

Council Roundup for May 02, 2022

The Newberg City Council met on May 02, 2022 and took the following actions.

Held an Executive Session Pursuant to ORS 192.660(2)(F) Exempt Public Records

Appointed Linda Newton-Curtis to the Planning Commission

Approved:

Resolution 2022-3818, N. Meridian Street ADA Ramps Project

Resolution 2022-3815, Safe Routes to Schools

Resolution 2022-3825, Police Union Contract

Resolution 2022-3822, Initiate annexation on parcel R3229 02100 for Water Treatment Plant

Resolution 2022-3827, Approved Visit Newberg Business Plan and Budget for FY 2022-2023

Resolution 2022-3833, District 2 Declaration of Vacancy

In other business:

Proclaimed May as Asian American, Native Hawaiian, and Pacific Islander Heritage Month and National Historic Preservation Month.

Chehalem Valley Chamber of Commerce presented their quarter 3 visitor center report.

Heard Public Works Director Russ Thomas presented on the new lead and copper rules.

Heard Executive Director Julian Dillon talk about the American Lung Association (Oregon Chapter).

Heard report on April narrative from the City Manager Pro Tem.



City Council Business Session
May 2, 2022 - 7:00 PM
Newberg public safety building 401 e. third street
zoom webinar id: 885 3523 1145
or click on this link
<https://us06web.zoom.us/j/88535231145>
or dial 1 253 215 8782

1. CALL TO ORDER

- 1.A Agenda en Español
[Spanish Council Biz Sxn Agenda 2022-0502.docx](#)

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

- 4.A Chehalem Valley Chamber of Commerce Quarter 3 Visitor Center Report
[CVCC Q3 Report.docx](#)
[2021-22 Q3-Visitor Center Tourism Report.pdf](#)
- 4.B Asian American and Native Hawaiian / Pacific Islander Heritage Month
Proclamation
[2022 Asian American, Native Hawaiian, Pacific Islander Heritage Month Proclamation.docx](#)
- 4.C A Proclamation proclaiming May 2022 as National Historic Preservation month in
Newberg
[PROCLAMATION National Historic Preservation Month 2022.docx](#)

5. CITY MANAGER'S REPORT

- 5.A CM report April 2022 events
[CM report April events.pptx](#)

6. COUNCIL APPOINTMENTS

- 6.A Planning Commission Appointment
[RCA Appointment 2022-0502 Planning Commission.docx](#)

7. PUBLIC COMMENTS

8. CONSENT CALENDAR

- 8.A Resolution 2022-3818, A resolution authorizing the City Manager Pro Tem to enter into a construction contract with R & R General Contractors, Inc. for the N. Meridian Street ADA Ramps Project for \$283,999.00
[RCA - Res_2022-3818 Award N Meridian.docx](#)
- 8.B Resolution 2022-3815, A resolution authorizing the City Manager Pro Tem to enter into a construction contract with Concrete Solutions, Inc. for the 2022 Safe Routes to School Sidewalk and ADA Curb Ramp Project for \$104,690.00.
[RCA - Res_2022-3815 Award SRTS Sidewalks-Ramps.docx](#)
- 8.C Resolution 2022-3828, Police Union Contract
[Resolution 2022-3828 Ratification of the Newberg Dundee Public Safety Association Collective Bargaining Agreement 7_1_2022-6_30_2024 rev.docx](#)
[Exhibit A - Resolution 2022-3828.docx](#)

9. NEW BUSINESS

- 9.A Resolution 2022-3822, A Resolution expressing the City Council's intent to annex that portion of parcel R3229 02100 that is within the Urban Growth Boundary and acquired for Water Treatment Plant expansion
[RCA Reso 3822 Initiate Annexation WTP.docx](#)
[Attachment 1 - Annexation Area Map.pdf](#)
- 9.B Resolution 2022-3287, A Resolution approving the FY 2022-2023 Visit Newberg (Taste Newberg) Business Plan and Budget
[RCA Reso 3287 Taste Newberg Business Plan.docx](#)
[Exhibit A - FY2022-23 Business Plan_FINAL.pdf](#)

10. COUNCIL BUSINESS

- 10.A Resolution 2022-3833, District 2 Declaration of Vacancy
[RCA Res 3833 District 2 declaration of vacancy rev.docx](#)
[Exhibit A District 2 Martinez Plancarte resignation 2022-0331.pdf](#)
[Exhibit B Newberg Council Districts 20220322.pdf](#)

11. ADJOURNMENT

ADA STATEMENT

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



Sesión de Determinación del Consejo Municipal
2 de mayo, 2022 - 7:00 PM
Edificio de Seguridad Pública de Newberg 401 E Third Street
Zoom Webinar ID: 885 3523 1145
o por teléfono: 1 253 215 8782

1. LLAMAR AL ORDEN
2. PASAR LISTA DE ASISTENCIA
3. PROMESA DE LEALTAD A LOS ESTADOS UNIDOS DE AMERICA
4. PRESENTACIONES
 - 4.A Informe del centro de visitantes del tercer trimestre de la Cámara de Comercio de Chehalem Valley
[CVCC Q3 Report.docx](#)
[2021-22 Q3-Visitor Center Tourism Report.pdf](#)
 - 4.B Proclamación del Mes de la Herencia de los Asiáticos Americanos y Nativos de Hawái/Islas del Pacífico
 - 4.C Proclamación del mes de la Preservación Histórica Nacional
[PROCLAMATION National Historic Preservation Month 2022.docx](#)
5. INFORME DEL ADMINISTRADOR DE LA CIUDAD
6. NOMBRAMIENTOS DEL CONSEJO
 - 6.A Nombramiento de la Comisión de Planificación
[RCA Appointment 2022-0502 Planning Commission.docx](#)
7. COMENTARIOS PÚBLICOS
8. CALENDARIO DE CONSENTIMIENTO
 - 8.A Resolución 2022-3818, Una resolución que autoriza al Administrador de la Ciudad Provisional a aceptar un contrato de construcción con R & R General Contractors, Inc. para el proyecto de rampas ADA de N. Meridian Street por \$283,999.00.
[RCA - Res_2022-3818 Award N Meridian.docx](#)

- 8.B Resolución 2022-3815, Una resolución que autoriza al Administrador de la Ciudad Provisional a aceptar un contrato de construcción con Concrete Solutions, Inc. para el proyecto de aceras de rutas seguras a la escuela y rampa de bordillo de la ADA de 2022 por \$104,690.00.
[RCA - Res_2022-3815 Award SRTS Sidewalks-Ramps.docx](#)
- 8.C Resolución 2022-3828, Contrato Sindicato Policial
[Resolution 2022-3828 Ratification of the Newberg Dundee Public Safety Association Collective Bargaining Agreement 7_1_2022-6_30_2024 rev.docx](#)
[Exhibit A - Resolution 2022-3828.docx](#)
- 9. NUEVOS ASUNTOS
- 9.A Resolución 2022-3822, Una Resolución que expresa la intención del Concejo Municipal de anexar la parte de la parcela R3229 02100 que se encuentra dentro del Límite de Crecimiento Urbano y que se adquirió para la expansión de la Planta de Tratamiento de Agua.
[RCA Reso 3822 Initiate Annexation WTP.docx](#)
[Attachment 1 - Annexation Area Map.pdf](#)
- 9.B Resolución 2022-3287, Una resolución que aprueba el plan comercial y el presupuesto para el año fiscal 2022-2023 de Visit Newberg (Taste Newberg)
[RCA Reso 3287 Taste Newberg Business Plan.docx](#)
[Exhibit A - FY2022-23 Business Plan_FINAL.pdf](#)
- 10. ASUNTOS DEL CONSEJO
- 10.A Resolución 2022-3833, Distrito 2 Declaración de Vacante
[RCA Res 3833 District 2 declaration of vacancy.docx](#)
[District 2 Martinez Plancarte resignation 2022-0331.pdf](#)
- 11. TERMINAR LA SESIÓN

DECLARACIÓN BAJO LA LEY ESTADOUNIDENSE DE DISCAPACIDADES

Contacta la oficina de la secretaría de la ciudad al menos 2 días hábiles antes de la sesión para obtener adaptaciones físicas o lingüísticas. Llame al (503) 537-1283 o envíe un correo electrónico a cityrecorder@newbergoregon.gov. Para servicios de TTY, marque 711.

REQUEST FOR COUNCIL ACTION



Date Action Requested: May 2, 2022

Order <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Information	
Subject: Chehalem Valley Chamber of Commerce Quarter 3 Visitor Center Report	Staff: Doug Rux, Director; Scott Parker, Executive Director Department: Community Development File No. GEN21-0008
Work Session <input type="checkbox"/> Business Session	Order On Agenda: Presentations

Recommendation:

Information only.

Executive Summary:

The guiding principles in the Visitor Center Operating Plan include the following:

- Leverage the new location to work more closely with downtown businesses and visitor points of interest
- Retain the value of prior year investments, but keep operating costs low
- Implement improved visitor performance metrics
- Focus on the future by expanding the physical footprint to a few key downtown locations
- Do what's best for Newberg and the community
- Leverage new location as a shared collaboration space for Newberg businesses

The two main focus areas of the visitor center operating plan are (1) to better manage visitor engagement when they are visiting local businesses; and (2) to enhance existing visitor center operations through improved measurement and cost reduction.

Manage Visitor Engagement

- Develop a new visitor-friendly map of both Newberg and the Downtown, to be updated annually
- Finalize a list of locations where high-value visitor materials will be located outside the visitor center (e.g. CVCC, lodging operators, coffee shops, etc.)
- Partner with the broader visitor economy community to develop plans, timed appropriately for subsequent years, including:
 - Working with Taste Newberg to improve the brand and brand perception of the downtown core
 - Develop Newberg 101 to train front-line staff on how to use Visitor Center materials and other maps to provide high quality recommendations to visitors and to keep visitor money within the Newberg community
 - Outreach to tour companies to steer additional traffic to downtown Newberg
 - As operating plans and support of the respective boards allows, co-locate Taste Newberg, the Newberg Downtown Coalition, and the Chamber in one space. At present, we have extended an invitation to co-locate, at no cost, within the Visitor Center space, but Taste Newberg and NDC have indicated that the rent subsidy provided by CPRD is meeting their

space needs.

Enhance Existing Visitor Center Operations

- Improve data capture for visitors (both in-person and telephonic)
- Partner with the Newberg Historical Society and the Newberg Wineries to improve the branding of the Visitor Center Reduce Costs
- In order to extend the coverage of scarcer TLT dollars, the Chehalem Valley Chamber of Commerce will cover the majority of the costs associated with operating the visitor center, only requesting an amount from TLT funds the equivalent of the amount of the lease in the new space (\$30k per year, a dramatic and appropriate reduction from prior years)

Scott Parker, Executive Director of the Chehalem Valley Chamber of Commerce, will present the Chamber's quarterly report included as Attachment 1.

Fiscal Impact:

The Chehalem Valley Chamber of Commerce has a contract with the City to operate a Visitor Center in FY 21/22. The contract amount for FY 21/22 is \$30,000. The funds are budgeted in Fund 19 – Transient Lodging Tax. The Q3 report covers activities in this fiscal year.

Strategic Assessment:

2020 Council Goals:

1. Change operational culture to one focused on Customer Service and act to Resolve Ongoing Legal Disputes

The Visitor Center is a forwarding facing customer service function for the City's tourism program.

2. Further develop an operational culture that adopts and cherishes Diversity, Equity, and Inclusion as core values.

The Visitor Center serves all individuals actively engaged in tourism activities within Newberg providing information on tourism options and information.

3. Promote development of housing affordability such as houselessness, transitional housing, workforce housing.

Not applicable.

4. Create and support an Urban Renewal Plan and Authority

Not applicable.

5. Collaborate with local partners and with entities like ICLEI in the development of a Sustainability program.

Not applicable.

Attachment: 1. Visitor Center Q3 Report

CHEHALEM VALLEY CHAMBER OF COMMERCE VISITOR CENTER REPORT							
		July/Aug/Sept	Oct/Nov/Dec	Jan/Feb/Mar	Apr/May/Jun		
Visitor Center		Q1	Q2	Q3	Q4		
Walk-in Visitors		115		140	327		
Email and Phone Requests for Info		65		86	113		
Visitor Center & Tourism		Q1	Q2	Q3	Q4	Annual Budget	YTD Actual
Revenue							
TLT Revenue:							
City of Newberg		\$ 7,500.00	\$ 7,500.00	\$ 7,500.00		\$ 30,000.00	\$ 22,500.00
Other Revenue:							
Total Revenues:		\$ 7,500.00	\$ 7,500	\$ 7,500.00		\$ 30,000.00	\$ 22,500.00
Expense							
Personnel		\$ 15,469.70	\$ 8,984.94	\$ 10,727.61		\$ 39,000.00	\$ 35,182.25
Overhead, Utilities, etc.		\$ 5,291.62	\$ 2,855.00	\$ 4,156.51		\$ 36,000.00	\$ 12,303.13
Total Expenses:		\$ 20,761.32	\$ 11,839.94	\$ 14,884.12		\$ 75,000.00	\$ 47,485.38
Net Income:		\$ (13,261.32)	\$ (4,339.94)	\$ (7,384.12)		-\$45,000.00	\$ (24,985.38)
Visitor Center Requests & Services Provided							
Q1:							
This quarter saw the transition from interim Director Joshua Duder to new Executive Director Scott Parker. Scott began on 9/1/21. There was a significant uptick in guests coming to the Visitor's Center, especially in September as people wanted to meet and welcome Scott to the area. The Visitor's Center was open in July and August Monday-Friday from 9am-5pm and 10am-3pm on weekends. In September the hours were from 9am-5pm Monday-Friday only. There were a lot of guests from all across the state as well as the country stopping in for maps and a variety of other materials to help with their trip. Local, state, and winery maps and The Chehalem Valley Business & Community Directory were the most popular items that were distributed. We are working on plans to drive even more foot traffic to the Visitor's Center and incentivize the gathering of email addresses and social media followers with a monthly give							
Q2:							
This quarter saw the hiring of a new Admin Assistant, Maryl Kunkel. She started 11/1/21. Her role is to fill the need for administrative work for the Chamber, as well as staffing the Visitor Center. The Visitor Center hours were 9-5 M-F, and we saw lots of visitors, and local residents stopping in for maps, and other tourist information. We recieved requests for maps as far as the Box, NY and Spain. In Dec, an open workspace, including computer with internet, was set up at the Visitor Center for community use, and we have seen a some residents in to use the space since it was announced. As this space becomes more utilized and well known, we expect an increase in foot traffic. On Dec.3rd, the Visitor Center participated in ArtWalk, highlighting a local artist and winery, and will remain a stop for each subsequent ArtWalk in 2022. We expect an increase in visitors and foot traffic as we become an established stop for Art Walk.							
Q3:							
This quarter the Visitor Center saw a large increase of foot traffic due to the return of the beloved Oregon Symphony concert at Geroge Fox. There was a line around the building on the opening day of ticket give away, and a steady stream of visitors as they came to pick up tickets throughout the week. It was the first time a lot of these people had been in the visitor center, and many people left with maps, business cards, and other information about the area and our businesses. With the return of First Friday Artwalk in February the Visitor Center has started to become a first stop for many folks, inquiring about where else they can take in the evening, many Art Walk patrons came from the Portland area. The personnel expenses will reflect that this was our first full quarter with our Admin Assistant, Maryl Kunkel, at 25 hours a week. We have seen calls and inquiries for tourism and relocation information from all over the United States, and an increase in walk in visitors as the seasons change and travel increases. In the 3rd Quarter, the Visitor Center hosted seven Friday Morning Greeters events. These ranged from Taste Newberg talking about Oregon Truffle Month, Newberg Downtown Coalition talking about First Friday Art Walk, and a Q/A with interim City Manager Will Worthey. Attendance has been very high for all of our Greeters events.							
Q4:							

PROCLAMATION



A PROCLAMATION DECLARING MAY 2022, AS ASIAN AMERICAN AND NATIVE HAWAIIAN / PACIFIC ISLANDER HERITAGE MONTH IN THE CITY OF NEWBERG

WHEREAS, Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage in the United States was celebrated beginning in 1978 and was made into a month-long event in 1992. The Federal Asian Pacific American Council announced the theme for this year, “Advancing Leaders Through Collaboration”; and

WHEREAS, Asian Americans, Native Hawaiians, and Pacific Islanders have lived and worked in Oregon for more than 200 years, contributing to the state’s history, economy, and culture; and

WHEREAS, AANHPI Heritage Month is a time to celebrate the achievements and pay tribute to the generations of Asian Americans, Native Hawaiians, and Pacific Islanders that have contributed to American history; and

WHEREAS, while we celebrate the achievements and contributions of Asian Americans, Native Hawaiians, and Pacific Islanders that enrich our history, society, and culture, we must also acknowledge the additional determination, hard work, and perseverance AANHPI individuals must put forth to be heard and seen and that these additional efforts are a result of inequitable institutional and systemic injustices; and

WHEREAS, we recognize the generations of Asian Americans, Native Hawaiians, and Pacific Islanders who have enriched Newberg’s history, local economy and cultural vibrancy; and

NOW, THEREFORE, I, Rick Rogers, Mayor of the City of Newberg, Oregon, do hereby proclaim May 2022 as

ASIAN AMERICAN AND NATIVE HAWAIIAN / PACIFIC ISLANDER HERITAGE MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Newberg to be affixed on this 02 day of May, 2022.

Rick Rogers, Mayor

REQUEST FOR COUNCIL ACTION



Date Action Requested: May 2, 2022

Order <input type="checkbox"/>	Ordinance <input type="checkbox"/>	Resolution <input type="checkbox"/>	Motion <input type="checkbox"/>	Information <input type="checkbox"/>
Subject: A Proclamation proclaiming May 2022 as National Historic Preservation month in Newberg			Staff: Doug Rux, Director Department: Community Development File No.	
Business Session			Order On Agenda: Presentations	

Recommendation:

Proclaim May 2022 as National Historic Preservation month in Newberg.

Executive Summary:

Not applicable.

Fiscal Impact:

Not applicable.

Strategic Assessment:

2020 Council Goals:

1. Change operational culture to one focused on Customer Service and act to Resolve Ongoing Legal Disputes

Not applicable.

2. Further develop an operational culture that adopts and cherishes Diversity, Equity, and Inclusion as core values.

Not applicable.

3. Promote development of housing affordability such as houselessness, transitional housing, workforce housing.

Not applicable.

4. Create and support an Urban Renewal Plan and Authority.

Not applicable.

5. Collaborate with local partners and with entities like ICLEI in the development of a Sustainability program.

Not applicable.

PROCLAMATION



WHEREAS, The National Trust for Historic Preservation established May as Historic Preservation Month in 1973, as a way to promote historic places for the purpose of instilling national and community pride, promoting heritage tourism, and showing the social and economic benefits of historic preservation; and

WHEREAS, The City of Newberg recognizes May as Historic Preservation Month and supports events in the community to instill awareness and promote the historic assets in Newberg; and

WHEREAS, Historic Preservation Month can instill awareness of the local historically significant buildings and landmarks to the residents of Newberg and surrounding communities; and

WHEREAS, Historic Preservation Month can promote Newberg’s locally designated historic landmarks and landmarks listed on the National Register of Historic Places; and

WHEREAS, Historic preservation can be a community discussion; uniting residents behind an important cause; and

WHEREAS, Historic preservation has been shown as a great way to create jobs, stabilize property values, and preserve existing housing stock; and

WHEREAS, the theme of Historic Preservation Month 2022 is “People Saving Places”.

NOW, THEREFORE, IT IS PROCLAIMED, by the Mayor and City Council, and on behalf of the people of the City of Newberg, Oregon, that we proclaim May 2022 as National Historic Preservation month in Newberg.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Newberg to be affixed on this 2nd day of May, 2022.

Rick Rogers, Mayor

Newberg CM report

Monthly Events for April 2022



Good evening. As you know we will not be having a second council meeting this month in order to reduce the pressure on the council who are doing so many budget meetings at this time.

Before I get into our April narratives, I wanted to summarize what the city management team has achieved together in the last six months and look forward to the possible item's city staff will be working on in for the balance of 2022.

In the last six months we have created the following processes and changes to our internal culture:

A permanent hybrid work policy, thank you Alison.

A refreshed council calendar process, thank you Sue & Zaira.

The city of Newberg hiring policy.

The Ethics and STRIVE committee (thanks #2's in each department).

The reform of our personnel records.

The new purchasing manual (thank you James and all).

The hardware lifecycle plan and soon the launch of a modern intranet (thank you Ian).

What must be done next?

Having taken steps to right the ethics of the ship we took a pause to consider what should come next.

After consultation with senior staff for any idea they might have we derived a list of six future items.

These are areas where the city has missing processes and or policies to be more effective and at last fulfil some of the council goals we have not yet tackled.

These areas are:

A new emergency response management plan (Covid showed us the limitations of the current one).

A grants and contract policy (to ensure that finance and legal are on the same page as departments when we get these sorts of documents)

An updated employee handbook (with a clear Equity and STRIVE lens).

A customer service standard / manual (at last setting the benchmarks for better service).

A file control plan (pertaining to records retention and storage for our new extranet and traditional drives).

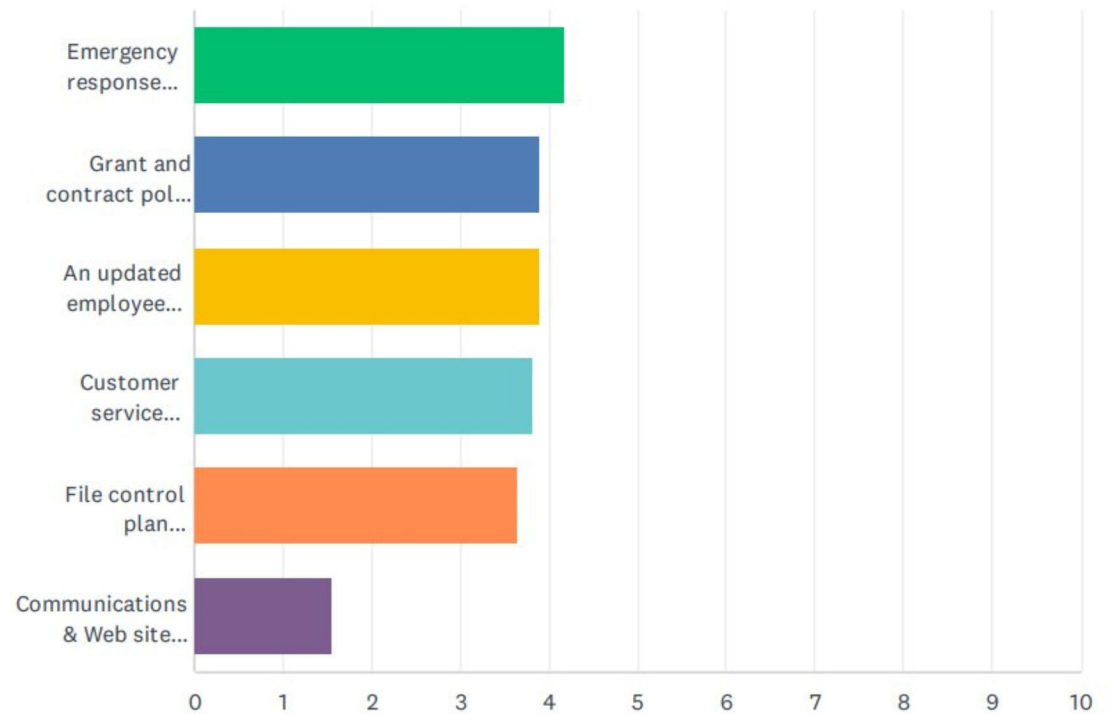
A Communications & Web site control plan (to create better ownership and authorship)

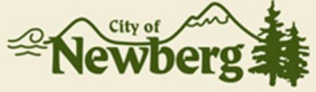
This is how senior staff ranked the different items:

	1	2	3	4	5	6	TOTAL	SCORE
Emergency response management plan.	27.27% 3	18.18% 2	18.18% 2	18.18% 2	18.18% 2	0.00% 0	11	4.18
Grant and contract policy (a mechanism to formally ensure that finance and legal are on the same page as departments when to obtain grant revenue or enter into binding contractual relationships).	0.00% 0	36.36% 4	36.36% 4	18.18% 2	0.00% 0	9.09% 1	11	3.91
An updated employee handbook (with a STRIVE lens).	27.27% 3	18.18% 2	9.09% 1	18.18% 2	18.18% 2	9.09% 1	11	3.91
Customer service standard / manual.	27.27% 3	18.18% 2	9.09% 1	18.18% 2	9.09% 1	18.18% 2	11	3.82
File control plan (pertaining to records retention and storage).	18.18% 2	9.09% 1	18.18% 2	27.27% 3	27.27% 3	0.00% 0	11	3.64
Communications & Web site control plan (probably needs to wait till we have a new platform)	0.00% 0	0.00% 0	9.09% 1	0.00% 0	27.27% 3	63.64% 7	11	1.55

... and here is the same data as a chart.

Emergency response is up to bat first.





At this time three new things are underway at the city in line with this rating:

The SharePoint extranet coming a few weeks.

A new Emergency Management Response plan target date December 2022.

Our new modern and cybersecure finance system begins rolling out in August 2022.

... and not one penny spent on sub-contractors to make these a reality. Now on with April events.

So this is news from March, but it came in late and its very praiseworthy.

On Tuesday, March 15, The Oregon Chapter of the American Public Works Association held the Oregon Chapters 2022 Equipment ROADeo Competition in Bend Oregon. This was a chance for competitors from various public works departments across the state to demonstrate and test their skills on the mini excavator obstacle course. Scoring was done by 3 judges in the areas of Safety, Time, and proper equipment operation.



Newberg had 2 members of the public works maintenance staff participate in the competition, PW Supervisor Carl Ramseyer, and PW Maintenance Superintendent, Preston Langeliers.

Carl finished 4th in the competition, and Preston took first place, and will be representing Oregon at the national competition in Charlotte, North Carolina.

This shows that he is not just a great supervisor but has lost none of his frontline skills.



Preston rising to the challenge and winning 1st place.



More Public Works items:

The department is renewing focus on is in emergency preparedness. Planning and activities that were put on the back burner due to the covid pandemic are now being resurrected to help the department and city be prepared in the event of a major emergency or catastrophe.

