

Council Roundup for June 20, 2023

The Newberg City Council met on June 20, 2023 and took the following actions.

Approved:

Resolution 2023-3860 Kittleson & Associates contract for North Main Street & East Illinois study.

Resolution 2023-3899 Supplemental Budget # 2

For City Manager to sign an Intergovernmental Agreement with School District for a School Resource Officer (Police).

In other business:

Heard statistics report from City Manager.

Heard presentation on Springbrook Master Plan, and on Groundwater Treatment Plant Contractor Slayden.

Tabled Affordable Housing grant awards.



City Council Work Session

June 20, 2023 - 6:00 PM

Newberg Public Safety Building 401 E. Third Street

Denise Bacon Community Room

Hybrid

Please Click This Url To Join: <https://us06web.zoom.us/j/89228330856>

Or Join By Phone: 719 359 4580

Webinar Id: 89228330856

- 1. CALL MEETING TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. REVIEW OF THE COUNCIL AGENDA AND MEETING**
- 5. COUNCIL BUSINESS ITEMS**
- 6. PRESENTATIONS**
 - 6.A Presentation from Slayden Contractors
[Slayden Presentation RCA.docx](#)
[Slayden Overview - City of Newberg 06.05.pptx](#)
- 7. 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: June 20, 2023

Order ☐ Ordinance ☐ Resolution ☐ Motion ☐ Information ☒	
Subject: Presentation from Slayden Contractors	Staff: Kaaren Hofmann, PE Department: Public Works File No.
Work Session ☒ Business Session ☐	Order On Agenda:

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action:

Executive Summary:

Slayden Contractors was selected by the City and awarded the CMGC contract to construct the City's new groundwater treatment plant. The attached presentation provides more information on Slayden and will provide the City Council with an opportunity to get to know them.



Slayden Overview

City of Newberg
Council Workshop
June 20, 2023

 **Slayden**
part of MWH

Safety Culture

Nothing is more important than the health and safety of our people.



- All employees embrace our safety culture and pass along the values and knowledge.
- A culture built from top-down involvement, bottom-up engagement, and the support of all management
- Every employee on the project is trained for workplace hazards and ways to eliminate or restrict exposure.



GUIDING PRINCIPLES



PEOPLE MATTER

We look after people unconditionally with character, honesty, and integrity.



TEAM UNITY

We work as a team to exceed expectations while displaying loyalty and commitment.



SOLUTIONS DRIVEN

We adjust positively to challenges encountered.



FUTURE FOCUSED

We make decisions with the long term in mind.

CORE PURPOSE

To build great people, projects and relationships.

About Us

 **Slayden**
part of MWH



Founded in 1984



Based in Stayton, Oregon



120-150 employees



Annual Revenue \$90M



Subsidiary of MWH





Preconstruction Capabilities



ESTIMATING

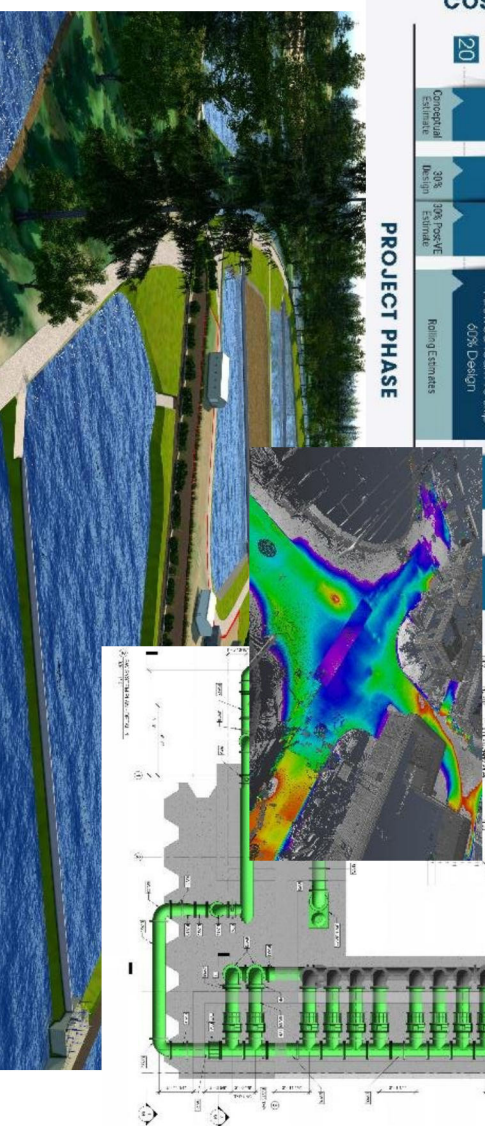
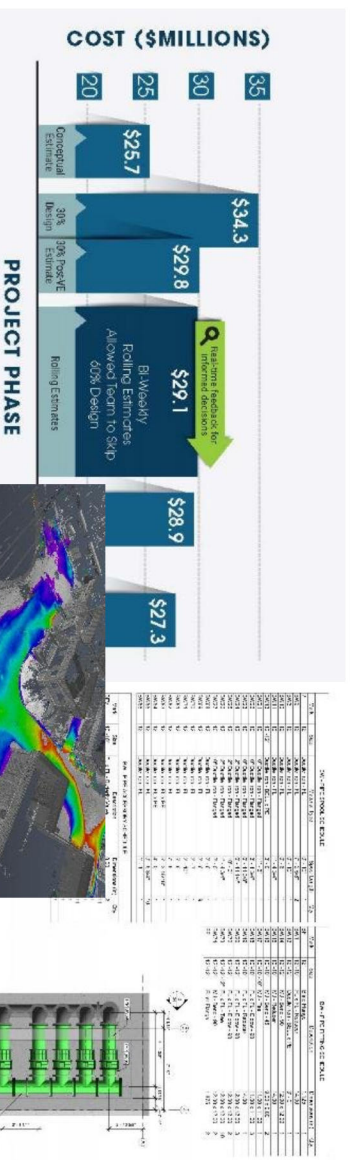
SCHEDULING

DIGITAL DELIVERY (BIM)

CONTRACTS/PROCUREMENT

CONSTRUCTABILITY

VALUE ENGINEERING



“

Slayden consistently impressed our staff throughout the pre-construction phase and duration of the project with their bidding experience, subcontractor selection, and ability to manage schedules and provide credible solutions to unexpected obstacles during construction.

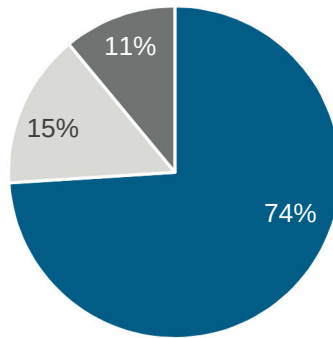
RON WHITLATCH
City of Lebanon

Construction Capabilities



Delivery Type

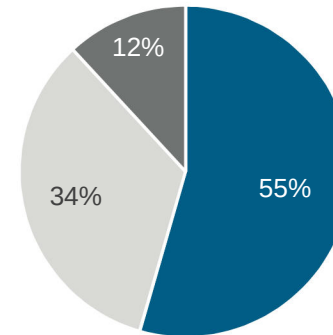
-  **PDB:** Progressive Design Build
-  **CMAR:** Construction Management at Risk
-  **DBB:** Design Bid Build



Consistently delivering ~90%+ of projects with alternative delivery.

Project Type

-  **Civil:** Dams, Misc.
-  **WWTP:** Wastewater Treatment Plant
-  **WTP:** Water Treatment Plant



Consistently delivering ~90% of projects at water and wastewater treatment facilities.

Local Contracting

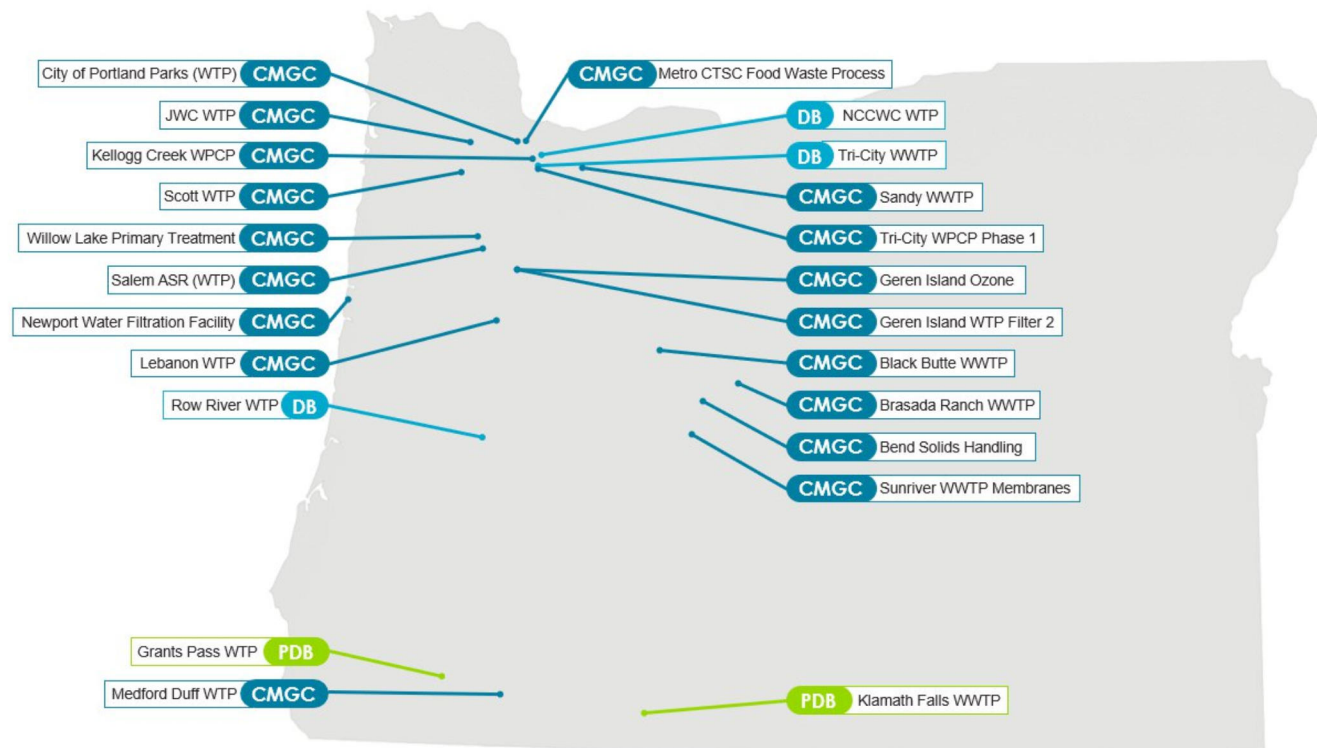
Overview of Pacific Northwest Experience.

Local Capabilities

Water and wastewater experts in Oregon since 1984.



- Delivered over \$2.5B in projects; \$1.8B in Oregon.
- Alternative delivery specialists; focused on water and wastewater treatment infrastructure upgrades.
- Utilize local subcontractors, designers, engineers, and suppliers.
- We create permanent, local jobs – building long-term growth in communities.



We have contracted around 300 projects across Oregon. Recent projects are shown above.



DELIVERS
QUALITY

CONSTRUCTION





City Council Business Session

June 20, 2023 - 7:00 PM

Newberg Public Safety Building 401 E. Third Street

Denise Bacon Community Room

Hybrid Meeting

Please Click This Url To Join: <https://us06web.zoom.us/j/89228330856>

Or Join By Phone: 719 359 4580

Webinar Id: 89228330856

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. CITY MANAGER'S REPORT

4.A CM statistics report for April 2023 data

[Month CM statistics - April 2023.pptx](#)

5. PUBLIC COMMENTS

6. CONSENT CALENDAR

6.A 2023 A motion to initiate a School Resource Officer IGA with the Newberg School District

[2023 A motion to initiate a School Resource Officer IGA with the Newberg School District.docx](#)

[IGA - City of Newberg 5.23.23 rev.pdf](#)

7. PUBLIC HEARINGS

7.A Supplemental Budget #2

[RES 3899 SUPP BUDGET #2.docx](#)

[Supp Budget Council Presentation.pptx](#)

8. NEW BUSINESS

8.A Springbrook Master Plan Briefing

[2023 INFORMATION RCA - Springbrook Master Plan.pdf](#)

[PPT Springbrook Master Plan.pdf](#)

- 8.B A Resolution awarding 21-22 Affordable Housing Trust Funds for Time Sensitive Grant to North Valley Friends Church - Peace Trail Village of \$16,755; and a Rehabilitation Loan to Scott & Melissa Bontrager – Meridian Duplex Driveway Replacement of \$10,000
[RCA Reso 3901.pdf](#)
[Attachment 1 - Peace Trail Village.pdf](#)
[Attachment 2 - Meridian Duplex.pdf](#)
[Attachment 3 - NAHFT Score Sheet PTV.pdf](#)
[Attachment 4 - NAHFT Score Sheet Meridian Duplex.pdf](#)
- 8.C Subject: A resolution awarding the consultant contract to Kittelson and Associates, Inc. (KAI) and authorizing the City Manager to execute all contract documents for the N Main at Illinois Intersection Study.
[2023-0601 RESOLUTION 2023-3860 RCA_N Main at Illinois Study w_Exhibit A.pdf](#)

9. COUNCIL BUSINESS

10. ADJOURNMENT

ADA STATEMENT

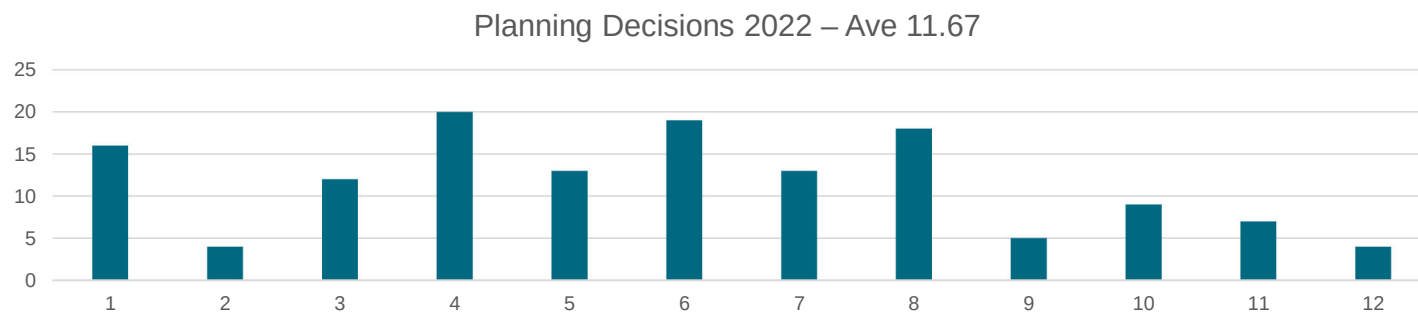
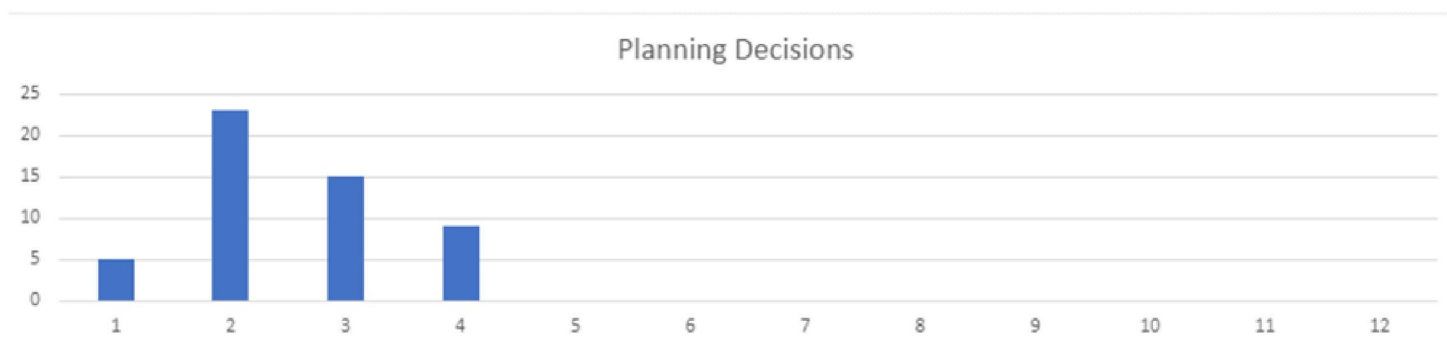
Contact the City Recorder's Office for physical or language accommodations at least 2 business days before the meeting. Call (503) 537-1283 or email cityrecorder@newbergoregon.gov. For TTY services please dial 711.

Newberg CM report

Monthly Statistics – April 2023

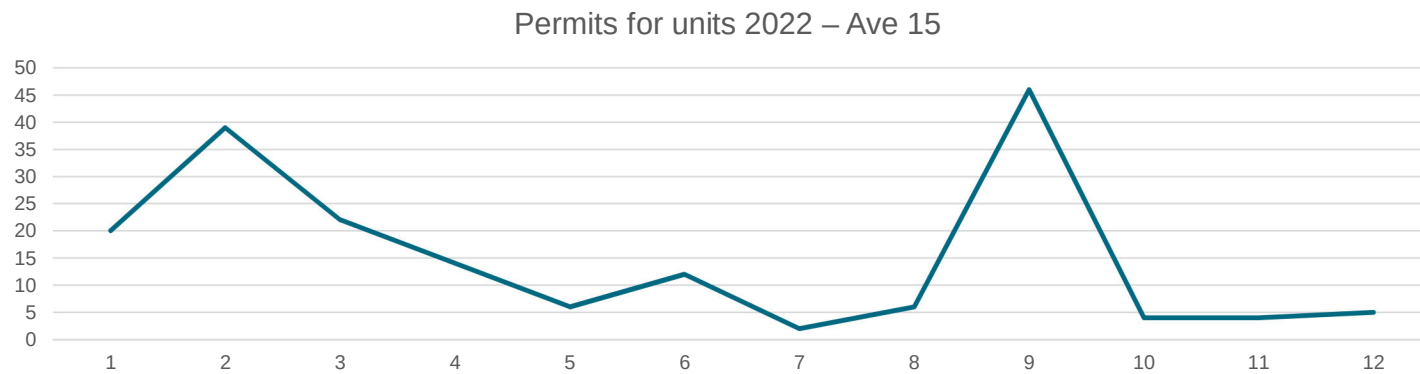


Planning: combined planning decisions of all sorts*: 9

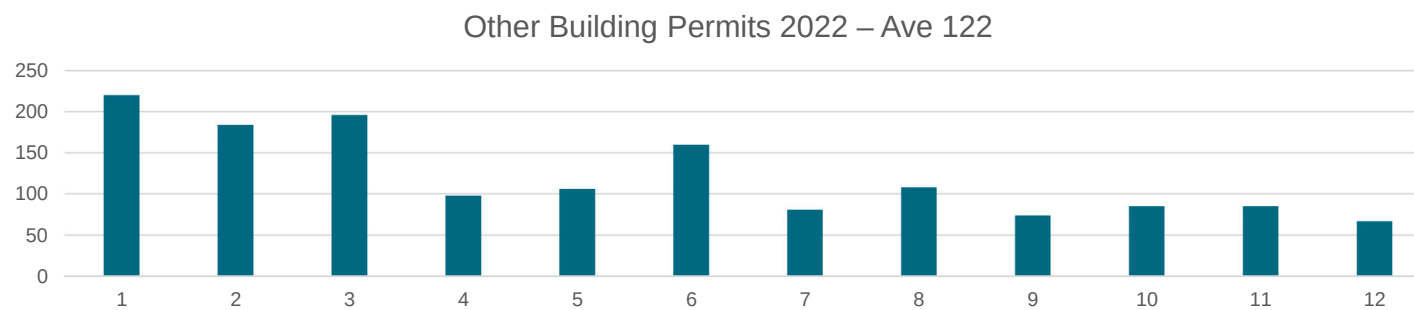
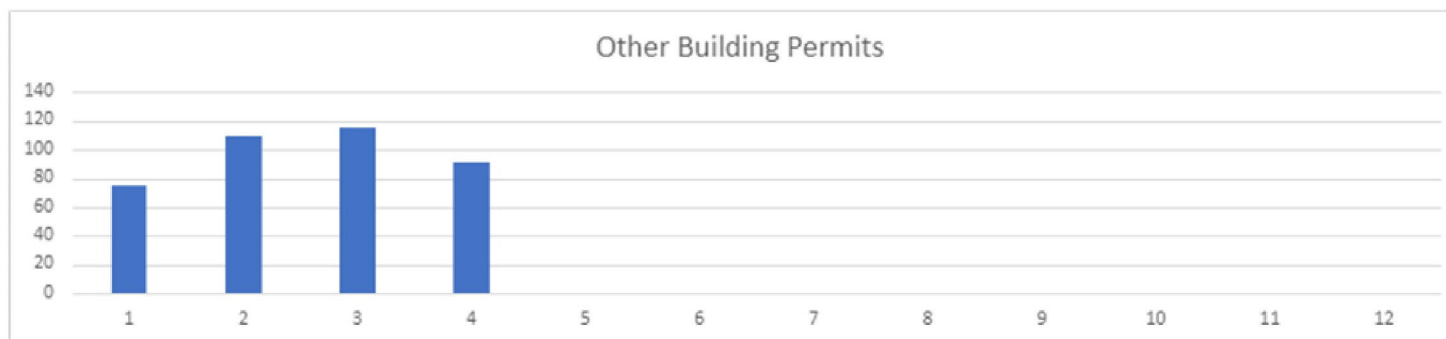


* Combined from the Director, Planning Commission and Council

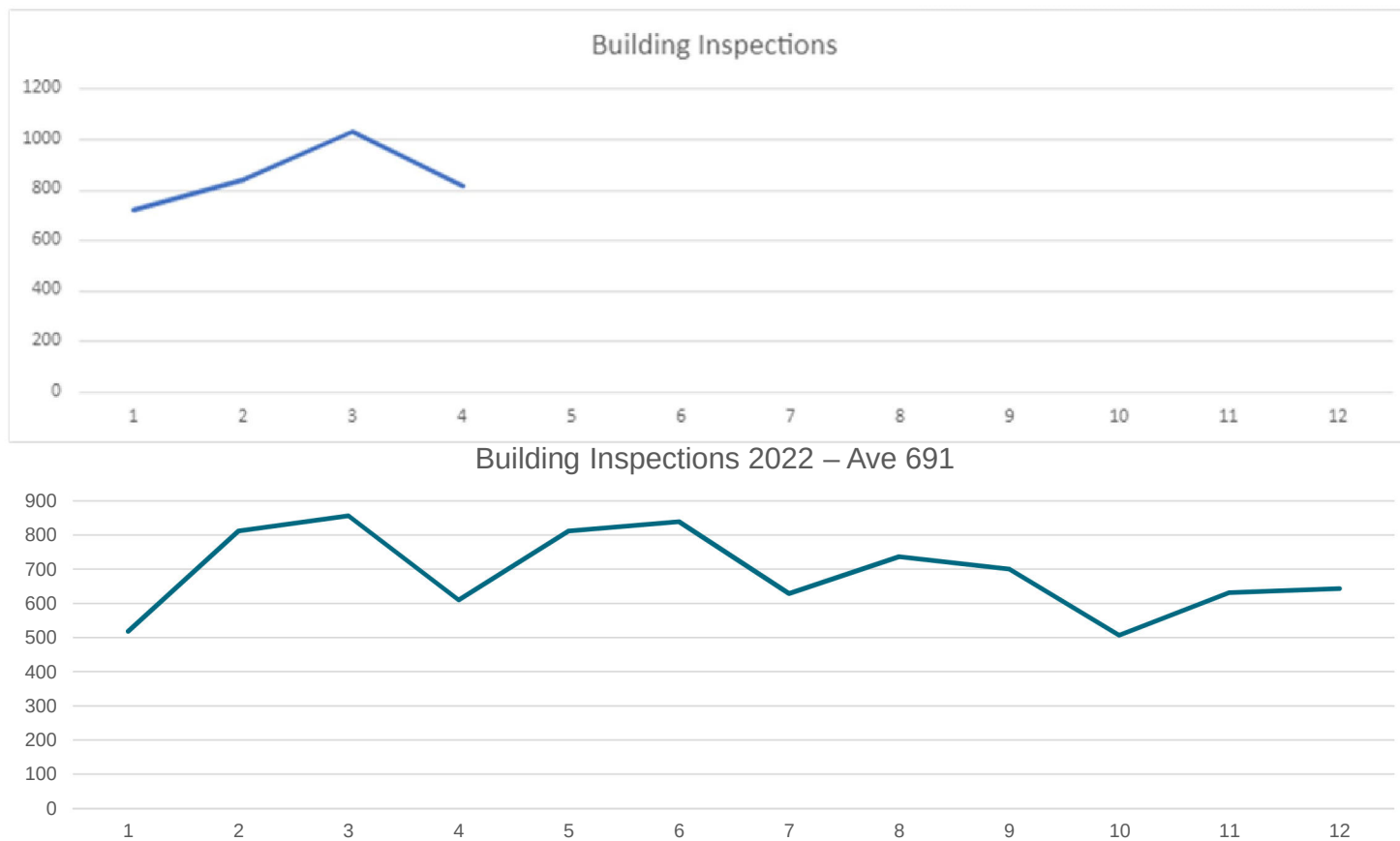
Planning: building permits for housing units: 8



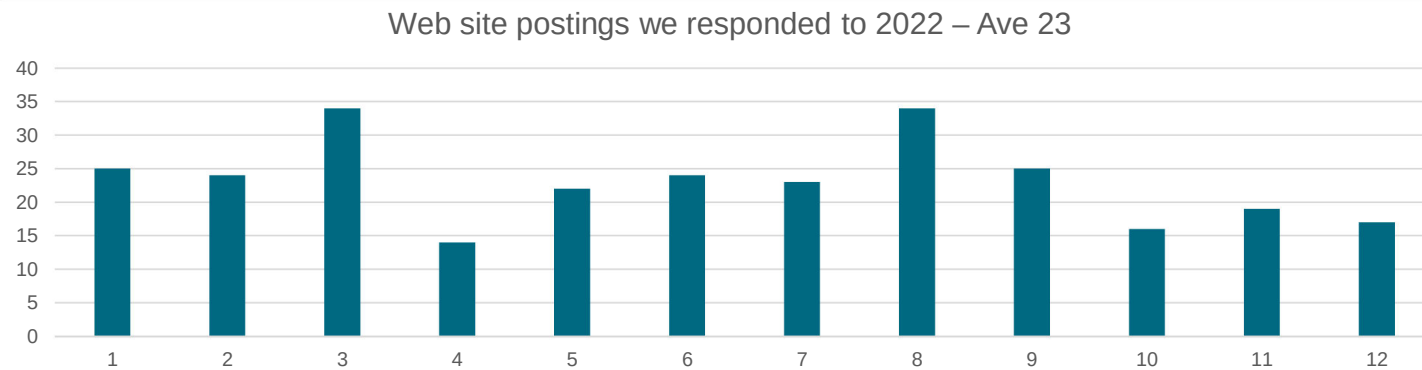
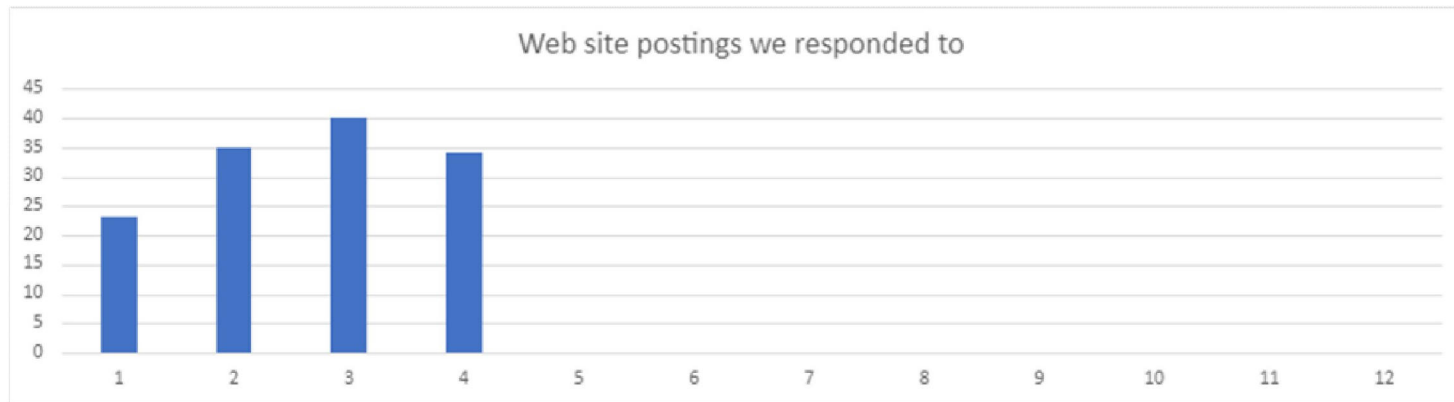
Planning: building permits other types: 91



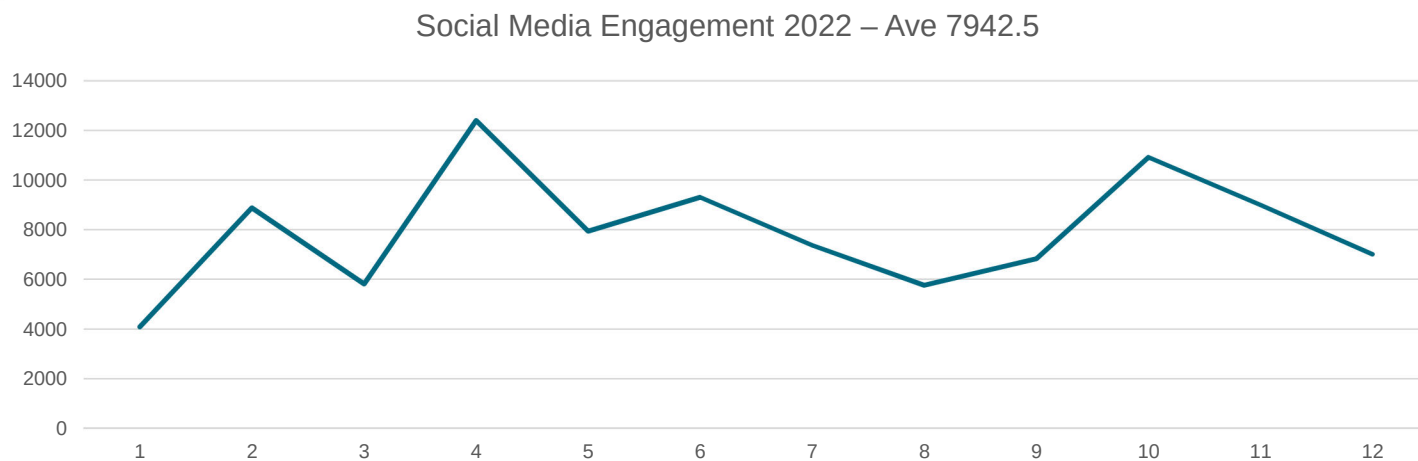
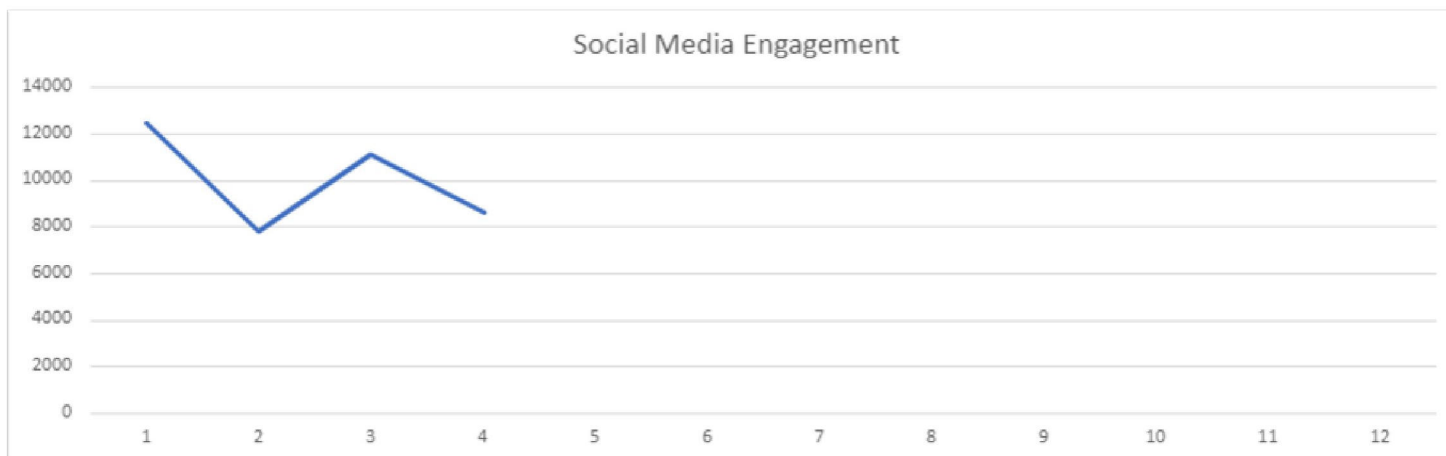
Planning: building inspections: 817



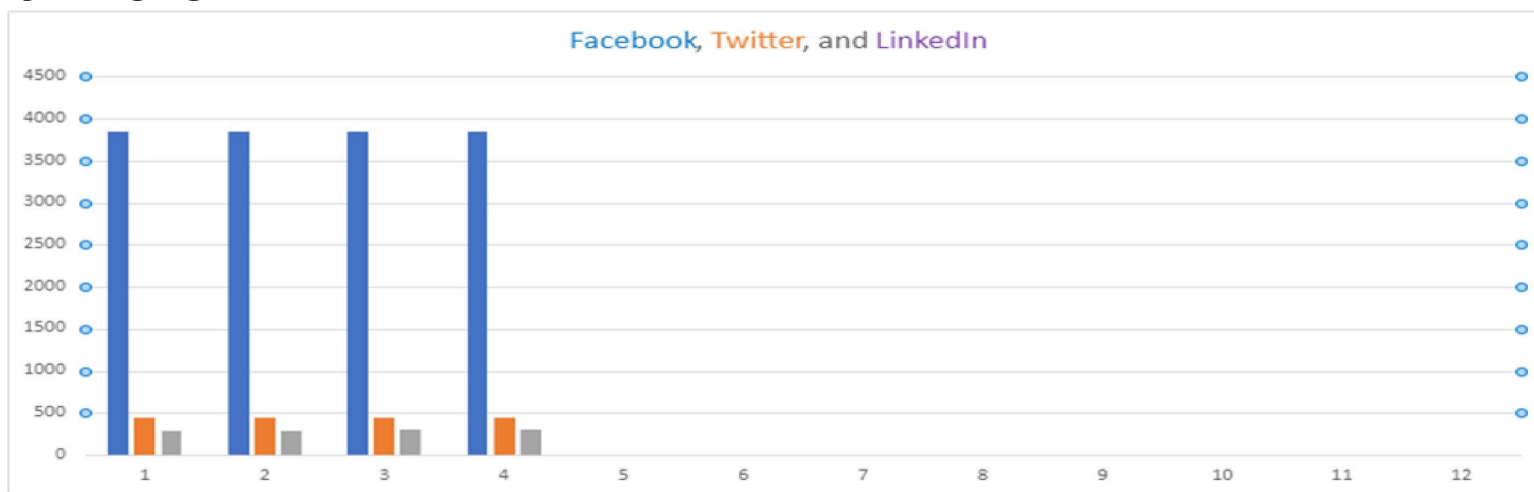
Community Engagement: submission forms through website: 34



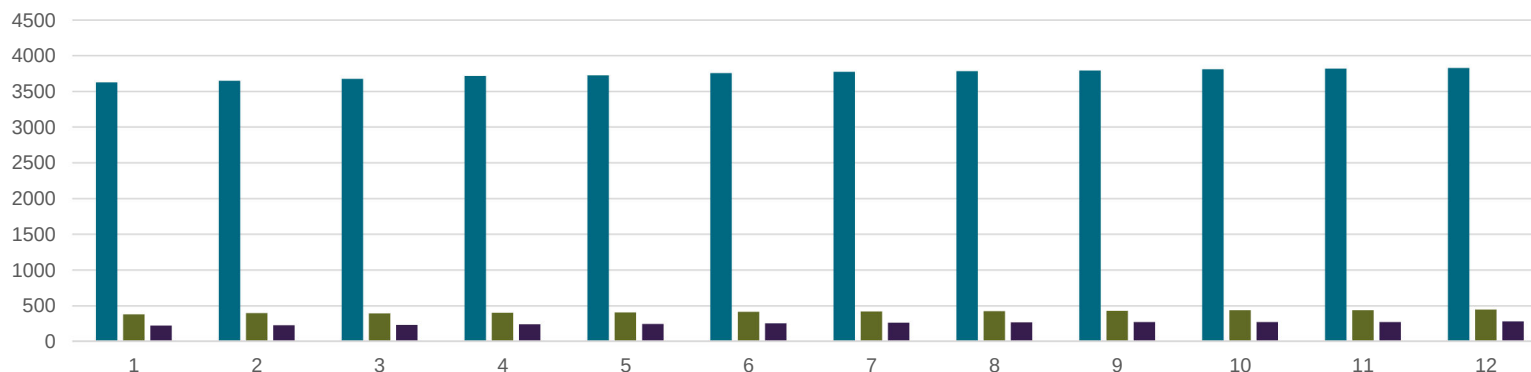
Community Engagement: social media engagement: 8,624



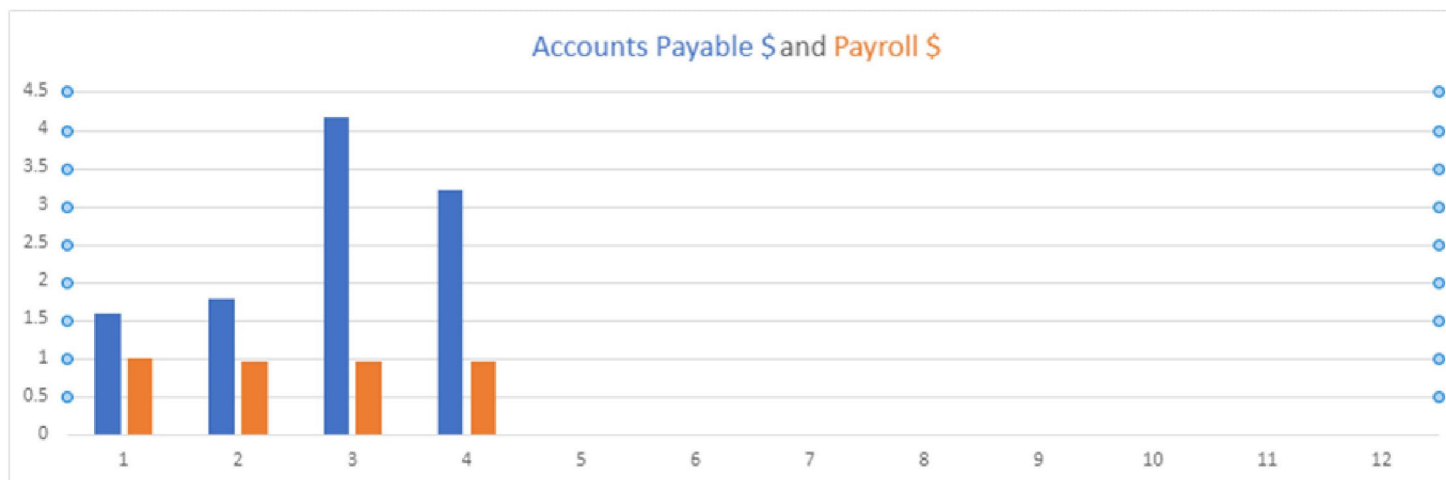
Community Engagement: social media followers Facebook 3,852, Twitter 439, LinkedIn 302



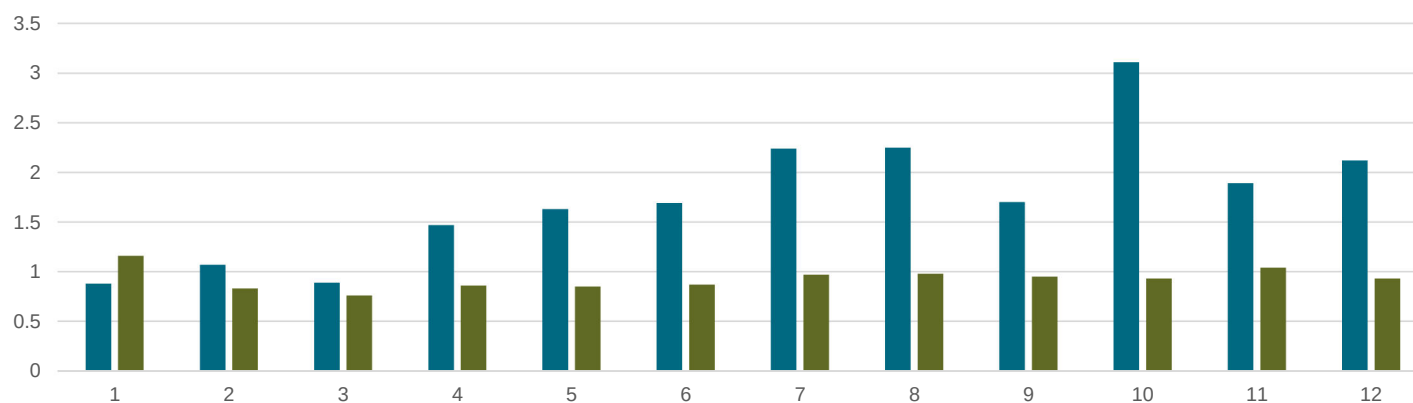
2022 data: Facebook Ave: 3746, Twitter Ave: 415, and LinkedIn Ave: 253.6



Finance: \$3.22M of payments to accounts payable & \$0.96M of payroll



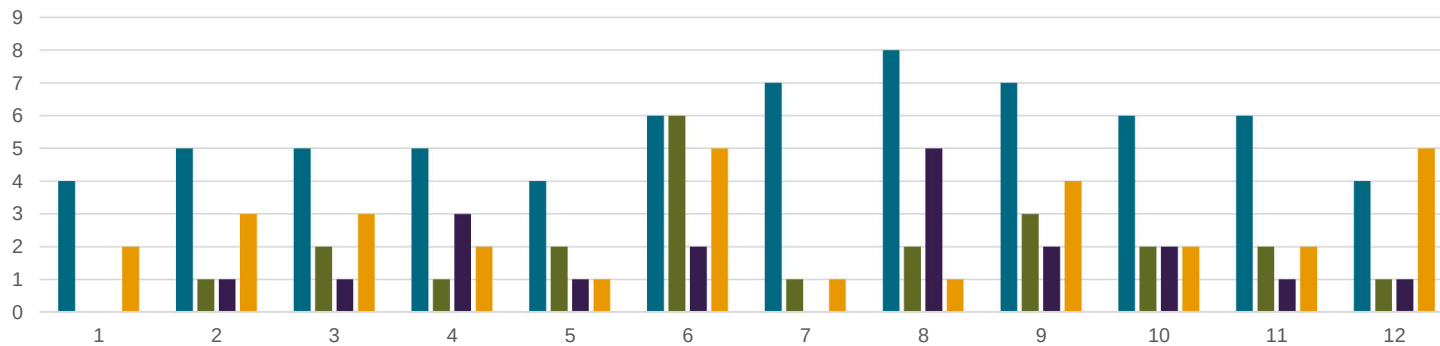
2022 Data, Accounts Payable Ave \$1.75 M and Payroll Ave \$0.93 M



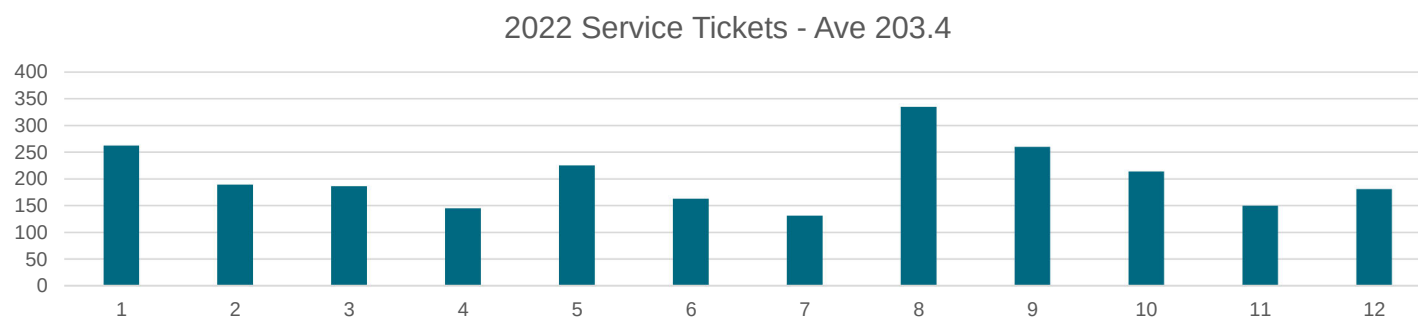
HR activity: recruitments advertised: 8, hires: 4, separations: 1,
FMLA / ADA / OFLA / workers comp claims: 4



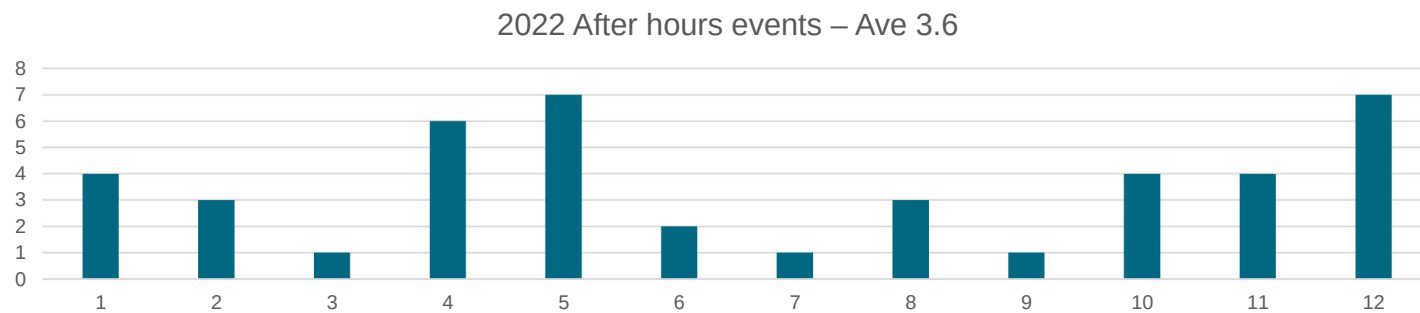
2022 Data, Recruitments Ave 5.6, Hires Ave 1.9, Separations Ave 1.6, Claims Ave 2.6



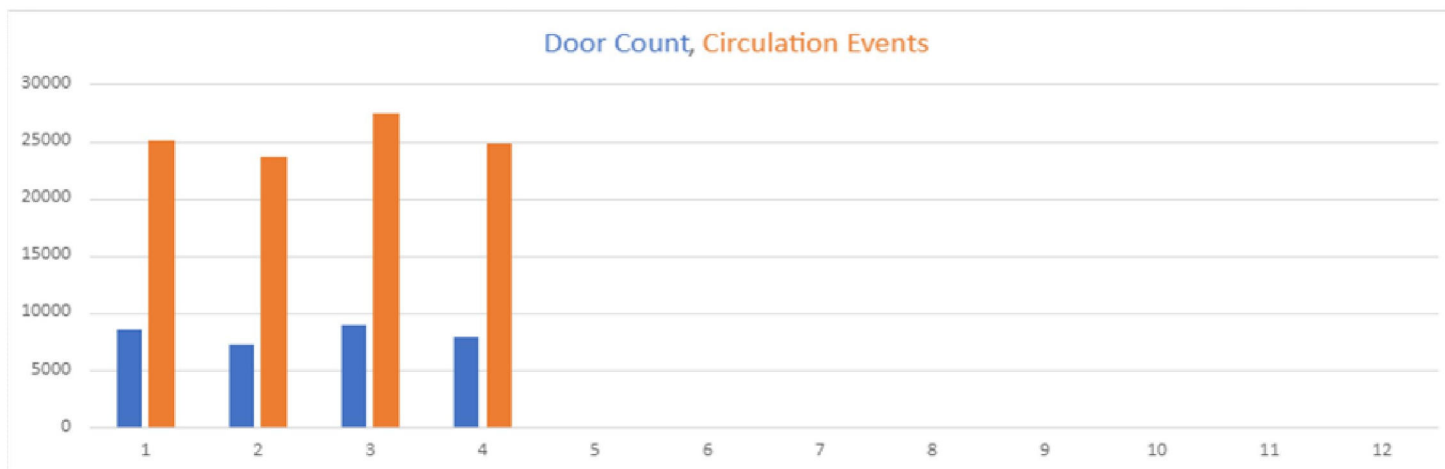
IT resolved 154 service tickets for the city.



