



**City Council Work Session
September 17, 2018 - 6:00 PM
Public Safety Building 401 East Third Street**

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. REVIEW OF THE COUNCIL AGENDA AND MEETING**
- IV. COUNCIL BUSINESS ITEMS**
 - IV.A June & July 2018 Fund Financial Statements
[RCA Information Financial Reports - 2018-06 & 07 June & July.pdf](#)
- V. DISTRICT 1 INTERVIEWS**
 - V.A Interviews for District 1 Council Vacancy
[RCA Work Sxn District 1 vacancy 2018-0917.pdf](#)
- VI. ADJOURNMENT**

PUBLIC COMMENT

WORK SESSIONS ARE INTENDED FOR DISCUSSION. NO ACTION WILL BE TAKEN ON THE AGENDA ITEMS AND NO DECISIONS WILL BE MADE. NO ORAL OR WRITTEN TESTIMONY WILL BE HEARD OR RECEIVED FROM THE PUBLIC.

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 17, 2018

Order ____ No.	Ordinance ____ No.	Resolution ____ No.	Motion ____	Information <u>XX</u>
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SUBJECT: Newberg Financial Reports for June 2018 (pre-audit) and July 2018

**Contact Person (Preparer) for this
Item: Matt Zook
Dept.: Finance**

EXECUTIVE SUMMARY:

Included with this report are the financial statements for June 2018 and July 2018. These are provided for your information only. No action is required.

June 2018

The June 2018 report is a preliminary report that is subject to change as we proceed through our annual audit, although no changes are anticipated at this point. There were three areas that were over budget – Public Safety Fee Fund - Communications (\$2k), Transient Lodging Tax Fund – Transfers Out to General Fund (\$23k) due to higher revenue than projected, and EMS Fund – Transfers Out to General Fund (\$424), and General Fund – Fire (\$10k) due to final payment for sick leave pay per the Intergovernmental Agreement (IGA) with Tualatin Valley Fire & Rescue (TVF&R).

I am pleased to report that the preliminary General Fund ending balance at June 30, 2018, as reflected on the first page of the June financial report, is \$4,230,725, which is higher than the June 30, 2017 balance of \$3,564,316, an increase of \$666,410. This is due to both revenues coming in higher than budgeted (primarily community development revenue, state shared revenues, franchise fees, interest earner and marijuana taxes), as well as expenditures coming in lower than budgeted (particularly in Police, Communications, Planning, and Debt Service). Grant revenue came in substantially lower than anticipated, but the grant expenditures are reduced in similar fashion, thus having little impact of the ending fund balance. The timing of grant activity just extends into fiscal year 2018-19. Exhibits 1a and 1b provide a numerical comparison of 2017-18 budget versus actual for the General Fund.

Further, the preliminary June 30, 2018 General Fund balance of \$4,230,725 is higher than anticipated in the FY 2018-19 Adopted Budget by \$546,810, which was projected to be \$3,683,915. This is again due to higher revenues and lower expenditures as described above. Exhibits 2a and 2b provide a numerical comparison of the April 2018 projection (performed in preparation for the 2018-19 fiscal year budget) and the June 2018 actuals.

Exhibit 3 compares the projected June 30, 2018 ending fund balance to the actual ending fund balance, most of which are higher than anticipated. Detailed analysis is beyond the scope of this report but can be provided upon request.

Once the audit is complete, the final financial statements will be presented to Council, which is anticipated for January 2019.

July 2018

The July 2018 report is usually uneventful as the first month of the new fiscal year. A few departments

have expenditures higher than the “straight-line” 8% budget per month, but this is primarily due to annual payments made in July for dues, fees, maintenance agreements, insurance premiums, and lease payments.

Exhibit 1a

General Fund Budget to Actual Comparison Fiscal Year 2017-18				
	Budget	Actual	Difference	%
Beginning Fund Balance	3,077,675	3,564,316	486,641	116%
Revenue & Transfers In	14,381,355	15,152,653	771,298	105%
Expenditures & Transfers Out	(15,751,187)	(14,486,243)	1,264,944	92%
Annual Surplus/Shortfall *	(1,369,832)	666,410	2,036,242	(49%)
Ending Fund Balance	1,707,843	4,230,725	2,522,882	248%
<i>Fund Balance % (Target = 16%)</i>	<i>10.84%</i>	<i>29.21%</i>		

Exhibit 2a

General Fund Projected to Actual Comparison Fiscal Year 2017-18				
	Projected	Actual	Difference	%
Beginning Fund Balance	3,564,316	3,564,316	-	100%
Revenue & Transfers In	14,924,302	15,152,653	228,351	102%
Expenditures & Transfers Out	(14,804,703)	(14,486,243)	318,459	98%
Annual Surplus/Shortfall *	119,599	666,410	546,810	557%
Ending Fund Balance	3,683,915	4,230,725	546,810	115%
<i>Fund Balance % (Target = 16%)</i>	<i>24.88%</i>	<i>29.21%</i>		

General Fund Budget to Actual Comparison Fiscal Year 2017-18

	Budget	Actual	Difference	%
Beginning Fund Balance	3,077,675	3,564,316	486,641	116%
Revenue				
Property Taxes	7,855,522	7,864,019	8,497	100%
Franchise Fees	1,520,823	1,609,864	89,041	106%
Franchise Fees-PW Funds	745,087	746,428	1,341	100%
State Shared Revenues	630,050	775,741	145,691	123%
Community Development	504,300	983,989	479,689	195%
Police	1,100,951	1,120,600	19,649	102%
Fire	363,258	363,258	-	100%
Library	116,430	114,132	(2,298)	98%
Court	12,777	8,056	(4,721)	63%
Marijuana Tax	65,000	106,666	41,666	164%
Grants	206,500	39,829	(166,671)	19%
Other Revenue	85,733	167,835	82,102	196%
Total Revenue	13,206,431	13,900,416	693,985	105%
Transfers In				
From TLT Fund	680,132	726,436	46,304	107%
From PERS Reserve	143,051	144,517	1,466	101%
From EMS Fund	351,741	381,283	29,542	108%
Total Transfers	1,174,924	1,252,237	77,313	107%
Total Revenue/Transfers In	14,381,355	15,152,653	771,298	105%
Expenditures/Expenses				
General Government				
Personnel Services	10,128	7,733	(2,395)	76%
Materials & Services	199,945	185,800	(14,145)	93%
	210,073	193,533	(16,540)	92%
Municipal Court				
Personnel Services	177,591	174,106	(3,485)	98%
Materials & Services	134,540	120,020	(14,520)	89%
	312,131	294,125	(18,006)	94%
Police				
Personnel Services	5,204,268	4,873,589	(330,679)	94%
Materials & Services	1,651,945	1,623,408	(28,537)	98%
Capital Outlay	15,000	15,001	1	100%
	6,871,213	6,511,998	(359,215)	95%
Fire				
Personnel Services	-	(1,436)	(1,436)	0%
Materials & Services	3,866,703	3,878,214	11,511	100%
	3,866,703	3,876,777	10,074	100%
Communications				
Personnel Services	770,041	544,001	(226,040)	71%
Materials & Services	547,319	518,063	(29,256)	95%
	1,317,360	1,062,064	(255,296)	81%
Library				
Personnel Services	1,033,064	1,022,889	(10,175)	99%
Materials & Services	684,107	663,986	(20,121)	97%
Capital Outlay	50,000	39,410	(10,590)	79%
	1,767,171	1,726,285	(40,886)	98%
Planning				
Personnel Services	529,326	463,594	(65,732)	88%
Materials & Services	733,376	305,706	(427,670)	42%
	1,262,702	769,299	(493,403)	61%
Total Expenditures	15,607,353	14,434,082	(1,173,271)	92%
Transfers Out				
To Water Fund	13,810	13,810	-	100%
To Debt Service Fund	91,673	-	(91,673)	0%
To Veh/Equip Replac Fund	16,412	16,412	(0)	100%
To Water SDC Fund	21,939	21,939	0	100%
Total Transfers	143,834	52,161	(91,673)	36%
Total Expenditures/ Transfers Out	15,751,187	14,486,243	(1,264,944)	92%
Operating Surplus/(Shortfall)	(1,369,832)	666,410	2,036,242	(49%)
Ending Fund Balance				
Unrestricted Fund Balance	1,707,843	4,230,725	2,522,882	248%
Total Ending Fund Balance	1,707,843	4,230,725	2,522,882	248%

General Fund Projected to Actual Comparison

Fiscal Year 2017-18

	Projected	Actual	Difference	%
Beginning Fund Balance	3,564,316	3,564,316	-	100%
Revenue				
Property Taxes	7,847,424	7,864,019	16,595	100%
Franchise Fees	1,614,878	1,609,864	(5,014)	100%
Franchise Fees-PW Funds	725,659	746,428	20,769	103%
State Shared Revenues	763,149	775,741	12,591	102%
Community Development	760,930	983,989	223,059	129%
Police	1,112,939	1,120,600	7,661	101%
Fire	363,258	363,258	-	100%
Library	113,074	114,132	1,058	101%
Court	7,975	8,056	82	101%
Marijuana Tax	100,717	106,666	5,948	106%
Grants	156,050	39,829	(116,221)	26%
Other Revenue	137,056	167,835	30,778	122%
Total Revenue	13,703,109	13,900,416	197,306	101%
Transfers In				
From TLT Fund	695,741	726,436	30,695	104%
From PERS Reserve	144,793	144,517	(276)	100%
From EMS Fund	380,659	381,283	625	100%
Total Transfers	1,221,193	1,252,237	31,044	103%
Total Revenue/Transfers In	14,924,302	15,152,653	228,351	102%
Expenditures/Expenses				
General Government				
Personnel Services	10,612	7,733	(2,879)	73%
Materials & Services	186,902	185,800	(1,102)	99%
	197,514	193,533	(3,981)	98%
Municipal Court				
Personnel Services	175,573	174,106	(1,467)	99%
Materials & Services	120,166	120,020	(146)	100%
	295,738	294,125	(1,613)	99%
Police				
Personnel Services	4,980,227	4,873,589	(106,638)	98%
Materials & Services	1,609,779	1,623,408	13,629	101%
Capital Outlay	15,000	15,001	1	100%
	6,605,006	6,511,998	(93,007)	99%
Fire				
Personnel Services	(1,436)	(1,436)	-	100%
Materials & Services	3,867,640	3,878,214	10,574	100%
	3,866,204	3,876,777	10,574	100%
Communications				
Personnel Services	608,804	544,001	(64,803)	89%
Materials & Services	532,168	518,063	(14,105)	97%
	1,140,973	1,062,064	(78,908)	93%
Library				
Personnel Services	1,009,681	1,022,889	13,208	101%
Materials & Services	669,207	663,986	(5,221)	99%
Capital Outlay	50,000	39,410	(10,590)	79%
	1,728,887	1,726,285	(2,603)	100%
Planning				
Personnel Services	494,521	463,594	(30,928)	94%
Materials & Services	423,699	305,706	(117,993)	72%
	918,220	769,299	(148,921)	84%
Total Expenditures	14,752,542	14,434,082	(318,460)	98%
Transfers Out				
To Water Fund	13,810	13,810	-	100%
To Veh/Equip Replac Fund	16,412	16,412	-	100%
To Water SDC Fund	21,939	21,939	-	100%
Total Transfers	52,161	52,161	-	100%
Total Expenditures/Transfers Out	14,804,703	14,486,243	(318,460)	98.0%
Operating Surplus/(Shortfall)	119,599	666,410	546,810	557%
Ending Fund Balance				
Unrestricted Fund Balance	3,683,915	4,230,725	546,810	115%
Total Ending Fund Balance	3,683,915	4,230,725	546,810	115%

**Projected To Actual Ending Fund Balance Comparison
June 30, 2018**

Fund Number & Name		Projected	Actual	Variance
01	General	3,683,915	4,230,725	546,810
02	Street Maint	669,164	1,222,511	553,347
03	Civil Forfeiture	23,432	15,313	(8,119)
04	Capital Projects	-	-	-
05	EMS	-	355	355
06	Wastewater Collection	10,336,315	11,767,095	1,430,780
07	Water Treatment	10,196,690	10,801,835	605,145
08	Building Inspection	1,291,113	1,452,004	160,891
09	Debt Service	46,455	47,809	1,354
10	City Hall Fee	612,158	612,916	758
13	911 Emergency	12,722	21,628	8,906
14	Economic Dev.	600,377	665,791	65,414
16	Public Safety	123,477	119,359	(4,118)
17	Stormwater	423,117	603,015	179,898
18	Street Capital Projects	175,291	176,804	1,513
19	Transient Lodging Tax	498,042	586,886	88,844
21	Goernmental Capital Projects	1,896,695	2,297,056	400,361
22	Library Gift	65,180	81,134	15,954
23	Cable TV	16,491	16,507	16
25	PERS Stabilization Reserve	-	-	-
31	Admin Support	378,937	488,429	109,492
32	Vehicle/Equip Replac	1,699,238	1,958,096	258,858
42	Street SDC	2,287,121	3,885,186	1,598,065
43	Stormwater SDC's	107,416	137,312	29,896
46	Wastewater SDC's	4,971,041	5,971,602	1,000,561
47	Water SDC's	223,123	314,198	91,075
		<u>40,337,510</u>	<u>47,473,566</u>	<u>7,136,056</u>

SUMMARY REPORT

JUNE 2018

SUMMARY REPORT		JUNE 2018				
FUNDS		2017-18 BUDGET	MONTH OF JUNE 2018	2017-18 YTD	Current YTD	2016-17 PRIOR YTD
					Compare to	
					Budget 100%	
City Budget Totals						
	Total Beg Fund Balance	\$ 37,053,219	\$ 40,611,931	\$ 40,611,931	110%	39,824,311
	Total Revenues	63,603,473	5,975,562	58,766,492	92%	47,139,958
	Total Beg Fund Bal & Revenues	100,656,692	46,587,493	99,378,423		86,964,269
	Total Expenses	74,764,363	6,119,019	51,904,857	69%	46,347,256
	Total Contingencies / Reserves	25,892,329	-	-	0%	-
	Total Exp & Contingen / Reserves	100,656,692	6,119,019	51,904,857	52%	46,347,256
	Total Monthly & YTD Net Gain / (Loss)		\$ (143,458)	\$ 4,564,579		
	Total Ending Fund Balance			\$ 47,473,567		40,617,013
City Services						
General Fund (01)						
	Beg Fund Balance	\$ 3,077,675	\$ 3,564,316	\$ 3,564,316	116%	3,313,037
	Revenues					
	General Government	-	-	-	0%	-
	Municipal Court	12,777	300	8,056	63%	10,785
	Police	1,060,968	93,932	1,112,875	105%	1,134,013
	Fire	363,258	108,977	363,258	100%	340,617
	Communications	41,483	-	41,483	100%	39,508
	Library	116,430	22,824	114,132	98%	125,237
	Planning	708,100	111,079	1,004,839	142%	855,467
	Property Taxes	7,855,522	78,960	7,864,019	100%	7,689,732
	Other Taxes	66,400	27,610	108,391	163%	131,076
	Franchise Fees	1,520,823	113,827	1,609,864	106%	1,513,880
	Intergovernmental	1,387,137	153,185	1,562,312	113%	1,338,943
	Miscellaneous	52,300	129	49,044	94%	26,601
	Interest	21,233	10,537	62,144	293%	25,316
	Transfers	1,174,924	259,540	1,252,237	107%	985,930
	Revenue Total	14,381,355	980,900	15,152,653	105%	14,217,107
	Expenses					
	General Government	210,073	11,518	193,533	92%	205,009
	Municipal Court	312,131	24,011	294,125	94%	360,869
	Police	6,871,213	534,899	6,511,998	95%	6,078,647
	Fire	3,866,703	332,892	3,876,777	100%	3,722,686
	Communications	1,317,360	(772,815)	1,062,064	81%	1,057,647
	Library	1,767,171	165,549	1,726,285	98%	1,476,676
	Planning	1,262,702	88,995	769,299	61%	864,398
	Transfers	143,834	1,151	52,161	36%	194,813
	Contingency	607,843	-	-	0%	-
	Unappropriated Ending Balance	1,100,000	-	-	0%	-
	Total Expenses	17,459,030	386,201	14,486,243	83%	13,960,745
	Monthly & YTD Net Gain / (Loss)		\$ 594,700	\$ 666,410		
	Ending Fund Balance			\$ 4,230,725		3,569,398

SUMMARY REPORT

JUNE 2018

SUMMARY REPORT			JUNE 2018			Current YTD Compare to Budget 100%	2016-17 PRIOR YTD
FUNDS	2017-18 BUDGET	MONTH OF JUNE 2018	2017-18 YTD				
<u>Public Safety Fee (16)</u>							
Beg Fund Balance	\$ 142,478	\$ 171,860	\$ 171,860		121%		163,546
Revenues	509,300	51,539	529,974		104%		495,239
Expenses	588,149	52,863	582,475		99%		486,925
Contingencies / Reserves	63,629	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ (1,325)	\$ (52,501)				
Ending Fund Balance			\$ 119,359				171,860
<u>EMS (05)</u>							
Beg Fund Balance	\$ 79,659	\$ 79,659	\$ 79,659		100%		1,245,742
Revenues	531,200	42,793	527,521		99%		360,211
Expenses	610,859	75,521	606,825		99%		1,526,294
Contingencies / Reserves	-	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ (32,728)	\$ (79,304)				
Ending Fund Balance			\$ 355				79,659
<u>911 Emergency (13)</u>							
Beg Fund Balance	\$ 23,357	\$ 19,080	\$ 19,080		82%		10,713
Revenues	225,027	57,102	225,738		100%		217,962
Expenses	228,903	21,666	223,190		98%		209,595
Contingencies / Reserves	19,481	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ 35,436	\$ 2,548				
Ending Fund Balance			\$ 21,628				19,080
<u>Civil Forfeiture (03)</u>							
Beg Fund Balance	\$ 25,234	\$ 25,268	\$ 25,268		100%		24,302
Revenues	200	26	392		196%		967
Expenses	25,434	2,273	10,348		41%		-
Contingencies / Reserves	-	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ (2,247)	\$ (9,956)				
Ending Fund Balance			\$ 15,313				25,268
<u>Library Gift & Memorial (22)</u>							
Beg Fund Balance	\$ 63,516	\$ 88,497	\$ 88,497		139%		92,550
Revenues	135,600	1,921	58,135		43%		86,121
Expenses	160,000	5,093	65,498		41%		90,175
Contingencies / Reserves	39,116	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ (3,173)	\$ (7,363)				
Ending Fund Balance			\$ 81,134				88,497
<u>Building Inspection (08)</u>							
Beg Fund Balance	\$ 932,354	\$ 1,107,774	\$ 1,107,774		119%		746,431
Revenues	825,318	113,438	987,514		120%		903,197
Expenses	706,767	54,935	643,284		91%		541,853
Contingencies / Reserves	1,050,905	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ 58,503	\$ 344,230				
Ending Fund Balance			\$ 1,452,004				1,107,774

SUMMARY REPORT

JUNE 2018

SUMMARY REPORT		JUNE 2018				Current YTD	2016-17 PRIOR YTD
FUNDS	2017-18 BUDGET	MONTH OF JUNE 2018	2017-18 YTD	Compare to			
				Budget			
				100%			
<u>Streets (Operating) (02)</u>							
Beg Fund Balance	\$ 489,326	\$ 736,256	\$ 736,256	150%	816,245		
Revenues	2,913,541	489,065	3,134,749	108%	2,166,427		
Expenses	3,306,928	437,784	2,648,493	80%	2,246,416		
Contingencies / Reserves	95,939	-	-	0%	-		
Monthly & YTD Net Gain / (Loss)		\$ 51,281	\$ 486,256				
Ending Fund Balance			\$ 1,222,511		736,256		
<u>Water (Operating) (07)</u>							
Beg Fund Balance	\$ 8,874,908	\$ 8,995,620	\$ 8,995,620	101%	7,784,122		
Revenues	5,877,525	552,700	6,209,642	106%	5,586,852		
Expenses	6,024,114	477,317	4,403,428	73%	4,375,353		
Contingencies / Reserves	8,728,319	-	-	0%	-		
Monthly & YTD Net Gain / (Loss)		\$ 75,383	\$ 1,806,214				
Ending Fund Balance			\$ 10,801,835		8,995,620		
<u>Wastewater (Operating) (06)</u>							
Beg Fund Balance	\$ 10,812,028	\$ 11,973,385	\$ 11,973,385	111%	12,445,970		
Revenues	8,147,159	738,873	8,362,198	103%	8,095,664		
Expenses	11,252,805	793,546	8,568,488	76%	8,568,249		
Contingencies / Reserves	7,706,382	-	-	0%	-		
Monthly & YTD Net Gain / (Loss)		\$ (54,673)	\$ (206,290)				
Ending Fund Balance			\$ 11,767,095		11,973,385		
<u>Stormwater (Operating) (17)</u>							
Beg Fund Balance	\$ 898,152	\$ 1,028,956	\$ 1,028,956	115%	1,169,140		
Revenues	1,488,924	144,578	1,559,957	105%	1,476,002		
Expenses	2,213,665	107,046	1,985,898	90%	1,616,187		
Contingencies / Reserves	173,411	-	-	0%	-		
Monthly & YTD Net Gain / (Loss)		\$ 37,532	\$ (425,941)				
Ending Fund Balance			\$ 603,015		1,028,956		

SUMMARY REPORT

JUNE 2018

SUMMARY REPORT			JUNE 2018			Current YTD	2016-17 PRIOR YTD
FUNDS	2017-18 BUDGET	MONTH OF JUNE 2018	2017-18 YTD	Compare to			
				Budget			
				100%			
<u>Administrative Support (31)</u>							
Beg Fund Balance	\$ 553,185	\$ 728,861	\$ 728,861	132%	474,296		
Revenues	4,750,352	382,496	4,593,093	97%	4,349,356		
Expenses							
City Manager	640,981	59,935	620,132	97%	490,761		
Human Resources	216,501	14,858	182,118	84%	186,158		
Emergency Management	-	-	-	0%	887		
Finance	734,726	55,261	700,091	95%	673,345		
Gen Office(Postage/Phones)	177,289	14,199	151,203	85%	140,474		
Utility Billing	323,036	22,043	319,259	99%	299,514		
Information Technology	1,071,444	79,397	1,049,021	98%	964,662		
Legal	480,443	38,991	448,082	93%	388,345		
Fleet Maintenance	239,317	23,083	234,681	98%	186,651		
Facilities Repair/Replacement	815,817	77,426	775,614	95%	436,721		
Insurance	376,446	30,040	349,962	93%	299,738		
Transfers	3,362	280	3,362	100%	27,536		
Contingencies / Reserves	224,174	-	-	0%	-		
Total Expenses	5,303,536	415,513	4,833,525	91%	4,094,793		
Monthly & YTD Net Gain / (Loss)		\$ (33,017)	\$ (240,432)				
Ending Fund Balance			\$ 488,429		728,860		
<u>Capital Improvement Projects</u>							
<u>Streets CIP's (18)</u>							
Beg Fund Balance	\$ 168,396	\$ 168,834	\$ 168,834	0%	165,646		
Revenues	5,894,337	860,962	2,716,383	46%	1,224,468		
Expenses	5,892,337	858,595	2,708,413	46%	1,221,280		
Contingencies / Reserves	170,396	-	-	0%	-		
Monthly & YTD Net Gain / (Loss)		\$ 2,367	\$ 7,970				
Ending Fund Balance			\$ 176,804		168,834		
<u>Water / Wastewater / Stormwater CIP's (04)</u>							
Beg Fund Balance	\$ -	\$ -	\$ -	0%	-		
Revenues	7,278,467	597,258	3,463,412	48%	2,710,165		
Expenses	7,278,467	597,258	3,463,412	48%	2,710,165		
Contingencies / Reserves	-	-	-	0%	-		
Monthly & YTD Net Gain / (Loss)		\$ 0	\$ (0)				
Ending Fund Balance			\$ (0)		-		
<u>Governmental CIP's (21)</u>							
Beg Fund Balance	\$ -	\$ -	\$ -	0%	-		
Revenues	3,151,630	-	3,151,630	0%	-		
Expenses	3,151,630	854,574	854,574	27%	-		
Contingencies / Reserves	-	-	-	0%	-		
Monthly Activity Net Gain / (Loss)		\$ (854,574)					
Ending Fund Balance			\$ 2,297,056		-		