Karen Tarmichael has assumed a new position withing public works department as the Emergency Preparedness and Risk Coordinator. Karen will also be working closely with other city departments, in the review and assistance of staff emergency training, review and update of emergency management plans, and additional equipment and resources, and to increase the city's resiliency.

To further these objectives, we have begun development of standardized training levels for all city staff on the required National Incident Management (NIMS) classes by position, from entry level to command staff, to meet state and federal requirements.

All city departments have identified the individual position response levels, and work has begun to compile previous training records and enter individual employees NeoGov personnel records.

Safe Routes to School infrastructure grant was received. The project is out to bid. The 2022 Pavement projects are in design. The work is planned to include N Brutscher Street from 99W to Hayes and Sherman Street.



E. Franklin Street Paving – TUFF Project



Hwy 240 Bridge Impact Panel Rebar/Repair



Sediment from an old pipe plug builds up over time and is part of the reason why we flush the water system.



**New catch basin
on Sierra Vista**



**Rebuilt storm basin
on Vermillion**

Crews assisted with set
up for Camelia
Festival Fun Run and
Plant Sale.



DCI fire water use report:

The city has three (3) reservoirs with a capacity of four (4) million gallons each, for a total storage capacity of 12 million gallons.

Firefighting efforts used approximately 1.1 million gallons.

Never fear had we started to run low we would have run the plant at night and made more.



In the world of finance, we were very busy creating the proposed budget and preparing for the upcoming budget meetings in May.

Finance has also been plugging away on Incode 10 conversion work – it's a lengthy process but we are moving in the right direction!

Here is a sneak peak of the graphic Ezequiel designed for the budget document →



**PROPOSED
BUDGET
2022-2023
FISCAL YEAR**



A Great Place to Grow

In the world of Public safety, its never a dull moment, specifically...

Officer Dave Junkin rescued a ***Barred Owl*** and transported it to the Portland Audubon Center, the owl is currently awaiting sentencing.

The second week of April is recognized each year as "National Public Safety Telecommunicators Week", bringing well deserved attention and recognition to the public safety dispatchers who are a critical part of the public safety team.



Additionally, A Lateral Officer has completed his background and we have extended a conditional employment offer.

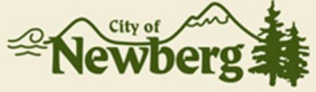
We have had the first meeting of the Body Worn Camera committee and the DOJ approved policy has been reviewed.

The department has completed its annual Firearms training.

Lastly two Dispatch applicants have moved into background checks after completing Chiefs interviews.

In Economic Health news staff reached out to over 100 private businesses and attended many, community events.

There were two requests for information submitted for the former mill site and our Economic Health Manager represented the city at the League of Oregon Cities conference.



In Library land our Children's Services Storytime numbers are increasing with nearly 75 people a week attending.

Families are getting excited about the Summer Reading Program with daily questions about our programs, and especially the Library Mascot – a program that has partnered with downtown local businesses for over 15 years and continues to grow in popularity.

Library staff in Adult Services continues to see an increase in people in the library needing help with basic computer skills.

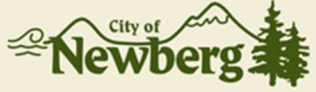
Senior Librarian Bobbye Hernandez was able to guide two people through online job applications a few weeks ago, teaching them about how the process works. Last week the couple returned to the library to let her know they got the local jobs they applied for and expressed their appreciation for her time.

Bobbye and Community Engagement Specialist Ezequiel Garcia are currently working on a teaching plan for basic computer classes to meet needs of our community.

Staff finished up their safety trainings, culminating in library evacuation drills at the end of the month. Emergency Action Plans and staff emergency contact information was also updated and made readily accessible in the case of an emergency.

In planning land design reviews were issued for the Public Works Maintenance Fuel facility, Edwards Elementary School expansion and Fairfield Inn hotel. The final Planned Unit Development Plat was issued for Edgewater. A vacation rental was approved at 311 N Meridian Street. A partition was approved at 601 S Blaine Street

The Planning Commission approved the Elliott Road Right-of-way width determination by the Community Development Director, approved a vacation rental at 2035 N Heritage Way, and updated their Rules and Guidelines document related to attendance and Student Commissioners in alignment with the City Council changes from December 2021.



Background work continues by EcoNorthwest on the Housing Production Strategy and the first Citizens Advisory Committee was held. The kick-off meeting with 3J Consulting occurred on the Code Audit for clear and objective standards for multi-family housing.

Pre-application meetings were held for a commercial building at 201 N Meridian Street, medical clinic at 617 N Main Street, an ADU, residential / commercial development at 600 E Second Street, quadplex development at 713 N Main Street, and a new industrial building on the A-dec campus.

In April the IT Department continued the network upgrade project and replaced further network equipment in some city buildings. Additionally, we began work to modernize the delivery method of our phone lines, starting a project to convert our non-emergency phones from legacy T1 to a more modern digital SIP solution delivered over the internet.

IT also showcased to several departments the early design concept of our upcoming SharePoint intranet. This will gain feedback and help IT with the upcoming rollout.

Community Engagement has been focused on collaborating with the finance department to assemble the 2022-23 Annual Budget. CE is responsible for creating the Budget cover, organizing budget sections, creating summarizing infographics, paginating, and exporting the final digital product.

CE has also been working on campaigns to promote City programs such as an Earth Day campaign promoting the City's "Green Scene" programs and Email updates on local Housing Projects.

On the DEI front, CE is collaborating with the Library and the Newberg Public Schools Welcome Center to provide Spanish speaking community members with free computer and email classes in May.



On the last few slides there are some image of recent community engagement efforts!



Get Updates On Housing Work Projects

Engagement Opportunities
Notices of...
Public Hearings
and Upcoming Projects

Sign Up Today:

<https://tinyurl.com/housingnbg>

NEWGROW COMPOST

\$10 per cu. yard Bulk
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HOURS

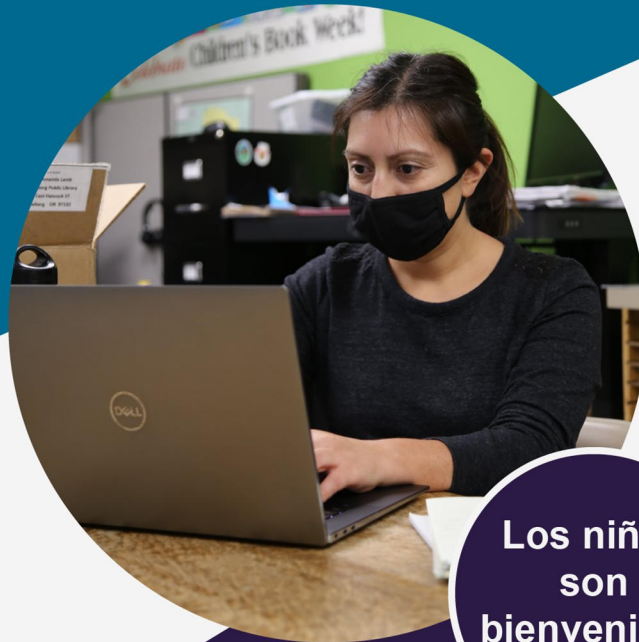
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2600 Wynooski Rd. Newberg, OR

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YUM !



**Los niños
son
bienvenidos**

CLASES DE COMPUTACIÓN

Gratis - En Español

Clase #1 Lo básico
de computadoras

12 de mayo
6:30pm

Clase #2 Fundamentos
del correo electrónico

26 de mayo
6:30pm

Registro: forms.gle/7YnVg5p1dav4zwxZ6

O llame al: (971) 281-1443 para mas información

So that's it for this month!

As you know our residents tax dollars have been hard at work as usual, and many new things are on the horizon.

Questions?

REQUEST FOR COUNCIL ACTION



Date Action Requested: May 02, 2022

Order <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Information <input type="checkbox"/>	
Subject: Ratify the Mayor's selection for the Planning Commission vacancy.	Staff: Zaira Robles Muniz, Administrative Assistant (preparer) for Mayor Rick Rogers Department: Administration File No.
Business Session	Order On Agenda: Committee Appointments

Recommendation: To consent to the Mayor's appointment of Linda Newton-Curtis to the Planning Commission to fill a vacant position for a term beginning May 03, 2022 to December 31, 2024.

Executive Summary:

- 1) Linda has been a resident of Newberg for over 30 years. She is eager to contribute her views and making Newberg the best town it can be.

REQUEST FOR COUNCIL ACTION



Date Action Requested: May 2, 2022

Order <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Information <input type="checkbox"/>	
No. 2022-3818	
Subject: A resolution authorizing the City Manager Pro Tem to enter into a construction contract with R & R General Contractors, Inc. for the N. Meridian Street ADA Ramps Project for \$283,999.00	Staff: Kaaren Hofmann, City Engineer Department: Public Works Department - Engineering File No.
Business Session	Order On Agenda: Consent
Hearing Type: None	

Recommendation:

Adopt Resolution No. 2022-3818.

Executive Summary:

More than 55 million Americans –18% of our population–have disabilities, and they, like all Americans, participate in a variety of programs, services, and activities provided by their State and local governments. By the year 2030, approximately 71.5 million baby boomers will be over the age of 65 and will need accessible services and surroundings that meet their age-related needs.

Good sidewalks in a community not only lead to a better quality of life and higher curb appeal, they are also important for equity, inclusion, accessibility, and safety. Studies have shown that roadways without sidewalks are more than twice as likely to have pedestrian involved crashes. Newberg has over 116 miles of sidewalks used for travel to work and school; for exercise and business; and for community events.

In Spring of 2021, the City requested funds from the State for federal Coronavirus State Fiscal Recovery Funding to complete the ADA ramps and sidewalks along N Meridian Street from East Sheridan, north towards Friendsview Manor (a retirement community), to create a fully accessible path from Friendsview Manor to the downtown area of the City of Newberg. In June 2021, HB 5006 awarded Newberg \$400,000.00 to complete the proposed work. The grant has been fully executed.

On March 16, 2022, staff advertised for bid the N. Meridian Street ADA Ramps Project. On April 12, 2022, the City received and opened three bids from:

R & R General Contractors, Inc.	\$283,999.00
Concrete Solutions, Inc.	\$387,540.00
Brown Contracting	\$498,800.00

There are 20 corners that will get new ADA Ramps. The bid received from R & R General Contractors, Inc was determined to be responsive.

The total amount of the grant funding is \$400,000.00. Construction will occur this summer.

Fiscal Impact:

The grant will fully fund the construction of the project.

Strategic Assessment:

2020 Council Goals:

Sidewalks in the City of Newberg are a priority of the Community Vision and meet the DEI and Sustainability Goals of the Council.



A Resolution authorizing the City Manager Pro Tem to enter into a construction contract with R & R General Contractors, Inc. for the N. Meridian Street ADA Ramps Project for \$283,999.00

Recitals:

1. More than 55 million Americans –18% of our population–have disabilities, and they, like all Americans, participate in a variety of programs, services, and activities provided by their State and local governments. By the year 2030, approximately 71.5 million baby boomers will be over the age of 65 and will need accessible services and surroundings that meet their age-related needs.

2. Good sidewalks in a community not only lead to a better quality of life and higher curb appeal, they are also important for equity, inclusion, accessibility, and safety. Sidewalks in the City of Newberg are a priority of the Community Vision and meet the DEI and Sustainability Goals of the Council.

3. In Spring of 2021, the City requested funds from the State for federal Coronavirus State Fiscal Recovery Funding to complete the ADA ramps and sidewalks along N Meridian Street from East Sheridan, north towards Friendsview Manor (a retirement community), to create a fully accessible path from Friendsview Manor to the downtown area of the City of Newberg. In June 2021, HB 5006 awarded Newberg \$400,000.00 to complete the proposed work. The grant was approved and executed.

4. On March 16, 2022, staff advertised for bid the N Meridian Street ADA Ramps Project.
5. On April 12, 2022, the City received and opened three bids.

6. The submitted from R & R General Contractors, Inc. is determined to be responsive.

The City of Newberg Resolves as Follows:

1. The City Council, acting as contract review board for the City, does hereby authorize the City Manager Pro Tem to execute a construction contract with R & R General Contractors, Inc to complete the N Meridian Street ADA Ramps Project for \$283,999.00.
2. The City Attorney will review and approve all contracts as to form and content.
3. The City Manager is authorized to negotiate and approve any needed construction change orders not to exceed \$100,000.

Effective Date of this resolution is the day after the adoption date, which is: May 3, 2022.
Adopted by the City Council of Newberg, Oregon, this 2nd day of May, 2022

Sue Ryan, City Recorder

Attest by the Mayor this 4th day of May, 2022.

Rick Rogers, Mayor

REQUEST FOR COUNCIL ACTION



Date Action Requested: May 2, 2022

Order ☐ Ordinance ☐ Resolution ☐ Motion ☐ Information ☐

No. 2022-3815

Subject: A resolution authorizing the City Manager Pro Tem to enter into a construction contract with Concrete Solutions, Inc. for the 2022 Safe Routes to School Sidewalk and ADA Curb Ramp Project for \$104,690.00.

Staff: **Brett Musick, Senior Engineer**
Department: **Public Works Department - Engineering**
File No.

Business Session

Order On Agenda: Consent

Hearing Type: None

Recommendation:

Adopt Resolution No. 2022-3815.

Executive Summary:

Safe Routes to School (SRTS) is a program in Oregon that aims to make school communities safer by combining engineering tools and enforcement with education about safety to encourage students to walk and bicycle to school. SRTS plans not only improve safety, they also encourage physical activity, increase access to school, and reduce traffic congestion and motor vehicle emissions.

To ensure the safety of students and reduce barriers for students walking and biking to school, the City of Newberg partnering with the Newberg School District, Yamhill County, Oregon Department of Transportation (ODOT), and the wider community completed Phase 1 of the Edwards Elementary Safe Routes to School Plan in June 2020.

The City of Newberg was awarded a \$122,000 Safe Routes to School construction grant from the Oregon Department of Transportation in December 2020 to implement elements from the Edwards Elementary Safe Routes to School plan. The grant has been fully executed. The overall grant project includes elements that have been, or will be, self-performed by Public Works Maintenance crews and also includes the sidewalks along S Blaine Street constructed as part of the Memorial Park Sidewalks Project. A requirement of the grant is that the City is to provide matching funds for costs of the grant project in excess of the grant amount. The matching funds will be from gas tax revenues.

Portions of the Oregon Department of Transportation Safe Routes to School grant project included in the 2022 Safe Routes to School Sidewalk and ADA Curb Ramp Project are:

- Installation of sidewalk on the east side S Blaine Street between E Fifth Street and E Sixth Street.
- Installation of three ADA curb ramps on the east side of the intersection of S Blaine Street and E Sixth Street.

- Installation of four ADA curb ramps on the west side of the intersection of S River Street and E Sixth Street.

On March 21, 2022, staff advertised for bid the 2022 Safe Routes to School Sidewalk and ADA Curb Ramp Project for portions of the Oregon Department of Transportation grant project. On April 14, 2022, the City received and opened three bids from:

Concrete Solutions, Inc.	\$104,690.00
R & R General Contractors, Inc.	\$115,225.00
Pacific Excavation	\$168,690.00

The bid received from Concrete Solutions, Inc was determined to be responsive.

The total amount of the grant funding is \$122,000.00. Matching funds for costs of the grant project in excess of the grant amount will be from gas tax revenues. Construction will occur this summer.

Fiscal Impact:

The grant will fund a large portion of the construction of the project.

Strategic Assessment:

2020 Council Goals:

Sidewalks in the City of Newberg are a priority of the Community Vision and meet the DEI and Sustainability Goals of the Council.



A Resolution authorizing the City Manager Pro Tem to enter into a construction contract with Concrete Solutions, Inc. for the 2022 Safe Routes to School ADA Curb Ramp Project for \$104,690.00

Recitals:

1. Safe Routes to School (SRTS) is a program in Oregon that aims to make school communities safer by combining engineering tools and enforcement with education about safety to encourage students to walk and bicycle to school. SRTS plans not only improve safety, they also encourage physical activity, increase access to school, and reduce traffic congestion and motor vehicle emissions.
2. To ensure the safety of students and reduce barriers for students walking and biking to school, the City of Newberg partnering with the Newberg School District, Yamhill County, Oregon Department of Transportation (ODOT), and the wider community completed Phase 1 of the Edwards Elementary Safe Routes to School Plan in June 2020.

3. The City of Newberg was awarded a \$122,000 Safe Routes to School construction grant from the Oregon Department of Transportation in December 2020 to implement elements from the Edwards Elementary Safe Routes to School plan. The grant has been fully executed. The overall grant project includes elements that have been, or will be, self-performed by Public Works Maintenance crews and also includes the sidewalks along S Blaine Street constructed as part of the Memorial Park Sidewalks Project. A requirement of the grant is that the City is to provide matching funds for costs of the grant project in excess of the grant amount. The matching funds will be from gas tax revenues.

4. On March 21, 2022, staff advertised for bid the 2022 Safe Routes to School Sidewalk and ADA Curb Ramp Project.

5. On April 14, 2022, the City received and opened three bids.

6. The submitted bid from Concrete Solutions, Inc. is determined to be responsive.

The City of Newberg Resolves as Follows:

1. The City Council, acting as contract review board for the City, does hereby authorize the City Manager Pro Tem to execute a construction contract with Concrete Solutions, Inc to complete the 2022 Safe Routes to School Sidewalk and ADA Curb Ramp Project for \$104,690.00.
2. The City Attorney will review and approve all contracts as to form and content.
3. The City Manager is authorized to negotiate and approve any needed construction change orders not to exceed \$100,000.

Effective Date of this resolution is the day after the adoption date, which is: May 3, 2022.
Adopted by the City Council of Newberg, Oregon, this 2nd day of May, 2022

Sue Ryan, City Recorder

Attest by the Mayor this 4th day of May, 2022.

Rick Rogers, Mayor

REQUEST FOR COUNCIL ACTION



Date Action Requested: (May 2, 2022)

Order <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Motion <input type="checkbox"/> Information <input type="checkbox"/>	
No. 2022-3828	
Subject: Ratify Newberg-Dundee Public Safety Association Collective Bargaining Agreement effective July 1, 2022 – June 30, 2024	Staff: Human Resources/NDPDA Department: Administration/Police
Business Session:	Order On Agenda: Consent
Hearing Type: No Hearing	

Recommendation: Adopt **Resolution 2022-3828** ratifying the Newberg-Dundee Public Safety Association Collective Bargaining Agreement effective July 1, 2022 – June 30, 2024.

Executive Summary:

It is the desire of the city to foster the development and stability of its excellent police force. City staff has been negotiating with the Newberg-Dundee Public Safety Association (the “Association”) representatives for the new contract period July 1, 2022, through June 30, 2024. The city has been notified that on April 15, 2022, the Association members, have ratified the tentative Collective Bargaining Agreement (“Agreement”). This agreement has also been reviewed by Miller Nash.

In the first year of the contract, the Association agrees that their members will receive a 4% COLA (cost of living increase), this will be followed in year 2 by a 7% COLA. The Association has further agreed that the class and compensation study now being conducted by the city, will not open new bargaining on wages for the duration of this agreement.

In addition to wages, the city will increase the contribution to Association VEBA accounts to be equal to the employee contribution to medical, dental and vision benefits and increase the maximum sick leave cap to 1500 hours so retiring officers have more sick leave available to contribute to PERS retirement.

There are other matters addressed in the contract, such as new hire lateral hire incentives for comp and sick time and certification incentives for communications officers, as well as the creation of a new Forensic Detective position. Because of the fast-moving nature of forensic work, training and certifications are ongoing. The Newberg-Dundee forensics lab is highly regarded throughout Oregon and salaries are very competitive. For staff retention and development, a new grade and salary step structure has been created.

Fiscal Impact: In 2021, there was no COLA throughout city. The Newberg-Dundee Police Association were one of the only police associations in the state that did not receive a COLA and they did so against the advice of their counsel to be in solidarity with the citizens of Newberg who were suffering during the pandemic. The national atmosphere on policing has also created mass departures across the state with every police force hiring for vacant positions. Newberg-Dundee Police have not offered incentives or hiring bonuses, preferring to provide good, stable, and competitive wages. The 4% COLA on July 1, 2022 is equivalent to the percentage offered to the AFSCME union members and costs \$219,635. The 7% COLA on July 1, 2023 will cost \$384,255 and is anticipated to provide stability in the force. These numbers include the additional benefits outlined above.

Strategic Assessment: The financial matters addressed in this Agreement help benefit the community. It’s essential to maintain quality public safety (police and dispatch services) and fair compensation for police and dispatch personnel.

RESOLUTION No. 2022-3828

A Resolution: A RESOLUTION TO RATIFY THE NEWBERG-DUNDEE PUBLIC SAFETY ASSOCIATION COLLECTIVE BARGAINING AGREEMENT EFFECTIVE JULY 1, 2022 – JUNE 30, 2024.

Recitals:

1. City staff has been negotiating with the Newberg-Dundee Public Safety Association (the “Association”) representatives for the new contract period July 1, 2022, through June 30, 2024.
2. The Newberg-Dundee Public Safety Association ratified the proposed agreement on April 15, 2022.
3. Recommendation: Adopt **Resolution 2022-3828** ratifying the Newberg-Dundee Public Safety Association Collective Bargaining Agreement effective July 1, 2022 – June 30, 2024.

The City of Newberg Resolves as Follows:

1. The City approves the Agreement between the City and the Association, which is attached hereto as Exhibit “A” and by this reference incorporated.
2. The City Manager is authorized to execute the Agreement with the Association on behalf of the City. The City Manager is further delegated the authority to approve minor amendments to the Agreement; interpret language to the Agreement on behalf of the City; enter memorandums of understandings concerning the interpretation and disputes arising under the Agreement; and negotiate settlements of disputes concerning interpretation of the Agreement.
3. The City Attorney has reviewed and approved the Agreement as to form and content.

Effective Date of this resolution is the day after the adoption date, which is: May 3rd, 2022.

Adopted by the City Council of Newberg, Oregon, this 2nd day of May 2022

Sue Ryan, City Recorder

Attest by the Mayor this 5th day of May, 2022.

Rick Rogers, Mayor

COLLECTIVE BARGAINING AGREEMENT

**THE NEWBERG-DUNDEE PUBLIC SAFETY ASSOCIATION
And
THE CITY OF NEWBERG, OREGON**

July 1, 2022 - June 30, 2024

EXHIBIT A – RESOLUTION 2022-3828

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EXHIBIT A – RESOLUTION 2022-3828

PREAMBLE

A working Agreement entered into by and between the CITY OF NEWBERG, OREGON, hereinafter called the "City" and the NEWBERG-DUNDEE PUBLIC SAFETY ASSOCIATION, hereinafter called the "Association,"

ARTICLE 1. RECOGNITION

1.1 BARGAINING AGENT AND BARGAINING UNIT

The City recognizes the Association as the exclusive bargaining agent in all matters of wages, hours, and conditions of employment for all police officers, corporals, communication officers, records & evidence technician, administrative assistants, forensic detective, and regular part-time employees, excluding limited duration employees (employees hired to work a period not to exceed 90 days), Captains, Sergeants, Support Services Manager, Chief of Police, and any other confidential and supervisory employees, hereafter called "employees."

1.2 MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this Agreement or the Public Employee's Collective Bargaining Act, as it relates to mid-contract changes involving mandatory subjects of bargaining or changes in a permissive subject of bargaining which impacts a mandatory subject, the City retains all of the customary, usual and exclusive rights, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. The Association recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City will include the following:

To direct and supervise all operations, functions and policies of the divisions in which the employees in the bargaining unit are employed.

To schedule work most advantageous to the parties, consistent with requirements of municipal employment, the public safety, and consistent with this Agreement.

To manage and direct the work force, including but not limited to, the right to determine the methods, equipment, uniforms, processes, and manner of performing work; the determination

EXHIBIT A – RESOLUTION 2022-3828

of the duties, qualification of job classifications, the right to hire, promote, train, demote, transfer, evaluate performance and retain employees; the right to discipline or discharge for proper cause; the right to layoff for lack of work or funds; the right to abolish positions or reorganize the department or work; the right to schedule employee vacations; the right to purchase, dispose and assign equipment or supplies; and to implement new and to revise or discard, wholly or in part, procedures, materials, equipment, facilities and standards after discussion with the Association Representatives.

1.3 LABOR-MANAGEMENT ADVISORY TEAM

The Chief of Police will continue to hold regular meetings of the Labor-Management Advisory Team. The purpose of the Labor-Management Advisory Team is to identify and review issues of concern to department personnel, to review department policies, to consider and resolve issues and to make recommendations to the Chief of Police. The Team will be comprised of the Association President and one Executive Board member together with designated management representation. Of the two Association members, one will be a police officer and one will be a communications officer. The meetings will be attended by on-duty personnel subject to call and without loss of pay.

1.4 MATTERS NOT COVERED

In matters not covered by specific language of this Agreement, the City retains the exclusive right to take action(s) and to continue for the term of this Agreement, the practices and policies of the department which are the status quo as of the date of this Agreement by reason of mutual knowledge, acceptance and repetition. Such action(s) will not be subject to the grievance procedure contained herein, except as provided by law.

ARTICLE 2. ASSOCIATION SECURITY AND CHECK-OFF OF DUES

2.1 DUES DEDUCTIONS

The City agrees to deduct the Association membership dues from the pay of each member of the bargaining unit. The amount to be deducted will be certified, to the City by the Association. The aggregate deduction of those members will be remitted together with an itemized

EXHIBIT A – RESOLUTION 2022-3828

statement to the Association by the tenth (10th) day of the succeeding month after such deductions are made.

2.2 EMPLOYER NOTICE TO ASSOCIATION OF ALL EMPLOYEES AND THEIR STATUS

The Employer will furnish to the Association, on a current basis, notice of all regular employees and part-time employees as defined in Article 4 who have been hired, rehired, laid off or terminated.

2.3 INDEMNIFICATION BY ASSOCIATION: CORRECTION OF ERRORS

The Association agrees to defend, indemnify, save and hold the City harmless from, for and against any and all claims arising from the application of this Article. The Association and employees will cooperate to correct withholding and payroll errors.

