

CITY OF NEWBERG
**AGREEMENT WITH WinterBrook Planning
TO PROVIDE CONSULTING SERVICES
TO THE CITY OF NEWBERG**

THIS AGREEMENT is entered into this 15th day of October, 2004 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and Winterbrook Planning
310 SW Fourth Ave., Suite 1000
Portland, OR 97204

503-827-4422
(Phone)

503-827-4350
(Fax)

hereinafter called **Consultant**.

RECITALS:

1. **City** has need for the services of a **Consultant** with particular training, ability, knowledge, expertise and experience possessed by **Consultant**.
2. **City** has chosen the **Consultant** using the request for quotes process.

NOW, THEREFORE, in consideration of mutual promises, covenants and agreements of the parties, it is agreed as follows.

1. **Effective Date and Duration:** This Agreement shall become effective on August 6, 2004 upon signing by every party hereto.

Unless, terminated or extended, this Agreement shall expire when the **City** accepts **Consultant's** completed performance or on June 30, 2005, whichever date occurs first. This fact not withstanding, the services of **Consultant** shall be authorized and paid on a phase-by-phase basis as described in Exhibit "A."

Expiration shall not extinguish or prejudice **City's** right to enforce this Agreement with respect to any breach of a **Consultant** warranty or any fault or defect in **Consultant's** performance that has not been cured.

2. **Termination:** This Agreement may be terminated at any time by mutual, written consent of the parties. The **City** may, at its sole discretion terminate this Agreement in whole or part upon a 30-day written notice to **Consultant**. The **City** may terminate immediately upon notice to the **Consultant** that the **City** does not have funding, appropriations, or other necessary expenditure authority to pay for **Consultant's** work. The **City** may terminate Agreement at any time for material breach. This Agreement may be terminated by either party at the end of a project phase as defined in Exhibit "A" or at any time upon a 30-day written notice.

3. **Scope of Work:** The **Consultant** agrees to provide the services provided in the Scope of Work which is Exhibit "A" and attached hereto and incorporated by this reference. The **Consultant** represents and warrants to the **City** that the **Consultant** can perform the work

outlined in the Scope of Work for the fee proposal amount.

4. **Compensation:** The **Consultant** agrees to perform the work for a not-to-exceed fee as indicated in their professional fee proposal obtained in the Scope of Work. The not-to-exceed figure is as follows:

\$47,240

The **Consultant** shall not exceed the fee for any task included in the fee proposal amount. Personnel hourly rates will not exceed those stated in Exhibit A. If the **Consultant** sees that the fee is going to exceed the not-to-exceed figure because the task has changed or is outside the scope, the **Consultant** shall notify the **City** in writing of the circumstances with an estimated amount that the fee is to be exceeded. The **Consultant** shall obtain written permission from the **City** before exceeding the not-to-exceed fee amount. If the **Consultant** does work that exceeds the maximum fee amount prior to obtaining the written permission, the **Consultant** waives any right to collect that fee amount.

5. **Additional Work Not Shown within the Scope of Work:** If **City** requests or requires work to be done not within the Scope of Work of this project, the **Consultant** shall notify the **City** of such work, provide an estimated fee amount, and obtain written instructions to proceed with work in the form of an Agreement amendment prior to proceeding with work and incurring any costs on behalf of the **City**. If **Consultant** proceeds with work prior to obtaining permission and/or Agreement amendment, the **Consultant** waives any right to collect fees for work performed.

6. **Agreement Documents:** This Agreement consists of the following documents which are listed in descending order of preference:

This Agreement with attached Exhibits, Exhibit A, the scope of work, budget, and project timeline of the **Consultant**, and Exhibit B, the Request for Proposals. Work is under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

7. **Benefits:** **Consultant** will not be eligible for any federal social security, state workers compensation, unemployment insurance, or public employees' retirement system benefits from the Agreement payment except as a self-employed individual.

8. **Federal Employment Status:** In the event any payment made pursuant to this Agreement is to be charged against federal funds, **Consultant** certifies that he or she is not currently employed by the federal government and the amount charged does not exceed his or her normal charge for the type of services provided.

9. **Consultant's Warranties:** The work to be performed by **Consultant** includes services generally performed by **Consultant** in his/her usual line of business. The work performed by the **Consultant** under this Agreement shall be performed in a good and businesses-like manner in accordance with the highest professional standards. The **Consultant** shall, at all times, during the term of this Agreement, be qualified, be professionally competent, and dully licensed to perform the work.

