



City Council

July 15, 2024

Newberg Public Safety Building 401 E. Third Street

Denise Bacon Community Room

Online: <https://us06web.zoom.us/j/89536547180>

Public Comment Registration: <https://bit.ly/nbgcomment>

View Slides: [Link](#)

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PROCLAMATIONS AND HONORS

4.1. [Proclamation of Old Fashioned Festival Week](#)

4.2. Introduction of the 2024 Old Fashioned Festival Court

5. CITY MANAGER'S REPORT

5.1. [May Statistical Report](#)

6. PUBLIC COMMENTS

7. REPORTS AND PRESENTATIONS

7.1. [Community Development Department Customer Service Initiatives](#)

8. NEW BUSINESS

8.1. [Approval of Keller Engineering Contract](#)

8.2. [Review and Authorization of Funding for Applications to the 2023-2024 Notice of Funding Availability for the Newberg Construction Excise Tax Fund](#)

8.3. [Two Year Budget Cycles](#)

8.4. Unincorporated Properties Policy Discussion

9. 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.

PROCLAMATION



A PROCLAMATION DECLARING JULY 25-28, 2024 AS NEWBERG OLD FASHIONED FESTIVAL WEEK IN THE CITY OF NEWBERG

WHEREAS, the City of Newberg is a family friendly and inclusive community that hosts many gatherings, numerous celebrations, and a variety of entertainment venues where old friends and new ones can get together; and

WHEREAS, each year the City of Newberg and many members of the community participate by celebrating community spirit, during the last full weekend in July; and

WHEREAS, the City of Newberg welcomes the community and visitors each year to join them in the Newberg Old Fashioned Festival activities, and enjoy the camaraderie and sense of community built by the festival of this extent; and

WHEREAS, the many Newberg Old Fashioned Festival events that take place during the week bring the community together for fun and entertainment. The theme for this year is, "Small Town, Big Dreams."

NOW, THEREFORE, be it resolved that the Mayor and City Council of Newberg, Oregon do hereby proclaim July 25-28, 2024,

NEWBERG OLD FASHIONED FESTIVAL WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Newberg to be affixed on this 15th day of July 2024.

Bill Rosacker, Mayor

REQUEST FOR COUNCIL ACTION



Date Action Requested: (July 15, 2024)

Order ☐	Ordinance ☐	Resolution ☐	Motion ☐	Information ☒	Proclamation ☐
Subject: CM statistics report for May 2024 events				Staff: Will Worthey CM Department: Administration	
Work Session ☐ Business Session ☒				Order On Agenda: CM report	

Is this item state mandated? Yes ☐ No ☒

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

Recommendation: NA

Executive Summary: The summary of events conducted by city departments in May of 2024.

Fiscal Impact: All were conventionally budgeted items and part of our regular operations.

Council Goals:

Goal 5: Create and maintain a high level of transparency with our residents in order to build trust.

Effective CM reporting assists with Objective 1:

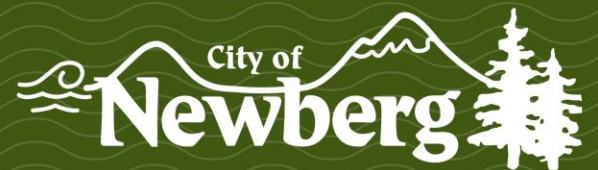
Expand communication outreach in regard to regular city events and additional involvement with city businesses.

CM Report for July 2024 Information

Attachment 1: CM report presentation

Newberg CM report

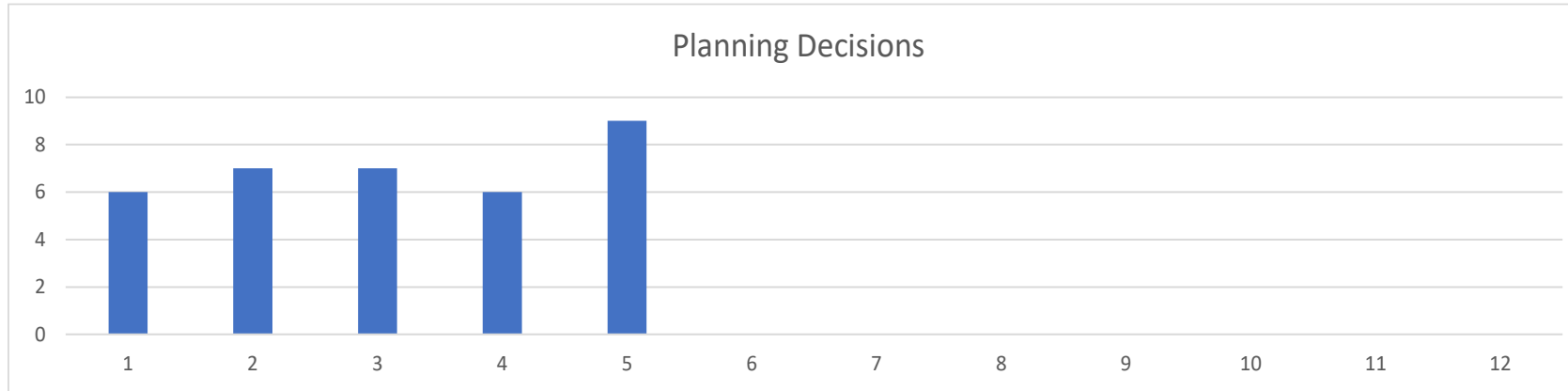
Monthly Statistics to the end of May 2024



Planning: combined planning decisions of all sorts*: 9

**Average
2022**

11.67

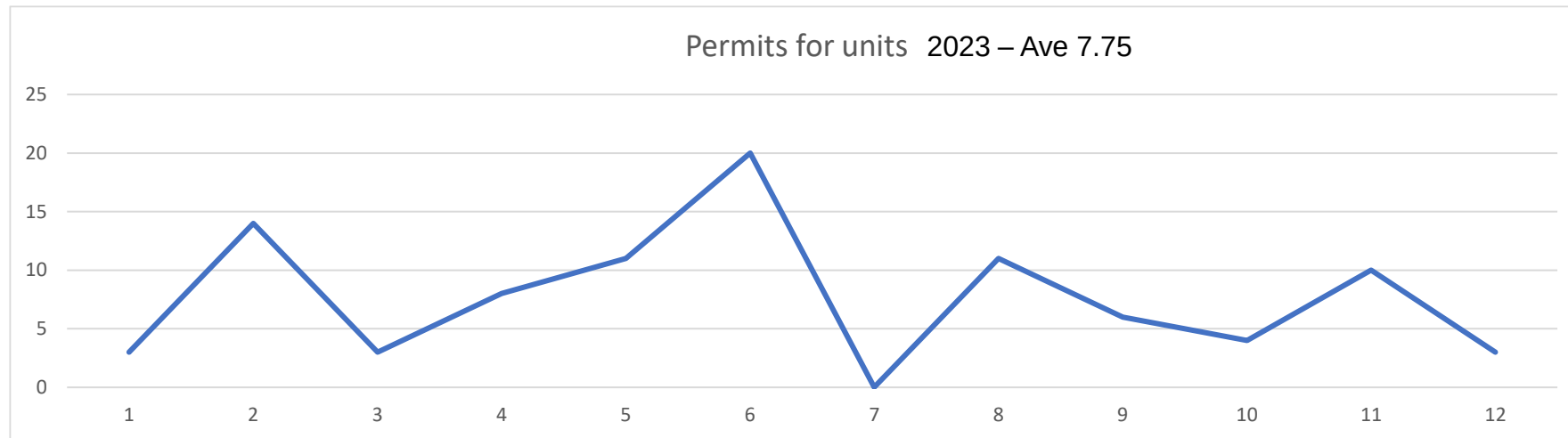
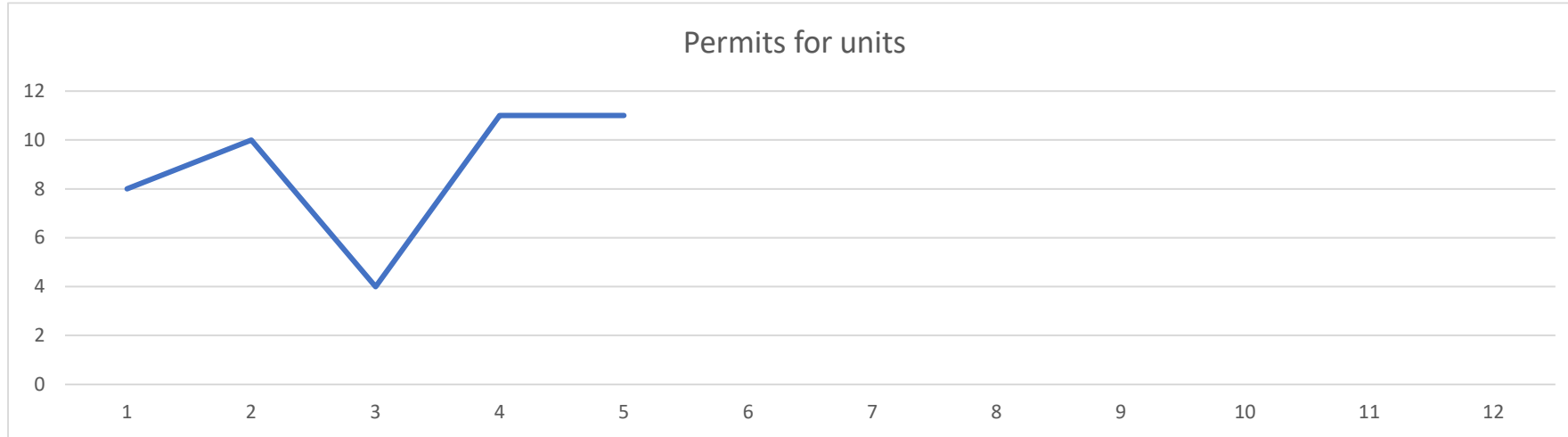


* Combined from the Director, Planning Commission and Council

Planning: building permits for housing units: 11

**Average
2022**

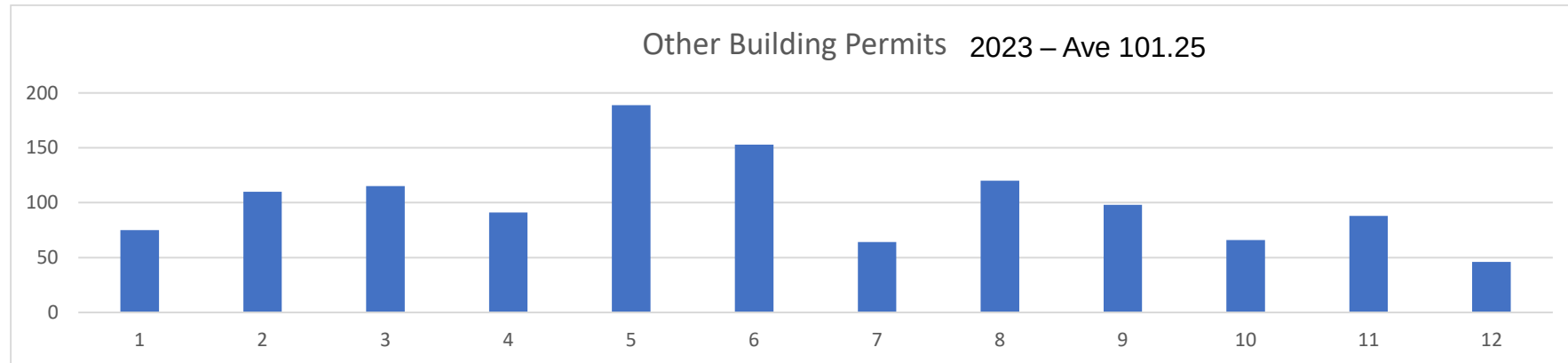
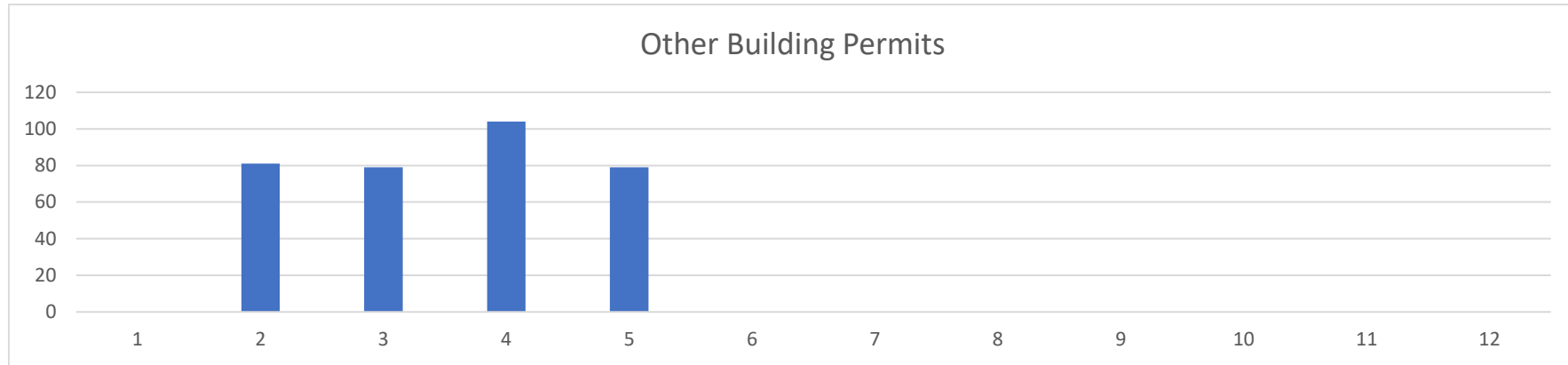
15



Planning: building permits other types: 79

**Average
2022**

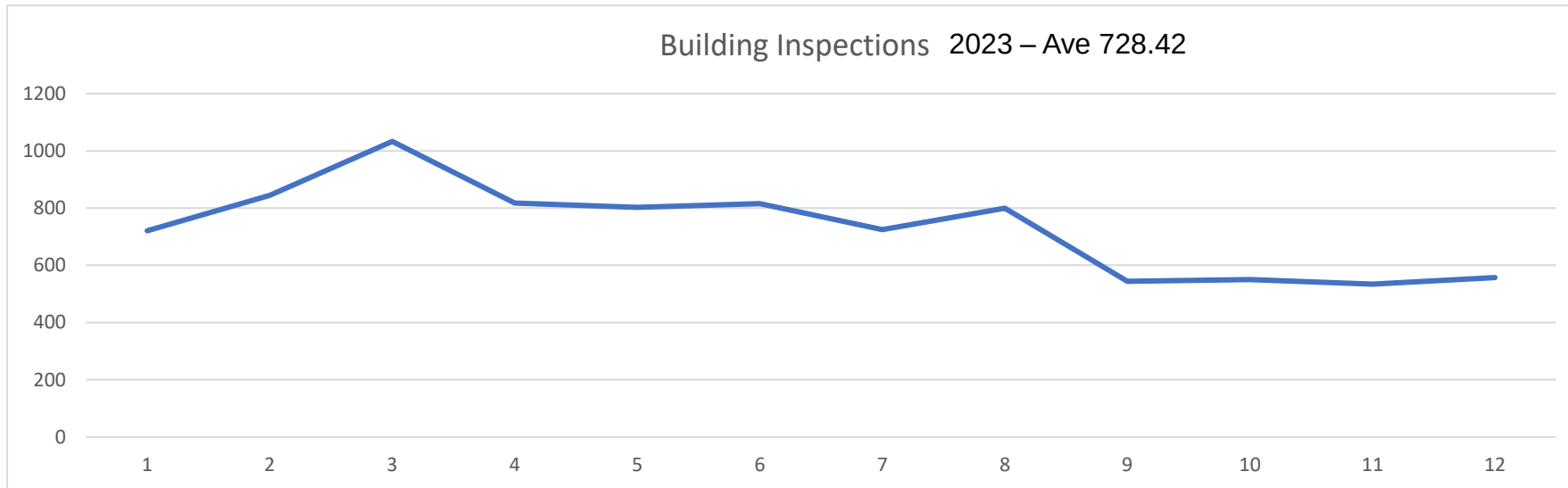
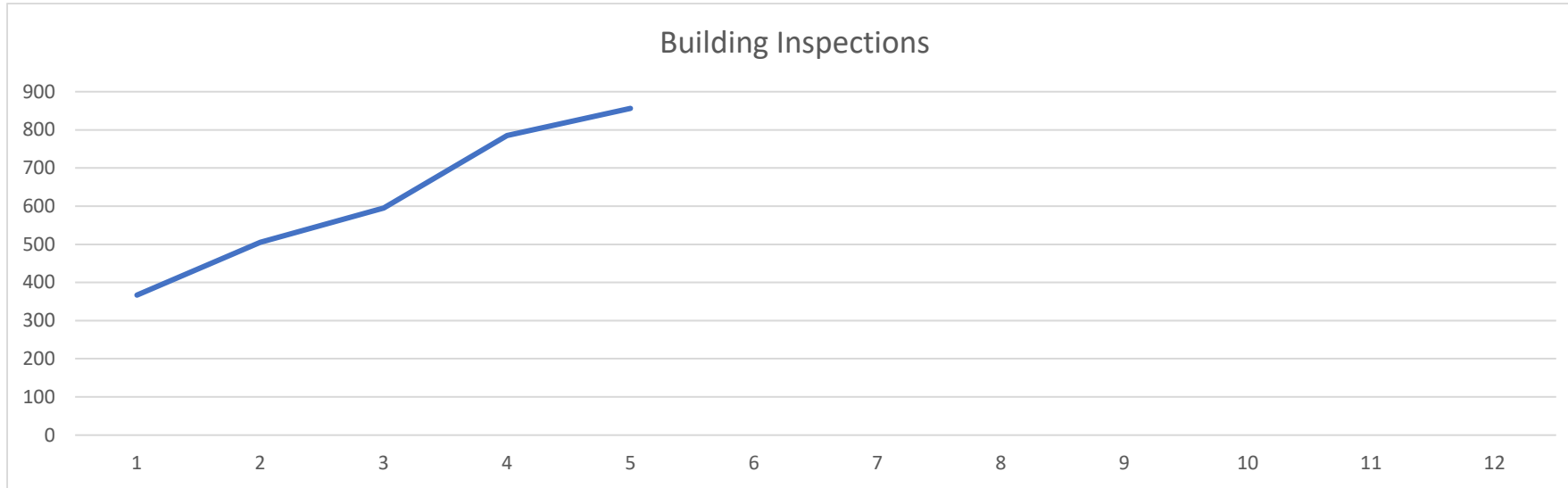
122



Planning: building inspections: 856

**Average
2022**

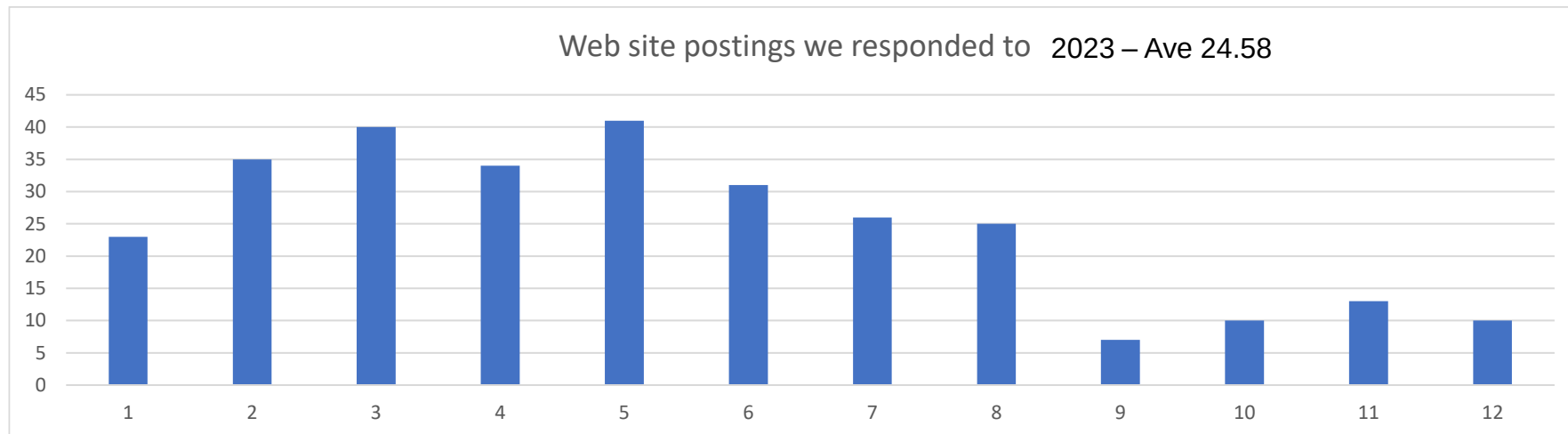
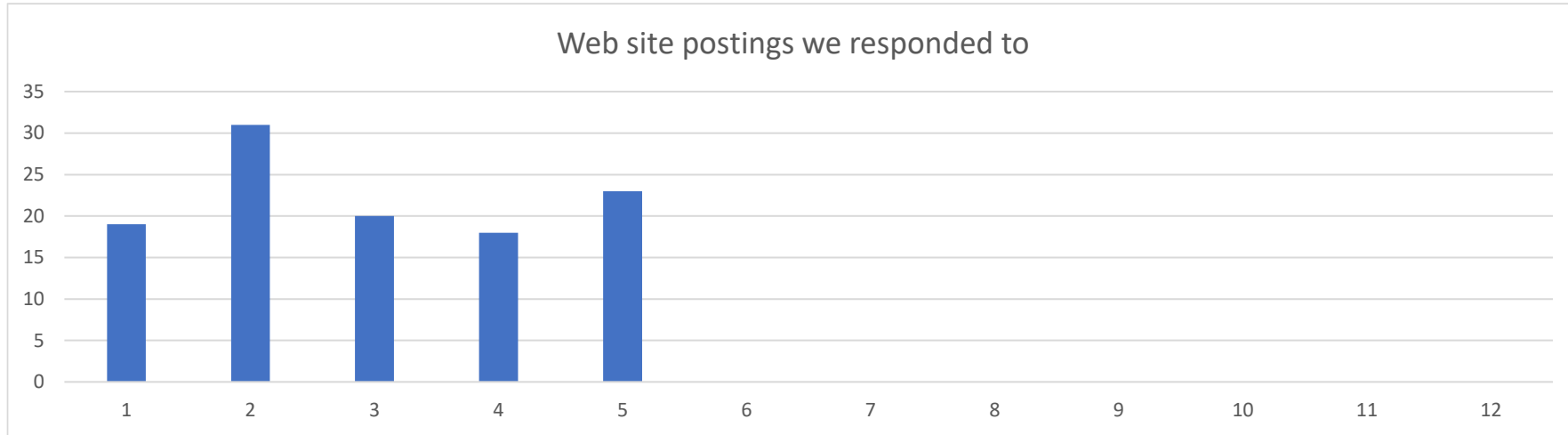
691



Community Engagement: submission forms through website: 23

**Average
2022**

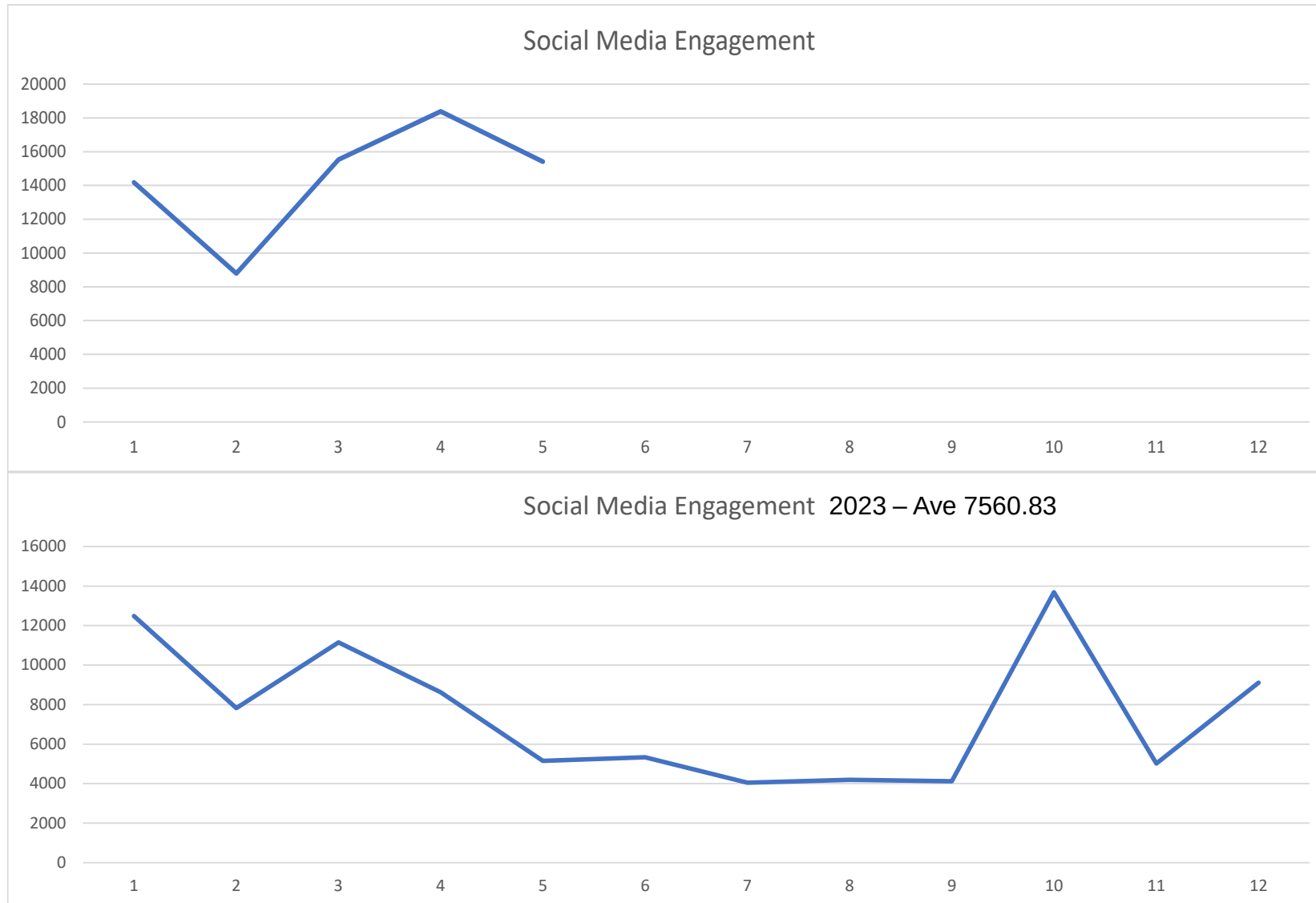
23



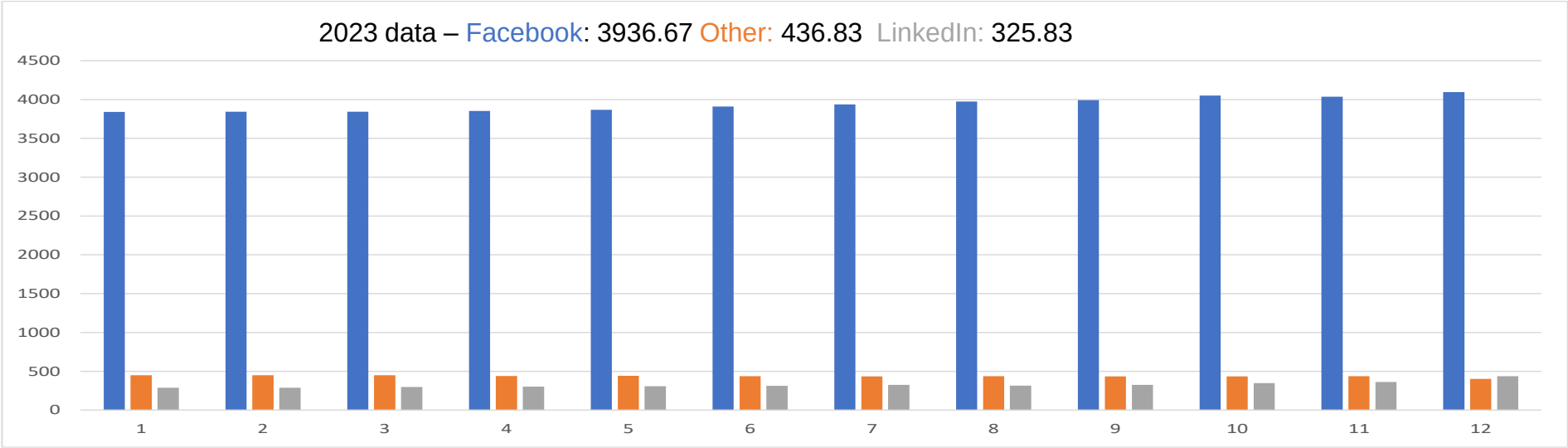
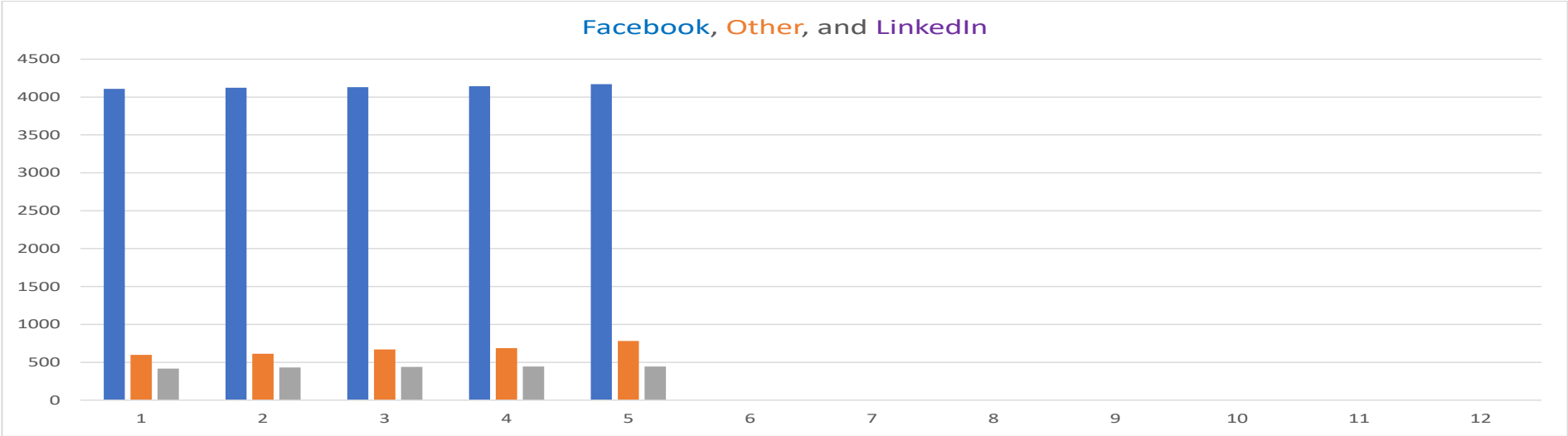
Community Engagement: social media engagement: 15,417

**Average
2022**

7942.5



Community Engagement: Socials followers Facebook 4171, Other 782, LinkedIn 443



Average
2022

Facebook
3746

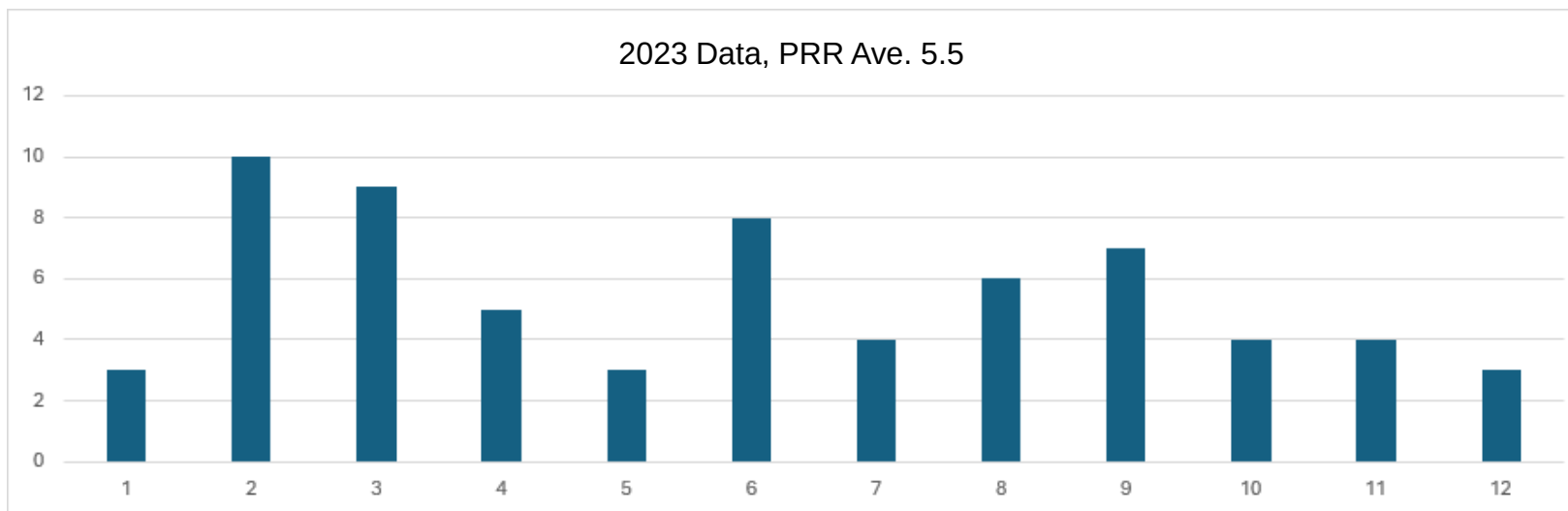
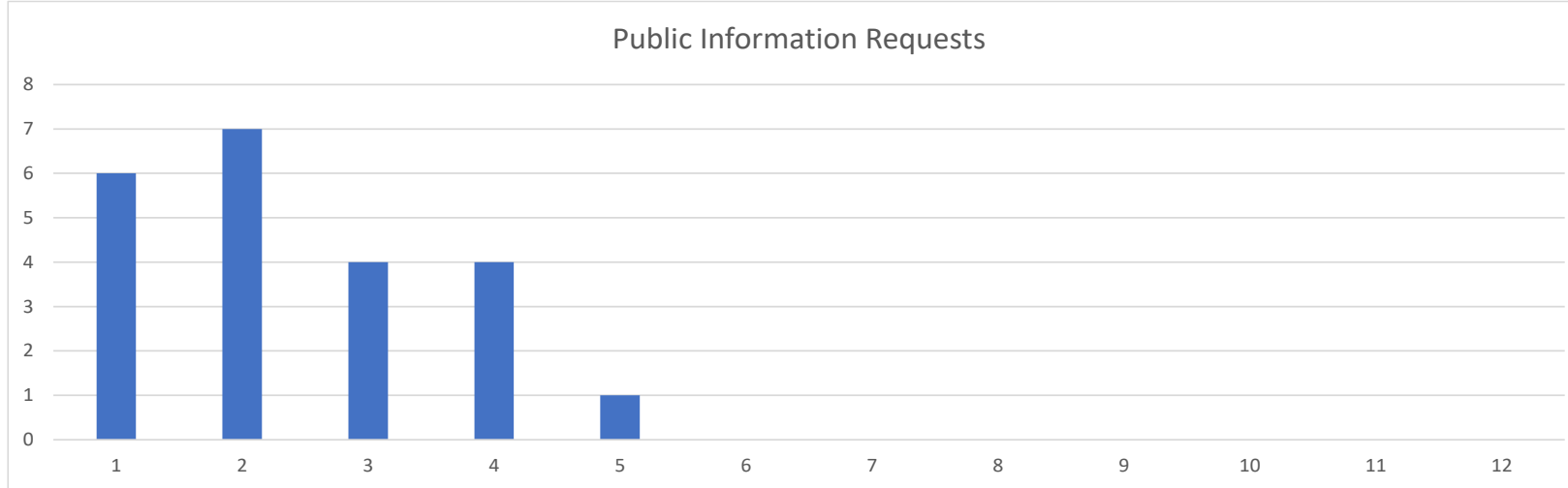
Twitter
415

LinkedIn
253.6

City Recorder: Public Records Requests: 1

**Average
2022**

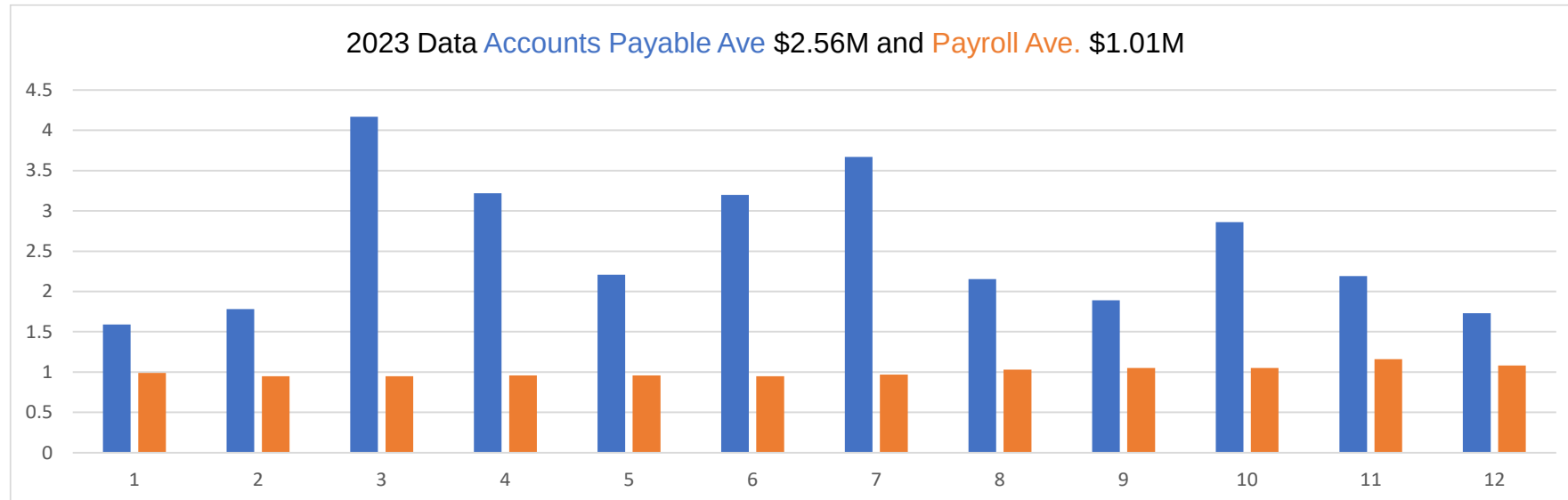
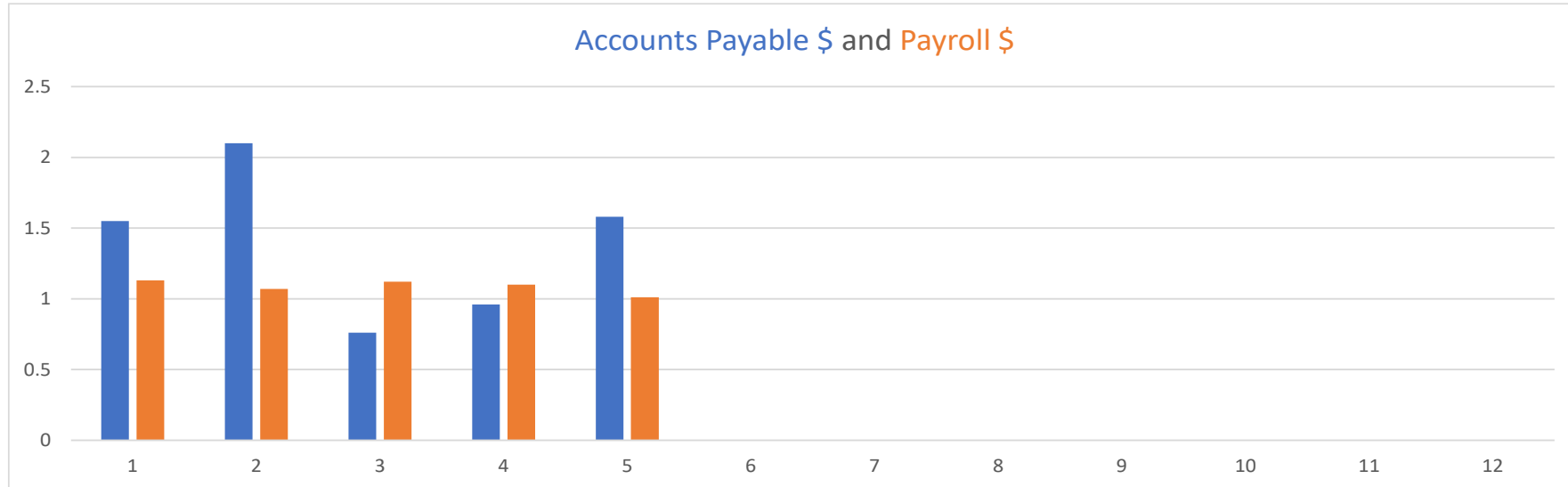
4.5