ARTICLE 3. CONTINUATION OF WORK

3.1 NO STRIKE PROVISION

The City and the Association agree that the public interest requires efficient and uninterrupted performance of all Police services and to that end pledge their best efforts to avoid or eliminate any conduct to the contrary of this objective. Specifically, during the term of this Agreement the Association will not cause or condone any work stoppage, slow-down, refusal to perform any customarily assigned duties, sick leave absence which is not bona-fide, or other interference with Police functions by employees of the bargaining unit under this Agreement. Should same occur, the Association agrees to take appropriate steps to end such interference.

3.2 ASSOCIATION'S RESPONSE TO WORK STOPPAGE AND CAUSE FOR EMPLOYEE TERMINATION

Upon notification in writing by the City to the Association that any of the Association's members are engaged in work stoppage, the Association will, immediately, in writing, order such members to immediately cease engaging in such work stoppage and will provide the City with a copy of such order. In addition, the Association will use their best efforts to end such interference. Any violation of this Article on the part of an employee in the bargaining unit will be cause for disciplinary action, up to and including termination.

EXHIBIT A – RESOLUTION 2022-3828

ARTICLE 4. EMPLOYEES

4.1 REGULAR EMPLOYEE

A Regular Employee is one who is hired to work at least 40 hours a week.

4.2 REGULAR PART-TIME EMPLOYEE

A Regular Part-time Employee is one who is hired to regularly work more than 85 hours per month.

4.3 LIMITED DURATION EMPLOYEE

A limited duration employee is one who is hired for 90 calendar days or less and has no entitlement to benefits or seniority rights and is paid an established hourly rate. Any extension requires the approval of the City and the Association.

4.4 EMPLOYEE EVALUATIONS

A member's evaluations shall be completed within sixty (60) days of the member's anniversary / hire date. The evaluation shall only encompass performance during that one (1) year period unless it is an ongoing issue. Performance issues falling outside of the evaluation period shall be addressed on the employee's subsequent evaluation.

It is understood that there may be exceptions to meeting this sixty (60) day requirement due to extraneous issues. This could include sickness, vacation, extended training, internal investigation, officer's portion not being returned with timeliness, etc. If this were to occur, the evaluating supervisor will note the reason(s) on the officer's evaluation.

ARTICLE 5. PROBATIONARY PERIOD

5.1 PROBATIONARY PERIOD

The probationary period will be eighteen (18) months for all employees. The probationary period may be extended for an additional six (6) months with mutual agreement between the City, the Association and the Employee. Prior to completion of the probationary period, employees may be discharged with or without cause and such discharge is not subject to Article 13, related to grievance and dispute resolution.

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5.2 PROMOTIONAL PROBATIONARY PERIOD

All promotions will be subject to a 12-month "probationary period." If performance is not satisfactory during or at the completion of this period, the employee who is or was covered by this Agreement, will be returned to their former classification. Employees who are or were members of the bargaining unit and are serving a promotional probationary period will retain seniority rights. For purposes of this Article, promotional positions are Sergeant and Communications Supervisor.

5.3 SPECIAL CIRCUMSTANCES

During a probationary period if an employee is absent from regular duty or unable to perform the full range of position duties, the probationary period will be extended for a period of time equal to the time affected by the absence or limitation to the duties.

ARTICLE 6. SENIORITY

6.1 SENIORITY STATUS

An employee will establish seniority when he/she becomes a regular employee of the bargaining unit. An employee acquires seniority status based upon their first date of employment or re-employment.

6.2 LAYOFF AND REHIRE

Seniority by classification for a regular employee will prevail in the case of layoff or rehire where qualifications are equal. The last employee hired will be the first employee laid off and the last employee laid off will be the first employee rehired. If there is any question of any senior employee being qualified to perform the work available in the case of layoff and rehire, the City must show cause for not rehiring or laying off such senior employee.

6.3 PROMOTION

Where qualifications are equal, promotions will be based on performance and evaluations.

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6.4 SELF-DEMOTION

An officer who determines after promotion out of the Association, to self-demote, will be readmitted to the Association if mutually agreed upon by the Association and the officer. If re-admission to the Association is permitted, the officer will regain their original seniority date and all associated benefits starting on the re-admission date.

6.5 BREAK IN SENIORITY

A break in seniority will occur if an employee resigns or is discharged for cause. A break in seniority will also occur if an employee has a total lapse of employment of 12 months due to non-occupational illness or injury; or except as otherwise required by law 12 months or more due to an authorized leave of absence or layoff.

6.6 SAME DATE OF OBTAINMENT OF STATUS

In the event two (2) or more employees reach regular status on the same date, the date of written application of such employee filed with the City for the position involved will establish seniority.

6.7 SENIORITY LIST

On or by January 15th of each year of this Agreement, the City/Department and the Association will meet to review and agree upon a list of police officers and a list of communications officers showing the respective officers' seniority in the department from the highest seniority police officer and communications officer to the lowest seniority.

ARTICLE 7. HOURS OF WORK AND OVERTIME

7.1 HOURS OF WORK - REGULAR FULL TIME

The work week shall consist of forty (40) hours of work in seven (7) consecutive calendar days commencing with the first workday of the employee's regular work schedule. Workdays shall consist of twenty-four (24) hour periods commencing with the first work day of the employee's regular work schedule. The intent will be to maintain regularly scheduled workdays of not less than eight (8) hours per day for regular full-time employees.

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The starting and expiration times will be consistent with the schedule outlined by the Chief of Police. Days off will be consecutive, except during times of normal shift rotations. Members may propose schedule changes for review by the Management Advisory Team, with the Chief of Police retaining final authority over approving and implementing schedule changes. Other shifts may be implemented by the Chief of Police; nothing in this Agreement will preclude the City and an employee (or employees) from agreeing to a temporary modification of the employee(s) regular shift.

Nothing in this Agreement precludes the City from mandating overtime work nor from changing payroll processing and pay cycle during the life of this Agreement.

The Department will make best efforts to contact an employee for shift changes occurring with less than seventy-two (72) hours' notice. For the purposes of this Article, "notice" means the employee has been contacted in person, on the telephone or by an electronic transmission and the employee's response to such communication indicates their knowledge of such schedule change. It is also agreed that no additional compensation will be paid for this interactive communication. Shift changes for regular employees with less than 48-hours' notice will implement the call out provisions in paragraph 7.4 of the Agreement, except those shift changes required to cover an absence due to injury or illness. Shift changes made to cover an injury or illness will only implement the call out provision if less than two (2) hours' notice is given.

Upon mutual agreement of the employees involved, the City may shift a workweek by one day, grant an additional day off at the end of the preceding days off, and reduce the concluding days off by one (or make other similar arrangements).

For patrol officers with forty-eight (48) hours' notice or more, the City may adjust the start time of a shift or extend the shift. When a shift extension or "early call in" is necessary with less than forty-eight (48) hours' notice, the employee will be paid at the overtime rate for hours of work not normally scheduled unless the change is mutually agreed.

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For patrol officers with forty-eight (48) hours' notice or more, the City may adjust the start time of a shift or extend the shift. When a shift extension or "early call in" is necessary with less than forty eight (48) hours' notice, the employee will be paid at the overtime rate for hours of work not normally scheduled unless the change is mutually agreed.

For Communications Officers, when a shift change is required, and with forty-eight (48) hours' notice or more, the City may adjust the shift a maximum of four (4) hours forward or as a holdover.

When Communications Officers are asked to sign up for an overtime shift, the City will not thereafter adjust that overtime shift in a manner that reduces the Communications Officer's anticipated overtime opportunity, with less than forty-eight (48) hours' notice, or an otherwise mutually agreed upon arrangement between the involved employees and the City.

If an employee assigned the anticipated overtime does not wish to give up the anticipated overtime, the employee who first requested the time off that precipitated the overtime, will be required to take the time off he or she originally requested.

If an employee works over 40 hours in a work week and the employee wishes to take comp time off during that week that has not been scheduled for at least 48 hours, that time off will be handled as a shift adjustment commensurate to the amount of the actual number of overtime hours worked, not the expanded hours.

EXAMPLE: A CO works 12 hours on Thursday and on their Friday, wishes to leave four hours early that had not been previously scheduled. The four hours worked on Thursday will be traded for the four hours taken off on Friday. No overtime or comp time is earned by the employee and the city does not pay overtime or comp time for hours not worked.

7.2 OVERTIME

The following will be regarded as hours worked for the purpose of computing overtime hours for all employees: time off in lieu of holidays; compensatory leave; vacation leave; and time on the job. Under the current dispatch model, if all budgeted dispatch positions are not filled and

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released for solo performance, then sick leave of said dispatchers will be considered hours worked.

Overtime which has been specifically authorized by supervisory or command personnel and is performed in excess of forty (40) hours in an employee's work week will be paid at the overtime rate of one and one-half (1-1/2) times the employee's regular rate computed in accordance with the Fair Labor Standards Act (FLSA). Voluntary shift trades do not affect hours of work in accord with the FLSA. Regular rate equals base pay plus all additions to pay which the employee is entitled to under this contract. Under no condition will overtime compensation be received twice for the same hours worked.

Employees attending scheduled department meetings or events during their off-duty time will be paid at the overtime rate for hours present at the meeting or event, applicable to the employees' forty (40) hour work week. In all cases, attendance and subsequent overtime must be with prior approval. A meeting or event with less than forty-eight (48) hours' notice will implement the call out provision in paragraph 7.3.

If overtime is scheduled for an employee and the employee voluntarily goes home early, overtime stops. If the employee is mandated to go home, overtime continues through the remainder of the scheduled overtime period.

If with less than forty-eight (48) hours' notice, an employee is mandated to return to work from a previously scheduled vacation, comp, or holiday time taken off, the employee will earn overtime in addition to the vacation, comp or holiday time taken, or can opt to reduce the number of hours the employee returned to work from the employee's time taken bank. It is expected that the employee makes reasonable efforts to contact the court in advance of planned vacation, comp, holiday or sick time.

If an employee is on approved federal or state leave time off and is subpoenaed to court, the employee is not eligible for overtime. Rather, the employee will be permitted to take additional time off commensurate with the time spent in court.

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Employees cannot make themselves available for an overtime opportunity or otherwise earn overtime by taking vacation, comp or holiday bank time, unless it is mutually agreed upon by the employee and department.

The health and safety of the employees of this Department is of utmost importance to the city and police administration. It is also recognized that investigations and circumstances in the field of emergency services can dictate hours worked to accomplish the goals of the investigation and department. To that end, the City/Department will make every effort to ensure that employees have a minimum of eight (8) consecutive hours off between shifts or, either before or after court appearances, subject to the operational needs of the Department. Additionally, if an employee works more than 16 hours during a single block of time, the employee has the option of taking all hours worked in excess of 16 hours at the overtime rate of pay or adjusting time out commensurate with the time worked in excess of the 16 hours in accordance with the operational needs of this Department.

7.3 CALL OUT & COURT CALL BACK

Employees who are called to return to work after leaving their duty station for the day will receive three (3) hours pay at the overtime rate. A "call out" is a call to return to work and its duration will not exceed the requirements for the call out. This section will not apply to early "call in" of less than two (2) hours preceding the start of a regular shift or up to two (2) hours after the end of the shift.

Employees who are subpoenaed to court will receive three (3) hours pay at the overtime rate of pay. A "court call back" is a call to appear at any court and its duration will not exceed the requirements of the call back. This section will not apply if the "court call back" is less than two (2) hours preceding the start of a regular shift or up to two (2) hours after the end of a shift.

Members are responsible to call the court schedule recording and check the Circuit Court and Municipal Court schedule board after 5:00 p.m. on the preceding day or forfeit all rights to call out pay for court if canceled.

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Employees subpoenaed to court at the Yamhill County Courthouse who live outside McMinnville city limits will start their court call back time 30 minutes prior to their subpoenaed court time. Employees who live within the city limits of McMinnville who are subpoenaed to court at the Yamhill County Courthouse will start their court call back time 15 minutes prior to their subpoenaed court time.

Employees subpoenaed to court in another county for a court appearance will start court call back time when departing from the police department, or when departing from the personal residence if that is closer to the courthouse than the Police Department.

Employees who are subpoenaed to Newberg Municipal Court or Dundee Municipal Court will start their court call back time at the time listed on the subpoena.

A second (and any additional subpoenas) court call back or court appearance within the applicable three hour minimum calculated from the ending of the preceding court appearance, will be considered a single call back.

Meetings or events scheduled in excess of forty-eight (48) hours that are to be held on an employee's off-duty time will be paid at the overtime rate of pay, applicable to the employees' forty (40) hour work week and not the "call out" rate of pay.

Regarding DMV Hearings, the Department encourages officers to attend DMV hearings virtually. Should an officer be required to return to work or appear on a day, which is not normally part of their regular shift for a DMV hearing they will receive three (3) hours pay at the overtime rate. This section will not apply to early "call in" of less than two (2) hours preceding the start of a regular shift or up to two (2) hours after the end of the shift.

7.4 COMPENSATORY TIME OFF

If an employee elects to accrue compensatory ("comp") time in lieu of overtime pay, the comp time will accrue at the rate of time and one-half (1-1/2). No employee may accrue more than eighty (80) hours of comp time. Use of Compensation Leave will be approved by the Chief of

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Police or his designee subject to the operational needs of the Department. Requests for comp time off must be submitted to the supervisor within a reasonable time keeping in mind the supervisor's availability to respond to the request.

The City will be under no obligation to grant comp time off if to do so will require coverage by another employee accruing comp time. Employees who elect to accrue comp time do so with full understanding and acceptance of this requirement in the City comp time procedure, and with full understanding of employees' entitlement to be paid in full for overtime hours at the overtime rate in the applicable pay period. The parties intend that comp time will be accrued and taken only in accordance with the understandings of this paragraph.

When an employee takes comp time off and coverage is provided by a second and/or third employee, the coverage hours will be paid as overtime wages and not taken in accrued comp time. Comp time off requests will not be approved if it will cause the second and/or third employee to be paid at the "penalty rate" of overtime* applies when there is less than 48 hours' notice.

Denials of comp time off are not subject to grievance.

Employees may elect to cash in up to forty (40) hours of compensatory time on November 1st of each calendar year.

A new hire who possesses a basic Police Officer Certification from Oregon DPSST, or an equivalent police certification from another state, or a Telecommunications Certification from DPSST, or an equivalent certification from another state, shall be credited with forty (40) hours of compensatory time off upon commencement of employment.

* Penalty rate of overtime is equivalent to the "call back" rate or an automatic three (3) hours of overtime regardless if worked three (3) hours or one (1) hour. Scheduled overtime with more than forty-eight (48) hours' notice is time worked in excess of forty (40) hours.

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7.5 STAND-BY

A person on call is required to carry a phone and be able to respond to calls and return to work within forty-five (45) minutes. Stand-By status is directed by the City for a specific duration.

7.6 TRAINING

All required training time will be counted as time worked. The City will reimburse, per City Personnel Rules and Regulations, the cost of meals during training required by the City, but not department sponsored training in the greater Newberg-Dundee area. The City may place an employee on an administrative five (5) days of eight (8) hour shifts in conjunction with non-department sponsored training of more than four (4) days' duration. This clause shall not apply to any employee required to attend the DPSST police or communications academy necessary for the employee's ability to become a certified police or communications officer in this state. In these events, required or voluntary training time in excess of forty (40) hours in the work week, will be paid at the overtime rate of pay but must have prior supervisory authorization to attend.

7.7 MANDATORY TRAINING

All employees required to travel outside the corporate city limits of Newberg or Dundee for training or other reason shall have all such time considered as hours worked regardless of whether the employee was a passenger or a driver. The City will make efforts to provide a City owned vehicle for travel. If the City cannot provide a vehicle, mileage reimbursement will be made as per IRS rules. If a City owned vehicle is offered and the employee chooses to use their personal vehicle, no mileage reimbursement will be offered or authorized.

Mandatory training is defined as training that is mandated by the Chief of Police or their designee or training required to maintain necessary certification(s) for employment within the employee's discipline for which he or she is employed as required by DPSST, APCO, or other entity recognized by both the City and the Association.

7.8 VOLUNTARY TRAINING

All employees who request to travel outside the corporate city limits of Newberg or Dundee for training or otherwise, shall have such time considered as hours worked regardless of whether the employee was a passenger or a driver. The employee will adjust their work schedule to a

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mutually agreed upon date and time to avoid incurring overtime or comp time arising from the training and/or travel. It is expected that both the City and employee will work to mutually agree upon shift adjustments sincerely and in good faith. The City will make efforts to provide a City owned vehicle for travel. If the City cannot provide a vehicle, mileage reimbursement will be made as per IRS rates. If a City owned vehicle is offered and the employee chooses to use their personal vehicle, no mileage reimbursement will be offered or authorized.

Additionally, if mutually agreed upon, an employee and the City may enter into a specific, non-precedent setting agreement to attend training.

If the mutually agreed upon shift adjustments cannot be accomplished within 30 days from the end of the training, the time will be credited to the employee's comp bank or paid to the employee, at the employee's choice. In either case, time will be earned at straight time.

7.9 WORKING IN A HIGHER CLASSIFICATION

Any employee who is required to work in a higher classification beyond ten (10) consecutive working days will receive their regular rate of pay or the base rate of pay for the work being performed whichever is higher. In the event the employee works beyond ten (10) working days, the higher rate of pay will be retroactive back to the first day worked in that position. A higher classification is defined as that of a higher rank; or a classification requiring different and higher skills than the employee's normal classification and whose wage schedule is higher than the employee's normal wage schedule.

7.10 SHIFT TRADES

Non-probationary employees in the same job classification may trade shifts in accordance with this section provided that the trade does not require work on multiple shifts on the same workday, provided however that a Communications Officer may trade one half shift with another employee. In no case may an employee pay back a trade on a workday if the scheduled shift and the pay-back hours combine to greater than twelve (12). The trade will be documented in advance on a shift trade request form provided by the City, submitted to and approved by the supervisor at least two (2) days in advance unless an exception is permitted

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by the supervisor for cause which is reasonable under the circumstances. The shift trade form will reflect the date when the parties have agreed to pay back the trade.

The time records will reflect hours of work regularly scheduled by the participants in the trade, each of whom will be paid accordingly. If a trade participant works hours in excess of the traded shift on the same workday, such hours will be paid at the overtime rate to the employee who performed the overtime work. Arrangements related to the payback of a trade are the sole responsibility of the trade participants and the City will bear no responsibility for a failure to payback.

Once a trade is approved by a supervisor, the employee who agrees to trade assumes full responsibility to work the shift. Trade and payback scenarios will not involve more than two trade participants, and a trade of a shift acquired by trade will not be permitted; trades will not be permitted if the trade scenario results in an employee working more than seven (7) consecutive days. An arrangement to trade an entire shift rotation may be documented by the parties in writing and submitted to a supervisor at least thirty (30) days prior to the rotation. At the end of the traded shift rotation, the employees revert to their regular place in the rotation, unless otherwise assigned.

7.11 MEAL PERIODS AND REST BREAKS

A. Communications Officers, and Police Officers.

Communications Officers and Police Officers, provide services in emergency situations which may preclude taking a break or meal period altogether or delay them. Breaks and meal periods are paid time, and, if missed, no additional compensation will be due the employee.

Employees and supervisors will devote best efforts to facilitating that breaks and meal periods are taken within the shift.

Employees working an eight (8) hour shift, or ten (10) hour shift will have two paid fifteen (15) minute breaks during the shift approximately halfway through each half of the shift.

The eight (8) and ten (10) hour shift will have a thirty (30) minute paid lunch period.

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Provisions of the subsection will not apply to employees attending approved training or educational programs. In such cases, any rest periods or lunch breaks will be as designated by the person(s) in charge of the program.

B. Police Records Clerks/Evidence Technician(s):

Police Records Clerks and Evidence Technicians will be scheduled to work Monday through Friday, 8 a.m. - 5 p.m. and, except for emergency situations, will receive two (2) paid fifteen (15) minute breaks during the shift approximately halfway through each half of the shift and a one (1) hour unpaid lunch period, or as mutually agreed. During meal periods no work will be performed.

C. BOLI Rules Not Applicable:

The rules promulgated by the Bureau of Labor and Industries Commissioner pursuant to ORS 653.261(1) do not apply to employees covered by this Agreement, which prescribes rules herein pertaining to conditions of employment, including meal periods and rest periods, as provided in this Article. The exclusive remedy for any alleged violation of these provisions will be through Article 13 Grievance and Dispute Resolution.

ARTICLE 8. HOLIDAYS

8.1 HOLIDAY BANK

A. CERTAIN HOLIDAYS SUBJECT TO HOLIDAY BANK

All holidays will be placed in a holiday bank except for the following holidays, which are considered to have significant family orientation:

- Thanksgiving Day
- The Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

These holidays will be paid in the manner previously paid for holidays and time worked during holidays in accordance with paragraph C of this section for holidays of significant family- orientation. All other holidays (8 holidays) will be placed in the holiday bank.

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B. HOLIDAY BANK OPERATION

The Chief of Police and the City has authorized eighty (80) hours of time be credited to each member employee's holiday bank beginning January 1st of each year. This is consistent with the monthly accrual amount of six and sixty-seven hundredths (6.67) hours per month.

It is the responsibility of the member employee to be aware of his/her holiday bank balance. An employee cannot use more than eighty (80) hours of holiday bank time in a calendar year.

Time used from an employee's holiday bank may be taken for any day an employee chooses. Time off using holiday bank time will be granted in accordance with Article 9.5 of this Agreement. Requests and uses of time from an employee's holiday bank must be for a minimum of one full work shift or more. For this, an employee must take one full work shift and can, if desired, take a portion of their next immediately scheduled work shift. Next immediately scheduled work shift means that shifts cannot be separated by an otherwise scheduled day off. An employee cannot take a portion of a shift first and then one full shift the next scheduled workday.

In the event the member employee leaves the employment of the City and has not used their holiday bank consistent with the hours accrued at six and sixty-seven hundredths (6.67) hours per month at the time of separation, the City will pay the employee the balance of the unused time in the employee's final paycheck.

Such holiday hours if not taken by the member will be paid in December's paycheck of each year. An employee may not use holiday bank time that has not yet been accrued.

Example: If a member takes Labor Day off, they would be paid for Labor Day and that time could be deducted from their holiday bank time if the employee chooses, or the employee could have the time taken from accrued vacation time or available comp time. If they work on Labor Day, they would be paid, their regular salary, and no time would be deducted from their holiday bank. At the end of the year, they would be paid for that

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holiday when their holiday bank is paid. This means that they would be paid twice for working on Labor Day-once for the work they performed and once for their holiday bank. If they take a holiday off work, the members may choose to use accrued vacation hours and/or available comp time for that holiday thus maintaining their holiday bank, which would be paid to them in the December paycheck.

C. MANNER OF HOLIDAY PAY FOR CERTAIN HOLIDAYS

An employee who is assigned to shift work on a 5/8 schedule plan will be paid their regular wages for those hours worked on a holiday for which the holiday has been placed in the Holiday Bank as defined in this article, subsection A. An employee who is assigned to shift work on a 4/10 schedule plan, will be paid at their regular wages for those hours worked on a holiday for which has been placed in the Holiday Bank, as defined above.

An employee who is assigned to shift work, (5/8's or 4/10's) and who has a holiday of significant family orientation, as stated in this Article, Subsection A, fall on their regularly scheduled workday will be paid at his or her regular wages for all hours actually worked on that holiday.

In addition to the above an employee who is assigned to shift work, (5/8's or 4/10's) and who has a holiday of significant family orientation, as stated in this Article, Subsection A, fall on their regularly scheduled work day will be paid at the rate of one and one-half (1 LA) times the employee's regular wages for all hours worked or receive comp time at one and one-half (1-1/2) time for all hours actually worked.

Shift work employees whose regular day off falls on any holiday of significant family orientation, will be paid their regular rate of pay, eight (8) or ten (10) hours, whichever is applicable.

Holidays as defined, for shift work employees will be observed on the actual calendar holiday.

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Employees normally scheduled Monday through Friday, 8 a.m. -5 p.m. or similar, are not considered shift workers. Those employees not scheduled to work shift work, at the discretion of the Chief of Police or their designee, will normally be scheduled off for any holiday. Holidays for non-shift work employees will be observed on a date consistent with City Policy.

All regular part-time employees, as defined in Article 4.2 will receive holidays and holiday compensation for each holiday worked or that falls on a regularly scheduled day off. Regular part-time employees who work less than eight (8) hours per workday will receive a pro-rated holiday allowance equal to the hours worked.

For shift work employees, the City reserves the right to reduce staffing numbers on holidays subject to the operational needs of the department. The selection process for this reduction in staffing will be made by seniority. The highest seniority employee has first option to work or take the holiday day off, the second highest employee in seniority has the second option to work or take the holiday day off, and selection process will be used for both police officers and communications officers, but the two divisions are separate and the reduction in staffing will be done independent of each other.

Requests to take certain holidays off must be made a minimum of seven (7) days prior to the requested holiday. Time off requests for these certain holidays will be granted on a first come first-serve basis. If there is a dispute as to whose request was submitted first, the City will grant the time off request based on the involved employee's seniority. The City will provide a time stamp machine. Employees are required to time stamp their time off request prior to submission to the supervisor.

If a holiday(s) are imbedded into a vacation request of one full work week or more, the vacation request will trump the individual holiday(s) request. Finally, as per Article 7.3, under no condition will overtime compensation be received twice for the same hours worked.

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8.2 PAYMENT FOR HOLIDAY BALANCE AT TERMINATION

Employees will be compensated for accrued but unused holidays at termination of employment at the employee's final hourly rate. If the member employee leaves the employment of the City and has used more holiday hours than would have been accrued at the rate of six and sixty-seven hundredths (6.67) hours per month at the time of separation, the employee will be required to pay the city for those hours used from any of the employee's other time accruals (vacation, comp, sick), or from the employee's final paycheck.

8.3 FOUR-TEN

For an employee working a 4/10 plan, a paid day off will constitute a ten (10) hour day.

8.4 BEREAVEMENT DAYS

All members of the Association will receive paid personal emergency leave for a death in the immediate family of three (3) days. This personal emergency leave is not deductible from the member's accrued sick leave, vacation, or comp time. Pay will be at their regular wage.

Immediate family includes current spouse, children, stepchildren, stepparent, mother, father, mother-in-law, father-in-law, sister, brother, and grandparents. The leave provided herein will be in addition to any leave the employee may be entitled to under the Oregon Family Leave Act.

