City Council
November 16th, 2026
6:00pm
Newberg Public Safety Building 401 E. Third Street
Denise Bacon Community Room
Online: https://us06web.zoom.us/j/89536547180
Public Comment Registration

Presentation

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1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **City Manager Statistics Report on September**
   - **4.1.** Presentation
5. **Public Comments**
6. **Consent Calendar**
   - **6.1. PGE Franchise Agreement**
     a. Resolution 2026-4053
7. **New Business**
   - **7.1. Waste Water Treatment Plant Upgrade**
     a. Presentation
     b. Resolution 2026-4054
     c. Exhibit A: Waste Water Plant Upgrade 2026 RFP
     d. Exhibit B: Final E-500 Agreement
     e. Exhibit C: Final E-500 Exhibits to Agreement
     f. Exhibit D: Final Scope of Work
8. **Public Hearing**
   - **8.1.** Annual Code Maintenance
     a. Presentation
     b. Exhibit A Ordinance 2026-2946
     c. Exhibit A-1a Annotated
     d. Exhibit A-1b Clean
     e. Exhibit B 2026-2947
     f. Exhibit B-1a Annotated
     g. Exhibit B-1b Clean
     h. Exhibit C PC Res 2026-402
     i. Exhibit D- DLCD Comments

9. **Adjournment**

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

*Indicates a supplementary item

REQUEST FOR COUNCIL ACTION

Date Action Requested: (November 16, 2026)

Order ☐ Ordinance ☐ Resolution ☐ Motion ☐ Information ☒ Proclamation ☐	
Subject: CM statistics for September 2026	Staff: Will Worthey CM Department: Administration
Work Session ☐ Business Session ☒	Order On Agenda: CM report

Is this item state mandated? Yes ☐ No ☒

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

Recommendation: NA

Executive Summary: The summary of events conducted by city departments in September of 2026.

Fiscal Impact: All were conventionally budgeted items.

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

Newberg CM Report

Monthly Statistics to the End of September 2026

Planning: combined planning decisions of all sorts*: 7

Average 2022

11.7

Average 2023

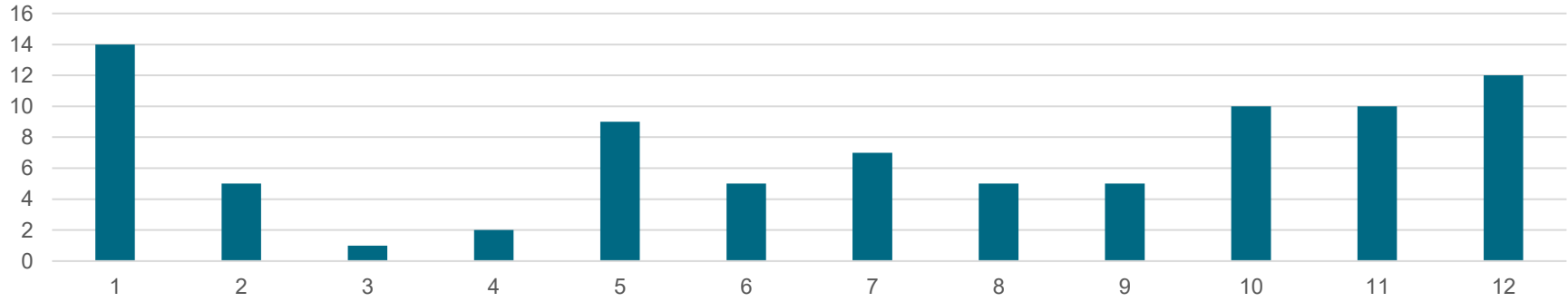
11.8

Average 2024

8.6



2025 Planning Decisions Average: 7.1



* Combined from the Director, Planning Commission and Council

Planning: building permits for housing units: 10

Average 2022

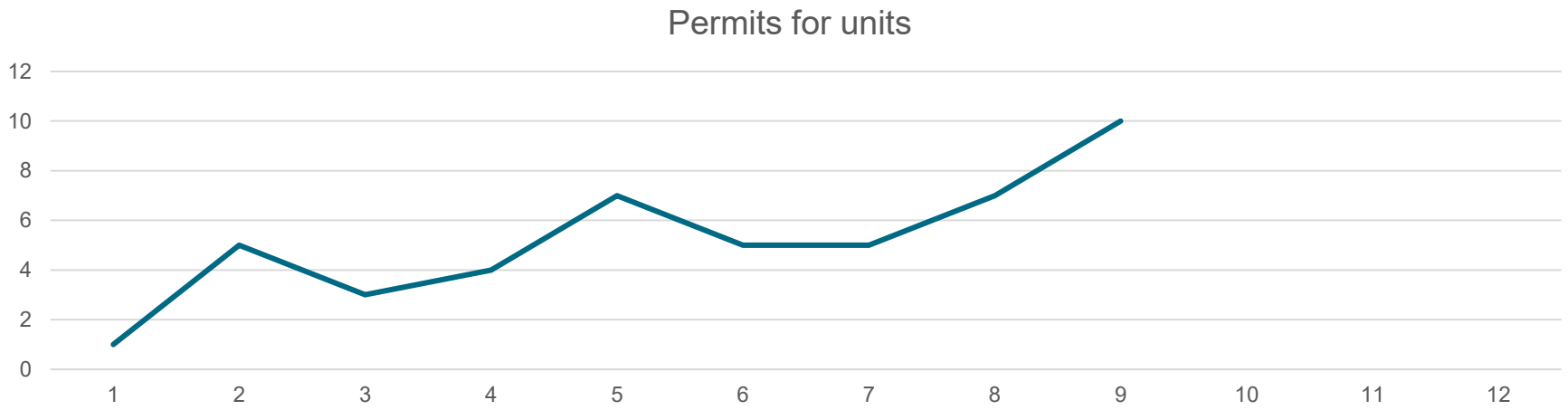
15

Average 2023

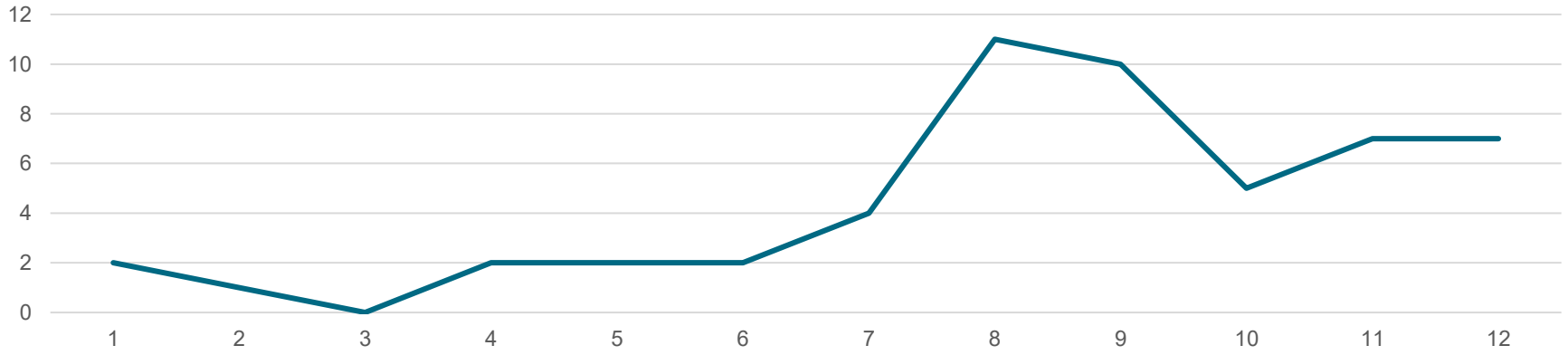
7.8

Average 2024

5.7



2025 Permits for units Average: 4.4



Planning: building permits other types: 76

Average 2022

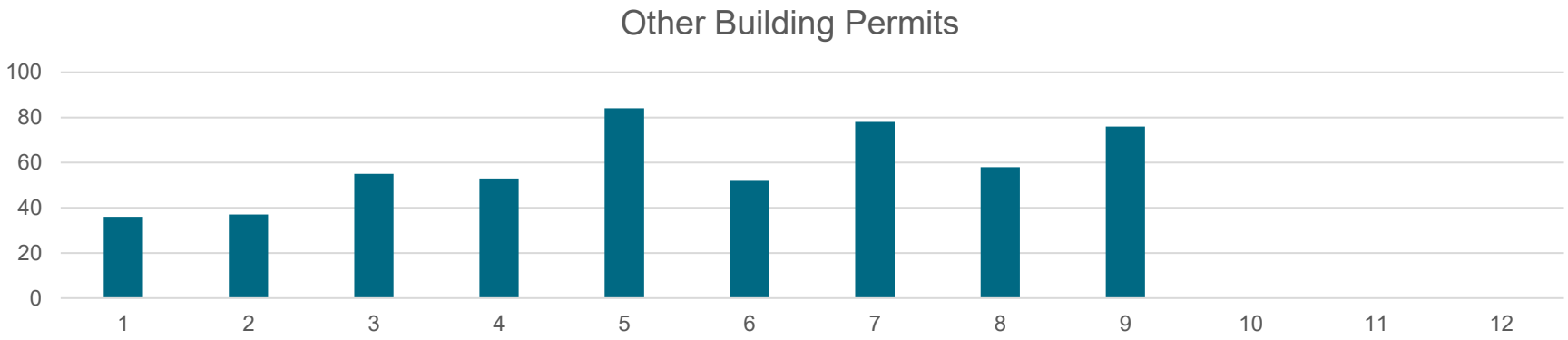
122

Average 2023

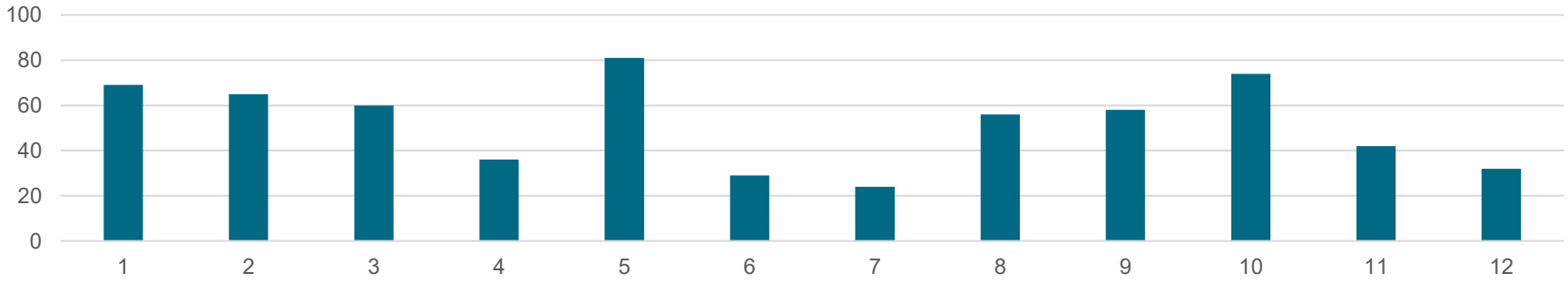
101

Average 2024

55.3



2025 Other Building Permits Average: 52.1



Planning: building inspections: 531

Average 2022

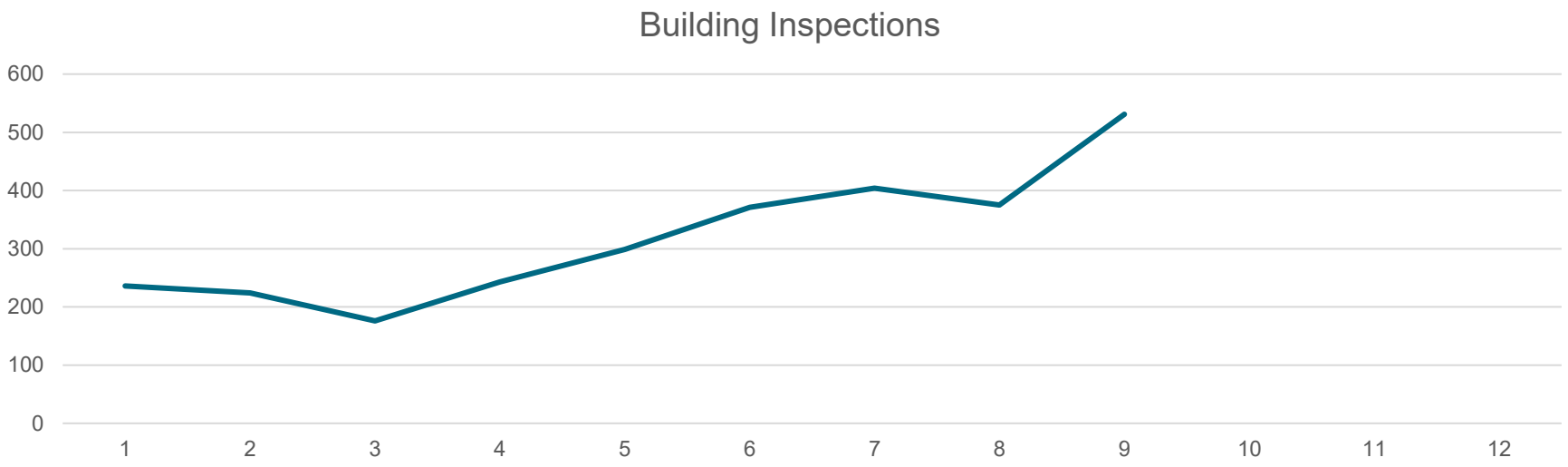
691

Average 2023

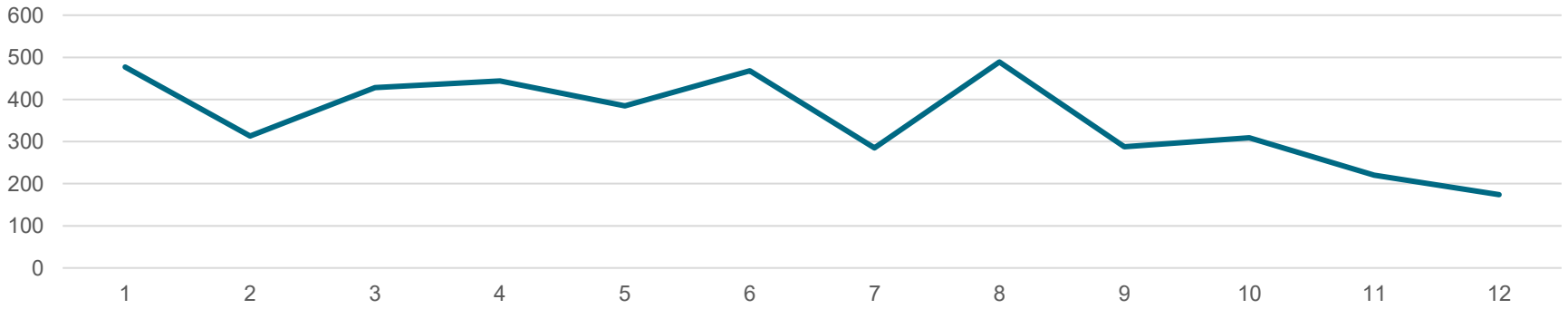
728

Average 2024

624.7



2025 Building Inspections Average: 356.7



Community Engagement: submission forms through website: 33

Average 2022

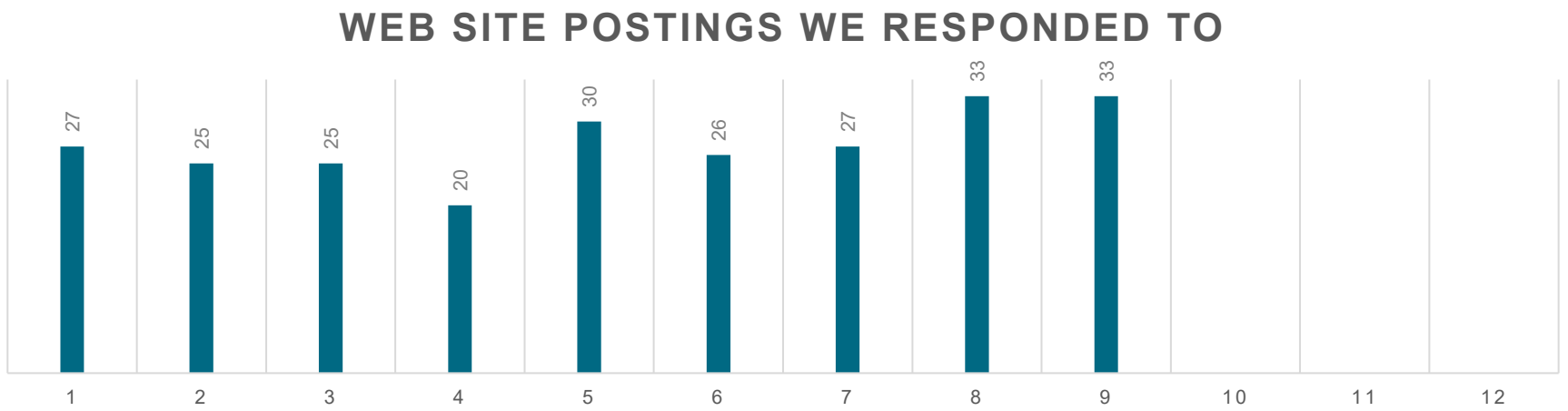
23

Average 2023

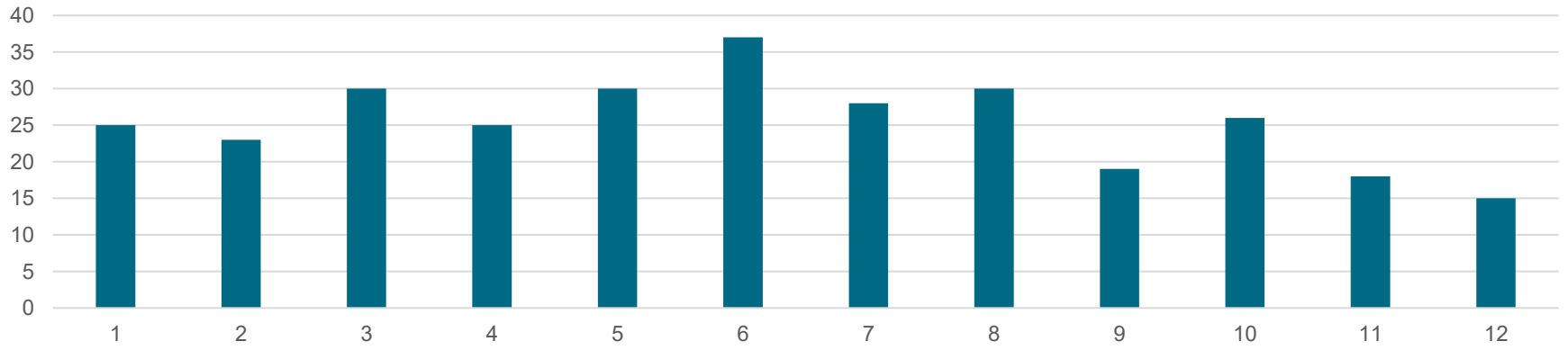
24.6

Average 2024

20.9



2025 Website Responses Average: 25.5



Community Engagement: social media engagement: 24,399

Average 2022

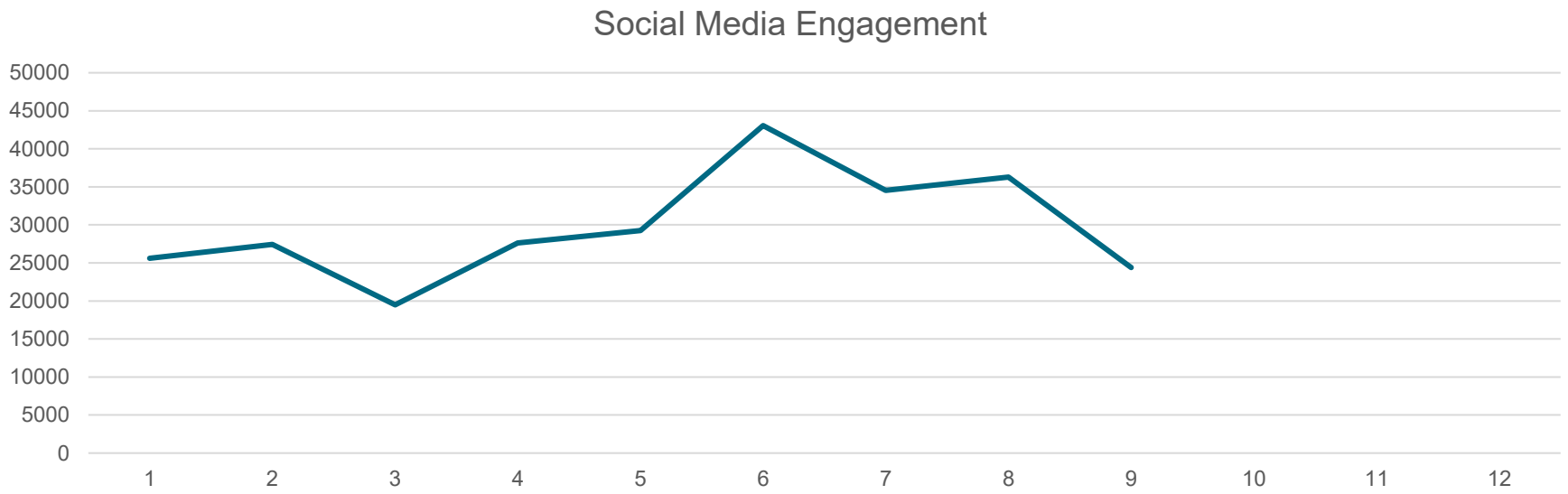
7942.5

Average 2023

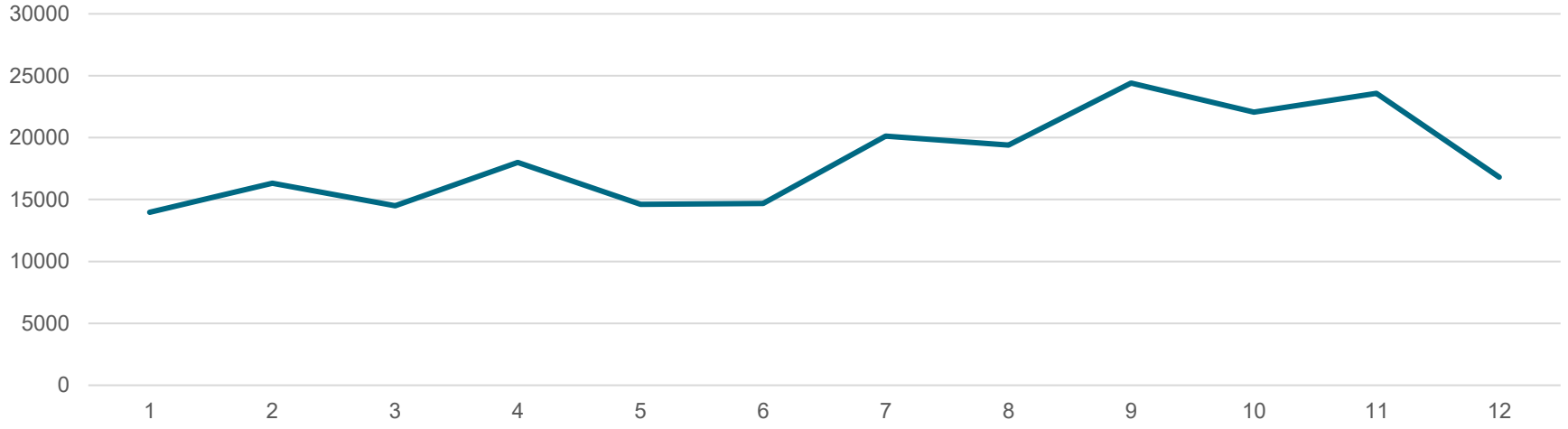
7560.8

Average 2024

13,673



2025 Social Media Engagement Average: 18,205.9



City Recorder: Public Records Requests: 24

Average 2022

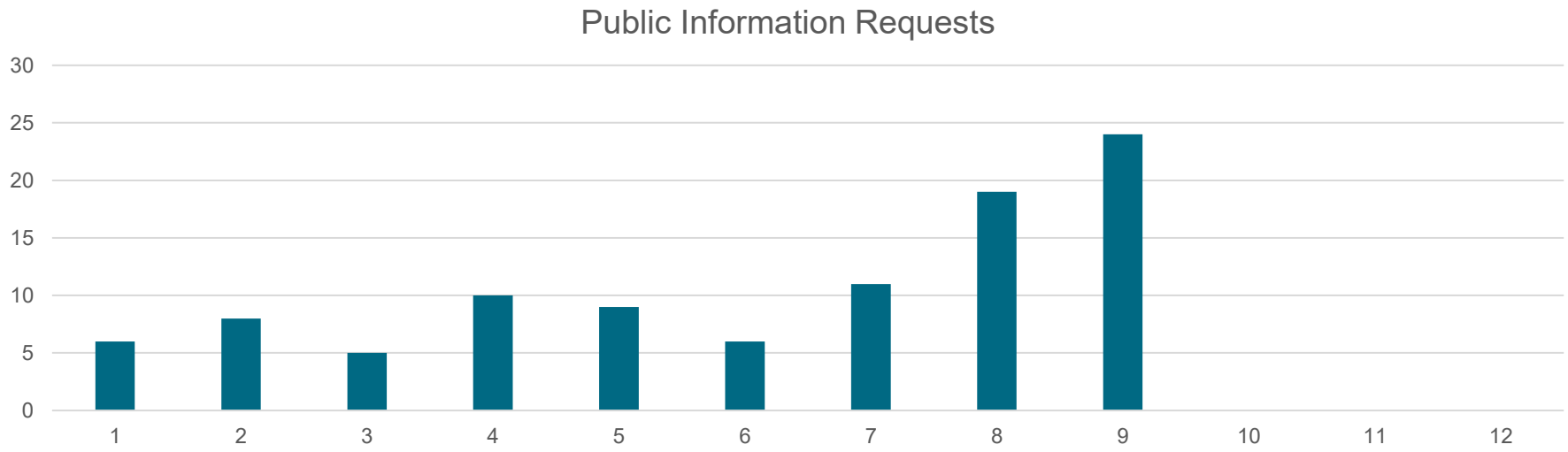
4.5

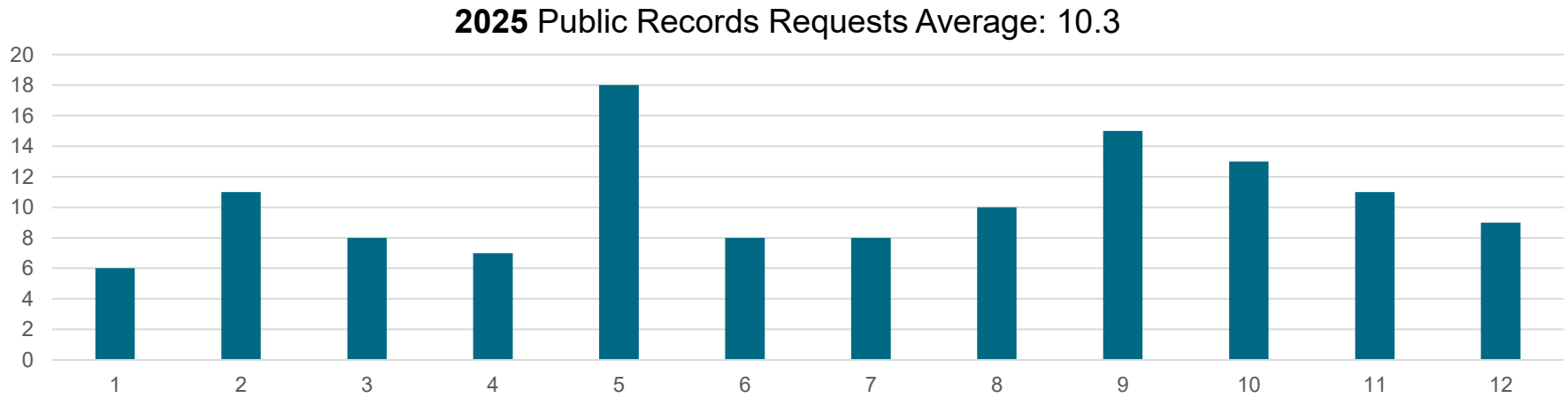
Average 2023

5.5

Average 2024

5.3





Finance: $2.99 M of payments to accounts payable & $1.15 M of payroll

Average 2022

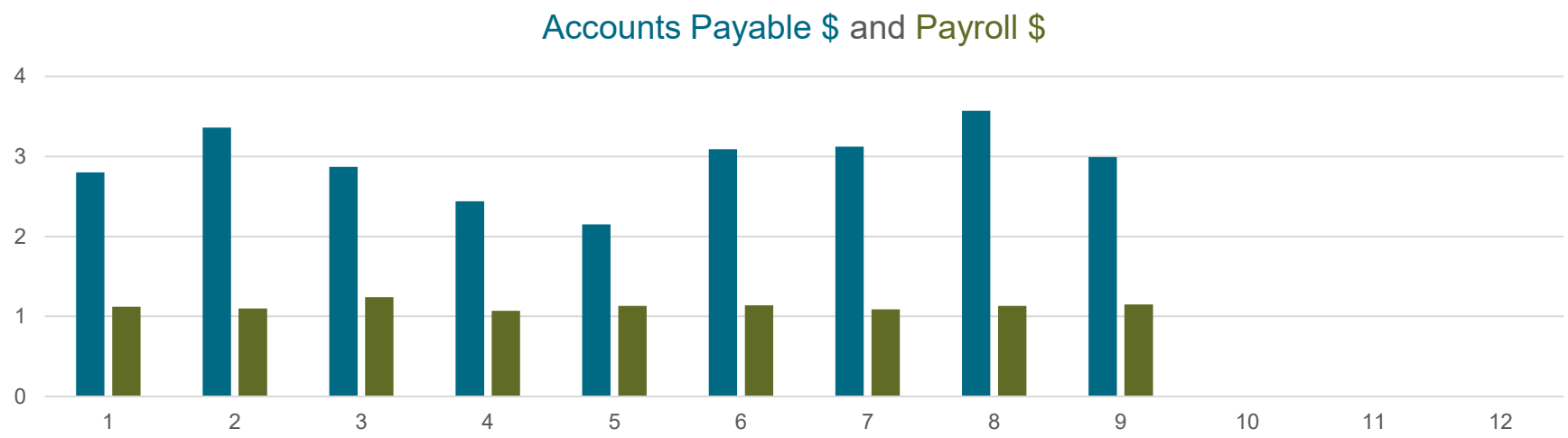
AP
$1.75 M
Payroll
$0.93 M

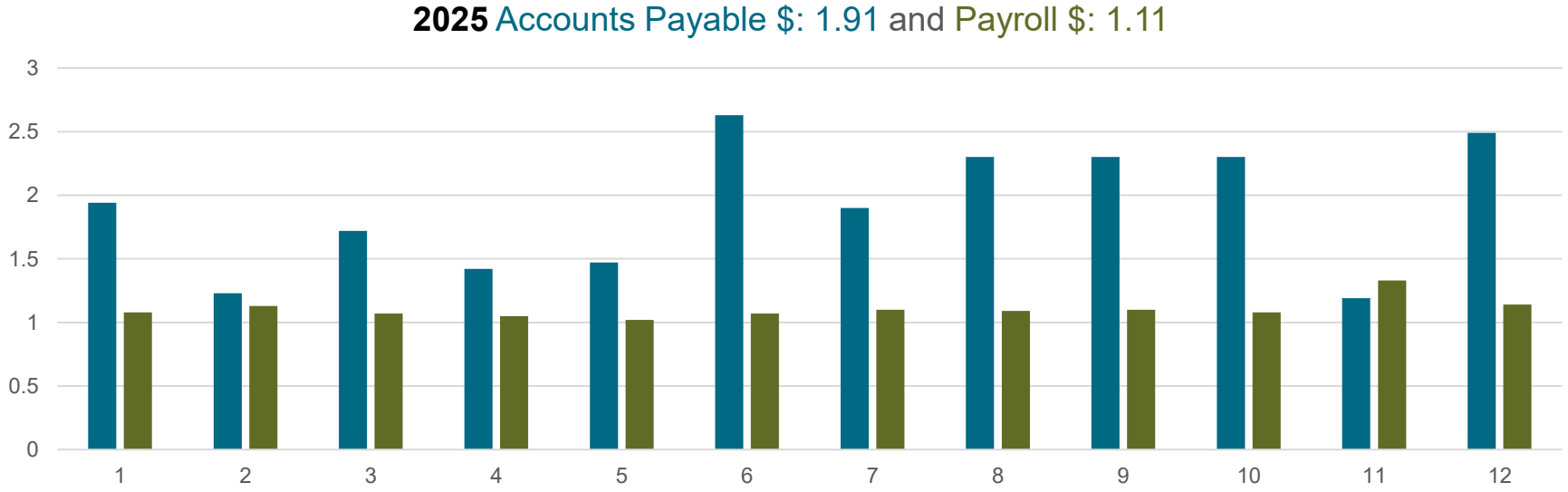
Average 2023

AP
$2.56 M
Payroll
$1.01 M

Average 2024

AP
$1.44 M
Payroll
$1.12 M





HR: Recruitments advertised: 4 Hires: 2 Separations: 3, FMLA / ADA / OFLA / workers comp claims: 4

2022 Average

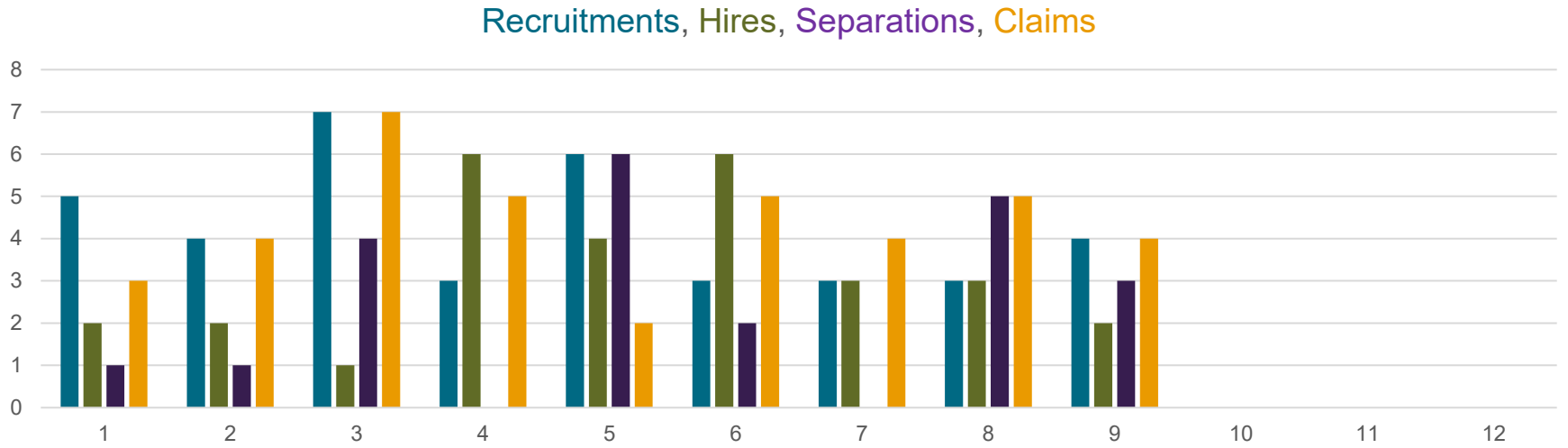
Recruitments
5.6
Hires
1.9
Separations
1.6
Claims
2.6

2023 Average

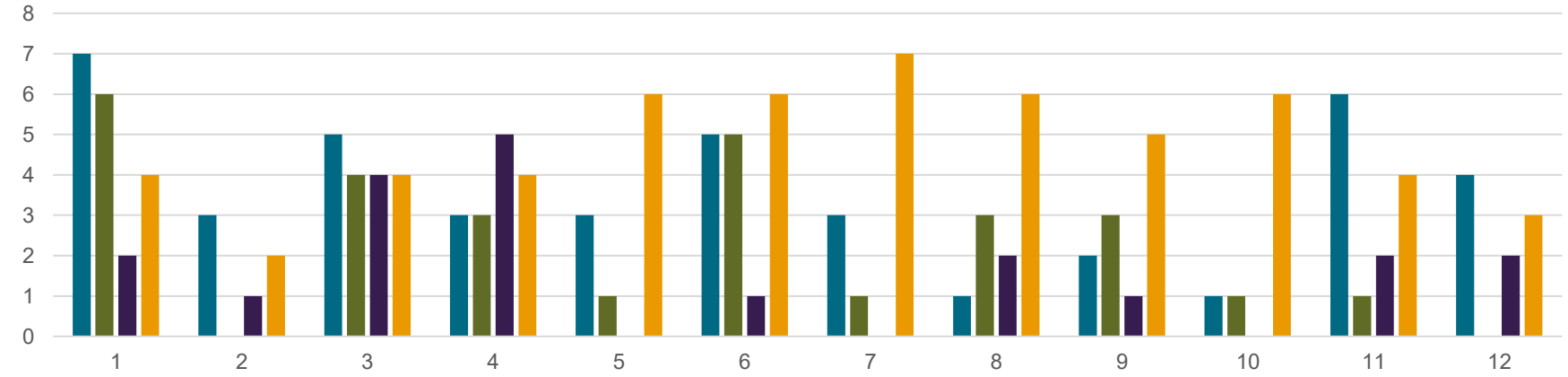
Recruitments
4.2
Hires
1.9
Separations
1.1
Claims
3.3

2024 Average

Recruitments
3.7
Hires
1.6
Separations
1
Claims
4



2025 Recruitments: 3.6 , Hires: 2.3 , Separations: 1.7 , Claims: 4.8



IT resolved 190 service tickets for the city.

Average 2022

203.4

Average 2023

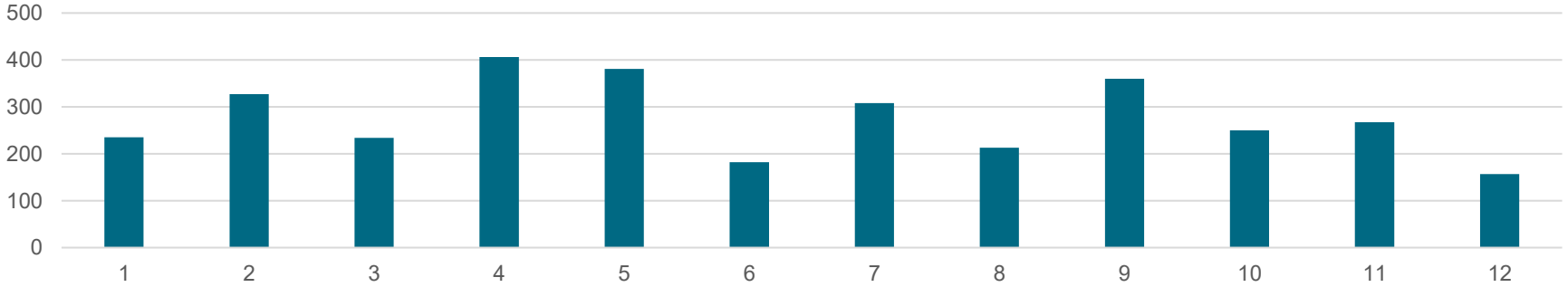
232.3

Average 2024

245.4



2025 Service Tickets Average: 276.7



IT responded to 3 after hours on-call events.

Average 2022

3.6

Average 2023

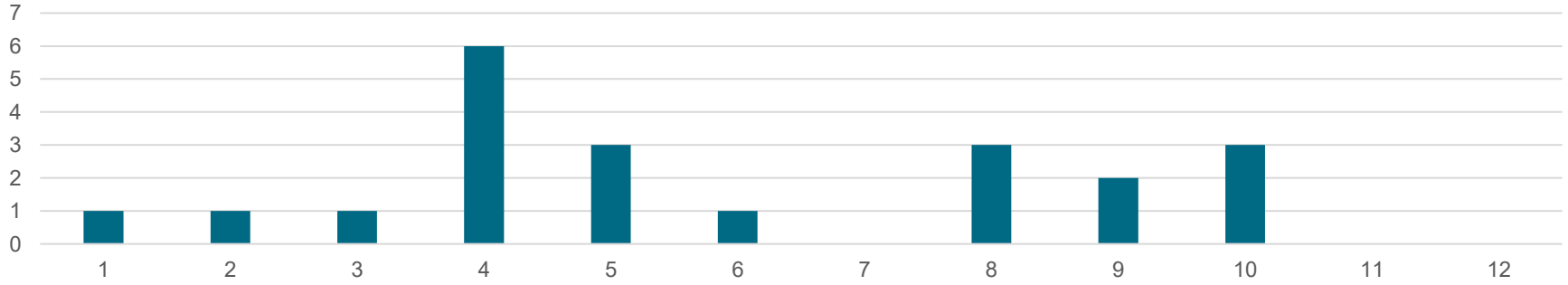
2.58

Average 2024

2.67



2025 After hours events Average: 1.8



Library Activity: Door count 8,490, Circulation events 33,435

Average 2022

Door Count 7108

Circulation 23,418

Average 2023

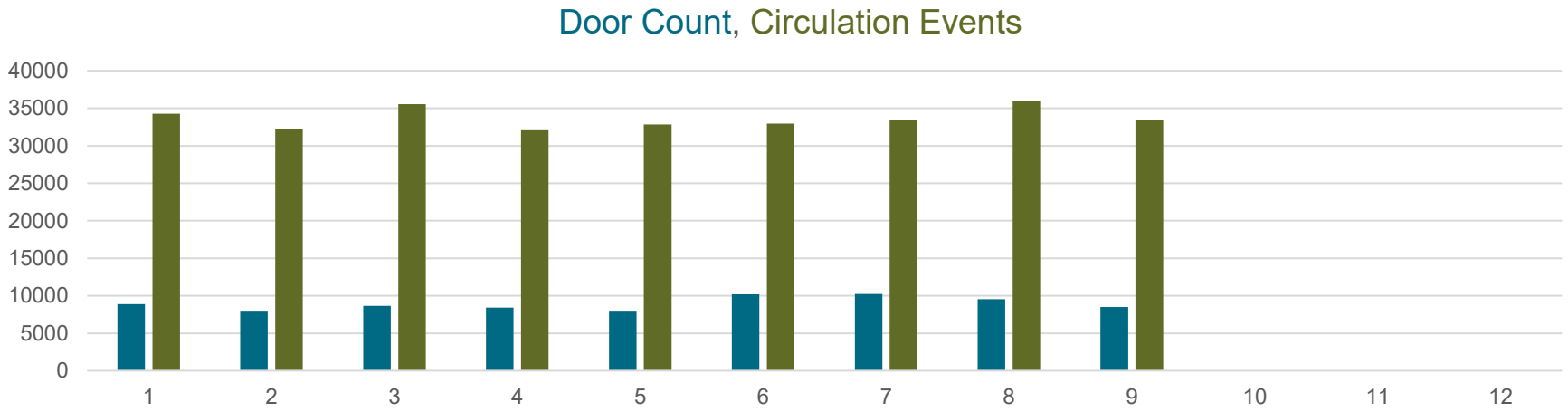
Door Count 8372

Circulation 25,889

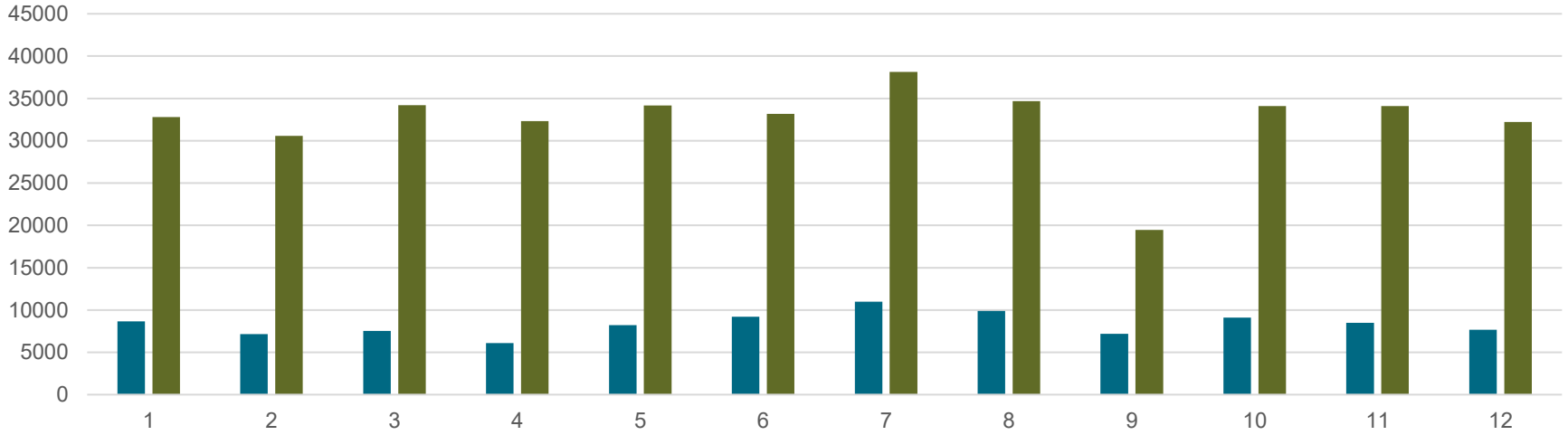
Average 2024

Door Count 8426

Circulation 31,669



2025 Door Count Average: 8352.3 , Circulation Events Average: 32,493.2



Public Safety: 1,327 – calls for service

Average 2022

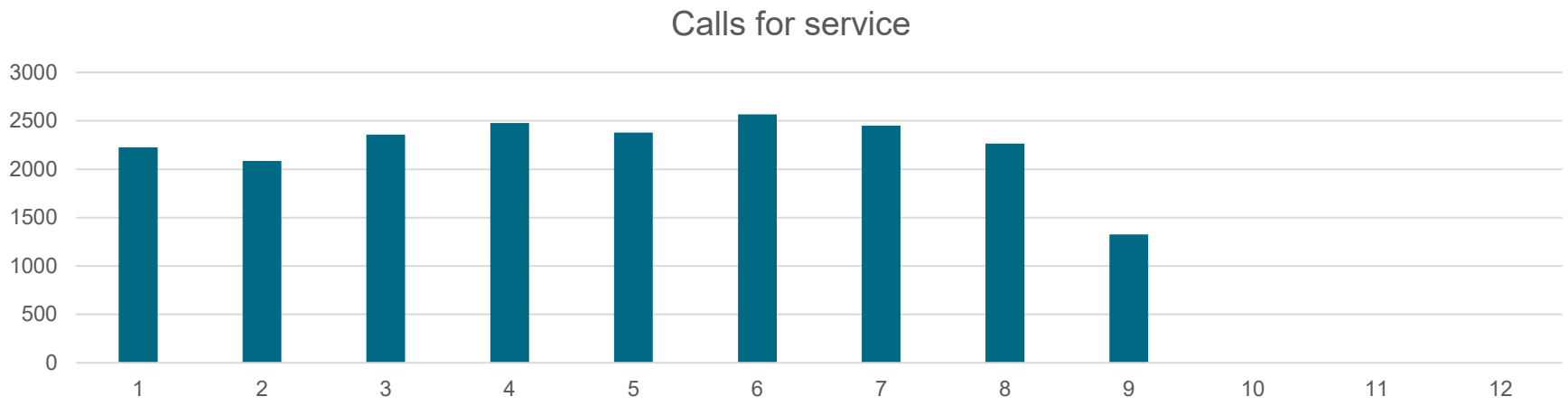
2065

Average 2023

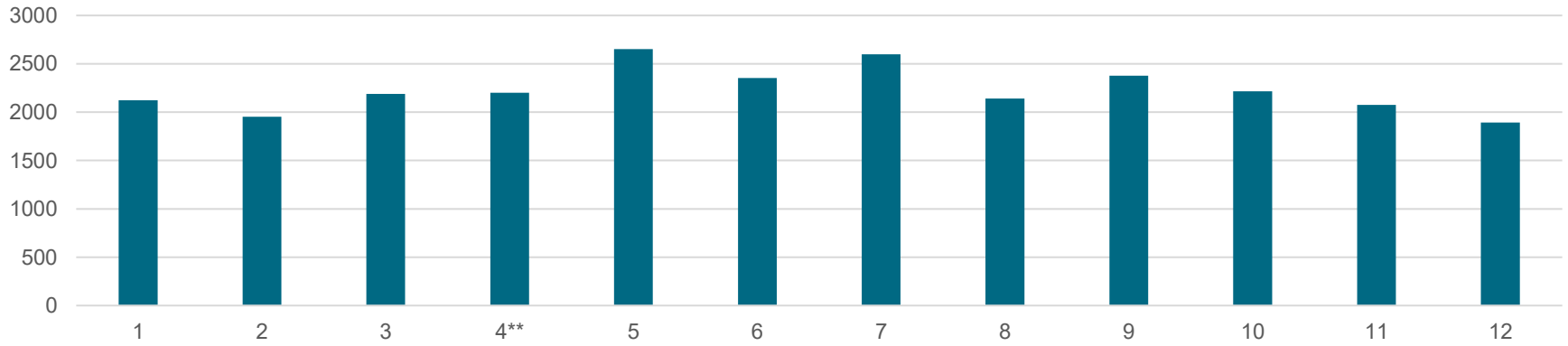
2206

Average 2024

2289



2025 Calls for service Average: 2231.1



Public Safety: 651 – traffic stops

Average 2022

561

Average 2023

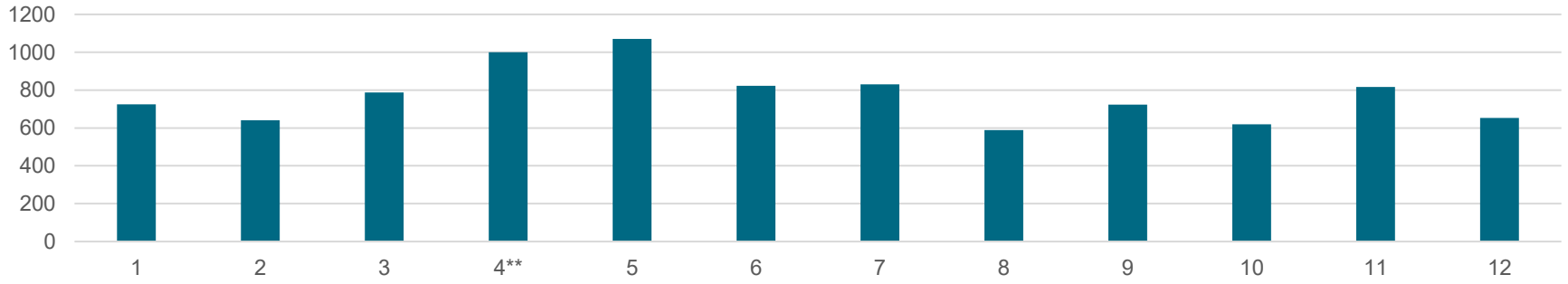
557

Average 2024

699.4



2025 Traffic Stops Average: 773.3



Public Safety: 584 – citations & warnings

Average 2022

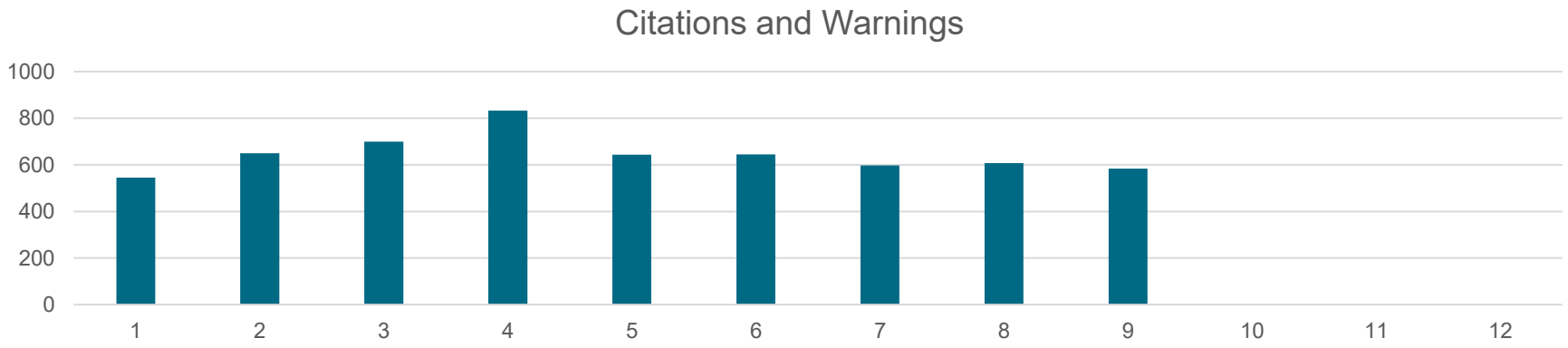
428

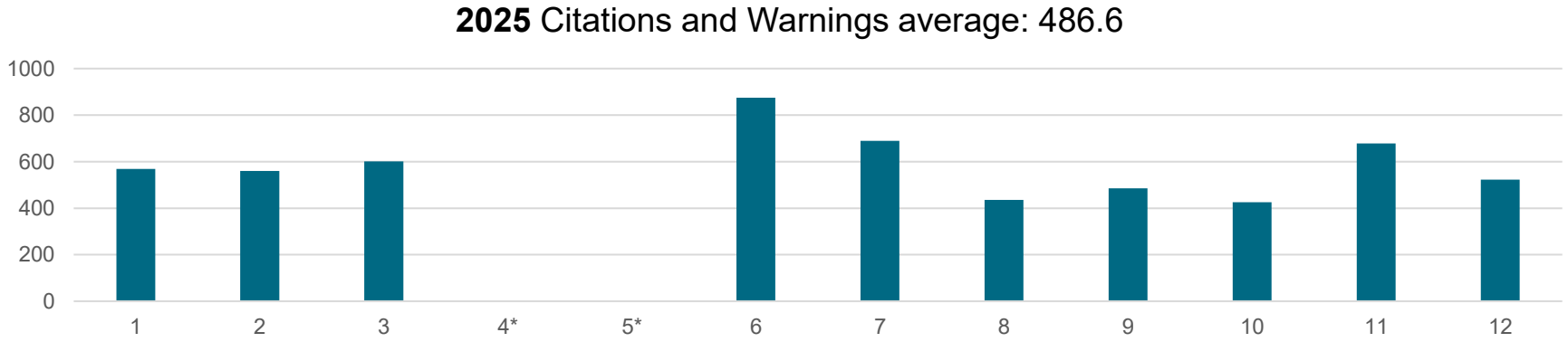
Average 2023

433

Average 2024

514





Public Safety: 8 – Driving Under the Influence of Intoxicants (DUII's)

Average 2022

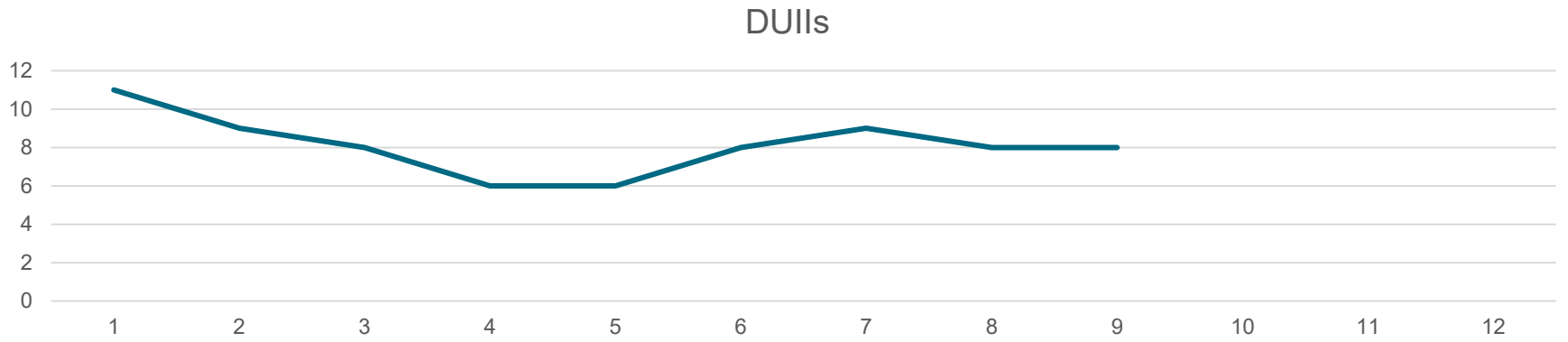
12.1

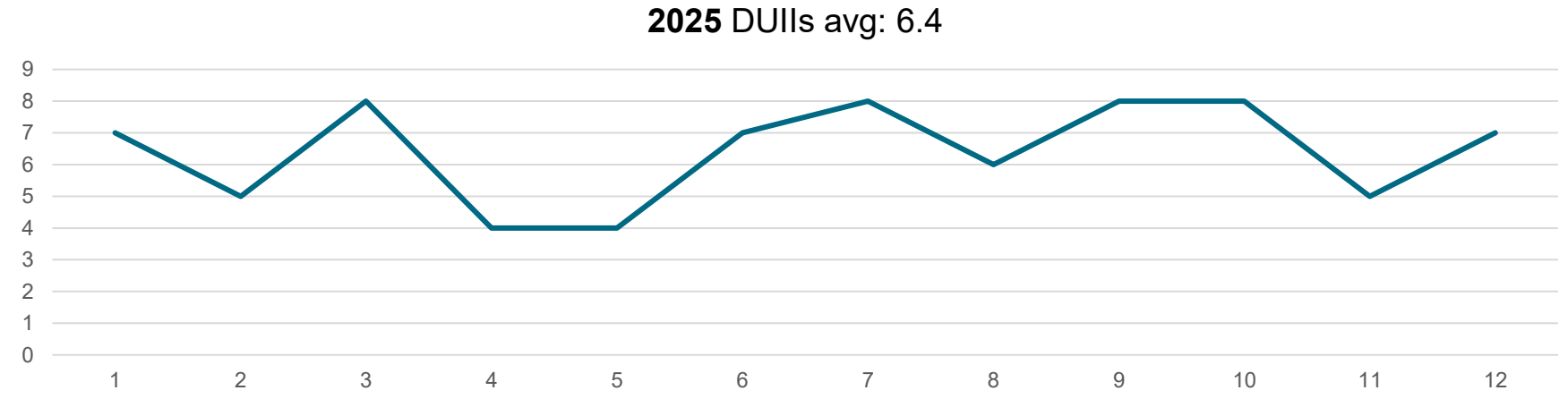
Average 2023

9.8

Average 2024

10.5





Dispatch: 807 “911” calls & 3,185 non-emergency calls

Average 2022

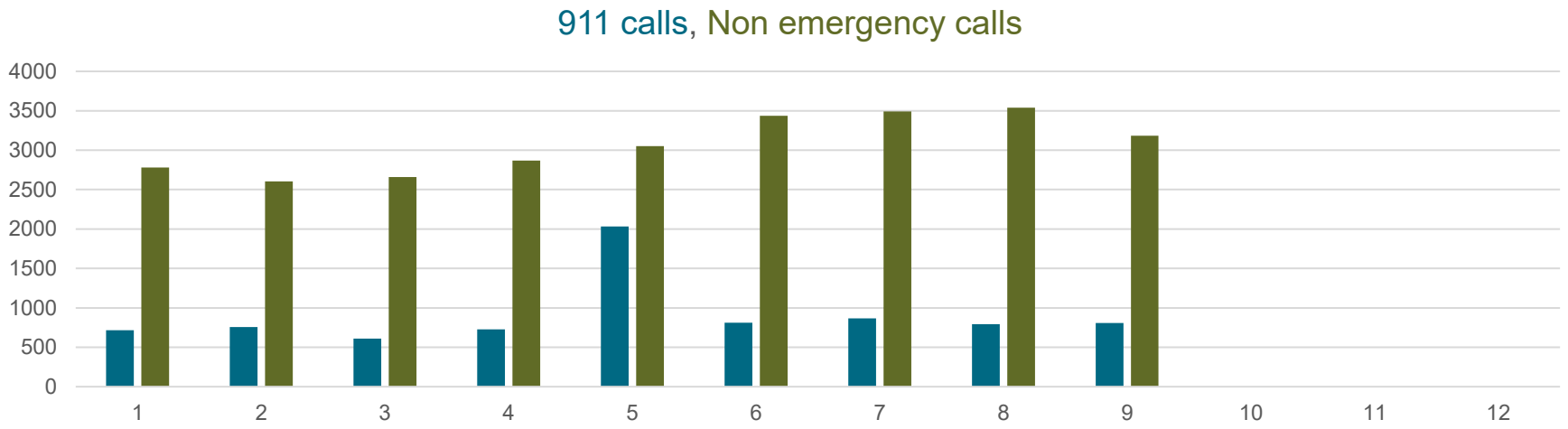
911 Calls
817
Non-Emergency
3436

Average 2023

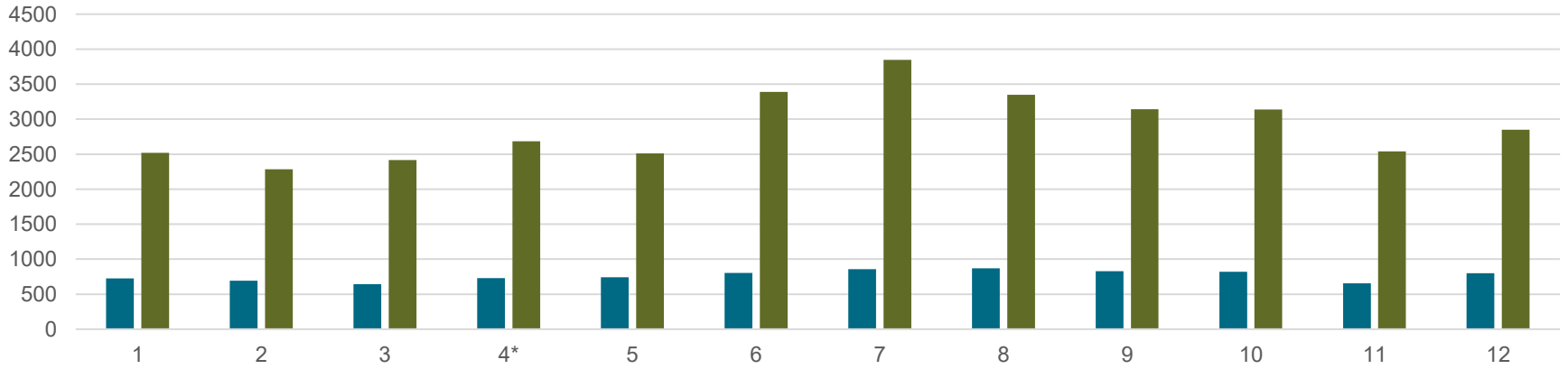
911 Calls
892
Non-Emergency
3214

Average 2024

911 Calls
780
Non-Emergency
2624



2025 911 calls avg: 763.6 , Non emergency calls avg: 2889.6



Public Works: water production was 85.01 million gallons, & 73.95 million gallons (MG) were treated

Average 2022

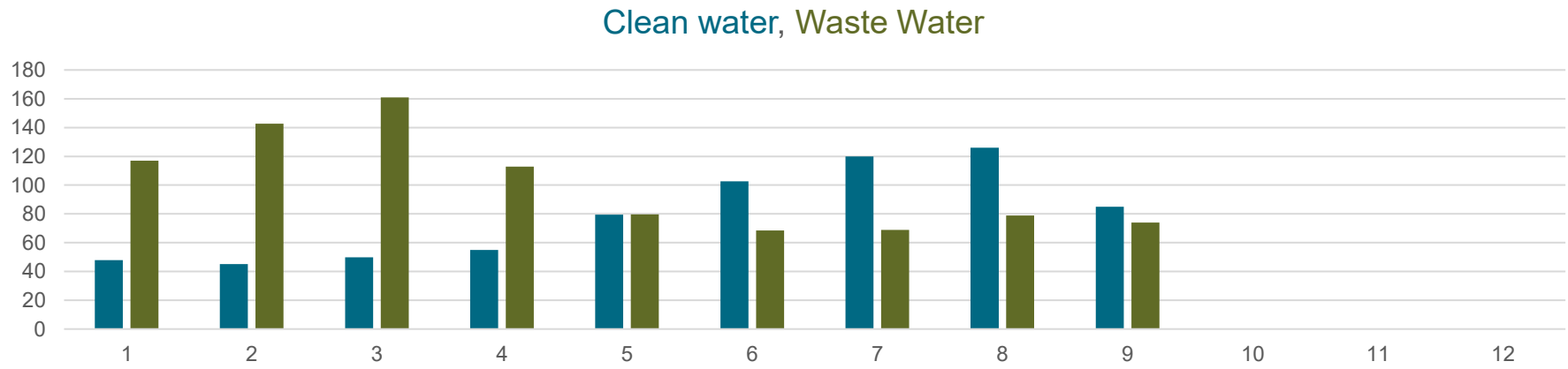
Clean Water
69.5 MG
Waste Water
105.5 MG

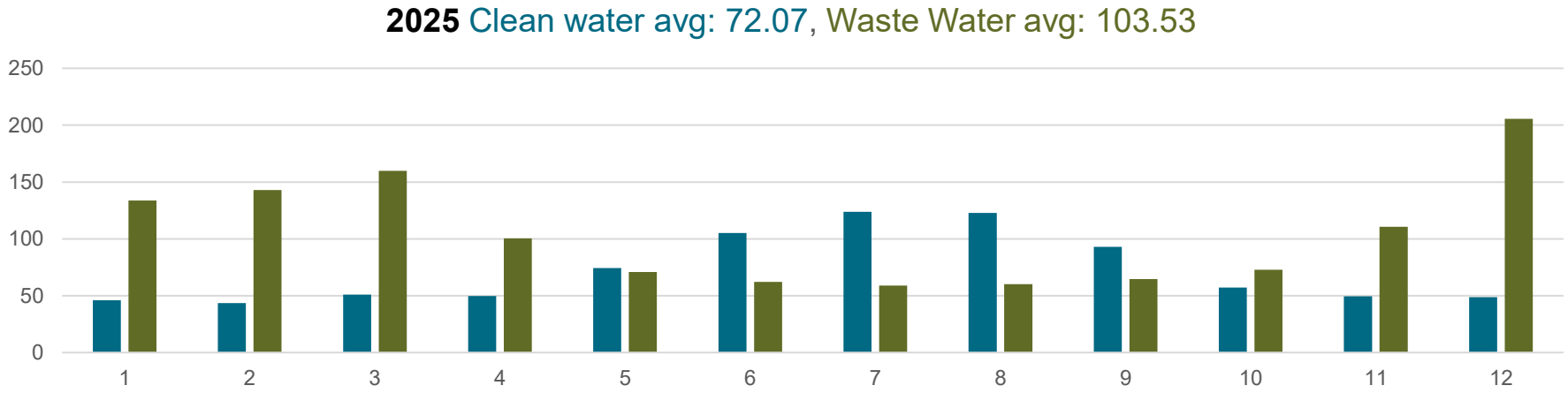
Average 2023

Clean Water
73.3 MG
Waste Water
108.2 MG

Average 2024

Clean Water
71.9 MG
Waste Water
116 MG





Public Works: 1,316 work orders completed

Average 2022

1452.6

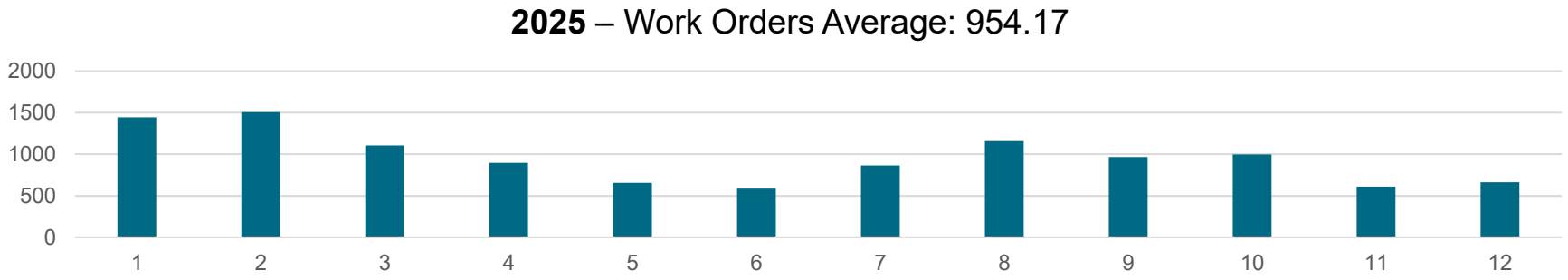
Average 2023

1677

Average 2024

1133





So that’s the totals to the end of September 2026

Questions?

