

CITY OF NEWBERG
CITY COUNCIL AGENDA
MONDAY, NOVEMBER 5, 1990
7:30 P.M.
NEWBERG PUBLIC LIBRARY

I. CALL MEETING TO ORDER

II. ROLL CALL

III. CONSENT CALENDAR:

1. Approve minutes from an adjourned meeting of the City Council on October 16, 1990.
2. Resolution No. 90-1583 accepting the low bid of Jim Smith Excavating Incorporated for the construction of the Parkway Subdivision Water System Local Improvement District.
3. Resolution No. 90-1584 accepting the low bid of Jim Smith Excavating Incorporated for the construction of the Newall Addition Water System Local Improvement District.
4. Resolutions regarding clean water/sewer rate and a non-peak hour rate for irrigation purposes.
Resolution No. 90-1585, Resolution No. 90-1586.
5. Resolution No. 90-1587 authorizing the City Manager to sign an addendum to the Mutual Automatic Aid Response agreement with Tualatin Valley Fire and Rescue for the provisions of emergency response to hazardous material incidents.
6. Resolution No. 90-1588 authorizing the Mayor to sign a lease agreement with Newberg Human Resource Center and CASA.
7. Resolution No. 90-1589 authorizing the Mayor to sign a lease agreement with Paul Hart with the City of Newberg.
8. Authorize appointment of Alan Halstead to the NUAMC as member at large position.

IV. REQUESTS AND COMMUNICATIONS FROM THE FLOOR:

V. PUBLIC HEARINGS:

1. Public hearing regarding prohibiting parking at a certain location on Deborah Road, amending Ordinance No. 902.
Ordinance No. 90-2285.
2. Public hearing regarding the vacation of the east-west alley in Block 37 Edwards Addition, between Sixth and Seventh, Chehalem and Willamette Streets.
Planning Department File No. VAC-1-90.
Ordinance No. 90-2286.

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3. Public hearing regarding revisions to the Comprehensive Plan.
4. Public hearing regarding Zoning Ordinance Amendments for Manufactured Housing.
5. Public hearing regarding renaming a portion of Sunset Drive. Ordinance No. 90-2287.

VI. REPORT FROM CITY MANAGER.

VII. REPORT FROM COUNTY COMMISSIONER.

VIII. REPORT FROM CHAMBER OF COMMERCE.

IX. CONTINUED BUSINESS.

X. NEW BUSINESS:

1. Appointment of Budget Committee members.

XI. EXECUTIVE SESSION IF NEEDED.

XII. ADJOURN.

INDEX OF RESOLUTIONS AND ORDINANCES ON THIS AGENDA FOR ACTION.

RESOLUTIONS:

1. Resolution No. 90-1583 accepting the low bid of Jim Smith Excavating Incorporated for the construction of the Parkway Subdivision Water System Local Improvement District.
2. Resolution No. 90-1584 accepting the low bid of Jim Smith Excavating Incorporated for the construction of the Newall Addition Water System Local Improvement District.
3. Resolution No. 90-1585 establishing a sewer service fee for discharging clean water in to the sewer system in the City of Newberg.

CITY OF NEWBERG
CITY COUNCIL WORK SESSION
MONDAY, NOVEMBER 5, 1990
6:00 P.M.
NEWBERG COMMUNITY HOSPITAL

THE CITY COUNCIL OF THE CITY OF NEWBERG WILL HOLD A WORK SESSION TO REVIEW THE NOVEMBER 5, 1990, COUNCIL AGENDA ITEMS. THE COUNCIL WILL NOT MAKE ANY DECISIONS ON THE AGENDA ITEMS AT THE WORK SESSION. THE WORK SESSION WILL BE HELD IN CONFERENCE ROOM "A" AT THE NEWBERG COMMUNITY HOSPITAL.

THE WORK SESSION WILL BE FOLLOWED BY THE CITY COUNCIL MEETING WHICH WILL BE HELD AT THE NEWBERG PUBLIC LIBRARY BEGINNING AT 7:30 P.M.

DATED THIS 31ST DAY OF OCTOBER, 1990.

DUANE R. COLE,
CITY RECORDER

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4. Resolution No. 90-1586 establishing a water service rate for water used for irrigation during non-peak hours.
5. Resolution No. 90-1587 authorizing the City Manager to sign an addendum to the Mutual Automatic Aid Response agreement with Tualatin Valley Fire and Rescue for the provisions of emergency response to hazardous material incidents.
6. Resolution No. 90-1588 authorizing the Mayor to sign a lease agreement with Newberg Human Resource Center and CASA.
7. Resolution No. 90-1589 authorizing the Mayor to sign a lease agreement with Paul Hart with the City of Newberg.

ORDINANCES:

1. Ordinance No. 90-2285 prohibiting parking at a certain location on Deborah Road, amending Ordinance No. 902.
2. Ordinance No. 90-2286 vacating the east-west alley in Block 37 Edwards Addition, between Sixth and Seventh, Chehalem and Willamette Streets.
3. Ordinance No. 90-2287 renaming a portion of Sunset Drive.

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NEWALL ADDITION WATER SYSTEM L.I.D.
BID TABULATION

Jim Smith Excavating	\$49,671.50
Wayne Jesky Construction	\$50,380.25
Marv's Utiltiy Specialists	\$58,860.00
Leavitt Enterprises	\$59,415.00
Marshall Associated Contracting	\$60,694.50
Civil Construction Co.	\$61,661.00
Greensun's Inc.	\$64,290.00
Aloha Enterprises	\$65,633.50
Flintstone Crushing & Construction	\$66,903.90
Kizer Excavating	\$70,906.40
G.V.S. Contracting	\$91,625.00

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REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: October 23, 1990

_____ MOTION

DATE REQUESTED: November 5, 1990

_____ X RESOLUTION

_____ ORDINANCE

_____ INFORMATION

SUBJECT: CLEAN WATER/SEWER RATE AND A NON-PEAK HOUR WATER RATE FOR IRRIGATION PURPOSES

RECOMMENDATION: The Community Development Committee recommended that a rate of \$1.70 per 100 cubic feet be established for clean water entering the sewer system. The Committee also recommended that a rate of \$1.25 per 100 cubic feet of water be established for irrigation during off hours.

BACKGROUND: The new water and sewer rates are now in effect. The staff has been reviewing accounts to verify that they are in the proper use classes as defined by the new rate structure. In this process two volume chargers were not established by the resolution, a clean water/sewer rate and a water use rate for irrigating during off hours.

Neither of these rates were included in the rate study, however, the rate was discussed and recommended by Dave Hassen from CH2M Hill who did the rate studies. These rates are established by the procedures used in the cost to serve study and represent the true cost of providing the service.

Presently there are three businesses that would be using the clean water/sewer rate for their discharge of water from their water cooled compressors. To date no one has expressed that they would irrigate during non-peak hours to take advantage of the lower rate for water use.

COST: There would be no cost to the City since the rates established represent the cost of providing the service.


Bert S. Teitzel, Director of Public Works


Duane R. Cole, City Manager

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RESOLUTION NO. 90-1585

A RESOLUTION ESTABLISHING A SEWER SERVICE FEE FOR DISCHARGING CLEAN WATER INTO THE SEWER SYSTEM IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

WHEREAS, the governing ordinance of the City of Newberg empowers the City Council to establish just and equitable rates, fees and charges for sewerage service and call for an annual review of such charges; and

WHEREAS, Resolution No. 90-1565 passed and approved July 9, 1990 did not set a rate for clean water discharge into the municipal sewage system; and

WHEREAS, after review of existing rates, fees and charges the Council has determined a need to establish a charge for clean water to attain equity between customer groups.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newberg, Oregon as follows, to wit:

Section 1. Charges for Sewerage Service.

That the volume charge of \$1.70 for clean water be added to exhibit 1 of Resolution No. 90-1565.

Section 2. Resolution No 90-1565.

That all the provisions of Resolution No. 90-1565 shall remain in effect.

ADOPTED by the City Council of the City of Newberg, Oregon, this 5th day of November, 1990.

Duane R. Cole, City Manager

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RESOLUTION NO. 90-1586

A RESOLUTION ESTABLISHING A WATER SERVICE RATE FOR WATER USED FOR IRRIGATION DURING NON-PEAK HOURS.

WHEREAS, the governing ordinance of the City of Newberg call for annual review of charges for water service; and

WHEREAS, Resolution No. 90-1566 passed and approved on July 9, 1990 by the City Council did not include a volume charge for irrigating during non-peak hours; and

WHEREAS, after review of existing rates, fees, and charges the Council has determined a need to establish a rate for irrigating on non-peak hours to attain equity between customer groups.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newberg, Oregon, as follows, to wit:

Section 1. A volume charge of \$1.25 for off-peak irrigation shall be added to exhibit 1 of Resolution No. 90-1566.

Section 2. Non-peak hour irrigation shall occur between the hours of 10:00 p.m. and 5:00 a.m. the following day.

Section 3. That all of the provisions of Resolution No. 90-1566 shall remain in effect.

ADOPTED by the Council of the City of Newberg, Oregon, this 5th day of November, 1990.

Duane R. Cole, City Manager

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TUALATIN VALLEY FIRE & RESCUE

20665 S.W. Blanton St. • Aloha, OR 97007 • 503/649-8577 • FAX 642-4814

September 12, 1990

Chief Elmer Christensen
Newberg Fire Department
414 E. Second Street
Newberg, OR 97132

Dear Chief Christensen,

The enclosed addendum to our Mutual/Automatic Aid Agreement will enable Tualatin Valley Fire and Rescue to respond to a hazmat incident outside of our normal service area.

When the State of Oregon contracts with our agency to provide a Regional Response Team, we will be authorized to provide service to a large area of the State. In the meantime, this addendum will allow us to provide this protection as soon as we receive a duly signed copy. Enclosed you will find two copies of this agreement. Please sign and return both. After receiving a signature from our Board of Directors, one original will be returned for your files.

Thank you and please call if you have questions regarding this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Floyd L. Pittard".

Floyd L. Pittard
Chief of Operations

FLP/nl

Enclosures

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TUALATIN VALLEY FIRE & RESCUE

20665 S.W. Blanton St. • Aloha, OR 97007 • 503/649-8577 • FAX 642-4814

ADDENDUM TO MUTUAL/AUTOMATIC AID RESPONSE AGREEMENT

This Addendum is made and entered into this _____ day of _____, 1990, by and between Tualatin Valley Fire and Rescue, a special district of the State of Oregon ("District"), and _____, an Oregon public body ("Requesting Party"), for the purpose of providing emergency response to hazardous material ("HazMat" or "hazmat") incidents.

WHEREAS, the parties to this Agreement have previously entered into a Mutual/Automatic Aid Response Agreement dated _____, 19____, for the purpose of securing to each the benefits of mutual aid in performing the functions normally requested of a fire department in the protection of life and property from fire and other natural and man-made disasters, with the exception of hazardous material incidents; and

WHEREAS, the District is presently working with the State of Oregon to implement a regional HazMat response team which, when implemented, will be responsible for hazmat responses in the Requesting Party's response area; and in anticipation of awarding that contract, the District has developed hazardous materials response capabilities and the parties desire that those services become part of the District's responsibilities under the Mutual/Automatic Aid Response Agreement.

NOW, THEREFORE, the parties agree as follows:

1. HazMat Services. The District agrees to provide hazmat response to the Requesting Party to the extent that the District has developed said capabilities. The District makes no representations or warranties with regards to the extent or adequacy of hazmat services to be provided, but will respond to the best of its abilities and subject to the limitations and terms of this Agreement. For purposes of this Agreement, response is for emergency situations involving releases and threats of release of petroleum products and/or other hazardous

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substances, including clandestine drug lab related situations. Response is limited to that necessary to stabilize the situation and does not include transport, storage, disposal or remedial clean up of hazardous materials. The District reserves the right to limit or otherwise determine the extent and level of effort to be applied in response actions.

2. Waiver, Indemnity and Hold Harmless.

A. Each party waives all claims against the other party for compensation for any loss, damage, personal injury or death occurring to personnel or equipment as a consequence of performance under this Agreement.

B. The Requesting Party agrees to defend, save and hold harmless and indemnify the District from and against any and all third party liability for or on account of any death or injury of persons, or damage to property arising out of any actions, including negligent actions, by the personnel of the District taken pursuant to the provisions of this Agreement; excepting, however, gross negligence or intentional misconduct. The Requesting Party recognizes and acknowledges that these provisions are intended to cover all liability with regards to hazardous materials response, without exception. Third parties include, but are not limited to, governmental agencies.

3. Termination. It is agreed that either party hereto may terminate this Agreement at any time by giving thirty (30) days notice in writing of intention to do so to the other party, such notice being sent to the governing body of the party and a copy thereof to the Chief of the department for the party notified.

4. Effective Date. This Agreement shall not be effective until the governing body of the District and the Requesting Party approve this Addendum. The parties agree that this Addendum will be executed in duplicate originals so that each party may maintain an original for its files.

5. Reimbursement of Expenses to District. The District will not be compensated by the Requesting Party for hazmat services. However, to the extent recoverable by law, with respect to third parties, the District may bill and be compensated for costs and expenses incurred in responding to the incident. The Requesting Party agrees to timely assist and cooperate in the District's efforts to obtain compensation. Assistance shall be given without charge and shall

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include, but not be limited to, provision of such documentation as is necessary to support the District's claim, testimony and execution of additional documents, such as assignments, as might be necessary.

6. Prior Agreement. The remainder of the Mutual/Automatic Response Agreement shall continue in full force and effect and be applicable to hazmat response except as specified herein.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to ordinances or resolutions duly adopted.

TUALATIN VALLEY FIRE AND
RESCUE DISTRICT

Chairman, Board of Directors

Date

Secretary, Board of Directors

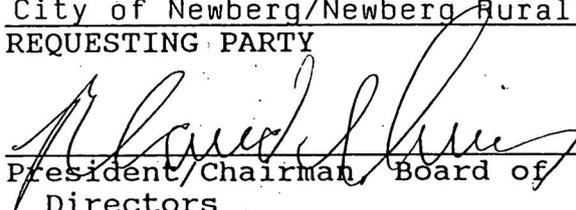
Date

Fire Chief

Date

Date and number of ordinance
or resolution authorizing
execution of Agreement

City of Newberg/Newberg Rural Fire Dist.
REQUESTING PARTY

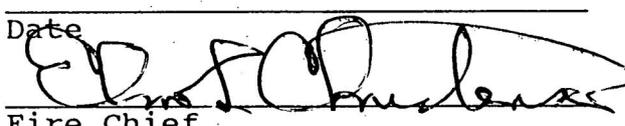


President/Chairman Board of
Directors

Date

City Manager

Date



Fire Chief

Date

Date and number of ordinance
or resolution authorizing
execution of Agreement

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REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: October 31, 1990

X RESOLUTION

DATE ACTION REQUESTED: November 5, 1990

SUBJECT: Newberg Human Resource Center Homeless Shelter

RECOMMENDATION: To adopt Resolution No. 90-1588, authorizing the City of Newberg to enter into two agreements concerning the Community Development Program Grant (Grant No. C90026) which has been used to purchase and help operate the Homeless Shelter. The Ordinance/Legislative Committee met on this matter on October 18th and recommends passage of the resolution and entering into the agreements.

The agreements are as follows:

1. The agreement to administrate the grant with the Community and Shelter Assistance Corporation (CASA). Please note that there is a thirty (30) day termination provision to get out of the agreement.
2. The agreement with Newberg Human Resource Center (NHRC) to operate the Homeless Shelter. There are two important provisions in this agreement:
 - a. At the end of the fifteen year period, NHRC will be able to own the Homeless Shelter.
 - b. All maintenance on the building will be done by NHRC during this period.

Please remember that if NHRC violates their lease and the lease is canceled, we will still have to establish a homeless shelter under the terms of our grant for that fifteen year period.

SUBMITTED BY:



Terrence D. Mahr - City Attorney

APPROVED BY:



Duane R. Cole - City Manager

cc\tdmnhrc

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REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: October 31, 1990

X RESOLUTION

DATE ACTION REQUESTED: November 5, 1990

SUBJECT: Lease of Property for Beautification Purposes

RECOMMENDATION: Pass Resolution No. 90-1589 which authorizes two agreements.

The first agreement is a lease agreement to lease Paul C. Hart's property for the purpose of the beautification. The City has no obligation of lease payments. Mr. Hart will receive a property tax exemption. Please note that we have a clause in the agreement protecting Mr. Hart from any environmental liability.

The second agreement is a maintenance agreement by which the Chamber of Commerce agrees to maintain the property and the landscaping. In the lease agreement, the City takes responsibility then we pass that responsibility onto the Chamber through their Leadership Program.

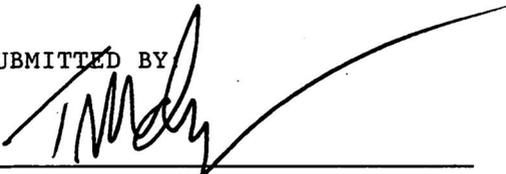
BACKGROUND:

I have been working with the Chamber of Commerce and they have been working with Paul Hart to bring this about. Hopefully it will make the old "bowling alley" spot look better.

FISCAL IMPACT:

There should not be any cost to the City except administrative cost in filing for the property tax exemption and the time taken to write the agreements. We may have some slight maintenance costs but the Chamber is hopefully going to be successful in getting that taken care of.

SUBMITTED BY



Terrence D. Mahr, City Attorney

APPROVED BY:



Duane R. Cole - City Manager

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RESOLUTION NO. 90-1587

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN ADDENDUM TO THE MUTUAL AUTOMATIC AID RESPONSE AGREEMENT WITH TUALATIN VALLEY FIRE AND RESCUE FOR THE PROVISION OF EMERGENCY RESPONSE TO HAZARDOUS MATERIAL INCIDENTS.

WHEREAS, the City of Newberg and the Tualatin Valley Fire and Rescue have an existing mutual aid response agreement for the protection of the community from conflagration; and

WHEREAS, the State of Oregon has mandated that cities form or contract with agencies that have a Hazardous Material Response Team; and

WHEREAS, Tualatin Valley Fire and Rescue has undertaken as a special district of the State of Oregon to provide emergency response to hazardous material incidents.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newberg that the City Manager is authorized to sign an addendum to mutual automatic aid response agreement the Tualatin Valley Fire and Rescue on the behalf of the City of Newberg.

APPROVED this 5th day of November, 1990.

Duane R. Cole - City Recorder

\agreeres

RESOLUTION NO. 90-1588

RESOLUTION AUTHORIZING THE CITY OF NEWBERG, OREGON, TO ENTER INTO AN AGREEMENT WITH THE COMMUNITY AND SHELTER ASSISTANCE CORPORATION FOR THE ADMINISTRATION OF A COMMUNITY DEVELOPMENT PROGRAM GRANT (GRANT NO. C90026) AND AUTHORIZING THE CITY TO ENTER INTO A LEASE WITH THE NEWBERG HUMAN RESOURCE CENTER TO OPERATE A HOMELESS SHELTER IN CONNECTION WITH THE GRANT.

WHEREAS, the City of Newberg by Resolution No.90-1578 authorized the expenditure of Oregon Community Development Block Grant (the CDBG) funds for the purchase of a house at 615 N. College St. in order to establish a homeless shelter; and

WHEREAS, such purchase was done by deed dated September 7, 1990; and

WHEREAS, the City obtained the funds through CDBG Grant no. C90026; and

WHEREAS, Community and Shelter Assistance Corp. (CASA) is willing to administer said Grant; and

WHEREAS, the Newberg Human Resource Center (NHRC) is willing to lease the house and run the homeless shelter.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Newberg as follows:

1. The City is hereby authorized to enter into an agreement with CASA for the administration of the CDBG Grant no. C90026. The agreement is attached to this Resolution as Exhibit "A" and by this reference incorporated. Further, the City Manager is authorized to sign on behalf of the City.

2. The City is authorized to enter into a lease with NHRC for the lease of the house at 615 N. College which has been purchased by the City pursuant to this Grant. The purpose of the lease is for NHRC to run a homeless shelter on said premises. The lease is attached to this Resolution as Exhibit "B" and hereby incorporated. The Mayor and City Manager are hereby authorized to sign on behalf of said City.

Adopted by the City Council of the City of Newberg this 5th day of November, 1990.

Duane R. Cole, City Recorder

RES.OCT

AGREEMENT FOR ADMINISTRATION OF CDBG GRANT C90026

THIS AGREEMENT is between the City of Newberg, a political subdivision of the State of Oregon ("CITY"), and the Community and Shelter Assistance Corporation of Oregon, a private non-profit corporation, ("CASA").

RECITALS

- A. CITY has received a Homeless Shelter Assistance Grant (#C90026) in the amount of \$127,500, from the United States Department of Housing and Urban Development (HUD), administered by the Oregon Community Development Program.
- B. The Homeless Shelter Assistance Grant (#C90026), was approved and granted to CITY to commence on May 10, 1990 and release of funds scheduled for August 3, 1990.
- C. The purpose of the Grant is to provide funds necessary to purchase and rehabilitate a house located at 615 N. College St., Newberg, OR., for use as a homeless shelter, and to provide related services to the shelter occupants. A more complete description of the grant purposes and regulations governing the project are contained in the GRANT CONTRACT (between the CITY and the STATE) and exhibits attached thereto, which by reference and incorporation are made a part of this agreement.
- D. Included in the grant amount is the sum of \$7,500.00 for the purpose of general administration of the grant.
- E. The Grant Application to the State, as approved by the State, named CASA as the administrator of the grant. CASA is experienced and qualified in the administration and operation of a grant such as this.
- F. The CITY and CASA recognize that the CITY has ultimate responsibility for carrying out the terms of the Grant Contract.

In exchange for the promises and other valuable consideration set forth below, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Subject to the limitations of the Grant Contract and of this Agreement, CASA shall be responsible for the administration of Community Facilities Grant No. C90026 awarded to CITY. CASA shall perform all functions of administration excluding the financial administration and does not assume responsibility for providing an audit of the project. CASA may delegate or subcontract specific tasks to other parties or entities with the written consent of CITY.

2. The CITY shall be responsible for the financial administration of the grant and audit, as required by HUD and the Oregon Community Development Program. The CITY shall also be responsible for executing any assurances required by the Grant Contract

3. Both parties agree to cooperate as necessary to assure full compliance with the Grant Contract.

4. The CITY agrees to pay CASA an amount not to exceed \$7,500 for services provided under this agreement. Payment shall be made quarterly, within 21 days after the CITY receives an invoice submitted by CASA detailing services.

5. CASA will oversee the purchase and rehabilitation of of the house and property at 615 N. College Street, Newberg, Or. The purchase and rehabilitation will be done in accordance with the requirements of Grant # C90026, labor standards regulations, and all relevant purchase, bid and construction documents.

6. CASA will make weekly visits, or more often as necessary, to the site when it is under construction and will make bi-monthly field reports to the CITY and quarterly reports to the State of Oregon.

7. It shall be the responsibility of construction contractors to submit documentation to CASA to justify progress payments. CASA's approval will in all circumstances be required prior to issuance of a progress payment by the CITY. Monthly reports by CASA shall confirm whether a progress payment is currently due to a construction contractor, and provide information that may be helpful or necessary in confirming the appropriateness of progress payments. All payments due to construction contractors for work performed shall be made by the CITY to the contractors.

8. CASA agrees to keep and allow access to its records in accordance with HUD standards. HUD requirements state that the CITY and specific federal officials or their authorized representatives, shall have access to any books, documents, papers, and records of CASA which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts and transcriptions. All required records must be maintained by CASA for three years after the CITY makes final payments and all other pending matters are closed. On completion of this contract, CASA shall provide to the CITY, upon request, copies of any records pertaining to work performed by CASA under this agreement.

9. No member, officer, or employee of CASA or its designee or agent, who exercises any functions or responsibilities with respect to this contract during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in work to be performed in connection with this contract. Any subcontracts issued under this contract must include a similar provision

prohibiting such interest.

10. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income persons residing in the area of the project, and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part, by persons residing in the area of the project. Further, affirmative steps shall be taken to assure that small, minority and women-owned businesses, and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services.

11. During the performance of this contract, CASA agrees as follows:

a. CASA will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. CASA will take affirmative action to insure that applicants and employees are treated without regard to their race, color, religion, sex or national origin. Such nondiscriminatory action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates or pay or other forms or compensation, and selection for training, including apprenticeship. CASA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. CASA will, in all solicitation or advertisements for employees placed by or on behalf of CASA, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. CASA will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advertising the labor union or workers' representatives of CASA's commitment under this section, and shall post copies of the notice in conspicuous places available to employees or applicants for employment.

d. CASA will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. CASA will take affirmative steps to assure that

small, minority and women-owned businesses and firms located in labor surplus areas are used when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Include any such qualified firms on solicitation lists.
2. Assure that such firms are solicited whenever they are potential sources.
3. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit such firms maximum opportunities for participation through subcontracting.
4. Where possible, establish delivery schedules which will encourage such participation.
5. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise (Department of Commerce) the Community Services Administration and other sources when appropriate.

f. CASA will furnish all information and reports required by executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, adopted pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of CASA's noncompliance with the nondiscrimination clause of this contract or with any of said rules, regulations, and orders, this contract may be canceled, terminated or suspended, in whole or in part, and CASA may be declared ineligible for further contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. No federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been

paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the local government shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

i. CASA will include the provisions of paragraphs 11 (a--g) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CASA will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

12. Both parties shall comply with the public contracting provisions of ORS Chapter 279 to the extent those provisions apply and those provisions are expressly made a part of this contract by reference.

13. CASA, its subcontractors, if any, and all employers working under this agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires them to provide workers' compensation coverage for all their subject workers.

14. If it becomes necessary for the CITY to intervene and complete performance of this agreement as a result of the failure of CASA to perform its obligations, the CITY shall be entitled as liquidated damages to the amount stated in paragraph 4 above, less an amount equal to the costs incurred by CASA in performing its tasks under this agreement. The CITY shall give CASA 14 days written notice prior to such intervention, stating the reason(s) for the proposed intervention. During the 14 day period, CASA shall have the opportunity to cure any alleged deficiencies. Intervention under this paragraph, if carried out following the 14 day period, shall constitute termination of this agreement.

15. It is also agreed that either party may cancel this agreement with or without cause, upon 30 days notice in writing to the other party. If so canceled, CASA shall receive reasonable compensation not to exceed \$7,500 total for all work accomplished.

16. CASA is engaged by this agreement as an independent

contractor, not as an employee of the CITY, and shall be so deemed for all purposes.

17. Each party shall hold the other harmless from any and all liability incurred on its part under this agreement.

18. CASA hereby warrants that it now has, and at all times relevant to this agreement shall keep in effect comprehensive liability insurance and property damage insurance covering activities and operations of CASA. CASA may satisfy this requirement for general liability insurance in any manner allowed by ORS 30.282. Such liability insurance, in whatever form, shall not be less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, CASA shall immediately notify the CITY verbally and in writing.

19. This agreement shall not be assigned by either party without the prior written consent of the other party. CASA shall not enter into any subcontracts for performance of work under this agreement without prior written consent of the CITY.

20. This agreement is the total agreement between the parties. Modification of this agreement shall not be effective unless it is in writing and signed by an authorized representative of both parties.

DATED: _____, 1990. Retroactive to August 2, 1990.

CASA OF OREGON

CITY OF NEWBERG

Charlie Harris
Executive Director
Dated: _____

Elvern Hall
Mayor
Dated: _____

Duane Cole
City Manager
Dated: _____

FORM APPROVED BY:

AUTHORITY BY RESOLUTION NO.:

TERRY MAHR
City Attorney

LEASE WITH AN OPTION TO PURCHASE

615 N. COLLEGE STREET
NEWBERG, OREGON 97132

THIS LEASE WITH AN OPTION TO PURCHASE is between the City of Newberg, a political subdivision of the State of Oregon, ("Lessor") and the Newberg Human Resources Center, a nonprofit corporation organized under the laws of the State of Oregon, ("Lessee".)

It is understood that Lessor is rehabilitating the subject dwelling with funds provided under an Oregon Community Development Block Grant (#C90026) for the purpose of providing temporary shelter to otherwise homeless individuals and families; and

Lessee has the resources, skill and staff capabilities to properly manage and operate the house as a shelter for the homeless;

Lessor and Lessee agree as follows:

1. DESCRIPTION OF THE PREMISES

The "premises" includes the land and a residential structure, known as 615 North College St., Newberg, Oregon 97132. This structure will also be known as the "NHRC Homeless Shelter".

2. TERM

The term of this lease is from November 15, 1990 through November 15, 2005 at 5:00 p.m.

3. RENT

Lessee shall pay to Lessor \$0 per month as rent for the premises. Consideration for this lease agreement includes other services performed by Lessee, including sound management of the premises as a shelter home, and the promises and covenants contained in this lease.

4. USE OF THE PREMISES

The premises are to be used as emergency shelter for no more than 15 people, including a live-in caretaker in the dwelling. It is a requirement of this lease that the Lessee provide a live-in caretaker for supervision of the premises. Lessee shall comply with any further occupancy limitation that may be imposed by the City of Newberg.

5. RESTRICTION ON USE

Lessee shall not use nor permit the use of the premises for any purpose other than as an emergency shelter without the written consent of Lessor. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises. Lessee shall not use the premises for commercial purposes. Lessee shall not commit or allow damage to, waste or nuisance on the premises, or use or allow the premises to be used for any unlawful purpose.

6. PROPERTY TAX EXEMPTION

Lessee agrees to maintain such organizational status as is required for property tax exemption eligibility under Oregon law.

7. UTILITIES

Lessee shall arrange and pay for all utilities furnished to the premises for the term of this lease, including purchase of fuel oil or other heating fuel, and payment for garbage pickup. Lessor shall insure that electricity, water, sewer, and telephone services are available on the premises, but costs for those services are to be paid by Lessee.

8. REPAIRS AND MAINTENANCE

Lessee is responsible for all ordinary repairs and maintenance on the premises, including the grounds of the premises and for all major repairs and alterations. No major alterations, repairs or maintenance, including exterior painting, structural improvements or landscaping, shall be performed on the premises without prior written notice and approval from Lessor. In any event, repairs or maintenance necessary due to extraordinary causes or because of intentional or negligent damage by Lessee, its agents, officers, employees, assigns, sublessee or persons housed in the premises, shall be the responsibility of Lessee.

9. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES

It is understood between the parties that at the time of execution of this agreement the entire premises are not habitable, but that Lessee may make use of the habitable portion of the premises as a shelter home. Delivery, acceptance and full occupancy of the premises shall occur upon Lessor's final inspection and approval of the work performed and approval of occupancy. Acceptance of the premises for purposes of this section shall take place at that time, by memorandum attached to this agreement and signed by Lessee and Lessor. The memorandum shall include an inventory and shall state that Lessee is accepting the

premises as fit for use by Lessee. Acceptance of the premises by Lessee shall be construed as recognition that the premises are in good state of repair and in sanitary condition. Lessee shall surrender the premises at the end of the lease term in the same condition as Lessee took possession, allowing for reasonable use and wear and damage by acts of God, including fires and storms. Before surrender, Lessee shall remove all business signs placed on the premises by Lessee and restore the portion of the premises on which they are placed to the same condition as when rental began. Lessee shall be liable for any additional costs incurred by Lessor on account of Lessee's failure to vacate the premises in a timely manner as provided in this lease.

10. INDEMNIFY AND HOLD HARMLESS

Lessee shall indemnify and hold harmless Lessor from any and all claims, actions, damages, liability and expense in connection with damage to persons or property arising from any occurrence in upon, or at the premises or the sidewalks or areas adjoining the premises, by Lessee, invitee, guests, employees or agents of Lessee, when occasioned, wholly or in part, by act or omission for which Lessee, its invitee, guests, employees or agents shall be legally liable. If Lessor is made party to any litigation by or against Lessee, without any fault on the part of Lessor, Lessee shall hold Lessor harmless and pay all costs, expenses, and attorneys fees incurred or paid by Lessor in connection with such litigation.

11. RELEASE

Lessee releases and discharges Lessor and Lessor's agents from any and all claims, demands, actions, or liability of every kind and nature for personal injury or property damage, or both, arising out of Lessee's use and occupancy of the leased premises and adjoining areas.

12. INSURANCE

Lessee shall obtain, and at all times keeps in effect, comprehensive liability insurance and property damage insurance covering activities and operations of Lessee, naming Lessor as co-insured. Lessee shall provide Lessor with a certificate of insurance within two weeks of entering this lease. Lessee may satisfy this requirement for general liability insurance in any manner allowed by ORS 30.282. Such insurance, in whatever form, shall not be less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of any insurance policy referred to in this paragraph, Lessee shall immediately notify Lessor orally and in writing.