Finance: \$1.58 M of payments to accounts payable & \$1.01 M of payroll

**Average
2022**

**AP
\$1.75 M
Payroll
\$0.93 M**



HR activity: Recruitments advertised - 6 Hires: 0 Separations: 0,
FMLA / ADA / OFLA / workers comp claims: 3

**Average
2022**

Recruitments

5.6

Hires

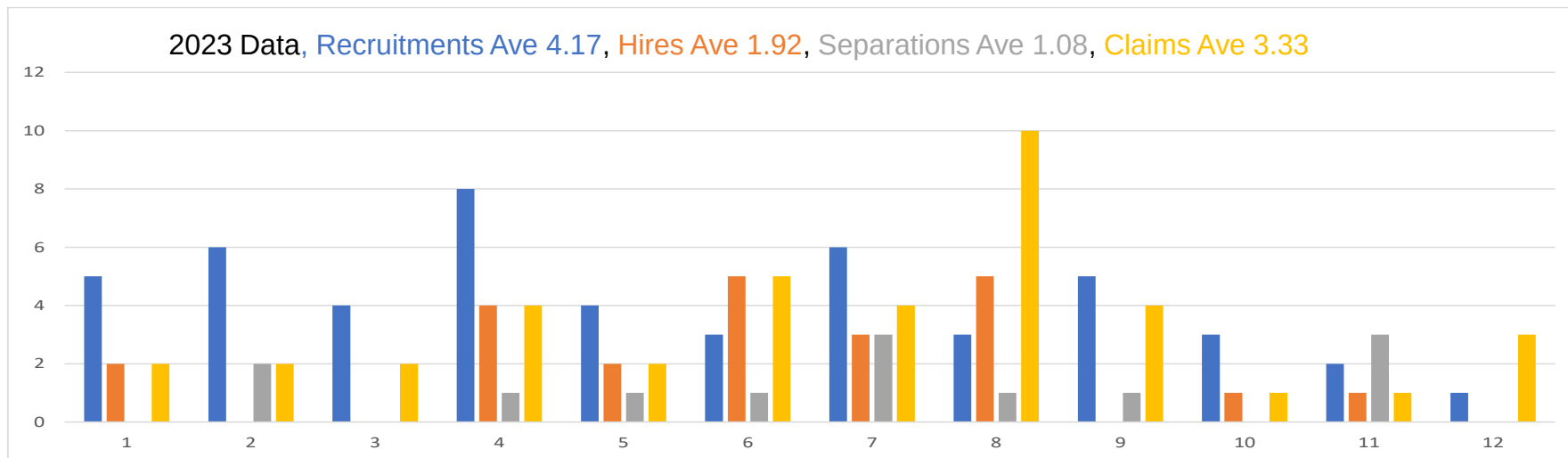
1.9

Separations

1.6

Claims

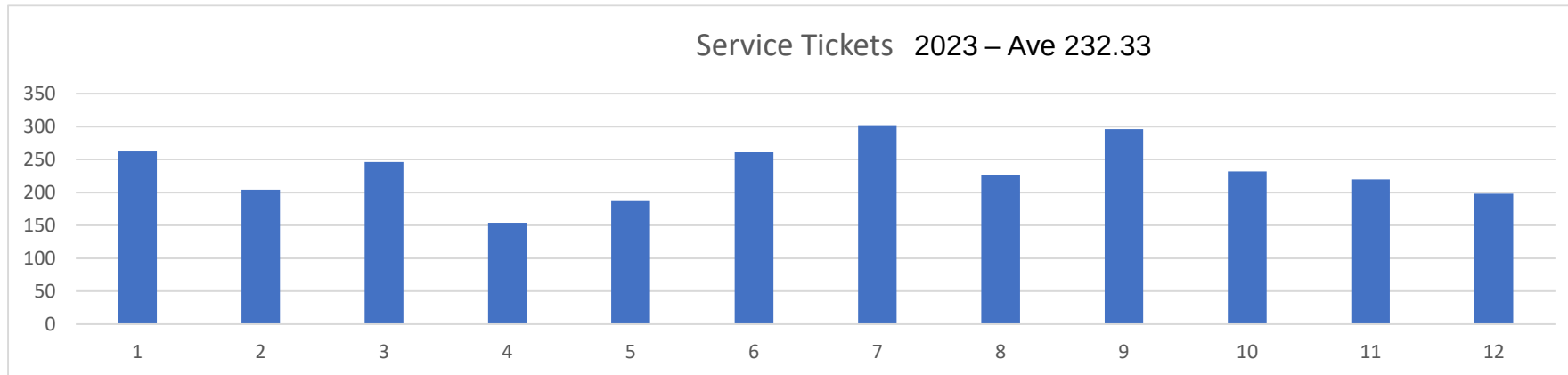
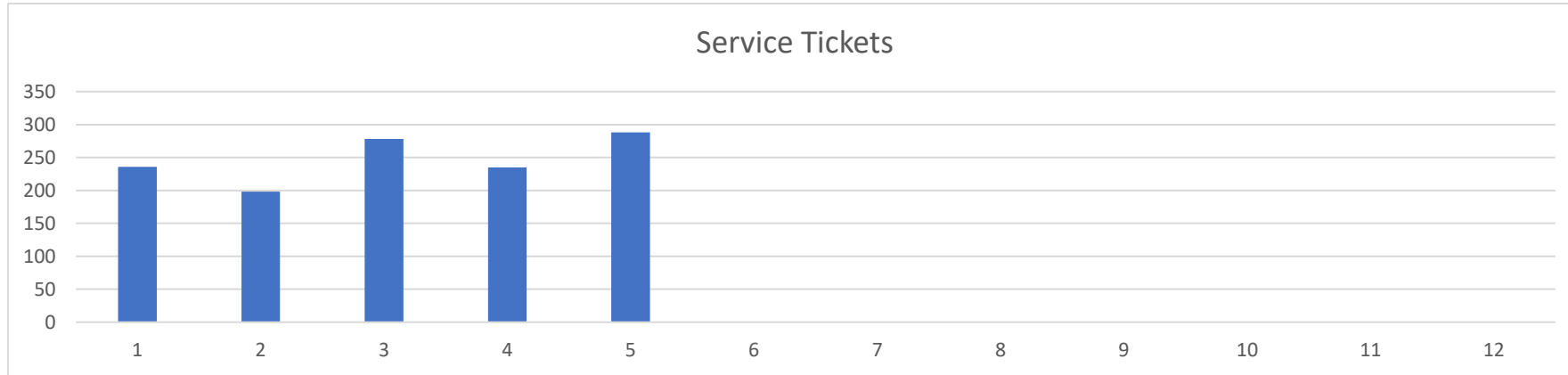
2.6



IT resolved 288 service tickets for the city.

**Average
2022**

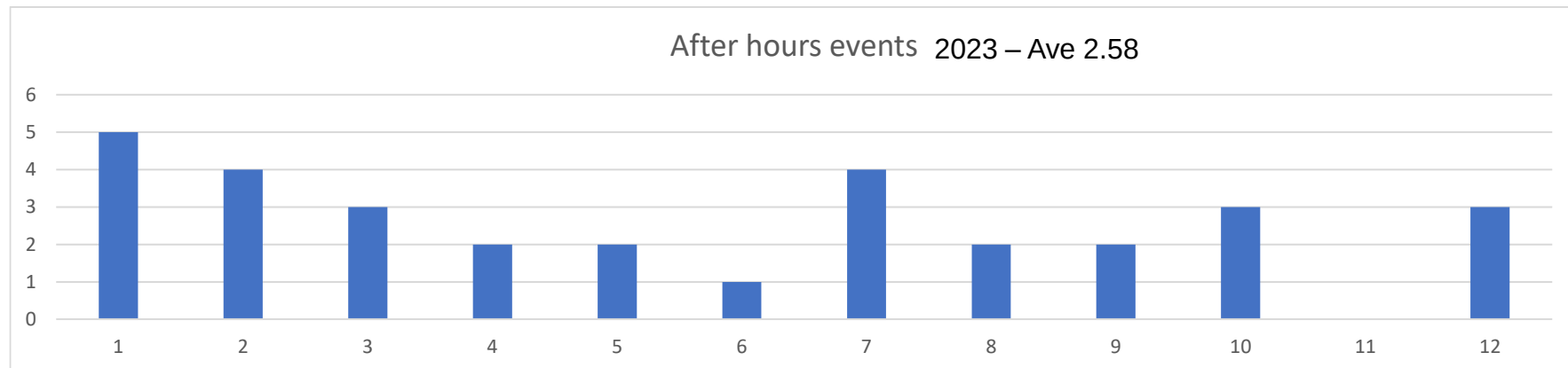
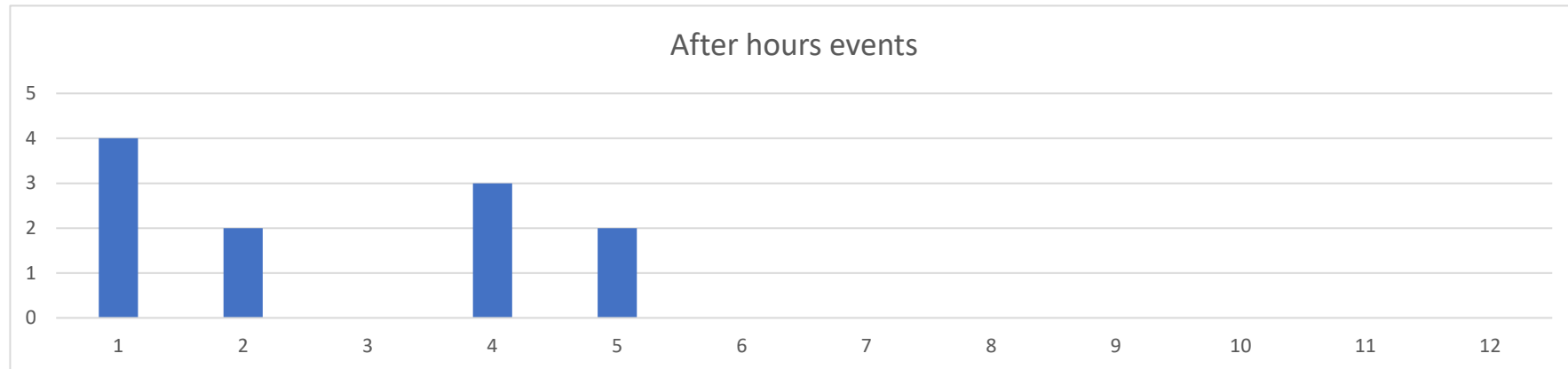
203.4



IT responded to 2 after hours on-call events.

**Average
2022**

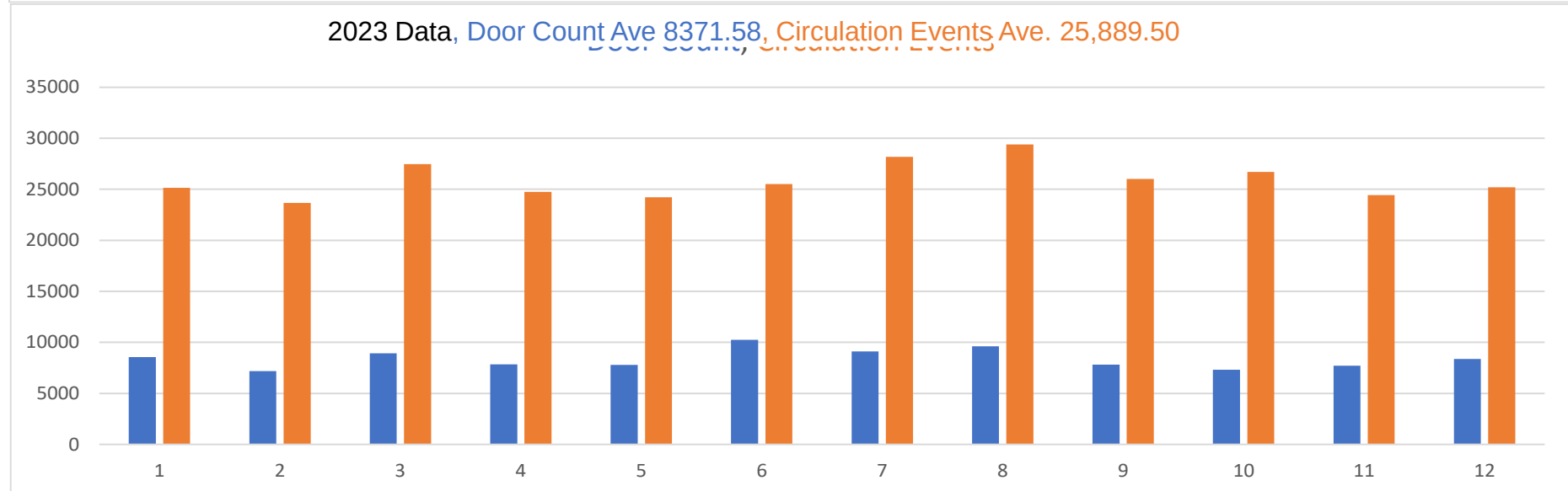
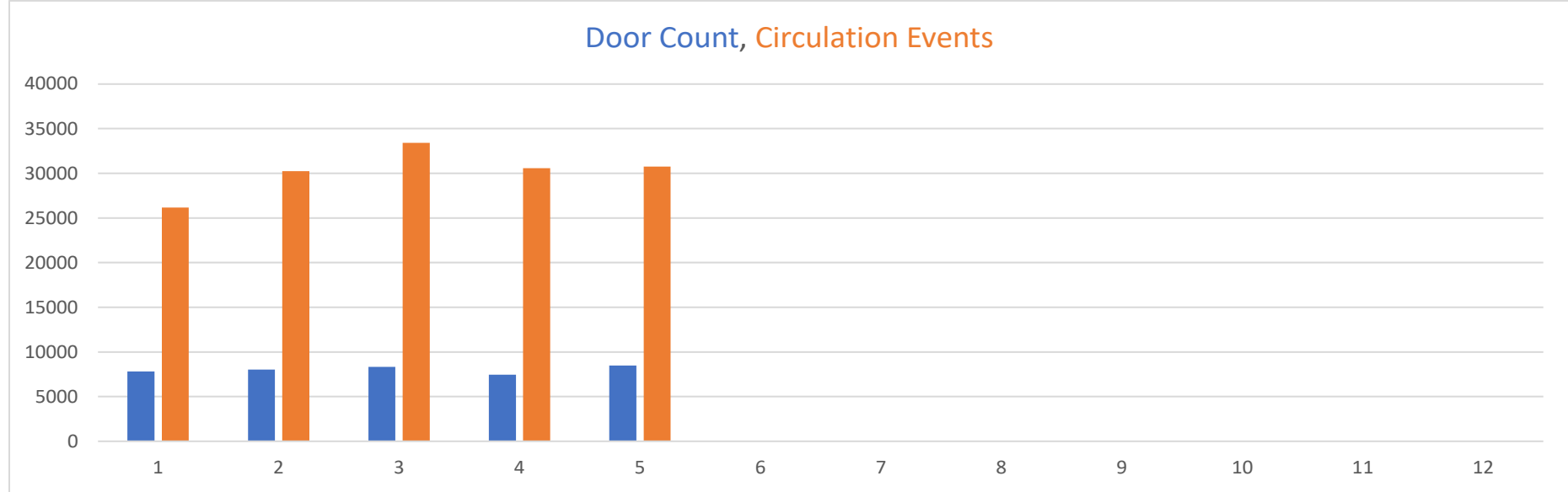
3.6



Library Activity: Door count 8,473, Circulation events 30,748

**Average
2022**

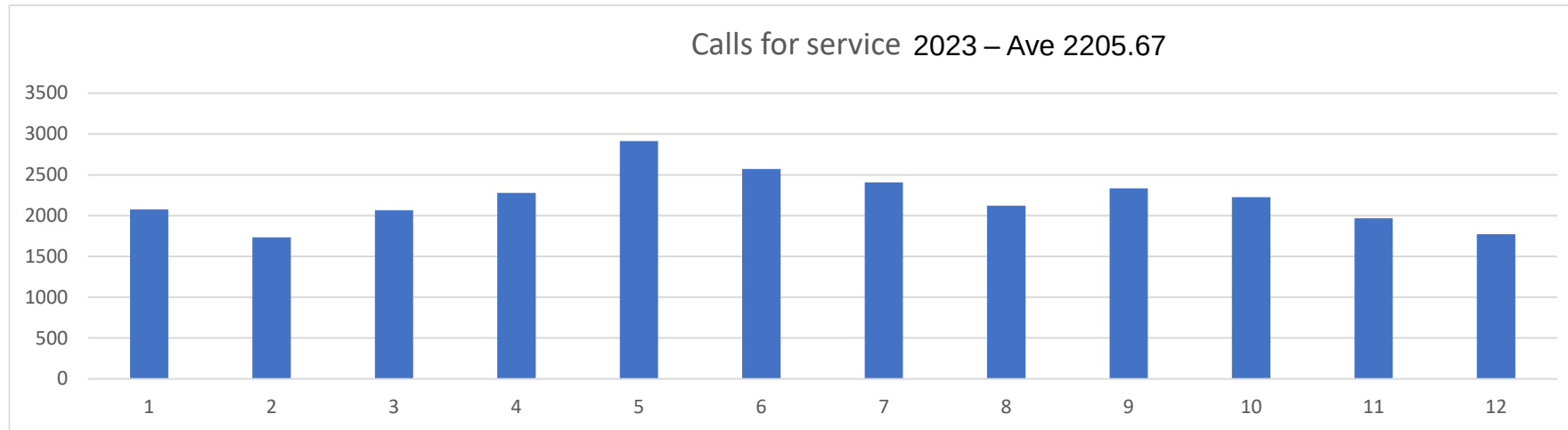
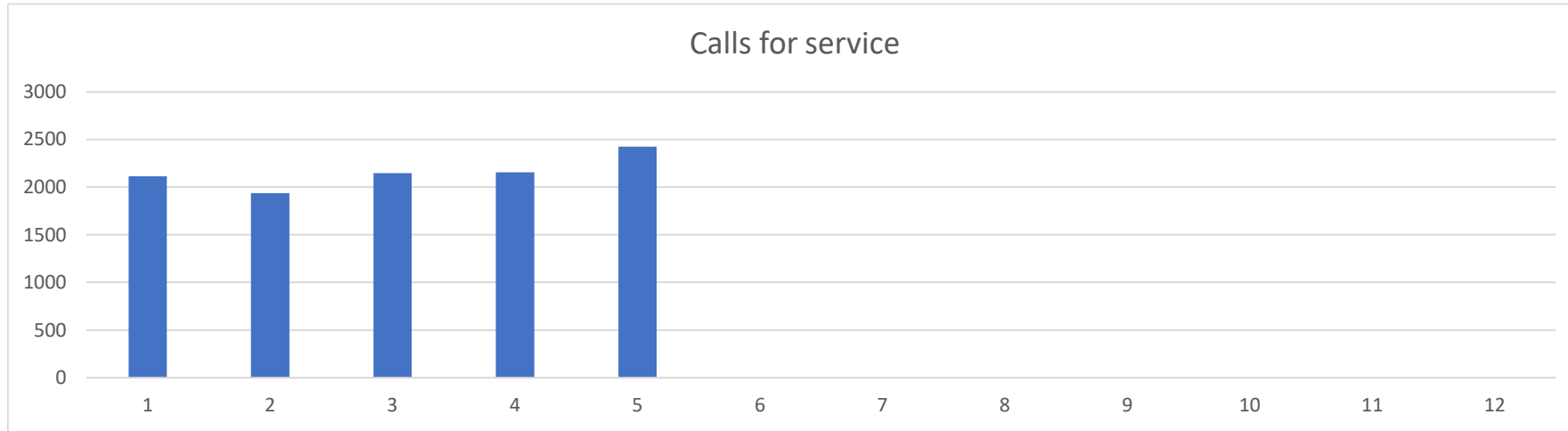
**Door Count
7108
Circulation
Events
23,418**



Public Safety: 2,425 – calls for service

**Average
2022**

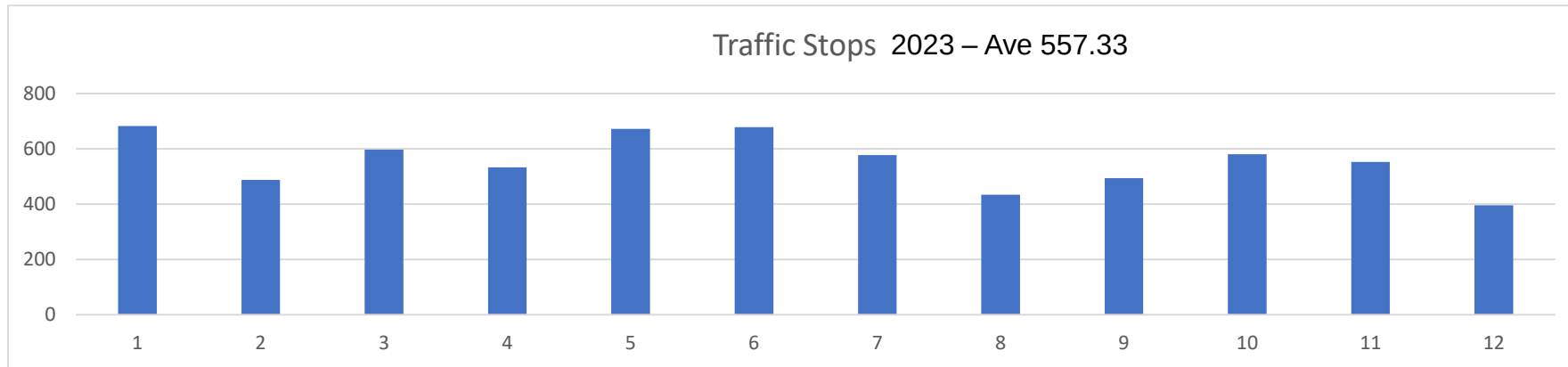
2065



Public Safety: 757 – traffic stops

**Average
2022**

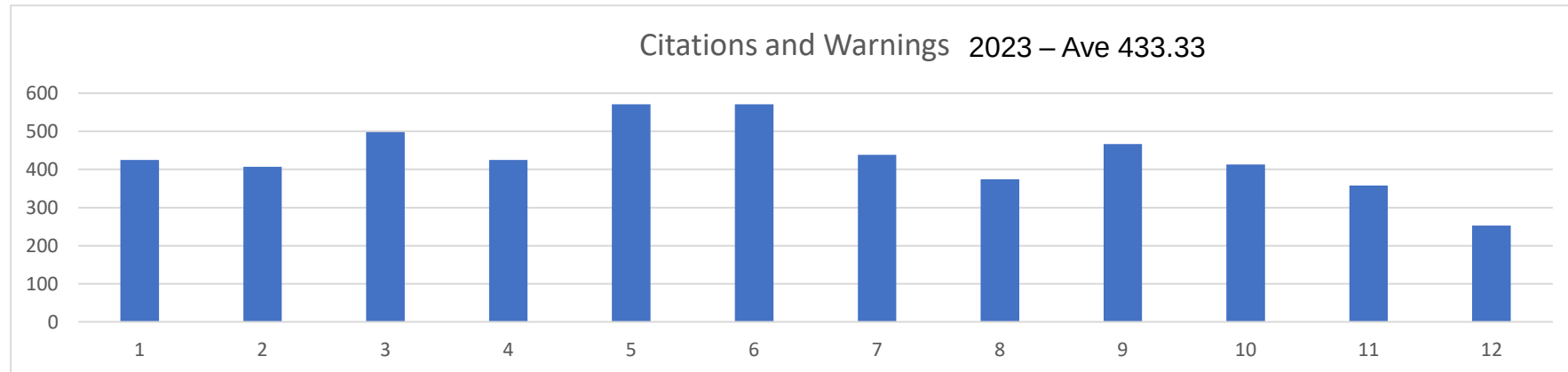
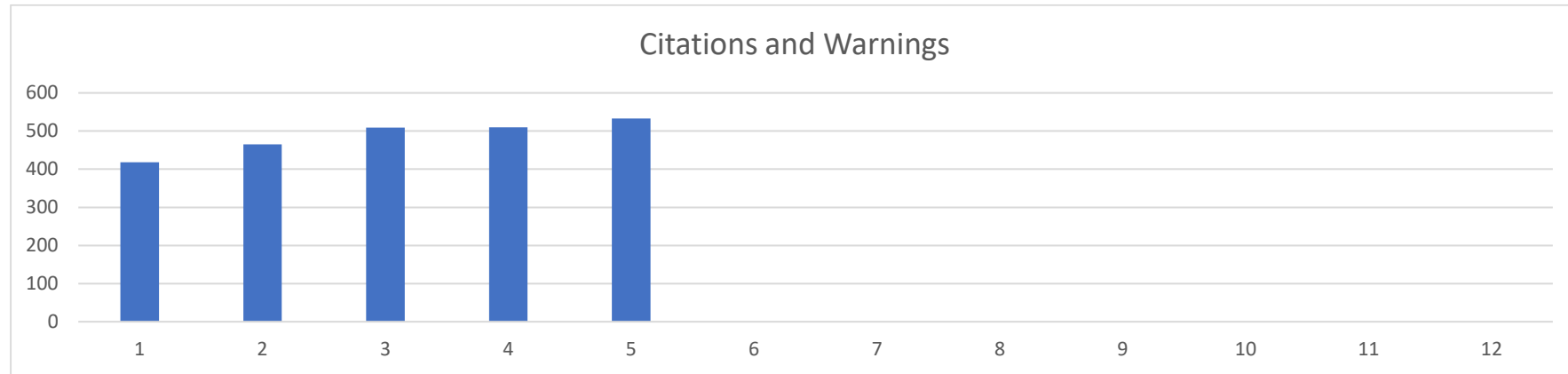
561



Public Safety: 533 – citations & warnings

**Average
2022**

428

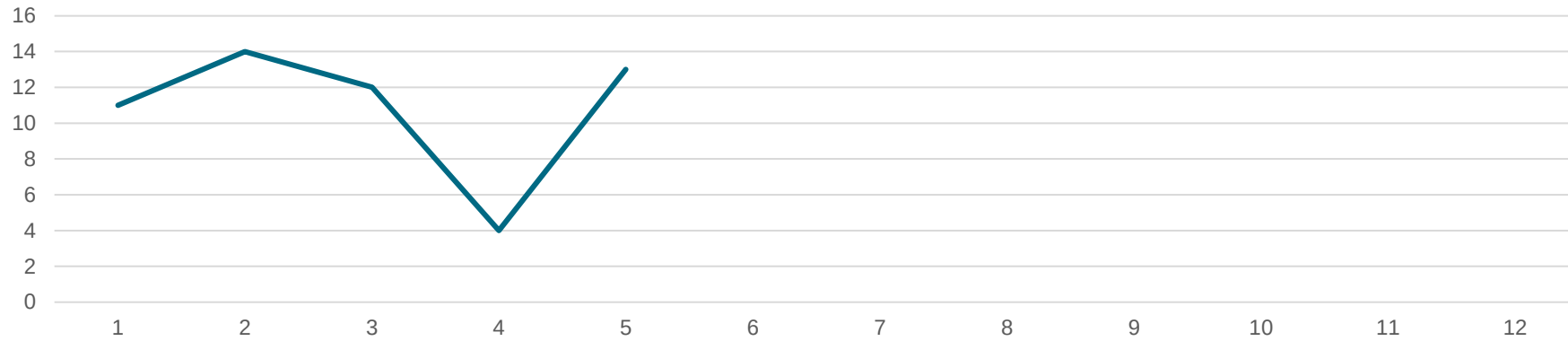


Public Safety: 13 – DUI's

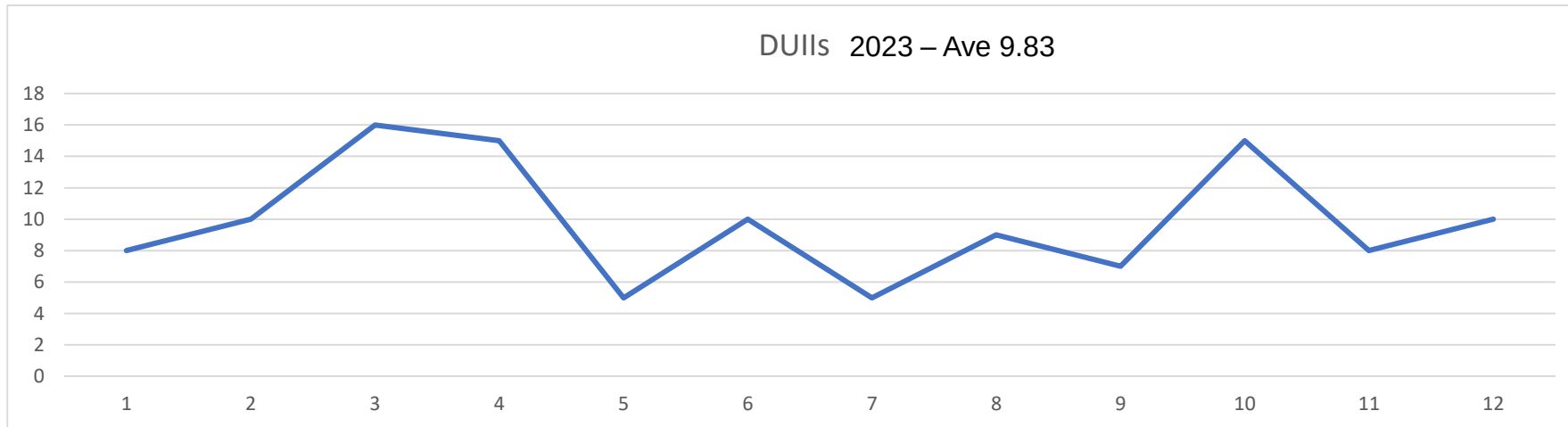
**Average
2022**

12.1

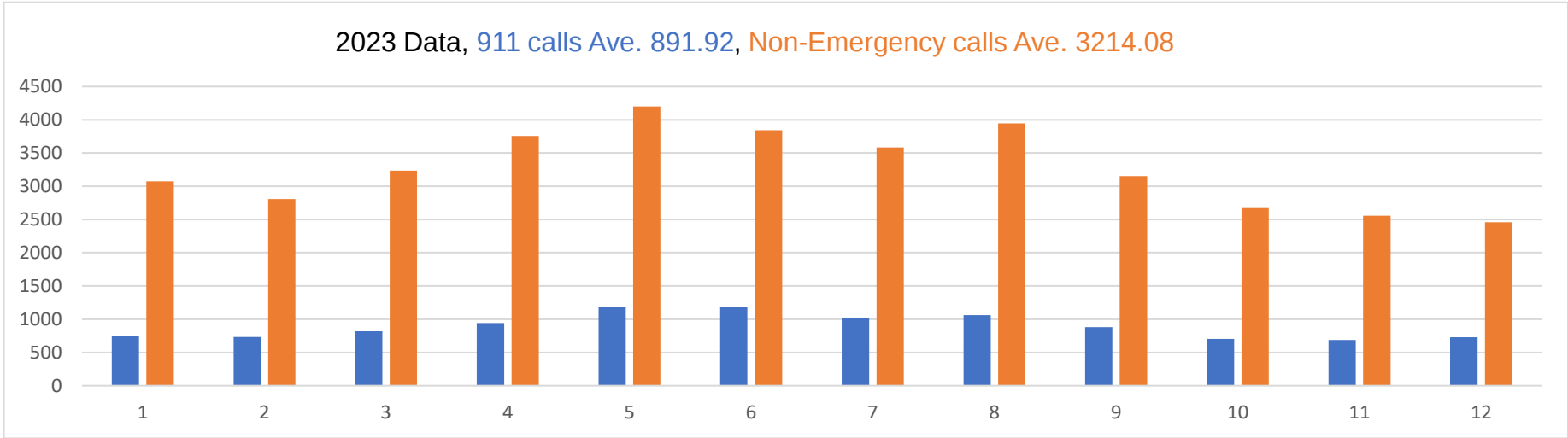
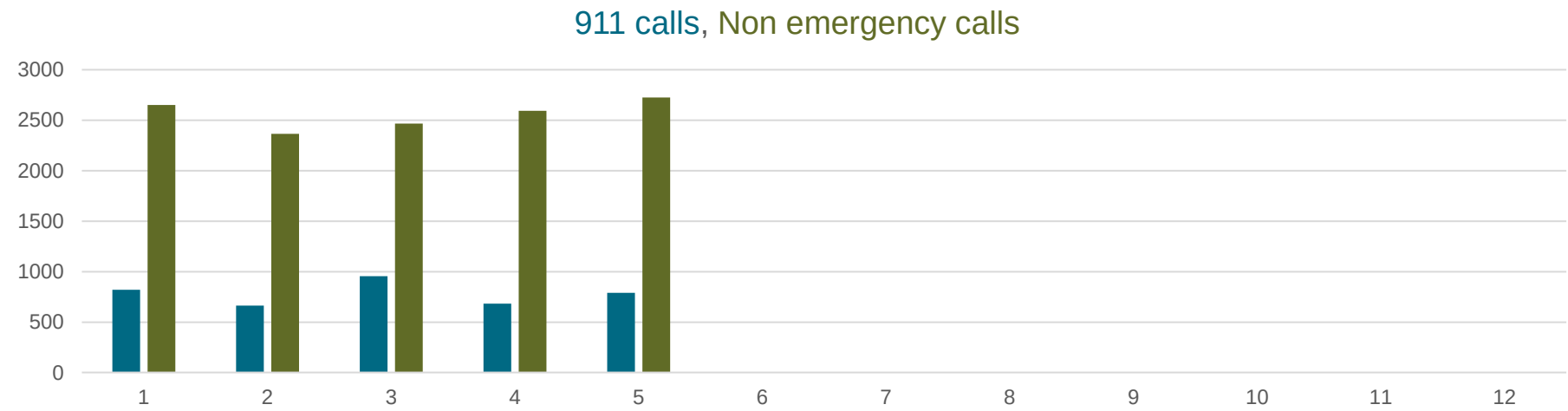
DUIs



DUIs 2023 – Ave 9.83



Dispatch: 789 “911” calls & 2,726 non-emergency calls



Average
2022

911 Calls

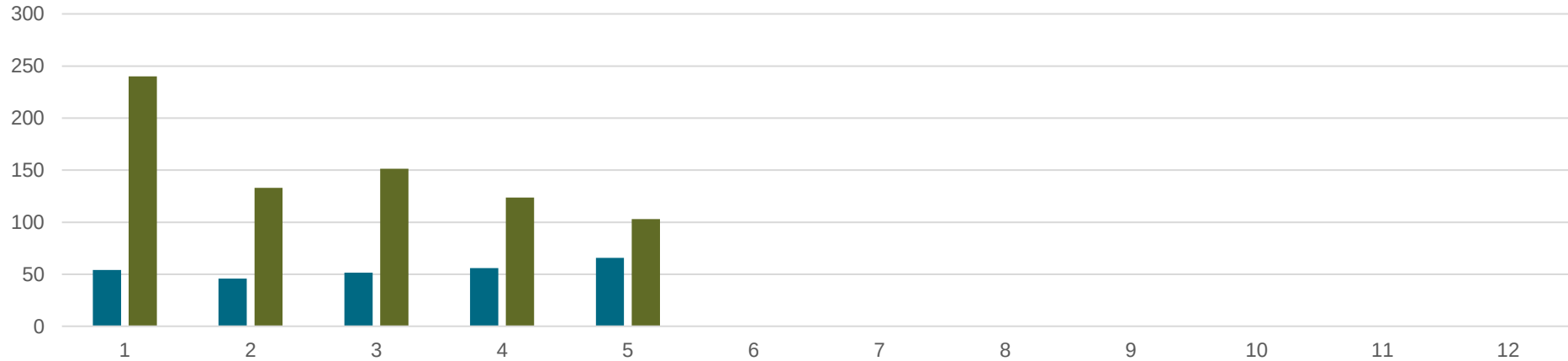
817

Non-Emergency Calls

3436

Public Works: water production was 65.6 million gallons, & 103.06 million gallons (MG) were treated

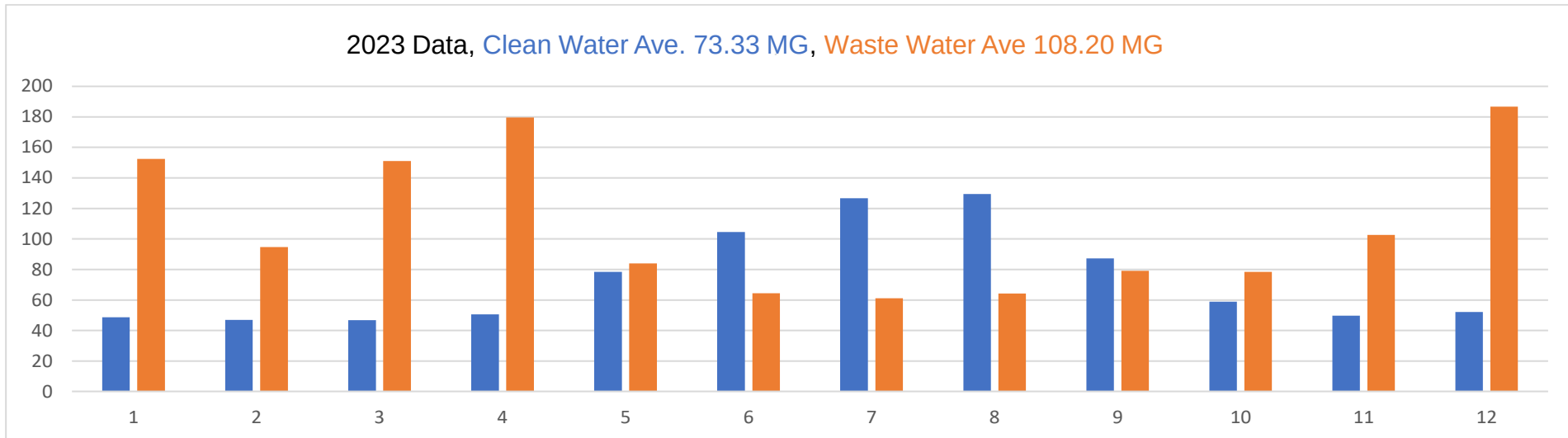
Clean water, Waste Water



**Average
2022**

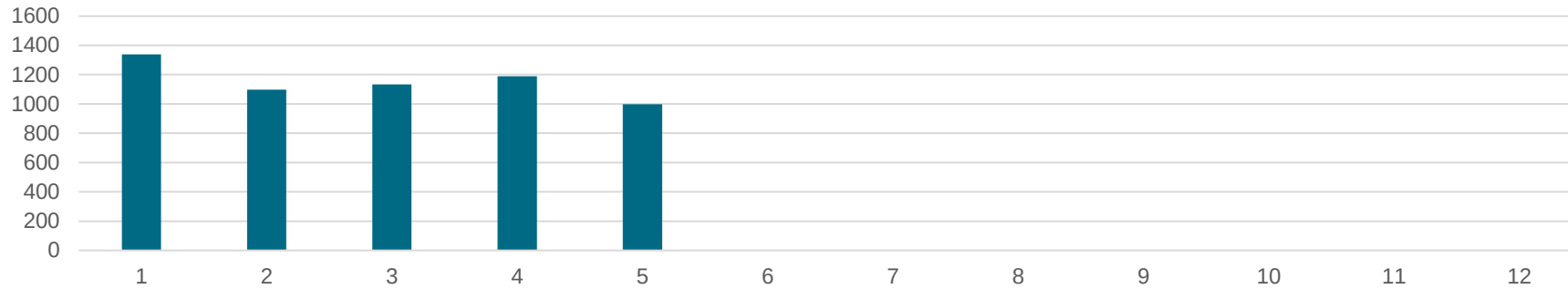
**Clean Water
69.45 MG**

**Waste Water
105.46 MG**



Public Works: 998 work orders completed

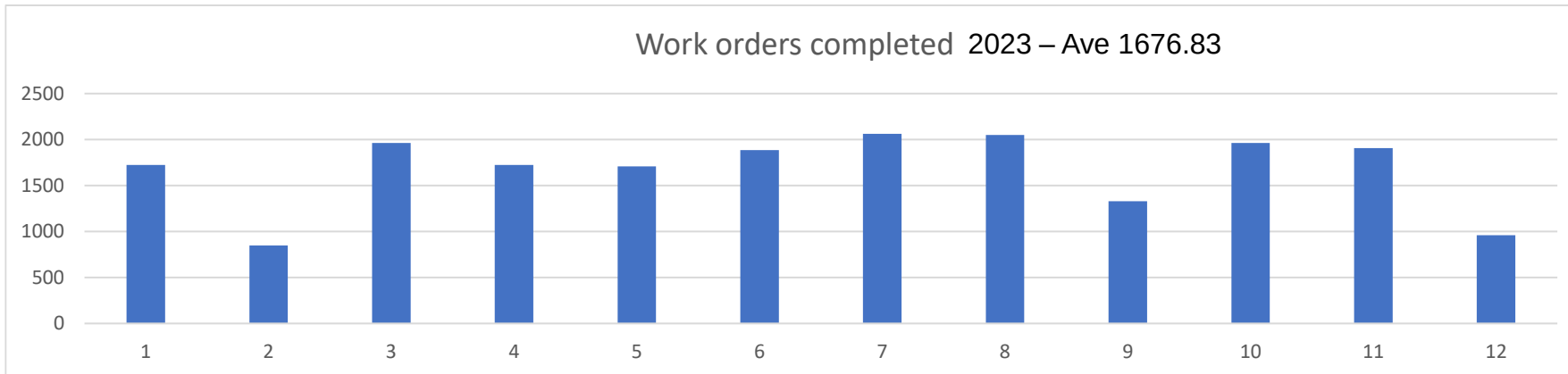
Work orders completed



**Average
2022**

1452.6

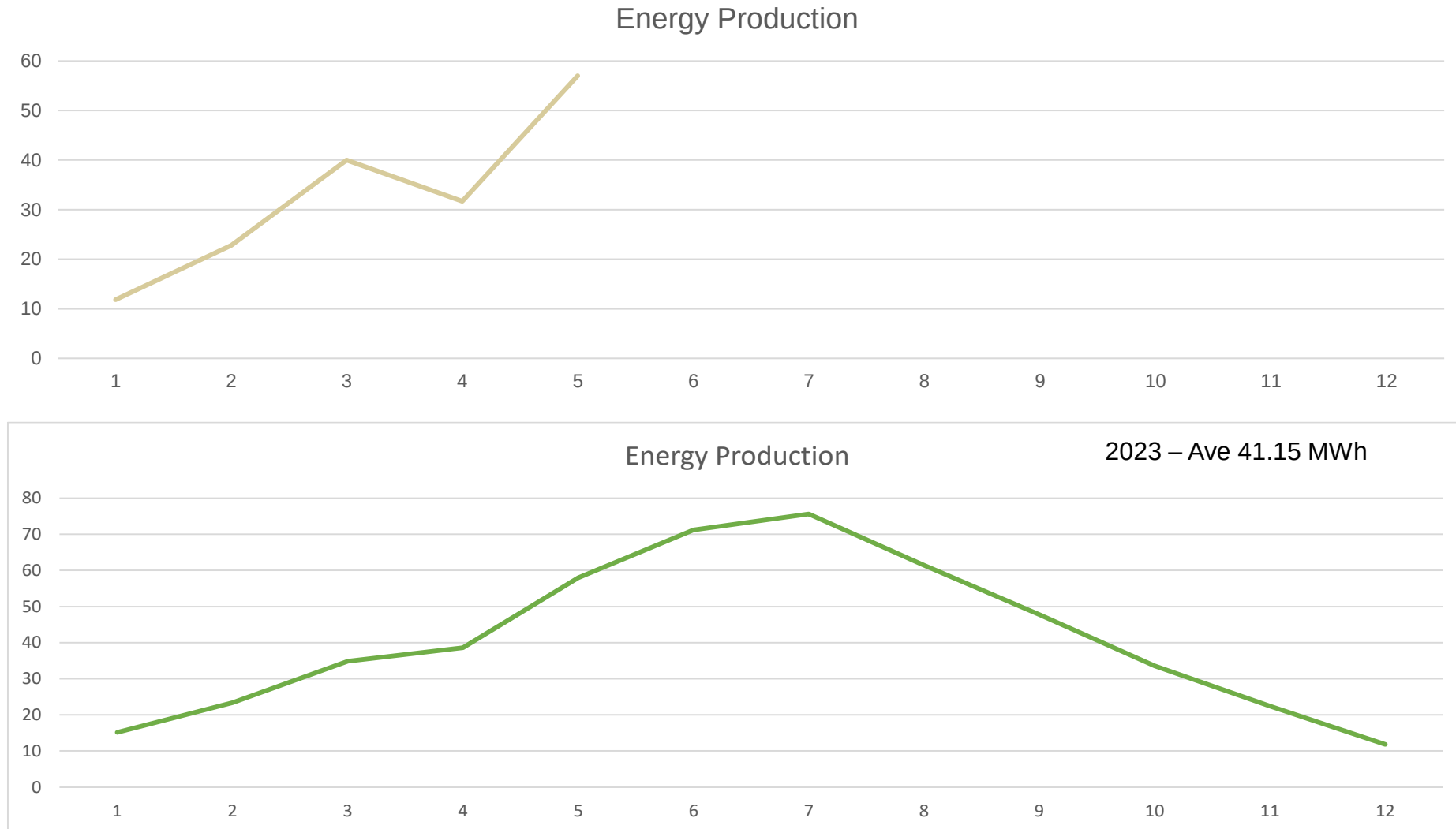
Work orders completed 2023 – Ave 1676.83



Public Works: 56.99 MWh of energy generated

**Average
2022**

47.35 MWh
(April–Dec only)



So that's the totals to the end of May 2024!

