustment of Contract Time - In the adjustment of Contract Time, the Engineer will consider causes that include, but are not limited to:

- Failure of the Agency to submit the Contract and bond forms to the Contractor for execution within the time stated in 00130.50, or to submit the Notice to Proceed within the time stated in 00130.90;
- Errors, changes, or omissions in the Supplemental Drawings, quantities, or Specifications;
- Performance of Extra Work;
- Failure of the Agency or Entities acting for the Agency to act promptly in carrying out Contract duties and obligations;
- Acts or omissions of the Agency or Entities acting for the Agency that result in unreasonable delay referenced in 00195.40;
- Causes cited in 00180.50(e); and
- Right-of-way and access delays referenced in 00180.65.

The Engineer will not consider requests for adjustment of Contract Time based on any of the following:

- Contentions that insufficient Contract Time was originally specified in the Contract;
- Delays that do not affect the specified or Adjusted Contract Time;
- Delays that affect the Contractor's planned early completion, but that do not affect the specified or adjusted Contract Time;

- Shortage or inadequacy of Materials, Equipment or labor;
- Work stoppage required by the Engineer to determine the extent of Work defects
- Time for the Contractor to correct the Work defects from date of notification of the defects until the correction work is completed and has been approved by the Engineer. Late delivery of Materials and Equipment to be incorporated into the Work, except under those conditions referenced in 00180.50(e);
- Different area of Material source in 00160.40(a);
- Substitution of Equipment in 00180.31(c);
- Reasonably predictable weather conditions; or
- Other matters within the Contractor's control or Contract responsibility.

(e) Consideration and Response by Agency - The Engineer will only consider a Contractor's request for Contract Time adjustment submitted according to the requirements of 00180.80(c). The Engineer may elect not to consider claimed delays that do not affect the specified or adjusted Contract Time required to complete the Work.

The Engineer may adjust Contract Time for causes not specifically identified by the Contractor in its request.

The Engineer will review a properly submitted request for Contract Time adjustment, and within a reasonable time will advise the Contractor of the Engineer's findings. If the Contractor disagrees with the Engineer's findings, the Contractor may request review according to the procedure specified in 00199.40.

00180.85 Failure to Complete on Time; Liquidated Damages:

(a) Time is of the Essence - Time is of the essence in the Contractor's performance of the Contract. Delays in the Contractor's performance of the Work may inconvenience the traveling public, interfere with business and commerce, and increase cost to the Agency. It is essential and in the public interest that the Contractor prosecute the Work vigorously to Contract completion and within Contract Time or adjusted Contract Time.

The Agency does not waive any rights under the Contract by permitting the Contractor to continue to perform the Contract, or any part of it, after the Contract Time or adjusted Contract Time has expired.

(b) Liquidated Damages - Delays in the Contractor's performance of the Work will cause the Agency to sustain damages; increase risk to, inconvenience, and interfere with the traveling public and commerce; and increase costs to taxpayers. Because the Agency finds it is unduly burdensome and difficult to demonstrate the exact dollar value of such damages, the Contractor agrees to pay to the Agency, not as a penalty but as liquidated damages, the amount(s) determined as specified below for each Calendar Day the Work remains incomplete after the expiration of the Contract Time or adjusted Contract Time applicable to that Work. The liquidated damages shall constitute payment in full only of damages incurred by the Agency due to the Contractor's failure to complete the Work on time.

Payment by the Contractor of liquidated damages does not release the Contractor from its obligation to fully and timely perform the Contract according to its terms. Nor does acceptance of liquidated damages by the Agency constitute a waiver of the Agency's right to collect any additional damages it may sustain by reason of the Contractor's failure to fully perform the Contract according to its terms.

If the Contract is terminated according to 00180.90(a), and if the Work has not been completed by other means on or before the expiration of Contract Time or adjusted Contract Time, liquidated damages will be assessed against the Contractor for the duration of time reasonably required to complete the Work.

(1) Single Contract Time - The liquidated damages per Calendar Day* for failure to complete the Work on time as required by 00180.50(h) when a single Contract Time is listed under 00180.50(h) will be established using the following formula:

The Liquidated Damages per Calendar Day* are 21.2 percent of C divided by T as defined in this Section.

C = The Contractor's Bid amount for the Contract.

T = The total Calendar Days between the latest completion date or time listed under 00180.50(h) in the Solicitation Documents and the Bid Opening that will result in the greatest value for T.

* Calendar Day amounts are applicable when the Contract Time is expressed on the Calendar Day or fixed date basis.

(2) Multiple Contract Times - The liquidated damages per Calendar Day* for failure to complete the Work on time as required by 00180.50(h) when multiple Contract Times are listed under 00180.50(h) will be established for each individual Contract Time as follows:

The Agency-determined percentage of the value of all Work required to be complete by a given Contract Time multiplied by the rate determined using the formula specified in 00180.85(b)(1).

When multiple Contract Times are listed under 00180.50(h), the Agency-determined percentages of the value of Work required to be complete by the Contract Times listed under 00180.50(h) will be listed in the Special Provisions.

If liquidated damages should become payable concurrently under any combination of liquidated damage rates, the rate that will be assessed will be the highest applicable rate.

* Calendar Day amounts are applicable when the Contract Time is expressed on the Calendar Day or fixed date basis.

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

00180.90 Termination of Contract and Substituted Performance:

(a) Termination for Default - Termination of the Contract for default may result if the Contractor:

- Fails to comply with the requirements for records;
- Violates any material provision of the Contract;
- Disregards applicable laws and regulations or the Engineer's instructions;
- Refuses or fails to supply enough Materials, Equipment or skilled workers for prosecution of the Work in compliance with the Contract;
- Fails to make prompt payment to Subcontractors;
- Makes an unauthorized general assignment for the benefit of the Contractor's creditors;
- Has a receiver appointed because of the Contractor's insolvency;
- Is adjudged bankrupt and the court consents to the Contract termination; or
- Otherwise fails or refuses to faithfully perform the Contract according to its terms and conditions.

If the Contract is terminated by the Agency, upon demand the Contractor and the Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of all Materials and Equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments under 00195.50.

If the Contract is terminated for default, neither the Contractor nor its Surety shall be:

- Relieved of liability for damages or losses suffered by the Agency because of the Contractor's breach of Contract; or
- Entitled to receive any further progress payments until the Work is completed. However, progress payments for completed Work that remain due and owing at the time of Contract termination may be made according to the terms of 00195.50, except that the Engineer will be entitled to withhold sufficient funds to cover costs incurred by the Agency as a result of the termination. Final payment to the Contractor will be made according to the provisions of Section 00195.

If a termination under this provision is determined by a court of competent jurisdiction to be unjustified, the termination shall be deemed a termination for public convenience.

(b) Substituted Performance - According to the Agency's procedures, and upon the Engineer's recommendation that sufficient cause exists, the Agency, without prejudice to any of its other rights or remedies and after giving the Contractor and the Contractor's Surety 10 Calendar Days' written notice, may:

- Terminate the Contract;
- Substitute the Contractor with another Entity to complete the Contract;
- Take possession of the Project Site;
- Take possession of Materials on the Project Site;
- Take possession of Materials not on the Project Site, for which the Contractor received progress payments under 00195.50;
- Take possession of Equipment on the Project Site that is to be incorporated into the Work;
- Take possession of Equipment not on the Project Site that is to be incorporated into the Work, and for which the Contractor received progress payments under 00195.50; and
- Finish the Work by whatever method the Agency deems expedient.

If, within the 10 Calendar Day notice period provided above, the Contractor and/or its Surety corrects the basis for declaration of default to the satisfaction of the Engineer, or if the Contractor's Surety submits a proposal for correction that is acceptable to the Engineer, the Contract will not be terminated.

(c) Termination for Public Convenience - The Engineer may terminate the Contract in whole or in part whenever the Engineer determines that termination of the Contract is in the best interest of the public.

The Engineer will provide the Contractor and the Contractor's Surety 7 Calendar Days' written notice of termination for public convenience. After such notice, the Contractor and the Contractor's Surety shall provide the Engineer with immediate and peaceful possession of the Project Site, and of Materials and Equipment to be incorporated into the Work, whether located on and off the Project Site, for which the Contractor received progress payments under 00195.50.

If the Contract is terminated for public convenience, neither the Contractor nor its Surety shall be relieved of liability for damages or losses suffered by the Agency as a result of defective, unacceptable or unauthorized Work completed or performed.

Compensation for Work terminated by the Engineer under this provision will be determined according to the provisions of 00195.70(b)

Section 00190 - Measurement of Pay Quantities

Description

00190.00 Scope - The Engineer will measure pay quantities for accepted Work according to the United States standard measure unless otherwise provided in the Contract. Unless otherwise specified in the Contract, the Engineer will round off all quantity computations using the following convention:

- The final significant digit will not be changed when the succeeding digit is less than 5.
- The final significant digit will be increased by one when the succeeding digit is 5 or greater.

The measurement provisions contained in the Specifications for each Pay Item will supplement or modify the above convention by:

- Imposing measurement limitations
- Describing measurement or computation procedures
- Giving conversion factors or adjustment conditions
- Providing for determination of reasonably accurate and representative Pay Item quantities

Measurements required or allowed to be made by the Contractor will be subject to the Engineer's verification. The Engineer's decision about measurement is final.

00190.10 Measurement Guidelines - Measurement of quantities will be made on the following bases, unless otherwise specified in the Contract:

(a) Unit Basis - Unit will be each, unless otherwise specified in the Contract and will be determined by actual count of units in place.

(b) Length Basis - Length will be feet or mile, unless otherwise specified in the Contract and will be determined by measuring the length at least to the nearest 0.1 foot or at least to the nearest 0.1 mile, as applicable, unless otherwise specified in the Contract. Measurements will be limited to the dimensions shown or specified, or as directed by the Engineer.

(c) Area Basis - Area will be square foot, square yard, or acre, unless otherwise specified in the Contract and will be determined by measuring the width and the length (or height) at least to the nearest 0.1 foot and computed at least to the nearest 0.1 square foot, nearest 0.1 square yard, or nearest 0.1 acre, as applicable, unless otherwise specified in the Contract.

(d) Weight Basis - Weight will be pound or ton, unless otherwise specified in the Contract and will be determined as follows:

(1) Pound - Pound weight will be determined by the net weight identified on the manufacturer's packaged labels, subject to periodic check weighing. Weight by pound will be measured at least to the nearest 1.0 pound unless otherwise specified in the Contract.

Provide a certificate with each shipment together with a certified copy of the weight of each delivery. If the check weight is less than the manufacturer weight by more than 0.4%, the discrepancy will be resolved by the Engineer.

(2) Ton - Ton weight will be determined on Contractor-provided scales as required under 00190.20 unless otherwise allowed by the Specifications. Weight by ton will be measured at least to the nearest 0.01 ton unless otherwise specified in the Contract.

If bituminous materials, portland cement, lime, and similar bulk Materials are shipped by truck or rail, the supplier's shipping invoice with net scale weights, or volumes converted to weights, may be used for Pay Item quantity determination in place of weights determined on the Contractor-provided vehicle scales.

Shipping invoice weights of the supplier's truck or transport shall be subject to periodic check weighing on the Contractor's vehicle scales, or other scales designated, according to 00190.20. If the check weight is less than the supplier weight by more than 0.4%, the discrepancy will be resolved by the Engineer.

No payment will be made:

- For quantities in excess of the supplier weight
- When Materials have been lost, wasted, or otherwise not incorporated into the Work
- For additional hauling costs resulting from the check weighing

(e) Volume Basis - Volume will be cubic yard truck measure or in-place measure, gallons, foot board measure (FBM), or thousand foot board measure (MFBM), unless otherwise specified in the Contract and will be measured at least to the nearest 0.1 cubic yard, nearest 1.0 gallon, nearest 0.1 FBM, or nearest 0.1 MFBM, as applicable, unless otherwise specified in the Contract.

Truck measure will be the measured and calculated maximum "water level" capacity of the vehicle. Quantities will be determined at the point of delivery, with no allowance for settlement of Material during transit. When required to facilitate measurement, the vehicle load shall be leveled at the point of delivery. Payment will not be made for Material in excess of the maximum "water level" capacity. Deductions will be made for loads below the maximum "water level" capacity.

When bituminous materials are measured by volume, the volume will be measured at 60 °F or will be corrected to the volume at 60 °F using the correction factors found in the MFTP (ODOT TM 321).

(f) Time Basis - Time will be hour, Day, or year, unless otherwise specified in the Contract, and will be measured to at least the nearest 0.5 hour, nearest 1.0 Day, or nearest 1.0 year, as applicable, unless otherwise specified in the Contract.

(g) Standard Manufactured Items - If standard manufactured items, such as fence, wire, plates, rolled shapes, pipe, conduit and other similar items are specified in the Contract by properties such as gauge, unit weight, or section dimensions, the manufacturing tolerances established by the industry involved will be accepted unless more stringent tolerances are cited in the Contract.

(h) Lump Sum Basis - Lump sum, when used, means the Work described shall be completed and accepted without measurement unless changes are ordered in writing by the Engineer. If estimated quantities of the Work to be performed are listed in the Special Provisions, they provide only a basis for adjusting payment amounts. Estimated quantities are approximate only, and are made from a reasonable interpretation of the Contract Documents. Computations based on the details and dimensions shown on the Contract Documents are not guaranteed to equal estimated quantities.

If the Agency issues no Change Order, the Agency will make no pay adjustment for quantities based on the Contractor's computations that overrun or underrun the estimated quantities.

If the Agency issues Change Orders for changes in the Work, the Engineer will measure such changes according to the standards set by 00195.20 to determine adjustment of payment.

00190.20 Contractor to Provide Vehicle Weigh Scales:

(a) General - If the Specifications require measurement by weighing on vehicle weigh scales, the Contractor shall provide vehicle weigh scales and shall transport Materials to the scales. Subject to the Engineer's approval, weights may be determined by plant or hopper scales according to 00190.30. Contractor-provided scales shall be furnished, installed and maintained by the Contractor or its supplier, or, subject to the Engineer's approval, may be commercial scales located in the vicinity of the Project.

Unless otherwise provided in the Contract, Pay Items to be measured by weight shall include all Contractor costs for providing, maintaining, inspecting, and testing scales; for furnishing appropriate weigh tickets; for self-printing scales; and for transporting Materials to the scales or to check weighing.

(b) Requirements - The scales shall conform to ORS 618, or the laws of the state in which they are located, and NIST Handbook 44, and shall be:

- Licensed by the Oregon Department of Agriculture, or by the analogous regulatory body for scales located outside the State;
- Technically suitable for weighing the Materials;

- Properly installed and maintained; and
- Accurate to the required tolerances.

The weight of any Materials weighed by anyone other than the Engineer will be subject to check weighing as the Engineer directs.

(c) Approaches - Vehicle scale approaches shall be:

- At each end of the scale platform;
- Straight and in line with the platform; and
- Long enough to accommodate combination vehicles longer than the scale platform so that they are level and allow release of brakes before weighing.

(d) Inspections - Contractor shall have all scales certified, that is inspected and their accuracy tested, by the Oregon Department of Agriculture, an analogous regulatory body for scales located outside the State, or a scale service company as follows:

- Before use if installed at a new site;
- 60 Calendar Days after initial inspection;
- Every 6 months thereafter; and
- When the Engineer directs additional inspections.

No Materials weighed on scales without current certifications according to this Subsection will be accepted. The Contractor shall provide a copy of all required certifications to the Engineer.

Testing by a scale service company within the State of Oregon shall comply with ORS 618.

If additional inspections directed by the Engineer confirm that the scale accuracy is within the required tolerances, the Agency will pay the cost for inspecting and testing the scales. If the scale accuracy is not within these tolerances, the Contractor shall pay the cost for inspecting and testing the scales.

(e) Inspection Results - If an inspection indicates the scales have been under-weighing (indicating less than the true weight), the Agency will make no additional payment to the Contractor for Materials previously weighed.

If an inspection indicates the scales have been over-weighing (indicating more than the true weight), the weights will be reduced for Materials received after the time the Engineer determines the overweighing began or, if that is not possible, after the last acceptable certification of the scales. The reduction will be the amount of error in excess of the 0.2% maintenance tolerance allowed in the Contract.

(f) Contractor-Provided Weigh Technician - The Contractor shall provide a technician to operate Contractor-provided vehicle weigh scales. The Agency may observe procedures and require check weighing according to the following:

(1) Scale with Automatic Printer - If the scales have an automatic weigh memo printer that does not require manual entry of gross weight information, the Agency may periodically have a representative at the scales to observe the weighing procedures. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

If a different scale is not available within a 30 mile round trip from the regular haul route the Agency will allow check weighing on an approved alternate basis. Check weights within 0.4% of the Contractor-provided weight are acceptable.

The Engineer will resolve discrepancies found by check weighing. Agency employee costs will be paid by the Agency. The Contractor shall pay all other costs resulting from the check weighings, including without limitation the use of other scales.

If more than 50 tons per Day of all types of Materials are received from a scale, the Contractor shall make random check weighings at least every tenth Day on which more than 50 tons is received or at each interval that 10,000 tons has been weighed, whichever occurs first, or as directed by the Engineer. The Contractor shall make at least one check weighing on projects where more than 2,000 tons of all types of Materials are received from a scale. The Contractor shall provide the Engineer with the results of the check weighing.

(2) Scale Without Automatic Printer - If the scales require manual entry of gross weight information, the Agency may periodically have a representative weigh witness at the scales to observe the weighing procedures. The Contractor shall inform the Engineer of his intent to use a scale without an automatic printer at least 3 working Days before weighing begins or before the Contractor changes to a scale that does not have an automatic printer. The Contractor shall pay costs for the weigh witness. The hourly cost of the weigh witness will be as stated in the Special Provisions. In addition, the Engineer may periodically check the weight for a load of Materials by directing the haul vehicle to reweigh on a different scale that has been inspected and certified according to 00190.20(b) and 00190.20(d).

If a different scale is not available within a 30 mile round trip from the regular haul route the Agency will allow check weighing on an approved alternate basis. Check weights within 0.4% of the Contractor-provided weight are acceptable.

The Engineer will resolve discrepancies found by check weighing. Agency employee costs for check weighings will be paid by the Agency. The Contractor shall pay all other costs resulting from the check weighings, including without limitation the use of other scales.

If more than 50 tons per Day of all types of Materials are received from a scale, the Contractor shall make random check weighings at least every tenth day on which more than 50 tons is received or at each interval that 10,000 tons has been weighed, whichever occurs first, or as directed by the Engineer. The Contractor shall make at least one check weighing on all projects where materials are received from a scale without an automatic printer. The Contractor shall provide the Engineer with the results of the check weighing.

(3) Duties of Weigh Technician - The Contractor's weigh technician shall:

- Determine twice a Day, or as otherwise directed by the Engineer, the empty haul weights (tare weights) of hauling vehicles, unless vehicles are tared before each load;
- Furnish daily a listing of the tare weights if 10 or more loads are hauled during that Day;
- Furnish a note listing the net weight for each consecutive ten loads with the following load;
- Furnish a daily listing of the net weights and total weight for each type of Material hauled during that Day; and
- Furnish a legible, serially numbered weigh memo for each load of Materials to the Agency's Materials receiver at the point of delivery, or as directed by the Engineer. The memo shall identify the Project, the Materials, the date, net weight (gross and tare as appropriate), and identification of vehicle, driver and weigh technician.

(g) Agency-Provided Weigh Technician - If the Contractor provides vehicle weigh scales without a weigh technician meeting the requirements of this Subsection, the Agency will provide a weigh technician at the Contractor's expense. The hourly cost for the weigh technician will be as stated in the Special Provisions. The Contractor shall provide a weighhouse for the weigh technician according to Section 00205. The Agency's weigh technician will:

- Determine tare weights;
- Prepare weigh memos for each load;
- Compile the weigh records; and
- Not participate in the production of Materials or the loading of haul vehicles.

00190.30 Plant Scales - The Contractor, with the Engineer's written approval, may weigh plant-mixed Materials on scales that have either:

- An automatic weight batching and mixing control printer system; or

- A weigh hopper printer system.

Any additional costs resulting from the use of these scales shall be borne by the Contractor. Check weighing will be done according to 00190.20(f).

Except for 00190.20(c) regarding approaches, the Contractor's use of plant scales shall comply with all provisions of 00190.20.

The Engineer's approval for the Contractor's use of plant scales to determine pay weights will be rescinded if check weighing or scale inspections indicate the scales do not consistently determine weights within the tolerances allowed by state law.

Section 00195 - Payment

Description

00195.00 Scope and Limit:

(a) General - The Agency will pay only for measured Pay Item quantities incorporated into the Work or performed according to the terms of the Contract. The Contractor understands and agrees that Pay Item quantities listed in the Schedule of Items do not govern payment.

Payment constitutes full compensation to the Contractor for furnishing all Materials, Equipment, labor, and Incidentals necessary to complete the Work; and for risk, loss, damage, and expense arising from the nature or prosecution of the Work or from the action of the elements, subject to the provisions of 00170.80. The Contractor shall include the costs of bonds and insurance for the Project in the unit price for each Pay Item of Work to be performed.

(b) Essential or Incidental Materials or Work - When the Specifications state that the unit price for a Pay Item is compensation for certain Materials or Work essential or Incidental to the Pay Item, the same Materials or Work will not be measured or paid under any other Pay Item.

00195.20 Changes to Plans or Character of Work:

(a) Insignificant Changed Work - If the changes made under 00140.30 do not significantly change the character or unit cost of the Work to be performed under the Contract, the Agency will pay for such work at the Pay Item price.

If the Work involved in the change is measured on a lump sum basis and its character is not significantly changed, payment for the Changed Work will be determined:

- As described in the applicable Section of the Specifications;
- If not described there, on a theoretical unit price determined by dividing the Contractor's lump sum price by the estimated quantity of the Pay Item listed in the Special Provisions; or
- If neither of the above apply, the Engineer will make an equitable adjustment.

(b) Significant Changed Work - If the changes made under 00140.30 significantly alter the character, unit cost, or lump sum cost of the Work, the Agency will adjust the Contract. The Contractor shall not be entitled to compensation for any loss in profits resulting from elimination of, reduction of, or other change to, a part of the Work.

Any adjustments may be less than, but will not be more than the amount justified by the Engineer on the basis of the established procedures set out in Section 00196 for determining rates for Extra Work, but those procedures shall account for the decrease or elimination of Work as well as for increases in the Work. This does not limit the application of Section 00199.

The term "Significant Changed Work" shall apply only to that circumstance in which the character of the Work, as changed, differs materially in kind, nature, or unit cost from that involved or included in the originally proposed construction.

Significant is defined as:

- a) An increase or decrease of more than 25 percent of the total cost of the Work calculated from the original bid quantities and the unit contract prices; or,
- b) An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the original total contract price.

00195.30 Differing Site Conditions - Upon written notification, as required in 00140.40, the Engineer will investigate the identified conditions. If the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required to perform any Work under the Contract, an

adjustment in the Contract Amount or Contract Time, excluding loss of anticipated profits, will be made, and the Contract modified accordingly, in writing. The Engineer will notify the Contractor as to whether or not an adjustment of the Contract is warranted.

No Contract adjustment which benefits the Contractor will be allowed unless the Contractor has provided the required written notice. Any such adjustments will be made according to 00195.20.

00195.40 Unreasonable Delay by the Agency - If the Contractor believes that performance of all or any portion of the Work is suspended, delayed, or interrupted for an unreasonable period of time in excess of that originally anticipated or customary in the construction industry, due to acts or omissions of the Agency, or persons acting for the Agency, and that additional compensation, Contract Time, or both, are due the Contractor because of the suspension, delay or interruption, the Contractor shall immediately file a written notice of delay according to 00180.60. The Contractor shall then promptly submit a properly supported request for any additional compensation, Contract Time, or both, according to the applicable provisions in 00180.60 through 00180.80 and Section 00199.

The Engineer will promptly evaluate a properly submitted request for additional compensation. If the Engineer determines that the delay was unreasonable, and that the cost required for the Contractor to perform the Contract has increased as a result of the unreasonable suspension, delay or interruption, the Engineer will make an equitable adjustment, excluding profit, and modify the Contract in writing accordingly. The Engineer will notify the Contractor of the determination and whether an adjustment to the Contract is warranted.

Under this provision, no Contract adjustment will be allowed:

- Unless the Contractor has provided the written notice required by 00180.60;
- For costs incurred more than 10 Calendar Days before the Engineer receives the Contractor's properly submitted written request;
- For any portion of a delay that the Engineer deems to be a reasonable delay, or for which an adjustment is provided for or excluded under other terms of the Contract; or
- To the extent that performance would nevertheless have been suspended, delayed or interrupted by causes other than those described in this Subsection.

00195.50 Progress Payments and Retained Amounts:

- (a) **Progress Payments** - The Agency's payment of progress payments, or determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d), shall not be construed as Final Acceptance or approval of any part of the Work, and shall not relieve the Contractor of responsibility for defective Materials or workmanship or for latent defects and warranty obligations.

The estimates upon which progress payments are based are not represented to be accurate estimates. All estimated quantities are subject to correction in the final estimate. If the Contractor uses these estimates as a basis for making payments to Subcontractors, the Contractor assumes all risk and bears any losses that result.

- (1) **Progress Estimates** - At the same time each month, the Engineer will make an estimate of the amount and value of Pay Item Work completed. The amount of Work completed will be the sum of the estimated number of units completed for unit price Pay Items plus the estimated percentage completed of lump sum Pay Items.