13. ENTRY ON THE PREMISES BY LESSOR

Lessor reserves the right to enter the premises, at reasonable times and upon reasonable notice, to inspect, perform maintenance and repairs as specified herein, or make additions, alterations, or modifications to any part of the premises. Lessor may erect scaffolding, fences, and similar structures, post relevant notices and place movable equipment in connection with making alterations, additions, or repairs, without incurring liability to Lessee for quiet enjoyment of the premises or loss of occupation.

14. ASSIGNMENT, SUBLEASE, OR LICENSE

Lessee may assign this lease or sublease the premises for the purposes of providing emergency shelter. The term of a sublease shall not exceed four weeks. Lessee shall insure that a sublessee agrees to and is subject to the terms of this lease where applicable. Lessee shall not assign this lease or sublease the premises or any right or privilege connected therewith or allow any other person except agents and employees of Lessee to occupy the premises or any part thereof for more than four weeks without first obtaining the written consent of Lessor. Consent by lessor shall not be consent for a subsequent assignment, sublease, or occupation for other purposes. Unauthorized assignment, sublease, or license to occupy by Lessee shall be void and grounds for termination.

15. RULES AND REGULATIONS

Lessee agrees to comply with the rules and regulations attached as "Exhibit A" which are expressly made a part of this lease, as well as additional rules and regulations adopted at any time by Lessor of which Lessee has been given reasonable notice.

16. TERMINATION

(a) This lease may be terminated by either party for cause, upon 60 days written notice specifying the breach. The party given notice shall have 60 days in which to cure the default, and if so cured, the lease shall continue in force. If not so cured, this Lease shall terminate at the end of the 60th day.

(b) Upon termination the party terminating the lease shall have the rights and remedies provided by law. Such party may recover from the party at fault all damages proximately resulting from the breach; for the lessor this includes but is not limited to the cost of recovering the premises and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due to Lessor from Lessee; for the lessee this includes the cost of any improvements made to the premises.

(c) Lessee may terminate this lease upon 60 days written notice to lessor.

17. OPTION TO PURCHASE

If this Lease is not terminated prior to the expiration of the lease, then Lessee shall have the right to purchase the premises from Lessor upon the expiration of the lease term. The purchase price will be \$1 (one dollar). Lessee may exercise this option upon written notice to Lessor at least sixty days prior to the expiration of the lease term. If Lessee exercises this Option to Purchase, then Lessor shall deliver a good and sufficient Warranty Deed to the premises.

18. ARBITRATION

Any controversy or claim arising out of or in relation to this Contract or the refusal to perform the whole or part thereof, including the Option to Purchase, shall be settled by arbitration in accordance with laws of the state of Oregon, by one arbitrator to be mutually selected by the parties. If the parties cannot agree on an arbitrator, he or she shall be chosen by the Presiding Judge of the Yamhill County Circuit Court. Judgment upon the award rendered by the arbitrator may be entered in the courts of the state of Oregon or in any other court having jurisdiction thereof. The prevailing party at arbitration shall be entitled to reasonable attorney's fees and costs, as well as other reasonable costs that are incurred as a result of the controversy or claim.

19. WAIVER

Waiver by either party of any breach of any term or condition of this lease shall not constitute waiver of any past, present or future breach of the same or any other term or condition.

NEWBERG HUMAN RESOURCE CENTER

CITY OF NEWBERG

Board Chair - BRAD BERRY
DATED: _____

Mayor - ELVERN HALL
DATED: _____

Director - MARGIE TAYLOR
DATED: _____

City Manager - DUANE COLE
DATED: _____

EXHIBIT "A"
RULES AND REGULATIONS

1. Doors, windows, glass doors, and skylights that reflect or admit light into halls and areas of the building shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were constructed and no rubbish or other substance of any kind shall be thrown into them. Waste and/or excessive or unusual use of water will not be allowed.

2. The expense of any breakage, stoppage or damage resulting from violation of these rules by Lessee shall be borne by Lessee.

3. No sign, advertisement, or notice shall be inscribed, painted, or affixed to any part of the building except one of such color, size, and style and in such place as may be designated by Lessor.

4. Electric wiring of every kind shall be routed into the premises and connected as directed by Lessor and no boring or cutting for wires will be allowed except with the consent of Lessor. Location of telephones, call boxes and other communication equipment shall be prescribed by Lessor after consultation with Lessee.

5. Lessee shall not place any additional lock on any door in the building without prior consent of Lessor. All keys provided Lessee must be surrendered to Lessor on termination of tenancy.

6. Lessee and its officers, agents, employees, and sublessee will not create or permit reasonably loud or distracting noises in the building or otherwise disturb or interfere with other tenants, throw anything out of windows or doors, place anything on window sills or bring or keep within the building any motorcycle or any other vehicle or any animal.

7. All cooking activity on the premises shall be done in accordance with a meal schedule prescribed by the caretaker of each structure, and under the direct supervision of a caretaker.

8. No Smoking is allowed in the shelter.

9. Non-licensed or non-operational vehicles shall not be allowed on the premises.

10. Lessor reserves the right to make such other rules and regulations as in Lessor's judgment may from time to time be necessary for the safety and cleanliness of and for the preservation of good order in the building.

Monday, 7:30 p.m.

November 5, 1990

MINUTES OF A REGULAR MEETING
OF THE NEWBERG CITY COUNCIL

Newberg Public Library

Newberg, Oregon

The meeting was called to order by Mayor Elvern Hall.

ROLL CALL:

Present: Roger Gano
Alan Halstead
Donna McCain
C. Eldon McIntosh
Jack Nulsen
Donna Proctor
Joe Young

Absent: Rick Rementeria

Staff

Present: Duane R. Cole, City Manager
Terry Mahr, City Attorney
Bert Teitzel, Director of Public Works
Katherine Tri, Director of Finance

Others

Present: Cheryl Hampton, Recording Secretary
John Wenos, Newberg Graphic
Mark McDevitt, TCI Cable
Margie Taylor, NHRC Director

CONSENT CALENDAR:

Item No. 6 was pulled from the Calendar.

Motion: Gano/Halstead to adopt Consent Calendar. (Disposition: Unanimous)

Discussion began on item #6. Terry Mahr explained Resolution No. 90-1588, authorizing the Mayor to sign a lease agreement with Newberg Human Resource Center and CASA.

Joe Young stated that he preferred that a stipulation be placed in the Resolution that states the building will continue to be used as a homeless shelter in the event of its sale. Mr. Young also stated that he would like included in the Resolution that no alcoholic beverages or illegal substances be allowed on the premises.

Motion: Young/Gano to place this condition in Resolution. (Disposition: Unanimous)

*1/5/90
10:15 AM
P. Hall*

Terry Mahr stated that these conditions will be placed on conveyance and paragraph two will be changed to include these items.

Motion: Halstead/Proctor to adopt Resolution as amended.
(Disposition: Unanimous)

Margie Taylor, Director of Newberg Human Resources Center thanked the City Council for their support.

REQUESTS AND COMMUNICATIONS FROM THE FLOOR:

None

PUBLIC HEARINGS:

Mayor Hall opened the first Public Hearing.

Duane Cole explained Ordinance No. 90-2285, regarding prohibiting parking at a certain location on Deborah Road, amending Ordinance No. 902. Mr. Cole stated that it is a straight forward type of request. Mr. Cole stated that it had gone to the Community Relations Committee. Mr. Cole stated that Town and Country Wash and the Arco Station had each been sent a letter with regard to the parking issue.

Mayor Hall closed the Public Hearing.

Motion: Halstead/Young to read ordinance by title only.
(Disposition - Unanimous)

Terry Mahr read Ordinance No. 90-2285 by title only.

Mayor Hall opened Public Hearing No. 2

Dennis Egner explained Ordinance No. 90-2286 regarding the vacation of the east-west alley in Block 37 Edwards Addition, between Sixth and Seventh, Chehalem and Willamette Streets. Mr. Cole stated that the City Staff had received some calls with questions regarding this matter. Mr. Egner said that he would direct the Council's attention to the Exhibit "A" that is attached to the ordinance in the Council packet. Mr. Egner explained a law which stated that the owners of the majority of the property must not object and that all of the property owners who abut this alley have signed the application. Mr. Egner stated that the vacation will significantly affect the value of the property concerned. Mr. Egner said it will basically add 300' to the properties. Mr. Egner stated that there are findings attached to the Ordinance which address the state law.

Russ Stroup, Newberg, Oregon, stated he wanted the property vacated to allow for future partitioning.

Mayor Hall closed the Public Hearing.

Motion: Gano/Halstead to read Ordinance by title only.
(Disposition - Unanimous)

Terry Mahr read Ordinance No. 90-2286 by title only.

The Ordinance passed unanimously.

Mayor Hall opened Public Hearing No. 3.

Duane Cole explained the revisions to the Comprehensive Plan.

There was no discussion on this item.

Motion: Halstead/McIntosh to read Ordinance by title only.
(Disposition - Unanimous)

Terry Mahr read Ordinance by title only.

Motion: Nulsen/Gano to reopen Public Hearing on November 20, 1990.
(Disposition - Unanimous)

Mayor Hall opened Public Hearing No. 4.

Dennis Egner stated there was a need to identify changes in the Comprehensive Plan.

Councilor Jack Nulsen stated that the wording in an airport overlay zone statement should read "the City shall" as opposed to "the City should", to avoid the City from being locked in.

Doug Delano, Newberg, Oregon, posed a question to Councilor Nulsen asking if the word "should", should be replaced with "shall" to protect trees in drainage areas.

There was a discussion on erosion concern and a desire for an item to be put into words in order for clear cutting to be avoided.

Councilor Joe Young stated possible conflicts.

Mr. Wilhelmson, 728 N. Main, Newberg, Oregon, explained that the area pertinent to the discussion at hand had been named as a greenway rather than an open area. He also stated that the trees must be protected to avoid serious erosion problems.

Duane Cole stated that perhaps the wording could be rewritten to protect trees without locking the City in to maintaining the property.

Doug Delano stated that a 16" main had just been installed which

carries water down Illinois St. and deposits it into the creek.

Councilor Joe Young, (as citizen of Newberg rather than a Council member), 1903 Orchard Dr., Newberg, Oregon, stated that as a realtor representing an owner, he would support change to a selective cut but he is adamantly opposed to any regulations enforcing the denial of cutting trees.

Terry Mahr stated some cities have tree cutting prohibitions for trees of a certain diameter.

At this time, following the close of the discussion, it was decided to remove the item "Density Policy C", re: Chehalem Park and Recreation District.

Joe Young stated that he believes the item should remain as is in the Comprehensive Plan.

Scott Reinhardt, 300 W. First, Newberg, Oregon, stated that CABO code is vague and should be addressed in future building and development plans.

A change was made in the Comprehensive Plan, page 23, Van/Small Transit Policy - correction changed to delete "Tri-Met and".

A change was made in the Comprehensive Plan, page 25, Public Facilities and Services - delete "in conjunction with Chehalem Park and Recreation District" and in (b.) remove Chehalem Park and Recreation District.

The Public Hearing remained open. The motion was continued to November 20, 1990.

Councilor Jack Nulsen left at 9:20 p.m.

Motion: Gano/Proctor to consider adjournment at 9:35 p.m. (Disposition: 5 Ayes, 1 Nay - Alan Halstead) Motion Carried.

Mayor Hall opened Public Hearing No. 5, regarding renaming a portion of Sunset Dr., Ordinance No. 90-2287.

Dennis Egner then stated that a problem with the title had been discovered.

Don Minor, Oregon Manufactured Housing Association, explained manufactured homes and showed photos of various manufactured homes in Yamhill. He suggested that the study underestimated the need for manufactured homes. Mr. Minor stated that he believes postponement of zoning this item would be a mistake and should open up the City for placement of manufactured homes.

Mayor Hall asked Don Minor to provide specific request in writing for the City Council.

This Public Hearing was continued to the November 20, 1990, City Council Meeting.

Motion: Gano/Young to adjourn. (Disposition: 5 Ayes, 1 Nay - Alan Halstead) Motion Carried.

Duane R. Cole, City Recorder

ATTEST:

Elvern Hall, Mayor

CCNOV5

RESOLUTION NO. 90-1583

THE CITY COUNCIL OF THE CITY OF NEWBERG, OREGON, ACCEPTS THE LOW BID FOR THE CONSTRUCTION OF THE PARKWAY SUBDIVISION WATER SYSTEM LOCAL IMPROVEMENT DISTRICT FROM JIM SMITH EXCAVATING, INC.

WHEREAS, this water line is identified in the Water Master Plan for replacement; and

WHEREAS, the plans and specifications for the project were advertised in accordance with State statutes and City Code for the construction of the Parkway Subdivision Local Improvement District; and

WHEREAS, on October 23, 1990 bids were opened and tabulated for the project; and

WHEREAS, the bids are well within the Engineer's estimate of \$ 48,344.60; and

WHEREAS, Jim Smith Excavating, Inc. provided the lowest bid in the amount of \$ 43,124.50 for the construction of the Parkway Subdivision Local Improvement District; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newberg, Oregon, as follows, to wit:

1. The City Council does accept the low bid for construction of the Parkway Subdivision Local Improvement District from Jim Smith Excavating, Inc. for the amount of \$ 43,124.50.
2. The City Manager is authorized to execute the agreement on behalf of the City of Newberg.

ADOPTED by the City Council of the City of Newberg, Oregon, this 5th day of November, 1990.

Duane R. Cole, City Manager

III-2

PARKWAY SUBDIVISION L.I.D.
BID TABULATION

Jim Smith Excavating, Inc.	\$43,124.50
Wayne Jesky Construction	\$44,247.00
Civil Construction Co.	\$44,891.50
Leavitt Enterprises	\$46,676.00
Marv's Utility Specialists	\$47,961.00
Marshall Associated Contractors	\$50,339.50
Aloha Enterprises	\$51,003.00
Kizer Excavating	\$58,363.00
Flintstone Crushing and Construction	\$61,385.40
Greensun's Inc.	\$64,882.00
G.V.S. Contracting	\$81,466.00

III-2

RESOLUTION NO. 90- 1584

THE CITY COUNCIL OF THE CITY OF NEWBERG, OREGON, ACCEPTS THE LOW BID FOR THE CONSTRUCTION OF THE NEWALL ADDITION WATER SYSTEM LOCAL IMPROVEMENT DISTRICT FROM JIM SMITH EXCAVATING, INC.

WHEREAS, The Hadley Water District has requested that their water system be replaced and accepted for maintenance by the City of Newberg; and

WHEREAS, the plans and specifications for the project were advertised in accordance with State statutes and City Code for the construction of the Newall Addition Water System Local Improvement District; and

WHEREAS, on October 23, 1990 bids were opened and tabulated for the project; and

WHEREAS, the bids are in the range of the Engineer's estimate of \$ 49,000.00; and

WHEREAS, Jim Smith Excavating, Inc. provided the lowest bid in the amount of \$ 49,671.50 for the construction of the Newall Addition Water System Local Improvement District; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newberg, Oregon, as follows, to wit:

1. The City Council does accept the low bid for construction of the Newall Addition Water System Local Improvement District from Jim Smith Excavating, Inc. for the amount of \$ 49,671.50.
2. The City Manager is authorized to execute the agreement on behalf of the City of Newberg.

ADOPTED by the City Council of the City of Newberg, Oregon, this 5th day of November, 1990.

Duane R. Cole, City Manager

III-3

RESOLUTION NO. 90-1589

A RESOLUTION AUTHORIZING THE CITY OF NEWBERG TO ENTER INTO AN AGREEMENT WITH PAUL C. HART FOR THE LEASE OF CERTAIN PROPERTY WITHIN THE CITY FOR THE PURPOSE OF BEAUTIFICATION AND AUTHORIZING THE CITY TO ENTER INTO A MAINTENANCE AGREEMENT WITH THE NEWBERG AREA CHAMBER OF COMMERCE IN ORDER TO MAINTAIN THE PROPERTY.

WHEREAS, the City of Newberg is interested in beautification of the downtown area and Paul C. Hart owns certain property which he is interested in leasing to the City for purposes of beautification; and

WHEREAS, the Newberg Area Chamber of Commerce has been interested in the beautification project and has promoted the project through its leadership program.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newberg as follows:

1. The City is hereby authorized to enter into a lease agreement with Paul C. Hart for the lease of the property located in the downtown area for purposes of beautification. The agreement is attached to this resolution as Exhibit A and hereby incorporated. Further, the Mayor and City Manager are authorized to sign on behalf of the City.
2. The City is authorized to enter into a maintenance agreement with the Newberg Area Chamber of Commerce concerning the above stated property. The agreement is attached to this resolution as Exhibit B and hereby incorporated. Further, the Mayor and the City Manager are authorized to sign on behalf of the City.

APPROVED this 5th day of November, 1990.

Duane R. Cole - City Recorder

cc\hartreso

III-7

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LEASE AGREEMENT

THIS LEASE Agreement, made and entered into the _____ day of _____, 1990, between the following parties:

Parties:

- (1) Paul C. Hart "Lessor"
P.O. Box 1058
Sherwood, OR 97140
- (2) City of Newberg "Lessee"
a municipal corporation
414 E. First St.
Newberg, OR 97132

RECITALS

1. The Lessor is the owner of certain real property located within the City of Newberg, County of Yamhill.
2. The Lessee wishes to lease the property from the Lessor for purposes of beautification of the property as a civic project.
3. Lessor is willing to lease the property to the Lessee for consideration and for the good of the community provided that Lessor may be exempt from property tax during the period of the lease.

IN CONSIDERATION of the covenants and agreements and stipulations herein contained, the Parties enter into the following lease agreement:

1. Property. The Lessor leases to the Lessee and Lessee hereby leases from Lessor the following described real property:

See Exhibit "A"

2. Purpose. The Lessee shall use the property in order to improve the aesthetic value of the property by planting plants upon the property, landscaping the property, and doing other improvements to the property as part of a beautification project. No other use of the property shall be made without the prior written consent of the Lessor, which consent may be withheld or conditioned if Lessor reasonably determines that this is necessary; provided, in no event shall any use be made of the property which would involve the use of hazardous materials or hazardous substances on the property, or would otherwise violate or make possible the violation of any environmental laws.

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III-7

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3. Plans for improvement. The Lessee shall submit plans for the beautification project to be done on the property to the Lessor. The Lessee shall obtain the consent of the Lessor for improvements in the project according to the plan, however, Lessor's consent cannot be unreasonably withheld.

4. Term. The lease agreement shall be a term of five years from November 1, 1990 until October 31, 1995.

5. Termination. The lease may be terminated by 90 days written notice to either party by the other party during the entire term of the lease. EXCEPT, HOWEVER, during the first two years of the lease (November 1, 1990, until October 31, 1992), the Lessor may terminate this Lease (a) in connection with the condemnation or sale in lieu of condemnation of all or any part of the property (b) as provided in section 6 below or (c) in the event the Lessee fails to perform any of its obligations contained in the Lease.

6. Consideration. The Lessor leases the property to the Lessee for the consideration of \$1.00 for the entire term, receipt of which is acknowledged by the Lessor. PROVIDED, HOWEVER, that the consideration for the rent of the leased property to the Lessee, a Municipal Corporation, which is tax exempt, is that the Lessee meets all of the requirements of ORS 307.112 and shall qualify the property being leased. The Lease rate reflects the savings to the Lessor resulting from the exemption from taxation. If at any time during the term of the Lease, after January 1, 1991, the property is not qualified for tax exempt status, this Lease Agreement may be terminated by the Lessor upon written notice to the Lessee. The Lessee shall prepare and file with the cooperation of the Lessor the necessary application for property tax exemption. The Lessee shall further be responsible for filing a new claim whenever required to maintain exemption including in the event of extension of the current lease, modification of the existing lease or any other circumstances as set out in the Oregon Administrative Rules requiring a new claim to be filed with the County Assessor. Tax exemption shall be obtained as soon as possible and maintained as long as possible throughout the term of the lease.

7. General Liability Insurance. The liability insurance to be maintained shall name the Lessor as an additional insured, and shall state that it is primary coverage and not contributory with any other insurance maintained by the Lessor. The Lessee shall further indemnify the Lessor for any claim, action or suit of any type arising out of the use of the property by Lessee, the breach of this Lease by Lessee, and/or arising on or about the property during the term of this Lease. The indemnity obligations of Lessee shall include all costs and expenses, including attorney fees incurred by or demanded from Lessor. Lessee separately agrees to be solely responsible, on a contractual basis, for all matters which would be covered by the foregoing indemnities.

(2)

III-7

Pck

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8. Work on Premises. The Lessee shall defend and indemnify the Lessor against any claim by any party arising out of any construction, maintenance or any other activity conducted at the direction of the Lessee on said premises. In the event any lien is filed against the property as a result of the actions of Lessee or those claiming under Lessee, Lessee shall cause such lien to be removed within 30 days of its filing.

9. Maintenance. The Lessee shall be responsible for proper maintenance and upkeep of the property including all improvements.

10. Plans and fill. The Lessee shall be responsible for submitting the plans for landscaping and any necessary fill to address the topography of the land. The Lessee shall obtain the Lessor's approval concerning these plans and specifications. The Lessee shall be responsible to see that the activities are carried out in accordance with the plans and specifications. The Lessee may delegate this responsibility to a third party.

11. Return of Premises. At the termination of the lease, the Lessor shall own all improvements, structures, and plantings placed upon the premises.

12. Notices. Any notice required by the terms of this lease to be given by one party thereto to the other shall be sufficient if in writing, contained in a sealed envelope, deposited, with postage pre-paid, to the individual at the addresses above-referenced under Parties.

13. In the event of a condemnation or sale in lieu of condemnation, Lessee shall have no right to participate in such proceedings and no right to any portion of the award or sales proceeds.

14. While the Lessee may delegate its rights and obligations with respect to the beautification of the project, Lessee may not assign this Lease nor sublease all or any portion of the property, without the prior written consent of the Lessor, which consent may be withheld or conditioned in Lessor's sole discretion, this Lease being personal to the Lessee named herein.

15. Time is of the essence hereof.

16. In the event of litigation or arbitration between the parties hereto with respect to the subject matter of this Lease, the prevailing party shall be entitled to recover, in addition to all other sums and relief, its reasonable costs and attorney fees incurred both at and in preparation for arbitration, trial, and any appeal or review, such amounts to be set by the arbitrator(s) or court(s) before which the matter is heard.

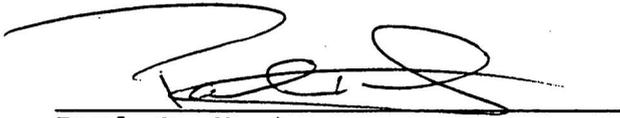
17. The obligations of the Lessee hereunder shall survive the expiration or termination of this Lease or of the right of possession of Lessee hereunder.

18. Lessee has fully inspected the property and is leasing the same "AS IS" and based upon its own determination of the value of the property and the uses to which the same may be put. Lessee hereby waives and releases any claim against Lessor arising out of the condition of the property or any act or event which occurs during the term of this Lease with respect to the property.

IN WITNESS WHEREOF, THE RESPECTIVE PARTIES HAVE EXECUTED THIS INSTRUMENT IN DUPLICATE ON THIS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

Lessor-Owner

Lessee
City Of Newberg



Paul C. Hart

By: _____
Elvern Hall

By: _____
Duane R. Cole
City Manager

EXHIBIT A

LESSOR: PAUL HART/LESSEE: CITY OF NEWBERG

Part of the D.D. Deskins Donation Land Claim #5-4, in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, described as follows:

PARCEL I:

BEGINNING at the intersection of the North line of First Street and the East line of Center Street in the City of Newberg, in Yamhill County, Oregon; thence North along the East line of Center Street 115 feet; thence East 100 feet; then South and parallel with the East line of Center Street 115 feet to the North line of First Street; thence West along the North line of First Street 100 feet to the place of beginning.

PARCEL II:

BEGINNING at the intersection of the North line of First Street with the West line of River Street in the City of Newberg, in Yamhill County, Oregon, and running thence West on the North line of First Street 100 feet; thence North parallel with River Street 60 feet; thence East parallel with First Street 100 feet; thence South 60 feet to the beginning.

PARCEL III:

BEGINNING at the West line of River Street 115 feet South of the intersection of the South line of Hancock Street with the West of River Street in the City of Newberg; thence West parallel with the South line of Hancock Street 100 feet; thence South 55 feet; thence East parallel with the South line of Hancock Street 100 feet; thence North 55 feet to the place of beginning.

LEASE.

MAINTENANCE AGREEMENT

THIS Agreement, made and entered into this _____ day of _____, 1990, by and between the following parties:

Parties: (1) Newberg Area Chamber "Chamber"
of Commerce
115 No. Washington
Newberg, OR 97132

(2) City of Newberg, "City"
A Municipal Corporation
414 E. First St.
Newberg, OR 97132

RECITALS

1. The City has entered into a contract with Paul Hart to lease certain real property located in the City of Newberg more fully described in the lease agreement between Paul Hart and the City dated _____ day of _____, 1990.

2. The purpose of the lease is to facilitate the beautification of the project as a civic project.

3. This project is being carried on for the benefit of the community by a group of citizens under the auspices of the Chamber.

4. This group in conjunction with the Chamber wishes to beautify the property in accordance with plans and specifications, also to fill the hole in the property as necessary and to maintain the property.

5. The City lease with Paul Hart puts the responsibility on the City for the maintenance and control of the property during the period of the lease.

In consideration of the covenants, agreements, and stipulations herein contained the parties enter into the following agreement:

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following agreement:

1. **LEASE OF PROPERTY.** The City shall lease the property for the project from Paul Hart. The lease agreement which contains the description of the real property is attached as Exhibit "A" to this agreement and by this reference incorporated.

2. **PLANS FOR IMPROVEMENT.** The Chamber shall submit plans for the beautification project to be done on the property to the City. The Chamber shall obtain the consent of the City for improvements in the project according to the plan, however, City's consent cannot be unreasonably withheld.

3. **TERM.** The term of this agreement shall be the term of the lease agreement marked as Exhibit "A".

4. **TERMINATION.** This agreement may be terminated by 90 days written notice to either party by the other party during the entire term of the lease.

5. **GENERAL LIABILITY INSURANCE.** The City shall maintain adequate insurance against any claims or damages arising out of the use of the premises. The City shall defend and indemnify the Chamber against any claim, action or suit for damages arising out of the use of the property. The City shall furnish to the Chamber upon request proof of such insurance.

6. **WORK ON PREMISES.** The City shall defend and indemnify the Chamber against any claim for any party arising out of any construction, maintenance or any other activity conducted at the direction of the Chamber on said premises provided, however, that the Chamber shall secure the consent of the City for any such activity on the premises.

7. **MAINTENANCE.** The Chamber shall be responsible for the proper maintenance and upkeep of the property including all improvements.

8. **PLANS AND FILL.** The Chamber shall be responsible for submitting the plans for landscaping and any necessary fill to address the topography of the land. The Chamber shall obtain the City's approval concerning these plans

III - 7

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with the plans and specifications.

9. RETURN OF PREMISES. At the termination of this agreement, the Chamber shall have no claim of ownership to any improvement structures or planting placed on the premises.

10. NOTICES. Any notice required by the term of this lease to be given by one party to the other party shall be sufficient if in writing and contained in a sealed envelop, deposited with postage pre-paid to the party and the address above-referenced under parties.

IN WITNESS WHEREOF THE RESPECTIVE PARTIES HAVE EXECUTED THIS INSTRUMENT IN DUPLICATE ON THIS DAY AND YEAR FIRST HEREINABOVE WRITTEN.

Newberg Area Chamber of Commerce

City of Newberg

By: _____
Dennis Lewis,
Chairman of the Board

By: _____
Elvern Hall,
Mayor

By: _____
Mary Puskas, Director

By: _____
Duane R. Cole,
City Manager

By: _____
Bob Alexander, Chairman of
Community Unity Park

LEASE.

III-7

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ORDINANCE NO. 90-2285

AN ORDINANCE AMENDING ORDINANCE NO. 902 OF THE CITY OF NEWBERG, PASSED AND APPROVED MARCH 25, 1940, AS AMENDED, BY PROHIBITING PARKING AT A CERTAIN LOCATION ON DEBORAH ROAD IN THE CITY OF NEWBERG, YAMHILL COUNTY, OREGON.

WHEREAS, the Community Relations Committee of the City of Newberg has met and does recommend that parking at certain locations on the street listed in the title of this ordinance be prohibited or limited due to safety, traffic flow and other reasons important to the health, safety and welfare of the people of the City of Newberg.

NOW, THEREFORE, THE CITY OF NEWBERG ORDAINS AS FOLLOWS:

1. That Ordinance No. 902 of the City of Newberg, Oregon, passed and approved March 25, 1940, as amended, be and the same hereby is amended by adding a new section to be known as Section 73 which reads as follows:

"Section 73. It shall be unlawful for any driver or other person in charge of a motor vehicle, bicycle or any other vehicle of any description to park the same in the following described portion of Deborah Road within the corporate limits of the City of Newberg, Yamhill County, Oregon: On the west side of Deborah Road beginning at the intersection of Portland Road (99W) and extending 72 feet south; on the east side of Deborah Road beginning at the intersection of Portland Road (99W) and extending 87 feet south."

2. All ordinances or parts of ordinances previously passed that are in conflict with this ordinance are hereby repealed.

PASSED by the City Council of the City of Newberg, Oregon, this 5th day of November, 1990, by the following votes:

Ayes: _____

Nays: _____

Absent: _____

Duane R. Cole, City Recorder

APPROVED by the Mayor this 5th day of November, 1990.

Elvern Hall, Mayor

EL

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October 24, 1990

Attn: Bert S. Teitzel
City of Newberg
Department of Public Works
414 E First St.
Newberg, OR 97132

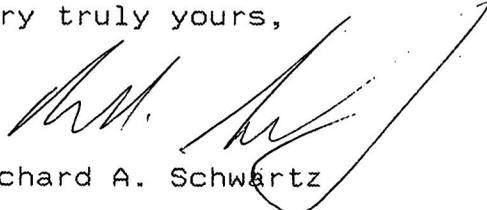
Ref: No Parking Zone on Deborah Road.

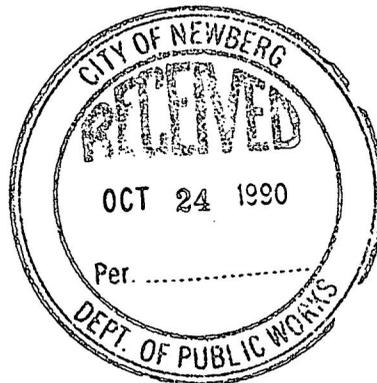
Dear Mr. Teitzel,

As the owner and operator of the Newberg Burger King, I have no objection to the city establishing a no parking zone on Deborah Road from Highway 99 south to the first driveway of the Town and Country Arco and Burger King. In your letter, you indicated that this is being done to help alleviate congestion and to allow a freer flow of traffic on and off of Highway 99W.

Since we opened the Burger King in June 1988, we have been concerned about the ability of our customers to make a left turn on Highway 99 when exiting the Burger King. Because of the timing of the traffic lights at Villa Road and Springbrook Road, there never seems to be a sufficient gap in traffic to allow cars to freely exit our establishment. I would submit that this is a much greater problem than the establishment of a no parking zone and I would hope the city would consider some action to alleviate this problem.

Very truly yours,


Richard A. Schwartz



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: October 26, 1990

_____ MOTION

DATE ACTION REQUESTED: November 5, 1990

_____ RESOLUTION

_____ X ORDINANCE

_____ INFORMATION

SUBJECT:

Vacation of the east-west alley in Block 37 Edwards Addition, between Sixth and Seventh, Chehalem and Willamette Streets, Planning Dept. File VAC-1-90.

RECOMMENDATION:

Adopt the attached ordinance to vacate the alley.

BACKGROUND:

The City has received an application requesting the vacation of the above mentioned alley. The alley is unimproved and adjacent to tax lots 3220CB-900, -1000, -1300, and -1400 as depicted on the attached map Exhibit B. The owners of the abutting property have signed the application which is also attached.

City ordinances do not include a process or criteria for street/alley vacations. In lieu of City criteria, State procedures and criteria apply. As a means of simplifying the vacation process, the City has historically processed vacations according to ORS 271.130 whereby the Council initiates a vacation by motion at the request of a property owner. The Council initiated vacation proceedings on October 5, 1990 by setting the November 5, 1990 hearing date. The attached Findings of Fact (Exhibit A) address the criteria of ORS 271.130. The findings indicate that:

1. Proper notice has been provided;
2. All affected property owners support the application; and
3. The vacation will not limit access to or have a significant effect on abutting properties.

In conclusion, the vacation satisfies appropriate criteria.

