



**CITY COUNCIL AGENDA
MARCH 7, 2016, 7:00 PM
PUBLIC SAFETY BUILDING TRAINING ROOM (401 EAST THIRD STREET)**

Mission Statement

The City of Newberg serves its citizens, promotes safety, and maintains a healthy community.

Vision Statement

Newberg will cultivate a healthy, safe environment where citizens can work, play and grow in a friendly, dynamic and diverse community valuing partnerships and opportunity.

I. CALL MEETING TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. PRESENTATIONS

1. Pat Haight

V. CITY MANAGER'S REPORT

VI. PUBLIC COMMENTS

(30 minutes maximum, which may be extended at the Mayor's discretion, with an opportunity to speak for no more than 5 minutes per speaker allowed)

VII. COMMITTEE APPOINTMENTS

1. Appoint Ron Wolfe to the Planning Commission and Sarah Sand to the Traffic Safety Commission to fill vacant positions. Page 1

VIII. CONSENT CALENDAR

1. Resolution 2016-3259, A Resolution authorizing the City Manager Pro Tem to appoint recommended candidate to a position in the Engineering Services Department. Pages 2-4
2. Approval of Oregon Liquor Control Commission Limited On-Premises Sales Permit for Vino Oregon, Inc. dba Newberg Family Market. Page 5
3. Resolution 2016-3269, A Resolution authorizing Newberg to enter into an agreement of understanding with Oregon Department of Transportation, Yamhill County, City of Wilsonville, Clackamas County, and Ladd Hill Neighborhood Association for resolution of the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection alignment, and directing the Mayor to execute and sign all agreements. Pages 6-27

Agenda continued on next page

The Mayor reserves the right to change the order of items to be considered by the Council at their meeting. No new items will be heard after 11:00 p.m., unless approved by the Council.

IX. PUBLIC HEARING – ADMINISTRATIVE

1. Resolution 2016-3257, A Resolution adopting new monthly water rates for the City of Newberg effective January 1, 2017 and January 1, 2018. Pages 28-45
2. Resolution 2016-3263, A Resolution adopting new monthly wastewater rates for the City of Newberg effective January 1, 2017 and January 1, 2018.
3. Resolution 2016-3264, A Resolution adopting new monthly stormwater rates for the City of Newberg effective January 1, 2017 and January 1, 2018.

X. PUBLIC HEARING - LEGISLATIVE

1. Ordinance 2016-2796, An Ordinance amending the Newberg Transportation System Plan to change the road and lane configuration of southbound Oregon Highway 219 consistent with the refined construction plans for the Phase 1 Bypass. Pages 46-70

XI. NEW BUSINESS

1. Resolution 2016-3266, A Resolution accepting the resignation of Councilor Tony Rourke, expressing the City’s appreciation for his service, declaring a vacancy, and directing staff to advertise for qualified persons for appointment to fill the vacancy (District No. 4 with a term ending December 31, 2018). Pages 71-75
2. Resolution 2016-3254, A Resolution authorizing the City Manager Pro Tem to negotiate and execute an intergovernmental agreement with Tualatin Valley Fire & Rescue for provision of Fire and Emergency Medical Services. Pages 76-123

XII. COUNCIL BUSINESS

1. Information on manufactured home rehabilitation and repair loan and grant program concept. Pages 124-125
2. Information on Council Calendar. Pages 126-127

XIII. EXECUTIVE SESSION

1. Executive Session pursuant to ORS 192.660 (2) h Consultation with legal counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed.

XIV. ADJOURNMENT

ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify the City Recorder’s Office of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than two business days prior to the meeting. To request these arrangements, please contact the City Recorder at (503) 537-1283. For TTY services please dial 711.

Council accepts comments on agenda items during the meeting. Fill out a form identifying the item you wish to speak on prior to the agenda item beginning and turn it into the City Recorder. Speakers who wish the Council to consider written material are encouraged to submit written information in writing by 12:00 p.m. (noon) the day of the meeting.

The Mayor reserves the right to change the order of items to be considered by the Council at their meeting. No new items will be heard after 11:00 p.m., unless approved by the Council.

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: March 7, 2016

Order ___	Ordinance ___	Resolution ___	Motion <u>XX</u>	Information ___
No.	No.	No.		

SUBJECT: Appoint candidates to vacant commission positions.

**Contact Person (Preparer) for this Motion: Mayor Bob Andrews
Dept.: Administration, City Recorder Sue Ryan**

RECOMMENDATION: To consent to the Mayor’s appointment of Ron Wolfe to the Planning Commission to fill a vacant position with a term expiring December 31, 2016 and the appointment of Sarah Sand to the Traffic Safety Commission fill a vacant position with a term expiring December 31, 2018.

EXECUTIVE SUMMARY: The Newberg Planning Commission is an eight member committee with one position designated as a non-voting student commissioner position. There is one full-time commissioner position open with the resignation of Planning Commissioner Matt Fortner, effective February 26, 2016.

Ron Wolfe is a 21-year resident of Newberg. He is interested in serving on the commission because of his involvement in the community. He feels it is his civic responsibility to get more involved and engaged.

His professional background is in commercial banking, which has brought him into contact with a variety of people and organizations. He feels his experiences with his personal and professional time in Newberg would serve him well in this capacity and he would bring those insights to the Planning Commission.

He has been a member of Rotary, the Chamber of Commerce board, Booster Club and Habitat for Humanity.

The Traffic Safety Commission is a nine member committee. One position is open due to the resignation of Tanya Williams, effective December 21, 2015.

Sarah Sands is a 3-year resident of Newberg. She is interested in serving on the commission because she wishes to participate positively in the growth of the City. She feels that having varying opinions on committees will help Newberg deal with rapid growth in a smart, safe way that benefits everyone.

Her background is as a government employee for multiple cities and towns on the East Coast as well as her current position in Portland. She feels she can contribute by giving a well-informed opinion and understanding the issues. She has experience living in different neighborhoods in Newberg and can understand the myriad of traffic/safety issues existing in multiple areas.

She is a volunteer with the Newberg Farmers Market.

STRATEGIC ASSESSMENT:

The City’s commissions serve a very important role in the betterment of our community making our City government viable and a great place to grow.

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: March 7, 2016

Order ___	Ordinance ___	Resolution <u>XX</u>	Motion ___	Information ___
No.	No.	No. 2016-3259		

SUBJECT: Resolution authorizing the City Manager Pro Tem to appoint the recommended candidate to the position as listed below.

**Contact Person (Preparer) for this Motion: Nancy McDonald, Interim Human Resources Director
Dept.: Administration
File No.:**

RECOMMENDATION:

Adopt **Resolution No. 2016-3259** Authorizing the City Manager Pro Tem to appoint the recommended candidate to the position as listed below.

EXECUTIVE SUMMARY:

The City Charter, Chapter VIII, Section 34(h) provides the manager pro tem “has the authority and duties of manager, except that a Manager Pro Tem may appoint or remove employees only with council approval”.

The City Manager Pro Tem Steve Rhodes and Interim Human Resources Director McDonald have reviewed the recommendations for hire submitted by the position’s supervisor and recommend the hiring of said candidate to the council for their approval pursuant to the city charter as stated above.

The City of Newberg has successfully recruited for the vacant position listed below. The recommended candidate has been vetted through the appropriate hiring procedure for the department as indicated.

Engineering Services Line Items: 02 5112 432000; 06 5113 432000; 07 5113 432000; 17 5113 432000

Engineering Technician II Full Time, non-exempt, non-represented position

- Current budget includes funding for the vacant full time position.
- 11 applicants; 5 interviewed by Kaaren Hofmann, Brian Kershaw, Brittney Jefferies & Paul Chiu.
- Recommended candidate: Michael Grimes – His experience includes two years with the Salt Lake City Corporation and the Utah Department of Transportation as an Engineering/Construction Technician. This experience was preceded by almost four years as an Engineering Assistant 3E551 Staff Sergeant with the Utah Air National Guard.

FISCAL IMPACT:

Funding for this position is in the adopted FY 2015-2016 Budget under the appropriate salary and benefit line items as indicated above.

STRATEGIC ASSESSMENT:

This departments is working at less than full-staff capacity; quickly refilling this vacancy is the fiscally responsible solution.



RESOLUTION No. 2016-3259

A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO APPOINT RECOMMENDED CANDIDATE TO A POSITION IN THE ENGINEERING SERVICES DEPARTMENT

RECITALS:

1. Reason for Vacancy: This regular, full time position was recently vacated by Amanda Spackman when she relocated to the Midwest.
2. Recommendations: Interim Human Resources Director McDonald recommends the appointment of the candidate listed as soon as possible.
3. Funding: Position funding is within the FY 2015-2016 Budget and is indicated by the applicable departmental personnel services line items.
4. Manager Pro Tem Appointment: Steve Rhodes was appointed manager pro tem on September 8, 2015, by the city council. He has reviewed the recommendations for hire submitted by the supervisor of the position and recommends the hiring of said candidate to the vacant position. The City Charter, Chapter VIII, Section 34(h) provides the manager pro tem “has the authority and duties of manager, except that a manager pro tem may appoint or remove employees only with council approval”.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

The city council approves the appointment by the city manager pro tem of the selected candidate:

Michael Grimes – Engineering Technician II, Engineering Services

- **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: March 8, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 7th day of March, 2016.

Sue Ryan, City Recorder

ATTESTED by Mayor this _____ day of March, 2016.

Bob Andrews, Mayor

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: March 07, 2016

Order ___ Ordinance ___ Resolution ___ Motion XX Information ___
No. No.

SUBJECT: Recommendation for Approval of an Oregon Liquor Control Commission (OLCC) Limited On-Premises Sales Permit for Vino Oregon Inc, dba Newberg Family Market

**Contact Person (Preparer) for this Motion: Chris Bolek
Dept.: Police
File No.:**

RECOMMENDATION:

Recommend to the Oregon Liquor Control Commission (OLCC) that they approve a Limited On-Premises Sales permit for Vino Oregon Inc. dba Newberg Family Market

EXECUTIVE SUMMARY:

Vino Oregon Inc., is soon to be opening a new local business in the Newberg Community; Newberg Family Market.

A local records check and that of the state criminal data base reveals no issues or concern.

The Limited On-Premises Sales permit of alcohol from OLCC allows only on site sales and consumption of beer, wine and ciders. Newberg Family Market will also be selling non-alcoholic beverages and varying food, bakery and toy items.

There is every indication that the Newberg Family Market management will responsibly engage in and insure that their staff maintains all of the necessary requirements and responsibilities associated with such a permit.

FISCAL IMPACT:

None

STRATEGIC ASSESSMENT (RELATE TO COUNCIL GOALS):

None

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: March 7, 2016

Order ___ No.	Ordinance ___ No.	Resolution ___ No. 2016-3269	Motion ___	Information ___
<p>SUBJECT: Authorize Newberg to enter into an Agreement of Understanding with Oregon Department of Transportation, Yamhill County, City of Wilsonville, Clackamas County, and Ladd Hill Neighborhood Association for resolution of the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection alignment, and directing the Mayor to execute and sign all agreements</p>			<p>Contact Person (Preparer) for this Motion: Jessica Pelz, AICP Dept.: Community Development File No.: CPTA-15-002</p>	

RECOMMENDATION: Adopt Resolution No. 2016-3269, authorizing Newberg to enter into an Agreement of Understanding with Oregon Department of Transportation, Yamhill County, City of Wilsonville, Clackamas County, and Ladd Hill Neighborhood Association for resolution of the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection alignment, and directing the Mayor to execute and sign all agreements.

EXECUTIVE SUMMARY: The City of Newberg amended its Transportation System Plan (TSP) in 2013 to reflect the approved Phase 1 Bypass details, which included a full movement intersection at Oregon 219/Phase 1 Bypass/Wilsonville Road. Following approval of the TSP amendment in 2013, the Oregon Department of Transportation (ODOT) and the Ladd Hill Neighborhood Association (LHNA) have continued to investigate solutions to the LHNA concerns regarding the use of Wilsonville Road as a route to get to I-5 from Oregon 219 in Newberg. In response to the concerns raised by LHNA and their coalition, ODOT explored additional design options seeking to minimize Phase 1 Bypass-related traffic using Wilsonville Road. ODOT submitted an application to the City of Newberg for a TSP amendment to change the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection to a “No Through Traffic” option to mitigate LHNA’s safety concerns. ODOT’s application materials also contained information about all eight options considered for the intersection, including:

- Option 1 - Full Movement Intersection.
- Option 2 - Traffic Signal at the Springbrook Road/Wilsonville Road Intersection.
- Option 3 - Right In and Out at Springbrook Road/Wilsonville Road Intersection.
- Option 4 - FEIS Wilsonville Road Relocation.
- Option 5 - Adolf Road Connection to Oregon 219.
- Option 6 - Oregon 219 Roundabout.
- Option 7 - No Connection from Eastbound Phase 1 Bypass to Wilsonville Road.
- Option 8 - No Through Traffic.

There was a significant volume of public testimony at the Planning Commission hearing to consider the proposed TSP amendment, including testimony from LHNA, City of Wilsonville, Clackamas County, Yamhill County, and concerned local residents on both sides of the issue. The Newberg Planning Commission held hearings on December 10, 2015, and January 14, 2016, to consider the proposal, and ultimately voted to deny the “No Through Traffic” option with a recommendation that the City Council delay their vote on the matter until March 2016 in order to allow time for all entities to meet in an effort to

mitigate impacts of the final decision.

Based on the Planning Commission recommendation, the City of Newberg has been meeting with ODOT, LHNA, City of Wilsonville, Clackamas County, and Yamhill County to come to a resolution on the intersection issue. The group consensus from several meetings is that ODOT will pursue Option 4 (FEIS Wilsonville Road Relocation) in lieu of the originally proposed Option 8 (No Through Traffic), which will also require Option 3 (RIRO at Springbrook Rd/Wilsonville Rd) to be used as an interim measure until Option 4 is constructed. On February 12, 2016, the six parties drafted a letter to Oregon Representative John Davis stating their support for bringing the draft Agreement of Understanding before each of their respective governing bodies for official action to move forward with Option 4. Further meetings have produced a final Agreement of Understanding for each party to advance to their governing bodies for consideration. The Agreement of Understanding is attached as Exhibit "A" to Resolution No. 2016-3269.

FISCAL IMPACT: No direct fiscal impact to the City of Newberg. There will be a fiscal impact to ODOT to acquire the necessary right-of-way and construct the approved intersection alignment.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL GOALS): This Resolution helps meet the following Council goals: #2 – "Improve communication between our citizens, elected officials, and city staff" and #5 – "Maintain and modernize the City's transportation and utilities infrastructure".

ATTACHMENTS:

1. Letter to Representative John Davis, 2/12/16
2. Planning Commission Resolution No. 2016-311

City Council Resolution No. 2016-3269 with:
Exhibit "A": Agreement of Understanding



RESOLUTION No. 2016-3269

A RESOLUTION AUTHORIZING NEWBERG TO ENTER INTO AN AGREEMENT OF UNDERSTANDING WITH OREGON DEPARTMENT OF TRANSPORTATION, YAMHILL COUNTY, CITY OF WILSONVILLE, CLACKAMAS COUNTY, AND LADD HILL NEIGHBORHOOD ASSOCIATION FOR RESOLUTION OF THE OREGON 219/PHASE 1 BYPASS/WILSONVILLE ROAD INTERSECTION ALIGNMENT, AND DIRECTING THE MAYOR TO EXECUTE AND SIGN ALL AGREEMENTS

RECITALS:

1. The City of Newberg amended its Transportation System Plan (TSP) in 2013 to reflect the approved Phase 1 Bypass details, which included a full movement intersection at Oregon 219/Phase 1 Bypass/Wilsonville Road. The Oregon Department of Transportation (ODOT) and the Ladd Hill Neighborhood Association (LHNA) have continued to investigate solutions to mitigate concerns raised about additional traffic impacts to Wilsonville Road from the 2013 intersection alignment. In response to the concerns raised by LHNA and their coalition, ODOT explored eight intersection design options seeking to minimize Phase 1 Bypass-related traffic using Wilsonville Road. ODOT submitted an application to the City of Newberg for a TSP amendment to change the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection to Option 8 “No Through Traffic” to mitigate LHNA’s safety concerns.
2. The Newberg Planning Commission held hearings on December 10, 2015, and January 14, 2016, to consider the proposal, and ultimately voted to deny the “No Through Traffic” option with a recommendation that the City Council delay their vote on the matter until March 2016 in order to allow time for all entities to meet in an effort to mitigate impacts of the final decision.
3. The City of Newberg has met several times with ODOT, LHNA, City of Wilsonville, Clackamas County, and Yamhill County to come to a resolution on the intersection issue. The group consensus from several meetings is that ODOT will pursue Option 4 (FEIS Wilsonville Road Relocation) in lieu of the originally proposed Option 8 (No Through Traffic), which will also require Option 3 (Right-In/Right-Out at Springbrook Rd/Wilsonville Rd) to be used as an interim measure until Option 4 is constructed.
4. On February 12, 2016, the six parties drafted a letter to Oregon Representative John Davis stating their support for bringing the draft Agreement of Understanding before each of their respective governing bodies for official action to move forward with Option 4. Further meetings have produced a final Agreement of Understanding for each party to advance to their governing bodies for consideration. The Agreement of Understanding is attached as Exhibit “A”.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. Newberg will enter into an Agreement of Understanding with the Oregon Department of Transportation, Yamhill County, City of Wilsonville, Clackamas County, and Ladd Hill

Neighborhood Association for resolution of the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection alignment. The Mayor is directed to execute and sign all necessary agreements.

2. The Agreement of Understanding is hereby attached as Exhibit "A" and by this reference incorporated.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: March 8, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 7th day of March, 2016.

Sue Ryan, City Recorder

ATTEST by the Mayor this 10th day of March, 2016.

Bob Andrews, Mayor



February 12, 2016

Representative John Davis
900 Court St. NE, H-483,
Salem, Oregon 97301

Dear Representative Davis,

We want to thank you for all of your efforts in seeking a resolution to the Newberg-Dundee Bypass/Wilsonville Road intersection design and construction as part of the Newberg-Dundee Phase 1 project. You requested that the parties sign a letter indicating acceptance of the Option 4 Final Environmental Impact Statement (FEIS) Wilsonville Road Relocation as a solution by Friday February 12.

The parties have been in discussion on Option 4, and by consensus agree this is the best possible solution based on the eight alternatives evaluated and proposed by the Oregon Department of Transportation. Each of the involved local governments will need to take the specific details of the proposal before their respective governing bodies for official action, as will the Ladd Hill Neighborhood Association before their Board.

By this letter, we want to let you know the parties are supportive of bringing the attached draft Agreement of Understanding before each of their respective bodies for official action. We believe the draft Agreement of Understanding outlines the commitment of each involved party to support the process and steps necessary to bring about Option 4 as the alternative that is the best solution. Though this is only a draft and may be modified by the parties, it expresses the intent of the parties to advance Option 4.

We hope that this letter, along with the attached draft Agreement of Understanding, will be sufficient for you to share with your colleagues on the House Committee on Transportation and Economic Development to demonstrate the commitment of the undersigned parties to the resolution of the issues regarding the intersection of Wilsonville Road and the Newberg-Dundee Bypass.

If you have any questions please contact any of the signing parties below.



Bob Andrews, Mayor
City of Newberg



Matthew Garrett, Director
Oregon Department of Transportation

To: Rep Davis
Re: Option 4 Letter
February 12, 2016
Page 2



Tim Knapp, Mayor
City of Wilsonville



Mary Starrett, Chair
Yamhill County



John Ludlow, Chair
Clackamas County



Stan Halle, Chair
Ladd Hill Bypass Impact Committee

Attachment: Draft Agreement of Understanding

**PLANNING COMMISSION RESOLUTION 2015-311**

A RESOLUTION RECOMMENDING CITY COUNCIL DENY A TRANSPORTATION SYSTEM PLAN AMENDMENT TO CHANGE THE OREGON HIGHWAY 219/PHASE 1 BYPASS/WILSONVILLE ROAD INTERSECTION TO A “NO THRU TRAFFIC” DESIGN

RECITALS:

1. The City of Newberg amended its Transportation System Plan (TSP) in 2013 to reflect the approved Phase 1 Bypass details, which included a full movement intersection at Oregon 219/Phase 1 Bypass/Wilsonville Road. Following approval of the TSP amendment in 2013, the Oregon Department of Transportation (ODOT) and the Ladd Hill Neighborhood Association (LHNA) have continued to investigate solutions to the LHNA concerns regarding the use of Wilsonville Road as a route to get to I-5 from Oregon 219 in Newberg. In response to the concerns raised by LHNA and their coalition, ODOT explored additional design options seeking to minimize Phase 1 Bypass-related traffic using Wilsonville Road. ODOT submitted an application to the City of Newberg for a TSP amendment to change the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection to a “No Thru Traffic” option to mitigate LHNA’s safety concerns.
2. Under the “No Thru Traffic” option, no direct connection would be provided between Wilsonville Road and the Phase 1 Bypass. Rather, the eastbound and westbound through movements would be prohibited at the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection. Travelers desiring to travel between Wilsonville Road and the Phase 1 Bypass would need to use one of these alternate routes: U-turn movements northbound and southbound; travel within Springbrook Estates mobile home park; travel on Springbrook Road, Fernwood Road, Corral Creek Road, and Renne Road as an alternate path to and from Wilsonville Road; or travel on 2nd Street and Springbrook Road to circle back around to Oregon 219 and the traffic light at the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection.
3. The “No Thru Traffic” option operational standard is about the same as all other options considered, including the currently adopted “Full Movement” intersection option. However, the city is concerned with additional out of direction travel through neighborhoods, the potential safety issues that may arise from unsafe U-turn movements on Highway 219, and the impacts on the Springbrook Estates mobile home park, which is 126 units served by an internal narrow private drive network.
4. According to the data, the “No Thru Traffic” option would require an estimated 50 vehicles per hour to use the alternate routes. This is the same approximate number of vehicles that would be added to Wilsonville Road (25 cars each direction) using the currently adopted “Full Movement” intersection option. The “No Thru Traffic” option may also cause an increase in travel time, energy use, and potential driver frustration, which can lead to unsafe driving conditions such as speeding through neighborhoods to make up time.

5. Based on safety and livability concerns, the low overall number of trips projected to use Wilsonville Road with the current "Full Movement" intersection option, and the overall good health of the Wilsonville Road corridor expected in the Yamhill County TSP in both 2016 and 2035, no change to the current configuration of the intersection can found to be warranted.
6. After proper notice, the Newberg Planning Commission held a hearing on December 10, 2015 to consider the proposal.
7. Based on an abundance of public testimony and a desire to integrate regional community concerns into a satisfactory solution, the Newberg Planning Commission seeks a solution agreeable to our neighbors as well as our citizens.

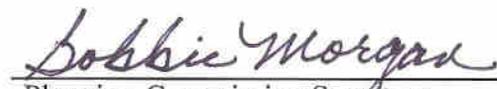
NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Newberg that it recommends the City Council deny the proposed Transportation System Plan amendment as shown in Exhibit "A". The Planning Commission recommended approval of this Resolution and asks the City Council to delay their vote on the matter until March 2016 in order to allow time for all entities to meet in an effort to mitigate impacts of the final decision. This recommendation is based on the staff report, the findings in Exhibit "B", and testimony.

Adopted by the Newberg Planning Commission this 14th day of January, 2016.



Planning Commission Chair

ATTEST:



Planning Commission Secretary

Attached:
Exhibit "A": Transportation System Plan amendment
Exhibit "B": Findings

November 2015



Newberg-Dundee
BYPASS PROJECT

PHASE 1 BYPASS

NE WILSONVILLE ROAD

OREGON 219

Figure 1 Option 8
No Through Traffic

○ Raised Median

0 25 50
Feet

Folder=OR219_Springbrook_Wilsonville

Attachment 2
Exhibit A - Res. No. 2015-311

Newberg TSP Amendment

CC 3/7/16
PAGE 14

Exhibit "B": Findings

CPTA-15-002 – ODOT TSP Amendments – Resolution No. 2015-311

Applicable Newberg Comprehensive Plan (NCP) Goals and Policies & Applicable Oregon Statewide Planning Goals (SPG)

SPG 1/NCP A. Citizen Involvement. Goal: To maintain a Citizen Involvement Program that offers citizens the opportunity for involvement in all phases of the planning process.

Finding: The city meets this requirement by having various citizen committees with opportunities for the public to testify on general or specific matters. For this specific application, the proposal will go to both the Planning Commission and the City Council, providing multiple opportunities for citizen participation. In addition, a mailed courtesy notice was sent to property owners within 500 feet of the affected intersection and notice was published in the Newberg Graphic newspaper.

SPG 2. Land Use Planning. Goal: To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

Finding: This Goal requires that actions related to land use be consistent with acknowledged comprehensive plans of cities and counties. The City of Newberg updated its Transportation System Plan (which is adopted as part of the Comprehensive Plan) in 2013 to include the Newberg Dundee Bypass and Phase 1 realignment of Wilsonville Road. The Goal also requires coordination with affected governments and agencies, evaluation of alternatives, and an adequate factual base. All proposed changes are based on traffic modeling data and professional engineer analysis, and are supported by an adequate factual base.

SPG 6/NCP E. Air, Water, and Land Resource Quality. Goal: To maintain and, where feasible, enhance the air, water, and land resource qualities within the community.

Finding: Goal 6 addresses the quality of air, water, and land resources. In the context of a comprehensive plan amendment, a local government complies with Goal 6 by explaining why it is reasonable to expect that the proposed uses authorized by the plan amendment will be able to satisfy applicable federal and state environmental standards, including air and water quality standards. The same number of travel trips will be moving through the area with either of the proposed intersection configurations; consequently, air quality and stormwater runoff generated by the roadway will not change.

SPG 9. Economic Development/NCP H. The Economy. Goal: To develop a diverse and stable economic base.

Finding: The Phase 1 Bypass project will improve mobility and accessibility generally, and freight movement in particular, throughout the Newberg-Dundee urban area, thus resulting in substantially reduced congestion and fewer hours of delay. Having better freight movement through the area will also be attractive to industries, which will help Newberg create a stable economic base as envisioned by the Goal.

NCP J. Urban Design. Goal 2: To develop and maintain the physical context needed to support the livability and unique character of Newberg. Policy c: Neighborhoods should be designed to promote safety and interaction with neighbors, with items such as walking paths and neighborhood parks.

Finding: Local neighborhood streets are intended to have relatively small levels of traffic, generally just the neighborhood residents and visitors. Collector and arterial streets then funnel traffic from local streets out to destinations. ODOT is asking for a change to the intersection of a city minor arterial (Highway 219) and a Yamhill County minor arterial (Wilsonville Road) to divert through traffic from the Yamhill County minor arterial. One alternative traffic movement would be travel through the Springbrook Estates mobile home park, which has 126 units and is served by a network of narrow private drives. Adding cut-through traffic to this neighborhood would severely undermine the safety and livability of this area.

SPG 12. Transportation. Goal: To provide and encourage a safe, convenient and economic transportation system. A Transportation Plan shall...(2) be based upon an inventory of local, regional and state transportation needs; (3) consider the differences in social consequences that would result from utilizing differing combinations of transportation modes; (5) minimize adverse social, economic and environmental impacts and costs; (6) conserve energy; (8) facilitate the flow of goods and services so as to strengthen the local and regional economy...

Guideline B. Implementation. 2: Plans for new or for the improvement of major transportation facilities should identify the positive and negative impacts on: (1) local land use patterns, (2) environmental quality, (3) energy use and resources, (4) existing transportation systems, (5) fiscal resources in a manner sufficient to enable local governments to rationally consider the issues posed by the construction and operation of such facilities.

NCP K. Transportation. Goal 1: Establish cooperative agreements to address transportation based planning, development, operation and maintenance. Policy f: The City shall coordinate with Yamhill County and the State on the development of the Newberg-Dundee Bypass.

Goal 4: Minimize the impact of regional traffic on the local transportation system. Policy b: Provide for alternate routes for regional traffic. Policy g: Minimize the use of local and minor collector streets for regional traffic through application of traffic calming measures as traffic operations and/or safety problems occur. Policy s: Special planning and efforts shall be made to retain and create livable and desirable neighborhoods near the bypass. This shall include retaining or creating street connections, pedestrian paths, recreational areas, landscaping, noise attenuation, physical barriers to the bypass, and other community features.

Goal 12: Minimize the negative impact of a Highway 99 bypass on the Newberg community.

Finding: The adopted configuration of the Phase 1 Bypass in Newberg means that there will be some adverse impacts on local and regional circulation due to the use of Springbrook Road as a primary connection to the Bypass: increased traffic along Springbrook Road, impacting residential and commercial properties; increased traffic on other city streets in the eastern part of Newberg as drivers try to avoid the Highway 99W/Springbrook Road intersection and congestion along Springbrook Road; and the reconnection of Wilsonville Road to Highway 219 for operational reasons, which will increase traffic somewhat on Wilsonville Road. Traffic modeling shows an increase of approximately 50 cars in

the PM peak hour on Wilsonville Road due to the new Bypass intersection. The Ladd Hill Neighborhood Association objected to this adverse impact on their neighborhood, and has worked with ODOT on a potential solution that would divert traffic from Wilsonville Road. However, their identified solution adversely impacts local city streets by diverting that same number of cars into out-of-direction travel and alternate routes to reach their destinations.