The estimated value of the Work completed will then be determined by using the Contract unit price for unit price Pay Items, and by using one of the following methods to determine the value of the lump sum Pay Items:

- The "theoretical unit price", when the Special Provisions contain an estimated number of units;
- A Contractor-submitted, Engineer-approved Schedule of Values, when there is no theoretical unit price available; or
- Engineer's determination, when there is neither an available theoretical unit price, nor an approved, Contractor-submitted Schedule of Values.

The amounts to be allowed for lump sum Pay Items in progress payments will not exceed the reasonable value of the Work performed, as determined by the Engineer.

Incidentals such as formwork, falsework, shoring, and cribbing shall be included in the unit prices for the various Pay Items requiring their use, unless specified as a separate Pay Item. No payment will be made for Pay Items that include Incidentals until units or portions of such Pay Item Work are in place and completed. The costs of Incidentals will be paid in proportion to the percentage of Pay Item Work completed.

(2) Value of Materials on Hand - The Engineer will also make an estimate of the amount and value of acceptable Materials on hand, i.e., already delivered and stored according to 00195.60(a), to be incorporated into the Work.

(3) Value of Work Accomplished - The sum of the values in (1) and (2) above will be collectively referred to in this Subsection as the "value of Work accomplished", subject to (4) below.

(4) Limitations on Value of Work Accomplished - In determining the "value of Work accomplished", the Engineer's estimate will be based on the unit prices for the various Pay Items. Any amounts not included in progress payments due to substantial mathematical unbalancing of Pay Item prices will be included in the final payment issued according to 00195.90(b).

(5) Reductions to Progress Payments - With each progress payment, the Contractor will receive a Contract payment voucher and summary setting forth the value of Work accomplished reduced by the following:

- Amounts previously paid;
- Amounts deductible or owed to the Agency for any cause specified in the Contract;
- Additional amounts retained to protect the Agency's interests according to Subsection (e) below.

(b) Retainage - The amount to be retained from progress payments will be 5% of the value of Work accomplished, and will be retained in one of the forms specified in Subsection (c) below. No retainage will be withheld from Work performed as Force Account Work, escalation/de-escalation, or other items decided by the Agency.

As provided in 00170.65(a) additional retainage of 25% of amounts earned will be withheld and released according to ORS 279C.845 when the Contractor fails to file the certified statements required in ORS 279C.845, FHWA Form 1273, and 00170.65.

(c) Forms of Retainage - Moneys retained by the Agency under ORS 279C.570(7) shall be retained in a fund by the contracting Agency and paid to the contractor in accordance with ORS 279C.570. Upon written request from the Contractor, other forms of acceptable retainage are specified below in Subsections (1) through (3). "Cash, Alternate A" is the Agency-preferred form of retainage. If the Agency incurs additional costs as a result of the Contractor's election to use a form of retainage other than Cash, Alternate A, the Agency may recover such costs from the Contractor by a reduction of the final payment.

(1) Cash, Alternate A - Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

The Agency will deposit the cash retainage withheld in an interest-bearing account in a bank, trust company, or savings association for the benefit of the Agency, as provided by ORS 279C.560(5). Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

(2) Cash, Alternate B (Retainage Surety Bond) - Upon receipt of an approved retainage surety bond, the Agency will limit the amount of cash retainage withheld to \$10,000. The surety bond must be in the bond form provided by the Agency. The bond must be provided by the same Surety that provides the Performance and Payment Bonds.

If the Contractor elects this form of retainage, the Agency will withhold from progress payments up to 5% of the value of the Work accomplished as cash retainage until the retained amount equals \$10,000. After that amount is retained, no further cash retainage will be withheld until the additional required retainage that would have been withheld exceeds the face amount of the retainage surety bond provided. Thereafter, retainage will be withheld from progress payments according to these Specifications. According to 00195.50(b), if at any time the Agency determines that satisfactory progress is not being made on the Work, the Agency may withhold up to 5% of the value of the Work accomplished from subsequent progress payments.

If an acceptable retainage surety bond is provided, the Contractor shall notify all Subcontractors of the existence of the retainage surety bond and shall advise them of their rights under ORS 279C.560(7) and ORS 701.435.

Amounts of retainage withheld under the provision will be included in the final payment according to 00195.90.

Any retainage withheld on Work performed by a Subcontractor shall be released to the Contractor according to 00195.50(d).

(3) Bonds and Securities, and Other Instruments - In accordance with ORS 279C.560, unless the Agency finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, the Agency will approve the Contractor's written request to deposit bonds, securities or other instruments with the Agency or in a custodial account or other account satisfactory to the Agency with an approved bank or trust company, to be held instead of cash retainage for the benefit of the Agency. In such event, the Agency will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor.

Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to the Agency and shall be of a kind approved by the Agency or the Director of the Oregon Department of Administrative Services, including but not limited to:

- Bills, certificates, notes or bonds of the United States;
- Other obligations of the United States or agencies of the United States;
- Obligations of a corporation wholly owned by the federal government;
- Indebtedness of the Federal National Mortgage Association;
- General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon;
- Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008.

The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as the Agency may require to protect its interests. When the Engineer determines that all requirements for the protection of the Agency's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor.

(d) Reduction of Retainage - As the Work progresses, the amounts to be retained under (b) of this Subsection are subject to reduction in the Engineer's sole discretion. Retainage reductions will be considered only as follows:

- When the Work is 97.5% or more completed, the Engineer may, without application by the Contractor, reduce the retained amount to 100% of the value of the Work remaining.
- For a project funded by the FHWA, a Subcontractor has satisfactorily completed all of its Work, it may request release of retainage for that Work from the Contractor. The Contractor shall request reduction of retainage in the amount withheld for the Subcontractor's Work after certifying to the Agency that the Subcontractor's Work is complete, and that all contractual requirements pertaining to the Subcontractor's Work have been satisfied. Within 60 Calendar Days of the end of the month in which the Agency receives the Contractor's certification regarding the Subcontractor's Work, the Agency will either notify the Contractor of any deficiencies which require completion before release of retainage, or verify that the Subcontractor's Work complies with the Contract and release all retainage for that Work with the next scheduled progress

payment. Within 10 Calendar Days of receipt of retainage, the Contractor shall pay to the Subcontractor all such retainage released except for latent defects or warranty.

- The Agency will only release retainage for satisfactorily completed portions of the Work represented by Pay Items in the Schedule of Items, or by Pay Items added by Change Order. Work not represented by a Pay Item, but which constitutes part of an uncompleted Pay Item, will not be regarded as satisfactorily completed Work for the purposes of this Subsection.

If retainage has been reduced or eliminated, the Agency reserves the right to protect its interests by retaining amounts from further progress payments at the rates provided in 00195.50(b).

(e) Withholding Payments - The Engineer may withhold such amounts from progress payments or final payment as may reasonably protect the Agency's interests until the Contractor has:

- Complied with all orders issued by the Engineer according to the Specifications; and
- Satisfied all legal actions filed against the Agency, the Agency's governing body and its members, and Agency employees that the Contractor is obliged to defend. (see 00170.72)

Notwithstanding ORS 279C.555 or ORS 279C.570 or 00195.50(d), if a Contractor is required to file certified statements on the prevailing rate of wages, but fails to do so, the Agency will retain 25% of any amount earned as required in 00170.65.

(f) Prompt Payment Policy - Payments shall be made promptly according to ORS 279C.570.

00195.60 Advance Allowance for Materials on Hand::

(a) General - If the total value of Materials on hand is at least \$1,000 or the total value of a single class of Materials on hand is at least \$500, the Engineer may authorize an advance allowance for the Materials in the progress payments. The Agency will not make advance allowances on the Materials unless the following three conditions are satisfied:

(1) Request for Advance Allowance - If Materials on hand meet the requirement of (2) below, an advance allowance will be made if:

- A written request for advance allowance for Materials on hand has been received by the Engineer at least five 5 Calendar Days before the pay period cutoff date; and
- The request is accompanied by written consent of the Contractor's Surety, if required by the Agency.

(2) Stored or Stockpiled Conditions - The Materials shall have been delivered and/or acceptably stored or stockpiled according to the Specifications and as follows:

- At the Project Site;
- On Agency-owned property;
- On property in the State of Oregon on which the property owner has authorized storage in writing. The written authorization must allow the Agency to enter upon the property and remove Materials for at least six 6 months after completion of the Project. The Contractor shall furnish a copy of the written permission to the Agency; or
- On property outside the State of Oregon on which the property owner has authorized storage in writing, provided that such storage location is allowed by the Special Provisions or authorized in writing by the Engineer. The permit must allow the Agency to enter upon the property and remove Materials for at least six 6 months after completion of the Project. The Contractor shall furnish a copy of the written permission to the Agency.

To be eligible for advance allowance, the Materials shall:

- Meet Specification requirements;
- Have the required Materials conformance and quality compliance documents on file with the Engineer (see Section 00165);
- Be in a form ready for incorporation into the Work; and

- Be clearly marked and identified as being specifically fabricated, or produced, and reserved for use on the Project.

(3) Responsibility for Protection - The Contractor has full control and responsibility for the protection of Materials on hand from the elements and against damage, loss, theft, or other impairment until the entire Project has been completed and accepted by the Agency.

If Materials are damaged, lost, stolen, or otherwise impaired while stored, the monetary value advanced for them, if any, will be deducted from the next progress payment.

If these conditions in 00195.60(a-1) through 00195.60(a-3) have been satisfied, the amount of advance allowance, less the retainage described in 00195.50, will be determined by one of the following methods as elected by the Engineer:

- Net cost to the Contractor of the Materials, f.o.b. the Project Site or other approved site; or
- Price (or portion of it attributable to the Materials), less the cost of incorporating the Materials into the Project, as estimated by the Engineer.

(b) Proof of Payment - The Contractor shall provide the Engineer with proof of payment to the Materials suppliers for purchased Materials within 30 Calendar Days of the date of the progress payment that includes the advance allowance.

If proof of payment is not provided, sums advanced will be deducted from future progress payments, and the Engineer will not approve further prepayment advance allowance requests.

(c) Terminated Contract - If the Contract is terminated, the Contractor shall provide the Agency immediate possession of all Materials for which advance allowances have been received, as provided above. If, for any reason, immediate possession of the Materials cannot be provided, the Contractor shall immediately refund to the Agency the total amount advanced for the Materials. The Agency may deduct any amount not so refunded from final payment.

00195.70 Payment under Terminated Contract - Payment for Work performed under a Contract that is terminated according to the provisions of 00180.90 will be determined under (a) or (b) of this Subsection.

(a) Termination for Default - Upon termination of the Contract for the Contractor's default, the Agency will make no further payment until the Project has been completed. The Agency will make progress payments to the party to whom the Contract is assigned, but may withhold an amount sufficient to cover anticipated Agency costs, as determined by the Engineer, to complete the Project.

Upon completion of the Project, the Engineer will determine the total amount that the defaulting Contractor would have been entitled to receive for the Work, under the terms of the Contract, had the Contractor completed the Work (the "cost of the Work").

If the cost of the Work, less the sum of all amounts previously paid to the Contractor, exceeds the expense incurred by the Agency in completing the Work, including without limitation expense for additional managerial and administrative services, the Agency will pay the excess to the Contractor, subject to the consent of the Contractor's Surety.

If the expense incurred by the Agency in completing the Work exceeds the Contract Amount, the Contractor or the Contractor's Surety shall pay to the Agency the amount of the excess expense.

The Engineer will determine the expense incurred by the Agency and the total amount of Agency damage resulting from the Contractor's default. That determination will be final as provided in 00150.00.

If a termination for default is determined by a court of competent jurisdiction to be unjustified, it shall be deemed a termination for public convenience, and payment to the Contractor will be made as provided in Subsection (b) below.

(b) Termination for Public Convenience:

(1) General - Full or partial termination of the Contract shall not relieve the Contractor of responsibility for completed or performed Work, or relieve the Contractor's Surety of the obligation for any just claims arising from the completed or performed Work.

(2) Mobilization - If mobilization is not a separate Pay Item, and payment is not otherwise provided for under the Contract, the Agency may pay the Contractor for mobilization expenses, including moving Equipment to and from the Project Site. If allowed, payment of mobilization expenses will be based on cost documentation submitted by the Contractor to the Engineer.

(3) All Other Work - The Agency shall pay the Contractor at the unit price for the number of Pay Item units of completed, accepted Work. For units of Pay Items partially completed, payment will be as mutually agreed, or, if not agreed, as the Engineer determines to be fair and equitable. No claim for loss of anticipated profits will be allowed. The Agency will purchase Materials left on hand according to 00195.80.

00195.90 Final Payment:

(a) Final Estimate - As soon as practicable after Final Inspection of the Project, as provided in 00150.90, the Engineer will prepare a final estimate of the quantities of the Pay Items performed. With this estimate of quantities as a base, the total amount due the Contractor will be determined according to the terms of the Contract including without limitation any amounts due for Extra Work performed.

(b) Final Payment - The amount of final payment will be the difference between the total amount due the Contractor and the sum of all payments previously made. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

After computation of the final amount due, and after Final Acceptance of the Project along with the "Certificate of Compliance", final payment will be mailed to the Contractor's last known address as shown in the records of the Agency.

Beginning 30 Calendar Days after the date of Third Notification, interest will begin to accrue at the rate established by ORS 279C.570 on any money due and payable to the Contractor as final payment, determined as described above. No interest will be paid on money withheld due to outstanding amounts owed by the Contractor under the provisions of 00170.10.

(c) No Waiver of Right to Make Adjustment - The fact that the Agency has made any measurement, estimate, determination or certification either before or after completion of the Project, Final Acceptance, Agency assumption of possession of the Project Site, determination of satisfactory completion of Pay Items or Work or release of retainage under 00195.50(d) or payment for any part of the Work, shall not prevent either party from:

- Showing the true amount and character of the Work;
- Showing that any measurement, estimate, determination or certification is incorrect;
- Recovering from the other party damages that may have been suffered because the other party failed to comply with the Contract.

00195.95 Error in Final Quantities and Amounts:

(a) Request for Correction of Compensation - If the Contractor believes the quantities and amounts detailed in the final Contract payment voucher, prepared by the Engineer according to 00195.90, to be incorrect, the Contractor shall submit an itemized statement to the Engineer detailing all proposed corrections.

This statement must be submitted to the Engineer within 90 Calendar Days from the date the voucher was mailed to the Contractor, according to 00195.90(b). Any request for compensation not submitted and supported by an itemized statement within the 90 Calendar Day period will not be paid by the Agency. This does not limit the application of Section 00199.

(b) Acceptance or Rejection of Request:

(1) Consideration of Request - The Engineer will consider and investigate the Contractor's request for correction of compensation submitted according to 00195.95(a), and will promptly advise the Contractor of acceptance or rejection of the request in full or in part.

(2) Acceptance of Request - If the Engineer accepts the Contractor's request(s) in full or in part, the Engineer will prepare a post-final Contract payment voucher, including all accepted corrections, and will forward it to the Contractor.

(3) Rejection of Request - If the Engineer rejects the request(s) in full, the Engineer will issue a written notice of rejection and mail it to the Contractor.

(4) Contractor Objection to Revised Voucher or Notice of Rejection - If the Contractor disagrees with the revised voucher or notice of rejection, the Contractor may request review according to the procedure specified in 00199.40. If the Contractor fails to submit a request for 00199.40 review within 30 Calendar Days after the Engineer mails a post-final Contract payment voucher or notice of rejection, the Contractor waives all rights to a claim based on errors in quantities and amounts.

If the Engineer rejects the Contractor's request on the basis that the issue was not one that qualified for treatment under this Section, no review according to 00199.40 will be allowed.

Section 00196 - Payment for Extra Work

Description

00196.00 General - Only work not included in the Contract as awarded but deemed by the Engineer to be necessary to complete the Project (see 00140.60) will be paid as Extra Work. Regardless of alterations and changes, any item of Work provided for in the Contract will not constitute Extra Work. Payment for alterations and changes to Work will be made according to 00195.20.

Compensation for Extra Work will be paid only for Work authorized in writing by the Engineer and performed as specified. Work performed before issuance of the Engineer's written authorization shall be at the Contractor's risk. Extra Work will be paid as determined by the Engineer, according to 00196.10 and 00196.20.

Provisions and Requirements

00196.10 Negotiated Price - If the Engineer can reasonably determine a price estimate for Extra Work, the Engineer may then give written authorization to the Contractor to begin the Extra Work. As soon as practicable, but within 10 Calendar Days after that authorization, the Contractor shall respond in writing to the Engineer's Extra Work price estimate by submitting to the Engineer an Extra Work price quote. The price quote shall detail the following items related to the Extra Work:

- Types and amounts of Materials
- Hours of Equipment use and hours of labor
- Travel
- Overhead and profit
- Other costs associated with the proposed Extra Work

Pending approval of the price quote, the Engineer will maintain force account records of the Extra Work. As soon as practicable, but within 10 Calendar Days of receipt of a properly supported price quote, the Engineer will review the price quote and advise the Contractor if it is accepted or rejected. The Engineer will not accept a price quote that cannot be justified on a Force Account basis. If the Contractor's price is accepted, the Engineer will issue a Change Order, and the Extra Work will be paid at the accepted price.

00196.20 Force Account - If the Engineer and the Contractor cannot agree on a price for the Extra Work, the Engineer may issue a Force Account Work order requiring the Extra Work to be paid as Force Account Work. Force Account Work records and payment will be made according to Section 00197.

Section 00197 - Payment for Force Account Work

00197.00 Scope - The Materials, Equipment and labor rates and procedures established in this Section apply to Extra Work ordered by the Engineer to be performed as Force Account Work. With the exceptions identified in 00197.01(b), these rates and procedures also apply to other Work when according to other Sections this Section 00197 applies, including without limitation the following:

- 00140.70 - Cost Reduction Proposals
- 00195.20 - Changes to Plans or Character of Work
- 00195.30 - Differing Site Conditions
- 00199.30(b) - Claims Requirements

00197.01 General:

(a) Extra Work on a Force Account Basis - Before ordering Force Account Work, the Engineer will discuss the proposed work with the Contractor, and will seek the Contractor's comments and advice concerning the formulation of Force Account Work specifications. The Engineer is not bound by the Contractor's comments and advice, and has final authority to:

- Determine and direct the Materials, Equipment and labor to be used on the approved Force Account Work; and
- Determine the time of the Contractor's performance of the ordered Force Account Work.

Force account work performed by Subcontractors will be measured and paid for on the same basis and in the same manner as force account work performed directly by the Contractor.

If the Engineer orders the performance of Extra Work as Force Account Work, the Engineer will record, on a daily basis, the Materials, Equipment, labor, and Special Services used for the Force Account Work during that day. The Engineer and the Contractor shall sign the record daily to indicate agreement on the Materials, Equipment, labor, and Special Services used for the Force Account Work performed on that day.

The following shall be reflected on the daily record:

- Materials used in the Force Account Work as directed by the Engineer, except those furnished and paid under rental rates for use of Equipment;
- Equipment which the Engineer considers necessary to perform the Force Account Work. Equipment hours will be recorded to the nearest quarter hour;
- Labor costs, including that of Equipment operators and supervisors in direct charge of the specific operations while engaged in the Force Account Work;
- Special Services; and
- The Engineer's and Contractor's signatures confirming its accuracy.

(b) Other Work - When according to other Sections this Section 00197 applies, the following exceptions apply to the Work under those other Sections, except for Extra Work ordered by the Engineer to be performed as Force Account Work.

00197.01(a) does not apply.

Cost Efficiency - Agency will not be responsible for additional costs that are a direct or indirect result of the Contractor's inefficient means and methods or that reasonably could have been avoided if the Materials, Equipment, labor or services had been obtained at a more commercially reasonable cost.

Standby Time - Equipment that is necessary for the Work but is not being operated to progress the Work will be considered to be on standby and will be limited to the standby rates and hour limitations in 00197.20(e). Equipment costs will be limited to a combination of operating time and standby time of not more than 8 hours in a 24 hour period or 40 hours in a 1 week period. The Equipment must be onsite and available for use to be eligible for standby time.

- For a period of 7 or fewer Calendar Days: If a continuous period of standby time for a piece of Equipment does not exceed 7 Calendar Days, the accumulated standby cost for that continuous period of standby time shall be limited to the standby rates and hour limitations in 00197.20(e).

- For a period of more than 7 Calendar Days: Unless the Engineer has otherwise agreed in advance in writing, if a continuous period of standby time for a piece of Equipment exceeds 7 Calendar Days, the accumulated standby cost shall be limited to:
 - For the first 7 Calendar Days, the standby rates and hour limitations in 00197.20(e), and
 - For the portion of the continuous period of standby time after the first 7 Calendar Days, the lesser of:
 - The standby rates and hour limitations in 00197.20(e); or
 - The cost for moving that piece of Equipment to and from the Project Site according to 00197.20(d).

00197.10 Materials:

(a) General - The Contractor will be paid for Materials actually used in the Force Account Work as directed by the Engineer, except for those furnished and paid for under rental rates included with the use of Equipment. Payments will be at actual cost, including transportation costs to the specified location, from the supplier to the purchaser, whether the purchaser is the Contractor, a Subcontractor, or other forces. All costs are subject to the provisions of this Subsection.

(b) Trade Discount - If a commercial trade discount is offered or available to the purchaser, it shall be credited to the Agency, even though the discount may not have actually been taken. The Agency will not take any discounts for prompt or early payment, whether or not offered or taken.

(c) Not Directly Purchased From Supplier - If Materials cannot be obtained by direct purchase from and direct billing by the supplier, the cost shall be considered to be the price billed to the purchaser less commercial trade discounts, as determined by the Engineer, but not more than the purchaser paid for the Materials. No markup other than actual handling costs will be permitted.

(d) Purchaser-Owned Source - If Materials are obtained from a supply or source wholly or partly owned by the purchaser, the cost shall not exceed the price paid by the purchaser for similar Materials furnished from that source on Pay Items, or the current wholesale price for the Materials delivered to the Project Site, whichever is lower.

00197.20 Equipment:

(a) General - Equipment approved by the Engineer to perform the Force Account Work will be eligible for payment at the established rates only during the hours it is operated or on standby if so ordered by the Engineer. Equipment hours will be recorded on the daily record to the nearest quarter hour.

Except as modified by these provisions, Equipment use approved by the Engineer will be paid at the rental rates given in the most current edition of the Rental Rate Blue Books for Construction Equipment ("Blue Book"), Volumes 1, 2, and 3, published by Penton Media, Inc., and available from Equipment Watch (phone 1-800-669-3282).

(b) Equipment Description - On the billing form for Equipment costs, the Contractor shall submit to the Engineer sufficient information for each piece of Equipment and its attachments to enable the Engineer to determine the proper rental rate from the Blue Book.

(c) Rental Rates (without Operator):

(1) Rental Rate Formula - Rental rates for Equipment will be paid on an hourly basis for Equipment and for attachments according to the following formula:

$$\text{Hourly Rate} = \frac{\text{Monthly Base Rate} \times \text{Rate Adjustment Factor}}{176 \text{ hours/month}} + \text{Hourly Operating Rate}$$

Some attachments are considered "standard Equipment" and are already included in the monthly base rate for the Equipment. That information can be obtained from Equipment Watch.

(2) Monthly Base Rate - The monthly base rate used above for the machinery and for attachments represents the major costs of Equipment ownership, such as depreciation, interest, taxes, insurance, storage, and major repairs.

(3) Rate Adjustment Factor - The rate adjustment factor used above will be determined as per page iii of each section of the Blue Book.

(4) Hourly Operating Rate - The hourly operating rate used above for the machinery and for attachments represents the major costs of Equipment operations, such as fuel and oil, lubrications, field repairs, tires or ground engaging components, and expendable parts.

(5) Limitations - The Blue Book "Regional Adjustment Factor" shall not apply.

If multiple attachments are included with the rental Equipment, and are not considered "standard Equipment", only the attachment having the higher rental rate will be eligible for payment, provided the attachment has been approved by the Engineer as necessary to the Force Account Work.

Rental will not be allowed for small tools that have a daily rental rate of less than \$5, or for unlisted Equipment that has a fair market value of \$400 or less.

The above rates apply to approved Equipment in good working condition. Equipment not in good working condition, or larger than required to efficiently perform the work, may be rejected by the Engineer or accepted and paid for at reduced rates.

(d) Moving Equipment - If it is necessary to transport Equipment located beyond the Project Site exclusively for Force Account Work, the actual cost to transport the Equipment to, and return it from, its On-Site Work location will be allowed as an additional item of expense. However, the return cost will not exceed the original delivery cost. These costs will not be allowed for Equipment that is brought to the Project Site for Force Account Work if the Equipment is also used on Pay Item or related Work.

If transportation of such Equipment is by common carrier, payment will be made in the amount paid for the freight. No markups will be allowed on common carrier transportation costs. If the Equipment is hauled with the Contractor's own forces, transportation costs will include the rental rate of the hauling unit and the hauling unit operator's wage. If Equipment is transferred under its own power, the rental rate allowed for transportation time will be 75% of the appropriate hourly rate for the Equipment, without attachments, plus the Equipment operator's wage.

(e) Standby Time - If ordered by the Engineer, standby time will be paid at 40% of the hourly rental rate calculated according to this Subsection, excluding the hourly operating rate. Rates for standby time that are calculated at less than \$1 per hour will not be paid. Payment will be limited to not more than 8 hours in a 24-hour period or 40 hours in a 1 week period.