REQUEST FOR COUNCIL ACTION

Date Action Requested: November 16th, 2026

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐ No. 2026-4053	
Subject: City of Newberg and PGE Franchise Agreement on Terms to Construct and Operate Utility Facilities within the City Rights of Way	Staff: Will Worthey Department: Administration
Business Session	Order On Agenda:
Hearing Type: Administrative	

Is this item state mandated? Yes ☐ No ☒

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

Recommendation: Staff recommends you approve Resolution 2026-4053, allowing the City Manager to enter into this Franchise Agreement with Portland General Electric (PGE).

Executive Summary: This agreement is a renewal that the City of Newberg has held with Portland General Electric (PGE) for quite some time. With PGE owning and operating utility facilities within City Rights-of-Way, NMC requires a license to be obtained and operate under the terms of Newberg Municipal Code (NMC) 12.05. Due to some of the unique features to the electric utilities, clarification or modification of the NMC 12.05 is required, these are outlined within the agreement terms and allowed by NMC 12.05.310(e).

Fiscal Impact: No fiscal expenditure required.

Council Goals N/A

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RESOLUTION NO. 2026-2053

A Resolution for the City of Newberg and PGE Franchise Agreement on Terms to Construct and Operate Utility Facilities within the City Rights of Way

Recitals:

1. The city has jurisdiction and exercises regulatory management over all public rights-of-way within the city, under authority of the city Charter and state law.

2. Portland General Electric Company operates an electric utility within the jurisdiction of the City of Newberg. Utilities which own or control utility facilities within the public rights-of-way are required to obtain a license from the city and operate under the terms of NMC 12.05.

3. There are some unique features of electric utilities that require clarification or modification of the terms of NMC 12.05.

4. NMC 12.05.310(E) contemplates and allows for situations when the city and utility operator will enter into a written franchise agreement that includes terms that clarify, enhance, expand, waive or vary the provisions of this article.

5. The franchise may modify the terms of NMC 12.05, with the review and approval of the city council. The council finds that the public interest warrants a grant of a franchise to Portland General Electric Company.

The City of Newberg Resolves as Follows:

1. To renew the franchise agreement with Portland General Electric.

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

_____
Rachel Thomas, City Recorder

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

_____
Bill Rosacker, Mayor

AGREEMENT BETWEEN CITY OF NEWBERG AND PGE ON TERMS TO CONSTRUCT AND OPERATE UTILITY FACILITIES WITHIN THE CITY RIGHTS OF WAY

RECITALS:

A. The city has jurisdiction and exercises regulatory management over all public rights-of-way within the city, under authority of the city Charter and state law.

B. Portland General Electric Company operates an electric utility within the jurisdiction of the City of Newberg.

C. Utilities which own or control utility facilities within the public rights-of-way are required to obtain a license from the city and operate under the terms of NMC 12.05.

D. There are some unique features of electric utilities that require clarification or modification of the terms of NMC 12.05.

E. NMC 12.05.310(E) contemplates and allows for situations when the city and utility operator will enter into a written franchise agreement that includes terms that clarify, enhance, expand, waive or vary the provisions of this article.

F. The franchise may modify the terms of NMC 12.05, with the review and approval of the city council.

G. The council finds that the public interest warrants a grant of a franchise to Portland General Electric Company.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Franchise Granted. Portland General Electric Company is hereby granted a franchise for the right and privilege to erect, construct, maintain and operate an electric light and power system within the corporate limits of Newberg, Oregon.

2. Term and effective date. This Agreement ("Agreement") takes effect upon the signature of both parties (the "Effective Date"), and continues for five years from the Effective Date (the "Term"). The Term shall automatically renew for an additional five (5) years, unless either party provides the other party one hundred eighty (180) days advanced written notice of its desire not to renew this Franchise prior to the expiration of the initial Term or renewal Term. The Agreement may be amended at any time by mutual agreement of the parties.

3. Grandfathered Facilities. PGE shall furnish current maps to the City by electronic data in

PGE Confidential

read-only format showing the general location of PGE Facilities in possession of PGE currently, excluding PGE proprietary information. Upon request of the City, PGE will also provide the City maps by electronic data in read-only format of all PGE Facilities in possession of PGE during the term of this Agreement, excluding PGE proprietary information. Such maps showing existing PGE Facilities as provided to the City are incorporated in this Agreement by this reference. All PGE Facilities in possession of PGE as currently shown on the map(s) provided to the City or during the Term that are located within the City ROW are covered by this Agreement and the location and placement of these PGE Facilities are approved for the purposes of this Agreement, subject to PGE's acknowledgement that the City has not inventoried or evaluated PGE Facilities to ensure their compliance with applicable state and federal laws, regulations and orders. This Agreement also includes the privilege to repair, maintain, upgrade and operate Grantee Facilities located in City park property that are existing as of the Effective Date of this Agreement. Installation of Grantee Facilities in City park property on or after the Effective Date of this Agreement, and the right to repair, maintain, upgrade and operate such after-installed Grantee Facilities, shall be subject to applicable City Municipal Code provisions. With respect to Grantee Facilities located in City park property existing as of the Effective Date of this Agreement, as well as those whose locations are approved by the City during the Term, City park property shall be treated the same as the Public ROW for purposes of Sections 3 and 6 herein.

4. **Vegetation Management**. To the extent permitted by law, regulation, PGE's tariff, or consent from the owner, PGE or its contractor may prune and/or remove all trees and vegetation which present the risk of growing-in, overhanging, or falling-into PGE's overhead electrical system, whether such trees or vegetation originate within or outside the Rights-of-Way, to prevent the branches or limbs or other part of such trees or vegetation from interfering with PGE Facilities. Such pruning and removal shall to the extent commercially reasonable protect the viability and long-term health of the tree and at a minimum comply with applicable law as well as the American National Standard for Tree Care Operation (ANSI A300) and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent PGE, when necessary and with the approval of the owners of the property on which they may be located, from cutting down and removing any trees which overhang or pose a risk of falling-in or overstriking PGE's overhead electrical system, regardless of whether the vegetation is located within the Rights-of-Way. PGE's vegetation management practices shall comply with all vegetation management requirements established by the OPUC and HMC Subchapter 9.18 and any subsequent amendments thereto.

5. Construction. While the PGE Facilities used by PGE in the transmission and distribution of its services (PGE's "Electric Light and Power System") that are located inside the boundaries of the City are generally required to be constructed and maintained in accordance with NMC 12.05.320 and 12.05.330, should there be a conflict between NMC 12.05.320 or 12.05.330 and either PGE's construction standards as provided to the Oregon Public Utility Commission ("OPUC") or the National Electrical Safety Code ("NESC"), or both, it shall not be a violation of NMC 12.05.320 or 12.05.330 for PGE to follow its construction standards and the NESC.

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6. Restoration. NMC 12.05.320.E requires ROW or property to be restored to the "same or better condition as existed before the work was undertaken." PGE shall not be required, at its expense, to pave a gravel street that was gravel prior to the excavation. PGE shall not be required, at its expense, to install sidewalk panels or curbs that did not exist prior to the excavation, except to the extent such panels or curbs are required to bring an existing sidewalk or curb up to current generally applicable published City standards. In the event that PGE's work is coordinated with other construction work in the City ROW, the City Engineer may excuse Grantee from restoring the surface of the City ROW, providing that as part of the coordinated work, the City ROW is restored to good order and condition.

7. Excavation. Should a customer of PGE be required, pursuant to PGE's tariff on file with the OPUC, to make excavations that are located in the City ROW under the customer's own permit with the City, the City agrees that PGE shall not be responsible or liable for any failure by such customer to comply with any applicable rules, regulations, and ordinances of the City and/or with City standards.

8. Relocation.

(A) Permanent Relocation Required by City. This subsection (A) covers permanent relocation of overhead PGE Facilities that will remain overhead, and underground PGE Facilities that will remain underground. The City shall have the right to require PGE to change the location of PGE's Electric Light and Power System located in the City ROW in accordance with NMC 12.05.330.C unless one of the following is true: a) the project or improvement necessitating the change in location will not be owned or managed by the City; or b) the majority of the funding for the project or improvement does not come from City, county, state, or federal government sources; or c) the public project or public improvement is not, or will not be, located in the City ROW. Notwithstanding NMC 12.05.330.C, when the City requests a subsequent relocation of all or part of the same PGE Facilities less than two years after the initial relocation, the subsequent relocation shall be at the expense of the City.

(B) Notice. The City will endeavor to provide as much notice prior to requiring PGE to relocate PGE Facilities as possible. The City and PGE may agree, either before or after notice is provided, to a mutually acceptable schedule for relocation, but unless agreed to otherwise, such timeframe shall be not later than 60 days from notice by the City, except in the event of a public emergency. Should PGE fail to relocate PGE facilities within the agreed upon time frame or 60 days, whichever is longer, PGE shall pay to the City $500 for each business day beyond the deadline, or the City may cause or effect such removal or relocation, performed by a qualified contractor in accordance with applicable state and federal safety laws and regulations, and the expense thereof shall be paid by PGE.

(C) Permanent Relocation Undergrounding. Regardless of whether or not such conversion is made in conjunction with a public project, should the City require PGE to convert any overhead PGE Facilities to underground PGE Facilities at the same or different locations, such underground

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conversion shall be subject to the NESC and PGE's engineering and safety standards, and it shall not be a violation of NMC 12.05 for PGE to follow such standards and the NESC. Nothing in NMC 12.05 or this Agreement shall be read to prevent the City and PGE from agreeing to a different form of cost recovery than that provided in NMC 12.05.330 on a case-by-case basis consistent with applicable statutes, administrative rules, or regulations.

(D) Temporary Relocation at Request of City. The cost of temporary removal or relocation of PGE Facilities, as well as cost of replacing PGE Facilities in their permanent location, shall be paid by PGE unless one of the following is true: a) the project or improvement necessitating the change in location will not be owned or managed by the City; or b) the majority of the funding for the project or improvement does not come from City, county, state, or federal government sources; or c) the public project or public improvement is not, or will not be, located in the City ROW. However, when the City requests a subsequent relocation of all or part of the same PGE Facilities less than two years after the initial relocation, the subsequent relocation shall be at the City's expense unless the relocation is necessitated by an event or circumstance beyond the reasonable control of the City including, but not limited to, Acts of God, earthquake, severe storm, flood or other natural disaster. For the purposes of the preceding sentence, events or conditions beyond the City's control do not include events or conditions related solely to the City's receipt or expected receipt of funds from third parties. The City may make available a temporary construction easement on which the PGE may place its Facilities that meets NESC requirements and PGE's construction standards as provided to the OPUC if the City secures such easement for its own use, until such time as the PGE moves its Facilities to their permanent location.

(E) Relocation at Request of or to Accommodate Third Party. if the relocation of PGE Facilities is caused or required by legally enforceable conditions placed by the City on approval for projects of third parties, such relocation shall in no event fall under the provisions of subsections (A), (C) or (D) of this Section 6 or NMC 12.05.330.C. However, PGE agrees that, if the PGE Facilities are located in the existing City ROW, or on property that the third party has agreed to dedicate to the City for City ROW, and the third party has both provided reasonable advance written notice of the need for relocation of the PGE Facilities and has met with PGE and attempted to agree on a mutually acceptable relocation schedule, then unless PGE and the third party have agreed to a relocation schedule, PGE shall relocate the PGE Facilities within 60 days from the date of the meeting, except in the event of a public emergency.

9. Use of PGE facilities. City shall be permitted to string wires on all PGE poles or run wires in PGE's trenches and/or available conduit for any municipal purpose including the provision of Internet service to residents and businesses, provided that such wires and related equipment: a) do not unreasonably interfere with PGE operations; b) conform to the NESC; and c) the City's excess capacity on such wires and equipment is not leased to, sold to or otherwise used by non-governmental third parties. The City shall maintain permits from PGE for such use. PGE shall not charge the City for such attachments to its poles or in its conduits; however, the City shall be responsible to pay for any make-ready and inspections PGE must perform in order to

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provide access to PGE Facilities for City wires and equipment in accordance with the NESC. Should any of the City's attachments to PGE Facilities violate the NESC, the City shall work with PGE to address and correct such violations in an agreed-upon period of time. The City shall indemnify and hold PGE harmless from loss or damage resulting from the presence of City's wires and equipment on or in PGE Facilities. For purposes of this agreement, "makeready" shall mean engineering or construction activities necessary to make a pole, conduit, or other support equipment available for a new attachment, attachment modifications, or additional facilities and "wires" includes fiber optic cable. PGE shall meet with the City at least yearly to discuss its plans for new or expanded pole and conduit facilities in the City in order to explore opportunities for City use of such facilities.

10. Payment for use of City ROW.

(A) Franchise Fee and Privilege Tax. The City retains the right, as permitted by Oregon law, to charge a privilege tax based on a percentage of the Gross Revenues earned from PGE's customers within the City for the privilege of using the City ROW as permitted by Oregon law. Should such privilege tax be in the amount of 3 1/2 percent or more of the Gross Revenues received by PGE from its customers within the City, PGE agrees to pay such privilege tax as follows: (a) to the City as a franchise fee in the amount of 3 1/2 percent of the Gross Revenues received by PGE from its customers within the City; and (b) the balance of the privilege tax to the City at the same time as the payment of the franchise fee. The franchise fee and privilege tax shall be paid annually for each year during the term of the license on or before April 1. The amounts Shall be based on the Gross Revenues received from PGE's customers within the City during the prior calendar year. Each payment shall be accompanied by an accounting of gross revenues, if applicable, and a calculation of the amount payable verified by an officer or other authorized representative of PGE. To the extent permissible under state law and regulation, the franchise fee shall be considered an operating expense of PGE and shall not be itemized or billed separately to consumers within the City. The City shall provide PGE at least ninety (90) days' notice prior to any privilege tax or increase in privilege tax becoming effective. PGE shall follow state regulations regarding the inclusion of any part of such privilege tax as an itemized charge on the electricity bills of its customers within the City.

(B) Definition of Gross Revenues. For the purposes of this Agreement, Gross Revenues shall mean any and all revenues derived by PGE within the City from PGE's Electric Light and Power System, and includes, but is not limited to, the sale of and use of electricity and electric service, and the use, rental, or lease of PGE Facilities, after adjustment for the net write-off of uncollectible accounts. Gross Revenues do not include proceeds from the sale of bonds, mortgages or other evidence of indebtedness, securities or stocks, or sales at wholesale by one public utility to another of electrical energy when the utility purchasing such electrical energy is not the ultimate consumer. Gross Revenues also do not include revenue from joint pole use. For purposes of this Agreement, revenue from joint pole use includes any revenue collected by PGE from other franchisees, permittees, or licensees of the City for the right to attach wires, cable or other facilities or equipment

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to PGE's poles or place them in PGE's conduits. This definition supersedes any definition that may be contained in NMC 12.05 or City resolution during the Term.

11. Financial Assurance. Notwithstanding any provision of NMC 12.05.320.C, the City shall not require PGE to provide a performance bond or other form of surety or financial security unless PGE has demonstrated a pattern of failing to correct material violations of applicable provisions of NMC 12.05. For the purposes of this Section, a "pattern" shall consist of three or more incidents of PGE's failure to correct material violations within the Term after notice from the City and a reasonable opportunity to cure such violations.

12. Damage to PGE's Facilities. The City has required PGE to defend and indemnify the City, and hold the City harmless, in accordance with NMC 12.05.390.C. In the event that the City should damage PGE's Facilities in the course of work performed by or for the City as described in NMC 12.05.310.1, the City shall hold PGE harmless from any and all damage to or loss of such Facilities arising out of the negligent, willful, intentionally tortious, or malicious acts or omissions of the City, its employees or agents in the performance of such work, subject to any applicable limitations in the Oregon Constitution and the Oregon Tort Claims Act. The obligations imposed by this Section are intended to survive termination of this Agreement.

13. Notice. Any notice provided for under this Agreement shall be sufficient if in writing and (1) delivered personally to the following addressee, (2) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, (3) sent by overnight or commercial air courier (such as Federal Express or UPS), or (4) sent by facsimile transmission with verification of receipt, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: City Manager, City of Newberg, Oregon
PO Box 970
Newberg, Oregon 97132
FAX # (503) 537-5013
With a copy to: City Attorney, City of Newberg
PO Box 970
Newberg, OR 97132
FAX # (503) 537-5013
If to the PGE: Local Government Affairs
Portland General Electric Company
121 SW Salmon St, IWTC03
Portland, Oregon 97204
FAX: (503) 464-2354
With a copy to: Portland General Electric Company Attn: General Counsel
One World Trade Center, 17th Floor

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121 SW Salmon Street .Portland,
Oregon 97204
FAX: (503) 464-2200

Any such notice, communication or delivery shall be deemed effective and delivered upon the earliest to occur of actual delivery, three (3) business days after depositing in the United States mail, one (1) business day after shipment by commercial air courier or the same day as confirmed facsimile transmission (or the first business day thereafter if faxed on a Saturday, Sunday or legal holiday).

14. Termination. The City may terminate this Agreement under the same terms as provided in NMC 12.05.310.M for termination of a utility license. Such termination shall not affect PGE's right to provide electric service in the City, which shall be determined in accordance with Oregon statutes and regulations.

15. Limitations of Agreement. All provisions of NMC 12.05 not addressed in this Agreement continue to apply to PGE's use of City ROW.

IN WITNESS WHEREOF, the parties, through their duly authorized representatives, have executed this
Agreement as of the dates indicated below.

PORTLAND GENERAL ELECTRIC COMPANY	CITY of NEWBERG
_____	_____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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REQUEST FOR COUNCIL ACTION

Date Action Requested: (November 16, 2026)

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐ Proclamation ☐ No. 2026-4054	
Subject: A Resolution to Initiate a Contract with Keller Engineering Group, LLC to Initiate a CM/GC Contract to Design and Expand Our Waste Water Treatment Plant	Staff: Will Worthey, Peter Olsen of Keller Associates, Christine Taylor of Miller Nash
Business Session	Order On Agenda: Continuing Business
Hearing Type: Administrative	

Is this item state mandated? Yes ☒ No ☐

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

Many DEQ regulations are involved in the treatment of wastewater and in particular our *National Pollutant Discharge Elimination System* permit (NPDES).

In Oregon, the National Pollutant Discharge Elimination System (NPDES) permit program is authorized by Oregon Revised Statutes (ORS) 468 and 468B, specifically ORS 468.065, 468B.015, and 468B.030

Recommendation:
A motion could be formed in this way "I move that we approve Resolution 2026-4054 to initiate a CM/GC contract with Keller Engineering Group"

Executive Summary:
A needed extension to the Wastewater Treatment Plant (WWTP) has been on the City's capital improvement list for many years. It was, however, thought that this improvement would need to occur about seven or eight years into the future. We assumed that we had sufficient capacity to see us through until that time. We also assumed that we could focus upon the needed city potable water plant during this period and not on wastewater expansion.
This changed, however, when we received a letter from DEQ on May 2, 2024:

> "The submitted capacity statement indicates that the plant has average dry weather flow capacity but is nearing or exceeded its average wet weather flow capacity. This is likely a result of excess inflow and infiltration entering the system and should be mitigated with a robust inflow and infiltration program. If the problem worsens it may result in future rejection of plans by DEQ".

So that council is aware, DEQ has the right and capability to legally refuse to allow cities to have new pump stations or other infrastructure needed to keep up with growth. These construction moratoriums have occurred in other towns in the past.

In essence this letter stated that, in the opinion of Oregon DEQ, our current oxidation ditch and WWTP would be unable to handle winter flows and solids in the near future. After receipt of this letter the City embarked on a series of studies conducted by Keller Engineering to discover the exact status of our current wastewater treatment plant. The objective was to determine the need for an oxidation ditch and other improvements.

This would be a third oxidation ditch to add to the two existing ones and would create other capacity increasing elements for the plant. There followed a series of engineering studies, and the engineering reports that qualified the nature of the issues around expansion that were provided to council in April of 2026.

All of our studies have confirmed the fact that DEQ is correct; the current plant and system is reaching (or is at) capacity, both for winter flows as well as for the handling of solids. Upon discovering that the DEQ letter was accurate, the City then ordered a study to discover what the cost would be to build a third oxidation ditch and upsize all the associated parts of the plant necessary to achieve solids and flow handling through to the 2040s. This is the timeframe that upgrades would need to meet. However, if population growth remains sluggish, the upgrades would likely last longer.

Many approaches with different cost implications were considered. Many more expensive options were rejected and only the most basic processes were included. No additional staff space, offices, toilets, or working quarters are any part of this plan. On April 20, 2026 a complex RFP was initiated to find a firm capable of doing this work (See Exhibit A).

Keller Engineering Associates was chosen after scoring from the finalists of this RFP.

After the conclusion of the RFP process on June 1, 2026, there followed hundreds of hours of negotiations between Miller Nash, senior City Staff and Keller Engineering to hammer down the exact nature of what is in the contract that is before you. Additionally, the scope of the project was reduced slightly during this negotiation to help control cost.

Staff recommends approval of this contract so as to initiate this needed improvement.

Fiscal Impact:

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. While individual tasks may be exceeded, the total authorized budget amount shall not be exceeded without written authorization from the City. The breakdown of Labor Hours is included in Attachment B.

Task	Type	Amount
Task 1 – Coordination with City / Project Management	LS	$239,950
Task 2 – Schematic Design / Basis of Design Report	LS	$297,580
Task 3 – Design Development	LS	$161,915
Task 4 – Construction Documents/Bidding	LS	$37,270
Task 5 – Contract Administration / Final Design and Warranty	LS	$3,179,010
Task 6 – Other Professional Services / Management Reserve	T&M	$50,000
Task 7 – CM/GC Early Works Package	LS	$225,610
Task 8 – Construction Observation	LS	$357,100
TOTAL COST		**$4,548,435**

LS = Lump Sum; T&M = Time and Materials

Council Goals:

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

And;

Goal 1: Identify industrial land and attract employers to encourage family wage jobs.

RESOLUTION NO. 2026-4054

A Resolution to Initiate the CM/GC Contract with Keller Engineering Group to Initiate the Process to Upgrade the Wastewater Treatment Plant

Recitals:

1. The Upgrade to the Waste Water Treatment Plant has been a City objective for many years via our master planning and SDC data.

2. On May 2, 2024, the City of Newberg received a letter from DEQ indicating that we were approaching capacity for winter flows.

3. The City then conducted capacity studies culminating in engineering reports published in April 2025 and February 2026 (Engineering Stamps: ***Secondary Treatment and Solids Handling*** 4/28/2025 & ***WWTP Capacity Study Update*** 2/27/2026)

4. A Motion to initiate a Request for Engineering Services was passed by Council on April 20, 2026.

5. RFP winner selection and subsequent contract negotiations Completed on November 6, 2026.

The City of Newberg Resolves as Follows:

1. To Initiate the Contract Agreement (Exhibit B), Additional Contract Exhibits (Bundled here as Exhibit C), and lastly, the scope of work (Exhibit D).

Effective Date of this resolution is the day after the adoption date, which is: November 17, 2026.
Adopted by the City Council of Newberg, Oregon, this 16th day of November, 2026.

_____
Emily Salsbury, Acting City Recorder

Attest by the Mayor this 16th day of November, 2026.

_____
Bill Rosacker, Mayor

An Overview of the WWTP Upgrade CM / GC Contract

A Quick Overview of the Contract Documents

The contract document is very extensive and is the result of many months of negotiations between the City Attorney's office and the winning bidder Keller Engineering.

- This presentation seeks to cover just some of the high points of the document
- It will allow for specialist legal or engineering questions to be asked along the way
- It will give a flavor of the way this four-year process will flow
- I have editorialized a bit in blue

The Main Agreement Document

Page 1 General articles about basic services - our responsibilities as a city are laid out.

Page 2 Lists how Contracting firm setup will be handled. We will need to collaborate to specify the protocols with the engineer to assist City in setting up the invitation to bid as part of the CM/GC process.

Page 3 Lab testing [some types of lab testing can perhaps occur in house]. Permits - we the city will be responsible for permits - some may be required from various sources to include Yamhill County who handle electrical. We shall provide the budget for the overall operation for permits. This will be a relatively low dollar line item.

The Main Agreement Document

Page 4 We will be deeply involved in the bidding process for the constructor - we will not directly “direct” the constructor, PE does that.

Page 5
Price breakdown:

Task	Type	Amount
Task 1 – Coordination with City / Project Management	LS	$239,950
Task 2 – Schematic Design / Basis of Design Report	LS	$297,580
Task 3 – Design Development	LS	$161,915
Task 4 – Construction Documents/Bidding	LS	$37,270
Task 5 – Contract Administration / Final Design and Warranty	LS	$3,179,010
Task 6 – Other Professional Services / Management Reserve	T&M	$50,000
Task 7 – CM/GC Early Works Package	LS	$225,610
Task 8 – Construction Observation	LS	$357,100
TOTAL COST		**$4,548,435**

LS = Lump Sum; T&M = Time and Materials

The Main Agreement Document

Page 6 Engineer will move with dispatch (because) if things slow down we may face extra costs – this must not occur. This page has invoicing data. Note the detailed breakdown of timings occurs in the exhibits.

Page 7 Performance standards - there will be no extra cost if the engineer makes errors. We have the right of refusal for subcontractors, however this is limited by a 14-day notice period.

Page 8 We will obey all laws and regulations. The constructor is responsible for construction.

Page 9 The engineering firm will not provide legal opinions, the engineering firm owns final documents but we have a royalty-free right to them in perpetuity. Insurance limits are spelled out here.

The Main Agreement Document

Page 10-11 More Insurance details are listed here, see the $5M professional liability insurance rate. Certificates of insurance will be filed with us before services initiate.

Page 12 Workers Comp is specified. There can be no lapse in insurance per this agreement.

Page 13 Rules to suspend or terminate services are listed to include termination for cause details. A 30-day cure period is listed if any failures occur for both sides to work things out.

The Main Agreement Document

Page 14 Termination for convenience rules are specified here, succession rules to this agreement are listed. No transfer of responsibilities to another party will occur.

Page 15 Claims and dispute resolution section with the potential for mediation is listed here.

Page 16 How to deal with constituents of concern **COC**
(these are scientifically recognized soil pollutants)
[Excellent exploration work will be necessary].

Engineering does not abate any COC's that are found. Indemnification - both parties indemnify each other to the greatest extent possible in law.

The Main Agreement Document

Page 18 Details records retention instructions, **Page 19 - 23** a list of terms are defined.

Page 24 There is a list of the exhibits that have been used with the agreement and the rules around designated representatives are set forth. The term “Engineer’s Designated Representative” is used.

Page 25 Cites how to deal with any conflicts of interest. Says payments will be made in accordance with the law.

Page 26 Medical Care payments will be made promptly, labor hours are defined in line with the law.

Page 27 Discrimination will not occur, and tax law will be followed precisely.

Notes on the Exhibits

Exhibit A

This describes the Design Services - this includes the provision of a resident project representative **RPR** - they will be at the site. The engineering staff will not directly control the Constructor.

[Newberg Capital engineering staff will have an additional role to play on site inspection work as well as the work of the RPR].

With that said engineer will carry out the notification process on p. 4 if the work appears to be substandard. The flow of request for information data (RFI) is described on p. 4.

Page 5 Defines how change orders will be handled - prompt responses will be required. The materials substitution process is described here.

Notes on the Exhibits

Exhibit A - Continued

Page 6 The engineer will recommend payments to the contractor.

Page 7 Defines substantial completion and a site visit to confirm substantial completion.

Page 8 Electronic drawings details and the underground facilities procedure is laid out here. There will be check-in steps for any defects.

The Construction phase starts with the very first Construction actions!

Notes on the Exhibits

Exhibit A - Continued

Page 9 - 10 Additional Services clauses - note the need for us not make frivolous requests to avoid triggering extra charges!

Page 10 Avoid custom reporting or custom invoicing processes [this will not be an issue our AP system is a well-oiled machine].

No Finance related tasks should occur carried out by engineer. Obviously extra studies outside of the normal scope will cost money.

Page 12 Excess process refining assistance (for running the upgraded plant) or excessive balancing tests will create more charges.

Notes on the Exhibits

Exhibit C

This is the form that will be used if a change order becomes necessary.

Exhibit D

Lists the duties, responsibilities and limitations of the resident project Representative **RPR**. The RPR is the engineer's representative on site, this section covers some of the same ground as Exhibit A.

The exhibit details cover inspections, testing, observations etc. The RPR limits of authority are specified.

Notes on the Exhibits

Exhibit E - Acceptability of work acknowledgment document.

Exhibit I - The limitation of liability statement.

Exhibit J - Contains three articles and appendices:

- Article 1 - The lump sum payment process is described - there will be no reimbursement schedule. The 42-month process is explained here
- Article 2 - The RPR charge is set forth - no reimbursement schedule will be in existence for this either. Three site visits weekly will occur over 24 months
- Article 3 - The hourly rates are defined

Exhibit K - this is the scope of work

The scope of work describes each of the tasks in approximate chronological order that are anticipated to occur. They are broken out into 8 Tasks:

Task 1 Coordination with City and project management

Task 2 Schematic design and basis of design report

Task 3 Design development

Task 4 Construction documents, bidding, request for proposal process

Task 5 Contract Administration final design and warranty

Task 6 Other Professional Services with a management Reserve

Task 7 Early Works package

Task 8 Construction observation

Exhibit K - this is the scope of work

These processes will begin with a kickoff meeting, and the scope of work describes the coordination protocols to initiate the work. The scope of work considers 18 months for design and 24 months for construction. The requirements for geotechnical and topographic survey approaches are listed.

[Critically cost can be reduced if detailed topographic surveys exist of the potential site, and for option A from the RFP we will need to investigate this]
Locations will be developed for infrastructure and there will be a key role for Public Works operation staff and determining the best locations for connective infrastructure.

[Ideally the option A approach from the RFP responses will be followed so as to preserve Newberg land for future Public Works development].

Other Questions? *

*The CM is not an attorney or engineer and does not play one on TV.

City of Newberg

Request for Proposals

Newberg Waste Water Treatment Plant Upgrade 2026

RFP No. 06-5131-533000-2026

Proposals Due:	**Not later than 2:00 p.m. 6/1/2026 (June 1, 2026)** **Late proposals will not be accepted or considered.**
Submit Proposals to:	**Proposals shall be accepted through Euna OpenBids (formerly DemandStar) at:** **https://www.newbergoregon.gov/business/bids___rfps.php**
Direct Questions to:	**Procurement Contact: Will Worthey (City Manager)** Email: **WWTPRFP@protonmail.com** Phone: **(971) 281-9350** **Deadline for Questions/Solicitation Protests:** **5/18/2026 (May 18, 2026)**

Pre-Qualification:

☐ Required ☒ Not Required

Qualifications will be assessed as part of this solicitation, see scoring below.

Pre-Proposal Conference:
No pre-proposal conference will be held for this solicitation.

RFP Availability:
This RFP is available electronically through Euna OpenBids (DemandStar) at:
https://www.newbergoregon.gov/business/bids___rfps.php

Future notices regarding this solicitation, including solicitation addenda, will be posted to Euna OpenBids (DemandStar). This RFP may also be viewed at Newberg City Hall, 414 E. First Street Newberg, OR 97132. Any Q & A, files or transcripts generated by the proposal will be posted at this city page / URL:
https://tinyurl.com/NBGWWTP

Proposers are requested to visit this page frequently as well as look for updates on Euna OpenBids (DemandStar). If Q & A responses are posted to the city web site **OR** addendums are posted to Euna OpenBids (DemandStar) an email alert will be sent to all Proposers.

Proposal Opening:
Proposals will be opened digitally starting after 2:05 p.m. on the date proposals are due. Opening will be held at the Rose Room on the 2nd Floor of Newberg City Hall located at 414 E 1st St, Newberg, OR 97132. After the proposals are opened they will be briefly reviewed to ensure that they are named correctly for the bidding firm. The proposals will then be transferred for scoring via the Neogov platform. The scoring will be an auditable digital process with double blind entries.

Proposal Documents:

RFP Newberg Waste Water Treatment Plant Upgrade

Attachment A:	**Form of Proposed Contract (details about template submission)**
Attachment B:	**Proposer Information Form/Certifications**
Attachment C:	**Plan View Oxidation Ditch No. 1**
Attachment D:	**Certification Statement for Corporation or Independent Contractor**
Attachment E:	**Workers' Compensation Exemption Certificate**
Attachment F:	**Affidavit of Non-Collusion**
Attachment G:	**References**

1. Introduction

The City of Newberg (City) is seeking proposals from qualified and experienced firms for engineering design services related to the expansion and repair of certain components of the City's wastewater treatment plant (the "Project"). The City will screen and select Proposers as provided in ORS 279C.110(5). The City intends to award a single contract as a result of this RFP.

The City's expectation of the firm that the City contracts with is that the firm's values align with the City's values of highly ethical conduct, fiscal responsibility, and respect for the City and others.

The City intends to award a single contract as a result of this RFP. The contract term will be for three years with options to renew for up to two additional one-year terms.

1.1 About the City

The city of Newberg is a vibrant and growing community of approximately 26,000 people situated in the mid-Willamette valley. It is not part of the metro authority but is PDX metro adjacent. Newberg sits comfortably at the midway point between Portland and Salem. The city is managed by a fiscally conservative and business-friendly administration and has won awards both for innovation and for its welcoming approach to business.

1.2 About the Project

DEQ informed the City in summer 2024 that its wastewater treatment plant ("WWTP") might exceed capacity for winter flows.

The City engaged a consultant to complete a capacity study, which recommended significant improvements in oxidation ditches, secondary clarifiers, chlorine contact, and solids handling to get the City to its 2037 targets. Following additional studies into its solids handling and clarifier practices, the City is now seeking to engage an engineering firm for engineering design services related to needed improvements to increase capacity in the City's WWTP.

The improvements needed to increase capacity in liquid and solids treatment processes are summarized on the next page. Specifically, the following are the four major components of the current WWTP that will need to be constructed, upgraded, or replaced:

(a) **Oxidation Ditch No. 3**

The oxidation ditches are beyond their treatment capacity. To provide capacity for the 2037 flow and load projections, it is anticipated that construction of an additional oxidation ditch is needed. For operational simplicity, the oxidation ditch could be designed with the same size, configuration, and aeration system as the existing two oxidation ditches. Constructing a third oxidation ditch and splitting peak flows between the three ditches would address the need for hydraulic improvements in this process. In addition to the oxidation ditch reactor basin, a new RDS splitter box and associated piping would need to be installed.

(b) **Secondary Clarifier Enhancement**

The secondary clarifiers are likely close to their treatment capacity. Based on the original standard design loading rates, two new secondary clarifiers would be needed to provide the needed treatment capacity, to treat the 2037 PIF5.

A stress test of November 2025 indicated that only one secondary clarifier would be required to assure our capacity needs to 2037. Any new clarifier is assumed to be 80 feet diameter to match the existing infrastructure. Additionally, a brand-new clarifier distribution box should be built to and from the new secondary clarifier. At this time, the city is planning for just one secondary clarifier to be added to our plant and process.

It is assumed that increasing the number of clarifiers and pipes to split peak flows between will also help address hydraulic limitations in the clarifiers and clarifier distribution box.

(c) **Chlorine Contact**

The existing chlorine contact basins are approaching their capacity. To meet the standard hydraulic retention time of 20 minutes at 2037 expected volumes the total volume of the chlorine contact basin must be at least 348,500 gallons. It is recommended that the chlorine contact basin be expanded to provide this additional volume. The hydraulic issues noted previously would also be addressed with this improvement.

(d) **Switching to 100% Aerated Static Piles for Solids Handling**

The screw press dewatering system was found to have sufficient capacity for 2037 loads. However, the compost tunnel reactors are already at capacity. The issues with the compost tunnel reactor are well known (the building is in poor condition with cracked and weakened walls). As a result of this deficiency, the presence of

existing solids bays on site and due to cost considerations, the City has decided to abandon the compost reactor tunnel and go with a 100% aerated static piles process. New bays will need to be constructed and enhancements will occur to existing infrastructure. Our tunnel system will be abandoned. The site has sufficient space to accommodate this footprint.

1.3 Timeline/Deadlines

ACTIVITY	DATE
City Council Motion to Proceed	4/20/2026
Issuance of Request for Proposal	4/27/2026
Deadline for Questions / Clarifications / RFP Protests	5/18/2026
Deadline for Addenda	5/25/2026
Deadline to Withdraw from RFP Process	6/1/2026
Deadline for Submission of Proposal	6/1/2026
Initial Evaluation of Proposal – Scoring Phase 1 (14 days for scoring)	6/15/2026
Announcement of the Final Three Proposers	6/16/2026
Phase 2 Deadline for Submission of Pricing Proposal (for final three Proposers)	6/29/2026
Final Scoring	7/6/2026
Notice of Intent to Award	7/13/2026
Deadline for Filing Protest of Award	7/20/2026
Council Approval	8/3/2026
Anticipated Notice to Proceed	8/4/2026
Contract Kickoff	9/3/2026

The City reserves the right to deviate from this schedule.

1.4 RFP Clarifications and Protests; Addenda

(a) **Informal Questions or Requests for Clarification**

Any Proposer requiring clarification of the information provided in this RFP may submit specific questions or comments in writing to the Procurement Contact shown on page 1 of this document. Email is the preferred form of written communication. The deadline for submitting such questions is set forth in the table above.

(b) **Request for Change or Protest of Solicitation or Contract Documents**

Any Proposer wishing to protest this RFP or request a change any provision, specification, or contract term contained in the solicitation documents, must submit such questions, comments, or protests to:

Will Worthey (City Manager)
Adress: 414 E 1st St, Newberg, OR 97132
Phone: (971) 281 9350 (cellular)
Email: **WWTPRFP@protonmail.com**

DO NOT address questions about this RFP to any other email address or phone number.

The deadline for submitting such protests is set forth on page 5.

(c) **Content of Solicitation Protest/Request for Clarification**

The prospective Proposer's written request for change or protest of the RFP must include all of the following and otherwise comply with OAR 137-048-0240(1):

(i) Sufficient information to identify the solicitation that is the subject of the protest or request;

(ii) The reasons for the protest or request, including any grounds that demonstrate how the procurement process is contrary to law or how the solicitation document is unnecessarily restrictive, or is legally flawed;

(iii) Evidence or supporting documentation that supports the grounds on which the protest is based; and

(iv) A statement of the desired changes to the procurement process or the solicitation document that the prospective Proposer believes will remedy the conditions upon which the prospective Proposer based its protest or request.

(d) **Addenda**

If the City determines that a change or clarification to the solicitation documents is necessary, such information, clarification, or interpretation will be supplied in a written addendum, posted on Euna OpenBids (DemandStar). All bidders will be alerted to this event if it occurs.

Addenda shall have the same binding effect as though contained in this RFP. The title of official in charge of the procurement shall issue all addenda on or before **5/25/2026 (May 25, 2026)**. Unless otherwise specified within an addendum, City's issuance of addenda will not extend the proposal due date and time.

Minor clerical errors related to or within addenda issued by City, including clerical errors in an addendum's numbering or title, do not remove the responsibility of the Proposer to acknowledge all addenda. If there are any questions related to the contents of the addenda, or how to interpret them, it is the responsibility of the Proposer to elevate those concerns for the City's consideration.

Statements made by the City's representatives are not binding on the City unless confirmed by a written addendum.

(e) **Extension of Closing**

The City may extend the proposal due date and time set forth in Section 1.3 if it determines an extension is necessary to consider and respond to a properly filed protest under this Section 1.4.

2. Scope of Work The scope of the work will include the following, as more particularly described in **Exhibit A**:

2.1 Coordination with City established site team(s).

2.2 Schematic Design.

2.3 Design Development.

2.4 Construction Documents/Bidding using the CMGC approach.

2.5 Contract Administration including warranty period.

2.6 Professional Services deemed necessary by the Engineer, Engineer will be responsible for coordination of each discipline, and the cost thereof will be included in the Engineer's proposal.

3. Proposal Format, Content, and Submission

3.1 Proposal Format

City proposal standards:

(a) Proposal includes a one-page cover letter as the first page of the proposal.

(b) Proposal Includes Attachments B, D, E, F, and G.

(c) Proposal addresses all evaluation criteria in the order presented in Section 3.4.

(d) Proposal may not exceed seventy (70) pages in length, not including reports, resumes, cover letters, and like attachments.

Please do not include sales or promotional materials as part of proposal, unless requested.

3.2 Attachments: Proposer Certifications and Representations

Each proposal will include the completed Attachments **B, D, E, F, and G** signed electronically. Acceptable forms of electronic signature include a scanned copy of a handwritten signature on each respective Attachment form or a signature made on each Attachment form using Adobe's Fill and Sign Digital Signature (or similar PDF digital signature software).

3.3 Proposal Content

Proposals must provide all information requested and required under this RFP. Proposals that do not provide all such information may be rejected as non-responsive.

3.4 Proposal Responses to Evaluation Criteria

Each proposal must address each of the following Evaluation Criteria completely, and in the order provided:

Written Evaluation Criteria – Proposal Phase 1	
Qualifications - Proposer must currently hold the following license(s) Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS) licensed Professional Engineer qualified in Civil Engineering. Include a copy of the license and all other relevant certifications in proposal. Please include the resume of the engineer of record for this project.	**Pass/Fail**
Organizational Structure, Proposed Partnerships and Subcontracting Describe your firm's organizational structure and any proposed partnerships or subcontracts your firm intends to enter into to perform the engineering services for the Project described in this RFP.	**Maximum Points Available: 20**
Financial History and Capacity Provide a general description of your firm, including its service area, volume of services, length of time in the industry, and financial stability. Describe your firm's availability and capability to perform the engineering services described in this RFP.	**Maximum Points Available: 10**
Public Experience Describe your firm's knowledge and experience working with cities or counties, as well as experience working with relevant federal, state, and other local agencies.	**Maximum Points Available: 10**

Written Evaluation Criteria – Proposal Phase 1 (continued)	
Experience Describe three (3) projects of similar scope and size, which your firm has completed on time, on budget and to a high-quality standard. Provide the project start and end dates, client and cost. The projects in question must involve new or re-build large scale sanitary sewer works or waste water treatment plant designs. If subcontracting a portion of the work: Describe three (3) projects of similar scope subcontractor completed on time, on budget and to a high quality standard, including project start and end dates, client and cost. Provide for all subcontractors. The projects in question must involve new or re-build large scale sanitary sewer or waste water treatment plant designs. Were the projects described above completed on time and on budget? If not, why not?	**Maximum Points Available: 10**
References On Attachment G, provide 6 positive, supporting references for the projects named above, including at least three references related to a project that required you to perform value engineering in order for the project's construction cost to stay within the project budget Provide 3 supporting letters of recommendation from previous clients. Such letters should address: ability to meet deadlines, accuracy of estimates and quality of work.	**Maximum Points Available: 10**

Written Evaluation Criteria – Proposal Phase 1 (continued)	
Proposed Key Staff and Staff Experience; Staff Capacity. Describe the capacity of your firm to perform the scope of work provided in Section 2. List the key staff proposed to perform the work, if contracted. Describe the role of each key staff proposed and the percentage of his or her time which will be allotted to the project. Critically describe the internal team cohesion and longevity of the principal company officers who will be involved. Describe the experience of the key staff, including on similar projects under similar budget constraints, and how he/she is ideally suited to his/her role on the project. Describe your firm's commitment to ensuring that employees are current with regard to technical developments and evolving environmental regulations that drive technical work products. Identify any portion of the scope of services which is proposed to or may be performed by a subcontractor. Identify the subcontractor(s) and the nature of the work to be performed.	**Maximum Points Available: 20**
Value Engineering Approach and Experience. Describe your approach to value engineering a design in order to fit a client's firm construction budget. Describe what you see as the biggest obstacle to designing the Project to fit within the City's construction budget and how your firm would overcome that obstacle. Provide three examples of projects you've worked on in the last 5 years that had cost overruns and required changes to the design to fit within the client's construction budget. As part of your narrative, describe the adjustments you made to the design and the impact those adjustments had on project cost.	**Maximum Points Available: 10**
	Total Points Available: 90

Price Proposal Criteria – Proposal Phase 2	
Provide a schedule of hourly rates that your firm will charge for the work of each individual or labor classification that will perform the services that the City requires under this RFP. Provide a reasonable estimate of hours that your firm will require to perform the services that the City requires under this RFP, including a breakdown that allocates the estimated hours among component listed in Section 1.2(a)-(d) or other tasks. To assist in this calculation, the City has included as builts of one of our oxidation ditches and a secondary clarifier from a recent projects. It is assumed that Oxidation Ditch No. 3 and the other elements will be of similar construction with the same challenges as our existing infrastructure. Current ditches are approximately 325' by 90', the existing ditches have four sets of paddles, and it is assumed the new ditches will be of a similar design. Site visits to look at the oxidation ditch and other parts of the wastewater treatment plant can be scheduled with any interested firms. Please ensure that these hours estimates are realistic for this purpose, and not underestimated.	**Maximum Points Available: 5**
Provide a list of expenses, including travel expenses, that the proposing firm expects to incur in connection with providing the services required under this RFP.	**Maximum Points Available: 5**
	Total Points Available: 10

3.5 Proposal Submission

Proposals must be delivered via Euna OpenBids (DemandStar) as described on page 1 of this RFP no later than the due date and time set forth in Section 1.3. Proposals not received by the due date and time will be considered late. City will reject all late proposals.

Proposals must be submitted via Euna OpenBids (DemandStar). Proposers assume the risk of premature disclosure of any proposal submission due to submission in an unsecure form.

In the event of a failure of City's system for electronic submission of proposals that interferes with the ability of Proposers to submit electronic proposals, protest, or otherwise participate in this RFP, City may cancel this RFP of may extend the proposal due date and time.

3.6 Proposal Withdrawal

A Proposal may be withdrawn in person with proper identification, or by issuing a written request on company letterhead, signed by an authorized representative, and received by the City prior to 2:00 pm PST, on deadline to withdraw from the proposal process set forth in Section 1.3 above.

Notwithstanding anything to the contrary in this Section 3.6, however, a proposal may be withdrawn in accordance with Section 4.3(d)(iii).

3.7 Confidential Information

The City is subject to the Oregon Public Records Law (ORS 192.311 to 192.478), which requires the City to disclose all records generated or received in the transaction of City business, except as expressly exempted under ORS 192.338 to 192.355, or other applicable law.

Pursuant to ORS 279C.107, the City need not open proposals for public inspection until after execution of the contract(s) awarded under this section. Thereafter, the City will not disclose records submitted by a Proposer that are exempt from disclosure under the Oregon Public Records Law, subject to the following procedures and limitations:

The Proposer **must** mark all proposal pages containing the records it has determined as confidential under Oregon Public Records Law and must segregate those pages in the following manner:

(a) Such pages must be clearly marked "Confidential" on each page of the confidential document.

(b) Proposer must separate confidential pages from its other proposal pages by providing the confidential pages to City in a separate e-mail file attachment.

(c) In its proposal, Proposer must cite the specific statutory exemption in Oregon Records Law exempting such pages from disclosure.

(d) Subsections (a) and (b) above will prevail in the event these provisions conflict with formatting or response instructions elsewhere in this document.

(e) Proposers may not mark an entire proposal confidential. Should a proposal be submitted in this manner, the City will hold no portion of the proposal as confidential, unless such a portion is segregated as required under subsection (b) above and is determined exempt from Oregon Public Records Law.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the Yamhill County Attorney or a court of competent jurisdiction.

Prior to disclosing such information, the City will make reasonable attempts to notify the Proposer of the pending disclosure.

4. Proposal Evaluation and Award

4.1 Clarification of Responses

In the event that one or more proposals are in need of clarification, the City will request such clarification in writing and will afford the Proposer(s) contacted an opportunity to respond in kind, with the necessary clarification.

4.2 Site Visits/Informational Activities

At any point before or after the opening of proposals, the City may conduct site visits with informational and demonstration activities with Proposers for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation documents or to consider and respond to requests for modifications to the proposal requirements. The City will use procedures designed to accord Proposers fair and equal treatment with respect to any opportunity for discussion and revisions of proposals. Should Proposers desire a site visit they must request a site visit via: **WWTPRFP@protonmail.com**

Site visits will be recorded, transcribed and posted to the RFP page listed above to allow for equitable information access for all interested firms.

4.3 Proposal Evaluation

The evaluation process of this RFP will be comprised of a

- A written proposal.
- A price proposal (upon request for finalists only).

An Evaluation Committee, consisting of four individuals, will evaluate the proposals. Each evaluator will independently evaluate and score proposals in accordance with the Evaluation Criteria. The City may assign certain evaluators specific evaluation criteria, in alignment with the evaluator's expertise.

(a) **Written Proposal Evaluation – Proposal Phase 1**

(i) Each evaluator will independently score proposals in accordance with the Evaluation Criteria.

(ii) The City will average the written proposal scores per category and then sum the category averages for a total written evaluation score for each proposal.

(b) **Price Evaluation – Proposal Phase 2**

(i) City will announce the evaluation scores and rank for each Proposer after completing the evaluation processes described in Section 4.3. City may determine that as many as three of the top-ranked Proposers are qualified to perform the services requested under this RFP and may request a pricing proposal (described in Section 3.4 above) for the scope of the services requested in this RFP from each of the top-ranked Proposers.

City will request the price proposal on: **6/16/2026 (June 16, 2026)**, the price proposal will be due on **6/29/2026 (June 29, 2026)** see the full timeline set forth in Section 1.3.

(ii) The rates set forth in pricing proposal constitute an offer that is irrevocable for at least 90 days after the date of the pricing proposal.

(iii) A top-ranked Proposer may withdraw its written proposal from consideration if it does not wish to submit a pricing proposal.

(iv) Each evaluator will score the price proposal evaluation criteria.

(v) The City will average the price proposal scores per category and will then sum the category averages for a total price evaluation score for each proposal.

(vi) The City will sum the total written evaluation score and the total price evaluation score for each Proposer to achieve a final, total score per Proposer. The price proposal will only represent 10% of the available final score.

(c) **References**

The City reserves the right to investigate references, including customers other than those listed in a Proposer's submission. This inquiry may include without limitation investigation of past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on schedule, and its lawful payment of employees and subcontractors.

4.4 Notification of Intent to Award

The City will notify Proposers of its Intent to Award on Euna OpenBids (DemandStar) by posting such notification on the Euna OpenBids (DemandStar) platform. Finalists will also be notified directly via email.

4.5 Negotiation

(a) After the City has issued the Notice of Intent to Award, the City will commence serial negotiations with the highest-ranked eligible Proposer.

(b) At any time during negotiations, the City may terminate negotiations with the highest-ranked Proposer, or the eligible Proposer with whom it is currently negotiating if the City believes that:

(i) The eligible Proposer is not negotiating in good faith; or

(ii) Further negotiations or negotiations with the eligible Proposer will not result in the parties agreeing to the terms and conditions of a final Contract in a timely manner.

(c) If the City terminates negotiations with an eligible Proposer, the City may then commence negotiations with the next highest-ranked eligible Proposer.

(d) The City reserves the right to negotiate final contract terms with the selected Proposer(s) to the fullest extent allowed by law and as in the best interest of the City, including a maximum compensation level that the City alone determines is fair and reasonable.

4.6 Award of Contract

If the City awards a contract pursuant to this RFP it will award a contract to the responsible Proposer whose proposal the City determines in writing is the most advantageous to the City based upon the evaluation process and criteria described in this RFP, applicable preferences, and the outcome of any negotiations authorized by this RFP.

The contract **MUST** contain a chronological schedule for completion, ORS 279C.110.

5. Solicitation Terms and Conditions; Protest of Award

5.1 City Right to Cancel Solicitation

The City reserves the right to cancel this RFP at any time or to reject any and all proposals, if the City determines that doing so is in the public interest.

5.2 Proposer Cost of Response Preparation

Proposers will bear sole responsibility for all costs incurred in preparing and providing their proposals in response to this RFP. The City is not liable to any Proposer for any loss or expense caused by or resulting from the cancellation of a solicitation or rejection of a proposal.

5.3 Submitted Materials are City Property

All material submitted for any portion of a proposal in response to this RFP, or during any phase of this solicitation, will become the property of the City and will not be returned to Proposers.

5.4 Additional City Reservations

The City reserves the right to reject all proposals, to reject any proposal not in compliance with all prescribed procedures and requirements, to waive any or all irregularities in proposals submitted, and to award any or all items or services contained in a proposal.

5.5 Proposal Validity

Except as otherwise provided in Section 4.3(d)(ii), proposals will remain valid for a period of 75 days following the proposal submission deadline.

5.6 Sufficient Information

All Proposers represent and warrant that by responding to this RFP, they have been sufficiently informed in all matters relating to the performance of services solicited under this RFP and its attachments. Prior to submitting a proposal, all Proposers will make a careful examination of this RFP and its provisions, including but not limited to all terms and conditions and specifications. Failure to take these precautions will not release a Proposer from performing the services solicited under this RFP in strict accordance with the terms of any contract awarded as a result of this RFP.

5.7 Protests

(a) **Protest of Contract Award**

A Proposer may protest the Intent to Award a contract in accordance with OAR 137-048-0240, provided:

(i) The Proposer is adversely affected because the Proposer would be eligible to be awarded the contract in the event that the protest is successful; and

(ii) The reason for the protest is:

(1) The Proposer is the highest-ranking Proposer because all higher-ranked proposals are non-responsive or failed to meet the requirements of this RFP, or all higher-ranked Proposers are not qualified to perform the services required under this RFP.

Address protest to:

RE: PROTEST OF AWARD

RFP NO. 06-5131-533000-2026

Email: **WWTPRFP@protonmail.com**

Phone: **(971) 281-9350**

(2) All protests of Award must be in writing and received by the title of procurement official no later than 2:00 p.m. on the deadline for submitting such protests set forth in Section 1.3.

(3) Protests must specify the grounds for the protest including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The judgment used in scoring by individual evaluators is not grounds for protest.

(4) Protests not filed within the time specified in section 1.3, or which fail to cite the specific law, rule, regulation, or procedure upon which the protest is based will be dismissed. An issue that could have been raised by request for change or protest of the solicitation is not a ground for protest of award.

(b) The City will resolve all protests in accordance with OAR 137-048-0240(3).

6. Contract Terms and Conditions

6.1 Contract Award and Term

The City intends to award a single contract as a result of this RFP.

6.2 Contract Template

Proposers are advised that they need to provide their standard contract template so as to provide a basis for contract negotiations that will occur after the notice to proceed occurs.

The City reserves the right to negotiate final contract terms with the selected Proposer(s) to the fullest extent allowed by law and as in the best interest of the City, including a maximum compensation level that the City alone determines is fair and reasonable.

Any contract resulting from this RFP will be based on the RFP documents and in compliance with the City Public Contracting Rules and the Public Contracting Code.

6.3 Insurance & Performance Completion Bonding

Proposers are advised to carefully review the insurance requirements contained in Exhibit A. The successful Proposer will be required to meet the insurance requirements set out therein.

ATTACHMENT A

FORM OF CONTRACT

Separate from the response to this proposal each Proposer will send the city a copy of its standard contract as a starting point for contract negotiations. This standard contract will provide a starting point for the contract negotiations that will subsequently follow after the successful Proposer is known.

The City reserves the right to negotiate final contract terms with the selected Proposer(s) to the fullest extent allowed by law and as in the best interest of the City, including a maximum compensation level that the City alone determines is fair and reasonable.

It is anticipated that the city attorney's office will be involved in the final negotiation of the contract instrument.

The submission of your standard contract template will not count towards the page limit of the overall RFP. The standard contract will be submitted as a separate document separate but at the same time as the proposal document.

The standard contract will be submitted via Euna OpenBids (DemandStar).

ATTACHMENT B

PROPOSER CERTIFICATIONS AND REPRESENTATIONS

Newberg Waste Water Treatment Plant Upgrade 2026

PROPOSAL FORM

Legal Name of Proposer: _____

Mailing Address: _____

The Proposer certifies and agrees:

- The Proposer has read and understands the Specifications, Addenda, Contract and all other documents pertaining to this solicitation.
- The Proposer has, or has available, the equipment, personnel, materials, equipment, facilities, and equipment, as well as the technical and financial ability necessary to complete and execute all services in a sound and suitable manner for the use specified and intended.
- The Proposer agrees to execute a contract following negotiations with the city within one month from the notice to proceed. The anticipated date for the notice to proceed is: **8/4/2026 (August 4, 2026)**.
- The Proposer acknowledges that the signer on this Proposal is fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all conditions and provisions thereof.
- The Proposer will comply with all requirements of local, state, and national laws, and that no legal requirement has been or will be violated in making or accepting this Proposal.

The Proposer certifies that Proposer is registered with the Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS) licensed Professional Engineer qualified in Civil Engineering.

Registration Number _____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO RFP DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1 2 3 4 5 6

Date if not applicable or no addenda were received: _____

The Proposer certifies that it has not discriminated and will not discriminate, in violation of ORS 279A.110, a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business in awarding a subcontract.

As required by ORS 279B.045, the Proposer represents and warrants that the Proposer has complied with the applicable tax laws of this state or a political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. The Proposer and any consultants listed on BOLI's List of Ineligibles will be rejected.

Respectfully submitted this _____ day of _____, 2026.

Authorized Signature: _____

Authorized Name (Print): _____

Authorized Title: _____

Phone: (_____)_____

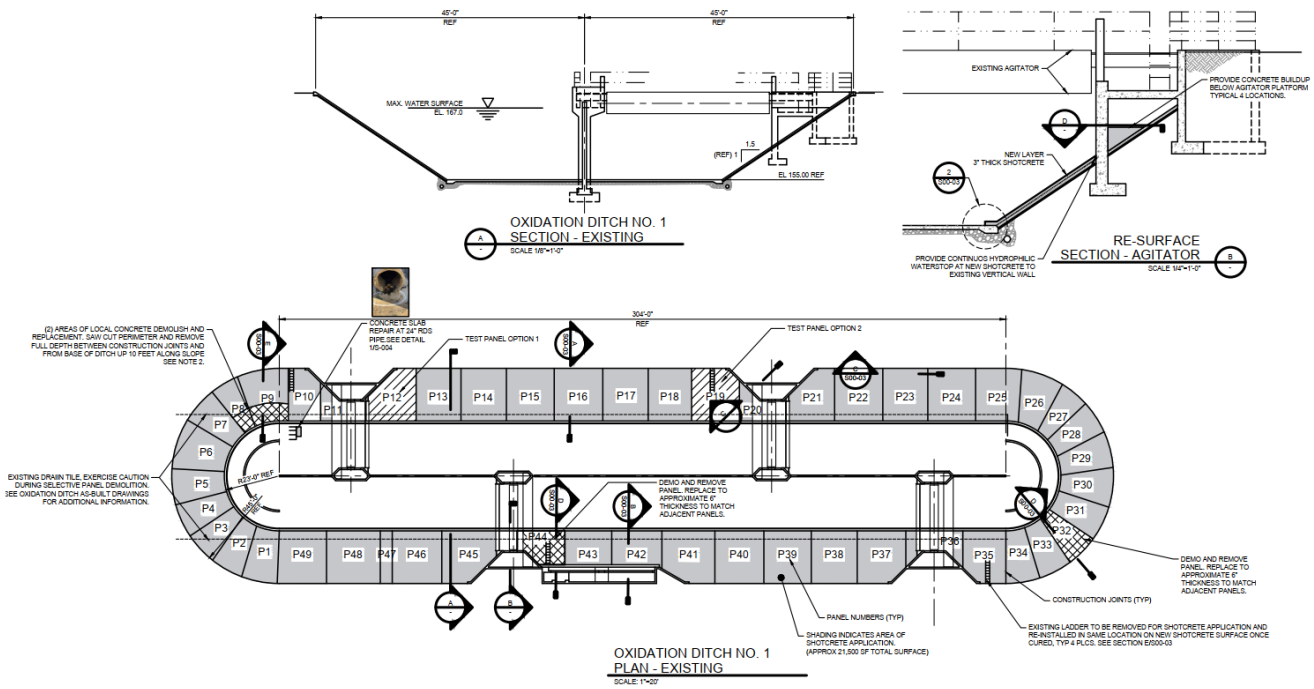
ATTACHMENT C

PLAN VIEW OXIDATION DITCH #1

Note Technical Studies and additional plans are available on the city web site.