The city must weigh the alternatives, and filter the proposals through the lens of what is best for Newberg's local transportation and land use system, particularly considering the social, economic, and environmental impacts and costs. ODOT's proposed alternative is referred to as the "No Thru Traffic" option. Under this option, no direct connection would be provided between Wilsonville Road and the Phase 1 Bypass. Rather, the eastbound and westbound through movements would be prohibited at the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection. Travelers desiring to travel between Wilsonville Road and the Phase 1 Bypass would need to use one of these alternate routes:

- Travel northbound and use a median opening to make a U-turn on Oregon 219, or travel southbound and make a U-turn at Wynooski Road or another southbound point, and then turn at the Oregon 219/Phase 1 Bypass/Wilsonville Road traffic signal.
- Make a U-turn at the Oregon 219/Springbrook Road/Industrial Parkway traffic signal and then turn at the Oregon 219/Phase 1 Bypass/Wilsonville Road traffic signal.
- Use Springbrook Road and McKern Court (currently Wilsonville Road). The traveler could then turn left into Springbrook Estates and follow the local network to travel between Wilsonville Road and the Phase 1 Bypass. This would result in cut-through traffic in the Springbrook Estates mobile home park.
- Use Springbrook Road, Fernwood Road, Corral Creek Road, and Renne Road to travel between Wilsonville Road and Bypass.
- Travel northbound, turn right at 2nd Street, right on Springbrook Road, left onto Oregon 219, and then turn at the Oregon 219/Phase 1 Bypass/Wilsonville Road traffic signal.

From an operational standpoint, the "No Thru Traffic" option volume to capacity performance standard is about the same as the other options considered, including the currently adopted "Full Movement" option. However, there are concerns with additional out of direction travel through neighborhoods and the potential safety issues that may arise from unsafe U-turn movements on Highway 219. It is particularly concerning that travel through Springbrook Estates will be an attractive route, as that is a mobile home park with 126 units that is served by a network of narrow private drives. The city believes this to be a significant social equity issue, and that permitting cut-through traffic through this neighborhood would significantly degrade the safety and livability of this area.

According to the data, the "No Thru Traffic" option would require an estimated 50 vehicles per hour to use the alternate routes. This is the same approximate number of vehicles that would be added to Wilsonville Road (25 cars each direction) using the "Full Movement" option. Therefore, the principal issues for consideration come down to: 1) whether 50 cars an hour is a significant impact, and 2) which area should be impacted by the 50 cars – out of direction travel through Newberg/other county roads or Wilsonville Road by a direct connection.

The City Engineer and Planning Division staff have significant concerns about making changes to an intersection that may then cause impacts to safety and livability within the city, as well as the potential safety and social equity issues caused by permitting cut-through traffic through an existing mobile home

park. The “No Thru Traffic” option may also cause an increase in travel time, energy use, and potential driver frustration, which can lead to unsafe driving conditions such as speeding through neighborhoods to make up time. Yamhill County recently adopted an updated TSP, and their analysis was based on the currently adopted Phase 1 layout. The average daily trips estimated for 2016 and 2035 are both in the 3,000-6,000 range, and the overall Wilsonville Road corridor health is rated as being good both in 2016 and 2035. Based on a review of all of the data submitted, including the information submitted by the Ladd Hill Neighborhood Association, we find that there would be an adverse impact to the safety and livability of Newberg’s transportation and land use system and cannot find that Goal 12 is met by this proposed change.

SPG 13/NCP M. Energy. Goal: To conserve energy through efficient land use patterns and energy-related policies and ordinances.

Finding: The Bypass project, including Phase 1 and changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection, are intended to improve statewide and regional mobility through the area and to make existing Oregon 99W more accessible for local and regional traffic. The project will help relieve much of the substantial traffic congestion that already exists along Oregon 99W. Facilitating the smooth flow of traffic at acceptable levels of service helps conserve fuel.

AGREEMENT OF UNDERSTANDING**Newberg-Dundee Bypass Phase 1/OR 219/Wilsonville Road**

THIS AGREEMENT is made and entered into by and between the CITY OF NEWBERG, hereinafter referred to as "Newberg"; STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" CITY OF WILSONVILLE, hereinafter referred to as "Wilsonville"; YAMHILL COUNTY, hereinafter referred to as "Yamhill"; CLACKAMAS COUNTY, hereinafter referred to as "Clackamas"; and LADD HILL NEIGHBORHOOD ASSOCIATION, hereinafter referred to as "Ladd Hill" all herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. Oregon Jobs and Transportation Act of 2009 (JTA) Program, hereinafter referred to as the "JTA Program", provides funding for preservation and modernization projects chosen by the Oregon Transportation Commission (OTC). On October 21, 2009 the OTC approved funding for the first phase of the Newberg Dundee Bypass project and amended the Statewide Transportation Improvement Program (STIP) to include the project.
2. Oregon Route 99W (OR 99W), Oregon Route 18 (OR 18) and Oregon Route 219 (OR 219), are part of the state highway system under the jurisdiction and control of the OTC. Springbrook Road and Wilsonville Road are part of the city street system under the jurisdiction and control of Newberg. Wilsonville Road outside of the Newberg city limits is under the jurisdiction of Yamhill, Clackamas and Wilsonville. The first phase of the Newberg-Dundee Bypass will be temporarily routed on Springbrook Road and will affect the intersection at Wilsonville Road. This Agreement will address only those portions of the street system within the corporate limits of the City of Newberg and within Yamhill County.
3. Phase 1 of the Newberg-Dundee Bypass (Bypass) will construct two (2) lanes, one (1) in each direction of the four (4) lane Bypass between City of Newberg and City of Dundee; approximately four (4) miles in length. Phase 1 will also include required local circulation improvements needed to accommodate construction of this phase of the Bypass. The Bypass, in Phase 1, will have access points at the two ends, OR 219 in Newberg and OR 99W south of Dundee. The Bypass is designated an expressway and will operate at fifty-five (55) miles per hour. The connection at OR 99W (Dundee) is a temporary connection and may be removed when the Bypass is extended to OR 18 in City of Dayton. This Agreement will address the Project elements constructed within Newberg's corporate limits and within Yamhill County as represented in Exhibits A and B.
4. Newberg and State have entered into an agreement, COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg.
5. Yamhill and State are currently in negotiations to enter into an agreement, COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1W.

6. The City of Newberg amended its Transportation System Plan in 2013 at the request of State to reflect the approved Phase 1 Bypass which included a full movement intersection at OR 219/Phase 1 Bypass/Wilsonville Road.
7. The Parties have been discussing impacts of the Newberg-Dundee Bypass Phase 1 as it relates to the intersection design at OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road for traffic patterns and safety concerns on Wilsonville Road and Newberg's local street system through a Comprehensive Plan Text Amendment to the Newberg Transportation System Plan (CPTA-15-002). State has requested a modification to the intersection design to establish a "No Thru Traffic" option with no direct connection provided between the Newberg-Dundee Bypass Phase 1 and Wilsonville Road.
8. The Newberg Planning Commission adopted Resolution No. 2015-311 recommending that the Newberg City Council delay their vote on the Comprehensive Plan Text Amendment to the Newberg Transportation System Plan until March 2016 to allow time for all entities to meet in an effort to mitigate impacts of the final decision.

TERMS OF UNDERSTANDING

STATE

1. State agrees to the following activities related to OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road:
 - a. Identify and allocate funding by April 30, 2016 to design and building the Final Environmental Impact Statement (FEIS) Wilsonville Road Relocation shown as Exhibit A, and associated existing Wilsonville Road modifications.
 - b. Advance the design solution for Wilsonville Road that represents FEIS Wilsonville Road Relocation; see Exhibit A, which includes but is not limited to right-of-way, design and construction by July 31, 2020.
 - c. Modify the Transportation System Plan amendment for the FEIS Wilsonville Road Relocation.
 - d. Modify the construction contract for Phase 1G (Springbrook Road) to include the following:
 - i. Remove the Wilsonville Road connection to OR 219 at the OR 18 (Newberg-Dundee Bypass Phase 1) intersection by May 1, 2016.
 - ii. Retain the current Wilsonville Road alignment and connection with Springbrook Road (Exhibit B).
 - iii. Include a temporary right-in, right-out intersection for Wilsonville Road at the Wilsonville Road and Springbrook Road intersection that may include construction of a traffic median (see Exhibit B).
 - e. Construction of FEIS Wilsonville Road Relocation shall include:

- i. Removal of the temporary right-in, right-out intersection for Wilsonville Road at the Wilsonville Road and Springbrook Road intersection including the traffic median.
 - ii. Modification of Wilsonville Road south of Springbrook Road to be a cul-de-sac street.
 - iii. Working with Newberg and Yamhill to ensure access to impacted properties from the relocation of FEIS Wilsonville Road Relocation.
- f. Cooperate with Newberg to modify the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg to reflect the State's obligations in compliance with this Agreement of Understanding.
- g. Cooperate with Newberg to make necessary Newberg Comprehensive Plan and Transportation System Plan amendments in compliance with this Agreement of Understanding.
- h. Cooperate with Yamhill to execute the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 W to reflect the State obligations in compliance with this Agreement of Understanding.
- i. Cooperate with Yamhill to amend the Yamhill County Comprehensive Plan and Transportation System Plan, if necessary, to ensure compliance with this Agreement of Understanding.
- j. Submit a quarterly status report starting in May 2016 and every three months thereafter to all signatories of this Agreement (eMail is sufficient), with a courtesy copy to the Governor's Office, Parkway Committee and local State representatives, including progress on Agreement milestones, emerging issues and proposed mitigation.

NEWBERG

1. Newberg agrees to the following activities related to OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road:
 - a. Agrees to FEIS Wilsonville Road Relocation shown as Exhibit A and associated TERMS OF UNDERSTANDING, STATE 1.b., d. and e.
 - b. Not object to the modification of the Transportation System Plan amendment for the FEIS Wilsonville Road Relocation with Newberg.
 - c. Cooperate with State to modify the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg to reflect the State obligations of the Agreement of Understanding.
 - d. Cooperate with State to make necessary Newberg Comprehensive Plan and Transportation System Plan amendments in compliance with this Agreement of Understanding.

- e. Support the final draft of the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 W and any Yamhill County Comprehensive Plan and Transportation System Plan amendments, if necessary, to ensure compliance with this Agreement of Understanding.

YAMHILL COUNTY

1. Yamhill agrees to the following activities related to OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road:
 - a. Agrees to FEIS Wilsonville Road Relocation shown as Exhibit A and associated TERMS OF UNDERSTANDING, STATE 1.b., d., and e.
 - b. Cooperate with State to execute the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 W to reflect the State obligations of the Agreement of Understanding.
 - c. Cooperate with State to amend the Yamhill County Comprehensive Plan and Transportation System Plan amendments, if necessary, to ensure compliance with this Agreement of Understanding.
 - d. Support modifications of the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg and Newberg Comprehensive Plan and Transportation System Plan amendments in compliance with this Agreement of Understanding.
 - e. Not request a Compatibility Determination through the Department of Land Conservation and Development once the following conditions have been met:
 - i. ODOT has verified that the thru-thru design has been removed from the Phase 1 contract;
 - ii. ODOT has modified the Newberg Comprehensive Plan and Transportation System Plan amendment request; and
 - iii. Necessary Yamhill Comprehensive Plan and Transportation System Plan amendments consistent with FEIS Wilsonville Road Relocation have been approved by Yamhill.

WILSONVILLE

1. Wilsonville agrees to the following activities related to OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road:
 - a. Agrees to FEIS Wilsonville Road Relocation shown as Exhibit A and associated TERMS OF UNDERSTANDING, STATE 1.b., d. and e.
 - b. Support modifications of the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg, COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 W, Newberg Comprehensive Plan and Transportation System Plan amendments in compliance with

this Agreement of Understanding, and any amendments to the Yamhill County Comprehensive Plan and Transportation System Plan, if necessary, to ensure compliance with this Agreement of Understanding.

- c. Not request a Compatibility Determination through the Department of land conservation and Development once the following conditions have been met:
 - i. ODOT has verified that the thru-thru design has been removed from the Phase 1 contract;
 - ii. ODOT has modified the Newberg Comprehensive Plan and Transportation System Plan amendment request; and
 - iii. Necessary Yamhill Comprehensive Plan and Transportation System Plan amendments consistent with FEIS Wilsonville Road Relocation have been approved by Yamhill.

CLACKAMAS COUNTY

1. Clackamas agrees to the following activities related to OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road:
 - a. Agrees to FEIS Wilsonville Road Relocation shown as Exhibit A and associated TERMS OF UNDERSTANDING, STATE 1.b., d. and e.
 - b. Support modifications of the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg, COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 W, Newberg Comprehensive Plan and Transportation System Plan amendments in compliance with this Agreement of Understanding, and any amendments to the Yamhill County Comprehensive Plan and Transportation System Plan, if necessary, to ensure compliance with this Agreement of Understanding.
 - c. Not request a Compatibility Determination through the Department of Land Conservation and Development once the following conditions have been met:
 - i. ODOT has verified that the thru-thru design has been removed from the Phase 1 contract;
 - ii. ODOT has modified the Newberg Comprehensive Plan and Transportation System Plan amendment request ; and
 - iii. Necessary Yamhill Comprehensive Plan and Transportation System Plan amendments consistent with FEIS Wilsonville Road Relocation have been approved by Yamhill.

LADD HILL

1. Ladd Hill agrees to the following activities related to OR 219, OR 18 (Newberg-Dundee Bypass Phase 1) and Wilsonville Road:
 - a. Agrees to FEIS Wilsonville Road Relocation shown as Exhibit A and associated TERMS OF UNDERSTANDING, STATE 1.b., d. and e.

- b. Support modifications of the COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 City of Newberg, COOPERATIVE IMPROVEMENT AGREEMENT Oregon Route 18: Newberg-Dundee Bypass - Phase 1 W, Newberg Comprehensive Plan and Transportation System Plan amendments in compliance with this Agreement of Understanding, and any amendments to the Yamhill County Comprehensive Plan and Transportation System Plan, if necessary, to ensure compliance with this Agreement of Understanding.
- c. Not request that a local government or state agency request a Compatibility Determination through the Land Conservation and Development Department once the following conditions have been met:
 - i. ODOT has verified that the thru-thru design has been removed from the Phase 1 contract;
 - ii. ODOT has modified the Newberg Comprehensive Plan and Transportation System Plan amendment request ; and
 - iii. Necessary Yamhill Comprehensive Plan and Transportation System Plan amendments consistent with have been approved by Yamhill.

GENERAL PROVISIONS

1. This Agreement may be further refined by subsequent agreements, comprehensive plan amendments and transportation system plan amendments that clarify the purpose and intent of advancing FEIS Wilsonville Road Relocation, and the temporary Wilsonville Road and Springbrook Road connection (see Exhibits A & B), as the preferred option for the alignment of Wilsonville Road with OR 219.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its TERMS OF UNDERSTANDINGS.

Exhibits: A. Final Environmental Impact Statement (FEIS) Wilsonville Road Relocation
 B. Temporary Right In/Right Out at Springbrook Road/Wilsonville Road

CITY OF NEWBERG

Bob Andrews, Mayor

Date

OREGON DEPARTMENT OF TRANSPORTATION

Matthew Garrett, Director

Date

CITY OF WILSONVILLE

Tim Knapp, Mayor

Date

YAMHILL COUNTY

Mary Starrett, Chair

Date

CLACKAMAS COUNTY

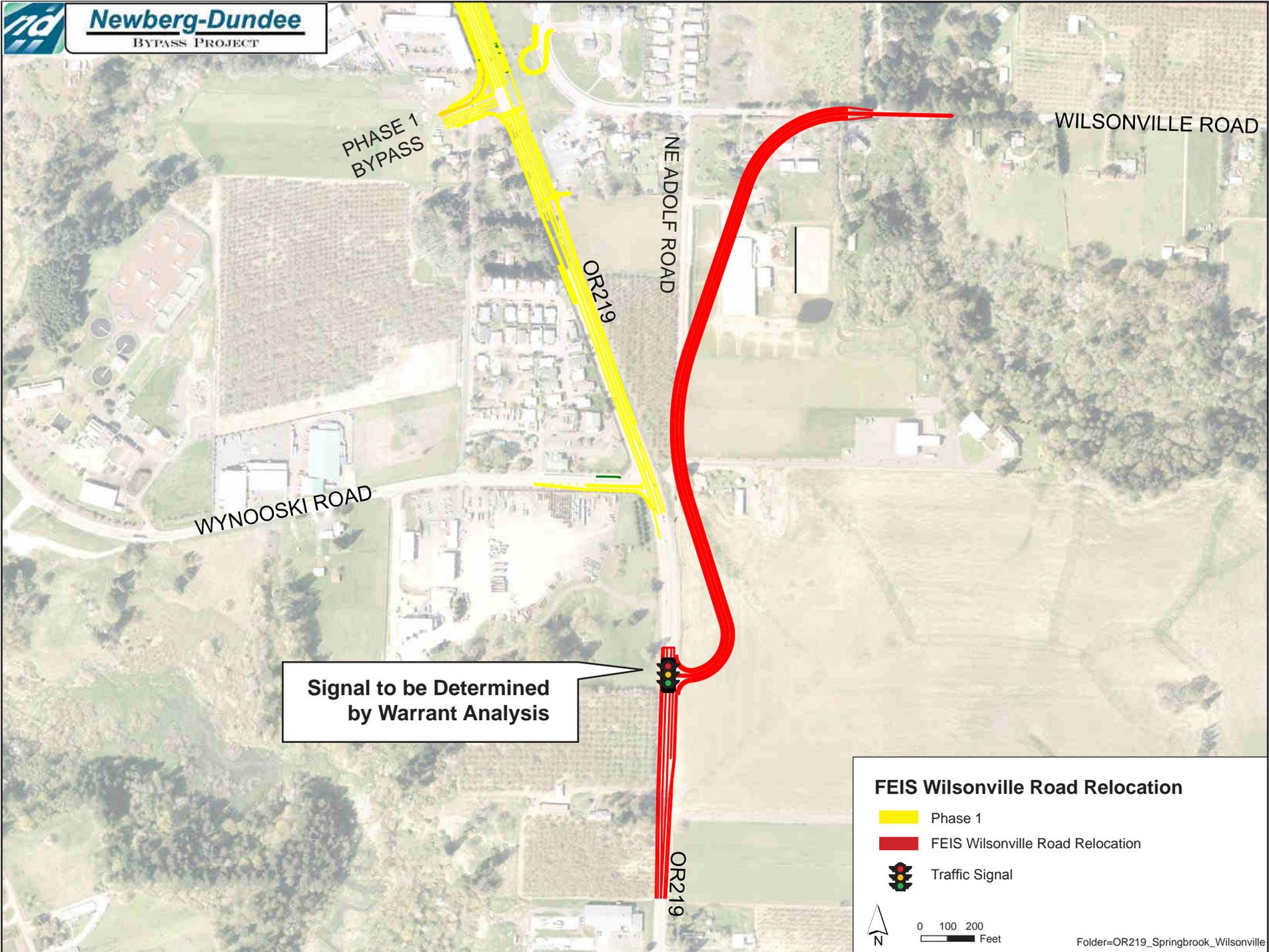
John Ludlow, Chair

Date

LADD HILL NEIGHBORHOOD ASSOCIATION

Stan Halle, Chair Bypass Impact Committee

Date



Signal to be Determined
by Warrant Analysis

FEIS Wilsonville Road Relocation

- Phase 1
- FEIS Wilsonville Road Relocation
- Traffic Signal

0 100 200 Feet

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REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: March 7, 2016

Order ___	Ordinance ___	Resolution <u>XX</u>	Motion ___	Information ___
No.	No.	No. 2016-3257, No. 2016-3263, and No. 2016-3264		

SUBJECT: New Water, Wastewater, and Stormwater Rates Effective January 1, 2017 and January 1, 2018

Contact Person (Preparer) for this Motion: Matt Zook, Finance Director

HEARING TYPE: ADMINISTRATIVE

RECOMMENDATION:

Adopt **Resolution No. 2016-3257, No. 2016-3263, and No. 2016-3264.**

EXECUTIVE SUMMARY:

The Citizens’ Rate Review Committee (CRRC) was formed by the City Council in 1992 to review and recommend utility rates (water, wastewater and stormwater) to the City Council for approval and implementation.

The Committee met in multiple meetings between October 15, 2015 and February 18, 2016 to review water, wastewater, and stormwater rates, including the Capital Improvement Program projects, operating, and maintenance costs for all the systems.

The CRRC reviewed proposed rates at their meetings. The review included:

- The Capital Improvement Plans for the water, wastewater and stormwater systems for the next five years
- Revenue and budget requirements
- Service characteristics
- Customer class characteristics
- Peak demands on the systems

The driving forces for the proposed new rates included:

- System characteristics and load requirements
- Continued operations and maintenance cost increases, reflecting general price inflation and external service cost increases (e.g., electricity and chemical costs)
- On-going repair and replacement of aging infrastructure
- New debt service requirements (wastewater only)

The following approved minutes are found on the City’s website under Archived Meetings at:

www.newbergoregon.gov/meetings/:

- Approved minutes of the CRRC meetings in 2015 from October 15, October 22, November 5, November 19, and December 3, as well as in 2016 from January 7, January 21, and February 4.

The following minutes are included in this packet:

- Approved minutes of February 4, 2016.
- Draft minutes of February 18, 2016.

The proposed rates included in each resolution are to cover the time period from January 1, 2017, through December 31, 2018. It is important to exercise clarity when discussing rate increases. When discussing rate increases, the percentage commonly discussed refers to the increase in overall projected system revenue rather than the increase in specific individual rates or individual customer bills. Thus, the rates reflected in the three resolutions are expected to generate an overall revenue increase of 3.5% in water, 4.0% in wastewater, and 9.0% in stormwater. The actual changes to the individual fixed and volume charges will differ by customer class and meter size. Further, the individual customer monthly bill will increase a different amount based on class and usage. Sample residential, commercial, and industrial monthly calculations will be included in the meeting presentation.

The rates proposed for Council approval also represent an increase in the fixed-based percentage for water from 22% currently to 27%. For the wastewater system, the proposed rates include a fixed-based percentage increases from about 32% currently to about 33% in the proposed rates.

Reflected in the water rate resolution is a decrease in the non-potable water volume rates by 28% to reflect the updated cost-of-service analysis.

During discussion about the reuse rates for CPRD, the CRRC noted that a proposed Intergovernmental Agreement (IGA) between the City and CPRD pertaining to reuse had not been executed. It was suggested by some of the committee members that the IGA with CPRD should be pursued by the City.

FISCAL IMPACT:

These recommended changes to the rates are anticipated to generate \$5.1 million in revenues in FY 2016-2017 and \$5.25 million in FY 2017-2018 in the Water Fund; \$7 million in revenues in FY 2016-2017 and \$7.3 million in FY 2017-2018 in the Wastewater Fund; and \$1.3 in revenues in FY 2016-2017 and \$1.5 million in FY 2017-2018 in the Stormwater Fund. These amounts are sufficient to cover the cost of current operation and maintenance, provide for the necessary capital projects, and meet cash flow and debt covenant requirements in their respective funds.

STRATEGIC ASSESSMENT:

It is important and necessary to raise sufficient revenues in order to properly operate and maintain the City's water, wastewater, and stormwater systems.

**CITY OF NEWBERG
CITIZENS' RATE REVIEW COMMITTEE
THURSDAY, FEBRUARY 4, 2016
6:30 PM MEETING
PUBLIC SAFETY BUILDING TRAINING ROOM (401 EAST THIRD STREET)**

I. CALL MEETING TO ORDER

The meeting was called to order at 6:30 PM.

II. ROLL CALL

Members Present:	Rick Rogers, Chair	Blair Didway, Vice Chair	Holly Bradford
	Nick Morace	Bill Rourke, Secretary	Sarah Grider
	Marilynn van Grunsven		
Staff Present:	Steve Rhodes, City Manager Pro Tem	Matt Zook, Finance Director	
	Jay Harris, Public Works Director	Kaaren Hofmann, City Engineer	
Others Present:	Deb Galardi, Galardi Consulting LLC		

III. INTRODUCTIONS

Staff and Committee members introduced themselves.

IV. PRESENTATION BY STAFF AND CONSULTANT

Deb Galardi, Galardi Consulting LLC, gave a history and objectives of the Citizen Rate Review Committee. Those objectives were: revenue sufficiency, encourage efficient use of resources, equity between new and existing users, and cost recovered in proportion to use. This was a three step rate setting process, including a financial plan, cost of service analysis, and rate design. The financial plan identified cash flow projections over 5-10 year periods. She explained the financial plan drivers and current rate pressures in Newberg.

City Engineer Kaaren Hofmann discussed the system requirements and gave highlights of the water, wastewater and stormwater Capital Improvement Programs. The water system CIP included system planning, water storage, supply, and transmission/distribution projects. The wastewater system CIP included treatment, pumping, collection, and planning projects. The stormwater system CIP included a Design Manual update, drainage upgrades, and maintenance/regulatory requirement projects. The City was looking at \$10 million for wastewater projects, \$3.6 million for water projects, and \$2.9 million for stormwater projects over the next five years. She gave highlights of the system operation costs. The City was doing more with less as time went on.

Ms. Galardi explained the water system, wastewater system, and stormwater system revenue increases. The recommended annual rate revenue increase for water was 3.5%. The increase was needed for inflation to keep pace with cost increases. It was significantly lower than what had been forecasted two years ago. For the wastewater system, the recommended annual rate revenue increase was 4%. The rates were being raised to increase revenue to fund the debt service and deferred maintenance. The recommended annual rate increase for stormwater was 9% for capital improvement projects. What impacted customer bills was the overall revenue increase of the system, cost of service analysis, and rate design. The Committee recognized the fact that while 75% to 80% of the costs were fixed, the City had historically been recovering a small portion of the total revenue from fixed charges. In order to enhance revenue stability and long term rate stability, the goal had been

to increase incrementally the revenue from the fixed charges. For water rates, the recommendation was to increase revenue from fixed charges from 23% to 27%. The average residential bill for water for those that consumed 700 cubic feet of water per month would be a \$1.02 increase in the first year and \$1.47 in the second year. The charges were based on the customer classes, which was industry standard practice to charge customers based on how they used water. It was recommended to increase the revenue from fixed charges for wastewater from 32% to 33%. For wastewater, there had been some shifting of cost to the service charge as the service charge recovered significantly more of the overall revenue than volume charges. The average bill for the residential customer using 5.19 cubic feet per month would increase \$2.52 in the first year and \$2.61 in the second year. Commercial classes paid different rates due to their wastewater strength and pollutant load. The stormwater rate was a fixed charge per equivalent dwelling unit. The proposed increase was \$0.78 for the first year and \$0.85 for the second year. The combined residential monthly bill would increase \$4.32 for the first year and \$4.92 for the second year. The bills depended on the class of the user and how much they consumed or discharged. This was about a 4% increase in bills. She gave examples of commercial and industrial bills as well. Utility rates had not tended to track well with the Consumer Price Index because they were different types of goods. Nationally the increases were outpacing inflation. Newberg had significant rate increases over the last five years, but it was not out of line nationally, which was an average increase of 41% on a combined utility bill and Newberg was at 33%. She gave a comparison of communities in Oregon of similar size which showed Newberg was on the higher end. However, the cities that were lower in cost would continue to have more significant increases. There was one customer who received non-potable water for irrigation purposes and that rate was set based on a different methodology that recognized the specific cost of that system and shared the capital costs between potable and non-potable users. There were two components for the non-potable rate, operations and maintenance and capital for a total of \$3.13 per 100 cubic feet. This was a reduction from the previous \$3.52 rate. This rate was 47% of what an irrigation customer paid currently or 75% of the system average customer paid for potable water. The non-potable rate was 28% of the potable rate for monthly base charges. The non-potable system was paying their share of debt service through the volume rates and did not receive the same increases in the base charges as the potable customers. The non-potable user paid 11% of the total debt service, which was about \$70,000.

Finance Director Matt Zook said the publication that went out in the paper had a scrivener's error in the wastewater rate. The service charge line was blank and he explained what should have been on the line. The rates would be republished in advance of the City Council's public hearing.

V. PUBLIC HEARING

Proponents:

Janelle Nordyke, resident of Newberg, said it was important to have reserves and have incremental increases. She noticed that what was published in the paper showed the second year of increases, and the service charge for potable water and non-potable water did not increase and she wondered why.

Ms. Galardi explained the service charge did not increase because the shift to the fixed rate happened in the first year and was maintained at the 27% the second year.

Opponents:

Branden Thompson, Chehalem Parks and Recreation District, discussed the non-potable rates. CPRD provided many programs to the community and maintained three parks owned by the City for no charge and paid the water bill to irrigate those parks. As a government agency, any fees charged that were more than reasonable unduly burdened the agency and ultimately the community it served by restricting the resources available to the district. From the beginning of the recycled water program, CPRD had been a willing participant because it was a benefit to the tax payers, environment, and City of Newberg. Using recycled water allowed the City to reduce the amount of warm water released into the river and reduced the fines paid to DEQ to dump the water. Using the golf course as a filter cleaned and cooled the water so it had less harmful effect to fish in the river. The

recycled water system had not been managed in a way that maximized potential users and allowed the City to maximize recovery of the cost. By allowing CPRD to remain the sole user, the City failed to realize the full benefit of the system. The nearest provider of recycled water was Clean Water Services in Tualatin, and the highest rate they charged for Class A water was \$1 per ccf. Currently CPRD was charged \$3.52 per ccf. He thought it was fair and equitable to reduce their rate to \$1. Anything above that was putting an unreasonable burden on CPRD.