(f) Blue Book Omissions - If a rental rate has not been established in the Blue Book, the Contractor may:

- If approved by the Engineer, use the rate of the most similar model found in the Blue Book, considering such characteristics as manufacturer, capacity, horsepower, age and fuel type;
- Request Equipment Watch to furnish a written response for a rental rate on the Equipment, which shall be presented to the Engineer for approval; or
- Request that the Engineer establish a rental rate.

(g) Outside Rental Equipment - If Contractor-owned or Subcontractor-owned Equipment is not available, and Equipment is rented from outside sources, payment will be based on the actual paid invoice.

If the invoice specifies that rental rate does not include fuel, lubricants, field repairs, and servicing, an amount equal to the Blue Book hourly operating cost may be added for those items that were excluded.

The Agency may reduce the payment when the invoice amount plus allowance is higher than the amount authorized under (c) through (f) of this Subsection.

The provisions of 00180.20(c) apply to owner-operated Equipment.

00197.30 Labor - The Contractor will be paid for all labor engaged directly on Force Account Work, including Equipment operators and supervisors in direct charge of the specific force account operations, as follows:

(a) Wages - The actual wages paid to laborers and supervisors, if those wages are paid at rates not more than those for comparable labor currently employed on the Project, or at the recognized, current, prevailing rates in the locality of the Project.

(b) Required Contributions - The actual cost of industrial accident insurance, unemployment compensation contributions, payroll transit district taxes, and social security for old age assistance contributions incurred or required under statutory law and these Specifications. The actual cost of industrial accident insurance is the National Council on Compensation Insurance (NCCI) rate for the assigned risk pool for the appropriate work class multiplied by the experience modification factor for the Contractor.

(c) Required Benefits - The actual amount paid to, or on behalf of, workers as per diem and travel allowances, health and welfare benefits, pension fund benefits, or other benefits when such other benefits are required by a collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Project.

The cost of labor calculated under this Subsection will also be subject to the applicable markups in 00197.80.

No work will be authorized which involves workers which would be paid overtime unless overtime is authorized in advance by the Engineer.

00197.40 Invoices for Special Services - Invoices for Special Services that reflect current market pricing may be accepted without complete itemization of Materials, Equipment, and labor costs, if the itemization is impractical or not customary. The invoice for Special Services shall show credit for commercial trade discounts offered or available.

No percentage markup will be allowed other than that specified in 00197.80.

00197.80 Percentage Allowances - To the Contractor's actual costs incurred, as limited in this Section 00197, amounts equal to a percentage markup of such costs will be allowed and paid to the Contractor as follows:

Subsection	Percent
00197.10 Materials	17
00197.20 Equipment	17
00197.30 Labor	22
00197.40 Special Services	17

When a Subcontractor performs ordered Force Account Work, the Contractor will be allowed a supplemental markup of 8% on each Force Account Work order.

These allowances made to the Contractor will constitute complete compensation for overhead, general and administrative expense, profit, and all other Force Account Work costs that were incurred by the Contractor, or by other forces that the Contractor furnished. No other reimbursement, compensation, or payment will be made.

00197.90 Billings - Billings for Force Account Work by the Contractor shall be submitted for the Engineer's approval on forms provided by the Agency or approved by the Engineer. Billings for Materials (other than Incidental items out of the inventory of the Contractor or Subcontractors), rental Equipment from sources other than the Contractor or Subcontractors, and Special Services, shall be accompanied by copies of invoices for the goods and services. The invoices shall be fully itemized showing dates, quantities, unit

prices, and complete descriptions of goods and services provided. Invoices for amounts of \$10 or less per invoice are not required, unless requested by the Engineer.

Costs included on the billings shall comply with 00197.01(a) and 00197.10 through 00197.40.

When a billing for Force Account Work has been paid at the Project level, no further corrections will be made because of further review if those corrections amount to less than \$10.

Section 00199 - Disagreements, Protests, and Claims

Description

00199.00 General - This Section details the process through which the parties agree to resolve any disagreement concerning additional compensation or concerning a combination of additional compensation and Contract Time. (See 00180.80 for disagreements and claims concerning additional Contract Time only, and 00195.95 for disagreements and claims concerning correction of final compensation.) The Agency will not consider direct disagreements, protests, or claims from Subcontractors, Materials suppliers, or any other Entity not a party to the Contract.

Provisions and Requirements

00199.10 Procedure for Resolving Disagreements - When disagreements occur concerning additional compensation or a combination of additional compensation and Contract Time, the Contractor shall first pursue resolution through the Engineer of all issues in the dispute, including without limitation the items to be included in the written notice in 00199.20. If the discussion fails to provide satisfactory resolution of the disagreement, the Contractor shall follow the protest procedures outlined in 00199.20. If the Engineer denies all or part of the Contractor's protest, and the Contractor desires to further pursue the issues, the Contractor shall submit a claim for processing according to 00199.30.

00199.15 Inappropriate Protest or Claim - It shall be presumed that the Contractor submits a protest or claim for additional compensation in good faith, based upon facts which reasonably support the Contractor's position and with full knowledge and understanding of the injury done to the Agency when notice of differing Project Site conditions or claims for additional compensation are not submitted in a timely manner as required under the Contract. Accordingly, the submission of a protest or claim without the concurrent submission of evidence that reasonably supports the protest or claim, or the submission of a protest or claim in an untimely manner will constitute a waiver of the protest or claim.

00199.20 Protest Procedure - If the Contractor disagrees with anything required in a Change Order or other written or oral order from the Engineer, including any direction, instruction, interpretation, or determination, or if the Contractor asserts a disagreement or dispute on any other basis, except 0195.95, that, in the Contractor's opinion, entitles or would entitle the Contractor to additional compensation or a combination of compensation and Contract Time, the Contractor shall do all of the following in order to pursue a protest and preserve its claim:

(a) Oral Notice - Give oral notice of protest to the Engineer and outline the areas of disagreement before starting or continuing the protested Work.

(b) Written Notice - File a proper written notice of protest with the Engineer within 7 Calendar Days after receiving the protested order. In the notice the Contractor shall:

- Describe the acts or omissions of the Agency or its agents that allegedly caused or may cause damage to the Contractor or to the Project, citing specific facts, persons, dates and Work involved;
- Describe the Contractor's proposed alternative to the Work ordered, if any, which will avoid damage to Contractor or to the Project;
- Describe the nature of the damages;
- Cite the specific Contract provision(s), if any, that support the protest;
- Include the estimated dollar cost, if any, of the protested Work, and furnish a list of estimated Materials, Equipment and labor for which the Contractor might request additional compensation; and
- If additional compensation is estimated to be due, include the estimated amount of additional time required, if any.

FAILURE TO COMPLY WITH THIS NOTICE REQUIREMENT RENDERS THE NOTICE IMPROPER AND SHALL CONSTITUTE A WAIVER OF ANY CLAIM FOR ADDITIONAL COMPENSATION OR A COMBINATION OF ADDITIONAL COMPENSATION AND CONTRACT TIME FOR ANY PART OF THE PROTESTED WORK.

(f) Records – Contractor must keep complete records of all costs and time incurred throughout the protested Work, and allow the Engineer access to those and other supporting records. Provide daily records of protested Work, on a weekly basis, on a schedule to be set by agreement with the Engineer.

(g) Comparison of Records - Provide the Engineer adequate facilities for keeping cost and time records of the protested Work. The Contractor and the Engineer will compare records and either bring them into agreement at the end of each day, or record and attempt to explain any differences.

(h) Work to Proceed - In spite of any protest, proceed promptly with the Work ordered by the Engineer.

(i) Evaluation of Protest - The Engineer will promptly evaluate all protests, after the Contractor has fully complied with the requirements described in 00199.20(b). If the protest is denied, the Engineer will notify the Contractor in writing of the reasons for full or partial denial. If a protest is found to be valid, the Engineer will, within a reasonable time, make an equitable adjustment of the Contract. Adjustment of time will be evaluated according to 00180.80.

The Engineer has no responsibility for evaluating and may reject a protest that does not comply with 00199.20(b). If the protest is rejected, the Engineer will notify the Contractor in writing of the reasons for rejection.

(j) Protest Evaluation by Third Party Neutral - If the Engineer agrees that the Contractor has fully complied with the requirements described in 00199.20(b), and if the Engineer fully or partially denies, in writing, the Contractor's protest according to 00199.20(f), the Contractor may request that a mutually selected Third Party Neutral review the protest. Procedures for selecting, using, and paying for the cost of the Third Party Neutral will be specified by Change Order.

If the Contractor does not accept the Engineer's evaluation of the protest, or either the Contractor or Engineer disagrees with the resolution recommended by the Third Party Neutral, the Contractor may pursue a claim as described in 00199.30. If the engineer disagrees with the recommendation of the Third Party, the engineer has the option to pursue arbitration and litigation per **00199.40 (c)**.

00199.30 Claims Procedure:

(a) General - If the Contractor believes that additional compensation is due, or a combination of additional compensation and Contract Time, and has pursued and exhausted all the procedures provided in 00199.10 and 00199.20 to resolve a disagreement and protest, the Contractor may file a claim.

The Agency's Contract is with the Contractor. There is no contractual relationship between the Agency and any subcontractors, Suppliers or any Entity other than the Contractor. It is the Contractor's responsibility to fully evaluate any claim before presenting it to the Agency. In addition, when a claim includes Work done or costs incurred by any subcontractors, Suppliers, or any Entity other than the Contractor, the Contractor remains solely responsible for presenting the claim to the Agency.

Claims that include Work done or costs incurred by subcontractors, Suppliers, or any Entity other than the Contractor will not be considered by the Agency unless the Contractor has:

- Completed and provided its own written evaluation of the claim;
- Verified by its own independent review and evaluation of the amount of compensation sought; and
- Certified the claim in accordance with 00199.30(b) (Part 10).

(b) Claims Requirements - At any time during the progress of the Work, but not later than 45 Calendar Days following the date of the Second Notification, the Contractor shall submit to the Engineer in writing, claims for additional compensation or a combination of additional compensation and Contract Time additional to that specified in the Contract. For a claim not submitted within the 45 day limit, that has not met the requirements of 00199.20, or is not filed as provided in 00199.30, the Contractor waives any claim for additional compensation or for additional compensation and Contract Time, and the Agency may reject the claim.

Written claims to the Engineer or the Agency by the Contractor shall be delivered to the Agency address shown in the Special provisions, unless a different address is agreed to by the Engineer, and shall be delivered:

- By U.S. Postal Service first class mail or priority mail (which at the sender's option may include certified or registered mail return receipt requested); or
- By overnight delivery service of a private industry courier.

Claims will be considered as having been received by the Agency:

- At the time of actual receipt or 7 Calendar Days after the postmarked date when deposited for delivery by first class or priority mail, whichever is earlier; or
- At the time of actual receipt or 3 Calendar Days after deposit with a private industry courier for overnight delivery service, whichever is earlier.

The Agency reserves the right at any time and at any step in the claim decision or review process to request additional information, records or documentation related to the claim or the Contract either directly or through agents working toward resolution of the disputed or claimed events and issues.

Claims shall be made in writing, and shall include all information, records and documentation necessary for the Agency to properly and completely evaluate the claim.

To be considered, claims for additional compensation, or for additional compensation and Contract Time, shall be completed according to 00199.30 and shall be submitted with the required information and in the format below and labeled as required below for each claimed issue:

(Part 1) Summary (label page 1.1 through page 1.?) - In the summary, include a detailed, factual statement of the claim for additional compensation and Contract Time, if any, with necessary dates and locations of Work involved in the claim and the dates of when the event arose. Also include detailed facts supporting the Contractor's position relative to the Engineer's decision (see 00199.20(f));

(Part 2) Proof of notice (label page 2.1 through page 2.?) - Submit a copy of the written notice, with all attachments, that was given to the Agency. Include the date when that written notice and the date when oral notice was given.

(Part 3) Copies of the Contract Specifications that support the Contractor's claim (label page 3.1 through page 3.?).

(Part 4) Theory of entitlement supporting the claim (label page 4.1 through page 4.?) - Include a narrative of how or why the specific Contract Specifications support the claim and a statement of the reasons why such Specifications support the claim;

(Part 5) Itemized list of claimed amounts (label page 5.1 through page 5.?) - Claimed damages that resulted from the event with a narrative of the theories and records and documents used to arrive at the value of the damages;

(Part 6) Additional Contract Time requests (label page 6.1 through page 6.?) - If the claim is for a combination of additional compensation and Contract Time, submit a copy of the schedule that was in effect when the event occurred and a detailed narrative which explains how the event impacted Contract Time. In addition, if an Agency-caused delay is claimed:

- Include the specific days and dates under claim;
- Provide detailed facts about the specific acts or omissions of the Agency that allegedly caused the delay, and the specific reasons why the resulting delay was unreasonable; and
- A schedule evaluation that accurately describes the impacts of the claimed delay;
- (Also see 00180.80 for additional requirements regarding claims for Contract Time and causes that are eligible and ineligible for consideration.);

(Part 7) Copies of actual expense records (label page 7.1 through page 7.?) - Include documents that contain the detailed records and which support and total to the exact amount of additional compensation sought. Include the information and calculations necessary to support that amount. That amount may be calculated on the basis of Section 00197, if applicable, or may be calculated using direct and indirect costs presented in the following categories:

- Direct Materials;
- Direct Equipment. The rate claimed for each piece of Equipment shall not exceed the actual cost. In the absence of actual Equipment costs, the Equipment rates shall not exceed 75 percent of those calculated under the provisions of 00197.20. For each piece of Equipment, the Contractor shall include a detailed description of the Equipment and attachments, specific days and dates of use or standby, and specific hours of use or standby;
- Direct labor;
- Job overhead;
- General and administrative overhead; and
- Other categories as specified by the Contractor or the Agency;

(Part 8) Supporting records and documents (label page 8.1 through page 8.?) - Include copies of, or excerpts from the following:

- Any documents that support the claim, such as manuals standard to the industry and used by the Contractor; and
- Any daily reports or diaries related to the event, photographs or media that help explain the issue or event (optional), or all other information the Contractor chooses to provide (optional);

(Part 9) Certification (label page 9.1 through 9.?) - A certified statement, signed by a person authorized to execute Change Orders, by the Contractor, subcontractor, Supplier, or Entity, originating the claim, as to the validity of facts and costs with the following certification:

Under penalty of law for perjury or falsification, the undersigned, (Name), (Title), (Company) certifies that this claim for additional compensation for Work on the Contract is a true statement of the actual costs incurred (in the amount of \$_____, exclusive of interest) and is fully documented and supported under the Contract between the parties.

Signature: _____

Date: _____, 20__

Subscribed and sworn before me this ____ day of _____, 20__

Notary Public

My commission expires _____.

(Part 10) Contractor evaluation of a lower tier claim (label page 10.1 through 10.?) - If the claim includes Work done or costs incurred by any subcontractors, Suppliers, or any Entity other than the Contractor, the following are required:

- Data required by the other Subsections of 00199.30(b);
- Copies of the Contractor's, subcontractor's, Supplier's and Entity's, at all tiers above the level of which the claim originates, separate evaluation of entitlement;
- Copies of the Contractor's, subcontractor's, Supplier's and Entity's, at all tiers above the level of which the claim originates, independent verification and evaluation of the amount of damages sought; and
- A person authorized to execute Change Orders on behalf of the Contractor, subcontractor, Supplier and Entity, at all tiers above the level of which the claim originates, must sign a statement with the following certification:

Under penalty of law for perjury or falsification, the undersigned, (Name) (Title), (Company) certifies that this claim originating from the subcontractor, Supplier or Entity (Company) for additional compensation for Work on the Contract is a reasonable statement, independently verified, of the costs incurred (in the amount of \$_____, exclusive of interest) and is fully documented and supported under the Contract between the parties.

Signature: _____

Date: _____, 20__

Subscribed and sworn before me this ____ day of _____, 20__

Notary Public

My commission expires _____.

If the Engineer determines that additional information, records or documentation is needed to allow proper evaluation of the claim submittal, the Engineer will request the information, records or documentation. The Contractor shall submit to the Engineer within 14 Calendar Days, or as otherwise agreed by the parties, the required additional information, records and documentation.

If the Engineer determines that the claim submittal with the additional information, records and documentation submitted is incomplete and not accepted as a claim, the Engineer will notify the Contractor in writing and the submittal will be rejected and will not be considered under 00199.40.

(c) Records Requirements - The Contractor shall comply with 00170.07.

(d) Compliance Required - Full compliance by the Contractor with the provisions of this Section is a condition precedent to the commencement of any lawsuit by the Contractor to enforce any claim.

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies - The Agency intends to resolve all claims at the lowest possible administrative level. The Engineer will also determine whether multiple claims should be advanced separately or together.

If the Engineer denies the claim for additional compensation or a combination of additional compensation and Contract Time, in full or in part, according to 00199.40(a), the Contractor may request review of the denial. The disputed claim for additional compensation or a combination of additional compensation and Contract Time may then be resolved, in full or in part, at any of the progressive steps of claim review procedure as specified in (b) through (c) of this Subsection.

If the Engineer has denied a claim, in full or in part, for Contract Time only according to 00180.80, or has denied a claim, in full or in part, for correction of final compensation according to 00195.95, those disputed claims may then be resolved, in full or in part, at either of the two progressive steps of claim review procedure as specified in (b) through (c) of this Subsection.

A person authorized by the Contractor to execute Change Orders on behalf of the Contractor must be present and attend all claim hearings. For all claims, all of the actions and review under each step of the review process shall occur before the review can be advanced to the next higher step.

If, at any step in the claim decision or review process, the Contractor fails to promptly submit requested information or documentation that the Agency deems necessary to analyze the claim, the Contractor is deemed to have waived its right to further review, and the claim will not be considered properly filed and preserved.

(a) Decision by the Engineer - The Engineer will, as soon as practicable, consider, investigate, and evaluate a Contractor's claim for additional compensation, or for a combination of additional compensation and Contract Time, if submitted as required by 00199.30.

Once the Engineer determines the Agency is in receipt of a properly submitted claim, the Engineer will arrange a meeting, within 21 Calendar Days or as otherwise agreed by the parties, with the Contractor in order to present the claim for formal review and discussion.

If the Engineer determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Engineer will schedule a second meeting, to be held within 14 Calendar Days or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Engineer will provide a written decision to the Contractor within 30 Calendar Days of the last Engineer-level meeting.

If the Contractor does not accept the Engineer's decision, the Contractor may, within 10 Calendar Days of receipt of the written decision, request in writing that the Engineer arrange a review at Step 1 (see (b) below).

(b) Step 1: Community Development Director Level Review - The Contractor shall request that the Engineer arrange a meeting with the Community Development Director or the Community Development Director's designee, as determined by the Community Development Director, in order to present the denied or partially denied claim for formal review and discussion. The meeting will take place 21 Calendar Days of the Agency's receipt of, the request, or as otherwise agreed by the parties.

If the Community Development Director (or designee) determines that the Contractor must furnish additional information, records or documentation to allow proper evaluation of the claim, the Community Development Director (or designee) will schedule a second meeting, to be held within 14 Calendar Days, or as otherwise agreed by the parties, at which the Contractor shall present the requested information, records and documentation.

The Community Development Director (or designee) will provide a written decision to the Contractor within 30 Calendar Days of the last meeting with the Community Development Director (or designee).

The claim is subject to 00199.60, if not all of the records requested by the Community Development Director (or designee) were furnished. If applicable, advancement of the claim is subject to the provisions of 00199.60 regarding waiver and dismissal of the claim or portions of the claim.

If the Contractor does not accept the decision, the Contractor may, within 180 Calendar Days from the date of receipt of the Community Development Director (or designee) written decision or within 90 Calendar Days of the date of , whichever is later, initiate Step 2 as set forth in subsection (c) below.

(c) Step 2: Arbitration and Litigation-The Contractor must follow each step in order, and exhaust all available administrative remedies before resort to arbitration and litigation. Litigation of a claim that cannot be resolved in Step 1 shall be initiated by filing a complaint in the Circuit Court for the State of Oregon in Yamhill County that contains a stipulation to arbitration under ORS 36.410. The claim and all cross and counter-claims filed in response to the complaint shall be submitted to the Court Arbitration Program set forth in ORS 36.400 to 36.425, Chapter 13 of the Oregon Uniform Trial Court Rules and the Circuit Court supplemental local rules concerning arbitration. Either party may seek, and shall be entitled to, an order directing the other party to submit to arbitration as provided herein and to judgment for its costs, expenses and attorney fees in obtaining and enforcing the order

In any litigation, the entire text of any order or permit issued by a governmental or regulatory authority, as well as any documents referenced or incorporated therein by reference, shall be admissible for the purpose of Contract interpretation.

The Contract shall not be construed against either party regardless of which party drafted it. Other than as modified by the Contract, the applicable rules of contract construction and evidence shall apply. This Contract shall be governed by and construed according to the laws of the State of Oregon without regard to principles of conflict of laws.

Any dispute between the Agency and the Contractor that arises from or relates to this Contract and that is not resolved under the provisions of Section 00199 shall be brought and conducted solely and exclusively within the Circuit Court for the State of Oregon in the county where the Agency's main office is located; provided, however, if a dispute must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Subsection be construed as a waiver by the Agency on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THE CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION.

(d) Payment of Costs, Expenses and Attorney's Fees – The prevailing party shall be entitled to an award for reasonable costs and expenses incurred after the initiation of Step 2, including costs and expenses incurred for arbitration, trial de novo and on appeal. Costs and Expenses shall include, but shall not be limited to, reasonable attorney fees and expenses and arbitrator fees and expenses.

As used in this subsection 00199.40(d), "prevailing party" for an arbitration award means (1) a Contractor who has received an arbitration award, exclusive of interest, costs and expenses, that is more than the dollar amount claimed by the Contractor in its Final Documentation of Claim under 00199.20(d) or (2) the Agency if there is no arbitration award to the Contractor or if the arbitration award to the Contractor, exclusive of interest, costs and expenses, is less than the dollar amount of the award in the Step 1 decision. For all other arbitration awards, there shall not be a "prevailing party."

The award of costs and expenses after trial de novo shall be made as provided for in ORS 36.425. The award of costs and expenses after appeal from a judgment entered after trial de novo shall be to the prevailing party designated as such by the appeals court.

00199.50 Mediation - Notwithstanding the formal claims procedure specified above, the parties may enter into nonbinding mediation by mutual agreement at any time, in which case the parties may also agree to suspend the time requirements in Section 00199 pending the outcome of the mediation process. The rules, time and place for mediation, as well as selection of the mediator, shall be established by mutual agreement. Costs shall be divided equally between the Contractor and the Agency. Either party may terminate mediation at any time upon 5 Calendar Days' notice to the other, after which the time requirements of Section 00199 shall be automatically reinstated and shall resume from the point at which the time requirements were suspended.

00199.60 Review of Determination Regarding Records - If not all of the records requested by the Agency under 00199.40(c) Step 2 were provided, then the Agency will determine:

- If the records are of the type described in 00170.07; and
- If the records have not been maintained or the records, or access to the records, has not been provided to the Agency as required by 00170.07 and this Section; and
- If the records are material and necessary for proper evaluation of part or all of the claim; and
- The portions of the claim for which the records are material and necessary for proper evaluation.

If the Agency makes the foregoing determinations, then subject to the review process described below, all portions of the claim for which the Agency determined the records are material and necessary for proper evaluation are immediately waived and irrevocably dismissed.

Even if the records have not been maintained or the records, or access to the records, have not been provided to the Agency in a given instance, the Agency may determine that sufficient records have been provided for the Agency to properly evaluate the claim in that instance. If the Agency makes this determination, the claim or portions of the claim will not be waived or dismissed under this provision.

If the Contractor does not accept the Agency written determination that the records are material and necessary for proper evaluation of part or all of the claim, and the portions of the claim for which the records are material and necessary, the Contractor may, within 14 Calendar Days of receipt of the Agency determination, request, in writing, a review of such determination by the Public Works Director (or designee). If the Contractor does not request a review of the Agency determination, the Agency determination shall then become the Agency's final determination as of the expiration of the time limit to request review.

If the Contractor requests the review, the Public Works Director (or designee) will schedule a review meeting within 14 Calendar Days, or as otherwise agreed by the parties, of when the Public Works Director (or designee) receives the written review request. The Agency and the Contractor will each have an opportunity to explain their respective positions at the review meeting in a manner determined by the Public Works Director (or designee).

Within 10 Calendar Days of the review meeting, the Public Works Director (or designee) will issue a written proposed finding of whether the records not maintained or not provided to the Agency, or for which access was not provided to the Agency, are material and necessary for proper evaluation of part or all of the claim. If the Public Works Director (or designee) makes that finding, then the Public Works Director (or designee) will also make a proposed written finding as to what portions of the claim the records are material and necessary and, therefore, waived and irrevocably dismissed.

Even if the records have not been maintained or the records, or access to the records, have not been provided to the Agency in a given instance, the Public Works Director (or designee) may determine that sufficient records have been provided for the Agency to properly evaluate the claim in that instance. If the

Public Works Director (or designee) makes this determination, then the claim or portions of the claim will not be waived or dismissed under this provision.

The Public Works Director's (or designee) findings will be submitted to the Contractor. The Public Works Director's (or designee) findings are the Agency's final determination.

If the Agency's final determination is that the records are material and necessary for proper evaluation of part or all of the claim, then the claim or that portion of the claim for which the records are material and necessary is waived and irrevocably dismissed, unless the Contractor provides the records, or access to the records, to the Agency within 5 Calendar Days of the Agency's final determination. If the Contractor provides the records, or access to the records, within this time limit, the Agency will schedule a meeting with the Contractor within 14 Calendar Days or as otherwise agreed by the parties, to discuss the records.