10. **Indemnity:** **Consultant** shall defend, indemnify and hold harmless **City** from and against all liability or loss and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever resulting from, arising out, or relating to the activities of the **Consultant**, or its officers, employees, subcontractors, or agents under this Agreement.

11. **Independent Contractor:** **Consultant** is not currently employed by the **City**. The parties to this Agreement intend that the **Consultant** perform all work as an Independent Contractor. No agent, employee, or servant of **Consultant** shall be or shall be deemed to be the employee, agent or servant of **City**. **City** is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of **Consultant**, however, the work contemplated herein must meet the approval of the **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

12. **Taxes:** **Consultant** will be responsible for any federal or state taxes applicable to payments received under this Agreement. **City** will report the total of all

payments to **Consultant**, including any expenses, in accordance with the Federal Internal Revenue Service and the State of Oregon Department of Revenue regulations.

13. **Insurance:**

a) **Consultant**, its subconsultants, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers; or by signing this Agreement, **Consultant** represents that he or she is a sole proprietor and is exempt from the laws requiring workers' compensation coverage.

b) **Consultant** will, at all times, carry a Comprehensive General Liability insurance policy for at least \$1,000,000.00 combined single limits per occurrence for Bodily Injury, Property Damage, and Personal Injury. If the policy is written on the new occurrence form then the aggregate limit shall be \$2,000,000.00. The **City**, its agents, employees and officials all while acting within their official capacity as such, shall be named as an additional insured on the insurance specified in this paragraph.

c) **Consultant** shall furnish the **City** with Certificates of Insurance upon execution of Agreement. Such Certificates of Insurance evidencing any policies required by this Agreement shall be delivered to the **City** prior to the commencement of any work. A 30-day notice of cancellation clause shall be included in said certificate. The **City** has the right to reject any certificate for unacceptable coverage and/or companies.

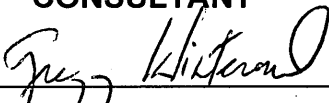
14. **Assignment:** The parties hereto each bind themselves, their partners, successors and legal representatives of such other party in respect to all terms of this Agreement. Neither party shall assign the Agreement as a whole without written consent of the other.

15. **Ownership of Work Product:** All original documents prepared by **Consultant** in performance of this Agreement, including but not limited to original maps, plans, drawing and specifications are the property of **City** unless otherwise agreed in writing. Quality reproducible records copies shall be provided to **City** at **City's** expense, upon request. **City** shall indemnify and hold harmless **Consultant** and **Consultant's** independent professional associates or **Subconsultants** from all claims, damages, losses and expenses including attorney's fees arising out of any unauthorized use of any instruments of professional service.


16. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, written and oral, courses of dealing, or other understanding between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above mentioned.

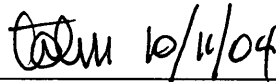
CONSULTANT

By: 
Name: GREGORY WINTERROWD
Title: PRINCIPAL
Date: 10-15-04

CITY OF NEWBERG

By: 
Name: JAMES H. BENNETT
Title: CITY MANAGER
Date: 10/11/04

Approved as to form:


Terrence D. Mahr, City Attorney

Scope of Work
City of Newberg
Future Land Use Options Study
Winterbrook Planning
September 16, 2004

Scope of Work

This study will build on the results of Newberg's buildable land inventories and land needs analyses to identify specific locations to accommodate future growth. This study has a large technical component in the site evaluation process and applying the requirements of Statewide Planning Goal 14, but it also has a significant policy aspect. The study process will allow for local values and preferences to be reflected in the final recommendations.

Ad Hoc Committee

The City has created an ad hoc committee to look at future growth issues and make recommendations as to: (1) whether the urban growth boundary should be expanded (and if so, where) or stay the same; (2) whether all, some or none of the urban reserve areas should be brought into the urban growth boundary; (3) whether additional land should be brought into the urban growth boundary or designated as urban reserves; and (4) whether any changes are needed to the comprehensive plan or zoning designations within the current urban growth boundary. This committee is an important part of the process in providing continuing input and direction during the study process. City staff will be responsible for supporting the committee, including the meeting schedule, agenda packets, and meeting summaries.