Jim McMaster, Chehalem Parks and Recreation District, said they had 26 meters in their district, which was a \$5,800 fixed increase for water. He did not think the fixed rate gave incentive to conserve water. The water rates did go down a little bit, but were coming back up. He did an experiment at one of the parks and shut down a meter for the entire summer. There was no public reaction. If the rates continued to increase, he thought more people would shut down their meters. He wanted to bring to their attention that as rates went up, people used less, which in turn increased rates.

Don Clements, Superintendent of the Chehalem Parks and Recreation District, shared why the golf course was important to the community. The golf course added a minimum of \$50,000 per lot price increase for the City. It also was a reason people moved to Newberg. They were a business and the water rates increased their fees by \$6 which was not competitive with other golf courses. The correct fee for CPRD would be between \$1 and \$1.50.

Don Loving, Chair of the Chehalem Parks and Recreation District Board, thought the recycled water was a great advantage to the City and helped eradicate the fines the City was paying to DEQ for dumping the water into the river. It was a win win for the District and City. However the City had failed to expand the system and expected CPRD to carry the full financial load. This was something the Board had been concerned about since 2007. There was no justification for what they were being charged.

Scott Essin, resident of Newberg and City Councilor, declared a potential conflict of interest as he was a consultant for the Chehalem Parks and Recreation District. He would not be participating on this subject when it came before the Council. He helped program the water sprinkler system at the golf course and reduced their cost of water. The 2010 plan said the cost to the users for the capital improvements would be 33% and of those users the golf course would not be the only one. A fair amount for the golf course would have been 15% and they needed to find other reuse customers. He thought they could find more customers in the Greens Homeowners Association and water users to the north that could connect to the golf course line.

CE Hofmann said as part of the Water Master Plan update, they would be looking at the reuse system and potential customers.

Undecided:

Robert Soppe, resident of Newberg, would like increases to be kept at a minimum, but he recognized the reality of the need to properly fund the departments. In a 2015 report regarding inflow and infiltration, the projects were listed as needing \$300,000 to \$600,000 over the next ten years. In tonight's presentation it was listed as \$1.75 million. He was surprised on the January 4 Council agenda that the Wastewater SDC fund was in such poor state that the Water fund had to cover its expenses. There was \$4.3 million allocated to the Dayton Avenue Pump Station and the cost was being shouldered by all users, not just those who were benefitted by it. He suggested changing the approach to those who benefitted from the facility paid for the facility. There was a shift in the cost burden from volume towards fixed charges, and the justification was stability. He thought it was more appropriate to follow the policy of revenues being related to expenses. There were fixed expenses and volume related expenses and they should drive the rates, not stability. There were different classes of water because of the different types of users with different peak to average ratios. Since the water was metered each month, why not charge according to the actual usage rather than a ratio. He hoped the committee would address that in the future. In 2008, the CRRC and Council agreed the Springs users would pay 50% of a \$700,000

project. The debt had not been paid, and the Council forgave that debt. Was the Committee made aware of that decision and the impact to the water fund? When the reuse system went in, they were told repeatedly that CPRD was happy with what had been worked out as far as rates. He had learned that was not an accurate statement. Also at that time it was clear there was only going to be one customer for the foreseeable future.

CE Hofmann said regarding the difference between the inflow and infiltration 2015 report and the amount of money needed in the plan currently, it was because staff came back with different scenarios for different rates as the CRRC thought staff's original rate increase was too high. They ended up with a 4% rate which did not have the amount of money in every fiscal year because they had to reduce capital projects to fit in with the rate. Regarding debt service being paid through SDCs, SDCs had not been coming in as they had been forecasted in the past. However there was existing debt service that had to be paid regardless. For the last couple of years money had been transferred from the water rates fund to the water SDC fund to pay the debt service that was attributed to growth. Regarding the Dayton Avenue Pump Station, the pump station served a large portion of the southern and western area of the City. It was a policy decision whether or not to only have citizens who benefitted pay for it. Regarding the Springs, it was not addressed specifically that the debt had been forgiven. It was a smaller revenue amount moving forward.

VI. COMMITTEE DISCUSSION

Mr. Rourke said some capital improvement projects were being put off because the rates had been reduced and he asked for a summary of the projects that were being put off.

Ms. van Grunsven sympathized with the non-potable water issue. The fixed costs had to be paid and she hoped that a solution could be found.

Mr. Didway clarified not all of the capital improvement projects in the future were being rolled into graphs.

CE Hofmann said the projects she discussed that night would be done in the next five years, and the rates were only for the next two years. It was a projection of what they would need, but as they moved through the budget process, the numbers and projects could be moved around as well. The Water Conservation Plan was another master plan that was required by the State to do every ten years. The next one was due in 2017.

Ms. Grider had seen CPRD's frustration, but Clean Water Services was able to provide a more corporatized rate than what Newberg could provide. She was not comfortable with readjusting the rates to increase them to help the golf course, especially for a service that not very many people were able to access.

Ms. Bradford agreed regarding the non-potable water. She would like to see more options for more users so CPRD's rates would go down. They provided a great service to the community and they should try to help them as best as they could.

Mr. Morace agreed something needed to be done for the non-potable water, but he was not sure what.

Mr. Rourke was concerned about the capital improvement projects that had been taken out as it committed a future CRRC and Council to extra increases. It was an example of poor planning. He supported higher rate increases. Regarding the non-potable water, there was a plan seven years ago to have more than one customer but they never pulled it off. Because of their failure to implement that plan, it resulted in an unfair burden for the one customer to cover all the cost. He did not like the idea of the water bill going up, but it seemed fairer than imposing the full cost on CPRD. Did the CIPs include reuse pipe?

CE Hofmann said no, that was what would come out of the Water Master Plan update. She then listed the projects that had been deferred.

Public Works Director Jay Harris discussed the possibility of extending the reuse pipe from the CPRD pond and pipes. He thought a reservoir would need to be constructed for that. The idea would be considered in the Water Master Plan update work. It had to be planned out well where new customers and pipe should go. The master plan for the reuse system in 2005 was only conceptual and the goal was to get the golf course built and meet DEQ requirements. What they needed most was year round users.

There was discussion regarding the possibility of bringing the reuse pipes to the Greens neighborhood.

Mr. Didway thought there should be an alternative plan if they did not get more customers. He asked if the reuse water was meeting the treatment requirements for what they were using it for. He thought they were losing a lot of water in the pond due to evaporation. Staffing levels had gone down, and he asked if it was in the best interest of the management of the system.

Chair Rogers said the non-potable water rate was a decrease of 11%, from \$3.52 to \$3.13.

PWSD Harris said there was evaporation from ponds. The reuse system did not run 24 hours a day, and they filled up the pond and then piped the water from there. The golf course chose to have the pond instead of use a tank source. The maintenance of the system would be analyzed in the master plan update. A stormwater FTE was added in the last rate review process. With approval of the proposed rates, some of the deteriorating pipes would be replaced. The equipment and materials had improved so they did not need as many employees. The water met the treatment requirements, but it was restricted to specific uses.

CE Hofmann said they produced Class A water, which was the highest level of effluent reuse.

Chair Rogers asked about the impact on rates if the non-potable capital costs were taken out. Ms. Galardi said it would be a 1.4% increase in the potable water rates, which would make them go from 3.5% to 4.9% for one year.

Chair Rogers hoped staff would look closely at ways to make the reuse system work and add more reuse pipe where possible. He would like to know what portion of the revenue from rates was the total City budget. He also wanted to know the possible increase in the City budget for the next fiscal year.

VII. NEXT STEPS IN PROCESS

The next CRRC meeting would be held on February 18. The Committee would be making a recommendation to the City Council at that meeting.

VIII. ADJOURNMENT

The meeting adjourned at 8:30 PM.

Approved by the Citizen's Rate Review Committee on this 18th day of February, 2016.

 2-18-16

Citizens' Rate Review Committee Recording Secretary

 2-18-16

Citizens' Rate Review Committee Chair

coming more from wastewater than water. If the budget allocation of debt was taken out of the non-potable rates, and only on the potable water rates, it would reduce the non-potable capital rate from \$1.39 to \$0.72 per 100 cubic feet. That would provide 6% of the total debt, and potable water would be paying 22% of the debt. The total non-potable rate had already been reduced to \$3.13 from \$3.52, and with this modification to the capital component, the rate would be reduced to \$2.51. That rate would be comparable to the potable customer, irrigation customer, and public agency customer.

Chair Rogers discussed the Intergovernmental Agreement between the City of Newberg and the Chehalem Parks and Recreation District. The agreement gave the intent for the use of the non-potable water, but the agreement was never signed by CPRD. Under the compensation, it said the City would charge CPRD and CPRD would pay for the Otis Springs water and/or the reclaimed water used by CPRD at the current irrigation water rate and in the future at a rate that might be amended from time to time by the City or rates specifically established for Otis Springs water and/or the reclaimed water. Historically this was what happened, they paid the irrigation rate and in the future it was amended. He thought the Committee should recommend to the City Council that the agreement be signed.

Ms. Grider asked if CPRD received a copy of the agreement at the time. Public Works Director Jay Harris said typically a project would not be started without a signed agreement. The issues CPRD had at the time were not addressed, and the agreement had not been signed.

Ms. Galardi continued with her presentation. No other changes had been made to the rates. The potable water rate did continue the past practice of moving some of the revenue recovery from the volume charges to the fixed charges, and in this case it went from 23% to 27%. The overall revenue increase was 3.5%. For an average residential bill using 700 cubic feet of water per month, it would be an increase of \$1.02 in the first year and \$1.47 in the second year. For wastewater, the revenue increased from fixed charges to about 33% from 32%. For an average residential bill using 5.19 ccf per month, it was an increase of \$2.52 for the first year and \$2.61 the second year. For stormwater, the rate was per equivalent dwelling unit. Residential bill charges would increase \$0.78 for the first year and \$0.85 for the second year. The combined bill impact was a 3.8% increase in the first year and a 4.2% in the second year, which meant an increase of \$4.33 in the first year and \$4.92 in the second year. She explained the bill impact for commercial and industrial customers, which had larger increases because they used more water and wastewater and had larger impervious areas. It would be a 4% increase for commercial customers for both years and for industrial customers it would be a 5% increase in the first year and a 4% increase in the second year. The next step was to hold a City Council public hearing on March 7.

There was discussion regarding the fixed rate and volume rate and impacts of the increases to the low volume rate customers.

2. Other reports, letters, or correspondence

Finance Director Matt Zook said there were three submittals for the Committee to discuss.

Chair Rogers said there was written testimony from Tony Roos who commented on capital improvement projects. There was a letter from Don Clements, CPRD Superintendent, regarding non-potable rates, and a letter from Scott Essin who included background information on the reuse rates.

V. PUBLIC COMMENTS

Scott Essin, Newberg resident and City Councilor, had resigned his position as analyst with CPRD and he could testify without conflict of interest. He had submitted the background information so the Committee would have all the information he had concerning the reuse rates. In that information, there were some

statements about the anticipated percentage of water costs the Council expected returned, which was 60 to 70% of potable water. He also pointed out the golf course project cost \$5.5 million and the reuse water project cost \$8 million with \$4 million in interest. CPRD had an 18% cost for water, and the average golf course was 5%. CPRD wanted what was good for the community, but the question was who should pay for the water because it was not drinking water, but wastewater that was made into irrigation water. The park system had a \$20 million swimming pool and sports complex going in which was not being funded by the City. Out of that \$20 million, \$1 million would be paid in SDCs. CPRD also provided the Cultural Center, parks and trails, and programming for the City. They were a benefit to the City of Newberg. It was not fair to expect them to pay half of the reuse project and CPRD would not be able to expand the golf course with the current rates.

Robert Soppe, Newberg resident, said if the Committee accepted that fixed costs for water were 75 to 80% of the total cost, what policy was it that kept them from recommending rates that reflected that? The most challenging issue that night was rates for non-potable water. He thought the Committee should focus on the charge they were given by the Council and by their policies, which was to charge based on the cost of service. The reasons for reducing the rate which could be dismissed easily based on the Committee's charge were: the positive contribution the golf course provided to the community, Newberg's rates were significantly higher than in other areas, the financial benefit to the wastewater system that the reuse system provided by avoiding fines, and the reduced impact in our wells and our water rights. There were some factors that should be considered toward the appropriate rates for non-potable water. These were: fixed and volume costs, infrastructure debt, and lack of additional customers. The share of debt service paid by the non-potable rates was decreasing and was off-set by the increase in the share paid by potable water users. He suggested considering carefully how appropriate it was to charge the potable water users. It was critical to look at the user's alternatives to purchasing non-potable water from the City.

Don Clements, Superintendent of the Chehalem Parks and Recreation District, discussed the IGA. They had several IGAs with the City and other governmental agencies. When this IGA came up, there were a lot of issues. CPRD and the City held meetings on the IGA, there was a change in City Manager, and they were told to come to the CRRC to discuss it further. CPRD had approached the City about reuse water in 2004/2005 and was told no. They started the golf course project in 2006, hooked up to regular City water, and paid \$30,000 to \$50,000 in SDCs. Then the City suggested using the Springs water and then later suggested using reuse water. CPRD had little input in the reuse project, but was in support of it as it was an asset to the community. Unfortunately with the turn-over of City staff, the projections did not come about like they thought it would and CPRD was stuck. They resented it, but tried to live up to their fiduciary responsibility to do what was fair and right. He hoped in the future they would be able to sign the IGA, but the CPRD Board would not sign a blank check. Whatever CPRD had accomplished, it was because the citizens had allowed it and supported it.

There was discussion regarding the costs for Otis Springs, reuse pipe to the Allison which was not connected and would be a multi-million dollar project to connect it, temperature requirement for non-potable water going into the river, fixed vs. variable rates, and distributing costs among all users.

Chair Rogers asked what portion of revenue to the City these rates represented.

FD Zook said it was 35-40% of the entire City's budget.

VI. CONTINUED BUSINESS

1. Committee discussion of water, wastewater, and stormwater rates with motion

Ms. van Grunsven thought citizens should help pay for non-potable water. Part of the ambiance of Newberg was low crime and part of that was having recreation. If CPRD thought they could not run a golf

course and had to bow out, it would hurt the City overall. For now citizens could pay for the rates and the City could work on a solution in the future so the rate payers would not have to continue to fund it, but the users could fund it.

Ms. Grider said CPRD entered into the agreement for reuse water as an investment and there was good faith that the City would find more customers. The City dropped the ball on follow through and oversight. She thought the City should fund some of the costs going forward for the non-potable water.

Ms. Bradford agreed some of the funds should be diverted and not paid by CPRD. In the long run they needed to find a better solution.

Mr. Morace concurred that the City dropped the ball and should help. He was not convinced that charging the potable water customers more was the correct way to go about it. The decrease in the rate was a good start, but it needed to be looked at again in the next cycle.

Mr. Rourke also agreed with those who had spoken, although he thought the City was paying for part of the non-potable costs. He was glad the impact of the reduction was small and the rates of the other users did not have to be raised. He was in support of reducing the rate more in the next cycle.

Chair Rogers said the \$2.51 rate was a 28% decrease. He also was pleased to know there was not much impact in terms of the overall picture. Mr. Essin said they were targeting a rate of somewhere between 60 and 70% of potable water. He thought the \$2.51 was 65% of the residential potable water rate. If that was the original agreement, it closely hit it. The Council needed to look at the agreement in detail and there needed to be a signed agreement. The non-potable water was important and there should be more effort to expand the system, get more customers, and look into the other options. Grade A non-potable water could be used for.

Mr. Rourke was not comfortable with the rate structure that postponed capital improvement projects that were critically important, especially for wastewater. He was concerned about moving the tough decisions off down the road when they were harder to fix.

Ms. Grider thanked the staff for their work on this.

MOTION: Grider/van Grunsven moved to recommend to the City Council the rates for water, wastewater, and stormwater for the respective dates as shown in Exhibit A. Motion passed (5 Yes/ 1 No [Rourke]).

City Engineer Kaaren Hofmann said regarding postponing capital improvement projects, what was proposed could be lived with for the next two years. When the group came together the next time, there might be projects that could significantly raise the rates. The Wastewater Master Plan update would be done in 2017. The Stormwater Master Plan update was completed in 2014 and the Water Master Plan update was currently underway. A Water Conservation Master Plan would also be done in 2017.

VII. FINAL STEPS IN PROCESS

There would be a City Council public hearing on March 7 regarding the proposed rates.

VIII. ADJOURNMENT

The meeting adjourned at 7:45 PM.

Approved by the Citizen's Rate Review Committee on this ?? day of ??, 201?.

Citizens' Rate Review Committee Recording Secretary

Citizens' Rate Review Committee Chair

UNAPPROVED



RESOLUTION No. 2016-3257

**A RESOLUTION ADOPTING NEW MONTHLY WATER RATES FOR THE
CITY OF NEWBERG EFFECTIVE JANUARY 1, 2017 AND JANUARY 1, 2018**

RECITALS:

1. Newberg Municipal Code Chapter 13.15 governs the city of Newberg water system and the adoption of city water rates, fees and charges.
2. The Citizens' Rate Review Committee (CRRC) met January 7, 2016, and January 21, 2016, to review water system rates and system attributes, including the Capital Improvement Program and the system operating and maintenance costs.
3. The review also included the modification of the water rate structure by increasing the fixed cost charge portion for the service charges. That fixed portion allocation will change from the current 22% to an estimated 27% under the proposed rates.
4. The CRRC held a Town Hall meeting and Public Hearing on the proposed monthly charges on February 4, 2016, and approved their final rate change recommendations to City Council on February 18, 2016.
5. The CRRC recommends changes to the monthly water charges based on their analysis of current and future anticipated water fund needs.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. Effective on the respective dates as outlined in Exhibit A, the monthly water service rates shall consist of charges as shown on the attached Exhibit A, which is hereby attached and by this reference incorporated.
2. Rates for any other water use, not explicitly provided for in this resolution, shall be established by the finance director to conform as close as practical to the charges established herein. Such charges shall be reviewed by the City Council.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: March 8, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 7th day of March, 2016.

Sue Ryan, City Recorder

ATTEST by the Mayor this 8th day of March, 2016.

Bob Andrews, Mayor

**Exhibit A to
Resolution No. 2016-3257**

Monthly Water Rates			
Customer Class	Current Through Dec 31, 2016	Effective Jan 1, 2017	Effective Jan 1, 2018
Service Charge (\$/Month)	\$1.93	\$2.18	\$2.18
Meter Charge (\$/Month)			
3/4"	\$11.78	\$12.48	\$12.95
1"	\$20.03	\$21.22	\$22.02
1-1/2"	\$38.87	\$41.18	\$42.74
2"	\$62.43	\$66.14	\$68.64
3"	\$117.80	\$124.80	\$129.50
4"	\$196.73	\$208.42	\$216.27
6"	\$392.27	\$415.58	\$431.24
8"	\$627.87	\$665.18	\$690.24
10"	\$981.27	\$1,039.58	\$1,078.74
Nonpotable Meter Charge (\$/Month)			
4"	\$55.24	\$56.34	\$57.47
8"	\$173.82	\$177.30	\$180.84
Volume Charge (\$/ccf)			
Residential	\$3.85	\$3.86	\$4.00
Multifamily	\$3.15	\$3.16	\$3.27
Commercial	\$3.75	\$3.81	\$3.94
Industrial	\$3.95	\$4.01	\$4.15
Irrigation	\$6.69	\$6.96	\$7.20
Outside City	\$5.78	\$5.79	\$6.01
Public Agency	\$3.88	\$3.97	\$4.11
Non-Potable	\$3.52	\$2.51	\$2.51



RESOLUTION NO. 2016-3263

A RESOLUTION ADOPTING NEW MONTHLY WASTEWATER RATES FOR THE CITY OF NEWBERG EFFECTIVE JANUARY 1, 2017 AND JANUARY 1, 2018

RECITALS:

1. Newberg Municipal Code Chapter 13.10 governs the city of Newberg wastewater system and the adoption of the wastewater rates, fees and charges.
2. The Citizens' Rate Review Committee (CRRC) met November 19, 2015, and December 3, 2015, to review wastewater system rates and system attributes, including the Capital Improvement Program and the system operating and maintenance costs.
3. The review also included the modification of the wastewater rate structure by increasing the fixed cost charge portion for the service charges. That fixed portion allocation will change from the current 32% to an estimated 33% in the proposed rates.
4. The CRRC held a Town Hall meeting and Public Hearing on the proposed monthly charges on February 4, 2016, and approved their final rate change recommendations to City Council on February 18, 2016.
5. The CRRC recommends changes to the monthly wastewater charges based on their analysis of current and future anticipated wastewater fund needs.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. Effective on the respective dates outlined below, the monthly wastewater service charges shall be as follows:

Monthly Wastewater Rates			
Customer Class	Current Through Dec 31, 2016	Effective Jan 1, 2017	Effective Jan 1, 2018
Service Charge (\$/Month)	\$20.66	\$21.20	\$22.41
Multifamily Unit Charge	\$18.24	\$18.59	\$19.73
Volume Charge (\$/ccf)			
Single Family	\$8.19	\$8.57	\$8.84
Multifamily	\$8.19	\$8.57	\$8.84
Commercial - 1	\$8.19	\$8.57	\$8.84
Commercial - 2	\$10.02	\$10.52	\$10.85
Commercial - 3	\$16.37	\$17.26	\$17.79
Industrial	\$10.02	\$10.52	\$10.85
Outside City	\$8.19	\$8.57	\$8.84

2. Rates for any other wastewater use, not explicitly provided for in this resolution, shall be established by the finance director to conform as close as practical to the charges established herein. Such charges shall be reviewed by the City Council.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: March 8, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 7th day of March, 2016.

Sue Ryan, City Recorder

ATTEST by the Mayor this 8th day of May, 2016.

Bob Andrews, Mayor



RESOLUTION No. 2016-3264

A RESOLUTION ADOPTING NEW MONTHLY STORMWATER RATES FOR THE CITY OF NEWBERG EFFECTIVE JANUARY 1, 2017 AND JANUARY 1, 2018

RECITALS:

1. Newberg Municipal Code Chapter 13.20 governs the stormwater system and the adoption of the stormwater rates, fees, and charges.
2. The Citizens’ Rate Review Committee (CRRC) met October 22, 2015, and November 5, 2015, to review stormwater system rates and system attributes, including the Capital Improvement Program and the system operating and maintenance costs.
3. The CRRC held a Town Hall meeting and Public Hearing on the proposed monthly charges on February 4, 2016, and approved their final rate change recommendations to City Council on February 18, 2016.
4. The CRRC recommends changes to the monthly stormwater charges based on their analysis of current and future anticipated stormwater fund needs.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. Effective on the respective dates outlined below, the monthly stormwater service rates shall be as follows:

Monthly Stormwater Rates			
Customer Class	Current Through Dec 31, 2016	Effective Jan 1, 2017	Effective Jan 1, 2018
<i>Service Charge (\$/EDU/Month)</i>	<i>\$8.67</i>	<i>\$9.45</i>	<i>\$10.30</i>

An EDU (Equivalent Dwelling Unit), as defined by Newberg Municipal Code Section 13.20.020, means a configuration of development, or impervious surfaces on a parcel, deemed to contribute an amount of runoff to the city’s stormwater system equal to that runoff created and contributed to the system by the average single-family residential parcel.

2. Adjustments or reductions of the fee can be made upon application of the owner of developed property to the city engineer and upon certification by the city engineer that the owner or the property meets one or more of the criteria established in Newberg Municipal Code Section 13.20.080.

3. Rates for any other stormwater use, not explicitly provided for in this resolution, shall be established by the finance director to conform as close as practical to the charges established herein. Such charges shall be reviewed by the City Council.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: March 8, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 7th day of March, 2016.

Sue Ryan, City Recorder

ATTEST by the Mayor this 8th day of March, 2016.

Bob Andrews, Mayor

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: March 7, 2016

Order ___ No.	Ordinance <u>XX</u> No. 2016-2796	Resolution ___ No.	Motion ___	Information ___
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SUBJECT: TSP amendment to change the road and lane configuration of southbound Oregon Highway 219 consistent with the refined construction plans for the Phase 1 Bypass

Contact Person (Preparer) for this Motion: Jessica Pelz, AICP
Dept.: Community Development
File No.: CPTA-15-002

HEARING TYPE: **LEGISLATIVE** **QUASI-JUDICIAL** **NOT APPLICABLE**

RECOMMENDATION: Adopt Ordinance No. 2016-2796, amending the Newberg Transportation System Plan to change the road and lane configuration of southbound Oregon Highway 219 from north of the Springbrook Road/Industrial Parkway intersection through the Phase 1 Bypass/Wilsonville Road intersection consistent with the refined construction plans for the Phase 1 Bypass.

EXECUTIVE SUMMARY: The Oregon Department of Transportation (ODOT) submitted an application to the City of Newberg for a proposed Transportation System Plan (TSP) amendment to change the road and lane configuration of southbound Oregon 219 from north of the Springbrook Road/Industrial Parkway intersection through the Phase 1 Bypass/Wilsonville Road intersection. This change is necessary due to further refinement of the construction plans for the Phase 1 Bypass and to address traffic safety concerns. The changes include removing one of the proposed southbound through lanes on Oregon 219 and one of the proposed southbound right turn lanes onto the Phase 1 Bypass.

During the final Phase 1 Bypass design process, ODOT reviewed all roadway lane and design configurations presented in the Final EIS Preferred Alternative to make sure all design and operational standards and practices were adhered to and followed. ODOT final design staff reviewed the intersection design and lane configuration on Oregon 219 between Springbrook Road and the Phase 1 Bypass/Wilsonville Road and identified traffic safety concerns due to the substandard merge and weave distance (about 1,000 feet) between the two intersections. These concerns centered on Springbrook Road southbound traffic turning left onto Oregon 219 from the dual left turn lanes being in the correct lane to either enter the Phase 1 Bypass or continue south on Oregon 219. ODOT's analysis showed that with two through lanes and two left turn lanes, vehicles could get trapped in the wrong lane and have to make multiple merges to get into the correct lane. There is not enough distance between the two intersections to perform these movements safely. The solution was to remove one southbound travel lane and right turn on Oregon 219, create a dedicated right turn lane onto the Phase 1 Bypass, and direct left-turning vehicles into the correct left turn lane with signage further north on Springbrook Road.

ODOT performed a traffic analysis to understand how reducing the number of lanes affected the traffic performance of the affected intersections. The analysis showed the following:

- The Oregon 219/Springbrook Road/Industrial Parkway intersection would operate at a v/c ratio of 0.75 in the opening year of Phase 1 of the Bypass. This complies with ODOT's mobility standard of 0.80 for the intersection.
- The Oregon 219/Phase 1 Bypass/Wilsonville Road intersection would operate at a v/c ratio of 0.76 in the opening year of Phase 1. This exceeds ODOT's performance standard of 0.65 for this new intersection (as defined by the Highway Design Manual, HDM); however, the intersection would

meet the Oregon Highway Plan (OHP) v/c standard of 0.80 for this section of Oregon 219. ODOT felt that the safety benefits associated with minimizing lane changes along Oregon 219 outweighed the need to comply with the HDM standard.

Based on the refined evaluation of operations and safety, ODOT modified the design for Phase 1 to reflect one southbound lane on Oregon 219 rather than the two originally included in the FEIS. Staff concurs with this assessment and supports this proposed amendment. The proposed amendment will facilitate safe and convenient vehicular circulation and reduce potential accidents due to the substandard merge and weave.

FISCAL IMPACT: There is no direct fiscal impact to the City. However, in addition to the safety benefits, the Final Design Alternative also requires less right-of-way than the FEIS Alternative, thereby reducing the overall costs associated with the Phase 1 construction.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL GOALS): Adoption of the proposed TSP amendment will help meet City Council Goal 5: “Maintain and modernize the City’s transportation and utilities infrastructure.”

ATTACHMENTS:

1. Planning Commission Resolution No. 2015-310
2. ODOT application materials (Note: The original ODOT application is for two amendments; the second amendment related to the Wilsonville Road/Phase 1 Bypass/Oregon Highway 219 intersection will come before the City Council at a later date. Please disregard information about that second proposed amendment in the application materials.)
3. City Engineer comments to ODOT application package (Note: The City Engineer’s comments are for two amendments; the second amendment related to the Wilsonville Road/Phase 1 Bypass/Oregon Highway 219 intersection will come before the City Council at a later date. Please disregard information about that second proposed amendment in the comments.)

Ordinance No. 2016-2796 with:

Exhibit “A”: Final Design Alternative

Exhibit “B”: Findings



ORDINANCE No. 2016-2796

AN ORDINANCE AMENDING THE NEWBERG TRANSPORTATION SYSTEM PLAN TO CHANGE THE ROAD AND LANE CONFIGURATION OF SOUTHBOUND OREGON HIGHWAY 219 CONSISTENT WITH THE REFINED CONSTRUCTION PLANS FOR THE PHASE 1 BYPASS

RECITALS:

1. The Oregon Department of Transportation (ODOT) submitted an application to the City of Newberg for a proposed Transportation System Plan (TSP) amendment to change the road and lane configuration of southbound Oregon 219 from north of the Springbrook Road/Industrial Parkway intersection through the Phase 1 Bypass/Wilsonville Road intersection.
2. During the final Phase 1 Bypass design process, ODOT identified traffic safety concerns due to the substandard merge and weave distance on Oregon 219 between Springbrook Road and the Phase 1 Bypass/Wilsonville Road intersection. ODOT's analysis showed that with two through lanes and two left turn lanes, vehicles could get trapped in the wrong lane and have to make multiple merges to get into the correct lane, and there is not enough distance between the two intersections to perform these movements safely.
3. Based on the refined evaluation of operations and safety, ODOT modified the design for Phase 1 to remove one southbound travel lane and right turn on Oregon 219, create a dedicated right turn lane onto the Phase 1 Bypass, and direct left-turning vehicles into the correct left turn lane with signage further north on Springbrook Road. The proposed amendment will facilitate safe and convenient vehicular circulation and reduce potential accidents due to the substandard merge and weave.
4. The Newberg Planning Commission adopted Resolution No. 2015-310 recommending that City Council approve the requested amendment. After proper notice, the Newberg City Council held a hearing on March 7, 2016 to consider the proposed amendment.