The Agency's final determination that records are material and necessary for proper evaluation of part or all of the claim, and the Agency's final determination of the portions of the claim for which the records are material and necessary, shall be final and binding.

If the entire claim is waived and irrevocably dismissed pursuant to the Agency's final determination there will be no further decision by the Agency on the claim or further review of the claim under 00199.40 and the claim will not be eligible for mediation under 00199.50. If only portions of the claim are waived and irrevocably dismissed pursuant to the Agency's final determination, the Agency will provide a written decision to the Contractor regarding the remaining portions of the claim within 30 Calendar Days of the final Step 2 meeting, or the Agency's final determination regarding the records, whichever is later. There will be no further decision by the Agency on or further review under 00199.40 of the portions of the claim waived and irrevocably dismissed pursuant to Agency's final determination and those portions will not be eligible for mediation under 00199.

CITY OF MCMINNVILLE – 2803 NE ORCHARD AVE STORM MAIN REPLACEMENT
SPECIAL PROVISIONS AND REVISIONS TO STANDARD SPECIFICATIONS

CITY OF McMINNVILLE, OREGON

2803 NE ORCHARD AVE STORM MAIN REPLACEMENT
Project No. 2023-5

SPECIAL PROVISIONS

CITY OF MCMINNVILLE – 2803 NE ORCHARD AVE STORM MAIN REPLACEMENT
SPECIAL PROVISIONS AND REVISIONS TO STANDARD SPECIFICATIONS

CITY OF MCMINNVILLE, OREGON
2803 NE ORCHARD AVE STORM MAIN REPLACEMENT

Project No. 2023-5

The Work to be done under this Contract consists of the following storm main replacement within the property of 2803 NE Orchard Ave within the City of McMinnville:

1. Install, maintain and remove erosion control measures.
2. Clearing and grubbing.
3. Reconnecting to existing manhole.
4. Partial storm main replacement
5. Furnish and install storm sewer pipe.
6. Furnish and place trench backfill.
7. Perform additional and incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2021 edition of the "Oregon Standard Specifications for Construction". The City of McMinnville Standard 00100 Specification Section is applicable to the work corresponding with Section 00100 – General Conditions. The 2021 Edition is applicable to the Work corresponding with subsequent sections.

All number references in these Special Provisions shall be understood to refer to the Sections and subsections of the Standard Specifications bearing like numbers and to Sections and subsections contained in these Special Provisions in their entirety.

CLASS OF PROJECT

This is a City of McMinnville Project.

CITY OF MCMINNVILLE – 2803 NE ORCHARD AVE STORM MAIN REPLACEMENT
SPECIAL PROVISIONS AND REVISIONS TO STANDARD SPECIFICATIONS

OREGON SPECIAL PROVISIONS FOR 2803 NE ORCHARD AVE STORM MAIN
REPLACEMENT PROJECT

CITY OF MCMINNVILLE, YAMHILL COUNTY, OREGON

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

Comply with Section 00110 of the City of McMinnville General Conditions.

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the City of McMinnville General Conditions.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the City of McMinnville General Conditions.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the City of McMinnville General Conditions.

SECTION 00150 - CONTROL OF WORK

Comply with Section 00150 of the City of McMinnville General Conditions modified as follows:

00150.15(b) Agency Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

- The Agency will not establish any principal grades or lines.

00150.15(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the Construction Surveying Manual for Contractors, Chapter 1.6 (see Section 00305) and the following:

- The Contractor shall be responsible to furnish all principal lines, grades, slope staking, and measurements as needed to construct the work per the requirements outlined in Section 00350 and as indicated in the Contract Documents.

00150.50(b) Agency Responsibilities – Add the following paragraph to the end of this subsection:

The locations, depth and description of existing utilities shown were compiled from available GIS mapping, records and/or field observations. The Engineer or Utility Companies do not guarantee the accuracy or the completeness of such locations. Additional utilities may exist in the project area.

CITY OF MCMINNVILLE – 2803 NE ORCHARD AVE STORM MAIN REPLACEMENT
SPECIAL PROVISIONS AND REVISIONS TO STANDARD SPECIFICATIONS

00150.50(c) Contractor Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall:

- Follow applicable rules adopted by the Oregon Utility Notification Center;
- Contact Utility owners during Bid preparation and after the Contract is awarded to verify all Utilities' involvement on the Project Site;
- Hold a Utility scheduling meeting and monthly Utility coordination meetings (see also 00180.42)
- Coordinate Project construction with the Utilities' planned adjustments, take all precautions necessary to prevent disruption of Utility service, and perform its Work in the manner that results in the least inconvenience to the Utility owners;
- Include all Utility adjustment work, whether to be performed by the Contractor or the Utilities, on the Contractor's Project Work schedule submitted under 00180.41;
- Protect from damage or disturbance any Utility that remains within the area in which Work is being performed. Maintain and re-establish location marks according to OAR 952-001-0090(2)(a). Coordinate re-establishment of the location marks with the associated Utility;
- Not disturb an existing Utility if it requires an unanticipated adjustment, but shall protect the Utility from damage or disturbance and promptly notify the Engineer;
- Determine the exact location before excavating within the reasonable accuracy zone according to OAR 952-001-0090(2)(c);
- Backfill any exposed Utilities as recommended and approved by the Utility representative. Obtain Utility locate warning tape from the Utility and replace damaged or removed warning tape. Utility locate warning tape may not be present at all existing Utilities;
- Stake, place warning tape, and maintain no work limits around critical Utility facilities as shown or directed by the Engineer and the Utility;
- Verify all utility locations prior to construction. Pothole as shown on the Contract Plans and/or as necessary to provide such verification, and arrange for the relocation of any utilities in conflict with the proposed Work.
- Support and protect pipes, conduits and other services where they cross an open excavation.
- In addition to the notification required in OAR 952-001-0090(5), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and
- Report to the Engineer any Utility owner who fails to cooperate or fails to follow the planned Utility adjustment.

Subject to the Engineer's approval, the Contractor may adjust the Utilities by asking the Utility owners to move, remove, or alter their facilities in ways other than as shown on the Plans or in the Special Provisions. The Contractor shall conduct all negotiations, make all arrangements, and assume all costs that arise from such changes.

Add the following subsection:

00150.50(f) Utility Information:

There are no anticipated conflicts with the Utilities listed below. The Contractor shall contact those

CITY OF MCMINNVILLE – 2803 NE ORCHARD AVE STORM MAIN REPLACEMENT
SPECIAL PROVISIONS AND REVISIONS TO STANDARD SPECIFICATIONS

Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

Utility

Wave Broadband
Contact: Pete Anderson, Outside Plant Manager
360-880-9660
panderson@wavebroadband.com

Comcast
Contact: Darrell McNeal, Construction Specialist II
503-596-3735
Darrell_McNeal@cable.comcast.com

Ziply Communications
Contact: John Bielec, Road Moves Engineer
503-643-1001
John.bielec@ftr.com

McMinnville Water and Light
Contact: Steve Wendell
Field Engineer (Water)
503-472-6919
SLW@mc-power.com

McMinnville Water and Light
Contact: Ryan Timm
Field Engineer (Power)
503-472-6919
RT@mc-power.com

NW Natural Gas
Contact: Daniel Kizer, P.E.
Engineering Supervisor Field Services
503-931-3219
Daniel.Kizer@nwnatural.com

Energized power lines are located within the Project limits. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from Power Company and will require an On-Site safety watcher at no cost to the Contractor. The Contractor shall provide the Engineer with a copy of the written approval of exception before beginning work.

Notify each utility at least 15 days prior to beginning any work on this project. Notify each utility (1) week in advance each time that the project schedule-of-record is changed.

The Contractor will also need to coordinate work efforts with the following organizations:

CITY OF MCMINNVILLE – 2803 NE ORCHARD AVE STORM MAIN REPLACEMENT
SPECIAL PROVISIONS AND REVISIONS TO STANDARD SPECIFICATIONS

McMinnville Fire Department
Contact: Rich Leipfert, Fire Chief
Ph. 503-435-5800
Rich.Leipfert@mcminnvilleoregon.gov

McMinnville Police Department
Contact: Matt Scales, Police Chief
Ph. 503-437-7307
Matt.Scales@mcminnvilleoregon.gov

McMinnville Public Works
503-434-7316

McMinnville School District
503-565-4000

First Student Bus Services
503-434-5631

Western Oregon Waste
503-472-3176

US Postal Service
503-472-1877

Yamhill Communications Agency (YCOM)
503-434-6500

Yamhill County Transit Area (YCTA)
(503) 474-4910

Notify each organization at least 10 days prior to beginning any work on this project. Notify each organization (1) week in advance each time that the project schedule-of-record is changed.

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the City of McMinnville General Conditions modified as follows:

00160.05 Qualified Products List (QPL) – Add the following subsection.

The QPL is a listing of manufactured products available on the market (shelf items) that ODOT has evaluated and found suitable for a specified use in highway construction. The QPL is available from ODOT's Construction Section website at:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/pages/index.aspx>

The most current published PDF version of the QPL on ODOT's Construction Section website at the time of Advertisement is the version in effect for the Project. The Engineer may approve for use a conditionally qualified product, or a product qualified for inclusion in a later edition of the

CITY OF MCMINNVILLE – 2803 NE ORCHARD AVE STORM MAIN REPLACEMENT
SPECIAL PROVISIONS AND REVISIONS TO STANDARD SPECIFICATIONS

QPL, if the Engineer finds the product acceptable for use on the Project.

Use of listed products shall be restricted to the category of use for which they are listed. The Contractor shall install all products as recommended by the manufacturer. The Contractor shall replace qualified products not conforming to Specifications or not properly handled or installed at no additional cost to the Agency.

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the City of McMinnville General Conditions modified as follows:

00165.10(a) Field-Tested Materials – Replace this subsection, except for the subsection number and title, with the following:

Field-tested Materials will be accepted for Compaction according to the table below. All other Field-tested Material requirements will be accepted according to the ODOT Manual of Field Test Procedures (MFTP).

Required Compaction Testing	Frequency	Note
Streets		
Subgrade	1 test/4000SF/lift (4 min)	1, 2 & 4
Engineered Fills	1 test/4000SF/lift (4 min)	1, 2 & 4
Aggregate Base	1 test/4000SF/lift (4 min)	1 & 2
Asphalt Concrete Pavement	1 test/6000SF/lift (4 min)	1
Piped Utilities, All		
Pipe Zone Bedding and Backfill	1 test/150LF/lift (4 min)	1
Trench Resurfacing		
Aggregate Base	1 test/150LF/lift (4 min)	1 & 2
Asphalt Concrete Pavement	1 test/150LF/lift (4 min)	1
Notes		
Note 1	Testing shall be performed by an independent testing laboratory.	
Note 2	In addition to in place density testing, the subgrade and aggregate base shall be proof rolled with a fully loaded 10-yard dump truck provided by the Contractor. Aggregate base proof-roll shall take place immediately prior to paving (within 24 hours of paving) and shall be witnessed by Owner. Locations and pattern of proof-roll to be directed by Owner.	
Note 3	To be witnessed by the Owner. The Contractor shall perform pretest prior to scheduling witnessed sanitary sewer pressure test, or pipeline mandrel test.	

CITY OF MCMINNVILLE – 2803 NE ORCHARD AVE STORM MAIN REPLACEMENT
SPECIAL PROVISIONS AND REVISIONS TO STANDARD SPECIFICATIONS

Note 4	The approved independent laboratory retained by the Contractor shall provide a certification (stamped by an engineer licensed in the State of Oregon) that the subgrade was prepared, and all engineered fills were placed in accordance with the provisions of the construction drawings and the contract documents.
--------	---

00165.10(b) Nonfield-Tested Materials - Add the following sentence to the end of this subsection:

The most current version of the NTMAG on the date of Advertisement is the version in effect for the Project.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 City of McMinnville General Conditions modified as follows:

00170.01(b) State of Oregon Agencies - Add the following Agency to the list: Oregon Department of Transportation

00170.70(a) Insurance Coverages - Add the following to the end of this subsection:

Contractor will provide insurance in accordance with Exhibit B of the City of McMinnville's Standard Terms and Conditions for Public Improvements Contract.

SECTION 00180 - PROSECUTION AND PROGRESS

Comply with Section 00180 of the City of McMinnville General Conditions modified as follows:

00180.40(b) On-Site Work - Add the following to the bulleted list:

- Produce and deliver door hanger notifications no more than 48 hours and no less than 24 hours in advance of construction activities on a given street. Delivery of door hangers shall be done at the same time No Parking signs are first placed in the Work area.

00180.40(c) Private Property Access and Work in Easements - Add the following subsection:

Close coordination and scheduling shall be required between the Contractor and the property owner.

All work affecting private property shall require a minimum of 7 calendar day written notice, by the Contractor to the City and the property owner, showing the proposed starting date and the order and duration of the work.

The Contractor shall confine its operations to within the public street right-of-way, permanent easement, and/or temporary construction easement limits except as specifically noted on the plans

CITY OF MCMINNVILLE – 2803 NE ORCHARD AVE STORM MAIN REPLACEMENT
SPECIAL PROVISIONS AND REVISIONS TO STANDARD SPECIFICATIONS

and in accordance with Section 00444 of the Special Provisions. The Contractor shall repair any damage to private property, either inside or outside of any easement limits, caused by the Contractor's operations. Furthermore, the Contractor shall provide a completed restoration release form to the City for each private property affected by the construction access and/or construction activities. Final completion of the work will not be approved by the City until the completed restoration release forms are submitted by the Contractor. A sample restoration form is included in the Appendix of the Contract Documents.

00180.41 Project Work Schedules – This project only requires the "look ahead" Project Work schedule.

00180.50(h) Contract Time – Add the following subsection:

(1) The Contractor shall complete all Work to be done under the Contract not later than August 31, 2023.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the City of McMinnville General Conditions.

SECTION 00195 - PAYMENT

Comply with Section 00195 of the City of McMinnville General Conditions.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the City of McMinnville General Conditions.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the City of McMinnville General Conditions.

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the City of McMinnville General Conditions.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

Comply with Section 00220 of the Standard Specifications modified as follows:

00220.00 Scope

Add the following paragraph to this section:

The Contractor shall be responsible for maintaining smooth flow of traffic around construction activities. All traffic control will be in accordance with an approved traffic plan. The Contractor shall submit to the City for approval, a written traffic control plan. No work shall commence prior

CITY OF MCMINNVILLE – 2803 NE ORCHARD AVE STORM MAIN REPLACEMENT
SPECIAL PROVISIONS AND REVISIONS TO STANDARD SPECIFICATIONS

to the approval of the traffic control plan by the City. During the performance of the work, the contractor shall submit any proposed revisions to the plan for the City’s approval. The Contractor shall not block driveways or intersections, unless permitted as explained below or unless otherwise authorized in writing by the City. The Contractor shall, on a daily basis, inform any and all impacted property owners and the City of any work affecting access to private property.

00220.03 Work Zone Notifications

Modify as follows:

(b) Closures

Delete this subsection and replace with the following:

This project is in a private storm easement on private property. There should be no need to have any streets closures. In the event one is needed, the Contractor must submit a request to the Agency with a traffic control plan. The Contractor’s plan and schedule (Section 00180.41) shall reflect any requested street closures.

If a streets closure is granted by the Agency, the Contractor must maintain local access at all times. In this situation where the street leads to the actual street of closure and there is no outlet (e. g., vehicles would have to turn around to get back out), “STREET CLOSED AHEAD” and “LOCAL ACCESS ONLY” signs shall be posted at the nearest intersection.

When street closures are allowed, provided a minimum 7 calendar day advance notification to the following:

1. YCOM (503) 434-6500
2. First Student School Bus Services (503) 434-5631
3. Western Oregon Waste (503) 472-3176
4. US Postal Service (503) 472-1877
5. McMinnville Public Works (503) 434-7316

00220.60(a)(2) Agency Responsibility

Delete this subsection in its entirety.

SECTION 00221 – COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.00 Scope

Add the following to the end of this subsection:

Traffic control for this project shall be paid as per Method “C” – Incidental Basis.

CITY OF MCMINNVILLE – 2803 NE ORCHARD AVE STORM MAIN REPLACEMENT
SPECIAL PROVISIONS AND REVISIONS TO STANDARD SPECIFICATIONS

00221.06 Traffic Control Plan

Delete this subsection and replace with the following:

The Contractor shall submit to the City for approval, a written traffic control plan 5 calendar days before the preconstruction conference. No work shall commence prior to the approval of the traffic control plan by the City. During the performance of the work, the contractor shall submit any proposed revisions to the plan for the City's approval. The Contractor shall not block driveways or intersections, unless otherwise authorized in writing by the City. The Contractor shall, on a daily basis, inform any and all impacted property owners and the City of any work affecting access to private property.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

Comply with Section 00280 of the Standard Specifications modified as follows:

00280.00 Scope - Add the following paragraph to the end of this subsection:

The Agency's NPDES 1200-CA Permit is applicable to the Project, and is included in the Appendix of the Contract Documents.

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications modified as follows:

00290.32 Noise Control - Replace the bullet that begins "Do not perform construction within 1,000 feet..." with the following bullet:

- Do not perform construction within 1,000 feet of an occupied dwelling on Sundays, legal holidays or between the hours of 6 PM and 7 AM on other days, without the approval of the City.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

00405.02 Definitions - Add the following definition:

Pothole Excavation - Pothole excavation is the removal and replacement of all materials via coring, vacuum extraction, or similar method, not classified as Exploratory Excavation, for the purposes of locating an underground utility and to investigate underground conditions.

SECTION 00415 - VIDEO PIPE INSPECTION

Delete this section and replace with the following:

The Agency's crews will provide the video inspections for this project.

SECTION 00445 - SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications modified as follows:

00445.74 Video Inspection of Sanitary and Storm Sewers - Replace this subsection with the following subsection:

00445.74 Video Inspection of Sanitary Sewers, Storm Sewers, and Culverts -

The Agency's crew will perform post-construction video pipe inspection, according to Section 00415, of all joints, including the location where new pipe meets existing pipe, after backfill and compaction is complete, but before any finish surfacing or final paving is performed.

For pipe sections being replaced, video pipe inspection is not required prior to replacement.

00445.80 – Measurement - Replace this section with the following:

(a) Pipes – The quantities of pipe of the various kinds, types, and sizes, will be measured on the length basis, and will be determined by the length of installation as follows:

a. **Length** – The length will be measured, with no deduction for structures or fittings, along the pipe flow line from center to center of manholes, inlets, special sections, or the ends of pipe, whichever is applicable.

(b) Cleanouts - Cleanouts will be measure on the unit basis. Cleanouts shall be designated as “in line” (part of other service line work) or “cut in only” (isolated and a separate dig connection).

(c) Service Line Reconnections – There will only be one “connection” per active service line. All other connections and/or disconnects/reconnects are considered incidental.

00445.91 – Payment – Replace this section with the following:

The accepted quantities of pipe and related work items performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Measurement
-----------------	--------------------

(a) __ inch ____ Sanitary Sewer Pipe, Type ____ Backfill.....	Foot
---	------

In items (a) the nominal pipe diameter will be inserted in the first blank. The type of pipe will be inserted in the second blank. The backfill type will be inserted into the third blank.

Video Pipe inspection will be completed by the Agency's crew.

No separate or additional payment will be made for:

- a) Trench excavation, bedding, pipe zone material, and trench backfill
- b) Pipe plugs, stoppers, and other required fittings including but not limited to wyes,

CITY OF MCMINNVILLE – 2803 NE ORCHARD AVE STORM MAIN REPLACEMENT
SPECIAL PROVISIONS AND REVISIONS TO STANDARD SPECIFICATIONS

- tees, couplers, branch saddles, service saddles, and slip joints.
- c) Metal pipe anchors
 - d) Tracer wire
 - e) Hydrostatic, air, joint, and deflection testing
 - f) Concrete blocks
 - g) Bypass pumping

When the Contract Schedule of items does not indicate payment for pipes or other work under the Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this work is required.

SECTION 00495 - TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications modified as follows:

00495.90 Payment

Replace the third paragraph with the following:

When the pipe is installed under landscaped areas, the trench will be backfilled and compacted with native soil and the Agency will install the grass seed after.

When the pipe is installed under paving surfacing, the paving will be completed separately.

SECTION 01030 - SEEDING

Remove Section 01030 in its entirety and replace with the following:

The Agency will seed the work zone after the Contractor completes the project.

CITY OF McMinnville, Oregon

2803 NE Orchard Ave Storm Main Replacement
Project No. 2023-5

PREVAILING WAGES

This Public Works Project is subject to the applicable prevailing wage rates. If a contractor fails to pay for labor and services, the City can withhold these amounts from payments due the contractor. Prevailing Wages applicable to this project are set forth in the following publications:

Prevailing Wage Rate for Public Works in Oregon effective January 5, 2023

January 5, 2023 PWR Apprenticeship Rates

These publications can be found electronically at:

<https://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

2803 NE Orchard Ave

Connect to either side of existing manhole. 8.5' Deep to invert at manhole. Connection to existing manhole will be made via sand collar.

Install rip rap around outfall per attached detail.

Connect to existing 36" concrete pipe, approx. 7.5' deep to invert, about 5' into asphalt. Connection to be made via Fernco.

K-6-B

Approx. 100' of 36" corrugated metal pipe to be replaced with ADS SaniTite polypropylene drainage pipe.

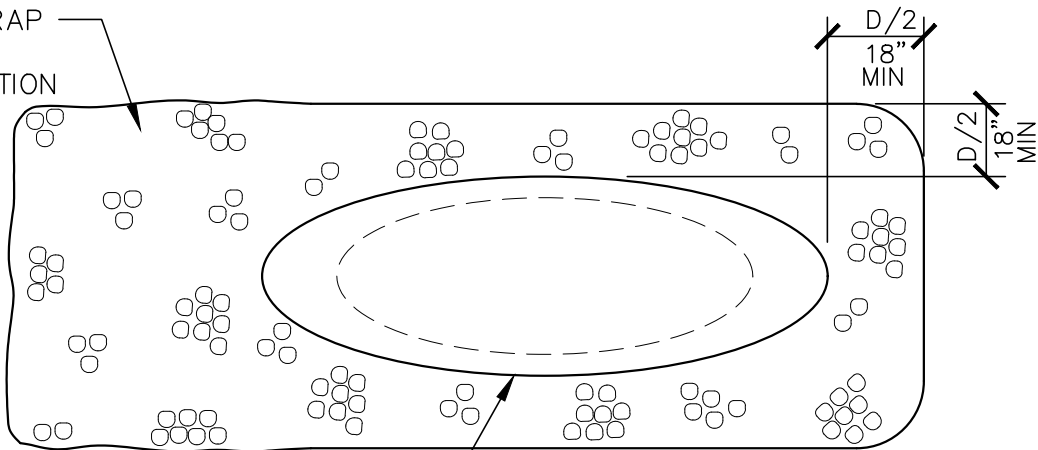
3101 NE Orchard Ave

Approx. 65' of 36" corrugated metal pipe to be replaced with ADS SaniTite polypropylene drainage pipe.

ORCHARD AVE

K-6-1IL

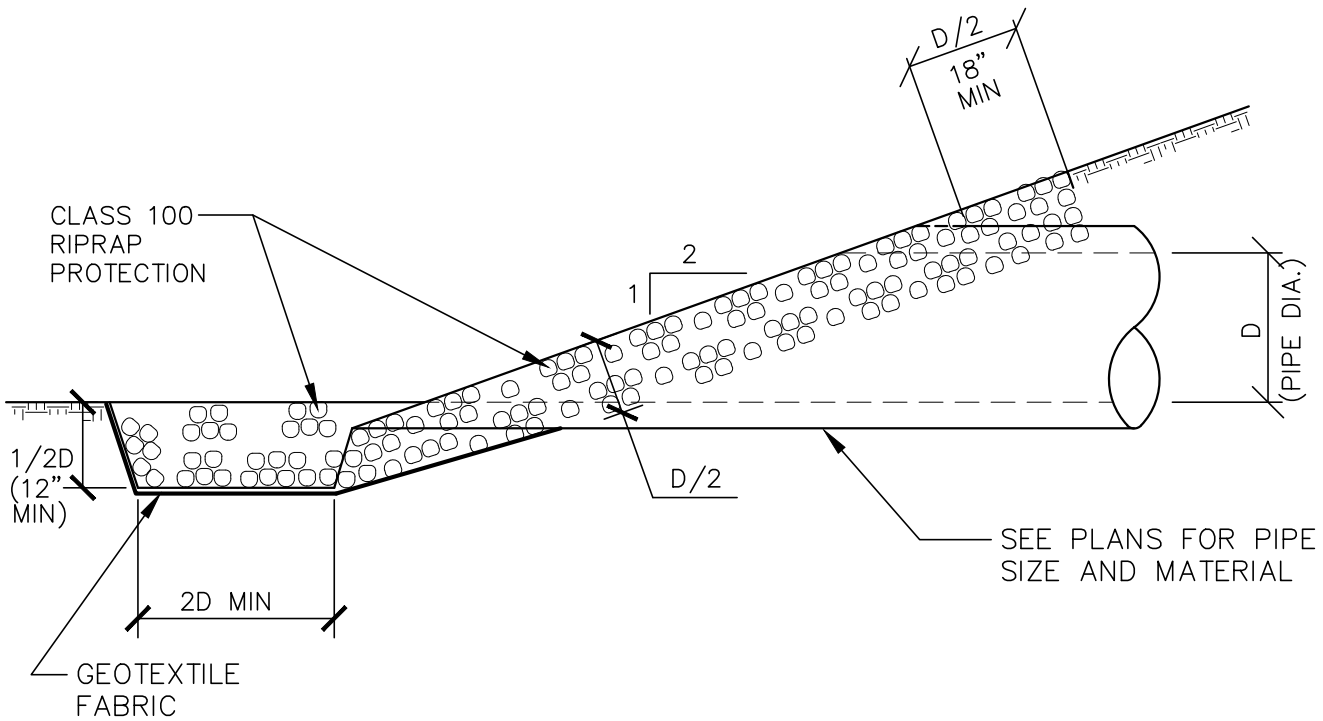
RIPRAP
SEE
SECTION



SIZE VARIES
SEE PLANS

PLAN

CLASS 100
RIPRAP
PROTECTION



SEE PLANS FOR PIPE
SIZE AND MATERIAL

(NORMAL TO CL OF EMBANKMENT)

SECTION

NOTES:

1. SEE CONSTRUCTION DRAWINGS FOR PIPE SIZE, LOCATION AND INVERT ELEVATION.

LAST REVISION DATE: APR 2019	JO # STD
STORM OUTLET SLOPED END-SECTION WITH RIPRAP	
(NTS)	
WESTECH ENG.	DETAIL NO. U3623

Amended on 07-12-2023



Area of failed corrugated metal storm main to be replaced.