Winterbrook Planning will attend specified meetings to present the results of this study at key milestones. Greg Winterowd will be the lead presenter, and will be assisted, as needed, by Tom Armstrong or Jesse Winterowd. If Greg Winterowd is unable to attend a meeting due to unavoidable conflicts, City staff will be notified immediately to discuss the possible replacement by Tom Armstrong.

Work Products

Winterbrook Planning will provide both paper and electronic files for each work product. Reports will be formatted in MS Word and Adobe PDF file formats. Maps and graphics will be prepared as GIS shapefiles compatible with the City's system and with supporting metadata consistent with DLCD's standards. Maps and graphics will also be formatted in JPEG and/or PDF file formats. The City of Newberg will be responsible for posting all files on the City's website.



Task 1. Conduct Background Research

Greg Winterowd will attend the Lands Needs Open House (August 5, 2004) to listen to the community input and begin the transition from the Lands Needs Analysis project to the Future Options project.

The purpose of this initial step is to become familiar with Newberg community values and land use issues. Winterbrook will review the comprehensive plan, specific area plans, draft TSP, and development code, especially the commercial and industrial land use policies and plans, and the currently permitted uses in commercial and industrial zoning districts. Winterbrook and ECONorthwest will review the Buildable Lands Inventories (assumptions, constraints, etc.) and Lands Needs Analyses. Ecotrust will obtain all available data layers and set-up the project GIS.

Winterbrook will hold a work session with City staff to discuss land use policy issues, project goals, and general direction.

Greg Winterowd and Tom Armstrong will attend the Ad Hoc Committee site tour of the Newberg UGB and Urban Reserves on September 16.

Task 2. Develop Commercial, Industrial and Institutional Future Options

Task 2.1 Suitability Criteria, Proposed Study Areas, and Future Land Use Strategies

Winterbrook will work with ECONorthwest to develop suitability criteria for commercial and industrial land use categories based on such factors as:

- Parcel Size
- Transportation Access (local, collector, arterial, LOS, access management)
- Services (water, sewer, drainage)
- Amenities (schools, parks, clusters of similar activities)
- Surrounding Land Use (similar, different, conflicts)
- Environmental Constraints (wetlands, riparian areas, slopes, trees)
- Soils (especially outside UGB)

ECONorthwest will develop industrial and commercial site needs criteria based on the Goal 9 requirements. ECO will begin this analysis by reviewing employment forecasts and the land needs analysis for non-residential land. Specifically, ECO will review the assumptions about employment density—employees per acre, square footage of built space per employee, vacancy rates, employment that requires no built space, and other variables. ECO will rely on its extensive experience with industrial land needs for the Portland metropolitan area and Oregon, supplemented by interviews with local realtors and developers, to determine site needs and preferences.

The site needs for industrial development will be classified into four general types of site classifications: large lot industrial sites (40-80+ acre parcels); campus research and development (R&D) and smaller manufacturing sites (20 to 40 acre parcels); smaller light industrial/office sites (4-20 acre parcels); and speculative space within office/flex and mixed-use developments.



ECO will work with City staff and local stakeholders to identify target industries as part of the City's economic development program. Finally, ECO will estimate the number of sites, by size, class and locational requirements, needed to accommodate the future employment in Newberg.

Winterbrook will develop two (2) Future Land Use Strategies to analyze different policy options both inside and outside the UGB. In general, the Base Case will be based on current zoning designations and the density assumptions used in the Land Needs Analysis. The other strategy will change density/intensification assumptions to use land more efficiently. For example:

- Intensification and redevelopment to meet future commercial lands needs within the UGB.
- Limit commercial development in future industrial growth areas designated to meet specific site needs.

Winterbrook, with assistance from Ecotrust, will prepare a base map of the Newberg UGB and surrounding area (including URAs) with proposed study areas. The study areas will be based on land use designations, development patterns, streets, soil types, topography and natural features (streams).

The draft suitability criteria, future land use strategies, proposed study areas will be reviewed in a City staff work session on September 16, 2004. Winterbrook will provide electronic or hard copies of the revised suitability criteria a minimum of one week prior to the October 7, 2004 Ad Hoc Committee meeting. Greg Winterowd will present the revised suitability criteria to the Ad Hoc Committee on October 7, 2004.

Task 2.2 Update Plan Policies and List of Allowed Uses

Winterbrook will review current commercial and industrial comprehensive plan policies and zoning districts. Winterbrook will draft policy options to update the plan policies to reflect current development trends.