SUMMARY REPORT

JUNE 2018

SUMMARY REPORT			JUNE 2018			Current YTD	2016-17 PRIOR YTD	
FUNDS	2017-18 BUDGET	MONTH OF JUNE 2018	2017-18 YTD	Compare to				
				Budget				
				100%				
<u>Street SDC (42)</u>								
Beg Fund Balance	\$	2,965,113	\$	2,936,734	\$	2,936,734	99%	2,824,984
Revenues		2,365,125		196,445		2,239,628	95%	439,947
Expenses		3,971,000		565,830		1,291,176	33%	328,197
Contingencies / Reserves		1,359,238		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	(369,386)	\$	948,452		
Ending Fund Balance					\$	3,885,186		2,936,734
<u>Water SDC (47)</u>								
Beg Fund Balance	\$	298,518	\$	572,610	\$	572,610	192%	821,631
Revenues		734,713		20,883		599,758	82%	715,182
Expenses		1,028,931		2,154		858,169	83%	964,203
Contingencies / Reserves		4,300		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	18,729	\$	(258,411)		
Ending Fund Balance					\$	314,198		572,610
<u>Wastewater SDC (46)</u>								
Beg Fund Balance	\$	4,516,526	\$	5,106,412	\$	5,106,412	113%	4,527,496
Revenues		830,000		333,712		1,853,431	223%	1,146,085
Expenses		1,579,724		147,957		988,241	63%	567,169
Contingencies / Reserves		3,766,802		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	185,754	\$	865,190		
Ending Fund Balance					\$	5,971,602		5,106,412
<u>Stormwater SDC (43)</u>								
Beg Fund Balance	\$	94,806	\$	106,284	\$	106,284	112%	167,567
Revenues		71,200		1,619		82,933	116%	51,509
Expenses		55,000		2,093		51,905	94%	112,792
Contingencies / Reserves		111,006		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	(474)	\$	31,029		
Ending Fund Balance					\$	137,312		106,284

SUMMARY REPORT

JUNE 2018

SUMMARY REPORT			JUNE 2018			Current YTD Compare to Budget 100%	2016-17 PRIOR YTD
FUNDS	2017-18 BUDGET	MONTH OF JUNE 2018	2017-18 YTD				
Debt							
Debt Service (General Op) (09)							
Beg Fund Balance	\$ 36,946	\$ 38,270	\$ 38,270	104%			216,728
Revenues	743,425	588	653,873	88%			651,538
Expenses	736,006	-	644,333	88%			829,996
Contingencies / Reserves	44,365	-	-	0%			-
Monthly & YTD Net Gain / (Loss)		\$ 588	\$ 9,539				
Ending Fund Balance			\$ 47,809				38,270
City Hall (10)							
Beg Fund Balance	\$ 512,086	\$ 552,745	\$ 552,745	108%			509,076
Revenues	93,000	12,766	168,657	181%			150,387
Expenses	108,486	-	108,486	100%			106,718
Contingencies / Reserves	-	-	-	0%			-
Unappropriated Ending Balance	496,600	-	-	0%			-
Monthly & YTD Net Gain / (Loss)		\$ 12,766	\$ 60,171				
Ending Fund Balance			\$ 612,916				552,745
Reserves							
PERS Stabilization Reserve (25)							
Beg Fund Balance	\$ 179,840	\$ 179,840	\$ 179,840	100%			-
Revenues	1,600	-	1,251	0%			179,840
Expenses	181,440	16,239	181,091	100%			-
Contingencies / Reserves	-	-	-	0%			-
Monthly & YTD Net Gain / (Loss)		\$ (16,239)	\$ (179,840)				
Ending Fund Balance			\$ (0)				179,840
Vehicle / Equipment Replacement (32)							
Beg Fund Balance	\$ 1,372,748	\$ 1,431,306	\$ 1,431,306	104%			1,176,384
Revenues	\$ 1,114,077	\$ 98,520	\$ 1,172,456	105%			849,943
Expenses							
General Government	-	-	-	0%			1,373
City Manager's Office	1,468	-	-	0%			-
Human Resources	1,013	-	-	0%			-
Finance	17,496	-	-	0%			-
Information Technology	76,396	-	68,272	89%			133,652
Legal	423	-	-	0%			-
Municipal Court	4,114	-	-	0%			-
Police	461,425	781	128,185	28%			135,325
Communications	153,488	-	-	0%			6,295
Library	13,103	-	-	0%			1,667
Planning	2,975	-	-	0%			-
Building	26,412	-	-	0%			-
PW Administration	1,556,524	43,863	378,287	24%			59,199
Fleet Maintenance	11,048	89	690	6%			481
Facilities Repair/Replacement	160,940	-	70,233	44%			115,160
Contingencies / Reserves	-	-	-	0%			-
Total Expenses	2,486,825	44,733	645,667	26%			595,021
Monthly & YTD Net Gain / (Loss)		\$ 53,787	\$ 526,789				
Ending Fund Balance			\$ 1,958,096				1,431,306

SUMMARY REPORT

JUNE 2018

SUMMARY REPORT		JUNE 2018				Current YTD	2016-17 PRIOR YTD	
FUNDS	2017-18 BUDGET	MONTH OF JUNE 2018	2017-18 YTD	Compare to				
				Budget				
				100%				
Community Projects								
Cable TV Trust (23)								
Beg Fund Balance	\$	37,825	\$	37,897	\$	37,897	100%	37,504
Revenues		200		28		488	244%	392
Expenses		38,025		-		21,878	58%	-
Contingencies / Reserves		-		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	28	\$	(21,390)		
Ending Fund Balance					\$	16,507		37,897
Economic Development (14)								
Beg Fund Balance	\$	554,825	\$	617,748	\$	617,748	111%	570,191
Revenues		457,771		7,706		194,045	42%	65,485
Expenses		882,174		446		146,003	17%	17,927
Contingencies / Reserves		130,423		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	7,260	\$	48,043		
Ending Fund Balance					\$	665,791		617,748
Transient Lodging Tax (19)								
Beg Fund Balance	\$	343,718	\$	343,718	\$	343,718	100%	149,857
Revenues		1,082,427		289,646		1,126,982	104%	998,510
Expenses		1,426,145		199,384		883,814	62%	804,649
Contingencies / Reserves		-		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	90,263	\$	243,168		
Ending Fund Balance					\$	586,886		343,718

SUMMARY REPORT

JULY 2018

SUMMARY REPORT			JULY 2018			Current YTD Compare to Budget 8%	2017-18 PRIOR YTD
FUNDS	2018-19 BUDGET	MONTH OF JULY 2018	2018-19 YTD				
City Budget Totals							
Total Beg Fund Balance	\$ 40,337,510	\$ 47,473,567	\$ 47,473,567	118%			40,611,931
Total Revenues	52,737,121	3,062,045	3,062,045	6%			2,911,171
Total Beg Fund Bal & Revenues	93,074,631	50,535,612	50,535,612				43,523,102
Total Expenses	64,098,418	3,179,700	3,179,700	5%			2,923,208
Total Contingencies / Reserves	28,976,213	-	-	0%			-
Total Exp & Contingen / Reserves	93,074,631	3,179,700	3,179,700	3%			2,923,208
Total Monthly & YTD Net Gain / (Loss)		\$ (117,655)	\$ (100,791)				
Total Ending Fund Balance			<u>\$ 47,355,912</u>				40,599,894
City Services							
General Fund (01)							
Beg Fund Balance	\$ 3,683,915	\$ 4,230,725	\$ 4,230,725	115%			3,564,316
Revenues							
General Government	-	-	-	0%			-
Municipal Court	8,694	1,885	1,885	22%			874
Police	1,092,066	139,747	139,747	13%			131,878
Fire	-	3,281	3,281	0%			-
Communications	43,557	10,889	10,889	25%			10,690
Library	115,739	5,710	5,710	5%			4,438
Planning	642,051	35,161	35,161	5%			41,737
Property Taxes	4,784,286	46,689	46,689	1%			33,114
Other Taxes	101,475	-	-	0%			-
Franchise Fees	1,559,921	-	-	0%			-
Intergovernmental	1,807,363	136,863	136,863	8%			128,265
Miscellaneous	5,000	390	390	8%			367
Interest	42,845	8,945	8,945	21%			2,137
Transfers	717,324	-	-	0%			41,272
Revenue Total	10,920,321	389,560	389,560	4%			394,772
Expenses							
General Government	203,244	44,014	44,014	22%			39,113
Municipal Court	329,384	28,623	28,623	9%			26,608
Police	7,063,190	574,172	574,172	8%			529,601
Fire	-	-	-	0%			322,225
Communications	1,333,066	121,290	121,290	9%			119,688
Library	1,832,982	131,703	131,703	7%			117,251
Planning	1,109,653	68,500	68,500	6%			69,137
Transfers	424,736	1,151	1,151	0%			1,151
Contingency	1,207,981	-	-	0%			-
Unappropriated Ending Balance	1,100,000	-	-	0%			-
Total Expenses	14,604,236	969,453	969,453	7%			1,224,773
Monthly & YTD Net Gain / (Loss)		\$ (579,894)	\$ (579,894)				
Ending Fund Balance			\$ 3,650,831				2,734,314

SUMMARY REPORT

JULY 2018

SUMMARY REPORT

JULY 2018

FUNDS						Current YTD Compare to Budget 8%	2017-18 PRIOR YTD	
	2018-19 BUDGET	MONTH OF JULY 2018		2018-19 YTD				
<u>Public Safety Fee (16)</u>								
Beg Fund Balance	\$	123,477	\$	119,359	\$	119,359	97%	171,860
Revenues		538,052		46,417		46,417	9%	41,629
Expenses		575,310		44,444		44,444	8%	30,253
Contingencies / Reserves		86,219		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	1,973	\$	1,973		
Ending Fund Balance					\$	121,332		183,236
<u>EMS (05)</u>								
Beg Fund Balance	\$	-	\$	355	\$	355	0%	79,659
Revenues		-		-		-	0%	42,586
Expenses		-		-		-	0%	45,978
Contingencies / Reserves		-		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	-	\$	-		
Ending Fund Balance					\$	355		76,267
<u>911 Emergency (13)</u>								
Beg Fund Balance	\$	12,722	\$	21,628	\$	21,628	170%	19,080
Revenues		222,773		32		32	0%	18
Expenses		220,431		17,316		17,316	8%	15,795
Contingencies / Reserves		15,064		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	(17,284)	\$	(17,284)		
Ending Fund Balance					\$	4,344		3,303
<u>Civil Forfeiture (03)</u>								
Beg Fund Balance	\$	23,432	\$	15,313	\$	15,313	65%	25,268
Revenues		300		29		29	10%	30
Expenses		23,732		-		-	0%	-
Contingencies / Reserves		-		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	29	\$	29		
Ending Fund Balance					\$	15,341		25,298
<u>Library Gift & Memorial (22)</u>								
Beg Fund Balance	\$	65,180	\$	81,134	\$	81,134	124%	88,497
Revenues		136,000		160		160	0%	213
Expenses		170,000		3,416		3,416	2%	4,589
Contingencies / Reserves		31,180		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	(3,256)	\$	(3,256)		
Ending Fund Balance					\$	77,878		84,120
<u>Building Inspection (08)</u>								
Beg Fund Balance	\$	1,291,113	\$	1,452,004	\$	1,452,004	112%	1,107,774
Revenues		640,819		37,908		37,908	6%	60,686
Expenses		695,398		60,251		60,251	9%	55,415
Contingencies / Reserves		1,236,534		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	(22,343)	\$	(22,343)		
Ending Fund Balance					\$	1,429,661		1,113,045

SUMMARY REPORT

JULY 2018

SUMMARY REPORT		JULY 2018				Current YTD Compare to Budget 8%	2017-18 PRIOR YTD
FUNDS	2018-19 BUDGET	MONTH OF JULY 2018	2018-19 YTD				
<u>Streets (Operating) (02)</u>							
Beg Fund Balance	\$ 669,164	\$ 1,222,511	\$ 1,222,511		183%		736,256
Revenues	2,992,830	205,497	205,497		7%		18,617
Expenses	2,706,834	110,915	110,915		4%		144,560
Contingencies / Reserves	955,160	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ 94,582	\$ 94,582				
Ending Fund Balance			\$ 1,317,094				610,313
<u>Water (Operating) (07)</u>							
Beg Fund Balance	\$ 10,196,690	\$ 10,801,835	\$ 10,801,835		106%		8,995,620
Revenues	6,073,334	687,859	687,859		11%		621,802
Expenses	7,268,141	305,995	305,995		4%		282,580
Contingencies / Reserves	9,001,883	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ 381,864	\$ 381,864				
Ending Fund Balance			\$ 11,183,699				9,334,841
<u>Wastewater (Operating) (06)</u>							
Beg Fund Balance	\$ 10,336,315	\$ 11,767,095	\$ 11,767,095		114%		11,973,385
Revenues	8,367,963	709,802	709,802		8%		670,640
Expenses	9,993,342	541,824	541,824		5%		381,442
Contingencies / Reserves	8,710,936	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ 167,978	\$ 167,978				
Ending Fund Balance			\$ 11,935,073				12,262,583
<u>Stormwater (Operating) (17)</u>							
Beg Fund Balance	\$ 423,117	\$ 603,015	\$ 603,015		143%		1,028,956
Revenues	1,664,691	135,983	135,983		8%		133,887
Expenses	1,535,885	104,570	104,570		7%		98,699
Contingencies / Reserves	551,923	-	-		0%		-
Monthly & YTD Net Gain / (Loss)		\$ 31,413	\$ 31,413				
Ending Fund Balance			\$ 634,428				1,064,145

SUMMARY REPORT

JULY 2018

SUMMARY REPORT		JULY 2018				
FUNDS		2018-19 BUDGET	MONTH OF JULY 2018	2018-19 YTD	Current YTD	2017-18 PRIOR YTD
					Compare to	
					Budget 8%	
<u>Administrative Support (31)</u>						
	Beg Fund Balance	\$ 378,937	\$ 488,429	\$ 488,429	129%	728,861
	Revenues	5,076,088	425,485	425,485	8%	397,605
	Expenses					
	City Manager	352,296	41,910	41,910	12%	46,027
	Human Resources	225,700	15,969	15,969	7%	17,441
	Community Engagement	119,310	9,118	9,118	0%	-
	Finance	779,748	88,476	88,476	11%	66,226
	Gen Office(Postage/Phones)	158,547	17,223	17,223	11%	11,873
	Utility Billing	347,917	34,520	34,520	10%	31,397
	Information Technology	1,091,945	97,779	97,779	9%	92,348
	Legal	493,095	38,075	38,075	8%	36,493
	Fleet Maintenance	257,035	20,440	20,440	8%	16,176
	Facilities Repair/Replacement	820,351	45,860	45,860	6%	49,812
	Insurance	390,132	303,386	303,386	78%	-
	Transfers	3,362	280	280	8%	280
	Contingencies / Reserves	283,072	-	-	0%	-
	Total Expenses	5,455,025	729,732	729,732	13%	368,073
	Monthly & YTD Net Gain / (Loss)		\$ (304,247)	\$ (304,247)		
	Ending Fund Balance			\$ 184,182		758,393
<u>Capital Improvement Projects</u>						
<u>Streets CIP's (18)</u>						
	Beg Fund Balance	\$ 175,291	\$ 176,804	\$ 176,804	0%	168,834
	Revenues	3,843,900	17,575	17,575	0%	40,445
	Expenses	3,837,400	16,916	16,916	0%	40,244
	Contingencies / Reserves	181,791	-	-	0%	-
	Monthly & YTD Net Gain / (Loss)		\$ 658	\$ 658		
	Ending Fund Balance			\$ 177,462		169,036
<u>Water / Wastewater / Stormwater CIP's (04)</u>						
	Beg Fund Balance	\$ -	\$ -	\$ -	0%	-
	Revenues	5,724,000	169,073	169,073	3%	95,636
	Expenses	5,724,000	169,073	169,073	3%	95,636
	Contingencies / Reserves	-	-	-	0%	-
	Monthly & YTD Net Gain / (Loss)		\$ -	\$ -		
	Ending Fund Balance			\$ -		-
<u>Governmental CIP's (21)</u>						
	Beg Fund Balance	\$ 1,896,695	\$ 2,297,056	\$ 2,297,056	121%	-
	Revenues	-	-	-	0%	-
	Expenses	1,896,695	16,864	16,864	1%	-
	Contingencies / Reserves	-	-	-	0%	-
	Monthly Activity Net Gain / (Loss)		\$ (16,864)			
	Ending Fund Balance			\$ 2,280,192		-

SUMMARY REPORT

JULY 2018

SUMMARY REPORT		JULY 2018					Current YTD	2017-18 PRIOR YTD
FUNDS		2018-19 BUDGET	MONTH OF JULY 2018	2018-19 YTD	Compare to			
					Budget			
					8%			
<u>Street SDC (42)</u>								
Beg Fund Balance	\$	2,287,121	\$	3,885,186	\$	3,885,186	170%	2,936,734
Revenues		1,394,800		14,732		14,732	1%	63,240
Expenses		2,604,000		10,964		10,964	0%	764
Contingencies / Reserves		1,077,921		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	3,767	\$	3,767		
Ending Fund Balance					\$	3,888,954		2,999,210
<u>Water SDC (47)</u>								
Beg Fund Balance	\$	223,123	\$	314,198	\$	314,198	141%	572,610
Revenues		574,213		27,012		27,012	5%	72,521
Expenses		797,336		-		-	0%	464
Contingencies / Reserves		-		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	27,012	\$	27,012		
Ending Fund Balance					\$	341,211		644,667
<u>Wastewater SDC (46)</u>								
Beg Fund Balance	\$	4,971,041	\$	5,971,602	\$	5,971,602	120%	5,106,412
Revenues		820,000		50,883		50,883	6%	119,545
Expenses		1,660,487		17,014		17,014	1%	67,189
Contingencies / Reserves		4,130,554		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	33,869	\$	33,869		
Ending Fund Balance					\$	6,005,471		5,158,768
<u>Stormwater SDC (43)</u>								
Beg Fund Balance	\$	107,416	\$	137,312	\$	137,312	128%	106,284
Revenues		42,500		2,053		2,053	5%	4,434
Expenses		9,000		14		14	0%	113
Contingencies / Reserves		140,916		-		-	0%	-
Monthly & YTD Net Gain / (Loss)			\$	2,039	\$	2,039		
Ending Fund Balance					\$	139,352		110,605

SUMMARY REPORT

JULY 2018

SUMMARY REPORT			JULY 2018			Current YTD Compare to Budget 8%	2017-18 PRIOR YTD
FUNDS	2018-19 BUDGET	MONTH OF JULY 2018	2018-19 YTD				
Debt							
Debt Service (General Op) (09)							
Beg Fund Balance	\$ 46,455	\$ 47,809	\$ 47,809	103%			38,270
Revenues	1,029,627	24,359	24,359	2%			20,668
Expenses	1,024,373	-	-	0%			-
Contingencies / Reserves	51,709	-	-	0%			-
Monthly & YTD Net Gain / (Loss)		\$ 24,359	\$ 24,359				
Ending Fund Balance			\$ 72,168				58,938
City Hall (10)							
Beg Fund Balance	\$ 612,158	\$ 612,916	\$ 612,916	100%			552,745
Revenues	-	1,146	1,146	0%			8,849
Expenses	542,692	-	-	0%			-
Contingencies / Reserves	69,466	-	-	0%			-
Unappropriated Ending Balance	69,466	-	-	0%			-
Monthly & YTD Net Gain / (Loss)		\$ 1,146	\$ 1,146				
Ending Fund Balance			\$ 614,062				561,594
Reserves							
Vehicle / Equipment Replacement (32)							
Beg Fund Balance	\$ 1,699,238	\$ 1,958,096	\$ 1,958,096	115%			1,431,306
Revenues	\$ 1,277,467	\$ 104,722	\$ 104,722	8%			99,651
Expenses							
General Government	-	-	-	0%			-
City Manager's Office	1,494	-	-	0%			-
Human Resources	1,033	-	-	0%			-
Finance	27,936	-	-	0%			-
Information Technology	254,200	16,412	16,412	6%			16,412
Legal	432	-	-	0%			-
Municipal Court	4,196	-	-	0%			-
Police	536,899	14,643	14,643	3%			3,972
Communications	169,201	-	-	0%			-
Library	12,745	-	-	0%			-
Planning	-	-	-	0%			-
Building	29,360	-	-	0%			-
PW Administration	1,616,387	3,172	3,172	0%			-
Fleet Maintenance	13,091	-	-	0%			46
Facilities Repair/Replacement	309,731	-	-	0%			5,827
Contingencies / Reserves	-	-	-	0%			-
Total Expenses	2,976,705	34,227	34,227	1%			26,257
Monthly & YTD Net Gain / (Loss)		\$ 70,496	\$ 70,495				
Ending Fund Balance			\$ 2,028,591				1,504,700
Community Projects							
Cable TV Trust (23)							
Beg Fund Balance	\$ 16,491	\$ 16,507	\$ 16,507	100%			37,897
Revenues	200	31	31	15%			45
Expenses	16,691	-	-	0%			-
Contingencies / Reserves	-	-	-	0%			-
Monthly & YTD Net Gain / (Loss)		\$ 31	\$ 31				
Ending Fund Balance			\$ 16,537				37,942

SUMMARY REPORT

JULY 2018

SUMMARY REPORT		JULY 2018				Current YTD	2017-18 PRIOR YTD
FUNDS	2018-19 BUDGET	MONTH OF JULY 2018	2018-19 YTD	Compare to			
				Budget			
				8%			
<u>Economic Development (14)</u>							
Beg Fund Balance	\$ 600,377	\$ 665,791	\$ 665,791	111%	617,748		
Revenues	289,510	10,631	10,631	4%	3,037		
Expenses	745,983	3,337	3,337	0%	13,739		
Contingencies / Reserves	143,904	-	-	0%	-		
Monthly & YTD Net Gain / (Loss)		\$ 7,294	\$ 7,294				
Ending Fund Balance			\$ 673,085		607,047		
<u>Transient Lodging Tax (19)</u>							
Beg Fund Balance	\$ 498,042	\$ 586,886	\$ 586,886	118%	343,718		
Revenues	1,107,733	1,096	1,096	0%	419		
Expenses	1,605,775	23,373	23,373	1%	11,657		
Contingencies / Reserves	-	-	-	0%	-		
Monthly & YTD Net Gain / (Loss)		\$ (22,277)	\$ (22,277)				
Ending Fund Balance			\$ 564,609		332,479		

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 17, 2018

Order ____	Ordinance ____	Resolution ____	Motion ____	Information __X__
No.	No.	No.		

**SUBJECT: Interview materials for
City Council District 1 candidates**

**Contact Person (Preparer) for this
Motion: Sue Ryan, City Recorder
Dept.: City Manager**

RECOMMENDATION:

Conduct interviews of Council District 1 Candidates. An agenda item later in the meeting provides the opportunity for Council to make a decision on appointing someone to the vacant position if they so choose.

EXECUTIVE SUMMARY:

The Council declared a vacancy for the position of District 1 on July 2nd, 2018 through Resolution 2018-3490 due to the resignation of Councilor Matt Murray.