Please visit:

https://tinyurl.com/NBGWWTP



ATTACHMENT D - CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

(NOTE: Consultant Must Complete A or B below. For purposes of this Attachment D, "Consultant" refers to Proposer)

A. CONSULTANT IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP

I certify under penalty of perjury that Consultant is a [check one]: ☐Corporation ☐Limited Liability Company ☐Partnership authorized to do business in the State of Oregon.

_____

Authorized Signature Title Date

B. CONSULTANT IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR

Consultant certifies under penalty of perjury that the following statements are true:

1. If Consultant is providing labor or services under this Contract for which registration is required under ORS Chapter 671, Consultant has registered as required by law, **and**
2. If Consultant performed labor or services as an independent contractor last year, Consultant filed federal and state income tax returns last year in the name of the business (or filed a Schedule C in the name of the business as part of a personal income tax return), **and**
3. Consultant represents to the public that the labor or services Consultant provides are provided by an independently established business, **and**
4. All of the statements checked below are true.

NOTE: Check all that apply. You must check at least four (4) to establish that you are an Independent Contractor.

☐ A. The labor or services I perform is primarily carried out at a location that is separate from my residence or is primarily carried out in a specific portion of my residence which is set aside as the location of the business.

☐ B. I purchase commercial advertising or I have business cards for my business, or I am a member of a trade association.

☐ C. My business telephone listing is separate from my personal residence telephone listing.

☐ D. I perform labor or services only underwritten by contracts.

☐ E. Each year I perform labor or services for at least two different persons or entities.

☐ F. I assume financial responsibility for defective workmanship or for service not provided by purchasing performance bonds, errors and omission insurance or liability insurance, or providing warranties relating to the labor or services I provide.

_____

Authorized Signature Title Date

ATTACHMENT E
WORKERS COMPENSATION EXEMPTION CERTIFICATE

(To be used only when Consultant claims to be exempt from Workers' Compensation coverage requirements. For purposes of this Attachment E, "Consultant" refers to Proposer.)

Consultant is exempt from the requirement to obtain workers' compensation insurance under ORS Chapter 656 for the following reason *(check the appropriate box)*:

☐ **SOLE PROPRIETOR**

- Consultant is a sole proprietor, and
- Consultant has no employees, and
- Consultant will not hire employees to perform this Contract.

☐ **CORPORATION - FOR PROFIT**

- Consultant's business is incorporated, and
- All employees of the corporation are officers and directors and have a substantial ownership interest* in the corporation, and
- All services will be performed by the officers and directors; Consultant will not hire other employees to perform this Contract.

☐ **CORPORATION - NONPROFIT**

- Consultant's business is incorporated as a nonprofit corporation, and
- Consultant has no employees; all work is performed by volunteers, and
- Consultant will not hire employees to perform this Contract.

☐ **PARTNERSHIP**

- Consultant is a partnership, and
- Consultant has no employees, and
- All services will be performed by the partners; Consultant will not hire employees to perform this Agreement, and
- Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

☐ **LIMITED LIABILITY COMPANY**

- Consultant is a limited liability company, and
- Consultant has no employees, and
- All services will be performed by the members; Consultant will not hire employees to perform this Agreement, and
- If Consultant has more than one member, Consultant is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving, or demolition of an improvement to real property or appurtenances thereto.**

**NOTE: Under OAR 436-50-050, a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation, or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.*

***NOTE: Under certain circumstances, partnerships and limited liability companies can claim an exemption even when performing construction work. The requirements for this exemption are complicated.*

_____	_____
Authorized Printed Name	Authorized Signature
_____	_____
Authorized Title	Date

ATTACHMENT F

AFFIDAVIT OF NON-COLLUSION

STATE OF OREGON

County of _____

I state that I am_____ (title) of_____ (name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers.

I state that:

(1) No attempt has been made or will be made to induce any firm or person to refrain from proposing on this RFP, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(2) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(3) _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted of or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as described in the attached appendix.

I state that_____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the City of Newberg in awarding the contracts(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Newberg of the true facts relating to the submission of proposals for this RFP.

_____	_____
Authorized Printed Name	Authorized Signature
_____	_____
Authorized Title	Date

ATTACHMENT G

REFERENCES

ITEM	Reference 1	Reference 2
A. Name		
B. Business or Employer		
C. Telephone	( )	( )
D. E-Mail Address		
ITEM	Reference 3	Reference 4
A. Name		
B. Business or Employer		
C. Telephone	( )	( )
D. E-Mail Address		
ITEM	Reference 5	Reference 6
A. Name		
B. Business or Employer		
C. Telephone	( )	( )
D. E-Mail Address		

Has your company ever been declared in breach of any contract for unperformed or negligent services?

☐Yes ☐No

If YES, explain. _____

_____

Has any employee or agent of your company ever been convicted of a criminal offense arising out of obtaining, attempting to obtain, or performing a public or private contract or subcontract? ☐Yes ☐No

If YES, explain. _____

_____

Has any employee or agent of your company been convicted under state or federal law of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty?
☐Yes ☐No

If YES, explain. _____

_____

Has your company or any employee or agent of your company been convicted under state or federal antitrust laws? ☐Yes ☐No

If YES, explain. _____

_____

Has any Officer or Partner of your organization ever been an Officer or Partner of another Organization that failed to complete a contract? ☐Yes ☐No

If YES, explain. _____

_____

Exhibit A – The Scope of Work

The City of Newberg is currently seeking to retain a consultant civil engineering firm to provide full design services for a substantial upgrade to its Waste Water Treatment plant to include the construction of a new Oxidation ditch (number 3). The Consultant shall provide a wide range of responsible and responsive professional services including, but not limited to, project management, cost estimates, preliminary and final design work to re-construct the wastewater treatment plant in compliance with DEQ regulations and future flow projections.

The estimated total budget for this project will fall in the range of **$31 – 33** million with a considerable amount of this revenue coming from system development charges. This assumes a 30% contingency in a pricing model developed in late 2025. The exact estimate (late 2025) was **$32,181,000**.

The design services will also include land use and building permit submittals and any needed interface with the city Community Development Department. It is anticipated that pre-application meetings and coordination will occur with our Community Development Department to allow for a smooth regulatory experience.

The Consultant is expected to provide a highly qualified and experienced project team and be able to deliver satisfactory products and services in a professional and timely manner. The Consultant is encouraged to propose changes or additions to the scope of work if the Consultant believes that these changes will provide added benefits and timeliness to the Project. Such proposed modifications shall be noted as separate additive or deductive tasks.

All recommendations and information produced in this Project shall comply with applicable Federal, State and City regulations and requirements.

Specific Tasks Include but are not limited to:

- Participate in up to 6 public meetings for the project including Council Meetings, Ad Hoc Citizen Advisory Committee meetings, general public open houses, etc.
- General Project Management.
- Final design plans and specifications sufficient to meet the City and DEQ requirements and construction needs.
- Land use submittals and processes.
- Building permits application process and submittals.
- Present at public meetings on project related matters.
- Coordinate with and report to DEQ on compliance with mandated timelines, project review, etc.
- Coordinate with all City departments in bringing the project to completion. Gather input from all interested parties and pass onto appropriate people.
- Coordinate permitting with appropriate agencies/departments.
- Work with Public Works Director and Finance Manager on any needed reports/paperwork
  necessary for grants, loans or other funding mechanisms should any become available.
- Work with the Public Works Director and/or Project Manager to provide regular updates to the City Manager, City Council and other interested parties.

Proposers are encouraged to provide clear, concise proposals that contain only the information required to respond to the needs of this project. Identify and discuss:

- Services that may not have been mentioned and that should be considered for inclusion in a final Scope of Work for the benefit of the project.
- Strategies that could be employed to meet project goals and objectives on time and within budget. Key points may include the availability of key personnel immediately

and throughout the project, ability to control project schedule and cost and internal quality control procedures.

- Identify major issues in completing the Work, and based upon existing information, how the Proposer would resolve any major identified issues.
- Note strategies to maintain operations of the existing treatment plant through the entire construction process.

The City will perform the following tasks:

1. Provide a Project Manager responsible for the overall project management and coordination between the Consultant and the City, and with any of the City's other service providers. This point of contact will be available to the city during all standard working hours Monday to Friday 8:30am until 5pm.
2. Provide legal review of all contract documents, Resolutions, and Ordinances as may be required.
3. Provide any documents or record drawings upon request. If any of these documents or drawings are available and utilized, the Consultant shall verify to ensure accuracy.
4. Make available City policies, regulations, guidelines and records such as as-built information and geographically referenced GIS maps, as available.
5. Assemble and transfer all required information and data, both hard copy and electronic, at no charge to the Consultant.
6. Coordinate communication among City staff and provide a unified guidance / direction to the Consultant.
7. Coordinate staff review. Staff review time for the deliverables can be up to two weeks or often sooner, depending on workloads.
8. Ensure that City staff members provide timely responses to questions, and be available for any meetings requested by the Consultant. Meetings between City staff

and the Consultant will take place virtually or at the Newberg City Hall Building, 414 E. First Street, Newberg, OR 97132.

9. Review and process Consultant's monthly payment requests.
10. Negotiate any contract amendments, as needed.
11. Perform other tasks as negotiated.

The Consultant shall provide adequate personnel and resources to accomplish the objectives of this Project as cited in the main RFP document. Key personnel and their qualifications must be identified clearly.

Insurance & Performance Completion Bonding

The consultant must carry Commercial General Liability (CGL) insurance coverage for the duration of this project (through to the completion of the construction phase) with the following limits:

Per-Occurrence (Per-Incident) Limit: $2M.
Aggregate Limit: $4M.

The city will negotiate a performance bond to ensure the completion of the project.
The city assumes that the performance completion bond: will have a value equal to 100% of the total construction price once it is known. This will be negotiated after successful proposer has been selected.

At the city's sole discretion it may waive the insurance requirement and cover the insurance of the project itself via its own broker.

Primary Tasks / Objectives

1. Coordination with City established site team(s)

The chosen contractor will ensure that they have a full understanding of the site and its unique issues. They will fully master the technical details of the system's maximum flow capacity and the desired expansion to reach the required targets for the late 2030s. They will examine the current as-built diagrams, wiring diagrams and master the current process and its associated pipe and electrical infrastructure.

2. Schematic Design

Designs will be prepared for the follow-on construction phases. These designs will not only detail the required third oxidation ditch and static aerated pile bays. They will also detail all connective piping, infrastructure digital communications networking and power required for all parts of the upgraded wastewater treatment plant.

In order to control cost the city anticipates that several of the existing bays will be reused as part of the new design schematics.

The city also assumed that proposers will examine the existing as builts for our current oxidation ditches and become fully aware of the wastewater treatment plant as it exists today.

3. Design Development

Post schematic design the city anticipates that the chosen firm will develop the design further to set the stage for the location of a qualified contractor and then construction. Any issues that arise as the result of previous steps will be negotiated with the city.

4. Construction Documents/Bidding

In phase four the chosen engineering firm will shift from schematics to construction documentation. The firm selected will organize invitations for construction firms to be

included in a Contract Manager / General Contractor (CM/GC) contracting process early in the design process. The chosen engineering firm will manage the selection of a construction firm (or firms) with a mind towards total budget using CM/GC methodology.

The chosen engineering firm will check in with city staff frequently and in particular operations staff to ensure that this process advances smoothly. The chosen firm will draft the CM/GC contracting documents and will serve as the primary contact with the selected construction firm(s).

It is anticipated that the chosen engineering firm will therefore play the leading role in a Contract Manager / General Contractor (CM/GC) process from the drafting of the contract to its completion.

It is also anticipated that CM/GC contract documents will be reviewed by our legal team (Miller Nash) prior to implementation. Lastly any needed resolutions or other City Council instruments required to memorialize the CM/GC methodology will be drafted by the selected engineering firm once again with Miller Nash oversight.

5. Contract Administration Including Warranty Period

As stated, the chosen engineering firm will assist in the creation of a CM/GC contract with oversight from our legal support team at Miller Nash. Once a contract has been finalized the chosen firm will assist with contract administration through to completion and on for a two-year warranty period.

6. Other Professional Services Deemed Necessary by the Selected Engineering Firm

The engineering firm will be responsible for coordination of each discipline, and the cost thereof will be included in the engineer's final proposal. The chosen engineering firm will creatively propose innovative solutions for cost control to each stage of the process.

CITY OF NEWBERG – WWTP UPGRADES
AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **City of Newberg** (Owner) and **Keller Associates, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **WWTP Upgrades** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **Engineering services to prepare design plans, specifications, and bidding documents prepared for a single bidding package through the CM/GC delivery process**.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. as Engineer may request, any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, topographic mapping, and utility documentation.

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. Owner shall furnish to Engineer Owner's anticipated costs for services to be provided to Owner by others to the extent such information is required for Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs.

E. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents; and

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8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

A. Except as otherwise provided in this Agreement, Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

B. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

C. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for the following unless Owner otherwise requests Engineer's assistance:

1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

D. Owner may delegate to Contractor or others the responsibilities set forth in Sections 2.03.B and C.

2.04 Owner's General Responsibilities

A. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.

B. Owner shall inform Engineer of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

C. Owner shall arrange for access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

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D. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities as required under this Agreement in a timely manner so as not to delay Engineer's performance of its services.

E. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. Engineer shall provide prompt written notice to the Owner if the Engineer becomes aware of any error, omission, or inconsistency in such services or information.

F. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

G. Owner shall advise Engineer of the identity and general scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

H. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings as Owner deems necessary, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

   a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

   b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

4. Perform or provide the following:

   a. Topographic surveying, Utility Coordination, Right-of-Way Surveying and Plans, and Right-of-Way Appraisal, Negotiation, and Acquisition for all components of the project.

   b. Lead any public involvement/education efforts that are needed, unless otherwise specifically indicated in the scope.

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c. Any additional laboratory testing identified.

d. Review comments from Owner's SCADA integrator.

e. Pay for any permit fees.

f. Participate in meetings with regulatory agencies.

g. Part-time construction observation services (pending finalized SDC Scope).

h. At a minimum, the following information will be requested from the Owner:

1) All preliminary CAD and PDF files for the sewer improvements.

2) All available GIS information for the project for sewer and water connections.

3) Any available geotechnical information throughout the project site.

4) Available design standards, standard details, and specifications.

5) Other pertinent information as determined during this project.

2.05 Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

C. See Exhibit K for a description of the services for each task.

Task	Type	Amount
Task 1 – Coordination with City / Project Management	LS	$239,950
Task 2 – Schematic Design / Basis of Design Report	LS	$297,580
Task 3 – Design Development	LS	$161,915
Task 4 – Construction Documents/Bidding	LS	$37,270
Task 5 – Contract Administration / Final Design and Warranty	LS	$3,179,010
Task 6 – Other Professional Services / Management Reserve	T&M	$50,000
Task 7 – CM/GC Early Works Package	LS	$225,610
Task 8 – Construction Observation	LS	$357,100
TOTAL COST		**$4,548,435**

Based on a **24** month continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.

2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

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ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

A. Engineer shall complete its obligations as expeditiously as is consistent with the Standard of Care. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable and consistent with Engineer's Standard of Care. Engineer will perform this Agreement and render decisions in a timely manner to avoid delay in the progress of the Project and the Work of the Contractor.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

If, through no fault of the Engineer, Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably unless otherwise provided in this Agreement.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Section 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 45 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

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D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is (i) directly attributable to deficiencies in Owner-furnished information and (ii) Engineer did not know about, and could not have reasonably discovered, the deficiencies in the Owner-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable and timely objections by Owner. Objections are timely if they are made within fourteen days of Engineer's notice to Owner that Engineer will retain a specific Subcontractor or Subconsultant.

D. Reliance on Others: Subject to the standard of care set forth in Section 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. This section does not apply to design elements and information furnished by Engineer's Subcontractors, Subconsultants, or any specialty contractors, manufacturers, suppliers, or publishers of technical standards specified by the Engineer.

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E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner makes available to Engineer, subject to the standard of care set forth in Section 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations,

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures that Engineer did not have access to before the Effective Date, and

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be based on the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, as modified by the Owner and Contractor, unless expressly indicated otherwise.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents, except to the extent Engineer's failure to comply with the requirements of this Agreement cause Constructor's failure to finish and perform the Work.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the

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Construction Contract Documents, except to the extent such decision is made by, or based upon information and input provided by, Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Submission or distribution of Documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Engineer.

2. Engineer grants Owner a royalty-free, irrevocable, and nonexclusive license to reproduce, publish, or to otherwise use (including producing public copies and publicly displaying) the Engineer's Documents and other data produced under this Agreement for purposes of constructing, using, maintaining, altering, and adding to the Project. For Documents and other data required under this Agreement, but that the Engineer does not first produce in the performance of this Agreement, the Engineer will grant a license of the same scope to the Owner. The Engineer shall obtain similar royalty-free, irrevocable, and nonexclusive licenses from the Engineer's Subcontractors and Subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor and any of its Subcontractors and material or equipment Suppliers, as well as the Owner's Constructors, to reproduce applicable portions of the Documents for use in performing services or construction for the Project.

a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

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b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants; and

c. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.

B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

C. Notwithstanding any other provision of Section 6.02, Documents may be continuously used for construction of the Project during the pendency of any dispute between the Owner and the Engineer, including without limitation any dispute for payment. If and upon the date the Engineer is in default of this Agreement, the foregoing license shall be supplemented by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Documents solely for purposes of completing, using, and maintaining the Project.

D. Except as otherwise stated in this Section 6.02, provisions of this Section 6.02 will survive the termination of this Agreement.

6.03 Electronic Transmittals

A. [Deleted]

B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

6.04 Insurance. The Engineer, at its sole cost, shall procure and maintain at all times while performing services under this Agreement the following insurance issued by responsible carriers rated A VII or better by A.M. Best's rating service (unless otherwise approved by the Owner), and in a form and substance reasonably satisfactory to the Owner, that affords at least the minimum coverage limits listed in this Section 6.04.

A. Commercial General Liability with policy limits of not less than $2,000,000 for each occurrence, $2,000,000 in the aggregate for bodily injury and property damage, $1,000,000 in the aggregate for products completed operations, $1,000,000 for personal and advertising injury, $500,000 for fire damage from any one fire, and $5,000 in medical expenses per any one person. The commercial general liability insurance shall be issued on an occurrence basis, written on ISO form CG 00 01 (or an equivalent form approved in advance by Owner). The CGL coverage shall include all major coverage categories, including without limitation

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bodily injury, property damage, premises/operations, products and completed operations, independent contractors, blanket broad form contractual liability, and X, C, U hazards.

B. Automobile Liability issued on an occurrence basis, and covering owned, hired, and non-owned vehicles used by the Engineer with a comprehensive single limit of not less than $1,000,000 per claim for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

C. The Engineer may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 6.04.A and 6.04.B, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. Commercial umbrella/excess liability coverage must include: (1) "Pay on behalf of" wording; (2) concurrency of effective dates with primary coverage; (3) punitive damages coverage (if not prohibited by law); (4) application of aggregate (when applicable) in primary coverage; and (5) drop-down feature. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

D. Workers' compensation at statutory limits.

E. Employers' Liability with policy limits not less than $ 1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit.

F. Professional Liability covering negligent acts, errors and omissions in the performance of professional services by the Engineer or its employees, agents, representatives or consultants, with policy limits of not less than $5,000,000 per claim and $5,000,000 in the aggregate.

G. To the fullest extent permitted by law, the Engineer shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner and its officers, directors, employees, agents, volunteers, representatives, consultants, councilors, and officials as an additional insured for claims caused in whole or in part by the Engineer's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The additional insured endorsement for the Commercial General Liability must be written on ISO Form CG 2010 (11/85), a CG 2037 (07/04) together with CG 2033 (07/04), or the equivalent; but shall not use the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). .

H. The Engineer shall file with the Owner certificates of insurance in forms acceptable to or provided by the Owner before it commences its services under this Agreement and annually thereafter. Each certificate of insurance must (a) demonstrate the coverage dates, amount, and type of insurance required by this Section 6.04 or by law, (b) provide all endorsements and declarations applicable to the coverage, and (c) identify the insurer(s) providing each set of coverage.

   1. The Engineer must notify the Owner in writing at least thirty (30) days before cancellation, lapse, or expiration of any insurance required by this Section 6.04.

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2. Consistent with Section 6.04.I, all insurance policies, certificates, and binders of insurance for Commercial General Liability and Automobile Liability shall show the Owner and its officers, directors, employees, agents, as additional insureds.

3. Upon the Owner's request, the Engineer will deliver to the Owner copies of any policy (together with all endorsements, schedules, and other attachments), or a certified abstract of the policy, for any coverage provided under this Agreement.

4. The Owner has the right, but not the obligation, to prohibit the Engineer from entering the Project Site until the required certificates, in complete compliance with this Section 6.04, are received and approved by the Owner.

I. The Engineer shall be responsible to the Owner for acts and omissions of (1) the Engineer's principals and employees, (2) the Engineer's Subcontractors and Subconsultants, (3) the respective principals, agents, and employees of the Engineer's Subcontractors and Subconsultants, and (4) other persons or entities for whom the Engineer is responsible, for their respective performance of the Engineer's services. The Engineer shall cause all its consultants to carry and maintain workers' compensation coverage required by law and general and professional liability insurance coverage with limits mutually agreed upon by the Owner and the Engineer. In the absence of any such agreement, the limits shall be the same as those required of the Engineer.

J. The Engineer must maintain the same or better insurance coverage throughout the Project and the applicable tail-out period. The tail-out period for Engineer's professional liability coverage described in Section 6.04.F may not be less than four years from the date of Substantial Completion of the Project. The tail-out period for all other insurance coverage may not be less than two years from the date of Substantial Completion of the Project.

K. The Engineer's maintenance of its and its Subcontractors' and Subconsultants' insurance coverage in full force and effect for the Project is a condition precedent to the Engineer's right to exercise or enforce any right or remedy for money damages against the Owner. Failure by the Engineer to procure and maintain the insurance policies required above in full force and effect during the performance of services under this Agreement, and during any extensions or additional services hereunder, shall constitute a breach of this Agreement, in which case the Owner shall have the right, in addition to and without prejudice to any other rights, to purchase such insurance on behalf of the Engineer, and the Engineer shall reimburse the Owner upon demand and shall furnish such information needed by the Owner to obtain such insurance or, alternatively, the Owner may immediately terminate this Agreement for cause pursuant to Section 6.05 of this Agreement.

L. No insurance provided by the Engineer under this Section 6.04 shall be required to indemnify the Owner, the Contractor, or their agents, representatives, or employees to the extent of liability for death or bodily injury to persons or damage to property caused in whole or part by their negligence, but will require indemnity to the extent of the negligence of the Engineer or its agents, representatives, or employees. By requiring insurance, the Owner does not represent that coverage and limits will necessarily be adequate to protect the Engineer. Insurance in effect or procured by the Engineer will not reduce or limit the Engineer's contractual obligations to indemnify the Owner for claims or suits that result from or are connected with the services provided under this Agreement.

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M. The Engineer's insurance shall apply separately to each insured against whom a claim is made or suit is brought. The Engineer's insurance shall not include any cross-suit exclusion or preclude the Owner from asserting a claim. The Engineer waives all rights of subrogation against the Owner and coverage that the Owner maintains.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:

a. If the Owner fails to make payments to the Engineer when due in accordance with this Agreement for more than 45 calendar days;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Section 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement for more than 30 days.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 7 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Section 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its rights to terminate for cause in Section 6.05.B.1, Engineer may terminate this Agreement upon 7 days' written notice:

a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Section 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

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C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner. In the event that Owner's termination under Section 6.05.B.1 is deemed later to have been wrongful or without justification, then the termination will be considered to have been termination for convenience.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. If the Owner terminates this Agreement for its convenience pursuant to Section 6.05.C, or the Engineer terminates this Agreement pursuant to Section 6.05.B, the Owner shall compensate the Engineer for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Engineer's termination of Engineer's Subcontractor and Subconsultant agreements.

F. The Owner's rights to use the Documents in the event of a termination of this Agreement are set forth in Section 6.02.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Section 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Section 6.06.C will appear in the Construction Contract Documents.

6.07 Claims and Disputes

A. A claim by either the Owner or the Engineer must be made by written notice to the other party. Claims by either party must be initiated within twenty-one (21) working days after

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occurrence of the event giving rise to such claim or within twenty-one (21) working days after the claimant first recognizes the condition giving rise to the claim, whichever is later. The Owner or the Engineer must identify known bases for each claim and the nature and amount of relief sought.

B. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 6.05, the Engineer shall proceed diligently with performance of its services under this Agreement and the Owner shall continue to make payments in accordance with the Contract Documents.

C. To facilitate the resolution of claims between the Engineer and the Owner, the parties shall attempt in good faith first to resolve claims that are made before final payment by the following dispute-resolution process. The parties agree not to proceed to litigation until the following process has been attempted. Neither party's rights, defenses, claims, or remedies shall be considered waived, released, or adversely affected by its participation in this process, but this process shall not toll any applicable statutory periods of limitation, duration, or ultimate repose except to the extent that the parties separately agree in writing to toll those periods.

1. All reasonable efforts will be made by the Owner's Designated Representatives and the Engineer's Designated Representative to resolve any Claims that arise during the Work in a prompt and equitable manner. If they fail to reach an equitable agreement to resolve a Claim, either party may notify the other party in writing to identify the claim with known specificity and request a meeting between the Owner's senior executive responsible for the Project and the Engineer's senior executive responsible for the Project.

2. The parties' senior executives shall meet at a mutually agreed time and place within ten (10) days of receipt of the written notice and attempt in good faith to negotiate a resolution of the claim. If within ten (10) days after the meeting the parties have not succeeded in negotiating an agreed-upon resolution of the claim, then either party may pursue any and all rights and remedies available to it in this Agreement.

3. The parties may at any time mutually agree to submit any dispute between them to voluntary mediation under Section 6.07.D.

D. The parties may endeavor to resolve disputes by mediation at any time and as they may agree.

6.08 Controlling Law; Venue

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

B. Venue for any exercise of rights at law will be Yamhill County Circuit Court. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the State of Oregon.

6.09 Environmental Condition of Site

A. Unless otherwise required in this Agreement, the Engineer shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, Constituents of Concern in any form at the Site. Notwithstanding the foregoing sentence:

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1. To the extent that the Engineer's duties include examination of existing conditions at the Site where Constituents of Concern are used or are present, the Engineer is responsible, with respect to its or its Subconsultants' or Subcontractors' actions, to use proper precautions to avoid dissemination of Constituents of Concern and maintain a safe working environment; and

2. To the extent that the Engineer's duties include (a) specification of the use of Constituents of Concern in construction work or (b) the design of systems to carry Constituents of Concerns for use in the Owner's operations, the Engineer is responsible to incorporate into its services proper precautions and design elements to contain or abate (as appropriate) Constituents of Concern and to maximize the safe use and transmission of Constituents of Concern as part of the continuation or planned use of the Owner's operations.

B. Undisclosed Constituents of Concern: For purposes of this Section 6.09, the presence at or adjacent to the Site of Constituents of Concern for which Engineer is not responsible under Section 6.09 and that were not disclosed to Engineer by Owner, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than

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disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification

A. Indemnification – Claims other than Professional Liability: To the fullest extent permitted by law, the Engineer shall defend, indemnify and hold harmless the Owner, Owner's consultants, agents, councilors, volunteers, representatives, and employees of any (the "Indemnitees") of them for, from, and against claims, damages, losses, and expenses, including but not limited to reasonable attorney fees and expert fees, resulting from or arising out of the activities of the Engineer or its Subconsultants, Engineer's Subcontractors, agents, or employees under this Agreement, including without limitation (a) the Engineer's breach of this Agreement; (b) death, personal injury (including bodily injury), property damage, or violation of law, regulation, or orders caused in whole or in part by the Engineer's performance under this Agreement; (c) any alleged violation or infringement of third-party trade rights arising out of services provided by the Engineer; (d) any negligent or willful acts or omissions by the Engineer or persons for whom the Engineer is responsible; and (e) claims asserted by employees of the Engineer or of any entity for whom the Engineer is responsible (including wage or benefit claims) or for any violation of federal, state, or local wage and labor laws and regulations thereunder by the Engineer or other persons acting on behalf of the Engineer. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 6.10.

Indemnification – Claims for Professional Liability: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless the Indemnitees for, from, and against claims, damages, losses, and expenses, including but not limited to reasonable attorney fees and expert fees, resulting from or arising out of the professionally negligent acts, errors, or omissions, whether alleged or actual, of the Engineer or its Subconsultants, Engineer's Subcontractors, agents, employees in the performance of professional services under this Agreement. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 6.10.

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B. No indemnification or insurance provided by the Engineer under this Section 6.10 will be required to indemnify the Indemnitees to the extent of liability for injury or damages described in Subsections A and B above caused in whole or in part by their own negligence, but will require indemnity to the extent of the fault of the Engineer or those entities or persons for whom the Engineer is responsible.

C. In claims against any person or entity indemnified under this Section 6.10 by an employee of the Engineer or of any entity for whom the Engineer is responsible, the indemnification obligation under Section 6.10 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

D. Notwithstanding anything to the contrary in this Section 6.10, Engineer will not have a duty to defend the Indemnitees from, for, or against a claim for professional negligence relating to the professional services provided under this Agreement, except to the extent that Consultant's liability or fault is determined by adjudication or alternative dispute resolution or otherwise resolved by settlement agreement, and not to exceed the proportionate fault of Consultant.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of ten years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt. Notices must be addressed to:

If to Owner:

Will Worthey, City Manager
414 E. 1st St.
Newberg, OR 97121
Will.Worthey@newbergoregon.gov

If to Consultant:

Larry Rupp, President
100 East Bower St., Suite 110
Meridian, ID 83642
lrupp@kellerassociates.com

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and other provisions that are expressly required to survive termination, included in this Agreement will survive its completion or termination for any reason.

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C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Section 8.01 and any duly executed amendments.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

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9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

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20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

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30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.

31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.

36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended, and the Owner has accepted the Work (or specified part thereof) in writing as being substantially complete. The terms "substantially

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complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

A. Exhibit A, Engineer's Services.

B. Exhibit B, Deliverables Schedule.

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C. Exhibit C, Amendment to Owner-Engineer Agreement (form).

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).

F. Exhibit F, Electronic Documents Protocol (EDP). ***– Not Used***

G. Exhibit G, Insurance. ***– Not Used***

H. Exhibit H, Dispute Resolution. ***– Not Used***

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

K. Exhibit K, Engineer's Scope of Work

L. Exhibit L, Owner's Request for Proposals

8.02 Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

A. The Engineer shall identify a representative authorized to act on behalf of the Engineer with respect to the Project (the "Engineer's Designated Representative"). The Engineer's Designated Representative and its principal engineers (collectively, "Supervisory Personnel"), and any persons nominated to replace them, must be reasonably satisfactory to the Owner and the Owner may require the removal and replacement of any or all of them upon ten (10) days' notice to the Engineer. So long as the Supervisory Personnel remain employed by the Engineer, the Engineer may not remove or replace its Supervisory Personnel from any Project without 45 calendar days' advance written notice to the Owner. Except for emergencies, the Engineer will consult with the Owner and obtain the Owner's approval of any new or replacement Supervisory Personnel for the Project. New or replacement Supervisory Personnel must be qualified and must have adequate experience with similar projects, and the Engineer shall deliver to the Owner résumés of proposed new or replacement Supervisory Personnel.

B. The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project (the "Owner's Designated Representative").

8.04 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Section 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

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2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Section 2.04 of this Agreement.

8.06 Compliance with the Public Contracting Code. Engineer will comply with all Laws and Regulations applicable to its services under this Agreement, including without limitation the following requirements of the Oregon Public Contracting Code set forth below:

A. Payment of Laborers (ORS and 279C.505): The Engineer shall:

1. Make payment promptly, as due, to all persons supplying to such Engineer labor or material for the prosecution of the work provided for in this Agreement.

2. Pay all contributions or amounts due the Industrial Accident Fund by the Engineer or subcontractors, if permitted, incurred in the performance of this Agreement.

3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished by Engineer.

4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

5. If Engineer neglects or refuses to make prompt payment of any claim for labor or services furnished to it by any party in connection with this Agreement as such claim becomes due, Owner may pay such claim to the party furnishing the goods or services and subtract the payment amount from funds due or to become due the Engineer. Owner's payment of such a claim shall not relieve Engineer or Engineer's surety, if any, from its obligation to any unpaid claims.

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B. Payment for Medical Care and Workers' Compensation (ORS and 279C.530):

1. Engineer shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of Engineer, of all sums that Engineer agrees to pay for such services and all moneys and sums that Engineer collected or deducted from the wages of employees under any law, contract, or agreement for the purpose of providing or paying for such service.

2. All subject employers working under the Agreement are either employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126

C. Hours of Labor (ORS, 279C.520(3), and 279C.540(6)):

1. Maximum Hours: Engineer shall pay its employees at least time and a half for all overtime worked in excess of 40 hours in any one week and for work performed on Saturdays, Sundays, New Year's Day (Jan. 1), Memorial Day (last Monday in May), Independence Day (July 4), Thanksgiving Day (fourth Thursday in November), and Christmas Day (December 25).

2. Exemption: The requirements of 1.4.2.4.3.1 do not apply to individuals who are excluded under ORS 653.010 to 653.261 or under 29 USC. 201 to 209 from receiving overtime.

3. Discrimination Prohibition. The Engineer shall comply with the prohibition on discriminatory wage rates based on sex, which is set forth in ORS 652.220. Compliance with ORS 652.220 is a material element of the Contract and failure to comply is a breach that entitles the Owner to terminate the Agreement for cause.

4. Salary Discussion. The Engineer may not prohibit any of the Engineer's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.

5. Notice to Employees: Engineer must give notice in writing to its employees who perform work on this Agreement, either at the time of hire or before commencement of work on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

D. Time Limitation on Claim for Overtime (ORS 279C.545): Any worker employed by Engineer shall be foreclosed from the right to collect for any overtime provided in ORS 279C.540 unless a claim for payment is filed with Engineer within 90 days from the completion of this Agreement, provided Engineer has:

1. Posted circular: Caused a circular clearly printed in boldfaced 12-point type and containing a copy of this section to be posted in a prominent place alongside the door of the timekeeper's office or in a similar place that is readily available and freely visible to workers employed on the work, and

2. Maintaining posted circular: Maintained such circular continuously posted from the inception to the completion of this Agreement on which workers are or have been employed.

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

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

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This Agreement's Effective Date is _____

Owner:	Engineer:
_____ (name of organization)	_____ (name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest: _____ (individual's signature)	Attest: _____ (individual's signature)
Title: _____ (typed or printed)	Title: _____ (typed or printed)
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
Designated Representative:	Designated Representative:
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____

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CLARIFYING NOTE - THESE EXHIBITS HAVE BEEN GATHERED INTO RESOLUTION 2026-4054 AND COLLECTIVELY LABELED AS - EXHIBIT C WITHIN THE RESOLUTION.

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

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2.02 Additional Services Requiring Owner's Written Authorization 10

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Engineer shall provide Basic and Additional Services as set forth below. Engineer's Scope of Work, Exhibit K, is referenced and incorporated into this Exhibit. Articles 1 and 2 provide additional details and descriptions that are not covered by Exhibit K.

ARTICLE 1—BASIC SERVICES – ALSO SEE EXHIBIT K – CITY OF NEWBERG WASTEWATER TREATMENT PLANT UPGRADE SCOPE OF WORK

A. Monitor the Total Project Costs during all phases of the Project and notify the Owner of material changes to the budget for Total Project Costs that occur during the course of the Project.

1.02 Preliminary Design Phase – See Exhibit K

1.03 Final Design Phase – See Exhibit K

1.04 Bidding/Proposal Phase – See Exhibit K

1.05 Construction Phase – See also, Exhibit K

A. After completion of the Final Design Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.

1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06 and the scope of work in Exhibit K, as duly modified. With the exception of such expressly required services, Engineer shall

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have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.

B. Upon written authorization from Owner, Engineer shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) as modified by the Owner and Contractor or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

    a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.

    b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services (provided Engineer notifies Owner of any such related increases in the cost within seven days or receiving such modifications for review).

    c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. [Deleted].

3. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibits D and K.

4. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.

5. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by

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Owner. Provide to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.

6. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress.

    a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to becoming generally familiar with the progress and quality of the Work to be completed, to guard the Owner against defects and deficiencies in the Work, spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from and substitutions to the Construction Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to

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furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

7. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (in consultation with Owner and with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

    a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.

    b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.

8. Compatibility with Design Concept: If Engineer has knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

9. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness to not cause a delay in the Work, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

10. Non-reviewable Matters: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

11. Field Orders: Subject to any limitations in the Construction Contract Documents, Engineer may, with approval by the Owner, prepare and issue Field Orders requiring minor changes in the Work.

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12. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required and directed by Owner.

13. Change Proposals and Claims

    a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, make a recommendation to Owner about whether to either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such recommendations must be in writing, with a copy provided to Owner. Owner may authorize Engineer to deny, approve, or deny and approve in part, the Change Proposal. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.

    b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

14. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

15. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted and otherwise with reasonable promptness to not cause a delay in the work.

16. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

17. Inspections and Tests

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such

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inspections and tests unless Engineer knows, or reasonably should have known, of any errors or deficiencies in the inspections and tests or corresponding results.

b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.

c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

18. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

a. Engineer's review of Contractor's Applications for Payment will include review of all accompanying supporting accompanying documentation submitted with the Application for payment to substantiate amounts due to the Contractor under the Construction Document.

b. Engineer shall determine and recommend to Owner the amounts that Contractor be paid. Recommend to Owner reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment (including but not limited to submitting all supporting documentation as required under the Construction Contract) appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work or otherwise review the Contractor's Application for Payment to include all required supporting documentation under the Construction Contract Documents. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

c. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the

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purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner or to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances.

d. Engineer shall maintain a record of Contractors' Applications for Payment and Engineer's recommendations to Owner regarding payment of Contractor's Applications for Payment.

e. The Engineer must complete its review of each Application for Payment and deliver its recommendations to Owner within 10 days from the date of Engineer's receipt of the Application for Payment. Engineer will be liable to Owner for all damages incurred as a result of Engineer's untimely review of the Application for Payment, including without limitation damages owed to the Contractor, interest charges, attorney fees, indemnification expenses, construction lien costs or losses, suspension of work, and other damages.

19. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.

20. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

21. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:

    a. **Develop Record Drawings in electronic format based on field changes documented over the course of construction. Additionally, the Engineer shall**

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supplement project O&M Manuals in electronic format based on Contractor-provided O&M manuals.

b. Supplement Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

22. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:

    a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

    b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;

    c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and

    d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

23. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required more than 90 days after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract, and then only to the extent that any delay is not the fault of the Engineer.

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ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Requiring Owner's Written Authorization

A. Upon recognizing the need to perform the following Additional Services, Engineer shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. Engineer shall not proceed to provide the following Additional Services until the Engineer receives the Owner's prior written authorization. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

1. Except as otherwise provided in Article 1, substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.

2. Services essential to the orderly progress of the Contractor's Subcontractor bidding phase and Construction Phase and not wholly quantifiable prior to that Phases or otherwise dependent on the actions of the Contractor and bidding Subcontractors and including:

    a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; and

    b. evaluation and determination of an excessive number of proposed "or equals" or substitutions, proposed the execution of the Guaranteed Maximum Price Amendment; and

3. Services resulting from significant and unforeseeable: delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages that are outside of the control of the Engineer.

4. Additional or extended services arising from the following to the extent such events are not due to the fault of the Engineer (a) the presence at the Site of any undisclosed Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.

6. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

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7. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive and abnormal number of RFIs, Change Proposals, or demands.

8. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

10. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.

2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.

3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

4. Services to make measured drawings of existing conditions or facilities or to conduct tests or investigations of existing conditions or facilities.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.

7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer that Engineer did not discover or should not have reasonably discovered.

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8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.

9. Undertaking investigations and studies including, but not limited to:

    a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;

    b. detailed consideration of operations, maintenance, and overhead expenses;

    c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

    d. preparation of appraisals;

    e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.

    f. detailed quantity surveys of materials, equipment, and labor; and

    g. audits or inventories required in connection with construction performed or furnished by Owner.

10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.

11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

12. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).

14. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.

15. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

16. Providing Construction Phase services beyond 90 days after the original date for completion and readiness for final payment of Contractor, but only if such services

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increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
18. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
19. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
22. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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EXHIBIT B—DELIVERABLES SCHEDULE

See Schedule in Exhibit K for the Scope of Work.

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AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**
Engineer: **[Name of Engineer]**
Project: **[Name of Project]**
Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**
Nature of Amendment: (Check those that apply)

☐ Additional Services to be performed by Engineer
☐ Modifications to services of Engineer
☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to time(s) for rendering services
☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:
Original agreement amount: $
Net change for prior amendments: $
This amendment amount: $
Adjusted Agreement amount: $
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
_____ (typed or printed name of organization)	_____ (typed or printed name of organization)
By: _____ (individual's signature)	By: _____ (individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____ (date signed)	Date: _____ (date signed)
Name: _____ (typed or printed)	Name: _____ (typed or printed)
Title: _____ (typed or printed)	Title: _____ (typed or printed)

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EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. The RPR will provide part-time representation.

C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

A. The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. Liaison

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Shop Drawings, Samples, and other Submittals

    a. Receive Samples that are furnished at the Site by Contractor.

    b. Receive Contractor-approved Shop Drawings.

    c. Receive other Submittals from Contractor.

    d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.

    e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.

    f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. Review of Work; Defective Work

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

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removed and replaced, or accepted as provided in the Construction Contract Documents.

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

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d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.

12. Reports

a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. Completion

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

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1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner:	Owner's Project No.:
Engineer:	Engineer's Project No.:
Contractor:	Contractor's Project No.:
Project:	
Contract Name:	
Notice Date:	Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____

Name (printed): _____

Title: _____

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP) – NOT USED

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EXHIBIT G—INSURANCE - NOT USED

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EXHIBIT H—DISPUTE RESOLUTION - NOT USED

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) **[1.02, Limitation of Engineer's Liability]**

A. Limitation of Engineer's Liability

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer to Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to Engineer's services under this Agreement, from any cause other than gross negligence or willful misconduct, will not exceed an amount equal to (i) the total compensation received by Engineer under this Agreement or (ii) the limits of any applicable insurance, whichever is greater.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (as set forth in Exhibit K).

1. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered if approved in advance by Owner, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.

2. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None; the Lump Sum is inclusive of Reimbursable Expenses**.

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **42** months (18 months for design and 24 months for construction). If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

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ARTICLE 2—COMPENSATION PACKET RPR-1: RESIDENT PROJECT REPRESENTATIVE—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Lump Sum Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Services as follows and as reflected in Exhibit K:

1. Resident Project Representative Services: For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, the Lump Sum amount of 357,100. The Lump Sum includes compensation for Resident Project Representative services, including any RPR-related services performed by Engineer's Subcontractors and Subconsultants. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses, as set forth immediately below) related to the Resident Project Representative services.

2. Reimbursable Expenses: In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR-related Reimbursable Expenses (see Appendix 1 for rates or charges); all other expenses are accounted for in the Lump Sum: **None; the Lump Sum is inclusive of Reimbursable Expenses**

3. Resident Project Representative Schedule: The Lump Sum amount set forth in Exhibit J Paragraph 2.01.A.1 above is based on part-time RPR services on an eight-hour workday, 3 site visits per week including travel to and from the site over a 24 month construction schedule. Modifications to the construction schedule will entitle Engineer to an equitable adjustment of compensation for RPR services.

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ARTICLE 3—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

3.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses if approved in advance by Owner and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable, provided Owner approves the Reimbursable expenses in advance.

2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage not to exceed the Internal Revenue Service’s rate per mile for reimbursement of business transportation in effect at the time of travel), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; extraordinary postage, handling, and delivery services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services. Owner and Engineer will mutually agree upon a mark-up applicable to Reimbursable Expenses on a case-by-case basis.

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer. Owner and Engineer will mutually agree upon a mark-up applicable to changes of Engineer’s Subcontractors and Subconsultants.

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2. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **January 1, 2027**) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	at cost plus markup
Copies of Drawings	at cost plus markup
Mileage (auto)	Billed at Federal Rate
Air Transportation	at cost plus markup
Laboratory Testing	at cost plus markup
Meals and Lodging	at cost plus markup

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APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

KELLER ASSOCIATES, Inc.
2026 TITLE CODE BILLING RATES
January 1, 2026

Project Engineer - I	$115	-	$140
Project Engineer - II	$140	-	$190
Project Engineer - III	$195	-	$280
Project Manager - I / II	$140	-	$190
Project Manager - III	$195	-	$280
Structural - I	$115	-	$140
Structural - II	$140	-	$190
Structural - III	$195	-	$280
Chief Engineer	$265	-	$335
CAD - I	$85	-	$120
CAD - II	$120	-	$135
CAD - III	$140	-	$190
CAD Manager	$210		
Electrical/Controls - I	$115	-	$140
Electrical/Controls - II	$140	-	$190
Electrical/Controls - III	$195	-	$280
Principal	$230	-	$345
Survey - I	$90	-	$130
Survey - II	$135	-	$160
Survey - III	$165	-	$200
Field Representative	$120	-	$210
Engineering Student	$80	-	$90
Administration - I	$85	-	$95
Administration - II	$95	-	$135

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EXHIBIT K

CITY OF NEWBERG
WASTEWATER TREATMENT PLANT UPGRADE
SCOPE OF WORK

PROJECT DESCRIPTION

The **City of Newberg** ("Owner") has contracted with **Keller Associates, Inc.** ("Consultant") to provide wastewater treatment plant (WWTP) upgrade engineering services. It is noted that the City completed a 2018 Wastewater Master Plan, WWTP Capacity Study, Clarifier Stress Test, and Solids Handling Alternatives Evaluation. The Consultant's scope of work has been developed based on the following project description. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

The Newberg WWTP consists of raw influent pumping; Headworks facility with influent flow measurement, screening, and grit removal; activated sludge oxidation ditches; equalization basin; secondary clarifiers; hypochlorite disinfection; dechlorination, membrane reuse; effluent outfall to the Willamette River; sludge storage; solids dewatering; and Class A biosolids composting. There is also a septage receiving station that accepts various loads from septage trucks as well as residential RV owners.

Due to growth in the City, improvements are needed at the WWTP. Specifically, the following are the three major components of the current WWTP that will be constructed, upgraded, or replaced with this project: Oxidation Ditch No. 3, Secondary Clarifier Enhancement, and the Chlorine Contact Basins. The design plans, specifications, and bidding documents will be prepared for a single bidding package through the CM/GC delivery process. Several of the existing Return Activated Sludge (RAS) pumps also need to be replaced, and it is assumed that the City will purchase these (following Consultant engineering evaluation) separate from this project.

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

PROJECT BACKGROUND AND DEVELOPMENT OF SCOPE

Consultant represents that in order to perform the Basic Services described in Task 1 through 8, Consultant performed a collection of due diligence services that included:

1. Consulting with City to define and clarify City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and budgetary limitations;

2. Reviewing available data, information, reports, facilities plans, and site evaluations was accounted for in the previously completed planning studies, an additional Request For Information (RFI) will be issued at project kickoff to confirm WWTP related documents are being considered for this project;

3. Visiting the Site to review existing conditions and facilities related to the specific planning studies completed prior to this project**;**

4. Analyzing requirements of authorities having jurisdiction for permitting or approval of construction or operation of the portions of the Project to be designed or specified by Consultant;

5. Identify any known surveys; tests; inspections; geotechnical or hydrological services; air, water, and soil pollution testing; ground corrosion tests; resistivity tests; test borings or pits; percolation tests; or other tests or reports reasonably anticipated to be necessary for the Consultant's services, based on information available at the time;

6. Consider known applicable design criteria and performance thresholds relevant to development of the Consultant's scope of services, based on information available at the time**; and** preparing and

submitting a proposal to the City containing schematic layouts, sketches, and conceptual design criteria for the improvements described above in the Project Description.

SCOPE OF WORK

TASK 1: COORDINATION WITH CITY / PROJECT MANAGEMENT

Consultant Responsibilities: The Consultant will:

1. Project Management. Provide general project administration services, including contract administration, project accounting, scheduling, and internal project administration.
2. Kickoff Meeting. Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to establish communication channels, review the overall project schedule, including major milestones and meetings, review the objectives of the design, and review the process for deliverables, including the process for Owner review and approval.
3. Public Meetings. Prepare summary materials and present them in six (6) public meetings. These public meetings are assumed to include Council Meetings, Ad Hoc Citizen Advisory Committee meetings, or general public open houses.
4. Budget Monitoring. Monitor the Total Project Costs during all phases of the Project and notify the Owner of material changes to the budget for Total Project Costs that occur during the course of the Project.
5. Coordination of Design. Coordinate the designs and other services within Consultant's internal team, and with Subconsultants and Consultant's Subcontractors. Consultant will correlate the Documents to be consistent with each other. The Consultant will coordinate with its Subconsultants and Consultant's Subcontractors on specific tasks, scope, and budget and conduct progress meetings as applicable.
6. Coordination of Services. Coordinate Consultant's services and the services of its Subconsultants and Consultant's Subcontractors with those services provided by the City, the Contractor, and the Owner's Constructors.
7. Site Visits. Visits to the Project Site as part of the kickoff meeting and throughout the design process to confirm overall facility understanding.
8. Tests, Surveys, and other Services. Advise the City about any surveys; tests; inspections; geotechnical or hydrological services; air, water, and soil pollution testing; ground corrosion tests; resistivity tests; test borings or pits; percolation tests; or other tests or reports required for the Consultant's services, by law, or by the Construction Contract Documents.

Owner Responsibilities

- Provide meeting space for project and public meetings. Provide advertising where required.

Assumptions

- It is anticipated that the project will be funded through City funds.
- Project management budget assumes an active schedule of up to 42 months (18 months for design and 24 months for construction). The two-year warranty period is included in this scope of work, but is not considered active project management.
- Should the Owner request additional meetings or require an extended schedule, the project management budget will be increased accordingly.
- Unless otherwise noted, meetings/workshops may be held in person or via on-line meeting tools. This assumption applies to this task as well as subsequent tasks.
- Public meetings are assumed to be no longer than 1.5 hours long.

Deliverables

- Project meeting agendas and minutes.

- Public meeting presentation materials.

TASK 2: SCHEMATIC DESIGN / BASIS OF DESIGN REPORT

Consultant Responsibilities

1. Geotechnical Review. Consultant will review the available existing geotechnical report information from City. Consultant will conduct a geotechnical investigation of the structure locations determined from the BODR. Geotechnical SOW includes up to four drilled borings across the site; three up to 40 feet below ground surface (bgs), and one up to 80-ft bgs, or practical refusal. Additionally, advance two Cone Penetrometer Tests (CPT) to depths of up to 100 feet bgs, or to practical refusal and perform shear wave velocity testing in one of the CPTs, and pore water pressure dissipation in the CPTs. The intent is to generally characterize subsurface conditions across the site to those depths to develop geotechnical recommendations.
2. Topographic Survey. Provide topographic surveying for the area surrounding the proposed improvements. It is anticipated that the scope of this survey will be approximately 20 acres and this cost can be reduced if the City has a detailed topographic survey that can be utilized. The topographic survey will include existing visible structures, marked utilities, and observed features, such as existing pavement, landscaping, buildings, concrete structures, and sidewalks. Consultant will use survey information to prepare a base map for the site. Survey will be adjusted to the NAVD88 vertical datum and the Oregon Coordinate Reference System "Portland" zone, NAD83(2011), epoch 2010.00 horizontal datum. Survey will be tied into work previously completed to the east of the WWTP.
3. Site Civil Design Considerations. Consultant will document major site civil design considerations in a technical memorandum. It is anticipated that this will include shoring considerations for excavations, high groundwater levels, and utility corridors.
4. Basis of Design Report. This report will set the stage for the more detailed design.
    a. Design Criteria. Consultant will establish the design criteria for increasing the capacity of the oxidation ditch, secondary clarifier, and chlorine contact processes.
    b. Improvement Alternatives. Where improvements are not relatively straightforward, the Consultant will evaluate alternatives. This report will utilize the following steps to evaluate alternatives:
        1) Develop a list of alternatives to discuss with City. Working with the City, complete a comparison of alternatives and select up to three alternatives to complete further evaluations. It is anticipated that alternatives screening will be completed for the following items:
            - Oxidation ditch locations
            - Secondary clarifier locations
            - Splitter box locations
        2) Refine ranking criteria used in previous evaluations to be used for the City review and comment. It is anticipated that decision criteria will be presented to the City in a Workshop Meeting for review and weighting input.
        3) Preliminary Evaluations. For each of these alternatives, identify concept phase sizing and general footprint. The alternatives will then be evaluated per the ranking criteria established, including performing life-cycle cost evaluations to support the project. Life-cycle cost evaluations are anticipated to include capital, operation and maintenance, repair and replacement, and risk costs.
    c. Configuration and Layout. Develop design configuration and layout drawings to accommodate the alternatives selected above. These layouts will utilize the existing as builts and consider the operation

and maintenance and equipment access and removal. A discussion of these considerations will be included in the report. The report will also include recommendations for construction sequencing. The Consultant will provide draft layouts for City review in a Workshop Meeting and will incorporate comments into the drawings included in the report.

d. Hydraulic and Treatment Analysis. Based on the design layout drawings, the hydraulic and treatment process models developed during the capacity study will be updated and mass balance and hydraulic profile sheets will be provided for the report.

e. Ancillary Components. The proposed project improvements also have an impact on other items at the treatment plant. These include electricity requirements, backup power, utility water demand, and SCADA. The report will outline the ancillary improvements needed based on the selected alternatives.

f. Cost Estimate. Provide an opinion of probable cost for the project's preferred alternatives.

g. Report Development. Incorporate decisions from previous tasks into a basis of design report that can be utilized in the final design. Consultant will provide a draft basis of design report for City review and will incorporate the City's comments into the final basis of design report.

h. Threshold Review. Review with Owner applicable performance and resilience thresholds expressly established by governing codes, regulatory requirements, and Project-specific design criteria for the facilities designed by Engineer, including applicable criteria associated with specified design events or loading conditions.

5. Workshop Meetings. Consultant will lead workshop meetings with the City. It is anticipated that there will be up to three workshop meetings in this task. It is envisioned that the first workshop will cover the initial alternative selection and ranking criteria, the second workshop will cover the alternative evaluations, and the third workshop will cover the design layouts. Consultant will develop meeting agendas and notes for each workshop meeting.

Owner Responsibilities

- Provide access to the site and meeting space for project meetings.
- Provide input on alternatives, ranking criteria, alternative evaluations, layouts, and ancillary components.
- Review and comment on the draft Basis of Design Report.

Assumptions

- Project schedule assumes that City comments will be summarized and provided to Consultant within two weeks of Workshop Meetings and receiving the draft Basis of Design Report.
- Surveying to be completed within existing City-owned land; no boundary surveying to be completed.
- No title report will be acquired for any potential existing easements. No existing easement mapping. If easement mapping is needed, boundary surveying will be required.
- Land and easement acquisition, negotiations, and legal descriptions are not included.
- Private utility locating services are not included.
- Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of the information provided by City, City's consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards.
- Since the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the Consultant does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the Consultant.

Deliverables

- Workshop meeting agendas and minutes.
- Site Civil Design Considerations Technical Memorandum
- Basis of Design Report

TASK 3: DESIGN DEVELOPMENT

Consultant Responsibilities

1. Initiate Land Use and Permitting Discussions. Consultant will coordinate and have a pre-application meeting with the City's Community Development Department concerning the anticipated facilities and land use. Also, discuss with City the building permit application process and submittals.
2. Preliminary Value Engineering. Participate in a value engineering workshop with the Owner. The purpose of this workshop will be to identify potential cost savings alternatives to the project. Where the Owner elects to include such alternatives, the Consultant will modify the design as appropriate to incorporate these changes.
3. Major Equipment Procurement Specifications. Consultant will produce up to three technical specifications to be included in future design documents as part of this task. The remainder of the specifications will be created during Task 5.
4. Prepare Start-Up and Shutdown Plan. Consultant will draft a preliminary start-up and shutdown plan for City review. Consultant will incorporate the City's comments into the updated draft, which will be further refined during the project.
5. Develop Control Strategy. Incorporate BODR equipment into a draft control strategy specification that can be utilized in the final design. Consultant will provide a draft for City review and will incorporate the City's comments.
6. 30% Design Drawing Development. Build on concepts from BODR to develop 30% design drawings that are anticipated to include site plan, facility plans, process and instrumentation diagrams (PIDs), one-line diagrams, and major construction sequencing plans.
7. 30% Opinion of Probable Construction Cost. Consultant will develop a Class IV opinion of probable construction cost based on the 30% Drawings.
8. 30% Workshop Meeting. Meet with City to review the 30% design drawings and receive City comments.

Owner Responsibilities

- Review and comment on the draft documents.

Assumptions

- Consultant has budgeted four (4) hours for each Value Engineering Workshop and assumed up to six (6) staff members will attend.
- Contract documents for equipment procurement will be provided by the CM/GC.
- Previously four technical specifications were included for this Task. It is assumed that the Owner will purchase replacement RAS pumps, so they are not included for Task 3.3. Consultant will review RAS pump requirements prior to City's purchase.

Deliverables

- Meeting agenda and minutes from Community Development Department pre-application meeting
- Value Engineering Technical Memorandum
- Major Equipment Specifications
- Start-Up and Shutdown Plan
- Control Strategy Specification

- 30% Drawings
- 30% Opinion of Probable Cost
- 30% Workshop agenda and minutes

TASK 4: CONSTRUCTION DOCUMENTS/BIDDING / CM/GC RFP

Consultant Responsibilities

4.1. CM/GC RFP Document Development. Consultant will support Owner's development of CM/GC Request for Proposal Documents.

4.2. CM/GC Selection Support Services. Review CM/GC proposals, attend CM/GC interviews and participate in discussion regarding CM/GC proposals.

4.3. CM/GC Contract Negotiation Services. Coordinate with Owner to help develop CM/GC Contract. Review and provide input on the CM/GC scope of services. The purpose is to have a coordinated level of effort.

Owner Responsibilities:

- Review and provide comments to Consultant regarding CM/GC Request for Proposal Documents.
- Advertise for selection, participate in the process, evaluate proposals, perform legal reviews, and select the CM/GC for the project.

Assumptions:

- CM/GC RFPs will be developed by the City with support from the Consultant.
- Review of proposals is limited to four (4) CM/GC proposals.
- Consultant scope of work includes participation in up to three (3) CM/GC interviews.

Deliverables:

- CM/GC RFP
- CM/GC interview comments

TASK 5: CONTRACT ADMINISTRATION / FINAL DESIGN AND WARRANTY

Consultant Responsibilities

CM/GC Kickoff

1. CM/GC Kickoff Meeting. Participate in a kickoff meeting with the selected CM/GC to review project progress, walk the site, establish lines of communication, review the project schedule, review the project budget, and review the process for CM/GC review of deliverables.

2. CM/GC Coordination. Coordinate with the CM/GC for general project efforts throughout the project duration, including establishing lines of communication.

3. CM/GC Value Engineering Workshops. Participate in two (2) value engineering workshops with the CM/GC and Owner. The purpose of these workshops will be to identify, with the CM/GC, potential cost savings alternatives to the project. Where the Owner elects to include such alternatives, the Consultant will modify the design as appropriate to incorporate these changes.

Final Design

4. 60% Design Plans and Specifications Table of Contents. The Consultant will prepare and submit 60% design documents to the Owner. Design drawings to include general, site civil, general structural and architectural, mechanical, electrical (one-line), and instrumentation and control (P&ID) sheets. Specification Table of Contents will be provided with 60% plans.

5. 60% Design and Review Workshop Meeting. Participate in a 60% design review workshop meeting with the Owner.

6. 90% Design Plans and Specifications. Address 60% design review comments. Advance design to 90% and submit design review drawings and specifications to the Owner. Drawings to include general, survey, site civil, structural, architectural, plumbing, HVAC, mechanical, electrical, and instrumentation and control sheets.

   Instrumentation and control plan sheets will generally include a network layout drawing (if applicable), control panel layout drawings, piping and instrumentation diagrams (P&ID), wiring diagrams, input/output schedule, and the instrumentation schedule.

   Prepare technical specifications. Technical specifications will be prepared to detail the materials, processes, and products that are to be used in the construction.

5.7. 90% Design and Review Workshop Meeting. Submit 90% design review drawings and specifications to the Owner. Participate in a 90% design review workshop meeting with the Owner.

5.8. 100% Design Submittal. Address 90% design review comments. Advance design for submission to DEQ. Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that can be used for bidding.

Final Bid Package

5.9. Contract Documents. Incorporate addenda and prepare construction documents for distribution to Owner and CM/GC.

5.10. Bidding. Attend and conduct a pre-bid meeting with CM/GC, Owner and Contractors interested in the project. The pre-bid will include a meeting and a site tour to provide a forum for answering Contractor questions. Attend the bid opening with the Owner and CM/GC.

Construction

5.11. Pre-Construction Meeting. A pre-construction conference will be chaired and conducted by the CM/GC and attended by the Owner, the Consultant, all major suppliers, and subcontractors. The purpose of this meeting will be to establish lines of communication as well as procedures and timelines for the job. Consultant will review the meeting agenda and minutes to be prepared and distributed to attendees by the CM/GC.

5.12. Construction Meetings. Attend onsite construction progress meetings once per month and a virtual meeting once per month with Owner and CM/GC. Review meeting agenda and subsequent minutes. Meetings to be held during periods of active construction.

5.13. CM/GC Schedule. Review CM/GC's proposed construction time schedule and critical path sequencing.

5.14. Submittals. Review submittals for general conformance to the specified materials and methods noted in the design plans and specifications. Reviews will not specify CM/GC techniques, sequencing, procedures, means or methods of construction, or safety precautions.

5.15. Test Results. Receive and review test results provided by the CM/GC and/or Owner. These test results are anticipated to include: soil, rebar, concrete, and asphalt test reports. These tests will be used to assess if the results conform with the plans and specifications. The review of the test results will not be considered as an independent evaluation of the procedures used during testing.

5.16. RFIs. Respond to requests for information (RFIs) from CM/GC or Owner and provide necessary clarification of Contract Documents.

5.17. Pay Requests. Review and recommend to the Owner the CM/GC pay requests.

5.18. Field Orders. Prepare and issue field orders requiring minor changes in the work. Review change order and work directive requests.

5.19. Substantial and Final Completion Inspections. Hold a Substantial Completion inspection with Owner Staff for the purpose of issuing a Notice of Substantial Completion to the Contractor. This substantial

completion inspection will include the development of a "punch-list" for the Owner to use as the Contractor's final work to be completed. A final walkthrough will be held at the site to check that punch list items have been completed.

