SPECIAL CITY COUNCIL MEETING
AGENDA
AUGUST 26, 2016, 9:00 AM
City Hall 1st Floor Conference Room (414 EAST FIRST 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. 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)

IV. NEW BUSINESS
1. Resolution 3335 TGM additional funds receipt approving an intergovernmental agreement

V. ADJOURNMENT

Anyone may attend this meeting in person or wishing to be heard during the Public Comment period via teleconference may call 503 554-7703 by 9 a.m. on August 26, 2016.

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 advanced of the meeting as possible and no later than two businessdays prior to the meeting. To request these arrangements, please contact the City Recorder at (503) 537-1283. For TTY services 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 an agenda item beginning and turn it into the City Recorder. Speakers who wish the Council to consider written material are encouraged to submit information in writing by 12:00 p.m. (noon) the day of the meeting

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: August 26, 2016

Order No.	Ordinance No.	Resolution No. 2016-3335 X	Motion	Information

SUBJECT: A resolution authorizing the City Manager to amend an Intergovernmental Agreement with the State of Oregon, acting through the Oregon Department of Transportation, for a Transportation Growth Management Grant for the Newberg Downtown Improvement Plan.	**Contact Person (Preparer) for this Motion: Steve Olson, Senior Planner** **Dept.: Community Development** **File No.: GR-14-001**

RECOMMENDATION:

Adopt Resolution No. 2016-3335, authorizing the City Manager to amend an Intergovernmental Agreement with the State of Oregon, acting through the Oregon Department of Transportation, for a Transportation Growth Management Grant for the Newberg Downtown Improvement Plan.

EXECUTIVE SUMMARY:

The Newberg City Council adopted Resolution No. 2015-3190 on July 20, 2015 authorizing the City Manager to enter into an Intergovernmental Agreement with the State of Oregon, acting through the Oregon Department of Transportation, for a Transportation Growth Management Grant for the Newberg Downtown Improvement Plan in the amount of $259,630. The IGA was approved, and the plan process is well underway. The consultant team led two public workshops, which helped determine what the public valued about downtown and what they hoped to see develop in the future. The consultant team, city staff and ODOT staff collectively thought that adding a third public workshop would strengthen the public process and the plan, and give the public a chance to give feedback on the draft plan. ODOT has approved an amendment to the IGA which would provide an additional $14,530 for the third workshop, and extend the agreement end date from October 31, 2016 to May 31, 2017. The City Council needs to adopt a resolution to authorize the City Manager to amend the existing IGA to increase the amount of the grant and extend the end date.

FISCAL IMPACT:

The existing TGM Grant amount is $259,630, and the amendment would increase it to $274,160. The existing city match obligation is $37,027, and the amendment would increase it to $37,385. The City has no direct cash contribution to the project. The match obligation is attributed to in-kind staff time contributions as well as volunteer hours from the Newberg Downtown Coalition.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL GOALS):

The Newberg Downtown Improvement Plan furthers the goal of "Create a clear vision for the future of Newberg, maintaining its small town feel" and the objective to "Support and encourage efforts to create a specific vision for Newberg". A second goal is "Maintain and modernize the City's transportation and utilities infrastructure" and the objective of "Developing a plan for transportation within Newberg's downtown core post Newberg-Dundee Bypass". It also aligns with the goal to "Foster and encourage economic development in the community" and the objective of "Reviewing future land use plan, including urban growth boundary (UGB), urban reserve (URA) and city limits" by virtue of analyzing the land use activities in the downtown area and identifying the opportunities to revitalize the downtown area.

RESOLUTION NO. 2016-3335

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AMEND AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF OREGON, ACTING THROUGH THE OREGON DEPARTMENT OF TRANSPORTATION, FOR A TRANSPORTATION GROWTH MANAGEMENT GRANT FOR THE NEWBERG DOWNTOWN IMPROVEMENT PLAN.

RECITALS:

1. The Newberg City Council adopted Resolution No. 2015-3190 on July 20, 2015 authorizing the City Manager to enter into an Intergovernmental Agreement with the State of Oregon, acting through the Oregon Department of Transportation, (ODOT), for a Transportation Growth Management Grant for the Newberg Downtown Improvement Plan in the amount of $259,630.

2. At the request of city staff and the consulting team, ODOT agreed to increase the grant amount to $274,160 and extend the termination date from October 31, 2016 to May 31, 2017. Amendment No. 1 to TGM Grant Agreement No. 30698 is attached as Exhibit "A".