After recording, return to:
City of McMinnville
Attn: Legal Department
230 NE Second Street
McMinnville, OR 97128



\$136.00

07/06/2023 02:59:13 PM

DMR-EDMR Cnt=1 Stn=1036 DAVISM
\$60.00 \$5.00 \$11.00 \$60.00

STORMWATER PIPELINE EASEMENT AGREEMENT
(2803 NE Orchard Ave.)

KNOW ALL BY THESE PRESENTS, that **John E. Niemeyer and Jeffrey W. Meader** a Partnership (hereinafter referred to as "Grantor"), as legal owner of that certain real property described below ("Property"), for the consideration hereinafter stated, does hereby grant and convey unto the **City of McMinnville**, a municipal corporation of the State of Oregon (hereinafter referred to as "Grantee"), a permanent underground stormwater pipeline easement ("Easement"), effective the 29th day of June, 2023, in, under, across, and along the full width and length of that certain land owned by Grantor and legally described as follows:

2803 NE Orchard Ave as described in the Legal Description attached hereto as **Exhibit A** as shown on the Location Map attached hereto as **Exhibit B**.

The true and actual consideration paid for this Easement, stated in terms of dollars, is Zero Dollars but consists of or includes other property or value given or promised, which is agreed by Grantor to be the whole and adequate consideration.

TO HAVE AND TO HOLD the above-described Easement, to run with and burden the land in perpetuity, unto said Grantee for the benefit of the general public in accordance with the conditions and covenants as follows:

1. **Scope of Easement.** This Easement shall include the right, privilege, and authority to Grantee to excavate for, and to construct, build, install, lay, patrol, operate, maintain, repair, replace, and remove underground stormwater pipeline(s), with all appurtenances incident thereto or necessary therewith, including any valve boxes, fire hydrants, or manholes, for the purpose of carrying and conveying stormwater and natural occurring drainage, as the case may be, in, under, across, and along said Easement Area, and to cut and remove from said right-of-way any trees and other obstructions which may endanger the safety or interfere with the use of said stormwater pipeline(s) or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above-described Property at any and all times for doing anything necessary, useful, or convenient for the enjoyment of the Easement hereby granted. No building or structure, other than flatwork, streets, sidewalks, and landscaping, shall be constructed over the Easement Area.

2. **Restoration.** Grantee, upon the initial installation, and upon each and every occasion that the same be occupied for inspection, repair, replacement, renewal, addition to, or removal, shall restore the Easement Area and any improvements disturbed by Grantee, if any, to good, clean condition and repair. Grantee shall have no obligation, however, to restore any building or structure placed within the Easement Area in violation of Paragraph 1.

3. **Relocation.** Grantor may, at its expense, relocate the Easement Area and associated public appurtenances and utilities, provided such relocation is accepted by Grantee, in writing, as complying with applicable codes and standards, land use laws and regulations, and meets Grantee's needs.

4. **Termination.** In the event Grantee determines this Easement shall no longer serve a public purpose, Grantee may terminate this Easement by recording a Termination of Easement in the Deed Records of Yamhill County, Oregon.

5. **Legal Effect and Assignment.** This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

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

7. **Jurisdiction.** This Easement will be governed in accordance with the laws of the State of Oregon. Venue for any suit, action, or proceeding of any nature to enforce any term of this Easement will be in Yamhill County Circuit Court.

8. **Nonwaiver.** Any failure to enforce any provision of this Easement will not be deemed a waiver of the right to enforce that provision or any other provision of this Easement.

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

10. **Modification.** This Easement may not be modified unless signed by Grantor and Grantee and the modification is recorded.

11. **Runs with the Land.** This Easement and the rights and obligations contained herein shall be perpetual and shall run with the land.

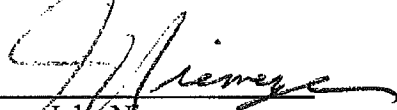
12. **Time of the Essence.** Time is of the essence in performance of this Easement.

13. **Recording.** The fully executed original of this Easement shall be duly recorded in the Deed Records of Yamhill County, Oregon.

14. **Authority.** The individuals executing this Easement on behalf of Grantor and Grantee each represent and warrant that he/she has the full power and authority to do so on behalf of the respective party and to bind said party to the terms of this Easement.

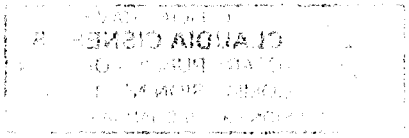
IN WITNESS WHEREOF, the undersigned have executed this Easement effective as of the date first above written.

GRANTOR:

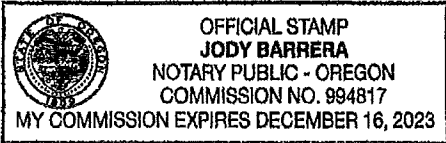


John Niemeyer

STATE OF OREGON)
) ss.
County of Clackamas)



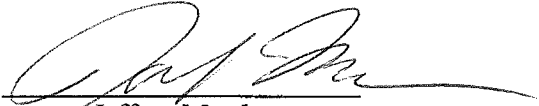
This instrument was acknowledged before me on June 9th, 2023,
by John Niemeyer.





Notary Public - State of Oregon

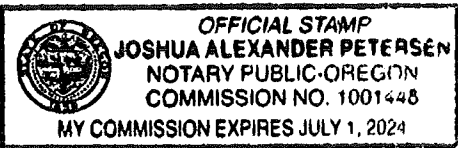
AND



Jeffrey Meader

STATE OF OREGON)
) ss.
County of WASHINGTON)

This instrument was acknowledged before me on June 16th, 2023,
by JEFFREY MEADER.

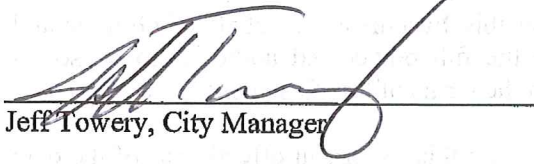




Notary Public - State of Oregon

GRANTEE:

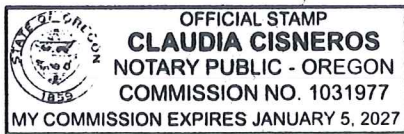
ACCEPTED on behalf of the City of McMinnville, Oregon:



Jeff Towery, City Manager

STATE OF OREGON)
) ss.
County of Yamhill)

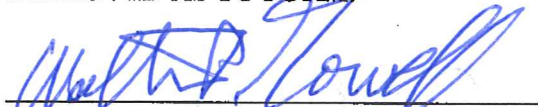
This instrument was acknowledged before me on June 29, 2023,
by Jeff Towery, as City Manager of the City of McMinnville.





Notary Public – State of Oregon

APPROVED AS TO FORM:



City Attorney

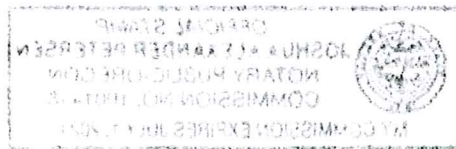




EXHIBIT "A"
STORM SEWER EASEMENT
4S4W15 – TAX LOT 2900

A 25-foot strip of land, being a portion of that property conveyed by Statutory Bargain and Sale Deed to John E. Niemeyer and Jeffrey W. Meader per Document Number 201305626, Official Yamhill County Records; said strip being 12.5-feet each side of the following described centerline:

COMMENCING at a 3" brass cap marking the Southwest Corner of the J. Young Donation Land Claim No. 68; thence North 18°59'18" West, 1262.72 feet to the North right-of-way line of Orchard Avenue, being the **TRUE POINT OF BEGINNING** of this description; thence leaving said North right-of-way, North 39°17'03" East, 262.21 feet to the East line of said tract described in Document Number 201305626, and there terminating.

The above-described centerline is intended to be centered over an existing 36" SDR35 storm sewer pipe owned and maintained by the City of McMinnville.

The sidelines of above-described strip to be prolonged or shortened to intersect said North and East lines described above.

The bearings of this description are based on the Oregon Coordinate Reference System, Salem Zone.

The herein easement area contains 0.15 acres (6,555 square feet), more or less.

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

DIGITALLY SIGNED 2023.05.17
10:40:56-07'00'

OREGON
JULY 10, 2018
DEREK ALLEN FEIGEL
77555

RENEWS:12/31/2023

EXHIBIT "B"



SOUTHERN PACIFIC RAILROAD

DOCUMENT NO. 201305626

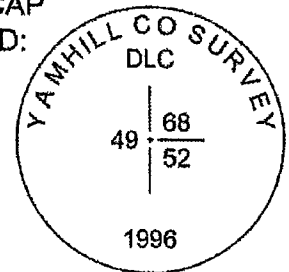
WATER & ELECTRICAL
EASEMENT PER
DOC. NO. 199502509

N39°17'03"E 262.21'


ORCHARD AVE.

TRUE POINT OF BEGINNING

POINT OF
COMMENCEMENT
BRASS CAP
STAMPED:



LEGEND:

 STORM SEWER EASEMENT
6,555 SQ. FT. ±

DE
DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

PROJECT	ORCHARD AVENUE			SHEET
TITLE	STORM SEWER EASEMENT			2
	CITY OF MCMINNVILLE			OF
				2
DWG. REF.	PROJECT	SCALE	AMENDMENT NO.	
SV-EM-01-MCM10012	MCM10000-0012	1" = 200'	0	
DRAWN BY	DESIGN BY	APPROVED BY	DATE	
TAS	DAFE	PMG	05-17-2023	

Ticor Title Company of Oregon
Order No. 471823124889



1455 SW Broadway, Suite 1400
(503)646-4444

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): David Evans and Associates, Inc.
2100 S River Parkway, Suite 100
Portland, OR 97201

Customer Ref.: 2803 NE Orchard Avenue
Order No.: 471823124889
Effective Date: May 2, 2023 at 08:00 AM
Charge: \$400.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. The apparent vested owner of property ("the Property") as of the Effective Date is:

John E. Niemeyer, as to an undivided 75% interest, and Jeffrey W. Meader, as to an undivided 25% interest, as tenants in common

Premises. The Property is:

(a) Street Address:

2803 NE Orchard Avenue, McMinnville, OR 97128

(b) Legal Description:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

1. Unpaid Property Taxes with partial payment are as follows:

Fiscal Year: 2022/23
Original Amount: \$111,721.07
Unpaid Balance: \$37,240.36, plus interest, if any
Levy Code: 40.0
Account No.: 128659
Map No.: R4415 02900

Please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

2. Unpaid Personal Property Taxes with partial payment are as follows:

Fiscal Year: 2022/23
Original Amount: \$5,789.77
Unpaid Balance: \$1,929.92, plus interest, if any
Levy Code: 40.0
Account No.: 559903
Map No.: R4415 02900

Please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

3. Personal property taxes, if any.
4. City Liens, if any, in favor of the City of McMinnville.
5. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads, and highways.
6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of McMinnville
Purpose: Sanitary sewer
Recording Date: July 11, 1957
Recording No: Book 184, page 741
Affects: Reference is hereby made to said document for full particulars

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: City of McMinnville
Purpose: Electric and water distribution
Recording Date: February 28, 1995
Recording No: 199502509
Affects: Reference is hereby made to said document for full particulars

Ticor Title Company of Oregon
Order No. 471823124889

8. Please be advised that our search did not disclose any open Deeds of Trust of record.
9. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Deborah Clark
5035353743
deborah.clark@titlegroup.fntg.com

Ticor Title Company of Oregon
1455 SW Broadway, Suite 1400
Portland, OR 97201

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 128659 and 559903

For Tax Map ID(s): R4415 02900 and R4415 02900

Being a part of the Madison Malone Donation Land Claim No. 49 in Section 15, Township 4 South, Range 4 West, Willamette Meridian, County of Yamhill, State of Oregon, more particularly described as follows:

Beginning at an iron pipe set on the Westerly right of way line of the Bonneville Power Administration transmission line easement as recorded in Film Volume 68, page 577, Yamhill County Records, said iron pipe being situated North 00° 32' East 1494.89 feet and North 89° 19' 30" West 252.48 feet from the Southeast corner of said Malone Claim; thence North 01° 45' 30" West along the Westerly line of said easement 946.20 feet to an iron pipe set on the Southerly line of the Southern Pacific Company Railroad right of way; thence South 57° 05' 30" West along said right of way line 1029.97 feet to an iron pipe set at the most Northerly Northeast corner of a tract conveyed to the Nelson Company by Deed recorded in Film Volume 42, page 706, Yamhill County Records; thence South 32° 36' 30" East along the Easterly line of said Nelson tract 449.30 feet to an iron rod at the most Easterly Southeast corner thereof, and on the North line of Orchard Avenue, a street in the City of McMinnville, Oregon; thence South 89° 19' 30" East along the North line of said street 651.52 feet to the point of beginning.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY



City of McMinnville

FIRE DEPARTMENT

To: Jeff Towery
From: Rich Leipfert, Fire Chief
Date: 7/10/2023

Subject: Resolution 2023-44 Approving and IGA with the McMinnville Fire District for Temporary Fire and Emergency Services for a specified time.

Action Requested

Authorize the City of McMinnville (City) to enter into an agreement with the McMinnville Fire District (MFD) to ensure Fire and EMS services continue uninterrupted during the transition period of July 1, 2023 through Dec 31, 2023

Background

This Resolution and IGA were deferred to the meeting of the 11th of July. The intent was to have the Attorney work with the district on revisions suggested by the MFD Board. The purpose of this Agreement is to promote and ensure the efficient coordination and provision of fire and rescue service to residents and properties of the District for the period of July 1, 2023 through December 31, 2023.

During this time the City will provide all Services and management of the Services to the District as outlined in the IGA. During the term of the agreement, all employees shall be managed exclusively under City personnel policies and procedures that apply to City employees and shall remain employees of City. It is the intent that Services provided to the District during the term of the agreement will be identical to Services provided by City prior to the agreement.

The total amount agreed to be paid by the District to the City for the Services to be rendered by the City to the District shall consist of all documented direct and indirect out-of-pocket costs of the City incurred in providing the Services. The estimated costs of the agreement are provided in the IGA.

The District will levy taxes authorized by the citizens for FY 23-24 and upon receipt of those taxes will pay the City for costs incurred by the City due to the agreement. Those costs will be offset by revenues earned the services during this time.

Recommendation

Pass Resolution 2023-44 authorizing the City to enter into the IGA with the McMinnville Fire District for Temporary Fire and Emergency Services

Attachment #1 Resolution 2023-44
Attachment #2 IGA

RESOLUTION NO. 2023-44

A Resolution Approving an Intergovernmental Agreement Between the City of McMinnville, Oregon, and McMinnville Fire District and For Temporary Fire and Emergency Response Services for a Specified Term.

RECITALS:

This Intergovernmental Agreement is by and between the City of McMinnville, Oregon (the "City"), and the McMinnville Fire District (the "District") and each a legal governmental agency operating under the laws of the State of Oregon.

The purpose of this Agreement is to promote and ensure the efficient coordination and provision of fire and rescue service to residents and properties of the District for the period of July 1, 2023 through December 31, 2023.

Whereas, This Agreement is made pursuant to ORS Chapter 190 which permits local government units to enter agreements pursuant to ORS 190.010(4) for one of the parties to perform a function or activity on behalf of another entity; and

Whereas, the District was formed by Order of the Yamhill County Board of Commissioners by Board Order dated June 15, 2023; and

Whereas, the Board of Directors of the District will take office and commence operations and activities on July 1, 2023; and

Whereas, the District will levy taxes authorized by the citizens of the District for the 2023-2024 tax year with initial tax revenues anticipated to be received from the Yamhill County Assessor commencing on or after October 15, 2023; and

Whereas, prior to receipt of tax revenues the District will not be able to hire employees or operate facilities or equipment to provide fire and emergency response services ("Services") to the residents and properties located within the District; and

Whereas, the City has the personnel, the facilities and the equipment to continue to provide the Services from July 1, 2023, through December 31, 2023; and

Whereas, the District and the City desire to enter into an intergovernmental agreement ("IGA") whereby the City will, pursuant to ORS 190.010(4), provide temporary fire and emergency response Services to the residents and properties located within the District; and

Whereas, due to a reduction in anticipated City revenues, the City will be required to undertake a short-term inter-fund loan to pay the costs of providing the Services, and will, pursuant to City interfund borrowing procedures, incur an obligation to pay interest on the funds borrowed pursuant to ORS 294.268; and

Whereas, the District desires City to provide the Services, and to retain the necessary staffing, equipment and facilities, and expend the funding necessary to provided and maintain the Services between July 1, 2023 and December 31, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MCMNNVILLE FIRE DISTRICT, as follows:

1. Services and Management

For the Period of July 1, 2023, through December 31, 2023, (the "Term") City will provide all Services and management of the Services to the District as more particularly set forth on Exhibit A attached hereto. During the Term, all employees shall be managed exclusively under City personnel policies and procedures that apply to City employees and shall remain employees of the City. It is the intent that Services provided to the District during the Term will be identical to Services provided by City prior to the Term.

2. Compensation

- a. The total amount agreed to be paid by the District to the City for the Services to be rendered by the City to the District shall consist of all documented direct and indirect out-of-pocket costs of the City incurred in providing the Services.
- b. The estimated cost of the Services to be provided during the Term is set forth on Exhibit B attached hereto. City and District understand and agree that certain estimated costs are subject to inflationary increases. The city will make a good faith effort to strictly control all cost increases within the control of the City.
- c. Upon receipt of sufficient tax revenues, the District will pay to the City costs incurred by the City for Services provided within 15 days of receiving an invoice from the Finance Director for the prior month or months of service.
- d. City will credit District on any invoices submitted with any direct fire service-related revenues received by City during the Term for Services provided during the Term. An estimate of such credits is set forth on Exhibit attached hereto.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 11th day of July 2023 by the following votes:

Ayes: _____

Nays: _____

Approved this 11th day of July 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

\
(7.10.2023)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE MCMINNVILLE FIRE DISTRICT AND THE CITY OF
MCMINNVILLE, OREGON, FOR TEMPORARY FIRE AND EMERGENCY
RESPONSE SERVICES FOR A SPECIFIED TERM**

This Intergovernmental Agreement is by and between the McMinnville Fire District (the “District”) and the City of McMinnville, Oregon (the “City”), each a legal governmental agency operating under the laws of the State of Oregon.

The purpose of this Agreement is to promote and ensure the efficient coordination and provision of fire and rescue service to residents and properties of the District for the period of July 1, 2023, through December 31, 2023.

RECITALS:

WHEREAS, This Agreement is made pursuant to ORS Chapter 190 which permits local government units to enter agreements pursuant to ORS 190.010(4) for one of the parties to perform a function or activity on behalf of another entity; and

WHEREAS, the District was formed by Order of the Yamhill County Board of Commissioners by Board Order dated June 15, 2023; and

WHEREAS, the Board of Directors of the District will take office and commence operations and activities on July 1, 2023; and

WHEREAS, the District will levy taxes authorized by the citizens of the District for the 2023-2024 tax year with initial tax revenues anticipated to be received from the Yamhill County Assessor commencing on or after October 15, 2023; and

WHEREAS, prior to receipt of tax revenues the District will not be able to hire employees or operate facilities or equipment to provide fire and emergency

response services (“Services”) to the residents and properties located within the District; and

WHEREAS, City has the personnel, the facilities and the equipment to continue to provide the Services from July 1, 2023, through December 31, 2023; and

WHEREAS, the District and the City desire to enter into an intergovernmental agreement (“IGA”) whereby the City will, pursuant to ORS 190.010(4), provide temporary fire and emergency response Services to the residents and properties located within the District; and

WHEREAS; due to a reduction in anticipated City revenues, the City will be required to undertake a short-term inter-fund loan to pay the costs of providing the Services, and will, pursuant to City interfund borrowing procedures, incur an obligation to pay interest on the funds borrowed pursuant to ORS 294.268; and

WHEREAS, District desires City to provide the Services, and to retain the necessary staffing, equipment and facilities, and expend the funding necessary to provided and maintain the Services between July 1, 2023 and December 31, 2023; and

WHEREAS, prior to January 1, 2024, City and District will need to prepare and enter into an additional ORS Chapter 190 intergovernmental Agreement for the transfer from City to the District, of all trained staff, equipment, real property facilities and other fire department assets and contractual obligations (the “Transfer of Assets and Obligations IGA) to become effective as of January 1, 2023.

NOW THEREFORE CITY AND DISTRICT AGREE AS FOLLOWS:

AGREEMENT

1. Services and Management

- a. For the Period of July 1, 2023, through December 31, 2023, (the “Term”) City will provide all Services and management of the Services to the District as more particularly set forth on Exhibit A attached hereto. During this time City will provide all Services and management of the Services to the District as outlined in the IGA. During the

Term, all employees shall be managed exclusively under the current collective bargaining agreement and City personnel policies and procedures that apply to City employees and shall remain employees of City. It is the intent that Services provided to the District during the term of the agreement will be identical to Services provided by City prior to this Agreement.

- b. City will perform all maintenance and routine repairs to the real property, buildings, apparatus, and equipment of the fire department during this agreement. The agencies agree to consult with one another as to any repairs which are deemed to be other than routine to determine how to properly address the condition. City shall make any emergency repairs as necessary and shall reasonably notify District as conditions allow. City is not obligated to undertake any extraordinary repairs during this agreement but shall notify District of City's assessment and decision. District shall then have sole discretion on how to conduct such repairs, address, or remedy such issue.

- c. Fire Chief Leipfert has announced a retirement date of October 1, 2023. District intends on commencing a search process as soon as feasible. District shall have sole authority and control over this search process and the hiring decision. City agrees to support and cooperate this process as requested by District. Should District undertake a search or hiring process for a human resource, finance position, or both, the provisions above shall equally apply to each of those hiring processes. Except for the positions described in this paragraph, City shall follow regular City hiring processes for open positions.

2. Compensation

- a. The total amount agreed to be paid by the District to the City for the Services to be rendered by the City to the District shall consist of all documented direct and indirect out-of-pocket costs of the City incurred in providing the Services.

- b. The estimated cost of the Services to be provided during the Term is set forth on Exhibit B attached hereto. City and District understand and agree that certain estimated costs are subject to inflationary increases. City will make a good faith effort to strictly control all cost increases within the control of City.

- c. Upon receipt of sufficient tax revenues, the District will pay to the City costs incurred by City for Services provided within 15 days of receiving an invoice

from the Finance Director for the prior month or months of service.

- d. City will credit District on any invoices submitted with any direct fire or EMS service-related revenues received by City during the Term for Services provided during the Term. An estimate of such credits is set forth on Exhibit B attached hereto.

3. Records

Each agency will maintain fiscal records relating to this Agreement in accordance with state law and generally accepted public accounting principles. Each agency agrees that the other and its representatives will have access to such records and to other books, documents, papers, plans and writings of the other agency that relate to this Agreement to perform examinations and audits, and to make excerpts and transcripts. For purposes of Oregon Public Record Law (ORS Ch. 192), City shall be the custodian of records of all fire service records for the term of this Agreement, and until such time the parties agree to transfer of records by written agreement.

4. Waiver

The failure of either the City or District to enforce any provision of this Agreement does not constitute a waiver of it or any other provision under this Agreement.

5. Compliance with Laws

The City and the District will comply with all applicable laws in performing their obligations under this Agreement.

6. Hold Harmless and Indemnification

- a. The City and District are each responsible for the acts of their respective employees and agents under this agreement.
- b. Subject to the limitations on authority set forth in the Constitution of the State of Oregon and subject to the procedures and liability limitations set forth in the Oregon Tort Claims Act, The City and District each agree to defend, indemnify and hold harmless the other, and its volunteers, officers, employees, and agents against any and all claims or legal actions that may arise from any act they take relating to the provision of this Agreement.

7. Dispute Resolution

Both jurisdictions agree to make good faith efforts to informally resolve any dispute relating to this Agreement. If any dispute is not resolved informally, the agencies agree that the dispute will be exclusively settled by binding arbitration under Oregon law, however by consent of the agencies, formal mediation shall be considered prior to demand to initiate arbitration.