5.20. O&M Manual. Consultant will receive from the CM/GC an operation and maintenance manual (O&M) that includes all major equipment. Consultant to provide a brief supplement outlining the purpose, design criteria, operations/controls (including normal operations, theory of operation, isolation), and a summary of recommended preventative maintenance activities.

5.21. Record Drawings. Record Drawings will be provided using the CM/GC maintained set of "Redline" drawings and will show locations of installed components of the Project as identified by the CM/GC. These Record Drawings will show significant changes made during construction. CM/GC drawings will be reviewed, electronically updated, and submitted to the Owner as part of the O&M Manual.

5.22. The CM/GC shall prepare and provide to the City and Consultant a detailed construction cost estimate at each design phase, including the 30%, 60%, and 90% design phases, within a reasonable period of time after the CM/GC's receipt of the design documents. Each estimate shall (a) consider labor and material cost trends, (b) describe any scope assumptions used to prepare the estimate, (c) include contingencies to address price escalation risk; and (d) reasonably account for other information then known to the CM/GC. The CM/GC shall promptly reconcile each estimate to the preceding estimate and explain material variances. If, upon receipt of the CM/GC's detailed construction cost estimate following completion of the 30%, 60%, and 90% design drawings and specifications at any time prior to the execution of the Guaranteed Maximum Price Amendment (anticipated to occur at the 90% level or sooner), the CM/GC's estimate of the construction cost exceeds the City's budget for the construction cost, the Consultant, in consultation with the CM/GC, shall make appropriate recommendations to City to adjust the Project's size, quality, or budget, and the City will cooperate with the Consultant in making such adjustments. The City may (i) give written approval of an increase in the budget for the construction cost; (ii) in consultation with the Consultant, revise the Project program, scope, or quality to reduce the construction cost, or (iii) implement any mutually acceptable alternative. If the City chooses to proceed under subsection (ii) of the previous sentence, Consultant shall modify the drawings, specifications and other documents as necessary to comply with the City's budget for the construction cost.

a. If the City proceeds under subsection (ii) of Section 5.22 above and requires Consultant to modify drawings, specifications or other documents, Consultant shall do so at its sole cost. Consultant shall, however, be entitled to an equitable adjustment to its compensation and schedule to the extent the modifications are necessitated by (a) adjustments to the Project scope by the City, (b) unforeseen tariffs imposed after the effective date of this agreement, or (c) geopolitical events, natural disasters, or similar occurrences that the Consultant could not reasonably foresee. or (d) the CM/GC's failure to prepare estimates in accordance with Section 5.22.

b. The City and Consultant will negotiate an equitable adjustment to the Consultant's compensation and schedule for modifications to drawings, specifications, or other documents for which Consultant is entitled to an adjustment under the preceding paragraph.

Warranty

5.23. Warranty Inspections. Hold a Warranty inspection with Owner Staff for the purpose of creating a warranty "punch-list" for the Contractor. A final walkthrough will be held at the site to check that punch list items have been completed.

Owner Responsibilities:

- Provide comments and input on the design deliverables and during the workshop meetings.
- Provide legal and risk reviews of the bid documents. Award the bid.
- Pay power provider review and design fees, building permit fees, and other agency fees as applicable.
- Review and process CM/GC pay requests, change orders, and other construction-related documents.
- Attend pre-bid, bid, and construction meetings.

Assumptions:

- The source documents for the draft and final Specifications in all phases of Engineer's services will be **Consultant's standard specifications and the City of Newberg's Public Works Design and Construction Standards** unless otherwise mutually agreed upon by the parties.
- CM/GC Kickoff Meeting is assumed to include up to four staff members and up to four (4) hours in length.
- Contract documents for equipment procurement will be provided by the CM/GC.
- AutoCAD is to be used to prepare drawings and AutoCAD Civil 3D or Revit may be used for the site and building design. Spreadsheets will be prepared in Microsoft Excel and text documents in Microsoft Word.
- Consultant has budgeted four (4) hours for each Value Engineering Workshop and assumed up to six (6) staff members will attend.
- An Environmental Information Document (EID) (i.e., wetlands delineation, archeological investigations, biological determinations, etc.), if required for funding, could be provided as an additional service.
- Unless otherwise noted, meetings/workshops will be in person and virtual.
- Additional professional time for correspondence and meetings, due to an Owner-initiated change in the project design, and/or project support above and beyond that described, is considered an additional service.
- CM/GC will utilize the final bid set to develop separate bid packages. Consultant development of separate bid packages is not included in SOW.
- Contract Documents (Division 00) will be provided by CM/GC.
- Owner or CM/GC to lead bid opening process and bid evaluation. Consultant scope of work is limited to attendance at bid opening and responding to questions from CM/GC.
- If rebidding or addressing bid protests is required, these services will be provided as an additional service.
- Claims or legal support services, if required, will be provided as an additional service.
- Budget assumes up to 200 submittals reviews, 100 resubmittal reviews, 100 RFIs, and 15 field orders. Consultant will notify the Owner that the Consultant is commencing an additional service when any of these limitations have been reached.

Deliverables:

- Agenda and minutes for Workshop Meetings.
- 60% design drawings and front-end specifications, including one electronic submittal (prepared in 22" x 34" and reviewed in 11" x 17").
- 90% design drawings and specifications, including one electronic submittal (prepared in 22" x 34" and reviewed in 11" x 17").
- 100% stamped design package, including one electronic submittal (prepared in 22" x 34" reviewed in 11" x 17").
- Electronic copy in PDF format of the bidding documents will be delivered to the Owner and CM/GC.
- Two 11" x 17" paper copies and one electronic copy in PDF format of Record Drawings.
- Two paper copies and one electronic copy in PDF format of the O&M Manual.

TASK 6: OTHER PROFESSIONAL SERVICES / MANAGEMENT RESERVE

From time to time, the Owner may have additional tasks related to the project, such as presenting at additional public meetings outside of the six public meetings in the project management task or assisting the Public Works Director and Finance Manager with any grants should any become available. These additional tasks are not identified in this scope of work. For these instances, a time and material budget is established in order for the Consultant to complete the additional services. A Management Reserve in the amount of $50,000 is incorporated into this agreement to allow Owner Staff to authorize Other Professional Services, if needed. The scope, schedule, and budget for such items will be agreed upon in writing prior to incorporation into the work.

ADDITIONAL SERVICES (not included in the scope of work)

- Additional professional time for correspondence, meetings, due to a City-initiated change in the project design, and/or project support above and beyond that described is considered an additional service.
- Power utility rebate support
- Funding support
- Environmental investigations and permitting services
- Conduct surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
- Field investigations to check available record drawings before the Project is complete.

- Easements and right-of-way acquisition support

TASK 7: EARLY WORKS PACKAGE

Consultant Responsibilities

1. Early Works Package. An early works package may be helpful to the CM/GC contractor to expedite the project while the remaining detailed design proceeds.

    a. Early Works Plan Sheets. Prepare a demo/civil package for critical path civil construction items. The package is to include civil plan sheets for the site improvements. Coordinate the location of structures, piping layout, and spacing with the City. Prepare an Early Works 90% review set.

    b. Early Works Technical Specifications. Prepare technical specifications to detail the materials, processes, and products that are to be used in the civil package. Prepare draft technical specifications for the Early Works 90% review set.

    c. Early Works Workshop Meeting. Submit Early Works 90% design review drawings and specifications to the City. Participate in an early works design review workshop meeting.

    d. Early Works Final Design. Upon City review, Consultant will incorporate appropriate revisions into a final set of stamped drawings and specifications that will be used for bidding.

Assumptions:

- The Early Works Package drawings shall be developed with the intent to progress the critical path. Further completion is anticipated as part of the final design package.
- City recognizes that there is risk associated with progressing work early that may result in additional design or construction. Consultant shall be compensated for redesign if affected by the construction.

Deliverables:

- Early Works workshop agenda and minutes.
- Early Works design documents.

TASK 8: CONSTRUCTION OBSERVATION

Consultant Responsibilities

1. Construction Observation. Consultant will provide a Resident Project Representative to observe onsite construction activities. Such visits and observation are not intended to be an exhaustive or continuous check or a detailed inspection of the Contractor's work but rather to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Based on these observations, the Consultant shall keep the Owner informed about the progress of the work and shall endeavor to guard the Owner against known defects and deficiencies observed in the work.

Construction observation services are intended to be supplemental to the similar observations that will be completed by the Owner on a day-to-day basis. In completing these services, it is recognized that the Contractor is solely responsible for furnishing and performing the work in accordance with the contract documents. The level of involvement during construction can be adjusted as requested by the Owner and will be managed by Consultant to remain within the budgeted amount. Owner will be notified if budgeted amount is being exhausted more quickly than expected.

Assumptions:

- Construction Observation budget assumes the construction schedule will be limited to 24 months with an average of three site visits per week and approximately eight hours per site visit including travel to and from the site is being assumed for budgeting purposes. Consultant will be entitled to additional compensation if the schedule is lengthened.

SCHEDULE

Consultant anticipates completing the final design in approximately 42 months, as summarized in the following table. The schedule assumes that any requested information is provided by the Owner within a timely manner, and that Owner reviews are generally completed within two weeks.

Task	Schedule (calendar months)	Comments
Task 1 – Coordination with City / Project Management	42 months	Assumes a 42-month active project schedule; additional duration may require additional compensation. Includes the design and construction services outlined.
Task 2 – Schematic Design / Basis of Design Report	3 months	Anticipated to be completed 3 months from receiving the signed agreement.
Task 3 – Design Development	6 months	Anticipated to be completed 6 months from the workshop meeting with the Owner in Task 2.2.
Task 4 – Construction Documents/Bidding / CM/GC RFP	--	Anticipated to be completed concurrently with Tasks 1-3.
Task 5 – Contract Administration / Final Design and Warranty Task 8 – Construction Observation	33 months	Anticipated to be completed 33 months from the workshop meeting with the Owner in Task 5.1

*****Tasks 6 and 7 will be performed concurrently with other tasks.

COMPENSATION

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. While individual tasks may be exceeded the total authorized budget amount shall not be exceeded without written authorization from the City. The breakdown of Labor Hours is included in Attachment B.

Task	Type	Amount
Task 1 – Coordination with City / Project Management	LS	$239,950
Task 2 – Schematic Design / Basis of Design Report	LS	$297,580
Task 3 – Design Development	LS	$161,915
Task 4 – Construction Documents/Bidding	LS	$37,270
Task 5 – Contract Administration / Final Design and Warranty	LS	$3,179,010
Task 6 – Other Professional Services / Management Reserve	T&M	$50,000
Task 7 – CM/GC Early Works Package	LS	$225,610
Task 8 – Construction Observation	LS	$357,100
TOTAL COST		**$4,548,435**

LS = Lump Sum; T&M = Time and Materials

REQUEST FOR COUNCIL ACTION

Date Action Requested: November 16, 2026

Order ☐ Ordinance ☒ Resolution ☐ Motion ☐ Information ☐ Proclamation ☐ Ordinance Nos. 2026-2946 and 2026-2947	
Subject: Code Maintenance Amendments Title 13 Public Utilities and Services Title 15 Development Code	Staff: Jeremiah Cromie, Project Manager; Brett Musick, Sr Engineer, and Scot Siegel, Director Department: Community Development File: DCA26-0001
Business Session - Hearing	Order On Agenda: Legislative Hearing
Hearing Type: Legislative ☒ Quasi-Judicial ☐ Administrative ☐ Not Applicable ☐	

Is this item state mandated? Yes ☒ No ☒

Ordinances 2026-2946 and 2026-2947, respectively, amend Newberg Municipal Code, Title 15 Development Code, and Title 13 Utilities. Ordinance 2026-2946, in part, addresses recent changes in state law, including the following Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR):

- OAR 660-023-0210, requiring tribal noticing
- ORS 197A.400, limiting referral to 100 feet for residential developments of 20 units or less and limiting public hearings
- ORS 197A.430, requiring cities to allow single-room occupancies
- ORS 197.478, removing any additional requirements for manufactured housing units that are more than single-family homes
- ORS 92.031, limiting what cities can require and evaluate to approve middle housing land divisions

The proposed ordinances do not address all bills approved during the 2025 or 2026 Oregon legislative session. Some of the bills approved in 2025 or 2026 do not become effective or operational until later or have requirements pending state rulemaking by the Land Conservation and Development Commission. Staff are reviewing the bills and tracking rulemaking processes through the League of Oregon Cities. In the meantime, any state law that becomes effective and operational before the city has incorporated it into its code may be applied directly without amending the code.

Recommendation: Move to adopt Ordinance Nos. 2026-2946 and 2026-2947 by title only, and waive second reading.

Executive Summary: Code Maintenance is a significant project priority on the Planning Division Work Program and implements City Council's Goal 1, to "Create and maintain a high level of customer service." It is intended to improve predictability and efficiency in the permit process through corrections, clarifications, formatting changes, and code revisions that implement Newberg's comprehensive plan and maintain compliance with state and federal laws. Code maintenance may also include minor policy changes to improve customer service and operational efficiency in the permit process.

The proposed ordinances, No. 2026-2946 and No. 2026-2947, respectively, amend Title 15 Development Code and Title 13 Utilities. The code amendments were identified by staff through application of the regulations and customer feedback. The ordinances also address changes in state land use laws as summarized above and detailed in Tables 1 and 2, beginning on page 3 of this memorandum.

On November 2, 2026, Council held a work session on the draft amendments. Previously, on October 8, 2026, the Newberg Planning Commission conducted a legislative public hearing and recommended City Council approval of the proposed amendments to Title 15, as provided by Planning Commission Resolution 2026-402 (Exhibit C).

Discussion: The proposed amendments to Title 15 and Title 13, respectively, are contained in Exhibits A-1 and B-1 and summarized in Tables 1 and 2, beginning on page 3. The page numbering in the tables corresponds to the "Annotated" version of Exhibits A-1a and B-1a, which staff will refer to in Council's work session. "Clean Copy" versions of these documents are Exhibits A-1b and B-1b.

Public information about this code maintenance project included public meeting agendas, legislative hearing notices, the City website, and email distribution to other public agencies, service providers, newspapers and local business partners such as the Chamber of Commerce. If a particular topic merits broader public engagement, it may be referred to the Planning Division Work Program for separate processing.

Key dates for this maintenance package (completed items in *italics)*

08/13/2026	*Planning Commission Work Session #1 (Code Concepts)*
09/02/2026	*Notify State (DLCD) 35 days prior to first hearing*
09/10/2026	*Planning Commission Work Session #2 (Draft Code)*
09/24/2026	*Legislative Referral for Comments Sent Out*
10/08/2026	*Planning Commission Public Hearing*
11/02/2026	*City Council Study Session*
11/16/2026	City Council Public Hearing - First Reading
12/07/2026	City Council Public Hearing – Second Reading, if required

Staff received one public comment as of the time of this writing from the Department of Land Conservation and Development (DLCD) on October 2, 2026 (Exhibit D). Outside of comments

related to ORS 92.031 on middle housing land divisions, proposed code language did not change. The middle housing land division section language was addressed and incorporated their comments regarding review criteria into the proposed code amendments prior to the planning commission hearing. Staff believe that additional legislation around middle housing land division intervention and appeal processes are likely to be had during the 2027 Legislative Session and believes it would be premature to put these updates in the code. In the meantime, staff will continue to apply ORS 197A.140 as amended by HB4037 (2026) directly and will re-evaluate all code language after the next legislative session.

Fiscal Impact: The code changes are expected to improve operational efficiency in the land use permit process. There is no other anticipated fiscal impact.

Council Goal: Goal 1: Create and maintain a high level of customer service.

Contents:
Exhibit A: Ordinance 2026-2946
Exhibit A-1a: Ordinance 2026-2946 Annotated Title 15 Code Amendments
Exhibit A-1b: Ordinance 2026-2946 Clean Copy Title 15 Code Amendments
Exhibit A-2: Ordinance 2026-2946 Land Use Findings
Exhibit B: Ordinance 2026-2947
Exhibit B-1a: Ordinance 2026-2947 Annotated Title 13 Code Amendment
Exhibit B-1b: Ordinance 2026-2947 Clean Copy Title 13 Code Amendment
Exhibit C: Planning Commission Resolution 2026-402
Exhibit D: Department of Land and Conservation Development (DLCD) Comments

Table 1: Code Maintenance Amendments – Title 15 Development Code (Ord. 2026-2946)

Topic (Page # Exhibit A-1a)	Newberg Municipal Code	Issue	Code Amendment Concept
Title 15, Division 15.100 – Definitions & Land Use Processes and Procedures			
Airport Approach Safety Zone (p 4)	15.05.030	Current code does not match federal code	Changed definition to 5,000 instead of 3,000 feet for horizontal distance to match FAA requirements
Type I procedures for development (p 5)	15.100.020	Does not state that Type I Design Reviews for single family-quadplexes go straight to building permit (this was an oversight in 2025 code maintenance). This will line up with 15.220.020 (Site design review applicability) as well.	Updated to say that most design review permits for single-family to quadplexes go straight to building permit. Cottage clusters will still require Type I design review still.
Tribal Notifications (p 7)	15.100.120	Notifications must be provided to tribes per OAR 660-023-0210 for land use decisions that involve ground disturbance and	Updated our agency referral list to include tribes as provided by the Legislative Commission on Indian Services for Newberg.

Topic (Page # Exhibit A-1a)	Newberg Municipal Code	Issue	Code Amendment Concept
		require public noticing (Effective Jan. 1, 2027)	
Appeal Procedures (pp 8-10, 17)	15.100.160 & 15.100.275	Per state law, effective July 1, 2026, only certain applications can be appealed by parties other than the applicant. This includes most developments of less than 20 units. See Exhibit B-1 for a matrix summarizing changes in state law. Currently, it is also unclear who mails appeal notices.	Updated to state that only the applicant can appeal certain housing applications. Updated noticing requirement so that the City (not applicant) mails appeal notices to affected parties.
Noticing Updates (pp 10-17)	15.100.210	Per state law, effective July 1, 2026, notices for residential applications of fewer than 20 units are limited to a 100 foot radius (current code is 500 feet for all). Notices for upzoning existing residential land is also limited to 100 feet. See Exhibit B-1 for a matrix summarizing changes in state law. There was also concern over how mailed notices were being sent out by applicant's and the code was not clear.	Changed noticing requirements for projects of less than 20 residential units, and applications to upzone existing residentially zoned land to 100 feet. Clarified that USPS first class mail is required for all land use notices, and that notices are to be delivered in plain envelopes with no other markings other than case file number, and names/addresses as well as postage
Title 15, Division 15.200 - Land Use Applications			
Non-Conforming Signs (p 18)	15.205.100	Code requires nonconforming signs to be brought into conformance with current standards when there is a change of copy, which is excessive and may conflict with constitutional protections.	Clarified code requiring conformity to current sign standards only when the height, dimensions, materials or location of an existing sign change.
Variance Expiration Timeline (pp 19-20)	15.215.060	Variance approvals expire before other approvals that may be part of the same project. Different timelines for the same project create confusion and inefficiencies for applicants and staff	Changed the expiration of variances to align with other permit approvals and 2 years in cases where no other land use project.
Single Room Occupancies (SRO) (pp 4,6, 20, 24-	15.05.030, 15.220.020, 15.305.020, 15.326.025	HB 2138 (2025) and HB 3395 (2023) require cities to allow single room occupancies (SRO's) in residential zones by	Added SRO's to use tables, definitions, lot sizes, parking requirements and site design review procedures.

Topic (Page # Exhibit A-1a)	Newberg Municipal Code	Issue	Code Amendment Concept
33,38-41,43-45, 47, 53-54)	15.346.070 15.405.010 15.440.030	January 1, 2027. SROs contain multiple dwelling units that share common cooking facilities. They may share other facilities, as well.	
Design Review Exemptions (pp 20-21)	15.220.020(4)	The land use approval process for changes of use (new tenant moves into an existing building) are unclear and overly burdensome.	Exempted from land use review changes of use that do not substantially alter a building exterior or site, and do not require additional parking. Also exempt minor exterior alterations triggered by a change of use when the alteration is required to meet building code or fire and life safety requirements (i.e. hood vent or fire department connection).
Sufficient Infrastructure Design Review Criteria (pp 21-23)	15.220.050(A)(6) and (B)(9)	Although this section requires developments to have sufficient infrastructure and utilities, it does not reference the code sections applicable that is consistent with code format elsewhere.	Updated to reference public improvement standards of NMC 15.505 (Public Improvements) for clarity and legal sufficiency.
Code Adjustment Process for Landscaping Buffer and Parking (pp 18-19)	15.210.020	There is no code adjustment process for required landscaping buffer between street and parking area which can create constraints on the lot with certain configurations	Established code adjustment process for the landscape buffer between a street lot line and a parking area to be no less than 10 feet and at least 50% of street frontages still meet full buffering requirements.
Middle Housing Land Division Updates (pp 34-38, 46, 48, 50-51)	15.235.050(B) 15.240.060 15.346.080 15.405.050 15.410.080 15.415.070	Under state law, middle housing land divisions are not subject to minimum lot size and most other lot standards.	Updated NMC 15.235.050(B) to current middle housing land division requirements of ORS 92.031. Removed middle housing land division criteria pertaining to lot size and setbacks elsewhere in code. (Note that the original parcel still must meet all requirements)
Final Plat Submission Timeline (p 37)	15.235.070	Applicants frequently submit final plat applications long before public improvements are substantially complete when the city cannot approve them. This creates confusion and administrative inefficiencies.	Updated to state that final plats will not be deemed complete until substantial completion has been achieved. Also updated to say preliminary electronic copies are acceptable for review, which is standard practice

Topic (Page # Exhibit A-1a)	Newberg Municipal Code	Issue	Code Amendment Concept
			now.
Title 15, Division 15.300 – Zoning Districts			
Manufactured Housing Update (pp 39, 56-59)	15.305.020 & 15.445.070	Under state law, the City cannot apply more restrictive standards to manufactured homes than apply to stick-built single-family homes (HB 2347 (2025))	Removed "manufactured home on individual lot" from the zoning use table, as they are classified as single-family dwellings, and removed the manufactured dwelling development standards. Manufactured homes can be used as dwellings where dwellings are permitted as any part of a development (i.e as a single family house, duplex, triplex etc.).
Fixed Seating Footnote (p 40)	15.305.020 Footnote 29	In some industrial zones the code requires that churches and other houses of worship have seating that can be easily removed to allow these spaces to be converted to industrial uses. This is overly restrictive and may conflict with the land use provisions of the Religious Land Use and Institutionalized Persons Act of 2000 (RLUIPA), 42 U.S.C. §§ 2000cc, et seq., which is to protect individuals, houses of worship, and other religious institutions from discrimination in zoning laws.	Removed restriction on "fixed seating" in footnote 29 in industrial zones as it is overly restrictive.
Airport Hangar Residence Clarification (p 42)	15.332.020	Each individual hangar could not have a residence.	One residence being allowed with each hanger regardless of ownership
Title 15, Division 15.400 – Development Standards			
Development Site Minimum Density (p 48)	15.405.010(B)(3) and (4)	Minimum density for large development sites in the R-2, AR and RP zones is not clear and may conflict with regulatory takings law.	Revised and clarified to exempt minimum density standards for the development of one single family dwelling and its accessory uses on a legal lot of record.
Parking and landscaping location for industrial sites (pp 18-19, 49)	15.410.070(E)(3) and 15.420.010(B)(3)(b)	NMC 15.410.070 (E)(3) states that parking can be in any required yard, however this contradicts NMC 15.420.010(B)(3)(b) which requires a landscape strip of at least 10 feet, or the width of required yard if greater, for the	Amended 15.410.070(E)(3) to reference and be subordinate to 15.420.010(B)(3)(b). Amended Code Adjustments in NMC 15.210.020 to include a landscape buffering adjustment assuming at least 10 foot buffer is

Topic (Page # Exhibit A-1a)	Newberg Municipal Code	Issue	Code Amendment Concept
		front yard, and 5 feet for interior yards.	maintained and 50% of frontages still have the required buffering.
Cottage Cluster Community Buildings (p 50-51)	15.415.050(C)(9)	Cottage cluster developments may have a community building though it is not clear if these buildings are regulated as accessory structures. (Other code sections limit the number of accessory structures on a lot.)	Amended 15.415.050(C)(9) to state that cottage cluster community buildings as permitted under 15.415.050(C)(6) are not accessory structures.
Major Freestanding Number of Signs and Height Update (p 51-53)	15.435.050(A) & 15.435.050(C)	Some zones are limited to one freestanding sign per street frontage. Exceptions to this rule are in residential, institutional and community facilities zones where one additional sign is allowed for each full 600 feet of street frontage. Large campuses in other zones that may have multiple driveways, are not allowed multiple signs, including necessary wayfinding signs. Height for major free-standing signs is not clear. Although it has been common practice to include structural supports in the height calculations, this is not spelled out in code.	Updated 15.435.050(A) so that all zones can have 1 major free-standing sign plus one sign for each full 600 feet of street frontage (note that maximum size of sign is not proposed to be changed). Updated 15.435.050(C) to explicitly state that sign framework/posts are included in height calculation.
Title 15, Division 15.400 – Development Standards (cont.)			
Off-street parking location allowances (p 56)	15.05.030 & 15.440.060(G)	The requirement for off-street parking can be met on a driveway within a required front yard only if the driveway leads to an improved parking space located outside the front yard (most of the time this is the garage). This works well for new development but can be overly restrictive for remodels of existing dwellings including adding an ADU or more living space. The code does not allow it even though they still may have the required parking spaces in	Amended code to allow the requirement for off-street parking to be met on an improved driveway within a front yard provided the parking meets dimensional standards and at least 50% of the required front yard area is landscaped (not paved).

Topic (Page # Exhibit A-1a)	Newberg Municipal Code	Issue	Code Amendment Concept
		their driveway.	
Joint use parking facilities (p 54-55)	15.440.050(B)	Joint use of parking facilities is currently allowed but difficult to implement with existing developments. The code requires the owner of the parking to record a covenant assuring the parking area is available to the other development in perpetuity, which can be overly burdensome and a barrier to economic development.	Added language in NMC 15.440.050(B) regarding flexibility in parking agreements and what assurances are necessary when shared parking is proposed for existing uses including not in perpetuity and always having to be recorded.
ADU Primary Unit Measurement (p 60)	15.445.260(B)(2)	It was unclear of how the 50 percent of the size of the primary unit was supposed to be calculated for and ADU	Updated to use assessor data for the gross floor area of the living area of the primary unit and not to include garages in the calculation. The director may also accept a current floor plan with floor area calculation prepared by a qualified professional.
Title 15, Division 15.500 – Public Improvement Standards			
Existing Private Streets (pp 60-61)	15.505.030(P)	Existing private streets are not addressed on how they are to be improved with new development	Established minimum standards for private streets when new development occurs adjacent to such streets.

Table 2: Code Maintenance Amendments – Title 13 Utilities (Ord. 2026-2947)

Topic (Page # Exhibit B-1a)	Newberg Municipal Code	Issue	Code Amendment Concept
Water Meter Sharing (p 1)	13.15	Current code does not address shared water meters which are not allowed for more than one property.	Revised to add clarity that shared water meters are not allowed under separate ownership or parcels.

Development Code Maintenance 2026

Public Hearing

Newberg City Council

Monday, November 16, 2026

Proposal

City Council Goal 1: “Create and maintain a high level of customer service”

- Code Maintenance is part of the City of Newberg CDD Customer Service Plan and our commitment to continuous improvement.
- It supports predictability and operational efficiency in the permit process, which helps advance economic development and housing production.
- Code Maintenance also minimizes legal, financial, and other risks through corrections, clarifications, process streamlining, and legal compliance.

Types of Code Amendments

Corrections, clarifications, streamlining, other edits – 15 total

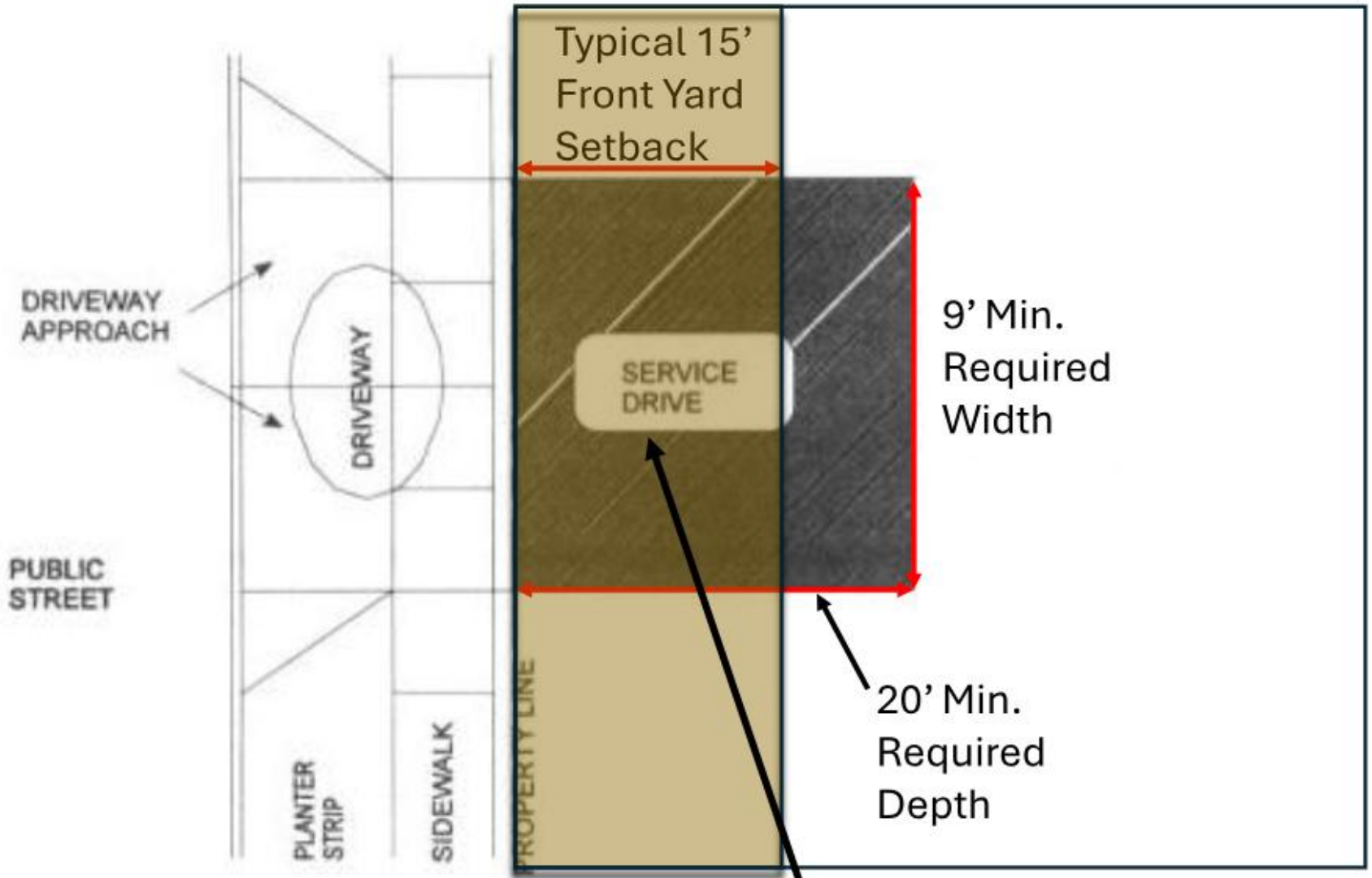
Minor policy updates – 6 total

Updates required by Oregon Planning Statutes – 5 total

5. Off-street parking location allowances

Off-street parking location allowances (p 56)	15.05.030 & 15.440.060(G)	The requirement for off-street parking can be met on a driveway within a required front yard only if the driveway leads to an improved parking space located outside the front yard (most of the time this is the garage). This works well for new development but can be overly restrictive for remodels of existing dwellings including adding an ADU or more living space. The code does not allow it even though they still may have the required parking spaces in their driveway.	Amended code to allow the requirement for off-street parking to be met on an improved driveway within a front yard provided the parking meets dimensional standards (does not encroach into sidewalk or public right-of-way) and at least 50% of the required front yard area is landscaped (not paved).

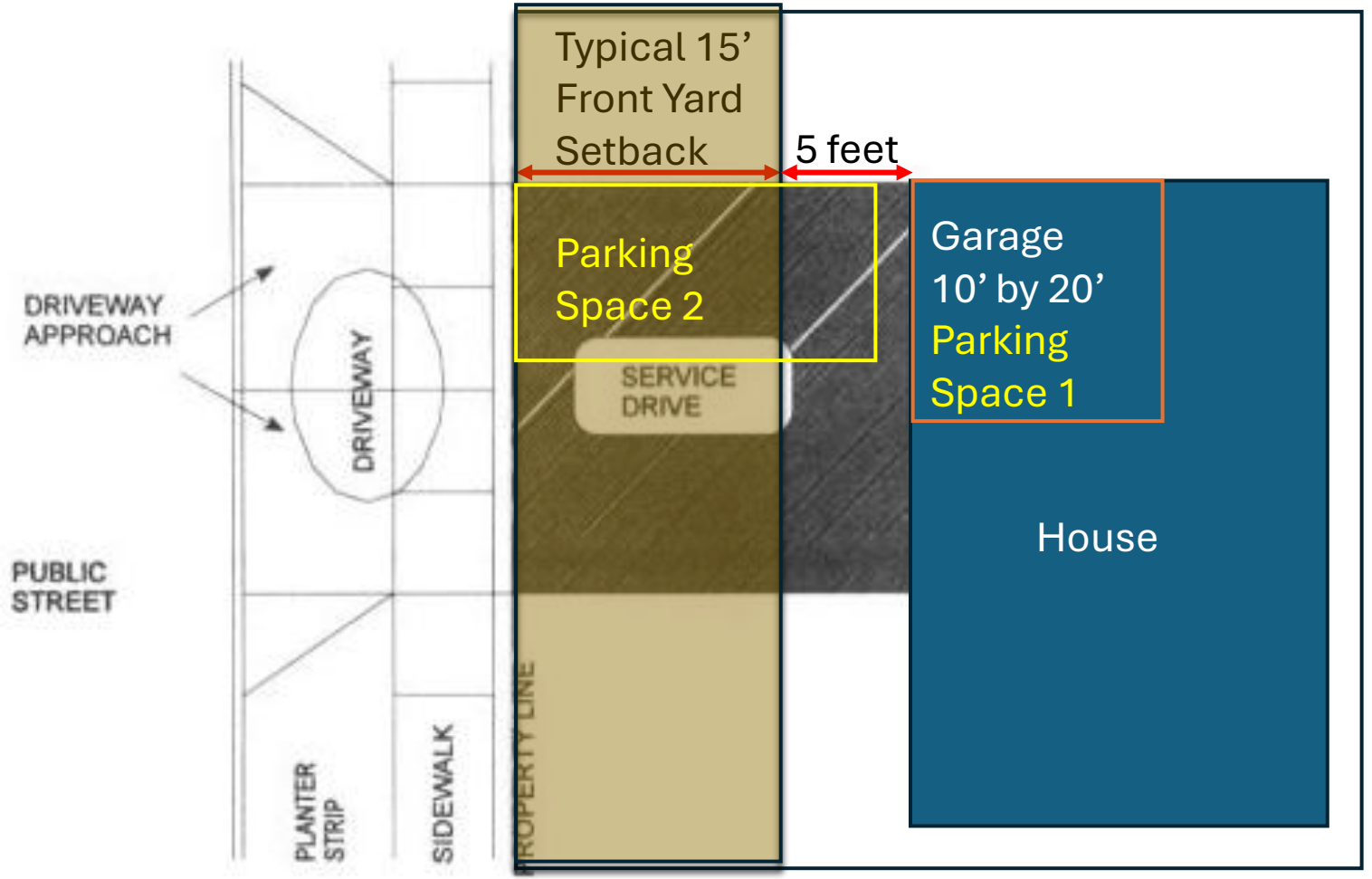
Illustration of Concept for Front Yard Parking Allowance



Drawing Not to Scale (N.T.S.)

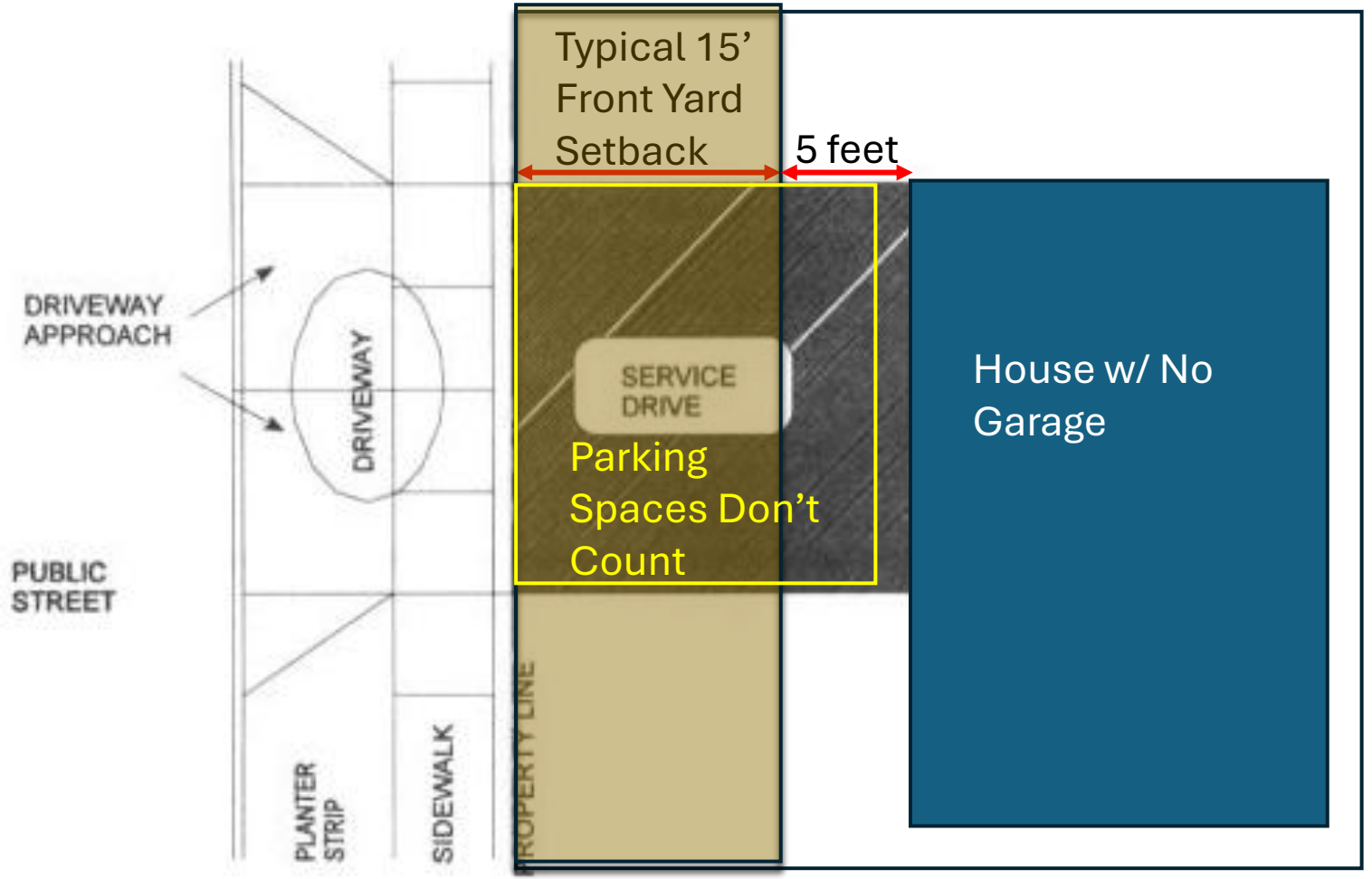
Service Drive can’t take up more than 50% of required front yard area

Single Family Home – Typical Scenario



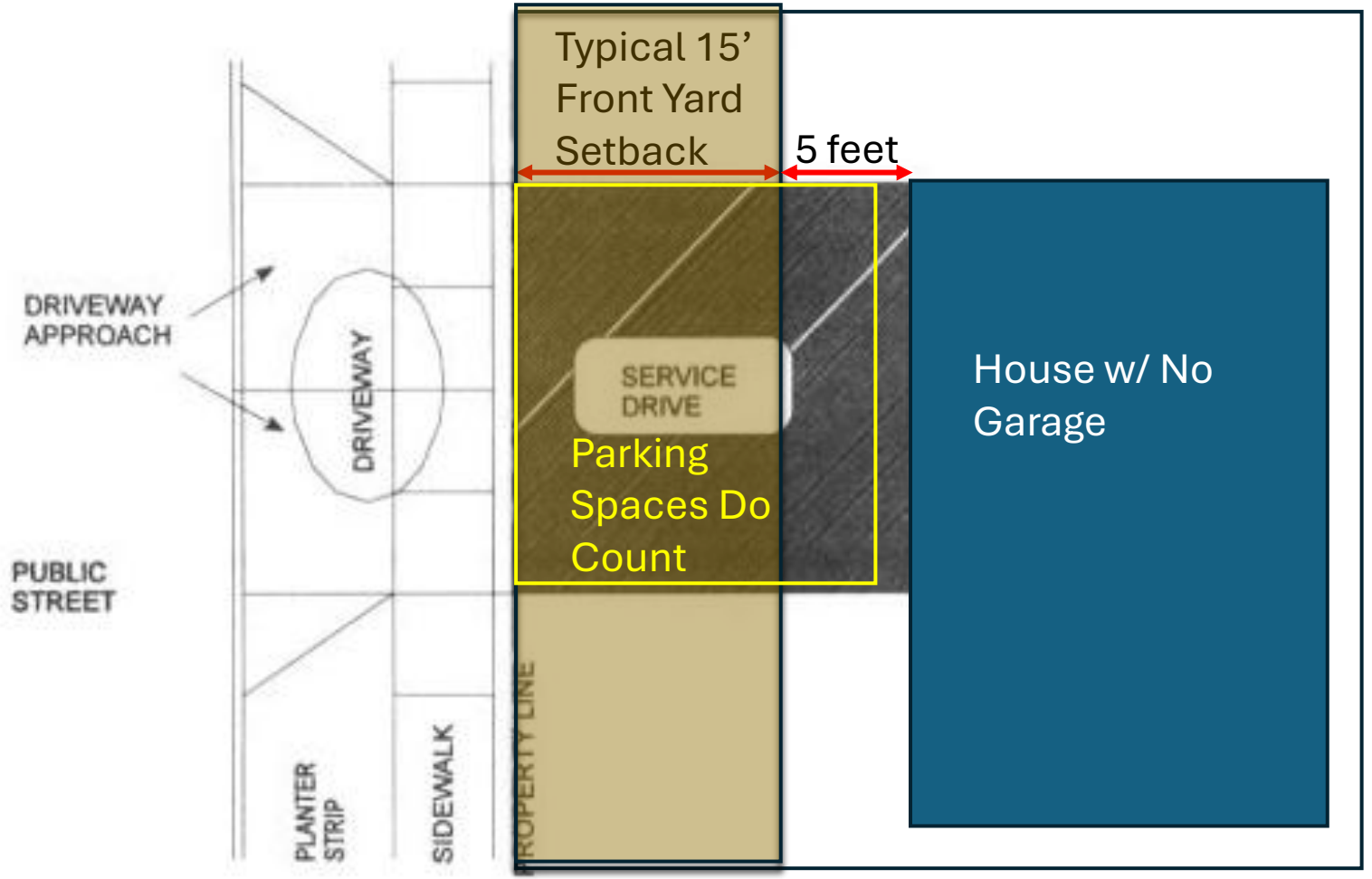
Drawing Not to Scale (N.T.S.)

Single Family Home – Current Code



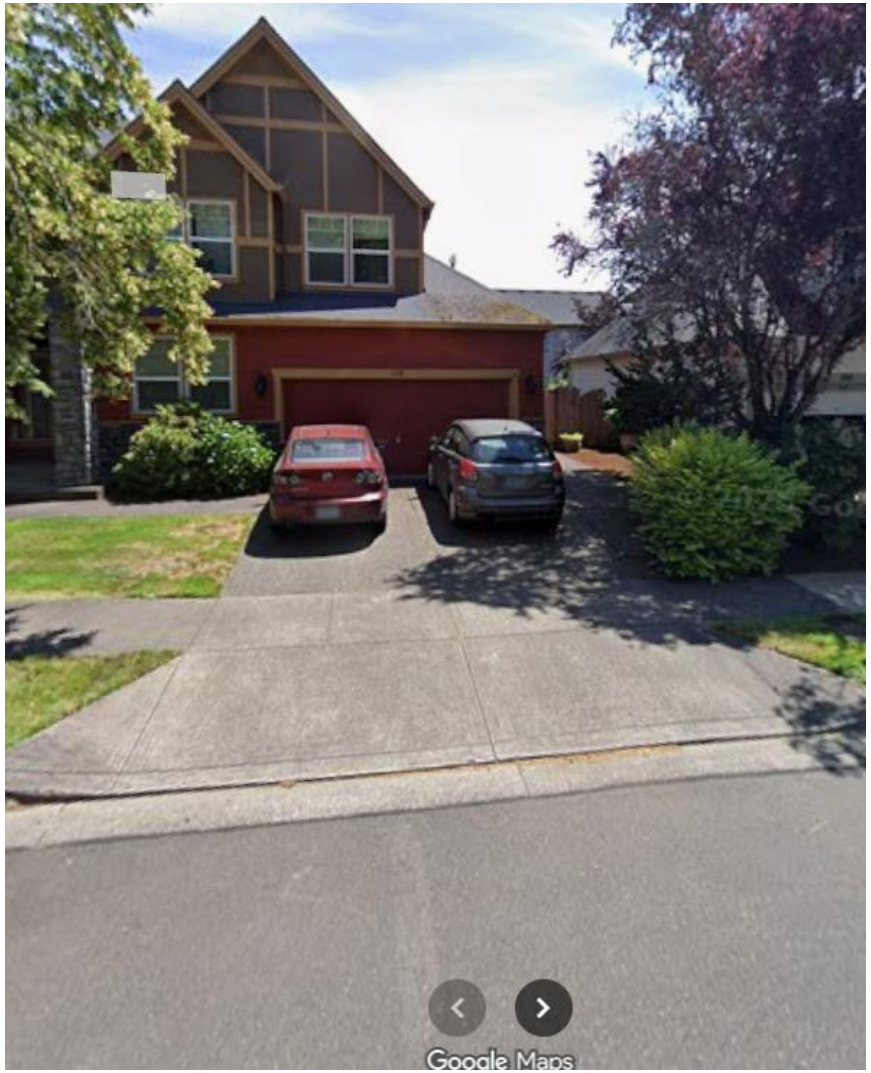
Drawing Not to Scale (N.T.S.)

Singe – Family House – Proposed Code



Drawing Not to Scale (N.T.S.)

Singe – Family House – Meets Current Code
for 2-off street parking spaces
(would not meet if garage was converted



Singe – Family House – Meets Current Code



Singe – Family House – Does not meet current code but would likely meet under proposed code



Singe – Family House – Does not meet current code but would under proposed code



Staff Recommendation

- Testimony received before hearing, if any
- Receive oral testimony on Ordinances 2026-2946 and 2026-2947.
- Separate motions:
  1. Motion to approve Ordinance 2026-2946 by title only, and waive second reading (if desired)
  2. Motion to approve Ordinance 2026-2947 by title only, and waive second reading (if desired)

ORDINANCE NO. 2026-2946

AN ORDINANCE AMENDING NEWBERG MUNICIPAL CODE, TITLE 15 DEVELOPMENT CODE, TO CLARIFY REGULATIONS, COMPLY WITH STATE LAND USE REQUIREMENTS, AND IMPROVE CUSTOMER SERVICE IN THE PERMIT PROCESS

Recitals:

1. Code Maintenance is part of the Community Development Department's continuous improvement efforts and is a significant project priority on the Planning Division Work Program.

2. Code Maintenance implements City Council's Goal to, "Create and maintain a high level of customer service," including code amendments that improve predictability in the permit process.

3. The proposed code amendments were identified by staff through use and application of the code, customer feedback, and industry best practices.

4. The proposal addresses changes in state land use laws, including OAR 660-023-0210 requiring tribal noticing; ORS 197A.400, limiting referral to 100 feet for residential developments of 20 units or less and limiting public hearings; ORS 197A.430 to allow single-room occupancies; ORS 197.478 removing additional requirements for manufactured housing; and ORS 92.031 limiting what the City can require and evaluate to approve middle housing land divisions.

5. The Newberg Planning Commission conducted two duly noticed public work sessions on August 13, 2026, and September 10, 2026, and one public hearing on October 10, 2026, to review the proposal and accept public comment.

6. On finding the proposed amendments are consistent with the Newberg Comprehensive Plan and Oregon Statewide Land Use Goals, the Planning Commission adopted Resolution 2026-402 recommending City Council approval of the code amendments.

The City of Newberg Ordains as Follows:

1. Newberg Municipal Code, Title 15, is amended as shown in Exhibits A-1a ("Annotated Amendments") and A-1b ("Clean Copy Amendments").
2. City Council adopts the Planning Commission Findings contained Resolution 2026-402 (Exhibit C).

Effective Date of this ordinance is 30 days after the adoption date, which is: _____, 2026. **Adopted** by the City Council of Newberg, Oregon, this _____ day of _____, 2026, by the following votes: **AYE:** **NAY:** **ABSTAIN:**

_____
Rachel Thomas, City Recorder

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

_____
Bill Rosacker, Mayor

City Council Ordinance

2026-2946

Exhibit A-1a

2026 Code Maintenance Package

Title 15 Amendments (Annotated)

DCA26-0001: 2026 Code Maintenance Package

Draft Code Maintenance Amendments

Formatting of amendments:

- Code edits and revisions are indicated using double underline for text additions and ~~strike-outs~~ text for deletions.
- Forward Slashes "//" indicate text that is unchanged and has been omitted for brevity.
- The comments in text boxes summarize the proposed changes and the reasons for them.

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NMC 15.05 GENERAL PROVISIONS

15.05.030 Definitions.

//

"**Airport imaginary surfaces**" means those imaginary areas in space defined below. Any object extending above these imaginary surfaces is an obstruction. The imaginary areas in space are defined by:

1. **Airport Approach Safety Zone**. A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface except as noted on Airport Overlay Map A (see Appendix B, Map 2). The inner edge of the approach surface is the same width as the primary surface and extends to a width of 1,250 feet for a utility runway having only visual approaches, and 1,500 feet for a runway other than a utility runway having only visual approaches. The airport approach surface extends for a horizontal distance of ~~3,000~~ 5,000 feet at a slope of 20 feet outward for each foot upward (20:1) for all utility and visual runways.

"**Service drive**" means a vehicular access which provides ingress and egress from a driveway approach to an improved parking space(s). A service drive is either a "**private street**" or a "**private drive**" as defined in this code. A service drive may contain an improved parking space(s).

[…]

Staff Comment: Airport updated to match FAA current requirements under 14 CFR 77.19(d)(2). Service drive definition updated for consistency with the update to 15.440.060(G)(2).

//

"Single room occupancy" means a residential development with no fewer than four attached or detached units that are independently rented and lockable and provide living and sleeping space for the exclusive use of an occupant, but require that the occupant share sanitary or food preparation facilities with other units in the occupancy.

Staff comment: To comply with HB 2138 (2025) requiring cities to allow single room occupancies, effective January 1, 2027. Definition is state definition.

NMC 15.100 LAND USE PROCESSESS AND PROCEDURES

15.100.020 Type I procedure – Administrative decision.

A. Type I development actions shall be decided by the director without public notice or public hearing. Notice of a decision shall be provided to the applicant. There are two subcategories of Type I actions. Except as otherwise required by this code, actions indicated with an asterisk (*) do not require a land use application and are processed concurrently with any application for a building permit or business license unless no such permit is required. All other actions listed in this subsection require a Type I land use application which must be approved before building permits or a business license may be issued for the project or use.

B. Type I actions include, but are not limited to:

1. Design review permits for single-family dwellings, duplex dwellings, triplex dwellings, quadplex dwellings, townhouses, ~~cottage cluster projects~~, single room occupancies with four to six units, additions, accessory dwelling units, accessory structures, or other additions specifically listed in NMC 15.220.020(A)(1)*.

2. Cottage Cluster Projects.

~~2~~3. Home occupation permits.*

~~3~~4. Signs, not in conjunction with a new development or major remodel and not including original art murals reviewed under NMC 15.435.130.*

~~4~~5. Original art murals reviewed under NMC 15.435.130.

~~5~~6. Adjustments.

~~6~~7. Processing final land division maps and plats.

~~7~~8. Manufactured homes contributing to development identified elsewhere in this subsection (B) or other additions specifically listed in NMC 15.220.020(A)(1).

~~8~~9. Determining compliance with the conditions of approval for a land use action processed under a Type II or Type III procedure.

15.100.030 Type II procedure.

A. Type II development actions shall be decided by the director.

B. Type II actions include, but are not limited to:

1. Site design review.

2. Multifamily dwellings in the R-2, R-3, RP, AR, C-3 (except along Hancock Street), C-4 or I zone meeting the objective process requirements of NMC 15.220.060.

3. Multifamily dwellings in the R-3, AR, C-3 (except along Hancock Street), or I zone not meeting the objective process requirements of NMC 15.220.060.

4. Single Room Occupancy developments with over six units

~~4~~5. Variances.

~~5~~6. Manufactured dwelling parks and mobile home parks.

~~6~~7. Partitions, including middle housing land divisions.

~~7~~8. Subdivisions, including middle housing land divisions, except for subdivisions with certain conditions requiring them to be processed using the Type III process, pursuant to NMC 15.235.030(A).

Staff Comment: Updated to clearly state that most dwelling units go straight to building permit instead of requiring full design review to match NMC 15.220.020. Cottage clusters still require full design review. This is a correction to the 2025 code maintenance package and also adds in single-room occupancies.

C. The applicant shall provide notice pursuant to the requirements of NMC 15.100.200 et seq.

D. The director shall make a decision based on the information presented and shall issue a development permit if the applicant has complied with all of the relevant requirements of this code. The director may add conditions to the permit to ensure compliance with all requirements of this code.

E. Appeals may be made by an affected party, Type II, in accordance with NMC 15.100.160 et seq. All Type II development action appeals shall be heard and decided by the planning commission.

F. If the director's decision is appealed as provided in subsection (E) of this section, the hearing shall be conducted pursuant to the Type III quasi-judicial hearing procedures as identified in NMC 15.100.050.

G. The decision of the planning commission on any appeal may be further appealed to the city council by an affected party, Type III, in accordance with NMC 15.100.160 et seq. and shall be a

review of the record supplemented by written or oral arguments relevant to the record presented by the parties.

H. An applicant shall have the option to request at the time the development permit application is submitted that the proposal be reviewed under the Type III procedure.

15.100.120 Referral of development permit applications.

Within five working days of deeming ~~accepting~~ an application complete, the director shall do the following:

A. On Type I procedures, the director is only required to make referrals to the extent necessary to make a decision on the development permit.

B. On Type II and Type III procedures, the director shall transmit a copy of the application, or appropriate parts of the application, to each affected agency and city department for review and comment, including ODOT, Tribes listed by the Legislative Commission on Indian Services (LCIS) for Newberg, and others responsible for determining compliance with state and federal requirements. The affected agencies and city departments shall have 15 calendar days to comment. The referral agency or city department is presumed to have no comments if comments are not received within the specified time period. The director shall grant an extension only if the application involves unusual circumstances. Any extension shall only be for a maximum of 15 additional days.

C. On Type IV procedures, the director shall provide referrals to ODOT, Tribes listed by the Legislative Commission on Indian Services (LCIS) for Newberg, and other agencies in compliance with state law and as otherwise determined by the city. [Ord. 2619, 5-16-05; Ord. 2451, 12-2-96. Code 2001 § 151.043.]

Cross-reference: See Chapter 197 of Title 19 ORS pertaining to comprehensive land use planning coordination.

Staff Comment: Updated to clearly state tribes are among the agencies notified to comply with updated states rules that go into effect January 1, 2027 (OAR 660-023-0210). The Legislative Commission on Indian Services (LCIS) will provide a list to the City by the end of the year of tribes that requested to be contacted for Newberg Area development.

Article III. Appeals

15.100.160 Appeal procedures.

A. Type I. An appeal of a Type I decision by the director must be filed within 14 calendar days of the date of the decision by the director. Appeals may be made only by an affected party, Type I (the person or party submitting the application). Appeals of a Type I application are processed as a Type III procedure and proceed to the planning commission, except that appeals of Type I applications relating to historic landmarks are reviewed by the historic preservation commission.

B. Type II. An appeal of a Type II decision by the director must be filed within 14 calendar days of the date of the decision.

~~1. Appeals may be made only by an affected party, Type II (the applicant, any party entitled to receive notice of the decision, or anyone providing written comments within 14 calendar days prior to the date of the decision) Appeals of a Type II application are processed as a Type III procedure and proceed to the planning commission, except that appeals of Type II applications relating to historic landmarks are reviewed by the historic preservation commission.~~

1.Type II decisions may be appealed by any affected party except that appeal rights relating to housing application decisions have been restricted by the Oregon Legislature. As required by Oregon House Bill 4037 (2026), only the applicant may appeal an application for housing approved pursuant to ORS 197A.400(5). Affected parties for non-housing applications include the applicant, any party entitled to receive notice of the decision, and any party providing written comments on the application within 14 calendar days prior to the date of the decision.

The following Type II decisions are examples of housing applications that are processed pursuant to ORS197A.400(5):

a. Site Design Review applications for housing except for applications that are contingent upon approval of a zone change, conditional use permit, or variance.

b. Residential land division applications, including expedited and middle housing land divisions, except for applications that are contingent upon approval of a zone change, conditional use permit, or variance.

Appeals of a Type II application are processed as a Type III procedure and proceed to the planning commission, except that appeals of Type II applications relating to historic landmarks are reviewed by the historic preservation commission.

Staff Comment: As required by HB 4037(2026), under ORS 197A.400(1) and (5)(c), there is no right to appeal for parties other than applicant when a housing application meets the criteria in subsection 1 of the statute (clear and objective standards). Type II Middle housing land divisions moved up to B(1)(b).

Additional requirements such as not allowing other parties to intervene and notice of decision only to the applicant amended under HB4037 (2026) and ORS 197A.140 are not part of this amendment package. The City intends to apply ORS 197A.140 as amended HB4037 (2026) as

it concerns expedited land divisions until after the forthcoming legislative session, at which time we will re-evaluate the need to adopt implementing code.

~~C. Type II Middle Housing Land Divisions. An appeal of a Type II middle housing land division must be filed within 14 calendar days of the date of the decision and is subject to the appeal procedures in ORS 197.375, or as amended.~~

~~D~~C. Type III. An appeal of a Type III decision by the planning commission or historic preservation commission must be filed within 14 calendar days of the date of that commission's written decision. Appeals may be made only by an affected party. The city council following the Type III procedure shall decide all appeals of Type III decisions. [Ord. 2933 § 1 (Exhs. A-1a, A-1b), 2-18-25; Ord. 2691 § 2, 2-19-08; Ord. 2451, 12-2-96. Code 2001 § 151.055.]

15.100.170 Notice of appeal – Type I, II and III.

A. An appeal for Type I, II, and III decisions shall include an identification of the decision sought to be reviewed, the date of the decision and shall be accompanied by a notice of appeal form provided by the planning and building department. The notice of appeal shall be completed by the appellant ~~applicant~~ and shall contain:

1. An identification of the decision sought to be reviewed, including the date of the decision.

2. A statement of the interest of the person seeking review and that they were a party to the initial proceedings.

3. A detailed statement of the specific grounds on which the appeal is filed.

B. Notice shall be filed with the community development department together with the filing fee and deposit for transcript costs. [Ord. 2451, 12-2-96. Code 2001 § 151.056.]

15.100.180 Scope of review.

A. The initial appeal of a Type I, Type II, or Type III decision shall be a new hearing. Any second appeal to the city council of a Type I or Type II decision shall be a record hearing unless the applicant requests a new hearing and waives the 120-day time limit for processing applications in accordance with NMC 15.100.100 and state statutes. Appeal of a Type II decision must be based on the written comments raised prior to the expiration notice comment period pursuant to NMC 15.100.220.

B. Type III actions that require an ordinance or city council order to be adopted in order to become effective shall be reviewed by the city council as a new hearing. The city council shall receive the recommendation from the planning commission to the city council on these actions.

The action will not be considered final for the purpose of appeals, until a final decision is rendered by the city council.

C. The record shall include:

1. A factual report prepared by the director.

2. All exhibits, material, pleadings, memoranda, stipulations, and motions submitted by any party and reviewed or considered in reaching the decision under review.

3. The minutes of the hearing and a detailed summary of the evidence.

D. For a record hearing on a second appeal of a Type I or Type II decision, no new testimony or evidence may be presented. Written argument will be allowed only from parties who testified at the prior evidentiary hearings. Written argument must be limited to evidence already in the record. No oral argument will be allowed at the city council level. [Ord. 2933 § 1 (Exhs. A-1a, A-1b), 2-18-25; Ord. 2691 § 1, 2-19-08; Ord. 2590, 11-6-03; Ord. 2451, 12-2-96. Code 2001 § 151.057.]

15.100.190 Review body decision on appeal of a Type I, II or III.

A. Upon review, the review body may by order affirm, reverse, or modify in whole or in part a determination or requirement of the decision that is under review. When the review body modifies or renders a decision that reverses a decision of a hearing body, the review body, in its order, shall set forth its findings and state its reasons for taking the action encompassed in the order. When the review body elects to remand the matter to the hearing body for further consideration, it shall include a statement explaining the error that materially affected the outcome of the original decision and the action necessary to rectify it.

B. The review body shall render its decision no later than 45 days after the filing of the request for review and shall file that decision with the director within 10 days after it is rendered.

C. A party aggrieved by the final determination may appeal the decision to the Land Use Board of Appeals.

Article IV. Notice

15.100.200 Compliance required.

Notice on all Type I through Type IV actions, including appeals, shall be conducted in accordance with this article. [Ord. 2451, 12-2-96. Code 2001 § 151.070.]

15.100.210 Mailed notice.

Mailed notice shall be provided as follows:

A. Type I Actions. No public notice is required.

B. Type II and Type III Actions. ~~The applicant shall provide public notice to~~ Except for appeal hearing notices, which the City mails, notices of Type II and Type III applications shall be provided by the applicant as follows:

1. Notify ~~T~~the owner of the site for which the application is made; the owner of a public use airport when required by ORS 215.416 or 227.175; the City of Newberg; and owners of property as follows:

~~2. Owners of property within 500 feet of the entire site for which the application is made. The list shall be compiled from the most recent property tax assessment roll. For purposes of review, this requirement shall be deemed met when the applicant can provide an affidavit or other certification that such notice was deposited in the mail or personally delivered.~~

~~3. To the owner of a public use airport, subject to the provisions of ORS 215.416 or 227.175~~

a. For residential land division and site design review applications for 20 or fewer residential units that are not contingent upon approval of a conditional use permit, notify property owners within a 100 foot radius of all property lines of the subject property or properties, as required by Oregon House Bill 4037 (2026), ORS 197A.400(5).

b. For residential zone change applications that change the zoning to a higher density residential classification, notify property owners within a 100 foot radius of all property lines of the subject property or properties, as required by Oregon Senate Bill 974 (2025), ORS 197A.146(5).

c. For residential development variance applications, notify property owners within a 100 foot radius of all property lines of the subject property or properties, as required by Oregon Senate Bill 974 (2025), ORS 197A.146(5)

d. For all other development, including mixed use, notify property owners within a 500 foot radius of all property lines of the subject property or properties.

2. The mailing list for notices shall be compiled from the most recent property tax assessment roll.

3. Notices shall be delivered in plain envelopes that contain only the sender and recipient addresses, land use case file number(s), and postage with no other markings.

4. For purposes of review, this requirement is met when the applicant provides an affidavit or other certification that such notice was mailed via USPS First Class or personally delivered.