Applications were accepted during an open recruitment process from July 3rd to August 31st, 2018. Two people applied and were found to be qualified for the position: Elise Yarnell Hollamon and Buddy Cook.

Their application materials are attached to this RCA for the Council's Work Session on September 17, 2018.

FISCAL IMPACT: N/A

STRATEGIC ASSESSMENT:

The council sets policy and direction for the City. It is critical for the city council to have a full complement of its membership in order to carry on the business of the City. The selecting the most qualified candidate to fulfill the District No. 1 vacant position is important to ensure the citizens within its boundaries are fairly represented.

DISTRICT NO. 1 VACANCY 2018
NEWBERG CITY COUNCIL MEETING
INTERVIEW QUESTIONS
September 17, 2018

Question 1 – Tell us about yourself.

Question 2 – Why are you interested in serving as a Councilor ?

Question 3 – What do you think is the most positive attribute of the City of Newberg ?

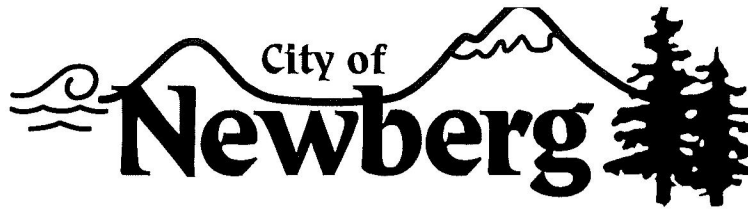
Question 4 – What is your understanding of the role of a Councilor and what has prepared you to be a Councilor ?

Question 5 – Share with us your assessment of any recent decision of the City Council.

Question 6 – What do you feel is the most critical issue facing the City of Newberg today ?

Question 7 – Describe your understanding of the time commitment associated with serving on the City Council; and are you prepared to meet it ?

Question 8 - Do you have any questions for us ?



September 5th, 2018

To: Elise Yarnell Hollamon
Buddy Cook

Re: Newberg City Council District 1 Vacancy

Thank you for stepping up to serve your community by applying for the vacancy in District 1 on the Newberg City Council. Interviews for the council position will be held at a Work Session of the Council on Monday, September 17th at 6:00 p.m.

The Council is currently scheduled to take action on the appointment that evening during Business Session with staff recommending the position be sworn in at the October 1, 2018 Council meeting. The term of this position is until December 31st, 2020.

The meeting will be held in the training room at the Public Safety Building, located at 401 East Third Street. Meeting materials are published a week in advance of the meeting for the Council and the public. These will include an agenda, your application and resume, and the questions. These materials will be published online at <http://www.newbergoregon.gov/meetings>.

Newberg depends upon volunteers such as yourself to help make our democracy operate. Our City was incorporated in 1889 and currently has a population of 23,480.* Newberg provides basic services including Public Works (Water, Wastewater, Maintenance, Engineering), Community Development (Building, Planning, and Economic Development), Code Enforcement, Municipal Court, Public Safety (Police and 9-1-1 Dispatch Center), and a Public Library. City operations also include support service departments including the City Manager, Legal, Finance, and Information Technology. You can find out more about Newberg's form of government online at <https://www.newbergoregon.gov/citycouncil/page/know-your-local-government>

The City has a Council-Manager form of government including a Mayor and six Council members. The Mayor is elected from at large while Councilors represent districts of the city. The Mayor is elected every four years and acts as the chief elected officer of Newberg. The Mayor is responsible for providing political and policy leadership for the community. The Mayor has executive powers, presides at Council meetings, votes at all meetings, and serves as the ceremonial head of the City. The six-member Council sets the overall policy of the City and goals of the City. The Council hold four-year terms, which are staggered. The Council sets City laws through ordinances (codified in the Newberg Municipal Code) and policy through resolutions. They also act as the Contract Review Board for the City and award contracts for public business.

**PSU Center for Population figure as of July 1, 2018.*

The Council appoints three employees to manage the City's business: the City Manager, the Municipal Judge and the City Attorney. In addition, the City has volunteers that serve on boards and commissions to gather citizen input and make decisions to recommend to the Council. These include standing committees, commissions or boards (set out by ordinance or resolution) and ad hoc committees, commissions or task forces for special purposes.

Standing entities include Affordable Housing Commission, Budget Committee, Citizens Rate Review Committee, Historic Preservation Commission, Newberg Urban Area Management Commission, Planning Commission, Public Library Board, and Traffic Safety Commission. Current Ad Hoc Committees include: Transient Lodging Tax, Newberg 2030 and the Riverfront Master Plan.

You can find out more about the operations, projects and issues of the City online at www.newbergoregon.gov or at the Newberg Public Library reference desk who can assist with reference materials or internet access.

I look forward to seeing you at the meeting on September 17th. You can contact me if you have questions. My email is sue.ryan@newbergoregon.gov or you can call me at (503) 537-1283.

Sincerely,

A handwritten signature in cursive script that reads "Sue Ryan". The signature is written in dark ink and is positioned below the word "Sincerely,".

Sue Ryan
Newberg City Recorder/Elections Officer
414 E. First Street
P.O. Box 970
Newberg, OR 97132

Enclosures:
City Charter
Council Rules
District Map



APPLICATION FOR
CITY COUNCIL, COMMISSIONS, COMMITTEES & ADVISORY BOARDS

Please check the Council/Committee/Commission/Board on which you would like to be considered for appointment. Continue on back or separate sheet, if necessary. If interested in serving on multiple boards, please list the order of preference (1-10). Terms vary. (Please note: The meeting dates/times are subject to change with advance notice and applicants may be required to be present at the Council Meeting at which their application is to be considered.)

☐ Budget Committee	4-5 times Jan-June, plus 1-2	☐ Traffic Safety Commission	2nd Monday, 7 pm
☐ Citizens' Rate Review Committee	4-8 times bi-annually or by need	☐ Traffic Safety Student Commissioner	2nd Monday, 7 pm
☒ City Council	1st & 3rd Monday, 6 pm	☐ Planning Commission	2nd Thursday, 7pm
☐ Historic Preservation Commission	To Be Announced	☐ Planning Student Commissioner	2nd Thursday, 7pm
☐ Historic Preservation Student Commissioner	To Be Announced	☐ Newberg Urban Area Management Commission	To Be Announced
☐ Library Advisory Board	3rd Thursday, 7 pm	☐ Other:	

NAME: Buddy Cook HOME PHONE: (503) 538-7217
RESIDENCE ADDRESS: 420 S. COLLEGE ST BUSINESS PHONE: —
MAILING ADDRESS: Newberg, OR 97132 EMPLOYER: Enterprise
EMAIL: buddycook@gmail.com OCCUPATION/PROFESSION: DRIVER

Years living in Newberg? 35 Live in City limits? YES Are you a registered voter? YES Are you a city employee? NO

How would you currently rate City's performance? ☐ Excellent ☒ Good ☐ Fair ☐ Poor

What ideas do you have for improving "Good", "Fair" or "Poor" performance? NEWBERG HAS HAD A HOUSING CRISIS FOR 30+ YEARS, I WANT TO BETTER UNDERSTAND WHY?

Why are you interested in serving on the Council/Committee/Commission/Board? I WANT TO BECOME MORE INVOLVED IN MAKING NEWBERG A BETTER CHOICE FOR PEOPLE.

What qualifications, skills, or experiences would you bring to the Council/Committee/Commission/Board? I HAVE 30+ YEARS OF MANAGEMENT EXPERIENCE. MOST OF IT WORKING IN A GROUP SETTING.

What contributions do you feel you can make to the Council/Committee/Commission/Board? I HAVE LEARNED THAT BETTER DECISIONS ARE REACHED FROM A GROUP EFFORT. I WANT TO CONTRIBUTE TO THE DECISIONS.

Previous/current appointed or elected offices: NONE

Previous/current community affiliations or activities: Newberg Church of Christ

If not appointed at this time, may we keep your name on file?

☒ Yes

☐ No

Signature: Buddy Cook

Date: 8/12/2018

I have sufficient time to devote to this responsibility and will attend the required meetings if appointed.

Please complete, sign, and date application form and return to:

FOR OFFICE USE ONLY:

Council District Reside In: 1
Registered Voter: Y N Since: 1986
Utility Customer: Y N

City Recorder

414 E. First Street

Newberg, OR 97132

Fax: 503-537-5013 • Office: 503-537-1283

cityrecorder@newbergoregon.gov

FOR OFFICE USE ONLY:

Appointed: Y N Date: _____
Original Appt. Date: _____
Date Left: _____

Rec'd 8/17/18 SR

G:\Recorder\Boards\Applications\General Application Update 2014-0314.doc

Buddy Cook

971.258.8383

Brief Qualifications/Experience Summary

- Senior project manager with fifteen (15) years of full lifecycle project management experience
- Managed large scale projects for product and application development, information services management and business management systems
- Skilled in managing people, projects and processes
- Proven analytical skills to dive into business and operations processes
- Proficient in Microsoft Project, on-line collaboration tools, and databases utilization
- Escalates issues, risks, slipped schedules/budget to leadership when appropriate and drives solutions and decisions.
- Familiar with State of Oregon operations.
- Experienced Business Analyst, performing business analysis, creation of business processes and implementation of information system reporting.
- Familiar with IT organizations, competent computer/systems operations.
- Excellent people management skills.
- Excellent communication skills.

Professional Strengths

- | | | |
|---|---|--|
| ▣ SDLC Life Cycle experience | ▣ Capture business requirements and process changes | ▣ Conduct presentations for proposals or project progress. |
| ▣ Expert in MS Project | ▣ Expert using MS Office | ▣ Expert in using SQL |
| ▣ Expert using Visio | ▣ Familiar Windows, Unix, Solaris and Linux OSs. | ▣ Can program in multiple computer languages. |
| ▣ Supply Chain Experience | ▣ Experience with many data reporting tools | ▣ Familiar with various WMS systems. |
| ▣ Used Postgres SQL | ▣ Used MS MySQL | ▣ Managed national and international project teams. |
| ▣ Lead small, medium or large projects. | ▣ Communicate/manager outside contractors. | ▣ Strong attention to detail. |

Work History

Enterprise Holdings Driver

Aug 2015 - Present

- Part-time job moving Enterprise Rental vehicles from branches to designated locations.
- Use GPS for navigation to locate particular address locations.
- Remove license plates, scan and record vehicle movements.

BuddyTech IT Consultant

Jan 2014 - Present

- Working to provide IT infrastructure support projects for professional offices.
- Work includes upgrade of computers from Windows XP/Vista to Windows 7, Upgrade from MS Server 2003 to MS Server 2008 R2.
- Upgrade includes migration of all professional office software to new versions and providing database transfer and connectivity for client software.
- Creation of office data integrity procedures such as backup, pruning and data archive requirements to meet HIPPA requirement.

Received August 17, 2018
SR

**State of Oregon
Project Manager**

Apr 2013 - Jan 2014

- Contractor performing Project Management and Analysis Services for the ODOT Bentley Upgrade project.
- The scope of work includes performing tasks that directly relate to managing the project scope, schedule, budget, resources and communication for successful delivery of the Bentley software upgrade to the ODOT engineering end users.
- It also includes tasks for gathering and documenting requirements, and developing the Implementation Plan.
- This effort is being accomplished in concert with ODOT's operating system upgrade to Windows 7, which requires good communication between the two efforts.

**Zy Enterprises, LLC
Project Manager | Design Engineer**

Jun 2010 - Apr 2013

- Managing five projects simultaneously.
- Provided database development statistics for client to measure specific performance objectives in customized product ordering system. System was based on Access database.
- Developed project schedules, goals and objectives for embedded development projects.
- Provided software development in determining application requirements. Lead development staff in producing, testing and deploying products. Provided design expertise in hardware and software development.
- Developed Web application for Beaverton Company to produce Web enabled timekeeping system for process queuing system.
- Developed AquaHot replacement timing module for use in AquaHot radiant heating systems. Developed all product hardware and firmware.

**Senior Project Manager (Zy Enterprises LLC)
Project Manager**

Nov 2009 - Jun 2010

- Managing multiple projects including two projects are IS service projects and three projects are NPI projects.
- Developed project schedules, goals and objectives.
- Delivered project kick-off documentation to project sponsors.
- Providing detailed progress reports to project stakeholders.
- Also act as the Business Analyst when necessary

**Sensus Metering Systems, Inc.
Technical Business Analyst**

Mar 2008 - Oct 2009

- Developed metrics for reporting customer and company operations.
- Generated weekly reports for tracking project critical information.
- Generated monthly reports and presentations regarding customer and company performance.
- Monitored and reported on AMI (FlexNet) network performance operations.

**Leviton Manufacturing, Inc.
Embedded Engineer**

Jan 2007-Jan 2008

- Develop hardware and software for embedded lighting products.
- Product development using the C programming language.
- C# used in the development of custom tools.

**Tektronix, Inc.
Project Manager**

Mar 2006 - Jan 2007

- Managed team of contract and in-house personnel to execute RoHS conversion project.
- Developed project metrics for weekly management and progress reporting.
- Developed program rules and policies.
- Developed work flowchart and trained personnel into new system of conversion.
- Performed weekly periodic evaluation and reported results to management.
- Developed monthly progress reports and delivered to management in monthly planning/review sessions.
- Used Excel and Visual Basic for Applications for the automation of data manipulation.

Education

Master's in Business Administration /Technical Management (MBA/TM)

University of Phoenix, Beaverton, Oregon - March 2007

Bachelor of Science in Business Management (BSBM)

University of Phoenix, Beaverton, Oregon - January 2005

Associate of Science in Electronic Engineering Technology (ASEET)

Mt Hood Community College, Gresham, Oregon - May 1980 - Degree Not Received

Home Entertainment Electronics Systems II

DeVry Institute of Technology, Chicago, Illinois - May 1978

Basic Electronics Technology, Navigation Track, Radar Track

U.S. Coast Guard Training Center, Governors Island, NY - April 1975

General Education diploma

Hoquiam High School, Hoquiam, Washington - June 1974

Professional Memberships

Project Management Institute, PMI, member number #2990965,

Member since 2014. Actively engaged in preparing to pass the PMP exam.

Military Service

United States Coast Guard, (Service dates = Jun 1974 - Jun 1978), Vietnam Era Veteran, subject to VEVRAA (Vietnam Era Veterans' Readjustment Assistance Act).

Professional Training

Networking Communications I, II and III

Ryder Integrated Logistics, Inc. company seminar, 24 hours

Project Management

Cadence Design Systems, Inc. company seminar, 16 hours

Communication Systems

Portland State University, masters' level course, 4 semester hours

UPS People's Workshop

UPS Management training workshop, 16 hours

Project Management: Planning, Scheduling and Control

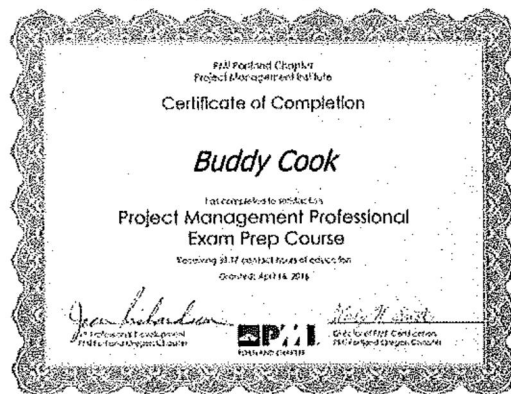
Washington State University, University Seminar Series, 12 hours

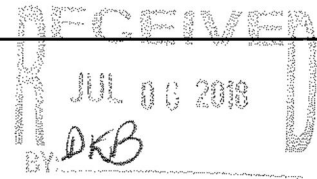
Project Management Fundamentals

ILMorrow, Inc. Company Project Management Training Seminar, 15 hours

Project Management Institute PMBOK Training

PMI Training Courses, ResCare Academy, Project Management Classes, 75 hours





APPLICATION FOR CITY COUNCIL, COMMISSIONS, COMMITTEES & ADVISORY BOARDS

Please check the Council/Committee/Commission/Board on which you would like to be considered for appointment. Continue on back or separate sheet, if necessary. If interested in serving on multiple boards, please list the order of preference (1-10). Terms vary. (Please note: The meeting dates/times are subject to change with advance notice and applicants may be required to be present at the Council Meeting at which their application is to be considered.)

☐ Budget Committee	4-5 times Jan-June, plus 1-2	☐ Traffic Safety Commission	2 nd Monday, 7 pm
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☒ City Council	1 st & 3 rd Monday, 6 pm	☐ Planning Commission	2 nd Thursday, 7pm
☐ Historic Preservation Commission	To Be Announced	☐ Planning Student Commissioner	2 nd Thursday, 7pm
☐ Historic Preservation Student Commissioner	To Be Announced	☐ Newberg Urban Area Management Commission	To Be Announced
☐ Library Advisory Board	3 rd Thursday, 7 pm	☐ Other:	

NAME: Elise Yarnell Hollamon HOME PHONE: 503-830-1756
RESIDENCE ADDRESS: 112 S Main St, Newberg, OR 97132 BUSINESS PHONE: _____
MAILING ADDRESS: 112 S Main St, Newberg, OR 97132 EMPLOYER: Providence Medical Group
EMAIL: elise.yarnell@providence.org OCCUPATION/PROFESSION: Clinic Administrator

Years living in Newberg? 2.5 Live in City limits? yes Are you a registered voter? yes Are you a city employee? no

How would you currently rate City's performance? ☐ Excellent ☒ Good ☐ Fair ☐ Poor

What ideas do you have for improving "Good", "Fair" or "Poor" performance?

See attached.

Why are you interested in serving on the Council/Committee/Commission/Board?

See attached.

What qualifications, skills, or experiences would you bring to the Council/Committee/Commission/Board?

See attached.

What contributions do you feel you can make to the Council/Committee/Commission/Board?

Previous/current appointed or elected offices: City Budget Committee

Previous/current community affiliations or activities: Young Professionals, Community Wellness Collective, YCCO Committees

If not appointed at this time, may we keep your name on file?

☒ Yes ☐ No

Signature: [Signature]

Date: 7/6/18

I have sufficient time to devote to this responsibility and will attend the required meetings if appointed.

Please complete, sign, and date application form and return to:

FOR OFFICE USE ONLY:

Council District Reside In: 1
Registered Voter: Y ☒ N ☐ Since: 7/2017
Utility Customer: Y ☐ N ☐

City Recorder
414 E. First Street
Newberg, OR 97132
Fax: 503-537-5013 • Office: 503-537-1283
cityrecorder@newbergoregon.gov

FOR OFFICE USE ONLY:

Appointed: Y ☐ N ☐ Date: _____
Original Appt. Date: _____
Date Left: _____

Elise Yarnell Hollamon
112 S Main St, Newberg Oregon 97132
Elise.yarnell@providence.org
503-830-1756

Dear Mayor Andrews, Council Members McKinney, Bacon, Corey, Essin, and Johnson and City of Newberg Staff,

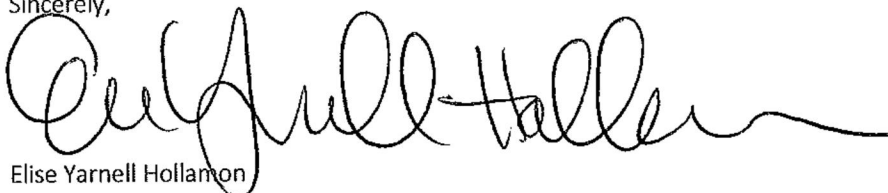
It is my honor to submit my application for City Council member of District 1 for the City of Newberg. Serving on the City Budget Committee this past spring gave me a glimpse into city government for our beloved town of Newberg. Attending my undergraduate in Philadelphia and Washington DC in political science, public service has always been at the core of my ambition and interest in government. I believe the ability to provide a voice to the marginalized and all citizens would be the highest honor and form of service. Moving to Newberg 2.5 years ago, we planted our family in a town that we could see ourselves serving and growing. I moved into a position at Providence Newberg from Portland to live, work, and serve in one community. Our time in Newberg has gifted me many deep relationships and opportunities, has given me hope for the future of Newberg and a drive to do what I can to make it even better for *all* its citizens.

Below are my responses to your questions in the application.

1. Serving on the City Budget Committee this past year gave me a understanding of how dedicated and hard working the City Staff is in Newberg. Their diligence to be good stewards of the city was inspiring. I would approach the position of City Council member to be one of collaboration. It would my intent to partner and deep dive with needed parties on all issues brought forward to council prior to a meeting. Through my career, I have learned the importance of preparation for meetings, whether reading or relationship building, to fully understand the issue at hand, before entering a meeting. Just as a lead my 105 provider/staff team at Providence, I would want all City Staff to feel that I am a partner of theirs, serving to advocate for citizens of Newberg, but to be guided by their expertise and recommendations.
2. As a major in political science, public service in government has always been a goal of mine. Serving in the community I work and live feels the perfect time to really invest in the people with my talents and interests. The current state of mental health, addiction, and housing in Yamhill County, are my main catalysts to become involved in policy and service to the city. My back ground in knowledge and understanding of social determinants to health would help bring community partners to the table with the city. I feel I could be a bridge to the city with health organizations and community agencies to provide creative solutions to housing, food insecurity, mental health, addiction, and violence.
3. Currently, I oversee over 100 people and \$14mi annual budget. My leadership style is one of creativity and collaboration. My greatest strength is taking a high level problem and utilizing the strengths of individuals on my team to find an innovative solution. In my limited glimpse into city government, I would hope to bring this team building and innovation to the council and city staff. Meeting and relationship building outside of city council meetings would be a top priority to truly understand the gaps in city operations and policy. My hope is that my education in policy combined, professional back ground in public health, and involvement in the Newberg community would contribute to the council team in a way to further the growth of Newberg.

Thank you for your consideration. I hope to serve with each of you soon!

Sincerely,



Elise Yarnell Hollamon

ELISE YARNELL HOLLAMON

112 S Main St, Newberg, Oregon 97132

Tel: 503.830.1756

Email: elise.yarnell@providence.org

OBJECTIVE

To exhibit compassion, empathy, and stewardship while serving on Newberg City Council, providing a voice for all citizens of District 1 to feel heard and valued.

PROFESSIONAL HISTORY

Providence Newberg Primary Care

Clinic Manager 2, August 2016-Current

Responsible for 105 staff/providers, \$14m annual budget, operational financials, optimization work, implementation of standardization work, CCO partner, CPC+ federal grant for innovation in primary care clinics.

Providence Express Care

Manager of Growth, April 2016-August 2016

Initiated work of Express Care in Oregon Region in May 2015, officially joining team in April 2016. Responsible for all growth and expansion of Express Care in Oregon Region; opened/designed 13 sites in 9 months, hired 40 Medical Assistants and 42 providers, leader on system franchise work, operator of efficiency/optimization work for team.

Providence Mercantile, Wilsonville, Express Care Kruse Way, July 2014-April 2016

Clinic Manager 2

Responsible for growth and development of 50 staff and providers, financials, optimization, implementation of standardization program.

Providence Tanasbourne Immediate Care, Family Practice

Office Staff Supervisor/Clinic Supervisor, March 2013-June 2014

Supervise 24 PRRs and MAs; work plans for improvement, evaluations, training, coaching, and career development.

Providence Tanasbourne Immediate Care, Family Practice,

Patient Relations Representative, Preceptor, January 2012- March 2013

Human Rights Department, Washington DC

Legal Intern, August 2010-December 2010

Nordstrom

Sales, 2005-2009

Discovered customer service ideal; has translated into my mission of patient centered care.