8. Term and Termination

This agreement take effect as soon as it is approved by the governing body of each agency but shall become effective as of July 1, 2023 for the purpose of provision of Services by City. It contains all the agreements of City and District on this subject relating to the Term. Either agency may at any time request a meeting with the other within 30 days of the request to discuss any provision, including estimated compensation for requested services during a future budget year.

This Agreement shall automatically terminate on December 31st of 2023, unless amended to extend the Term prior to that date.

9. Agreement Administration

The Parties' representatives for purposes of this Agreement are:

For City:

Jeff Towery, City Manager
City of McMinnville
230 NE 2nd Street
McMinnville Oregon 97128
Phone: (503) 503-434-7302
Fax: (503) 864-4501
Email: jeff.towery@mcminnvilleoregon.gov

For District:

McMinnville Fire District

Phone: (503) _____

Email: _____

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this Section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

10. Entire Agreement; Approval of Agreement

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties. This agreement has been duly approved for execution by the governing body of a party executing this Agreement.

IN WITNESS WHEREOF, CITY and DISTRICT have executed this Agreement as of the date the Agreement is signed by both parties.

FOR THE CITY OF MCMINNVILLE:

By:

Name: Jeff Towery

Title: City Manager

Date: July ____, 2023

ATTEST:

Name: Claudia Cisneros

Title: City Recorder

Date: July ____, 2023

Approved as to Form:

City Attorney

MCMINNVILLE FIRE DISTRICT

By: _____

Name:

Title:

Date: July ___, 2023

ATTEST:

By: _____

Name:

Title:

Date: July ___, 2023

Approved as to Form:

District Attorney

EXHIBIT A

\

\
(7.10.2023)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE MCMINNVILLE FIRE DISTRICT AND THE CITY OF
MCMINNVILLE, OREGON, FOR TEMPORARY FIRE AND EMERGENCY
RESPONSE SERVICES FOR A SPECIFIED TERM**

This Intergovernmental Agreement is by and between the McMinnville Fire District (the “District”) and the City of McMinnville, Oregon (the “City”), each a legal governmental agency operating under the laws of the State of Oregon.

The purpose of this Agreement is to promote and ensure the efficient coordination and provision of fire and rescue service to residents and properties of the District for the period of July 1, 2023, through December 31, 2023.

RECITALS:

WHEREAS, This Agreement is made pursuant to ORS Chapter 190 which permits local government units to enter agreements pursuant to ORS 190.010(4) for one of the parties to perform a function or activity on behalf of another entity; and

WHEREAS, the District was formed by Order of the Yamhill County Board of Commissioners by Board Order dated June 15, 2023; and

WHEREAS, the Board of Directors of the District will take office and commence operations and activities on July 1, 2023; and

WHEREAS, the District will levy taxes authorized by the citizens of the District for the 2023-2024 tax year with initial tax revenues anticipated to be received from the Yamhill County Assessor commencing on or after October 15, 2023; and

WHEREAS, prior to receipt of tax revenues the District will not be able to hire employees or operate facilities or equipment to provide fire and emergency response services (“Services”) to the residents and properties located within the District; and

WHEREAS, City has the personnel, the facilities and the equipment to continue to provide the Services from July 1, 2023, through December 31, 2023; and

WHEREAS, the District and the City desire to enter into an intergovernmental agreement (“IGA”) whereby the City will, pursuant to ORS 190.010(4), provide temporary fire and emergency response Services to the residents and properties located within the District; and

WHEREAS; due to a reduction in anticipated City revenues, the City will be required to undertake a short-term inter-fund loan to pay the costs of providing the Services, and will, pursuant to City interfund borrowing procedures, incur an obligation to pay interest on the funds borrowed pursuant to ORS 294.268; and

WHEREAS, District desires City to provide the Services, and to retain the necessary staffing, equipment and facilities, and expend the funding necessary to provided and maintain the Services between July 1, 2023 and December 31, 2023; and

WHEREAS, prior to January 1, 2024, City and District will need to prepare and enter into an additional ORS Chapter 190 intergovernmental Agreement for the transfer from City to the District, of all trained staff, equipment, real property facilities and other fire department assets and contractual obligations (the “Transfer of Assets and Obligations IGA) to become effective as of January 1, 2023.

NOW THEREFORE CITY AND DISTRICT AGREE AS FOLLOWS:

AGREEMENT

1. Services and Management

- a. For the Period of July 1, 2023, through December 31, 2023, (the “Term”) City will provide all Services and management of the Services to the District as more particularly set forth on Exhibit A attached hereto. **During this time City will provide all Services and management of the Services to the District as outlined in the IGA. During the Term, all employees shall be managed exclusively under the current collective bargaining agreement and City personnel policies and procedures that apply to City employees and shall remain employees of City. It is the intent that Services provided to the District during the term of the agreement will be identical to Services provided by City prior to this Agreement.**
- b. City will perform all maintenance and routine repairs to the real property, buildings, apparatus, and equipment of the fire department during this agreement. The agencies agree to consult with one another as to any repairs which are deemed to be other than routine to determine how to properly address the condition. City shall make any emergency repairs as necessary and shall reasonably notify District as conditions allow. City is not obligated to undertake any extraordinary repairs during this

agreement but shall notify District of City's assessment and decision. District shall then have sole discretion on how to conduct such repairs, address, or remedy such issue.

- c. Fire Chief Leipfert has announced a retirement date of **October 1, 2023**. District intends on commencing a search process as soon as feasible. District shall have sole authority and control over this search process and the hiring decision. City agrees to support and cooperate this process as requested by District. Should District undertake a search or hiring process for a human resource, finance position, or both, the provisions above shall equally apply to each of those hiring processes. Except for the positions described in this paragraph, City shall follow regular City hiring processes for open positions.

2. Compensation

- a. The total amount agreed to be paid by the District to the City for the Services to be rendered by the City to the District shall consist of all documented direct and indirect out-of-pocket costs of the City incurred in providing the Services.
- b. The estimated cost of the Services to be provided during the Term is set forth on Exhibit B attached hereto. City and District understand and agree that certain estimated costs are subject to inflationary increases. City will make a good faith effort to strictly control all cost increases within the control of City.
- c. Upon receipt of sufficient tax revenues, the District will pay to the City costs incurred by City for Services provided within 15 days of receiving an invoice from the Finance Director for the prior month or months of service.
- d. City will credit District on any invoices submitted with any direct fire or EMS service-related revenues received by City during the Term for Services provided during the Term. An estimate of such credits is set forth on Exhibit B attached hereto.

3. Records

Each agency will maintain fiscal records relating to this Agreement in accordance with state law and generally accepted public accounting principles. Each agency agrees that the other and its representatives will have access to such records and to other books, documents, papers, plans and writings of the other agency that relate to this Agreement to perform examinations and audits, and to make excerpts and transcripts. For purposes of Oregon Public Record Law (ORS Ch. 192), City shall be the custodian of records of all fire service records for the term of this Agreement, and until such time the parties agree to transfer of records by written agreement.

4. Waiver

The failure of either the City or District to enforce any provision of this Agreement does not constitute a waiver of it or any other provision under this Agreement.

5. Compliance with Laws

The City and the District will comply with all applicable laws in performing their obligations under this Agreement.

6. Hold Harmless and Indemnification

- a. The City and District are each responsible for the acts of their respective employees and agents under this agreement.

- b. Subject to the limitations on authority set forth in the Constitution of the State of Oregon and subject to the procedures and liability limitations set forth in the Oregon Tort Claims Act, The City and District each agree to defend, indemnify and hold harmless the other, and its volunteers, officers, employees, and agents against any and all claims or legal actions that may arise from any act they take relating to the provision of this Agreement.

7. Dispute Resolution

Both jurisdictions agree to make good faith efforts to informally resolve any dispute relating to this Agreement. If any dispute is not resolved informally, the agencies agree that the dispute will be exclusively settled by binding arbitration under Oregon law, however by consent of the agencies, formal mediation shall be considered prior to demand to initiate arbitration.

8. Term and Termination

This agreement take effect as soon as it is approved by the governing body of each agency but shall become effective as of July 1, 2023 for the purpose of provision of Services by City. It contains all the agreements of City and District on this subject relating to the Term. Either agency may at any time request a meeting with the other within 30 days of the request to discuss any provision, including estimated compensation for requested services during a future budget year.

This Agreement shall automatically terminate on December 31st of 2023, unless amended to extend the Term prior to that date.

9. Agreement Administration

The Parties' representatives for purposes of this Agreement are:

For City:

Jeff Towery, City Manager
City of McMinnville
230 NE 2nd Street
McMinnville Oregon 97128
Phone: (503) 503-434-7302
Fax: (503) 864-4501
Email: jeff.towery@mcminnvilleoregon.gov

For District:

[Redacted]

McMinnville Fire District

[Redacted]

Phone: (503) _____

Email: _____

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this Section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

10. Entire Agreement; Approval of Agreement

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this Agreement will be effective without the written consent of both parties. This agreement has been duly approved for execution by the governing body of a party executing this Agreement.

IN WITNESS WHEREOF, CITY and DISTRICT have executed this Agreement as of the date the Agreement is signed by both parties.

FOR THE CITY OF MCMINNVILLE:

By:

Name: Jeff Towery

Title: City Manager

Date: July _____, 2023

ATTEST:

Name: Claudia Cisneros

Title: City Recorder

Date: July ___, 2023

Approved as to Form:

City Attorney

MCMINNVILLE FIRE DISTRICT

By:

Name:

Title:

Date: July ___, 2023

ATTEST:

By:

Name:

Title:

Date: July ___, 2023

Approved as to Form:

District Attorney

EXHIBIT A

RESOLUTION NO. 2023-43

A Resolution approving and authorizing the execution of a Purchase and Sale Agreement for certain real property located within the City.

RECITALS:

Whereas, City staff have been negotiating with North West Rubber USA. Inc., concerning the acquisition of the RB Rubber property by the City of McMinnville in cooperation with the McMinnville Urban Renewal District; and

Whereas, City Staff has proposed City Council consideration of Purchase and Sale Agreement ("PSA") for such possible acquisition; and

Whereas, the PSA contains various conditions and contingencies to the closing of such acquisition as set forth in the PSA; and

Whereas, the McMinnville Urban Advisory Committee has participated in the process of consideration of the possible real property acquisition; and

Whereas, the real property acquisition is subject to a due diligence process that will be undertaken by consulting engineers retained by the City Manager; and further subject to an appropriation process to be undertaken by the City Council in due course.

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

1. That certain Purchase and Sale Agreement attached hereto as Exhibit A is hereby approved and the City Manager is authorized to execute the PSA on behalf of the City.
2. The City Manager is authorized to undertake and contract for necessary due diligence actions and activities within the scope of his normal contracting authority.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 11th day of July, 2023 by the following votes:

Ayes: _____

Nays: _____

Approved this 11th day of July 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

RESOLUTION NO. 2023 - __

A Resolution approving and authorizing the execution of a Purchase and Sale Agreement for certain real property located within the City.

RECITALS:

Whereas, City staff have been negotiating with North West Rubber USA. Inc., concerning the acquisition of the RB Rubber property by the City of McMinnville in cooperation with the McMinnville Urban Renewal District; and

Whereas, City Staff has proposed City Council consideration of Purchase and Sale Agreement ("PSA") for such possible acquisition; and

Whereas, the PSA contains various conditions and contingencies to the closing of such acquisition as set forth in the PSA; and

Whereas, the McMinnville Urban Advisory Committee has participated in the process of consideration of the possible real property acquisition; and

Whereas, the real property acquisition is subject to a due diligence process that will be undertaken by consulting engineers retained by the City Manager; and further subject to an appropriation process to be undertaken by the City Council in due course.

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

1. That certain Purchase and Sale Agreement attached hereto as Exhibit A is hereby approved and the City Manager is authorized to execute the PSA on behalf of the City.

2. The City Manager is authorized to undertake and contract for necessary due diligence actions and activities within the scope of his normal contracting authority.

Adopted by the Common Council of the City of McMinnville at a regular meeting held the 11th day of July, 2023 by the following votes:

Ayes: _____

Nays: _____

Approved this _____ day of July, 2023.

MAYOR

Approved as to form:

Attest:

City Attorney

City Recorder

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (as amended from time to time, this “**Agreement**”) is made and entered into as of the 12th day of July, 2023 (the “**Effective Date**”), by and between, the City of McMinnville, an Oregon municipal corporation (“**Buyer**”), and North West Rubber USA Inc., a Delaware corporation (“**Seller**”).

RECITALS

A. Seller is the owner of the Property (as defined herein).

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, in accordance with the terms and conditions of this Agreement.

In consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Defined Terms.** As used in this Agreement, the following terms shall have the meanings as indicated below:

Property:

(A) That certain tract of real property located at 904 NE 10th Street and 835 NE Alpine Avenue, McMinnville, Oregon 97128, and more particularly described on **Exhibit A** attached hereto, together with, in each case, all rights and appurtenances pertaining to such real property, including any easements, and all rights in and to adjacent streets, alleys and rights-of-way (all of the foregoing being hereinafter collectively referred to as the “**Real Property**”); and

(B) All improvements, structures and fixtures now constructed and situated on, or to be constructed and installed upon, the Real Property (but not including manufacturing or other equipment), together with all parking areas, loading docks and similar facilities, landscaping and other improvements, structures and permanently affixed fixtures (all of the foregoing being hereinafter collectively referred to as the “**Improvements**”); and

(C) All rights, title and interest in and to (i) to the extent approved by Buyer, all parking agreements, and any and all service and maintenance contracts and related contract rights, together with (ii) to the extent issuable to or in the name of Seller and transferrable, all local, state and federal licenses, approvals, certifications and permits required and necessary for the operation of any of the Improvements for its current, future and intended use (all of the foregoing being hereinafter collectively referred to as the “**Intangible Property**”).

All of the foregoing items purchased under this Agreement, including the Real Property, Improvements and Intangible Property, are collectively referred to as the “**Property**”.

Purchase Price: Four Million Two Hundred Thousand Fifty and No/100 Dollars (\$4,250,000.00).

Permitted Exceptions: Each of the special exceptions as set forth in the Title Commitment (as defined herein) which are not objected to by Buyer.

Title Company: Chicago Title Insurance Company
711 Third Avenue, Suite 500
New York, NY 10017
Attention: Mark Marmer, Vice President and Counsel
Telephone: 212 880 1225
Mark.marmer@ctt.com

Business Day Any day other than a Saturday, a Sunday or a day on which commercial banking institutions in the State of New York, are authorized or required by law to be closed. To the extent that any deadline or date of performance of any right or obligation set forth herein shall fall on a day other than a Business Day, then such deadline or date of performance shall automatically be extended to the next succeeding Business Day.

Exhibits: A. Legal Description of the Real Property
B. Form of Limited Warranty Deed
C. Form of Bill of Sale
D. Form of License Agreement
E. Non-Disclosure Agreement

2. **Sale of Property**. Subject to the terms and conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller’s rights, title and interest in and to the Property, free and clear of all liens, claims and encumbrances other than Permitted Exceptions (as hereinafter defined).

3. **Closing**. Subject to the satisfaction or waiver of the conditions to Closing set forth in Section 5 other than conditions that, by their nature, are to be satisfied at the Closing (but subject to the fulfillment or waiver of those conditions), the date (the “**Closing Date**”) for the closing of the transactions contemplated under this Agreement (the “**Closing**”) shall occur on a date that is mutually agreed by Buyer and Seller, but no later than, the seventy-fifth (75th) day after the Effective Date, except as Buyer may be permitted to extend the Study Period and deadline for Closing as allowed by Section 17(d) hereinbelow, for receipt and

review of the Level 2 environmental assessment to be obtained by Buyer. The Closing shall be accomplished by mail and wire transfer and shall be consummated through the escrow services of the Title Company on the Closing Date, unless otherwise agreed upon in writing by Buyer and Seller. Neither Buyer nor Seller shall be required to attend Closing in person.

4. **Deed.** At the Closing, Seller shall assign, transfer and convey the Property to Buyer by execution and delivery of a special warranty deed (or local equivalent) in a prescribed statutory and recordable form, substantially in the form of **Exhibit B** (the “**Deed**”) subject only to the Permitted Exceptions.
5. **Conditions Precedent to Closing.** (a) Buyer’s obligation to acquire the Property is subject to the satisfaction of the following conditions prior to, or concurrently with, the Closing, any or all of which may be expressly waived by Buyer, in writing, at its sole option:
 - (i) this Agreement shall not have been terminated;
 - (ii) the Property shall not be subject to any restrictions, defects, liens or encumbrances, other than real estate taxes not yet due and payable and the Permitted Exceptions;
 - (iii) the Study Period (as defined herein) shall have expired and Buyer shall have delivered a written notice pursuant to Section 16(e) hereof that it intends and agrees to proceed to the Closing;
 - (iv) Seller shall deliver a certificate, executed by an authorized officer of Seller, and upon which Buyer will rely, certifying that all representations and warranties made by Seller in Section 14 are true and correct in all material respects on and as of the Closing Date, as if made on and as of the Closing Date, except that (x) to the extent that any representations and warranties expressly relate to a specific calendar date, then they shall be true and correct in all material respects on and as of such specified date, and (y) to the extent that any such representations and warranties are subject to materiality qualifiers, such representations and warranties shall be true and correct in all respects on and as of the Closing Date (“**Bring Down Certificate**”);
 - (v) Seller shall have delivered all of the documents and other items required pursuant to Section 6(a) and shall have timely performed all other covenants, undertakings and obligations to be performed by Seller at or prior to the Closing;
 - (vi) Buyer shall have received and approved the Phase I and Phase 2 Assessments (as defined in Section 17 herein);
 - (vii) Buyer shall have obtained all permits, licenses and authorizations for its anticipated operation of the Property, including approval by the McMinnville City Council, and any other entity that may hold approval rights, of (a) this Agreement (it being the case that the execution of this

Agreement by the Buyer shall be conclusive evidence that such approvals have been obtained); and b) shall have completed and approved all necessary budget actions and appropriations required to fund the Purchase Price prior to the date of closing on or before the earlier of Closing or October 24, 2023.

(viii) the Property shall be in good operating condition, in Buyer's reasonable judgment, subject to ordinary wear and tear.

(b) Seller's obligation to assign, transfer and convey the Property is subject to the satisfaction of the following conditions prior to, or concurrently with, the Closing, any or all of which may be expressly waived by Seller, in writing, at its sole option:

(i) all representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date, as if made on and as of the Closing Date, except that (x) to the extent any representations and warranties expressly relate to a specific calendar date then they shall be true and correct in all material respects on and as of such specified date, and (y) to the extent that any such representations and warranties are subject to materiality qualifiers, such representations and warranties shall be true and correct in all respects as of the Closing Date;

(ii) Buyer shall have delivered all of the documents and other items required pursuant to Section 6(b) and shall have performed all other covenants, undertakings and obligations to be performed by Buyer at or prior to the Closing; and

(iii) the Title Company shall have received the Purchase Price (including the Escrow Holdback) in immediately available funds.

6. **Closing Deliveries.** (a) At the Closing, Seller shall deliver or caused to be delivered to Buyer the following (collectively, the "**Seller Closing Documents**"):

(i) an original executed Deed, executed by Seller;

(ii) an original executed bill of sale, in substantially the form attached hereto as **Exhibit C**, executed by Seller, transferring to Buyer the Intangible Property;

(iii) an original Certification of Non-Foreign Status, in form and substance reasonably satisfactory to Buyer, executed by Seller;

(iv) an original of a certificate signed by an authorized officer of Seller, in form and substance reasonably satisfactory to Buyer evidencing Seller's authority to consummate the Closing.

- (v) to the extent in Seller's possession or control, original versions of property condition assessments and other non-confidential records, in each case, related to the Property;
 - (vi) if Seller has not vacated the Property by the Closing Date, an executed License Agreement, in substantially the form attached hereto as **Exhibit D**; and
 - (vii) such other affidavits, documents and certificates as may be reasonably required in order to effectuate the transactions contemplated hereby.
- (b) At the Closing, Buyer shall deliver to Seller the following (collectively, the "**Buyer Closing Documents**"):
- (i) Such affidavits, documents and certificates as may be customarily and reasonably required by the Title Company in order to effectuate the transactions contemplated hereby.

7. **Payment of Purchase Price.** At the Closing, Buyer shall pay, or cause to be paid, the Purchase Price by federal wire transfer of immediately available funds to an account or accounts designated in writing by Seller.

8. **Escrow Holdback.**

- (a) In the event that Seller's manufacturing and other equipment, inventory, trade fixtures, supplies and other personal property have not been removed from the Property, at Closing, the Title Company shall hold the hold back an amount of the Purchase Price to be calculated as described in Section 8(b) (the "**Escrow Holdback**") in order to secure Seller's obligation to remove all of Seller's personal property from the Property. Upon the Title Company's receipt of written notice from the Seller of Seller's removal of all such manufacturing and other equipment, inventory, trade fixtures, supplies and other personal property from the Property, and upon Buyer's written confirmation of such removal promptly given to the Title Company (which written confirmation shall not be unreasonably withheld or delayed), the Title Company shall release the Escrow Holdback to Seller.
- (b) The Escrow Holdback shall be determined by the parties as follows: on or about the earlier to occur of (i) the date which is thirty (30) days prior to the Closing or (ii) September 1, 2023 (the "**Holdback Negotiation Date**") the parties shall mutually engage in discussions regarding an appropriate amount to serve as the Escrow Holdback. If the parties are unable to mutually agree on the Escrow Holdback within fifteen (15) days after the Holdback Negotiation Date, then the parties shall, within twenty (20) days of the Holdback Negotiation Date, mutually select a structural engineer or other certified professional (the "**Engineer**") that has had no prior dealings with either party and is duly licensed and in good standing in the State in which the Property is located. The Engineer shall deliver, within ten (10) days of his/her engagement (it being an obligation of their engagement to

comply with such time period), an estimate of the cost to remove all of Seller's personal property from the Property in a good and workmanlike manner and the Escrow Holdback shall be seventy five percent (75%) of such estimated amount. The parties will equally share all costs related to the engagement of the Engineer.

9. **Remedies for Seller's Breach.**

- (a) **Remedies for Seller's Breach.** If for any reason Seller shall be unable to assign, transfer and convey the Property to Buyer as herein stipulated on the Closing Date, or to deliver the Seller Closing Documents to Buyer on the Closing Date, Buyer may, as its sole remedy therefor, either:
- i. terminate Buyer's obligation hereunder to purchase the Property by delivering notice to Seller which includes a waiver of any right, title or interest of Buyer in the Property, and no party shall have any further rights, duties or obligations hereunder except those which expressly survive the termination hereof; or
 - ii. accept such title or such other performance as Seller can deliver pursuant hereto and pay therefor the Purchase Price without deduction or credit, in which case Seller shall assign, transfer and convey the Property to Buyer.
- (b) Buyer waives any right to pursue any other remedy at law or equity for such default of Seller, including, without limitation, any right to seek, claim or obtain damages, punitive damages or consequential damages. The provisions of this Section 9 shall survive any termination of this Agreement.

10. **Remedies for Buyer's Breach.** If Buyer fails to deliver the Buyer Closing Documents at the time of the Closing or to pay the Purchase Price at the Closing, Seller may terminate this Agreement and, if Buyer has breached its obligation to close this transaction after satisfaction of all conditions to closing and other pre-conditions to closing have been satisfied, recover from Buyer actual damages in an amount not to exceed Four Hundred Twenty-Five Thousand and No/100 Dollars (\$425,000.00), and that shall be Seller's sole and exclusive remedy at law or equity for Buyer's breach of its obligation to purchase the Property. If Seller is released pursuant to this Section, Buyer shall deliver an instrument confirming such release promptly upon demand of Seller. The provisions of this Section 10 shall survive any termination of this Agreement.

11. **Condition of Premises.** BUYER ACKNOWLEDGES THAT THE ACQUISITION OF THE PROPERTY BY BUYER IS ON A STRICTLY "AS IS" BASIS, WITHOUT REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, AND WITHOUT RECOURSE TO SELLER, ALL EXCEPT AS EXPRESSLY SET FORTH HEREIN. "AS IS" MEANS THE BUILDINGS AND LAND AS IS, WITHOUT ANY EQUIPMENT.

12. **Brokerage.** Buyer represents that it has dealt with no broker in connection with this Agreement. Seller represents that it has dealt with no broker in connection with this

Agreement, except for Colliers International Group Inc. Seller and Buyer each agree to indemnify and hold the other person harmless from and against any claim, liability, loss, cost, damage or expense, including court costs and attorneys' fees, resulting from a breach of the representations set forth in this Section 12. The provisions of this Section shall survive the Closing.

13. **Due Diligence Documents; Sellers Cooperation:** Seller has provided to Buyer true and complete copies (to the extent in Seller's possession) of all due diligence materials reasonably requested by Buyer and in the control or possession of Seller. Seller will permit and assist Buyer in providing access to Seller's architects, engineers, contractors, subcontractors, managers, analysts, and appraisers in connection with Buyer's review of the Property.

(a) Property Documentation – Copies of Leases, Contracts, and Other Information. Within seven (7) days of the Effective Date, Seller will deliver to Buyer or provide Buyer access to true and complete copies of all material documentation in the possession of Seller regarding the property, including leases, contracts, licenses, or other documents in effect on or regarding the Property.

14. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

(a) Documents: Each document provided, or to be provided, by Seller pursuant to Section 13 is a true and complete copy of such document.