THE CITY OF NEWBERG ORDAINS AS FOLLOWS:

1. The Transportation System Plan is hereby amended as shown in Exhibit "A", Final Design Alternative. Adoption of the amendment is based upon the findings in Exhibit "B". Exhibits "A" and "B" are hereby adopted and by this reference incorporated.

➤ **EFFECTIVE DATE** of this ordinance is 30 days after the adoption date, which is: April 6, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 7th day of March, 2016, by the following votes: **AYE:** **NAY:** **ABSENT:** **ABSTAIN:**

Sue Ryan, City Recorder

ATTEST by the Mayor this 10th day of March, 2016.

Bob Andrews, Mayor



PLANNING COMMISSION RESOLUTION 2015-310

A RESOLUTION RECOMMENDING CITY COUNCIL ADOPT A TRANSPORTATION SYSTEM PLAN AMENDMENT TO CHANGE THE ROAD AND LANE CONFIGURATION OF SOUTHBOUND OREGON HIGHWAY 219 FROM NORTH OF THE SPRINGBROOK ROAD/INDUSTRIAL PARKWAY INTERSECTION THROUGH THE PHASE 1 BYPASS/WILSONVILLE ROAD INTERSECTION

RECITALS:

1. During the final Phase 1 Bypass design process, the Oregon Department of Transportation (ODOT) identified traffic safety concerns due to the substandard merge and weave distance (about 1000 feet) on Oregon 219 between Springbrook Road and the Phase 1 Bypass/Wilsonville Road intersection. ODOT's analysis showed that with two through lanes and two left turn lanes, vehicles could get trapped in the wrong lane and have to make multiple merges to get into the correct lane, and there is not enough distance between the two intersections to perform these movements safely.
2. Based on the refined evaluation of operations and safety, ODOT modified the design for Phase 1 to remove one southbound travel lane and right turn on Oregon 219, create a dedicated right turn lane onto the Phase 1 Bypass, and direct left-turning vehicles into the correct left turn lane with signage further north on Springbrook Road.
3. The proposed amendment will facilitate safe and convenient vehicular circulation and reduce potential accidents due to the substandard merge and weave. In addition to the safety benefits, the Final Design Alternative also requires less right-of-way than the FEIS Alternative, thereby reducing the overall costs associated with the Phase 1 construction.
4. After proper notice, the Newberg Planning Commission held a hearing on December 10, 2015 to consider the proposal.

NOW THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Newberg that it recommends the City Council adopt the proposed Transportation System Plan amendment as shown in Exhibit "A", Final Design Alternative. This recommendation is based on the staff report, the findings in Exhibit "B", and testimony.

Adopted by the Newberg Planning Commission this 14th day of January 2016.

ATTEST:

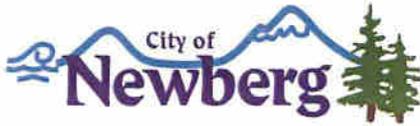


Planning Commission Chair



Planning Commission Secretary

Attached:
Exhibit "A": Transportation System Plan amendment
Exhibit "B": Findings



TYPE IV APPLICATION (LEGISLATIVE AMENDMENTS) -- 2015

OFFICE USE ONLY:	(Pre-Application Conference is Optional for Type 2)
Total App. Fee: _____	File #: _____ Project
Cost: _____	
Less Pre-App Fee: _____	Date: _____

TYPES – PLEASE CHECK ALL THAT APPLY:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Comprehensive Plan Text Amendment | <input type="checkbox"/> Comprehensive Plan Map (Large Areas) Amendment |
| <input type="checkbox"/> Development Code Text Amendment | <input type="checkbox"/> Zoning Map (Large Areas) Amendment |

APPLICANT INFORMATION:

APPLICANT: Oregon Dept. of Transportation, Region 2
 ADDRESS: 885 Airport Rd. SE, Bldg. P, Salem, OR 97301-4788

GENERAL INFORMATION:

PROJECT NAME: Newberg Dundee Bypass, Phase 1G PROJECT LOCATION: Newberg, OR
 PROJECT DESCRIPTION/USE: Widen Oregon 219, Springbrook Road and Wilsonville Road
 MAP/TAX LOT NO. (i.e. 3200AB-400): R3221 2200 ZONE: M-2 SITE SIZE: _____ SQ. FT. ACRE:
 COMP PLAN DESIGNATION: Industrial TOPOGRAPHY: Flat
 CURRENT USE: Vacant
 SURROUNDING USES:
 NORTH: Vacant right-of-way SOUTH: Residential
 EAST: Wilsonville Rd. right-of-way WEST: Oregon 219 right-of-way

SPECIFIC PROJECT CRITERIA AND REQUIREMENTS ARE ATTACHED

General Checklist:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Fees | <input type="checkbox"/> Noticing Information | <input type="checkbox"/> Site Development Plan (12 reduced, 2 full sized) |
| <input checked="" type="checkbox"/> Criteria Response | <input type="checkbox"/> Owner Signature/Letter of Consent | <input type="checkbox"/> Title Report |

Design Review Checklist:

- | | | |
|--|---|--|
| <input type="checkbox"/> Site Analysis Diagram | <input type="checkbox"/> Architectural Drawings | <input type="checkbox"/> Landscape Plan |
| <input type="checkbox"/> Existing Features/Natural Landscape | <input type="checkbox"/> Drives/Parking/Circulation | <input type="checkbox"/> Drainage |
| <input type="checkbox"/> Buffering/Screening | <input type="checkbox"/> Signs/Graphics | <input type="checkbox"/> Exterior Lighting <input type="checkbox"/> Trash/Refuse Storage |
| <input type="checkbox"/> Roadways/Utilities | <input type="checkbox"/> Traffic Study | <input type="checkbox"/> Special Needs for Handicapped |

Preliminary Plat for Partition/Subdivision Checklist:

- | | |
|---|--|
| <input type="checkbox"/> Reproducible Final Plat (3 sets) | <input type="checkbox"/> Preliminary Plat File No. |
| <input type="checkbox"/> Preliminary Approval Conditions | <input type="checkbox"/> Phasing Plan (optional) |

Minor Design Review: Duplex, Comm/Ind Checklist:

- | | | |
|---|--|--|
| <input type="checkbox"/> Vicinity Map | <input type="checkbox"/> Tentative Plan | <input type="checkbox"/> Architectural Drawings (optional) |
| <input type="checkbox"/> Landscape/Fencing Plan | <input type="checkbox"/> Existing Features/Natural Landscape | <input type="checkbox"/> Roadways/Utilities/Drainage |
| <input type="checkbox"/> Proposed CCRs | <input type="checkbox"/> Traffic Study | <input type="checkbox"/> Phasing Plan (optional) |

Variance Checklist:

- | | |
|---|---|
| <input type="checkbox"/> Landscape Plan | <input type="checkbox"/> Signs/Graphics |
|---|---|

The above statements and information herein contained are in all respects true, complete, and correct to the best of my knowledge and belief. Tentative plans must substantially conform to all standards, regulations, and procedures officially adopted by the City of Newberg. All owners must sign the application or submit letters of consent. Incomplete or missing information may delay the approval process.

Kelly Amador 9-2-15
 Applicant Signature Date

 Owner Signature Date

Kelly Amador
 Print Name

 Print Name

Attachments: General Information, Fee Schedule, Criteria, Checklists

Newberg Dundee Bypass Transportation System Type IV Application (Legislative Amendments)

This document includes a description of the proposed Newberg Transportation System Plan (TSP) amendment and the criteria response for the amendment. There are no proposed text changes to the TSP, and the two figures included in this amendment request will replace those previously adopted as part of the 2013 TSP amendment.

Background

This plan amendment application is before the Newberg Planning Commission and the Newberg City Council to authorize changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection as part of Phase 1G of the Newberg Dundee Bypass Project (Bypass). In late 2013, the Newberg City Council and Planning Commission approved Ordinance No. 2013-2766 to amend the Newberg TSP to reflect the Phase 1 alignment of the Newberg Dundee Bypass in east Newberg. The TSP amendment covered connecting Wilsonville Road to the Oregon 219/Phase 1 Bypass intersection. It also included discussion of improvements to the Oregon 99W/Springbrook Road intersection, widening of Springbrook Road, widening of Oregon 219, and adding a right turn lane to Wyooski Road; these were already part of the Newberg TSP. The 2013 TSP Amendment included the number of lanes on specific roads and at improved intersections. The lane configuration on Oregon 219 has been changed during the preparation of final design plans, therefore a TSP amendment is needed to reflect the project as it will be constructed.

During the 2013 TSP Amendment approval process, the Ladd Hill Neighborhood Association (LHNA) provided written and verbal testimony against the TSP amendment to reconnect Wilsonville Road to Oregon 219 at the Phase 1 Bypass intersection. LHNA, Clackamas County, and the City of Wilsonville have expressed concerns that a through movement connection would raise the potential for increased traffic on Wilsonville Road. The group believes Wilsonville Road will be used as a new route to get to I-5 from Oregon 219 in Newberg and that the additional traffic will cause additional safety problems along Wilsonville Road between Newberg and Wilsonville..

Following approval of the TSP amendment in 2013, ODOT and LHNA have continued to investigate solutions to the LHNA concerns regarding the use of Wilsonville Road as a new route to get to I-5 from Oregon 219 in Newberg. Clackamas County and the City of Wilsonville have also continued to express similar concerns about increased traffic on Wilsonville Road to ODOT and support development of a reasonable design alternative that limits traffic on Wilsonville Road. As noted in the last TSP amendment, the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection is an interim connection that is within the footprint of the Bypass and the Oregon 219 Interchange as shown in the Newberg Comprehensive Plan and TSP. When the full Bypass and Oregon 219 Interchange are built in a future phase, Wilsonville Road will be rerouted south to connect to Oregon 219 near Wyooski Road. The Oregon 219/Phase 1 Bypass/Wilsonville Road intersection will remain in place until such time as the Bypass and the Oregon 219 Interchange are funded and constructed.

Transportation System Plan Amendment

This TSP amendment application reflects changes to the road and lane configuration of Oregon 219 north of the Springbrook Road intersection through the Wilsonville Road intersection made in the ODOT final roadway design process and changes to the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection. The changes include:

1. Remove one of the proposed southbound through lanes on Oregon 219 and remove one of the proposed southbound right turn lanes (between Springbrook Road and the Phase 1 Bypass). (See Figure 1.)

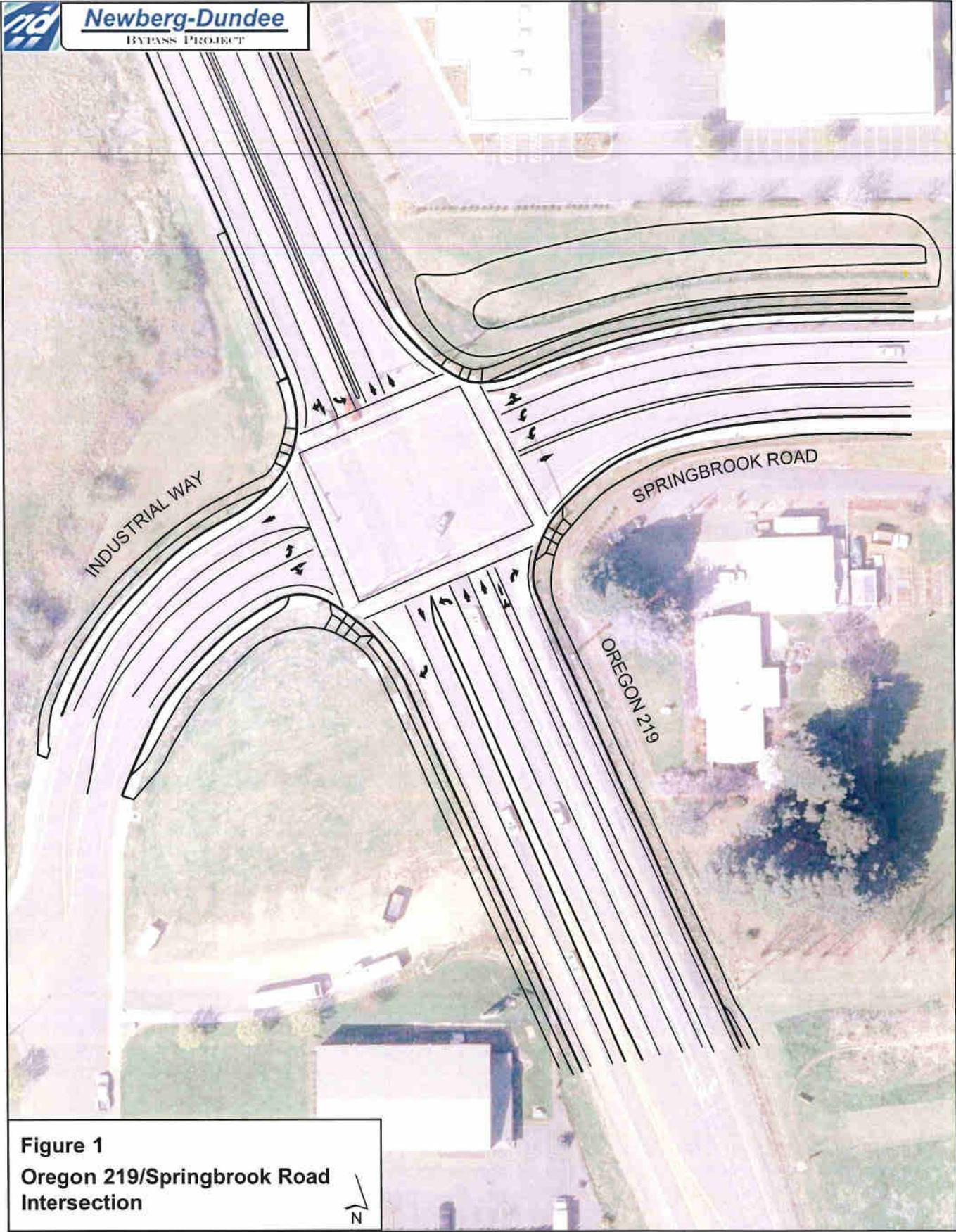
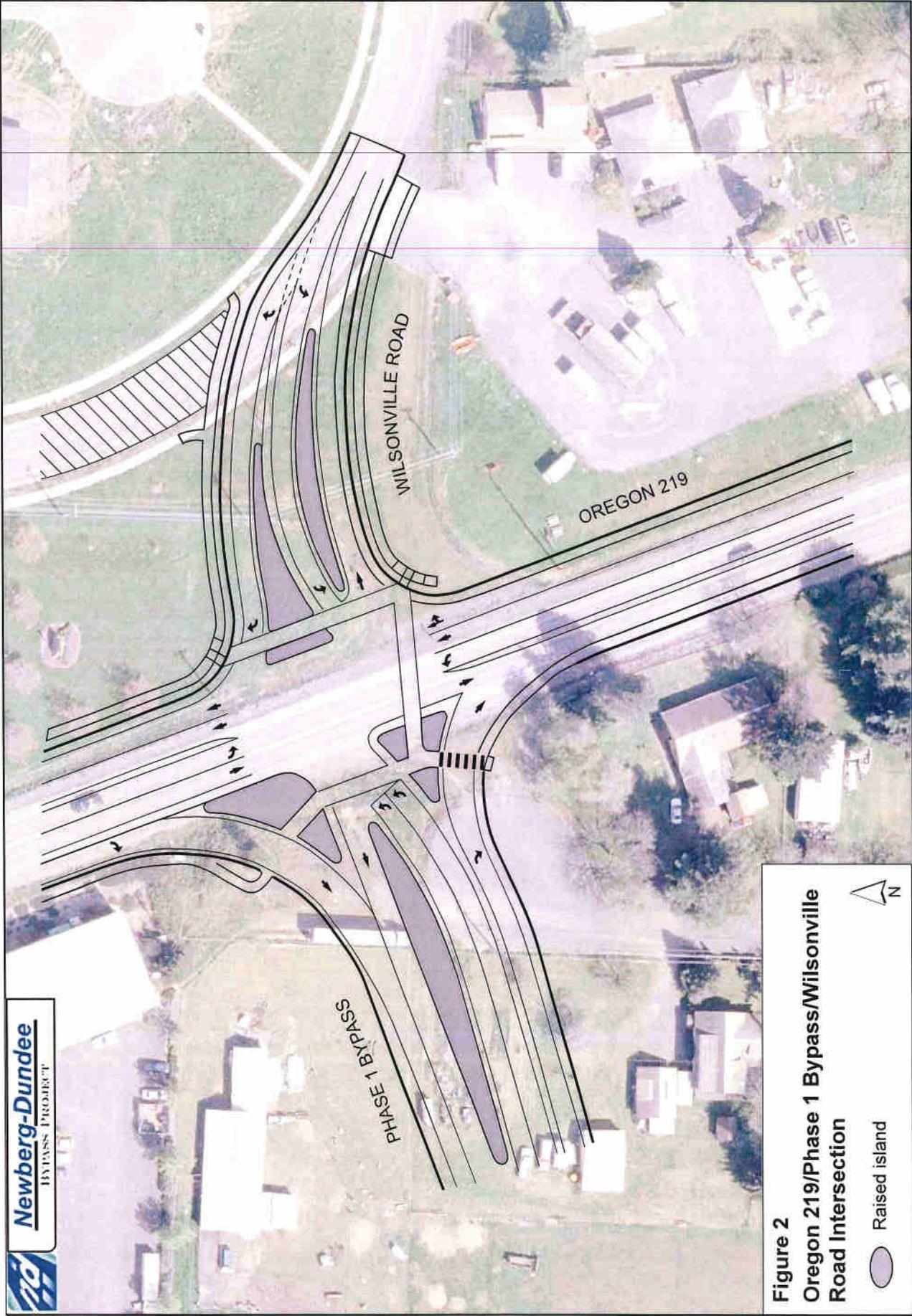


Figure 1
Oregon 219/Springbrook Road
Intersection



Newberg-Dundee
BYPASS PROJECT

Figure 2
Oregon 219/Phase 1 Bypass/Wilsonville
Road Intersection

○ Raised island

↑ N

2. Change the intersection design of the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection to a “No Thru Traffic” design. With the “No Thru Traffic” design, westbound traffic on Wilsonville Road could only turn right or left onto Oregon 219, and eastbound traffic on the Phase 1 Bypass could only turn right or left onto Oregon 219. (See Figure 2.)

Removal of Southbound Through Lane and One Right Turn Lane on Oregon 219

During the final design process, ODOT reviewed all roadway lane and design configurations presented in the Final EIS Preferred Alternative to make sure all design and operational standards and practices were adhered to and followed. ODOT final design staff reviewed the intersection design and lane configuration on Oregon 219 between Springbrook Road and the Phase 1 Bypass/Wilsonville Road. Traffic safety concerns were identified due to the substandard merge and weave distance (about 1000 feet) between the two intersections. These concerns centered on Springbrook Road southbound traffic turning left onto Oregon 219 from the dual left turn lanes being in the correct lane to enter the Phase 1 Bypass or continue south on Oregon 219. ODOT's analysis showed that with two through lanes and two left turn lanes, vehicles could get trapped in the wrong lane and have to make multiple merges to get into the correct lane. There is not enough distance between the two intersections to perform these movements safely. The solution was to remove one southbound travel lane and right turn on Oregon 219, create a dedicated right turn lane onto the Phase 1 Bypass, and direct left-turning vehicles into the correct left turn lane with signage further north on Springbrook Road.

As the new Oregon 219 lane configuration was developed, a traffic analysis was performed to understand how reducing the number of lanes affected the traffic performance of the Oregon 219/Springbrook Road intersection. The Oregon Highway Plan (OHP) volume to capacity performance standard of this existing intersection is 0.80. The volume to capacity ratio of the revised intersection design is 0.94 in the opening year of the Phase 1 Bypass. The performance of the intersection exceeds the ODOT performance standard by about 10 percent. The higher volume to capacity ratio is a result of increased travel demand on the Oregon 219 southbound approach to the Oregon 219 intersection with Springbrook (see Attachment A).

ODOT evaluated trade-offs between traffic operations and safety relative to the intersection mobility performance standard. ODOT decided that traffic operation and safety concerns were more important to address in the intersection design than the performance standard of the intersection. The June 16, 2015, Traffic Signal Approval letter (see Attachment A) states that “These modifications are part of the Newberg – Dundee By-pass Project (ODOT Key No. 17099). They are necessary to accommodate traffic routed over Springbrook Road as an interim segment of the Bypass until such time in the future the final east phase of the bypass is constructed.” The revised intersection design also reduced right-of-way impacts along Oregon 219 and reduced the overall cost of Phase 1G. The original design with two southbound through lanes and two southbound right turn lanes would have caused a number of business displacements and/or building modifications in the industrial park west of Oregon 219 between the Springbrook Road and Phase 1 Bypass/Wilsonville Road intersections.

Phase 1 Bypass/Wilsonville Road at Oregon 219 Intersection “No Thru Traffic” Design

Following approval of the TSP amendment in 2013, ODOT and LHNA have continued to investigate solutions to the LHNA concerns regarding Wilsonville Road. In early 2015, ODOT and LHNA developed a “No Thru Traffic” design for the Oregon 219/Phase 1 Bypass/Wilsonville Road intersection. With the “No Thru Traffic” design, westbound traffic on Wilsonville Road could only turn right or left onto Oregon 219 and eastbound traffic on the Phase 1 Bypass could only turn right or left onto Oregon 219. No direct traffic movements between the Phase 1 Bypass and Wilsonville Road would be allowed with the redesigned intersection. ODOT and LHNA have designed the “No Thru Traffic” to stay within existing right of way and meet ODOT design standards. Channelization of the intersection is achieved by adding a number of raised medians and islands to the intersection design.

A traffic analysis was performed to understand the traffic performance of “No Thru Traffic” design. The ODOT volume to capacity performance standard of this intersection is 0.65. The performance standard reflects the requirements in the ODOT Highway Design Manual (HDM) for new intersections added to the state highway system. The volume to capacity ratio of the “No Thru Traffic” design is 0.67 in the opening year of the Phase 1 Bypass. If the intersection was in place today, the OHP volume to capacity performance standard would be 0.80. While the “No Thru Traffic” design slightly exceeds the HDM performance standard, it is well within the OHP performance standard in 2017, the opening year of the Phase 1 Bypass. The intersection performance analysis is attached (see Attachment B).

In conclusion, ODOT requests approval of a TSP amendment to enable construction of the Phase 1 Bypass modifications described herein. ODOT will work with the City after completion of the Newberg TSP update to address the performance standards at the Oregon 219 intersections with both Springbrook and Wilsonville Roads and at several other state highway intersections elsewhere within Newberg that are not expected to meet the current OHP mobility standards in 2035. Following City adoption of the updated TSP, ODOT will prepare a package of alternative mobility standards to submit to the Oregon Transportation Commission (OTC) for adoption into the OHP. This change in the OHP will establish new mobility performance standards that match ODOT's and the City's expectations for transportation system performance in 2035. These expectations will be based on local and regional population and employment growth forecasts and implementation of the transportation system improvements that are identified in the updated TSP as reasonably likely to be constructed during the 20-year planning horizon given existing and anticipated funding constraints.

ODOT commits, with the City's assistance, to continue, to monitor the performance of the local street network along the Bypass route. If deficiencies above the anticipated impact of this amendment are identified, ODOT further commits to pursuit of a project as appropriate mitigation for that impact.

Consistency with Statewide Planning Goals, City of Newberg Comprehensive Plan, and Newberg Transportation System Plan

Statewide Planning Goals

The proposed TSP and related Comprehensive Plan map amendments are consistent with all applicable Statewide Planning Goals.

The goals identified below are the only Statewide Planning Goals applicable to the changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection. Goals not identified do not apply.

A. *Goal 1 (Citizen Involvement)*

Goal 1 requires the opportunity for citizens to be involved in all phases of the planning process. Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in its acknowledged comprehensive plan and land use regulations.

The City of Newberg Comprehensive Plan requires the city maintain a Citizen Involvement Program that offers citizens the opportunity for involvement in all phases of the planning process. Compliance with these regulations results in compliance with Goal 1.

B. *Goal 2 (Land Use Planning), Part I*

Goal 2, Part I requires that actions related to land use be consistent with acknowledged comprehensive plans of cities and counties. It is specifically noted that the City of Newberg updated the Comprehensive Plan to include the Newberg Dundee Bypass and Phase 1 realignment of Wilsonville Road.

Goal 2, Part I also requires coordination with affected governments and agencies, evaluation of alternatives, and an adequate factual base. In developing the changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection, ODOT engaged in coordination efforts with planners, officials, and other representatives of Newberg through review of ODOT Final Design plan sets at the Design Acceptance Package (30%), Preliminary Plan (60%), and Advanced Plan (90%) phases.

E. Goal 5 (Open Spaces, Scenic and Historic Areas, and Natural Resources)

Goal 5 requires local governments to adopt programs to protect natural resources and conserve scenic, historic, and open space resources for present and future generations as provided in the Oregon Department of Land Conservation and Development's Goal 5 administrative rule, OAR 660, Division 23.

Under OAR 660-023-0250(3)(b), local governments are not required to apply Goal 5 in post-acknowledgment plan amendment proceedings unless the amendment affects a Goal 5 resource to allow new uses that could be conflicting uses with a particular significant Goal 5 resource site. The changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection do not impact any resource sites inventoried and designated as significant under Goal 5. Therefore, Goal 5 does not apply.

F. Goal 6 (Air, Water and Land Resources Quality)

Goal 6 addresses the quality of air, water, and land resources. In the context of a comprehensive plan amendment, a local government complies with Goal 6 by explaining why it is reasonable to expect that the proposed uses authorized by the plan amendment will be able to satisfy applicable federal and state environmental standards, including air and water quality standards. The changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection will not affect air quality in Newberg and will impact water resources by adding a smaller amount of impervious surface to the watershed area than the 2013 TSP amendment.

The changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection are necessary to ensure safe and efficient traffic operation in the first step (Phase 1) of implementing the Bypass project. The Bypass project is an approved project in the City of Newberg's acknowledged TSP and Comprehensive Plan and will improve air quality by substantially relieving traffic congestion in Newberg. Water quality impacts will be mitigated by stormwater treatment facilities included in Phase 1G. This amendment will facilitate implementation of Phase 1 and is consistent with the City's TSP and Comprehensive Plan findings of compliance with Goal 6.

H. Goal 8 (Recreational Needs)

Goal 8 provides for local governments to meet the recreational needs of the citizens of Oregon. The Bypass project, including the changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection, will further Goal 8 objectives by improving access to recreational destination areas such as the Oregon coast, Yamhill County wineries, and the Spirit Mountain Casino. The proposed road realignment will not impact existing park or recreational lands.

I. Goal 9 (Economic Development)

Goal 9 requires local governments to adopt comprehensive plans and policies that "contribute to a stable and healthy economy in all regions of the state." The City of Newberg's Comprehensive Plan has been acknowledged to comply with Goal 9. The Phase 1 Bypass project, including the changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville

Road intersection will improve mobility and accessibility generally, and freight movement in particular, throughout the Newberg-Dundee urban area, thus resulting in substantially reduced congestion and fewer hours of delay.

J. Goal 10 (Housing)

Goal 10 applies inside urban growth boundaries. The changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection is within land zoned as medium-density residential and industrial and there are no impacts to housing. Therefore, this action is consistent with Goal 10.

L. Goal 12 (Transportation)

Goal 12 requires local governments to "provide and encourage a safe, convenient, and economic transportation system." Goal 12 is implemented through the Transportation Planning Rule (TPR), OAR 660, Division 12. The Newberg Dundee Bypass Project is an approved project in the City of Newberg's acknowledged TSP. The changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection reflect final design decisions that are necessary to address traffic operation and safety to implement Phase 1G of the project. The TPR addresses project development activities. Changes in the number of travel lanes and intersection performance standards are not land use decisions. The changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection are consistent with Goal 12 and with the TPR requirements. ODOT will address intersection performance on Oregon 219 by application of alternative mobility standards as part of Newberg TSP update process.

M. Goal 13 (Energy Conservation)

Goal 13 directs cities and counties to manage and control land and uses developed on the land to maximize the conservation of all forms of energy, based on sound economic principles.

The Bypass project, including Phase 1 and changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection, are intended to improve statewide and regional mobility through the area and to make existing Oregon 99W more accessible for local and regional traffic. The project will help relieve much of the substantial traffic congestion that already exists along Oregon 99W. Facilitating the smooth flow of traffic at acceptable levels of service helps conserve fuel.

Compliance with City of Newberg's Comprehensive Plan and Transportation System Plan

In addition to compliance with applicable statewide planning goals, TSP amendments must comply with applicable local comprehensive plan policies (including relevant policies in adopted transportation system plans) and with applicable standards in local land use regulations.