EDUCATION

Eastern University, Political Science, Philadelphia, PA, 2007-2010

Aloha High School, Beaverton, OR, 2004-2007

COMMITTEES/COMMUNITY INVOLVEMENT

Budget Committee, City of Newberg, 2018

Providence + Newberg School District Mental Health Partnership, 2017-current

Yamhill County Care Organization, Committees, 2016-2018

Yamhill County Medication Assisted Treatment Committee 2017-2018

Community Wellness Collective, Yamhill County, 2018

Young Professional of Yamhill County, 2018

Family Care, Medical Advisory Board, 2017

HONORS/AWARDS

Emilie Gamelin, Spirit and Mission Award, Providence Oregon, 2017

Vision Agent, Providence Oregon, 2015-2018

Partner in Education, Newberg Chamber of Commerce, 2018

ELISE YARNELL HOLLAMON

112 S Main St, Newberg, Oregon 97132

Tel: 503.830.1756

Email: elise.yarnell@providence.org

REFERENCES

Wendy Carlton, Sr Director Access Strategies, Providence Medical Group, wendy.carlton@providence.org

Melissa Damm, MBA, Director of Financial Operations, Providence Oregon, Melissa.damm@providence.org

Kristen Stoller, President, Newberg Education Foundation, kristen@iheartcvda.com

Mikaela Schamp, Chief of Staff, Newberg School District, 541-760-5901

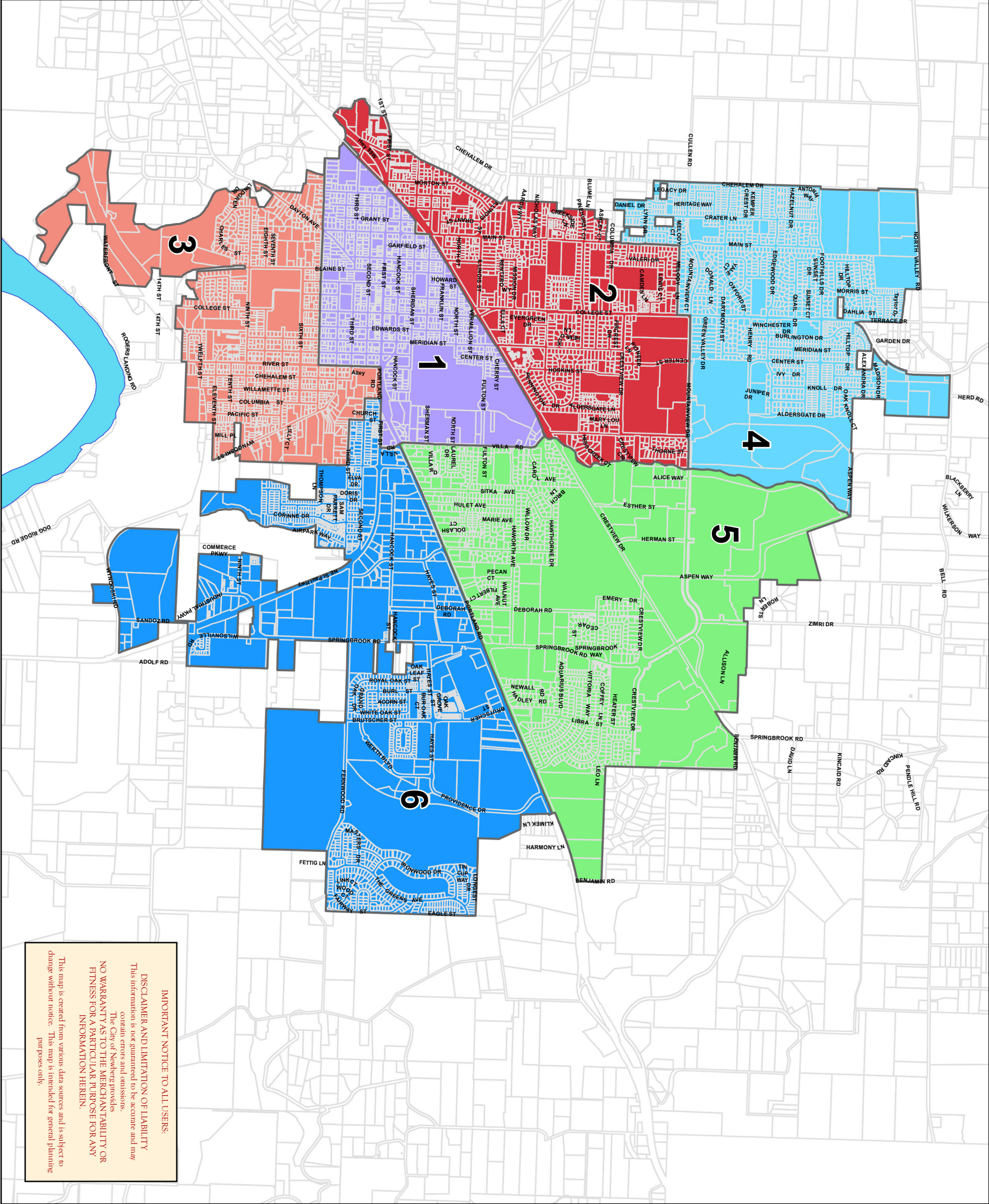
City Council District Map

City of Newberg, Oregon

2018



Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601 Feet Intl
Projection: Lambert Conformal Conic
Datum: North American 1983 HARN
False Easting: 8,202,099.7375
False Northing: 0.0000
Central Meridian: -120.5000
Standard Parallel 1: 44.3333
Standard Parallel 2: 46.0000
Latitude Of Origin: 43.6667
Units: Foot
Document Path: O:\GIS\MapRequest\Sue\district map 2018.mxd
Date Saved: 2/9/2018 9:11:34 AM
Author: Keith McKinnon GIS Analyst, Corrigan Ehleredge GIS Intern



IMPORTANT NOTICE TO ALL USERS:
DISCLAIMER AND LIMITATION OF LIABILITY
This information is not guaranteed to be accurate and may contain errors and omissions.
The City of Newberg provides
NO WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE FOR ANY INFORMATION HEREIN.
This map is created from various data sources and is subject to change without notice. This map is intended for general planning purposes only.



**City Council Business Session
September 17, 2018 - 7:00 PM
Public Safety Building 401 East Third Street**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. CITY MANAGER'S REPORT

V. PUBLIC COMMENTS

(30 minutes maximum which may be extended at the mayor's discretion; an opportunity to speak for not more than five (5) minutes per speaker allowed)

VI. CONSENT CALENDAR

VI.a Resolution 2018-3497 Authorizing the Mayor to execute the Oregon Public Service Plan Coverage Agreement (PERS)

[Resolution 2018-3497 Authorizing Mayor to execute PERS Agreement.doc](#)

[PERS City of Newberg Plan Coverage Agreement 2018 - Exhibit A.pdf](#)

VI.b RCA Council Minutes for 8/20/18

[RCA Council Minutes August 20, 2018](#)

VII. NEW BUSINESS

VII.a District 1 Councilor Appointment

[RCA District 1 Vacancy Appointment](#)

VII.b Resolution 2018-3500, A Resolution waiving, denying or partially waiving building permit fees for a hobby shop at 915 S Chehalem Street

[RCA Resolution 2018-3500 Building Fee Waiver 915 S Chehalem Street.doc](#)

[Attachment 1 - Letter Building Fee Waiver 915 S Chehalem Street and Application.pdf](#)

VII.c Garbage Franchise

[RCA Garbage Franchise](#)

[Ordinance 2012-2756](#)

VIII. 8:00 PM - 15 MINUTE RECESS

IX. COUNCIL BUSINESS

X. EXECUTIVE SESSION PURSUANT TO ORS 192.660 (2) E REAL PROPERTY TRANSACTIONS

XI. CONTINUED BUSINESS

- XI.a Continued discussion of Council Rules Subcommittee recommendations for rules revisions (discussion time not to exceed one hour).

XII. ADJOURNMENT

COMMENTS

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

ADA STATEMENT

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

ORDER

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

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 17, 2018

Order. No.	Ordinance No.	Resolution 2018-3497 No. 2018-3497	Motion	Information
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SUBJECT: Resolution 2018-3497 - Authorizing the Mayor to execute the Oregon Public Employees Retirement System (PERS) Coverage Agreement for “newly hired” AFSCME Local 1569 Employees as of January 1, 2018

Contact Person (Preparer) for this Motion: Anna Lee, HR Director
Dept.: Human Resources Dept.
File No:

RECOMMENDATION:

Adopt **Resolution No. 2018-3497** approving the updated City of Newberg and the Oregon Public Employees Retirement System (PERS) Coverage Agreement.

EXECUTIVE SUMMARY:

The City of Newberg and AFSCME Local 1569 have entered into a contract that agrees:

Employees hired before January 1, 2018 are enrolled in the Newberg Employees Retirement Plan (NERPS).

Employees hired on or after January 1, 2018 will be enrolled in the Oregon Public Employees Retirement System (PERS).

FISCAL IMPACT:

The fiscal impact of this request, is an approximate City funds savings of approximately \$7,000 per year for each employee enrolled.

STRATEGIC ASSESSMENT:

The move to the Oregon Public Employees Retirement System (PERS) for AFSCME Represented employees hired on or after January 1, 2018, will support the long term financial goals of the City of Newberg by creating a consistent retirement plan for all employees.



RESOLUTION No. 2018-3497

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE OREGON PUBLIC SERVICE RETIREMENT PLAN COVERAGE AGREEMENT FOR PARTICIPATION IN THE PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) FOR ALL AFSCME LOCAL 1569 EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2018

RECITALS:

1. City staff has negotiated with the AFSCME Local 1569 Association representatives for the new contract period January 1, 2018, through December 31, 2020. The Union has agreed that all “newly hired” employees of the Union will be enrolled in the Public Employees Retirement System (PERS) as of January 1, 2018.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The City Council authorizes the Mayor to execute the Oregon Public Employees Retirement Plan (PERS) Coverage Agreement, attached as Exhibit A, for adding to the participation in the Public Employees Retirement System (PERS) for all eligible AFSCME Local 1569 employees hired on or after January 1, 2018.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: _____, 2018.

ADOPTED by the City Council of the City of Newberg, Oregon, this ____ day of _____, 2018.

Sue Ryan, City Recorder

ATTEST by the Mayor this _____ day of _____, 2018.

Bob Andrews, Mayor

Exhibit A

Oregon Public Service Retirement Plan Coverage Agreement

This agreement is made between the State of Oregon by and through the PUBLIC EMPLOYEES RETIREMENT BOARD (hereinafter referred to as "the Board") on behalf of the PUBLIC EMPLOYEES RETIREMENT SYSTEM (hereinafter referred to as "PERS") and CITY OF NEWBERG (hereinafter referred to as "the City") for the purpose of establishing new employer coverage for City employees represented by AFSCME Local 1569, pursuant to ORS 238A.070 and ORS 238A.025.

WHEREAS, effective June 21, 1993, the City and PERS entered an agreement pursuant to *former* ORS 237.031, in which the City agreed to participate in PERS with respect to any person employed by the City in a position classified as a department head, middle manager, or technical position ("the 1993 Agreement");

WHEREAS, effective July 1, 1994, the City and PERS entered an agreement pursuant to *former* ORS 237.031, in which the City agreed to participate in PERS with respect to any person employed by the City in a position classified as "police service" ("the 1994 Agreement");

WHEREAS, effective August 1, 2016, the City and PERS entered an agreement in which the City agreed to participate in PERS with respect to all eligible non-represented employees hired on or after August 1, 2016 ("the 2016 Agreement");

WHEREAS, the 2016 Agreement provided that that the City would provide the "unused sick leave benefit" available under ORS 238.350 to members of PERS entitled to benefits under ORS chapter 238;

WHEREAS, the 2016 Agreement provided that the City would participate in the State and Local Government Rate Pool with respect to its contributions for members of PERS entitled to benefits under ORS 238; and

WHEREAS, the City's staff negotiated with AFSCME Local 1569 Association representatives for a new collective bargaining agreement for the period from January 1, 2018 through December 31, 2020 ("the CBA"), under which represented employees hired on or after January 1, 2018 would be enrolled in PERS and would contribute to their retirement by paying the six percent (6%) employee contribution, directly out of their paychecks into the retirement plan as a pretax contribution per IRS Code 414(h);

WHEREAS, on February 20, 2018, the City adopted Resolution 2018-3437 by which the City approved the CBA, which is attached to the Resolution as Exhibit A;

WHEREAS, on February 20, 2018, the City entered into the CBA by which the City agreed to participate in PERS for "all eligible employees represented by AFSCME Local 1569 hired on or after January 1, 2018;"

THEREFORE, the parties agree that:

- (1) As used in this agreement, the term “Eligible City Employee” shall mean any City employee who is represented by AFSCME and is hired on or after January 1, 2018 and is employed by the City on or after the effective date of this agreement, and is either an “employee” as that term is defined in ORS 238.005(8) or an “eligible employee” as that term is defined in ORS 238A.005(4).
- (2) As of the effective date of this agreement, the City elects to participate in the Public Employees Retirement System (“PERS”), which consists of ORS chapter 238 and the Oregon Public Service Retirement Plan Pension Program (“OPSRP Pension Program”) and Individual Account Program (“IAP”) in ORS chapter 238A. The City understands and agrees that its election to participate in PERS is irrevocable.
- (3) The City shall provide coverage to its Eligible City Employees as follows:
 - (a) For those Eligible City Employees who establish membership in the OPSRP Pension Program under ORS 238A.100 and any related administrative rules promulgated by the Board, the City shall provide coverage in the OPSRP Pension Program.
 - (b) For those Eligible City Employees who establish membership in the Individual Account Program under ORS 238A.300 and ORS 238A.305 and any related administrative rules promulgated by the Board, the City shall provide coverage in the Individual Account Program.
 - (c) For those Eligible City Employees who have established membership in PERS under ORS 238.015 and ORS 238A.025(4) and any related administrative rules promulgated by the Board, the City shall provide coverage under ORS chapter 238.
 - (d) No Eligible City Employee shall receive retirement credit or any other benefit under ORS chapters 238 or 238A for service performed for the City prior to the effective date of this agreement.
- (4) The City understands that the Oregon Legislature may in the future amend ORS chapters 237, 238 and 238A. The City also understands that the Board may amend its administrative rules promulgated pursuant to those statutes. The City agrees to comply with the statutes and rules governing those programs, including any additions or amendments to those statutes and rules.
- (5) The City has the following initial employer contribution rates. The City understands that employer contribution rates are subject to change based on periodic actuarial valuations or as directed by the Board pursuant to ORS 238.225 and ORS 238A.220, and the City agrees that the Board may change those contribution rates without amending this agreement.

- (a) For Eligible City Employees who establish membership in the OPSRP Pension Program, the initial employer contribution rate shall be 10.02 percent of salary for employees who are classified as general service and 14.79 percent of salary for employees who are classified as police officers or firefighters. For purposes of this subsection, "salary" is defined in ORS 238A.005.
- (b) For Eligible City Employees who have established membership in PERS under ORS 238.015 and ORS 238A.025(4), if any, the City shall have the initial employer contribution rate of 20.32 percent of salary. For purposes of this subsection, "salary" is defined in ORS 238.005(26).
- (6) The City understands that Eligible City Employees who establish membership in the IAP are required by ORS 238A.330 to contribute six percent of their salaries to the IAP. In accordance with Resolution 2018-3437 and the terms of the CBA, the City hereby agrees to pay those IAP contributions on behalf of Eligible City Employees and reduce employee compensation in order to generate the funds needed to make those contributions, under ORS 238A.335(2)(a). If the City changes the manner in which IAP contributions are to be paid in the future, such a change shall be effective with respect to employee contributions made on and after the date that the Board receives adequate written notification of the change. For purposes of this section, "salary" is defined in ORS 238A.005(17).
- (7) The City currently participates in the unused sick leave benefit program available under ORS 238.350 to members of PERS entitled to benefits under ORS chapter 238. Nothing in this coverage agreement affects that participation status.
- (8) The City currently participates in the State & Local Government Rate Pool. Nothing in this coverage agreement affects that participation status.
- (9) The City understands and agrees that once this agreement is in effect the City must continue to provide coverage under the OPSRP Pension Program and ORS chapter 238 for all Eligible City Employees. In the event that the City at any time does not employ any Eligible City Employees, the City shall still be required to make contributions necessary to fund any unfunded liability for benefits under the OPSRP Pension Program and ORS chapter 238, as determined by the Board. These obligations shall be binding on the successors and assignees of the City.
- (10) The City warrants that it is a "public employer" as defined by ORS 238.005(21), and a governmental agency or instrumentality as defined in Internal Revenue Code §414(d). If at any time the City for any reason fails to meet the definition of ORS 238.005(21) or IRC §414(d), the City's participation in PERS shall terminate as of that date. In the event of any termination the City shall continue to make contributions necessary to fund any unfunded liability for benefits under the OPSRP Pension Program and ORS chapter 238, as determined by the Board.
- (11) By virtue of this coverage agreement, neither the Board nor PERS assumes any contractual obligations of the City toward any employee, other than the responsibility to

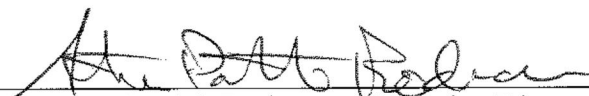
administer benefits funded by the City as specifically provided for in this coverage agreement.

- (12) The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, or if any part of this agreement conflicts with any law, the validity of the remaining terms and provisions shall not be affected, and rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
- (13) In addition to the provisions of this agreement, ORS chapters 237, 238, and 238A and all administrative rules promulgated by the Board apply to the City and all Eligible City Employees. If a provision of this agreement conflicts with any provision of ORS chapters 237, 238, or 238A, or with any administrative rules promulgated by the Board, the statute or rule shall govern.
- (14) This agreement is effective **June 1, 2018**, but shall have no effect until the agreement has been approved and signed by the City and by the Board.

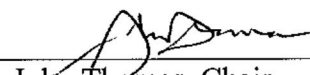
For City of Newberg this _____ day of _____, 2018.

By _____
Bob Andrews, Mayor
City of Newberg

For the Oregon Public Employees Retirement System this 31st day of May, 2018.

By 
Steven Patrick Rodeman, Executive Director
Oregon Public Employees Retirement System

For the Oregon Public Employees Retirement Board this 31st day of May, 2018.

By 
John Thomas, Chair
Oregon Public Employees Retirement Board

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 17, 2018

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

SUBJECT: Council Minutes

**Contact Person (Preparer) for this
Motion: Sue Ryan
Dept.: City Recorder**

RECOMMENDATION: Approve Council Minutes for August 20th, 2018.

NEWBERG CITY COUNCIL MINUTES
REGULAR SESSION
August 20, 2018, 7:00 PM
PUBLIC SAFETY BUILDING (401 E. THIRD STREET)

A work session was held at 6:00 p.m. preceding the meeting. Present were Mayor Andrews, Councilors Patrick Johnson, Scott Essin, Denise Bacon, and Stephen McKinney. Councilor Corey was absent. District 1 Council seat is currently vacant. Staff present were City Manager Joe Hannan, City Recorder Sue Ryan, Community Development Director Doug Rux, Public Works Director Jay Harris, and Community Engagement Specialist Rosa Olivares.

Mayor Andrews discussed a correction to the minutes of July 2 and July 16. Councilor Johnson was listed twice in the attendance.

Community Visioning Project: CDD Rux said tonight the project was spurred by Council Goal 12 and the Communication Plan. The University of Oregon RARE program would send a student in September who would be the Community Visioning Coordinator. Assistant Planner Owens and other City staff would also be assisting in this process. There would be open communication and feedback loops with the community. Project phases included: Creating a snapshot of the community, Identifying the community issues, and Core values. There would be an ad hoc committee, community forums, town halls, and outreach strategy. The work would result in a Vision Action Plan. There would need to be partners to implement the actions. There was discussion on getting different people involved including kids.

The responsibilities of the Community Visioning Coordinator would oversee 25 stakeholder interviews, three discussion groups, community profile research, Community Core participants' recruitment, a website, social media tools, and fact sheets, a logo and branding, a Communications Plan, and planning team meetings. The next phase would include community forums, Community Core would be involved, and there would be more planning team meetings. Phase 3 would be taking all of the ideas and creating goals with strategies and actions. This phase required a lot of wordsmithing and pulling in organizations to discuss what was doable. There would also be community forums to get feedback on the goals, strategies, and actions. A document would be created with all of these goals, strategies, and actions as well as supporting partners and horizon timelines. This would be a living document that every five years would be refreshed.

There was discussion on community involvement including faith based organizations, presuppositions of the process, County involvement, costs, priorities, scope, and how it would work. Mayor Andrews asked for suggestions for members of the community that could be on the ad hoc committee. He wanted to make sure in the visioning process that there was an understanding of the basic core functions of city government as opposed to what other organization provided. CDD Rux said the ad hoc committee appointments would come to Council in October for approval.

Councilor Johnson was going to reach out to the Traffic Safety Commission about traffic and safety issues in northern Newberg. Councilor Bacon said on September 26th, Nurturing Newberg would be hosting a Creating Community Well-Being workshop. Councilor Essin suggested reviewing the Council Goals and discussing what was realistic.

CALL MEETING TO ORDER

Mayor Andrews called the business session to order at 7:10 p.m.

ROLL CALL

Members Present:	Mayor Bob Andrews	Denise Bacon	Stephen McKinney
	Patrick Johnson	Scott Essin	

10

Members Absent: Mike Corey

**District 1 Council Seat vacant*

Staff Present: Joe Hannan, City Manager Truman Stone, City Attorney
Sue Ryan, City Recorder Doug Rux, Community Development Director
Keshia Owens, Assistant Planner Matt Zook, Finance Director
Rosa Olivares, Community Engagement Specialist

PLEDGE OF ALLEGIANCE: The Pledge of Allegiance was performed.

PRESENTATIONS: Resolution 2018-3436: CDD Development Director Rux said this resolution would establish a tourism marketing organization. In 2016 the Transient Lodging Tax ad hoc committee was created to make recommendations on grant programs, and for a permanent organizational structure. The committee had a proposal for establishing a Tourism Marketing Organization. This would put grant programs on hold and redirect the focus to marketing. It would also change the contract the City had with the Chamber of Commerce. He explained what would need to be done to establish the new organization. There was discussion regarding TLT funding.

Dennis Lewis, TLT Committee Chair, discussed extra revenues that might be available. One opportunity was doing what the City of McMinnville did, which was increased their tax base for lodging and earmarked one hundred percent of the funds for marketing. They had been in conversation with the City of Dundee about a mutual marketing program. Any funds that were garnered from the state, they would like to make sure were dedicated to marketing. He asked if there were any questions on the proposal.

Shannon Buckmaster, Chehalem Valley Chamber of Commerce, stated the business plan before the Council had the full support of the Chamber. It was in the best interest of regional tourism. Rob Felton, Marketing Subcommittee Chair, said a group of volunteers found it difficult to implement a significant marketing strategy. Having a person in place to focus on this would be helpful. Mr. Lewis said their charge was to initially define what the TLT funds could do for the community. They realized that it was a difficult job for volunteers to do. Other communities found resources above the net proceeds from local hotels. There needed to be someone who could go after grants. Adding revenue would be important to the organization's success.

Ms. Buckmaster said the organization would include checks and balances. There would be an executive director who would answer to a board of directors whom would answer to the City. If approved, they would bring back a proposal for the board of directors, and executive director details. Rob Felton said Council would appoint the board.

There was discussion on the process, and the budget. CDD Rux said this proposal would have funds return to the City from the Chamber. The organization would start out with \$353,000 to hire an executive director, contract with the Chamber to provide admin support, and for tourism marketing. Looking forward in time based on a 3% increase, that number would grow for the marketing organization. Looking back in time, they had projected about \$300,000 in the TLT fund for grants. Not all of the grant money had been spent and it was rolled over into the next year's budget. This did not include any additional hotels that came to the City. It was changing from grant funds to using money for tourism marketing.

MOTION: Bacon/Johnson moved to approve Resolution 2018-3436, A Resolution identifying the City Council intent to establish a Tourism Marketing Organization. Motion carried (5 Yes/0 No/1 absent [Corey] *District 1 Vacant).