Winterbrook will compare zoning ordinances from other jurisdictions, and review and analyze trends in industrial and commercial development and local economic development opportunities (i.e., types of businesses likely to locate to Newberg), and draft revised lists of permitted and conditional industrial and commercial uses.

The draft policies and revised use lists will be reviewed in a City staff work session on September 16, 2004. Greg Winterowd will present the revised policies and use lists to the Ad Hoc Committee on October 7, 2004. In addition to review by the Ad Hoc Committee, these draft policies and the proposed list of uses will be subject to public review as part of the outreach process in Task 2.3 and the Public Workshop in Task 4.



Task 2.3 Potential Site Identification and Evaluation of Future Options

Ecotrust will prepare a series of baseline maps to overlay buildable lands, land use, natural resources, topography, soils and street classification in the study areas within the Urban Growth Boundary, Urban Reserve Areas, and the immediately surrounding area outside the Urban Growth Boundary. Ecotrust will create GIS parcel database for each study area with classifications for the suitability criteria.

Ecotrust will apply the suitability criteria to sites within the study areas to generate an initial list of sites to meet future industrial and commercial land needs. Winterbrook will conduct an analysis of each study area. The analysis will:

- Determine the amount of net buildable acres (minus constrained land);
- Apply the suitability criteria to evaluate the suitability for commercial and industrial development; and
- Calculate the development capacity based on the different Land Use Strategies.

This analysis will first focus on land within the UGB and URAs. If it appears that these needs may not be met by sites within the UGB and URAs, then Winterbrook will expand the analysis to include additional areas outside the UGB.

Winterbrook will take the lead, in consultation with ECONorthwest, in refining the suitability criteria to the buildable lands inventory within the UGB and the URAs. Winterbrook will prepare a Study Area Evaluation to rate the suitability and potential constraints for each study area for commercial and industrial development.

Building on the major land holders input at the October 28 Ad Hoc Committee meeting, Greg Winterowd and Tom Armstrong will lead a public outreach effort to contact stakeholders and landowners within the study areas. This outreach effort will include letters to all property owners within the study areas, followed by interviews (in-person and by telephone) with community stakeholders, major landowners, developers, business owners, etc. Winterbrook will prepare a cover letter to explain the Future Land Use options project, contact information and opportunities to participate in the public workshops and committee meetings. Ecotrust will compile a mailing list for current property owners. City staff will be responsible for printing and mailing the outreach letter to property owners.

The project team will hold a work session with City staff to review the Study Area Analysis on or about November 18, 2004. Winterbrook will provide electronic or hard copies of a list and map of sites for commercial, industrial, and institutional designations, as well as related background materials, a minimum of two weeks prior to the December 16, 2004 Ad Hoc Committee meeting.

Greg Winterowd will present the draft Commercial and Industrial Study Area Analysis to the Ad Hoc Committee on December 16, 2004. Following the presentation, Greg Winterowd will lead a discussion on the study areas and future development options to identify issues for further study and refinement.



Task 3. Develop Residential and Institutional Future Options

Task 3.1 Suitability Criteria

Winterbrook will develop suitability criteria for the different housing types and institutional uses based on such factors as:

- Parcel Size
- Transportation Access (local, collector, arterial, LOS, access management)
- Services (water, sewer, drainage)
- Amenities (schools, parks, clusters of similar activities)
- Surrounding Land Use (similar, different, conflicts)
- Environmental Constraints (wetlands, riparian areas, slopes, trees)
- Soils (especially outside UGB)

The draft suitability criteria for residential housing types and institutional uses will be reviewed at a City staff work session on September 16, 2004. Winterbrook will provide electronic or hard copies of the revised suitability criteria a minimum of one week prior to the October 7, 2004 Ad Hoc Committee meeting. Greg Winterowd will present the revised suitability criteria to the Ad Hoc Committee on October 7, 2004.

Task 3.2 Future Land Use Strategies

Winterbrook will review current residential and institutional comprehensive plan policies and zoning districts. Winterbrook will develop two (2) Future Land Use Strategies to analyze different policy options both inside and outside the UGB. In general, the Base Case will be based on current zoning designations and the density assumptions used in the Land Needs Analysis. The other strategy will change density/intensification assumptions to use land more efficiently.

Task 3.3 Potential Site Identification and Evaluation of Future Options

Ecotrust will prepare a series of baseline maps to overlay buildable lands, land use, natural resources, topography, soils and street classification in the study areas within the Urban Growth Boundary, Urban Reserve Areas, and the immediately surrounding area outside the Urban Growth Boundary. Ecotrust will create GIS parcel database for each study area with classifications for the suitability criteria.