The findings below address only those policies and associated actions that are directly applicable to the changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection.

A. Citizen Involvement

Policy A, Citizen Involvement, notes that the City of Newberg will continue to implement an ongoing citizen involvement program that provides residents with the opportunity to be involved in all phases of the planning process. For the changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection, the city will provide public notice to affected property owners, opportunities for testimony at public hearings, and appeal of local decisions.

B. Land Use Planning

The goal is to maintain an ongoing land use planning program to implement statewide and local goals. The program shall be consistent with natural and cultural resources and needs.

The changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection are consistent with the land use planning goal because it will help implement Phase 1 of the Bypass which is an approved project in the Newberg TSP and Comprehensive Plan.

H. The Economy

The goal is to develop a diverse and stable economic base.

The Phase 1 Bypass Project, including the changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection, will improve mobility and accessibility generally, and freight movement in particular, throughout the Newberg Dundee urban area, thus resulting in substantially reduced congestion and fewer hours of delay. This supports the goal of developing a diverse and stable economic base.

M. Energy

Goal M, Energy, is to conserve energy through efficient land use patterns and energy-related policies and ordinances.

The Bypass project, including Phase 1, including the changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection, are intended to improve statewide and regional mobility through the area and to make existing Oregon 99W more accessible for local and regional traffic. The project will help relieve much of the substantial traffic congestion that already exists along Oregon 99W and will conserve fuel.

There is a public need for a change of the kind in question.

The public need for this amendment is only to clarify changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection that occurred as part of the final design project development process.

The need will be best served by changing the classification of the particular piece of property in question as compared with other available property.

There is no reclassification of the property in question. The action is entirely within the Newberg city limits and urban growth boundary.

Newberg TSP Text Change Proposal

There are no proposed text changes to the TSP, and the two figures included in this amendment request will replace those previously adopted as part of the 2013 TSP amendment.

Attachment A

OR 219 at Springbrook/Industrial Parkway

FEIS Build - Dual Through lanes on southbound approach
 ODOT Build - Current Design Configuration

Cycle length - 110 seconds - Each option optimized
 2016 v/c ratio

Standard	Intersection	Eastbound		Westbound		Northbound		Southbound		
		Left	Thru/Rt	Left	Thru/Rt	Left	Thru	Left	Thru/Rt	
No Build @	0.66	0.65	0.27	0.74	0.15	0.04	0.74	0.19	0.29	0.61
FEIS build	0.69	0.57	0.23	0.66	0.05	0.11	0.86	0.4	0.27	0.79
ODOT Build	0.94	0.57	0.23	0.84	0.05	0.14	0.67	0.4	0.15	1.18

@ - Volumes for Southbound Thru are about 350 vehicles less than any of the build options.

From Analysis file - not memo reported

In Standard
 Over Standard
 Over Capacity

Queue Lengths - Simulation - 5 runs (feet)

Configuration	Cycle Length	Eastbound		Westbound		Northbound		Southbound					
		Left	Thru/Rt	Left	Thru/Rt	Left	Thru	Left	Thru/Rt				
Link length	-----	100	1042	425	2300	300	310	1256	1256	360	360	5013	150 +/-
ODOT Build	110 sec	86	101	445	533	198	22	286	287	420	144	3615	185
	Acceptable ?	Yes	Yes	Yes **	Yes	Yes	Yes	Yes	Yes	Yes ***	Yes	NO ****	Yes **
ODOT Build	120 sec	90	96	399	416	181	16	286	296	492	126	3136	151
	Acceptable ?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes ***	Yes	NO ****	Yes
ODOT Build	145 sec	91	99	444	555	186	17	317	318	358	122	1392	144
	Acceptable ?	Yes	Yes	Yes **	Yes	Yes	Yes	Yes	Yes	Yes	Yes	NO ****	Yes

Yes
 Yes **
 Yes ***
 NO ****

Queues are within the link length
 While queue is long, it is within 1 or 2 vehicle lengths
 Queues spill outside of lane, but only about 5-6 can lengths
 Long queue even though it fits on the link



I N T E R O F F I C E M E M O

TECHNICAL SERVICES
Traffic-Roadway Section
Office Phone: (503) 986-3568
Fax: (503) 986-3749

DATE: June 16, 2015

File Code: Hwy 140, MP 21.60

TO: Dorothy Upton, P.E.
Region 2 Traffic Engineer

FROM: Bob Pappe, P.E., P.L.S. 
State Traffic/Roadway Engineer

SUBJECT: **Traffic Signal Modifications
OR 219 @ Springbrook Road/Industrial Drive
City of Newberg
Yamhill County**

We have reviewed your request for signal modifications at the intersection of OR 219 (Hillsboro – Silverton Hwy) and Springbrook Road/Industrial Drive in Yamhill County. The proposed modifications consist of dual left turn lanes from Springbrook Road and an additional through lane on OR 219 northbound. The existing U-Turn on OR 219 from the southbound left turn lane will remain in place. These modifications are part of the Newberg – Dundee By-Pass Project (ODOT Key No. 17099). They are necessary to accommodate traffic routed over Springbrook Road as an interim segment of the Bypass until such time in the future the final east phase of the bypass is constructed.

In accordance with OAR 734-20-0410, your request is approved. The approval is based on our review of the information your office submitted. The approval has the following stipulations:

- The design and operation will be according to the **Manual on Uniform Traffic Control Devices** (2009 edition), **ODOT'S Traffic Signal Policy and Guidelines**, and **ODOT's Traffic Signal Design Manual**.
- Lane configuration and phasing shall be designed according to the attached Preliminary Signal Operations Design Reports signed by the Region Traffic Operations Engineer.
- This office must approve the final signal design plans.

If you have concerns or questions regarding this approval, please contact Craig Black at 503-986-3576.

CB/lbm

Attachment: Preliminary Signal Operations Design Reports

Electronic Copies to:
Craig Black, Traffic Operations
Angela Kargel, Region 2 Traffic Manager

Scott Cramer, Traffic Standards
Julie Infante, Region 2 Traffic



Preliminary Signal Operations Design (Revision 2)

Region 2
Traffic Unit
Phone: (503) 986-2826

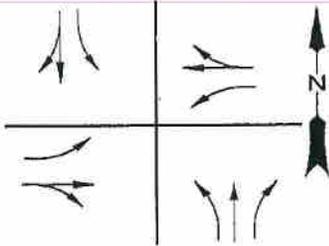
Project: Newberg-Dundee Bypass (Phase IG)
Location: OR 219 at Springbrook Rd/Industrial Way
Highway: OR 219 Hillsboro-Silverton
Project- **Signal Modification**

Key #: 17099
City: Newberg
Hwy No: 140

Date: 09/23/14
County: Yamhill
Mile Point: 21.60

Existing Information

Lane Configuration



Crosswalks

- North Approach
- South Approach
- East Approach
- West Approach

Traffic Control

- 2-Way Stop
- All-Way Stop
- Signalized

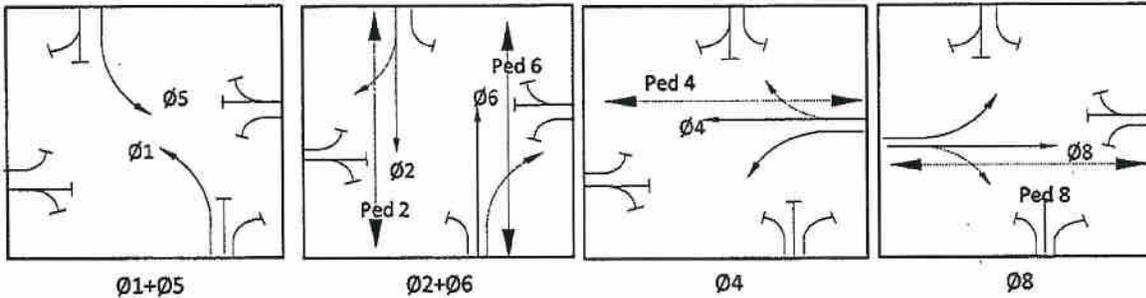
Bike Lanes

- North Approach
- South Approach
- East Approach
- West Approach

Posted Speed Limit

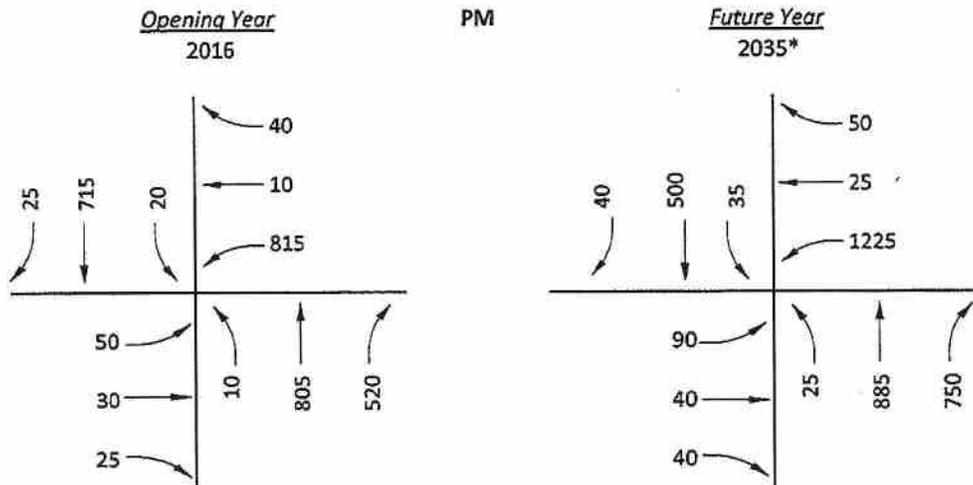
Highway: 45 mph
Side Street: 35/25 mph

Existing Vehicle and Pedestrian Phasing (if Signalized)



U-turn allowed on Phase 5

Traffic Volumes



Other Relevant Information

*Note: the rest of the bypass is planned to be built before 2035

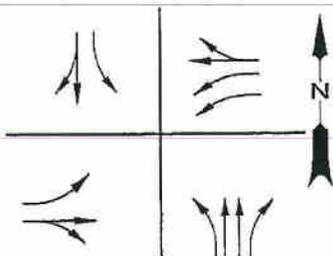


Preliminary Signal Operations Design (Revision 2)

Region 2
Traffic Unit
Phone: (503) 986-2826

Recommended Signal Design

Lane Configuration



Crosswalks

- All crosswalks provided
- Following crosswalks closed
 - North Approach
 - South Approach
 - East Approach
 - West Approach

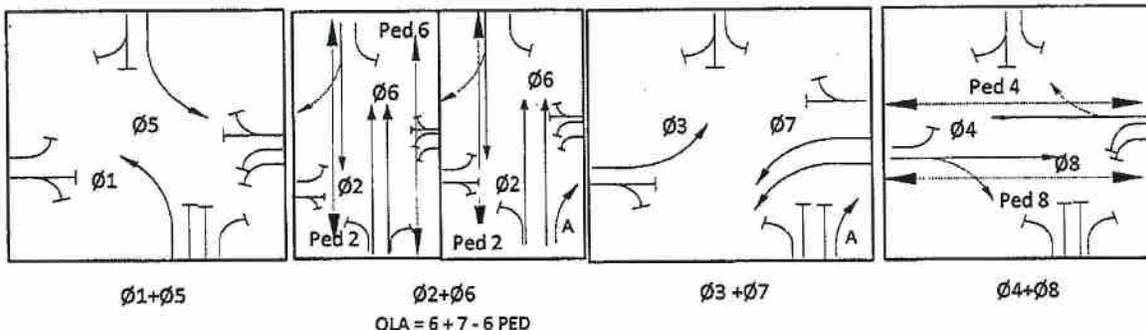
Bike Lanes/Paths

- North Approach
- South Approach
- East Approach*
- West Approach*

Other Required Features

- Signal interconnect to: OR 219 @ OR 18, Springbrook @ Fernwood
- Communication type: ethernet over fiber
- 2070 controller
- Illumination
- Audible/accessible pedestrian signals
- Railroad preemption
- Other: _____

Recommended Vehicle and Pedestrian Phasing



Notes regarding right turn lane control

Northbound right turn: protected w/overlap
Southbound right turn, eastbound right turn, westbound right turn: permitted

Primary considerations used to determine left turn phasing

All left turns are protected
U-turn allowed on Phase 5

Considerations for mitigating bike-vehicle conflicts (if any)

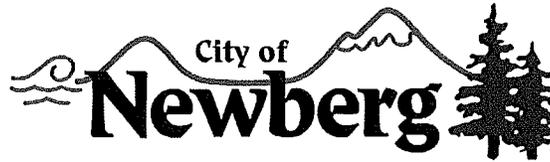
*Multi-use path (project build) uses south side of this intersection. Bikes and peds to use crosswalk (Ped 8).

Design Vehicle Information (to be confirmed with Roadway Designer)

- Design for Design Vehicle: WB-67 If Bus or Other, specify: _____
- Accommodate

Recommended by:  _____
Region 2 Signal Operations Engineer

Newberg City Hall
Tel: 503.537.1240
www.newbergoregon.gov



City Engineer's Office
Tel: 503.537.1273

ENGINEERING SERVICES DEPARTMENT

P.O. Box 970 • 414 E. First Street • Newberg, Oregon 97132 • 503.537.1273 • Fax 503.537.1277

December 1, 2015

Jessica Pelz
Associate Planner
Community Development Department

RE: CPTA-15-002
ODOT Newberg Dundee Bypass TSP Amendment

Dear Jessica:

On September 2, 2015, the Oregon Department of Transportation (ODOT) (*from here on out known as "applicant"*) applied for an amendment to the City's Transportation System Plan (TSP). Additional information was submitted November 10, 2015 for review and evaluation. My comments are as follows:

Removal of Southbound Through Lane and One Right Turn Lane on Oregon 219

In evaluating this portion of the proposed amendment, the Engineering Services Department looked at the Transportation Planning Rule subsection 660-012-0000(3)(a) which states that "In all urban areas, coordinated land use and transportation plans are intended to provide safe and convenient vehicular circulation and to enhance, promote and facilitate safe and convenient pedestrian and bicycle travel by planning a well-connected network of streets and supporting improvements for all travel modes."

The submitted information addresses both the operational standards and the traffic safety concerns. The traffic analysis shows that reducing the number of lanes on Oregon 219 will increase the volume to capacity performance standard from 0.80 to 0.94. This exceeds ODOT's performance standard by about 10 percent. The trade-off is that if two lanes are constructed there will be a substandard merge and weave distance which is a traffic operation and safety concern. ODOT determined that the operational and safety concerns were more important than the mobility standards in this instance. The Engineering Services Department concurs. This requirement is met.

Phase 1 Bypass/Wilsonville Road at Oregon 219 Intersection "No Thru Traffic" Design

Per Oregon's Statewide Planning Goals "A transportation plan shall (1) consider all modes of transportation including mass transit, air, water, pipeline, rail, highway, bicycle and pedestrian; (2) be based upon an inventory of local, regional and state transportation needs; (3) consider the

differences in social consequences that would result from utilizing differing combinations of transportation modes; (4) avoid principal reliance upon any one mode of transportation; (5) minimize adverse social, economic and environmental impacts and costs; (6) conserve energy; (7) meet the needs of the transportation disadvantaged by improving transportation services; (8) facilitate the flow of goods and services so as to strengthen the local and regional economy; and (9) conform with local and regional comprehensive land use plans. Each plan shall include a provision for transportation as a key facility.” Additionally it says that “(2) In meeting the purposes described in section (1), coordinated land use and transportation plans should ensure that the planned transportation system supports a pattern of travel and land use in urban areas that will avoid the air pollution, traffic and livability problems faced by other large urban areas of the country through measures designed to increase transportation choices and make more efficient use of the existing transportation system. 3) Each element identified in subsections (2) (b)–(d) of this rule shall contain: (a) An inventory and general assessment of existing and committed transportation facilities and services by function, type, capacity and condition: (A) The transportation capacity analysis shall include information on: (i) The capacities of existing and committed facilities; (ii) The degree to which those capacities have been reached or surpassed on existing facilities; and (iii) The assumptions upon which these capacities are based. (B) For state and regional facilities, the transportation capacity analysis shall be consistent with standards of facility performance considered acceptable by the affected state or regional transportation agency; (C) The transportation facility condition analysis shall describe the general physical and operational condition of each transportation facility (e.g., very good, good, fair, poor, very poor).

The information submitted for the second part of the proposed amendment does not address these goal. The existing TSP configuration of the intersection is Option 1 of the submitted documentation. Option 8 which is the option that has been requested for the City to approve shows that one of the intersections is better and another is the same, but all others are worse than with the current TSP intersection configuration. The applicant states that “this option would require an estimated 50 vehicles per hour to use alternate routes to travel between Wilsonville Road and the Bypass; however, these trips do not result in significant impacts to the performance of the intersections.” The alternate routes noted by the applicant include: making U-turns on Oregon 219, cutting through the Springbrook Estates neighborhood or using the Springbrook Road, Fernwood Road, Corral Creek Road and Renne Road route. To quantify the impact of the 50 vehicles per hour, the percentage of additional vehicles on each route is shown in the table below.

	<i>Springbrook Estates</i>	<i>Springbrook/Fernwood</i>	<i>Renne Road</i>	<i>Wilsonville Road</i>
<i>2016</i>	125%	3%	50%	16%

The Engineering Services Department has requested additional traffic data for year 2035 but has not yet received that information. Once it is received, the information will be evaluated and presented to the Planning Commission.

Out of all of the other options shown only Option 6 (Roundabout) matches or betters the intersection operations of Option 1. This means that the delay at the study intersections will be worse in all other options.

There is no information provided by the applicant to show how the proposed Option 8 is safer than the existing intersection design. In fact, due to driver frustration, the need to make U-turns, go through existing neighborhoods or using routes (like Renne Road) already have safety concerns. Option 8, the no through movement seems more dangerous. Additionally, the out of direction travel increases air pollution and decreases livability issues in the City.

The Engineering Services Department cannot recommend that the City change the configuration at the Phase 1 Bypass/Wilsonville Road intersection.

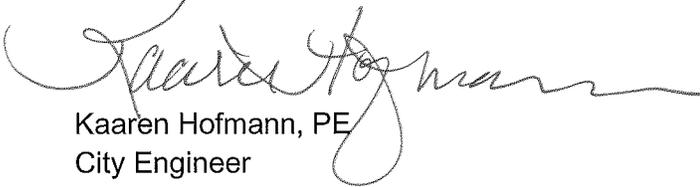
Please note: The Ladd Hill Neighborhood Association submitted information on the proposed amendment. The traffic information included was reviewed in June of 2015. The City's response to this information is attached to the staff report.

In conclusion, the City Engineer recommends:

1. Approval of the removal of the southbound through lane and one right turn lane on Oregon 219.
2. Denial of the Phase 1 Bypass/Wilsonville Road at Oregon 219 Intersection "No Thru Traffic" Design.

Feel free to contact me with any questions.

Sincerely,



Kaaren Hofmann, PE
City Engineer
Direct: 503.537.1273
Email: newbergoregon.gov

c: Jay Harris, Public Works Director
Doug Rux, Community Development Director

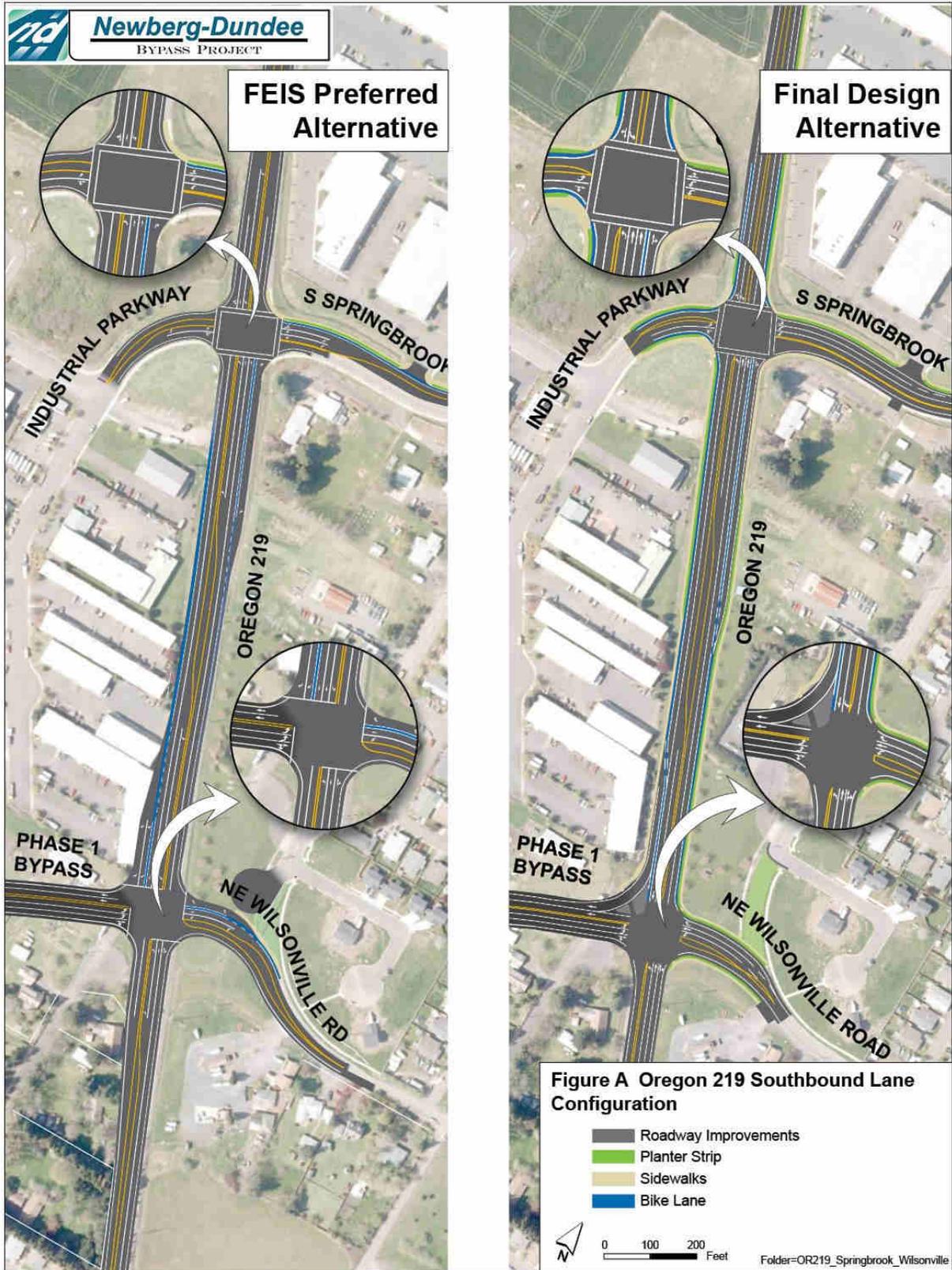


Exhibit "B": Findings

CPTA-15-002 – ODOT TSP Amendment – Ordinance No. 2016-2796

Applicable Newberg Comprehensive Plan (NCP) Goals and Policies & Applicable Oregon Statewide Planning Goals (SPG)

SPG 1/NCP A. Citizen Involvement. Goal: To maintain a Citizen Involvement Program that offers citizens the opportunity for involvement in all phases of the planning process.

Finding: The city meets this requirement by having various citizen committees with opportunities for the public to testify on general or specific matters. For this specific application, the proposal will go to both the Planning Commission and the City Council, providing multiple opportunities for citizen participation. In addition, a mailed courtesy notice was sent to property owners within 500 feet of the affected intersection and notice was published in the Newberg Graphic newspaper.

SPG 2. Land Use Planning. Goal: To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

Finding: This Goal requires that actions related to land use be consistent with acknowledged comprehensive plans of cities and counties. The City of Newberg updated its Transportation System Plan (which is adopted as part of the Comprehensive Plan) in 2013 to include the Newberg Dundee Bypass and Phase 1 realignment of Wilsonville Road. The Goal also requires coordination with affected governments and agencies, evaluation of alternatives, and an adequate factual base. In developing the changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection, ODOT engaged in coordination efforts with planners, officials, and other representatives of Newberg. All proposed changes are based on traffic modeling data and professional engineer analysis, and are supported by an adequate factual base.

SPG 6/NCP E. Air, Water, and Land Resource Quality. Goal: To maintain and, where feasible, enhance the air, water, and land resource qualities within the community.

Finding: Goal 6 addresses the quality of air, water, and land resources. In the context of a comprehensive plan amendment, a local government complies with Goal 6 by explaining why it is reasonable to expect that the proposed uses authorized by the plan amendment will be able to satisfy applicable federal and state environmental standards, including air and water quality standards. The changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection will not affect air quality in Newberg and will reduce stormwater runoff and improve water quality by adding a smaller amount of impervious surface to the watershed area than the 2013 TSP amendment.

SPG 9. Economic Development/NCP H. The Economy. Goal: To develop a diverse and stable economic base.

Finding: The Phase 1 Bypass project, including the changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection will

improve mobility and accessibility generally, and freight movement in particular, throughout the Newberg-Dundee urban area, thus resulting in substantially reduced congestion and fewer hours of delay. Having better freight movement through the area will also be attractive to industries, which will help Newberg create a stable economic base as envisioned by the Goal.

SPG 12. Transportation. Goal: To provide and encourage a safe, convenient and economic transportation system. A Transportation Plan shall...(2) be based upon an inventory of local, regional and state transportation needs; (3) consider the differences in social consequences that would result from utilizing differing combinations of transportation modes; (5) minimize adverse social, economic and environmental impacts and costs; (6) conserve energy; (8) facilitate the flow of goods and services so as to strengthen the local and regional economy...

Guideline B. Implementation. 2: Plans for new or for the improvement of major transportation facilities should identify the positive and negative impacts on: (1) local land use patterns, (2) environmental quality, (3) energy use and resources, (4) existing transportation systems, (5) fiscal resources in a manner sufficient to enable local governments to rationally consider the issues posed by the construction and operation of such facilities.

NCP K. Transportation. Goal 1: Establish cooperative agreements to address transportation based planning, development, operation and maintenance. Policy f: The City shall coordinate with Yamhill County and the State on the development of the Newberg-Dundee Bypass.

Goal 4: Minimize the impact of regional traffic on the local transportation system. Policy b: Provide for alternate routes for regional traffic. Policy g: Minimize the use of local and minor collector streets for regional traffic through application of traffic calming measures as traffic operations and/or safety problems occur. Policy s: Special planning and efforts shall be made to retain and create livable and desirable neighborhoods near the bypass. This shall include retaining or creating street connections, pedestrian paths, recreational areas, landscaping, noise attenuation, physical barriers to the bypass, and other community features.

Goal 12: Minimize the negative impact of a Highway 99 bypass on the Newberg community.

Finding: Goal 12 is implemented through the Transportation Planning Rule (TPR), OAR 660, Division 12. The Newberg-Dundee Bypass Project is an approved project in the City of Newberg's acknowledged TSP. The changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection reflect final design decisions that are necessary to address traffic operation and safety to implement Phase 1G of the project. The TPR addresses project development activities. Changes in the number of travel lanes and intersection performance standards are not land use decisions. The changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection are consistent with Goal 12 and with the TPR requirements. ODOT will address intersection performance on Oregon 219 by application of alternative mobility standards as part of Newberg TSP update process.

ODOT performed a traffic analysis to understand how reducing the number of lanes affected the traffic performance of the affected intersections. The analysis showed the following:

- The Oregon 219/Springbrook Road/Industrial Parkway intersection would operate at a v/c ratio of 0.75 in the opening year of Phase 1 of the Bypass. This complies with ODOT's mobility standard of 0.80 for the intersection.
- The Oregon 219/Phase 1 Bypass/Wilsonville Road intersection would operate at a v/c ratio of 0.76 in the opening year of Phase 1. This exceeds ODOT's performance standard of 0.65 for this new intersection (as defined by the Highway Design Manual, HDM); however, the intersection would meet the Oregon Highway Plan (OHP) v/c standard of 0.80 for this section of Oregon 219. ODOT felt that the safety benefits associated with minimizing lane changes along Oregon 219 outweighed the need to comply with the HDM standard.

Based on the refined evaluation of operations and safety, ODOT modified the design for Phase 1 to reflect one southbound lane on Oregon 219 rather than the two originally included in the FEIS. In addition to the safety benefits, the Final Design Alternative also requires less right-of-way than the FEIS Alternative, thereby reducing the overall costs associated with the Phase 1 construction. Staff concurs with this assessment. The proposed amendment will facilitate safe and convenient vehicular circulation and reduce potential accidents due to the substandard merge and weave movement.

SPG 13/NCP M. Energy. Goal: To conserve energy through efficient land use patterns and energy-related policies and ordinances.

Finding: The Bypass project, including Phase 1 and changes to the road and lane configuration of Oregon 219 from north of the Springbrook Road intersection through the Wilsonville Road intersection, are intended to improve statewide and regional mobility through the area and to make existing Oregon 99W more accessible for local and regional traffic. The project will help relieve much of the substantial traffic congestion that already exists along Oregon 99W. Facilitating the smooth flow of traffic at acceptable levels of service helps conserve fuel.