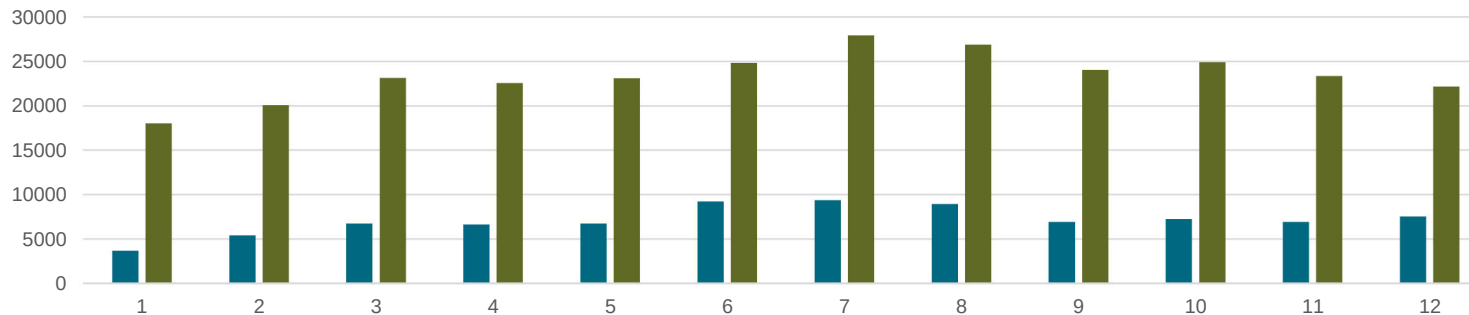
IT responded to 2 after hours on-call events.



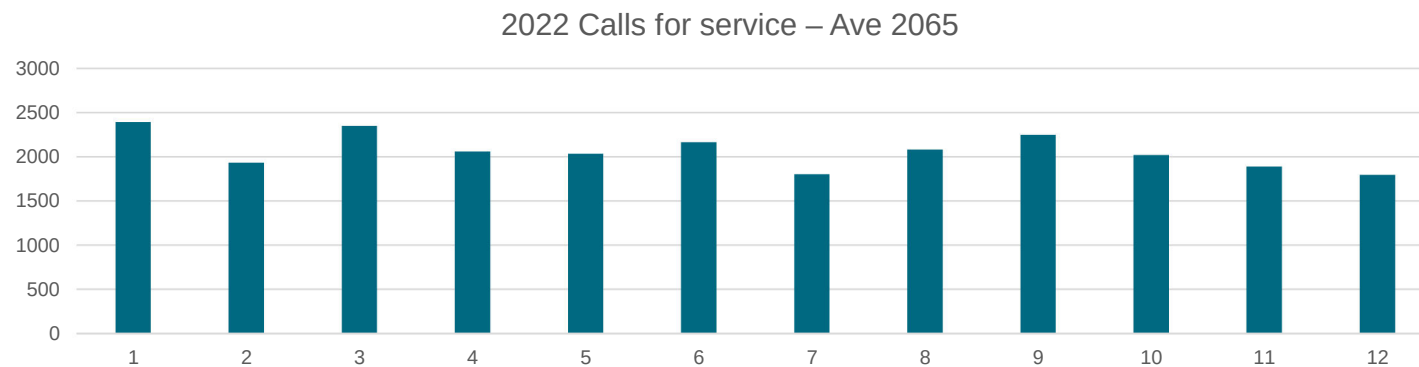
Library Activity: door count 7,848, circulation events 24,751



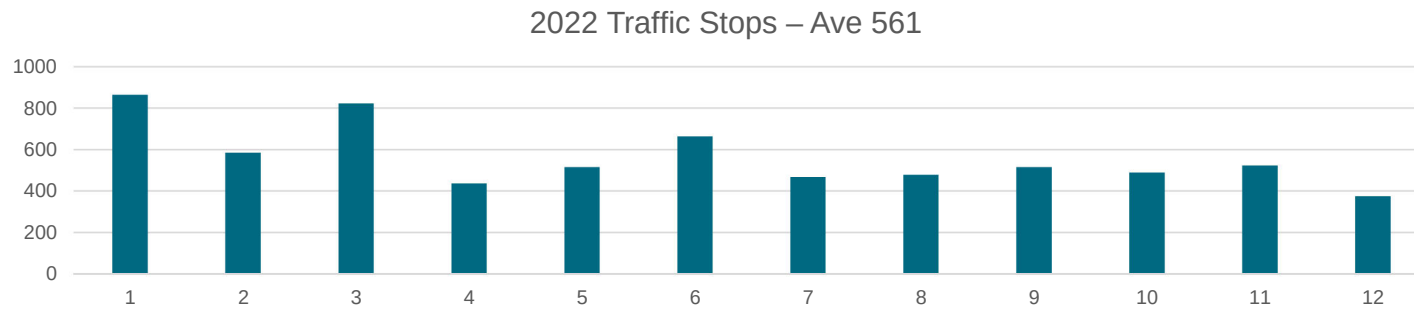
2022 Data, Door Count Ave 7108, Circulation Events Ave 23,418



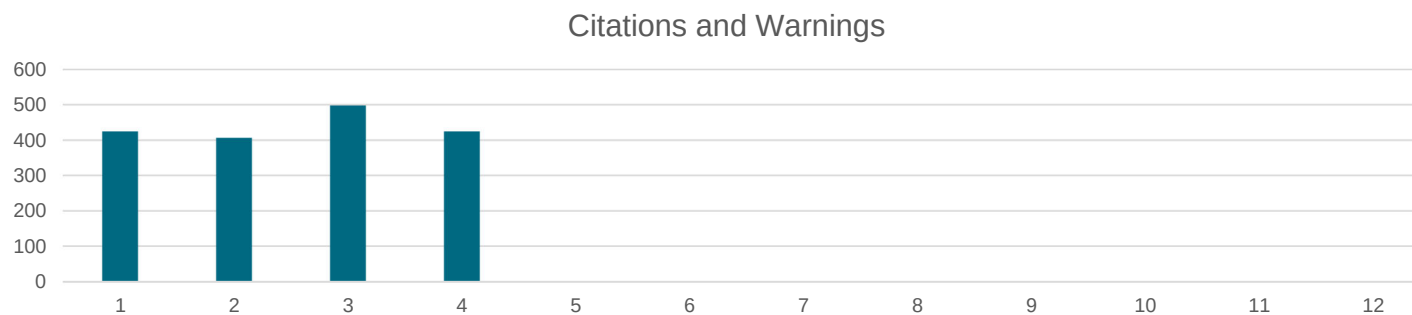
Public Safety: 2,280 – calls for service



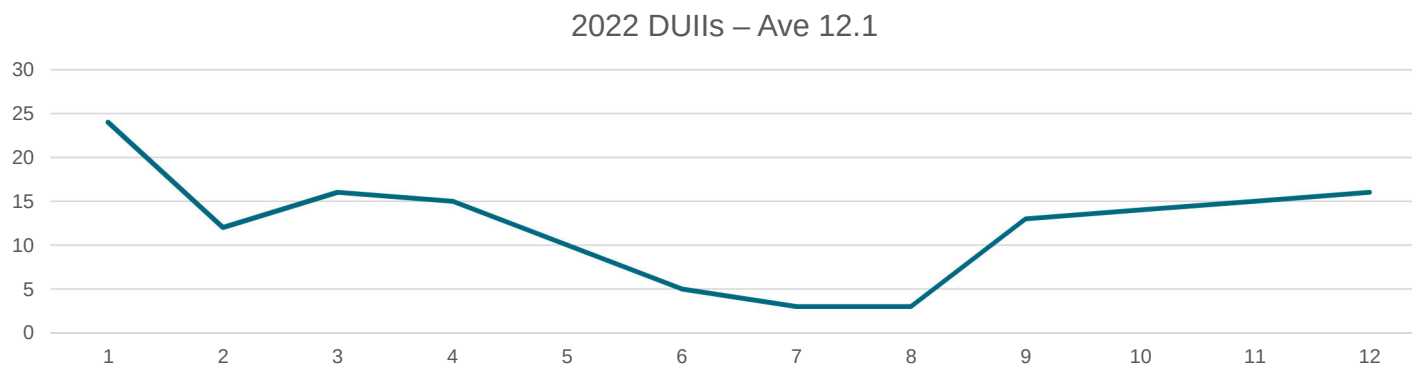
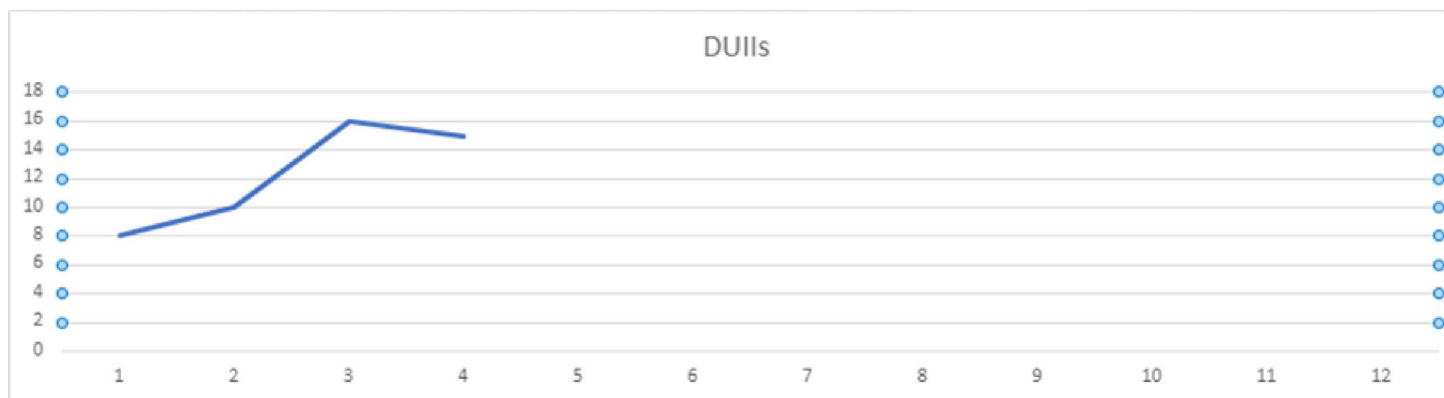
Public Safety: 533 – traffic stops



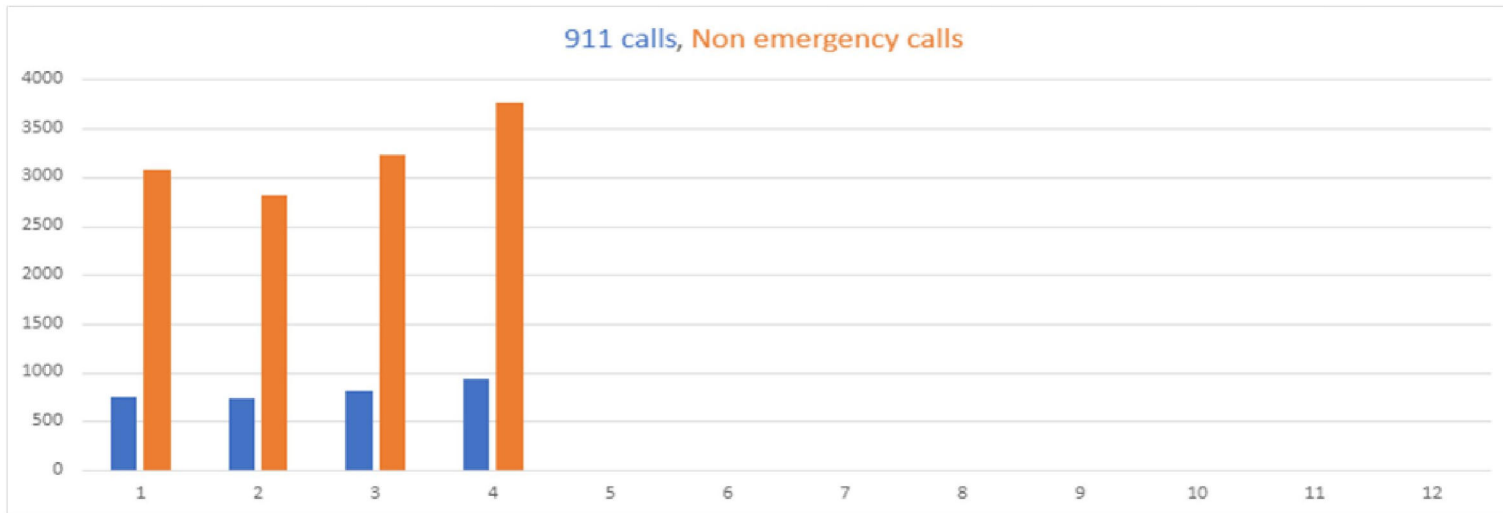
Public Safety: 425 – citations & warnings



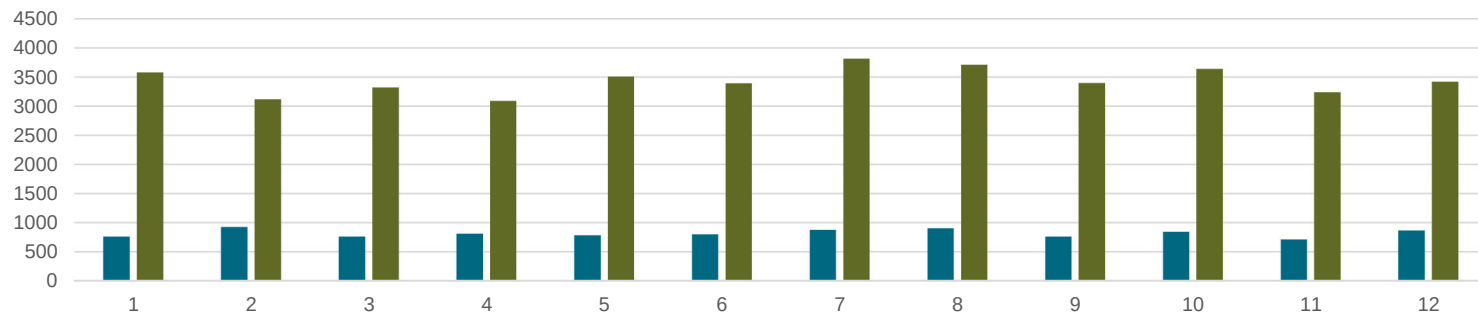
Public Safety: 15 – DUI's



Dispatch: 940 - 911 calls & 3,758 non-emergency calls



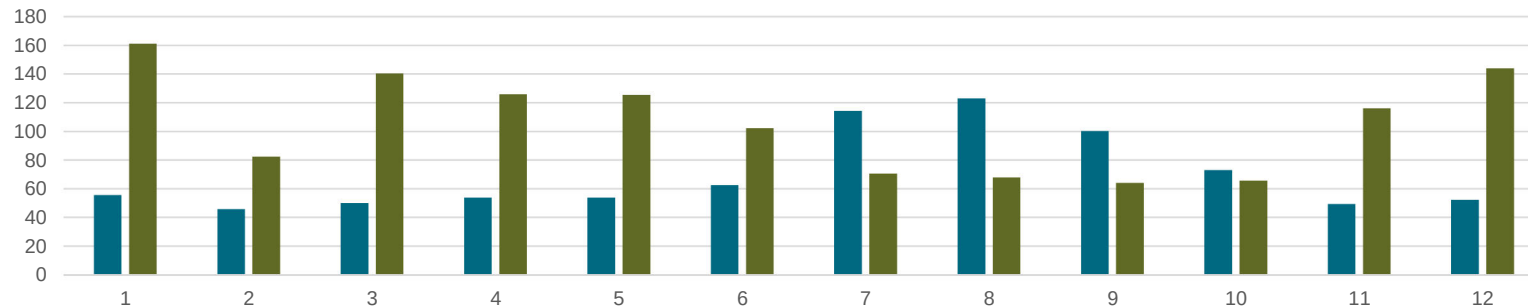
2022 Data, 911 calls Ave 817, Non emergency calls Ave 3436



Public Works: water production was 50.6 million gallons,
& 179.59 million gallons were treated

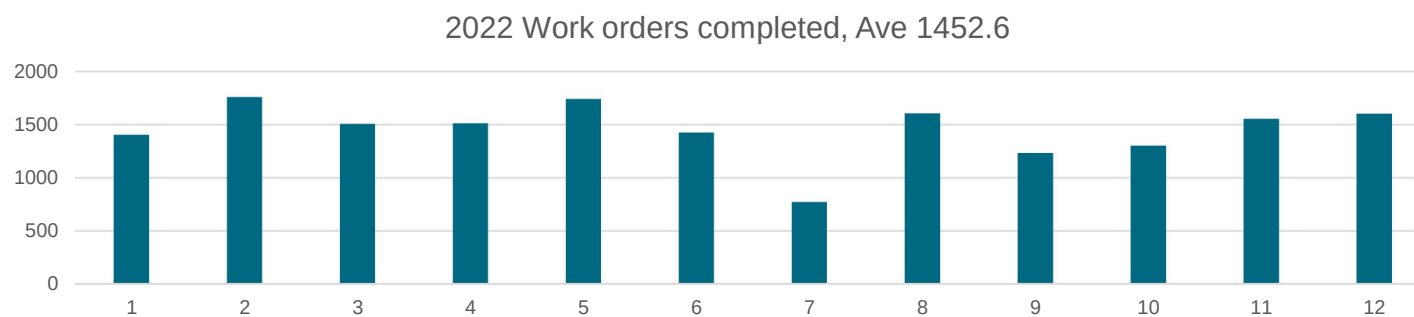


2022 Data Clean water Ave 69.45, Waste Water Ave 105.46



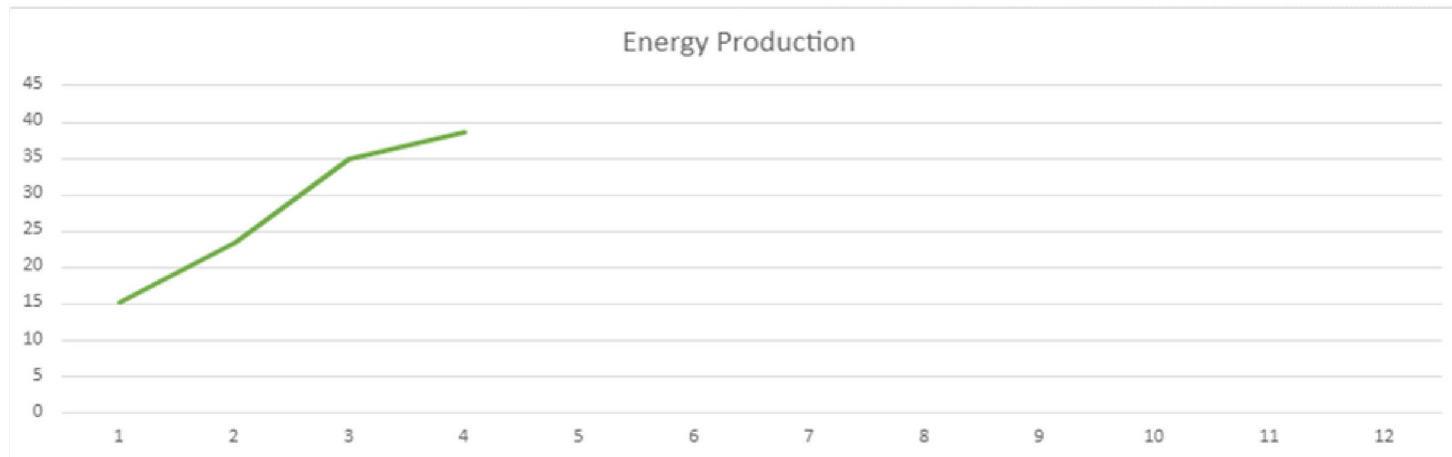


Public Works: 1,723 work orders completed

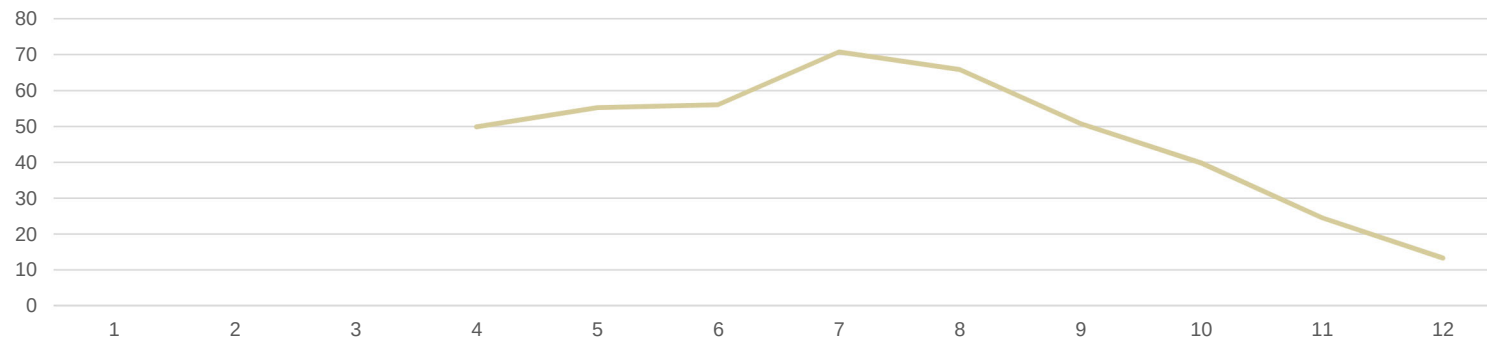




Public Works: 38.59 MWh of energy generated



2022 Data Energy Production (only 9 months of data) Ave 47.35 MWh



So that's it for this month!

More months go by, and the data keeps flowing.
With more data trends will emerge over time,
and it helps with budget forecasting also.

Questions?



REQUEST FOR COUNCIL ACTION



Date Action Requested: June 20, 2023

Order ☐	Ordinance ☐	Resolution ☐	Motion ☒	Information ☐
Subject: A request to obtain permission to enter into a new intergovernmental agreement to support the expansion of our School Resources Officer program			Staff: Will Worthey CM Department: Administration File No.	
Business Session			Order On Agenda:	

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action: NA

Recommendation:

Staff recommends that the executed agreement forwarded from the School Board from their session of May 24, 2023, be authorized for signature by the city manager.

Executive Summary:

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers, or agencies have authority to perform.

Since the election of the current council, there have been a series of discussions between the city manager, Mayor Rosacker and Newberg School District officials to attempt to enhance community safety and, in particular, the school resource officer relationship between the city and the school district. Lately, there was a visit by councilor Carmon to a school district meeting in April of 2023 to further this discussion.

Having received feedback from both the city's legal counsel, the school district's legal counsel, and the public works department on operational matters, we are delighted to present the IGA contained as attachment #1 to this motion. If approved the city manager will sign this IGA and transmit copies to all parties.

The agreement will not only expand our joint School Resource Officer capability but will allow the school district to access fuel at our fuel station at a reduced rate. This, in turn, will allow the city to buy fuel at an additional discount of approximately 10 cents per gallon for a total savings of approximately \$1 per gallon over standard fuel rates found at local filling stations.

Once accomplished in the new financial year, NDPD will begin the process of training an additional SRO. It is anticipated that the new SRO will focus on middle school work, with the selection process yet to be determined.

The new IGA will replace the existing IGA signed on August 9, 2018, or the "original IGA".

Fiscal Impact:

Currently the existing IGA provides \$30,000 per year for School Resource Officer support. As the city currently receives \$30,000 per year for school SRO support, the IGA will net \$470,000 additional dollars of general fund money to support this critical NDPD work for the first two years, and index linked to the rate of inflation beginning in year three of the five-year agreement. See attachment #1 for the exact details. The first disbursement from the school district would become available before the end of July of 2023.

The city will lose a small amount of fees from future plan reviews and permitting work as the agreement waives these charges, but this revenue is anticipated to be slight compared to the additional revenue. It is estimated that the negative side of the ledger (perhaps \$20,000 for next FY) will be offset by the cities reduced fuel costs.

Council Goals:

The motion directly fulfills Council Goal G4, objective 1 (work with Newberg School District to provide an additional School Resource Officer).

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF NEWBERG
AND THE NEWBERG SCHOOL DISTRICT**

**FOR SCHOOL RESOURCE OFFICER SERVICES,
VEHICLE MAINTENANCE AND FUELING**

THIS AGREEMENT (this “*Agreement*”) is entered into and between the City of Newberg (the “*City*”), an Oregon municipal corporation, and the Newberg School District (the “*District*”), a public school district in the State of Oregon, collectively referred to as the “Parties” and each a “Party.”

RECITALS

Oregon Revised Statutes Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers, or agencies have authority to perform.

The City has historically provided the District with one (1) Newberg-Dundee Police Department (“*NDPD*”) officer to act as a school resource officer (“*SRO*”) pursuant to that School Resource Officer Program Intergovernmental Agreement between the city and District executed on August 9, 2018 (the “*Original IGA*”). SRO’s fulfill a vital role in promoting communication and cooperation between the school district and law enforcement to support safe school communities and contribute to the learning process.

The District and the City seek to enter into a new agreement wherein the City will provide two (2) NDPD officers who will act as SROs starting July 1, 2023.

In consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS

1. **Term.** This Agreement shall be effective as of **July 1, 2023** (the “*Effective Date*”) and shall expire **June 30, 2028**, unless the Agreement is renewed by the parties. The Parties can renew this Agreement in 2027.
2. **City Responsibilities.**
 - A. **Services to be Provided.** The City agrees to select, train, assign to duty and supervise two full-time law enforcement personnel and adequate supervisory personnel as may be needed to provide the SRO services further identified in the Scope of SRO Duties attached hereto as **Exhibit A** and incorporated herein (the “*Work*”). Parties will meet prior to the start of each school year to discuss anticipated needs, within the Scope of Work, in the upcoming school year. During the school year, assigned personnel will devote all of their work time providing services to the District on District premises unless a safety emergency or court assignment requires City to deploy their services elsewhere, the SRO is attending

trainings at a non-District location, or the District and City have agreed in writing otherwise.

- B. Training.** The assigned SROs, at a minimum, shall be trained in school-based policing and certified in the Basic SRO course through NASRO or an equivalent, prior to being assigned or if not practical, then within one year of beginning the assignment. The SRO shall attend at least 40 hours of annual training related to school-safety topics.
- C. Vehicles.** The City will provide marked law enforcement vehicles to be used by the assigned SROs and will maintain and fuel the upkeep of the vehicles.

3. Consideration and Compensation.

- A.** The District agrees to pay City the amount set forth on the schedule attached hereto as **Exhibit B** for accomplishing the Work required by this Agreement.
- B.** In addition to the Work, the City agrees to the consideration set forth below:
 - i. The City will issue access and fueling cards to personnel or contractors identified by the District in writing, and allow authorized District personnel and contractors in possession of the cards to access the City's fueling station for the sole purpose of fueling District buses in accordance with the requirements and schedule provided in **Exhibit C**.
 - ii. The City will waive all plan review and permit fees listed in **Exhibit D** that are applicable to the District, if not prohibited by federal, state, or local law, until expiration of this Agreement. In the event that the City approves new fees after the Effective Date that can be waived by the City without violating federal, state, or local law, the District may submit a request to the City to waive such new fees. The City may elect to waive new fees at its sole discretion.
 - iii. The City will perform the maintenance activities set forth in **Exhibit E**.

4. District Responsibilities. In addition to the payment obligations under Section 3(A), the District shall satisfy the following requirements when working with the SROs:

- A.** District shall furnish SROs with materials commonly available within the district and reasonably requested by SROs to perform their duties, including a desk, chair, office space and office supplies.
- B.** School officials shall communicate frequently with SROs to identify safety concerns within District's facilities.
- C.** District shall cooperate with NDPD investigations and other actions in response to crime or criminal activity on or near any District facility.
- D.** School officials shall allow SROs to inspect and copy any public records

maintained by the school to the extent allowed by federal or state law.

- E. If information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, then school officials shall disclose to the SROs the information necessary to address the emergency.

5. Representations and Warranties.

- A. **District Representations and Warranties.** District represents and warrants to City that District has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of District enforceable in accordance with its terms.
- B. **City Representations and Warranties.** City represents and warrants to District that the City has the power and authority to enter into and perform this Agreement, and this Agreement, when executed and delivered, shall be a valid and binding obligation of the City enforceable in accordance with its terms.

6. Termination.

- A. Either the City or the District may terminate this Agreement for any reason at any time upon one hundred and twenty (120) days' written notice to the other party.
- B. Either the City or the District may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination however, the Party seeking termination shall give the other Party written notice of the breach and of the Party's intent to terminate. If, in the non-breaching Party's sole discretion, the breaching Party has not entirely cured the breach within fifteen (15) days of delivery of the notice to the breaching Party, then the Party giving notice may terminate the Agreement at any time thereafter by giving written notice of termination stating the effective date of the termination.
- C. The City and the District shall not be deemed to have waived any breach of this Agreement by the other Party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.
- D. Either Party may terminate this Agreement in the event it fails to receive expenditure authority sufficient to allow the Party, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement, or if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work to be performed under this Agreement is prohibited or the Party is prohibited from paying for such Work from the planned funding source.
- E. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

F. Upon termination of this Agreement, the District will return all access and fuel cards to the City within three (3) business days of the termination date.

7. **Indemnification.** Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the City agrees to indemnify, hold harmless and defend the District, its officers, elected officials, agents, representatives, and employees from and against all costs, losses, damages, claims or actions, and all expenses incidental to the investigation and defense thereof arising out of or based upon damages or injuries to persons or property arising out of or related to the performance of the Work by the City or its officers, elected officials, representatives, employees, agents, or its contractors or anyone over which the City has a right to control.

Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act or successor statute, the District agrees to indemnify, hold harmless and defend the City, its officers, elected officials, agents, representatives, and employees from and against all costs, losses, damages, claims or actions, and all expenses incidental to the investigation and defense thereof arising out of or related to damages or injuries to persons or property caused by the negligent or willful acts of the District or its officers, elected officials, owners, employees, agents, or its contractors or anyone over which the District controls.

However, neither party nor any attorney engaged by that party shall defend any claim in the name of other party or any department thereof. Neither party may purport to act as legal representative of the other party or any of its departments, without first receiving authorization from, for the City, the Newberg City Attorney's Office, and for the District, from the District's attorney. Neither party has the authority to settle any claim on behalf of the other without the approval of the attorney for that party. Either party may, at its election and expense, assume its own defense and settlement.

8. **Insurance.** Each party shall maintain the following insurance coverage(s) (or equivalent self-insurance coverage), as applicable, for the term of the Agreement:
- A. **Workers' Compensation.** As required by ORS 656.017, subject employers shall provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers.
 - B. **General Liability.** Each party shall maintain general liability insurance coverage of at least \$1,000,000 for each claim, incident, or occurrence, and at least \$2,000,000 annual aggregate coverage.
 - C. **Motor Vehicle Liability.** Each party shall maintain motor vehicle liability insurance of at least \$1,000,000 for each claim, incident, or occurrence.
 - D. **Certificate of Insurance.** Upon request of a party, the other party shall furnish to a current certificate of insurance for each of the above coverages within 48 hours of therequest. Each certificate must provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days prior written notice from the party or their insurer, to the other

party. Each certificate shall also state the relevant deductible or retention level.

9. **Contractor's Insurance.** The District will ensure that all of its contractors hired to transport students or staff, or who otherwise operate transportation vehicles on behalf of the District, maintain insurance in accordance with the requirements of Section 8.
10. **Notices.** Legal notice provided under this Agreement shall be written and delivered personally, by email or by certified mail to the individuals identified below. Any communication or notice so addressed and mailed shall be deemed to be given upon receipt.

For the City:

Will Worthy
City Manager
414 E. First Street
Newberg, OR 97132
will.worthey@newbergoregon.gov

For the District:

Dr. Stephen Phillips
Superintendent
714 E. Sixth Street
Newberg, Oregon 97132
phillipss@newberg.k12.or.us

11. **Control of Personnel.**

- A. The City is each SRO's sole employer. Control of personnel, supervision, standards of performance, discipline, and all other aspects of performance shall be governed entirely by the City. Allegations of misconduct shall be investigated in accordance with City's Policy and Procedures. All liabilities for salaries, wages, any other compensation or benefits, injury, or sickness arising from performance of the law enforcement services provided by the SRO shall be that of the City.
- B. The District is responsible for the supervision, management and control of all personnel and contractors operating vehicles or equipment used for the transport of students, faculty, staff, and other persons for the District. The District is responsible for ensuring that appropriately authorized personnel use and maintain all access and fueling cards provided by the City under Section 3(B)(i).
- C. Prior to the City providing the District with access to the fueling station, the District will ensure that all individuals who will operate buses or other transportation vehicles on behalf of the District have completed the City's fueling and safety training.

12. **General Provisions.**

- A. **Oregon Law and Forum.** This Agreement, and all rights, obligations, and disputes arising out of it will be governed by and construed in accordance with the laws of the State of Oregon, the policies of the District, and the ordinances of City of Newberg without giving effect to the conflict of law provisions thereof. Any claim between City and District that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of

Yamhill County for the State of Oregon, or the United States District Court for the District of Oregon.

- B. Access to Records.** Each party shall retain, maintain, and keep accessible all records relevant to this Agreement (“Records”) for a minimum of six years, following Agreement termination or full performance or any longer period as may be required by applicable law, or until the conclusion of an audit, controversy or litigation arising out of or related to this Agreement, whichever is later. Each party shall maintain all financial records in accordance with generally accepted accounting principles. All other Records shall be maintained to the extent necessary to clearly reflect actions taken. During this record retention period, a party shall permit the other party’s authorized representatives’ access to the Records at reasonable times and places for purposes of examining and copying.
- C. Debt Limitation.** This Agreement is expressly subject to the limitations of the Oregon Constitution and Oregon Tort Claims Act, and is contingent upon appropriation of funds. Any provisions herein that conflict with the above referenced laws are deemed inoperative to that extent.
- D. Severability.** If any term or provision of this Agreement is determined to be unconstitutional, illegal, void, or unenforceable, the remaining terms and conditions of this Agreement shall remain in full force and effect if the remaining terms and conditions are valid, binding, and enforceable.
- E. Termination of Original IGA.** This Agreement replaces the Original IGA. By executing this Agreement, the City and District agree to mutually terminate the Original IGA. The City and District waive their rights to receive 15 days’ advance written notice from each other to terminate the Original IGA.
- F. Integration, Amendment and Waiver.** Except as otherwise set forth herein, this Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by such Party of that or any other provision.
- G. Interpretation.** The titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.
- H. Independent Contractor.** Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture, joint employer or any similar relationship, and each Party hereby specifically disclaims any such relationship.
- I. Counterparts.** This Agreement may be executed in several counterparts

(electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.

- J. Force Majeure.** Neither District nor City shall be held responsible for delay or default caused by events outside of the District or City's reasonable control including, but not limited to, fire, terrorism, riot, acts of God, or war. However, District and City shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.
- K. Confidentiality.** No reports, information, and/or data given to or prepared or assembled by the Parties under this Agreement shall be made accessible to any individual or organization by either Party without the prior written approval of the other Party.
- L. FERPA.** The parties shall fully comply with the Family Educational Rights and Privacy Act (FERPA) and all other laws relating to the confidentiality of student information, as well as district policies JO/IGBAB, JOA and JOB. The release of student records is governed by ORS 336.187 and ORS 326.565 – 326.580, and the Family Education Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations, and district policies JO/IGBAB, JO/IGBAB-AR, JOA and JOB. In accordance with FERPA, "school officials" may access and disclose student records only as authorized by FERPA. The City will ensure assigned personnel become familiar with and comply with all state and federal student confidentiality laws applicable to the K-12 school environment.
- i. School Resource Officer**
- For purposes of access to student records, the SRO is considered a "school official" and may be provided students' personally identifiable information ("PII") on an as-needed basis to carry out SRO duties for legitimate educational purposes. In addition, the SRO and any SRO supervisory personnel may only use PII for the purpose for which the disclosure was made; and to promote school safety and the physical security of students.
- The SRO and SRO supervisory personnel, acting as school officials, may not disclose PII obtained from student records, without prior written consent, to others, including other officers who are not acting in the capacity as school officials, unless the disclosure fits within one of the exceptions to consent in FERPA. The District in its sole discretion may provide SRO access to student names and directory information through District's student information system. The SRO may request other student records from a District administrator for legitimate educational purposes.
- ii. Directory Information**
- Information that is designated as "directory information" is published in School Board Policy JOA. The information regarding students whose parents have opted-out of disclosure of such student information will be withheld. The information items designated as "directory information" are subject to change. The SRO or other law enforcement officials seeking access to directory

- M. information may request such information from the building principal.
- N. **Exhibits.** The Exhibits identified in this Agreement are incorporated herein by reference and made a part of this Agreement.
- O. **No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Agreement, each party shall be responsible for its own attorney fees and expenses.

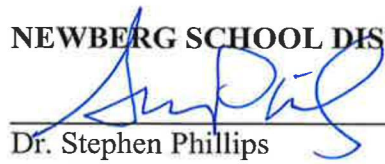
IN WITNESS HEREOF, the Parties have executed this Agreement by the date indicated below.

CITY OF NEWBERG

Will Worthey
City Manager

Date

NEWBERG SCHOOL DISTRICT



Dr. Stephen Phillips
Newberg School District Superintendent

5.23.23

Date

EXHIBIT A

SCOPE OF SRO DUTIES

SROs' duties include, but are not limited to, the following:

- To be a visible, active law enforcement figure on campus who works on law enforcement matters.
- To refer violations of the student conduct code or board policy to the school administrator. The SRO shall not be involved with the enforcement of school rules or disciplinary infractions that are not violations of criminal laws. School administrators and teachers are solely responsible for school discipline.
- To assist in providing a safe environment by using crime prevention strategies and law enforcement measures, assisting school and district administrators with school emergencies and threats, and by providing campus security acting as a designee of the campus administrator. For purposes of this Agreement, a school campus includes buildings, grounds, parking lots, lockers, and other School District property.
- To assist in the proper collection and disposal of illegal substances recovered by the school that are not needed for criminal prosecution.
- To be a classroom resource for law education by using approved materials.
- To be a resource for students by providing them with a law enforcement figure and role model in a student environment.
- To be a resource for teachers, parents, and students for conferences on an individual basis to deal with individual problems or questions, especially in the area of substance abuse.
- To appear before site councils, parent groups, and other groups associated with the School District and speak on a variety of requested topics, including safety, crime prevention, and drug/alcohol abuse.
- To be involved in discipline if it involves preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm. The SRO will work to resolve the problem to preserve the school climate.
- To promptly share information with the school administrator about any public safety threat or significant enforcement event and about persons and conditions that pertain to campus safety concerns
- To ensure that the school administrator remains aware of material interactions and

information involving the SROs work.

- To be familiar with helpful community agencies, including mental health clinics and drug treatment centers, which offer assistance to dependency- and delinquency-prone youths and their families, and to refer them to the youths or families when necessary.
- To coordinate their activities with the principal and concerned staff members and seek permission, guidance and advice from them prior to enacting any programs in the school.
- To be an extension of the principal's office for assignments consistent with this Agreement.
- To be familiar and comply with applicable District Board policies and administrative regulations including:
 1. Policy AC Nondiscrimination
 2. Policy JO/IGBBA Education Records
 3. Regulation JO/IGBAB-AR Management of Education records
 4. Policy JOA Directory Information
 5. Policy JOB Personally Identifiable Information
 6. Policy JFG Student Searches
 7. Policy JFG-AR Student Searches
 8. Policy JHFF Suspected Sexual Conduct with Students and Reporting Requirements
 9. Policy KN Relations with Law Enforcement Agencies
 10. Regulation KN-AR Relations with Law Enforcement Agencies

Search and Seizure

The SRO shall not become involved in administrative (school-related) searches unless specifically requested by the school to provide security, protection, or for handling of weapon(s) or contraband. Administrative searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent. Any law enforcement searches or interviewing of students for law enforcement purposes shall be limited to and performed in accordance with Newberg school board policies and regulations JFG, KN, and KN-AR.

Duty Hours of SROs.

- City shall determine each SRO's duty hours in collaboration with the school administrator. The SRO's duty hours shall reasonably conform to the school day, and may be modified provided it is mutually beneficial for both parties. An SRO may perform after-hour duties, including providing police coverage at sporting and school events for the District.

- Notwithstanding any other provision of this Agreement, SROs shall be available to City for other duty assignments at any time, including spending time in court and attending interagency meetings. During holidays or other non-school days, the SRO shall report to City for regular duty. When the SRO reports to City for regular duty, City may nevertheless assign the SRO to District for duty assignments consistent with this Agreement.

Employment of SROs.

- SROs shall be employees of City and City shall administer, train, supervise and control the SROs.
- SROs are subject to all personnel policies and practices of City except as such policies or practices that may be modified by the terms and conditions of this Agreement.
- City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs.
- City's Chief of Police shall determine which officers to assign as SROs.
- An SRO shall be a certified, sworn police officer and a full-time, regular employee of City.
- SROs will wear approved department uniforms, formal business attire, or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school or City.
- SROs will wear their department-authorized duty weapons in accordance with department policy.

Transport of Students

- SROs shall not transport students in City vehicles unless the student is a victim of a crime, under arrest, or involved in an emergency.
- SROs shall not transport students in their personally-owned vehicles.
- SROs shall notify school personnel upon removing a student from campus.

EXHIBIT B

COMPENSATION SCHEDULE

The District agrees to pay the City in accordance with the following Compensation Schedule:

For Fiscal Years '23/'24 and '24/'25:

The District will pay the City *either*:

- (a) one payment of \$530,000.000 no later than July 31, 2023, or
- (b) two payments of \$265,000.00 each, no later than July 31, 2023 and July 31, 2024, respectively.

For Fiscal Years '25/'26, '26/'27 and '27/'28:

The District agrees to pay \$265,000.00 each fiscal year, adjusted annually for inflation pursuant to the Consumer Price Index ("CPI") for all Urban Consumers, West Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor, for the preceding twelve (12) month period. The amounts owed by the District to the City will be calculated in March 2025, March 2026, and March 2027.

The District agrees to pay amounts owed to the City no later than July 31st of 2025, 2026, and 2027, respectively.

EXHIBIT C

FUELING STATION SCHEDULE AND REQUIREMENTS

(1) The District and its personnel and consultants will conduct fueling only during scheduled dates and times included in a quarterly schedule agreed to by authorized District personnel and the City's City Manager or Public Works Director. The City and District must agree to the first quarterly schedule prior to the initiation of the first fueling event. The City will allow the District to fuel at the maintenance yard before or after Newberg Public Works' yard operational hours. Any other times must be expressly included in the quarterly schedule or otherwise agreed to in advance and in writing by the City's City Manager or Public Works Director.

Public Works current yard operations hours:

April-October	Monday -- Thursday	6:30 AM – 4:00 PM
October -April	Monday -- Friday	8:00 AM – 4:00 PM

(2) The Operational hours may change at the City's sole discretion. If this occurs, the City will notify the District in writing 30 days before the scheduling changes, so a new fueling schedule can be developed.

(3) All personnel and contractors hired, employed, or otherwise engaged by the District to fuel up at the City's fueling station must complete the City's fueling training. The District or its contractor must retain the training records for their personnel and contractors.

(4) All buses fueling up at the City's fuel station must have an identifiable number marked outside the vehicle.

(5) Vehicle windshield badges will be issued based on the above vehicle numbers. These badges allow vehicles into the facilities during off hours. The District is responsible for removing and returning badges as buses are sold or replaced.

(6) The District shall be responsible for keeping track of windshield badges and maintaining a database of the badge assigned to each bus. The District will pay the City for any costs or expenses incurred as a result of lost or missing badges, including costs the City deems necessary to reestablish the security of the City's maintenance yard.

(7) The City is not responsible for any damages arising from or caused by District personnel or contractors filling vehicles or equipment with incorrect fuel.

(8) The District will hold the City harmless from all damage the fuel may cause to the District's or its contractor's equipment.

(9) The District is responsible for notifying all vehicle and equipment operators that they are under video surveillance while on City property.

EXHIBIT D

CITY MASTER FEE SCHEDULE

The City will waive all plan review and permit fees listed below, to the extent waivers are not prohibited by federal, state, or local law. Page references below refer to the pages in the City's Master Fee Schedule that was adopted by the City Council on March 21, 2023 under Resolution 2023-3887 and became effective on April 1, 2023.

Fee Description	Page No. of Master Fee Schedule (effective as of 04.01.23)
Building - Permit Center Fees – All Categories, except the Investigation Fee	Pages 7 and 8
Building – Mechanical – Permit Center Fees – All Categories	Pages 9 and 10
Building – Plumbing – Permit Center Fees – All Categories	Pages 11 and 12
Building - Manufactured Parks – Permit Center Fees – All Categories	Pages 13 and 14
Building - Recreational Parks – Permit Center Fees – All Categories	Pages 14 and 15
Planning - Permit Center Fees - Type I (Administrative Review), Type II (Land Use Decision), Type III (Quasi-Judicial Review), Type IV (Legislative Amendments), and Other Fees Categories	Pages 16 and 17
Public Works – Engineering – Permit Center Fees – All Categories, except for fees related to System Development Charges	Pages 21 and 22

EXHIBIT E

CITY MAINTENANCE – SCOPE OF WORK

The City of Newberg has historically provided mechanical repairs for small fleet vehicles at our labor cost. As part of this Agreement, the City will no longer charge the District for the services described below.

The City of Newberg Fleet Maintenance department will provide the following activities at a \$0 labor rate (see a. to d. below) for small fleet vehicles. In addition, the City of Newberg will charge only for the materials needed to perform these activities, at the materials actual cost.

- a. Oil changes
- b. Brakes
- c. Tire replacement
- d. Minor repairs (requiring 8 hours or less of labor)

The City will not service buses or similar sized vehicles due to their special requirements.

REQUEST FOR COUNCIL ACTION



Date Action Requested: June 20, 2023

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐

No. 2023-3899

Subject: Public hearing and approval of Supplemental Budget #2 for fiscal year 2022-2023 as described in Exhibit “A”.

Staff: Kady Strode
Department: Finance
File No.

Business Session

Order On Agenda: Public Hearing

Hearing Type: Administrative

Recommendation: Adopt Resolution No. 2023-3899 for approval of Supplemental Budget #2 for fiscal year 2022-2023.

Executive Summary: The changes presented in the Supplemental Budget #2 covers 8 funds. A brief description of the reasons for these changes is provided below. Notice of the supplemental budget public hearing was published in the Newberg Graphic on June 14th, 2023.

Fiscal Impact: The Supplemental Budget #2 results in a net increase in total appropriations of \$210,324, bringing total appropriations to \$147,059,611 and unappropriated ending fund balances of \$841 for a total amount of \$147,060,452. The main reason for increase of appropriations was receipt of the Opioids Settlement revenue, increase in TLT revenue, and additional donations received at the Library which were not anticipated. Many other appropriation categories increased or decreased but did not change the overall expenditure amount budgeted in the fund.

