City Council
September 21st, 2026
6:00pm
Newberg Public Safety Building 401 E. Third Street
Denise Bacon Community Room
Online: https://us06web.zoom.us/j/89536547180
Public Comment Registration

View Slides

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1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Public Comments**
5. **Municipal Flagpole Maintenance Procedure***
   - **5.1.** Resolution 2026-4049*
   - **5.2.** Exhibit A: Flagpole Maintenance Procedure*
6. **Proclamation**
   - **6.1.** Virginia Garcia Proclamation
7. **City Manager Report**
   - **7.1.** Presentation
8. **Consent Calendar**
   - **8.1.** Janitorial Services Contract
   - **8.2.** De-Annexation Legal Description Change
     - **a.** Exhibit A: Map and Legal Descriptions
     - **b.** Exhibit B: Department of Revenue Preliminary Approval 36-P20-2026
   - **8.3.** Authorization to initiate Geotechnical Work on the Springbrook Wastewater Line
     - **a.** Exhibit A: Keller Engineering Springbrook Road Sewer Main Improvement Investigation
   - **8.4.** Colina Trail Memorandum and Temporary Easement
     - **a.** Exhibit A: Bridge Pathway Extension Memorandum of Understanding
     - **b.** Exhibit B. Public Easement- Bridge Pathway Extension
9. **Continued Business**
   - **9.1.** Exemptions to Competitive Bidding for the Wastewater Treatment Plant Upgrades
     - **a.** Exhibit A: Findings for Exemption
     - **b.** Presentation
   - **9.2.** River Street Ad-Hoc Committee Recommendations
     - **a.** Attachment 1: River Street Ad-Hoc Committee Minutes July 16, 2026

- **b.** Attachment 2: River Street Plan 4 (Talt Plan)
- **c.** Attachment 3: River Street Ad-Hoc Committee Minutes August 18, 2026
- **d.** Attachment 4: Concrete Intersection Information
- **e.** Attachment 5: River Street Tree Program

10. New Business

- **10.1.** Housing Planning Assistance Grant
- **10.2.** One-Time Urban Growth Boundary Amendment Update
  - **a.** Attachment 1: Fernwood Village Application Materials
  - **b.** Attachment 2: Fernwood Village Legislative Process Request
  - **c.** Attachment 3: Veritas Crossing Application Materials
  - **d.** Presentation
- **10.3.** Vacation Rental Program Update
  - **a.** Presentation
  - **b.** Written Comment*

11. **Adjournment**

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

*Indicates a supplementary item

REQUEST FOR COUNCIL ACTION

Date Action Requested: (September 21st, 2026)

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐ No. 2026-4049	
Subject: A Resolution creating a new procedure for materials left behind after protests and vigils at municipal flagpoles	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:

If it is the will of council they could approve Resolution 2026-4049 via a motion that could be formed in this way – "I move that we approve Resolution 2026-4049".

Executive Summary:

Following the assassination of Charlie Kirk a conservative memorial was attached to the main Newberg City flagpole. Following this memorial several protests have occurred connected to ICE operations that many in the community deem unlawful and heavy-handed.

These protests have also left material attached to the flagpole.

After these events staff have been inundated with requests that these materials not be allowed to stay at or upon municipal flagpoles after the conclusion of lawful protests or gatherings protected by the 1st amendment of the US Constitution.

The CM (who was faced with having to deal with the philosophical and physical fallout of these protest materials) instituted an informal policy that they could remain in place for 30 days after being affixed. It was the CMs hope that council would be able to act to assist with a more formal policy around this issue.

While the subject was raised at the last Council meeting (while the CM was on vacation) it proved contentious, and nothing was resolved at that session. The CM and his staff need to have clear direction on this issue to be able to handle this from a practical perspective. The CM was unwilling to suggest a change in our procedures while a protest display was ongoing out of respect to all members of the community. The CMs objective is not to seek to abrogate residents first amendment rights.

At this time there is no vigil or protest materials affixed to the flagpole of either political persuasion. Therefore, in light of the many complaints that have been raised recently and at the time of the Charlie Kirk vigil the CM feels that the time has come to change our flagpole memorial procedures.

The CM finds it regretful that this sequence of events took place as it once again highlights the deep divisions in our lovely city and in the great nation he moved to as a young man seeking a better life.

The CM proposes a more formal clean up procedure - see Exhibit A.

If council disagrees with this procedural suggestion staff respectfully asks that they make their will known at the meeting and create a new procedure. The honorable mayor felt that this matter was best dealt with sooner rather than later.

Fiscal Impact: A few hours of staff time to clean or tidy the flagpole.

Council Goals:

A: Ensure Newberg infrastructure (roads, water, city employees) is in good repair and supply. Effective maintenance of all our infrastructure is critical to this objective.

RESOLUTION NO. 2026-4049

A Resolution proposing an alternate procedure for cleaning and maintaining municipal flagpoles and their vicinity after demonstrations or vigils.

Recitals:

1. On September 10th 2025 Charlie Kirk was assassinated leading to a vigil and materials being left at the main Newberg municipal flagpole.

2. In 2025 ICE operations increased dramatically in intensity and scope nationwide.

3. In 2026 several ICE protests occurred at the municipal flagpole leaving material behind.

4. For want of a relevant municipal code or procedures the CM instituted a 30-day cleanup notification policy.

5. Following continuing acrimony and dispute the CM proposes a new procedure for dealing with materials left behind by vigils and protests. He does so from a strictly non-partisan and practical perspective.

The City of Newberg Resolves as Follows:

1. To approve Resolution 2026-4049 to create a new procedure for cleaning and maintaining Municipal flagpoles after vigils and protests.

Effective Date of this resolution is the day after the adoption date, which is: September 22nd, 2026.
Adopted by the City Council of Newberg, Oregon, this 21st day of September, 2026.

_____
Rachel Thomas, City Recorder

Attest by the Mayor this 21st day of September 2026.

_____
Bill Rosacker, Mayor

September 21, 2026

RE: Municipal Flagpole Maintenance Procedure

Situation
From time-to-time vigils or protests may occur at Municipal flagpoles owned by the City of Newberg. These may result in materials affixed to the flagpole or in its nearby vicinity. These materials may have been left behind after the end of a protest or vigil.

These materials must be removed so as to keep the flagpole and nearby area in a tidy and operational state.

Tidying materials left behind after protests and vigils is a non-political action that does not limit (or seek to limit) any person's right to exercise their 1st amendment rights.

Execution
If materials are left behind in the vicinity of a municipal flagpole for any reason this will be reported to the City Manager or to the Public Works Director.

As soon as it is practical within the normal workflow of Public Works staff operations (usually within 48 hours during the work week) the following steps will occur:

1. Public Works maintenance staff will be assigned to remove any materials and clean the flagpole.

2. Only official Public Works staff will have the duty to remove materials or conduct cleanup. So (by way of example) senior management or staff from other departments shall not remove any materials left behind after protest or vigils.

3. Any materials that have been collected will be conveyed to the Public Works yard where they will be held for two working days to allow owners to claim their materials should they so desire.

4. After two working days have elapsed the materials will be disposed of.

Neither Public Works staff nor city staff more generally shall be responsible for any loss or damage to materials left behind at our municipal flagpoles or their nearby environs.

Questions about retrieval of materials can be directed to:

Public Affairs publicaffairs@newbergoregon.gov

From there they will be routed to the correct department for fulfillment.

Questions About This Procedure
Questions about this procedure can be directed towards the City Manager (in Oregon the City Manager is a non-political administrator who serves at the pleasure of City Council).

REQUEST FOR COUNCIL ACTION

Date Action Requested: August 17th, 2026

Order ☐ Ordinance ☐ Resolution ☐ Motion ☐ Information ☐ Proclamation ☒	
Subject: A proclamation honoring Virgina Garcia Memorial Health Center Newberg	Staff: Department: Administration
Business Session	Order On Agenda: Proclamation

Is this item state mandated? Yes ☐ No ☐

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

Recommendation: Make a proclamation honoring Virginia Garcia Memorial Health Center.

Executive Summary: Every year, National Health Center Week is observed in August to celebrate the vital role community health centers play in improving the health and well-being of communities across the country. Across the nation, there are over 1,500 health centers that serve 52 million patients every year. Virginia Garcia has been providing health and dental care to Yamhill County since 1975, this proclamation is a meaningful way to recognize the impact of this community health center and the dedication of the Virginia Garcia care teams.

PROCLAMATION HONORING VIRGINIA GARCIA MEMORIAL HEALTH CENTER

WHEREAS, Community health centers are a cornerstone of our nation's health care system, and the primary source of care for millions of Americans, providing high-quality, affordable, comprehensive primary and preventive health care regardless of a person's income, insurance status, or background. They improve health outcomes, reduce health care costs, and ensure that care is available where it is needed most, particularly in rural and underserved communities; and

WHEREAS, Since 1975, Virginia Garcia Memorial Health Center has provided high-quality, comprehensive, and culturally appropriate primary health care to the communities of Washington and Yamhill counties, with a special emphasis on migrant and seasonal farmworkers and others who face barriers to receiving health care; and

WHEREAS, The Newberg Wellness Center exemplifies Virginia Garcia's commitment to expanding access to care by offering medical, dental, pharmacy, behavioral health, wellness, and patient support services in one convenient location. Serving more than 2,000 patients each year, the center provides compassionate, respectful care for individuals and families at every stage of life, strengthening access to healthcare for Newberg residents and surrounding rural communities; and

WHEREAS, As Yamhill County experiences continued population growth, including a growing number of older adults and Medicare beneficiaries, expanding access to high-quality, affordable health care remains essential. Virginia Garcia plays a critical role in strengthening rural health and increasing access to medical, dental, behavioral health, and pharmacy services in our community; and

WHEREAS, The City of Newberg recognizes and values its partnership with Virginia Garcia Memorial Health Center in advancing public health, improving access to care, supporting rural communities, and ensuring that every resident can live a healthier life; and

NOW, THEREFORE, I, BILL Rosacker, Mayor of the City of Newberg, Oregon, do hereby recognize and honor Virginia Garcia Memorial Health Center for 51 years of dedicated service to Yamhill County. I commend its physicians, nurses, dentists, behavioral health providers, pharmacists, staff, volunteers, board members, and community partners for their unwavering commitment to improving the health of our region.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Newberg to be affixed on this 21 day of September 2026.

_____

Bill Rosacker, Mayor

REQUEST FOR COUNCIL ACTION

Date Action Requested: (September 21st, 2026)

Order ☐ Ordinance ☐ Resolution ☐ Motion ☐ Information ☒ Proclamation ☐	
Subject: CM narrative for July and August 2026 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 July and August of 2026. I have added some statistics also due to missing a council meeting.

Fiscal Impact: All were conventionally budgeted items.

Council Goals:
Goal 4: Create and maintain a high level of transparency with our residents in order to build trust.
O1: Expand communication outreach in regard to regular city events and additional involvement with city businesses by the end of 2026.

Newberg CM report

Monthly Events for August and September

Cos I had a vacation !

Community Development

- Received IGA for Housing Capacity Analysis from State after 7 months of waiting
- Completing final steps for de-annexation of property in SW corner of city approved by Council
- Two applications for SB1537 UGB Expansion were received by July 31st Currently verifying eligibility
- Facilitating Permit Workflow Reviews with all departments
- More Apartments are coming soon - 48 units (including the West Branch development at Springbrook and Hays)

Community Engagement Activities

- Connected with International Association for Public Participation to boost comms connections! (Shout out to PIOs Matt and Pat in Albany and Corvallis)
- Developed training materials to bring staff up to date on Web Content Accessibility Guidelines
- Worked with several departments on messaging about phone line outages, evening road work, upcoming road closures, water quality questions, and phishing scams!
- Worked with City Recorder to produce messaging for Volunteer Committee Recruitment

CE / CR
Attended GFU's Welcome Weekend Community Fair alongside the Library!

Go Bruins!

City Recorder

- Welcomed the Middle School delegation from our sister city in Asago City, Japan
- Began a grant funded survey of midcentury modern properties in Newberg for consideration for the historic resource inventory.
- The City Recorder stepped in as Acting City Manager for 2.5 weeks - and she rocked it!
- Fielded a high number of Public Records Requests.
- Began work with a new digital records management platform - Laserfiche to enhance public search

NDPD had an exceptionally busy last few summer months, for example in July this amount of output occurred:

- Traffic Stops 819
- Traffic Citations 416
- Written Warnings 181

- 911 Call 865
- Non-Emergency Calls 3492

A massive amount of public safety being generated!

More NDPD happenings

- K9 Ike located a hiding subject inside an old boat with the help of the department drones.
  The subject was taken into custody without incident

- Generous community donation of $19,000 will fund our new police K9. Thank you Gino and Ona Harrison

Capital Engineering

- Inflow and Infiltration Lateral Repair Project
- The installation of a few necessary clean outs has been completed and crews ae currently lining the laterals. The project completed on time and slightly under budget.
- Lead by the City Engineer CIP meetings for 2026 have occurred in line with the new biennium cycle. Many more projects were debated across the departments than we can afford a shortlist has been prepared for council and budget committee consideration

Stormwater Master Plan Update – Phase 2:

- Currently working to update and verify the hydrology to account for growth in the city over the last several years

Finance

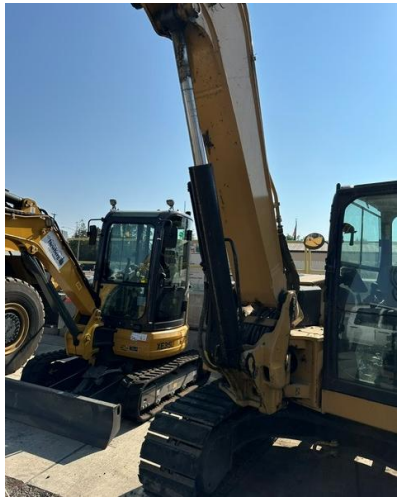
- Work has begun for the FY2026 audit
- Began Request for Proposal for Legal Services (bids open September 4)
- Preparation for multi-departmental CIP meeting - finance developed the available cash target from the rates model
- Beginning stages for preparing new financial forecast and rolling forward templates in Opengov for biennial budget
- CIS Trust $635,408.86 (Annual Insurance Renewal) slight decrease from last year's premiums we are running in the top tier of cities in Oregon with an experience modifier running at about 0.8 !!

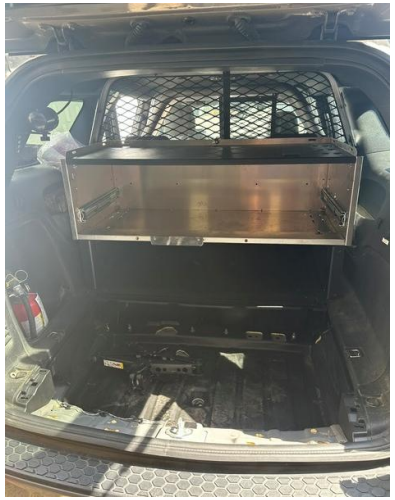
HR world

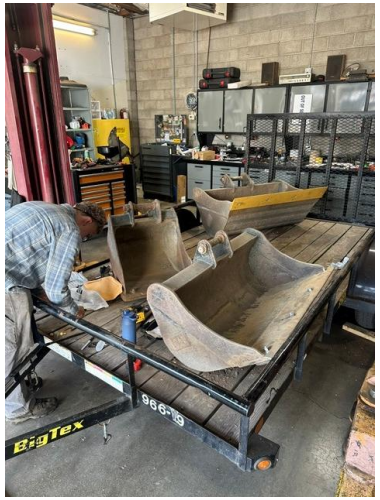
- HR collaborated with Dave Brooks to put on a Lunch and Learn about the NDPD Drone Team Operations
- HR is coordinating with CIS regarding open enrollment, and our CIS Benefits Representative has agreed to present a live webinar for employees to hear about their benefit options for 2026 open enrollment. **More details to come!**
- For July Running Recruitments were 3 (Utility Technician I – Water Crew, Entry Level Fleet Maintenance Technician, Entry Level 911 Communications Officer)

Public Works Maintenance - Fleet - August

- Police Vehicles Preventative Maintenance Services and Repairs
- School District Truck Oil Leak
- Public Works Maintenance Vehicles Preventative Maintenance Services and Repairs
- Rotate Blades on Buckets for Mini Excavator
- 308 Mini Excavator Boom Cylinder Replacement







Public Works Operations - Water/Wastewater - August

- Repair Wastewater Clarifier Scum Pipe Assembly
- Clean Sludge Storage Tank & Diffusers, also Removed Bad Swing Check
- Replace Composter Con 8-05 Speed Sensor
- Replace Con 8-03 Micro Switch
- Repair WTP Hypochlorite Pump 1 Leak
- 12 Oil Changes (various locations)

Cleaned Sludge Storage Tank (SST)

Public Works Maintenance - Water - August

- Investigations & Repairs for Valves

- Valve Locating and Can Adjustments

Public Works Maintenance - Streets - August

River St. Tree Removal
between 4th & 5th

Thermo Replacement
at 2nd & Main

Public Works Maintenance - Sewer/Storm - August

- Water Quality Pond Cleaning

- Catch Basin Cleaning

- Flagpole Concrete at Public Safety Building

IT

- IT has been busy this month repairing damage from a power outage that occurred at the beginning of the month.
- IT Systems Administrator Jason Dorrell has left the city in September.
- Jason began working for the City in 2013 as an Information Technician 1 and was promoted to Systems Administrator in 2022.
- Unfortunately for us his spouse got a smashing new job out of state - We wish Jason the best while he finds his next adventure in Montana!

Library Events

- The library hosted an event for our Japanese exchange students and their American counterparts again this year (see pic next slide).
- The first Youth Art Show at the library was a big success! One hundred and fifty people showed up to support our young artists and vote in the People's Choice Awards.
- The Summer Reading Program had another successful year with a total participation (babies thru adults) of 2,264 people.

Japanese Exchange program kids at the Library

More on Library Summer Reading

- This summer there were 3,801 mascot finds out at Newberg downtown businesses, and inside the library, a Summer program over 20 years old encouraging families to visit local shops.
- This summer 34 Teen Service Club members showed up to staff the Summer Reading registration table during our busiest times, and they were fantastic! Kids these days are amazing.

So that’s it for the summer of 26 !

As you can see, residents’ tax dollars have been hard at work as usual.

Questions?

REQUEST FOR COUNCIL ACTION

Date Action Requested: September 21, 2026

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐ No. 2026-4043	
Subject: Janitorial Services Contract	Staff: Danette Hilton Department: Facilities / Engineering
Business Session	Order On Agenda: Consent
Hearing Type: Administrative	

Is this item state mandated? Yes ☐ No ☒

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

Recommendation:
Award the Janitorial ITB to Cascade Building Services as a 4.5-year contract for $129,553/year.

Executive Summary:
The resolution will be to authorize the City Manager to enter into a contract with Cascade Building Services for janitorial services. This will include the 9 major occupied buildings (approximately 60,000 sq ft of occupied space) and have a more synched scheduled service across the buildings.

The City of Newberg has been receiving janitorial services throughout the 9 main occupied buildings without a contract. This resulted in the 2025 year to cost the city $136,512.00; this contract would be approximately $9,000 savings year-over-year.

Approx 60,000 sq ft equates to $0.13-$0.16 per sq ft per month

History - Janitorial services have been parsed out without a contract in place, this will create more alignment for services across the 9 city buildings and allow for as needed services in some of the other areas that are not as heavily occupied. During the 12-calendar month of 2025, the City of Newberg reflected approximately $136,512 in janitorial services, this alignment has the bid contract of $129,553 for a saving of $6,959/year.

On Aug 3, 2026, an invitation for bid was initiated for a Janitorial Services Contract and received 5 bids:

- Naomis Cleaning: $348,000/year
- Del Sol Inc: $185,407/year
- CleannetUSA: $123,020/year
- Perfect Clean: $116,916.14/year
- Cascade: $129,553.00/year

Additional factors needed to be taken into consideration, to do so there were two additional data points that came to light: Monthly basis and hourly rate for additional services. This data point made it clear that three companies were very close; they are CleannetUSA, Perfect Clean and Cascade Building Services:

- Naomis Cleaning:
  - $29,000/year
  - $65/hour
- Del Sol Inc:
  - $166,947.24/year
  - $65/hour

✓ CleannetUSA:
- $123,020/year
- $24/hour

✓ Perfect Clean:
- $116,916.14/year
- $32/hour

✓ Cascade:
- $94,716/year
- $35/hour

- CleannetUSA included the quarterly cleaning in the monthly charge rate and would average $0.16/sq ft per month.
- Perfect Clean did not separate the quarterly buildings from the annual buildings and would average $0.15/sq ft per month.
- Cascade did a full breakout in the bid package that reflected an ability for the city to have 'ala cart' options and would average $0.13/sq ft per month.

Fiscal Impact: Monthly services will average $94,716/year with additional services such as window cleanings and floor scrubbing on a regular cadence to equate to a total cost of $129,553/year.

Council Goals:
Goal 4: Implement a careful and prudent fiscal policy
A: Ensure Newberg infrastructure (roads, water, city employees) is in good repair and supply

RESOLUTION NO. 2026-4043

A Resolution to authorize the City Manager to enter into a contract with Cascade Building Services for janitorial services

Recitals:

1. The City of Newberg across 9 occupied buildings/locations needs Janitorial Services. These services are for lavatory cleaning, general waste bin pickup, floor cleaning, dusting, windows, etc to maintain a healthy environment both employees and residents/visitors to these buildings. The service maintains the inventory/ordering of cleaning supplies and operates with 2-4 individuals 6-days a week to approx. 60,000 sq ft of occupied spaces.

2. Current services are being provided without a contract

3. The city issued an RFP and the winning bid is Cascade Building Services

The City of Newberg Resolves as Follows:

1. The City of Newberg resolved to sign a contract for Janitorial Services with Cascade Building Services at a yearly contract rate as broken out in the ITB for $129, 553.

2. Term of the contract is to be November 1, 2026, through June 31, 2031, with an option to renew.

Effective Date of this resolution is the day after the adoption date, which is: September 22, 2026.
Adopted by the City Council of Newberg, Oregon, this 21 day of September 2026.

_____
Rachel Thomas, City Recorder

Attest by the Mayor this _____ day of _____, 2026.

_____
Bill Rosacker, Mayor

REQUEST FOR COUNCIL ACTION

Date Action Requested: September 21, 2026

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐ No. 2026-4048	
Subject: De-annexation legal description change	Staff: James Dingwall Department: Community Development
Business Session	Order On Agenda: Consent Calendar
Hearing Type: Administrative	

Is this item state mandated? Yes ☐ No ☒

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

Recommendation: Adopt Resolution No. 2026-4048 amending Exhibit "A" of Ordinance No. 2026-2945.

Executive Summary: On July 20, 2026, City Council adopted Ordinance 2026-2945 declaring Yamhill County tax lots 3230B 02300, 3230B 06000, 3230B 06100, and 3230 01400 detached from the City. When the City approves a boundary change, the proposed change is submitted to the Oregon Department of Revenue for approval to be reflected on the tax roll for the upcoming year. This approval includes review of legal descriptions and maps for use with adopted ordinances. In its preliminary approval process which followed Council's adoption of Resolution NO. 2026-2945, the Department of Revenue required an updated map to be submitted for final approval. Resolution No. 2026-4048 amends Exhibit "A" of Ordinance No. 2026-2945 to include the updated map and legal description documents preliminarily approved by the Department of Revenue.

Fiscal Impact: N/A

Council Goals: N/A

Attachments:
Exhibit "A" - Map and Legal Descriptions
Exhibit "B" – Department of Revenue Preliminary Approval DOR 26-P20-2026

RESOLUTION NO. 2026-4048

A Resolution amending Exhibit "A" of Ordinance No. 2026-2945 to include an updated map with legal descriptions.

Recitals:

1. Whereas, on July 20, 2026 the Newberg City Council adopted Ordinance 2026-2945 declaring Yamhill County tax lots 3230B 02300, 3230B 06000, 3230B 06100, and 3230 01400 detached from the City and incorporating Exhibit "A" containing maps and legal descriptions for the detached properties.

2. Whereas, the Oregon Department of Revenue approves boundary changes adopted by the City of Newberg.

3. Whereas, the Oregon Department of Revenue issued Preliminary Review Approval DOR 36-P20-2026 requiring updated maps and associated legal description of the detached properties.

The City of Newberg Resolves as Follows:

1. Exhibit "A" of Ordinance No. 2026-2945 is hereby amended to remove the included map and legal description adopted on July 20, 2026, and adopt and incorporate the map and legal description included as Exhibit "A" of this resolution.

2. Exhibit "A" is hereby adopted and by this reference incorporated.

Effective Date of this resolution is the day after the adoption date, which is: September 22, 2026.
Adopted by the City Council of Newberg, Oregon, this 21st day of September, 2026.

_____
Rachel Thomas, City Recorder

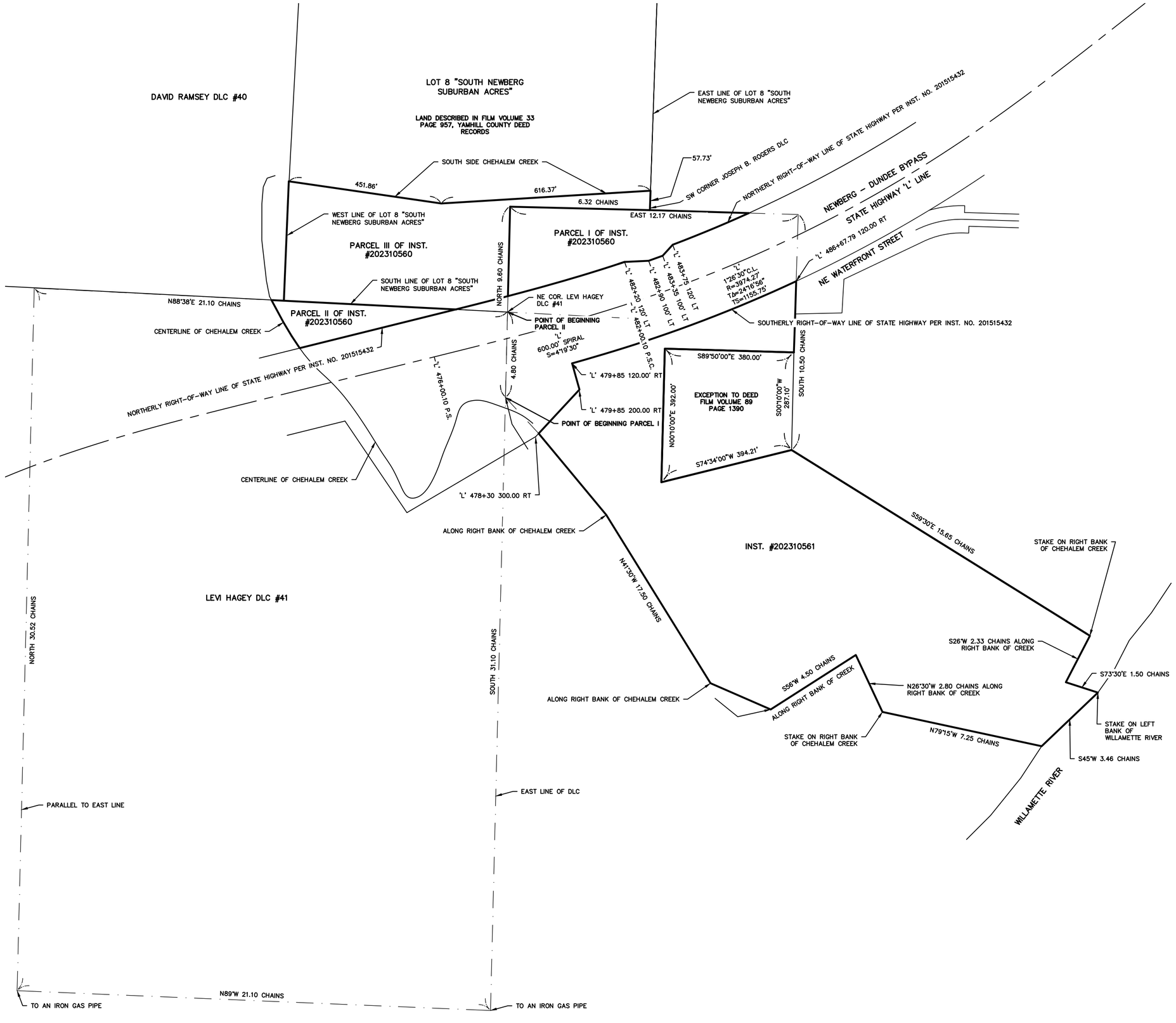
Attest by the Mayor this _____ day of September, 2026.

_____
Bill Rosacker, Mayor

DEED MAP

LOCATED IN SECTION 30,
T. 3 S., R. 2 W., W.M.,
YAMHILL COUNTY, OREGON

1835 WATERFRONT ST
NEWBERG, OREGON
R323001400



NOTE: THIS MAP WAS DRAWN FROM RECORD DEED AND RECORD SURVEY DATA. DIMENSIONS, LINEWORK, AND ANY OTHER DATA SHOWN HEREON IS SUBJECT TO CHANGE AFTER A FULL SURVEY IS DONE.

PREPARED BY:
TerraCalc
Land Surveying Inc.
1615 N.E. Miller Street
McMinnville, OR 97128
(503) 857-0935
www.Terra-calc.com

Launa Jeffery and John A. Jeffery, Grantor
2090 Crest Drive
Lake Oswego, Oregon 97034

Launa Jeffery and John A. Jeffery, Trustees of the John and Launa Jeffery Trust u/i/d November 16, 2023, Grantee
2090 Crest Drive
Lake Oswego, Oregon 97034

After Recording, return to: Valerie I. Kirkendall, Attorney
9250 S.W. Tigard St.
Tigard, Oregon 97223

Until requested otherwise, send all tax statements to:
Larry D. Christenson
16107 SE Wallace Road
Dayton, Oregon 97114

FOR RECORDING PURPOSES

OFFICIAL YAMHILL COUNTY RECORDS
KERI HINTON, COUNTY CLERK

202310560

00662671202300105600030033

$91.00

11/20/2023 10:55:21 AM

DMR-DDMR Cnt=1 Stn=1036 DAVISM
$15.00 $5.00 $11.00 $60.00

BARGAIN AND SALE DEED – STATUTORY FORM

Launa Jeffery and John A. Jeffery, hereinafter called Grantor, CONVEYS TO Launa Jeffery and John A. Jeffery, Trustees, or the survivor, or in the event of a vacancy in the office of Trustee, the successor Trustee of the John and Launa Jeffery Trust u/i/d November 16, 2023, hereinafter called Grantee, their undivided interest in the following real property in the situated at 1835 NE Waterfront Street, Newberg, in Yamhill County, State of Oregon, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF.

The true and actual consideration paid for this conveyance is $0.00. Trust is for benefit of Grantors.

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DATED: November 16, 2023

Launa Jeffery

John A. Jeffery

STATE OF OREGON)
)ss.
County of Washington)

This instrument was acknowledged before me on November 16, 2023, by Launa Jeffery and John A. Jeffery, Grantors.

OFFICIAL STAMP
VALERIE KIRKENDALL
NOTARY PUBLIC - OREGON
COMMISSION NO. 1026627
MY COMMISSION EXPIRES JULY 25, 2026

NOTARY PUBLIC FOR OREGON

EXHIBIT "A"
Legal Description

ALL OF THE FOLLOWING DESCRIBED PROPERTY LYING NORTHERLY OF THE STATE HIGHWAY as awarded in Stipulated General Judgment in Yamhill County Circuit Court Case 14CV07218, and recorded September 29, 2015 as Instrument No. 201515432:

PARCEL I:

Beginning at a stake on the right bank of Chehalem Creek and on the East line of the Levi Hagey Donation Land Claims No. 41 and No. 61 in Township 3 South, Ranges 2 and 3 West of the Willamette Meridian, Yamhill County, Oregon, 4.80 chains South of the Northeast corner of said Claim, from which a cedar 36 inches in diameter bears South 40° West 100 links distant and a maple 6 inches in diameter bears North 40° West 82 links distant; thence North on the East boundary of said Claim (intersect the left bank of said Creek at 0.18 of a chains, intersect the Northeast corner of the Hagey Donation Land Claim at 4.80 chains) 9.60 chains to a stake from which a maple tree 8 inches in diameter bears South 1° West 64 links distant and a maple 6 inches in diameter bears North 89° East 45 links distant; thence East (at 6.32 chains intersect the Southwest corner of the Joseph B. Rogers Donation Land Claim) 12.17 chains to a stake on the South boundary of said Rogers Claim from which a fir 8 inches in diameter bears North 38°30' West 53 links distant and a fir 6 inches in diameter bears North 52° East 47 links distant; thence South 10.50 chains to stake from which a maple 6 inches in diameter bears North 40° East 92 links distant; thence South 59°30' East (at 15.50 chains intersect Chehalem Creek) 15.65 chains to a stake on the right bank of Creek from which an ash tree 4 inches in diameter bears South 83' West 10 links distant; thence South 26° West along right bank, 2.33 chains to stake from which an ash 10 inches in diameter bears North 42° East 60 links distant; thence South 73°30' East 1.50 chains to a stake on the left bank of the Willamette River from which an ash 24 inches in diameter bears North 70° East 18 links distant; thence South 45° West along left bank 3.46 chains to a stake from which a balm tree 24 inches in diameter bears North 60° East 29 links distant; thence North 79°15' West 7.25 chains to stake on right bank of Chehalem Creek from which a maple 24 inches in diameter bears South 30° West 13 links distant; thence meandering the right bank of said Creek as follows: North 26°30' West 2.80 chains; South 56° West 4.50 chains; North 41°30' West 17.50 chains to the place of beginning.

SAVE AND EXCEPT THEREFROM the following described tract: Beginning at a point on the South line of the Joseph B. Rogers Donation Land Claim in Section 30, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon; said beginning point being South 89°50' East 436.26 feet from the Southwest corner of said Rogers Claim and being also the most Northerly Northeast corner of that tract conveyed and described in Book 188, Page 104 of Yamhill County Deed Records; thence South 00°10' West along the East line of said tract, 405.9 feet to an iron pipe at the TRUE POINT OF BEGINNING; thence South 00°10' West 287.10 feet to an iron pipe; thence South 74°34' West 394.21 feet to an iron pipe; thence North 00°10' East 392.0 feet to an iron pipe; thence South 89°50' East 380.0 feet to said true point of beginning.

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PARCEL III:

That portion of Lot 8, SOUTH NEWBERG SUBURBAN ACRES which lies South of Chehalem Creek and being a part of the land described in contract dated November 6, 1963 and recorded November 18, 1963 in Film Volume 33, Page 957, Deed and Mortgage Records, between Harold H. Miller and Martin VerMulm, in Yamhill County, Oregon.

Launa Jeffery and John A. Jeffery, Grantor
2090 Crest Drive
Lake Oswego, Oregon 97034

Launa Jeffery and John A. Jeffery, Trustees of the John and Launa Jeffery Trust u/i/d November 16, 2023, Grantee
2090 Crest Drive
Lake Oswego, Oregon 97034

After Recording, return to: Valerie I. Kirkendall, Attorney
9250 S.W. Tigard St.
Tigard, Oregon 97223

Until requested otherwise, send all tax statements to:
Larry D. Christenson
16107 SE Wallace Road
Dayton, Oregon 97114

FOR RECORDING PURPOSES

OFFICIAL YAMHILL COUNTY RECORDS
KERI HINTON, COUNTY CLERK

202310561

00662672202300105610030030

$91.00

11/20/2023 10:55:55 AM

DMR-DDMR Cnt=1 Stn=1036 DAVISM
$15.00 $5.00 $11.00 $60.00

BARGAIN AND SALE DEED – STATUTORY FORM

Launa Jeffery and John A. Jeffery, hereinafter called Grantor, CONVEYS TO Launa Jeffery and John A. Jeffery, Trustees, or the survivor, or in the event of a vacancy in the office of Trustee, the successor Trustee of the John and Launa Jeffery Trust u/i/d November 16, 2023, hereinafter called Grantee, their undivided interest in the following real property in the situated at 1835 NE Waterfront Street, Newberg, in Yamhill County, State of Oregon, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF.

The true and actual consideration paid for this conveyance is $0.00. Trust is for benefit of Grantors.

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DATED: November 16, 2023

Launa Jeffery

John A. Jeffery

STATE OF OREGON)
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County of Washington)

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Boundary Change Preliminary Review

DOR 36-P20-2026

Cadastral Information Systems Unit
PO Box 14380
Salem, OR 97309-5075
fax 503-945-8737
boundary.changes@dor.oregon.gov

James Dingwall
City of Newberg
Planning and Building Dept.
P.O. Box 970
Newberg OR 97132

August 3, 2026

Documents received: 5/13/2026, 7/22/2026, 7/30/2026
From: James Dingwall

This letter is to inform you that the Description and Map for your planned Withdraw territory from the City of Newberg (ORD No 2026-2945
PLNG-25-43) in Yamhill County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Yamhill County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

You have 3 minor errors that would need to be fixed before the final:
1) Parcel 1 has South 73°30' East but the map shows S73°30'W, they need to match.
2) Parcel 2 We would like you to add the DLC numbers to the map.
3) Parcel 3 you are useing a Film Volume & Page in the legal, we want that on the map.

Preliminary Review

If you have any questions please contact Mike Allen, 503-983-3033

From: James Dingwall
To: Boundary Changes * DOR; ALLEN Mike G * DOR
Subject: Re: Taxing District Boundary Change Preliminary Review. DOR # 36-P20-2026
Date: Thursday, July 30, 2026 2:55:00 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
Outlook-cw05b2du.png
Outlook-1a4qxtue.png
202310560 N HWY.pdf
202310561 S HWY.pdf
Email.pdf
WATERFRONT DEED MAP 260729.pdf

Good afternoon Mike,

Thanks for the updated preliminary review. I sent the comments back to the applicant, and am attaching the updated mapping from their surveyor. I am also including his comments in the email about what was mapped.

Best,

James Dingwall, AICP
Associate Planner
City of Newberg
Direct: 503.554.7764
Cell: 971.281.9450

Learn more about our NEW online permitting software – Launching April 1st! Click the link below.

PUBLIC RECORDS LAW DISCLOSURE: *Messages to and from this e-mail address are public records of the City of Newberg and may be subject to public disclosure. This e-mail may be subject to the State Retention Schedule.*

From: Boundary Changes * DOR <Boundary.CHANGES@dor.oregon.gov>
Sent: Monday, July 27, 2026 6:56 AM
To: James Dingwall <James.Dingwall@newbergoregon.gov>
Subject: Taxing District Boundary Change Preliminary Review. DOR # 36-P20-2026

Attached is your Preliminary Map and Description review for:
Withdraw territory from the City of Newberg
ORD No 2026-2945
PLNG-25-43

DOR File Number 36-P20-2026
Please reply to this email so we know you have received it.
Please note that this is your official copy and no paper copy will be sent.
For more information on Boundary Changes, please visit our website at:
http://www.oregon.gov/DOR/programs/property/Pages/boundary-change.aspx

Mike Allen
GIS Senior Analyst
503-983-3033
Oregon Department of Revenue

****CONFIDENTIALITY NOTICE****
This email may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you may have received this email in error, please advise me immediately by reply email. Please keep the contents confidential and immediately delete this message and any attachments from your system.

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State	County	Document Number
OR	**Yamhill**	**2023.10560**

Limitation of Liability for Informational Report

IMPORTANT – READ CAREFULLY: THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.

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Launa Jeffery and John A. Jeffery, Grantor
2090 Crest Drive
Lake Oswego, Oregon 97034

Launa Jeffery and John A. Jeffery, Trustees of the John and Launa Jeffery Trust u/i/d November 16, 2023, Grantee
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9250 S.W. Tigard St.
Tigard, Oregon 97223

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Larry D. Christenson
16107 SE Wallace Road
Dayton, Oregon 97114

FOR RECORDING PURPOSES

OFFICIAL YAMHILL COUNTY RECORDS
KERI HINTON, COUNTY CLERK

202310560

00662671202300105600030033

$91.00

11/20/2023 10:55:21 AM

DMR-DDMR Cnt=1 Stn=1036 DAVISM
$15.00 $5.00 $11.00 $60.00

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DATED: November 16, 2023

Launa Jeffery

John A. Jeffery

STATE OF OREGON)
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OFFICIAL STAMP
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NOTARY PUBLIC - OREGON
COMMISSION NO. 1026627
MY COMMISSION EXPIRES JULY 25, 2026

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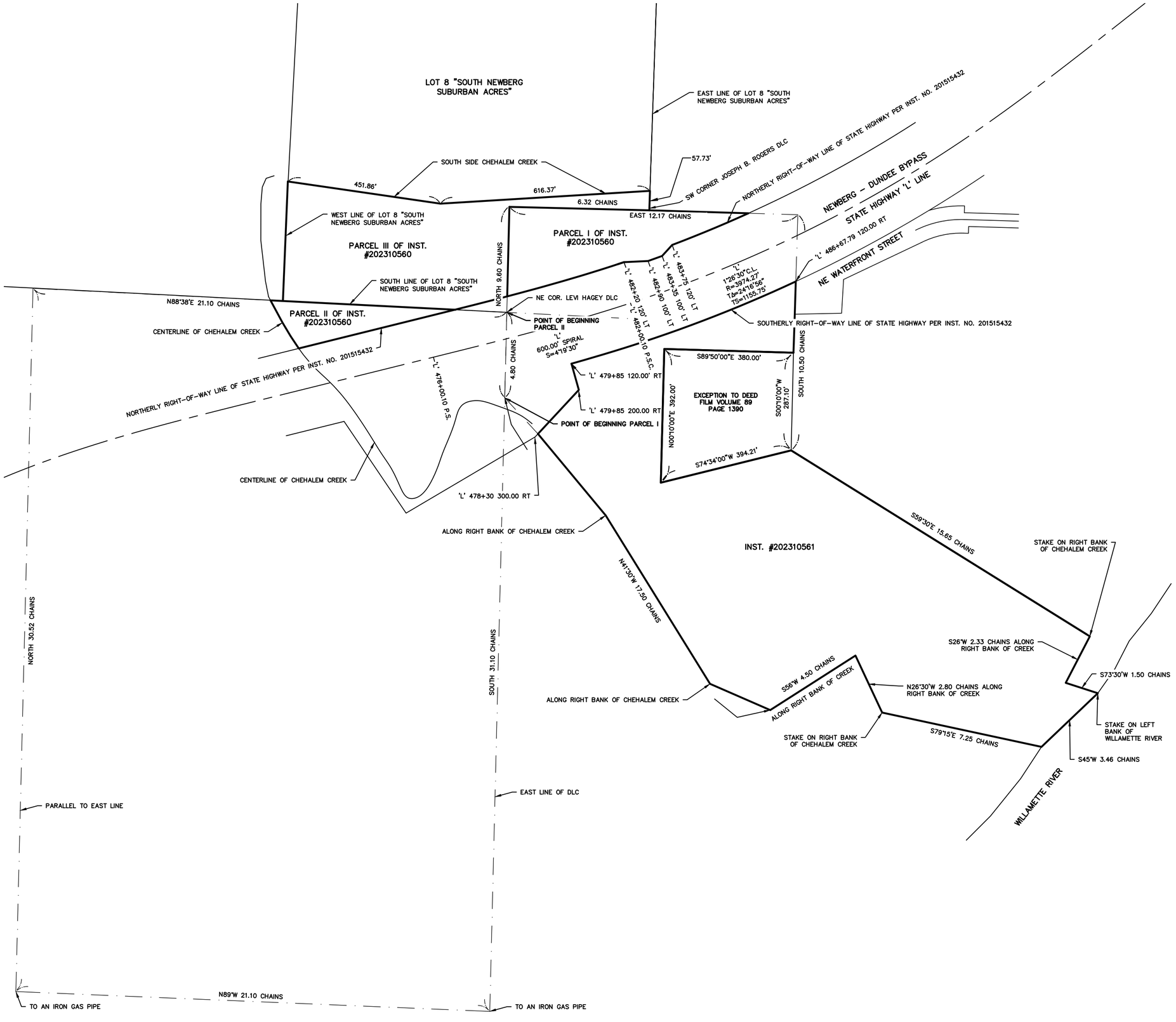
DEED MAP

LOCATED IN SECTION 30,
T. 3 S., R. 2 W., W.M.,
YAMHILL COUNTY, OREGON

1835 WATERFRONT ST
NEWBERG, OREGON
R323001400



NOTE: THIS MAP WAS DRAWN FROM RECORD DEED AND RECORD SURVEY DATA. DIMENSIONS, LINEWORK, AND ANY OTHER DATA SHOWN HEREON IS SUBJECT TO CHANGE AFTER A FULL SURVEY IS DONE.

PREPARED BY:
TerraCalc
Land Surveying Inc.
1615 N.E. Miller Street
McMinnville, OR 97128
(503) 857-0935
www.Terra-calc.com

The Recorded Document images are displayed in the subsequent pages for following request:

State	County	Document Number
OR	**Yamhill**	**2023.10561**

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Launa Jeffery and John A. Jeffery, Grantor
2090 Crest Drive
Lake Oswego, Oregon 97034

Launa Jeffery and John A. Jeffery, Trustees of the John and Launa Jeffery Trust u/i/d November 16, 2023, Grantee
2090 Crest Drive
Lake Oswego, Oregon 97034

After Recording, return to: Valerie I. Kirkendall, Attorney
9250 S.W. Tigard St.
Tigard, Oregon 97223

Until requested otherwise, send all tax statements to:
Larry D. Christenson
16107 SE Wallace Road
Dayton, Oregon 97114

FOR RECORDING PURPOSES

OFFICIAL YAMHILL COUNTY RECORDS
KERI HINTON, COUNTY CLERK

202310561

00662672202300105610030030

$91.00

11/20/2023 10:55:55 AM

DMR-DDMR Cnt=1 Stn=1036 DAVISM
$15.00 $5.00 $11.00 $60.00

BARGAIN AND SALE DEED – STATUTORY FORM

Launa Jeffery and John A. Jeffery, hereinafter called Grantor, CONVEYS TO Launa Jeffery and John A. Jeffery, Trustees, or the survivor, or in the event of a vacancy in the office of Trustee, the successor Trustee of the John and Launa Jeffery Trust u/i/d November 16, 2023, hereinafter called Grantee, their undivided interest in the following real property in the situated at 1835 NE Waterfront Street, Newberg, in Yamhill County, State of Oregon, described as follows, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF.

The true and actual consideration paid for this conveyance is $0.00. Trust is for benefit of Grantors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: November 16, 2023

Launa Jeffery

John A. Jeffery

STATE OF OREGON)
)ss.
County of Washington)

This instrument was acknowledged before me on November 16, 2023, by Launa Jeffery and John A. Jeffery, Grantors.

OFFICIAL STAMP
VALERIE KIRKENDALL
NOTARY PUBLIC - OREGON
COMMISSION NO. 1026627
MY COMMISSION EXPIRES JULY 25, 2026

NOTARY PUBLIC FOR OREGON

EXHIBIT "A"
Legal Description

ALL OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTHERLY OF THE STATE HIGHWAY as awarded in Stipulated General Judgment in Yamhill County Circuit Court Case 14CV07218, and recorded September 29, 2015 as Instrument No. 201515432:

PARCEL I:

Beginning at a stake on the right bank of Chehalem Creek and on the East line of the Levi Hagey Donation Land Claims No. 41 and No. 61 in Township 3 South, Ranges 2 and 3 West of the Willamette Meridian, Yamhill County, Oregon, 4.80 chains South of the Northeast corner of said Claim, from which a cedar 36 inches in diameter bears South 40° West 100 links distant and a maple 6 inches in diameter bears North 40° West 82 links distant; thence North on the East boundary of said Claim (intersect the left bank of said Creek at 0.18 of a chains, intersect the Northeast corner of the Hagey Donation Land Claim at 4.80 chains) 9.60 chains to a stake from which a maple tree 8 inches in diameter bears South 1° West 64 links distant and a maple 6 inches in diameter bears North 89° East 45 links distant; thence East (at 6.32 chains intersect the Southwest corner of the Joseph B. Rogers Donation Land Claim) 12.17 chains to a stake on the South boundary of said Rogers Claim from which a fir 8 inches in diameter bears North 38°30' West 53 links distant and a fir 6 inches in diameter bears North 52° East 47 links distant; thence South 10.50 chains to stake from which a maple 6 inches in diameter bears North 40° East 92 links distant; thence South 59°30' East (at 15.50 chains intersect Chehalem Creek) 15.65 chains to a stake on the right bank of Creek from which an ash tree 4 inches in diameter bears South 83' West 10 links distant; thence South 26° West along right bank, 2.33 chains to stake from which an ash 10 inches in diameter bears North 42° East 60 links distant; thence South 73°30' East 1.50 chains to a stake on the left bank of the Willamette River from which an ash 24 inches in diameter bears North 70° East 18 links distant; thence South 45° West along left bank 3.46 chains to a stake from which a balm tree 24 inches in diameter bears North 60° East 29 links distant; thence North 79°15' West 7.25 chains to stake on right bank of Chehalem Creek from which a maple 24 inches in diameter bears South 30° West 13 links distant; thence meandering the right bank of said Creek as follows: North 26°30' West 2.80 chains; South 56° West 4.50 chains; North 41°30' West 17.50 chains to the place of beginning.

SAVE AND EXCEPT THEREFROM the following described tract: Beginning at a point on the South line of the Joseph B. Rogers Donation Land Claim in Section 30, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon; said beginning point being South 89°50' East 436.26 feet from the Southwest corner of said Rogers Claim and being also the most Northerly Northeast corner of that tract conveyed and described in Book 188, Page 104 of Yamhill County Deed Records; thence South 00°10' West along the East line of said tract, 405.9 feet to an iron pipe at the TRUE POINT OF BEGINNING; thence South 00°10' West 287.10 feet to an iron pipe; thence South 74°34' West 394.21 feet to an iron pipe; thence North 00°10' East 392.0 feet to an iron pipe; thence South 89°50' East 380.0 feet to said true point of beginning.

ALSO an easement for roadway purposes, upon and across the following described strip of land: Beginning at an iron rod set on the South line of said Joseph B. Rogers Donation Land Claim in Section 30, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon, being South 89°50' East 436.26 feet from the Southwest corner of said Rogers Claim; thence South 00°10' West 405.90 feet to an iron pipe set at the Northeast corner of the tract described above; thence North 89°50' West 20.0 feet; thence North 00°10' East 405.9 feet to the South line of said Rogers Claim; thence South 89°50' East 20.0 feet to the point of beginning.

PARCEL II:

All that portion of the following described tract lying Northeasterly of Chehalem Creek: Part of the Levi Hagey Donation Land Claim No. 41 and No. 61 in Township 3 South, Ranges 2 and 3 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at the Northeast corner of said Claim; thence South along the East line thereof, 31.10 chains to an iron gas pipe; thence North 89° West 21.10 chains to an iron gas pipe; thence North parallel with the East line of said Claim 30.52 chains; thence North 88°38' East 21.10 chains to the place of beginning.

PARCEL III:

That portion of Lot 8, SOUTH NEWBERG SUBURBAN ACRES which lies South of Chehalem Creek and being a part of the land described in contract dated November 6, 1963 and recorded November 18, 1963 in Film Volume 33, Page 957, Deed and Mortgage Records, between Harold H. Miller and Martin VerMulm, in Yamhill County, Oregon.

Outlook

Re: FW: Water Front information

From Craig Newton <craig@terra-calc.com>
Date Wed 7/29/2026 10:49 AM
To Mike Willcuts <MikeW@dbvcorp.com>; James Dingwall <James.Dingwall@newbergoregon.gov>

1 attachment (138 KB)
WATERFRONT DEED MAP 260729.pdf;

Attached is a revised map reflecting the deeds as best as I can do without doing a full survey. A full survey would show bearings and distances, but those would not match any deed calls. The deeds make calls to the right-of-ways, the creeks, and the edges of Lot 8 of an old plat. These are valid deed calls and wherever those lines are located on the ground is where the property lines are. According to ORS 308.225, in lieu of bearings and distances, the boundary can be identified by reference to right of way of public roads, streets, or highways, a line of ordinary high water of streams, and any line identified on a plat of a recorded subdivision. I have better labeled all deed calls and shown any distances that are listed in the deed or shown on prior surveys. One of the parcels does not contain a point of beginning as it refers to a lot of the old plat and is not a metes and bounds description. Please let me know what else is required on this map.

Thanks,
Craig Newton, P.L.S.

TerraCalc Land Surveying, Inc.
1615 N.E. Miller Street
McMinnville, OR 97128
Office: (503) 857-0935 (x85)
www.terra-calc.com

On 7/27/2026 11:16 AM, Mike Willcuts wrote:

> Craig,
>
> Looks like they want the dimensions. I included what they want in the pdf. Can you please let me know how long it would take and how much?

thanks

Mike Willcuts

Del Boca Vista LLC

General Manager

503-550-4800

111 N College St., Newberg, OR 97132

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From: James Dingwall <James.Dingwall@newbergoregon.gov>
Sent: Monday, July 27, 2026 10:17 AM
To: Mike Willcuts <MikeW@dbvcorp.com>
Subject: Re: Water Front information

Good morning Mike,

I received the updated preliminary review from the DoR, and they are requiring additional changes. See the first page of the attached review for the items needed. Let me know if you have any questions.

Best,

James Dingwall, AICP

Associate Planner

City of Newberg
Direct: 503.554.7764
Cell: 971.281.9450

Learn more about our NEW online permitting software – Launching April 1st! Click the link below.

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From: Mike Willcuts <MikeW@dbvcorp.com>
Sent: Monday, July 20, 2026 2:54 PM
To: James Dingwall <James.Dingwall@newbergoregon.gov>
Cc: Teresa Gilmore <Teresa@dbvcorp.com>
Subject: Water Front information

James,

I received this from our surveyor and was wondering if it has the information your after.

thanks

Mike Willcuts

Del Boca Vista LLC

General Manager

503-550-4800

111 N College St., Newberg, OR 97132

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Boundary Change Preliminary Review

DOR 36-P20-2026

Cadastral Information Systems Unit
PO Box 14380
Salem, OR 97309-5075
fax 503-945-8737
boundary.changes@dor.oregon.gov

James Dingwall
City of Newberg
Planning and Building Dept.
P.O. Box 970
Newberg OR 97132

July 27, 2026

Documents received: 5/13/2026, 7/22/2026
From: James Dingwall

This letter is to inform you that the Description and Map for your planned Withdraw territory from the City of Newberg (ORD No 2026-2945
PLNG-25-43) in Yamhill County have been reviewed per your request. They DO NOT MEET the requirements for use with an Order, Ordinance, or Resolution in accordance with ORS 308.225.

