

Council Roundup for April 15, 2019

The Newberg City Council met on April 15th, 2019.

The Council took the following actions:

- Approved several resolutions:
 - 2019-3555 – Solar Panel grant with PGE and ODOT.
 - 2019-3554 – beginning code amendment process for murals in residential zones.
 - 2019-3550 – amendment to Public Safety Association union contract for cost of living adjustment.
 - 2019-3545 – amendment to Day Wireless Systems contract for WCCCA communications project.
 - 2019-3549 – contract with 3J Consulting Inc. for design of East Crestview Drive improvement project.
 - 2019-3548 – contract with HDR Engineering Consulting, Inc for Water System seismic resilience study.
 - 2019-3552 – recommendation that Yamhill County approve conditional use & design review for winery and tasting room on NE Bell Road.
- Directed staff to update and create a letter of support for finishing the Highway 18 Bypass to provide to regional and statewide decision makers.

In other business,

Held executive sessions on performance of a public official, pending litigation, and real property

Heard presentation on Capital Improvement Plan.

Heard presentation on redesign of City Flag.

Heard activity report from City Manager.

Discussed Council committee and community activities.



**City Council Work Session
April 15, 2019 - 6:00 PM
Public safety building 401 east third street**

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. REVIEW OF THE COUNCIL AGENDA AND MEETING**
- IV. COUNCIL BUSINESS ITEMS**
 - IV.A February 2019 Fund Financial Statements
[RCA Information Financial Reports - 2019-02 Feb.pdf](#)
- V. EXECUTIVE SESSION PURSUANT TO ORS 192.660 (2) H LEGAL COUNSEL CONCERNING LEGAL RIGHTS AND DUTIES REGARDING CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED**
- VI. EXECUTIVE SESSION PURSUANT TO ORS 192.660 (2) I PERFORMANCE EVALUATIONS OF PUBLIC OFFICERS AND EMPLOYEES**
- VII. ADJOURNMENT**

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: April 15, 2019

Order ____ No.	Ordinance ____ No.	Resolution ____ No.	Motion ____	Information <u>XX</u>
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**SUBJECT: Newberg Fund Financial Statements
for February 2019**

**Contact Person (Preparer) for this
Item: Matt Zook
Dept.: Finance
File No.:**

RECOMMENDATION: The fund financial statements represent the City's ongoing commitment at all levels of the organization to monitor financial status and make adjustments on a monthly basis. These are provided for your information and review, as well as an opportunity for you to ask questions and keep abreast of the financial health of the City. As you review these statements, please feel free to contact me directly in advance of the meeting with questions or comments. This will provide me with an opportunity to come to the Council Work Sessions with sufficient information to answer your questions. No formal action is required at the meeting.

EXECUTIVE SUMMARY:

Included with this report are the fund financial statements for February 2019. As a reminder, most revenue is not recognized in an equal amount every month. Property taxes are received primarily in November, February, and May. Water revenue tends to trend higher in the summer months. Community Development revenue, such as building and planning fees as well as system development charges, is harder to predict. Transient Lodging Tax and Marijuana Tax is received quarterly. 9-1-1 Fund tax revenue is paid on a quarterly basis but delayed by up to three months after the close of the quarter, which at times puts the ending fund balance in a negative position, although the budget is managed so that the fund remains positive once the full fiscal year revenue is received. The point is that while 67% of the fiscal year has transpired through February, the year-to-date revenue received may reflect less or more depending on the revenue cycle. At this point, many of the revenues are on track as expected. Furthermore, most expenditures are also on track to be under budget.

Franchise fees in the General Fund indicate 24% through February. 68% of the budgeted franchise fees come from PGE and Northwest Natural Gas and are received as annual payments in March. Preliminary information indicates that the City will receive \$50k more than budgeted (5%). Look for these on the March 2019 statements.

SUMMARY REPORT

FEB 2019

SUMMARY REPORT			FEB 2019			Current YTD Compare to Budget 67%	2017-18 PRIOR YTD
FUNDS	2018-19 BUDGET	MONTH OF FEB 2019	2018-19 YTD				
City Budget Totals							
Total Beg Fund Balance	\$ 40,337,510	\$ 47,460,862	\$ 47,460,862		118%		40,611,931
Total Revenues	55,833,226	3,447,187	36,819,797		66%		35,738,835
Total Beg Fund Bal & Revenues	96,170,736	50,908,049	84,280,659				76,350,766
Total Expenses	69,477,889	2,650,716	34,134,482		49%		32,169,499
Total Contingencies / Reserves	26,692,847	-	-		0%		-
Total Exp & Contingen / Reserves	96,170,736	2,650,716	34,134,482		35%		32,169,499
Total Monthly & YTD Net Gain / (Loss)		\$ 796,470	\$ 3,445,032				
Total Ending Fund Balance			\$ 50,146,177				44,181,266
City Services							
General Fund (01)							
Beg Fund Balance	\$ 3,683,915	\$ 4,228,834	\$ 4,228,834		115%		3,564,316
Revenues							
Municipal Court	8,694	266	4,810		55%		6,164
Police	1,103,916	80,114	764,000		69%		742,489
Fire	-	811	16,117		0%		108,977
Communications	43,557	-	32,668		75%		31,112
Library	115,739	22,744	69,338		60%		63,331
Planning	685,051	125,183	659,588		96%		500,000
Property Taxes	4,784,286	104,778	4,677,124		98%		7,479,327
Other Taxes	101,475	750	62,731		62%		52,732
Franchise Fees	1,559,921	208,548	377,499		24%		264,402
Intergovernmental	1,807,363	183,446	1,236,926		68%		987,353
Miscellaneous	5,000	11,246	102,654		2053%		2,887
Interest	42,845	11,279	81,861		191%		23,205
Transfers	717,324	3,922	439,311		61%		758,392
Revenue Total	10,975,171	753,088	8,524,626		78%		11,020,372
Expenses							
General Government	203,244	13,660	157,186		77%		144,507
Municipal Court	329,384	28,916	216,667		66%		197,167
Police	7,075,040	578,507	4,693,145		66%		4,389,397
Communications	1,333,066	93,193	807,593		61%		1,585,531
Library	1,832,982	138,753	1,240,398		68%		1,180,883
Planning	1,158,653	71,218	680,173		59%		519,351
Transfers	424,736	1,151	104,069		25%		47,558
Contingency	1,201,981	-	-		0%		-
Unappropriated Ending Balance	1,100,000	-	-		0%		-
Total Expenses	14,659,086	925,398	7,899,231		54%		10,641,322
Monthly & YTD Net Gain / (Loss)		\$ (172,310)	\$ 625,396				
Ending Fund Balance			\$ 4,854,229				3,943,365

SUMMARY REPORT

FEB 2019

SUMMARY REPORT			FEB 2019			Current YTD Compare to Budget 67%	2017-18 PRIOR YTD
FUNDS	2018-19 BUDGET	MONTH OF FEB 2019	2018-19 YTD				
<u>Public Safety Fee (16)</u>							
Beg Fund Balance	\$ 123,477	\$ 119,359	\$ 119,359		97%		171,860
Revenues	538,052	47,368	379,100		70%		340,376
Expenses	575,310	47,308	408,437		71%		291,336
Contingencies / Reserves	86,219	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ 60	\$ (29,338)				
Ending Fund Balance			\$ 90,021				220,900
<u>911 Emergency (13)</u>							
Beg Fund Balance	\$ 12,722	\$ 21,628	\$ 21,628		170%		19,080
Revenues	222,773	1	116,839		52%		111,084
Expenses	220,431	17,639	144,301		65%		140,765
Contingencies / Reserves	15,064	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ (17,638)	\$ (27,462)				
Ending Fund Balance			\$ (5,834)				(10,601)
<u>Civil Forfeiture (03)</u>							
Beg Fund Balance	\$ 23,432	\$ 15,313	\$ 15,313		65%		25,268
Revenues	300	581	1,697		566%		254
Expenses	23,732	1,884	3,092		13%		765
Contingencies / Reserves	-	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ (1,302)	\$ (1,395)				
Ending Fund Balance			\$ 13,918				24,756
<u>Library Gift & Memorial (22)</u>							
Beg Fund Balance	\$ 65,180	\$ 81,134	\$ 81,134		124%		88,497
Revenues	136,000	16,183	34,057		25%		28,732
Expenses	170,000	917	41,631		24%		45,608
Contingencies / Reserves	31,180	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ 15,266	\$ (7,575)				
Ending Fund Balance			\$ 73,559				71,620
<u>Building Inspection (08)</u>							
Beg Fund Balance	\$ 1,291,113	\$ 1,451,787	\$ 1,451,787		112%		1,107,774
Revenues	640,819	130,951	731,951		114%		594,479
Expenses	695,398	56,833	440,476		63%		431,431
Contingencies / Reserves	1,236,534	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ 74,118	\$ 291,475				
Ending Fund Balance			\$ 1,743,262				1,270,822

SUMMARY REPORT

FEB 2019

SUMMARY REPORT

FEB 2019

FUNDS					Current YTD Compare to Budget 67%	2017-18 PRIOR YTD
	2018-19 BUDGET	MONTH OF FEB 2019	2018-19 YTD			
<u>Streets (Operating) (02)</u>						
Beg Fund Balance	\$ 669,164	\$ 1,222,625	\$ 1,222,625	183%		736,256
Revenues	2,992,830	257,663	2,284,489	76%		1,846,944
Expenses	3,297,419	98,473	2,168,215	66%		1,716,882
Contingencies / Reserves	364,575	-	-	0%		-
Monthly & YTD Net Gain / (Loss)		\$ 159,190	\$ 116,274			
Ending Fund Balance			\$ 1,338,899			866,318
<u>Water (Operating) (07)</u>						
Beg Fund Balance	\$ 10,196,690	\$ 10,801,835	\$ 10,801,835	106%		8,995,620
Revenues	6,073,334	395,656	4,727,695	78%		4,520,656
Expenses	7,268,141	255,139	3,025,088	42%		2,756,120
Contingencies / Reserves	9,001,883	-	-	0%		-
Monthly & YTD Net Gain / (Loss)		\$ 140,517	\$ 1,702,607			
Ending Fund Balance			\$ 12,504,442			10,760,156
<u>Wastewater (Operating) (06)</u>						
Beg Fund Balance	\$ 10,336,315	\$ 11,761,812	\$ 11,761,812	114%		11,973,385
Revenues	8,367,963	757,932	5,864,316	70%		5,521,757
Expenses	10,495,842	492,000	5,938,165	57%		4,771,125
Contingencies / Reserves	8,208,436	-	-	0%		-
Monthly & YTD Net Gain / (Loss)		\$ 265,932	\$ (73,849)			
Ending Fund Balance			\$ 11,687,963			12,724,017
<u>Stormwater (Operating) (17)</u>						
Beg Fund Balance	\$ 423,117	\$ 603,028	\$ 603,028	143%		1,028,956
Revenues	1,664,691	145,582	1,113,811	67%		1,008,431
Expenses	1,535,885	108,310	865,449	56%		1,575,914
Contingencies / Reserves	551,923	-	-	0%		-
Monthly & YTD Net Gain / (Loss)		\$ 37,272	\$ 248,362			
Ending Fund Balance			\$ 851,391			461,473

SUMMARY REPORT

FEB 2019

SUMMARY REPORT		FEB 2019			Current YTD	2017-18 PRIOR YTD
FUNDS	2018-19 BUDGET	MONTH OF FEB 2019	2018-19 YTD	Compare to		
				Budget		
				67%		
<u>Administrative Support (31)</u>						
Beg Fund Balance	\$ 378,937	\$ 488,426	\$ 488,426	129%	728,861	
Revenues	5,076,088	426,181	3,398,327	67%	3,063,282	
Expenses						
City Manager	376,296	27,041	233,958	62%	397,214	
Human Resources	225,700	18,606	120,689	53%	124,356	
Community Engagement	120,560	9,220	74,732	62%	-	
Finance	779,748	58,073	521,731	67%	478,237	
Gen Office(Postage/Phones)	158,547	25,413	141,774	89%	94,876	
Utility Billing	347,917	25,686	231,962	67%	222,310	
Information Technology	1,112,095	84,260	781,961	70%	686,408	
Legal	493,095	36,174	293,836	60%	296,483	
Fleet Maintenance	257,035	21,762	168,981	66%	151,241	
Facilities Repair/Replacement	820,351	64,592	472,030	58%	501,010	
Insurance	390,132	-	319,805	82%	315,143	
Transfers	3,362	280	2,241	67%	2,241	
Contingencies / Reserves	228,198	-	-	0%	-	
Total Expenses	5,455,025	381,098	3,456,984	63%	3,269,519	
Monthly & YTD Net Gain / (Loss)		\$ 45,083	\$ (58,657)			
Ending Fund Balance			\$ 429,769		522,624	
<u>Capital Improvement Projects</u>						
<u>Streets CIP's (18)</u>						
Beg Fund Balance	\$ 175,291	\$ 176,804	\$ 176,804	101%	168,834	
Revenues	5,344,468	22,345	2,676,122	50%	1,081,086	
Expenses	5,337,968	21,121	2,654,039	50%	1,077,038	
Contingencies / Reserves	181,791	-	-	0%	-	
Monthly & YTD Net Gain / (Loss)		\$ 1,225	\$ 22,082			
Ending Fund Balance			\$ 198,886		172,882	
<u>Water / Wastewater / Stormwater CIP's (04)</u>						
Beg Fund Balance	\$ -	\$ -	\$ -	0%	-	
Revenues	6,449,000	76,926	1,766,092	27%	1,724,209	
Expenses	6,449,000	76,926	1,766,092	27%	1,724,209	
Contingencies / Reserves	-	-	-	0%	-	
Monthly & YTD Net Gain / (Loss)		\$ -	\$ -			
Ending Fund Balance			\$ -		-	

SUMMARY REPORT

FEB 2019

SUMMARY REPORT			FEB 2019			Current YTD Compare to Budget 67%	2017-18 PRIOR YTD
FUNDS	2018-19 BUDGET	MONTH OF FEB 2019	2018-19 YTD				
<u>Governmental CIP's (21)</u>							
Beg Fund Balance	\$ 1,896,695	\$ 2,297,056	\$ 2,297,056		121%		-
Revenues	815,687	-	-		0%		-
Expenses	2,712,382	11,717	759,717		28%		-
Contingencies / Reserves	-	-	-		0%		-
Monthly Activity Net Gain / (Loss)		\$ (11,717)					
Ending Fund Balance			\$ 1,537,339				-
<u>Street SDC (42)</u>							
Beg Fund Balance	\$ 2,287,121	\$ 3,885,186	\$ 3,885,186		170%		2,936,734
Revenues	1,394,800	52,262	1,084,246		78%		1,271,819
Expenses	3,513,983	17,173	1,327,297		38%		153,916
Contingencies / Reserves	167,938	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ 35,089	\$ (243,051)				
Ending Fund Balance			\$ 3,642,135				4,054,638
<u>Water SDC (47)</u>							
Beg Fund Balance	\$ 223,123	\$ 314,198	\$ 314,198		141%		572,610
Revenues	574,213	37,187	554,275		97%		392,823
Expenses	797,336	-	734,089		92%		783,318
Contingencies / Reserves	-	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ 37,187	\$ (179,814)				
Ending Fund Balance			\$ 134,385				182,115
<u>Wastewater SDC (46)</u>							
Beg Fund Balance	\$ 4,971,041	\$ 5,966,311	\$ 5,966,311		120%		5,106,412
Revenues	820,000	195,113	1,117,678		136%		655,573
Expenses	1,882,987	9,946	583,587		31%		716,190
Contingencies / Reserves	3,908,054	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ 185,168	\$ 534,091				
Ending Fund Balance			\$ 6,500,402				5,045,795
<u>Stormwater SDC (43)</u>							
Beg Fund Balance	\$ 107,416	\$ 137,312	\$ 137,312		128%		106,284
Revenues	42,500	2,884	47,596		112%		39,145
Expenses	9,000	60	279		3%		47,145
Contingencies / Reserves	140,916	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ 2,825	\$ 47,318				
Ending Fund Balance			\$ 184,630				98,284

SUMMARY REPORT

FEB 2019

SUMMARY REPORT			FEB 2019			Current YTD Compare to Budget 67%	2017-18 PRIOR YTD
FUNDS	2018-19 BUDGET	MONTH OF FEB 2019	2018-19 YTD				
Debt							
Debt Service (General Op) (09)							
Beg Fund Balance	\$ 46,455	\$ 47,809	\$ 47,809	103%			38,270
Revenues	1,029,627	25,288	611,799	59%			567,971
Expenses	1,024,373	-	515,581	50%			460,125
Contingencies / Reserves	51,709	-	-	0%			-
Monthly & YTD Net Gain / (Loss)		\$ 25,288	\$ 96,218				
Ending Fund Balance			\$ 144,027				146,116
City Hall (10)							
Beg Fund Balance	\$ 612,158	\$ 612,916	\$ 612,916	100%			552,745
Revenues	-	1,048	8,934	0%			98,971
Expenses	542,692	-	103,914	19%			103,486
Contingencies / Reserves	69,466	-	-	0%			-
Unappropriated Ending Balance	69,466	-	-	0%			-
Monthly & YTD Net Gain / (Loss)		\$ 1,048	\$ (94,980)				
Ending Fund Balance			\$ 517,936				548,230
Reserves							
Vehicle / Equipment Replacement (32)							
Beg Fund Balance	\$ 1,699,238	\$ 1,958,096	\$ 1,958,096	115%			1,431,306
Revenues	\$ 1,277,467	\$ 90,389	\$ 909,425	71%			780,052
Expenses							
General Government	-	-	-	0%			-
City Manager's Office	1,494	-	-	0%			-
Human Resources	1,033	-	-	0%			-
Finance	27,936	-	-	0%			-
Information Technology	254,200	25,951	189,287	74%			68,272
Legal	432	-	-	0%			-
Municipal Court	4,196	-	-	0%			-
Police	536,899	-	151,645	28%			124,048
Communications	169,201	-	-	0%			-
Library	12,745	-	843	7%			-
Planning	-	-	-	0%			-
Building	29,360	-	-	0%			-
PW Administration	1,616,387	33,207	178,541	11%			189,550
Fleet Maintenance	13,091	18	601	5%			402
Facilities Repair/Replacement	309,731	47,796	72,763	23%			26,759
Contingencies / Reserves	-	-	-	0%			-
Total Expenses	2,976,705	106,972	593,679	20%			409,030
Monthly & YTD Net Gain / (Loss)		\$ (16,583)	\$ 315,746				
Ending Fund Balance			\$ 2,273,842				1,802,328

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SUMMARY REPORT

FEB 2019

SUMMARY REPORT			FEB 2019		Current YTD Compare to Budget 67%	2017-18 PRIOR YTD
FUNDS	2018-19 BUDGET	MONTH OF FEB 2019	2018-19 YTD			
Community Projects						
Cable TV Trust (23)						
Beg Fund Balance	\$ 16,491	\$ 16,507	\$ 16,507	100%	37,897	
Revenues	200	34	264	132%	379	
Expenses	16,691	-	-	0%	-	
Contingencies / Reserves	-	-	-	0%	-	
Monthly & YTD Net Gain / (Loss)		\$ 34	\$ 264			
Ending Fund Balance			\$ 16,771		38,275	
Economic Development (14)						
Beg Fund Balance	\$ 600,377	\$ 666,000	\$ 666,000	111%	617,748	
Revenues	289,510	4,991	179,464	62%	51,214	
Expenses	745,983	798	134,652	18%	25,570	
Contingencies / Reserves	143,904	-	-	0%	-	
Monthly & YTD Net Gain / (Loss)		\$ 4,193	\$ 44,812			
Ending Fund Balance			\$ 710,811		643,392	
Transient Lodging Tax (19)						
Beg Fund Balance	\$ 498,042	\$ 586,886	\$ 586,886	118%	343,718	
Revenues	1,107,733	7,533	686,995	62%	664,683	
Expenses	1,602,699	21,007	570,487	36%	521,469	
Contingencies / Reserves	3,076	-	-	0%	-	
Monthly & YTD Net Gain / (Loss)		\$ (13,474)	\$ 116,508			
Ending Fund Balance			\$ 703,394		486,932	



**City Council Business Session
April 15, 2019 - 7:00 PM
Public safety building 401 east third street**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS

IV.a Dane Findley Flag presentation

IV.b Capital Improvement Program Presentation

[CIP_Presentation_RCA 2019-0415.doc](#)

[CIP 2019-2024.pdf](#)

[Capital improvement plan 2019-2020.pdf](#)

V. CITY MANAGER'S REPORT

VI. PUBLIC COMMENTS

VII. CONSENT CALENDAR

VII.a Resolution No. 2019-3548, A resolution to authorize the City Manager to enter into a professional services agreement with, HDR Engineering Consulting, Inc. to complete the Water System Seismic Resilience Study

[Res2019-3548 Award Dgn Prj with Exhibit A_Water System Seismic Resilience Study.pdf](#)

VII.b Resolution No. 2019-3549, A resolution to authorize the City Manager to enter into a professional services agreement with, 3J Consulting, Inc. to complete the design of the city's E Crestview Drive Improvement Project

[Res2019-3549 Award Dgn Prj with Exhibit A_E Crestview Drive.pdf](#)

VII.c Resolution 2019-3545 Approving Contract Amendment 1 between Day Wireless Systems and the City of Newberg in the Amount of \$6,489.22 for Work Relating to the Communications Upgrade Project

[RCA Resolution - Day Wireless \(Amend 1\).pdf](#)

[Day Wireless Original Contract.pdf](#)

VII.d Resolution 2019-3550 Ratify Newberg-Dundee Public Safety Association July 1,

2019 to June 30, 2020 COLA

[Resolution 2019-3550 Ratify NDPSA COLA 2019-2020.doc](#)

- VII.e Resolution 2019-3555, WWTP Solar Grant Application
[WWTP Solar Grant Resolution 2019-3555 rev 2.pdf](#)

VIII. PUBLIC HEARINGS

- VIII.a A Resolution recommending that Yamhill County approve a proposed winery and tasting room at 27200 NE Bell Road, Yamhill County tax lot no. 3208-1700
[RCA Heinze Winery Res 2019-3552.doc](#)
[Presentation Res 2019-3552 Heinze Winery.pdf](#)

IX. NEW BUSINESS

- IX.a Resolution 2019-3554, A Resolution initiating an amendment to the Newberg Municipal Code, Title 15 Development Code for regulations related to murals in residential zones
[RCA Resolution 2019-3554.doc](#)
[Exhibit A.pdf](#)

X. COUNCIL BUSINESS

- X.a Council Committee reports
- X.b Bypass letter of support
[RCA Information BYPASS PJ 2019-0415.doc](#)
[Bypass Info Sheet.pdf](#)

XI. EXECUTIVE SESSION PURSUANT TO ORS 192.660 (2) E REAL PROPERTY TRANSACTIONS

XII. ADJOURNMENT

ADA STATEMENT

Contact the City Recorder's Office for physical or language accommodations at least 2 business days before the meeting. Call (503) 537-1283 or email cityrecorder@newbergoregon.gov. For TTY services please dial 711.

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: April 15th, 2019

Order ____ No.	Ordinance ____ No.	Resolution ____ No.	Motion ____	Information <u>XX</u>
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SUBJECT: Capital Improvement Program

Contact Person (Preparer) for this
Item: Kaaren Hofmann, City Engineer
Dept.: Public Works - Engineering
File No.:

EXECUTIVE SUMMARY:

The Capital Improvement Program (CIP) is the implementation plan for identified facility, transportation, storm drainage, water, and wastewater projects. The capital infrastructure needs within the CIP are identified through a variety of sources, including Master Plans, City Council goals, operational needs, and regulatory obligations. Attached is the proposed Five Year Plan for public improvements. The proposed projects to be funded by gas taxes, transportation utility fee, and rate/SDC funds; water, wastewater and stormwater systems. The proposed projects were included in the rate adjustments that were recommended by the Rate Review Committee and approved by the City Council in 2018.

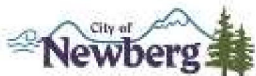
Public Works Engineering Services works closely with Public Works Operations and Maintenance to complete the identified projects on an annual basis. The fiscal year 2019-2020 Capital Improvement Program implements the planning, design, and construction of the capital infrastructure needs of the City by prioritizing projects based on an analysis of the master plans and other studies in combination with the availability of funding. The scheduled projects in the years beyond FY 2019-2020 are not intended to be a spending commitment, but are included to show a proposed plan for the projects that are considered to be a priority at this particular snapshot in time.

CAPITAL IMPROVEMENT PROGRAM



April 1, 2019

Fiscal Years 2019-2024



The Capital Improvement Program (CIP) is the implementation plan for identified software, City facilities, transportation, storm drainage, water, and wastewater projects. The CIP may change based on the community's needs, available budget, regulatory impacts, etc.

Capital Improvement Program

FISCAL YEARS 2019-2024

INTRODUCTION

The capital infrastructure needs within the five year CIP are identified through a variety of sources, including master plans, City Council goals, operational needs, and regulatory obligations. The City has completed the updates of the utility system master plans over the last several years to address the reduced growth and demand shown in the previous master plans. These plans show a variety of projects in all locations.

The City Council committed to providing well maintained streets to our citizens. Although, this work started in 2012, there is a substantial amount of road repair yet to be completed. The Transportation Utility Fee was adopted and implemented in 2017 to address this need. The City improved a significant number of road segments last summer and this trend will be continuing. As a part of the pavement program, the City will also be addressing the need for adequate utilities under the pavement. The need for sidewalks and ADA facilities within our public rights-of-way continue. There will be a renewed commitment to address those locations that will provide the greatest benefit (ie. Critical Routes noted in the 2007 ADA Pedestrian Bike Plan; School Routes).

The City continues to focus its efforts towards establishing a high quality and adequate potable water supply, storage, and distribution system. With the completion of the Water Master Plan, additional projects have been added to address system deficiencies over the next several years. The City's utility systems are vulnerable to damage resulting from a Cascadia Subduction Zone earthquake. There would be catastrophic impacts to systems throughout the City. Because of this, additional requirements have been added by the State to complete a seismic risk assessment and mitigation plan as a part of five year updates to the Water System Master Plans. We started that risk assessment in the 2017 Water Master Plan which identified the need for a redundant water supply and a more detailed analysis of the Water Treatment Plant and system. This analysis will provide recommendations to make our system more resilient.

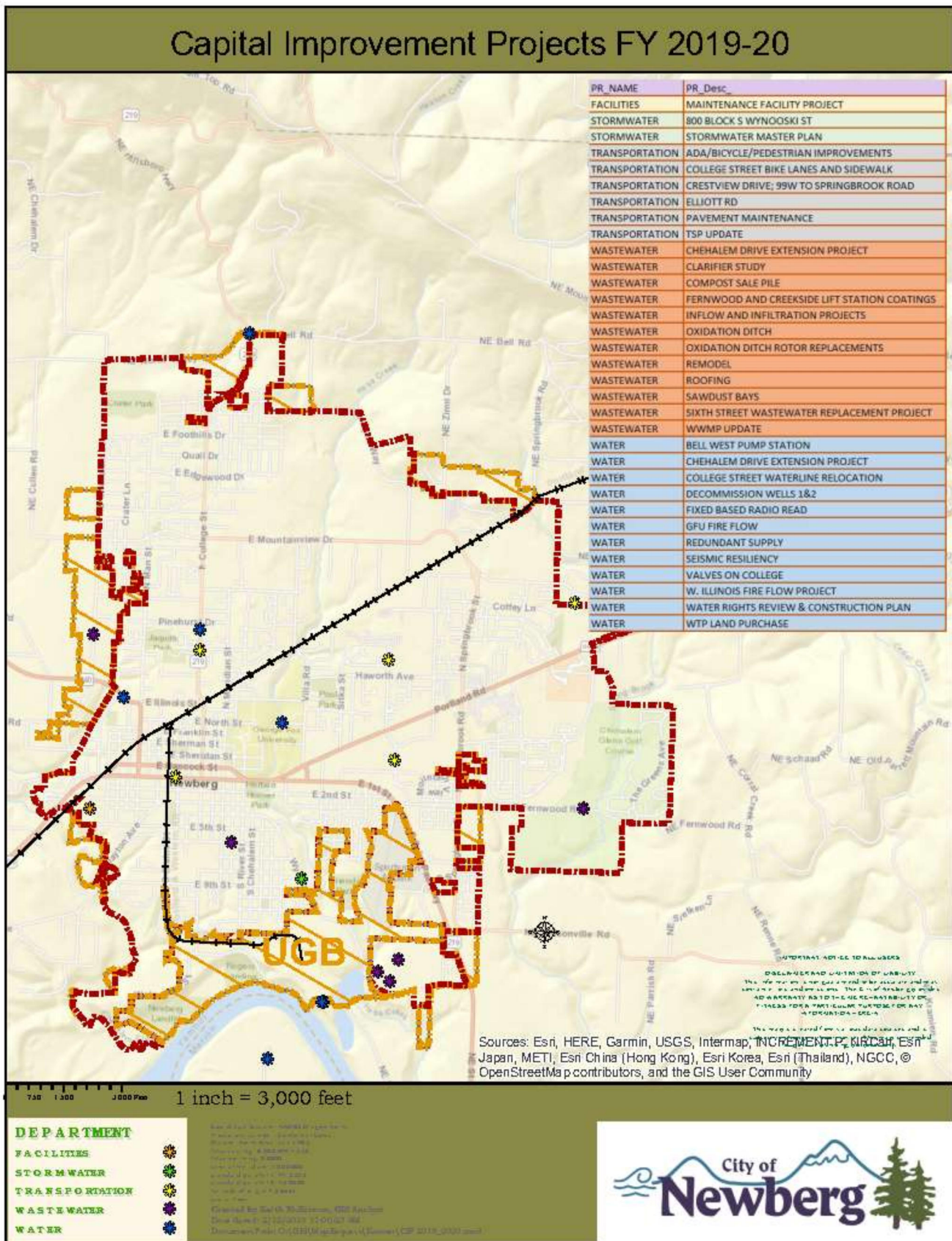
As in the past a great portion of the focus of the wastewater program is to aggressively repair and/or replace inadequate portions of the wastewater system. Although costs to repair the aging wastewater collection system will be significant, it can no longer be postponed. Several projects were completed in the last several years and there has been a noticeable reduction in Inflow and Infiltration in those basins already. The City will continue upgrades to the Wastewater Treatment Plant with roofing repairs, rotor replacements, structural repairs to the existing oxidation ditches, remodel of the office building and studies addressing the capacity of the plant.

The Public Works Engineering Division works closely with Public Works Operations and Maintenance Divisions to complete the identified projects on an annual basis. The fiscal year 2019-2020 Capital Improvement Program implements the planning, design, and construction of the capital infrastructure needs of the City by prioritizing projects based on an analysis of the master plans and other studies in combination with the availability of funding. The scheduled projects in the years beyond FY 2019-2020 are not intended to be a spending commitment, but are included to show a proposed plan for the projects that are considered to be a priority at this particular snapshot in time.

There are a couple of changes to the program since last year:

- The costs noted are costs that have an inflation factor of 3% per year added.
- The projects that have multiple funding sources/elements have been combined into one project sheet and are now shown in the Multi-Funded Project section.
- Future years are years beyond 2023/2024.

A map of the Capital Improvement Projects for FY 2019-2020 is shown on the following page.



Multi – Funded Projects

The following project summary sheets were developed from a variety of sources. The projects affect all of the enterprise funds and include things like improvements to facilities and major software purchases. This section also includes infrastructure projects that have funding from multiple utilities.

Multi – Funded Project

Maintenance Facility Project

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:
2019/2020	\$85,000	☒ Safety/Liability ☐ Council Goals ☒ Maintenance ☐ Required per Regulation ☐ Coordinates with Larger Project
2020/2024	\$2,160,000	
Future Years	N/A	
Project Total	\$2,245,000	☒ Cost Reduction ☒ Future Capacity

PROJECT DESCRIPTION:

A master plan has been completed on what the newly expanded maintenance yard could look like. The proposed improvements for next fiscal year include consultant services. The rest of the improvements include major site work, fleet building and eventually a new administration building. A fully functional maintenance facility is critical to serve the existing and long term day to day needs of the City and to adequately respond to natural disasters with the needed man power and equipment.

PROPOSED FUNDING SOURCES:

The project is to be funded by utility funds, and system development charges.

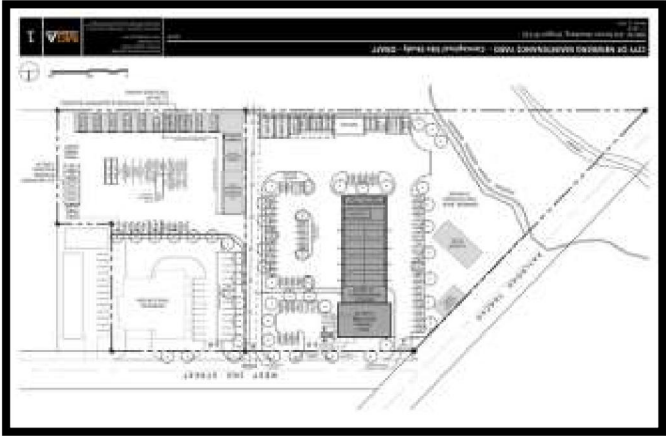


FIGURE 1 CONCEPTUAL PUBLIC WORKS MAINTENANCE YARD PLAN

Multi – Funded Project

N College Street Bike Lanes and Sidewalks/Waterline Relocation/Additional Valves

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$616,000	☒	Safety/Liability
		☒	Council Goals
2020/2024	N/A	☐	Maintenance
		☐	Required per Regulation
Future Years	N/A	☒	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$616,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

The 2007 ADA/Pedestrian/Bike Route Improvement Plan identified the project as a primary critical pedestrian and bikeway route. The incomplete sidewalk connections are unsafe as it forces pedestrians onto the roadway shoulders. This project will be a continuation of the project that was completed 4 years ago. The City has entered into an Intergovernmental Agreement with ODOT on this project. Design and right-of-way acquisition will be underway soon.

As a part of this project the City's existing water line will need to be lowered as it is too shallow. This work is scheduled to begin soon and will be coordinated with the waterline valve project. The waterline project will utilize ODOT's topographic survey. One of the reasons for the massive amount of flooding in 2014 when the waterline in College Street broke was the lack of valves on the existing line to shut the flow of water off. This project would add valves in strategic locations to minimize future problems.

PROPOSED FUNDING SOURCES:

The project will be funded by ODOT Surface Transportation Project Fund (STP), gas tax revenues, and water monthly rates.



FIGURE 2 LOOKING NORTH ON COLLEGE STREET

Multi – Funded Project

E Crestview Drive; 99W to Springbrook Road

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$3,218,900	☒	Safety/Liability
		☒	Council Goals
2020/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☒	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$3,218,900	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

E Crestview Drive is an important transportation link to the north portion of the City. It will connect 99W at Providence Drive to N Springbrook Road. The two sections on either end of the alignment have not been constructed. The City's portion of the improvement replaces the gravel roadway & substandard pavement and will include curbs, gutters, bike lanes and sidewalks from the City Limits to N Springbrook Road.

It makes sense that the utilities will be installed at the same time. This will construct approximately 2900' of wastewater pipe in E Crestview Drive. This will construct approximately 3000' of non-potable water pipe in E Crestview Drive along with improvements at Otis Springs to advance the non-potable water plan. These improvements along with the installation of pipe by developers will allow for non-potable water to be used in the north area of the City. This will construct approximately 700' of water pipe in E Crestview Drive.

PROPOSED FUNDING SOURCES:

The transportation system development charges fund will contribute \$1,100,000.00, the state will contribute \$740,000.00, and the balance of the roadway will be funded by Springbrook Properties and JT Smith's Crestview Crossing Planned Unit Development. The water and wastewater lines will be funded by monthly utility rates and system development charges.



FIGURE 3 CRESTVIEW DRIVE LOOKING EAST

Multi – Funded Project

N Elliott Road; 99W to Newberg High School

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$1,095,675	☒	Safety/Liability
		☒	Council Goals
2020/2024	\$1,023,000	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$2,118,675	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

The Transportation System Plan has identified this project as a high priority as it provides direct access to the high school. This project will construct full street improvements to include sidewalks and bike lanes. It will also include storm drainage improvements and street lighting.

PROPOSED FUNDING SOURCES:

The project will be funded by gas tax revenues, stormwater monthly fees and system development charges.



FIGURE 4 LOOKING SOUTH ON ELLIOTT ROAD

Multi-Funded Project

N Springbrook Road

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2021/2022	\$225,000	☒	Safety/Liability
		☐	Council Goals
2022/2024	\$2,163,500	☐	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$2,388,500	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

This project will provide sidewalks and bike lanes north of 99W. It will also install a signal at the intersection of E Haworth and N Springbrook Road. This project will also install storm drainage.

PROPOSED FUNDING SOURCES:

This project will be funded by gas taxes, stormwater monthly fees and transportation system development charges.



FIGURE 5 INTERSECTION OF SPRINGBROOK AND HAWORTH

Multi-Funded Project

NE Chehalem Drive Water & Wastewater Extension Project

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$1,552,000	☐	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☐	Maintenance
		☐	Required per Regulation
Future Years	N/A	☒	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$1,552,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

This project extends the public wastewater line from the existing terminus on the east side of Chehalem Creek in Hwy 240 to NE Chehalem Drive and then north in NE Chehalem Drive to just south of the intersection with E Columbia Drive.