Strategic Assessment: The Supplemental Budget #2 allows for better transparency to the public and Council for truing up the budget to current spending throughout the fiscal year.

RESOLUTION NO. 2023-3899



A Resolution to approve the Supplemental Budget #2 for fiscal year 2022-2023 as described in Exhibit A.

Recitals:

1. The 2022-2023 Budget was adopted by Resolution 2022-3831 on June 6, 2022.
2. The 2022-2023 Supplemental Budget #1 was adopted by resolution on March 20, 2023.
3. Increase in appropriation resulted from receipt of the Opioids Settlement revenue, increase in TLT revenue, and additional donations received at the Library. Other appropriation categories increased or decreased but did not change the overall expenditures of the fund.
3. In accordance with Oregon Budget Law, notice of this Council public hearing was published in the Newberg Graphic on June 14th, 2023.

The City of Newberg Resolves as Follows:

1. The Council adopts the above recitals.
2. The Council adopts the Supplemental Budget #2 as reflected in the attached Exhibit A which is incorporated in full by this reference. The Council further authorizes the supplemental appropriations reflected in Exhibit A.

Effective Date of this resolution is the day after the adoption date, which is: June 21, 2023.
Adopted by the City Council of Newberg, Oregon, this 20th day of June, 2023

Sue Ryan, City Recorder

Attest by the Mayor this _____ day of _____, 2023.

Bill Rosacker, Mayor

**EXHIBIT A TO
RESOLUTION NO. 2023-3899**

City of Newberg
Supplemental Budget #2
Fiscal Year 2022-2023

SUMMARY OF PROPOSED BUDGET CHANGES					
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED					
FUND 01 - GENERAL FUND					
Resources		Increase	18,275,031	154,274	18,429,305
General Government		Increase	319,081	154,274	473,355
Revised Total Resources			18,429,305		
Revised Total Requirements			18,429,305		
Resources increased due to Opioids funds not originally recognized in the FY22-23 budget document. General Government expenditures increased because Council disbursed the Opioid funds to Newberg School District to be used for mental health and drug prevention.					
FUND 13 - 911 EMERGENCY					
Communications		Increase	446,292	50,000	496,292
Contingency		Decrease	139,555	(50,000)	89,555
Revised Total Requirements			585,847		
Increased Communications expenditures due to more experienced Dispatchers paid out of Fund 13 in the current fiscal year. Offset comes from Contingency funds.					
FUND 16 - PUBLIC SAFETY FEE					
Communications		Increase	273,360	20,000	293,360
Contingency		Decrease	93,623	(20,000)	73,623
Revised Total Requirements			809,393		
Increased Communications expenditures due to more experienced Dispatchers paid out of Fund 16 in the current fiscal year. Offset comes from Contingency funds.					
FUND 18 - STREET CAPITAL PROJECTS					
Capital Projects		Increase	4,640,193	1,000,000	5,640,193
Reserves for Payment in Lieu		Decrease	1,381,055	(1,000,000)	381,055
Revised Total Requirements			6,021,248		
Capital projects expenditures increased due to Elliott Rd and additional city-wide pavement preservation projects.					

FUND 19 - TRANSIENT LODGING TAX				
Resources	Increase	1,459,746	100,000	1,559,746
General Government	Increase	511,740	35,067	546,807
Transfers	Increase	947,109	64,933	1,012,042
Revised Total Resources		1,559,746		
Revised Total Requirements		1,559,746		
Resources increased due to tourism revenue increasing more than originally expected. General Government and Transfers also increase based on the TLT formula.				
FUND 22 - LIBRARY GIFT, MEMORIAL & GRANT				
Resources	Increase	59,463	29,000	88,463
Library	Increase	58,267	29,000	87,267
Revised Total Resources		88,463		
Revised Total Requirements		88,463		
Resources and Library increased due to more donation money received than originally anticipated.				
FUND 31 - ADMIN SUPPORT SERVICES				
City Manager's Office	Decrease	942,313	(100,000)	842,313
Legal	Increase	736,972	50,000	786,972
Public Works	Increase	839,804	50,000	889,804
Revised Total Requirements		6,673,246		
Increase in expenditures in our Legal department due to ongoing litigation issues. Increase in Public Works due to additional work for the City's HVAC system. The offset came from the City Manager's Office which had personnel vacancies throughout the year.				
FUND 99 - ARPA				
Police	Increase	-	58,700	58,700
Information Technology	Increase	-	131,794	131,794
Public Works	Increase	-	72,870	72,870
Economic Development	Decrease	3,663,267	(263,444)	3,399,823
Revised Total Requirements		3,963,267		
ARPA projects are an ongoing process and are reflected when they are paid and/or completed.				
Total Increase in appropriations for all funds: \$ 210,324				

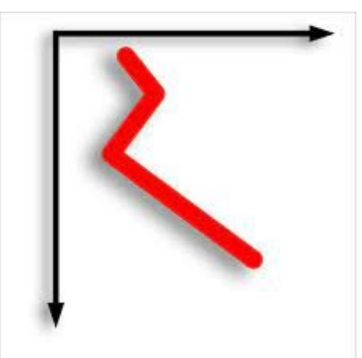
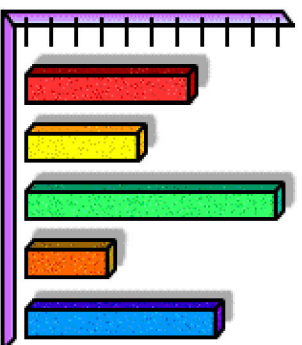
Reconciliation of 2022-23 Budget Changes		
Appropriations	Total Appropriations from original Adopted Budget (June 6, 2022)	\$ 129,496,992
	Changes in appropriations:	
	Supplemental Budget #1 (March 20, 2023)	17,352,295
	Supplemental Budget #2 (June 20, 2023)	210,324
	Total Appropriations including Supplemental Budgets	\$ 147,059,611
Total Unappropriated Ending Fund Balance		\$841
Adjusted Adopted Budget (Sum of Appropriations, UEFB, and Reserves)		\$147,060,452
Total Appropriated Budget from the Supplemental Budget #1		\$ 146,849,287
Plus: Increase in appropriations		210,324
Supplemental Budget #2		\$ 147,059,611
Revised Appropriated Budget		

Supplemental Budget



Summary of Changes

- Total adjustments \$210,324
- Total revenue/expenditures now totals \$147,059,611



General Fund (01)

Other Resources– *Increased \$154,274 from Adopted Budget*

- Due to Opioids Settlement revenue received

General Government– *Increased by \$154,274*

- Disbursing the Opioids Settlement revenue to Newberg School District for mental health and drug prevention

Admin Services Fund (31)

City Manager's Office Expenditures— *Decreased by \$100,000*

- Savings from HR Manager not hired in current FY.

City Attorney Expenditures— *Increased by \$50,000*

- Additional legal expense related to ongoing litigation

Public Works Expenditures— *Increased by \$50,000*

- Additional building repairs made to the HVAC

911 Emergency Fund (13)

Communication Expenditures – *Increased by \$50,000*

- In the current year budget, we have utilized these funds differently than previous years, to pay for more senior staff out of this fund

Contingency – *Decreased by \$50,000*

- Offset the increase in Communications expenditures

Public Safety Fee Fund (16)

Communications Expenditures– *Increased \$20,000 from Adopted Budget*

- In the current year budget, we have utilized these funds differently than previous years, to pay for more senior staff out of this fund.

Contingency – *Increased by \$20,000*

- Offset the increase to Communication expenditures.

Street Capital Projects Fund (18)

Capital Projects– *Increased by \$1,000,000*

- Increased expenditures related to Elliott Rd as well as city-wide pavement preservation.

Reserves for Payment In Lieu – *Decreased by \$1,000,000*

- Offset to increase in Capital Projects expenditures

Transient Lodging Tax Fund (19)

TLT Revenue– *Increased by \$100,000*

- TLT revenue has one quarter left to be received (4th quarter is always the largest) and to ensure our expenditures stay under budget we are increasing it by the anticipated amount.

General Government Expenditures– *Increased by \$35,067*

- Increase the tourism expenditures (Taste Newberg) for their portion of the split from the additional revenue anticipated

Transfers Out– *Increased by \$64,933*

- Our portion of the split for transfers to the General Fund

Library Gift and Memorial Fund (22)

Donations— *Increased* *\$29,000*

- Budgeted donations were originally at \$1,000 for the fiscal year and the Library has received over \$29,000 in donations.

Library — *Increased by* *\$29,000*

- Offset the increase in donations received.

ARPA Fund (99)

Police Expenditures– *Increased \$58,780 from Adopted Budget*

- Related to the bullet proof glass – final invoice was paid in this FY.

IT Expenditures– *Increased by \$131,794*

- Related to the IT servers – final invoice was paid this FY.

Public Works Expenditures– *Increased by \$72,870*

- Related to bluezone purchases – final invoice was paid in this FY

Economic Development Expenditures – *Decreased by \$263,444*

- Truing up projects that completed in the prior FY

QUESTIONS?



REQUEST FOR COUNCIL ACTION



Date Action Requested: June 20, 2023

Order ☐	Ordinance ☐	Resolution ☐	Motion ☐	Information ☒
Subject: Springbrook Master Plan Briefing				Staff: Doug Rux, Director Department: Community Development File No.
Work Session ☐ Business Session ☐				Order On Agenda:

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action:

Recommendation:

Information only.

Executive Summary:

At the request of Mayor Rosacker staff was asked to provide a briefing on the existing Springbrook Master Plan. The Springbrook Master Plan was adopted by Ordinance No. 2007-2678 on September 4, 2007. The City Council held a Special Meeting on the Springbrook Master Plan on August 27, 2007. Prior to the City Council Special Meeting and adoption of the ordinance the Planning Commission reviewed the application on July 10 and 12, 2007.

There were various aspects to the submitted Master Plan in 2007 which included:

- Development Agreement
- Springbrook Master Plan
- Comprehensive Plan Amendment to the “Springbrook District” section of the Newberg Comprehensive Plan
- Development Code Amendment to the “Springbrook District” section of the Development Code
- Comprehensive Plan Map Amendment to change the designation to “Springbrook District”.
- Zone Map Amendment to change the designation to “Springbrook District”.
- Preliminary Plat approval for a subdivision (94 tracts and 34 lots).
- Stream Corridor Impact Review.

The attached Power Point lays out the various elements of the adopted Springbrook Master Plan.

Fiscal Impact:

N/A

Council Goals:

N/A

Attachment: 1. Springbrook Master Plan Power Point

Springbrook Master Plan Briefing

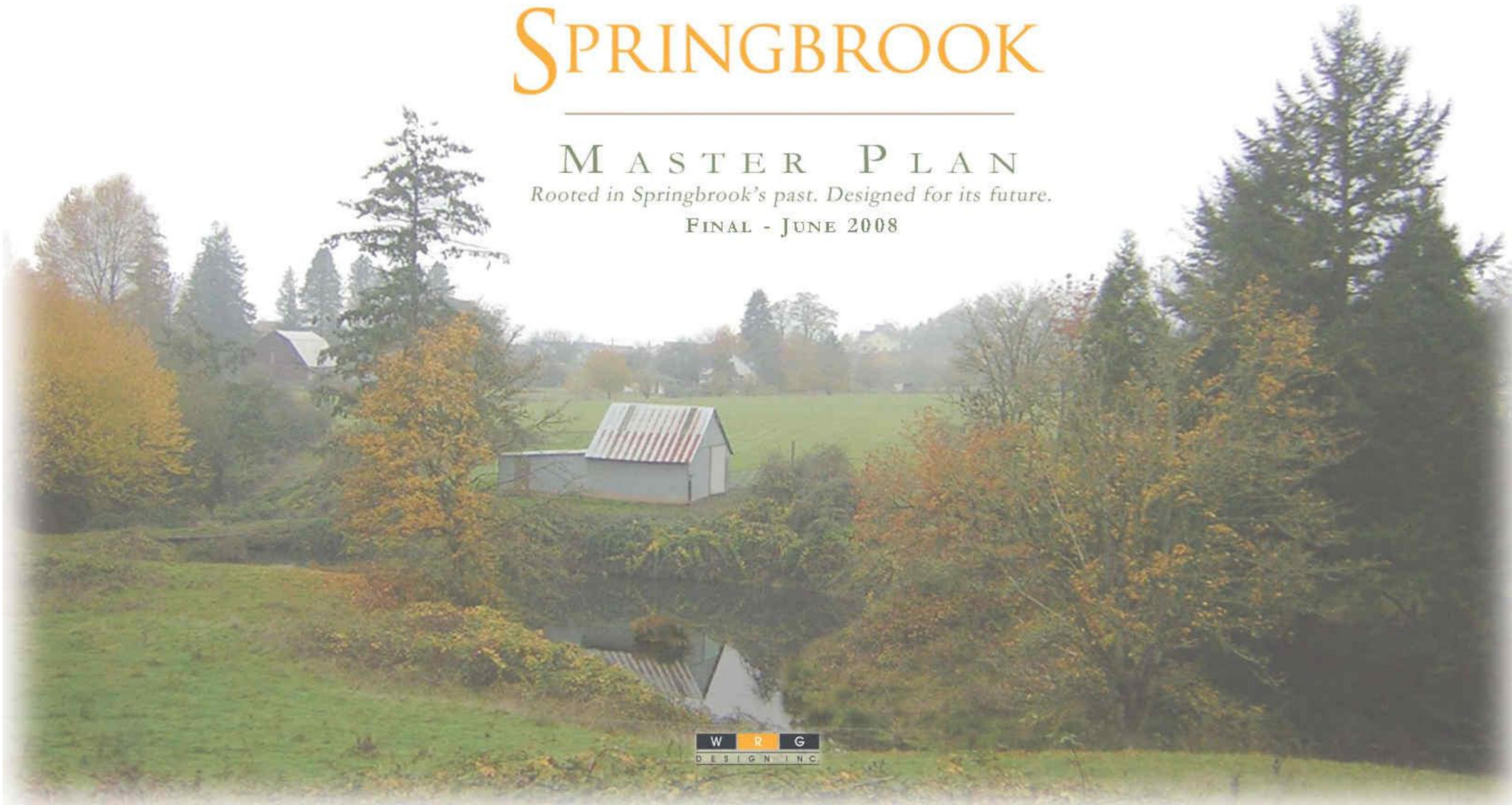
City Council
June 20, 2023

SPRINGBROOK

MASTER PLAN

Rooted in Springbrook's past. Designed for its future.

FINAL - JUNE 2008



INTRODUCTION

The Springbrook Master Plan is the result of many years of dreaming and studying the 450-acre Springbrook property, located in northern Newberg. This plan has been developed for Springbrook Properties, owned by Joan and Ken Austin, with members of the Austin family, a team of expert consultants and in close coordination with the City of Newberg and its citizens. The plan has been created in an effort to realize the personal vision of Joan Austin, and members of the Austin family, to revive the spirit of the historic Springbrook community and to create a special place within the City of Newberg.

PURPOSE



The Springbrook Master Plan is intended to provide the framework for future development to occur that is consistent with the *Proposed Conceptual Master Plan* (pg. 29) for the property. The Master Plan functions in concert with the Springbrook Development Agreement and the City of Newberg's Development Code, primarily the provisions set forth in Sections 151.25 through 151.30, Springbrook District which provides a "roadmap" for the land use processes and criteria applicable to future development of the site.

OVERVIEW

The Springbrook Master Plan has been designed to provide information regarding the property and the details of the proposed development plan for the site. This information encompasses background research of the existing site conditions including an investigation of existing utilities, infrastructure, land uses, natural resources and a survey of the property's legal boundaries and topography. A special effort has been made to research the historical significance of the site and reflect this history in the design and spirit of the development. The Springbrook Master Plan also presents the vision and goals for the property, as well as proposed land uses and detailed development plans for community theming features, parks and pedestrian systems, infrastructure improvements and utility system plans. Most of the details in the document are provided for information purposes only. They represent the vision and goals for the property, but many are conceptual at this time. The detailed requirements included in the *Development Standards Matrix* on pages 42-44 are the only binding requirements within this plan.

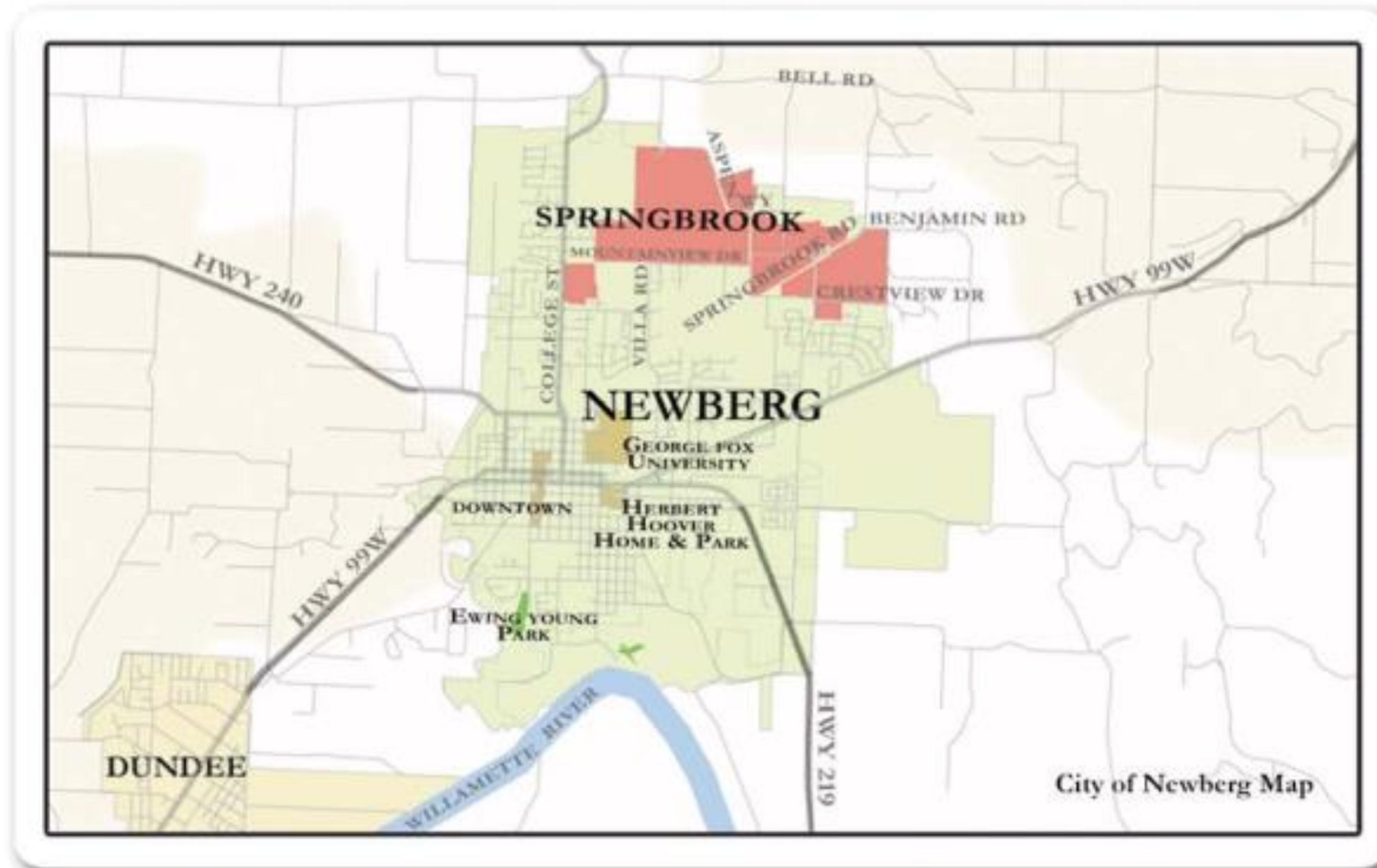
THE VISION

Joan Austin has been purchasing property in northern Newberg near the campus of A-dec – which she owns with her husband Ken Austin – for over 35 years. Over time, she began to see that this property presented an opportunity to build upon the assets of her beloved town of Newberg and create a special place within the community where people could live, work and play.

She imagined a luxury inn on the hillside looking down over a revived Springbrook village, in the historic Springbrook community location. The village could provide a vibrant focal point for people to gather, shop, dine, watch artists at work, attend a concert in a village green or stroll through a farmer's market. A renovated school building and a new church constructed in the spirit of the community's historic church would provide an important connection to the past while welcoming the future. Centered around the village, she envisioned a variety of well-designed neighborhoods, connected by walking and biking paths and neighborhood parks.

It is this vision that the family has and will continue to work tirelessly to fulfill. The Master Plan document is an important piece in their effort to turn their vision into reality.

LOCATION



TOPOGRAPHY

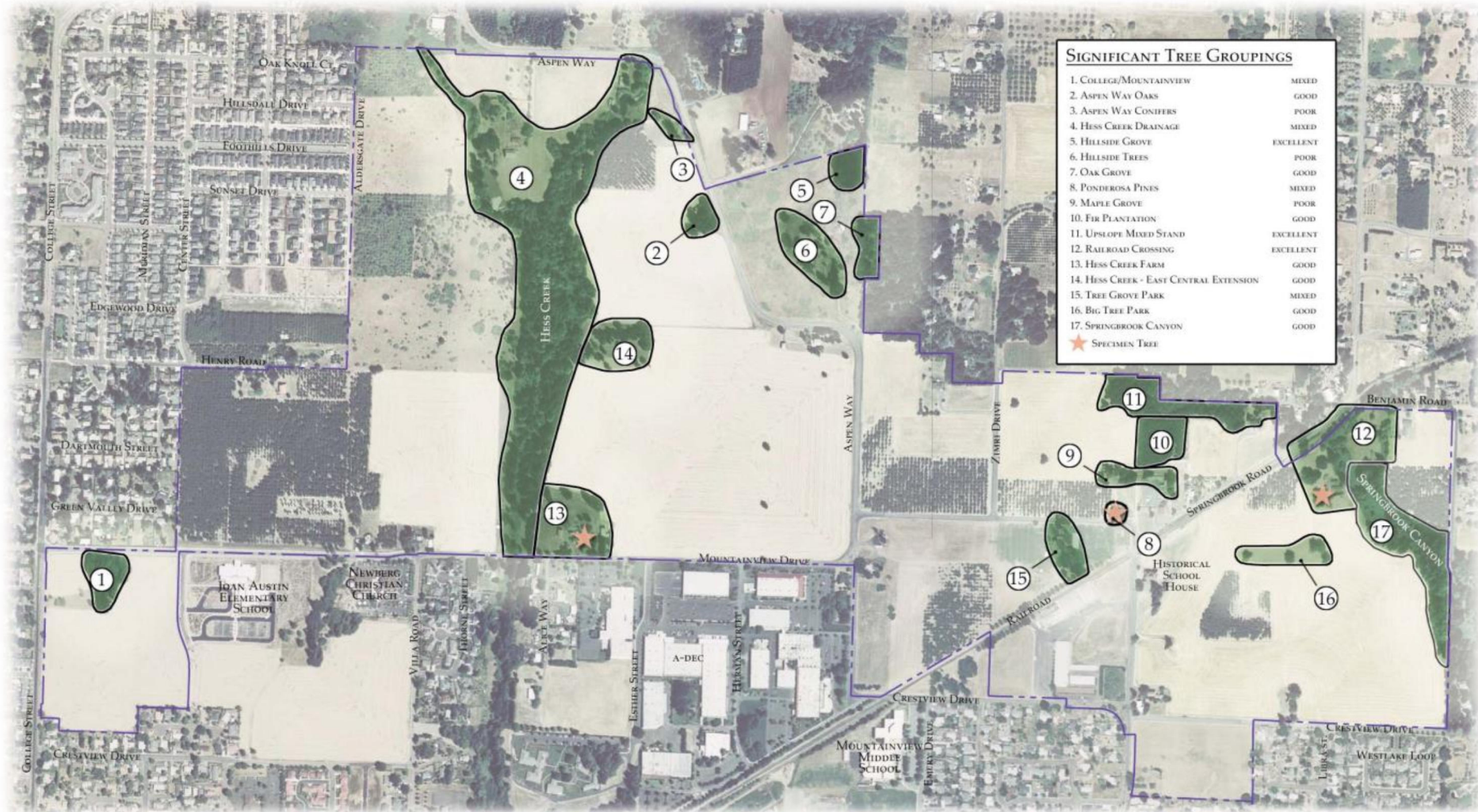


The property mostly contains relatively flat agricultural lands. However, steeper forested areas as well as steep slopes are associated with the two natural drainage corridors. The general topography of the area is characterized as sloping from high points in the north down to low points in the south. A high point of approximately 450 feet above mean sea level (msl) exists north of Aspen Way, nearly centered in the middle of the proposed development, and a low point of 180 feet above msl exists north of Mountainview Drive at Hess Creek. Aside from the two drainageways, there are two topographical features that are prominent on the landscape. There is a knoll in the northeast quadrant of the site located north of the railroad, west of Springbrook Road and East of Zimri Drive. This area rises from approximately 260 feet msl to a height of approximately 340 feet msl. The second feature is a ridge that rises from Hess Creek to the northeast beginning at an elevation of approximately 240 feet msl rising to approximately 450 feet msl.

EXISTING CONDITIONS



TREE RECONNAISSANCE MAP



GOALS & OBJECTIVES

- Revive Springbrook as a community gathering place
- Establish a village center as a focal point
- Respect Springbrook community history
- Preserve the historic Springbrook school building
- Reflect the connection to agriculture and wine country
- Create a strong neighborhood character
- Integrate project design with surrounding neighborhoods
- Preserve natural features and significant tree canopies
- Create multi-use trails for pedestrians and bicyclists
- Provide open space areas and community parks
- Create distinctive neighborhoods, offering a variety of housing types
- Encourage high quality architectural character
- Feature an inn, restaurant and spa
- Create employment opportunities

PARKS & OPEN SPACE



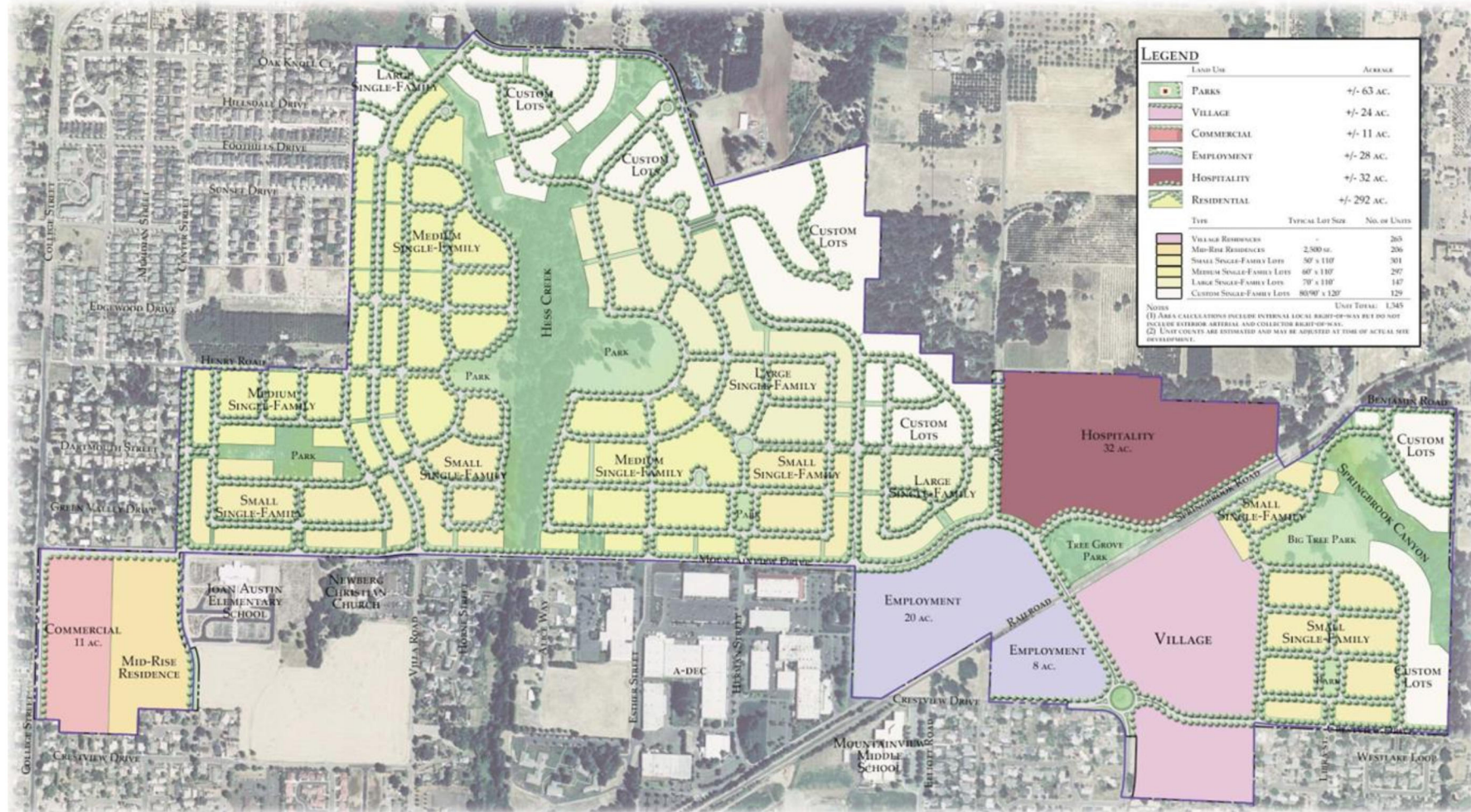
Almost 50-acres of active and passive use parks are provided throughout the property. These parks and open spaces have been designed around natural areas, significant trees or tree groves, or located in order to provide recreational opportunities in close proximity to neighborhoods. A network of pedestrian routes and trails connect neighborhoods and parks with the village center and other destination points within the site and on surrounding properties. The trails provided within the Hess Creek and Springbrook Canyon areas will contain a pervious material appropriate for this area. The remaining pedestrian network will be constructed of wide, hard-surfaced pathways flanked by landscaping and street trees.

VILLAGE CENTER

The design for the Village Center is schematic at this point in the development process. A detailed study of this area will be conducted which will result in a refined plan designed to create the vibrant gathering place envisioned by the Austin family. It will contain shops, restaurants, a village green for gathering and community events, and is anticipated to include the renovation of the existing school. The Village will be surrounded by higher density housing which will provide an intensity and vibrancy suitable for the community's core



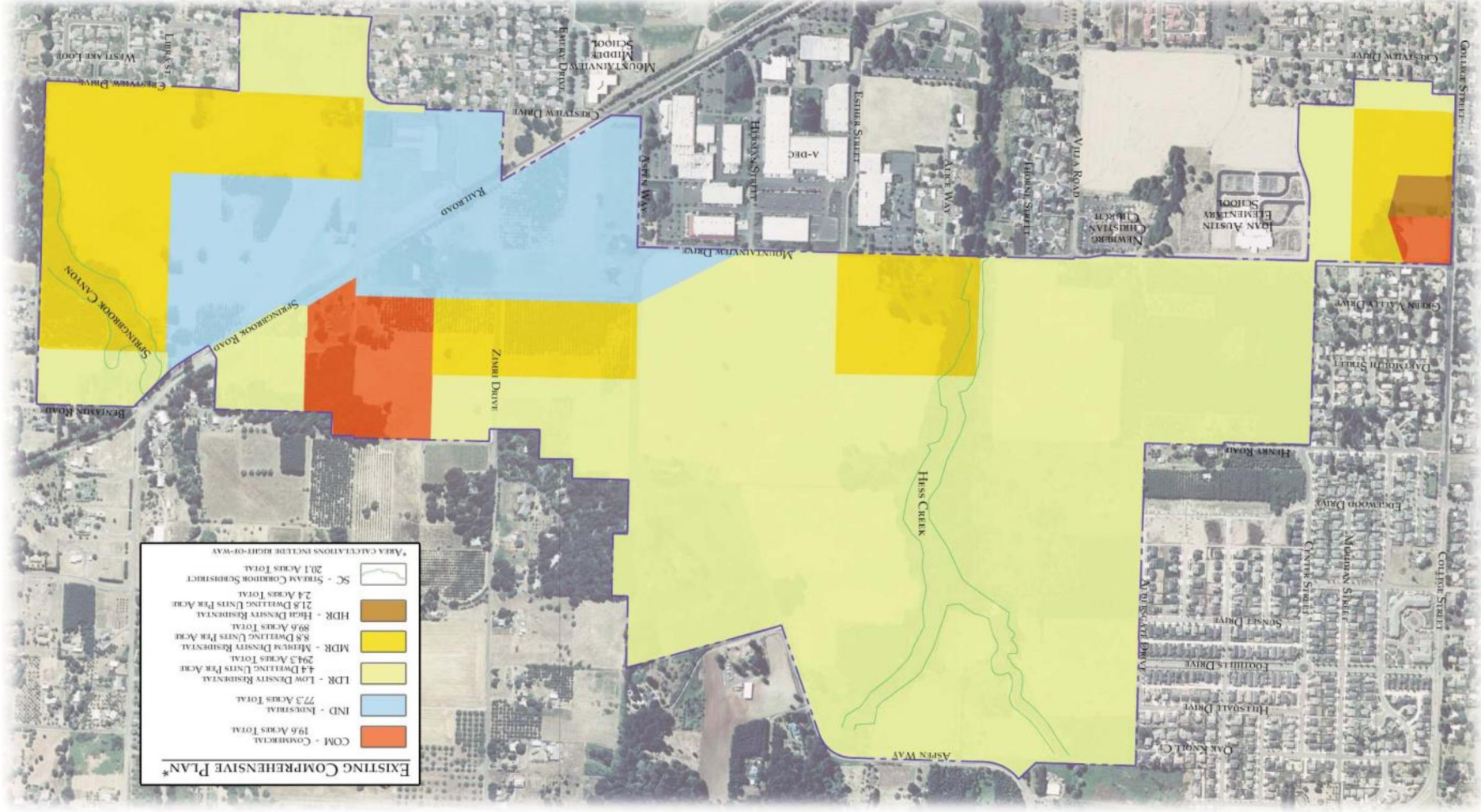
PROPOSED CONCEPTUAL MASTER PLAN



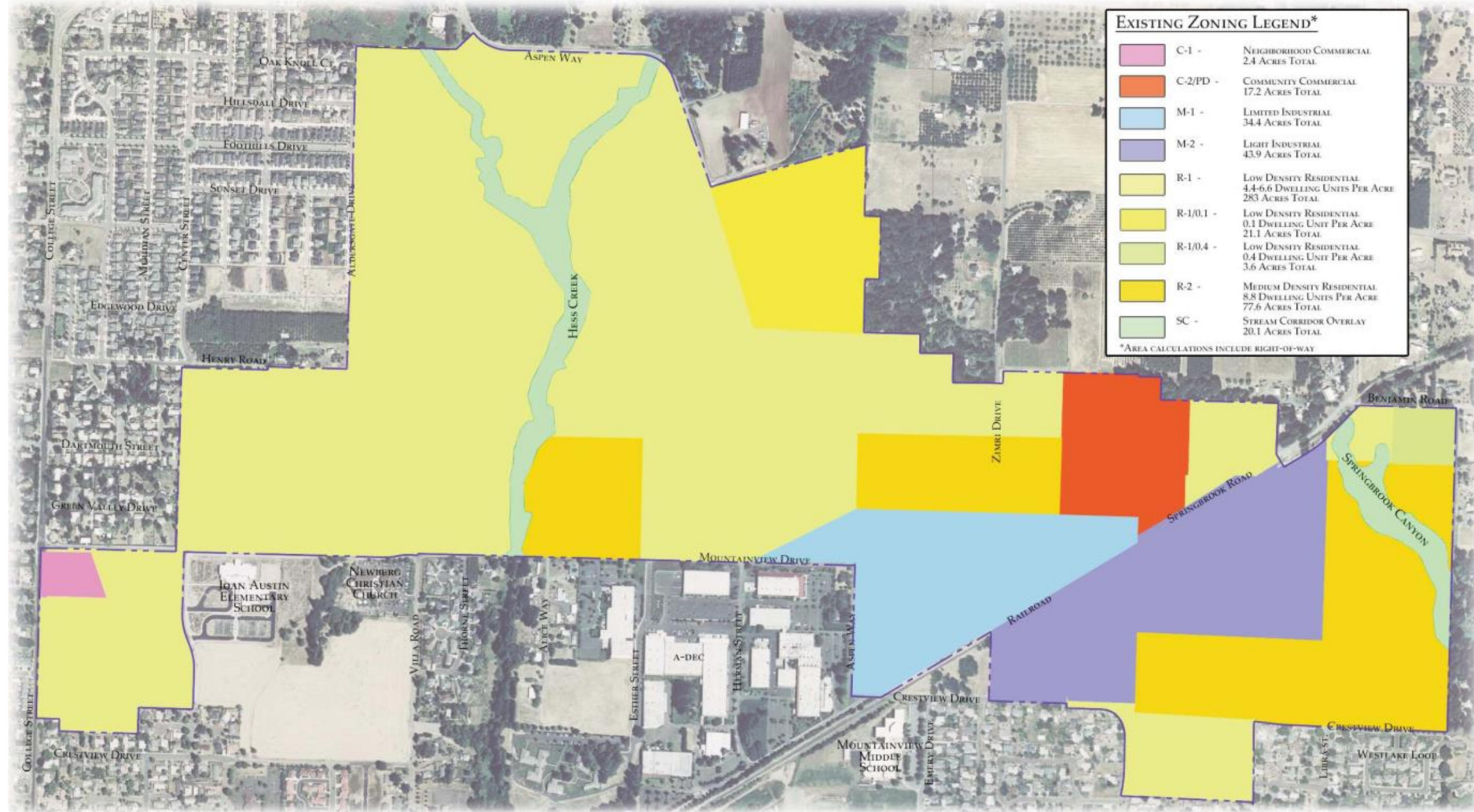
VILLAGE CENTER CONCEPT PLAN



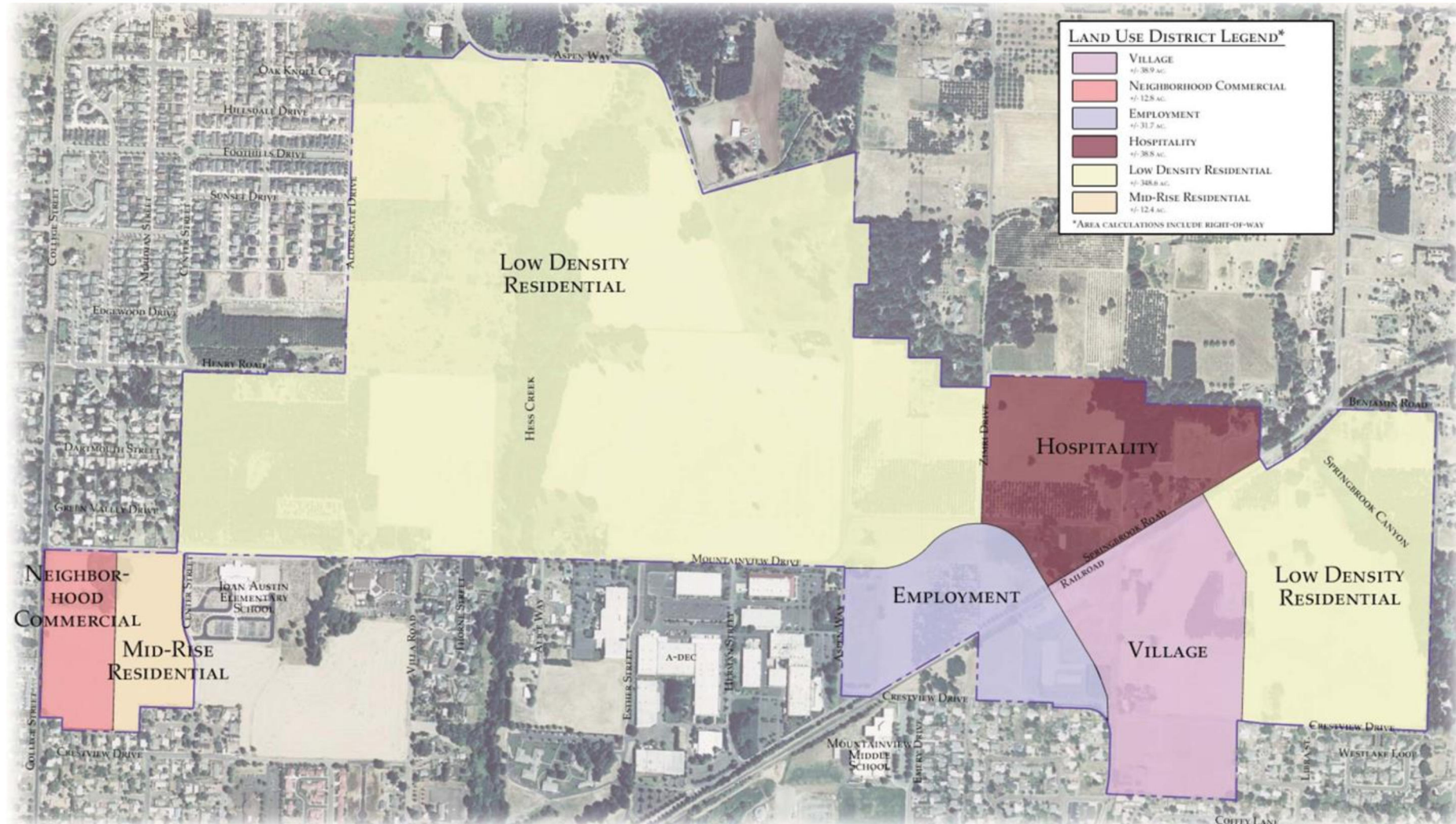
EXISTING COMP PLAN MAP



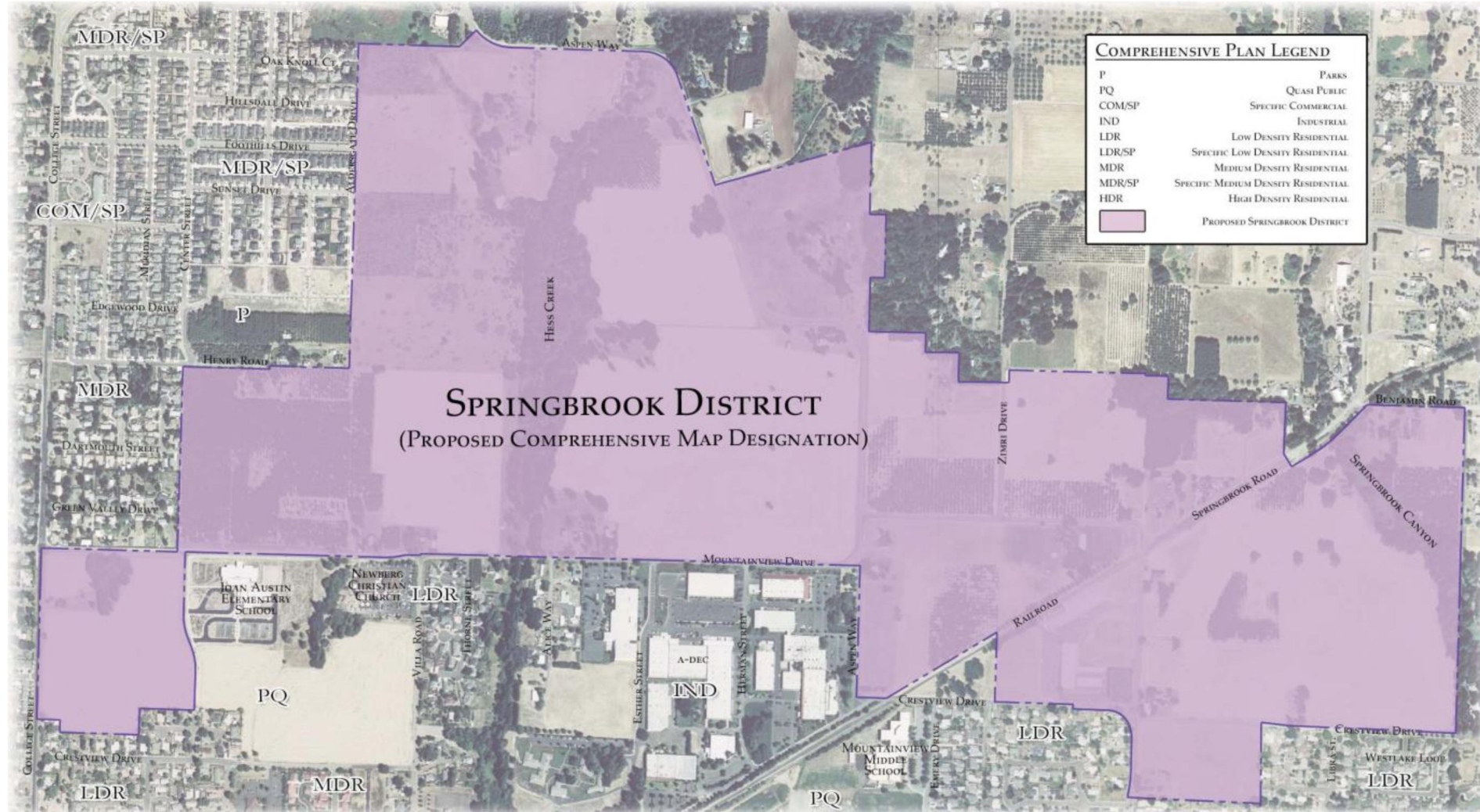
EXISTING ZONING



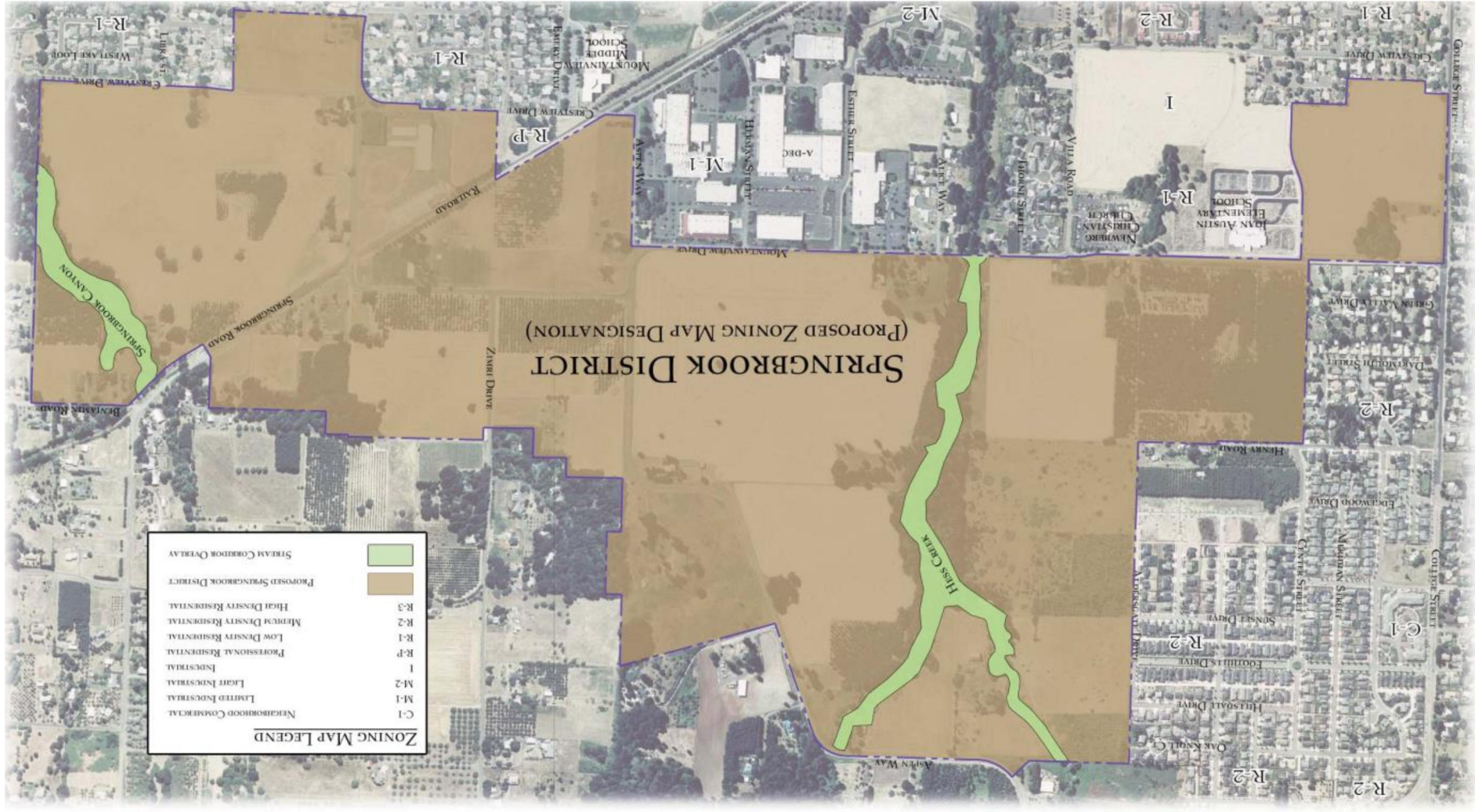
PROPOSED LAND USE DISTRICT MAP



COMP PLAN MAP



ZONING MAP



DEVELOPMENT STANDARDS MATRIX

DEVELOPMENT STANDARDS MATRIX						
DEVELOPMENT STANDARDS	LOW DENSITY RESIDENTIAL	MID-RISE RESIDENTIAL	NEIGHBORHOOD COMMERCIAL	EMPLOYMENT	VILLAGE	HOSPITALITY
ALLOWED USE*	❖ Detached Dwelling Units ❖ Manufactured Home ❖ Accessory Dwellings ❖ Home Occupations ❖ Passive or Active Use Parks ❖ Agriculture ❖ Civic Uses: - Post Office - Museum - Community Center - Library - School ❖ Day Care ❖ Group Care Facilities ❖ Church ❖ Transportation facilities and improvements and utility services ❖ Any other building or use determined to be similar to uses listed in this District	❖ Attached Dwelling Units ❖ Manufactured Home ❖ Detached Dwelling Units ❖ Multi-Family Units ❖ Home Occupations ❖ Passive or Active Use Parks ❖ Agriculture ❖ Civic Uses: - Post Office - Museum - Community Center - Library ❖ Day Care ❖ Group Care Facilities ❖ Church ❖ Transportation facilities and improvements and utility services ❖ Any other building or use determined to be similar to uses listed in this District	❖ Retail ❖ Restaurants ❖ Office ❖ Medical Clinics ❖ Financial Institutions ❖ Agriculture ❖ Civic Uses: - Post Office - Museum - Community Center - Library ❖ Day Care ❖ Group Care Facilities ❖ Transportation facilities and improvements and utility services ❖ Services for local residents, such as laundromat or barber ❖ Any other building or use determined to be similar to uses listed in this District	❖ Industrial Offices (knowledge-based industries where services are primarily provided outside the community) ❖ Light Industrial ❖ Supporting Retail (directly serving the employment district, such as a deli or printing service) ❖ Day Care ❖ Agriculture ❖ Transportation facilities and improvements and utility services ❖ Any other building or use determined to be similar to uses listed in this District	❖ Retail ❖ Restaurants ❖ Attached Dwelling Units ❖ Manufactured Home ❖ Multi-Family Units ❖ Home Occupations ❖ Church ❖ Artist Studios ❖ Passive or Active Use Parks ❖ Agriculture ❖ Civic Uses: - Train Depot - Community Center - Museum - Post Office - Library ❖ Day Care ❖ Group Care Facilities ❖ Financial Institutions ❖ Winery ❖ Medical Clinics ❖ Office ❖ Transportation facilities and improvements and utility services ❖ Any other building or use determined to be similar to uses listed in this District	❖ Hotel ❖ Restaurants ❖ Spa ❖ Meeting Facilities ❖ Detached Dwelling Units, limited to vacation or transitory use or units for employees or caretakers of other uses within the Village or Hospitality areas ❖ Manufactured Home ❖ Home Occupations ❖ Retail ❖ Museum ❖ Artist Studios ❖ Group Care Facilities ❖ Agricultural Production or Processing ❖ Passive or Active Use Parks ❖ Transportation facilities and improvements and utility services ❖ Any other building or use determined to be similar to uses listed in this District
PROHIBITED USE	Home Occupation Signs	Home Occupation signs	Drive throughs, outside storage; temporary storage allowed	Outside storage or processing of materials	Drive throughs, outside storage; temporary storage allowed	
NEWBERG ZONE DISTRICT MODELED AFTER **	R-1	R-2 and R-3	C-1	M-1, but office is not allowed	C-3	No comparison
BUILDING AND SITE STANDARDS						
BUILDING HEIGHT	R-1	35 feet	C-1	M-1	C-3	Five stories or 75 feet