You need to have the Point of Beginning (POB) marked on the map for each Parcel you are describing.
All of the point of calls in the legal need to be on the map
Missing Bearing & Distances around your exception area on the map, also missing Bearing & Distances along the road & just about all the Bearings & Distances North of the road.
Road name need to match between the legal and the map

Preliminary Review

If you have any questions please contact Mike Allen, 503-983-3033

From: James Dingwall
To: ALLEN Mike G * DOR
Subject: Re: 308.225
Date: Wednesday, July 22, 2026 3:27:16 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
Outlook-h52fdsyb.png
Outlook-qv1uv4mu.png
DEED MAP-18X24.pdf
Exhibit A. Legal Descriptions and Cadastral Maps.pdf

You don't often get email from james.dingwall@newbergoregon.gov. Learn why this is important

Good afternoon Mike,

I received the attached map from the applicant. The distances are indicated on the lower parcels, and instrument numbers on the northern parcels. I let them know that I imagined DoR will need the distances and markers for all of the properties, however they asked to see if this would be sufficient. The legal descriptions are also attached.

Thank you,

James Dingwall, AICP
Associate Planner
City of Newberg
Direct: 503.554.7764
Cell: 971.281.9450

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From: ALLEN Mike G * DOR <Mike.G.ALLEN@dor.oregon.gov>
Sent: Tuesday, July 7, 2026 2:07 PM
To: James Dingwall <James.Dingwall@newbergoregon.gov>
Subject: 308.225

Mike Allen
GIS Senior Analyst
503-983-3033
Oregon Department of Revenue

****CONFIDENTIALITY NOTICE****
This email may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you may have received this email in error, please advise me immediately by reply email. Please keep the contents confidential and immediately delete this message and any attachments from your system.

Tentative Legal Descriptions

Exhibit "A"

Real property in the County of Yamhill, State of Oregon, described as follows:

All of the following described property lying SOUTHERLY of the State Highway as awarded in Stipulated General Judgment in Yamhill County Circuit Court Case 14CV07218, and recorded September 29, 2015 as Instrument No. 201515432:

Parcel 1:
Beginning at a stake on the right bank of Chehalem Creek and on the East line of the Levi Hagey Donation Land Claims No. 41 and No. 61 in Township 3 South, Ranges 2 and 3 West of the Willamette Meridian, Yamhill County, Oregon, 4.80 chains South of the Northeast corner of said Claim, from which a cedar 36 inches in diameter bears South 40° West 100 links distant and a maple 6 inches in diameter bears North 40° West 82 links distant; thence North on the East boundary of said Claim (intersect the left bank of said Creek at 0.18 of a chains, intersect the Northeast corner of the Hagey Donation Land Claim at 4.80 chains) 9.60 chains to a stake from which a maple tree 8 inches in diameter bears South 1° West 64 links distant and a maple 6 inches in diameter bears North 89° East 45 links distant; thence East (at 6.32 chains intersect the Southwest corner of the Joseph B. Rogers Donation Land Claim) 12.17 chains to a stake on the South boundary of said Rogers Claim from which a fir 8 inches in diameter bears North 38°30' West 53 links distant and a fir 6 inches in diameter bears North 52° East 47 links distant; thence South 10.50 chains to stake from which a maple 6 inches in diameter bears North 40° East 92 links distant; thence South 59°30' East (at 15.50 chains intersect Chehalem Creek) 15.65 chains to a stake on the right bank of Creek from which an ash tree 4 inches in diameter bears South 83' West 10 links distant; thence South 26° West along right bank, 2.33 chains to stake from which an ash 10 inches in diameter bears North 42° East 60 links distant; thence South 73°30' East 1.50 chains to a stake on the left bank of the Willamette River from which an ash 24 inches in diameter bears North 70° East 18 links distant; thence South 45° West along left bank 3.46 chains to a stake from which a balm tree 24 inches in diameter bears North 60° East 29 links distant; thence North 79°15' West 7.25 chains to stake on right bank of Chehalem Creek from which a maple 24 inches in diameter bears South 30° West 13 links distant; thence meandering the right bank of said Creek as follows: North 26°30' West 2.80 chains; South 56° West 4.50 chains; North 41°30' West 17.50 chains to the Place of Beginning.

SAVE AND EXCEPT that portion conveyed to George James Barton and Christa Renante Barton in Warranty Deed recorded June 1, 1972 in Film Volume 89, Page 1390, Deed and Mortgage Records.

Parcel 2:
All that portion of the following described tract lying Northeasterly of Chehalem Creek:

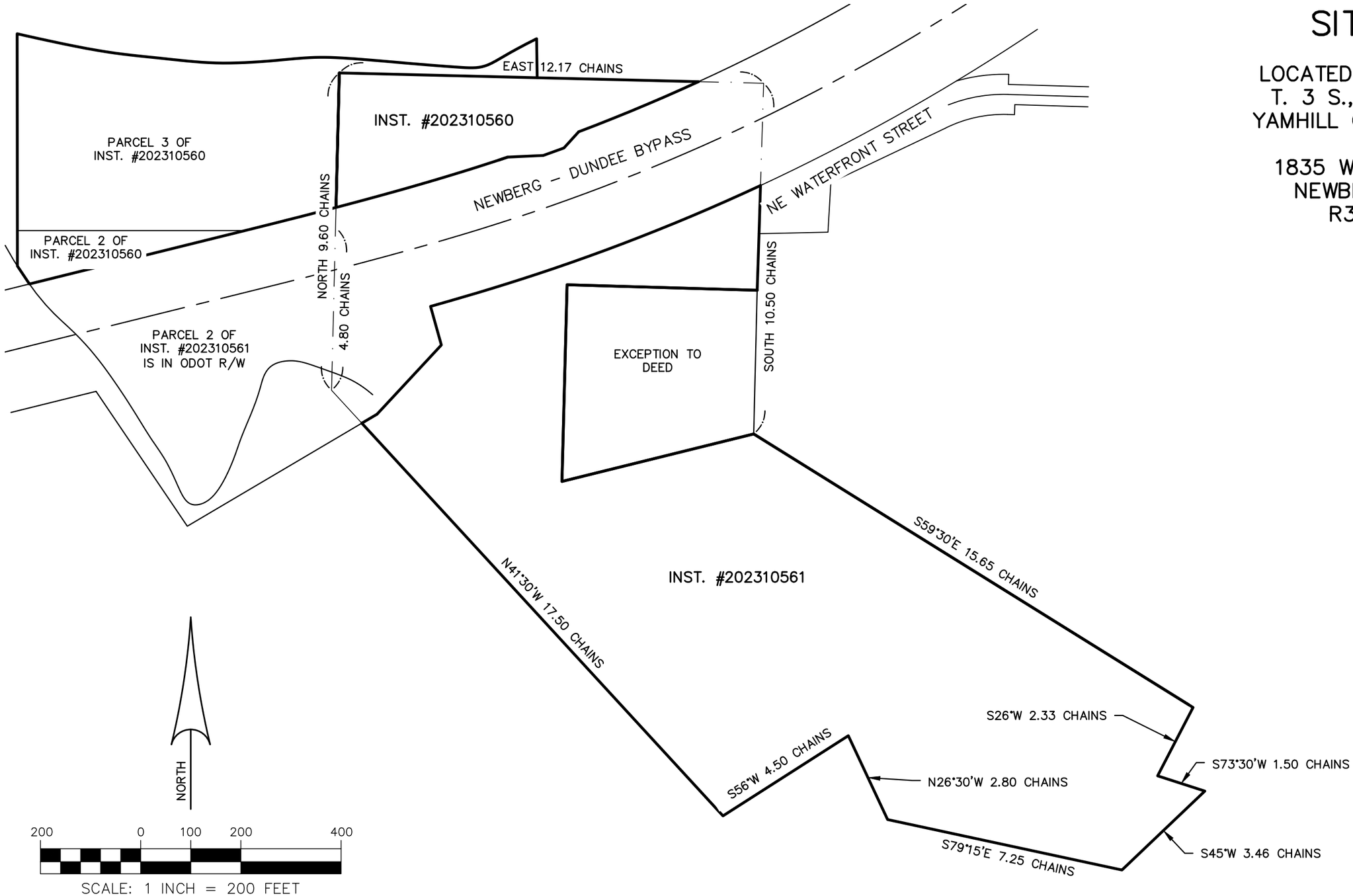
Part of the Levi Hagey Donation Land Claim No. 41 and No. 61 in Township 3 South, Ranges 2 and 3 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at the Northeast corner of said Claim; thence South along the East line thereof, 31.10 chains to an iron gas pipe; thence North 89° West 21.10 chains to an iron gas pipe; thence North parallel with the East line of said Claim 30.52 chains; thence North 88°38' East 21.10 chains to the Place of Beginning.

SITE MAP

LOCATED IN SECTION 30,
T. 3 S., R. 2 W., W.M.,
YAMHILL COUNTY, OREGON

1835 WATERFRONT ST
NEWBERG, OREGON
R323001400



NOTE: THIS MAP WAS DRAWN FROM RECORD DEED AND SURVEY DATA.

PREPARED BY:

TerraCalc
Land Surveying Inc.
1615 N.E. Miller Street
McMinnville, OR 97128
(503) 857-0935
www.Terra-calc.com

First American Title

R3230 01400
1835 NE Waterfront St
Newberg, OR 97132

Taxlot

Subject Taxlot

9/26/2025

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Exhibit "A"

Real property in the County of Yamhill, State of Oregon, described as follows:

TRACT 1: [3230B 6000]

All of the following described property lying NORTHERLY of the State Highway as awarded in Stipulated General Judgment in Yamhill County Circuit Court Case 14CV07218, and recorded September 29, 2015 as Instrument No. 201515432:

All that portion of the following described tract lying Northeasterly of Chehalem Creek: Part of the Levi Hagey Donation Land Claim No. 41 and No. 61 in Township 3 South, Ranges 2 and 3 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at the Northeast corner of said Claim; thence South along the East line thereof, 31.10 chains to an iron gas pipe; thence North 89° West 21.10 chains to an iron gas pipe; thence North parallel with the East line of said Claim 30.52 chains; thence North 88°38' East 21.10 chains to the Place of Beginning.

TRACT 2: [3230B-2300]

All of the following described property lying NORTHERLY of the State Highway as awarded in Stipulated General Judgment in Yamhill County Circuit Court Case 14CV07218, and recorded September 29, 2015 as Instrument No. 201515432:

That portion of Lot 8, SOUTH NEWBERG SUBURBAN ACRES which lies South of Chehalem Creek and being a part of the land described in contract dated November 6, 1963 and recorded November 18, 1963 in Film Volume 33, Page 957, Deed and Mortgage Records, between Harold H. Miller and Martin VerMulm, in Yamhill County, Oregon.

TRACT 3: [3230B-6100]

All of the following described property lying NORTHERLY of the State Highway as awarded in Stipulated General Judgment in Yamhill County Circuit Court Case 14CV07218, and recorded September 29, 2015 as Instrument No. 201515432:

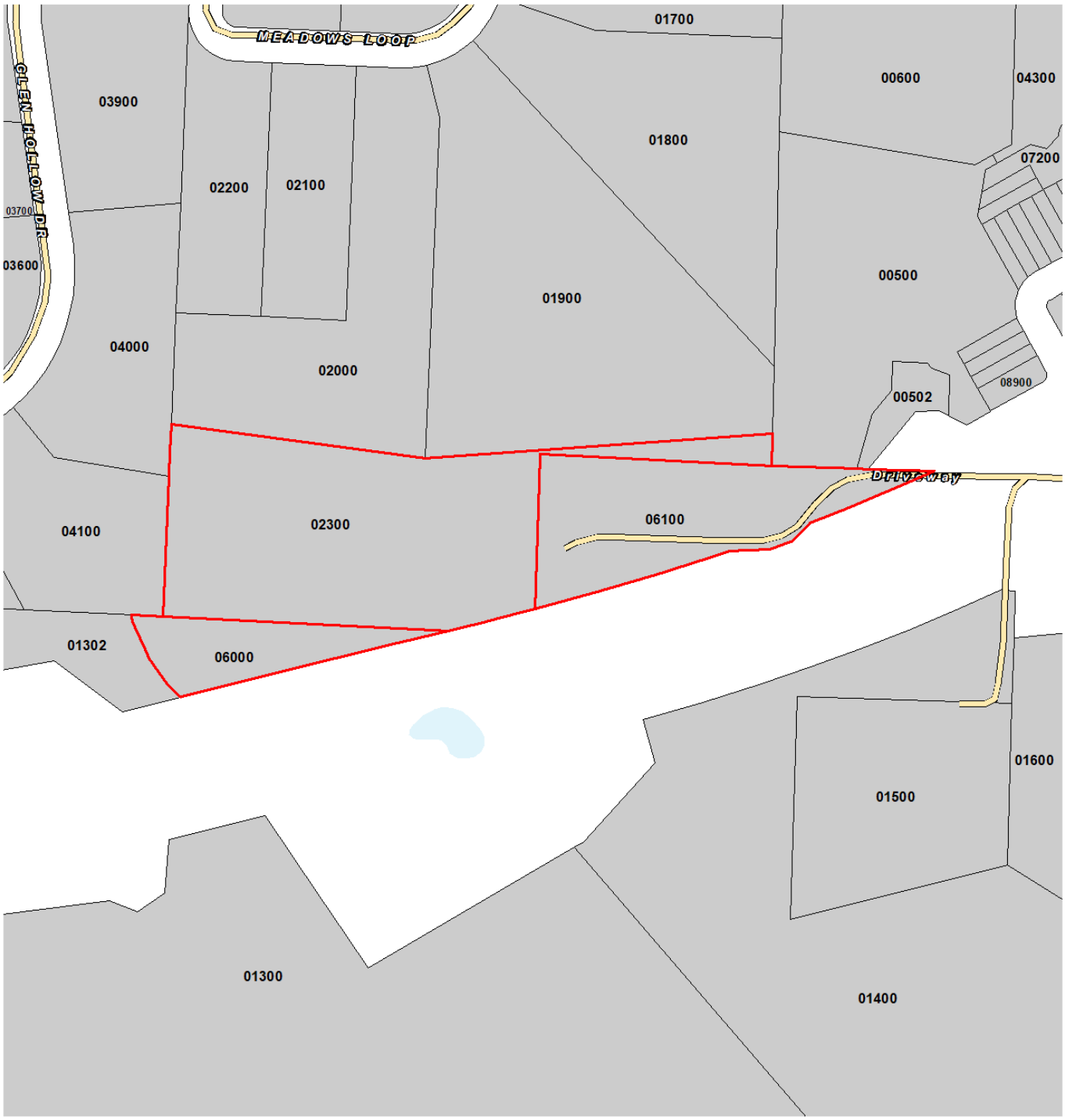
Beginning at a stake on the right bank of Chehalem Creek and on the East line of the Levi Hagey Donation Land Claims No. 41 and No. 61 in Township 3 South, Ranges 2 and 3 West of the Willamette Meridian, Yamhill County, Oregon, 4.80 chains South of the Northeast corner of said Claim, from which a cedar 36 inches in diameter bears South 40° West 100 links distant and a maple 6 inches in diameter bears North 40° West 82 links distant; thence North on the East boundary of said Claim (intersect the left bank of said Creek at 0.18 of a chains, intersect the Northeast corner of the Hagey Donation Land Claim at 4.80 chains) 9.60 chains to a stake from which a maple tree 8 inches in diameter bears South 1° West 64 links distant and a maple 6 inches in diameter bears North 89° East 45 links distant; thence East (at 6.32 chains intersect the Southwest corner of the Joseph B. Rogers Donation Land Claim) 12.17 chains to a stake on the South boundary of said Rogers Claim from which a fir 8 inches in diameter bears North 38°30' West 53 links distant and a fir 6 inches in diameter bears North 52° East 47 links distant; thence South 10.50 chains to stake from which a maple 6 inches in diameter bears North 40° East 92 links distant; thence South 59°30' East (at 15.50 chains intersect Chehalem Creek) 15.65 chains to a stake on the right bank of Creek from which an ash tree 4 inches in diameter bears South 83' West 10 links distant; thence South 26° West along right bank, 2.33 chains to stake from which an ash 10 inches in diameter bears North 42° East 60 links distant; thence South 73°30' East 1.50 chains to a stake on the left bank of the Willamette River from which an ash 24 inches in diameter bears North 70° East 18 links distant; thence South 45° West along left bank 3.46 chains to a stake from which a balm tree 24 inches in diameter bears North 60° East 29 links distant; thence North 79°15' West 7.25 chains to stake on right bank of Chehalem Creek from which a maple 24 inches in diameter bears South 30° West 13 links

distant; thence meandering the right bank of said Creek as follows: North 26°30' West 2.80 chains; South 56° West 4.50 chains; North 41°30' West 17.50 chains to the Place of Beginning.

SAVE AND EXCEPT that portion conveyed to George James Barton and Christa Renante Barton in Warranty Deed recorded June 1, 1972 in Film Volume 89, Page 1390, Deed and Mortgage Records.

First American Title

R3230B 06100,R3230B 06000,R3230B 06100,R3230B 02300
No Site Address
, OR



Taxlot

Subject Taxlot

9/26/2025

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ArcGIS Web Map

5/12/2026, 3:47:49 PM

taxlot

CountyLines

mapIndex

1:9,028

0 0.05 0.1 0.2 mi

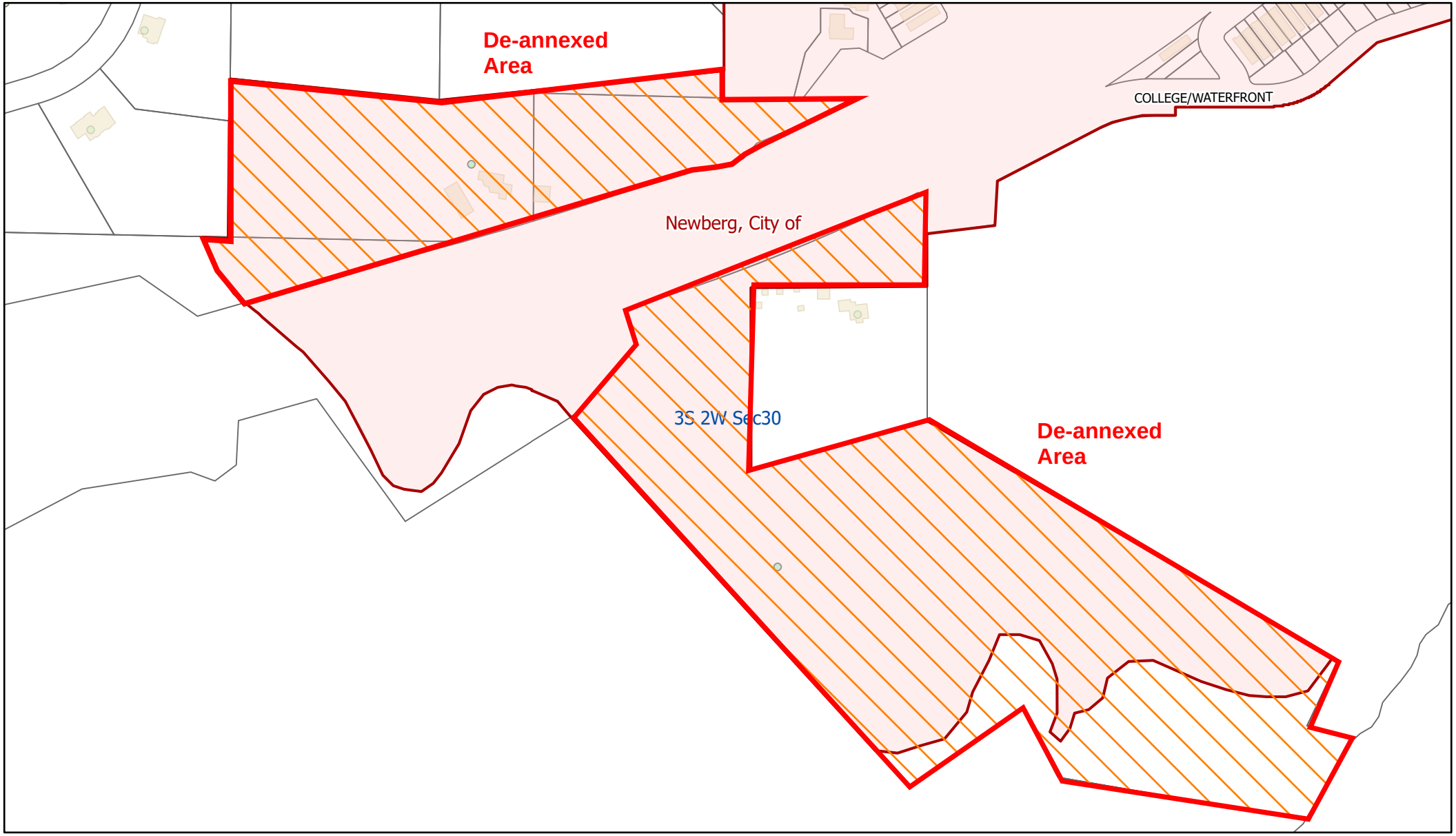
0 0.07 0.15 0.3 km

OREGON DOR, GEO, Vantor

Web AppBuilder for ArcGIS

Vantor | OREGON DOR, GEO |

Yamhill County Map



5/12/2026, 3:50:48 PM

City Boundaries

City Boundaries

Building Footprints

Sections

Taxlot Parcels

Structures

Number

Residential

1:4,852

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

Boundary Change Preliminary Review

DOR 36-P20-2026

Cadastral Information Systems Unit
PO Box 14380
Salem, OR 97309-5075
fax 503-945-8737
boundary.changes@dor.oregon.gov

City of Newberg
PO Box 970
Newberg OR 97132

May 18, 2026

Documents received: 5/13/2026
From: James Dingwall

This letter is to inform you that the Description and Map for your planned Withdraw territory from the City of Newberg (ORD No 2026-2945
PLNG-25-43) in Yamhill County have been reviewed per your request. They DO NOT MEET the requirements for use with an Order, Ordinance, or Resolution in accordance with ORS 308.225.

ORS 308.225 requires you to use the map provided by either the assessor or the Department of Revenue. You may also download a map from the ORMAP site at www.ormap.net. Maps from one of these sources have bearings and distances and most of the information necessary to correctly identify the area of the boundary change. Maps must show the township, range, section number and the point-of-beginning. The map must show the bearings and distances of the boundary change area and must exactly match the legal description. The boundary change area must be highlighted, and information may be added to the map as necessary.

Preliminary Review

If you have any questions please contact Mike Allen, 503-983-3033

From:	James Dingwall
To:	Boundary Changes * DOR; Boundary Changes * DOR
Subject:	Boundary Change Notification Form - Preliminary Approval - City of Newberg PLNG-25-54
Date:	Wednesday, May 13, 2026 2:36:55 PM
Attachments:	Outlook-crkniktb.png Outlook-hnb1dtuj.png PLNG-25-43 Boundary Change Notice from Taxing District - Preliminary Approval.pdf

---

Good afternoon,

The City of Newberg will be considering a proposed de-annexation to withdraw territory from the city limits (Case file no. PLNG-25-43). The Boundary Change Notification Form for preliminary approval is attached.

Best,

James Dingwall, AICP
Associate Planner
City of Newberg
Direct: 503.554.7764
Cell: 971.281.9450

Learn more about our NEW online permitting software – Launching April 1st! Click the link below.

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Clear Form

Boundary Change Notice from Taxing District

Boundary change packets must be received in final approved form by the **Department of Revenue** and the **County Assessor(s)** by March 31.

For Department of Revenue use only		
Prepared by		File number
Date received	Date approved	Date disapproved
Notes		

Request for: ☒ Preliminary approval ☐ Final approval Date submitted: 5/13/2026

District name			
City of Newberg			
Mailing address	City	State	ZIP
PO Box 970	Newberg	OR	97132
County name	Second county name (if applicable)		
Yamhill			
Contact person	Second contact person (if applicable)		
James Dingwall			
Phone	Email		
(503) 554-7764	james.dingwall@newbergoregon.gov		
Ordinance/resolution/order	Planning file number		
Ordinance No. 2026-2945	PLNG-25-43		
Election date	Effective date		
N/A			

Notes

Boundary action:

☐ Boundary change ☐ Proposed boundary change (effective after Mar. 31 or requires election) ☐ Delayed annexation

The change is for:

☐ Formation of a new district
☐ Annexation of territory to a district
☐ Withdrawal of territory from a district
☐ Dissolution of a district
☐ Transfer
☐ Merger or consolidation
☐ Establishment of tax zone

Documents required for final review:

☐ Ordinance / resolution / order
☒ Map of boundary change
☒ Legal description of boundary change
☐ School district boundary change form (must be included with school district boundary changes)
☐ Other supporting documents—List:

Email submission to:

boundary.changes@oregon.gov

Or

Send to:

Oregon Department of Revenue
Cadastral Information Systems Unit
PO Box 14380
Salem OR 97309-5075

Contact us:

boundary.changes@oregon.gov
Fax: (503) 945-8737

Exhibit "A"

Real property in the County of Yamhill, State of Oregon, described as follows:

All of the following described property lying SOUTHERLY of the State Highway as awarded in Stipulated General Judgment in Yamhill County Circuit Court Case 14CV07218, and recorded September 29, 2015 as Instrument No. 201515432:

Parcel 1:
Beginning at a stake on the right bank of Chehalem Creek and on the East line of the Levi Hagey Donation Land Claims No. 41 and No. 61 in Township 3 South, Ranges 2 and 3 West of the Willamette Meridian, Yamhill County, Oregon, 4.80 chains South of the Northeast corner of said Claim, from which a cedar 36 inches in diameter bears South 40° West 100 links distant and a maple 6 inches in diameter bears North 40° West 82 links distant; thence North on the East boundary of said Claim (intersect the left bank of said Creek at 0.18 of a chains, intersect the Northeast corner of the Hagey Donation Land Claim at 4.80 chains) 9.60 chains to a stake from which a maple tree 8 inches in diameter bears South 1° West 64 links distant and a maple 6 inches in diameter bears North 89° East 45 links distant; thence East (at 6.32 chains intersect the Southwest corner of the Joseph B. Rogers Donation Land Claim) 12.17 chains to a stake on the South boundary of said Rogers Claim from which a fir 8 inches in diameter bears North 38°30' West 53 links distant and a fir 6 inches in diameter bears North 52° East 47 links distant; thence South 10.50 chains to stake from which a maple 6 inches in diameter bears North 40° East 92 links distant; thence South 59°30' East (at 15.50 chains intersect Chehalem Creek) 15.65 chains to a stake on the right bank of Creek from which an ash tree 4 inches in diameter bears South 83' West 10 links distant; thence South 26° West along right bank, 2.33 chains to stake from which an ash 10 inches in diameter bears North 42° East 60 links distant; thence South 73°30' East 1.50 chains to a stake on the left bank of the Willamette River from which an ash 24 inches in diameter bears North 70° East 18 links distant; thence South 45° West along left bank 3.46 chains to a stake from which a balm tree 24 inches in diameter bears North 60° East 29 links distant; thence North 79°15' West 7.25 chains to stake on right bank of Chehalem Creek from which a maple 24 inches in diameter bears South 30° West 13 links distant; thence meandering the right bank of said Creek as follows: North 26°30' West 2.80 chains; South 56° West 4.50 chains; North 41°30' West 17.50 chains to the Place of Beginning.

SAVE AND EXCEPT that portion conveyed to George James Barton and Christa Renante Barton in Warranty Deed recorded June 1, 1972 in Film Volume 89, Page 1390, Deed and Mortgage Records.

Parcel 2:
All that portion of the following described tract lying Northeasterly of Chehalem Creek:

Part of the Levi Hagey Donation Land Claim No. 41 and No. 61 in Township 3 South, Ranges 2 and 3 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at the Northeast corner of said Claim; thence South along the East line thereof, 31.10 chains to an iron gas pipe; thence North 89° West 21.10 chains to an iron gas pipe; thence North parallel with the East line of said Claim 30.52 chains; thence North 88°38' East 21.10 chains to the Place of Beginning.

First American Title

R3230 01400
1835 NE Waterfront St
Newberg, OR 97132

Taxlot

Subject Taxlot

9/26/2025

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Exhibit "A"

Real property in the County of Yamhill, State of Oregon, described as follows:

TRACT 1: [3230B 6000]

All of the following described property lying NORTHERLY of the State Highway as awarded in Stipulated General Judgment in Yamhill County Circuit Court Case 14CV07218, and recorded September 29, 2015 as Instrument No. 201515432:

All that portion of the following described tract lying Northeasterly of Chehalem Creek: Part of the Levi Hagey Donation Land Claim No. 41 and No. 61 in Township 3 South, Ranges 2 and 3 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

Beginning at the Northeast corner of said Claim; thence South along the East line thereof, 31.10 chains to an iron gas pipe; thence North 89° West 21.10 chains to an iron gas pipe; thence North parallel with the East line of said Claim 30.52 chains; thence North 88°38' East 21.10 chains to the Place of Beginning.

TRACT 2: [3230B-2300]

All of the following described property lying NORTHERLY of the State Highway as awarded in Stipulated General Judgment in Yamhill County Circuit Court Case 14CV07218, and recorded September 29, 2015 as Instrument No. 201515432:

That portion of Lot 8, SOUTH NEWBERG SUBURBAN ACRES which lies South of Chehalem Creek and being a part of the land described in contract dated November 6, 1963 and recorded November 18, 1963 in Film Volume 33, Page 957, Deed and Mortgage Records, between Harold H. Miller and Martin VerMulm, in Yamhill County, Oregon.

TRACT 3: [3230B-6100]

All of the following described property lying NORTHERLY of the State Highway as awarded in Stipulated General Judgment in Yamhill County Circuit Court Case 14CV07218, and recorded September 29, 2015 as Instrument No. 201515432:

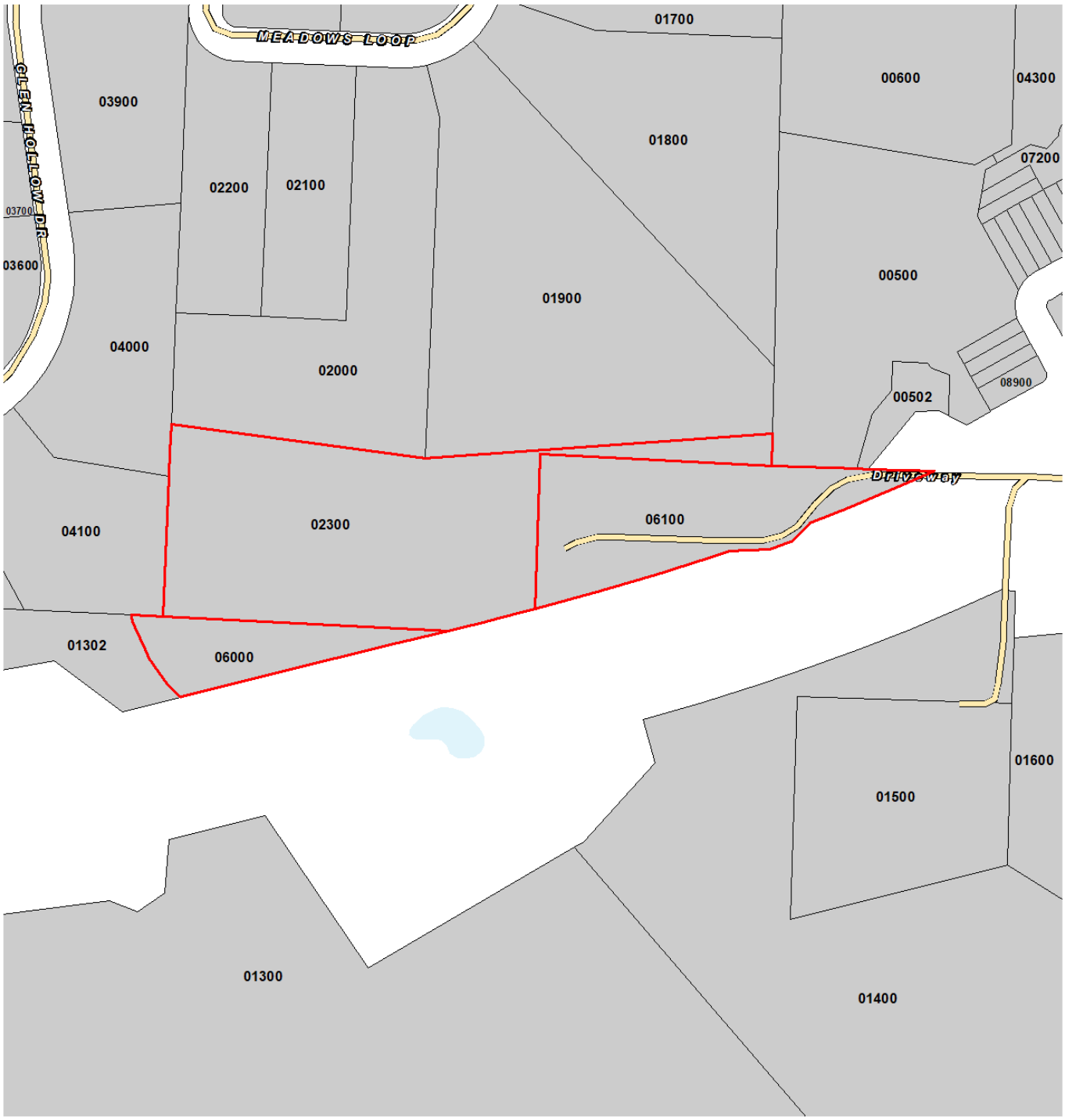
Beginning at a stake on the right bank of Chehalem Creek and on the East line of the Levi Hagey Donation Land Claims No. 41 and No. 61 in Township 3 South, Ranges 2 and 3 West of the Willamette Meridian, Yamhill County, Oregon, 4.80 chains South of the Northeast corner of said Claim, from which a cedar 36 inches in diameter bears South 40° West 100 links distant and a maple 6 inches in diameter bears North 40° West 82 links distant; thence North on the East boundary of said Claim (intersect the left bank of said Creek at 0.18 of a chains, intersect the Northeast corner of the Hagey Donation Land Claim at 4.80 chains) 9.60 chains to a stake from which a maple tree 8 inches in diameter bears South 1° West 64 links distant and a maple 6 inches in diameter bears North 89° East 45 links distant; thence East (at 6.32 chains intersect the Southwest corner of the Joseph B. Rogers Donation Land Claim) 12.17 chains to a stake on the South boundary of said Rogers Claim from which a fir 8 inches in diameter bears North 38°30' West 53 links distant and a fir 6 inches in diameter bears North 52° East 47 links distant; thence South 10.50 chains to stake from which a maple 6 inches in diameter bears North 40° East 92 links distant; thence South 59°30' East (at 15.50 chains intersect Chehalem Creek) 15.65 chains to a stake on the right bank of Creek from which an ash tree 4 inches in diameter bears South 83' West 10 links distant; thence South 26° West along right bank, 2.33 chains to stake from which an ash 10 inches in diameter bears North 42° East 60 links distant; thence South 73°30' East 1.50 chains to a stake on the left bank of the Willamette River from which an ash 24 inches in diameter bears North 70° East 18 links distant; thence South 45° West along left bank 3.46 chains to a stake from which a balm tree 24 inches in diameter bears North 60° East 29 links distant; thence North 79°15' West 7.25 chains to stake on right bank of Chehalem Creek from which a maple 24 inches in diameter bears South 30° West 13 links

distant; thence meandering the right bank of said Creek as follows: North 26°30' West 2.80 chains; South 56° West 4.50 chains; North 41°30' West 17.50 chains to the Place of Beginning.

SAVE AND EXCEPT that portion conveyed to George James Barton and Christa Renante Barton in Warranty Deed recorded June 1, 1972 in Film Volume 89, Page 1390, Deed and Mortgage Records.

First American Title

R3230B 06100,R3230B 06000,R3230B 06100,R3230B 02300
No Site Address
, OR



Taxlot

Subject Taxlot

9/26/2025

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ArcGIS Web Map

5/12/2026, 3:47:49 PM

taxlot

CountyLines

mapIndex

1:9,028

0 0.05 0.1 0.2 mi

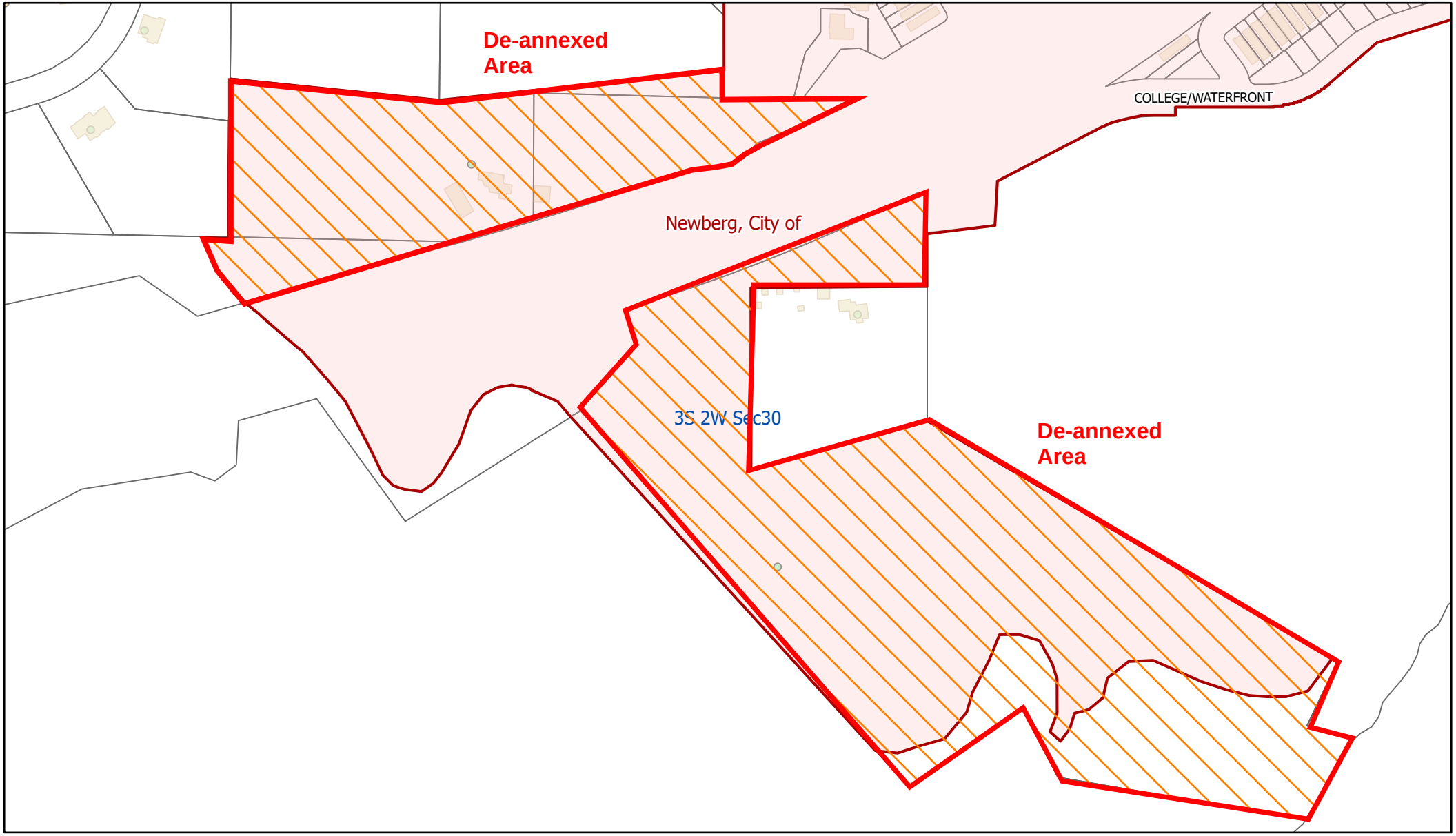
0 0.07 0.15 0.3 km

OREGON DOR, GEO, Vantor

Web AppBuilder for ArcGIS

Vantor | OREGON DOR, GEO |

Yamhill County Map



5/12/2026, 3:50:48 PM

City Boundaries

City Boundaries

Building Footprints

Sections

Taxlot Parcels

Structures

Number

Residential

1:4,852

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.18 km

REQUEST FOR COUNCIL ACTION

Date Action Requested: (September 21, 2026)

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐ No. 2026-4046	
Subject: Authorization to Initiate Geotechnical Work Supporting Springbrook Sewer Line	Staff: CM Department: Capital Engineering
Business Session	Order On Agenda:
Hearing Type: Administrative	

Is this item state mandated? Yes ☒ No ☐

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

A host of Oregon DEQ regulations require that municipalities do not surcharge raw sewage into the environment.

Recommendation:

Staff recommends the approval of this resolution
A motion could be formed using this language "I move that we approve Resolution 2026-4046"

Executive Summary:
City staff has been considering for several months strategies to rapidly address the emerging issue of sewer line surcharges that are occurring now every fall (in the rainy season) due to ever greater loading on that Springbrook line. We anticipate that this will only get worse over time as more housing is added in the Northern and NE sections of town.

City staff have developed a potential approach to deal with the issue effectively and with a good chance of cost control. The engineering study and pre-design steps authorized by the Resolution will allow this project to move forward with dispatch. This will hopefully limit the total number of future sewage discharges.

The full scope of this project is shown in Exhibit A: KELLER ENGINEERING SPRINGBROOK ROAD SEWER MAIN IMPROVEMENT INVESTIGATION

Fiscal Impact:
This request is for $217,201 to scope the potential design route and conduct geotechnical studies for phase one of the needed Springbrook Sewer line capacity increase through Sportsman's airpark.

It is assumed that an additional (estimated sum) of $4M will be required to complete this project if it proves to be feasible. Council will learn more about these costs as part of the upcoming CIP process if the study proves the concept is viable.

Council Goals:

Council Goal A: Ensure Newberg infrastructure (roads, water, city employees) is in good repair and supply.

• Review the capital improvement projects annually.

RESOLUTION NO. 2026-4046

A Resolution to Initiate Geotechnical Work Supporting the Springbrook Sewer Line

Recitals:

1. Three sewage spills have occurred from the surcharged Spring brook line on 12/6/2023, 12/9/2025 and 12/18/2025.

2. These sewage spills have cumulatively involved the discharge of approximately 825,000 gallons of raw sewage into the Springbrook area.

3. Council reviewed this growing problem and voted by motion for work to attempt to obtain an access agreement (MOU) to investigate this location further on June 15th 2026.

4. The access agreement was signed on September 4th with the Whitney Family Properties Limited Partnership setting the stage to begin Geotechnical exploration of the Sportsman's airpark site.

The City of Newberg Resolves as Follows:

1. To authorize Keller Engineering to initiate Geotechnical and other study work to prove the site of a potential new easement and sewer line extension.

Effective Date of this resolution is the day after the adoption date, which is: September 22, 2026.
Adopted by the City Council of Newberg, Oregon, this 21st day of September, 2026.

_____
Rachel Thomas, City Recorder

Attest by the Mayor this 21st day of September, 2026.

_____
Bill Rosacker, Mayor

TASK ORDER 25
SPRINGBROOK ROAD SEWER MAIN IMPROVEMENT INVESTIGATION

Owner Project No.:
Consultant Project No.: 224060-25

This Task Order, entered between **City of Newberg, Oregon** ("Owner"), and **Keller Associates, Inc.** ("Consultant"), is subject to the provisions of the Agreement for Professional Services ("Agreement"), dated July 16, 2024, and is effective as of the date of the last signature of this Task Order (Effective Date).

The Owner intends to complete the Springbrook Road Sewer Main Improvement project, as described in Attachment A, hereinafter referred to as the "Project".

Owner and Consultant agree to the following scope of services, schedule, and compensation.

SCOPE: Consultant's services under this Task Order are generally identified as follows:
Springbrook Road Sewer Main Improvement project, as further outlined in Attachment A.

SCHEDULE: The Task Order shall commence on the Effective Date and Consultant shall complete its services within the schedule outlined in Attachment A.

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of **$217,201** (Two hundred seventeen thousand two hundred one dollars) as described in Attachment A.

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon Addendum to this Task Order.

In Witness Whereof, the parties hereto have executed this Task Order Agreement by their signatures below.

OWNER:	**CITY OF NEWBERG**	**CONSULTANT:**	**KELLER ASSOCIATES, INC.**
Signature:		Signature:	
Name:		Name:	Peter Olsen
Title:		Title:	Principal
Address:		Address:	245 Commercial St SE, Suite 210 Salem, OR 97301
Telephone:		Telephone:	(503) 364-2002
Date:		Date:	

Attachment A

CITY OF NEWBERG
SPRINGBROOK ROAD SEWER MAIN IMPROVEMENT INVESTIGATION
SCOPE OF WORK

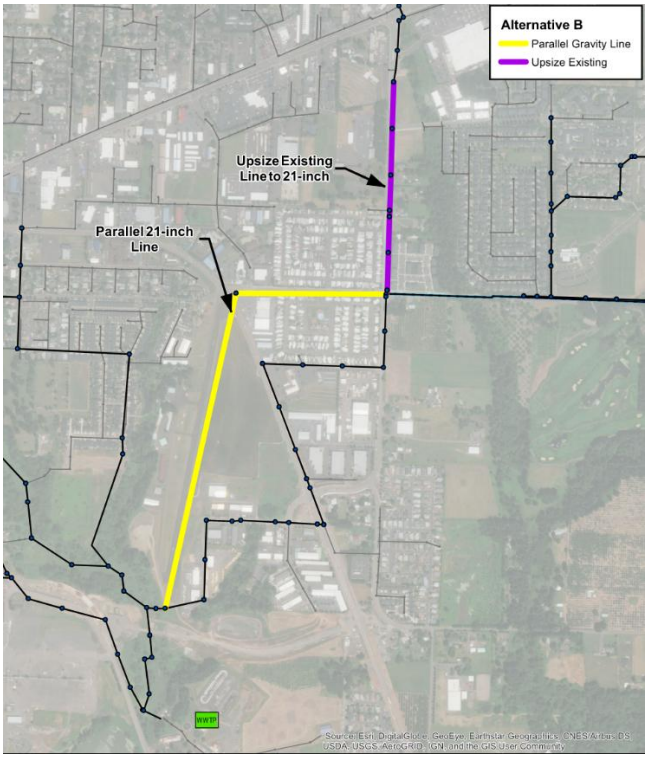
PROJECT DESCRIPTION

City of Newberg ("Owner") has contracted with **Keller Associates, Inc.** ("Consultant") to provide engineering planning and design services for the Springbrook Road Sewer Main Improvements project. The Consultant's scope of work has been developed based on the following project description. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

Seasonal overflow and surcharging issues have been observed at the intersection of Springbrook Road and Fernwood Road. These issues are expected to worsen with the continued growth from new developments connecting to the basin of the Springbrook Road sewer main.

The 2018 Newberg Wastewater Master Plan (WWMP, amended in 2021) identified this deficiency and conducted an evaluation of alternatives for this section of sewer main. Based on this evaluation and Owner input*, Alternative B - Construct Parallel Gravity Main* was selected as the preferred alignment. This alternative includes upsizing the 15-inch sewer line north of the Springbrook Road and Fernwood Road intersection to 21-inch and the construction of a parallel 21-inch gravity main that would run west on E Second Street towards Highway 219, then turn south and routed through the Sportsman Airpark property and reconnect to the existing sewer main south of the airport.

This project is being funded by the City of Newberg. The original improvement project was estimated at roughly $3.8 million dollars in 2018. Funding limitations will require this project to be constructed in phases, allowing for a total Phase one budget of $3 million dollars. This scope of work will provide recommendations for defining the phases of the improvements to the Springbrook sewer main.



Alternative B from 2018 WWMP - Springbrook Sewer Main Improvement Alternative

Consultant's services are limited to those outlined in the following scope of work.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities:

1.1. General Project Management. Provide general project administration services including contract administration, project accounting, progress reports, scheduling, and internal project administration. Assist City in pre-design coordination with Sportsman Airpark property owner.

1.2. Kickoff Meeting. Participate in a project kickoff meeting. Prepare agenda and minutes. The purpose of this meeting will be to review/establish Owner design criteria, review the overall project schedule including major milestones and meetings, review project constraints and objectives, discuss data and published materials made available by the Owner, and review process for deliverables, including process for Owner review and approval.

1.3. Request for Information. Prepare initial request for information for data to be used in the design process. Including, but not limited to, available GIS files of the City's utility systems, survey datum, available right-of-way information, sewer service locations from CCTV data, and record drawings of the existing utilities.

Owner Responsibilities:

- Provide requested information within two weeks of request.

Assumptions:

- Project management budget assumes a project schedule of up to 7 months to complete the 30% preliminary design.
- Unless otherwise noted, meetings/workshops may include a combination of in person or virtual attendees. This assumption applies to this task as well as subsequent tasks.
- Documents will be provided electronically, unless directed otherwise.

Deliverables:

- Monthly invoices and project update summaries.
- Kickoff meeting agendas and minutes.
- Request for information.

TASK 2: 10% PRE-DESIGN SERVICES

Consultant Responsibilities:

2.1. Verification of Design Flows with hydraulic model. Utilize the hydraulic wastewater model from the 2018 WWMP to confirm assumptions and evaluate changes in the future development areas in the Springbrook Road Sewer Basin for buildout conditions.

2.2. Evaluation of Alternatives. Develop up to three alternatives for wastewater flow splitting and overflow evaluation between the existing Springbrook Road gravity sewer and proposed parallel gravity sewer routed through the airport property. Verify the feasibility of each alternative with the hydraulic model under buildout conditions.

2.3. Project cost estimating and Phasing recommendations. Prepare a 10% Opinion of Probable Construction Cost (OPCC), including soft costs for the alternatives considered. Prepare a preliminary phasing plan to construct the recommended alternative while accommodating funding limitations.

2.4. Workshop Meeting. Meet with Owner to review pipeline alignment concept, project constraints and probable cost. Document decisions in meeting minutes.

2.5. Concept Drawings. Develop 10% drawings of preferred alternative. Concept to include pipeline alignment, base map information utilizing available lidar data files, and as-builts provided by the city.

As part of the concept design, identify governing authorities, anticipated permits, and major project constraints.

Owner Responsibilities:

- Participate in workshop meeting to select a single preferred alternative.
- Provide input and written comments on concept drawings.
- Secure a Memorandum of Understanding (MOU) with Sportsman Airpark prior to initiating design, survey, geotechnical, or construction activities within the site. The MOU will outline all parties' responsibilities for design or construction access or activities on the site.

Assumptions:

- Consultant shall be entitled to rely on the accuracy and completeness of the information provided by Owner. Notwithstanding the foregoing, however, Consultant is required to use its professional judgment in reviewing such information. If, in its review of any information provided by Owner, Consultant discovers any errors, omissions, discrepancies, or deficiencies, Consultant shall notify Owner as soon as reasonably possible. These assumptions and obligations apply to this Task and subsequent Tasks.
- Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant. This assumption applies to this and subsequent tasks.
- No additional model calibration will be carried out.
- A single preferred alternative will be selected during the design review meeting for which the 10% conceptual design drawings will be developed
- Owner comments on the conceptual design will be incorporated in the 30% design effort included in this Scope of Work.
- The Owner will provide one set of consolidated comments on the conceptual design deliverables.
- Survey (Task 3) and Geotechnical explorations (Task 5), are not anticipated for conceptual design (Task 2).

Deliverables:

- Agenda and meeting notes for design review meeting.
- Preliminary project phasing plan to accommodate funding limitations.
- 10% Opinion of Probable Construction Cost (OPCC), including soft costs, for up to three alternatives.
- Conceptual design drawings (10%) on 11" x 17" PDF, including:
    - Concept-level layouts for up to three flow-splitting alternatives; and
    - An overall set of 10% concept drawings for the full pipeline alignment incorporating the preferred flow-splitting alternative, including pipeline alignment, base mapping, and identification of key constraints.

TASK 3: TOPOGRAPHIC SURVEYING

Consultant Responsibilities:

3.1. Topographic Surveying. Utilizing the services of FFN Surveying, provide surveying per attached Scope of Work in **Exhibit A**.

3.2. Prepare Base Map. Process survey data and prepare preliminary sheet setup.

Owner Responsibilities:

- Provide notice and secure access to non-public properties, if required.
- Provide available record drawings and plats of existing infrastructure.
- Provide available GIS data, including orthophotography, existing utilities, and land parcel data, easements, and rights-of-way for the project extents.

Assumptions:

- Surveying to be completed within the project area identified in the concept design.
- Survey data is required for completion of Task 4.

Deliverables:

- Topographic base map with existing utilities for the project area.

TASK 4: 30% PRELIMINARY DESIGN PHASE SERVICES

Consultant Responsibilities:

4.1. Basis of Design. Document design criteria based on preferred alternative from TASK 2 that will serve as basis for design.

4.2. 30% Drawings and Project Constraints. Develop 30% drawings. Drawings to include pipeline alignment (excluding lateral connections), base map information from Task 3, approximate location of manholes, and major crossing concepts. Evaluate alignment profile for providing gravity service to adjacent properties. As part of concept design, identify governing authorities and major project constraints.

4.3. Opinion of Probable Cost. Provide a concept level opinion of probable cost for the project. Include appropriate percentage of contingency based upon design completion. Update the project phasing plan presented with Task 2.

4.4. Workshop Meeting. Meet with Owner to review 30% drawings, project constraints and probable cost. Document decisions in meeting minutes.

4.5. Utility Conflict Analysis and Notification. Complete an initial utility conflict analysis with existing aboveground and buried utilities. Draft initial Utility Notification Letters (First Notice) and distribute to utility providers within the project limits.