ARTICLE 9. VACATIONS

9.1 VACATION ACCRUAL AND CARRY OVER

The City recognizes the employee's last date of hire or rehire as the anniversary date for vacation accrual time. Vacation hours are accrued monthly. All employees are encouraged to take their vacation during the year it is awarded. Carryover of vacation from month to month will be limited to two (2) times the annual vacation accrual an employee may earn in any given twelve (12) month period.

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9.2 VACATION DAYS EARNED

Vacation awards depend on the employee's years of continuous employment with the City determined as of their vacation anniversary date. Vacation is awarded and accrued according to the following chart:

VACATION CHART

Vacation award key:	Hours earned for each calendar month worked (96 hours)	
	Days earned per calendar month worked	
	Days earned annually	
Length of Service Based on		
Anniversary Date	Vacation Award	Maximum Vacation Accrual Award
Up to 5 Years	8 hours per month 1 day per month 12 days annually	192 Hours
5 years but 10 less than years	10 hours per month 1.25 days per month 15 days annually	240 hours
10 years but less than 15 years	12 hours per month 1.5 days per month 18 days annually	288 hours
15 years but less than 20 years	13.28 hours per month 1.66 days per month 20 days annually	320 hours

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20 years or more	14.666 hours per	
	1.833 days per month	352 hours
	22 days annually	

No vacation days will be accrued during a leave of absence without pay. When the employee receives credit for the vacation earned in the seventh (7th) month of employment, the employee will also be credited with vacation accruals for the first six (6) months of employment which will not be deemed "earned" until that time.

9.3 PART-TIME

Regular part-time employees will earn one (1) vacation day, eight (8) hours, per month, prorated to their percentage of full time of employment is charged employees who have completed six (6) months of service will be paid for all accrued and prorated vacation time.

9.4 LATERAL TRANSFERS

The City has discretion to award 40 hours of sick leave and 40 hours of comp time upon hire for any laterally transferring officer. The city will also have discretion to award a higher level of vacation and sick leave accrual if the laterally transferring officer has relevant past service at another agency.

9.5 VACATION SCHEDULES

An employee with a vacation balance of eighty (80) hours or more on January 21st and at the time of the bid, will bid and use at least forty (40) vacation hours during the calendar year. Vacation schedules will be approved by the Chief of Police subject to the operational needs of the department. Seniority vacation requests must be made between November 1st and December 20th of the year prior to the dates and will be determined based on classification seniority.

The first preference will be granted based on all bidders' first preference request based on classification seniority. Then, remaining second priority bids will be awarded based on seniority

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of those with two (2) bids. Exceptions may be made to the 80-hour block rule by the Chief of Police. Preference will be given in order of employee request for all other vacation time off on a first come first serve basis, provided however that vacation requests of a block of forty (40) hours or more will be given preference over time off requests of shorter duration. A request for vacation time off for a full work shift or more will trump any holiday or comp time request. Vacation requests of less than an employee's full shift, will be treated the same as a comp time off request.

9.5 NON-BID VACATION

Non-bid vacation may be taken in one (1) hour increments subject to department operating needs. One (1) hour increments only applies for non-sworn staff, other than Dispatch. Such requests will be approved by supervisor and considered on a first come first served basis.

ARTICLE 10. SICK LEAVE

10.1 ACCRUAL

All regular employees earn sick leave at the rate of 8 hours for each full calendar month of service to a maximum of 1,500 hours. The following formula will be used to calculate paid sick leave earned by regular part-time employees: 8 hours will be multiplied by the budgeted percentage of full-time equivalent of the employee. For example, if the employee is budgeted at 50% of a full-time equivalent, then 8 hours will be multiplied by 50%, resulting in 4 hours of earned paid sick leave each month.

A new hire who possesses a basic Police Officer Certification from Oregon DPSST, or an equivalent Police Certification from another state, or a Telecommunications Certification from DPSST, or an equivalent certification from another state, shall be credited with forty (40) hours of sick leave time upon commencement of employment.

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10.2 UTILIZATION

Sick leave may be used for non-occupational illness or injury or other reasons consistent with state law or for medical appointments. It may also be used for care of an immediate family member living with the employee.

An employee may use time from the employee's comp, vacation, or holiday time banks, in lieu of sick time as long as the following conditions are met:

- It does not cost overtime for the city to cover the sick employee's shift or any portion of the sick employee's shift.
- If vacation or holiday bank is used, it must be for an entire shift, not a portion of a shift.

Example: If an employee goes home five hours into their shift, the employee can only use sick or comp time; the employee cannot use vacation or holiday bank.

- This does not apply wherein FMLA/OFLA is instituted.

10.3 INTEGRATION WITH WORKERS COMP

Workers whose injuries require them to miss work are eligible for wage compensation, called "time-loss benefits" if the attending physician authorizes them to be away from work. The maximum amount of benefit to the injured worker is 66-⅔%.

For the first 180 days of absence (including the three-day waiting period for Workers Compensation to apply), the city will make additional payment for integration with the employees' Workers Compensation payments in order to receive their gross wages. This additional payment will not be charged against any leave the employee may have accrued.

- A. After the 180th day of absence, employee will use available leave for integration with their Workers Compensation payments to receive their gross wages, first exhausting sick leave, and then other paid leaves as permitted by FMLA/OFLA.

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- B. After the first 180 days of absence because of on- the-job injury or determination of employee negligence, a full paycheck will only be received if the employee has available sick leave or other paid leave as permitted by FMLA/OFLA.
- C. A healthcare provider certification that the employee is not able to perform job functions will be required prior to approval of such payments.
- D. To the extent permitted by law, the city may require a healthcare provider's approval for and employee to return to work after such an injury.

10.4 NOTIFICATION OF USE

In the event an employee is ill and cannot report as scheduled, the employee must report the general reason and the expected duration of their absence at least two (2) hours prior to the beginning of the scheduled workday, unless physically unable to do so. Employees will report to an on-duty supervisor. In the event an on-duty supervisor is not available, the next available supervisor, once made aware of the absence, will contact the employee. Employees on such leave will call their supervisor daily; after the third day of such leave the City may require medical verification to the extent that such medical verification is permitted by law. The City will safeguard privacy related to employee medical information.

10.5 TRANSFER OF ACCRUED LEAVE

An employee may request through the Chief of Police that some of the employee's paid sick leave be transferred to another employee who is absent from work for an extended period of time because of an injury, unexpected illness, or other reason for which the use of paid sick leave would normally be allowed. The Chief of Police will pass the request, with the Chief of Police's recommendation to the City Manager for approval. The employee receiving a donation of paid sick leave must be non-probationary and must first have used all available paid leave and vacation time. Employees transferring paid sick leave must have accrued a minimum of two hundred (200) hours of paid sick leave. All donated leave will be used in the order received. Any paid sick leave not used by the employee receiving the paid sick leave will be returned to the donor employee if the total paid sick leave is under the allowable maximum.

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10.6 SICK LEAVE INCENTIVE

If a Sick Leave Incentive program is offered to City employees in general, the Association members shall also be eligible for that program. There will be no retroactive compensation or benefit paid for this program.

10.7 HIGH ABSENTEEISM PROGRAM

The ability to attend work regularly and with reliability is regarded as a job requirement. The City may examine the total sick leave usage of each employee periodically, as reported on the Administrative Time Keeper's Report of "Hours to Date, Vacation, Sick and Compensatory" Report. This Report also will be supplied to each Supervisor and the Association.

A. HIGH ABSENTEEISM CRITERIA

Employees' use of sick leave under a combination of the following factors of illustrative criteria may indicate a pattern of high absenteeism (subject to consideration of extenuating circumstances, such as family illness) and may constitute a reasonable belief.

Except as the result of the use of leave protected under law to include, but not limited to: The Family and Medical Leave Act of 1993 (FMLA), The Oregon Family Leave Act (OFLA) and Oregon Paid Sick Leave (OPSL).

B. EMPLOYEES' RESPONSIBILITY UNDER NOTIFICATION OF POSSIBLE MISUSE

An employee who has been served with a notice of excessive absenteeism may be required to do the following:

1. Upon returning to work, certify in writing that the employee was ill or injured and unable to perform routine job functions, or facts upon which the claim of entitlement for sick leave is based.

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2. Remain at home, at the location of treatment or therapy, or enroute between these locations, unless released by the City for greater activity due to the nature of the illness or injury. Be available for call or visit by a supervisor.
3. Submit to a City-paid health care provider evaluation by a health care provider to determine the fitness for duty and the bona fides of the illness, injury or disability and/or prognosis for return to work at full or limited duty.
4. For incidents of sick leave, the employee will to the extent allowed by law, provide to the City a health care provider's certificate for each incident of illness as requested. Employees who fail to provide a health care provider's certificate upon return to work from sick leave are subject to disciplinary action.

C. DISCIPLINARY ACTION

Pursuant to Article 15, appropriate disciplinary action available under this Agreement for the misuse of sick leave may be imposed. The parties recognize that, notwithstanding the City's sick leave plan, the ability of an employee to attend work regularly is a job requirement.

10.8 FMLA

The City will administer FMLA rights in accordance with Federal and Oregon family leave laws.

ARTICLE 11. COMPENSATION

11.1 WAGE SCHEDULE

- A. Effective July 1, 2022, all classifications shall receive a cost-of-living adjustment of 4%.
- B. Effective July 1, 2023, all classifications shall receive a cost-of-living adjustment of 7%.
- C. An employee will advance one (1) step annually on the salary schedule on the employee's anniversary date provided the employee obtains an overall satisfactory performance evaluation.

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However, for the first, second and subsequent year of this Agreement, advancement for police officers from, step “A” to step “C” will be automatic upon successful completion of the basic academy (or receipt of DPSST Basic Police Certification), field training, and being designated as solo qualified by the officer’s supervisor.

Similarly, Communications Officers will advance one step on the pay grade when they reach solo status and again when they end their probationary period.

Advancement to step “C” will be no longer than eighteen (18) months from the date of hire. Step D occurs at the employee’s second anniversary. All subsequent step increases will be on an annual basis, described in the above paragraph.

11.2 PAY PERIODS

There will be one monthly pay period per month.

FORENSIC DETECTIVE POSITION

The new position of Forensic Detective will be entered into the Association on a separate pay grade. The pay grade and scale will match the non-represented Sergeant pay scale and COLAs set by the city but will not exceed the Sergeant’s pay scale. This position will have six steps. This position will be eligible to be assigned a take home vehicle. All other terms and benefits will conform to this collective bargaining agreement.

11.3 SPECIAL ASSIGNMENTS

All special assignments, as approved by the Chief of Police will receive a monthly premium of five percent (5%) of their regular base pay during the time they serve in the assignment. The position of Forensic Detective is not considered to be a special assignment and will not receive 5% premium pay.

11.4 MOTOR OFFICERS

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Officers assigned as motor officers will receive a monthly premium of five percent (5%) of their regular base pay during the time they serve in this assignment. The assignment includes bike maintenance. Assignment and duration of assignment will be according to department policy and are at the discretion of the Chief of Police.

11.5 DOG HANDLERS

Officers assigned as dog handlers will receive an additional five (5%) assignment pay adjustment during the time they serve in this assignment. Dog Handler canine training activities will be conducted on duty. Handlers are authorized two (2) hours per week at the regular pay rate for the care of the canines as part of their 40 hour per week schedule. The shift schedule will therefore be 4 days at 9.5 hours per day (38 patrol hours).

Dog Handlers accept and may resign from the position voluntarily. Acceptance of the assignment is based upon willingness to care for the animal off-duty as a family pet/household member as provided for in Wage and Hour's rules of the US Department of Labor. The parties agree that commuting to work with the dog does not constitute "hours of work" solely because the dog is in the vehicle.

Dog masters and Dog Handlers will not be entitled to a call back premium when duty concerns emergency care of their animal. Such time will be paid at either straight time or overtime if applicable.

11.6 BI-LINGUAL

Employees who are qualified by the department as bilingual in English and Spanish, or a language spoken by over ten percent (10%) of City residents as documented by the most recent U.S. Census, will receive a monthly premium of five percent (5%) of their regular base pay.

11.7 DETECTIVE ASSIGNMENT PAY

Officers assigned to work a regularly scheduled rotation as a Detective will receive an additional five (5%) assignment pay adjustment during the time they serve in this assignment.

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Assignments and duration of assignments will be according to department policy and are at the discretion of the Chief of Police.

11.8 SCHOOL RESOURCE OFFICER (SRO) ASSIGNMENT PAY

Officers assigned to work a regularly scheduled rotation as a School Resource Officer (SRO) will receive an additional five (5%) assignment pay adjustment during the time they serve in this assignment. Assignments and duration of assignments will be according to department policy and are at the discretion of the Chief of Police.

11.9 PRIMARY FIELD TRAINING OFFICER ASSIGNMENT PAY

The Police Officer and/or Communications Officer assigned as a Trainee's Primary Field Training Officer (FTO) is the person who performs the duty of reporting on the performance of the trainee using the Daily Observation Report and will receive an additional five percent (5%) assignment pay adjustment during the time he/she is assigned and performs duties as the Primary FTO. Such assignments and duration of assignments will be according to the department policy and are at the discretion of the Chief of Police. A Senior Communications Officer who works with an advanced trainee who is permitted to work dispatch desk under the general supervision of a lead worker is not paid the FTO premium for being the senior employee on duty.

11.10 PRIMARY CAD MAINTENANCE AND LEDS REPRESENTATIVE ASSIGNMENT PAY

Communications Officer assigned to serve as the Department's primary CAD Maintenance person will receive an additional five percent (5%) assignment pay adjustment during the time they serve in this assignment. Employees assigned to serve as the LEDS Representative for the Department will receive an additional five percent (5%) pay adjustment during the time they serve in this assignment. Assignments and duration of assignments will be according to department policy and are at the discretion of the Chief of Police.

11.11 CERTIFICATION PAY

- A. Intermediate Certification - Communications Officers and Police Officers who hold an Oregon Department of Public Safety Standards and Training (DPSST)

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intermediate certificate will receive an additional five percent (5%) pay adjustment during the time they have and maintain their certification while serving in their classification.

B. Advanced Certification - Communications Officers and Police Officers who hold an Oregon DPSST advanced certificate will receive an additional five percent (5%) adjustment during the time they have and maintain their certification while serving in their classification.

11.12 LONGEVITY PAY

Each employee who is a member of the bargaining unit, will receive the following additional pay to encourage longevity and employment with the City.

An additional one hundred twenty dollars (\$120) per month beginning the first full month after the ten-year anniversary date of employment with the City.

An additional two hundred dollars (\$200) per month beginning the first full month after the fifteenth-year anniversary date of employment with the City.

An additional four hundred dollars (\$400) per month beginning the first full month after the twentieth-year anniversary date of employment with the City.

The increase in longevity pay shall be effective July 1, 2017. The employee receiving such longevity pay will sign the proper authorization forms with the City.

11.13 CLOTHING ALLOWANCE FOR DETECTIVES

Police Officers assigned to work regularly scheduled rotation as a Detective will receive a clothing allowance of thirty dollars (\$30.00) per month. This clothing allowance will be paid as a regular part of the employee's wages. It will be the employees' responsibility to account for expenses for purposes of their income tax return.

11.14 CLEANING OF CONTAMINATED CLOTHING

An employee whose clothing becomes contaminated by blood or other body fluids, will submit the clothing item(s) to the City for cleaning.

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ARTICLE 12. ASSOCIATION ACTIVITIES

12.1 ANTI-DISCRIMINATION AGAINST ASSOCIATION MEMBERS

It is mutually understood that the City will not in any manner discriminate against any member of the Association as the result of such member's activities on behalf of the Association and in furtherance of the purposes of the Association. Any dispute regarding this section of the Agreement may be processed through the grievance procedure. If not resolved at the City Manager level, the employee/Association may only pursue the matter further to the appropriate State agency for adjudication. The employee/Association may not arbitrate disputes under this section.

12.2 NEGOTIATIONS

Of the Association representatives who are present at negotiations at least one will be a police officer and one will be a communications officer, if the negotiation session(s) are during their normally scheduled work time, they will be compensated for that time.

If they are present during negotiations and it is during a time when they are normally not scheduled for work, they will not be compensated. Employees and the City will cooperate in making shift trade arrangements in order to facilitate Association representative attendance at bargaining sessions. The Association will cooperate in keeping the number of Association members at any negotiation session at a reasonable number, typically no more than four (4) Association members.

ARTICLE 13. GRIEVANCE AND DISPUTE RESOLUTION

13.1 PROCEDURE

In the event an attempt to informally address the grievance is unsuccessful then this procedure shall be the exclusive means of resolving disputes arising under this Agreement. If a change in command structure should render any of the positions below vacant, the grievance procedure will be handled by the supervisor of the position. For the purpose of this Agreement, a grievance is defined as any of the following:

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- A. A claim by an employee covered by this Agreement concerning the meaning or interpretation of a specific provision or clause of this Agreement as it affects such employee.
- B. A claim by the Association concerning the interpretation or application of a specific provision or clause of this Agreement as it affects a specific member of the Association.
- C. In the event of a grievance concerning a disciplinary issue, an individual employee who does not wish the Association to pursue a grievance may notify the Association in writing at any time. A grievance which is resolved by an individual's exercise of the right to not pursue a grievance shall not constitute a precedent about the substance of the discipline and/or grievance in question.

STEP 1: After first attempting to resolve the grievance informally, the Association or any employee with notice to the Association, may claim a breach of this Agreement in writing to the employee's immediate supervisor within fourteen (14) days from the occurrence thereof, or fourteen (14) days from when the employee knew, or should have known of the occurrence. The notice will include:

- A. statement of the grievance and relevant facts;
- B. provisions of the Agreement violated; and
- C. remedy sought.

The supervisor will respond to the grievance in writing within fourteen (14) days, with a copy to the Association.

STEP 2: If still unresolved, the employee or the Association may submit the grievance within fourteen (14) days from the receipt of the supervisor's response to one of the Captains. The captain may meet with the aggrieved party and the Association. The captain will respond to the grievance in writing within fourteen (14) days with a copy to the Association.

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For communications officers, records and evidence personnel, the employee may submit the grievance within fourteen (14) days from the receipt of the supervisor's response to the Communications Operations Manager. The Communications Operations Manager may meet with the aggrieved party and the Association. The Communications Operations Manager will respond to the grievance in writing within fourteen (14) days with a copy to the Association.

STEP 3: If still unresolved, the employee or the Association may submit the grievance within fourteen (14) days from the receipt of the captain's response to the Chief of Police. For communications officers, records and evidence personnel, if still unresolved, the employee may submit the grievance within fourteen (14) days to the Chief of Police. The Chief of Police may meet with the aggrieved party and the Association. The Chief of Police will respond to the grievance in writing within fourteen (14) days with a copy to the Association.

STEP 4: If still unresolved, the employee or the Association may submit the grievance within fourteen (14) days from the receipt of the Chief of Police's response to the City Manager. The City Manager will meet with the aggrieved party, Association representatives and any other party deemed necessary. The City Manager will respond to the grievance in writing within fourteen (14) days with a copy to the Association. Written reprimands are not subject to arbitration.

A. The opportunity to have an Association representative present at a meeting in Step 3 and/or Step 4 of the grievance process shall not cause an undue delay in scheduling of said meetings with the Chief of Police or the City Manager.

STEP 5: If still unresolved, the Association may submit the grievance within fourteen (14) days of the receipt of the City Manager's response to an arbitrator.

13.2 ARBITRATION

If a grievance is submitted to arbitration, the arbitrator will be selected by the parties as follows: A list of eleven (11) arbitrators from Oregon/Washington will be requested from the Employment Relations Board, and the parties will alternately strike one (1) name from the list

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until only one (1) is left. The Association will strike the first name. The one remaining will be the arbitrator.

The arbitrator will render a decision in writing within 30 days of the close of the hearing and receipt of the briefs, if any. The arbitrator will be limited to interpreting this Agreement and determining if a violation has been committed. The arbitrator's decision will be strictly limited to those issues disputed by the parties. The arbitrator will have no authority to add to, subtract from, or modify this Agreement. The decision of the arbitrator will be binding on both parties. The costs of the arbitration exclusive of representation costs will be borne by both parties. Each party will be responsible for the cost of presenting its own case to arbitration.

13.3 TIMELIMITS

Any time limits specified in this grievance procedure may be waived by mutual consent of the parties. "Day" will be defined as calendar day. Failure to submit the grievance in accordance with these time limits without such waiver will constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will constitute a denial of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the employee or Association that the matter has been resolved. The parties may defer any potential grievance for consideration by the Labor Management Advisory Team, provided for in Article 1.3 of this Agreement.

13.4 ARBITRATION OF ASSOCIATION DISCRIMINATION CLAIMS OR EEO CLAIMS

EEO claims, will not be subject to the grievance procedure beyond STEP 3 unless the employee first agrees to be bound by the arbitrator's decision and waives, in writing, in a form acceptable to the City, the right to pursue claims in all other forums including the Bureau of Labor and Industries, the EEOC, and State and Federal Court.

ARTICLE 14. HEALTH & WELFARE

14.1 HEALTH BENEFITS

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Beginning July 1, 2011, and then for the duration of this Agreement, the City will make available and maintain for the benefit of bargaining unit employees and their families medical, dental and vision insurance benefits through the "Northwest Firefighters' Relief Association". If, during the duration of this Agreement, the Association is made aware of any real or potential change in insurance benefits(s) and/or cost(s) provided by or associated with that plan, the Association is required to immediately notify the City and the City reserves the right to re-negotiate this portion of the Agreement.

If at any time throughout the duration of this Agreement, the Association bargaining unit opts to return to the insurance carrier provided by the City, the Association will be subject to the rules of the City's insurance provider requires to opt back in. A fee to the Association bargaining unit to do so will apply commensurate with the actual costs incurred by the City in personnel costs. The City will contribute to the cost of medical, dental and vision insurance no less than ninety percent (90%) and the employees in the bargaining unit will contribute the remainder of the full premiums which will be paid by payroll deduction.

The City will contribute to HRA VEBA accounts of each bargaining unit employee a monthly amount equivalent to 10% of the cost of medical dental and vision benefits for the employee's covered tier. Should the city's payment of the employer portion of medical, dental and vision benefits drop below 90%, the percentage of the VEBA reimbursement will increase by the same percentage, for the duration of the Agreement.

14.2 LIFE INSURANCE BENEFITS

The City will continue as a minimum, the current life insurance it now maintains for its employees. The amount of the life insurance will be one and a half (1.5) times the base salary of the employee.

14.3 DISABILITY BENEFITS

The City will maintain the current disability insurance benefit for the employee.

ARTICLE 15. EMPLOYEE DISCIPLINE / TERMINATION

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15.1 DISCIPLINARY MEASURES

Disciplinary action will be for just cause. Discipline includes the following steps and will normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:

- Verbal warning or reprimand, including written documentation thereof
- Written reprimand Reduction in pay
- Suspension without pay
- Demotion
- Discharge

The City will not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures hereinafter defined in this Article. In the event a "reduction in pay" is the disciplinary action taken, the employee will have the option of using vacation time in lieu of suffering a pay reduction.

Verbal warnings and verbal reprimands are not subject to grievance. A written rebuttal may be provided by the employee and filed with the written documentation of the verbal warning or verbal reprimand.

Written reprimands are subject to grievance, however only up to and including Step 3 of the grievance process.

15.2 ASSOCIATION REPRESENTATION IN DISCIPLINE PROCESS

The City acknowledges the right of the employee to request a representative of the Association to be present at any interview where the employee reasonably believes that discipline may result from the interview. Whenever appropriate, it will be sufficient that a supervisor documents that the employee was advised that the interview will not result in discipline in order to require an employee to proceed in dialog without the presence of an Association representative.

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15.3 GENERAL PROCEDURES

A. Potential Discipline Situations. Any employee who will be interviewed at a disciplinary interview concerning an act which, if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, untruthfulness, unlawful use of force, and/or a violation of civil rights will be afforded the following safeguards:

- (1) The employee and the Association will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.
- (2) At least seventy-two (72) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose an economic sanction upon the employee as a result of the underlying incident, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with an Association representative; and the employee and the Association will be provided all available materials the City possesses related to the investigation, unless the City elects to provide a written statement of essential facts which would support any contemplated basis of discipline. When releasing information to the employee and the Association, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the workplace or in the City's relationship with a victim. In such event, the City and the Association will cooperate to meet appropriate investigative and due process needs. The employee will be allowed the right to have an Association representative present during the interview.

The opportunity to have the Association representative present at the interview will not delay the interview more than four (4) hours, except for minor complaints (incidents for which no more than an oral warning may result) which may be handled immediately

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when a representative is not readily available. However, if during the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview, or otherwise as mutually agreed.

(3) All interviews will take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

(4) The City will make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Chief or the Chiefs designee is a party to the interview, the City may schedule the interview outside the employee's regular' working hours as long as the appropriate overtime or irregular hours payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hour's payments will be made to the employee.

(5) The employee will be required to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America. Whenever a Garrity statement is obtained pursuant to this Agreement, this Agreement constitutes a waiver of the Fifth Amendment rights for purposes of giving the compelled statement to the City, and Garrity precludes admissibility of the compelled statement or the fruits thereof in any criminal proceeding which is an independent right not waived hereby. Garrity advice and acknowledgment will be accomplished in writing. The compelled statement will not be provided in any form to the District Attorney or a criminal investigator.

(6) The employee will be entitled to such reasonable intermissions as may be requested for personal necessities.

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(7) All interviews will be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section will prohibit the City from questioning the employee about information which is developed during the course of the interview.

(8) The City will tape record the interview and a copy of the complete interview of the employee will be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined and the recording is transcribed by the City, the employee and the Association will be provided a copy thereof.

(9) Interviews and investigations will be concluded without unreasonable delay.

B. This article will not prevent informal inquiry by the City or its representative following a critical incident in order to ascertain what occurred. This may include a walk through. Information obtained will be used for administrative purposes only, and the scope will be limited to facilitate the on-scene investigation and scene processing and/or preparation of a public statement.

C. This Article 15.3 relating to general procedures will not apply to a criminal investigation conducted by another law enforcement agency.

D. Use of force situations will be governed by the Agreement, police department policy, and the process developed for Yamhill County as required by ORS 181A.775-181A.815 and other provisions implementing 2007 SB 111.