Updates were Done for Middle Housing in 2022

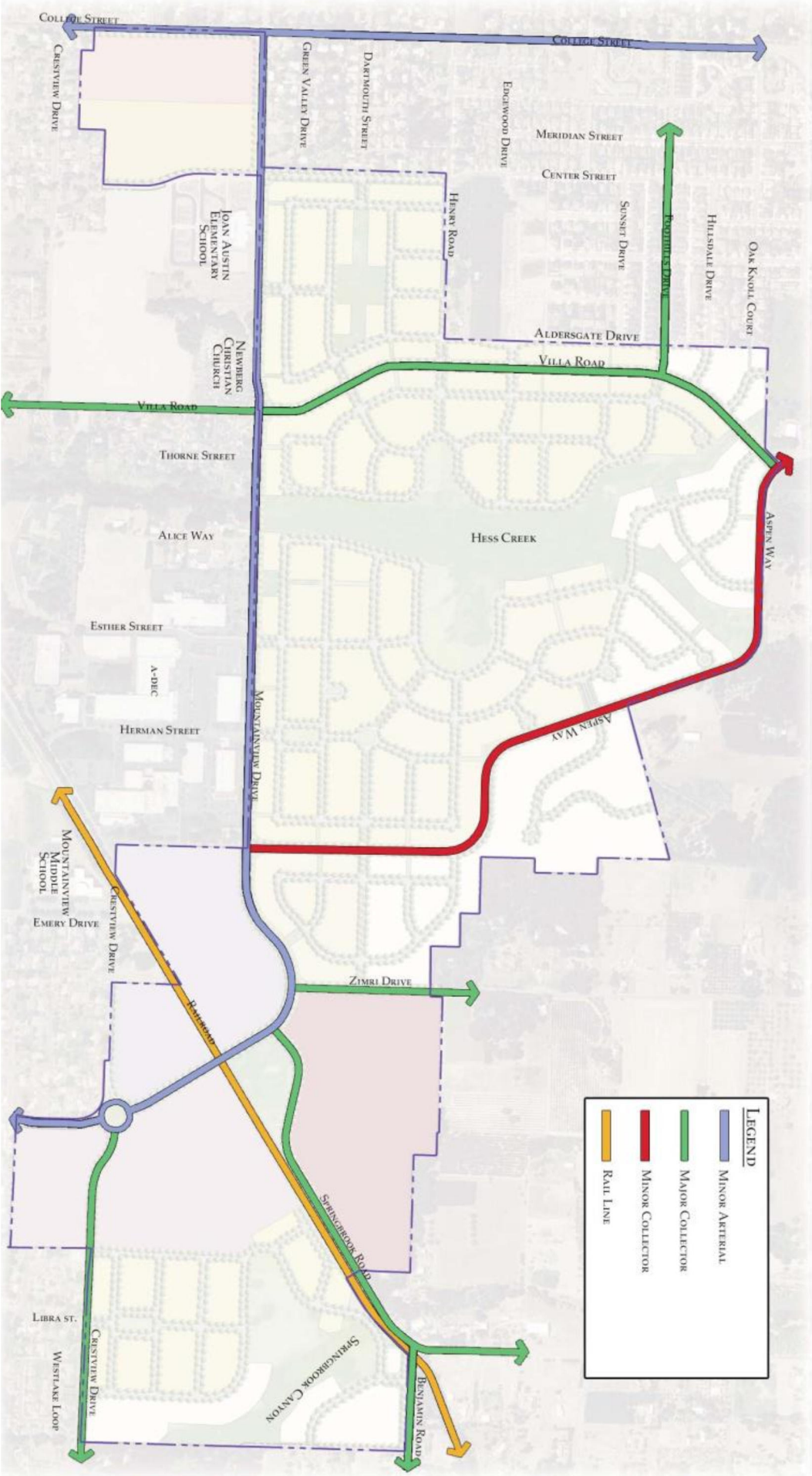
DEVELOPMENT STANDARDS MATRIX

DEVELOPMENT STANDARDS	LOW DENSITY RESIDENTIAL	MID-RISE RESIDENTIAL	NEIGHBORHOOD COMMERCIAL	EMPLOYMENT	VILLAGE	HOSPITALITY
LOT REQUIREMENTS						
FRONT YARD SETBACK	R-1	R-3	C-1	No minimum	No minimum setback. No maximum setback, if area between building and property line contains public space or landscaping	Minimum 20 feet or equal to height of building, if adjacent to residential uses
INTERIOR YARD SETBACKS	R-1	R-3	10 feet if abutting residential zones	M-1	C-3	Minimum 20 feet
SETBACKS AND YARD RESTRICTIONS AS TO SCHOOLS, CHURCHES, PUBLIC BUILDINGS					Does not apply	
MINIMUM LOT AREA	Minimum 5,000 square feet	Minimum 1,800 square feet	C-1	M-1	C-3 (Minimum 1,800 square feet)	Minimum 5,000 square feet
MINIMUM LOT DIMENSIONS	The standard City lot frontage requirement applies Minimum lot width shall be 40 feet	The standard City lot frontage requirement applies	The standard City lot frontage requirement applies	The standard City lot frontage requirement applies	The standard City lot frontage requirement applies	The standard City lot frontage requirement applies
LOT COVERAGE AND PARKING COVERAGE REQUIREMENTS	(1) Maximum Lot Coverage: 35% (2) Maximum Parking Lot Coverage: 30% (3) Maximum Combined Lot Parking Lot Coverage: 65%	(1) Maximum Lot Coverage: 80% if parking is located in an underground structure; otherwise 50% (2) Maximum Parking Lot Coverage: 30%, unless parking is located in an underground structure (3) Maximum Combined Lot Parking Lot Coverage: 75%	Does not apply	Does not apply	Does not apply	Does not apply

DEVELOPMENT STANDARDS MATRIX

DEVELOPMENT STANDARDS	LOW DENSITY RESIDENTIAL	MID-RISE RESIDENTIAL	NEIGHBORHOOD COMMERCIAL	EMPLOYMENT	VILLAGE	HOSPITALITY
ADDITIONAL DESIGN STANDARDS			Development shall meet the design standards of the C-2 zone, or alternate standards developed in a design standard accepted by the City specific for this area A minimum of 20,000 square feet of retail space shall be developed in this area			
LANDSCAPE AND OUTDOOR AREAS						
REQUIRED MINIMUM STANDARDS	Private area requirements based upon use of will apply Area requirements: Min. 15%	Private area requirements based upon use of will apply Area requirements: Min. 15%	Area requirements: Min. 15%	Area requirements: Min. 15%	C-3	Private area requirement based upon use will apply Area requirements: Min. 15%
SIGNS						
EXEMPTIONS	Landscape Monument Signs, as indicated on the <i>Gateway Features Plan</i> and <i>Gateway Features Concepts</i> are exempt from this standard	Landscape Monument Signs, as indicated on the <i>Gateway Features Plan</i> and <i>Gateway Features Concepts</i> are exempt from this standard	Landscape Monument Signs, as indicated on the <i>Gateway Features Plan</i> and <i>Gateway Features Concepts</i> are exempt from this standard	Landscape Monument Signs, as indicated on the <i>Gateway Features Plan</i> and <i>Gateway Features Concepts</i> are exempt from this standard	Landscape Monument Signs, as indicated on the <i>Gateway Features Plan</i> and <i>Gateway Features Concepts</i> are exempt from this standard	Landscape Monument Signs, as indicated on the <i>Gateway Features Plan</i> and <i>Gateway Features Concepts</i> are exempt from this standard
SIGN REQUIREMENTS	Assume R-1 zone for applying standards in these sections	Assume R-3 zone for applying standards in these sections	Assume C-1 zone for applying standards in these sections	Assume “Other Zone” or “All Zone” for applying standards in these sections	Assume C-3 zone for applying standards in these sections	Assume “Other Zone” or “All Zone” for applying standards in these sections
OFF STREET PARKING REQUIREMENTS						
REQUIRED OFF-STREET PARKING	R-1	“Other Zones”	C-1	“Other Zones”	Parking studies will be required to be submitted with each phase of development in the Village District in order to ensure the parking provided is sufficient for the proposed use or uses	“Other Zones”
PARKING SPACES REQUIRED	Requirements based on use apply	Requirements based on use apply	Requirements based on use apply	Requirements based on use apply	Requirements based on use apply	Requirements based on use apply
PARKING REQUIREMENTS FOR USES NOT SPECIFIED	Uses not listed in table determined through Type I procedure	Uses not listed in table determined through Type I procedure	Uses not listed in table determined through Type I procedure	Uses not listed in table determined through Type I procedure	Uses not listed in table determined through Type I procedure	Uses not listed in table determined through Type I procedure

TRANSPORTATION

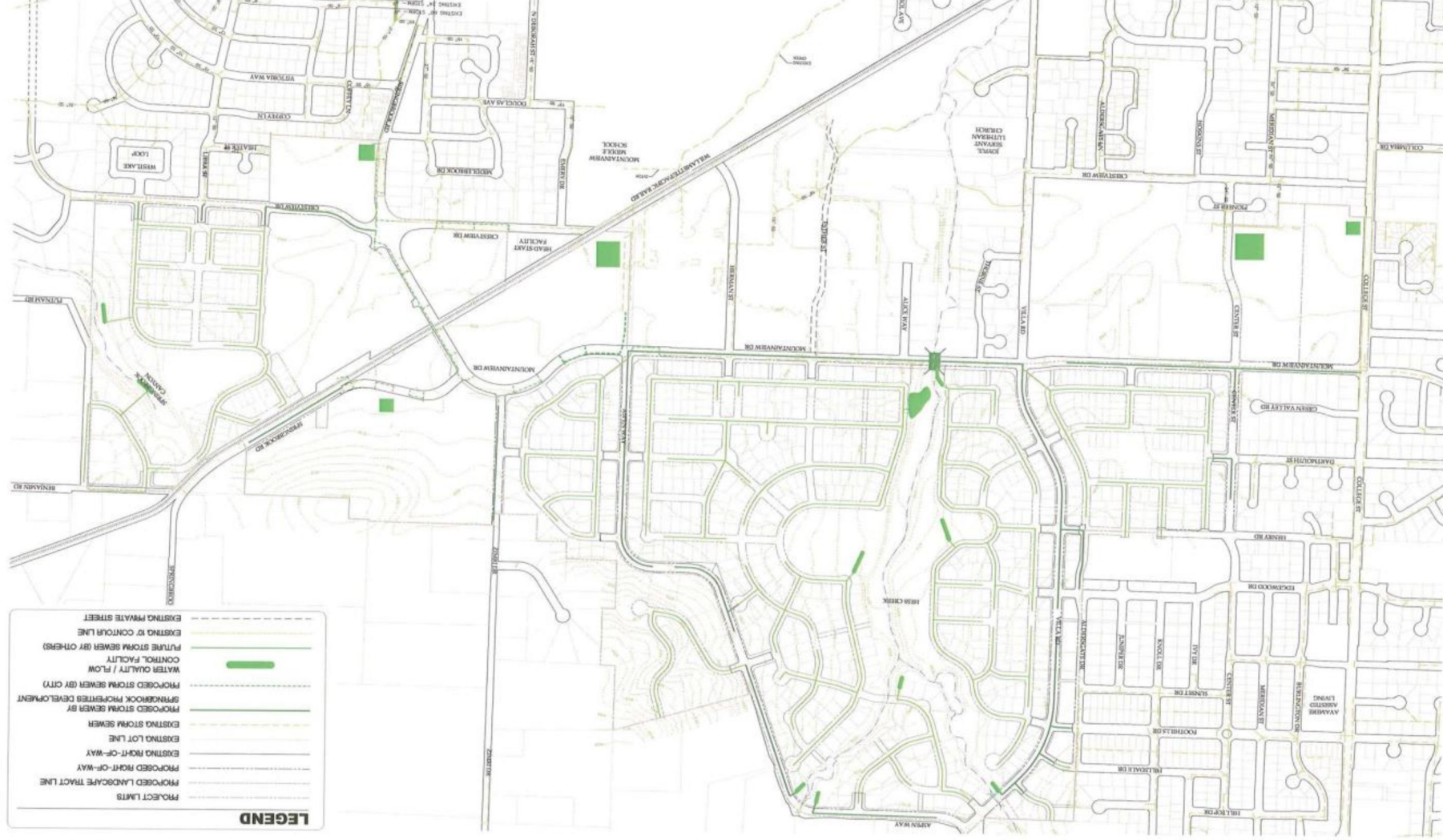


WATER SYSTEM

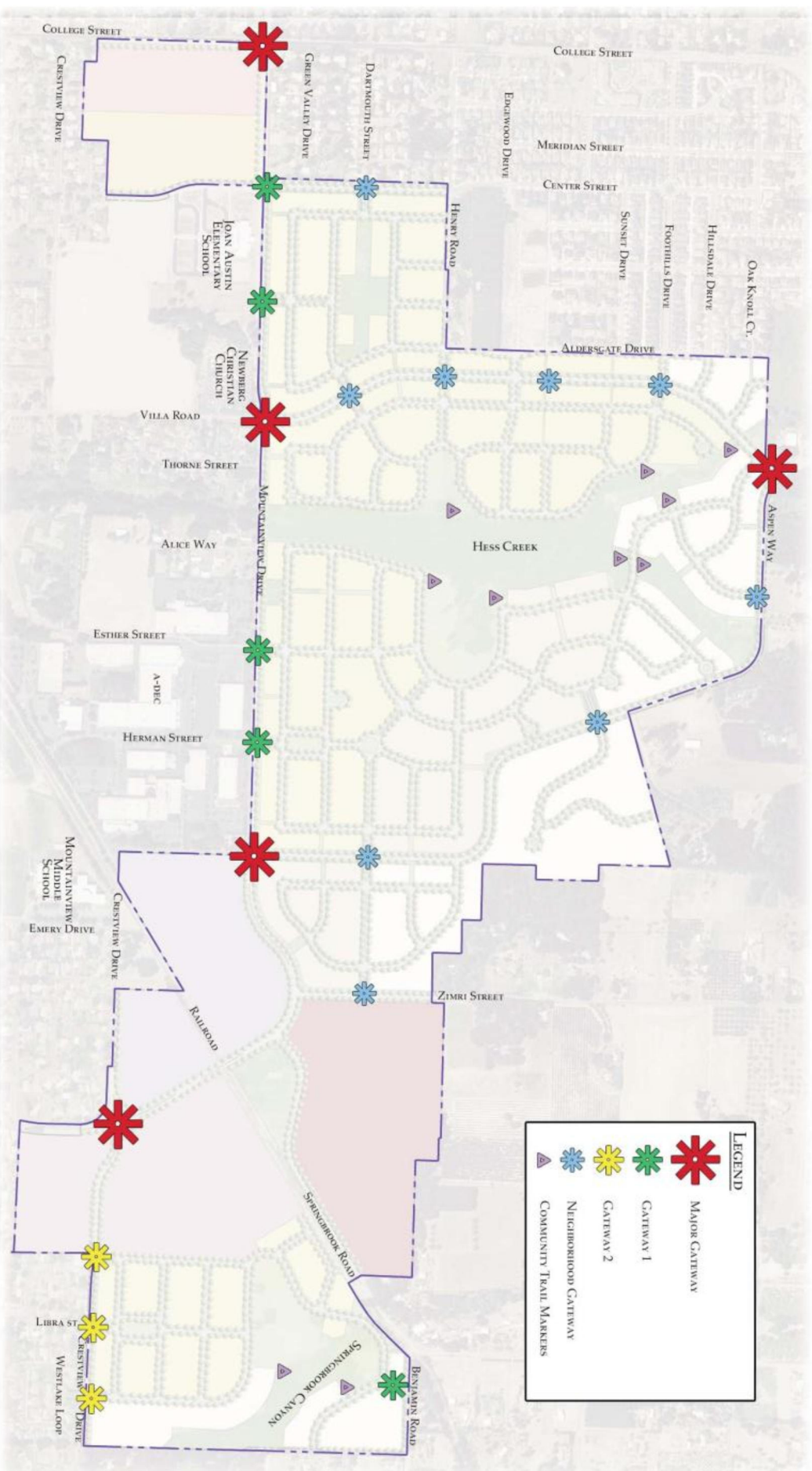




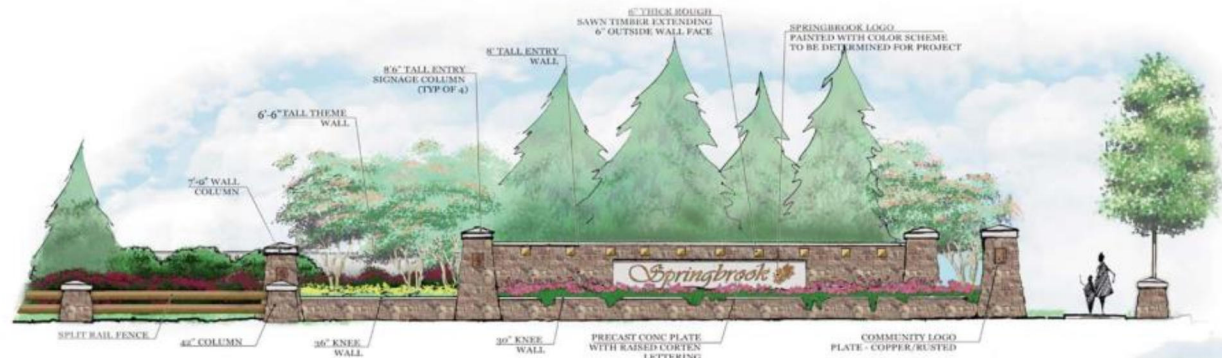
STORM SYSTEM



GATEWAY FEATURES



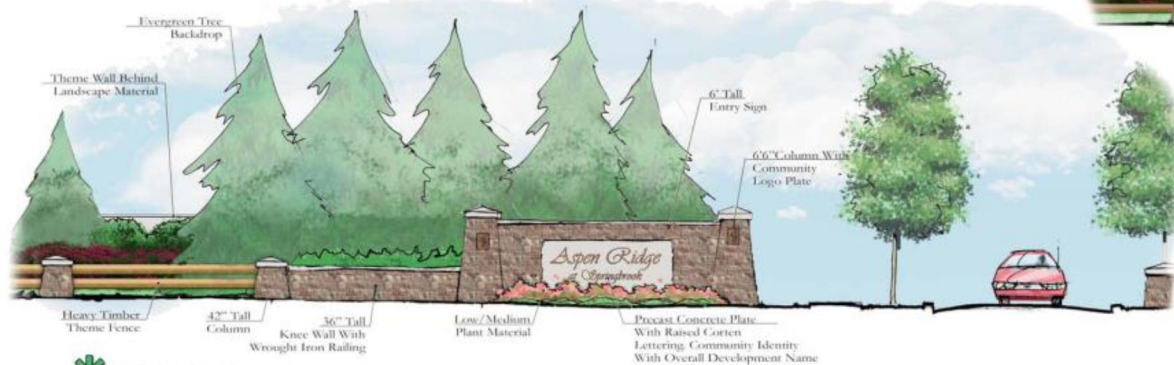
GATEWAY FEATURES - CONCEPT



 Major Gateway

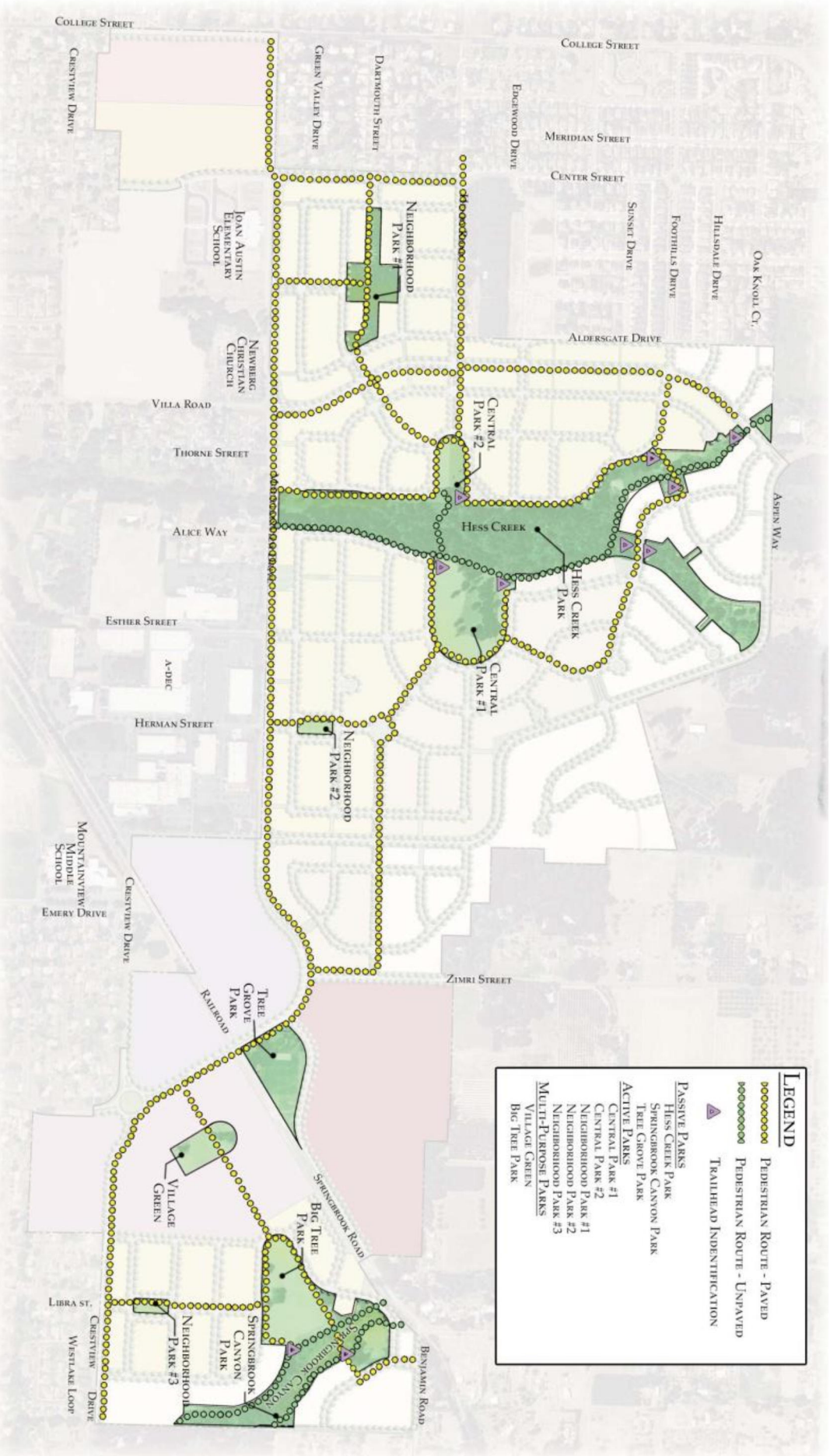


 Gateway 2



 Gateway 1

PARKS & PEDESTRIAN CIRCULATION



DEVELOPMENT AGREEMENT

- Was good for a 15-year period
- Modifications/Updates were done in July 2018
- Agreement expired January 2023

QUESTIONS?

- <https://www.newbergoregon.gov/sites/default/files/fileattachments/planning/page/3133/springbrook20master20plan.pdf>

REQUEST FOR COUNCIL ACTION



Date Action Requested: June 20, 2023

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐

No. 2023-3901

Subject: A Resolution awarding 21-22 Affordable Housing Trust Funds for Time Sensitive Grant to North Valley Friends Church - Peace Trail Village of \$16,755; and a Rehabilitation Loan to Scott & Melissa Bontrager – Meridian Duplex Driveway Replacement of \$10,000

Staff: Doug Rux, Director
Department: Community Development
File No. GRNT23-0001

Business Session

Order On Agenda: New Business

Hearing Type:

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action:

Recommendation:

Adopt Resolution No. 2023-3901

Executive Summary:

Award of Affordable Housing Trust Funds in the amount of \$16,755 from the Time Sensitive Grant to North Valley Friends Church – Peace Trail Village, and a \$10,000 Rehabilitation Loan to Scott & Melissa Bontrager – Meridian Duplex Driveway Replacement.

Background:

The Newberg Affordable Housing Trust Fund (NAHTF) is a financial resource intended to support the development, preservation, and rehabilitation of affordable housing that is affordable to the citizens of Newberg. The primary purpose of the NAHTF is to encourage the development, preservation, and rehabilitation of housing for homeownership or rent, at a cost that will enable very low, low-and-moderate income families to afford quality housing while paying no more than thirty percent of gross household income on housing. To promote the rehabilitation, preservation and production of quality, well-designed rental and ownership housing, the NAHTF will award funds to community development partners that are furthering the NAHTF mission. It is expected that the local contributions made through Newberg's Affordable Housing Trust Fund will maximize the leveraging of state and federal funds, as well as encourage private sector investment in affordable housing.

The City of Newberg defines affordable housing as residential housing primarily for households or persons earning less than 80% of the Median Family Income (MFI) and where housing and/or rental costs

do not constitute more than 30% of a household's income. For 2022, the Median Family Income (for a family of 4) in the City of Newberg is \$106,500.

Available 21-22 Funding:

- Competitive Loan Program: At least \$21,537 is available for this program. This program provides loans for projects that create, acquire, or retain affordable housing in the city.
- Rehabilitation Loan Program: Up to \$10,768 is available for this program. This program provides loans to landlords so they can rehabilitate dwellings and make them safe and decent for rental to low or very low income families. Loans are available in amounts ranging between \$2,000 and \$5,000, and may be increased up to \$10,768 if recommended by the Newberg Affordable Housing Commission (NAHC) and approved by the City Council. The standard loan term is five years. The standard interest rate is 2% below the prime rate. Applicants seeking funding assistance must be willing to enter into a contractual agreement with the city to ensure the future affordability of the project units for a specific period of time. Applications will be accepted at any time during the fiscal year.
- Time Sensitive Loan Program: Up to \$10,768 is available for this program. This program offers loans for projects that create, acquire, or retain affordable housing in the community that have particular needs that are opportunity driven and time sensitive. The standard loan term is two years. The standard interest rate is 2% below the prime rate. Security shall be demonstrated based upon 80% loan to value ratio based on the most current County Assessor records. These funds are available on a first come/first served basis, subject to approval.
- The Time Sensitive Grant Program: Up to \$17,947.75 is available for this program. This program offers grants for projects that create, acquire, or retain affordable housing in the community that have particular needs that are opportunity driven and time sensitive. These funds are available on a first come/first served basis, subject to approval.

Submitted Applications:

Notice went out about the 2021-2022 Affordable Housing Trust Fund Availability in September 2022. The application period closed on September 30, 2022, and two applications were submitted.

1. Project: Peace Trail Village (Attachment 1)
Applicant: North Valley Friends Church
Funding Request: \$10,000 – \$50,000
Form of Funding Requested: Time Sensitive Grant
Project Description: A cottage cluster of 8 dwelling units intended to be used as transitional housing with wrap-around services provided to the residents.
Supplemental material per AHC request.

2. Project: Meridian Duplex Driveway Replacement (Attachment 2)
Applicant: Scott and Melissa Bontrager
Funding Request: \$10,000
Form of Funding Requested: Time Sensitive Grant
Project Description: Driveway replacement for an existing duplex.

Review and Discussion:

The Affordable Housing Commission reviewed and discussed the submitted applications. Score sheets are included as Attachments 3 and 4. With the limited funding, \$17,947, for the Time Sensitive Grant program the Commission chose to move the Bontrager request into the Rehabilitation Loan program category. It was discussed that the Loan program review and paperwork is conducted by the Mid-Willamette Valley Council of Governments and there are additional costs for application fees and underwriting. The Bontrager's noted this might not make financial sense for them and would have to further consider this approach. Staff conferred with the City Finance Department and it was indicated that they could prepare loan documents to reduce expenses to the Bontrager's.

AFFORDABLE HOUSING COMMISSION RECOMMENDATION

The Affordable Housing Commission recommended on April 25, 2023 that:

1. North Valley Friends Church - Peace Trail Village project be awarded \$16,755 from the Time Sensitive Grant program with a provision that the funds are not to be disbursed until 75% of needed project funding and in-kind are secured.
2. Scott & Melissa Bontrager – Meridian Duplex Driveway Replacement be awarded a Rehabilitation Loan of up to \$10,000 with the provision that affordability income for tenants be reported for 80% or less of Area Median Income for three (3) years.

Fiscal Impact:

Funds are budgeted in Fund 14 Economic Development Fund 14-9130-603000 in the amount of \$16,755 for FY 22/23 for the Housing Trust Fund Grants. For FY 23/24 the funding amount available is \$14,838.

Funds are budgeted in Fund 14 Economic Development Fund 14-9130-602000 in the amount of \$40,212 for FY 22/23 for Housing Authority Loans. For FY 23/24 the funding amount available is \$35,613.

Council Goals:

N/A

Attachments: 1. Peace Trail Village
2. Meridian Duplex
3.

RESOLUTION No. 2023-3901

A Resolution awarding 21-22 Affordable Housing Trust Funds for Time Sensitive Grant to North Valley Friends Church - Peace Trail Village of \$16,755; and a Rehabilitation Loan to Scott & Melissa Bontrager – Meridian Duplex Driveway Replacement of \$10,000

Recitals:

1. The City of Newberg published a Notice of Funding Availability (NOFA) that closed on September 30, 2022. Two applications were submitted for the FY 2021-2022 Time Sensitive Grant Program.
2. North Valley Friends Church – Peace Trail Village project request for \$10,000 - \$50,000, and Scott & Melissa Bontrager – Meridian Duplex Driveway Replacement in the amount of \$10,000.
3. On April 25, 2023 the Newberg Affordable Housing Commission reviewed and scored the applications against the applicable criteria and recommended approval by a vote of 4-0 of a grant for \$16,755 to North Valley Friends Church - Peace Trail Village project with a provision that the funds not be disbursed until 75% of needed project funding and in-kind are secured. A Rehabilitation Loan, rather than a Time Sensitive Grant, to Scott & Melissa Bontrager – Meridian Duplex Driveway Replacement of up to \$10,000 with the provision that affordability income for tenants be reported for 80% or less of Area Median Income for three (3) years.

The City of Newberg Resolves as Follows:

1. North Valley Friends Church - Peace Trail Village project is awarded \$16,755 from the Time Sensitive Grant program with a provision that the funds are not to be disbursed until 75% of needed funding and in-kind are secured.
2. Scott & Melissa Bontrager – Meridian Duplex Driveway Replacement is awarded a Rehabilitation Loan of up to \$10,000 with the provision that affordability income for tenants be reported for 80% or less of Area Median Income for three (3) years.
4. The City Manager, in consultation with the City Attorney, shall finalize the City of Newberg Affordable Housing Trust Fund Time Sensitive Grant Contract and the City Manager is authorized to sign the contract between the City of Newberg and North Valley Friends Church.
5. A loan contract will need to be entered into between the City of Newberg and Scott & Melissa Bontrager which will be coordinated with the Mid-Willamette Valley Council of Governments with the applicable application and loan underwriting fees paid by the Bontrager's.

6. The City Manager, in consultation with the City Attorney, shall finalize the City of Newberg Affordable Housing Trust Fund Rehabilitation Loan Contract and the City Manager is authorized to sign the contract between the City of Newberg and Scott & Melissa Bontrager.

Effective Date of this resolution is the day after the adoption date, which is: June 21, 2023.

Adopted by the City Council of Newberg, Oregon, this 20th day of June, 2023

Sue Ryan, City Recorder

Attest by the Mayor this 22nd day of June, 2023.

Bill Rosacker, Mayor

Newberg Affordable Housing Trust Fund Funding Request Application

FY 2021-22 Competitive Awards Loan Program

NOTE: The first round of applications are due September 30, 2022 at 4:30 p.m.

Applications are to be submitted to Mary Heberling-Creighton, Housing Planner by email at mary.heberlingcreighton@newbergoregon.gov or by postal mail via City of Newberg, PO Box 970, Newberg, Oregon, 97132 or by hand delivery to City Hall, 414 E First Street.

CONTACT INFORMATION:

Project Name: Peace Trail Village	
Organization Name: North Valley Friends Church	☐ For-profit ☒ Non-profit
Contact Name/Title: Leslie Murray, Lead Pastor	
Mailing Address: 4020 N. College, Newberg	State/Zip: OR 97132
Phone: 5035385340	Email: Leslie@northvalleyfriends.org

PROJECT INFORMATION:

Total project cost: 800K-1M
Requested amount of funding: 10k-50k <i>Please specify the amount of loans being requested</i>
Amount and description of matching funds being contributed to the project: We have ARPA funds of 400K assigned to this project and two other grants/gifts totaling 20K. NVFC has 50K of its own funds to contribute as well.

Project Partners and their Contributions to the Project:

Providence BOB program contributes wrap around services. When we are at the building phase Homebuilders Association with partner with us. Local churches are also looking at ways to partner - specifically United Methodist church, Northside Community Church, Newberg 1st Presbyterian and Wayside Friends Church.

Estimated project beginning date: Summer 2022

Completion date: December 2024

COMMUNITY DEVELOPMENT
PLANNING DIVISION
(503) 537-1240
planning@newbergoregon.gov

Please briefly describe the affordable housing problem this project is trying to solve and how it helps in solving that challenge:

NVFC Peace Trail Village will provide 8 cottage clusters to folks that are vetted and deemed a good fit for transitional housing. The intent of the program is to be the middle step between sleeping in your car and finding permanent housing. The Providence BOB worker will assist with skill development, applying for housing/section 8 and other needs each guest has. Currently we are also looking into the possibility of installing solar panels to power the village, thus lower utility costs for power. Right now the fee structure for guests is sliding, based on their employment. Rent is anywhere from 0-\$300/month, well below 30% median family income. Right now there is nothing of this kind anywhere in Yamhill county. We are trying to learn from other cities that have done this work - particularly St. Johns Village in Portland and SquareOne Villages in Eugene.

Please attach additional information that describes how this project will address the Competitive Awards Selection Criteria described in “Attachment A” of this form, including additional documentation/evidence as needed.

☒ Information that addresses Competative Selection Criteria, attached (please select)

Briefly describe what is attached:

See attached.

ATTACHMENT A

Newberg Affordable Housing Trust Fund FY 2021-22 Competitive Awards Program Selection Criteria

Minimum Threshold Criteria	Potential Points
1. The project is considered an eligible use or activity under Section 3, and benefits households earning less than 80% of the median family income (threshold verification)*.	NA
2. If the project is related to the provision of technical assistance to affordable housing providers, the use of Newberg Affordable Housing Trust Funds functions to increase the capacity of the organization to specifically address the mission of the NAHTF (threshold verification).	NA
3. The project is ready for implementation.	NA
4. If the project includes the acquisition of property, the identified property is currently available for acquisition and the applicant has secured either a purchase option or letter of interest from the seller. If the applicant is also applying for federal funding (i.e. Community Development Block Grants or HOME) they should carefully review procurement requirements and limitations before obtaining a purchase option.	NA
5. That relocation of existing residents will be minimized, and when necessary, the applicant has included accurate relocation assistance costs as part of the project pro forma.	NA
6. The proposal demonstrates that the Newberg Affordable Housing Trust Funds are the most appropriate funding source for the project.	NA
Scored Application Criteria	
7. The project provides new affordable housing, or new affordability, through retention or rehabilitation of existing housing, within the city.	Up to 10 points
8. The project retains the affordable housing units as affordable. The longer period of time the units remain affordable, the higher ranking the project shall be given.	Up to 15 points
9. The project provides deeply affordable housing for households earning less than 30% of the median family income.	Up to 5 points
10. The project addresses energy conservation through the integration of green building technologies in new construction, or achieves greater energy efficiency and cost savings to tenants through rehabilitation of existing housing.	Up to 5 points
11. The project maximizes partnerships in the community (volunteers, in-kind contributions, cash contributions, multiple organization involved, etc.) and demonstrates alliance building that directly benefits community members in need, such as helping build household wealth.	Up to 5 points
12. The project utilizes already existing resources in effective and innovative ways. The project shall not duplicate services provided by another organization.	Up to 10 points
13. The agency submitting the proposal has the capacity to carry out the project and has had demonstrated successes completing projects of similar scope. Higher points to projects that demonstrate engagement and contracting with D/M/W/ESB/SDVBE businesses in the last 10+ years.	Up to 10 points
14. The budget and timeline are thorough and realistic (evidence of construction and/ or service costs required with application).	Up to 10 points
Total Potential Points	70

***FOR 2022, the Median Family Income for the City of Newberg was \$106,500.**

DEFINITIONS:

“D/M/W/ESB/SDVBE” means a business that is Disadvantaged, Minority-Owned, Women-Owned, Emerging Small Businesses, and/or Service Disabled Veterans Business Enterprises.

“Gross Income” (GI) is income before taxes for all members of one family in the previous twelve months. Income can be derived from salaries, investments, self-employment, farming, and other sources. Assets such as a house or a farm are not income. For people who have wages, gross income means the figure that they would have received in their paychecks if there were no taxes. Gross income before taxes when applied to farm income means the figure that results when farm expenses are subtracted from farm sales. Gross income also includes unemployment and disability compensation, worker's compensation and severance pay; and welfare assistance payments.

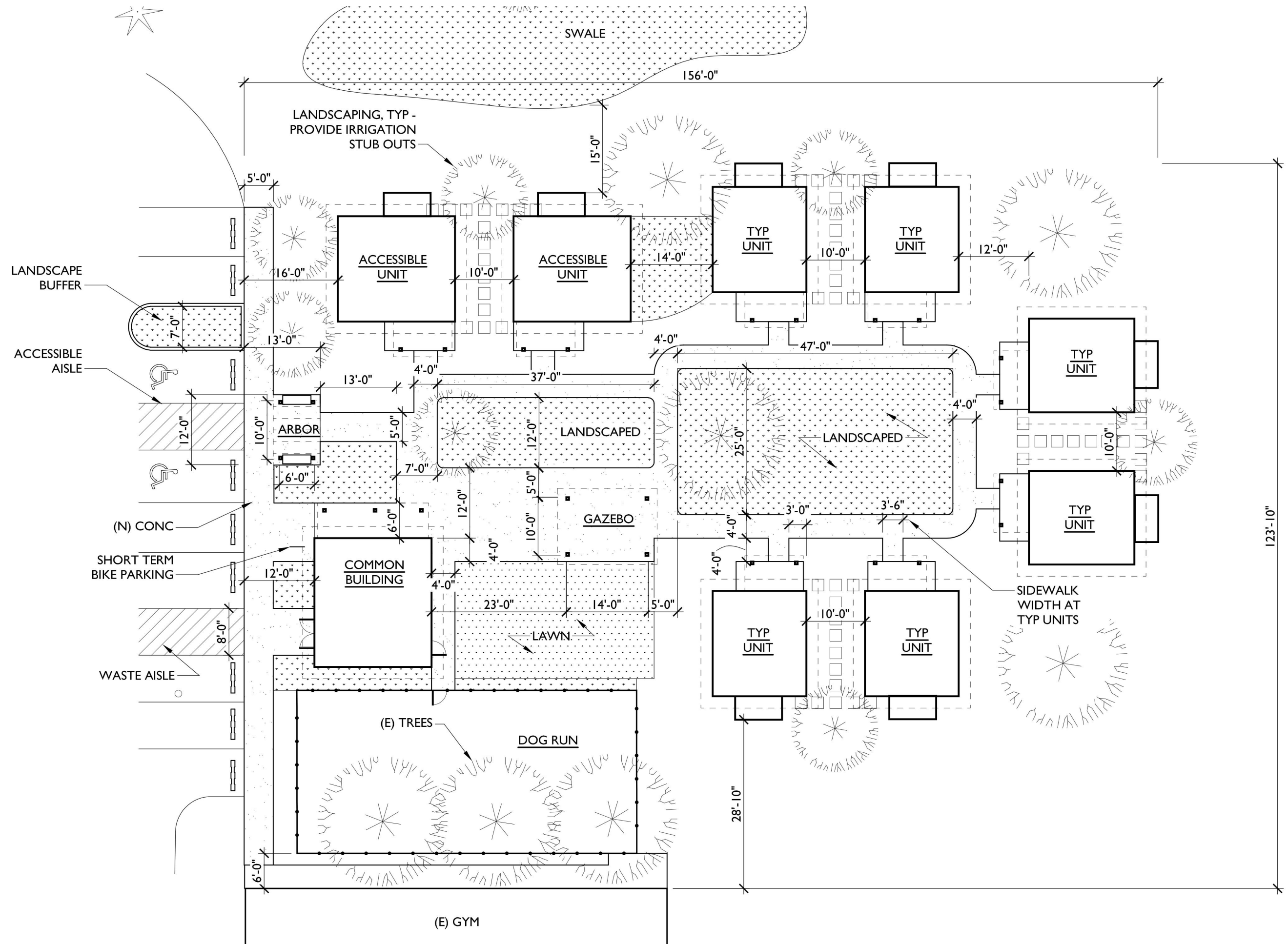
“Family” means all persons living in the same household who are related by birth, marriage or adoption.

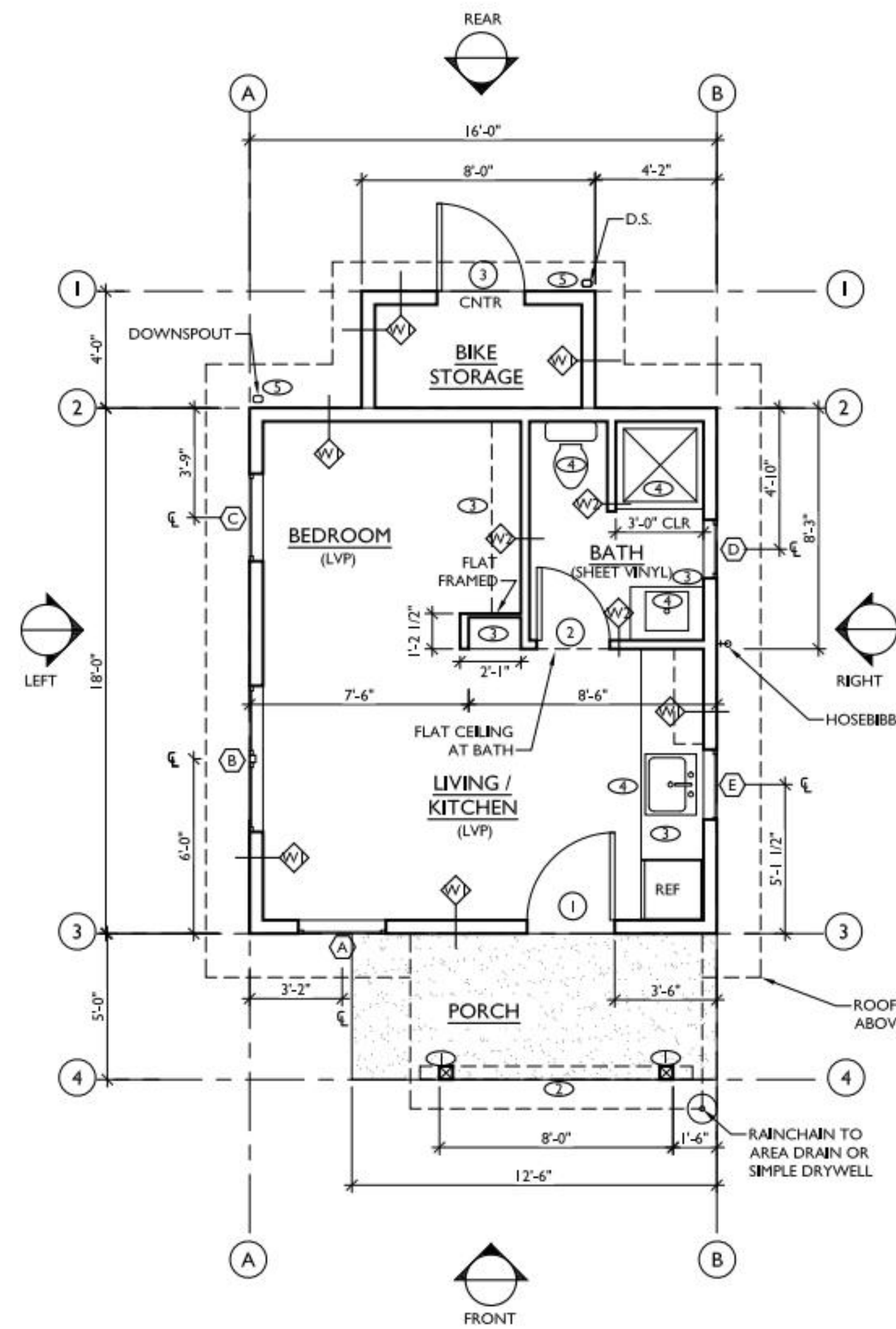
“Median Family Income” (MFI) includes the income of the householder and all other individuals 15 years old and over in the household, whether they are related to the householder or not. Because many households consist of only one person, average household income is usually less than average family income. Although the household income statistics cover the past 12 months, the characteristics of individuals and the composition of households refer to the time of application. Thus, the income of the household does not include amounts received by individuals who were members of the household during all or part of the past 12 months if these individuals no longer resided in the household at the time of application. Similarly, income amounts reported by individuals who did not reside in the household during the past 12 months but who were members of the household at the time of application are included. However, the composition of most households was the same during the past 12 months as at the time of application, as defined by the U.S. Census.