4.6. Table of Contents Specifications. Provide Table of contents for Specifications intended to be included in the final design.

Owner Responsibilities:

- Provide input and written comments on 30% drawings.
- Participate in design review meeting.
- The City will obtain an easement with the Sportsman Airpark property owner following approval of the 30% design.

Assumptions:

- Preferred alternative identified in Task 2 will be used as a basis for 30% design.
- No pavement coring is included in this scope of work.
- The following design standards and references are to be considered where relevant during the development of the project:
    - OAR 340 Division 52: Review of Plans and Specifications
    - City of Newberg Public Works Design and Construction Standards
- It is assumed that this project will reconnect lateral connections within a few feet of the new pipeline.

Deliverables:

- Agenda and minutes from workshop meeting.
- Basis of Design report.

- 30% preliminary design drawings (11”x17”), as electronic PDF copy.
- Table of Contents Specifications.
- Opinion of probable cost.
- Utility Notification Letters.

TASK 5: GEOTECHNICAL EXPLORATION

Geotechnical design services will be provided by a subconsultant with oversight by the Consultant.

Subconsultant Responsibilities:

5.1. Geotechnical Services. Consultant will utilize the services of GRI to complete a geotechnical investigation for the proposed pipeline alignment. See attached scope of work for the geotechnical investigation (**Exhibit B**).

Owner Responsibilities:

- Provide concurrence on the location of the geotechnical investigation; assist in pre-marking locations for boring.
- Provide notice and secure right of entry to proposed exploration locations on non-public properties in one continuous working period over the duration of the investigation.

Assumptions:

- Contaminated soil will not be encountered in the excavations.
- Drill cuttings will be containerized and disposed of off-site.
- Borings will be conducted in areas readily accessible to truck- or track- mounted drill rigs and will not require coordination with entities for clearing of vegetation or existing features to reach the proposed boring locations.
- Explorations will be extended to the depths recommended in the Subcontractor’s SOW (**Exhibit B**) or to refusal in dense material.
- Subconsultant can access proposed exploration locations in one continuous working period over the duration of the investigation.
- For the private airfield property Right-of-Entry will be coordinated and provided by the Owner.
- Subsurface exploration work will need to be completed during nighttime hours. For work within ODOT right-of-way, allowable night work hours are Sunday-Thursday from 7:00 p.m. to 5:00 a.m. Within the Sportsman Airpark property, allowable night work hours are from about 8:00 p.m. to 6:00 a.m.
- Subconsultant will conduct their services for the exclusive use of the Owner, Consultant, and their design and construction team on this project. No other party may rely on the product of their services unless Subconsultant agrees in advance to such reliance in writing. This limitation provides Subconsultant with reasonable protection against open-ended liability claims by third parties with whom there would otherwise be no contractual limits to their actions.
- Four (4) bore hole(s) will be provided along the preferred pipeline alignment.

Deliverables:

- Verbal summary of findings as information becomes available.
- Geotechnical Report.

TASK 6: PRELIMINARY DEQ REVIEW AND COORDINATION

To confirm alignment with DEQ requirements and reduce later effort under Task 8, an early preliminary design review with DEQ is anticipated.

Consultant Responsibilities:

6.1. Preliminary DEQ Plan Review Coordination. Prepare exhibits based on the 30% design deliverables and submit to the DEQ for review and providing comments.

Owner Responsibilities:

- Assist with preliminary DEQ plan review coordination, including attendance at one preliminary review meeting.

Assumptions:

- A Basis of Design Technical Memorandum will be submitted with the 30% design plans to Oregon DEQ.
- A maximum of one preliminary coordination meeting will be scheduled with DEQ.
- Addressing DEQ comments and updating the plans and Basis of Design will be completed during final design phase services.

Deliverables:

- Summary of DEQ comments.
- Meeting agenda and minutes from preliminary coordination meeting.

TASK 7: FINAL DESIGN PHASE SERVICES (TBD)

TASK 8: PERMITTING (TBD)

Assumptions:

- Project will follow Yamhill County land-use review process. Expect 6-8 week process for land use approval following land-use application.
- Project will require ODOT permit to cross Highway 219.
- Sewer alignment falls within the Public Ariports, Landing Fields (PALF) zoning designation established by Yamhill County.
- Project will not be constructed within a flood plain (based on available GIS resources) and would not require a flood plain permit.

TASK 9: BIDDING PHASE SERVICES (TBD)

TASK 10: CONSTRUCTION ADMINISTRATION SERVICES (TBD, IF NEEDED)

TASK 11: CONSTRUCTION OBSERVATION SERVICES (TBD, IF NEEDED)

TASK 12: MANAGEMENT RESERVE (ADDITIONAL SERVICES):

From time to time the Owner may have additional tasks related to the project, or additional tasks may be encountered that are not identified in this scope of work or that may be dependent on decisions not yet made ("Additional Services"). This task establishes a management reserve for Additional Services. Consultant shall not perform any Additional Services unless authorized in writing by Owner staff. Compensation for Additional Services may be based on Consultant's time and material or a lump sum amount as agreed by Owner and Consultant.

ADDITIONAL SERVICES (not included in scope of work)

- Special use permits, environmental services, or additional permitting beyond those described in the scope of work.
- Public or stakeholder outreach support.
- Field investigations, including subsurface investigations, to check available record drawings.

SCHEDULE

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary:

Task	Schedule	Comments
Task 2 – 10 % Pre-Design Services	120 days	10% pre-design services will be completed within 120 days after receiving notice to proceed.
Task 3 – Topographic Survey	-	Completed during Task 2 schedule
Task 4 – 30% Design Services	60 days	30% Design Services will be completed within 60 days after receiving Owner comments from the 10% review design meeting and completion of Tasks 3 and 5.
Task 5 – Geotechnical Exploration	60 days	Completed after easement for Sportsman Airpark is obtained.
Task 6 – Preliminary DEQ review and coordination	-	Submission to DEQ will occur within 7 days of 30% design review meeting with Owner.

COMPENSATION

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Owner. Lump sum amounts shall include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

Task	Type	Amount
Task 1 – Project Management	LS	$31,785
Task 2 – 10% Pre-Design Services	LS	$42,675
Task 3 – Topographic Surveying	LS	$58,982
Task 4 – 30% Preliminary Design Phase Services	LS	$37,195
Task 5 – Geotechnical Exploration	LS	$31,444
Task 6 - Preliminary DEQ review and coordination	LS	$5,120
Task 7 – Final Design Phase Services (TBD)	-	-
Task 8 – Permitting (TBD)	-	-
Task 9 – Bidding Phase Services (TBD)	-	-
Task 10 – Construction Administration Services (TBD)	-	-
Task 11 – Construction Observation Services (TBD)	-	-
Task 11 – Management Reserve	LS	$10,000
Total Cost		**$217,201**

LS = Lump Sum T&M = Time and Materials

EXHIBIT A

June 05, 2026

Keller Associates
Attn: Lucas Henry, PE
4800 SW Griffith Drive, Suite 128
Beaverton, OR 97005
lhenry@kellerassociates.com

RE: Springbrook Sewer Main, Newberg, OR

Dear Lucas,

Thank you for contacting FFN Surveying in regard to surveying services for the above referenced project in Newberg, Oregon. This proposal states our cost and scope of services to complete the requested work.

Per a request sent by you, this topographic survey will encompass all that area as shown in green (Sportsman Airpark area) and blue (Public Right of Way area) on the attached exhibit map. You will also find an attached "Scope of Services" detailing the project scope to ensure we are complying with your project needs. In addition to said topographic survey, we have also included an hourly rate for any private utilities that may need to be located over the Sportsman Airpark area as well as a fee to make a return site visit to locate bore hole locations, once completed, and update the original topographic drawing. As an optional part of this work, we have also included a fee to collect and incorporate georeferenced aerial image files for the entire survey area.

Upon your notice to proceed, we will coordinate with you to determine a project completion date as to not delay progress on your end.

Thank you for the opportunity to be of service to Keller Associates. If you have any questions regarding this proposal, please do not hesitate to ask.

Sincerely,

Steven L Howell, PLS

EXHIBIT A

Scope of Services

Topographic Surface (area shown in blue & green on attached Exhibit Map):

- Locate existing monumentation to compete a boundary and right of way resolution of subject area
- Map any easements of record within green area of private airfield property *(client to provide all title data to complete this task)*
- Full topographic surface data and underground utilities within area shown on the attached .pdf
- Obtain spot elevations at a maximum 50 foot on center spacing, including along roadway centerlines, top of curb, flowline of curb, lip of gutter, etc, to the nearest 0.01 foot
- Any additional spot elevations needed to adequately identify grade breaks and other topographic features.
- Order One-Call utility locates for any underground utilities within public right of way
- Locate all surface features over subject area, including but not limited to: accessways, driveways, curbs, structures, fences, poles, disposal areas, drainage areas
- Locate all ground and above ground utilities, including but not limited to: utility poles, overhead utility wires, manholes, catch basins, cleanouts, meters, valves, vaults, boxes, hydrants
- Locate all trees 8" DBH and greater noting coniferous or deciduous
- Provide triangulated irregular network (TIN) to be used as a Civil 3d surface via .xml file.
- ~~Provide Georeferenced aerial image files for project extents~~
- Survey shall be based on an official benchmark acceptable to the City

Utilities (area shown in blue & green on attached Exhibit Map):

- Show utility poles, power lines, and telecommunications, etc. including any identification information.
- Storm Drain, culverts, and sanitary sewers:
    - Show rim or grate elevations and inverts for all manholes and drainage structures, with structure size (inside dimensions)
    - Show pipes diameters, pipe material, and direction of pipe.
    - Manhole symbols shall be shown at center of the lid with a note defining the manhole diameter and whether the manhole is an eccentric or concentric structure. If eccentric, note to what side of the structure (NW, SE, S, etc.) the eccentric cone is flush with.
    - Survey storm and sewer structures to the next downstream and upstream structures beyond the limits of survey.
    - Show utility lines as continuous, do not terminate shortly after a structure, extend to upstream or downstream structure

Items Not Included:

- Private Utility Locates *(unless specifically contracted)*
- Preliminary Title Reports *(for any easement mapping over airfield property)*
- Recorded Surveys or Monument setting/replacement

EXHIBIT A
survey public ROW in this section
survey ~150-feet track east of the runway on the Sportsman Airpark Property. Boundaries are approximate.
Include the natural gas line easement and alignment which travels parallel to the runway. See separate attachment.
Black Bear Diner Newberg
Hawaiian Bros Island Grill
Abby's Legendary Pizza
Wilco Farm Store
Nut Tree Ranch Mobile Estates #22
Sportsman Airpark
Manufacturing, Inc
Four Seasons Heating & Air Conditioning
Springbrook Estates Mobile Home...
HighLine Firearms
Marquis Newberg
Chehalem
N Springbrook Rd
Hayes St
E Fernwood Rd
E Hancock St
E 1st St
E 2nd St
E 3rd St
S Elliott Rd
N Elliott Rd
Huet Ave
Oak Dr
Corinne Dr
Donna Dr
Daybreak Dr
Spring Brook
Wynooski St
Google Earth
Image Landsat / Copernicus
2000 ft
N

EXHIBIT B

16520 SW Upper Boones Ferry Road, Suite 100
Tigard, OR 97224
503-641-3478 | www.gri.com

July 24, 2026

PRO NEWBERG SPRINGBROOK SEWER MAIN PROJECT
(REVISED)

Keller Associates
4800 SW Griffith Drive, Suite 128
Beaverton, OR 97005

Attention: Lucas Henry, PE

SUBJECT: Proposal for Geotechnical Investigation
City of Newberg Springbrook Sewer Main Improvement Project
Newberg, Oregon

GRI is pleased to submit this proposal to complete a geotechnical investigation for the Springbrook Sewer Main Improvement Project for the City of Newberg, Oregon (City). The purpose of our investigation will be to evaluate subsurface conditions along the proposed sewer alignment and provide geotechnical recommendations regarding the design and construction of the new segment of sewer main. Our investigation will include a review of available subsurface information for the project area, subsurface explorations and laboratory testing, engineering analyses, and preparation of a brief report summarizing the results of the investigation and providing our geotechnical recommendations for the project.

PROJECT DESCRIPTION

Based on information you provided, we understand the new segment of sewer main will be 21 inches in diameter and approximately 1.2 miles long. We understand temporary excavations up to about 10 feet deep will be required for installation of the new sewer main. The proposed new sewer alignment begins on N Springbrook Road about 500 feet south of the intersection with OR99W, extends south along N Springbrook Road up to the intersection with E 2nd Street, then runs west along E 2nd Street and inside private property along the south side of E 2nd Street up to the intersection with OR219. From this point, the alignment turns southwest and follows the east side of the existing paved runway within the Sportsman Airpark for approximately ½ mile. We anticipate that several segments along the proposed alignment will require temporary shoring to provide sidewall support during excavation for sewer installation.

SITE DESCRIPTION

Topography

Review of available topographic maps indicates the site slopes down gently toward the southwest from an elevation of 190 feet near the north end to an elevation of about 160 feet near the south

end of the alignment. The site is generally paved along segments within the existing roads and parking lots and is generally surfaced with grass along the east side of the Sportsman Airpark runway. Overhead utilities are present mainly along the west side of N Springbrook Road and the north side of E 2nd Street.

Geology

Based on our review of available geologic information and experience in the project area, we anticipate the site is mantled with soils of the Willamette Silt Formation, which generally consists of laminar beds and lenses of sand, silt, and clay. The Willamette silt is underlain by older alluvial deposits typically consisting of silt, clay, and sand.

Our experience in the site vicinity suggests the groundwater level fluctuates throughout the year, and shallow perched groundwater conditions commonly occur in the less permeable silt and clay layers following periods of intense or prolonged precipitation.

APPROACH AND SCOPE OF WORK

Our proposal is based on information you provided, our review of available geologic and geotechnical information for the project area, and our previous experience with similar projects. Our geotechnical investigation will follow the scope of work requested by you for the project and is summarized below.

1. GRI will review publicly available geotechnical, geologic, and groundwater data in the vicinity of the site and information available in GRI files.

2. Four borings will be completed near the proposed sewer alignment at locations that are readily accessible by trailer-mounted equipment. Two of the borings will be located within city streets and two will be located within the Sportsman Airpark property. The borings will be advanced to depths of about 20 feet. The total estimated drilling footage will be on the order of 80 feet. The borings will be completed with a trailer-mounted drill rig using solid-stem auger techniques. Disturbed split-spoon samples and/or undisturbed Shelby tube samples will be obtained from the borings at about 2.5-foot intervals of depth in the upper 15 feet and at 5-foot intervals below this depth. The Standard Penetration Test will be conducted while the disturbed split-spoon samples are being taken.

   The borings will be subcontracted to a drilling contractor experienced in drilling and sampling soils for engineering purposes. The drilling and sampling will be accomplished under the direction of a GRI representative, who will locate the general areas for drilling and maintain a log of the materials and conditions disclosed during the course of the work. Prior to completing the borings, the presence of underground utilities will be reviewed through the public one-call system and by a private utility locator. Upon completion of the borings, the resulting holes will be backfilled in accordance with applicable Oregon Water

Resources Department requirements. In paved areas, the ground surface at boring locations will be repaired using cold-patch asphalt or quick-set concrete.

We anticipate a permit through the City of Newberg Public Works Department will be required for completion of the two borings within the City Right-of-Way. For the purpose of this proposal, we have assumed GRI will obtain the permit, but that the City will not charge for the permit. We anticipate that as part of the City permit requirements, GRI will prepare and submit a brief Exploration Work Plan (EWP).

We anticipate the two borings along N Springbrook Road and E 2nd Street will require single-lane closures and appropriate traffic control. Traffic-control services will be provided by a qualified traffic-control subcontractor, D&H Flagging, Inc. of Portland, Oregon, in accordance with the Oregon Department of Transportation (ODOT) Oregon Temporary Traffic Control Handbook (OTTCH). We understand, based on discussions with ODOT and the City, that the subsurface exploration work will need to be completed during nighttime hours. For work within the public right-of-way, we understand allowable night work will be Sunday through Thursday from 7:00 p.m. to 5:00 a.m. Within the Sportsman Airpark property, we understand allowable night work will be from about 8:00 p.m. to 6:00 a.m.

3. Laboratory tests will be conducted to provide data on the important physical characteristics of the soils encountered in the borings. The laboratory tests will be limited to standard classification tests, such as natural water content determinations, Atterberg limits determinations, sieve analyses, and unit weight determinations.

4. Geotechnical conclusions and recommendations will be prepared concerning utility installation, including (1) earthwork and wet-weather construction; (2) temporary excavations and shoring; (3) groundwater management; (4) subgrade preparation and base stabilization; and (5) structural backfill requirements.

5. A report will be prepared that discusses the work accomplished and presents the results of the subsurface explorations, laboratory testing, and engineering analyses. The report will be provided in electronic format for your use and distribution.

SCHEDULE

We are in a position to begin field explorations within about three to four weeks following your authorization to proceed, depending somewhat on the availability of a drill rig and processing of required permits. It is anticipated the final report on the investigation can be submitted to you within four to five weeks after the completion of all field work. Information can be submitted to you informally as it becomes available from the investigation.

ASSUMPTIONS

The scope of services and our fee are based on the following assumptions:

1. We assume that all private property access approvals will be coordinated and completed by others. We assume that our field work can be completed without time delays associated with property access approvals. If access to subsurface explorations is delayed due to lack of property access approvals or other property access issues, we will put the drilling subcontractor and our field staff on standby and contact you for further guidance.

2. We assume the City will allow a single-lane closure along N Springbrook Road and E 2nd Street to perform the work and that a brief EWP will be sufficient to fulfill permitting requirements.

3. We assume that review of available groundwater data and measurements of groundwater at the time of drilling will be sufficient for the design of the project and that installation and monitoring of piezometers will not be required at this time.

4. Our proposal assumes that petroleum products or other potentially hazardous materials will not be encountered during our subsurface explorations. If petroleum products or other potentially hazardous materials are encountered during our subsurface explorations, we will immediately stop drilling, place the drilling subcontractor and our field staff on standby, and contact you for further guidance. The standby time has not been included in our cost estimate and will be billed on a time-and-expenses basis in accordance with the attached Fee Schedule.

5. This proposal assumes that post-report consultation and review of geotechnical-related plans and specifications are not included in the scope of this contract. When needed, these services can be provided for an additional fee.

EXHIBIT B

Please contact the undersigned if you have any questions regarding this proposal. We request that formal authorization for our services be provided by signing and returning one copy of the attached General Conditions of the Proposal. We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project.

Submitted for GRI,

John K. (Jack) Gordon, PE
Principal

Jennifer C. Farias, PE
Project Engineer

Enclosures: General Conditions of the Proposal
Fee Schedule

REQUEST FOR COUNCIL ACTION

Date Action Requested: (September 21st, 2026)

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐ No. 2026-4047	
Subject: A Resolution Authorizing a Non-Exclusive Temporary Public Access Easement (Tax Lots 6400, 6500, 6600)	Staff: CM & City Attorney Department: Administration and Legal
Business Session	Order On Agenda: Consent
Hearing Type: Administrative	

Is this item state mandated? Yes ☐ No ☒

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

Recommendation:

Staff recommends that council approve resolution 2026-4047 by consent so as to allow a temporary trail to be built in the interests of pedestrian safety.

Executive Summary:

During the spring and summer of 2026 city staff including the CM and City Attorney worked with the developer of Collina at Springbrook (Aspen Way West, LLC) to consider improvements that will ensure that pedestrians will be safe. The developer is concerned that foot traffic coming from the new development might walk along the North Side of Mountainview Road to reach places to the East. Concerns were also raised about unsafe crossing points near Hess Creek.

There is an appropriate crossing point at the junction of N. Aspen Way and Mountainview Drive, but it will be several years before the next phases of Mountainview are developed to crease a proper sidewalk. After considering many options the idea was floated by the development team that with some small amount of legislative action a bark chip trail could be created. This would be a temporary measure until Collina develops all of the Northern sections of Mountainview.

To ensure safety these discussions have developed into an MOU and a public easement in partnership with the developer and the input of the City Attorney.

These documents sit before council today and with authorization this safe route can be created until such time as the Collina project develops further. At that time the trail will be replace by a normal concrete sidewalk installed by the developer.

Fiscal Impact:
This project has used approximately $400 hours of legal and several hours of staff time. The city has been collecting tree trimmings from its regular trimming program to use as raw material for this trail. The developer will lay out and grade the path and city staff will help put down the re-used bark. In total I expect a few thousand dollars will serve to create this path to ensure pedestrian safety in the indicated area for several years.

Council Goals:
Goal 2: Enhance community safety

RESOLUTION NO. 2026-4047

A Resolution to authorize a Memorandum of Understanding and a Public Easement to create a Temporary Bridge Pathway Extension for Pedestrian Safety on N. Mountainview Road.

Recitals:

1. In the Spring and Summer of 2026 several meetings took place between Collina at Springbrook (Aspen Way West, LLC) to consider pedestrian safety along North Mountainview Road.

2. The idea of a public / private act of co-production was suggested to create a temporary trail to the East.

3. In August of 2026 the City Attorney's office drew up the necessary documents to empower this plan.

The City of Newberg Resolves as Follows:

1. To approve the Bridge Pathway Extension Memorandum of Understanding

2. To authorize the Public Easement - Bridge Pathway Extension

Effective Date of this resolution is the day after the adoption date, which is: September 22nd, 2026.
Adopted by the City Council of Newberg, Oregon, this 21st day of September, 2026.

_____
Rachel Thomas, City Recorder

Attest by the Mayor this 21st day of September, 2026.

_____
Bill Rosacker, Mayor

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is made and entered into, as of September ___, 2026, by and between Aspen Way West, LLC ("AWW"), an Oregon limited liability company, and the City of Newberg (the "City"), an Oregon Municipal Corporation (each a "Party" and, collectively, the "Parties").

RECITALS

A. Pahlisch Homes, Inc. ("Pahlisch Homes") is the developer of a subdivision referred to as "Collina at Springbrook" (the "Subdivision"), which is located in the City of Newberg, Oregon.

B. Pursuant to the City's approval for the Subdivision, Order No. 2023-44 and Ordinance No. 2023-2915, the City imposed Condition of Approval C.4.t requiring Pahlisch Homes to construct a shared-use, non-vehicular, pedestrian and bicycle pathway and bridge (the "Bridge Pathway") on a portion of property adjacent to E. Mountainview Drive that is owned by AWW.

C. Pahlisch Homes constructed the Bridge Pathway, with the eastern pathway terminating on the north side of E. Mountainview Drive near the intersection at N. Alice Way.

D. AWW expressed concerns to Pahlisch Homes about the safety of the terminus of the pathway due to the lack of a crosswalk and significant sight distance problems that make it difficult for vehicles to see pedestrians and bicycles crossing at this location. Pahlisch Homes placed a barrier at the terminus of the Bridge Pathway as a temporary safety measure.

E. AWW submitted a Traffic Safety Issue Report to the City, dated December 5, 2025, requesting that the City review the safety of the Bridge Pathway terminus. In response to the Traffic Safety Issue Report, the City requested that Keller Associates perform a traffic safety study to determine if the terminus of the Bridge Pathway is safe and, if not, recommend mitigation measures.

F. Pursuant to a Technical Memorandum from Keller Associates, dated May 21, 2026, Keller Associates concluded that there are existing safety issues with the Bridge Pathway terminus and recommended several options for mitigating the measures to address these issues, including constructing an asphalt multi-use pathway along the north side of E. Mountainview Drive from the existing pathway terminus to NE Aspen Way. AWW owns the property where Keller Associates recommended the pathway.

G. Since Pahlisch Homes has a portion of the AWW property located north of E. Mountainview Drive from the Bridge Pathway terminus to NE Aspen Way under contract for a future subdivision development and will be constructing a paved public sidewalk as part of that development, the Parties determined that a paved or asphalt pathway would conflict with the future subdivision development and would be required to be removed upon the future development of this area.

H. The Parties determined that the best option for addressing the existing safety issues with the pathway terminus at this time is a soft or wood-chipped trail along the north side

of E. Mountainview Drive from the Bridge Pathway terminus to NE Aspen Way (the "Pathway Extension").

I. The Parties agreed to share the responsibility for the design, construction and maintenance of the Pathway Extension pursuant to the terms and conditions set forth in this Memorandum.

AGREEMENT

1. Design of the Pathway Extension. AWW shall be responsible for the design of the Pathway Extension at its sole cost. The City shall reasonably cooperate with AWW and its consultants in reviewing and approving the final design of the Pathway Extension in a timely manner.

2. Permits for Pathway Extension. The Parties agree that the only permit required for the Pathway Extension will be the erosion control permit issued on August 20, 2026, under Permit No. ERC-26-4. The City agrees to waive the permit fee for the erosion control permit.

3. Grading for the Pathway Extension and Removal of the Pavement Section. AWW shall be responsible for the grading work associated with the Pathway Extension and staking the Pathway Extension at its sole cost. As part of the grading work, AWW shall remove the temporary barricade and short pavement section that connects the existing pathway to E. Mountainview Drive.

4. Placement of Wood Chips. The City shall be responsible for providing the wood chips that will be used for the Pathway Extension and delivering the wood chips to the site at its sole cost. Upon AWW's completion of the grading work addressed in Section 3 above, the City will provide wood chips and install the wood chips along the Pathway Extension consistent with the approved design. The City shall not charge AWW for the wood chips or installation assistance.

5. Public Easement. AWW agrees to record a public easement allowing public pedestrian and bicycle access on the Pathway Extension as set forth in the attached Non-Exclusive Public Easement Agreement (the "Public Easement"). The Public Easement shall provide that it will terminate upon the commencement of the construction of the future development of this portion of the property and construction of the planned paved sidewalk. AWW shall be permitted to install signage consistent with the City's signage regulations, along the Pathway Extension advising the public that the area outside the Public Easement is private property and no trespassing is allowed.

6. Maintenance of the Pathway Extension. AWW, and its successors and assigns, shall be responsible for the maintenance and repair of the Pathway Extension at its sole cost.

7. Entire Agreement; Modification. This Memorandum constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements, representations and understandings of the parties with respect to its subject matter. No modifications or amendments to this Memorandum shall be valid and binding unless made in writing and signed by each of the parties.

8. Severability. Whenever possible, each provision and term of this Memorandum will be interpreted in a manner to be effective and valid but if any provision or term of this Memorandum is held to be prohibited by or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Memorandum. If a court of competent jurisdiction should determine that any covenant in this Memorandum is unreasonable with respect to its scope, duration, geographic scope, or any other reason, then such determination shall not affect the continuing validity or enforceability of such covenant, as the court deems reasonable.

9. Waiver. Waiver by any party of strict performance of any provision of this Memorandum shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

10. Binding Effect. This Memorandum shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the Parties.

11. Counterparts. This Memorandum may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Memorandum and all of which, when taken together, will be deemed to constitute one and the same agreement.

12. Headings. The headings contained in this Memorandum are inserted for the convenience of the parties only and shall not be interpreted to alter or otherwise effect the terms of this Memorandum.

13. Governing Law. This Memorandum shall be interpreted and enforced according to the laws of the state of Oregon.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be duly executed and delivered as of the date first set forth above.

ASPEN WAY WEST, LLC

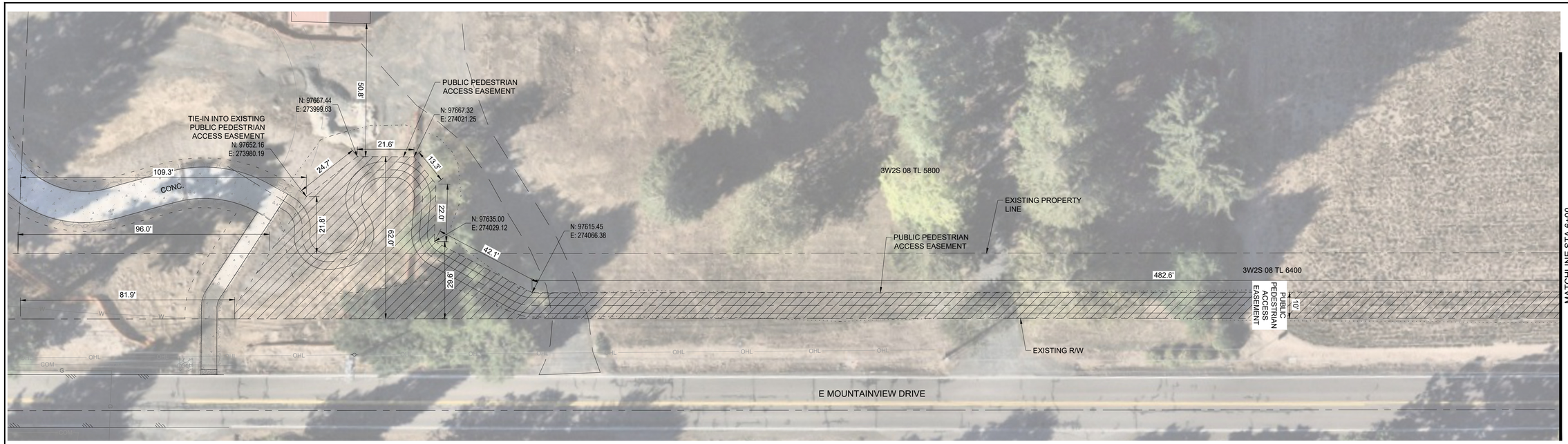
By: Austin Industries LLC,
an Oregon limited liability company, its Manager

By: _____
Name: Brian Naffin
Title: Manager
Date: _____

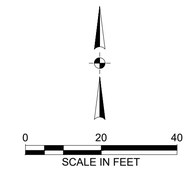
CITY OF NEWBERG

By _____
Name: Will Worthey
Title: City Manager
Date: _____

Exhibit B

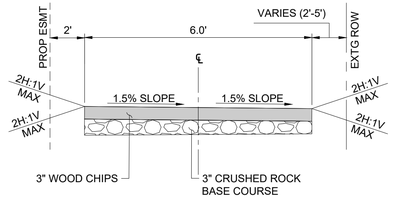


MOUNTAINVIEW DRIVE SOFT SURFACE TRAIL PLAN STA 0+25 TO 6+00



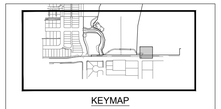
LEGEND

- GRADING LIMITS
- PROPERTY LINE
- R/W LINE
- PROPOSED EASEMENT LINE



MOUNTAINVIEW DRIVE SOFT SURFACE TRAIL TYPICAL SECTION STA 1+97.62 - 19+47.10

(LOOKING EAST)
NTS



KEYMAP

Otak, Inc.
808 SW Third Avenue, Ste. 800
Portland, OR 97204
503. 287. 6825
www.otak.com

STAMP

CONSULTANT

MOUNTAINVIEW DRIVE SOFT TRAIL

SOFT SURFACE TRAIL ALIGNMENT

CITY OF NEWBERG, OR

SOFT TRAIL EASEMENT EXHIBIT

TITLE

#	DATE	DESCRIPTION

REVISIONS

NAVD88
DATUM

DCH — DRAWN BY
KJB — CHECKED BY

FINAL DESIGN
STATUS

09/16/2026
DATE

23017
PROJECT NUMBER

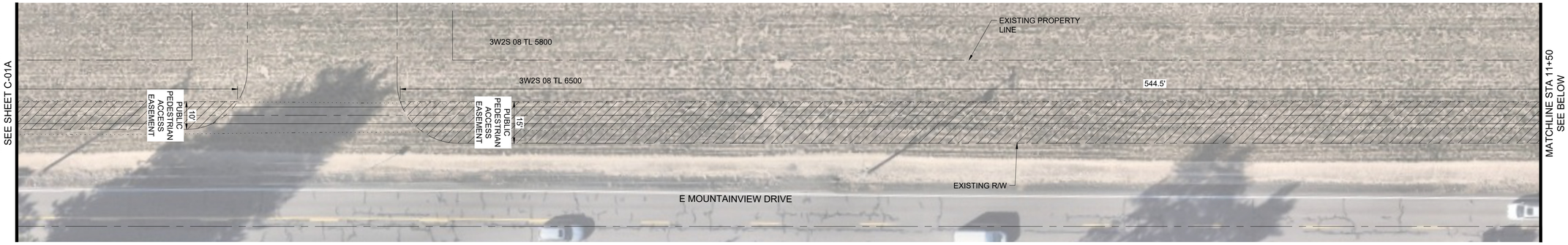
C-01A

© 2026 OTAK, INC.

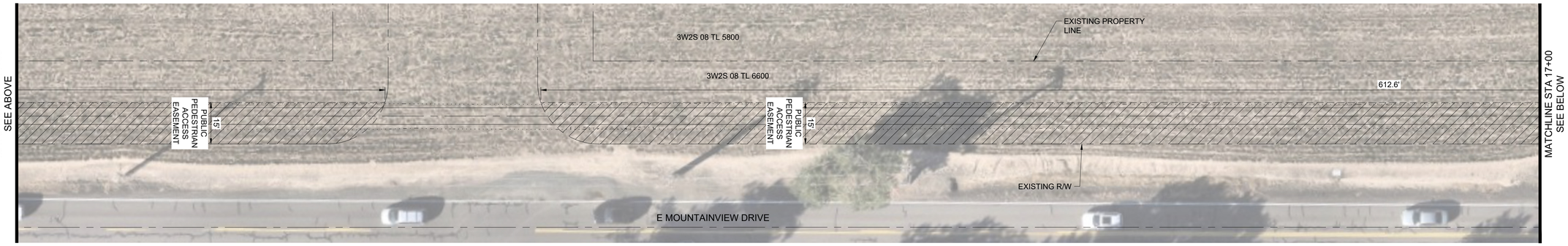
If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.

Exhibit B

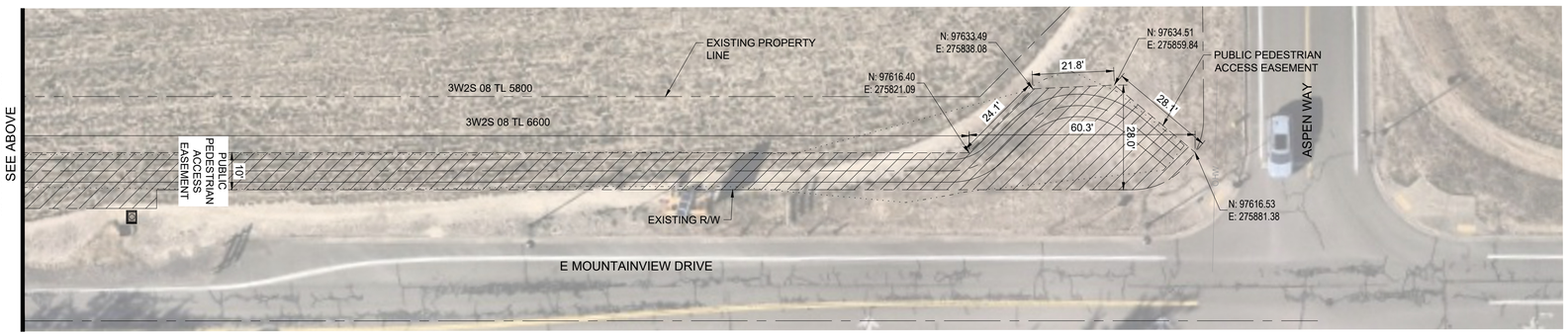
Plotted: Sep 16, 2026 - 9:18am Keith.Huisman O:\PROJECT\21100\21141\04 CAD\ACAD\Dwg\Hess Creek Land Preserve - Mountainview Dr Trail\C23017C3D_ESMT Exhibit.dwg Layout Name: c3.00



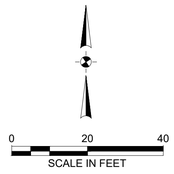
MOUNTAINVIEW DRIVE SOFT SURFACE TRAIL PLAN STA 6+00 TO 11+50



MOUNTAINVIEW DRIVE SOFT SURFACE TRAIL PLAN STA 11+50 TO 17+00

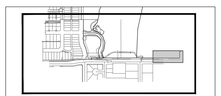


MOUNTAINVIEW DRIVE SOFT SURFACE TRAIL PLAN STA 17+00 TO 20+16



LEGEND

- GRADING LIMITS
- PROPERTY LINE
- R/W LINE
- PROPOSED EASEMENT LINE



KEYMAP

Otak

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CITY OF NEWBERG, OR

SOFT TRAIL EASEMENT EXHIBIT

TITLE

#	DATE	DESCRIPTION

REVISIONS

NAVD88
DATUM

DCH
DRAWN BY

KJB
CHECKED BY

FINAL DESIGN
STATUS

09/16/2026
DATE

23017
PROJECT NUMBER

C-01B

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If this drawing is not 22" x 34", it has been reduced/enlarged. Scale accordingly.

Exhibit B

Plotted: Sep 16, 2026 - 9:07am keith.bulsman O:\PROJECT\21000\21141\04 CAD\ACAD\Dwg\Hess Creek Land Preserve - Mountainview Dr Trail\23017C3D_FSMT Exhibit.dwg Layout Name: C3.01

REQUEST FOR COUNCIL ACTION

Date Action Requested: September 21, 2026

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ No. 2026-4044	
Subject: Exemption from Competitive Bidding and Use of CM/GC Contracting Method for WWTP Upgrades	Staff: Ahmad Qayoumi Department: PW Operations and Engineering
Business Session	Order On Agenda: New Business
Hearing Type: Legislative ☐ Quasi-Judicial ☐ Administrative ☐ Not Applicable ☒	

Is this item state mandated? Yes ☐ No ☒
If yes, please cite the state house bill or order that necessitated this action:

Recommendation:
Staff recommends that Council approve Resolution 2026-4044

Executive Summary:

The Council acts as the City's local contract review board and is authorized under ORS 279C.335(2) to, upon making specific findings, exempt certain public contracts or classes of contracts from the competitive bidding process otherwise required by the City's Public Contract Rules and Oregon's Public Contracting Code.

Staff believes that use of the CM/GC contracting method will be advantageous for the construction of updates and improvements to the City's wastewater treatment plant. Because the CM/GC method of contracting engages the construction contractor early in the design process and well before construction documents are complete, it is not possible to use the competitive bidding process to award the CM/GC contract. Instead, the City will have to consider evaluation criteria other than contract price in its award of the contract, necessitating an exemption from competitive bidding.

Fiscal Impact: While the overall project could be as much as $32M this contracting method allows for tight fiscal controls to be put in place and for value engineering to be a component from the start. This will assist with cost containment.

Council Goals:
Goal A: Ensure Newberg infrastructure (roads, water, city employees) is in good repair and supply.

RESOLUTION NO. 2026-4044

A RESOLUTION Exempting the Wastewater Treatment Plant Upgrades from Competitive Bidding and Allowing Use of CM/GC Contracting Method

Recitals:

1. **WHEREAS,** the Newberg City Council is the City of Newberg's Local Contract Review Board (the "Board") pursuant to ORS 279A.060; and;

2. **WHEREAS,** ORS 279C.335(2) authorizes the Board to exempt certain public contracts or classes of contracts from the competitive bidding process otherwise required by the City's Public Contract Rules upon certain findings; and;

3. **WHEREAS,** the City is planning to expand, repair, and modify certain components of its wastewater treatment plant to increase capacity in liquids and solids treatment processes ("the Project"); and;

4. **WHEREAS,** the Project involves construction within an existing and operating wastewater treatment plant under schedule and budget pressure, and, therefore, staff recommends that the Board approve an exemption from competitive bidding as allowed under ORS 279C.335(2) to authorize the use of the construction manager/general contractor ("CM/GC") alternative contracting method; and

5. **WHEREAS,** the City has prepared the finding required under ORS 279C.335(2), and the findings are attached to this Resolution as Exhibit A ("the Findings").

The City of Newberg Resolves as Follows:

1. The Newberg City Council, acting in its capacity as the Board, has been presented with the Findings and concurs with and adopts the Findings.

2. The Newberg City Council, acting in its capacity as the Board, approves an exemption from competitive bidding pursuant to the Findings procure construction services for the Project and elects to utilize the CM/GC contracting method**.**

Effective Date of this resolution is: September 22, 2026.
Adopted by the City Council of Newberg, Oregon, this 21 day of September, 2026.

_____
Rachel Thomas, City Recorder

Attest by the Mayor this _____ day of September 2026.

_____
Bill Rosacker, Mayor

EXHIBIT A

BACKGROUND

The City of Newberg (the "City") is planning to expand, repair, and modify certain components of its wastewater treatment plant to increase capacity in liquids and solids treatment processes. Specifically, the City plans construct a new oxidation ditch, add two new secondary clarifiers, expand chlorine contact basins, and construct other infrastructure to pivot to a 100% aerated static piles process.

Design, construction, and integration of new and upgraded facilities within an existing wastewater treatment plant requires a contractor experienced in similar projects that can work around the hazards, and operational constraints associated with constructing new components to a wastewater treatment plant and making modifications to existing portions of the wastewater treatment plant.

The phasing and staging of this project combined with the duration of construction make this a unique project that requires a contractor that can come in early and help the City develop and phase the work. The complexity of the project and the attendant need for close coordination during the project by required project participants will be best addressed through the use of the CM/GC contracting process. Optimal value for the City is to have the CM/GC participate early in the design process so that the design team can integrate ideas and methods into the design process.

Use of the CM/GC process is expected to accelerate the project schedule compared to a traditional procurement approach. This is of particular use because the Oregon Department of Environmental Quality has notified the City that its wastewater treatment plant is at risk of exceeding its capacity for winter flows. As a result, there is schedule pressure to complete the project in order to avoid the consequences of exceeding plant capacity.

FINDINGS

A. In accordance with ORS (2)(a), the Council finds that utilizing the CM/GC process is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition because a competitive RFP process will be utilized to solicit the CM/GC.

The RFP process will promote fair and unbiased competition among CM/GC firms. The RFP process allows the City to select the firm and its team members that are best suited for the project based on factors such as experience, ability to respond to the technical complexity or unique character of the project, value engineering ideas, schedule enhancement, past performance, price and other factors specific to the project. Selection of the best proposal received via the RFP process will be based on a team review of weighted evaluation criteria.

The RFP will be publicly advertised to ensure an open and competitive process. Because in addition all major components of the project will be competitively solicited, the suggested process will not encourage favoritism in the awarding of public improvement contracts or substantially diminish competition for public improvement contracts.

B. In accordance with ORS 279C.335(2)(b), the Council finds that utilizing the CM/GC process will result in substantial cost savings to the City because participation of the contractor in the design of the plant improvements, as provided in the CM/GC process, will more easily allow the incorporation of quality materials and equipment, selected on performance and life-cycle cost rather than the lowest initial price.

The CM/GC will also make value engineering recommendations during the design process that will save costs in the overall construction of the Plant. Furthermore, involving the CM/GC early on, in the design of the plant improvements, will improve communication and continuity, which the Council expects will expedite decision making and reduce costly project delays.

C. In accordance with ORS 279C.335(2)(b)(A-N), the Council makes the following specific findings in support of the above-noted findings:

1. *How many persons are available to bid*: The Council anticipates that based on previous public improvement projects of a similar nature, it is reasonable to anticipate that several firms will provide proposals for this project.

2. *The construction budget and the projected operating costs for the completed public improvement*: The construction budget is approximately $25M. The Council anticipates that this form of contracting will provide a more competitive project and cost less. The Council expects that the improved design resulting from the CM/GC's early participation during the design phase will reduce long-term operating cost. Furthermore, by selecting a qualified CM/GC through the RFP process, the City will benefit by proper construction of new components and modification of existing components. This will improve the quality of the construction and installation increases life expectancy and total life cycle costs for the City's new systems.

3. *Public benefits that may result from granting the exemption*: Unlike a traditional design/bid/build procurement, an RFP process allows the City to review the qualifications of the proposed GC's project team, ensuring the selected firm(s) has experience and expertise in development of municipal wastewater treatment plants. This is important to ensure that the selected contractor has the experience and capacity to build and renovate complex facilities in an existing wastewater treatment plant.

Bringing the CM/GC on during the design phase also promotes an early team approach that leads to better communication, continuous value engineering, and improved constructability review, which results in an improved final design and, consequently, a more streamline construction process. The City expects that the CM/GC process will reduce change orders and limit delays during the construction phase. The City also expects that the CM/GC team approach will allow better monitoring by staff to ensure that the Project stays within budget. The CM/GC approach will also allow for early procurement of necessary equipment to address the supply chain issues and material escalation that we have been experiencing for the last several years.

Overall, the public benefits of the CM/GC process include cost savings, better achievement of City community goals, and more timely delivery of the project due to fewer changes and disruptions.

4. *Whether value engineering techniques may decrease the cost of the public improvement*: Value engineering is a routine practice in public improvement projects regardless of procurement method. The CM/GC delivery method allows for the general contractor to participate in the value engineering process during the design phase, resulting in a more effective and efficient process as compared to value engineering via change orders to a completed design. The inherent flexibility and team approach of the CM/GC process allows the City to more easily change the design and scope of work as necessary to meet the project budget before the final design is fixed. This is not something that the traditional bid process offers.

Value engineering may or may not decrease the contract sum but it will improve the City's ability to manage the project within the budget and will reduce extra-cost change orders and the costs associated with the attendant project delay.

5. *The cost and availability of specialized expertise that is necessary for the public improvement*: The project is complex in that it requires the construction and integration of new improvements into an existing facility, and modification of existing improvements. Therefore, the project requires contractor with the appropriate expertise and experience to not only oversee the construction, but to manage multiple subcontractors working in an existing, operating City facility. The RFP process allows for review of contractor expertise and the particular expertise of the contractor's proposed team not afforded by a low-bid procurement.

6. *Any likely increases in public safety*: The CM/GC process will enhance public safety because the City will be able to consider the safety record of the contractors selected and because the CM/GC will be integral to planning the construction schedule and safety measures during the design phase. Because the wastewater treatment plant will be operating throughout construction, this public safety benefit is particularly important.

7. *Whether granting the exemption may reduce risks to the contracting agency . . . or the public that are related to the public improvement*: The scope of the work requires the contractor to work around the hazards and operational constraints associated with constructing new improvements within, and modifications to portions of, the existing wastewater treatment plant under schedule pressure. Directly involving the contractor in development during the design phase will result in a more realistic, achievable, and expeditious schedule. Furthermore, using an RFP process allows for review of contractor expertise that is not afforded by a low-bid procurement. In addition, the CM/GC process allows the contractor to discover and help address complicated technical issues during the document design process, which facilitates advanced problem solving. The risks are better understood and addressed early in the process, reducing financial and schedule risks as a result.

8. *Whether granting the exemption will affect the sources of funding for the public improvement*: This project will be funded by water rates, wastewater rates, wastewater system development funds, and grants that may become available. There will be no impact on this funding source due to the CM/GC process.

9. *Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public*

improvement: Because the CM/GC process results in the selection of the general contractor early in the design phase, the City is better able to take advantage of market prices by facilitating early purchase of certain project elements. The key value added by the CM/GC process is the real time market job costing from projects around the Willamette Valley market and the West Coast. This knowledge allows the contractor and architect time to consider less costly complementary or alternative items.

10. *Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement*: The CM/GC process will help deliver a successful project. One of the biggest advantages to the CM/GC method is the ability to coordinate all technical work before construction. Being able to apply best practices with the design team, the City, and the Contractor will allow for a better product within budget constraints. As described above, the areas of technical complexity include:

- Construction and integration of new facilities into an existing wastewater treatment plant.
- Schedule constraints.

11. *Whether the public improvement involves new construction or renovates or remodels an existing structure*: This project involves constructing and integrating new facilities into an existing wastewater treatment plant. Conducting such work in an operating water treatment plant increases that complexity. Use of the CM/GC process will ensure that the selected contractor has the experience and expertise to do the job.

12. *Whether the public improvement will be occupied or unoccupied during construction*: The existing wastewater treatment plant will continue to be occupied during the construction.

13. *Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions*: Construction is anticipated to occur in a single phase.

14. *Whether the contracting agency or state agency has, or has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency or state agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract*: City staff has previous experience with the CM/GC method, and the design team is anticipated to be lead by a firm that has experience with CM/GC contracting. Furthermore, the City's legal counsel, Miller Nash, has extensive experience with the CM/GC alternative contracting method and has represented public contracting agencies on multiple CM/GC projects.

Ultimate Finding: For the reasons set forth above, use of the CM/GC Alternative Contracting method for this project is likely to result in substantial cost savings and deliver other significant public benefits as compared to use of the standard design/bid/build process within the meaning of ORS 279C.335(2)(b).

Waste Water Treatment Plant
Oxidation Ditch
City's Largest Capital Improvement Project

Newberg Wastewater Treatment Plant Upgrade

Oxidation Ditch Project

- Estimated construction value: approximately **$25–27 million**
- Engineering services approximately **$3.9 million (under negotiation)**
- Critical infrastructure investment
- Supports future community growth
- Protects regulatory compliance and environmental stewardship

Purpose:

Provide an update on consultant contract award, procurement strategy, and upcoming milestones

Why This Project Matters

Current drivers include:

- Aging wastewater infrastructure
- Population growth
- Maintaining DEQ permit compliance
- Improving long-term treatment reliability
- Preserving capacity for future expansion
- Reducing operational risk

This project is not simply replacing old equipment, it is positioning Newberg's wastewater system for the next several decades.

Consultant Selection

Recommended Consultant- Keller Associates

Reasons for selection:

- Extensive wastewater treatment experience
- Strong CM/GC project experience
- Demonstrated value engineering approach
- Collaborative design philosophy
- Ability to assist throughout design and construction

Current recommendation:

- Award engineering contract
- Begin preconstruction services
- Initiate design and cost validation

Why CM/GC? & Not Traditional Design-Bid-Build

Advantages include:

- Contractor involvement during design
- Better cost estimating
- Constructability reviews
- Reduced change orders
- Earlier identification of risks
- Improved project scheduling
- Value engineering before construction
- Guaranteed Maximum Price (GMP)

Benefits of CM/GC for Newberg

The CM/GC process allows the City to:

- Evaluate alternative designs
- Reduce construction costs
- Optimize sequencing
- Procure long-lead equipment early
- Maintain WWTP operations during construction
- Improve contractor collaboration
- Reduce schedule delays
- Increase cost certainty before construction begins

One of the biggest benefits:

- Major decisions are made before construction instead of during construction.
- This aligns with the project's emphasis on using constructability expertise, market pricing, and continuous value engineering before the project becomes fully committed.

Discussion Topics

Major objectives include:

Maintain

- Treatment capacity
- Regulatory compliance
- Operational reliability
- Future expansion capability

Reduce

- Unnecessary construction costs
- Long-term operating costs
- Project risk

Preserve

- Technical quality
- Contract protections
- Financial accountability
- The negotiation framework is centered on preserving the City's essential objectives while revising scope and controlling costs.

Scope Optimization

Items currently being evaluated:

1-City Forces

Evaluate City staff completing selected RAS pump improvements where appropriate.

2-Deferred Improvements

Remove compost bays from initial construction while preserving future expansion.

3-Preferred Alternative

Proceed with Option A pending geotechnical confirmation.

4- Insurance

- Evaluate alternative insurance strategy to potentially reduce project costs.
- These strategies are intended to control costs without compromising core treatment, regulatory, operational, or long-term expansion objectives.

Preferred Alternative – Option A
WWTP Site Layout

Oxidation Ditch Location Option A
West Side, Smaller Footprint, Built with Modern Vertical Walls

ANTICIPATED CONSTRUCTION AND EXCAVATION:

- Water Surface Elevation: 167 ft
- Water Depth: 15 ft minimum (20-ft maximum)
- Ground Elevation: ~156 ft
- Bottom of Wall/Floor Elevation: 152 ft (~6 ft excavation depth)
- Structure Type: Modern design with self-supporting vertical walls.

IMPLICATIONS:

- Very shallow excavation with minimal groundwater interaction.
- No shoring is anticipated.
- Highly constructible condition.
- Much smaller footprint and substantially less excavation.

Oxidation Ditch Location Option B
East Side, Same Design as Existing

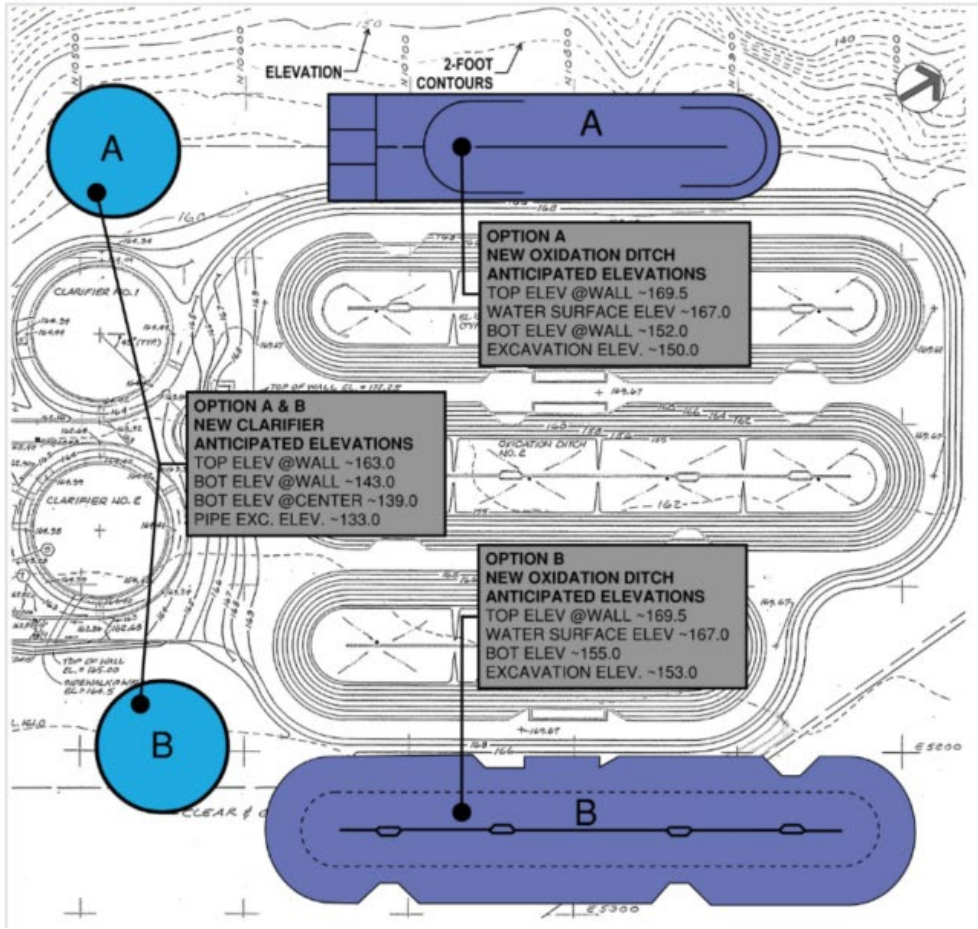
ANTICIPATED CONSTRUCTION AND EXCAVATION:

- Water Surface Elevation: 167 ft
- Water Depth: 12 ft (match existing)
- Ground Elevation: ~166 ft
- Floor Elevation: 155 ft (~13 ft excavation depth)
- Structure Type: Trapezoidal shape with shotcrete 1.5 to 1 side slopes

IMPLICATIONS:

- Excavation slopes of 1.5 to 1 will form the side slopes of the oxidation ditch.
- Potential groundwater interaction and dewatering.