15.4 FAIRNESS AND DUE PROCESS

Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based (i.e., date/time/place), notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or their designee.

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If the essential facts which support the allegations are not described in detail in the written notice, the City will provide the Association and the affected employee with all the documents which are relied upon.

The City's practice is to afford employees the opportunity to consider, accept and/or comment upon all discipline for at least twenty-four (24) hours before final issuance. If the employee's interests are not met, then the employee or the Association may submit a written rebuttal to a documented discipline which will be maintained with the record of discipline. When discipline is to be imposed and the notice of pre-disciplinary due process is given, documents upon which the City has relied may be provided to the Association and the affected employee in lieu of a description of facts in the notice itself.

15.5 AVOIDANCE OF EMBARRASSMENT

If the Chief of Police has reason to discipline an employee, the Chief of Police will make a reasonable effort to investigate and impose such discipline in a manner that will not unduly embarrass the employee before other employees or the public.

15.6 DISCIPLINARY RECORDS RETENTION

Personnel records will be maintained as prescribed by OAR 166-200-0090 (4) and (7). Any records, if removed, will be retained in a separate system of records in the office of the City Attorney for use in civil litigation response, charges of unevenly applied discipline or failure to represent. Removal upon employee request will be determined by the City based on considerations of accuracy, timeliness, and relevance to City purposes.

ARTICLE 16. SAVING CLAUSE

If any Article or Section in this Agreement, or any addendum thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, the Article or provision will not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid will remain in full force and effect. The parties will enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section that has been declared invalid. If the parties are in

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disagreement about an item and whether in fact it has been rendered invalid, then this item will be temporarily inoperative pending a resolution of the matter.

ARTICLE 17. RETIREMENT

17.1 EMPLOYEE CONTRIBUTION UNDER PERS

The City will pay six percent (6%) PERS pick-up contribution to the Oregon Public Employees Retirement System (PERS) and/or OPSRP in accordance with state law. The City will pay the full contribution provided for by the plan.

17.2 UNUSED SICK LEAVE

Upon retirement or disability retirement, the City will report one hundred percent (100%) of the employee's un-used sick leave to PERS so PERS can use the reported amount to calculate employee's retirement allowance in accordance with ORS 238.350 and applicable PERS rules for employees enrolled in PERS; a similar benefit provided for in the City Retirement Plan will be continued in accordance with the Plan document.

ARTICLE 18. TERM OF AGREEMENT

This Agreement will be effective and retroactive to July 1, 2022 upon signing by both the City and the Association, and will remain in full force and effect through June 30, 2024. This Agreement shall remain in full force and effect during the period of negotiations for a successor agreement.

ARTICLE 19. DRUG TESTING PROVISIONS

The Newberg-Dundee Police Department implements the following Substance Abuse Policy to become effective upon execution of the Agreement:

It is the policy of this Department that the critical mission of law enforcement services justifies maintenance of an alcohol and drug-free work environment. Furthermore, the law enforcement profession has several uniquely compelling interests that justify the use of employee alcohol and drug testing and other reasonable restrictions designed to produce an alcohol and drug-free working environment. The public has a right to expect that those who are sworn to protect

EXHIBIT A – RESOLUTION 2022-3828

them are at all times both physically and mentally prepared to assume these duties. Therefore, to ensure the integrity of this Department and to preserve public trust and confidence in an alcohol and drug-free law enforcement profession, this department has adopted the following:

A. Prohibited Conduct.

The following conduct is specifically prohibited:

1. Buying, selling, consuming, distributing, or possessing drugs or alcohol during working hours, including rest and meal periods, except in conjunction with the performance of work duties (confiscated evidence, approved undercover operations, etc.)
2. Reporting for work or returning to duty under the influence of alcohol or drugs. An employee while on duty is considered “under the influence” of alcohol if their alcohol concentration is .001 BAC or more. Alcohol concentration levels measuring less than .001 BAC are considered a negative result. An employee is considered to be “under the influence” of drugs, if the employee tests positive for having such substances present in their body.

In no event will an employee consume any kind of alcoholic beverages within four (4) hours of the time they are scheduled to report for work. Where an employee is subject to callout and they have consumed alcoholic beverages within the preceding eight (8) hour-period, the employee will be required to advise their supervisor of that fact, the amount and when the alcohol was consumed.
3. Failing to promptly report arrests, convictions and or/plea bargains for an alcohol or drug related criminal offense to the Chief of Police and/or designee, respective of the jurisdiction where such action was taken.
4. Failing or refusing to promptly submit to testing as long as reasonable suspicion is present. An employee may not delay a test by requesting Association representation, due to the dissipation of alcohol or controlled substances over time. However, the employee may request to be accompanied to the test site by a witness in addition to the supervisor involved.
5. Giving false, diluted, or altered samples or obstructing the testing process.

EXHIBIT A – RESOLUTION 2022-3828

Drugs include but are not limited to the following controlled substances: opiates, cocaine, marijuana, phencyclidine, amphetamines / methamphetamines, and barbiturates. However, drugs does not include prescription and over-the-counter medications that are lawfully prescribed and used in a manner consistent with a physician's instructions and/or medication warnings.

Employees who engage in any prohibited conduct will be subject to discipline, including discharge.

B. Disclosure of Medications:

Employees are responsible for consulting with their physician and carefully reviewing medication warnings, including any warning pertinent to the effects of use of a combination of medications. Employees who are using over-the-counter or prescribed medications which have any reported side effects that the employee could reasonably believe affects their ability to safely perform all essential job duties must notify their supervisor of the substance taken and its side effects before the employee is allowed to continue their job assignment. Employees are eligible to utilize sick leave benefits pending receipt of acceptable verification.

Although the use of prescribed and over-the-counter medication as part of a medical treatment program is not grounds for disciplinary action, failure to fully disclose the use of substances which the employee could reasonably believe impairs the safe performance of essential job duties; illegally obtaining the substance or use which is inconsistent with prescription labels will subject an employee to disciplinary action.

C. Employee Testing.

The City may require employees to submit to breath, urine, and blood substance testing in accordance with City policy and in a manner not inconsistent with this Agreement.

Tests may be conducted for reasonable suspicion. Reasonable suspicion is based upon articulable observations concerning the appearance, unusual behavior, speech, breath/odor, body symptoms, or other reliable indicators that an employee has consumed drugs and/or alcohol. Reasonable suspicion will include but is not limited to personal involvement in an accident or incident resulting in significant personal injury to self or others, or a traffic accident involving personal injury or property damage in excess of two thousand five hundred dollars

EXHIBIT A – RESOLUTION 2022-3828

(\$2500.00). In such event, the employee will be deemed to have consented to the taking of a necessary sample by medical personnel.

Tests will be conducted at Providence Newberg Hospital (or a medical facility to which the employee has been transported) under the supervision of a Medical Review Officer qualified for DOT CDL purposes, with appropriate procedures and safeguards which apply to CDL testing. An employee may not delay a test by requesting Association representation, due to the dissipation of alcohol or controlled substances over time. However, the employee may request to be accompanied to the test site by a witness in addition to the supervisor involved.

COLLECTIVE BARGAINING AGREEMENT

Between the City of Newberg and The Newberg-Dundee Public Safety Association
For the Period of: July 1, 2022 - June 30, 2024

Will Worthey, City Manager P/T

Delwin Linck Association President

Date

Date

xxxxx , Association Treasurer

xxxxx , Association Secretary

EXHIBIT A – RESOLUTION 2022-3828

Approved to legal sufficiency

Date

Date

Adopted by the Newberg City Council on
Via Resolution No.

4885-6110-4405.1

REQUEST FOR COUNCIL ACTION



Date Action Requested: May 2, 2022

Order ☐ Ordinance ☐ Resolution ☐ Motion ☐ Information ☐

No. 2022-3822

Subject: A Resolution expressing the City Council's intent to annex that portion of parcel R3229 02100 that is within the Urban Growth Boundary and acquired for Water Treatment Plant expansion

Staff: Doug Rux, Director
Department: Community Development
File No. GEN22-0009

Business Session

Order On Agenda: New Business

Hearing Type:

Recommendation:

Adopt Resolution No. 2022-3822.

Executive Summary:

The Newberg City Council accepted the Riverfront Master Plan at an administrative public hearing on September 16, 2019 (Resolution No. 2019-3596). Since the Riverfront Master Plan acceptance several annexations have occurred to bring properties into the city limits such as the mill site, Newberg-Dundee Bypass and five properties south of E Fourteenth Street.

The next step in the annexation of land is the portion of Tax Lot R3229 02100 within the Urban Growth Boundary the City acquired from WestRock in November 2021 (Attachment 1). The land area acquired is for future expansion of the Water Treatment Plant. To that end staff is proposing that the City Council express its intent to annex the portion of the acquired property that is within the Urban Growth Boundary and authorize the City Manager Pro Tem to file the annexation application. This will start the process of annexation under the requirements of NMC Chapter 15.250 Annexations.

Fiscal Impact:

Funds have been budgeted in 01-4110-580000 Professional Services for annexing property into the city limits as part of implementing the Riverfront Master Plan.

Strategic Assessment:

2020 Council Goals:

1. Change operational culture to one focused on Customer Service and act to Resolve Ongoing Legal Disputes.

Not applicable.

2. Further develop an operational culture that adopts and cherishes Diversity, Equity, and Inclusion as core values.

Not applicable.

3. Promote development of housing affordability such as houselessness, transitional housing, workforce housing.

Not applicable.

4. Create and support an Urban Renewal Plan and Authority.

The annexed area may be added to the Newberg Urban Renewal District in the future to further implementation of the Riverfront Master Plan.

5. Collaborate with local partners and with entities like ICLEI in the development of a Sustainability program.

Not applicable.

RESOLUTION NO. 2022-3822



A Resolution expressing the City Council's intent to annex that portion of parcel R3229 02100 that is within the Urban Growth Boundary and acquired for Water Treatment Plant expansion

Recitals:

1. The Newberg City Council accepted the Riverfront Master Plan at an administrative public hearing on September 16, 2019 (Resolution No. 2019-3596).
2. The City owns a parcel of land that was acquired in November 2021 for future expansion of the Water Treatment Plant.
3. The parcel of land, R3229 02100, is located partially inside the Urban Growth Boundary and has not been annexed onto the corporate limits of the city.
4. Annexation of parcel R3229 02100 (portion with the Urban Growth Boundary) will further advance implementation of the Riverfront Master Plan and future expansion of the Water Treatment Plant.

The City of Newberg Resolves as Follows:

1. The City Council expresses its intent to annex that portion of parcel R3229 02100 within the Urban Growth Boundary into the city limits of Newberg.
2. The City Manager Pro Tem is authorized to file the required application materials for the annexation.

Effective Date of this resolution is the day after the adoption date, which is: May 3, 2022.
Adopted by the City Council of Newberg, Oregon, this 2nd day of May, 2022

Sue Ryan, City Recorder

Attest by the Mayor this 5th day of May, 2022.

Rick Rogers, Mayor

Area to Annex

REQUEST FOR COUNCIL ACTION



Date Action Requested: May 2, 2022

Order ☐ Ordinance ☐ Resolution ☐ Motion ☐ Information ☐

No. 2022-3287

Subject: A Resolution approving the FY 2022-2023 Visit Newberg (Taste Newberg) Business Plan and Budget

Staff: Doug Rux, Director; Leslie Caldwell, Executive Director

Department: Community Development

File No.GEN22-0008

Business Session

Order On Agenda: New Business

Hearing Type:

Recommendation:

Adopt Resolution 2022-3287.

Executive Summary:

The City of Newberg entered into an Agreement with Visit Newberg on May 20, 2019, to provide tourism marketing and promotion services. The effective date of the agreement was July 1, 2019 and runs for three years. The end of the initial three years is June 30, 2022. Per the Agreement Section 12. Term: "...At the end of the three year term, the Agreement will automatically renew for three one year periods unless either party wishes at any time not to extend the Agreement...."

Under Section 4. Annual Business and Marketing Plan:

- a. Beginning with the 2020-2021 fiscal year, the Contractor will prepare and submit a Business Plan to the City Council no later than three weeks before the first Council meeting of May each year. The Business Plan will contain a review of the previous year's performance and a detailed description of the services the Contractor proposes to provide in the next fiscal year, as well as a proposed budget for the next fiscal year. The Business Plan will identify activities and performance goals. Additionally, the Business Plan will contain a detailed explanation of any amendments the Contractor has made to the Contractor's bylaws. The Contractor will be fully responsible for the implementation of services and programs and the City will not control the day to-day activities and operations of Visit Newberg and its employees and agents. However, the City may provide general suggestions regarding the funding of various services or programs, which the Contractor will consider in the use of City funds.
- b. The City Council will consider the Business Plan during a Council meeting in the month of May each year, after which, the Council will determine whether to approve the Plan. If the Council approves the Business Plan, the Council will authorize continued funding of Visit Newberg for the next fiscal year. The Contractor will expend funds received from the City under this Agreement only as set out in and authorized by the Business Plan. If the Council does not approve the Business Plan and the parties cannot reach agreement on modifications, this Agreement will terminate in the same manner as if the Contractor had defaulted or breached the Agreement, pursuant to Article 13.

- c. The Contractor’s proposed budget will be prepared assuming a total budget for services provided under this Agreement of 35.06% of projected Transient Lodging Tax collections for the current year, minus the City’s annual expenditures to the Chehalem Valley Chamber of Commerce for the Visitor Center contract, and funds committed from the Transient Lodging Tax Destination Development-Marketing Grant program grant awards.

The Contractor’s annual budget will contain a reserve fund in an amount equal to at least three months of total operating expenses as defined by the Contractor’s adopted fiscal policies. The reserve fund may be used in the case of actual revenues being less than forecast and in support of activities included in the approved Business Plan. In no case will expenditures exceed actual funds payable under this Agreement. However, nothing in this section precludes the Contractor using funds secured from sources other than the City in the Contractors’ complete and total discretion.

Visit Newberg’s proposed budget includes a three-month operating expense reserve fund in accordance with Section 4.c. of the Agreement.

Visit Newberg submitted a Business Plan on April 12, 2022, in accordance with Section 4.a. of the Agreement, which was reviewed by the City Council on May 2, 2022 in accordance with Section 4.a. of the Agreement (Resolution 2022-3287, Exhibit “A”).

Fiscal Impact:

Funds for Visit Newberg are in Fund 19, 19-1110-592502 Visit Newberg Contract. A total of \$217,840 are in the proposed FY 2022-2023 budget.

Strategic Assessment:

2020 Council Goals:

- 1. Change operational culture to one focused on Customer Service and act to Resolve Ongoing Legal Disputes

Visit Newberg operates as a Destination Marketing Organization providing customer service to individuals visiting Newberg and its various tourism attraction amenities.

- 2. Further develop an operational culture that adopts and cherishes Diversity, Equity, and Inclusion as core values.

The Visit Newberg organization works to attract all individuals who desire visit Newberg’s tourism amenities which in turn promotes Diversity, Equity, and Inclusion.

- 3. Promote development of housing affordability such as houselessness, transitional housing, workforce housing.

Not applicable.

- 4. Create and support an Urban Renewal Plan and Authority

Not applicable.

5. Collaborate with local partners and with entities like ICLEI in the development of a Sustainability program.

Not applicable.

RESOLUTION NO. 2022-3287



A Resolution approving the FY 2022-2023 Visit Newberg (Taste Newberg) Business Plan and Budget

Recitals:

1. The City of Newberg entered into an Agreement with Visit Newberg on May 20, 2019, to provide tourism marketing and promotion services per Resolution No. 2018-3519. The effective date of the agreement is July 1, 2019, and runs for three years.
2. The end of the initial three years is June 30, 2022. Per the Agreement 12. Term: "...At the end of the three year term, the Agreement will automatically renew for three one year periods unless either party wishes at any time not to extend the Agreement...."
3. Visit Newberg's proposed budget includes a three-month operating expense reserve fund in accordance with Section 4.c. of the Agreement.
4. Visit Newberg submitted a Business Plan on April 12, 2022, in accordance with Section 4.a. of the Agreement and was reviewed by the City Council on May 2, 2022, in accordance with Section 4.b. of the Agreement.

The City of Newberg Resolves as Follows:

1. The 2022-2023 Visit Newberg Business Plan and Budget, Exhibit "A", is approved.
Effective Date of this resolution is the day after the adoption date, which is: May 3, 2022.
Adopted by the City Council of Newberg, Oregon, this 2nd day of May, 2022.

Sue Ryan, City Recorder

Attest by the Mayor this 5th day of May, 2022.

Rick Rogers, Mayor

Visit Newberg (dba Taste Newberg)*

FY 2022-23 BUSINESS PLAN & BUDGET

*A 501(c)6 non-profit destination marketing organization (DMO),
functioning as the sole tourism marketing agency for City of Newberg.



TOURISM AS AN ECONOMIC DRIVER

VISITOR ECONOMY IMPACT – STATEWIDE

Direct Visitor Spending	Employment	State/Local Tax Revenue
\$12.8B – 2019	118,500 – 2019	\$597M - 2019
\$6.5B – 2020	92,300 – 2020	\$416M – 2020

VISITOR ECONOMY IMPACT – YAMHILL COUNTY

Direct Visitor Spending	Employment*	State/Local Tax Revenue
\$138.8M - 2019	1,860 direct jobs - 2019	\$5.9M – 2019
\$73.7M – 2020	1,520 direct jobs – 2020	\$4.3M – 2020

*lodging, food service, arts/entertainment, transportation, recreation

Source: Oregon Travel Impacts, Dean Runyan Associates, April 2021

ECONOMIC IMPACT OF WINE-RELATED TOURISM – WILLAMETTE VALLEY

Direct Visitor Spending	Employment	Tax Receipts
\$542.8M – 2019	24,326 – 2019	N/A

Source: The Economic Impact of the Wine and Wine Grape Industries on the Oregon Economy 2019 and 2020

Source: Estimated, Economic Forensics & Analytics and Full Glass Research, January 2021



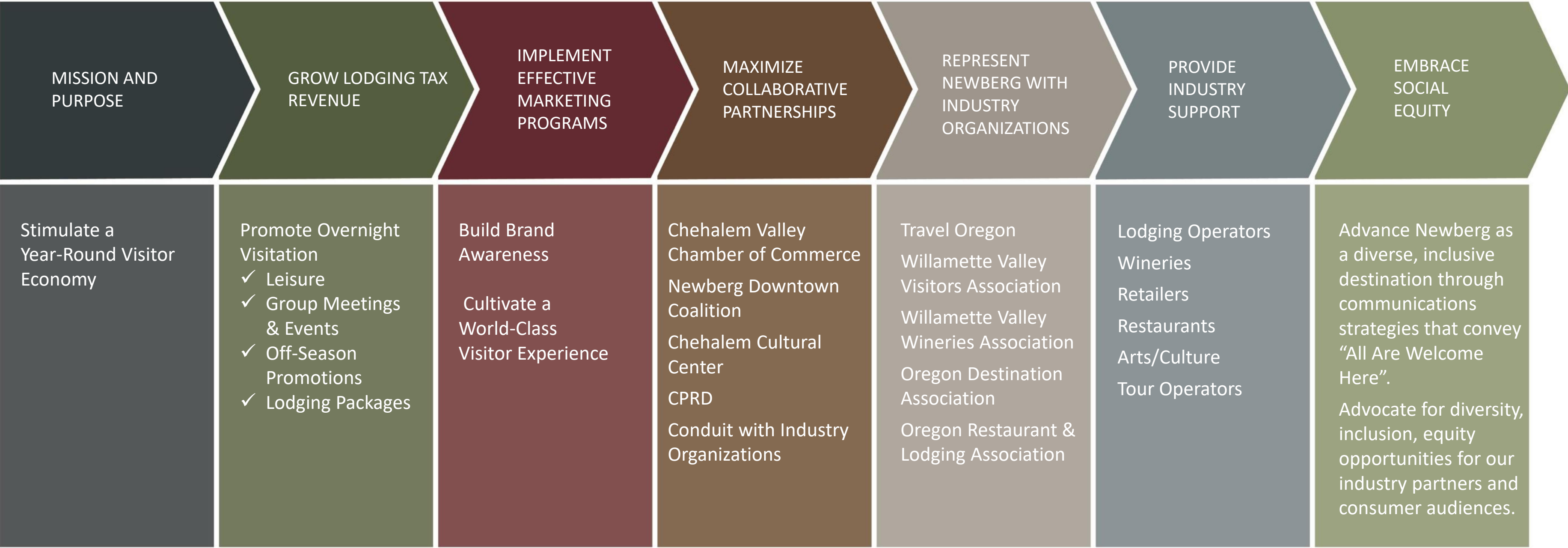
APPROXIMATELY
65¢
OF EVERY TLT DOLLAR
is allocated to City of Newberg’s
general fund, which supports
public safety, library,
Community Development, and
other services.

30¢
to Taste Newberg for tourism
marketing

5¢
to Chamber of Commerce for
Visitor Information Center
operations

TASTE NEWBERG GUIDING PRINCIPLES

Newberg will be widely acknowledged as one of the most extraordinary and distinctive destinations in Oregon and a best-in-class tourism resource in Yamhill County.



BRAND IDENTITY

LOCATION

Gateway from Portland to Willamette Valley wine country

CRAFT BEVERAGES

100 wineries, breweries and distilleries within 10 miles of downtown Newberg

HISTORICAL

Hoover-Minthorn House Museum, Walking tours, George Fox University, Champoeg State Heritage Area

FRIENDLY

Shop local, locally-sourced and made, small town community feel

CULINARY

Newberg as #6 in USA Today’s 10Best Small Town Food Scenes

ARTS / CULTURE

Chehalem Cultural Center, galleries, art walks

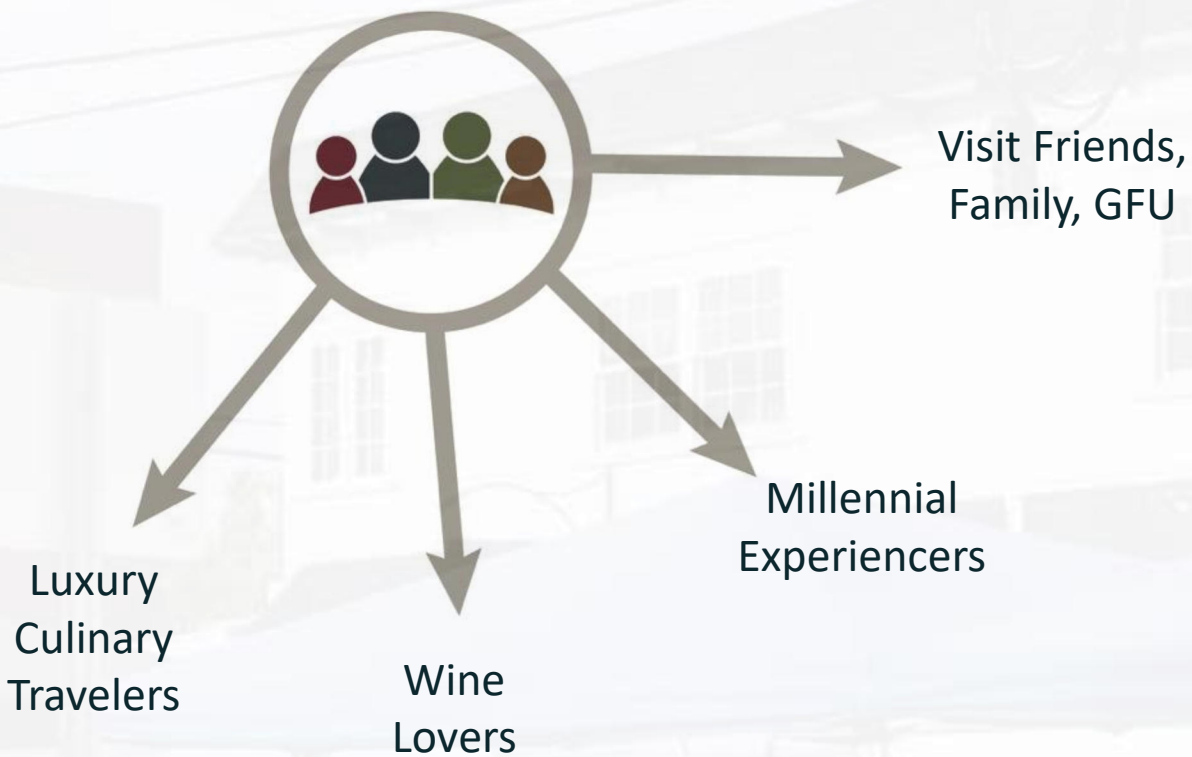
OUTDOOR RECREATION

Golf, vineyard hikes, hot air balloon adventures, cycling, walking trails, boating and paddling, Skatepark, BMX

EXPLORATION AND DISCOVERY

Farm stores and u-picks, Willamette River Water Trail, birding

PRIMARY TARGET AUDIENCES



ADVERTISING GEOS



2021-22 FISCAL YEAR - in review (pg 1)

GOAL – OPTIMIZE ECONOMIC IMPACT				
INITIATIVE	METRIC	FY 2021-22 GOAL	FY 2021-22 ACTUAL	RESULT (THRU FY-Q3)
Inspire overnight leisure travel	Increase YOY TLT revenue by 20%	\$308,732 (City adopted budget thru Q2)	\$479,296 (thru Q2)	155% of goal
Work with community and industry partners to attract conferences, athletic events, and other travel groups to Newberg	Quarterly outreach and idea sharing with hotel operators, event venues	4/year	4/year	100% of goal
Recruit a mid-tier hotel to Newberg	Support City of Newberg’s work to attract a new hotel to Newberg	City of Newberg did not seek our support	N/A	N/A
GOAL – EXECUTE ON DATA-DRIVEN STRATEGIC ACTIONS				
Create and expand a regional, national and international marketing campaign that promotes Newberg and the valley as a tourist destination	Monthly digital, print and out-of-home campaigns, targeting domestic markets and focusing low/shoulder seasons	12/year	9/year	75% of goal, due to COVID travel limitations
Grow website visits and increase site referrals to area industry partners	Maximize SEO and SEM tactics Increase YOY users by 20% Grow session duration avg to 2:00 mins Establish baseline for outbound search referral metrics	Not defined 23,814 2:00 minutes Not defined	SEO underway; SEM incl in digital campaigns 49,883 0.88 minutes 9.707	In progress 251% of goal, +749% YOY 44% of goal In progress
Comprehensive social media program	Increase followers by 20%	2,406	3,012	125% of goal, +86% YOY
Send monthly consumer newsletter	Subscriber growth +30% Open rate Click rate	1,236 =>40% =>5%	1,998 49% 10%	162% of goal, +275% YOY 123% of goal, +2% YOY 200% of goal, -6% YOY
Secure positive media coverage	# of articles Coverage views Social shares	30 300,000 4,000	41 339,000 10,361	137% of goal, +275% YOY 113% of goal, +15% YOY 259% of goal, +169% YOY
Create compelling leisure marketing collateral, photography and videos for digital, print and social media use	Design/print mini-visitor guide, maps, grow image gallery, produce seasonal videos	See metric	Rack brochure in progress Downtown and area map designed Image gallery increased photo library, produced seasonal videos for IG	In progress In progress Ongoing Ongoing