ATTACHMENTS:

1. Ordinance
2. Exhibit A Findings of Fact
3. Exhibit B Map
4. Application

COST: None



Dennis Egner, Planning Director



Duane Cole, City Manager

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ORDINANCE NO.

AN ORDINANCE VACATING THE EAST-WEST ALLEY IN BLOCK 37 OF EDWARDS ADDITION LOCATED WITHIN THE CORPORATE CITY LIMITS OF NEWBERG, OREGON.

WHEREAS, The City Council of Newberg has initiated a vacation proceeding as authorized by ORS 271.130; and

WHEREAS, Notice was published in the Newberg Graphic Newspaper once a week for four consecutive weeks prior to the final public hearing of the City Council; and

WHEREAS, The Newberg City Council held a public hearing on November 5, 1990 to hear and consider the vacation and any written objections or remonstrances; and

WHEREAS, No objections or remonstrances have been received relating to the right-of-way vacation.

NOW, THEREFORE, THE CITY OF NEWBERG ORDAINS AS FOLLOWS:

Section 1. That the following described public right-of-way within the City of Newberg, County of Yamhill, State of Oregon, being more particularly described as follows is hereby vacated:

THE EAST-WEST ALLEY IN BLOCK 37 OF EDWARDS
ADDITION TO THE CITY OF NEWBERG.

Section 2. That the Findings of Fact for approval, marked as Exhibit A and attached to this ordinance, are hereby adopted and by this reference incorporated.

Section 3. The Recorder of the City of Newberg is hereby directed to file for recording with the County Clerk and Ex-Officio Recorder of Conveyances of the County of Yamhill, State of Oregon, a certified copy of this ordinance and a map of said public right-of-way (Exhibit B) so vacated, and the Recorder is further directed to file a copy of this ordinance and a map with the Surveyor and the Assessor of said Yamhill County, Oregon, respectively.

Section 4. That the title to the real property included within said street right-of-way hereby vacated shall attach to the property abutting said street right-fo-way, in accordance with the provisions of ORS 271.140.

PASSED by the Council of the City of Newberg this 5th day of November, 1990 by the following votes:

AYES:

NAYS:

ABSENT:

Duane Cole, City Recorder

APPROVED by the Mayor this _____ of November, 1990.

Elvern Hall, Mayor

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REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: October 26, 1990

_____ MOTION

DATE ACTION REQUESTED: November 5, 1990

_____ RESOLUTION

_____ ORDINANCE

X _____ INFORMATION

SUBJECT: Revisions to the Comprehensive Plan

BACKGROUND:

On October 16, staff distributed copies of the current Comprehensive Plan and the revised Comprehensive Plan. Since the proposed Plan was distributed, staff also has provided copies to the Newberg Urban Area Management Commission for their review. Comments regarding the Plan are expected from Chehalem Park and Recreation District and from citizens in the community who are concerned about forested areas within the City. At the November 5 meeting, staff would be happy to answer any questions regarding any of the revisions or policy sections.

COST: None



Dennis Egner, Planning Director



Duane Cole, City Manager

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54

November 1, 1990

Exhibit A -
Public Hearing
Nov 5, 1990
Agenda Item #3

Newberg City Council
Newberg, OR 97132

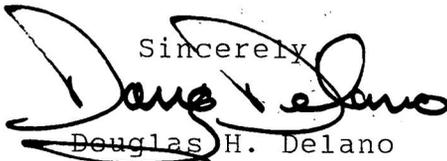
Dear Council Members:

My wife and I own a piece of property located at 729 N. Main, Newberg, OR. There is a 4 acre parcel connecting to our property to the north. On the property is a large open draw or drainageway for water running into Chehalem Creek. The drainageway has a large stand of Douglas Fir trees and it is our understanding that the sloped area was designated forest area or green way. After checking with the City Planner, I was informed that it is a designated open space area. One of my greatest concerns of the removal of the trees is the soil erosion, not to mention the aesthetic values that the trees add to the non-buildable area.

It is my understanding that the Council is reviewing the comprehensive plans. Might it be possible to endorse some restrictions of extensive tree cutting in the areas within the city that are designated as open space areas in order to limit the possibilities of erosion, enhance water shed protection and prevent the loss of trees that enhance those non-buildable areas providing green belts along drainageways ?

We appreciate your time and consideration of the property we have mentioned.

Sincerely,


Douglas H. Delano

OPTIONS:

Based on Mr. Miner's comments, another option exists for resolution of the manufactured housing infill issue. Rather than create a floating zone which could be applied to all areas outside the City limits, the Council could fix the location of the proposed overlay zone. The Planning Commission attempted to find property owners who were willing to have this proposed overlay district assigned to their land, but was unable to locate willing property owners. The Council could designate areas legislatively without contacting individual property owners. Based on an estimate by the Planning Department, adequate land appears to be available in the unincorporated areas that are designated for LDR Low Density Residential use to the west of North College. Based on the estimates, state requirements could be satisfied with an ordinance that would apply the MI overlay as these lands were annexed to the City.

The advantages of designating land specifically for the overlay zone are that it provides certainty in the process and that it is very clear to future property owners where manufactured housing is permitted. The disadvantage is that some property owners may not want the overlay to be applied on or near their property. The advantage of the floating overlay zone is that property owners who do not wish their property to be designated for the overlay, do not have to request it. The disadvantage is that there is less certainty in the process. Based on the concerns of the Manufactured Housing Industry, fixing 70 acres for the MI overlay may be the easiest method of addressing this issue.

COST: None



Dennis Egner, Planning Director



Duane Cole, City Manager

IV-4

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ZONING ORDINANCE AMENDMENTS TO CREATE A MI MIXED INFILL HOUSING SUBDISTRICT

254 Definitions. The following definition shall be added to the existing list of definitions:

Manufactured home. A structure constructed for movement on the public highways that has sleeping, cooking and plumbing facilities, that is intended for human occupancy, that is being used for residential purposes and that was constructed in accordance with federal manufactured housing construction and safety standards regulations in effect at the time of construction.

270 (7) MI Mixed Infill Housing Subdistrict. Pursuant to the provisions of Sections 464-488, a MI subdistrict may be created within the R-1 residential zoning district. The subdistrict shall be designated by the suffix "MI" added to the symbol of the parent district. All uses permitted in the parent zone shall be allowable in the MI subdistrict.

314 Permitted Buildings and Uses. Section 314 lists the permitted uses in the R-2 zone. A new subsection 314 (9) shall be added and following sections shall be renumbered. Subsection 314 (9) shall state:

314 (9) Manufactured Homes; subject to the following conditions:

- A. Manufactured homes shall not be located within 200 feet of historic resources listed on the Final Inventory of Historic Resources in the Comprehensive Plan.
- B. Manufactured homes shall meet the development standards of the MI overlay zone as set forth in Section 468.

MI MIXED INFILL SUBDISTRICT

464 Purpose. The purpose of the MI subdistrict is to allow manufactured housing on individual single family residential lots consistent with the City's identified need for individually sited manufactured homes. The MI subdistrict will allow manufactured homes to be intermixed with traditional "stick built" housing.

465 Uses. In addition to the buildings and uses permitted in the underlying zoning district, an MI subdistrict allows manufactured homes on individual lots as a permitted use.

466 Establishment of an MI Subdistrict.

The establishment of an MI subdistrict shall be according to the process set forth for a zone change in Section 592-608 except that satisfaction of the conditions listed below shall be the sole criteria applied to the decision. If the request does not satisfy all of the conditions, an MI subdistrict may be established if it is demonstrated that the zone change criteria of Section 600 are met and that the request is compatible with surrounding land uses. In all

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cases, findings must be prepared demonstrating whether the property meets the following conditions:

- A. The establishment of the subdistrict will not result in land being zoned in excess of the stated need for individually sited manufactured homes as identified in the Comprehensive Plan.
- B. The property was annexed and located within the corporate limits of the City of Newberg after January 1, 1990.
- C. The subdistrict shall be located no less than 160 feet from any existing platted single family subdivision of more than 10 lots.
- D. The subdistrict shall be no less than 160 feet from an existing collector or arterial street.

468 Development Standards. Residential development in the MI overlay district shall meet the following minimum standards:

- A. Each dwelling unit shall enclose a space of not less than 1,000 sq. ft. If the unit is a manufactured home, it shall be multi-sectional. No external horizontal dimension shall be less than 20 feet in width.
- B. Each dwelling unit shall be enclosed at the perimeter with either a foundation that has been backfilled or skirting. The enclosure shall have an appearance similar to that of a stick built home. If the unit is a manufactured home, the chassis shall be located not more than 12 inches above grade and any axels or other transportation mechanisms shall be removed.
- C. All dwelling units shall have a pitched roof no less than 3 feet in height for every 12 feet in width.
- D. Dwelling units shall have exterior siding and roofing which in color, material, and appearance is similar to the exterior siding and roofing material commonly used on "stick built" residential dwellings within the community or which is comparable to the predominate materials used on surrounding dwellings as determined by the Building Official.
- E. All manufactured homes shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards which reduce levels equivalent to the performance standards required of single-family homes dwellings constructed under the state building codes defined in ORS 455.010.
- F. All dwelling units shall have an attached garage constructed of like materials.

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**TABLE IV-5
DEMAND BY PLAN CATEGORY**

<u>Housing Type</u>	<u>Total Acreage Need</u>	<u>Land Needed By Plan Category</u>		
		<u>LDR</u>	<u>MDR</u>	<u>HDR</u>
Single Family	626	626		
Multiple Family				
Medium Density	156		156	
High Density	35			35
Manufactured Home				
Parks	70		70	
Subdivision	47		47	
Individual Lots	70	70		
TOTAL	<u>1,004</u>	<u>696</u>	<u>273</u>	<u>35</u>

**TABLE IV-6
SUPPLY AND DEMAND ANALYSIS**

<u>Plan Category</u>	<u>Land Needed By Plan Category</u>	<u>Buildable Land Within UGB</u>	<u>Surplus</u>
LDR	696	775	79
MDR	273	327	54
HDR	35	38	3

Source: 1989 Land Use Inventory

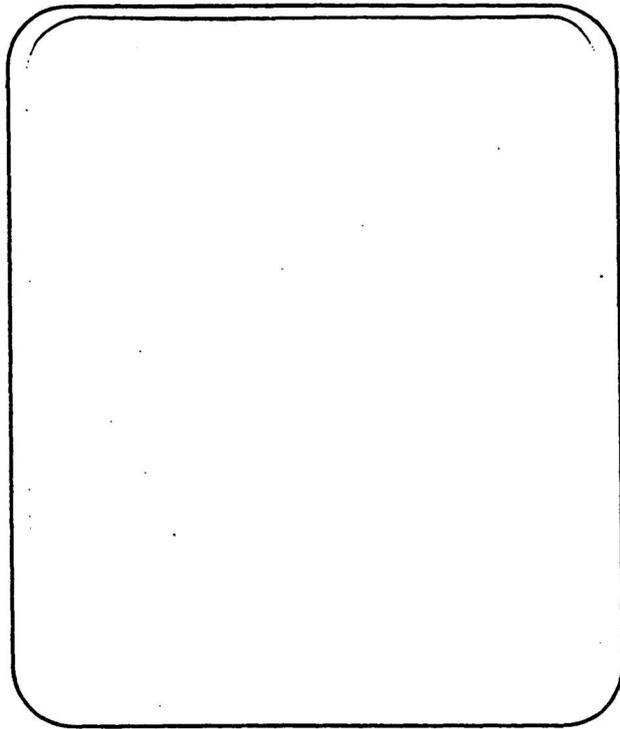
Table IV-7 indicates that adequate land is available for individually sited manufactured homes. The table is partially based on the standards included in the MI Mixed Infill Overlay Zone, and illustrates that 380 acres are available for the MI Overlay Zone. In addition, the table illustrates that 54 acres of MDR land is available for infill development. The table states that in 1989, 380 acres of LDR land were within the Urban Growth Boundary. This total represents all LDR land in the UGB minus 57 acres, which are needed as buffer areas along street rights-of-way. Based on this analysis, over 434 acres are available for individually sited manufactured homes. The Housing Needs Analysis indicated that 70 acres would be needed for the individually sited manufactured homes, leaving a 364 acre surplus in the Plan.

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City Council Meeting Nov. 5, 1990

Exhibit #6
Public Hearing Ag. II.4
MANUFACTURED HOUSING



JOINT CENTER FOR HOUSING STUDIES
OF THE MASSACHUSETTS INSTITUTE
OF TECHNOLOGY
AND HARVARD UNIVERSITY



RESIDENTIAL PROPERTY VALUE
and
MOBILE/MANUFACTURED HOMES
a case study of Belmont, New Hampshire

Thomas E. Nutt-Powell
David Hoaglin
Jonathan Layzer

Working Paper W 86-1

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ISBN 0883/9689

Thomas E. Nutt-Powell, AICP, is President, **ON-SITE INSIGHT** and former Research Associate of the Joint Center.

David Hoaglin is Research Associate, Department of Statistics, Harvard University.

Jonathan Layzer is completing his studies in Applied Mathematics at Harvard University.

EXECUTIVE SUMMARY

This study examines the impact on residential property values of mobile/manufactured homes (MHs). It is undertaken in response to the question, What is the impact of mobile/manufactured homes on other residential property values?

To respond to this question the town of Belmont, NH was selected for study. Belmont has a large proportion of MHs in its housing stock. Nearly half of year round residential units are MHs; 13.6% of Belmont's developed land area is devoted to this use. Belmont had no zoning or other prohibitions on use of MHs. It had an active real estate market, enabling study of many transactions.

Data were collected on the characteristics of all residential properties, and on residential real estate transactions for a three year period (1981-1983). To assess the impact of MHs on the selling prices of nearby single family dwellings (SFDs), the selling prices of SFDs for which a recent price was available were predicted (using multiple regression techniques) from their location, size and age. The resulting predicted value of the house was then compared with the actual selling price, and differences between MH abutters and non-abutters were examined. The basic assumption of the procedure was that differences between houses abutting and those not abutting MHs would be reflected in the differences between actual and predicted values: If MHs tend to bring down the value of abutting single-family homes, then the value of these homes would tend to be overpredicted, since the predictive model did not account for MH proximity.

Because the size of differences between actual and predicted sales price tends to increase with the price, the simple differences do not yield an adequate comparison. This problem was remedied by converting the prices to a logarithmic scale and comparing the differences between the logarithms. The mean and variances of the differences form the basis for testing the significance between abutters and non-abutters. The difference between the means (.0108) corresponds to a ratio of 1.025, meaning that the ratio of actual sales prices to predicted prices was typically 2.5% higher among the non-abutters than among the abutters. This variation is not statistically significant. Thus the case study leads to the conclusion that MHs do not impact the property value of abutting, site-built SFDs.

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ACKNOWLEDGEMENTS

This study benefited from the assistance and wisdom of a number of individuals, to whom we extend our appreciation, including David Caron, Town Administrator of Belmont, New Hampshire; Roger Ackley, then Executive Director of the Lakes Region Planning Commission; Suzanne Barclay, Arilda Brown and Richard Worthen, who assisted in data gathering and preparation; Cal Brown, Belmont Tax Assessor; Bruce Mayberry, Housing Analyst at the New Hampshire Housing Finance Agency; Edward Kaiser, President of Burlington Homes and Board Member of the Manufactured Housing Institute, who originally suggested the need for the study; Jerry Connors and Lois Starkey, MHI staff who facilitated the grant to the Joint Center which initiated the research; Charles Cook of the Lincoln Institute of Land Policy; and James Brown and Christopher Roberts of the Joint Center, who handled the administrative issues surrounding the study with aplomb.

Finally we thank Pamela Kinahan and Reena Sobelman, support staff at ON-SITE INSIGHT, who managed the final preparation and production of the report.

INTRODUCTION

This study examines the impact on residential property values of mobile/manufactured homes. It is undertaken in response to the question, What is the impact of mobile/manufactured homes on other residential property values?

Mobile/manufactured homes (MHs) occupy a unique position in contemporary American real estate.¹ Having evolved from the travel trailer, MHs now constitute a substantial proportion of the year-round housing stock of the country, an estimated 5 million households (over 5% of the total) live in MHs as of the mid 1980s.

Despite this significant contribution to meeting U.S. housing needs, the travel trailer tradition of MHs has led many to view them as an unusual and complicated component of the housing stock. Part of this unusualness comes from MHs being legally defined as *personal property*. This is the result of their initial intrinsic mobility. Being able to be moved from location to location as a consequence of having been built on a steel frame with axle and wheels, an MH is often not legally "affixed" to real property. As a result of not being "*an improvement to real property*," MHs have been treated differently by realtors, registrars of deeds, appraisers, assessors, and other participants in the housing market. These practices have fostered the view that MHs are of "second rate" housing.

It is certainly true that the nature of construction of MHs in the early years differed from that associated with conventional residential property.² For example, exterior facade materials, typically were aluminum siding, often in gaudy colors. The travel trailer tradition continued through the 1960s as the dominant construction style for MHs.

By the mid 1960s, however, the MH industry became active (often in collaboration with state governments) in establishing construction standards for MHs. Some states mandated construction styles which approximated conventional residential construction practices while recognizing the unique structural demands placed upon homes intended to be moved from plant to site (and in some cases to subsequent sites). Accompanying this improvement in construction standards (both state imposed and voluntary through the ANSI system) was an improvement in appearance of the homes, particularly the development of multi-section MHs and use of "house type" siding and roofing materials.

By the mid 1970s, MHs had come under the purview of the federal government. In 1974, the Congress passed the National Manufactured Housing Construction and Safety Standards Act (Title VI of the Housing Act of 1974). This mandated a preemptive code of construction and safety standards for MHs; it became effective June 15, 1976. These construction standards ensured that any home built to what has become known as the HUD Code (because the Congressionally mandated code is administered by the U.S. Department of Housing and Urban Development) would meet at least minimal, publicly adopted construction codes, tailored specifically to this nature of construction. Since the imposition of the code and from in-depth studies by HUD and others, it has become evident that homes constructed to the HUD Code are functionally equivalent in quality to other forms of manufactured and site-built housing.

Notwithstanding this general improvement in construction standards and home appearance, the traditional view of MHs as a less desirable form of housing has continued in the housing community. This is particularly evident in the perception that MHs depreciate in value. Although recent studies have shown that MHs in fact appreciate in value, this evidence has not led to a more general acceptance among appraisers, assessors, realtors, and planners. (See Malnight, 1980.) Although many appraisors, assesors, realtors and planners acknowledge that in certain instances MHs appear to function in the marketplace in a fashion parallel to other residential forms of

similar style, they believe that MHs in the traditional form (and therefore any homes built in the same tradition) have a negative impact on surrounding residential property values. This issue is the focus of the study.

Virtually no literature addresses itself to MHs and their role in residential real estate. Studies conducted by the senior author of this paper have looked at the legal, tax, construction and market functions. (See Nutt-Powell, 1982.) No studies which directly address the role of MHs in influencing residential property values were found during the course of background research for this study. Indeed the literature on property values is remarkably silent on the role of MHs, in spite of the strong and persistent belief among analysts of housing markets that MHs intrinsically depreciate and therefore have negative impacts on other residential uses.

Most recent research on interactive characteristics of residential property has been part of the effort to computerize appraisal methods. For example, in the work of Church and Gustafson one finds extensive analysis and discussion of the characteristics of properties (both real property and improvements thereto) and their interactive effects, without any differentiation of MHs and other forms of residential property. Most analysts seem to have adopted without question a replacement-cost approach to MH assessment, which assumes a depreciation schedule for MHs. This approach contrasts with the other basic methodological alternatives in assessment, including multiple regression and comparable sales procedures.

In structuring the present study, it appeared that the most useful analytic approach was to emulate the standards used in a multiple regression appraisal method, adding various regression diagnostic techniques to yield a more thorough analysis of property value impacts. This study aimed, however, to understand dynamics and impacts rather than simply to generate an appraised or assessed value for properties.

As a consequence it was determined to seek out a community of manageable size which would enable a detailed study of the dynamics of an entire housing universe. It was also important to ensure that this community had provided no artificial barriers to the functioning of MHs within its markets.

The balance of this paper describes the methods used in conducting the study and presents analysis of the resulting data and conclusions regarding the significance of MHs in influencing residential property values.

STUDY METHOD

Study Site Selection

Two major criteria were applied to selection of the study site. First, the community had to be of a manageable size, given the resources allocated to the study. This meant that the total number of housing units had to be in the 1,500 range. Second, there had to be no artificial barriers to the use of MHs in the community housing stock. A corollary to this criterion was that there be an adequate number of MHs so that MH market activity could be assessed.

The requirement that there be no barriers to use of MHs focused the search for a study site on the state of New Hampshire. Because New Hampshire is substantially rural, many of its regions and communities have not moved toward extensive zoning. Data available from the U.S. Census for 1980, supplemented by studies conducted by the New Hampshire Housing Finance Agency and the New Hampshire Office of State Planning, provided information on population size, housing units, and zoning controls by community. Each of the major regions of New Hampshire (with the exception of the densely populated southeast section) were reviewed. Office of State Planning data showed housing market activity for single-family, multi-family, and MH dwellings during the decade of the 1970s. Data were also available on the zoning status for each community, as New Hampshire has passed legislation that prohibits exclusion of MHs by zoning mechanisms.

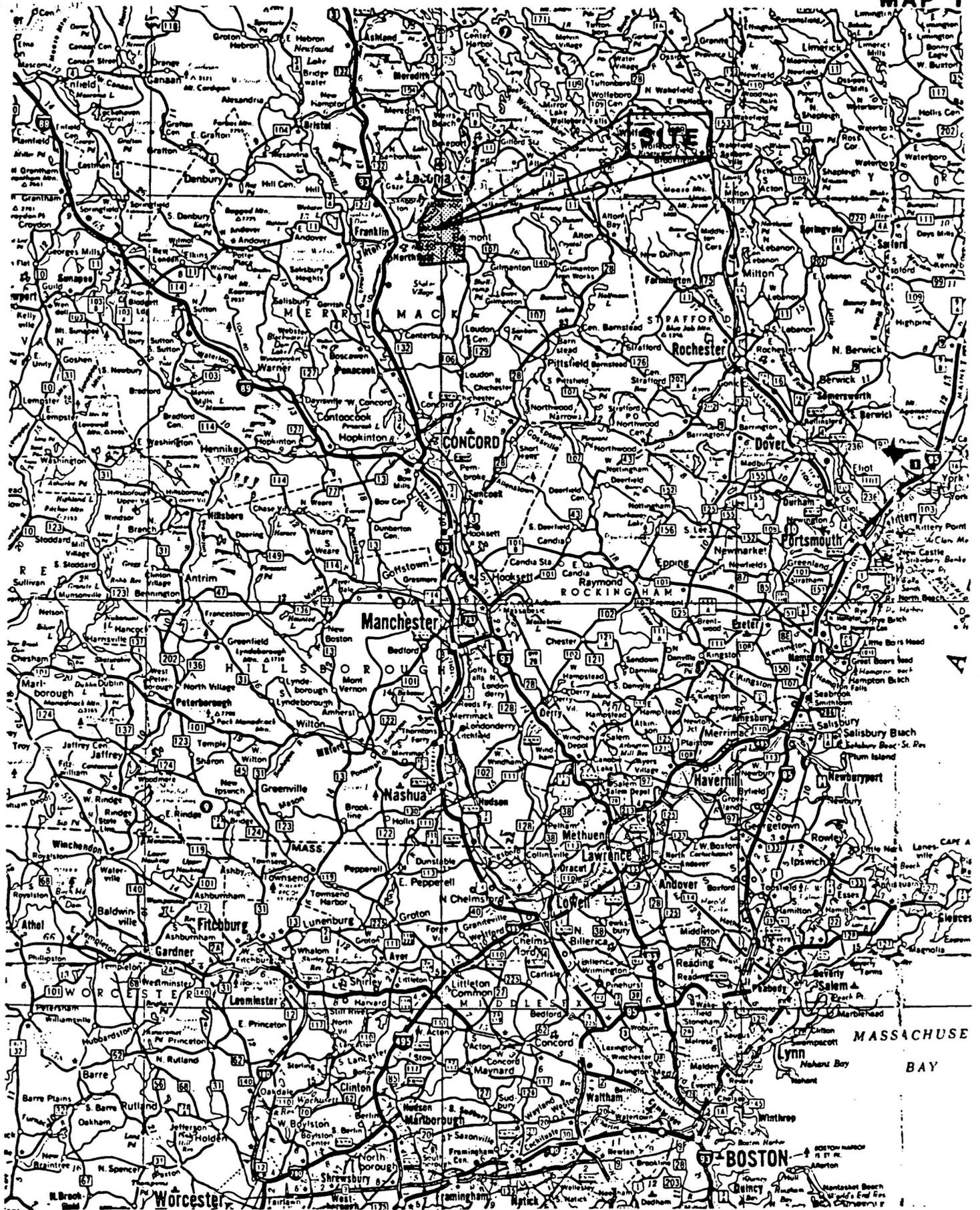
Further analysis focused site selection on a series of communities bordering Interstate 93 (a north-south route) in the Lakes Region. Seven communities were identified as potential sites for study, based on resident population, housing stock, growth activity, and zoning status. Of these seven communities, four had no zoning, and the other three allowed MHs on lots and parks. Site visits were conducted in each community. Discussions were held with town officials to determine the accuracy of the census data regarding MHs, market activity and data availability.

After a review of all of these data, the town of Belmont, New Hampshire was selected for study. According to 1980 census data, 363 of Belmont's 1502 year-round occupied units were MHs. Belmont had no zoning or other prohibitions on use of MHs. It also had an active real estate market. Belmont had the highest proportion of its stock in MHs of the seven communities under consideration. Map 1 presents the Study Site Locus. Table 1 presents the summary of land use in Belmont in 1981, indicating that half the residential properties in Belmont were MHs. Note that the total of units reported in Table 1 exceeds that reported by the Census, which is explained by an undercount by the Census of MHs in Belmont.

Data Collection

The multiple regression approach to computer aided assessment has led many states (and therefore localities) to standardize property record information. New Hampshire's Department of Revenue Administration, requires the use of the standard form and the entry on that form of standardized data. Because of this a wide range of descriptive data were available on all properties in Belmont. Interestingly, because New Hampshire has had a continuous *ad valorem* tax treatment for MHs, separate but parallel property record cards for MHs have been maintained by assessors in the same files as for other property. Moreover, Belmont maintains these property record cards using an entry system by lot and map number, the same system used for all other forms of residential property. These practices greatly facilitated the collection of descriptive information about MHs and other forms of residential property in this study.

Several types of information on residential properties was collected. Appendix A lists the variables for which data were entered. Data were available on location, services, site characteristics, building characteristics, age and exterior treatment, out buildings on the property, specialized information on MH additions, permitted improvements to the property, and transaction information for month/year and amount of transactions. A three-year period (1981-1983) was selected for intensive study. Data for all residential properties were abstracted from the property record card and entered into the study database. Transaction information was taken directly from the property record card. If transactions were not completely entered on this card, the deed was reviewed to



**STUDY SITE LOCUS
BELMONT, N.H.**

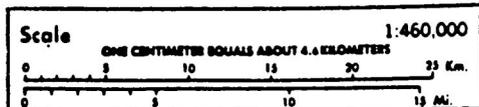
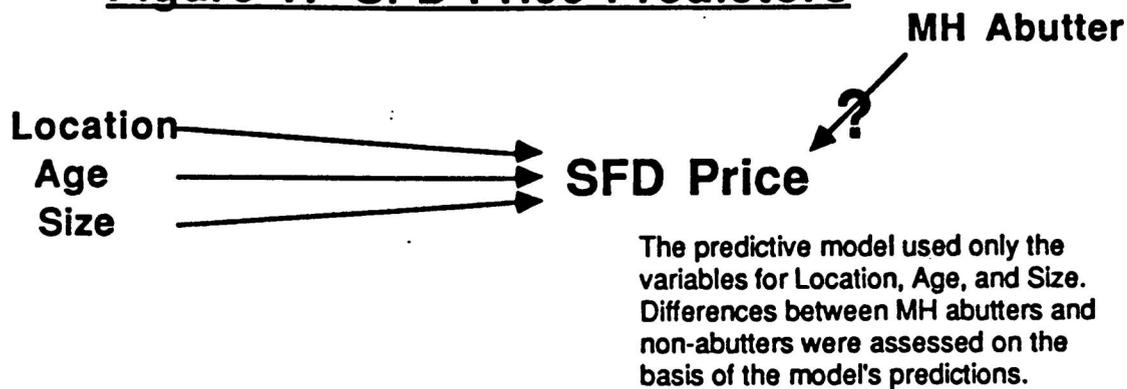


TABLE 1
Land Use, 1981 - Belmont, New Hampshire

<u>Developed Land</u>	<u># of Units</u>	<u>Acreage</u>	<u>% of Developed Land Area</u>	<u>% of Total Land</u>
Single-Family Residences	790	510	31.0	2.54
Multi-Family Residences	16	13	.8	.06
Seasonal Residences	331	105	6.4	.52
Mobile Homes	724	223	13.6	1.11
Commercial	71	51.5	3.1	.26
Industrial	5	8	.5	.04
Community Facilities	-	71	4.3	.35
Roads and Railways	82.15 miles	630	38.3	3.13
Power Lines		<u>34</u>	<u>2.1</u>	<u>.17</u>
SUB-TOTAL	-	1,645.5	100.0%	8.19%
<u>UNDEVELOPED LAND</u>				
Wetlands	-	530	-	2.64
Woodlands	-	14,341	-	71.36
Open lands	-	2,511.5	-	12.50
Water	-	<u>1,068</u>	-	<u>5.31</u>
SUB-TOTAL		18,450.5		91.81
TOTAL		20,096		100.00%

SOURCE: BELMONT COMPREHENSIVE PLAN, 1982.

Figure 1: SFD Price Predictors



Measures of location, age, and size were chosen as the best predictors of SFD price.

The data were first broken into discrete groups based on location and age:

- **Area:** The variable **Area** divides the town into three areas based on the map numbers from raw data. The three areas are Town Center, Shore Line, and Balance of Town. These areas are shown on Map 2.
- **Year Built:** The variable **Year Built** divides the residential property into four categories based on the year they were built. The four groups are: pre-1950, 1950-1969, 1970-1979, and 1980-1983.

A combination of the variables **Area** and **Year Built**, called **Cell**, was used to break the SFD sample into comparable groups. (See Figure 2.) The variable **Cell** combined the discrete variables for location and age, leaving enough SFDs in each of the groups for analysis.

Within each location/age group, the semi-continuous variable **LivSpace** (square feet of living space) was used as a primary predictor of SFD price. In this way, all three of the 'primary predictors' of SFD price were incorporated into the model.

About 90 percent of the 1187 SFDs had valid data for the three predictive variables. The major limitation, however, was in the selection of the transaction sample. According to the study design, predicted SFD prices were to be compared with actual values. Thus only SFDs with an 'established value' could be used. To ensure consistent valuation, only SFDs that were sold between 1981 and 1983 were used. All transaction amounts were scaled to 1983 dollars. Fewer than 20 percent of the remaining 1000 SFDs were sold between 1981 and 1983.

obtain this information. (Fortunately, the Belmont assessor had copies of all deeds of record in the office.) Because MHs in parks remain in the personal property category, there are no deeds to be recorded. As a consequence, a large number of MH transactions had not been entered on property record cards by the Belmont assessor. In these cases it was necessary to seek an alternative source for the data. Because many MH park owners are also involved in MH sales, it was possible in many cases to obtain sales information for this three-year period directly from owners. In other cases it was necessary to go to present owners to obtain transaction information.

Approach to Analysis

Of the 2157 pieces of property in the study for which data were collected, nearly 30 percent (610) were occupied by MHs. To assess the impact of these MHs on the selling prices of nearby single family dwellings (SFDs), the selling prices of SFDs for which a recent price was available were predicted (using multiple regression techniques) from their location, age, and size. The resulting predicted value of the house was then compared with the actual selling price, and differences between MH abutters and non-abutters were examined.

The basic assumption of the procedure was that differences between houses abutting and those not abutting MHs would be reflected in the differences between actual and predicted values: If MHs tend to bring down the value of abutting single-family homes, then the value of these homes would tend to be overpredicted, since the predictive model did not account for MH proximity. (See Figure 1.)