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Manager is authorized to amend an Intergovernmental Agreement with the State of Oregon, acting through ODOT, for a Transportation Growth Management Grant for the Newberg Downtown Improvement Plan.

- **EFFECTIVE DATE** of this resolution is the day of the adoption, which is: August 26, 2016.

ADOPTED by the City Council of the City of Newberg, Oregon, this 26th day of August, 2016.

_____
Sue Ryan, City Recorder

ATTEST by the Mayor this 26th day of August, 2016.

_____
Bob Andrews, Mayor

Amendment No. 1
TGM Grant Agreement No. 30698
TGM File Code 2B-14
EA# TG15LA10

AMENDMENT NO. 1

The State of Oregon, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" or "Agency", and City of Newberg, hereinafter referred to as "City", entered into an intergovernmental agreement on July 30, 2015 ("Agreement"). Said Agreement covers a Transportation and Growth Management grant for City of Newberg, Downtown Improvement Plan.

It has now been determined by ODOT and City that the Agreement referenced above, although remaining in full force and effect, shall be amended to extend the agreement end date and increase the project dollar amount Except as expressly amended below, all other terms and conditions of the Agreement are still in full force and effect.

Exhibit A, the Statement of Work, shall be amended to include an addendum to the Statement of Work.

Paragraph A of Section 2 (Terms of Agreement); which currently reads:

> "Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on October 31, 2016 ("Termination Date")."

Shall be amended to read:

> "Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on May 31, 2017 ("Termination Date")."

Paragraph B of Section 2 (Terms of Agreement); which currently reads:

> "Grant Amount. The Grant Amount shall not exceed $259,630."

Shall be amended to read:

> "Grant Amount. The Grant Amount shall not exceed $274,160."

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Paragraph D of Section 2 of (Terms of Agreement); which currently reads:

"Consultant's Amount. The Consultant's Amount shall not exceed $259,630."

Shall be amended to read:

"Consultant's Amount. The Consultant's Amount shall not exceed $274,160."

Paragraph E of Section 2 of (Terms of Agreement); which currently reads:

"City's Matching Amount. The City's Matching Amount is $37,027 or 12.48% of the Total Project Costs."

Shall be amended to read:

"City's Matching Amount. The City's Matching Amount is $37,385 or 12% of the Total Project Costs."

This Amendment may be executed in several counterparts (facsimile or otherwise) all of which when together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Amendment so executed shall constitute an original.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year hereinafter written.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

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STATE OF OREGON, by and through its Department of Transportation

By _____
Division Administrator or designee
Transportation Development Division

Date _____

City of Newberg

By _____
Official's Signature

Date _____

Contact Names:

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Addendum to Exhibit A
Statement of Work
City of Newberg, Downtown Improvement Plan

Subtask 4.9 shall be added as following:

4.9 Open House #3 – Open House #3 is intended to have the public actively examine and refine the various projects, funding sources and actions for implementing the NDIP over time.

Consultant shall facilitate, City shall arrange for and participate in, and APM will participate in a meeting to plan Open House #3. Consultant shall obtain agreement from City and APM on the following:

- Location and format for Open House #3. Format must be similar to Open House #2 with a check-in table staffed by the City, sign-up sheet, presentation performed by the Consultant, and boards set-up around the room to solicit public input;
- Presentation materials Consultant shall prepare, revise or provide; and
- Advertising and outreach needed to ensure a broad and diverse turnout for community participants.

City shall schedule Open House #3 and secure the location. Consultant shall prepare the draft and revised advertising and outreach materials with City and APM input on the following items:

- Project poster
- Website notice
- Email notice

Consultant shall email project poster, website notice and email notice to City. City shall post the website notice and provide the email notice and the project poster to stakeholder groups and interested parties.

Consultant shall conduct and City shall attend Open House #3. City shall provide all comments received on the Project Website and at Open House #3 to the Consultant. Consultant shall provide the City and APM with the Open House #3 summary that includes a summary of comments received on the Project Website and at the Open House #3, and an assessment of the implications of comments on the Draft NDIP.