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: March 7, 2016

Order ____	Ordinance ____	Resolution <u>XX</u>	Motion ____	Information ____
No.	No.	No. 2016-3266		

SUBJECT: A Resolution accepting the resignation of Councilor Tony Rourke, expressing the City’s appreciation for his service, declaring a vacancy, and directing staff to advertise for qualified persons for appointment to fill the vacancy (District No. 4 with a term ending December 31, 2018)

Contact Person (Preparer) for this Resolution: Steve Rhodes, CMPT

Dept.: Administration

File No.: N/A
(if applicable)

RECOMMENDATION:

Adopt **Resolution No. 2016-3266** accepting Councilor Tony Rourke’s resignation and declaring District No. 4 City Council position vacant.

EXECUTIVE SUMMARY:

Councilor Tony Rourke was elected to the Newberg City Council on November 4, 2014, and took office on January 5, 2015.

Due to relocation for a new position in Texas, Councilor Tony Rourke has submitted his resignation. This resignation creates a vacancy on the City Council for the District No. 4 position. The term for this position expires December 31, 2018.

The City Charter states that vacancies on the Council are to be filled by appointment of the City Council. The vacancy will be filled through solicitation of applications from citizens who meet the Charter criteria for appointment. The individual must live within District No. 4, be a registered voter and have resided in the City for at least a year prior to appointment.

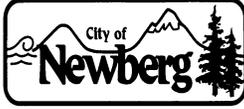
The application period will start on March 14, 2016 and close on March 28, 2016 at 5:00PM. Applications will be available on-line and from the City Recorder, Sue Ryan.

FISCAL IMPACT:

Incidental costs associated with staff time to process the recruitment.

STRATEGIC ASSESSMENT:

The Council Member is one of the most important positions in the City. The Council sets policy and direction for the City. It is critical for the City Council to have a full complement of its membership in order to carry on the business of the City.



RESOLUTION No. 2016-3266

A RESOLUTION ACCEPTING THE RESIGNATION OF COUNCILOR TONY ROURKE, EXPRESSING THE CITY'S APPRECIATION FOR HIS SERVICE, DECLARING A VACANCY, AND DIRECTING STAFF TO ADVERTISE FOR QUALIFIED PERSONS FOR APPOINTMENT TO FILL THE VACANCY (DISTRICT NO. 4 WITH A TERM ENDING DECEMBER 31, 2018)

RECITALS:

1. Councilor Tony Rourke was elected to the Newberg City Council on November 4, 2014, and took office on January 5, 2015.
2. On February 16, 2016, Councilor Tony Rourke announced his resignation to accept a position in Texas.
3. This resignation creates a vacancy on the City Council for the District No. 4 position. The term for this position expires December 31, 2018.
4. The City Charter states that vacancies on the Council are to be filled by appointment of the City Council.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The Council hereby expresses its regrets that Councilor Tony Rourke is leaving the Council and accepts his resignation effective March 8, 2016. Attached is an email from Councilor Rourke, which is hereby attached to this resolution as Exhibit "A" and by this reference incorporated.
2. The Mayor and Council express their deep appreciation on behalf of the citizens of the City of Newberg for Councilor Rourke's service to the City by the giving of his personal time and effort in attending meetings, participating in projects, and working on behalf of the citizens of Newberg on the Newberg City Council.
3. The City Council hereby declares the Council District No. 4 position occupied by Councilor Rourke is hereby vacant.
4. The Council directs the City staff to advertise, solicit, and otherwise make known to the citizens of the City of Newberg the vacancy has occurred and applications for this position is being received from qualified persons to fill this position.
5. Attached is a map of the Newberg City Council districts showing the location of District No. 4, which is hereby attached as Exhibit "B" and by this reference incorporated.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: March 8, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 7th day of March, 2016.

Sue Ryan, City Recorder

ATTEST by the Mayor this ____ day of March, 2016.

Bob Andrews, Mayor

Resolution 2016-3266
Exhibit A

Steve Rhodes

From: Sue Ryan
Sent: Tuesday, February 23, 2016 11:10 AM
To: Steve Rhodes
Subject: District 4 Councilor Rourke resignation

From: Tony Rourke
Sent: Thursday, February 18, 2016 9:00 AM
To: Sue Ryan
Cc: DawnKaren Bevill; Pam Young
Subject: Re: District 4 Vacancy

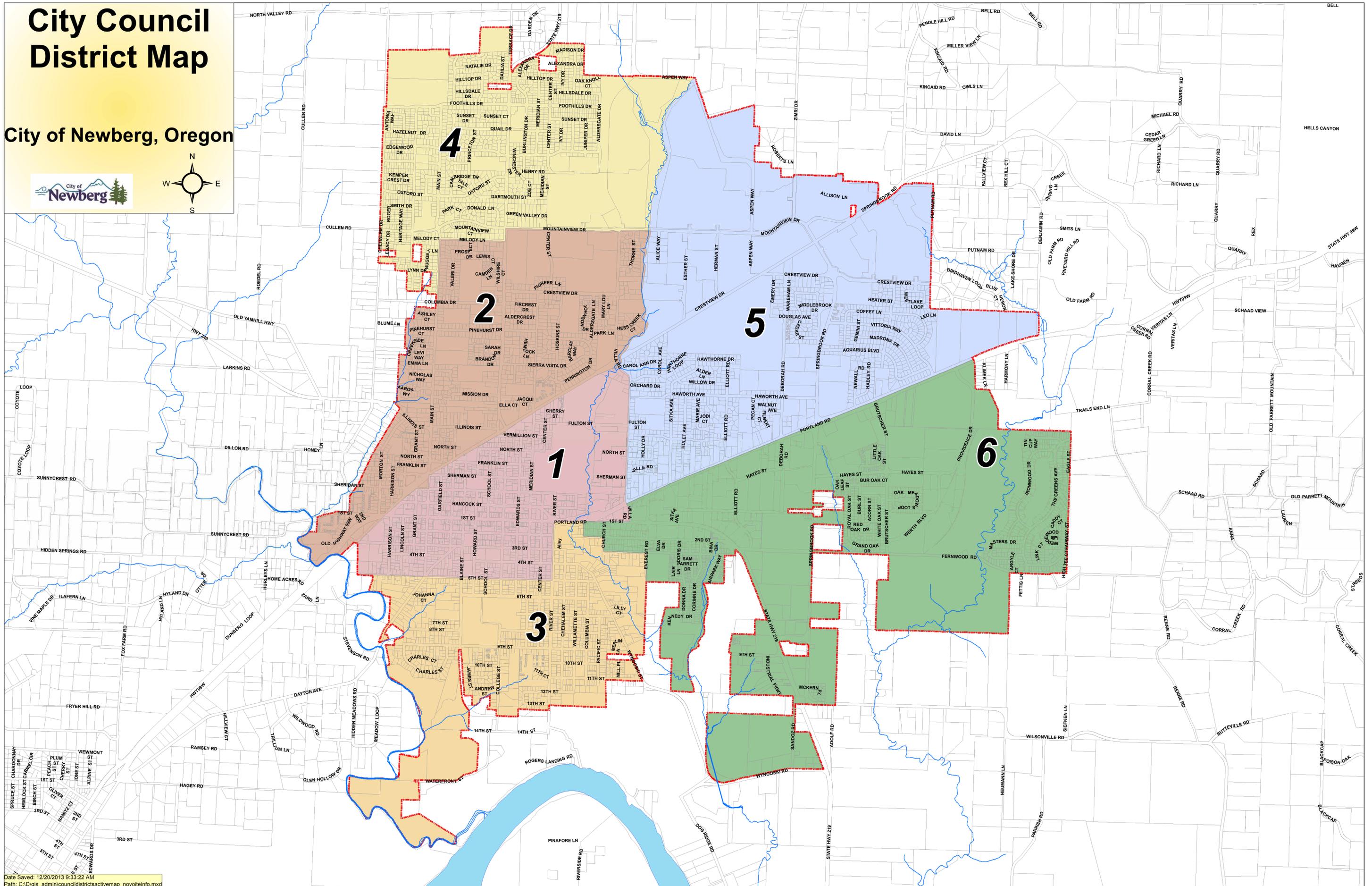
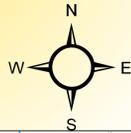
Please accept this email as my formal resignation from the Newberg City Council. I have accepted a new job in Texas that will require my family to move. My last day in office will be Monday, March 7, 2016.

Thank you for all that you do for this city!

Tony Rourke
503-784-0091 (cell)
tony.rourke@newbergoregon.gov

City Council District Map

City of Newberg, Oregon



REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: March 7, 2016

Order ___	Ordinance ___	Resolution <u>XX</u>	Motion ___	Information ___
No.	No.	No. 2016-3254		

SUBJECT: Intergovernmental Agreement with TVF&R

**Contact Person (Preparer) for this Resolution: Les Hallman
Dept.: Fire/EMS
File No.:**

RECOMMENDATION:

Adopt Resolution No. 2016-3254 authorizing the City Manager Pro Tem to enter into an Intergovernmental Agreement (IGA) with Tualatin Valley Fire & Rescue to provide Fire/EMS services to the City for a period beginning July 1, 2016 and ending June 30, 2018.

EXECUTIVE SUMMARY:

Due to current and future limitations to the General Fund, there is great concern for the City’s ability to sustain needed service levels in delivery of Fire/EMS. Due to these funding limitations, there has been no additional staffing for Fire/EMS since 2006, yet there has been an over 42% increase in demand for services. During that same time period (2006 – 2015), there has been an 11% increase in population. The current staffing level struggles to keep up with demand for services, which in 2015, topped over 5,200 incidents.

Fire apparatus are also currently staffed well below national consensus standards. The City’s long time practice of utilizing volunteers to staff apparatus overnight has become unreliable, as demands on volunteers have made it impractical to expect them to cover shifts on a regular basis. Currently, in addition to two medic/ambulance units staffed 24 hours per day, the City staffs two fire engines during the daytime hours with two firefighters on each, and overnight hours, when volunteers are not available, the City drops to only one engine with two firefighters. Studies have shown having only two firefighters on an engine greatly inhibits the ability to conduct fire attack and victim rescue. This is simply not adequate for Newberg’s current coverage area, population, and demand for services, much less anticipated growth (projected population growth of over 23% in the next five years) and increases in demand for services. Without a separate funding source other than the General Fund, providing needed/proper staffing to Fire/EMS will take years and may never be fully achievable.

Consolidation of Fire/EMS services has become a viable solution for many fire departments around the country who have found themselves in a similar situation as Newberg. Maximized use of resources, economy of scale, and centralized management are only a few of the advantages found in such in a model.

Tualatin Valley Fire & Rescue (TVF&R) is the product of a consolidation that began in 1989 with the merger of two fire departments and has successfully grown today through multiple consolidations to providing fire/EMS services to over 450,000 citizens residing in three counties and nine cities. The TVF&R district boundaries are currently adjacent to the Newberg Fire/EMS service area to the east (including Sherwood and Wilsonville) as well as to the north with a contract for services with Washington County Fire District #2.

The City recognized the success of TVF&R, and due to the mutual geographical boundaries, requested TVF&R to consider whether a merger with the City's Fire/EMS would be of interest. After conducting a feasibility study, TVF&R agreed such a merger would offer opportunities beneficial to both parties.

Permanent merger into TVF&R will require a voter-approved annexation. TVF&R recommended a two year IGA as a trial period of the merger allowing both parties to decide if going forward with a voter request for annexation into TVF&R is warranted.

Through the IGA, TVF&R will increase current Fire/EMS staffing by twelve (12) firefighters allowing the City to be protected by two fire engines with three firefighters on each 24 hours per day, as well as maintaining staffing of at least two medic/ambulance units 24 hours per day. The cost for the City to add 12 additional firefighters would be \$1.1 million the first year and over \$1.5 million annually by the fifth year. In addition, TVF&R will be providing an updated ladder truck and two updated ambulances. These are necessary to address the City's immediate need to replace the current ladder truck and two ambulances. Cost for the units are projected at \$1.5 million and the City currently has only \$376,533 in the Fire/EMS equipment reserve fund to make such a purchase. During this IGA, the City will recognize an annual savings of over \$110,000 of ancillary cost associated with the City Fire/EMS Department such as insurance and radio fees.

These increases in staffing and equipment improvements will greatly increase City Fire/EMS service delivery levels and provide adequate protection for the coverage area. The City will also appreciate the overall resources TVF&R provides by being part of its delivery system.

As indicated in the IGA, all current City Fire/EMS employees will be employed by TVF&R during the IGA period and would continue as TVF&R employees should voters approve a TVF&R annexation.

An intergovernmental council (IGC) will monitor the progress and success of the IGA. The IGC will be composed of six representatives: two City Council members, two TVF&R District Board members, the Newberg City Manager, and the TVF&R Fire Chief. During the second year of this agreement, the City and TVF&R will consider annexation to the District and develop a proposal to submit to the Newberg voters for approval.

Contained within the IGA are provisions for the City to return delivery of Fire/EMS should either party choose to terminate the agreement or should the voters choose not to support annexation into the TVF&R District. Those provisions basically "reset" the City's Fire/EMS Department to current status by returning City Fire/EMS employees and equipment.

Should the City Council adopt this Resolution, staff recommends a future Council action to suspend the City's current Fire/EMS Equipment Fee charged to City municipal services customers effective July 1, 2016.

FISCAL IMPACT:

Through the IGA, the City will pay TVF&R the following:

FY 2016-17:

- \$3,490,863 (General Fund estimated budget for current Fire/EMS levels of service)
- \$338,212 (estimated funding from Newberg Rural Fire Protection District)
- \$376,533 (funds from Fire/EMS equipment reserve fund in exchange for two updated ambulances)
- \$197,000 (funds from Fire/EMS radio replacement reserve fund)
- \$40,000 (funds from Fire/EMS MDT replacement reserve fund)
- \$500,000 loan from EMS contingency fund to provide EMS billing transition
- Total Cost Year 1 = \$4,942,608

FY 2017-18:

- \$3,630,497 (General Fund estimated budget for current Fire/EMS levels of service)
- \$351,741 (estimated funding from Newberg Rural Fire Protection District)
- Minus \$500,000 return of EMS billing transition loan
- Total Cost Year 2 = \$3,482,238

Accrued Leave Payment:

- Oregon Revised Statute 236.610(4)(B) requires the City to make a one-time payment to TVF&R to cover all cost associated with retained accrued leave of the transferred City Fire/EMS employees. This amount is estimated not to exceed \$295,000.

STRATEGIC ASSESSMENT:

Providing an adequate level of Fire/EMS is a crucial component to the City's vision of "a healthy, safe environment" for citizens. This IGA and potential future annexation with TVF&R will insure adequate levels of Fire/EMS are maintained in an efficient and effective manner.



RESOLUTION No. 2016-3254

**A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO
NEGOTIATE AND EXECUTE AN INTERGOVERNMENTAL AGREEMENT
WITH TUALATIN VALLEY FIRE & RESCUE FOR PROVISION OF FIRE
AND EMERGENCY MEDICAL SERVICES**

RECITALS:

1. Oregon Revised Statue 190.010 provides that units of local government may enter into agreements for the performance of any and all functions and activities that any party to the agreement, its officers, or agents have authority to perform.
2. The City has concerns of maintaining adequate levels of service in the delivery of Fire/EMS.
3. Tualatin Valley Fire and Rescue (TVF&R) currently provides Fire/EMS services to three (3) counties and nine (9) cities with a service area that borders the service area of the City of Newberg Fire/EMS.
4. TVF&R is willing to provide Fire/EMS services for a period of two (2) years to the City that will meet and exceed the needs of the City in delivery of Fire/EMS through an intergovernmental agreement (IGA) which is attached as Exhibit "A".
5. The IGA will give the City the needed levels of service in Fire/EMS at a cost far below the cost of the City providing the same level of service.
6. Both parties see the IGA period as an opportunity to further explore possible annexation into TVF&R through a voter-approved ballot initiative.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Manager Pro Tem is hereby authorized to complete negotiations and execute an IGA to be substantially in the form attached as Exhibit "A" and by this reference incorporated, providing City Fire/EMS services be delivered by Tualatin Valley Fire & Rescue.
2. The IGA shall be subject to the review and approval of the City Attorney as to form and content.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: March 8, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 7th day of March, 2016.

Sue Ryan, City Recorder

ATTEST by the Mayor this ___ day of _____, 2016.

Bob Andrews, Mayor

- 1 3) To maintain uninterrupted fire protection and advanced life support
2 emergency medical services at the City's two fire stations, beginning July 1,
3 2016, by staffing each station with a three-person engine company and a two-
4 person medic company twenty-four [24] hours per day, seven days a week.
5
- 6 4) Under no circumstances is the District liable to the City for an interruption or
7 failure of service due to acts of God, unavoidable accident, or other
8 circumstances beyond the control of the District.
9
- 10 5) To maintain mutual aid agreements and automatic aid agreements as may be
11 appropriate for the effective provision of fire protection and emergency
12 services.
13
- 14 6) To provide fire and life safety plan review for new development and
15 construction consistent with applicable codes and ordinances within the
16 Service Area.
17
- 18 7) To investigate fires.
19
- 20 8) To review and propose fire codes and ordinances for adoption.
21
- 22 9) To perform fire inspections.
23
- 24 10) To enforce applicable codes, ordinances, regulations and statutes.
25
- 26 11) To conduct public education programs.
27
- 28 12) To maintain, for the Service Area, accurate records as may be required by the
29 Insurance Services Office, the Oregon State Fire Marshal, and Yamhill
30 County.
31
- 32 13) To participate in mutual aid agreements with all fire protection providers
33 which are contiguous with the City and Newberg Rural Fire Protection
34 District pursuant to the County-Wide Mutual Aid Agreement and establish
35 and maintain automatic aid agreements in areas in which service might be
36 improved by such agreements.
37
- 38 14) To coordinate activities with other City departments. Such activities shall
39 include, but not be limited to emergency management, fire and life safety
40 plans review, water supply and hydrant maintenance, etc.
41
- 42 15) To participate in traditional community events and new events as appropriate.
43

1
2 16) To ensure compliance with all applicable state and federal mandates.
3

4 Compensation
5

6 Effective July 1, 2016, the City hereby subcontracts the Newberg Ambulance Service
7 Area (ASA) to the District that is currently being served by the City, and that all revenue
8 generated by the operation of this ASA from the effective date is solely revenue of the
9 District. The District agrees to comply with all the terms, conditions and performance
10 criteria standards established for operation of the Newberg Ambulance ASA as set forth
11 in the Yamhill County Ambulance Service Area Plan dated December, 2004, and any
12 revisions thereto.
13

14 In consideration for the services to be provided by the District, and the other terms and
15 conditions of this Agreement, the City agrees to pay the District \$4,942,608 for the first
16 12-month period commencing on July 1, 2016 which is inclusive of a \$500,000 ASA
17 transition funding loan and ending June 30, 2017 and \$3,482,238 which is inclusive of
18 the \$500,000 ASA funding loan repayment for the second 12-month period commencing
19 on July 1, 2017 and ending on June 30, 2018. This \$500,000 ASA transition funding is
20 intended to address the collection lag time in ASA revenues billed after July 1, 2016 after
21 transfer of the ASA to the District from the City.
22

23 It is the intent that the City and the District will work towards an annexation process that
24 would occur no later than the end of the 24-month contract period, which will provide for
25 the long term funding needed for the District to provide services to the service area at the
26 levels requested.
27

28 For each contract year, payment shall be made in equal monthly installments on the 1st
29 working day of every month by direct deposit in to the District's local government
30 investment pool account. Penalty for late payment shall take effect on the 5th working day
31 of the month and shall be the greater of a \$50 minimum late fee or the prorated monthly
32 interest rate of the Local Government Investment Pool of the preceding month times the
33 days late.
34

35 Effective July 1, 2016, in addition to the compensation listed above, the City agrees, for
36 the duration of this Agreement, to provide the District with any revenue that is still being
37 collected from the operation of the ASA prior to July 1, 2016 and that is in excess of
38 \$1,400,000 of the ending fund balance in the City's EMS Fund. This EMS Fund is
39 \$576,000 as of March 1, 2016 and is expected to receive additional ASA collections on
40 billings through June 30, 2016 as per past City practices. Amounts received between July
41 1, 2016 and July 20, 2016 will be paid on August 1, 2016. Thereafter, the amount
42 received by the 20th day of each month will be paid on the first day of the following
43 month. This payment will be included with the equal monthly contract payments, but
44 clearly delineated as "past ASA revenue".
45
46
47

1 Term

2
3 The term of this Agreement shall be for a period of 24-months commencing on July 1,
4 2016, and terminating on June 30, 2018. However, the parties shall decide on or before
5 June 30, 2017 whether it is in the interest of the parties respectively to pursue annexation
6 of the territory within the City to the District for purposes of fire and emergency services.
7 In the event the parties determine that annexation is in their best interests, they shall work
8 together in the second year to effect such result. In the event, however, that either party
9 determines it is not in their best interest, the parties shall work together to effectively
10 disassemble the contractual relationship and restore the fire and emergency services
11 under the auspices of the City. If termination is the result, such termination will occur
12 upon expiration of this Agreement.

13
14 If, while pursuing annexation, either party reconsiders and determines that annexation is
15 not in their best interest, either party may terminate this Agreement, without cause, upon
16 notice of not less than 365 days.

17
18 Intergovernmental Communication/Governance

19
20 An intergovernmental council (IGC) composed of six representatives – two City Council
21 members, two District Board members, the City Manager, and the District Fire Chief -
22 shall meet to receive information of interest to the parties and to make recommendations
23 to the governing bodies on policy relating to fire protection and emergency service within
24 the City.

25
26 Committee meetings shall be scheduled at least quarterly but may be cancelled if the
27 parties agree that specific meetings are not required. Special meetings can be called by
28 agreement of any two members of the IGC upon not less than ten (10) days' notice.
29 Emergency meetings may be called by agreement of any two members of the IGC as
30 allowed under Oregon Public Meetings law.

31
32 The governing bodies of the parties, i.e., the City Council and District Board of Directors,
33 shall meet together at least every six months to discuss issues which are of interest or
34 concern to either party. Emergency or additional meetings may be called upon agreement
35 of both presiding officers or by a majority request of either governing body. All meetings
36 held under this paragraph shall be deemed "public meetings" under Oregon law.

37
38 The District shall notify the City of all new developments, issues, or concerns affecting
39 operations of the District within the City. The City shall notify the District of any
40 developments or issues affecting the provision of services under this Agreement.

41
42 The District shall provide service, as described above, within the territorial limits of the
43 City, the area of the Newberg Rural Fire Protection District currently served by the City
44 through contract, and the Newberg ASA. Increase of the Service Area territory by
45 annexation of territory to the City or Newberg Rural Fire Protection District shall require
46 prior notification to the District.

1 Administration

2
3 The City Council and the District Board of Directors of each party will be responsible for
4 oversight of this Agreement on behalf of their entity and shall have the authority to act in
5 identifying elements of potential or pending breach or pointing out areas for possible
6 improvement.

7
8 The City will be responsible for notifying Yamhill County of the subcontracting of the
9 Newberg ASA and will submit this written Agreement to the Administrator of the
10 Yamhill County ASA Ordinance prior to July 1, 2016. If the parties determine that it is in
11 their best interests to proceed with annexation, the parties will work together to effect the
12 transfer of the Newberg ASA to the District.

13
14 The District Fire Chief shall have the sole authority to direct the day-to-day delivery of
15 fire and emergency services within the City.

16
17 The principal office for administrative functions shall be the District's Command and
18 Business Operations Center located at 11945 SW 70th Avenue, Tigard, OR 97223.

19
20 The City agrees that the District shall not be required to duplicate those efforts or services
21 regularly provided by other governmental agencies to the City, nor shall District be
22 required to provide any services which are, or are hereafter, reserved by law for any other
23 governmental agency.

24
25 Personnel

26
27 The terms, conditions, and limitations by which City employees are conditionally
28 transferred to the employ of the District, integrated into the Districts existing workforce,
29 and continue as members of IAFF Local 1660, are established and executed pursuant to
30 the terms of the Memorandum of Understandings ("MOUs") executed between Local
31 1660 and the District, dated as set forth on the MOUs, and are incorporated in Exhibit B.
32 IAFF Local 1660 has represented the employees of the City and the District in
33 negotiating the provisions of Exhibit B for represented employees. The parties agree that
34 they will take all actions necessary to effect the provision of the MOUs. In the event of
35 unforeseen issues with implementation, the parties agree to work with each other in good
36 faith to resolve all issues.

37
38 Any reference to "Operational Contract" references this Agreement. All references to
39 Functional Consolidation in the MOUs refer to an implementation date of July 1, 2016.
40 All references to Functional Consolidation Period mean from July 1, 2016 until such time
41 as annexation is effective and the employees are fully transferred pursuant to ORS
42 chapter 236, or this Agreement is terminated by the parties and the City employees are
43 fully reinstated back to the City pursuant to ORS chapter 236. With regard to
44 "dovetailed" lists, the intent is to merge the lists based on both department seniority and
45 classification seniority dates.

1 Employees will be transferred as conditional employees to the District effective July 1,
2 2016.

3
4 As per ORS 236.610(4)(B), each employee of the City may elect to retain up to 80 hours
5 of vacation leave; and per ORS 236.610(4)(C) retain additional vacation leave based
6 upon the City paying to the District the sum equal to the number of hours of accrued
7 leave retained times the employee's hourly rate of pay fully rolled up for PERS and other
8 payroll taxes such as FICA, Tri-Met and Workers Benefit tax. This payment is over and
9 above the amount of Compensation due to the District as per this agreement.

10
11 As per ORS 236.610(7), both the City and the District participate in Oregon PERS. Any
12 and all PERS unfunded liability and or surplus of the City for its current and prior
13 employees shall remain as a City surplus or liability. Within 60 days of the employee
14 transfer to the District, the District shall be responsible to deliver to the Public Employees
15 Retirement Board this written agreement between the District and the City meeting the
16 requirements of ORS 238.231.

17
18 Due to the limited and conditional transfer and acceptance of the City employees,
19 payment of employee sick leave by the City to the District is not required at this time. In
20 the event of annexation of the territory within the City to the District, the City and the
21 District shall negotiate a mechanism to resolve any transferred sick leave balances as part
22 of an annexation agreement. The parties anticipate that mechanism may include an
23 acceptance by the District of payment from the City which may be partially or wholly in
24 a form other than cash.

25
26 The City and the District acknowledge during the operational and functional
27 consolidation period, prior to expected annexation, that, for PERS retirement purposes,
28 the City shall retain responsibility to report sick leave earned through the effective date of
29 the employee transfer, July 1, 2016, and the District will report to PERS, at retirement of
30 each employee, only such sick leave as has been earned as a legal District employee after
31 July 1, 2016.

32
33 For purposes of sick leave accounting while a District employee, the utilization of sick
34 leave shall be first counted against balances earned while a District employee. The
35 District agrees to retain financial responsibility for ordinary sick leave usage of
36 firefighting and day staff during the course of this Agreement. For individual employee
37 usage above their hours earned while working for the District, at the conclusion of the 24-
38 month contract period, the City shall reimburse the District for sick leave usage in excess
39 of the sick leave hours earned at the District rates of pay.

40
41 The City employees shall retain their general service or police and fire status for PERS
42 which they had at the time of their limited and conditional transfer to the District. City
43 employees not in PERS shall have a one-year period as per ORS 236.620(1)(b) to remain
44 in the City retirement plan. This election must be made by the employee by July 1, 2016
45 in writing.

1 Upon termination of this Agreement, the District shall return, and the City shall accept,
2 all City employees who were employees of City at the time of the limited and conditional
3 transfer of the employees to the District and who are employees of District at the time of
4 termination of this Agreement. The transfer back of City employees shall be at the rank
5 and grade they held at the time of their limited and conditional transferred to the District,
6 subject to the agreements that City may have with its own employees.
7

8 Upon the effective date of this Agreement, the District will enroll City fire department
9 volunteers meeting the qualifications of District Firefighter or Responder Volunteer into
10 the District's LOSAP program, and the District agrees, upon annexation of the territory
11 within the City to the District, to credit the City volunteers who have remained on active
12 service with up to two (2) additional years past service credit.
13

14 Workers Compensation

15
16 The City shall remain liable for all workers' compensation claims filed during, or
17 attributable to, the former City employees, volunteers and interns while employed by the
18 City and prior to July 1, 2016. The District shall insure conditionally transferred
19 employees and volunteers of the City between July 1, 2016 and June 30, 2018.
20

21 Nothing in this agreement is intended to circumvent any rights or requirements regarding
22 the transfer of employees which may be mandated by state statute.
23

24 Facilities

25
26 During the term of this Agreement, the District shall be given occupancy and control of
27 all City fire stations. The District shall remain responsible for the fire stations, including,
28 but not limited to, routine maintenance, property insurance, communication utilities
29 (including such telephone lines which may be required for computer networking) and
30 modifications and upgrades which have been agreed to by both parties. The City agrees
31 to continue to provide, water, sewer and garbage service to the two fire station facilities
32 at no charge to the District. The District shall be responsible for day-to-day cleaning. The
33 District agrees to provide surge protectors, software, additional modems, and other
34 equipment necessary to allow connectivity to the District's email, intranet and other data
35 network system functions. City employee's use of the workout and shower facilities will
36 continue according to the current arrangement. Use of the fire station meeting rooms will
37 be scheduled through the District reservation process. City personnel may enter the fire
38 stations during regular business hours to view or inspect the facilities. In the case of an
39 emergency, City personnel may enter at any time and without prior notice.
40

41 Upon termination of the agreement, the District shall vacate and return control of the
42 facilities to the City. The facilities shall be in a condition that is equal to, or better than,
43 the condition when the District assumed occupancy, less normal wear and tear.
44
45
46
47

1 Vehicles, Apparatus and Maintenance
2

3 The District shall be allowed to use the City's fire and emergency vehicles and apparatus
4 which are identified on Exhibit C. The consideration for this use has been calculated and
5 offset against the amount of consideration paid by the City to the District. This is
6 inclusive of the apparatus that are on lease from the Newberg Rural Fire Protection
7 District to the City, and such leases are hereby assigned to the District and the District
8 agrees to comply will all lease terms. City shall obtain written consent to this assignment
9 of the leases prior to July 1, 2016.