2021-22 FISCAL YEAR - in review (pg 2)

INITIATIVE	METRIC	FY 2021-22 GOAL	FY 2021-22 ACTUAL	RESULT, (THRU FY-Q3)
GOAL – SUPPORT A YEAR-ROUND ECONOMY BY DISPERSING VISITORS SEASONALLY AND BY INTERESTS				
Educate media about year-round reasons to visit	Host off-peak media fam visits	=>10	8	80% of goal, -11% YOY
Engage leisure travelers with compelling blog articles	Write/publish blogs supported by social media posts/ads	=1/mo	9	75% of goal, -40% YOY
Align and optimize TN marketing and partnership programs	Seasonal promotions to drive overnight stays and partner visitation	4/year	Newberg Lavender Trail (July 2021) 12 Tastes of Christmas (Nov/Dec 2021) Newberg Truffle Month (Feb 2022)	\$8.9k in lodging revenue 14 room nights There was no metric established for this.
Develop a cycling tourism presence	Task force, cycling guide	N/A	N/A	Visit McMinnville/ Travel Oregon partnership: Destination assessment for cycling opportunities in Yamhill County
GOAL – STRENGTHEN OUR COLLABORATIONS AND PARTNERSHIPS				
Google my Business training and support	Scheduled for March-May 2022	Google ratings of =>80%	Google no longer provides reporting for this ratings data	N/A
Partner with Oregon Agritourism Partnership and OSU Extension	Develop Yamhill County Farm Loop	Digital guide and print brochure	Complete	100% of goal
Collaborate with Willamette Valley Visitors Association on Travel Oregon programming , WVVA regional marketing and promotions	Attend monthly board meeting; Participate PR/Marketing committee representing Yamhill County	11/year 10/year	11 10	100% of goal 100% of goal
Collaborate with industry stakeholders on joint promotions, events, media familiarization tours, newsletters, destination development, advocacy, etc.	Monthly outreach and dialogue with TO, WVVA, WVWA, NDC, CVCC, Downtown Newberg Wineries, Area AVAs, Travel Dundee, Willamette Riverkeeper, OR State Marine Board	Frequency varies depending on the organization	Ongoing	100% of goal CVCC – Board Ex-Officio Travel Dundee – TN liaison

2021-22 FISCAL YEAR - in review (pg 3)

INITIATIVE	METRIC	FY 2021-22 GOAL	FY 2021-22 ACTUAL	RESULT, (THRU FY-Q3)
GOAL – SUPPORT THE TOURISM INDUSTRY’S ECONOMIC RECOVERY FROM COVID				
Keep visitors informed about public health safety and travel conditions	Maintain website landing page updates	Website – 12 updates Consumer Newsletters - 12	12 12	100% of goal 100% of goal
Support tourism industry partners with up-to-date travel advisories and recovery info	Monthly industry newsletter	12	12	100% of goal
Participate in economic-focused groups or organizations, advocate for their programs or initiatives where appropriate	Newberg Economic Development Strategy group, Willamette Valley Visitors Association board, other Destination Marketing Organizations (DMOs)	Varied meeting frequency	Varied meeting attendance	95% of goal
Willamette Valley Visitors Association Responsible Reopening task force member	Attend bi-monthly meetings	6	6	100% of goal
GOAL – INCREASE QUALITY OF LIFE AND EDUCATE COMMUNITY ABOUT THE VALUE OF TOURISM				
Education programs about TLT, tourism	Present to service clubs	=>1/yr	3	Leadership CV, Young Pros, Chamber Greeters, Noon Rotary (April)
Annual reporting to City	Prepare/present quarterly reports to City Council	4/yr	3 (to-date)	75% of goal
GOAL – SUPPORT AND EMPOWER NEWBERG’S TOURISM INDUSTRY PARTNERS				
Training and grants	Share opportunities via newsletters	12/yr	9 (to-date)	75% of goal
Race, diversity, equity and inclusion	WVVA task force participation	Training meetings; partner toolkit	In progress	In development
Support and enhance an industry-leading network as the trusted source for all things tourism Oregon	Provide training, toolkits for industry partners	Google My Business RDE&I	Google Business Profile webinar held; RDE&I toolkit and training module in development	100% of goal In development

FY 2021-22 TARGETED & PARTNER MARKETING ACTIVATIONS

TARGETED MARKETING

- Digital Advertising
- Print Advertising
- SEM and SEO
- Website – Blogs
- E-newsletters
- Social Media

PARTNER MARKETING

Willamette Valley Visitors Association

- Seattle ad campaign and in-person promotion
- Ad Network co-op

Travel Oregon

- Digital Remarketing campaign
- Your Story, Everywhere blog and social posts



Photo by Foundry 503

Wine Spectator

Meet Vidon Vineyards Tiquette Bramlett

In an exclusive interview, the first Black woman hired to run a winery in a major U.S. region talks about her plans at this Newberg winery, her journey from singer to winery worker and her efforts to grow the wine community.



Newberg Wine Country News - October 2021



Willamette Valley Wineries Association: The Giving Season

It's time to give back.
#WVGIVINGSEASON

Between the breathless rush of **harvest** and the calm of **cellar season**, we welcome the festive energy of the holidays—and with them a chance to step back, appreciate the beauty and camaraderie around us, and give back to the communities we call home.

The Giving Season is Willamette Valley Wineries Association's gift to you. Through pandemic recovery and challenges throughout the year, they found ways to draw on the community strength they've built to

Taste New Experiences



Photos by Dos Mundos

Dos Mundos Opens Second Location

The ever-popular Dos Mundos food truck has expanded to a second location at The Bite of Newberg food truck pod in downtown.

Eduardo "Eddie" Rodriguez and his parents Miriam and Jesus Hernandez started Dos Mundos in 2018, opening their first location next to Starbucks on Hwy 99W. Their new food truck opened Sept. 14th 2021, and has an entirely new menu for dinner (and classic favorites like the fish tacos and pork belly tacos) and adjusted hours.

The new location (910 E First Street, Newberg) is open 4:00PM - 8:00PM Tuesday - Saturday.

First St. Menu

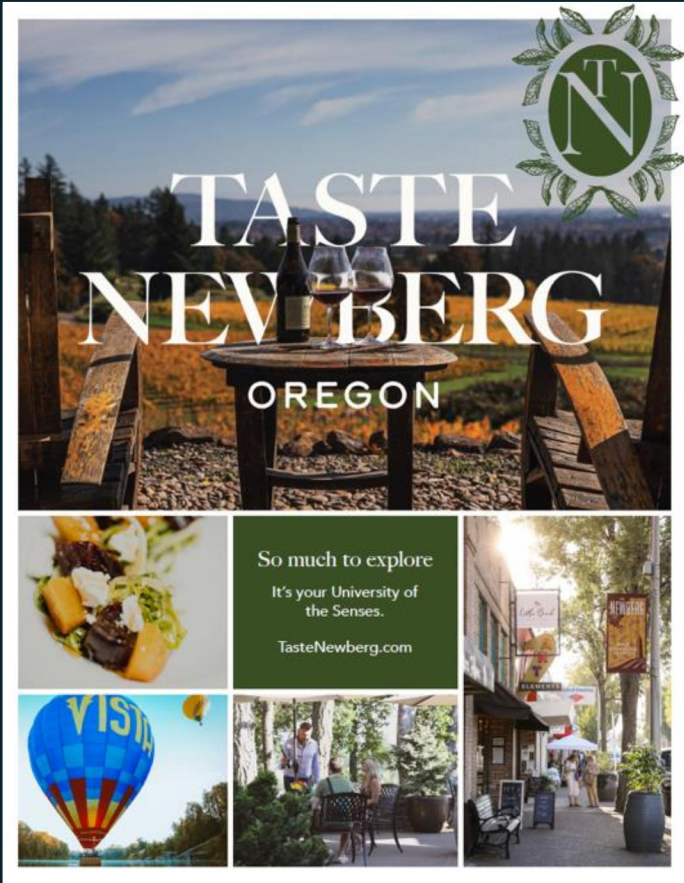
FY 2021-22 AD SAMPLES



1859 Oregon's Magazine
Jan / Feb 2022



News-Register Annual Visitor
Guide March 2022



AAA Via Magazine
Mar / Apr 2022



Travel Oregon Annual Visitors' Guide – March 2022



Google and Facebook Ads – October 2021 - June 2022

2022-23 STRATEGIES



STRATEGY – POST-COVID ECONOMIC RECOVERY

- Grow the awareness of Newberg as the best Oregon wine country destination choice for Post-COVID travelers
- Attract visitors safely to spend money with local businesses



STRATEGY – EXECUTE ON DATA-DRIVEN STRATEGIC ACTIONS

- Increase website visitation - advertising, digital marketing, social media
- Grow earned media value – PR and influencer marketing
- Creative lodging promotions



STRATEGY – OPTIMIZE ECONOMIC IMPACT

- Increase lodging tax revenues
- Support a more consistent, year-round economy by dispersing visitors both seasonally and by interests
- Off-season promotions and ad campaigns
 - Newberg Truffle Month
 - WVWA – Cellar Season; May in Wine Country
 - Newberg Lavender Trail
 - 12 Tastes of Christmas or similar campaign



STRATEGY – SUPPORT AND EMPOWER NEWBERG'S TOURISM INDUSTRY PARTNERS

- Marketing support via TN's channels
- Visit Widget map app and web widget
- Google Business Profile training and support
- Share or partner on grant opportunities
- Conduit with Travel Oregon, WVVA, ORLA and WVWA
- WVVA DEI Industry Partner Toolkit
- Collaborate with Travel Dundee and area AVAs

2022-23 STRATEGIES



STRATEGY – DEVELOP CONTENT THAT IS INCLUSIVE OF DIVERSE COMMUNITIES

- DEI training and task force – WVVA
- Faces of Newberg – social media campaign
- Showcase our diverse industry partners throughout our messaging
- Photography – expand image library & diverse content



STRATEGY – EDUCATE COMMUNITY ABOUT THE VALUE OF TOURISM

- Service club presentations
- Leadership Chehalem Valley – Tourism Day
- Quarterly updates to City Council



STRATEGY – PARTNER AND COLLABORATE TO SUPPORT AN ENGAGING VISITOR EXPERIENCE

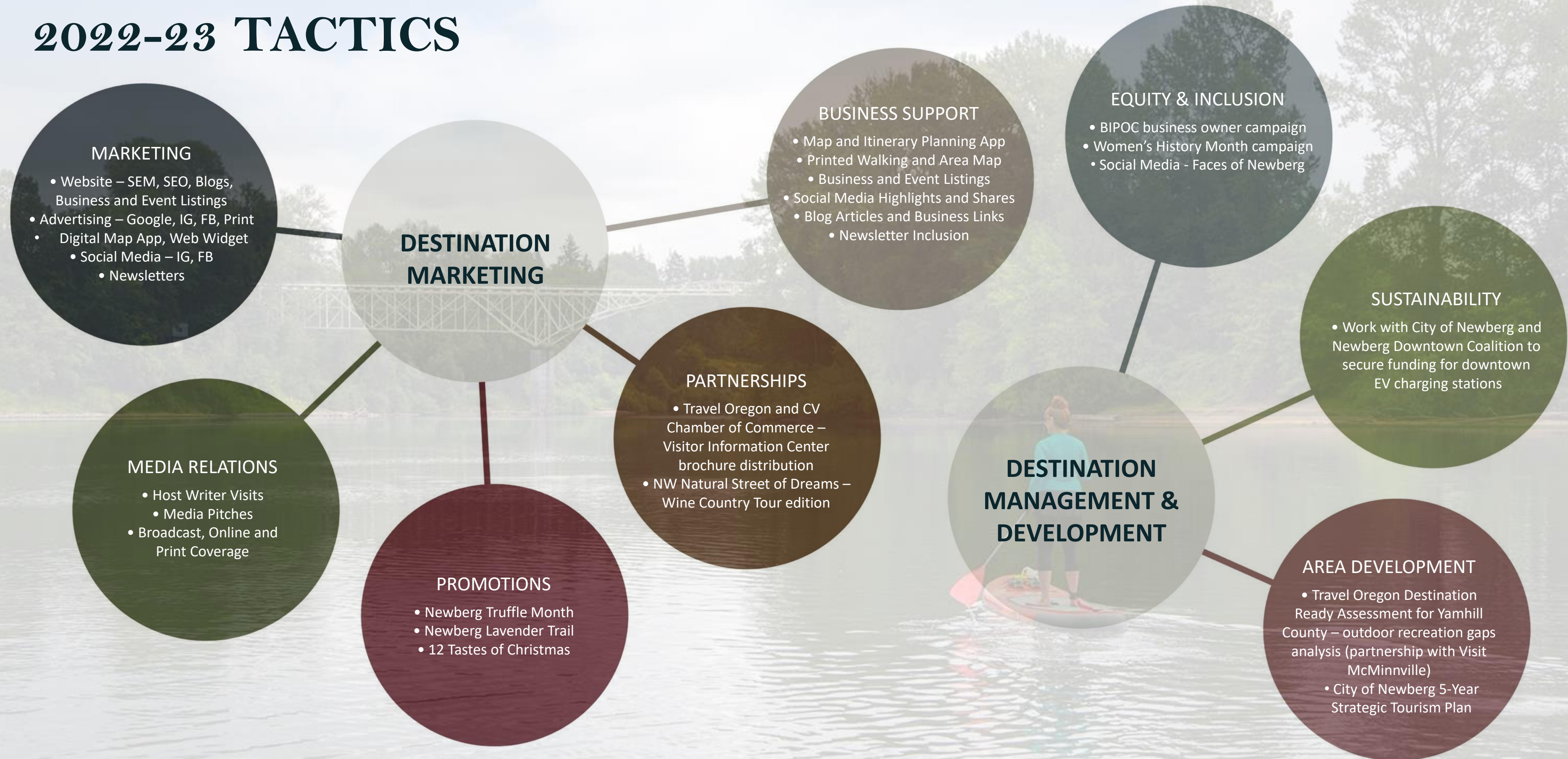
- City of Newberg ARPA funding project with Chamber of Commerce and Newberg Downtown Coalition
 - Google Business Profile training and marketing assistance
 - Visit Widget map and traveler itinerary planning app and website widget
 - Point 'N Save Chamber app



STRATEGY – LEVERAGE KEY PARTNERSHIPS AND STRATEGIES TO AMPLIFY REACH AND EFFECTIVENESS

- City of Newberg – Strategic Tourism Plan 5-yr refresh; planning team participation and collaboration
- Travel Oregon/Visit McMinnville Destination Ready cycling assessment and funding request support
- Support Travel Oregon, Oregon Restaurant & Lodging Association, Willamette Workforce Partnership, SEDCOR and Visit McMinnville on hospitality workforce development initiatives

2022-23 TACTICS

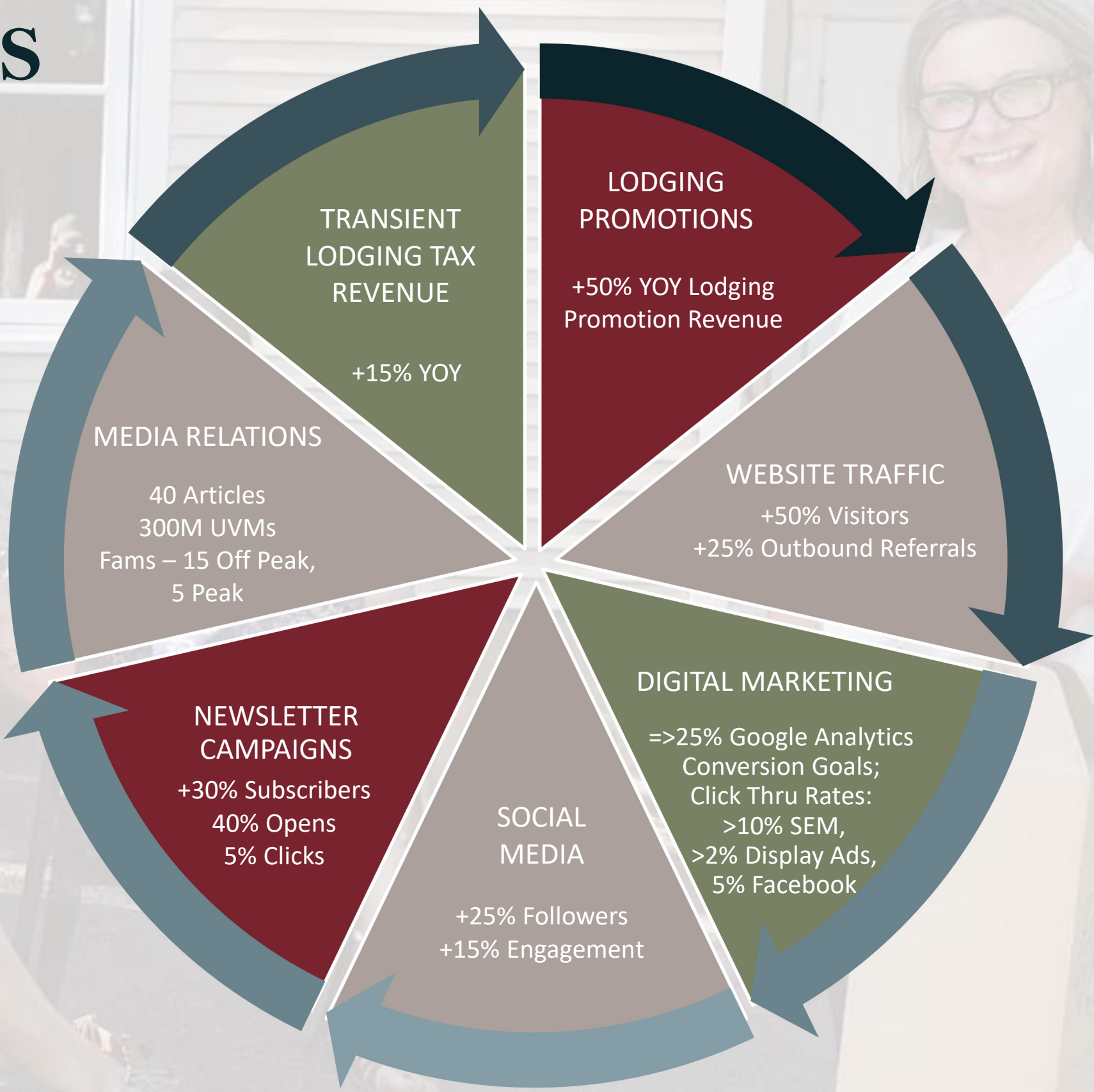


2022-23 GOALS & METRICS



METRICS

Taste Newberg will use several metrics to measure the success of its marketing goals as it relates to Newberg’s visitor economy. When viewed cumulatively, these metrics provide a snapshot of the health of the industry and the effectiveness of Taste Newberg’s strategies.



OVERALL TLT REVENUE

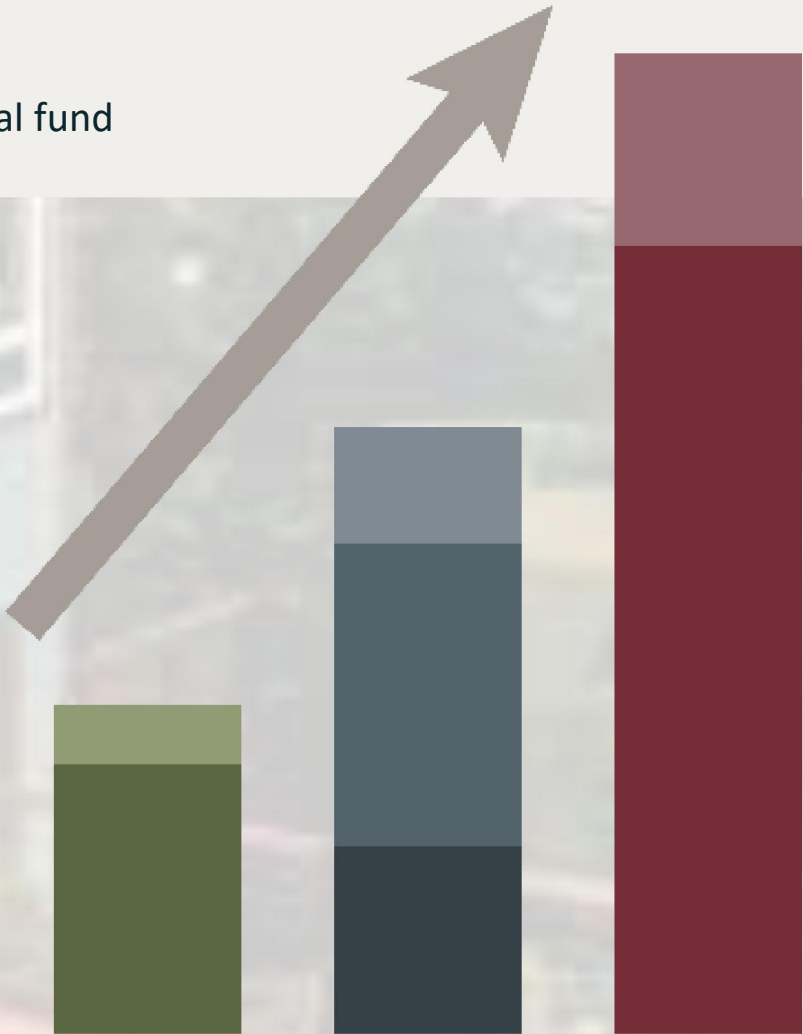
QUARTERLY BREAKDOWN

Jul-Sep 2018	\$422,762
Jul-Sep 2019	\$405,279
Jul-Sep 2020	\$182,255
Jul-Sep 2021	\$289,225 (68% of 2018)
Jul-Sep 2022	\$295,933 (70% of 2018/102% of 2021)
Oct-Dec 2018	\$248,419
Oct-Dec 2019	\$242,061
Oct-Dec 2020	\$126,692
Oct-Dec 2021	\$190,071 (77% of 2018)
Oct-Dec 2022	\$193,767 (78% of 2018/102% of 2021)
Jan-Mar 2019	\$174,647
Jan-Mar 2020	\$142,669
Jan-Mar 2021	\$108,926 (62% of 2019)
Jan-Mar 2022	\$108,926 est (62% of 2019)
Jan-Mar 2023	\$110,028 (63% of 2019/101% of 2022 est)
Apr-Jun 2019	\$289,802
Apr-Jun 2020	\$ 46,219
Apr-Jun 2021	\$199,351 (69% of 2019)
Apr-Jun 2022	\$202,861 est (70% of 2019)
Apr-Jun 2023	\$202,861 (70% of 2019/100% of 2022 est)

FISCAL YEAR BREAKDOWN

FY 18-19	\$1,146,441 (99% of adopted budget)
FY 19-20	\$836,228 (74% of adopted budget)
FY 20-21	\$617,214 (109% of adopted budget)
FY 21-22	\$791,083 est (128% of FY20-21/128% of est FY21 22)
FY 22-23	\$802,589* (70% of FY18-19/101% of

* Of the \$802,589, \$521,683 goes to Newberg’s general fund



BUDGET



Key factors have contributed to a stronger than anticipated carry-over balance projected for year-end 2021-22:

- YTD actual TLT revenue share is +41.5% compared to adopted budget
- Our marketing spend was moderated, based on continued pandemic travel limitations and decreased demand
- Uncertainty about Taste Newberg’s contract renewal after our initial 3-year term, contributing to a 2021-22 budget plan for no balance carry-over

With those factors in mind and auto-renewal of our contract for a 1-year term, we propose to City Council a carry-over balance of \$256k to FY 2022-23, of which \$31k required reserves are included.