5. The applicant shall mail the notice for Type II actions by USPS first class mail at least 14 days before a decision is rendered. The applicant shall file with the director an affidavit of mailing within two business days after notice is mailed.

6. The applicant shall mail the notice for Type III actions by USPS first class mail at least 20 days before the first new hearing, or if two or more new hearings are allowed, 10 days before the first new hearing. The applicant shall file with the director an affidavit of mailing within two business days after notice is mailed.

Staff Comment: These amendments are to comply with HB4037 (2026), and Senate Bill 974 (2025), which limit noticing of adjacent property owners for certain residential projects, specify City mailing of public hearing notices, and improve quality control on notices mailed by applicants. Requires first class mailing to avoid delays due to bulk mailing. Other standards added to address perception that notices were junk mail due to "business/promotional" envelopes being used.

C. The director may request that the applicant provide notice to people other than those required in this section if the director believes they are affected or otherwise represent an interest that may be affected by the proposed development. This includes, but is not limited to, neighborhood associations, other governmental agencies, or other parties the director believes may be affected by the decision.

D. The director shall provide the applicant with the following information regarding the mailing of notice:

1. The latest date by which the notice must be mailed;

2. An affidavit of mailing (to be signed and returned) certifying that the notice was mailed, acknowledging that a failure to mail the notice in a timely manner constitutes an agreement by the applicant to defer the 120-day process limit and acknowledging that failure to mail will result in the automatic postponement of a decision on the application; and

3. A sample notice.

E. The notice of a Type II and Type III development application shall be reasonably calculated to give actual notice and shall:

1. Set forth the street address or other easily understood geographical reference to the subject property;

2. List, by commonly used citation, the applicable criteria for the decision;

3. Include the name and phone number of a local government contact person, the telephone number where additional information may be obtained and where information may be examined;

4. Explain the nature of the application and the proposed use or uses which could be authorized;

5. State that a copy of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and will be provided at a reasonable cost.

F. Prior to mailing or posting any notice required by this code, the applicant shall submit a copy of the notice to the director.

~~G. The applicant shall mail the notice for Type II actions at least 14 days before a decision is rendered. The applicant shall file with the director an affidavit of mailing as identified in subsection (D) of this section within two business days after notice is mailed.~~

~~H. The applicant shall mail the notice for Type III actions at least 20 days before the first new hearing, or if two or more new hearings are allowed, 10 days before the first new hearing. The applicant shall file with the director an affidavit of mailing as identified in subsection (D) of this section within two business days after notice is mailed.~~

Staff Comment: Deleted sections here were moved above to 15.210(B)(5) and (6) for clarity on mailing notifications

G.~~I.~~ All public notices shall be deemed to have been provided or received upon the date the notice is deposited in the mail or personally delivered, whichever occurs first. The failure of a property owner to receive notice shall not invalidate an action if a good faith attempt was made to notify all persons entitled to notice. An affidavit of mailing issued by the person conducting the mailing shall be conclusive evidence of a good faith attempt to contact all persons listed in the affidavit.

H.~~J.~~ Failure to mail the notice and affirm that the mailing was completed in conformance with the code shall result in:

1. Postponement of a decision until the mailing requirements have been met; or

2. Postponement of the hearing to the next regularly scheduled meeting or to such other meeting as may be available for the hearing; or

3. The entire process being invalidated; or

4. Denial of the application. [Ord. 2581, 7-7-03; Ord. 2451, 12-2-96. Code 2001 § 151.071.]

15.100.220 Additional notice procedures of Type II development applications.

In addition to the requirements of NMC 15.100.210, mailed notice for development actions shall also contain the following:

A. Provide a 14-day period from the date of mailing for the submission of written comments prior to the decision;

B. State that issues that may provide a basis for appeal must be raised in writing during the comment period;

C. State that issues must be raised with sufficient specificity to enable the local government to respond to the issue;

D. State the place, date and time that comments are due;

E. State that notice of the decision, including an explanation of appeal rights, will be provided to any person who submits comments under subsection (A) of this section;

F. Briefly summarize the local decision-making process. [Ord. 2940 § 1 (Exhs. A-1a, A-1b), 11-17-25; Ord. 2451, 12-2-96. Code 2001 § 151.072.]

15.100.230 Additional notice procedures for Type III quasi-judicial hearing.

In addition to the requirements of NMC 15.100.210, mailed notice for Type III development actions shall also contain the following:

A. State that an issue which may be the basis for an appeal to the Land Use Board of Appeals shall be raised not later than the close of the record at or following the final new hearing on the proposal before the city. Such issues shall be raised with sufficient specificity so as to afford the hearing body and the parties an adequate opportunity to respond to each issue;

B. State the date, time and location of the hearing;

C. State that the failure of an issue to be raised in a hearing, in person or by letter, or failure to provide sufficient specificity to afford the hearing body an opportunity to respond to the issue may preclude appeal to the Land Use Board of Appeals on that issue;

D. State that a copy of the staff report will be available for inspection at no cost at least seven calendar days prior to the hearing and will be provided at reasonable cost;

E. Include a general explanation of the requirements for submission of testimony and the procedure for conduct of hearings. [Ord. 2451, 12-2-96. Code 2001 § 151.073.]

15.100.240 Additional notice for Type III quasi-judicial hearing for annexations.

In addition to notice requirements in NMC 15.100.210 and 15.100.230, annexations are required to be published each week for two consecutive weeks prior to the day of the first new hearing before the city council, in a newspaper of general circulation in the city, and shall also be noticed by posting notice of the hearing in four public places in the city for a like period. [Ord. 2451, 12-2-96. Code 2001 § 151.074.]

15.100.250 Notice procedures for Type IV legislative hearing.

A. There is no requirement for mailed notice to property owners or posting of property, except when mailed notice to property owners is required under ORS 227.186, Notice to property owners of hearing on certain land use regulatory changes.

B. Notice shall be provided to the Department of Land Conservation and Development as follows:

1. When LCDC Goals Apply. When the city determines that the statewide land conservation and development goals do apply to a proposal to amend the Newberg comprehensive plan, this code, or adoption of a new land use regulation, the proposal shall be forwarded to the Director of the Department of Land Conservation and Development at least 35 days before the first evidentiary hearing on adoption of the amendment or new regulation. The proposal shall contain the text and any supplemental information that the city believes is necessary to inform the director as to the effect of the proposal.

2. When Emergency Circumstances Require Expedited Review. The city may submit an amendment or new regulation to the Director of the Department of Land Conservation and Development with less than 35 days' notice if the city determines that there are emergency circumstances requiring expedited review.

3. When LCDC Goals Do Not Apply. When the city determines that the statewide land conservation and development goals do not apply to a proposal to amend the Newberg comprehensive plan, this code, or adoption of a new land use regulation, notice to the Director of the Department of Land Conservation and Development is not required. [Ord. 2933 § 1 (Exhs. A-1a, A-1b), 2-18-25; Ord. 2451, 12-2-96. Code 2001 § 151.075.]

15.100.260 Procedure for posted notice for Type II and III procedures.

A. Posted Notice Required. Posted notice is required for all Type II and III procedures. The notice shall be posted on the subject property by the applicant.

B. Notice Information Provided by City. The director shall provide the applicant with the following information regarding the posting of notice:

1. The number of notices required;

2. The latest date by which the notice must be posted;

3. An affidavit of posting (to be signed and returned) certifying that the notice was posted on site, acknowledging that a failure to post the notice in a timely manner constitutes an agreement by the applicant to defer the 120-day process limit and acknowledging that failure to post will result in the automatic postponement of a decision on the application; and

4. A sample notice.

C. Submission of Notice. Prior to posting any notice required by this section, the applicant shall submit a copy of the notice to the director for review.

D. Size, Number and Location Requirements. A waterproof notice which measures a minimum of two feet by three feet shall be placed on each frontage of the site. If a frontage is over 600 feet long, a notice is required for each 600 feet, or fraction of 600 feet. If possible, notices shall be posted within 10 feet of a street lot line and shall be visible to pedestrians and motorists in clear view from a public right-of-way. Notices shall not be posted in a public right-of-way or on trees.

E. Contents of Notice. The posted notice shall only contain the following information: planning action number, brief description of the proposal, phone number and address for contact at the Newberg planning and building department.

F. Standards and Timing, Type II Actions. The applicant shall post the notice at least 14 days before a decision is rendered. The applicant shall file with the director an affidavit of posting as identified in subsection (B) of this section within two business days after notice is posted.

G. Standards and Timing, Type III Actions. The applicant shall post the notice at least 20 days before the first scheduled hearing. The applicant shall file with the director an affidavit of posting as identified in subsection (B) of this section within two business days after notice is posted.

H. Removal of Notice. The applicant shall not remove the notice before the final decision. All posted notice shall be removed by the applicant within 10 days following the date of the final decision on the request.

I. Failure to Post Notice. The failure of the posted notice to remain on the property shall not invalidate the proceedings. Failure by the applicant to post a notice and affirm that the posting was completed in conformance with the code shall result in:

1. Postponement of a decision until the mailing requirements have been met; or

2. Postponement of the hearing to the next regularly scheduled meeting or to such other meeting as may be available for the hearing; or

3. The entire process being invalidated; or

4. Denial of the application. [Ord. 2933 § 1 (Exhs. A-1a, A-1b), 2-18-25; Ord. 2451, 12-2-96. Code 2001 § 151.076.]

15.100.270 Procedure for published notice on Type III and Type IV procedures.

A. Notice shall be provided within a newspaper of general circulation within the city at least 10 days prior to the first public hearing on the action.

B. The notice shall reasonably describe:

1. Type III Proceedings. The proposed development permit request, location, file number, the name and phone number of a local government contact person and the location where information may be examined.

2. Type IV Proceedings. The nature of the proposed final action of an amendment to the Newberg comprehensive plan, code or new land use regulation.

C. The notice shall include a statement that all interested persons may appear and provide testimony and that only those persons who participate either orally or in writing in the hearing proceedings leading to the adoption of the action may appeal the decision.

D. The notice shall state the place, date and time of the hearing.

E. See NMC 15.100.240 for Type III notice for annexations. [Ord. 2451, 12-2-96. Code 2001 § 151.077.]

15.100.275 Notice Procedure for Appeals

A. New Hearings.

City staff shall send a mailed notice of an appeal hearing that is a new hearing no later than 15 business days prior to the hearing date. The notice of appeal shall be sent to the applicant, any party entitled to receive the notice of decision, and anyone that provided written comment on the application prior to the date of decision.

B. Record Hearing

City staff shall send mailed notice of an appeal hearing to the applicant and parties of record from any prior hearing on the application.

Staff Comment: Notice procedures for appeals are currently unclear. Staff has done it the last few times, and this is to make it clear that city staff will send out the appeal notices and who will receive them.

NMC 15.205 NONCONFORMING USES AND BUILDINGS

NMC 15.205.100 Nonconforming signs.

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E. Sign Modifications. Signs not in compliance with the provisions of this code, when replaced, relocated, modified or altered, shall be brought into compliance with this code. For purposes of this section, a modification or alteration shall not include the following:

1. Maintenance and repairs such as cleaning, painting, refacing, replacing damaged portions of the sign, or similar activities that do not involve a change to the height, dimensions, materials, or location of the sign ~~in copy~~ except as otherwise allowed by this section.

2. A change of a panel on a sign ~~for three or more tenants~~ designed to have removable panels which does not change the height, dimensions, materials, or location of the sign, except as otherwise allowed by this section.

3. A modification to any part ~~of the existing cabinet and/or face~~ of the sign that reduces the degree of nonconformity to the provisions of this code ~~that results in a reduction in size and/or height of the sign and that does not involve a change in copy~~.

Staff comment: Currently, the code requires that nonconforming signs be brought into conformance when there is a change of copy, which is excessive and may conflict with constitutional protections. The above amendments are intended to clarify when full conformity with the code is required.

NMC 15.210 CODE ADJUSTMENTS

15.210.020 Type I adjustments and approval criteria

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A. Yard Setback Dimensions, Lot Area, Percentage of Lot Coverage, Parking Coverage, and Lot Dimensions.

1. The director may approve adjustments to:

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e. Required setback landscape buffering between parking areas and service drives and lot lines adjacent to streets. A reduction in buffering may be granted to provide space for required parking and service drives or to preserve existing trees elsewhere on the site. No less than 10 feet of landscape buffering must be provided, and at least 50 percent of the applicable street frontages must meet the full required buffering.

Staff comment: This resolves a conflict in the code between NMC 15.410.070(E)(3) allowing parking areas, parking spaces, or parking buildings to be located in any required yard, and NMC 15.420.010(B)(3)(b) requiring a landscape buffer between property lines adjacent to a street and parking areas or service drives. The proposed code adjustment provides the ability for limited reductions in buffering if site conditions require, provided at least 50% of the applicable frontages meet the full standard, providing substantial compliance with the buffering requirement. In no cases shall less than 10 feet of buffering be allowed.

NMC 15.215 VARIANCE PROCEDURES

15.215.060 Variance must be exercised to be effective.

~~A variance granted under this code shall be effective only when the exercise of the right granted thereunder shall be commenced within one year from the effective date of the decision. The director may authorize extensions of the duration of the decision for an additional 12 months each not to exceed five years upon written application where necessary to complete substantially the same project for which the variance was granted and the applicable variance criteria and zoning of the subject property have not changed. In case such right is not exercised, or extension obtained, the variance decision shall be void. Any variance granted pursuant to this code is transferable to subsequent owners or contract purchasers of the property unless otherwise provided at the time of granting such variance.~~

A. A variance granted under this title collectively with all other land use approvals granted with the variance shall be effective only when the exercise of the right granted thereunder has commenced. A variance shall expire at the same time the other land use approvals granted with the variance expire. Any extensions granted for these other land use approvals shall extend the duration of the variance approval by the same amount of time, provided the extension is necessary to complete substantially the same project for which the variance was granted and the applicable variance criteria and zoning of the subject property have not changed.

B. All other variances granted under this code shall be effective only when the exercise of the right granted thereunder shall be commenced within two years from the effective date of the decision. The director may authorize extensions of the duration of the decision for an additional 12 months each not to exceed five years upon written application where necessary to complete substantially the same project for which the variance was granted and the applicable variance criteria and zoning of the subject property have not changed.

C. In case such right is not exercised, or extension obtained, the variance decision shall be void. Any variance granted pursuant to this code is transferable to subsequent owners or contract purchasers of the property unless otherwise provided at the time of granting such variance.

Staff comment: This is to address the timelines of concurrent projects like design review that have a longer timeline (i.e. 2 years). This ensures the project has the same overall deadline rather than different timelines for various portions of the project. This helps with construction loans and other timing issues.

NMC 15.220 SITE DESIGN REVIEW

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15.220.020 Site design review applicability.

A. Applicability of Requirements. Site design review shall be required prior to issuance of building permits or commencement of work for all improvements noted below. Site design review permits shall be processed as either Type I or Type II, as noted below.

1. Type I. There are two subcategories of Type I site design review. Except as otherwise required by this code, uses listed in this subsection and indicated with an asterisk (*) do not require a land use application and are processed concurrently with any application for a building permit when such permit is required. All other uses listed in this subsection require a Type I land use application which must be approved before building permits may be issued for the project.

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n. Accessory dwelling units*;~~.~~

o. Single room occupancy developments with four to six units*;

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2. Type II.

a. Any new development or remodel which is not specifically identified within subsection (A)(1) ~~or~~ ,(A)(3) or (A)(4) of this section.

b. Telecommunications facilities.

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Staff comment: To comply with HB 2138 (2025) and HB 3395 (2023) requiring cities to allow single room occupancies, effective January 1, 2027. More than 6 units for SRO would fall into Type II consistent with multi-family. The addition to A(4) is to reference the exemptions section.

4. Exemptions to Type I and Type II Process. The following development activities are exempt from Type I or Type II standards:

a. Replacement of an existing item such as a roof, floor, door, window or siding.

b. Remodels that are completely internal to an existing structure~~ and do not substantially change or expand the existing use of the structure~~.

c. Change of use that does not require additional parking or result in a substantial alteration to the site or exterior of a building.

d. Minor exterior alterations that the director deems necessary to comply with the building code or a fire and life safety requirement are exempt.

Staff comment: The code currently requires Changes of Use to be reviewed through a Type II Design Review, but the review is unnecessary where the change does not involve new development or any alteration to the site or building exterior.

15.220.050 Criteria for design review.

A. Type I. The following criteria are required to be met in order to approve a Type I design review request:

1. Zoning District Compliance. The proposed use shall be listed as a permitted or conditionally permitted use in the zoning district in which it is located as found in NMC 15.305.010 through 15.336.020.

2. Setbacks and General Requirements. The proposal shall comply with NMC 15.405.010 through 15.405.050 relating to lot size, lot coverage, and parking coverage requirements; NMC 15.410.010 through 15.410.080 dealing with yard setback, special setback, and vision clearance requirements; and NMC 15.415.010 through 15.415.070 dealing with height restrictions, public access, and residential development standards.

3. Landscaping Requirements. The proposal shall comply with NMC 15.420.010 dealing with landscape requirements and landscape screening.

4. Signs. Signs shall comply with NMC 15.435.010 et seq. dealing with signs.

5. Parking. Parking areas shall meet the requirements of NMC 15.440.010.

6. Sufficient Infrastructure shall be provided to comply with the requirements of NMC 15.505 Public Improvement Standards. ~~For all triplex dwellings, quadplex dwellings, townhouse dwellings, and cottage cluster developments, the city shall work with the applicant to ensure that sufficient infrastructure will be provided, or can be provided, to include:~~

~~a. Connection to a public wastewater system capable of meeting established service levels.~~

~~b. Connection to a public water system capable of meeting established service levels.~~

~~c. Access via public or private streets meeting adopted emergency vehicle access standards to a city's public street system.~~

~~d. Storm drainage facilities capable of meeting established service levels for storm drainage.~~

Staff comment: This is updated for legal sufficiency. The language "work with" is not a standard.

B. Type II or III. The following criteria are required to be met in order to approve a Type II or III design review request:

1. Design Compatibility. The proposed design review request incorporates an architectural design which is the same as existing or proposed uses and structures in the surrounding area. This shall include, but not be limited to, building architecture, materials, colors, roof design, landscape design, and signage.

2. Zoning District Compliance. The proposed use shall be listed as a permitted or conditionally permitted use in the zoning district in which it is located as found in NMC 15.305.010 through 15.336.020. Through this site review process, the director may make a determination that a use is determined to be similar to those listed in the applicable zoning district, if it is not already specifically listed. In this case, the director shall make a finding that the use shall not have any different or more detrimental effects upon the adjoining neighborhood area than those specifically listed.

3. Subdistrict Compliance. Properties located within subdistricts shall comply with the provisions of those subdistricts located in NMC 15.340.010 through 15.348.060.

4. Setbacks and General Requirements. The proposal shall comply with NMC 15.405.010 through 15.405.050 relating to lot size, lot coverage, and parking coverage requirements; NMC 15.410.010 through 15.410.080 dealing with yard setback,

special setback, and vision clearance requirements; and
NMC 15.415.010 through 15.415.070 dealing with height restrictions, public access, and residential development standards.

5. Landscaping Requirements. The proposal shall comply with NMC 15.420.010 dealing with landscape requirements and landscape screening.

6. Signs. Signs shall comply with NMC 15.435.010 et seq. dealing with signs.

7. Parking and On-Site Circulation. Parking areas shall meet the requirements of NMC 15.440.010. Parking studies shall be required to determine if adequate parking and circulation are provided for uses not specifically identified in NMC 15.440.010. Provisions shall be made to provide on-site circulation without using the public streets as part of the parking lot circulation pattern. Parking areas shall be designed so that vehicles can efficiently enter and exit the public streets with a minimum impact on the functioning of the public street.

8. Manufactured Dwelling, Mobile Home and RV Parks. Manufactured dwelling and mobile home parks shall also comply with the standards listed in NMC 15.445.075 through 15.445.100 in addition to the other clear and objective criteria listed in this section. RV parks also shall comply with NMC 15.445.170 in addition to the other criteria listed in this section.

9. Alternative Circulation, Roadway Frontage Improvements and Utility Improvements including compliance with NMC 15.505 Public Improvement Standards. New developments shall provide for access for vehicles and pedestrians to adjacent properties which are currently developed or will be developed in the future. This may be accomplished through the provision of local public streets or private access and utility easements. At the time of development of a parcel, provisions shall be made to develop the adjacent street frontage in accordance with city street standards and the standards contained in the transportation plan. At the discretion of the city, these improvements may be deferred through use of a deferred improvement agreement or other form of security.

10. Traffic Study Improvements. If a traffic study is required under NMC 15.220.030(B)(14), improvements identified in the traffic study shall be implemented as required by the director.

Staff comment: This is updated for actual code language used in criteria design review to be consistent with other sections.

15.220.060 Additional requirements for multifamily and more than six (6) single room occupancy residential projects.

The purpose of this section is to ensure that multifamily residential containing five or more units and single room occupancy developments containing more than six (6) units meet minimum standards for good design, provide a healthy and attractive environment for those who live there, and are compatible with surrounding development.

A. Review Process. Two review processes are available for review of multifamily and more than six (6) single room occupancy residential developments: objective and discretionary. An applicant may choose which process to use. The objective process uses clear and objective standards that do not require the use of discretionary decision-making. The discretionary process uses design guidelines that are more subjective in nature and are intended to provide the applicant with more design flexibility. Regardless of the review process, the applicant must demonstrate how the applicable standards or guidelines are being met.

As part of the discretionary site design review process, an applicant for a new multifamily or single room occupancy development with more than six (6) unit ~~residential~~ project must demonstrate that some of the following site and building design elements, each of which has a point value, have been incorporated into the design of the project. At least 14 points are required for smaller multifamily projects with five to eight units and at least 20 points are required for multifamily projects with nine or more units. ~~For more information and illustrations of each element, refer to the Newberg Residential Development Design Guidelines (July 1997).~~

A project may be reviewed using only one of the two review processes. For example, a project may not use some of the objective standards and some of the discretionary guidelines for one application. ~~Pursuant to Chapters 15.100 and 15.220 NMC:~~

~~1. A Type II review is required for:~~

~~a. Projects in zones R-2, R-3, RP, AR, C-3 (except along Hancock Street), C-4, and I following the objective process.~~

~~b. Projects in zones R-3, AR, C-3 (except along Hancock Street), and I following the discretionary process.~~

~~2. A Type III site design review is required for:~~

~~a. Projects in zones R-2, RP and C-4 following the discretionary process.~~

~~b. Projects in zones R-1, R-4, C-2, C-3 (Hancock Street) (conditional use permit also required).~~

B. Design Guidelines and Standards. Applicable guidelines and standards for multi-unit and congregate housing are located in Table 15.220.060(B). These standards should not be interpreted as requiring a specific architectural style.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
Site Design Elements		
1. Private and Shared Recreation Areas	Consolidate green space to increase visual impact and functional utility. This applies to larger projects which collectively have a significant amount of open space areas which can be consolidated into children's play areas, gardens, and/or dog-walking areas (three points).	a. Private Areas. Each ground-level living unit in a residential development subject to a design review plan approval shall have an accessible outdoor private space of not less than 48 square feet in area. The area shall be enclosed, screened or otherwise designed to provide increased privacy for unit residents, their guests and neighbors. b. Individual and Shared Areas. In addition to the private open space identified above, usable outdoor recreation space shall be provided for the individual and/or shared use of residents and their guests in any multifamily or single room occupancy ~~residential~~ development with more than 6 units, as follows: i. One- or two-bedroom units: 200 square feet per unit. ii. Three- or more bedroom units: 300 square feet per unit. iii. Storage areas are required in residential developments. Convenient areas shall be provided in residential developments for the storage of articles such as bicycles, barbecues, luggage, outdoor furniture, and the like. These shall be entirely enclosed and shall be a minimum of 18 square feet per dwelling unit.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
2. Site Vegetation	Preserve existing natural features, including topography, water features, and/or native vegetation (three points).	The proposal shall adhere to the landscaping standards in Chapter 15.420 NMC.
3. Building Setbacks	Use the front setback to build a street edge by orienting building(s) toward the street with a relatively shallow front yard (12 to 15 feet for two-story buildings) to create a more "pedestrian-friendly" environment (three points).	The proposal shall adhere to the base zone standard for building setbacks listed in Chapter 15.410 NMC.
4. Vehicle Parking	Place parking lots to the sides and/or back of projects so that front yard areas can be used for landscaping and other "pedestrian-friendly" amenities (three points).	Parking for the development shall comply with the following: a. On-site surface parking areas, garages, and vehicle maneuvering areas shall not be located directly between the facade of a primary building(s) and an abutting street right-of-way. b. Parking located to the side of a dwelling structure shall be limited to 50% of the linear frontage of the site. Drive aisles without adjacent parking spaces do not count as parking areas for purposes of this standard.
5. Multiple Building Groupings	Create "outdoor" rooms in larger projects by grouping buildings to create well-defined outdoor spaces (two points).	Adhere to the design standards in Private and Shared Recreation Areas, above.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
6. Landscaping	Provide good-quality landscaping. Provide coordinated site landscaping sufficient to give the site its own distinctive character, including the preservation of existing landscaping and use of native species (two points).	The proposal shall adhere to the landscaping standards in Chapter 15.420 NMC.
7. Parking Vegetation Buffer	Landscape at the edges of parking lots to minimize visual impacts upon the street and surrounding properties (two points).	Parking design and landscape shall adhere to the standards in Chapters 15.440 and 15.420 NMC.
8. Street Trees	Use street trees and vegetative screens at the front property line to soften visual impacts from the street and provide shade (one point).	The proposal shall adhere to the street trees and landscaping amenities in public rights-of-way standards in NMC 15.420.020. On-site landscaping shall adhere to the standards in Chapter 15.420 NMC.
9. Outdoor Furnishings	Use site furnishings to enhance open space. Provide communal amenities such as benches, playground equipment, and fountains to enhance the outdoor environment (one point).	User amenities—such as tables, benches, trees, shrubs, planter boxes, garden plots, drinking fountains, spas, or pool—may be placed in outdoor shared recreation areas.
10. Fencing	Keep fences neighborly by keeping them low, placing them back from the sidewalk, and using compatible building materials (one point).	The proposal shall adhere to the fence height standards in NMC 15.410.070(D).
11. Entrance Building Materials	Use entry accents such as distinctive building or paving materials to mark major entries to multifamily buildings or to individual units (one point).	Building entrances shall be emphasized through the use of recesses, projections, corner entries, or landscape treatments.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
12. Outdoor Lighting	Use appropriate outdoor lighting which enhances the nighttime safety and security of pedestrians without causing glare in nearby buildings (one point).	a. Uses on the site shall be illuminated as follows: (1) Parking and loading areas: 0.5 footcandle minimum. (2) Walkways: 0.5 footcandle minimum and average of 1.5 footcandles. (3) Building entrances: 1 footcandle minimum with an average of 3.5 footcandles, except that secondary entrances may have an average of 2.0 footcandles. b. Maximum illumination at the property line shall not exceed 0.5 footcandles. However, where a site abuts a nonresidential district, maximum illumination at the property line shall not exceed 1 footcandle. This standard applies to adjacent properties across a public right-of-way. c. Developments shall use full cut-off lighting fixtures to avoid off-site lighting, night sky pollution, and shining lights into residential units.
Building Design Elements		

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
1. Building Orientation and Entrances	Orient buildings toward the street. For attached single-family and smaller multifamily projects, this means orienting individual entries and porches to the street. In larger projects with internal circulation and grounds, this means that at least 10 percent of the units should have main entries which face the street rather than be oriented toward the interior (three points).	a. The primary building entry, or entries, for ground-floor units shall face the street right-of-way or a central common open space. Secondary entries may face parking lots or other interior site areas. b. For sites not on an arterial street, at least 50% of a site's street frontage, excluding driveways, shall be occupied by buildings that are located no further than 10 feet from the required setback line. c. For sites on an arterial street, at least 50% of a site's street frontage, excluding driveways, shall be occupied by buildings that are located no further than 20 feet from the required setback line.
2. Building Height	Respect the scale and patterns of nearby buildings by reflecting the architectural styles, building details, materials, and scale of existing buildings (three points).	The proposal shall adhere to the base zone standard for building height listed in NMC 15.415.020.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
3. Building Articulation	Break up large buildings into bays by varying planes at least every 50 feet (three points).	a. Street-facing building facades shall be divided into wall planes. The wall plane on the exterior of each dwelling unit shall be articulated by doing one or more of the following: (1) Incorporating elements such as porches, balconies, or decks into the wall plane. (2) Recessing the building a minimum of 2 feet deep x 6 feet long. (3) Extending an architectural bay at least 2 feet from the primary street-facing facade. b. To avoid long, monotonous, uninterrupted walls, buildings shall incorporate exterior wall off-sets, projections and/or recesses. At least 1 foot of horizontal variation shall be used at intervals of 40 feet or less along the building's primary facade on the ground-floor level.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
4. Building Facade Design	Provide variation in repeated units of large multifamily projects so that these projects have recognizable identities. Elements such as color; porches, balconies, and windows; railings; and building materials and form, either alone or in combination, can be used to create this variety (three points).	a. Windows and the glass portion(s) of doors with glazing shall occupy a minimum of 25% of the total street-facing facade. b. Buildings shall have a distinct base and top. The base of the building (ground-floor level) shall be considered from grade to 12 feet above grade. The base shall be visually distinguished from the top of the building by any of the following physical transitions: a change in brick pattern, a change in surface or siding materials, a change in color, or a change in the size or orientation of window types. c. Blank, windowless walls in excess of 750 square feet are prohibited when facing a public street, unless required by the Building Code. In instances where a blank wall exceeds 750 square feet, it shall be articulated (see Building Articulation, above) or landscaping shall be planted in front of it that will grow to cover 50% of the wall withing 3 years of planting. d. Garage doors shall be painted to match the color or color palette used on the rest of the buildings.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
5. Building Materials	Use some or all of the following materials in new buildings: wood or wood-like siding applied horizontally or vertically as board and batten; shingles, as roofing, or on upper portions of exterior walls and gable ends; brick at the base of walls and chimneys; wood or wood-like sash windows; and wood or wood-like trim (one point for each material described above).	The following building materials are prohibited on street-facing building facades and shall not collectively be used on more than 35% of any other building facade: (1) Vinyl PVC siding; (2) T-111 plywood; (3) Exterior insulation finishing (EIFS); (4) Corrugated metal; (5) Unfinished or untextured concrete or concrete block; (6) Spandrel glass; (7) Sheet pressboard.
6. Architectural Elements	Incorporate architectural elements of one of the city's historical styles (Queen Anne, Dutch colonial revival, colonial revival, or bungalow style) into the design to reinforce the city's cultural identity. Typical design elements which should be considered include, but are not limited to, "crippled hip" roofs, Palladian-style windows, roof eave brackets, dormer windows, and decorative trim boards (two points).	The applicant is encouraged to incorporate elements of one of the city's historical styles (Queen Anne, Dutch colonial revival, colonial revival, or bungalow style) into the design to reinforce the city's cultural identity.
7. Carports and Garages	Keep garages and carports secondary to the building by placing them to the side or back of units and/or using architectural designs, materials, and landscaping to buffer visual impacts from the street (two points).	a. On-site garages or carports shall not be located directly between the facade of a primary building(s) and an abutting street right-of-way. b. All garages or carports that are part of the same structure that contains dwelling units shall be located at least 4 feet behind the front building facade.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
8. Front Porches	Provide a front porch at every main entry as this is both compatible with the city's historic building pattern and helps to create an attractive, "pedestrian-friendly" streetscape (two points).	Provide a front porch or patio for at least one main entry.
9. Roofs	Use sloped roofs at a pitch of 3:12 or steeper. Gable and hip roof forms are preferable (two points).	Where a sloped roof is proposed, the sloped roof shall be at a pitch of 3:12 or steeper.

Staff comment: Updated the additional multi-family standards to also include when more that 6 SRO units are being proposed that they have to meet the additional standards

NMC 15.235 LAND DIVISIONS

15.235.050 Preliminary plat approval process.

A. Approval Criteria. By means of a Type II procedure for a partition, or a Type II or III procedure for a subdivision per NMC 15.235.030(A), the applicable review body shall approve, approve with conditions, or deny an application for a preliminary plat. The decision shall be based on findings of compliance with all of the following approval criteria:

1. The land division application shall conform to the requirements of this chapter;

2. All proposed lots, blocks, and proposed land uses shall conform to the applicable provisions of NMC Division 15.400, Development Standards;

3. Access to individual lots, and public improvements necessary to serve the development, including but not limited to water, wastewater, stormwater, and streets, shall conform to Division 15.500 NMC, Public Improvement Standards;

4. The proposed plat name is not already recorded for another subdivision, and satisfies the provisions of ORS Chapter 92;

5. The proposed streets, utilities, and stormwater facilities are adequate to serve the proposed development at adopted level of service standards, conform to the City of Newberg adopted master plans and applicable Newberg public works design and construction standards, and allow for transitions to existing and potential future development on adjacent lands. The preliminary plat shall identify all proposed public improvements and dedications;

6. All proposed private common areas and improvements, if any, are identified on the preliminary plat and maintenance of such areas is assured through the appropriate legal instrument;

7. Evidence that any required state and federal permits, as applicable, have been obtained or can reasonably be obtained prior to development; and

8. Evidence that improvements or conditions required by the city, road authority, Yamhill County, special districts, utilities, and/or other service providers, as applicable to the project, have been or can be met.

B. Middle Housing Land Division Criteria. The decision to approve a middle housing land division, processed as either a Type II or Type III procedure per NMC 15.100.030(B), shall be based on following:

1. ~~In addition to subsection (A) of this section,~~ ~~a~~A middle housing land division shall comply with the following:

a. A proposal for development of middle housing in compliance with the Oregon Residential Specialty Code and land use regulations applicable to the original lot or parcel allowed under ORS 197A.420(5);

b. Separate utilities for each dwelling unit;

c. Proposed easements necessary for each dwelling unit on the plan for:

i. Locating, accessing, replacing and servicing all utilities;

ii. Pedestrian access from each dwelling unit to a private or public road;

iii. Any common use areas or shared building elements;

iv. Any dedicated driveways or parking; and

v. Any dedicated common area;

d. Exactly one dwelling unit on each resulting lot or parcel, except for lots containing ~~, parcels or tracts used as common areas~~ an existing detached single-unit dwelling and accessory dwelling unit, or an existing duplex, as allowed under ORS 197A.420 (4). Dwellings are not permitted on parcels or tracts designated as common areas;

e. Evidence demonstrating how buildings or structures on a resulting lot or parcel will comply with applicable building code provisions relating to new property lines;

f. Notwithstanding the creation of new lots or parcels, how structures or buildings located on the newly created lots or parcels will comply with the Oregon Residential Specialty Code;

g. Conditions may be added to the approval of a tentative plan for a middle housing land division to:

i. Prohibit the further division of the resulting lots or parcels.

ii. Require that a notation appear on the final plat indicating that the approval was given under this section;

~~h~~2. In reviewing an application for a middle housing land division, the city shall:

~~i~~a. Apply the procedures ~~under ORS 197.360 to 197.380.~~ applicable to an expedited land division under ORS 197A.140, if requested by the applicant and without regard to the criteria in ORS 197A.142(1)

~~ii~~b. Require street frontage improvements where a resulting lot or parcel abuts the street consistent with land use regulations implementing ORS ~~197.758~~ 197A.420.

~~iii~~c. May not subject an application to approval criteria except as provided in this section, including that a lot or parcel require driveways, vehicle access, parking or minimum or maximum street frontage.

~~iv~~d. May not subject the application to procedures, ordinances or regulations adopted under ORS 92.044 or 92.046 that are inconsistent with this section or ~~ORS 197.360 to 197.380.~~, only if requested by the applicant under ORS 197A.140.

~~v~~e. ~~May~~ ~~a~~Allow the submission of an application for a middle housing land division at the same time as the submission of an application for building permits for the middle housing.

~~vi~~f. May require the dedication of right-of-way if the original parcel did not previously provide a dedication.

~~vii. The type of middle housing developed on the original parcel is not altered by a middle housing land division.~~

~~viii. Notwithstanding ORS 197.312(5), a city or county is not required to allow an accessory dwelling unit on a lot or parcel resulting from a middle housing land division.~~

~~ix~~g. The tentative approval of a middle housing land division is void if and only if a final subdivision or partition plat is not approved within three years of the tentative approval.

~~x. Nothing in this section or ORS 197.360 to 197.380 prohibits a city or county from requiring a final plat before issuing building permits.~~

C. Conditions of Approval. The city may attach such conditions as are necessary to carry out provisions of this code, and other applicable ordinances and regulations.

Staff comment: Updated to be consistent with current state statute of ORS 92.031 and Middle Housing Land Divisions that must be requested by the applicant to be an expedited land division. Clarification on existing houses/ADU's/duplexes as part of a middle housing land division.

15.235.070 Final plat submission requirements and approval criteria.[2]

Final plats require review and approval by the director prior to recording with Yamhill County. Final plat applications for developments that include public infrastructure improvements will not be deemed complete until construction of all required public improvements have achieved at least substantial completion or the director determines substantial completion is imminent. The final plat submission requirements, approval criteria, and procedure are as follows:

A. Submission Requirements. The applicant shall submit the final plat within two years of preliminary plat approval, or as otherwise provided for in NMC 15.235.030. The format of the plat shall conform to ORS Chapter 92. The final plat application shall include the following items:

1. One original and one identical copy of the final plat for signature. The plat copies shall be printed on mylar, and must meet the requirements of the county recorder and county surveyor. The plat must contain a signature block for approval by the city recorder and community development director, in addition to other required signature blocks for county approval. Preliminary ~~paper~~ electronic copies of the plat are acceptable for review at the time of final plat application.

2. Written response to any conditions of approval assigned to the land division describing how conditions of approval have been met.

3. A title report for the property, current within six months of the final plat application date.

4. Copies of any required dedications, easements, or other documents.

5. Copies of all homeowner's agreements, codes, covenants, and restrictions, or other bylaws, as applicable. This shall include documentation of the formation of a homeowner's association, including but not limited to a draft homeowner's association agreement regarding the maintenance of planter strips adjacent to the rear yard of proposed through lots.

6. Copies of any required maintenance agreements for common property.

7. Any other item required by the city to meet the conditions of approval assigned to the land division, including documentation of closeout of the public improvement permit for any required public infrastructure improvements.

B. Approval Process and Criteria. By means of a Type I procedure, the director shall review and approve, or deny, the final plat application based on findings of compliance or noncompliance with the preliminary plat conditions of approval. [Ord. 2940 § 1 (Exhs. A-1a, A-1b), 11-17-25; Ord. 2813 § 1 (Exh. A § 7), 9-5-17.]

NMC 15.240 PD PLANNED UNIT DEVELOPMENT REGULATIONS

//

~~**15.240.060 Middle housing land divisions.**~~

~~Middle housing land divisions proposed as part of a planned unit development shall follow the lot requirements set forth in NMC 15.405.050 and 15.410.080.~~

NMC 15.303 USE CATEGORIES

15.303.200 Residential Uses

The following residential uses are defined in NMC 15.05.030:
//
T. Single room occupancy.

Staff Comments: Adds single use occupancy use category to comply with HB 2138 (2025) and HB 3395(2023) requiring cities to allow single room occupancies, effective January 1, 2027.

NMC 15.305 ZONING USE TABLE

Staff Comments: Amendments to Zoning Use Table begin on next page.

15.305.020 Zoning use table – Use districts.

#	Use	R-1	R-2	R-3	R-4	RP	C-1	C-2	C-3	C-4	M-E	M-1	M-2	M-3	M-4-I	M-4-C	M-5	CF	I	AR	AI	Notes and Special Use Standards
//																						
200	**RESIDENTIAL USES**																					
Def.	Single room occupancy (4-6 Units)	P(2)	P	P(3)	-	P	-	-	-	-	X	-	-	-	-	-	-	-	P	P(6)	-	Subject to lot or development site area requirements of NMC 15.405.010
Def.	Single room occupancy (More than 6 units)	-	P	P(3)	-	P	-	-	P(8)	-	X	-	-	-	-	-	P(8)	-	P	-	-	Subject to lot or development site area requirements of NMC 15.405.010
~~Def.~~	~~Manufactured home on individual lot~~	~~S(2)~~	~~S~~	~~S(3)~~	~~P(7)~~	~~S~~	-	-	-	-	~~X~~	-	-	-	-	-	-	-	-	~~P(6)~~	-	~~NMC 15.445.050 – 15.445.070; subject to lot or development site area requirements of NMC 15.405.010~~

Key:

P: Permitted use

S: Special use – Use requires a special use permit

C: Conditional use – Requires a conditional use permit

X: Prohibited use

(#): See notes for limitations

Notes.

//

(2) Limited to one per lot as a permitted use. ~~More than one per lot allowed only through a conditional use permit or planned unit development, subject to density limits of NMC 15.405.010(B).~~

(3) Permitted on individual lots created prior to November 17, 1992. Homes or single room occupancies on individual lots created on or after November 17, 1992, will only be permitted through the planned unit development process.

//

(6) One single-family, duplex, triplex or quadplex dwelling, single room occupancy development, or up to four townhouses or cottage dwellings per lot with the addition of a tie-down or hangar for an airplane. At a minimum, a paved tie-down or hangar shall be provided on the property, or the property shall include permanent rights to a private hangar within the subdivision. See Chapter 15.336 NMC.

(7) The homes are not subject to the development standards set forth in NMC 15.445.050 through 15.445.070.

(8) The units must be located on the same lots as another use permitted or conditionally permitted in the C-3 or M-5 zone and may not occupy the first floor storefront area (the portion of the building closest to the primary street), except on E/W Second Street where dwelling units are permitted to occupy the first floor of a building. There shall be no density limitation. Private parking areas or garages are not required for dwelling units located within buildings in existence prior to and including June 30, 1999. Parking shall be provided for all new dwelling units within any building constructed after June 30, 1999, in private parking areas or garages on the basis of one parking space for each dwelling unit.

//

(29) Permitted provided the structure is designed for easy conversion to industrial use~~, including not having fixed seating~~.

Staff Comments for Zoning Use Table: For the following revisions,

- Adds single use occupancy use category to comply with HB 2138 (2025) and HB 3395(2023) requiring cities to allow single room occupancies, effective January 1, 2027.
- Footnote 2 currently applies to the Single-Family use category. The reference to "more than one per lot" is removed because more than one single-family dwelling unit on a lot would be considered a detached form of middle housing (e.g., duplex).
- Deleted reference to manufactured dwelling on individual lot as there is no longer a difference in how manufactured versus stick built homes on individual lots may be regulated by local zoning and development codes, as required by HB 2347(2025). The same is true for middle housing construction. Updated NMC 15.445 to reflect this.
- Footnote 29 updated to remove note about fixed seating as it can be fairly easily removed. Also of note, building code requires fixed seating for churches if no sprinklers.

15.326.025 Springbrook Master Plan Develop Standards Matrix

Staff Comment: The only amendments to the Springbrook District standards are to add the required single room occupancies

DEVELOPMENT STANDARDS MATRIX

DEVELOPMENT STANDARDS	LOW DENSITY RESIDENTIAL	MID – RISE RESIDENTIAL	NEIGHBORHOOD COMMERCIAL	EMPLOYMENT	VILLAGE	HOSPITALITY
LOT REQUIREMENTS						
ALLOWED USE*	• Detached Dwelling Units • Duplex Dwellings • Triplex and Quadplex Dwellings • Attached Dwelling Units • Cottage Clusters • Manufactured Home • Accessory Dwellings • Single room occupancies (4-6 units)	• Attached Dwelling Units • Manufactured Home • Detached Dwelling Units • Duplex Dwellings • Triplex and Quadplex Dwellings • Cottage Clusters • Multifamily Units • Single room occupancies (more than 6 units)	• Retail • Restaurants • Office • Medical Clinics • Financial Institutions • Agriculture • Civic Uses: Post Office Museum Community Center Library	• Industrial Offices (knowledge-based industries where services are primarily provided outside the community) • Light Industrial • Supporting Retail (directly serving the employment district, such as a deli or printing service) • Day Care • Agriculture • Transportation facilities and improvements and utility services	• Retail • Restaurants • Attached Dwelling Units • Manufactured Home • Multifamily Units • Home Occupations • Church • Single room occupancies (more than 6 units)	• Hotel • Restaurant • Spa • Meeting Facilities • Detached Dwelling Units, limited to vacation or transitory use or units for employees or caretakers of other uses within the village or hospitality areas • Manufactured Home • Home Occupations

	• Home Occupations • Passive or Active Use Parks • Agriculture • Civic Uses: Post Office Museum Community Center Library School • Day Care • Group Care Facilities • Church • Transportation facilities and improvements and utility services • Any other building or use determined to be similar to uses listed in this district	• Home Occupations • Passive or Active Use Parks • Agriculture • Civic Uses: Post Office Museum Community Center Library • Day Care • Group Care Facilities • Church • Transportation facilities and improvements and utility services • Any other building or use determined to be similar to uses listed in this district	Day Care • Group Care Facilities • Transportation facilities and improvements and utility services • Services for local residents, such as laundromat or barber • Any other building or use determined to be similar to uses listed in this District		• Artist Studios • Passive or Active Use Parks • Agriculture • Civic Uses: Train Depot Post Office Museum Community Center Library • Day Care • Group Care Facilities • Financial Institutions • Winery • Medical Clinics • Office • Transportation facilities and improvements and utility services • Any other building or use determined to be similar to uses listed in this district	• Retail • Museum • Artist Studios • Group Care Facilities • Agricultural Production or Processing • Passive or Active Use Parks • Transportation facilities and improvements and utility services • Any other building or use determined to be similar to uses listed in this district

NMC 15.332 AIRPORT INDUSTRIAL (AI) DISTRICT

15.332.020 Permitted buildings and uses.

A. In the AI airport industrial district, the following buildings and uses are permitted as hereinafter specifically provided.

B. The buildings and uses are subject to the general provisions and exceptions set forth in this code:
//
22. One residence per hangar with a floor of area of not more than 40 percent of the area of the hangar floor, up to a maximum of 1,500 square feet, for occupancy by the owner of the hangar or an airport hangar caretaker or security officer on each separate parcel.

Staff comment: The amendment clarifies that one residence is permitted with each hangar regardless of ownership (fee simple or condominium) and that occupancy must be related to the airport use. This does not permit vacation rental homes at the airport because vacation rentals are only allowed in single family dwellings which are not permitted in the Airport Industrial District.

NMC 15.346 SPECIFIC PLAN (SP) SUBDISTRICT

15.346.070 Specific plan development standards.

Development standards for specific plans are listed below. The standards shall be utilized in conjunction with the specific plan adopted as an exhibit to the SP overlay subdistrict. This section is intended to be amended as new specific plans are adopted.

A. The Northwest Newberg Specific Plan**.**

\\

6. Residential Density. Residential density is governed by the SP overlay subdistrict. The maximum allowed density is set by the number of lots depicted on the land use plan, Figure 6 of the northwest Newberg specific plan. Additional standards follow:

a. Minimum Lot Size.

i. Single-family detached dwellings, duplex dwellings, ~~or~~ triplex dwellings, or single room occupancies with 4-6 units: 5,000 square feet.

ii. Townhouse dwellings: 1,500 square feet.

iii. Quadplex dwellings or cottage cluster projects: 7,000 square feet.

b. Maximum Lot Coverage.

i. R-1-SP zone: 40 percent (including garage).

ii. R-2-SP zone: 60 percent (including garage).

c. Maximum Density.

i. LDR districts: set by the specific plan (averages 4.4 dwellings per acre).

ii. MDR districts: 8.8 dwellings per acre.

iii. For the purpose of calculating compliance with the maximum density standard, single-family detached and duplex dwellings count as a single dwelling.

iv. Triplex dwellings, quadplex dwellings, townhouse dwellings, single room occupancies with 4-6 units, and cottage cluster projects shall be exempt from the maximum density calculation and shall be subject only to the minimum lot sizes in subsection (A)(6)(a) of this section.

//

B. Springbrook Oaks Specific Plan.

//

8. Residential Density. Residential density is governed by the SP overlay subdistrict.

a. The following development standards shall be applied to Springbrook Oaks for single-family detached dwellings and duplex dwellings (please refer to Graphic VI for map of development areas A through H of the Springbrook Oaks specific plan). See Appendix A, Figure 20. These standards shall supersede any density or density transfer standards established in the development code.

Area	Zone	Minimum Lot Size (Square Feet)	Minimum Lot Area per Dwelling Unit (Square Feet)	Maximum Density (Dwelling Units per Acre)
A	C-2	5,000	NA	NA
B[4, 5]	RP	1,500*	1,500*	21.8*[1]
C[4, 5]	R-3	2,500*	2,500*	13.1*
D[4, 5]	R-2	3,750*	3,750	8.8
E[4, 5]	R-2	5,000	5,000*	6.6*

Area	Zone	Minimum Lot Size (Square Feet)	Minimum Lot Area per Dwelling Unit (Square Feet)	Maximum Density (Dwelling Units per Acre)
F-1[4, 5]	RP	1,500*	1,500*	21.8*
F-2[4, 5]	RP	1,500*	None*[2]	None*[2]
F-3[4, 5]	RP	1,500*	1,500*	21.8*
G	M-1	20,000	NA	NA
H[4, 5]	R-1	5,000*	10,000*[3]	3.3*

* Different than the standards established elsewhere in the development code. Residential land use only permitted on F-1 area for Yamhill County tax lot 3216-02026.

[1] Up to 100 percent of the land zoned RP within area B may be developed for residential use.

[2] There is no limit on the number of dwelling units allowed in area F-2.

[3] Average lot area per dwelling in any one subdivision.

[4] Duplex dwellings are exempt from minimum lot area per dwelling unit. Duplex dwellings count as a single dwelling for the purpose of calculating compliance with the maximum density.

[5] Triplex dwellings, quadplex dwellings, townhouse dwellings, multifamily dwellings, single room occupancies, and cottage cluster projects are permitted on lots meeting the applicable minimum lot areas for the dwelling type in the corresponding zone per NMC 15.405.010(A), and are exempt from the development standards in this table.

Staff Comment: The only amendments to the Specific Plans were to add in the single room occupancies.

~~**15.346.080 Middle housing land divisions.**~~

~~Middle housing land divisions proposed in either the northwest Newberg specific plan or Springbrook Oaks specific plan areas shall follow the lot requirements set forth in this chapter.~~

Staff comment: Middle housing land divisions are not subject to minimum lot size requirements under ORS 92.031, and the original parcel must meet all standards as seen in NMC 15.346.070 as seen above and NMC 15.405.010

NMC 15.405 LOT REQUIREMENTS

15.405.010 Minimum and maximum lot area.

A. In the following districts, each lot or development site shall have an area as shown below except as otherwise permitted by this code:

1. In the R-1, R-2, R-3, R-P and AR districts, the following minimum lot area standards apply:

Zone	Minimum lot area for single family	Minimum lot area for duplex dwelling	Minimum lot area for triplex dwelling	Minimum lot area for quadplex dwelling	Minimum lot area for townhouse	Minimum lot area for cottage cluster	Minimum lot area per dwelling unit for multifamily	Minimum lot area for single room occupancy (4-6 Units)	Minimum lot area per single room occupancy unit (More than 6 units)
R-1	5,000 SF	5,000 SF	5,000 SF	7,000 SF	1,500 SF	7,000 SF	Per conditional use review	5,000 SF	—
R-2	3,000 SF	3,000 SF	5,000 SF	7,000 SF	1,500 SF	7,000 SF	3,000 SF	3,000 SF	1,000 SF
R-3	2,500 SF	2,500 SF	4,500 SF	6,000 SF	1,500 SF	6,000 SF	1,500 SF	2,500 SF	500 SF
R-P	3,000 SF	3,000 SF	5,000 SF	7,000 SF	1,500 SF	7,000 SF	3,000 SF	3,000 SF	1,000 SF
AR	5,000 SF	5,000 SF	5,000 SF	7,000 SF	1,500 SF	7,000 SF	—	5,000 SF	—

2. In the AI, C-1, C-2, C-3, and M-5 districts, each lot or development site shall have a minimum area of 5,000 square feet or as may be established by a subdistrict.

3. In the M-1, M-2, M-3, and M-E districts, each lot or development site shall have a minimum area of 20,000 square feet.

4. Institutional districts shall have a minimum size of five contiguous acres in order to create a large enough campus to support institutional uses; however, additions to the district may be made in increments of any size.

5. Within the commercial and mixed employment district(s) of the riverfront overlay subdistrict, there is no minimum lot size required, provided the other standards of this code can be met.

B. Maximum Lot or Development Site Area per Dwelling Unit.

1. In the R-1 district, the average size of lots in a subdivision intended for single-family development shall not exceed 10,000 square feet.

2. In the R-2 and R-P districts, the average size of lots in a subdivision intended for single-family development shall not exceed 5,000 square feet.

3. In the R-2, AR and R-P districts, when a development site of more than 15,000 square feet of area is to be subdivided, partitioned, or developed with more than one primary dwelling unit on a lot, the average size of the subject lot or lots shall not exceed 5,000 square feet per dwelling unit. For purposes of this subsection, when more than one contiguous lot is under the same ownership it shall be considered a single development site. ~~lots or development sites in excess of 15,000 square feet used for single-family, duplex, triplex, quadplex, multifamily dwellings or cottage cluster projects shall be developed at a minimum of one dwelling per 5,000 square feet lot area~~.

4. In the R-3 district, when a development site of more than 15,000 square feet of area is to be subdivided, partitioned, or developed with more than one primary dwelling unit on a lot, the average size of the subject lot or lots shall not exceed 2,500 square feet per dwelling unit. For purposes of this subsection, when more than one contiguous lot is under the same ownership it shall be considered a single development site. ~~lots or development sites in excess of 15,000 square feet used for multiple single-family, duplex, triplex, quadplex, multifamily dwellings or cottage cluster projects shall be developed at a minimum of one dwelling per 2,500 square feet lot area.~~

Staff Comment: To clarify when development needs to meet the minimum density for large development sites. This exempts from the minimum density standard the development of one single family dwelling and its accessory uses on an existing legal lot of record to avoid takings.

~~15.405.050 Middle housing land divisions.~~

~~Applications for middle housing land divisions shall follow the lot requirements set forth in this chapter.~~

NMC 15.410 YARD SETBACK REQUIREMENTS

15.410.070 Yard exceptions and permitted intrusions into required yard setbacks.

The following intrusions may project into required yards to the extent and under the conditions and limitations indicated:

\\

E. Parking and Service Drives (Also Refer to NMC 15.440.010 through 15.440.080).

1. In any district, service drives or accessways providing ingress and egress shall be permitted, together with any appropriate traffic control devices in any required yard.

2. In any residential district, public or private parking areas and parking spaces shall not be permitted in any required yard except as provided herein:

a. Required parking spaces shall be permitted on service drives in the required front yard in conjunction with any single-family detached dwelling, duplex dwelling, triplex dwelling, quadplex dwelling, or townhouse dwelling on a single lot.

b. Recreational vehicles, boat trailers, camperettes and all other vehicles not in daily use are restricted to parking in the front yard setback for not more than 48 hours; and recreational vehicles, boat trailers, camperettes and all other vehicles not in daily use are permitted to be located in the required interior yards.

c. Public or private parking areas, parking spaces or any building or portion of any building intended for parking which have been identified as a use permitted in any residential district shall be permitted in any interior yard that abuts an alley, provided said parking areas, structures or spaces shall comply with NMC 15.440.070, Parking tables and diagrams (Diagrams 1 through 3).

d. Public or private parking areas, service drives or parking spaces which have been identified as a use permitted in any residential district shall be permitted in interior yards; provided, that said parking areas, service drives or parking spaces shall comply with other requirements of this code.

3. In any commercial or industrial district, except C-1, C-4, M-1, and M-E, public or private parking areas or parking spaces shall be permitted in any required yard (see NMC 15.410.030) subject to the landscaping requirements of NMC 15.420.010(B)(3). Parking requirements in the C-4 district and the M-E district within the riverfront overlay subdistrict are described in NMC 15.352.040(H).

4. In the I district, public or private parking areas or parking spaces may be no closer to a front property line than 20 feet, and no closer to an interior property line than five feet.

Staff Comment: This is to fix an inconsistency in the code regarding landscaping requirements being more stringent but not reflected here. Code adjustments are also proposed for landscaping buffers as seen in amendments to NMC 15.210.020.

//

~~**15.410.080 Middle housing land divisions**~~

~~Applications for middle housing land divisions shall follow the yard setback requirements set forth in this chapter.~~

NMC 15.415 BUILDING AND SITE DESIGN STANDARDS

//

15.415.050 Rules and exceptions governing triplex and quadplex dwellings, townhouse dwellings and cottage cluster projects.

A. Where permitted, triplex dwellings and quadplex dwellings are subject to the following provisions:

//

3. Garages and Off-Street Parking Areas. Garages and off-street parking areas shall not be located between a building and a public street (other than an alley), except in compliance with the standards in subsections (A)~~(2)~~(3)(a) and (b) of this section.

a. The garage or off-street parking area is separated from the street property line by a dwelling; or

b. The combined width of all garages and outdoor on-site parking and maneuvering areas does not exceed a total of 50 percent of the street frontage.

Staff Comment: This is just a cleanup to cite correct reference.

//

C. Where permitted, cottage cluster projects are subject to the following provisions:

//

6. Community Buildings. Cottage cluster projects may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting

rooms, guest housing, exercise rooms, day care, or community eating areas. ~~Community buildings must meet the following standards:~~

~~a. A community building that meets the development code's definition of a dwelling unit must meet the maximum 900 square foot footprint limitation that applies to cottages, unless a covenant is recorded against the property stating that the structure is not a legal dwelling unit and will not be used as a primary dwelling.~~

//

9. Accessory Structures. Accessory structures must not exceed 400 square feet in floor area. Cottage cluster community buildings are not considered accessory structures.

Staff Comment: Updated to clarify that community buildings for cottage clusters are not accessory structures and remove the language about dwelling unit for community buildings on Tracts that would conflict with changes to Middle housing land divisions in NMC 15.235.050(B)(1)(k)

~~15.415.070 Middle housing land divisions.~~

~~Applications for middle housing land divisions shall follow the building and site design standards set forth in this chapter~~

Staff Comment: Middle housing land divisions must only have the original "parent" lot meet all the standards, not subdivided ones. This is still expressed in NMC 15.235

NMC 15.435 SIGNS

15.435.050 Major freestanding signs.

A. Number.

1. ~~Residential, I, and CF~~ All Zones. One major freestanding sign is allowed on each street frontage, plus one sign for each full 600 feet of street frontage. Only one sign on each street frontage may be an animated sign.

~~2. Other Zones. Not more than one major freestanding sign shall be located on any one street frontage.~~

Staff Comment: The allowance of one additional freestanding sign for each 600 feet of frontage is to accommodate large campus properties that have multiple entrances with a need for additional signage (i.e. A-DEC). There are fewer than five properties currently that are not residential, institutional (I) or community facilities (CF) Zones that have more than 600 feet of frontage. This also does not eliminate the 100 square feet maximum for signs in these other zones.

//

C. Height and Setbacks. Freestanding signs regulated by this section are not subject to the setback requirements of NMC 15.410.010 through 15.410.070 or the projecting building features requirements of said sections. Height and setbacks of freestanding signs shall conform to the following height limitations and other requirements:

1. C-3 Zone. No major freestanding signs shall be allowed greater than six feet in height.

2. Other Zones.

a. A sign up to three feet in height is not required to be set back from any property line.

b. A sign taller than three feet and up to six feet shall be set back at least five feet from any property line.

c. A sign taller than six feet and up to eight feet shall be set back at least 10 feet from any front property line and five feet from any interior property line.

d. A sign taller than eight feet and up to 15 feet shall be set back at least 15 feet from any front property line and five feet from any interior property line.

e. A sign taller than 15 feet and up to 20 feet shall be set back at least 20 feet from the front property line and five feet from any interior property line.

f. A sign taller than 20 feet is not permitted except as provided by subsection (C)(2)(g) of this section.

g. A sign on a lot that is at least 10 acres in size in a zone other than residential, C-1, or I and that has at least 200 feet of frontage on a street may be up to 30 feet high, provided it is set back at least 20 feet from the front property line and at least 10 feet from any interior property line.

3. Height Measurement

a. The height of a freestanding sign shall be computed as the distance from the base of the sign at finished grade to the top of the highest attached component of the sign.

The height of any monument sign base or other structure erected to support or adorn the sign is measured as part of the sign height. If a sign is located on a mound, berm, or other raised area for the sole purpose of increasing the height of the sign, the height of the mound, berm, or other raised area shall be included in the height of the sign.

Staff Comment: Clarification on how sign height is measured to ensure posts/other framework is included in the height calculation. This has been standard practice at the City.

Penalty: See NMC 15.05.120.

NMC 15.440 OFF-STREET PARKING, BICYCLE PARKING, AND PRIVATE WALKWAYS

//

15.440.030 Parking Spaces Required

Table 15.440.030(A) Minimum Parking Spaces Required and Maximum Parking Spaces Allowed by Use

Use	Minimum Parking Spaces Required	Maximum Parking Spaces Allowed***		Rate and Units
		Uses fronting a street with abutting on- street parking	Uses fronting no street with abutting on-street parking	
Residential Types				
//				
Studio or one-bedroom unit	1	1.2	1.5	Per dwelling unit
Two-bedroom unit	1.5	1.8	2.25	Per dwelling unit
Three- and four-bedroom units	2	2.4	3	Per dwelling unit
Five- or more bedroom unit	0.75	0.9	1.13	Spaces per bedroom
Single room occupancy development with four to six units	2	None	None	Per development
Single room occupancy development with more than six units	0.67	None	None	Per SRO Unit
//				

Table 15.440.030(A) Minimum Parking Spaces Required and Maximum Parking Spaces Allowed by Use

Use	Minimum Parking Spaces Required	Maximum Parking Spaces Allowed***		Rate and Units
		Uses fronting a street with abutting on- street parking	Uses fronting no street with abutting on-street parking	
Parking Requirement Modifiers for Multifamily Residential Developments <u>and for Single Room Occupancy Developments with more than six units</u>				

Staff comment: To comply with HB 2138 (2025) regulating parking requirements for single room occupancies, effective January 1, 2027. 4-6 SRO units are to match single family requirements for parking per the bill.

More than 6 SRO units matches the total of 3-bedroom multifamily units which has 2 required spaces divided by the 3 SRO units as the state requires a 3:1 ratio for the SROs to a multifamily unit. In this case 2 spaces divided by 3 for the .67 per SRO unit.

15.440.050 <u>Joint use of parking facilities and</u> ~~Common facilities for~~ mixed uses

//

B. Joint Uses of Parking Facilities. The director may, upon application, authorize the joint use of parking facilities required by said uses and any other parking facility; provided, that:

1. The applicant shows that there is no substantial conflict in the principal operating hours of the building or use for which the joint use of parking facilities is proposed.

2. The parking facility for which joint use is proposed is no further than 400 feet from the building or use required to have provided parking.

3. The parties concerned in the joint use of off-street parking facilities shall evidence agreement for such joint use by a legal instrument approved by the city attorney as to form and content. ~~Such instrument, when approved as conforming to the provisions of the ordinance, shall be recorded in the office of the county recorder and copies of the instrument filed with the director~~.

<u>a. For required parking associated with an existing development, such instrument, when approved as conforming to the provisions of the ordinance, shall be filed with the director.</u>

b. For required parking associated with a new development, the director may require that such instrument, when approved as conforming to the provisions of the ordinance, shall be recorded in the office of the county recorder and copies of the instrument filed with the director.

Staff comment: To provide flexibility in allowing parking agreements when a proposed use is not associated with new development and the owners do not want to encumber the property with a deed restriction.