CITY MANAGER'S REPORT: CM Hannan reported on his activities: Meet & greet with new County Housing Authority Director and Finance Director, Meeting with plastic bag ban advocates, Attending the

11

County/Cities Dinner, and Police Academy graduation, Meeting with a hotel developer, Discussing a conceptual plan for Main Street triangle development, Discussing reimagining the Oregon Historical Pageant, City staff meetings, and reviewing Council Goals. There was discussion on the West Rock former mill site.

COUNCIL APPOINTMENTS:

MOTION: Bacon/Johnson moved to approve the Mayor's appointment of Zach Pelz to the Planning Commission for a term effective immediately to December 31, 2019; and David Bonn to the Budget Committee for a term effective immediately to December 31, 2020. Motion carried (5 Yes/0 No/1 Absent [Corey] *District 1 Vacant).

PUBLIC COMMENTS: None

CONSENT CALENDAR:

MOTION: Bacon/Johnson moved to approve the Consent Calendar including the request for \$10,000 from the Transient Lodging Tax Fund for the "Wake up in Wine Country" advertising campaign match for the Travel Oregon grant; Resolution 2018-3496, A Resolution approving the updated repayment schedule for Oregon Department of Environmental Quality (DEQ) Loan #R68822; and Council Minutes as amended for July 2nd and 16th, 2018. Motion carried (5 Yes/0 No/1 absent [Corey] *District 1 Vacant).

PUBLIC HEARINGS: Ordinance 2018-2839, Illinois Street Rezoning: Mayor Andrews opened the public hearing and called for any abstentions, bias, ex-parte contacts, conflicts of interest, or objections to jurisdiction. There were none. CA Stone read the hearing announcements.

Assistant Planner Owens gave the staff report. This was a request for a Comprehensive Plan Map and Zoning Map amendment at 501 and 507 E Illinois Street. The Comprehensive Plan Map was proposed to be changed from MDR to HDR with the zoning designation proposed to go from R-2 to R-3. She reviewed the approval criteria. If the zone change was approved, the City would still lack 35 acres of HDR land and would continue to have a deficit of MDR land of 46 acres. The proposed site had existing water, and stormwater facilities to serve the maximum density of the proposed R-3 zone. The site fronted E Illinois Street, which was a major collector street, and the site was within a third of a mile of Newberg's central business district and public transit. Residents of the proposed high density housing could walk or bike to commercial areas and schools. The proposed zoning amendment would result in a small traffic increase. Citizens had the opportunity to comment on this project at a neighborhood meeting, a previous Planning Commission meeting, and tonight's Council meeting. The proposed change would move the City closer to meeting its multi-family housing deficit. The site was not near any agricultural or forested lands. The multi-family homes might have less impact to surrounding resources. The site was near a park, and not affect the Willamette River greenway. The proposal was consistent with many goals and policies of the Comprehensive Plan. Staff recommended approval of the ordinance.

Applicant: Mimi Doukas, AKS Engineering, represented the applicant. She said this was a long-range land planning effort by the property owners. The site was currently an aging mobile home park. There were no immediate plans to redevelop it. There were existing tenants and the owners were sensitive to that fact. There were protections tenants per State law notice length and relocation costs. The applicant would adhere to them. The property could be redeveloped now, but the request was for the property's best use. There was a housing shortage in the City for both Medium and High Density residential land. By to high density residential, it was the most efficient use of the land. They would still be providing rentals but with additional capacity. This property met location requirements for multi-family as it was well located, flat, and near to services.

Councilor Johnson was concerned about on Illinois Street intersections. He asked about the challenges of adding more traffic volume and how it would impact the surrounding area. Ms. Doukas said before Design Review application a traffic impact analysis would be required. They wanted to make sure it was a viable long-term project. They looked at the intersections and solutions. The intersection at Illinois and Main streets could

be signalized as a long-term solution. This would draw trips away from the eastern intersection. There were access restrictions with the railroad, and existing driveways to the east. There would be better improvement for the money on the western intersection.

CA Stone corrected the typo on Exhibit A. It should be Ordinance 2839, not 2838.

Opponents: Brenda Dodson was a mobile home park tenant. She had been sick ever since she heard about this change and the possibility of losing her home. There were current traffic, speeding problems, and trucks parking on the side of Illinois Street. There were no places to live in Newberg. Low income housing already had waiting lists. She and her sister were senior citizens, and both low income. They would lose thousands on what they would get for their homes. They could not move homes due to their age. Some of the homes had been remodeled, and people put money into their trailers. She was opposed the zone change.

Councilor McKinney asked how many residents were in the park. Ms. Dodson stated there were 48 residents, 25 trailers, and by law the property owners would have to give them \$5,000 for a single and \$7,000 for a double trailer.

Pat Haight said most of the residents were disabled. There wasn't any place to live or move to. There was a trailer park in Portland, 180 trailers and none for rent. The Council should not approve this until they had more discussion about it. She was concerned they would end up living in tents. They were going to be joining the homeless if this was approved. She discussed Illinois Street truck safety issues.

Christine Mulholland was the regional manager for WGP Property Management. She read a brief statement on for the company's owner. They had no opinion on the application, and respected the applicant's property rights for requesting a zone change. They wanted to let the current owner know that they would be interested in purchasing and operating this site as a mobile home park long term.

Undecided: Rick Rogers said the City had a 35 acre deficit of High Density property, but most of the City's affordable housing was in mobile home parks. This was a good location for high density, and for a mobile home park. If they started rezoning the manufactured home parks in the City, it would displace these residents. The problem was tenants paid \$480 for space rent, and owned their trailers. They would not be able to find another place for \$480. He did not think they should redevelop mobile home parks often. He proposed adding a provision to give the residents a way to live affordably in the apartments. He proposed the City should add Municipal Code protections for manufactured home parks.

Proponent: Doug Peterson was the property owner. They were community members, not developers. They purchased the property 12 years ago when the infrastructure was 60 years old. At some point this would cease to be a park. He explained the challenges of the mobile homes. It was his intention to look at the affordable housing option, but it could only be done as high density zoning. With medium density it was not possible financially. They came up with a 3-5 year plan to give everyone time, and to help the residents move. They were working with tenants, but this park was old and sooner or later it would cease to exist as a park.

Mayor Andrews closed the public hearing. CA Stone read the hearing statement. The applicant waived the additional time period for further written testimony.

MOTION: **Bacon** moved to waive the second reading of the ordinance. Motion died for lack of a second. The second reading would be moved to the next Council meeting.

2nd reading for River Street – Ordinance 2018-2838: Mayor Andrews asked if any additional written testimony had been received. City Recorder Ryan confirmed no. CDD Rux confirmed no additional time had been requested by the applicant. CA Stone read the hearing script.

MOTION: Bacon/McKinney moved to approve Ordinance 2018-2838, An Ordinance amending the Comprehensive Plan Map designation from Medium Density Residential (MDR) to High Density Residential (HDR) and amending the zoning designation from R-2 (Medium Density Residential) to R-3 (High Density Residential) for a property located at 1109 S. River Street, Yamhill County Tax Lot 3220CC-05400 to be read by title only. Motion carried (5 Yes/0 No/1 Absent [Corey] *District 1 Vacant).

There was a brief recess.

NEW BUSINESS: Long Range Financial Plan Discussion: CM Hannan said tonight was to answer questions from the July meeting, and to get Council's feedback. Council Goal #5 was still the focus. He explained how some of the money budgeted did not get spent, which skewed the numbers. Finance Director Zook described the property tax charts. CM Hannan said the net cost of public safety was \$7.5 million. Total taxes collected in 2018-19 was \$4.7 million. Alternatives looked at revenues first, and taking that to the voters. If it was not passed by the voters, then he would look at cutting services. FD Zook explained the options for raising the property tax or Public Safety Fee. CM Hannan thought this would be enough to raise the \$1.4 million needed, and they would not have to ask for additional funds in the future.

There was discussion on the impact of PERS increases and average assessed values of property.

CM Hannan clarified growth would not get the City out of this structural deficit. He requested a WCCCA analysis for contracting out dispatch services, but it was not complete. They were just reconciling the budget. Proposed public outreach and education process would mirror what was done for the TVF&R annexation. Councilor Essin confirmed with the extra property tax or Public Safety Fee, they could keep the current dispatch service. CM Hannan said that was correct.

There was discussion on some of the outreach options not being low cost, and the idea of making the library a separate entity. On process, they discussed waiting until January to consider the proposal when new Councilors were seated. There was discussion about competition on the May ballot for other measures.

Mayor Andrews said defer the decision until the new Council was seated. Councilor Johnson agreed. He did not think they were ready as the numbers did not match. They could not say they didn't spend all their money then say they had a deficit. He thought it was disingenuous to say if they did not get the money they would cut police. All department costs should be displayed and discussed. If they were going to make the case to the voters it had to be easier to understand. He was concerned about the aggressive timeline.

Councilor Bacon agreed with Councilor Johnson. She said using the police as scapegoats didn't work, and the scale didn't balance. She disagreed about putting off the decision. Leaving it to the new Council was not fair because it would take them a long time to understand the issues. The numbers needed to be right, and they needed to quit blaming it on the Police Department.

CM Hannan said the reason the Police Department was used was because the priority of city government was public safety. If public safety was the priority and there was a shortfall, he thought there was room to ask for more money. Councilor McKinney did not think the decision could be left for the new Council. They needed to better educate citizens so they could make the best decision possible. CM Hannan said this could be placed on the November (2019) ballot as well.

Councilor Johnson did not think they should give citizens a false choice, or make the Council decide what department would be cut. There needed to be clean choices that were easy to educate the public on. He thought the new Council would have the time to take this on and they would inherit it no matter what.

Councilor Essin pointed out the City did not have to have an election if they just raised the Public Safety Fee. Mayor Andrews thought the next time they discussed this it should be at a special meeting.

COUNCIL BUSINESS:

Microphone technique reminder – CR Ryan reminded the Council how to use the microphones properly so everyone could hear them. Villa Road ribbon cutting: Invitation from Engineering to attend the opening of the road on August 31.

EXECUTIVE SESSION pursuant to ORS 192.660 (2) E Real Property Transactions

Start: 10:17 p.m.

Stop: 10:47 p.m.

Staff: City Manager Joe Hannan, City Attorney Truman Stone, Community Development Director Doug Rux

Topic: Second Street Parking Lot

ADJOURNMENT: The meeting was adjourned at 10:47 p.m.

ADOPTED by the Newberg City Council this day of September 17th, 2018.

Sue Ryan, City Recorder

ATTESTED by the Mayor this 20th day of September, 2018.

Bob Andrews, Mayor

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 17, 2018

Order ____	Ordinance ____	Resolution ____	Motion ____X	Information ____
No.	No.	No.		

SUBJECT: Appointment of District 1 Councilor

**Contact Person (Preparer) for this
Motion: Sue Ryan, City Recorder
Dept.: City Manager**

RECOMMENDATION:

Motion: To appoint _____ Name _____ to fill the District 1 seat on the Newberg City Council for a term ending December 31st, 2020, and be sworn in at the October 1st, 2018 City Council Work Session.

EXECUTIVE SUMMARY:

Interviews of Candidates Elise Yarnell Hollamon, and Buddy Cook were held during Work Session to fill the vacancy in the District 1 City Council position.

If the Council so chooses, the appointment can be made this evening with the new Councilor to be sworn in on October 1st, 2018. This would allow staff time to conduct councilor orientation and bring the new Councilor onboard with the City. If not, staff would need direction from City Council on when to schedule the appointment on their Forward Looking Calendar.

STRATEGIC ASSESSMENT:

The council sets policy and direction for the City. It is critical for the City Council to have a full complement of its membership in order to carry on the business of the City. The selection of the most qualified candidate to fulfill the District No. 1 vacant position is important to ensure the citizens within its boundaries are fairly represented.

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 17, 2018

Order ____ No.	Ordinance ____ No.	Resolution <u>XX</u> No.2018-3500	Motion ____	Information ____
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SUBJECT: A Resolution waiving, denying or partially waiving building permit fees for a hobby shop at 915 S Chehalem Street

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

RECOMMENDATION:

City Council consider the building fees waiver request and adopt a resolution either approving the waiver request, denying the waiver request, or partially waiving building permit fees.

EXECUTIVE SUMMARY:

On August 16, 2018 Mr. Kent Roberts submitted to the Community Development Department, Building Division, a request to waive fees for a proposed hobby shop to be constructed at 915 S Chehalem Street. Community Development Director Doug Rux spoke with Mr. Roberts and informed him that the Building Official and the Community Development Director did not have the authority to approve such a waiver and that a written request would need to be submitted and taken before the City Council for its consideration.

Newberg Municipal Code (NMC) outlines the process for a building fees waiver request. Specifically, Chapter 14.05 BUILDING CODE, Article V. Fees, 14.05.280 Fee refunds and waivers, E. Requests for waiver of all other permit fees shall be forwarded to the city council.

Chapter 14.05 BUILDING CODE, Article V. Fees, 14.05.280 Fee refunds and waivers, has additional provisions on refunding fees.

B. The building official may authorize refunding of the permit fees paid as required by this code when no work has been begun under a permit issued in accordance with this code. Permit fee refunds shall not exceed the amount set forth by resolution of the city council.

C. The building official may authorize a refund of plan review fees paid as required under this code if an application for a plan review permit is withdrawn or canceled before any plan review is conducted. Plan review fee refunds shall not exceed the amount set forth by resolution of the city council.

D. The building official shall not authorize refunding of any fee paid except on written application filed by the original permit holder not later than 180 days after date of fee payment.

F. A \$20.00 processing fee shall be charged on all refunds authorized under this code.

Attachment 1 is Mr. Roberts written request and justification for the fee waiver.

FISCAL IMPACT:

The estimated impact on Fund 8 Building Fund is \$318.34 for the plan review fee and \$692.96 for the building fees (Community Development Fee - \$299.71, Technology Fee - \$18.73, and Structural Permit Fee

- \$374.52). The State Surcharge Fee of \$44.94 cannot be waived or reduced. The adopted budgeted revenue for building permits for FY 2018-2019 is \$465,822. Mr. Roberts fee waiver request is .0015% of the budgeted revenue.

Mr. Roberts has paid the plan review fee of \$318.34. If City Council was to approve the waiver request the \$318.34 would be refunded per Chapter 14.05 BUILDING CODE, Article V. Fees.

STRATEGIC ASSESSMENT (RELATE TO COUNCIL PRIORITIES FROM SEPTEMBER 2017):

Not applicable.

Attachment 1 – Mr. Roberts Waiver Request and Building Permit Application



RESOLUTION No. 2018-3500

**A RESOLUTION APPROVING A BUILDING FEES WAIVER FOR A HOBBY
SHOP AT 915 S CHEHALEM STREET**

RECITALS:

1. Newberg Municipal Code (NMC) outlines the process for a building fees waiver request. Chapter 14.05 BUILDING CODE, Article V. Fees, 14.05.280 Fee refunds and waivers, E. Requests for waiver of all other permit fees shall be forwarded to the city council.
2. On August 16, 2018 Mr. Kent Roberts submitted to the Community Development Department, Building Division, a request to waiver fees for a proposed hobby shop to be constructed at 915 S Chehalem Street.
3. The City Council reviewed the request on September 17, 2018 whether to waive, not waive or reduce the building fees.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The building fees for a hobby shop located at 915 S Chehalem Street are hereby waived in the estimated amount of \$1,011.30, with the final amount to be determined at the time of building permit issuance.
2. The plan review fee of \$318.34 already paid shall be refunded.
3. The State Surcharge Fee estimated at \$44.94 shall be paid.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: September 18, 2018.

ADOPTED by the City Council of the City of Newberg, Oregon, this 17th day of September, 2018.

Sue Ryan, City Recorder

ATTEST by the Mayor this 20th day of September, 2018.

Bob Andrews, Mayor



RESOLUTION No. 2018-3500

A RESOLUTION DENYING A BUILDING FEES WAIVER FOR A HOBBY SHOP AT 915 S CHEHALEM STREET

RECITALS:

1. Newberg Municipal Code (NMC) outlines the process for a building fees waiver request. Chapter 14.05 BUILDING CODE, Article V. Fees, 14.05.280 Fee refunds and waivers, E. Requests for waiver of all other permit fees shall be forwarded to the city council.
2. On August 16, 2018 Mr. Kent Roberts submitted to the Community Development Department, Building Division, a request to waiver fees for a proposed hobby shop to be constructed at 915 S Chehalem Street.
3. The City Council reviewed the request on September 17, 2018 whether to waive, not waive or reduce the building fees.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The building fees for a hobby shop located at 915 S Chehalem Street are hereby not waived in the estimated amount of \$1,011.30.
2. The plan review fee of \$318.34 already paid shall not be refunded unless applicable Newberg Municipal Code, section 14.05.280 Fee refunds and waivers, subsections C, D and F apply.
3. The State Surcharge Fee estimated at \$44.94 shall be paid.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: September 18, 2018.

ADOPTED by the City Council of the City of Newberg, Oregon, this 17th day of September, 2018.

Sue Ryan, City Recorder

ATTEST by the Mayor this 20th day of September, 2018.

Bob Andrews, Mayor



RESOLUTION No. 2018-3500

**A RESOLUTION PARTIALLY APPROVING A BUILDING FEES WAIVER
FOR A HOBBY SHOP AT 915 S CHEHALEM STREET**

RECITALS:

1. Newberg Municipal Code (NMC) outlines the process for a building fees waiver request. Chapter 14.05 BUILDING CODE, Article V. Fees, 14.05.280 Fee refunds and waivers, E. Requests for waiver of all other permit fees shall be forwarded to the city council.
2. On August 16, 2018 Mr. Kent Roberts submitted to the Community Development Department, Building Division, a request to waiver fees for a proposed hobby shop to be constructed at 915 S Chehalem Street.
3. The City Council reviewed the request on September 17, 2018 whether to waive, not waive or reduce the building fees.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

1. The building fees for a hobby shop located at 915 S Chehalem Street are hereby partially waived in the amount of \$_____.
2. The State Surcharge Fee estimated at \$44.94 shall be paid.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: September 18, 2018.

ADOPTED by the City Council of the City of Newberg, Oregon, this 17th day of September, 2018.

Sue Ryan, City Recorder

ATTEST by the Mayor this 20th day of September, 2018.

Bob Andrews, Mayor

Aug 16 2018

Newberg City Council:

Request to waive fees for Hobby

Building: \$318.34 and appx \$750.00

I Am a decorated Vet of A foreign
war

60% disabled service connected

Purple heart - vietnam

High school buddy contributing
materials

2 carpenters donating time

must complete before possible
knee replacement

Honorable discharge (6yrs)

Kent Roberts

Art of Robert

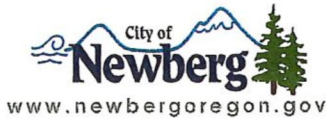
971 259 9036

Thank you

RECEIVED

AUG 16 2018

Initial: _____



BUILDING PERMIT APPLICATION City of Newberg



414 E. First Street • P.O. Box 970, Newberg, Oregon 97132 • 503.537.1240 • Fax 503.537.1272

Site Information

Site Address: 915 S Chehalis St Newberg Or
 House Sq. Ft. _____ x \$118.45 = \$ _____ / Garage Sq. Ft. \$ 830 x \$47.80 = \$ 39,960.80
 Project Name: _____ Est. Valuation: _____

☐ New ☐ Alteration | ☐ Single Family ☐ Backflow Included ☐ Multi-Family ☐ Commercial / Industrial

Project Description Hobby Shop

Owner Information

Owner Name: Kent Roberts
 Mailing Address: 915 S Chehalis St City/State/Zip: Newberg Or 97132
 Cell: 971 259 9036 Phone: Ø Email: Ø

Architect / Designer Information

Business Name: Owner Email: _____
 Mailing Address: _____ City/State/Zip: _____
 Cell / Phone: _____ Architect License: _____ Expiration Date: _____

Structural Contractor Information

Business Name: Owner Email: _____
 Mailing Address: _____ City/State/Zip: _____
 Cell / Phone: _____ CCB: _____ Expiration Date: _____

Mechanical Contractor Information

Business Name: _____ Email: _____
 Mailing Address: _____ City/State/Zip: _____
 Cell / Phone: _____ CCB: _____ Expiration Date: _____

Plumbing Contractor Information

Business Name: AUG 16 2018 Email: _____
 Mailing Address: _____ City/State/Zip: _____
 Cell / Phone: Initial: _____ CCB: _____ Expiration Date: _____
 Plumbing License: _____ Expiration Date: _____

Applicant Information

☒ Owner ☐ Architect ☐ Contractor ☐ Other - complete form below*
 Signature: Kent Roberts Print: Kent Roberts Date: Aug 8/18
 *Business Name: _____ *Email: _____
 *Mailing Address: _____ *Cell / Phone: _____

Office Use Only—Permit #: NSTR18-0129 Cal. Valuation: _____

NSTR18-0129

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 17, 2018

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

SUBJECT: A motion to terminate the franchise agreement with Waste Management for solid waste collection and disposal at the end of the then current term (September 30, 2024).

Contact Person (Preparer) for this
Motion: Joe Hannan
Dept.: City Manager
File No.:

RECOMMENDATION:

Motions:

1. That the City Council terminate the Franchise with Waste Management of Oregon and direct the City Manager to provide written notice to Franchisee, which will terminate the agreement at the end of the then current term (September 30, 2024).

2. BACKGROUND

The collection, transportation, disposal and recycling of solid waste and recyclable materials is accomplished through franchise agreements. The City has granted exclusive franchises to haul garbage within the City since 1938. In 2009 Waste Management purchased Newberg Garbage & Recycling Service and assumed the franchise with the City.

In early 2012 Waste Management requested the franchise agreement be renegotiated, resulting in adoption of Ordinance 2012-2756 October 2012. That ordinance approved the current franchise agreement with Waste Management. Waste Management Company entered into a franchise agreement with the City in 2012 for an initial period of 7 years, but with a rolling renewal each October 1st for a new term of 7 years.

Absent action by the City, prior to October 1, 2018 this franchise will automatically renew for a term ending September 30, 2025.

Over the past two years at least one nearby garbage hauler has indicated interest in bidding on a franchise agreement. While there have been no significant complaints with Waste Management's service to residents competitive bidding has several benefits to the public including encouraging fairness, open competition, and efficiency. Nothing would prevent Waste Management from submitting a proposal to continue to provide waste collection and disposal services. Until 2024, Waste Management will continue to provide services under the franchise.

If the Council agrees to terminate the franchise, Waste Management will have provided service for 13 years under the terms of this agreement. Given the length of this franchise, it would be in the best interest of citizens to limit the length of the agreement so that a competitive bidding process can be conducted in 2024 or at a minimum, terms of the franchise with Waste Management may be renegotiated.

FISCAL IMPACT:

None at this time.

Attachments:

Ordinance 2012-2756



ORDINANCE No. 2012-2756

AN ORDINANCE REPEALING ORDINANCE NOS. 1986-2186, 1981-2056, AND 1978-1909; AND ADOPTING AND GRANTING AN EXCLUSIVE SOLID WASTE FRANCHISE AGREEMENT TO WASTE MANAGEMENT OF OREGON, INC. FOR THE COLLECTION, TRANSPORTATION, DISPOSAL, AND/OR RECYCLING OF SOLID WASTE AND RECYCLABLE MATERIALS GENERATED, DEPOSITED, ACCUMULATED OR OTHERWISE COMING TO EXIST WITHIN THE CITY OF NEWBERG

RECITALS:

1. Waste Management of Oregon, Inc. (WM) has requested a new, more updated solid waste and recycling services Franchise Agreement from the City of Newberg.
2. The new Franchise Agreement includes language to support the use, maintenance, and upgrading of WM's state of the art technology and equipment, which has substantially increased efficiency.
3. The Cities of Newberg and Dundee have negotiated with WM for the same Franchise Agreements, except for the franchise rates and Scope of Services due to some slightly different characteristics between the two cities.
4. The negotiations between the City and WM have been extremely friendly, successful, and have resulted in a new Franchise Agreement, which comports with the requirements of applicable laws.