Figure 2: SFD Sample Divided into Location/Age Groups

YrBuilt4
(1744-1949)(1950-1969)(1970-1979)(1980-1983)

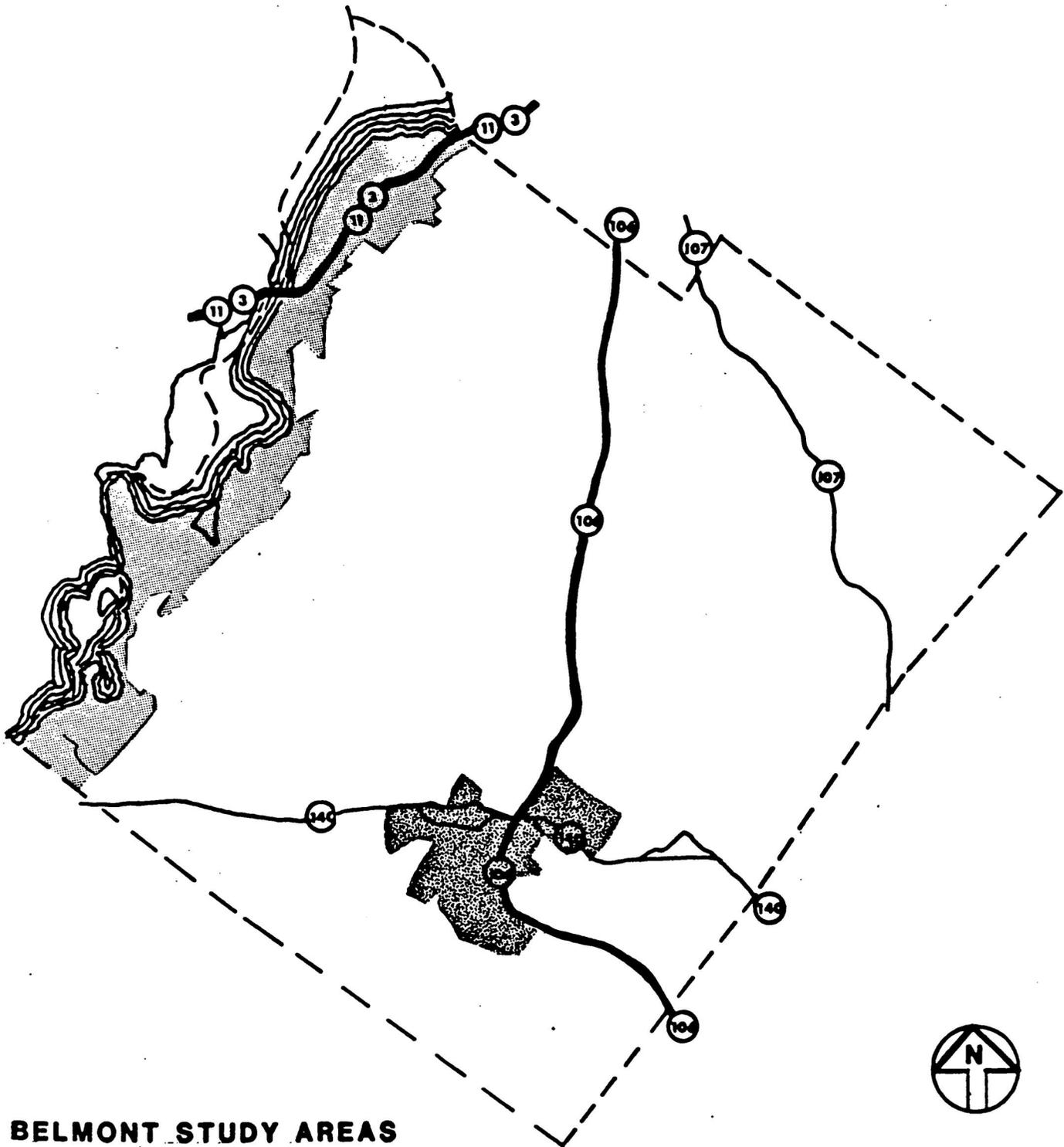
Area				
Balance of Town	1	2	3	4
Town Center	5	6	7	8
Shore Line	9	10	11	12

'Cell' #

The use of the transaction amount triggered other problems with specific cases. The most common problems were:

- Non "Arms-Length" Transactions--Some of the houses were sold for less than \$200 dollars. Most of these are transactions within a family.
- Land Sales--Some of the transactions represent a land sale only, with a residential structure added by the land owner at some point during the study period. These were recorded by the Assessor as residential properties, but they did not represent transactions as defined for the study.
- Limitations of LivSpace As A Predictor--Some small houses had large or multiple outbuildings, which accounted for a large proportion of the transaction price.
- Ineligible Property Type--Several transactions were for multi-family or mixed-use properties. By definition these were not eligible for inclusion in the sample.

Cases falling into these categories were excluded from the analysis.



The Predictive Model

The initial model consisted of a simple regression, within each cell, of the SFD transaction price on living space; that is, the estimate of the price came from a straight line fitted to the plot of the 1983 transaction value against living space. Separate plots were completed for SFDs and MHs. MHs were excluded from the SFD, these plots are presented in Figures 3.1-3.9 (for SFDs) and Figures 4.1-4.2 (for MHs). On the basis of the results of the initial regression, some of the cells were combined. Cells 2, 6, and 10 (SFDs built between 1950 and 1969) were lumped together, so that they shared a common slope and intercept. The predictive model for cells 3, 4, and 11 (the newest houses in the sample) allowed the cells unique intercepts, while constraining them to a common slope. Cells 1, 5, and 9 (the houses built before 1950) were estimated separately. These three groupings comprise the final model that yielded the differences between MH abutters and non-abutters. Cells 7,8 and 12 had too few data points to permit satisfactory regression lines..