Questions?

REQUEST FOR COUNCIL ACTION



Date Action Requested: July 15, 2024

Order ☐ Ordinance ☐ Resolution ☐ Motion ☐ Information ☒ Proclamation ☐	
Subject: Community Development Department Customer Service Plan	Staff: Scot Siegel, FAICP, Director Department: Community Development
Work Session ☐ Business Session ☐	Order On Agenda:

Is this item state mandated? Yes ☐ No ☒

Recommendation: Receive draft Community Development Department Customer Service Plan and provide feedback, if any. Although the plan focuses on operations and is based on existing budget and staffing, the Council may have feedback on policy elements, including proposed performance measures.

Executive Summary This draft plan summarizes the Community Development Department’s proposed customer service strategies and initiatives, pursuant to the City Council goal for all departments – to “Create a high level of customer service”. In addition to guiding the department’s work in this area over the next several years, the report is intended to provide content for the city’s Customer Service Manual, Volume 2, which is expected to contain performance measures for city departments.

The proposed strategies summarized below and detailed in the Plan are not exhaustive, or final, but provide high-level guidance. Most of the initiatives are well underway, and others are being scoped. The draft performance measures or metrics should reflect City Council priorities and be balanced with available resources:

- Strategy 1: Seek customer feedback on our services, and evaluate our business processes, technology, communications, and training needs.
- Strategy 2: Retain local businesses and attract new ones by responding rapidly to economic development inquiries and working collaboratively with community and agency partners.
- Strategy 3: Automate our business processes wherever practical and improve customer communications and transparency in the permit process.
- Strategy 4: Streamline the permit process using KAIZEN principles and methods as part of a continuous improvement process.
- Strategy 5: Reduce unnecessary costs and delays in the permit process by streamlining city regulations and procedures while maintaining community standards.

Fiscal Impact: None

Council Goal G1: Create a high level of customer service. 1. Improve customer service in all departments. 2. Streamline the process for issuing building permits. 3. Create a team to involve engineering and planning in regular simultaneous review work. 4. Publish a customer service standard with a measurement system.

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Community Development Department Customer Service Plan



City Council Review Draft

July 15, 2024

Outcomes

Metrics

Strategies

Initiatives

**Community Development Department
July 2024**

Brooks Bateman, Building Official
Fe Bates, Administrative Assistant
Jared Bradbury, Plans Examiner II
Jeremiah Cromie, Associate Planner
James Dingwall, AICP Candidate, Assistant Planner
Clay Downing, AICP, Planning Manager
Michele Faber, Administrative Assistant
Bernie McNelly, Commercial Plumbing Inspector
Scot Siegel, FAICP, Community Development Director
Shirley Thomas, Office Assistant I
Leanne Wagener, Assistant Planner

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Introduction

This report summarizes the Community Development Department's Customer Service strategies and initiatives, pursuant to the City Council goal for all departments – to "Create a high level of customer service". In addition to guiding the department's work in this area over the next several years, the report may be used to provide updates to the City's Customer Service Manual, Volume 2, which is expected to contain performance measures for city departments.

The strategies and initiatives or actions are not exhaustive, or final, but instead provide a high-level summary. Most of the initiatives are well underway, and others are being scoped. The draft performance measures or metrics should reflect City Council priorities and must be balanced with available resources.

Outcomes

Metrics

Strategies

Initiatives

Background

A City Council Goal is to "Create and maintain a high level of customer service." On February 5, 2024, the Council approved Resolution 2024-3918, adopting a Customer Service Manual (Volume 1) for all city departments. The Community Development Department's mission and work program align closely with these objectives, and our team is already implementing significant customer service improvements, as discussed herein.

The Community Development Department supports the advancement of a stronger and more resilient Newberg while helping to make the community an even greater place to live, work, play, and visit.

Community Development implements a variety of programs and processes serving the public. Perhaps best known for administering building and planning codes (regulatory programs), the department strives to create and maintain business- and resident-friendly process through streamlining efforts, increased coordination with other departments, including the Engineering Division of Public Works, a concerted focus on economic development, community outreach and engagement, and technological upgrades.

Scope of Services

Community Development is responsible for comprehensive planning and development review in compliance with state and local land use requirements, maintenance of planning and building codes, building permits and inspections, and economic development services, among others. While Planning helps development applicants and other customers determine what can be built and where per zoning and development codes, Building staff administer state building safety codes in Newberg. Through intergovernmental agreements with neighboring cities, our staff also provide building plan review and inspection services to the cities of Dayton, Dundee, and Lafayette. Unlike some cities, Newberg's Community Development Department does not provide code enforcement or development engineering

services, which are managed, respectively, by the Police Department and the Engineering Division of the Public Works Department.



The above services involve direct contact between staff and a variety of customers and other stakeholders, including residents, contractors, business owners, community organizations, other service providers, and elected and appointed officials. Customer needs and expectations can vary considerably due to the variety of services provided. For example, building permit applicants are typically contractors and design professionals with expertise in the building trades. By comparison, applicants for land use approvals may include homeowners and contractors with minimal or no background in land use. A homeowner applying for a

land use permit to operate a vacation rental may need a different customer service approach than an engineer or land use attorney applying for a subdivision approval.

Community Development also provides customer service through the City's long-range planning initiatives, and voluntary and incentive-based programs that are distinctly different than the permitting decisions usually associated with planning and building departments. These services include voluntary annexations, policy changes requested by community members and initiated by City Council or the Planning Commission, business assistance, affordable housing grants, and urban renewal programs. Each of these programs has different customer needs and outcomes.

Customer Service Philosophy

Community development professionals generally are mission-driven and service-minded. Our staff are no different. We are earnest, ethical, and highly motivated people who support positive outcomes for the community and our customers. We embrace Servant Leadership, including honoring and empowering others, inspiring vision, adhering to ethics, balancing focus with flexibility, and showing humility.

While our priority is always to protect public health and safety, we strive for the best customer experience possible while managing public funds responsibly. When bureaucratic processes needlessly hinder customer service, we update our processes to make them more efficient and customer-friendly following "Lean"¹ principles. The customer may not always be right from a legal or technical standpoint, but we owe it to them to understand their truth and do our best to meet their needs within code. When regulations or procedures defy common sense or contradict the City Council's policy intent, we recommend policy changes and make needed course corrections.

As a planner, manager, and executive with more than thirty years of public and private sector experience, I can say with confidence that our staff are among the most talented "can-do" people I've worked with. We are also a lean organization. Each staff member wears multiple hats while adding value for our customers.

—Scot Siegel, FAICP, Community Development Director

¹ Lean is a way of thinking about creating needed value with fewer resources and less waste. It is a practice consisting of continuous experimentation to achieve perfect value with zero waste. Lean thinking and practice occur together." ([Lean Enterprise Institute](https://leanenterpriseinstitute.org/)).

Community Development staff are accessible and try to stay informed on issues concerning Newberg despite most of the team having been with the city for less than two years. This is important because Community Development is a “high-touch”, public-facing department. We inspect new home construction, tenant improvements, and major commercial projects; serve walk-in customers at the permit counter; respond to numerous phone calls and emails each day; and conduct hundreds of other meetings and inspections each month. We frequently meet with community members and others representing a variety of industries and organizations, often on location, to help them navigate regulatory processes and to solicit their input on policies and programs. Community Development also receives calls about other city services and helps to connect the public to other departments, agencies, and organizations.



As the City Council will recall, following the ice storm and flooding last January, when City Hall had to shut down indefinitely, Community Development resumed full operations within six days of the disaster, including standing up a new customer service counter at the Wastewater Treatment Plant with Engineering staff, where we continue to operate while assisting with the recovery effort. Though the shortage of office space has necessitated some personnel temporarily working from home full-time.

Workload and Resources

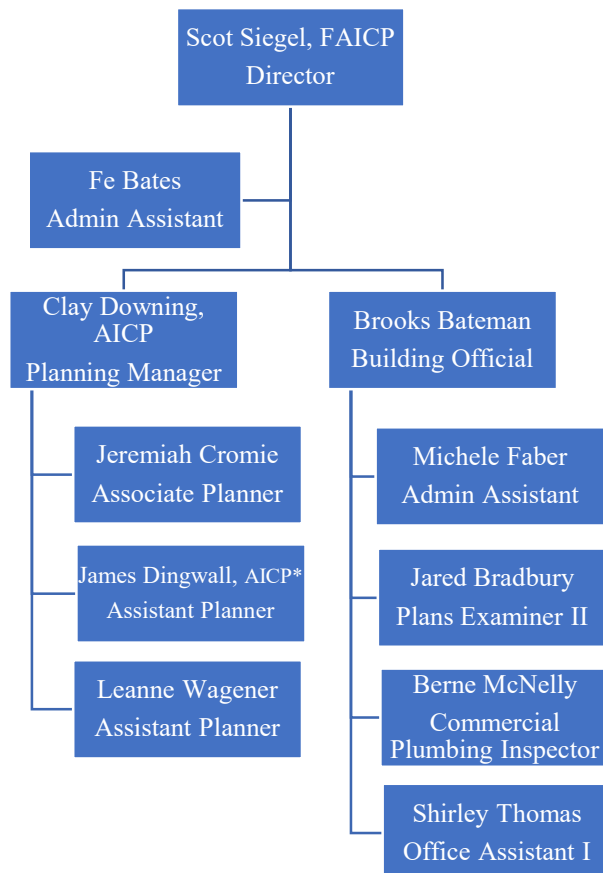
Community Development’s workload is cyclical and varies by program and permit type, which makes it difficult to implement a cost recovery model. **Appendix 1** provides a high-level summary of the number of planning approvals, building permits for new dwellings, and building inspections performed monthly.

- The Building Division ensures that new construction meets building safety codes and service standards established by the State of Oregon Building Codes Division of the Department of Consumer and Business Affairs. The state program requires a dedicated fund for the Building Division, which in Newberg is self-supporting (full cost recovery). Additionally, a 12% surcharge on all building permits goes to the State to maintain the program including providing support to local building officials.
- The Planning Division budget is partially funded through fees for services (approximately 35% cost recovery). The balance is funded through allocation of unrestricted General Funds. Additionally, the Planning Division manages grants and revolving loans supported by the Economic Development Fund, including federal Community Development Block Grants and other grant assistance supporting local economic development and affordable housing, which promotes a strong and resilient Newberg. From time to time, the city may receive planning grants from state and federal agencies that partially support our long-range planning initiatives such as updates to the Comprehensive Plan, Transportation System Plan, various public facility master plans, and the Development Code. (See **Appendix 2**.)

Staffing and Service Levels

Community Development has eleven professional staff allocated equally among the Planning and Building Divisions. The department is fully staffed now, though staffing in Planning and other city departments has varied over the past decade, at times creating workload and customer service issues. The current team, most of whom have been with Newberg for less than two years, are high performing and work well together, as well as with their peers and the public. In collaboration with Public Works and other city departments, they provide a high level of internal customer service, including a one-stop shop for most customer inquiries related to planning, development, and building projects.

Although our operation is lean compared to larger cities, it is appropriately sized for our population, budget, and existing service levels based on development activity, which varies with economic cycles. Population growth in Newberg averages approximately 1% annually. When the city experiences high development volumes, we have on-call consultants to help fulfill permitting and inspection needs. Of course, a key policy issue is whether Community Development should increase its service levels, and if so, what is the best way to fulfill customer needs. Sections 2 through 5, below, summarize our customer service approach, consistent with the City Council's goal and desired outcomes, performance measures, strategies, and initiatives.



*Community Development Department
Staffing, June 2024*

*Notes: Commercial Plumbing Inspector
and Office Assistant I are 0.5 FTE. All
others are full-time. *Candidate for AICP -
credential in progress.*

Customer Service Outcomes

“Treat people like they are your own grandparents.”

– Russ Thomas, Public Works Director

The Community Development Department’s customer service approach is based on the City of Newberg Customer Service Manual and STRIVE (**S**ervice, **T**eamwork, **R**esponsibility, **I**ntegrity, **V**alue, and **E**quity). Together, the City Mission and Manual emphasize the following outcomes:

- **Professionalism and Courteousness** – Provide a high level of customer service for all. Meet customers where they are, in-person, by phone, email/online. Make it easy to work with the City.
- **Reliability and Accuracy** – Provide accurate information consistently the first time.
- **Timeliness** – Match or exceed customer expectations for timeliness based on industry standards and available resources. Recognize that time is money.
- **Overall Satisfaction or Value** – Customer success can be attributed at least in part to our success in providing professional, courteous, accurate, and timely services. We add value by listening, asking the next question, offering alternatives within code, and following up.

KAIZEN

High-performing organizations are learning organizations. They continually seek ways to improve their processes and customer satisfaction. They know their customers well and organize their operations, including research, development, production, quality control, and delivery, around customer needs, including both internal and external customers.

As with any customer service initiative, particularly where the organization has not already adopted performance measures, such as ours, it is important to work from a common understanding of customers’ needs based on feedback as well as industry standards and best practices. Community Development is using a Continuous Improvement model called KAIZEN, to review and update its business processes. KAIZEN began with the automotive manufacturing industry in Japan in the 1940s and has been adopted by businesses in other sectors worldwide, including professional

改善

Kai = Change Zen = Good

“KAIZEN™ means improvement. Moreover, it means continuing improvement in personal life, home life, social life, and working life. When applied to the workplace KAIZEN™ means continuing improvement involving everyone – managers and workers alike.”

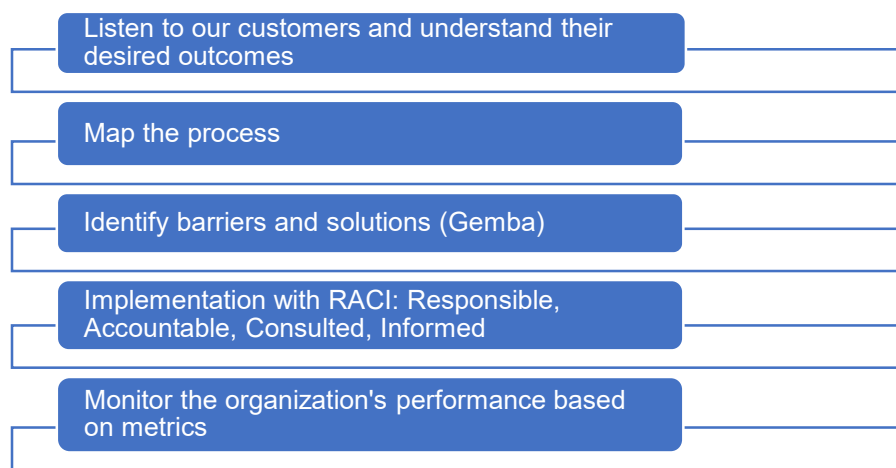
--Masaaki Imai, Founder of Kaizen Institute, <https://kaizen.com/>

Our process most recently has included training for staff, and a daylong, interdepartmental Workflows Workshop to support launch of the City’s new permitting software, OpenGov. Based on KAIZEN principles, the workshop was attended by twenty-two staff from Engineering, Planning, Building, Public

Works Operations, Finance and IT, who reviewed the current workflows, identified repetitive tasks and bottlenecks, and together created revised workflows to meet our customers' needs. The Workshop was a success and received positive feedback.

The five [KAIZEN Principles](#) are:

1. Know Your Customer
2. Let It Flow (Zero Waste)
3. Go to Gemba ("The Actual Place" where things happen)
4. Empower People, and
5. Be Transparent.



KAIZEN Process

Key Performance Measures

Customer service success depends on a variety of factors, only some of which are within the city government's control. Staff can create workflows that are designed to produce timely permit decisions, but timely decisions rely on quality application submittals, and some decisions rely on participation from other agencies, as well. For example, ODOT controls several of Newberg's major thoroughfares and the agency has its own permit process and standards for roadway access. A permit application that meets the City's requirements for a traffic study for example may not satisfy ODOT requirements that are codified in state rules, not city code. Therefore, city staff are proactive in coordinating with ODOT and other agencies, as appropriate, early-on, and we encourage applicants to do the same. Other entities with whom we work regularly include Yamhill County for electrical permits and inspections, annexations, and Enterprise Zone inquiries; Tualatin Valley Fire and Rescue District for fire and life safety inspections; and Portland General Electric, NW Natural, and Ziply Fiber for franchise utility issues.

Other factors that can cause delays or uncertainty in the permit process include public participation requirements for some types of land use decisions, including appeals of controversial development approvals, which are beyond staff's control. Another example is when a project proposal does not meet code, even if it were revised, and staff are obliged to deny the application or encourage the applicant to

withdraw the request – sometimes with an opportunity to receive a partial or full fee refund. This too can create a perception of poor service, even though it is an example of good service.

As illustrated by these examples, we must be “SMART” in developing performance measures. In this application, SMART stands for:

- Specific
- Measurable
- Achievable
- Relevant
- Time-bound

Overview

The following summarizes the most common types of planning and development permits issued by the City of Newberg, most of which are administered by Community Development. The Engineering Division of Public Works is responsible for Right of Way permits and Public Improvement Plan approvals including associated inspections. These permits typically follow the land use approvals process and may be connected to building permits. Additionally, the Planning Division administers business licenses in coordination Finance, Police, and other City departments.



The draft performance measures or metrics on the next several pages illustrate how certain types of Community Development services can be evaluated for customer outcomes. It is not meant to be an exhaustive list of metrics due to limited staff resources (for monitoring and reporting). The expectation is that OpenGov, the city’s new permitting software, will have improved reporting capabilities over the existing Trakit system when the new platform launches in 2025.

The following metrics are preliminary and subject to change based on City Council input and City Manager direction:

Planning Services

- Metric 1. Planner-on-Duty
- Metric 2. Land Use Applications (Types I, II, and III)
- Metric 3. Planning Review of Building Permits
- Metric 4. Planning Inspections
- Metric 5. Long-Range Planning Performance

Building Safety Services

- Metric 1. Completeness (Ready to Review)
- Metric 2. First Review – Standard Residential and Commercial Permits
- Metric 3. Fast Track Permits – Residential Only (Solar, Decks, Sheds)
- Metric 4. Inspections

Planning Services Metric 1. Planner-on-Duty

Background

The Planner-on-Duty (POD) provides direct customer service in-person and electronically to the public, including contractors, design professionals, businesses, homeowners, real estate professionals, and others. The POD typically responds to land use inquiries but also assists with Building and Engineering referrals. The Planning Division is the lead division and has three professional planners who rotate as POD. Staff are available during regular City Hall Public Hours, Monday-Friday. The doors to City Hall automatically unlock and the main telephone lines turn on at 8:30 a.m. The doors lock at 4:30 a.m., and phones stay on until 5:00 p.m.



The following example illustrates a typical POD inquiry and response.

Source / Requestor	Input	Process	Output	Customer Outcomes
Contractor	A contractor leaves a voice message or completes an online form for the Planner-On-Duty (POD) asking about "permitting requirements for a small tenant improvement in the downtown. No additional floor area to be added."	POD takes the call and answers the customer's questions in real-time; or, if the POD is assisting another customer, the POD voice mail, email, or online form prompts the customer to leave essential information about the project, including its address, existing and proposed uses, proposed TI, any active permits and ongoing work, etc.	POD provides essential information on permitting requirements, City contacts, timelines, and fees. If caller has left a message, POD researches inquiry and calls the customer back with the information. POD offers to email info/resources to customer and provides info on voluntary pre-application conference. Any referrals to other city or agency personnel include a "heads up".	Customer receives essential information about how to move forward with their project. If regulations do not allow the project, the customer understands why. By maintaining a quick turn-around, and free (or low-cost) consultations, the city is customer friendly and provides a good value. Note that this took only one call because the customer was prompted to provide essential information about the project location and proposal. Customer may use preapp for more detailed dialogue,

Example of POD Inquiry

Draft Metrics for POD

The draft POD performance measures use both quantitative and qualitative data. They are intended to be Specific, Measurable, Achievable, Relevant, and Time-Bound (SMART).

Metrics Examples for Planner on Duty (POD)			
Key Performance Indicator	Metric	Tracking Method	Responsible Manager
Time for POD response	90% same day	POD Log	Planning Manager
Accuracy of information provided	100% correct the first time	POD Log	Planning Manager
Courteous and Professional	90% rate "good" to "excellent"	Customer Instant Survey	Planning Manager
Satisfaction with POD overall	90% rate "good" to "excellent"	Customer Instant Survey	Planning Manager
Satisfaction with Building (following Planning referral)	90% rate "good" to "excellent"	Customer Instant Survey	Building Official
Satisfaction with Engineering (following Planning referral)	90% rate "good" to "excellent"	Customer Instant Survey	City Engineer

Metrics Examples for Planner on Duty (POD). Same day would include next business day for inquiries received after a certain published cutoff time.

The intent is to set achievable goals that reflect a positive customer experience and industry best practices for a reasonable percentage of cases. "Same day" is high standard, but one that the Planning Division regularly attains even though other governments may take longer. (See also, **Appendix 3**,

Building Officials Survey.) The only way to improve upon this standard would be to add staff or implement Artificial Intelligence tools such as a Chatbot, but at this stage in AI technology that could create quality issues. The City is also continuing to monitor the legal framework of AI for stability before moving into this realm. The second part to the metric, calling for same day service at least 90% of the time, recognizes that during periods of high work volume and/or staff outages more than one day may be needed for a response, though staff would endeavor to acknowledge receipt of the inquiry. Finally, the 100% accuracy target promotes quality control.

Planning Services Metric 2. Land Use Applications (Types I, II, and III)

Background



This metric is intended to answer the ever-present question of “how long does it take to get my permit?” The default reply for many Oregon cities is that it may take up to 120 days from application being deemed complete (ready for review) to render a final decision, because this is state law (ORS 227.178(1)).² However, from a customer service perspective, the City may set more ambitious targets based on policy priorities, workload, and staff resource considerations.

The current permitting software, Trakit, makes it challenging to apply a high level of certainty with these targets because the Completeness Review process for these applications can be process of “back-and-forth” between applicant and city staff that can extend over several months, and the software does not allow for reporting on some time intervals. For example, under state statutes (OS 227.178(2)), cities must make an initial Completeness Determination on all land use applications within 30 days of submittal. While we aim to complete this task in 14 days or less, an applicant may take up to 180 days from the original submittal date to file a complete application under ORS 227.178(3).

One of the items that can significantly increase review times by the Planning Division is the number of times that an application is resubmitted due to it being deemed Incomplete. A positive outcome for both applicants and staff would be to minimize the number of times that the Planning Division receives incomplete applications. To this end, the Planning Division should work with prospective applicants before an application is submitted to clarify city requirements. The Planning Division already does this through several tactics including low-cost pre-application meetings and responding to a variety of inquiries by phone, email or in-person. Further, public-facing materials such as website materials, fact sheets, and outreach videos further provide information to the public prior to application submittal.

Measuring the number of incomplete applications as a proportion of all applications submitted by type (Type I, II, and III) could aid the Planning Division in determining how well we are reaching people before they apply for a project. A key issue, however, remains, whether delays in the process related to incompleteness should be anticipated and communicated even though they lie outside the control of City staff. There are two ways to interpret and evaluate this part of the review process, as detailed below: 1) Total Review – Application Submittal to Notice of Determination; or 2) Direct City Review Only – Two-Steps account for Completeness Review and Project Review Cycles by City only.

² The 120-day rule for final local land use decisions (ORS 227.178(1)) includes accounting for any local appeals, including planning commission and city council, but not the State Land Use Board of Appeals, which is subject to its own statutory deadlines.

Draft Metrics for Land Use Applications Review

The following metrics measure the time it takes for a land use application to go from “Submitted” to “Decision”. The metrics are tiered by procedure or permit type to reflect the complexity of each type of review, with a targeted duration and frequency of attainment of either 90% or 70%. Although state law, ORS 227.178(2), allows up to 30 days for the City’s initial Completeness Determination, our practice is to notify the applicant within 14 days for all types of land use applications.

In the following table, the left (blue) column accounts for the total duration of reviews, including time spent by staff and the applicant after the City receives the application; while the metrics in the right (green) column measure the total duration of review cycles performed by city staff only, not accounting for revisions and resubmissions by the applicant. Only one metric each is proposed for Completeness determinations (2.A) and Type I Review Decisions (2.B).

Total Review Process <i>Pro: Simple, Direct</i> <i>Con: Low Reliability, Hi Variability</i>	Direct City Review Only <i>Pro: Accurate, Direct Control</i> <i>Con: Hard to Understand by External Stakeholders</i>
2.A: Determine Completeness within 14 days from Application Submittal >90% of the time	
2.B: Issue Simple Type I Review Decisions within 5 days of Complete Application >90% of the time	
2.C: Issue Complex Type I Review Decisions within 49 days of Complete Application >70% of the time.	2.C: Issue Complex Type I Review Decisions within 35 days of Complete Application >70% of the time.
2.D: Issue Type II Review Decisions within 56 days of Complete Application >70% of the time.	2.D: Issue Type II Review Decisions within 42 days of Complete Application >90% of the time
2.E: Issue Type III Review Decisions within 76 days of Complete Application >70% of the time.	2.E: Issue Type III Review Decisions within 62 days of Complete Application >90% of the time.

Metrics for Land Use Applications Reviews

Metric Target(s)

- 90% Attainment of Target for “Direct City Review” = limited to tasks the city directly controls.
- 70% Attainment of Target for “Total Review Process” = includes city and applicant tasks.

Data Source

Trakit and OpenGov Permitting Databases

Planning Services Metric 3. Planning Review of Building Permits

Description

The percentage of building permit applications that Planning staff complete their review within the targeted timeframe.



Draft Metric for Planning Review of Building Permits

90% Attainment of Assigned Due Date - within 2 weeks of submittal and acceptance by Building Division.

Data Source

Trakit and OpenGov Permitting Databases

Planning Services Metric 4. Planning Inspections

Description

The percentage of inspections that staff complete within the targeted timeframe. Planning inspections are demand-driven, typically initiated by the applicant or contractor when requesting sign-off on planning conditions of approval for landscaping, parking, and other code requirements.



Draft Metric for Planning Inspections

90% Attainment of Assigned Due Date – within one business day of request.

Data Source

Trakit and OpenGov Permitting Databases

Planning Services Metric 5. Long-Range Planning Performance

Description

Identify opportunities to measure and communicate progress and completion of Planning Division Work Plan projects that have been approved by the City Council. Long-range planning typically involves policy reviews and updates, including amendments to the comprehensive plan and other city plans and implementing regulations, development of new plans, studies, codes, and standards, participation in state and regional planning and economic development initiatives, and public education and outreach for a variety of city and urban renewal agency programs.



The table in **Appendix 2** depicts the tracking dashboard currently being used. Each project is shown in quarterly increments that could be used to demonstrate status, progress, and completion in a relative sense. Paired with a presentation, this would provide staff with the opportunity to update the City Council and public.

Draft Metric for Long-Range Planning Performance

To be determined. There are a variety of program management principles and tools the City can use to evaluate performance of the Long-Range Planning Program.

Data Sources

Planning Division Work Plan (static document)
Work Plan Tracker (.xls, manual)

Building Safety Services Metric 1. Completeness (Ready for Review)

Description

The percentage of building permit applications for which staff complete intake and completeness reviews within the targeted timeframe.



Draft Metric for Building Permit Completeness Review

90% Attainment of Assigned Due Date – within 2 business days of application submittal.

Data Source

Trakit and OpenGov Permitting Databases

Building Safety Services Metric 2. First Review of Permits

Description

The percentage of building permit applications that staff approve or issue correction letter for (first review) within the targeted timeframe.



Draft Metric for First Review of Residential and Commercial Permits

90% Attainment of Assigned Due Date – 4-6 weeks of complete/ready for review based on workload and project complexity. For example, plan reviews for large commercial structures may take longer. Typically, first reviews by Planning will be performed within 2 weeks; Engineering within 4 weeks; and Building within 6 weeks to ensure coordination between city departments. As discussed under Staffing and Service Levels, due to our small staff size, Community Development uses contractors (third-party reviews) to maintain continuity of services when personnel are out of the office for an extended period.

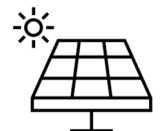
Data Source

Trakit and OpenGov Permitting Databases

Building Safety Services Metric 3. Fast-Track for Residential Solar, Decks, Sheds

Description

The percentage of fast-track building permit applications approved within the targeted timeframe.



Draft Metric for Fast-Track Permits

90% Attainment of Assigned Due Date – 3 days of submittal.

Data Source

Trakit and OpenGov Permitting Databases

Building Safety Services Metric 4. Inspections (Structural, Mechanical, Plumbing)

Description

A measurement of the percentage of time that staff complete building inspection within the targeted timeframe. Building inspections are demand-driven and typically requested by contractors but may be requested by the property owner or any person representing the owner. Inspections are regulated by the State of Oregon.



Draft Metric for Building Inspections

90% Attainment of Assigned Due Date – same day, or within one business day of request. Due to limited staffing, the City does not offer scheduled inspection times.

Data Source

Trakit and OpenGov Permitting Databases

Strategies and Initiatives

The following strategies and initiatives are intended to achieve the above desired customer outcomes and support attainment of our performance measures. Several of the initiatives are underway. (See Work Plan in **Appendix 5**.)

Strategies provide direction, while the initiatives serve as actionable steps toward desired outcomes. *“Status” updates are as of June 27, 2024.*

Strategy 1: Seek customer feedback on our services, and evaluate our business processes, technology, communications, and training needs.

- 1.1 Build and nurture relationships in the community and with stakeholders, for example, by attending and presenting at events hosted by local service organizations, businesses, and economic development groups.

Status: In progress with CDD Director and Planning Manager. Recent outreach and presentations include George Fox University, Rotary (multiple groups), Newberg City Club, and Chehalem Valley Chamber of Commerce.

- 1.2 Solicit customer feedback with a brief electronic survey that is linked to all email signatures. If possible, incorporate the survey into the automated responses applicants receive with the new permitting software, OpenGov. Make it easy to respond. Managers or CDD Director to provide personal follow-up with customers who are not satisfied with our services.

*Status: Pilot survey launched in April 2024. Director followed up with one respondent whose concern was unrelated to CDD – their complaint was about a storm water capital project that had been delayed but is now moving forward. See **Appendix 4**.*

- 1.3 Review performance measures and best practices from other jurisdictions to maintain Newberg’s competitive edge.

*Status: Ongoing. See results of Building Officials Survey in **Appendix 3**.*

- 1.4 Application Forms, Fees, and Instructions – Simplify the land use application form(s) and create a user-friendly fee calculator with rollout of OpenGov permitting software.

Status: OpenGov configuration is in progress.

- 1.5 Staff Report Streamlining and Restructuring – This initiative includes internal and external stakeholder engagement to create leaner, more user-friendly Planning staff reports. Use the “BLUF” (Big Lead Up Front) approach to sharing the most relevant information with the public, applicants, committees and commissions, and City Council, and continue to use executive summaries for complex documents and presentations.

Status: Planning Manager has gathered examples of best practices from other jurisdictions and is preparing for stakeholder outreach.

Strategy 2: Retain local businesses and attract new ones by responding rapidly to economic development inquiries and working collaboratively with community and agency partners.

- 2.1 Provide timely, accurate, and constructive feedback to business leads regarding the permit process and economic development incentives.

Status: Ongoing.

- 2.2 Coordinate economic development leads and needs with the City Manager and other departments, agencies, and stakeholders such as SEDCOR.

Status: Ongoing.

- 2.3 Consider recommending a procedure for adjustments to Planning Application Fees to reflect varying project scales, and to complement other tools for economic development.

Status: Not started.

Strategy 3: Automate our business processes wherever practical and improve customer communications and transparency in the permit process.

- 3.1 Upgrade the City’s permitting software (OpenGov) while simultaneously reviewing and updating permitting workflows, application forms and instructions, and reporting tools. Create a user-friendly fee calculator and automate customer notifications of permit status changes. Track performance on all metrics.

*Status: Project is on schedule and within budget, with launch of new software expected in early 2025. As part of this process, CDD hosted a successful interdepartmental Workflows Workshop on May 9 that was attended by staff from Planning, Building, Engineering, Public Works Operations, IT, and Finance. See work plan in **Appendix 5**.*

- 3.2 Use Bluebeam electronic plan review software to facilitate concurrent reviews on building permit applications among city departments and divisions. Community Development to host an interdepartmental Bluebeam user training to ensure a strong foundation of knowledge and build a consistent skills base within City personnel who conduct digital-based reviews and related activities.

Status: Scoping in process with training anticipated in 2024.

- 3.3 Convert paper permitting records to digital files for retention in ORMS, consistent with State of Oregon records retention requirements and the Citywide initiative. This will improve operational efficiency in the Planning and Building Divisions, aid in public records requests, and free up valuable space in City Hall.

Status: Scanning of Building permit paper files is approximately 50% complete. The goal is to attain 100% before staff return to the City Hall building.

Strategy 4: Streamline the permit process using KAIZEN principles and methods as part of a continuous improvement process.

- 4.1 Use KAIZEN principles and methods to review business processes (workflows) for all permit types and adopt process improvements. Include all relevant departments and repeat regularly.

Status: Ongoing. As part of the OpenGov configuration, CDD hosted a successful interdepartmental Workflows Workshop on May 9 that was attended by staff from Planning, Building, Engineering, Public Works Operations, IT, and Finance.

- 4.2 Fast-Track Permits – Adopt a fast-track permit process for sheds, decks, and solar panels, with permits issued within 3 days of submittal. Consider adopting fast-track timelines for other permit types that are less complex than permits for new construction.

Status: Adopted. The City has processed three solar permits as of June 18, 2024. Staff are monitoring the program's impact on workload and whether it causes delays for other projects.

- 4.3 Provide training for administrative staff to obtain certifications that would allow them to perform routine, over-the-counter building permit reviews.

Status: In progress.

Strategy 5: Reduce unnecessary costs and delays in the permit process by streamlining city regulations and procedures while maintaining community standards.

- 5.1 Annual Development Code Maintenance – Annually review regulations that require updating, clarification, or corrections, and recommend code amendments consistent with the Comprehensive Plan and City Council goals. Coordinate this effort with other City departments and support their code maintenance efforts.

Status: In progress. CDD maintains a log of code maintenance needs that is coordinated with other City departments. Currently, staff is working with the Planning Commission to address needed changes to regulations on portable signs, and standards for daycare. The Commission will begin its review of a larger package of maintenance improvements later this year.

5.2 Plan and Policy updates – High priority code changes or plan amendments that are not “Maintenance” are prioritized within the Planning Division’s Annual Work Plan. These items typically require prior City Council direction.