10
11 During the term of this Agreement the vehicles and apparatus shall be subject to standard
12 District policies and procedures, and the District shall provide routine and preventative
13 maintenance. The District shall provide maintenance at its expense after July 1, 2016,
14 and pay all other operating costs including, fuel, parts and insurance to the extent of
15 actual value, for the operation of the City vehicles and apparatus after July 1, 2016. The
16 District shall be responsible for repairs resulting from the negligent or intentional
17 wrongful operation by District personnel.

18
19 Except for normal wear and tear, upon termination of this Agreement, the District shall
20 return such vehicles and apparatus to the City in a condition which is equal to or better
21 than when the District assumed possession.

22
23 Based upon the compensation offered in the first 12-month period and that is funded
24 through the City's Equipment Reserve Fund, should annexation not occur or this contract
25 is terminated within the defined parameters, the District agrees to return to the City two
26 ambulance apparatus that are no older than three years and in good working condition.
27 These returned ambulance apparatus must meet the minimum safe operating criteria as
28 set forth in NFPA.

29
30 Replacement apparatus required within the City during the term of this Agreement shall
31 be provided by the District and will remain the property of the District in the event this
32 Agreement is terminated or not renewed.

33
34 Equipment and Equipment Maintenance
35

36 Except for certain City owned equipment which the District elects not to use, the City
37 shall make available to the District all equipment, owned or leased, which has been
38 assigned to fire department operations. The equipment shall be identified by a fixed asset
39 list with inventory control numbers and stated value and location. The list is included in
40 the attached as Exhibit C.

41
42 During the term of this Agreement the District shall maintain such equipment and, upon
43 termination of this Agreement, return such equipment to the City in a condition which is
44 equal to or better than when the District took possession, excepting normal wear and tear.
45

1 Additional equipment purchased by the District or the City during the term of this
2 Agreement shall be the property of the party purchasing the equipment and shall remain
3 in the possession of the purchasing party upon termination of this Agreement.
4

5 Communications
6

7 During the term of this Agreement, emergency calls will be received by Newberg-
8 Dundee Dispatch Center. Fire and EMS calls will be transferred to Washington County
9 Consolidated Communications Agency (“WCCCA”), which will dispatch the calls under
10 the existing agreement between WCCCA and the District. The cost for the Newberg-
11 Dundee Dispatch Center to access WCCCA will be borne by the District after July 1,
12 2016.
13

14 Liability Insurance
15

16 Through June 30, 2016, each party shall maintain liability insurance or sufficient self-
17 insurance reserves to cover all risks of damage or loss in the form of personal injury,
18 bodily injury or property damage for which either party may be liable for its acts or
19 omissions done in the course and scope of its business, in the minimum amounts for
20 which public entities are liable under Oregon Revised Statutes as those statutes now exist
21 or may be amended. Effective July 1, 2016, the District will provide all liability,
22 property, volunteer, worker’s compensation, and other insurance as part of the Agreement
23 for the City fire stations, employees and Service Area operations.
24

25 Neither party shall be liable to the other for any loss or damage to their facilities,
26 vehicles, apparatus, equipment or other property arising from any cause for which it
27 could have insured against under the parties normal policies, such as fire. Each party, on
28 behalf of its insurer, waives any right of subrogation that it might have against the other
29 party.
30

31 Indemnification
32

33 Each party shall be responsible for the acts of their respective employees under this
34 Agreement.
35

36 Each party agrees to defend, indemnify and hold harmless the other, and its officers,
37 employees, and agents, against any and all claims, actions or suits which may arise out of
38 an act of that party, or that party’s respective officers, employees and agents, occurring in
39 the course and scope of their services under this Agreement. Each party agrees that on
40 formal request of the other it will participate in the defense of any claim or action brought
41 against the other party when a question of fact exists as to whether an employee of the
42 party not named caused or contributed to the damage complained of.
43

44 Waiver
45

46 The failure of either party to enforce any provision of this Agreement shall not constitute
47 a waiver by it of that or any other provision.

1
2 Termination and Default
3

4 A party who has cause to believe that the other is in default of any of the terms and
5 conditions of this Agreement shall request a meeting of the IGC. If satisfaction is not
6 reached through the efforts of the IGC, the party believing the other to be in default shall
7 give the party alleged to be in default notice of the default in writing and allow not less
8 than thirty (30) days in which the default may be cured; and, if not so cured, the
9 complaining party may declare this Agreement and its further obligations to be
10 terminated effective thirty (30) days after the expiration of the period for curing the
11 default, or upon ruling by an arbitrator as set forth below, whichever is later.
12

13 In the event the party declared to be in default believes that declaration to be unjustified,
14 the parties agree to resolve such dispute using the arbitration procedures set forth in
15 ORS 190.710 to 190.800.
16

17 If a party's ability to perform its obligations under this Agreement becomes impractical
18 due to legislative act by an entity not a party to this Agreement, the parties agree to
19 negotiate such changes to the Agreement as may be required to continue operations. If
20 negotiations are unsuccessful, the party that is unable to perform its obligations may
21 terminate its rights and obligations under this Agreement effective six (6) months after
22 the legislation becomes effective.
23

24 Compliance with All Laws
25

26 The parties will comply with all applicable laws in the performance of their obligations
27 under this contract, including but not limited to, the provisions of ORS Chapter 279.
28

29 Entire Agreement; Amendments
30

31 This instrument contains the entire agreement of the parties on the subjects enumerated
32 herein. An addition to or modification of the provisions of this Agreement shall not be
33 effective unless it is in writing and acknowledged by the authorized signature of each
34 party.
35

36 Notices
37

38 All notices required or allowed of one party to the other shall be deemed given when
39 delivered in person, deposited in the United States mail duly certified or registered, return
40 receipt requested with postage prepaid, by overnight delivery service marked for next
41 business day delivery, or by electronic mail with confirmation, to the parties and their
42 attorneys, as listed below. Any notice or other communication will be deemed to be given
43 (a) on the date of personal delivery, (b) three days after the date of deposit in the United
44 States mail, or (c) on the date of confirmed delivery by electronic mail or overnight
45 delivery service. Any party may designate a different address, which shall be substituted
46 for the one specific below, by written notice to the others.
47

1 For City:

For DISTRICT:

2
3 Mike Duyck, Fire Chief/Administrator
4 Tualatin Valley Fire and Rescue
5 11945 SW 70th Avenue
6 Tigard, OR 97223
7 mike.duyck@tvfr.com
8

9 With a copy to:

10
11 Innova Legal Advisors PC
12 Attn: Bob Blackmore
13 One Centerpointe Dr. Suite 530
14 Lake Oswego, OR 97035
15 bob.blackmore@innovalegaladvisors.com
16

17
18 IN WITNESS WHEREOF, the parties by the signatures of their authorized
19 representatives have executed this Agreement effective March 1, 2016.
20

21 Tualatin Valley Fire and Rescue:

22
23
24 By: _____
25 Gordon Hovies, President
26
27 _____
28 Brian Clopton
29 Secretary-Treasurer
30

31 By Board Action Dated: _____

32
33 City of Newberg:

34
35 By: _____
36
37 _____
38

39
40 By Council Action Dated: _____

Exhibit A

FIRE PROTECTION AGREEMENT

This Agreement, made and entered into by and between the City of Newberg, a municipal corporation, Yamhill County, Oregon, herein call the CITY, and the Newberg Rural Fire Protection District of Yamhill county, Oregon herein called the DISTRICT, and

Recitals:

1. The CITY is an incorporated and Chartered City of the State of Oregon. The CITY maintains fire-fighting equipment and has staff and volunteers to operate the equipment. The DISTRICT is a Rural Fire Protection District, organized under the provisions of ORS chapter 478, and provides fire-fighting equipment for lease to the CITY.
2. The CITY and the DISTRICT agree that the CITY shall lease equipment from the DISTRICT.
3. The CITY and the DISTRICT have identified their common interests through a communication process.

NOW, THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

1. The CITY shall, upon notice by telephone or otherwise, provide fire prevention, protection, and emergency aid that can be reasonably furnished by the CITY for the protection of the property in the DISTRICT'S area.
2. The CITY shall use its best efforts to maintain all existing automatic and mutual aid agreements with surrounding fire departments. Through those agreements the CITY shall, within the best of its ability, maintain an emergency response capability for response within the DISTRICT.
3. The CITY'S dispatchers, the Commanding Officer of the Fire Department or any unit thereof, shall exercise judgment from the information received as to the amount and type of equipment to be dispatched to the DISTRICT, and no faulty judgment or ill-advised action on the part of a dispatcher or Commanding Officer of the Fire Department or unit thereof, shall create any liability against the individual or against the CITY or deny the right of the CITY to compensation as provided in this agreement.
4. Subject to the conditions set forth in paragraph 6, the parties agree that the DISTRICT shall, in its regular budgets and levies beginning fiscal year 2004-2005 and for the foreseeable future with the continued consent of both parties, levy taxes for fire protection and agrees to pay the CITY, as follows:

Each year the Assessed Value of the DISTRICT shall be determined by Yamhill County. The assessed value certified in September of each fiscal year may be increased as allowed by the State of Oregon under Measure 50 not to exceed three (3) percent. The value will include reductions due to annexations to the CITY, increases due to new construction, and an increase as allowed by the State of Oregon under Measure 50, which is not to exceed three (3) percent. The tax rate 0.4329% shall remain fixed and the Tax Receipts calculated by the usual method of multiplying the rate by the number of thousands of Assessed Value.

The annual agreement amount shall be based on the Tax Receipts multiplied by the collection rate of 90% then subtracting \$15,000 for District apparatus reserve and administration. As an example for the fiscal year 2004-2005 protection agreement, the Assessed Value during fiscal year 2003-2004 was \$668,795,331 plus 3% equals \$688,859,191. The Fixed Tax Rate is \$0.4329/\$1000 providing tax receipts of \$298,207. These tax receipts multiplied by a collection rate of 90% equals \$268,386, less the \$15,000 equals an agreement rate of \$253,386. This formula shall be used to determine the annual payment amount of the agreement subject to pending revisions by the parties.

2004-2005 AGREEMENT FORMULA:

FISCAL YR.	ASSESSED VALUE	PLUS 3%	X .0004329	X 90%	MINUS \$15,000	CONTRACT AMT.
2004-2005	\$668,795,331	\$688,859,191	\$298,207	\$268,386	\$253,386	\$253,386

The parties may meet annually upon the request of either party to discuss the needs of the DISTRICT and the CITY in order to determine any adjustments to the formula including but not limited to the set asides for vehicle reserve and administration, changes in assessed value, annexations, or the taxation rate.

The above agreement shall be paid at the rate of 30 percent on or before January 5, and an additional 40 percent on or before April 5, and the balance of 30 percent by June 5 of each year. Payment shall at no time be in excess of the taxes received for the current fiscal year, less \$5000.00 reserved for DISTRICT cash flow and administration. The payment shall include a reduction of \$1.00 per leased vehicle as addressed in the lease agreements between the CITY and the DISTRICT.

5. The DISTRICT has in the past purchased fire apparatus and leased the apparatus to the CITY. The DISTRICT agrees to continue to lease the fire apparatus to the CITY as per each lease agreement pursuant to the exception of Section 10 of this agreement.
6. The DISTRICT shall, at its discretion, have the authority to require that the CITY reduce the agreement amount and payments in an amount equal to the proportionate loss of DISTRICT tax revenues due to annexation of DISTRICT properties into the CITY and/or tax restrictions or reductions placed on the DISTRICT by the State of Oregon and/or Yamhill County.
7. Either party may request that the terms of the agreement may be renegotiated by giving the other party thirty days written notice of their intention to renegotiate the agreement provisions, other than provisions set forth in number 4 of this agreement. In order for the results of such renegotiation to be effective, both parties must agree, the terms must be in writing, approved by the CITY Council and DISTRICT Board, and signed by the Mayor of the CITY and Chair of the DISTRICT.
8. This agreement shall be in full force and effect commencing as of July 1, 2004 and shall terminate at such time that the parties agree to terminate as of June 30, it being the purpose and intent of the agreement that it shall continue to be renewable as experience determines the propriety of the levy and the services.

9. Failure of either party at any time to require performance of any provisions of this agreement shall not limit the party's right to enforce the provision, nor shall any breach of any provision constitute a waiver of any succeeding breach of that provision or waiver of that provision.
10. In the event of termination of this agreement, the lease agreements for fire fighting equipment between the CITY and the DISTRICT shall likewise terminate at the option of either party.
11. The CITY and the DISTRICT has established a replacement schedule for fire equipment that is compatible with the reasonable equipment life expectancy and is attached to this agreement as Exhibit A. Replacement of fire apparatus pursuant to Exhibit A shall be determined based on the condition of the apparatus at the time of the expected replacement date and not solely based on the replacement schedule on Exhibit A.
12. The DISTRICT will evaluate the need for Fire Station Number 22 and if considered appropriate will endeavor, with the CITY'S assistance, to acquire property of sufficient size and appropriate location on which to construct Fire Station Number 22. This activity by the DISTRICT shall be at the DISTRICT'S sole discretion and subject to the availability of funding by the DISTRICT.

IN WITNESS WHEREOF, the parties hereby have caused these present to be executed by their officers thereunto duly authorized this 29 day of June, 2004.

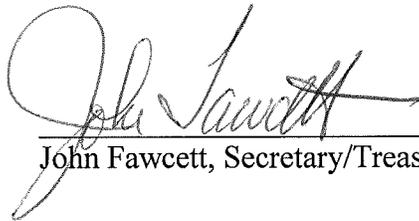
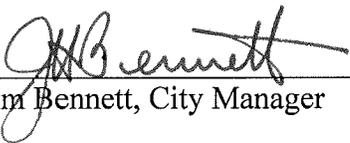
CITY OF NEWBERG

NEWBERG RURAL FIRE PROTECTION DISTRICT



Bob Stewart, Mayor
By Authority of
Resolution No. 2004-2514 (06/22/04)

Stanley Gaibler, Chairperson



Jim Bennett, City Manager

John Fawcett, Secretary/Treasurer

APPROVED AS TO FORM:



Terrence Mahr, City Attorney

LEASE AGREEMENT FOR NEWBERG RURAL FIRE PROTECTION DISTRICT'S TENDER 23

THIS LEASE AGREEMENT is between the Newberg Rural Fire Protection District, a special district of the State of Oregon, hereinafter referred to as "lessor", and the City of Newberg, a municipal corporation of the State of Oregon, hereinafter referred to as "lessee".

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. **SUBJECT OF LEASE AGREEMENT:** Lessor hereby leases to lessee one 1986 Ford L9000 chassis, manufactured by Western States., with a 6V92TA Detroit diesel engine, 9 speed Fuller Road Ranger transmission, a 500 gpm Barton PTO pump, 3000 gallon water tank with 12" dump valve, and a 2500 gallon collapsible water tank. This vehicle, bearing serial number 1FDYU90R4GVA22778, shall hereafter be referred to as Tender 23.
2. **RENT:** Lessee shall pay as rent for use of Tender 23 the sum of \$1.00 per year payable to the lessor by an equal amount reduction in the protection agreement payment schedule.
3. **TERM OF LEASE:** The initial term of this lease shall commence on the date hereof and shall continue until June 30, 2005. This lease shall be renewed automatically for successive terms of one year each until either party gives written notice to the other of intention to terminate the lease; said notice to be given at least 30 days prior to the expiration of the final term. Notwithstanding anything to the contrary above stated, this lease shall terminate in the event lessee terminates its contractual obligation to provide lessor with fire protection.
4. **USE OF PROPERTY:** Tender 23 shall be used in fighting fires at the discretion of the Fire Chief of lessee or his designee, and during the term of this lease shall be under the sole and absolute control of lessee.
5. **CONTITIONS OF USE:** Lessor and its agents shall at all times (upon reasonable notice) have free access to the leased property for the purpose of inspecting it and assessing its condition and state of repair.
 - 5a. During the term of this lease, Tender 23 shall be garaged by lessee in a heated building when not in use.
 - 5b. Lessee shall, at its own expense, maintain, service, and repair Tender 23 and furnish all fuel, oil, grease, and parts necessary to keep said Tender 23 in proper operating condition during the term of this lease
 - 5c. Lessee shall keep Tender 23 free from, and shall save and hold harmless lessor from, mechanics liens and all other liens and encumbrances or charges that may be assessed against Tender 23 and shall reimburse lessor for all costs and attorney's fees incurred by lessor in defending against such liens.
 - 5d. Any alterations, improvements, or additions to Tender 23 shall only be conducted by lessee with lessor's permission first had and obtained, and such changes, additions, or alterations shall be at the sole expense of lessee.
 - 5e. All persons allowed to drive Tender 23 shall be properly qualified and approved by the Fire Chief of lessee.

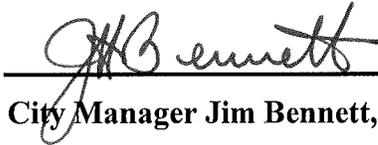
6. **INSURANCE:** Lessee shall, during the term of this lease, keep in full force and effect a policy of public liability and property damage insurance with respect to Tender 23. The policy limits for public liability shall not be less than \$100,000.00 per person and \$300,000.00 per accident and for property damage liability of not less than \$300,000.00, if applicable. In addition, lessee shall maintain vehicle comprehensive insurance coverage insuring the vehicle to the extent of its full insurable value with a deductible amount of not more than \$1,000.00. In the event of an accident or damage claim, all deductible amounts shall be paid by lessee. The policies of insurance shall name lessor as insured and shall contain a clause that the insurer will not cancel or change the insurance without giving lessor 10 days prior notice. The insurance shall be with a reputable insurance company and a certificate of insurance shall be delivered to the lessor.
7. **INDEMNIFICATION:** Lessee shall indemnify, defend, and save and hold harmless lessor from any and all claims, demands, or damages resulting from, or incidental to, lessee's use, maintenance, or operation of Tender 23 during the term of this lease.
8. **OPERATING EXPENSES:** License plates, if applicable, and certificate of title used on Tender 23 shall be issued and maintained in the name of lessor who shall also bear the cost. Lessee shall bear the cost of other operating expenses incidental to the use and operation of Tender 23. All taxes applicable to Tender 23 shall be paid by lessee. Lessee further agrees to comply with all laws, rules, regulations, and orders of lawfully constituted authorities in its operation, maintenance, and use of Tender 23.
9. **RISK OF LOSS:** Lessee hereby assumes all risk of loss and damage to Tender 23 or any of its equipment from any cause and agrees to return it to lessor upon the termination of the lease in as good a condition as received, normal wear and tear and reasonable depreciation excepted.
10. **DEFAULT AND DEFAULT REMEDIES:** Time is of the essence of this lease. Lessor, at its option, may by written notice to lessee declare this lease to be in default on the happening of any of the following:
 - 10a Failure by lessee to pay the annual rental.
 - 10b Failure of lessee to comply with any of the terms and conditions of this agreement.
 - 10c Expiration or cancellation of any policy of insurance agreed to be paid by lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal thereof, during the entire term of this lease.On declaration by lessor that the lease is in default, Tender 23 shall be surrendered and delivered to lessor and lessor may take possession of it wherever it may be found, with or without process of law, and for that purpose may enter on the premises of lessee. On default, lessee shall have no right, title, or interest in the vehicle, or the possession or use thereof.
11. **WAIVER:** Failure of lessor in any one or more instances to insist upon the performance of any of the terms of this lease, or to exercise any right or privilege conferred herein, or the waiver of any breach of any term of this lease should not thereafter be construed as a waiver of such term, which shall continue in force as if no waiver had occurred.
12. **LIMITATION OF WARRANTIES:** There are no warranties, express or implied. By lessor to lessee and lessor shall not be liable for any loss or damage to lessee, nor to anyone else of any kind and however caused, regarding the lease and use of Tender 23.

13. **ASSIGNMENT:** Lessee shall not assign this lease or Tender 23 without lessor's written consent first had and obtained.
14. **ATTORNEY'S FEES:** In the event any action is filed in relation to this lease, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney's fees.
15. **RIGHT OF FIRST REFUSAL:** In the event that lessor during the term of this lease desires to sell Tender 23, lessee shall have the right of first refusal to purchase the engine. The purchase price of Tender 23 shall be negotiated between the parties.

IN WITNESS WHEREOF, the parties have executed this lease at Newberg, Oregon, on this 29th day of June, 2004.



Chairperson Stan Gaibler, Newberg Rural Fire Protection District (Lessor)



City Manager Jim Bennett, City of Newberg (Lessee)

LEASE AGREEMENT FOR NEWBERG RURAL FIRE PROTECTION DISTRICT'S BRUSH 24

THIS LEASE AGREEMENT is between the Newberg Rural Fire Protection District, a special district of the State of Oregon, hereinafter referred to as "lessor", and the City of Newberg, a municipal corporation of the State of Oregon, hereinafter referred to as "lessee".

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. **SUBJECT OF LEASE AGREEMENT:** Lessor hereby leases to lessee one 1988 4X4 Ford 1 Ton F350 Chassis, manufactured by Western States., with a 460 V-8 gasoline engine, manual transmission, and a 300 gallon aluminum water tank with Godiva pump (18 hp Briggs motor). This vehicle, bearing serial number 2FDKF38G7JCB19633, shall hereafter be referred to as Brush 24.
2. **RENT:** Lessee shall pay as rent for use of Brush 24 the sum of \$1.00 per year payable to the lessor by an equal amount reduction in the protection agreement payment schedule.
3. **TERM OF LEASE:** The initial term of this lease shall commence on the date hereof and shall continue until June 30, 2005. This lease shall be renewed automatically for successive terms of one year each until either party gives written notice to the other of intention to terminate the lease; said notice to be given at least 30 days prior to the expiration of the final term. Notwithstanding anything to the contrary above stated, this lease shall terminate in the event lessee terminates its contractual obligation to provide lessor with fire protection.
4. **USE OF PROPERTY:** Brush 24 shall be used in fighting fires at the discretion of the Fire Chief of lessee or his designee, and during the term of this lease shall be under the sole and absolute control of lessee.
5. **CONTITIONS OF USE:** Lessor and its agents shall at all times (upon reasonable notice) have free access to the leased property for the purpose of inspecting it and assessing its condition and state of repair.
 - 5a. During the term of this lease, Brush 24 shall be garaged by lessee in a heated building when not in use.
 - 5b. Lessee shall, at its own expense, maintain, service, and repair Brush 24 and furnish all fuel, oil, grease, and parts necessary to keep said Brush 24 in proper operating condition during the term of this lease
 - 5c. Lessee shall keep Brush 24 free from, and shall save and hold harmless lessor from, mechanics liens and all other liens and encumbrances or charges that may be assessed against Brush 24 and shall reimburse lessor for all costs and attorney's fees incurred by lessor in defending against such liens.
 - 5d. Any alterations, improvements, or additions to Brush 24 shall only be conducted by lessee with lessor's permission first had and obtained, and such changes, additions, or alterations shall be at the sole expense of lessee.
 - 5e. All persons allowed to drive Brush 24 shall be properly qualified and approved by the Fire Chief of lessee.

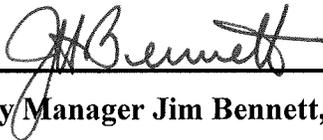
6. **INSURANCE:** Lessee shall, during the term of this lease, keep in full force and effect a policy of public liability and property damage insurance with respect to Brush 24. The policy limits for public liability shall not be less than \$100,000.00 per person and \$300,000.00 per accident and for property damage liability of not less than \$300,000.00, if applicable. In addition, lessee shall maintain vehicle comprehensive insurance coverage insuring the vehicle to the extent of its full insurable value with a deductible amount of not more than \$1,000.00. In the event of an accident or damage claim, all deductible amounts shall be paid by lessee. The policies of insurance shall name lessor as insured and shall contain a clause that the insurer will not cancel or change the insurance without giving lessor 10 days prior notice. The insurance shall be with a reputable insurance company and a certificate of insurance shall be delivered to the lessor.
7. **INDEMNIFICATION:** Lessee shall indemnify, defend, and save and hold harmless lessor from any and all claims, demands, or damages resulting from, or incidental to, lessee's use, maintenance, or operation of Brush 24 during the term of this lease.
8. **OPERATING EXPENSES:** License plates, if applicable, and certificate of title used on Brush 24 shall be issued and maintained in the name of lessor who shall also bear the cost. Lessee shall bear the cost of other operating expenses incidental to the use and operation of Brush 24. All taxes applicable to Brush 24 shall be paid by lessee. Lessee further agrees to comply with all laws, rules, regulations, and orders of lawfully constituted authorities in its operation, maintenance, and use of Brush 24.
9. **RISK OF LOSS:** Lessee hereby assumes all risk of loss and damage to Brush 24 or any of its equipment from any cause and agrees to return it to lessor upon the termination of the lease in as good a condition as received, normal wear and tear and reasonable depreciation excepted.
10. **DEFAULT AND DEFAULT REMEDIES:** Time is of the essence of this lease. Lessor, at its option, may by written notice to lessee declare this lease to be in default on the happening of any of the following:
 - 10a Failure by lessee to pay the annual rental.
 - 10b Failure of lessee to comply with any of the terms and conditions of this agreement.
 - 10c Expiration or cancellation of any policy of insurance agreed to be paid by lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal thereof, during the entire term of this lease.On declaration by lessor that the lease is in default, Brush 24 shall be surrendered and delivered to lessor and lessor may take possession of it wherever it may be found, with or without process of law, and for that purpose may enter on the premises of lessee. On default, lessee shall have no right, title, or interest in the vehicle, or the possession or use thereof.
11. **WAIVER:** Failure of lessor in any one or more instances to insist upon the performance of any of the terms of this lease, or to exercise any right or privilege conferred herein, or the waiver of any breach of any term of this lease should not thereafter be construed as a waiver of such term, which shall continue in force as if no waiver had occurred.
12. **LIMITATION OF WARRANTIES:** There are no warranties, express or implied. By lessor to lessee and lessor shall not be liable for any loss or damage to lessee, nor to anyone else of any kind and however caused, regarding the lease and use of Brush 24.

13. **ASSIGNMENT:** Lessee shall not assign this lease or Brush 24 without lessor's written consent first had and obtained.
14. **ATTORNEY'S FEES:** In the event any action is filed in relation to this lease, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney's fees.
15. **RIGHT OF FIRST REFUSAL:** In the event that lessor during the term of this lease desires to sell Brush 24, lessee shall have the right of first refusal to purchase the engine. The purchase price of Brush 24 shall be negotiated between the parties.

IN WITNESS WHEREOF, the parties have executed this lease at Newberg, Oregon, on this 27th day of June, 2004.



Chairperson Stan Gaibler, Newberg Rural Fire Protection District (Lessor)



City Manager Jim Bennett, City of Newberg (Lessee)

LEASE AGREEMENT FOR NEWBERG RURAL FIRE PROTECTION DISTRICT'S BRUSH 25

THIS LEASE AGREEMENT is between the Newberg Rural Fire Protection District, a special district of the State of Oregon, hereinafter referred to as "lessor", and the City of Newberg, a municipal corporation of the State of Oregon, hereinafter referred to as "lessee".

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. **SUBJECT OF LEASE AGREEMENT:** Lessor hereby leases to lessee one 2004 Ford Super Duty F550 Chassis 4X4 with a 6 liter turbo diesel engine, 5 speed automatic transmission, 400 gallon water tank with a 15 gallon foam cell, 18 hp Briggs and Stratton Van Guard motor and 250 gpm pump. This vehicle, bearing serial number 1FDAW57P24EC65803, shall hereafter be referred to as Brush 25.
2. **RENT:** Lessee shall pay as rent for use of Brush 25 the sum of \$1.00 per year payable to the lessor by an equal amount reduction in the protection agreement payment schedule.
3. **TERM OF LEASE:** The initial term of this lease shall commence on the date hereof and shall continue until June 30, 2005. This lease shall be renewed automatically for successive terms of one year each until either party gives written notice to the other of intention to terminate the lease; said notice to be given at least 30 days prior to the expiration of the final term. Notwithstanding anything to the contrary above stated, this lease shall terminate in the event lessee terminates its contractual obligation to provide lessor with fire protection.
4. **USE OF PROPERTY:** Brush 25 shall be used in fighting fires at the discretion of the Fire Chief of lessee or his designee, and during the term of this lease shall be under the sole and absolute control of lessee.
5. **CONTITIONS OF USE:** Lessor and its agents shall at all times (upon reasonable notice) have free access to the leased property for the purpose of inspecting it and assessing its condition and state of repair.
 - 5a. During the term of this lease, Brush 25 shall be garaged by lessee in a heated building when not in use.
 - 5b. Lessee shall, at its own expense, maintain, service, and repair Brush 25 and furnish all fuel, oil, grease, and parts necessary to keep said Brush 25 in proper operating condition during the term of this lease
 - 5c. Lessee shall keep Brush 25 free from, and shall save and hold harmless lessor from, mechanics liens and all other liens and encumbrances or charges that may be assessed against Brush 25 and shall reimburse lessor for all costs and attorney's fees incurred by lessor in defending against such liens.
 - 5d. Any alterations, improvements, or additions to Brush 25 shall only be conducted by lessee with lessor's permission first had and obtained, and such changes, additions, or alterations shall be at the sole expense of lessee.
 - 5e. All persons allowed to drive Brush 25 shall be properly qualified and approved by the Fire Chief of lessee.