(b) Seller Existence and Authority: Seller is a corporation duly organized and validly existing and in good standing under the laws of the state of Delaware and has all requisite power and authority to enter into, and perform its obligations under, this Agreement and any other documents contemplated by this Agreement, including, without limitation, conveying the Property. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (i) have been duly authorized by all necessary corporate action, (ii) do not require any governmental or other consent, and (iii) will not result in the breach of any material agreement, indenture or other instrument to which Seller is a party or is otherwise bound. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms.

(c) No Other Claims: Seller has not assigned, pledged or transferred the Property, and no other person or other entity has any right or option to acquire the Property.

(d) No Pending Actions: There are no pending suits, actions, arbitrations, claims or proceedings, at law or in equity, against Seller and affecting the Property, and Seller does not have knowledge of any pending or threatened suits, actions, arbitrations, claims or proceedings, at law or in equity, affecting the Property. Seller has no knowledge of the existence of any material violation of any rule, regulation, ordinance, law or similar matter that applies to the Property.

- (e) No Condemnation: Seller does not have knowledge of any threatened condemnation or taking with respect to the Property or any part thereof.
- (f) No Leases: There are no leases or any other arrangements for the use or occupancy of any space in any portion of the Property.
- (g) No Service Contracts: To Seller's knowledge, other than any contracts or arrangements that will be terminated by Closing, there are no contracts or arrangements under which goods, equipment or services are provided, leased or rendered to the Property that will be binding on Buyer after Closing.
- (h) Employees. All employees presently employed at or in connection with the Property are employees of Seller and Buyer shall have no responsibility or obligation to such employees.
- (i) No Seller Contamination. (i) To the best of Seller's knowledge, there are no underground storage tank located on or under the Property, and no hazardous waste or material or other toxic substance has been released to, from, or under the Property during Seller's ownership or, to the best of Seller's knowledge, prior thereto, and, to the best of Seller's knowledge, there is no proceeding or inquiry by any governmental body with respect thereto; (ii) to the best of Seller's knowledge no hazardous waste or material or other toxic substance has, during Seller's ownership, migrated to the Property from any lot or property adjacent thereto; and (iii) to the best of Seller's knowledge all generation, treatment, storage or disposal of hazardous waste or material or other toxic substance to, from, or under the Property during Seller's ownership has been conducted in compliance with applicable law.

As used in this Agreement, the term "hazardous waste or material or other toxic substance" is used in its very broadest sense, and refers to any and all materials which because of their quantity, concentration or physical, radioactive, chemical or infectious characteristics may cause or pose a present or potential hazard to human health or the environment when improperly handled, treated, stored, transported, disposed of or otherwise managed. The term will include, but is not limited to, polychlorinated biphenyls (PCBs), asbestos, asbestos-containing materials, petroleum oil and its fractions and all hazardous substances, hazardous materials and hazardous wastes listed by the U.S. Environmental Protection Agency and the State of Oregon under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Toxic Substances Control Act (TSCA), the Emergency Planning and Community Right-to-Know Act (EPCRA), and the Federal Water Pollution Control Act (FWPCA) and all comparable state statutes and all other applicable federal, state, county or local statutes, rules, ordinances, or other regulations or orders pertaining to the protection of the environment, including air, water, groundwater, soil, noise and odor.

- (j) Possession. Subject to the License Agreement to be signed at Closing, no one other than Seller will be in possession of any portion of the Property at Closing, except as permitted under any of the permitted exceptions in the title policy or as otherwise approved in writing by Buyer.
- (k) Further representations. Seller represents and warrants that, to the best of Seller's knowledge, there are no:
 - (i) Intended public improvements which will result in the creation of any lien upon the Property or any portion thereof.
 - (ii) Uncured notice which has been served upon Seller from any government agency notifying Seller of any violation of law, ordinance, rule or regulation which would affect the Property or any portion thereof.
 - (iii) Actual or impending mechanic's or materialman's lien against the Property or any portion thereof.
- (l) No Condemnation. To the best of Seller's knowledge, there is no pending or contemplated eminent domain, condemnation, or other governmental taking of the Property or any portion thereof.
- (m) No Undisclosed Agreements. Other than those disclosed in this Agreement, there are no other leases, contracts, management, service, brokerage or other agreements which relate to the Property and which will survive the Closing Date.

If Seller obtains any knowledge of any matter prior to the Closing Date that would make any representation or warranty of Seller untrue or misleading in any material respect, then Seller shall promptly notify Buyer of such matter in writing and such event shall be deemed a breach whereupon Buyer's sole and exclusive remedy shall have the remedies set forth in Section 9(a) above.

All references in this Section 14 to Seller's knowledge shall mean the actual knowledge of Leighton Friesen and David Pruiam with no duty of investigation or inquiry and with no implied, imputed or constructive knowledge of such individual or Seller; it being understood and agreed that such individuals will have no personal liability in any manner whatsoever hereunder or otherwise related to the transactions contemplated hereby.

15. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

- (a) **Buyer Existence and Authority:** Buyer is duly organized as a municipal corporation and in good standing under the laws of the jurisdiction of its formation and has the legal capacity to enter into, and perform its obligations under, this Agreement and any other documents contemplated by this Agreement, including, without limitation, acquiring the Property. The execution and delivery of this Agreement by Buyer and the consummation of the transactions contemplated hereby by it (i) have been authorized by all necessary action on the part of Buyer, (ii) do not require

any other governmental or other consent and (iii) will not result in the breach of any agreement, indenture or other instrument to which Buyer is a party or is otherwise bound. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms.

- (b) Buyer is experienced in and knowledgeable about the ownership and management of municipal real estate properties, and, except for the representations and warranties of Seller set forth in this Agreement, it has relied and will rely exclusively on its own consultants, advisors, counsel, employees, agents, principals and/or studies, investigations and/or inspections with respect to the Property, its condition, value and potential. Buyer agrees that, notwithstanding the fact that it has received certain information from Seller or its agents or consultants, Buyer has relied solely upon and will continue to rely solely upon its own analysis of such information and will not rely on any information provided by Seller or its agents or consultants, except as expressly set forth in Section 14.

16. **Survival**. The representations and warranties set forth in Sections 14 and 15 herein shall survive the Closing for a period of twelve (12) months (the “**Survival Period**”) and shall cease and terminate after the Survival Period, except to the extent that Buyer or Seller, as the case may be, shall have given written notice to Seller of a claim based upon a breach of such representations and warranties, or shall have commenced, on or before the expiration of the Survival Period, a legal proceeding based on the breach thereof as of the date of Closing. The maximum total liability (excluding attorney fees and costs that may be awarded by the Court at trial or on appeal therefrom,) for which Seller shall be responsible with respect to all representations and warranties shall not exceed the sum of \$425,000 in the aggregate. Neither Buyer nor Seller shall have any liability to the other party for a breach of any representation or warranty contained in this Agreement unless written notice containing a description of such breach shall have been given by the non-breaching party to the breaching party prior to the expiration of the Survival Period.

17. **Buyer’s Due Diligence**.

- (a) The parties acknowledge that Buyer will undertake, at its sole cost and expense, certain due diligence investigations of the Property, including an on-site inspection of the physical condition of the Property (as further detailed in this Section 17) and a Commitment for an Owner’s Policy of Title Insurance issued with respect to the Real Property by the Title Company (the “**Title Commitment**”) dated on or after the Effective Date of this Agreement.
- (b) Buyer acknowledges that it has executed and delivered to Seller the Non-Disclosure Agreement attached hereto as Exhibit E (the “**NDA**”). Pursuant to receipt of the NDA, Seller has delivered to Buyer a copy of the most recent Phase I Environmental Site Assessment for the Property in its possession (the “**Phase I Assessment**”).
- (c) Buyer intends to engage an environmental consultant to conduct a Phase II Environmental Site Assessment for the Property (the “**Phase II Assessment**”) and,

together with the Phase I Assessment and Title Commitment, "**Diligence**"). If Buyer conducts a Phase II Assessment, it shall do so at its sole cost and expense.

- (d) It is agreed that Buyer will have a period of time (the "**Study Period**") ending at 11:59 pm, Eastern Time, on the twentieth (20th) Business Day after the Effective Date within which to finalize the Diligence with respect to all materials except that in the case of the Phase II Assessment, as long as Buyer has ordered the Phase II Assessment within five (5) days of the Effective Date, the Study Period will automatically be extended to expire on the date that is ten (10) days after Buyer's receipt of the Phase II Assessment. If, by the Closing Date, Buyer has not received the Phase II Assessment and had ten days within which to review such report, Buyer shall have the right to extend the Study Period for an additional thirty (30) calendar days, and to extend the date of Closing for a like period, provided that if the Closing has not occurred on or before October 31, 2023, Seller may, at its option, terminate this Agreement with immediate effect by delivering written notice to Buyer of such termination.
- (e) Buyer will, by giving written notice (each, a "**Buyer's Review Notice**") to Seller prior to the expiration of the Study Period, either (i) elect to proceed with the purchase of the Property in accordance with the terms of this Agreement, or (ii) identify any Material Objections (as defined below). Buyer's failure to timely give a Buyer's Review Notice, shall not act to waive or satisfy any of the Conditions Precedent to Closing set forth in Section 5 above. Unless otherwise expressly stated in the Buyer's Review Notice, the Study Period shall be deemed to end upon Buyer's giving of such notice, except as otherwise extended pursuant to Section 17 (d) above. If no Buyer's Review Notice is given by Buyer to Seller before the end of the Study Period, then Seller shall have the option to terminate this Agreement. As used herein, "**Material Objections**" means (i) a material title defect as disclosed by the Title Commitment that materially and adversely impairs the ability of Buyer to acquire, own and operate the Property, and/or (ii) a material environmental condition at the Property that materially and adversely impairs the ability of Buyer to acquire, own and operate the Property.
- (f) If the Buyer's Review Notice identifies any Material Objections, Seller will notify Buyer in writing ("**Seller's Response Notice**") within ten (10) Business Days after receiving the Buyer's Review Notice as to whether Seller will cure the Material Objections prior to the Closing Date in the manner requested by Buyer or such other manner as may be agreed upon by the parties. Seller's failure to give Buyer a Seller's Response Notice by such date shall be deemed as Seller's refusal to cure all Material Objections. If Seller refuses to cure any Material Objections in the manner requested by Buyer or such other manner as may be agreed upon by the parties, acting reasonably, then Buyer may elect, by giving written notice to Seller and the Title Company within ten (10) Business Days after receiving Seller's Response Notice, to either (i) terminate this Agreement, in which event neither of the parties will have any further liability or obligation under this Agreement except with respect to any obligations which are expressly stated in this Agreement to survive a termination prior to Closing, or (ii) waive the Material Objection(s) that Seller

has not agreed to cure and proceed with the acquisition of the Property notwithstanding such Material Objection(s) and without reduction in the Purchase Price. Buyer's failure to timely give a written response to Seller's Response Notice shall not act to waive or satisfy any of the Conditions Precedent to Closing set forth in Section 5 above.

- (g) In the event that Buyer terminates this Agreement pursuant to this Section 17, Buyer agrees that, subject to the requirements of Oregon laws relating to public records, it will keep confidential all information received or discovered in connection with the Diligence (“**Diligence Information**”) and, at Seller's option, will, subject to compliance with Oregon public records law requirements return to Seller all such information. Buyer agrees to use its best efforts to maintain the confidentiality of all Diligence Information subject to compliance with all relevant laws.
 - (h) If a change in the status of title to the Real Property from the Title Commitment occurs prior to the expiration of the Study Period, Buyer will have ten (10) Business Days after Buyer's receipt of such amendment (and copies of any documents identified in the new exceptions or new requirements resulting from any such changes) within which to review and, if desired, object in writing to such new matters as Material Objections. If Buyer so objects, the procedures and timelines set forth above will apply to govern any such objection, Seller's response thereto and Buyer's rights thereafter.
 - (i) Notwithstanding the foregoing, in all events Seller will, at or prior to Closing, (i) pay in full and cause to be canceled and discharged all mechanics' and contractors' liens encumbering the Property as a result of work performed by or on behalf of Seller; (ii) pay in full all past due ad valorem taxes and assessments of any kind constituting a lien against the Property; and (iii) cause to be released all loan security documents which encumber the Property and any other monetary lien or encumbrance caused or created by Seller against the Property.
18. **Notices.** All notices required or permitted hereunder shall be in writing and shall be given (a) by registered or certified mail, postage prepaid, or (b) by a nationally recognized overnight delivery service which provides receipted delivery, (i) if to Seller, to David Prum (Telephone No.: (604) 859-2002; Email: davidp@northwestrubber.com) or such other address as Seller shall have last designated by written notice given as aforesaid to Buyer, with a copy to Torys LLP, 1114 Avenue of the Americas, Attn: Alex Tanenbaum, 23rd Floor, New York, New York 10036.7703 (Telephone No.: (212) 880-6070; Email atanenbaum@torys.com), and (ii) if to Buyer, at Jeff Towery (Telephone No.: [■]); Email: [■]), or such other address as Buyer shall have last designated by written notice given as aforesaid to Seller, with a copy to Haugeberg, Rueter, Gowell, Fredricks & Higgins, PC, Attn: Walt Gowell, PO Box 480, 620 NE 5th Street, McMinnville, Oregon 97128 (Telephone No.: (503) 472-5141; Email: wgowell@hrglawyers.com). Notices shall be deemed given upon receipt at the applicable address.

19. **Exhibits.** The Exhibits attached to or referred to herein are incorporated by reference as if set forth in full herein.
20. **Payment of Fees, Costs and Expenses.** Buyer and Seller shall each pay (i) the fees of its counsel retained in connection with this Agreement and the purchase and sale of the Property, and (ii) 50% of the Title Company's escrow and closing fees. Buyer shall be responsible for the costs of (i) any and all state and local transfer taxes payable in connection with the sale of the Property hereunder, (ii) recording the Deed, and (iii) the Diligence. Seller shall be responsible for payment at Closing of the base premium for the Owner's Policy issued to Buyer in the amount of the Purchase Price and Buyer shall be responsible for any extended coverage endorsements to the Owner's Policy requested by Buyer and for all costs and expenses related to its due diligence.
21. **Prorations.**
- (a) The following are to be apportioned as of 12:01 a.m., local time, on the Closing Date:
 - i. Real estate taxes due and payable for the tax year Closing occurs together with all installments of special assessments and interest thereon due and payable therewith.
 - ii. Any other items that the parties reasonably agree to apportion or that are customarily apportioned in properties of a similar nature to the Property.
 - (b) If there is a water meter on the Property, Seller shall furnish a reading or readings to a date not more than three days before the Closing Date and the unfixed meter charge and sewer rent, if any, shall be apportioned on the basis of such last reading.
 - (c) All charges for electric and gas service supplied to the Property prior to the Closing Date shall be the obligation of Seller, and Seller agrees to pay the invoices rendered in connection with such services promptly upon receipt thereof.
 - (d) If the Closing shall occur before a new tax rate is fixed, the apportionment of taxes shall be upon the basis of the old tax rate for the preceding tax period applied to the latest assessed valuation; provided, however, that Seller and Buyer agree to make all necessary adjustments to such apportionment after the Closing upon receipt of the new tax rate to reflect the actual tax rate applicable to the period(s) for which apportionment is made.
 - (e) Real estate tax refunds and credits received after the Closing Date which are attributable to the fiscal year during which the Closing occurs shall be apportioned between Seller and Buyer, after deducting the expenses of collection thereof.
 - (f) Amounts prepaid and amounts accrued but unpaid on service contracts and management contracts which are to be assumed by Buyer.

- (g) Any errors or omissions in computing apportionments at the Closing shall be corrected after the Closing. The provisions of this Section 21 shall survive the Closing.
22. **No Offer.** The submission of a draft of this Agreement or a summary of some or all of its provisions does not constitute an offer to buy or to sell the Property, it being understood and agreed that neither Buyer nor Seller shall be legally obligated with respect to the obligations hereunder unless and until this Agreement has been executed by both Buyer and Seller.
23. **Applicable Law; Modifications; Jurisdiction and Venue.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the state of Oregon. This Agreement is not subject to any oral understandings, or written understandings not set forth herein, is binding upon and inures to the benefit of Seller and Buyer and their respective successors and permitted assigns, and may be amended only by a written instrument executed by both Seller and Buyer. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Multnomah County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.
24. **Severability.** If any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term covenant, condition, provision or agreement herein contained.
25. **Successors and Assigns.** All terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable by, the parties hereto and their respective legal representatives, successors and assigns.
26. **Interpretation.** Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.
27. **Counterparts.** This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart. Copies of original signatures sent by facsimile, portable document format (.pdf), or other electronic imaging means shall be deemed to be originals for all purposes of this Agreement.
28. **Assignment.** Seller shall not assign this Agreement. Buyer may not assign this Agreement without Seller's consent.

29. **Confidential Information.** Each of the parties hereto agrees to treat as confidential all confidential or proprietary information, whether written or oral, that has been, is, or may be furnished in connection with the transaction, but excluding any information in the public domain other than by reason of a breach by such party of its obligations set forth in this Section 29 (the “**Confidential Information**”), since any unauthorized disclosure of Confidential Information could have a material adverse impact on each party’s and Buyer’s parent’s business. Notwithstanding the foregoing, each party may disclose such Confidential Information to its affiliates and its legal, tax, and accounting firms and such other representatives who reasonably need to know such information for the purpose of evaluating the transaction hereunder, all of whom shall be informed by the disclosing party of the confidential nature of such information (collectively, the “**Permitted Parties**”). If the transaction is not consummated for any reason, each party agrees to destroy or return all Confidential Information furnished by any other party, Broker, any party’s parent, agents, employees, attorney and/or representatives and any copies thereof, including those provided to the Permitted Parties, provided that if a party has breached this Agreement, the remaining parties may utilize Confidential Information in connection with the enforcement hereof. Each party agrees to use the Confidential Information of the other parties hereto solely for purposes of evaluating and consummating the transaction hereunder, and for no other purpose whatsoever. This Agreement and the existence of the proposed sale transaction shall not be Confidential Information and may be disclosed to the public by either Seller or Buyer.
30. **Captions.** The section headings appearing in this Agreement are for convenience and reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.
31. **Time of Essence.** Time is of the essence to this Agreement and to all dates and time periods set forth herein.
32. **Legal, Accounting and Tax Advice.** Without limiting the effect of the representations and warranties of either party, each party to this Agreement has obtained its own legal, accounting and tax advice, and has not relied upon the other party or other party’s advisors with respect to legal, accounting and/or tax matters related to the transaction evidenced by this Agreement.
33. **Completion of Forms.** Whenever in this Agreement a document to be delivered at the Closing is described by reference to a form attached as an exhibit hereto, such documents shall be completed substantially in conformance with the referenced form attached as the Exhibit and completed in accordance with the terms of this Agreement.
34. **Additional Covenants of Seller.** From Effective Date up to and including the Closing Date, Seller covenants:
- (a) not to further encumber title to the Property, except with the prior written consent of Buyer;

- (b) not to offer for sale, solicit or offers to purchase or engage with any person with respect to a potential sale, lease or transfer of the Property;
 - (c) to maintain the Property substantially in accordance with current maintenance practices; and
 - (d) to advise Buyer as soon as practicable if Seller acquires knowledge of (A) any litigation, suit, arbitration, action or administrative proceeding instigated or threatened against, or with respect to, the Property, (B) any damage or destruction to any portion of the Property and any condemnation or taking with respect to any portion of the Property, and/ or (C) any material violation of applicable laws by Seller with respect to the Property.
35. **Indemnification by Seller.** From and after Closing, Seller shall, subject to the time limitations set forth in Section 14, indemnify, defend and hold harmless Buyer from and against any and all claims, expenses, costs, damages, losses and liabilities (including reasonable attorneys' fees) which may at any time be asserted against or suffered by Buyer: as a result of or arising out of the breach or inaccuracy of Seller's representations and warranties set forth in this Agreement; provided, however, in no event will the total aggregate liability of Seller under this Section 35 exceed ten percent (10%) of the Purchase Price.
36. **Indemnification by Buyer.** Except as may be limited by either the Oregon Constitution and subject to the liability limitations set forth pursuant to the Oregon Tort Claims Act, from and after Closing, Buyer shall, subject to the time limitations set forth in Section 15, indemnify, defend and hold harmless Seller from and against any and all claims, expenses, costs, damages, losses and liabilities (including reasonable attorneys' fees) which may at any time be asserted against or suffered by Seller as a result of or arising out of the breach or inaccuracy of Buyer's representations and warranties set forth in this Agreement or out of any such inspections, tests or survey conducted by Buyer, its representatives, agents or designees.
37. **Waiver of Jury Trial.** To the extent permitted by applicable law, the parties hereto hereby agree to waive trial by jury in connection with any proceedings related to this Agreement or the transactions contemplated hereby.
38. **Legal Fees.** If either Buyer or Seller brings any action or suit against the other for any matter relating to or arising out of this Agreement, then the prevailing party in such action or dispute shall be entitled to recover from the other party all court costs of suit, including reasonable attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all court costs of suit, including reasonable attorneys' fees incurred in enforcing, perfecting and executing such judgment.
39. **Integration; No Oral Agreements.** This Agreement, the Seller Closing Documents and the Buyer Closing Documents embody the entire agreement and understanding between Buyer and Seller with respect to the transactions contemplated hereby and supersede all other agreements and understandings between Buyer and Seller with respect to the subject

matter thereof. This Agreement, the Seller Closing Documents and the Buyer Closing Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of Buyer and Seller or any course of prior dealings. There are no unwritten oral agreements between the parties.

40. **Recordation.** Buyer or any of its agents may record a memorandum of this Agreement in the land records of the County in which the Property is located, provided that (i) Seller shall have the right to reasonably approve the form of such memorandum, (ii) if this Agreement is terminated for any reason, Buyer agrees to remove such memorandum from record promptly and (iii) such recordation shall be at Buyer's sole cost and expense.

41. **Site Visits.**

During the period beginning on the date hereof and ending on the expiration of the Study Period, Seller shall allow Buyer and Buyer's agents, employees and contractors to inspect the Property at reasonable times in accordance with the following terms and conditions: Seller shall have the right to have a representative present during any period of such entry; Buyer will comply with the reasonable safety procedures designated by Seller or Seller's contractors during all such periods of entry; and Buyer will not unreasonably interfere with or disrupt the business operations of Seller at the Property. Notwithstanding anything to the contrary contained herein, Buyer shall not have the right to conduct any invasive testing, including without limitation soil borings, and/or prepare a Phase II environmental report without Seller's prior written consent in its sole discretion. Subject to the limitations of the Oregon Constitution and the provisions of the Oregon Tort Claims Act, Buyer will indemnify and hold Seller harmless from and against any damage, injury, claim or lien caused by the activities of Buyer or its agents on the Property. Buyer will, to the extent practicable, require each of its contractors entering upon the Property to have municipal or commercial general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate and workers compensation insurance and will provide a certificate of insurance evidencing the same to Seller prior to entry upon the Property. Buyer's indemnification obligations in this Section 41 shall survive Closing for the Survival Period and any termination of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SELLER:

NORTH WEST RUBBER USA INC.

By: _____

Name:

Title:

BUYER:

CITY OF MCMINNVILLE

By: _____

Name:

Title:

[Signature Page to Purchase and Sale Agreement – Harrison Plant]

38886672.3

EXHIBIT A

LEGAL DESCRIPTION

PARCEL NO. 1:

Part of Blocks 19, 20, and 22, OAK PARK ADDITION, in the City of McMinnville, County of Yamhill, State of Oregon, described as follows:

Beginning at the Southerly Southeast corner of said Block 20; thence North 52° 34' 40" West 170.24 feet along the Northerly margin of 8th Street to the true point of beginning; thence North 41° 03' East 185.74 feet; thence North 17° 15' East 181.28 feet; thence North 72° 59' West 245 feet, more or less, to the Easterly margin of the Southern Pacific Railroad; thence Southwesterly 275 feet, more or less, along said margin to the Northerly margin of 8th Street; thence South 52° 34' 40" East 223 feet along said margin to the point of beginning.

PARCEL NO. 2:

Part of Block 22, OAK PARK ADDITION, in the City of McMinnville, County of Yamhill, State of Oregon, described as follows:

Beginning at the Easterly corner of Block 19, said Oak Park Addition; thence North 52° 34' 50" West 185.16 feet along the Southerly margin of 10th Street to an iron rod; thence continuing North 52° 34' 50" West 122.73 feet along said margin to the true point of beginning; thence South 41° 40' West 122.91 feet; thence North 48° 31' West 132 feet to the Easterly margin of the Southern Pacific Railroad; thence Northeasterly along said margin to the Southerly margin of 10th Street; thence South 52° 34' 50" East along said margin to the point of beginning.

PARCEL NO. 3:

Part of Blocks 19, 20, and 22, OAK PARK ADDITION, in the City of McMinnville, County of Yamhill, State of Oregon, described as follows:

Beginning at the Southerly Southeast corner of said Block 20; thence North 52° 34' 40" West 115.24 feet along the Northerly margin of 8th Street to an iron rod at the true point of beginning; thence North 37° 38' 40" East 112.19 feet to an iron rod; thence North 48° 25' 30" East 104.53 feet to an iron rod, said point also being the Southerly Southwest corner of that tract of land conveyed to William A. Krueger, et ux by Deed recorded March 25, 1985 in Volume 193, page 166, Yamhill County Records; thence North 17° 15' East 261.29 feet along the Westerly line of said Krueger tract to an iron rod on the Southerly margin of 10th Avenue; thence North 52° 34' 50" West 122.73 feet along said margin; thence South 41° 40' West 122.91 feet; thence North 48° 31' West 132 feet to the Easterly margin of the Southern Pacific Railroad; thence Southwesterly 363 feet along said margin to the Northerly margin of 8th Street; thence South 52° 34' 40" East 278 feet along said margin to the point of beginning.