15.440.060 Parking area and service drive improvements.

All public or private parking areas, outdoor vehicle sales areas, and service drives shall be improved according to the following:

A. All parking areas and service drives shall have surfacing of asphaltic concrete or Portland cement concrete or other hard surfacing such as brick or concrete pavers. Other durable and dust-free surfacing materials may be approved by the director for infrequently used parking areas. All parking areas and service drives shall be graded so as not to drain stormwater over the public sidewalk or onto any abutting public or private property.

B. All parking areas shall be designed not to encroach on public streets, alleys, and other rights-of-way. Parking areas shall not be placed in the area between the curb and sidewalk or, if there is no sidewalk, in the public right-of-way between the curb and the property line. The director may issue a permit for exceptions for unusual circumstances where the design maintains safety and aesthetics.

C. All parking areas, except those required in conjunction with a single-family detached, duplex, triplex, quadplex, single room occupancies, ~~or~~ townhouse dwelling, or cottage cluster project, shall provide a substantial bumper which will prevent cars from encroachment on abutting private and public property.

D. All parking areas, including service drives, except those required in conjunction with single-family detached, duplex, triplex, quadplex, single room occupancies, ~~or~~ townhouse dwellings or cottage cluster projects, shall be screened in accordance with NMC 15.420.010(B).

E. Any lights provided to illuminate any public or private parking area or vehicle sales area shall be so arranged as to reflect the light away from any abutting or adjacent residential district.

F. All service drives and parking spaces shall be substantially marked and comply with NMC 15.440.070.

G. Parking areas for residential uses shall not be located in a required front yard, except as follows:

1. Single-family detached, duplex, triplex, quadplex, single room occupancies and townhouse dwellings: parking is authorized in a front yard on a service drive which provides access to an improved parking area outside the front yard.; or

2. Single-family detached, duplex, triplex, quadplex, single room occupancies and townhouse dwellings: parking is authorized in a front yard on a service drive provided that that the service drive is at least 20 feet deep and 9 feet wide. The service drive may not take up more than 50% of the required font yard area.

Staff Comment: Currently residential uses can't use their driveway to count towards the off-street parking requirement unless they are going to an improved parking space outside the front yard (this is almost a garage). If wanting to do a garage conversion, they would not be able to currently, due to current parking standards in most cases. G(2) is added so that it can count towards the parking and the 50% was added to prevent the entire front yard from becoming a parking area.

H. A reduction in size of the parking stall may be allowed for up to a maximum of 30 percent of the total number of spaces to allow for compact cars. For high turnover uses, such as convenience stores or fast-food restaurants, at the discretion of the director, all stalls will be required to be full-sized.

~~I. Affordable housing projects may use a tandem parking design, subject to approval of the community development director.~~

Staff Comment: Tandem parking has been allowed for developments under 15.440.060(G)(1). This is just a cleanup to language to prevent any confusion.

~~J~~I. Portions of off-street parking areas may be developed or redeveloped for transit-related facilities and uses such as transit shelters or park-and-ride lots, subject to meeting all other applicable standards, including retaining the required minimum number of parking spaces.

Penalty: See NMC 15.05.120.

NMC 15.445 SPECIAL USE STANDARDS

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15.445.030 Permitted locations.

Unless otherwise provided herein, upon compliance with applicable regulations and processes, manufactured dwellings only shall be permitted:

A. In approved mobile home parks or manufactured dwelling parks.

B. As manufactured homes in approved manufactured home subdivisions.

C. As manufactured homes on individual lots, ~~where such homes meet the requirements of NMC 15.445.050 through 15.445.070.~~ including placement as a single dwelling, duplex, triplex, quadplex, single room occupancy, cottage or accessory dwelling.

~~D. In newly annexed areas or within manufactured dwelling districts on individual lots not meeting the standards of NMC 15.445.050 through 15.445.070 not located in a mobile home park, manufactured dwelling park, or manufactured home subdivision.~~

~~E~~D. On a private lot for a period of not more than six months, during construction of a new home situated on the same lot. Before the expiration of this time, the applicant may petition the director for a six-month extension of this deadline if home construction is underway but not yet completed. The applicant shall post a bond or deposit of $1,000 with the director. Upon the removal of the manufactured dwelling from the premises, the director will return the bond or deposit. If, at the end of six months, the manufactured dwelling has not been removed, the bond or deposit will be forfeited, and the city will use this for the removal of the manufactured dwelling from the property. Before the manufactured dwelling is used, the applicant shall connect it to the city water and sewer systems with proper permits and inspections.

~~F~~E. As general offices in commercial or industrial districts for a period of not more than 18 consecutive months, provided:

1. The director finds that such use will be reasonably compatible with and have minimal impact on uses on abutting property and in the surrounding neighborhood and grants approval based on this compatibility; and

2. Within six months from the date approval is granted on application for a building permit for a permanent structure or the permit is filed with the director. Failure to submit the application within the specified time will terminate the approval.

~~G~~F. For temporary construction office use on the premises of new construction until the construction is completed.

~~H~~G. As permanent living quarters for a night watchman or caretaker in commercial or industrial districts upon a finding by the director that such use will be reasonably compatible with and have minimal impact on uses on abutting property and in the surrounding neighborhood, is required for property security, and the director issues a permit. [Ord. 2747 § 1 (Exh. A § 13), 9-6-11; Ord. 2451, 12-2-96. Code 2001 § 151.657. Formerly 15.445.070.]

~~**15.445.050 Manufactured homes on individual lots – Purpose.**~~

~~Manufactured homes are allowed on individual lots in all residential areas. These development standards will allow manufactured homes to be intermixed with traditional "stick-built" housing while assuring that they are compatible with and contribute to the scale and harmony of their~~

~~neighborhood. [Ord. 2747 § 1 (Exh. A § 13), 9-6-11; Ord. 2451, 12-2-96. Code 2001 § 151.640. Formerly 15.445.020.]~~

~~15.445.060 Manufactured homes on individual lots – Uses.~~

~~These regulations allow manufactured homes on individual lots as a permitted use in all residential zones, including placement as a duplex, triplex, quadplex, cottage or accessory dwelling. [Ord. 2889 § 2 (Exh. B § 41), 12-6-21; Ord. 2747 § 1 (Exh. A § 13), 9-6-11; Ord. 2451, 12-2-96. Code 2001 § 151.641. Formerly 15.445.030.]~~

~~15.445.070 Manufactured homes on individual lots – Development standards.~~

~~Manufactured homes on individual lots in all residential districts shall meet the following minimum standards:~~

~~A. Each manufactured home which provides only one residential dwelling unit shall enclose a space of not less than 1,000 square feet. Each individual dwelling unit must be multisectional.~~

~~B. Each manufactured home shall be placed on an excavated and back-filled foundation and enclosed on the perimeter such that the chassis shall be located not more than 12 inches above grade and any axles or other transportation mechanisms shall be removed.~~

~~C. Each manufactured home shall have a roof slope no less than three feet in height for every 12 feet in width.~~

~~D. Each manufactured home shall have exterior siding and roofing which in color, material, and appearance is the same as at least three other dwellings within 500 feet of the property or similar to the exterior siding and roofing material commonly used on "stick-built" residential dwellings within the community or which is comparable to the predominant materials used on surrounding dwellings as determined by the director.~~

~~E. All manufactured homes shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards which reduce levels equivalent to the performance standards required of single-family dwellings constructed under the State Building Codes defined in ORS 455.010.~~

~~F. All dwelling units shall have a carport or garage constructed of like materials. A garage shall be provided where at least 50 percent of the dwellings on abutting lots, including lots directly across the street, have garages.~~

~~G. Manufactured homes shall not be located immediately adjacent to, have a common property line with, or be separated only by a street from historic resources listed on the final inventory of historic resources in the comprehensive plan.~~

~~H. Manufactured homes placed as a duplex, triplex, quadplex, cottage or accessory dwelling shall be exempt from subsections (A) and (F) of this section. [Ord. 2889 § 2 (Exh. B § 42), 12-6-21; Ord. 2747 § 1 (Exh. A § 13), 9-6-11; Ord. 2451, 12-2-96. Code 2001 § 151.642. Formerly 15.445.040.]~~

Staff Comment: City is preempted by state law (HB2347 (2025)/ORS197.478) from having different development standards for manufactured homes than single family homes when placed on individual lots. Standards for manufactured home parks remain in NMC 15.445.

15.445.075 Mobile home and manufactured dwelling parks – General provisions.

A. Minimum area: ~~five~~ one acre~~s~~.

~~B. Maximum area of lots or spaces: 150 or distinct neighborhoods with a maximum of 100 spaces each.~~

~~C~~B. Maximum density shall not exceed the permitted density of the district.

~~D~~C. Perimeter Treatment. Except as required for vision clearance, the outer perimeter of each park shall be improved with:

1. A masonry wall not less than four feet and not more than six feet in height shall be built around the perimeter of the park. Acceptable materials include brick, split-face concrete block, and concrete block with a stucco finish. Other types of exposed masonry may be used subject to review and approval of the director;

2. In addition to subsection (D)(1) of this section, adjacent to public streets, a landscape planter that is at least 10 feet in depth (this shall be in addition to the width of any required sidewalk). This landscaped area shall be dedicated as part of the public street.

~~E~~D. Perimeter Setbacks. As measured from the property line, a minimum setback of 15 feet shall be provided for all homes and accessory structures along a public street. A minimum of five feet shall be provided for all other property lines. Projections as allowed under NMC 15.410.070 shall apply to these setbacks

Penalty: See NMC 15.05.120.

Staff Comment: Update for compliance with ORS 197A.432 which does not allow a minimum lot size for a manufactured dwelling park larger than one acre

15.445.260 Development standards.

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B. Limitations. An accessory dwelling unit is permitted, providing there is compliance with all of the following standards:

//

2. The maximum floor area for ~~A~~an accessory dwelling unit ~~may not exceed~~ equals 50 percent of the ~~size~~ gross floor area of the living area of the primary unit, up to a maximum of 1,000 square feet. Living area does not include attached or detached garages, and shall be determined based on Yamhill County Assessor property detail data, or the director may approve an alternate living area calculation based on submitted floor plans.

Staff Comment: To clarify that the size of the accessory dwelling shall be based on the living area of the primary unit and provide a consistent data source for living area calculations.

15.445.270 Approval.

To obtain approval to create an accessory dwelling unit, the applicant must demonstrate compliance with all of the requirements of NMC 15.445.260. The application shall be processed as a Type I procedure as regulated by NMC 15.100.~~130~~020.

Staff Comment: To fix incorrect code reference

NMC 15.505 PUBLIC IMPROVEMENT STANDARDS

15.505.030 Street standards

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P. Private Streets.

1. New private streets, as defined in NMC 15.05.030, shall not be created, except as allowed by NMC 15.240.020(L)(2).

2. Existing private streets, except those created as allowed by NMC 15.240.020(L)(2). When development occurs on a lot abutting a substandard portion of an existing residential private street, the private street frontage shall be improved to comply with and match:

    a. The existing paved roadway width, or a minimum paved roadway width of 20-feet, whichever is greater, except a minimum width of 26-feet may be required to meet applicable fire access and public safety requirements as identified by the fire marshal.

i. Where it is demonstrated that compliance with subsection (P)(2)(a) is not feasible due to topographic or other constraints recognized by the city engineer, private street improvements are to be of sufficient width and construction to satisfy transportation and fire access requirements as identified by the city engineer and fire marshal.

Staff Comment: The above amendment is to address any existing unimproved private streets and define when frontage improvements are required on existing underdeveloped private streets, for example those that lack full pavement width.

City Council Ordinance

2026-2946

Exhibit A-1b

2026 Code Maintenance Package

Title 15 Amendments (Clean Copy)

DCA26-0001: 2026 Code Maintenance Package

Draft Code Maintenance Amendments

Formatting of amendments:

- This draft is a "clean copy" with all track changes and commentary removed.
- For reference, see track changes and commentary in Exhibit A-1a

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NMC 15.05 GENERAL PROVISIONS

15.05.030 Definitions.

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"**Airport imaginary surfaces**" means those imaginary areas in space defined below. Any object extending above these imaginary surfaces is an obstruction. The imaginary areas in space are defined by:

1. **Airport Approach Safety Zone**. A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface except as noted on Airport Overlay Map A (see Appendix B, Map 2). The inner edge of the approach surface is the same width as the primary surface and extends to a width of 1,250 feet for a utility runway having only visual approaches, and 1,500 feet for a runway other than a utility runway having only visual approaches. The airport approach surface extends for a horizontal distance of ~~3,000~~ 5,000 feet at a slope of 20 feet outward for each foot upward (20:1) for all utility and visual runways.

"**Service drive**" means a vehicular access which provides ingress and egress from a driveway approach to an improved parking space(s). A service drive is either a "**private street**" or a "**private drive**" as defined in this code. A service drive may contain an improved parking space(s).

[…]

//

"Single room occupancy" means a residential development with no fewer than four attached or detached units that are independently rented and lockable and provide living and sleeping space for the exclusive use of an occupant, but require that the occupant share sanitary or food preparation facilities with other units in the occupancy.

NMC 15.100 LAND USE PROCESSESS AND PROCEDURES

15.100.020 Type I procedure – Administrative decision.

A. Type I development actions shall be decided by the director without public notice or public hearing. Notice of a decision shall be provided to the applicant. There are two subcategories of Type I actions. Except as otherwise required by this code, actions indicated with an asterisk (*) do not require a land use application and are processed concurrently with any application for a building permit or business license unless no such permit is required. All other actions listed in this subsection require a Type I land use application which must be approved before building permits or a business license may be issued for the project or use.

B. Type I actions include, but are not limited to:

1. Design review permits for single-family dwellings, duplex dwellings, triplex dwellings, quadplex dwellings, townhouses, ~~cottage cluster projects~~, single room occupancies with four to six units, additions, accessory dwelling units, accessory structures, or other additions specifically listed in NMC 15.220.020(A)(1)*.

2. Cottage Cluster Projects.

3. Home occupation permits.*

4. Signs, not in conjunction with a new development or major remodel and not including original art murals reviewed under NMC 15.435.130.*

5. Original art murals reviewed under NMC 15.435.130.

6. Adjustments.

7. Processing final land division maps and plats.

8. Manufactured homes contributing to development identified elsewhere in this subsection (B) or other additions specifically listed in NMC 15.220.020(A)(1).

9. Determining compliance with the conditions of approval for a land use action processed under a Type II or Type III procedure.

15.100.030 Type II procedure.

A. Type II development actions shall be decided by the director.

B. Type II actions include, but are not limited to:

1. Site design review.

2. Multifamily dwellings in the R-2, R-3, RP, AR, C-3 (except along Hancock Street), C-4 or I zone meeting the objective process requirements of NMC 15.220.060.

3. Multifamily dwellings in the R-3, AR, C-3 (except along Hancock Street), or I zone not meeting the objective process requirements of NMC 15.220.060.

4. Single Room Occupancy developments with over six units

5. Variances.

6. Manufactured dwelling parks and mobile home parks.

7. Partitions, including middle housing land divisions.

8. Subdivisions, including middle housing land divisions, except for subdivisions with certain conditions requiring them to be processed using the Type III process, pursuant to NMC 15.235.030(A).

C. The applicant shall provide notice pursuant to the requirements of NMC 15.100.200 et seq.

D. The director shall make a decision based on the information presented and shall issue a development permit if the applicant has complied with all of the relevant requirements of this code. The director may add conditions to the permit to ensure compliance with all requirements of this code.

E. Appeals may be made by an affected party, Type II, in accordance with NMC 15.100.160 et seq. All Type II development action appeals shall be heard and decided by the planning commission.

F. If the director's decision is appealed as provided in subsection (E) of this section, the hearing shall be conducted pursuant to the Type III quasi-judicial hearing procedures as identified in NMC 15.100.050.

G. The decision of the planning commission on any appeal may be further appealed to the city council by an affected party, Type III, in accordance with NMC 15.100.160 et seq. and shall be a review of the record supplemented by written or oral arguments relevant to the record presented by the parties.

H. An applicant shall have the option to request at the time the development permit application is submitted that the proposal be reviewed under the Type III procedure.

15.100.120 Referral of development permit applications.

Within five working days of deeming an application complete, the director shall do the following:

A. On Type I procedures, the director is only required to make referrals to the extent necessary to make a decision on the development permit.

B. On Type II and Type III procedures, the director shall transmit a copy of the application, or appropriate parts of the application, to each affected agency and city department for review and comment, including ODOT, Tribes listed by the Legislative Commission on Indian Services (LCIS) for Newberg, and others responsible for determining compliance with state and federal requirements. The affected agencies and city departments shall have 15 calendar days to comment. The referral agency or city department is presumed to have no comments if comments are not received within the specified time period. The director shall grant an extension only if the application involves unusual circumstances. Any extension shall only be for a maximum of 15 additional days.

C. On Type IV procedures, the director shall provide referrals to ODOT, Tribes listed by the Legislative Commission on Indian Services (LCIS) for Newberg, and other agencies in compliance with state law and as otherwise determined by the city. [Ord. 2619, 5-16-05; Ord. 2451, 12-2-96. Code 2001 § 151.043.]

Cross-reference: See Chapter 197 of Title 19 ORS pertaining to comprehensive land use planning coordination.

Article III. Appeals

15.100.160 Appeal procedures.

A. Type I. An appeal of a Type I decision by the director must be filed within 14 calendar days of the date of the decision by the director. Appeals may be made only by an affected party, Type I (the person or party submitting the application). Appeals of a Type I application are processed as a Type III procedure and proceed to the planning commission, except that appeals of Type I applications relating to historic landmarks are reviewed by the historic preservation commission.

B. Type II. An appeal of a Type II decision by the director must be filed within 14 calendar days of the date of the decision.

1.Type II decisions may be appealed by any affected party except that appeal rights relating to housing application decisions have been restricted by the Oregon Legislature. As required by Oregon House Bill 4037 (2026), only the applicant may appeal an application for housing approved pursuant to ORS 197A.400(5). Affected parties for non-housing applications include the applicant, any party entitled to receive notice of the decision, and any party providing written comments on the application within 14 calendar days prior to the date of the decision.

The following Type II decisions are examples of housing applications that are processed pursuant to ORS197A.400(5):

a. Site Design Review applications for housing except for applications that are contingent upon approval of a zone change, conditional use permit, or variance.

b. Residential land division applications, including expedited and middle housing land divisions, except for applications that are contingent upon approval of a zone change, conditional use permit, or variance.

Appeals of a Type II application are processed as a Type III procedure and proceed to the planning commission, except that appeals of Type II applications relating to historic landmarks are reviewed by the historic preservation commission.

C. Type III. An appeal of a Type III decision by the planning commission or historic preservation commission must be filed within 14 calendar days of the date of that commission's written decision. Appeals may be made only by an affected party. The city council following the Type III procedure shall decide all appeals of Type III decisions.

15.100.170 Notice of appeal – Type I, II and III.

A. An appeal for Type I, II, and III decisions shall include an identification of the decision sought to be reviewed, the date of the decision and shall be accompanied by a notice of appeal form provided by the planning and building department. The notice of appeal shall be completed by the appellant and shall contain:

1. An identification of the decision sought to be reviewed, including the date of the decision.

2. A statement of the interest of the person seeking review and that they were a party to the initial proceedings.

3. A detailed statement of the specific grounds on which the appeal is filed.

B. Notice shall be filed with the community development department together with the filing fee and deposit for transcript costs.

15.100.180 Scope of review.

A. The initial appeal of a Type I, Type II, or Type III decision shall be a new hearing. Any second appeal to the city council of a Type I or Type II decision shall be a record hearing unless the applicant requests a new hearing and waives the 120-day time limit for processing applications in accordance with NMC 15.100.100 and state statutes. Appeal of a Type II decision must be based on the written comments raised prior to the expiration notice comment period pursuant to NMC 15.100.220.

B. Type III actions that require an ordinance or city council order to be adopted in order to become effective shall be reviewed by the city council as a new hearing. The city council shall receive the recommendation from the planning commission to the city council on these actions. The action will not be considered final for the purpose of appeals, until a final decision is rendered by the city council.

C. The record shall include:

1. A factual report prepared by the director.

2. All exhibits, material, pleadings, memoranda, stipulations, and motions submitted by any party and reviewed or considered in reaching the decision under review.

3. The minutes of the hearing and a detailed summary of the evidence.

D. For a record hearing on a second appeal of a Type I or Type II decision, no new testimony or evidence may be presented. Written argument will be allowed only from parties who testified at the prior evidentiary hearings. Written argument must be limited to evidence already in the record. No oral argument will be allowed at the city council level.

15.100.190 Review body decision on appeal of a Type I, II or III.

A. Upon review, the review body may by order affirm, reverse, or modify in whole or in part a determination or requirement of the decision that is under review. When the review body modifies or renders a decision that reverses a decision of a hearing body, the review body, in its order, shall set forth its findings and state its reasons for taking the action encompassed in the order. When the review body elects to remand the matter to the hearing body for further consideration, it shall include a statement explaining the error that materially affected the outcome of the original decision and the action necessary to rectify it.

B. The review body shall render its decision no later than 45 days after the filing of the request for review and shall file that decision with the director within 10 days after it is rendered.

C. A party aggrieved by the final determination may appeal the decision to the Land Use Board of Appeals.

Article IV. Notice

15.100.200 Compliance required.

Notice on all Type I through Type IV actions, including appeals, shall be conducted in accordance with this article. [Ord. 2451, 12-2-96. Code 2001 § 151.070.]

15.100.210 Mailed notice.

Mailed notice shall be provided as follows:

A. Type I Actions. No public notice is required.

B. Type II and Type III Actions. Except for appeal hearing notices, which the City mails, notices of Type II and Type III applications shall be provided by the applicant as follows:

1. Notify the owner of the site for which the application is made; the owner of a public use airport when required by ORS 215.416 or 227.175; the City of Newberg; and owners of property as follows:

a. For residential land division and site design review applications for 20 or fewer residential units that are not contingent upon approval of a conditional use permit, notify property owners within a 100 foot radius of all property lines of the subject property or properties, as required by Oregon House Bill 4037 (2026), ORS 197A.400(5).

b. For residential zone change applications that change the zoning to a higher density residential classification, notify property owners within a 100 foot radius of all property lines of the subject property or properties, as required by Oregon Senate Bill 974 (2025), ORS 197A.146(5).

c. For residential development variance applications, notify property owners within a 100 foot radius of all property lines of the subject property or properties, as required by Oregon Senate Bill 974 (2025), ORS 197A.146(5)

d. For all other development, including mixed use, notify property owners within a 500 foot radius of all property lines of the subject property or properties.

2. The mailing list for notices shall be compiled from the most recent property tax assessment roll.

3. Notices shall be delivered in plain envelopes that contain only the sender and recipient addresses, land use case file number(s), and postage with no other markings.

4. For purposes of review, this requirement is met when the applicant provides an affidavit or other certification that such notice was mailed via USPS First Class or personally delivered.

5. The applicant shall mail the notice for Type II actions by USPS first class mail at least 14 days before a decision is rendered. The applicant shall file with the director an affidavit of mailing within two business days after notice is mailed.

6. The applicant shall mail the notice for Type III actions by USPS first class mail at least 20 days before the first new hearing, or if two or more new hearings are allowed, 10 days before

the first new hearing. The applicant shall file with the director an affidavit of mailing within two business days after notice is mailed.

C. The director may request that the applicant provide notice to people other than those required in this section if the director believes they are affected or otherwise represent an interest that may be affected by the proposed development. This includes, but is not limited to, neighborhood associations, other governmental agencies, or other parties the director believes may be affected by the decision.

D. The director shall provide the applicant with the following information regarding the mailing of notice:

1. The latest date by which the notice must be mailed;

2. An affidavit of mailing (to be signed and returned) certifying that the notice was mailed, acknowledging that a failure to mail the notice in a timely manner constitutes an agreement by the applicant to defer the 120-day process limit and acknowledging that failure to mail will result in the automatic postponement of a decision on the application; and

3. A sample notice.

E. The notice of a Type II and Type III development application shall be reasonably calculated to give actual notice and shall:

1. Set forth the street address or other easily understood geographical reference to the subject property;

2. List, by commonly used citation, the applicable criteria for the decision;

3. Include the name and phone number of a local government contact person, the telephone number where additional information may be obtained and where information may be examined;

4. Explain the nature of the application and the proposed use or uses which could be authorized;

5. State that a copy of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and will be provided at a reasonable cost.

F. Prior to mailing or posting any notice required by this code, the applicant shall submit a copy of the notice to the director.

G. All public notices shall be deemed to have been provided or received upon the date the notice is deposited in the mail or personally delivered, whichever occurs first. The failure of a

property owner to receive notice shall not invalidate an action if a good faith attempt was made to notify all persons entitled to notice. An affidavit of mailing issued by the person conducting the mailing shall be conclusive evidence of a good faith attempt to contact all persons listed in the affidavit.

H. Failure to mail the notice and affirm that the mailing was completed in conformance with the code shall result in:

1. Postponement of a decision until the mailing requirements have been met; or

2. Postponement of the hearing to the next regularly scheduled meeting or to such other meeting as may be available for the hearing; or

3. The entire process being invalidated; or

4. Denial of the application.

15.100.220 Additional notice procedures of Type II development applications.

In addition to the requirements of NMC 15.100.210, mailed notice for development actions shall also contain the following:

A. Provide a 14-day period from the date of mailing for the submission of written comments prior to the decision;

B. State that issues that may provide a basis for appeal must be raised in writing during the comment period;

C. State that issues must be raised with sufficient specificity to enable the local government to respond to the issue;

D. State the place, date and time that comments are due;

E. State that notice of the decision, including an explanation of appeal rights, will be provided to any person who submits comments under subsection (A) of this section;

F. Briefly summarize the local decision-making process.

15.100.230 Additional notice procedures for Type III quasi-judicial hearing.

In addition to the requirements of NMC 15.100.210, mailed notice for Type III development actions shall also contain the following:

A. State that an issue which may be the basis for an appeal to the Land Use Board of Appeals shall be raised not later than the close of the record at or following the final new hearing on the

proposal before the city. Such issues shall be raised with sufficient specificity so as to afford the hearing body and the parties an adequate opportunity to respond to each issue;

B. State the date, time and location of the hearing;

C. State that the failure of an issue to be raised in a hearing, in person or by letter, or failure to provide sufficient specificity to afford the hearing body an opportunity to respond to the issue may preclude appeal to the Land Use Board of Appeals on that issue;

D. State that a copy of the staff report will be available for inspection at no cost at least seven calendar days prior to the hearing and will be provided at reasonable cost;

E. Include a general explanation of the requirements for submission of testimony and the procedure for conduct of hearings. [Ord. 2451, 12-2-96. Code 2001 § 151.073.]

15.100.240 Additional notice for Type III quasi-judicial hearing for annexations.

In addition to notice requirements in NMC 15.100.210 and 15.100.230, annexations are required to be published each week for two consecutive weeks prior to the day of the first new hearing before the city council, in a newspaper of general circulation in the city, and shall also be noticed by posting notice of the hearing in four public places in the city for a like period. [Ord. 2451, 12-2-96. Code 2001 § 151.074.]

15.100.250 Notice procedures for Type IV legislative hearing.

A. There is no requirement for mailed notice to property owners or posting of property, except when mailed notice to property owners is required under ORS 227.186, Notice to property owners of hearing on certain land use regulatory changes.

B. Notice shall be provided to the Department of Land Conservation and Development as follows:

1. When LCDC Goals Apply. When the city determines that the statewide land conservation and development goals do apply to a proposal to amend the Newberg comprehensive plan, this code, or adoption of a new land use regulation, the proposal shall be forwarded to the Director of the Department of Land Conservation and Development at least 35 days before the first evidentiary hearing on adoption of the amendment or new regulation. The proposal shall contain the text and any supplemental information that the city believes is necessary to inform the director as to the effect of the proposal.

2. When Emergency Circumstances Require Expedited Review. The city may submit an amendment or new regulation to the Director of the Department of Land Conservation and Development with less than 35 days' notice if the city determines that there are emergency circumstances requiring expedited review.

3. When LCDC Goals Do Not Apply. When the city determines that the statewide land conservation and development goals do not apply to a proposal to amend the Newberg comprehensive plan, this code, or adoption of a new land use regulation, notice to the Director of the Department of Land Conservation and Development is not required.

15.100.260 Procedure for posted notice for Type II and III procedures.

A. Posted Notice Required. Posted notice is required for all Type II and III procedures. The notice shall be posted on the subject property by the applicant.

B. Notice Information Provided by City. The director shall provide the applicant with the following information regarding the posting of notice:

1. The number of notices required;

2. The latest date by which the notice must be posted;

3. An affidavit of posting (to be signed and returned) certifying that the notice was posted on site, acknowledging that a failure to post the notice in a timely manner constitutes an agreement by the applicant to defer the 120-day process limit and acknowledging that failure to post will result in the automatic postponement of a decision on the application; and

4. A sample notice.

C. Submission of Notice. Prior to posting any notice required by this section, the applicant shall submit a copy of the notice to the director for review.

D. Size, Number and Location Requirements. A waterproof notice which measures a minimum of two feet by three feet shall be placed on each frontage of the site. If a frontage is over 600 feet long, a notice is required for each 600 feet, or fraction of 600 feet. If possible, notices shall be posted within 10 feet of a street lot line and shall be visible to pedestrians and motorists in clear view from a public right-of-way. Notices shall not be posted in a public right-of-way or on trees.

E. Contents of Notice. The posted notice shall only contain the following information: planning action number, brief description of the proposal, phone number and address for contact at the Newberg planning and building department.

F. Standards and Timing, Type II Actions. The applicant shall post the notice at least 14 days before a decision is rendered. The applicant shall file with the director an affidavit of posting as identified in subsection (B) of this section within two business days after notice is posted.

G. Standards and Timing, Type III Actions. The applicant shall post the notice at least 20 days before the first scheduled hearing. The applicant shall file with the director an affidavit of posting as identified in subsection (B) of this section within two business days after notice is posted.

H. Removal of Notice. The applicant shall not remove the notice before the final decision. All posted notice shall be removed by the applicant within 10 days following the date of the final decision on the request.

I. Failure to Post Notice. The failure of the posted notice to remain on the property shall not invalidate the proceedings. Failure by the applicant to post a notice and affirm that the posting was completed in conformance with the code shall result in:

1. Postponement of a decision until the mailing requirements have been met; or

2. Postponement of the hearing to the next regularly scheduled meeting or to such other meeting as may be available for the hearing; or

3. The entire process being invalidated; or

4. Denial of the application.

15.100.270 Procedure for published notice on Type III and Type IV procedures.

A. Notice shall be provided within a newspaper of general circulation within the city at least 10 days prior to the first public hearing on the action.

B. The notice shall reasonably describe:

1. Type III Proceedings. The proposed development permit request, location, file number, the name and phone number of a local government contact person and the location where information may be examined.

2. Type IV Proceedings. The nature of the proposed final action of an amendment to the Newberg comprehensive plan, code or new land use regulation.

C. The notice shall include a statement that all interested persons may appear and provide testimony and that only those persons who participate either orally or in writing in the hearing proceedings leading to the adoption of the action may appeal the decision.

D. The notice shall state the place, date and time of the hearing.

E. See NMC 15.100.240 for Type III notice for annexations.

15.100.275 Notice Procedure for Appeals

A. New Hearings.

City staff shall send a mailed notice of an appeal hearing that is a new hearing no later than 15 business days prior to the hearing date. The notice of appeal shall be sent to the

applicant, any party entitled to receive the notice of decision, and anyone that provided written comment on the application prior to the date of decision.

B. Record Hearing

City staff shall send mailed notice of an appeal hearing to the applicant and parties of

record from any prior hearing on the application.

NMC 15.205 NONCONFORMING USES AND BUILDINGS

NMC 15.205.100 Nonconforming signs.

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E. Sign Modifications. Signs not in compliance with the provisions of this code, when replaced, relocated, modified or altered, shall be brought into compliance with this code. For purposes of this section, a modification or alteration shall not include the following:

1. Maintenance and repairs such as cleaning, painting, refacing, replacing damaged portions of the sign, or similar activities that do not involve a change to the height, dimensions, materials, or location of the sign except as otherwise allowed by this section.

2. A change of a panel on a sign designed to have removable panels which does not change the height, dimensions, materials, or location of the sign, except as otherwise allowed by this section.

3. A modification to any part of the sign that reduces the degree of nonconformity to the provisions of this code.

NMC 15.210 CODE ADJUSTMENTS

15.210.020 Type I adjustments and approval criteria

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A. Yard Setback Dimensions, Lot Area, Percentage of Lot Coverage, Parking Coverage, and Lot Dimensions.

1. The director may approve adjustments to:

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e. Required setback landscape buffering between parking areas and service drives and lot lines adjacent to streets. A reduction in buffering may be granted to provide space for required parking and service drives or to

preserve existing trees elsewhere on the site. No less than 10 feet of landscape buffering must be provided, and at least 50 percent of the applicable street frontages must meet the full required buffering.

NMC 15.215 VARIANCE PROCEDURES

15.215.060 Variance must be exercised to be effective.

A. A variance granted under this title collectively with all other land use approvals granted with the variance shall be effective only when the exercise of the right granted thereunder has commenced. A variance shall expire at the same time the other land use approvals granted with the variance expire. Any extensions granted for these other land use approvals shall extend the duration of the variance approval by the same amount of time, provided the extension is necessary to complete substantially the same project for which the variance was granted and the applicable variance criteria and zoning of the subject property have not changed.

B. All other variances granted under this code shall be effective only when the exercise of the right granted thereunder shall be commenced within two years from the effective date of the decision. The director may authorize extensions of the duration of the decision for an additional 12 months each not to exceed five years upon written application where necessary to complete substantially the same project for which the variance was granted and the applicable variance criteria and zoning of the subject property have not changed.

C. In case such right is not exercised, or extension obtained, the variance decision shall be void. Any variance granted pursuant to this code is transferable to subsequent owners or contract purchasers of the property unless otherwise provided at the time of granting such variance.

NMC 15.220 SITE DESIGN REVIEW

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15.220.020 Site design review applicability.

A. Applicability of Requirements. Site design review shall be required prior to issuance of building permits or commencement of work for all improvements noted below. Site design review permits shall be processed as either Type I or Type II, as noted below.

1. Type I. There are two subcategories of Type I site design review. Except as otherwise required by this code, uses listed in this subsection and indicated with an asterisk (*) do not require a land use application and are processed concurrently with any application for a building permit when such permit is required. All other uses listed in this subsection require a Type I land use application which must be approved before building permits may be issued for the project.

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n. Accessory dwelling units*;

o. Single room occupancy developments with four to six units*;

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2. Type II.

a. Any new development or remodel which is not specifically identified within subsection (A)(1), (A)(3) or (A)(4) of this section.

b. Telecommunications facilities.

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4. Exemptions to Type I and Type II Process. The following development activities are exempt from Type I or Type II standards:

a. Replacement of an existing item such as a roof, floor, door, window or siding.

b. Remodels that are completely internal to an existing structure.

c. Change of use that does not require additional parking or result in a substantial alteration to the site or exterior of a building.

d. Minor exterior alterations that the director deems necessary to comply with the building code or a fire and life safety requirement are exempt.

15.220.050 Criteria for design review.

A. Type I. The following criteria are required to be met in order to approve a Type I design review request:

1. Zoning District Compliance. The proposed use shall be listed as a permitted or conditionally permitted use in the zoning district in which it is located as found in NMC 15.305.010 through 15.336.020.

2. Setbacks and General Requirements. The proposal shall comply with NMC 15.405.010 through 15.405.050 relating to lot size, lot coverage, and parking coverage requirements; NMC 15.410.010 through 15.410.080 dealing with yard setback, special setback, and vision clearance requirements; and NMC 15.415.010 through 15.415.070 dealing with height restrictions, public access, and residential development standards.

3. Landscaping Requirements. The proposal shall comply with NMC 15.420.010 dealing with landscape requirements and landscape screening.

4. Signs. Signs shall comply with NMC 15.435.010 et seq. dealing with signs.

5. Parking. Parking areas shall meet the requirements of NMC 15.440.010.

6. Sufficient Infrastructure shall be provided to comply with the requirements of NMC 15.505 Public Improvement Standards.

B. Type II or III. The following criteria are required to be met in order to approve a Type II or III design review request:

1. Design Compatibility. The proposed design review request incorporates an architectural design which is the same as existing or proposed uses and structures in the surrounding area. This shall include, but not be limited to, building architecture, materials, colors, roof design, landscape design, and signage.

2. Zoning District Compliance. The proposed use shall be listed as a permitted or conditionally permitted use in the zoning district in which it is located as found in NMC 15.305.010 through 15.336.020. Through this site review process, the director may make a determination that a use is determined to be similar to those listed in the applicable zoning district, if it is not already specifically listed. In this case, the director shall make a finding that the use shall not have any different or more detrimental effects upon the adjoining neighborhood area than those specifically listed.

3. Subdistrict Compliance. Properties located within subdistricts shall comply with the provisions of those subdistricts located in NMC 15.340.010 through 15.348.060.

4. Setbacks and General Requirements. The proposal shall comply with NMC 15.405.010 through 15.405.050 relating to lot size, lot coverage, and parking coverage requirements; NMC 15.410.010 through 15.410.080 dealing with yard setback, special setback, and vision clearance requirements; and NMC 15.415.010 through 15.415.070 dealing with height restrictions, public access, and residential development standards.

5. Landscaping Requirements. The proposal shall comply with NMC 15.420.010 dealing with landscape requirements and landscape screening.

6. Signs. Signs shall comply with NMC 15.435.010 et seq. dealing with signs.

7. Parking and On-Site Circulation. Parking areas shall meet the requirements of NMC 15.440.010. Parking studies shall be required to determine if adequate parking and circulation are provided for uses not specifically identified in NMC 15.440.010. Provisions shall be made to provide on-site circulation without using the public streets as part of the parking lot circulation pattern. Parking areas shall be designed so that vehicles can

efficiently enter and exit the public streets with a minimum impact on the functioning of the public street.

8. Manufactured Dwelling, Mobile Home and RV Parks. Manufactured dwelling and mobile home parks shall also comply with the standards listed in NMC 15.445.075 through 15.445.100 in addition to the other clear and objective criteria listed in this section. RV parks also shall comply with NMC 15.445.170 in addition to the other criteria listed in this section.

9. Alternative Circulation, Roadway Frontage Improvements and Utility Improvements including compliance with NMC 15.505 Public Improvement Standards. New developments shall provide for access for vehicles and pedestrians to adjacent properties which are currently developed or will be developed in the future. This may be accomplished through the provision of local public streets or private access and utility easements. At the time of development of a parcel, provisions shall be made to develop the adjacent street frontage in accordance with city street standards and the standards contained in the transportation plan. At the discretion of the city, these improvements may be deferred through use of a deferred improvement agreement or other form of security.

10. Traffic Study Improvements. If a traffic study is required under NMC 15.220.030(B)(14), improvements identified in the traffic study shall be implemented as required by the director.

15.220.060 Additional requirements for multifamily and more than six (6) single room occupancy residential projects.

The purpose of this section is to ensure that multifamily residential containing five or more units and single room occupancy developments containing more than six (6) units meet minimum standards for good design, provide a healthy and attractive environment for those who live there, and are compatible with surrounding development.

A. Review Process. Two review processes are available for review of multifamily and more than six (6) single room occupancy residential developments: objective and discretionary. An applicant may choose which process to use. The objective process uses clear and objective standards that do not require the use of discretionary decision-making. The discretionary process uses design guidelines that are more subjective in nature and are intended to provide the applicant with more design flexibility. Regardless of the review process, the applicant must demonstrate how the applicable standards or guidelines are being met.

As part of the discretionary site design review process, an applicant for a new multifamily or single room occupancy development with more than six (6) unit project must demonstrate that some of the following site and building design elements, each of which has a point value, have been incorporated into the design of the project. At least 14 points are required for smaller multifamily projects with five to eight units and at least 20 points are required for multifamily projects with nine or more units.

A project may be reviewed using only one of the two review processes. For example, a project may not use some of the objective standards and some of the discretionary guidelines for one application.

B. Design Guidelines and Standards. Applicable guidelines and standards for multi-unit and congregate housing are located in Table 15.220.060(B). These standards should not be interpreted as requiring a specific architectural style.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
Site Design Elements		
1. Private and Shared Recreation Areas	Consolidate green space to increase visual impact and functional utility. This applies to larger projects which collectively have a significant amount of open space areas which can be consolidated into children's play areas, gardens, and/or dog-walking areas (three points).	a. Private Areas. Each ground-level living unit in a residential development subject to a design review plan approval shall have an accessible outdoor private space of not less than 48 square feet in area. The area shall be enclosed, screened or otherwise designed to provide increased privacy for unit residents, their guests and neighbors. b. Individual and Shared Areas. In addition to the private open space identified above, usable outdoor recreation space shall be provided for the individual and/or shared use of residents and their guests in any multifamily or single room occupancy development with more than 6 units, as follows: i. One- or two-bedroom units: 200 square feet per unit. ii. Three- or more bedroom units: 300 square feet per unit. iii. Storage areas are required in residential developments. Convenient areas shall be provided in residential developments for the storage of articles such as bicycles, barbecues, luggage, outdoor furniture, and the like. These shall be entirely enclosed and shall be a minimum of 18 square feet per dwelling unit.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
2. Site Vegetation	Preserve existing natural features, including topography, water features, and/or native vegetation (three points).	The proposal shall adhere to the landscaping standards in Chapter 15.420 NMC.
3. Building Setbacks	Use the front setback to build a street edge by orienting building(s) toward the street with a relatively shallow front yard (12 to 15 feet for two-story buildings) to create a more "pedestrian-friendly" environment (three points).	The proposal shall adhere to the base zone standard for building setbacks listed in Chapter 15.410 NMC.
4. Vehicle Parking	Place parking lots to the sides and/or back of projects so that front yard areas can be used for landscaping and other "pedestrian-friendly" amenities (three points).	Parking for the development shall comply with the following: a. On-site surface parking areas, garages, and vehicle maneuvering areas shall not be located directly between the facade of a primary building(s) and an abutting street right-of-way. b. Parking located to the side of a dwelling structure shall be limited to 50% of the linear frontage of the site. Drive aisles without adjacent parking spaces do not count as parking areas for purposes of this standard.
5. Multiple Building Groupings	Create "outdoor" rooms in larger projects by grouping buildings to create well-defined outdoor spaces (two points).	Adhere to the design standards in Private and Shared Recreation Areas, above.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
6. Landscaping	Provide good-quality landscaping. Provide coordinated site landscaping sufficient to give the site its own distinctive character, including the preservation of existing landscaping and use of native species (two points).	The proposal shall adhere to the landscaping standards in Chapter 15.420 NMC.
7. Parking Vegetation Buffer	Landscape at the edges of parking lots to minimize visual impacts upon the street and surrounding properties (two points).	Parking design and landscape shall adhere to the standards in Chapters 15.440 and 15.420 NMC.
8. Street Trees	Use street trees and vegetative screens at the front property line to soften visual impacts from the street and provide shade (one point).	The proposal shall adhere to the street trees and landscaping amenities in public rights-of-way standards in NMC 15.420.020. On-site landscaping shall adhere to the standards in Chapter 15.420 NMC.
9. Outdoor Furnishings	Use site furnishings to enhance open space. Provide communal amenities such as benches, playground equipment, and fountains to enhance the outdoor environment (one point).	User amenities—such as tables, benches, trees, shrubs, planter boxes, garden plots, drinking fountains, spas, or pool—may be placed in outdoor shared recreation areas.
10. Fencing	Keep fences neighborly by keeping them low, placing them back from the sidewalk, and using compatible building materials (one point).	The proposal shall adhere to the fence height standards in NMC 15.410.070(D).
11. Entrance Building Materials	Use entry accents such as distinctive building or paving materials to mark major entries to multifamily buildings or to individual units (one point).	Building entrances shall be emphasized through the use of recesses, projections, corner entries, or landscape treatments.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
12. Outdoor Lighting	Use appropriate outdoor lighting which enhances the nighttime safety and security of pedestrians without causing glare in nearby buildings (one point).	a. Uses on the site shall be illuminated as follows: (1) Parking and loading areas: 0.5 footcandle minimum. (2) Walkways: 0.5 footcandle minimum and average of 1.5 footcandles. (3) Building entrances: 1 footcandle minimum with an average of 3.5 footcandles, except that secondary entrances may have an average of 2.0 footcandles. b. Maximum illumination at the property line shall not exceed 0.5 footcandles. However, where a site abuts a nonresidential district, maximum illumination at the property line shall not exceed 1 footcandle. This standard applies to adjacent properties across a public right-of-way. c. Developments shall use full cut-off lighting fixtures to avoid off-site lighting, night sky pollution, and shining lights into residential units.
Building Design Elements		

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
1. Building Orientation and Entrances	Orient buildings toward the street. For attached single-family and smaller multifamily projects, this means orienting individual entries and porches to the street. In larger projects with internal circulation and grounds, this means that at least 10 percent of the units should have main entries which face the street rather than be oriented toward the interior (three points).	a. The primary building entry, or entries, for ground-floor units shall face the street right-of-way or a central common open space. Secondary entries may face parking lots or other interior site areas. b. For sites not on an arterial street, at least 50% of a site's street frontage, excluding driveways, shall be occupied by buildings that are located no further than 10 feet from the required setback line. c. For sites on an arterial street, at least 50% of a site's street frontage, excluding driveways, shall be occupied by buildings that are located no further than 20 feet from the required setback line.
2. Building Height	Respect the scale and patterns of nearby buildings by reflecting the architectural styles, building details, materials, and scale of existing buildings (three points).	The proposal shall adhere to the base zone standard for building height listed in NMC 15.415.020.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
3. Building Articulation	Break up large buildings into bays by varying planes at least every 50 feet (three points).	a. Street-facing building facades shall be divided into wall planes. The wall plane on the exterior of each dwelling unit shall be articulated by doing one or more of the following: (1) Incorporating elements such as porches, balconies, or decks into the wall plane. (2) Recessing the building a minimum of 2 feet deep x 6 feet long. (3) Extending an architectural bay at least 2 feet from the primary street-facing facade. b. To avoid long, monotonous, uninterrupted walls, buildings shall incorporate exterior wall off-sets, projections and/or recesses. At least 1 foot of horizontal variation shall be used at intervals of 40 feet or less along the building's primary facade on the ground-floor level.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
4. Building Facade Design	Provide variation in repeated units of large multifamily projects so that these projects have recognizable identities. Elements such as color; porches, balconies, and windows; railings; and building materials and form, either alone or in combination, can be used to create this variety (three points).	a. Windows and the glass portion(s) of doors with glazing shall occupy a minimum of 25% of the total street-facing facade. b. Buildings shall have a distinct base and top. The base of the building (ground-floor level) shall be considered from grade to 12 feet above grade. The base shall be visually distinguished from the top of the building by any of the following physical transitions: a change in brick pattern, a change in surface or siding materials, a change in color, or a change in the size or orientation of window types. c. Blank, windowless walls in excess of 750 square feet are prohibited when facing a public street, unless required by the Building Code. In instances where a blank wall exceeds 750 square feet, it shall be articulated (see Building Articulation, above) or landscaping shall be planted in front of it that will grow to cover 50% of the wall withing 3 years of planting. d. Garage doors shall be painted to match the color or color palette used on the rest of the buildings.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
5. Building Materials	Use some or all of the following materials in new buildings: wood or wood-like siding applied horizontally or vertically as board and batten; shingles, as roofing, or on upper portions of exterior walls and gable ends; brick at the base of walls and chimneys; wood or wood-like sash windows; and wood or wood-like trim (one point for each material described above).	The following building materials are prohibited on street-facing building facades and shall not collectively be used on more than 35% of any other building facade: (1) Vinyl PVC siding; (2) T-111 plywood; (3) Exterior insulation finishing (EIFS); (4) Corrugated metal; (5) Unfinished or untextured concrete or concrete block; (6) Spandrel glass; (7) Sheet pressboard.
6. Architectural Elements	Incorporate architectural elements of one of the city's historical styles (Queen Anne, Dutch colonial revival, colonial revival, or bungalow style) into the design to reinforce the city's cultural identity. Typical design elements which should be considered include, but are not limited to, "crippled hip" roofs, Palladian-style windows, roof eave brackets, dormer windows, and decorative trim boards (two points).	The applicant is encouraged to incorporate elements of one of the city's historical styles (Queen Anne, Dutch colonial revival, colonial revival, or bungalow style) into the design to reinforce the city's cultural identity.
7. Carports and Garages	Keep garages and carports secondary to the building by placing them to the side or back of units and/or using architectural designs, materials, and landscaping to buffer visual impacts from the street (two points).	a. On-site garages or carports shall not be located directly between the facade of a primary building(s) and an abutting street right-of-way. b. All garages or carports that are part of the same structure that contains dwelling units shall be located at least 4 feet behind the front building facade.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
8. Front Porches	Provide a front porch at every main entry as this is both compatible with the city's historic building pattern and helps to create an attractive, "pedestrian-friendly" streetscape (two points).	Provide a front porch or patio for at least one main entry.
9. Roofs	Use sloped roofs at a pitch of 3:12 or steeper. Gable and hip roof forms are preferable (two points).	Where a sloped roof is proposed, the sloped roof shall be at a pitch of 3:12 or steeper.

NMC 15.235 LAND DIVISIONS

15.235.050 Preliminary plat approval process.

A. Approval Criteria. By means of a Type II procedure for a partition, or a Type II or III procedure for a subdivision per NMC 15.235.030(A), the applicable review body shall approve, approve with conditions, or deny an application for a preliminary plat. The decision shall be based on findings of compliance with all of the following approval criteria:

1. The land division application shall conform to the requirements of this chapter;

2. All proposed lots, blocks, and proposed land uses shall conform to the applicable provisions of NMC Division 15.400, Development Standards;

3. Access to individual lots, and public improvements necessary to serve the development, including but not limited to water, wastewater, stormwater, and streets, shall conform to Division 15.500 NMC, Public Improvement Standards;

4. The proposed plat name is not already recorded for another subdivision, and satisfies the provisions of ORS Chapter 92;

5. The proposed streets, utilities, and stormwater facilities are adequate to serve the proposed development at adopted level of service standards, conform to the City of Newberg adopted master plans and applicable Newberg public works design and construction standards, and allow for transitions to existing and potential future development on adjacent lands. The preliminary plat shall identify all proposed public improvements and dedications;

6. All proposed private common areas and improvements, if any, are identified on the preliminary plat and maintenance of such areas is assured through the appropriate legal instrument;

7. Evidence that any required state and federal permits, as applicable, have been obtained or can reasonably be obtained prior to development; and

8. Evidence that improvements or conditions required by the city, road authority, Yamhill County, special districts, utilities, and/or other service providers, as applicable to the project, have been or can be met.

B. Middle Housing Land Division Criteria. The decision to approve a middle housing land division, processed as either a Type II or Type III procedure per NMC 15.100.030(B), shall be based on following:

1. A middle housing land division shall comply with the following:

a. A proposal for development of middle housing in compliance with the Oregon Residential Specialty Code and land use regulations applicable to the original lot or parcel allowed under ORS 197A.420(5);

b. Separate utilities for each dwelling unit;

c. Proposed easements necessary for each dwelling unit on the plan for:

i. Locating, accessing, replacing and servicing all utilities;

ii. Pedestrian access from each dwelling unit to a private or public road;

iii. Any common use areas or shared building elements;

iv. Any dedicated driveways or parking; and

v. Any dedicated common area;

d. Exactly one dwelling unit on each resulting lot or parcel, except for lots containing an existing detached single-unit dwelling and accessory dwelling unit, or an existing duplex, as allowed under ORS 197A.420 (4). Dwellings are not permitted on parcels or tracts designated as common areas;

e. Evidence demonstrating how buildings or structures on a resulting lot or parcel will comply with applicable building code provisions relating to new property lines;

f. Notwithstanding the creation of new lots or parcels, how structures or buildings located on the newly created lots or parcels will comply with the Oregon Residential Specialty Code;

g. Conditions may be added to the approval of a tentative plan for a middle housing land division to:

i. Prohibit the further division of the resulting lots or parcels.

ii. Require that a notation appear on the final plat indicating that the approval was given under this section;

2. In reviewing an application for a middle housing land division, the city shall:

a. Apply the procedures applicable to an expedited land division under ORS 197A.140, if requested by the applicant and without regard to the criteria in ORS 197A.142(1)

b. Require street frontage improvements where a resulting lot or parcel abuts the street consistent with land use regulations implementing ORS 197A.420.

c. May not subject an application to approval criteria except as provided in this section, including that a lot or parcel require driveways, vehicle access, parking or minimum or maximum street frontage.

d. May not subject the application to procedures, ordinances or regulations adopted under ORS 92.044 or 92.046 that are inconsistent with this section, unless if requested by the applicant under ORS 197A.140.

e. Allow the submission of an application for a middle housing land division at the same time as the submission of an application for building permits for the middle housing.

f. May require the dedication of right-of-way if the original parcel did not previously provide a dedication.

g. The tentative approval of a middle housing land division is void if and only if a final subdivision or partition plat is not approved within three years of the tentative approval.

C. Conditions of Approval. The city may attach such conditions as are necessary to carry out provisions of this code, and other applicable ordinances and regulations.

15.235.070 Final plat submission requirements and approval criteria.[2]

Final plats require review and approval by the director prior to recording with Yamhill County. Final plat applications for developments that include public infrastructure improvements will not be deemed complete until construction of all required public improvements have achieved at least substantial completion or the director determines substantial completion is imminent. The final plat submission requirements, approval criteria, and procedure are as follows:

A. Submission Requirements. The-applicant shall submit the final plat within two years of preliminary plat approval, or as otherwise provided for in NMC 15.235.030. The format of the plat shall conform to ORS Chapter 92. The final plat application shall include the following items:

1. One original and one identical copy of the final plat for signature. The plat copies shall be printed on mylar, and must meet the requirements of the county recorder and county surveyor. The plat must contain a signature block for approval by the city recorder and community development director, in addition to other required signature blocks for county approval. Preliminary electronic copies of the plat are acceptable for review at the time of final plat application.

2. Written response to any conditions of approval assigned to the land division describing how conditions of approval have been met.

3. A title report for the property, current within six months of the final plat application date.

4. Copies of any required dedications, easements, or other documents.

5. Copies of all homeowner's agreements, codes, covenants, and restrictions, or other bylaws, as applicable. This shall include documentation of the formation of a homeowner's association, including but not limited to a draft homeowner's association agreement regarding the maintenance of planter strips adjacent to the rear yard of proposed through lots.

6. Copies of any required maintenance agreements for common property.

7. Any other item required by the city to meet the conditions of approval assigned to the land division, including documentation of closeout of the public improvement permit for any required public infrastructure improvements.

B. Approval Process and Criteria. By means of a Type I procedure, the director shall review and approve, or deny, the final plat application based on findings of compliance or noncompliance with the preliminary plat conditions of approval. [Ord. 2940 § 1 (Exhs. A-1a, A-1b), 11-17-25; Ord. 2813 § 1 (Exh. A § 7), 9-5-17.]

NMC 15.303 USE CATEGORIES

15.303.200 Residential Uses

The following residential uses are defined in NMC 15.05.030:
//
T. Single room occupancy.

NMC 15.305 ZONING USE TABLE

15.305.020 Zoning use table – Use districts.

#	Use	R-1	R-2	R-3	R-4	RP	C-1	C-2	C-3	C-4	M-E	M-1	M-2	M-3	M-4-I	M-4-C	M-5	CF	I	AR	AI	Notes and Special Use Standards
//																						
200	**RESIDENTIAL USES**																					
Def.	Single room occupancy (4-6 Units)	P(2)	P	P(3)	-	P		-	-		X						-		P	P(6)		Subject to lot or development site area requirements of NMC 15.405.010
Def.	Single room occupancy (More than 6 units)	-	P	P(3)	-	P		-	P(8)		X						P(8)		P			Subject to lot or development site area requirements of NMC 15.405.010

Key:

P: Permitted use

S: Special use – Use requires a special use permit

C: Conditional use – Requires a conditional use permit

X: Prohibited use

(#): See notes for limitations

Notes.

//

(2) Limited to one per lot as a permitted use.

(3) Permitted on individual lots created prior to November 17, 1992. Homes or single room occupancies on individual lots created on or after November 17, 1992, will only be permitted through the planned unit development process.

//

(6) One single-family, duplex, triplex or quadplex dwelling, single room occupancy development, or up to four townhouses or cottage dwellings per lot with the addition of a tie-down or hangar for an airplane. At a minimum, a paved tie-down or hangar shall be provided on the property, or the property shall include permanent rights to a private hangar within the subdivision. See Chapter 15.336 NMC.

(7) The homes are not subject to the development standards set forth in NMC 15.445.050 through 15.445.070.

(8) The units must be located on the same lots as another use permitted or conditionally permitted in the C-3 or M-5 zone and may not occupy the first floor storefront area (the portion of the building closest to the primary street), except on E/W Second Street where dwelling units are permitted to occupy the first floor of a building. There shall be no density limitation. Private parking areas or garages are not required for dwelling units located within buildings in existence prior to and including June 30, 1999. Parking shall be provided for all new dwelling units within any building constructed after June 30, 1999, in private parking areas or garages on the basis of one parking space for each dwelling unit.

//

(29) Permitted provided the structure is designed for easy conversion to industrial use.

15.326.025 Springbrook Master Plan Develop Standards Matrix

DEVELOPMENT STANDARDS MATRIX						
DEVELOPMENT STANDARDS	**LOW DENSITY RESIDENTIAL**	**MID – RISE RESIDENTIAL**	**NEIGHBORHOOD COMMERCIAL**	**EMPLOYMENT**	**VILLAGE**	**HOSPITALITY**
LOT REQUIREMENTS						
ALLOWED USE*	• Detached Dwelling Units • Duplex Dwellings • Triplex and Quadplex Dwellings • Attached Dwelling Units • Cottage Clusters • Manufactured Home • Accessory Dwellings • Single room occupancies (4-6 units)	• Attached Dwelling Units • Manufactured Home • Detached Dwelling Units • Duplex Dwellings • Triplex and Quadplex Dwellings • Cottage Clusters • Multifamily Units • Single room occupancies (more than 6 units)	• Retail • Restaurants • Office • Medical Clinics • Financial Institutions • Agriculture • Civic Uses: Post Office Museum Community Center Library	• Industrial Offices (knowledge-based industries where services are primarily provided outside the community) • Light Industrial • Supporting Retail (directly serving the employment district, such as a deli or printing service) • Day Care • Agriculture • Transportation facilities and improvements and utility services	• Retail • Restaurants • Attached Dwelling Units • Manufactured Home • Multifamily Units • Home Occupations • Church • Single room occupancies (more than 6 units)	• Hotel • Restaurant • Spa • Meeting Facilities • Detached Dwelling Units, limited to vacation or transitory use or units for employees or caretakers of other uses within the village or hospitality areas • Manufactured Home • Home Occupations
	• Home Occupations • Passive or Active Use Parks • Agriculture • Civic Uses: Post Office Museum	• Home Occupations • Passive or Active Use Parks • Agriculture • Civic Uses: Post Office Museum Community Center	Day Care • Group Care Facilities • Transportation facilities and improvements and utility services • Services for local residents, such as laundromat or barber		• Artist Studios • Passive or Active Use Parks • Agriculture • Civic Uses: Train Depot Post Office Museum	• Retail • Museum • Artist Studios • Group Care Facilities • Agricultural Production or Processing • Passive or Active Use Parks

	Community Center Library School • Day Care • Group Care Facilities • Church • Transportation facilities and improvements and utility services • Any other building or use determined to be similar to uses listed in this district	Library • Day Care • Group Care Facilities • Church • Transportation facilities and improvements and utility services • Any other building or use determined to be similar to uses listed in this district	• Any other building or use determined to be similar to uses listed in this District		Community Center Library • Day Care • Group Care Facilities • Financial Institutions • Winery • Medical Clinics • Office • Transportation facilities and improvements and utility services • Any other building or use determined to be similar to uses listed in this district	• Transportation facilities and improvements and utility services • Any other building or use determined to be similar to uses listed in this district

NMC 15.332 AIRPORT INDUSTRIAL (AI) DISTRICT

15.332.020 Permitted buildings and uses.

A. In the AI airport industrial district, the following buildings and uses are permitted as hereinafter specifically provided.

B. The buildings and uses are subject to the general provisions and exceptions set forth in this code:
//
22. One residence per hangar with a floor of area of not more than 40 percent of the area of the hangar floor, up to a maximum of 1,500 square feet, for occupancy by the owner of the hangar or an airport hangar caretaker or security officer on each separate parcel.

NMC 15.346 SPECIFIC PLAN (SP) SUBDISTRICT

15.346.070 Specific plan development standards.

Development standards for specific plans are listed below. The standards shall be utilized in conjunction with the specific plan adopted as an exhibit to the SP overlay subdistrict. This section is intended to be amended as new specific plans are adopted.

A. The Northwest Newberg Specific Plan**.**

\\

6. Residential Density. Residential density is governed by the SP overlay subdistrict. The maximum allowed density is set by the number of lots depicted on the land use plan, Figure 6 of the northwest Newberg specific plan. Additional standards follow:

a. Minimum Lot Size.

i. Single-family detached dwellings, duplex dwellings, ~~or~~ triplex dwellings, or single room occupancies with 4-6 units: 5,000 square feet.

ii. Townhouse dwellings: 1,500 square feet.

iii. Quadplex dwellings or cottage cluster projects: 7,000 square feet.

b. Maximum Lot Coverage.

i. R-1-SP zone: 40 percent (including garage).

ii. R-2-SP zone: 60 percent (including garage).

c. Maximum Density.

i. LDR districts: set by the specific plan (averages 4.4 dwellings per acre).

ii. MDR districts: 8.8 dwellings per acre.

iii. For the purpose of calculating compliance with the maximum density standard, single-family detached and duplex dwellings count as a single dwelling.

iv. Triplex dwellings, quadplex dwellings, townhouse dwellings, single room occupancies with 4-6 units, and cottage cluster projects shall be exempt from the maximum density calculation and shall be subject only to the minimum lot sizes in subsection (A)(6)(a) of this section.

//

B. Springbrook Oaks Specific Plan.

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8. Residential Density. Residential density is governed by the SP overlay subdistrict.

a. The following development standards shall be applied to Springbrook Oaks for single-family detached dwellings and duplex dwellings (please refer to Graphic VI for map of development areas A through H of the Springbrook Oaks specific plan). See Appendix A, Figure 20. These standards shall supersede any density or density transfer standards established in the development code.

Area	Zone	Minimum Lot Size (Square Feet)	Minimum Lot Area per Dwelling Unit (Square Feet)	Maximum Density (Dwelling Units per Acre)
A	C-2	5,000	NA	NA
B[4, 5]	RP	1,500*	1,500*	21.8*[1]
C[4, 5]	R-3	2,500*	2,500*	13.1*
D[4, 5]	R-2	3,750*	3,750	8.8
E[4, 5]	R-2	5,000	5,000*	6.6*

Area	Zone	Minimum Lot Size (Square Feet)	Minimum Lot Area per Dwelling Unit (Square Feet)	Maximum Density (Dwelling Units per Acre)
F-1[4, 5]	RP	1,500*	1,500*	21.8*
F-2[4, 5]	RP	1,500*	None*[2]	None*[2]
F-3[4, 5]	RP	1,500*	1,500*	21.8*
G	M-1	20,000	NA	NA
H[4, 5]	R-1	5,000*	10,000*[3]	3.3*

* Different than the standards established elsewhere in the development code. Residential land use only permitted on F-1 area for Yamhill County tax lot 3216-02026.

[1] Up to 100 percent of the land zoned RP within area B may be developed for residential use.

[2] There is no limit on the number of dwelling units allowed in area F-2.

[3] Average lot area per dwelling in any one subdivision.

[4] Duplex dwellings are exempt from minimum lot area per dwelling unit. Duplex dwellings count as a single dwelling for the purpose of calculating compliance with the maximum density.

[5] Triplex dwellings, quadplex dwellings, townhouse dwellings, multifamily dwellings, single room occupancies, and cottage cluster projects are permitted on lots meeting the applicable minimum lot areas for the dwelling type in the corresponding zone per NMC 15.405.010(A), and are exempt from the development standards in this table.