Status: Progress on the Planning Division Work Plan is contingent on available staff resources. Priority is given to projects that are required by state law and City Council Goals. For example, current Work Plan items include:

- *Urban Growth Boundary.*
- *Short-Term Rentals policy and code updates.*
- *Land Use Procedures Streamlining and Codification of Director’s Interpretations.*
- *Public Improvement Requirements with development (i.e., current \$30k threshold).*

Appendices

1. Permitting Activity for Selected Permit Types by Month
2. Long-Range Planning Work Plan
3. Building Officials Survey Results
4. Customer Service Survey Results
5. Customer Service Work Plan/RACI Chart and OpenGov Work Plan

Planning: combined planning decisions of all sorts*: 6

Average
2022

11.67



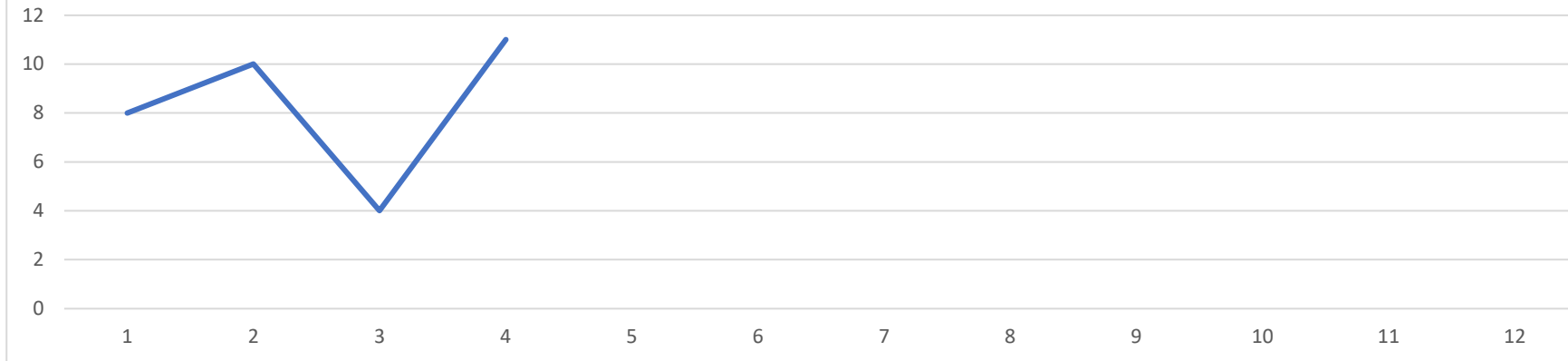
* Combined from the Director, Planning Commission and Council

Planning: building permits for housing units: 11

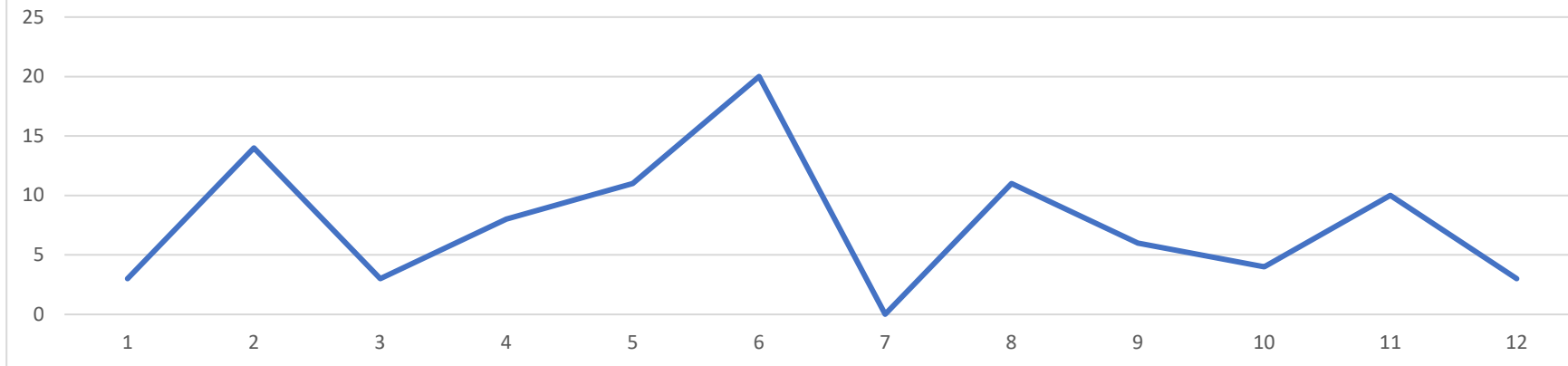
Average
2022

15

Permits for units 2024 by Month



Permits for units 2023 – Ave 7.75

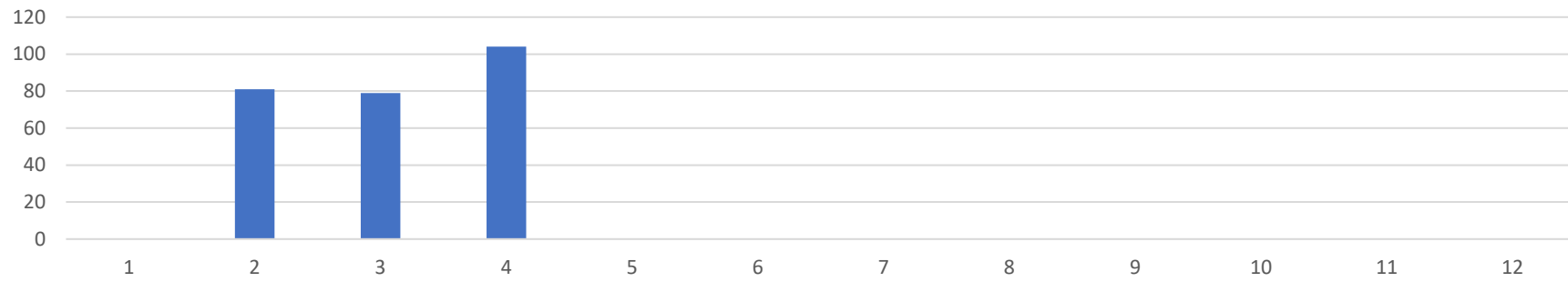


Planning: building permits other types: 104

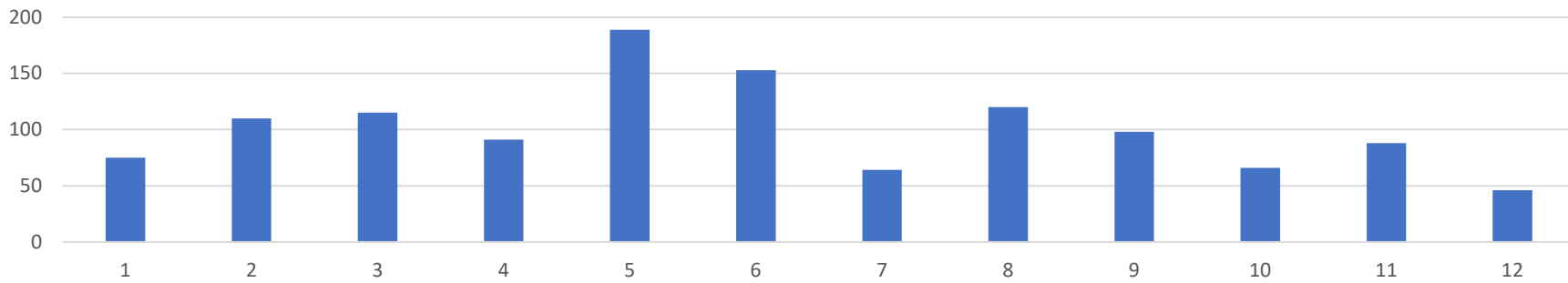
**Average
2022**

122

Other Building Permits 2024 by Month



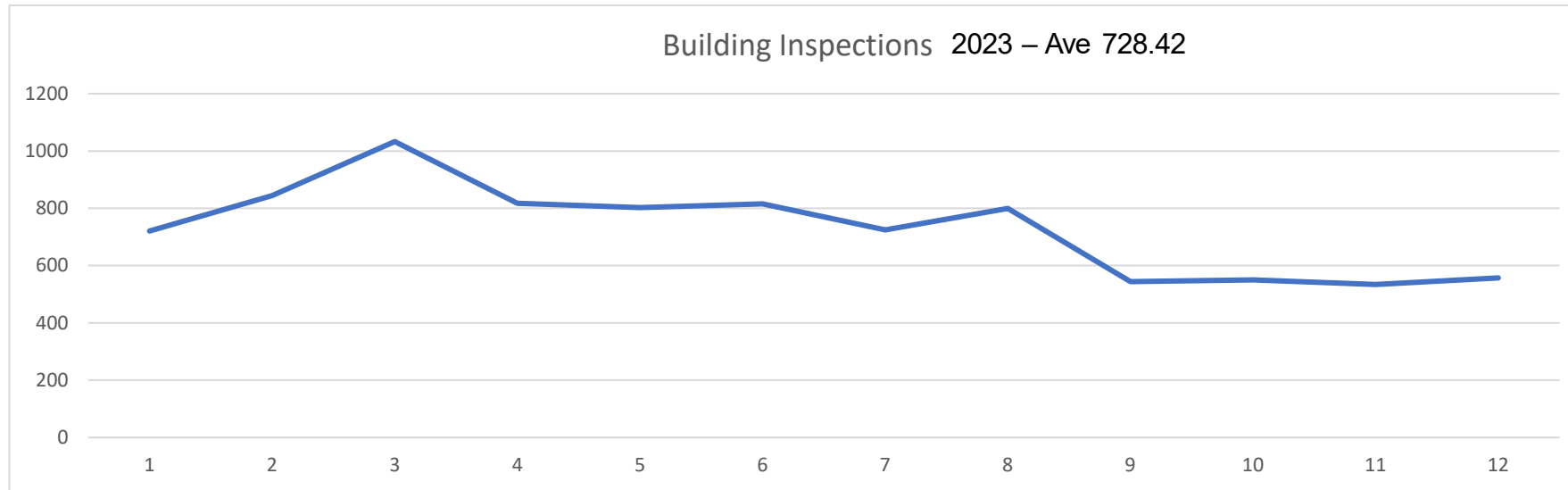
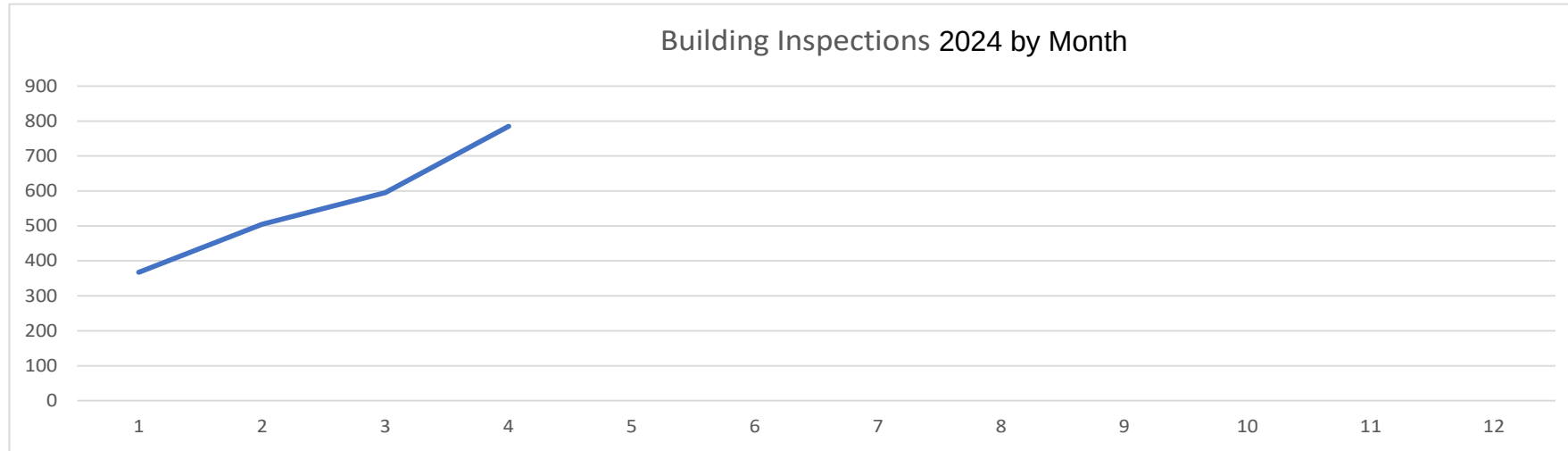
Other Building Permits 2023 – Ave 101.25



Planning: building inspections: 785

**Average
2022**

691



Appendix A-2 Long-Range Planning Work Program

[illegible]

Newberg Email Survey of Building Officials (June 2024)

	Newberg	Springfield	Marion County	Lake Oswego
New Single Family 2023	112	2	Not Available N/A	45
First Review/Completeness	2.5 Days	N/A	2 weeks	2 weeks
Plans Examiners	1	2	5	3 plans examiners/inspectors
Fast-Track	3-5 days	1-2 days	not officially	no-unfair to others
Inspections	18,299	15,000	N/A	12,182
Inspectors	1+1/2 time plumbing	8 with 5 active	4	3 inspector/plans examiners
Request Inspection	same day	next day	same day	same day
On-call 3rd Party	Clair Co. North West Code Professionals (NWCP)	NWCP Eugene Lane Co.	Clair NWCP Silverton Woodburn	yes
Average turn around	4-6 weeks	N/A	N/A	4-6 weeks

Source: Responses to Newberg email survey to Building Officials of Oregon during June 2024.

Appendix A-4

CITY HALL CUSTOMER SERVICE SURVEY

Survey was rolled out April 8th, 2024. Staff were directed to put a link to the survey in their Signature block.

May 2nd, a social Media notice of the Survey was sent out and a link to the Survey was added to CDD webpages.

As of today: 7 Responses as of June 18, 2024. Scores in order of Customer Satisfaction: 5 is very satisfied, and 1 dissatisfied.

INTRO QUESTIONS

7 QUESTIONS

7-RESPONSES

1	What was the reason for reaching out to the City of Newberg?				
2	How did you contact the City of Newberg?	-5- Emailed	-1- Called	-1- Came in	
3	Is this the first time contacting the City?	-1- YES	-6- NO		
4	Did you receive courteous, attentive and welcoming service?	-6- Scored 5	-1- Scored 3		
5	Did you find City Hall hours of operation Convenient?	-6- No Prob	-1- Frustrated		
6	Did staff assist you in a timely manner?	-6- Scored 5	-1- Scored 2		
7	What services did we provide?	-2- Building	-2- Planning	-1- Eng	-2- Other

BUILDING QUESTIONS

7 QUESTIONS

2-RESPONSES

1	Why did you contact the Building Department?	-2-Help applying for Permit	
2	Did you receive the information or assistance you requested in a timely manner?	-2- Scored 5	
3	How knowledgeable was the Building staff that assisted you?	-2- Scored 5	
4	Was applying for a Building Permit a clear and easy process?	-1- Neutral	-1- OK
5	Was it easy to find the information you needed on the Building webpage?	-1- N/A	-1- OK
6	Overall, did you have a satisfying experience working with Building?	-2- Scored 5	
7	Please leave any comments or suggestions about your experience. We appreciate your feedback.	Jared is awesome	

PLANNING QUESTIONS

6 QUESTIONS

2-RESPONSES

1	Did you contact Planning to submit an application or to ask a question?	Ask Question	
2	Was the Planning application process clear and easy?		
3	How knowledgeable was the Planning staff that assisted you?	-1- Scored 4	-1- Scored 5
4	Is it easy to find Planning information on our website?		
5	Overall, how satisfied are you with your experience working with the Planning department?	-1- Scored 2	-1- Scored 5
6	Please leave any comments or suggestions about your experience. We appreciate your feedback.		

CITY HALL CUSTOMER SERVICE SURVEY

ENGINEERING QUESTIONS

6 QUESTIONS

1-RESPONSE

1	Why did you contact Engineering?	SDC Question	
2	How knowledgeable was the Engineering Staff that assisted you?	-1- Scored 5	
3	Is it easy to find Engineering information on our website?	Very easy	
4	How easy was it to submit or pay for a permit through the eTRAKiT web Portal?	Very easy	
5	Overall, how satisfied are you with your experience working with the Engineering Division?	-1- Scored 5	
6	Please leave any comments or suggestions about your experience. We appreciate your feedback.		

GENERAL QUESTIONS(When other was chosen)

5 QUESTIONS

2-RESPONSES

1	Why Did you Contact City Hall?	-1- Business License -1- Internal Question	
2	Overall, how satisfied are you with your experience?	-2- Scored 5	
3	How knowledgeable was the staff that assisted you?	-2- Scored 5	
4	Were you able to find the information you were looking for on our website?	-1- N/A	-1- Very Easy
5	Please provide us with additional comments or suggestions about your experience. We appreciate your feedback		

The Survey responses reflects that the people that have filled out the survey have had positive interactions

OVERALL: with the city and feel that staff are knowledgeable and was able to provide them with the information they requested in a timely fashion.

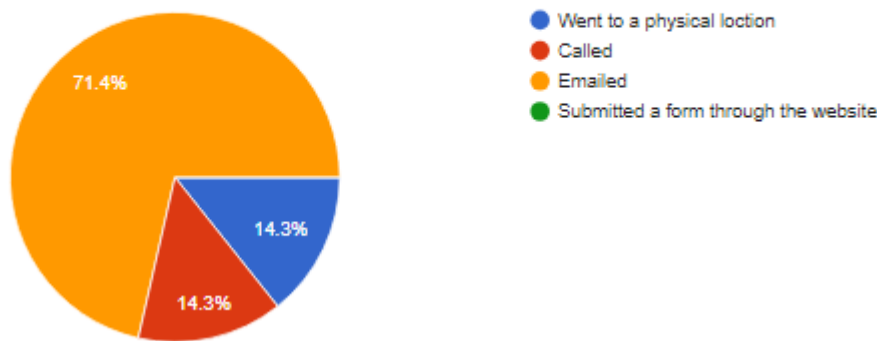
Majority of people contacted the city via email	5:2	71%
All but one person have had prior contact with the City	6:1	85.70%
Most viewed the City Hall hours Convenient or did not have an opinion either way.	6:1	85.70%
Most felt they received courteous & timely service	6:1	85.70%
Building received top scores for Staff knowledge, quick receipt of information and overall satisfaction		
Planning received a high score for planning staff knowledge but there was a mix score for overall satisfaction, one opinion was the highest score and the other was a 2. The CD Director was notified of the person that scored the lowest satisfaction.		
Engineering received top scores for Staff knowledge, quick receipt of information and overall satisfaction		
People who had general interactions with the city gave top score for Staff knowledge, quick receipt of information and overall satisfaction		

QUESTION 2 RESPONSE GRAPH:

How did you contact the City of Newberg?

 Copy

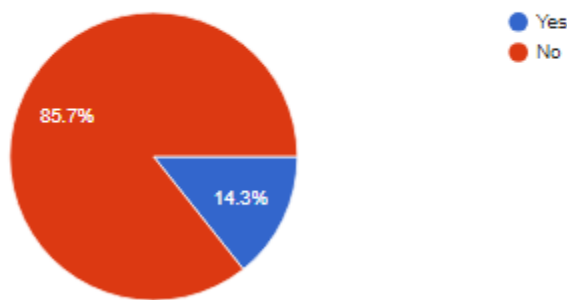
7 responses



QUESTION 3 RESPONSE GRAPH:

Is this the first time contacting the City?

7 responses

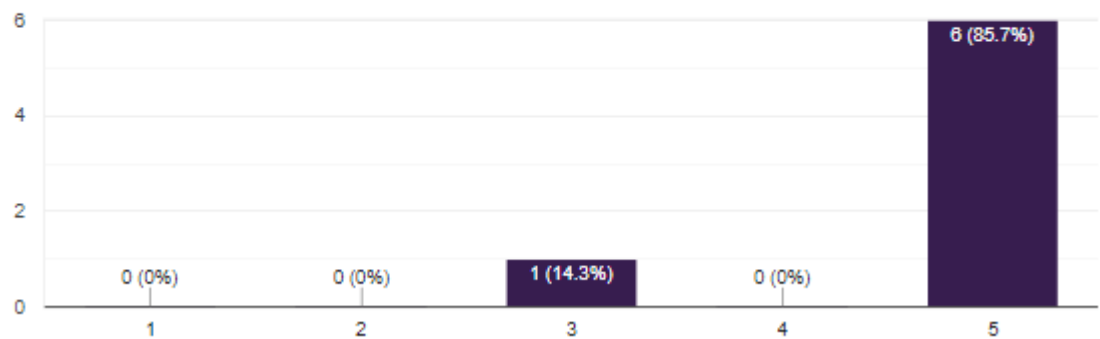


QUESTION 4 RESPONSE GRAPH:

Did you receive courteous, attentive and welcoming service?

 Copy

7 responses

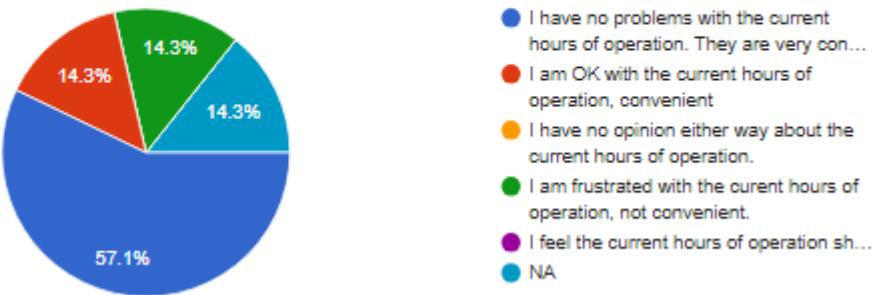


QUESTION 5 RESPONSE GRAPH:

Did you find City Hall hours of operation Convenient?

 Copy

7 responses

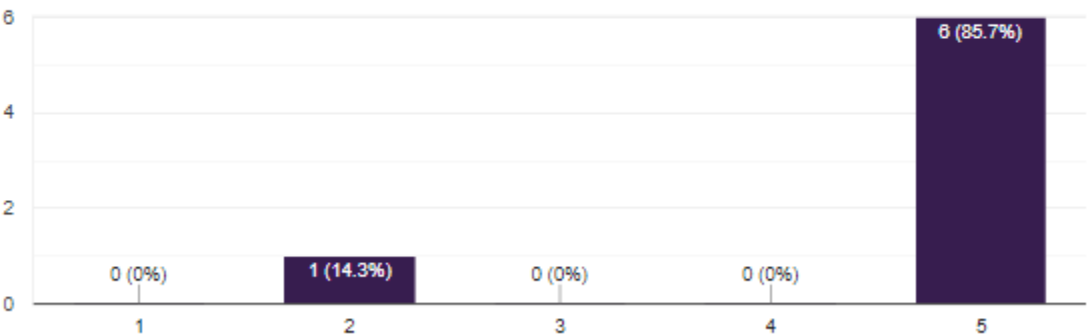


QUESTION 6 RESPONSE GRAPH:

Did staff assist you in a timely manner?

 Copy

7 responses

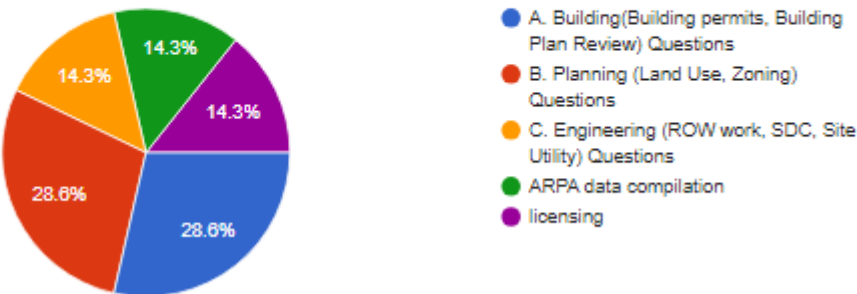


QUESTION 7 RESPONSE GRAPH:

What services did we provide?

 Copy

7 responses



Customer Service Initiatives 05/14/2024

Tasks	Tasks by Workgroup	Schedule										Responsible Staff	Consulted Dept/Div	Informed Dept/Div	Reviewers Staff	Staff Approver
		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec					
OpenGov																
1	Workflows 1.0															
1.1	Planning		D									CD, FB	B, E, PW, PL	F, CM, IT	CD	SS
1.2	Building		D	W	*							BB, JB, MF	P, E, PW YC	F, CM, Cities	BB	SS
1.3	Engineering		D									MG, AM	P, B, PWM, PWO	F, CM, IT	BM, SS	WW
1.4	OpenGov-Configure								*			OpenGov, FB, MF	P, B, E	F, CE, IT, Cities	Tech Team	City PM
1.5	OpenGov-Validate										>>>	OpenGov, FB, MF	P, B, E	All	Tech Team	City PM
2	Workflows 2.0															
2.1	Planning											CD, FB	B, E, PWM, PWO, PL	F, CM, IT	CD	SS
2.2	Building											BB, JB, MF	P, E, PWM, PWO, YC	F, CM, Cities	BB	SS
2.3	Engineering											MG, AM	P, B, PWM, PWO	F, CM, IT	BM, SS	WW
2.4	OpenGov Config (City-led)											FB, MF	P, B, E	F, CE, IT, Cities	Tech Team	City PM
Other Customer Service Initiatives																
1	LEAN Presents											SS	P, B, E	CM	n/a	n/a
2	KPIs & Metrics				D	CC	*					CD, BB, BM	P, B, E	CM	All CD, E	SS>WW
3	Fasttrack R Permits				*							BB, JB, MF	P, B, E	CM	n/a	SS
4	Customer Survey (April launch)										>>>	FB, CD, BB, BM	P, B, E	CM	All CD, E	SS
5	Staff Reports			W, D		*						CD	E, CA	B, CM	All CD, E	CD>SS
6	Bluebeam Train.								*			CD	P, B, E	All CD, E	n/a	SS
7	Code Maint. (CCH by Feb '25)								PCW		PCH	SS	P, B, E, CA	CM	All P, CA	SS

D = Draft, W= Workshop, H = Hearing, * = Final All = All Div Staff, P = Planning, PWM = Public Works Maintenance, PWO = Public Works Operations, PL = Police, B = Building, E = Engineering, F = Finance, CA = City Atty, CE = Code Enforcement, CM = City Manager, PC = Planning Commission, CC = City Council, Cities = Contract Cities (Dayton, Dundee, Lafayette), YC = Yamhill County

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Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Data Framework										
Historical Data Migration										
Record & Financial Exports										
Permitting & Licensing Suite	Requirements and Discovery									
	Initiate*									
	Configure*									
	Validation^									
	Go-Live									
Reporting & Transparency										

*Timeline is dependent on the number of service areas and record types.
^Validation includes data integration and migration

	OpenGov Configuration
	Customer Validation
	Go Live Event

REQUEST FOR COUNCIL ACTION



Date Action Requested: (July 15, 2024)

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐	
No. Resolution 2024-3942	
Subject: A Resolution to Initiate the Keller Engineering Contract	Staff: CM Department: Administration
Business Session	Order On Agenda: New Business
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:

Staff recommend that council approve this resolution as follows:

“I move that we approve council resolution 2024-3942 to initiate the Keller Engineering Associates contract”

Executive Summary:

Since March the city has been reorganizing its engineering division to get more cost control and more efficiency and transparency. The appointment of Keller Associates as represented by Mr. Trevis Smith is a major milestone in this effort.

Fiscal Impact:

It is anticipated that this contract will save the city \$90,000 annually on engineering review and general engineering services. It is also anticipated that it will give the city more accurate future cost estimation for major capital projects.

Council Goals:

Having better fiscal control over capital improvement projects will directly enhance council Goal 6:

“Implement a careful and prudent fiscal policy”.

Within this goal objective 4 is relevant to this resolution:

G6 O4: Ensure that the city has a long-term financial plan that supports its goals and objectives.



RESOLUTION NO. 2024-3942

A Resolution to Initiate a Contractual Relationship with Keller Engineering Associates

Recitals:

1. Reorganization of the city Engineering Division began in March of 2024
2. One goal of the reorganization was to achieve greater capital project cost control.
3. One goal was to further enhance and review our internal engineering processes.
4. By authority of ORS 279C.110, after reviewing three proposals received, City identified Consultant as the most qualified based on their particular training, ability, knowledge, expertise and experience.

The City of Newberg Resolves as Follows:

1. Approve council resolution 2024-3942 to initiate the Keller Engineering Associates contract.

Effective Date of this resolution is the day after the adoption date, which is: July 16, 2024.

Adopted by the City Council of Newberg, Oregon, this 15th day of July, 2024.

Rachel Thomas, City Recorder

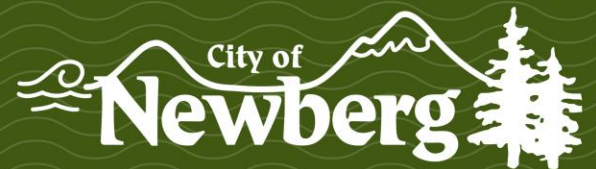
Attest by the Mayor this _____ day of _____, 2024.

Bill Rosacker, Mayor

Keller Professional Services Agreement

Exhibit A: CM presentation

Appointment of Keller Associates Engineering Resolution 2024-3942 Exhibit A



Due to cost overruns on Elliot Road and the CMs need for greater fiscal controls particularly when thinking about the future water plant effort, we launched the reorganization of the Engineering Division in late March of 2024 year.

One key component of this restructuring was the replacement of the in-house City Engineer and Deputy City Engineer with an outside engineering firm.

This is in alignment with council goal G6:
“Implement a careful and prudent fiscal policy”.

Within this goal objective 4 is relevant to this discussion:

G6 O4: Ensure that the city has a long-term financial plan that supports its goals and objectives.

Better cost control on large capital projects will ensure our fiscal planning can be more accurate.

A request for qualifications (RFQ) was run with advertising in the business section of the Oregonian and direct email marketing to Oregon licensed civil engineering firms.

The RFQ requested that they:

“Provide a clear and concise description of your firm’s capabilities to meet the RFQ requirements.

Proposers must demonstrate prior experience in this type of work within the last five (5) years”

References from other customers were also sought. Keller provided references from Dallas, Amity, Oregon City and other Oregon clients.

Requirement of Insurance

The successful proposer was also required to meet the City's insurance coverage as described below.

Commercial general liability	\$2,000,000.00
Professional liability	\$2,000,000.00
Employer's liability	\$1,000,000.00
Automobile liability	\$1,000,000.00

The successful proposer had to provide certification of all coverages and name the City of Newberg as "an additional insured".

The RFQ also requested that the firms provide their scope on how they would provide 30 hours of general engineering assistance as well as make themselves available to conduct engineering design services.

The 30 hours were to be at a set rate and the additional services (for example designing a sewer line) would be at an additional but agreed rate.

One objective of this exercise was to conduct general engineering services less expensively than our previous in-house model.

Things the General Engineering Hours will Achieve

- General land use engineering review work in concert with one of our Senior Engineers.
- Representing the City of Newberg by assuming the title and responsibilities as our City Engineer (per City Charter a named individual will assume this role).
- The City Engineer will be the in-person representative for the City for its overall engineering efforts.

Things General Engineering Hours will Achieve, Continued

- Providing the City Manager with a “second opinion” to engineering conclusions provided by external and internal stakeholders.
- Examining additional capital improvement engineering design work and taking on such work if the contractor has the capacity and desire to do so.
- Providing the City Manager with suggestions for engineering process improvements connected to project management.

RFQ Evaluation Criteria:

CONTENT AND EVALUATION CRITERIA SCORING RUBRIC

1.	Introductory letter	0 points
2.	Capabilities and Approach	10 – 50 points
3.	Previous Experience	10 – 50 points
		TOTAL 100

In May of this year a panel of staff including a member of engineering, finance and myself scored the RFQ responses and the winning firm was Keller Associates.

In June contract negotiations initiated between Keller, the City Attorneys office and myself and these came to fruition in the first week of July.

Wrapping this up in just a few months shows how fast Newberg can move compared to its competitors.

About Keller

Keller is a multidisciplinary civil engineering firm with roots across the Western United States.

Their expertise spans a variety of disciplines, including water resources, transportation, civil and site design, structural, electrical and controls, construction engineering and inspection, and surveying.

Capable of undertaking large design projects for example a water plant. Keller's motto is: **EVERYTHING WE DO IMPROVES LIVES.**

About Keller

Keller is a medium sized engineering firm with 200 staff. While they are headquartered in Idaho, they maintain offices in Oregon locations including Salem and Beaverton.

They also do work in Nevada and Utah and are fully licensed and bonded for Oregon work.

My research also discovered that Keller is a family-owned business now in this third generation.

Cost Control

The cost for the in-house engineering staff that the Keller contract replaces including benefits build up was approximately \$350,000. The deal agreed with Keller will cost approximately \$250,000 per year.

The contract negotiated comes with a six months getting to know you period, if all goes well a five-year service period will then ensue.

The agreement can however be terminated by either party with 30 days written notice.

Thus far my engagement with Keller staff has proven to be business like and they seem to possess a high degree of common sense.

Introduction: Trevis Smith PE

Questions for Mr. Smith or myself?

Keller Professional Services Agreement

Exhibit B: Keller Contract



AGREEMENT WITH KELLER ASSOCIATES, INC. TO PROVIDE CITY ENGINEER SERVICES

THIS AGREEMENT is entered into this 16th day of July, 2024 by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called **City**, and

Keller Associates, Inc., an Idaho corporation, 245 Commercial St SE, Suite 210
Salem, OR 97301

hereinafter called **Consultant**.

RECITALS:

1. City has need for a Consultant to complete services outlined in Exhibit A to provide engineering services on an on-call, as-needed basis.
2. By authority of ORS 279C.110, after reviewing three proposals received, **City** identified **Consultant** as the most qualified based on their particular training, ability, knowledge, expertise and experience.
3. City Council awarded this contract in Resolution No. 2024-3942.

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

1. **Scope of Services:**

a) **Consultant** agrees to provide services identified in the Scope of Services (the "Services"), which is Exhibit A and is attached hereto and incorporated by reference. **Consultant** represents and warrants to **City** that **Consultant** can perform the Services outlined in the Scope of Services for the compensation described in this Agreement.

b) Engineering design services for capital improvement projects ("Design Services") are not within the Scope of Services. **City** has provided **Consultant** with a list of all capital improvement projects that, as of the effective date of this Agreement, are planned for fiscal year 24/25. **Consultant** will have the right of first refusal to provide Design Services for **City** capital improvement projects subject to the following conditions:

- **City** determines that **Consultant** is qualified and has the capacity to provide the Design Services, and
- **Consultant's** estimated fee to provide Design Services for the capital improvement project in question does not exceed \$250,000.

If mutually agreed by **City** and **Consultant**, **Consultant's** billing rates for Design Services may differ from the rates set forth in **Consultant's** Fee Schedule attached to this Agreement as Exhibit B, including billing on a lump sum basis. **Consultant** must

exercise its right of first refusal to provide Design Services for a given capital improvement project within ten business days of receiving a written offer to provide such Design Services from **City**. If **Consultant** exercises its right of first refusal and agrees to provide Design Services, **City** and **Consultant** will enter into a separate agreement governing **Consultant's** provision of the Design Services.

2. **Key Personnel:** **Consultant** will continuously employ a named City Engineer/Project Manager and Principal-in-Charge ("Key Personnel") during the term of this Agreement. As of the effective date of this Agreement, the City Engineer/Project Manager is Trevis Smith, P.E., and the Principal-in-Charge is Peter Olsen, P.E. The Key Personnel must be reasonably satisfactory to the **City**, and **City** may require the removal or replacement of any of them upon ten days' notice to **Consultant**. So long as they remain employed by **Consultant**, **Consultant** may not otherwise remove or replace Key Personnel, or cause them to cease providing Services under this Agreement for any reason, including without limitation to work on other projects or take extended vacations, without 45 days' advance written notice to and the prior consent of **City**, which is not to be unreasonably withheld. New or replacement Key Personnel must be qualified and must have adequate experience providing services similar to the Services.

3. **Effective Date and Duration:**

- a) This Agreement shall become effective on the date that this Agreement has been signed by every party hereto (the "Effective Date").
- b) Unless earlier terminated, the term of this Agreement will be six months from the Effective Date (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement will renew for a period of five years unless, prior to the expiration of the Initial Term, either party notifies the other of its intent not to renew. Time is of the essence of this Agreement.
- c) 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.

4. **Termination:** This Agreement may be terminated at any time by mutual, written consent of the parties. City may, at its sole discretion, terminate this Agreement in whole or part upon a 30-day written notice to Consultant. City may terminate this Agreement immediately upon notice to Consultant that City does not have funding, appropriations, or other necessary expenditure authority to pay for Consultant's Services. City may terminate this Agreement at any time for material breach, upon issuance of a ten-day written notice to Consultant.

5. **Compensation:** Consultant's compensation for performance of the Services will be based upon the costs, fees, and rates set forth in Consultant's Fee Schedule attached to this Agreement as Exhibit B.

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

7. **Invoice Submission and Payment:** City must pay Consultant only after receiving from Consultant a correct and documented billing statement containing (i) a description of the Services performed, (ii) the dates and details of the Services performed, (iii) data, receipts, and other documentation establishing payment or satisfaction of Consultant's duties under this Agreement, and (iv) any other information that may be required by City. Consultant may submit certified billing statements for payment no more often than once each month based on Services performed during the preceding month. City will make approved payments within 35 days after City's receipt of a complete billing statement.

8. **Agreement Documents:** This Agreement consists of this Agreement and any attached and referenced Exhibits. The Services are under the sole control of Consultant; however, the Services contemplated herein must meet the approval of City and shall be subject to City's general right

of inspection and supervision to secure the satisfactory performance thereof.

9. **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.

10. **Federal Employment Status:** In the event any payment made pursuant to this Agreement is to be charged against federal funds, Consultant certifies neither it nor any of its employees are employed by the federal government and the amount charged does not exceed his or her normal charge for the type of services provided.

11. **Consultant's Warranties:** The Services to be performed by Consultant include services generally performed by Consultant in Consultant's usual line of business. Consultant will perform the Services required under this Agreement consistent with the professional skill and care ordinarily provided by recognized firms practicing and providing similar services in the same or similar locality under the same or similar circumstances. Consultant shall, at all times, during the term of this Agreement, be qualified, be professionally competent, and duly licensed to perform the Services.

12. **Indemnity:** Consultant shall defend, indemnify, and hold harmless City and its consultants, councilors, employees, agents, volunteers, and representatives ("Indemnitees") for, from, and against any and all loss, liability, damage, demands, claims, costs, and expenses, including reasonable attorney and expert fees, to the extent caused by the willful misconduct or negligent acts, errors, and omissions of Consultant or its agents, consultants, employees, or representatives, including without limitation for:

- a) Breach of this Agreement by Consultant;
- b) Death, personal injury (including bodily injury), property damage, or violation of law, regulation, or orders, to the extent caused by the performance of Consultant or those for whom Consultant is responsible;
- c) Violation or infringement of third-party intellectual property rights by Consultant;
- d) Any negligent acts or omissions or willful misconduct by Consultant or persons for whom Consultant is responsible; and
- e) Claims for compensation asserted by Consultant's employees (including wage-and-hour or benefit claims) or any violation of federal, state, or local wage-and-hour or labor laws and regulations by Consultant or persons for whom Consultant is responsible.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified under this Section by an employee of Consultant, Consultant itself, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages,

compensation, or benefits payable by or for **Consultant** under workers' compensation acts, disability benefit acts, or other employee benefit acts. No indemnification provided by **Consultant** under this Section is required to indemnify the Indemnitees to the extent of liability for death or bodily injury to persons or damage to property caused in whole or in part by their own acts, omissions, or negligence, but **Consultant** must provide indemnity to the extent of its own negligence or the negligence of its consultants, employees, or representatives to the extent required by law or by this Agreement.

13. **Independent Contractor:** **Consultant** is not currently employed by **City**. The parties to this Agreement intend that **Consultant** perform all Services as an Independent Contractor. No employee, agent, 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 Services are under the sole control of **Consultant**, however, the Services contemplated herein must meet the approval of **City** and shall be subject to **City's** general right of inspection and supervision to secure the satisfactory performance thereof.

14. **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.