Addendum to North Valley Friends Grant Application for Affordable Housing Trust Fund

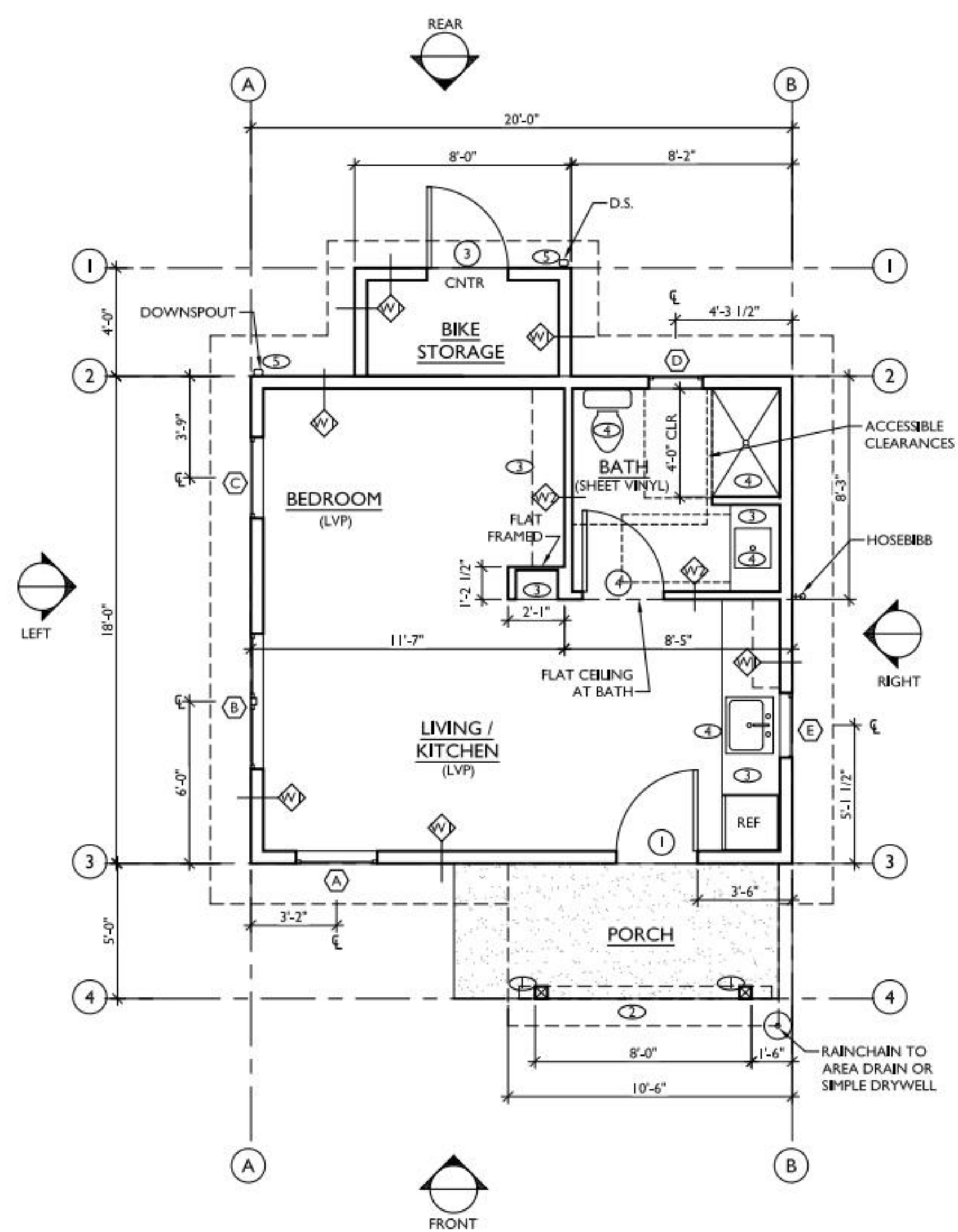
1. NVFC is seeking a grant out of the Affordable Housing Trust Fund. We seek anywhere from 10K-50K as our expenses will be near 1m for the Peace Trail Village. I am seeking grants wherever I can find them to fund the development of the project. Any bit helps. So far we have received ARPA funds, 10K from Austin Foundation, 10K from Northside community church and have 50K from our tithes and offerings from the church.
2. Attachment A Criteria:
 1. We seek to serve individuals and/or small families that are looking for transitional housing to assist the process into procuring long term housing. We will have a utility fee of \$10/week and program fee based on a sliding scale. So if someone is working full time at minimum wage (\$13.50) then their income would be 28K. For someone just starting in the program their program fee will be low (10%) and will increase to the maximum as they prepare to transition into permanent housing (30%).
 2. Part of our partnership and wrap around care will give technical assistance to affordable housing providers. The caseworker will assist with a section 8 housing application, YCAP application or other services needed to procure permanent housing.
 3. Our project is in process. We are finishing up our land use application to be submitted to the city by the end of October. Once we are approved we will begin infrastructure work/building work.
 4. The church already owns the property free and clear where we plan to build Peace Trail Village.
 5. We do not have existing residents currently.
 6. As we are attempting to serve local residents with our project we believe this fits within the scope of NAHT criteria.
 7. With Peace Trail Village we will put 8 new transitional housing units into the city to serve local residents.
 8. By asking folks to pay on a sliding scale basis we are keeping this housing affordable and accessible. It is a goal of the program to move folks to self-sufficiency and the ability to retain permanent housing.
 9. 30% of the median family income would be 31,900. We have yet to see anyone live in our tiny homes in our pilot project that makes anywhere near this amount.
 10. We are currently researching ways to have the village on solar power, either solely or in conjunction with PGE power. If it is not possible to have the village solely on solar then we may look into putting the church on solar in order to keep this project as green as possible.
 11. We already are seeking partnerships within the community between Providence, other faith communities, local contractors and connections with other service providers.

12. As this is the first transitional housing project in all of Yamhill County we are not duplicating any efforts in the county. This is innovative, following examples of other communities in Portland and Eugene.
13. We have been running the pilot project for the last two years with our tiny homes. Providence provided wrap around care to the guests and we have seen success with several guests. We believe this is a positive model designed to give folks a hand up, not a hand out.
14. Our timeline is a little vague at this point until our building permit is approved. We are currently talking with a local company to dig for the water and sewer lines and they plan to do much of the work pro bono. We are also talking with Home Builders Association to assist with gifts-in-kind as well as volunteer labor for the actual construction. We plan to host volunteer work days to incorporate members of the community into service as well.

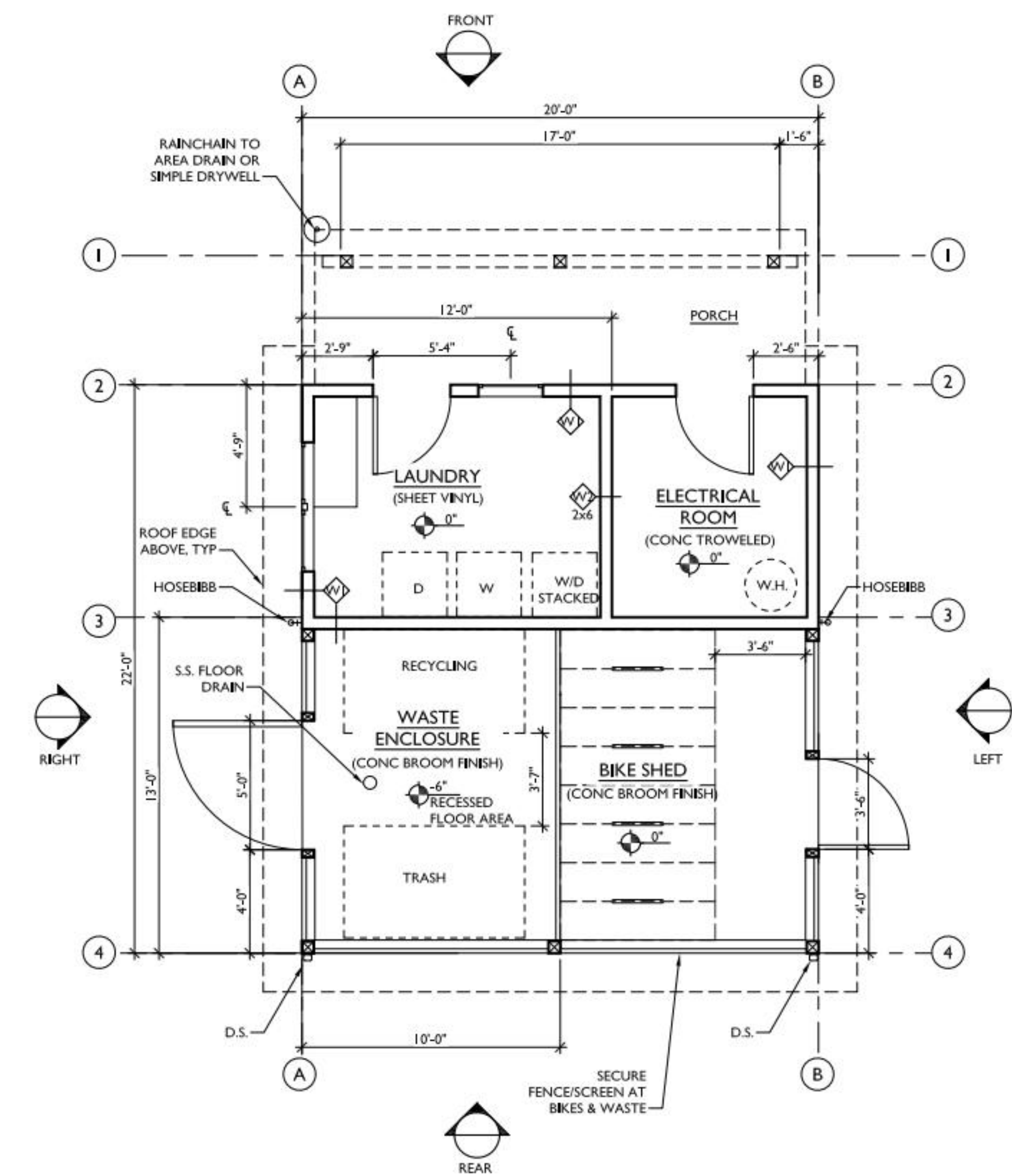




TYPICAL UNIT FLOOR PLAN: 1/4" = 1'-0"



ACCESSIBLE UNIT FLOOR PLAN: 1/4" = 1'-0"



COMMON ROOM FLOOR PLAN: 1/4" = 1'-0"

Doug Rux

From: Leslie Hodgdon Murray <leshodg@gmail.com>
Sent: Wednesday, March 8, 2023 5:06 PM
To: Doug Rux
Subject: Re: Affordable Housing Trust Fund Grant Application
Attachments: 230308_nvfc_marketing_pkg.pdf

This email originated from outside the City of Newberg's organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thanks Doug - here are the updated architectural plans. Happy to share them.

1. That's a great question. we just received our approval for our land use application. We hope to pull permits to begin infrastructure work shortly (water, sewer, electrical).
2. We are applying for every grant we can! Right now we are working with Representative Salinas' office to apply for a federal grant for 725K. Our plan has always been to join together with community partners as well as apply for grants. At the church we also have significant funds to contribute (50-100K).
3. Home Builders Association has agreed to partner with us and it is unclear at this moment what all they bring to the table - they have access to funds, gifts in kind, labor and potentially a national company partnering with us as a builder captain (Lennar Homes). We are waiting to hear back what their partnership looks like. We are casting the net widely to see who has the availability and the capacity to partner.
4. yes. see attached.
5. I'm not sure how to answer this. I'm also not entirely sure what this question is asking. At this point I'm applying for grants so once we start infrastructure work/building work we will not need to stop because of a lack of funds.

I hope this is helpful. Please feel free to ask any further follow up questions.
Leslie

On Wed, Mar 8, 2023 at 1:42 PM Doug Rux <Doug.Rux@newbergoregon.gov> wrote:

Leslie,

I have received a request for additional information from one of the Affordable Housing Commission members on your grant application.

1. What is the development timeline?
2. What other funds do you expect to raise to get to the \$800,000 and how long will that take?
3. How will you start development in the Summer of 2022 and finish in December 2024 and only have half of the needed funds?

4. Can the architectural plans be shared with the Commission?

5. If you are still so far away from the \$800,000 total fundraising goal does this mean the funds would sit with the City as reserved, but not spent for possibly a couple of years?

Thanks

Doug Rux, AICP

Community Development Director

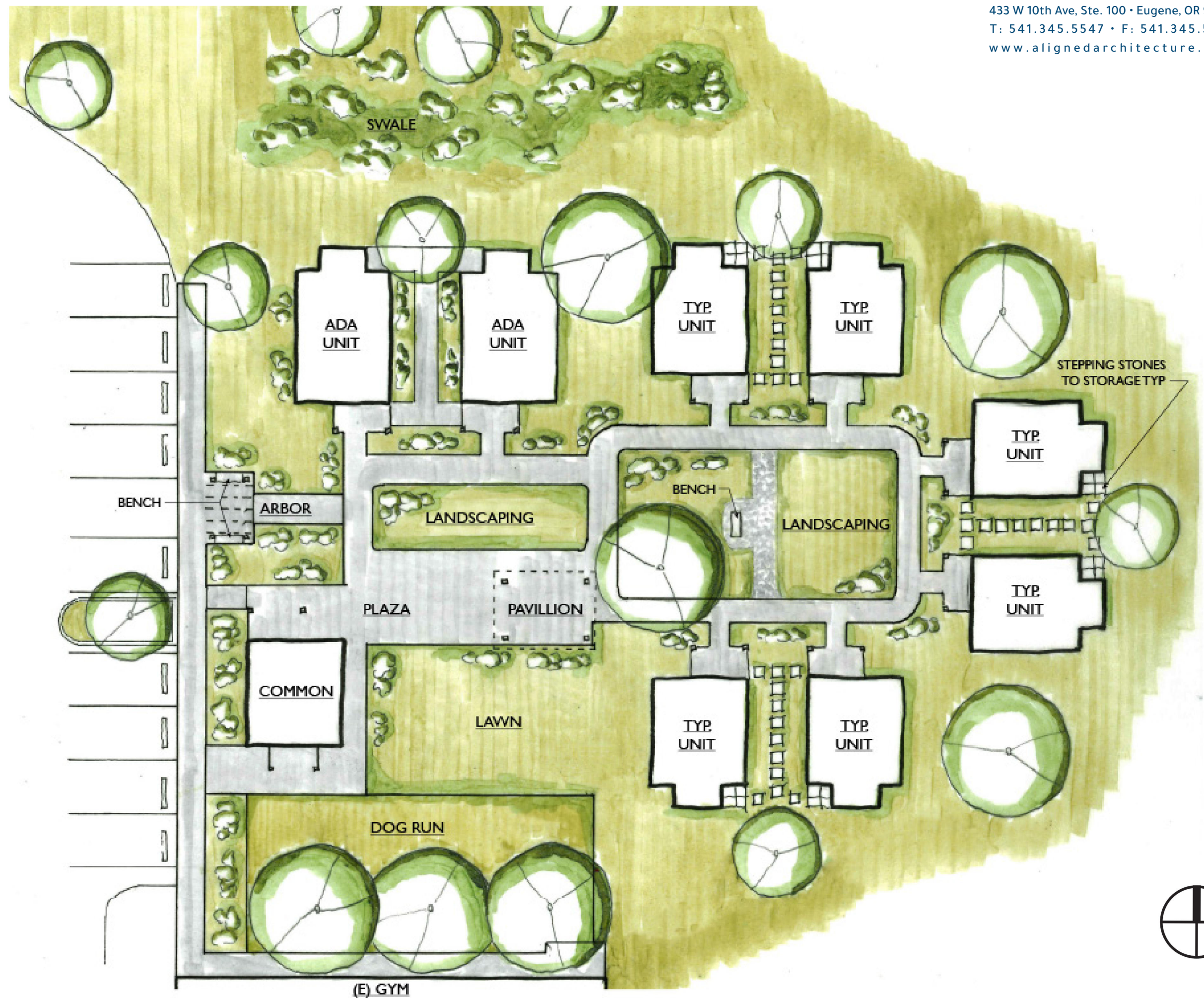
City of Newberg

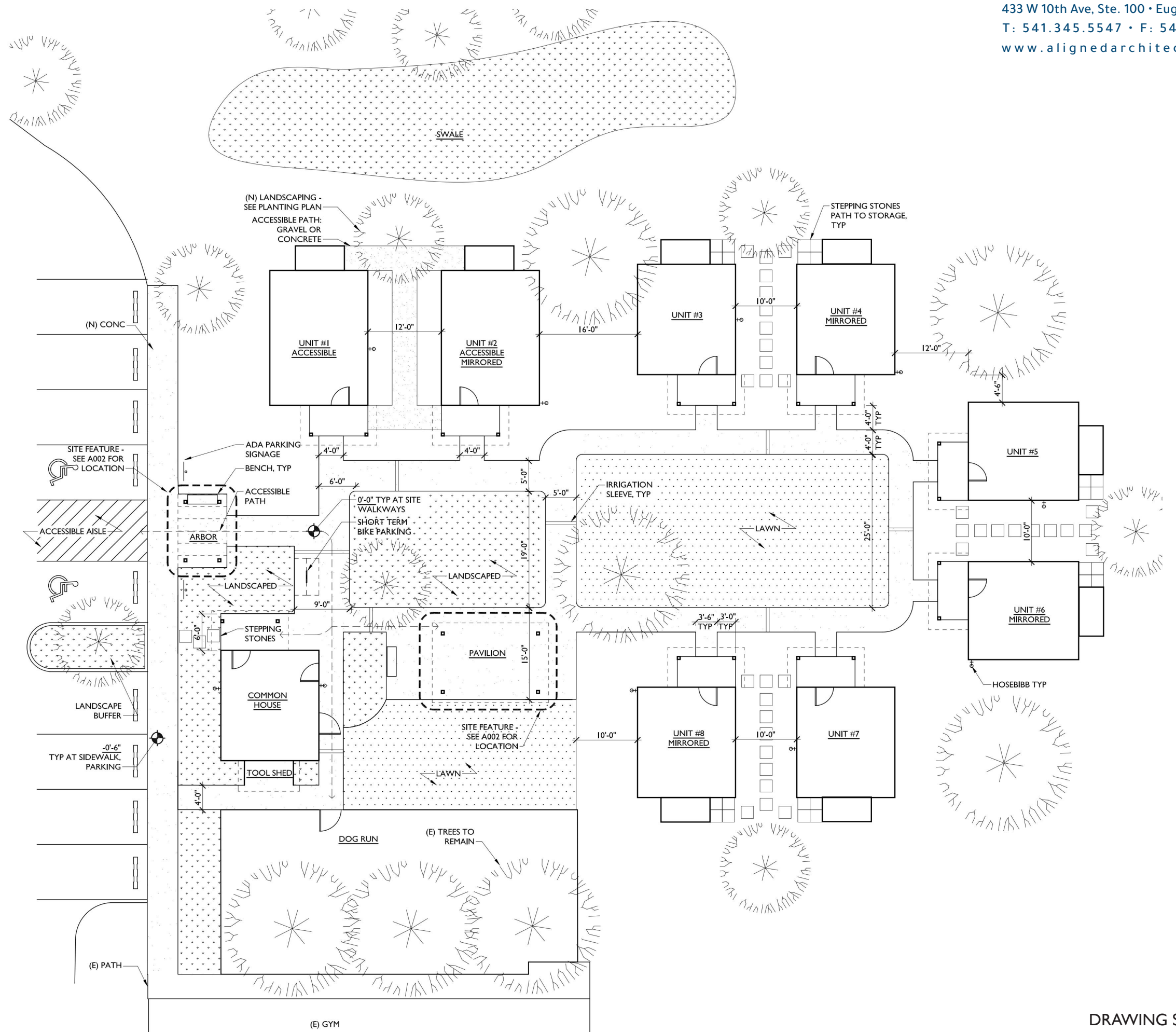
Direct: 503.537.1212

Cell: 503.550.4517

Pronouns: he/him







MARKETING PACKAGE



09



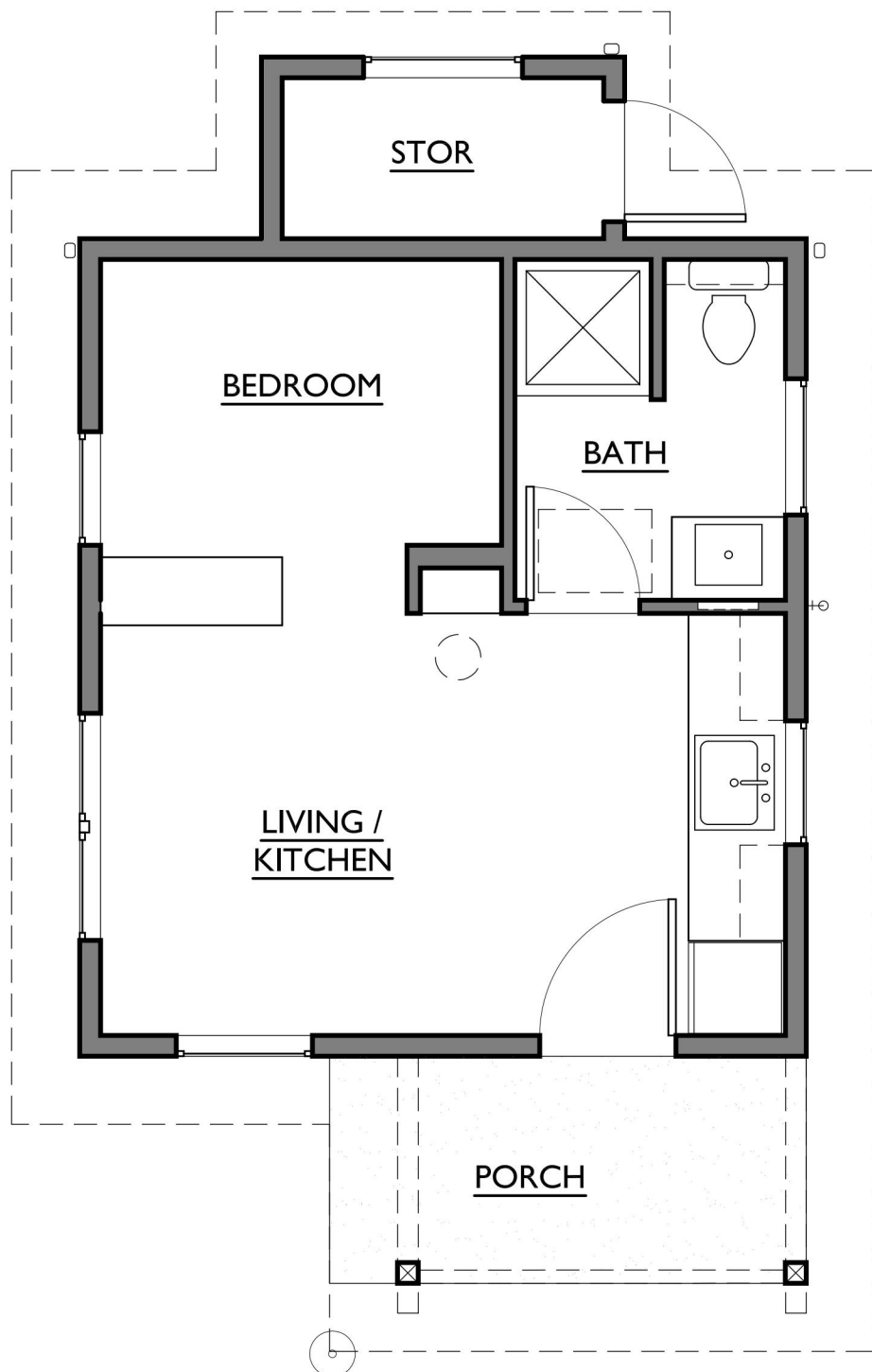
AERIAL FROM WEST



VIEW TOWARDS UNIT ENTRIES

SITE PERSPECTIVES

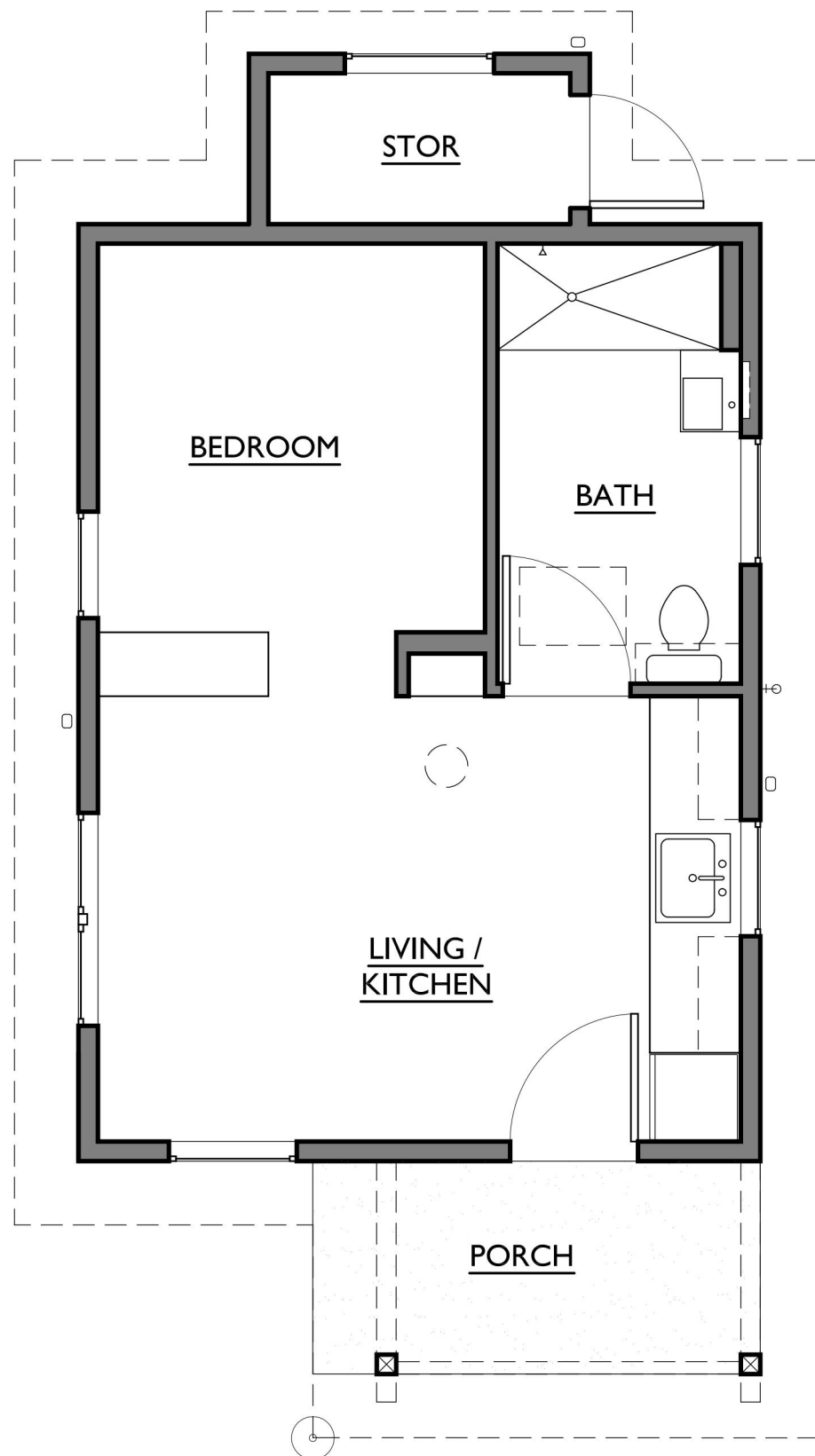
PEACE TRAIL VILLAGE
NORTH VALLEY FRIENDS CHURCH
CD • 3/8/23
MARKETING PACKAGE



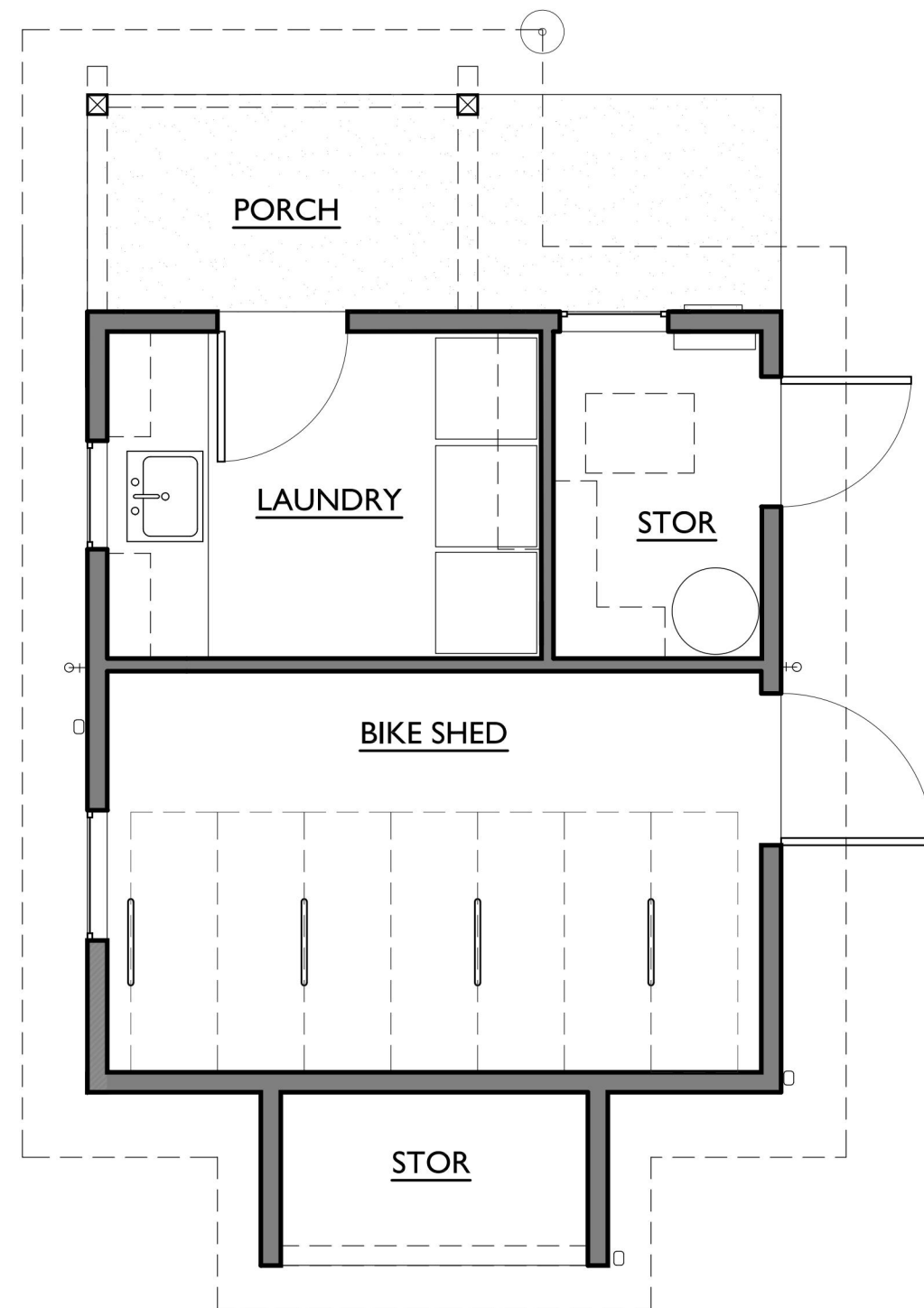
TYPICAL UNIT

FLOOR PLANS

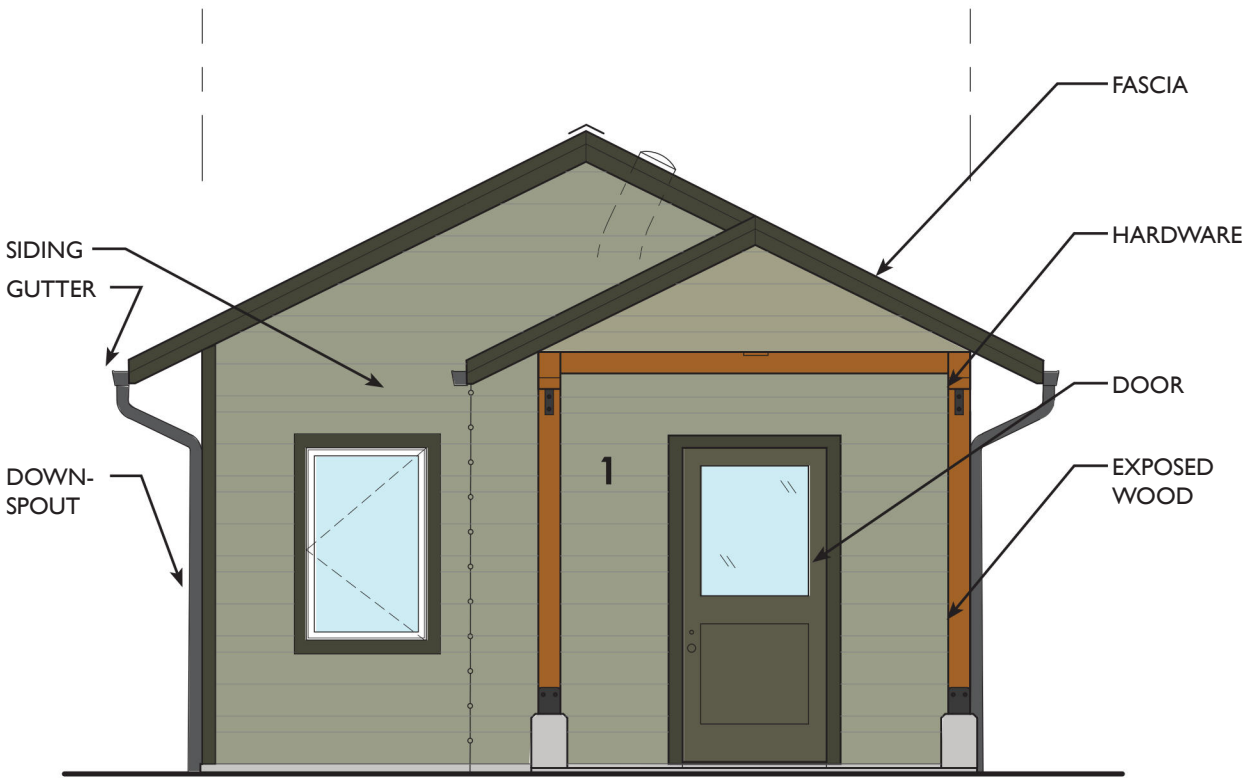
PEACE TRAIL VILLAGE
NORTH VALLEY FRIENDS CHURCH
CD • 3/8/23
MARKETING PACKAGE



ACCESSIBLE UNIT



COMMON HOUSE



FRONT ELEVATION



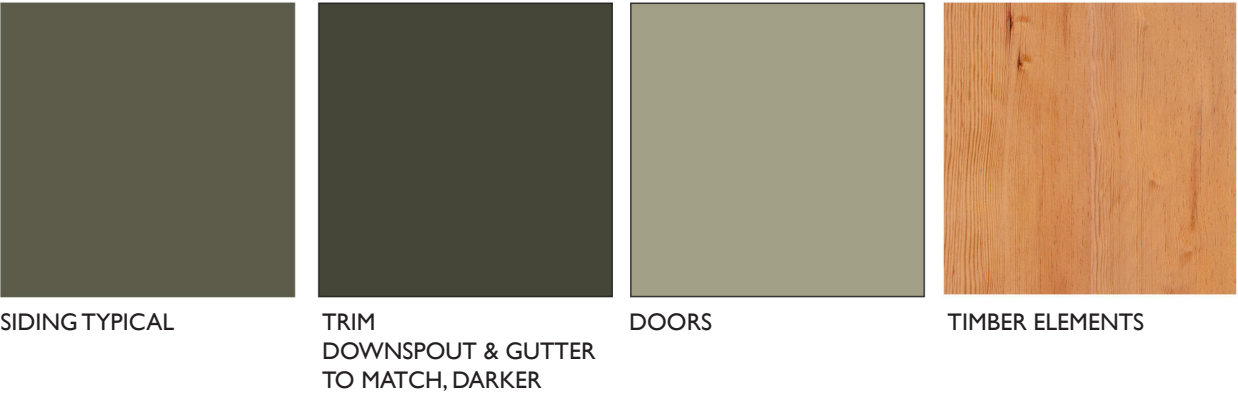
SIDE ELEVATION

SWATCHES

TYPE A BUILDING



TYPE B BUILDING



EXTERIOR ELEVATIONS

PEACE TRAIL VILLAGE
NORTH VALLEY FRIENDS CHURCH
CD • 3/8/23
MARKETING PACKAGE



TYPICAL UNIT ENTRY PORCH



TYPICAL UNIT KITCHENETTE

PERSPECTIVE VIEWS

PEACE TRAIL VILLAGE
NORTH VALLEY FRIENDS CHURCH
CD • 3/8/23
MARKETING PACKAGE

Newberg Affordable Housing Trust Fund Funding Request Application

FY 2021-22 Competitive Awards Loan Program

NOTE: The first round of applications are due September 30, 2022 at 4:30 p.m.

Applications are to be submitted to Mary Heberling-Creighton, Housing Planner by email at mary.heberlingcreighton@newbergoregon.gov or by postal mail via City of Newberg, PO Box 970, Newberg, Oregon, 97132 or by hand delivery to City Hall, 414 E First Street.

CONTACT INFORMATION:

Project Name:	
Organization Name:	☐ For-profit ☐ Non-profit
Contact Name/Title:	
Mailing Address:	State/Zip:
Phone:	Email:

PROJECT INFORMATION:

Total project cost: _____
Requested amount of funding: _____ <i>Please specify the amount of loans being requested</i>
Amount and description of matching funds being contributed to the project:

Project Partners and their Contributions to the Project:
--

Estimated project beginning date:	Completion date:
-----------------------------------	------------------

COMMUNITY DEVELOPMENT
PLANNING DIVISION
(503) 537-1240
planning@newbergoregon.gov

Please briefly describe the affordable housing problem this project is trying to solve and how it helps in solving that challenge:

Please attach additional information that describes how this project will address the Competitive Awards Selection Criteria described in “Attachment A” of this form, including additional documentation/evidence as needed.

☐ Information that addresses Competative Selection Criteria, attached (please select)

Briefly describe what is attached:

ATTACHMENT A

Newberg Affordable Housing Trust Fund FY 2021-22 Competitive Awards Program Selection Criteria

Minimum Threshold Criteria	Potential Points
1. The project is considered an eligible use or activity under Section 3, and benefits households earning less than 80% of the median family income (threshold verification)*.	NA
2. If the project is related to the provision of technical assistance to affordable housing providers, the use of Newberg Affordable Housing Trust Funds functions to increase the capacity of the organization to specifically address the mission of the NAHTF (threshold verification).	NA
3. The project is ready for implementation.	NA
4. If the project includes the acquisition of property, the identified property is currently available for acquisition and the applicant has secured either a purchase option or letter of interest from the seller. If the applicant is also applying for federal funding (i.e. Community Development Block Grants or HOME) they should carefully review procurement requirements and limitations before obtaining a purchase option.	NA
5. That relocation of existing residents will be minimized, and when necessary, the applicant has included accurate relocation assistance costs as part of the project pro forma.	NA
6. The proposal demonstrates that the Newberg Affordable Housing Trust Funds are the most appropriate funding source for the project.	NA
Scored Application Criteria	
7. The project provides new affordable housing, or new affordability, through retention or rehabilitation of existing housing, within the city.	Up to 10 points
8. The project retains the affordable housing units as affordable. The longer period of time the units remain affordable, the higher ranking the project shall be given.	Up to 15 points
9. The project provides deeply affordable housing for households earning less than 30% of the median family income.	Up to 5 points
10. The project addresses energy conservation through the integration of green building technologies in new construction, or achieves greater energy efficiency and cost savings to tenants through rehabilitation of existing housing.	Up to 5 points
11. The project maximizes partnerships in the community (volunteers, in-kind contributions, cash contributions, multiple organization involved, etc.) and demonstrates alliance building that directly benefits community members in need, such as helping build household wealth.	Up to 5 points
12. The project utilizes already existing resources in effective and innovative ways. The project shall not duplicate services provided by another organization.	Up to 10 points
13. The agency submitting the proposal has the capacity to carry out the project and has had demonstrated successes completing projects of similar scope. Higher points to projects that demonstrate engagement and contracting with D/M/W/ESB/SDVBE businesses in the last 10+ years.	Up to 10 points
14. The budget and timeline are thorough and realistic (evidence of construction and/ or service costs required with application).	Up to 10 points
Total Potential Points	70

***FOR 2022, the Median Family Income for the City of Newberg was \$106,500.**

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Mary Heberling-Creighton

From: Scott A. Bontrager <info@bontrager.management>
Sent: Tuesday, November 1, 2022 10:32 PM
To: Mary Heberling-Creighton
Subject: Scott & Melissa Bontrager Application addendum

This email originated from outside the City of Newberg's organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mary,

Here is what I have typed up, that would hopefully better cover the requirements and grading list for our project.

Please let us know if there is anything else that we can provide to help with the process.

Both of the current sets of tenants/occupants in this duplex make less than 80% of the median family income annually. One of the tenants is an older, retired, lady who has a part time job, and otherwise pulls from her social security to pay rent. The other is a young family with 2 kids, where they make a combined income of less than \$60,000.

In the spirit of the mission of the NAHTF, support the development, preservation, and rehabilitation of affordable housing that is affordable to the citizens of Newberg, we are trying to ensure that we have available to our tenants a safe and affordable place for them to live. The duplex improvements we have been able to complete, are all in the spirit of increasing the quality of the home for our tenants, while making energy efficient upgrades to lower their cost of living at the same time. The completed projects at the duplex have been outlined in the original application. Remaining project items we have partnered with local builders and contractors who have been willing to donate their time and guidance to help us complete our remaining items on time and on budget. We have reached out to a number of local businesses seeking items that could be utilized in the renovations, rather than the materials being taken to the dump. We have procured cabinetry, and other building materials this way, which has been a huge help in offsetting raising material costs.

We are primed and ready to replace the driveway, having gotten 2 independent quotes from concrete contractors validating each other on the timeline, and cost of the project. All timelines and costs for building materials have skyrocketed since the start of the pandemic, but concrete costs have quadrupled, and turned a manageable job into, a major financial investment. We have been assured, that even though we are now in the rainy season, we can still move forward with the driveway replacement, and once funding has been secured, we would scheduled for the demolition and removal of the old crumbling driveway. New concrete would be poured, and covered in plastic to cure, but that the timing of the delivery would be weather dependent, as it should not be actively raining when the finish work is completed. From where we are now, the timetable for completion of the driveway would be less than 6 weeks from funding, enveloping the waiting window, demo, leveling, pouring new driveway, and lastly beginning of the curing process.

We would be working around the occupants, and they have agreed that they would not require relocation during the time of the driveway replacement.

We purchased the duplex last year, and have been working to make these repairs and upgrades in a timeline in agreement with the occupants of the duplex. We have not initiated any applications for federal funding, or the like for this or any project.

As a private landlord, seeking assistance in funding to keep our rentals as affordable as possible for our current and future tenants in Newberg, we are hoping that the Newberg Affordable Housing Trust Funds is deemed the most appropriate funding source for the project. There were several safety concerns raised during the home inspection when we were purchasing the residence, and we have been working to address each of those areas of concern. A big ticket item that has been growing, both in risk and cost, is the issue of the failing driveway. We have been able to avoid raising rent, keeping it at the 30% of household income amount for our tenants, but in order to afford this last repair, we would be forced to raise rents to cover the cost.

We moved to Newberg in 2016 seeking a fresh start, in a place we would be proud to raise a family. We had to leave behind our full-time jobs, and started our new roots in Newberg, with Melissa attending George Fox, to get her MBA. We learned first hand how important, but also limited, affordable housing, especially in the Newberg area is. Even with both of us working, we still struggled to meet the sharply raising monthly rental rates. We wanted to be compassionate landlords, providing a safe, affordable, and comfortable place that our renters would be proud to call home. We have used this as our compass throughout our project, and that is why we are calling on NAHTF to assist us on this last project.

As stated in our original Application, we are not looking to raise rent on the occupants of the Duplex, and if awarded monetary support, we would be open to recommendations on the duration of a rent lock by NAHTF.