Plot of Sales Price Against Living Space with Fitted Regression Line

SFD Transaction Sample

Cell 1: Balance of Town, Built Before 1950

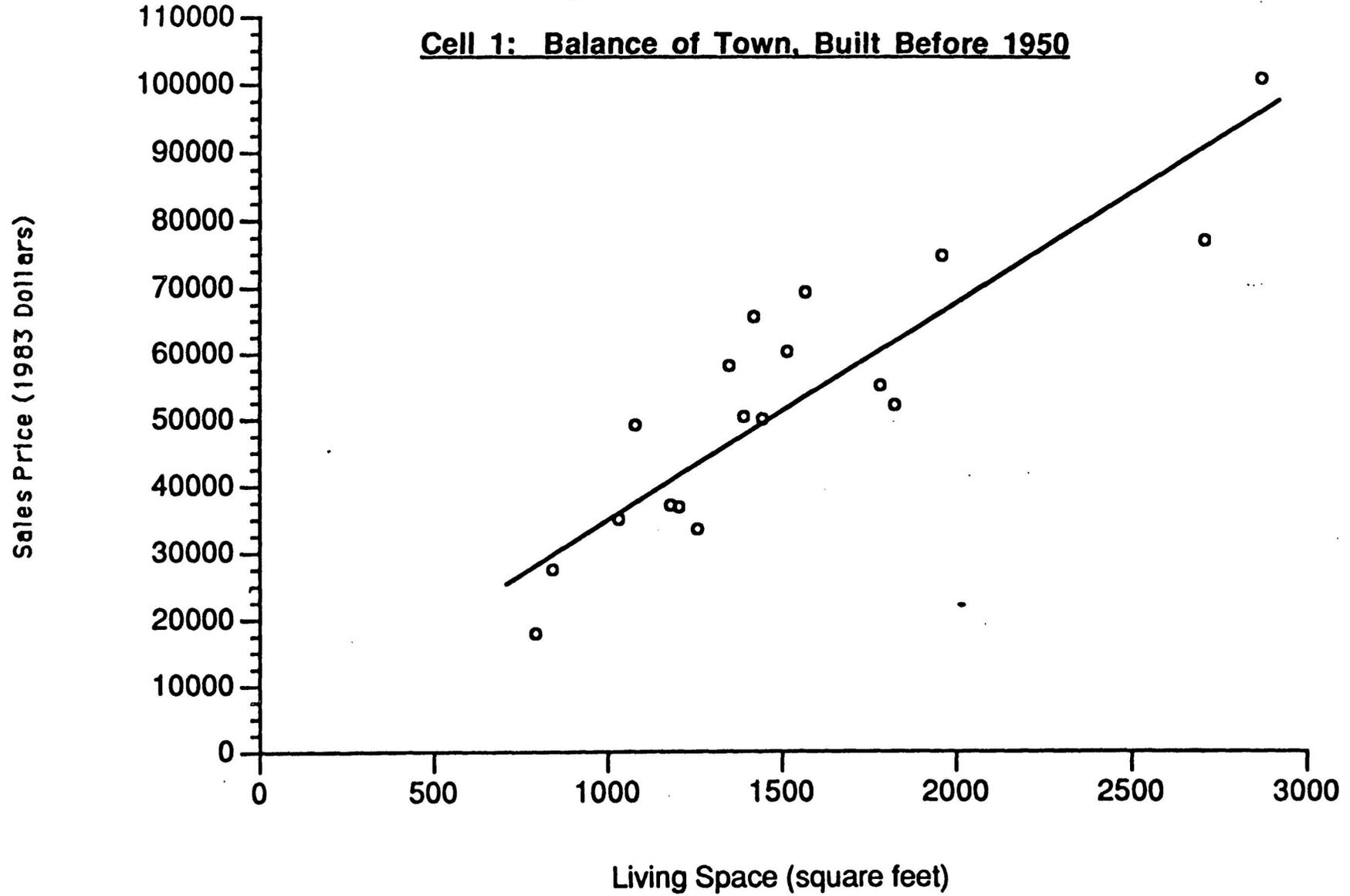


FIGURE 3.1

Plot of Sales Price Against Living Space with Fitted Regression Line

SFD Transaction Sample

Cell 2: Balance of Town, Built 1950-1969

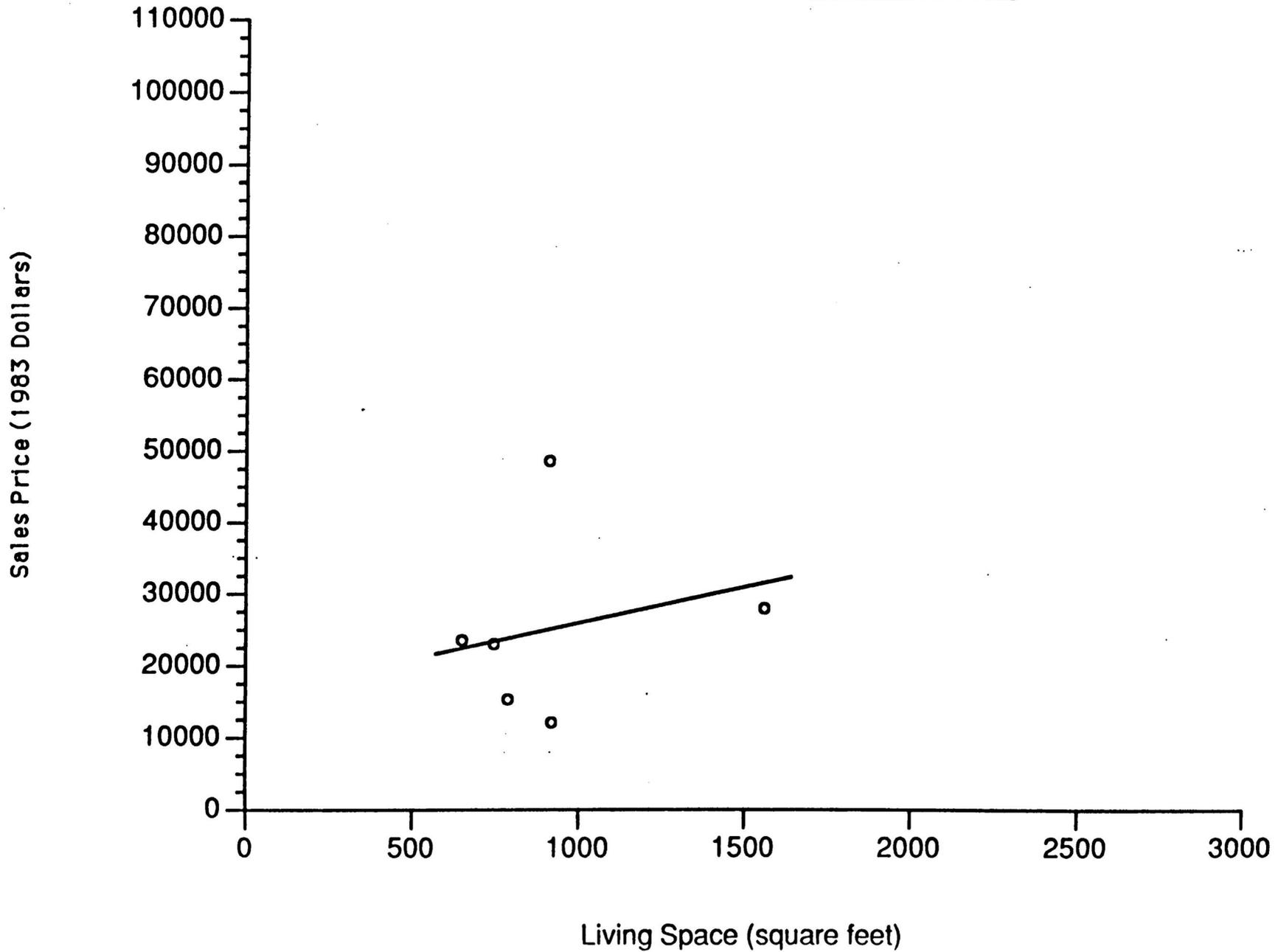


FIGURE 3.2

Plot of Sales Price Against Living Space with Fitted Regression Line

SFD Transaction Sample

Cell 3: Balance of Town, Built 1970-1979

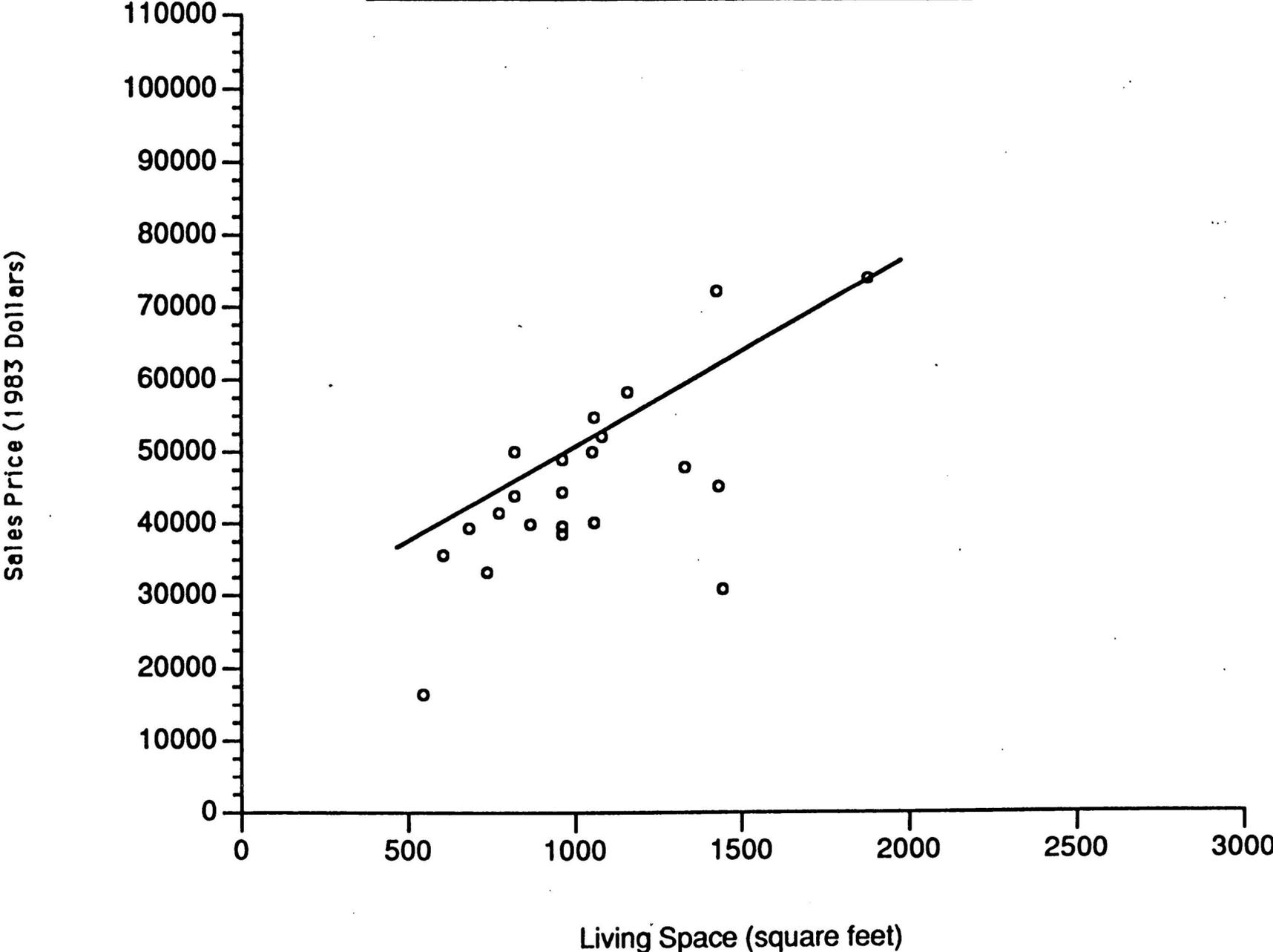


FIGURE 3.3

Plot of Sales Price Against Living Space with Fitted Regression Line

SFD Transaction Sample

Cell 4: Balance of Town, Built 1980-1983

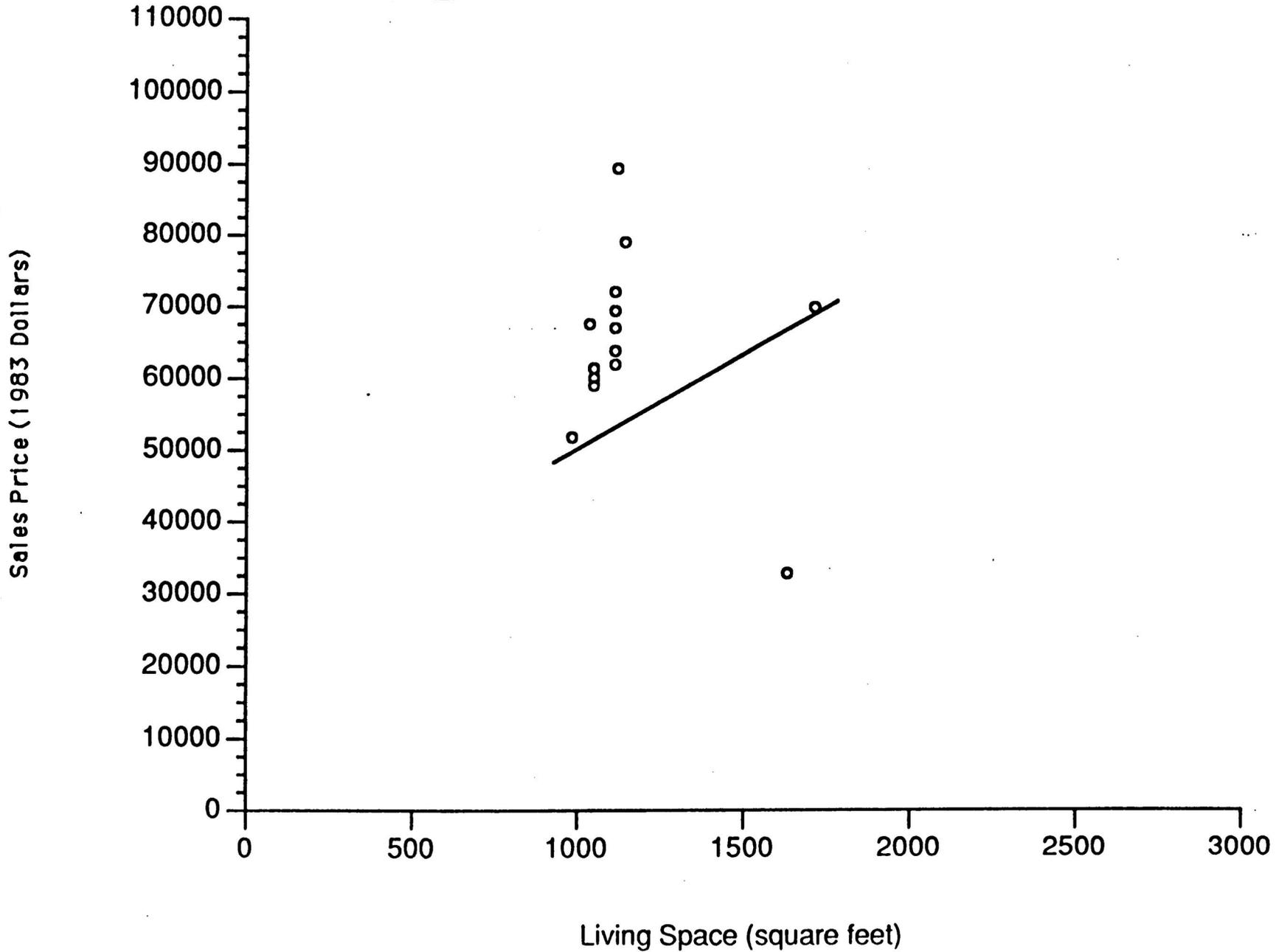


FIGURE 3.4

Plot of Sales Price Against Living Space with Fitted Regression Line

SFD Transaction Sample

Cell 5: Town Center, Built Before 1950

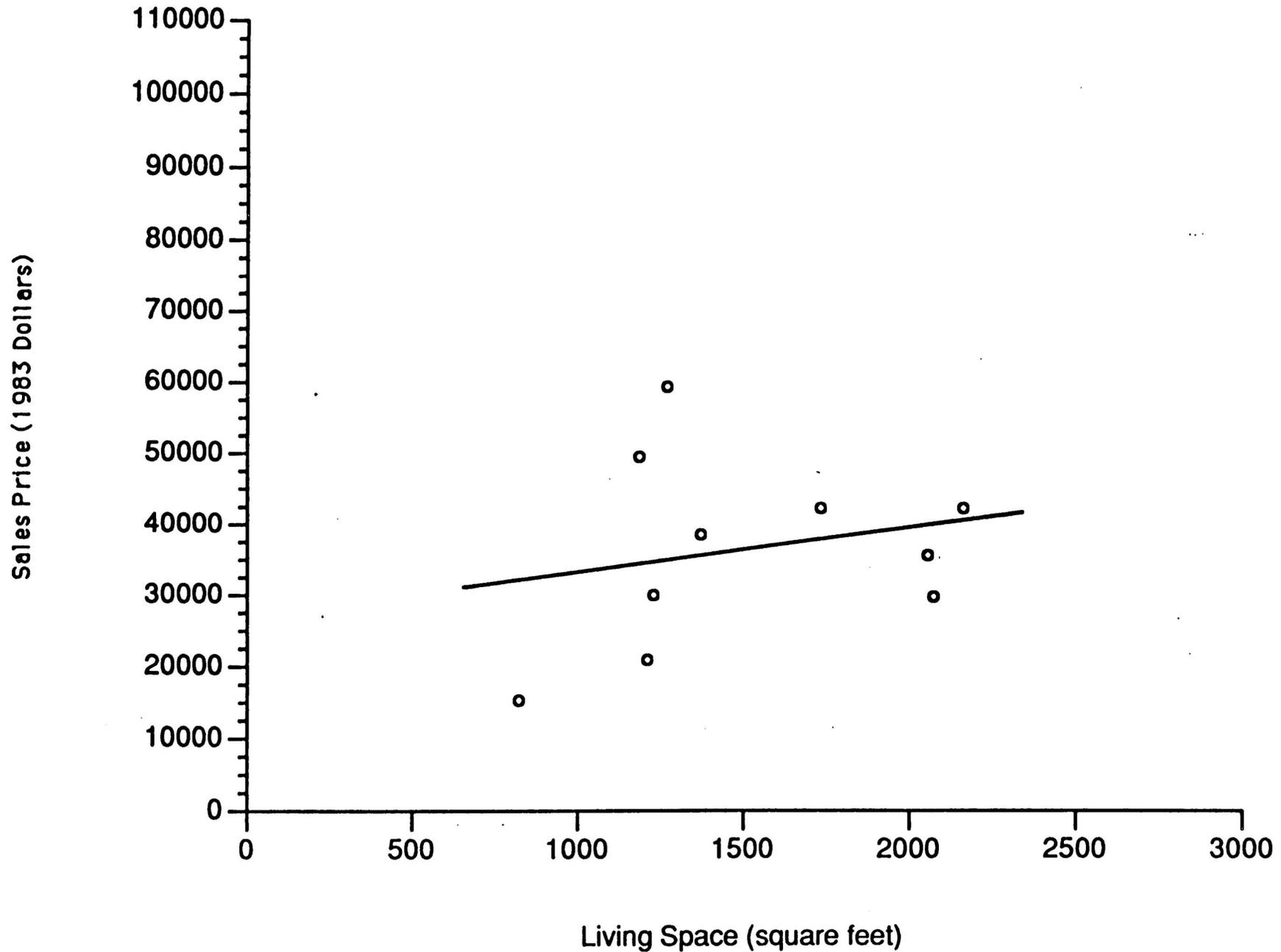


FIGURE 3.5

Plot of Sales Price Against Living Space with Fitted Regression Line

SFD Transaction Sample

Cell 6: Town Center, Built 1950-1969

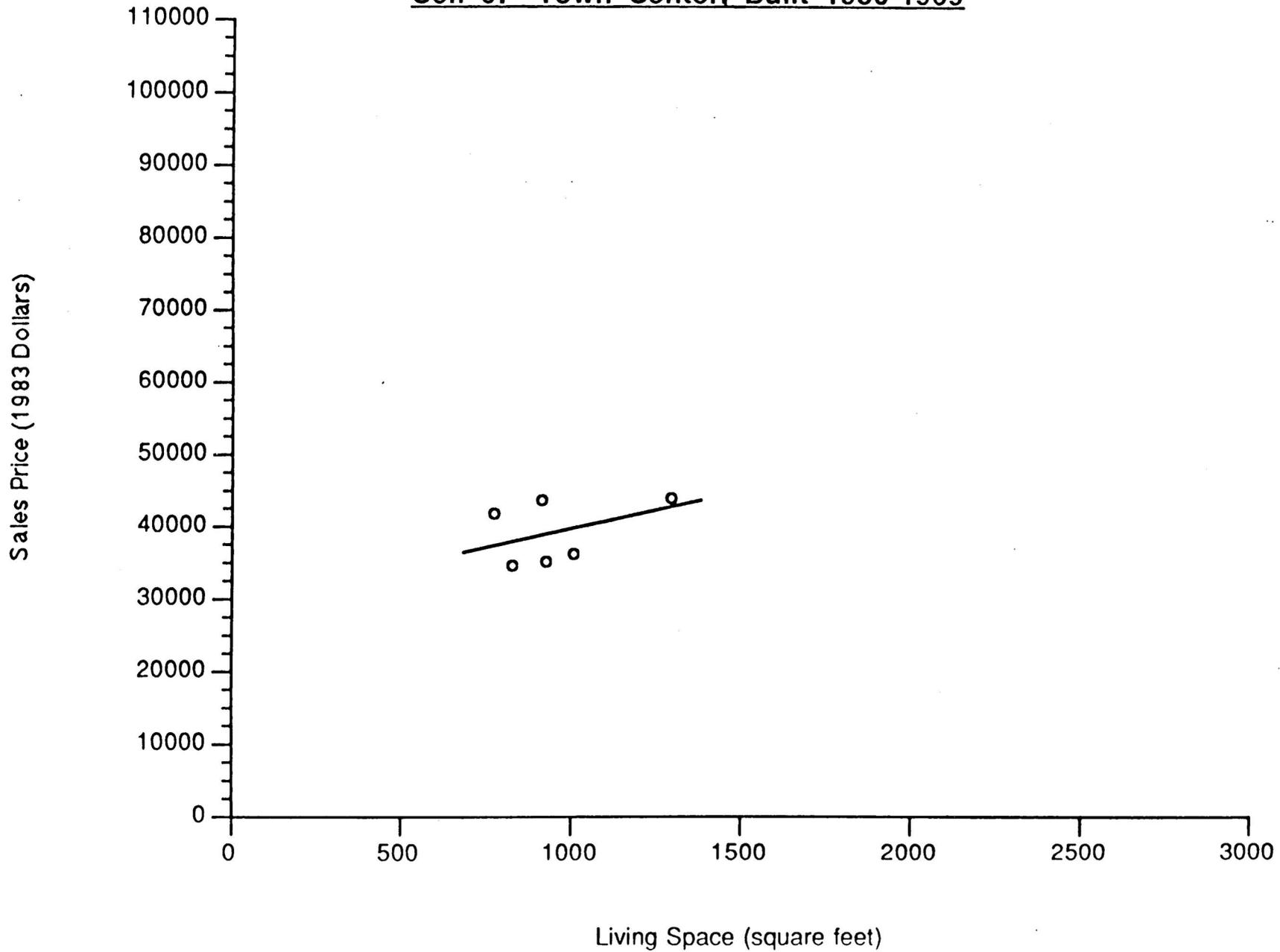


FIGURE 3.6

Plot of Sales Price Against Living Space with Fitted Regression Line

SFD Transaction Sample

Cell 9: Shore Line, Built Before 1950

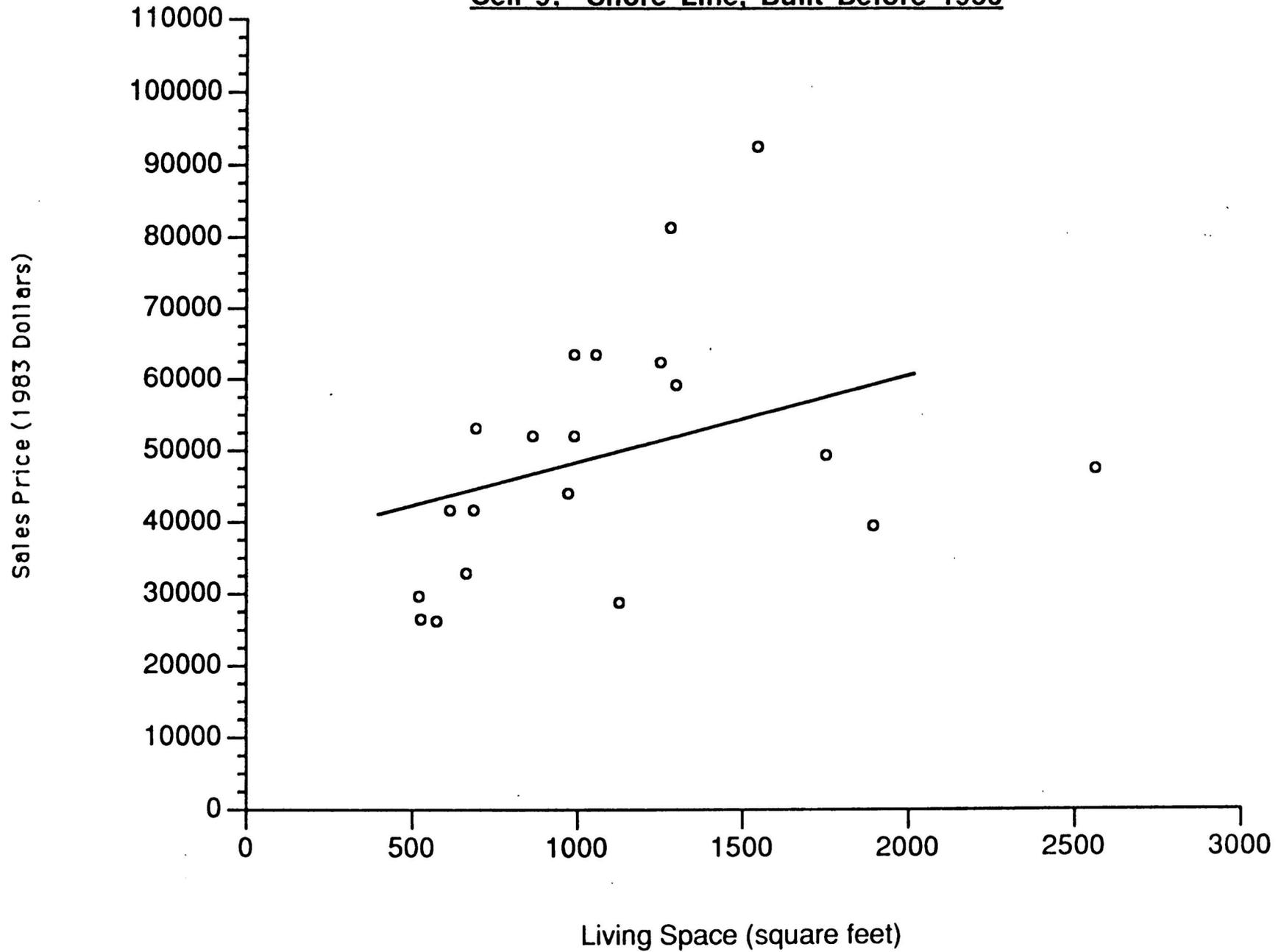


FIGURE 3.7

Plot of Sales Price Against Living Space with Fitted Regression Line

SFD Transaction Sample

Cell 10: Shore Line, Built 1950-1969

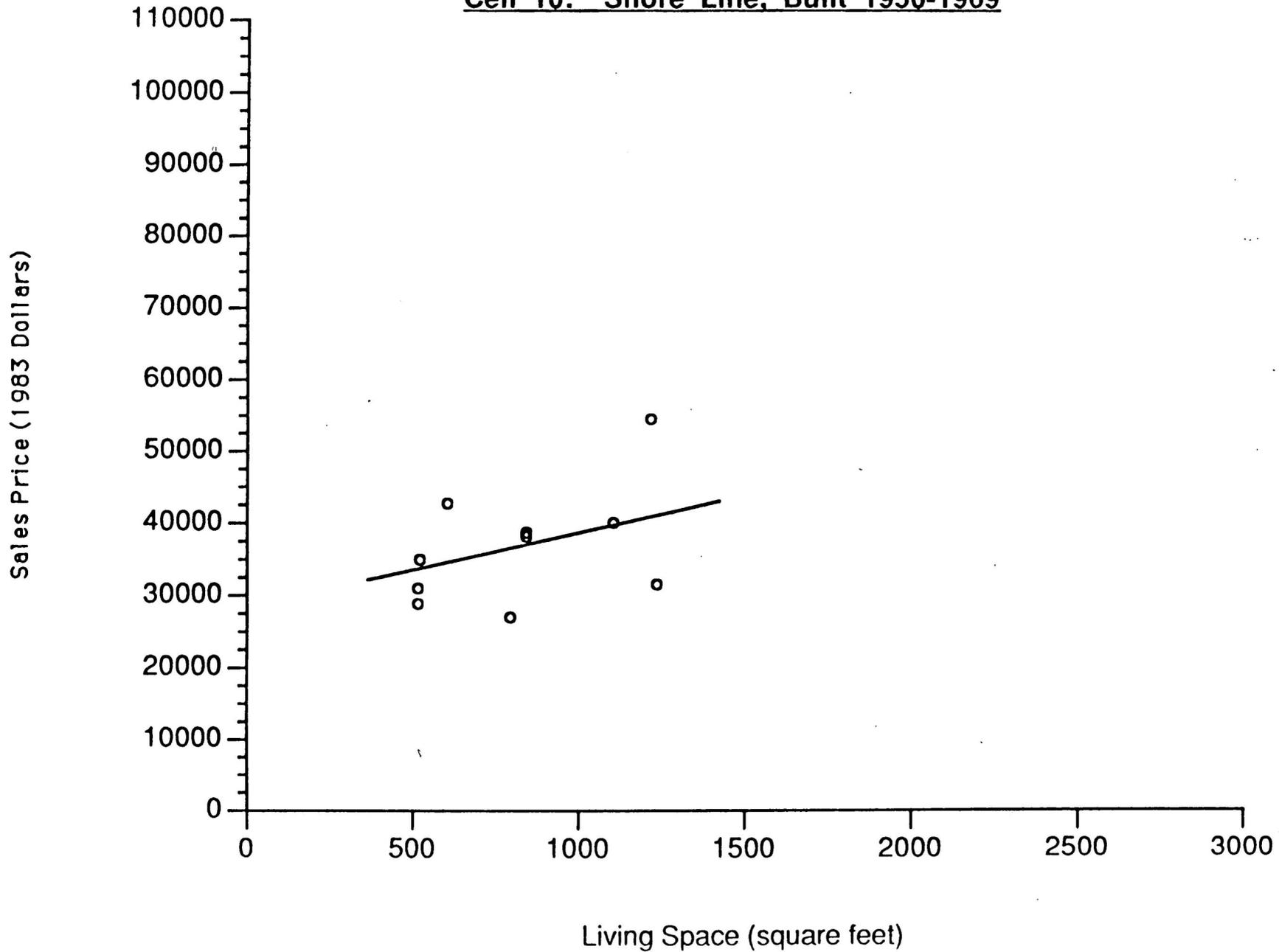


FIGURE 3.8

Plot of Sales Price Against Living Space with Fitted Regression Line

SFD Transaction Sample

Cell 11: Shore Line, Built 1970-1979

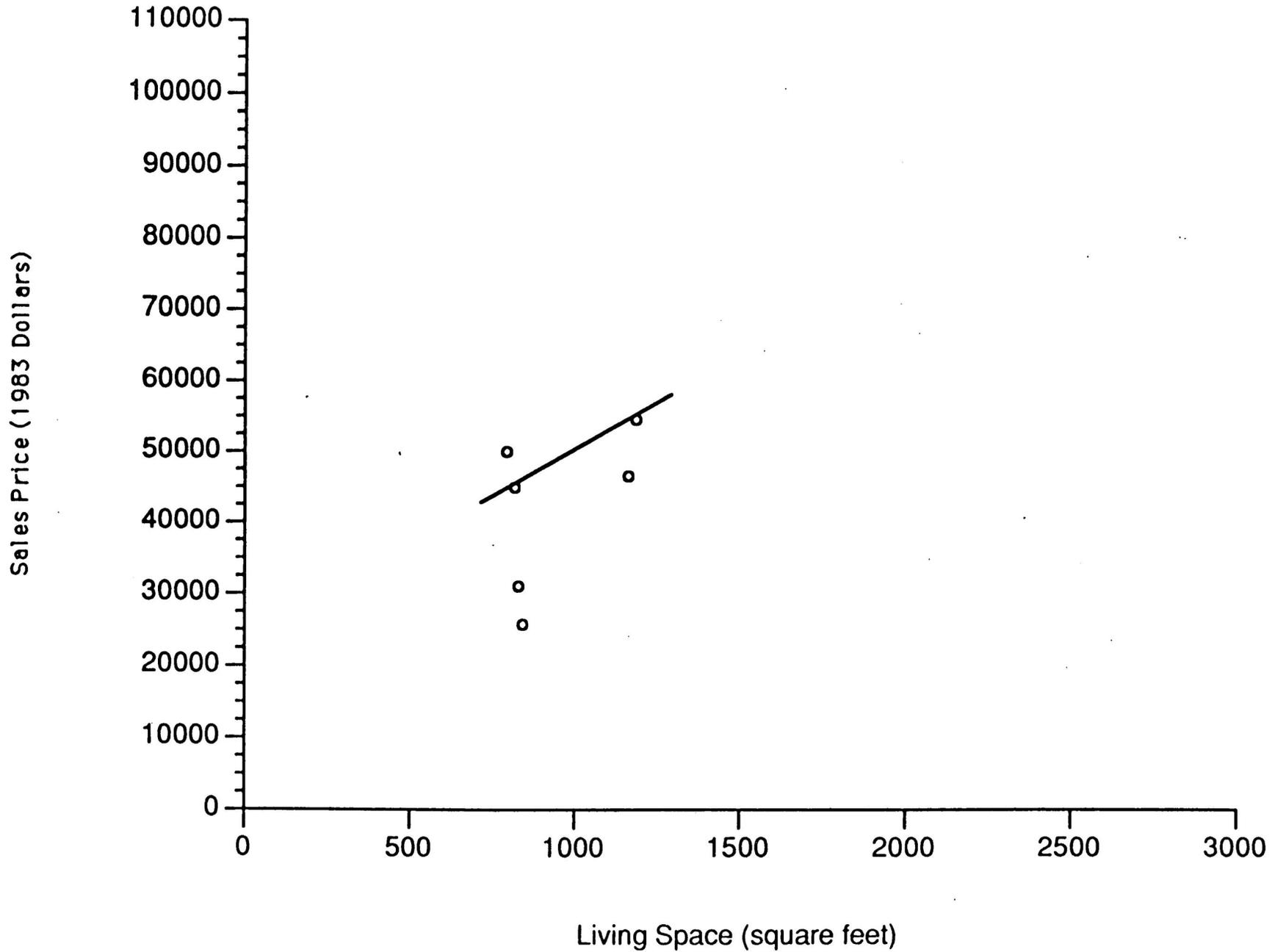


FIGURE 3.9

Plot of Sales Price Against Living Space with Fitted Regression Line

MH Transaction Sample: MH's Located In MH Parks

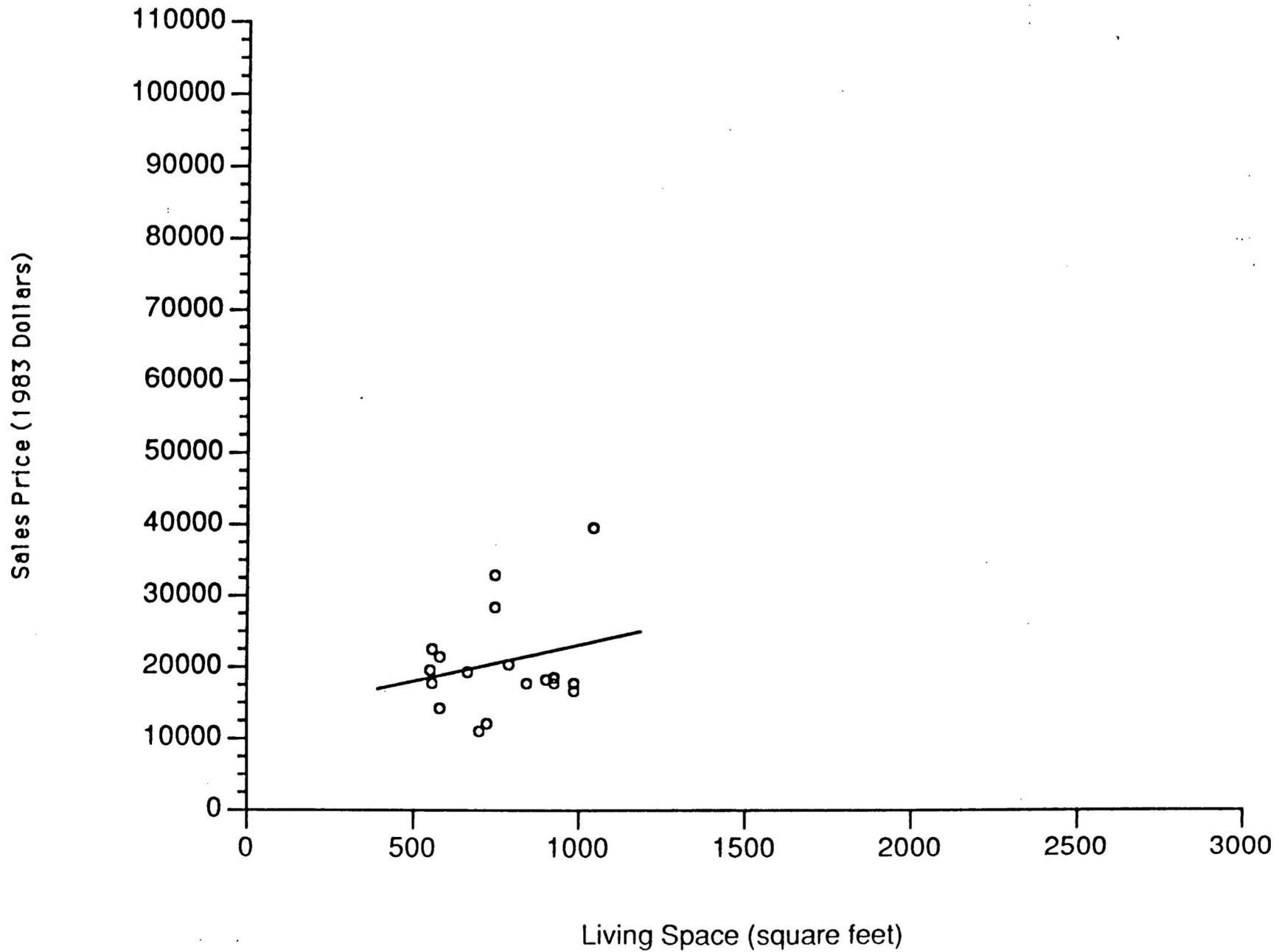


FIGURE 4.1

Plot of Sales Price Against Living Space with Fitted Regression Line

MH Transaction Sample: MHs Not Located in MH Parks

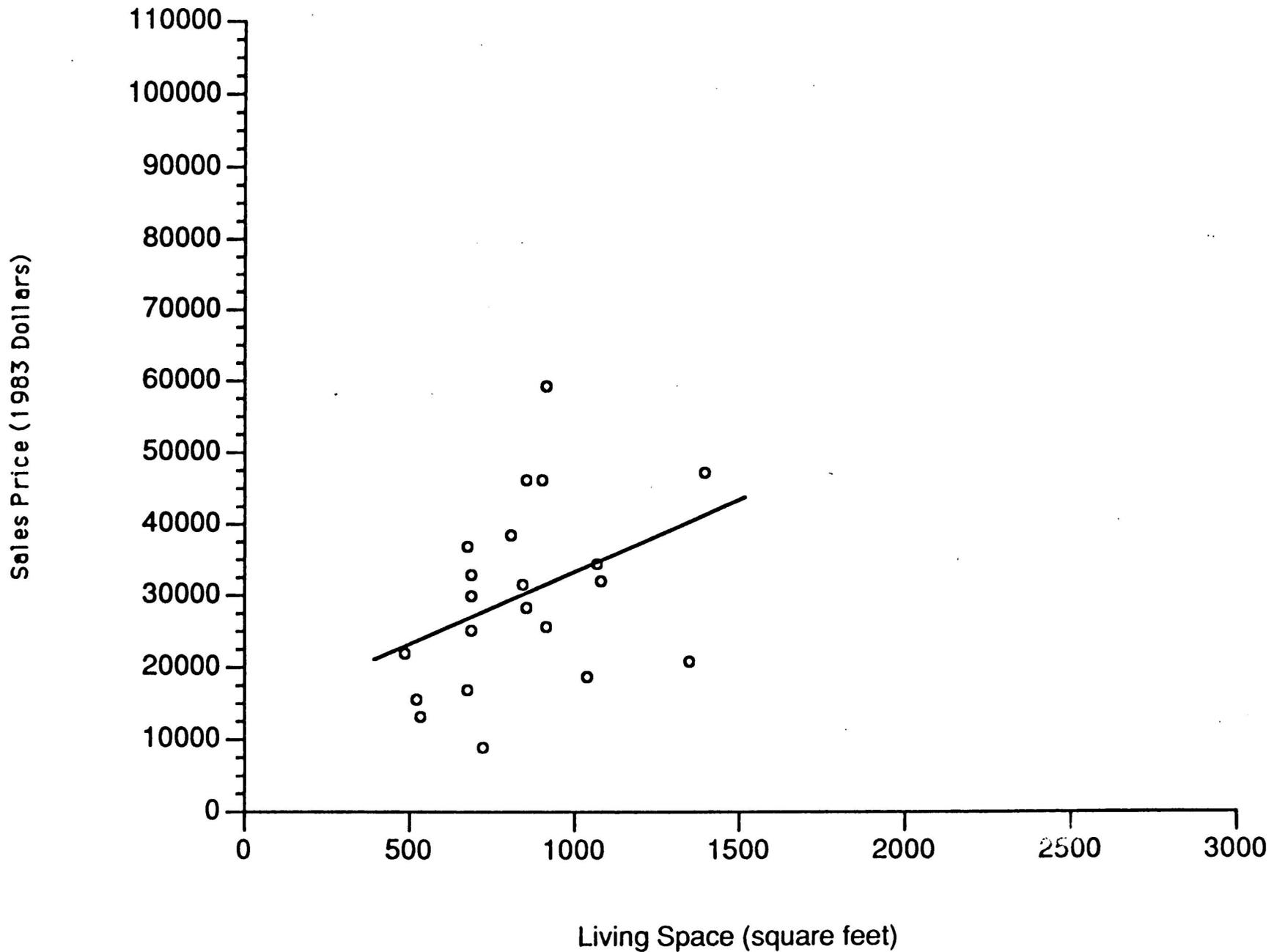


FIGURE 4.2

DATA AND ANALYSIS

Data

After necessary adjustments to clean the database, 1187 cases remained for analysis. Tables 2 and 3 present the distribution of these cases by **Area** and **Year Built**. Roughly 10% of the sample involved transactions. Transactions were distributed by **Area** approximately proportional to the distribution of all properties by **Area**. (See Table 2, which presents the statistic for the test of significance applied.) The proportion of transaction cases does differ significantly with **Year Built**, but not highly so. (See Table 3.) One major factor in this is the higher proportion of transactions in the **Year Built 1980-1983** category. In fact, one would expect an even larger difference here. The large number of 'No Transaction' cases in **Year Built 1980-1983** reflects the owner building noted above, as well as structures built by developers but not sold by the end of the study period. Tables 4 and 5 summarize the distribution of residential property by age and location, for the total residential property and the transaction sample. Table 6 presents the Distribution of sales prices townwide, by age group.

Figures 3.1-3.9 (for SFDs, site-built) and Figures 4.1-4.2 (for MH) present the plots of sales price against **Living Space**. These display the results of applying the predictive model for sales prices, of actual transactions of both MH and Site-Built SFDs, for each of the **Area/Year Built** cell groupings. (Appendix B records the estimated and actual sales prices for each sampled transaction. These give the details underlying Figures 3.1-3.9 and Figures 4.1-4.2.)

TABLE 2
SAMPLE BY AREA

	AREA			TOTAL
	Balance of Town	Center	Shoreline	
No Transaction	612	156	300	1068
	57.3%	14.6%	28.1%	
Transactions	67	16	36	119
	56.3%	13.4%	30.2%	
TOTAL	679	172	336	1187
	57.2%	14.5%	28.3%	

2

Chi-Squared test (2 degrees of freedom): $\chi^2 = 0.295$, $P = .863$

TABLE 3
SAMPLE BY YEAR BUILT

	To 1950	1950-1969	1970-1979	1980-1983	TOTAL
No Transaction	428 43.4%	281 28.5%	189 19.1%	89 9.0%	987
Transactions	50 42.0%	22 18.5%	30 25.2%	17 14.3%	119
TOTAL	478 43.2%	303 27.4%	219 19.8%	106 9.6%	1106

Year Built was missing in 81 cases.

2

Chi-Squared test (2 degrees of freedom): $X = 0.295$, $P = .863$

TABLE 4

Townwide Distribution of SFDs and MHs

SFDs By Area/Age Groups

		Year Built				
Area		1744-1949	1950-1969	1970-1979	1980-1983	All
Balance of Town		198	134	173	97	602
Town Center		129	34	4	1	168
Shore Line		149	126	40	8	323
All		476	294	217	106	1093

Missing = 94

MHs In or Out of MH Parks

In Park	204
Out of Park	406
All	610

TABLE 5

Townwide Distribution of SFDs and MHs in the Transaction Sample
Percentage of Total (by cell) in Parentheses

SFDs by Area/Age Groups

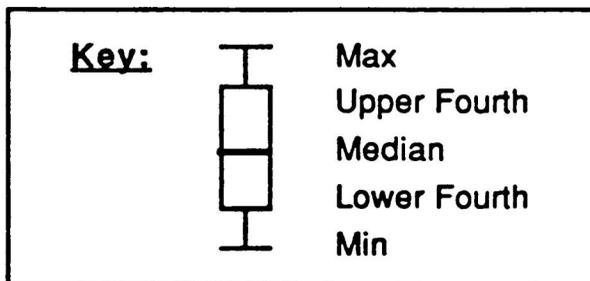
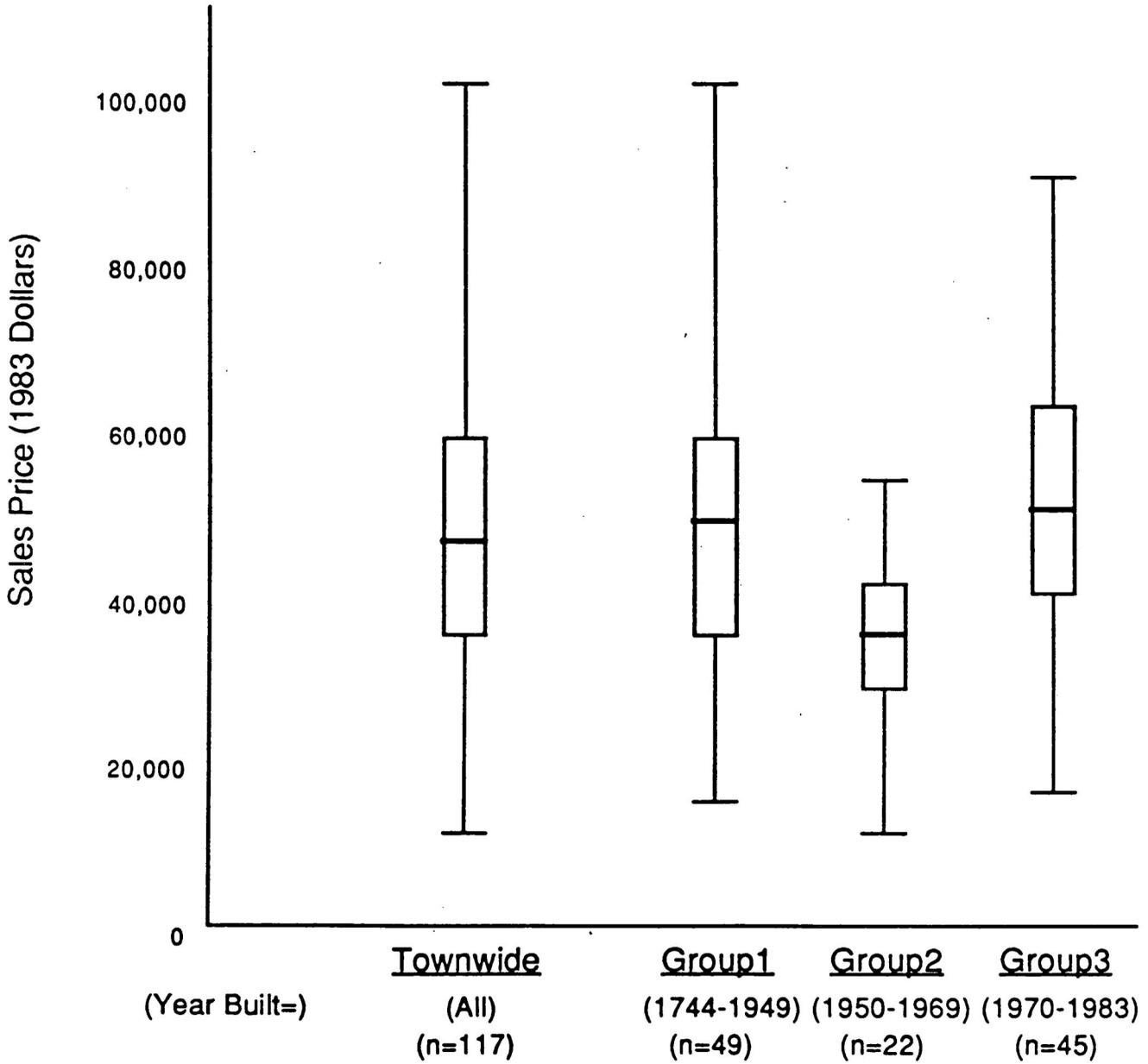
Area	Year Built				All
	1744-1949	1950-1969	1970-1979	1980-1983	
Balance of Town	20 (10.1%)	6 (4.5%)	24 (13.9%)	17 (17.5%)	67 (11.1%)
Town Center	10 (7.8%)	6 (17.6%)	--	--	16 (9.5%)
Shore Line	20 (13.4%)	19 (15.1%)	6 (15.0%)	--	36 (11.1%)
All	50 (10.5%)	22 (7.5%)	30 (13.8%)	17 (16.0%)	119 (10.9%)

MHs In or Out of MH Parks

In Parks	21 (10.3%)
Out of Parks	18 (4.4%)
All	39 (6.4%)

TABLE 6

Distribution of Sales Prices
SFD Transaction Sample: Townwide and by Age Groups



Analysis

Having found satisfactory agreement between the transaction and non-transaction residential properties in terms of the key analytic variables, the study turns to the basic question: Does the presence of an abutting MH significantly affect the value of an SFD?

This basic question is addressed by dividing the transaction sample into abutters and non-abutters, and then evaluating the differences in predicted value. Because the size of the difference between the actual and predicted sales prices tends to increase with the price, those simple differences do not yield an adequate comparison. A standard remedy for this problem converts the prices to a logarithmic scale and bases the comparison on the difference between the logarithms. Because

$$\log (\text{Actual}) - \log (\text{Predicted}) = \log (\text{Actual Predicted}),$$

this approach is closely related to considering the percentage difference in the prices. If the two prices of a set of SFDs have a constant percentage relationship (e.g., the actual selling price of each SFD is 5% higher than the predicted), then the logarithms of the prices will differ by a constant amount, regardless of how the price varies from one SFD to another (e.g., $\log_{10} 1.05 = .0212$). For technical reasons, it is better to work with the differences in the logarithmic scale than to work with percentages, because the logarithms customarily come much closer to satisfying the assumptions that underlie the usual statistical procedures. Tables 6.1 and 6.2 show the details of the conversions to the logarithmic scale for the abutters and the non-abutters, respectively.

Table 6.3 continues the analysis by summarizing the logarithmic differences in two ways. First, the median and lower and upper fourths (approximate lower and upper quartiles) indicate a typical difference, $-.0192$ for abutters and $.0017$ for non-abutters, as well as the range of the middle half of the differences in each group. In these terms, the extent of variation is reasonably similar between abutters ($-.1117$ to $.0412$) and non-abutters ($-.0597$ to $.0654$). For an informal comparison, the difference between the medians,

$$.0017 - (-.0192) = .0209,$$

corresponds to a ratio of 1.05: The ratio of actual sales price to predicted price was typically 5% higher among the non-abutters than among the abutters in this study.

Second, the mean and variance of the differences form the basis for the customary references concerning the significance of the underlying mean difference between abutters and non-abutters. The difference between the means,

$$-.0130 - (-.0238) = .0108$$

corresponds to a ratio of 1.025, about half as large a percentage difference as that suggested by the medians. Judging the statistical significance of this difference involves the size of variation within the two samples. Once this aspect is taken with account, the difference of .0108 turns out to be small by comparison; it does not even approach significance at the customary .05 level. (The probability of obtaining a statistic of larger magnitude, purely by chance, is roughly 2/3.) Thus this case study leads to the conclusion that MHs do not impact the property value of abutting, site-built SFDs.

NOTES

1. Mobile or Manufactured homes are a type of modular manufactured housing. They are distinguished from other modular types primarily by the code to which they are built, rather than by appearance. For further definition and distinction, see Thomas E. Nutt-Powell, **MANUFACTURED HOMES: MAKING SENSE OF A HOUSING OPPORTUNITY** (Boston; Auburn House, 1982.)
2. A good history of the evolution of MHs is provided in Arthur Bernhardt et al. **BUILDING TOMORROW** (Cambridge; MIT Press, 1980.)
3. Travel trailers, which are not MHs and are not year-round occupied units, were excluded from our data collection. They are included in the "mobile home" category used in the preparation of the 1982 Belmont Comprehensive Plan.

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1. **BELMONT COMPREHENSIVE PLAN, 1982.**
2. Albert M. Church and Robert H. Gustafson, **STATISTICS AND COMPUTERS IN THE APPRAISAL PROCESS**, (Chicago: International Association of Assessing Officials, 1976).
3. Malnight, Jim, "MOBILE HOMES APPRECIATE IN VALUE," **Manufactured Housing DEALER**, January 1980, pp. 16-18.
4. Nutt-Powell, Thomas E. **MANUFACTURED HOMES; MAKING SENSE OF A HOUSING OPPORTUNITY** (Boston; Auburn House, 1982.)

APPENDIX A

LIST OF VARIABLES

RESIDENTIAL STUDY VARIABLES
PROPERTY CHARACTERISTICS

Location

MH Abut Y/N

Distance to Nearest MH

Water

Sewer

Road

Topography

Lot Size

Basement

Garage/Size

Building Square Feet

Number of Stories

Year Built

Building Type

Exterior Material

Roof Type/MH

Outbuildings/Type & Size

MH Addition

MH Deck

MH Awning

MH Screen Room

MH Glass Room

MH Common Room

MH Owner-built Room

Permitted Improvements:

Date

Amount

Type

Transactions

Date

Amount

APPENDIX B

TRANSACTION SAMPLE PRICE ESTIMATES

BY AGE/AREA GROUPINGS

SFD & MH

SFD Transaction Sample Price Estimates by Age/Area Groupings
 Cell 1: Balance of Town, Built Before 1950
 Estimated Independently

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est.-Actual)	%Difference (Diff./Actual)
1	no	\$27,400	\$29,300	\$1,900	6.93%
1	no	\$33,500	\$42,930	\$9,430	28.15%
1	no	\$34,941	\$35,573	\$632	1.81%
1	no	\$37,000	\$41,157	\$4,157	11.24%
1	no	\$37,154	\$40,368	\$3,214	8.65%
1	no	\$49,000	\$37,216	(\$11,784)	-24.05%
1	no	\$50,000	\$49,007	(\$993)	-1.99%
1	no	\$50,363	\$47,200	(\$3,163)	-6.28%
1	no	\$58,000	\$45,886	(\$12,114)	-20.89%
1	no	\$65,760	\$48,185	(\$17,575)	-26.73%
1	no	\$74,655	\$66,019	(\$8,636)	-11.57%
1	no	\$77,025	\$90,752	\$13,727	17.82%
1	no	\$100,832	\$96,006	(\$4,826)	-4.79%
1	yes	\$17,775	\$27,789	\$10,014	56.34%
1	yes	\$52,140	\$61,553	\$9,413	18.05%
1	yes	\$55,000	\$60,174	\$5,174	9.41%
1	yes	\$60,000	\$51,338	(\$8,662)	-14.44%
1	yes	\$69,048	\$53,177	(\$15,871)	-22.99%
1	yes	\$80,311	\$87,796	\$7,485	9.32%

SFD Transaction Sample Price Estimates by Age/Area Groupings

Cell 2: Balance of Town, Built 1950-1969

Estimated in a group with cells 6 and 10:

Cells had common slopes, unique intercepts

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est.-Actual)	%Difference (Diff./Actual)
2	no	\$15,344	\$23,573	\$8,229	53.63%
2	no	\$23,000	\$23,164	\$164	0.71%
2	no	\$23,500	\$22,182	(\$1,318)	-5.61%
2	no	\$28,059	\$31,507	\$3,448	-12.29%
2	yes	\$11,850	\$24,942	\$13,092	110.48%
2	yes	\$48,500	\$24,882	(\$23,618)	-48.70%

Cell 3: Balance of Town, Built 1970-1979
 Estimated in a group with cells 4 and 11

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est.-Actual)	%Difference (Diff./Actual)
3	no	\$16,330	\$38,307	\$21,977	134.58%
3	no	\$30,750	\$61,815	\$31,065	101.02%
3	no	\$33,000	\$43,187	\$10,187	30.87%
3	no	\$35,432	\$39,776	\$4,344	12.26%
3	no	\$38,360	\$49,221	\$10,861	28.31%
3	no	\$39,105	\$41,822	\$2,717	6.95%
3	no	\$39,456	\$49,221	\$9,765	24.75%
3	no	\$41,475	\$44,184	\$2,709	6.53%
3	no	\$43,845	\$45,443	\$1,598	3.64%
3	no	\$44,328	\$49,221	\$4,893	11.04%
3	no	\$45,000	\$61,500	\$16,500	36.67%
3	no	\$47,676	\$58,929	\$11,253	23.60%
3	no	\$50,064	\$51,583	\$1,519	3.03%
3	no	\$58,065	\$54,259	(\$3,806)	-6.55%
3	no	\$72,000	\$61,369	(\$10,631)	-14.77%
3	yes	\$39,785	\$46,703	\$6,918	17.39%
3	yes	\$40,004	\$51,740	\$11,736	29.34%
3	yes	\$48,772	\$49,221	\$449	0.92%
3	yes	\$49,960	\$45,443	(\$4,517)	-9.04%
3	yes	\$52,022	\$52,370	\$348	0.67%
3	yes	\$54,800	\$51,740	(\$3,060)	-5.58%
3	yes	\$74,000	\$73,229	(\$771)	-1.04%

SFD Transaction Sample Price Estimates by Age/Area Groupings
 Cell 4: Balance of Town, Built 1980-1983
 Estimated in a group with cells 3 and 11