This project (M-18) would extend the public water line from the existing terminus on the east side of Chehalem Creek in Hwy 240 to NE Chehalem Drive. The new waterline will connect with an existing waterline in NE Chehalem Drive south of Hwy 240. A future project (M-19) would extend the waterline in NE Chehalem Drive to E Columbia Drive.

There have been several development inquiries in this area and the wastewater and water line extensions would allow for orderly future development.

PROPOSED FUNDING SOURCES:

This will be paid for out of system development charges.



FIGURE 6 EXTENDING THE PUBLIC WASTEWATER LINE

Transportation Projects

The Transportation Program provides planning, engineering, and construction for improvements to the City's transportation systems that preserve existing infrastructure, increase roadway capacity, improve safety mobility and/or enhance neighborhood livability.

The funding sources for the roadway maintenance budget is the City's share of the state gas tax revenue and the transportation utility fee (TUF). A secondary funding source for roadway improvements is system development charges (SDC), and can only be used for new roadway construction, not maintenance projects.

The following project summary sheets were developed from the Transportation System Plan (TSP) and associated studies while considering the available funds from state gas tax revenue, surface transportation program (federal funds exchange), the TUF and SDC.

Transportation Program

ADA/Bicycle/Pedestrian Improvements

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$27,000	☒	Safety/Liability
		☒	Council Goals
2020/2024	\$315,610	☐	Maintenance
		☒	Required per Regulation
Future Years	\$35,000/year	☐	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$382,000	☐	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

City Council adopted the ADA/Pedestrian/Bike Plan in 2007. This plan was then incorporated into the Transportation System Plan. There have been over 86,000 feet of new sidewalks and over 200 new ADA ramps constructed since 2007.

Projects are selected based on the City's need and available funding for each fiscal year. Current utility maintenance projects include replacement or installation of ADA accessible barriers identified in the plan.

PROPOSED FUNDING SOURCES:

This project is funded by the gas taxes that the City receives from the State of Oregon. A portion (1%) of the gas tax the City receives must be spent on bicycle projects in the right-of-way. The funding is split in the budget between the street capital fund and the street maintenance fund.



FIGURE 7 CURB RAMP NEEDED

Transportation Program

Pavement Preservation

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$1,700,000	☒	Safety/Liability
		☒	Council Goals
2020/2024	\$6,151,150	☒	Maintenance
		☐	Required per Regulation
Future Years	\$1,350,000/year	☐	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$8,330,000	☐	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

The Transportation Utility Fee (TUF) was implemented in the summer of FY17/18. The goal is to maintain the Pavement Condition Index of 73 over a ten year horizon. The pavement preservation projects proposed over the next five years are shown on the map below.

Prioritization of the projects in the five year plan was based on: existing pavement condition, functional classification, traffic volumes, neighborhood grouping, and proximity to schools, business districts, or civic corridors, subsurface utility conditions, treatment costs and funding amounts.

PROPOSED FUNDING SOURCES:

Anticipated TUF revenue is approximately \$1,200,000 per year. Additional gas taxes are also utilized to implement the plan.



FIGURE 8 PAVEMENT PRESERVATION PROJECT MAP

Transportation Project

Update the Transportation System Plan

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$50,000	☐	Safety/Liability
		☐	Council Goals
2021/2024	N/A	☐	Maintenance
		☒	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$50,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

As the Riverfront Master Plan is adopted, the recommendations from that plan will need to be incorporated into the existing Transportation System Plan.

PROPOSED FUNDING SOURCES:

Gas tax revenue and system development charges.



FIGURE 9 TRANSPORTATION SYSTEM PLAN

Transportation Project

N Main Street/E Illinois Street Intersection Study

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2020/2021	\$500,000	☒	Safety/Liability
		☒	Council Goals
2021/2024	N/A	☐	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$500,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

This is project I14 in the Transportation System Plan. This project would perform a special study to determine the appropriate intersection improvements to address safety and mobility needs. Realignment of the intersection may be required.

PROPOSED FUNDING SOURCES:

Gas tax revenue and system development charges.



FIGURE 10 N MAIN INTERSECTION AT ILLINOIS STREET

Transportation Project

N Main Street Collector

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2023/2024	\$600,000	☒	Safety/Liability
		☒	Council Goals
		☐	Maintenance
		☐	Required per Regulation
Future Years	\$750,000	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$1,350,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

This is project S12 in the Transportation System Plan. This project would construct N Main Street to collector standards including sidewalks and bikelanes.

PROPOSED FUNDING SOURCES:

Gas tax revenue and system development charges.

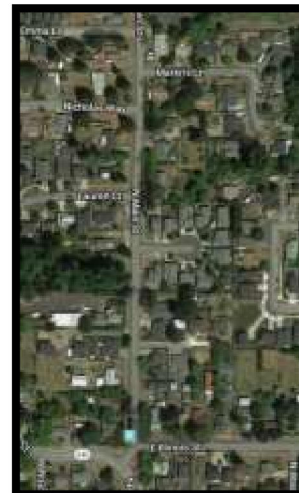


FIGURE 11 N MAIN STREET

Stormwater Projects

The Stormwater Program provides planning, design and construction of improvements for the City's public storm drainage system. This program includes the conveyance system, water quality, and stormwater detention systems.

The 2014 Drainage Master Plan Update is used to plan for improvements to the overall City storm drainage system. This plan will be updated in FY 2019-2020. Funding for the stormwater program is provided through stormwater utility rates and system development charges.

Stormwater Program

S Blaine Street; E Hancock to E Eleventh Street

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2022/2023	\$395,000	☒	Safety/Liability
		☐	Council Goals
2023/2024	\$695,000	☒	Maintenance
		☒	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$1,090,000	☒	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

Flooding occurs in the system during the 10 year storm event including S Second Street, Howard Street and at E Sixth Street and S Blaine Street. Large segments of the existing pipe are constructed of corrugated metal and are near end of life. The project will decommission the existing stormwater pipes (shown in green below) and construct a new 24" stormwater mainline (shown in red) along S Blaine and E Second Streets. Sections of the existing piping system will also be upsized to convey existing and future flows (shown in gold). This project will also include the storm system adjacent to 99W and the Second Street Parking Lot.

Due to funding constraints, the project is scheduled to be constructed in phases over several fiscal years. The first two phases of construction are complete.

PROPOSED FUNDING SOURCES:

This project is funded by the stormwater utility fee and a small amount of system development charges.

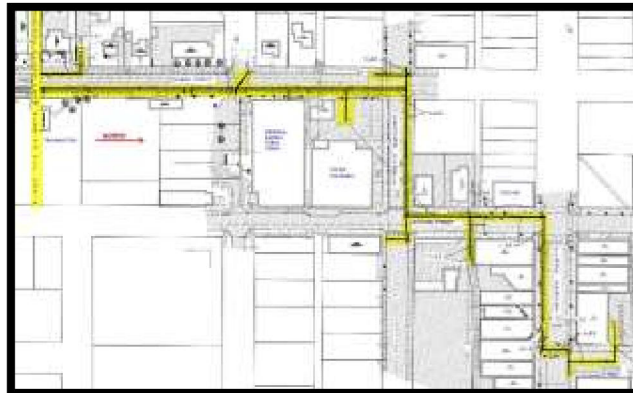


FIGURE 12 STORMWATER UTILITY LINES

Stormwater Program

800 Block of NE Wynooski Street

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$90,000	☒	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$90,000	☐	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

The current pipe and outfall have severely eroded the area east of NE Wynooski Street. This project would extend the outfall further down the slope to reduce erosion.

PROPOSED FUNDING SOURCES:

This project will be paid for out of utility rates.



FIGURE 13 CURRENT PIPE AND OUTFALL

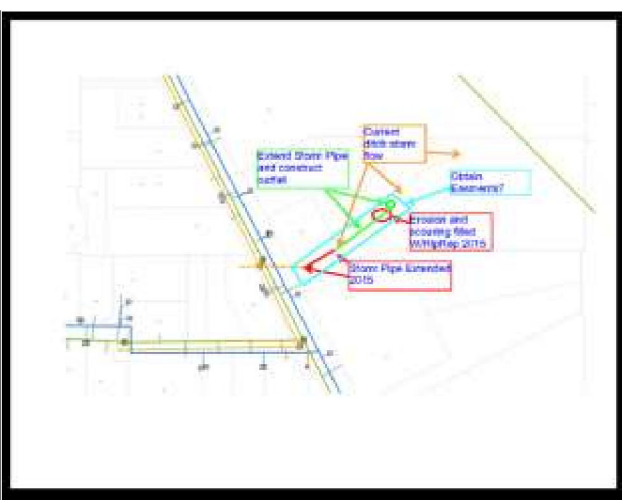


FIGURE 14 PROPOSED PLAN

Stormwater Project

Update the Stormwater Master Plan

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$100,000	☐	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☐	Maintenance
		☒	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$100,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

As the Riverfront Master Plan is developed, the recommendations from the adopted plan will need to be incorporated into the Stormwater Master Plan. Additionally, the existing Stormwater Master Plan was adopted in 2014, Ordinance indicates that it should be updated not less than every 5 years.

PROPOSED FUNDING SOURCES:

This project will be paid for by the stormwater rate revenue.



FIGURE 15 STORMWATER MASTER PLAN

Wastewater Projects

The Wastewater Program provides planning, design and construction of improvements for the City's public wastewater utility system. This program area includes the lift stations, wastewater treatment plant, and wastewater collection and conveyance system.

The following project list was developed from the 2018 Wastewater Master Plan and other associated studies, while considering the available funds from the wastewater utility rates and system development charges.

Wastewater Program

Dehydration Unit Burner Rebuild

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2021/2022	\$74,000	☐	Safety/Liability
		☐	Council Goals
2022/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$74,000	☐	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

The dehydration unit at the Waste Water Treatment Plant is used to dry sawdust for our composting process. The burner on the dehydration unit provides the heat for drying the sawdust, and typically runs around 1,400 degrees. The burner is a steel tower structure that is filled with fire brick on the inside to protect the steel from the high heat environment. The rebuild involves removing all the existing brick, stacking new brick and installing a coating over the top of it which reduces the erosion of the brick and extends the life. The Dehydration Unit went online in December 2009, the burner had to be rebuilt in 2012 as it did not originally include protective coating. Based upon the most recent inspection in 2018, it is still in good condition.

PROPOSED FUNDING SOURCES:

This project will be paid by the wastewater rate revenue.



FIGURE 16 DEHYDRATION UNIT BURNER BEFORE AND AFTER CONDITION

Wastewater Program

Oxidation Ditch Rotor Replacements

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$85,000	☒	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$85,000	☐	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

There are a total of 8 brush rotor aerators in our two oxidation ditches at the Wastewater Treatment Plant. The brush rotors are key in mixing and aeration of the wastewater, enabling the bacteria to complete their work. This project involves replacing the remaining 7 original rotors which have been in operation since the plant startup in 1987. These rotors are 30 years old as of 2017, have an expected 25-30 year lifespan, and we experienced our first rotor failure in 2015. All of the rotors are inspected annually and will be replaced based on the need determined by those inspections.

PROPOSED FUNDING SOURCES:

This project will be paid for by the wastewater rate revenue.



FIGURE 17 OLD ROTOR (LEFT) NEW ROTOR (RIGHT)

Wastewater Program

Fernwood and Creekside Lift Station Coatings

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$160,000	☒	Safety/Liability
		☒	Council Goals
2020/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$160,000	☐	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

This project is to fix inflow and infiltration (I/I), concrete corrosion, and grout problems at these two lift stations. The project will involve bypass pumping around each station for a period of time for cleaning of the wetwell and applying the coating material. In addition to solving the above issues, it will also provide for much easier cleaning and maintenance as there will no longer be a porous surface for the grease and debris to attach to.

PROPOSED FUNDING SOURCES:

This project will be paid by the wastewater rate revenue funds.



FIGURE 18 INFLOW & INFILTRATION AT THE FERNWOOD & CREEKSIE LIFT STATION

Wastewater Program

Sawdust Bays at the Wastewater Treatment Plant

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$372,000	☒	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$372,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

The current compost cure bay setup is configured to allow us to use three (3) of the covered storage bays as curing bays. They are equipped with blowers and temperature probes that enable us to use them as cure compost to meet our class A temperature requirements. The sawdust currently fills the two remaining bays of the five total bays available. The sawdust needs to be in 2 bays to protect it from the weather, but also to allow us to turn over our sawdust supply and reduce the risk of fires. This additional 4 bay structure will allow us to move the sawdust over closer to where we use it, will provide us an additional 2 bays that we can use for compost curing, and still leave us two additional bays to use to keep either recycled compost or sale compost dry during the winter.

PROPOSED FUNDING SOURCES:

This project will be paid by the wastewater rate revenue funds.



FIGURE 19 EXISTING CURING BAYS

PROJECT SUMMARY SHEET

PROJECT DESCRIPTION:

This year's projects are mainline lining, rehabilitation of manholes, and replacement of a few laterals. The projects for next year include: S River from E Fourth to E Second, Church from E Second to E Third, and Howard from East Third to E Sixth.

PROPOSED FUNDING SOURCES:

[illegible]

31

Wastewater Program

Operations Remodel Project

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$425,000	☐	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	\$500,000	☐	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$925,000	☒	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

The existing treatment plant administration building was constructed in 1987 has a lot of underutilized space. The proposed remodel will allow for staff work stations and a staff Lunch and meeting room other than utilizing the main conference room as well as a small conference room and additional office space.

PROPOSED FUNDING SOURCES:

This project is funded through the wastewater funds.

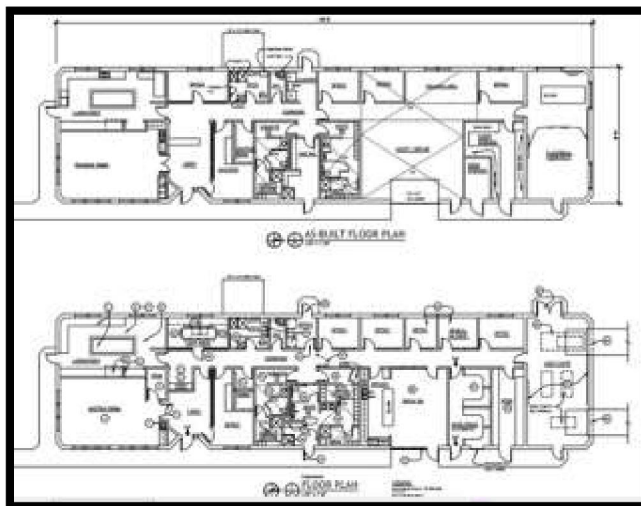


FIGURE 21 PUBLIC WORKS OPERATION REMODEL PRELIMINARY SKETCH

Wastewater Program

Existing Oxidation Ditches

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$265,000	☒	Safety/Liability
		☐	Council Goals
2020/2024	\$601,000	☒	Maintenance
		☒	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$866,000	☒	Cost Reduction
		☒	Future Capacity

Click here to enter text.

PROJECT DESCRIPTION:

The two existing oxidation ditches were constructed in 1987 and need rehabilitation work to remain in service. Rehabilitation to oxidation ditch #2 was completed summer of 2017. Only one ditch can be offline at any one time, therefore, ditch #1 will be under construction in summer of 2020.

PROPOSED FUNDING SOURCES:

This will be paid for out of wastewater rate and system development charge funds.



FIGURE 22 OXIDATION DITCH

Wastewater Program

Roofing Replacement at the Wastewater Treatment Plant

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$159,000	☒	Safety/Liability
		☐	Council Goals
2022/2024	\$159,000	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$318,000	☒	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

The maintenance of roofs and gutters on the existing buildings at the 1980's treatment plant buildings was deferred by prior administrations. The building roof and gutter replacements completed to date include: compost mixing building, and the effluent building. The next in line for replacement is the operations building which will coincide with the remodel of that building, and will be followed by roofs on the secondary building, and compost tunnels in future years.

PROPOSED FUNDING SOURCES:

This will be paid for out of wastewater rate funds.



FIGURE 23 ROOF MAINTENANCE AT WASTEWATER TREATMENT PLANT

Wastewater Project

Secondary Clarifier Re-rating Study

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$64,000	☐	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☒	Maintenance
		☒	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$64,000	☒	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

The recommendation for this study was made in the 2018 Wastewater Master Plan Update. Currently our clarifiers are working well, and are able to handle the peak flow events that we see a few times a year. The clarifiers are rated for 1,200 gallons per day per square foot, which is an old industry standard, and based on the loading on these clarifiers during these occasional peak flow events we would need to add additional clarifier capacity soon. This project would allow us to increase the allowable loading on the clarifiers and delay the need for additional clarifiers.

PROPOSED FUNDING SOURCES:

This project will be paid by the wastewater rate revenue and 22% SDC funds.



FIGURE 24 EXISTING CLARIFIER

Wastewater Project

Compost Sale Pile Cover

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$159,000	☐	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$159,000	☒	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

This project is to install a cover over the compost that accumulates over the winter months on our sale pile. There are several benefits to covering this compost. The first is to prevent the rain from washing solids out of the compost pile and back into the plant, which then requires us to send those solids back through the treatment process. The second is that it would provide a higher quality product for our customers that come in during the spring, which is our busiest time of year for compost sales. A third potential benefit is that some of this dry compost could be used for dry recycle during the wet months and allowing us to increase our composting efficiency in the winter months when dry recycle is hard to come by.

PROPOSED FUNDING SOURCES:

This project will be paid by the wastewater rate revenue funds.

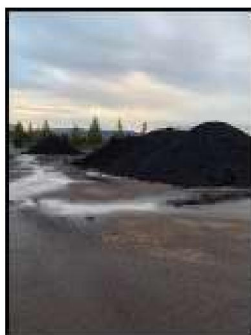


FIGURE 25 COMPOST PILE



FIGURE 26 EXAMPLE OF COVER

Wastewater Program

E Sixth Street Rehabilitation

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$300,000	☒	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☒	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$300,000	☐	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

The existing pipe in E Sixth Street is 70-80 years old. The pipe is made of clay and the manholes are brick. The project is to replace the section between S School and S Columbia Streets. E Sixth Street will be paved in the summer of 2020.

PROPOSED FUNDING SOURCES:

This project will be funded by the wastewater rate funds.

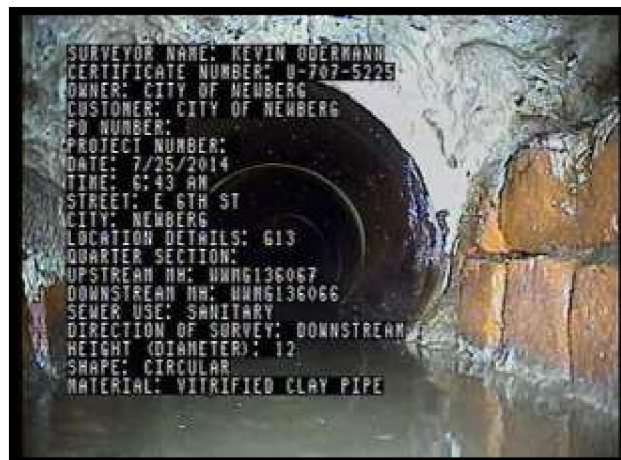


FIGURE 27 PIPE MADE OUT OF CLAY

Wastewater Program

Programmable Logic Controller Study and Replacement

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2020/2021	\$1,640,000	☒	Safety/Liability
		☐	Council Goals
2021/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$1,640,000	☒	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

The Programmable Logic Controller (PLC) is the system which provides the ability to run the treatment plant in an automatic mode. The Siemens PLC was installed in the late 1990's and is nearing its life expectancy. The PLC which we currently use is no longer being made by Siemens. Currently we are relying on a 3rd party to support the PLC but they could stop production at any time making our system obsolete. We will first look at all of the options and then come back to purchase the new system.

PROPOSED FUNDING SOURCES:

This project will be funded using the wastewater rate funds.



FIGURE 28 PCL

PROJECT SUMMARY SHEET

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Wastewater Project

Lift Station Short Term Improvements

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2022/2023	\$110,000	☒	Safety/Liability
		☐	Council Goals
2023/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$110,000	☐	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

This project includes minor improvements to Charles, Chehalem, Creekside, Fernwood, Highway 240, and Sheridan lift stations. Examples of the improvements include; adding safety grating to valve vaults, installing bollards for traffic protection, installing additional fencing to stations that don't have it, repainting of building doors, and replacing heaters and heat taping for freeze protection, and various other improvement identified in the 2018 Wastewater Master Plan update.

PROPOSED FUNDING SOURCES:

Wastewater rate revenue funds and 1% SDC funds.



FIGURE 30 FERNWOOD VALVE VAULT



FIGURE 31 CHARLES LS WITHOUT BOLLARDS

Wastewater Project

WWTP Hydraulic Improvements

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2021/2022	\$500,000	☐	Safety/Liability
		☐	Council Goals
2022/2024	N/A	☒	Maintenance
		☒	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$500,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

Wastewater Treatment Plant (WWTP) Hydraulic Improvements are a group of projects to improve the hydraulic flow through the WWTP that were identified in the 2018 Wastewater Master Plan update. They include modifications to the clarifier distribution box, the effluent weirs, and installation of a second (parallel) pipe from the clarifier effluent to the chlorine contact basin.

PROPOSED FUNDING SOURCES:

Wastewater rate revenue along with 14% SDC funds.



FIGURE 32 INSTALLATION OF A SECOND (PARALLEL) PIPE FROM THE CLARIFIER EFFLUENT TO THE CHLORINE CONTACT BASIN

Wastewater Project

Upper Portion of Hess Creek Trunk Line

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$1,060,000	☒	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☒	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$1,060,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

This project is C1.A in the 2018 Wastewater Master Plan update and is priority project. Currently the access to Hess Creek is limited and undersized in some locations. This project will line the upper portion of the Hess Creek trunk line to reduce I/I influence and extend the life of the pipe. Flow monitoring will also be implemented after the lining to inform the design phase of Hess Creek Phase 2.

PROPOSED FUNDING SOURCES:

This project will be funded by the wastewater rate revenue and 2% SDC funds.



FIGURE 33 HESS CREEK TRUNK LINE

Wastewater Project

Parallel Line to Lower Portion of Hess Creek Trunk Line

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2023/2024	\$2,390,000	☒	Safety/Liability
		☐	Council Goals
N/A	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	\$1,850,000	☒	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$4,240,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

This project is C1.b in the 2018 Wastewater Master Plan Update and is a priority project. The limits of this project are from E Fulton to the Wastewater Treatment Plant. This project will construct a gravity main line parallel to Hess Creek Canyon and reduce the flow going into the trunk line. The new lift station in the Phase 3 project will discharge to this new pipe.

PROPOSED FUNDING SOURCES:

This project will be paid for by the wastewater rate revenue and 2% SDC funds.

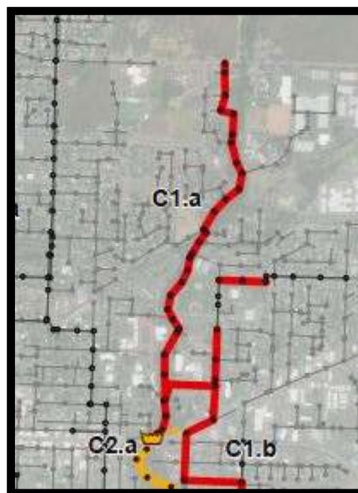


FIGURE 34 AREA OF E FULTON TO THE WASTEWATER TREATMENT PLANT

WASTEWATER PROJECT

W Pinehurst Court Wastewater

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2020/2021	\$300,000	☒	Safety/Liability
		☐	Council Goals
2021/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$300,000	☐	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

The 2018 Wastewater Master Plan identified this location as a possible overflow site due to the grade of W Pinehurst Court and the shallow wastewater line. The project (C1.d) will re-direct flow from W Pinehurst Court south to existing lines on W Creekside Court.

PROPOSED FUNDING SOURCES:

This project will be funded by the wastewater rate revenue.



FIGURE 35 AREA OF W PINEHURST CT TO W CREEKSIDE CT

Wastewater Project

Update the Wastewater Master Plan

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$100,000	☐	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☐	Maintenance
		☒	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$100,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

As the Riverfront Master Plan is developed, the recommendations from the adopted plan will need to be incorporated into the existing Wastewater Plan. Additionally, as a part of the 2018 Wastewater Master Plan adoption process the Council asked that the 'surcharge' definition be re-evaluated with the possible addition of necessary projects. Another special area to be re-analyzed is the Springbrook Basin, due to the I & I reductions seen in the area and the possibility of rerouting additional flow further east.

PROPOSED FUNDING SOURCES:

This project will be funded by the wastewater rate revenue.

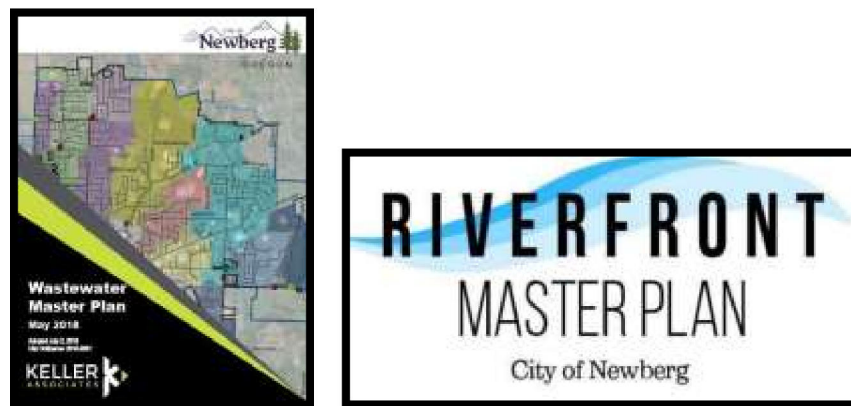


FIGURE 36 WASTEWATER MASTER PLAN

Water Projects

The Water Program provides planning, design and construction of improvements for the City's public water utility system. This program area includes the well field, storage reservoirs, water treatment plant, pump station, and water distribution system.

The following project list was developed from the 2017 Water Master Plan and other associated studies while considering the available funds from the water utility rates and system development charges. As we embark on the redundant water supply project and the water system resiliency study additional projects will be added to this list.

Water Program

Bell West Pump Station

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$1,026,000	☒	Safety/Liability
		☐	Council Goals
2020/2024	\$1,000,000	☐	Maintenance
		☐	Required per Regulation
Future Years	N/A	☒	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$2,026,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

The proposed pump station is needed to supply adequate fire flow and constant service pressure to the Zone 2 expansion area. Once the Bell Road Reservoir is constructed, this pump station will be used to supply a future reservoir.

Additionally, this project extend waterlines from N Terrace Drive to the intersection of N College and N Valley Road and then to the east down Bell Road. This will help supply water for future Zone 2 development.

PROPOSED FUNDING SOURCES:

This project will be funded for out of water rate revenue and system development charge funds.

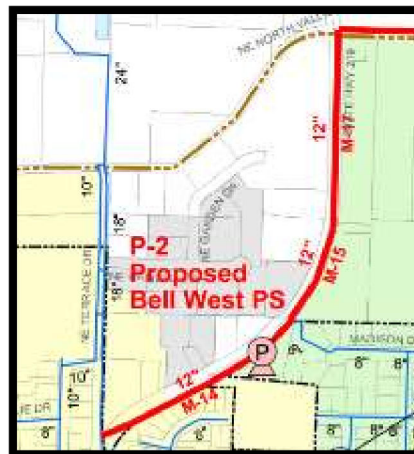


FIGURE 37 PROPOSED PUMP STATION SITE

Water Program

Decommission Wells #1 and #2

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$200,000	☒	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☐	Maintenance
		☒	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$200,000	☐	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

Wells #1 & #2 have reached the end of life and are not being utilized. This project would properly decommission the wells per state standards.

PROPOSED FUNDING SOURCES:

This will be paid for out of water rate and system development charge funds.

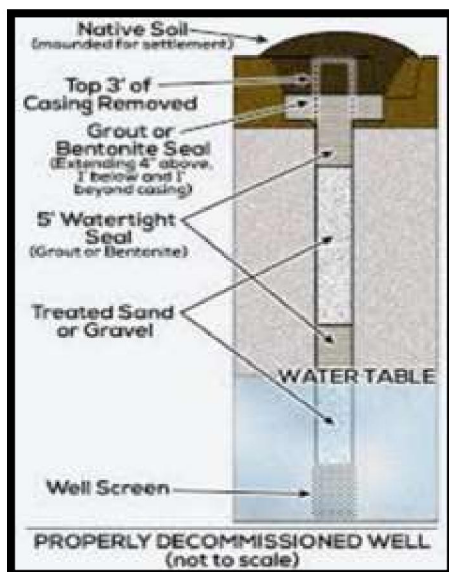


FIGURE 38 DECOMMISSION WELLS 1 & 2

Water Program

Downtown Fire Flow Project

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:
2020/2021	\$552,000	☒ Safety/Liability ☐ Council Goals
2021/2024	N/A	☐ Maintenance ☐ Required per Regulation
Future Years	N/A	☒ Coordinates with Larger Project ☒ Existing Capacity
Project Total	\$552,000	☐ Cost Reduction ☒ Future Capacity

PROJECT DESCRIPTION:

This project is to replace several non-looped sections of 1 and 2 inch diameter water mains along Hancock Street through downtown Newberg. Fire flow deficiencies occur in this area and the project will also improve fire hydrant spacing and coverage. This project will coordinate with the adopted 2016 Downtown Improvement Plan.

PROPOSED FUNDING SOURCES:

This project will be paid for out of water rate revenue and system development charge funds.

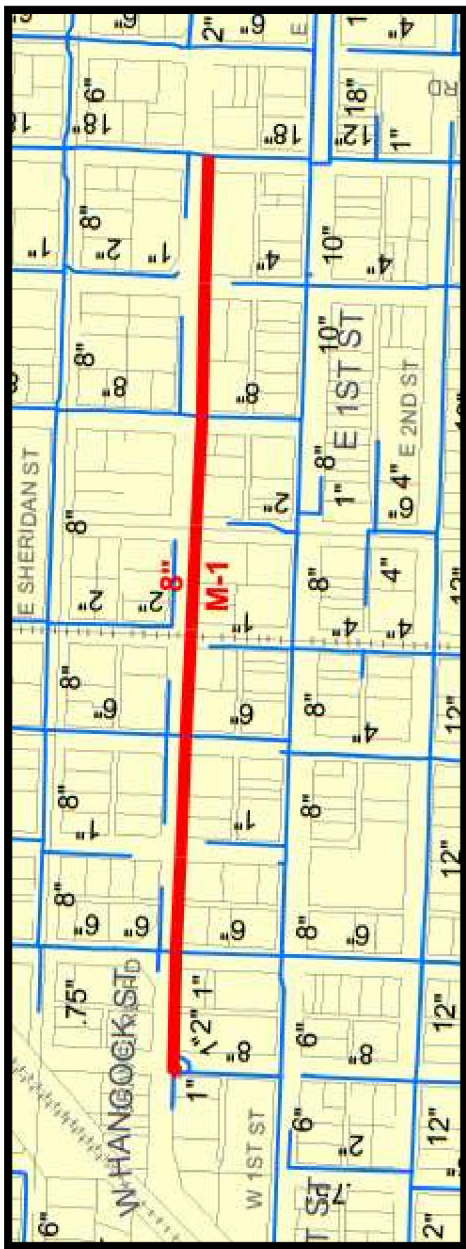


FIGURE 39 REPLACING DEFICIENT PIPE AND INADEQUATE FIRE HYDRANTS ON HANCOCK STREET

Water Program

Fixed Based Radio Read

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$371,000	☐	Safety/Liability
		☐	Council Goals
2020/2024	\$810,000	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$1,181,000	☒	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

The existing meter reading system requires that someone drive through the entire city to read the meters. The fixed based system will allow for the meters to be read from utility billing office in real time. This will cut down on labor costs and could detect a leak sooner. Rate payers will also have the ability to gain access to hourly real-time and historical water use information. Operations and treatment plant staff have access to real time data.

PROPOSED FUNDING SOURCES:

This project will be paid for out of water rate and SDC funds.

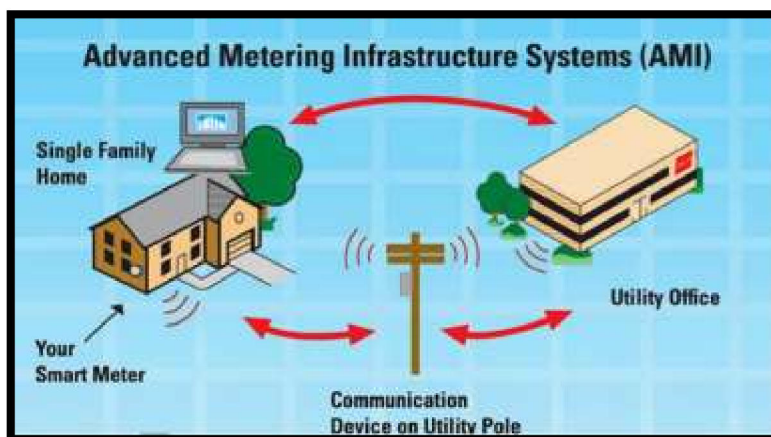
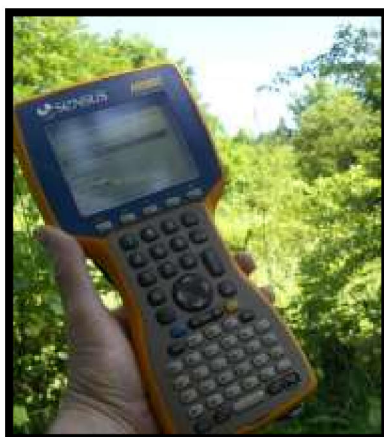


FIGURE 40 READING METERS CURRENTLY (LEFT) VS ADVANCED WATER METERING READING INFRASTRUCTURE SYSTEM (RIGHT)

Water Program

George Fox Fire Flow

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$233,000	☒	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☒	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$233,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

The water modeling in the recent master plan update revealed that this area has a fire flow and pressure deficiency under existing conditions and future growth. The installation of 1410 lineal feet of 8" waterlines will address this deficiency.

PROPOSED FUNDING SOURCES:

This will be paid for out of water rate revenue and SDC funds.

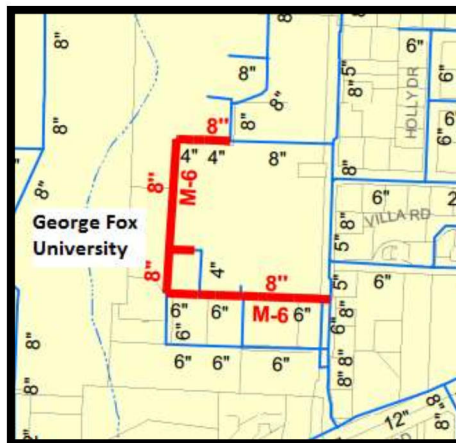


FIGURE 41 FIRE HYDRANT WATER FLOW

Water Program

Redundant Supply

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$487,000	☒	Safety/Liability
		☒	Council Goals
2020/2024	\$3,428,000	☐	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$3,915,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

The City's current water supply is the well field on the south side of the Willamette River. To address supply vulnerability and long-term water resiliency, per the water system master plan the City should pursue another source north of the River. The redundant supply should have an approximate capacity of 2 million gallons per day. This project would include water rights, exploration, property acquisition and potentially the construction of a secondary treatment plant.

PROPOSED FUNDING SOURCES:

This will be paid for out of water rate revenue and SDC funds.



FIGURE 42 EXPLORING FUTURE WATER SUPPLY

Water Program

Seismic Resiliency Project

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$185,000	☒	Safety/Liability
		☒	Council Goals
2020/2024	N/A	☒	Maintenance
		☒	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$185,000	☒	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

This project will evaluate the seismic resiliency of the entire water system and evaluate the seismic hazards of the existing water treatment plant using the latest seismic modeling for a Cascadia subduction zone earthquake. This will help the city's water system become more resilient in the case of major seismic event.

PROPOSED FUNDING SOURCES:

This will be paid for out of both water rate and SDC funds.



FIGURE 43 WATER TREATMENT FACILITY SEISMIC RESILIENCY

Water Program

Vittoria Square Fire Flow

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:				
2019/2020	\$147,000	☒	Safety/Liability	☐	Council Goals	
2020/2024	N/A	☐	Maintenance	☐	Required per Regulation	
Future Years	N/A	☒	Coordinates with Larger Project	☒	Existing Capacity	
		☐	Cost Reduction			
Project Total	\$147,000	☒	Future Capacity			

PROJECT DESCRIPTION:

The recent water master plan update revealed that this area has a fire flow and pressure deficiency under existing conditions and future growth. The installation of 600 lineal feet of 8” waterlines will address this deficiency.

PROPOSED FUNDING SOURCES:

This will be paid for out of water rate revenue and SDC funds.