NMC 15.405 LOT REQUIREMENTS

15.405.010 Minimum and maximum lot area.

A. In the following districts, each lot or development site shall have an area as shown below except as otherwise permitted by this code:

1. In the R-1, R-2, R-3, R-P and AR districts, the following minimum lot area standards apply:

Zone	Minimum lot area for single family	Minimum lot area for duplex dwelling	Minimum lot area for triplex dwelling	Minimum lot area for quadplex dwelling	Minimum lot area for townhouse	Minimum lot area for cottage cluster	Minimum lot area per dwelling unit for multifamily	Minimum lot area for single room occupancy (4-6 Units)	Minimum lot area per single room occupancy unit (More than 6 units)
R-1	5,000 SF	5,000 SF	5,000 SF	7,000 SF	1,500 SF	7,000 SF	Per conditional use review	5,000 SF	—
R-2	3,000 SF	3,000 SF	5,000 SF	7,000 SF	1,500 SF	7,000 SF	3,000 SF	3,000 SF	1,000 SF
R-3	2,500 SF	2,500 SF	4,500 SF	6,000 SF	1,500 SF	6,000 SF	1,500 SF	2,500 SF	500 SF
R-P	3,000 SF	3,000 SF	5,000 SF	7,000 SF	1,500 SF	7,000 SF	3,000 SF	3,000 SF	1,000 SF
AR	5,000 SF	5,000 SF	5,000 SF	7,000 SF	1,500 SF	7,000 SF	—	5,000 SF	—

2. In the AI, C-1, C-2, C-3, and M-5 districts, each lot or development site shall have a minimum area of 5,000 square feet or as may be established by a subdistrict.

3. In the M-1, M-2, M-3, and M-E districts, each lot or development site shall have a minimum area of 20,000 square feet.

4. Institutional districts shall have a minimum size of five contiguous acres in order to create a large enough campus to support institutional uses; however, additions to the district may be made in increments of any size.

5. Within the commercial and mixed employment district(s) of the riverfront overlay subdistrict, there is no minimum lot size required, provided the other standards of this code can be met.

B. Maximum Lot or Development Site Area per Dwelling Unit.

1. In the R-1 district, the average size of lots in a subdivision intended for single-family development shall not exceed 10,000 square feet.

2. In the R-2 and R-P districts, the average size of lots in a subdivision intended for single-family development shall not exceed 5,000 square feet.

3. In the R-2, AR and R-P districts, when a development site of more than 15,000 square feet of area is to be subdivided, partitioned, or developed with more than one primary dwelling unit on a lot, the average size of the subject lot or lots shall not exceed 5,000 square feet per dwelling unit. For purposes of this subsection, when more than one contiguous lot is under the same ownership it shall be considered a single development site.

4. In the R-3 district, when a development site of more than 15,000 square feet of area is to be subdivided, partitioned, or developed with more than one primary dwelling unit on a lot, the average size of the subject lot or lots shall not exceed 2,500 square feet per dwelling unit. For purposes of this subsection, when more than one contiguous lot is under the same ownership it shall be considered a single development site.

NMC 15.410 YARD SETBACK REQUIREMENTS

15.410.070 Yard exceptions and permitted intrusions into required yard setbacks.

The following intrusions may project into required yards to the extent and under the conditions and limitations indicated:

\\

E. Parking and Service Drives (Also Refer to NMC 15.440.010 through 15.440.080).

1. In any district, service drives or accessways providing ingress and egress shall be permitted, together with any appropriate traffic control devices in any required yard.

2. In any residential district, public or private parking areas and parking spaces shall not be permitted in any required yard except as provided herein:

a. Required parking spaces shall be permitted on service drives in the required front yard in conjunction with any single-family detached dwelling, duplex dwelling, triplex dwelling, quadplex dwelling, or townhouse dwelling on a single lot.

b. Recreational vehicles, boat trailers, camperettes and all other vehicles not in daily use are restricted to parking in the front yard setback for not more than 48 hours; and recreational vehicles, boat trailers, camperettes and all other vehicles not in daily use are permitted to be located in the required interior yards.

c. Public or private parking areas, parking spaces or any building or portion of any building intended for parking which have been identified as a use permitted in any residential district shall be permitted in any interior yard that abuts an alley, provided said parking areas, structures or spaces shall comply with NMC 15.440.070, Parking tables and diagrams (Diagrams 1 through 3).

d. Public or private parking areas, service drives or parking spaces which have been identified as a use permitted in any residential district shall be permitted in interior yards; provided, that said parking areas, service drives or parking spaces shall comply with other requirements of this code.

3. In any commercial or industrial district, except C-1, C-4, M-1, and M-E, public or private parking areas or parking spaces shall be permitted in any required yard (see NMC 15.410.030) subject to the landscaping requirements of NMC 15.420.010(B)(3). Parking requirements in the C-4 district and the M-E district within the riverfront overlay subdistrict are described in NMC 15.352.040(H).

4. In the I district, public or private parking areas or parking spaces may be no closer to a front property line than 20 feet, and no closer to an interior property line than five feet.

NMC 15.415 BUILDING AND SITE DESIGN STANDARDS

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15.415.050 Rules and exceptions governing triplex and quadplex dwellings, townhouse dwellings and cottage cluster projects.

A. Where permitted, triplex dwellings and quadplex dwellings are subject to the following provisions:

//

3. Garages and Off-Street Parking Areas. Garages and off-street parking areas shall not be located between a building and a public street (other than an alley), except in compliance with the standards in subsections (A)(3)(a) and (b) of this section.

a. The garage or off-street parking area is separated from the street property line by a dwelling; or

b. The combined width of all garages and outdoor on-site parking and maneuvering areas does not exceed a total of 50 percent of the street frontage.

//

C. Where permitted, cottage cluster projects are subject to the following provisions:

//

6. Community Buildings. Cottage cluster projects may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, or community eating areas.

//

9. Accessory Structures. Accessory structures must not exceed 400 square feet in floor area. Cottage cluster community buildings are not considered accessory structures.

NMC 15.435 SIGNS

15.435.050 Major freestanding signs.

A. Number.

1. All Zones. One major freestanding sign is allowed on each street frontage, plus one sign for each full 600 feet of street frontage. Only one sign on each street frontage may be an animated sign.

//

C. Height and Setbacks. Freestanding signs regulated by this section are not subject to the setback requirements of NMC 15.410.010 through 15.410.070 or the projecting building features requirements of said sections. Height and setbacks of freestanding signs shall conform to the following height limitations and other requirements:

1. C-3 Zone. No major freestanding signs shall be allowed greater than six feet in height.

2. Other Zones.

a. A sign up to three feet in height is not required to be set back from any property line.

b. A sign taller than three feet and up to six feet shall be set back at least five feet from any property line.

c. A sign taller than six feet and up to eight feet shall be set back at least 10 feet from any front property line and five feet from any interior property line.

d. A sign taller than eight feet and up to 15 feet shall be set back at least 15 feet from any front property line and five feet from any interior property line.

e. A sign taller than 15 feet and up to 20 feet shall be set back at least 20 feet from the front property line and five feet from any interior property line.

f. A sign taller than 20 feet is not permitted except as provided by subsection (C)(2)(g) of this section.

g. A sign on a lot that is at least 10 acres in size in a zone other than residential, C-1, or I and that has at least 200 feet of frontage on a street may be up to 30 feet high, provided it is set back at least 20 feet from the front property line and at least 10 feet from any interior property line.

3. Height Measurement

a. The height of a freestanding sign shall be computed as the distance from the base of the sign at finished grade to the top of the highest attached component of the sign. The height of any monument sign base or other structure erected to support or adorn the sign is measured as part of the sign height. If a sign is located on a mound, berm, or other raised area for the sole purpose of increasing the height of the sign, the height of the mound, berm, or other raised area shall be included in the height of the sign.

Penalty: See NMC 15.05.120.

NMC 15.440 OFF-STREET PARKING, BICYCLE PARKING, AND PRIVATE WALKWAYS

//

15.440.030 Parking Spaces Required

Table 15.440.030(A) Minimum Parking Spaces Required and Maximum Parking Spaces Allowed by Use

Use	Minimum Parking Spaces Required	Maximum Parking Spaces Allowed***		Rate and Units
		Uses fronting a street with abutting on- street parking	Uses fronting no street with abutting on-street parking	
Residential Types				
//				
Studio or one-bedroom unit	1	1.2	1.5	Per dwelling unit
Two-bedroom unit	1.5	1.8	2.25	Per dwelling unit
Three- and four-bedroom units	2	2.4	3	Per dwelling unit
Five- or more bedroom unit	0.75	0.9	1.13	Spaces per bedroom
Single room occupancy development with four to six units	2	None	None	Per development
Single room occupancy development with more than six units	0.67	None	None	Per SRO Unit
//				
Parking Requirement Modifiers for Multifamily Residential Developments and for Single Room Occupancy Developments with more than six units				

15.440.050 Joint use of parking facilities and mixed uses

//

B. Joint Uses of Parking Facilities. The director may, upon application, authorize the joint use of parking facilities required by said uses and any other parking facility; provided, that:

1. The applicant shows that there is no substantial conflict in the principal operating hours of the building or use for which the joint use of parking facilities is proposed.

2. The parking facility for which joint use is proposed is no further than 400 feet from the building or use required to have provided parking.

3. The parties concerned in the joint use of off-street parking facilities shall evidence agreement for such joint use by a legal instrument approved by the city attorney as to form and content.

a. For required parking associated with an existing development, such instrument, when approved as conforming to the provisions of the ordinance, shall be filed with the director.

b. For required parking associated with a new development, the director may require that such instrument, when approved as conforming to the provisions of the ordinance, shall be recorded in the office of the county recorder and copies of the instrument filed with the director.

15.440.060 Parking area and service drive improvements.

All public or private parking areas, outdoor vehicle sales areas, and service drives shall be improved according to the following:

A. All parking areas and service drives shall have surfacing of asphaltic concrete or Portland cement concrete or other hard surfacing such as brick or concrete pavers. Other durable and dust-free surfacing materials may be approved by the director for infrequently used parking areas. All parking areas and service drives shall be graded so as not to drain stormwater over the public sidewalk or onto any abutting public or private property.

B. All parking areas shall be designed not to encroach on public streets, alleys, and other rights-of-way. Parking areas shall not be placed in the area between the curb and sidewalk or, if there is no sidewalk, in the public right-of-way between the curb and the property line. The director may issue a permit for exceptions for unusual circumstances where the design maintains safety and aesthetics.

C. All parking areas, except those required in conjunction with a single-family detached, duplex, triplex, quadplex, single room occupancies, townhouse dwelling, or cottage cluster project, shall provide a substantial bumper which will prevent cars from encroachment on abutting private and public property.

D. All parking areas, including service drives, except those required in conjunction with single-family detached, duplex, triplex, quadplex, single room occupancies, townhouse dwellings or cottage cluster projects, shall be screened in accordance with NMC 15.420.010(B).

E. Any lights provided to illuminate any public or private parking area or vehicle sales area shall be so arranged as to reflect the light away from any abutting or adjacent residential district.

F. All service drives and parking spaces shall be substantially marked and comply with NMC 15.440.070.

G. Parking areas for residential uses shall not be located in a required front yard, except as follows:

1. Single-family detached, duplex, triplex, quadplex, single room occupancies and townhouse dwellings: parking is authorized in a front yard on a service drive which provides access to an improved parking area outside the front yard; or

2. Single-family detached, duplex, triplex, quadplex, single room occupancies and townhouse dwellings: parking is authorized in a front yard on a service drive provided that that the service drive is at least 20 feet deep and 9 feet wide. The service drive may not take up more than 50% of the required font yard area.

H. A reduction in size of the parking stall may be allowed for up to a maximum of 30 percent of the total number of spaces to allow for compact cars. For high turnover uses, such as convenience stores or fast-food restaurants, at the discretion of the director, all stalls will be required to be full-sized.

I. Portions of off-street parking areas may be developed or redeveloped for transit-related facilities and uses such as transit shelters or park-and-ride lots, subject to meeting all other applicable standards, including retaining the required minimum number of parking spaces.

Penalty: See NMC 15.05.120.

NMC 15.445 SPECIAL USE STANDARDS

//

15.445.030 Permitted locations.

Unless otherwise provided herein, upon compliance with applicable regulations and processes, manufactured dwellings only shall be permitted:

A. In approved mobile home parks or manufactured dwelling parks.

B. As manufactured homes in approved manufactured home subdivisions.

C. As manufactured homes on individual lots, including placement as a single dwelling, duplex, triplex, quadplex, single room occupancy, cottage or accessory dwelling.

D. On a private lot for a period of not more than six months, during construction of a new home situated on the same lot. Before the expiration of this time, the applicant may petition the director for a six-month extension of this deadline if home construction is underway but not yet completed. The applicant shall post a bond or deposit of $1,000 with the director. Upon the removal of the manufactured dwelling from the premises, the director will return the bond or deposit. If, at the end of six months, the manufactured dwelling has not been removed, the bond

or deposit will be forfeited, and the city will use this for the removal of the manufactured dwelling from the property. Before the manufactured dwelling is used, the applicant shall connect it to the city water and sewer systems with proper permits and inspections.

E. As general offices in commercial or industrial districts for a period of not more than 18 consecutive months, provided:

1. The director finds that such use will be reasonably compatible with and have minimal impact on uses on abutting property and in the surrounding neighborhood and grants approval based on this compatibility; and

2. Within six months from the date approval is granted on application for a building permit for a permanent structure or the permit is filed with the director. Failure to submit the application within the specified time will terminate the approval.

F. For temporary construction office use on the premises of new construction until the construction is completed.

G. As permanent living quarters for a night watchman or caretaker in commercial or industrial districts upon a finding by the director that such use will be reasonably compatible with and have minimal impact on uses on abutting property and in the surrounding neighborhood, is required for property security, and the director issues a permit. [Ord. 2747 § 1 (Exh. A § 13), 9-6-11; Ord. 2451, 12-2-96. Code 2001 § 151.657. Formerly 15.445.070.]

15.445.075 Mobile home and manufactured dwelling parks – General provisions.

A. Minimum area: one acre.

B. Maximum density shall not exceed the permitted density of the district.

C. Perimeter Treatment. Except as required for vision clearance, the outer perimeter of each park shall be improved with:

1. A masonry wall not less than four feet and not more than six feet in height shall be built around the perimeter of the park. Acceptable materials include brick, split-face concrete block, and concrete block with a stucco finish. Other types of exposed masonry may be used subject to review and approval of the director;

2. In addition to subsection (D)(1) of this section, adjacent to public streets, a landscape planter that is at least 10 feet in depth (this shall be in addition to the width of any required sidewalk). This landscaped area shall be dedicated as part of the public street.

D. Perimeter Setbacks. As measured from the property line, a minimum setback of 15 feet shall be provided for all homes and accessory structures along a public street. A minimum of five feet shall be provided for all other property lines. Projections as allowed under NMC 15.410.070 shall apply to these setbacks

Penalty: See NMC 15.05.120.

15.445.260 Development standards.

//

B. Limitations. An accessory dwelling unit is permitted, providing there is compliance with all of the following standards:

//

2. The maximum floor area for ~~A~~an accessory dwelling unit equals 50 percent of the gross floor area of the living area of the primary unit, up to a maximum of 1,000 square feet. Living area does not include attached or detached garages, and shall be determined based on Yamhill County Assessor property detail data, or the director may approve an

15.445.270 Approval.

To obtain approval to create an accessory dwelling unit, the applicant must demonstrate compliance with all of the requirements of NMC 15.445.260. The application shall be processed as a Type I procedure as regulated by NMC 15.100.020.

NMC 15.505 PUBLIC IMPROVEMENT STANDARDS

15.505.030 Street standards

//

P. Private Streets.

1. New private streets, as defined in NMC 15.05.030, shall not be created, except as allowed by NMC 15.240.020(L)(2).

2. Existing private streets, except those created as allowed by NMC 15.240.020(L)(2). When development occurs on a lot abutting a substandard portion of an existing residential private street, the private street frontage shall be improved to comply with and match:

    a. The existing paved roadway width, or a minimum paved roadway width of 20-feet, whichever is greater, except a minimum width of 26-feet may be required to meet applicable fire access and public safety requirements as identified by the fire marshal.

        i. Where it is demonstrated that compliance with subsection (P)(2)(a) is not

feasible due to topographic or other constraints recognized by the city engineer, private street improvements are to be of sufficient width and construction to satisfy transportation and fire access requirements as identified by the city engineer and fire marshal.

ORDINANCE NO. 2026-2947

AN ORDINANCE AMENDING NEWBERG MUNICIPAL CODE, TITLE 13 PUBLIC UTILITIES AND CONSTRUCTION TO CLARIFY PROCEDURES AROUND WATER CONNECTIONS UNDER SEPARATE OWNERSHIP

Recitals:

1. Code Maintenance is part of the Community Development Department's continuous improvement efforts and is a significant project priority.

2. Code Maintenance implements City Council's Goal to, "Create and maintain a high level of customer service," including code amendments that improve predictability in the permit process.

3. The proposed code amendments were identified by staff through use and application of the code, customer feedback, and industry best practices.

4. The proposed amendments reflect standard operating procedures and support coordination between development review engineering and capital projects.

The City of Newberg Ordains as Follows:

1. Newberg Municipal Code, Title 13, is amended as shown in Exhibits B-1a ("Annotated Amendments") and B-1b ("Clean Copy Amendments").

Effective Date of this ordinance is 30 days after the adoption date, which is: _____, 2026.
Adopted by the City Council of Newberg, Oregon, this _____ day of _____, 2026, by the following votes: **AYE:** **NAY:** **ABSTAIN:**

_____
Rachel Thomas, City Recorder

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

_____
Bill Rosacker, Mayor

City Council Ordinance

2026-2947

Exhibit B-1a

2026 Code Maintenance Package

Title 13 Amendments (Annotated)

DCA26-0001: 2026 Code Maintenance Package

Draft Code Maintenance Amendments

Formatting of amendments:

- Code edits and revisions are indicated using double underline for text additions and ~~strike-outs~~ text for deletions.
- The comments in text boxes summarize the proposed changes and the reasons for them.

TITLE 13 PUBLIC UTILTIES AND SERVICES

13.15 Water

//

13.15.030 Water connections.

A. The city council shall, as it deems necessary, establish and adopt by resolution rules and regulations regarding connection to the city water system, permits affecting the connection, and fees, rates and charges relating to connection and the general provision of water service.

B. Every applicant for water service from the city which shall require a new tap or connection with a water main or pipeline of the city water system shall, before the connection is made, pay the appropriate water connection fee as established by the city council; subject, however, to such contracts as the city council may authorize in connection with any subdivisions, annexations, industrial establishments and similar developments.

1. Independent Water Services. Every dwelling and/or building under separate ownership shall have an independent water service connection and water meter. Additionally, each parcel under separate ownership shall be served by an individual water service lateral and water meter.

//

Staff Comments: Updated to clarify the number, type and ownership of buildings, dwellings and lots allowed to be served by a single meter.

-END-

City Council Ordinance

2026-2947

Exhibit B-1b

2026 Code Maintenance Package

Title 13 Amendments (Clean Copy)

DCA26-0001: 2026 Code Maintenance Package

Draft Code Maintenance Amendments

Formatting of amendments:

- This draft is a "clean copy" with all track changes and commentary removed.
- For reference, see track changes and commentary in Exhibit B-1a

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TITLE 13 PUBLIC UTILTIES AND SERVICES

13.15 Water

13.15.030 Water connections.

A. The city council shall, as it deems necessary, establish and adopt by resolution rules and regulations regarding connection to the city water system, permits affecting the connection, and fees, rates and charges relating to connection and the general provision of water service.

B. Every applicant for water service from the city which shall require a new tap or connection with a water main or pipeline of the city water system shall, before the connection is made, pay the appropriate water connection fee as established by the city council; subject, however, to such contracts as the city council may authorize in connection with any subdivisions, annexations, industrial establishments and similar developments.

1. Independent Water Services. Every dwelling and/or building under separate ownership shall have an independent water service connection and water meter. Additionally, each parcel under separate ownership shall be served by an individual water service lateral and water meter.

-END-

Exhibit C – 2026 Code Maintenance Package

Planning Commission Resolution 2026-402

PLANNING COMMISSION RESOLUTION 2026-402

A RESOLUTION RECOMMENDING CITY COUNCIL AMEND NEWBERG MUNICIPAL CODE, TITLE 15 DEVELOPMENT CODE, TO CLARIFY REGULATIONS, COMPLY WITH STATE LAND USE REQUIREMENTS, AND IMPROVE CUSTOMER SERVICE IN THE PERMIT PROCESS

RECITALS

1. Code Maintenance is part of the Community Development Department's continuous improvement efforts and is a "Significant Project" priority on the 2025 Planning Division Work Program.

2. Code Maintenance implements City Council's Goal to, "Continue to create and maintain a high level of customer service", including improving predictability in the permit process.

3. The proposed code amendments were identified by staff through use and application of the code and customer feedback.

4. Code Maintenance amendments do not involve significant policy changes.

5. The Newberg Planning Commission conducted a duly noticed public hearing on October 8, 2026, considered public testimony, deliberated, and found the proposed amendments to be consistent with the Newberg Comprehensive Plan and Oregon Statewide Land Use Goals, and in the best interests of the City.

The Newberg Planning Commission resolves as follows:

1. The Planning Commission of the City of Newberg recommends the City Council adopt the proposed amendments to NMC Title 15 Development Code and Title 13 Utilities as contained in Exhibit A-1, attached hereto.

2. The Planning Commission adopts the Findings in Exhibit A-2, attached hereto.

Adopted by the Newberg Planning Commission this 8th day of October 2026.

Planning Commission Chair

ATTEST:

Planning Commission Secretary

List of Exhibits:

A-1 Development Code Amendments
A-2 Findings

Exhibit A-1 to Resolution No. 2026-402
Development Code Amendments – File DCA26-0001

DCA26-0001: 2026 Code Maintenance Package

Draft Code Maintenance Amendments

Formatting of amendments:

- Code edits and revisions are indicated using double underline for text additions and ~~strike-outs~~ text for deletions.
- Forward Slashes "//" indicate text that is unchanged and has been omitted for brevity.
- The comments in text boxes summarize the proposed changes and the reasons for them.

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NMC 15.05 GENERAL PROVISIONS

15.05.030 Definitions.

//

"**Airport imaginary surfaces**" means those imaginary areas in space defined below. Any object extending above these imaginary surfaces is an obstruction. The imaginary areas in space are defined by:

1. **Airport Approach Safety Zone**. A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface except as noted on Airport Overlay Map A (see Appendix B, Map 2). The inner edge of the approach surface is the same width as the primary surface and extends to a width of 1,250 feet for a utility runway having only visual approaches, and 1,500 feet for a runway other than a utility runway having only visual approaches. The airport approach surface extends for a horizontal distance of ~~3,000~~ 5,000 feet at a slope of 20 feet outward for each foot upward (20:1) for all utility and visual runways.

"**Service drive**" means a vehicular access which provides ingress and egress from a driveway approach to an improved parking space(s). A service drive is either a "**private street**" or a "**private drive**" as defined in this code. A service drive may contain an improved parking space(s).

[…]

Staff Comment: Airport updated to match FAA current requirements under 14 CFR 77.19(d)(2). Service drive definition updated for consistency with the update to 15.440.060(G)(2).

//

"Single room occupancy" means a residential development with no fewer than four attached or detached units that are independently rented and lockable and provide living and sleeping space for the exclusive use of an occupant, but require that the occupant share sanitary or food preparation facilities with other units in the occupancy.

Staff comment: To comply with HB 2138 (2025) requiring cities to allow single room occupancies, effective January 1, 2027. Definition is state definition.

15.100.020 Type I procedure – Administrative decision.

A. Type I development actions shall be decided by the director without public notice or public hearing. Notice of a decision shall be provided to the applicant. There are two subcategories of Type I actions. Except as otherwise required by this code, actions indicated with an asterisk (*) do not require a land use application and are processed concurrently with any application for a building permit or business license unless no such permit is required. All other actions listed in this subsection require a Type I land use application which must be approved before building permits or a business license may be issued for the project or use.

B. Type I actions include, but are not limited to:

1. Design review permits for single-family dwellings, duplex dwellings, triplex dwellings, quadplex dwellings, townhouses, ~~cottage cluster projects~~, single room occupancies with four to six units, additions, accessory dwelling units, accessory structures, or other additions specifically listed in NMC 15.220.020(A)(1)*.

2. Cottage Cluster Projects.

~~2~~3. Home occupation permits.*

~~3~~4. Signs, not in conjunction with a new development or major remodel and not including original art murals reviewed under NMC 15.435.130.*

~~4~~5. Original art murals reviewed under NMC 15.435.130.

~~5~~6. Adjustments.

~~6~~7. Processing final land division maps and plats.

~~7~~8. Manufactured homes contributing to development identified elsewhere in this subsection (B) or other additions specifically listed in NMC 15.220.020(A)(1).

~~8~~9. Determining compliance with the conditions of approval for a land use action processed under a Type II or Type III procedure.

15.100.030 Type II procedure.

A. Type II development actions shall be decided by the director.

B. Type II actions include, but are not limited to:

1. Site design review.

2. Multifamily dwellings in the R-2, R-3, RP, AR, C-3 (except along Hancock Street), C-4 or I zone meeting the objective process requirements of NMC 15.220.060.

3. Multifamily dwellings in the R-3, AR, C-3 (except along Hancock Street), or I zone not meeting the objective process requirements of NMC 15.220.060.

4. Single Room Occupancy developments with over six units

~~4~~5. Variances.

~~5~~6. Manufactured dwelling parks and mobile home parks.

~~6~~7. Partitions, including middle housing land divisions.

~~7~~8. Subdivisions, including middle housing land divisions, except for subdivisions with certain conditions requiring them to be processed using the Type III process, pursuant to NMC 15.235.030(A).

Staff Comment: Updated to clearly state that most dwelling units go straight to building permit instead of requiring full design review to match NMC 15.220.020. Cottage clusters still require full design review. This is a correction to the 2025 code maintenance package and also adds in single-room occupancies.

C. The applicant shall provide notice pursuant to the requirements of NMC 15.100.200 et seq.

D. The director shall make a decision based on the information presented and shall issue a development permit if the applicant has complied with all of the relevant requirements of this code. The director may add conditions to the permit to ensure compliance with all requirements of this code.

E. Appeals may be made by an affected party, Type II, in accordance with NMC 15.100.160 et seq. All Type II development action appeals shall be heard and decided by the planning commission.

F. If the director's decision is appealed as provided in subsection (E) of this section, the hearing shall be conducted pursuant to the Type III quasi-judicial hearing procedures as identified in NMC 15.100.050.

G. The decision of the planning commission on any appeal may be further appealed to the city council by an affected party, Type III, in accordance with NMC 15.100.160 et seq. and shall be a

review of the record supplemented by written or oral arguments relevant to the record presented by the parties.

H. An applicant shall have the option to request at the time the development permit application is submitted that the proposal be reviewed under the Type III procedure.

15.100.120 Referral of development permit applications.

Within five working days of deeming ~~accepting~~ an application complete, the director shall do the following:

A. On Type I procedures, the director is only required to make referrals to the extent necessary to make a decision on the development permit.

B. On Type II and Type III procedures, the director shall transmit a copy of the application, or appropriate parts of the application, to each affected agency and city department for review and comment, including ODOT, Tribes listed by the Legislative Commission on Indian Services (LCIS) for Newberg, and others responsible for determining compliance with state and federal requirements. The affected agencies and city departments shall have 15 calendar days to comment. The referral agency or city department is presumed to have no comments if comments are not received within the specified time period. The director shall grant an extension only if the application involves unusual circumstances. Any extension shall only be for a maximum of 15 additional days.

C. On Type IV procedures, the director shall provide referrals to ODOT, Tribes listed by the Legislative Commission on Indian Services (LCIS) for Newberg, and other agencies in compliance with state law and as otherwise determined by the city. [Ord. 2619, 5-16-05; Ord. 2451, 12-2-96. Code 2001 § 151.043.]

Cross-reference: See Chapter 197 of Title 19 ORS pertaining to comprehensive land use planning coordination.

Staff Comment: Updated to clearly state tribes are among the agencies notified to comply with updated states rules that go into effect January 1, 2027 (OAR 660-023-0210). The Legislative Commission on Indian Services (LCIS) will provide a list to the City by the end of the year of tribes that requested to be contacted for Newberg Area development.

Article III. Appeals

15.100.160 Appeal procedures.

A. Type I. An appeal of a Type I decision by the director must be filed within 14 calendar days of the date of the decision by the director. Appeals may be made only by an affected party, Type I (the person or party submitting the application). Appeals of a Type I application are processed as a Type III procedure and proceed to the planning commission, except that appeals of Type I applications relating to historic landmarks are reviewed by the historic preservation commission.

B. Type II. An appeal of a Type II decision by the director must be filed within 14 calendar days of the date of the decision.

~~1. Appeals may be made only by an affected party, Type II (the applicant, any party entitled to receive notice of the decision, or anyone providing written comments within 14 calendar days prior to the date of the decision) Appeals of a Type II application are processed as a Type III procedure and proceed to the planning commission, except that appeals of Type II applications relating to historic landmarks are reviewed by the historic preservation commission.~~

1.Type II decisions may be appealed by any affected party except that appeal rights relating to housing application decisions have been restricted by the Oregon Legislature. As required by Oregon House Bill 4037 (2026), only the applicant may appeal an application for housing approved pursuant to ORS 197A.400(5). Affected parties for non-housing applications include the applicant, any party entitled to receive notice of the decision, and any party providing written comments on the application within 14 calendar days prior to the date of the decision.

The following Type II decisions are examples of housing applications that are processed pursuant to ORS197A.400(5):

a. Site Design Review applications for housing except for applications that are contingent upon approval of a zone change, conditional use permit, or variance.

b. Residential land division applications, including expedited and middle housing land divisions, except for applications that are contingent upon approval of a zone change, conditional use permit, or variance.

Appeals of a Type II application are processed as a Type III procedure and proceed to the planning commission, except that appeals of Type II applications relating to historic landmarks are reviewed by the historic preservation commission.

Staff Comment: As required by HB 4037(2026), under ORS 197A.400(1) and (5)(c), there is no right to appeal for parties other than applicant when a housing application meets the criteria in subsection 1 of the statute (clear and objective standards). Type II Middle housing land divisions moved up to B(1)(b).

Additional requirements such as not allowing other parties to intervene and notice of decision only to the applicant amended under HB4037 (2026) and ORS 197A.140 are not part of this

amendment package. The City intends to apply ORS 197A.140 as amended HB4037 (2026) as it concerns expedited land divisions until after the forthcoming legislative session, at which time we will re-evaluate the need to adopt implementing code.

~~C. Type II Middle Housing Land Divisions. An appeal of a Type II middle housing land division must be filed within 14 calendar days of the date of the decision and is subject to the appeal procedures in ORS 197.375, or as amended.~~

~~D~~C. Type III. An appeal of a Type III decision by the planning commission or historic preservation commission must be filed within 14 calendar days of the date of that commission's written decision. Appeals may be made only by an affected party. The city council following the Type III procedure shall decide all appeals of Type III decisions. [Ord. 2933 § 1 (Exhs. A-1a, A-1b), 2-18-25; Ord. 2691 § 2, 2-19-08; Ord. 2451, 12-2-96. Code 2001 § 151.055.]

15.100.170 Notice of appeal – Type I, II and III.

A. An appeal for Type I, II, and III decisions shall include an identification of the decision sought to be reviewed, the date of the decision and shall be accompanied by a notice of appeal form provided by the planning and building department. The notice of appeal shall be completed by the appellant ~~applicant~~ and shall contain:

1. An identification of the decision sought to be reviewed, including the date of the decision.

2. A statement of the interest of the person seeking review and that they were a party to the initial proceedings.

3. A detailed statement of the specific grounds on which the appeal is filed.

B. Notice shall be filed with the community development department together with the filing fee and deposit for transcript costs. [Ord. 2451, 12-2-96. Code 2001 § 151.056.]

15.100.180 Scope of review.

A. The initial appeal of a Type I, Type II, or Type III decision shall be a new hearing. Any second appeal to the city council of a Type I or Type II decision shall be a record hearing unless the applicant requests a new hearing and waives the 120-day time limit for processing applications in accordance with NMC 15.100.100 and state statutes. Appeal of a Type II decision must be based on the written comments raised prior to the expiration notice comment period pursuant to NMC 15.100.220.

B. Type III actions that require an ordinance or city council order to be adopted in order to become effective shall be reviewed by the city council as a new hearing. The city council shall receive the recommendation from the planning commission to the city council on these actions.

The action will not be considered final for the purpose of appeals, until a final decision is rendered by the city council.

C. The record shall include:

1. A factual report prepared by the director.

2. All exhibits, material, pleadings, memoranda, stipulations, and motions submitted by any party and reviewed or considered in reaching the decision under review.

3. The minutes of the hearing and a detailed summary of the evidence.

D. For a record hearing on a second appeal of a Type I or Type II decision, no new testimony or evidence may be presented. Written argument will be allowed only from parties who testified at the prior evidentiary hearings. Written argument must be limited to evidence already in the record. No oral argument will be allowed at the city council level. [Ord. 2933 § 1 (Exhs. A-1a, A-1b), 2-18-25; Ord. 2691 § 1, 2-19-08; Ord. 2590, 11-6-03; Ord. 2451, 12-2-96. Code 2001 § 151.057.]

15.100.190 Review body decision on appeal of a Type I, II or III.

A. Upon review, the review body may by order affirm, reverse, or modify in whole or in part a determination or requirement of the decision that is under review. When the review body modifies or renders a decision that reverses a decision of a hearing body, the review body, in its order, shall set forth its findings and state its reasons for taking the action encompassed in the order. When the review body elects to remand the matter to the hearing body for further consideration, it shall include a statement explaining the error that materially affected the outcome of the original decision and the action necessary to rectify it.

B. The review body shall render its decision no later than 45 days after the filing of the request for review and shall file that decision with the director within 10 days after it is rendered.

C. A party aggrieved by the final determination may appeal the decision to the Land Use Board of Appeals.

Article IV. Notice

15.100.200 Compliance required.

Notice on all Type I through Type IV actions, including appeals, shall be conducted in accordance with this article. [Ord. 2451, 12-2-96. Code 2001 § 151.070.]

15.100.210 Mailed notice.

Mailed notice shall be provided as follows:

A. Type I Actions. No public notice is required.

B. Type II and Type III Actions. ~~The applicant shall provide public notice to~~ Except for appeal hearing notices, which the City mails, notices of Type II and Type III applications shall be provided by the applicant as follows:

1. Notify ~~T~~the owner of the site for which the application is made; the owner of a public use airport when required by ORS 215.416 or 227.175; the City of Newberg; and owners of property as follows:

~~2. Owners of property within 500 feet of the entire site for which the application is made. The list shall be compiled from the most recent property tax assessment roll. For purposes of review, this requirement shall be deemed met when the applicant can provide an affidavit or other certification that such notice was deposited in the mail or personally delivered.~~

~~3. To the owner of a public use airport, subject to the provisions of ORS 215.416 or 227.175~~

a. For residential land division and site design review applications for 20 or fewer residential units that are not contingent upon approval of a conditional use permit, notify property owners within a 100 foot radius of all property lines of the subject property or properties, as required by Oregon House Bill 4037 (2026), ORS 197A.400(5).

b. For residential zone change applications that change the zoning to a higher density residential classification, notify property owners within a 100 foot radius of all property lines of the subject property or properties, as required by Oregon Senate Bill 974 (2025), ORS 197A.146(5).

c. For residential development variance applications, notify property owners within a 100 foot radius of all property lines of the subject property or properties, as required by Oregon Senate Bill 974 (2025), ORS 197A.146(5)

d. For all other development, including mixed use, notify property owners within a 500 foot radius of all property lines of the subject property or properties.

2. The mailing list for notices shall be compiled from the most recent property tax assessment roll.

3. Notices shall be delivered in plain envelopes that contain only the sender and recipient addresses, land use case file number(s), and postage with no other markings.

4. For purposes of review, this requirement is met when the applicant provides an affidavit or other certification that such notice was mailed via USPS First Class or personally delivered.

5. The applicant shall mail the notice for Type II actions by USPS first class mail at least 14 days before a decision is rendered. The applicant shall file with the director an affidavit of mailing within two business days after notice is mailed.

6. The applicant shall mail the notice for Type III actions by USPS first class mail at least 20 days before the first new hearing, or if two or more new hearings are allowed, 10 days before the first new hearing. The applicant shall file with the director an affidavit of mailing within two business days after notice is mailed.

Staff Comment: These amendments are to comply with HB4037 (2026), and Senate Bill 974 (2025), which limit noticing of adjacent property owners for certain residential projects, specify City mailing of public hearing notices, and improve quality control on notices mailed by applicants. Requires first class mailing to avoid delays due to bulk mailing. Other standards added to address perception that notices were junk mail due to "business/promotional" envelopes being used.

C. The director may request that the applicant provide notice to people other than those required in this section if the director believes they are affected or otherwise represent an interest that may be affected by the proposed development. This includes, but is not limited to, neighborhood associations, other governmental agencies, or other parties the director believes may be affected by the decision.

D. The director shall provide the applicant with the following information regarding the mailing of notice:

1. The latest date by which the notice must be mailed;

2. An affidavit of mailing (to be signed and returned) certifying that the notice was mailed, acknowledging that a failure to mail the notice in a timely manner constitutes an agreement by the applicant to defer the 120-day process limit and acknowledging that failure to mail will result in the automatic postponement of a decision on the application; and

3. A sample notice.

E. The notice of a Type II and Type III development application shall be reasonably calculated to give actual notice and shall:

1. Set forth the street address or other easily understood geographical reference to the subject property;

2. List, by commonly used citation, the applicable criteria for the decision;

3. Include the name and phone number of a local government contact person, the telephone number where additional information may be obtained and where information may be examined;

4. Explain the nature of the application and the proposed use or uses which could be authorized;

5. State that a copy of the application, all documents and evidence relied upon by the applicant and applicable criteria are available for inspection at no cost and will be provided at a reasonable cost.

F. Prior to mailing or posting any notice required by this code, the applicant shall submit a copy of the notice to the director.

~~G. The applicant shall mail the notice for Type II actions at least 14 days before a decision is rendered. The applicant shall file with the director an affidavit of mailing as identified in subsection (D) of this section within two business days after notice is mailed.~~

~~H. The applicant shall mail the notice for Type III actions at least 20 days before the first new hearing, or if two or more new hearings are allowed, 10 days before the first new hearing. The applicant shall file with the director an affidavit of mailing as identified in subsection (D) of this section within two business days after notice is mailed.~~

Staff Comment: Deleted sections here were moved above to 15.210(B)(5) and (6) for clarity on mailing notifications

G.~~I.~~ All public notices shall be deemed to have been provided or received upon the date the notice is deposited in the mail or personally delivered, whichever occurs first. The failure of a property owner to receive notice shall not invalidate an action if a good faith attempt was made to notify all persons entitled to notice. An affidavit of mailing issued by the person conducting the mailing shall be conclusive evidence of a good faith attempt to contact all persons listed in the affidavit.

H.~~J.~~ Failure to mail the notice and affirm that the mailing was completed in conformance with the code shall result in:

1. Postponement of a decision until the mailing requirements have been met; or

2. Postponement of the hearing to the next regularly scheduled meeting or to such other meeting as may be available for the hearing; or

3. The entire process being invalidated; or

4. Denial of the application. [Ord. 2581, 7-7-03; Ord. 2451, 12-2-96. Code 2001 § 151.071.]

15.100.220 Additional notice procedures of Type II development applications.

In addition to the requirements of NMC 15.100.210, mailed notice for development actions shall also contain the following:

A. Provide a 14-day period from the date of mailing for the submission of written comments prior to the decision;

B. State that issues that may provide a basis for appeal must be raised in writing during the comment period;

C. State that issues must be raised with sufficient specificity to enable the local government to respond to the issue;

D. State the place, date and time that comments are due;

E. State that notice of the decision, including an explanation of appeal rights, will be provided to any person who submits comments under subsection (A) of this section;

F. Briefly summarize the local decision-making process. [Ord. 2940 § 1 (Exhs. A-1a, A-1b), 11-17-25; Ord. 2451, 12-2-96. Code 2001 § 151.072.]

15.100.230 Additional notice procedures for Type III quasi-judicial hearing.

In addition to the requirements of NMC 15.100.210, mailed notice for Type III development actions shall also contain the following:

A. State that an issue which may be the basis for an appeal to the Land Use Board of Appeals shall be raised not later than the close of the record at or following the final new hearing on the proposal before the city. Such issues shall be raised with sufficient specificity so as to afford the hearing body and the parties an adequate opportunity to respond to each issue;

B. State the date, time and location of the hearing;

C. State that the failure of an issue to be raised in a hearing, in person or by letter, or failure to provide sufficient specificity to afford the hearing body an opportunity to respond to the issue may preclude appeal to the Land Use Board of Appeals on that issue;

D. State that a copy of the staff report will be available for inspection at no cost at least seven calendar days prior to the hearing and will be provided at reasonable cost;

E. Include a general explanation of the requirements for submission of testimony and the procedure for conduct of hearings. [Ord. 2451, 12-2-96. Code 2001 § 151.073.]

15.100.240 Additional notice for Type III quasi-judicial hearing for annexations.

In addition to notice requirements in NMC 15.100.210 and 15.100.230, annexations are required to be published each week for two consecutive weeks prior to the day of the first new hearing before the city council, in a newspaper of general circulation in the city, and shall also be noticed by posting notice of the hearing in four public places in the city for a like period. [Ord. 2451, 12-2-96. Code 2001 § 151.074.]

15.100.250 Notice procedures for Type IV legislative hearing.

A. There is no requirement for mailed notice to property owners or posting of property, except when mailed notice to property owners is required under ORS 227.186, Notice to property owners of hearing on certain land use regulatory changes.

B. Notice shall be provided to the Department of Land Conservation and Development as follows:

1. When LCDC Goals Apply. When the city determines that the statewide land conservation and development goals do apply to a proposal to amend the Newberg comprehensive plan, this code, or adoption of a new land use regulation, the proposal shall be forwarded to the Director of the Department of Land Conservation and Development at least 35 days before the first evidentiary hearing on adoption of the amendment or new regulation. The proposal shall contain the text and any supplemental information that the city believes is necessary to inform the director as to the effect of the proposal.

2. When Emergency Circumstances Require Expedited Review. The city may submit an amendment or new regulation to the Director of the Department of Land Conservation and Development with less than 35 days' notice if the city determines that there are emergency circumstances requiring expedited review.

3. When LCDC Goals Do Not Apply. When the city determines that the statewide land conservation and development goals do not apply to a proposal to amend the Newberg comprehensive plan, this code, or adoption of a new land use regulation, notice to the Director of the Department of Land Conservation and Development is not required. [Ord. 2933 § 1 (Exhs. A-1a, A-1b), 2-18-25; Ord. 2451, 12-2-96. Code 2001 § 151.075.]

15.100.260 Procedure for posted notice for Type II and III procedures.

A. Posted Notice Required. Posted notice is required for all Type II and III procedures. The notice shall be posted on the subject property by the applicant.

B. Notice Information Provided by City. The director shall provide the applicant with the following information regarding the posting of notice:

1. The number of notices required;

2. The latest date by which the notice must be posted;

3. An affidavit of posting (to be signed and returned) certifying that the notice was posted on site, acknowledging that a failure to post the notice in a timely manner constitutes an agreement by the applicant to defer the 120-day process limit and acknowledging that failure to post will result in the automatic postponement of a decision on the application; and

4. A sample notice.

C. Submission of Notice. Prior to posting any notice required by this section, the applicant shall submit a copy of the notice to the director for review.

D. Size, Number and Location Requirements. A waterproof notice which measures a minimum of two feet by three feet shall be placed on each frontage of the site. If a frontage is over 600 feet long, a notice is required for each 600 feet, or fraction of 600 feet. If possible, notices shall be posted within 10 feet of a street lot line and shall be visible to pedestrians and motorists in clear view from a public right-of-way. Notices shall not be posted in a public right-of-way or on trees.

E. Contents of Notice. The posted notice shall only contain the following information: planning action number, brief description of the proposal, phone number and address for contact at the Newberg planning and building department.

F. Standards and Timing, Type II Actions. The applicant shall post the notice at least 14 days before a decision is rendered. The applicant shall file with the director an affidavit of posting as identified in subsection (B) of this section within two business days after notice is posted.

G. Standards and Timing, Type III Actions. The applicant shall post the notice at least 20 days before the first scheduled hearing. The applicant shall file with the director an affidavit of posting as identified in subsection (B) of this section within two business days after notice is posted.

H. Removal of Notice. The applicant shall not remove the notice before the final decision. All posted notice shall be removed by the applicant within 10 days following the date of the final decision on the request.

I. Failure to Post Notice. The failure of the posted notice to remain on the property shall not invalidate the proceedings. Failure by the applicant to post a notice and affirm that the posting was completed in conformance with the code shall result in:

1. Postponement of a decision until the mailing requirements have been met; or

2. Postponement of the hearing to the next regularly scheduled meeting or to such other meeting as may be available for the hearing; or

3. The entire process being invalidated; or

4. Denial of the application. [Ord. 2933 § 1 (Exhs. A-1a, A-1b), 2-18-25; Ord. 2451, 12-2-96. Code 2001 § 151.076.]

15.100.270 Procedure for published notice on Type III and Type IV procedures.

A. Notice shall be provided within a newspaper of general circulation within the city at least 10 days prior to the first public hearing on the action.

B. The notice shall reasonably describe:

1. Type III Proceedings. The proposed development permit request, location, file number, the name and phone number of a local government contact person and the location where information may be examined.

2. Type IV Proceedings. The nature of the proposed final action of an amendment to the Newberg comprehensive plan, code or new land use regulation.

C. The notice shall include a statement that all interested persons may appear and provide testimony and that only those persons who participate either orally or in writing in the hearing proceedings leading to the adoption of the action may appeal the decision.

D. The notice shall state the place, date and time of the hearing.

E. See NMC 15.100.240 for Type III notice for annexations. [Ord. 2451, 12-2-96. Code 2001 § 151.077.]

15.100.275 Notice Procedure for Appeals

A. New Hearings.

City staff shall send a mailed notice of an appeal hearing that is a new hearing no later than 15 business days prior to the hearing date. The notice of appeal shall be sent to the applicant, any party entitled to receive the notice of decision, and anyone that provided written comment on the application prior to the date of decision.

B. Record Hearing

City staff shall send mailed notice of an appeal hearing to the applicant and parties of record from any prior hearing on the application.

Staff Comment: Notice procedures for appeals are currently unclear. Staff has done it the last few times, and this is to make it clear that city staff will send out the appeal notices and who will receive them.

NMC 15.205 NONCONFORMING USES AND BUILDINGS

NMC 15.205.100 Nonconforming signs.

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E. Sign Modifications. Signs not in compliance with the provisions of this code, when replaced, relocated, modified or altered, shall be brought into compliance with this code. For purposes of this section, a modification or alteration shall not include the following:

1. Maintenance and repairs such as cleaning, painting, refacing, replacing damaged portions of the sign, or similar activities that do not involve a change to the height, dimensions, materials, or location of the sign ~~in copy~~ except as otherwise allowed by this section.

2. A change of a panel on a sign ~~for three or more tenants~~ designed to have removable panels which does not change the height, dimensions, materials, or location of the sign, except as otherwise allowed by this section.

3. A modification to any part ~~of the existing cabinet and/or face~~ of the sign that reduces the degree of nonconformity to the provisions of this code ~~that results in a reduction in size and/or height of the sign and that does not involve a change in copy~~.

Staff comment: Currently, the code requires that nonconforming signs be brought into conformance when there is a change of copy, which is excessive and may conflict with constitutional protections. The above amendments are intended to clarify when full conformity with the code is required.

NMC 15.210 CODE ADJUSTMENTS

15.210.020 Type I adjustments and approval criteria

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A. Yard Setback Dimensions, Lot Area, Percentage of Lot Coverage, Parking Coverage, and Lot Dimensions.

1. The director may approve adjustments to:

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e. Required setback landscape buffering between parking areas and service drives and lot lines adjacent to streets. A reduction in buffering may be granted to provide space for required parking and service drives or to preserve existing trees elsewhere on the site. No less than 10 feet of landscape buffering must be provided, and at least 50 percent of the applicable street frontages must meet the full required buffering.

Staff comment: This resolves a conflict in the code between NMC 15.410.070(E)(3) allowing parking areas, parking spaces, or parking buildings to be located in any required yard, and NMC 15.420.010(B)(3)(b) requiring a landscape buffer between property lines adjacent to a street and parking areas or service drives. The proposed code adjustment provides the ability for limited reductions in buffering if site conditions require, provided at least 50% of the applicable frontages meet the full standard, providing substantial compliance with the buffering requirement. In no cases shall less than 10 feet of buffering be allowed.

NMC 15.215 VARIANCE PROCEDURES

15.215.060 Variance must be exercised to be effective.

~~A variance granted under this code shall be effective only when the exercise of the right granted thereunder shall be commenced within one year from the effective date of the decision. The director may authorize extensions of the duration of the decision for an additional 12 months each not to exceed five years upon written application where necessary to complete substantially the same project for which the variance was granted and the applicable variance criteria and zoning of the subject property have not changed. In case such right is not exercised, or extension obtained, the variance decision shall be void. Any variance granted pursuant to this code is transferable to subsequent owners or contract purchasers of the property unless otherwise provided at the time of granting such variance.~~

A. A variance granted under this title collectively with all other land use approvals granted with the variance shall be effective only when the exercise of the right granted thereunder has commenced. A variance shall expire at the same time the other land use approvals granted with the variance expire. Any extensions granted for these other land use approvals shall extend the duration of the variance approval by the same amount of time, provided the extension is necessary to complete substantially the same project for which the variance was granted and the applicable variance criteria and zoning of the subject property have not changed.

B. All other variances granted under this code shall be effective only when the exercise of the right granted thereunder shall be commenced within two years from the effective date of the decision. The director may authorize extensions of the duration of the decision for an additional 12 months each not to exceed five years upon written application where necessary to complete substantially the same project for which the variance was granted and the applicable variance criteria and zoning of the subject property have not changed.

C. In case such right is not exercised, or extension obtained, the variance decision shall be void. Any variance granted pursuant to this code is transferable to subsequent owners or contract purchasers of the property unless otherwise provided at the time of granting such variance.

Staff comment: This is to address the timelines of concurrent projects like design review that have a longer timeline (i.e. 2 years). This ensures the project has the same overall deadline rather than different timelines for various portions of the project. This helps with construction loans and other timing issues.

NMC 15.220 SITE DESIGN REVIEW

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15.220.020 Site design review applicability.

A. Applicability of Requirements. Site design review shall be required prior to issuance of building permits or commencement of work for all improvements noted below. Site design review permits shall be processed as either Type I or Type II, as noted below.

1. Type I. There are two subcategories of Type I site design review. Except as otherwise required by this code, uses listed in this subsection and indicated with an asterisk (*) do not require a land use application and are processed concurrently with any application for a building permit when such permit is required. All other uses listed in this subsection require a Type I land use application which must be approved before building permits may be issued for the project.

//

n. Accessory dwelling units*;~~.~~

o. Single room occupancy developments with four to six units*;

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2. Type II.

a. Any new development or remodel which is not specifically identified within subsection (A)(1) ~~or~~ ,(A)(3) or (A)(4) of this section.

b. Telecommunications facilities.

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Staff comment: To comply with HB 2138 (2025) and HB 3395 (2023) requiring cities to allow single room occupancies, effective January 1, 2027. More than 6 units for SRO would fall into Type II consistent with multi-family. The addition to A(4) is to reference the exemptions section.

4. Exemptions to Type I and Type II Process. The following development activities are exempt from Type I or Type II standards:

a. Replacement of an existing item such as a roof, floor, door, window or siding.

b. Remodels that are completely internal to an existing structure~~ and do not substantially change or expand the existing use of the structure~~.

c. Change of use that does not require additional parking or result in a substantial alteration to the site or exterior of a building.

d. Minor exterior alterations that the director deems necessary to comply with the building code or a fire and life safety requirement are exempt.

Staff comment: The code currently requires Changes of Use to be reviewed through a Type II Design Review, but the review is unnecessary where the change does not involve new development or any alteration to the site or building exterior.

15.220.050 Criteria for design review.

A. Type I. The following criteria are required to be met in order to approve a Type I design review request:

1. Zoning District Compliance. The proposed use shall be listed as a permitted or conditionally permitted use in the zoning district in which it is located as found in NMC 15.305.010 through 15.336.020.

2. Setbacks and General Requirements. The proposal shall comply with NMC 15.405.010 through 15.405.050 relating to lot size, lot coverage, and parking coverage requirements; NMC 15.410.010 through 15.410.080 dealing with yard setback, special setback, and vision clearance requirements; and NMC 15.415.010 through 15.415.070 dealing with height restrictions, public access, and residential development standards.

3. Landscaping Requirements. The proposal shall comply with NMC 15.420.010 dealing with landscape requirements and landscape screening.

4. Signs. Signs shall comply with NMC 15.435.010 et seq. dealing with signs.

5. Parking. Parking areas shall meet the requirements of NMC 15.440.010.

6. Sufficient Infrastructure shall be provided to comply with the requirements of NMC 15.505 Public Improvement Standards. ~~For all triplex dwellings, quadplex dwellings, townhouse dwellings, and cottage cluster developments, the city shall work with the applicant to ensure that sufficient infrastructure will be provided, or can be provided, to include:~~

~~a. Connection to a public wastewater system capable of meeting established service levels.~~

~~b. Connection to a public water system capable of meeting established service levels.~~

~~c. Access via public or private streets meeting adopted emergency vehicle access standards to a city's public street system.~~

~~d. Storm drainage facilities capable of meeting established service levels for storm drainage.~~

Staff comment: This is updated for legal sufficiency. The language "work with" is not a standard.

B. Type II or III. The following criteria are required to be met in order to approve a Type II or III design review request:

1. Design Compatibility. The proposed design review request incorporates an architectural design which is the same as existing or proposed uses and structures in the surrounding area. This shall include, but not be limited to, building architecture, materials, colors, roof design, landscape design, and signage.

2. Zoning District Compliance. The proposed use shall be listed as a permitted or conditionally permitted use in the zoning district in which it is located as found in NMC 15.305.010 through 15.336.020. Through this site review process, the director may make a determination that a use is determined to be similar to those listed in the applicable zoning district, if it is not already specifically listed. In this case, the director shall make a finding that the use shall not have any different or more detrimental effects upon the adjoining neighborhood area than those specifically listed.

3. Subdistrict Compliance. Properties located within subdistricts shall comply with the provisions of those subdistricts located in NMC 15.340.010 through 15.348.060.

4. Setbacks and General Requirements. The proposal shall comply with NMC 15.405.010 through 15.405.050 relating to lot size, lot coverage, and parking coverage requirements; NMC 15.410.010 through 15.410.080 dealing with yard setback,

special setback, and vision clearance requirements; and
NMC 15.415.010 through 15.415.070 dealing with height restrictions, public access, and residential development standards.

5. Landscaping Requirements. The proposal shall comply with NMC 15.420.010 dealing with landscape requirements and landscape screening.

6. Signs. Signs shall comply with NMC 15.435.010 et seq. dealing with signs.

7. Parking and On-Site Circulation. Parking areas shall meet the requirements of NMC 15.440.010. Parking studies shall be required to determine if adequate parking and circulation are provided for uses not specifically identified in NMC 15.440.010. Provisions shall be made to provide on-site circulation without using the public streets as part of the parking lot circulation pattern. Parking areas shall be designed so that vehicles can efficiently enter and exit the public streets with a minimum impact on the functioning of the public street.

8. Manufactured Dwelling, Mobile Home and RV Parks. Manufactured dwelling and mobile home parks shall also comply with the standards listed in NMC 15.445.075 through 15.445.100 in addition to the other clear and objective criteria listed in this section. RV parks also shall comply with NMC 15.445.170 in addition to the other criteria listed in this section.

9. Alternative Circulation, Roadway Frontage Improvements and Utility Improvements <u>including compliance with NMC 15.505 Public Improvement Standards</u>. New developments shall provide for access for vehicles and pedestrians to adjacent properties which are currently developed or will be developed in the future. This may be accomplished through the provision of local public streets or private access and utility easements. At the time of development of a parcel, provisions shall be made to develop the adjacent street frontage in accordance with city street standards and the standards contained in the transportation plan. At the discretion of the city, these improvements may be deferred through use of a deferred improvement agreement or other form of security.

10. Traffic Study Improvements. If a traffic study is required <u>under NMC 15.220.030(B)(14)</u>, improvements identified in the traffic study shall be implemented as required by the director.

Staff comment: This is updated for actual code language used in criteria design review to be consistent with other sections.

15.220.060 Additional requirements for multifamily and more than six (6) single room occupancy residential projects.

The purpose of this section is to ensure that multifamily residential containing five or more units and single room occupancy developments containing more than six (6) units meet minimum standards for good design, provide a healthy and attractive environment for those who live there, and are compatible with surrounding development.

A. Review Process. Two review processes are available for review of multifamily and more than six (6) single room occupancy residential developments: objective and discretionary. An applicant may choose which process to use. The objective process uses clear and objective standards that do not require the use of discretionary decision-making. The discretionary process uses design guidelines that are more subjective in nature and are intended to provide the applicant with more design flexibility. Regardless of the review process, the applicant must demonstrate how the applicable standards or guidelines are being met.

As part of the discretionary site design review process, an applicant for a new multifamily or single room occupancy development with more than six (6) unit ~~residential~~ project must demonstrate that some of the following site and building design elements, each of which has a point value, have been incorporated into the design of the project. At least 14 points are required for smaller multifamily projects with five to eight units and at least 20 points are required for multifamily projects with nine or more units. ~~For more information and illustrations of each element, refer to the Newberg Residential Development Design Guidelines (July 1997).~~

A project may be reviewed using only one of the two review processes. For example, a project may not use some of the objective standards and some of the discretionary guidelines for one application. ~~Pursuant to Chapters 15.100 and 15.220 NMC:~~

~~1. A Type II review is required for:~~

~~a. Projects in zones R-2, R-3, RP, AR, C-3 (except along Hancock Street), C-4, and I following the objective process.~~

~~b. Projects in zones R-3, AR, C-3 (except along Hancock Street), and I following the discretionary process.~~

~~2. A Type III site design review is required for:~~

~~a. Projects in zones R-2, RP and C-4 following the discretionary process.~~

~~b. Projects in zones R-1, R-4, C-2, C-3 (Hancock Street) (conditional use permit also required).~~

B. Design Guidelines and Standards. Applicable guidelines and standards for multi-unit and congregate housing are located in Table 15.220.060(B). These standards should not be interpreted as requiring a specific architectural style.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
Site Design Elements		
1. Private and Shared Recreation Areas	Consolidate green space to increase visual impact and functional utility. This applies to larger projects which collectively have a significant amount of open space areas which can be consolidated into children's play areas, gardens, and/or dog-walking areas (three points).	a. Private Areas. Each ground-level living unit in a residential development subject to a design review plan approval shall have an accessible outdoor private space of not less than 48 square feet in area. The area shall be enclosed, screened or otherwise designed to provide increased privacy for unit residents, their guests and neighbors. b. Individual and Shared Areas. In addition to the private open space identified above, usable outdoor recreation space shall be provided for the individual and/or shared use of residents and their guests in any multifamily or single room occupancy ~~residential~~ development with more than 6 units, as follows: i. One- or two-bedroom units: 200 square feet per unit. ii. Three- or more bedroom units: 300 square feet per unit. iii. Storage areas are required in residential developments. Convenient areas shall be provided in residential developments for the storage of articles such as bicycles, barbecues, luggage, outdoor furniture, and the like. These shall be entirely enclosed and shall be a minimum of 18 square feet per dwelling unit.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
2. Site Vegetation	Preserve existing natural features, including topography, water features, and/or native vegetation (three points).	The proposal shall adhere to the landscaping standards in Chapter 15.420 NMC.
3. Building Setbacks	Use the front setback to build a street edge by orienting building(s) toward the street with a relatively shallow front yard (12 to 15 feet for two-story buildings) to create a more "pedestrian-friendly" environment (three points).	The proposal shall adhere to the base zone standard for building setbacks listed in Chapter 15.410 NMC.
4. Vehicle Parking	Place parking lots to the sides and/or back of projects so that front yard areas can be used for landscaping and other "pedestrian-friendly" amenities (three points).	Parking for the development shall comply with the following: a. On-site surface parking areas, garages, and vehicle maneuvering areas shall not be located directly between the facade of a primary building(s) and an abutting street right-of-way. b. Parking located to the side of a dwelling structure shall be limited to 50% of the linear frontage of the site. Drive aisles without adjacent parking spaces do not count as parking areas for purposes of this standard.
5. Multiple Building Groupings	Create "outdoor" rooms in larger projects by grouping buildings to create well-defined outdoor spaces (two points).	Adhere to the design standards in Private and Shared Recreation Areas, above.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
6. Landscaping	Provide good-quality landscaping. Provide coordinated site landscaping sufficient to give the site its own distinctive character, including the preservation of existing landscaping and use of native species (two points).	The proposal shall adhere to the landscaping standards in Chapter 15.420 NMC.
7. Parking Vegetation Buffer	Landscape at the edges of parking lots to minimize visual impacts upon the street and surrounding properties (two points).	Parking design and landscape shall adhere to the standards in Chapters 15.440 and 15.420 NMC.
8. Street Trees	Use street trees and vegetative screens at the front property line to soften visual impacts from the street and provide shade (one point).	The proposal shall adhere to the street trees and landscaping amenities in public rights-of-way standards in NMC 15.420.020. On-site landscaping shall adhere to the standards in Chapter 15.420 NMC.
9. Outdoor Furnishings	Use site furnishings to enhance open space. Provide communal amenities such as benches, playground equipment, and fountains to enhance the outdoor environment (one point).	User amenities—such as tables, benches, trees, shrubs, planter boxes, garden plots, drinking fountains, spas, or pool—may be placed in outdoor shared recreation areas.
10. Fencing	Keep fences neighborly by keeping them low, placing them back from the sidewalk, and using compatible building materials (one point).	The proposal shall adhere to the fence height standards in NMC 15.410.070(D).
11. Entrance Building Materials	Use entry accents such as distinctive building or paving materials to mark major entries to multifamily buildings or to individual units (one point).	Building entrances shall be emphasized through the use of recesses, projections, corner entries, or landscape treatments.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
12. Outdoor Lighting	Use appropriate outdoor lighting which enhances the nighttime safety and security of pedestrians without causing glare in nearby buildings (one point).	a. Uses on the site shall be illuminated as follows: (1) Parking and loading areas: 0.5 footcandle minimum. (2) Walkways: 0.5 footcandle minimum and average of 1.5 footcandles. (3) Building entrances: 1 footcandle minimum with an average of 3.5 footcandles, except that secondary entrances may have an average of 2.0 footcandles. b. Maximum illumination at the property line shall not exceed 0.5 footcandles. However, where a site abuts a nonresidential district, maximum illumination at the property line shall not exceed 1 footcandle. This standard applies to adjacent properties across a public right-of-way. c. Developments shall use full cut-off lighting fixtures to avoid off-site lighting, night sky pollution, and shining lights into residential units.
Building Design Elements		

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
1. Building Orientation and Entrances	Orient buildings toward the street. For attached single-family and smaller multifamily projects, this means orienting individual entries and porches to the street. In larger projects with internal circulation and grounds, this means that at least 10 percent of the units should have main entries which face the street rather than be oriented toward the interior (three points).	a. The primary building entry, or entries, for ground-floor units shall face the street right-of-way or a central common open space. Secondary entries may face parking lots or other interior site areas. b. For sites not on an arterial street, at least 50% of a site's street frontage, excluding driveways, shall be occupied by buildings that are located no further than 10 feet from the required setback line. c. For sites on an arterial street, at least 50% of a site's street frontage, excluding driveways, shall be occupied by buildings that are located no further than 20 feet from the required setback line.
2. Building Height	Respect the scale and patterns of nearby buildings by reflecting the architectural styles, building details, materials, and scale of existing buildings (three points).	The proposal shall adhere to the base zone standard for building height listed in NMC 15.415.020.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
3. Building Articulation	Break up large buildings into bays by varying planes at least every 50 feet (three points).	a. Street-facing building facades shall be divided into wall planes. The wall plane on the exterior of each dwelling unit shall be articulated by doing one or more of the following: (1) Incorporating elements such as porches, balconies, or decks into the wall plane. (2) Recessing the building a minimum of 2 feet deep x 6 feet long. (3) Extending an architectural bay at least 2 feet from the primary street-facing facade. b. To avoid long, monotonous, uninterrupted walls, buildings shall incorporate exterior wall off-sets, projections and/or recesses. At least 1 foot of horizontal variation shall be used at intervals of 40 feet or less along the building's primary facade on the ground-floor level.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
4. Building Facade Design	Provide variation in repeated units of large multifamily projects so that these projects have recognizable identities. Elements such as color; porches, balconies, and windows; railings; and building materials and form, either alone or in combination, can be used to create this variety (three points).	a. Windows and the glass portion(s) of doors with glazing shall occupy a minimum of 25% of the total street-facing facade. b. Buildings shall have a distinct base and top. The base of the building (ground-floor level) shall be considered from grade to 12 feet above grade. The base shall be visually distinguished from the top of the building by any of the following physical transitions: a change in brick pattern, a change in surface or siding materials, a change in color, or a change in the size or orientation of window types. c. Blank, windowless walls in excess of 750 square feet are prohibited when facing a public street, unless required by the Building Code. In instances where a blank wall exceeds 750 square feet, it shall be articulated (see Building Articulation, above) or landscaping shall be planted in front of it that will grow to cover 50% of the wall withing 3 years of planting. d. Garage doors shall be painted to match the color or color palette used on the rest of the buildings.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
5. Building Materials	Use some or all of the following materials in new buildings: wood or wood-like siding applied horizontally or vertically as board and batten; shingles, as roofing, or on upper portions of exterior walls and gable ends; brick at the base of walls and chimneys; wood or wood-like sash windows; and wood or wood-like trim (one point for each material described above).	The following building materials are prohibited on street-facing building facades and shall not collectively be used on more than 35% of any other building facade: (1) Vinyl PVC siding; (2) T-111 plywood; (3) Exterior insulation finishing (EIFS); (4) Corrugated metal; (5) Unfinished or untextured concrete or concrete block; (6) Spandrel glass; (7) Sheet pressboard.
6. Architectural Elements	Incorporate architectural elements of one of the city's historical styles (Queen Anne, Dutch colonial revival, colonial revival, or bungalow style) into the design to reinforce the city's cultural identity. Typical design elements which should be considered include, but are not limited to, "crippled hip" roofs, Palladian-style windows, roof eave brackets, dormer windows, and decorative trim boards (two points).	The applicant is encouraged to incorporate elements of one of the city's historical styles (Queen Anne, Dutch colonial revival, colonial revival, or bungalow style) into the design to reinforce the city's cultural identity.
7. Carports and Garages	Keep garages and carports secondary to the building by placing them to the side or back of units and/or using architectural designs, materials, and landscaping to buffer visual impacts from the street (two points).	a. On-site garages or carports shall not be located directly between the facade of a primary building(s) and an abutting street right-of-way. b. All garages or carports that are part of the same structure that contains dwelling units shall be located at least 4 feet behind the front building facade.