Figure 11: Existing terrain with clarifier and oxidation ditch location options



Steps

Following Council approval:

Engineering

- Execute consultant agreement
- Begin Basis of Design Report
- Complete geotechnical investigations
- Complete topographic survey

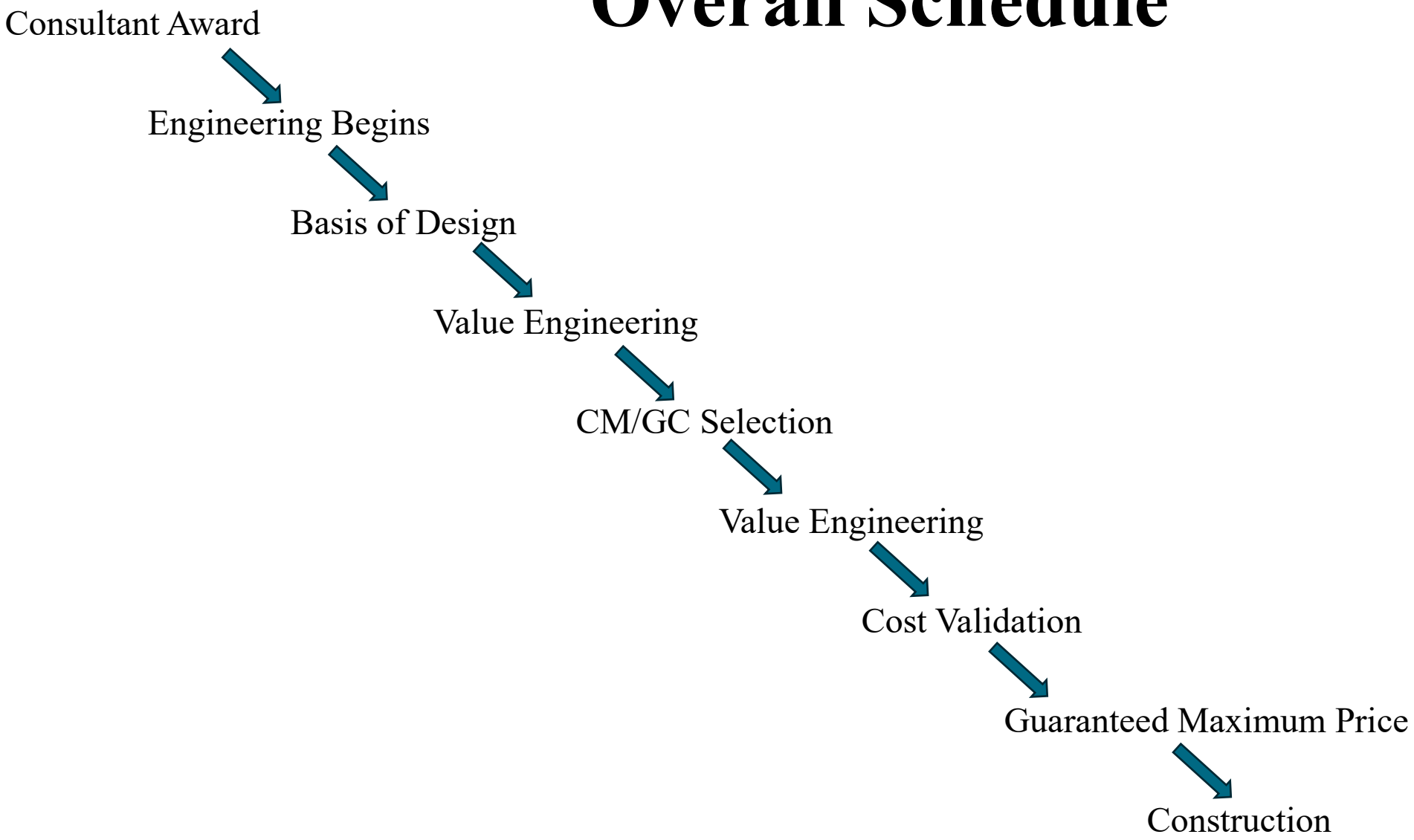
CM/GC

- Constructability reviews
- Value engineering workshops
- Updated cost estimates
- Develop Guaranteed Maximum Price (GMP)

City

- Continue negotiations
- Review insurance options
- Review engineering fees
- Return to Council as required
- The draft scope includes early geotechnical work and development of the Basis of Design Report as foundational next steps.

Overall Schedule



Recommendation

Staff recommends:

- Award the engineering services contract.
- Proceed using the CM/GC delivery method.
- Continue collaborative negotiations with Keller.
- Maintain focus on cost control, risk management, regulatory compliance, and long-term operational success.

Outcome

A resilient, reliable wastewater treatment facility while maximizing value for Newberg residents.

REQUEST FOR COUNCIL ACTION

Date Action Requested: September 21, 2026

Order ☐ Ordinance ☐ Resolution ☐ Motion ☒ Information ☐ Proclamation ☐	
Subject: River Street Ad-Hoc Committee Recommendations	Staff: CM Department: Administration
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:

Recommendation: Receive the recommendations of the River Street Ad-Hoc Committee on the proposed River Street rebuild.

Motion to direct the City Manager to proceed with a request for proposals (RFP) using the design options recommended by the River Street Ad-Hoc Committee once the finance package has been verified.

Executive Summary:
The River Street Ad-Hoc Committee began meeting in May 2026 to hear concerns from the public about the proposed Urban Renewal project for River Street and to review the various design options. The committee held four meetings that were well attended by the public and considered various proposed design options.

At the July 16, 2026 meeting, the committee voted to recommend Option 4 of the designs, commonly known as the "Talt Plan" and to recommend a primary design objective be to preserve the 58 foot cross section whenever practical.

At the August 18, 2026 meeting, the committee voted to approve the use of concrete intersections, including raised intersections, as part of the design. They also voted to approve a River Street Tree plan based upon the Newberg approved tree list.

These four decisions are now being recommended to council as they direct staff to proceed with the River Street work.

Attachment 1: July 16, 2026 River Street Ad-Hoc Committee Minutes
Attachment 2: Option 4, Talt Plan
Attachment 3: August 18, 2026 River Street Ad-Hoc Committee Minutes
Attachment 4: Concrete and Raised Intersection Information
Attachment 5: Proposed River Street Tree Plan

Fiscal Impact: The River Street work is being funded through the Newberg Urban Renewal Area tax increment financing. This motion will continue the project that has been budgeted for in that process. With the River street sewer line in the project, a likely dollar amount of $12.5M is possible.

At future council meetings expenditure authorizations will be sought.

City of Newberg
River Street Ad-Hoc Committee Meeting Minutes
July 16, 2026, 6:00 PM-8:30 PM

1. Call to Order
The River Street Ad-Hoc Committee Meeting was called to order on Thursday, July 16, 2026, at 6:06 PM at the Newberg Public Safety Building, Denise Bacon Community Room, 401 E. Third Street, Newberg, OR.

2. Roll Call
Present: Councilor Turgesen, Councilor McBride, Ted Ebora, Jim Talt, Steven Brittell, Jacob Hiester, David Heddy.

Tardy: Mark Seger (arrived at 6:25 pm)

Absent: Bob Woodruff (traveling)

Also Present: Trevis Smith, Keller Associates; Percy Peralta Ramirez, Keller Associates (standing in for TJ); Alison Herrell, Oregon Department of Forestry; Brittany Oxford, Oregon Department of Forestry; City of Newberg Associate Planner Leanne Wagener; Will Worthey, Newberg City Manager

3. Pledge of Allegiance
The Pledge of Allegiance was recited.

4. Public Comment
Two members of the public addressed the committee: Lucas Morgan expressed support for exploring a repave-only option for River Street, citing lower immediate cost, reduced disruption, and additional time to deliberate long-term plans. A second speaker offered general remarks of gratitude for the community collaboration process surrounding the River Street project.

5. Discussion on Existing Business
5.3. Presentation: Oregon Department of Forestry
This item was moved to the beginning of new business discussion as a courtesy to the out-of-town presenters, by motion of the committee.

Brittany Oxford, Community Assistance Forester, and Alison Herrell, Board Certified Master Arborist and Community Assistance Forester, both of the Oregon Department of Forestry Urban and Community Forestry Program, delivered a presentation based on their walkthrough of River Street from 4th to 11th Street earlier that afternoon.

The presenters concluded that the existing right-of-way trees are, on the whole, not viable candidates for preservation under any meaningful street improvement project. Key findings included: numerous trees planted beneath utilities and subject to significant utility pruning; the presence of emerald ash borer (already detected in Newberg), which will necessitate removal of all ash trees within approximately five years regardless of project scope; bronze birch borer affecting birch trees; trees in various stages of senescence; and, critically, that any improvement project sufficient to trigger ADA ramp upgrades at

intersections would sever the critical root zones of the planter-strip trees, leaving insufficient structural roots to keep them standing safely.

The presenters noted that trees on private property beyond the sidewalk edge should be evaluated individually by a registered consulting arborist, and recommended that construction fencing (specifically chain-link, not plastic) be required by specification to protect those root zones during construction. They further recommended replanting with a diverse species palette using approximately 3-inch caliper trees, supported by an establishment care program including watering and structural pruning for a minimum of four years. The committee was encouraged to utilize the existing city street tree list developed by City Arborist Leanne, and to consider repurposing removed wood (e.g., milling into benches) as a community gesture. The presenters offered continued availability for questions, to be funneled through city staff.

5.1. Presentation & Discussion: Proposed Option 4 (Talt Plan)

*a. See printed roll plot: Exhibit A**

Travis Smith of Keller Associates presented a printed roll plot running from 3rd Street to 11th Street, illustrating the approximate footprint of the proposed typical section: two 12-foot travel lanes, two 5-foot bike lanes, curb and gutter, stormwater facilities, and sidewalk, with a construction buffer noted on each side. The team emphasized this is a pre-survey, conceptual-level product (less than 10% design) and that no line work should be considered definitive. A minor correction was noted: a previously distributed digital exhibit had incorrectly shown curb lines running through existing high-voltage power poles; this was corrected in the printed exhibit.

*b. Exhibit B: Possible Raised Intersections**

The roll plot depicted a raised concrete intersection concept at 9th Street for committee consideration. Trevis Smith noted that 9th Street was selected to illustrate what such a feature might look like in plan view, while acknowledging that photographs of similar installations in McMinnville and Beaverton provided a better sense of the actual appearance. Discussion touched on the potential benefits of raised intersections for traffic calming, ADA compliance, reduced future maintenance costs relative to asphalt, and their possible utility in minimizing encroachment into adjacent yard areas at tight corners. The committee agreed that further information —including comparative costs and safety data — was needed before a decision could be made, and deferred that decision to the next meeting.

Committee member David Heddy raised concerns about the design of the protected bike lane, specifically regarding a 90-degree curb drop adjacent to the travel lane, arguing that a floating traffic separator at road grade would be safer for cyclists, particularly children. Other committee members and city staff noted that this design option had been evaluated at a prior meeting and determined to create conflicts with existing power pole radii and the goal of minimizing yard impacts. The discussion was noted for continued consideration by the engineering team.

5.2. Discussion: Design Commitment, Maximum Permanent Corridor

The committee discussed whether the city could commit to maintaining the project within the existing approximate 58-foot right-of-way corridor. Trevis Smith of Keller Associates stated that while the typical section itself can be designed to target that constraint, interactions with individual driveways, grades, and yard frontages cannot be guaranteed in advance of a topographic survey. Staff acknowledged the concern and offered two commitments: inclusion of corridor preservation as a primary objective in the Request for Proposals (RFP), and a personal commitment from city staff to minimize impacts to private frontages throughout the design process.

Motion by Committee Member Jim Talt that the committee recommend to the City Council that the city proceed to develop the existing design concept. Seconded by Councilor McBride. Vote: Councilor Turgesen – Aye; Councilor McBride – Aye; Ted Ebora – Aye; Jim Talt – Aye; Steven Brittell – Aye; Jacob Heister – Aye; David Heddy – Aye; Mark Seger – Aye. Motion carried unanimously.

Motion that the city will endeavor, as a primary objective of the RFP, to maintain the 58-foot section whenever practical. Motion as suggested by Committee Member Jacob Hiester; seconded by Committee Member Stephen Brittell. Vote: Councilor Turgesen – Aye; Councilor McBride – Aye; Ted Ebora – Aye; Jim Talt – Aye; Steven Brittell – Aye; Jacob Hiester – Aye; David Heddy – Aye; Mark Seger – Aye. Motion carried unanimously.

5.4. Presentation & Discussion: Proposed Tree Rendering

*a. Exhibit A: Tree List Rendering**

The committee briefly acknowledged the proposed tree rendering. In light of the detailed information received during the Oregon Department of Forestry presentation, the committee agreed that substantive discussion of the tree rendering should be deferred to the next meeting to allow time to incorporate the ODF's recommendations and gather additional feedback from City Associate Planner Leanne Wagener and the ODF presenters on the current draft tree plan.

5.5. Discussion: Tree Plan V1 and Preliminary Tree List

a. Exhibit A: Tree Plan

Discussion was deferred to the next meeting. The committee agreed that the tree plan and raised intersection details would be the primary focus items for the August 18, 2026 meeting. Staff indicated that ODF and City Associate Planner feedback on the current tree plan draft would be solicited and distributed to committee members by approximately July 30, with member feedback requested by August 9 to allow for posting by August 11 in advance of the meeting.

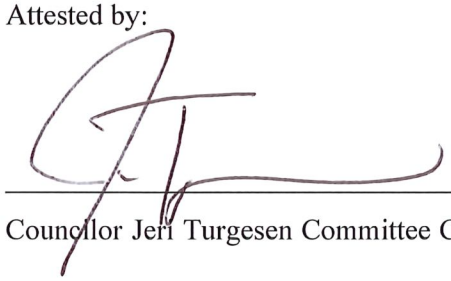
6. Scheduling of the Next Meeting

The next meeting of the River Street Ad-Hoc Committee was scheduled for Tuesday, August 18, 2026, with a targeted meeting window of 6:00 PM to 8:00 PM. Primary agenda items will be: (1) raised intersections — cost, safety data, and design implications; and (2) Tree Plan V1 with updated feedback incorporated. The committee's recommendation package is anticipated to be presented to City Council at its first meeting in September 2026 (September 8, 2026).

7. Adjournment

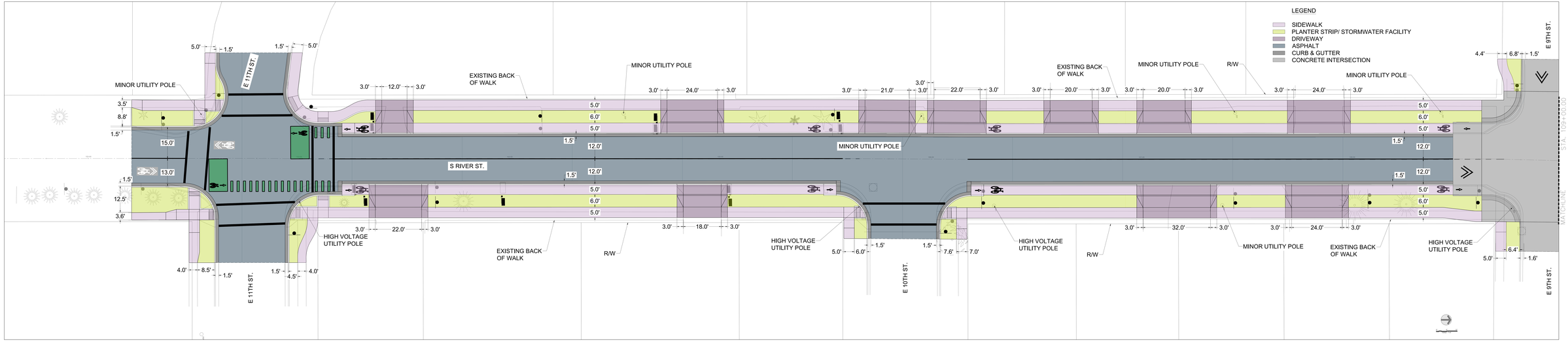
There being no further business, the meeting was adjourned at 8:35 pm.

Attested by:



Councilor Jeri Turgesen Committee Chair River Street Ad-Hoc Committee

Jennifer Delaney, River Street Ad-Hoc Committee Staff Admin


LEGEND
SIDEWALK
PLANTER STRIP/ STORMWATER FACILITY
DRIVEWAY
ASPHALT
CURB & GUTTER
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MINOR UTILITY POLE
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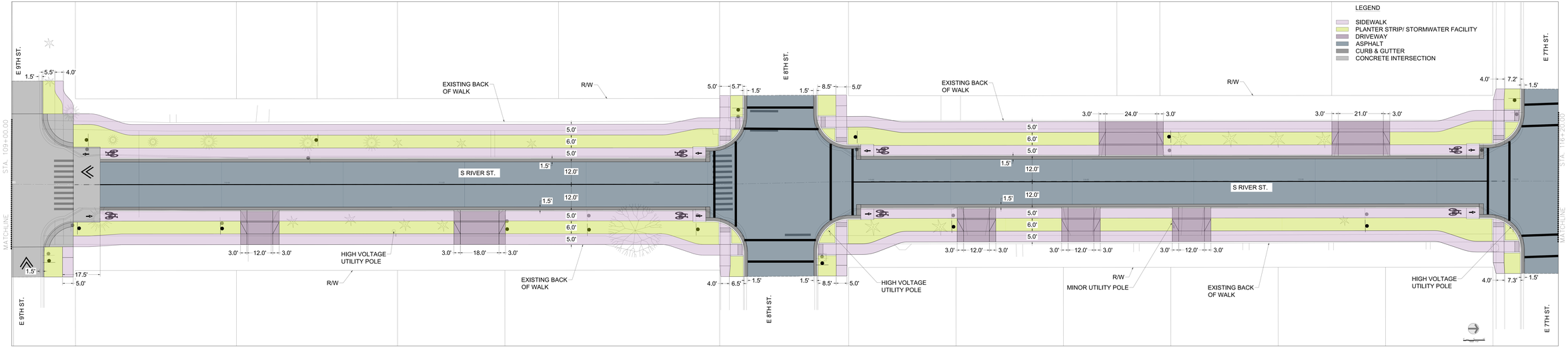
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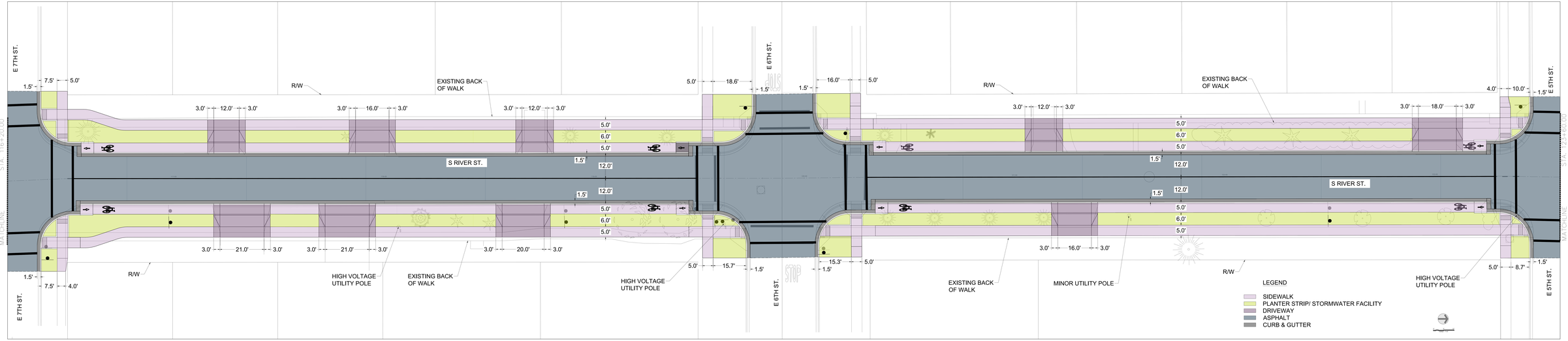
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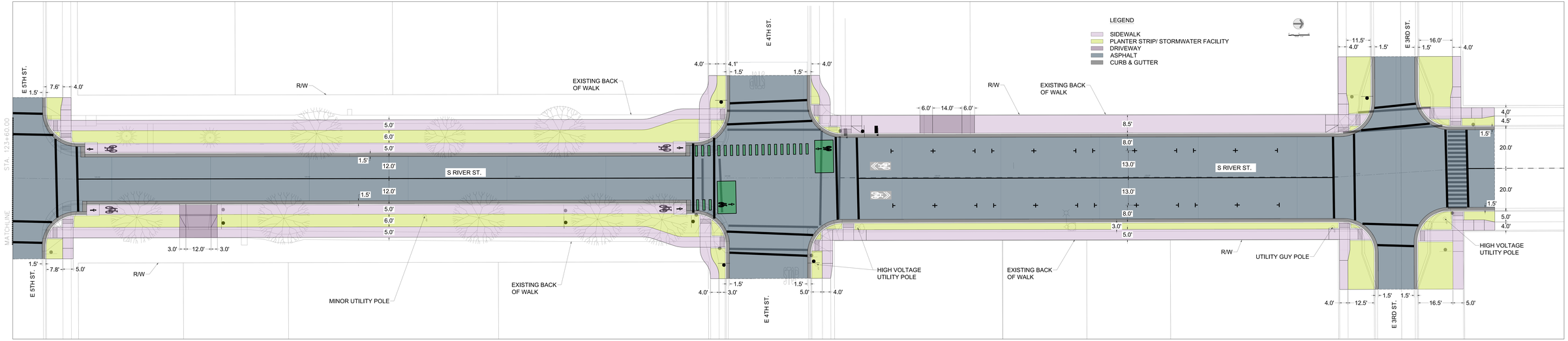
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City of Newberg
River Street Ad-Hoc Committee Meeting Minutes
August 18, 2026, 6:00 PM- 8:00 PM

1. Call to Order
The River Street Ad-Hoc Committee Meeting was called to order at 6:00 PM on Tuesday, August 18, 2026, at the Newberg Public Safety Building, 401 E. Third Street, Denise Bacon Community Room, Newberg, OR. The meeting was also accessible online via Zoom.

2. Roll Call
Present: Councilor Jeri Turgesen, Councilor Mike McBride, Ted Ebora, Bob Woodruff, Stephen Brittell, Jacob Hiester, Mark Seger, David Heddy

Absent: Jim Talt

Staff Present: Rachel Thomas, Acting City Manager / City Recorder; Trevis Smith, Engineering Consultant; TJ Centanni (Engineering Staff)

Remote: Leanne Wagener, City Landscape and Urban Forestry Expert (via Zoom)

3. Pledge of Allegiance
The Pledge of Allegiance was led by the committee.

4. Public Comment
The following individuals addressed the committee during the public comment period:

Andrew Schwab commented on two items: (1) the desirability of undergrounding communication lines on the west side of River Street between 9th and 11th Streets as part of any final design; and (2) a proposed street configuration in which travel and bike lanes would remain at street level, followed by a curb and sidewalk, with all remaining space dedicated to green space. He noted this approach would allow for larger tree plantings and keep electric bikes away from pedestrians.

Karla Vargas (a River Street resident) expressed support for the concept raised by Mr. Schwab, citing the value of community interaction along the street corridor. She noted concerns about the proliferation of electric bikes on mixed-use paths and expressed preference for maintaining separate bike lanes alongside walkways that preserve neighborhood interaction.

Elizabeth Todd (a River Street resident) spoke in favor of a multiuse path design, noting that it would reduce the impermeable surface width of the street and create more green and planting space. She acknowledged concerns about a multiuse path running directly in front of homes but argued the pedestrian safety benefits outweigh those of on-street bike lanes. She referenced the Fernwood Road path as a positive example and expressed a preference for this design as the best available option for the neighborhood.

Tricia Gates Brown raised two points: (1) requesting that tree removal and replanting be conducted on a block-by-block basis concurrent with construction, rather than removing all trees at once across the full seven-block corridor; and (2) expressing opposition to Design Option 6, stating that while the option

might benefit residents on the east side, she would not support imposing a large multiuse path directly in front of west side neighbors' homes.

5. Discussion on Existing Business

5.1. Discussion and Update of Tree Plan

Councilor Jeri Turgesen provided context regarding the project timeline and noted that the committee had not reached Tree Plan Version 4 at the prior meeting. She introduced Leanne Wagener, City Landscape and Urban Forestry Expert, to provide input before opening broader discussion.

Leanne Wagener provided an overview of her background in landscape architecture and her role with the City of Newberg. She discussed the typical role of a landscape architect on a project of this nature, confirming that the RFP would include a landscape architect on the project team responsible for the tree preservation plan and final planting plans. She noted that the specific tree pick list would be finalized between the 30–70% design phase in collaboration with engineers, community members, and relevant experts. Ms. Wagener encouraged the committee to consider tree qualities such as shade type, leaf texture, fall foliage, deciduous versus evergreen character, and maintenance implications, and expressed willingness to present additional information at a future meeting. Ms. Wagener departed the meeting at approximately 6:30 PM due to a prior commitment.

Councilor Turgesen summarized staff's recommendation that the committee decouple the detailed tree species pick list—which can be refined over time—from the broader Tree Program Policy, which is needed to move forward with the RFP process.

The committee discussed several provisions of the Version 4 draft Tree Program Policy, including:

- The definition and scope of the River Street Tree Impact Zone, with a recommendation to clarify that the zone boundary would be identified in the final design rather than fixed at a static distance.
- The "n plus 2" framework (replacement of all removed trees plus up to two additional planter-strip trees per property), and the importance of co-design between homeowners and expert staff to determine appropriate total numbers and species.
- The four-year care and maintenance period, including discussion of whether the maintenance clock should restart or continue upon replacement of a tree that dies of natural causes within the warranty period. The committee agreed the four-year period should continue from the original planting date rather than restart.
- The appropriate scope of the city's maintenance obligations, confirming that ongoing watering and maintenance would apply only to trees planted in the public planter strip, not on private property.
- The removal of Oregon Department of Forestry (ODF) as a required approving authority in specific provisions of the policy, replacing references with "city experts," while retaining the collaborative relationship with ODF described elsewhere in the document.
- The addition of "species" alongside "number of trees" in the provision describing final determinations made in collaboration with homeowners and experts (line 63 of the draft).
- A clarification that homeowners who opt into the Tree Program agree to the expert-guided selection process, while those not participating may plant any tree from the city's approved street tree list within the planter strip at their own expense.

Motion: Committee member David Heddy moved to approve the River Street Tree Program Policy, Version 4, with the following amendments as described: (1) the River Street Tree Impact Zone reference to be updated to reflect the zone as identified in the final design; (2) clarification of co-design language to reflect homeowner input in collaboration with expert staff; (3) addition of "species" to the language

describing the determination of the total number and species of trees in collaboration with the homeowner and experts; and (4) removal of ODF as a specified approving authority in individual provisions, while retaining the collaborative relationship language.

Second: Bob Woodruff seconded the motion.

Vote:

- Councilor Jeri Turgesen — Aye
- Councilor Mike McBride — Aye
- Committee Member Ted Ebora — Aye
- Committee Member Bob Woodruff — Aye
- Committee Member Stephen Brittell — Aye
- Committee Member Jacob Hiester — Aye
- Committee Member Mark Seger — Aye
- Committee Member David Heddy — Aye

Motion carried unanimously.

5.2. River Street Design: Option 6, Community Request for Consideration

Design Option 6 was presented - a community-submitted proposal placing an 11-foot multiuse path on the west side of River Street, with two 12-foot travel lanes and a 5-foot sidewalk on the east side. The design was created by absent committee member Jim Talt at the request of a community member.

Trevis Smith and TJ Centanni from Keller Associates noted that Design Option 6 presents connectivity challenges at both the northern and southern ends of the corridor where the path would need to transition back across the street. They identified potential conflicts with existing utility pole locations on the west side between 9th and 11th Streets, which could require costly pole relocation, and noted the design would remove the safety buffer between vehicle traffic and active transportation users. They further noted that the design eliminates the traffic calming benefits achieved through the currently approved plan.

Committee Member Ted Ebora reported that he had surveyed approximately 11 households—five on the east side and six on the west—and found that only one resident expressed support for Option 6, while three were neutral but concerned about fairness, and seven were opposed, primarily citing safety concerns related to electric bikes traveling in close proximity to front yards and driveways.

Following discussion, the committee expressed consensus that it would not move forward with Design Option 6 and would maintain the previously approved "Talt Plan" as the project's design basis.

Acting City Manager Thomas confirmed that going forward, new design proposals from the public would be received through the public comment process rather than as agenda items, to avoid continued reversal of approved decisions and to maintain forward momentum toward the RFP.

No motion was required, as no action to change the approved design was proposed.

5.3. Raised Intersections — Cost, Safety Data, and Design Implications

Travis Smith presented the engineering team's analysis of raised intersections, including a pros and cons summary (Attachment 8) and the Life Cycle Cost Analysis (LCCA) for the River & 9th intersection (Attachment 7).

Key findings presented:

Pros include: reduction in vehicle speeds through vertical deflection, enhanced multi-modal safety, improved ADA accessibility, increased driver awareness, and applicability on roadways with posted speeds below 30 mph.

Cons include: modest delays for emergency vehicles (studies indicate 2–6 seconds per raised intersection), higher upfront construction cost due to preference for concrete over asphalt, potential for drivers to seek alternate routes, and challenges for snow and ice maintenance response.

Cost Analysis: The LCCA compared asphalt versus concrete construction for a single intersection (River & 9th). The initial construction cost for an asphalt intersection was estimated at $106,700, versus $135,100 for concrete. Over a 50-year life cycle using a 4% FHWA discount rate, the net present value annual cost difference was approximately $154 per year, favoring concrete when accounting for asphalt's 15-year replacement cycle at approximately $25,000 per replacement. The engineering team noted that rising oil prices at the time of the analysis would likely widen this delta in favor of concrete.

The committee discussed the merits of concrete versus asphalt, alternative traffic calming options, the impact on emergency vehicle response times, and the broader question of how many raised intersections to include. The engineering team recommended that the RFP include design consideration for raised and concrete intersections, with the number and placement to be finalized through the design process in coordination with emergency services.

Motion: Committee Member Bob Woodruff moved that the RFP include consideration for raised and concrete intersections.

Second: Committee Member Stephen Brittell seconded the motion.

Vote:

- Councilor Jeri Turgesen — Aye
- Councilor Mike McBride — Aye
- Committee Member Ted Ebora — Aye
- Committee Member Bob Woodruff — Aye
- Committee Member Stephen Brittell — Aye
- Committee Member Jacob Hiester — Aye
- Committee Member Mark Seger — Aye
- Committee Member David Heddy — Aye

Motion carried unanimously.

Motion to Forward Recommendations to City Council: Committee Member David Heddy moved that Acting City Manager Rachel Thomas be directed to bring forward the committee's three recommendations to the City Council for approval: (1) the Talt Plan street design; (2) the River Street Tree Program Policy Version 4 as amended; and (3) inclusion of raised and concrete intersections as a design consideration in the RFP.

Second: Committee Member Ted Ebora seconded the motion.

Vote:

- Councilor Jeri Turgesen — Aye
- Councilor Mike McBride — Aye
- Committee Member Ted Ebora — Aye
- Committee Member Bob Woodruff — Aye
- Committee Member Stephen Brittell — Aye
- Committee Member Jacob Hiester — Aye
- Committee Member Mark Seger — Aye
- Committee Member David Heddy — Aye

Motion carried unanimously.

6. Scheduling of the Next Meeting

Acting City Manager Thomas noted that the September 8th City Council meeting has been canceled and that the committee's recommendations would be presented to the City Council at the September 21st meeting. The committee discussed available October meeting dates and agreed, by general consensus, to schedule the next River Street Ad-Hoc Committee meeting for Tuesday, October 27, 2026, at 6:00 PM.

7. Adjournment

The meeting was adjourned at 8:02 PM.

These minutes are a true and accurate record of the River Street Ad-Hoc Committee Meeting held on Tuesday, August 18, 2026.

Prepared By:

Rachel Thomas

Rachel Thomas, Acting City Manager/City Recorder, City of Newberg

Attested by:

Jeri Turgesen
Jeri Turgesen (Sep 10, 2026 11:49:52 PDT)

Councilor Jeri Turgesen Committee Chair, River Street Ad-Hoc Committee

2026-0818 River Street Ad-Hoc Committee Minutes_unsigned

Final Audit Report 2026-09-10

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Status:	Signed
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"2026-0818 River Street Ad-Hoc Committee Minutes_unsigned" History

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2026-09-10 - 3:34:46 PM GMT

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2026-09-10 - 3:34:46 PM GMT

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2026-09-10 - 3:35:29 PM GMT

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2026-09-10 - 3:35:44 PM GMT

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Document e-signed by Jeri Turgesen (jeri.turgesen@newbergoregon.gov)
Signature Date: 2026-09-10 - 6:49:52 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-09-10 - 6:49:52 PM GMT

Adobe Acrobat Sign

KELLER ASSOCIATES
233 SW Wilson Ave, STE 203, Bend, OR
Phone: 208.288.1992 - kellerassociates.com

Project: 224060-010
Engineer: Centanni
Client: City of Newberg
Estimate Level: Preliminary

River & 9th Intersection Life Cycle Cost Analysis

	Asphalt	Concrete	Comments
Initial Construction Cost	$ 106,700.00	$ 135,100.00	
Service Life	15 years	50 years	
Discount Rate	4%	4%	4% discount rate per FHWA

Maintenance Costs (NPV)

Year	Asphalt	Concrete	Maintenance Activity
1			
5	$ 2,500.00	$ 1,000.00	Seal Coat, Crack Seal
10	$ 2,500.00	$ 1,000.00	Seal Coat, Crack Seal
15	$ 25,000.00	$ 1,000.00	Asphalt and Base Replacement, Crack Seal
20	$ 2,500.00	$ 1,000.00	Seal Coat, Crack Seal
25	$ 2,500.00	$ 1,000.00	Seal Coat, Crack Seal
30	$ 25,000.00	$ 1,000.00	Asphalt and Base Replacement, Crack Seal
35	$ 2,500.00	$ 1,000.00	Seal Coat, Crack Seal
40	$ 2,500.00	$ 1,000.00	Seal Coat, Crack Seal
45	$ 25,000.00	$ 1,000.00	Asphalt and Base Replacement, Crack Seal
50	$ 2,500.00	$ 1,000.00	Seal Coat, Crack Seal
Initial Cost	$ 106,700.00	$ 135,100.00	
Maintenance Costs	$ 92,500.00	$ 10,000.00	
Discounted Life Cycle Cost	$ 142,133.00	$ 138,825.00	**LC Delta: $3,308**
NPV Cost/Year	**$ 6,616.00**	**$ 6,462.00**	**Annual Delta: $154/Yr**

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ENGINEER'S OPINION OF MOST PROBABLE CONSTRUCTION COST

RIVER & 9TH INTERSECTION IMPROVEMENTS (ASPHALT)

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	COST
UNIT PRICE LIST				
CONCRETE				
Standard Concrete Curb	60	LF	$ 40.00	$ 2,400.00
Curb and Gutter	60	LF	$ 44.00	$ 2,640.00
Concrete Sidewalk	790	SF	$ 8.00	$ 6,320.00
Detectable Warning Surface	150	SF	$ 38.00	$ 5,700.00
AGGREGATES & ASPHALT				
Level 3, 1/2" Dense ACP	159	TON	$ 350.00	$ 55,610.00
3/4" Crushed Aggregate for Sidewalk Base	18	TON	$ 52.00	$ 930.00
3/4" Crushed Aggregate for Roadway Base	443.8	TON	$ 52.00	$ 23,100.00
TRAFFIC				
Permanent Signage	1	LS	$ 10,000.00	$ 10,000.00
			TOTAL CONSTRUCTION COST	**$ 106,700.00**

The opinion of most probable cost herein is based on our perception of current conditions at the project location. This estimate reflects our opinion of probable costs at this time and is subject to change as the project design matures. Keller Associates has no control over variances in the cost of labor, materials, equipment, services provided by others, contractor's methods of determining prices, competitive bidding or market conditions, practices or bidding strategies. Keller Associates cannot and does not warrant or guarantee that proposals, bids or actual construction costs will not vary from the costs presented herein.

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Project: 224060-010
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ENGINEER'S OPINION OF MOST PROBABLE CONSTRUCTION COST

RIVER & 9TH INTERSECTION IMPROVEMENTS (CONCRETE)

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	COST
UNIT PRICE LIST				
CONCRETE				
Standard Concrete Curb	60	LF	$ 40.00	$ 2,400.00
Curb and Gutter	60	LF	$ 44.00	$ 2,640.00
4" Concrete Sidewalk Pavement	790	SF	$ 8.00	$ 6,320.00
8" Concrete Roadway Pavement	5259	SF	$ 18.00	$ 94,700.00
Detectable Warning Surface	150	SF	$ 38.00	$ 5,700.00
AGGREGATES & ASPHALT				
3/4" Crushed Aggregate Base for Sidewalk	18	TON	$ 52.00	$ 930.00
3/4" Crushed Aggregate Base for Roadway	237	TON	$ 52.00	$ 12,400.00
TRAFFIC				
Permanent Signage	1	LS	$ 10,000.00	$ 10,000.00
		TOTAL CONSTRUCTION COST		**$ 135,100.00**

The opinion of most probable cost herein is based on our perception of current conditions at the project location. This estimate reflects our opinion of probable costs at this time and is subject to change as the project design matures. Keller Associates has no control over variances in the cost of labor, materials, equipment, services provided by others, contractor's methods of determining prices, competitive bidding or market conditions, practices or bidding strategies. Keller Associates cannot and does not warrant or guarantee that proposals, bids or actual construction costs will not vary from the costs presented herein.

KELLER ASSOCIATES

233 SW Wilson Ave, Suite 203
Bend, OR 97702

Pros & Cons of Raised Intersections:

Pros

- Reduces vehicle speeds via vertical deflection, calming traffic on multiple approaches at once (versus a speed hump or speed table, which only calms traffic along 1 roadway).
- Easily combined with other traffic calming measures like bulb-outs, signage and visual differentiators.
- Improves pedestrian safety by increasing driver awareness of the prominent crossing facility.
- Improves pedestrian accessibility by elevating the crossing facility to the same height as the sidewalk.
- Can function as a gateway treatment for areas entering and existing unique corridors and community oriented complete streets.
- Maintenance demands are typically lower than an asphalt intersection.
- Works well with max speed limit of 30 mph.
- Enhances ADA accessibility by limiting pedestrian grade changes.
- For grade-separated bike lanes, raised intersections eliminate the need for bikes to change grades at an intersection, increasing rider comfort, confidence, and functionality.

Summary: Raised intersections prioritize multi-modal safety. This countermeasure reminds motorists to expect pedestrians and bikes to cross and to expect to yield.

Cons

- Vertical deflection at raised intersections require emergency vehicles to travel over them at slightly slower speeds. This also applies to freight and transit vehicles, with delays typically in the range of 2 to 6 seconds.
- Stormwater drainage design is more challenging. Often requires unique design of surface drainage structures.
- Preferred construction material is concrete, leading to higher upfront cost.
- May not fit the character of the community, depending on application.
- Can be jarring to users that are not used to navigating this type of infrastructure.
- Can be challenging for snow and ice maintenance response.
- May cause damage to public's vehicles if crossed in excess of design speed.
- May lead to drivers seeking alternate adjacent routes that do not have raised intersection or other traffic calming measures.

Summary: Raised intersections do not prioritize vehicles and may lead to changes in driver behavior, public complaints and changes to neighborhood character.

River Street Tree Program

V5: Proposal- With Amendments

Revision Timeline

- **Version 1:** Original Draft
  - Jim Talt, June 25, 2026
- **Version 2:** Formatting for Group Review
  - Jeri Turgesen, June 30, 2026
- **Version 3:** Integrated Feedback
  - Track changes to include feedback provided to JT by Ad Hoc Committee Members as of July 9, 2026 @ 5:00pm.
- **Version 4:** Plan Revision based on ODF report and feedback
  - Jeri Turgesen, August 12, 2026
- **Version 5:** Plan Revision based amendments made at the August 17, 2026 meeting
  - Rachel Thomas September 9, 2026

Revision Considerations

- Paragraph numbers [brackets] and line numbers have been added to support group discussion, shared comments, and group editing.
- Please use track changes and/or highlight specific paragraph numbers and line numbers where recommendations for consideration are being made.

[¶1] The River Street Ad Hoc Committee recommends that the City of Newberg adopt the following policies for a River Street Tree Program to support effective replanting of trees optimized for our specific community and environment, supporting long-term cultivation of a healthy tree canopy that provides shade, improves air quality, supports wildlife, and contributes to the aesthetic and economic value of the River Street corridor for generations to come.

Tree Removal and Tree Preservation Guidelines

Relevant Terms:

- ***River Street Tree Impact Zone****: Includes the area of impact to trees as determined in the final design for River Street.*

[¶2] The City of Newberg and its contractors will follow recommendations and best practices related to tree removal and preservation, wherever possible. Aspects of tree preservation and replanting for the River Street project will be overseen and supported by the City of Newberg's Planning Department, specifically the Landscape and Urban Forestry Expert.

[¶3] The City of Newberg will maintain its current collaborative relationship with the Oregon Department of Forestry Urban Forest Division, taking advantage of their programs and expertise in support of the River Street project.

[¶4] As part of the construction and tree removal process, the City of Newberg, its contractors, and subcontractors will complete the following as part of the pre- and post-construction phases:

1. Contract with a ***licensed, certified consulting arborist*** to assess and evaluate all trees within the River Street Tree Impact Zone.
2. Any tree located inside of the Tree Impact Zone that is determined to be negatively impacted and ineligible for preservation due to substantial construction impacts will be professionally removed at the City of Newberg's expense. This determination will be made based on the recommendation of the contracted preservation arborist, in consultation with the City's Planning Department and the Landscape and Urban Forestry expert.
3. Any tree removed, either within the identified 58' construction zone or the River Street Tree Impact Zone, will be professionally replaced per the tree-replacement program noted below.

[¶5] Any tree within the River Street Tree Impact Zone that is identified as eligible for preservation will receive the following protections:

1. Every tree within the River Street Tree Impact Zone identified for preservation will have a tree-specific identified 'Tree Protection Zone' established by the licensed, consulting arborist in collaboration with the City of Newberg Planning Department's Landscape and Urban Forestry expert. The Tree Protection Zone will be formally delineated by a **chain link fence (plastic barrier construction mesh will not be accepted)** to ensure every tree eligible for preservation has an appropriate and undisturbed protection zone for the entirety of the construction project.
2. The Engineering team, contractor, and any subcontractors identified through the RFP process will coordinate with the certified consulting arborist and/or the City of Newberg Planning Department's Landscape and Urban Forestry expert before conducting any excavation, grading, paving removal, utility installation, or construction activity within designated Tree Protection Zones.

Tree Replacement & "Trees For Everyone" Program

Relevant Consideration: *All tree selection will be guided by the finalized River Street Tree Pick List currently in development.*

[¶6] To ensure a healthy and inviting tree canopy for future generations of residents and wildlife, the City of Newberg will replace any tree removed due to the River Street project, **including those within the Planter Strip or the assessed Tree Impact Zone**.

[¶7] The City of Newberg will offer **up to two free planter-strip trees and professional installation** to any River Street homeowner who requests one, provided the location is practical and there is sufficient spacing available for two trees (e.g. considering appropriate

long-term growth and spacing, infrastructure constraints, etc.), ensuring long-term tree health and survival.

- Replacement planter-strip trees and/or replacement trees within the Tree Impact Zone may need to be planted in a slightly different location than the original tree due to street design, infrastructure constraints, professional/arborist opinion, long-term tree health and survival, etc.

- The total number of trees and species planted will ultimately be determined in collaboration with the homeowner and with expert input from the consulting arborist and City of Newberg Planning Department's Landscape and Urban Forestry expert.

[¶8] Those properties with no trees located within the planter strip at the time of River Street construction initiation will similarly have the choice to select two newly installed trees as part of the 'Trees for Everyone' Program.

[¶9] Tree replacement will use tree calipers consistent with recommendations from both consulting experts and the City of Newberg Planning Department's Landscape and Urban Forestry expert.

[¶10] If a tree from the approved River Street tree picklist is not available at the time of replanting, availability constraints and tree preferences will be discussed with the homeowner. Additionally, the River Street Ad Hoc Committee will be convened to review any identified limitations for the identified tree list, including caliper limitations in tree availability, and may make updates to the River Street Tree Recommendation List as needed.

Tree Location and Planting Requirements

[¶11] To promote healthy tree development and protect street infrastructure from future root-related damage, all new trees within the planter strip will be planted with rigid, root-guiding barrier panels that include integrated vertical ribs that are designed to direct roots downward, while allowing lateral root development below pavement depth. Barriers utilized will specifically be the DeepRoot Silva Cells® or an approved equal.

- Any consideration for an approved 'equal' to the DeepRoot Silva Cells® must be formally evaluated and approved by the City Tree Expert as a sufficient and equal alternative prior to any installation and use.

[¶12] New tree planting locations (not individual tree selections) should be identified and approved **prior to the start of construction, once the full survey is completed and specific impacts to the Tree-Impact Zone are known**. Planting areas should avoid unnecessary soil compaction to encourage desirable downward root growth.

Care and Maintenance

[¶13] For trees planted in the River Street planter strips, the City of Newberg and/or its landscape maintenance contractors will provide growth pattern maintenance and regular deep-root watering, using Gator Bags (or an equivalent watering system). This care will continue for **four years** after planting to support successful establishment and ensure proper, healthy, early growth patterns.

[¶14] If a tree planted as part of the River Street Project dies of natural causes prior to the four years, the City of Newberg will replace and professionally install a replacement tree as quickly as possible for the homeowner and will continue the maintenance and watering of that tree for the identified four-year period.

Tree Type / Species Selection

[¶15] A **River Street Tree Pick List** will be developed consisting of species specifically approved for River Street conditions. The list should include:

- Ample “power line friendly” (smaller stature) trees suitable for the east side.
- A good selection of medium-to-tall trees suitable for the west side.
- Several attractive flowering/ornamental trees.

[¶16] The Pick List should be created by the River Street Ad Hoc Committee, with guidance from certified experts familiar with Newberg’s climate, soils, and urban conditions. Tree selection should take into consideration River Street Design information to ensure that identified trees are appropriate to the location, planter strip width, etc.

[¶17] ***Diversity notes:*** River Street will have tree diversity. The City of Newberg and/or its Contractors will not plant a single species along the entire corridor. This approach to tree selection and planting is required due to disease and pest vulnerability. The final list should aim for an attractive, cohesive overall aesthetic, as determined by the River Street Ad Hoc Committee and established in the River Street Tree Pick List.

REQUEST FOR COUNCIL ACTION

Date Action Requested: September 21, 2026

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐ No. 2026-4045	
Subject: A Resolution authorizing the City Manager to execute the Housing Planning Assistance Grant Intergovernmental Agreement	Staff: Scot Siegel, Director and Leanne Wagener, Associate Planner Department: Community Development Department
Business Session	Order On Agenda:
Hearing Type: Administrative	

Is this item state mandated? Yes ☒ No ☐

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

Recommendation: Adopt Resolution No. 2026-4045.

Executive Summary:

The Department of Land Conservation and Development (DLCD) provides grants on a biennial cycle, which support direct housing planning work as well as associated work in service of housing production, affordability, and/or focus on compliance with state housing laws. To fulfill state requirements, the City of Newberg applied for a Housing Planning Assistance Grant on July 24, 2025, for the 2025-2027 funding cycle. This grant award will fund a Housing Capacity Analysis, including hearings-ready draft comprehensive plan amendments, as described in ORS 197A.350 or 197A.335. This analysis will also incorporate the state-provided Housing Need Allocation and produce a Contextualized Housing Need complying with OAR 660-008-0075.

On October 22, 2025, the City of Newberg Planning Division was notified of a grant award of up to $100,000 to carry out this work in conjunction with a DLCD provided consultant. The City of Newberg has been paired with Cascadia Partners LLC, of Portland, to implement the project, which must be completed and funds expended by June 30, 2027. The attached Intergovernmental Agreement for a Housing Planning Assistance Grant (IGA) was sent to the City of Newberg Planning Division on August 3, 2026 (Exhibit A).

Note that the preliminary timeline in the statement of work was based on an earlier anticipated start date and will be updated once the project begins. Work for the Housing Capacity Analysis may begin upon City Council approval of the Intergovernmental Agreement (IGA) provided by DLCD.

Fiscal Impact: There is no fiscal impact to the City of Newberg for this project as the grant award is intended to cover all consultant fees and expenditures.

Council Goals: This grant award aligns with Council Goal 4: Implement a careful and prudent fiscal policy.

REQUEST FOR COUNCIL ACTION

RESOLUTION NO. 2026-4045

A Resolution authorizing the City Manager to execute the Housing Planning Assistance Grant Intergovernmental Agreement

Recitals:

1. The City of Newberg applied for a State of Oregon Housing Planning Assistance Grant on July 24, 2025, to fund a Housing Capacity Analysis, including hearings-ready draft comprehensive plan amendments, as described in ORS 197A.350 or 197A.335.

2. On October 22, 2025, the City of Newberg Planning Division was notified of a grant award valued at up to $100,000 for a consultant contracted through the Oregon Department of Land Conservation and Development (DLCD) to perform this work.

3. On August 3, 2026, the City of Newberg received an Intergovernmental Agreement (IGA) for the Housing Planning Assistance Grant from DLCD.. The IGA is not financially binding on the City of Newberg.

4. As part of the state grant guidelines, the local government must comply with ORS 284.753(5) "Have community support, as indicated by the support of the governing body of the local government." This Resolution fulfills that requirement.

The City of Newberg Resolves as Follows:

1. The City Manager is authorized to execute the Housing Planning Assistance Grant Intergovernmental Agreement in Exhibit A.

Effective Date of this resolution is the day after the adoption date, which is: September 22, 2026.
Adopted by the City Council of Newberg, Oregon, this 21st day of September 2026.

_____
Rachel Thomas, City Recorder

Attest by the Mayor this _____ day of _____, 2026.

_____

Bill Rosacker, Mayor

EXHIBIT A

Housing Planning Assistance Grant Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT

City of Newberg Housing Capacity Analysis

This intergovernmental agreement ("Agreement") is between the State of Oregon acting by and through its **Department of Land Conservation and Development ("DLCD" or "Agency")** and the **City of Newberg ("Local Government" or "City")**, each a "Party" and, together, the "Parties".

SECTION 1: AUTHORITY

This Agreement is authorized by ORS 190.110.

SECTION 2: PURPOSE

Housing Capacity Analysis

The purpose of this Agreement is to prepare a Housing Capacity Analysis ("HCA"), including hearings-ready draft comprehensive plan amendments, as described in ORS 197A.350 or 197A.335.

State funds for this project are paid by and through Agency to a professional consultant "Consultant" contracted to complete the project on behalf of the Local Government, as further described in the attached Statement of Work. No funds will be provided to the Local Government under this Agreement for any expenses incurred by the Local Government.

SECTION 3: EFFECTIVE DATE AND DURATION

This Agreement is effective on the date of the last signature ("Effective Date"), and terminates on **June 30, 2027**, unless terminated earlier in accordance with Section 16.

SECTION 4: AUTHORIZED REPRESENTATIVES

4.1 Agency's Authorized Representative:

Becky Coutinho, Housing Planner
Telephone: (971) 428-7930
Email: becky.coutinho@dlcd.oregon.gov

4.2 Local Government's Authorized Representative:

Leanne Wagener, Associate Planner
414 E. First Street
Newberg, OR 97132

Phone: (971) 718-1528
leanne.wagener@newbergoregon.gov

4.3 A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 5: RESPONSIBILITIES OF EACH PARTY

5.1 Local Government shall perform the work set forth on Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 6: COMPENSATION

6.1 Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement. Under no circumstances is the Local Government responsible for payment of costs incurred under the contract between DLCD and the Consultant contracted to complete the project on behalf of the Local Government.

SECTION 7: REPRESENTATIONS AND WARRANTIES

Local Government represents and warrants to Agency that:

7.1 Local Government is a city duly organized and validly existing. Local Government has the power and authority to enter into and perform this Agreement;

7.2 The making and performance by Local Government of this Agreement (a) have been duly authorized by Local Government, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Local Government's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Local Government is party or by which Local Government may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Local Government of this Agreement, other than those that have already been obtained; and

7.3 This Agreement has been duly executed and delivered by Local Government and constitutes a legal, valid and binding obligation of Local Government enforceable in accordance with its terms.

SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION

8.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or

proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Local Government that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. LOCAL GOVERNMENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 9: INDEMNITY

9.1 Indemnity. Local Government shall defend (subject to ORS chapter 180), save, hold harmless, and indemnify the State of Oregon, Agency, and their officers, employees, and agents from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including reasonable attorneys' fees resulting from, arising out of, or relating to the activities of Local Government or its officers, employees, contractors, subcontractors, or agents under this Agreement. Local Government shall defend, save, hold harmless, and indemnify the State of Oregon and Agency and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney's fees, resulting from, arising out of, or relating to the activities of Local Government or its officers, employees, subcontractors, or agents under this agreements.