FIGURE 44 EXPANDING WATERLINE TO ELIMINATE DEFICIENT WATER FLOW AND FOR FUTURE GROWTH

Water Program

W Illinois Fire Flow

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$141,000	☒	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☐	Maintenance
		☐	Required per Regulation
Future Years	N/A	☒	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$141,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

The 2017 Water Master Plan update revealed that this area has a fire flow and pressure deficiency under existing conditions and future growth. The installation of an 8" waterline connecting with the existing waterline in NE Chehalem Drive south of Hwy 240 will address this deficiency.

PROPOSED FUNDING SOURCES:

This will be paid for out of water rate revenue and SDC funds.



FIGURE 45 EXPANDING WATERLINE TO ELIMINATE WATER DEFICIENCY AND FOR FUTURE GROWTH

Water Program

Water Rights Review, Reconfiguration and Water Management Conservation Plan

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$45,000	☐	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☐	Maintenance
		☒	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$45,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

This project is intended to take a comprehensive view of our existing water rights, make sure they are correctly proportioned and reconfigure if necessary. The water right work will be used in our update of our required Water Management Conservation Plan the following year.

PROPOSED FUNDING SOURCES:

This will be paid for out of water rate and SDC funds.

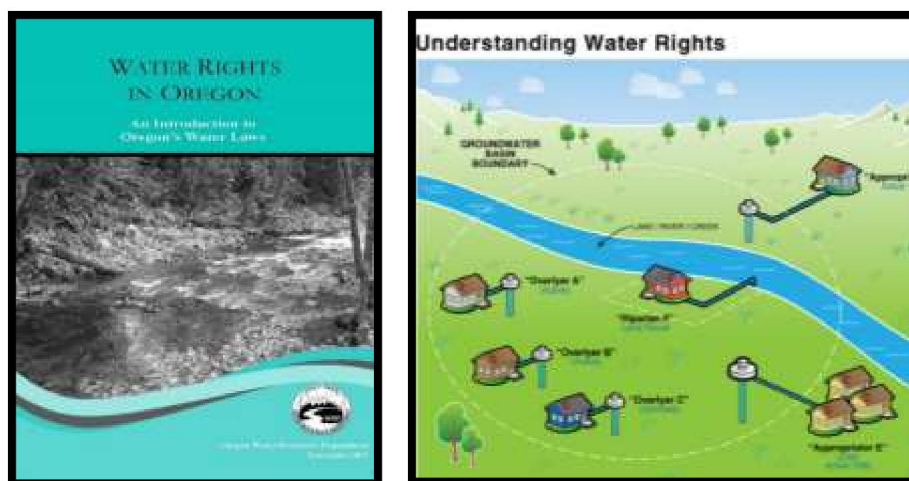


FIGURE 46 COMPREHENSIVE STUDY OF THE CITY'S EXISTING WATER RIGHTS

Water Program

Bell East Pump Station

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2022/2023	\$840,000	☒	Safety/Liability
		☐	Council Goals
2023/2024	\$865,000	☐	Maintenance
		☒	Required per Regulation
Future Years	\$900,000	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$2,605,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

This project is in the 2017 Water Master Plan and is needed as development occurs north of and along Zimri Drive.

PROPOSED FUNDING SOURCES:

This project will be funded by SDC funds.



FIGURE 47 WATERLINE

Water Program

Fire Flow - Various

PROJECT SUMMARY SHEET

Fiscal Year		Costs	Criteria Met:
2021/2022	\$481,000	☒	Safety/Liability
		☐	Council Goals
		☒	Maintenance
2022/2024	\$442,000	☐	Required per Regulation
		☐	Coordinates with Larger Project
Future Years	N/A	☒	Existing Capacity
		☐	Cost Reduction
Project Total	\$923,000	☐	Future Capacity

PROJECT DESCRIPTION:

There are several more fire flow upgrades projects noted in the 2017 Water Master Plan. The priorities will be decided based on other projects and opportunities.

PROPOSED FUNDING SOURCES:

These projects will be funded by the SDC and water rate funds.

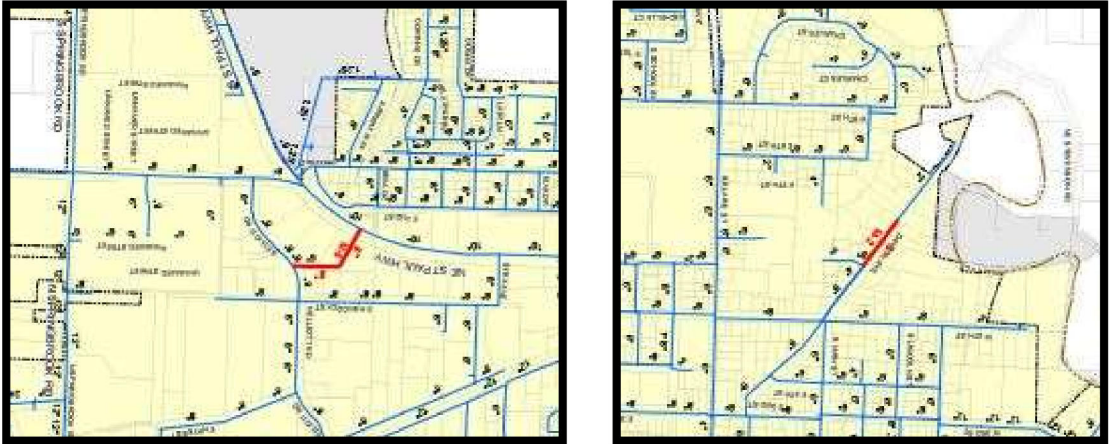


FIGURE 48 FIRE FLOW UPGRADES

Water Project

North Valley Reservoir Driveway

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2021/2022	\$218,000	☒	Safety/Liability
		☐	Council Goals
2022/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$218,000	☒	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

The access to the North Valley Reservoirs is currently gravel and has drainage issues. This project would correct the drainage issues and pave the access to allow the City to access this important asset in all-weather situations.

PROPOSED FUNDING SOURCES:

This project will be funded by water rate revenue.



FIGURE 49 NORTH VALLEY RESERVOIR ACCESS ROAD

Water Project

Routine Water Main Replacement

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$318,000	☒	Safety/Liability
		☐	Council Goals
2021/2024	\$460,000	☒	Maintenance
		☐	Required per Regulation
Future Years	\$100,000-200,000/year	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$966,000	☒	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

As existing pipes age and reach the end of life, they need to be replaced. It is better to replace pipes on a routine basis than as an emergency repair.

PROPOSED FUNDING SOURCES:

This project will be funded by water rate revenue.



FIGURE 50 CITY WATER SERVICE

Water Project

Update the Water System Plan

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$50,000	☒	Safety/Liability
		☐	Council Goals
2020/2024	\$200,000	☐	Maintenance
		☒	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☒	Existing Capacity
Project Total	\$250,000	☐	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

As the Riverfront Master Plan is adopted, the recommendations from that plan will need to be incorporated into the 2017 Water Master Plan. Additionally, per OAR Chapter 333, Division 061-0060(5)(a)(J) the City is required to update the Water Master Plan every five years for resiliency reasons.

PROPOSED FUNDING SOURCES:

Water monthly revenue and system development charges.



FIGURE 51 WATER MASTER PLAN

Water Project

Water Treatment Plant Filter Covers

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2020/2021	\$164,000	☒	Safety/Liability
		☐	Council Goals
2021/2024	N/A	☒	Maintenance
		☒	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$164,000	☒	Cost Reduction
		☐	Future Capacity

PROJECT DESCRIPTION:

There may be a need to cover the treatment plant filters to meet State requirements for contact time. This project would need to determine the requirements, design and then construct the necessary covering.

PROPOSED FUNDING SOURCES:

This project will be funded by the water rate revenue.



FIGURE 52 WATER FILTER COVERS

Water Project

Water Treatment Plant Property Purchase PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:	
2019/2020	\$500,000	☐	Safety/Liability
		☐	Council Goals
2020/2024	N/A	☒	Maintenance
		☐	Required per Regulation
Future Years	N/A	☐	Coordinates with Larger Project
		☐	Existing Capacity
Project Total	\$500,000	☒	Cost Reduction
		☒	Future Capacity

PROJECT DESCRIPTION:

There is a need to expand the Water Treatment Plant in the future for growth and increased treatment requirements. The City has determined that approximately 2 acres adjacent to the existing plant would be the best alternative. This project would allow for this property purchase.

PROPOSED FUNDING SOURCES:

This project will be funded by the water rate revenue.



FIGURE 53 WEST ROCK PROPERTY PURCHASE SKETCH

Water Project

NE Zimri Drive Water Line

PROJECT SUMMARY SHEET

Fiscal Year	Costs	Criteria Met:
2023/2024	\$413,000	☐ Safety/Liability
		☐ Council Goals
N/A	N/A	☐ Maintenance
		☐ Required per Regulation
Future Years	N/A	☒ Coordinates with Larger Project
		☐ Existing Capacity
Project Total	\$413,000	☒ Future Capacity

PROJECT DESCRIPTION:

This project will extend a public water line in NE Zimri Drive to provide a water distribution line to serve the upper pressure zones in the City.

PROPOSED FUNDING SOURCES:

Water rate revenue and system development charges.

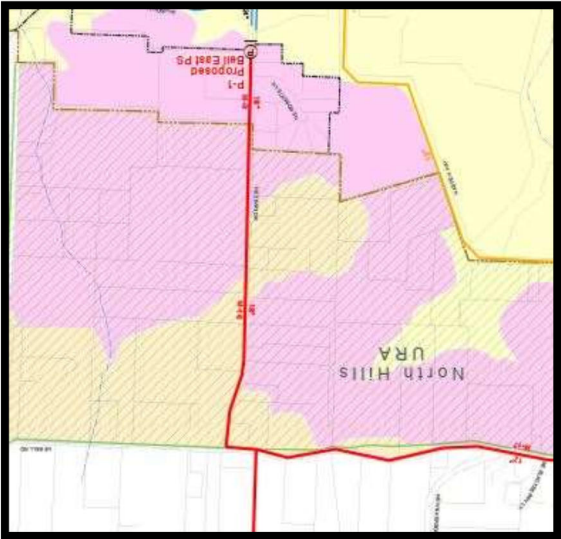


FIGURE 54 NE ZIMRI DRIVE

CAPITAL IMPROVEMENT PLAN

FISCAL YEAR 2019-2020

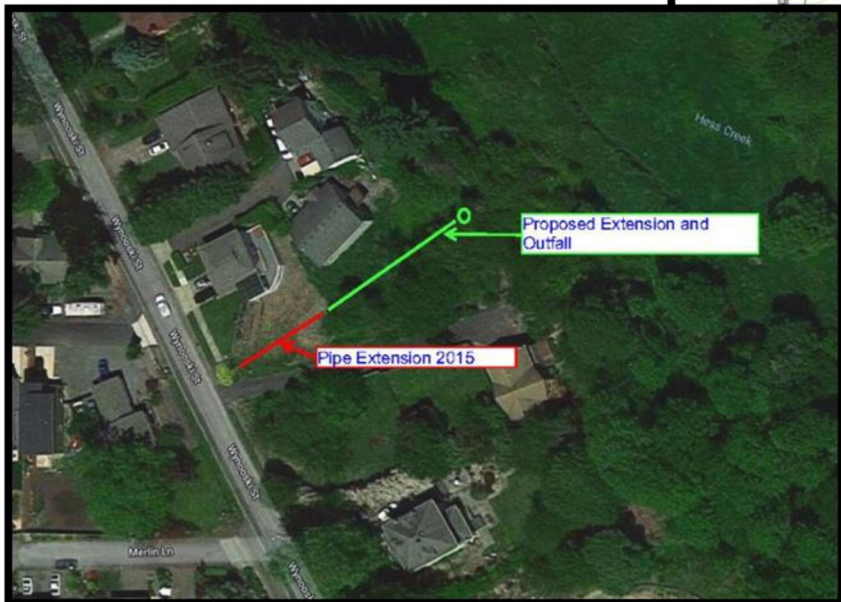
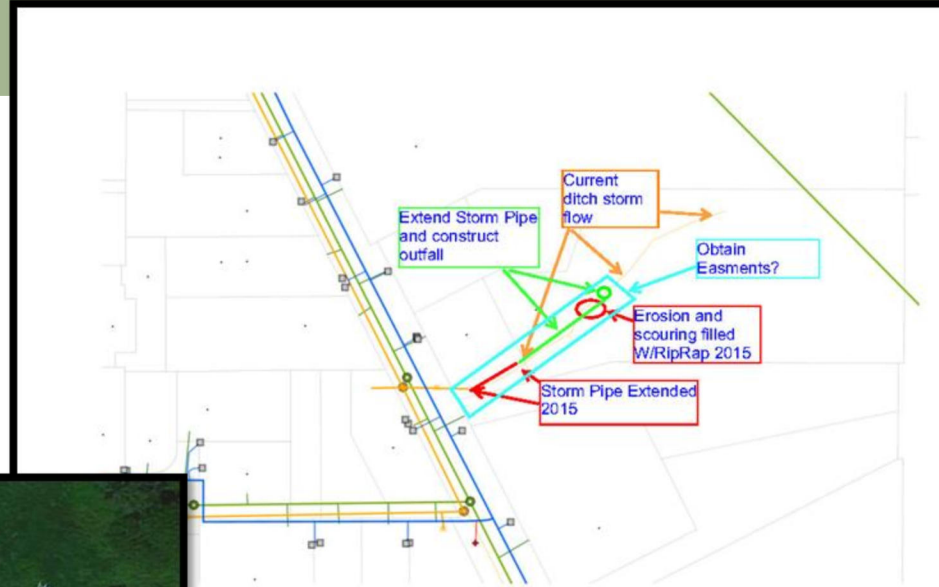
APRIL 1, 2019



UPDATE ON FY 18/19 PROJECTS

■ Inflow & Infiltration (I/I)	- Underway	■ College Street WL Relocation	- Underway
■ Fifth Street (Underground & Pavement)	- Completed	■ Maintenance Yard Improvements	- Underway
■ Dayton Ave Lift Station	- Completed	■ 800 Block W Wyooski Stormwater	- Underway
■ NE Chehalem Wastewater Extension	- Underway	■ Sixth Street Sewer Rehabilitation	- Underway
■ Lift Station Coatings	- Underway	■ PLC Study	- Underway
■ Oxidation Ditch Rotor Replacements	- Underway	■ E Crestview Drive	- Underway
■ Villa Road Improvements	- Complete	■ Pavement Preservation	- Underway
■ College Street Bike lanes and Sidewalks	- Underway	■ N Elliott Road	- Underway
■ Water Rights Review	- Underway	■ Water Management Conservation	- Underway
■ West Illinois Fire Flow	- Underway	■ George Fox Fire Flow	- Underway
■ NE Chehalem Water Extension	- Underway	■ Decommission Wells #1 & 2	- Postponed
		■ Redundant Supply Study	- Underway
		■ Seismic Resiliency	- Underway

800 BLOCK WYNOOSKI STORMWATER



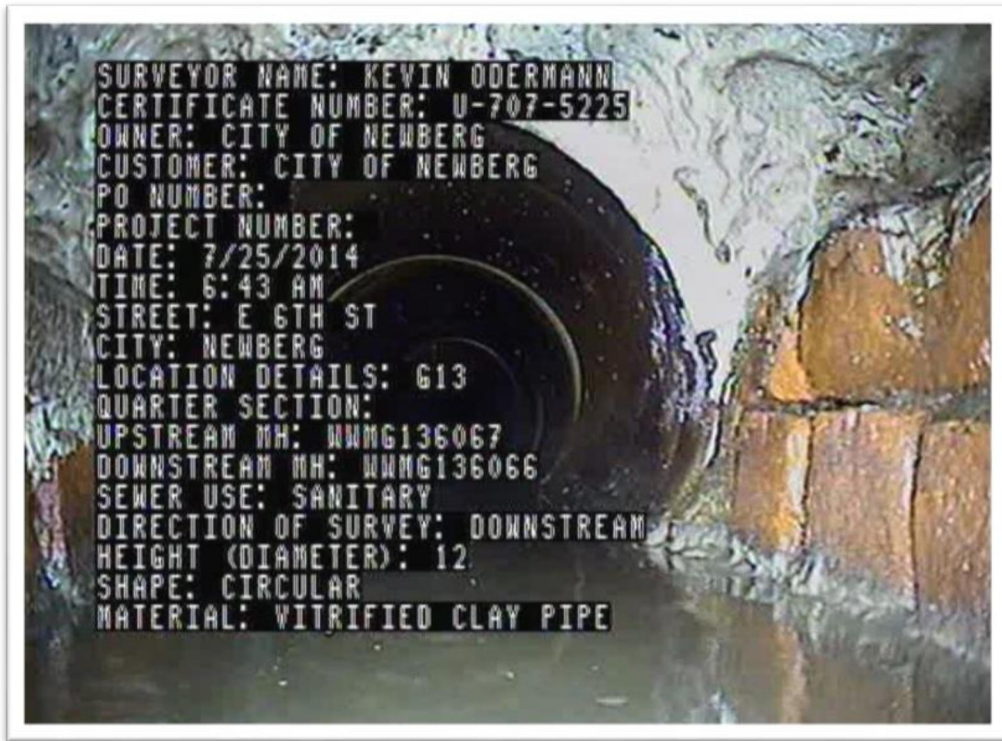
- The current pipe and outfall severely eroded the area east of Wynooski.
- This project would extend the outfall further down the slope to reduce the erosion.
- FY19/20 = \$90,000₃

INFLOW & INFILTRATION (I & I)

- Reduce peak flows to the Wastewater Treatment Plant
- Delay capacity related pipeline projects
- N Springbrook Basin prior years
- 2nd, 3rd, Church Street this year
- Projects prior to paving
- Fiscal Year 2019/2020 = \$636,540



SIXTH STREET REHABILITATION



- This pipe is 70 – 80 years old
- Made of clay and the manholes are brick
- Blaine – River Street
- #2 project on the Inflow & Infiltration list
- Total project cost = \$600,000

NE CHEHALEM WASTEWATER EXTENSION

- Properties along NE Chehalem Drive are starting to develop.
- There are no existing public wastewater line in the area.
- An extension from the current terminus in Hwy 240 across the bridge up to Columbia Drive will allow for a more orderly development (~2800 lineal feet).
- Constructed with the NE Chehalem Drive waterline project.
- Main source of funding is system development charges.
- Total Project Cost = \$1,000,000.



LIFT STATION COATINGS

- Coating of existing lift stations help with Inflow & Infiltration issues.
- Fernwood Lift Station - \$100,000
- Creekside Lift Station - \$100,000
- This would happen over a 2 year period.
- Total cost = \$200,000



HESS CREEK TRUNK LINE

- This project is noted as 'C1.A' in the 2018 Wastewater Master Plan Update and is a priority project.
- Currently the access to Hess Creek is limited and undersized in some locations.
- This project will line the upper portion of the Hess Creek trunk line to reduce Inflow & Infiltration influence and extend the life of the pipe.
- Total project cost = \$1,060,000



PAVEMENT REHABILITATION



- Fiscal Year 2019/2020 = \$1,700,000
- Fifth Street from Meridian St to River St
- Melody Ln from Prospect to N College St
- Brutscher Street from Hayes St to Highway 99W
- Foothills Drive from N. College St to Aldersgate Dr
- Second Street from Parkview Dr to Everest Rd
- Third Street from Church St to Everest Rd
- Church Street from First St to Third St
- Meridian Street from Pinehurst Dr to Crestview Dr
- Fifth Street from Dayton Ave to Blaine St

ADA IMPROVEMENTS

- The 2007 ADA/Pedestrian/Bike Plan was incorporated into the 2016 Transportation System Plan.
- Critical Routes were identified in that plan and are the priority routes
- Over 86,000 feet of sidewalks and over 200 new ADA ramps have been constructed since 2007.
- Additional sidewalks and ramps need to be installed.
- Fiscal Year 2019/2020 has \$27,000 with increasing amounts in later years.



E CRESTVIEW DRIVE HIGHWAY 99W TO SPRINGBROOK RD

- An important transportation link to the north portion of the City.
- Includes curbs, gutters, bike lanes, sidewalks, replacement of existing substandard roadway segments, water, nonpotable water stormwater and wastewater facilities.
- \$2,660,900 is City's share; \$740,000 from State; \$3,160,000 from Developers
Total Cost = \$5,000,000
- JT Smith & Springbrook Properties are partners.



COLLEGE STREET BIKE LANES & SIDEWALKS

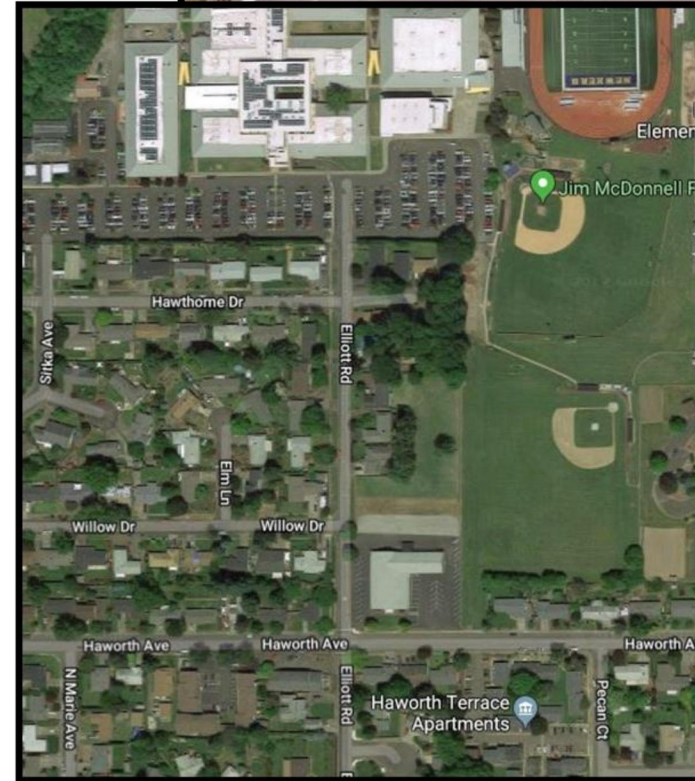


College Street looking North

- Aldercrest to Foothills.
- Extend the sidewalks and bike lanes on the west side of the road.
- College Street water line relocation will be constructed ahead of this project.
- Most of the funding is through ODOT's STP program.
- Fiscal Year 2018/2019 cost = \$200,000
- Total City Cost = \$300,000

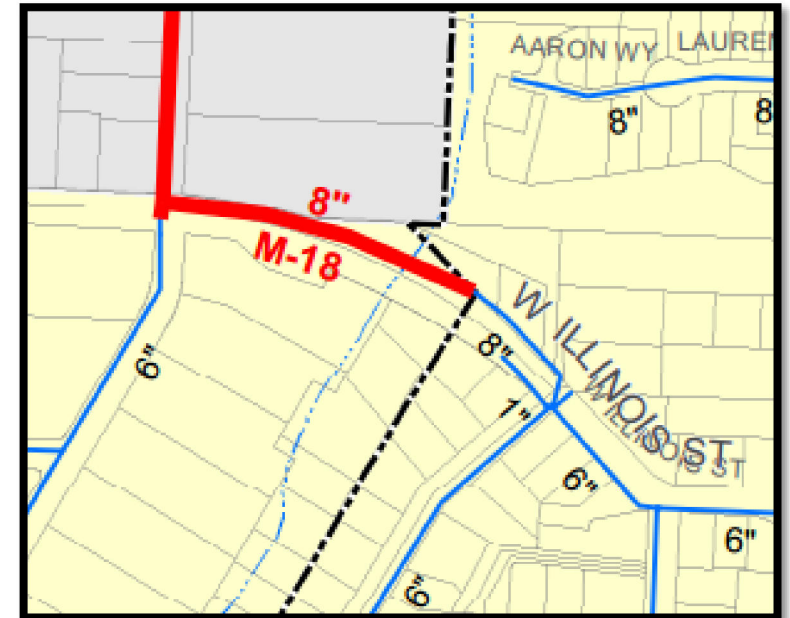
N ELLIOTT ROAD

- This is the main entrance into the High School.
- There are substandard bike and pedestrian facilities on this roadway.
- There is no public drainage system on N Elliott Road resulting in frequent ponding.
- Total project cost = \$ 1,965,220



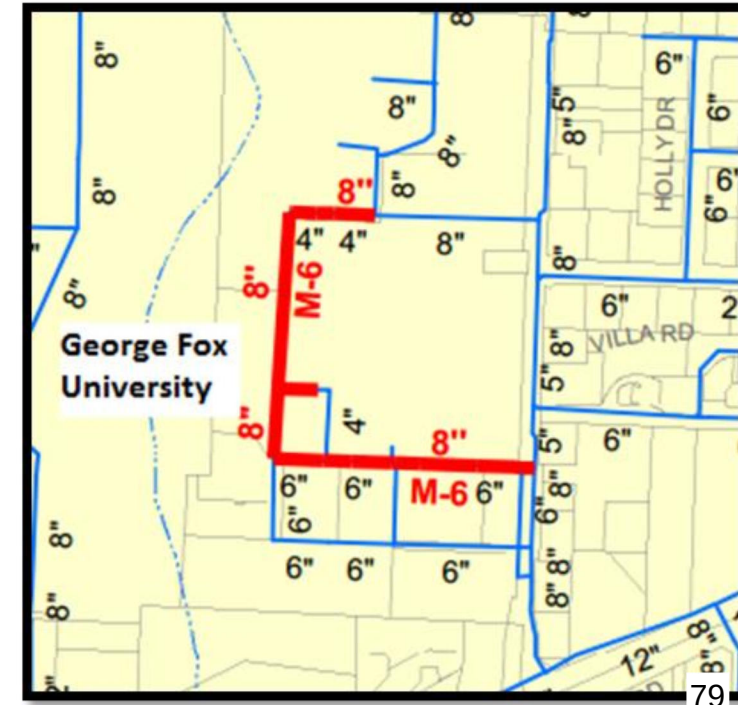
W ILLINOIS FIRE FLOW PROJECT

- This area of the City has existing 6" water lines.
- The new Water Master Plan shows that the fire flow in this area do not meet the current standards.
- New 8" water mains will solve this issue.
- Construct with the Chehalem Water & Wastewater Extension.
- Total Cost = \$165,000

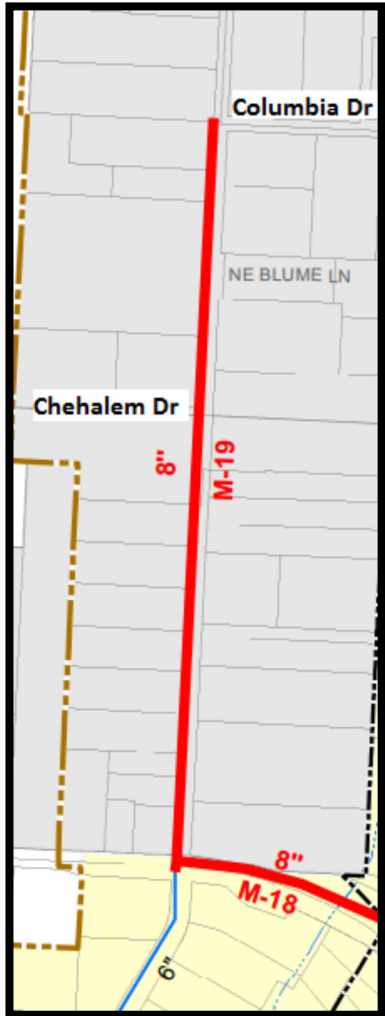


GEORGE FOX FIRE FLOW PROJECT

- This area of the City has existing 4" and 6" water lines.
- The new Water Master Plan shows that the fire flow in this area that do not meet current standards.
- New 8" water mains will solve this issue.
- Total Cost = \$346,000



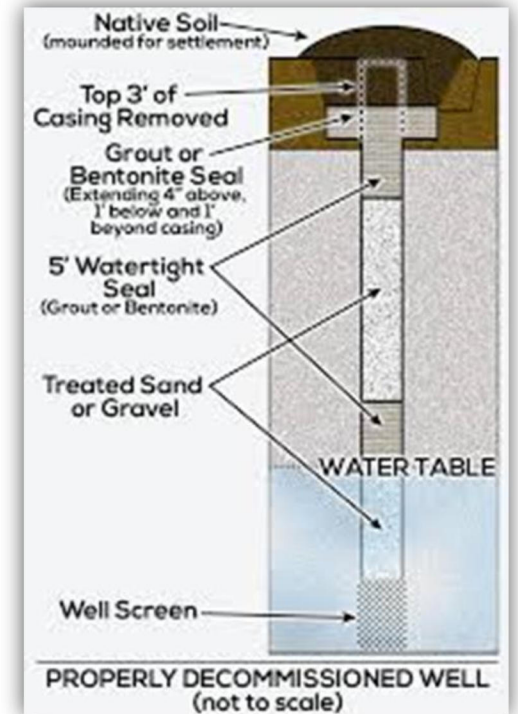
NE CHEHALEM WATER EXTENSION



- Properties along NE Chehalem Drive are starting to develop.
- There is no existing public waterline in the area.
- An extension from the current terminus in Hwy 240 across the bridge to NE Chehalem Drive.
- Constructed with the NE Chehalem Drive wastewater line extension and the West Illinois Fire Flow project.
- Total project cost = \$750,000 from water rates and system development charges

DECOMMISSION WELLS #1 & #2

- Wells #1 & #2 have reached end of life and are not being used.
- This project would properly decommission the wells per state standards.
- This project is on hold until the Water Rights review project is complete.
- Total project cost = \$100,000 per well.



COLLEGE STREET WATERLINE RELOCATION

- ODOT will be installing sidewalks and bike lanes on College Street from Aldercrest to Foothills.
- The City's existing waterline will need be relocated prior to the road construction.
- Total Cost = ~\$470,000

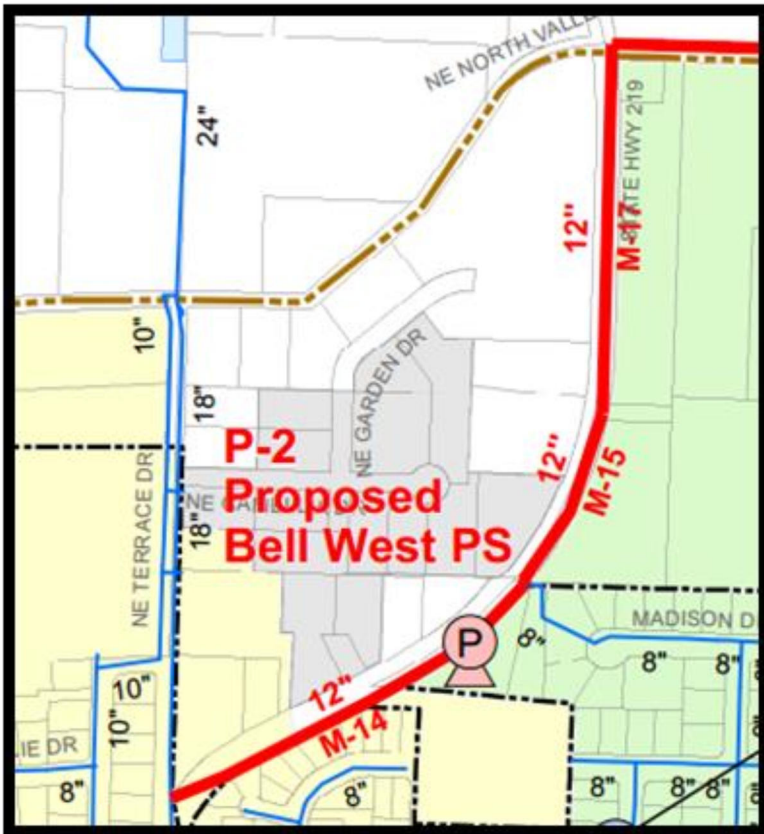


COLLEGE STREET VALVES

- One of the reasons for the massive amount of flooding in 2014 when the waterline broke was the lack of valves to shut the water off.
- This project would add valves in strategic locations to minimize future problems.
- This will be constructed with the waterline relocation project.
- Fiscal Year 2019/2020 cost = \$200,000



BELL WEST PUMP STATION



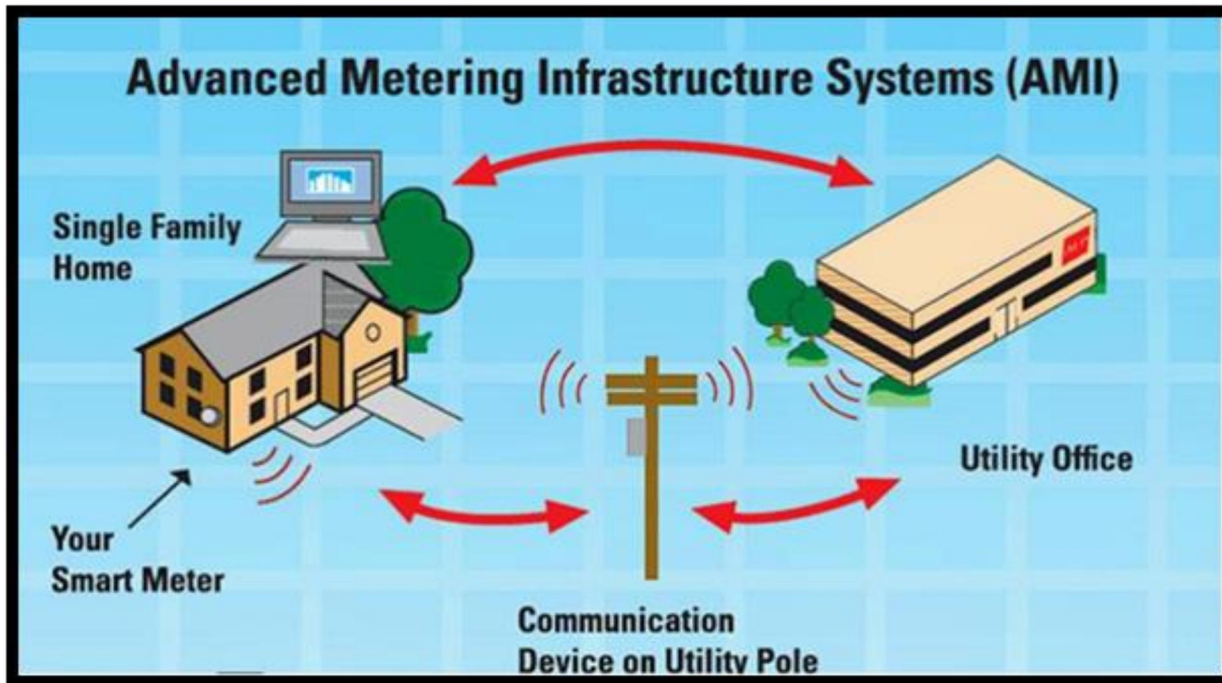
- The proposed pump station is needed to supply adequate fire flow and constant service pressure to the Zone 2 expansion area.
- Once the Bell Road Reservoir is constructed, this pump station will be used to supply a future reservoir.
- Additionally, this project extend waterlines from N Terrace Drive to the intersection of N College and N Valley Road and then to the east down Bell Road.
- Total project cost = \$2,026,000

VITTORIA SQ FIRE FLOW

- The 2017 Water Master Plan update revealed that this area has a fire flow and pressure deficiency under existing conditions and future growth.
- The installation of 600 lineal feet of 8" waterlines will address this deficiency.
- Fiscal Year 2019/2020 cost = \$147,000



FIXED BASE RADIO READ



- There are currently 6700 meters in the City.
- The existing meter reading system requires someone to drive throughout the entire city to read meters.
- The fixed based system will allow for the meters to be read from utility billing office in real time and should save money.
- Rate payers will also have the ability to gain access to hourly real-time and historical water use information.
- Operations and treatment plant staff have access to real time data.
- Total project cost = \$1,181,000

ROUTINE WATERLINE REPLACEMENT

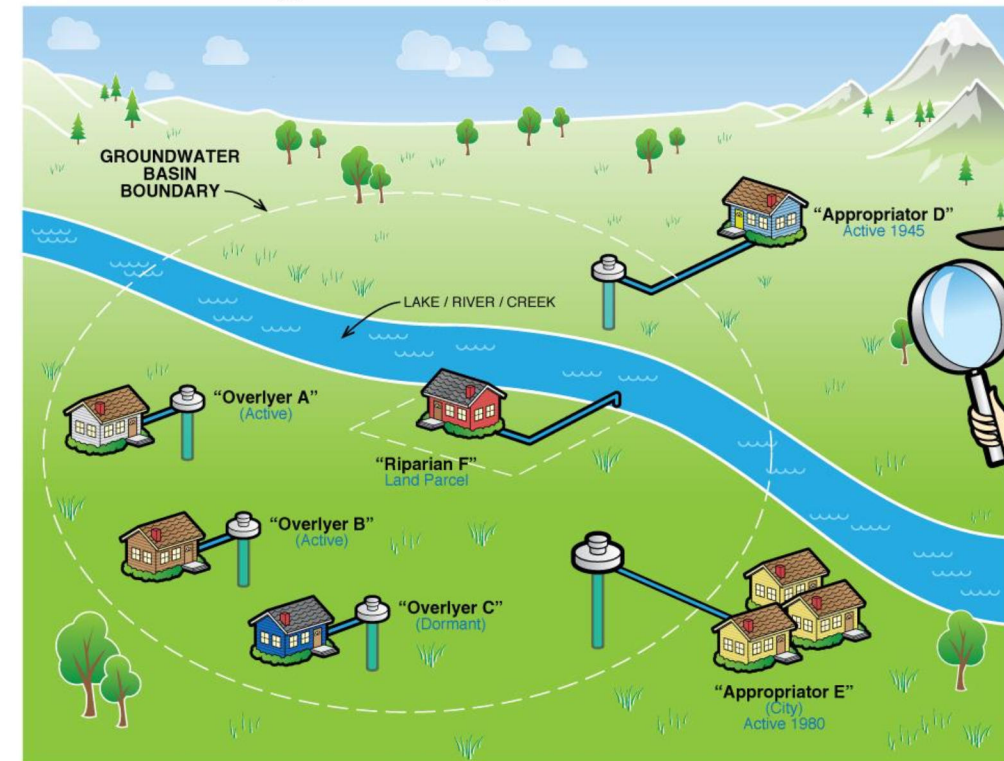
- The water system contains approximately 600,000 lineal feet of pipe.
- As existing pipes age and reach the end of life, they need to be replaced.
- It is better to replace pipes on a routine basis, rather than on an emergency repair.
- Fiscal Year 2019/2020 cost = \$ 318,000