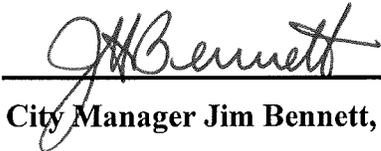
6. **INSURANCE:** Lessee shall, during the term of this lease, keep in full force and effect a policy of public liability and property damage insurance with respect to Brush 25. The policy limits for public liability shall not be less than \$100,000.00 per person and \$300,000.00 per accident and for property damage liability of not less than \$300,000.00, if applicable. In addition, lessee shall maintain vehicle comprehensive insurance coverage insuring the vehicle to the extent of its full insurable value with a deductible amount of not more than \$1,000.00. In the event of an accident or damage claim, all deductible amounts shall be paid by lessee. The policies of insurance shall name lessor as insured and shall contain a clause that the insurer will not cancel or change the insurance without giving lessor 10 days prior notice. The insurance shall be with a reputable insurance company and a certificate of insurance shall be delivered to the lessor.
7. **INDEMNIFICATION:** Lessee shall indemnify, defend, and save and hold harmless lessor from any and all claims, demands, or damages resulting from, or incidental to, lessee's use, maintenance, or operation of Brush 25 during the term of this lease.
8. **OPERATING EXPENSES:** License plates, if applicable, and certificate of title used on Brush 25 shall be issued and maintained in the name of lessor who shall also bear the cost. Lessee shall bear the cost of other operating expenses incidental to the use and operation of Brush 25. All taxes applicable to Brush 25 shall be paid by lessee. Lessee further agrees to comply with all laws, rules, regulations, and orders of lawfully constituted authorities in its operation, maintenance, and use of Brush 25.
9. **RISK OF LOSS:** Lessee hereby assumes all risk of loss and damage to Brush 25 or any of its equipment from any cause and agrees to return it to lessor upon the termination of the lease in as good a condition as received, normal wear and tear and reasonable depreciation excepted.
10. **DEFAULT AND DEFAULT REMEDIES:** Time is of the essence of this lease. Lessor, at its option, may by written notice to lessee declare this lease to be in default on the happening of any of the following:
 - 10a Failure by lessee to pay the annual rental.
 - 10b Failure of lessee to comply with any of the terms and conditions of this agreement.
 - 10c Expiration or cancellation of any policy of insurance agreed to be paid by lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal thereof, during the entire term of this lease.On declaration by lessor that the lease is in default, Brush 25 shall be surrendered and delivered to lessor and lessor may take possession of it wherever it may be found, with or without process of law, and for that purpose may enter on the premises of lessee. On default, lessee shall have no right, title, or interest in the vehicle, or the possession or use thereof.
11. **WAIVER:** Failure of lessor in any one or more instances to insist upon the performance of any of the terms of this lease, or to exercise any right or privilege conferred herein, or the waiver of any breach of any term of this lease should not thereafter be construed as a waiver of such term, which shall continue in force as if no waiver had occurred.
12. **LIMITATION OF WARRANTIES:** There are no warranties, express or implied. By lessor to lessee and lessor shall not be liable for any loss or damage to lessee, nor to anyone else of any kind and however caused, regarding the lease and use of Brush 25.

13. **ASSIGNMENT:** Lessee shall not assign this lease or Brush 25 without lessor's written consent first had and obtained.
14. **ATTORNEY'S FEES:** In the event any action is filed in relation to this lease, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney's fees.
15. **RIGHT OF FIRST REFUSAL:** In the event that lessor during the term of this lease desires to sell Brush 25, lessee shall have the right of first refusal to purchase the engine. The purchase price of Brush 25 shall be negotiated between the parties.

IN WITNESS WHEREOF, the parties have executed this lease at Newberg, Oregon, on this 27th day of June, 2004.



Chairperson Stan Gaibler, Newberg Rural Fire Protection District (Lessor)



City Manager Jim Bennett, City of Newberg (Lessee)

LEASE AGREEMENT FOR NEWBERG RURAL FIRE PROTECTION DISTRICT'S ENGINE 28

THIS LEASE AGREEMENT is between the Newberg Rural Fire Protection District, a special district of the State of Oregon, hereinafter referred to as "lessor", and the City of Newberg, a municipal corporation of the State of Oregon, hereinafter referred to as "lessee".

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. **SUBJECT OF LEASE AGREEMENT:** Lessor hereby leases to lessee one 1994 Ford L900 engine, manufactured by H&W Fire Equipment Co., with an L-10 Cummings Diesel engine, 300 hp with Allison 750 DR transmission, and a 1250 gpm front mount pump. This vehicle, bearing serial number FDYK90L4RVA40685, shall hereafter be referred to as Engine 28.
2. **RENT:** Lessee shall pay as rent for use of Engine 28 the sum of \$1.00 per year payable to the lessor by an equal amount reduction in the protection agreement payment schedule.
3. **TERM OF LEASE:** The initial term of this lease shall commence on the date hereof and shall continue until June 31, 1998. This lease shall be renewed automatically for successive terms of one year each until either party gives written notice to the other of intention to terminate the lease; said notice to be given at least 30 days prior to the expiration of the final term. Notwithstanding anything to the contrary above stated, this lease shall terminate in the event lessee terminates its contractual obligation to provide lessor with fire protection.
4. **USE OF PROPERTY:** Engine 28 shall be used in fighting fires at the discretion of the Fire Chief of lessee or his designee, and during the term of this lease shall be under the sole and absolute control of lessee.
5. **CONTITIONS OF USE:** Lessor and its agents shall at all times (upon reasonable notice) have free access to the leased property for the purpose of inspecting it and assessing its condition and state of repair.
 - 5a. During the term of this lease, Engine 28 shall be garaged by lessee in a heated building when not in use.
 - 5b. Lessee shall, at its own expense, maintain, service, and repair Engine 28 and furnish all fuel, oil, grease, and parts necessary to keep said Engine 28 in proper operating condition during the term of this lease
 - 5c. Lessee shall keep Engine 28 free from, and shall save and hold harmless lessor from, mechanics liens and all other liens and encumbrances or charges that may be assessed against Engine 28 and shall reimburse lessor for all costs and attorney's fees incurred by lessor in defending against such liens.
 - 5d. Any alterations, improvements, or additions to Engine 28 shall only be conducted by lessee with lessor's permission first had and obtained, and such changes, additions, or alterations shall be at the sole expense of lessee.
 - 5e. All persons allowed to drive Engine 28 shall be properly qualified and approved by the Fire Chief of lessee.

6. **INSURANCE:** Lessee shall, during the term of this lease, keep in full force and effect a policy of public liability and property damage insurance with respect to Engine 28. The policy limits for public liability shall not be less than \$100,000.00 per person and \$300,000.00 per accident and for property damage liability of not less than \$300,000.00, if applicable. In addition, lessee shall maintain vehicle comprehensive insurance coverage insuring the vehicle to the extent of its full insurable value with a deductible amount of not more than \$1,000.00. In the event of an accident or damage claim, all deductible amounts shall be paid by lessee. The policies of insurance shall name lessor as insured and shall contain a clause that the insurer will not cancel or change the insurance without giving lessor 10 days prior notice. The insurance shall be with a reputable insurance company and a certificate of insurance shall be delivered to the lessor.
7. **INDEMNIFICATION:** Lessee shall indemnify, defend, and save and hold harmless lessor from any and all claims, demands, or damages resulting from, or incidental to, lessee's use, maintenance, or operation of Engine 28 during the term of this lease.
8. **OPERATING EXPENSES:** License plates, if applicable, and certificate of title used on Engine 28 shall be issued and maintained in the name of lessor who shall also bear the cost. Lessee shall bear the cost of other operating expenses incidental to the use and operation of Engine 28. All taxes applicable to Engine 28 shall be paid by lessee. Lessee further agrees to comply with all laws, rules, regulations, and orders of lawfully constituted authorities in its operation, maintenance, and use of Engine 28.
9. **RISK OF LOSS:** Lessee hereby assumes all risk of loss and damage to Engine 28 or any of its equipment from any cause and agrees to return it to lessor upon the termination of the lease in as good a condition as received, normal wear and tear and reasonable depreciation excepted.
10. **DEFAULT AND DEFAULT REMEDIES:** Time is of the essence of this lease. Lessor, at its option, may by written notice to lessee declare this lease to be in default on the happening of any of the following:
 - 10a Failure by lessee to pay the annual rental.
 - 10b Failure of lessee to comply with any of the terms and conditions of this agreement.
 - 10c Expiration or cancellation of any policy of insurance agreed to be paid by lessee, or the cessation in force according to its original terms of such insurance, or of any extension or renewal thereof, during the entire term of this lease.

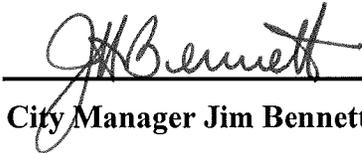
On declaration by lessor that the lease is in default, Engine 28 shall be surrendered and delivered to lessor and lessor may take possession of it wherever it may be found, with or without process of law, and for that purpose may enter on the premises of lessee. On default, lessee shall have no right, title, or interest in the vehicle, or the possession or use thereof.
11. **WAIVER:** Failure of lessor in any one or more instances to insist upon the performance of any of the terms of this lease, or to exercise any right or privilege conferred herein, or the waiver of any breach of any term of this lease should not thereafter be construed as a waiver of such term, which shall continue in force as if no waiver had occurred.
12. **LIMITATION OF WARRANTIES:** There are no warranties, express or implied. By lessor to lessee and lessor shall not be liable for any loss or damage to lessee, nor to anyone else of any kind and however caused, regarding the lease and use of Engine 28.

13. **ASSIGNMENT:** Lessee shall not assign this lease or Engine 28 without lessor's written consent first had and obtained.
14. **ATTORNEY'S FEES:** In the event any action is filed in relation to this lease, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney's fees.
15. **RIGHT OF FIRST REFUSAL:** In the event that lessor during the term of this lease desires to sell Engine 28, lessee shall have the right of first refusal to purchase the engine. The purchase price of Engine 28 shall be negotiated between the parties.

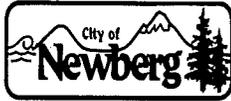
IN WITNESS WHEREOF, the parties have executed this lease at Newberg, Oregon, on this 27th day of June, 2004.



Chairperson Stan Gaibler, Newberg Rural Fire Protection District (Lessor)



City Manager Jim Bennett, City of Newberg (Lessee)



RESOLUTION No. 2004-2514

**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT
WITH THE NEWBERG RURAL FIRE PROTECTION DISTRICT TO
COMMENCE JULY 1, 2004.**

RECITALS:

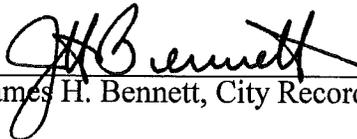
1. The City has entered into agreements with the Newberg Rural Fire Protection District ("District") for provisions of fire service to the Rural District.
2. This agreement would go into effect on July 1, 2004, and remain in effect until such time as the parties agree to terminate at the end of any fiscal year (June 30th); it being the "purpose and intent of agreement that it shall continue to be renewable as experienced determines the proprietary of the levy and the services."
3. The agreement provides that either party may request terms to be renegotiated by giving the other party 30-days written notice of their intention.
4. This agreement provides a long term working framework by which the City and the Fire District can continue in their efforts to provide fire protection to the citizens of the District and meet one another's need to finance those services.
5. The agreement also adopts the lease agreements where the District leases the equipment it has purchased to the City.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The Mayor is hereby authorized to sign an agreement, which is attached to this resolution as Attachment "A" and by this reference incorporated, between the City of Newberg and the Newberg Rural Fire Protection District, which commences July 1, 2004.
2. The City Manager is hereby authorized to sign the lease agreements (for District Tender Nos. 23, 24, 25, and 28) on behalf of the City, which is attached to this resolution as Attachment "B" and by this reference incorporated, for the Newberg Rural Fire Protection District, commencing July 1, 2004.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date which is: June 22, 2004.

ADOPTED by the City Council of the City of Newberg, Oregon, this 21st day of June, 2004.


James H. Bennett, City Recorder

ATTEST by the Mayor this 29th day of June, 2004.

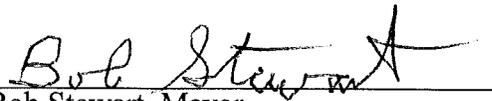

Bob Stewart, Mayor

Exhibit B

MEMORANDUM OF UNDERSTANDING

Comp Time Proposal

- All accrued Comp Time will be converted to alternate benefit options currently available within the TVF&R CBA.
 - Options;
 - Deferred Comp
 - Vacation holding account per Article 22.11
 - HRA deposit per Article 21.3
 - PEHP contribution per Article 12.4.1 and 22.8
- Comp Time balances must be converted and zeroed out prior to the July 1, 2016 functional consolidation implementation.

Management Counter Proposal
TA 2/2/16

2-2-2016

Memorandum of Understanding

Holiday Time Cash Out:

Newberg members' Holiday Time accruals will be cashed at their **normal hourly rate** (Excluding AIC and Paramedic Preceptor Incentive Pay) on June 30, 2016 by the City of Newberg and each member will receive 72 hours of Personal Leave applied to their individual Personal Leave Bank by Tualatin Valley Fire & Rescue on July 1, 2016

MEMORANDUM OF UNDERSTANDING

Captain Proposal

- Create the position of Captain and conduct Newberg promotional test for one Captain
 - Closed process to Newberg members that meet eligibility requirements
 - Eligibility requirements must be equivalent to TVF&R requirements for Captain
 - Eligibility list to be disposed of upon list expiration or functional consolidation occurs.
- Allow for one non bargaining unit Division Chief to assume the new rank of Captain
- Assign one Captain to each Newberg station
 - This action to happen as soon as possible and prior to a functional consolidation
 - Newberg Captains are available for reassignment to a TVF&R station after initiation of the functional consolidation as long as it is mutually agreed upon by all parties
- At the time of functional consolidation, Newberg employees are able to take future TVF&R promotional exams, reside on list, but are not available for TVF&R position consideration until annexation occurs.

MEMORANDUM OF UNDERSTANDING

Current Newberg Fire Contract Freeze:

The current Local 1660-Newberg Fire Collective Bargaining Agreement will freeze effective at the time of the functional consolidation. The contract will remain indefinitely until such time an annexation of the City of Newberg occurs.

The current Newberg wages will increase by the same parameters established in Article 10 and Appendix Each year of the functional consolidation.

The current Local 1660-Newberg Fire Health Care plan will remain the same or similar as what is available now and the Newberg Fire member contribution rate as listed in Article 10.

Should an annexation not occur and Newberg members return to Newberg, all parties agree to open negotiations for the purposes of ratifying a new contract.

MEMORANDUM OF UNDERSTANDING

Oregon State Fire Marshal Incident Management Team participation during the functional consolidation:

Current represented Newberg employees or those that become represented employees under Local 1660 and that are participants on the OSFM Incident Management Team, may continue under the following parameters:

1. Has the support of the Fire Chief
2. Are current with the training and expectations as listed in the current State Fire Marshals Mobilization Plan
3. Are in good standing as it relates to current individual compliance training as set forth in TVF&R SOG
4. Does not have adverse impacts on staffing of the District
5. Will not exceed a total participant head count of five represented positions within the District, with the transferring Newberg employees given priority

Union Proposal
TA 1-25-16

January 7, 2016

Memorandum of Understanding

Mandatory 96 hours of Overtime for Newberg members:

Newberg members, upon initiation of TVF&R operational contract on July 1st, shall be required to work 48 hours of overtime by December 15th. 2016.

Union Proposal
TA 1-25-16

January 7, 2016

MEMORANDUM OF UNDERSTANDING

Part-time Firefighters:

Effective the last day before the functional consolidation, the city of Newberg will hire the current part-time Firefighters as full-time firefighters. These members will become probationary firefighters under the TVFR labor contract.

January 7, 2016

MEMORANDUM OF UNDERSTANDING

Seniority for Newberg members:

TVFR department seniority will be established based upon the members initial full time hire date into Newberg Fire Department. Seniority will be consistent with Article 7 of the current TVFR contract, and any affected leaves will be calculated as written in Article 7.

Benefit Calculation date and department seniority will be the same date for Newberg members.

Seniority in classification will be as detailed in Article 7 of the TVFR contract. Newberg Engineer promotion dates will be established by utilizing the date in which the NFD began paying the Engineer incentive pay, as listed in the wage slot proposal.

Both department seniority and classification seniority will be dovetailed into the current TVFR structure.

MEMORANDUM OF UNDERSTANDING

Staffing of the Newberg stations during the functional consolidation:

Based upon the available financial resources offered from the City of Newberg to TVF&R during the contract phase, each Newberg station will be staffed in the following manner:

1 Captain

2 Lieutenants

3 Apparatus Operators

9 Firefighters

Of the above mentioned positions, at least one position per Engine will be ALS and two (2) Paramedics assigned to each medic unit. The intent is to field a 3-person engine company and a 2-person medic from each station.

Of the above mentioned positions, six positions (2 per shift) at station 20 need to be water rescue qualified and will be eligible for water rescue incentive pay consistent with the current CBA. The District would then recognize that the maximum head count for the Water Rescue Team (Stations 59 and 20) moves from 15 to 24. All applicable aspects of SOG 5.9.1 apply.

Existing Newberg members will fill the water rescue staffing requirements at Station 20 if they meet the current requirements as listed in 5.9.1. Should a Newberg member not be qualified as listed in 5.9.1, the District shall have 12 months to get those individuals qualified.

Should the City of Newberg not pass through their available financial resources to TVF&R, and therefore there are not adequate funds to staff at the above mentioned level, Labor and Management agree to reconvene to discuss the ramifications of such decision.

Should the City of Newberg be annexed by TVF&R at some point in the future, TVF&R will commit to staff one apparatus at each of the original Newberg stations to the level consistent with TVF&R staffing models, within 24 months. The District agrees to consider a SAFER Grant to up staffing to 4-person engine companies at the time the District is actively in the annexation process.

Union Proposal
TA 1-25-16

January 7, 2016

MEMORANDUM OF UNDERSTANDING

Transfer to/from Newberg stations during the contract period:

Provided that each station will have a station Captain, Newberg members may remain assigned to a Newberg station, if they desire, during the functional consolidation.

In the absence of enough TVFR members requesting assignment to a Newberg station, current Newberg members will remain assigned Newberg stations, during the functional consolidation.

Overtime filling will not be affected by the above provisions, and paid time off vacancies will be filled district at large according to SOG 5.2.1.

MEMORANDUM OF UNDERSTANDING

Use of Volunteers during the functional consolidation period:

Volunteers

Volunteers will not "co-staff" Newberg Fire Department apparatus.

Volunteers will not be used in a manner to replace career staffing on primary response apparatus.

Volunteers will be utilized in a firefighting role on second out engines, water tenders and brush units.

Volunteers will be held to the same standards as outlined in TVF&R SOG 5.8.1

Employee	Newberg Job Title	Hire Date	Years of Service by 7/1/16	Promotion Date	Newberg Hourly Base Salary	Newberg Total to map	Newberg Annual Salary (2912 hrs)	TVFR Job Title	Closest (= or >) TVFR Hourly Salary (Adjusted to 56 hr week)	Closest (= or >) TVFR Hourly Base Salary (51 hr week)	PM	Closest (= or >) TVFR Hourly Total Salary (51 hr week)	Closest (= or >) TVFR Annual Salary (2629.68 hrs)
Erwin, Michael R	Firefighter	7/8/15	0	7/8/15	\$21.98	22.86	66568.32	Apparatus Operator	25.1630197	25.476	2.3889	27.8649	73275.72
Mau, Gregory D	Firefighter	7/23/15	0	7/23/15	\$21.98	22.86	66568.32	Apparatus Operator	25.1630197	25.476	2.3889	27.8649	73275.72
Rojo, Griffin D	Firefighter	2/25/15	1	2/25/15	\$21.98	22.86	66568.32	Apparatus Operator	25.1630197	25.476	2.3889	27.8649	73275.72
Hartmann, Donald A E	Firefighter - AO	1/22/15	1	1/22/15	\$24.23	25.68	74780.16	Apparatus Operator	26.4720402	26.8012	2.5132	29.3144	77087.64
Boyes, Daniel J	Firefighter - AO	9/1/08	7	9/1/08	\$28.05	29.17	84943.04	Apparatus Operator	29.2454362	29.6155	2.7701	32.3856	85163.88
Schnell, Ryan J	Firefighter - AO	10/9/07	8	2/3/09	\$28.05	29.17	84943.04	Apparatus Operator	29.2454362	29.6155	2.7701	32.3856	85163.88
Sorensen, Colin P	Firefighter - AO	2/25/07	9	2/12/08	\$28.05	29.17	84943.04	Apparatus Operator	29.2454362	29.6155	2.7701	32.3856	85163.88
Hankel, Shannon M	Firefighter - AO	3/18/09	7	9/14/09	\$28.05	29.73	86573.76	Apparatus Operator	30.685128	31.0554	2.9108	33.9662	89356.32
Henry, Brandon J	Firefighter - AO	8/21/10	5	11/21/10	\$28.05	29.73	86573.76	Apparatus Operator	30.685128	31.0554	2.9108	33.9662	89356.32
Sherman, Michael M	Firefighter - AO	10/11/07	8	10/11/09	\$28.05	29.73	86573.76	Apparatus Operator	30.685128	31.0554	2.9108	33.9662	89356.32
Tarmichael, Joseph F	Firefighter - AO	5/17/04	12	7/7/07	\$28.05	29.73	86573.76	Apparatus Operator	30.685128	31.0554	2.9108	33.9662	89356.32
Tish, John A	Firefighter - AO	10/1/01	14	7/1/05	\$28.05	29.73	86573.76	Apparatus Operator	30.685128	31.0554	2.9108	33.9662	89356.32
Dickenson, Lawrence W	Lieutenant	2/22/00	16	1/1/07	\$32.26	32.26	93941.12	Lieutenant	32.9187374	33.5425	2.9108	36.4533	95860.68
Friedrich, Jeremy E	Lieutenant	1/1/07	9	9/21/09	\$32.26	32.26	93941.12	Lieutenant	32.9187374	33.5425	2.9108	36.4533	95860.68
Hardeman, Clinton A	Lieutenant	1/1/06	10	7/21/15	\$32.26	32.26	93941.12	Lieutenant	32.9187374	33.5425	2.9108	36.4533	95860.68
Pettijohn, Ronald L	Lieutenant	8/1/02	13	8/1/02	\$32.26	32.26	93941.12	Lieutenant	32.9187374	33.5425	2.9108	36.4533	95860.68
Whitmire, Burk A	Lieutenant	11/17/07	8	10/29/07	\$32.26	32.26	93941.12	Lieutenant	32.9187374	33.5425	2.9108	36.4533	95860.68
Willette, Andrew J	Lieutenant	8/21/10	5	8/21/10	\$32.26	32.26	93941.12	Lieutenant	32.9187374	33.5425	2.9108	36.4533	95860.68
Haven, Alexander B	Division Chief	3/18/03	13	11/17/07			100464	Captain	35.9624593	36.9131	2.9108	39.8239	104724.12

Part time employees

Employee	Newberg Job Title	Hire Date	Years of Service by 7/1/16	Newberg Hourly Base Salary	Newberg Total to map	Newberg Annual Salary (2912 hrs)	TVFR Job Title	Closest (= or >) TVFR Hourly Salary (Adjusted to 56 hr week)	Closest (= or >) TVFR Hourly Base Salary (51 hr week)	PM applied if licensed	Closest (= or >) TVFR Hourly Total Salary (51 hr week)	Closest (= or >) TVFR Annual Salary (2629.28 hrs)
Carr, Brent	Firefighter PT	3/27/14	2	\$19.88	19.88	57890.56	Firefighter	21.5724647	23.8888		23.8888	62819.88
Cowan, Jacob	Firefighter PT	6/6/15	1	\$19.88	19.88	57890.56	Firefighter	21.5724647	23.8888		23.8888	62819.88
Green, Bryan	Firefighter PT	7/23/15	0	\$19.88	19.88	57890.56	Firefighter	21.5724647	23.8888		23.8888	62819.88
Jennings, Michael	Firefighter PT	9/21/10	5	\$23.04	23.04	67092.48	Firefighter	23.8182717	26.3758		26.3758	69359.76

Exhibit C

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: March 7, 2016

Order ___	Ordinance ___	Resolution ___	Motion ___	Information <u>XX</u>
No.	No.	No.		

SUBJECT: Manufactured home rehabilitation and repair loan and grant program concept.

**Contact Person (Preparer) for this Item: Doug Rux, Director
Dept.: Community Development
File No.:**

EXECUTIVE SUMMARY:

The Newberg Affordable Housing Commission (NAHC) met on January 26, 2016 and discussed the opportunity to utilize funds from the Affordable Housing Trust Fund for a manufactured home rehabilitation and repair loan and grant program. Chair Stuart Brown explained that there are 600 affordable manufactured homes in the community and that there is a growing need for rehabilitation and repair of this affordable housing stock. The NAHC discussed the opportunity to collaborate with Newberg Area Habitat for Humanity to fund a program with Habitat for Humanity providing matching funds to those identified from the Newberg Affordable Housing Trust Fund (NAHTF). The concept discussed envisioned the program functioning like a micro loan or grant program.

The NAHC also discussed establishing a subcommittee to evaluate if a program could be created. The subcommittee would meet outside of the regular NAHC quarterly meetings. Items that would need to be discussed by the subcommittee include:

- 1) Funds available in the Affordable Housing Trust Fund.
- 2) Policies and Procedures for Administration of the Affordable Housing Trust Fund.
- 3) Evaluating if the program would be loans, grants or a combination of loans and grants.
- 4) The possible maximum amount of loans or grants.
- 5) Evaluating how matching funds from Newberg Area Habitat for Humanity could be blended into a program.
- 6) A process to market and make manufactured home owners aware of a rehabilitation and repair program.
- 7) Other items to be identified.

Activities of the subcommittee would be presented back to the NAHC. The NAHC would then provide a report to the City Council for consideration.

FISCAL IMPACT:

The fiscal impact of establishing a manufactured home rehabilitation and repair program is unknown. The Affordable Housing Trust Fund has a total of \$63,338 budgeted in Fiscal Year 2015-2016.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL GOALS):

The manufactured home rehabilitation and repair program concept could advance Goal #7 – Manage and operate the City government in an efficient and effective manner. Objective 7.5 states “Partner with other organizations to ensure systems for meeting the needs of the community’s underprivileged or disadvantaged citizens.

REQUEST FOR COUNCIL ACTION

Date of Council Meeting: March 7, 2016

Order ___ No.	Ordinance ___ No.	Resolution ___ No.	Motion ___	Information <u>XX</u>
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**SUBJECT: Forward Looking Calendar,
Newberg Library Hours expand**

**Contact Person (Preparer) for this
Item: Sue Ryan, City Recorder
Dept.:
File No.:**

EXECUTIVE SUMMARY: These items are informational for the Council and the public.

The Newberg Library is pleased to announce that starting March 1st, the library hours will expand. The Library will now be open Wednesday evenings until 8:00 p.m. and Saturday afternoons until 5:00 p.m.

New Library hours as of March 1, 2016

Tuesdays, Wednesdays and Thursdays	10:00 a.m. – 8:00 p.m.
Fridays	12 noon – 5:00 p.m.
Saturdays	10:00 a.m. – 5:00 p.m.

The Library is located at 503 E. Hancock Street. For more information on Library services, visit www.newbergoregon.gov/library, e-mail nplibrary@newbergoregon.gov or call (503) 538-7323

STRATEGIC ASSESSMENT (RELATE TO COUNCIL GOALS): To keep the citizenry informed.

**NEWBERG CITY COUNCIL
2016 FORWARD LOOKING CALENDAR**

Monday, March 14, 2016 Executive Session at 6:00 p.m.

Executive Session – Review of City Manager applications

Monday, March 21, 2016

Work Session – Committee Reports

Resolution 3267 Library Substitute hire and Public Works Operations Plant mechanic

Resolution 3260 Murray Smith Contract amendment

OLCC license for Yamhills Inc. dba Yamhills

Ordinance 2798 Recreational Marijuana Producers and Processors – time, place and manner

Resolution 3261 Villa Road ROW acquisition

Resolution 3262 Relay for Life Festival Day

Resolution 3265 Updating performance standards for charter employees

Council Priorities timelines

Presentation on Sportsman Airpark

Presentation on Cultural District Report

Information on January Financial Reports

Information on Yamhill County Housing Authority CDBG grant

Monday, April 4, 2016

Work Session – Design Star Kids presentations

Work Session – Newberg Animal Shelter contract review

Resolution 3255 To hire tourism consultant

Ordinance 2799 Rourke annexation

Resolution *tentative on Master Fee Schedule Adoption*

Presentation on Chamber quarterly report

Council Business – Discuss District 4 appointment

Saturday, April 9, 2016 9:00 a.m. to 3:00 p.m.

Executive Session City Manager 1st round interviews

Other upcoming Council meetings

Monday, March 28 – 4:00 p.m. Economic Development Strategy Meeting

Thursday, April 14 – 6:00 p.m. Chehalem Future Focus at Cultural Center

Saturday, April 16 – 9:00 a.m. to 2:00 p.m. Budget Committee Tour and orientation