9.2 Indemnification by Subcontractors. Local Government shall take all reasonable steps to cause its subcontractor(s) that are not units of Local Government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Local Government's subcontractor or any of the officers, agents, employees or subcontractors of the Local Government("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Local Government from and against any and all Claims.

SECTION 10: CONTRIBUTION

10.1 If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all

legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

10.2 With respect to a Third Party Claim for which Agency is jointly liable with Local Government (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Local Government in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Local Government on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Local Government on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

10.3 With respect to a Third Party Claim for which Local Government is jointly liable with Agency (or would be if joined in the Third Party Claim), Local Government shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Local Government on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Local Government on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Local Government's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

SECTION 11: LOCAL GOVERNMENT DEFAULT

Local Government will be in default under this Agreement upon the occurrence of any of the following events:

11.1 Local Government fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;

11.2 Any representation, warranty or statement made by Local Government in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the

expenditure of funds or the performance by Local Government is untrue in any material respect when made; or

11.3 A proceeding or case is commenced, without the application or consent of Local Government, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Local Government, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Local Government or of all or any substantial part of its assets, or (c) similar relief in respect to Local Government under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Local Government is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 12: AGENCY DEFAULT

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

SECTION 13: REMEDIES

13.1 In the event Local Government is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, or (b) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

13.2 In the event Agency is in default under Section 12 and whether or not Local Government elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, in no event will Agency be liable to Local Government for any expenses related to termination of this Agreement or for anticipated profits.

13.3 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In

addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

SECTION 14: INSURANCE

14.1 **Insurance.** Local Government shall comply with ORS 656.017 and provide Workers' Compensation insurance coverage for its subject workers as defined in ORS 656.027. Additionally, Local Government shall maintain either self-insurance, commercial insurance, or a combination of both providing liability coverage, and other types and amounts of coverage necessary for insuring against: (i) any Third-Party Tort Claim and Non-Tort Claim the Local Government is responsible for under Section 10: Contribution; and (ii) other claims, suits, actions, losses, damages, liabilities, costs and expenses including attorney fees arising from Local Government's acts or omissions relating to this Agreement. Local Government shall provide to the Agency certificate(s) of insurance verifying coverage, including workers' compensation insurance coverage, before commencing with any activities under this Agreement.

14.2 **Subcontractor Insurance (if applicable).** Local Government shall require its subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to obtain insurance that is commensurate with a risk analysis of the work to be done in relation to this agreement performed by Local Government. See also Section 28, Subcontracts.

SECTION 15: LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 16: TERMINATION

16.1 This Agreement may be terminated at any time by mutual written consent of the Parties.

16.2 Agency may terminate this Agreement as follows:

16.2.1 Upon 30 days advance written notice to Local Government;

16.2.2 Immediately upon written notice to Local Government, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

16.2.3 Immediately upon written notice to Local Government, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's

performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

16.2.4 Immediately upon written notice to Local Government, if Local Government is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Local Government; or

16.2.5 As otherwise expressly provided in this Agreement.

16.3 Local Government may terminate this Agreement as follows:

16.3.1 Immediately upon written notice to Agency, if Local Government fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Local Government's reasonable administrative discretion, to perform its obligations under this Agreement;

16.3.2 Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Local Government's performance under this Agreement is prohibited or Local Government is prohibited from paying for such performance from the planned funding source;

16.3.3 Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

16.3.4 As otherwise expressly provided in this Agreement.

16.4 Upon receiving a notice of termination of this Agreement, Local Government will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon termination, Local Government will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Local Government will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Local Government under this Agreement.

SECTION 17: NONAPPROPRIATION

Agency's obligation to perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or obligations of Agency.

SECTION 18: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

SECTION 19: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 19. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

SECTION 20: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 20 hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 21: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 22: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 23: COMPLIANCE WITH LAW

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

SECTION 24: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Local Government is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

SECTION 25: INTENDED BENEFICIARIES

Agency and Local Government are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 26: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. Agency may terminate this Agreement upon written notice to Local Government after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 27: ASSIGNMENT AND SUCESSORS IN INTEREST

Local Government may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Local Government to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Local Government's assignment or transfer of its interest in this Agreement will not relieve Local Government of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

SECTION 28: SUBCONTRACTS

Local Government shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Local Government under this Agreement. Agency's consent to any subcontract will not relieve Local Government of any of its duties or obligations under this Agreement.

SECTION 29: RESERVED

SECTION 30: MERGER, WAIVER

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 31: RESERVED

SECTION 32: HEADINGS

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 33: AGREEMENT DOCUMENTS

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (the Statement of Work), and Exhibit B (Project Specific Statement of Work from DLCD Consultant Contract).

SECTION 34: SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

STATE OF OREGON acting by and through its Department of Land Conservation and Development

Ethan Stuckmayer, Housing Services Division Manager	Date

City of Newberg

Will Worthy, City Manager	Date

EXHIBIT A

STATEMENT OF WORK

Project Purpose and Objectives: The purpose of this project is for the City of Newberg Housing Capacity Analysis Project ("Project"). The primary objective of this Project is to prepare a Housing Capacity Analysis ("HCA"), including hearings-ready draft comprehensive plan amendments, which complies with the provisions of ORS 197A.270, 197A.280, 197A.335, and 197A.350. This analysis will incorporate the state-provided Housing Need Allocation and produce a Contextualized Housing Need ("CHN") complying with OAR 660-008-0075.

Project Activities and Deliverables:
Local Government shall serve as part of the Project Management Team ("PMT") for the project described above. Local Government shall coordinate with DLCD's contracted Consultant, Cascadia Partners ("Consultant") to complete all Local Government project activities outlined in the project statement of work of DLCD Contract No. 23031, as amended from time to time, hereby incorporated by reference and included as Exhibit B.

Local Government anticipated project activities may include, but are not limited to the following:

Task 1 Various Project Meetings

- Attend Project kickoff meeting, and regular Project-related meetings, providing follow-up and/or clarifications as needed.
- Engage with local internal and external stakeholders about the Project and bring their input back to the PMT discussions.
- Prepare and distribute the agenda prior to meetings.
- Prepare handouts. If appropriate, distribute handouts prior to meetings.
- Provide language for public notice of meetings if requested.

Anticipated Task 1 Timeline: Ongoing throughout the Project.

Task 2 Public Engagement Efforts

- Plan and/or facilitate public engagement meetings and events.
- Provide public notice of meetings and events through a variety of means.
- Participate in outreach efforts, as needed.

Anticipated Task 2 Timeline: As needed throughout the Project.

Task 3 Administrative Functions

- Publish notice of meetings and events prior to date of occurrence.
- Provide stakeholder contact lists.
- Print agenda, sign-in sheet, and handouts for in-person meetings.

- Document the planning process by keeping copies of all agendas, sign-in sheets, notices, and presentation materials.
- Provide background materials and relevant documents to the Consultant.
- Provide comprehensive plan sections, zoning development code sections, land use documents, or other relevant local data.
- Review Consultant work products and deliverables and provide feedback.

Anticipated Task 3 Timeline: Ongoing throughout the Project.

EXHIBIT B

PROJECT SPECIFIC STATEMENT OF WORK FROM DLCD CONSULTANT CONTRACT

DLCD Contract 23031 | Exhibit A-19

Statement of Work for City of Newberg Housing Capacity Analysis

DLCD Project-Specific Contact(s):

Jena Hughes

Housing and Growth Management Analyst

Telephone: (971) 718-1528

Email: jena.hughes@dlcd.oregon.gov

Project Objectives

The Consultant shall perform the tasks and complete deliverables for the City of Newberg ("Newberg") Housing Capacity Analysis Project ("Project"). The primary objective of this Project is to prepare a Housing Capacity Analysis ("HCA"), including hearings-ready draft comprehensive plan amendments, which complies with the provisions of ORS 197A.270, 197A.280, 197A.335, and 197A.350. This analysis shall incorporate the state-provided Housing Need Allocation and produce a Contextualized Housing Need ("CHN") complying with OAR 660-008-0075.

The major tasks are summarized below, followed by a more detailed description of each task and the associated deliverables expected of the Consultant team. Anticipated completion dates for each task are also identified.

Summary of Tasks

- **Task 1: Project Management**
- **Task 2: Community Engagement**
- **Task 3: Housing Need Allocation and Contextualized Housing Need**
- **Task 4: Buildable Lands Inventory**
- **Task 5: Development Ready Lands Inventory**
- **Task 6: Residential Land Needs Analysis**

- **Task 7: HCA Report**

Optional Contingency Tasks

- **Task 8: Additional In-Person Meetings**
- **Task 9: Adoption Support**

TASK 1: Project Management

Task 1.1: Project Management Team Meetings

Consultant shall facilitate up to eight (8) Project Management Team ("PMT") Meetings. The PMT shall include Consultant, Newberg staff, and, when necessary, Agency staff. The purpose of the PMT meetings will be to:

- Monitor progress on the execution of scope of work and project schedule;
- Coordinate review of draft deliverables and implementation of engagement activities between Newberg, Agency, and Consultant; and
- Review and discuss Newberg and Agency comments on draft deliverables.

The meetings shall be held virtually. Each meeting will be 1 up to 1.5 hours in length. Consultant shall prepare an agenda. Following the meeting, the Consultant shall provide summary notes of the discussion and identify action items.

Task 1.2: Project Schedule

Consultant shall prepare a project schedule to be reviewed at the first PMT meeting. The schedule shall provide the timeline and target deadlines for completion of each deliverable, timeline for review of draft deliverables by Newberg and Agency, and timelines for key engagement activities and meetings. Consultant shall revise the schedule in response to Newberg feedback. Consultant shall maintain and revise the project schedule if timelines change through the course of the project.

Task 1.3: Public Engagement Plan

Consultant shall prepare a Public Engagement Plan to guide implementation of public and stakeholder engagement activities for the project. The level and type of public engagement shall be determined jointly by Consultant and Newberg but shall include, at a minimum, outreach to community-based organizations, one in-person open house, website and social media, and equitable engagement consistent with OAR 660-008-0075(5). The Consultant shall solicit comments from Newberg on the Public Engagement Plan and Consultant shall revise the plan in response to comments.

Task 1 Consultant Deliverables:

1.1: Agendas and notes for PMT Meetings;

1.2: Draft and Final Project Schedule; and
1.3: Draft and Final Public Engagement Plan.

Anticipated Timeline: Task 1.1: ongoing meetings throughout the course of the project. **Tasks 1.2 and 1.3:** April 2026

TASK 2: Community Engagement

Task 2.1: Planning Commission Meetings[1]

The City of Newberg Planning Commission will serve as the project advisory committee. Consultant shall facilitate up to four (4) Planning Commission ("PC") meetings, each up to 90 minutes in length. Newberg's Planning Commission may solicit input from the Affordable Housing Commission or a representative thereof. The purpose of these meetings is to provide input on draft Consultant deliverables. The PC may also provide input on public engagement activities as necessary.

The timing and content of the project presentations to the PC will be determined in the Project Schedule and Public Engagement Plan and coincide with regularly scheduled Planning Commission meetings to the extent possible. The meetings may be virtual or in-person. The Consultant shall coordinate with Newberg to schedule and host the meetings. The Consultant shall prepare an agenda, presentation materials, and summary notes for the HCA-related content for each meeting. The Consultant shall facilitate the HCA-related content for meetings and present technical information to the PC for input.

Task 2.2: Planning Commission/Council Work Sessions[1]

The Consultant shall assist with presentation materials and attend two (2) Planning Commission/City Council ("PC/CC") work sessions throughout the course of the project. The work sessions may be held as joint PC/CC meetings, or as City Council ("CC") only meetings where a quorum of the Planning Commission is not available or for other reasons.

The meetings may be virtual or in-person. The timing and content of the work sessions will be determined in the Project Schedule and Public Engagement Plan. The Consultant team shall prepare presentation slides, present initial findings and identify key questions for the PC and CC to facilitate their input. The Consultant shall coordinate with Newberg to schedule the meetings and provide notice and an agenda.

Task 2.3: Community Engagement Support[1]

The purpose of the Community Engagement Support task is to share key information about the HCA and to solicit feedback on the measures to accommodate needed housing. The Consultant team shall prepare graphically compelling, easy to understand materials to be used in engagement activities. The Consultant team shall collaborate with Newberg to identify a variety of engagement tasks designed to solicit meaningful feedback from desired stakeholder groups. These could include focus groups, community-led conversations, a survey, and/or an open house. The format and roles for these activities will be outlined in more detail in the

[1] Consultant shall attend these meetings and events in-person as one of four budgeted trips to Newberg. Plans to travel for in-person meetings shall be finalized in the Project Schedule and Engagement Plan (Task 1.2/Task 1.3).

engagement plan in Task 1.2. The Consultant team shall provide a summary of findings following engagement activities which they lead. The Consultant shall collaborate with Newberg staff to promote and distribute information about the activities, assist in coordinating meeting logistics, and review and provide comments on meeting materials and the feedback activities.

Task 2.4: Contextualized Housing Need Engagement Support and Summary

The Consultant shall help plan for equitable engagement to meet the minimum requirements of OAR 660-008-0075(5), including helping to define the questions and equitable engagement methods and/or tactics to solicit feedback. Consultant shall coordinate with Newberg to access existing networks, support facilitation (if appropriate), and support successful execution of equitable engagement.

Newberg will satisfy the engagement requirement to center tribal communities when notice has been made to all tribes with ancestral connection to land within Newberg's jurisdiction or approved expansion areas from the Oregon Legislative Commission on Indian Services by inviting government-to-government consultation and staff coordination in the development of Newberg's Contextualized Housing Need ("CHN").

Following equitable engagement, the Consultant shall produce an equitable engagement summary that includes a list and description of the types of interested parties and communities who comprise community members of needed housing including protected classes and named communities in needed housing as provided in ORS 197A.018, especially with regard to communities of color, low-income communities, individuals with disabilities, and tribal communities. While this equitable engagement summary will initially be produced as a stand-alone memorandum, it will later become a section of the CHN. The Consultant shall present the draft to the PC, and it shall be made available for public comment.

Task 2 Consultant Deliverables:

2.1: Agendas, presentation materials, and notes for PC Meetings;

2.2: Agendas and presentation materials for PC/CC Meetings;
2.3: Community engagement materials and summary notes; and
2.4: Equitable engagement summary.

Anticipated Timeline: June 2027

TASK 3: Housing Need Allocation and Contextualized Housing Need

Task 3.1: Draft and Final Contextualized Housing Need

The Consultant shall gather relevant data and shall prepare a Contextualized Housing Need ("CHN") analysis, to meet the minimum requirements of OAR 660-008-0075, that relates the allocated housing need and housing production target, as provided in ORS 184.451 to 184.455 and OAR 660-008-0045(7), to local qualitative and quantitative information.

Additionally, the Consultant shall present Newberg with the safe harbors provided in OAR 660-008-0075 for pre-approved key housing needs conclusions from the State. The Consultant shall

ask Newberg for guidance on whether to use any or all of the optional safe harbors to identify the key needs for which safe harbors are available. Regardless of Newberg election to utilize the safe harbors for any key needs, the Consultant shall identify other housing needs that emerge from the analysis.

The Consultant shall prepare a draft and final Contextualized Housing Need report summarizing key findings. The report shall be designed in a clean document format, balancing written and visual content. The Consultant shall present the draft to the Planning Commission at a meeting, and it shall be made available for public comment.

Task 3 Consultant Deliverables:

3.1: Draft CHN report;

3.2: Agendas and presentations/meeting materials for meetings; and
3.3: Final CHN Report.

Anticipated Timeline: August 2026

TASK 4: Buildable Lands Inventory

Task 4.1: Draft Buildable Lands Inventory Memo

The Consultant shall prepare a draft buildable lands inventory ("BLI") consistent with OAR 660-008, as applicable. The analysis shall be conducted using Geographic Information Systems ("GIS") and the findings shall be summarized in a draft Lands Inventory memorandum. The BLI shall be developed based on input from the PC and Newberg staff.

Task 4 Consultant Deliverable:

4.1: Draft Lands Inventory memo, including summary, tables, maps, and GIS layers.

Anticipated Timeline: September 2026

TASK 5: Development Ready Lands Inventory

Task 5.1: Draft Development Ready Lands Inventory

The Consultant shall prepare a draft development ready lands inventory ("DRLI") consistent with ORS 197A.210 and OAR 660-008, as applicable. The findings shall be summarized in a draft that will become part of the Lands Inventory memo created in Task 4. The Consultant shall develop the DRLI based on input from the PC and Newberg staff. The Consultant shall collaborate with Newberg staff to gather public facilities data and lead coordination across departments to determine whether areas will be served by infrastructure in the near-term.

Task 5.2: Revised Development Ready Lands Inventory

Utilizing the feedback provided from the PMT Meetings (Task 1.1), PC meeting (Task 2.1), and Joint PC/CC Work Session (Task 2.2) the Consultant team shall revise the BLI and DRLI analysis and the memo content.

Task 5 Consultant Deliverables:

5.1: Draft Lands Inventory memo, including summary, tables, maps, and final GIS layers;

5.2: Presentation materials to explain preliminary analyses and findings from the BLI and DRLI to the PC and the public; and
5.3: Final Lands Inventory memo.

Anticipated Timeline: September 2026

TASK 6: Residential Land Needs Analysis

Task 6.1: Draft Residential Land Needs Analysis

Based on the outcomes of previous tasks, the Consultant shall prepare a draft residential land needs analysis ("RLNA") memo that addresses how much land and what zoning Newberg needs to accommodate its housing need, comparing the demand and supply provided in the deliverables produced in Tasks 3, 4 and 5. The Consultant shall develop the RLNA based on feedback from Newberg staff, Planning Commission, and public input.

If the analysis shows that the housing need cannot be accommodated by Newberg's existing comprehensive plan, the Consultant shall develop the RLNA concurrently with Task 7 in order to consider accommodating housing needs through changes to the comprehensive plan and land use regulations as required by OAR chapter 660, divisions 8 and 24.

Task 6.2: Revised Residential Land Needs Analysis

Utilizing the feedback provided from the PMT Meetings (Task 1.1), PC meeting(s) (Task 2.1), and Joint PC/CC Work Session(s) (Task 2.2) the Consultant team shall revise the RLNA memo. The Consultant shall coordinate with Newberg staff to review and provide comments on the Revised RLNA Memo.

Task 6 Consultant Deliverables:

6.1: Draft RLNA memo;

6.2: Presentation materials to explain preliminary analyses and findings to the PC and the public; and
6.3: Revised RLNA memo.

Anticipated Timeline: January 2027

TASK 7: HCA Report

Task 7.1: Draft Housing Capacity Analysis Report

The purpose of the HCA Report is to summarize the key findings of previous analyses. The Consultant team shall summarize the key findings of all previous work in the draft HCA Report, which shall include the revised BLI, DRLI, and RLNA content. Newberg WILL review and provide comments on the draft HCA Report.

Task 7.2: Revised Housing Capacity Analysis Report

Utilizing the feedback provided from the PMT Meetings (Task 1.1), PC meeting(s) (Task 2.1),

Joint PC/CC Work Session(s) (Task 2.2), Community Open House (Task 2.3), and the adoption process, the Consultant team shall revise the HCA report into an adoption-ready format.

Task 7 Consultant Deliverables:

7.1: Draft HCA Report; and

7.2: Adoption-ready HCA Report.

Anticipated Timeline: June 2027

CONTINGENT TASK 8: Additional In-Person Meetings

This Task is contingent on Agency having funds available for adoption efforts. This Task is not authorized until Consultant receives an email from the Agency's Contract Administrator notifying Consultant to proceed.

This project may benefit from additional in-person attendance by the Consultant at PC Meetings and PC/CC Work Sessions. This contingency task provides additional budget to support two additional meetings in-person for up to two staff members.

Task 8 Consultant Deliverables:

8.1: Agency Contract Administrator's email instructing the Consultant to proceed with Task 8; and
8.2: Summary notes for up to four (4) PC meetings and/or PC/CC work sessions.

Anticipated Timeline: June 2027

CONTINGENT TASK 9: Adoption Support[2]

This Task is contingent on Agency having funds available for adoption efforts. This Task is not authorized until Consultant receives an email from the Agency's Contract Administrator notifying Consultant to proceed.

The Consultant team shall assist Newberg with the legislative adoption of the HCA and the CHN by the City Council. This assistance could include attending up to four (4) City Council and/or Planning Commission hearings or work sessions and making up to one additional round of revisions to the HCA report based on feedback. Newberg WILL be responsible for scheduling and providing notice for hearings, preparing adoption materials, and providing notice to Agency of comprehensive plan amendments.

Please note: Adoption of the hearings-ready work product is not required for this task. The deliverables below are sufficient to demonstrate substantial completion of this task.

Task 9 Consultant Deliverables:

[2] Consultant shall attend these meetings in-person as one of six budgeted trips to Newberg. Plans to travel for in-person meetings shall be finalized in the Project Schedule and Engagement Plan (Task 1.2/Task 1.3)

9.1: Agency Contract Administrator's email instructing the Consultant to proceed with Task 9; and

9.2: Summary notes for up to four (4) adoption hearings and/or work sessions.

Anticipated Timeline: June 2027

REQUEST FOR COUNCIL ACTION

Date Action Requested: September 21, 2026

Order ☐ Ordinance ☐ Resolution ☐ Motion ☒ Information ☐ Proclamation ☐	
Subject: SB 1537 "One-time" UGB Amendment	Staff: James Dingwall Department: Community Development
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: N/A

Recommendation: Receive an update on the SB 1537 "One-time" Urban Growth Boundary (UGB) expansion submissions and provide direction via a motion on whether to proceed with next steps in the SB 1537 process including required public engagement.

Executive Summary:

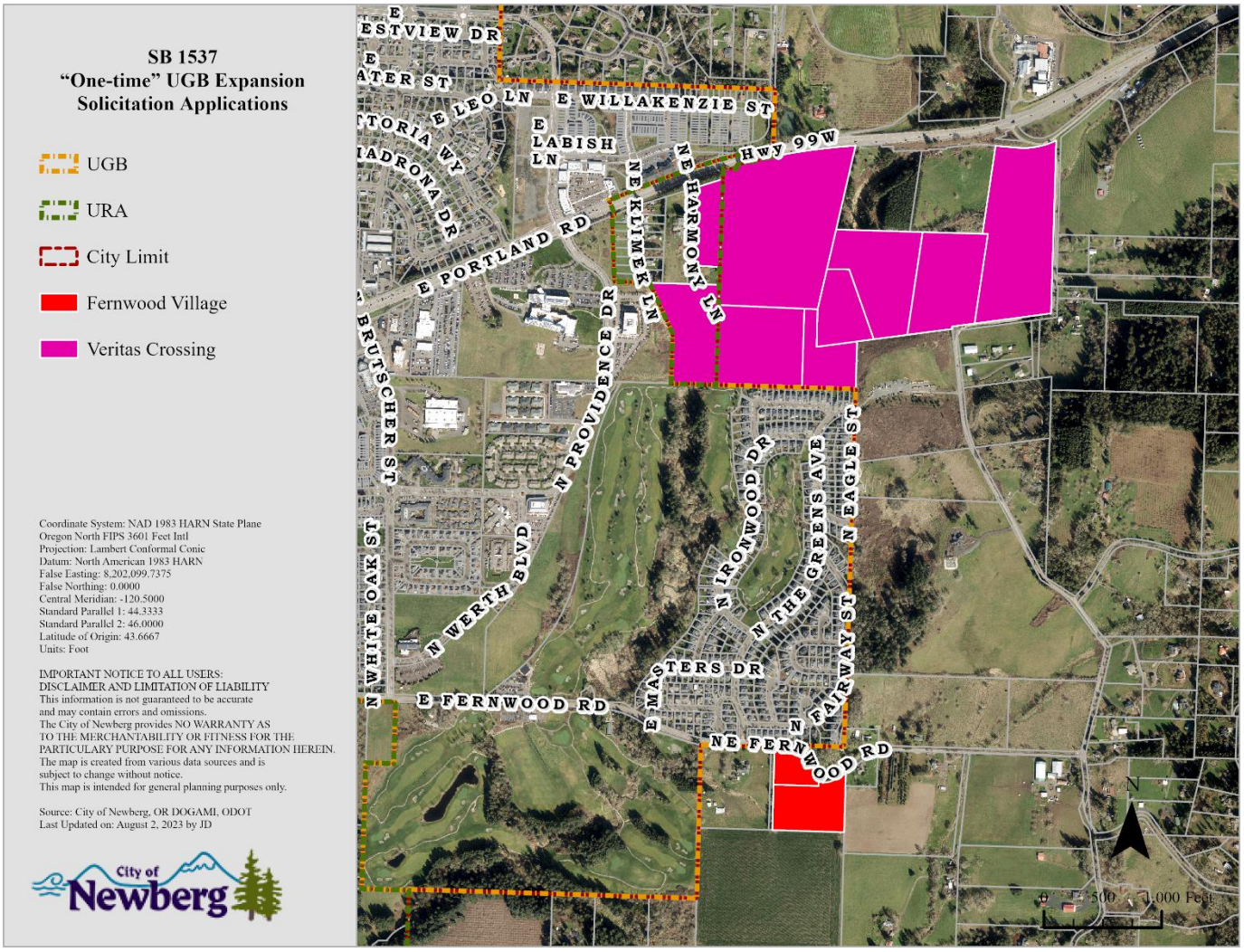
Solicitation Applications

On May 4, 2026 City Council adopted Resolution No. 2026-4023 directing staff to issue a formal solicitation for the SB 1527 "One-time" UGB amendment process. Notice of the solicitation was provided pursuant to SB 1537 §53 and the solicitation was open from June 1, 2026 through July 31, 2026. Two applications were received and are summarized in the table below. The submitted concept plans for each application are included in Attachment 1.

	UGB-26-1 Fernwood Village	UGB-26-2 Veritas Crossing
Acres	7.92	107
Proposed Units*	47	373
Proposed Affordable Units	15	112
Proposed Density	8.6 dwelling units/acre	11 dwelling units/acre
Proposed Zoning	Not included	R-1 Low Density Residential R-2 Medium Density Residential R-3 High Density Residential C-1 Neighborhood Commercial
Proposed Unit Types	Small Lot Single-Family (detached) Duplex / Triplex (attached) Cottage Homes Townhomes Apartments	Single-Unit Detached Homes Townhomes Middle Housing Apartments

Additional Site Elements	- Landscaping and open space (*less than 15 acres - full concept plan not required)*	- 1-acre Neighborhood Commercial - Landscaping and open space/Stream Corridor - Transportation System Improvements
Eligibility	Applicant requesting City Council pursue a legislative approval for inclusion in the UGB.	Newberg-Dundee Bypass Overlay Goal Exception

Estimate included in submitted application. Subject to land use review for conformance with applicable Newberg Municipal Code Development Standards.



Upon the City's initial completeness review, the Fernwood Village application was determined to not be located within the City's Urban Reserve Area and is designated as resource land subject to State Land Use Goal 3 (Agricultural Lands), which would render the site ineligible for inclusion through the SB 1537 process. As part of the technical update to the SB 1537 program in 2026, the Legislature passed HB 4035, which included a specific provision for the City of Woodburn to include land that would otherwise be ineligible. The Applicant has requested that City Council consider requesting an exemption to the site eligibility criteria through additional action by the Legislature (Attachment 2). As of the date of this report staff are waiting for feedback from DLCD to verify the Veritas Crossing proposal's eligibility.

Public Engagement

If Council directs staff to proceed with the public engagement required prior to selection of a site, staff recommend the following process:

City Council Update	September 21, 2026
Agency Referral	September 22, 2026 – October 16, 2026
15-day Notice of Public Comment	September 22, 2026 – October 7, 2026
Public Comment Period	October 8, 2026 – October 21, 2026
City Council Review*	November 2, 2026
City Council Site Selection*	November 16, 2026
**Tentative dates that may be extended if additional discussion with agencies or jurisdictions are required, or if City Council requests additional information prior to selecting a site.*	

Fiscal Impact: Staff time will be required to facilitate the review of site applications and public engagement. If a site is selected, staff time will be required to review a concept plan and process the UGB expansion application.

Applicants submitting solicitation responses paid a $214 submittal fee. If an application is selected to move on to concept plan refinement, the Applicant shall pay a "Site Refinement" fee of $5,275 and an "Adoption" fee of $3,311 plus applicable technology fees. If the selected site is withdrawn or no application for a Comprehensive Plan and Urban Growth Boundary amendment is made within one year of site selection, the "Adoption" fee shall be refunded.

Council Goals:

Goal 4. Implement a careful and prudent fiscal policy.

Objective 3. Ensure that the city has a long-term financial plan that supports its goals and objectives.

Continuous Goal E. Further strategic planning and growth with local taxing districts.

Attachments:

Attachment 1. UGB-26-1 Fernwood Village Application Materials
Attachment 2. Fernwood Village Legislative Process Request 2026.08.13
Attachment 3. UGB-26-2 Veritas Crossing Application Materials

FERNWOOD VILLAGE

Fire-Resilient Mixed-Income Housing Village

SB 1537 URBAN GROWTH BOUNDARY INCLUSION REQUEST

30150 NE Fernwood Road
Newberg, Oregon
Tax Lots 3700 and 3600 Only

Prepared for the City of Newberg

Prepared by Craig Porter

July 2026

47 HOMES • 15 AFFORDABLE HOMES • 60-YEAR AFFORDABILITY

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18. Why This Site Fits the SB 1537 Purpose and Requested Action

Fernwood Village is a 47-unit, fire-resilient mixed-income community with 15 affordable homes maintained as affordable for at least 60 years.

PROJECT SUMMARY

Project Element	Proposed
Gross site area	**Approximately 7.92 acres**
Landscape and open-space area	**Approximately 2.43 acres**
Net buildable area	**Approximately 5.49 acres**
Total dwelling units	**47 units**
Minimum units required at 6 units/net acre	**33 units**
Proposed net residential density	**Approximately 8.6 units/net acre**
Affordable dwelling units	**15 units**
Affordable percentage	**Approximately 31.9%**
Affordability period	**At least 60 years**
Primary access	**Northwest connection to Fernwood Road**
Secondary access	**Northeast connection to Fernwood Road**

Planning note: *All acreages, access locations and infrastructure alignments are conceptual and will be confirmed through survey, engineering, utility coordination and City review.*

1. Request Summary

This submittal requests consideration of 30150 NE Fernwood Road, Tax Lots 3700 and 3600 only, for inclusion in the City of Newberg Urban Growth Boundary under Oregon Senate Bill 1537's one-time UGB expansion authority.

The property is presented as a practical housing-opportunity site capable of supporting 47 dwelling units, including 15 affordable units, within a fire-resilient, mixed-income village development.

The approximately 7.92-acre site contains an estimated 5.49 net buildable acres. The proposed 47 units produce a net residential density of approximately 8.6 dwelling units per net acre.

> ***47 units ÷ 5.49 net buildable acres = approximately 8.6 dwelling units per net acre***

At the required minimum density of six units per net buildable acre, the site would be required to provide at least 33 units. The proposed 47-unit development therefore exceeds the minimum density while retaining substantial land for recreation, landscaping, stormwater management, pedestrian connections, fire protection and rural-edge buffering.

The proposal includes small-lot detached homes, duplex and triplex units, cottage homes, townhomes and small apartment buildings organized around a central community green, a stormwater and wetland park, an internal circulation system, two Fernwood Road access points, public utility extensions, fire hydrants, defensible-space landscaping and managed rural-edge buffers.

This is not simply a request for additional residential land. Fernwood Village is proposed as a planned, fire-resilient and edge-sensitive mixed-income neighborhood that will improve emergency access, water infrastructure, vegetation management and long-term stewardship of the property.

2. Legal Authority for UGB Inclusion

This request is submitted under Oregon Senate Bill 1537, which established a one-time process through which qualifying cities may add land to an Urban Growth Boundary for mixed-income housing production.

The City of Newberg has established a local selection process under this authority. Under the applicable framework, at least 30% of the housing developed on an included site must qualify as affordable housing and remain affordable for at least 60 years.

Fernwood Village is designed to satisfy that requirement by providing 15 affordable units out of 47 total units. This equals approximately 31.9% of the project, exceeding the 30% minimum.

The proposal combines this affordability commitment with housing diversity, public infrastructure, emergency access, managed open space, fire-resilient design and long-term vegetation maintenance.

3. Core Site Positioning

The property should be evaluated not only as a housing site, but also as an opportunity to improve the public-safety and land-management condition of rural-edge property adjacent to Newberg.

> ***A fire-resilient, edge-sensitive and mixed-income housing village that converts rural-edge land into a managed, accessible and defensible neighborhood with improved emergency access, public water infrastructure, fuel reduction and long-term vegetation control.***

The site's location at the edge of Newberg makes rural compatibility, emergency response, fire protection, drainage, transportation and neighbor impacts particularly important. Fernwood Village addresses these considerations through its overall site design rather than treating them as after-the-fact conditions.

4. Public Benefit

In its current condition, the property has limited urban infrastructure and limited on-site fire-protection improvements. With UGB inclusion and planned development, the property can support:

- 47 additional homes;
- 15 long-term affordable homes;
- Public water and sanitary sewer extensions;
- Fire-flow improvements and hydrant placement;
- Two points of connection to Fernwood Road;
- Improved fire-apparatus access;
- Internal emergency circulation and turnaround capability;
- Approximately 2.43 acres of landscape and open-space areas;
- A central neighborhood recreation area;
- Stormwater treatment and detention;
- Defensible-space landscaping;
- Managed rural-edge buffers;
- Reduced accumulation of dry grasses and other fuels;
- Clear emergency addressing; and
- Enforceable long-term landscape and fire-safety maintenance.

Development can therefore make the property safer, more accessible and more actively managed than its current rural-edge condition.

5. Housing Concept and Density

Fernwood Village will provide 47 dwelling units in a mixed-housing village format.

The current concept includes:

Housing Type	Buildings	Dwelling Units
Small-lot detached homes	13	13
Duplex/triplex attached housing	5	10
Cottage homes	8	8
Townhomes	4	8
Small apartment buildings	2	8
TOTAL	**32**	**47**

The apartment component consists of two small four-unit buildings rather than a large conventional apartment complex.

The housing mix is intended to provide choices for families, seniors, first-time homebuyers, smaller households and residents seeking lower-maintenance housing. It avoids both a single-product subdivision and a large apartment-only development.

With 47 units on approximately 5.49 net buildable acres, the project achieves approximately 8.6 dwelling units per net acre, exceeding the six-unit minimum while maintaining substantial common open space and rural-edge protection.

6. Affordability Commitment

Fernwood Village will provide at least 15 affordable dwelling units, representing approximately 31.9% of all proposed homes.

> ***15 affordable units ÷ 47 total units = approximately 31.9% affordable housing***

The affordable units will remain affordable for a minimum of 60 years, consistent with the applicable SB 1537 framework and City requirements.

Affordability will be secured through a recorded covenant, deed restriction, development agreement or equivalent mechanism approved by the City. The final affordability documents will establish applicable income qualifications, rent or sales-price restrictions, monitoring procedures, reporting obligations and enforcement provisions.

Affordable units will be:

- Integrated throughout the development;
- Distributed among multiple housing types;
- Included within the project's development phases;
- Comparable in exterior quality to market-rate units;
- Provided equal access to streets, parking, pedestrian facilities, open space and community amenities; and
- Identifiable for compliance purposes without being physically separated from the remainder of the neighborhood.

The current concept distributes affordable homes among detached, attached, cottage, townhome and apartment housing so that Fernwood Village functions as a genuine mixed-income community.

7. Recreation, Landscape and Open Space

Approximately 2.43 acres, or about 30.7% of the gross site, are designated for landscape, recreation, open space, stormwater facilities, pedestrian trails and perimeter buffering.

Central Community Green

Approximately 1.26 acres are designated as a central community green. The area is intended to include:

- An open lawn;
- Children's play equipment;
- A picnic shelter;
- Seating and gathering areas;
- Pedestrian trails;
- Shade trees;
- Informal recreation;
- Community events; and
- An emergency gathering location.

Stormwater and Wetland Park

Approximately 0.30 acre is identified as a stormwater and wetland park. This area may include:

- A detention or water-quality facility;
- Bioswale treatment;
- Native plantings;
- A pedestrian trail;
- Habitat-supportive landscaping; and
- Educational or interpretive opportunities.

Distributed Landscape and Buffer Areas

The remaining approximately 0.87 acre of the 2.43-acre landscape and open-space total is distributed among perimeter buffers, landscaped setbacks, pedestrian corridors, defensible-space areas, tree planting and smaller common landscape areas.

These areas are not treated as unusable leftover land. They contribute to recreation, stormwater management, neighborhood character, fire separation and rural-edge compatibility.

8. Commercial and Neighborhood-Serving Uses

No separate commercial development area is proposed within Fernwood Village.

The site is located within a short distance of Newberg's existing grocery stores, pharmacies, healthcare facilities, schools, restaurants, retail businesses, parks and employment areas. Because those services are already available nearby, dedicating a portion of this limited housing site to a separate shopping center or stand-alone commercial building is unnecessary.

The concept instead includes a small community building and plaza intended to support the residential neighborhood. This area may provide:

- Resident gathering space;
- A management or leasing office;
- Mail and package facilities;
- Bicycle parking;
- Visitor parking;
- Community meetings;
- Resident services; and
- Other accessory neighborhood functions permitted by the City.

Any activity in this area will remain subordinate and accessory to the residential development. No regional retail, drive-through use or large commercial destination is proposed.

9. Site Organization

The concept plan organizes housing, access, utilities, open space and buffers to support efficient service delivery, emergency response and rural-edge compatibility.

Fernwood Road Frontage

The Fernwood Road frontage provides:

- A northwest primary access;

- A northeast secondary access;
- Water and utility connection opportunities;
- Fire-hydrant locations;
- Visible addressing; and
- A landscaped entrance condition.

Western Edge

The western side includes an approximately 30-foot access, utility and fire corridor. This corridor is intended to function as a combined:

> ***Emergency-access route + utility corridor + maintenance route + vegetation break + fire-protection corridor***

Central Area

The central portion of the site contains the primary neighborhood recreation area, with housing arranged around the central community green.

Southern Area

The southern portion contains cottage housing, townhomes, small apartment buildings, the community building and plaza, and the stormwater and wetland park.

Eastern Edge

An approximately 20-foot perimeter buffer is proposed along the eastern property edge. This buffer will provide landscaping, defensible space and separation from adjoining rural property.

10. Transportation, Access and Emergency Circulation

Fernwood Village will have two access points on Fernwood Road.

The northwest connection will function as the primary residential entrance. The northeast connection will provide secondary circulation and additional emergency access.

Providing two connections will:

- Reduce reliance on a single entrance;
- Improve emergency response;
- Improve evacuation capability;
- Provide an alternative if one access is obstructed;
- Distribute residential traffic;
- Support utility and maintenance access; and
- Create a more connected internal street pattern.

The internal streets will connect the housing clusters and provide access to all residential buildings, the community green, the community building and the stormwater park.

The transportation network will also include:

- Sidewalks or separated pedestrian routes;
- Connections between homes and common areas;

- Safe routes to Fernwood Road;
- Bicycle parking;
- ADA-accessible pedestrian routes;
- Low-speed internal streets;
- Fire-apparatus access; and
- Approved emergency-turnaround capability.

The final access locations, road widths, turning radii, grades, sight distance, pedestrian facilities and emergency-access standards will be established through City engineering and Fire Marshal review.

11. Fire-Access and Turnaround Concept

The development is designed to avoid a long, isolated dead-end residential access condition.

Fire-apparatus circulation will be provided through the internal street system, supported by the two Fernwood Road connections and the western access and utility corridor.

The concept anticipates:

- Northwest primary access;
- Northeast secondary access;
- Internal fire-apparatus roads;
- Required clear travel widths;
- Approved turning radii;
- Fire-hydrant access;
- Turnaround capability where necessary;
- Clearly marked fire lanes;
- Visible residential addressing; and
- Unobstructed emergency-access routes.

Final fire-access geometry will be coordinated with Newberg-Dundee Fire and Rescue, the Fire Marshal, City Engineering and Public Works.

12. Fire-Protection Water and Hydrant Strategy

Fire-protection water will be planned as part of the public-water extension serving Fernwood Village.

The concept shows connection to an existing public water main and multiple hydrant locations distributed around the development.

Final design will coordinate:

- Available fire-flow capacity;
- Required water-main sizing;
- Hydrant spacing;
- Hydrant accessibility;
- Building placement;
- Fire-apparatus routes;
- Hose-lay distances; and
- Required building sprinkler systems.

Hydrants are conceptually located near the principal entrances and at internal locations so that fire protection is incorporated into the site design from the beginning.

13. Defensible-Space Landscape Plan

The development will incorporate a three-zone defensible-space approach around buildings and along rural-edge portions of the property.

Zone A: Zero to Five Feet from Structures

The immediate building edge will use noncombustible or low-combustible treatments, which may include:

- Concrete walks;
- Gravel;
- Pavers;
- Approved low-fuel plantings;
- Separation of combustible fencing from structures;
- No wood piles against buildings; and
- No continuous bark mulch immediately against structures.

Zone B: Five to Thirty Feet from Structures

This area will be maintained as a lean, clean and green landscape zone using:

- Irrigated or maintained vegetation;
- Separated shrub groupings;
- Fire-resistant plant selection;
- Pruned tree limbs;
- Managed plant spacing;
- Clear access around structures; and
- Reduced fuel continuity between buildings.

Zone C: Outer Landscape and Property Edge

Outer portions of the property will function as managed buffer areas incorporating:

- Reduced dry-grass accumulation;
- Brush and ladder-fuel management;
- Low-fuel native meadow planting;
- Tree spacing and pruning;
- Maintenance paths;
- Irrigated green breaks where feasible;
- Stormwater facilities; and
- Managed open space.

This approach will retain an attractive rural-edge character while establishing an actively maintained fire-safety condition.

14. Agricultural and Rural-Edge Buffer

The southern and eastern buffers are planned features rather than leftover land.

These areas will separate new housing from adjoining rural property and may contain:

- Low-fuel native meadow;
- Maintained landscaping;
- Gravel or paved maintenance paths;
- Stormwater facilities;
- Irrigated green breaks;
- Tree and brush management; and
- Fencing or screening where appropriate.

The eastern edge will include an approximately 20-foot managed perimeter buffer. The southern stormwater and open-space area will provide additional physical separation between residential buildings and the rural edge.

These measures will reduce fuel loads, provide visual separation, support drainage management and avoid placing the most intensive residential activity immediately against adjoining rural lands.

15. Building Placement and Fire-Prevention Measures

Housing will be grouped into manageable clusters rather than scattered across the property.

Detached homes are generally located toward the northern and central portions of the development. Duplex and triplex housing provides a transition along the eastern residential cluster. Cottage homes, townhomes and small apartment buildings are located in compact southern clusters near internal streets and hydrant coverage.

Final building design will be determined during land-use and building-permit review. The concept anticipates measures such as:

- Class A roofing;
- Ember-resistant vents;
- Protected or enclosed eaves where appropriate;
- Ignition-resistant exterior materials where appropriate;
- Required fire-rated separations;
- Fire sprinklers where required;
- Clearly visible address markers;
- Separation of combustible fencing;
- Maintained access around buildings; and
- Building placement coordinated with hydrants and emergency routes.

Fire protection will therefore be addressed through coordinated site design, building construction, public water, access, landscaping and maintenance.

16. Urban Services, Utilities and Protective Measures

Fernwood Village is intended to be served by urban services appropriate for residential development, including:

- Public water;
- Sanitary sewer;
- Stormwater management;
- Streets and pedestrian facilities;
- Electricity;

- Natural gas where available;
- Telecommunications;
- Solid-waste and recycling service;
- Police protection;
- Fire and emergency-medical response;
- Schools; and
- Parks and recreation services.

The project will comply with applicable protective requirements addressing:

- Erosion and sediment control;
- Stormwater detention and treatment;
- Water quality;
- Natural drainage;
- Geotechnical conditions;
- Seismic design;
- Wildfire risk;
- Construction dust and debris;
- Tree and vegetation management;
- Utility protection; and
- Long-term maintenance of common facilities.

The central green, stormwater park and perimeter buffers will help protect open-space and environmental values while accommodating urban housing.

The site is inland and is not expected to involve coastal resources, beaches, dunes, estuaries or coastal shorelands. Any applicable natural-resource, historic-resource or hazard requirements identified during City review will be addressed through final engineering and development conditions.

17. Phasing and Long-Term Maintenance

The current concept anticipates three potential development phases:

Phase	Estimated Period	Units
Phase 1	0–18 months	21
Phase 2	18–36 months	14
Phase 3	36–60 months	12
TOTAL		**47**

The schedule is conceptual and may be refined based on approvals, infrastructure construction, financing and market conditions.

Affordable housing will be integrated into the development phases rather than postponed until the final stage.

The project will establish a recorded maintenance mechanism requiring continuing care of:

- Common open space;
- The central community green;
- The stormwater facility;
- Pedestrian trails;
- Fire-access routes;
- Hydrant clearances;
- Defensible-space areas;
- Landscape buffers;
- Tree pruning;
- Irrigation systems; and
- Brush and fuel management.

These obligations may be administered through a homeowners association, property-management entity, affordability partner or another mechanism approved by the City.

18. Why This Site Fits the SB 1537 Purpose and Requested Action

Fernwood Village fits the purpose of SB 1537 because it will provide a meaningful mixed-income housing contribution while addressing affordability, housing choice, density, infrastructure, recreation, transportation, fire protection and rural-edge compatibility.

The site is not presented as speculative expansion land. It is presented as a specific and carefully planned housing opportunity with:

- 47 dwelling units;
- 15 affordable homes maintained as affordable for at least 60 years;
- Approximately 8.6 units per net buildable acre;
- Five housing categories;
- Approximately 2.43 acres of landscape and open space;
- Two Fernwood Road access points;
- Public water and utility extensions;
- Fire hydrants and emergency circulation;
- A central community green;
- A stormwater and wetland park;
- Managed rural-edge buffers; and
- Enforceable long-term maintenance.

The property owner respectfully requests that the City of Newberg consider 30150 NE Fernwood Road, Tax Lots 3700 and 3600 only, as a candidate site for inclusion in the Urban Growth Boundary through the City's SB 1537 one-time UGB expansion process.

The owner is prepared to continue coordinating with City Planning, Public Works, City Engineering, Newberg-Dundee Fire and Rescue, the Fire Marshal, utility providers and other reviewing agencies to confirm infrastructure feasibility, final acreage, access design, fire flow, stormwater management, affordability requirements and all conditions necessary for development.

Fernwood Village offers Newberg a practical opportunity to add 47 needed homes, including 15 long-term affordable homes, while improving public safety, emergency

access, housing choice, infrastructure, recreation, open space and management of the rural edge.

KEY PROJECT COMMITMENTS

47 Total homes	**15** Affordable homes	**60 years** Affordability term
8.6 Units/net acre	**2.43 acres** Landscape/open space	**2** Fernwood Road access points

FERNWOOD VILLAGE

A FIRE-RESILIENT MIXED-INCOME COMMUNITY

SB 1537 URBAN GROWTH BOUNDARY INCLUSION REQUEST

30150 NE Fernwood Road, Newberg, Oregon

Tax Lots 3700 and 3600 (combd)

TOTAL UNITS	AFFORDABLE UNITS	GROSS SITE AREA	NET BUILDABLE AREA	DENSITY ACHIEVED
47	15 (31.9%)	7.92	5.49	8.6
DWELLING UNITS	AFFORDABLE FOR 60 YEARS	ACRES	ACRES (69.3%)	DU/NET ACRE

SITE SUMMARY

Total Site Area (Gross)	7.92 Acres
Landscape / Open Space Area	2.43 Acres (30.7%)
Buildable Area (Net)	5.49 Acres (69.3%)
Minimum Density Required	6 du/ac (NET)
Minimum Units Required (6 x 5.49)	33 Units
Units Proposed	47 Units
Density Achieved (Net)	8.6 du/ac

UNIT MIX (BUILDINGS & UNITS)

TYPE	BUILDING(S)	BUNTS UNITS	UNITS %
Small Lot Single-Family (Detached)	13	13	27.7%
Duplex / Triplex (Attached)	5	10	21.3%
Cottage Homes	8	8	17.0%
Townhomes	4	8	17.0%
Apartments (4-Plex)	2	8	17.0%
TOTAL	32	47	100%

AFFORDABLE HOUSING (30% MIN.)

Units Required (30% of 47)	15 Units
Affordable Units Provided	15 Units (31.9%)
Affordability Term	60 Years
Affordable Units are shown in PURPLE	

PHASING PLAN

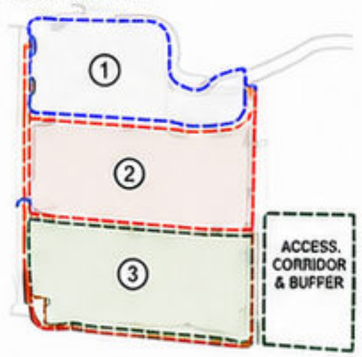
Phase 1	(0 – 18 Months)	21 Units
Phase 2	(18–36 Months)	14 Units
Phase 3	(36–60 Months)	12 Units
TOTAL		47 Units

CONCEPT PLAN (OVERALL LAYOUT) TO SERVE V10 HOUSING LAYOUT

KEY NOTES

1. **PRIMARY ACCESS (NW)**
   Connect to existing Fernwood Road and public water main.
2. **SECONDARY ACCESS (NE)**
   Connect to existing Fernwood Road and public water main.
3. **30' ACCESS / UTILITY / FIRE CORRIDOR**
   Provides emergency access, utilities, maintenance access, and fire break.
4. **COMMUNITY BUILDING & PLAZA**
   with seating, bike parking, visitor parking, and amenites.
5. **20' PERIMETER BUFFER**
   along eastern property edge with managed landscaping and defensive space.
6. **CENTRAL COMMUNITY GREEN**
   Active recreation, playground, picnic shelter, trails and community gatherings.
7. **STORMWATER DETENTION FACILITY**
   Detention pond, bioswale, native plantings and trail.

PHASE KEY MAP



LEGEND

- Subject Property Boundary
- Existing Road
- Easement / Section Line
- Buildable Area (Net)
- Open Space / Natural Area
- Stormwater Facility
- Pedestrian Trail
- Existing Tree (Typ.)
- Fire Hydrant (Typical)
- Transformer Pad

UNIT TYPES & ELEVATIONS (EXAMPLES)

AFFORDABLE UNIT IDENTIFICATION (15 UNITS – 31.9%)

TYPE	BUILDINGS	UNIT NUMBERS	# AFFORDABLE UNITS
Small Lot Single-Family	-	1, 6, 11, 15, 19	5
Duplex / Triplex	-	36, 36, 37	3
Cottage Homes	-	3	1
Townhomes	A1-A4	A1-A4, A5, A8	4
Apartments (4-Plex)	B1, B2	B1-1, B1-3, B1-4, B2-2	2
	TOTAL		15 (31.9%)

LOCATION MAP

UTILITIES & FIRE PROTECTION LEGEND

WATER (DOMESTIC)

- (W) Connect to Existing 8" Water Main
- Water Main (Typ.)

SANITARY SEWER

- ($) Connect to Existing Sanitary Sewer Main
- Sanitary Sewer (Typ.)

FIRE PROTECTION

- (FH) Fire Hydrant (Typical Location)
- Fire Apparatus Access Road Min. 20' Clear
- (T) Proposed Pad-Mount Transformer
- Pedestrian Trail (Typ.)

NOTE: This concept plan is for planning and discussion purposes only. Final layout, unit count, acreage, infrastructure and amenities are subject to survey, engineering, City review and approval.

May 20, 2025

CONSENT TO ANNEXATION

SB 1537 One-Time Urban Growth Boundary Expansion

City of Newberg, Oregon

Property:
30150 NE Fernwood Road, Newberg, OR 97132

Yamhill County Tax Lots:

- Township 3 South, Range 2 West, Section 22, Tax Lot 03700

- Township 3 South, Range 2 West, Section 22, Tax Lot 03600

The undersigned are the legal owners of the described property. In accordance with the City of Newberg's SB 1537 application process, the owner's consent to future annexation if:

- The property is selected for inclusion within the Urban Growth Boundary through the SB 1537 process; and

- Annexation is required by the City as part of implementing the boundary expansion.

This consent is solely to satisfy application requirements and does not approve any development proposal or transfer of ownership.

Owner(s):

Charles C. Floch (Signature: Charles C. Floch Date: 7-21-2026

Duane R. Floch (Signature: Duane R. Floch Date: 7-21-26

Applicant/Authorized Representative:

Craig J. Porter (Signature: _____ Date: 7/21/26)

The owners recognize annexation as part of future urban development following Boundary inclusion and provide this consent accordingly. This document is for the SB 1537 application only and remains with the property unless legally withdrawn or superseded by a subsequent annexation. It does not transfer ownership, authorize development, or waive any rights other than the right to future annexation consent.

OWNER CONSENT AND AUTHORIZATION AGREEMENT
Newberg SB 1537 Urban Growth Boundary Application

This Owner Consent and Authorization Agreement is made as of 6.12, 2026, by and between the undersigned property owner(s) ("Owner") and Craig + Fay Porter ("Applicant/Representative").

1. Property.
Owner is the legal owner, or authorized representative of the legal owner, of the real property generally known as:

Property Address: 30150 NE Fernwood Road, Newberg, Oregon
Additional/Adjacent Parcel: Township 3S, Range 2W, Section 22, Tax Lot 03600
County: Yamhill County, Oregon

Together, the above property and related parcels are referred to as the "Property."

2. Purpose of Consent.
Owner hereby gives consent and authorization for Applicant/Representative to prepare, process, submit, and pursue paperwork, applications, forms, maps, narratives, studies, correspondence, and related materials with the City of Newberg, Yamhill County, and any other applicable public agencies for the purpose of seeking inclusion of the Property within the City of Newberg Urban Growth Boundary under the SB 1537 one-time UGB expansion process or any related land-use process.