WATER RIGHTS REVIEW AND RECONFIGURATION

- Review our existing water rights.
- Re-configure if necessary to match our current use and needs.
- Total Cost = \$25,000

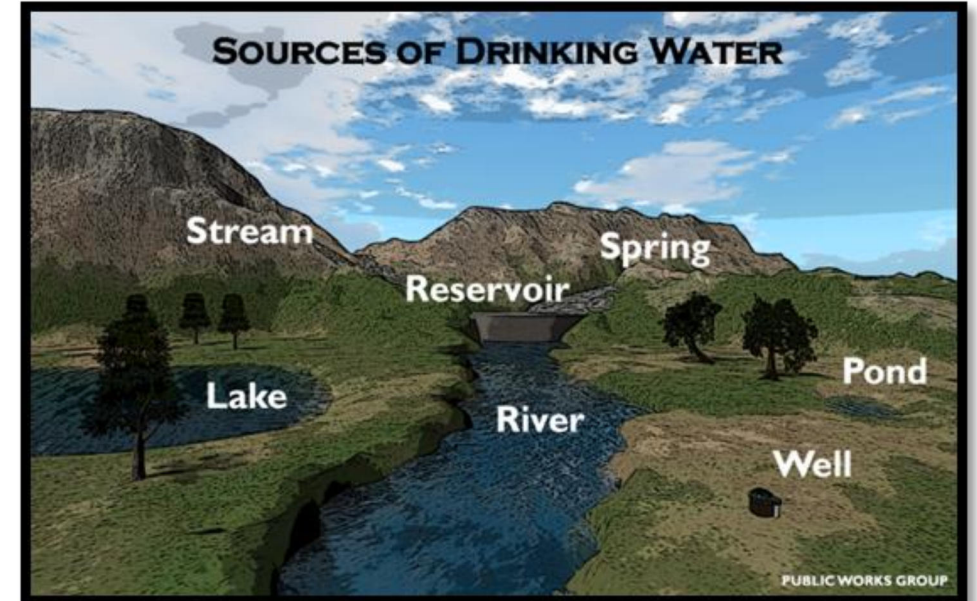
Understanding Water Rights



Information gathered from UC Davis; Groundwater Law and Hydrology

REDUNDANT SUPPLY

- This project will look for another supply option on this side of the Willamette River – mostly for emergency purposes and includes water rights, exploration, property acquisition and potentially another treatment plant.
- Provide 2 mgd which is our wintertime average usage.
- Recommended by the 2017 Water Master Plan.
- Total project cost = \$3,619,000



SEISMIC RESILIENCY STUDY

- Evaluate seismic hazards at the existing Water Treatment Plant.
- Evaluate the water system for resiliency in the case of a seismic event.
- Total Cost = \$200,000



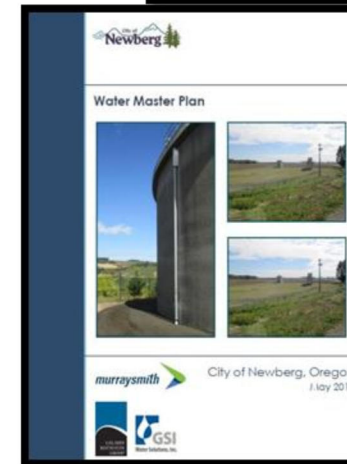
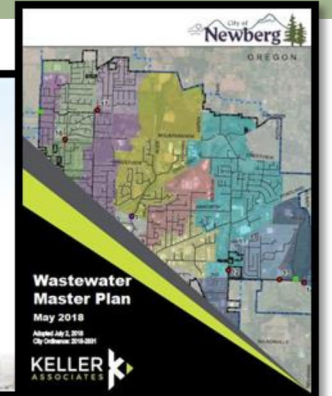
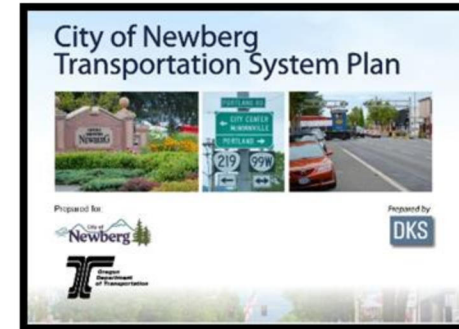
CLARIFIER STUDY

- The study was recommended in the 2018 Wastewater Master Plan Update.
- Currently our clarifiers are working well, and are able to handle the peak flow events that we see a few times a year.
- This project would grant us the approval to increase the allowable loading on the clarifiers and delay the need for additional clarifiers.
- Fiscal Year 2019/2020 cost = \$64,000



UTILITY MASTER PLANS

- As the Riverfront Master Plan is adopted, the recommendations from that plan will need to be incorporated into the existing utility plans.
 - Water - \$50,000
 - Stormwater - \$100,000
 - Wastewater - \$100,000
 - Transportation - \$50,000



OXIDATION DITCH ROTOR REPLACEMENTS

- Rotors are key in the mixing and aeration of the wastewater process.
- Total of 8 brush rotor aerators.
- First failure occurred in 2015; second in 2018.
- Replacement of the 7 remaining original rotors (1987).
- Complete next year.
- Total project cost = \$320,000



Old
Rotor



New Rotor

WATER TREATMENT PLANT LAND PURCHASE

- There may a need to expand the Water Treatment Plant in the future for growth and increased treatment requirements.
- The City has determined that approximately 2 acres adjacent to the existing plant would be the best alternative.
- This project would allow for environmental studies, surveying, appraisals and then the property purchase.
- Fiscal Year 2019/2020 cost = \$500,000



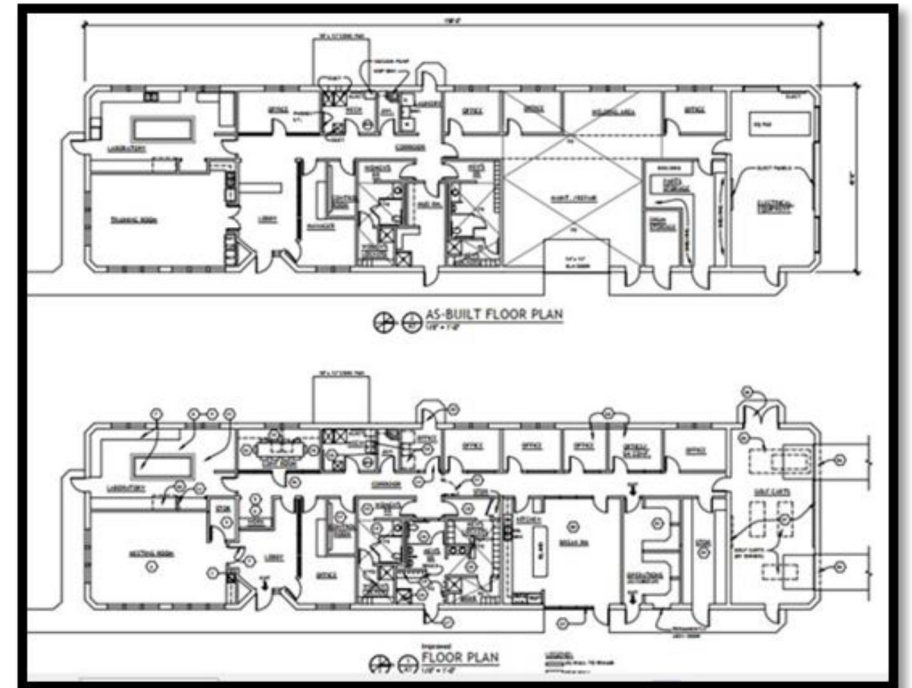
MAINTENANCE YARD

- Fully functional facility is critical to adequately respond in the future.
- Improvements in process over next several years.
- Frontage improvements, the remodel of several existing buildings is complete.
- Installation of fuel tanks are underway.
- Fiscal Year 2019/2020 improvements will include: replacement fencing, covered parking for large vehicles and additional paving.
- Fiscal Year 2019/2020 cost = \$85,000



OPERATIONS REMODEL

- The existing Wastewater Treatment Plant administration building was constructed in 1987 has a lot of underutilized space.
- The proposed remodel will allow for:
 - Additional offices
 - Laboratory remodel
 - Network wiring
- Fiscal Year 2019/2020 cost = \$425,000



ROOFING AT WASTEWATER TREATMENT PLANT

- The maintenance of roofs and gutters was deferred by prior administrations.
- The building roof and gutter replacements completed to date include: Compost mixing building, and the effluent building.
- The Operations building is next which will coincide with the remodel.
- Fiscal Year 2019/2020 cost = \$159,000



OXIDATION DITCH

- Structural repairs of the existing ditches are necessary.
- Design work will occur in Fiscal Year 2019/2020 and construction will occur in Fiscal Year 2020/2021.
- \$265,000 in this Fiscal Year.
- Total Cost = \$866,000



SAWDUST BAYS

- The current compost cure bay setup is equipped with blowers and temperature probes to help with the curing of compost to meet class A temperature requirements.
- The sawdust needs 2 bays.
 - Protect it from the weather, and
 - Allows staff to turn the sawdust supply to reduce risk of fires.
- This additional 4 bay structure will allow us to move the sawdust closer to where we use it; provide 2 bays for compost curing; and leave 2 bays to keep recycled compost or sale compost dry during the winter.
- Fiscal Year 2019/2020 cost = \$372,000



COMPOST SALE PILE COVER



- This project is to install a cover over the compost that accumulates over the winter months on our sale pile.
- There are several benefits to covering this compost.
 - Prevent the rain from washing solids out of the compost pile and back into the plant,
 - Provide a higher quality product for our customers that come in during the spring, and
 - This dry compost could be used for dry recycle during the wet months.
- Fiscal Year 2019/2020 cost = \$159,000

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: April 15, 2019

Order ____ No.	Ordinance ____ No.	Resolution <u>XX</u> No. 2019-3548	Motion ____	Information ____
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SUBJECT: A resolution to authorize the City Manager to enter into a professional services agreement with, HDR Engineering Consulting, Inc. to complete the Water System Seismic Resilience Study in the amount of \$200,000.00.

**Contact Person (Preparer) for this Motion: Brett Musick P.E., Senior Engineer
Dept.: Public Works Department
File No.:**

RECOMMENDATION:

Adopt Resolution No. 2019-3548.

EXECUTIVE SUMMARY:

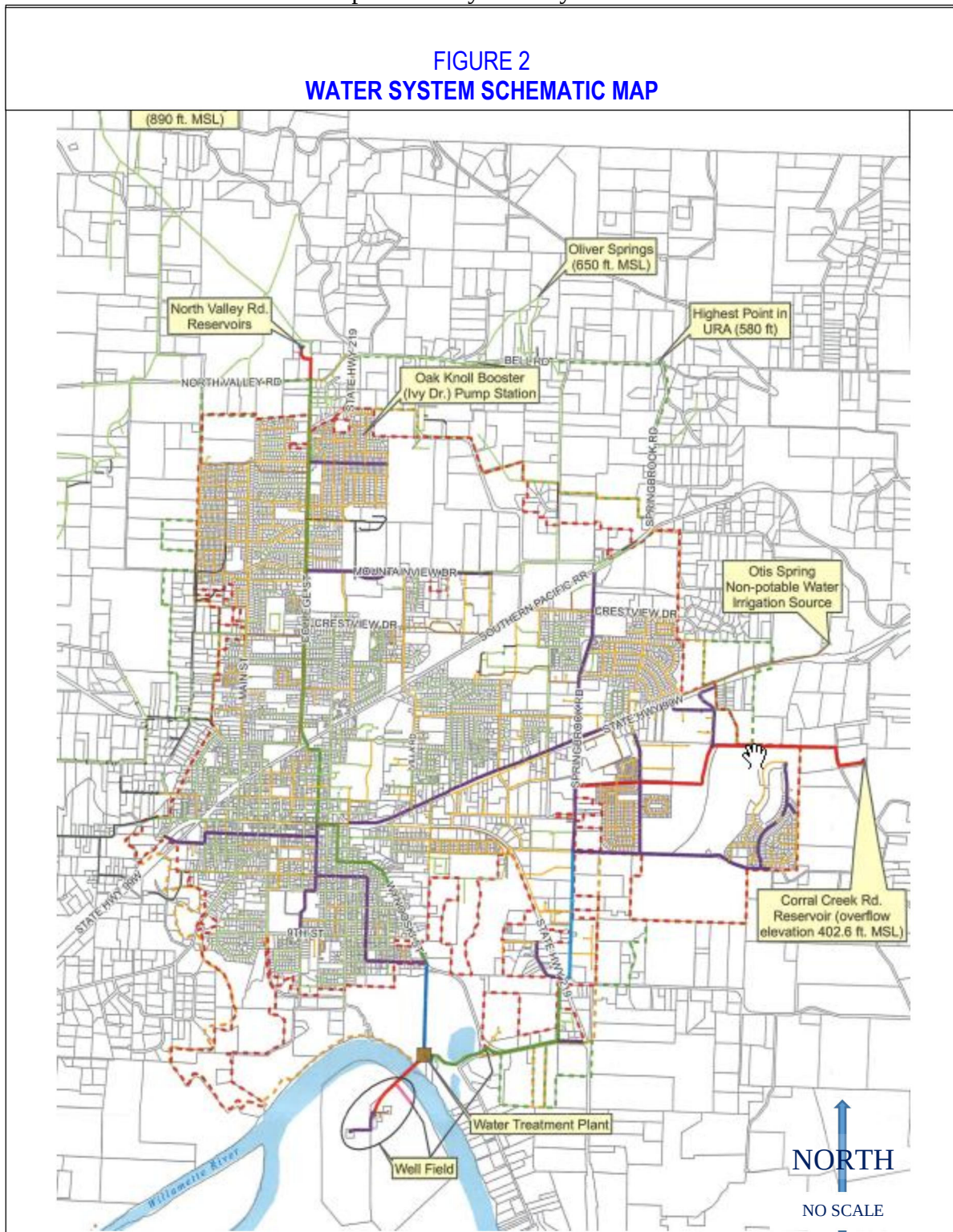
The City's 2017 Water Master Plan identified the need for a Water System Seismic Resilience Study along with a Willamette River slope stability evaluation at the water treatment plant (WTP) and water main bridge transmission line. The City has over 56 miles of potable water piping in the water distribution system. The City's current water supply is drawn from groundwater production wells located in the City's well field on the south side of the Willamette River in Marion County. Transmission of raw (untreated) water from the City's groundwater wells across the Willamette River to the Water Treatment Plant (WTP) is provided by two parallel transmission mains. The older 24-inch main is suspended from a decommissioned highway bridge. A second 30-inch diameter main, carries water from the well field under the Willamette River to the WTP. Water mains convey water from the treatment plant to the North Valley Road Reservoirs and to the Corral Creek Road Reservoir. Water delivery to end users occurs as water is conveyed to the reservoirs and when water is released from the reservoirs.

This project will evaluate the seismic resiliency of the entire water system and evaluate the seismic hazards of the existing water treatment plant using the latest seismic modeling for a Cascadia subduction zone earthquake. This will help with planning for the city's water system to become more resilient in the case of major seismic event. The seismic resilience study will be guided by the Oregon Resilience Plan and meet relevant requirements of OAR Chapter 333, Division 061-0060(5)(a)(J). The results of this study will be used in a future update of the City Water Master Plan to include a seismic risk assessment and mitigation plan within the Water Master Plan. Completion of this study will be coordinated with the current redundant water supply project and support updates to the emergency preparedness and response plan.



Figure 1: Water Treatment Plant and Water Line Transmission Bridge

Figure 2 below contains a schematic map of the City water system.



FISCAL IMPACT:

HDR will complete Water System Seismic Resilience Study for \$200,000.00. The current fiscal budget (FY 2018/2019) appropriates funding for consultant startup work in 2019. Remaining budget will be appropriated for fiscal year 2019/2020. The project does not have a construction component. Funding will be through account number 04-5150-707478 using water utility rate and system development charges.

STRATEGIC ASSESSMENT:

This Water System Seismic Resilience Study project follows the recommendations of the City's 2017 Water Master Plan and will support updates to the emergency preparedness and response plan. Implementing an emergency preparedness and response plan is among the Council Priorities adopted in September 2017.



RESOLUTION No. 2019-3548

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH, HDR ENGINEERING CONSULTING, INC. TO COMPLETE THE WATER SYSTEM SEISMIC RESILIENCE STUDY IN THE AMOUNT OF \$200,000.00.

RECITALS:

1. The City's 2017 Water Master Plan identified the need for a Water System Seismic Resilience Study and a slope stability study at the water treatment plant (WTP) and water main bridge transmission line between the well field and the water treatment plant.
2. The City advertised the Water System Seismic Resilience Study Project in the Daily Journal of Commerce, and also through the city's Bid Management System on February 1, 2019 and received three (3) qualified proposals. HDR Engineering, Inc. was selected as the most qualified consultant per ORS.279C.110.
3. HDR Engineering,, Inc. submitted a detailed proposal outlining the scope of work with a reasonable phase-by-phase cost breakdown (included in the proposed professional services agreement), which is attached as Exhibit "A" and by this reference incorporated.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council, acting as contract review board for the city, does hereby authorize the City Manager to enter into a Professional Services Agreement with HDR Engineering, Inc. to complete the city's Water System Seismic Resilience Study Project in the amount of \$200,000.00.
2. The City Attorney will modify and approve all contracts and agreements as to form and content.
3. The City Manager is authorized to amend the Professional Services Agreement up to ten (10) percent of the original contract amount

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: April 16, 2019.

ADOPTED by the City Council of the City of Newberg, Oregon, this 15th day of April, 2019.

Sue Ryan, City Recorder

ATTEST by the Mayor this 18th day of April, 2019.

Rick Rogers, Mayor

Exhibit A

City of Newberg Water System Seismic Resilience Study

March 21, 2019

HDR is pleased to provide the following scope of work for the City of Newberg (City) Water System Seismic Resilience Study.

SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT

HDR's project manager (PM) will manage and coordinate delivery of this scope of work, including subconsultants. HDR's PM will coordinate directly with City staff and respond to City emails and inquiries. HDR's PM will be in frequent contact with the City to communicate scope, schedule and budget performance.

HDR will also support coordination with the City's ongoing work (led by others) to identify a redundant water supply by attending City Council meetings.

Assumptions

- Project Kickoff Meeting will be up to 2 hours long and held in Newberg at a City facility.
- Project Kickoff Meeting will be attended by HDR Project Manager, Planning Task Lead, and Water System Lead.
- Kickoff Meeting will include discussion and decision on Stakeholders to be included in the TASK 2 – Recovery Goals Workshop
- Project duration is assumed to be nine months with completion by December 31, 2019.
- Planning Task Lead will participate in a maximum of two City Council meetings for the purposes of supporting the City's efforts identifying a redundant water supply.

Deliverables

- Monthly progress reports and invoices
- Notes from the Kickoff Meeting

TASK 2 SEISMIC RECOVERY GOALS

Post-earthquake level of services (LOS) goals will be established for the City water system and target structural and non-structural performance objectives defined to support LOS goals.

2.1 Define Recovery Goals

The HDR Team will review the City's Water Master Plan and City/County Natural Hazards Mitigation Plan and Emergency Management Plans to understand the City's water system and short- and intermediate-term community needs following a major earthquake (magnitude 9.0 Cascadia Subduction Zone [M9.0 CSZ]).

The team will guide the City in a workshop format to establish post-earthquake LOS goals for the City water system following the Oregon Seismic Safety Policy Advisory Commission's *Oregon Resilience Plan* (OSSPAC 2013) and National Institute of Standards and Technology *Community Resilience Planning Guide for Buildings and Infrastructure Systems* (NIST 2015). These LOS goals will establish target restoration timeframes for various water system components and consider water quantity and quality to be delivered. Based on these LOS goals, the team will define target structural and non-structural facility performance objectives to return to service when needed.

2.2 Define Water System Backbone and Critical Facilities

HDR will work with the City to define the critical components of the water system and critical community resources requiring water with locations for community water filling stations. Critical fire suppression infrastructure will be identified. HDR will prepare a Seismic Recovery Technical Memorandum (TM) identifying post-earthquake LOS goals, associated facility performance criteria, and the proposed backbone for the City water system

Assumptions

- The City will provide a list of critical customers required to support short- and intermediate-term community needs (e.g., hospital, police/fire stations, emergency shelters, senior care facilities).
- The City will provide a Geographic Information System (GIS) database including the location of all water system assets (well field, raw water transmission pipelines, treatment plant, distribution system pipelines, pump station, and reservoirs).
- The City will review draft Seismic Recovery TM, resolve any internal conflicting comments, and provide a single set of consolidated written comments.
- Recovery Goals Workshop will be held in Newberg at a City facility and will be up to 2 hours long.
- Recovery Goals Workshop will be attended by HDR Project Manager, Planning Task Lead, and SEFT Structural Lead.
- HDR will submit workshop materials for City review approximately one week prior to meeting.

Deliverables

- Workshop materials and meeting summary

- Draft and Final Seismic Recovery TM identifying post-earthquake LOS goals, associated facility performance criteria, and the proposed backbone for the City water system

TASK 3 GEOTECHNICAL ANALYSIS

3.1 Seismic Hazards Evaluation

Using existing information, Shannon & Wilson will perform a desktop geologic and geotechnical hazards review of current and proposed pressure reducing valves (PRVs), reservoirs, pump stations, and other critical infrastructure for a major seismic event response.

- Collect and review existing geologic/geotechnical information from the City, as well as published geologic maps and hazard studies. The City will provide any available geotechnical information from previous work performed and a GIS layer of its existing water system boundaries and locations of key water infrastructure.
- Develop GIS Seismic Ground Motion and Permanent Ground Deformation Hazard Maps data based on the M9.0 CSZ scenario defined in the Oregon Resilience Plan and local geology. GIS maps will include peak ground velocity, probability of liquefaction, and liquefaction- and landslide-induced permanent ground deformation. These maps will be used by Shannon & Wilson to assess seismic vulnerability and resiliency of the water system. The estimated liquefaction-induced ground deformations will be developed using refined Department of Geology and Mineral Industries (DOGAMI) Hazard Maps following the methodology in Chapter 4 of the Hazus® -MH 2.0 Technical Manual (Federal Emergency Management Agency [FEMA], 2011).

3.2 Slope Stability Analysis

Shannon & Wilson will perform a limited geotechnical investigation program and a slope stability analysis at the water treatment plant including:

- Review existing geotechnical information at the water treatment plant to be provided by the City
- Perform one boring at the water treatment plant near the bank of the Willamette River to a depth of 75 feet using mud-rotary drilling methods
- Perform a laboratory testing program consisting of Atterberg limits testing, percent fines, and moisture content analyses
- Evaluate liquefaction potential using information from the subsurface exploration(s)
- Estimate potential liquefaction-induced settlement
- Evaluate potential for slope failure for static, seismic, and post-seismic (liquefied) conditions using a limit equilibrium approach and Slope-W software
- Evaluate ground movement using Newmark-type analyses where potential seismic slope instability is identified

- Evaluate potential for lateral spread using empirical methods, as appropriate (Youd et al. 2002)
- Prepare a Geotechnical Analysis TM summarizing the seismic hazard assessment (including geological hazard mapping and analyses) to be included as an Appendix to the Water Master Plan.

Assumptions

- The City will provide available existing geotechnical data. The data will include a minimum of one boring that can be used to assess liquefaction potential and develop a slope stability model of the site.
- The City will provide access to the water treatment plant and critical infrastructure sites.
- A GIS map of the City's municipal water system boundaries and locations of key infrastructure will be provided by others.
- Contaminated soils will not be encountered and cuttings can be left on-site.
- The slope stability model and river channel contours will be developed using existing survey and bathymetric survey provided by others. If no survey is provided, the slope stability model will be developed using publicly available sources, such as light detection and ranging (LiDAR), and/or field reconnaissance and approximation of bathymetry.

Deliverables

- Draft and final Geotechnical Analysis TM.

TASK 4 VULNERABILITY ASSESSMENT

A vulnerability assessment of the water system and associated structures with respect to the M9.0 CSZ scenario earthquake will be conducted.

4.1 Structural Evaluation of Pipeline Bridge

Transmission main pipelines will be evaluated using the American Lifelines Alliance methodology to estimate number of expected leaks and breaks based on pipe material, diameter, age, joint type, and ground shaking and permanent ground deformation for a M9.0 CSZ scenario earthquake. Additional evaluation will be coordinated between the geotechnical and structural engineers where the 24-inch-diameter cast iron pipe transitions from below ground to being supported by the bridge.

The water main bridge vulnerability assessment will be based on the American Society of Civil Engineers (ASCE) 41-17 Seismic Evaluation and Retrofit of Existing Buildings Tier 1 procedure and ASCE TCLEE Monograph 22 Seismic Screening Checklists for Water and Wastewater Facilities. Additional evaluation will be coordinated between the geotechnical and structural engineers to incorporate the expected slope stability performance of the Willamette River banks and associated impacts on bridge performance. Evaluations will include:

- Review of original design drawings and calculations, retrofit drawings and calculations, and previous evaluation, if available
- Conduct site visit to perform visual observations of the bridge and transmission pipeline to confirm general conformance of the existing as-built structures with the original drawings
- Complete seismic structural and non-structural checklists to identify potential seismic deficiencies
- Summarize findings about the likely seismic response of the bridge and transmission pipeline.

4.2 Evaluation of Water Facilities

Key water structures include the water treatment plant, one pump station, and three reservoirs (facilities). SEFT will perform preliminary structural and non-structural vulnerability evaluations of the key water structures when subjected to ground shaking and permanent ground deformations defined in Task 2 based on the ASCE 41-17 *Seismic Evaluation and Retrofit of Existing Buildings* Tier 1 procedure and ASCE TCLEE Monograph 22 *Seismic Screening Checklists for Water and Wastewater Facilities*. Evaluations will include:

- Review original design drawings and calculations, retrofit drawings and calculations, and previous evaluation, if available
- Conduct site visits to perform visual observations of key water structures to confirm general conformance of the existing as-built structures with original drawings
- Complete seismic structural and non-structural checklists to identify potential seismic deficiencies
- Summarize findings about the likely seismic response of the key water structures

4.3 Evaluation of Water System

- Key water system components include transmission and distribution lines, groundwater wells, and pipeline crossings (above-ground or subsurface). Includes review of non-structural or subjective aspects as appropriate such as water storage volume, hydraulic or operational risks, GIS and Supervisory Control and Data Acquisition (SCADA) systems, fire-flow issues, system redundancy, alternate water sources, interties with neighboring water systems, impacts to water quality, critical bypass lines, backup power generation, isolation valve locations and frequency, and water loss control valves. Evaluations will include:
 - Review the most recent City water system plan for information pertaining to the aforementioned subject areas
 - Reviewing original design drawings and calculations, retrofit drawings and calculations, and previous evaluation, if available

- Conduct site visits to perform visual observations of the key water components to confirm general conformance of existing as-built structures with original drawings
- Summarize findings about the likely seismic response of the key water structures

4.4 Conduct Consequence of Failure Workshop

The workshop will focus on geotechnical seismic risks and the vulnerabilities associated with the various components of the water system, and describe likely failure consequences related to expectations for water system post-earthquake operability.

Assumptions

- The City's most recent water system plan will be the primary source of information for Task 4.3 Evaluation of Water System with supplemental information and information provided from the City.
- The City will provide GIS database including distribution system pipeline locations, materials, diameters, ages, and joint types.
- The City will provide as-built construction drawings for the treatment plant, pump station, and reservoirs.
- The City will provide access to and a knowledgeable escort for site visits to City facilities for verification of original construction details.
- The City will provide as-built construction drawings for the under-river and bridge-supported transmission mains and water main bridge.
- The City will review Draft Water System Vulnerability TM, resolve any internal conflicting comments, and provide a single set of consolidated written comments.
- Electrical, Instrumentation and Controls vulnerability assessment will be desktop only (no field verification) and will be based on available information.
- Consequence of Failure Workshop will be held in Newberg at a City facility and will be up to 2 hours long.
- Consequence of Failure Workshop will be attended by HDR Project Manager, Water System Lead, and Structural Lead.
- HDR will submit workshop materials approximately one week in advance of meeting for City review.

Deliverables

- Workshop Results Summary
- Draft and Final Water System Vulnerability TM summarizing seismic vulnerabilities and consequence of the various water system components, with focus on the previously identified backbone elements.

TASK 5 MITIGATION RECOMMENDATIONS

This task includes development of a list of the top five recommendations and/or projects to mitigate seismic damage and/or decrease community impact following a M9.0 CSZ event.

5.1 Generate Mitigation Recommendations and Projects

Based on the findings in the Water System Vulnerability TM, HDR will generate a list of the top five mitigation recommendations and/or projects to address seismic risks to water infrastructure and the community. Recommendations may include both capital improvement projects and/or non-capital recommendations (e.g., identification of community water distribution points, list of critical facilities, coordination with Tualatin Valley Fire and Rescue staff for fire suppression water, etc.). Capital projects will include a written description, schematic design exhibit, and planning level construction cost estimate. HDR will document these recommendations in the Water System Seismic Mitigation and Implementation Plan TM.

5.2 Mitigation and Implementation Plan Workshop

The Mitigation and Implementation Plan Workshop will present and gain consensus from City staff and stakeholders on mitigation actions and implementation process. The HDR team will present a prioritized list of recommended projects and activities identified in Task 5.3.

5.3 Recommendations for Further Study

Identify specific elements within the study that warrant further evaluation to reduce the anticipated retrofit scope, provide more clarity on expected asset seismic performance, or provide more clarity on the anticipated consequence of failure. This could take the form of more in-depth geotechnical, structural, hydraulic, or treatment engineering analysis. It could also take the form of studying multiple mitigation alternatives or scenarios. These recommendations will be presented in the form of a list.

5.4 Executive Summary

The Executive Summary will provide a description of the work performed under this scope of work including reference to each TM prepared in preceding tasks. HDR will collate the TMs and prepare a single, *.pdf electronic copy of these documents including the Executive Summary.

Assumptions

- HDR will coordinate with City regarding the selection of the top five recommendations and/or projects before proceeding with the development of those mitigation efforts.
- The top five recommendations will include mitigation efforts to improve:
 - o Resiliency of bridge carrying raw water transmission pipe
 - o Slope stability at the water treatment facility
 - o Resiliency of fire suppression infrastructure

- The City's Project Manager will determine which stakeholders to invite to the Mitigation and Implementation Plan Workshop.
- The Mitigation and Implementation Plan Workshop will be held in Newberg at a City facility and will be up to 2 hours long.
- Mitigation and Implementation Plan Workshop will be attended by HDR Project Manager and Water System Lead.
- HDR will submit workshop materials approximately one week in advance of meeting for City review.
- Recommendations for further study will be identified in the TM

Deliverables

- Draft and Final Water System Seismic Mitigation and Implementation Plan TM
- Executive Summary and collated TMs

FEE SUMMARY

Task	Fee
001 – Project Management	\$29,799
002 – Seismic Recovery Goals	\$33,310
003 – Geotechnical Analysis	\$38,001
004 – Vulnerability Assessment	\$68,226
005 – Mitigation Recommendations	\$30,664
Total	\$200,000

City of Newberg
Water System Seismic Resilience Study

Project Schedule

Kickoff Meeting:	May 7, 2019
Recovery Goals Workshop:	June 4, 2019
Draft Seismic Recovery TM:	June 25, 2019
Draft Geotechnical Analysis TM:	July 12, 2019
Final Seismic Recovery TM:	July 26, 2019
Final Geotechnical Analysis TM:	July 26, 2019
Consequence of Failure Workshop:	September 5, 2019
Draft Water System Vulnerability TM:	September 26, 2019
Final Water System Vulnerability TM:	October 18, 2019
Draft Water System Seismic Mitigation TM:	November 15, 2019
Final Water System Seismic Mitigation TM:	December 18, 2019
Executive Summary:	January 10, 2020

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: April 15, 2019

Order ____ No.	Ordinance ____ No.	Resolution <u>XX</u> No. 2019-3549	Motion ____	Information ____
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SUBJECT: A resolution to authorize the City Manager to enter into a professional services agreement with, 3J Consulting, Inc. to complete the design of the city's E Crestview Drive Improvement Project in the amount of \$633,193.00.

Contact Person (Preparer) for this Motion: Brett Musick P.E., Senior Engineer
Dept.: Public Works Department
File No.:

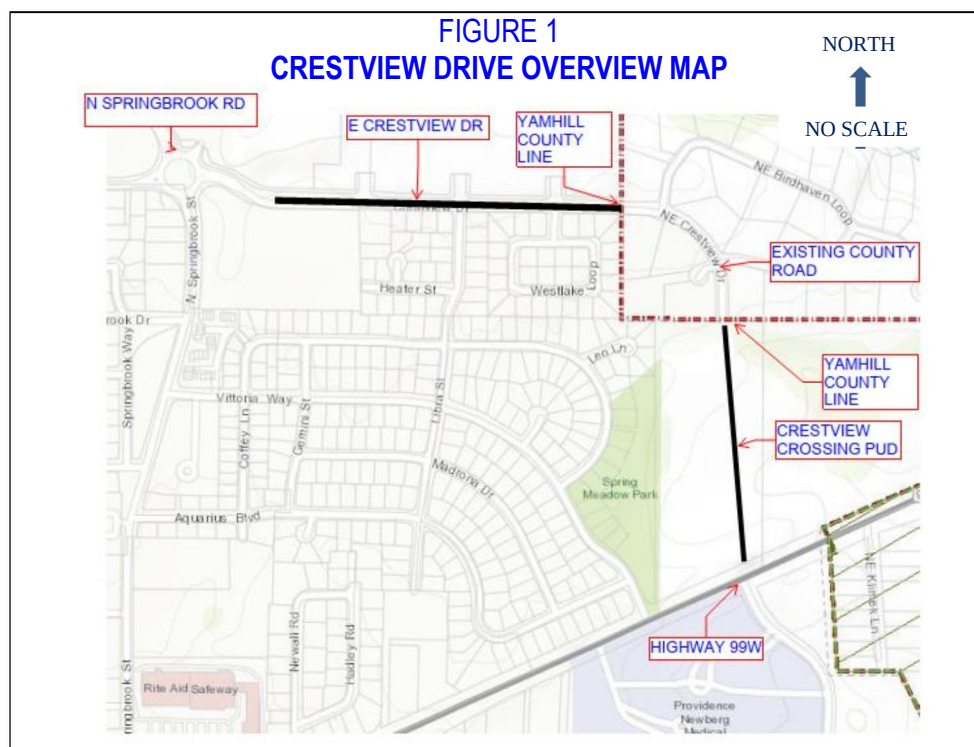
RECOMMENDATION:

Adopt Resolution No. 2019-3549.

EXECUTIVE SUMMARY:

E Crestview Drive is an important transportation link to the northern portion of the City. The city's 2016 Transportation System Plan (TSP) identified the need to reconstruct E Crestview Drive to major collector street standards between N Springbrook Road and the Yamhill County line and to construct Crestview Drive from the Yamhill County line south to Highway 99W. Improvements between N Springbrook Road and the Yamhill County line include replacing the gravel and substandard pavement portions of this roadway, sidewalks and bicycle lanes on each side of E Crestview Drive. In December 2015 Regional Solutions awarded the City of Newberg a \$740,000 grant for construction of E Crestview Drive from Highway 99W to N Springbrook Road. Since December of 2015 the City has been coordinating with JT Smith Companies, Gramor, and Springbrook Properties (Allison Properties) on the project as our funding partners.

Figure 1 below indicates the segments of the overall Crestview Drive transportation project.



Identified funding for the transportation portion of the overall E Crestview Drive Project consists of \$1,100,000 in City System Development Charges, \$740,000 from Regional Solutions and the balance from Springbrook Properties (Allison Properties) and JT Smith Companies. As part of the Crestview Crossing Planned Unit Development (PUD), JT Smith Companies will construct E Crestview Drive from Highway 99W north to the Yamhill County line. The City will construct from the Yamhill County line as far to the west as our funding allows and Springbrook Properties (Allison Properties) would fund construction from the termination point of the City project to N Springbrook Road.