Thanks,
Scott and Melissa Bontrager

AHC Scores Peace Trail Village

		Norton	Banks	Dailey	Rickert	
Minimum Threshold Criteria						
1. The project is considered an eligible use or activity under Section 3, and benefits households earning less than 80% of the area median income (threshold verification)*.	N/A					
2. If the project is related to the provision of technical assistance to affordable housing providers, the use of Newberg Affordable Housing Trust Funds functions to increase the capacity of the organization to specifically address the mission of the NAHTF (threshold verification).	N/A					
3. The project is ready for implementation.	N/A					
4. If the project includes the acquisition of property, the identified property is currently available for acquisition and the applicant has secured either a purchase option or letter of interest from the seller. If the applicant is also applying for federal funding (i.e. Community Development Block Grants or HOME) they should carefully review procurement requirements and limitations before obtaining a purchase option.	N/A					
5. That relocation of existing residents will be minimized, and when necessary, the applicant has included accurate relocation assistance costs as part of the project pro forma.	N/A					
6. The proposal demonstrates that the Newberg Affordable Housing Trust Funds are the most appropriate funding source for the project.	N/A					
Scored Application Criteria						
		Norton	Banks	Dailey	Rickert	Total
7. The project provides new affordable housing, or new affordability, through retention or rehabilitation of existing housing, within the city.	Up to 10 points	10	10	10	10	40
8. The project retains the affordable housing units as affordable. The longer period of time the units remain affordable, the higher ranking the project shall be given.	Up to 15 points	12	15	10	15	52
9. The project provides deeply affordable housing for households earning less than 30% of the median family income.	Up to 5 points	5	5	5	5	20
10. The project addresses energy conservation through the integration of green building technologies in new construction, or achieves greater energy efficiency and cost savings to tenants through rehabilitation of existing housing.	Up to 5 points	3	2	2	0	7

AHC Scores Peace Trail Village

		Norton	Banks	Dailey	Rickert	Total
11. The project maximizes partnerships in the community (volunteers, in-kind contributions, cash contributions, multiple organization involved, etc.) and demonstrates alliance building that directly benefits community members in need, such as helping build household wealth.	Up to 5 points	5	5	5	5	20
12. The project utilizes already existing resources in effective and innovative ways. The project shall not duplicate services provided by another organization.	Up to 10 points	9	10	10	10	39
13. The agency submitting the proposal has the capacity to carry out the project and has had demonstrated successes completing projects of similar scope. Higher points to projects that demonstrate engagement and contracting with D/M/W/ESB/SDVBE businesses in the last 10+ years.	Up to 10 points	7	5	5	5	22
14. The budget and timeline are thorough and realistic (evidence of construction and/ or service costs required with application).	Up to 10 points	5	4	6	5	20
Total Potential Points	70	56	56	53	55	220

AHC Scores - Meridian Duplex

		Norton	Banks	Dailey	Rickert	
Minimum Threshold Criteria						
1. The project is considered an eligible use or activity under Section 3, and benefits households earning less than 80% of the area median income (threshold verification)*.	N/A					
2. If the project is related to the provision of technical assistance to affordable housing providers, the use of Newberg Affordable Housing Trust Funds functions to increase the capacity of the organization to specifically address the mission of the NAHTF (threshold verification).	N/A					
3. The project is ready for implementation.	N/A					
4. If the project includes the acquisition of property, the identified property is currently available for acquisition and the applicant has secured either a purchase option or letter of interest from the seller. If the applicant is also applying for federal funding (i.e. Community Development Block Grants or HOME) they should carefully review procurement requirements and limitations before obtaining a purchase option.	N/A					
5. That relocation of existing residents will be minimized, and when necessary, the applicant has included accurate relocation assistance costs as part of the project pro forma.	N/A					
6. The proposal demonstrates that the Newberg Affordable Housing Trust Funds are the most appropriate funding source for the project.	N/A					
Scored Application Criteria						
		Norton	Banks	Dailey	Rickert	Total
7. The project provides new affordable housing, or new affordability, through retention or rehabilitation of existing housing, within the city.	Up to 10 points	5	8	0	5	18
8. The project retains the affordable housing units as affordable. The longer period of time the units remain affordable, the higher ranking the project shall be given.	Up to 15 points	7	5	0	5	17
9. The project provides deeply affordable housing for households earning less than 30% of the median family income.	Up to 5 points	2	0	0	3	5
10. The project addresses energy conservation through the integration of green building technologies in new construction, or achieves greater energy efficiency and cost savings to tenants through rehabilitation of existing housing.	Up to 5 points	1	2	1	0	4

AHC Scores - Meridian Duplex

		Norton	Banks	Dailey	Rickert	Total
11. The project maximizes partnerships in the community (volunteers, in-kind contributions, cash contributions, multiple organization involved, etc.) and demonstrates alliance building that directly benefits community members in need, such as helping build household wealth.	Up to 5 points	3	5	1	2	11
12. The project utilizes already existing resources in effective and innovative ways. The project shall not duplicate services provided by another organization.	Up to 10 points	5	4	0	5	14
13. The agency submitting the proposal has the capacity to carry out the project and has had demonstrated successes completing projects of similar scope. Higher points to projects that demonstrate engagement and contracting with D/M/W/ESB/SDVBE businesses in the last 10+ years.	Up to 10 points	6	7	5	8	26
14. The budget and timeline are thorough and realistic (evidence of construction and/ or service costs required with application).	Up to 10 points	6	9	7	10	32
Total Potential Points	70	35	40	14	38	127

REQUEST FOR COUNCIL ACTION



Date Action Requested: June 20, 2023

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐

No. 2023-3860

Subject: A resolution awarding the consultant contract to Kittelson and Associates, Inc. (KAI) and authorizing the City Manager to execute all contract documents for the N Main at Illinois Intersection Study.

Staff: Brett Musick, Senior Engineer
Department: Public Works Department - Engineering
File No.

Business Session

Order On Agenda: Consent

Hearing Type: Administrative

Is this item state mandated? Yes ☐ No ☒

If yes, please cite the state house bill or order that necessitated this action:

Recommendation:

Adopt Resolution No. 2023-3860.

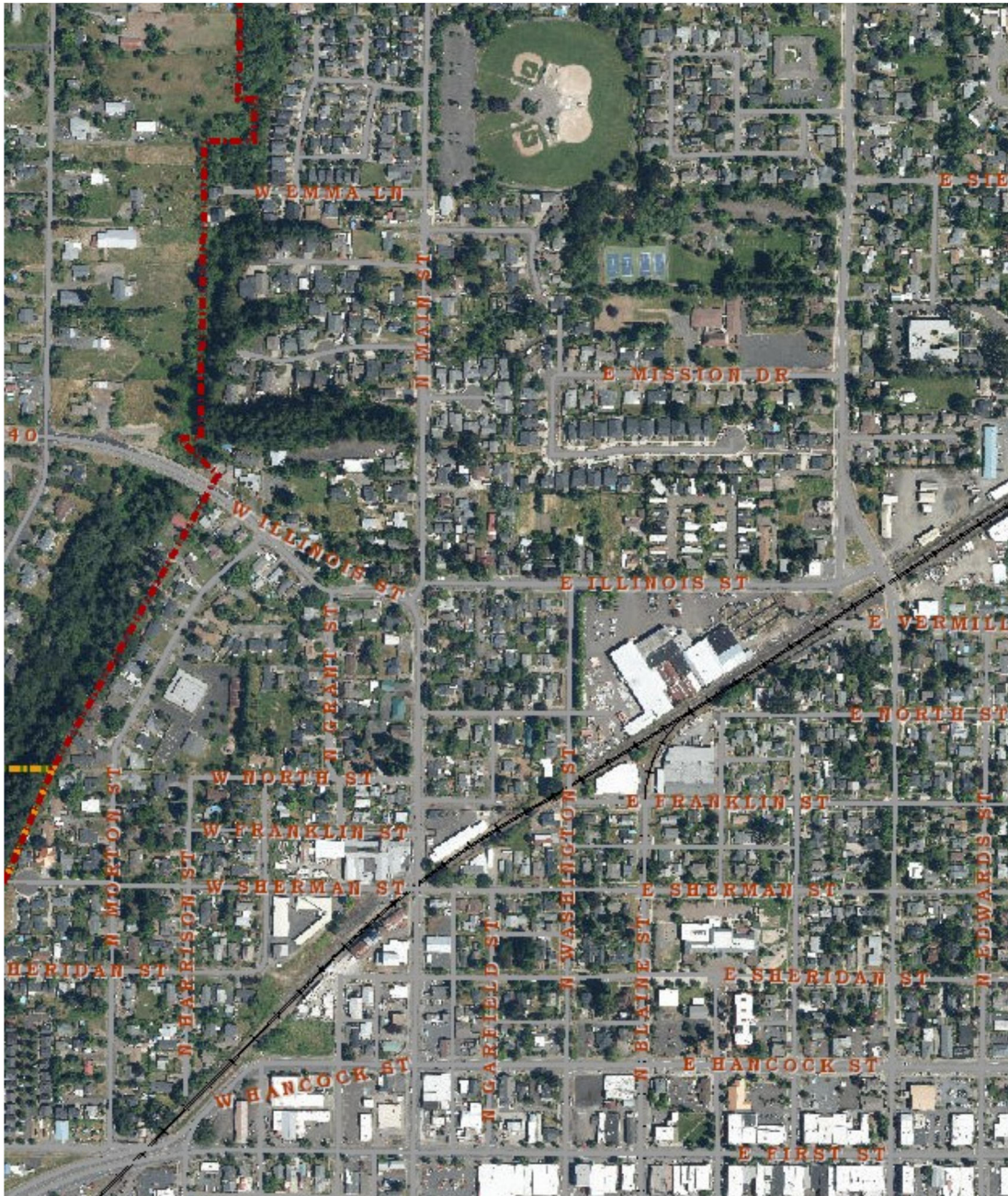
Executive Summary:

This project at the intersection of N Main and Illinois is identified as project I-14 in the Transportation System Plan (TSP). This highway intersection was realigned from a skewed angle to a 90-degree intersection in 2006, forcing traffic to slow down prior to making a right turn onto to City streets. This intersection has had a history of collisions, close calls and mobility concerns. This is one of the highest priority safety issues noted by the Traffic Safety Commission. The study area for this project is the intersection of the following streets:

- N Main Street, classified as a Major Collector north of Illinois Street, City of Newberg jurisdiction
- N Main Street (Highway 240), classified as a Minor Arterial south of Illinois Street, ODOT jurisdiction
- W Illinois Street (Highway 240), classified as a Minor Arterial west of N Main Street, ODOT jurisdiction
- E Illinois Street, classified as a Major Collector east of N Main Street, City of Newberg jurisdiction







Project Vicinity Aerial Image 2022
Not to scale

The goal of this project is to perform a special study to determine appropriate intersection improvements to address safety and mobility needs. The first step will be to identify and confirm issues and constraints prior to developing or presenting any alternatives for improvements at this location. Ultimately the project is intended to identify a preferred alternative through public outreach, public involvement and the application of engineering principles.

This project does not include preparation of construction documents or construction of any improvements.

Through an emphasis on public outreach and public involvement this study is to:

1. Identify and confirm issues contributing to safety and mobility concerns.
2. Perform an analysis of existing traffic patterns and volumes for all modes of driving, walking and rolling transportation.
3. Identify constraints and concerns associated with potential intersection alternatives that address the issues identified through public outreach efforts.
4. Prepare conceptual designs, planning level cost estimates and recommendations for three to five potential intersection alternatives to identify preferred alternatives.
5. Present potential alternatives to stakeholders, interested parties and others.
6. Prepare preliminary designs and cost estimates for up to three potential intersection improvement alternatives.

The intent is for a preferred alternative to be determined for future refinement of preliminary designs and development of final designs and construction documents of a preferred alternative. The timing for preparing designs and ultimately construction of a preferred alternative has not been identified at this time.

This intersection study is a step towards identifying appropriate improvements, including meeting ADA requirements, and addressing bicycle movements, that will ultimately result in a future project, or projects, that would require coordination and permitting with ODOT. It is anticipated that selection of a preferred alternative would be completed by the end of 2024. No construction is included in this project.

The primary approach to arrive at a community supported intersection improvement is through an Ad-Hoc Committee. The Ad-Hoc Committee is proposed to consist of residents, businesses, commuters, first responders, and institutions. The City's Project manager and the consultant will work with the Mayor on the creation of the proposed Ad-Hoc Committee. Public outreach for this project is also expected to include a Community Involvement Plan that will be updated throughout the process. Steps anticipated for community involvement include:

1. Two Open Houses
 - a. Present project goal and gather feedback.
 - b. Present alternatives for public comment.
2. Four, possibly five Ad-Hoc Committee meetings
 - a. Fact finding
 - b. Education and brainstorm
 - c. Alternatives review
 - d. Recommendation
 - e. Closeout and/or refine a preferred alternative if required to address any additional information requested by City Council.
3. Four, possibly five City Council presentations
 - a. Project approach presentation.
 - b. Ad-Hoc Committee appointments.
 - c. Project status update.
 - d. Recommended alternative(s) presentation.
 - e. Preferred alternative selection.

To meet the goal of this project the consultant that the City hires will need to provide a wide range of responsible and responsive professional services including, but not limited to, project management, public outreach, schedule development, cost estimates, conceptual and preliminary design work. Services would also include surveying as needed and verification of existing rights-of-way and/or easements. Services could also include identification of any temporary or permanent easements that might be needed for construction of potential intersection improvement alternatives.

A Request for Proposals was advertised in the Daily Journal of Commerce on November 4, 2022. On November 22, 2022, staff received two (2) qualified proposals. The proposals in alphabetical order are from:

1. DOWL
2. Kittelson and Associates, Inc.

A proposal evaluation team identified Kittelson and Associates, Inc. as the most qualified consultant with the particular knowledge, expertise and experience for the proposed project, and entered into negotiations with them per ORS. 279C.110. Kittelson and Associates, Inc submitted a detailed proposal with a scope of work and cost breakdown for the City's consideration (refer to Exhibit 'A'). Kittelson's proposal is comprehensive with an emphasis on public outreach including multiple public meetings and opportunity for community input.

Fiscal Impact:

Funding for the project is budgeted in the current FY22-23 budget and in the proposed FY23-24 budget. Funding is from a combination of gas taxes and transportation system development charges. This project has been identified in the Transportation System Development Charge Methodology Report as being 68 percent system development charge (SDC) eligible.

Council Goals:

This project aligns with Council Goals G3 -Ensure Newberg infrastructure is in good repair and supply and G5-Create and maintain a high level of transparency with our residents in order to build trust.

RESOLUTION NO. 2023-3860

A Resolution awarding the consultant contract to Kittelson and Associates, Inc. (KAI) and authorizing the City Manager to execute all contract documents for the N Main at Illinois Intersection Study.

Recitals:

1. This project at the intersection of N Main and Illinois is identified as project I-14 in the Transportation System Plan (TSP). This highway intersection was realigned from a skewed angle to a 90-degree intersection in 2006, forcing traffic to slow down prior to making a right turn onto to City streets. This intersection has had a history of collisions, close calls and mobility concerns. This is one of the highest priority safety issues noted by the Traffic Safety Commission. The study area for this project is the intersection of the following streets:
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2. Through an emphasis on public outreach and public involvement this study is to:
 1. Identify and confirm issues contributing to safety and mobility concerns.
 2. Perform an analysis of existing traffic patterns and volumes for all modes of driving, walking and rolling transportation.
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3. The intent is for a preferred alternative to be determined for future refinement of preliminary designs and development of final designs and construction documents of a preferred alternative. The timing

for preparing designs and ultimately construction of a preferred alternative has not been identified at this time.

4. This intersection study is a step towards identifying appropriate improvements, including meeting ADA requirements, and addressing bicycle movements, that will ultimately result in a future project, or projects, that would require coordination and permitting with ODOT. It is anticipated that selection of a preferred alternative would be completed by the end of 2024. No construction is included in this project.
5. The primary approach to arrive at a community supported intersection improvement is through an Ad-Hoc Committee. The Ad-Hoc Committee is proposed to consist of residents, businesses, commuters, first responders, and institutions. The City's Project manager and the consultant will work with the Mayor on the creation of the proposed Ad-Hoc Committee. Public outreach for this project is also expected to include a Community Involvement Plan that will be updated throughout the process. Steps anticipated for community involvement include:
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 - a. Present project goal and gather feedback.
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6. A Request for Proposals was advertised in the Daily Journal of Commerce on November 4, 2022. On November 22, 2022, staff received two (2) qualified proposals. The proposals in alphabetical order are from:
 1. DOWL
 2. Kittelson and Associates, Inc.

Kittelson and Associates, Inc. was selected as the most qualified consultant per ORS. 279C.110.

7. Kittelson and Associates, Inc. submitted a detailed proposal with a scope of work and cost breakdown for the City's consideration (refer to Exhibit 'A'). Kittleson's proposal is comprehensive with an emphasis on public outreach including multiple public meetings and opportunity for community input.

The City of Newberg Resolves as Follows:

1. City Council hereby approves the award of the consultant contract to Kittelson and Associates, Inc and authorizes the City Manager to execute the contract(s).
2. The City Attorney will review and approve all contract documents as to form and content.

Effective Date of this resolution is the day after the adoption date, which is: June 21, 2023.

Adopted by the City Council of Newberg, Oregon, this 20th day of June, 2023

Sue Ryan, City Recorder

Attest by the Mayor this 22nd day of June, 2023.

Bill Rosacker, Mayor

EXHIBIT 'A'

ATTACHMENT "A" Scope of Services N Main Street at E Illinois Street Intersection Study City of Newberg Project #702179

January 26, 2023

PROJECT BACKGROUND

The Newberg community has expressed concerns about the safety of the N Main Street/Illinois Street intersection and the Traffic Safety Committee has ranked it the worst intersection in the city. The City of Newberg has heard and understands these concerns and has begun the process of identifying solutions by implementing the N Main Street at E Illinois Intersection Study. This study is a demonstration of the City's continued commitment and intent for a safe intersection for the adjacent owners and roadway / sidewalk / bike users.

Key Issues:

1. Public process, supported by community when the preferred alternative is selected by City Council.
2. Technically feasible, supported by ODOT (Oregon Department of Transportation) and City Engineering & Planning when the preferred alternative is funded.

The City has retained Kittelson & Associates to prepare and conduct a public outreach program leading to the identification and approval of a locally preferred intersection treatment.

PROJECT UNDERSTANDING

Our approach to creating a community supported intersection treatment is through an Ad-Hoc Committee of residents, businesses, commuters, 1st responders, and institutions. The City, with support from the consultant team, will establish the committee and appoint members to the Ad-Hoc Committee. This Ad-Hoc Committee is intended to be supported (non-voting) by representatives from City Council, Planning Commission, ODOT, and other technical stakeholders (YC Transit). As transportation engineers, we will support the Ad-Hoc Committee by providing technical information and design support of the concepts they identify as options. A working Community Involvement Plan with initial communications materials, including process/decision making graphics and schedule, will be created early and updated throughout the process. This will allow us to prepare initial information for web or mail needed to begin engagement in the steps listed below.

We have developed a 9-step process to assist the community in developing and accepting a preferred alternative.

Step 1: Gathering Feedback:

- **Public Open House:** At this meeting we will listen to the community in how they use this intersection and what issues they have with its operations and safety. During this open house, we will also solicit applications for participation in the Ad-Hoc Committee.
- **Technical Support:** To advertise for the Open House and notify neighbors of field data collection, we will create a mailer (dual English/Spanish) to be sent to the residents and neighbors. This will also be

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advertised on the City's webpage and social media. A website with an interactive map for residents to leave feedback will be developed. A drone aerial photograph (photogrammetrically accurate) will be taken and displayed for the Open House attendees to add comments to. After the open house, we will work with the City to develop an appointment roster for the Ad-Hoc Committee.

Step 2 – Introductions & Fact Finding

- **Ad-Hoc Committee Meeting #1:** At the first Ad-Hoc Committee meeting, we will introduce the process, the team, and share the comments received at the first open house. We will dive deeper into the issues experienced by the Ad-Hoc Committee members. We will also discuss stakeholder engagement and identify proactive approaches for reaching those who may travel through or live in this area.
- **Technical Support:** Prior to the meeting we will conduct a right-of-way survey (by CESNW) that defines the existing public right-of-way (ROW). This will be tied to the aerial photo. Our arborist, Morgan Holen, will conduct a visual health assessment of the trees in the project vicinity. Lastly, Kittelson will collect traffic counts (including cars, trucks, bicyclists, pedestrians, and transit) as well as crash history at the intersection.

Step 3 – Education & Brainstorm

- **Ad-Hoc Committee Meeting #2:** The education portion of this meeting is to introduce the committee to common traffic terms (volume/capacity, peak hours, etc.), the City Planning guidelines, the TSP, and the ODOT Design Guidelines (blueprint for Urban Design). We will also present elements of an intersection (turn lanes, curb radii, signal elements, roundabout elements, traffic control features, etc.). This deeper dive into transportation engineering will allow the committee members to think more critically about the alternative options. We will then work with the committee to brainstorm intersection treatments and alternatives.
- **Technical Support:** At this step, we will have a pre-application conference with the City Planner to confirm the City planning standards and procedures. We'll also have a pre-design meeting with ODOT to verify the Urban Design Concurrence (UDC) documentation. An existing and future traffic operations report will be prepared.

Step 4 –Alternative Review

- **Ad-Hoc Committee Meeting #3:** The draft concept alternatives will be presented to the Ad-Hoc Committee for review and discussion. We will work with the committee to develop a value-based ranking system to help them evaluate the alternatives and provide their initial thoughts.
- **Technical Support:** This is the first-time alternatives will be sketched for the intersection. Kittelson will conduct an Safety Performance Intersection Control Evaluation (ICE) that includes an operational analysis of a no-build build alternatives under weekday existing and future 20-year peak hour traffic.

Step 5 – Gathering Feedback on Alternatives

- **Council Work Session, Traffic Safety Committee (TSC) (in-person & virtual):** The alternatives developed by the Ad-Hoc Committee, along with summaries of the identified issues, will be presented to Council and Traffic Safety for their feedback.
- **Public Open House (in-person & virtual):** A 2nd public open house will be hosted for the community to comment on the alternatives.
- **Individual Meetings:** Meet one-on-one with adjacent owners to discuss the alternatives and potential property impacts.
- **Technical Support:** The virtual open house will be updated to show the alternatives with an online feedback option. The in-person event will show strip map versions of the alternatives and the ranking system developed by the Ad-Hoc committee.

Step 6 – Recommendation

- **Ad-Hoc Committee Meeting #4:** During this meeting the committee will review the comments from Council, TSC, and the public. The alternatives will be reviewed and ranked for by the committee using their evaluation criteria identified in Meeting #3
- **Step 6 – Technical Support:** The traffic study will be updated to include full life-cycle costs and safety performance for the intersection treatment. The full SPICE (Safety, Performance, Intersection Control Evaluation) will be reviewed by the City and ODOT prior to the meeting. A meeting with the State Mobility Advisory Committee may be required if a proposed alternative reduces the lane widths of Highway 240 (a freight route).

Step 7 – Council Request for Approval:

- The preferred alternative and supporting information will be presented to Council for approval.

Step 8 – Additional Ad-Hoc Committee Meeting #5 & Technical Support

- **Ad-Hoc Meeting #5:** If the Council requests additional information Ad-Hoc Meeting #5 meeting will be held to refine the alternative.
- **Technical Support:** The consultant team will adjust the preferred alternative based on Council comments.

Step 9 – Follow-up Council Request for Approval: The refined preferred alternative will be presented to Council providing additional information if requested in Step 7 for approval.

SPECIFIC SCOPE OF SERVICES

Summary of Work

Community involvement, engineering reports and estimates for this project based on the scope of services described herein.

Task 1.0 Project Management and Project Coordination

Task 2.0 Field Investigations and Reports

Task 3.0 Community Involvement Plan

Task 4.0 Alternatives Analysis

Task 5.0 Agency Coordination

The duration of this phase of the project is assumed to be from February 2023 through April 2024.

Subconsultant Roles

JLA: Public Involvement facilitation

CES NW: Topographic and ROW resolution

Clark Land Resources: ROW resolution support (title reports)

3J Consulting: Land Use Planning support

Morgan Holen & Associates: Arborist tree survey/assessment

Schedule: See attached exhibit A

Consultant RESPONSIBILITIES

Task 1.0 *Project Management, Project Coordination, and Project Scheduling*

1.1 Project Management

- Provide the management, coordination, and direction to the project team, City of Newberg, and sub-consultants to complete the project on time and on budget.
- Prepare up to 15 monthly invoices and progress reports.
- Schedule project team meetings and prepare meeting agendas. Distribute Meeting Minutes.

1.2 Project Coordination

The proposed approach to project coordination during design is to hold project meetings with key project team members and representatives from the City of Newberg and others as needed. The Project Management Team (PMT) will direct all meetings and provide direction to the rest of the team as the project progresses. These meetings will have a specific agenda addressing and resolving project issues as they are encountered. It is assumed that 15 coordination meetings (2 hours each) will be

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held during the design phase of the project (15-month time frame). Consultant will provide summary reports for each meeting.

1.3 Project Scheduling

Consultant will prepare a project schedule update at the on-set of concept design development. Quarterly updates will be provided.

Task 1.0 Deliverables:

- *Monthly Summary Reports (15 meetings)*
- *Monthly Invoices and Progress Reports (15-month duration)*

Task 2.0 Field Investigations, Reports, and Studies

2.1 Topographic Survey

Consultant shall complete a topographic survey in English units (International feet) for the project area. Survey will be conducted via a combination of aerial methods and ground survey and will include orthorectified photos with photogrammetric data collection. Ground survey will include utility locate paint and obscured areas to locate features listed below, but not visible in the aerial survey.

Features to be shown include:

- trees three inches or more in diameter (dbh), utilities, utility poles, overhead wires, fences, area lights, culverts, driveways (including width and length), walks, crown line of streets, edge of pavement, ditches, traffic and other permanent signs, and structures as accessible.
- Underground features such as utility line sizes, rim elevations, fuel tanks, wells, septic tanks, and drain fields shall be shown as indicated by surface features and other information including as-built drawings and utility company data. Invert elevations will not be collected with this phase of the project.
- Existing striping shall be located where needed to design the project striping.
- All significant features within survey limits (or up to the face of building, whichever is closer) shall be tied.
- Three (3) oblique drone images along the corridor in coordination with the 3D Visualization task.
- A ortho rectified drone aerial of the project area.

Survey shall reference the network and all mapping to the City approved vertical datum. The Horizontal Datum to be NAD 83(2011) epoch 2010.00 utilizing the Oregon Real Time Network (ORGN). The Horizontal Network shall be resolved using differential Real Time Kinematic (RTK) GPS observations along with Terrestrial ground measurements. The Vertical Datum shall be NAVD 88. A GPS derived elevation shall be utilized using the Oregon Real Time Network. Closed loop Digital differential level measurements shall run through all of the on-site Control.

The project survey limits shall include:

- Main Street: E North Street to W Nicholas Way
 - Full width of Right-of-Way plus 20' outside existing ROW or face of building
 - Next upstream/downstream storm and sanitary manhole
- Illinois Street: Morton Street to Washington Street

- Full width of Right-of-Way plus 20' outside existing ROW or face of building
- Next upstream/downstream storm and sanitary manhole

The field topographic data shall be incorporated into an English topographic survey base map and digital terrain model utilizing AutoCAD Civil 3D. [A](#)

2.2 Horizontal Control and Monument Recovery

Consultant shall:

- Retrace all existing ROW within the project corridor. Consultant shall search survey records on file with Yamhill County, to reestablish existing centerlines of each ROW.
- Research deeds and Record Surveys, including but not limited to property surveys, county road surveys, original county road resolutions, section corner surveys, and Donation Land Claim (DLC) surveys.
- Keep all copies of the research data collected, including but not limited to surveys, deeds, assessors' maps, county road maps, government corner surveys, and horizontal and vertical control data sheets Consultant's Project file. Consultant shall provide all project-related data and records to the City at the end of the project.
- Survey found property corners, property line fences and the existing edges of pavement to establish existing road centerlines and rights-of-way. Consultant shall tie at least one (1) Public Land Survey System (PLSS) corner as necessary to show a relationship to the road centerlines. Consultant shall provide at least one (1) PLSS corner tie for ROW descriptions and the filing of a Record Survey.
- Show adjacent property lines and existing ROW on the Project Base Map using Consultant's ROW retracement. Scale for survey map shall be 1"=40', or as approved. No formal Record of Survey will be filed with this phase of the project.
- Prepare a ROW survey. Show the project centerline and existing centerlines, property owner's name, existing and proposed ROW lines, and proposed permanent and temporary easement lines.

2.3 Arborist Report

Consultant will conduct one site visit to visually assess existing trees (Approximately 25 trees) within the project area and collect tree inventory data including species, diameter, crown radius, general condition, and notable defects. Identify high quality trees (if any) to help inform design alternatives. Coordinate with the design team to discuss potential tree impacts and opportunities for tree protection based on design alternatives. Budget includes one on-site meeting with design team to discuss existing trees based on design alternatives.

Assumes an existing conditions survey will be provided in PDF format prior to the site visit. Visual assessment will be limited to observations made from public rights of way only (no private property access) and trees may not be accessible for physical measurements and not all defects may be visible.

Arborist will prepare memorandum to summarize existing tree conditions and describe potential tree impacts based on proposed intersection alternatives.

Task 2.0 Deliverables:

- *Topographic survey (surface features) (.dwg & .tin)*
- ROW Boundary Survey
- Tree Assessment (.xls)
- Arborist memorandum review of alternatives

Task 3.0 Community Involvement Plan

3.1 Strategy Session

Consultant will prepare a draft Community Engagement Plan (CEP) with project key messages, timeline, and process steps. Consultant will coordinate a Community Involvement Strategy session with key stakeholders to layout and discuss the Draft CEP program and timeline. Consultant will prepare a final CEP following receipt of comments from the key stakeholders, advisory committee, and PMT.

3.2 Advisory Committee

Consultant will assist the City with the identification of potential community members to participate in the Advisory Committee. We assume that five (5) Advisory Committee meetings will be held, aligned with the steps of the project identified above.

3.3 Open Houses – two in-person events.

- The first open house would focus on education about existing conditions, how the community utilizes the intersection, and identifying the community's issues with the current intersection
- The second open house would present the draft alternatives being considered by the Ad-Hoc advisory committee. The intent would be to collect the communities' opinions and thoughts on the alternatives.
- Consultant will prepare post-card invitations for City distribution and posting on City Social media and on-line venues
- Consultant will prepare summaries and compile comments into an memo for both open-houses.

3.4 Online Community Input

Consultant will develop an online open house including:

- Develop a webpage designed to lead the viewer through the project with the ability to jump ahead or navigate back to the start. The webpage shall be designed to allow the user to scroll from top to bottom versus using button links to other pages as this helps lead the viewer through the project versus wandering from page to page. The virtual open house page will contain the following features:
 - Title Screen – The webpage will contain a title screen containing project branding, title, and any contact information.
 - Background – This page will contain text and/or graphics to provide project background.
 - Issues Board – This page will be a map of existing conditions, allowing the public to add comments to identify the issues they have with the intersection.
 - Project Design (active after alternatives are prepared) – Page containing design graphics and visual simulations of the alternatives
 - Public Feedback – Viewers will be able to view the different improvement features and provide feedback by clicking on the map and entering comments and other details in a form.
 - Feedback Trends – Create an infographic page providing summary details from public comments. This page will show the different trends based on the comments made in the map.
 - Contacts – This page will contain contact information if viewers have additional questions.

- The Online Virtual Open House service will be created on and maintained using Kittelson’s web services. Consultant assumes the City will maintain a separate webpage with a link to the Kittelson hosted open house.
- Consultant shall prepare summary memo of comments provided.

3.5 Small Group Outreach

Consultant will attend up to 5 meetings with small groups including; possibly adjacent homeowners, nearby businesses, Chamber of Commerce, home owners associations, or university/school district.

3.6 3D Visualization

Consultant proposes to create a variety of project design visualizations used for communicating the concept alternative designs to the public. The following scope outlines the different visualization products we expect to create to develop a comprehensive project visualization.

3.6.1 3D Modeling and Textures

3D modeling is the foundation for a variety of visualization products. For this project, we will create an existing conditions 3D model and 3 alternative models using a design CAD model. The 3D model will include detailed information along the corridor and up to the neighboring buildings/structures. All 3D modeling beyond the neighboring buildings will be generic shapes used to fill in the background. The 3D model will include the following:

1. Terrain
2. Roadway Surface, Medians, Curb, Gutter, and Sidewalk
3. Neighboring Buildings (buildings will be semi-detailed shapes to represent the building type)
4. Background buildings and terrain (generic shapes)
5. Vegetation/Landscape (realistic trees, bushes, and plants along corridor)
6. Background Trees (generic shapes)
7. Road Signs
8. Streetlights
9. Pedestrians, Bicyclists, and Autos

All 3D features will have detailed textures except for buildings and structures. The buildings and structures will be a gray color to ensure the project focus will be the different project improvements.

3.6.2 Photo Simulation and Animation

The finished 3D model will be used to create a variety of “Before and After” photo simulations at key locations along the corridor. Kittelson will utilize oblique images from a drone to illustrate existing conditions and overlay of the different alternatives. We expect to produce up to 3 separate photo simulation locations for each scenario. The locations will be consistent for each scenario to easily compare the different alternatives.

Animation will be used to demonstrate the project design and activity along the corridor. We will create a 2-to-3-minute video showing automobiles, pedestrians, and bicyclists in motion and properly interacting along the corridor or at intersections. The camera view will start overhead showing the project extents and fly towards one of the intersections and begin a low flight over the corridor to the ending intersection. Depending on the agreed story and message for the video, the camera may slow or pause at locations to demonstrate key improvements, safety, and other alternative benefits.

3.6.3 Video Production

Consultant will develop a final video for public consumption containing the animation, drone footage, information graphics, and narration. The video will be saved in a common video format that supports web technology.

Task 3.0 Deliverables:

- *Strategy/Community Engagement Plan Document*
- *Initial web content/key messages*
- *Advisory Committee Meetings Agendas and Facilitation*
- *Open House Plans, Print-ready invitations and Meeting Summaries (2)*
- *Graphics for City hosted static website*
- *Online Open House Survey Instrument and Summary (2)*
- *PowerPoint Presentations, Boards & Print Ready Graphics*
- *Project Graphics (Strip Map, typical section board, 3D visualizations, timeline)*

Task 4.0 Alternatives Analysis

4.1 Traffic Data Collection

Given that traffic patterns change in the summer months due to high use of Jaquith Park, two sets of traffic counts will be utilized. The first counts will be collected in March (2 weeks from NTP). The additional counts will be collected in May or June when weekend use is peaking. Intersection counts shall be collected at the following intersections:

- Illinois & College
- Illinois & Washington
- Illinois & Main
- Hwy 240 & Main
- Main & Pinehurst
- Main & Columbia
- Hwy 240 & North St

Consultant shall:

- Obtain or collect weekday morning (7-9 AM), and weekday evening (4-6 PM) and weekend midday peak period turning movement traffic counts for the study intersections. Intersection counts shall include bikes, pedestrians, and truck percent.
- Obtain or collect weekday and weekend 24-hour bi-directional tube counts along Main Street, Illinois, and Highway 240. The tube count will include hourly traffic volumes, vehicle classifications, and travel speeds.
- Obtain and review travel demand forecasts within the project area from the City. Estimate future year weekday AM and PM peak hour traffic volumes at the intersection.
- Obtain the five (5) most recent years of crash data at the intersections noted below and their approaches.

4.2 Traffic Alternatives Analysis

Consultant shall prepare a traffic analysis to support the City's selection of intersection control for the N Main Street/Illinois Street intersection. Capacity analysis will be based on current *Highway Capacity Manual* ("HCM") methodology and will evaluate traffic conditions during the weekday AM peak hour, weekday PM peak hour, and weekend peak hour. Services will include:

- Conduct traffic analysis for existing traffic conditions at the study intersections.
- Conduct traffic analysis for future no-build traffic conditions at the study intersections.
- Conduct analysis of *Manual on Uniform Traffic Control Devices* (MUTCD) signal warrants at the project intersection based on current traffic conditions.
- Conduct a level-of-service and queuing analysis of future weekday AM and PM peak hour conditions to determine recommended lane configurations, and storage length needs at the project intersection for the following alternatives:
 - Signalized Intersection, with a potential side-street realignment of Main and/or Illinois.
 - Side-Street Two-Way Stop-Controlled with additional turn lanes.
 - Roundabout.
- Evaluate potential rerouting of traffic volumes at surrounding study intersections that may result from turn restrictions or road realignment at the project intersection. Reassign traffic, as needed, and conduct updated level-of-service analysis at all affected study intersections under each of the proposed build alternatives.
- Compile information needed for the Intersection Control Evaluation.
- Prepare a summary technical memorandum describing the key findings and recommendations from an operational perspective.

4.3 Safety Performance Analysis

Consultant will prepare a Safety Performance Analysis to support the selection of intersection control and layout for the project intersection. Safety analysis will be based on the current *Highway Safety Manual* (HSM) Methodology. Consultant will evaluate historic crash data to identify trends or patterns in type or severity of the crashes, identify the trends related to the primary contributing factors and inform the design considerations. Analysis will include:

- Predicted crash frequency and severity of each intersection alternative at the N Main Street/Illinois Street intersection.
- Safety analysis of each intersection alternative compared to each other.
- Summarize safety performance analysis to be incorporated into the Intersection Control Evaluation

Report.

4.4 Alternatives Preliminary Design

Consultant shall prepare preliminary plans in AutoCAD and construction cost estimates for the developed alternatives. Alternatives to advance into concept will be determined by the Ad-Hoc committee. For budgeting purposes, consultant assumes 3 intersection alternatives will be prepared: Signalized, with and without side-street realignment, and a roundabout.

4.4.1 Intersection Concept Design

Consultant shall develop each alternative to concept-level design sufficient to establish construction limits, quantities, and major construction activities. Each alternative shall have horizontal layout developed that meets minimum design standards. Consultant shall prepare a drawing stamped “preliminary” in AutoCAD for each alternative. Geometric design elements that do not meet design standards shall be identified as needing a design exception.

4.4.2 Intersection Performance Analysis

Consultant shall analyze each alternative and determine the potential benefits and impacts associated with construction of the proposed alternative. Potential benefits and impacts to be considered include but are not limited to: right of way, intersection capacity, access, safety, pedestrian crossing treatments, bicycle treatments, utilities, permitting, and environmental impacts.

4.4.3 Intersection Construction Estimates

Consultant shall prepare a planning-level construction cost estimate for each alternative that includes the major construction items and quantities that can be identified at this level of design detail.

4.5 Intersection Alternative Evaluation Report

This task will combine and summarize the work completed for Tasks 4.1 through 4.4 and summarize the public engagement for the project intersection. Consultant shall prepare draft and final report summarizing the community engagement, alternatives analysis, agency requirements, and the recommended intersection treatment.

Task 4.0 Deliverables:

- *Draft and final traffic analysis technical analysis memorandum*
- *Intersection Alternative Evaluation report, draft and final (.pdf)*
- *Concept Drawing Strip Maps (3) (.pdf)*
-

Task 5.0 Agency Coordination

5.1 ODOT Coordination

Consultant shall provide concept-level coordination with the City and ODOT regarding the project and the impacts on ODOT right-of-way along Highway 240. This work shall include a conceptual options analysis (completed in task 4), meetings with ODOT personnel to review the project analysis, and determine what approvals and permits are necessary to implement the City’s the preferred intersection configuration. At the completion of this task, the preferred alternative for the project intersection will be determined and

will inform the subsequent design development. ODOT Mobility Advisory Committee preparation and presentations are completed by the City if required.

- Meet with City Staff and refine the draft options analysis based on City comments for subsequent ODOT coordination and Intersection Control Evaluation. Three (3), one-hour meetings are assumed with up to three (3) consultant staff in attendance.
- Meet with ODOT and City personnel to review project scope, permits required and approval processes. One (1), two-hour “Early Guidance” meeting is assumed with up to three (3) consultant staff in attendance.

5.2 Newberg Planning Coordination

Consultant shall prepare for and attend a preapplication meeting with Newberg Planning to identify issues that may require planning approval and/or impact project cost or schedule.

5.0 Consultant Deliverables and Schedule

Consultant shall provide to Agency:

- *A summary of permits identified by ODOT personnel.*
- *Meeting minutes from ODOT coordination, calls and meetings (3 meetings)*
- *Preapplication Newberg Planning Meeting application, summary, and attendance*

REIMBURSABLE EXPENSES

The reimbursable budget estimate is based on our experience with this project type and the governing agencies. It is an estimate only. Additional budget may be necessary to complete the project.

Customary reimbursable expenses mean the actual expense incurred in direct connection with the project. Vehicle mileage is reimbursed at the current Internal Revenue Service (IRS) rate for project related travel.

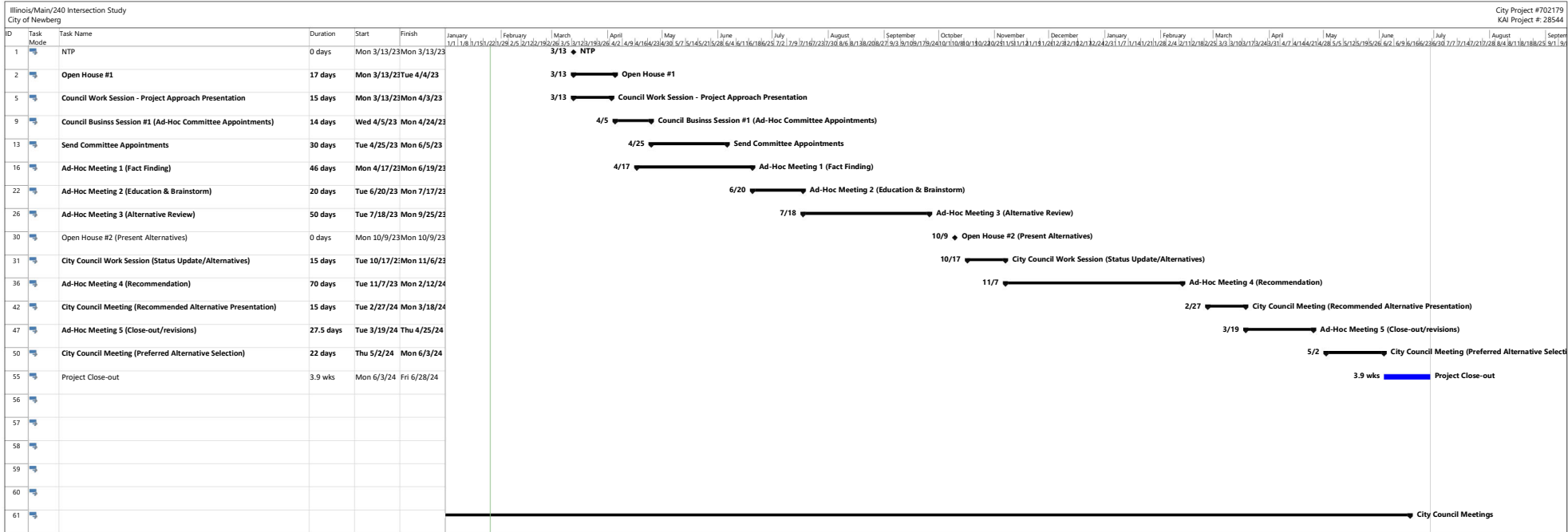
The following project related expenses are reimbursed at cost:

- External Reproduction Services
- Travel Expenses, other than private vehicle mileage
- Express Postage
- Other Direct Expenses (survey filing fees; project specific supplies, etc.)

CITY’S RESPONSIBILITIES

The City will:

1. Coordinate the relationship with adjacent property owners and with the general public.
2. Provide City standard drawings and details when possible.
3. Provide available as-built CAD files of recent construction projects.
4. Maintain and manage the public involvement mailing list and project press releases.
5. Distribute Consultant deliverables to other City and ODOT staff as needed for review and compile all City review comments.