3. Scope of Authorization.
Owner authorizes Applicant/Representative to communicate with City staff, planning officials, consultants, engineers, attorneys, surveyors, and other parties as reasonably necessary to evaluate and process the UGB application. This authorization includes permission to submit owner consent materials, concept plans, site information, title information, and other documentation required by the City of Newberg.

4. No Transfer of Ownership.
This Agreement does not sell, transfer, lease, option, encumber, or otherwise convey any ownership interest in the Property. Owner retains full ownership and control of the Property unless a separate written agreement is signed by Owner.

5. Costs and Obligations.
Unless otherwise agreed in writing, Applicant/Representative may advance or coordinate application-related work and paperwork. Owner shall not be obligated to pay any third-party costs, professional fees, application fees, or consultant expenses unless Owner separately agrees to do so in writing.

6. Further Documentation.
Owner agrees to reasonably cooperate by signing additional City-required owner consent forms, application acknowledgments, or similar documents necessary to process the UGB application,

provided such documents do not transfer ownership or impose financial obligations on Owner without Owner's separate written approval.

7. Term.
This authorization shall remain in effect until the City of Newberg completes its review of the UGB candidate site process, unless revoked earlier in writing by Owner. Any revocation shall not affect documents or applications already submitted before written revocation is received.

8. Non-Binding Development Commitment.
Owner understands that submission of UGB paperwork does not guarantee approval by the City of Newberg and does not require Owner to proceed with development, sale, annexation, or any future transaction unless Owner signs separate written documents.

9. Listing Agreement Upon Successful UGB Inclusion.
If the Property is successfully selected for inclusion in the City of Newberg Urban Growth Boundary, or otherwise receives approval or conditional approval through the SB 1537 UGB expansion process or a related City land-use process, Owner agrees to enter into a separate written listing agreement with **Fay Gyapong-Porter** for the marketing and sale of the Property. The listing price, listing term, commission, sale strategy, and other listing terms shall be agreed upon in writing by Owner and Fay Gyapong-Porter at that time. No commission shall be due unless and until a separate listing agreement or other written brokerage agreement is signed by Owner.

OWNER(S):

Owner Name: CHARLES C. FLOCH

Signature: Charles C. Floch

Date: 6-12-2026

Owner Name: DUANE R FLOCH

Signature: Duane R Floch

Date: 6-12-26

APPLICANT / REPRESENTATIVE:

Name:

Signature: Fay Porter

Date: 6/12/26

Fernwood Village — Preliminary Pricing and Property-Tax Assessment

The current plan contains **47 homes in five housing categories**, including **15 affordable homes—31.9% of the project—restricted for at least 60 years**. The mix is 13 small-lot detached homes, 10 duplex/triplex units, 8 cottages, 8 townhomes, and 8 apartments.

1. Recommended working pricing model

This allocation distributes the 15 affordable units among all five housing types. It is for financial modeling; the final A1–A15 locations can be adjusted without changing the overall totals.

Housing type	Units	Affordable / Market	Affordable target	Market target	Estimated completed value
Small lot detached	13	4 / 9	$330,000	$465,000	$5,505,000
Duplex/triplex units	10	3 / 7	$295,000	$405,000	$3,720,000
Cottage homes	8	2 / 6	$255,000	$335,000	$2,520,000
Townhomes	8	3 / 5	$320,000	$425,000	$3,085,000
Small apartments	8	3 / 5	$225,000/unit value	$275,000/unit value	$2,050,000
Total	**47**	**15 / 32**			**$16,880,000**

Pricing summary

- **Estimated completed real-market value: $16.88 million**
- **Average value per dwelling:** approximately **$359,000**
- **Average affordable-unit value:** approximately **$290,000**
- **Average market-rate ownership price:** approximately **$413,000**
- **All-market development value:** approximately **$18.38 million**
- **Embedded affordability value provided:** approximately **$1.50 million**

These market-rate prices are intentionally below Newberg's broader market. Redfin reports a Newberg median sale price of approximately **$517,190** and **$295 per square foot** for the three months ending May 2026; Zillow reports an average Newberg home value of approximately **$537,365**. (Redfin)

The affordable prices should remain labeled **planning targets**, not final covenant prices. HUD's 2026 80%-AMI limits for the Portland metropolitan area, including Yamhill County, range from **$71,900 for one person to $102,650 for four people**. At the current 30-year mortgage benchmark of **6.58%**, final affordable sale prices will depend on household size, down payment, taxes, insurance, HOA charges and any buyer assistance. (HUD User)

2. Estimated property-tax assessment

Assumptions

- **$14.83 million** residential ownership real-market value.
- **$2.05 million** multifamily real-market value.
- Yamhill County 2025–26 changed-property ratios:
  - Residential: **0.538**
  - Multifamily, four or more units: **0.368**. (Yamhill County)
- Newberg Tax Code 29.0, assuming annexation into the regular city tax area and not the existing urban-renewal code:
  - City of Newberg: **$3.0748 per $1,000 assessed value**
  - All districts combined: **$16.1366 per $1,000 assessed value**. (Yamhill County)

Estimated taxable assessed value

Property class	Estimated RMV	CPR	Estimated assessed value
Ownership housing	$14,830,000	0.538	$7,978,540
Apartment housing	$2,050,000	0.368	$754,400
Total	**$16,880,000**		**$8,732,940**

Estimated annual tax revenue

Recipient	Estimated annual amount
City of Newberg	**$26,852**
Newberg School District 29J	$51,926
Yamhill County	$22,509
Tualatin Valley Fire & Rescue	$20,273
Chehalem Park and Recreation District	$10,525
Portland Community College	$5,543
Willamette Regional ESD	$2,591
Extension and Soil & Water districts	$701
Total property taxes—all districts	**$140,920 annually**

Ten-year public-revenue projection

Assuming assessed value increases by 3% annually after completion:

- **Ten-year City of Newberg property-tax share:** approximately **$307,800**
- **Ten-year taxes to all public districts:** approximately **$1.62 million**

City-facing conclusion

At full buildout, Fernwood Village is projected to create approximately **$16.88 million in completed real-market property value** and approximately **$8.73 million in taxable assessed value**. Based on current Yamhill County assessment ratios and Newberg tax rates, the development is estimated to generate approximately **$26,900 annually for the City of Newberg** and approximately **$140,900 annually for all local taxing districts**. Over ten years, this represents approximately **$308,000 for the city and $1.62 million for local public services**, before considering system-development charges, building and planning fees, construction-excise-tax revenue, utility charges, or other development-related revenue.

TICOR TITLE®

Preliminary Report

File No.: 471826146088
Your Reference No: 36262602487
Property Address: EFFECTIVE DATE: June 10, 2026, 08:00 AM

Title Officer: Deborah Clark

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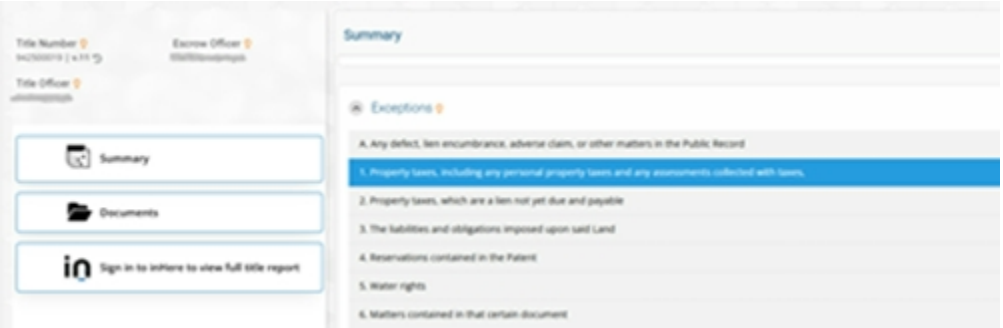

titleLOOK upgrades the traditional title report experience from a static report with large zip files of supporting documents to a real-time interactive title report. With titleLOOK, you'll enjoy:

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- color-coded requirements and exceptions so you can focus on what is important
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TICOR TITLE™
Company of Oregon

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Ticor Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Peter Harris

1455 SW Broadway, Suite 1450, Portland, OR 97201
(503)646-4444 FAX (503)469-4198

PRELIMINARY REPORT

TITLE OFFICER: Deborah Clark
deborah.clark@titlegroup.fntg.com
(503)535-3743

ORDER NO.: 471826146088
CUSTOMER NO.: 36262602487

TO: Ticor Title Company of Oregon
Ashley Melton
4949 SW Meadows Rd, Suite 100
Lake Oswego, OR 97035

OWNER/SELLER: Charles C. Floch, Roland D. Floch and Richard T. Floch
BUYER/BORROWER: TBD
PROPERTY ADDRESS: TS 3S, R 2W, Section 22, Tax lot 03600, Newberg, OR 97132

EFFECTIVE DATE: June 10, 2026, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	AMOUNT	PREMIUM
ALTA Owner's Policy 2021 **Owner's Standard (Short Term Rate)**	$ TBD	$ TBD
OTIRO Endorsement No. 110		$ 0.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

   A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

   Charles C. Floch, Roland D. Floch and Richard T. Floch, as equal tenants in common

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF YAMHILL, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

EXHIBIT "A"

Legal Description

A tract of land in the Jesse Parrish Donation Land Claim No. 57 in Township 3 South, Range 2 West of the Willamette Meridian and beginning at a point 38 rods East of the Northwest corner of said Donation Land Claim; thence South 726 feet; thence East 610.5 feet; thence North 566 feet; thence South 55°21' West 158.7 feet; thence North 85°55' West 116.7 feet; thence North 25°40' West 279.5 feet; thence West 234 feet to the point of beginning.

SAVE AND EXCEPTING THEREFROM the following described tract of land:

A tract of land in the Jesse Parrish Donation Land Claim No. 57 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, as follows:

Beginning at a point 38 rods East of the Northwest corner of the said Donation Land Claim; thence South 320 feet; thence East 383 feet; thence North 64.6 feet to the center of the road; thence North 85°55' West 28 feet along the road; thence North 25°40' West 279.5 feet along the road; thence West 234.0 feet along the road to the Point of Beginning.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

2. Any facts, rights, interests or claims, which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

3. Easements, or claims of easement, which are not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

4. Any encroachment (of existing improvements located on the Land onto adjoining land or of existing improvements located on adjoining land onto the subject Land), encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.

5. Any lien or right to a lien for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Rights of the public to any portion of the Land lying within the area commonly known as NE Fernwood Road.

7. A deed of trust to secure an indebtedness in the amount shown below,

Amount:	$50,000.00
Dated:	May 14, 2024
Trustor/Grantor:	Charles C. Floch, Roland D. Floch and Richard T. Floch, as equal tenants in common
Trustee:	Ticor Title Company of Oregon
Beneficiary:	First Community Credit Union
Loan No.:	1965380
Recording Date:	May 20, 2024
Recording No:	202404418

The Deed of Trust set forth above is purported to be a “Credit Line” Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

Affects: The herein described Land and other land.

8. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:

   a) The rights of tenants holding under unrecorded leases or tenancies
   b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.
   c) Any facts which would be disclosed by an accurate survey of the Land

ADDITIONAL REQUIREMENTS/NOTES:

A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year:	2025-2026
Amount:	$1,573.14
Levy Code:	29.2
Account No.:	64352
Map No.:	R3222 03600

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

B. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.

C. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

D. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.

E. Note: The State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.

F. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.

G. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.

H. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.

I. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Yamhill	$87.00	$5.00

Note: When possible the company will record electronically. An additional charge may be applied.

Note: Please send any documents for recording to the following address:
Portland Title Group
Attn: Recorder
1455 SW Broadway, Suite 1450
Portland, OR. 97201

Please email your release to the following email address: or-ttc-yamhillrecording@ticortitle.com

J. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

K. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.

L. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS:
Fiscal Year: July 1st through June 30th
Taxes become a lien on real property, but are not yet payable: July 1st
Taxes become certified and payable (approximately on this date): October 15th
First one third payment of taxes is due: November 15th
Second one third payment of taxes is due: February 15th
Final payment of taxes is due: May 15th

Discounts: If two thirds are paid by November 15th, a 2% discount will apply. If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

EXHIBIT ONE

2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions, or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection.
   b. any governmental forfeiture, police, regulatory, or national security power.
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed, or agreed to by the Insured Claimant;
   b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
   a. fraudulent conveyance or fraudulent transfer;
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extend the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any reason not stated in the Covered Risk 13.b
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
      i. the occupancy, use, or enjoyment of the Land;
      ii. the character, dimensions or location of any improvement on the Land;
      iii. the subdivision of land; or
      iv. environmental remediation or protection;
   b. any governmental forfeiture, police, regulatory, or national security power
   c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.

   Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
   a. created, suffered, assumed or agreed to by the Insured Claimant;
   b. not known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   c. resulting in no loss or damage to the Insured Claimant;
   d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
   e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
   a. fraudulent conveyance or fraudulent transfer, or
   b. voidable transfer under the Uniform Voidable Transactions Act; or
   c. preferential transfer:
      i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
      ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions or location of any improvement erected on the land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions or location of any improvement erected on the land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed or agreed to by the Insured Claimant;
   (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
   (a) a fraudulent conveyance or fraudulent transfer, or
   (b) a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

WIRE SAFE™ | Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
http://www.fbi.gov

Internet Crime Complaint Center:
http://www.ic3.gov

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FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2026

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.,* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.,* loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Device and Browsing Information

FNF automatically collects the following categories of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser information, such as version, language, and type;
- device type and operating system;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Website Analytics. We use Google Analytics to understand how visitors interact with FNF Websites. Google Analytics may collect information such as your IP address, device type, and pages visited to help us analyze site traffic and to personalize your browsing experience on our site. If you don't want Google Analytics to be used in your browser, you can install the Google Analytics browser add-on, which Google makes available online.

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

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Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, and our affiliates' services, jointly or independently;
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose the categories of Personal Information and Browsing Information listed above for the following purposes:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link Privacy Request, or email privacy@fnf.com, or call (888) 714-2710.

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Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Businesses in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:
Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Ticor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Ticor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and

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Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent to this Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Request website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

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FERNWOOD VILLAGE PUD

TOPOGRAPHIC MAP

TOWNSHIP 3 SOUTH, RANGE 2 WEST, SECTION 22
WILLAMETTE MERIDIAN
YAMHILL COUNTY, OREGON

FAIRWAY ST

FERNWOOD ROAD

200'

190'

178'

3890
30' ROADWAY EASEMENT

180'

170'

210'

LN

N

0' 100' 200' 300'

SCALE: 1" = 100'

LEGEND

- SUBJECT PROPERTY BOUNDARY
- EASEMENT / SECTION LINE
- CONTOUR LINE (10' INTERVAL)
- STREAM / DRAINAGE

NOTES

- Contours based on existing topographic data.

Outlook

Fernwood Village

From Craig Porter <cjporter9999@gmail.com>
Date Thu 8/13/2026 2:52 PM
To James Dingwall <James.Dingwall@newbergoregon.gov>; Chuck Floch <chuckfloch16.cf@gmail.com>

The Woodburn precedent is under **HB 4035's amendment SB 1537.**

Hi James,

We have determined that this property is not in the Urban Reserve. We would like to propose the following:

We understand there is an alternative legislative pathway for adding the Fernwood Village property to Newberg's Urban Growth Boundary, based on the process the Legislature created for Woodburn.

In 2026, HB 4035 amended the SB 1537 UGB program and gave Woodburn a city-specific alternative process. That provision allowed Woodburn to receive and select a specific property without conducting the standard citywide solicitation and competitive site-selection process.

We want Newberg to pursue the same type of legislative authority for the approximately 7.96-acre Fernwood Village site at 30150 NE Fernwood Road and adjoining Tax Lot R3222-03600.

The pathway would be:

1. The Newberg City Council adopts a resolution supporting Fernwood Village and requesting a city-specific legislative amendment modeled on the Woodburn provision.
2. Newberg works with its state legislative delegation and Legislative Counsel to draft language extending the same alternative authority to Newberg and the Fernwood Village property.
3. The legislation authorizes Newberg to receive and select the Fernwood Village application without reopening the general solicitation or repeating the standard competitive site-selection process.
4. Newberg submits the selected site and proposed UGB amendment to the Oregon Department of Land Conservation and Development at least 30 days before adopting the UGB amendment.

5. DLCD reviews the submission and either approves it or identifies specific deficiencies that must be corrected.
6. Following DLCD approval, Newberg adopts the UGB amendment adding the property.
7. The City then adopts the required development or master plan, completes annexation and applies the appropriate residential or mixed-use zoning.
8. The project proceeds through Newberg's normal infrastructure, land-use and development approval process.

Our proposed Fernwood Village plan includes approximately 76 mixed-income homes, with at least 24 homes—30% of the development—subject to affordability restrictions for a minimum of 60 years. The development will include townhomes, cottages, middle housing and apartments, together with open space, recreation, pedestrian connections, an agricultural-edge buffer and a small neighborhood-serving commercial or community component.

We are asking the City to support this alternative legislative pathway and place a resolution before the City Council authorizing staff to work with us, Newberg's legislative delegation and Legislative Counsel on the required language.

This gives Newberg a clear way to consider Fernwood Village even if the property cannot be added through the standard SB 1537 application process.

Best regards,

Craig Porter

Craig Porter

TRIP GENERATION CALCULATIONS
Source: Trip Generation Manual, 12th Edition

Land Use:	Single-Family Attached Housing
Land Use Code:	215
Land Use Subcategory:	All Sites
Setting/Location	General Urban/Suburban
Variable:	Dwelling Units
Trip Type:	Vehicle
Formula Type:	Rate
Variable Quantity:	29

AM PEAK HOUR

Trip Rate: 0.47

	Enter	Exit	Total
Directional Split	25%	75%	
Trip Ends	4	10	14

PM PEAK HOUR

Trip Rate: 0.51

	Enter	Exit	Total
Directional Split	57%	43%	
Trip Ends	9	6	15

WEEKDAY

Trip Rate: 6.57

	Enter	Exit	Total
Directional Split	50%	50%	
Trip Ends	95	95	190

SATURDAY

Trip Rate: 0

	Enter	Exit	Total
Directional Split	50%	50%	
Trip Ends	NA	NA	NA

TRIP GENERATION CALCULATIONS
Source: Trip Generation Manual, 12th Edition

Land Use:	Single-Family Attached Housing
Land Use Code:	215
Land Use Subcategory:	All Sites
Setting/Location	General Urban/Suburban
Variable:	Dwelling Units
Trip Type:	Vehicle
Formula Type:	Rate
Variable Quantity:	60

AM PEAK HOUR

Trip Rate: 0.47

	Enter	Exit	Total
Directional Split	25%	75%	
Trip Ends	7	21	28

PM PEAK HOUR

Trip Rate: 0.51

	Enter	Exit	Total
Directional Split	57%	43%	
Trip Ends	18	13	31

WEEKDAY

Trip Rate: 6.57

	Enter	Exit	Total
Directional Split	50%	50%	
Trip Ends	197	197	394

SATURDAY

Trip Rate: 0

	Enter	Exit	Total
Directional Split	50%	50%	
Trip Ends	NA	NA	NA

TRIP GENERATION CALCULATIONS
Source: Trip Generation Manual, 12th Edition

Land Use:	Multifamily Housing (Low-Rise)
Land Use Code:	220
Land Use Subcategory:	Not Close to Rail Transit
Setting/Location	General Urban/Suburban
Variable:	Dwelling Units
Trip Type:	Vehicle
Formula Type:	Rate
Variable Quantity:	101

AM PEAK HOUR

Trip Rate: 0.41

	Enter	Exit	Total
Directional Split	24%	76%	
Trip Ends	10	31	41

PM PEAK HOUR

Trip Rate: 0.52

	Enter	Exit	Total
Directional Split	62%	38%	
Trip Ends	33	20	53

WEEKDAY

Trip Rate: 6.21

	Enter	Exit	Total
Directional Split	50%	50%	
Trip Ends	314	314	628

SATURDAY

Trip Rate: 4.55

	Enter	Exit	Total
Directional Split	50%	50%	
Trip Ends	230	230	460

Caution: Small Sample Size

First American Title Insurance Company

775 NE Evans Street
McMinnville, OR 97128
Phn - (503)376-7363
Fax - (866)800-7294

PUBLIC RECORD REPORT
FOR NEW SUBDIVISION OR LAND PARTITION

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF:

AKS Engineering & Forestry LLC
12965 SW Herman Road, Suite 100
Tualatin, OR 97062
Phone: (503)563-6151
Fax: (503)925-8969

Date Prepared	: July 13, 2026
Effective Date	: 8:00 A.M on July 01, 2026
Order No.	: 1039-4393328
Subdivision	:

THIS IS NOT a title report since no examination has been made of the title to the above-described property. Our search for apparent encumbrances was limited to our tract Indices and therefore does not include additional matters which might have been disclosed by an examination of the record title, such as pending litigation. The charge for this service will not include supplemental reports, rechecks or other services.

REPORT

A. The Land referred to in this report is located in the County of Yamhill, State of Oregon, and is described as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:

As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof

D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:

As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.

EXHIBIT "A"
(Land Description Map Tax and Account)

TRACT 1:

Parcel 1: [3215-600]

A parcel of land in the original Donation Land Claim of Sebastian Brutscher and wife, Claim No. 51, Notification No. 1470, in Township 3 South of Range 2 West of THE WILLAMETTE MERIDIAN, in Yamhill County, Oregon, and said parcel is lying South of the South right of way line of the State Highway 99W, and adjoining the North boundary of the grantees land as described in Film Volume 149, Page 1057, of the deed records for Yamhill County, Oregon. Said parcel being more particularly described as follows:

Beginning at a point that is South 656.0 more or less feet, and West 759.10 feet from the Northeast corner of the aforesaid Sebastian Brutscher and wife, Donation Land Claim No. 51; thence North 33, more or less, feet to the South right of way line of State Highway 99W; thence Southwesterly along the South right of way line of said highway 99W 118.0, more or less, feet to a point where the South right of way line intersects the North boundary of the grantee's property; thence East on the North boundary line of the grantee's property 114.0, more or less, feet to the Point of Beginning.

Parcel 2: [3215-700]

A tract of land lying in the SEBASTIAN BRUTSCHER DONATION LAND CLAIM in Sections 15 and 16 in Township 3 South, Range 2 West of THE WILLAMETTE MERIDIAN in Yamhill County, Oregon, described as follows:

Beginning on the South line of the relocated U.S. Pacific Highway 99 West, right of way at a point where said South line intersects the East line of that tract conveyed to Thomas William Mcdonald, et ux, by deed recorded August 3, 1942 in Book 120, Page 130; thence South 12°45' West, 21.30 chains, more or less, to the Southeast corner of said MCDONALD TRACT, thence North 88°25'West on the South line of said MCDONALD TRACT, 12.94 chains, more or less, to the Southwest corner of said MCDONALD TRACT; thence North on the West line of said MCDONALD TRACT, 18.00 chains, more or less, to the South line of said Pacific Highway right of way; thence East on the most Westerly North line of said MCDONALD TRACT 6.66 chains, more or less, to an angle corner; thence North to the South line of said highway right of way; thence Northeasterly along the South line of said highway right of way to the Place of Beginning.

TRACT 2: [3215-1000]

Parcel 1:

Beginning at a point which is 966.1 feet North 80° 45' East of stone which is 32 chains South of the Northwest corner of the Iri Orton and wife Donation Land Claim, Notification No. 4161 in Township 3 South, Range 2 West of THE WILLAMETTE MERIDIAN, in Yamhill County, Oregon; thence North 80° 45' East 660.5 feet to the North and South line through center of Section 15, said Township and Range; thence North 0° 17' East 1535 feet to center of Portland and Dayton road; thence along center of said highway South 52° 41' West 47.7 feet; thence South 56° 11' West 65.3 feet; thence South 59° 55' West 57.8 feet; thence South 68° 59' West 59 feet; thence South 81° 26' West 75.8 feet; thence South 89° 06' West 92.9 feet; thence North 85° 48' West 142.4 feet; thence South 7° 06' West 750 feet; thence South 4° 28' West 774.7 feet to the Place of Beginning.

SAVING AND EXCEPT that portion thereof:

Beginning at a point 333.0 feet South and 487.3 feet West of the Southeast corner of BENJAMIN HEATER

DONATION Land Claim; said beginning point being the Northeast corner of said property in center of the Portland-Dayton road; thence South 0° 09' 30" East along the East line of said property on North and South line through center of Section 15, 269.8 feet; thence South 89° 50' 30" West 20.0 feet; thence on a 171.0 foot radius curve left (the long chord of which bears North 40° 40' 30" West) 241.8 feet to the center of Portland-Dayton road on the Northerly line of said property; thence Easterly along said center and Northerly line 198.8 feet, more or less, to the Place of Beginning.

Parcel 2:

Beginning at a point South 7° 06' West 750 feet from the Northeast corner of that certain 40 acre tract of land conveyed by William Bell and wife to Joseph R. Whitney and Zella W. Whitney his wife by deed dated May 29, 1920, and recorded in Book 81, Page 105, of the Deed Records of Yamhill County, Oregon; thence South 4° 28' West along East line of said 40 acre Tract 774.7 feet to the Southeast corner of said tract; thence South 80° 45' West along South line of said tract 37.1 feet; thence North 7° 06' East 784.3 feet to the Point of Beginning.

EXCEPTING FROM the above described tracts that portion thereof conveyed to Wayne L. Baron and Catherine A. Baron by deed recorded September 13, 1973 in Film Volume 96, page 833, Yamhill County deed records.

TRACT 3: [3215-1100]

A tract of land in Section 15, Township 3 South, Range 2 West of THE WILLAMETTE MERIDIAN in Yamhill County, Oregon, described as follows:

Beginning at a point that is South 5 chains and South 12° 15' West 759.3 feet from the Northeast corner of the SEBASTIAN BRUTSCHER CLAIM, said point being at the Southwest corner of that certain tract of land conveyed to Sprecher by deed recorded in Book 144, Page 444, Yamhill County deed records; thence South 12° 15' West 681 feet to the Southwest corner of that certain six acre tract of land conveyed to Whitney by deed recorded in Book 81, Page 105, Yamhill County deed records; thence East 5.22 chains to the Southeast corner of the six acre tract; thence South 4 chains to the Southwest corner of the 40 acre tract described in said Whitney deed; thence Northeasterly along the South line of said Whitney 40 acre tract, 438.2 feet; thence North 06° 43' 30" East 879.0 feet to the Easterly prolongation of the South line of said Sprecher tract; thence West 737 feet to the Point of Beginning.

Including a roadway easement described in Film Volume 91, Page 2351, Yamhill County Deed and Mortgage Records, being the South 30 feet of the aforesaid Whitney 40 acre tract, said roadway easement extending Easterly from the herein described tract of land to the County Road No. 873.

SAVE AND EXCEPT that portion conveyed to James D. Schwartz and Nancy L. Portwood by deed recorded September 3, 1982 in Film Volume 171, Page 1738, Deed and Mortgage Records.

TRACT 4: [3215-1101]

A tract of land in Section 15, Township 3 South, Range 2 West of THE WILLAMETTE MERIDIAN, Yamhill County, being described as follows:

Beginning at a point on the South line of that certain 40 acre tract of Land conveyed to Whitney by deed recorded in Book 81, Page 105, Yamhill County deed records, that is North 81 degrees 37' East, 438.2 feet from the Southwest corner of said 40 acre tract; thence North 81 degrees 37' East along said South line, 537.9 feet to an iron pipe; thence North 06 degrees 43' 30" East, 799.5 feet to fence corner; thence North 89 degrees 56' West, 522.8 feet to an iron rod; thence South 06 degrees 43' 30" West, 879.0 feet to the Point of Beginning.

TRACT 5: [3216DA-100]

That portion of the following described property lying East of the 60 foot roadway as described in deed to Yamhill County, Oregon, recorded May 17, 1965 in Film Volume 45, Page 394.

Part of the SEBASTIAN BRUTSCHER DONATION LAND CLAIM #51 in Township 3 South, Range 2 West of THE WILLAMETTE MERIDIAN in Yamhill County, Oregon, described as follows:

Beginning at a point 1541 feet South 89 deg. 57 min East and South 774.4 feet from the Southwest corner of the BENJAMIN HEATER DONATION LAND CLAIM #50 in said Township and Range, said point being also the Southeast corner of Lot 2 of County Survey #2795 and in the center of West Side Pacific Highway; thence North 65 deg. 30 min. East along the center of said highway 276.5 feet; thence North 67 deg. 36 min. East along the center of said highway, 50.3 feet; thence North 71 deg. 11 min. East along the center of said highway, 85.7 feet to the Southeast corner of tract contracted to Robert F. Rittenhouse and Ruby W. Rittenhouse, husband and wife by instrument recorded April 29, 1963 in Book 169, Page 557, deed records; thence South 00 deg. 36 min. East, 1071.8 feet to angle corner of tract conveyed to Milton H. Daniel and Ester S. Daniel by deed recorded August 20, 1951 in Book 162, Page 551, deed records; thence South 89 deg. 07 min. West along the North line of said Daniel tract, 484.3 feet to the Southeast corner of Lot 3 of C.S. #2795; thence North along the East line of said Lot 3 of C.S. #2795, 874.6 feet, more or less to the center of said West Side Pacific highway; thence North 65 deg. 30 min. East along the center said highway, 104.4 feet to the Place of Beginning.

EXCEPT that portion conveyed to State of Oregon by and through its state highway commission by deed recorded April 8, 1935 in Book 110, Page 221, Deed Records of Yamhill County, Oregon.

ALSO EXCEPTING that portion conveyed to State of Oregon by and through its state highway commission by deed recorded October 18, 1962 in Film Volume 26, Page 222, Deed and Mortgage Records of Yamhill County, Oregon.

AND FURTHER EXCEPTING therefrom the following:

Beginning at a point 484.3 feet North 89 deg. 12 min. East form the Southeast corner of KLIMEK HOMES SUBDIVISION, Township 3 South, Range 2 West of THE WILLAMETTE MERIDIAN, said point being on the North line of a tract described in deed Volume 162, Page 551; thence North 00 deg. 31 min. West 150 feet along the West line of a tract described in Book 169, Page 557 deed records; thence Westerly 242.15 feet to a point 160 feet North 00 deg. 31 min. West of the South line; thence South 00 deg. 31 min. East 160 feet to the North line of that tract described in deed recorded in Book 162, Page 551; thence North 89 deg. 12 min. East 242.15 feet to the Place of Beginning.

TRACT 6: [3216DA-300]

That portion of the following described property lying West of the 60 foot roadway as described in deed to Yamhill County, recorded May 17, 1965, in file Volume 45, Page 394:

Part of the SEBASTIAN BRUTSCHER DONATION LAND CLAIM #51 in Township 3 South, Range 2 West of THE WILLAMETTE MERIDIAN in Yamhill County, Oregon, described as follows:

Beginning at a point 1541 feet South 89°57' East and South 774.4 feet from the Southwest corner of the BENJAMIN HEATER DONATION LAND CLAIM #50 in said Township and Range, said point being also the Southeast corner of Lot 2 of County Survey #2795 and in the center of West Side Pacific Highway; thence North 65°30' East along the center of said highway 276.5 feet; thence North 67°36' East along the center of said highway, 50.3 feet; thence North 71°11' East along the center of said highway, 85.7 feet to the Southeast corner of tract contracted to Robert F. Rittenhouse and Ruby W. Rittenhouse, husband and wife, by instrument recorded April 29, 1953 in Book 169, Page 557, deed records; thence South 00°36' East, 1071.8 feet to angle corner of tract conveyed to Milton H. Daniel and Esther S. Daniel by deed recorded August 20, 1951, in Book 162, Page 551, deed records; thence South 89°07' West

along the North line of said Daniel tract, 484.3 feet to the Southeast corner of Lot 3 of C.S. #2795; thence North along the East line of said Lot 3 of C.S. #2795, 874.6 feet, more or less, to the center of said West side Pacific Highway; thence North 65°30' East along the center of said highway, 104.4 feet to the Place of Beginning.

EXCEPT that portion conveyed to State of Oregon by and through its State Highway Commission by deed recorded April 8, 1935, in Book 110, Page 221, Deed Records of Yamhill County, Oregon.

ALSO EXCEPTING that portion conveyed to State of Oregon by and through its state highway commission by deed recorded October 18, 1962, in Film Volume 26, Page 222, Deed and Mortgage Records of Yamhill County, Oregon.

TRACT 7:

Parcel 1: [3215-1102]

A tract of land in Section 15, Township 3 South, Range 2 West of THE WILLAMETTE MERIDIAN in Yamhill County, Oregon, said tract of land being more particularly described as follows:

Beginning at a point on the East line of that tract of land conveyed to Jaime J. Lim by deed recorded March 31, 1980 in Film Volume 149, Page 1057, said point being South 12°15' West, 331.00 feet from the Southwest corner of that tract of land conveyed to Darrell L. Wells, et ux, by deed recorded September 15, 1966 in Film Volume 55, Page 279, Deed and Mortgage Records, Yamhill County, Oregon; thence East 189.55 feet; thence South 20°14'55" East, 628.16 feet to the South line of Parcel 1 as described in deed recorded November 16, 1973 in Film Volume 97, Page 898, Deed and Mortgage Records, Yamhill County, Oregon; thence South 81°37' West along said South line in said Parcel 1 and the extension thereof, 490.26 feet; thence North 00°41' East, 318.81 feet; thence North 12°15' East 350.00 feet to the Point of Beginning.

TOGETHER WITH a non-exclusive roadway easement described in Film Volume 91, Page 2351, Deed and Mortgage Records, Yamhill County, Oregon, being the South 30 feet of the whitney 40 acre tract referenced in said Film Volume 91, Page 2351, said roadway easement extending Easterly from the herein described tract of land to the County Road No. 873.

Parcel 2: [3216-1908]

A portion of that of land as conveyed to Norbert L. and Bilita K. Hemshorn in Film Volume 217, Page 2289, Deed and Mortgage Records, Yamhill County, Oregon and more particularly described as follows:

Beginning at an iron pipe at the Southeast of said Hemshorn Tract said iron pipe also being the Southeast corner of the North Half of the SEBASTIAN BRUTSCHER DONATION LAND CLAIM No. 51 in Section 15, Township 3 South, Range 2 West in THE WILLAMETTE MERIDIAN in Yamhill County, Oregon and running thence North 00°07'40" East line of said HEMSHORN TRACT 430.68 feet to the most Easterly Northeast corner thereof thence South 81°50'35" West 351.97 feet to re-entrant corner on the North line of said Hemshorn Tract; thence North 00°48'40" East 318.81 feet to the most Northerly Northeast corner of said Hemshorn Tract; thence North 89°11'40" West along the North line of said Hemshorn Tract 112.25 feet to an iron rod; thence South 00°07'40" West 701.10 feet to an iron rod on the South line of said Hemshorn Tract; thence end along the South line of said HEMSHORN TRACT 456.75 feet to the Point of Beginning.

TRACT 8: [3216-1903]

Being a part of the North Half of the Donation Land Claim of SEBASTIAN BRUTSCHER and mary Brutscher, his wife, Notification No. 1470, Claim No. 51 in Township 3 South, Range 2 West of THE WILLAMETTE MERIDIAN in Yamhill County, Oregon, said part being more particularly described as

follows:

Beginning at a point on the South line of the North Half of the SEBASTIAN BRUTSCHER DONATION LAND CLAIM No. 51, said point being 3924.61 feet East of the Southwest corner of the North Half of said Donation Land Claim; thence continuing East following the South boundary of the North Half of said Donation Land Claim, 1162.52 feet to an iron rod; thence North 0° 53' 59" East, 701.14 feet to an iron rod on the North line of that tract of Land conveyed to Norbert L. and Bilita K. Hemshorn in Film Volume 217, Page 2289, Yamhill County, Oregon deed records, thence continuing on the North line of said HEMSHORN TRACT, North 88° 24' 8" West, 729.10 feet to point marked with an iron pipe; thence North 0° 25' East, 136.49 feet to a point marked with an iron pipe, said point being on the Easterly extension of the South line of the KLIMEK HOMES SUBDIVISION; thence West along the Easterly extension of the South line of the KLIMEK HOMES SUBDIVISION 605.54 feet; thence South 26° 04' 02" East, 469.41 feet; thence South, 422.00 feet to the Point of Beginning.

Map No.: R3215 00600, R3215 00700, R3215 01000, R3215 01100, R3215 01101, R3216DA 00100, R3216DA 00300, R3215 01102, R3216 01908 and R3216 01903
Tax Account No.: 27919, 27928, 27955, 27991, 28017, 32627, 32645, 421403, 466864 and 634630

EXHIBIT "B"
(Vesting)

Jaime Lim as to Tract 1, Parcel 1
Lim Family LLC, an Oregon limited liability company, as to Tract 1, Parcel 2 ;

Ronald Knox and Linda Knox, as tenants by the entirety, as to Tract 2;

AAC Holdings LLC, an Oregon limited liability company, as to Tract 3;

Robert Thomas Foster, as to Tract 4;

John J. Trunk and Marita Y. Trunk, Trustees, or their successors in trust, of the Trunk Family Trust dated September 29, 2025, as to Tract 5;

John Read and Ericka Read, as tenants by the entirety, as Tract 6;

Ingram Properties LLC, an Oregon limited liability company, as to Tract 7, Parcel 1,
Garren L. Ingram and Barbara L. Ingram, as tenants by the entirety, as to Tract 7,Parcel 2;

Providence Health System, as to Tract 8

EXHIBIT "C"
(Liens and Encumbrances)

1. Taxes for the fiscal year 2026-2027 a lien due, but not yet payable

THE FOLLOWING EXCEPTIONS AFFECTS TRACT 1:

2. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
(Affects Parcel 2 of Tract 1)

3. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.

4. Easement, including terms and provisions contained therein:
Recording Information: June 24, 1963 as Film Volume 31, Page 19, Deed and Mortgage Records.
For: Anchor Permit

5. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission recorded October 7, 1963, in Suit No. 23412 Deed of Records, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.

6. Unrecorded leases or periodic tenancies, if any.

NOTE: Taxes for the year 2025-2026 PAID IN FULL
Tax Amount: $11.83
Map No.: R3215 00600
Property ID: 27919
Tax Code No.: 29.2
(Affects Tract 1, Parcel 1)

NOTE: Taxes for the year 2025-2026 PAID IN FULL
Tax Amount: $2,161.61
Map No.: R3215 00700
Property ID: 27928
Tax Code No.: 29.2
(Affects Tract 1, Parcel 2)

THE FOLLOWING EXCEPTIONS AFFECTS TRACT 2:

7. Taxes for the year 2025-2026
Tax Amount $ 3,632.76
Unpaid Balance: $ 1,682.39 , plus interest and penalties, if any
Code No.: 29.2
Map & Tax Lot No.: R3215 01000
Property ID No.: 27955

8. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.

9. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.

10. Deed of Trust and the terms and conditions thereof.

Grantor/Trustor:	Ronald Knox and Linda Knox, husband and Wife, their heirs, successors and assigns
Grantee/Beneficiary:	Wells Fargo Bank, N.A.
Trustee:	Fidelity National Title Ins Co.
Amount:	$233,998.28
Recorded:	January 19, 2012
Recording Information:	Instrument No. 201200542, Deed and Mortgage Records

11. Deed of Trust and as tenants by the entirety.

Grantor/Trustor:	Ronald Knox and Linda Knox, husband And wife
Grantee/Beneficiary:	OnPoint Community Credit Union
Trustee:	Kevin P. Moran, Attorney at Law
Amount:	$125,000.00
Recorded:	January 12, 2023
Recording Information:	Instrument No. 202300339, Deed and Mortgage Records

Note: This Deed of Trust contains Line of Credit privileges. If the current balance owing on said obligation is to be paid in full in the forthcoming transaction, confirmation should be made that the beneficiary will issue a proper request for full reconveyance.

12. Contract of Sale, including the terms and conditions thereof, as disclosed in Memorandum of Purchase Option

Vendor:	Ronald Knox and Linda Knox
Vendee:	D&SG LLC, an Arizona limited liability company
Recorded:	January 07, 2026
Recording Information:	Instrument No. 202600166, Deed and Mortgage Records

13. Unrecorded leases or periodic tenancies, if any.

THE FOLLOWING EXCEPTIONS AFFECTS TRACT 3:

14. Easement, including terms and conditions contained therein:

Granted to:	Portland General Electric Company
For:	Easement and right of way
Recorded:	July 30, 1952
Recording Information:	Book 166, Page 472, Deed Records

15. Roadway easement and maintenance agreement as disclosed in Film Volume 91, Page 2351, Deed and Mortgage Records. (Affects South 30 feet)

16. Road Maintenance Agreement and the terms and conditions thereof:
Recording Information: July 10, 1989 as Film Volume 233, Page 1841, Deed and Mortgage Records

NOTE: Taxes for the year 2025-2026 PAID IN FULL
Tax Amount: $9,748.91
Map No.: R3215 01100
Property ID: 27991
Tax Code No.: 29.2

THE FOLLOWING EXCEPTIONS AFFECTS TRACT 4:

17. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.

18. Easement, including terms and provisions contained therein:
Recording Information: July 30, 1952, Book 166, Page 472, Deed Records
In Favor of: Portland General Electric Company, a corporation of Oregon, its successors and assigns
For: electric transmission and distribution lines

19. An easement reserved in a deed, including the terms and provisions thereof;
Recorded: November 17, 1972 in Film Volume 91, Page 2351, Deed and Mortgage Records
From: Hubert Slegers and Aletta W. Slegers, husband and wife
To: Wayne L. Baron and Cathy A. Baron, husband and wife
For: Roadway

20. Easement, including terms and provisions contained therein:
Recording Information: Film Volume 101, Page 203, Deed and Mortgage Records
In Favor of: Portland General Electric Company, an Oregon corporation
For: Electric power line

21. Road Maintenance Agreement and the terms and conditions thereof:

Between: James D. Schwartz
And: Harry W. Porter and Roy A. Slack
Recording Information: July 10, 1989, Film Volume 233, Page 1841, Deed and Mortgage Records

22. Unrecorded leases or periodic tenancies, if any.

NOTE: Taxes for the year 2025-2026 PAID IN FULL
Tax Amount: $7,573.32
Map No.: R3215 01101
Property ID: 28017
Tax Code No.: 29.2

THE FOLLOWING EXCEPTIONS AFFECTS TRACT 5:

23. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.

24. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission recorded October 18, 1962 in Film Volume 26, Page 225 Deed of Records, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.

25. Unrecorded leases or periodic tenancies, if any.

NOTE: An application to Exempt Mobile Home from Registration and Titling was recorded September 1, 1989 , Film Volume 235, Page 1466, Deed and Mortgage Records of Yamhill County Official Records.

NOTE: Taxes for the year 2025-2026 PAID IN FULL

Tax Amount:	$5,556.27
Map No.:	R3216DA 00100
Property ID:	32627
Tax Code No.:	29.2

THE FOLLOWING EXCEPTIONS AFFECTS TRACT 6:

26. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.

27. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission recorded October 18, 1962 in Film Volume 26, Page 222 Deed of Records, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.

28. An easement reserved in a deed, including the terms and provisions thereof;

Recorded:	March 11, 1977
Recording Information:	Film Volume 118, Page 1357
From:	George D. Bond
To:	Christian K. Rubens and Helen T. Rubens

29. Water Service Agreement and the terms and conditions thereof:

Between:	Christian K. Rubens and Helen T. Rubens
And:	City of Newberg
Recording Information:	July 17, 1991 in Film Volume 257, Page 139, Deed and Mortgage Records

30. Deed of Trust and as tenants by the entirety.

Grantor/Trustor:	John Read and Ericka Read, as tenants by the entirety
Grantee/Beneficiary:	Mortgage Electronic Registration Systems, Inc., MERS solely as a nominee for Keybank National Association., its successors and assigns
Trustee:	Chicago Title Insurance Company of Oregon, An Oregon Corporation
Amount:	$631, 500.00
Recorded:	May 13, 2026
Recording Information:	Instrument No. 202604407, Deed and Mortgage Records

31. Unrecorded leases or periodic tenancies, if any.

NOTE: Taxes for the year 2025-2026 PAID IN FULL

Tax Amount:	$6,715.41
Map No.:	R3216DA 00300
Property ID:	32645
Tax Code No.:	29.2

THE FOLLOWING EXCEPTIONS AFFECTS TRACT 7:

32. Potential additional tax liability in the amount of $23,441.66 (Account 466864) (Affects Parcel 2)

33. The assessment roll and the tax roll disclose that the premises herein described were specially assessed as Forest Land pursuant to O.R.S. 321.358 to 321.372. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five (5) or lesser number of years in which the land was subject to the special land assessment.
(Affects Parcel 1)

34. Easement, including terms and provisions contained therein:

Recording Information:	July 30, 1952, Book 166, Page 472, Deed Records
In Favor of:	Portland General Electric Company, a corporation of Oregon, its successors and assigns
For:	electric transmission and distribution lines

35. An easement reserved in a Contract for deed, including the terms and provisions thereof;

Recorded:	November 17, 1972
Recording Information:	November 17, 1972 in Film Volume 91, Page 2351, Deed and Mortgage Records
From:	Hubert Slegers and Aletta W. Slegers, husband and wife
To:	Wayne L. Baron and Cathy A. Baron, husband and wife
For:	Roadway

36. An easement reserved in a deed, including the terms and provisions thereof;

Recorded:	November 16, 1973
Recording Information:	November 16, 1973 in Film Volume 97, Page 898, Deed and Mortgage Records
From:	Hubert Slegers and Aletta Slegers, husband and wife
To:	Wayne L. Baron and Catherine A. Baron, husband and wife
For:	Roadway

37. An easement reserved in a deed, including the terms and provisions thereof;

Recorded:	March 04, 1980
Recording Information:	Film Volume 148, Page 1481, Deed and Mortgage Records
From:	Hubert Slegers and Aletta W. Slegers
To:	Harry W Porter and Stella J. Porter

38. Affidavit of Lot Line Adjustment Agreement and the terms and conditions thereof:

Between:	Harry W. Porter and Stella J. Porter
And:	Yamhill County, by and through its Department of Planning
Recording Information:	May 12, 1982, Film Volume 169, Page 1326, Deed and Mortgage Records

39. Road Maintenance Agreement and the terms and conditions thereof:

Between:	James D. Schwartz
And:	Harry W. Porter
And:	Roy A. Slack
Recording Information:	July 10, 1989, Film Volume 233, Page 1841, Deed and Mortgage Records

40. Contract of Sale, including the terms and conditions thereof, as disclosed in Memorandum of Contract

Vendor:	Garren L. Ingram and Barbara L. Ingram, husband and wife and Ingram Properties, LLC
Vendee:	DTI Properties, LLC
Recorded:	June 09, 2023
Recording Information:	Instrument No. 202304993, Deed and Mortgage Records and re-recorded September 08, 2023, Instrument No. 202308341, Deed and Mortgage Records

NOTE: Taxes for the year 2025-2026 PAID IN FULL

Tax Amount:	$4,489.46
Map No.:	R3215 01102
Property ID:	421403
Tax Code No.:	29.2

(Affects Tract 7, Parcel 1)

NOTE: Taxes for the year 2025-2026 PAID IN FULL

Tax Amount:	$3,539.25
Map No.:	R3216 01908
Property ID:	466864
Tax Code No.:	29.2

(Affects Tract 7, Parcel 2)

THE FOLLOWING EXCEPTIONS AFFECTS TRACT 8:

41. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.

42. Easement, including terms and conditions contained therein:

Granted to:	Portland General Electric Company, a corporation of Oregon, its successors and assigns
For:	Right-of-way
Recorded:	July 30, 1952
Recording Information:	Book 166, Page 472, Deed Records

(Exact Location Unknown)

43. An easement reserved in a deed, including the terms and provisions thereof;

Recorded:	August 25, 1978
Recording Information:	Film Volume 132, Page 373, Deed and Mortgage Records
From:	Hubert Slegers and Aletta Slegers, husband and wife
To:	Mary Moe
For:	Roadway
Affects:	

44. Easement, including terms and conditions contained therein:

Granted to:	City of Newberg, a municipal corporation
For:	Public Utilities
Recorded:	November 06, 2006
Recording Information:	Instrument No. 200625510, Deed and Mortgage Records

45. Memorandum of Option Agreement and the terms and conditions thereof:

Between:	Providence Health System
And:	Greens at Springbrook LLC
Recording Information:	June 22, 2007, Instrument No. 200713661, Deed and Mortgage Records

46. First Amended Easement Agreement including the terms and provisions thereof:

Dated:	April 27, 2011
Recorded:	April 29, 2011, Instrument No. 201105554, Deed and Mortgage Records
Executed by:	Providence Health System-Oregon and Chehalem Park and Recreation District

47. Unrecorded Memorandum of Understanding dated December 15, 2006, executed by and between Providence Health System-Oregon and Chehalem Park and Recreation District, as disclosed by First Amended Easement Agreement recorded April 29, 2011, Instrument No. 201105554, Deed and Mortgage Records.

48. The subject land does not appear to abut a public road nor to be served by any right-of-way easement for access in favor of the vested owner, Providence Health System. It is noted that land shown as Parcel 1 on attached Exhibit A is adjacent to the subject land and appears to be held of record by the same Fee Simple owner. Said adjacent land would provide legal access so long as the subject land and the adjacent land are held in common ownership. No right of legal access to the subject land is insured when the subject land and the land described as Parcel 1 on attached Exhibit A are not owned by the same Fee Simple owner.

NOTE: Taxes for the year 2025-2026 PAID IN FULL

Tax Amount:	$2,444.52
Map No.:	R3216 01903
Property ID:	634630
Tax Code No.:	29.2

NOTE: This Public Record Report-Subdivision does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the Office of the County Clerk covering Crops on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and block.

NOTE: This Public Record Report-Subdivision does not include a search for Financing Statements filed in the Office of the Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a Financing Statement is filed in the Office of the County Clerk covering Timber on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system or by recorded lot and block.

NOTE: We find no outstanding voluntary liens of record affecting subject property. An inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest in the subject property.

DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
   (a) "Customer": The person or persons named or shown as the addressee of this report.
   (b) "Effective Date": The effective date stated in this report.
   (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
   (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.

2. **Liability of the Company.**
   (a) THIS REPORT IS NOT AN INSURED PRODUCT OR SERVICE OR A REPRESENTATION OF THE CONDITION OF TITLE TO REAL PROPERTY. IT IS NOT AN ABSTRACT, LEGAL OPINION, OPINION OF TITLE, TITLE INSURANCE COMMITMENT OR PRELIMINARY REPORT, OR ANY FORM OF TITLE INSURANCE OR GUARANTY. THIS REPORT IS ISSUED EXCLUSIVELY FOR THE BENEFIT OF THE APPLICANT THEREFOR, AND MAY NOT BE USED OR RELIED UPON BY ANY OTHER PERSON. THIS REPORT MAY NOT BE REPRODUCED IN ANY MANNER WITHOUT FIRST AMERICAN'S PRIOR WRITTEN CONSENT. FIRST AMERICAN DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION HEREIN IS COMPLETE OR FREE FROM ERROR, AND THE INFORMATION HEREIN IS PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, AS-IS, AND WITH ALL FAULTS. AS A MATERIAL PART OF THE CONSIDERATION GIVEN IN EXCHANGE FOR THE ISSUANCE OF THIS REPORT, RECIPIENT AGREES THAT FIRST AMERICAN'S SOLE LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY AN ERROR OR OMISSION DUE TO INACCURATE INFORMATION OR NEGLIGENCE IN PREPARING THIS REPORT SHALL BE LIMITED TO THE FEE CHARGED FOR THE REPORT. RECIPIENT ACCEPTS THIS REPORT WITH THIS LIMITATION AND AGREES THAT FIRST AMERICAN WOULD NOT HAVE ISSUED THIS REPORT BUT FOR THE LIMITATION OF LIABILITY DESCRIBED ABOVE. FIRST AMERICAN MAKES NO REPRESENTATION OR WARRANTY AS TO THE LEGALITY OR PROPRIETY OF RECIPIENT'S USE OF THE INFORMATION HEREIN.
   (b) No costs (including, without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
   (c) In any event, the Company assumes no liability for loss or damage by reason of the following:

      (1) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
      (2) Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
      (3) Easements, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
      (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
      (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (iii) water rights or claims or title to water.
      (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
      (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment on the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
      (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
      (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.

3. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.

First American Title Insurance Company
775 NE Evans Street
McMinnville, OR 97128

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

REQUEST FOR COUNCIL ACTION

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐	
Subject: Resolution No. 2026-4023 SB 1537 UGB "One-Time" Expansion Solicitation	Staff: James Dingwall Department: Community Development
Business Session	Order On Agenda: Continued Business
Hearing Type: Legislative ☐ Quasi-Judicial ☐ Administrative ☐ Not Applicable ☒	

Date Action Requested: May 4, 2026

Is this item state mandated? Yes ☐ No ☒

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

Recommendation: Approve Resolution No. 2026-4023 directing staff to conduct public notice for a formal solicitation for SB 1537 "one-time" Urban Growth Boundary (UGB) expansion sites and establishing associated fees. Provide direction on the solicitation.

Executive Summary: On October 6, 2025 the City Council directed staff to conduct a formal solicitation for the SB 1537 (2024) "One-time" UGB expansion. In preparation to issue the solicitation, staff identified potential eligibility issues regarding the City's demonstration of need for land, based on the Department of Land Conservation and Development's (DLCD) prior interpretation of "developed land" in UGB expansions for residential purposes in the last 20 years. On January 30, 2026, as requested by Director Siegel and staff from other jurisdictions, DLCD issued an updated interpretation that rural residential lands brought inside the UGB in the last 20 years (even if not developed further) will be considered developed for purposes of the one-time UGB expansion allowed under SB 1537, clarifying and replacing conflicting interpretations the agency had provided previously. More than 75 percent of previous UGB expansions since 2006 are either zoned with Rural Residential Yamhill County Zoning classifications or are developed (see Exhibit A), qualifying Newberg for the demonstration of need for land.