The purpose of System Development Charges (SDCs) are to impose a portion of the cost of new public infrastructure upon those developments that create the need for, or increase the demands on, capital improvements in the City. System Development Charges (SDCs) are fees assessed or collected at the time of development. Development includes increased usage of a capital improvement (transportation, stormwater, water, and wastewater), issuance of a development permit or building permit, or connection to a capital improvement. These fees provide a means for the City to construct public projects to encourage development in an orderly fashion and can only be used to create new capacity.

In addition to conventional roadway (travel lanes, bike lanes, sidewalks, street lighting) and drainage design, the project scope includes public outreach to residents, additional right of way acquisition (if confirmed to be needed) and undergrounding of overhead powerlines.

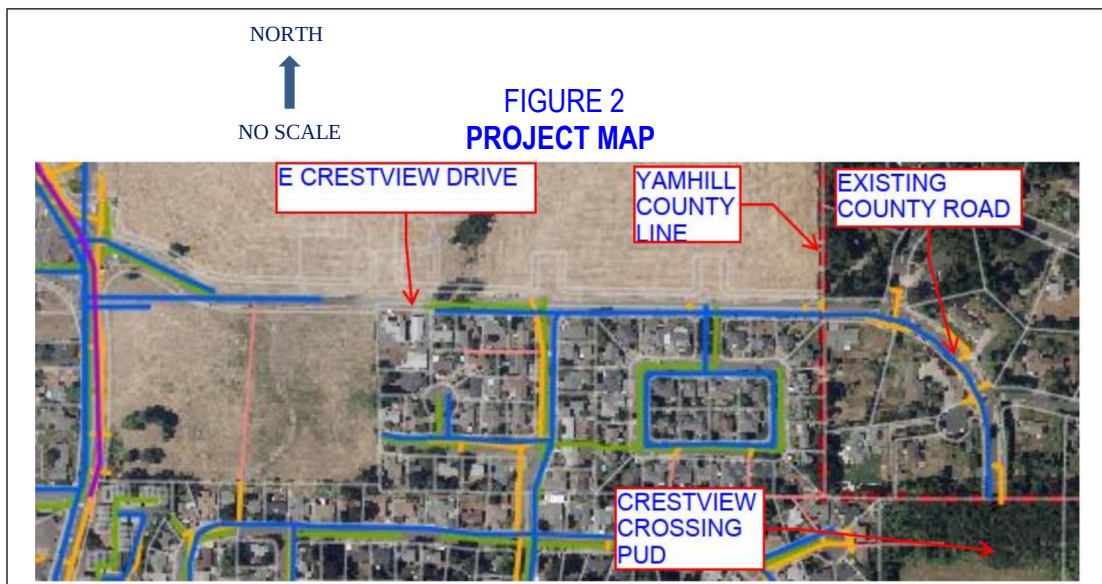
This capital improvement project also includes water and wastewater improvements that make sense to be installed at the same time as the transportation portion. Within E Crestview Drive the water and wastewater improvements may include construction of approximately:

- 2,900-feet of wastewater pipe*
- 3,000-feet of non-potable water pipe*
- 700-feet of potable water pipe

*These quantities include installation within the existing county road (NE Crestview Drive) for connection to utility lines to be installed as part of the Crestview Crossing PUD.

As part of the design process the limits of construction for the above water and wastewater utility connections will be determined. A future resolution for the construction contract award of this project will be presented for Council approval at a later date.

Figure 2 below indicates the location of the proposed project.



The proposed fiscal budget (FY 2019/2020) includes \$320,000.00 for the wastewater portion of this project, \$213,000.00 for the potable water and \$1,060,900.00 for the non-potable water portion of this project.

The project will add multimodal capacity, including bike lanes and sidewalks, to the city's transportation system along with completing connections between segments of the city water and wastewater systems.

City staff received one (1) qualified proposal. The proposal from 3J Consulting, Inc. was reviewed and determined to demonstrate 3J as a qualified engineering design consultant with the particular knowledge, expertise and experience for the proposed project. City staff entered into negotiations with them per ORS. 279C.110. 3J Consulting, Inc. submitted a detailed proposal with a scope of work and cost breakdown for the city's consideration (refer to Exhibit "A"). The total project cost for design and construction is estimated to be \$4,000,000.00. 3J's proposal is comprehensive. The total consultant cost, including sub-consultants, at 16% of the total project cost, is reasonable.

FISCAL IMPACT:

The total project cost, including the transportation and utility portions, over three fiscal years is estimated to be \$4,000,000.00. 3J will complete public outreach, right of way acquisition, surveying, design, bid, and construction phase services of this project for \$633,193.00. The current fiscal budget (FY 2018/2019) appropriates funding for consultant startup work in 2019. Remaining design and construction budget will be appropriated for fiscal years 2019/2020 and 2020/2021. The project anticipates construction start in December 2019 with project closeout by April 2021. Funding will be through account numbers 18-5150-702167, 04-5150-706420, 04-5150-707489 and 04-5150-707490 using utility rate and system development charges.

STRATEGIC ASSESSMENT:

This proposed roadway improvement project follows the recommendations of the city's 2016 Transportation System Plan and meets the Council Priorities adopted in September 2017 on improving city's streets and sidewalks infrastructure. The proposed design and construction will improve the city's transportation system network by adding connectivity and capacity and ultimately provide an alternative route from Highway 99W to the northern portion of the City.



RESOLUTION No. 2019-3549

A resolution to authorize the City Manager to enter into a professional services agreement with 3J Consulting, Inc. to complete the design of the city's E Crestview Drive Improvement Project

RECITALS:

1. The city's 2016 Transportation System Plan (TSP) identified the need to reconstruct E Crestview Drive to major collector street standards between the City Limits and N Springbrook Road.
2. The City advertised the E Crestview Drive Improvement Project in the Daily Journal of Commerce, and also through the city's Bid Management System on February 8, 2019 and received one (1) qualified proposal. 3J Consulting, Inc. was selected as the most qualified consultant per ORS.279C.110.
3. 3J Consulting, Inc. submitted a detailed proposal outlining the scope of work with a reasonable phase-by-phase cost breakdown (included in the proposed professional services agreement), which is attached as Exhibit "A" and by this reference incorporated.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council, acting as contract review board for the city, does hereby authorize the City Manager to enter into a Professional Services Agreement with 3J Consulting, Inc. to complete the city's E Crestview Drive Improvement Project that includes public outreach, right of way acquisition, surveying, design, bid and construction phase services in the amount of \$633,193.00.
2. The City Attorney will modify and approve all contracts and agreements as to form and content.
3. The City Manager is authorized to amend the Professional Services Agreement up to ten (10) percent of the original contract amount.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: April 16, 2019.

ADOPTED by the City Council of the City of Newberg, Oregon, this 15th day of April, 2019.

Sue Ryan, City Recorder

ATTEST by the Mayor this 18th day of April, 2019.

Rick Rogers, Mayor

EXHIBIT A

Contract Statement of Work Delivery Schedule and Summary of Estimate for Services

E. Crestview Drive Improvements

City of Newberg

Project Manager: Brett Musick
414 E First Street
Newberg, Oregon 97132

3J Consulting, Inc.

Project Manager: Gregg Weston
5075 SW Griffith Drive
Beaverton, Oregon 97005
503-946-9365, Ext 201
gregg.weston@3j-consulting.com

WORK ORDER CONTRACT (WOC) PROJECT DESCRIPTION

TASK 1.0 MANAGEMENT AND ADMINISTRATION (3J CONSULTING)

- 1.1 *Project Management and Administration***
- 1.2 *Project Meetings***
- 1.3 *Project Schedule***
- 1.4 *Quality Control***

TASK 2.0 SURVEYING, TOPOGRAPHIC MAPPING, AND RIGHT-OF-WAY (CESNW)

- 2.1 *Design Survey***
- 2.2 *Right-of-Way and Legal Descriptions***
- 2.3 *Pre-Construction Survey***
- 2.4 *Post-Construction Survey***
- 2.5 *Record of Survey (As-Builts)***

TASK 3.0 PUBLIC INVOLVEMENT ASSISTANCE

- 3.1 *Stakeholder Coordination, Open Houses, and Meetings***



March 2019

TASK 4.0 DESIGN STUDIES AND REPORTS

- 4.1 *Geotechnical/Pavement Design***
- 4.2 *Percolation Testing and Report***
- 4.3 *Traffic Study***
- 4.4 *Hydraulics/Stormwater Management Report***
- 4.5 *Arborist Investigation and Report***

TASK 5.0 30% DESIGN

- 5.1 *Roadway Horizontal and Vertical Design***
- 5.2 *Preliminary Storm and Water Quality Design (LIDA)***
- 5.3 *Initial Utility Coordination Contacts***
- 5.4 *Identify Grading Limits***
- 5.5 *Preliminary Erosion Control Plan***
- 5.6 *Wastewater Alternative Analysis/Selection***
- 5.7 *Preliminary Purple Pipe Design***
- 5.8 *Preliminary Potable Water Design***
- 5.9 *30% Pay Item List and Cost Projection***

TASK 6.0 60% DESIGN THROUGH BID SET

- 6.1 *Roadway Design***
- 6.2 *Drainage and Water Quality Design and Report***
- 6.3 *Traffic Design, Signing and Striping, Illumination***
- 6.4 *Potable Water Design***
- 6.5 *Purple Pipe Design***
- 6.6 *Pavement Design***
- 6.7 *Erosion Control/1200C Plans***
- 6.8 *Landscape Design***
- 6.9 *Right-of-Way/Acquisition***



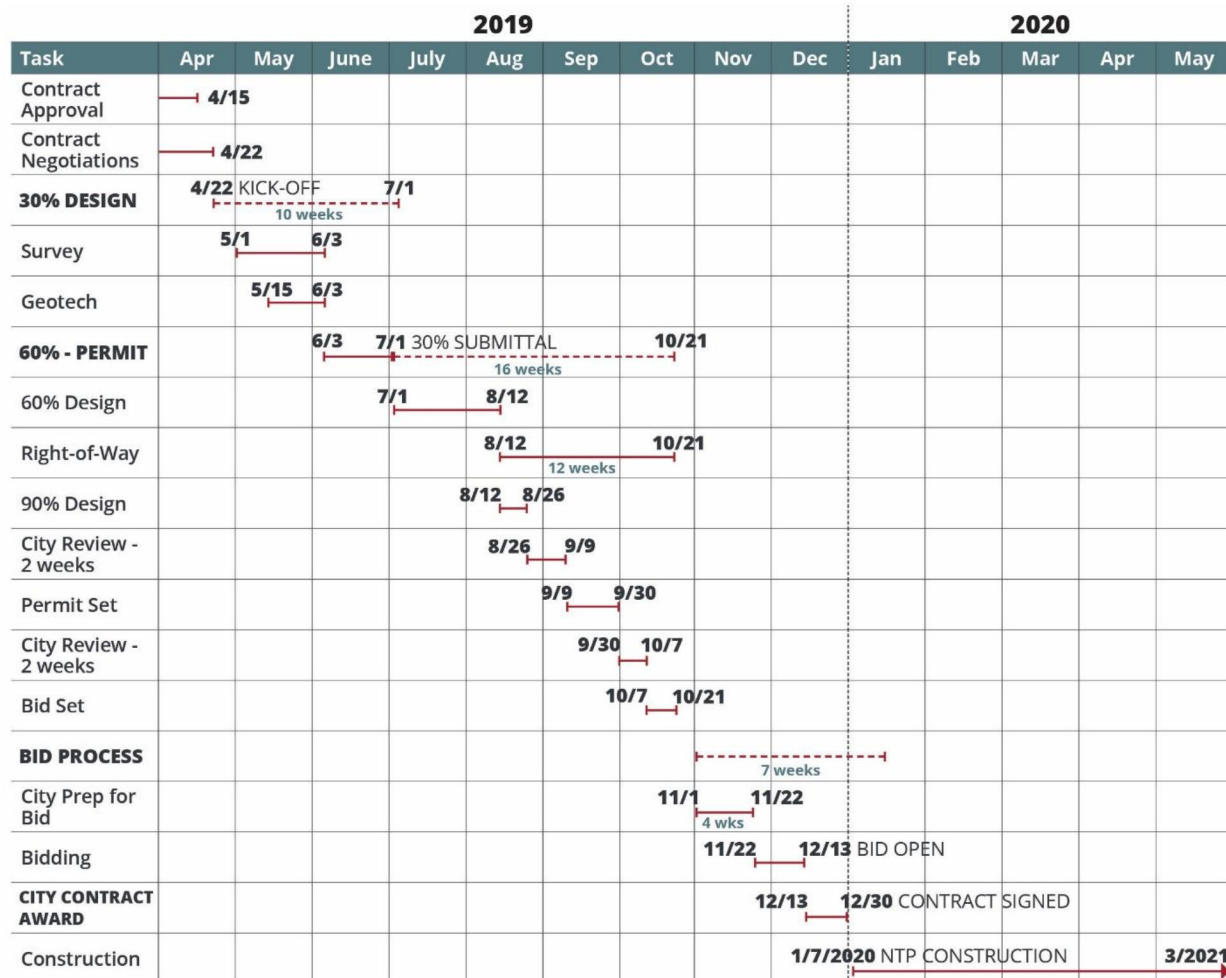
March 2019

6.10 Construction Cost Estimates**6.11 Special Provisions****6.12 IFC Documents****TASK 7.0 BID AND CONSTRUCTION SERVICES****7.1 Bid Support****7.2 Addenda****7.3 Attend Pre-Construction Meeting****7.4 Weekly Site Observation****7.5 Review RFI's on Request****7.6 As-Constructed Plans****TASK 8.0 EXTRA WORK AS REQUIRED/AUTHORIZED****8.1 Waste Water Pipe Design****8.2 Extra Work as Authorized****TASK SUMMARY/BUDGET SUMMARY**

Task No.	Task	Budget
1.0	MANAGEMENT AND ADMINISTRATION (3J Consulting/CESNW/Kittelson)	\$67,506.00
2.0	Surveying, Topographic Mapping, Right-of-Way (3J Consulting/CESNW)	\$57,720.00
3.0	Public Involvement Assistance (3J Consulting/JLA)	\$21,996.00
4.0	Design Studies and Reports (3J Consulting/GeoDesign/Morgan Holen & Associates)	\$28,822.80
5.0	30% Design (3J Consulting)	\$111,480.00
6.0	60% Design through Bid Set (3J Consulting/Kittelson/Mears Design/Universal Field Services)	\$228,924.00
7.0	Bid and Construction Services (3J Consulting/GeoDesign/Kittelson/Mears Design/ Morgan Holen & Associates)	\$52,744.20
8.0	Extra Work as Required/Authorized	\$64,000.00
Total Project Budget		\$633,193.00



March 2019



MANAGEMENT AND ADMINISTRATION

- Project Management and Administration for project team and subconsultants including coordination of work efforts, deliverable tracking and submittals, review of subconsultant and 3J hours, preparation and processing of invoices.
- Project Meetings with the City – three during 30%, seven during 60% through final documents and bid preparation.
- Quality Assurance/Quality Control (QA/QC) - 30%, 90%, final contract documents.

30% DESIGN

- As-built research and acquire all available utility mapping.
- **CESNW** to complete field surveying – right-of-way, preconstruction, topographic mapping, development of base map for design.
- **Morgan Holen & Associates** to complete evaluation of existing trees and prepare condition assessment report.
- Verification of base map via site visit by design team.
- Horizontal layout of curbs, sidewalks, and all public utilities; and preparation of roll map for meeting with City.

March 2019

- Development of profile alignment of road centerline and public utilities for second meeting with City.
- Initial coordination with franchise utilities to establish contacts and to provide information on roadway project.
- Finalize 30% horizontal and vertical design based on City input and cut into plan sheets.
- Prepare alternative analysis for wastewater pipe alignment.
- Establish initial grading and project impact limits.
- **GeoDesign** to complete geotechnical investigation to support pavement design and establish percolation rates for LIDA stormwater design.
- **Kittelson** to obtain City traffic counts and design criteria and prepare traffic memorandum.
- Complete preliminary stormwater calculations and prepare initial stormwater plan.
- **3J and Kittelson** to prepare concept level quantities and projected construction cost.
- Submit plans, storm report, and projected construction costs.

60% DESIGN

- Implement design concepts based on City review comments.
- **JLA** to assist City with ongoing project information for City website.
- Establish right-of-way impact and determine if acquisition is required.
- **Universal Field Services** to begin right-of-way acquisition process if required.
- Finalize stormwater design including LIDA treatment and detention.
- Prepare erosion control plans.
- Complete potable water, purple pipe and stormwater piping design.
- **Kittelson** to prepare signing and striping plans.
- Select construction details for inclusion in construction documents.
- **GeoDesign** to prepare geotechnical memorandum summarizing field exploration and findings.
- **GeoDesign** to complete full depth reclamation (FDR) pavement design.
- **Mears Design Group** to prepare street tree and stormwater treatment landscape design.
- Prepare final stormwater report including LIDA design, treatment, and detention calculations.
- Prepare special provisions for specifications.
- Prepare updated bid tab and estimated construction cost for the project.
- Prepare 90% documents and submit to City for review.
- Meet with the City to go over comments.
- Incorporate City comments into plans and special provisions.
- Provide City with documentation that all comments have been addressed.
- Prepare final contract documents and submit to City for review.
- **JLA** to prepare and facilitate second public meeting.

PERMIT CONTRACT DOCUMENTS

- Update plans and special provisions based on City input.
- Complete Issued For Construction Documents (IFC).
- Meet with City to review all input and verify plans and special provisions are complete.
- Submit IFC documents to City.



March 2019

BID AND CONSTRUCTION SERVICES

- **3J and Kittelson** to provide bid support to City.
- If required, prepare bid addenda.
- Support City, if requested, to review contractor submittals and RFI's
- **3J, Kittelson, GeoDesign, and Mears Design Group** to conduct limited on-call site visits when requested by City.
- **GeoDesign** to conduct onsite support during FDR by contractor in preparation for pavement installation.
- **3J and Kittelson** to prepare as-constructed plans based on City and contractor notes and redlines.

Note: All scope elements that do not have a designated consultant in the description will be provided by **3J Consulting**.



REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: April 15, 2019

Order ____ Ordinance ____ Resolution xx Motion ____ Information ____
No. No. No. 2019-3545

**SUBJECT: A Resolution Approving Contract
Amendment 1 with Day Wireless Systems**

**Contact Person (Preparer) for this
Motion: Matt Zook
Dept.: Finance
File No.:**

RECOMMENDATION: Approve Resolution 2019-3545

EXECUTIVE SUMMARY:

The Emergency Communication System Upgrade Project was approved on September 18, 2017 via Resolution 2017-3391 and attached Memorandum of Understanding (MOU), which calls for procurement exceeding \$50,000 to be approved by the City Council. The contract between Day Wireless Systems and the City of Newberg was approved by City Manager Joe Hannan on November 5, 2018 in the amount of \$47,906.41 for the provision of 48 volt direct current power plant for the communication shelter and 911 dispatch center (contract included as Attachment 1 to this RCA). An additional \$6,489.22 is necessary to complete the services of Day Wireless Systems. The additional services included in the change order are to devise and perform acceptance testing for 48 VDC to 120 VAC inverters for the City of Newberg communications site. The original specifications for the project required 48 VDC, but several Motorola vendors no longer manufacture these models. The approval for Amendment #1 is being presented for Council approval due to the total contract amount exceeding the \$50,000 value.

FISCAL IMPACT: An additional \$6,489.22 is being added to the original \$47,906.41. The new contract total is \$54,395.63.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FOR 2017-2018):

Maintain a state-of-the-art 911 dispatch center and 800 MHz radio communications system.



RESOLUTION No. 2019-3545

**A RESOLUTION RATIFYING CONTRACT AMENDMENT 1 BETWEEN
DAY WIRELESS SYSTEMS AND THE CITY OF NEWBERG IN THE
AMOUNT OF \$6,489.22 FOR WORK RELATING TO THE
COMMUNICATIONS UPGRADE PROJECT**

RECITALS:

1. The City of Newberg approved a Memorandum of Agreement (MOU) with Washington County Consolidated Communications Agency (WCCCA) pertaining to the Emergency Communications System Upgrade Project on September 18, 2017 via Resolutions 2017-3391.
2. As part of the project management provided by WCCCA, contracts with vendors are handled for the City of Newberg in conjunction with the overall system-wide WCCCA communications system to incorporate the City of Newberg's portion of the project.
3. The City of Newberg and Day Wireless Systems entered into a contract on November 5, 2018 in the amount of \$47,906.41 for the provision of 48 volt direct current power plant for the communication shelter and 911 dispatch center.
4. Contract Amendment 1 is needed for an additional sum of \$6,489.22. The additional services devise and perform acceptance testing for 48 VDC to 120 VAC inverters for the City of Newberg communications site. The original specifications for the project required 48 VDC, but several Motorola vendors no longer manufacture these models.
5. Under the terms of the MOU, and in compliance with Newberg's public contracting regulations, the City Council must review and approve contracts exceeding \$50,000.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. To approve Contact Amendment 1 between the City of Newberg and Day Wireless Systems in the amount of \$6,489.22, a copy of which is attached as Exhibit A and incorporated by this reference, and authorize the City Manager to execute this amendment.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: _____, 2019.

ADOPTED by the City Council of the City of Newberg, Oregon, this ____ day of _____, 2019.

Sue Ryan, City Recorder

ATTEST by the Mayor this ____ day of _____, 2019.

Rick Rogers, Mayor

**CONTRACT Amendment
18-07-01**

FOR:

**48 Volt Direct Current Power Plant for Communication
Shelters and 911 Dispatch Centers**

**WASHINGTON COUNTY CONSOLIDATED
COMMUNICATIONS AGENCY (WCCCA)
As a participating member
Of
WCN (WCCCA, C800, and Newberg) Project**

Contract Amendment 18-07-01

THIS CONTRACT Amendment is made as of the **XXX day of April 2019 by** and between

“Owner”: **City of** Newberg, Oregon
414 E. First Street
Newberg, OR 97132
(503) 538-9421

and **“Contractor”:**

Day Wireless Systems
4700 SE International Way
Milwaukie, Oregon 97222
503-659-1240

for **“Project”:**

48 Volt Direct Current Power Plant for Communication Shelters and 911 Dispatch Centers

Reference Invitation to Bid for:

WCCCA, C800, Newberg (WCN)

Invitation to Bid (ITB 18-07)

Manufacture, installation, provisioning, devise and perform acceptance testing for 48 Volt Direct Current Power Plants.

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor will complete all Work as specified or indicated in the Contract Documents or reasonably inferable as necessary to produce the results intended by the Contract Documents. The Work is generally described as follows:

Devise and perform acceptance testing for 48 VDC to 120 VAC inverters for the City of Newberg communications site.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents is a part is generally described as follows: WCN is adding twenty-four (24) new and twenty-three (23) existing communication sites to its two plus countywide Public Safety Communications System. The Project began the summer of 2016. In addition to the new site construction, the existing communication sites will require varying upgrades aligned with new system upgrades and modifications as well as to meet current essential facilities requirements, structural loading changes to the towers, R56 upgrades and improvements as well as potential changes to emergency power generation, electrical services and fuel storage.

This contract amendment relates specifically to the City of Newberg communications site located at the Newberg Public Works Yard – 500 West Third Street Newberg, Oregon 97132.

ARTICLE 3 – PM

- 3.01 The Project Manager for the WCN and representing the City of Newberg for this project element is Ken Seymour of 3dB Communications.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time is of the essence and all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Unless Owner otherwise agrees in writing and in conformance with the General Conditions, Contractor will substantially complete the Work on or before October 30, 2019 and finally complete the Work in accordance with the General Conditions on or before December 30, 2019.
- 4.03 Contractor and Owner recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in 4.02, plus any extensions that Owner permits in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving the precise, actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the parties have negotiated and ultimately agree that as liquidated damages for delay, but not as a penalty, Contractor will pay Owner, or Owner may withhold from any sums due Contractor, \$200.00 for each day that expires after the time specified in 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor neglects, refuses or fails to complete the remaining Work within the Contract Time or any extensions thereof permitted by Owner, Contractor will pay Owner, or Owner may withhold from any sums due Contractor, \$100.00 for each day that expires after the time specified in 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner will pay Contractor for completion of the revised Work in accordance with the Contract Documents an amount in current funds equal to a Lump Sum of **\$6,489.22**. All specific cash allowances are included in this price and have been computed in accordance with the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Contractor shall submit and Owner will process Applications for Payment in accordance with the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in the General Conditions will bear interest at the rate specified in ORS 82.010.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Solicitation Documents or other Owner-furnished documents, if any.
- B. Contractor has visited the Site and become familiar with and is satisfied as to its general condition.

- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in the Contract Documents; and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site that may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures or construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of other work, if any, to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and their written resolution, if any, is acceptable to Contractor.
- J. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 The Contract Documents are specifically defined in the General Conditions. The “General Conditions for the City of Newberg Contract” are attached and incorporated into this Contract by reference. Without limiting the definition of the Contract Documents, for the purposes of this Contract, the Contract Documents include: (1) the Contractor’s Bid is that document dated 08/28/2018, titled “**48 Volt Direct Current Power Plant for Communications Shelters and 911 Dispatch Centers**” and signed by Brent McGraw; (2) the Specifications that are contained in that document dated 08/01/2018, titled “_WCN (WCCCA, C800, Newberg) 48 VDC Power and Battery Plan Requirements and Scope of Work”.
- 9.02 The documents listed in the definition of Contract Documents are deemed attached to this Contract and are incorporated by reference.

ARTICLE 10 - MISCELLANEOUS

- 10.01 Capitalized terms used in this Contract have the meanings stated in the General Conditions and the Supplementary Conditions, if any.
- 10.02 No assignment, delegation, novation or any other transfer by either party of any rights or obligations under or interests in the Contract will be binding on the other without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 10.03 Each party binds itself, its directors, partners, successors, and assigns to the other party, its directors, partners, successors and assigns in respect to all covenants, agreements and obligations contained in the Contract.
- 10.04 Any provision or part of the Contract held to be void or unenforceable under any law or regulation will be deemed stricken. All remaining provisions will continue to be valid and binding upon Owner and Contractor, who agree that the Contract will be reformed to replace the stricken provision or part with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 This Contract is the final written expression of all of the terms of the Contract and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor's agents that differ in any way from the terms of this written agreement shall be given no force and effect. This Contract will not be construed against its drafter.

SIGNED:

OWNER

CITY OF NEWBERG, OREGON

By: _____

Name:

Title:

CONTRACTOR

By: _____

Name: _____

Title: _____

CONTRACT

FOR:

**48 Volt Direct Current Power Plant for Communication
Shelters and 911 Dispatch Centers**

**City of Newberg Oregon
As a participating member
Of
WCN (WCCCA, C800, and Newberg) Project**

Contract

THIS CONTRACT is made as of the 5th day of November, 2018 by and between

"Owner": City of Newberg
414 East First Street
Newberg, Oregon 97132
503-537-1201

and **"Contractor":**

Day Wireless Systems
4700 SE International Way
Milwaukie, Oregon 97222
503-659-1240

for **"Project":**

48 Volt Direct Current Power Plant for Communication Shelters and 911 Dispatch Centers

Reference Invitation to Bid for:
WCCCA, C800, Newberg (WCN)
Invitation to Bid (ITB 18-07)
Manufacture, installation, provisioning, devise and perform acceptance testing for 48 Volt Direct Current Power Plants.

Owner and Contractor agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor will complete all Work as specified or indicated in the Contract Documents or reasonably inferable as necessary to produce the results intended by the Contract Documents. The Work is generally described as follows:

Manufacture, installation, provisioning, to devise and perform acceptance testing for 48 Volt Direct Current Power Plants for WCN communications sites and Dispatch Centers.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents is a part is generally described as follows: WCN is adding twenty-four (24) new and twenty-three (23) existing communication sites to its two plus countywide Public Safety Communications System. The Project began the summer of 2016. In addition to the new site construction, the existing communication sites will require varying upgrades aligned with new system upgrades and modifications as well as to meet current essential facilities requirements, structural loading changes to the towers, R56 upgrades and improvements as well as potential changes to emergency power generation, electrical services and fuel storage.

This contract relates specifically to the City of Newberg communications site as outlined in Attachment A

ARTICLE 3 – PM

- 3.01 The Project Manager for the Work is Ken Seymour of 3dB Communications for the City of Newberg.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time is of the essence and all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Unless Owner otherwise agrees in writing and in conformance with the General Conditions, Contractor will substantially complete the Work on or before August 30, 2019 and finally complete the Work in accordance with the General Conditions on or before December 30, 2019.
- 4.03 Contractor and Owner recognize that time is of the essence of this Contract and that Owner will suffer financial loss if the Work is not completed within the times specified in 4.02, plus any extensions that Owner permits in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving the precise, actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the parties have negotiated and ultimately agree that as liquidated damages for delay, but not as a penalty, Contractor will pay Owner, or Owner may withhold from any sums due Contractor, \$200.00 for each day that expires after the time specified in 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor neglects, refuses or fails to complete the remaining Work within the Contract Time or any extensions thereof permitted by Owner, Contractor will pay Owner, or Owner may withhold from any sums due Contractor, \$100.00 for each day that expires after the time specified in 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner will pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to a Lump Sum of: **\$47,906.41**. All specific cash allowances are included in this price and have been computed in accordance with the General Conditions.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 Contractor shall submit and Owner will process Applications for Payment in accordance with the General Conditions.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in the General Conditions will bear interest at the rate specified in ORS 82.010.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Solicitation Documents or other Owner-furnished documents, if any.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to its general condition.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, that have been identified in the Contract Documents; and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions.
- E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site that may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures or construction to be employed by Contractor, including any specific means, methods, techniques, sequences and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of other work, if any, to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and their written resolution, if any, is acceptable to Contractor.
- J. The Contract Documents are sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

- 9.01 The Contract Documents are specifically defined in the General Conditions. The "General Conditions for Newberg Contract" are attached and incorporated into this Contract by reference. Without limiting the definition of the Contract Documents, for the purposes of this Contract, the Contract Documents include: (1) the Contractor's Bid is that document dated 08/28/2018, titled **"48 Volt Direct Current Power Plant for Communications Shelters and 911 Dispatch Centers"** and signed by Brent McGraw; (2) the Specifications that are contained in that document dated 08/01/2018, titled **"_WCN (WCCCA, C800, Newberg) 48 VDC Power and Battery Plan Requirements and Scope of Work"**.
- 9.02 The documents listed in the definition of Contract Documents are deemed attached to this Contract and are incorporated by reference.

ARTICLE 10 - MISCELLANEOUS

- 10.01 Capitalized terms used in this Contract have the meanings stated in the General Conditions and the Supplementary Conditions, if any.

- 10.02 No assignment, delegation, novation or any other transfer by either party of any rights or obligations under or interests in the Contract will be binding on the other without the written consent of the party sought to be bound. Specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law) and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 10.03 Each party binds itself, its directors, partners, successors, and assigns to the other party, its directors, partners, successors and assigns in respect to all covenants, agreements and obligations contained in the Contract.
- 10.04 Any provision or part of the Contract held to be void or unenforceable under any law or regulation will be deemed stricken. All remaining provisions will continue to be valid and binding upon Owner and Contractor, who agree that the Contract will be reformed to replace the stricken provision or part with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 This Contract is the final written expression of all of the terms of the Contract and is the complete and exclusive statement of those terms. Any and all representations, promises, warranties, or statements by Contractor or Contractor's agents that differ in any way from the terms of this written agreement shall be given no force and effect. This Contract will not be construed against its drafter.

SIGNED:

OWNER

CITY OF NEWBERG

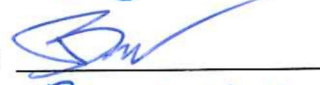
By: 

Name: Joe Hannan_

Title: City Manager

CONTRACTOR

Day Wireless Systems

By: 

Name: Brent McGraw

Title: Executive Vice President

GENERAL CONDITIONS

FOR
City of Newberg CONTRACT

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**STANDARD GENERAL CONDITIONS FOR City of Newberg CONTRACTS
SECTION A**

A.1 DEFINITIONS

In the Contract Documents the following terms shall be as defined below:

ARCHITECT/ENGINEER, means the Person appointed by the Owner to make drawings and specifications and to provide contract administration of the Work contemplated by the Contract.

BID, means a competitive offer, which is binding on the offerer, in which price, delivery (or Project completion), and conformance to specification and the requirements of the Invitation to Bid will be the predominant award criteria. Depending on the solicitation procedure used, a "bid" may also be a "proposal." For the purposes of the Contract Documents, the terms "bid," "proposal" and "offer" are synonymous.

BIDDER, means the Person who submits a Bid in response to the Owner's Solicitation Document.

CLAIM, means a resubmitted change request which has been previously denied by the Owner's Authorized Representative.

CONTRACT, means the written agreement between the Owner and the Contractor describing the Work to be done and the obligations between the parties.

CONTRACT DOCUMENTS, means the Solicitation Document and addenda thereto, Instructions to Bidders or Proposers, General Conditions, Supplemental General Conditions, if any, accepted Bid, the Contract and amendments thereto, if any, performance bond, Plans, Specifications, approved shop drawings, and approved change orders.

CONTRACT PERIOD, as set forth in the Contract Documents, means the period beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded bid amount, as increased or decreased by the price of approved alternates and change orders.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

DAYS, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

DIRECT COSTS, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; bond premiums, rental cost of equipment, and machinery; and the additional costs of field personnel directly attributable to the Work.

DISADVANTAGED BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, at least 51 percent of the stock of which is owned

by one or more socially disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

ECONOMICALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who is socially disadvantaged and whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to another in the same business area who is not socially disadvantaged.

EMERGING SMALL BUSINESS, means (a) a business with its principal place of business located in this state; (b) a business with average annual gross receipts over the last three years not exceeding \$1 million for construction firms and \$300,000 for non-construction firms; (c) a business which has fewer than 20 employees; (d) an independent business; (e) a business properly licensed and legally registered in this state, and (f) a business certified by the Office of Minority, Women and Emerging Small Business.

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

FORCE MAJEURE, means an act, event, happening, or occurrence of the kind described in section F. 7. 1.

MINORITY OR WOMEN BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is at least 51 percent owned by one or more minorities or women, or in the case of a corporation, at least 51 percent of the stock of which is owned by one or more minorities or women, and whose management and daily business operations are controlled by one or more such individuals.

MINORITY INDIVIDUAL, as defined in ORS 200.005, means a person who is a citizen or lawful permanent resident of the United States who is:

(a) Black who is a person having origins in any of the black racial groups of Africa;

(b) Hispanic who is a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;

(c) Asian American who is a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;

(d) Portuguese who is a person of Portuguese, Brazilian or other Portuguese culture or origin, regardless of race;

(e) American Indian or Alaskan Native who is a person having origins in any of the original peoples of North America; or

(f) Member of another group, or another individual who is socially and economically disadvantaged as determined by the Advocate for Minority, Women and Emerging Small Businesses.

NOTICE TO PROCEED, means the official written notice from the Owner indicating that all initial Contract requirements, including the Contract, performance bond, and certificates of insurance, have been fully executed and submitted in a

suitable form and that the Contractor may proceed with the Work defined in the Contract Documents.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense, overhead and profit) and shall not be charged as direct cost of the Work: personnel above the level of foreman (i.e., superintendents and Project managers); equipment owned or leased by the Contractor (i.e., job trailers, small tools); expenses of the Contractor's offices including personnel; and overhead and general administrative expenses.

OWNER, means the entity that entered into the Contract with the Contractor for the Work (WCCCA or C800 or Newberg, as applicable).

OWNER'S AUTHORIZED REPRESENTATIVE, means those individuals identified in writing by the Owner to act on behalf of the Owner for this Project. Depending on the specific contract, may also be referred to as "Project Manager."

PERSON, means an individual doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

PLANS, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PROJECT, means the specific work to be performed as described in the Contract Documents.

PUNCHLIST, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

SITE is the general area of ground upon which the Contractor will perform the Work.

SMALL BUSINESS CONCERN, as defined in ORS 200.005, means a small business as defined by the United States Small Business Administration per 13 CFR, part 121, as amended.

SOCIALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who has been subjected to racial or ethnic prejudice or cultural bias, without regard to individual qualities, because of the individual's identity as a member of a group.

SOLICITATION DOCUMENT means an Invitation to Bid or similar type document from the Owner soliciting the Work.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

SUBCONTRACTOR, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the Owner accepts in writing the Work or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. (Refer also to Section K.4.)

SUBSTITUTIONS, means items that are the same or better in function, performance, reliability, quality, and general configuration as that product(s) specified. Approval of any substitute item shall be solely determined by the Owner's Authorized Representative. The decision of the Owner's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract. To the extent the terms of the Supplemental General Conditions and these General Conditions conflict, the terms of Supplemental General Conditions will prevail.

WOMAN as defined in ORS 200.005, means a person of the female sex who is a citizen or lawful permanent resident of the United States.