E Main St at E Illinois Street Intersection Study (702179)
City of Newberg
PROFESSIONAL SERVICES - HOURLY BREAKDOWN
January 26, 2023
Kittelson & Associates
Fee Summary

Task		KAI Totals	JLA See attached breakdown	CESNW See attached breakdown	Clark Land Resources See attached breakdown	3J Consulting See attached breakdown	Morgan Holen & Associates See attached breakdown	Total
		TOTALS						
Task 1.0 Project Management, Project Coordination, and Project Scheduling								
1.1	Contract Administration	\$8,910.00						\$8,910.00
1.2	Project Coordination, Communication & Team Meetings	\$19,000.00	\$9,385.04	\$1,200.00	\$900.00	\$552.00		\$31,037.04
1.3	Project Scheduling	\$1,620.00						\$1,620.00
	Total Hours	129.00						
	Labor Cost	\$29,530.00	\$9,385.04	\$1,200.00	\$900.00	\$552.00	\$0.00	\$41,567.04
	Total Cost This Task	\$29,530.00	\$9,385.04	\$1,200.00	\$900.00	\$552.00	\$0.00	\$41,567.04
Task 2.0 Field Investigations, Reports, and Studies								
2.1	Topographic Survey	\$410.00		\$41,200.00				\$41,610.00
2.2	Horizontal Control & Monument Recovery	\$0.00		\$15,600.00	\$8,100.00			\$23,700.00
2.3	Arborist Study	\$475.00					\$3,960.00	\$4,435.00
	Total Hours	4.00						
	Labor Cost	\$885.00	\$0.00	\$56,800.00	\$8,100.00	\$0.00	\$3,960.00	\$69,745.00
	Total Cost This Task	\$885.00	\$0.00	\$56,800.00	\$8,100.00	\$0.00	\$3,960.00	\$69,745.00
Task 3.0 Public Involvement								
3.1	Strategy Session	\$3,390.00	\$4,337.54					\$7,727.54
3.2	Advisory Committee Meetings	\$9,500.00	\$13,797.84			\$1,104.00		\$24,401.84
3.3	Open House (2)	\$11,600.00	\$11,429.38					\$23,029.38
3.4	Online Open House (2)	\$11,440.00	\$2,338.02					\$13,778.02
3.5	Small Group Outreach	\$5,400.00	\$3,627.54					\$9,027.54
3.6	3D Visualization							
3.6.1	3D Modeling & Texturing	\$16,540.00						\$16,540.00
3.6.2	Photo Simulation & Animation	\$9,420.00						\$9,420.00
3.6.3	Video Production	\$6,460.00						\$6,460.00
	Total Hours	374.00						
	Labor Cost	\$73,750.00	\$35,530.32	\$0.00	\$0.00	\$1,104.00	\$0.00	\$110,384.32
	Total Cost This Task	\$73,750.00	\$35,530.32	\$0.00	\$0.00	\$1,104.00	\$0.00	\$110,384.32
Task 4.0 Alternatives Analysis								
4.1	Traffic Data Collection	\$6,320.00						\$6,320.00
4.2	Traffic Alternatives Analysis	\$43,800.00						\$43,800.00
4.3	Safety Performance Analysis	\$14,880.00						\$14,880.00
4.4	Alternative Preliminary Design							
4.4.1	Intersection Concept Design	\$40,240.00						\$40,240.00
4.4.2	Intersection Performance Analysis	\$12,720.00						\$12,720.00
4.4.3	Intersection Construction Estimates	\$9,030.00						\$9,030.00
4.5	Intersection Alternative Evaluation Report	\$5,520.00						\$5,520.00
	Total Hours	688.00						
	Labor Cost	\$132,510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132,510.00
	Total Cost This Task	\$132,510.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$132,510.00
Task 5.0 Agency Coordination								
5.1	ODOT Coordination	\$12,300.00						\$12,300.00
5.2	Newberg Planning Coordination	\$1,620.00				\$1,104.00		\$2,724.00
	Total Hours	62.00						
	Labor Cost	\$13,920.00	\$0.00	\$0.00	\$0.00	\$1,104.00	\$0.00	\$15,024.00
	Total Cost This Task	\$13,920.00	\$0.00	\$0.00	\$0.00	\$1,104.00	\$0.00	\$15,024.00
PROJECT SUMMARY								
	Total Project Hours	1,257.0	283.0	374.0	40.0	20.0	24.0	1,998.0
	Total Salary Cost	\$250,595.00	\$44,915.36	\$58,000.00	\$9,000.00	\$2,760.00	\$3,960.00	\$369,230.36
	Reimbursables Subtotal	\$20,612.00	\$322.00	\$830.00	\$8,400.00	\$32.75	\$39.30	\$30,236.05
	Total Fee	\$271,207.00	\$45,237.36	\$58,830.00	\$17,400.00	\$2,792.75	\$3,999.30	\$399,466.41
PROJECT TOTAL		\$ 271,207.00						\$399,466.41

Fee Summary

KAI Master

E Main St at E Illinois Street Intersection Study (702179)

City of Newberg

PROFESSIONAL SERVICES - HOURLY BREAKDOWN

JLA

January 26, 2023

Fee Summary

	\$ 201.53	\$ 188.14	\$ 135.59	\$ 123.43	\$ 103.11	\$ 110.32	
Task	Senior Associate1	Senior Strategist	PI 4	PI 3	PI 2	Admin 4	JLA Totals
	Kibler	Schmoldt	Cools	Walters	Zurcher	Yan	TOTALS
Task 1.0 Project Management, Project Coordination, and Project Scheduling							
1.2 Project Coord. & Team Meetings	40.00					12.00	\$9,385.04
Total Hours	40.00	0.00	0.00	0.00	0.00	12.00	52.00
Labor Cost	\$8,061.20	\$0.00	\$0.00	\$0.00	\$0.00	\$1,323.84	\$9,385.04
Total Cost This Task	\$8,061.20	\$0.00	\$0.00	\$0.00	\$0.00	\$1,323.84	\$9,385.04
Task 3.0 Public Involvement							
3.1 Strategy Session	12.00	1.00		4.00	12.00		\$4,337.54
3.2 Advisory Committee Meetings	48.00				40.00		\$13,797.84
3.3 Open House (2)	16.00	2.00	24.00	12.00	30.00		\$11,429.38
3.4 Online Open House (2)	6.00	6.00					\$2,338.02
3.5 Small Group Outreach	18.00						\$3,627.54
Total Hours	100.00	9.00	24.00	16.00	82.00	0.00	231.00
Labor Cost	\$20,153.00	\$1,693.26	\$3,254.16	\$1,974.88	\$8,455.02	\$0.00	\$35,530.32
Total Cost This Task	\$20,153.00	\$1,693.26	\$3,254.16	\$1,974.88	\$8,455.02	\$0.00	\$35,530.32
PROJECT SUMMARY							
Total Project Hours	140.0	9.0	24.0	16.0	82.0	12.0	283.0
Total Salary Cost	\$28,214.20	\$1,693.26	\$3,254.16	\$1,974.88	\$8,455.02	\$1,323.84	\$44,915.36
Reimbursables Subtotal							\$322.00
Total Fee	\$28,214.20	\$1,693.26	\$3,254.16	\$1,974.88	\$8,455.02	\$1,323.84	\$45,237.36
PROJECT TOTAL							\$ 45,237.36

E Main St at E Illinois Street Intersection Study (702179)

City of Newberg

PROFESSIONAL SERVICES - HOURLY BREAKDOWN

CESNW

January 26, 2023

Fee Summary

	\$ 200.00	\$ 150.00	\$ 100.00	\$ 200.00	
Task	Principal Anthony Weller	Survey Manager Paul Kohn	Survey Tech Jese Heldstab	Survey Crew 2-Person Crew	CES Totals TOTALS
Task 1.0 Project Management, Project Coordination, and Project Scheduling					
1.2 Project Coord. & Team Meetings	6.00				\$1,200.00
Total Hours	6.00	0.00	0.00	0.00	6.00
Labor Cost	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
Total Cost This Task	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
Task 2.0 Field Investigations, Reports, and Studies					
2.1 Topographic Survey		16.00	118.00	135.00	\$41,200.00
2.2 Horizontal Control, PreCon ROS		34.00	25.00	40.00	\$15,600.00
Total Hours	0.00	50.00	143.00	175.00	368.00
Labor Cost	\$0.00	\$7,500.00	\$14,300.00	\$35,000.00	\$56,800.00
Total Cost This Task	\$0.00	\$7,500.00	\$14,300.00	\$35,000.00	\$56,800.00
PROJECT SUMMARY					
Total Project Hours	6.0	50.0	143.0	175.0	374.0
Total Salary Cost	\$1,200.00	\$7,500.00	\$14,300.00	\$35,000.00	\$58,000.00
Reimbursables Subtotal					\$830.00
Total Fee	\$1,200.00	\$7,500.00	\$14,300.00	\$35,000.00	\$58,830.00
PROJECT TOTAL					\$ 58,830.00

E Main St at E Illinois Street Intersection Study (702179)

City of Newberg

PROFESSIONAL SERVICES - HOURLY BREAKDOWN

MHA, 3J, CLR

January 26, 2023

Fee Summary

	Morgan Holen & Associates	3J Consulting	Clark Land Resources	
	\$ 165.00	\$ 138.00	\$ 225.00	
Task	Consulting Arborist	Senior Planner Mercedes Serra	Project Manager Steve Fox	MHA, 3J, CLR Totals
	Morgan Holen			TOTALS
Task 1.0 Project Management, Project Coordination, and Project Scheduling				
1.2 Project Coord. & Team Meetings		4.00	4.00	\$1,452.00
Total Hours	0.00	4.00	4.00	8.00
Labor Cost	\$0.00	\$552.00	\$900.00	\$1,452.00
Total Cost This Task	\$0.00	\$552.00	\$900.00	\$1,452.00
Task 2.0 Field Investigations, Reports, and Studies				
2.2 Horizontal Control, PreCon ROS			36.00	\$8,100.00
2.3 Arborist Study	24.00			\$3,960.00
Total Hours	24.00	0.00	36.00	60.00
Labor Cost	\$3,960.00	\$0.00	\$8,100.00	\$12,060.00
Total Cost This Task	\$3,960.00	\$0.00	\$8,100.00	\$12,060.00
Task 3.0 Public Involvement				
3.2 Advisory Committee Meetings		8.00		\$1,104.00
Total Hours	0.00	8.00	0.00	8.00
Labor Cost	\$0.00	\$1,104.00	\$0.00	\$1,104.00
Total Cost This Task	\$0.00	\$1,104.00	\$0.00	\$1,104.00
Task 5.0 Agency Coordination				
5.2 Newberg Planning Coordination		8.00		\$1,104.00
Total Hours	0.00	8.00	0.00	8.00
Labor Cost	\$0.00	\$1,104.00	\$0.00	\$1,104.00
Total Cost This Task	\$0.00	\$1,104.00	\$0.00	\$1,104.00
PROJECT SUMMARY				
Total Project Hours	24.0	20.0	40.0	84.0
Total Salary Cost	\$3,960.00	\$2,760.00	\$9,000.00	\$15,720.00
Reimbursables Subtotal	\$39.30	\$32.75	\$8,400.00	\$8,472.05
Total Fee	\$3,960.00	\$2,760.00	\$9,000.00	\$24,192.05
PROJECT TOTAL	\$3,999.30	\$2,792.75	\$17,400.00	\$ 24,192.05

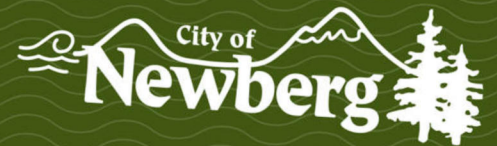
E Main St at E Illinois Street Intersection Study (702179)			
Reimbursable Estimate			
Description	Firm	Basis of Estimate	Total
Task 2 - Field Investigations, Reports, and Studies			\$ 9,269.30
Preliminary Title Reports	CLR	\$350 each x 24	\$ 8,400.00
Mileage	MHA	2 site visits, 30 mile RT each	\$ 39.30
2.1 Ortho Rectified Photo processinf	CES	vendor estimate	\$ 300.00
2.2 Filing & Mylar Prints`	CES	Estimated	\$ 530.00
Task 3 - Public Involvement			\$ 1,334.00
Mileage	JLA	5 Ad-Hoc, 3 small group, 50 mile RT	\$ 262.00
Mileage	KAI	6 Ad-Hoc, 3 small group, 50 mile RT	\$ 262.00
Printing	KAI	Strip Maps - Estimated	\$ 750.00
Packaged refreshments (water/granola bars)	JLA	2 Open Houses; water, granola bars	\$ 60.00
Task 4- Preliminary Design			\$ 19,632.75
Traffic Counts	KAI	Subcontractor Estimate from Quality Counts	\$ 19,600.00
Mileage	3J	1 Preapp meeting, 50 mile RT	\$ 32.75
Total			\$ 30,236.05
Mileage Rate		\$ 0.655	

N Main at Illinois Intersection Study

Resolution 2023-3860

City of Newberg City Council Meeting

June 20, 2023





N Main at Illinois Intersection Study

- **Project I-14 in the current Transportation System Plan (TSP).**
- **This intersection has had a history of collisions, close calls and mobility concerns**
- **One of the highest priority safety issue locations noted by the Traffic Safety Commission.**
- **N Main Street (Highway 240), E Illinois Street and W Illinois Street are Local Freight Routes identified in the Transportation System Plan (TSP).**

This multi-jurisdictional highway intersection was realigned from a skewed angle to a 90-degree intersection in 2006, forcing traffic to slow down prior to making a right turn onto to City streets.

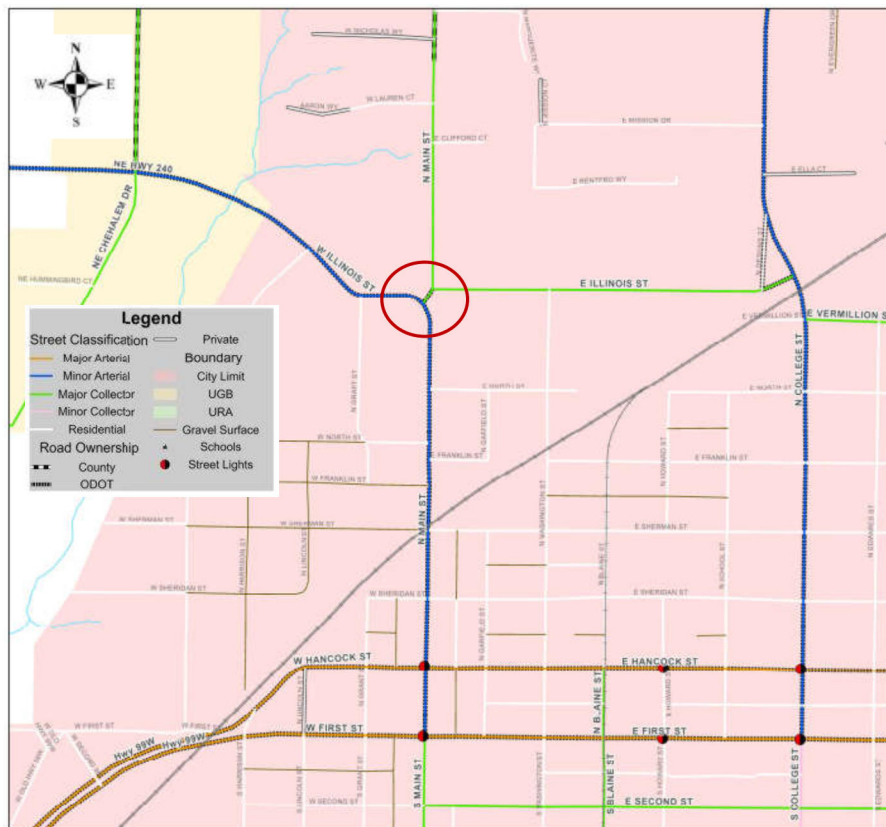
2006 Aerial



2023 Aerial



Project Vicinity Map and Study Area



The study area for this project is the intersection of the following four collector and arterial street segments:

- N Main Street, Major Collector north of Illinois Street, City of Newberg jurisdiction
- N Main Street (Highway 240), Minor Arterial south of Illinois Street, ODOT jurisdiction
- W Illinois Street (Highway 240), Minor Arterial west of N Main Street, ODOT jurisdiction
- E Illinois Street, Major Collector east of N Main Street, City of Newberg jurisdiction

Project Goal



- Perform a special study to:**
- **Determine appropriate community supported intersection improvements that address safety and mobility needs. Including:**
 - **Meeting ADA requirements.**
 - **Addressing bicycle movements.**
 - **Coordinating with ODOT.**

- **Identify and confirm issues and constraints.**
 - **Prior to developing or presenting any alternatives for improvements at this location.**
- **Identify a community supported preferred alternative.**
 - **Through public outreach, public involvement and the application of engineering principles.**



Community Involvement Plan



- **Ad-Hoc Committee**
 - **Primary approach to arrive at a community supported intersection improvement.**
 - **Proposed to consist of residents, businesses, commuters, first responders, and institutions.**
 - **The City's Project manager and the consultant will work with the Mayor on the creation of the proposed Ad-Hoc Committee.**

- **Public outreach for this project is also expected to include a Community Involvement Plan that will be updated throughout the process.**
- **Steps anticipated for community involvement include:**
 - **Two Open Houses**
 - **Four to Five Ad-Hoc Committee meetings**
 - **Four to Five City Council presentations**



N Main at Illinois Intersection Study



- It is anticipated that selection of a community supported preferred alternative would be completed by the end of 2024.
- This project does not include preparation of construction documents or construction of any improvements or right-of-way acquisition.
- Conceptual plans and preliminary estimates for a preferred alternative would be useful for pursuing grant opportunities for a future project or projects.
- A future project, or projects, would require coordination and permitting with ODOT.

N Main at Illinois Intersection Study

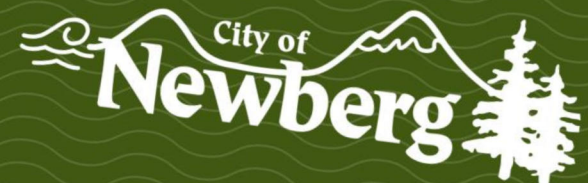
Recommendation: Adopt Resolution No. 2023-3860.

An aerial photograph of a suburban neighborhood. The image shows a grid of streets with houses, trees, and parked cars. A road intersection is visible in the center-left. The overall tone is dark and somewhat muted.

Questions?

Springbrook Master Plan Briefing

City Council
June 20, 2023

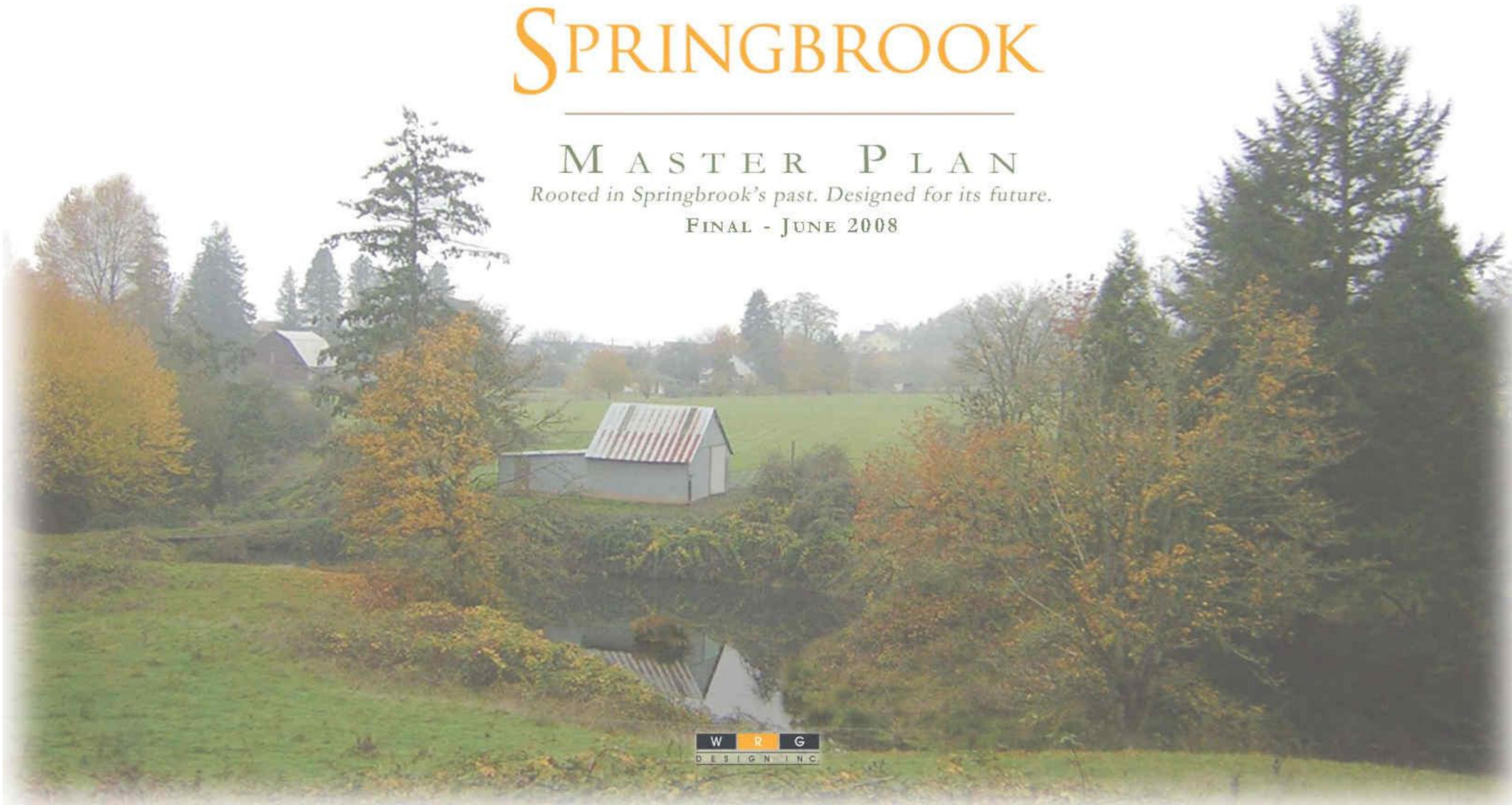


SPRINGBROOK

MASTER PLAN

Rooted in Springbrook's past. Designed for its future.

FINAL - JUNE 2008



INTRODUCTION

The Springbrook Master Plan is the result of many years of dreaming and studying the 450-acre Springbrook property, located in northern Newberg. This plan has been developed for Springbrook Properties, owned by Joan and Ken Austin, with members of the Austin family, a team of expert consultants and in close coordination with the City of Newberg and its citizens. The plan has been created in an effort to realize the personal vision of Joan Austin, and members of the Austin family, to revive the spirit of the historic Springbrook community and to create a special place within the City of Newberg.

PURPOSE

The Springbrook Master Plan is intended to provide the framework for future development to occur that is consistent with the *Proposed Conceptual Master Plan* (pg. 29) for the property. The Master Plan functions in concert with the Springbrook Development Agreement and the City of Newberg's Development Code, primarily the provisions set forth in Sections 151.25 through 151.30, Springbrook District which provides a "roadmap" for the land use processes and criteria applicable to future development of the site.

OVERVIEW

The Springbrook Master Plan has been designed to provide information regarding the property and the details of the proposed development plan for the site. This information encompasses background research of the existing site conditions including an investigation of existing utilities, infrastructure, land uses, natural resources and a survey of the property's legal boundaries and topography. A special effort has been made to research the historical significance of the site and reflect this history in the design and spirit of the development. The Springbrook Master Plan also presents the vision and goals for the property, as well as proposed land uses and detailed development plans for community theming features, parks and pedestrian systems, infrastructure improvements and utility system plans. Most of the details in the document are provided for information purposes only. They represent the vision and goals for the property, but many are conceptual at this time. The detailed requirements included in the *Development Standards Matrix* on pages 42-44 are the only binding requirements within this plan.

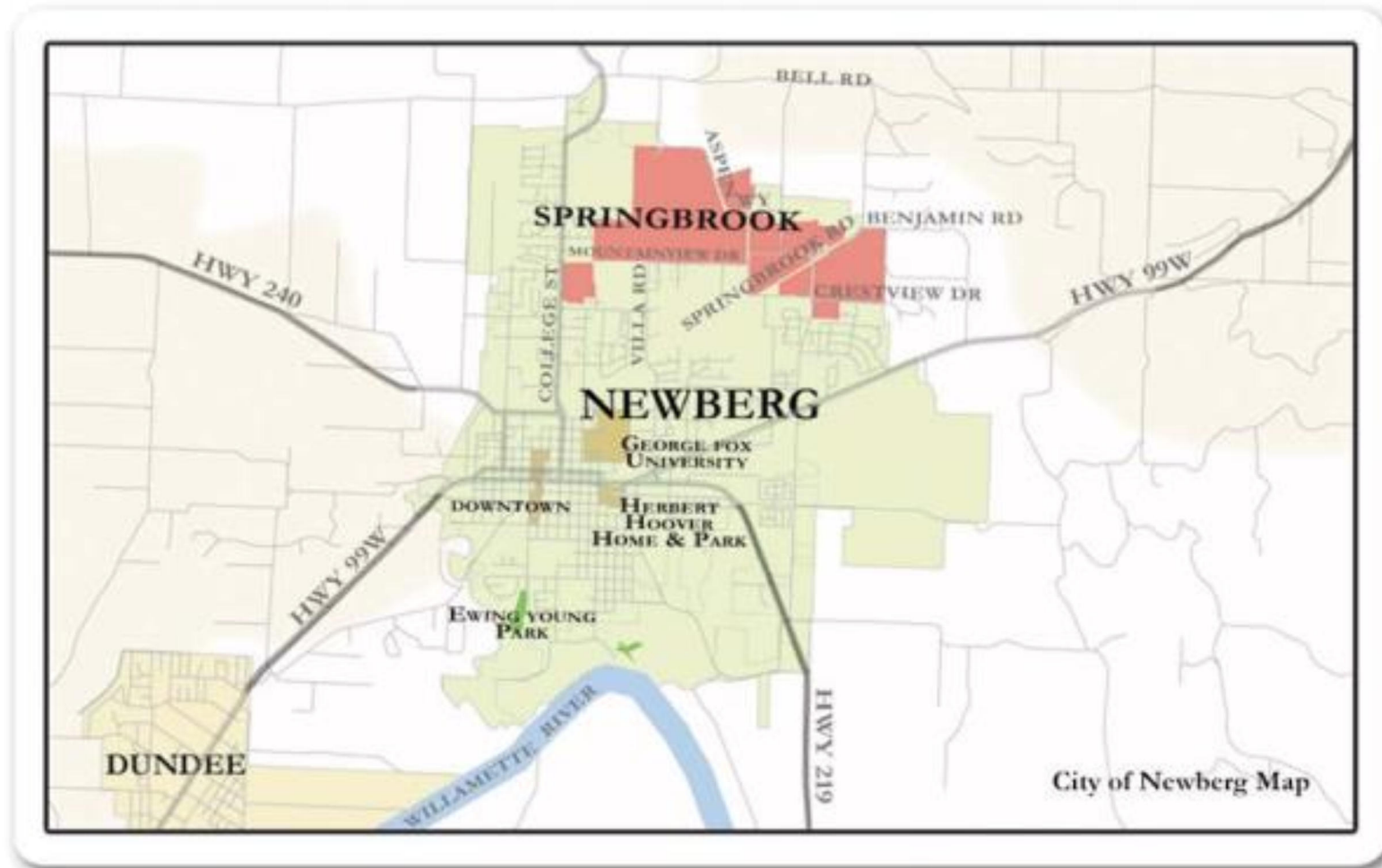
THE VISION

Joan Austin has been purchasing property in northern Newberg near the campus of A-dec – which she owns with her husband Ken Austin – for over 35 years. Over time, she began to see that this property presented an opportunity to build upon the assets of her beloved town of Newberg and create a special place within the community where people could live, work and play.

She imagined a luxury inn on the hillside looking down over a revived Springbrook village, in the historic Springbrook community location. The village could provide a vibrant focal point for people to gather, shop, dine, watch artists at work, attend a concert in a village green or stroll through a farmer's market. A renovated school building and a new church constructed in the spirit of the community's historic church would provide an important connection to the past while welcoming the future. Centered around the village, she envisioned a variety of well-designed neighborhoods, connected by walking and biking paths and neighborhood parks.

It is this vision that the family has and will continue to work tirelessly to fulfill. The Master Plan document is an important piece in their effort to turn their vision into reality.

LOCATION



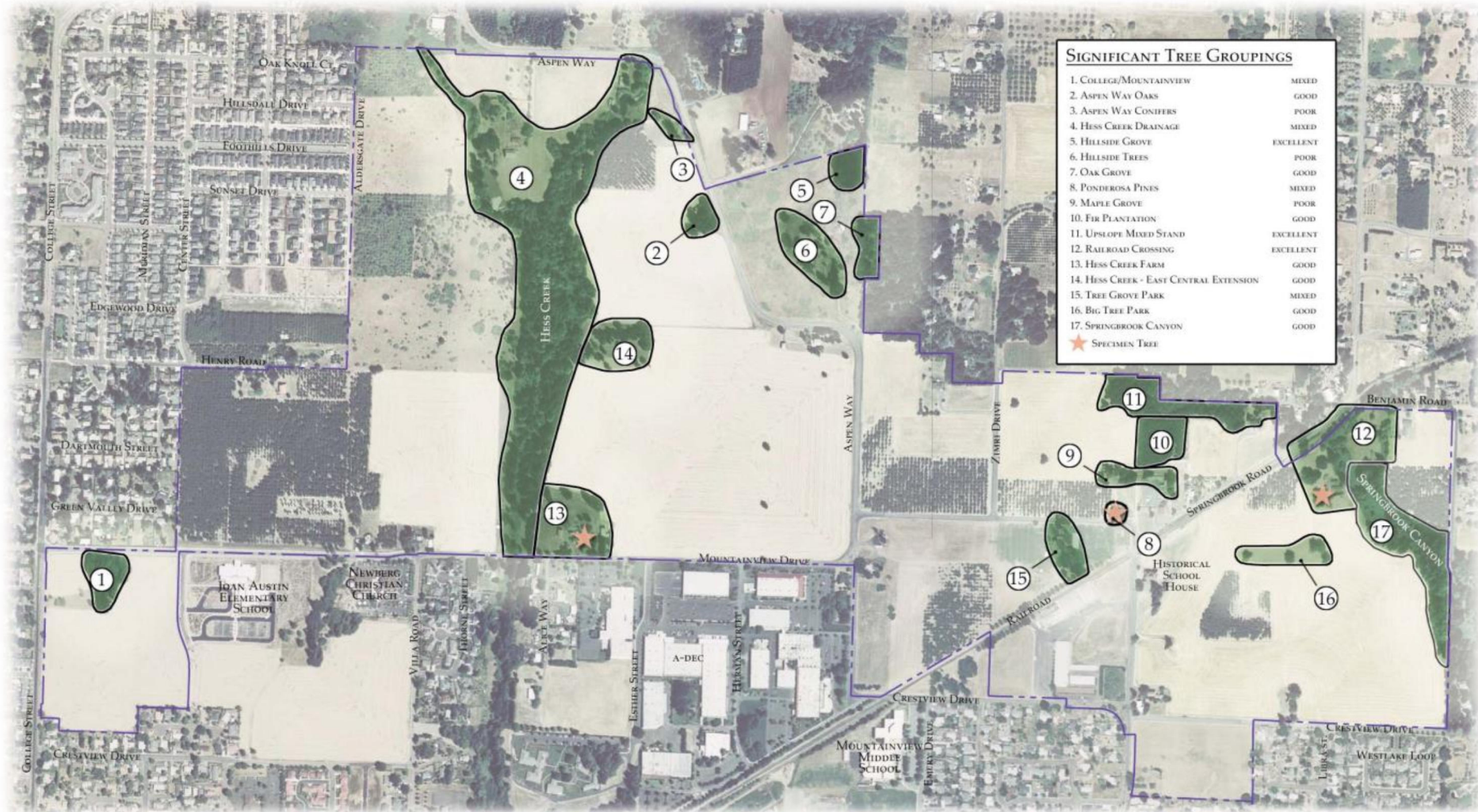
TOPOGRAPHY

The property mostly contains relatively flat agricultural lands. However, steeper forested areas as well as steep slopes are associated with the two natural drainage corridors. The general topography of the area is characterized as sloping from high points in the north down to low points in the south. A high point of approximately 450 feet above mean sea level (msl) exists north of Aspen Way, nearly centered in the middle of the proposed development, and a low point of 180 feet above msl exists north of Mountainview Drive at Hess Creek. Aside from the two drainageways, there are two topographical features that are prominent on the landscape. There is a knoll in the northeast quadrant of the site located north of the railroad, west of Springbrook Road and East of Zimri Drive. This area rises from approximately 260 feet msl to a height of approximately 340 feet msl. The second feature is a ridge that rises from Hess Creek to the northeast beginning at an elevation of approximately 240 feet msl rising to approximately 450 feet msl.

EXISTING CONDITIONS



TREE RECONNAISSANCE MAP



GOALS & OBJECTIVES

- Revive Springbrook as a community gathering place
- Establish a village center as a focal point
- Respect Springbrook community history
- Preserve the historic Springbrook school building
- Reflect the connection to agriculture and wine country
- Create a strong neighborhood character
- Integrate project design with surrounding neighborhoods
- Preserve natural features and significant tree canopies
- Create multi-use trails for pedestrians and bicyclists
- Provide open space areas and community parks
- Create distinctive neighborhoods, offering a variety of housing types
- Encourage high quality architectural character
- Feature an inn, restaurant and spa
- Create employment opportunities

PARKS & OPEN SPACE

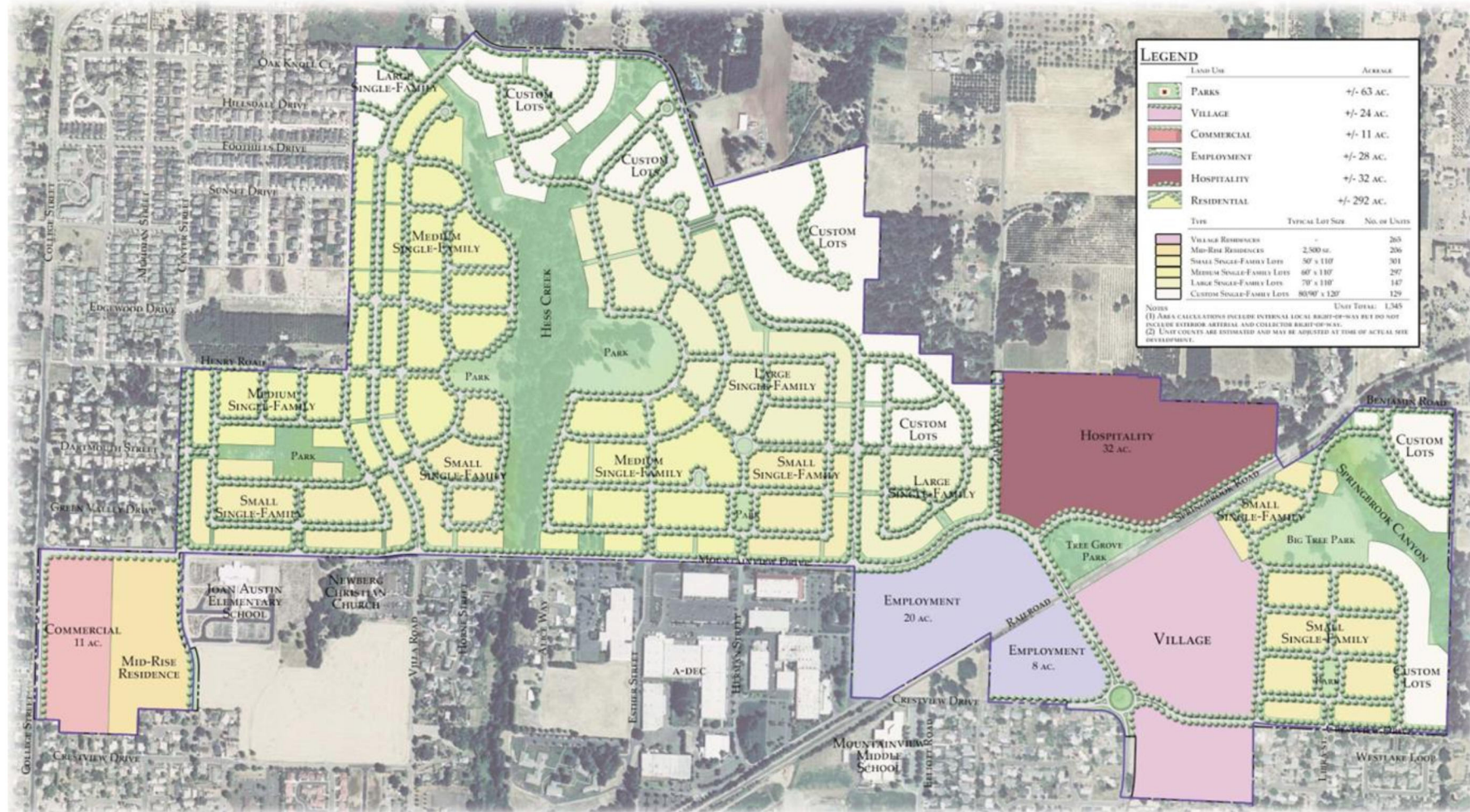
Almost 50-acres of active and passive use parks are provided throughout the property. These parks and open spaces have been designed around natural areas, significant trees or tree groves, or located in order to provide recreational opportunities in close proximity to neighborhoods. A network of pedestrian routes and trails connect neighborhoods and parks with the village center and other destination points within the site and on surrounding properties. The trails provided within the Hess Creek and Springbrook Canyon areas will contain a pervious material appropriate for this area. The remaining pedestrian network will be constructed of wide, hard-surfaced pathways flanked by landscaping and street trees.

VILLAGE CENTER

The design for the Village Center is schematic at this point in the development process. A detailed study of this area will be conducted which will result in a refined plan designed to create the vibrant gathering place envisioned by the Austin family. It will contain shops, restaurants, a village green for gathering and community events, and is anticipated to include the renovation of the existing school. The Village will be surrounded by higher density housing which will provide an intensity and vibrancy suitable for the community's core



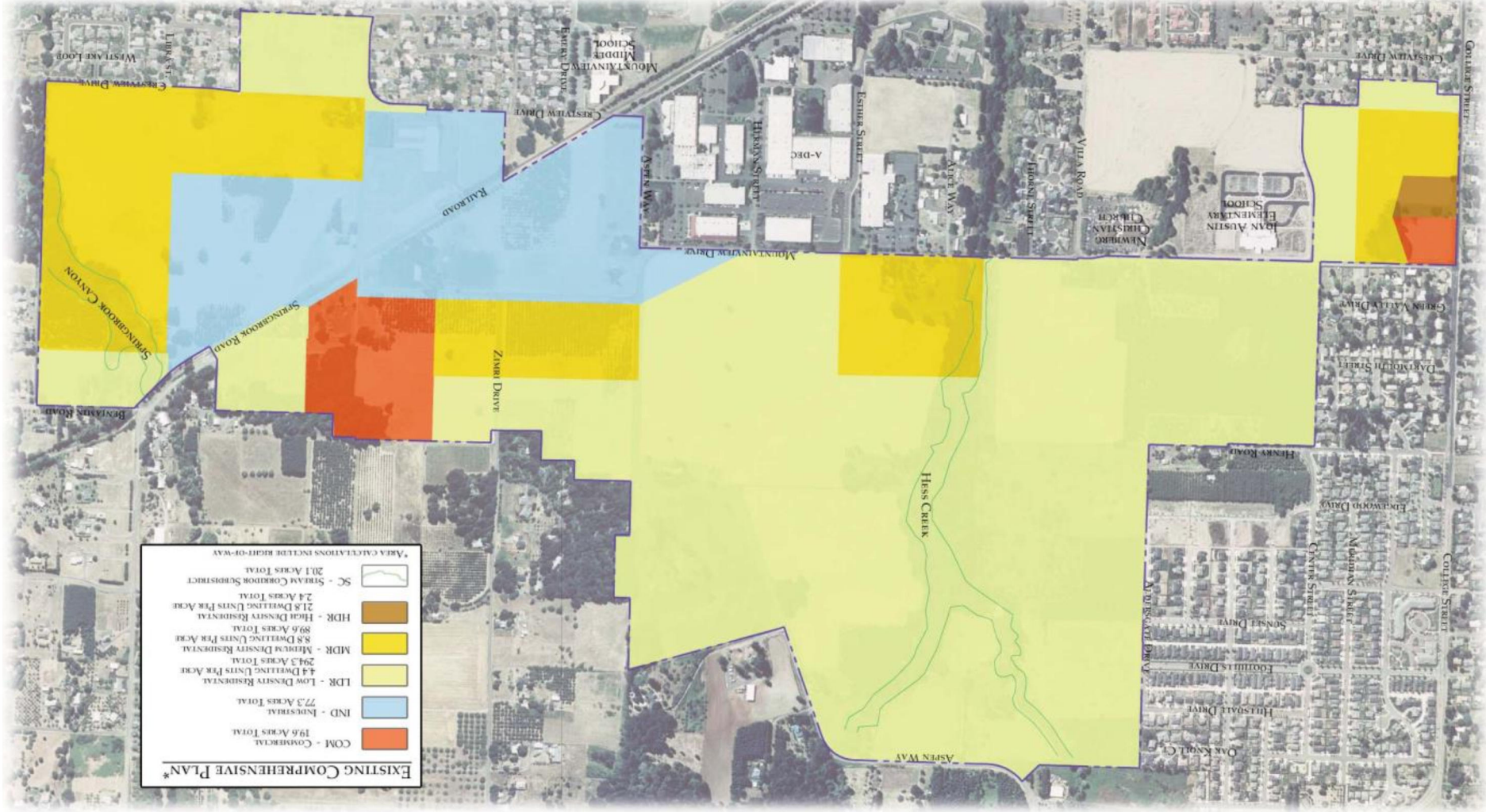
PROPOSED CONCEPTAL MASTER PLAN



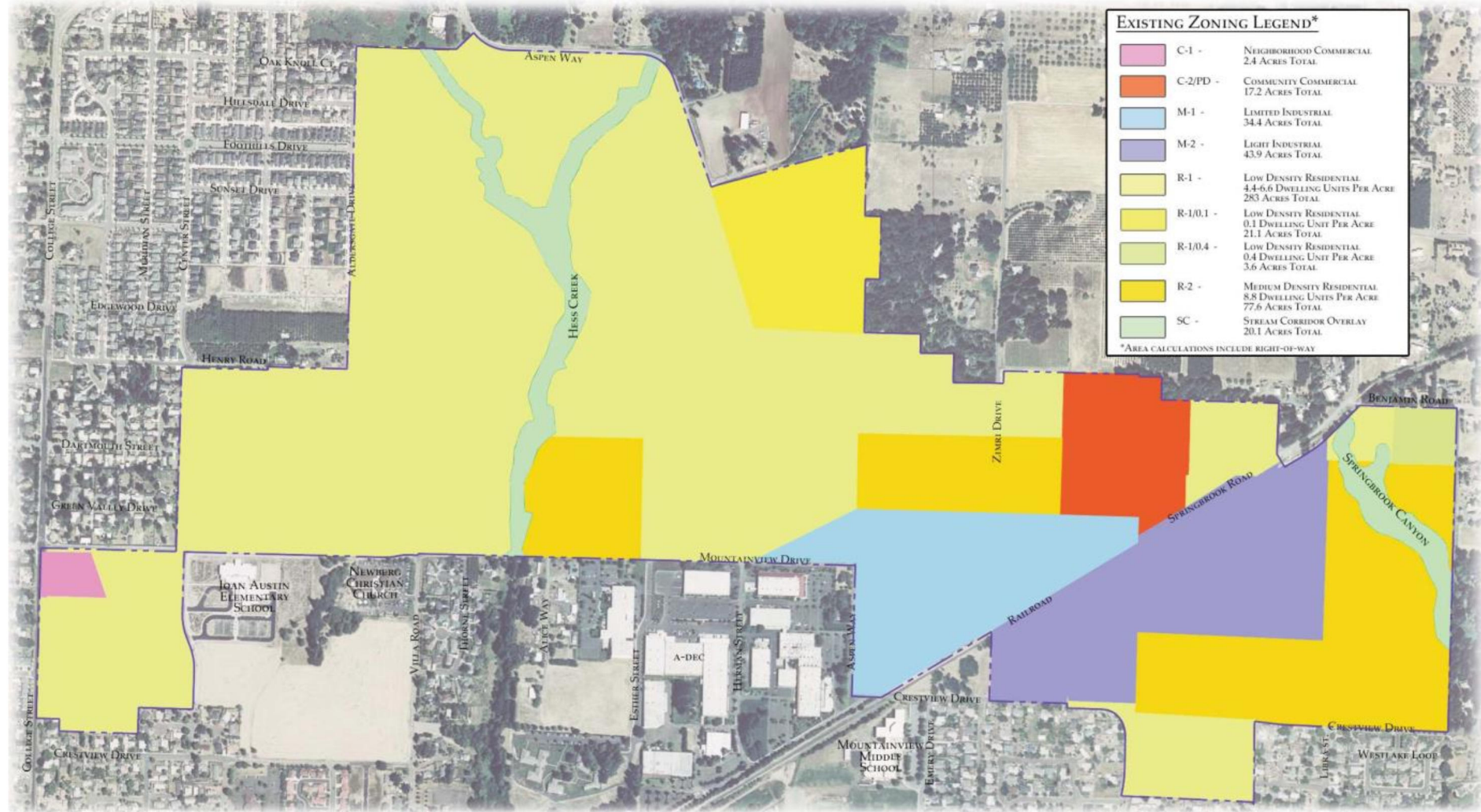
VILLAGE CENTER CONCEPT PLAN



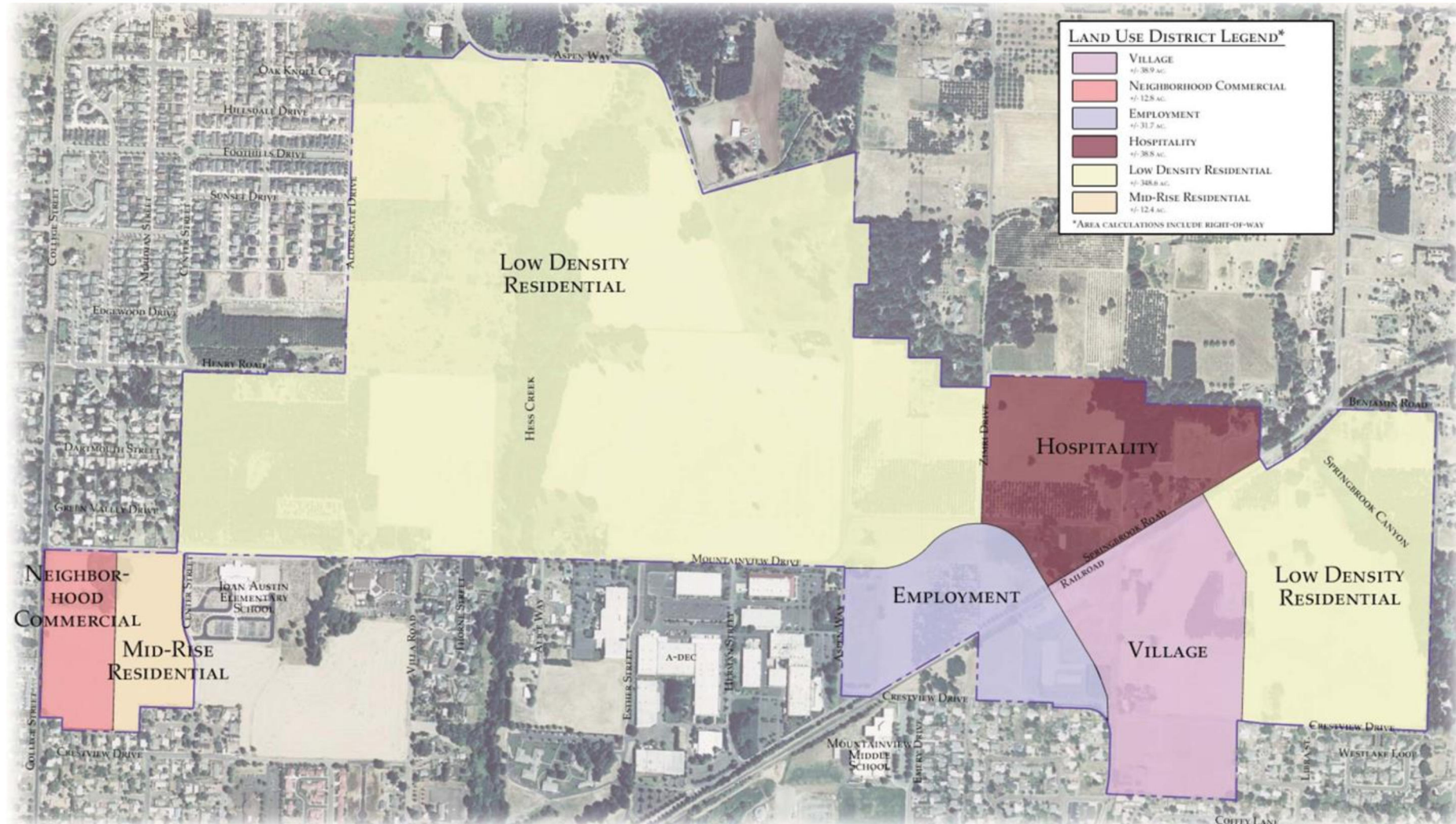
EXISTING COMP PLAN MAP



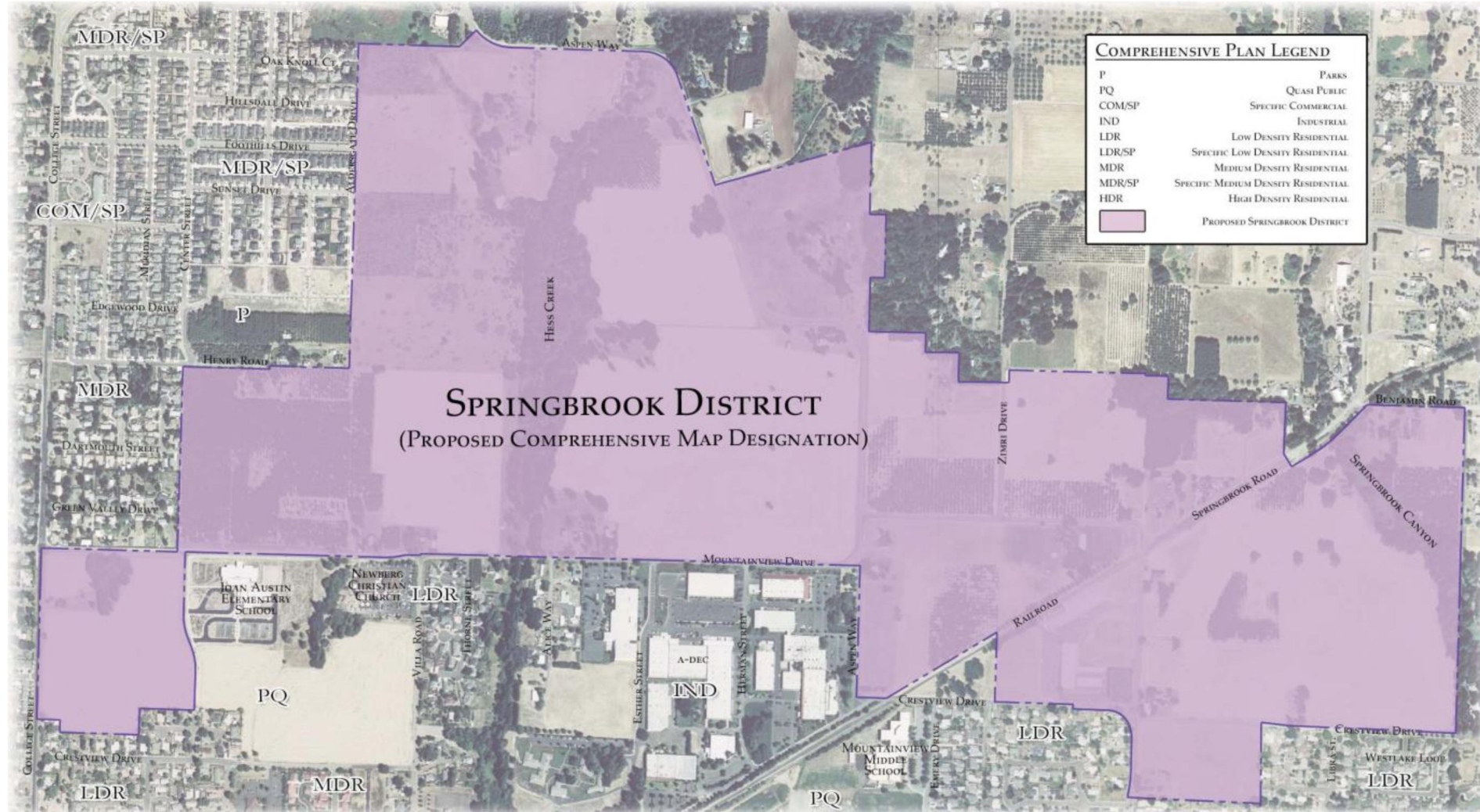
EXISTING ZONING



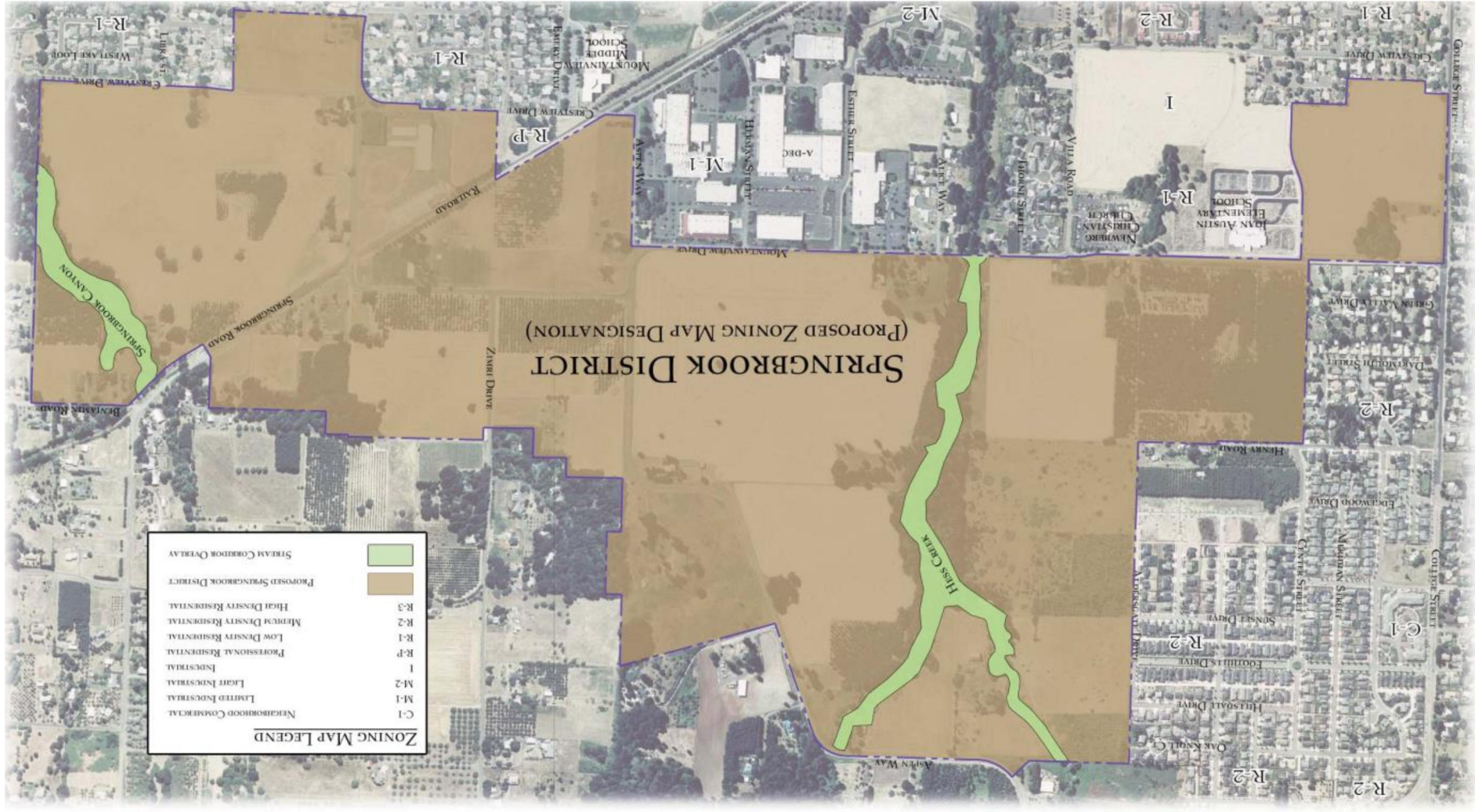
PROPOSED LAND USE DISTRICT MAP



COMP PLAN MAP



ZONING MAP



DEVELOPMENT STANDARDS MATRIX

DEVELOPMENT STANDARDS MATRIX						
DEVELOPMENT STANDARDS	LOW DENSITY RESIDENTIAL	MID-RISE RESIDENTIAL	NEIGHBORHOOD COMMERCIAL	EMPLOYMENT	VILLAGE	HOSPITALITY
ALLOWED USE*	❖ Detached Dwelling Units ❖ Manufactured Home ❖ Accessory Dwellings ❖ Home Occupations ❖ Passive or Active Use Parks ❖ Agriculture ❖ Civic Uses: - Post Office - Museum - Community Center - Library - School ❖ Day Care ❖ Group Care Facilities ❖ Church ❖ Transportation facilities and improvements and utility services ❖ Any other building or use determined to be similar to uses listed in this District	❖ Attached Dwelling Units ❖ Manufactured Home ❖ Detached Dwelling Units ❖ Multi-Family Units ❖ Home Occupations ❖ Passive or Active Use Parks ❖ Agriculture ❖ Civic Uses: - Post Office - Museum - Community Center - Library ❖ Day Care ❖ Group Care Facilities ❖ Church ❖ Transportation facilities and improvements and utility services ❖ Any other building or use determined to be similar to uses listed in this District	❖ Retail ❖ Restaurants ❖ Office ❖ Medical Clinics ❖ Financial Institutions ❖ Agriculture ❖ Civic Uses: - Post Office - Museum - Community Center - Library ❖ Day Care ❖ Group Care Facilities ❖ Transportation facilities and improvements and utility services ❖ Services for local residents, such as laundromat or barber ❖ Any other building or use determined to be similar to uses listed in this District	❖ Industrial Offices (knowledge-based industries where services are primarily provided outside the community) ❖ Light Industrial ❖ Supporting Retail (directly serving the employment district, such as a deli or printing service) ❖ Day Care ❖ Agriculture ❖ Transportation facilities and improvements and utility services ❖ Any other building or use determined to be similar to uses listed in this District	❖ Retail ❖ Restaurants ❖ Attached Dwelling Units ❖ Manufactured Home ❖ Multi-Family Units ❖ Home Occupations ❖ Church ❖ Artist Studios ❖ Passive or Active Use Parks ❖ Agriculture ❖ Civic Uses: - Train Depot - Community Center - Museum - Post Office - Library ❖ Day Care ❖ Group Care Facilities ❖ Financial Institutions ❖ Winery ❖ Medical Clinics ❖ Office ❖ Transportation facilities and improvements and utility services ❖ Any other building or use determined to be similar to uses listed in this District	❖ Hotel ❖ Restaurants ❖ Spa ❖ Meeting Facilities ❖ Detached Dwelling Units, limited to vacation or transitory use or units for employees or caretakers of other uses within the Village or Hospitality areas ❖ Manufactured Home ❖ Home Occupations ❖ Retail ❖ Museum ❖ Artist Studios ❖ Group Care Facilities ❖ Agricultural Production or Processing ❖ Passive or Active Use Parks ❖ Transportation facilities and improvements and utility services ❖ Any other building or use determined to be similar to uses listed in this District
PROHIBITED USE	Home Occupation Signs	Home Occupation signs	Drive throughs, outside storage; temporary storage allowed	Outside storage or processing of materials	Drive throughs, outside storage; temporary storage allowed	
NEWBERG ZONE DISTRICT MODELED AFTER **	R-1	R-2 and R-3	C-1	M-1, but office is not allowed	C-3	No comparison
BUILDING AND SITE STANDARDS						
BUILDING HEIGHT	R-1	35 feet	C-1	M-1	C-3	Five stories or 75 feet