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est.-Actual)	%Difference (Diff./Actual)
4	no	\$32,770	\$66,853	\$34,083	104.01%
4	no	\$59,000	\$51,530	(\$7,470)	-12.66%
4	no	\$59,900	\$51,530	(\$8,370)	-13.97%
4	no	\$59,900	\$51,530	(\$8,370)	-13.97%
4	no	\$59,900	\$51,530	(\$8,370)	-13.97%
4	no	\$61,433	\$51,530	(\$9,903)	-16.12%
4	no	\$62,000	\$53,209	(\$8,791)	-14.18%
4	no	\$62,000	\$53,209	(\$8,791)	-14.18%
4	no	\$64,000	\$53,209	(\$10,791)	-16.86%
4	no	\$67,000	\$53,209	(\$13,791)	-20.58%
4	no	\$67,404	\$51,215	(\$16,189)	-24.02%
4	no	\$69,500	\$53,209	(\$16,291)	-23.44%
4	no	\$70,000	\$68,952	(\$1,048)	-1.50%
4	no	\$72,000	\$53,209	(\$18,791)	-26.10%
4	no	\$79,000	\$54,049	(\$24,951)	-31.58%
4	yes	\$51,629	\$49,746	(\$1,883)	-3.65%
4	yes	\$89,324	\$53,419	(\$35,905)	-40.20%

SFD Transaction Sample Price Estimates by Age/Area Groupings
 Cell 5: Town Center, Built Before 1950
 Estimated Independently

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est.-Actual)	%Difference (Diff./Actual)
5	no	\$15,358	\$32,046	\$16,688	108.66%
5	no	\$20,860	\$34,428	\$13,568	65.04%
5	no	\$30,099	\$34,532	\$4,433	14.73%
5	no	\$35,462	\$39,597	\$4,135	11.66%
5	no	\$38,360	\$35,419	(\$2,941)	-7.67%
5	no	\$42,196	\$37,634	(\$4,562)	-10.81%
5	no	\$42,306	\$40,280	(\$2,026)	-4.79%
5	no	\$59,131	\$34,779	(\$24,352)	-41.18%
5	yes	\$29,625	\$39,727	\$10,102	34.10%
5	yes	\$49,320	\$34,274	(\$15,046)	-30.51%

SFD Transaction Sample Price Estimates by Age/Area Groupings

Cell 6: Town Center, Built 1950-1969

Estimated in a group with cells 2 and 10:

Cells had common slopes, unique intercepts

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est.-Actual)	%Difference (Diff./Actual)
6	no	\$34,365	\$37,737	\$3,372	9.81%
6	no	\$34,940	\$38,760	\$3,820	10.93%
6	no	\$41,615	\$37,155	(\$4,460)	-10.72%
6	no	\$43,511	\$38,627	(\$4,884)	-11.22%
6	yes	\$36,168	\$39,608	\$3,440	9.51%
6	yes	\$43,840	\$42,553	(\$1,287)	-2.94%

SFD Transaction Sample Price Estimates by Age/Area Groupings

Cell 9: Shore Line, Built Before 1950

Estimated Independently

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est.-Actual)	%Difference (Diff./Actual)
9	no	\$26,075	\$43,052	\$16,977	65.11%
9	no	\$28,900	\$49,812	\$20,912	72.36%
9	no	\$32,880	\$44,126	\$11,246	34.20%
9	no	\$39,456	\$59,171	\$19,715	49.97%
9	no	\$41,648	\$44,419	\$2,771	6.65%
9	no	\$41,720	\$43,540	\$1,820	4.36%
9	no	\$47,400	\$67,273	\$19,873	41.93%
9	no	\$49,320	\$57,426	\$8,106	16.44%
9	no	\$52,022	\$48,104	(\$3,918)	-7.53%
9	no	\$52,060	\$46,615	(\$5,445)	-10.46%
9	no	\$53,193	\$44,492	(\$8,701)	-16.36%
9	no	\$59,250	\$51,935	(\$7,315)	-12.35%
9	no	\$62,580	\$51,301	(\$11,279)	-18.02%
9	no	\$63,568	\$48,933	(\$14,635)	-23.02%
9	no	\$63,623	\$48,104	(\$15,519)	-24.39%
9	no	\$92,430	\$54,864	(\$37,566)	-40.64%
9	yes	\$26,304	\$42,478	\$16,174	61.49%
9	yes	\$29,625	\$42,418	\$12,793	43.18%
9	yes	\$44,278	\$47,933	\$3,655	8.25%
9	yes	\$81,354	\$51,691	(\$29,663)	-36.46%

SFD Transaction Sample Price Estimates by Age/Area Groupings

Cell 10: Shore Line, Built 1950-1969

Estimated in a group with cells 2 and 6:

Cells had common slopes, unique intercepts

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est.-Actual)	%Difference (Diff./Actual)
10	no	\$27,000	\$36,422	\$9,422	34.90%
10	no	\$28,900	\$33,559	\$4,659	16.12%
10	no	\$30,977	\$33,559	\$2,582	8.34%
10	no	\$31,290	\$40,920	\$9,630	30.78%
10	no	\$35,072	\$33,640	(\$1,432)	-4.08%
10	no	\$37,920	\$36,912	(\$1,008)	-2.66%
10	no	\$38,500	\$36,912	(\$1,588)	-4.12%
10	no	\$42,660	\$34,459	(\$8,201)	-19.22%
10	no	\$54,392	\$40,716	(\$13,676)	-25.14%
10	yes	\$40,000	\$39,611	(\$389)	-0.97%

SFD Transaction Sample Price Estimates by Age/Area Groupings
 Cell 11: Shore Line, Built 1970-1979
 Estimated in a group with cells 3 and 4

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est.-Actual)	%Difference (Diff./Actual)
11	no	\$44,607	\$45,443	\$836	1.87%
11	no	\$54,392	\$55,125	\$733	1.35%
11	yes	\$25,500	\$46,073	\$20,573	80.68%
11	yes	\$31,000	\$45,679	\$14,679	47.35%
11	yes	\$46,414	\$54,469	\$8,055	17.35%
11	yes	\$50,126	\$44,813	(\$5,313)	-10.60%

MH Transaction Sample Price Estimates
 MH's Located Out of Parks

MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est.-Actual)	%Difference (Diff./Actual)
no	\$18632	\$33764	\$15132	81.22%
no	\$20824	\$39884	\$19060	91.53%
no	\$31916	\$34666	\$2750	8.62%
no	\$47282	\$40826	(\$6456)	-13.65%
no	\$8888	\$27604	\$18716	210.58%
yes	\$13000	\$23877	\$10877	83.67%
yes	\$15541	\$23681	\$8140	52.38%
yes	\$17000	\$26663	\$9663	56.84%
yes	\$21903	\$22896	\$993	4.53%
yes	\$25000	\$26898	\$1898	7.59%
yes	\$25478	\$31331	\$5853	22.97%
yes	\$28440	\$30194	\$1754	6.17%
yes	\$29900	\$26898	(\$3002)	-10.04%
yes	\$31290	\$29958	(\$1332)	-4.26%
yes	\$32770	\$26898	(\$5872)	-17.92%
yes	\$34365	\$34352	(\$13)	-0.04%
yes	\$37000	\$26663	(\$10337)	-27.94%
yes	\$38360	\$29252	(\$9108)	-23.74%
yes	\$46032	\$30194	(\$15838)	-34.41%
yes	\$46215	\$31135	(\$15080)	-32.63%
yes	\$59132	\$31331	(\$27801)	-47.02%

MH Transaction Sample Price Estimates
 MH's Located in Parks

MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est.-Actual)	%Difference (Diff./Actual)
yes	\$11000	\$19620	\$8620	78.36%
yes	\$12056	\$19853	\$7797	64.67%
yes	\$14220	\$18454	\$4234	29.77%
yes	\$16590	\$22378	\$5788	34.89%
yes	\$17731	\$18221	\$490	2.76%
yes	\$17731	\$22378	\$4647	26.21%
yes	\$17731	\$21834	\$4103	23.14%
yes	\$17775	\$21018	\$3243	18.24%
yes	\$18000	\$21562	\$3562	19.79%
yes	\$18253	\$21834	\$3581	19.62%
yes	\$19296	\$19270	(\$26)	-0.13%
yes	\$19500	\$18202	(\$1298)	-6.66%
yes	\$20339	\$20474	\$135	0.66%
yes	\$21372	\$18454	(\$2918)	-13.65%
yes	\$22515	\$18221	(\$4294)	-19.07%
yes	\$28440	\$20066	(\$8374)	-29.44%
yes	\$32880	\$20086	(\$12794)	-38.91%
yes	\$39456	\$22960	(\$16496)	-41.81%

Analysis of Differences Between All Abutters and Non-Abutters

Calculations

Statistics on Differences of Logs:

	Abutters	Non-Abutters
N	30	86
Lower Fourth	-0.1117	-0.0597
Median	-0.0192	0.0017
Upper Fourth	0.0412	0.0654
Mean	-0.0238	-0.0130
Variance	0.0192	0.0138

Difference Between Medians in Log Scale = 0.0209

Converted to Price Ratio Scale = 1.05

Judged against the estimate, non-abutters sold for 5% more than abutters.

Test of Significance (t-test): $t = -0.4134$ The result is not significant ($P > 0.6$).

APPENDIX C

SFD AND MH PRICE ESTIMATES
BY CELL GROUPINGS

SFD Transaction Sample Price Estimates by Age Groups
 Group 1: Built 1744-1949 (cells 1,5,9)

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est-Act)	%Difference (Diff/Act)
5	no	\$15358	\$32046	\$16688	108.66%
1	yes	\$17775	\$27789	\$10014	56.34%
5	no	\$20860	\$34428	\$13568	65.04%
9	no	\$26075	\$43052	\$16977	65.11%
9	yes	\$26304	\$42478	\$9430	28.15%
1	no	\$27400	\$29300	\$1900	6.93%
9	no	\$28900	\$49812	\$20912	72.36%
9	yes	\$29625	\$42418	\$632	1.81%
5	yes	\$29625	\$39727	\$10102	34.10%
5	no	\$30099	\$34532	\$4433	14.73%
9	no	\$32880	\$44126	\$11246	34.20%
1	no	\$33500	\$42930	\$9430	28.15%
1	no	\$34941	\$35573	\$632	1.81%
5	no	\$35462	\$39597	\$4135	11.66%
1	no	\$37000	\$41157	\$4157	11.24%
1	no	\$37154	\$40368	\$3214	8.65%
5	no	\$38360	\$35419	(\$2941)	-7.67%
9	no	\$39456	\$59171	\$19715	49.97%
9	no	\$41648	\$44419	\$2771	6.65%
9	no	\$41720	\$43540	\$1820	4.36%
5	no	\$42196	\$37634	(\$4562)	-10.81%
5	no	\$42306	\$40280	(\$2026)	-4.79%
9	yes	\$44278	\$47933	\$4157	11.24%
9	no	\$47400	\$67273	\$19873	41.93%
1	no	\$49000	\$37216	(\$11784)	-24.05%
5	yes	\$49320	\$34274	(\$15046)	-30.51%
9	no	\$49320	\$57426	\$8106	16.44%
1	no	\$50000	\$49007	(\$993)	-1.99%
1	no	\$50363	\$47200	(\$3163)	-6.28%
9	no	\$52022	\$48104	(\$3918)	-7.53%
9	no	\$52060	\$46615	(\$5445)	-10.46%
1	yes	\$52140	\$61553	\$9413	18.05%
9	no	\$53193	\$44492	(\$8701)	-16.36%
1	yes	\$55000	\$60174	\$5174	9.41%
1	no	\$58000	\$45886	(\$12114)	-20.89%
5	no	\$59131	\$34779	(\$24352)	-41.18%
9	no	\$59250	\$51935	(\$7315)	-12.35%
1	yes	\$60000	\$51338	(\$8662)	-14.44%
9	no	\$62580	\$51301	(\$11279)	-18.02%

SFD Transaction Sample Price Estimates by Age Groups
 Group 1 : Built 1744-1949 (cells 1,5,9) (continued)

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est-Act)	%Difference (Diff/Act)
9	no	\$63568	\$48933	(\$14635)	-23.02%
9	no	\$63623	\$48104	(\$15519)	-24.39%
1	no	\$65760	\$48185	(\$17575)	-26.73%
1	yes	\$69048	\$53177	(\$15871)	-22.99%
1	no	\$74655	\$66019	(\$8636)	-11.57%
1	no	\$77025	\$90752	\$13727	17.82%
1	yes	\$80311	\$87796	\$7485	9.32%
9	yes	\$81354	\$51691	\$3214	8.65%
9	no	\$92430	\$54864	(\$37566)	-40.64%
1	no	\$100832	\$96006	(\$4826)	-4.79%

SFD Transaction Sample Price Estimates by Age Groups
 Group 2: Built 1950-1969 (cells 2,6,10)

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est-Act)	% Difference (Diff/Act)
2	yes	\$11850	\$24942	\$13092	110.48%
2	no	\$15344	\$23573	\$8229	53.63%
2	no	\$23000	\$23164	\$164	0.71%
2	no	\$23500	\$22182	(\$1318)	-5.61%
10	no	\$27000	\$36422	\$9422	34.90%
2	no	\$28059	\$31507	\$3448	12.29%
10	no	\$28900	\$33559	\$4659	16.12%
10	no	\$30977	\$33559	\$2582	8.34%
10	no	\$31290	\$40920	\$9630	30.78%
6	no	\$34365	\$37737	\$3372	9.81%
6	no	\$34940	\$38760	\$3820	10.93%
10	no	\$35072	\$33640	(\$1432)	-4.08%
6	yes	\$36168	\$39608	\$3440	9.51%
10	no	\$37920	\$36912	(\$1008)	-2.66%
10	no	\$38500	\$36912	(\$1588)	-4.12%
10	yes	\$40000	\$39611	(\$389)	-0.97%
6	no	\$41615	\$37155	(\$4460)	-10.72%
10	no	\$42660	\$34459	(\$8201)	-19.22%
6	no	\$43511	\$38627	(\$4884)	-11.22%
6	yes	\$43840	\$42553	(\$1287)	-2.94%
2	yes	\$48500	\$24882	(\$23618)	-48.70%
10	no	\$54392	\$40716	(\$13676)	-25.14%

SFD Transaction Sample Price Estimates by Age Groups
 Group 3: Built 1970-1983 (cells 3,4,11)

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est-Act)	% Difference (Diff/Act)
3	no	\$16330	\$38307	\$21977	134.58%
11	yes	\$25500	\$46073	\$20573	80.68%
3	no	\$30750	\$61815	\$31065	101.02%
11	yes	\$31000	\$45679	\$14679	47.35%
4	no	\$32770	\$66853	\$34083	104.01%
3	no	\$33000	\$43187	\$10187	30.87%
3	no	\$35432	\$39776	\$4344	12.26%
3	no	\$38360	\$49221	\$10861	28.31%
3	no	\$39105	\$41822	\$2717	6.95%
3	no	\$39456	\$49221	\$9765	24.75%
3	yes	\$39785	\$46703	\$6918	17.39%
3	yes	\$40004	\$51740	\$11736	29.34%
3	no	\$41475	\$44184	\$2709	6.53%
3	no	\$43845	\$45443	\$1598	3.64%
3	no	\$44328	\$49221	\$4893	11.04%
11	no	\$44607	\$45443	\$836	1.87%
3	no	\$45000	\$61500	\$16500	36.67%
11	yes	\$46414	\$54469	\$8055	17.35%
3	no	\$47676	\$58929	\$11253	23.60%
3	yes	\$48772	\$49221	\$449	0.92%
3	yes	\$49960	\$45443	(\$4517)	-9.04%
3	no	\$50064	\$51583	\$1519	3.03%
11	yes	\$50126	\$44813	(\$5313)	-10.60%
4	yes	\$51629	\$49746	(\$1883)	-3.65%
3	yes	\$52022	\$52370	\$348	0.67%
11	no	\$54392	\$55125	\$733	1.35%
3	yes	\$54800	\$51740	(\$3060)	-5.58%
3	no	\$58065	\$54259	(\$3806)	-6.55%
4	no	\$59000	\$51530	(\$7470)	-12.66%
4	no	\$59900	\$51530	(\$8370)	-13.97%
4	no	\$59900	\$51530	(\$8370)	-13.97%
4	no	\$59900	\$51530	(\$8370)	-13.97%
4	no	\$61433	\$51530	(\$9903)	-16.12%
4	no	\$62000	\$53209	(\$8791)	-14.18%
4	no	\$62000	\$53209	(\$8791)	-14.18%
4	no	\$64000	\$53209	(\$10791)	-16.86%
4	no	\$67000	\$53209	(\$13791)	-20.58%
4	no	\$67404	\$51215	(\$16189)	-24.02%

SFD Transaction Sample Price Estimates by Age Groups
 Group 3: Built 1970-1983 (cells 3,4,11) (continued)

Cell	MH Abutter	Sales Price (1983\$'s)	Estimated Price	Difference (Est-Act)	% Difference (Diff/Act)
4	.no	\$69500	\$53209	(\$16291)	-23.44%
4	no	\$70000	\$68952	(\$1048)	-1.50%
4	no	\$72000	\$53209	(\$18791)	-26.10%
3	no	\$72000	\$61369	(\$10631)	-14.77%
3	yes	\$74000	\$73229	(\$771)	-1.04%
4	no	\$79000	\$54049	(\$24951)	-31.58%
4	yes	\$89324	\$53419	(\$35905)	-40.20%

Table 6.1

Analysis of Differences Between All Abutters and Non-Abutters
All Abutters

Cell	Sales Price (1983\$'s)	log of Sales Price	Estimated Price	log of Est. Price	Difference of Logs $\log(\text{Sales}) - \log(\text{Est})$ $= \log(\text{Sales}/\text{Est})$
2	\$48500	4.6857	\$24882	4.3959	0.2899
4	\$89324	4.9510	\$53419	4.7277	0.2233
9	\$81354	4.9104	\$51691	4.7134	0.1970
5	\$49320	4.6930	\$34274	4.5350	0.1581
1	\$69048	4.8392	\$53177	4.7257	0.1134
1	\$60000	4.7782	\$51338	4.7104	0.0677
11	\$50126	4.7001	\$44813	4.6514	0.0487
3	\$49960	4.6986	\$45443	4.6575	0.0412
3	\$54800	4.7388	\$51740	4.7138	0.0250
4	\$51629	4.7129	\$49746	4.6968	0.0161
6	\$43840	4.6419	\$42553	4.6289	0.0129
3	\$74000	4.8692	\$73229	4.8647	0.0045
10	\$40000	4.6021	\$39611	4.5978	0.0042
3	\$52022	4.7162	\$52370	4.7191	-0.0029
3	\$48772	4.6882	\$49221	4.6922	-0.0040
9	\$44278	4.6462	\$47933	4.6806	-0.0344
1	\$80311	4.9048	\$87796	4.9435	-0.0387
1	\$55000	4.7404	\$60174	4.7794	-0.0390
6	\$36168	4.5583	\$39608	4.5978	-0.0395
11	\$46414	4.6666	\$54469	4.7361	-0.0695
3	\$39785	4.5997	\$46703	4.6693	-0.0696
1	\$52140	4.7172	\$61553	4.7892	-0.0721
3	\$40004	4.6021	\$51740	4.7138	-0.1117
5	\$29625	4.4717	\$39727	4.5991	-0.1274
9	\$29625	4.4717	\$42418	4.6276	-0.1559
11	\$31000	4.4914	\$45679	4.6597	-0.1684
1	\$17775	4.2498	\$27789	4.4439	-0.1941
9	\$26304	4.4200	\$42478	4.6282	-0.2081
11	\$25500	4.4065	\$46073	4.6634	-0.2569
2	\$11850	4.0737	\$24942	4.3969	-0.3232

Table 6.2

Analysis of Differences Between All Abutters and Non-Abutters
All Non-Abutters

Cell	Sales Price (1983\$'s)	log of Sales Price	Estimated Price	log of Est. Price	Difference of Logs $\log(\text{Sales})-\log(\text{Est})$ $=\log(\text{Sales}/\text{Est})$
5	\$59131	4.7718	\$34779	4.5413	0.2305
9	\$92430	4.9658	\$54864	4.7393	0.2265
4	\$79000	4.8976	\$54049	4.7328	0.1648
1	\$65760	4.8180	\$48185	4.6829	0.1350
4	\$72000	4.8573	\$53209	4.7260	0.1313
10	\$54392	4.7355	\$40716	4.6098	0.1258
9	\$63623	4.8036	\$48104	4.6822	0.1214
1	\$49000	4.6902	\$37216	4.5707	0.1195
4	\$67404	4.8287	\$51215	4.7094	0.1193
4	\$69500	4.8420	\$53209	4.7260	0.1160
9	\$63568	4.8032	\$48933	4.6896	0.1136
1	\$58000	4.7634	\$45886	4.6617	0.1017
4	\$67000	4.8261	\$53209	4.7260	0.1001
10	\$42660	4.6300	\$34459	4.5373	0.0927
9	\$62580	4.7964	\$51301	4.7101	0.0863
4	\$64000	4.8062	\$53209	4.7260	0.0802
9	\$53193	4.7259	\$44492	4.6483	0.0776
4	\$61433	4.7884	\$51530	4.7121	0.0763
3	\$72000	4.8573	\$61369	4.7879	0.0694
4	\$62000	4.7924	\$53209	4.7260	0.0664
4	\$62000	4.7924	\$53209	4.7260	0.0664
4	\$59900	4.7774	\$51530	4.7121	0.0654
4	\$59900	4.7774	\$51530	4.7121	0.0654
4	\$59900	4.7774	\$51530	4.7121	0.0654
4	\$59000	4.7709	\$51530	4.7121	0.0588
9	\$59250	4.7727	\$51935	4.7155	0.0572
1	\$74655	4.8731	\$66019	4.8197	0.0534
6	\$43511	4.6386	\$38627	4.5869	0.0517
5	\$42196	4.6253	\$37634	4.5756	0.0497
6	\$41615	4.6192	\$37155	4.5700	0.0492
9	\$52060	4.7165	\$46615	4.6685	0.0480
5	\$38360	4.5839	\$35419	4.5492	0.0346
9	\$52022	4.7162	\$48104	4.6822	0.0340
3	\$58065	4.7639	\$54259	4.7345	0.0294
1	\$50363	4.7021	\$47200	4.6739	0.0282
2	\$23500	4.3711	\$22182	4.3460	0.0251
5	\$42306	4.6264	\$40280	4.6051	0.0213
1	\$100832	5.0036	\$96006	4.9823	0.0213
10	\$38500	4.5855	\$36912	4.5672	0.0183
10	\$35072	4.5450	\$33640	4.5269	0.0181

Analysis of Differences Between All Abutters and Non-Abutters
 All Non-Abutters (continued)

Cell	Sales Price (1983\$'s)	log of Sales Price	Estimated Price	log of Est. Price	Difference of Logs $\log(\text{Sales}) - \log(\text{Est})$ $= \log(\text{Sales}/\text{Est})$
10	\$37920	4.5789	\$36912	4.5672	0.0117
1	\$50000	4.6990	\$49007	4.6903	0.0087
4	\$70000	4.8451	\$68952	4.8385	0.0066
2	\$23000	4.3617	\$23164	4.3648	-0.0031
11	\$54392	4.7355	\$55125	4.7413	-0.0058
1	\$34941	4.5433	\$35573	4.5511	-0.0078
11	\$44607	4.6494	\$45443	4.6575	-0.0081
3	\$50064	4.6995	\$51583	4.7125	-0.0130
3	\$43845	4.6419	\$45443	4.6575	-0.0155
9	\$41720	4.6203	\$43540	4.6389	-0.0185
3	\$41475	4.6178	\$44184	4.6453	-0.0275
9	\$41648	4.6196	\$44419	4.6476	-0.0280
1	\$27400	4.4378	\$29300	4.4669	-0.0291
3	\$39105	4.5922	\$41822	4.6214	-0.0292
10	\$30977	4.4910	\$33559	4.5258	-0.0348
1	\$37154	4.5700	\$40368	4.6060	-0.0360
6	\$34365	4.5361	\$37737	4.5768	-0.0407
6	\$34940	4.5433	\$38760	4.5884	-0.0451
3	\$44328	4.6467	\$49221	4.6922	-0.0455
1	\$37000	4.5682	\$41157	4.6144	-0.0462
5	\$35462	4.5498	\$39597	4.5977	-0.0479
3	\$35432	4.5494	\$39776	4.5996	-0.0502
2	\$28059	4.4481	\$31507	4.4984	-0.0503
5	\$30099	4.4786	\$34532	4.5382	-0.0597
10	\$28900	4.4609	\$33559	4.5258	-0.0649
9	\$49320	4.6930	\$57426	4.7591	-0.0661
1	\$77025	4.8866	\$90752	4.9579	-0.0712
3	\$47676	4.6783	\$58929	4.7703	-0.0920
3	\$39456	4.5961	\$49221	4.6922	-0.0960
1	\$33500	4.5250	\$42930	4.6328	-0.1077
3	\$38360	4.5839	\$49221	4.6922	-0.1083
10	\$31290	4.4954	\$40920	4.6119	-0.1165
3	\$33000	4.5185	\$43187	4.6354	-0.1168
9	\$32880	4.5169	\$44126	4.6447	-0.1278
10	\$27000	4.4314	\$36422	4.5614	-0.1300
3	\$45000	4.6532	\$61500	4.7889	-0.1357
9	\$47400	4.6758	\$67273	4.8278	-0.1521
9	\$39456	4.5961	\$59171	4.7721	-0.1760
2	\$15344	4.1859	\$23573	4.3724	-0.1865
5	\$20860	4.3193	\$34428	4.5369	-0.2176
9	\$26075	4.4162	\$43052	4.6340	-0.2178
9	\$28900	4.4609	\$49812	4.6973	-0.2364
3	\$30750	4.4878	\$61815	4.7911	-0.3032
4	\$32770	4.5155	\$66853	4.8251	-0.3096
5	\$15358	4.1863	\$32046	4.5058	-0.3194
3	\$16330	4.2130	\$38307	4.5833	-0.3703

Summary of Results

Statistics on Sales Price (1983 Dollars):

(Age Groups)	Group 1 (1744-1949)	Group 2 (1950-1969)	Group 3 (1970-1983)	All (1744-1983)
High	\$100,832	\$54,239	\$89,324	\$100,832
Upper Fourth	\$59,250	\$41,615	\$62,000	\$59,250
Median	\$49,000	\$35,006	\$50,126	\$46,414
Lower Fourth	\$34,941	\$28,059	\$40,004	\$35,072
Low	\$15,358	\$11,850	\$16,330	\$11,850

Table 6 contains a graphical display of this data.

PORTLAND

Council Meeting 4/5/90 Public Hearing Ag 4

Exhibit #1
MANUFACTURED HOUSING

Zoning Code Rewrite

Recommended Draft, April 1990

CHAPTER 33.251 MANUFACTURED HOMES AND MOBILE HOME PARKS

Sections:

- 33.251.010 Purpose
- 33.251.020 Manufactured Homes on Individual Lots
- 33.251.030 Mobile Home Park Regulations

33.251.010 Purpose

This chapter provides standards which will allow the placement of manufactured homes, mobile homes and mobile home parks in residential areas without changing the character of existing neighborhoods. These regulations promote additional housing options and provide locational opportunities for mobile homes.

33.251.020 Manufactured Homes on Individual Lots

- A. **Purpose.** The purpose of this section is to allow affordable housing opportunities in structures whose appearance is similar to housing built to the Oregon Structural Speciality Code (the Uniform Building Code as amended by the State.)
- B. **Zones and types of manufactured homes allowed.** Manufactured homes are allowed on individual lots in all zones where houses are an allowed use, except in designated historical design districts where they are prohibited. Residential trailers are prohibited on individual lots.
- C. **Development standards.** Manufactured homes must meet the development standards of the base zone.
- D. **Other regulations.** Manufactured homes must meet the following standards:
 - 1. **Floor area.** The manufactured home must be at least 1,000 square feet in floor area.
 - 2. **Roof.** The manufactured home must have a pitched roof with a pitch of at least 3/12. The roof must be covered with shingles, shakes, or tile. Eaves from the roof must extend at least 1 foot from the intersection of the roof and the exterior walls.
 - 3. **Foundation.** The manufactured home must be set on a continuous, permanent foundation. The home should sit no more than 12 inches above grade.
 - 4. **Exterior siding.** The exterior siding of the manufactured home must have the same appearance as materials commonly used on residential dwellings. Metal siding must be painted or anodized.
 - 5. **Hauling mechanisms.** The transportation mechanisms including the wheels, axles and hitch must be removed.

Council Meeting 11/5/90 Public Hearing Ag II-4

Exhibit #2
MANUFACTURED
HOUSING



OREGON MANUFACTURED HOUSING ASSOCIATION

2255 State Street • Salem, OR 97301
(503) 364-2470

COMPARISON OF CRITERIA FOR FEDERAL MANUFACTURED HOME CONSTRUCTION AND SAFETY STANDARDS WITH THE OREGON AMENDED ONE AND TWO FAMILY DWELLING SPECIALTY CODE (Revised March 10, 1987)

Highlighted provisions indicate which code has the stricter fire/safety standards.