THE CITY OF NEWBERG ORDAINS AS FOLLOWS:

Section 1 – Title:

This Franchise will be known and be cited as the “Solid Waste and Recycling Services Franchise with Waste Management of Oregon, Inc. (WM)”.

Section 2 – Granting of Franchise:

- A) Pursuant to the public interest, the City hereby grants to WM an exclusive and revocable authorization to make lawful the collection, transportation, disposal, and/or recycling of solid waste and recyclable materials generated, deposited, accumulated or otherwise coming to exist within the City of Newberg.
- B) This authorization is made in accordance with the applicable provisions ORS Chapter 459.

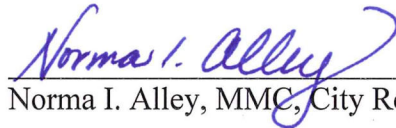
- C) The Franchise Agreement is hereby attached as Exhibit "A" and by this reference incorporated.
- D) The City agrees to the terms and conditions of the Franchise Agreement with WM. The City authorizes and directs the City Manager to sign the agreement on behalf of the City of Newberg with approval as to legal sufficiency by the City Attorney.

Section 3 – Term of Franchise:

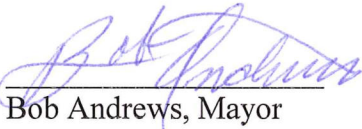
The Franchise is granted for seven (7) years commencing on October 1, 2012.

➤ **EFFECTIVE DATE** of this ordinance is 30 days after the adoption date, which is: November 14, 2012.

ADOPTED by the City Council of the City of Newberg, Oregon, this 15th day of October, 2012, by the following votes: **AYE: 7 NAY: 0 ABSENT: 0 ABSTAIN: 0**


Norma I. Alley, MMC, City Recorder

ATTEST by the Mayor this 18th day of October, 2012.


Bob Andrews, Mayor

**AN EXCLUSIVE FRANCHISE AGREEMENT
TO PROVIDE SOLID WASTE SERVICES
WITHIN THE CITY OF NEWBERG**

This EXCLUSIVE FRANCHISE AGREEMENT ("Franchise") is made and entered into between THE CITY OF NEWBERG ("City") and WASTE MANAGEMENT OF OREGON, INC. ("Franchisee"). The parties will be collectively referred to herein as the "Parties" and individually as a "Party," unless specifically identified otherwise. This Franchise will be effective upon the "Effective Date," as defined below.

RECITALS

WHEREAS the Legislature of the State of Oregon, through the enactment of Chapter 459A ORS, has declared that it is in the public interest to authorize cities and counties to provide for solid waste and recyclable material collection services by issuing exclusive franchises for such services;

WHEREAS the City of Newberg has determined that it is in the public interest of the residents and business of the City of Newberg to issue an exclusive franchise for the collection, transportation, disposal, and/or recycling of solid waste and recyclable materials generated, deposited, accumulated or otherwise coming to exist within the City;

WHEREAS the Franchisee represents and warrants to the City of Newberg that it has the necessary experience, expertise, qualifications, and resources to provide the City and its residents and businesses with safe, environmentally protective, and reliable collection, transportation, disposal, and/or recycling services;

WHEREAS the City of Newberg wishes to grant to Franchisee and Franchisee is agreeing to accept this exclusive franchise for the collection, transportation, disposal, and/or recycling of solid waste and recyclable materials generated, deposited, accumulated or otherwise coming to exist within the City;

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree, represent, and warrant as follows:

- 1. DEFINITIONS.** For the purpose of this Franchise, the following definitions will apply unless the context clearly indicates or requires a different meaning.

1.1 "Effective Date" is defined as October 1, 2012.

1.2 "City" means the City of Newberg, its Council, officials, boards, commissions, agents, and employees unless otherwise specifically designated, and the area within the present and future territorial city limits of the City of Newberg.

1.3 "Council" means the duly-elected governing legislative body of the City.

1.4 “Franchise Area” means: (i) the entire territory included within the City of Newberg limits as of the Effective Date; and (ii) such additional area as may thereafter become included with the City of Newberg limits from time to time due to annexation, incorporation, or other means but only from and after the time as Franchisee is able to provide collection services in such additional area. The City will notify the Franchisee of any such annexations or incorporations, the effective date of the incorporation/annexation, and the addresses of new customers located within the newly incorporate/annexed areas.

1.5 “Franchisee” means Waste Management of Oregon, Inc., and its successors and assigns.

1.6 “Solid Waste” means solid waste as defined in ORS 459.005, including Yard Debris, Recyclable Materials and Infectious Wastes derived from residential and commercial sources located in the Franchise Area. Notwithstanding the definition of “solid waste” in ORS 459.005, the definition of Solid Waste for purposes of this Franchise does not include those materials specifically identified herein as “Excluded Solid Waste”, unless the Parties subsequently agree in writing to include such materials within the definition of Solid Waste for purposes of this Franchise.

1.7 “Excluded Solid Wastes” means the following materials, provided, however, that the Franchisee and the City may in the future agree in writing to include any of the following materials as Solid Wastes subject to this Franchise:

Vehicles or similarly large items;

Animal manures, dead animals, and animal remains, including remains from slaughterhouses or butcher shops

Grease waste or used cooking oil;

Sewage sludge, septic tank and cesspool pumpings, or other sludge;

Infectious Waste that is not properly containerized and stored in accordance with the requirements of ORS 459.390;

Treated/de-characterized wastes;

Antifreeze;

Asbestos and asbestos-containing waste;

Light ballasts;

Petroleum contaminated soils;

Universal wastes as defined in OAR 340-113-0020(4) and 40 CFR § 273.9, including batteries, pesticides, mercury-containing equipment, and universal waste lamps as defined therein.

Other wastes which require specialized disposal or treatment under state or federal law;

Hazardous Waste (as defined herein); and

Other wastes that the Parties agree to in writing to be excluded from this Franchise.

1.8 “Infectious Waste” means biological waste, cultures and stocks, pathological waste, and sharps, as defined in ORS 459.386.

1.9 “Recyclable Materials” means any material or group of materials that is separated from other Solid Waste by the generator, and can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material. It includes, but is not limited to: newspaper, ferrous scrap metal, non-ferrous scrap metal, used motor oil, corrugated cardboard and craft

paper, container glass, aluminum, tin cans, plastic bottles, magazines, scrap paper, phone books, and other materials as may be designated by the Franchisee and the City.

1.10 “Source Separated Recyclable Materials” means any Recyclable Material that has been separated from the solid waste stream prior to collection.

1.11 “Yard Debris” means compostable materials including grass clippings, leaves, tree and shrub prunings of no greater than four (4) inches in diameter, or similar yard, garden, and landscaping vegetation. Yard debris does not include such items as dirt, sod, stumps, logs, tree and shrub prunings greater than four (4) inches in diameter, rocks, plastic, animal waste or manure, cat litter, potting soil, prepared food wastes or nonputrescible material.

1.12 “Hazardous Waste” means wastes that are defined as hazardous wastes any other radioactive, volatile, corrosive, flammable, explosive, biohazardous, or toxic waste, substance or material, as defined by or listed or characterized under applicable federal, state, or local laws or regulations, including, but not limited to the federal Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; and the Hazardous Materials Transportation Act, 49 U.S.C. §§ 6901 *et seq.*

1.13 “Gross Service Revenues” means any and all revenue or compensation actually collected by Franchisee from customers under this Franchise for the exclusive collection, transportation, processing, recycling and/or disposal of Solid Waste and Recyclable Materials within the Franchise Area, in accordance with Generally Accepted Accounting Principles (GAAP). “Gross Service Revenues” will not include revenues generated from the collection of revenues generated from the sale of Recyclable Materials or any rebates for Recyclable Materials received from the State of Oregon.

1.14 “Allowable Expenses” means those expenses incurred by the Franchisee in the performance of this Franchise, but only to the extent that such expenses are known and measurable, calculated according to GAAP on an accrual basis, and when applicable, prorated or allocated to the Franchisee’s operations within the City, do not exceed the fair market value of comparable goods or services, and are commercially reasonable and prudently incurred by the Franchisee solely in the course of performing its obligations under the Franchise. Allowable Expenses will include, but are not limited to, the following:

- (a) The costs of complying with all laws, regulations or orders applicable to the Franchise under federal, state or local law, as now or hereafter amended;
- (b) Disposal costs and any fees for processing Solid Waste, Recyclable Materials, or Yard Debris;
- (c) Labor costs, including operational and supervisory labor, payroll taxes, workers’ compensation, and benefits;
- (d) Vehicle and equipment expenses, including vehicle registration fees, motor fuel, oil, tires, rental charges and/or operating lease payments and repairs and maintenance;
- (e) Expenses of maintaining other capital assets, including rental charges and/or operating lease payments and repair and maintenance;
- (f) Performance bonds and insurance in at least the amounts and coverages required by the City;
- (g) Administrative expenses related to data processing, billing and supplies, finance and accounting, Franchise administration, human resource and labor management, rate analysis, and regulatory compliance;
- (h) Compensation paid to officers;
- (i) Utilities;

- (j) Training and worker safety expenses;
- (k) Promotion and public education costs;
- (l) Depreciation and amortization of capital assets, including any necessary stand-by or back-up equipment used on a regular and ongoing basis in the provision of services under this Franchise over standardized economic useful lives of the various assets.
- (m) Outside professional fees and costs, limited to two percentage points of revenue, unless an extraordinary circumstance exists;
- (n) Interest expense, other than interest paid with respect to route or Franchise acquisition, that is not in excess of market rates ordinarily charged for the various types of financing required for purchases or leases;
- (o) All surcharges, taxes, or fees, other than state or federal income taxes or franchise fees, which are imposed upon the Franchisee or levied by federal, state or local government in connection with Franchisee's provision of collection services under this Franchise;
- (p) Direct write-off charges for bad debts;
- (q) Franchise Fees assessed by the City; and
- (r) Any other costs or expenses reasonably incurred by Franchisee which are reasonably necessary to perform the services under this Franchise.

2. GRANTING OF FRANCHISE; TERM; RENEWAL; TERMINATION.

2.1 The City does hereby grant to Franchisee, an exclusive license and franchise (the "Franchise") for a term of SEVEN (7) years from and after the Effective Date to collect and transport all Solid Waste, including Recyclable Materials and Yard Waste, generated, deposited, accumulated or otherwise coming to exist in the Franchise Area and to charge for such services and fees as herein provided. Except as provided in Section 5 below, no other person will collect or transport any Solid Waste, including Recyclable Materials and Yard Waste, generated, deposited, accumulated or otherwise coming to exist in the Franchise Area.

2.2 This Franchise will be automatically renewed on October 1, 2013, and annually each October 1st thereafter (the "Renewal Date") for a full term of SEVEN (7) years.

2.3 City may terminate this Franchise at any time. If City elects to terminate this Franchise, City will provide written notice to Franchisee, in which case the Franchise will terminate at the end of the then current term.

3. TERMINATION OF PRIOR FRANCHISE.

Upon execution of this Franchise by City and Franchisee, the Parties agree that the existing franchise granted to Newberg Garbage Service, Inc. pursuant to Ordinance Nos. 2186, 2056, and 1909, including all amendment thereto, will be terminated and replaced by this Franchise.

4. SERVICES.

Franchisee will furnish all vehicles, labor, supervision, materials, supplies, equipment, and all other items required to collect, transport, and dispose of and/or recycle all Solid Waste, including Recyclable Materials and Yard Debris, generated or accumulated within the Franchise Area, as more fully set forth in the scope of services described in *Exhibit A* attached hereto (collectively the "Services"). Franchisee will dispose of Solid Waste at any Oregon DEQ approved, permitted and licensed site or facility of Franchisee's choosing, where such disposal is lawful. Franchisee will comply

with all laws and regulations applicable to Franchisee's operations, including federal, state, and local laws, ordinances, rules and regulations applicable to the location where Solid Waste or Recyclable Materials and Yard Debris may be transported, disposed of, or recycled hereunder.

5. EXEMPTIONS FROM FRANCHISE.

Notwithstanding the exclusivity of this Franchise granted in Section 2 above, nothing in this Franchise will prohibit other persons from collecting or transporting the following materials:

5.1 Solid Waste which is removed from any premises and personally transported by the person who generated the Solid Waste;

5.2 Source Separated Recyclable Materials that are donated by the generator to youth, civic, charitable, or other nonprofit organizations;

5.3 Beverage containers delivered for recycling under Oregon's Bottle Bill, ORS §§ 459A.700 - .740;

5.4 Construction and demolition debris that is incidentally removed for Recycling by a duly licensed construction or demolition contractor, or as part of a total service offered by such licensed company, and where the licensed company uses its own equipment and employees; and

5.5 Yard Debris removed from premises by a gardening, landscaping or tree trimming company using its own equipment and employees as an incidental part of a total service offered by the company, as opposed to a hauling service;

6. AUTHORIZED RATES.

The City expressly reserves the right to set and regulate the rates for the Services to be rendered hereunder by the Franchisee such that the rates are reasonable and in the public's interest. Franchisee will provide the Services under this Franchise for the rates set forth in the Service Rate Schedule attached hereto and incorporated herein as *Exhibit B*, as the same may be adjusted in accordance with this Section and Section 7 below. City may require changes in the Services or the addition of new services and Franchisee will comply with such changes, provided that if such changes result in increases in cost to Franchisee, Franchisee will have the right to receive a special rate adjustment pursuant to Section 7 of this Franchise.

7. REVISIONS TO AUTHORIZED RATES.

7.1 The Council may, from time to time, by resolution, revise the Service Rate Schedule, *Exhibit B*. The City or the Franchisee may request a rate revision whenever a significant change in revenue or expenses occurs or is anticipated. In the event the Franchisee requests a rate revision, the City will consider such request in good faith and will act upon the request without undue delay, but in no case later than 120 days from the date the request was made.

7.2 In determining reasonable rates, Council will consider all relevant factors, and the Parties will work in good faith to develop and adjust rates, as necessary, to allow Franchisee to earn a reasonable rate of return. Council will give due consideration to current and projected revenue and Allowable Expenses; the cost of acquiring and replacing equipment; the net cost of reuse and recycling; and such other factors as the Council deems relevant. Council may consider rates established by other jurisdictions for similar service under the same or similar service conditions. Council will provide the public opportunity to comment on a proposed rate increase as required by ORS 294.160.

7.3 Franchisee will be entitled to increase the rates and City will approve such increases sufficient to recover the increase if the City increases the Franchise Fee as provided in Section 0 below,

or if new taxes, fees or surcharges are imposed by the City. Franchisee will be entitled to an increase in rates sufficient to recover the increase in the Franchise Fee or the additional taxes and fees.

7.4 When a new or unusual solid waste service, not included in the Service Rate Schedule, is requested, the Franchisee may establish a reasonable rate for providing such service. However, if such service is provided for more than six (6) months, the Franchisee will obtain the approval of the City Manager.

7.5 All books, records, accounts and data relating to collection service operations conducted within the city by the Franchisee are subject to inspection and audit by the city.

7.5 All revisions to the Service Rate Schedule, *Exhibit B*, will be approved by resolution of Council. Franchisee shall provide a minimum of a 30-day notice to its customers of such revisions to the Service Rate Schedule.

8. FRANCHISE FEES.

8.1 As consideration for the Franchise granted herein, Franchisee will pay to the City each calendar quarter the sum of three percent (3%) of Franchisee's Gross Service Revenues for the preceding calendar quarter (the "Franchise Fee"). Franchisee will submit payment to the City, along with supporting documentation confirming the Franchisee's Gross Service Revenues, on or before the end of the second month after the end of each calendar quarter. By way of example, the Franchise Fee for the first quarter of each year will be due on or before May 30th of that year. The Franchisee will pay interest at the rate of nine percent (9%) per year for any payment due pursuant to this Section made after the due date.

8.2 City may increase the amount of the Franchise Fee, provided however that the increase in the Franchise Fee will not become effective until the City has approved an adjustment in the rates for the Services in an amount sufficient for Franchisee to recover the increase in the Franchise Fee.

8.3 If a dispute arises as to the amount of Gross Service Revenues within the meaning of this Franchise, the amount of such Gross Service Revenues as determined by audit by a certified public accountant, mutually selected by the City and Franchisee, will be deemed the correct amount. The audit may cover one or more continuous quarterly reporting periods. If the audit demonstrates that the Gross Service Revenues were understated resulting in the Franchise Fee being underpaid by five percent or more in any one reporting quarter, the Franchisee will reimburse the City for the reasonable costs of the audit. Any underpayment, including interest or audit cost reimbursement, will be paid within 30 days of the City's notice to the Franchisee of such underpayment. If such notice requires reimbursement of audit costs, City will provide reasonable documentation establishing the actual costs of the audit. Any overpayment of the Franchise Fee will be credited against the subsequent quarterly Franchise Fee payment by the Franchisee to the City.

9. BILLING AND PAYMENT.

Franchisee may bill residential customers either in arrears or in advance and on a monthly or bi-monthly basis for all Services, including regular and special services. Franchisee may bill all commercial customers on a monthly or bi-monthly basis for Services performed during the prior month or two months, including regular and special services. Franchisee will be entitled to charge a late fee of 1.5% per month or \$3.00, whichever is more, until paid, on all customer account balances that are not paid within THIRTY (30) days of the date of invoice. Franchisee will have the right to suspend Service to any customer whose account balance remains unpaid for a period of SIXTY (60) days or more, or exercise any other remedies available under law.

10. SUSPENSION OR TERMINATION OF SERVICE.

Franchisee will not suspend or terminate Service to one or more customers unless:

10.1 The street or road access is blocked and there is no alternate route.

10.2 Excessive weather conditions render providing Service unduly hazardous to persons providing Service or such suspension or termination of Service is caused by Force Majeure, as defined in Section 17 below.

10.3 Such customer has an unpaid account balance for a period of SIXTY (60) days or more and Franchisee has notified the customer in writing of the Franchisee's intention to terminate or suspend service, postmarked not less than SEVEN (7) days prior to the date of intended termination or suspension of service.

11. CUSTOMER RULES.

The Franchisee will provide to the City a copy of customer rules and responsibilities regarding the collection and disposal of Solid Waste, Yard Debris, and Recyclable Materials within Newberg, as more fully set forth in *Exhibit C* attached hereto (collectively the "Customer Rules"). Changes to Customer Rules will be first approved in writing by the City. Franchisee will notify customers of the change in customer rules at least ten (10) days prior to their effective date.

12. CUSTOMER DISPUTES.

Upon receipt of any notice of dispute from a customer about any bill, charge, or service, the Franchisee will thoroughly investigate the matter and promptly report the results of its investigation to the customer. Unless a customer has failed to provide Franchisee with notice of a dispute prior to the date of intended termination or suspension of service under Section 10 above, a franchisee will not refuse Service to any customer during a time of dispute. If the Franchisee is not able to resolve a dispute with the customer, the customer may contact the City staff. City staff will act as an informal arbitrator in an attempt to resolve the matter. The City staff may formally resolve a dispute of \$500 or less on the basis of evidence presented by the Franchisee and the customer. For matters in excess of \$500, the Franchisee and customer may mutually agree to abide by the City's recommended resolution, or pursue the matter in any court with jurisdiction over such matters.

13. INDEMNIFICATION.

Franchisee and City (individually, the "Indemnitor") each agrees to indemnify, hold harmless and defend the other Party, and its owners, officers, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Damages"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out, including for personal injuries, property damage, or contamination of or adverse effects on the environment, to the extent caused by, or arising from or in connection with the breach of any representations, covenants or warranties of the Indemnitor set forth in this Franchise, or any negligent actions or omissions or willful misconduct of the Indemnitor, its employees, officers, owners, directors or agents in the performance of this Franchise, or the violation of any law, ordinance or regulation, including.

14. INSURANCE.

Franchisee will maintain throughout the term of this Franchise the following types of coverage with limits that are required by appropriate regulatory agencies or the following, whichever are greater:

- Commercial General Liability (bodily injury and property damage), \$2,000,000 combined single limit per occurrence;
- Automobile Liability, \$2,000,000 combined single limit per occurrence;
- Employer's Liability, \$1,000,000 per occurrence; and
- Workers' Compensation, statutory limit.

Upon request, Franchisee will provide to City certificates evidencing such insurance. Such coverage and policies will not be canceled, modified or revoked without providing City thirty (30) days advance written notice.

15. TERMINATION FOR CAUSE.

15.1 Except for the occurrence or existence of Force Majeure, in the event of any material failure or refusal of Franchisee to comply with any obligation or duty under this Franchise, the City and Franchisee will meet and confer in good faith in an effort to agree on a resolution of the breach.

15.2 If the Parties are unable to agree on the informal resolution the breach, and Franchisee has violated a material provision of this Franchise, the City may provide Franchisee with written notice of the default, stating the specific reasons for default and the provisions of the Franchise that have been violated. Franchisee will then have thirty (30) days to cure such default, or commence to cure such default if it is of a nature that cannot be cured within the prescribed timeframe.

15.3 If Franchisee fails to cure the default within the stated period, or fails to commence such cure in a manner reasonably satisfactory to remedy the stated reason, then the City may at its option issue a written notice of termination of the Franchise. Unless Franchisee requests dispute resolution within THIRTY (30) days of receipt by Franchisee of the notice of termination, this Franchise will terminate THIRTY (30) days after receipt by Franchisee of the notice of termination.

16. ALTERNATIVE DISPUTE RESOLUTION.

Any dispute, controversy, difference, claim, or demand of any kind, under any theory, whether at law or equity, arising out of, with respect to, or relating to, the execution, breach, interpretation, performance, termination, enforcement, or nonperformance, of this Franchise including without limitation, the validity, scope, arbitrability, and enforceability of this Franchise or any term or provision thereof, whether express or implied, or relating thereto (the "Dispute"), will be resolved as follows:

16.1 Negotiation. The Parties will attempt in good faith to resolve the Dispute through negotiation. Either Party may initiate negotiations by providing written notice in letter form to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five days with a statement of its position on and recommended solution to the dispute. If the Dispute is not resolved by this exchange of correspondence, then representatives of each Party with full settlement authority will meet at a mutually agreeable time and place within ten days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the Dispute.

16.2 Arbitration. If the Dispute is not resolved through negotiation, the Parties agree that the Dispute will be submitted to final and binding arbitration, pursuant to the United States Arbitration Act,

9 U.S.C. Sec. 1 et seq. Either Party may commence arbitration by filing a written demand for arbitration. The arbitration will be conducted at Newberg City Hall or in such locations as all the Parties may stipulate. The Parties will cooperate with one another in selecting an arbitrator and in scheduling the arbitration proceedings. The Parties covenant that they will participate in the arbitration in good faith, and that they will share equally in its costs. The provisions of this Section may be enforced by any Court of competent jurisdiction, and the Party seeking enforcement will be entitled to an award of all costs, fees and expenses, including attorneys fees, to be paid by the Party against whom enforcement is ordered.

17. FORCE MAJEURE.

If either Party is prevented from or delayed in performing its duties under this Franchise by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected Party will be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure will promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Franchise to the contrary, the term "Force Majeure" does not include and a Party will not be excused from performance under this Franchise for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Services hereunder.