Updates were Done for Middle Housing in 2022

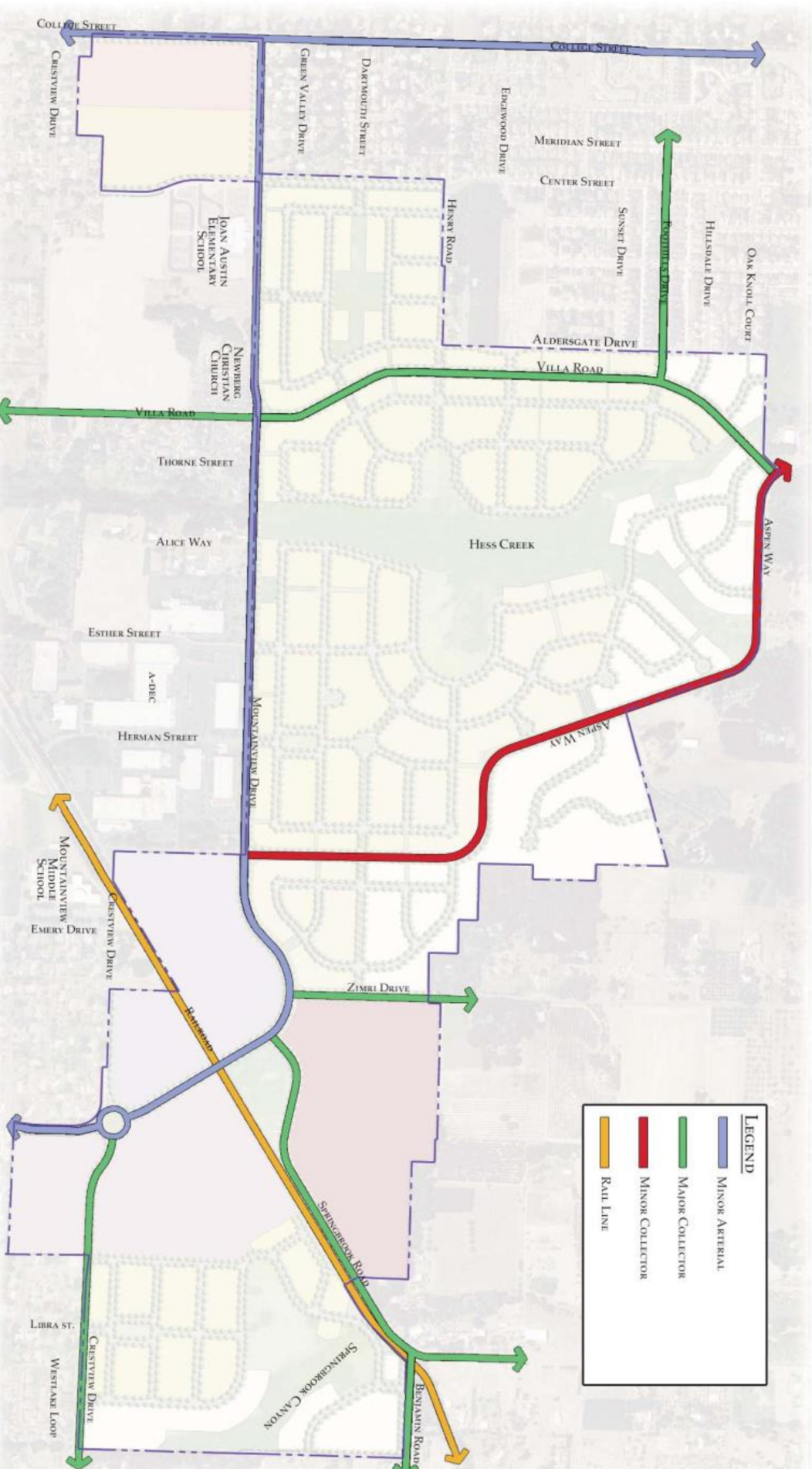
DEVELOPMENT STANDARDS MATRIX

DEVELOPMENT STANDARDS	LOW DENSITY RESIDENTIAL	MID-RISE RESIDENTIAL	NEIGHBORHOOD COMMERCIAL	EMPLOYMENT	VILLAGE	HOSPITALITY
LOT REQUIREMENTS						
FRONT YARD SETBACK	R-1	R-3	C-1	No minimum	No minimum setback. No maximum setback, if area between building and property line contains public space or landscaping	Minimum 20 feet or equal to height of building, if adjacent to residential uses
INTERIOR YARD SETBACKS	R-1	R-3	10 feet if abutting residential zones	M-1	C-3	Minimum 20 feet
SETBACKS AND YARD RESTRICTIONS AS TO SCHOOLS, CHURCHES, PUBLIC BUILDINGS					Does not apply	
MINIMUM LOT AREA	Minimum 5,000 square feet	Minimum 1,800 square feet	C-1	M-1	C-3 (Minimum 1,800 square feet)	Minimum 5,000 square feet
MINIMUM LOT DIMENSIONS	The standard City lot frontage requirement applies Minimum lot width shall be 40 feet	The standard City lot frontage requirement applies	The standard City lot frontage requirement applies	The standard City lot frontage requirement applies	The standard City lot frontage requirement applies	The standard City lot frontage requirement applies
LOT COVERAGE AND PARKING COVERAGE REQUIREMENTS	(1) Maximum Lot Coverage: 35% (2) Maximum Parking Lot Coverage: 30% (3) Maximum Combined Lot Parking Lot Coverage: 65%	(1) Maximum Lot Coverage: 80% if parking is located in an underground structure; otherwise 50% (2) Maximum Parking Lot Coverage: 30%, unless parking is located in an underground structure (3) Maximum Combined Lot Parking Lot Coverage: 75%	Does not apply	Does not apply	Does not apply	Does not apply

DEVELOPMENT STANDARDS MATRIX

DEVELOPMENT STANDARDS	LOW DENSITY RESIDENTIAL	MID-RISE RESIDENTIAL	NEIGHBORHOOD COMMERCIAL	EMPLOYMENT	VILLAGE	HOSPITALITY
ADDITIONAL DESIGN STANDARDS			Development shall meet the design standards of the C-2 zone, or alternate standards developed in a design standard accepted by the City specific for this area A minimum of 20,000 square feet of retail space shall be developed in this area			
LANDSCAPE AND OUTDOOR AREAS						
REQUIRED MINIMUM STANDARDS	Private area requirements based upon use of will apply Area requirements: Min. 15%	Private area requirements based upon use of will apply Area requirements: Min. 15%	Area requirements: Min. 15%	Area requirements: Min. 15%	C-3	Private area requirement based upon use will apply Area requirements: Min. 15%
SIGNS						
EXEMPTIONS	Landscape Monument Signs, as indicated on the <i>Gateway Features Plan</i> and <i>Gateway Features Concepts</i> are exempt from this standard	Landscape Monument Signs, as indicated on the <i>Gateway Features Plan</i> and <i>Gateway Features Concepts</i> are exempt from this standard	Landscape Monument Signs, as indicated on the <i>Gateway Features Plan</i> and <i>Gateway Features Concepts</i> are exempt from this standard	Landscape Monument Signs, as indicated on the <i>Gateway Features Plan</i> and <i>Gateway Features Concepts</i> are exempt from this standard	Landscape Monument Signs, as indicated on the <i>Gateway Features Plan</i> and <i>Gateway Features Concepts</i> are exempt from this standard	Landscape Monument Signs, as indicated on the <i>Gateway Features Plan</i> and <i>Gateway Features Concepts</i> are exempt from this standard
SIGN REQUIREMENTS	Assume R-1 zone for applying standards in these sections	Assume R-3 zone for applying standards in these sections	Assume C-1 zone for applying standards in these sections	Assume “Other Zone” or “All Zone” for applying standards in these sections	Assume C-3 zone for applying standards in these sections	Assume “Other Zone” or “All Zone” for applying standards in these sections
OFF STREET PARKING REQUIREMENTS						
REQUIRED OFF-STREET PARKING	R-1	“Other Zones”	C-1	“Other Zones”	Parking studies will be required to be submitted with each phase of development in the Village District in order to ensure the parking provided is sufficient for the proposed use or uses	“Other Zones”
PARKING SPACES REQUIRED	Requirements based on use apply	Requirements based on use apply	Requirements based on use apply	Requirements based on use apply	Requirements based on use apply	Requirements based on use apply
PARKING REQUIREMENTS FOR USES NOT SPECIFIED	Uses not listed in table determined through Type I procedure	Uses not listed in table determined through Type I procedure	Uses not listed in table determined through Type I procedure	Uses not listed in table determined through Type I procedure	Uses not listed in table determined through Type I procedure	Uses not listed in table determined through Type I procedure

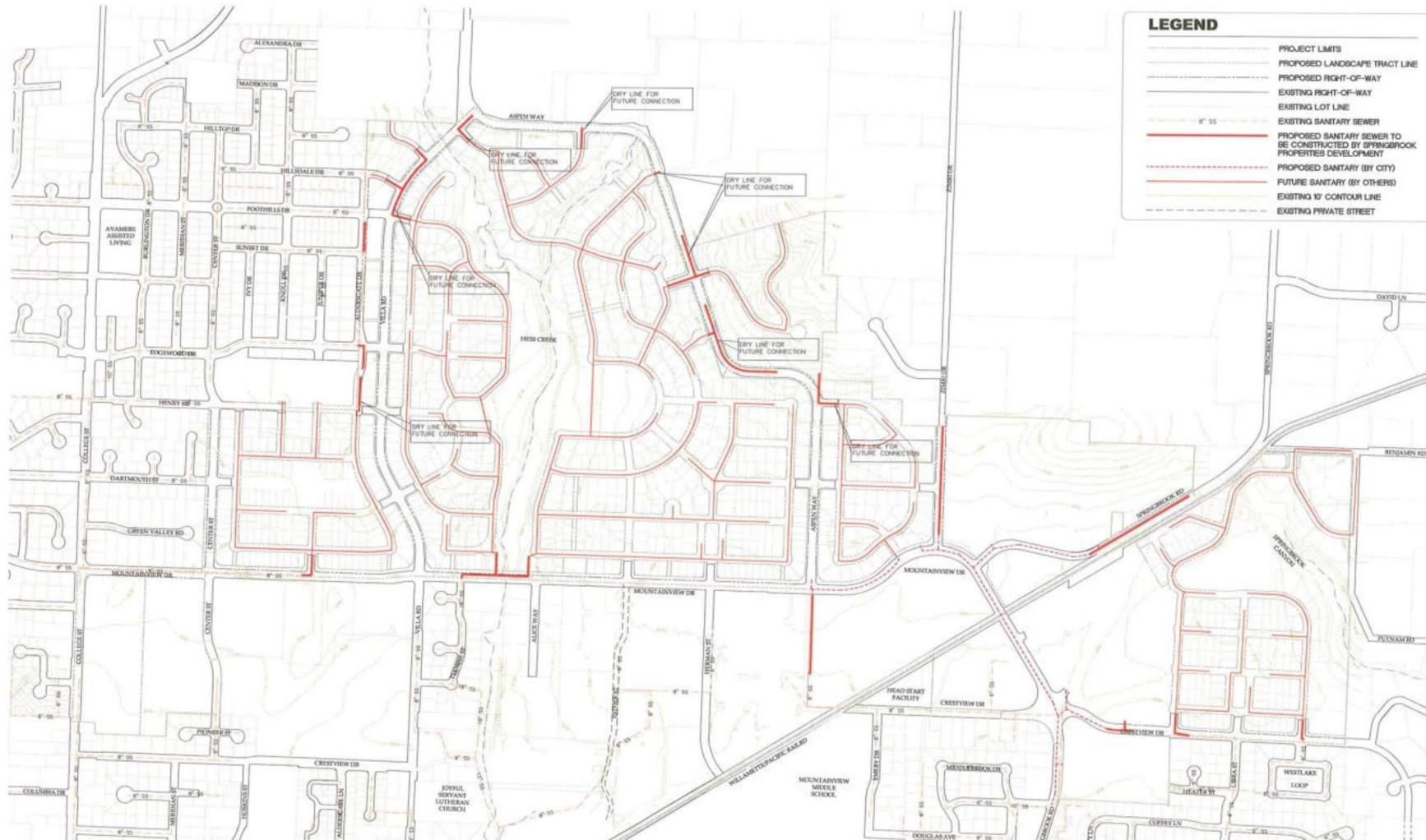
TRANSPORTATION



WATER SYSTEM

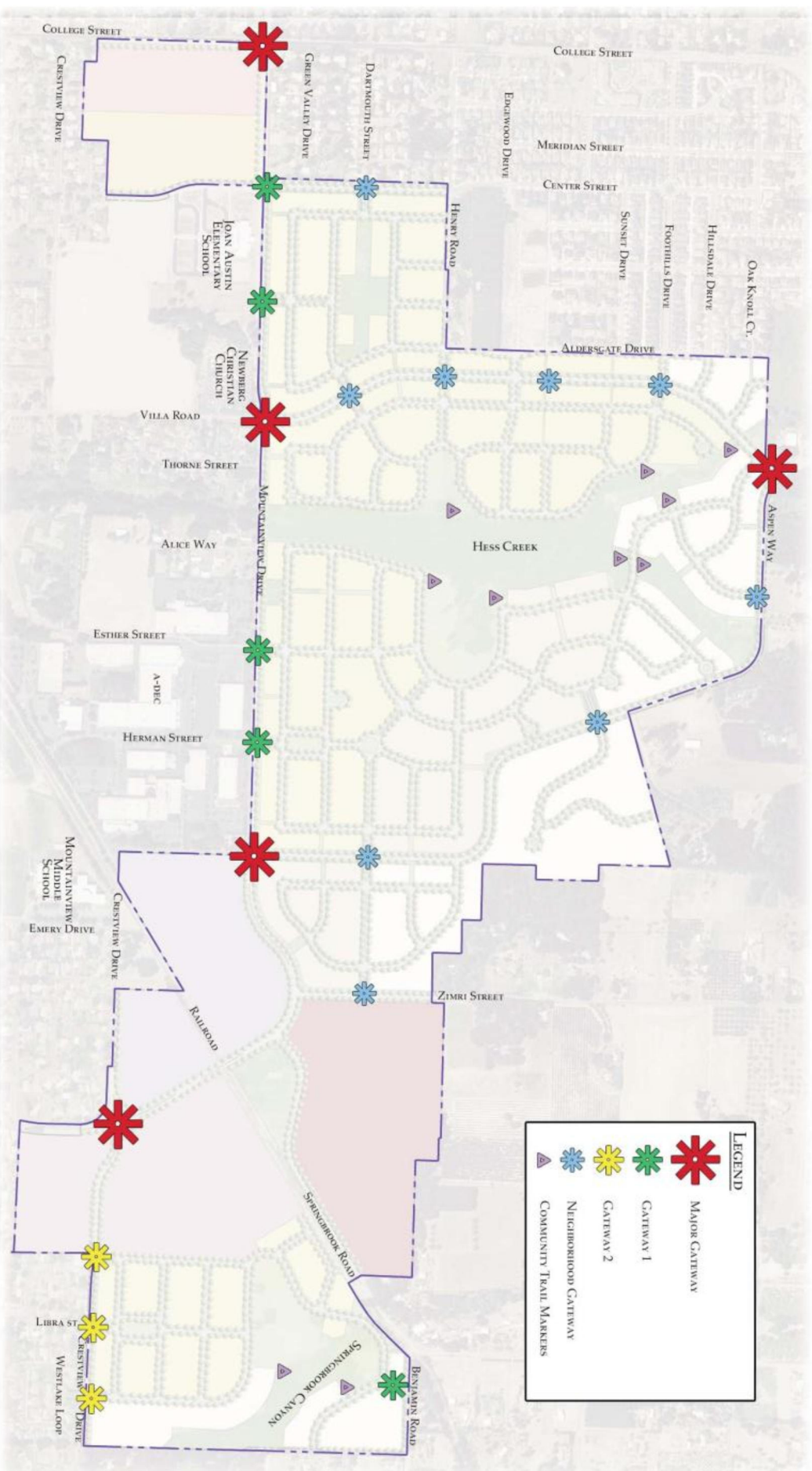


WASTEWATER SYSTEM

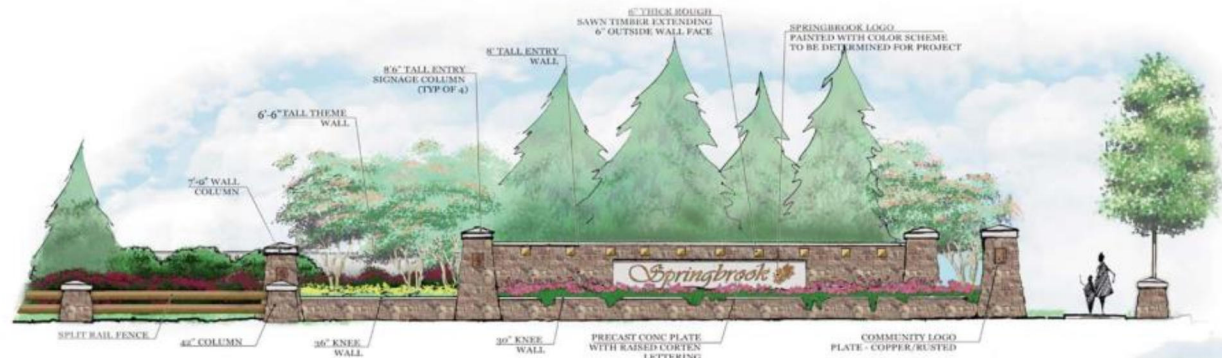




GATEWAY FEATURES



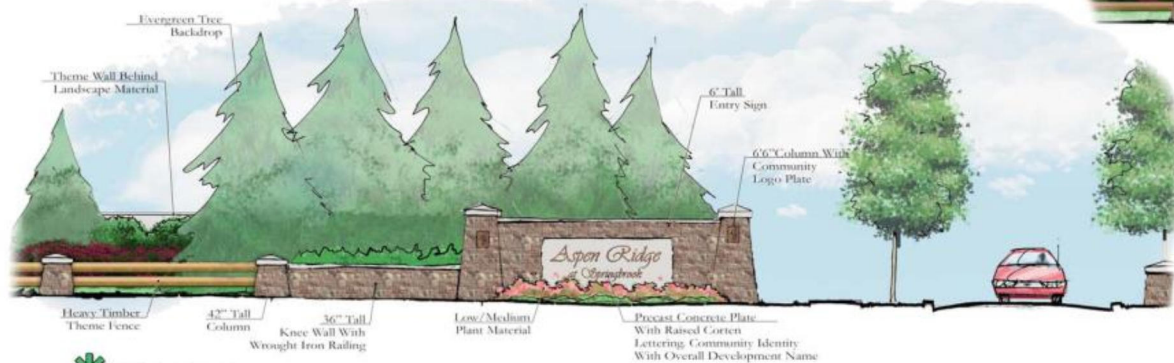
GATEWAY FEATURES - CONCEPT



 Major Gateway

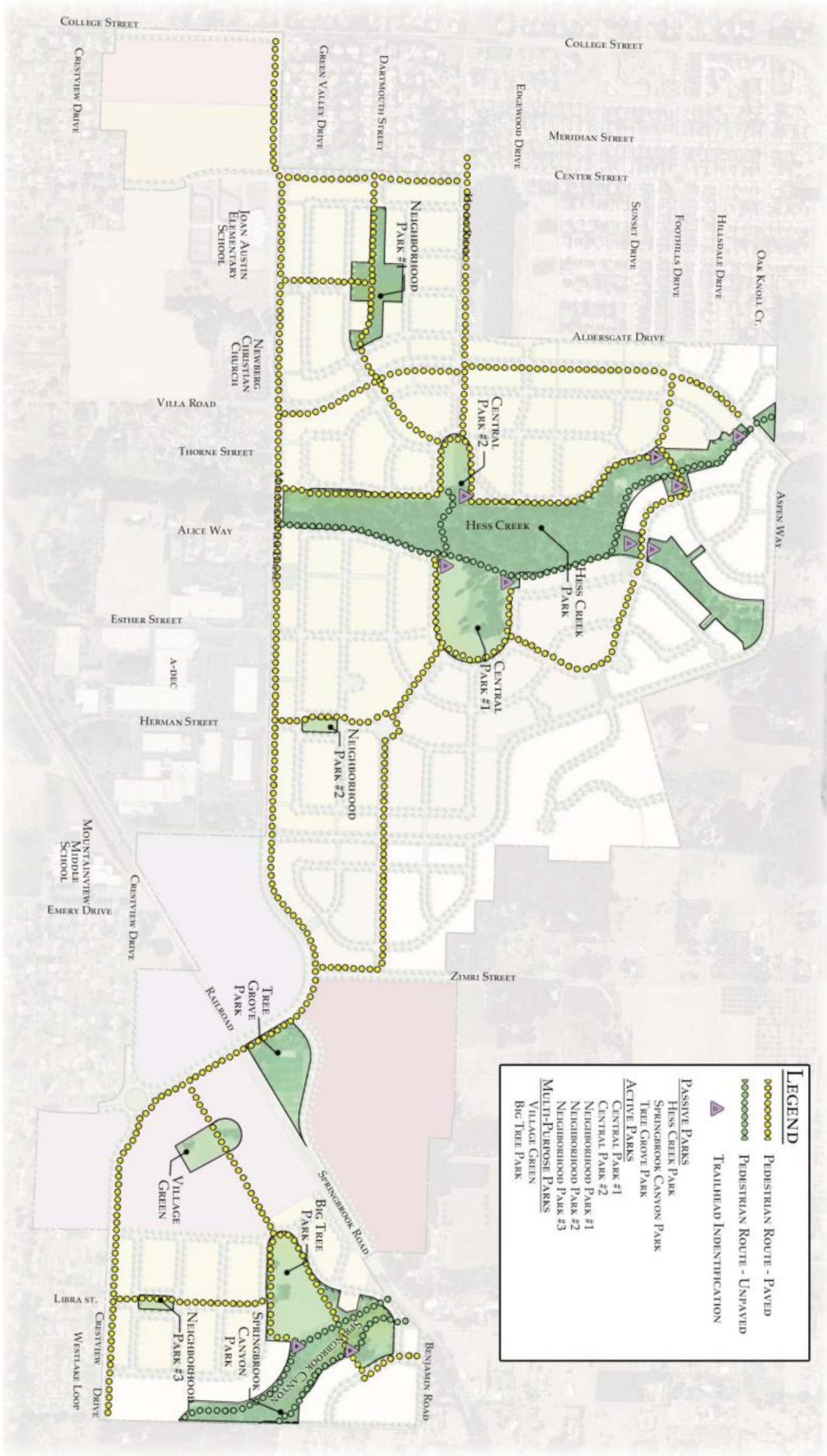


 Gateway 2



 Gateway 1

PARKS & PEDESTRIAN CIRCULATION



DEVELOPMENT AGREEMENT

- Was good for a 15-year period
- Modifications/Updates were done in July 2018
- Agreement expired January 2023

QUESTIONS?

- <https://www.newbergoregon.gov/sites/default/files/fileattachments/planning/page/3133/springbrook20master20plan.pdf>



Slayden Overview

City of Newberg

Council Work Session

June 20, 2023

 **Slayden**
part of MWH

Safety Culture

Nothing is more important than the health and safety of our people.



- All employees embrace our safety culture and pass along the values and knowledge.
- A culture built from top-down involvement, bottom-up engagement, and the support of all management
- Every employee on the project is trained for workplace hazards and ways to eliminate or restrict exposure.





GUIDING PRINCIPLES



PEOPLE MATTER

We look after people unconditionally with character, honesty, and integrity.



TEAM UNITY

We work as a team to exceed expectations while displaying loyalty and commitment.



SOLUTIONS DRIVEN

We adjust positively to challenges encountered.



FUTURE FOCUSED

We make decisions with the long term in mind.

CORE PURPOSE

To build great people, projects and relationships.



About Us



Founded in 1984



Based in Stayton, Oregon



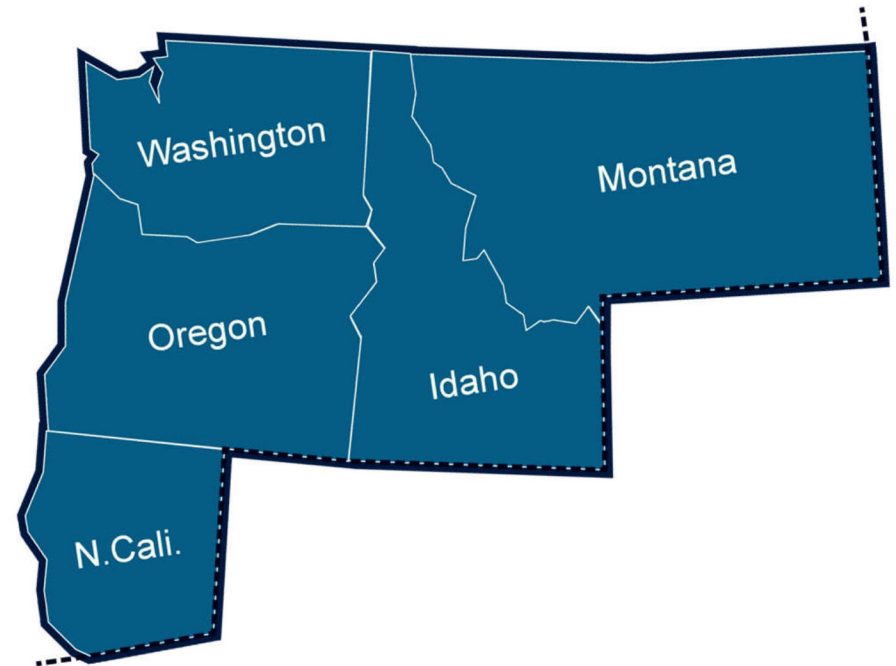
120-150 employees



Annual Revenue \$90M



Subsidiary of MWH





Preconstruction Capabilities



ESTIMATING

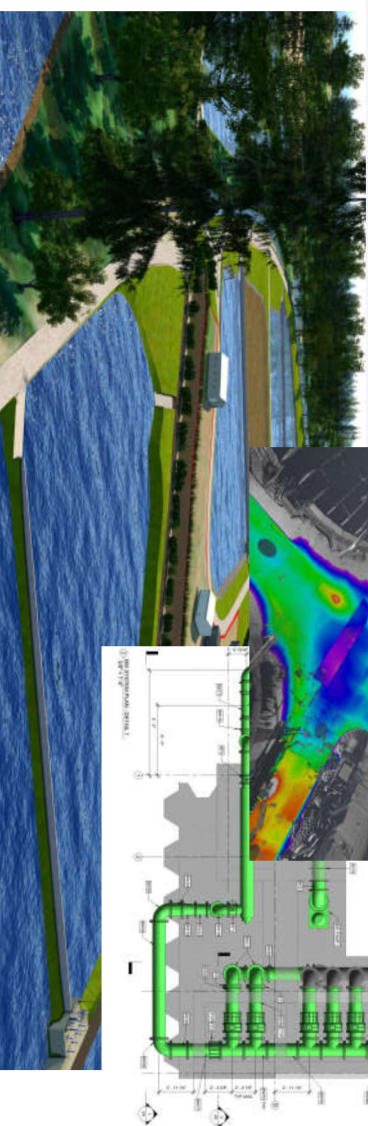
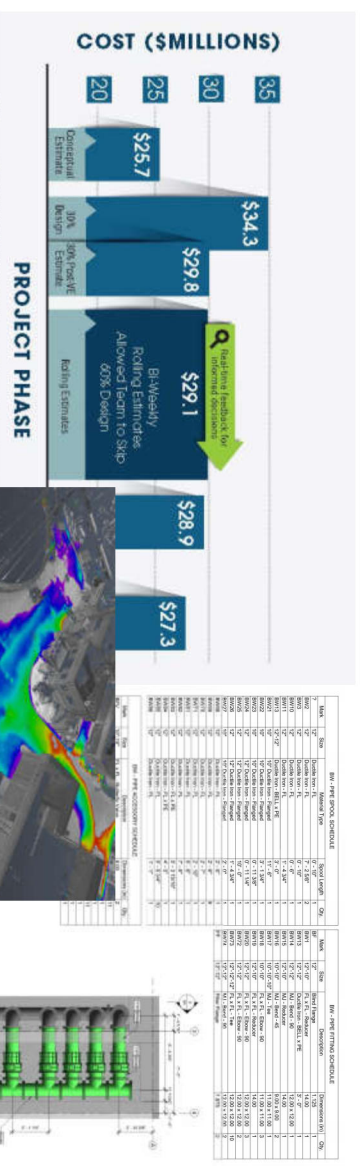
SCHEDULING

DIGITAL DELIVERY (BIM)

CONTRACTS/PROCUREMENT

CONSTRUCTABILITY

VALUE ENGINEERING



“

Slayden consistently impressed our staff throughout the pre-construction phase and duration of the project with their bidding experience, subcontractor selection, and ability to manage schedules and provide credible solutions to unexpected obstacles during construction.

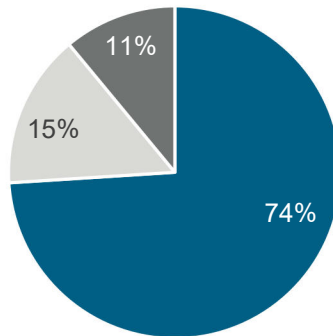
RON WHITLATCH
City of Lebanon

Construction Capabilities



Delivery Type

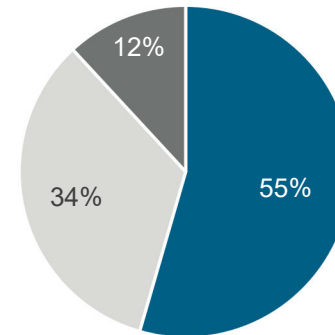
-  **PDB:** Progressive Design Build
-  **CMAR:** Construction Management at Risk
-  **DBB:** Design Bid Build



Consistently delivering ~90%+ of projects with alternative delivery.

Project Type

-  **Civil:** Dams, Misc.
-  **WWTP:** Wastewater Treatment Plant
-  **WTP:** Water Treatment Plant



Consistently delivering ~90% of projects at water and wastewater treatment facilities.

Local Contracting

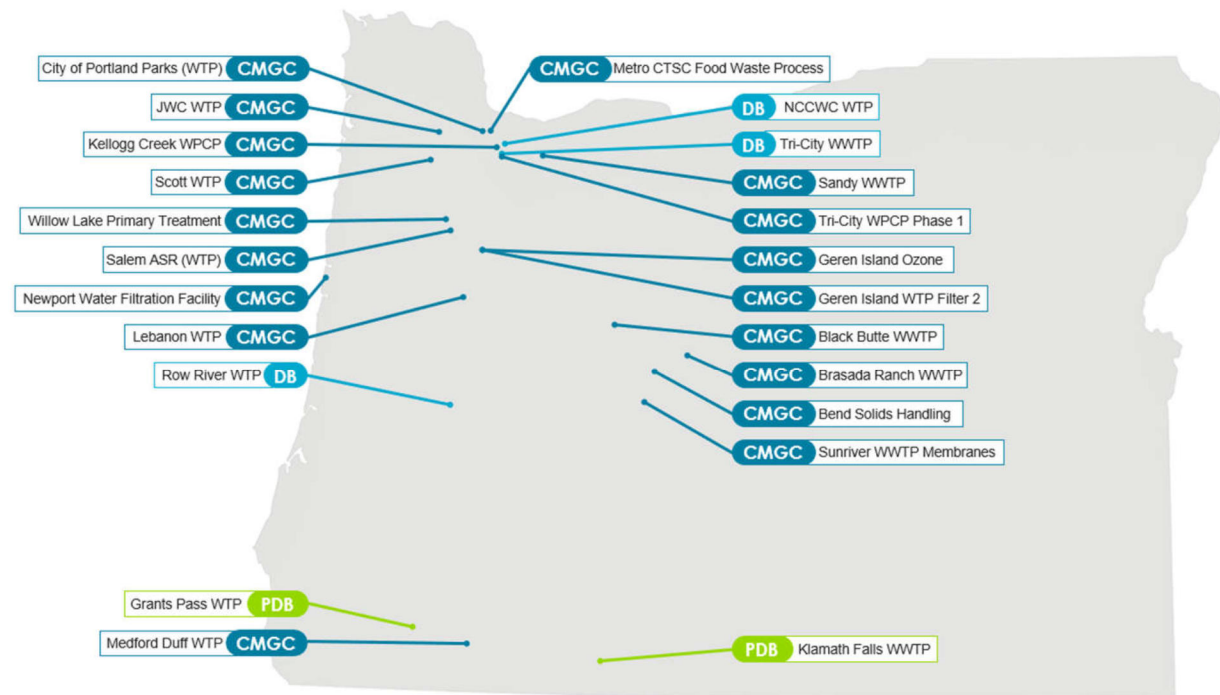
Overview of Pacific Northwest Experience.

Local Capabilities

Water and wastewater experts in Oregon since 1984.



- Delivered over \$2.5B in projects; \$1.8B in Oregon.
- Alternative delivery specialists; focused on water and wastewater treatment infrastructure upgrades.
- Utilize **local** subcontractors, designers, engineers, and suppliers.
- We create permanent, local jobs – building long-term growth in communities.



We have contracted around 300 projects across Oregon. Recent projects are shown above.



DELIVERS QUALITY

CONSTRUCTION

We have been a leader in the water and wastewater construction industry across the Pacific Northwest for over 30 years.

Our dedication to safety, quality, integrity, and our people is at the core of everything we do.



Local Capabilities

Water and wastewater experts in the Pacific Northwest since 1984.



Project Name	Delivery Method	Project Cost
Willow Lake Headworks & Primary Treatment	CM/GC	\$89M
Scott WTP	CM/GC	\$26M
Tri-City WWTP	CM/GC	\$78M
Spokane NLT	CM/GC	\$176M
Lebanon WTP	CM/GC	\$28M
JWC WTP	CM/GC	\$27M
Klamath Falls WWTP	PDB	\$52M
Geren Island WTP Ozone	CM/GC	\$50M
Grants Pass WTP	PDB	\$90M
Medford WTP	CM/GC	\$70M



“I’d like to go on record that the extremely meticulous preparation and skillful execution of the NLT Joint Venture’s plan to complete one of the most difficult RPWRF construction challenges I’ve ever witnessed, was truly impressive. They really knocked this one out of the park. It wasn’t merely a “job well done” but rather, “superbly done”!”

MICHAEL F. COSTER
City of Spokane Plant Manager

Past Projects

Summary of Completed Work.



RIVERSIDE PARK WATER RECLAMATION FACILITY



CLIENT : City of Spokane, Washington

VALUE : \$176.7M

DATES : August 2016 – October 2021

DELIVERY : GCCM

PROJECT HIGHLIGHTS

- This was the first CM/GC project for the City of Spokane. It is also their largest capital improvements project to date.
- MWH and Slayden formed a JV to win this project prior to acquisition.
- Scope covered primary and secondary treatment improvements; tertiary membrane treatment for 50 MGD average flow.
- Digital delivery supported extensive self-performance.





LAKE OSWEGO WATER TREATMENT PLANT

CLIENT : City of Lake Oswego, Oregon

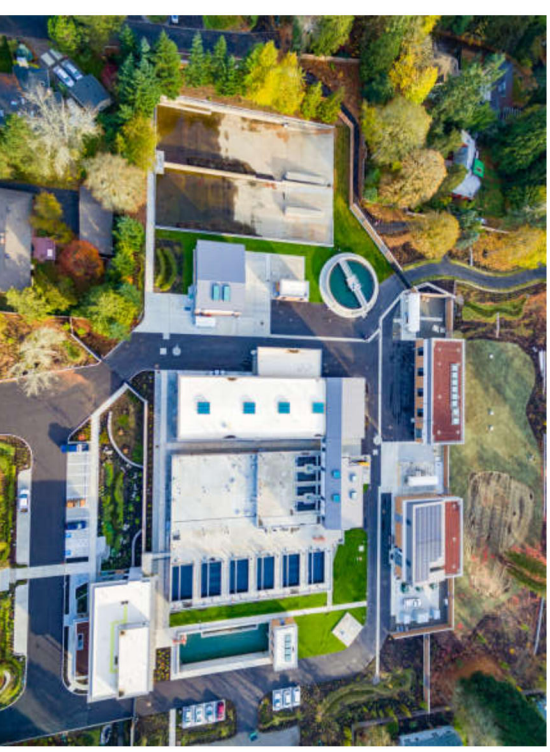
VALUE : \$69.3M

DATES : Sept 2013– October 2017

DELIVERY : DBB

PROJECT HIGHLIGHTS

- Slayden was the third lowest bidder
- Expanded treatment capacity from 16 to 38 mgd.
- Self performed civil excavation & yard piping, concrete, metals, mechanical piping, equipment setting, commissioning
- The new facilities were constructed over existing facilities in 3 phases. When complete there were no existing structures remaining.



LEBANON WATER TREATMENT PLANT

CLIENT : City of Lebanon, Oregon

VALUE : \$28M

DATES : Aug 2014– March 2019

DELIVERY : CMGC

PROJECT HIGHLIGHTS

- Job was originally procured through DBB. Slayden was second bidder. Project was over budget and all bids rejected.
- Project was readvertised for CM/GC and Slayden Selected
- \$2.5M value engineering performed to bring the project in budget
- Constructed new 4.5 mgd facility



GEREN ISLAND WATER TREATMENT PLANT IMPROVEMENTS PROJECT – OZONE AND SOUTHEAST COLLECTOR WELL

 **Slayden**
part of MWH

CLIENT : City of Salem, Oregon

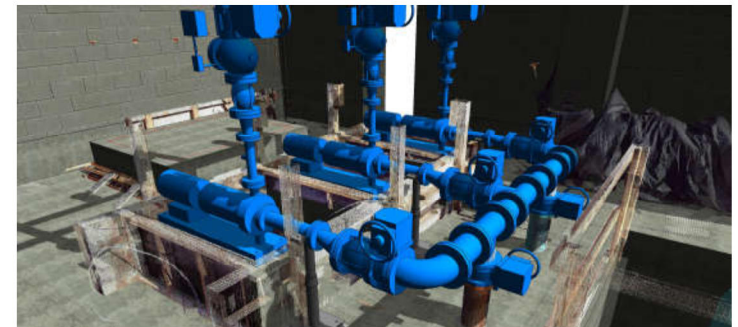
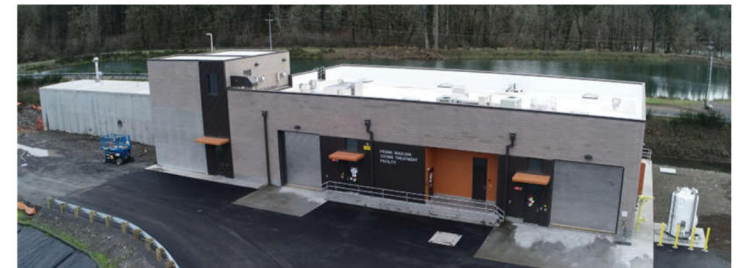
VALUE : \$49.6M

DATES : Precon Oct 2019, Const Feb 2020–Winter 2022

DELIVERY : CMGC

PROJECT HIGHLIGHTS

- An emergency project for the City due to water quality issues, the CM/GC team had 7 EWA's and 2 GMP's to sequence the work to improve the project schedule.
- Extensive use of digital delivery was critical in below grade layout and speed of installation.
- Self performed civil excavation & yard piping, concrete, metals, mechanical piping, equipment setting, commissioning



2023 NEWBERG CITY COUNCIL MEETING INFORMATION

Meeting Date: 06/20/2023 Work Sxn Start 6:03 p.m. Stop: 6:44 p.m. Biz Sxn Start 7:00 p.m. Stop 8:21 p.m.

Councilors	Roll Call	SRO IGA (School District/Police Dept.)	Supplemental Budget #2	Kittleson & Associates contract	Res 3901 AFH Grants			
COUNCILOR MCBRIDE	☒	Yes	Yes	No	Tabled no vote			
COUNCILOR WHEATLEY	☒	Yes	Yes	Yes	Tabled no vote			
COUNCILOR YARNELL HOLLAMON	☒	Yes	Yes	Yes	Tabled no vote			
COUNCILOR KILBURG	☒	Yes	Yes	Yes	Tabled no vote			
MAYOR ROSACKER	☒	Yes	Yes	Yes	Tabled no vote			
COUNCILOR OLSON	☒	Yes	Yes	Yes	Tabled no vote			
COUNCILOR CARMON	☐	Absent	Absent	Absent	Tabled no vote			
ROLL CALL VOTES		Yes: 6 No: 0 Absent: 1	Yes: 6 No: 0 Absent: 1	Yes: 5 No: 1 Absent: 1				
MOTION (1 st /2 nd):		McBride/Olson	Olson/McBride	Kilburg/Yarnell Hollamon				
Department/Staff:		Police/CM	Finance	PWS - ENG	CDD			
Changes:								
Tabled:					X			

City Recorder:

[] Scheduling on Forward Looking Calendar [2] Workmen's Compensation hours