WORK means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all work in connection with the Project described in the Contract Documents. The Contractor shall perform all Work necessary so that the Project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 CONTRACT DOCUMENTS

The Contract Documents consist of the Solicitation Document (including any bid addenda) Instructions to Bidders, General Conditions, Supplemental Conditions (if any) the accepted Bid, the Contract and any amendment(s) thereto (if any), Performance Bond, the Payment Bond, Plans, Specifications, approved shop drawings, approved equals and approved change orders.

A.4 INTERPRETATION OF DOCUMENTS

A4.1 The Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Contract, and amendments to same, with those of later date having precedence over those of an earlier date;
2. The Supplemental Conditions;
3. The General Conditions of the Contract;
4. Specifications and Plans and notes on Plans.

A4.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Owner or Owner's Authorized Representative's interpretation in writing.

A4.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the Owner or Owner's Authorized Representative. Contractor shall not proceed without direction in writing from the Owner or Owner's Authorized Representative.

A.4.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest

standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.5 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

It is understood that the Contractor, before submitting a Bid, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required AND has made a careful examination of the location and conditions of the Work and the sources of supply for materials. The Owner will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the Owner or with the Architect / Engineer either before or after the execution of this Contract shall affect or modify any of the terms or obligations herein contained.

A.6 INDEPENDENT CONTRACTOR STATUS

The service or services to be performed under this Contract are those of an independent contractor. Contractor is not an officer, employee or agent of the Owner as those terms are used in ORS 30.265.

A.7 RETIREMENT SYSTEM STATUS

Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

A.8 GOVERNMENT EMPLOYMENT STATUS

A.8.1 If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.

SECTION B

CONTRACT ADMINISTRATION

B.1 CONTRACTOR'S MITIGATION OF IMPACTS

B.1.1 The Contractor is responsible to protect and maintain the Work and to mitigate any adverse impacts to the Project including those caused by authorized changes, which may affect cost, schedule or quality.

B.1.2 The Contractor is responsible for the actions of all its personnel, laborers, suppliers and Subcontractors on the Project.

B.2 MATERIALS AND WORKMANSHIP

B.2.1 The intent of the Contract Documents is to provide for the complete detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry and in accordance with industry standards.

B.2.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.

B.2.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the Owner's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the Owner's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.

B.2.4 Contractor shall furnish adequate facilities, as required, for the Owner's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels and platforms. Producers, suppliers and fabricators shall also provide proper facilities and access to their facilities.

B.2.5 The Contractor shall furnish samples of materials for testing by the Owner's Authorized Representative and include the cost of the samples in the Contract Price.

B.3 PERMITS

Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the performance of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental, etc., as required for the Project. Contractor shall be responsible for all violations of the law in connection with the Work or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save harmless and blameless from loss, on account thereof, Owner, its Councilors, agents and employees.

B.6 INSPECTION

B.4 COMPLIANCE WITH GOVERNMENT REGULATIONS

B.4.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor.

B.4.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

a) Contractor shall not discriminate against Minority, Women or Emerging Small Business enterprises in the awarding of subcontracts (ORS 279.111).

b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.

c) Failure to comply with any or all of the requirements of B.4.1 through B.4.3 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.4.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid or proposal from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids or proposals to the Contractor.

B.4.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.

B.4.5 Utility Notification Requirement for Excavation Work. **ATTENTION:** Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090.

B.5 SUPERINTENDENCE

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the Owner and who shall represent the Contractor on the site. Directions given to the superintendent by the Owner's Authorized Representative shall be confirmed in writing to the Contractor.

B.6.1 Owner's Authorized Representative shall have access to the Work at all times.

B.6.2 Inspection of the Work will be made by the Owner's Authorized Representative at its discretion. Any Work found to be not in conformance with the Contract Documents, in the discretion of the Owner's Authorized Representative, shall be removed and replaced at the Contractor's expense.

B.6.3 As required by the Contract Documents, Work done or material used without inspection or testing by the Owner's Authorized Representative may be ordered removed at the Contractor's expense.

B.6.4 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the Owner's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the Owner's Authorized Representative, the uncovering and restoration will be paid for as a change order.

B.6.5 When the United States government participates in the cost of the Work or the Owner has an agreement with other public or private organizations or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the Owner's Authorized Representative.

B.7 SEVERABILITY

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

B.8 ACCESS TO RECORDS

B.8.1 Contractor shall keep at all times on the Work site, a copy of the complete Contract Documents and current "as built" and shall at all times give the Owner's Authorized Representative access thereto.

B.8.2 The Owner and its duly authorized representatives shall have access, for a period not less than three (3) years to books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all pertinent records until all litigation is resolved. The Owner and/or its agents will continue to be provided full access to the records during litigation.

B.9 WAIVER

Failure of the Owner to enforce any provision of this Contract shall not constitute a waiver or relinquishment

by the Owner of the right to such performance in the future nor of the right to enforce any other provision of this Contract.

B.10 ASSIGNMENT/ SUBCONTRACT

Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the Owner. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.11 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective successors and assigns.

B.12 OWNER'S RIGHT TO DO WORK

Owner reserves the right to perform other or additional work at or near the Project site with other forces than those of the Contractor. If such work takes place within or next to the Project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The Owner's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the Owner's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.13 OTHER CONTRACTS

In all cases and at any time, the Owner has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the Owner in the manner described in section B.13.

B.14 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.15 ALLOWANCES

B.15.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct.

B.15.2 Unless otherwise provided in the Contract Documents:

- (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and

- equipment delivered at the site and all required taxes, less applicable trade discounts;
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, Overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.15.2(a) and (2) changes in Contractor's costs under Section B.15.2(b).
- (d) Unless Owner requests otherwise, Contractor shall provide to Owner a proposed fixed price for any allowance work prior to its performance.

B.16 SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

- B.16.1 The Contractor shall prepare and keep current, for the Architect's/Engineer's approval (or for the approval of Owner's Authorized Representative if approval authority has not been delegated to the Architect/Engineer), a schedule and list of submittals which is coordinated with the Contractor's schedule and allows the Architect/Engineer reasonable time to review submittals. Owner reserves the right to finally approve the schedule and list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples which are described below:
- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor (including any sub-subcontractor), manufacturer, supplier or distributor to illustrate some portion of the Work.
 - (b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
 - (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- B.16.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer 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, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The

Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Architect/Engineer without action.

- B.16.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.
- B.16.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- B.16.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.
- B.16.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (i) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (ii) a Change Order has been executed by Owner authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.
- B.16.7 In the event that Owner elects not to have the obligations and duties described under this Section B.16 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by Owner on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the Owner's Authorized Representative.

B.17 SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the Owner, after evaluation by the Owner's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor represents that the Contractor

has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.18 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by Owner or Owner's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by Owner.

B.19 FUNDS AVAILABLE AND AUTHORIZED

Owner reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the Owner's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, Owner's payment of amounts under this Contract attributable to Services performed after the last day of the current budget year is contingent on Owner receiving from the Newberg City Council appropriations, limitations or other expenditure authority sufficient to allow Owner to continue to make payments under this Contract.

B.20 NO THIRD PARTY BENEFICIARIES

Owner and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

SECTION C
WAGES AND LABOR

C.1 INTENTIONALLY OMITTED

C.2 INTENTIONALLY OMITTED

C.3 PAYMENT AND CONTRACT CONDITIONS

C.3.1 Pursuant to ORS 279B.220 and as a condition to Owner's performance hereunder, the Contractor shall:

C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.

C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished.

C.3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

C.3.1.5 All employers working under this Contract are subject employers which must comply with ORS 656.017 relating to providing Workers' Compensation coverage.

C.3.1.6 Contractor warrants that it is not delinquent in the filing or payment of any Oregon income taxes, Oregon personal property taxes, Oregon municipal taxes, or Oregon real property taxes and that it has otherwise complied with all Oregon tax laws and all tax laws of those Oregon municipalities to which Contractor is subject.

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279B.230, and as a condition to Owner's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to Owner's performance hereunder, Contractor shall comply with ORS 279B.235, as amended from time to time and incorporated herein by this reference:

No person shall be employed to perform Work under this Contract for more than 10 hours in any one day or forty hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

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

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

(c) For all Work performed on Saturday and on any legal holiday specified in ORS 279B.020.

This section C.5 will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization.

SECTION D

CHANGES IN THE WORK

D.1 CHANGES IN WORK

D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the Owner's Authorized Representative.

D.1.2 Changes in Plans, quantities, or details are inherent to the nature of this Work and may be necessary or desirable during the course of the Work. The Owner's Authorized Representative may at any time, without notice to the sureties, either increase or decrease the amount of Work to be performed under the Contract. Without impairing the Contract, the Owner reserves the right to require changes determined necessary or desirable to complete the Work within the general scope of the Contract. These changes may include, but are not limited to:

- (a) Specifications and design.
- (b) Increases or decreases in quantities.
- (c) Additional Work.
- (d) Elimination of any Contract item.
- (e) Duration of Project.
- (f) Acceleration or delay in performance of Work.

D.1.3 The Owner and Contractor agree that changes shall be administered and negotiated according to the following:
Any Contract amendment (including change orders, extra Work, field orders, or other changes in the Contract Documents) which modifies the original Contract, may be made with the Contractor without competitive bidding subject to the following:

The original Contract was let by competitive procurement; unit price or solicitation alternates were provided that established the cost for additional Work; and, a binding obligation exists on the parties covering the terms and conditions of the additional Work.

D.1.4 In the event there are any changes or extra Work of a class not covered by the prices included in the Contract Documents, the basis of payments shall be agreed upon in writing between the Parties to the Contract before the Work is done. If basis for payment cannot be agreed upon prior to the beginning of the Work, and if so directed by the Owner's Authorized Representative, then Work shall be performed on the basis of furnishing direct labor, equipment, and material costs on all Work performed. In either case, in addition to Direct Costs, up to the following amounts may be added to the Contractor's or Subcontractor's Direct Costs to cover overhead expenses for Work performed with their own forces:

Labor.....	10%
Equipment.....	10%
Materials.....	10%

When Work is performed by an authorized Subcontractor, the Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by the change order up to the following:

\$0.00 - \$2,000.00.....	10%
Over \$2,000.00.....	5%

These payments made to the Contractor will be complete compensation for Overhead, profit, and all other costs incurred by the Contractor or other forces furnished by the Contractor, including Subcontractors. These payments apply to all change order Work. No other reimbursement, compensation or payment will be made.

D.1.5 If any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this Contract, the Contractor must submit a written statement setting forth the nature and specific extent of the claim, including all time and cost impacts against the Contract as soon as possible, but no later than 30 days after receipt of any written notice of modification of the Contract. (Refer also to Section H. 1.4 for notification.)

D.1.6 No claim by the Contractor for additional costs shall be allowed if made after receipt of final payment application under this Contract.

D.1.7 All change order Work shall be executed under the conditions of the Contract Documents except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

D.1.8 Deductive changes are those which reduce the scope of the Work. All deductive changes will be negotiated using the percentages for labor, equipment, material and Subcontractor's mark-ups in D. 1.4.

D.1.9 The number of changes, the scope of those changes, and the impact they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes are anticipated and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract time and increase or decrease in compensation based on its own merit.

D.2 DELAYS

D.2.1 If the Contractor is delayed by any actions of the Owner, Owner's Authorized Representative, or any other employee or agent of the Owner, or by separate contractor employed by the Owner, or by Force Majeure, the Contractor shall submit a written notification of the delay to the Owner's Authorized Representative within two working days of the delay. This notice shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated time extension necessary to compensate for the delay. Within seven days after the cause of the delay has been mitigated, or in no case more than 30 days after the initial notice, the Contractor shall submit to the Owner's Authorized Representative, a complete and detailed request for additional time resulting from

the delay. The request shall be reviewed as described in Section D.3 Claims Review Process.

D.2.2 Avoidable delays include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors, including, but not limited to, the following:

- (a) Delays which may in themselves be unavoidable but which affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract time.
- (b) Delays which do not impact activities on the accepted critical path schedule.
- (c) Time associated with the reasonable interference of other contractors employed by the Owner which do not necessarily prevent the completion of the whole Work within the Contract time.

D.2.3 Unavoidable delays include those which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors. Delays caused by Force Majeure, war, public enemy, freight embargoes, and strikes which occur despite the Contractor's reasonable efforts to avoid them, shall be considered as unavoidable.

D.2.4 The Owner may grant a time extension for avoidable or unavoidable delay if the Owner deems it is in its best interest. Time extensions for avoidable or unavoidable delays shall not be compensable. Only delays within the reasonable control of the Owner may be compensable.

D.2.5 Claims by the Contractor based on adverse weather conditions must be substantiated by documentation that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the Project. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous ten (10) years historical records of the general locality of the Work, shall not be construed as abnormal. It is hereby agreed that rainfall greater than the following cannot be reasonably anticipated:

- (a) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25 %) or more.
- (b) Daily rainfall equal to, or greater than, 0.75 inch at any time.
- (c) The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce nearest the Project site shall be considered the official agency of record for weather information.

D.2.6 If the Contractor discovers site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the Work, the Contractor shall notify the Owner's Authorized Representative immediately and before the area has been disturbed. The Owner's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ

materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If it is determined that a differing site condition exists, any compensation or credit will be determined based on Section D. 1, Changes. If the Contractor does not concur with the decision of the Owner's Authorized Representative and/or believes that it is entitled to additional compensation, the Contractor may proceed to file a claim.

D.3 CLAIMS REVIEW PROCESS AND DISPUTE RESOLUTION

D.3.1 All Contractor claims shall be referred to the Owner's Authorized Representative for review. All claims shall be made in writing to the Owner's Authorized Representative not more than ten (10) days from the date of the occurrence of the event which gives rise to the claim or not more than ten (10) days from the date that the Contractor knew or should have known of the problem. Unless the claim is made in accordance with these time requirements, it shall be waived.

D.3.2 All claims shall be submitted in writing and shall include a detailed, factual statement of the basis of the claim, pertinent dates, Contract provisions which support or allow the claim, reference to or copies of any documents which support the claim, the exact dollar value of the claim, and specific time extension requested for the claim. If the claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim prior to forwarding it and that analysis and evaluation to the Owner's Authorized Representative. The Owner's Authorized Representative and the Owner will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract.

D.3.3 The Owner's Authorized Representative will review all claims and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and Owner in writing of the time required for adequate review and response; (3) reject the claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the claim; or (5) propose an alternate resolution.

D.3.4 The Owner's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the Owner within fifteen days of receipt of the decision. The Contractor must present written documentation supporting the claim within fifteen days of the notice of appeal. After receiving the appeal documentation, the Owner shall review the materials and render a decision within 30 days after receiving the appeal documents.

D.3.5 The decision of the Owner shall be final and binding unless the Contractor requests mediation within fifteen days of receipt of the Owner's decision. Both the Owner and the Contractor are obligated to participate in the mediation process prior to either or both proceeding to litigation. The mediation process is non-binding.

D.3.6 If the parties cannot mutually resolve any claims or disputed claims, it is agreed that the parties shall submit to mediation prior to the commencement of litigation. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement, either party may apply to the Presiding Judge for Washington

County Circuit Court for appointment of a mediator. Each party shall share equally in the fees and costs of the mediator. Each party shall be responsible for its own attorneys fees and other expert fees. Mediation shall be at Portland, Oregon unless the parties agree otherwise. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both Owner and Contractor and failure to comply with this requirement is a material breach of the Contract. The schedule and time allowed for mediation will be mutually acceptable.

If the dispute is not resolved by mediation, either party may file a lawsuit to resolve the dispute in a court with

proper jurisdiction located in Clackamas County, Oregon. Any trial shall be to the court without a jury. Each party shall be responsible for its own costs and attorneys and expert fees.

D.3.7 Regardless of the review period or the final decision of the Owner's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the Owner or Owner's Authorized Representative.

SECTION E PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the Owner's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment.

E.2 APPLICATIONS FOR PAYMENT

E.2.1 Owner shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the Owner's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. Owner shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, Owner shall so notify the Contractor within 15 days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven days of being notified by the Owner, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the Owner and the Contractor.

E.2.2 Contractor shall submit to the Owner's Authorized Representative, an application for each payment and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. Contractor shall include, in its application for payment, a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, the undersigned, hereby certify that the above bill is true and correct, and the payment therefore, has not been received.

Signed: _____

E.2.3 Generally, request for payment will be accepted only for materials which have been installed. Under special conditions, payment requests for stored materials will be accepted at Owner's sole discretion. Such a payment, if made, will be subject to the following conditions:

- (a) The request for stored material shall be submitted at least 30 days in advance of the Application for Payment on which it appears.

Requests for payment shall be entertained for major equipment, components or expenditures only.

- (b) The Contractor shall submit invoices showing the quantity and cost of the material stored.
- (c) The material shall be stored in a bonded warehouse and Owner's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the Owner as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the Owner.
- (e) Payments shall be made for material only. The submitted invoice amount shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be born solely by the Contractor.
- (f) Within 60 days of the request for payment, the Contractor shall submit evidence of payment covering the material stored.
- (g) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
- (h) All required documentation must be submitted with the respective Application for Payment.

E.2.4 The Owner reserves the right to withhold payment for Work which has been demonstrated or identified as failing to conform with the Contract Documents.

E.3 PAYROLL CERTIFICATION REQUIREMENT

E.3.1 Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

E.4 RETAINAGE

E.4.1 Retainage shall be withheld and released as follows:

- E.4.1.1 Owner may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, Owner may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the Owner's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the Work is 97-1/2 percent completed the Owner may, at its discretion and without application by the Contractor,

reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, Owner shall respond in writing within a reasonable time.

E.4.1.2 Contractor may request in writing:

- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with Owner or in an escrow account, satisfactory to Owner, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of Owner;
- (b) that retainage be deposited in an interest bearing account, in a bank, savings bank, trust company or savings association for the benefit of Owner, with earnings from such account accruing to the Contractor; or
- (c) that the Owner allow Contractor to deposit a surety bond for the benefit of Owner, in a form acceptable to Owner, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.570.

Where the Owner has agreed in its sole discretion to the Contractor's election of option (a) or (b), Owner may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the Owner has agreed to Contractor's election of option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the Project.

- E. 4.1.3 The retainage held by Owner shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The Owner shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment due Contractor, interest to commence 30 days after the Work under the Contract has been completed and accepted and to run until the date when final

payment is tendered to Contractor. The Contractor shall notify Owner in writing when the Contractor considers the Work complete and Owner shall, within 15 days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If Owner does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

- E.4.1.4 Owner shall reduce the amount of the retainage if the Contractor notifies the controller of the Owner that the Contractor has deposited in a bank or trust company, in a manner authorized by the Owner's Authorized Representative, bonds and securities of equal value of a kind approved by the Owner's Authorized Representative.

E.5 **FINAL PAYMENT**

Upon completion of all the Work under this Contract, the Contractor shall notify the Owner's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the Owner's Authorized Representative will inspect the work, and if acceptable, submit to the Owner a recommendation as to acceptance of the completed Work and as to the final estimate of the amount due the Contractor. If the Work is not acceptable, Owner will notify Contractor within 15 days of Contractor's request for final payment. Upon approval of this final estimate by the Owner and compliance by the Contractor with provisions in Section K. 3 RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the Owner shall pay to the Contractor all monies due Contractor under the provisions of these Contract Documents.

SECTION F

JOB SITE CONDITIONS

F.1 USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the Owner's Authorized Representative. Contractor shall follow the Owner's Authorized Representative's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY, AND THE PUBLIC

F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the Owner's Authorized Representative, Owner's workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the Owner, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the Owner. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

F.2.2 Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by the Work. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the Owner's Authorized Representative. The Owner's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.

F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall report, immediately in writing, to the Owner's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.

F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.

F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects on the environment. Handling of all materials will be

conducted so no release will occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the Owner's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the Owner's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.

F.3 CUTTING AND PATCHING

F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.

F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be ordered by the Owner and, in any event, immediately after completion of the Work, the Contractor shall, at his own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the Owner the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

F.5.1 Contractor will be held responsible for any and all spills, releases, discharge or leaks of environmental pollution during performance of the Contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to satisfaction of the Owner and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the Owner and be performed by properly qualified personnel.

F.5.1.1 Contractor shall obtain the Owner's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the Owner, the Contractor, at all times, shall:

- (a) properly handle, use and dispose or all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable

F.5.1.2 Contractor shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material, to the extent such spill, release, discharge, or leak was caused or contributed to by Contractor's (i) negligence or (ii) failure to perform in accordance with the Contract Documents. Nothing in this section F.5.1.2 shall limit Contractor's liability or responsibility under Section G.2. 1. I of this Contract.

F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the Owner. A written follow-up report shall be submitted to Owner within 48 hours of the telephonic report. Such written report shall contain, as a minimum:

- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or Owner officials other than Owner.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

(g) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify Owner of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" are those substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying Owner of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well-being of Contractor's or any Subcontractor's work force.

F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project site, Owner shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

F.7.1 Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, sovereign, or public enemy, strikes, freight embargoes and/or war which is beyond that party's control. The Owner may terminate this Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

F.7.2 In the event Force Majeure impacts this Project, the Owner may grant a reasonable extension of time, and there shall be no additional compensation paid to the Contractor.

SECTION G

BONDING AND INSURANCE

G.1 PERFORMANCE AND PAYMENT SECURITY

- G.1.1 The Contractor shall furnish and maintain in effect at all times during the Contract Period, a bond to cover performance/payment in a sum equal to the Contract Price.
- G.1.2 A performance/payment bond issued by a surety company authorized to do business in Oregon is the only acceptable form of performance/payment security, unless otherwise agreed to by the Owner in writing.

G.2 INSURANCE AND INDEMNIFICATION

- G.2.1 Responsibility For Damages/ Hold Harmless:
- G.2.1.1 Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the Contractor, its Subcontractors, personnel, or agents. Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner against any claims arising from said damage, injury, loss, expense, inconvenience or delay.
- G.2.2 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage, and the Owner's insurance is excess and solely for damages or losses for which the Owner is responsible. The coverage's indicated are minimums unless otherwise specified in the Contract Documents.
- G.2.3 Workers' Compensation: The Contractor, its Subcontractors, if any, and all employers providing work, labor, or materials under this Contract are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon Law for all their subject workers. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a Certificate of Insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.2.4 BUILDER'S RISK INSURANCE

- G.2.4.1 Builder's Risk: Unless waived in writing by Owner, during the term of this Contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will

include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

- G.2.4.2 Builder's Risk Installation Floater: The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the Owner, the Contractor and its Subcontractors as their interests may appear.

G.2.5 LIABILITY INSURANCE

- G.2.5.1 Commercial General Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include coverage for the hazards of operations including explosion, collapse and underground coverage, elevators, independent contractors, employees as additional insureds, and broad form property damage. The insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided for in this Contract, for contracts related to the Work, and products/completed operations liability. The policy shall be endorsed to extend the completed operations for three years after Final Completion of the Work. Combined single limit per occurrence shall not be less than \$2 million, or the equivalent. Each annual aggregate limit shall not be less than \$2 million, when applicable.
- G.2.5.2 Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Automobile Liability Insurance covering owned, non-owned and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$2,000,000.00 or the equivalent.
- G.2.5.3 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period the Contractor's insurer will provide such if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).
- G.2.6 Additional Insured: The liability insurance coverage, required for performance of this Contract shall include Owner, members of its Board, its officers and employees, as Additional Insureds but only with respect to the Contractor's activities to be performed under this Contract.

If Contractor cannot obtain an insurer to name Owner, members of its Board, its officers and employees as Additional Insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, Owners and Contractors Protective Liability Insurance, naming the Owner, members of its Board, its officers and employees as Named Insureds with not less than a \$3 million limit per occurrence. This policy must be kept in effect for 24 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to its issuance of a Notice to Proceed.

- G.2.7 Notice of Cancellation or Change: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages) without 45 days' written notice from the Contractor or its insurer(s) to the Owner. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner the members of its Board of Education, officers, or employees.
- G.2.8 Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the

Contractor shall furnish Certificate(s) of Insurance to the Owner prior to its issuance of a Notice to Proceed. The Certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from acceptable insurance companies or entities authorized to do business in Oregon. Contractor shall cause the insurer to strike out the clause "endeavor to send notice of cancellation" where such or a similar clause appears in any certificate. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$25,000 shall be disclosed to the Owner in writing prior to issuance of a Notice to Proceed and is subject to Owner's approval. All policies of insurance must be written by companies having an A.M. Best rating of "A VIII" or better. The Owner may, upon thirty (30) days written notice to Contractor, require Contractor to change any carrier whose rating drops below the A VIII rating.

SECTION H**SCHEDULE OF WORK****H.1 CONTRACT PERIOD**

- H.1.1 Time is of the essence on this Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within 15 calendar days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents.
- H.1.3 The Owner shall not waive any rights under the Contract by permitting the Contractor to continue or complete the Work or any part of it after the date described in H.1.2 above.
- H.1.4 Any claim for additional time shall be based on written notice stating the general nature of the request, delivered to the Owner's Authorized Representative, in accordance with D. 2. 1. As a part of this notice, the Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work and Final Completion of the Project. Failure to submit a suitable notice within the specified time period will result in the Contractor waiving this right to request additional time for that delay cause. This does not abrogate Section D. 1.5.

H.2 SCHEDULE

- H.2.1 Contractor shall provide, by or before the pre-Work conference, a detailed schedule for review and acceptance by the Owner. The submitted schedule must illustrate Work by significant Project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the Project or 5 % of the available time. Schedules with activities of less than one day or valued at less than 1 % of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the Owner does not constitute agreement by the Owner, as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Project. Use of the float will be negotiated. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract time but after Contractor's scheduled completion.

CORRECTION OF WORK**I.1 CORRECTION OF WORK BEFORE FINAL PAYMENT**

Work failing to conform to the Contract Documents shall be deemed defective. Contractor shall promptly remove from the premises and replace, all defective materials as determined by the Owner's Authorized Representative as failing to conform to the Contract Documents, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the Owner, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement.

I.2 WARRANTY WORK

- I.2.1 Neither the final certificate of payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless otherwise specified, Contractor shall correct any defects that appear in the Work within a period of one year from the date of issuance of the written Notice of Substantial Completion by the Owner except for latent defects which will be remedied by the Contractor at any time they become apparent. The Owner shall give Contractor notice of defects with reasonable promptness.
- I.2.2 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the Owner and shall not take effect until affected Work has been accepted in writing by the Owner's Authorized Representative.

SECTION I

SECTION J

SUSPENSION/TERMINATION OF THE WORK

J.1 OWNER'S RIGHT TO SUSPEND THE WORK

J.1.1 The Owner and/or the Owner's Authorized Representative has the authority to suspend portions or all of the Work due to causes including, but not limited to:

- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) Failure of the Contractor to carry out orders;
- (d) Conditions, in the opinion of the Owner's Authorized Representative, which are unsuitable for performing the Work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.

J.1.2 Contractor and the Contractor's Surety shall be notified in writing of the effective date and time of the suspension and shall be notified in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.

J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

J.3.1 Depending on the reason for suspension of the Work, the Contractor or the Owner may be due compensation by the other party. If it was a Contractor caused suspension, the Owner may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the Owner's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by the Owner, the Contractor shall be due compensation which shall be defined using Section D, Changes in the Work. If the suspension was required through no fault of the Contractor or the Owner, neither party owes the other for the impact.

J.4 OWNER'S RIGHT TO TERMINATE CONTRACT

J.4.1 The Owner, after providing Contractor an opportunity for remedy, may, without prejudice to any other right or remedy and after giving Contractor seven (7) days written notice, terminate the Contract under the conditions including but not limited to those listed below:

- (a) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and its Contractor as debtor-in-possession or Trustee for the estate fail to assume the Contract within a reasonable time;
- (b) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (c) If a receiver should be appointed on account of Contractor's insolvency;
- (d) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (e) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the Owner or its Authorized Representative; or
- (f) If Contractor is otherwise in material breach of any part of the Contract.

J.4.2 At any time the above occurs, Owner may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, Contractor shall not be entitled to receive further payment until the Work is completed. If the Owner's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to Owner.

J.5 TERMINATION FOR CONVENIENCE

J.5.1 Owner may terminate the Contract in whole or in part whenever Owner determines that termination of the Contract is in the best interest of the public.

J.5.2 Owner will provide Contractor and Contractor's surety seven (7) days prior written notice of a termination for public convenience. After such notice, Contractor and Contractor's surety shall provide Owner with immediate and peaceful possession of the premises and materials located on and off the premises for which Contractor received progress payment under Section E. Compensation for Work terminated by the Owner under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits due to termination.

J.6 ACTION UPON TERMINATION

J.6.1 Upon receiving a Notice of Termination, and except as directed otherwise by the Owner, Contractor shall immediately cease placing further subcontracts or orders for materials, services or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the Owner, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.

J.6.2 As directed Owner, Contractor shall upon termination transfer title and deliver to Owner all Project documents, information and other property that, if the Contract had been completed, be required to be furnished Owner.

SECTION K CONTRACT CLOSE OUT

K.1 RECORD DRAWINGS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide to Owner's Authorized Representative, record drawings of the entire Project. Record drawings shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the Work. Record drawings are part of the Work and shall be provided prior to the Owner's issuance of final payment. Record drawings include all modifications to the Contract Documents unless otherwise directed.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manual") for review by the Owner's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the O&M Manuals have been received. The OEM Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The Owner's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, five (5) complete and approved sets of O & M Manuals shall be delivered to the Owner's Authorized Representative by the Contractor.

K.3 RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the Owner's Authorized Representative a notarized Release of Liens and Claims Form, which states that all Subcontractors and suppliers have been paid in full, all disputes with property owners have been resolved, all obligations on the Project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the Project. The Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the Owner, of all liens arising out of or filed in connection with the Work.

K.4 NOTICES

K.4.1 Contractor shall provide Owner a written notice of both Substantial and Final Completion. Both completion notices must be signed by the Owner's Authorized Representative to be valid. The Owner shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the Owner.

K.4.2 Substantial Completion of an operating facility shall be that degree of completion that has provided a minimum of 30 continuous days of successful, trouble-

free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the Owner's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the Owner to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the Owner's Authorized Representative with submission of the request for the Substantial Completion notice.

K.4.3 Final Completion shall be when all Work is complete in accordance with the Contract Documents.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the Owner's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow Owner personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the Owner's Authorized Representative.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion Notice, or as a separate written notice submitted with or before the Notice of Final Completion, the Contractor shall notify the Owner that all environmental pollution clean-up which was performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. The notice shall state that the Contractor shall indemnify, defend (with counsel of Owner's choice) and hold harmless the Owner from any claims resulting from the disposal of the environmental pollution including removal, encapsulation, transportation, handling, and storage.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the Owner has not received an unconditioned Certificate of Occupancy from the appropriate state and/or local building officials.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for returning to the Owner all items issued during the Work such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to

transfer utility charges from the Contractor to the Owner. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the Owner does not take beneficial use of the facility and the Contractor's forces continue with the Work.

SECTION L

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

L.1 LAWS TO BE OBSERVED

The following is a list of federal, state and local agencies that have or may have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

L.2 FEDERAL AGENCIES

Agriculture, Department of

Forest Service

Soil Conservation Service
Coast Guard

Defense, Department of

Army Corps of Engineers

Energy, Department of

Federal Energy Regulatory Commission

Environmental Protection Agency

Health and Human Services, Department of

Housing and Urban Development, Department of

Solar Energy and Energy Conservation Bank

Interior, Department of

Bureau of Land Management

Bureau of Indian Affairs

Bureau of Mines

Bureau of Reclamation

Geological Survey

Minerals Management Service

U.S. Fish and Wildlife Service

Labor, Department of

Mine Safety and Health Administration

Occupation Safety and Health Administration

Federal Highway Administration

Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of

Agriculture, Department of Soil and Water Conservation Commission

Columbia River Gorge Commission

Energy, Department of

Environmental Quality, Department of

Fish and Wildlife, Department of

Forestry, Department of

Geology and Mineral Industries, Department of
 Human Resources, Department of
 Insurance and Finance, Department of
 Land Conservation and Development Commission
 Parks and Recreation, Department of
 State Lands, Division of
 Water Resources Department of

L.4 LOCAL AGENCIES

City Councils
 County Courts
 County Commissioner, Board of
 Design Commissions
 Historical Preservation Commission
 Planning Commissions

WCN 48 VDC Power and Battery Plant Requirements and Scope of Work

Battery Plant Requirements

- Battery Plant shall be installed into Newberg the Public Safety Communications Shelter to provide backup power to the communications equipment also contained within the shelter. The goal is to maintain the equipment as operational for up to 12 hours (site load dependent). The Shelter will be temperature controlled by dual HVAC systems.
- Selected Contractor shall fully install, provision, and test system to insure conformance to specifications and WCN requirements.
- Selected Contractor shall provide design, equipment and personnel to provide a seamless (no 48 VDC power loss to existing equipment) cut over from the existing 48 VDC power plant to new 48 VDC plant. Contractor must clearly define how this will be accomplished, in detail, in the bid response.
- Batteries shall provide a consistent 48 VDC power from a series of 24 each 2V VRLA flooded batteries utilizing absorbent glass mat separator C-wrapped technology to ensure plate isolation & optimized to reduce oxygen transfer.

Battery plan shall have incorporated a Battery diagnostic and monitoring system using the CELLTRAQ system or functionally equivalent system that provides real-time monitoring of critical performance characteristics of the battery plant. This diagnostic system must be Ethernet capable for remote alarms monitoring and reporting via Email, Text Message, and SNMP. The minimum diagnostics are:

- Mono-Block, Cell, Jar level measurements
 - Conductance
 - Voltage
 - Temperature at the negative post
 - Strap Resistance
 - Discharge voltage and temperature under load test or during a power outage
- String level measurements
 - Voltage
 - Current
 - Ripple current
 - Ambient temperature (at a minimum of two locations on the stack)
 - Discharge current and voltage
 - Under Load testing
 - Under Power Outage conditions
- The design service life shall be equal to or greater than 20 years. Proposed supplier shall provide published documentation to support compliance to this requirement.
- Constant Current Rating shall be 2040 AH minimum with 2200 AH preferred.
- Overall design shall be modular to allow for easy assembly, installation, replacements and or repairs inside of a communications shelter with limited isle space.
- Floor mounting support dimensions shall conform to the attached drawing (reference drawing 1).
- Physical Dimensions shall be no greater than 44 inches wide and no more than 85 inches high from the mounting plate (shelter floor elevation). The total depth of the plant shall be no more than 26 inches deep.
- As finally assembled in the shelter, the power plant must be NEBS Level 3 and compliant to Seismic Risk Zone 4 as installed.

- Shall exceed 2006 IBC requirements up to 300% g level.
- Shall be 2007 CBC compliant.
- Active Materials shall be Low Float Current Design tested to SR-4228.
- All connectors shall be Tin-Plated Copper alloy to minimize oxidation and increase overall reliability and shall be have color coded terminals to identify polarity.
- Shall employ an Ohmic Ring or similar technology to facilitate ease of making maintenance readings for a single technician.
- Shall employ calcium alloys or similar technologies to minimize positive grid corrosion and growth.
- Battery container shall be constructed of a thick walled polypropylene thermally welded container and cover with a flammability rating of UL94 VO, LOI>28%.
- Proposed battery technology shall support a narrow float voltage window with an aim to make on-site float matching unnecessary.
- Proposer shall provide onsite service within 24 hours of a request for service call from WCCCA.
- Proposer shall provide replacement batteries within 48 hours or order acceptance.
- Proposer shall provide a 10-year in place warranty on Batteries and related materials and services.
- Proposer shall provide information regarding reduced float current or other energy savings that are be employed in the design and operation of the battery plant. This information shall be used a key criteria for selection of a supplier as power efficiency is of utmost concern.