18. ENFORCEMENT.

The City will use good faith efforts to protect and enforce the exclusive rights of Franchisee through appropriate ordinances and reasonable enforcement of those ordinances against third party violators. The Franchisee will have a private right of action to independently enforce the terms of such ordinances against any third party, including a claim for injunctive relief

19. ASSIGNMENT OF FRANCHISE; SUBCONTRACTING.

Franchisee will not assign this Franchise without the prior written consent of City, which will not be unreasonably withheld, provided however that Franchisee may assign this Franchise to any subsidiary, parent or affiliated company without the City's consent. If this Franchise is assigned as provided above, it will be binding on and will inure to the benefit of the Parties hereto and their respective successors and assigns. Upon written notice to City, Franchisee may subcontract with other persons to provide a portion of the Services. Such subcontract will not relieve the Franchisee of its responsibilities under this Franchise

20. REPORTING.

The Franchisee will submit an annual report to the City within ninety (90) days following the end of the calendar year providing the following information:

20.1 Detailed revenues and expenses for the prior calendar year ending December 31 in a format approved by the City.

20.2 Number and classification of customer accounts, total quantity (tonnage) of materials collected, driver hour data, disposal information, a recycling summary, and other relevant information as requested.

21. NOTICE.

Any notice required or permitted hereunder will be in writing and mailed first class, postage prepaid, to the address shown below. Each Party may change its designee by providing written notice to the other Party following information:

If to CITY: <u>City Manager</u> <u>City of Newberg</u> <u>P O Box 970</u> <u>Newberg, OR 97132</u>	If to FRANCHISEE: <u>Waste Management of Oregon, Inc.</u> <u></u> <u></u> <u></u>
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22. LEGAL FEES.

In the event any legal action is taken by either Party against the other Party to enforce any of the terms and conditions of this Franchise, it is agreed that the unsuccessful Party to such action will pay to the prevailing Party therein all court costs, reasonable attorneys' fees and expenses incurred by the prevailing Party.

23. RELATIONSHIP OF THE PARTIES.

The execution of this Franchise will not create any agency, partnership, joint venture, association or any other relationship between the Parties other than as independent contracting parties. Neither Party will act as an agent for the other Party. Nor will have the authority to bind or make commitments on behalf of the other Party. This Franchise has been entered into solely for the benefit of the Parties hereto and does not create any interest in any third party.

24. ENTIRE AGREEMENT; AMENDMENT.

This Franchise constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Franchise may only be amended by written agreement between the City Council and the Franchisee.

25. ADVICE OF COUNSEL.

This Franchise was negotiated at arms-length with each Party receiving advice from independent legal counsel. It is the intent of the Parties that no part of this Franchise be construed against either of the Parties because of the identity of the drafter.

26. HEADINGS.

The Headings used in this Franchise are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Franchise nor the intent of any provision thereof.

27. CONSTRUCTION.

In case any one or more of the provisions contained in this Franchise will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will

not affect any other provision in this Franchise and this Franchise will be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

28. SURVIVAL OF CLAIMS.

Termination of this Franchise will not relieve either Party of any claims against it that arise under this Franchise before the Franchise is terminated.

29. GOVERNING LAW.

This Franchise, and all amendments or supplements thereto, will be governed by and construed in accordance with the laws of the State of Oregon.

* * *

IN WITNESS WHEREOF, the Parties enter into this Franchise. Each person signing this Franchise represents and warrants that he or she has been duly authorized to enter into this Franchise by the Party on whose behalf it is indicated that the person is signing.

WASTE MANAGEMENT OF OREGON, INC.

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Legal Sufficiency:

By: _____
Name: _____
Title: _____
Date: _____

CITY OF NEWBERG

By: _____
Name: Daniel Danicic
Title: City Manager
Date: _____
Approved by Ordinance No. 2012-2756

Approved as to Legal Sufficiency:

By: _____
Name: Terrence D. Mahr
Title: City Attorney
Date: _____

Exhibit A

Scope of Services for the City of Newberg

ADDITIONAL DEFINITIONS

“Residential” or “Residential Customers” means any residential dwelling having four or fewer units on one tax lot.

“Commercial” or “Commercial Customers” means any property or entity that does not qualify as a “Residential” or “Multi-family” customer.

“Carts” means Franchisee provided plastic containers with wheels and a lid that can be mechanically emptied by Franchisee’s equipment for safe and convenient service. Carts come in various sizes; 20, 35, 64, and 96 gallon capacity.

“Multi-family Residential Customers and Mobile Parks” means any residential dwelling having five or more units on one tax lot, or multiple residential units with a single billing address.

1.5 “Drop Box” a single receptacle used to collect Solid Waste or Recyclable materials that is designed to be removed from the generator’s site on the back of a truck for unloading at a disposal site, material recovery facility, or other processing facility.

1.6 “Container” a receptacle used to store solid waste or recyclable materials that is designed for on-site unloading into a closed bodied collection vehicle in which the contents of the receptacle are mixed with the contents of other similar receptacles.

1.7 “Receptacle” a can, cart, container, drop box, compactor or recycling bin or any other means of containment of solid waste or recyclables

1.8 “On-call service” means an occasional service were by the customer calls to specifically schedule the collection service.

1.9 “Monthly curbside service” a subscribed service including once a month garbage collection with a franchisee provided 35-gallon roll cart and every other week recycling and yard debris with a franchisee provided 64-gallon roll cart.

1.10 “Service day” means the day that normal collections are made in the customer service area.

1.11 “Non-service day” means the days that collection trucks are not servicing the customer service area.

1.12 “Bulky items” means large items of Solid Waste, such as appliances, furniture, large auto parts, trees, branches greater than four inches in diameter and 36 inches in length, stumps, and other oversized wastes whose large size precludes or complicates their handling by normal collection, processing, or disposal methods.

1.13 “Recycling contamination” means any materials that are not included in the approved list of Recyclable Materials set forth in Section 7.1 and 7.2 below.

1.14 “Cart exchange service charge” means the fee charged for customer requested cart replacement of more than two times in a 12 month period.

1.15 “Additional cart rate” means the fee charged for additional carts that are placed within three feet of the primary cart.

1.16 “Curbside” means within five (5) feet of the public street or private road. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the resident, convenient to the Franchisee’s equipment, and mutually agreed to by the Customer and Franchisee.

SOLID WASTE, RECYCLABLE MATERIALS, AND YARD DEBRIS COLLECTION SERVICES

Residential Solid Waste Collection.

Frequency. Franchisee shall provide weekly Solid Waste collection service for all Residential Customers within the City. Additional Solid Waste collection service is also available as an “On-call Service,” at the rates set forth in Exhibit B.

Service Level. Franchisee shall offer four different service levels to Residential Customers: 20-gallon Cart service, 35-gallon Cart service, 64-gallon Cart service, or 96-gallon Cart service. Franchisee shall bill Residential Customers for Solid Waste collection services based on the service level and the rates set forth in Exhibit B.

Regular Collection Time. Franchisee shall collect Solid Waste from Residential Customers weekly, Monday through Friday, between 6:00 am and 6:00 pm.

Additional Information. Residential Customers shall use a Franchisee-provided Cart as their primary container for Solid Waste Collection. All materials must fit within the Cart without raising the lid of the Cart more than two inches, otherwise Franchisee may assess extra charges in accordance with the rate schedule in Exhibit B. Extra materials may be placed in customer owned cans, bags or containers provided they are secured and do not pose a health and safety risk to Franchisee’s collection workers.

Residential Recyclable Materials and Yard Debris Collection.

Service. Franchisee shall provide every other week collection of Recyclable Materials and Yard Debris for all regularly subscribed Residential Customers within the City on alternating weeks. Collection of Recyclable Materials shall not include collection of Glass.

Service Level. Franchisee shall offer one service level for Recyclable Materials and Yard Debris to Residential Customers: one 96-gallon Cart for Recyclable Materials and one 96-gallon Cart for Yard Debris. The charges for collection of Recyclable Materials and Yard Debris from Residential Customers are included in the Residential Solid Waste Collection rates set forth in Exhibit B. Rates for Additional Carts are set forth in Exhibit B. If Residential Customers generate incidental excess amounts of Recyclable Materials, such will be collected without extra charge if they are placed adjacent to the Recycling Cart in bins, boxes or bags and are clearly identified as Recyclable Materials. If Residential Customers generate excess Yard Debris which does not fit neatly into the Yard Debris Cart, such materials may be collected for an extra charge, as set forth in Exhibit B, provided these Yard Debris materials are properly prepared in bundles or compostable bags and set adjacent to the Yard Debris Cart for collection. Customers who routinely generate excess Yard Debris materials may be asked to subscribe for an additional Cart.

Regular Collection Time. Franchisee shall collect Recyclable Materials and Yard Debris from Residential Customers on the same day as Residential Solid Waste collection. Collections will be made Monday through Friday, between 6:00 am and 6:00 pm.

Additional Information. Residential Recyclable Materials are collected on a co-mingled basis (i.e., single stream). The list of Recyclable Materials that may be included in a co-mingled collection container (excluding Glass) is found in Section 7.2.

Commercial Solid Waste Collection

Service. Franchisee shall provide weekly Solid Waste collection service for all Commercial Customers within the City. Additional Solid Waste collection service is also available, if requested by Commercial Customers, at the rates set forth in Exhibit B.

Service Level. Franchisee shall offer Cart, Container, and Drop Box services at different service levels and frequencies to Commercial Customers, depending on the customer's needs. Service levels may include a 35, 64, or 96 gallon Carts, or commercial containers ranging in size from 1, 1.5, 2, 3, 4, 5, or 6 yd Containers, Drop Box services are provided in 10, 20, 30, and 40 yard box sizes and various compacter box sizes. Commercial collection services may be provided as a weekly service or as a temporary collection service. Franchisee shall bill Commercial Customers for Solid Waste Collection service based on the service level and the rates set forth in Exhibit B.

Regular Collection Time. Franchisee may collect Solid Waste from Commercial Customers, anytime Monday through Friday. The Franchisee shall work with its Commercial Customers in noise sensitive areas to determine a mutually agreeable collection time.

Commercial Recyclable Materials Collection

Service. Franchisee shall provide weekly service or an alternative schedule to meet the customer's needs for Recyclable Materials collection service for all Commercial Customers within the City. Additional collection service is also available at the rates set forth in Exhibit B.

Commercial Cardboard Collection. Source separated Cardboard is collected from Commercial generators in containers of varying sizes depending on the requirements of the business.

Commercial Commingle Recycling. Co-mingled Recyclable Materials (i.e., single stream) are collected from Commercial Customers in either a 96 gallon Cart, or commercial containers ranging in size from 1, 1.5, 2, 3, 4, 5, or 6 yd containers, and are serviced weekly or on an as needed basis. The list of Recyclable Materials that may be included in a co-mingled collection container is found in section 7.2.

Commercial Glass. Glass is collected from large commercial generators as an On-call Service, at the temporary collection service rates, as set forth in Exhibit B.

Service Level. Franchisee shall offer Cart and container services at different service levels and frequencies to meet the Commercial Customer's recycling needs. The

charges for collection of cardboard and co-mingled Recyclable Materials from Commercial Customers are included in the Commercial Solid Waste Collection rates set forth in Exhibit B, up to a quantity of Recyclable Materials equal to 200% the Customer's weekly Solid Waste container size. Any Recyclable Materials collected in excess of this base level service will be charged at rates set forth in Exhibit B. Customers with no Solid Waste Collection service and Drop Box customers may also subscribe to Commercial Recyclable Materials collection services at the rates set forth in Exhibit B.

Regular Collection Time. Franchisee shall collect Recyclable Materials from Commercial Customers anytime, Monday through Friday. The Franchisee shall work with its Commercial Customers in noise sensitive areas to determine a mutually agreeable collection time.

Special and Hard to Handle Waste Collection

Tires. Franchisee will provide for the special collection of tires from any Residential or Commercial Customer in the Franchise Area who requests such collection service. The customer will call to schedule the special collection. Franchisee will acquire any necessary permits for storage or transportation of tires from the Department of Environmental Quality. For the collection of car tires with a rim size up to and including 18 inches, and the collection of truck tires with a rim size greater than 18 inches but not exceeding 150 pounds, Franchisee will charge the rates set forth in Exhibit B.

Used Motor Oil. Used motor oil will be collected by Franchisee from Residential Customers at the curbside / roadside on the same schedule as the commingle recycling. Used motor oil must be placed in one-gallon or smaller see-through plastic containers with a screw cap lid.

Glass is not collected from Residential Customers curbside. Glass can be taken to one of the drop-off locations in the City and at the Newberg Transfer Station and Recycling Center.

Infectious Waste. The Franchisee shall provide for the Commercial collection of medical and infectious waste or subcontract with a qualified collector for this service, at the rates set forth in Exhibit B. In either case, the Franchisee and their subcontractor shall conform to all rules and laws including, but not limited to, those of the State of Oregon applying to the collection, transport, storage, treatment, and disposal of medical and infectious wastes. Commercial Customers are responsible for placing Infectious Wastes including hypodermic needles in appropriate containers. Commercial Customers shall not place these items into Carts or containers for collection with Solid Waste, Recyclable, or Yard Debris Materials. Collection of Infectious Waste may be arranged by Commercial Customers on an on-call basis. Residential Customers may drop off medical waste at the Newberg Transfer Station for a fee.

COLLECTION OF SOLID WASTE AND RECYCLABLE MATERIALS FROM CITY FACILITIES

3.1 Service of City Facilities. The Franchisee will provide collection of Solid Waste and Recyclable Materials from City facilities, at no additional charge, except as otherwise described herein. Collection of Solid Waste and Recyclable Materials will occur on a regularly scheduled weekly basis from the following locations of City of Newberg Public facilities: City Hall; two Fire Stations, Public Safety Building, Library, Library Annex, Public Works Shop, Water Treatment Plant, Wastewater Treatment Plant, and Animal Control. Extraordinary services and special collections shall be charged at the rates set forth in Exhibit B.

3.2 Drop-Off Locations.

The Franchisee will make available and provide collection service for one (1) glass drop off location mutually agreed to by City and Franchisee for the drop off of recyclable glass by Residential Customers.

The Franchisee will also provide drop off services for recyclable glass at the Newberg Transfer Station.

OWNERSHIP OF MATERIALS.

Title to and responsibility for all Solid Waste, Yard Debris, and Recyclable Materials placed in containers for Residential or Commercial collection shall remain with the Customer until collected by the Franchisee. The City shall undertake reasonable efforts, including if necessary the adoption of ordinances, to prevent “dumpster diving” or the misappropriation of Solid Waste and Recyclable Materials by third parties without right or title to such materials. Upon collection by the Franchisee, title to and responsibility for Solid Waste, Yard Debris, and Recyclable Materials shall transfer to the Franchisee, provided however that title to and responsibility for any Hazardous Waste and other Excluded Solid Wastes shall remain with the Customer. Franchisee shall be entitled to retain all proceeds from the sale of Recyclable Materials collected under this Franchise.

VEHICLE OPERATIONS

Prevention of Leaking and Spilling Loads. All Solid Waste, Recyclable Materials and Yard Debris collection vehicles will be constructed, loaded, operated and maintained in a manner to reduce to the greatest extent practicable dropping, leaking, blowing, sifting or escaping of collected materials, or the spillage of the vehicle’s fluid, hydraulic fluid or lubricants from the vehicle onto private property and public streets while stationary or in transit, excepting (1) normal leakage of fluid, hydraulic fluid or lubricants typically associated with properly maintained vehicle; and (2) leakage of fluid, hydraulic fluid or lubricants due to equipment failure. Franchisee will immediately respond to and cleanup any leakage due to equipment failure.

Maintaining Passage on Public Streets. To the greatest extent practicable, the Franchisee will avoid stopping of collection vehicles while collecting Solid Waste, Recyclable Materials or Yard Debris so as to block the passage of other vehicles and pedestrians on public streets.

CUSTOMER SERVICE.

Customer Information and Complaint Resolution. The Franchisee will respond to Customer calls and complaints within a timely manner. Both office and on-route staff will be knowledgeable and courteous in answering Customer information requests and resolving Customer complaints regarding Solid Waste, Recyclable Materials, and Yard Debris collection service. All complaint calls and Contractor actions in response must be recorded in customer notes on a data base noting date, time, address, and complaint. The Franchisee will meet with the City as often as needed to review complaints and resolutions.

Missed Pick Ups. In the event of missed pickups due to events beyond Franchisee’s control, such as inclement weather or Force Majeure, Customers will be serviced as soon as is safe and practicable. If Franchisee misses collection for reasons other than inclement weather or Force Majeure from a customer who has properly placed their Carts for service according to the Customer Rules (Exhibit C), Franchisee will return to service the customer within 24 hours of notice, excluding holidays and weekends. In the event that the Customer does not place their

Carts for service according to the Customer Rules, Franchisee will service such Customer on the next regularly scheduled service day at two times the normal amount of Solid Waste at no additional cost; or at the Customer's request, return within 24 hours of next work day for a go back charge.

6.3 Customer Education. Franchisee will provide Customer education and outreach in compliance with all applicable Oregon DEQ rules and requirements.

RECYCLING PARAMETERS

Residential Collection of Recyclable Material and Yard Debris.

Commingled Recycling - The Franchisee will collect the following Recyclable Material set out commingled for collection, so long as the materials are properly prepared. Materials that are prepared according to these instructions and the Customer Rules are to be considered properly prepared Recyclable Materials.

Aerosol Cans. Emptied but not flattened, with plastic lids removed but with nozzle still in place.

Aluminum. Including aluminum cans, containers and foil with organics removed.

Aseptic Packaging (Drink Boxes). Straws removed and not included. Containers emptied. Placed with scrap paper.

Brown Paper Bags.

Corrugated Cardboard. Flattened and placed loose in cart.

Ferrous Scrap Metal. A single piece or bundle is limited to 30 inches in size in any direction and 30-lb. Appliances, car parts, and bicycles are not included.

Gable Top Paper Cartons. Gable-top paper cartons, such as milk, juice and coffee-creamers products, emptied and rinsed.

Magazines. Magazines and catalogs printed substantially on glossy paper. Mailing labels are acceptable.

Newspapers.

Non-Ferrous Scrap Metal. Any single piece or bundle is limited to 30 inches in size in any direction and 30-lb. Lead acid batteries are excluded.

Phone Books. Telephone directories distributed by phone directory companies.

Plastics. Bottles of a six ounce or larger capacity, with a neck or screw-on lid including milk jugs, rinsed, caps not included, labels need not be removed; margarine or yogurt-type tubes – six-oz. capacity or larger; rigid plant pots – four inches diameter or larger; buckets – five-gallon or smaller.

Scrap Paper. Includes household mail, cardboard boxes, paper bags, cereal boxes (without liners), shoe boxes, envelopes (sticky labels and windows are acceptable), writing paper, computer paper, fax paper, white ledger, colored ledger, copier paper, paper egg cartons, paper labels from cans, paper cores (without paper towels or bathroom tissue), construction paper, blue print paper, manila file folders, index cards, post-it-notes, tablet paper or backs, gift wrap (without foil), greeting cards (no foil), white or colored paper bags. A sticky label on an otherwise acceptable paper is also to be accepted. Shredded paper must be placed in a paper bag.

Tin Cans. Must be rinsed. Removing paper labels and ends is optional. Ferrous can ends and metal jar/bottle lids may be included.

Plastic bags are excluded from the definition of Recyclable Materials and shall not be set out by Residential Customers.

Motor Oil. Must be placed in a plastic gallon jug with a screw top lid and placed four feet from the Customer's recycling Cart on the designated recycling day.

Yard Debris. The Franchisee will provide the collection of Yard Debris from Residential Customers in a 96 gallon cart collected every other week. Approved Yard Debris includes leaves, grass, clippings, weeds, vines, vegetative material from the yard, pumpkins, and pruning of no greater than four inches in diameter or 36 inches in length. Large branches (greater than four inches in diameter or more than 36 inches in length), dirt, stumps, metal, rocks, ashes, food waste, animal waste, and household Solid Waste will not be considered Yard Debris, and Customers shall not place such materials in the Yard Debris Cart.

Transportation and Processing of Yard Debris. The Franchisee shall be responsible for transporting and delivering Source-Separated Yard Debris for processing, composting, or other beneficial use, to any lawful facility of its choosing. The Franchisee will ensure that all collected Yard Debris is delivered for beneficial use, including:

- A. Composting by a facility that has a current Oregon Department of Environmental Quality compost permit or registration, or is licensed as a composter by the State of Oregon.
- B. A reload facility.
- C. For animal feed by facilities regulated by the Oregon Department of Agriculture.
- D. Used as hog fuel in the case of woody waste; or
- E. Anaerobic digestion.

7.2 Commercial Collection of Recyclable Materials.

(a) Source Separated Cardboard Recycling. The Franchisee will collect Source Separated cardboard from commercial Customers weekly or as needed in containers of

various sizes. The container size and frequency will be arranged to meet the Customer's needs and Franchisee's collection schedule.

(b) **Commingle Recycling.** The Franchisee will collect the following Recyclable Materials set out commingled in a Franchisee provided Cart or container, so long as the materials are properly prepared. Materials that are prepared according to these instructions and the Customer Rules are to be considered properly prepared Recyclable Materials. The Franchisee is not required to collect Recyclables which have not been properly prepared.

(i) **Aerosol Cans.** Emptied but not flattened, with plastic lids removed but with nozzle still in place.

(ii) **Aluminum.** Including aluminum cans, containers and foil with organics removed.

(iii) **Aseptic Packaging (Drink Boxes).** Straws removed and not included. Containers emptied. Placed with scrap paper.

(iv) **Brown Paper Bags.**

(v) **Corrugated Cardboard.** Flattened and placed loose in cart.

(vi) **Ferrous Scrap Metal.** A single piece or bundle is limited to 30 inches in size in any direction and 30-lb. Appliances, car parts, and bicycles are not included.

(vii) **Gable Top Paper Cartons.** Gable-top paper cartons, such as milk, juice and coffee-creamer products, emptied and rinsed.

(viii) **Magazines.** Magazines and catalogs printed substantially on glossy paper. Mailing labels are acceptable.

(ix) **Newspapers.**

(x) **Non-Ferrous Scrap Metal.** Any single piece or bundle is limited to 30 inches in size in any direction and 30-lb. Lead acid batteries are excluded.

(xi) **Phone Books.** Telephone directories distributed by phone directory companies.

(xii) **Plastics.** Bottles of a six ounce or larger capacity, with a neck or screw-on lid including milk jugs, rinsed, caps not included, labels need not be removed; margarine or yogurt-type tubes – six-oz. capacity or larger; rigid plant pots – four inches diameter or larger; buckets – five-gallon or smaller.

(xiii) **Scrap Paper.** Includes mail, cardboard boxes, paper bags, cereal boxes (without liners), shoe boxes, envelopes (sticky labels and windows are acceptable), writing paper, computer paper, fax paper, white ledger, colored ledger, copier paper, paper egg cartons, paper labels from cans, paper cores (without paper towels or bathroom tissue), construction paper, blue print paper, manila file folders, index cards, post-it-notes, tablet paper or backs, gift wrap

(without foil), greeting cards (no foil), and white or colored paper bags. A sticky label on an otherwise acceptable paper is also to be accepted. Shredded paper must be placed in a paper bag.

(xiv) Tin Cans. Must be rinsed. Removing paper labels and ends is optional. Ferrous can ends and metal jar/bottle lids may be included.

(xv) Plastic bags are excluded from the definition of Recyclable Materials and shall not be set out by Commercial Customers.

(c) Glass – commercial glass collection can be arranged with the Franchisee.

7.3 Authority to Add Materials. City and Franchisee can mutually agree to add other materials to the above list, such as, but not limited to, other plastics. The process for adding mandatory materials will include an assessment on the impact on rates. Franchisee may also offer collection services for other voluntary recyclables not listed above and rates charged for collection of these optional materials will be reasonable by being commensurate with other rates set by the City and will be reported to City upon request.

7.4 Principal Recyclable Materials List. Should the Oregon Environmental Quality commission modify the list of Residential Recyclable Materials under the provisions of the Oregon Revised Statutes for collection of Source-Separated Recyclable Materials, City and Franchisee will work in good faith to add or eliminate, pursuant to applicable procedural requirements, collection of such materials, and adjust the collection rates accordingly.