REVENUE	2021-22 PROJ	2022-23
End of Fiscal Year Balance Carryover	\$409,038	\$256,498
City of Newberg (FY TLT Funds)	\$235,069	\$251,441
Interest	\$ 770	\$ 600
Donation, Grants, Other	\$33,092	\$ -
TOTAL REVENUES	\$674,877	\$513,327
PAYROLL EXPENSES	\$105,461	\$102,045
Salaries/Taxes/Payroll Fees	\$102,901	\$99,354
SIMPLE IRA	\$2,560	\$2,691
GENERAL OPERATIONS	\$14,887	\$20,000
Network and Telco	\$1,496	\$1,650
Office Equipment	\$ 270	\$2,000
Office Supplies	\$400	\$ 500
Software Subscriptions	\$559	\$ 620
Bank Fees	\$ 76	\$ 130
Organization Membership Dues	\$ 385	\$ 400
Professional Fees	\$8,950	\$10,000
Insurance	\$2,250	\$2,500
Entertainment/Meals	\$ 150	\$ 500
Repairs and Maintenance	\$ 350	\$ 700
Contingency	\$ -	\$1,000

RESERVES	\$30,087	\$30,511
PROGRAM EXPENSES	\$267,944	\$309,613
Collateral/Design/Print/Distribution	\$14,226	\$15,000
Website Dev/Hosting/Subscriptions	\$8,610	\$19,788
Photography/Video	\$45,000	\$35,000
Advertising (Digital, Print, Outdoor)	\$129,950	\$160,000
Social Media	\$7,379	\$10,000
Media Relations/Fam Tours	\$59,491	\$65,000
Organization Memberships	\$ 300	\$ 875
Entertainment/Meals	\$ 500	\$ 600
Training/Conferences	\$ 625	\$ 850
Travel Expense/Hotel/Mileage	\$1,364	\$1,500
Postage/Shipping	\$ 500	\$1,000
Brand Development	\$ -	\$ -
TOTAL EXPENSES	\$418,379	\$462,169
END OF FISCAL YEAR BALANCE	\$256,498	\$ 51,158

BOARD MEMBERS & STAFF



BRITTA MANSFIELD
Board Vice-President
Executive Director
Willamette Falls and Landings
Heritage Area Coalition

PHIL AMAYA
Board Member
Co-Owner, Wine de Roads
Cycling Tours

ROB FELTON
Board Member
Chief of Staff,
George Fox University

TED CRAWFORD
Ex-Officio Board Member
Chair, Travel Dundee
City Councilor, City of Dundee

DENNIS LEWIS
Board President
Owner, Lewis Audio Video

NICHOLE COOPER
Board Treasurer
Director of Sales & Marketing,
The Allison Inn & Spa

MEGAN CARDA
Board Member
Owner, Lifestyle Properties

CATHY MARTIN
Board Member
Marketing Coordinator,
Argyle Winery

SCOTT PARKER
Ex-Officio Board Member
Executive Director,
Chehalem Valley
Chamber/Commerces

LESLIE CALDWELL
Board Secretary
Executive Director,
Taste Newberg

STEFAN CZARNECKI
Board Member
Owner, Black Tie Tours

JAVIER SANTOS
Board Member
Co-Owner, SubTerra
Kitchen & Cellar

ELISE YARNELL HOLLAMON
Ex-Officio Board Member, Liaison to
City of Newberg
City Councilor, City of Newberg

Prepared/presented by Leslie Caldwell, Executive Director

TASTE NEWBERG

REQUEST FOR COUNCIL ACTION



Date Action Requested: (May 2, 2022)

Order ☐ Ordinance ☐ Resolution ☐ Motion ☐ Information ☐

No. 2022-3833

Subject: Resolution 2022-3833, A Resolution acknowledging the acceptance of Julia Martinez Plancarte's resignation, expressing the City's appreciation for her service, declaring a vacancy and announcing the advertisement for qualified person for appointment to fill the vacancy (District No. 2 with a term ending December 31, 2022).

Staff: City Attorney James Walker
Department: City Council
File No.

Business Session

Order On Agenda:

Hearing Type:

Recommendation:

Adopt Resolution 2022-3833, A Resolution acknowledging the acceptance of Julia Martinez Plancarte's resignation, expressing the City's appreciation for her service, declaring a vacancy and announcing the advertisement for qualified person for appointment to fill the vacancy (District No. 2 with a term ending December 31, 2022).

Executive Summary:

Councilor Julia Martinez Plancarte was appointed to the Newberg City Council on January 21, 2022 to finish the remainder of the term for District 2 when Councilor Elizabeth Curtis Gerneroy left office.

She submitted her resignation effective March 31, 2022. This resignation creates a vacancy on the City Council for the District No. 2 position. The term for this position expires December 31, 2022.

The City Charter states that vacancies on the Council are to be filled by appointment of the City Council. The vacancy will be filled through solicitation of applications from residents who meet the Charter criteria for appointment. The individual must live within District No. 2, be a registered voter, and have resided in the City for at least a year prior to appointment.

Due to the Budget Calendar, and June 6 meeting being very full including the annual budget hearing, staff is recommending that Recruitment be held May 4 – June 3rd with interviews set for the June 20 meeting, and appointment the same evening or at the July 5 meeting.

Applications will be available on-line and to the City Recorder's office.

Strategic Assessment:

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

RESOLUTION NO. 2022-3833



A Resolution acknowledging the acceptance of the resignation of Councilor Julia Martinez Plancarte, expressing the City's appreciation for her service, declaring a vacancy, and announcing the advertisement for qualified persons for appointment to fill the vacancy (District No. 2 with a term ending December 31, 2022)

Recitals:

1. Councilor Julia Martinez Plancarte was appointed to the Newberg City Council on January 21, 2020 to fill a vacancy.
2. On March 21, 2022, Councilor Julia Martinez Plancarte announced her resignation for personal reasons to take effect on March 31, 2022.
3. This resignation creates a vacancy on the City Council for the District No. 2 position. The term for this position expires December 31, 2022.
4. The City Charter states that vacancies on the Council are to be filled by appointment of the City Council.

The City of Newberg Resolves as Follows:

1. The Council hereby expresses its regrets that Councilor Julia Martinez Plancarte is leaving the Council and accepts her resignation effective March 31, 2022. Attached is a letter from Councilor Martinez Plancarte, which is hereby attached to this resolution as Exhibit "A" and by this reference incorporated.
2. The Mayor and Council express their deep appreciation on behalf of the citizens of the City of Newberg for Councilor Martinez Plancarte's service to the City by the giving of her personal time and effort in attending meetings, and working on behalf of the citizens of Newberg on the Newberg City Council.
3. The City Council hereby declares the Council District No. 2 position occupied by Councilor Martinez Plancarte is hereby vacant.
4. The Council announces to the citizens of the City of Newberg the vacancy has occurred and applications for this position is being received from qualified persons to fill this position.
5. Attached is a map of the Newberg City Council districts showing the location of District No. 2, which is hereby attached as Exhibit "B" and by this reference incorporated.

Effective Date of this resolution is the day after the adoption date, which is: May 3rd, 2022.
Adopted by the City Council of Newberg, Oregon, this 2nd day of May, 2022

Zaira Robles Muniz, Administrative Assistant

Attest by the Mayor this 2nd day of May, 2022.

Rick Rogers, Mayor

Sue Ryan

From: Jules Martinez <juleslovesducks@gmail.com>
Sent: Tuesday, March 22, 2022 11:10 AM
To: Sue Ryan
Subject: Re: District 2 Martinez Plancarte Written letter of resignation

This email originated from outside the City of Newberg's organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Sue,

Yes my last day as a councilor for District 2 will be on March 31, 2022. I can return the equipment that same day. Thank you Sue.

On Tue, Mar 22, 2022 at 9:18 AM Sue Ryan <Sue.Ryan@newbergoregon.gov> wrote:

Hi Jules,
I'm sorry to hear you will be leaving us.

Can I get a written letter of resignation or email from you for the public record ?

The audio was poor during the meeting last night, but I believe you said March 31.

Please confirm, and let me know your availability for returning city equipment,

Sue Ryan

City Recorder/Elections Officer

City of Newberg
Direct: 503-537-1283

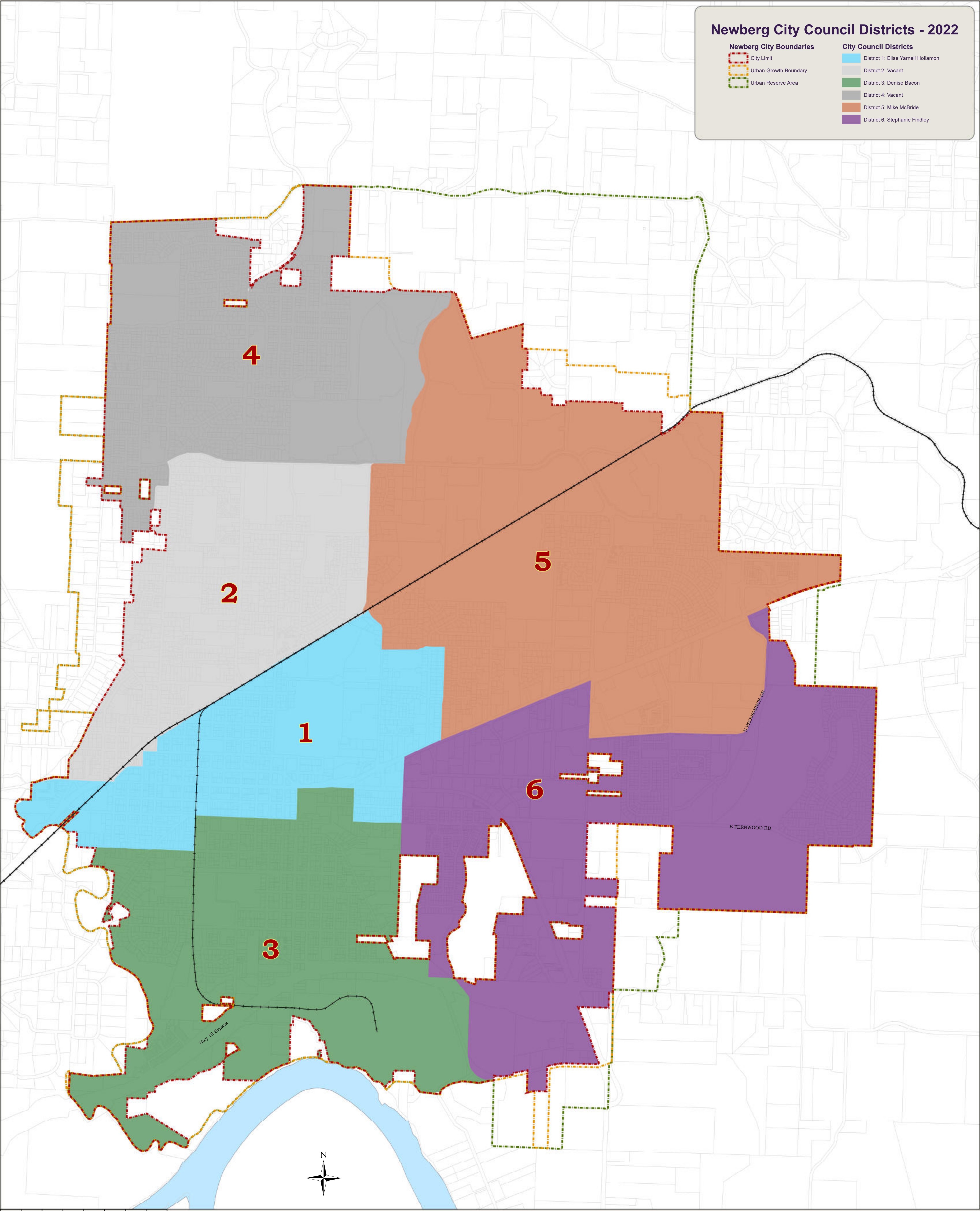


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Jules Martinez Plancarte || She/Her/Ella ||

“We must use time creatively, and forever realize that the time is always ripe to do right.”- Dr. Martin Luther King, Jr

Newberg City Council Districts - 2022



Newberg City Council Districts - 2022

Newberg City Boundaries

City Limit

Urban Growth Boundary

Urban Reserve Area

City Council Districts

District 1: Elise Yarnell Hollamon

District 2: Vacant

District 3: Denise Bacon

District 4: Vacant

District 5: Mike McBride

District 6: Stephanie Findley



City Council Work Session

May 2, 2022 - 6:00 PM

Newberg public safety building 401 e. third street

zoom webinar id: 885 3523 1145

or click this link <https://us06web.zoom.us/j/88535231145>

or dial 1 253 215 8782

1. CALL MEETING TO ORDER

- 1.A Agenda en Español
[Spanish Council Work Sxn Agenda 2022-0502.docx](#)

2. ROLL CALL

3. EXECUTIVE SESSION PURSUANT TO ORS 192.660(2)(F) EXEMPT PUBLIC RECORDS

4. REVIEW OF THE COUNCIL AGENDA AND MEETING

5. COUNCIL BUSINESS ITEMS

6. PRESENTATIONS

- 6.A Public Works presentation on Lead and Copper Rules
[Revised Lead & Copper Rule May 2, 2022.pptx](#)
- 6.B American Lung Association (Oregon Chapter) Presentation
[American Lung Association City of Newberg Presentation .pptx](#)

7. ADJOURNMENT



Sesión de Asuntos del Consejo Municipal
2 de mayo, 2022 - 6:00 PM
Edificio de Seguridad Pública de Newberg 401 E Third Street
Zoom Webinar ID: 885 3523 1145
o por teléfono: 1 253 215 8782

1. LLAMAR AL ORDEN LA SESIÓN
2. PASAR LISTA DE ASISTENCIA
3. EJECUTIVA DE CONFORMIDAD CON ORS 192.660(2)(F) REGISTROS PÚBLICOS EXENTOS
4. REPASO DE LA AGENDA Y SESIÓN DEL CONSEJO
5. ASUNTOS DEL CONSEJO
6. PRESENTACIONES
 - 6.A Presentación de Obras Públicas sobre Reglas de Plomo y Cobre
[Revised Lead & Copper Rule May 2, 2022.pptx](#)
 - 6.B Presentación de la Asociación Americana del Pulmón (Capítulo de Oregon)
[American Lung Association City of Newberg Presentation .pptx](#)
7. TERMINAR LA SESIÓN

EPA Revised Lead and Copper Rule

Newberg City Council Work Session
May 2, 2022



Drinking Water Regulations Timeline

- 1948 - Water Pollution Control Act
- 1956 - Federal WPCA
- 1965 – Water Quality Act
- December 2, 1970
 - EPA Established
- 1974
 - Safe Drinking Water Act
 - Enforceable Drinking Water Standards.
- 1986
 - State to determine Lead & Copper treatment.
 - Use of Lead pipes, fittings, fixtures & solder banned.
- June 7, 1991.
 - Initial Lead and Copper rule enacted
 - Action Level
 - Lead = 15 ppb.
 - Copper = 1.3 mg/L
- Aug 6, 1998
 - Sale of pipe, fixtures, fittings, & solder used in potable water systems that is not “lead free” prohibited
 - 0.2% solder, 8% brass
- January 12, 2000
 - Minor reporting revisions
 - Residential sampling
 - No changes to initial rule

Lead and Copper Rule (LCR) - 1991

- Prohibited use of Lead Solder
- Corrosion Control required
- Establishment of residential water sampling

City Actions

- Installed Corrosion Control Treatment
- Established Sample site criteria and locations
 - Copper pipes with solder installed prior to 1983
- Removed/replaced all known Lead service lines or connections
 - Water samples meeting or exceeding action levels;
 - Lead = 0
 - Copper = 0

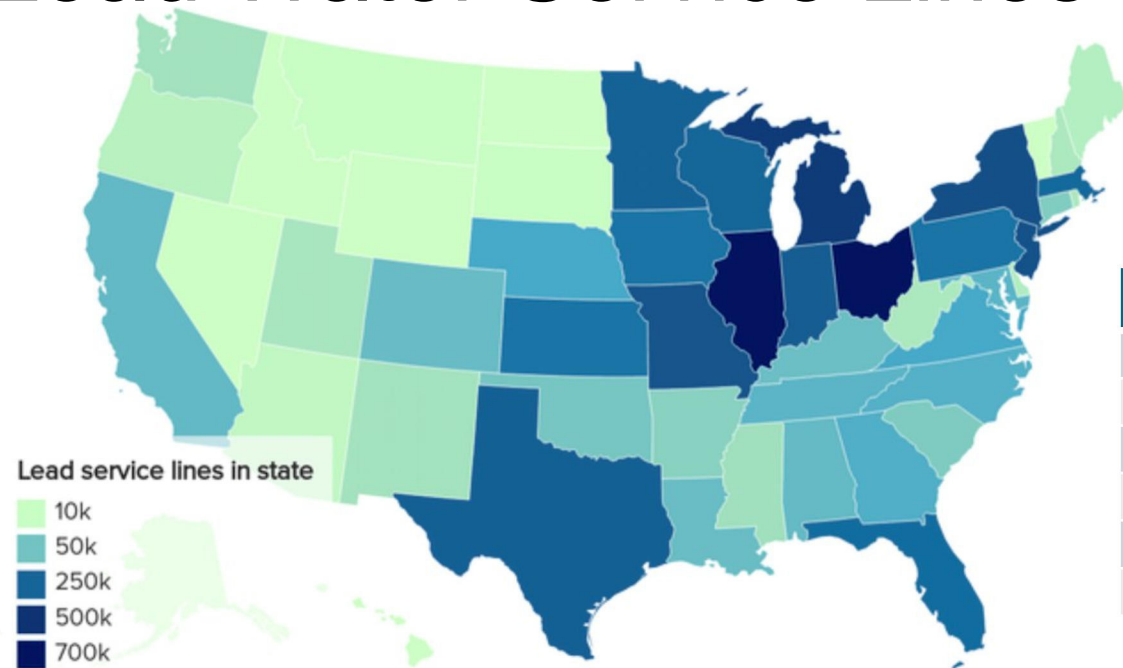
LCRR

The effective date of the LCRR published on June 16, 2021, in the Federal Register (86 FR 31939), continues to be December 16, 2021, and the compliance date continues to be October 16, 2024. Primacy revision applications are due on December 18, 2023.

EPA Revisions: Lead Service Line Inventory

Public Water Systems must develop a preliminary inventory of both public and private side service lines within 3 years of final rule publication, and use this preliminary inventory to create a replacement plan for known or possible lead service lines.

Lead Water Service Lines in USA



Source: American Water Works Association

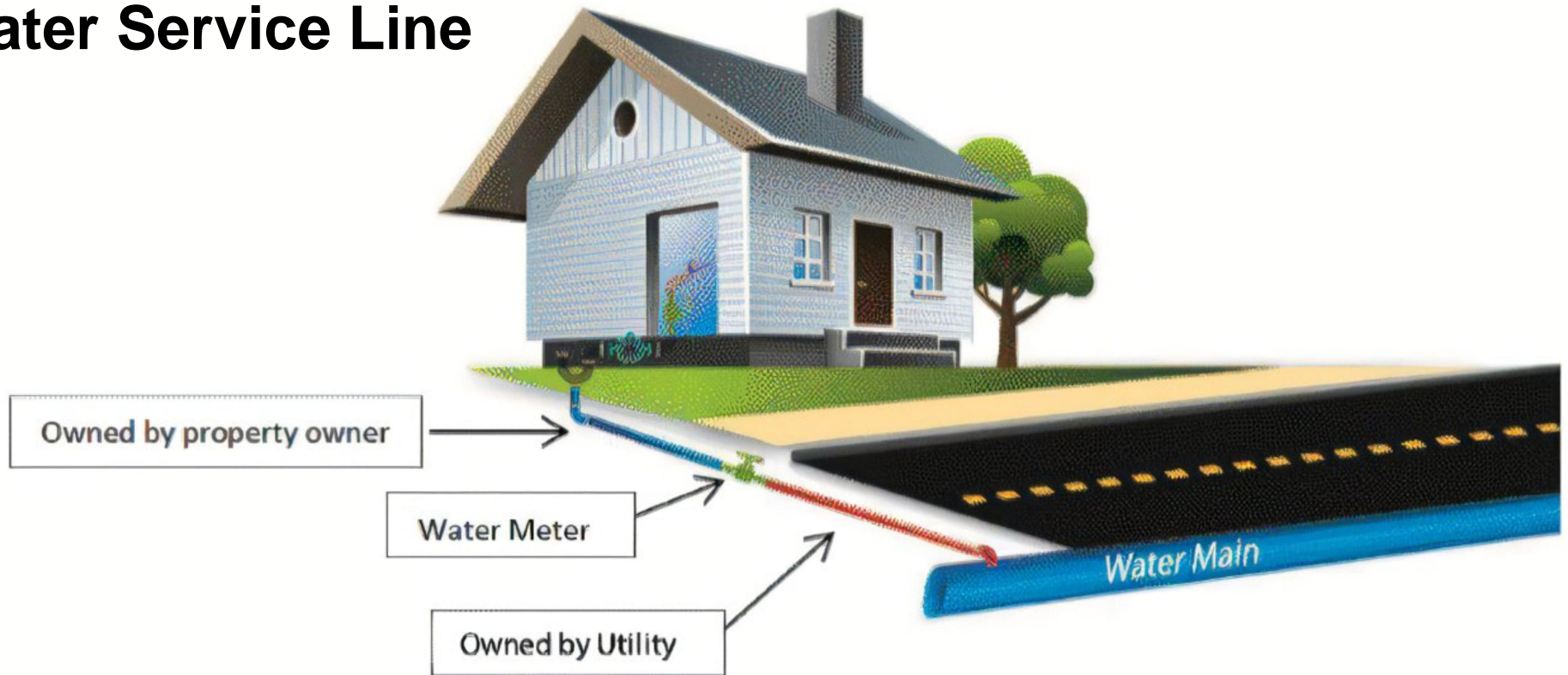
Illinois*	679,292	Missouri	330,000
Ohio	650,000	Wisconsin*	329,866
Michigan*	460,000	Indiana*	290,000
New York	360,000	Texas	270,000
New Jersey	350,000	Minnesota	260,000
Oregon (est.)	12,000	Newberg	<u>0</u>

What does this mean for Newberg?

- All known lead connections removed in mid 1990's
- Inventory all Water Service Lines pipe materials
 - Must include entire service line regardless of ownership
 - Water main to meter (City)
 - Water meter to building foundation (Private)
 - Approximately 7,200 service lines
- Submit inventory to State by October 16, 2024



Water Service Line



Four Categories

- Lead
 - Portion of service line made of lead
- Galvanized Requiring Replacement(GRR)
 - Portion of service line is galvanized iron
 - Considered “Lead” unless proven to never have been connected to a lead pipe(“gooseneck”)
- Non-lead
 - Not lead or GRR (post 1986 installation)
- Lead Status Unknown
 - Soldered copper lines
 - Cannot determine pipe composition



Types of Pipe



Lead "Gooseneck" or "Pigtail"



CPVC

PVC

PEX Tubing

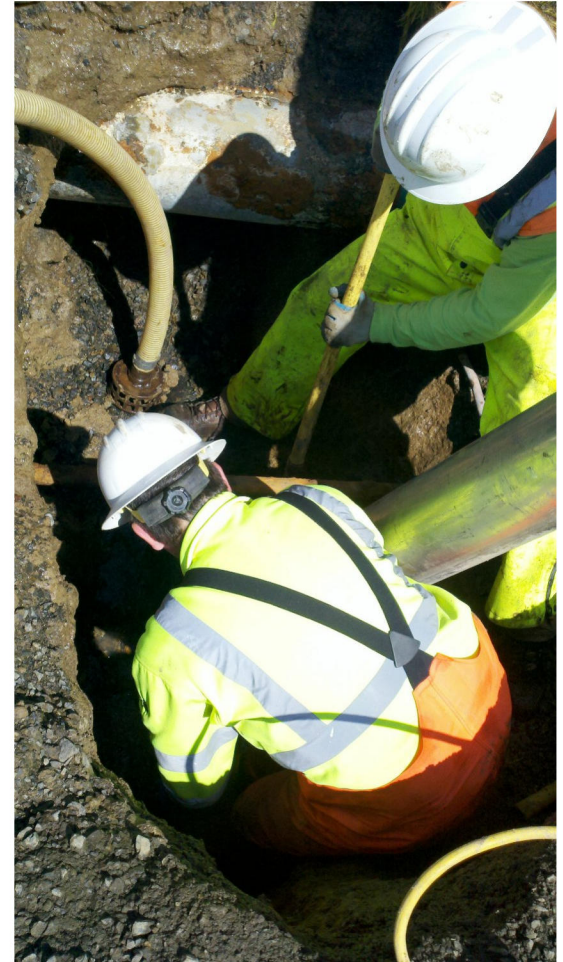
Galvanized Steel

Rigid Copper

Flexible Copper
Tubing

Next Steps

- Development of Inventory Plan
 - Public notification
 - Investigate galvanized/unknown water service main connections
 - Pothole – Public & Private portions
- Provide inventory to State
 - Update every 1- 3 years
- Develop 10 year GRR Water Service replacement plan
 - Must offer to replace private portion of service line if replacing city water service if lead connection discovered.
 - Water testing from interior tap



Questions?





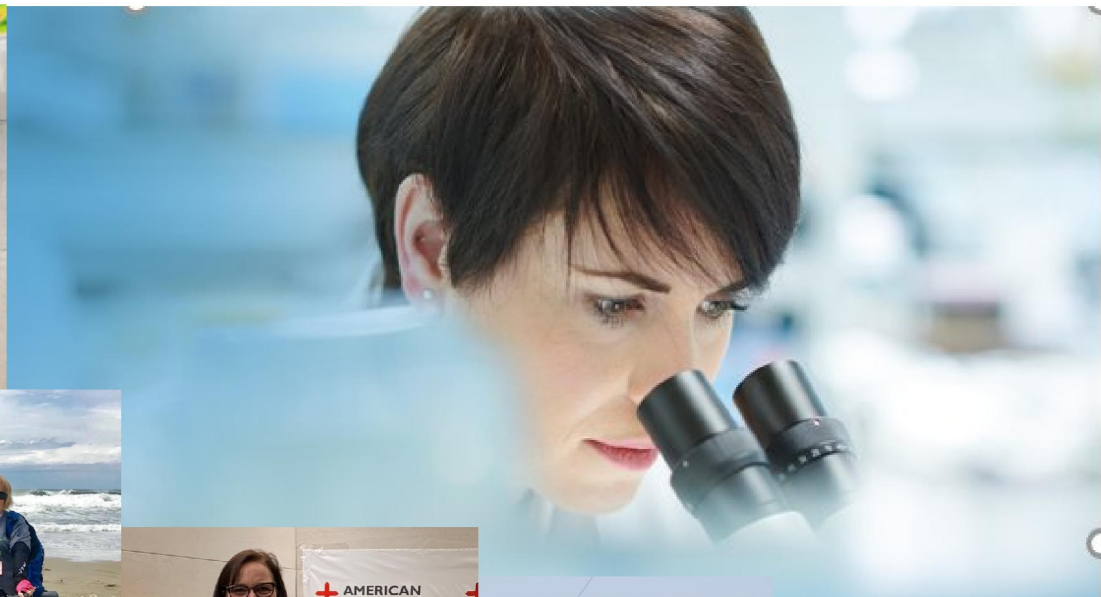
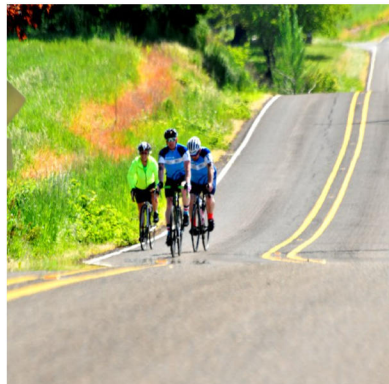
Presentation to



May 2, 2022

The mission of the American Lung Association:

*To save lives by
improving lung health
and preventing lung
disease*





We accomplish
our mission
through



EDUCATION



ADVOCACY



RESEARCH

**The American Lung Association
serves all Americans through
four strategic imperatives:**

- **Defeat lung cancer**
- **Champion clean air for all**
- **Create a tobacco-free future**
- **Improve the quality of life for
those with lung disease and
their families**



Breadth

While we have a national presence and reach, we are meeting the needs of families, neighbors and friends in your community.