48 VDC Power Plant Requirements

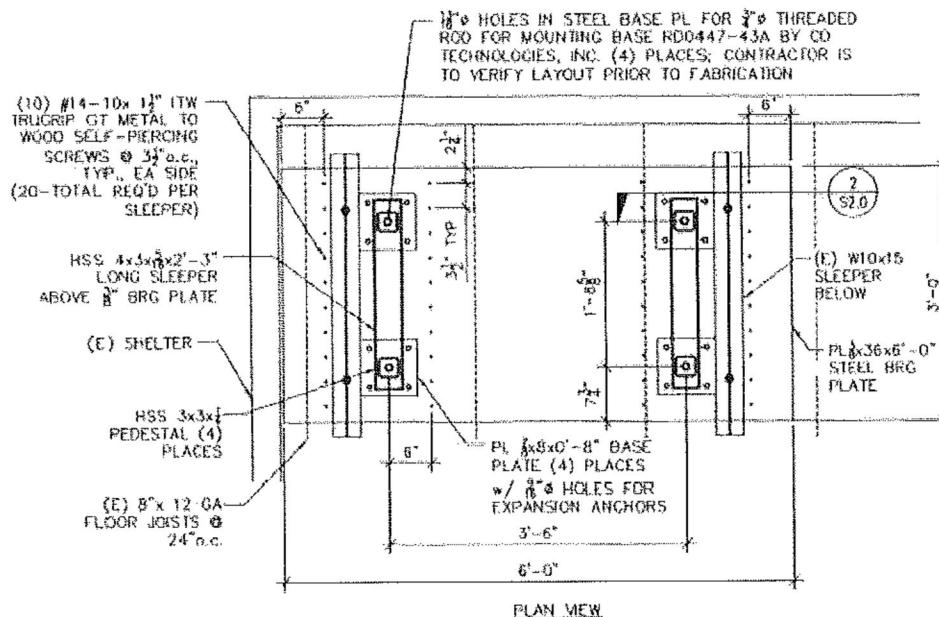
- The 48 VDC power system shall be installed into the Newberg Public Safety Communications Shelter to provide:
 - A dual bus (Load bus separate from battery bus) primary power system to operate the equipment within the Communications shelter and to charge the Battery Plant. The operational goal is to simultaneously provide 200 AMPS of continuous service to the equipment and a minimum of 100 amps of charging current to the battery.
- The proposed system shall be center mounted into a 23" relay rack. Provided racks shall be Z4 rated and NEBS L3 certified.
- Selected Contractor shall fully install, provision, and test system to insure conformance to specifications and WCN requirements.
- The proposed system shall have a common DC distribution buss that supports up to 26 distribution and return positions in 5RU or less rack space. Both load and battery hot and return connections shall be landed on 1/4" studs on 5/8" centers using narrow tongue lugs. Six each (6) Adapter kits shall be provided for landing larger cables for 3 pole 150 AMP breakers.
- The system shall have a separate battery disconnect breaker rated for a 2200 AH battery plant operating the site at up to 150 AMPS continuously.
- All distribution connections and controller I/O contacts shall be front accessible.
- The proposed system shall incorporate an advanced power system controller with a touch screen GUI for local setup, monitoring, and management of the power system from the communication site. This controller shall also provide remotely monitoring, management and control over an SNMP IP connection that is interfaced, via the

WCN Microwave Network, to a contractor provided and provisioned central Network Management system that is to be located at the WCN NOC (network operations center). The Network Management system shall utilize a common, WEB browser based solution utilizing a built-in web server to provide configuration, system parameters, alarms, monitoring and control via local or remote IP access, using a standard internet browser.

Minimum Alarm and GIO Features that shall be provided/supported:

- ✓ Visible LED indicators – Bus Power Present and Breaker Alarm. LED indicators are green when the bus is powered and turn red when any breaker trips. This function must support the load bus and the battery bus.
- ✓ Dry Contact– Breaker Alarm 2 each
- ✓ Bus Voltage Monitoring (2 each) Breaker Alarm Monitoring (2 each)
- ✓ Temperature Sensor Inputs (4 each)
 - A minimum of four (4) temperature probes to monitor the surrounding environment or equipment temperatures. The analog values may be programmatically used to report high or low temperature alarms or to provide inputs for external device control and management via DO's (Digital Outputs).
- ✓ Form C Relay Outputs (12 each); Used to extend alarms and control to external equipment and or systems. Internally and externally generated alarms or control signaling may be mapped to control any one of these relays, or several signals may be logically mapped to just one relay or none at all. None of the output relays shall be pre-configured.
- ✓ Digital Inputs (8 each); support for up to eight digital inputs. Two (2) shall be used for monitoring the breaker bus alarm and the battery bus breaker alarm respectively. Digital inputs D3 to D8 are available for customer use. Six (6) shall be designated for customer define purposes.
- ✓ Voltage Sense Inputs (2 each)
- ✓ Analog input channels supporting; voltage measurements, current measurements and temperature measurements.
 - A minimum of two (2) voltage measurement channels, used to monitor the discharge and charge voltage and a minimum two (2) spare measurement channels for customer defined use.
- ✓ The proposed power system shall be high temperature rated design for harsh indoor conditions. This is a key criterion, as this system shall be required to operate under conditions when commercial power has been lost and generator operations need to be managed to reduce fuel consumption
- The Proposed system shall have integrated into its design:
 - A load/battery breaker configuration that employs a shunt that monitors the total battery charge /discharge current and a 600A Low Voltage Battery Disconnect (LVBD).
 - Automatic control of the LVBD may be bypassed using an LVD override capability.
 - Temperature compensation
- The proposed system shall operate on 240VAC 60 Hz and support a range of operations from 187 to 277 VAC without impact to regulation or shut down.
- The proposed system shall employ multiple circuits to minimize the size of each circuit and to provide overall input power redundancy. No more than 4 each 30 Amp circuits shall be required for a high efficiency system (equal to or greater than 96%) supporting the required capacity.

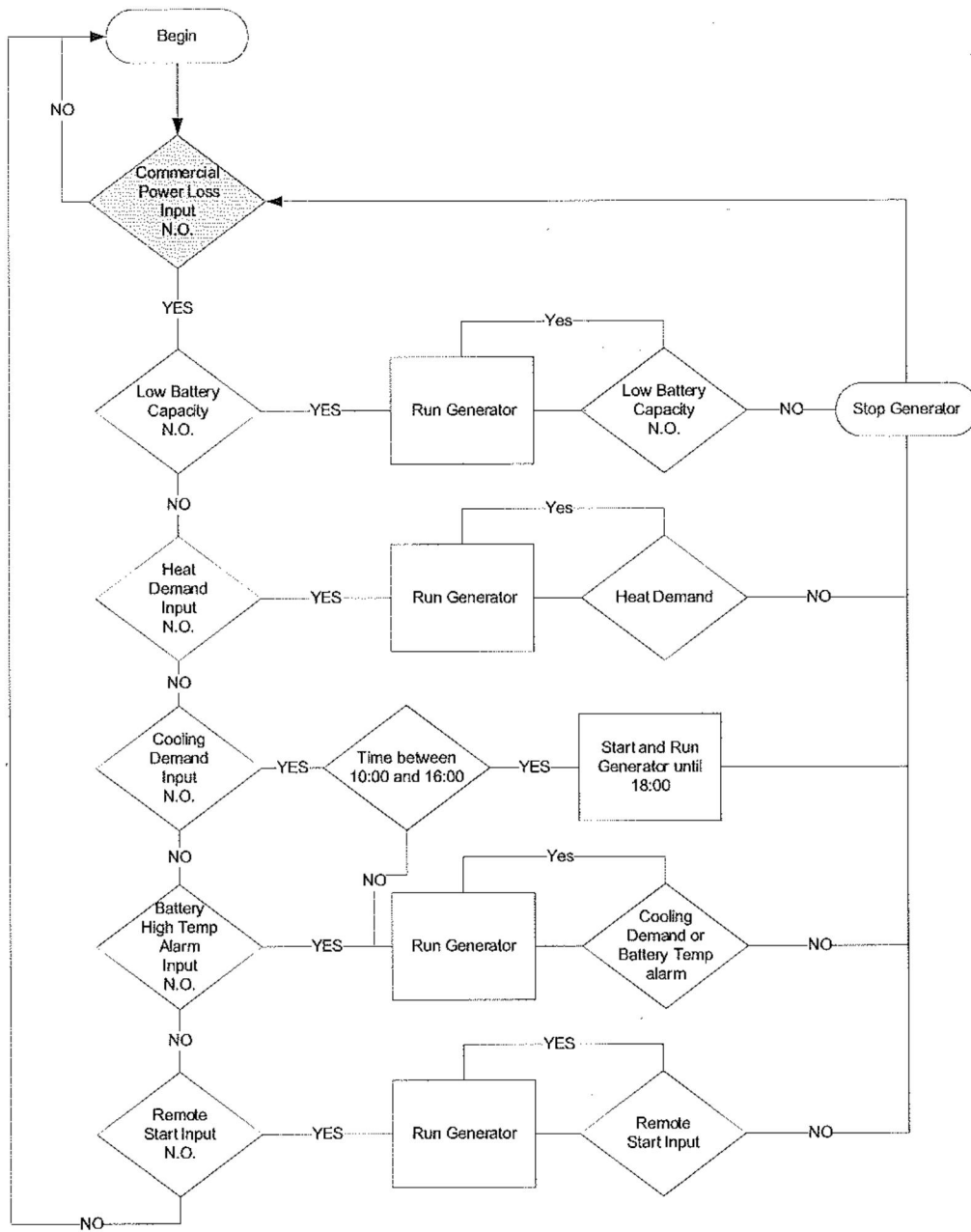
- The proposed system shall have up to 8 each dry contacts output that may be programmed for system alarms and 8 each General Purpose Inputs and Outputs for monitoring and controlling external devices.
- This is a critical element of the design. Control and Management of the HVAC and Generator system shall be provided as detailed in an attached diagram (reference drawing 2).
- Operating Temperature Range: -40 to +40 degrees Celsius.
- Operating Humidity Range: 0 to 95% relative humidity – non-condensing
- Operating Elevation Range: -1600 to 6600 feet above sea level with no reduction in rated output and -1600 to 13,000 feet above sea level with de-rated output.
- Safety compliance to CSA C22.2 No. 60950-1 and UL 60950-1



Reference Drawing 1

Seismic Battery Plant Mounting assembly for WCCCA Shelter One Buildings

Existing and New buildings with Concrete floors will be mounted directly to the floor using the Battery Plant manufactures specifications



Reference Drawing 2
48 VDC Controller Power Management Programming Requirement

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: April 15, 2019

Order No.	Ordinance No.	Resolution 2019-3550 No. 2019-3550	Information
SUBJECT: Ratify Newberg-Dundee Public Safety Association – July 1, 2019-June 30, 2020 Cost of Living Adjustment (COLA)			Contact Person (Preparer) for this Motion: Anna M. Lee, HR Director Dept.: Human Resources File No.:

RECOMMENDATION:

Adopt **Resolution No. 2019-3550** to ratify the Newberg-Dundee Public Safety Association Cost of Living Adjustment (COLA).

3% COLA as of July 1, 2019 to June 30, 2020.

EXECUTIVE SUMMARY:

Per the current approved Newberg-Dundee Public Safety Association contract July 1, 2017 through June 30, 2022:

ARTICLE 11: COMPENSATION

11.1 WAGE SCHEDULE.

- A. Effective July 1, 2017, all classifications shall receive a cost of living adjustment of 2.1%.

In addition to the cost of living adjustment set forth above. Employees in the classification of Record and Evidence Technician shall effective July 1, 2017, receive a market adjustment of nine percent (9%).

- B. Effective April 1, of each subsequent year of the collective bargaining agreement both parties agree to reopen the contract for wage items only.
- C. An employee will advance one (1) step annually on the salary schedule on the employee's anniversary date provided the employee obtains an overall satisfactory performance evaluation.

FISCAL IMPACT:

Approximately \$112,000.00 fiscal impact for 2019-2020 year.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):

The financial matters addressed with this Cost of Living Adjustment (COLA) will help benefit the community. It's essential to maintain quality public safety and dispatch services for the City of Newberg and fair compensation for public safety employees.



RESOLUTION No. 2019-3550

A RESOLUTION APPROVING THE 2019-2020 COST OF LIVING ADJUSTMENT (COLA) OF 3% FOR THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF NEWBERG AND NEWBERG-DUNDEE PUBLIC SAFETY ASSOCIATION, EFFECTIVE JULY 1, 2019 TO JUNE 30, 2020. AUTHORIZING THE CITY MANAGER TO EXECUTE THE 2019-2020 COST OF LIVING ADJUSTMENT (COLA) OF 3%.

RECITALS:

1. City staff has been negotiating with the Newberg Dundee Public Safety Association (the "Association") representatives for the 2019-2020 Cost of Living Adjustment (COLA).
2. The City has been notified that the Association members on February 25, 2019, have ratified the 2019-2020 Cost of Living Adjustment (COLA) and adjustment for the Collective Bargaining Agreement ("Agreement").
3. City staff recommends acceptance of the 2019-2020 Cost of Living Adjustment (COLA) by the City Council.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City approves, 3% COLA as of July 1, 2019 to June 30, 2020.
2. The City Manager is authorized to execute the Cost of Living Adjustment (COLA) with the Association on behalf of the City.
3. The City Attorney and Human Resources Director have review and approve the Agreement as to form and content.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: _____, 2019.

ADOPTED by the City Council of the City of Newberg, Oregon, this ____ day of _____, 2019.

Sue Ryan, City Recorder

ATTEST by the Mayor this _____ day of _____, 2019.

Rick Rogers, Mayor

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: April 15, 2019

Order ____ Ordinance ____ Resolution XX Motion ____ Information ____
No. No. No. 2019-3555

SUBJECT: A Resolution authorizing the Public Works Director to apply for Portland General Electric: Renewable Development Fund (RDF) and the Oregon Department of Energy: Renewable Energy Development (RED) grants, and authorizing the City Manager to execute all grant award contract documents

Contact Person (Preparer) for this
Motion: Jay Harris, Director
Dept.: Public Works
File No.:

RECOMMENDATION:

Adopt Resolution No. 2019-3555.

EXECUTIVE SUMMARY:

City staff would like to apply for two grants for the installation of a 4kW solar panel system to help offset the high monthly electrical costs. The Waste Water Treatment Plant (WWTP) has an average annual electric bill of \$250,000. City staff over the last few years have been researching ways to reduce costs at the WWTP. Solar energy options have been identified that can offset a portion of the substantial electrical cost. Four options were considered: (1) Do nothing; (2) A small 4kW solar option - \$824,000; (3) A large 2 MW solar option - \$3.2 million; (4) Partner with an investor. After researching items and discussions with the City Manager, staff recommends to move forward with the 4kW solar system. Once operational, this system provides an average of 14.1% energy savings. With the successful award of the RED grant and RDF grant, the payback period is estimated to be 11 years. The smaller 4kW solar system allows the City to apply for both grants and also qualify for a \$40k Energy Trust of Oregon rebate. If we are successful in obtaining the grants, the City would need to provide public information with tours, handouts, signs, etc. at additional staff time and costs to the City.

4KW Solar Options:

Advantages:

- a. Low initial cost - \$824k total. Grants and rebate potential totals \$350k
- b. Estimated projected payback period of 17 years without grants, 11 years with grants
- c. Average of 14.1% of energy savings at WWTP
- d. Future expansion of WWTP won't impact solar installation
- e. 4kW option easier to fund compared to 2MW project cost of \$3.2 million
- f. Project could be expanded in future
- g. Public awareness of City effort to reduce waste water treatment costs
- h. Partners (PGE/State) coordinating regional/state awareness of cost savings
- i. City/State public awareness of "green energy alternatives"
- j. The panels have a warranty of 25 years and a typical lifespan of 40 years.

Disadvantages:

- a. Funds for project will need to be identified and would affect other planned projects in the 5-year waste water capital improvement plan (CIP)

- b. \$50k energy savings per year has small impact compared to WWTP power cost of \$250k per year
- c. Long-term maintenance of the solar panel installation estimated to be \$2,500 per year
- d. Panels have reduced output over time, which is considered in the payback model
- e. Potential glare/visual impact to neighboring uses.
- f. Replacement costs +/- 30 years out

FISCAL IMPACT:

The City would be requesting a grant of \$250,000 from the RED grant and \$60,000 from the RDF grant. The RED grant has a \$500 application fee and a fee of up to \$8,900 for a technical review of the drawings if selected. The City would also receive \$40,000 from the Energy Trust of Oregon rebate totaling \$350,000 of financial assistance. If the grants are secured, the grants require the City to provide public information with tours, handouts, signs, etc. at additional staff time and costs to the City. The solar project is not in this current year's budget or the proposed 19-20 budget. A supplemental budget will be submitted for council consideration in the fall of 2019 if we are successful with the grants as the project would not move forward without securing both the RED and RDF grants. Along with the supplemental budget, the staff will provide a reprioritization of the waste water capital projects and/or a drawdown of waste water reserves.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):

GOAL 5 – STRATEGY 5.1: Evaluate opportunities for expanded use of technology.



RESOLUTION No. 2019-3555

A RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR TO APPLY FOR PORTLAND GENERAL ELECTRIC: RENEWABLE DEVELOPMENT FUND (RDF) AND THE OREGON DEPARTMENT OF ENERGY: RENEWABLE ENERGY DEVELOPMENT (RED) GRANTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL GRANT AWARD CONTRACT DOCUMENTS

RECITALS:

1. The City of Newberg has the opportunity to install a 4KW solar panel system to potentially save 14.1% in energy costs at the wastewater treatment plant.
2. Two grants are available to reduce the estimated \$824,000 project cost. The RDF grant is \$60,000 and the RED grant is \$250,000 for a total of \$310,000. With the \$40,000 Energy Trust Rebate, the financial assistance totals to \$350,000 and the solar project payback period is reduced from 17 years to 11 years.
3. The project could be expanded in future and the City increases public awareness of City efforts to reduce costs at the Waste Water Treatment Plant.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The Public Works Director is authorized to apply for Portland General Electric: Renewable Energy Fund (RDF) and the Oregon Department of Energy: Renewable Energy Development (RED) grants.
2. The proposed solar project would not move forward without successful awards of both the RDF and RED grants.
3. The City Manager is authorized to execute all grant award contract documents

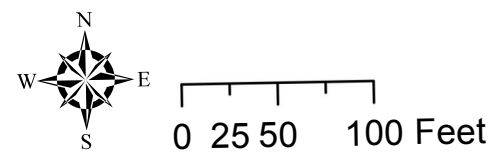
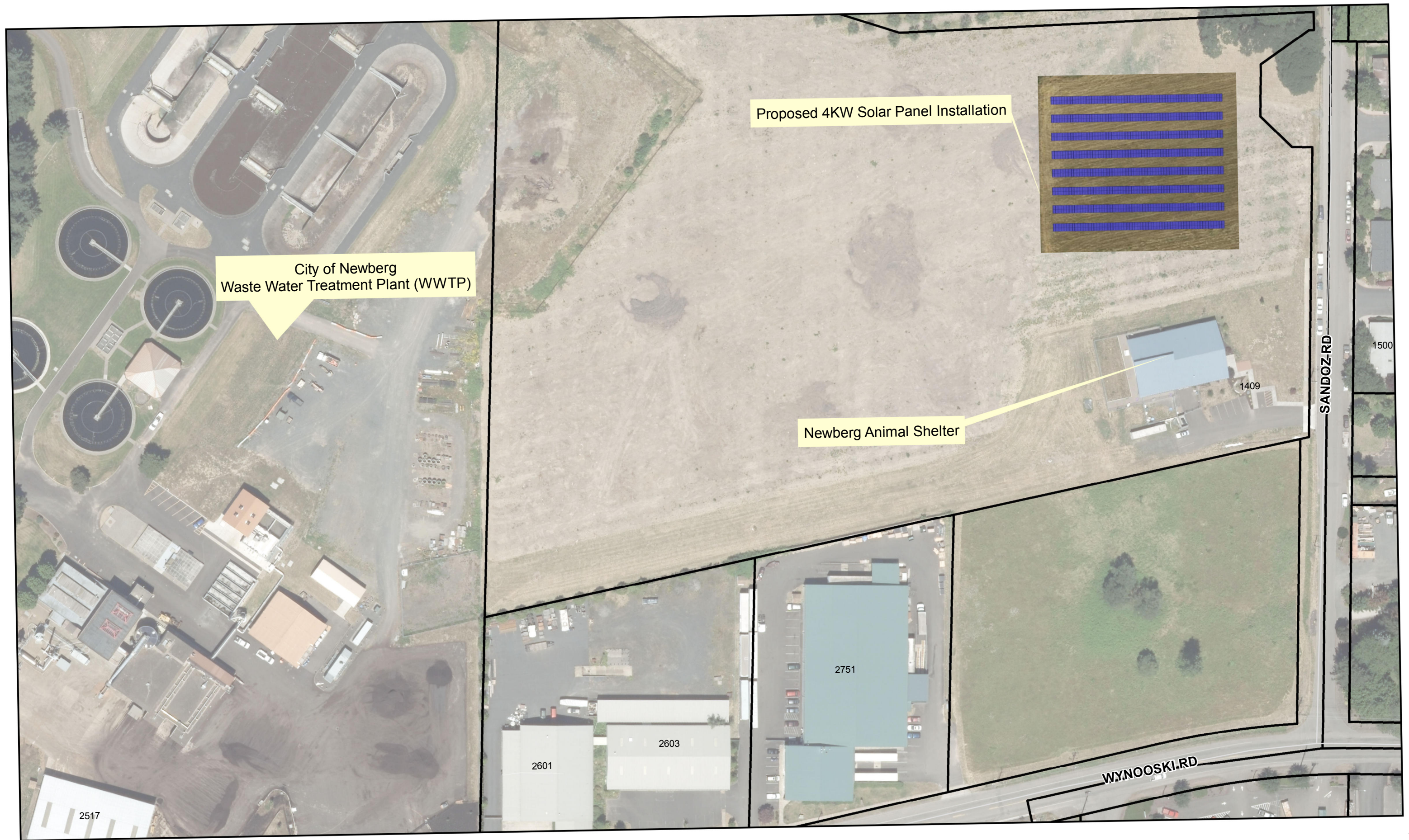
➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: April 16, 2019.

ADOPTED by the City Council of the City of Newberg, Oregon, this 15th day of April, 2019.

Sue Ryan, City Recorder

ATTEST by the Mayor this 18th day of June, 2019.

Rick Rogers, Mayor



IMPORTANT NOTICE TO ALL USERS:

DISCLAIMER AND LIMITATION OF LIABILITY
 This information is not guaranteed to be accurate and may contain errors and omissions.
 The City of Newberg provides
 NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY INFORMATION HEREIN.
 This map is created from various data sources and is subject to change without notice. This map is intended for general planning purposes only.

**PRELIMINARY 4KW
 SOLAR PANEL SKETCH**
 4-5-2019



Project Name:	Newberg WWTP 4kW		
Size of System (kW)	4.0	Project Location	OR
Price of System (\$/watt)	\$1.88	Electric Rate (\$/kWh)	\$0.073
Total Price	\$824,000	PGE Development Grant	\$0.00
ODOE RED Grant Funds	\$250,000	Depreciation Type	MACRS
PGE RDF Grant Funds	\$60,000	Estimated System Output (kWh/yr)	512,600
Energy Trust of OR Rebate	\$40,000		
Net Price	\$474,000		

3,644,000 kWh/yr Annual Usage

512,600 kWh/yr Proposed Production

14.1% Offset of Production in Total Usage

Year ->	0	1	2	3	4	5	6	7	8	9	10	11	15	20	21	22	23	24	25	40		
Depreciation Schedule		100.00%																				
Allowable expense to depreciate	\$700,400.00																					
Estimated Annual Maintenance		\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500		
Escalating Rate		0.073	0.076	0.078	0.080	0.083	0.085	0.088	0.090	0.093	0.096	0.099	0.111	0.129	0.132	0.136	0.141	0.145	0.149	0.239		
Electricity Savings	\$0	\$37,589	\$38,484	\$39,401	\$40,340	\$41,300	\$42,284	\$43,291	\$44,323	\$45,378	\$46,459	\$47,566	\$52,263	\$58,791	\$60,191	\$61,625	\$63,093	\$64,596	\$66,134	\$96,384	\$48,635	Average savings
Energy production		512,600	509,524	506,467	503,428	500,408	497,405	494,421	491,454	488,506	485,575	482,661	471,181	457,214	454,471	451,744	449,034	446,340	443,662	402,934		
ODOE RED Grant Funds	\$0	\$250,000																				
PGE RDF Grant Funds	\$0	\$60,000																				
Federal Tax Credit		\$250,000																				
Total Savings per Year	\$0	\$37,589	\$38,484	\$39,401	\$40,340	\$41,300	\$42,284	\$43,291	\$44,323	\$45,378	\$46,459	\$47,566	\$52,263	\$58,791	\$60,191	\$61,625	\$63,093	\$64,596	\$66,134	\$96,384		
Cumulative Total Cash Flow	-\$471,500	-\$433,911	-\$395,427	-\$356,026	-\$315,686	-\$274,386	-\$232,101	-\$188,810	-\$144,487	-\$99,109	-\$52,650	-\$5,084	\$196,783	\$477,374	\$537,565	\$599,190	\$662,282	\$726,878	\$793,012	\$2,018,792		

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: April 15, 2019

Order ____ No.	Ordinance ____ No.	Resolution <u>XX</u> No. 2019-3552	Motion ____	Information ____
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SUBJECT: A Resolution recommending that Yamhill County approve a proposed winery and tasting room at 27200 NE Bell Road, Yamhill County tax lot no. 3208-1700

**Contact Person (Preparer) for this Motion: Cheryl Caines, Senior Planner
Dept.: Community Development
File No.: GEN19-0003**

HEARING TYPE: Quasi-judicial

RECOMMENDATION: Adopt Resolution No. 2019-3552, recommending that Yamhill County approve the proposed conditional use and design review for a winery and tasting room at 27200 NE Bell Road (Yamhill County tax lot no. 3208-1700).

EXECUTIVE SUMMARY: On March 18, 2019 the City of Newberg received a copy of an application to utilize an existing pole barn for a winery and tasting room (Yamhill County tax lot no. 3208-1700) at 27200 NE Bell Road. The property is located outside the city limits, but inside the Newberg Urban Reserve Area. The current zoning is Yamhill County AF-10. There currently is no city comprehensive plan designation for the site since it is not within the Newberg urban growth boundary.

Yamhill County has jurisdiction over the site, and will make the final decision on the application. The Newberg Urban Area Growth Management Agreement states that the City Council shall make a recommendation to the County on land use applications, including conditional use and design review, within the urban growth boundary. The City has 60 days from the receipt of the application to make a recommendation.

The site is located at 27200 NE Bell Road, Yamhill County tax lot no. 3208-1700. It is approximately 8.7 acres and contains an existing single family home and pole barn. The proposal is to lease the site for a winery and utilize the existing pole barn for production and tastings. A new, 40 ft. x 20 ft. shed is proposed at the south end of the property to store vineyard related equipment. It will not be used for wine production or tastings. The proposed winery will produce and sell wine on-site. An appointment only tasting room is proposed with hours between 10 am and 6 pm. Yamhill County code allows on-site marketing activities and events not exceeding a three day period, three times in a calendar year, that are directly related to the promotion and sale of the wine with under a maximum of 750 daily visitors. The producer is a small scale winery and anticipates to host intimate, group tastings.

The City's intent in the Urban Area Growth Management Agreement is to recommend that the County only allow development in the Urban Reserve Area that is limited in scope and consistent with the future urban development of the property. The site is in the Urban Reserve Area, so at some point in the future it is anticipated that the property may be annexed into the city. The proposed conditional use will mainly utilize the existing pole barn for operations and tastings. The majority of the site will be used for growing grapes. This proposal would not preclude the future urbanization and development of the rest of the property.

Staff recommends that the City Council approve Resolution 2019-3552, which recommends that Yamhill County approve the requested conditional use and design review.

FISCAL IMPACT: There is no fiscal impact to the City from the partition.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):
Not applicable.

ATTACHMENTS:

Resolution No. 2019-3552 with

Exhibit A: Septic and Vineyard Shed Plan (Development Plan)

Exhibit B: Location Map with Comprehensive Plan

Exhibit C: Findings

1. Yamhill County Land Use Application



RESOLUTION No. 2019-3552

**A RESOLUTION RECOMMENDING THAT YAMHILL COUNTY APPROVE
A PROPOSED CONDITIONAL USE AND DESIGN REVIEW AT 27200 NE
BELL ROAD, YAMHILL COUNTY TAX LOT NO. 3208-1700 FOR A
WINERY AND TASTING ROOM.**

RECITALS:

1. On March 18, 2019 the City of Newberg received a copy of an application to use an existing single family residence and pole barn at 27200 NE Bell Road for a winery and tasting room. The property is located outside the city limits, but inside the Newberg Urban Reserve Area. The current zoning is Yamhill County AF-10. There is currently no city comprehensive plan designation on the property.
2. Yamhill County will make the final decision on the conditional use and design review applications. Under the terms of the Newberg Urban Area Growth Management Agreement, the City Council shall hold a quasi-judicial hearing and make a recommendation to the County within 60 days of receiving a copy of the application.
3. The site is located at 27200 NE Bell Road, Yamhill County tax lot no. 3208-1700. It is approximately 8.7 acres and contains an existing single family home and pole barn. The proposal is to use the existing structures for a winery and tasting room.
4. Notice of the hearing was posted in the *Newberg Graphic* and in four public places on April 3, 2019.
5. The Newberg City Council held a hearing on April 15, 2019 to consider the partition proposal. The City Council finds that the proposal is limited in scope, and consistent with the future urban development of the property.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council finds that the proposed conditional use and design review meet the criteria for development within the Newberg Urban Reserve Area and adopts the findings, which are attached hereto as Exhibit C. Exhibits A, B and C are hereby adopted and by this reference incorporated.
2. The City Council recommends that Yamhill County approve the proposed conditional use at 27200 NE Bell Road, Yamhill County tax lot 3208-1700.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: April 16, 2019.

ADOPTED by the City Council of the City of Newberg, Oregon, this 15th day of April, 2019.

Sue Ryan, City Recorder

ATTEST by the Mayor this 18th day of April, 2019.

Rick Rogers, Mayor

EXHIBIT A: Septic & Vineyard Shed Plan (Development Plan)



EXHIBIT B: COMPREHENSIVE PLAN MAP –NE Bell Road

The city limits boundary is in red, urban growth boundary line is in yellow, and the urban reserve boundary line is in green.

The property does not have a Newberg comprehensive plan designation.

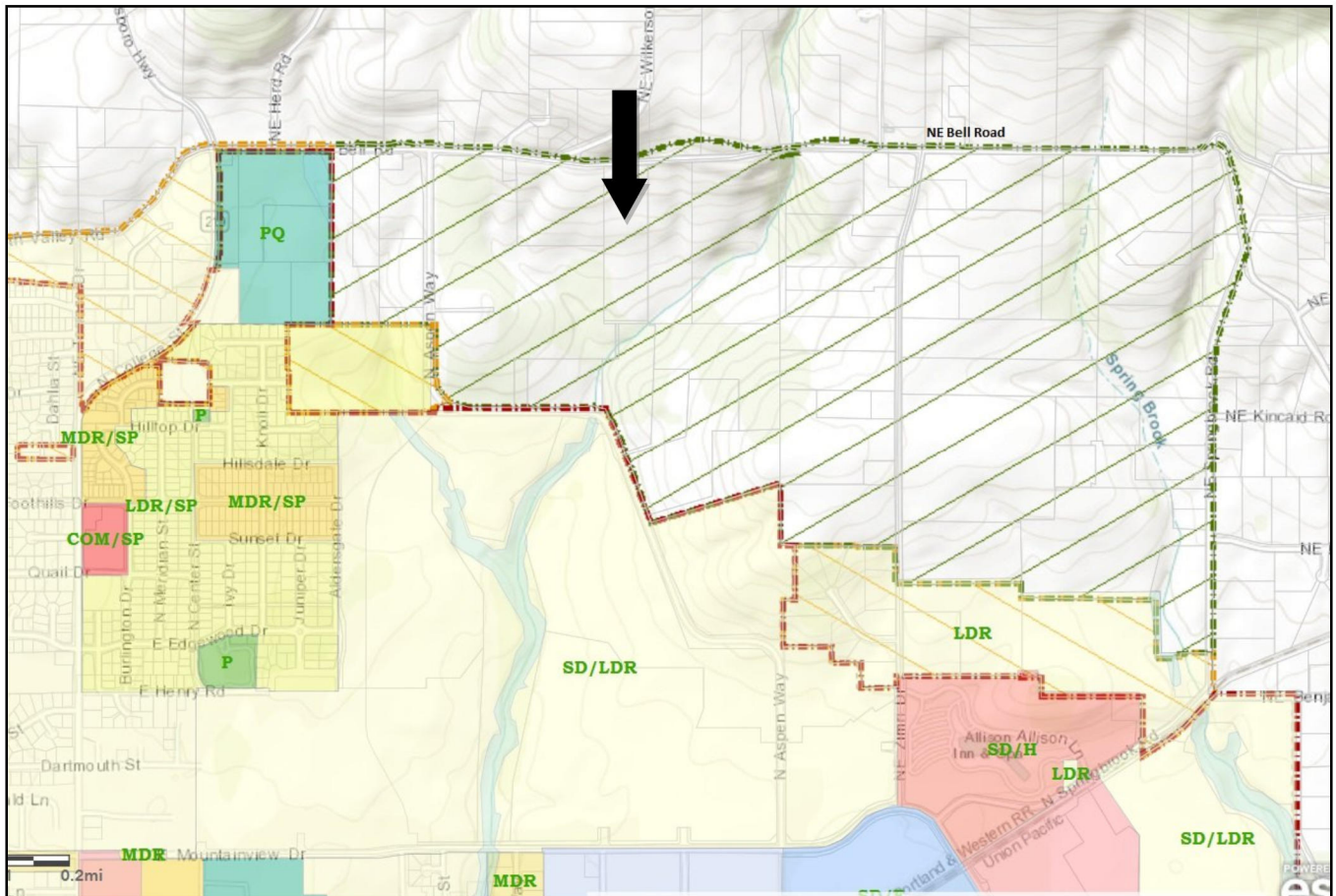


EXHIBIT C: FINDINGS

The applicable Newberg Urban Area Growth Management Agreement criteria are:

The City recommends that that the County only allow development in the Urban Reserve Area “***that is limited in scope and that is consistent with the future urban development of the property.***”

1. Future Development Plan: The City Council shall recommend approval, recommend approval with conditions, or recommend against the future development plan in accordance with the following criteria:

(a) The current development shall not cause more than 10 percent of the property to be used for site improvements including buildings, parking areas, improved recreation areas, and storage areas, unless the City agrees the development intensity will not prohibit future urban development.

(b) The future development plan shall allow for the efficient future urban development of the remainder of the property. It shall allow for construction of future urban streets and utilities, and shall allow for required setbacks to current and future property lines.

(c) The plan is consistent with adopted plans and policies for the area, such as street or utility plans and policies in this agreement.

B. Submittal Requirements

1. A future development plan shall be required for any development in the Urban Reserve Area requiring a Yamhill County Type B or Type C review, excluding any development that involves a change in use to existing buildings only. The future development plan shall be used solely to evaluate the current proposal's compatibility with potential future urban development. It does not bind or commit the applicants, property owners, review bodies, or governing bodies to approve or carry out the proposed future development.

2. The future development plan shall show how the property could be fully developed when incorporated into the city. The plan shall be drawn to scale and shall include the following:

(a) The location of potential future streets within and surrounding the site.

(b) The location of potential future sewer, water and storm drainage facilities within and surrounding the site.

(c) The location and approximate dimensions of potential future lot lines.

(d) Setback lines for proposed structures from current and proposed property lines.

Findings: The site is located at 27200 NE Bell Road (Yamhill County tax lot No. 3208-1700). It is approximately 8.7 acres, and contains an existing single-family residential house and pole barn. The property is outside of the Newberg city limits and urban growth boundary but within the Urban Reserve Area. The site has County AF-10 zoning but no City Comprehensive Plan designation. The applicant is applying to Yamhill County for a conditional use and design review approval to use the property and pole barn as a winery and tasting room.

The development intensity will not prohibit future urban development. The only proposed site changes include an 800 square foot storage shed for storing vineyard related equipment and a gravel area for parking/circulation near the barn. Less than 10% of the site will be used for site improvements. The majority of the site will be used for growing grapes.

The City’s intent under the Urban Area Growth Management Agreement is to recommend that the County

only allow development in the Urban Reserve Area that is limited in scope and consistent with the future urban development of the property. The proposed winery and tasting room is limited in scope, and consistent with the future urbanization of the property.