15. **Insurance:** **Consultant**, at its sole cost, will procure and maintain at all times while performing Services the following insurance issued by responsible carriers rated A VII or better by A.M. Best's rating service (unless otherwise approved by **City**), and in a form and substance reasonably satisfactory to **City**, that affords at least the minimum coverage limits set forth below:

- 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) Employer's liability insurance with minimum limits of \$1,000,000 for bodily injury for each accident, without restriction as to whether covered by workers' compensation; \$1,000,000 for bodily injury or disease for each employee; and \$1,000,000 for bodily injury or disease aggregate, per claim.
- c) Commercial general liability ("CGL") and, if necessary, commercial excess or umbrella insurance in at least the following minimum amounts:
 - Combined single limit (per occurrence): \$2,000,000
 - Aggregate (per project): \$2,000,000
 - Products/completed operations aggregate (per project): \$2,000,000
 - Contractual liability (per occurrence): \$2,000,000

d) **Consultant** will purchase and maintain CGL insurance on an occurrence basis, written on ISO Form CG 00 01 (12 04 or later) or an equivalent form approved in advance by **City**. CGL coverage must include all major coverage categories, including bodily injury, property damage, and products/completed operations coverage maintained for at least six years following final payment. The CGL insurance must also include the following: (i) separation of insured, and (ii) per-project aggregate.

e) Commercial umbrella/excess liability coverage with a minimum coverage limit of \$5,000,000 and including: (i) "Pay on behalf of" wording; (ii) concurrency of effective dates with primary coverage; (iii) punitive damages coverage (unless prohibited by law); (iv) application of aggregate (when applicable) in primary coverage; and (v) drop-down feature. All third-party liability insurance will be scheduled to the umbrella/excess coverage.

f) Business automobile liability insurance alone or in combination with commercial umbrella insurance covering any auto (including owned, hired, and nonowned autos) on ISO Form CA 00 01 or an equivalent form with minimum limits of \$1,000,000 each person and each occurrence for bodily injury or property damage, and including additional insured endorsement, contractual liability, and pollution liability coverage, which includes vehicle overturn and collision.

g) Professional Liability/Errors and Omission type policy with limits of at least \$2,000,000. If this policy is a "claims made" type policy, the policy type and company shall be approved by the City Manager prior to commencement of any Services under this Agreement.

16. **Insurance Terms and Requirements:**

a) **Consultant's** liability insurance policies (i) must include **City** as an additional insured; (ii) must be primary coverage and may not seek contribution from any insurance or self-insurance carried by **City**; (iii) must apply separately to each insured against whom a claim is made or suit is brought; and (iv) must be maintained without interruption from the effective date of this Agreement to the termination date of this Agreement or, if applicable, a later date specified by **Consultant's** tail insurance.

b) If **Consultant**, for any reason, fails to maintain required insurance coverage, the failure will be deemed a material breach of this Agreement, and **City**, at its sole discretion, may suspend or terminate this Agreement. Failure to maintain the insurance coverage required by this Agreement will not waive **Consultant's** duties to **City**.

c) Before **Consultant's** services begin, **Consultant** will supply to **City** a completed insurance certificate evidencing the coverages required under this Agreement. **Consultant** will notify **City** in writing at least 30 days before any cancellation, lapse, or expiration of any insurance required by this Agreement.

d) If **Consultant** has any self-insured retention or deductibles for any of the required coverages, **Consultant** must identify them on the certificate of

insurance and provide satisfactory evidence of financial responsibility for such obligations. Satisfaction of all self-insured retentions or deductibles is the sole responsibility of **Consultant**.

e) **Consultant's** obligation to provide insurance continues even if **City** fails to demand or inspect certificates of insurance or other evidence of compliance with this Agreement. **City's** acceptance of certificates does not constitute approval of them or acknowledgment that the requirements of this Agreement have been fulfilled.

f) The insurance provided by **Consultant** under this Agreement is not required to indemnify **City** or its employees or agents to the extent that liability for death or bodily injury to persons or damage to property is caused by their own negligence, but the insurance must require indemnity to the extent of the fault of **Consultant** or its subconsultants.

g) By requiring insurance, **City** does not represent that coverage and limits will necessarily be adequate to protect **Consultant**. Insurance in effect or procured by **Consultant** does not reduce or limit **Consultant's** indemnification and defense duties to **City**.

h) **Consultant** will cause each of its subconsultants to indemnify **City** and to purchase and maintain in full force and effect the same insurance as specified for **Consultant** in this Section 10. **Consultant** will be responsible for the subconsultants' coverage if the subconsultant fails to purchase and maintain the required insurance. When requested by **City**, **Consultant** will furnish copies of certificates of insurance establishing coverage for each subconsultant. **City** may in its sole discretion agree to adjust coverage limits or terms for a specific subconsultant.

17. **Assignment:** The parties hereto each bind themselves, their partners, successors, assigns, 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.

18. **Ownership of Work Product:** All original documents prepared by **Consultant** in performance of this Agreement, including but not limited to original maps, plans, drawings, and specifications are the property of **City** unless otherwise agreed in writing. Quality reproducible records copies of final work product, including digital files of text and drawings shall be provided to **City** at the conclusion or termination of this Agreement. Subject to the limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS Chapter 30, **City** shall indemnify and hold harmless **Consultant** and **Consultant's** independent professional associates or subconsultants from all claims, damages, losses, and expenses including attorney fees arising out of the **City's** use of any instruments of professional service for purposes outside the scope of this Agreement.

19. **Entire Agreement:** This Agreement constitutes the entire and integrated 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.

20. **Litigation:** Unless otherwise agreed by the parties, every claim, dispute, or other matter in question arising out of or related to this Agreement shall be resolved through litigation. All litigation will be held in the State of Oregon with venue in Yamhill County or the U.S. District Court for the District of Oregon.

21. **Other Service Providers:** **City** reserves the right to enter into other agreements for work additional to or related to **Consultant's** Services, and **Consultant** agrees to fully cooperate with these other contractors and with **City** personnel. When requested by **City**, **Consultant** shall coordinate its performance under this Agreement with such additional or related work. **Consultant** shall not interfere with the work performance of any other contractor or **City** employees.

22. **Notification:** All correspondence and notices related to this Agreement shall be directed to the project manager for the party to whom the correspondence or notice is intended. If directed to **City**: City of Newberg, P.O. Box 970, Newberg, Oregon 97132, Attn: Will Worthey, City Manager. If directed to **Consultant**: Attn: Trevi Smith, P.E. at the address listed above. Each party shall be responsible for notifying the other of any changes in project manager designation.

23. **Compliance with Applicable Law:** In the performance of this Agreement, **Consultant** shall comply with all applicable federal, state, and local laws, ordinances, regulations, and administrative rules, including but not limited to the following requirements of ORS 279A, 279B, and 279C:

a) Nondiscrimination (Required by ORS 279A.110). **Consultant** shall not discriminate against a disadvantaged business enterprise, a minority-owned or women-owned business, an emerging small business certified under ORS 200.055, or a business enterprise that is owned by a service-disabled veteran. Additionally, **Consultant** must comply with all applicable requirements of federal, state, and local civil rights law and rehabilitation statutes and must not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits, or employment.

b) Tax-Compliance Warranty (Required by ORS 279B.045). **Consultant** represents and warrants that **Consultant** has complied with the applicable tax laws of the State of Oregon or a political subdivision of the State of Oregon (collectively, "Tax Laws"), including but not limited to ORS 305.620 and ORS Chapters 316, 317, and 318. **Consultant** covenants that **Consultant** will continue to comply with the Tax Laws during the term of this Agreement. Failure by **Consultant** to comply with the Tax Laws before the execution of this Agreement or during the term of this Agreement is a default for which **City** may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

c) Payment of Labor (Required by ORS 279B.220 and 279C.505).

- **Consultant** shall make payment promptly, as due, to all persons supplying labor or material to **Consultant** for the performance of Services provided for in this Agreement;
- **Consultant** shall pay all contributions or amounts due the Industrial Accident Fund from **Consultant** or subconsultant incurred in the performance of this Agreement;
- **Consultant** shall not permit any lien or claim to be filed or prosecuted against **City** on account of any labor or material furnished; and
- **Consultant** shall pay to the State of Oregon Department of Revenue all sums withheld from employees under ORS 316.167.
- If **Consultant** fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to it by any person in connection with this Agreement as such claim becomes due, **City** may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due **Consultant** by reason of such contract. The payment of a claim in this manner shall not relieve **Consultant** or **Consultant's** surety, if any, from obligation with respect to any unpaid claims.

d) Payment for Medical Care and Workers' Compensation. As required by 279B.230 and 279C.530:

- **Consultant** shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical, and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of **Consultant**, of all sums that **Consultant** agrees to pay for the services and all moneys and sums that **Consultant** collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for the services.
- All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

e) Hours of Labor; Pay Equity; Salary Discussions (required by ORS 279B.020, 279B.235, and 279C.540).

- **Maximum Hours.** **Consultant** shall not employ any person for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279A.055, the laborer shall be paid at least time and a half pay:

- For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
- For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- For work performed on Saturday and on any legal holiday specified in any applicable collective bargaining agreement or ORS 279B.020(1)(b)(B) to (G).

The requirement to pay at least time and a half for all overtime worked in excess of 40 hours in any one week, does not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. Section 201 to 209 from receiving overtime.

f) Notice to Employees.

- **Consultant** shall give notice in writing to its employees who perform work under this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- **Consultant** shall comply with ORS 652.220 (prohibiting discriminatory wage rates based on sex and requiring that employer not discriminate against an employee who is a complainant). Compliance with this Section 23.f is a material element of this Agreement. Failure to comply is a breach that entitles **City** to terminate this Agreement for cause.
- **Consultant** may not prohibit any of **Consultant's** employees from discussing the employee's wage, salary, benefits, or other compensation with another employee or another person, and **Consultant** may not retaliate against an employee who does so.

g) Limitation on Claims. For **Consultant's** employees subject to Oregon employment laws and as required by ORS 279C.545, any worker employed by **Consultant** shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with **Consultant** within 90 days from the completion of this Agreement, providing **Consultant** has:

- Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and
- Maintained such circular continuously posted from the inception to the completion of this Agreement on which workers are or have been employed.

[Signature page follows]

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

KELLER ASSOCIATES, INC.

By: _____

Name: Peter Olsen, PE

Title: Principal

Date: _____

CITY OF NEWBERG

By: _____

Name: Will Worthey

Title: City Manager

Date: _____

Approved as to Form and Content:

James Walker
City Attorney

EXHIBIT A

Scope of Services

General engineering support services not to exceed 30 billable hours per week to supplement **City's** in-house engineering team's capabilities. Of these hours, seven hours will be in person in **City's** offices in Newberg to facilitate close cooperation with **City's** Community Development Department and senior staff.

These hours will be dedicated to the following tasks:

- General land use engineering review work in concert with a **City** senior engineer, including but not limited to development and land division application review services. Specific tasks may include:
 - Review of preliminary plats and supporting documentation.
 - Review of final plats and sign off as the City Engineer.
 - Attendance at pre-application meetings as requested.
 - Check conformance with City ordinances.
 - Review of preliminary and final engineering plans including site grading and drainage plans, hydrology reports, soils reports, geology reports, water and sewer plans, irrigation plans, illumination plans and related tasks. Check conformance City and state design standards.
 - Meet with developers, engineers, and City staff regarding plans and proposals.
 - Provide written emails or letters to City with a copy to developers or their representatives with engineering recommendations and supporting information.
 - Coordinate with other agencies and districts related to utilities, roadways, drainage, and irrigation.
 - Provide recommendations and input to City via verbal contacts, email, and letters.
 - Provide input on variance requests.
- Representing **City** by assuming the title and responsibilities of City Engineer (per City Charter, a named individual must assume this role), including:
 - Serving as the in-person representative for **City** for its overall engineering efforts.
 - Representing City in meetings and negotiations with local, state, and federal agencies and officials as requested by City.
 - Attending City Council meetings upon request, but these sessions can be conducted remotely. Attending meetings, hearings, and other sessions upon request.
 - Providing the City Manager with a "second opinion" to engineering conclusions provided by external and internal stakeholders.
 - Providing the City Manager with suggestions for engineering process improvements connected to project management.
 - Coordinating with City staff in providing services.
 - Review and comment on ordinances and resolutions for topics related to City's engineering efforts.
 - Provide inspection, observation, and support services for engineering and public improvement projects.
 - Budget review.
 - Assist in securing and administering grant and loan funding.
 - Conduct review and provide input on City infrastructure.

Consultant will provide the services described above upon request by City. Consultant will provide all services as expeditiously as is consistent with the level of professional skill and care required under Section 11 of the Agreement and according to any timelines agreed upon by City and Consultant.

EXHIBIT B
Fee Schedule

Staff	Classification	Estimated Hours per Week	Rate	Weekly Fee
Trevis Smith	Project Manager - III	10	\$ 230	\$ 2,300
Lucas Henry	Project Engineer - II	20	\$ 135	\$ 2,700

Reimbursable expenses in “other billing terms” for the title code billing rate table found on the next page require written approval from the Owner prior to such expenses being incurred.

KELLER ASSOCIATES, Inc.
2024 TITLE CODE BILLING RATES
 July 1, 2024

Project Engineer - I	\$110	-	\$135
Project Engineer - II	\$135	-	\$175
Project Engineer - III	\$175	-	\$240
Project Manager - I / II	\$145	-	\$180
Project Manager - III	\$180	-	\$250
Structural - I	\$110	-	\$135
Structural - II	\$135	-	\$175
Structural - III	\$175	-	\$240
Chief Engineer/Structural Engineer	\$310		
CAD - I	\$85	-	\$110
CAD - II	\$110	-	\$130
CAD - III	\$135	-	\$165
CAD Manager	\$195		
Electrical/Controls - I	\$110	-	\$135
Electrical/Controls - II	\$135	-	\$175
Electrical/Controls - III	\$175	-	\$240
Principal	\$250	-	\$320
Survey - I	\$100	-	\$125
Survey - II	\$125	-	\$150
Survey - III	\$155	-	\$185
Field Representative	\$110	-	\$150
Engineering Student	\$80		
Administration - I	\$80	-	\$90
Administration - II	\$90	-	\$125

Other Billing Terms

- Mileage: Billed at Federal Rate (currently \$0.67 per mile)
- Per Diem: \$60.00 per day
- Reimbursable Expenses at Cost x 1.05
- Subconsultant Expenses at Cost x 1.10
- After Hrs. & Weekend Field Work at Cost x 1.25
- Seepage Testing Equipment: \$800/month (1 month minimum charge)
- Flow Meter Equipment: \$1,500/month/meter (1 month minimum charge)
- 3D Survey Scanner Equipment: \$625/day
- Remote Bathymetric Survey Equipment: \$750/day
- Drone: \$100/day
- UTV: \$150/day
- Specialty Software - Project specific
- The Title Code Billing Rates are effective July 1, 2024 and will be adjusted annually in January of subsequent years

CONFIDENTIAL



REQUEST FOR COUNCIL ACTION



Date Action Requested: July 15, 2024

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐

No. 2024-3941

Subject: A Resolution awarding Construction Excise Tax Funds to Yamhill County Affordable Housing Corporation in the amount of \$262,500; and to Catholic Charities of Oregon et al. in the amount of \$52,282.89

Staff: Leanne Wagener, Assistant Planner
File No. GRNT24-0002, and GRNT24-0003

Business Session

Order On Agenda: New Business

Hearing Type: Public Hearing

Is this item state mandated? Yes ☐ No ☒

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

Recommendation:

1. Adopt Resolution No. 2024-3941 awarding \$262,500 to Yamhill County Affordable Housing Corporation and \$52,282.89 to Catholic Charities et al., from the Construction Excise Tax Fund monies.
2. Provide direction to staff regarding the release of a second (Legacy) Notice of Funding Availability for remaining CET Fund monies.
3. Provide direction to staff regarding the allocation of the City's 4% CET administrative fee.

Executive Summary:

In response to the City's 2023-2024 Notice of Funding Availability for the Newberg Construction Excise Tax (CET) Fund, the Affordable Housing Commission it is recommending that two Applicants be awarded fund monies, the Yamhill County Affordable Housing Corporation, with a recommended award of \$262,500, and a partnership of Catholic Charities of Oregon, Edlen & Company, Community Wellness Collective and Providence, with an award recommendation of \$52,282.89. Attachment 1 contains a discussion of the collection of CET Fund monies and their allocation.

The application materials submitted by both Yamhill County Affordable Housing Corporation and Catholic Charities of Oregon, Edlen & Company, Community Wellness Collective in partnership with Providence are provided in Attachments 2 and 3, respectively.

Further, staff is seeking direction on the use of monies remaining in the CET Fund following the current funding cycle, as follows:

- Staff requests direction on issuing a second notice of funding availability for use of the remaining \$1,000,000 of CET funds for what City Council has described as a “Legacy Project”; and
- Staff requests direction regarding allocation of the \$58,122.27 in CET administrative fees, 4 percent of the gross CET taxes collected pursuant to NMC 3.60.100.

Background:

The City of Newberg adopted a Construction Excise Tax in November of 2020. Senate Bill 1533 from the 2016 Oregon Legislative session is the enabling legislation that allows local jurisdictions to implement a Construction Excise Tax (CET). Revenues generated from this tax is 1% on the project building permit value, to be used to address housing affordability issues for homeowners or renters within Newberg for families that earn 80% or less of the median family income.

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 2023, the Median Family Income (for a family of 4) in the City of Newberg was \$114,400. 80% of that amount for a family of four is \$91,520.

Available CET 23-24 Funding and Eligibility:

Eligible recipients of resources from the CET Fund are organizations with interests in developing and/or preserving affordable housing in Newberg. Potential recipients include governmental subdivisions, community development corporations, local housing authorities, community action agencies, community-based or neighborhood-based non-profit housing organizations, other nonprofit organizations, for-profit entities and private employers, and private landlords.

The funds received through the CET can be used in a variety of ways, with some limitations, and for projects that address housing affordability issues for homeowners or renters within Newberg for households that earn 80% or less of the median family income (MFI). The ordinance also states that any affordable housing that receives CET funds must remain affordable (80% or below MFI) for a period of at least 60 years following the date of construction.

The state legislation limits the funding awards towards two categories:

- Developer incentives and
- Affordable housing programs

Per ORS 197.309(5)(c) and (d) and 197.309(7), *developer incentives* allowed or offered include, but are not limited to:

- System development; and
- Land acquisition; and
- Local public improvements required by municipal governments.

Per Section 9, Chapter 59, Oregon Laws 2016, *affordable housing programs* include, but are not limited to:

- Rent buy-downs and subsidies; and
- Down-payment assistance; and Newberg Community Development
- Foreclosure-prevention assistance.

Available CET fund monies for the current disbursement to these uses total \$314,782.89. The remaining portion of CET fund monies to be disbursed at a later date to be determined is \$1,000,000.00. Both disbursement amounts reflect the total eligible refunds subtracted from the fund within the stipulated refund timeframe per NMC 3.60.080. Allocation details are available in Attachment 1.

Submitted Applications:

Notice went out about the 2023-2024 CET Fund Availability on January 11, 2024. The application period closed on April 4, 2024, and two eligible applications were submitted prior to the deadline. The submitted project details were:

1. Project: 2024 Newberg Home Rehabilitation Grant Program (Attachment 2)
Applicant: Yamhill County Affordable Housing Corporation
Funding Request: \$262,500
Form of Funding Requested: CET - Affordable Housing Program
Project Description: Housing repairs program for qualifying very low and low income households in Newberg.
2. Project: The Heart of Newberg (Attachment 3)
Applicant: Catholic Charities of Oregon, Edlen & Company, Community Wellness Collective in partnership with Providence
Funding Request: \$397,050 with consideration for the second (Legacy) disbursement
Form of Funding Requested: CET – Developer Incentive
Project Description: A comprehensive affordable housing project including recuperative, permanent supportive, and workforce housing to be built in two phases on a greenfield site to be donated by Providence, within Newberg.

Review and Discussion:

The Affordable Housing Commission convened to review and discuss the submitted applications. It was deemed that two Applicants, Yamhill County Affordable Housing Corporation and Catholic Charities of Oregon, Edlen & Company, Community Wellness Collective in partnership with Providence, put forward eligible and robust applications consistent with eligibility requirements. After deliberation, the Commission agreed by a 4-1 vote to recommend to City Council that Yamhill County Affordable Housing Corporation be awarded the full amount requested for their program, and that Catholic Charities of Oregon et al. be given the remainder of the first round CET disbursement monies.

Affordable Housing Commission Recommendation

The Affordable Housing Commission recommended on April 23, 2024, that:

- 1. Yamhill County Affordable Housing Corporation be awarded the amount of \$262,500 from the CET Fund first round allocation.
- 2. Catholic Charities of Oregon et al. be awarded the remainder of the first round CET fund monies to be determined after final refunds from the fund were processed by staff. That amount is determined to be \$52,282.89 by staff subsequent to the stipulated refund deadline.

Fiscal Impact:

Funds are available within budgeted *Special Payments* of the Economic Development Fund (#14-9130) for the recommended awards and summarized in the table below. Due to the issuance of refunds towards the end of FY 23/24, a Supplemental Budget will be required to reconcile funding allocations for the CET Fund.

Account Number (Description)	Budgeted 24/25 (\$)	Recalculated for Supplemental Budget (\$)	Requested for Awards
14-9130-605001 (Developer Incentives)	408,345.00	413,272.26*	52,282.89
14-9130-605002 (Oregon Housing & Community Services Department)	122,503.00	123,981.68*	
14-9130-605003 (Developer Incentives & Affordable Housing Programs)	988,507.00	901,510.63*	262,500.00
<i>Total</i>	<i>1,519,553.00</i>	<i>1,438,764.57*</i>	<i>314,782.89</i>

*Note: Allocation details for CET Fund provided in Attachment 1.

Council Goals:

Goal G6: Implement a careful and prudent fiscal policy. Objective 4: Ensure that the city has a long-term financial plan that supports its goals and objectives.

Attachments:

- 1. Construction Excise Tax (CET) Fund Allocation Breakdown Memorandum
- 2. Yamhill County Housing Authority Application
- 3. Catholic Charities of Oregon, Edlen & Company, Community Wellness Collective in partnership with Providence Application

RESOLUTION No. 2024-3941

A RESOLUTION AWARDING FY 23-24 CONSTRUCTION EXCISE TAX FUNDS TO YAMHILL COUNTY AFFORDABLE HOUSING CORPORATION IN THE AMOUNT OF \$262,500; AND TO CATHOLIC CHARITIES OF OREGON ET AL. IN THE AMOUNT OF \$52,282.89

Recitals:

1. On January 11, 2024, the City of Newberg published a Construction Excise Tax (CET) Notice of Funding Availability (NOFA) that closed on April 4, 2024. Two eligible applications were submitted for the FY 2023-2024 first round disbursal.
2. The City of Newberg received an eligible application from Yamhill County Affordable Housing Corporation with a program request allocation for \$262,500. The City also received an eligible application from Catholic Charities of Oregon et al. with a project request allocation of \$397,050 with consideration for the second (Legacy) disbursal.
3. City staff calculated the available award allocations of the CET Fund monies pursuant to Newberg Municipal Code Chapter 3.60 and with prior direction from the Newberg City Council to retain specified funding for a second (Legacy) disbursal.
4. On April 23, 2024, the Newberg Affordable Housing Commission held a public meeting to review and discuss the applications against the applicable criteria. The Commission recommended that Yamhill County Affordable Housing Corporation be awarded the amount of \$262,500 from the CET Fund first round allocation, and that the Catholic Charities of Oregon et al. be awarded the remainder of the first round CET fund monies, which were later determined to be up to \$52,282.89.

The City of Newberg Resolves as Follows:

1. Yamhill County Affordable Housing Corporation is awarded \$262,500 from the CET Fund first round disbursal.
2. Catholic Charities et al. is awarded the remainder of the CET Fund first round disbursal in the amount of \$52,282.89.
2. The City Manager, in consultation with the City Attorney, shall finalize the City of Newberg CET Fund first round allocation contracts.

Effective Date of this resolution is the day after the adoption date, which is: July 16, 2024.

Adopted by the City Council of Newberg, Oregon, this 15th day of July 2024

City Recorder

Attest by the Mayor this 15th day of July, 2024.

Bill Rosacker, Mayor

ATTACHMENT 1
Construction Excise Tax (CET) Fund Allocation Breakdown Memorandum

MEMORANDUM

TO: Newberg City Council

FROM: Clay Downing, Planning Manager and Leanne Wagener, Assistant Planner

SUBJECT: Construction Excise Tax (CET) Fund Allocation Breakdown

DATE: July 15, 2024

On November 16, 2020, the City of Newberg adopted a Construction Excise Tax (CET), which later expired on July 1, 2023. Senate Bill 1533 from the 2016 Oregon Legislative session is the enabling legislation that allows local jurisdictions to implement a Construction Excise Tax. Revenues generated from a tax, 1% on the project building permit value, would be used to address housing affordability issues for homeowners or renters within Newberg for families that earn 80% or less of the median family income.

The tax was attributed to new construction. For residential it applied to new residential structures or new additional square footage in an existing residential structure, including remodeling that added living space (ORS 320.192(2)(a)). For commercial and industrial projects including mixed use development, it applied to new structures or additional square footage in an existing structure, including remodeling that added living space (ORS 320.192(3)(a)). The CET did not apply to building permits such as a mechanical permit for a furnace replacement, plumbing permit for a bathroom remodel, or a commercial tenant improvement that does not create a new structure.

During the time period that the CET was in effect, the City of Newberg collected \$1,560,961.67 in fees associated with this tax. On May 1, 2023, Newberg City Council passed Ordinance 2023-2917, which modified the sunset date of CET collection and timeframe allowed for refunds to eligible CET taxpayers. This is reflected in NMC Section 3.60.080. As of the writing of this memorandum, all eligible refunds have been processed by staff and the remaining CET funds available total \$1,438,784.57.

The following information describes how CET-related funds may be used and how the funds are allocated to the required use categories.

How Collected Funds Could be Used:

As authorized by ORS 320.192 and 320.195, the City shall receive an administrative fee equal to four percent of the gross construction excise taxes, without regard to subsequent reductions due to refunds, failed payments, or similar reduction. The city shall deduct the administrative fees directly from the collected construction excise taxes. The city may recover from the construction excise taxes any banking fees or penalties that arise from the collection of construction excise taxes such as returned check charges.

Except for funds withheld for administrative costs, construction excise taxes levied upon projects on residential improvements shall be used as follows:

- 50% to fund developer incentives;
- 15% to the Oregon Housing and Community Services Department to fund home ownership programs that provide down payment assistance; and
- 35% to fund developer incentives and affordable housing programs

Except for funds withheld for administrative costs, construction excise taxes levied upon projects on commercial, industrial, and mixed-use property shall be used as follows:

- 100% of the net revenue will be allocated to fund affordable housing programs, including developer incentives

Per ORS 197.309(5)(c) and (d) and 197.309(7), developer incentives allowed or offered include, but are not limited to:

- System development; and
- Land acquisition; and
- Local public improvements required by municipal governments.

Per Section 9, Chapter 59, Oregon Laws 2016, affordable housing programs include, but are not limited to:

- Rent buy-downs and subsidies; and
- Down-payment assistance; and
- Foreclosure-prevention assistance.

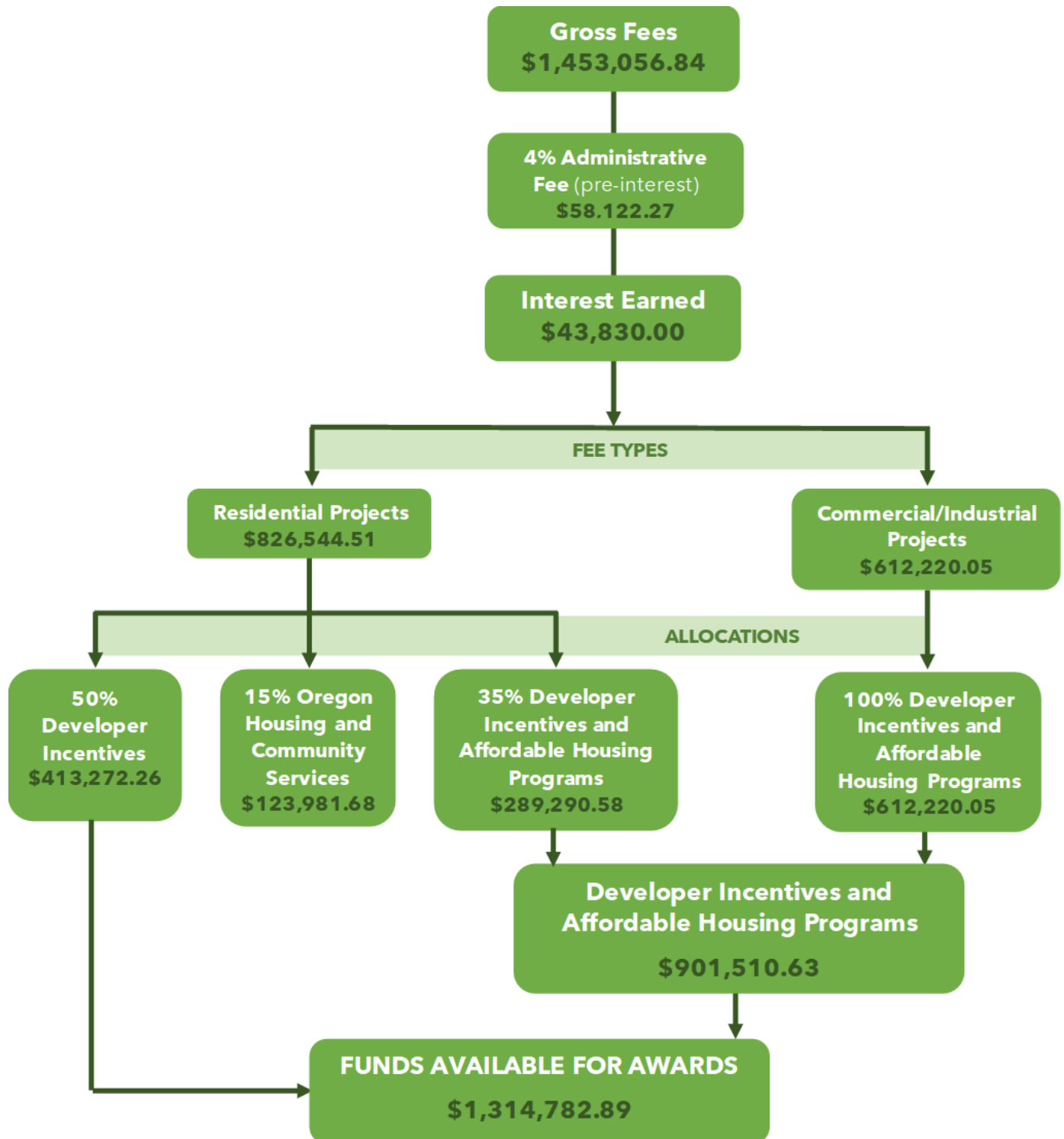
Allocation of Funds:

The available funds for all allocations subsequent to eligible refunds processed within the stipulated timeframe per NMC 3.60.090, total \$1,438,764.57 which provide funds to the following uses:

- Developer Incentives (\$413,272.26)
- Remittance to Oregon Housing and Community Services Department (\$123,981.68), and
- Developer Incentives and Affordable Housing Programs (\$901,510.63)

The CET Fund account has accrued interest over time in the amount of \$43,830.00, as of the writing of this memorandum. Figure 1 below depicts the breakdown and allocation of funds processed to date.

Figure 1. Allocation of CET Funds



ATTACHMENT 2
Yamhill County Affordable Housing Corporation Application



Newberg Construction Excise Tax (CET) Funding Request Application

NOTE: The first round of applications are due April 4, 2024 at 4:30 p.m.

Applications are to be submitted to Leanne Wagener, Assistant Planner by email at leanne.wagener@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: 2024 Newberg Home Rehabilitation Grant Program		
Organization Name: Yamhill County Affordable Housing Corporation	☐ For-profit	☒ Non-profit
Contact Name/Title: Mark Irving		
Mailing Address: 135 NE Dunn Place McMinnville	State/Zip: OR 97128	
Phone: 503-883-4324	Email: mark@hayc.org	

PROJECT INFORMATION: COMMUNITY DEVELOPMENT PLANNING DIVISION

Total project cost: \$262,500	
Requested amount of CET funding: \$262,500	
Has this project requested or will request funds from the Affordable Housing Trust Fund?	☐ No Yes Amount requested: _____
Amount and description of other matching funds being contributed to the project, if applicable: _____	
Has this organization received Newberg CET funds in the past?	☐ No Yes Amount received: _____

Project Partners and their Contributions to the Project: None

Estimated project beginning date: As soon as grant is awarded	Completion date: 12 months from award date
---	--

(503) 537-1240
planning@newbergoregon.gov

Please see next page

Please briefly describe the affordable housing problem this project is trying to solve and how it helps in solving that challenge: Opportunity / Problem: A significant number of low and very low-income residents in this community are residing in homes they own or are buying. Many of these homes need critical repairs or modifications in order to: preserve the units; sustain a healthy living environment; meet the needs of disabled residents; and maintain, in many cases, the only affordable option for these families. This population is largely made up of senior and disabled households and families with small children. These households are disproportionately vulnerable to displacement because they do not have the necessary resources to pay for critical repairs to their homes and cannot afford any other type of housing. The need in this region is further demonstrated by the large number of applications on the regional Housing Rehabilitation Waiting list. There are a total of 213 applications on the county wide waiting list from low-income owners. A total of 68 of these families are residing within Newberg city limits.

Proposal / Solution: Many of these homeowners do not have the financial stability to use more traditional forms of financing to make repairs. A grant opportunity such as the 2024 Newberg Home Rehabilitation Grant Program would allow our region to address many of these critical housing issues by providing owners with a way to pay for their much-needed repairs or modifications.

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 Competitive Selection Criteria.

Briefly describe what is attached:

- A. YCAHC IRS 501 C3
- B. YCAHC Budget
- C. Income Limits
- D. Participant application
- E. Rehabilitation Contract

Newberg Construction Excise Tax Funding Request

#1 Eligible for use or activity under Section 3.

Currently, Oregon is among the states with the lowest supply of properties that are considered affordable to people at or below poverty levels. A unit is considered affordable if it costs someone 30% or less of their income. After spending limited or fixed income on basic needs, many low-income homeowners are barely able to pay their mortgage and struggle greatly to pay for routine maintenance, accessibility modifications or repairs on their aging homes.

This project would benefit approximately 18 households earning less than 80% of the median family income to retain, which in many cases would be their only option for affordable housing.

#2 Project background, readiness, and projected costs.

Background/Readiness

The Yamhill County Housing Rehabilitation Program has aided lower income homeowners throughout the county to make necessary repairs and upgrades to their homes since 1980. The program is funded largely through Community Development Block Grants (CDBG's) that are awarded to local jurisdictions by the state's Infrastructure Finance Authority, a department within the Oregon Business Development Department.

These grants are administered by the Yamhill County Affordable Housing Corporation (YCAHC) and its agent, the Housing Authority of Yamhill County (HAYC).

Assistance had traditionally only been provided as 0% deferred, or 2% loans. In 2013 the state started to allow jurisdictions the option of applying for CDBG projects to give homeowners grants instead of loans. This program is highly successful, assisting hundreds of homeowners complete much needed repairs and accessibility modifications to their homes. Our most recent CDBG project is nearly complete. We have been able to assist a total of 30 families in Newberg complete repairs and or accessibility modifications to their homes totaling \$395,000.

The Housing Rehabilitation program currently has 213 applicants on its county-wide waiting list with 68 of these families residing in the City of Newberg.

If funds are awarded, assistance would be provided to qualifying families in the form of grants of up to \$12,395 or the actual cost of the repair, whichever is less, to address immediate health, safety, or accessibility issues for low-income homeowners residing in the City of Newberg. This will ultimately help them to remain in their homes and help to maintain affordable housing in your community.

If funds are awarded, YCAHC would be able to immediately begin the process of pulling prospective participants from the waiting list, vetting them, verifying their needs, obtaining bids, and completing the repairs. The anticipated completion date would be 12 months from the date of the award.

Newberg Construction Excise Tax Funding Request

Projected Costs

15% of the total award would be used for administration costs.

If awarded the full amount requested	\$262,500
Admin fee of 15%	\$39,375
18 families @ \$12,395.83 per	\$223,125

If the total amount requested is not awarded, a lesser value would be accepted as the need would still be there. We would be able to assist as many families as possible with whatever funds are awarded.

#3 Acquisition of Property: Does not apply.

Only existing homes owned by low-income homeowners within Newberg city limits will be worked on.

#4 Relocation of Existing Residents.

Involuntary displacement of existing residents is not anticipated as a result of the proposed project. If displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced.

#5 CET Funds Appropriate for this project.

YCAHC does not have available funds for Housing Rehabilitation grants. We only have a revolving loan fund that is currently on pause, and we rely on CDBG funds and other available funding for our grant program. YCAHC currently has an open CDBG for the city of Newberg to provide grants to homeowners living in manufactured homes in a park. 100% of the funds have been obligated with additional applications still coming in. YCAHC currently has no resources to address the need presented in this grant application. The YCAHC budget is available in the attachments and shows that all the funds are earmarked for specific programs: the County Wide Revolving Loan Program, the Housing Resource Center, and the Homeownership program. As the budget demonstrates, YCAHC currently does not have any available funds on-hand that could be utilized to carry out this proposed grant program.

See "Attachment B" YCAHC budget.

Newberg Construction Excise Tax Funding Request

#7 The project provides affordability through retention of existing housing within the city.

100% of the homes that are rehabilitated with funds received from this grant, will be occupied by families making less than the 2023 income limits published by HUD (see "Attachment C" income limits). These homes will all be within the Newberg city limits. All recipients will be required to provide proof of ownership for a minimum of 6 months prior to receiving any assistance. They will also need to be current on their taxes, mortgage payments (if applicable), and homeowner insurance. The completion of these critical repairs will not only lead to extending the useful life of the residence but will also allow the occupants to retain what could be their only existing affordable housing.

#8 This project will provide deeply affordable housing, though retention of existing housing, for households earning less than 50% of the median family income.

All applicants pulled from our wait list will be required to complete a grant application (see "Attachment D" grant application). This application will ask for proof of income for all family members. A priority will be given to families that fall in the very low or extremely low-income bracket. It is anticipated that approximately 60% of all recipients will fall in the low or extremely low-income bracket.

#9 This project will provide extremely affordable housing, though retention of existing housing, for households earning less than 30% of the median family income.

All applicants pulled from our wait list will be required to complete a grant application (see "Attachment D" grant application). This application will ask for proof of income for all family members. A priority will be given to those families that fall in the low or very low-income bracket. It is anticipated that 40% of all recipients will fall in the very low or low-income bracket.

#10 Project concepts and designs showing close proximity to schools, parks, commercial areas, public transportation, services and jobs, and demonstration of cost-effective sustainability and energy-efficiency measures.

All recipients of grant funds will reside within the city limits of Newberg. To ensure all rehabilitation projects use the money awarded in a cost-effective way, each project will need a minimum of three bids. These bids will be reviewed and approved by a representative of YCAHC prior to the start of any work. The party assigned the task of bid review will be well versed in current pricing of similar repairs. The rehabilitation contract (see "Attachment E" rehabilitation contract) will include verbiage requiring the contractor to complete the rehabilitation project using the most energy efficient measures possible.

Newberg Construction Excise Tax Funding Request

#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.

YCAHC is a 501(c)(3) organization formed in 2002 (see "Attachment A") for the purposes of promoting homeownership for low and moderate-income citizens by developing, purchasing, selling, conserving, and rehabilitating housing located in Yamhill County and all related purposes including but not limited to: homeownership counseling, energy conservation programs, safe housing programs, and low-income housing repair programs.

YCAHC and HAYC administer four homeownership related programs and activities.

- The Housing Rehabilitation Revolving Loan Program helps low to moderate income homeowners in Yamhill County to make necessary repairs and upgrades to their home. We offer 0% interest, 0% deferred payment loans to homeowners and 2% installment loans for households with low to moderate incomes.
- The Housing Rehabilitation Grant Program offers grants to low-income homeowners to address immediate health and safety, or accessibility issues in their homes.
- The Resource Center offers counseling for anything related to being or becoming a homeowner: credit repair, financial literacy classes, pre-purchase counseling, and first time homeownership classes. The Resource Center is in HAYC's office building and provides several computer consoles for internet access as well as brochures and resources of other agencies plus one-on-one counseling to help individuals find a job, seek education, and pursue housing needs.
- The Family Self-Sufficiency Program helps individuals or families that are Section 8 voucher holders become self-sufficient in whatever goal they set for themselves. An FSS client receives one-on-one support from their FSS Coordinator who help them make progress towards goals and provide the following support resources: Education or training, job placement, counseling, budgeting, and home ownership preparation. Most clients that move forward with homeownership do so with the help of our rehabilitation/homeownership program where clients are able to afford the homes that are offered below market prices.