Subtask 4.9 shall be renumbered to 4.10

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Task 4 City and Consultant Deliverables list shall be deleted in their entirety and replaced with the following:

City Deliverables

4.A Comments on Memo #3
4.B Comments on Newberg Downtown Case Study
4.C "Reality Check" Meeting
4.D PMT Meeting #3
4.E Joint Planning Commission and City Council Workshop
4.F Comments on Draft NDIP
4.G PMT Meeting #4 & NDIPAC Meeting #4
4.H Open House #3
4.I Project Website Update

Consultant Deliverables

4.A Memo #3
4.B Newberg Downtown Case Study
4.C "Reality Check" Meeting
4.D PMT Meeting #3
4.E Joint Planning Commission and City Council Workshop Preparation
4.F Joint Planning Commission and City Council Workshop
4.G Draft NDIP
4.H PMT Meeting #4 & NDIPAC Meeting #4
4.I Open House #3
4.J Materials for Project Website Update

Subtask 5.1 shall be deleted in its entirety and replaced with the following:

5.1 Public Hearing Draft NDIP - Consultant shall prepare Pubic Hearing Draft NDIP, incorporating comments from PMT, NDIPAC and Open House #3. Public Hearing Draft NDIP must include implementation-related comprehensive plan, TSP and zoning amendments in adoption-ready format. Consultant shall provide to City twelve color copies (three-ring binders) and an electronic version of the Public Hearing Draft NDIP and attachments.

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Project Schedule shall be deleted it in entirety and replaced with the following:

Task/Subtask	Schedule
Task 1 Project Set-up and Initiation	**August – October 2015**
1.A Background Information	
1.B PMT Meeting #1 and NDIPAC Meeting #1	
1.C Outline for Project Website and Review Initial Materials	
Task 2 Existing Conditions Analysis	**August -- November 2015**
2.A Stakeholder Interview Questions	
2.B Memo #1	
2.C Memo #2	
2.D NDIPAC Meeting #2	
Task 3 Community Vision Process	**November 2015- February 2016**
3.A Open House #1	
3.B PMT Meeting #2 and Initial Vision and Concepts	
3.C Open House #2	
3.D NDIPAC Meeting #3	
Task 4 Draft NDIP	**February- September 2016**
4.A Memo #3	
4.B Newberg Downtown Case Study	
4.C "Reality Check" Meeting	
4.D PMT Meeting #3	
4.E Joint Planning Commission & City Council Workshop Preparation	
4.F Joint Planning Commission & City Council Workshop	
4.G Draft NDIP	
4.H PMT Meeting #4 & NDIPAC Meeting #4	
4.I Open House #3	
4.J Materials for Project Website Update	

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Task/Subtask	Schedule
Task 5 Public Hearing Draft NDIP and Adoption Process	**October 2016 - February 2017**
5.A Public Hearing Draft NDIP	
5.B Planning Commission Hearing	
5.C City Council Hearing	
5.D Final NDIP	
5.E Materials for Project Website Update	
Task 6 Contingent Traffic Analysis	**Throughout Project Timeline**
6.A Contingent Traffic Future Alternatives Analysis	

Consultant Amount per Deliverable Table shall be deleted in its entirety and replaced with the following:

Task/Subtask	Deliverable Amount
Task 1 Project Set-up and Initiation	**$13,940**
1.A Background Information	$4,110
1.B PMT Meeting #1 and NDIPAC Meeting #1	$6,180
1.C Outline for Project Website and Review Initial Materials	$3,650
Task 2 Existing Conditions Analysis	**$64,390**
2.A Stakeholder Interview Questions	$680
2.B Memo #1	$49,680
2.C Memo #2	$9,170
2.D NDIPAC Meeting #2	$4,860
Task 3 Community Vision Process	**$51,090**
3.A Open House #1	$16,330
3.B PMT Meeting #2 and Initial Vision and Concepts	$12,030
3.C Open House #2	$19,070
3.D NDIPAC Meeting #3	$3,660

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Task/Subtask	Deliverable Amount
Task 4 Draft NDIP	**$102,970**
4.A Memo #3	$5,510
4.B Newberg Downtown Case Study	$10,040
4.C "Reality Check" Meeting	$3,290
4.D PMT Meeting #3	$1,510
4.E Joint Planning Commission and City Council Workshop Preparation	$12,230
4.F Joint Planning Commission & City Council Workshop	$5,710
4.G Draft NDIP	$44,700
4.H PMT Meeting #4 & NDIPAC Meeting #4	$5,180
4.I Open House #3	$14,530
4.J Materials for Project Website Update	$270
Task 5 Public Hearing Draft NDIP and Adoption Process	**$18,750**
5.A Public Hearing Draft NDIP	$7,720
5.B Planning Commission Hearing	$3,310
5.C City Council Hearing	$2,900
5.D Final NDIP	$4,110
5.E Materials for Project Website Update	$710
Task 6 Contingent Traffic Analysis	**$23,020**
6.A Contingent Traffic Future Alternatives Analysis	$23,020
Non-Contingent Total	**$251,140**
Contingent Total	**$23,020**
TOTAL	**$274,160**