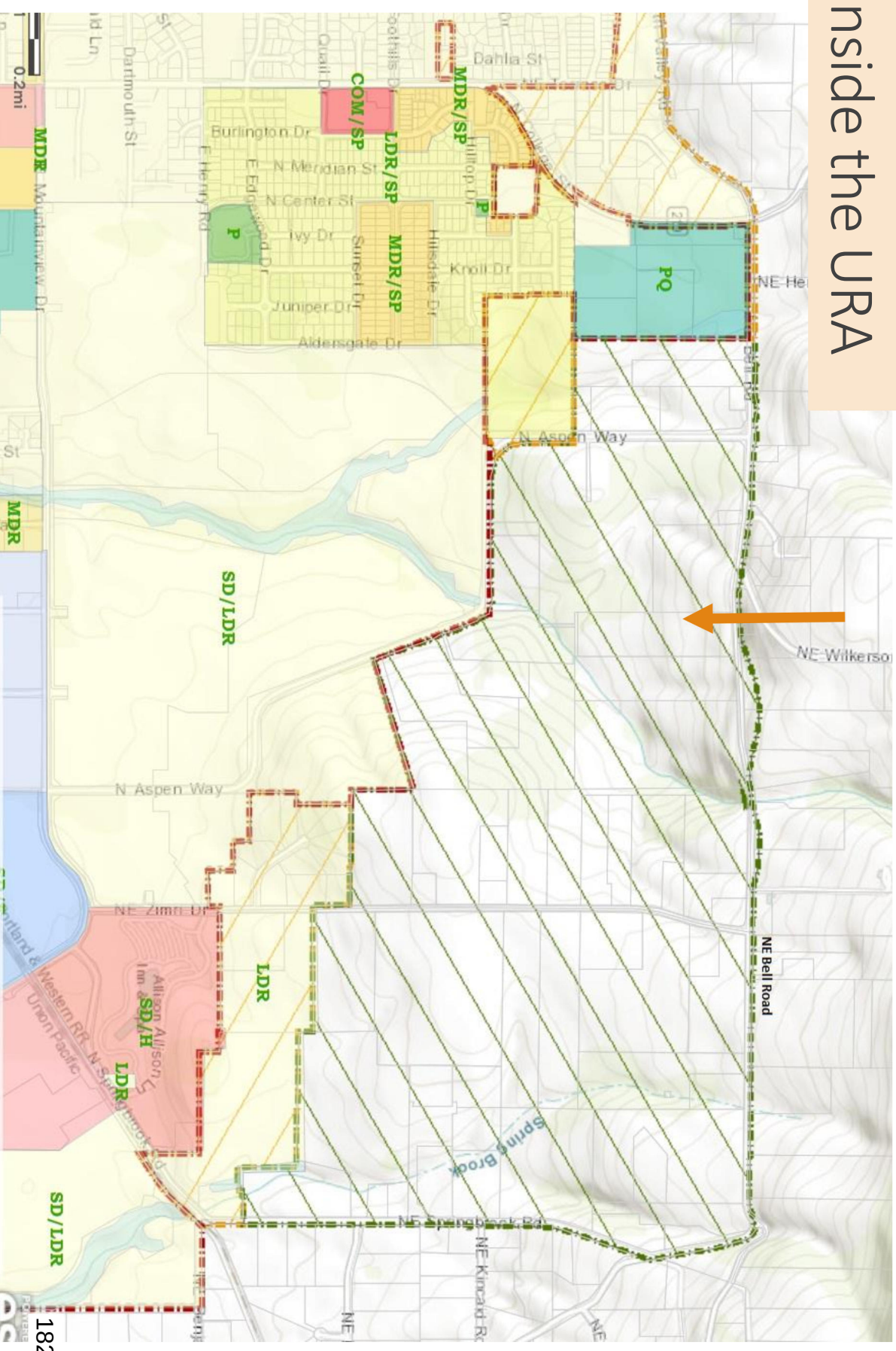
Heinze Winery Conditional Use & Design Review application 27200 NE Bell Road (outside city limits) Recommendation to Yamhill County

NEWBERG CITY COUNCIL

APRIL 15, 2019

Location: 27200 NE Bell Road
Outside city limits, inside the URA

- 8.7 acres
- Zoned AF-10
- Existing single family residence and pole barn



Proposal

- Conditional use and design review
- Utilize an existing pole barn for winery production and tasting room
- Small scale winery, appointment only tastings.
- Site Improvements:
 - New 800 sq. ft. storage building on southern end of site
 - New gravel area around pole barn for parking and circulation

Future Development Potential

- Most of the site will remain undeveloped.
- Mainly used for vineyards.
- Proposal will not preclude future urbanization of the property.



Plans for both vineyard shed & additional septic tank contingent upon conditional land use approval

Recommendation

Approve Resolution 2019-3552, which recommends that Yamhill County approve the requested conditional use and design review at 27200 NE Bell Road.

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: April 15, 2019

Order ____ No.	Ordinance ____ No.	Resolution <u>XX</u> No. 2019-3554	Motion ____	Information ____
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SUBJECT: A Resolution initiating an amendment to the Newberg Municipal Code, Title 15 Development Code for regulations related to murals in residential zones

Contact Person (Preparer) for this
Motion: Doug Rux, Director
Dept.: Community Development
File No.: DCA19-0007

RECOMMENDATION:

Adopt Resolution No. 2019-3554, initiating an amendment to the Newberg Municipal Code, Title 15 Development Code for regulations related to murals in residential zones.

EXECUTIVE SUMMARY:

On March 27, 2019 Community Development Director Doug Rux and Library Director Leah Griffith discussed regulations pertaining to murals, specifically for a potential mural on the north wall of the Library Annex Building at 211 N Howard Street. The Library Annex Building is on a lot that is zoned R-2 (Residential). NMC 15.435.130B.1.f. has regulations which state “Original art murals are allowed in commercial, industrial and institutional zones. In residential zones, original art murals are allowed only on assembly and school uses.” NMC 15.305 identifies assembly and school uses as “Religious institution, place of worship category” means a category of uses under Chapter 15.303 NMC that primarily provide meeting areas for religious activities. “Private club, lodge, meeting hall” means a category of uses under Chapter 15.303 NMC that provide meeting areas that are restricted to those with membership in the host organization, or to individuals or organizations renting the space for special events. The activities may either be religious or nonreligious. The activities may be nonprofit or for profit, though for-profit activities are limited to those with membership or prospective membership in the organization renting the space. Because the location of the Library Annex is in R-2 (Residential) and is not an assembly or school a mural would not be allowed on the wall of the building.

The mural project is an effort between the Noon Rotary and George Fox University. It is supported by the Cultural District Board. Leah Griffith has submitted a letter (Exhibit “A”) requesting that the rules for murals in a residential zone be modified to include government buildings.

The City Council is not asked to make a decision on these proposed changes at this time; only to initiate the amendment so that the proposed change can be studied through the public hearing process. If the Council initiates the amendment then the City staff will prepare an application proposal for a Type IV Development Code Amendment. Staff will then schedule the item for a Planning Commission public hearing to develop a recommendation. The Planning Commission recommendation would then be brought to the City Council for a public hearing and final decision.

FISCAL IMPACT:

No fiscal impact at this time.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):

Not applicable.

**A RESOLUTION INITIATING AN AMENDMENT TO THE NEWBERG
MUNICIPAL CODE, TITLE 15 DEVELOPMENT CODE FOR
REGULATIONS RELATED TO MURALS IN RESIDENTIAL ZONES**

RECITALS:

1. On March 27, 2019 Community Development Director Doug Rux and Library Director Leah Griffith discussed regulations pertaining to murals, specifically for a potential mural on the north wall of the Library Annex Building at 211 N Howard Street. The Library Annex Building is on a lot that is zoned R-2 (Residential).
2. Leah Griffith has submitted a letter (Exhibit "A") requesting that the rules for murals in a residential zone be modified to include government buildings.
3. NMC 15.435.130B.1.f. has regulations which state "Original art murals are allowed in commercial, industrial and institutional zones. In residential zones, original art murals are allowed only on assembly and school uses." NMC 15.305 identifies assembly and school uses as "Religious institution, place of worship category" means a category of uses under Chapter 15.303 NMC that primarily provide meeting areas for religious activities. "Private club, lodge, meeting hall" means a category of uses under Chapter 15.303 NMC that provide meeting areas that are restricted to those with membership in the host organization, or to individuals or organizations renting the space for special events. The activities may either be religious or nonreligious. The activities may be nonprofit or for profit, though for-profit activities are limited to those with membership or prospective membership in the organization renting the space.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council initiates an amendment to the Newberg Municipal Code, Title 15 Development Code for murals in residential zones to include government buildings. This starts the public process to study the proposed amendments.
2. By initiating this amendment, the City Council does not commit to taking any specific action on the proposal. It only wishes to give the amendment full consideration by the Planning Commission and City Council in public hearings.
3. City staff will file an application for a Type IV Development Code Amendment to move the process to the next step. Staff will then schedule a Planning Commission public hearing to make a recommendation on the item. The Planning Commission recommendation will be brought to the City Council for a public hearing and final decision.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: April 16, 2019.

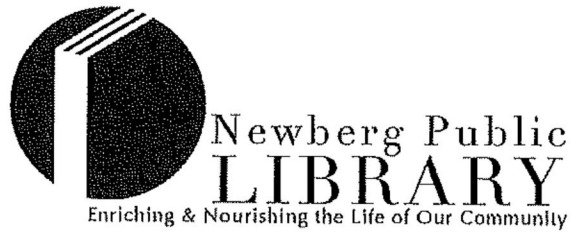
ADOPTED by the City Council of the City of Newberg, Oregon, this 15th day of April, 2019.

Sue Ryan, City Recorder

ATTEST by the Mayor this 18th day of April, 2019.

Rick Rogers, Mayor

Exhibits: “A”. Leah Griffith Request 3-27-19



March 27, 2019

Doug Rux, Director
Community Development
City of Newberg
Newberg OR 97132

Dear Doug,

This letter is to request City Council action for a Development Code amendment to modify regulations for murals in residential areas. I would like to request the code be modified to allow government buildings as well as the current schools, religious and fraternal facilities to allow murals as a permitted use.

As the director of the library and responsible for the library annex, we are hoping to be able to add a mural to the annex which would bring additional art to the Newberg Cultural District and to the downtown area. The annex is currently zones residential and a Development Code amendment would allow a mural to be painted on the annex.

Thank you for your consideration of this request.

Sincerely,

Leah Griffith, Director
leah.griffith@newbergoregon.gov
503-537-1256

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: April 15, 2019

Order ____ No.	Ordinance ____ No.	Resolution ____ No.	Motion ____	Information <u>XX</u>
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SUBJECT: Highway 18 Bypass Day at the Capitol

Contact Person (Preparer) for this
Item: Patrick Johnson
Dept.: City Council
File No.:

RECOMMENDATION: Direct staff to update and create a letter of support for finishing the bypass that the council and Mayor will sign to provide to regional and statewide decision makers.

EXECUTIVE SUMMARY: On Wednesday, April 10, about a dozen political and business leaders spent the afternoon at the Oregon Capitol to meet with legislators to urge them to find more funding to finish the Newberg to Dayton Highway 18 bypass. The meetings started at 12:45 p.m. and ran until a Joint Committee on Transportation meeting that ended at 7 p.m. The group also met with Governor Kate Brown to discuss the bypass and the funding that is needed to complete it.

The ask during the day was to complete the entire regional bypass, including Phase II and the link from Dundee to Dayton as soon as possible. The estimated cost to complete the entire project is approximately \$296 million in 2022 dollars. This includes \$32.4 million which is in Gov. Brown's proposed budget.

In attendance from Newberg were Scott Parrish, CEO of Adec, Shannon Buckmaster, CEO of the Chehalem Valley Chamber of Commerce and Patrick Johnson, Newberg City Councilor. Also in attendance were Scott Hill, Mayor of McMinnville; Gioia Goodrum, council president of McMinnville; Sam Brentano, Marion County Commissioner; Mary Stern, McMinnville Habitat for Humanity and former Yamhill County Commissioner; Susan Sokol Blosser, founder of Sokol Blosser Winery, Denise Harvey, Tribal Council Grand Ronde Tribe; Dave Haugeberg, chair of the Parkway Committee; and several other business people from Yamhill County.

Here is a breakdown of the meetings:

Gov. Kate Brown: The entire bypass delegation met with the governor in the signing room at the Capitol. Shannon Buckmaster, Scott Parrish, Scott Hill and Dave Haugeberg gave her the arguments for finishing the bypass (see attached flyer that was handed out). She said she would work on trying to find funding, and did mention she included \$32.4 million in her proposed budget.

Tobias Reed, State Treasurer: Voiced support for the project and said he would assist with lobbying where appropriate. Spent a good amount of time talking with us about strategy and said it was a rural project which would set it apart.

Rep. Bill Post (R-Keizer): Rep. Post voted against the first phase of the bypass, and we continue to hear about how our own delegation didn't support it. He changed his opinion and is now a supporter of the project. In fact, on April 9, he gave an impassioned speech on the House floor about a triple fatal accident on McKay Road which he linked to traffic from the bypass. Since summer of 2018 there have been nearly 10 deaths on McKay Road. He said he would write letters to different committees and the Oregon Congressional delegation to try to raise money for the project. He also suggested it not be called the

191

Newberg-Dundee Bypass anymore, but the Metro to Coast bypass.

Sen. Kim Thatcher: Sen. Thatcher mostly listened to the facts and figures and the comments from the business community. She didn't make any declarative statements about the project. She also voted against phase 1 of the bypass funding.

Rep. Mike Nearman (R-Independence): Rep. Nearman also voiced support for the project and had many good questions about why we are trying to fund the completion of the project. With a transportation bill possible at the federal level, and many federal grants available for rural projects, getting the bypass to "shovel-ready" status is the goal in the short term.

Joint Committee on Transportation: The group also attended the Joint Committee on Transportation to have a few of the Yamhill County Parkway Committee members give testimony on the importance of the project. The testimony went well with Dave Haugeberg, Susan Sokol Blosser, Denise Harvey, Scott Hill, Sam Brentano and Scott Parrish all giving testimony during the hearing to outline the concerns of having an unfinished bypass currently. You can watch the hearing here: <https://olis.leg.state.or.us/liz/2019R1/Committees/JCT/2019-04-10-17-00/Agenda>

The Parkway Committee also testified in front of the Capitol Construction Sub-Committee of Ways and Means last Friday. Councilor Johnson was not able to attend that hearing, and has not gotten a report of how it went before Monday night's council meeting.

FISCAL IMPACT: None.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):
Goal 2: Repair and maintain City's streets and sidewalks and secure funding



Oregon Highway 99W/18 Bypass

A Federal High Priority Corridor

Background

The Newberg Dundee Bypass Project is the final component of a regional bypass that began in the 1960s. By 1960 it was obvious that Highway 99W through McMinnville, Oregon, was failing, resulting in major impacts to a regional highway serving western Oregon from Portland to Eugene, and the coast. Due to intense congestion, the Highway 18 bypass was built to divert Highway 99W through traffic to the east of McMinnville and Lafayette on a new highway connecting back to Highway 99W at McDougall Junction just north of Dayton (see map).

A major benefit of this new bypass was its connection to Highway 18 southwest of McMinnville, which allowed traffic to and from the central Oregon coast to bypass the congestion of McMinnville and Lafayette.

Completion of Phase I of the Newberg Dundee Bypass

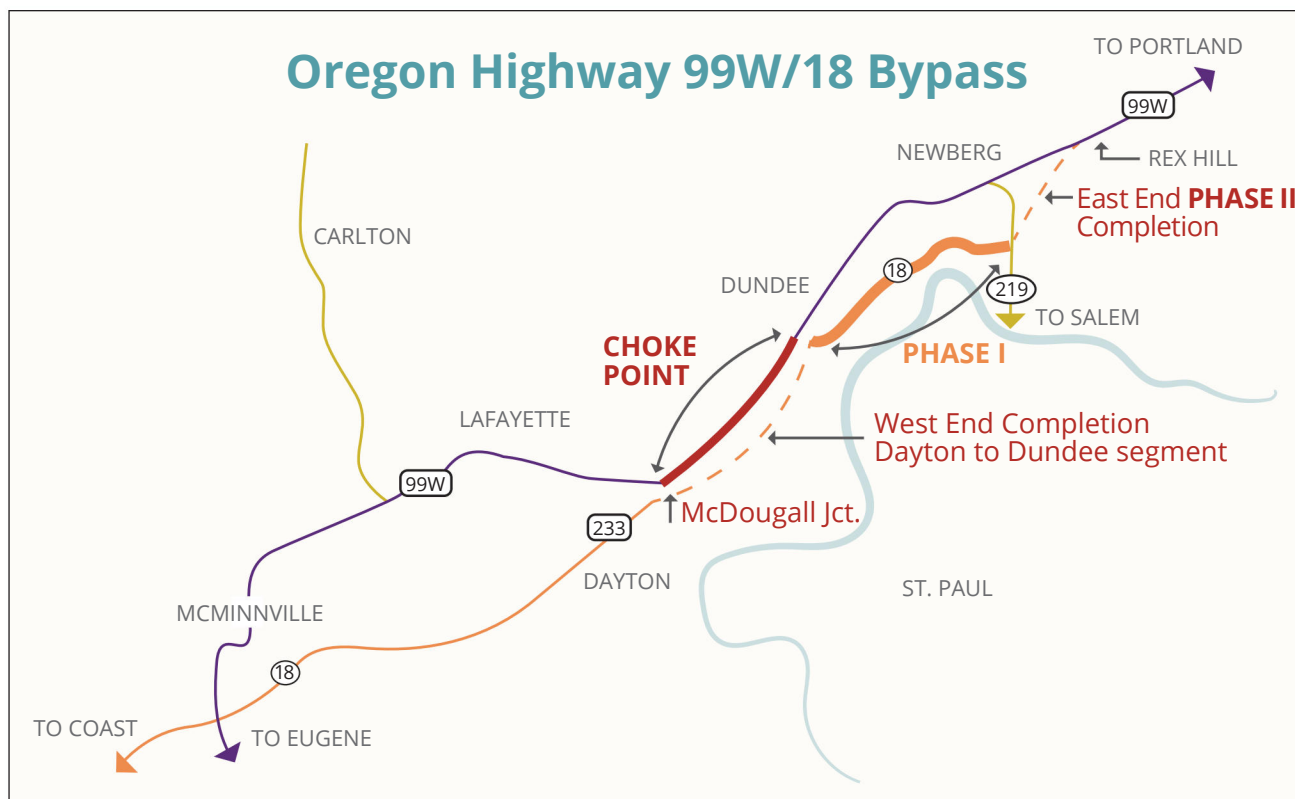
In January of 2018, the first phase of the bypass opened. This section provides a direct connection between Dundee and a major part of Newberg from Highway 99W west of Dundee to Highway 219, a distance of approximately four miles. Phase I costs were approximately \$242 million.

Phase I funding sources

- \$192 million
State of Oregon
- \$30 million
Federal funds
- \$16 million
Yamhill County, the cities of Dundee, McMinnville and Newberg
- \$4 million
Confederated Tribes of the Grand Ronde

Phase I results

- Created approximately 1,500 construction jobs.
- The cities of Newberg and Dundee are beginning to see their downtowns rejuvenated, safety improved and dramatic reductions in noise and air pollution.
- 12,000 motor vehicles a day are using this segment of the bypass, and over 1,000 are heavy vehicles, including trucks and buses.
- The benefit to through traffic is dramatic, particularly for tourists seeking access to Oregon's pinot noir wine region (a multibillion-dollar industry), the Evergreen Aviation Air Museum in McMinnville, Spirit Mountain Casino, Chinook Winds Casino and the central Oregon coast.
- Business travel from the region west of Newberg and Dundee to the Portland metropolitan area has been significantly enhanced and travel from McMinnville to Portland International Airport can usually be accomplished in an hour.
- The flow of freight traffic to the businesses, industries and wineries of the region has been significantly enhanced. This includes 200 manufacturing businesses.



Phase II is underway

The full benefit of Phase I of the bypass will be significantly diminished over time without the completion of the entire project. To ensure these benefits, Phase II from Highway 219 back to Highway 99W at Rex Hill has moved into design and engineering, and it is imperative that we move forward with completion of the entire project.

With completion of Phase II, only one segment (Dayton to Dundee) of the entire 20 miles of the Highway 99W/18 regional bypass from northeast of Newberg to southwest of McMinnville would remain to be constructed.

Phase II funding sources

ODOT is now in the process of purchasing right of way for Phase II with an important parcel now having been acquired, and has contracted for final design and engineering. These actions have been made possible with the following funding:

- \$10.5 million from savings from the Dundee to Highway 219 Phase, a portion of which are funds contributed by local entities
- \$22 million from HB 2017 passed in 2017 by the Oregon Legislature

Oregon Governor Kate Brown has included \$32 million in her 2019-21 budget proposal to the Oregon State Legislature. If this \$32 million is provided, approximately \$150 million in additional funding will be needed to ensure completion of the project.

Complete the bypass: Dayton to Dundee

How important is the construction of the final link from Dayton to Dundee to the entire Highway 99W/18 bypass project? Very! Upon completion of Phase II, Highway 99W and Highway 18 through traffic will be separated from local traffic and congestion from northeast of Newberg to southwest of McMinnville except where the traffic in the middle of the bypass (Dayton to Dundee) is merged into two traffic lanes – the “choke point” (see map). This choke point is akin to a water project that requires a 4-inch water line being reduced to a 2-inch water line in its middle segment.

To further exacerbate this choke point, it is located in a segment of Highway 99W where five roads provide access to the Dundee Hills, in the very heart of Oregon’s pinot noir wine region. Among the wineries directly connected to this segment of Highway 99W are Sokol Blosser, Stoller, Domaine Drouhin, Domaine Serene, Archery Summit, De Ponte Cellars, Durant Vineyards, Hyland Estates, Vista Hills, Winter’s Hill Estate, White Rose Estate and Remy Wines.

The impact of the access to these wineries, added to an already overloaded segment that is beginning to fail, is that ODOT has undertaken a study of the congestion and safety concerns of this two-lane chokepoint.

The portions of the bypass already constructed are critically important to the regions of western Oregon and the central Oregon coast. The need to complete the entire bypass project is compelling:

- To eliminate the negative traffic congestion resulting from this Highway 99W segment’s lack of capacity and conflicting traffic demands.
- Construction of this federal high priority corridor project will provide thousands of jobs over a period of several years.
- The members of the Newberg and McMinnville Chambers of Commerce alone represent more than 18,500 jobs. These chambers are strong supporters for completing of the bypass. They understand the critical importance of transportation and efficient movement of freight to their members . Their businesses are just a part of the region which relies on this transportation corridor to sustain present and develop future jobs.
- The overall bypass through Yamhill County provides access to one of the finest pinot noir wine regions in the world. More than 250 of these wineries are located in Yamhill County, which is a very significant part of Oregon’s \$6 billion wine industry.
- The Newberg Dundee bypass is being constructed to withstand a 9.0 Cascadia subduction earthquake which will provide critical life-saving access and emergency services for the region during and after any earthquake and coastal tsunami.

What do we want?

Complete the entire regional bypass, including Phase II and the link from Dundee to Dayton, starting now.

The estimated cost to complete the entire project is approximately \$296 million (2022 dollars), which includes \$32.4 million in Governor Brown’s proposed budget.

What do we need from the Oregon State Legislature?

In order to leverage federal dollars for construction, it is essential that we get the project “shovel ready.” Projects best positioned for federal funding are shovel ready and have the necessary funding committed for design/engineering and right-of-way acquisition. In the case of this project, construction of four key bypass project connectors are vital so that the final seven miles of highway can be built.

We are asking the state of Oregon to invest \$150 million in state funding to leverage the dollars necessary to complete the entire project.

Critical multimodal, environmental and resiliency factors

Transit/pedestrian/bicycles

The Newberg-Dundee Transportation Improvement Project, referred to as the Newberg-Dundee Bypass Project, is a multi-modal project, with transit a key component. As early as 2003, the Parkway Committee planned for a transit program and obtained a federal grant of \$167,000 as a first step to establish a robust rural transit system to help mitigate traffic congestion on this regional corridor.

As a result, the Yamhill County Transit Area (YCTA) was established to provide fixed-route and other transit services in Yamhill County. YCTA operates morning and afternoon express bus service between McMinnville, Tigard and Hillsboro, connecting to Portland area transit services (bus, light rail, commuter rail). Service also connects to Salem and Grand Ronde, linking to Tillamook and Lincoln County Transit Systems. In 2018, YCTA utilized 35 buses that logged 683,512 miles over 275 miles of routes, resulting in 750,000 passenger trips. Completion of the bypass will improve efficiency of this express service and help maintain a reliable schedule because of less congested conditions. It will also reduce travel times and improve reliability for bus services between Yamhill County communities bogged down in OR 99W traffic.

Another component of the bypass project is support of the Chehalem Heritage Trails Interconnection between Newberg and Dundee. This project will greatly improve livability by offering a safe, off-road bicycle and pedestrian connection between communities, expanding on the Parks and Recreation District's efforts to create safe routes to schools in the area.

Reducing pollution and helping the climate

The existing OR 99W and bypass will be more efficient in reducing traffic congestion by:

- Removing 2,000+ trucks and 55,000+ cars a day in some areas
- Removing 30,000+ cars a day in other areas
- Fewer trucks and cars idling at traffic signals and in congested areas

All of this will result in reduced fuel consumption, emission of greenhouse gases, and other transportation and carbon-related pollutants.

Emergency evacuation and resiliency

A critical element to the State of Oregon Transportation Plan¹ is resiliency to a Cascadia subduction zone event. The bypass is being constructed to withstand a 9.0 Cascadia subduction earthquake. Highway 18 and the bypass are essential to moving large numbers of people from the Oregon Coast to locations that can provide critical access to life-saving emergency services, during and after any earthquake or coastal tsunami. It also will provide a route to bring critical supplies to staging areas at McMinnville and Spirit Mountain Casino near Grand Ronde. Highway 18 and 99W are Oregon Lifeline Routes, and are a Tier I transportation corridor for the Central Oregon Coast and for people escaping from the disaster zone and for emergency crews responding to impacted areas.

The bypass will also support travel to the McMinnville Airport, a Category II and Tier 3 (T3) airport. T3 airports will provide access to medical and emergency services and economic and commercial restoration to the entire region after a Cascadia subduction zone event.

¹The Oregon Resilience Plan (2013), https://www.oregon.gov/oem/documents/oregon_resilience_plan_final.pdf

Newberg City Flag Proposal

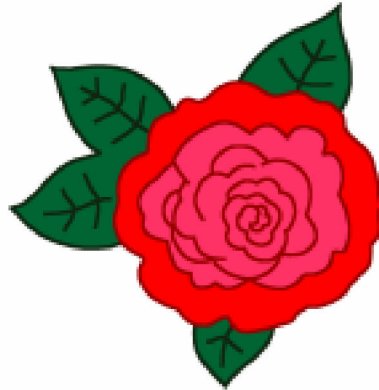


Dane Findley

About Me

- Senior at Newberg High School
- Born and raised in Newberg
- 4th generation Newberg resident
- Got interested in flag design after seeing a TED talk about city flag designs
- I've been graphic designing for the last four years
- Want to inspire teens to get involved in local government
- Thank you!

Current Flag



CITY OF NEWBERG

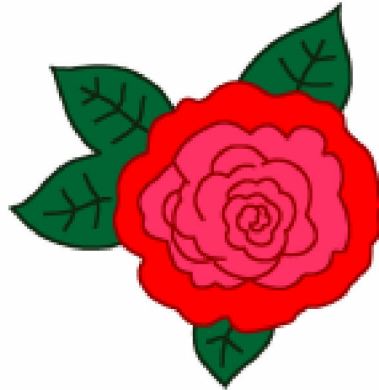
Ted Kaye

- Graduated from Stanford University with an MBA in 1979
- Secretary of the North American Vexillological Association
- Chairman and editor of Portland Flag Association
- Selected for nation of Fiji's National Flag Committee in 2013
- Has designed several city flags across the U.S. upon request
- Wrote 'Good Flag Bad Flag', which according to the North American Vexillological Association is "compiled from the expert wisdom of over 20 vexillologists/vexillographers, [and] has become a classic resource for those wishing to design or re-design a flag."
- Continues to be a resource for high profile publications such as the New York Times

Five Principles of Flag Design

- Keep it simple
- Use meaningful symbolism
- Use 2 or 3 basic colors
- No lettering or seals
- Be distinctive

Current Flag



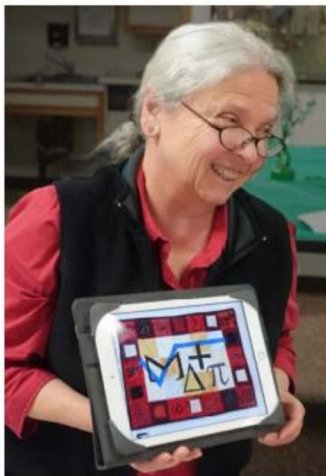
CITY OF NEWBERG

Areas of Improvement

- ‘City of Newberg’ cannot be read from a distance, as well as on the reverse side it will not be able to be read
- “If you have to write the name of the city on the flag, the flag is not doing its job”
- Looks dated
- Not enough distinction-boring
- According to former City Recorder, Norma Alley in 2009, “...the City doesn't have any history behind our flag other than the creation was initiated by a previous Mayor in the 90s. The earliest date we can find an order for is 1997”

Portland Flag Association Meeting

subnational flags.



Joyce Gifford celebrates 3/14 (Pi Day) with a math quilt.

April 2019

"Pi Day", and as a quilter found some math-based textile art.

Dane Findley described his senior project at Newberg High School—and exploration of a potential new flag for the city of Newberg. His wingman Dalton Paskett came to support the presentation.

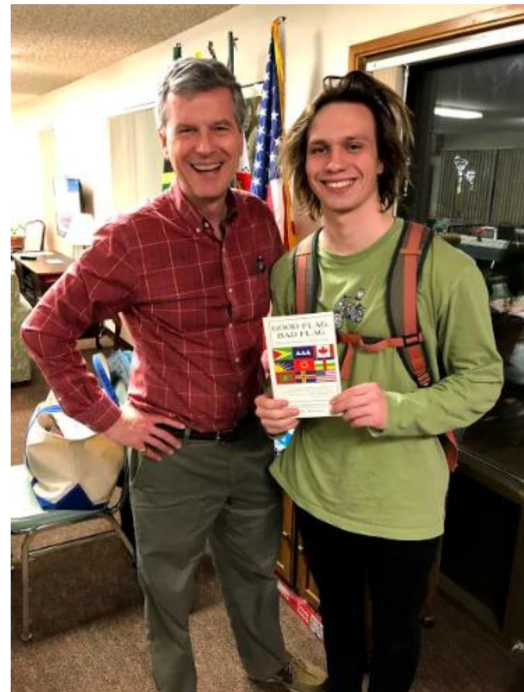


Dane Findley presents his concepts for a new flag for Newberg, Oregon.

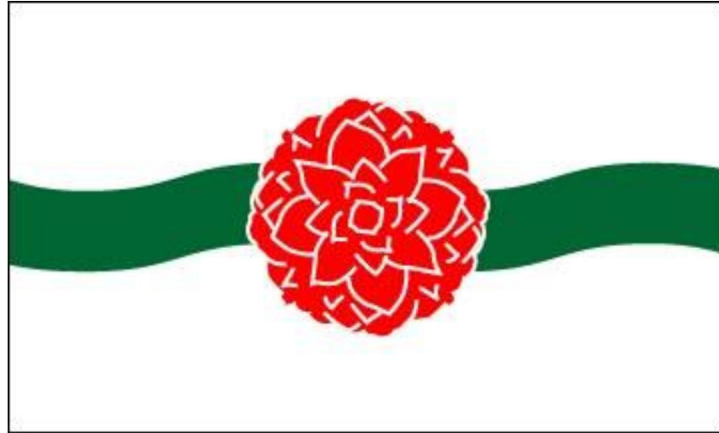
the flags at Waterloo, focusing on the flag of Prussia.



Fred Paltridge comes ready to observe St. Patrick's Day.



Proposed New Flag



Advantages of New Flag

- “In every bad flag, there’s a good flag trying to get out”
- Pays homage, while still being new
- Updated camellia (Adopted as city flower in 1949), taking full advantage modern design techniques
- Unique, distinct
- Symbolizes Newberg’s rich history and bright future as well as demonstrates the city’s geographical position
- Will allow for citizens to be proud of and display a handsome flag that will unite this great city

2019 Newberg City Council

Meeting Roll Call & Voting Log

Date: 4/15/19 Start Time: 6:00 p.m. End Time: 9:35 p.m.

Roll Call

☒ Councilor Findley	☒ Joe Hannan, CM	☒ Leah Griffith, LD
☒ Councilor Bacon	☒ Truman Stone, CA	☐ Rosa Olivares, CE
☒ Mayor Rogers	☒ Sue Ryan, CR	☐ Jeff Kosmicki, PD
☒ Councilor Curtis Gemeroy	☒ Doug Rux, CDD	☒ Kaaren Hofmann, ENG
☒ Councilor Corey	☐ Brian Casey, PD	☐ Russ Thomas, PWS-M
☒ Councilor Yarnell Hollamon	☒ Jay Harris, PWS	☐ Dan Wilson, PWS-Ops
☒ Councilor Johnson	☒ Matt Zook, FD	☐ Craig Pack, PWS -Ops
	☐ Anna Lee, HR	Paul Chiu, ENG ☒
	☐ Dave Brooks, IT	Brett Musick, ENG ☒
	☐ DawnKaren Bevill, ACM	☐

Voting – see additional pages as needed

	Consent Res3548 HDR Eng. Res3549 3J consulting	Consent, cont. Res3545 Day Wireless Res3550 PS Union contract	Res3552 Bell Rd. Winery & Tasting room	Res3554 Code amendment initiatoin Murals
Findley	Yes			Yes
Bacon	Yes			Yes
Rogers	Yes			Yes
Curtis Gemeroy	Yes			Yes
Corey	Yes			Yes
Yarnell Hollamon	Yes			Yes
Johnson	Yes			Yes
	Move: <u>Corey</u> _____ Second: <u>Johnson</u> _____	Move: _____ _____ Second: _____ _____	Move: <u>Corey</u> _____ Second: _____ <u>Johnson</u>	Move: <u>Bacon</u> _____ Second: <u>Corey</u> _____
	Yes <u>7</u> No <u>0</u> Abstain <u>0</u> Absent <u>0</u>	Yes _____ No _____ Abstain _____ Absent _____	Yes <u>7</u> No <u>0</u> Abstain <u>0</u> Absent <u>0</u>	Yes <u>7</u> No <u>0</u> Abstain <u>0</u> Absent <u>0</u>

Executive Session ORS 192.660(2) e _____ Topic: Real Property - Butler Property
 Start: 8:45 p.m.
 Stop: 9:34 p.m.
 Staff: CM Hannan, CA Stone, CDD Rux
 Other: _____

2019 Newberg City Council
Meeting Roll Call & Voting Log

	Res3555 WWTP Solar grant	Bypass bill letter of support	_____	_____
Findley	Yes	Yes		
Bacon	Yes	Yes		
Rogers	Yes	Yes		
Curtis Gemeroy	Yes	Yes		
Corey	Yes	Yes		
Yarnell Hollamon	Yes	Yes		
Johnson	Yes	Yes		
	Move: <u>Curtis Gemeroy</u> Second: <u>Bacon</u>	Move: <u>Johnson</u> Second: <u>Curtis Gemeroy</u>	Move: _____ Second: _____	Move: _____ Second: _____
	Yes <u>7</u> No <u>0</u> Abstain <u>0</u> Absent <u>0</u>	Yes <u>7</u> No <u>0</u> Abstain <u>0</u> Absent <u>0</u>	Yes _____ No _____ Abstain _____ Absent _____	Yes _____ No _____ Abstain _____ Absent _____

	_____	_____	_____	_____
Findley				
Bacon				
Rogers				
Curtis Gemeroy				
Corey				
Yarnell Hollamon				
Johnson				
	Move: _____ Second: _____	Move: _____ Second: _____	Move: _____ Second: _____	Move: _____ Second: _____
	Yes _____ No _____ Abstain _____ Absent _____	Yes _____ No _____ Abstain _____ Absent _____	Yes _____ No _____ Abstain _____ Absent _____	Yes _____ No _____ Abstain _____ Absent _____



414 E. First Street • P.O. Box 970 • Newberg, OR 97132

April 25, 2019

Senator Fred Girod, Co-Chair
Representative Paul Holvey, Co-Chair
Joint Committee on Ways and Means, Subcommittee on Capital Construction
RE: HB 5005 - Oregon Highway 99W/18 Bypass

Dear Co-Chairs Girod and Holvey, and Members of the Committee:

The Newberg Mayor and City Council joins the City of McMinnville, Yamhill County and the Confederated Tribes of Grand Ronde asking for your strongest support of HB 5005 as it pertains to the Oregon Highway 99W/18 Bypass (Newberg-Dundee Bypass).

The Bypass is a critical transportation project of statewide importance in job creation, tourism and as an emergency lifeline for the Willamette Valley and Central Coast counties of Tillamook, Polk, and Lincoln communities. Phase 1 of the Bypass has gone very well and has made an immediate positive impact in the flow of goods and people as well as restoring Newberg's downtown and greatly improving the livability of our community. However, the project is not complete.

As a State we need to be laser focused in our resolve to complete what we started. Complete the entire project from Rex Hill in Newberg to Dayton and do not squander the major improvements made by Phase 1.

Highway 99 is a critical transportation roadway for freight and commuters and it has become a notorious bottleneck hurting the economy, environment and livability of the entire Willamette Valley. There has been a steady rise in traffic accidents and fatalities along the route that warrant our constant attention until the Oregon Highway 99W/18 Bypass is completed.

We appreciate Governor Kate Brown's leadership for including a \$32.4 million bond funded request for the Oregon Highway 99W/18 Bypass land acquisition in her 2019-20 budget. Our

request of you is to increase the funding to \$150 million so that it will move the project forward to reach shovel read status and allow us to take advantage of Congressman DeFazio's steadfast support of this project. The time is right for all of Oregon's local, county, state and federal elected officials to work with a single mind and complete this critical transportation project.

Thank you for considering this request. Please let us know if we can be helpful moving forward.

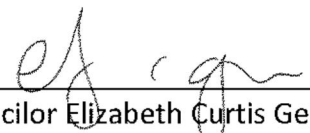
Sincerely,

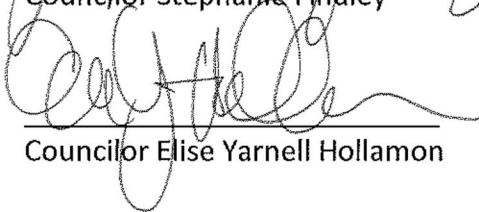


Council President Denise Bacon

Mayor Rick Rogers

Councilor Mike Corey

Councilor Stephanie Findley

Councilor Elizabeth Curtis Gemeroy

Councilor Elise Yarnell Hollamon

Councilor Patrick Johnson