DESIGN ELEMENT	HUD MANUFACTURED HOUSING STANDARDS	OREGON'S ONE & TWO FAMILY DWELLING CODE
FIRE SAFETY		
Exit doors	Two @ 28 in width	One @ 36 in width
Specific exit door location relationship to bedrooms	Yes	None
Bedroom egress	22 in (min)	24 in (min) high
Window opening size	clear opening	clear opening
		20 in (min) width
		clear opening
Required window area	5 sq ft (min)	5 sq ft (min) opening area first floor and 5.7 sq ft on second floor
Hallways	28 in wide	36 in wide
Window sill height in bedroom	36 in (max)	44 in (max)
Smoke detectors	Yes	Yes
Flame spread in living area:		
Walls	200 flame spread rating	200 flame spread rating
Ceilings	75 flame spread rating	200 flame spread rating
Furnace, water heater and cooking area	Special protection with gypsum 25 flame spread	Clearance area required above cooking areas and protected less than 30 inches
Flame spread of plastic bathtubs, shower units and tub or shower doors	200 flame spread rating	Exempted
ELECTRICAL		
Required listed materials and devices	Yes	Yes
Aluminum wire in branch circuits	Not permitted	Permitted
Receptacle location	Comparable	Comparable
Load calculations	Comparable	Comparable
Separate neutral and ground circuits on branch circuit wiring and panel board(s) for range and dryer	Yes	No
Dielectric disconnecting means required at panel board	Yes	No
Single disconnecting means required at sub-panel board	Yes	No
Tests required on all parts	Yes	No
PLUMBING		
Water supply piping	Plastic allowed	Plastic allowed
Drain-waste-vent piping	Plastic allowed	Plastic allowed
Venting of plumbing fixtures	Wet venting and anti-syphon (mechanical vents) permitted in addition to required direct venting	Required for each fixture
Material	National accepted standards	National accepted standards and Building Official approvals
Test and inspections	Water systems, drainage and fixtures are tested	Water systems, drainage vent systems and fixtures are tested

DESIGN ELEMENT

**HUD
MANUFACTURED HOUSING
STANDARDS**

**OREGON'S
ONE & TWO FAMILY
DWELLING CODE**

STRUCTURAL DESIGN

Moisture in framing lumber	Dry lumber required 19% maximum moisture	Green lumber permitted normally 25%-36% moisture
Roof live load	20 PSF (min) Depends on design zone	25 PSF (min) Depends on county and elevation
Wind load (horizontal)	15 PSF (min) Depends on design zone	20 PSF (min) When less than 49 feet high. Depends on county and elevation
Wind load (vertical)	9 PSF (min) Depends on design zone	Determined by conventional framing practices
Floor live load	40 PSF (min)	40 PSF (min) Dwelling area. 30 PSF (min) Sleeping area
Horizontal load on interior walls	5 PSF (min)	Unspecified

LOAD DEFLECTION

Floors	1/240 Span (max)	1/360 Span (max)
Roof and ceiling	1/180 Span (max)	1/240 Span (max) supporting drywall
Walls	1/180 Span (max)	1/120 Span (max)

PLANS AND SPECIFICATIONS

Engineered	Layman-if using conventional framing methods
------------	---

ARCHITECTURAL DESIGN - BUILDING PLANNING

Minimum room sizes:

One room	150 square feet	150 square feet
Double bedroom	70 square feet	70 square feet
Single bedroom	50 square feet	70 square feet
Room width	5 feet (min)	7 feet (min)
Room height	7 ft 0 in (min) (exceptions)	7 ft 6 in (min)
Hallway height	6 ft 6 in (min)	7 ft 0 in (min)
Closet depth	22 in (min)	Not specified

LIGHT AND VENTILATION

Glazed area	8% (min) gross floor area of room	10% (min) gross floor area of room
Unobstructed area	4% (min) floor area of room	5% (min) gross floor area of room
Mechanical	Habitable = 2 air changes per hour	Habitable = 2 air changes per hour
Ventilation	Bath = 5 air changes per hour	Bath = 5 air changes per hour
Ventilation to improve air quality above minimum standard	Required	Not specified
Formaldehyde emission control	Required	Not specified

ATTIC VENTILATION

Fraction of floor area	None specified	1/150 (min)
Ceiling cavity	None specified	1/300 (min)
INTERIOR WALL COVER	None specified	1/2 in Drywall (min)

Thickness of material		
Minimum loading	5 lbs per sq ft	5 lbs per sq ft

THERMAL ENERGY CONSERVATION

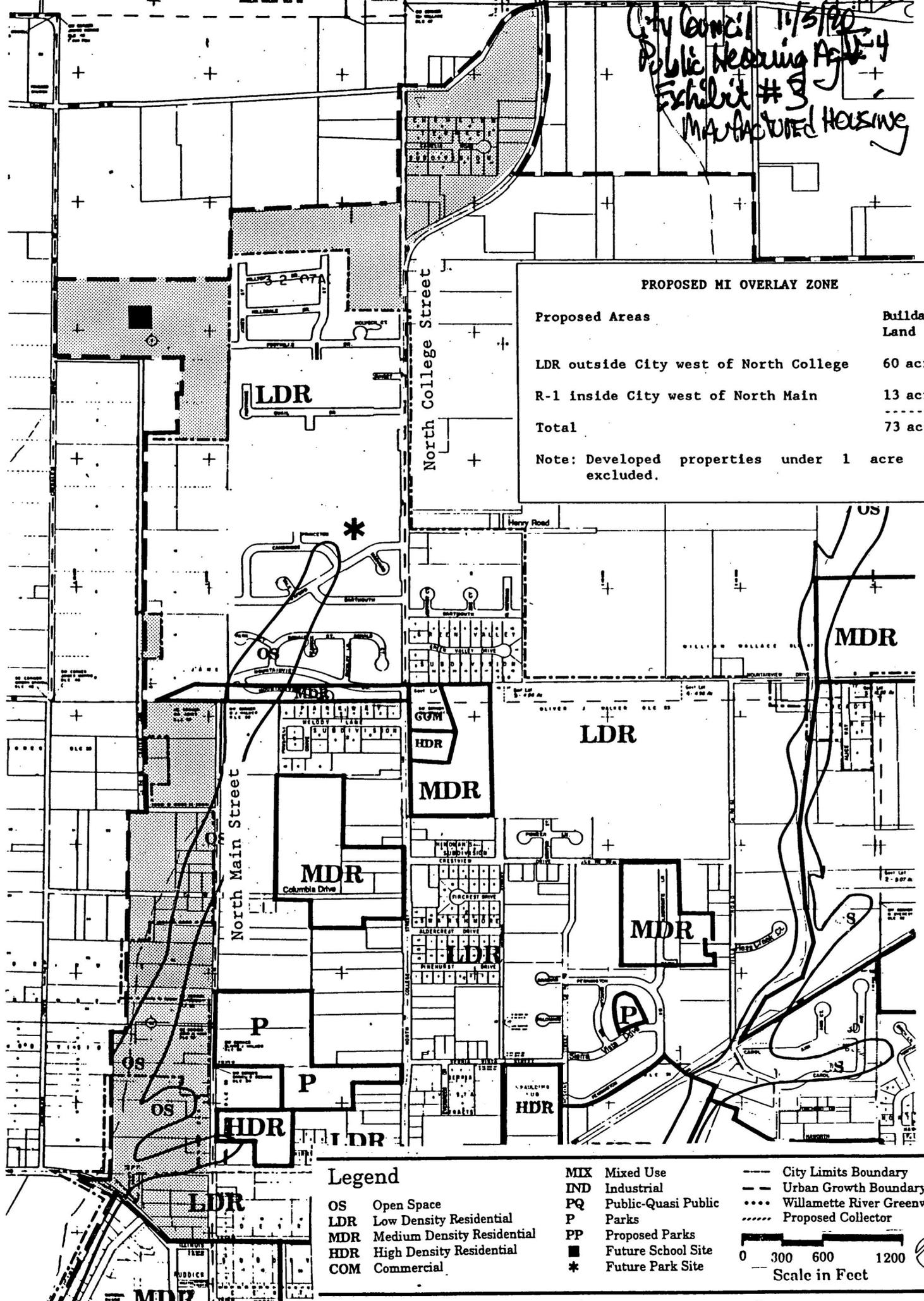
Moisture Control (Vapor Barrier)		
Walls	Yes (continuous)	Yes (non-continuous)
Ceiling	Yes	Yes (only with cathedral ceilings)
Floor	No	Yes
Air infiltration control	Specified	Specified
Double glazing or storm windows	Specified	Specified
Design basis for heating (winter)	70F (max)	68F (max)
Thermal insulations	Performance standard	Specification and performance standard
Foam plastic insulation restrictions	Yes	Yes

City Council 11/5/90
 Public Hearing Agenda #4
 Exhibit # 3
 MANUFACTURED HOUSING

PROPOSED MI OVERLAY ZONE

Proposed Areas	Buildable Land
LDR outside City west of North College	60 acres
R-1 inside City west of North Main	13 acres
Total	73 acres

Note: Developed properties under 1 acre are excluded.



Legend

- OS Open Space
- LDR Low Density Residential
- MDR Medium Density Residential
- HDR High Density Residential
- COM Commercial

- MIX Mixed Use
- IND Industrial
- PQ Public-Quasi Public
- P Parks
- PP Proposed Parks
- Future School Site
- * Future Park Site

- City Limits Boundary
 - - - Urban Growth Boundary
 - Willamette River Greenway
 - Proposed Collector
- 0 300 600 1200
 Scale in Feet

CORVALLIS

STANDARDS FOR MANUFACTURED HOMES ON IN-FILL LOTS

- 1. The following standards will be applied to all single family dwellings (site-built, modular and manufactured homes) to be constructed or located in R1 & R2 districts:

- * All single family units shall utilize at least two of the following design features to provide visual relief along the front of the home:

- a. dormers;
- b. gables;
- c. recessed entries;
- d. covered porch entries;
- e. cupolas;
- f. pillars or posts;
- g. bay or bow windows;
- h. eaves (minimum 6" projection);
- i. off-sets on building face or roof (minimum 16")

- 2. All manufactured homes on individual lots in the R1 & R2 districts shall:

- a. be multi-sectional (double wide or wider) and enclose a floor area of not less than 1,000 square feet;
- b. be placed on an excavated and back-filled foundation, inclosed at the perimeter with no more than 12 inches of the inclosing material exposed above grade. Where the building site has a sloped grade, no more than 12 inches of the inclosing material shall be exposed on the uphill side of the home.

If the manufactured home is placed on a basement, the twelve inch limitation will not apply.

- c. have a roof with a nominal pitch of 3 feet in height for each 12 feet in width;
- d. have a garage or carport with exterior materials matching the residential unit;
- e. be certified by the manufacturer to have exterior thermal envelopes meeting the performance standards specified in by state law for single-family dwellings constructed under the state building code;
- f. not have bare metal siding or roofing; and
- g. not be sited adjacent to any structure listed on the Register of Historic Landmarks and Districts.

CORVALLIS

Council Meeting Nov 5 1990
Exhibit # 5
Public Hearing Ag II-4
MANUFACTURED HOUSING

STANDARDS FOR MANUFACTURED HOMES ON IN-FILL LOTS

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- f. not have bare metal siding or roofing; and
- g. not be sited adjacent to any structure listed on the Register of Historic Landmarks and Districts.

November 1, 1990

Newberg City Council
Newberg, OR 97132

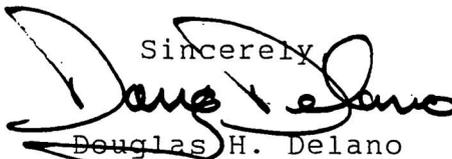
Dear Council Members:

My wife and I own a piece of property located at 729 N. Main, Newberg, OR. There is a 4 acre parcel connecting to our property to the north. On the property is a large open draw or drainageway for water running into Chehalem Creek. The drainageway has a large stand of Douglas Fir trees and it is our understanding that the sloped area was designated forest area or green way. After checking with the City Planner, I was informed that it is a designated open space area. One of my greatest concerns of the removal of the trees is the soil erosion, not to mention the aesthetic values that the trees add to the non-buildable area.

It is my understanding that the Council is reviewing the comprehensive plans. Might it be possible to endorse some restrictions of extensive tree cutting in the areas within the city that are designated as open space areas in order to limit the possibilities of erosion, enhance water shed protection and prevent the loss of trees that enhance those non-buildable areas providing green belts along drainageways ?

We appreciate your time and consideration of the property we have mentioned.

Sincerely



Douglas H. Delano

October 15:

Roger Pyles regarding a personnel action.

Flu -- 4 hours.

October 16:

Chamber Board. I will take an ex-officio board position in January. There are many applicants for Chamber Board positions.

Curt Walker and Jerry Green regarding a development complaint.

Community Relations meeting.

City Council workshop and City Council meeting.

October 17:

Met with the Shop crew to discuss some of the issues and goals. They need more information about the whole city operation.

United Way presentation at Fire Hall.

Regular staff meeting. I left this meeting early and asked Chief Bishop to be in charge. It was an excellent meeting with much getting accomplished. I am not sure who was in charge, however.

Lunch with City Manager of Wilsonville, Pete Wall, Terrence Mahr and myself will meet to discuss a bill owed to the City of Newberg by the City of Wilsonville. This issue was resolved.

October 18:

Legislative Committee meeting.

Ed Stevens and Wes Smith regarding the School District/City of Dundee/City of Newberg/CPRD joint meeting. Mr. Stevens has decided to facilitate this meeting. I think this will be a fun evening with an opportunity to get to know your fellow elected officials.

Forum 90 at Kershner Hall. Good presentations by everyone.

October 19:

Littlefield House Chamber Greeters meeting.

Economic Development Committee meeting. This Chamber committee is discussing the possibility of putting the Crestview issue back on the ballot or taking other action to see that the road alignment is on Crestview.

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October 22:

Bert Teitzel regarding the composter.

Doreen Turpen regarding her absence from the city while she visits her daughter.

Chief Christensen regarding a personnel issue.

October 23:

Seminar at Stoel, Rives. This is an employment law seminar that Terry found, and for \$25.00 you can attend a full morning of employment law presentations on various topics. Becky Manning and Terry Mahr attended the seminar and returned with a lot of valuable information.

Chief Christensen regarding a personnel issue.

October 24:

Staff meeting.

Brown Bag Lunch on stress at the Library for the employees. This was well attended.

Wellness committee meeting. Review of the corporate report. This will be the focus of the employee newsletter.

Mike Unger regarding the city survey.

October 25:

Leonard Rydell regarding the water system and meter reading. This was a good meeting. I am not recommending that we change the city billing, but it is a topic that the staff will continue to review.

Chamber regarding Measure 5 and other city/chamber issues.

October 26:

Civic complaint process meeting with Denny Egner, Mike Hailey, police department and Terry Mahr. The City receives numerous complaints during the year from property owners regarding neighbors, etc. The City, in the past, has always stepped in and provided a helping hand to those neighbors. It may be beneficial to try an education process with people so that they can bring their complaints against their neighbors directly to the court. Staff is discussing this initially to see if there are enough situations that would warrant us attempting this type of approach.

Elmer Christensen regarding a personnel issue.

Four hours Admin. Leave.

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October 29:

Chief Bishop regarding city issues.

Wes Smith, Don Clements, Niel Cohen Dundee Mayor and Molly Strand regarding the joint meeting. We are setting up the agenda and working on the details for the meeting January 10, 1991.

October 30:

Finance Committee: See Minutes Attached.

Karen Sykes regarding a deferred compensation program.

Don Stram regarding the City Newsletter.

Stan Johnson regarding a personnel action.

EAS Hearing in Beaverton regarding UM 261. This is the docket concerning the Portland area EAS. Newberg should be participating in this docket, but we cannot because we are not a part of the metro region. Newberg's position is that we should be in the metro region in order to have EAS in the area.

MEETINGS PLANNED:

October 31:

Regular Staff Meeting.

Speech at Rotary regarding Ballot Measure 5.

Wellness Committee and official farewell to Ms. Cooper.

November 1:

Economic Development Commission meeting regarding the Crestview issue.

City/County Dinner at Dundee, 6:00 pm.

November 2:

Dennis Egner and Denny Brown regarding an award for attending the stress workshop. There was a drawing and the winner gets to go to lunch with the City Manager. First one picked was Dennis Egner and so we chose a second. Two Denny's at one lunch!!!

November 5:

City Council Workshop and Council Meeting.

November 6:

Chamberboard

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Special Rotary Club Meeting

City/Hospital Meeting at 6:00 pm at the Hospital.

November 7:

Regular Staff Meeting

Wellness committee meeting.

November 8:

David Bishop regarding Police and City business

Spike Sumner and Mark Meinert regarding Hospital/City finances

Community Development Committee

November 10 -- 12:

League of Oregon Cities.

November 11:

Annual Staff, Mayor and Council Dinner. Valenti's 7:00 p.m.

November 14:

Regular Staff Meeting

November 15:

Legislative Committee

November 16 & 17:

Turkey Carnival, 6:00 p.m. Fire Hall; Games at 7:00 p.m.

November 19:

Budget Committee

November 20:

Chamberboard

Community Relations

City Council Workshop and Council Meeting

November 21:

Staff Meeting

November 22 and 23: Thanksgiving Holidays

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November 27:

Finance Committee

November 28:

Regular Staff Meeting

OTHER INFORMATION:

1. Attached to this report are minutes from the Hospital Commission, Finance Committee, Community Relations Committee and Financial information from the Hospital and City.

2. Note that the Cities, CPRD, Schools Councils and Boards meeting is moving along. The importance of this meeting is to find ways to cooperate to improve efficiency in order to save money. Side benefits include improving our image, possibly developing a broad community vision, and developing a support group for local elected officials.



Duane R. Cole
City Manager

DRC/bjm

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NEWBERG COMMUNITY HOSPITAL

BOARD OF COMMISSIONERS, 10-23-90, 7:00 PM
CONFERENCE ROOMS "A & B"

A G E N D A

1. Call to Order Dr. Holman
2. Approve minutes of 9/25/90 (attached)
3. Presentation: FOUNDATION Warren Good
4. Presentation: ANNUAL AUDIT (attached) Jon Pitcher
5. **ACTION ITEMS:**
 - A. Substance Abuse Policy #303.30
 - B. Facility & Site Development Policy #502
6. Committee Reports:
 - A. Executive (no meeting)
 - B. Joint Conference 10/23/90 Dr. Holman
(minutes will be distributed)
 - C. Finance Committee 10/22/90 Phil Edin
(minutes will be distributed)
(Financial Statements - attached)
 - D. Personnel 10/10/90 (minutes attached) Hal Grobey
 - E. Long Range Planning 9/27/90 (attached) Hal Grobey
10/18/90 (attached)
7. Old Business
8. New Business
9. Administrator's Report Mark Meinert
 - A. Annual Report (attached)
 - B. Christmas Party Announcement
 - C. City Council/Board Dinner
10. Recognition of Guests Dr. Holman
11. Executive Session ORS 192.660 (1) (c) Dr. Holman
 - A. Medical Staff Report: Dr. Lyles
Re-Appointments:
John Wallin, M. D., Pathology, Active Staff
Jonathan Jahnke, M. D., Ophthalmology, Active
Maya Manka, M. D., Pediatrics, Active
C. Edward Skeeters, M.D., Urology, Active
G. Craig Kiser, M.D., Urology, Active
Harold Hoover, M.D., Surgery, Courtesy
Advancement:
Robert Galasso, M.D., ER, Active
Resignations:
Stuart Trenholme, M.D., Cardiolgy, Courtesy
David Peto, M.D., Family Practice, Active
 - B. Quality Assurance Report Dr. Holman
12. Adjourn Dr. Holman

NEWBERG COMMUNITY HOSPITAL

MINUTES: BOARD OF COMMISSIONERS, 9/25/90, 7:00 P. M.

PRESENT: Dr. Holman, Dr. Isaacson, Hal Grobey, Ed Stevens, Phil Edin, Fonda Schmidt, Tobi Young.

ABSENT: Jack Nulsen, Rolland Carlson

EX-OFFICIO: Mark Meinert, Dr. Lyles, Elvern Hall

GUESTS: Terry Mahr, Spike Sumner, Justine Pfeiffer, Linda Fortmann

The Board meeting was called to order at 7:00 PM and was immediately called into Executive Session in accordance with ORS 192.660 (1) (c). The Board reconvened into open session at 9:00 PM to address the agenda. No action was taken on the minutes of 8/28/90.

The Foundation presentation to be given by Warren Good was postponed until the October Board meeting.

ACTION ITEMS:

(A) Policy #304.1 pertaining to a Merit Pay System for Department Managers was presented by Linda Fortmann with input from Hal Grobey. After brief discussion, Hal Grobey moved and Phil Edin seconded a motion to approve Policy #304.1. The motion passed unanimously. Administration was charged to closely monitor the program as it is put into place.

(B) Policy #202.0 pertaining to Credit and Collection practices at the Hospital was presented for approval by Spike Sumner. The policy as presented is an update version of the existing Credit/Collection Policy and is more in tune with the current business practices in handling accounts receivable. Phil Edin moved for approval of Policy 202.0. Julie Isaacson seconded the motion and it passed unanimously.

(C) Policy #402 pertaining to Complaints and Unusual Occurrence Reporting was presented for approval by Mark Meinert. The policy was briefly discussed after which Phil Edin moved for approval, Julie Isaacson seconded, and the motion passed unanimously.

(D) Medical Staff Bylaws have been updated and designed after OMA and OAH models and were presented for approval by Dr. Lyles. Ed Stevens moved for approval of the Medical Staff Bylaws, Hal Grobey seconded the motion and it passed unanimously.

(E) An updated policy mandated by Medicare pertaining to withdrawal of life support was presented for approval by Dr. Lyles. She noted this policy would be much easier for the

Medical Staff to follow when writing orders. Hal Grobey moved for approval of the Withdrawal of Life Support Policy, Fonda Schmidt seconded the motion and it passed unanimously.

(F) The Resuscitation Policy was presented for approval by Dr. Lyles. The policy has been modified to conform with Oregon Statutes. Dr. Lyles noted staff will be inserviced as the policy changes the way things are done around here. Also noted was that all such cases are reviewed by the Medical Review Committee to assure compliance with the policy. Hal Grobey moved for approval of the Resuscitation Policy, Tobi Young seconded the motion and it passed unanimously.

COMMITTEE REPORTS:

All committee minutes were attached for Board review with brief discussion. Tobi Young noted the Executive Committee minutes were in error regarding the motion to approve CRNA compensation and that Ed Stevens had made the motion and she had seconded. The minutes of the Joint Conference Committee were discussed pertaining to the level of services this hospital wants to provide to the community now and in the future. The topic will be referred to the Long Range Planning Committee. Dr. Holman indicated he would write a letter to the Chairman of the Long Range Planning Committee addressing this issue.

OLD BUSINESS:

Mark noted the Board/City Council dinner has been scheduled on October 17, 1990.

NEW BUSINESS:

There was no new business.

ADMINISTRATOR'S REPORT:

Mark reported he has received a letter from Blue Cross stating they would be re-negotiating their PPO contract with McMinnville Hospital and if those negotiations fall through, they would then consider Newberg Community Hospital.

Newberg Community Hospital has entered a Business Education partnership with Springbrook Middle School which will be a sharing of resources, expertise, gymnasium, conference rooms, etc.

RECOGNITION OF GUESTS:

Guests were recognized at this time and the meeting was called into Executive Session under ORS 192.660 (1) (c) for a report from the Medical Staff and QA reporting.

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Upon return to open session, the following actions were taken:

Hal Grobey moved and Fonda Schmidt seconded a motion to support the Medical Staff's recommendation pertaining to the initial appointments of Mary Foster, M. D., and Susan Blough, M. D. The motion was unanimously supported.

Hal Grobey moved and Tobi Young seconded a motion to accept the Medical Staff's recommendation pertaining to the reappointments of Lopa Kedar, M. D., David Abbott, M. D., Yvonne Lyles, M. D., John Puskas, M. D., and Michael Kimbrell, M. D. The motion passed unanimously.

Tobi Young moved and Fonda Schmidt seconded a motion to accept the resignation of Jack Blumberg, M. D. The motion passed unanimously.

Hal Grobey moved and Dr. Isaacson seconded a motion to accept the Quality Assurance Report as presented in executive session. The motion passed unanimously.

Tobi Young moved and Phil Edin seconded a motion to increase the Speech Therapy compensation package to \$42.00 per hour. The motion passed unanimously.

Hal Grobey moved and Dr. Isaacson seconded a motion to increase the CRNA compensation package to \$30.00 per hour which equates to \$62,400 annually as a base salary. In addition, the motion included action on \$100 reimbursement per call back for CRNA when a surgery or epidural has been conducted in the preceding 24/hour period. The motion passed unanimously.

ADJOURN:

The Board meeting adjourned at approximately 11:00 P. M.

Respectfully submitted,



Justine Pfeiffer
Executive Secretary

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NEWBERG COMMUNITY HOSPITAL

FINANCIAL SUMMARY - SEPTEMBER 1990

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UTILIZATION:

Hospital inpatient utilization actually improved slightly to 26.9% of occupancy or 71% of budget. I've also developed a percent of occupancy for total patients which includes inpatients, daycare patients and observation care patients. That percent of occupancy was 35.5% or 75% of budget. During September, we had 11.8 average inpatients per day and when you add observation and daycare patient days to that we actually had 15.6 average patients per day. With the exception of emergency visits, outpatient activity declined during September. The most pronounced decrease was in the surgery area where outpatient surgical minutes were 37% of total surgical minutes for the month, which was just 77% of budget. Hospital admissions, at 82 were just 63% of budget, however the average length of stay increased to 4.33 days at the same time.

REVENUE:

Gross revenue of \$926,101 was 85% of budget. The revenues for the month reflect the decline in outpatient activity and the slight increase in inpatient activity. Other revenues were significantly lower than they had been and this is due to a decrease in revenue from the occupational health program. We had received \$26,000 in revenues from occupational health during the first 2 months of the fiscal year, and September dropped to \$195.00. Hospital staff surveyed the major clients to find that there had been a dramatic slow down in hiring during September which contributed to this decrease. Total deductions from revenue of \$193,273 were 79% of budget. Total deductions were 21% of gross revenues which is 94% of budget. Medicare/Medicaid revenues were 41.7% of total for the month and alternative delivery system revenues were 25.6% for the month as well. Outpatient revenue was 47% of total patient revenue during the month, while year to date, it is 51% of total patient revenue and this also reflects the decrease in outpatient activity during September.

EXPENSE:

Total expense at \$742,691 was 92% of budget. It is positive to note that every expense area, with the exception of depreciation, was below the budget level. In reviewing expenses, ICU salary and wages were up however, contract nursing costs were down significantly and there was very little contract nursing required throughout the hospital in September. The surgical department had exceptional medical supply expense which relates to prior period activities. Laboratory had increased purchased services, higher than budgeted maintenance costs, and

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a College of American Pathologists survey fee that had to be expensed during September. In Medical Records there was an exceptional cost in maintenance for the maintenance contract, admitting salary and wages were above budget, and patient accounts purchased services were also above budget. While paid and productive full time equivalents both were under budget, paid hours per adjusted admission at 190 exceeded budget by 31% and productive hours per adjusted admission at 167 exceeded budget by 26%.

MISCELLANEOUS:

In reviewing the departmental contribution margins, again it was obvious that the areas where the contribution declined were surgery areas as well as the occupational health program. Days of gross revenue in gross accounts receivable increased during September 4.85 days to 78.5. This increase was almost entirely due to decreasing revenue for the 3 month period. We calculate our days on a 3 month basis and June was the highest gross revenue month the hospital had ever had which dropped out of the calculation whereas September was significantly lower in gross revenue which had the effect of increasing the days of revenue in receivables. There actually was a small increase in receivables during the month. Cash collections at \$685,172 were 88% of projection. Regularly scheduled cash transfers were made to both the Capital Improvement and Bond Funds. The semi-annual interest payment on long term debt was also made at the end of September. For the month, the hospital had a loss from operations of \$9,863 and a loss after non-operating revenue of \$6,032.

Respectfully submitted,



Jack R. "Spike" Sumner
Director of Finance

JRS:jp

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MINUTES
COMMUNITY RELATIONS COMMITTEE
October 16, 1990
1:00 p.m.
Newberg Police Department Conference Room

PRESENT: Donna Proctor, Chairperson
Roger Gano, City Council President
Joe Young, City Councilman
Duane Cole, City Manager
Bert Teitzel, Public Works Director
Elmer Christensen, Fire Chief
Doreen Turpen, Library Director
Betsy Umfleet, Executive Secretary

1. The meeting was called to order by Chairperson Donna Proctor at 1:10 p.m.

2. Reports from Other Committees

A. No Parking on Deborah Road from driveways of Town and Country ARCO and Burger King to 99W

Traffic safety is recommending that no parking be established from the driveways of Burger King and ARCO to 99W. Traffic safety was requested to investigate this area due to the vehicles parking between the driveways and 99W, which created a hazard for delivery trucks entering and exiting the ARCO station.

Traffic safety feels there is efficient off street parking for both establishments.

Roger Gano asked if the property owners had been notified. City Manager said we could double check to make sure Burger King got the message. Roger Gano recommended this to Council after making sure the two property owners are aware of this and understand it. Bert Teitzel stated that the curbs are usually painted as well as signage of the street to indicate no parking. This was seconded by Joe Young.

3. Continuing Business

None

4. New Business

A. Installing a low profile light at the intersection of Second Street and Highway 219

Joe Young wanted to bring to the attention of the committee this intersection. This has been a hazard for some time and he feels a light at this intersection would aid in visibility. He was wondering if there was a possibility of having a hooded street light that would identify the intersection but would not interfere with the air traffic. City Manager suggested a little light that projects a light onto the street. Bert Teitzel stated this would be looked at to see what could be done. Another possibility was mentioned of having the state put in a reflector post. Roger Gano suggested doing something that could reduce the speed in general. Bert Teitzel thought at one time they had stated they were going to do something in this area to improve the visibility. He said we would take a look at this with the state. Roger Gano also suggested rebuilding the road and the bank and possibly in the process Second Street could slope down to meet a new intersection. There has been two fatalities in the area in 20 years. This area has been a concern to traffic safety and they would be very receptive to anything that could improve the situation.

5. Reports from Staff

A. New Vehicle

Metro West donated a 1983 ambulance to the Police Department. This ambulance will be used in conjunction with the D.A.R.E. program, CERT Team, and for a command center during major operations. Newberg Body and Paint is donating their time to paint this vehicle. We are attempting to have this as a community project in order to save money.

B. Fire Alarms at Library

The library had a problem with fire alarms last week. They will be critiquing their evacuation procedures at a staff meeting on Friday. Doreen Turpen stated that some people do not see any problem and become adamant when asked to leave the building. The cause of the false alarms was a faulty alarm head.

C. Revision of City Ordinance Relating to Library Board

Last winter the board set goals for the future. One was the materials selection policy that was approved by the

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Council. Another was to review the ordinance that established the powers and duties of the library board. Some areas of concern discussed in the ordinance are the board being involved in discipline or firing of employees as well as the budget. She would like ideas from Council of the role they see of the Library Board.

D. Church Street

Traffic counts were completed in March and October. A count was also conducted by the Shell station which totaled 50 - 60 vehicles crossing their lot a day, including approximately six semi-trucks. He has parked his vehicle across part of the driveway to keep the semi's from going through his lot. Two issues of concern we have identified from the closure is the traffic going through the Shell lot and the trucks going through the residential area.

One solution to this is better signing back at Villa Road to make sure people understand that Church Street is closed and has no access onto 99W. It was also thought that some of the vehicles from the residential areas were cutting through the Shell lot because they wanted to avoid the signal. Vince from the Shell station put up an unofficial sign stating "No Through Traffic". He stated this has helped slow the traffic. Bert Teitzel would propose we put a highway sign up at Shell station driveway stating "No Through Traffic", as well as continuing with selective enforcement.

His recommendation is to leave Church Street closed and improve signing back at Villa Road, as well as place a sign at the Shell driveway. When we rebuild street sometime in the future, we should look at rebuilding Shell driveway onto First Street so it does not accommodate trucks during into the driveway. Vince has no problem with this.

City staff met with Mr. Mecham of the Rocket Station and discussed the volume of gallons of gasoline sold by the station. Prior to April 1990, the station averaged \$115,000 gallons per month prior. In May 1990 it dropped to 76,000 after the ARCO station opened and in June it was up to 81,000. A closure was put in on June 29. In July they pumped 43,000 gallons of gasoline out of the station. He said at a meeting that he could live with 80,000 but he could not go below that figure. The water was disconnected on July 18, so the July figure at the most is just a half a month. We don't have a record of when they actually stopped pumping gas. Even with half a month they had the same volume as half the previous months.

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Bert Teitzel's recommendation is to take this back to the Council for a public hearing, recommend Church Street remain closed, improve signing at Villa Road stating that there is no through traffic, and provide signing for the Shell station driveway.

The power the Police Chief has is a temporary action to conduct a study. This has essentially been conducted and needs to go back to Council for a public hearing. Bert Teitzel feels this has never gone to Council persay, but needs to go to them for a public hearing for street closure. The motion was moved by Roger Gano and seconded by Joe Young.

A question was raised regarding what correspondence or conversations with the state have we had to get signing taken care of. The state replied yesterday the sign had been special ordered and a representative from the state was supposed to get back to Bert today, but failed to do so. We could moved the signage away from Villa Road back towards Everest and add Newberg and McMinnville to the sign. Joe Young asked if there was any way we could put a temporary or folding sign in middle of road that would caution people with a flashing yellow light stating "No Highway Access Beyond This Point".

The state has a sign indicating traffic change ahead which could be placed at Everest, and just beyond the intersection stating "Newberg, McMinnville, and Hillsboro Turn Right". The state may require us to put Newberg City Center on the sign. Joe Young feels if this sign was an overhead sign stating "No Highway Access Beyond This Point" people would know they could not go any further.

A public hearing will be set up around November 20, 1990.

6. Committee Business

None

7. Business from the Floor

A. Fire Department Information

Chief Christensen gave the City Manager a check for \$2,377 for the Fire Department's assistance in the trestle fire which was billed through Tualatin Valley Fire. He also stated that a mutual aid agreement with St. Paul is into effect. He also had a mutual aid hazmat agreement that has been reviewed by the City Attorney and needs signatures by the rural board and the City. This

is in addition to the automatic response mutual aid agreement with Washington County (Tualatin Valley) and will allow them to respond to hazmat situations in our City. Washington County has a hazmat team and we are very fortunate we are close to such a unit.

8. Adjourn

Joe Young moved to adjourn the meeting. This was seconded by Roger Gano. Meeting adjourned at 1:45 p.m.

Respectfully submitted,

Betsy Umfleet
Betsy Umfleet
Executive Secretary

Tuesday, 7:00 a.m.

September 25, 1990

FINANCE COMMITTEE
MINUTES

J's Restaurant

Newberg, Oregon

The meeting was called to order by Chair Joe Young at 7:20 a.m.

ROLL CALL:

Present: Donna McCain
C. Eldon McIntosh
Joe Young

Absent: Rick Rementeria

Others Present:

Kathy Tri, Finance Director
Ellen Cooper, Asst. Finance Director

NEW BUSINESS:

BALLOT MEASURE #5:

Kathy Tri reviewed her memorandum on Ballot Measure #5, property tax limitation. She explained that this is a constitutional amendment which imposes limits on property taxes, restricts user charges or incurred charges, and restricts the ability of communities to issue certain types of debt. She explained that the measure divides property taxes into two categories:

- (1) Taxes levied for public school systems, pre-kindergarten through post-graduate training, and
- (2) Taxes levied for other government operations other than the public school system.

She explained that the rate which applies to the City will be \$10.00 beginning in fiscal year 1991-92 and a sliding tax rate for schools beginning at \$15.00 for fiscal year 1991-92 and decreasing to \$5.00 in 1995-96. She indicated that this measure mandates the legislature to make up the difference in lost property tax revenue for schools through the fiscal year 1995-96. However, the measure does not provide any guidelines on how the legislature should do this, other than the fact that the money must come from the State General Fund. The State predicts that it will cost \$790 million dollars in the 91-93 biennium and over \$3 million dollars in the 1995-97 biennium. This equates to 15% of the state's General Fund in the first biennium and increases to 46% in the last biennium. There is no mandate that the legislature make up lost revenues for other jurisdictions. It is estimated that cities will lose \$49 million dollars in property taxes. This will

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primarily be in cities with low assessed values that provide full services.