YCAHC has a working relationship with several service organizations throughout Yamhill and surrounding counties. These relationships help us to recognize need, find any available resources, and direct them to the most applicable recipients.

Newberg Construction Excise Tax Funding Request

#12 & #13 The project utilizes already existing resources in effective and innovative ways. The project shall not duplicate services provided by another organization. The agency submitting the proposal has the capacity to carry out the project and has had demonstrated successes completing projects of similar scope.

YCAHC and HAYC staff have conducted several rehabilitation projects within this region.

- 2012 \$100,000 Innovations grant from OHCS in which 23 homes had repair projects completed.
- 2014 the City of McMinnville was awarded a \$400,000 CDBG. This project was administered by YCAHC and HAYC and closed out successfully. 52 homes were repaired.
- 2016 the City of Newberg was awarded a \$400,000 CDBG, also administered by YCAHC and HAYC and closed out successfully. 38 homes were repaired with this project.
- 2018 YCAHC and HAYC administered a county wide \$100,000 Meyer Memorial project for older manufactured homes that assisted 13 households.
- 2019 the City of McMinnville was awarded a \$500,000 CDBG, also administered by YCAHC and HAYC and closed out successfully. 35 homes were repaired.
- In 2021 The City of Newberg was awarded a \$500,000 CDBG that is being administered by YCAHC and HAYC, this project is nearing its end and upon its successful completion, will have completed repairs to 30 homes.

Many agencies can only aid low-income homeowners for very specific repairs, weatherization, windows, insulation, HVAC system upgrades, etc. Few are able to offer assistance for a broad range of repairs or modifications based on the owner's specific needs, this is where we can make a significant impact on homeowners that have been otherwise unable to obtain assistance.

#14. The budget and timeline are thorough and realistic.

15% of the total award would be used for administration costs.

If awarded the full amount requested	\$262,500
Admin fee of 15%	\$39,375
18 families assisted @ \$12,395.83 per	\$223,125

If the total amount requested is not awarded, a lesser value would be accepted as the need would still be there. We would be able to assist as many families as possible with whatever funds are awarded.

Newberg Construction Excise Tax Funding Request

YCAHC has been successful in processing home rehabilitation grants at a rate of 15-20 per year. We have an extensive list of prospective recipients, experienced staff, and a list of contractors that we have successfully worked with. If awarded this grant, YCAHC can begin working on this project immediately, with an anticipated completion date of 12 months from the date of award.

I am happy to answer any questions you may have.

Mark Irving
YCAHC Rehabilitation Specialist
503-883-4324
mark@hayc.org

Attachment A

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 14 2002

THE YAMHILL COUNTY HOUSING
REHABILITATION ASSOCIATION
C/O HOUSING AUTHORITY OF YAMHILL COUN
PO BOX 865 414 NE EVANS ST
MCMINNVILLE, OR 97128

Employer Identification Number:
93-1327751

DLN:

17053018007022

Contact Person:

SCOTT P BANTLY

ID# 31398

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

September 30

Foundation Status Classification:

509(a)(1)

Advance Ruling Period Begins:

May 17, 2001

Advance Ruling Period Ends:

September 30, 2005

Addendum Applies:

No

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HOUSING AUTHORITY
OF YAMHILL COUNTY

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and

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MAY 23 2002

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THE YAMHILL COUNTY HOUSING

HOUSING AUTHORITY
OF YAMHILL COUNTY

contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling

Letter 1045 (DO/CG)

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HOUSING AUTHORITY
OF YAMHILL COUNTY

THE YAMHILL COUNTY HOUSING

period, you should file Form 990 for each year in your advance ruling period that you exceed the \$25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

Letter 1045 (DO/CG)

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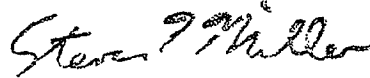
MAY 23 2002

THE YAMHILL COUNTY HOUSING

HOUSING AUTHORITY
OF YAMHILL COUNTY

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Steven T. Miller
Director, Exempt Organizations

Enclosure(s):
Form 872-C

Letter 1045 (DO/CG)



OGDEN UT 84201-0046

In reply refer to: 0424160535
Jan. 26, 2004 LTR 252C
93-1327751 000000 00 000
03334
BODC: TE

YAMHILL COUNTY AFFORDABLE HOUSING
CORPORATION
PO BOX 865
MCMINNVILLE OR 97128

Taxpayer Identification Number: 93-1327751

Dear Taxpayer:

Thank you for the inquiry dated Nov. 19, 2003.

We have changed your business name as requested. The number shown above is valid for use on all tax documents. For your convenience, we have ordered corrected Forms 8109, Federal Tax Deposit Coupons for you to make your deposit. You should receive them in five to six weeks. REMINDER - Your new business name should also be used if you deposit electronically. You can make Electronic Funds Transfer (EFT) payments using the government's Electronic Federal Tax Payment System (EFTPS) through a financial agent designated to process tax payments.

If you have any questions, please call us toll free at 1-877-829-5500 between the hours of 8:00 a.m. and 6:30 p.m., Eastern Time.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

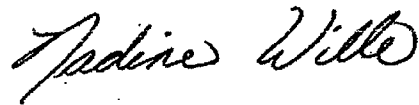
Telephone Number () _____ Hours _____

0424160535
Jan. 26, 2004 LTR 252C
93-1327751 000000 00 000
03335

YAMHILL COUNTY AFFORDABLE HOUSING
CORPORATION
PO BOX 865
MCMINNVILLE OR 97128

Thank you for your cooperation.

Sincerely yours,



Nadine Wille
Dept. Manager, Code & Edit/Entity 3

Enclosure(s):
Copy of this letter

Attachment B

YAMHILL COUNTY AFFORDABLE HOUSING CORPORATION FISCAL YEAR-TO-DATE AS OF JANUARY 2024

YCAHC	CASH	UNDISBURSED OBLIGATIONS	AVAILABLE FUNDS	RECEIVABLES	
HOUSING REHABILITATION					
DE-FEDERALIZED FUNDS 650	\$607,323	(\$114,572)	\$492,752	\$2,589,029	
VA REVOLVING 655	\$33,336	\$0	\$33,336	\$41,663	
1994 AMITY 694	\$12,500	\$0	\$12,500	\$19,231	
1995 DAYTON 695	\$0	\$0	\$0	\$10,000	
1996 YAMHILL COUNTY 696	\$0	\$0	\$0	\$11,479	
1997 CITY OF MCM 697	\$52,717	\$0	\$52,717	\$28,096	
1999 YAMHILL COUNTY 698	\$9,854	\$0	\$9,854	\$96,521	
2021 NEWBERG 610	(\$75,990)	\$0	(\$75,990)	\$95,955	
SUBTOTAL	\$639,741	(\$114,572)	\$525,169	\$2,891,973	\$3,417,143
HOUSING RESOURCE CENTER					
OHCS GRANT FUNDS	\$49,720	\$0	\$49,720	\$0	
	\$49,720	\$0	\$49,720	\$0	\$49,720
HOMEOWNERSHIP					
HOMEOWNERSHIP FUNDS	\$451,284	\$0	\$451,284	\$63,941	
	\$451,284	\$0	\$451,284	\$63,941	\$515,224
TOTAL FUNDS	\$1,140,744	(\$114,572)	\$1,026,173	\$2,955,914	\$3,982,086

Attachment C

2023 INCOME LIMITS for HCV (Published 5/15/23)

# in Household	Extremely Low	Very Low (50%)	Low Income (80%)
1	23,700	39,500	63,150
2	27,100	45,150	72,200
3	30,500	50,800	81,200
4	33,850	56,400	90,200
5	36,600	60,950	97,450
6	40,280	65,450	104,650
7	45,420	69,950	111,850
8	50,560	74,450	119,100

Attachment D

Return to:
Mark Irving
503-435-8324
mirving@hayc.org

Yamhill County Affordable Housing Corporation (YCAHC)
Housing Rehabilitation Grant Application

INSTRUCTIONS: Please use blue or black ink. Please fill out all information requested leaving no blanks. Please provide copies of additional documents as requested on the cover letter. Return form to **135 NE Dunn Place, McMinnville, OR 97128.**

HOUSEHOLD COMPOSITION – list all persons living in your household. For additional household members, please use a separate page.

NAME: First, Middle Initial, Last	Social Security Number	Relation To Homeowner	Date of Birth	Age	Sex	Race *	Ethnicity **
		Owner					
		Co-Owner					

*Enter 1-White 2-Black/African American 3-Asian 4-American Indian or Alaskan Native 5-Native Hawaiian or Pacific Islander 6-American Indian or Alaskan Native & White 7-Asian & White 8-Black/African American & White 9-American Indian or Alaska Native & Black/African American 10-Other Multi Racial

**Enter 1-Non Hispanic 2-Hispanic

Property Address: _____

Mailing Address: _____

Phone Number: _____

Email: _____

For the children listed above, do you have legal custody at least 51% of the time or more? Yes No

PROPERTY INFORMATION

Tax Account #(s): _____ Market Value: _____

Year Built: _____ Year Purchased: _____ Purchase Price: _____

Bedroom(s): _____ Bath(s): _____ Total Sq Ft: _____

INCOME

EMPLOYMENT / SELF EMPLOYMENT

Please submit 30 days worth of paystubs

Family Member: _____ Employer: _____

Employer's Address: _____

Employer's Phone #: _____ Annual Salary: _____ Date Employed: _____

Family Member: _____ Employer: _____

Employer's Address: _____

Employer's Phone #: _____ Annual Salary: _____ Date Employed: _____

OTHER INCOME

ALL "YES NO" QUESTIONS MUST BE ANSWERED

For all items marked "yes", you must provide a copy of the current statement of income.

Income	Do you have?	Family Member	How much?	Per? (Month, Week, etc)
Social Security	Yes No		\$	
SSI	Yes No		\$	
Pension	Yes No		\$	
Unemployment	Yes No		\$	
Child Support	Yes No		\$ \$ \$	Case # Case # Case #
Military Pay	Yes No		\$	
Other	Yes No		\$	

ASSETS

ALL "YES NO" QUESTIONS MUST BE ANSWERED

For all items marked "yes", you must provide a copy of the current statement.

Type of Asset	Circle	Household Member(s)	Name and Mailing Address of Company	Value or Balance
Checking	Yes No			
Checking	Yes No			
Savings / Certificate of Deposit	Yes No			
Savings / Certificate of Deposit	Yes No			
Stocks/Bonds/ Annuities/ Money Market	Yes No			
IRA/KEOGH/ Retirement/Trust (List Available Amounts Only)	Yes No			
Permanent, Whole, or Universal Life Insurance (List Cash Value Only)	Yes No			
Other (Please specify):	Yes No			

List all automobiles, recreational vehicles, boats, and similar items owned by all members of your household and the current values.

Make / Model / Year	Value

Does any household member own any other real estate or rental property? Yes No
If yes, explain what type of property, and how much income is received monthly. A copy of most recent property tax statement and proof of rental income is required. _____

REASONABLE ACCOMODATIONS: If you or anyone in your family is a person with disabilities, and you require a specific accommodation in order to fully utilize our programs and services, please contact Mark Irving at 503-883-4324.

SIGNATURES: Please have all persons who are over 18 in the household sign below. By signing, you are certifying:

that all information in this application, and all information furnished in support of this application is given for the purpose of obtaining a housing rehabilitation grant, under a financial assistance program developed by the lender with funds provided under the Housing and Community Development Act of 1974, as amended, and is true and complete to the best of the applicants' knowledge and belief.

The applicant further certifies that s/he is now the owner of the manufactured home described in this application and that the rehabilitation grant proceeds will be used only for work and materials allowable under and authorized by the housing rehabilitation grant program for the property described in this application. If the approving officer determines that the rehabilitation grant proceeds will not or cannot be used for the purposes described herein, the applicant acknowledges that s/he shall have no further interest, right, or claim to the grant proceeds.

The applicant covenants and agrees that s/he will comply with all requirements imposed by or pursuant to regulations of the Secretary of Housing and Urban Development effectuating Title VI of the Civil Rights Act of 1974 (78 Stat.252).

Verification of any of the information contained in this application may be obtained from any source named herein.

Owner expressly agrees to indemnify the Housing Authority of Yamhill County and the Yamhill County Affordable Housing Corporation and to hold them harmless from any and all lawful claims resulting from false or fraudulent statements, errors, omissions, representations, or documents submitted with this application.

Penalty for false or fraudulent statement:

U.S.C. Title 18 Sec. 1001 provides:

Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, or makes false, fictitious or fraudulent statements or representation, or makes or uses any false writing or documents knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

Homeowner: _____ Date: _____

Homeowner/Other Occupant: _____ Date: _____

AUTHORIZATION FOR RELEASE OF INFORMATION / AUTORIZACION POR DESCARGO DE INFORMACION

PURPOSE: The Housing Authority of Yamhill County uses this authorization and the information obtained with it to administer and enforce housing program rules and policies. / **PROPOSITO:** La Autoridad de Vivienda del Condado de Yamhill usa esta autorización y la información que esta adentro para obtener, administrar y poner en vigor reglas de la programa de la vivienda y normas.

INDIVIDUALS OR ORGANIZATIONS REQUESTED TO RELEASE INFORMATION: (Any of the following individual organizations including any governmental organizations, may be asked to release information.)

INDIVIDUOS O ORGANIZACIONES QUE NOS PUEDE DAR INFORMACION: (Cualquieras de las siguientes organizaciones individuales incluyendo cualquieras organizaciones gubernamentales.)

- ❖ **Post Offices / Oficinas del correo**
- ❖ **Utility Companies / Compañías de la utilidad**
- ❖ **Employers, Past & Present / Patrones, Pasado y Presente**
- ❖ **Credit Bureaus / Agencias del crédito**
- ❖ **Schools and Colleges / Escuelas y Universidades**
- ❖ **U.S. Soc. Sec. Admin. / Admin. del seguro social/Professional Personal References/Referencias Profesionales y Personales**
- ❖ **U.S. Department of Veterans Affairs / U.S. Sección de Asuntos de los Veteranos**
- ❖ **Current & Previous Landlords (including Public Housing Agencies) / Dueños del Presente y pasados (incluyendo Agencias de las Viviendas Públicas)**
- ❖ **Courts & Law Enforcement Agencies / Corte y Agencias del entrada en vigor de la Ley**
- ❖ **Banks and Other Financial Institutions / Bancos y Otro Instituciones Financieras**
- ❖ **State Agencies such as Welfare & Social Services / Agencias del estado como Welfare y Servicios Sociales**
- ❖ **Providers of: Alimony, Childcare, Child Support, Credit Handicapped Assistance, Medical Care, Prescriptions, Pensions/Annuities**
- ❖ **Proveedores de: Pensión por divorcio, Cuida de Niño, Mantener de Niño, Ayuda Invalido, Aflicción Médica, Pensiones/ anualidades**

INFORMATION COVERED - Information shared may include: / INFORMACION CUBRIO - Información compartido incluía:

- ❖ **Family Composition / Composición familiar**
- ❖ **Criminal Activity, Legal Issues / Actividades criminales, ilegales**
- ❖ **Child Care Expenses / Gastos de Cuida de Niño**
- ❖ **Soc. Sec. Numbers / Numeros de Seguros Sociales**
- ❖ **Identity and Marital Status / Identidad y Estado de matrimonio**
- ❖ **Handicapped Assistance Expenses / Gastos de la Ayuda de Impedidos**
- ❖ **Employment, Income, Pensions and Assets / Empleo, Ingreso, Pensiones y posesiones**
- ❖ **Credit History, Financial Concerns / Historia del crédito, Preocupaciones Financieros**
- ❖ **Federal State, Tribal or Local Benefits / Beneficios Tribales o Beneficios Locales, del Estado, o federal**
- ❖ **Medical, Psychological, or Psychiatric Issues and records, Out of Pocket Prescription Costs / Emisiones de tipos Médicas, Psicológicos, o Psiquiátricos**
- ❖ **Residences and Rental History / Residencia y historia de renta**

AUTHORIZATION / AUTORIZACION

◆ I authorize the release of any information (including documentation and other materials) pertinent to eligibility for or participation in the Housing Rehabilitation Program. / Yo autorizo el descargo de cualquier información (incluyendo documentación y otro materiales) pertinente a elegibilidad por o participación en el programa de rehabilitación para viviendas.

◆ I understand that this authorization cannot be used to obtain any information about me that is not pertinent to my eligibility for and continued participation in the Housing Rehabilitation Program. / Yo entiendo que no se puede usar para obtener cualquier información acerca de mí con esta autorización que no es pertinente a mi elegibilidad por y participación continuada en el programa de rehabilitación para viviendas.

◆ I agree that photocopies of this authorization may be used for the purposes stated above. This authorization will stay in effect for fifteen months from the date signed. / Yo estoy de acuerdo que se usan fotocopias de esta autorización por los propósitos declaró sobre. Esta autorización quedará en efecto por quince meses de la fecha firmó.

Signature/Head / Firma/Cabeza

Date/Fecha

SS#/# de Seguro Social

Signature/Spouse/Other Occupant
Firma/Esposa/Otro Ocupante

Date/Fecha

SS#/# de Seguro Social

Attachment E

HOUSING REHABILITATION PROGRAM CONSTRUCTION CONTRACT

THIS AGREEMENT, effective the date of the final signature, by and between **Newberg Homeowner** hereinafter called Owner, and **Contractor Name** hereinafter called Contractor.

Owner acknowledges that the Owner procured this contract, and that the Owner has assumed responsibility for the procurement of the Contractor by selecting the Contractor and negotiating the price;

That the Owner is responsible for enforcing the provisions of and satisfactory performance of the Contract except to the extent that the responsibility for enforcement of the contract provisions and performance is expressly granted to **Yamhill County Affordable Housing Corporation** (hereinafter called the Grantor), or its agent the **Housing Authority of Yamhill County**;

That Owner and Contractor, for the consideration stated hereinafter in this contract, agree as follows:

Source of Funds:

Work under this contract will be funded with TBD

Conflict of Interest:

No employee, agent, consultant, officer, elected official or appointed official of the **City of Newberg** or any of its sub-recipients (sub-grantees) receiving funds who exercise or have exercised any functions or responsibilities with respect to grant activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

Permits:

The Contractor is required to obtain all necessary permits. Payments will not be authorized unless a copy of the final approved inspection is provided.

ARTICLE 1: SCOPE OF WORK

This Contract consists of the following documents, all attached hereto and incorporated herein:

1. The Contract and any subsequent Change Orders
2. The Work Write Up and Bid Form/Contractor's Bid
3. The Estimate/Bid Form, specifications, and drawings (when applicable)
4. General Conditions
5. Performance Requirements and Standards for Rehabilitation Contracts
6. Consumer Protection Notice
7. Information Notice to Homeowners About Construction Liens
8. Notice of Procedure

In connection with the property to be rehabilitated, located at **Newberg, OR 97132**, Contractor shall furnish all materials, perform all work, pay for all permits, and comply with all the terms and conditions as provided in the above documents. All work completed under this contract must be completed using the most energy efficient measures possible.

ARTICLE 2: CONSIDERATION

In consideration of Contractor's satisfactory completion of the Contract, Grantor shall pay the Contractors the sum of \$\$\$.

ARTICLE 3: NOTICE TO PROCEED AND STATEMENT OF NONCOLLUSION

Your bid proposal, submitted to perform work at the above property has been reviewed and accepted. You are authorized by the undersigned property owner(s) to commence work on the day of TBD 2024 work shall be completed on or before the day of TBD, in accordance with the terms and conditions of the Construction Contract.

The undersigned parties certifies that:

- A. The total contract price is for only those items listed on the work write-up, and none other.
- B. There has not been, and will not be, any kickback, credit or other similar payment in any form made to the owner or to any other person.
- C. No credit or payment of any kind will be made to the owner or to members of the owner's household on subject property.

ARTICLE 4: CONTRACTOR'S REPRESENTATIONS - INSURANCE AND REGISTRATION

Contractor acknowledges that he/she will file a certificate showing coverage of at least \$100,000 liability insurance and Workman's Compensation Insurance with the Grantor or its authorized agent prior to the date of commencement of work pursuant to this Contract.

Contractor further affirms that he/she is currently registered as a Residential Contractor by the State of Oregon, Construction Contractors Board, and that any subcontractors doing work will be currently registered by the State of Oregon, Construction Contractors Board.

ARTICLE 5: CONTRACTOR'S WARRANTY AND LIEN WAIVER

Contractor hereby warrants all work performed under this contract to be free of defects in workmanship or material for a period of one year from the date of completion. This warranty covers all work done under this Contract but does not apply to those items that become deficient after the work is completed, due to abuse or neglect on the part of the Owner. Contractor further warrants all materials will be installed per manufactures specifications and contractor will furnish Owner with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this Contract.

Contractor hereby agrees to waive, any lien or right to lien, which the Contractor may have against the property; and to hold Owner harmless from any liens arising out of the rehabilitation work done under this agreement. Contractor agrees to notify all the subcontractors working on this rehabilitation project of this provision.

ARTICLE 6: SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons (This clause is applicable only if the Grant exceeds \$200,000 and the construction contract exceeds \$100,000, or a contractor has an aggregate of contracts for this project that exceeds \$100,000.)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations in 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- G. Contractor shall complete the required Section 3 report form 60002, included as Exhibit 5C of the CDBG Grant Management Handbook and submit the completed form to the city/county grant recipient with the final construction pay estimate for the project.

ARTICLE 7: MINORITY, WOMEN AND EMERGING SMALL BUSINESS

Before the final payment to Contractor is made, Contractor shall submit the enclosed Section 3 and Minority, Women and Emerging Small Business form.

ARTICLE 8: PROGRESS PAYMENTS

Progress Payments will not be allowed under this contract.

ARTICLE 9: NOTIFICATION OF COMPLETION, ACCEPTANCE AND FINAL PAYMENT

Upon completion of work, Contractor shall notify the Grantor, and shall request in such notice that the Housing Rehabilitation Specialist make a final inspection of the job. Thereafter, if the inspector finds that the work has been satisfactorily completed in accordance with the Contract, the entire balance owed to Contractor shall become due and shall be paid in accordance with the Accounts Payable Purchase Order Schedule subject to written acceptance by Owner.

ARTICLE 10: SUBSTANTIAL COMPLETION

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and that the Housing Rehabilitation Specialist so certifies, payment of the

balance due for that portion of the work fully completed and accepted by Owner shall be made to Contractor, without terminating the contract. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims by the parties.

ARTICLE 11: OWNER'S AGREEMENT

Owner will permit the Contractor to use, at no cost, existing facilities such as lights, heat, power, and water necessary to carrying out and completion of the work. Owner will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of rugs, coverings, and furniture necessary. Owner shall maintain an uncluttered and safe area for the contractors to work in, including securing all pets during the working hours.

ARTICLE 12: LEAD-BASED PAINT

The use of lead-based paint on any interior or exterior surfaces is prohibited. OWNER certifies that Owner has received & reviewed the pamphlet ***"Protect Your Family From Lead In Your Home" and "Renovate Right"*** containing information concerning removal or control of lead-based paint. The use of lead-based paint on any interior or exterior surface is prohibited. For Lead Based Paint Abatement or Interim Controls Contracts, Owner is responsible for assuring completion, prior to construction, of a Risk Assessment for lead-based paint; for reviewing the Risk Assessment Report issued by the inspector; for reviewing and confirming the Clearance Report received upon completion of the work, and for payment of initial Clearance Testing fees incurred. Owner additionally understands that painters and contractors must have a current Lead Based Paint Renovators license prior to disturbing or removing paint on pre-1978 residential properties. Where paint removal or disturbance is taking place, Owner's Contractor must post a warning sign visible from thirty feet, which advises the public of "POSSIBLE LEAD-BASED PAINT HAZARDS".

Contractor agrees and covenants that Contractor will not use prohibited work practices, and that Contractor will abide by the provisions of Oregon Administrative Rule 333-069 and all other applicable laws, rules and regulations relating to the lead-based paint work, including obtaining Lead-Safe Work Practices Certification, or using workers with Lead-Safe Work Practices Certification.

ARTICLE 13: WAIVER

The failure of Owner to enforce, at any time, any of the provisions of this agreement, or Owner's failure to require, at any time, performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract or any part thereof, or the right of Owner to thereafter enforce each and every such provision.

ARTICLE 14: SEVERABILITY

It is agreed by the parties that if any part, term or provision of this Contract is held by the Courts to be illegal or in conflict with any law of this state or the federal government, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular part, term or provision held to be invalid.

ARTICLE 15: MODIFICATION

There may be no modification of this Contract except by the written agreement of the parties herein, subject to the approval of the Grantor, which approval shall not be unreasonably withheld.

ARTICLE 16: HOLD HARMLESS

The Grantor is acting as technical advisor and is in no way a party to the contractual agreements between the Owner and Contractor. The Grantor is not responsible for any default of any condition by either of the parties to said agreements. Each party to this contract agrees to hold harmless the Grantor for all claims asserted against it arising out of this contract. Contractor expressly agrees to indemnify the Grantor and to hold it harmless from all lawful claims arising from injuries to persons or damage to

property resulting, or claimed to have resulted from, or as a result of, the operation of Contractor under this Contract.

ARTICLE 17: ACCESS TO RECORDS

Yamhill County, the State of Oregon, the U.S Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor must maintain all required records for three years after grantee makes final payments and all other pending matters are closed.

ARTICLE 18: ASBESTOS

Work must be done in accordance with DEQ Guidance regarding asbestos and as outlined in OAR 340, Division 248. Include all costs for asbestos surveys and testing. Test for asbestos at beginning of project. If abatement is necessary, stop all work and contact the Rehabilitation Specialist immediately to determine if changes need to be made to the scope of work. Submit a copy of all test results with your invoices. An Asbestos Certification will need to be completed prior to final payment.

IN WITNESS WHEREOF the parties hereto have executed this Contract the day and year first above written.

Company Name

Homeowner Name

Contractor Name

Address

CCB #

Newberg, OR 97132
City, State, Zip

Address

Phone

City, State, Zip

Homeowner Signature

Phone

Date

Contractor Signature

Date

Grantor's Agent

By: _____

ATTACHMENT 3
Catholic Charities of Oregon et al. Application

Project Proposal

Newberg 2026

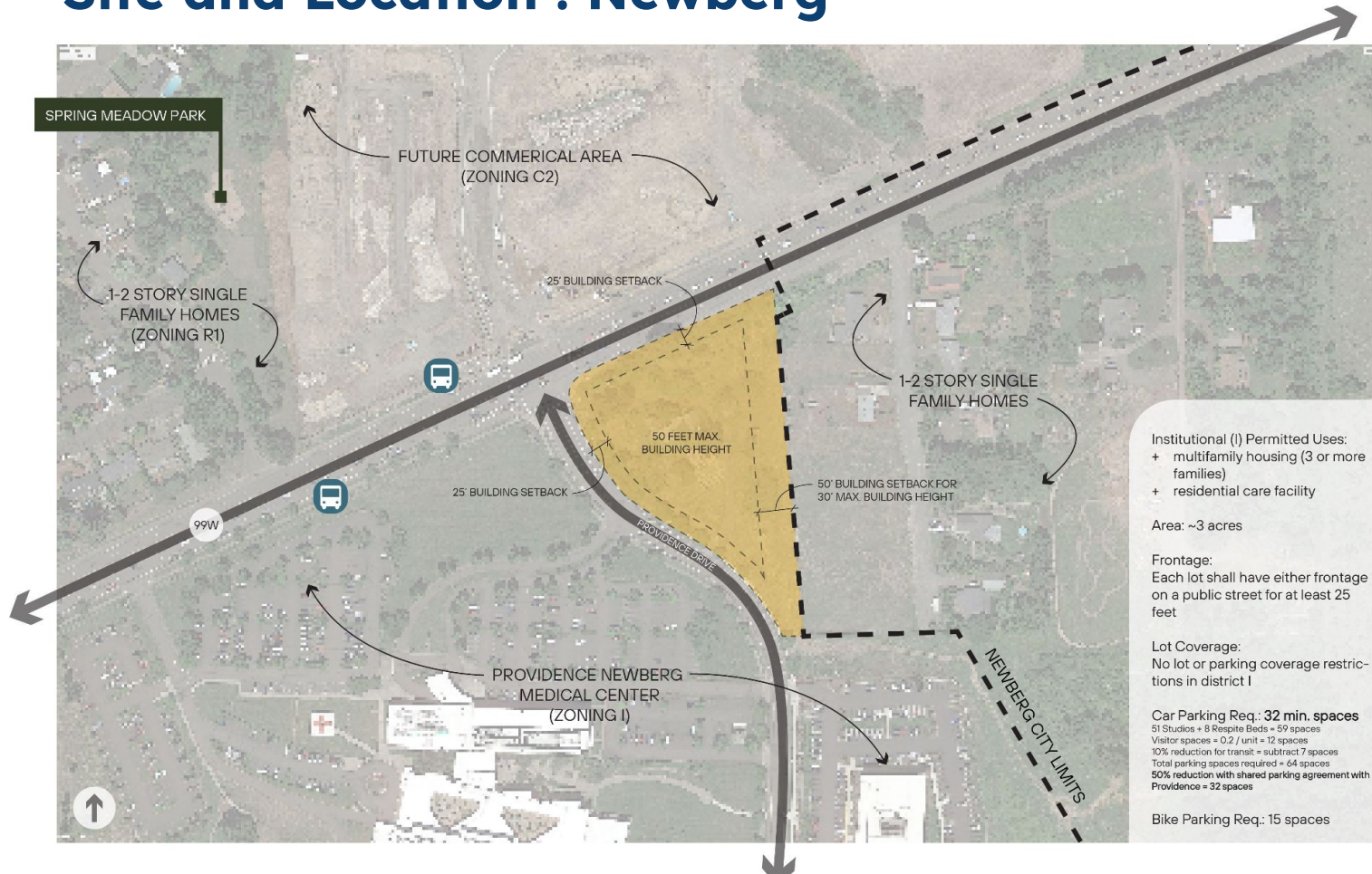
Newberg Part 1 will be a 40 unit PSH Project with 8 Recuperative beds, co-developed by Edlen & Co and Catholic Charities, owned and operated by Catholic Charities. Partners will include Community Wellness Collective, Providence, Unidos and others.

Providence will dedicate the land for this purpose.

Newberg Part 2 will be a 60 unit Affordable Housing or Workforce Housing Project, developed, owned and operated by Catholic Charities.



Site and Location : Newberg



Institutional (I) Permitted Uses:
+ multifamily housing (3 or more families)
+ residential care facility

Area: ~3 acres

Frontage:
Each lot shall have either frontage on a public street for at least 25 feet

Lot Coverage:
No lot or parking coverage restrictions in district I

Car Parking Req: 32 min. spaces
51 Studios + 8 Respite Beds = 59 spaces
Visitor spaces = 0.2 / unit = 12 spaces
10% reduction for transit = subtract 7 spaces
Total parking spaces required = 64 spaces
50% reduction with shared parking agreement with Providence = 32 spaces

Bike Parking Req.: 15 spaces

Part 1 : PSH and Recuperative Beds



Part 1 - PSH + Recuperative

Total Units: 40 PSH, 8 Recuperative

Project Team: Walsh Construction, Ankrom Moisan Architects, Guardian Property Management

Potential Partnerships:
Community Wellness Collective
Providence
Unidos
YCCO - Yamhill County
HHS - Yamhill County

Unit Mix

Building	Studio (400 SF)	1 Br (500 SF)
PSH	37	3

Part 2 : Affordable



Part 2 - Affordable

Total Units: 60

Project Team: Walsh Construction,
Ankrom Moisan Architects, Guardian
Property Management

Unit Mix

Studio	1 BR	2BR	3BR
10	25	18	7

Funding Timeline/Sources

PART 1 - PSH + RECUPERATIVE

ANTICIPATED SCHEDULE

- April 2024 OHCS PSH Application Released
- May 2024 OHCS PSH Application Due
- August 2024 OHCS PSH Award Notification*
- July 2025 Closing/Start Construction
- July 2026 Completion
- June 2027 Lease-up Complete (5 units/month)

PROJECTED SOURCES

- \$14,340,000 - OHCS PSH Capital Funding and PSH Vouchers
 - If not awarded in 2024, re-apply following year and entire schedule shifts 12 months
- \$2,083,000 - Donations. \$400,000 committed
- Permanent Loan
- **Recuperative Shortfall: \$1,683,000**
- **PSH Shortfall: \$1,000,000**

PART 2 - AFFORDABLE OR WORKFORCE

ANTICIPATED SCHEDULE

- April 2025 Apply for OHCS LIFT/ 4% LIHTC Funds
- August 2025 OHCS LIFT/LIHTC Award Notification
- July 2026 Closing/Start Construction
- Sept. 2027 Completion
- January 2028 Lease-up Complete (15 units/month)

PROJECTED SOURCES

- \$15,631,563 - OHCS LIFT Loan
 - If not awarded in 2025, re-apply following year and entire schedule shifts 12 months
- \$11,227,949 Private Activity Bonds from OHCS.
- Other: 4% LIHTC and 45L Equity, Deferred and Contributed Developer Fee, Permanent Loan

Newberg Affordable Housing Commission and Newberg City Council,

Responses to CET Funding Questions:

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

Catholic Charities of Oregon (CCO) and Edlen & Co., partnered with Community Wellness Collective, and supported by Providence, plan to build a diverse housing solution for multiple populations experiencing housing insecurity. The project aims to meet a variety of housing needs and includes recuperative, permanent supportive, and workforce housing.

- Recuperative Housing (10 beds): supports individuals transitioning from medical services with acute recovery needs that are at risk of not healing without safe housing.
- Permanent Supportive Housing (46 units): supports households with chronic medical or behavioral health needs that are considered stable and controlled but need wrap around services to support their success in maintaining housing and aid in their continued recovery.
- Workforce Housing (60 units): for individuals or families 80% or below median family income (MFI) working within the Newberg-Dundee community.

CCO has built many affordable and permanent supportive housing units across Oregon but recognizes the importance of strong partnerships with local community-based organizations that have developed trust and relationship with the clients the project will serve. Through conversations, the decision was made to partner with Community Wellness Collective. CWC will be the service provider for the Permanent Supportive Housing (PSH) and Recuperative units, providing therapy, case management, peer support, and employment opportunities to clients. Catholic Charities will own the project and oversee the services provided by CWC.

Other potential partners to provide services as well as referrals include:

- Providence Medical Group
- Unidos
- Yamhill Community Care Organization (YCCO)
- HHS Mental Health

CCO and CWC believe that housing enables the ability for an individual to stabilize and/or recover from chronic, behavioral health, and substance use disorders. CWC's program HEART (housing, education, addiction, reintegration team), will provide the aids and tools for clients to safely transition to more long-term housing solutions, filling a very known gap in Yamhill County.

Providing 60-units of affordable workforce housing will provide many Newberg-Dundee employees the opportunity to live and work in the community.

Our shared goal is to help individuals facing housing insecurity to reintegrate into a vibrant community life. CWC and CCO acknowledge the challenges an individual experiencing chronic medical or behavioral health issues, addiction, or employment insecurity faces, especially while also navigating housing insecurity. A person's ability to thrive during and after the experience of significant social determinant of health challenges or discharge from an institution relies on the systems in place to provide accountability, support, and hope, which the partnership with CCO and CWC, as well as other local organizations, will provide.

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.

Scored Application Criteria:

- **CRITERIA:** The project provides new affordable housing, or new affordability, through retention or rehabilitation of existing housing, within the city.

RESPONSE:

New Housing:

- Recuperative: 10 beds
- Permanent Supportive Housing: 46 units
- Workforce Affordable: 60 units

- **CRITERIA:** The project provides deeply affordable housing for households earning less than 50% of the median family income.

RESPONSE: Permanent Supportive Housing Units (46) and Recuperative Housing Beds (10) will be for households earning less than 30% of MFI as they will be transitioning from homelessness.

- **CRITERIA:** The project provides extremely affordable housing for households earning less than 30% of the median family income. Projects could include permanent supportive housing and/or transitional housing for families or individuals who are houseless.

RESPONSE: Permanent Supportive Housing Units (46) and Recuperative Housing Beds (10) will be for households earning less than 30% of MFI as they will be transitioning from homelessness.

- **CRITERIA:** Project concepts and designs showing proximity to schools, parks, commercial areas, public transportation, services and jobs, and demonstration of cost-effective sustainability and energy-efficiency measures.

RESPONSE: The development resides on the current Providence parcel (see attachment for drawings), providing ample access to medical services. The Yamhill County Transit bus line runs in front of the proposed units, providing easy access to downtown Newberg. The location is within walking distance to multiple grocery stores including Fred Meyer, Safeway and Bi-Mart as well as multiple parks including Schaad and Spring Meadow. The elementary, middle school and high school are all within 1.5 miles of the site. The project will provide onsite case management, therapy, peer support and groups for all residents to access. CWC will continue its partnerships with the Newberg-Dundee faith-based community for food delivery to the Recuperative beds, including hot breakfasts and dinners daily.

Sustainability practices are embedded in the project's design such as LED and Energy Star lighting, Energy Star appliances, a high-efficiency hot water heating system, and a solar-ready electrical system and roof trusses. The project will pursue Earth Advantage certification.

- **CRITERIA:** 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.

RESPONSE: CWC has relationships with nearly all community and faith-based organizations in the Newberg-Dundee community serving those facing housing insecurity. CWC's volunteer base serves as the current failsafe structure for staffing the nightly emergency homeless shelter and day drop-in center. In addition to state PSH funding that will be applied for this spring, private donor relationships have been leveraged and inspired to invest in this project with \$500,000 committed thus far.

- **CRITERIA:** The project utilizes already existing resources in effective and innovative ways. The project shall not duplicate services provided by another organization.

RESPONSE: Essential to the development of this project to program are deep partnerships with local community and faith-based organizations that are already serving clients with social determinant of health insecurities. CCO seeks not to duplicate but uplift and support existing service providers leveraging their experience in Supportive and Affordable housing. CCO intends to act as the sponsoring organization, bringing best practices that have proven successful across the state to emerging community-based organizations like CWC and Unidos that have established trust with the clients in need.

- **CRITERIA:** 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.

RESPONSE:

This project will have the following partners:

Owner/Co Developer: Caritas Housing – Catholic Charities of Oregon

Developer: Edlen and Co

Services Partner: Community Wellness Collective

Other partners: Providence, Unidos

Catholic Charities of Oregon (CCO) was established in 1933 to address the needs of households impacted by the Great Depression and has continued this mission ever since, partnering with the most vulnerable, regardless of faith, to achieve lasting solutions to poverty and injustice. In 1998, CCO established a dedicated housing development and ownership entity, Caritas Housing, to address affordable housing needs across the state. This now includes more than 900 units of affordable housing across 23 properties statewide. Caritas Housing will be the owner of this project, leveraging CCO's experience in affordable and supportive housing.

CCO understands the dire need for more supportive housing for those experiencing chronic homelessness. In 2020, Catholic Charities launched its Healthy Housing Initiative with partners Providence Health & Services and the Archdiocese of Portland, aiming to leverage the expertise and resources of the three partners to reduce chronic homelessness throughout the Portland area. This includes a goal of developing at least 300 units of Permanent Supportive Housing (PSH) in the Metro area, which includes Newberg. This project will be a part of helping to meet this goal. CCO has recently completed the following two projects which are both similar to this project and has two PSH projects under construction which will open in Fall of 2024.

Chiles House: Located in Southeast Portland, Chiles House helps close a gaping hole in Portland's social safety net and fill a critical need for the growing number of Catholic Charities clients who find themselves homeless or at imminent risk. Chiles House offers 27 highly affordable apartments for whom rapid recovery from homelessness, or prevent of chronic homelessness, is paramount. This development was entirely privately financed allowing Caritas Housing to respond to the changing needs of our clients. The development is a four-story building featuring cross-laminated timber, trauma-informed design, and sustainable design elements, and is located next door to Catholic Charities headquarters allowing residents convenient access to the full suite of Catholic Charities service programs.