Table 15.220.060(B): Multifamily and Single Room Occupancy Residential Design Guidelines and Standards

Design Element	Design Guideline (Discretionary Process) Projects with 5 – 8 dwelling units must obtain 14 points, projects with 9 or more dwelling units must obtain 20 points.	Design Standard (Objective Process) All standards must be met.
8. Front Porches	Provide a front porch at every main entry as this is both compatible with the city's historic building pattern and helps to create an attractive, "pedestrian-friendly" streetscape (two points).	Provide a front porch or patio for at least one main entry.
9. Roofs	Use sloped roofs at a pitch of 3:12 or steeper. Gable and hip roof forms are preferable (two points).	Where a sloped roof is proposed, the sloped roof shall be at a pitch of 3:12 or steeper.

Staff comment: Updated the additional multi-family standards to also include when more that 6 SRO units are being proposed that they have to meet the additional standards

NMC 15.235 LAND DIVISIONS

15.235.050 Preliminary plat approval process.

A. Approval Criteria. By means of a Type II procedure for a partition, or a Type II or III procedure for a subdivision per NMC 15.235.030(A), the applicable review body shall approve, approve with conditions, or deny an application for a preliminary plat. The decision shall be based on findings of compliance with all of the following approval criteria:

1. The land division application shall conform to the requirements of this chapter;

2. All proposed lots, blocks, and proposed land uses shall conform to the applicable provisions of NMC Division 15.400, Development Standards;

3. Access to individual lots, and public improvements necessary to serve the development, including but not limited to water, wastewater, stormwater, and streets, shall conform to Division 15.500 NMC, Public Improvement Standards;

4. The proposed plat name is not already recorded for another subdivision, and satisfies the provisions of ORS Chapter 92;

5. The proposed streets, utilities, and stormwater facilities are adequate to serve the proposed development at adopted level of service standards, conform to the City of Newberg adopted master plans and applicable Newberg public works design and construction standards, and allow for transitions to existing and potential future development on adjacent lands. The preliminary plat shall identify all proposed public improvements and dedications;

6. All proposed private common areas and improvements, if any, are identified on the preliminary plat and maintenance of such areas is assured through the appropriate legal instrument;

7. Evidence that any required state and federal permits, as applicable, have been obtained or can reasonably be obtained prior to development; and

8. Evidence that improvements or conditions required by the city, road authority, Yamhill County, special districts, utilities, and/or other service providers, as applicable to the project, have been or can be met.

B. Middle Housing Land Division Criteria. The decision to approve a middle housing land division, processed as either a Type II or Type III procedure per NMC 15.100.030(B), shall be based on following:

1. ~~In addition to subsection (A) of this section,~~ ~~a~~A middle housing land division shall comply with the following:

a. A proposal for development of middle housing in compliance with the Oregon Residential Specialty Code and land use regulations applicable to the original lot or parcel allowed under ORS 197A.420(5);

b. Separate utilities for each dwelling unit;

c. Proposed easements necessary for each dwelling unit on the plan for:

i. Locating, accessing, replacing and servicing all utilities;

ii. Pedestrian access from each dwelling unit to a private or public road;

iii. Any common use areas or shared building elements;

iv. Any dedicated driveways or parking; and

v. Any dedicated common area;

d. Exactly one dwelling unit on each resulting lot or parcel, except for lots containing ~~, parcels or tracts used as common areas~~ an existing detached single-unit dwelling and accessory dwelling unit, or an existing duplex, as allowed under ORS 197A.420 (4). Dwellings are not permitted on parcels or tracts designated as common areas;

e. Evidence demonstrating how buildings or structures on a resulting lot or parcel will comply with applicable building code provisions relating to new property lines;

f. Notwithstanding the creation of new lots or parcels, how structures or buildings located on the newly created lots or parcels will comply with the Oregon Residential Specialty Code;

g. Conditions may be added to the approval of a tentative plan for a middle housing land division to:

i. Prohibit the further division of the resulting lots or parcels.

ii. Require that a notation appear on the final plat indicating that the approval was given under this section;

~~h~~2. In reviewing an application for a middle housing land division, the city shall:

~~i~~a. Apply the procedures ~~under ORS 197.360 to 197.380.~~ applicable to an expedited land division under ORS 197A.140, if requested by the applicant and without regard to the criteria in ORS 197A.142(1)

~~ii~~b. Require street frontage improvements where a resulting lot or parcel abuts the street consistent with land use regulations implementing ORS ~~197.758~~ 197A.420.

~~iii~~c. May not subject an application to approval criteria except as provided in this section, including that a lot or parcel require driveways, vehicle access, parking or minimum or maximum street frontage.

~~iv~~d. May not subject the application to procedures, ordinances or regulations adopted under ORS 92.044 or 92.046 that are inconsistent with this section or ~~ORS 197.360 to 197.380.~~, only if requested by the applicant under ORS 197A.140.

~~v~~e. ~~May~~ ~~a~~Allow the submission of an application for a middle housing land division at the same time as the submission of an application for building permits for the middle housing.

~~vi~~f. May require the dedication of right-of-way if the original parcel did not previously provide a dedication.

~~vii. The type of middle housing developed on the original parcel is not altered by a middle housing land division.~~

~~viii. Notwithstanding ORS 197.312(5), a city or county is not required to allow an accessory dwelling unit on a lot or parcel resulting from a middle housing land division.~~

~~ix~~g. The tentative approval of a middle housing land division is void if and only if a final subdivision or partition plat is not approved within three years of the tentative approval.

~~x. Nothing in this section or ORS 197.360 to 197.380 prohibits a city or county from requiring a final plat before issuing building permits.~~

C. Conditions of Approval. The city may attach such conditions as are necessary to carry out provisions of this code, and other applicable ordinances and regulations.

Staff comment: Updated to be consistent with current state statute of ORS 92.031 and Middle Housing Land Divisions that must be requested by the applicant to be an expedited land division. Clarification on existing houses/ADU's/duplexes as part of a middle housing land division.

NMC 15.240 PD PLANNED UNIT DEVELOPMENT REGULATIONS

~~**15.240.060 Middle housing land divisions**~~

~~Middle housing land divisions proposed as part of a planned unit development shall follow the lot requirements set forth in NMC 15.405.050 and 15.410.080.~~

Staff comment: Middle housing land divisions are not subject to minimum lot size requirements and the original parcel must meet all standards as seen in NMC 15.235(B)(1)(a).

15.235.070 Final plat submission requirements and approval criteria.[2]

Final plats require review and approval by the director prior to recording with Yamhill County. Final plat applications for developments that include public infrastructure improvements will not be deemed complete until construction of all required public improvements have achieved at least substantial completion or the director determines substantial completion is imminent. The final plat submission requirements, approval criteria, and procedure are as follows:

A. Submission Requirements. The applicant shall submit the final plat within two years of preliminary plat approval, or as otherwise provided for in NMC 15.235.030. The format of the plat shall conform to ORS Chapter 92. The final plat application shall include the following items:

1. One original and one identical copy of the final plat for signature. The plat copies shall be printed on mylar, and must meet the requirements of the county recorder and county surveyor. The plat must contain a signature block for approval by the city recorder and community development director, in addition to other required signature blocks for county approval. Preliminary ~~paper~~ electronic copies of the plat are acceptable for review at the time of final plat application.

2. Written response to any conditions of approval assigned to the land division describing how conditions of approval have been met.

3. A title report for the property, current within six months of the final plat application date.

4. Copies of any required dedications, easements, or other documents.

5. Copies of all homeowner's agreements, codes, covenants, and restrictions, or other bylaws, as applicable. This shall include documentation of the formation of a homeowner's association, including but not limited to a draft homeowner's association agreement regarding the maintenance of planter strips adjacent to the rear yard of proposed through lots.

6. Copies of any required maintenance agreements for common property.

7. Any other item required by the city to meet the conditions of approval assigned to the land division, including documentation of closeout of the public improvement permit for any required public infrastructure improvements.

B. Approval Process and Criteria. By means of a Type I procedure, the director shall review and approve, or deny, the final plat application based on findings of compliance or noncompliance with the preliminary plat conditions of approval. [Ord. 2940 § 1 (Exhs. A-1a, A-1b), 11-17-25; Ord. 2813 § 1 (Exh. A § 7), 9-5-17.]

NMC 15.240 PD PLANNED UNIT DEVELOPMENT REGULATIONS

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~~15.240.060 Middle housing land divisions.~~

~~Middle housing land divisions proposed as part of a planned unit development shall follow the lot requirements set forth in NMC 15.405.050 and 15.410.080.~~

NMC 15.303 USE CATEGORIES

15.303.200 Residential Uses

The following residential uses are defined in NMC 15.05.030:
//
T. Single room occupancy.

Staff Comments: Adds single use occupancy use category to comply with HB 2138 (2025) and HB 3395(2023) requiring cities to allow single room occupancies, effective January 1, 2027.

NMC 15.305 ZONING USE TABLE

Staff Comments: Amendments to Zoning Use Table begin on next page.

15.305.020 Zoning use table – Use districts.

#	Use	R-1	R-2	R-3	R-4	RP	C-1	C-2	C-3	C-4	M-E	M-1	M-2	M-3	M-4-I	M-4-C	M-5	CF	I	AR	AI	Notes and Special Use Standards
//																						
200	**RESIDENTIAL USES**																					
Def.	Single room occupancy (4-6 Units)	P(2)	P	P(3)	-	P	-	-	-	-	X	-	-	-	-	-	-	-	P	P(6)	-	Subject to lot or development site area requirements of NMC 15.405.010
Def.	Single room occupancy (More than 6 units)	-	P	P(3)	-	P	-	-	P(8)	-	X	-	-	-	-	-	P(8)	-	P	-	-	Subject to lot or development site area requirements of NMC 15.405.010
~~Def.~~	~~Manufactured home on individual lot~~	~~S(2)~~	~~S~~	~~S(3)~~	~~P(7)~~	~~S~~	-	-	-	-	~~X~~	-	-	-	-	-	-	-	-	~~P(6)~~	-	~~NMC 15.445.050 – 15.445.070; subject to lot or development site area requirements of NMC 15.405.010~~

Key:

P: Permitted use

S: Special use – Use requires a special use permit

C: Conditional use – Requires a conditional use permit

X: Prohibited use

(#): See notes for limitations

Notes.

//

(2) Limited to one per lot as a permitted use. ~~More than one per lot allowed only through a conditional use permit or planned unit development, subject to density limits of NMC 15.405.010(B).~~

(3) Permitted on individual lots created prior to November 17, 1992. Homes or single room occupancies on individual lots created on or after November 17, 1992, will only be permitted through the planned unit development process.

//

(6) One single-family, duplex, triplex or quadplex dwelling, single room occupancy development, or up to four townhouses or cottage dwellings per lot with the addition of a tie-down or hangar for an airplane. At a minimum, a paved tie-down or hangar shall be provided on the property, or the property shall include permanent rights to a private hangar within the subdivision. See Chapter 15.336 NMC.

(7) The homes are not subject to the development standards set forth in NMC 15.445.050 through 15.445.070.

(8) The units must be located on the same lots as another use permitted or conditionally permitted in the C-3 or M-5 zone and may not occupy the first floor storefront area (the portion of the building closest to the primary street), except on E/W Second Street where dwelling units are permitted to occupy the first floor of a building. There shall be no density limitation. Private parking areas or garages are not required for dwelling units located within buildings in existence prior to and including June 30, 1999. Parking shall be provided for all new dwelling units within any building constructed after June 30, 1999, in private parking areas or garages on the basis of one parking space for each dwelling unit.

//

(29) Permitted provided the structure is designed for easy conversion to industrial use~~, including not having fixed seating~~.

Staff Comments for Zoning Use Table: For the following revisions,

- Adds single use occupancy use category to comply with HB 2138 (2025) and HB 3395(2023) requiring cities to allow single room occupancies, effective January 1, 2027.
- Footnote 2 currently applies to the Single-Family use category. The reference to "more than one per lot" is removed because more than one single-family dwelling unit on a lot would be considered a detached form of middle housing (e.g., duplex).
- Deleted reference to manufactured dwelling on individual lot as there is no longer a difference in how manufactured versus stick built homes on individual lots may be regulated by local zoning and development codes, as required by HB 2347(2025). The same is true for middle housing construction. Updated NMC 15.445 to reflect this.
- Footnote 29 updated to remove note about fixed seating as it can be fairly easily removed. Also of note, building code requires fixed seating for churches if no sprinklers.

15.326.025 Springbrook Master Plan Develop Standards Matrix

Staff Comment: The only amendments to the Springbrook District standards are to add the required single room occupancies

DEVELOPMENT STANDARDS MATRIX

DEVELOPMENT STANDARDS	LOW DENSITY RESIDENTIAL	MID – RISE RESIDENTIAL	NEIGHBORHOOD COMMERCIAL	EMPLOYMENT	VILLAGE	HOSPITALITY
LOT REQUIREMENTS						
ALLOWED USE*	• Detached Dwelling Units • Duplex Dwellings • Triplex and Quadplex Dwellings • Attached Dwelling Units • Cottage Clusters • Manufactured Home • Accessory Dwellings • Single room occupancies (4-6 units)	• Attached Dwelling Units • Manufactured Home • Detached Dwelling Units • Duplex Dwellings • Triplex and Quadplex Dwellings • Cottage Clusters • Multifamily Units • Single room occupancies (more than 6 units)	• Retail • Restaurants • Office • Medical Clinics • Financial Institutions • Agriculture • Civic Uses: Post Office Museum Community Center Library	• Industrial Offices (knowledge-based industries where services are primarily provided outside the community) • Light Industrial • Supporting Retail (directly serving the employment district, such as a deli or printing service) • Day Care • Agriculture • Transportation facilities and improvements and utility services	• Retail • Restaurants • Attached Dwelling Units • Manufactured Home • Multifamily Units • Home Occupations • Church • Single room occupancies (more than 6 units)	• Hotel • Restaurant • Spa • Meeting Facilities • Detached Dwelling Units, limited to vacation or transitory use or units for employees or caretakers of other uses within the village or hospitality areas • Manufactured Home • Home Occupations

	• Home Occupations • Passive or Active Use Parks • Agriculture • Civic Uses: Post Office Museum Community Center Library School • Day Care • Group Care Facilities • Church • Transportation facilities and improvements and utility services • Any other building or use determined to be similar to uses listed in this district	• Home Occupations • Passive or Active Use Parks • Agriculture • Civic Uses: Post Office Museum Community Center Library • Day Care • Group Care Facilities • Church • Transportation facilities and improvements and utility services • Any other building or use determined to be similar to uses listed in this district	Day Care • Group Care Facilities • Transportation facilities and improvements and utility services • Services for local residents, such as laundromat or barber • Any other building or use determined to be similar to uses listed in this District		• Artist Studios • Passive or Active Use Parks • Agriculture • Civic Uses: Train Depot Post Office Museum Community Center Library • Day Care • Group Care Facilities • Financial Institutions • Winery • Medical Clinics • Office • Transportation facilities and improvements and utility services • Any other building or use determined to be similar to uses listed in this district	• Retail • Museum • Artist Studios • Group Care Facilities • Agricultural Production or Processing • Passive or Active Use Parks • Transportation facilities and improvements and utility services • Any other building or use determined to be similar to uses listed in this district

NMC 15.332 AIRPORT INDUSTRIAL (AI) DISTRICT

15.332.020 Permitted buildings and uses.

A. In the AI airport industrial district, the following buildings and uses are permitted as hereinafter specifically provided.

B. The buildings and uses are subject to the general provisions and exceptions set forth in this code:
//
22. One residence per hangar with a floor of area of not more than 40 percent of the area of the hangar floor, up to a maximum of 1,500 square feet, for occupancy by the owner of the hangar or an airport hangar caretaker or security officer on each separate parcel.

Staff comment: The amendment clarifies that one residence is permitted with each hangar regardless of ownership (fee simple or condominium) and that occupancy must be related to the airport use. This does not permit vacation rental homes at the airport because vacation rentals are only allowed in single family dwellings which are not permitted in the Airport Industrial District.

NMC 15.346 SPECIFIC PLAN (SP) SUBDISTRICT

15.346.070 Specific plan development standards.

Development standards for specific plans are listed below. The standards shall be utilized in conjunction with the specific plan adopted as an exhibit to the SP overlay subdistrict. This section is intended to be amended as new specific plans are adopted.

A. The Northwest Newberg Specific Plan**.**

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6. Residential Density. Residential density is governed by the SP overlay subdistrict. The maximum allowed density is set by the number of lots depicted on the land use plan, Figure 6 of the northwest Newberg specific plan. Additional standards follow:

a. Minimum Lot Size.

i. Single-family detached dwellings, duplex dwellings, ~~or~~ triplex dwellings, or single room occupancies with 4-6 units: 5,000 square feet.

ii. Townhouse dwellings: 1,500 square feet.

iii. Quadplex dwellings or cottage cluster projects: 7,000 square feet.

b. Maximum Lot Coverage.

i. R-1-SP zone: 40 percent (including garage).

ii. R-2-SP zone: 60 percent (including garage).

c. Maximum Density.

i. LDR districts: set by the specific plan (averages 4.4 dwellings per acre).

ii. MDR districts: 8.8 dwellings per acre.

iii. For the purpose of calculating compliance with the maximum density standard, single-family detached and duplex dwellings count as a single dwelling.

iv. Triplex dwellings, quadplex dwellings, townhouse dwellings, single room occupancies with 4-6 units, and cottage cluster projects shall be exempt from the maximum density calculation and shall be subject only to the minimum lot sizes in subsection (A)(6)(a) of this section.

//

B. Springbrook Oaks Specific Plan.

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8. Residential Density. Residential density is governed by the SP overlay subdistrict.

a. The following development standards shall be applied to Springbrook Oaks for single-family detached dwellings and duplex dwellings (please refer to Graphic VI for map of development areas A through H of the Springbrook Oaks specific plan). See Appendix A, Figure 20. These standards shall supersede any density or density transfer standards established in the development code.

Area	Zone	Minimum Lot Size (Square Feet)	Minimum Lot Area per Dwelling Unit (Square Feet)	Maximum Density (Dwelling Units per Acre)
A	C-2	5,000	NA	NA
B[4, 5]	RP	1,500*	1,500*	21.8*[1]
C[4, 5]	R-3	2,500*	2,500*	13.1*
D[4, 5]	R-2	3,750*	3,750	8.8
E[4, 5]	R-2	5,000	5,000*	6.6*

Area	Zone	Minimum Lot Size (Square Feet)	Minimum Lot Area per Dwelling Unit (Square Feet)	Maximum Density (Dwelling Units per Acre)
F-1[4, 5]	RP	1,500*	1,500*	21.8*
F-2[4, 5]	RP	1,500*	None*[2]	None*[2]
F-3[4, 5]	RP	1,500*	1,500*	21.8*
G	M-1	20,000	NA	NA
H[4, 5]	R-1	5,000*	10,000*[3]	3.3*

* Different than the standards established elsewhere in the development code. Residential land use only permitted on F-1 area for Yamhill County tax lot 3216-02026.

[1] Up to 100 percent of the land zoned RP within area B may be developed for residential use.

[2] There is no limit on the number of dwelling units allowed in area F-2.

[3] Average lot area per dwelling in any one subdivision.

[4] Duplex dwellings are exempt from minimum lot area per dwelling unit. Duplex dwellings count as a single dwelling for the purpose of calculating compliance with the maximum density.

[5] Triplex dwellings, quadplex dwellings, townhouse dwellings, multifamily dwellings, single room occupancies, and cottage cluster projects are permitted on lots meeting the applicable minimum lot areas for the dwelling type in the corresponding zone per NMC 15.405.010(A), and are exempt from the development standards in this table.

Staff Comment: The only amendments to the Specific Plans were to add in the single room occupancies.

~~**15.346.080 Middle housing land divisions.**~~

~~Middle housing land divisions proposed in either the northwest Newberg specific plan or Springbrook Oaks specific plan areas shall follow the lot requirements set forth in this chapter.~~

Staff comment: Middle housing land divisions are not subject to minimum lot size requirements under ORS 92.031, and the original parcel must meet all standards as seen in NMC 15.346.070 as seen above and NMC 15.405.010

NMC 15.405 LOT REQUIREMENTS

15.405.010 Minimum and maximum lot area.

A. In the following districts, each lot or development site shall have an area as shown below except as otherwise permitted by this code:

1. In the R-1, R-2, R-3, R-P and AR districts, the following minimum lot area standards apply:

Zone	Minimum lot area for single family	Minimum lot area for duplex dwelling	Minimum lot area for triplex dwelling	Minimum lot area for quadplex dwelling	Minimum lot area for townhouse	Minimum lot area for cottage cluster	Minimum lot area per dwelling unit for multifamily	Minimum lot area for single room occupancy (4-6 Units)	Minimum lot area per single room occupancy unit (More than 6 units)
R-1	5,000 SF	5,000 SF	5,000 SF	7,000 SF	1,500 SF	7,000 SF	Per conditional use review	5,000 SF	—
R-2	3,000 SF	3,000 SF	5,000 SF	7,000 SF	1,500 SF	7,000 SF	3,000 SF	3,000 SF	1,000 SF
R-3	2,500 SF	2,500 SF	4,500 SF	6,000 SF	1,500 SF	6,000 SF	1,500 SF	2,500 SF	500 SF
R-P	3,000 SF	3,000 SF	5,000 SF	7,000 SF	1,500 SF	7,000 SF	3,000 SF	3,000 SF	1,000 SF
AR	5,000 SF	5,000 SF	5,000 SF	7,000 SF	1,500 SF	7,000 SF	—	5,000 SF	—

2. In the AI, C-1, C-2, C-3, and M-5 districts, each lot or development site shall have a minimum area of 5,000 square feet or as may be established by a subdistrict.

3. In the M-1, M-2, M-3, and M-E districts, each lot or development site shall have a minimum area of 20,000 square feet.

4. Institutional districts shall have a minimum size of five contiguous acres in order to create a large enough campus to support institutional uses; however, additions to the district may be made in increments of any size.

5. Within the commercial and mixed employment district(s) of the riverfront overlay subdistrict, there is no minimum lot size required, provided the other standards of this code can be met.

B. Maximum Lot or Development Site Area per Dwelling Unit.

1. In the R-1 district, the average size of lots in a subdivision intended for single-family development shall not exceed 10,000 square feet.

2. In the R-2 and R-P districts, the average size of lots in a subdivision intended for single-family development shall not exceed 5,000 square feet.

3. In the R-2, AR and R-P districts, when a development site of more than 15,000 square feet of area is to be subdivided, partitioned, or developed with more than one primary dwelling unit on a lot, the average size of the subject lot or lots shall not exceed 5,000 square feet per dwelling unit. For purposes of this subsection, when more than one contiguous lot is under the same ownership it shall be considered a single development site. ~~lots or development sites in excess of 15,000 square feet used for single-family, duplex, triplex, quadplex, multifamily dwellings or cottage cluster projects shall be developed at a minimum of one dwelling per 5,000 square feet lot area~~.

4. In the R-3 district, when a development site of more than 15,000 square feet of area is to be subdivided, partitioned, or developed with more than one primary dwelling unit on a lot, the average size of the subject lot or lots shall not exceed 2,500 square feet per dwelling unit. For purposes of this subsection, when more than one contiguous lot is under the same ownership it shall be considered a single development site. ~~lots or development sites in excess of 15,000 square feet used for multiple single-family, duplex, triplex, quadplex, multifamily dwellings or cottage cluster projects shall be developed at a minimum of one dwelling per 2,500 square feet lot area.~~

Staff Comment: To clarify when development needs to meet the minimum density for large development sites. This exempts from the minimum density standard the development of one single family dwelling and its accessory uses on an existing legal lot of record to avoid takings.

~~**15.405.050 Middle housing land divisions.**~~

~~Applications for middle housing land divisions shall follow the lot requirements set forth in this chapter.~~

NMC 15.410 YARD SETBACK REQUIREMENTS

15.410.070 Yard exceptions and permitted intrusions into required yard setbacks.

The following intrusions may project into required yards to the extent and under the conditions and limitations indicated:

\\

E. Parking and Service Drives (Also Refer to NMC 15.440.010 through 15.440.080).

1. In any district, service drives or accessways providing ingress and egress shall be permitted, together with any appropriate traffic control devices in any required yard.

2. In any residential district, public or private parking areas and parking spaces shall not be permitted in any required yard except as provided herein:

a. Required parking spaces shall be permitted on service drives in the required front yard in conjunction with any single-family detached dwelling, duplex dwelling, triplex dwelling, quadplex dwelling, or townhouse dwelling on a single lot.

b. Recreational vehicles, boat trailers, camperettes and all other vehicles not in daily use are restricted to parking in the front yard setback for not more than 48 hours; and recreational vehicles, boat trailers, camperettes and all other vehicles not in daily use are permitted to be located in the required interior yards.

c. Public or private parking areas, parking spaces or any building or portion of any building intended for parking which have been identified as a use permitted in any residential district shall be permitted in any interior yard that abuts an alley, provided said parking areas, structures or spaces shall comply with NMC 15.440.070, Parking tables and diagrams (Diagrams 1 through 3).

d. Public or private parking areas, service drives or parking spaces which have been identified as a use permitted in any residential district shall be permitted in interior yards; provided, that said parking areas, service drives or parking spaces shall comply with other requirements of this code.

3. In any commercial or industrial district, except C-1, C-4, M-1, and M-E, public or private parking areas or parking spaces shall be permitted in any required yard (see NMC 15.410.030) subject to the landscaping requirements of NMC 15.420.010(B)(3). Parking requirements in the C-4 district and the M-E district within the riverfront overlay subdistrict are described in NMC 15.352.040(H).

4. In the I district, public or private parking areas or parking spaces may be no closer to a front property line than 20 feet, and no closer to an interior property line than five feet.

Staff Comment: This is to fix an inconsistency in the code regarding landscaping requirements being more stringent but not reflected here. Code adjustments are also proposed for landscaping buffers as seen in amendments to NMC 15.210.020.

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~~**15.410.080 Middle housing land divisions**~~

~~Applications for middle housing land divisions shall follow the yard setback requirements set forth in this chapter.~~

NMC 15.415 BUILDING AND SITE DESIGN STANDARDS

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15.415.050 Rules and exceptions governing triplex and quadplex dwellings, townhouse dwellings and cottage cluster projects.

A. Where permitted, triplex dwellings and quadplex dwellings are subject to the following provisions:

//

3. Garages and Off-Street Parking Areas. Garages and off-street parking areas shall not be located between a building and a public street (other than an alley), except in compliance with the standards in subsections (A)~~(2)~~(3)(a) and (b) of this section.

a. The garage or off-street parking area is separated from the street property line by a dwelling; or

b. The combined width of all garages and outdoor on-site parking and maneuvering areas does not exceed a total of 50 percent of the street frontage.

Staff Comment: This is just a cleanup to cite correct reference.

//

C. Where permitted, cottage cluster projects are subject to the following provisions:

//

6. Community Buildings. Cottage cluster projects may include community buildings for the shared use of residents that provide space for accessory uses such as community meeting

rooms, guest housing, exercise rooms, day care, or community eating areas. ~~Community buildings must meet the following standards:~~

~~a. A community building that meets the development code's definition of a dwelling unit must meet the maximum 900 square foot footprint limitation that applies to cottages, unless a covenant is recorded against the property stating that the structure is not a legal dwelling unit and will not be used as a primary dwelling.~~

//

9. Accessory Structures. Accessory structures must not exceed 400 square feet in floor area. Cottage cluster community buildings are not considered accessory structures.

Staff Comment: Updated to clarify that community buildings for cottage clusters are not accessory structures and remove the language about dwelling unit for community buildings on Tracts that would conflict with changes to Middle housing land divisions in NMC 15.235.050(B)(1)(k)

~~15.415.070 Middle housing land divisions.~~

~~Applications for middle housing land divisions shall follow the building and site design standards set forth in this chapter~~

Staff Comment: Middle housing land divisions must only have the original "parent" lot meet all the standards, not subdivided ones. This is still expressed in NMC 15.235

NMC 15.435 SIGNS

15.435.050 Major freestanding signs.

A. Number.

1. ~~Residential, I, and CF~~ All Zones. One major freestanding sign is allowed on each street frontage, plus one sign for each full 600 feet of street frontage. Only one sign on each street frontage may be an animated sign.

~~2. Other Zones. Not more than one major freestanding sign shall be located on any one street frontage.~~

Staff Comment: The allowance of one additional freestanding sign for each 600 feet of frontage is to accommodate large campus properties that have multiple entrances with a need for additional signage (i.e. A-DEC). There are fewer than five properties currently that are not residential, institutional (I) or community facilities (CF) Zones that have more than 600 feet of frontage. This also does not eliminate the 100 square feet maximum for signs in these other zones.

//

C. Height and Setbacks. Freestanding signs regulated by this section are not subject to the setback requirements of NMC 15.410.010 through 15.410.070 or the projecting building features requirements of said sections. Height and setbacks of freestanding signs shall conform to the following height limitations and other requirements:

1. C-3 Zone. No major freestanding signs shall be allowed greater than six feet in height.

2. Other Zones.

a. A sign up to three feet in height is not required to be set back from any property line.

b. A sign taller than three feet and up to six feet shall be set back at least five feet from any property line.

c. A sign taller than six feet and up to eight feet shall be set back at least 10 feet from any front property line and five feet from any interior property line.

d. A sign taller than eight feet and up to 15 feet shall be set back at least 15 feet from any front property line and five feet from any interior property line.

e. A sign taller than 15 feet and up to 20 feet shall be set back at least 20 feet from the front property line and five feet from any interior property line.

f. A sign taller than 20 feet is not permitted except as provided by subsection (C)(2)(g) of this section.

g. A sign on a lot that is at least 10 acres in size in a zone other than residential, C-1, or I and that has at least 200 feet of frontage on a street may be up to 30 feet high, provided it is set back at least 20 feet from the front property line and at least 10 feet from any interior property line.

3. Height Measurement

a. The height of a freestanding sign shall be computed as the distance from the base of the sign at finished grade to the top of the highest attached component of the sign.

The height of any monument sign base or other structure erected to support or adorn the sign is measured as part of the sign height. If a sign is located on a mound, berm, or other raised area for the sole purpose of increasing the height of the sign, the height of the mound, berm, or other raised area shall be included in the height of the sign.

Staff Comment: Clarification on how sign height is measured to ensure posts/other framework is included in the height calculation. This has been standard practice at the City.

Penalty: See NMC 15.05.120.

NMC 15.440 OFF-STREET PARKING, BICYCLE PARKING, AND PRIVATE WALKWAYS

//

15.440.030 Parking Spaces Required

Table 15.440.030(A) Minimum Parking Spaces Required and Maximum Parking Spaces Allowed by Use

Use	Minimum Parking Spaces Required	Maximum Parking Spaces Allowed***		Rate and Units
		Uses fronting a street with abutting on- street parking	Uses fronting no street with abutting on-street parking	
Residential Types				
//				
Studio or one-bedroom unit	1	1.2	1.5	Per dwelling unit
Two-bedroom unit	1.5	1.8	2.25	Per dwelling unit
Three- and four-bedroom units	2	2.4	3	Per dwelling unit
Five- or more bedroom unit	0.75	0.9	1.13	Spaces per bedroom
Single room occupancy development with four to six units	2	None	None	Per development
Single room occupancy development with more than six units	0.67	None	None	Per SRO Unit

Table 15.440.030(A) Minimum Parking Spaces Required and Maximum Parking Spaces Allowed by Use

Use	Minimum Parking Spaces Required	Maximum Parking Spaces Allowed***		Rate and Units
		Uses fronting a street with abutting on- street parking	Uses fronting no street with abutting on-street parking	
//				
Parking Requirement Modifiers for Multifamily Residential Developments <u>and for Single Room Occupancy Developments with more than six units</u>				

Staff comment: To comply with HB 2138 (2025) regulating parking requirements for single room occupancies, effective January 1, 2027. 4-6 SRO units are to match single family requirements for parking per the bill.

More than 6 SRO units matches the total of 3-bedroom multifamily units which has 2 required spaces divided by the 3 SRO units as the state requires a 3:1 ratio for the SROs to a multifamily unit. In this case 2 spaces divided by 3 for the .67 per SRO unit.

15.440.050 <u>Joint use of parking facilities and</u> ~~Common facilities for~~ mixed uses

//

B. Joint Uses of Parking Facilities. The director may, upon application, authorize the joint use of parking facilities required by said uses and any other parking facility; provided, that:

1. The applicant shows that there is no substantial conflict in the principal operating hours of the building or use for which the joint use of parking facilities is proposed.

2. The parking facility for which joint use is proposed is no further than 400 feet from the building or use required to have provided parking.

3. The parties concerned in the joint use of off-street parking facilities shall evidence agreement for such joint use by a legal instrument approved by the city attorney as to form and content. ~~Such instrument, when approved as conforming to the provisions of the ordinance, shall be recorded in the office of the county recorder and copies of the instrument filed with the director~~.

a. For required parking associated with an existing development, such instrument, when approved as conforming to the provisions of the ordinance, shall be filed with the director.

b. For required parking associated with a new development, the director may require that such instrument, when approved as conforming to the provisions of the ordinance, shall be recorded in the office of the county recorder and copies of the instrument filed with the director.

Staff comment: To provide flexibility in allowing parking agreements when a proposed use is not associated with new development and the owners do not want to encumber the property with a deed restriction.

15.440.060 Parking area and service drive improvements.

All public or private parking areas, outdoor vehicle sales areas, and service drives shall be improved according to the following:

A. All parking areas and service drives shall have surfacing of asphaltic concrete or Portland cement concrete or other hard surfacing such as brick or concrete pavers. Other durable and dust-free surfacing materials may be approved by the director for infrequently used parking areas. All parking areas and service drives shall be graded so as not to drain stormwater over the public sidewalk or onto any abutting public or private property.

B. All parking areas shall be designed not to encroach on public streets, alleys, and other rights-of-way. Parking areas shall not be placed in the area between the curb and sidewalk or, if there is no sidewalk, in the public right-of-way between the curb and the property line. The director may issue a permit for exceptions for unusual circumstances where the design maintains safety and aesthetics.

C. All parking areas, except those required in conjunction with a single-family detached, duplex, triplex, quadplex, single room occupancies, ~~or~~ townhouse dwelling, or cottage cluster project, shall provide a substantial bumper which will prevent cars from encroachment on abutting private and public property.

D. All parking areas, including service drives, except those required in conjunction with single-family detached, duplex, triplex, quadplex, single room occupancies, ~~or~~ townhouse dwellings or cottage cluster projects, shall be screened in accordance with NMC 15.420.010(B).

E. Any lights provided to illuminate any public or private parking area or vehicle sales area shall be so arranged as to reflect the light away from any abutting or adjacent residential district.

F. All service drives and parking spaces shall be substantially marked and comply with NMC 15.440.070.

G. Parking areas for residential uses shall not be located in a required front yard, except as follows:

1. Single-family detached, duplex, triplex, quadplex, single room occupancies and townhouse dwellings: parking is authorized in a front yard on a service drive which provides access to an improved parking area outside the front yard.

2. Single-family detached, duplex, triplex, quadplex, single room occupancies and townhouse dwellings: parking is authorized in a front yard on a service drive provided that that the service drive is at least 20 feet deep and 9 feet wide. The service drive may not take up more than 50% of the required font yard area.

Staff Comment: Currently residential uses can't use their driveway to count towards the off-street parking requirement unless they are going to an improved parking space outside the front yard (this is almost a garage). If wanting to do a garage conversion, they would not be able to currently, due to current parking standards in most cases. G(2) is added so that it can count towards the parking and the 50% was added to prevent the entire front yard from becoming a parking area.

H. A reduction in size of the parking stall may be allowed for up to a maximum of 30 percent of the total number of spaces to allow for compact cars. For high turnover uses, such as convenience stores or fast-food restaurants, at the discretion of the director, all stalls will be required to be full-sized.

~~I. Affordable housing projects may use a tandem parking design, subject to approval of the community development director.~~

Staff Comment: Tandem parking has been allowed for developments under 15.440.060(G)(1). This is just a cleanup to language to prevent any confusion.

~~J~~I. Portions of off-street parking areas may be developed or redeveloped for transit-related facilities and uses such as transit shelters or park-and-ride lots, subject to meeting all other applicable standards, including retaining the required minimum number of parking spaces.

Penalty: See NMC 15.05.120.

NMC 15.445 SPECIAL USE STANDARDS

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15.445.030 Permitted locations.

Unless otherwise provided herein, upon compliance with applicable regulations and processes, manufactured dwellings only shall be permitted:

A. In approved mobile home parks or manufactured dwelling parks.

B. As manufactured homes in approved manufactured home subdivisions.

C. As manufactured homes on individual lots, ~~where such homes meet the requirements of NMC 15.445.050 through 15.445.070.~~ including placement as a single dwelling, duplex, triplex, quadplex, single room occupancy, cottage or accessory dwelling.

~~D. In newly annexed areas or within manufactured dwelling districts on individual lots not meeting the standards of NMC 15.445.050 through 15.445.070 not located in a mobile home park, manufactured dwelling park, or manufactured home subdivision.~~

~~E~~D. On a private lot for a period of not more than six months, during construction of a new home situated on the same lot. Before the expiration of this time, the applicant may petition the director for a six-month extension of this deadline if home construction is underway but not yet completed. The applicant shall post a bond or deposit of $1,000 with the director. Upon the removal of the manufactured dwelling from the premises, the director will return the bond or deposit. If, at the end of six months, the manufactured dwelling has not been removed, the bond or deposit will be forfeited, and the city will use this for the removal of the manufactured dwelling from the property. Before the manufactured dwelling is used, the applicant shall connect it to the city water and sewer systems with proper permits and inspections.

~~F~~E. As general offices in commercial or industrial districts for a period of not more than 18 consecutive months, provided:

1. The director finds that such use will be reasonably compatible with and have minimal impact on uses on abutting property and in the surrounding neighborhood and grants approval based on this compatibility; and

2. Within six months from the date approval is granted on application for a building permit for a permanent structure or the permit is filed with the director. Failure to submit the application within the specified time will terminate the approval.

~~G~~F. For temporary construction office use on the premises of new construction until the construction is completed.

~~H~~G. As permanent living quarters for a night watchman or caretaker in commercial or industrial districts upon a finding by the director that such use will be reasonably compatible with and have minimal impact on uses on abutting property and in the surrounding neighborhood, is required for property security, and the director issues a permit. [Ord. 2747 § 1 (Exh. A § 13), 9-6-11; Ord. 2451, 12-2-96. Code 2001 § 151.657. Formerly 15.445.070.]

~~15.445.050 Manufactured homes on individual lots – Purpose.~~

~~Manufactured homes are allowed on individual lots in all residential areas. These development standards will allow manufactured homes to be intermixed with traditional "stick-built" housing while assuring that they are compatible with and contribute to the scale and harmony of their neighborhood. [Ord. 2747 § 1 (Exh. A § 13), 9-6-11; Ord. 2451, 12-2-96. Code 2001 § 151.640. Formerly 15.445.020.]~~

~~15.445.060 Manufactured homes on individual lots – Uses.~~

~~These regulations allow manufactured homes on individual lots as a permitted use in all residential zones, including placement as a duplex, triplex, quadplex, cottage or accessory dwelling. [Ord. 2889 § 2 (Exh. B § 41), 12-6-21; Ord. 2747 § 1 (Exh. A § 13), 9-6-11; Ord. 2451, 12-2-96. Code 2001 § 151.641. Formerly 15.445.030.]~~

~~15.445.070 Manufactured homes on individual lots – Development standards.~~

~~Manufactured homes on individual lots in all residential districts shall meet the following minimum standards:~~

~~A. Each manufactured home which provides only one residential dwelling unit shall enclose a space of not less than 1,000 square feet. Each individual dwelling unit must be multisectional.~~

~~B. Each manufactured home shall be placed on an excavated and back-filled foundation and enclosed on the perimeter such that the chassis shall be located not more than 12 inches above grade and any axles or other transportation mechanisms shall be removed.~~

~~C. Each manufactured home shall have a roof slope no less than three feet in height for every 12 feet in width.~~

~~D. Each manufactured home shall have exterior siding and roofing which in color, material, and appearance is the same as at least three other dwellings within 500 feet of the property or similar to the exterior siding and roofing material commonly used on "stick-built" residential dwellings within the community or which is comparable to the predominant materials used on surrounding dwellings as determined by the director.~~

~~E. All manufactured homes shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards which reduce levels equivalent to the performance standards required of single-family dwellings constructed under the State Building Codes defined in ORS 455.010.~~

~~F. All dwelling units shall have a carport or garage constructed of like materials. A garage shall be provided where at least 50 percent of the dwellings on abutting lots, including lots directly across the street, have garages.~~

~~G. Manufactured homes shall not be located immediately adjacent to, have a common property line with, or be separated only by a street from historic resources listed on the final inventory of historic resources in the comprehensive plan.~~

~~H. Manufactured homes placed as a duplex, triplex, quadplex, cottage or accessory dwelling shall be exempt from subsections (A) and (F) of this section. [Ord. 2889 § 2 (Exh. B § 42), 12-6-21; Ord. 2747 § 1 (Exh. A § 13), 9-6-11; Ord. 2451, 12-2-96. Code 2001 § 151.642. Formerly 15.445.040.]~~

Staff Comment: City is preempted by state law (HB2347 (2025)/ORS197.478) from having different development standards for manufactured homes than single family homes when placed on individual lots. Standards for manufactured home parks remain in NMC 15.445.

15.445.075 Mobile home and manufactured dwelling parks – General provisions.

A. Minimum area: ~~five~~ one acre~~s~~.

~~B. Maximum area of lots or spaces: 150 or distinct neighborhoods with a maximum of 100 spaces each.~~

~~C~~B. Maximum density shall not exceed the permitted density of the district.

~~D~~C. Perimeter Treatment. Except as required for vision clearance, the outer perimeter of each park shall be improved with:

1. A masonry wall not less than four feet and not more than six feet in height shall be built around the perimeter of the park. Acceptable materials include brick, split-face concrete block, and concrete block with a stucco finish. Other types of exposed masonry may be used subject to review and approval of the director;

2. In addition to subsection (D)(1) of this section, adjacent to public streets, a landscape planter that is at least 10 feet in depth (this shall be in addition to the width of any required sidewalk). This landscaped area shall be dedicated as part of the public street.

~~E~~D. Perimeter Setbacks. As measured from the property line, a minimum setback of 15 feet shall be provided for all homes and accessory structures along a public street. A minimum of five feet shall be provided for all other property lines. Projections as allowed under NMC 15.410.070 shall apply to these setbacks

Penalty: See NMC 15.05.120.

Staff Comment: Update for compliance with ORS 197A.432 which does not allow a minimum lot size for a manufactured dwelling park larger than one acre

15.445.260 Development standards.

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B. Limitations. An accessory dwelling unit is permitted, providing there is compliance with all of the following standards:

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2. The maximum floor area for ~~A~~an accessory dwelling unit ~~may not exceed~~ equals 50 percent of the ~~size~~ gross floor area of the living area of the primary unit, up to a maximum of 1,000 square feet. Living area does not include attached or detached garages, and shall be determined based on Yamhill County Assessor property detail data, or the director may approve an alternate living area calculation based on submitted floor plans.

Staff Comment: To clarify that the size of the accessory dwelling shall be based on the living area of the primary unit and provide a consistent data source for living area calculations.

15.445.270 Approval.

To obtain approval to create an accessory dwelling unit, the applicant must demonstrate compliance with all of the requirements of NMC 15.445.260. The application shall be processed as a Type I procedure as regulated by NMC 15.100.~~130~~020.

Staff Comment: To fix incorrect code reference

NMC 15.505 PUBLIC IMPROVEMENT STANDARDS

15.505.030 Street standards

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P. Private Streets.

1. New private streets, as defined in NMC 15.05.030, shall not be created, except as allowed by NMC 15.240.020(L)(2).

2. Existing private streets, except those created as allowed by NMC 15.240.020(L)(2). When development occurs on a lot abutting a substandard portion of an existing residential private street, the private street frontage shall be improved to comply with and match:

    a. The existing paved roadway width, or a minimum paved roadway width of 20-

feet, whichever is greater, except a minimum width of 26-feet may be required to meet applicable fire access and public safety requirements as identified by the fire marshal.

i. Where it is demonstrated that compliance with subsection (P)(2)(a) is not feasible due to topographic or other constraints recognized by the city engineer, private street improvements are to be of sufficient width and construction to satisfy transportation and fire access requirements as identified by the city engineer and fire marshal.

Staff Comment: The above amendment is to address any existing unimproved private streets and define when frontage improvements are required on existing underdeveloped private streets, for example those that lack full pavement width.

TITLE 13 PUBLIC UTILTIES AND SERVICES

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13.15.030 Water connections.

A. The city council shall, as it deems necessary, establish and adopt by resolution rules and regulations regarding connection to the city water system, permits affecting the connection, and fees, rates and charges relating to connection and the general provision of water service.

B. Every applicant for water service from the city which shall require a new tap or connection with a water main or pipeline of the city water system shall, before the connection is made, pay the appropriate water connection fee as established by the city council; subject, however, to such contracts as the city council may authorize in connection with any subdivisions, annexations, industrial establishments and similar developments.

1. Independent Water Services. Every dwelling and/or building under separate ownership shall have an independent water service connection and water meter. Additionally, each parcel under separate ownership shall be served by an individual water service lateral and water meter.

C. City and Contractor Action – Applicant to Pay Cost of Connection.

1. Where the water connection is proposed to be used, the city shall excavate and tap the main or city pipeline, furnish and install the corporation cock, all necessary pipe and fittings to the meter, including the city shutoff, meter and meter box, charging the applicant, in addition to the water systems development charge, the city's actual labor, materials, equipment and administrative overhead.

2. An approved contractor may make the connection to and following standard specifications to the city main or pipeline using approved materials, installation practices and following standard specifications under the supervision of city personnel. In addition to the water systems development charge, the applicant shall be charged for the city's actual cost of labor, materials supplied and administrative overhead, if an approved contractor installs the water service connection.

3. The applicant shall pay the estimated cost of the water connection at the time application is made for a building permit. Any additional cost over the estimate shall be paid upon completion of the connection and any excess shall be promptly refunded to the applicant.

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Staff Comments: Updated to clarify the number, type and ownership of buildings, dwellings and lots allowed to be served by a single meter.

Exhibit A-2 to Resolution No. 2026-402
Findings – File DCA26-0001

A. Statewide Planning Goals

GOAL 1: CITIZEN INVOLVEMENT
To develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

Finding: Amendments to Title 15 (Development Code) of the Newberg Municipal Code (NMC) are typically processed as a Type IV (Legislative) application and follow the procedures in NMC 15.100.060. The Planning Commission will hold a public hearing on the application and make a recommendation to the Newberg City Council. Following the Planning Commission review, City Council will hold its own legislative public hearing to consider the amendments.

Public information about this code maintenance project included public meeting agendas, legislative hearing notices, the City website, and email distribution to other public agencies, service providers, newspapers and local business partners such as the chamber of commerce. If a particular topic merits broader public engagement, it may be referred to the Planning Division Work Program for separate processing.

Key dates for this application follow(completed items in *italics)* -note that other dates are tentative:

08/13/2026	*Planning Commission Work Session # (Code Concepts)*
09/02/2026	*Notify State (DLCD) 35 days prior to first hearing*
09/10/2026	*Planning Commission Work Session #2 (Draft Code)*
9/24/2026	*Legislative Referral for Comments Sent Out*
10/08/2026	Planning Commission Public Hearing
11/02/2026	City Council Study Session
11/16/2026	City Council Public Hearing - First Reading
12/07/2026	City Council Public Hearing – Second Reading, if required

The Goal is met.

GOAL 2: LAND USE PLANNING
To establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.

Finding: This Goal requires that land use decisions 1) have an adequate factual base, 2) that alternatives have been considered, and 3) that implementation measures are consistent with and adequate to carry out comprehensive plan policies and designations. The proposed code maintenance amendments are based on use and application of the development code and feedback from staff and development applicants. The Planning Commission considered alternatives discussed during the two public work sessions. These alternatives included alternative standards and procedures for issues relating to parking, noticing requirements, existing private streets, among others, consistent with comprehensive plan economic development policies. The Goal is met.

GOAL 3: AGRICULTURAL LANDS
GOAL 4: FOREST LANDS

Finding: Goals 3 and 4 are not applicable because the development code applies to lands inside the Newberg City Limits and lands within the Urban Growth Boundary that the City may annex pursuant to its comprehensive plan and Goal 14 (Urbanization).

GOAL 5: NATURAL RESOURCES, SCENIC AND HISTORIC AREAS, AND OPEN SPACES
To protect natural resources and conserve scenic and historic areas and open spaces.

Finding: The proposed amendments modify land use regulation related to Goal 5 in notifying tribes of ground disturbance on publicly noticed land use applications in accordance with OAR 660-023-0210. This Goal is met.

GOAL 6: AIR, WATER AND LAND RESOURCES QUALITY
To maintain and improve the quality of the air, water and land resources of the state.

Finding: Newberg has an acknowledged Comprehensive Plan that complies with this goal. Protections are already in place for air, water, and land resource quality, and this proposal does not modify them. This Goal is met.

GOAL 7: AREAS SUBJECT TO NATURAL HAZARDS
To protect people and property from natural hazards.

Finding: Newberg has an acknowledged Comprehensive Plan that complies with this goal. This proposal does not modify the City's natural hazards requirements such as flood plain or landslide areas. This Goal is met.

GOAL 8: RECREATIONAL NEEDS
To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

Finding: Newberg has an acknowledged Comprehensive Plan that complies with this goal. This proposal does not modify the City's recreational goals and policies. This Goal is met.

GOAL 9: ECONOMIC DEVELOPMENT
To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Finding: The proposed amendments focus on improving the permit process by clarifying and correcting the code, including updates to comply with state land use laws and process improvements that should help with housing production and economic development. For example, changes of use could be subject to full design review when there were minor alterations that did not affect the site and requirements. The proposed code adds an exception to the design review process, saving time and costs in the permit process. Another example is the code amendment clarifying the procedure for manufactured homes and adding single-room occupancies to the code as another housing option as well. One other item, is an alternative option of where the off-street required parking can be calculated from in the required front yard. This Goal is met.

GOAL 10: HOUSING
To provide for the housing needs of citizens of the state.

Finding: The proposed amendments support production of needed housing by bringing city code into compliance with HB 2138 (2025) and HB 3395 (2023) with respect to single room occupancies. The amendments also comply with manufacturing housing updates under HB2347 (2025) and noticing requirements HB4037 (2026). None of the amendments affect the city's supply of land for housing or residential land uses. The Goal is met.

GOAL 11: PUBLIC FACILITIES AND SERVICES
To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Finding: The proposed amendments focus on improving the permit process by clarifying the code, including what public improvements are required as part of the site design review process. The proposal meets the Goal.

GOAL 12: TRANSPORTATION

To provide and encourage a safe, convenient and economic transportation system.

Finding: The City of Newberg's adopted Transportation System Plan (2016) has been acknowledged by DLCD. The transportation system is planned to accommodate the population growth of the community for a 20-year planning period. There are no proposed modifications to the transportation system or transportation standards with the adoption of the proposed amendments. The proposed amendments do not significantly affect any transportation facility or change the functional classification of any street and therefore comply with OAR 660-012-0060 (Transportation Planning Rule). By clarifying rules around existing private streets when development occurs, the code amendments support transportation efficient development consistent with OAR 660-012-0045 (Transportation Planning Rule). In conclusion, the amendments comply with Goal 12, and the provisions of OAR 660-012-0045 and 660-012-0060 Transportation Planning Rule.

GOAL 13: ENERGY CONSERVATION
To conserve energy.

Finding: The proposed amendments do not affect energy demands. This Goal is not applicable.

GOAL 14: URBANIZATION
To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

Finding: This goal does not apply. No code change is proposed to the City's annexation or urban growth boundary requirements or procedures.

GOAL 15: WILLAMETTE RIVER GREENWAY
To protect, conserve, enhance and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway.

Finding: This goal does not apply. The proposed amendments do not alter any area or regulations within the boundaries of the Willamette River Greenway. This Goal is met.

B. Newberg Comprehensive Plan

II. GOALS AND POLICIES

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: This Goal and its policies are met for the same reasons the proposal meets State Goal 1, as discussed in Part A.

B. LAND USE PLANNING
GOAL: To maintain an on-going land use planning program to implement statewide and local goals. The program shall be consistent with natural and cultural resources and needs.

Finding: This Goal and its policies are met for the same reasons the proposal meets State Goal 2, as discussed in Part A.

C. AGRICULTURAL LANDS
GOAL: To provide for the orderly and efficient transition from rural to urban land uses.
D. WOODED AREAS
GOAL: To retain and protect wooded areas.

Finding: These Goals are not applicable for the same reasons that State Goals 3 and 4 are no applicable, as discussed in Part A.

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: This Goal and its policies are met for the same reasons the proposal meets State Goal 6, as discussed in Part A.

F. AREAS SUBJECT TO NATURAL HAZARDS
GOAL: To protect life and property from flooding and other natural hazards.

Finding: This Goal and its policies are met for the same reasons the proposal meets State Goal 7, as discussed in Part A.

G. OPEN SPACE, SCENIC, NATURAL, HISTORIC AND RECREATIONAL RESOURCES

GOALS:

1. To ensure that adequate land shall be retained in permanent open space use and that natural, scenic and historic resources are protected.

2. To provide adequate recreational resources and opportunities for the citizens of the community and visitors.

3. To protect, conserve, enhance and maintain the Willamette River Greenway.

Finding: These Goals and related policies are met for the same reasons the proposal meets State Goal 5, as discussed in Part A.

H. THE ECONOMY

GOAL: To develop a diverse and stable economic base.

1. *General Policies*
   a. *In order to increase the percentage of persons who live in Newberg and work in Newberg, the City shall encourage a diverse and stable economic base. Potential methods may include, but are not limited to, land use controls and capital improvement programs.*
   b. *The City shall encourage economic expansions consistent with local needs*
   c. *The City will encourage creation the creation of a diversified employment base, the strengthening of trade centers and the attraction of both capital and labor intensive enterprises.*
   d. *Newberg will encourage the development of industries which represent the most efficient use of existing resources including land, air, water, energy and labor*
   e. *Economic expansion shall not exceed the carrying capacity of the air, water or land resource quality of the planning area.*
   f. *The City shall participate with local and regional groups to coordinate economic planning.*
   g. *The City shall encourage business and industry to locate within the Newberg City limits.*
   h. *Yamhill County history, products and activities should be promoted.*
   i. *The City shall encourage tourist-related activities and services such as motor inns, restaurants, parks and recreation facilities, a visitor center, conference and seminar activities.*
   j. *A mixed-use river-oriented commercial area should be encourage to be developed near the Willamette River.*
   k. *The City shall promote Newberg as a tourist destination location.*
   l. *The City shall promote the expansion of local viticulture and wine productions as a method for increasing tourism.*

Finding: This Goal and its policies are met for the same reasons the proposal meets State Goal 9, as discussed in Part A.

J. URBAN DESIGN

GOAL 1: To maintain and improve the natural beauty and visual character of the City.
GOAL 2: To develop and maintain the physical context needed to support the livability and unique character of Newberg.

Finding: By clarifying and correcting the code and making other updates to comply with state land use laws, the proposal facilitates well planned growth that maintains Newberg's natural beauty, visual character, and livability. These Goals are met.

K. TRANSPORTATION

GOAL 1: Establish cooperative agreements to address transportation based planning, development, operation and maintenance.
GOAL 2: Establish consistent policies which require concurrent consideration of transportation/land use system impacts.
GOAL 3: Promote reliance on multiple modes of transportation and reduce reliance on the automobile.
GOAL 4: Minimize the impact of regional traffic on the local transportation system.
GOAL 5: Maximize pedestrian, bicycle and other non-motorized travel throughout the City.
GOAL 6: Provide effective levels of non-auto oriented support facilities (e.g. bus shelters, bicycle racks, etc.).
GOAL 8: Maintain and enhance the City's image, character and quality of life.
GOAL 9: Create effective circulation and access for the local transportation system.
GOAL 10: Maintain the viability of existing rail, water and air transportation systems.
GOAL 11: Establish fair and equitable distribution of transportation improvement costs.
GOAL 12: Minimize the negative impact of a Highway 99 bypass on the Newberg community.
GOAL 13: Utilize the Yamhill County Transit Authority (YCTA) Transit Development Plan (TDP) as a Guidance Document.
GOAL 14: Coordinate with Yamhill County Transit Area.
GOAL 15: Implement Transit-Supportive Improvements.

Finding: Where the above goals may apply, each goal and its policies are met for the same reasons the proposal meets State Goals 9 and 12, as discussed in Part A.

L. PUBLIC FACILITIES AND SERVICES
GOAL: To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban development.

Finding: This Goal and its policies are met for the same reasons the proposal meets State Goal 11, as discussed in Part A.

M. ENERGY
GOAL: To conserve energy through efficient land use patterns and energy- related policies and ordinances.

Finding: The proposed code amendment to the off-street parking requirement location can help to create more efficient sites by not require parking to go well beyond the required front yard to count the front yard as part of the off-street parking spaces. This goal is met.

N. URBANIZATION
GOALS:
1. To provide for the orderly and efficient transition from rural to urban land uses.
2. To maintain Newberg's identity as a community which is separate from the Portland Metropolitan area.
3. To create a quality living environment through a balanced growth of urban and cultural activities.

Finding: These Goals and any relevant policies are met for the same reasons the proposal meets State Goal 14, as discussed in Part A.

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Exhibit D – 2026 Code Maintenance Package

DLCD Comments October 2, 2026

Outlook

Newberg PAPA for DCA26-0001 - HAPO comments

From MARQUARDT Ryan * DLCD <Ryan.MARQUARDT@dlcd.oregon.gov>
Date Fri 10/2/2026 1:59 PM
To Jeremiah Cromie <Jeremiah.Cromie@newbergoregon.gov>; Scot Siegel <Scot.Siegel@newbergoregon.gov>
Cc AHRENS Melissa * DLCD <Melissa.Ahrens@dlcd.oregon.gov>; REID Kelly * DLCD <Kelly.Reid@dlcd.oregon.gov>

Hello Jerimiah and Scot,
Thanks for providing the city's proposed amendments for review. I've read the amendments and have the following notes on housing laws for the city's consideration. Apologies for these being somewhat brief/shorthand. I'm available to discuss these notes further if there are questions, as well as to hear further explanation from city staff if I've misread the amendments or am missing regulatory context from elsewhere in the city's land use regulations.

- Page 8 - Applying HB 4037 limits to ELDs (and MHLDs processed as ELDs) covers many of the 197A.140; be aware of the unique properties of the review process in 197A.140 and make sure this are reflected in the code (e.g. not allowing other parties to intervene, notice of decision only to applicant)
- Page 15 – be aware that procedural limitations of ORS 197A.400(5) would not allow posted notice for type II or III applications that are subject to review under ORS 197A.400(1) [15.100.260] (understood that this is existing code not proposed for amendment)
- Page 23- 15.220.060 – not a compliance issue, but be aware that HB 2138 rulemaking includes "Establishing parameters on unreasonable cost or delay for siting and design standards for accessory dwelling units and single room occupancies under standards allowed under ORS 197A.425 and 197A.430". That rulemaking may affect allowable siting and design standards for SROs.
- Page 35 - Compliance with ORS 92.031; make sure standard in these section do not run afoul of 92.031(3)(c) - "May not subject an application to approval criteria except as provided in this section, including that a lot or parcel require driveways, vehicle access, parking or minimum or maximum street frontage." The text of these amendments appear to introduce review standards beyond what statute allows.
    - Access to individual lots, and public improvements necessary to serve the development, including but not limited to water, wastewater, stormwater, and streets, shall conform to Division 15.500 NMC, Public Improvement Standards; [15.235.050.B.1.a]
    - The proposed streets, utilities, and stormwater facilities are adequate to serve the proposed development at adopted level of service standards, conform to the City of Newberg adopted master plans and applicable Newberg public works design and construction standards, and allow for transitions to existing and potential future development on adjacent lands. The preliminary plat shall identify all proposed public improvements and dedications [15.235.050.B.1.c]

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The Housing Accountability and Production Office is a joint office between the Department of Land Conservation and Development (DLCD) and the Department of Consumer and Business Services' Building Codes Division (BCD).