Ecotrust will apply the suitability criteria to sites within the study areas to generate an initial list of sites to meet future residential and institutional land needs. Winterbrook will conduct an analysis of each study area. The analysis will:

- Determine the amount of net buildable acres (minus constrained land);
- Apply the suitability criteria to evaluate the suitability for commercial and industrial development; and
- Calculate the development capacity based on the different Land Use Strategies.

This analysis will first focus on land within the UGB and URAs. If it appears that these needs may not be met by sites within the UGB and URAs, then Winterbrook will expand the analysis to



include additional areas outside the UGB.

Building on the major land holders input at the October 28 Ad Hoc Committee meeting, Greg Winterowd and Tom Armstrong will lead a public outreach effort to contact stakeholders and landowners within the study areas. This outreach effort will include letters to all property owners within the study areas, followed by interviews (in-person and by telephone) with community stakeholders, major landowners, developers, business owners, etc. Winterbrook will prepare a cover letter to explain the Future Land Use options project, contact information and opportunities to participate in the public workshops and committee meetings. Ecotrust will compile a mailing list for current property owners. City staff will be responsible for printing and mailing the outreach letter to property owners.

Winterbrook will prepare a draft Study Area Evaluation with the aggregate buildable area of parcels within each comprehensive plan designation and the size and locational characteristics of each study area. The development capacity for each study area will be based on the different Land Use Strategies. The Study Area Evaluation will rate the suitability and potential constraints for each study area for residential and institutional development.

The project team will hold a work session with City staff to review the Site Evaluation on or about October 28, 2004.

Winterbrook will provide electronic or hard copies of a list and map of sites for residential and institutional designations, as well as related background materials, a minimum of one week prior to the November 18, 2004 Ad Hoc Committee meeting.

Greg Winterowd will present the draft Site Evaluation to the Ad Hoc Committee on November 18, 2004. Following the presentation, Greg Winterowd will lead a discussion on the study areas and future development options to identify issues for further study and refinement.

Task 4. Support Community Workshop (March 2005)

Winterbrook Planning will work with City staff to organize a community workshop to review the Future Land Use Options. Winterbrook Planning will prepare media releases, meeting notices, handouts, questionnaires, and display materials. Ecotrust will prepare maps of the different Study Area Evaluations and land use options. A summary display will be created for posting at City Hall or the Library.

The purpose of the Community Workshop will be to provide the general public an opportunity to review the Study Area Evaluations and to provide comments on their preferences on future growth areas. The Community Workshop will be an open house format with individual stations – Purpose, Land Needs, Study Area Evaluation, and Future Land Use Options. Each station will be staffed by a member of the project team and/or City staff to explain the information, answer questions, and assist with soliciting feedback on the key policy issues. A feedback questionnaire will provide prompting questions to get at the key policy choices and community preferences.

Greg Winterowd will present the draft workshop materials to the Ad Hoc Committee on February 17, 2005. The Community Workshop will be held on March 3, 2005



Winterbrook will prepare a summary of the comments from the Community Workshop. The project team will hold a work session with City staff to review the results of the workshop and form the initial recommendations for a preferred Future Land Use Option on or about March 10, 2005.

Task 5. Draft Report and Recommendations

Winterbrook will prepare a draft report to summarize the methods, analyses, and findings with supporting maps. The report will include draft Comprehensive Plan policy and map amendments and data tables corresponding to the recommended preferred Land Use Option for the different land use types.

Winterbrook will deliver the draft report to City staff on March 31. City will complete a review and provide consolidated comments by April 7. A work session will be held, if necessary.

Greg Winterowd will present the draft report and recommendations to the Ad Hoc Committee on April 28, 2005. City staff will provide Winterbrook a set of consolidated staff and committee comments on the draft report by May 2, 2005. Winterbrook will provide a revised report by May 9, 2005 for consideration at the May 19 Ad Hoc Committee meeting.

Task 6. Joint work session with City Council and Planning Commission

Greg Winterowd will work with City staff and the chair of the Ad Hoc Committee to prepare a presentation to the City Council and Planning Commission. The presentation will summarize the key findings and recommendations of the study and highlight the policy decisions and the next steps required to implement the preferred Future Land Use Option.