Good Shepherd Village: Upon completion in late 2023, Good Shepherd Village will be the first regulated affordable-housing development located within Happy Valley city limits and the largest development in Catholic Charities/Caritas Housing's portfolio. The 143-unit project provides much needed affordable housing, with over 55% of the units being family-sized and 58 units set-aside as Permanent Supportive Housing. This development is located in a high opportunity area with close proximity to public transit, grocery stores, schools, a public library, multiple parks, and healthcare resources. The project uses trauma-informed design, universal design, and sustainable design elements.

The Beacon at Glisan. Currently under construction, The Beacon is a partnership with Related Northwest and includes 41 studio units of new permanent supportive housing. All units are restricted at 30% AMI and have Project Based Vouchers (PBVs), ensuring that rents will be affordable for all residents. Supportive services will be provided on-site by Catholic Charities in partnership with the Native American Rehabilitation Association (NARA) and Cascadia Behavioral Health. In addition to the residential units, the project features on-site services and office space, a community room, a food pantry, ample bike parking, and laundry. The development incorporates trauma-informed design, universal design, and sustainable design elements. Funding sources include Portland Housing Bond, 4% Low LIHTCs, HTF, tax-exempt bonds, PBVs and Portland Clean Energy Fund.

Francis + Clare Place. Currently under construction, Francis + Clare Place is a partnership with Edlen and Co and includes 61 units of new permanent supportive housing with 54 studios and seven one-bedroom units. All units are restricted at 30% AMI and have Project Based Vouchers (PBVs), ensuring that rents will be affordable for all residents. Supportive services will be provided on-site by Catholic Charities in partnership with the Native American Rehabilitation Association (NARA). In addition to the residential units, the project features on-site services and office space, a multi-use classroom and community room, ample bike parking, and laundry. The development incorporates trauma-informed design, universal design, and sustainable design elements. Funding sources include Portland Housing Bond, 4% Low LIHTCs, tax-exempt bonds, PBVs and Portland Clean Energy Fund.

Edlen and Co.'s focus is on mission-driven real estate with an emphasis on affordable and middle-income housing development and preservation, public-private partnerships, and projects that further push the boundaries of sustainability. Edlen & Co.'s portfolio includes over 1,100 units of affordable housing completed, under construction and in predevelopment. All projects are done in partnership with one or more nonprofit partners. These projects serve low-wage workers and families as well as populations with special needs such as individuals and families in recovery, individuals with persistent mental illness, individuals with intellectual and developmental disabilities, and underserved populations.

Edlen & Co.'s affordable housing portfolio includes a track record of successful projects with similar size and scope to the Newberg project including four projects that include permanent supportive housing. Recent projects include:

Wynne Watts Commons. Completed in 2022 in partnership with Albertina Kerr Centers. Wynne Watts Commons includes 147 affordable housing units, with 24 studios, 92 one-bedroom units, 23 two-bedroom units, and eight three-bedroom units, with 30 of the units at 30% AMI, 102 units at 60% AMI and 15 units at 80% AMI. The 30 units at 30% AMI will be for residents with intellectual and developmental disabilities and will be fully integrated into the overall building and resident population. The project was funded with 4% LIHTCs, tax-exempt bonds, Metro Housing Bond Funds, HUD 811 Project Rental Assistance, OR-MEP and capital campaign funds. The project was designed to be net-zero energy and includes a community room and outdoor community space with a play area.

Aurora. Completed in 2023 in partnership with Our Just Future, Aurora serves those experiencing homelessness with on-site support, case management, employment resources, and clinical services. Of the 93 available units, 16 are Permanent Supportive Housing (PSH) units, 15 are set at 30% AMI, and 62 are set at 60% AMI. The Aurora includes 44 family-sized units. Amenity spaces include a community room, indoor and outdoor child play areas, onsite laundry and onsite resident services and behavioral health offices. Funding sources include Oregon Housing and Community Services (OHCS) Local Innovation and Fast Track (LIFT), 4% Low Income Housing Tax Credits (LIHTCs), tax-exempt bonds, Portland Housing Bond, Project Based Vouchers (PBVs) and capital campaign funds. The site is within .25 miles of light rail and has a full-service grocery store across the street.

D/M/W/ESB/SDVBE Experience and Commitment

Our project team is committed to supporting historically marginalized communities through our projects, and Edlen & Co., Walsh Construction Company, and Ankrom Moisan Architects all have consistent track records in meeting and exceeding D/M/W/ESB/SDVBE participation goals on past and current projects. Walsh has consistently high participation with D/M/W/ESB/SDVBE firms, who on average complete 34% of their subcontracted work. For this project, our target is at least 20% D/M/W/ESB/SDVBE participation.

Recent participation outcomes for Walsh include:

- Dahlke Manor 30% goal, 34% achieved
- Williams Plaza 30% goal, 32% achieved
- Medallion Apartments 20% goal, 29% achieved
- Wy'East Plaza 20% goal, 34% achieved
- The Louisa Flowers 20% goal, 31% achieved



- Meyer Memorial Trust 50% goal, 55% achieved
- NHA Campus 20% goal, 32% achieved
- St. Francis Park Apartments 20% goal, 36% achieved
- Argyle Gardens 20% goal, 30% achieved
- New Meadows 20% goal, 33% achieved

Recent participation outcomes for Edlen & Co include:

- Beatrice Morrow 20% goal, 29% achieved
 - LifeWorks NW + Beech Street Apartments 20% goal, 24% achieved
 - Hill Park Apartments 20% goal, 20% achieved
 - 38 Davis 20% goal, 26% achieved
 - The Nick Fish 30% goal, 28% achieved
 - Wynne Watts Commons 20% goal, 32% achieved
 - The Aurora 30%, goal, 30% achieved
- **CRITERIA:** The budget and timeline are thorough and realistic (evidence of construction and/ or service costs required with application).

RESPONSE:

A summary of the current estimated sources and uses for the project is as follows:

Uses	PSH	Recuperative	Total
Land	0	0	0
Target Guaranteed Maximum Price (GMP)	15,128,000	1,969,000	17,097,000
Other Hard Costs	429,000	81,000	510,000
Soft Costs	4,197,000	454,000	4,651,000
Operating Reserve & OHCS Fees	575,000	0	575,000
Contingency	909,000	119,000	1,028,000
Total	21,238,000	2,623,000	23,861,000

Sources	PSH	Respite	Total
Capital Campaign	377,000	2,623,000	3,000,000
PSH Capital Funding	20,861,000	0	20,861,000
Total	21,238,000	2,623,000	23,861,000

The total cost of the project includes the hard costs, permits and system development charges, architecture and engineer fees, other soft costs such as testing and inspection, insurance, and legal fees, 5% owner contingency, escalation contingency, an operating reserve, OHCS PSH

fees, and developer fee. The land will be donated by Providence thus there is no land cost. Hard costs were determined by the General Contractor based on concept plans and specifications. Soft costs were determined based on recent estimates from similar projects. The construction schedule was provided by the General Contractor.

The project team has participated in Oregon Housing and Community Service's (OHCS's) PSH institute, which is a pre-requisite to apply for PSH funding and will apply for PSH funding in Spring of 2024. Of the \$3 million capital campaign, \$500,000 has been committed to date.

Current projected schedule milestones are as follows:

- April 2024 OHCS PSH Application Released
- May 2024 OHCS PSH Application Due
- August 2024 OHCS PSH Award Notification*
- July 2025 Closing/Start Construction
- July 2026 Completion

- June 2027 Lease-up Complete (5 units/month)

Closing Financial Statement and Commitment:

This project combines both government and private funding, representing the support and sustainability of the development and programming. We have shared organizational commitment to Newberg-Dundee and are confident in our ability to close the budget gap over the next year to ensure viability. Support from The City of Newberg through the CET 2023-2024 Fund and potential Legacy Fund would help the development close the remaining 10-15% funding gap.

This project serves as a legacy impact project to serve Newberg for generations to come.

Acronym Definitions

Acronym	Definition
CCO	Catholic Charities of Oregon
CWC	Community Wellness Collective
PSH	Permanent Supportive Housing
YCCO	Yamhill Community Care Organization
HHS	Yamhill County Health and Human Services
OHCS	Oregon Housing Community Services
LIFT	Local Innovation Housing Tax Credits
LIHTC	Low Income Housing Tax Credits
MFI	Median Family Income
D/M/W/ESB/SDVBE	Disadvantaged, Minority-Owned, Women-owned, Emerging Small Businesses, and / or Service Disabled Veterans Business Enterprises
PBVs	Price by Volume
AMI	Area Median Income



Newberg Construction Excise Tax (CET) Funding Request Application

NOTE: The first round of applications are due April 4, 2024 at 4:30 p.m.

Applications are to be submitted to Leanne Wagener, Assistant Planner by email at leanne.wagener@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:	The HEART of Newberg		
	Edlen & Co.	CCO & CWC	
Organization Name:	Catholic Charities, Edlen & Co., Community Wellness Collective	☒ For-profit	☒ Non-profit
Contact Name/Title:	Pooja Dalal, CCO, Dir. of Community Development Kate Stokes, CWC, Exec. Dir.		
Mailing Address:	2740 SE Powell Boulevard	State/Zip:	Portland, OR 97202
Phone:	503.688.2537	Email:	PDalal@CCOregon.org kate@communitywellnesscollective.org

PROJECT INFORMATION:

Total project cost:	_____		
Requested amount of CET funding:	\$397,050 with consideration for Legacy Fund		
Has this project requested or will request funds from the Affordable Housing Trust Fund?	☒ No	☐ Yes	Amount requested: _____
Amount and description of other matching funds being contributed to the project, if applicable:			
Phase 1: OHCS PSC Capital Funding (\$14,340,000), Private Funding (\$2,083,000) Phase 2: OHCS LIFT (\$15,631,561) private bond (\$11,227,949)			
Has this organization received Newberg CET funds in the past?	☒ No	☐ Yes	Amount received: _____

Project Partners and their Contributions to the Project:	Providence: Land donation
	Catholic Charities of Oregon: Owner and operator of Property with lead financial responsibility
	Community Wellness Collective: Lead Services Provider, revenue billing providers
	Potential Community Partners: Unidos, HHS, Providence, YCCO

Estimated project beginning date:	August, 2024	Completion date:	Phase 1: July, 2026
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[Phase 2: September, 2027](#)

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

Please see next page

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

[See attached document for more detailed response.](#)

Together, Providence, Catholic Charities of Oregon, Edlen & Co., and Community Wellness Collective, seek to contribute to the housing crisis in the Newberg-Dundee community through a diverse housing development. The development will serve recuperative, permanent supportive, and workforce affordable units. Leveraging our organizational strengths, Providence will donate the parcel on 99W and Providence Drive to Catholic Charities to own and property manage, Edlen & Co will develop the property, and Community Wellness Collective will provide services to building clients, bringing to the table many community and faith-based organizations for partnership.

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 document for more detailed response.](#)

Attached:
Project Overview and Visual with Funding Sources
Long-Form responses to questions

ATTACHMENT A

Construction Excise Tax (CET) Fund FY 2022-23 Competitive 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 for a period of at least 60 years following the date of construction (threshold verification)*.	NA
2. The project is ready for implementation with documentation to demonstrate financial feasibility.	NA
3. 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, review procurement requirements and limitations before obtaining a purchase option.	NA
4. 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
5. The proposal demonstrates that the Construction Excise Tax (CET) Funds are the most appropriate funding source for the project. Provide a description of a financing gap that includes funding sources or demonstrates budget constraints that limit the ability to pay or finance projects.	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 provides deeply affordable housing for households earning less than 50% of the median family income.	Up to 10 points
9. The project provides extremely affordable housing for households earning less than 30% of the median family income. Projects could include permanent supportive housing and/or transitional housing for families or individuals who are houseless.	Up to 5 points
10. Project concepts and designs showing close proximity to schools, parks, commercial areas, public transportation, services and jobs, and demonstration of cost-effective sustainability and energy-efficiency measures.	Up to 10 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 2023, the Median Family Income for the City of Newberg was \$114,400.**

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.

Letters of Support:

The following elected officials and community organizations have expressed formal support for this project and our application to Oregon Housing and Community Services for the project-based voucher program to support this diverse housing program.

- **Representative Anna Scharf**
- **Commissioner Mary Starrett**
- **Chehalem Valley Chamber of Commerce**
- **Newberg-Dundee Public Schools**
- **Long-time business owner and community leader, Dennis Lewis**

Anticipated letters of support to come:

- Northside Community Church
- Unidos
- HHS Yamhill County
- Providence

We appreciate your support.

ANNA SCHARF
STATE REPRESENTATIVE
DISTRICT 23



March 28, 2024

Oregon Housing and Community Services PSH Committee,

Newberg, like much of the rest of Oregon, has seen an increase in residents with housing insecurity and homelessness in recent years. Community and faith-based organizations have done all they can to share the responsibility of supporting those in immediate need. However, the lack of stable, consistent funding for sheltering, combined with a need for access to permanent solutions, drives us to find a long-term solution.

Community Wellness Collective (CWC) has provided the county's only seven-night a week shelter, located in Newberg, for the last three years. This has given our community a glimpse into the staggering need across Yamhill County, as many with housing insecurity sleep in Newberg due to the services and stability that CWC provides. During the past three years, CWC has averaged 18-35 residents per night. The primary population in need has been single men with a known medically chronic, mental health or substance use disorder. CWC has worked to build bridges with faith and community-based organizations, with an existing presence in Newberg, to provide the highest level of service, care, and coordination towards long-term housing.

The HEART of Newberg project, located on 99W and Providence Drive, will build off the relationships and services established by CWC over the years. This along with the proven housing outcomes Catholic Charities of Oregon (CCO) has demonstrated, and the colocation to Providence Health and Services, will form a unique and successful opportunity to provide housing, care, and support services.

The property is walking distance from downtown Newberg, and the Yamhill County Transit bus line has a stop directly in front of the property, ensuring access to transportation for employment, appointments, and other needs.

This project is the culmination of years of community effort and engagement, seeking to provide comprehensive supports to our residents across the county. A solution that can offer safe housing and help with medical and mental health needs. My office is in support of this project and commends CCO and CWC in their efforts and is happy to help in any way we can to see its success come to fruition.

Thank you for your consideration of this project.

Regards,

Rep. AnnaScharf@oregonlegislature.gov – www.oregonlegislature.gov/Scharf
900 Court Street NE, Salem, OR 97301 – (503) 986-1423



BOARD OF COUNTY COMMISSIONERS

LINDSAY BERSCHAUER • KIT JOHNSTON • MARY STARRETT

535 NE Fifth Street • McMinnville, OR 97128-4523

(503) 434-7501 • Fax (503) 434-7553

TTY (800) 735-2900 • www.yamhillcounty.gov

March 24, 2024

Oregon Housing and Community Services PSH Committee,

Newberg and Yamhill County have seen the impacts of increased social determinants of health needs in recent years. Our local community and faith-based organizations have worked together to support those in need, but without stable, consistent funding for temporary and permanent housing and supports, we have limited options to meet our community's needs.

Community Wellness Collective (CWC) has provided the County's only seven-night a week shelter, located in Newberg, for the last three years. Many have sought help in Newberg because of the services and reliability CWC provides. The organization has averaged 18-35 residents per night, with the primary population in need being single men with chronic physical, mental health or substance use challenges. CWC has worked successfully with faith and other community-based organizations in Newberg to provide services to those in need.

The HEART of Newberg project, located on 99W and Providence Drive, will build on the relationships and services established by CWC over the years, along with Catholic Charities of Oregon housing successes across Oregon. Colocation to Providence Health and Services medical services will provide access to health care and supports. The property is within walking distance of downtown Newberg and is served by the Yamhill County Transit bus line with a stop directly in front of the property.

This project is the culmination of years of community effort and engagement to provide comprehensive supports to Yamhill County's residents in need of safe housing to address their medical and mental health needs.

I support this project wholeheartedly.

Thank you for considering our community's needs.

Sincerely,

Mary Starrett
Yamhill County Commissioner



March 25, 2024

Chehalem Valley Chamber of Commerce
112 N Garfield St, Suite 103
Newberg, OR 97132

Oregon Housing and Community Services PSH Committee,

The Newberg community, and Yamhill County as a whole, has seen the impacts of growing social determinants of health needs over the recent years. Newberg residents with housing insecurity and homelessness has become more visible and the community has attempted its best efforts for sheltering. Community and faith-based organizations have shared the responsibility of supporting those in immediate need, but the lack of stable, consistent funding for sheltering, combined with a need for access to permanent solutions with a supportive team, unifies us for a long-term solution to impact Yamhill County for generations to come.

Community Wellness Collective has provided the county's only seven-night a week shelter, located in Newberg, for the last three years. This has given our community a glimpse into the staggering need across Yamhill County, as many with housing insecurity sleep in Newberg due to the services and stability CWC provides. The organization has averaged 18-35 residents per night, with the primary population in need single men with a known medically chronic, mental health or substance use disorder. CWC has worked to build bridges with faith and community-based organizations with a presence in Newberg to provide the highest level of service, care, and coordination to long-term housing.

The HEART of Newberg project, located on 99W and Providence Drive, will build off the relationships and services established by CWC over the years, with the proven housing outcomes Catholic Charities of Oregon has demonstrated across Oregon. Colocation to Providence Health and Services medical services provides access to health care and support. The property also is walking distance from downtown Newberg and the Yamhill County Transit bus line has a stop directly in front of the property, ensuring access to transportation for employment, appointments, and other needs.

This project is the culmination of years of community effort and engagement to provide comprehensive supports to our residents across the county in desperate need of safe housing to tend to their medical and mental health needs. Without hesitation, our organization supports this project and intends to support CCO and CWC in their efforts when built and operational.

Thank you for your consideration to our community need.

Sincerely,

Scott Parker

Scott Parker
Executive Director
Chehalem Valley Chamber of Commerce

112 N Garfield St, Suite 103, Newberg OR 97132

P 503-538-2014

www.chehalemvalley.org



April 1, 2024

Oregon Housing and Community Services PSH Committee,

The Newberg community, and Yamhill County as a whole, has seen the impacts of growing social determinants of health needs over the recent years. Newberg residents with housing insecurity and homelessness has become more visible and the community has attempted its best efforts for sheltering. Community and faith-based organizations have shared the responsibility of supporting those in immediate need, but the lack of stable, consistent funding, combined with a need for access to permanent solutions, unifies us for a long-term solution for generations to come.

Community Wellness Collective has provided the county's only seven-night a week shelter, located in Newberg, for the last three years. This has given our community a glimpse into the staggering need across Yamhill County, as many with housing insecurity sleep in Newberg due to the services and stability CWC provides. The organization has averaged 18-35 residents per night; with the primary population in need single men with a known medically chronic, mental health or substance use disorder. CWC has worked to build bridges with faith and community-based organizations with a presence in Newberg to provide the highest level of service, care, and coordination to long-term housing.

The HEART of Newberg project, located on 99W and Providence Drive, will build off the relationships and services established by CWC over the years, with the proven housing outcomes, Catholic Charities of Oregon has demonstrated across Oregon. Colocation to Providence Health and Services medical services provides access to health care and support. The property also is walking distance from downtown Newberg and the Yamhill County Transit bus line has a stop directly in front of the property, ensuring access to transportation for employment, appointments, and other needs.

This project is the culmination of years of community effort and engagement to provide comprehensive supports to our residents across the county in desperate need of safe housing to tend to their medical and mental health needs. Without hesitation, our organization supports this project and intends to support CCO and CWC in their efforts when built and operational.

Thank you for your consideration to our community need.

Stephen W. Phillips
Superintendent
Newberg Dundee Public Schools

March 26, 2024

Oregon Housing and Community Services PSH Committee,

Newberg residents with housing insecurity and homelessness **has** become more visible and the community has attempted its best efforts for sheltering. Community and faith-based organizations have shared the responsibility of supporting those in immediate need, but the lack of stable, consistent funding for sheltering, combined with a need for access to permanent solutions with a supportive team, unifies us for a long-term solution to impact Yamhill County for generations to come.

Community Wellness Collective has provided the county's only seven-night a week shelter, located in Newberg, for the last three years. This has given our community a glimpse into the staggering need across Yamhill County, as many with housing insecurity sleep in Newberg due to the services and stability CWC provides. The organization has averaged 18-35 residents per night, with the primary population in need single men with a known medically chronic, mental health or substance use disorder. CWC has worked to build bridges with faith and community-based organizations with a presence in Newberg to provide the highest level of service, care, and coordination to long-term housing.

The HEART of Newberg project, located on 99W and Providence Drive, will build off the relationships and services established by CWC over the years, with the proven housing outcomes Catholic Charities of Oregon has demonstrated across Oregon. Colocation to Providence Health and Services medical services provides access to health care and support. The property also is walking distance from downtown Newberg and the Yamhill County Transit bus line has a stop directly in front of the property, ensuring access to transportation for employment, appointments, and other needs.

This project is the culmination of years of community effort and engagement to provide comprehensive supports to our residents across the county in desperate need of safe housing to tend to their medical and mental health needs. Without hesitation, our organization supports this project and intends to support CCO and CWC in their efforts when built and operational.

I am in full support of this next step project to help our community provide much needed support to the most vulnerable of us. My hope is that this project will provide a simple model for future efforts to help those in vulnerable positions in life.

Thank you for your consideration of our community's needs.

Sincerely,
Dennis Lewis



Dennis Lewis
Lewis Audio Video

 dennis@lewisav.com

 503-538-1190



 503-537-4501

 2112 Portland Rd.
Newberg, OR 97132

 lewisav.com



OR CCB# 177627 WA L&I# LEWISAV893k3

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REQUEST FOR COUNCIL ACTION



Date Action Requested: (July 15, 2024)

Order ☐	Ordinance ☐	Resolution ☐	Motion ☒	Information ☐	Proclamation ☐
Subject: Two Year Budget Cycles Motion to Proceed with Staff Work				Staff: CM & Finance Director Department: Administration and Finance	
Business Session				Order On Agenda: New Business	

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 council motions its approval as follows:

“I move that staff should initiate work on developing the Biennium budget structure”.

Executive Summary:

Staff has discussed several times in the recent past the concept of moving to biennium fiscal patterns. This concept was discussed briefly in the last budget cycle and in previous CM reports.

This motion to proceed request would initiate the staff work needed to design a re-aligned fiscal pattern. This would create a cutting-edge pattern as described in the supporting power point presentation.

In summary Biennium’s would have the following advantages:

- Creating a cleaner, clearer and more efficient budget cycle to match the real-world length of CIP projects.
- Reducing the average time per year spent budget building to allow staff time to focus on process improvements, long-term planning, and documenting job processes and SOPs.
- Better synchronization with other two-year processes such as the SDC review, the State budget (so as to align with PERS rates), and the city rates model.
- Better align with 2 or 4 year collective bargaining agreements (CBAs are never for 1 year).

Fiscal Impact:

While it is hard to assess the exact amount of funds saved the saved time can be used in the furtherance of other strategic council goals.

The fiscal impact will, however, include more accurate tracking of capital project expenditures.

Council Goals:

Having a more efficient budget process will directly enhance council Goal 6 by wasting less time and avoiding capital project rollover at the 12th month, and more efficient forecasting especially around retirement funding and CBA work:

“Implement a careful and prudent fiscal policy”.

Within this goal objective 4 is relevant to this resolution:

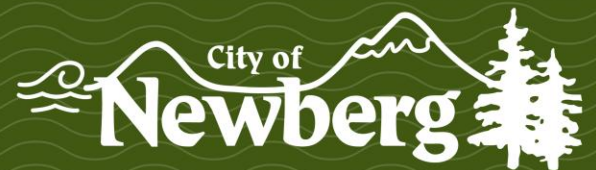
G6 O4: Ensure that the city has a long-term financial plan that supports its goals and objectives.

Two Year Budget Cycles

Attachment 1: CM / Finance Director Presentation

Two Year Budget Cycles

Attachment 1.



Staff are recommending that we move to two-year budget cycles for a host of reasons. This presentation covers the reasons for why this is a good idea.

First however let's have a look at what we do now before the budget committee convenes each fiscal cycle.



Pre-Budget Process

Before the Budget Committee convenes to have its first meeting there are many steps that need to occur to get the draft budget ready for review. In summary there are five steps.

Step One

In December of a given year the CM and Finance Director send out overall guidance for the next fiscal year. Often this may be connected to council goals, COLAs or the general fiscal outlook and will weigh in factors like inflation and PERS hikes.

Step Two

Based upon this general guidance department heads will gather data from their departments and managers. This data will be used to fill out Budget Change Request forms (BCRs).

Step Three

The three types of BCR are submitted to the CM and Finance Director for review in January. The BCRs are:

- | | |
|-------|--|
| BCR1: | Single ledger line shifts |
| BCR2: | Multi-line or entangled line shifts |
| BCR3: | Capital rollover savings plan requests |

Department : Administration-City Recorder

Ledger line name: Printing & Advertising

Ledger line number: 31 - 1230 - 515000

Value from this FY: 100

Requested amount for next FY: 300

Justification

This line is used for publication costs for publishing in local newspapers. This is used for legally required notice for public hearings and yearly recruitment for boards, committees and commissions. The current amount will only cover the costs of one-two publications per year and has not been increased in several years. The requested increase will cover our needs for public noticing and recruitment.

Example of
a BCR1 →

Step Four

Department head / CM / Finance Director meetings now occur to go over the BCRs. Most are accepted, some are rejected.

Step Five

Next the BCR data is applied by finance to build the draft budget. This ends with a review by the CM and the Finance Director of the three-year ending fund balance forecast prior to the publication of the draft budget document.

Only when all of this has occurred can the budget meetings initiate to look at the draft budget

Advantages of Biennial Budgets

A far more efficient Capital Improvement Program (CIP) since almost no capital projects fit within a 12-month time span.

This means that under the annual system we are constantly needing to run extra supplemental budget actions to move project reserves from one year to the next due to CIP.

It's cleaner, clearer and more efficient to set the budget cycle to match the real world of CIP.



Advantages of Biennial Budgets

Reducing the total amount of time spent budgeting over a two-year period and freeing up time for other projects in year two (the off years).



As an example, we will need the full focus of the finance team to work on the rates or run a water plant bond (if required) this is very hard to do while constantly being in budget building mode.

The off years would be a prime time to work on process improvements, long-term planning, and documenting job processes and SOPs.

	Per Person	FTEs	Hours Used
Managers and Captains providing data inputs for BCRs	30	18	540
Department Heads building / reviewing BCRs	24	9	216
Finance Director and CM BCR review	20	2	40
Finance Team data checking and Inputs	60	3	180
City Recorder scheduling and RCA administration	30	1	30
Graphic Design Work	40	1	40
Budget Committee Review Work (includes studying the documents)	52	14	728
Conservative Estimate of Budget Process Time			1774

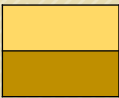
Doing this every other year would spread the burden out incredibly to allow for other value-added work to occur.

Advantages of Biennial Budgets

Encouraging the whole staff and the community to think strategically over multiple years instead of just balancing the budget for a single year.

Better synchronization with other two-year processes such as the SDC review, the State budget so as to align with PERS rates, and the city rates model. Also, better alignment with 2 or 4 year collective bargaining would occur (CBAs are never for 1 year).

On the next slide is a Gantt chart array showing how a synchronized timeline of fiscal events could flow.



January to June

July to December

x

Committee work

*

New SDC rates

	FY 24 - 25		FY 25-26		FY 26-27		FY 27-28		FY 28-29		FY 29-30		FY 30-31		FY 31-32		FY 32-33	
Process	2024	2025	2025	2026	2026	2027	2027	2028	2028	2029	2029	2030	2030	2031	2031	2032	2032	2033
CIP plan 2025 to 2029	x																	
CIP plan 2027 to 2031					x													
CIP plan 2029 to 2033									x									
	FY 24 - 25		FY 25-26		FY 26-27		FY 27-28		FY 28-29		FY 29-30		FY 30-31		FY 31-32		FY 32-33	
Current rates model						bridge												
2nd rates model				x														
3rd rates model								x										
4th rates model											x							
	FY 24 - 25		FY 25-26		FY 26-27		FY 27-28		FY 28-29		FY 29-30		FY 30-31		FY 31-32		FY 32-33	
Biannium 25-27		x																
Biannium 27-29						x												
Biannium 29-31									x									
Biannium 31-33													x					
	FY 24 - 25		FY 25-26		FY 26-27		FY 27-28		FY 28-29		FY 29-30		FY 30-31		FY 31-32		FY 32-33	
SDCs				x	*			x	*			x	*			x	*	

For all these reasons we are requesting a motion to proceed to do the work to design a two-year budget cycle system.

Questions?

REQUEST FOR COUNCIL ACTION



Date Action Requested: July 15, 2024

Order ☐	Ordinance ☐	Resolution ☐	Motion ☐	Information ☒	Proclamation ☐
Subject: Unincorporated properties discussion			Staff: Will Worthy, City Manager; Scot Siegel, Community Development Director; and Kady Strode, Finance Director		
Work Session ☒ Business Session ☐			Order On Agenda:		

Is this item state mandated? Yes ☐ No ☒

Recommendation: Informational only. Determine whether City Council wants to study this topic further.

Executive Summary: Staff will present high-level information on properties and groups of properties (“enclaves”) that are surrounded or nearly surrounded by the City of Newberg, as requested by Mayor Rosacker for City Council discussion. The presentation will provide general background information on the geography of these areas, and on city finances as related to unincorporated areas in general. The City Council has not directed staff to review city policy or evaluate annexation of any area presently.

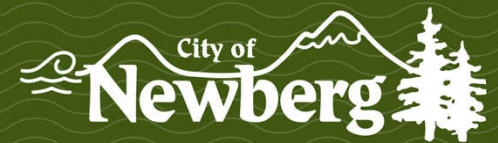
Fiscal Impact: None.

Council Goals: “G7: Increase land opportunity available for housing. Objective 4. Look at annexation opportunities.”

Unincorporated Properties Discussion

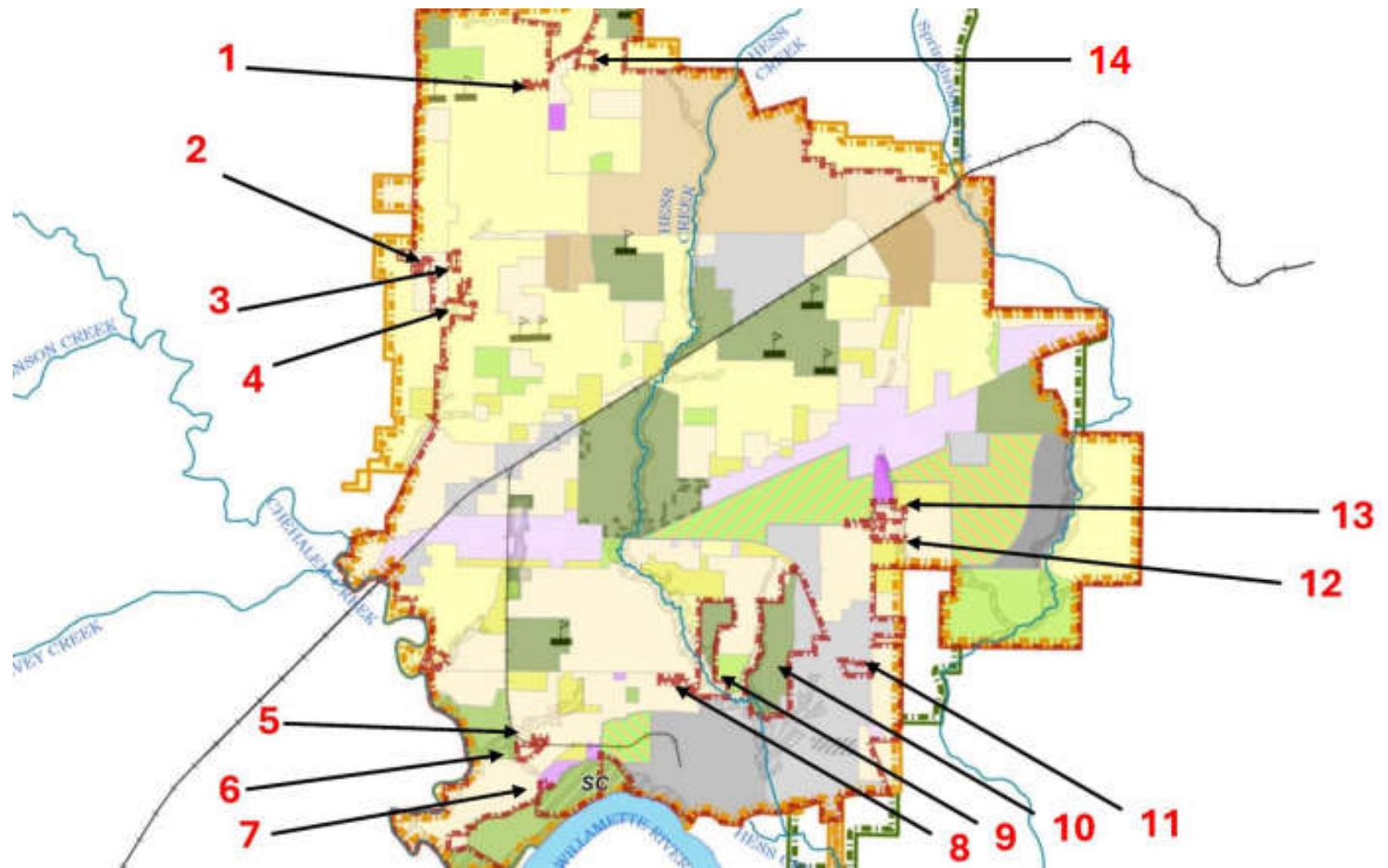
City Council

July 15, 2024



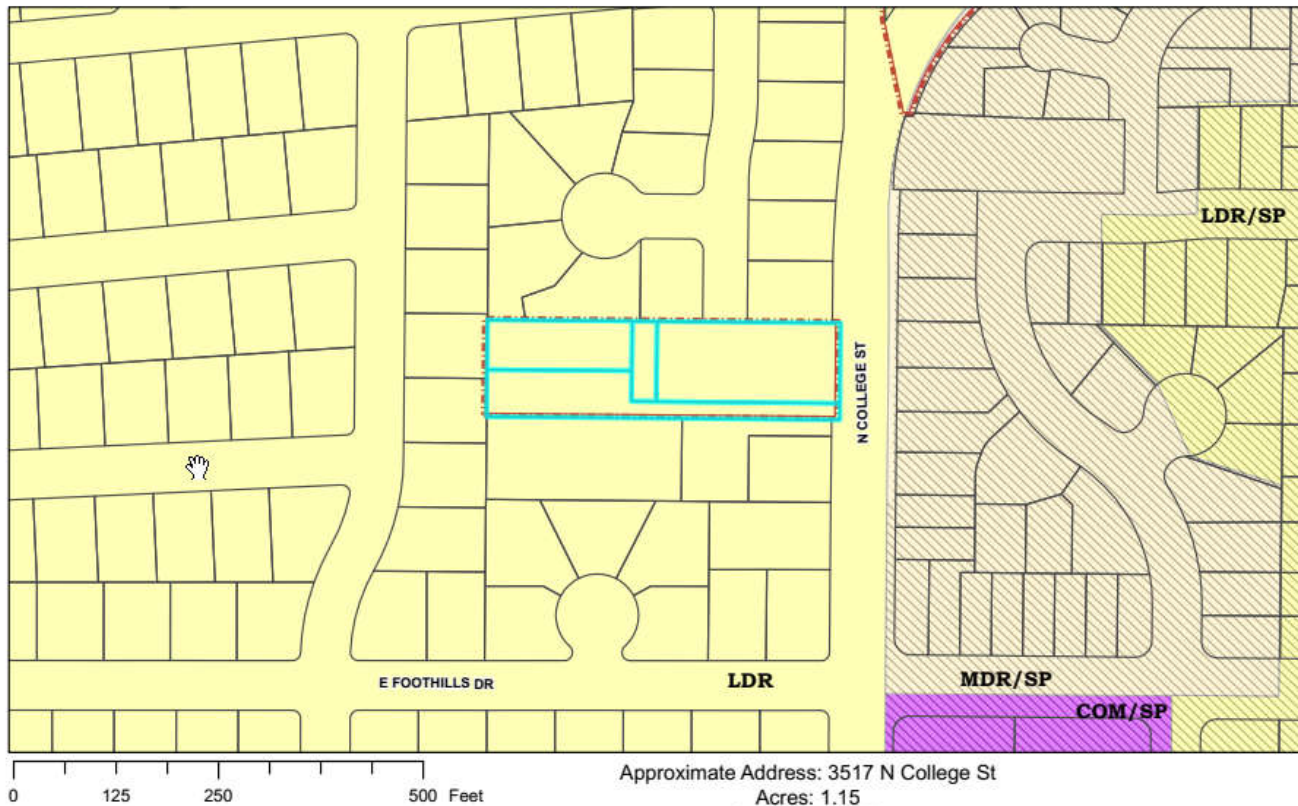
Unincorporated Areas Discussion

1. Introduction of topic by Mayor Rosacker
2. Mapping Overview
3. City Finance Considerations
4. Discussion
 - No action tonight –
 - Provide direction on whether City Council wants to study this topic further.