**we
have**

500+ staff across the country

50+ local volunteer leadership boards
in major markets

1,700+ American Lung Association-funded
research projects since 2000

1 million+ visits to Lung.org every month

96% of all Americans' awareness and trust

Awarded 4 Stars by Charity Navigator

In 2020, the American Lung Association was awarded a 4-Star Rating from Charity Navigator, the nation's largest independent charity evaluator.

We earned this score by exceeding industry standards and outperforming other non-profits in how we responsibly manage our finances, and for our accountability and transparency. This means you can trust in our responsible stewardship of every dollar you donate.



Impact

- **Freeing** the U.S. from the spread of tuberculosis
- **Saving** millions of babies from respiratory distress syndrome
- **Increasing** the age of sale for all tobacco products to 21
- **Championing** the Clean Air Act
- **Discovering** the gene that may unlock one of the secrets to curing lung cancer
- **Identifying** the gene that causes cystic fibrosis
- **Creating** smokefree public spaces
- **Reducing** health disparities in all areas of lung health
- **Delivering** science-based information about COVID-19 to millions of Americans
- **Establishing** a Diversity, Equity & Inclusion Council to guide our mission

At the American Lung Association,
we know the value of every breath.



With the help of our supporters,
the American Lung Association has a heritage of achieving
landmark, lifesaving results.



The Need is Urgent

Now More than Ever

2.5
minutes

Every 2½ minutes someone in the U.S. is diagnosed with lung cancer

3.6
million

3.6 million youth are vaping, which the Surgeon General has called an epidemic

4th

COPD is the 4th leading cause of death

25
million

Asthma affects close to 25 million Americans, including more than 5 million children

34
million

34 million Americans have had COVID-19 since the pandemic started

41%

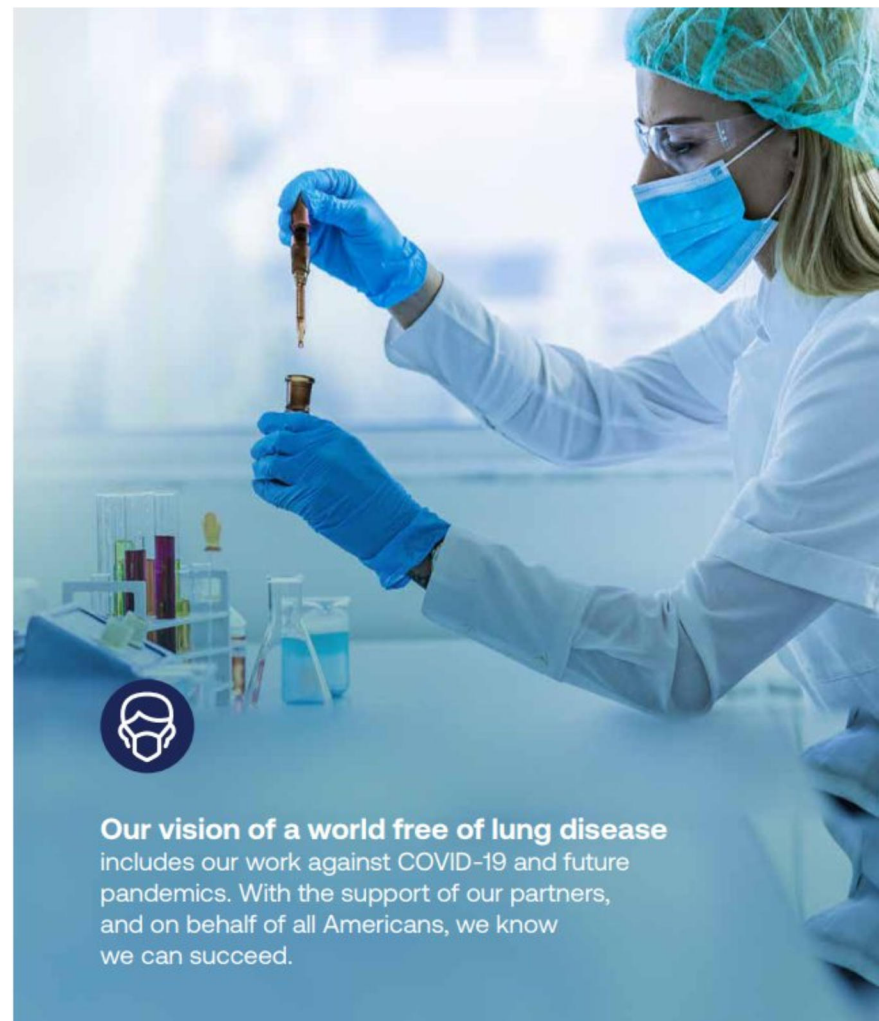
More than 4 out of 10 Americans live in counties with unhealthy air

Taking Action Against COVID

When lung health is at risk from COVID-19 or future respiratory virus pandemics, research, education and advocacy will help us carve a path to sound, science-based solutions. Together we can bring this pandemic under control. Early in the pandemic, the Lung Association launched a three-year, \$25M COVID-19 Action Initiative to accelerate research and defeat COVID-19.

Progress to date:

- In a world of misinformation, we became a trusted, science-based resource.
- Reached more than 120.4 million people with vaccine education
- Distributed 280K masks to communities in need and counting
- Funded 21 COVID-focused grants
- Co-funded COVID-19 research with partner health organizations, including two grants with the NIH National Heart, Lung and Blood Institute for a total of \$1.1 million



Our vision of a world free of lung disease

includes our work against COVID-19 and future pandemics. With the support of our partners, and on behalf of all Americans, we know we can succeed.

Our 23rd Annual State Of The Air Report

April 21, 2022

Search State of the Air Report



- Puts air pollution into everyday language
- Gives the public local information
- Focuses attention on particle pollution and ozone
- Gives grades to 932 counties with monitors (out of 3,221 counties)
- Ranks 25 metro areas with worst pollution (& cleanest) for 3 pollutants

Quit Smoking

Want to stop smoking or vaping or help a loved one quit? We're here for you every step of the way with tools, tips and support. The important thing is to keep trying to quit, until you quit for good.



Freedom From Smoking Group Clinics

Our in-person Freedom From Smoking group clinics include eight sessions led by a certified facilitator with a small group of eight to 16 people and are held throughout the country. The program features a step-by-step plan for quitting smoking and each session is designed to help smokers gain control over their behavior. Because no single quit smoking plan is right for all smokers, the program presents a variety of evidence-based techniques for individuals to combine into their own plan to quit smoking. The clinic format also encourages participants to work on the process and problems of quitting both individually and as part of a group. [Find a Group Clinic](#) near you.

Lung HelpLine

Staffed by respiratory therapists and certified tobacco treatment specialists, the Lung HelpLine is available to answer any question – whether you're looking to start a quit smoking attempt, want to learn more about Freedom From Smoking Plus, Group Clinics or The Guide to Help You Quit Smoking, or want telephone counseling from an expert over the course of your journey to quit smoking. Call 1-800-LUNGUSA.

lung.org



Helping Teens Quit

Teen tobacco cessation and education resources

lung.org



Not On Tobacco® (N-O-T)

Not On Tobacco® (N-O-T) is the American Lung Association's voluntary quit smoking program for teens ages 14 – 19. Over the 10-week program, participants learn to identify their reasons for smoking, healthy alternatives to tobacco use and people who will support them in their efforts to quit. [Learn more about N-O-T.](#)

INDEPTH

The American Lung Association's Intervention for Nicotine Dependence: Education, Prevention, Tobacco and Health (INDEPTH) is an alternative for students who face suspension for violation of school tobacco, vaping, or nicotine use policies. Students participate in a series of interactive educational sessions administered by an adult facilitator in either a one-on-one or group format in a school or community-based setting. [Learn more about INDEPTH](#) and how you can start a program.

Kids and Smoking

There are many reasons that kids pick up tobacco products and start using nicotine, and some of them may surprise you. Find out how to talk to your teens about avoiding smoking, and what to do if they need to quit. [Learn more about youth smoking.](#)

The American Lung Association is committed to helping educate, intervene and prevent the use of tobacco and nicotine by the next generation. This is especially important because close to 95 percent of smokers try their first cigarette before the age of 21. With the Federal Drug Administration's recent announcement about teen vaping reaching epidemic levels, the fight against nicotine and tobacco has become even more vital. The resources below can offer you the tools to not only talk to your kids about the dangers of tobacco but to help them quit if they have already become addicted.

Lung Cancer

Can we help you find information on lung cancer?
Start by selecting which best describes you.

I am... 



Am I a candidate for lung cancer screening?

- 50–80 years of age
- Have a 20 pack-year history of smoking (this means 1 pack a day for 20 years, 2 packs a day for 10 years, etc.)
- AND, are a current smoker, or have quit within the last 15 years

[lung.org](https://www.lung.org)

What Is Lung Cancer?

Lung cancer happens when cells in the lung change (or mutate). Most often, this is because of exposure to dangerous chemicals that we breathe. But lung cancer can also happen in people with no known exposure to toxic substances. Unlike normal cells, cancer cells grow uncontrollably and cluster together to form a tumor, destroying healthy lung tissue around them. Symptoms usually do not appear until cancer cells spread to other parts of the body and prevent other organs from functioning properly. At this point, it is harder to treat lung cancer.

Key Points

- Lung cancer is the leading cancer killer in both men and women in the U.S.
- Smoking poses the greatest risk, but there are others such as exposure to radon and air pollution.
- Screening high risk individuals has the potential to dramatically improve lung cancer survival rates.
- There are multiple types of lung cancer. Knowing this information can help inform treatment options.

The Future

Research

The key to saving lives is research. You can be part of the solution by partnering with the American Lung Association.

We Support Lifesaving Research

- Invested \$198.2 million in research projects since 2000
- We are funding 21 COVID-focused grants, including studying long COVID
- Our Lung Cancer Interception Dream Team with best-in-class researchers is looking to stop lung cancer before it takes hold
- Our Airways Clinical Research Centers are the largest not-for-profit network of clinical trial research centers dedicated to lung health

Our Research Team – By the Numbers

- 100 Asthma and COPD Specialists
- 15 Clinical Research Centers and 35+ Trial Sites
- Data Coordinating Center at Johns Hopkins University



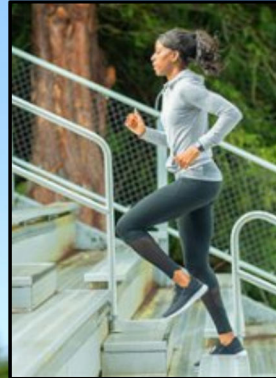
Groundbreaking Longitudinal Lung Study

This \$24.8 million NIH National Heart, Lung and Blood Institute grant is the first federally funded U.S. millennial study that will radically improve how we prevent and treat lung disease. Described by the principal investigator as the “cholesterol of the lungs,” the findings are anticipated to be synonymous to the cholesterol discovery for cardiovascular health; highly meaningful in everyday life.

This is a game-changer.



The Best Supported
Events in the
Pacific Northwest



Back to the Beach
May 14, 2022.



Climbing again
June 26, 2022.



2,000 plus riders

200 plus volunteers

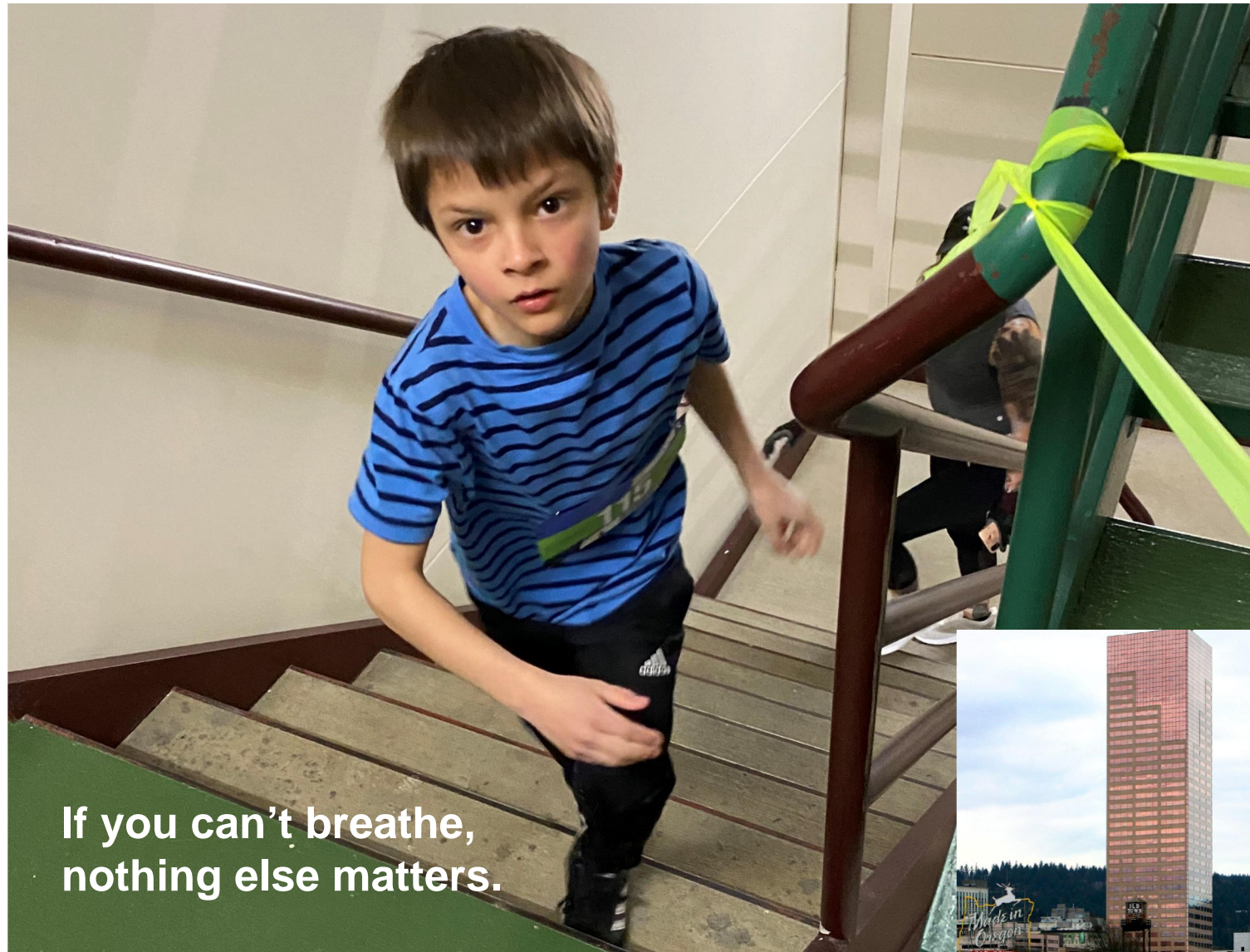
**20,000 plus
rider supporters**



300 plus climbers

50 plus volunteers

**3,000 plus
climb supporters**



Realizing our vision of a world free of lung disease starts with you.

Our mission is bold and optimistic.
We know it will take energy, work and a plan.
Let's make it happen together.

26, 2022 / Climb Your Way

With Your Help, We Will

Save lives | Defend healthy air | Protect lung health

We are Committed to:

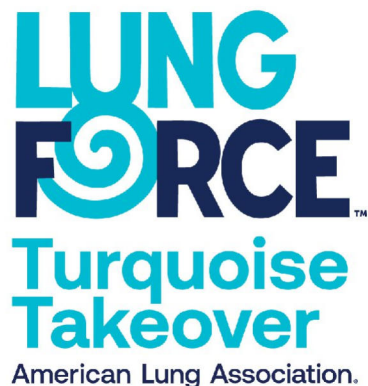
- Reversing the youth vaping epidemic
- Defeating lung cancer, the #1 cancer killer
- Funding groundbreaking research investments to unlock new treatments
- Championing healthy, clean air for all Americans
- Helping children, parents and teachers manage asthma, the #1 cause of missed school days
- Creating a tobacco-free future
- Ending the COVID-19 pandemic



 American
Lung
Association



Turquoise Takeover



Turquoise Takeover

May 8-14, 2022

LUNG FORCE's annual Turquoise Takeover celebration unites the nation to raise critical awareness of lung cancer, the nation's leading cancer killer.



The Morrison Bridge in Downtown Portland Is Going Turquoise. May 12 – 14

Newberg – Will You Go Turquoise?




Our Vision

A World Free of Lung Disease

Thank You For Your Time Q&A

For further information please contact Julian Dillon at
Julian.Dillon@lung.org or 503 718 6152

Lung.org

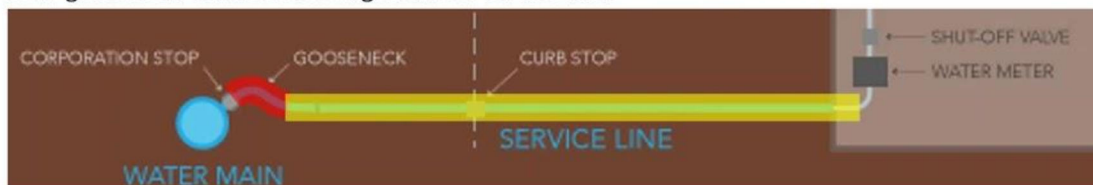
 American
Lung
Association



Tiering Criteria Highlights

Galvanized service lines

Lead gooseneck connected to a galvanized service line.



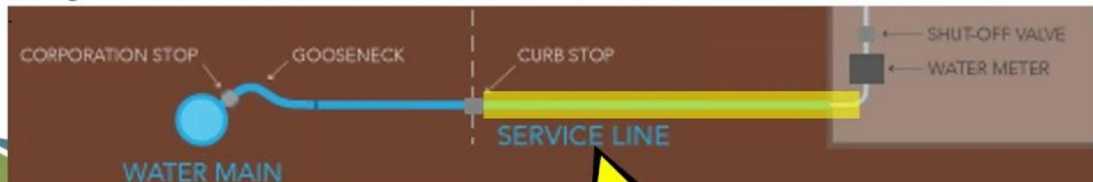
Lead

Galvanized

Lead Service Line

Tier 1 or 2

Lead gooseneck has been removed. Galvanized service line remains.



NOT a Lead Service Line

Tier 3 or Other

Galvanized portion must still remain on DSMI and removed as part of 5% LSLR activities.

REQUEST FOR COUNCIL ACTION



Date Action Requested: May 2, 2022

Order ☐ Ordinance ☐ Resolution ☒ Motion ☐ Information ☐

No. 2022-3827

Subject: A Resolution approving the FY 2022-2023 Visit Newberg (Taste Newberg) Business Plan and Budget

Staff: Doug Rux, Director; Leslie Caldwell, Executive Director

Department: Community Development

File No.GEN22-0008

Business Session

Order On Agenda: New Business

Hearing Type:

Recommendation:

Adopt Resolution 2022-3827.

Executive Summary:

The City of Newberg entered into an Agreement with Visit Newberg on May 20, 2019, to provide tourism marketing and promotion services. The effective date of the agreement was July 1, 2019 and runs for three years. The end of the initial three years is June 30, 2022. Per the Agreement Section 12. Term: "...At the end of the three year term, the Agreement will automatically renew for three one year periods unless either party wishes at any time not to extend the Agreement...."

Under Section 4. Annual Business and Marketing Plan:

- a. Beginning with the 2020-2021 fiscal year, the Contractor will prepare and submit a Business Plan to the City Council no later than three weeks before the first Council meeting of May each year. The Business Plan will contain a review of the previous year's performance and a detailed description of the services the Contractor proposes to provide in the next fiscal year, as well as a proposed budget for the next fiscal year. The Business Plan will identify activities and performance goals. Additionally, the Business Plan will contain a detailed explanation of any amendments the Contractor has made to the Contractor's bylaws. The Contractor will be fully responsible for the implementation of services and programs and the City will not control the day to-day activities and operations of Visit Newberg and its employees and agents. However, the City may provide general suggestions regarding the funding of various services or programs, which the Contractor will consider in the use of City funds.
- b. The City Council will consider the Business Plan during a Council meeting in the month of May each year, after which, the Council will determine whether to approve the Plan. If the Council approves the Business Plan, the Council will authorize continued funding of Visit Newberg for the next fiscal year. The Contractor will expend funds received from the City under this Agreement only as set out in and authorized by the Business Plan. If the Council does not approve the Business Plan and the parties cannot reach agreement on modifications, this Agreement will terminate in the same manner as if the Contractor had defaulted or breached the Agreement, pursuant to Article 13.

- c. The Contractor's proposed budget will be prepared assuming a total budget for services provided under this Agreement of 35.06% of projected Transient Lodging Tax collections for the current year, minus the City's annual expenditures to the Chehalem Valley Chamber of Commerce for the Visitor Center contract, and funds committed from the Transient Lodging Tax Destination Development-Marketing Grant program grant awards.

The Contractor's annual budget will contain a reserve fund in an amount equal to at least three months of total operating expenses as defined by the Contractor's adopted fiscal policies. The reserve fund may be used in the case of actual revenues being less than forecast and in support of activities included in the approved Business Plan. In no case will expenditures exceed actual funds payable under this Agreement. However, nothing in this section precludes the Contractor using funds secured from sources other than the City in the Contractors' complete and total discretion.

Visit Newberg's proposed budget includes a three-month operating expense reserve fund in accordance with Section 4.c. of the Agreement.

Visit Newberg submitted a Business Plan on April 12, 2022, in accordance with Section 4.a. of the Agreement, which was reviewed by the City Council on May 2, 2022 in accordance with Section 4.a. of the Agreement (Resolution 2022-3827, Exhibit "A").

Fiscal Impact:

Funds for Visit Newberg are in Fund 19, 19-1110-592502 Visit Newberg Contract. A total of \$217,840 are in the proposed FY 2022-2023 budget.

Strategic Assessment:

2020 Council Goals:

1. Change operational culture to one focused on Customer Service and act to Resolve Ongoing Legal Disputes

Visit Newberg operates as a Destination Marketing Organization providing customer service to individuals visiting Newberg and its various tourism attraction amenities.

2. Further develop an operational culture that adopts and cherishes Diversity, Equity, and Inclusion as core values.

The Visit Newberg organization works to attract all individuals who desire visit Newberg's tourism amenities which in turn promotes Diversity, Equity, and Inclusion.

3. Promote development of housing affordability such as houselessness, transitional housing, workforce housing.

Not applicable.

4. Create and support an Urban Renewal Plan and Authority

Not applicable.

5. Collaborate with local partners and with entities like ICLEI in the development of a Sustainability program.

Not applicable.

RESOLUTION No. 2022-3827

A Resolution approving the FY 2022-2023 Visit Newberg (Taste Newberg) Business Plan and Budget

Recitals:

1. The City of Newberg entered into an Agreement with Visit Newberg on May 20, 2019, to provide tourism marketing and promotion services per Resolution No. 2018-3519. The effective date of the agreement is July 1, 2019, and runs for three years.
2. The end of the initial three years is June 30, 2022. Per the Agreement 12. Term: "...At the end of the three year term, the Agreement will automatically renew for three one year periods unless either party wishes at any time not to extend the Agreement...."
3. Visit Newberg's proposed budget includes a three-month operating expense reserve fund in accordance with Section 4.c. of the Agreement.
4. Visit Newberg submitted a Business Plan on April 12, 2022, in accordance with Section 4.a. of the Agreement and was reviewed by the City Council on May 2, 2022, in accordance with Section 4.b. of the Agreement.

The City of Newberg Resolves as Follows:

1. The 2022-2023 Visit Newberg Business Plan and Budget, Exhibit "A", is approved.

Effective Date of this resolution is the day after the adoption date, which is: May 3, 2022.

Adopted by the City Council of Newberg, Oregon, this 2nd day of May, 2022

Zaira Robles Muniz, Administrative Assistant

Attest by the Mayor this ____ day of May, 2022.

Rick Rogers, Mayor

2022 NEWBERG CITY COUNCIL MEETING INFORMATION

Meeting Date: 5/2/22

Start: 6:00 p.m.

Stop: 8:40 p.m.

Councilors	Roll Call	Consent Res 3818 R&R General Contractors contract Res 3815 Concrete Solutions contract Res 3828 Police Union Contract	Motion Appointment Planning Commission Linda Newton- Curtis	Res 3822 Annex parcel R2339 02100	Res 3827 Taste Newberg FY 2022-2023 business & budget plan	Res 3833 Dist. 2 declaration of vacancy	
MCBRIDE	X	Yes	Yes	Yes	Yes	Yes	
MILDENBERGER	X	Yes	Yes	Yes	Yes	Yes	
YARNELL HOLLAMON	X	Yes	Yes	Yes	Yes	Yes	
District 2 Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	Vacant	
ROGERS	X	Yes	Yes	Yes	Yes	Yes	
BACON	X	Yes	Yes	Yes	Yes	Yes	
FINDLEY	X	Yes	Yes	Yes	Yes	Yes	
ROLL CALL VOTES		Yes: 6 No: 0 Absent: 1	Yes: 6 No: 0 Absent: 1	Yes: 6 No: 0 Absent: 1	Yes: 6 No: 0 Absent: 1	Yes: 6 No: 0 Absent: 1	
MOTION (1 st /2 nd):		Findley / Bacon	Findley / Bacon	Findley / Yarnell Hollamon	McBride / Yarnell Hollamon	Yarnell Hollamon / Findley	
Department/ Staff:		ENG HR, NPD	CR	Community Dev.	Community Dev.	CR	
Changes:							
Tabled:							

City Recorder

[none] Scheduling on Forward Looking Calendar

[x] Council Timesheets

[x] Workmen's Compensation hours

Executive Session ORS 192.660(2)(F) EXEMPT PUBLIC RECORDS

Councilors	Roll Call
McBride	X
Mildenberger	X
Yarnell Hollamon	X
District 2	Vacant
Mayor Rogers	X
Bacon	X
Findley	X

Staff Present: City Attorney James Walker, HR Project Specialist Alison Seiler

Others Present: Amy Robinson, Miller Nash

Zoom Start: 6:03p.m.

Zoom Stop: 6:50 p.m.

Meeting adjourned at 6:50 p.m.