The "one-time" UGB amendment process was also updated in the 2026 legislative session through HB 4035 (2026). The legislation increased the maximum UGB expansion size from 100 acres to 150 acres and clarified that the 150 acres is of "net buildable acres", which was to account for other expansion area requirements such as recreation or commercial uses, in addition to the residential development.

SB 1537 (2024) provides minimum requirements for the City's solicitation of site applications. (Cities also have flexibility to add proposal submission requirements to those described below.). Before a city may select a site for inclusion in the UGB, it must provide public notice that includes:

- the city's intention to select a site for inclusion within the UGB;

- each basis under which the city has determined that it qualifies to include a site under SB 1537; and
- a deadline for submission of applications under SB 1537 that is at least 45 days following the date of the notice.

A copy of the notice will also be sent to Yamhill County, each special district providing urban services within the City's UGB, and the Department of Land Conservation and Development.

SB 1537 requires that following the deadline for submission applications, the City shall review the applications filed for compliance with the bill (and now HB 4035, as well), that any completed application in compliance provided notice to any residents of the proposed site area who were not signatories to the application, and provide opportunities for public participation in selecting a site. The process for public participation is required to include at least the following:

- a public comment period;
- one meeting of the city's planning commission or city council at which public testimony is considered, or one open house; and
- notice on the city's website or published in a paper of record at least 14 days before the public meetings or open house; and
- consult with, request information from, and provide the opportunity for written comment from the owners of the site, county, any special districts providing urban services to the site, and any public or private utilities serving the site.

Beyond these requirements, the City may include additional review processes or proposal requirements in the solicitation and selection process.

Land Swap Alternative

On July 7, 2025, City Council also received a presentation on the potential de-annexation of property in southwest Newberg and utilizing a separate provision in SB 1537 (2024) that would allow a "land swap" of UGB area. If Council intends to use SB 1537 procedures, it must choose between the "one-time" UGB expansion and "land-swap" as the bill only allows the City to utilize one UGB expansion pathway. The City is not required to select a site submitted for the "one-time" UGB expansion and may re-issue a solicitation at a later date if no sites are selected that meet the Council's goals. The one-time procedures expire in 2033, though the City's eligibility may end sooner as discussed below.

SB 1537 Process

Senate Bill 48 (2025) provided some clarifications to SB 1537 (2024), including that cities are vested in their eligibility to use the provisions of SB 1537 (2024) on the date they provide public notice of a solicitation under the bill. If City Council did not select a site and chose to issue a new solicitation the City would have to reestablish its eligibility as of the date of the new solicitation. Staff have determined that based on the timing of previous UGB expansions for residential use in Newberg, the City is eligible until early 2027.

Staff recommend the following solicitation process, with the schedule for Step 2 to be refined following Site Selection:

	SB 1537 (2024) Solicitation Step	Tentative Timing
Step 1	Public Notice	June 1, 2026
	Solicitation Applications Due	July 31, 2026
	City Review of Submitted Applications *(completeness and compliance)*	August 2026
	Site Selection	September – October 2026
	Public Comment Period	September 2026
	City Council Work Session	September 2026
	City Council Public Hearing *(site selection by resolution)*	October 2026
	Applicant required to apply for Comp Plan & UGB Amendment within 1 year. Consider requiring an annexation agreement.	
Step 2	Concept Plan Refinement Open House City Council Work Session	Fall/Winter 2026
	Concept Plan Adoption *(fees due after site selection)* *(Comprehensive Plan Amendment, UGB Amendment – with NUAMC)*	Winter 2026/ Spring 2027
	DLCD Approval	*Within 21 days of adoption*

Applications will be required to include (see the draft application requirements in Exhibit B):

- **Site eligibility** – demonstrating how the site meets the SB 1537 (2024) eligibility requirements.
- **Application requirements** – must be completed for each property owner or group of property owners proposing a UGB amendment, include a written narrative demonstrating how the proposal meets the requirements, conceptual level maps or diagrams, specification of the lots or parcels

subject to the application, and owner authorization forms with each owner's signed consent to annexation of the properties if the site is added to the UGB.

- **Conceptual Plan** – For proposed sites larger than 15 net acres, a concept plan is required that includes information on land use (including residential units and the general location of proposed zoning designations, areas to be used for recreation, open space, or public uses, and any commercial areas), a transportation network, compliance with Statewide Land Use Planning Goals, provision of urban services (SB 48 (2025) clarified the assurances required to demonstrate serviceability), and housing affordability.
    - For smaller additions of less than 15 net acres, a conceptual plan is not required to be adopted into the Comprehensive Plan if the city has entered into enforceable and recordable agreements with each landowner to ensure the site will comply with the SB 1537 (2024) housing affordability requirements. A binding agreement to ensure the site will be served with all necessary urban services is also required.

Fiscal Impact: Staff time will be required to facilitate the solicitation and review of site applications. If a site is selected, staff time will be required to review a concept plan, if required, and process the UGB expansion application. These costs will be mitigated by requiring the successful proposer to bear the full cost of preparing and implementing their concept plan and any land use applications that may be required.

Staff time will be required for the concept plan refinement and adoption processes, including necessary Comprehensive Plan text and maps amendments for any site larger than 15 acres. Therefore, staff proposes identifying a "SB 1537" fee in the resolution adopted to select a site based on the existing land use planning fees due prior to beginning the concept plan refinement. The fee would be broken into a portion for the refinement process and portion for the adoption process. If an applicant did not submit applications for the Comprehensive Plan and UGB amendment, only the adoption portion would be refunded.

Staff proposes the following fees associated with the SB 1537 review:

- Site submittal: $214 (established Miscellaneous Type I fee)

- Selected site refinement: $5,275 (based on Urban Grown Boundary Amendment fee, not refundable)
- Selected site adoption: $3,311 (based on Comprehensive Plan Text amendment fee, refundable if site withdraws or does not submit application materials within one year of selection)

When the site is annexed following the SB 1537 (2024) process, the City's established annexation land use planning fees would apply. In 2025, this fee is $3,010 plus $286 per acre.

Council Goals: This item relates to:

Goal 4. Implement a careful and prudent fiscal policy.

Objective 3. Ensure that the city has a long-term financial plan that supports its goals and objectives.

Continuous Goal E. Further strategic planning and growth with local taxing districts.

Attachments:

- Resolution No. 2026-4023
- Exhibit A. SB 1537 - City of Newberg Demonstration of Need
- Exhibit B. Draft SB 1537 Solicitation Application

Resolution No. 2026-4023

A RESOLUTION DIRECTING STAFF TO ISSUE A FORMAL SOLICITATION FOR THE SB 1537 (2024) "ONE-TIME" URBAN GROWTH BOUNDARY AMENDMENT PROCESS

Recitals:

1. Whereas Oregon Senate Bill 1537 (2024), Oregon Senate Bill 48 (2025), and Oregon House Bill 4035 (2026) provide for a one-time site addition to an urban growth boundary for residential purposes for cities outside of the Portland Metropolitan Service District.

2. Whereas Oregon Senate Bill 48 (2025) provides that the evaluation of the demonstrations of need required under Section 52, chapter 110, Oregon Laws 2024 must be based on the evidence, data, and factors as of the time a public notice is issued under Section 53(1), chapter 110, Oregon Laws 2024.

3. Whereas the City of Newberg meets a need for additional land under Section 52(1)(b)(A), chapter 110, Oregon Laws 2024 based on the factor that within urban growth boundary expansion areas for residential use adopted by the City over the previous 20 years, 93 percent (greater than 75 percent) of the lands are developed with incorporated urban or unincorporated rural residential development and zoning designations (Exhibit A).

4. Whereas the Department of Land Conservation and Development has determined that rural residential lands brought inside the Urban Growth Boundary in the last 20 years, even if not developed further, are considered developed for purposes of the one-time Urban Growth Boundary expansions allowed under Oregon Senate Bill 1537 (2024).

5. Whereas the City of Newberg demonstrates a need for affordable housing under Section 52(2)(b), chapter 110, Oregon Laws 2024 based on the factors that 31.8 (greater than 25 percent of households) in the City are severely rent burdened as indicated in 2024 American Community Survey Five-Year Estimate Data published by the United States Census Bureau (Exhibit A).

The City of Newberg Resolves as Follows:

1. The Community Development Director shall provide public notice of the City's intention to select a site for inclusion within the City's Urban Growth Boundary and issue a formal solicitation under Section 53, chapter 110, Oregon Laws 2024.

2. Establishing submittal fee for a solicitation application of $214 plus the technology fee established in Resolution No. 2016-3268.

3. Establishing a "SB 1537 Amendment" fee to be comprised of a "site refinement" fee of $5,275 and an "adoption" fee of $3,311 due at the time of a site selection resolution plus the technology fee established in Resolution No. 2016-3268. If the selected site is withdrawn or no application for a Comprehensive Plan and Urban Growth Boundary amendment is made within one year of site selection, the "adoption" fee shall be refunded.

4. Exhibit A is hereby adopted and by this reference incorporated.

Effective Date of this resolution is the day after the adoption date, which is: May 5, 2026.
Adopted by the City Council of Newberg, Oregon, this Fourth day of May, 2026.

Rachel C. Thomas

Rachel Thomas, City Recorder

Attest by the Mayor this 4 day of May, 2026.

Bill Rosacker, Mayor

Home First
Development Partners

July 23, 2026

City of Newberg
414 E. First Street
Newberg, OR 97132

RE: Letter of Support — Veritas Crossing Urban Growth Boundary Expansion (SB 1537)

Dear Mayor and Members of the Newberg City Council:

Home First Development is an experienced developer of affordable and workforce housing across Oregon. We have built or are building more than 3,000 units in more than 20 jurisdictions, benefiting veterans, seniors, working families, and other low-income Oregonians.

The City of Newberg should be commended for recognizing the importance of providing affordable housing to people at a range of incomes within the community. We support the City's pursuit of an expedited expansion of the urban growth boundary (UGB) under SB 1537 that will also:

- Produce at least 6 housing units per net residential acre; and
- Provide at least 30% of the units as deed-restricted affordable at 80% AMI for rental and/or 130% AMI for ownership.

We have reviewed the Veritas Crossing site adjacent to the Providence Newberg Medical Center south of Highway 99W, and we believe the proposed affordable housing program is realistic and achievable based on our experience delivering similar projects across the state.

Our firm is interested in lending our experience and expertise in any capacity that would be beneficial to the City of Newberg and the development team. Please don't hesitate to reach out if there is any way we can be of support.

Sincerely,

Benjamin Pray
CEO, Home First Development
ben@hfdpartners.com
503.320.8929

UNITED HOUSING PARTNERS
212 N RODNEY ST, STE 109
HELENA, MT 59601

Tyson O'Connell, Principal
United Housing Partners LLC
212 N Rodney St, Ste 109
Helena, MT 59601

July 28, 2026

RE: Support for Veritas Crossing UGB Expansion

To Whom It May Concern,

United Housing Partners (UHP) is pleased to provide this letter in support of the City of Newberg's efforts to expand the Urban Growth Boundary (UGB) under SB 1537 to address the community's housing needs.

The City of Newberg should be commended for recognizing the importance of providing affordable housing to households across a range of income levels. Expanding housing opportunities is critical to maintaining a healthy, diverse, and economically vibrant community, and we support the City's pursuit of an expedited UGB expansion that will:

1. Produce at least six (6) housing units per net residential acre; and
2. Provide at least thirty percent (30%) of the housing units as deed-restricted affordable housing serving households at or below 80% of Area Median Income (AMI) for rental housing and/or 130% AMI for homeownership opportunities.

We have reviewed the proposed Veritas Crossing site located adjacent to Providence Newberg Medical Center south of Highway 99 and believe that the general affordable housing program contemplated for the project is feasible and aligns with the broader housing needs of the region.

United Housing Partners has extensive experience developing and preserving affordable housing communities and would be interested in further discussions regarding participation in the affordable housing component of the Veritas Crossing development. We believe the project presents a meaningful opportunity to expand access to quality housing for residents of Newberg while supporting the City's long-term housing goals.

We appreciate the City's leadership in advancing housing solutions and look forward to the continued success of this important initiative.

Sincerely,

Tyson O'Connell
Principal, United Housing Partners
Cell: 406.531.4745 | Tyson@uhousingpartners.com

Newberg Area Habitat for Humanity®

City of Newberg
414 E. 1st St.
Newberg, OR 97132

July 30, 2026

To Whom It May Concern:

On behalf of Newberg Area Habitat for Humanity, I am writing to express support for the utilization of SB 1537 legislation and an Urban Growth Boundary expansion as proposed by the Veritas Crossing project. This housing project has its sights set on establishing a significant amount of affordable housing supply that Newberg needs.

As laid out in the developer's plans, this project would:

1. Create a diverse supply of affordable housing;
2. Be accessible for multimodal transportation to other parts of the city;
3. Be located near major amenities, including medical facilities and shopping; and,
4. Integrate the long-term vision of the City of Newberg.

At Habitat, we envision a world where everyone has a decent place to live. This project is in our backyard and seems to be in line with the work that we are doing, along with other affordable housing developers in the area.

Sincerely,

Shannon Selah
Executive Director
Newberg Area Habitat for Humanity
shannon@newberghabitat.org
503-537-9938

OFFICE OF THE PRESIDENT

Dr. Katy Ho, Acting President

- PCC Sylvania Campus
- e: kho@pcc.edu
- p: 971-722-4656

July 31, 2026

To the City of Newberg SB 1537 Selection Committee and City Council:

On behalf of Portland Community College (PCC), I am writing to express our support for broader efforts to expand housing opportunities within the City of Newberg, specifically regarding the consideration of the Veritas Crossing proposal under the Senate Bill 1537 site selection process.

As our region continues to grow, access to affordable and workforce housing remains a vital component of community well-being and economic vitality. Planning for diverse housing options in close proximity to major employment hubs, healthcare providers, and educational facilities—such as the nearby PCC Newberg Center—is essential to creating connected, sustainable communities.

While Portland Community College does not take a formal position on specific site designs, development layouts, or final planning decisions, we strongly support the broader goals of increasing local housing availability and aligning residential growth with civic and educational infrastructure.

Should the Veritas Crossing project be selected to move forward under SB 1537, PCC would welcome the opportunity to participate as a community stakeholder in the City's concept plan refinement process. We look forward to offering our perspective alongside local partners to help ensure future growth serves the needs of the broader Newberg community.

Sincerely,

Dr. Katy Ho
Interim President, Portland Community College

YAMHILL COUNTY TRANSIT

11260 Durham Lane Buildling A
McMinnville, Oregon 97128
503-474-4900 or 503-538-7433
www.ycbus.org

July 30, 2026

Emme Shoup, AICP
AKS ENGINEERING & FORESTRY, LLC
12965 SW Herman Road, Suite 100
Tualatin, Oregon 97062
Re: Veritas Crossing Conceptual Plan
Provided via email: emme.shoup@aks-eng.com

Dear Emme,

Yamhill County Transit (YCT) is the transit service provider for the City of Newberg, and Yamhill County.

As we understand from reviewing the Conceptual Site Plan that was provided by your office, dated 7/22/2026, the proposed Veritas Crossing project will provide nearly 400 homes in the area of East Newberg. The proposal, located predominantly along OR 99W and NE Corral Creek Road, includes development of a variety of residential housing and a number of local roadways through the project connecting to OR 99W, Providence Dr, and NE Corral Creek Road.

YCT can confirm that the Route #44 bus currently operates both Eastbound and Westbound along OR 99W. The Route #44 bus travels past the proposed Veritas Crossing project, but there are currently no bus stops located along that length of 99W (between E Crestview Dr/Providence Dr and NE Corral Creek Rd), nor are there any crossings for pedestrians east of the signalized intersection of OR 99W at E Crestview Dr/Providence Dr.

There are, however, three stops located west of the Veritas Crossing project along OR 99W and Providence Dr:

- Westbound: along OR 99W just west of E Crestview Dr / Providence Dr: #784527
- Eastbound: The Eastbound route also includes a loop around the Providence Hospital site with two northbound stops along Providence Dr: #784328 and #784339 located at 1000 Providence Drive and just south of OR 99W, respectively. The route then proceeds eastbound onto OR 99W.

Should this project continue to move forward, an increase in the demand for transit would then provide an opportunity for YCT to explore additional stops or other transit services should funding and infrastructure be available. We would welcome an on-going dialog with you as the applicant and/or City in conjunction with YCT route planning and stop location.

Cynthia Thompson

Cynthia Thompson, Transit Manager

APPLICATION FOR A ONE-TIME SITE ADDITION TO THE CITY OF NEWBERG'S URBAN GROWTH BOUNDARY UNDER SENATE BILL 1537 (2024, AS AMENDED)

Application Requirements

I. Site Eligibility -- Section 50(1)(a)&(b)

☒ Demonstrate how the site meets the eligibility requirements of Section 50(a)&(b). Include maps and/or legal descriptions as appropriate.

II. Application Requirements -- Section 54(2)

The application must:

☒ (a) Be completed for each property owner or group of property owners that are proposing an urban growth boundary amendment under sections 49 to 59

☒ (b) Be in writing in a form and format as required by the city, including:

- Written narrative demonstrating how the proposal meets the requirements for each of the sections in this application.
- Conceptual level maps or diagrams that include the requirements outlined in section III below and the following information, as applicable:
  - Development boundary;
  - Phasing plan; *Phasing is discussed in the narrative and can be refined in coordination with urban service providers.*
  - General land uses; and
  - North arrow and scale.
- *Optional*: *Existing site conditions map (see NMC 15.220.030(B)(2) for suggested contents)*

☒ (c) Specify the lots or parcels that are the subject of the application

☒ (d) Be signed by all owners of lots or parcels included within the application.

☒ (e) Include each owner's signed consent to annexation of the properties if the site is added to the urban growth boundary.

☒ Include a concept site plan with proposed site configuration and location of residential, open space and recreation, and commercial areas, and proposed transportation network.

☒ Include current title reports (within 60 days of application) for each parcel included in the proposed site.

☒ Include a written narrative containing descriptions of residential, recreation and open space, commercial, areas, and the proposed transportation network.

III. Application Requirements -- Draft Conceptual Plan, Section 55(3)

Applications for site selection are required to submit a proposed site layout map and written narrative addressing concept plan elements, and once a site is selected a full concept plan including all SB 1537 elements will be required. ***Applicants are encouraged to provide as much information on the concept plan elements as possible to assist City Council in selecting a site.***

Section 55(3)(a)&(b) -- Land Use

- ☒ The total net number of proposed residential acres within the site, not to exceed 150 net buildable acres
- ☒ The number and approximate location of units (market rate and affordable) by:
    - Unit type (including middle housing, accessible housing and other needed housing)
    - Approximate unit sizes by square footages and bedroom count
- ☒ Proposed unit mix by unit type demonstrating a diversity of housing types and sizes, including middle housing, accessible housing and other needed housing
- ☒ Proposed net residential density (minimum six units per net residential acre)
- ☒ General location and size (acreage) of proposed zoning designations
- ☒ General location and size (acreage) of areas to be used for recreation and open space, including areas to be conveyed for public use (e.g., schools, recreational areas, parks, fire stations, and/or other public uses)
- ☒ General location and size (acreage) of proposed lands for commercial uses, either separate or as a mixed-use meeting Section 55(3)(b)(B), and a narrative of how the proposed lands for commercial use meet the requirements in Section 55(3)(b)(B) including how the lands
    - Primarily serve the immediate surrounding housing;
    - Provide goods and services at a smaller scale than provided on typical lands zoned for commercial use; and
    - Are provided at the minimum amount necessary to support and integrate viable commercial and residential uses

Section 55(3)(c) -- Transportation

- ☒ A conceptual transportation network for the site demonstrating compliance with Section 55(3)(c) including:
    - The general location of transportation facilities for transit and transit routes, vehicle, biking, and walking circulation systems
    - Sufficient connectivity to existing and planned transportation network facilities as shown in the City of Newberg Transportation System Plan

including transit routes and facilities; proposed right-of-way extensions and classifications; and connections to existing and proposed low-stress networks and key routes
- Known impacts to existing transportation network, key intersections, necessary mitigation and potential required improvements, if any

Section 55(3)(d) -- Statewide Land Use Planning Goals [only the protective measure goals that apply to Newberg's UGB are listed]

☒ Compliance with Section 55(3)(d), demonstrating that protective measures will be applied to the site consistent with the statewide land use planning goals (as applicable) for:

(A) Open spaces, scenic and historic areas or natural resources;
(B) Air, water and land resources quality;
(C) Areas subject to natural hazards;
(D) The Willamette River Greenway;

Section 55(3)(e) -- Urban Services

☒ Include sufficient information to determine adequate serviceability including:
- a conceptual plan of how the site will be served by all necessary urban services as defined in ORS 195.065, including sanitary sewer collection, domestic water, transportation, schools, and parks, consistent with the City's adopted public facility plans, transportation system plan, and applicable district plans.
- a conceptual plan for any known public facility and service impacts and proposed mitigation, including as applicable: on- and off-site improvements, construction and modernization of existing infrastructure (water, sewer, stormwater, transportation) to City standards and specifications, and impacts to existing infrastructure inside the City's current city limits.
- if there is no adopted transportation and/or street network planned on surrounding properties, a conceptual plan for the surrounding existing and future transportation network, including street and trail connections and extensions. Plan must include adjoining lands contiguous to the site, and within a minimum of 500 feet of the site.

☒ A signed acknowledgement that a binding agreement will be required prior to annexation between the city, each owner within the site and any other necessary public or private utility provider, local government or district, as defined in ORS 195.060, or combination of local governments and districts that the site will be served with all necessary urban services as defined in ORS 195.065, or an equivalent assurance.

***Section 55(3)(e)* -- Housing Affordability**

Demonstrate compliance with affordability requirements as outlined in Section 55(3)(f), including:

- ☒ Number, overall percentage, and general location of the residential units (by unit type) that are subject to affordability restrictions, including but not limited to affordable housing covenants, as described in ORS 456.270 to 456.295, for a period of not less than 60 years
- ☒ Affordability ranges for all units (affordable rental, affordable ownership, market rate, other), number of ownership and/or rental units by unit type
- ☒ Phasing plan showing relative timing of affordable housing construction related to overall site *Phasing is discussed in the narrative and can be refined in coordination with urban service providers.*
- ☒ Size, location, and description of all common areas and amenities available to affordable and market rate units
- ☒ List of potential partnerships, mechanisms, and/or proposed use of city incentives or financial tools available, if any, to meet affordability requirements
- ☒ Additional information demonstrating how required affordable units will be financially viable (i.e. proformas, examples of affordable housing developments delivered by the project team, etc.)

IV. Optional: Supplemental Information

Applicants are encouraged to provide any information in addition to the requirements in this application to demonstrate compliance with the bill. Additional, optional information may include:

- ☒ Future annexation will be required to meet the approval criteria in the Newberg Municipal Code, including NMC 15.250.030. Applicants are encouraged to include any additional information demonstrating how they will meet these criteria, as well as any additional information regarding potential modifications to uses and proposed services to the site (i.e. summary of coordination, if any, to-date with service providers, acknowledgement from service provides such as will serve letters; general location of streets and water and sewer lines on abutting vacant land and developable land and all contiguous property under common ownership, etc.)

V. Submittal Instructions

Site applications must be submitted electronically via the City's OpenGov Permit Portal by **4:30 PM PST Friday, July 31st, 2026**. For questions related to the application or submittal process please contact James Dingwall at james.dingwall@newbergoregon.gov or (971) 281-9450.

Staff Contact Information:

Scot Siegel, Community Development Director
scot.siegel@newbergoregon.gov
(503) 537-1212

James Dingwall, Associate Planner
james.dingwall@newbergoregon.gov
(971) 281-9450

City of Newberg Planning Department
planning@newbergoregon.gov
(503) 537-1240

SB 1537 UGB Expansion Update

City Council Briefing

September 21, 2026

City Council Goals

- *Goal 4. Implement a careful and prudent fiscal policy.*
  - *Objective 3. Ensure that the city has a long-term financial plan that supports its goals and objectives.*
- *Continuous Goal E. Further strategic planning and growth with local taxing districts.*

Staff Recommendation

- Receive an update on the SB 1537 “One-time” Urban Growth Boundary (UGB) expansion submissions and provide direction via a motion on whether to proceed with next steps in the SB 1537 process including required public engagement.

SB 1537 (2024) Solicitation Update

SB 1537
"One-time" UGB Expansion
Solicitation Applications

- UGB
- URA
- City Limit
- Fernwood Village
- Veritas Crossing

Coordinate System: NAD 1983 HARN State Plane Oregon North FIPS 3601 Feet Intl
Projection: Lambert Conformal Conic
Datum: North American 1983 HARN
False Easting: 8,202,099.7375
False Northing: 0.0000
Central Meridian: -120.5000
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Units: Foot

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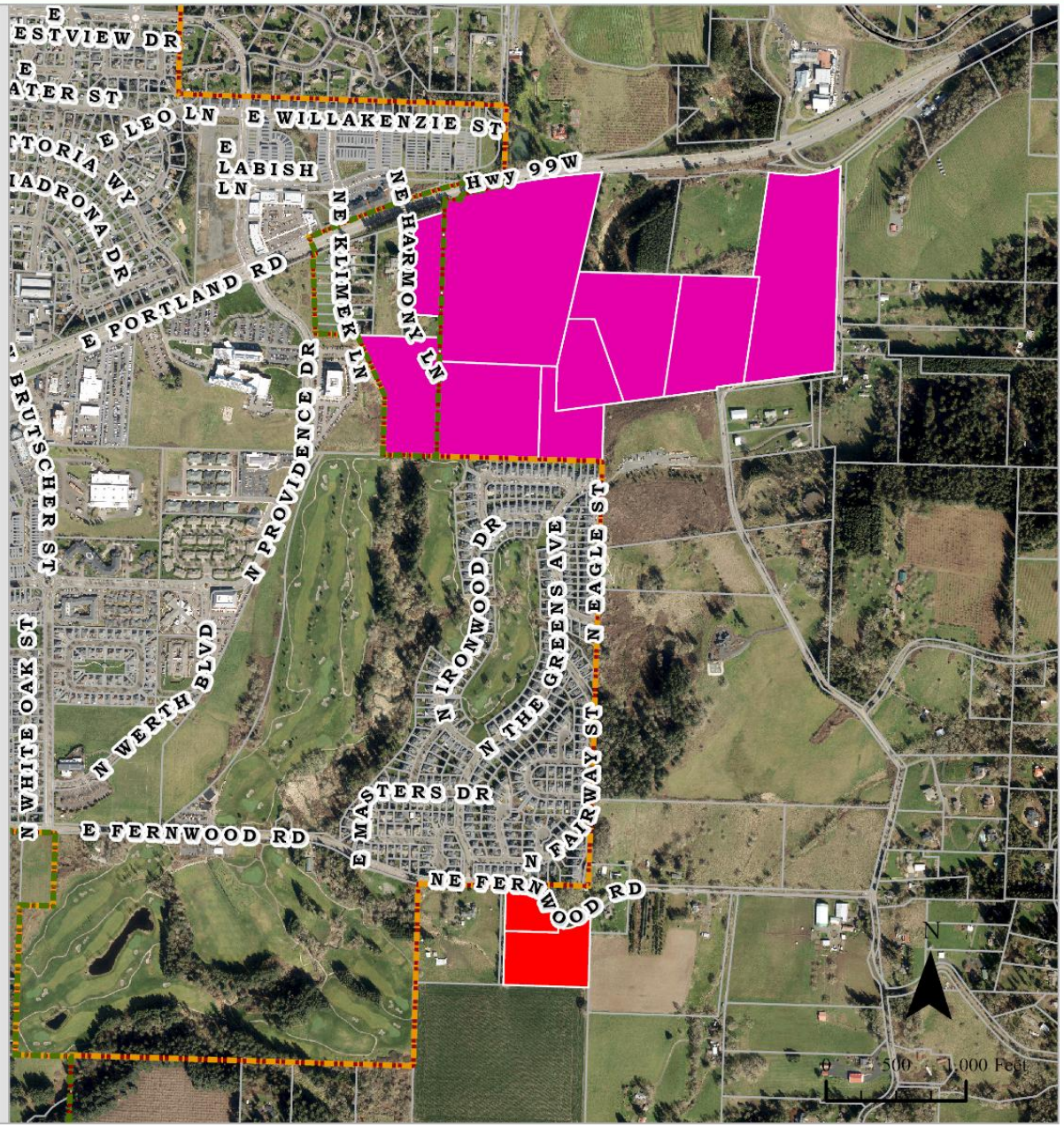
Source: City of Newberg, OR DOGAMI, ODOT
Last Updated on: August 2, 2023 by JD

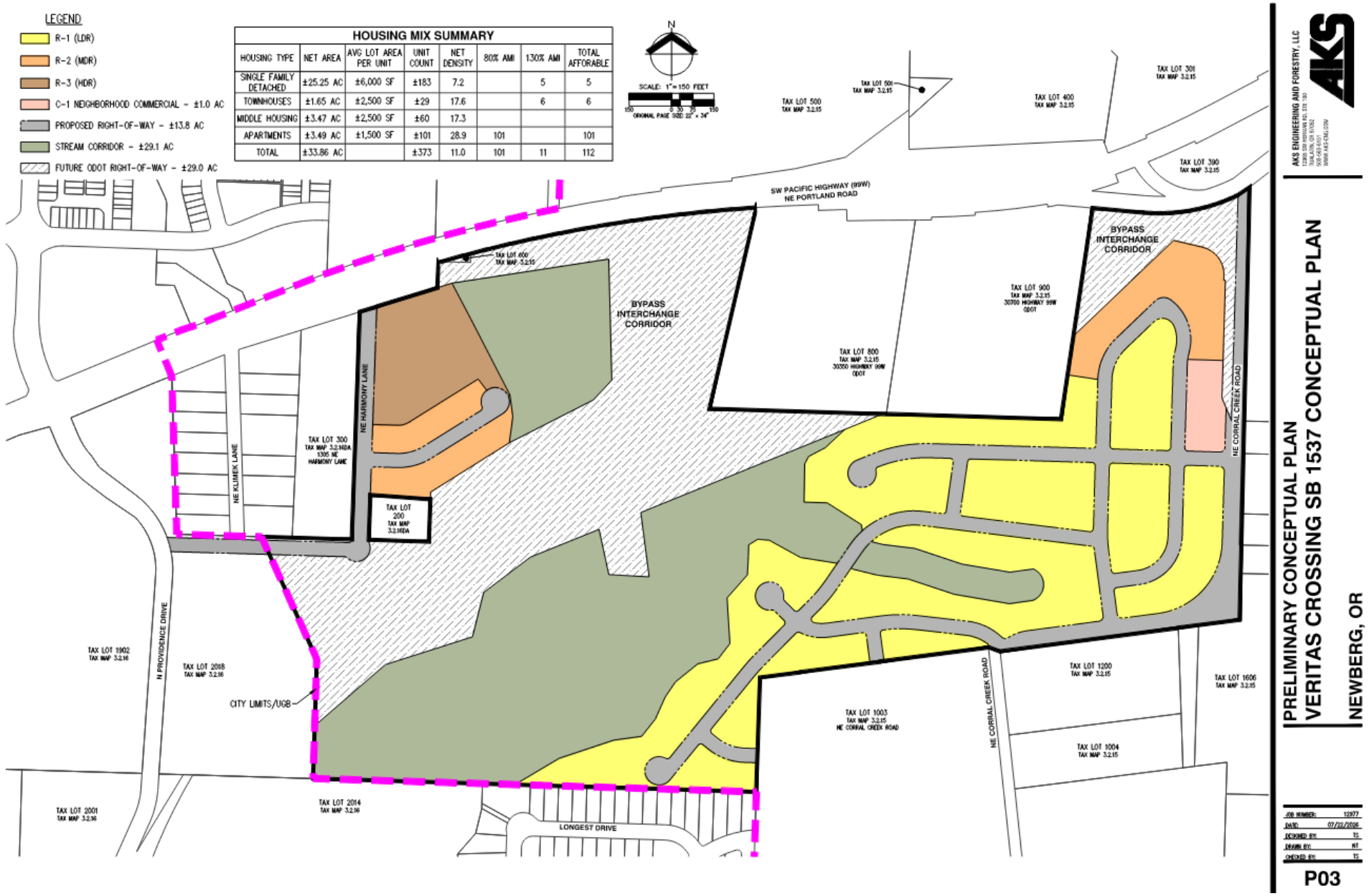


SB 1537 (2024) Solicitation Update

	UGB-26-1 Fernwood Village	UGB-26-2 Veritas Crossing
Acres	7.92	107
Proposed Units*	47	373
Proposed Affordable Units	15	112
Proposed Density	8.6 dwelling units/acre	11 dwelling units/acre
Proposed Zoning	Not included	R-1 Low Density Residential R-2 Medium Density Residential R-3 High Density Residential C-1 Neighborhood Commercial
Proposed Unit Types	Small Lot Single-Family (detached) Duplex / Triplex (attached) Cottage Homes Townhomes Apartments	Single-Unit Detached Homes Townhomes Middle Housing Apartments
Additional Site Elements	- Landscaping and open space (less than 15 acres - full concept plan not required)	- 1-acre Neighborhood Commercial - Landscaping and open space/Stream Corridor - Transportation System Improvements
Eligibility	Applicant requesting City Council pursue a legislative approval for inclusion in the UGB.	Newberg-Dundee Bypass Overlay Goal Exception
***Estimate included in submitted application. Subject to land use review for conformance with applicable Newberg Municipal Code Development Standards.**		

SB 1537 (2024) Solicitation Update

SB 1537 (2024) Solicitation Update



SB 1537 (2024) Solicitation Update

City Council Update	**September 21, 2026**
Agency Referral	September 22, 2026 – October 16, 2026
15-day Notice of Public Comment	September 22, 2026 – October 7, 2026
Public Comment Period	October 8, 2026 – October 21, 2026
City Council Review*	November 2, 2026
City Council Site Selection*	November 16, 2026
***Tentative dates that may be extended if additional discussion with agencies or jurisdictions are required, or if City Council requests additional information prior to selecting a site.**	

Thank you!

Questions?

REQUEST FOR COUNCIL ACTION

Date Action Requested: September 21, 2026

Order ☐ Ordinance ☐ Resolution ☐ Motion ☐ Information ☒ Proclamation ☐	
Subject: Vacation Rental Home Police – One-year Update	Staff: James Dingwall Department: Community Development
	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: N/A

Recommendation: Receive an update on vacation rental home (VRH) registrations and activity in Newberg and provide direction for any additional research or policy updates.

Executive Summary: On August 4, 2025, the City Council adopted Ordinance No. 2025-2935 updating the vacation rental home policies and procedures in Title 3 Revenue and Finance and Title 15 Development Code provisions. City Council requested that staff return with an update on vacation rental home activity in Newberg one year after the updated policies were adopted. Key points include:

- VRH registration compliance has increased since the policy update.
- The total number of VRHs is steady as new registrations replace inactive rentals.
- TLT remittance is steady and serves as an effective means of cost recovery for the General Fund.
- New VRH registrations are increasingly distributed geographically across the city.
- Only one formal complaint has been received and resolved by Code Compliance.

Fiscal Impact: The existing costs of administering the city's vacation rental home policies are limited to staff time and the vacation rental home tracking software, Rentalscape. These costs are included the Community Development Department budget, with cost recovery provided by transient lodging tax revenues.

Council Goals:

Goal 4. Implement and careful and prudent fiscal policy.

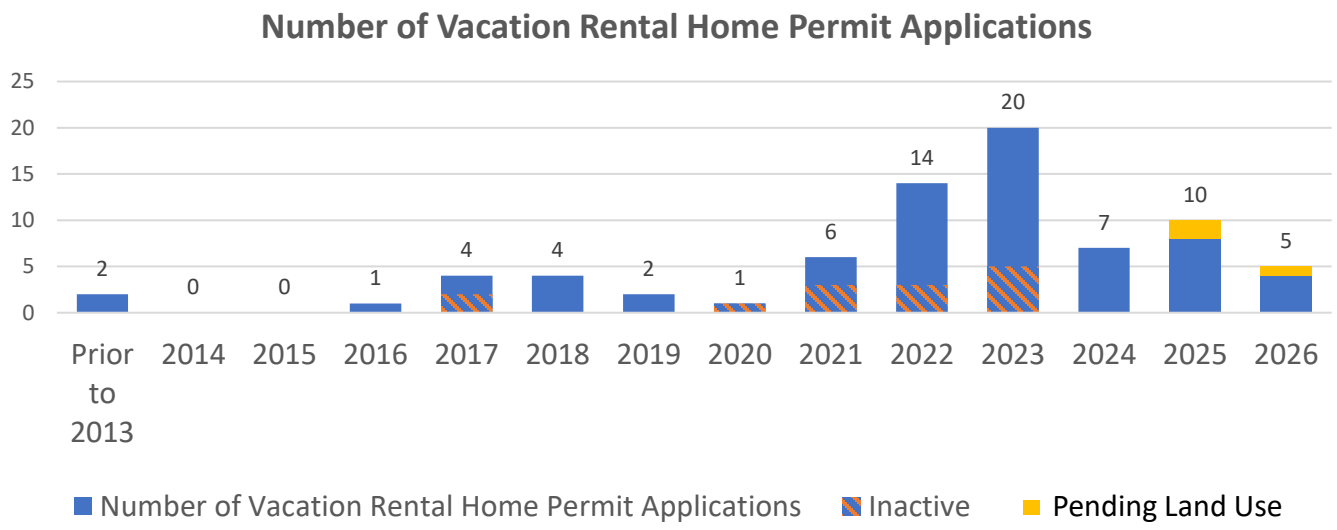
Goal 6. Preserve the balance between the needs of the tourism industry and preserving the character of our town.

Policy Changes Update

Total Registrations

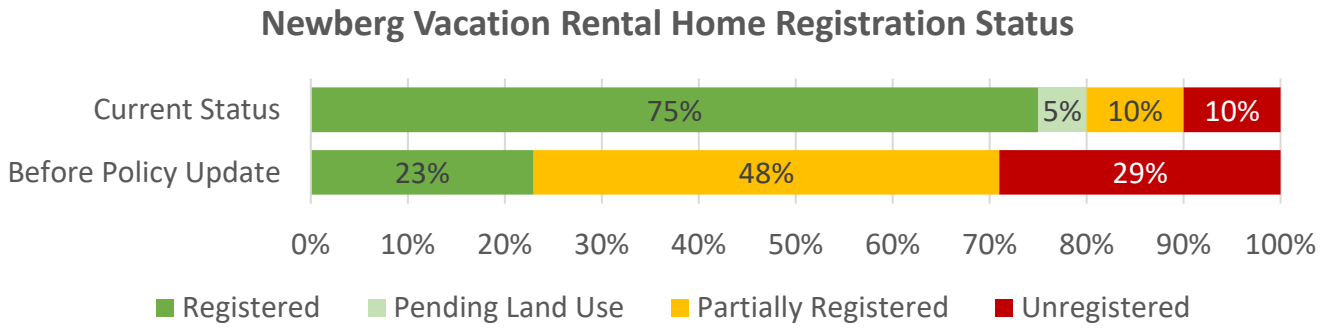
Currently, there are 51 vacation rental homes permitted in Newberg with three pending land use approvals. The City has seen a decrease in the number of vacation rental home applications in 2025-2026 from the peak of 20 applications received in 2023. Nine of the 10 vacation rental home applications received in 2025 were submitted following the policy update and processed as Type II applications. All but two of the applications received since the policy update are located in the R-1 or R-2 zoning district and would have required a Conditional Use Permit and public hearing.

As the registration policies have been updated and staff have communicated with operators to verify registration status, 14 previously approved vacation rental homes indicated to staff that they were no longer available for short term rental and elected for their registrations to become inactive. A permit is determined to be inactive if the business license for the VRH is expired for more than one year without rental activity (whenever the property is still being rented, the license must be current). Once a permit becomes inactive, the operator or next property owner would need to reapply for a land use permit to operate the VRH.



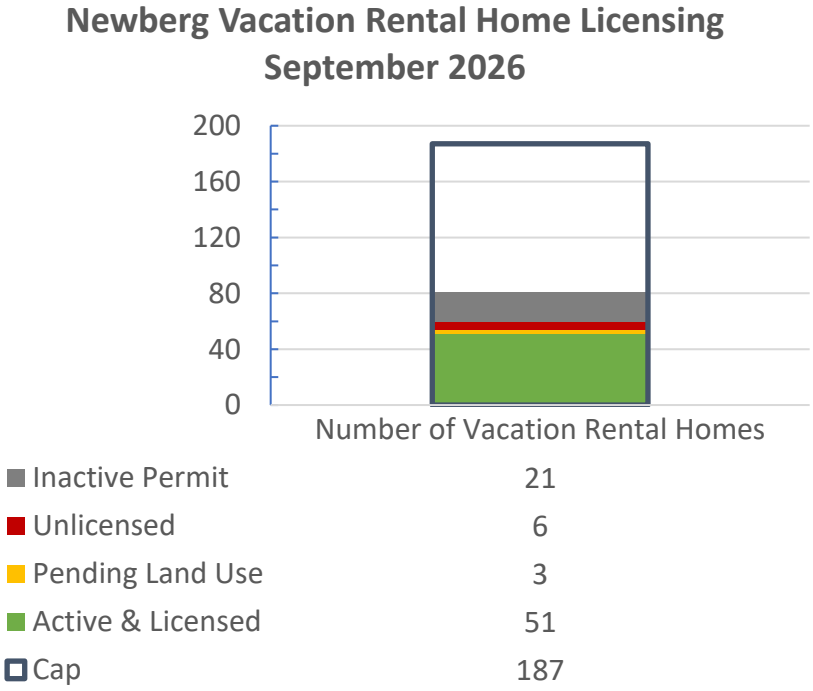
Prior to the policy update, only 23 percent of vacation rental homes operating in Newberg were fully registered, meaning they had land use approval, a business license, and were registered for transient lodging tax payments. Prior to the policy update, 48 percent of vacation rental homes were lacking a business license or transient lodging tax registration, and 29 percent failed to meet all three registration requirements. **Currently, 75 percent of vacation rental homes are registered**, five percent are in the land use approval process, and 10 percent have received land use approval and are in the process of

receiving their business license and transient lodging tax registration. Only 10 percent of currently operating rentals have not met any registration requirements. Staff continues to reach out to those operators to attain compliance.



Cap on Vacation Rental Homes

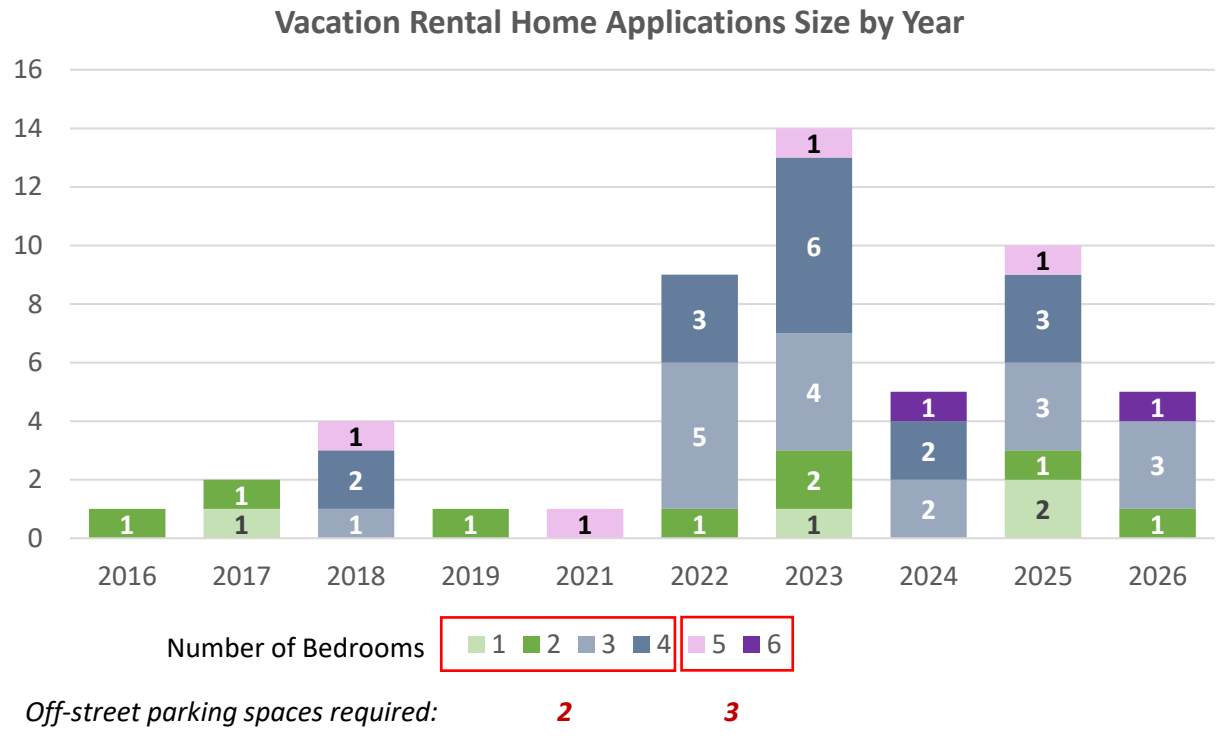
The policy update also set a cap on the overall number of vacation rental homes in the city at two percent of the number of households (determined by the Census Bureau American Community Survey 5-year estimates). The 2026 cap is 187 vacation rental homes, and currently 51 are permitted in Newberg with three pending land use approvals.



Updating the review process from a Type III Conditional Use Permit to a Type II Special Use Permit also resulted in approved permits "running with the applicant" and a property needing a new permit when sold or transferred. Existing approved conditional use permits may be transferred once, and the City is currently processing the first transfer to a new property owner.

Updated Parking Requirements

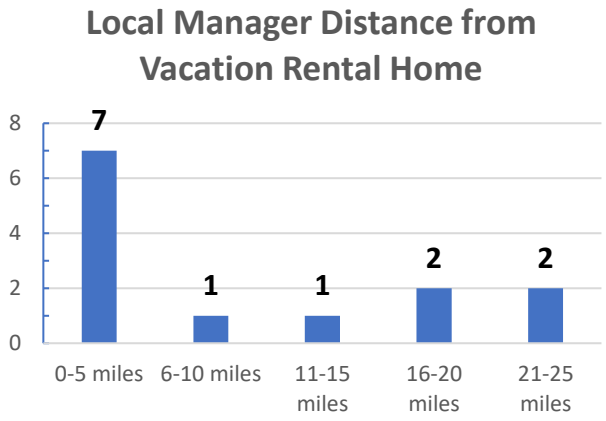
City Council also updated the parking requirements for vacation rental homes based on unit size. Previously, a vacation rental home only required two off-street parking spaces regardless of how many bedrooms and occupants were permitted. The current code requires two off-street parking spaces for one-to-four-bedroom (2-8 occupants) vacation rental homes, three spaces for five-to-six-bedroom (10-12 occupant) rentals, and four spaces for a seven-to-eight-bedroom (13-15 occupant) rental. Since the policy update was implemented, as shown below most vacation rental home applications continue to be for four or fewer bedrooms and the City has received only one application for a rental with more than four bedrooms. The code allows for modifications to existing VRH permits provided the change complies with standards. For example, the City is currently processing a modification application that would increase the bedroom count of an existing permit from four to five bedrooms, which requires the addition of a third off-street parking space.



Local Manager and Good Neighbor Notice

The updated standards require vacation rental home operators to have a local manager within 40 miles of the rental property. Of the 13 vacation rental home applications received following the effective date of the policy update, seven local managers are located within five miles. Operators are also required to send good neighbor notices to properties within 500 feet of the rental annually when renewing their business license (see the Good Neighbor Notice template below). The City has developed an online tool for generating a mailing list for VRH operators.

Since the policy update, the City has received one written complaint about a vacation rental home which focused on the availability of the approved parking area and guest vehicles obstructing the sidewalk. which was resolved through Code Compliance and Planning Department engagement with the operator.



VACATION RENTAL HOME - GOOD NEIGHBOR NOTICE

September 8th 2026

Dear Neighbor,

You are receiving this notice to inform you that I received Land Use approval to operate a Vacation Rental Home on the property located at [Address], Newberg, Oregon. This means that the house can be rented for periods of fewer than 30 days at a time.

I am sharing with you an overview of the Vacation Rental Home operation guidelines, standards, and contact information should any issues arise. These standards are also posted within the rental home for guests' reference.

If you experience any disruptive behavior or have concerns related to this property, please do not hesitate to reach out using the contact information provided.

Operator or Local Manager:

Name: [Name]
Phone Number: [Phone Number]
E-mail: [E-mail]

Newberg Code Compliance
(503) 554-7709
codecompliance@newbergoregon.gov

Code Compliance hours are 7a-5p Monday – Thursday. For assistance outside these hours, contact the Newberg Dundee Police Department non-emergency phone number at (503) 538-8321.
In an emergency call 911

Vacation Rental Standards Applicable to This Property:

- Maximum Occupants: [#]
- Number of Off-Street Parking Spaces Provided: [#]
- Regular refuse collection is provided on [Collection Day]
- No occupied RVs, trailers, tents, or temporary shelters are permitted on site while rented.

Registration Information

Land Use Approval: *[PLNG-26-##]* / Business License: *[LIC-##-###]*

To report or resolve issues, please follow this process:

1. **Contact the Operator/Local Manager** (first point of contact).
2. If unresolved, contact **Code Compliance**.
3. If still unresolved, contact the **City of Newberg Planning Division**.

The Newberg Municipal Code (NMC 15.445.350) outlines the complaint procedure if concerns are not resolved by the operator, local manager, or through the Code Enforcement Officer.

To file a written complaint, please email planning@newbergoregon.gov.

Thank You,

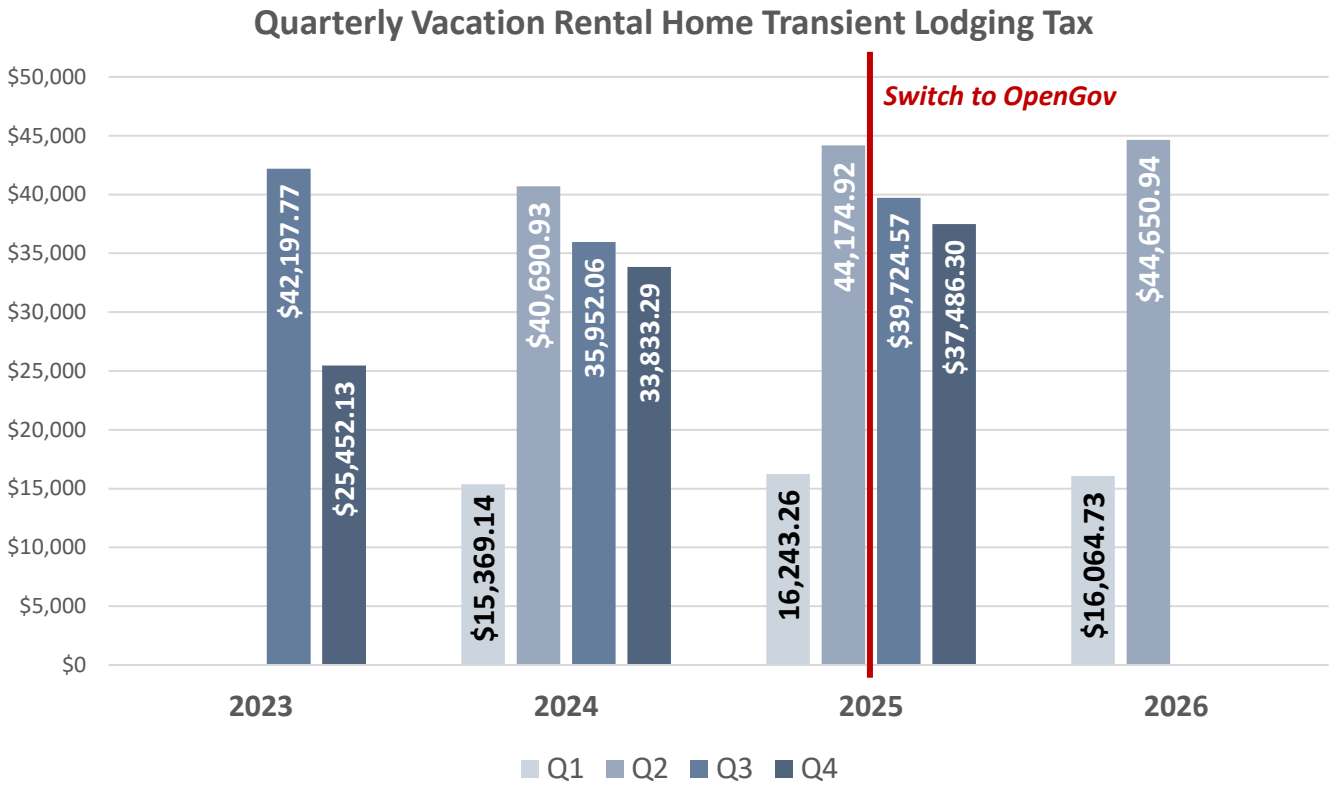
[Name]

Transient Lodging Tax

The policy update also made changes to Title 3 Revenue and Finance, clarifying when operators or agents (i.e. AirBnB) are responsible for remitting Transient Lodging Tax (TLT) collected for vacation rental home stays. This change was made in coordination with the City's update to the OpenGov online permitting system, and after 2025 Quarter 2, all TLT collection was reported and remitted through OpenGov. The OpenGov reporting on TLT collections indicates that the amount of TLT collected from vacation rental homes has remained steady following the policy changes, despite the number of operators that have become inactive and stopped rental operations.

The City Council also adopted a requirement that VRH intermediaries, such as VRBO and AirBnB, remit transient lodging taxes for the rental fees they collect. The City has received TLT remittances from some intermediaries such as VRBO and Avalera (who submits for agents such as VRBO, Homeaway, or Expedia, among others), however, despite multiple communications with AirBnB representatives, they have not paid Transient Lodging Taxes to the City. Currently, as required by City code, VRH operators are still responsible for reporting and remitting TLT when their intermediary does not pay TLT for rental bookings.