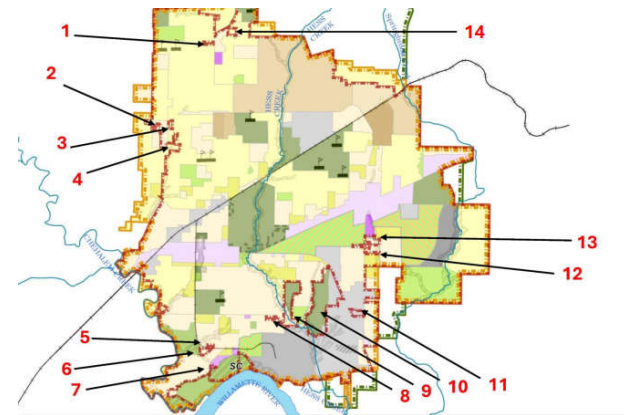




County Enclave 1



Approximate Address: 3517 N College St
Acres: 1.15
Comp Plan: LDR
ROW? No
Stream Corridor Overlay? No
Active Water Meter: 3517 N College St





County Enclave 2



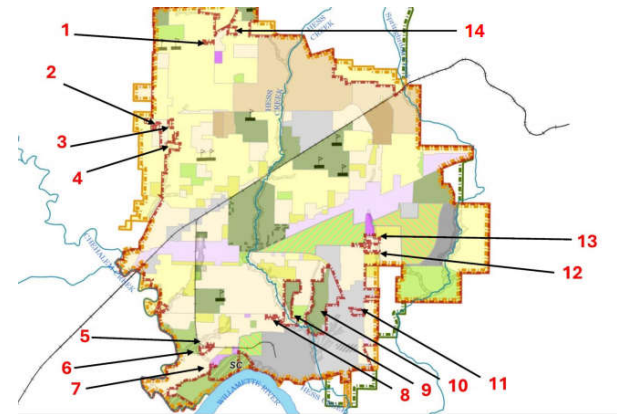
Approximate Address: 2116 N Chehalem Dr

Acres: 0.97

Comp Plan: MDR

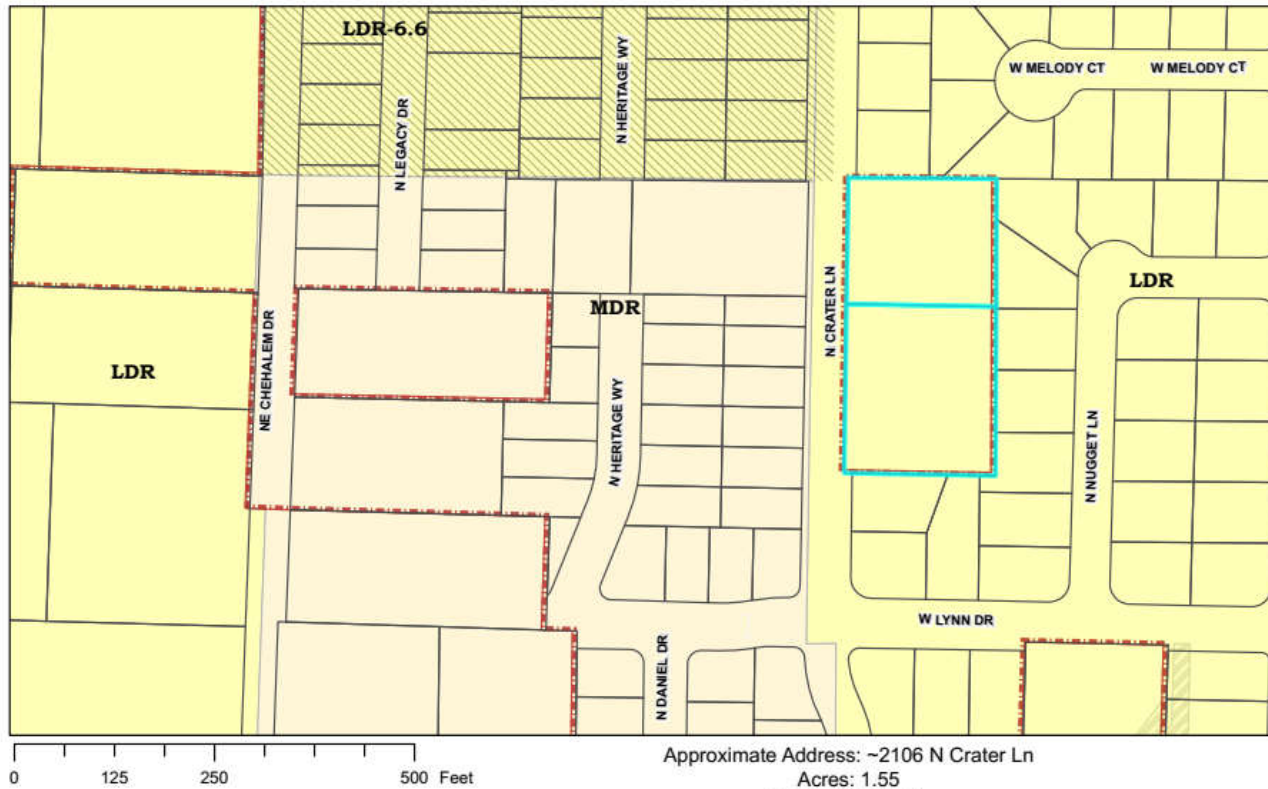
ROW? No

Stream Corridor Overlay? No





County Enclave 3

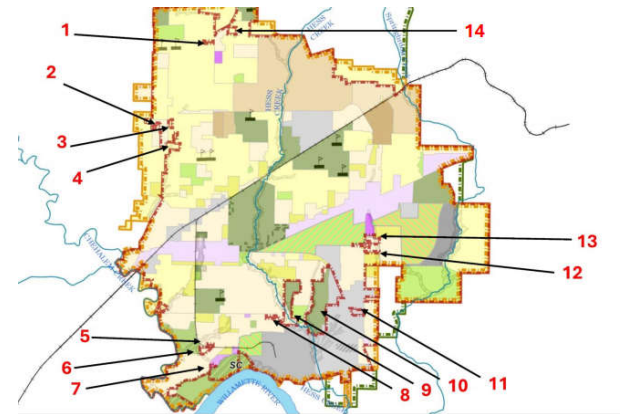


Approximate Address: ~2106 N Crater Ln

Acres: 1.55

Comp Plan: LDR

ROW? Dedication of 10' would provide 60' ROW of N Crater Ln
Stream Corridor Overlay? No





County Enclave 4

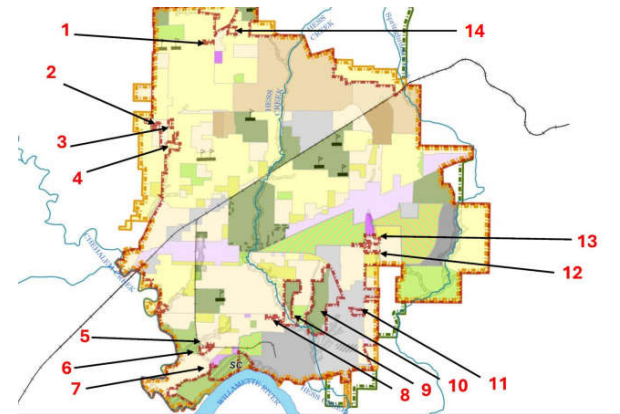


0 125 250 500 Feet



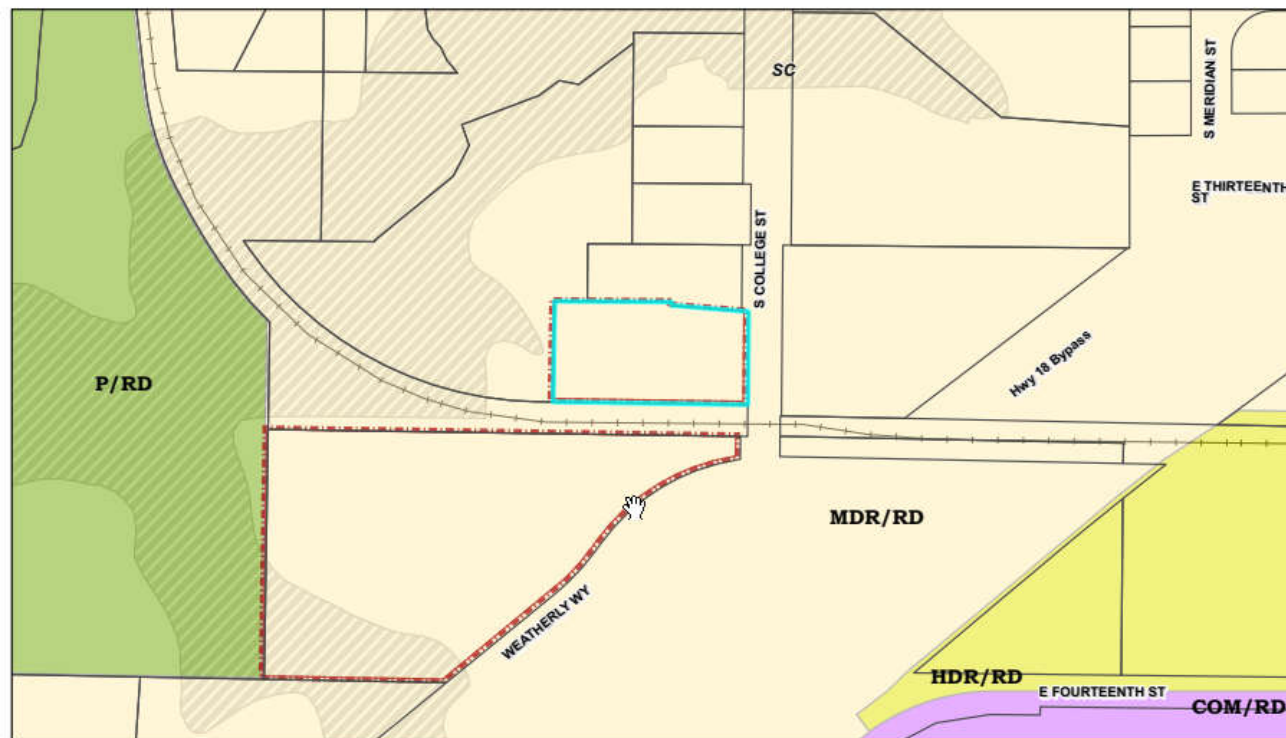
Approximate Address: 118 W Lynn Dr
Acres: 1.24

Comp Plan: LDR
ROW? Dedication of ~10' would provide 60' ROW on W Lynn Dr
Stream Corridor Overlay? Yes
Active Water Meter: 118 W Lynn Dr





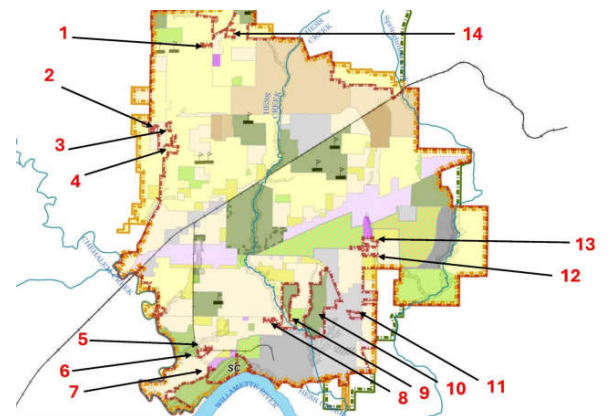
County Enclave 5



0 125 250 500 Feet



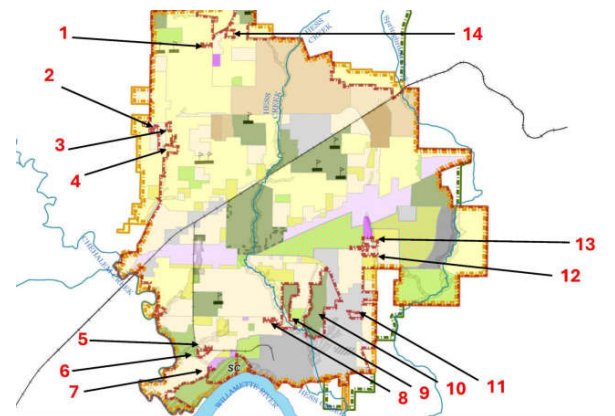
Approximate Address: 1301 S College St
Acres: 0.67
Comp Plan: MDR/RD
ROW? Fronts on County portion of College St
Stream Corridor Overlay? No
Active Water Meter: 1301 S College St



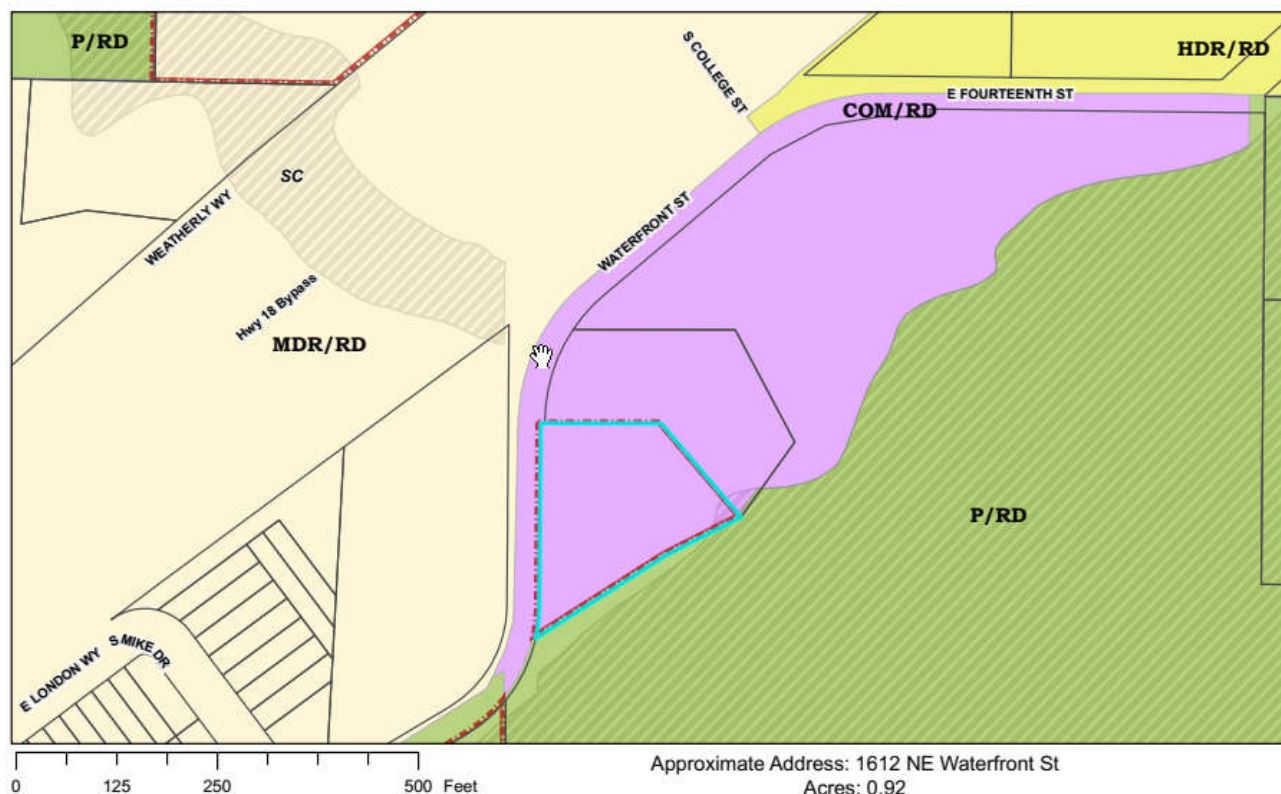
County Enclave 6



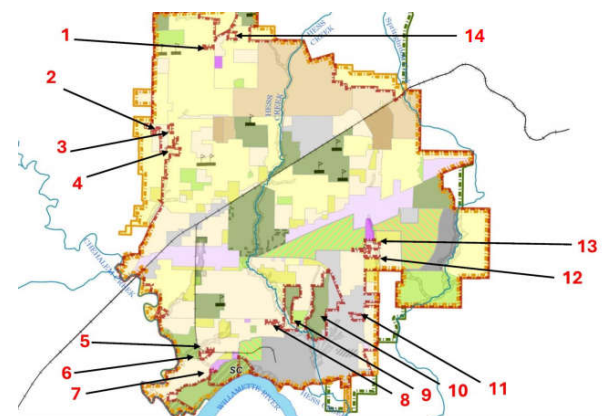
Approximate Address: 603 NE 14th ST
 Acres: 2.81
 Comp Plan: MDR/RD
 ROW? No
 Stream Corridor Overlay? Yes
 Active Water Meter: 603 NE 14th ST



County Enclave 7



Approximate Address: 1612 NE Waterfront St
 Acres: 0.92
 Comp Plan: COM/RD
 ROW? Fronts County portion of NE Waterfront St
 Stream Corridor Overlay? Yes
 Available Water Service: 1612 NE Waterfront St





County Enclave 8



Approximate Address: 917 S Wynooski St

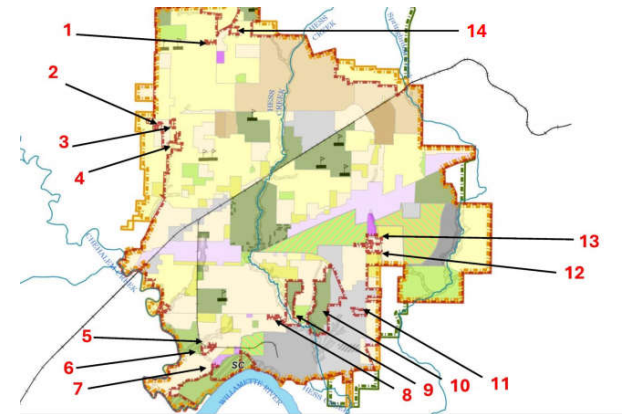
Acre: 2.33

Comp Plan: MDR/RD

ROW? Fronts County portion of S Wynooski St

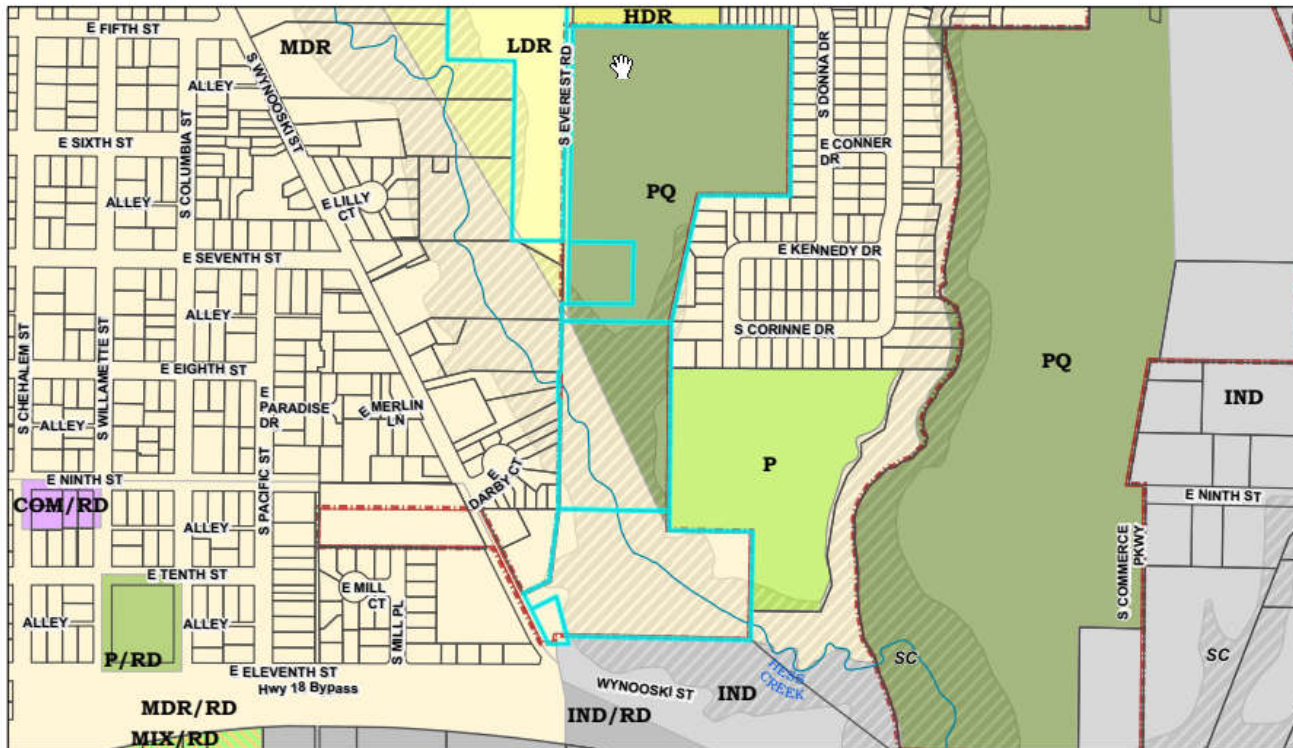
Stream Corridor Overlay? No

Active Water Meter: 917 S Wynooski St

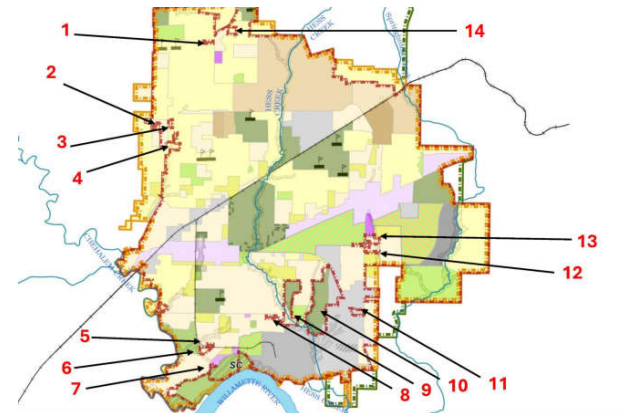




County Enclave 9

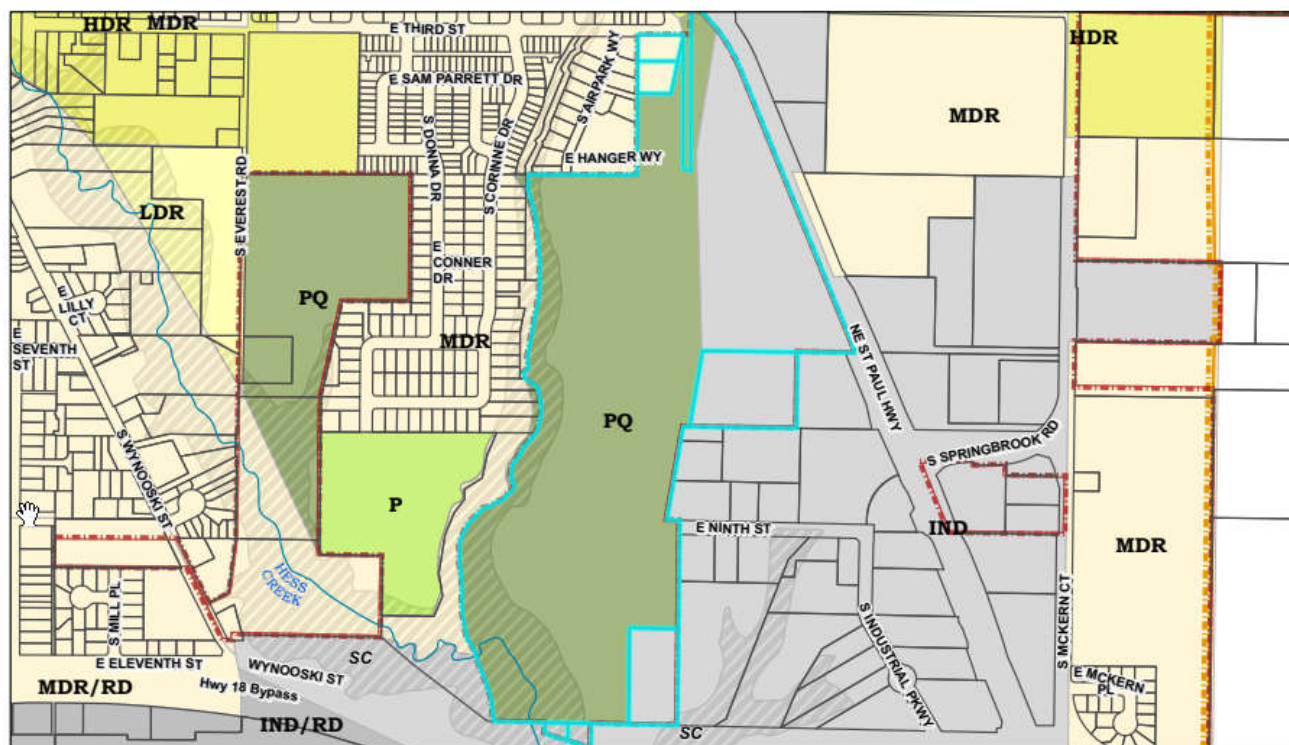


Approximate Address: ~1012 S Wynooski St
Acres: ~23.86
Comp Plan: MDR & PQ
ROW? Fronts County portion of S Wynooski St
Stream Corridor Overlay? Yes
Active Water Meter: 1012 S Wynooski St
500 S Everest St

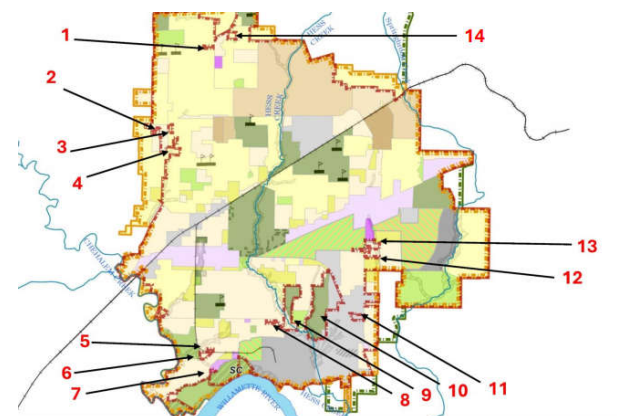




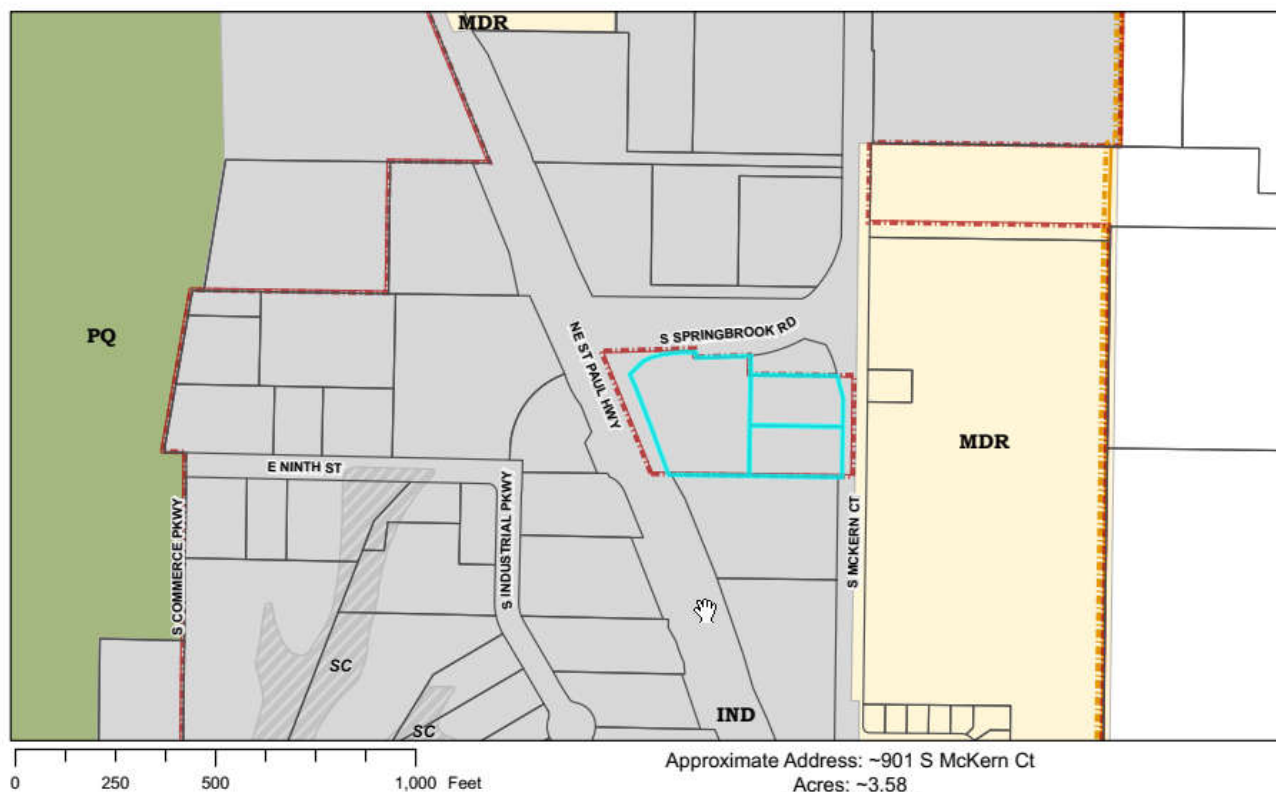
County Enclave 10



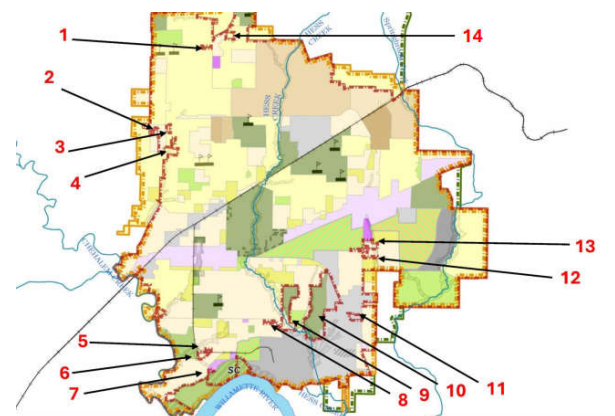
Approximate Address: ~504 Airpark Way
 Acres: ~60.37
 Comp Plan: MDR, PQ & IND
 ROW? Includes 40' ROW (Airpark Way)
 Stream Corridor Overlay? Yes
 Active Water District Meter at North end



County Enclave 11

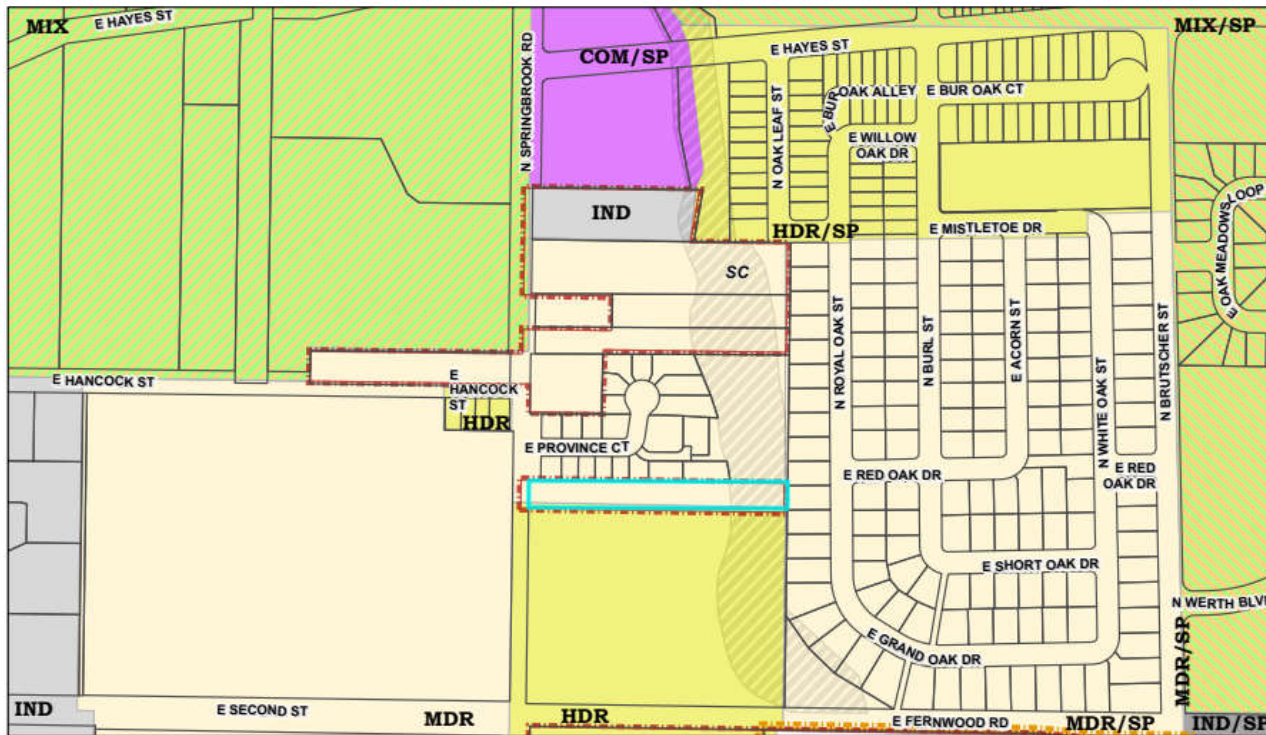


Approximate Address: ~901 S McKern Ct
 Acres: ~3.58
 Comp Plan: IND
 ROW? Yes; S McKern Ct & HWY 219
 Stream Corridor Overlay? No
 Active Water Meter: 832 Wilsonville Rd





County Enclave 12



0 250 500 1,000 Feet

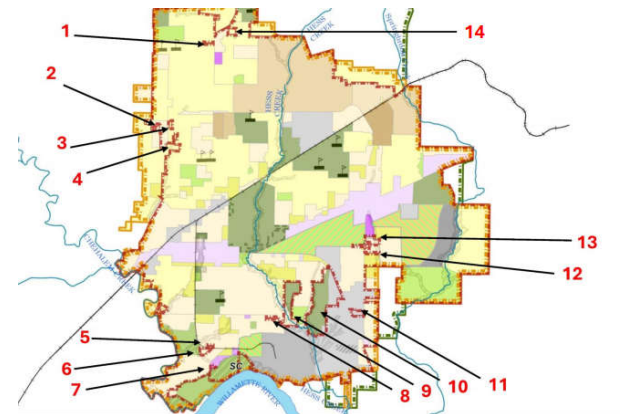
Approximate Address: 100 N Springbrook Rd

Acres: ~0.97

Comp Plan: MDR

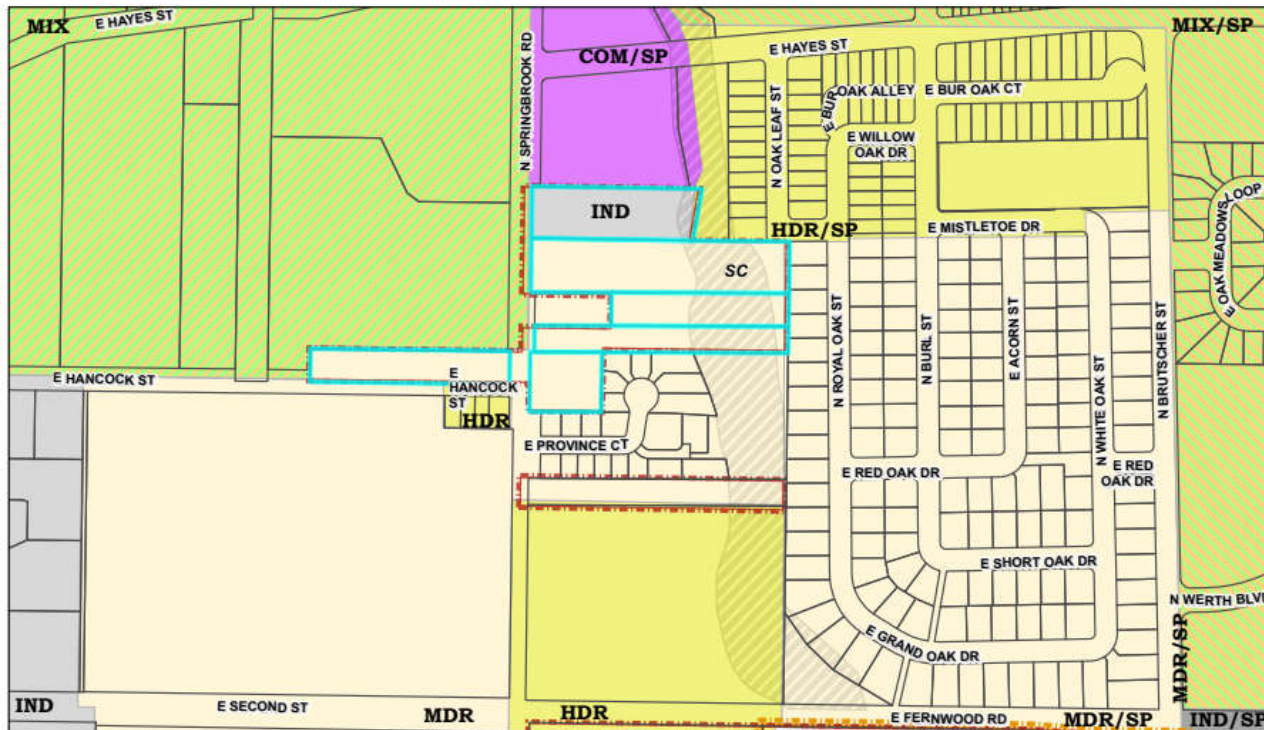
ROW? Yes; N Springbrook Rd

Stream Corridor Overlay? Yes

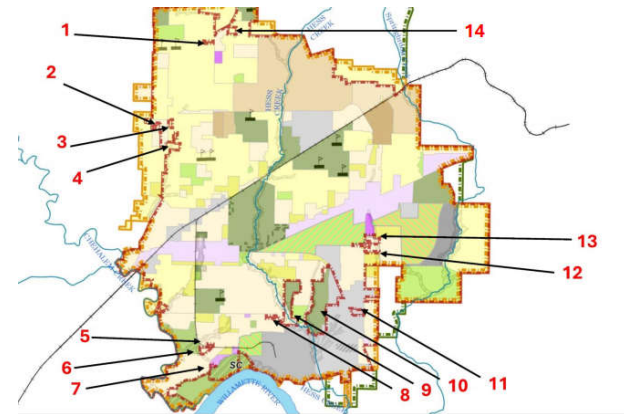




County Enclave 13

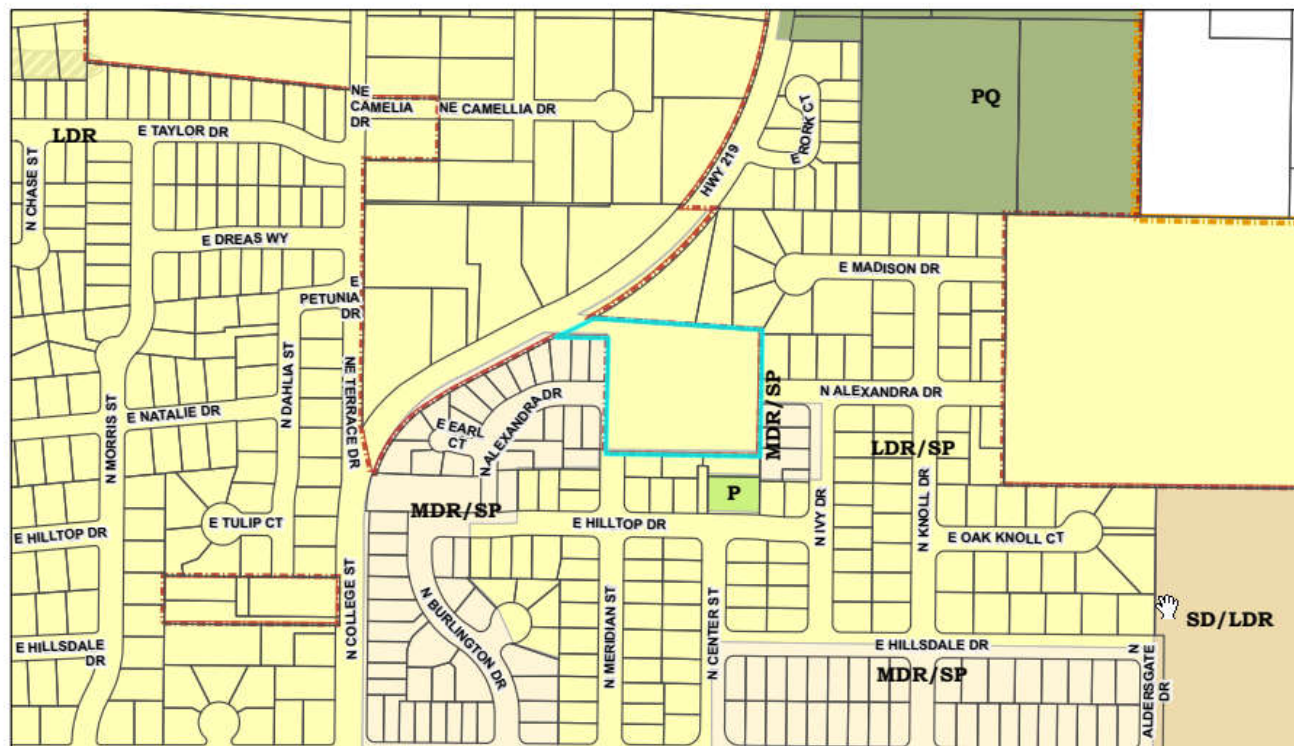


Approximate Address: 100 N Springbrook Rd
 Acres: ~6.79
 Comp Plan: MDR
 ROW? Yes; N Springbrook Rd & E Hancock St
 Stream Corridor Overlay? Yes
 Active Water Meter: 116 N Springbrook Rd
 204 N Springbrook Rd
 212 N Springbrook Rd





County Enclave 14



0 250 500 1,000 Feet

Approximate Address: 3720 N College St

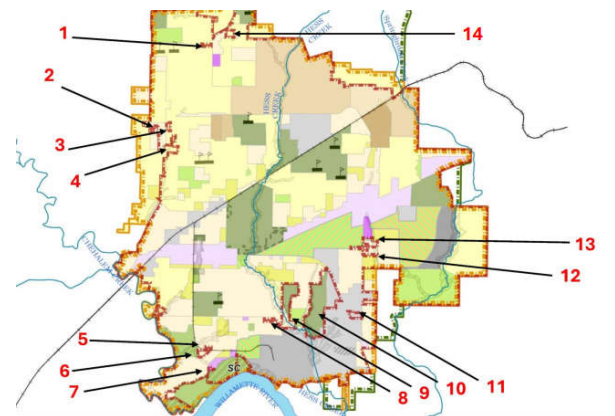
Acres: 2.82

Comp Plan: LDR

ROW? No

Stream Corridor Overlay? No

Active Water Meter: 3720 N College St



City Finance Considerations

What City Fees Appear on the Municipal Services Bill?

- Public Safety Fee = \$4.28/month
- Communication Officer Fee = \$2.59/month
- Transportation Utility Fee = \$5.62/month

**for the average single-family home



By ordinance, these fees are only charged to city residents because they are city fees and cannot be charged to county residents in Newberg.

County residents do not utilize our public safety services in the same way as city residents



For the [TUF charge](#), the NMC states:

“A transportation utility fee is imposed upon the responsible part of all developed property within the corporate limits of the City of Newberg”

For the [PSF charge](#), the NMC states:

“A reasonable connection between those who need, use or are likely to need or use the service, and those who are charged the fee”

For the [COF charge](#), the Order states:

“Will be charged per residential meter equivalency (RME) per month on all water meters within the city of Newberg”



Can we legally charge these fees to county residents within Newberg if they connect to our water in any manner?

Miller Nash to lean in on this

Discussion

- No decision tonight –
- Provide direction on whether City Council wants to study this topic further.