7.5 Improperly Prepared Recyclable Materials. When the Franchisee encounters improperly prepared materials, which are not listed in Section 7.1 and Section 7.2 or not set out in accordance with the Customer Rules, the Franchisee may refuse to collect and may leave in place any such improperly prepared materials along with a friendly reminder of the Customer Rules and recycling parameters herein.

Exhibit B**City of Newberg Rates****City of Newberg Garbage and Recycling Rates
Effective 10/1/2012****Residential Service**

Monthly Rate	
Weekly Curbside Service	Rate
• 20 gallon cart	\$17.65
• 35 gallon cart	\$19.03
• 35 gallon cart - Each additional	\$12.95
• 35 gallon cart (Non-Curb garbage only)	\$20.90
• 64 gallon cart	\$23.40
• 96 gallon cart	\$25.71
• additional Recycling / Yard Debris cart	\$ 2.97
• Recycling only - Every other week	\$ 7.08
Monthly Curbside Service	
• 35 gallon cart	\$13.93

Every Other Week recycling & yard debris service is included with garbage service.

Multiple Residential Units and Mobile Parks Service (Five or more units) Single billing

Monthly Rate	
Weekly Curbside Service	Rate
• 20 gallon cart	\$15.88
• 35 gallon cart	\$17.33
• 35 gallon cart (Non-Curb garbage only)	\$19.03
• 96 gallon cart	\$25.71
• Each additional 35 gallon cart	\$11.39
• Recycling only	\$7.08
Monthly Curbside Service	
• 35 gallon cart	\$13.93

Every Other Week recycling & yard debris service is included with garbage service.

Additional Rates

Service	
Extra On Service Day	
• Regular Customer- additional 32 gal equivalent can curbside	\$ 2.84
• Regular Customer- additional 32 gal equivalent can non-curbside	\$ 3.46
• On Call Customer- 32 gallon equivalent	\$ 7.60
• Regular Customer- Yard Debris - 32 gal equivalent	\$ 3.12
Extra - Non- Service Day	
• Go Back Charge - Per Cart	\$ 6.74

Bulky Items- Hourly plus disposal	
• Truck- hourly rate (one person)	\$75.52
• Truck- hourly rate (two people)	\$94.40
Weekly Walk in Rate- per foot after first 50 feet	\$ 0.01
Recycling Contamination Charge	\$10.24
Cart Exchange Fee	\$11.38
Overweight Charge	\$ 2.52
Restart Fee- Service stopped for Non-payment	\$11.38
NSF - Non Sufficient Funds	\$20.00

Commercial

Monthly Rate - Regular Service

Regular Weekly Service	One Stop/Week	Each Additional Stop/Week
• 35 gallon cart	\$ 22.05	-
• 64gallon cart	\$ 24.53	
• 96 gallon cart	\$ 26.85	-
• 1 yard container	\$ 78.23	\$ 59.18
• 1.5 yard container	\$106.27	\$ 93.36
• 2 yard container	\$135.58	\$121.04
• 3 yard container	\$193.19	\$171.02
• 4 yard container	\$253.71	\$216.73
• 5 yard container	\$311.01	\$259.86
• 6 yard container	\$403.17	\$308.12
• Yard Debris 96 gallon cart EOW	\$ 7.08	-

Temporary Service

Container Size	Single Collection	Each Additional Stop/Week
• 1.5 yard container	\$35.41	\$25.41
• 2 yard container	\$44.92	\$34.26
• 3 yard container	\$60.08	\$48.61
• 4 yard container	\$74.88	\$64.14

Monthly Rate - Commingled Recycling Service

for Additional Commercial Recycling, Drop Box Recycling, and Recycling Only customers

Regular Weekly Service	One Stop/Week	Each Additional Stop/Week
• 96 gallon cart	\$ 9.75	\$ 8.30
• 1 yard container	\$ 31.65	\$ 26.90
• 1.5 yard container	\$ 41.35	\$ 35.15
• 2 yard container	\$ 51.80	\$ 44.05
• 3 yard container	\$ 72.10	\$ 61.30
• 4 yard container	\$ 94.00	\$ 79.90
• 5 yard container	\$ 114.10	\$ 97.00
• 6 yard container	\$ 153.40	\$ 130.40

Commingled recycling is included with regular service up to two times the garbage

volume.

Drop Box

Disposal Rates

Container Size	Loose Rate	Compacted Rate
• 10 yard	\$187.67	\$299.69
• 15 yard	N/A	\$400.48
• 20 yard	\$309.60	\$492.73
• 25 yard	N/A	\$618.36
• 30 yard	\$456.38	\$710.61
• 40 yard	\$595.08	\$920.43

Permanent Drop box Rental Rates

Container Size	Rate
• 20 yard	\$50.92
• 30 yard	\$63.94
• 40 yard	\$68.15
Screen Lid	\$12.23
Metal Covered Lid	\$15.41
Demurrage- daily fee	\$ 5.02

Additional Rate Information

Delivery Charge- First Box	\$ 18.88
One drop box truck (one person) hourly rate	\$ 81.81
One drop box truck & trailer (one person) hourly rate	\$ 100.69
Mileage- per mile over 10 miles round trip	\$ 2.08

- **Note;**
 - Drop boxes must be loaded to the point where the loaded vehicle will not exceed truck weight laws, or to the point where the drop box can not be dumped by normal dumping methods. Additional fees may apply for cost of penalties that are incurred due to overweight drop boxes.
 - Drop boxes shall not be loaded above the top of the box.
 - Weekend service for drop boxes shall be at 1.5 times the regular rate and shall be arranged prior to the service.

Other Special Rates

Additional Rate Information

Tires	
• Car tire- on or off rim	\$2.89 Plus processing fee
• Truck tire- on or off rim	\$2.89 Plus processing fee

- **Note;**
 - Tenants are responsible for waste collection fees (unless separate payment arrangements are made by the landlord)

- Definition of extra; bundles, bags, sacks, and other - based on volume, securely tied and limited to 60lbs (1.5 x 1.5 x 4 feet will be equivalent to a full garbage cart)
- Plastic bags securely tied and limited to 30lbs will be equivalent to a full garbage can. Plastic bags to be used for occasional additional garbage, not as full-time garbage service container.

Medical - Commercial Customers Only

Container Sales		
Container Size	1-2 Containers	3 or More
• 17 gallon tub	\$34.32	\$25.59
• 23 gallon box	\$36.88	\$27.63
• 31 gallon tub	\$38.10	\$28.55
• 43 gallon tub	\$42.96	\$33.29
• 30 gallon box	\$45.96	\$32.90

Exhibit C
City of Newberg

Customer Rules

CUSTOMER RESPONSIBILITY

Franchisee will be responsible for providing Customers with information about the Customer's responsibilities in making the Solid Waste/Recycling/Yard Debris system work effectively and efficiently. The following Customer Rules will be applied:

1. **Residential - Setout Location and Time, Return of Can/Cart/Container after Collection.** It is the responsibility of the Residential Customer to place Solid Waste/Recycling/Yard Debris at the Curbside, unless the Customer has subscribed to or is eligible for other than Curbside service. Customers should not place cans/carts or containers in an area where they obstruct the sidewalk or are hidden behind parked cars. The cans/carts or containers must be set out at Curbside prior to 6:00 a.m. on the Customer's designated collection day, unless the Customer has subscribed or is eligible for other than Curbside service. Within 24 hours of collection, the Customer should move emptied can/carts or containers from Curbside into the Customer's yard area.
2. **Recyclable Materials to be Set Out in Franchisee provided Carts.** Customers will use Franchisee provided Carts for Recyclable Materials setouts in order to clearly indicate to recycling collection personnel that material is set out for recycling. A second recycling Cart is available for a fee. Incidental Recyclable Materials that don't fit into the Recyclables Cart may be set out adjacent to such Cart provided they are segregated and clearly identified as Recyclable Materials.
3. **Secure Lightweight Solid Waste Materials.** Customer should place Solid Waste safely and securely to prevent lightweight materials such as ashes, styrofoam peanuts, kitty litter, sawdust, etc. from blowing away prior to and while being dumped in the collection vehicle or container.
4. **Contents of Cans/Carts/Containers Must Falls Freely.** Contents of Solid Waste, Recyclable Materials and Yard Debris Carts or containers must fall freely. The Franchisee will not be responsible for digging the contents out of a Cart or container.
5. **Preparation of Yard Debris.** Customers will not use plastic bags to contain Yard Debris. No rocks, metal, ashes, food, pet wastes, branches exceeding 4 inches in diameter or 36 inches in length or household Solid Waste may be placed in the Yard Debris cart. Customers will follow the prescribed preparation requirements for Yard Debris material collection. A second Yard Debris Cart is available for a fee. Additional Yard Debris materials may be set out adjacent to the Yard Debris Cart for a fee, provided they are prepared in cans, bundles, or compostable Yard Debris bags.
6. **Cart Sizes/Requirements.** All Recycling and Yard Debris Carts must be provided by the Franchisee. Any Solid Waste container must be provided by the Franchisee. Rigid Solid Waste and Yard Debris cans provided by the Customer for extras may not exceed 32 gallons, weight limits, and should be designed for safe handling.
7. **Vertical Clearance Non-Curbside.** The Customer must provide for reasonable vertical clearance for any Solid waste Carts picked up away from the Curbside.

8. **Weight Limits.** The maximum weights required to be collected in any single Cart or container are:

Weights for Roll Carts, Weights Include Container and Contents:

Size/Type	Max Weight Incl. Container
Bundles and Bags – 32 gallon equivalent	30 lbs.
Cans – 32 gallons (used for extra setouts)	55 lbs.
Franchisee provided roll Carts - 35 gallons	75 lbs.
Franchisee provided roll Carts - 64 gallons	105 lbs.
Franchisee provided roll Carts – 96 gallons	145 lbs.

9. **Weights and Contents for Containers.** Franchisee is not required to collect Commercial containers exceeding 300 pounds gross loaded contents per loose cubic yard. Customer is responsible for limiting weight of the container and its contents.
10. **Responsibility to Separate Overweight Contents.** When roll Carts or containers are overweight, it is the Customer's responsibility to separate material into additional containers or bags so that weight limits are observed.
11. **Requirements for Extra Setout Due to Missed Collection or Postponed Collection.** In cases where a Customer is to be allowed the equivalent of an extra setout on a single pickup day without an additional charge, such as after a missed collection or a postponed collection due to hazardous weather, it is the Customer's responsibility to fill cans so that they meet weight limits and their contents fall out freely.
12. **Infectious Waste Setout.** Commercial Customers are responsible for placing Infectious Wastes including hypodermic needles in appropriate containers. Commercial Customers should not place these items into cans/roll carts or containers for collection with Solid Waste, Recyclables or Yard Debris. Commercial Customers should contact Franchisee for information on proper disposal options.
13. **Collection of Liquids/Animal Wastes/Kitty Litter.** Customer will not place liquids for collection with Solid Waste. Animal waste and kitty litter must be bagged separately before placing with other Solid Waste.
14. **No Hazardous Materials.** Customer will take appropriate actions to ensure that hazardous materials, chemicals, paint corrosive materials and hot ashes are not put into a cart or other container. Customer remains responsible for all Hazardous Waste.
15. **No Deduction for Missed Pickup.** Customers cannot deduct from payment for past missed pickups.

16. **Customer Must Notify Franchisee of Problems/Billing Errors.** Customers are responsible for prompt notification of the Franchisee when problems arise such as apparent missed collections or billing errors. For remedy or correction of certain problems, as noted elsewhere in these Rules, notification within a time limit may be required. In resolving Customer billing disputes the Franchisee are only required to review bills within six months of the current billing cycle.
17. **Ownership of Solid Waste Containers.** Carts, containers, and drop boxes remain the property of the Franchisee.
18. **Ownership of Recycling Carts.** Recycling Carts will be provided only by the Franchisee and remain the property of the Franchisee. If carts are not recovered a fee will be charged.
19. **Ownership of Yard Debris Roll Carts.** Yard Debris Roll Carts will be provided only by the Franchisee and remain the property of the Franchisee.
20. **Lost, Damaged, or Stolen Receptacles.** Customers shall not damage Receptacles or use them for anything other than their intended purpose. Franchisee may charge Customers for lost, stolen, or damages Receptacles at 100% of the bulk purchase price of a new Receptacle recently paid by the Franchisee. The Franchisee is responsible for replacement of Receptacles due to normal wear and tear. In the case of a Receptacle missing when a Customer has moved out, the Franchisee may bill the former Customer 100% of the bulk purchase price for a new Receptacle or request that the Receptacle be returned to the former service address.
21. **Placement of Roll Carts, Non Curbside at Duplex, Tri-plex and Four-plex.** In the case of duplexes, tri-plexes and four-plexes which subscribe to or are eligible for service other than Curbside service, any roll carts must be placed in an area where they can be assessed by the Franchisee without going up or down stairs.
22. **Improper Set-Out.** Franchisee shall have no obligation to collect Solid Waste, Recyclable Materials, or Yard debris which has been improperly set out by Customers or otherwise in violations of the above Customer Rules. To the extent practical, the Franchisee will leave a missed preparation tag explaining the reasons for non-collection.
23. **Suspension of Service.** Customers may temporarily suspend service (e.g., for vacation) by providing the Franchisee at least 7 days advance notice. If service is suspended more than once per year, the Franchisee may charge the Customer a "Restart Fee" at the rate set forth in Exhibit B.

Partnering with the City of Newberg for Our Sustainable Future

Reducing waste. Protecting the environment.
Demonstrating community partnership.

THINK GREEN.®

Dave Huber
District Manager

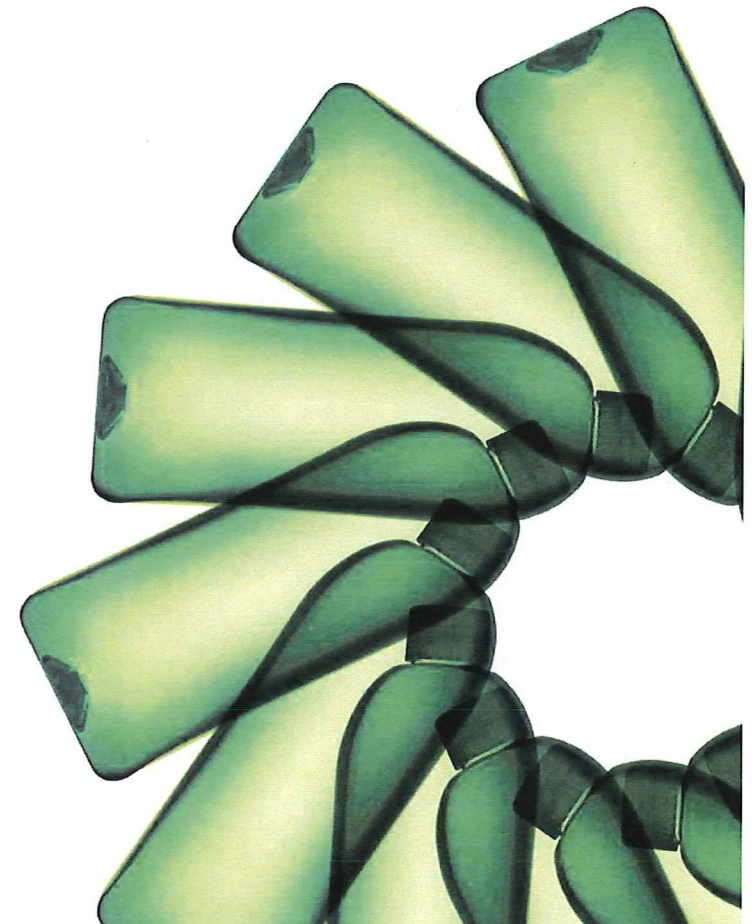
Kirk Duncan
Senior District Manager

Adam Winston
Director of Operations PNW/BC



Tonight's Discussion

- Overview of Newberg Operations
- Importance of Transfer Station
- Community Partnerships
- Operations Overview
- New Program Development
- Value of the WM Franchise



WM Newberg Operations



The Newberg Operation

- City of Newberg (69%)
- Yamhill County (21%)
- City of Dundee (10%)

The operation consists of 21 family wage jobs;

- 11 Drivers
- 5 Transfer Station employees
- 5 General support

WM Newberg Transfer Station

- Important Newberg Community resource
- Convenient waste disposal for the community
- Free public recycling drop off
- Other services include; Sharps, fluorescent tubes, waste oil, e-waste, & host annual county HHW event



Community Partnerships

Chehalem Valley Chamber
Top-Tier Member
Newberg Old Fashioned Festival

Rotary
Active Member
Oktoberfest



Operations Report

- **SAFETY**

- Extensive Safety Education Program
- PNW New Hire Driver Training Facility
- Drive-Cam

- **TECHNOLOGY**

- On-Board Computers-tablets allow for better service, efficiency and cost containment

- **EQUIPMENT**

- \$1.4M in new trucks in the last two years
- Rear load to front load conversion for efficiency



New Program Development

Subscription - Every Other week collection of Glass in a Cart



Depot



Cart



Value WM and franchise brings to the City and Community

- WM has been a long community partner
- Franchise serves the city to provide solid waste management to meet current and changing needs
- The rate review process assures the community is paying reasonable rates
- City control over rule making and unique concerns
- Assure the city is meeting DEQ required recycling requirement
- Maintain continuity in the relationship between collector, customer, and city

Waste Management

Partnership is the Tie that Binds Us Together

We value our partnership and would request that the council reconsider the motion to terminate the franchise agreement with Waste Management.

Thank You



OREGON REFUSE & RECYCLING ASSOCIATION

September 17, 2018

The Honorable Bob Andrews, Mayor
The Honorable Stephen McKinney, Councilor
The Honorable Denise Bacon, Councilor
The Honorable Mike Corey, Councilor
The Honorable Scott Essin, Councilor
The Honorable Patrick Johnson, Councilor
City of Newberg
414 E. First Street
Newberg, OR 97132

Via email only
NewbergCityCouncil@newbergoregon.gov

Re: Benefits of the Solid Waste Franchise

Dear Mayor Andrews and Newberg City Councilors:

Oregon Refuse and Recycling Association (ORRA) is the statewide trade association representing solid waste management companies in Oregon. ORRA members collect and process most of Oregon's residential and commercial refuse and recyclables, as well as operate material recovery facilities, compost facilities, and many of Oregon's municipal solid waste transfer stations and landfills. In Newberg, ORRA member Waste Management provides service pursuant to the City's franchise. Waste Management has been a member in good standing in ORRA for many years.

This morning it was brought to my attention that this evening, the City of Newberg City Council will consider cancelling its franchise agreement with Waste Management. I write to offer support for the franchised system, and to provide some information that I hope you will find to be helpful.

In Oregon, most cities and counties have chosen to franchise their solid waste collection services. They do this under the authority of state law, found at ORS 459A.085. Among other things, the law states:

(1) The Legislative Assembly finds that providing for collection service including but not limited to the collection of recyclable material as part of the opportunity to recycle is a matter of statewide concern.

...

(3) It is the intent of the Legislative Assembly that a city or county may displace competition with a system of regulated collection service by issuing franchises which may be exclusive if service areas are allocated. The city or county may recognize an existing collection service. A city or county may award or renew a franchise for collection service with or without bids or requests for proposals.

The law specifically allows for franchises to continue without going through a bid process, as set forth in the statute above. Cities and counties that franchise their solid waste collection services have great latitude over their review of the existing service and the ability and authority to make changes to the system to suit their communities without being required to seek bids or go through the RFP process.

The solid waste and recycling collection franchises in Oregon are as diverse as the communities in which they are implemented. Even with this diversity, franchises do have a number of beneficial reasons in common, such as:

For the Local Governments

1. Provide a uniform basis for comprehensive waste management and planning to meet current and changing needs, laws and technologies. Rather than the local governments having scattered ordinances and resolutions to cover solid waste collection, solid waste disposal, recycling and nuisance abatement, all regulations and standards are contained in one Solid Waste Management Plan for each government that easily can be referenced, implemented, enforced and amended as needed.
2. Through the annual rate review process, allows for appropriate fiduciary oversight, assuring the community is paying a reasonable rate for the services provided.
3. Give local government control over rulemaking to be sure that concerns unique to it are addressed. These concerns may be different than those set by state statute or environmental regulations.
4. Assure the local government that it is meeting its responsibility for recycling under state statute and rules, and give the ability to the local government to implement enhanced programs that are unique to its needs by rules that enhance or go beyond those implemented by the state.
5. Make a given solid waste collector accountable to the local government for its performance because the collector must meet local government standards as a condition of the franchise arrangement.
6. Give the local government a revenue source, through a franchise fee, to cover administrative costs of solid waste management program.

For the Customer/Community

1. Assure that all citizens in the community will receive service.
2. Provide equity in the rates through rate regulation for all classes of customers, based on a cost of service.
3. Facilitate energy conservation and reduction of pollution, noise and wear and tear on city and county roads by eliminating duplication of service.
4. Give the flexibility to deliver special services to meet the changing needs of customers.

5. Set a method for adequately resolving customer complaints, with the “right” to continue as the franchisee being at risk if high service standards are not maintained.
6. Provide a public process for direct citizen involvement in the setting of service standards and rates.
7. Assure the community will be given the highest level of recycling service, thereby giving the community the mechanism for meeting its environmental responsibility.

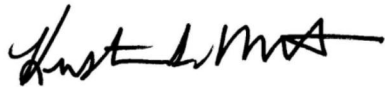
For the Collector

1. Provide rate regulation that will give a stable rate structure to recover fixed costs as well as increased costs imposed by regulatory agencies or increased costs of operation.
2. Allow a reasonable rate of return so that adequate, safe equipment can be used for the most efficient service.
3. Give the solid waste collector the ability to prove the efficiency of its operation through regular rate reviews.
4. Allow the collector to concentrate on good service.
5. Maintain continuity in the relationship between the collector and customer in an exclusive service area.

I urge you to keep the franchise system intact as you move forward to meet new challenges that future solid waste management programs may bring.

Thank you for your consideration.

Respectfully,



Kristan S. Mitchell
Executive Director

c: Joe Hannan, Newberg City Manager
Sue Ryan, Newberg City Recorder
Newberg City Attorney

NEWBERG CITY COUNCIL MEETING INFORMATION

Meeting Date:

9/17/18

Prepared by: Sue Ryan

Councilors	Roll Call	Consent Res 3497 AFSCME PERS 8/20 Council Minutes	District 1 appt. – Elise Yarnell Hollamon	Garbage Franchise – termination of franchise with Waste Management	Res 3500 –Building permit waiver – table to Oct. 1		
ANDREWS, Bob, Mayor	X	Yes	Yes	No	Yes		
BACON, Denise	X	Yes	Yes	No	Yes		
COREY, Mike	X	Yes	Yes	Yes	Yes		
ESSIN, Scott	X	Yes	Yes	Yes	Yes		
JOHNSON, Patrick	X	Yes	Yes	No	Yes		
McKINNEY, Stephen	X	Yes	Yes	No	Yes		
District 1 seat vacant							
ROLL CALL VOTES		YES: 6 NO: 0	YES: 6 NO: 0	YES: 2 NO: 4	YES: 6 NO: 0		
MOTION (1 st /2 nd):		Corey/ Johnson	Bacon/ McKinney	Johnson/Essin	Johnson/Essin		
Public Comments- Lesley Woodruff & Jared Jones – Measure 105 - ???	Dave Jackson – Veterans Banners - Joe						
Follow Up/Dept. contact		Res 3497- Anna Minutes – Sue	Councilor setup- Sue	None	Res 3500 - Doug		

Meeting adjourned at 9:30 p.m.

Executive Session OR 192.660 (2) e Real Property Transactions

Start: 8:55 p.m.

End: 9:20 p.m.

Staff present: City Manager Hannan, City Attorney Stone, Community
Development Director Rux

Topic of Discussion: Butler Property