Greg Winterowd will represent Winterbrook at the Joint Work Session of the City Council and Planning Commission on June 9, 2005.

Task 7. Draft Plan and Zoning Ordinance Amendments

Based on the results of the Joint Work Session, Winterbrook will incorporate changes to the final Future Land Use Options report and prepare draft map and text amendments with supporting findings for changes within the existing UGB. In addition, Winterbrook will prepare a technical memo summarizing the additional analysis necessary to support any recommended UGB amendments.

The plan and zoning ordinance amendment package will be delivered to the City of Newberg by June 23, 2005.

Task 7.1 Draft Comprehensive Plan Map Amendments

Winterbrook Planning will work with Ecotrust to prepare comprehensive plan map amendments necessary to implement the preferred Future Land Use Option within the existing UGB. Products will include PDF files for posting on the City's website and GIS shape files (with supporting data tables).



Task 7.2 Draft Comprehensive Plan Text Amendments

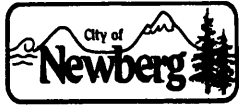
Winterbrook Planning will prepare a plan amendment package with findings in support of the necessary plan text amendments.

Winterbrook will prepare a technical memo summarizing the additional analysis necessary to support any recommended UGB amendments, including requirements to address Statewide Planning Goal 14 "locational factors" and other applicable state administrative rules.

Task 7.3 Draft Zoning Ordinance Text Amendments

Winterbrook Planning will prepare a zoning ordinance amendment package with findings in support of the necessary code text amendments, including the revised lists of permitted and conditional industrial and commercial uses.





RESOLUTION No. 2004-2535

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT WITH WINTERBROOK PLANNING FOR PROFESSIONAL SERVICES FOR A FUTURE LAND USE OPTIONS STUDY.

RECITALS:


1. In January 2004, the City appointed the Ad Hoc Committee on Newberg's Future to provide advice and recommendations as it begins to plan for its future for the next 20 years and beyond.
2. In support of its future planning efforts, the City contracted with Barry Edmonston for a population study and with Johnson Gardner LLC for a land needs analysis to identify the quantity of land that would be required by 2025 and 2040 for residential, commercial and industrial uses.
3. In May 21, 2004, the City issued a Request for Proposal for a Land Use Options Study to continue the planning process, including the location and density of future development. A notice was placed in the Daily Journal of Commerce, and 18 firms were notified directly. Four firms (or teams) responded to these notices: Johnson Gardner LLC (\$36,086), Cogan Owens Cogan (\$35,627), CDA Consulting Group, Inc. (\$49,400), and Winterbrook Planning (\$35,985). A team of four staff reviewed and rated the proposals. Average scores were as follows: Winterbrook, 237 points; Cogan Owens Cogan, 220; Johnson Gardner, 207; and CDA, 164. All firms except CDA were interviewed on July 15, 2004, and were ranked by the same staff committee as follows: Winterbrook, 1; Johnson Gardner, 2; and Cogan Owens Cogan, 3. Major considerations included depth of experience in performing similar studies, especially commercial and industrial site analysis, and ability to conduct independent analysis using a geographic information system. The staff committee unanimously selected Winterbrook Planning. References were very favorable.
4. On August 4, 2004, City staff met with Greg Winterowd and Tom Armstrong of Winterbrook Consulting to review the proposed Scope of Work. At that time, several tasks were added, bringing the total value of the contract to \$47,240.
5. On June 16, 2004, the City was informed that its request for a technical assistance grant to conduct the "Industrial, Commercial, and Institutional Lands - Locational and Zoning Analysis" had been funded, and a grant agreement for \$25,000 was fully executed on August 30, 2004.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council authorizes the City Manager to sign a contract (attachment "A") with Winterbrook Planning in the amount of \$47,240.00 for professional services for a Future Land Use Options Study.

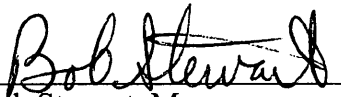
➤ Effective Date of this resolution is the day after the adoption date which is: October 5, 2004.

ADOPTED by the City Council of the City of Newberg, Oregon, this 4th day of October, 2004.



James H. Bennett, City Recorder

ATTEST by the Mayor this 12th day of October, 2004.



Bob Stewart, Mayor

LEGISLATIVE HISTORY

By and through _____ Committee at / /2004 meeting. Or, None.
(committee name) (date) (check if applicable)