Community Development and Finance have been coordinating on alternative reporting and collection methods, such as an annual summary submittal to the City by operators, aiming to address overly burdensome reporting on the operator while receiving data to be able to audit or reconcile TLT remittances, or collection of TLT by the State Department of Revenue. Staff can bring these and any other options to City Council to consider in the future to ensure accurate reporting of all rental activity and collection of all TLT.



Vacation Rental Home Concentration

VRHs continue to be clustered primarily around downtown Newberg, however VRH applications received in 2025-2026 have been dispersed more widely across the city as shown in the maps below. The City has also approved three bed and breakfasts (where the operator must be on site during the rental and guest stays are more limited in duration). Several rentals are also located in the Central Business District (C-3 zoning district), where they are considered "self-check-in hotels" and not regulated by the VRH special use standards. The focus area maps below show the locations of VRHs to the north and south of downtown Newberg in greater detail.

Newberg Vacation Rental Homes, C-3 Hotels, and Bed & Breakfasts
September 2026

Type
- Bed & Breakfast
- C-3 Hotel
- Vacation Rental Home
- Unlicensed Vacation Rental Home
- Inactive Vacation Rental Home

City Limit

Coordinate System: NAD 1983 HARN State Plane Oregon North FIPS 3601 Feet Intl
Projection: Lambert Conformal Conic
Datum: North American 1983 HARN
False Easting: 8,202,099.7375
False Northing: 0.0000
Central Meridian: -120.5000
Standard Parallel 1: 44.3333
Standard Parallel 2: 46.0000
Latitude of Origin: 43.6667
Units: Foot

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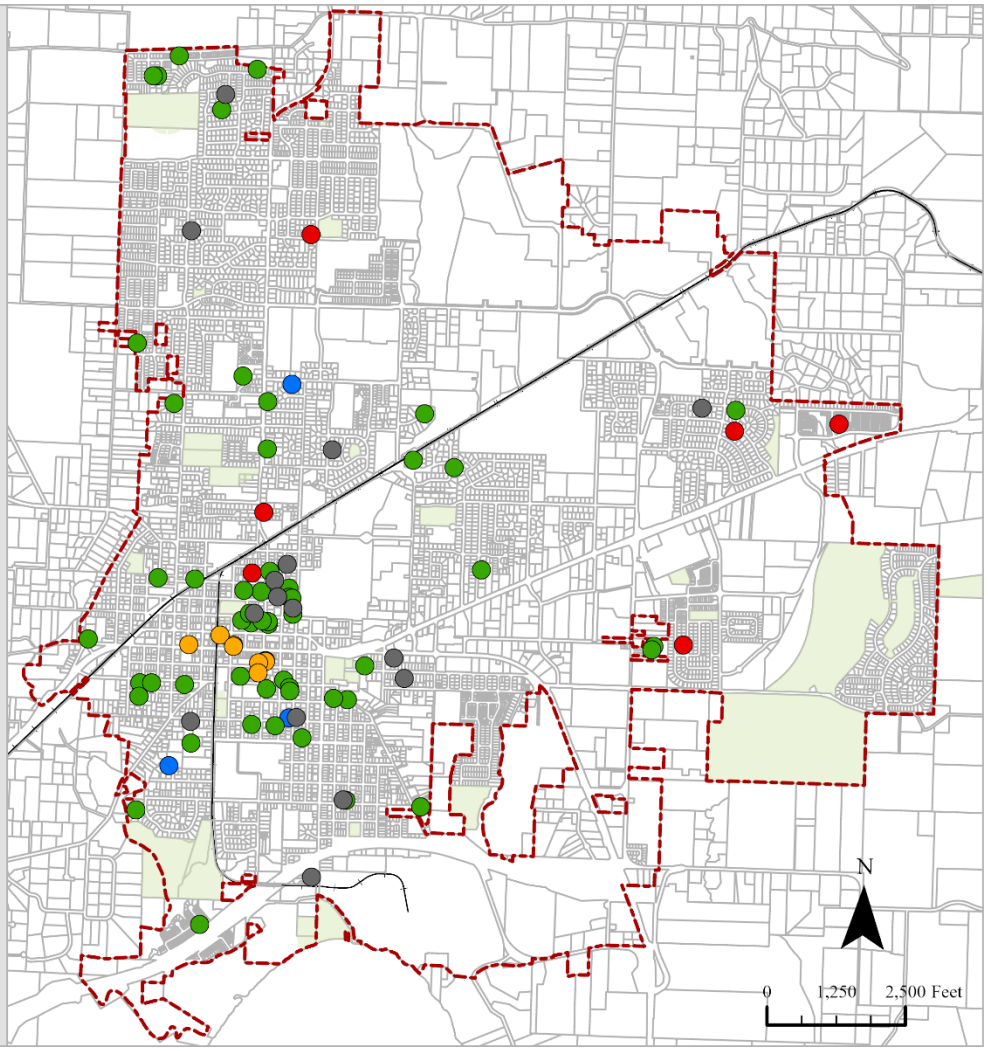
Source: City of Newberg, OR DOGAMI, ODOT
Last Updated on: August 2, 2023 by JD



Newberg Vacation Rental Homes by Application Year
September 2026

City Limit

- 2013 - 2014
- 2015 - 2016
- 2017 - 2018
- 2019 - 2020
- 2021 - 2022
- 2023 - 2024
- 2025 - 2026

Inactive Vacation Rental Home

Coordinate System: NAD 1983 HARN State Plane Oregon North FIPS 3601 Feet Intl
Projection: Lambert Conformal Conic
Datum: North American 1983 HARN
False Easting: 8,202,099.7375
False Northing: 0.0000
Central Meridian: -120.5000
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Latitude of Origin: 43.6667
Units: Foot

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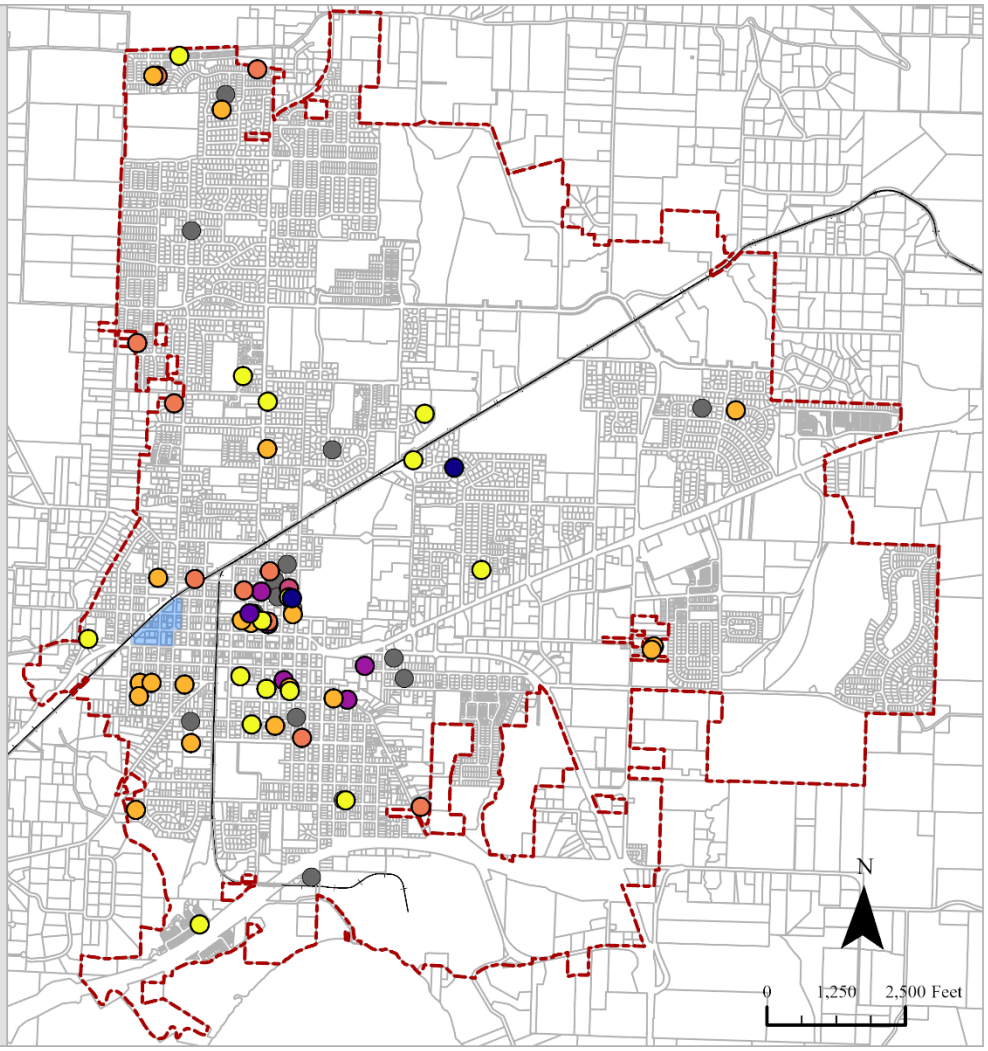
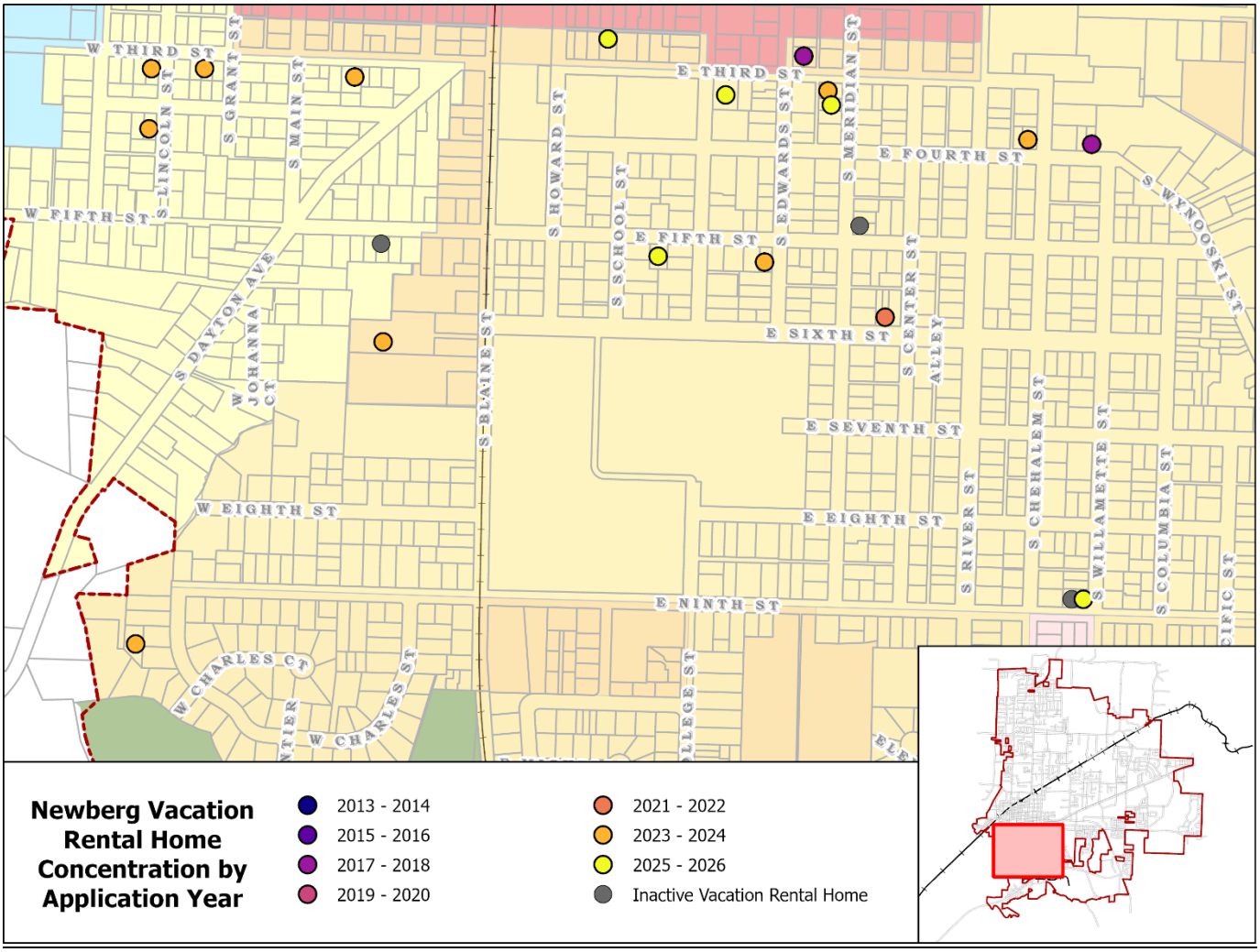
Last Updated on: August 2, 2023 by JD

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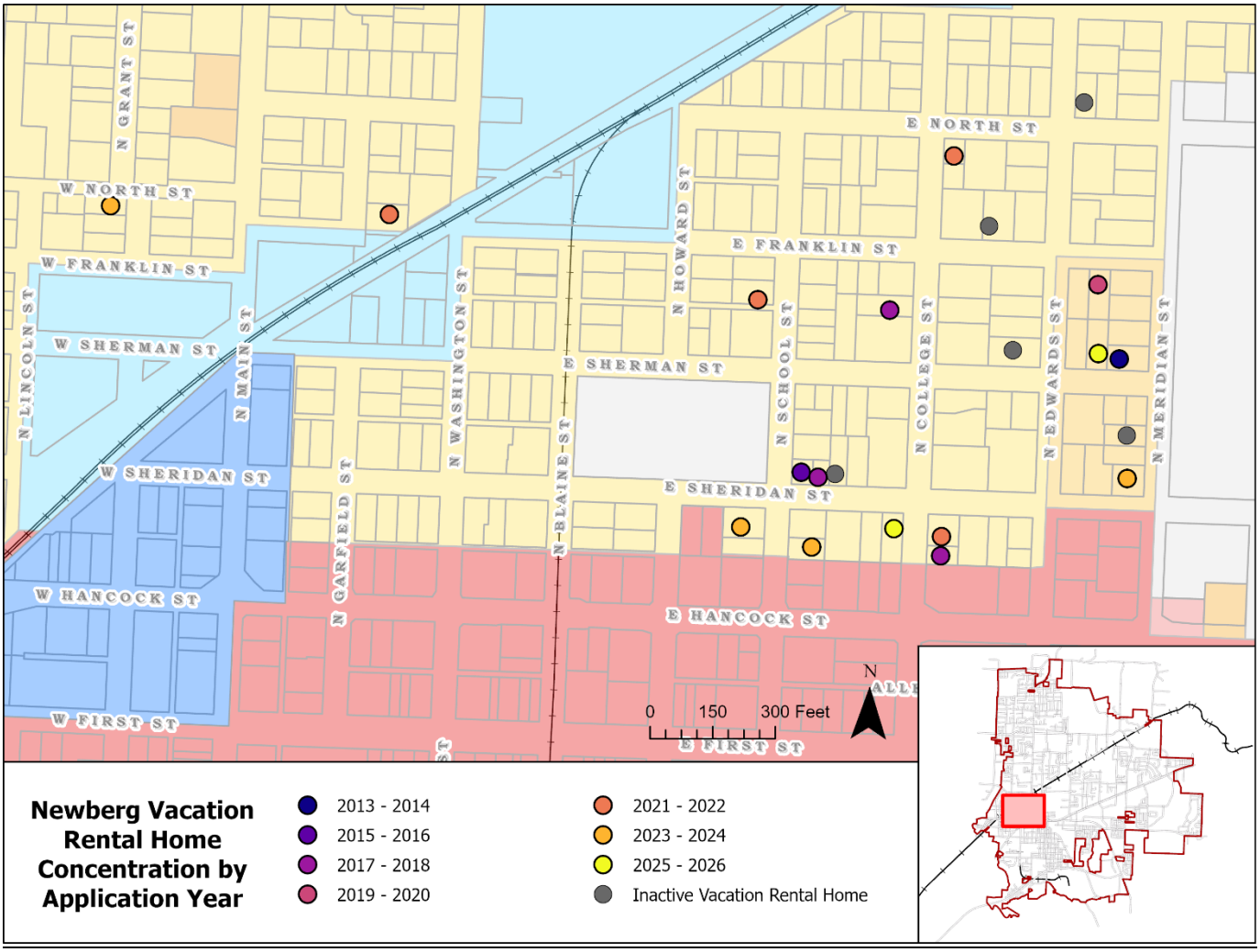
Newberg Vacation Rental Home Concentration by Application Year
2013 - 2014
2015 - 2016
2017 - 2018
2019 - 2020
2021 - 2022
2023 - 2024
2025 - 2026
Inactive Vacation Rental Home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Newberg Vacation Rental Home Concentration by Application Year
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Inactive Vacation Rental Home

Vacation Rental Home Regulations Update

File No. DCA24-0003

Newberg City Council

Monday, September 21, 2026

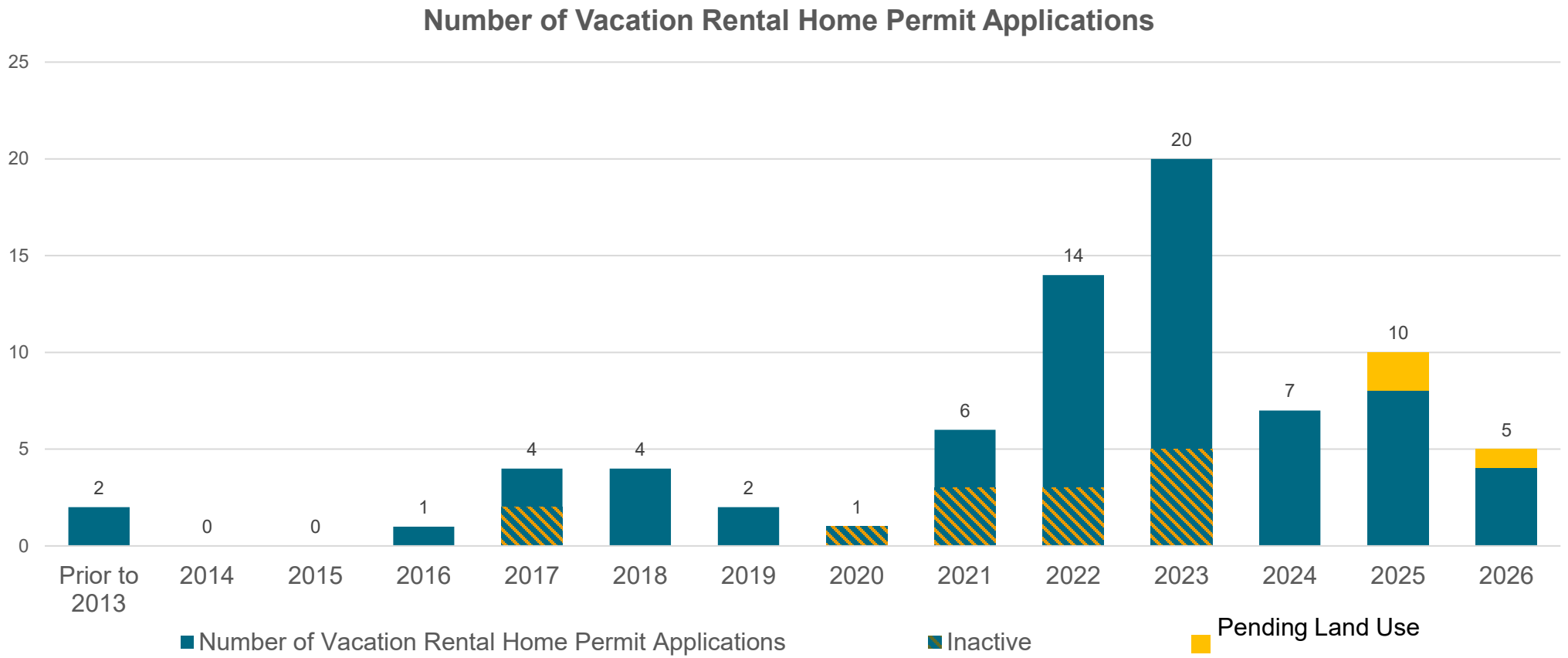
Staff Recommendation

Receive an update on vacation rental home (VRH) registrations and activity in Newberg and provide direction for any additional research or policy updates.

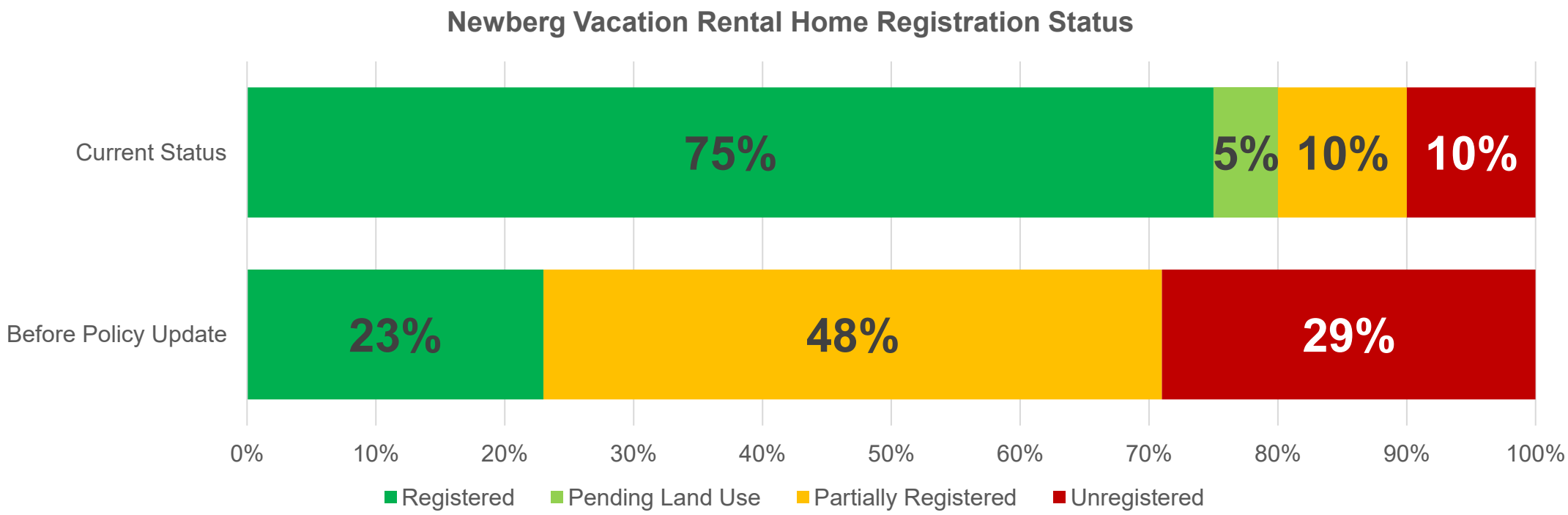
Development Code Amendments

- Title 3 Revenue and Finance
  - NMC 3.10 Transient Lodging Tax
- Title 15 Development Code
  - NMC 15.305 Zoning Use Table
  - NMC 15.440 Off-Street Parking, Bicycle Parking, and Private Walkways
  - NMC 15.445 Special Use Standards
    - Article VII. Vacation Rental Homes

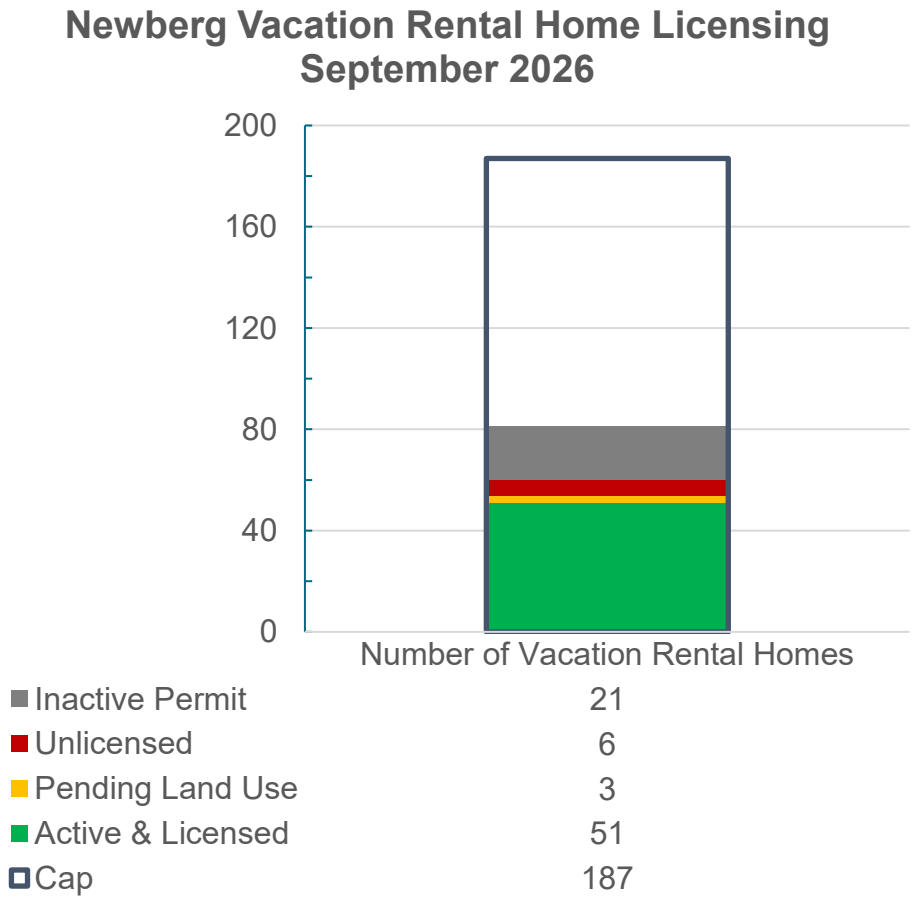
Total Registrations



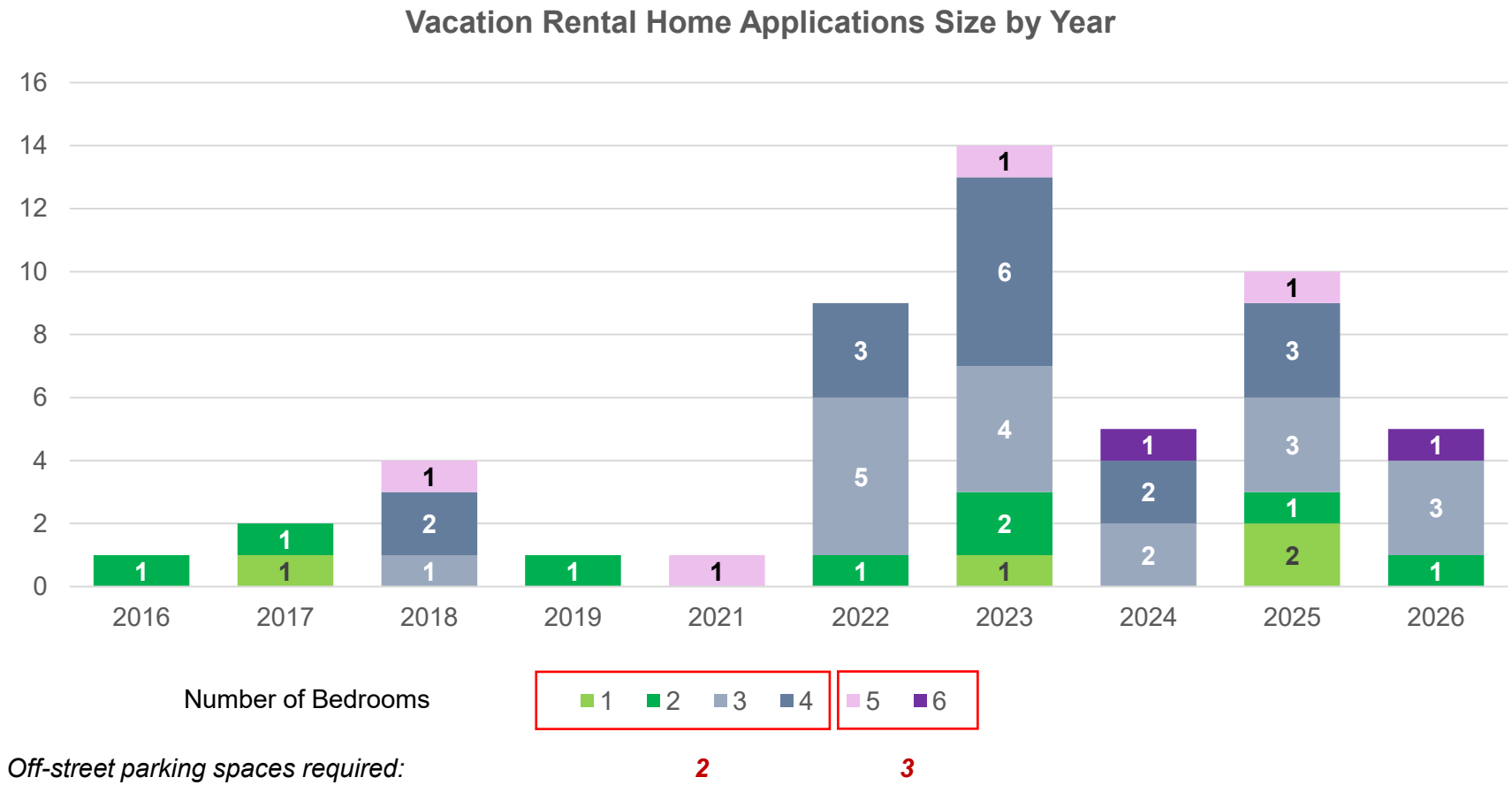
Registration Status



Vacation Rental Home Cap

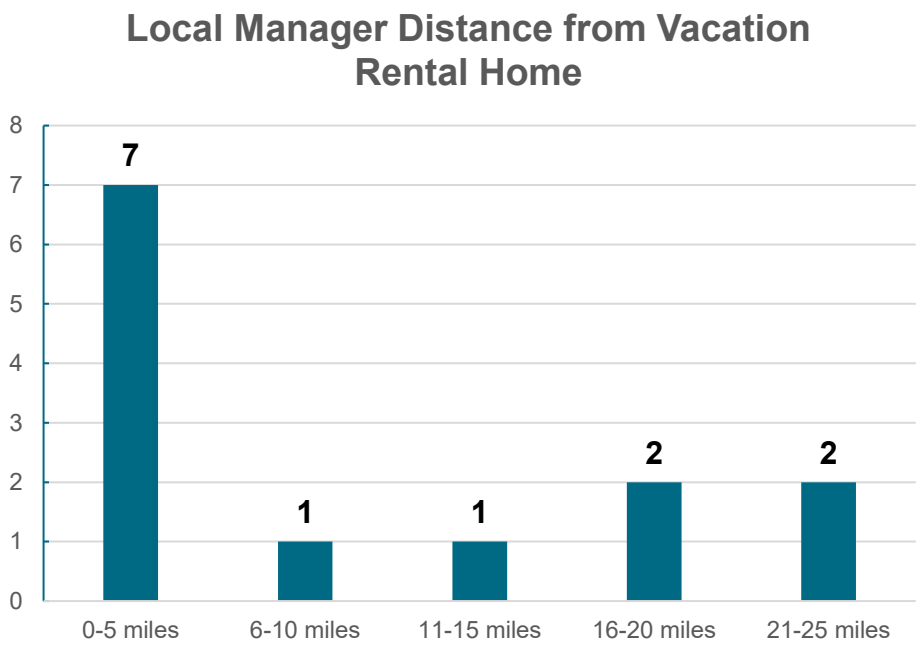


Vacation Rental Home Size & Parking Requirements



Off-street parking spaces required: ***2*** ***3***

Local Manager & Good Neighbor Notice



VACATION RENTAL HOME - GOOD NEIGHBOR NOTICE

September 8th 2026

Dear Neighbor,

You are receiving this notice to inform you that I received Land Use approval to operate a Vacation Rental Home on the property located at [Address], Newberg, Oregon. This means that the house can be rented for periods of fewer than 30 days at a time.

I am sharing with you an overview of the Vacation Rental Home operation guidelines, standards, and contact information should any issues arise. These standards are also posted within the rental home for guests' reference.

If you experience any disruptive behavior or have concerns related to this property, please do not hesitate to reach out using the contact information provided.

Operator or Local Manager:

Name: [Name]
Phone Number: [Phone Number]
E-mail: [E-mail]

Newberg Code Compliance
(503) 554-7709
codecompliance@newbergoregon.gov

Code Compliance hours are 7a-5p Monday – Thursday. For assistance outside these hours, contact the Newberg Dundee Police Department non-emergency phone number at (503) 538-8321.
In an emergency call 911

Vacation Rental Standards Applicable to This Property:

- Maximum Occupants: [#]
- Number of Off-Street Parking Spaces Provided: [#]
- Regular refuse collection is provided on [Collection Day]
- No occupied RVs, trailers, tents, or temporary shelters are permitted on site while rented.

Registration Information
Land Use Approval: *[PLNG-26-##]* / Business License: *[LIC-##-###]*

To report or resolve issues, please follow this process:

1. **Contact the Operator/Local Manager** (first point of contact).
2. If unresolved, contact **Code Compliance**.
3. If still unresolved, contact the **City of Newberg Planning Division**.

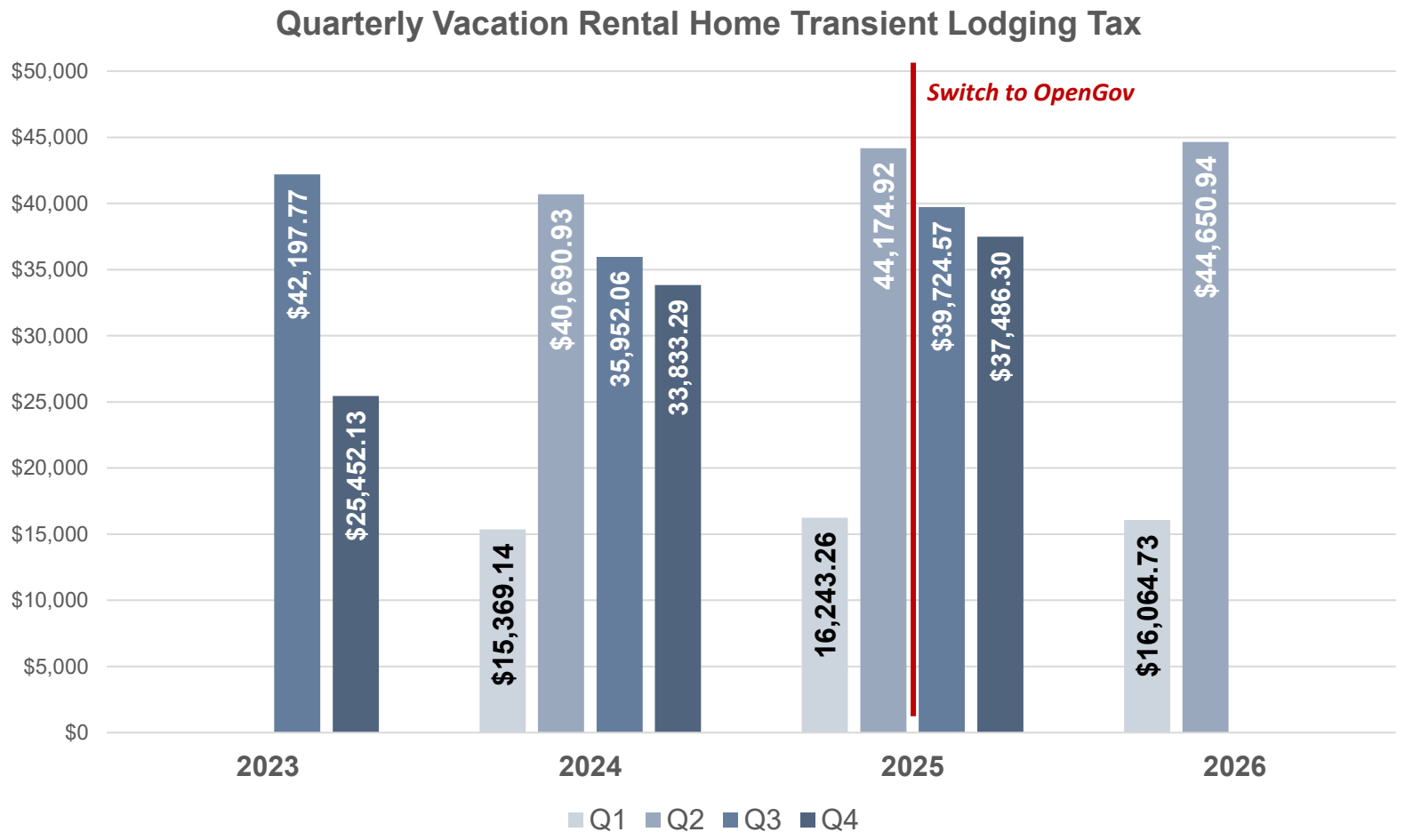
The Newberg Municipal Code (NMC 15.445.350) outlines the complaint procedure if concerns are not resolved by the operator, local manager, or through the Code Enforcement Officer.

To file a written complaint, please email planning@newbergoregon.gov.

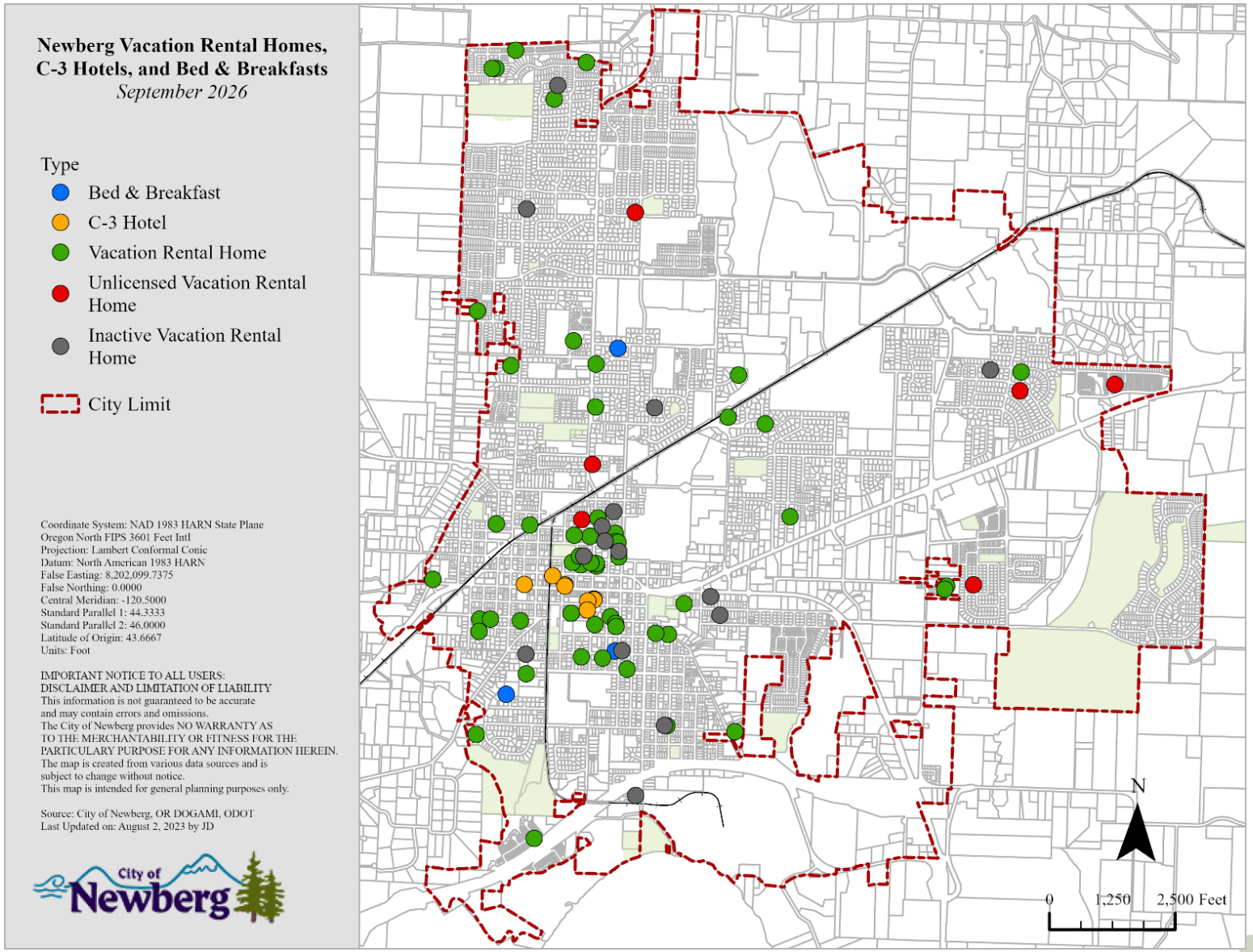
Thank You,

[Name]

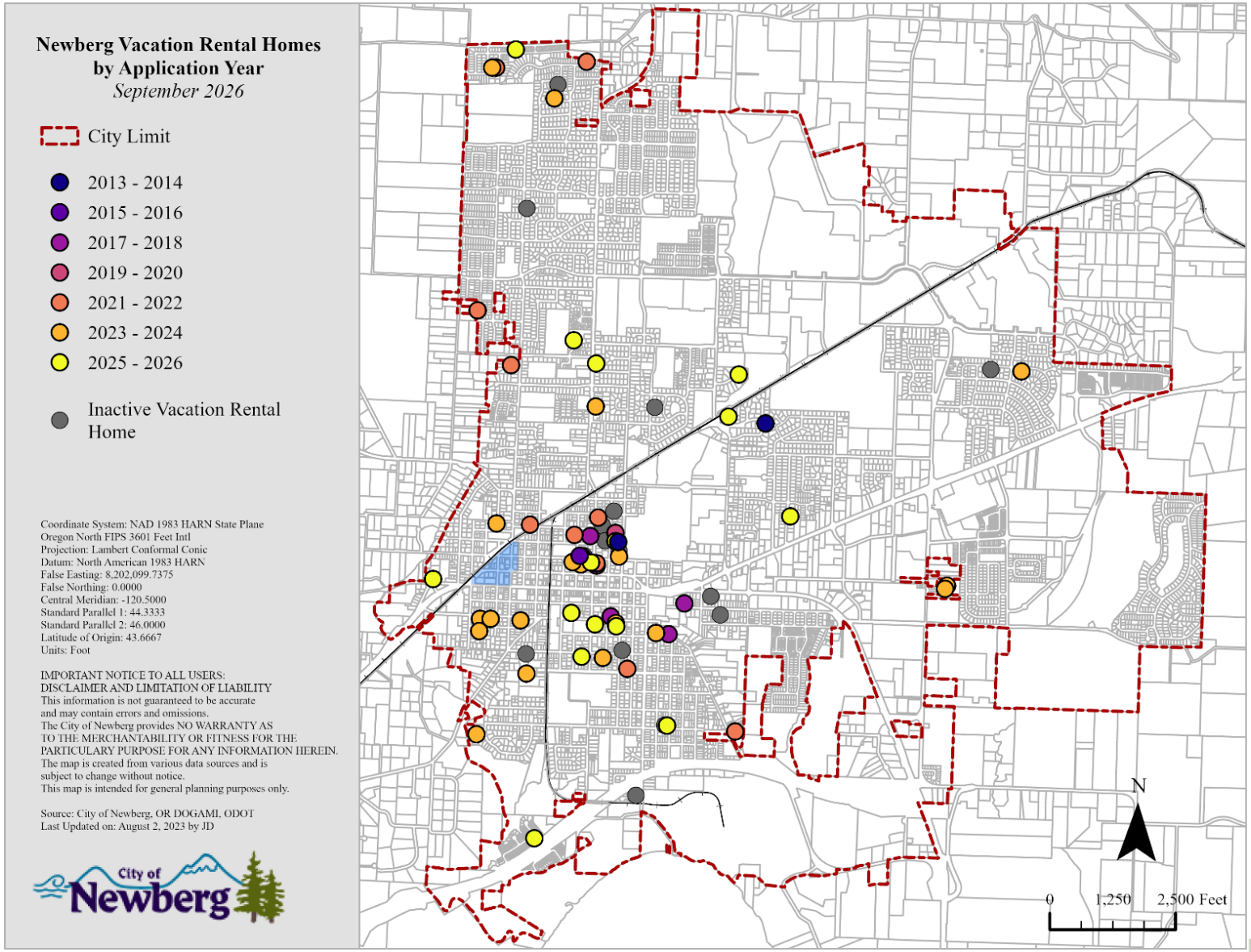
Transient Lodging Tax



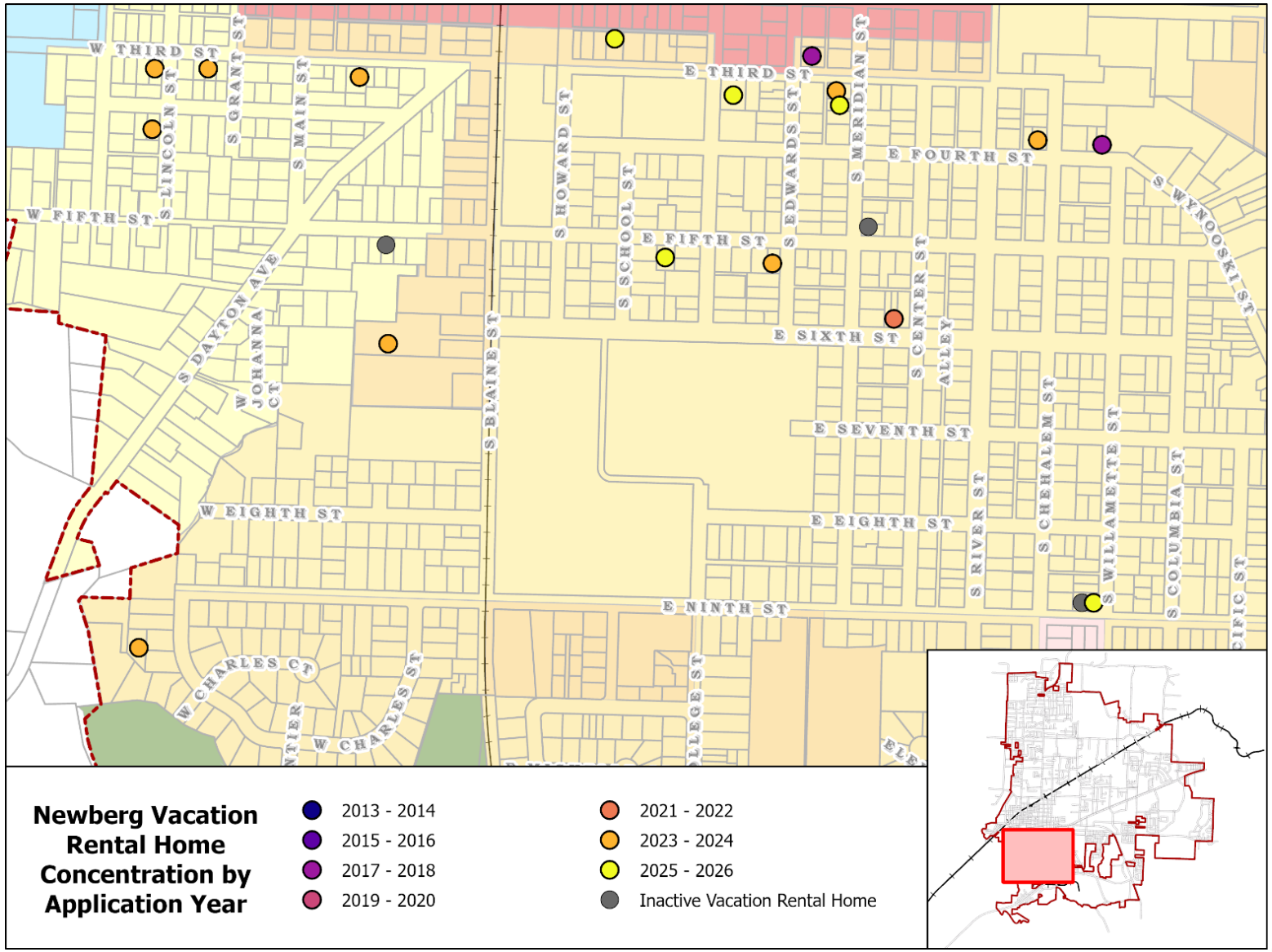
Vacation Rental Home Concentration



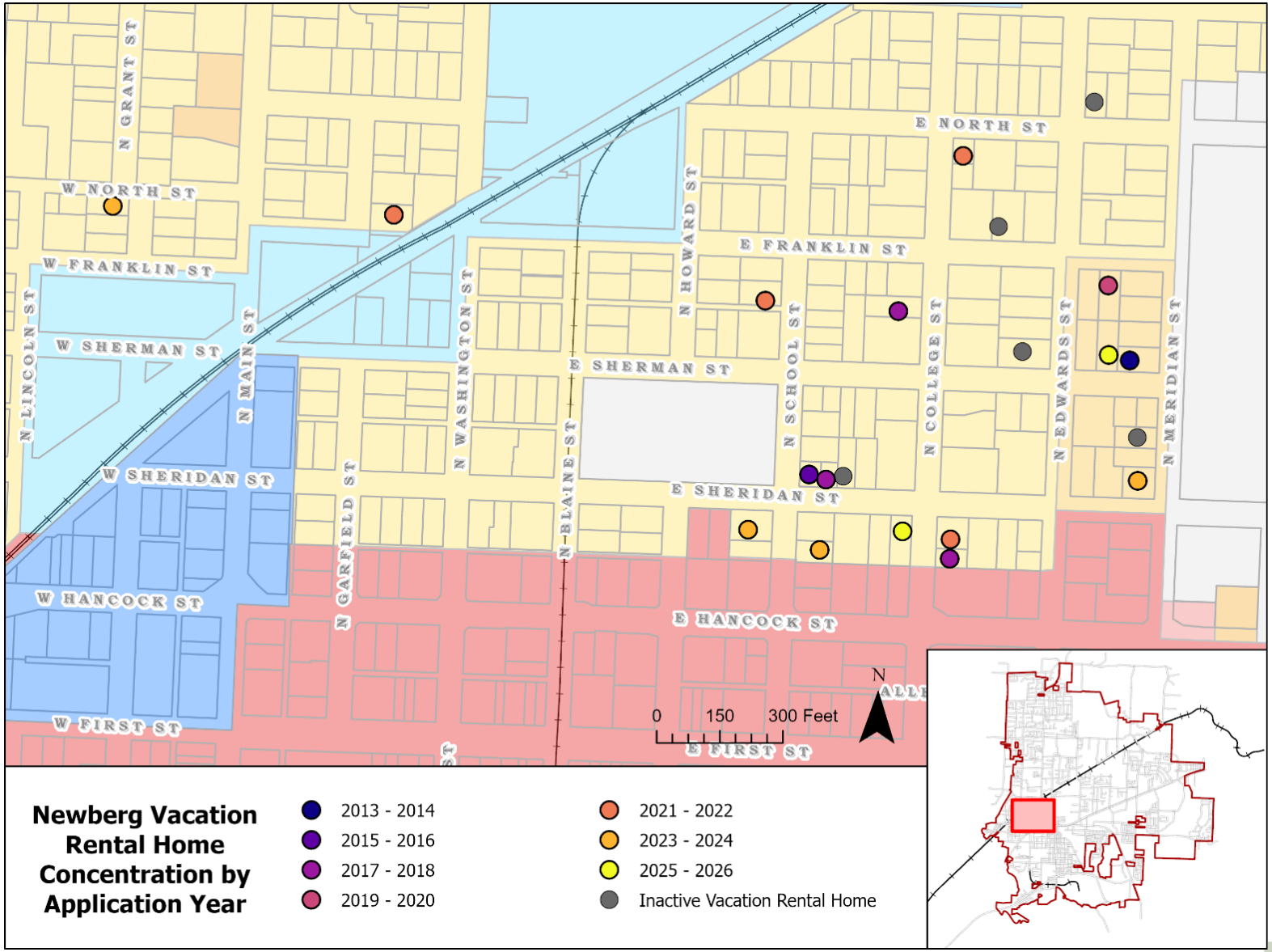
Vacation Rental Home Concentration



Vacation Rental Home Concentration



Vacation Rental Home Concentration



Thank you!

Questions?

To the Newberg City Council:

When the Council considered and approved updates to the policies regarding vacation rentals last year, there were two issues raised that were going to be investigated and revisited in a year. I'm presuming that this RCA is the result of that. What concerns me is that neither of the issues appears to be addressed in the RCA.

The first issue was raised by Councilor Carmon regarding how the total pool of households was calculated for the purpose of the 2% overall cap on VRs. He suggested that households where VRs are prohibited (typically by CC&Rs) should not be counted in the total because of such a prohibition. The City Manager made it clear that the City didn't have access to such private restrictions but would reach out and report back on it in a year. I'm not seeing any mention of that in the RCA.

The second issue was to look further into a density cap. It was clear that such a cap wasn't given thorough consideration in the original process. That was going to be investigated further and results brought forward at this meeting. I'm seeing no evidence in the RCA to indicate that this was done.

I would like to remind the Council that several Councilors expressed interest in the idea of a density cap and that a significant number (14?) of residents provided written or oral testimony in favor of it. It seemed clear that the Council wasn't prepared to impose such a cap without more information. The expectation seemed to be that such information would be provided in this RCA, though I'm not finding it.

McMinnville has had a density cap for VRs for a number of years. I would expect them to be an easy and substantial resource for their logic behind the cap, how it was implemented, and what the results have been. Has anyone in the McMinnville government been contacted to get the benefits of their experiences with it?

I'm not suggesting that Newberg should simply follow what McMinnville has done. I'm suggesting that they could provide information that should be easy to obtain and would likely be very helpful for this Council to make an informed decision.

Lastly, I'd like to comment on the statements in the RCA regarding lack of payment of TLT fees from AirBnB. As the RCA clearly states, the VR owners are still responsible for payment of the TLT, even if they have paid it to AirBnB.

Have those operators been contacted about the lack of payment? I would hope that a polite letter to them regarding their responsibility regarding the TLT would get them to put some pressure on AirBnB to resolve the problem.

Thank you for your consideration of my comments.

Robert Soppe

[redacted]