EXCEPTING THEREFROM: Beginning at the Southerly corner of said Block 20; thence North 52° 34' 40" West 170.24 feet along the Northerly margin of 8th Street to the true point of

beginning; thence North 41° 03' East 185.74 feet; thence North 17° 15' East 181.28 feet; thence North 72° 59' West 245 feet to the Easterly margin of the Southern Pacific Railroad; thence Southwesterly 275 feet along said margin to the Northerly margin of 8th Street; thence South 52° 34' 40" East 223 feet along said margin to the point of beginning.

PARCEL NO. 4:

Part of Block 20, OAK PARK ADDITION, in the City of McMinnville, County of Yamhill, State of Oregon, described as follows:

Beginning at the Southerly Southeast corner of said Block 20; thence North 37° 27' East 112.84 feet along the Northerly margin of Alpine Avenue to the true point of beginning; thence continuing North 37° 27' East 138.00 feet along said margin to an iron rod, said point being the Southeast corner of that tract of land conveyed to William A. Krueger, et ux by Deed recorded March 25, 1985 in Film Volume 193, page 166, Deed and Mortgage Records; thence South 73° 21' 20" West 101.57 feet to an iron rod at the Southwest corner of said Krueger tract; thence South 48° 25' 30" West 104.53 feet to an iron rod; thence South 52° 54' East 114.86 feet to the point of beginning.

Exhibit A - Page 2

38886672.3

EXHIBIT B
FORM OF DEED

[Space Above This Line For Recording Data]

Please return recorded deed to:

Torys LLP
1114 Avenue of the Americas, 23 Floor
New York, New York 10036
Attn: Alex Tanenbaum

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the ____ day of _____, 2023, is executed and delivered by **NORTH WEST RUBBER USA INC.**, a Delaware corporation ("Grantor"), to and for the benefit of **CITY OF MCMINNVILLE, a municipal corporation of the State of Oregon** (hereinafter "Grantee," the terms Grantor and Grantee to include their respective successors, assigns and legal representatives where the context hereof requires or permits).

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid at and before the sealing and delivery of these presents, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which being hereby acknowledged by Grantor, conveys and specially warrants to Grantee, that certain tract or parcel of land lying and being in Yamhill County, Oregon, and being more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, together with all of the rights, licenses, easements, privileges, and appurtenances pertaining thereto (hereinafter all of the foregoing is collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, its successors, successors-in-

Exhibit B - Page 1

38886672.3

title, legal representatives and assigns, forever, IN FEE SIMPLE; subject only to all matters set forth on **Exhibit "B"** attached hereto and by this reference made a part hereof (hereinafter referred to as "Permitted Exceptions").

AND GRANTOR will, subject to the Permitted Exceptions, warrant and forever defend the right and title to the Property unto Grantee, its successors, successors-in-title, legal representatives and assigns, against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

[Signature(s) on Following Page(s)]

Exhibit B - Page 2

This instrument is executed on the date set forth on the acknowledgement set forth below, but is effective for all purposes as of the ____ day of _____, 2023.

GRANTOR:

Sworn to and subscribed before
me this ____ day of _____, 2023.

North West Rubber USA Inc.,
a Delaware corporation

Witness

By: _____

Name: _____

Title: _____

Notary Public

My commission expires: _____

Attest:

[SEAL]

By: _____

Name: _____

Title: Secretary

EXHIBIT A
to
SPECIAL WARRANTY DEED

Property

PARCEL NO. 1:

Part of Blocks 19, 20, and 22, OAK PARK ADDITION, in the City of McMinnville, County of Yamhill, State of Oregon, described as follows:

Beginning at the Southerly Southeast corner of said Block 20; thence North 52° 34' 40" West 170.24 feet along the Northerly margin of 8th Street to the true point of beginning; thence North 41° 03' East 185.74 feet; thence North 17° 15' East 181.28 feet; thence North 72° 59' West 245 feet, more or less, to the Easterly margin of the Southern Pacific Railroad; thence Southwesterly 275 feet, more or less, along said margin to the Northerly margin of 8th Street; thence South 52° 34' 40" East 223 feet along said margin to the point of beginning.

PARCEL NO. 2:

Part of Block 22, OAK PARK ADDITION, in the City of McMinnville, County of Yamhill, State of Oregon, described as follows:

Beginning at the Easterly corner of Block 19, said Oak Park Addition; thence North 52° 34' 50" West 185.16 feet along the Southerly margin of 10th Street to an iron rod; thence continuing North 52° 34' 50" West 122.73 feet along said margin to the true point of beginning; thence South 41° 40' West 122.91 feet; thence North 48° 31' West 132 feet to the Easterly margin of the Southern Pacific Railroad; thence Northeasterly along said margin to the Southerly margin of 10th Street; thence South 52° 34' 50" East along said margin to the point of beginning.

PARCEL NO. 3:

Part of Blocks 19, 20, and 22, OAK PARK ADDITION, in the City of McMinnville, County of Yamhill, State of Oregon, described as follows:

Beginning at the Southerly Southeast corner of said Block 20; thence North 52° 34' 40" West 115.24 feet along the Northerly margin of 8th Street to an iron rod at the true point of beginning; thence North 37° 38' 40" East 112.19 feet to an iron rod; thence North 48° 25' 30" East 104.53 feet to an iron rod, said point also being the Southerly Southwest corner of that tract of land conveyed to William A. Krueger, et ux by Deed recorded March 25, 1985 in Volume 193, page 166, Yamhill County Records; thence North 17° 15' East 261.29 feet along the Westerly line of said Krueger tract to an iron rod on the Southerly margin of 10th Avenue; thence North 52° 34' 50" West 122.73 feet along said margin; thence South 41° 40' West 122.91 feet; thence North 48° 31' West 132 feet to the Easterly margin of the Southern Pacific Railroad; thence Southwesterly 363 feet along said margin to the Northerly margin of 8th Street; thence South 52° 34' 40" East 278 feet along said margin to the point of beginning.

B-1

38886672.3

EXCEPTING THEREFROM: Beginning at the Southerly corner of said Block 20; thence North 52° 34' 40" West 170.24 feet along the Northerly margin of 8th Street to the true point of beginning; thence North 41° 03' East 185.74 feet; thence North 17° 15' East 181.28 feet; thence North 72° 59' West 245 feet to the Easterly margin of the Southern Pacific Railroad; thence Southwesterly 275 feet along said margin to the Northerly margin of 8th Street; thence South 52° 34' 40" East 223 feet along said margin to the point of beginning.

PARCEL NO. 4:

Part of Block 20, OAK PARK ADDITION, in the City of McMinnville, County of Yamhill, State of Oregon, described as follows:

Beginning at the Southerly Southeast corner of said Block 20; thence North 37° 27' East 112.84 feet along the Northerly margin of Alpine Avenue to the true point of beginning; thence continuing North 37° 27' East 138.00 feet along said margin to an iron rod, said point being the Southeast corner of that tract of land conveyed to William A. Krueger, et ux by Deed recorded March 25, 1985 in Film Volume 193, page 166, Deed and Mortgage Records; thence South 73° 21' 20" West 101.57 feet to an iron rod at the Southwest corner of said Krueger tract; thence South 48° 25' 30" West 104.53 feet to an iron rod; thence South 52° 54' East 114.86 feet to the point of beginning.

EXHIBIT B
to
SPECIAL WARRANTY DEED

Permitted Encumbrances

[Insert Permitted Exceptions from Agreement]

B-3

38886672.3

EXHIBIT C

FORM OF BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

North West Rubber USA Inc., hereinafter referred to as the Grantor, for and in consideration of the sum of TEN AND NO/DOLLARS (\$10.00) paid by _____, a[n] _____, hereinafter referred to as the Grantee, the sufficiency and receipt of which is hereby acknowledged, has quitclaimed unto the Grantee, its successors and assigns, all of Grantor's right, title and interest in and to all of the following Personal Property:

INSERT LIST IF ANY

. The Personal Property is transferred and conveyed by Grantor to Grantee on an "AS IS," "WHERE IS," "WITH ALL FAULTS" basis, and without any warranties, representations or guarantees, either express or implied, of any kind, nature, or type whatsoever, including, but not limited to, any warranty as to the fitness for a particular purpose or merchantability of the Personal Property. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain Purchase and Sale Agreement, dated as of _____, 2023 between Grantor and Grantee.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it effective as of the _____ day of _____, 2023.

GRANTOR:

NORTH WEST RUBBER USA INC.

By: _____
Name: _____
Title: _____

EXHIBIT D

FORM OF LICENSE AGREEMENT

38886672.3

LICENSE AGREEMENT

LICENSE AGREEMENT (this “License”), dated as of [■] __, 2023, between the City of McMinnville, an Oregon municipal corporation (“**Licensor**”) and North West Rubber USA Inc., a Delaware corporation (“**Licensee**”).

RECITALS:

A. Licensor is the owner of improvements located at 904 NE 10th Street and 835 NE Alpine Avenue, McMinnville, Oregon 97128 (collectively, the “**Building**”).

B. Licensor wishes to grant to Licensee and Licensee wishes to accept from Licensor a license to enter the Building, as indicated on the diagram annexed hereto and made a part hereof as Exhibit A (the “**Licensed Premises**”) for the purpose of removing all of Licensee’s manufacturing and other equipment, inventory, trade fixtures, supplies and other personal property, and for no other purpose (the “**Permitted Use**”), upon the terms, covenants, provisions and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. **TERM.**

(a) This License shall commence as of [■] __, 2023¹ (the “**Effective Date**”).

(b) This License shall expire on the earlier to occur of (i) the date that Licensee has fully vacated the Licensed Property and (ii) December 31, 2023 (the “**Expiration Date**”), unless sooner terminated pursuant to the terms of this License. The License may be extended by the Licensee, in its sole discretion, by an additional thirty-one (31) days, upon prior written notice delivered to Licensor on or before December 1, 2023.

2. **GRANT OF LICENSE; USE; CONDITION.**

(a) Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, for Licensee’s own use and the use of its affiliates, subject to the terms and conditions of this License, a license to use the Licensed Premises in its “as is” condition for the Permitted Use. Licensee’s license to use the Licensed Premises shall be irrevocable, except as set forth in Section 5 hereof.

(b) Licensee shall use the Licensed Premises solely for the Permitted Use and for no other purpose. Licensee shall not use, nor permit the use of, the Licensed Premises in any manner or for any purpose which (i) violates any provision of this License, or (ii) violates any present and/or future laws, rules, orders, ordinances, regulations, statutes, requirements, codes,

¹ To insert the date that is the Closing Date in the Purchase and Sale Agreement.

executive orders, rules of common law, and/or any judicial interpretations thereof, extraordinary as well as ordinary, of all governmental authorities, and/or of any applicable fire rating bureau or other body exercising similar functions, affecting the Building or the maintenance, use or occupation thereof (collectively, “**Legal Requirements**”).

(c) Licensee acknowledges and agrees that the privileges granted Licensee under this Section 2 merely constitute a license and shall not at any time be deemed to grant Licensee a leasehold or other real property interest in the Licensed Premises or the Building or any portion thereof; and cannot be transferred or assigned by Licensee except with the express written consent of Licensor, which may be withheld in Licensor’s sole and absolute discretion.

(d) Licensor and Licensee have agreed that the Licensed Premises granted pursuant to this License Agreement is as shown on Exhibit A annexed hereto.

(e) Licensee expressly covenants that it shall not assign, mortgage, or encumber this agreement, nor underlet, lease, sublicense, or suffer or permit the Licensed Premises or any part thereof to be used by others without the prior written consent of Licensor. The consent of Licensor to an assignment, underletting, or similar arrangement shall not in any way be construed to relieve Licensee from obtaining the express consent in writing of Licensor to any further assignment, underletting, or similar arrangement.

3. **LICENSEE’S ADDITIONAL RIGHTS AND OBLIGATIONS.**

(a) Non-Interference. Licensor shall use its reasonable efforts to minimize interference with Licensee’s use and occupancy of the Licensed Premises, including, without limitation, when making any repairs, alterations, additions or improvements.

(b) Access. Licensor and Licensee acknowledge and agree that they are sharing entrances to the Licensed Premises. Licensor shall provide access to the common areas and Licensed Premises to Licensee and its guests at all times. Licensor shall provide keys, Building passes and/or security card readers for any doors, locks, elevators or other entrance points in and to the Building, the Licensed Premises and the common areas necessary for Licensee’s access to and use and enjoyment of the Licensed Premises and common areas.

(c) Representations and Warranties. Licensor represents and warrants to Licensee that (i) Licensor has the power, right and authority to make this License and to perform its obligations under this License, and (ii) this License has been duly authorized, executed and delivered on the part of Licensor.

(d) Removal of Personal Property. Prior to the Termination Date, Licensee shall remove from the Premises all of Licensee’s manufacturing and other equipment, inventory, trade fixtures, supplies and other personal property. In the event that Licensee fails to remove all of Licensee’s manufacturing and other equipment, inventory, trade fixtures, supplies and other personal property from the Premises on or before the Termination Date, or such later date as may be subsequently agreed to between Licensor and Licensee, Licensor shall have recourse to the Escrow Holdback to defer the costs of Licensor’s removal of such personal property from the Premises thereafter.

(e) Surety Mechanism. In accordance with the terms and conditions of that certain Purchase and Sale Agreement dated June [■], 2023, by and between Licensee as Seller and Licensor as Purchaser (the “PSA”), at Closing (as defined in the PSA), the Title Company held back from the Purchase Price (as defined in the PSA) the amount equal to seventy-five percent (75%) of the estimated cost to remove all of Seller’s personal property from the Property in a good and workmanlike manner (the “**Escrow Holdback**”), in order to secure Licensee’s obligation to remove all of Licensee’s manufacturing and other equipment, inventory, trade fixtures, supplies and other personal property from the Premises. Upon the Title Company’s receipt of written notice from the Licensee of Licensee’s removal of all such manufacturing and other equipment, inventory, trade fixtures, supplies and other personal property from the Premises, and upon Licensor’s written confirmation of such removal promptly given to the Title Company (which written confirmation shall not be unreasonably withheld or delayed), the Title Company shall release the Escrow Holdback to Licensee.

(f) Insurance Coverage. During the term of this License and prior to the Expiration Date, Licensee shall maintain comprehensive Commercial General Liability Insurance relating to Licensor’s activities on the Premises, covering Bodily Injury and Property Damage, written on an “occurrence” form policy. This coverage shall include broad form Contractual Liability insurance for the indemnities provided under this Agreement and shall be for the following minimum insurance coverage amounts: The coverage shall be in the amount of **\$2,000,000** for each occurrence and **\$2,000,000** general aggregate and shall include Products-Completed Operations Aggregate in the minimum amount of **\$2,000,000** per occurrence, and Medical Expense (any one person) in the minimum amount of **\$10,000**. Licensor will be named as an additional insured with respect to Licensee’s liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant’s Commercial General Liability will be provided by endorsement.

4. **INSTALLATION, MAINTENANCE, REPAIR AND OPERATION.**

Licensee covenants and agrees that, in connection with the Permitted Use of the Licensed Premises:

(a) Licensee shall have no responsibility for any normal wear and tear damage caused as a result of Licensee’s use of the Licensed Premises, and shall not be required to perform any repairs or replacements to, or maintenance of, the Licensed Premises or appurtenant installations. For clarity, the removal of all equipment and personal property from the Premises as an element of the Permitted Use encompasses activities that may necessarily damage or deface the Premises. Such necessary damage shall be permitted.

(b) Except as expressly set forth herein or in the PSA, Licensor and Licensor’s agents have made no warranties, representations, statements or promises with respect to (i) the compliance with applicable Legal Requirements of the Licensed Premises or the Building, or (ii) the suitability of the Licensed Premises for any particular use or purpose. No rights or easements are acquired by Licensee under this License, by implication or otherwise, except as expressly set forth herein. Licensee is entering into this License after full investigation, and is not relying upon any statement or representation made by Licensor not embodied in this License.

5. TERMINATION.

(a) Licensor may terminate this License at any time if Licensee defaults in the performance of any material provisions of this License; and Licensee fails to remedy such default within fifteen (15) days after notice by Licensor to Licensee of such default; provided that if such cure cannot be completed within such 15-day period, then for such additional period as may be reasonably necessary so long as Licensee commences the cure within such 15-day period and diligently proceeds to cure the default.

(b) Licensee may terminate this License at any time if: (i) Licensor defaults in the performance of any material provisions of this License and Licensor fails to remedy such default within five (5) days after notice by Licensee to Licensor of such default provided that if such cure cannot be completed within such 5-day period, then for such additional period as may be reasonably necessary so long as Licensor commences the cure within such 5-day period and diligently proceeds to cure the default; or (ii) any fire, accident or other casualty, or condemnation proceedings cause Licensee to be unable to use the entirety of the Licensed Premises and/or common areas for a period of ten (10) days or longer.

(c) On the Expiration Date or sooner termination of this License, Licensee, at its sole cost and expense, and subject to Licensee's obligation to remove all of Licensee's manufacturing and other equipment, inventory, trade fixtures, supplies and other personal property from the Premises. (i) shall not be required to restore the Licensed Premises to its condition prior to Licensee's occupancy thereof, (ii) shall pay all amounts due and owing under this License for the period up to and including the Expiration Date or earlier termination hereof, and (iii) shall quit and surrender the Licensed Premises to Licensor. Time shall be of the essence with respect to Licensee's obligations pursuant to this Section 5.

6. **INDEMNITY.** Subject to the limitations of the Constitution of the State of Oregon and the limitations of the Oregon Tort Claims Act as they apply to Licensor, each party agrees to indemnify and save the other party harmless from and against any and all loss, liability, damage, cost and expense, including, without limitation, reasonable attorneys' fees and disbursements, arising from or claimed to arise as a result of, any act, neglect or failure to act, of the indemnifying party with respect to the Licensed Premises and such indemnifying party's obligations hereunder; **PROVIDED, NEITHER PARTY SHALL BE LIABLE UNDER THIS LICENSE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

7. **NOTICES.** All notices under this License shall be given to the parties at the address first above written, either by certified mail, return receipt requested, or by hand against a written receipt. Service shall be deemed given three (3) days after mailing or on the date delivered if sent by hand.

8. **NO LEASE.** This License does not and shall not be deemed to constitute a lease or a conveyance of the Licensed Premises by Licensor to Licensee or to confer upon Licensee any right, title, estate or interest in or to the Licensed Premises. This License grants to Licensee only a personal privilege to use and occupy the Licensed Premises for the term hereof on the terms and conditions set forth herein.

9. **BROKER.** Each of Licensee and Licensor represents and warrants to the other that it has dealt with no broker, agent or other person in connection with the License and that no broker, agent or other person brought about this transaction. Each of Licensor and Licensee agrees to indemnify and hold the other harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the indemnifying party with regard to this License. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

10. **NO INTEREST IN LICENSED PREMISES.** Licensee hereby expressly acknowledges (a) that it has no interest or estate in the Licensed Premises, (b) that this is a license which can be terminated as provided herein, (c) that this License is not binding upon any subsequent owner of the Licensed Premises (provided, that this License shall be binding upon Licensor and its successors and assigns) and (d) that the provisions of this License, including the benefits and the burdens, do not run with the land. This License shall not be deemed coupled with an interest under any circumstances.

GOVERNING LAW; JURISDICTION; VENUE. This License shall be governed by and construed and enforced in accordance with the local laws of the State of Oregon, without regard to the conflicts of law rules thereof. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Multnomah County. Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum. Notwithstanding the above, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon.

11. **MISCELLANEOUS.**

(a) Any Exhibit attached to this License is incorporated in and made a part of this License, but in the event of any inconsistency between the terms and provisions of this License and the terms and provisions of any Exhibit hereto, the terms and provisions of this License shall control. Wherever appropriate in this License, personal pronouns shall be deemed to include the other genders and the singular to include the plural. As used herein, (i) the word “or” is not exclusive and the word “including” is not limiting, (ii) references to a law include any rule or regulation issued under the law and any amendment to the law, rule or regulation, and (iii) whenever the words “include”, “includes”, or “including” appear, they shall be deemed to be followed by the words “without limitation”. Wherever a period of time is stated in this License as commencing or ending on any particular date, such period of time shall be deemed to commence at 12:00 A.M. Eastern Time on such stated Effective Date, and to end at 11:59 P.M. Eastern Time on such stated ending date. All Paragraph or Section references set forth herein shall, unless the context otherwise specifically requires, be deemed references to the Paragraphs

or Sections of this License. The captions in this License are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this License or the intent of any provision hereof.

(b) This License will be interpreted and enforced in accordance with its provisions and without the aid of any custom or rule of law requiring or suggesting construction against the party drafting or causing the drafting of the provisions in question.

(c) No modification, waiver or amendment of this License or any provision herein shall be valid unless the same is in writing, and signed by the party against which the enforcement of such modification, waiver or amendment is sought.

(d) This License (i) contains the entire agreement between the parties hereto relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein, (ii) shall not be binding upon or enforceable against Licensor unless and until Licensor delivers a fully executed counterpart hereof to Licensee, and (iii) may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

(e) The covenants, agreements, terms, provisions and conditions contained in this License shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Signatures on following page

IN WITNESS WHEREOF, Licensor and Licensee have executed this License as of the day and year first above written.

LICENSOR:

CITY OF MCMINNVILLE

By: _____
Name:
Title:

LICENSEE:

NORTH WEST RUBBER USA INC.

By: _____
Name:
Title:

EXHIBIT A

Licensed Premises

PARCEL NO. 1:

Part of Blocks 19, 20, and 22, OAK PARK ADDITION, in the City of McMinnville, County of Yamhill, State of Oregon, described as follows:

Beginning at the Southerly Southeast corner of said Block 20; thence North 52° 34' 40" West 170.24 feet along the Northerly margin of 8th Street to the true point of beginning; thence North 41° 03' East 185.74 feet; thence North 17° 15' East 181.28 feet; thence North 72° 59' West 245 feet, more or less, to the Easterly margin of the Southern Pacific Railroad; thence Southwesterly 275 feet, more or less, along said margin to the Northerly margin of 8th Street; thence South 52° 34' 40" East 223 feet along said margin to the point of beginning.

PARCEL NO. 2:

Part of Block 22, OAK PARK ADDITION, in the City of McMinnville, County of Yamhill, State of Oregon, described as follows:

Beginning at the Easterly corner of Block 19, said Oak Park Addition; thence North 52° 34' 50" West 185.16 feet along the Southerly margin of 10th Street to an iron rod; thence continuing North 52° 34' 50" West 122.73 feet along said margin to the true point of beginning; thence South 41° 40' West 122.91 feet; thence North 48° 31' West 132 feet to the Easterly margin of the Southern Pacific Railroad; thence Northeasterly along said margin to the Southerly margin of 10th Street; thence South 52° 34' 50" East along said margin to the point of beginning.

PARCEL NO. 3:

Part of Blocks 19, 20, and 22, OAK PARK ADDITION, in the City of McMinnville, County of Yamhill, State of Oregon, described as follows:

Beginning at the Southerly Southeast corner of said Block 20; thence North 52° 34' 40" West 115.24 feet along the Northerly margin of 8th Street to an iron rod at the true point of beginning; thence North 37° 38' 40" East 112.19 feet to an iron rod; thence North 48° 25' 30" East 104.53 feet to an iron rod, said point also being the Southerly Southwest corner of that tract of land conveyed to William A. Krueger, et ux by Deed recorded March 25, 1985 in Volume 193, page 166, Yamhill County Records; thence North 17° 15' East 261.29 feet along the Westerly line of said Krueger tract to an iron rod on the Southerly margin of 10th Avenue; thence North 52° 34' 50" West 122.73 feet along said margin; thence South 41° 40' West 122.91 feet; thence North 48° 31' West 132 feet to the Easterly margin of the Southern Pacific Railroad; thence Southwesterly 363 feet along said margin to the Northerly margin of 8th Street; thence South 52° 34' 40" East 278 feet along said margin to the point of beginning.

EXCEPTING THEREFROM: Beginning at the Southerly corner of said Block 20; thence North 52° 34' 40" West 170.24 feet along the Northerly margin of 8th Street to the true point of beginning; thence North 41° 03' East 185.74 feet; thence North 17° 15' East 181.28 feet; thence North 72° 59' West 245 feet to the Easterly margin of the Southern Pacific Railroad; thence Southwesterly 275 feet along said margin to the Northerly margin of 8th Street; thence South 52° 34' 40" East 223 feet along said margin to the point of beginning.

PARCEL NO. 4:

Part of Block 20, OAK PARK ADDITION, in the City of McMinnville, County of Yamhill, State of Oregon, described as follows:

Beginning at the Southerly Southeast corner of said Block 20; thence North 37° 27' East 112.84 feet along the Northerly margin of Alpine Avenue to the true point of beginning; thence continuing North 37° 27' East 138.00 feet along said margin to an iron rod, said point being the Southeast corner of that tract of land conveyed to William A. Krueger, et ux by Deed recorded March 25, 1985 in Film Volume 193, page 166, Deed and Mortgage Records; thence South 73° 21' 20" West 101.57 feet to an iron rod at the Southwest corner of said Krueger tract; thence South 48° 25' 30" West 104.53 feet to an iron rod; thence South 52° 54' East 114.86 feet to the point of beginning.

EXHIBIT E

NON-DISCLOSURE AGREEMENT

[To be attached]

38886672.3