She indicated that there were a number of features of the measure that are still unclear even to the Attorney General and it will be up to the legislature and the courts to set out the rules and procedures. One of the unclear areas is that dealing with system development charges. The measure will require the City to review each of fees and determine if they are a "tax" or an "incurred charge".

The measure will have a major impact on the City's ability to finance local improvements. After November 6th, the measure will require a vote of all the people within the City for Bancroft bonds. She indicated that there are other debt instruments available that are commonly used in other states. However, these instruments cost more and have a higher interest rate and will have to be evaluated at a later time. Another feature of the measure is that only general obligation debt for capital construction may be outside the rate limitation. Any other debt for such items as equipment will be inside the rate limitation. For example, if the City were to issue general obligation debt for a new City hall, the portion of the debt for the building would be outside the limitation, but that portion of the debt that might be for equipment such as telephones, computers and furniture, would have to be included in the \$10.00 limitation.

Once a taxing district exceeds the \$10.00 limit, the taxes must be reduced proportionally. For example, if the combined tax rate equalled \$11.00, each taxing district's tax rate would have to be reduced by 10%. The County Assessor estimates that the \$10.00 limit for Newberg residents reached may be within two to three years depending on assessed value growth. Another quirk in the ballot measure is the fact that it's the tax rate on a current market value in the fiscal year in which the taxes are levied. This provision will alter our current property tax assessment system.

MONTHLY REPORT:

Kathy Tri reviewed the monthly report for August. She highlighted that a new sheet is attached showing the difference between current revenues and current expenditures. The total for the month equals \$664,821 of which \$201,367 is for the General Fund. She expressed that it is important to track these differences so that the staff and City Council can better determine the City's working capital needs. She also indicated that the City continues to invest about the same amount as last month and that most of the money is in the investment pool earning slightly over 8%.

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Finance Committee Minutes
September 25, 1990

MONTHLY TRANSACTIONS:

The committee reviewed the monthly transactions and had no comments.

GRASS CUTTING LIENS:

Kathy Tri passed out a memo to the committee on grass cutting liens. She indicated that Ordinance No. 88-2232 pertains to cutting certain brush and grass in the City. Attached to the memo was a list of five properties which have outstanding bills for grass cutting. While most property owners comply with the initial request of the Fire Department to cut the grass, a few do not and require the City to do it for them. Those owners are notified and bills are sent to them. She mentioned that for one property in particular, 609 E. Sheridan, the bill has been unable to be delivered. The staff has checked with the County Assessor's office to determine the correct address and the bill is still returned as undeliverable. She will do further research to try to find out more about the property owner for this particular property.

Motion: McIntosh/Young move to bring the grass cutting liens back to the Council at its October 16, 1990 meeting. Vote on the motion: Carried unanimously by those present.

The meeting adjourned at 8:20 a.m.

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CITY OF NEWBERG

FISCAL YEAR: 1990:91

MONTH: SEPTEMBER

QUARTERLY REVIEW-REVENUES

FUND	BUDGET	FUND BEG. BALANCE	FIRST QUARTER	PERCENT RECEIVED	SECOND QUARTER	PERCENT RECEIVED	THIRD QUARTER	PERCENT RECEIVED	FOURTH QUARTER	PERCENT RECEIVED
GENERAL	\$3,252,556	564,594	\$180,314	22.90%		0.00%		0.00%		0.00%
STATE TAX STREET	1,108,070	627,594	93,641	65.09%		0.00%		0.00%		0.00%
CIVIL FORFEITURE	100,498	102,384	11,395	113.22%		0.00%		0.00%		0.00%
CAPITAL PROJECTS	4,157,493	0	463,190	11.14%		0.00%		0.00%		0.00%
SANITARY SEWER	2,392,131	514,853	307,355	34.37%		0.00%		0.00%		0.00%
WATER	1,505,786	288,356	299,801	39.06%		0.00%		0.00%		0.00%
DEBT SERVICE	3,182,302	679,758	72,274	23.63%		0.00%		0.00%		0.00%
SPECIAL ASSESSMENTS	51,516	8,884	146	17.53%		0.00%		0.00%		0.00%
BANCROFT BOND	497,295	311,021	17,707	66.10%		0.00%		0.00%		0.00%
9-1-1	55,806	33,632	530	61.22%		0.00%		0.00%		0.00%
ECONOMIC DEVELOPMENT	283,702	99,431	120,378	77.48%		0.00%		0.00%		0.00%
STORM SEWER IMPROVEMENTS	407,527	389,614	6,288	97.15%		0.00%		0.00%		0.00%
LIBRARY GIFT & MEMORIAL	31,139	28,694	1,297	96.31%		0.00%		0.00%		0.00%
LIBRARY BUILDING	40,076	37,399	26	93.39%		0.00%		0.00%		0.00%
SEWER REPLACEMENT	1,664,978	1,070,783	228,367	78.03%		0.00%		0.00%		0.00%
WATER REPLACEMENT	719,886	670,158	67,485	102.47%		0.00%		0.00%		0.00%
CENTRAL SERVICES	1,322,440	0	393,520	29.76%		0.00%		0.00%		0.00%
VEHICLE/EQUIP REPLACEMENT	236,609	0	159,192	67.28%		0.00%		0.00%		0.00%
STP BUILDING	23,725,923	337,218	47,715	1.62%		0.00%		0.00%		0.00%
SEWER SYSTEMS DEVELOPMENT	1,326,314	1,208,770	54,680	95.26%		0.00%		0.00%		0.00%
WATER SYSTEMS DEVELOPMENT	855,481	1,057,072	30,813	127.17%		0.00%		0.00%		0.00%
CI-OFFICE EQUIPMENT	8,066	8,101	0	100.43%		0.00%		0.00%		0.00%
CI-POLICE	17,075	23,144	0	135.54%		0.00%		0.00%		0.00%
CI-FIRE	81,034	81,875	0	101.04%		0.00%		0.00%		0.00%
CI-STATE TAX STREET	49,800	50,429	0	101.26%		0.00%		0.00%		0.00%
CI-COMPUTERS	12,493	11,572	0	92.63%		0.00%		0.00%		0.00%
CI-CCLRS	700	1,907	0	272.43%		0.00%		0.00%		0.00%
CI-PUBLIC LANDS	37,954	15,771	8,581	64.16%		0.00%		0.00%		0.00%
TOTAL BUDGET	47,124,650	8,223,014	2,564,695	22.89%	0	0.00%	0	0.00%	0	0.00%

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CITY OF NEWBERG

FISCAL YEAR: 1990-91

MONTH: SEPTEMBER

QUARTERLY SUMMARY--EXPENDITURES

FUND	BUDGET	FIRST QUARTER	PERCENT SPENT	SECOND QUARTER	PERCENT SPENT	THIRD QUARTER	PERCENT SPENT	FOURTH QUARTER	PERCENT SPENT
GENERAL	\$3,252,556	\$767,602	23.60%		0.00%		0.00%		0.00%
STATE TAX STREET	1,108,070	173,831	15.69%		0.00%		0.00%		0.00%
CIVIL FORFEITURE	100,498	14,006	13.94%		0.00%		0.00%		0.00%
CAPITAL PROJECTS	4,157,493	144,943	3.49%		0.00%		0.00%		0.00%
SANITARY SEWER	2,392,131	424,189	17.73%		0.00%		0.00%		0.00%
WATER	1,505,786	228,197	15.15%		0.00%		0.00%		0.00%
DEBT SERVICE	3,182,302	623,534	19.59%		0.00%		0.00%		0.00%
SPECIAL ASSESSMENTS	51,516	0	0.00%		0.00%		0.00%		0.00%
BANCROFT BOND	497,295	0	0.00%		0.00%		0.00%		0.00%
9-1-1	55,806	4,143	7.42%		0.00%		0.00%		0.00%
ECONOMIC DEVELOPMENT	283,702	2,497	0.88%		0.00%		0.00%		0.00%
STORM SEWER IMPROVEMENTS	407,527	42,662	10.47%		0.00%		0.00%		0.00%
LIBRARY GIFT & MEMORIAL	31,139	1,448	4.65%		0.00%		0.00%		0.00%
LIBRARY BUILDING	40,076	37,981	94.77%		0.00%		0.00%		0.00%
SEWER REPLACEMENT	1,664,978	192,126	11.54%		0.00%		0.00%		0.00%
WATER REPLACEMENT	719,886	79,496	11.04%		0.00%		0.00%		0.00%
CENTRAL SERVICES	1,322,440	359,351	27.17%		0.00%		0.00%		0.00%
VEHICLE/EQUIP REPLACEMENT	236,609	7,346	3.10%		0.00%		0.00%		0.00%
STP BUILDING	23,725,923	15,880	0.07%		0.00%		0.00%		0.00%
SEWER SYSTEMS DEVELOPMENT	1,326,314	12,501	0.94%		0.00%		0.00%		0.00%
WATER SYSTEMS DEVELOPMENT	855,481	73,875	8.64%		0.00%		0.00%		0.00%
CI-OFFICE EQUIPMENT	8,066	8,066	100.00%		0.00%		0.00%		0.00%
CI-POLICE	17,075	17,075	100.00%		0.00%		0.00%		0.00%
CI-FIRE	81,034	81,034	100.00%		0.00%		0.00%		0.00%
CI-STATE TAX STREET	49,800	49,800	100.00%		0.00%		0.00%		0.00%
CI-COMPUTERS	12,493	11,142	89.19%		0.00%		0.00%		0.00%
CI-CCLRS	700	1,624	232.00%		0.00%		0.00%		0.00%
CI-PUBLIC LANDS	37,954	3,564	9.39%		0.00%		0.00%		0.00%
TOTAL BUDGET	47,124,650	3,377,913	7.17%	0	0.00%	0	0.00%	0	0.00%

CITY OF NEWBERG

FISCAL YEAR: 1990-91

MONTH: SEPTEMBER

QUARTERLY REVIEW-DEPARTMENTAL EXPENDITURES

FUND	BUDGET	FIRST QUARTER	PERCENT SPENT	SECOND QUARTER	PERCENT SPENT	THIRD QUARTER	PERCENT SPENT	FOURTH QUARTER	PERCENT SPENT
GENERAL									
GENERAL GOVERNMENT	77,368	21,592	27.91%		0.00%		0.00%		0.00%
COURT	43,012	10,470	24.34%		0.00%		0.00%		0.00%
CITY MANAGER'S OFFICE	47,281	12,017	25.42%		0.00%		0.00%		0.00%
FINANCE	87,760	20,555	23.42%		0.00%		0.00%		0.00%
LEGAL	124,445	26,210	21.06%		0.00%		0.00%		0.00%
PLANNING	132,986	27,790	20.90%		0.00%		0.00%		0.00%
POLICE	1,383,749	366,754	26.50%		0.00%		0.00%		0.00%
FIRE	340,088	78,858	23.19%		0.00%		0.00%		0.00%
BUILDING INSPECTION	118,251	26,671	22.55%		0.00%		0.00%		0.00%
ENGINEERING	35,479	6,472	18.24%		0.00%		0.00%		0.00%
LIBRARY	263,914	69,301	26.26%		0.00%		0.00%		0.00%
SOCIAL SERVICES	164,831	82,726	50.19%		0.00%		0.00%		0.00%
TRANSFERS/CONTINGENCY	433,392	18,184	4.20%		0.00%		0.00%		0.00%
SUBTOTAL	3,252,556	767,600	23.60%	0	0.00%	0	0.00%	0	0.00%
STATE TAX STREET FUND									
STREET MAINTENANCE	501,352	95,498	19.05%		0.00%		0.00%		0.00%
TRANSFERS	303,333	78,333	25.82%		0.00%		0.00%		0.00%
CONTINGENCY	303,385	0	0.00%		0.00%		0.00%		0.00%
SUBTOTAL	1,108,070	173,831	15.69%	0	0.00%	0	0.00%	0	0.00%

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SANITARY SEWER FUND

CITY MANAGER'S OFFICE	32,839	8,619	26.25%	0.00%	0.00%	0.00%
FINANCE	58,045	14,463	24.92%	0.00%	0.00%	0.00%
ADMINISTRATION	194,730	28,473	14.62%	0.00%	0.00%	0.00%
PLANT MAINTENANCE	562,858	116,401	20.68%	0.00%	0.00%	0.00%
COLLECTION	145,819	40,122	27.51%	0.00%	0.00%	0.00%
TRANSFERS	1,225,840	216,111	17.63%	0.00%	0.00%	0.00%
CONTINGENCY	172,000	0	0.00%	0.00%	0.00%	0.00%

SUBTOTAL	2,392,131	424,189	17.73%	0	0.00%	0	0.00%	0	0.00%
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WATER FUND

CITY MANAGER'S OFFICE	32,985	8,619	26.13%	0.00%	0.00%	0.00%
FINANCE	60,295	14,660	24.31%	0.00%	0.00%	0.00%
ADMINISTRATION	182,758	25,369	13.88%	0.00%	0.00%	0.00%
PLANT MAINTENANCE	192,681	47,057	24.42%	0.00%	0.00%	0.00%
DISTRIBUTION SYSTEM	336,427	57,641	17.13%	0.00%	0.00%	0.00%
SOURCE OF SUPPLY	71,000	14,016	19.74%	0.00%	0.00%	0.00%
TRANSFERS	527,555	60,834	11.53%	0.00%	0.00%	0.00%
CONTINGENCY	102,085	0	0.00%	0.00%	0.00%	0.00%

SUBTOTAL	1,505,786	228,196	15.15%	0	0.00%	0	0.00%	0	0.00%
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CENTRAL SERVICES FUND

FINANCE	1,169,652	306,065	26.17%	0.00%	0.00%	0.00%
GARAGE	77,328	40,540	52.43%	0.00%	0.00%	0.00%
CITY BUILDINGS	61,785	12,745	20.63%	0.00%	0.00%	0.00%
RESERVE	13,675	0	0.00%	0.00%	0.00%	0.00%

SUBTOTAL	1,322,440	359,350	27.17%	0.00%	0.00%	0.00%
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TOTAL	9,580,983	1,953,166	20.39%	0	0.00%	0	0.00%	0	0.00%
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CITY OF NEWBERG

FISCAL YEAR 1990-91

DIFFERENCE BETWEEN CURRENT REVENUES AND EXPENDITURES

<u>FUND</u>	<u>SEPTEMBER</u>
GENERAL	(\$587,288)
STATE TAX STREET	(80,190)
CIVIL FORFEITURE	(2,611)
CAPITAL PROJECTS	318,247
SANITARY SEWER	(116,834)
WATER	71,604
DEBT SERVICE	(551,260)
SPECIAL ASSESSMENTS	146
BANCROFT BOND	17,707
9-1-1	(3,613)
ECONOMIC DEVELOPMENT	117,881
STORM SEWER IMPROVEMENTS	(36,374)
LIBRARY GIFT & MEMORIAL	(151)
LIBRARY BUILDING	(37,955)
SEWER REPLACEMENT	36,241
WATER REPLACEMENT	(12,011)
CENTRAL SERVICES	34,169
VEHICLE/EQUIP REPLACEMENT	151,846
STP BUILDING	31,835
SEWER SYSTEMS DEVELOPMENT	42,179
WATER SYSTEMS DEVELOPMENT	(43,062)
CI-OFFICE EQUIPMENT	(8,066)
CI-POLICE	(17,075)
CI-FIRE	(81,034)
CI-STATE TAX STREET	(49,800)
CI-COMPUTERS	(11,142)
CI-CCLRS	(1,624)
CI-PUBLIC LANDS	5,017
TOTAL DIFFERENCE	----- (<u>\$813,218</u>)

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CITY OF NEWBERG

FISCAL YEAR: 1990-91

MONTH: SEPTEMBER

CASH AND INVESTMENT SUMMARY

SUMMARY BY FUND	CASH AND INVESTMENTS
GENERAL	333,609
STATE TAX STREET	571,891
CIVIL FORFEITURE	107,151
CAPITAL PROJECTS	322,709
SANITARY SEWER	217,799
WATER	213,900
DEBT SERVICE	191,410
SPECIAL ASSESSMENTS	10,097
BANCROFT BOND	316,511
9-1-1	34,763
ECONOMIC DEVELOPMENT	204,209
STATE REVENUE SHARING	0
STORM SEWER IMPROVEMENTS	354,048
LIBRARY GIFT & MEMORIAL	29,933
LIBRARY BUILDING	3,444
SEWER REPLACEMENT	1,107,024
WATER REPLACEMENT	658,817
CENTRAL SERVICES	39,749
VEHICLE/EQUIP REPACEMENT	154,781
STP BUILDING	519,987
SEWER SYSTEMS DEVELOPMENT	1,251,448
WATER SYSTEMS DEVELOPMENT	1,014,010
CI-OFFICE EQUIPMENT	36
CI-POLICE	11,445
CI-FIRE	840
CI-STATE TAX STREET	628
CI-COMPUTERS	0
CI-CCLRS	1,517
CI-PUBLIC LANDS	29,798
PAYROLL	19,908
BAIL	32,241
TOTAL	<u>7,753,703</u>

INVESTMENTS BY INSTITUTION	AMOUNT
STATE INVESTMENT POOL	7,463,168
U. S. BANK	54,644
COMMERCIAL BANK	235,891
TOTAL	<u>7,753,703</u>

SUMMARY BY INVESTMENT TYPE	AMOUNT
STATE INVESTMENT POOL	7,463,168
CHECKING ACCOUNT	277,545
MONEY MARKET ACCOUNT	12,990
TOTAL	<u>7,753,703</u>

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B. Greyhound Bus Traffic Exiting Alleyway onto Garfield Street.

The problem of the breaking down of this curb and other concerns were discussed. It was determined that the problem was occurring on Mrs. James' property and that both parties involved should be contacted to negotiate a solution to the problem.

C. Basketball Hoops Adjacent to City Streets.

Doris Brandt suggested that a nice article be placed in the Newberg Graphic letting the public know that the Traffic Safety Commission is concerned with the growing problem of basketball hoops being placed on curbs. Studies are being conducted to establish some control as to their use. The Traffic Safety Commission wants to discourage people from playing in the street. This issue will be back on the November Traffic Safety agenda.

D. Restrictions on Springbrook Road.

Lt. Hailey let the Traffic Safety Commission know just for information that these restrictions have been renewed.

E. Request for Four Way Stop at Eighth and Meridian Street.

This request was made due to the entrance to the new Edwards School, a lot of traffic is being generated in this area. Lt. Hailey will do more videotaping for next meeting. Need more research done regarding this request.

F. Parking and Traffic Flow on River Street at Sheridan Street and River Streets.

Lt. Hailey is going to contact George Fox College regarding this problem.

G. T & C Arco Parking.

This problem was discussed and Richard McCabe motioned that yellow paint be put on the curb by the fire hydrant and from the north driveways of the Burger King restaurant and the Arco gas station to 99W. This motion was seconded.

H. Friends Church Parking.

A letter regarding parking in front of the Friends Church was sent to Lt. Hailey. Lt. Hailey is going to talk to them regarding this issue.

5. **Assignments:**

- A. Lt. Hailey to research loading zone at Lumbermans.
- B. Lt. Hailey to contact Greyhound and Mrs. James to negotiate the problem with Greyhound bus traffic exiting alleyway onto Garfield Street.
- C. Lt. Hailey to do more videotaping of request for four way stop at Eighth and Meridian Street.
- D. Lt. Hailey to contact George Fox College regarding parking and traffic flow on River Street at Sheridan Street and Sherman Streets.

MINUTES
COMMUNITY RELATIONS COMMITTEE

September 18, 1990

1:00 p.m.

Police Department Conference Room

PRESENT: Donna Proctor, Chairperson
Jack Nulsen, Co-Chair
Roger Gano, Council President
Joe Young, Councilman
Duane Cole, City Manager
David Bishop, Chief of Police
Elmer Christensen, Fire Chief
Bert Teitzel, Public Works Director
Doreen Turpen, Librarian
Betsy Umfleet, Executive Secretary

1. The meeting was called to order by Chairperson Donna Proctor.

2. Reports from Other Committees

A. Stop sign on Morrison and Foothills

This corner was approved for a stop sign at the last Community Relations Meeting. There has been some question as to why this stop sign has not been installed yet. It was explained that there had been a dispute between one of the property owners and the City about cutting down a tree that would be blocking the sign. The property owner has agreed through negotiations to take care of this problem.

3. Continuing Business

None

4. New Business

A. 9-1-1 Program

The City Manager has received numerous correspondence from YCOM regarding wanting to have Newberg as a part of YCOM. On September 17 a letter was received stating all 9-1-1 money except in Newberg will go to YCOM. Money is now being received outside of Newberg.

On September 13, a copy of letter to COG from the McMinnville City Manager was received stating they are wanting to do a study to evaluate Enhanced 9-1-1 and they want to put this

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If we sit back and do nothing we will be blindsided even worse. Their study is talking about the advantage of YCOM 9-1-1.

Chief Christensen feels Enhanced 9-1-1 is an excellent system and we should be looking into this which we are. This system puts the address of the caller and other pertinent information such as police and fire districts on the screen.

Joe Young does not want Newberg to have calls going to McMinnville and back. He wondered what possible advantage we could tell the public that is going to call in and have their calls go to McMinnville.

We should let them know we are not interested in giving up our 9-1-1 system.

The City Manager will respond with a letter stating we are researching the budget position to see if they can take our money. The letter will include that we do not want to send calls to McMinnville and are satisfied with our current system. We are not interested in participating in a 9-1-1 system in McMinnville and we can develop an Enhanced 9-1-1 system independently from them.

We are not interested in participating with McMinnville as it is not to our advantage. They have proven in the construction process that it is not in our best interest to work with them.

As soon as this gets to the Commissioners level the City Manager will bring this back to the Council for a firmer statement.

B. Intersection of 219 and 99W.

The discussion was regarding the blockade of Church Street off 219 and the failure to identify that this is a closed street prior to the turn. Joe Young has seen trucks travel down the street that have had to maneuver to turn around. Roger Gano suggested moving the sign stating Portland and McMinnville down to Everest Street and include on this sign "Newberg Next Right". Bert Teitzel will be contacting the state regarding this so a sign can be placed identifying this problem.

C. Motor Program

Presently the Police Department has one motorcycle on the road. There are two others available to us, but one is completely down. Two of these bikes are owned by Pete Dalton. Chief Bishop stated if we want to continue with the motor program we will need to purchase another motorcycle. Chief Bishop feels this program pays for itself by the productivity of the officers.

into the YCOM system. On October 13 a letter was received from the McMinnville City Manager stating that the cost of an Enhanced 9-1-1 system would be \$113,000 to \$127,000 per year for capitalization of buying equipment and would cost \$30,000 per year to operate. The County wants to pursue COG study on Enhanced 9-1-1.

The City Manager explained we have a plot going by Alan Hershey, Mr. Krawczyk, the City Manager of McMinnville, and YCOM people who want to limit the City's revenue to absorb it from local areas surrounding Newberg. It is felt they are trying to get Newberg to participate in a study to put Enhanced 9-1-1 into the YCOM center and get us to help support and pay for a study on how to put Enhanced 9-1-1 into the YCOM system in McMinnville.

The City Manager feels we have been through the policy making process before and we want our own dispatch center. He feels this would be taking away our 9-1-1 revenue. He has concerns if we participated in a study with the County because he feels they will propose a cadillac system.

The City Manager explained that the City of Ontario has a similar phone system to ours and they put in their own Enhanced 9-1-1 like system for \$16,000 with almost no operational costs.

We could tell YCOM we won't participate but the City Manager feels we would lose control of the product in the process or we could agree to partake with these stipulations: 1. We remain independent from the YCOM operation. 2. Implementation of a 9-1-1 system shall provide an independent Enhanced 9-1-1 system in the City of Newberg. 3. We don't want to participate in the cost of the study.

We would not want to participate in a system of calling McMinnville and having the calls transferred back to Newberg. We are researching who is controlling the revenue but we think we do. Joe Young feels if we adopt the Enhanced 9-1-1 system a lot of calls in town will go to McMinnville and have to be transferred back here. He is not in favor of this. We have a dispatch center and the money we are spending to maintain and operate it are less than the money we are talking about. He is not interested in changing and feels the community is also not interested in changing. We should verify how the dollars are paid and that Enhanced 9-1-1 in their system will not do a thing for Newberg.

We have had our share of problems and frustrations while connecting up on the hill. At the beginning of the levy we received a token amount. We got to a point where we felt we would handle things ourselves. They had forgotten the simplest things like ordering a crystal they had three years to do.

VI

D. Cooperative Collection Development

Doreen Turpen discussed a brochure regarding Cooperative Collection Development. This new program that is being developed allows libraries throughout the surrounding area to purchase certain types of materials which will not be duplicated by any other library. Our library will be focusing on the wine industry development.

5. Reports from Staff

None

6. Committee Business

None

7. Business From the Floor

None

8. Adjournment

Jack Nulsen moved to adjourn the meeting. This was seconded by Roger Gano. Meeting adjourned at 1:55 p.m.

Respectfully Submitted,


Betsy Umfleet
Executive Secretary

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REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: October 5, 1990

X INFORMATION

DATE ACTION REQUESTED: ~~October 16, 1990~~

MOTION/CONSENSUS

Nov. 3

RESOLUTION

ORDINANCE

SUBJECT:

Zoning Ordinance revisions for a Manufactured Housing Overlay Zone

BACKGROUND:

1. The Mixed Infill Housing Subdistrict has been developed to satisfy the requirements of HB 2863 passed by the 1989 legislature. The bill requires that cities allow the opportunity for infill manufactured housing development in single family zoning districts consistent with the identified need for mobile homes. The bill requires that cities meet this requirement by December 31, 1990.
2. The attached draft ordinance establishes a subdistrict within the zoning ordinance to provide for manufactured housing development. The subdistrict can be used in conjunction with any R-1 or R-2 zone to meet the state requirements. The ordinance was designed to provide development opportunities on undeveloped land that is outside the City limits and would require annexation for development. By focusing the MI Mixed-Infill development on undeveloped properties, established neighborhoods of stick built housing will be unaffected by the proposal.

As noted above, land must be provided consistent with the stated need for manufactured housing development. The draft comprehensive plan (to be handed out at the Council meeting) includes a new section addressing housing needs in which mobile home infill needs are included (see pages 32-35 of the draft plan). As currently proposed, over 280 acres of low density residential land would be made eligible for the subdistrict.

REVIEW STATUS:

PLANNING COMMISSION ACTION:

The Planning Commission reviewed the subdistrict last summer and recommended approval of the attached draft. This draft does not broaden the application of the subdistrict to R-2 zones as suggested by the DLCD staff.

STATE REVIEW:

The draft has yet to be formally reviewed by the State. The concept of the proposed overlay has been discussed with representatives of DLCD but no formal review by DLCD staff has been made. DLCD commented that, as proposed, the overlay did not offer many real opportunities for infill development in areas of

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existing housing. They suggested broadening the application of the subdistrict to R-2 zones with the elimination of the conditions which address location and size of the districts.

INDUSTRY REVIEW:

The draft has yet to be formally reviewed by the mobile home industry. We intend to have mobile home industry comments back for your consideration prior to Council consideration in November.

COMMUNITY DEVELOPMENT COMMITTEE:

In a brief discussion with the Community Development Committee relating to broadening the application of the subdistrict to R-2 zones, it was the opinion of the committee to allow the broadening to R-2 zones.

COUNCIL QUESTIONS TO RESOLVE:

1. Accept the Planning Commission recommendation to encourage new manufactured housing development only in areas of largely undeveloped property.
2. As suggested by the Community Development Committee, revise the proposal to allow manufactured housing infill on R-2 properties. Based on discussions with DLCD representatives, permitting infill within R-2 areas is more consistent with the purpose of HB 2963.

Staff believes that broadening the application of the proposed infill zone to the R-2 zone will meet an apparent need for available manufactured housing lots and make the proposed overlay more palatable to the mobile home industry. Without mobile home industry support, it is likely this issue will delay final Periodic Review approval by the State.

COST: None



Dennis Egner, Planning Director



Duane Cole, City Manager

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A-Engrossed House Bill 2863

Ordered by the House April 4
Including House Amendments dated April 4

Sponsored by Representatives DWYER, D. JONES, YOUNG, BAUMAN, BUNN, BURTON, CALHOON, DOMINY, EDMUNSON, FORD, HOSTICKA, HUGO, KOTULSKI, McTEAGUE, MINNIS, NORRIS, PETERSON, ROBERTS, SAYLER, SOWA, WEHAGE, Senators BRADBURY, BROCKMAN, BUNN, J. HILL, L. HILL, HOUCK, KENNEMER, KERANS, KINTIGH, OTTO, ROBERTS (at the request of Oregon Manufactured Housing Association, Oregon State Tenants Association, League of Oregon Cities, United Seniors of Oregon)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure.

Directs that needed housing within urban growth boundary be permitted in one or more zoning districts or in overlay zones. Allows, as "needed housing," mobile home parks and manufactured housing meeting design and placement standards specified by local government. Provides that provisions regarding manufactured homes apply January 1, [] 1991, or next periodic review, whichever comes first.

A BILL FOR AN ACT

1
2 Relating to manufactured housing, creating new provisions; and amending ORS 197.303 and 197.307.

3 **Be It Enacted by the People of the State of Oregon:**

4 **SECTION 1.** ORS 197.303 is amended to read:

5 197.303. (1) As used in ORS 197.307, until the beginning of the first periodic review of a local
6 government's acknowledged comprehensive plan, "needed housing" means housing types determined
7 to meet the need shown for housing within an urban growth boundary at particular price ranges and
8 rent levels. On and after the beginning of the first periodic review of a local government's ac-
9 knowledged comprehensive plan, "needed housing" also means:

10 (a) Housing that includes, but is not limited to, attached and detached single-family housing and
11 multiple family housing for both owner and renter occupancy; *[and manufactured homes; and]*

12 (b) Government assisted housing; [.]

13 (c) **Mobile home parks as provided in ORS 197.475 to 197.490; and**

14 (d) **Manufactured homes on individual lots planned and zoned for single-family residential**
15 **use that are in addition to lots within designated manufactured home subdivisions.**

16 (2) *[Paragraph] Paragraphs (a) and (d)* of subsection (1) of this section shall not apply to:

17 (a) A city with a population of less than 2,500.

18 (b) A county with a population of less than 15,000.

19 (3) A local government may take an exception to subsection (1) of this section in the same
20 manner that an exception may be taken under the goals.

21 **SECTION 2.** ORS 197.307 is amended to read:

22 197.307. (1) The availability of affordable, decent, safe and sanitary housing opportunities for
23 persons of lower, middle and fixed income is a matter of state-wide concern.

24 (2) Many persons of lower, middle and fixed income depend on government assisted housing as
25 a source of affordable decent, safe and sanitary housing.

NOTE: Matter in bold face in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted.

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1 (3) When a need has been shown for housing within an urban growth boundary at particular
2 price ranges and rent levels, needed housing shall be permitted in [a zone or zones] one or more
3 zoning districts or in zones described by some comprehensive plans as overlay zones with
4 sufficient buildable land to satisfy that need.

5 (4) Subsection (3) of this section shall not be construed as an infringement on a local govern-
6 ment's prerogative to:

- 7 (a) Set approval standards under which a particular housing type is permitted outright;
- 8 (b) Impose special conditions upon approval of a specific development proposal; or
- 9 (c) Establish approval procedures.

10 (5) In the areas identified by the needs analysis conducted under subsection (3) of this
11 section, a jurisdiction may adopt any or all of the following placement standards, or any less
12 restrictive standard, for the approval of manufactured homes located outside mobile home
13 parks:

14 (a) The manufactured home shall be multisectional and inclose a space of not less than
15 1,000 square feet.

16 (b) The manufactured home shall be placed on an excavated and back-filled foundation
17 and inclosed at the perimeter such that the manufactured home is located not more than
18 12 inches above grade.

19 (c) The manufactured home shall have a pitched roof, except that no standard shall re-
20 quire a slope of greater than a nominal three feet in height for each 12 feet in width.

21 (d) The manufactured home shall have exterior siding and roofing which in color, mate-
22 rial and appearance is similar to the exterior siding and roofing material commonly used on
23 residential dwellings within the community or which is comparable to the predominant ma-
24 terials used on surrounding dwellings as determined by the local permit approval authority.

25 (e) The manufactured home shall be certified by the manufacturer to have an exterior
26 thermal envelope meeting performance standards which reduce levels equivalent to the per-
27 formance standards required of single-family dwellings constructed under the state building
28 code as defined in ORS 455.010.

29 (f) The manufactured home shall have a garage or carport constructed of like materials.
30 A jurisdiction may require an attached or detached garage in lieu of a carport where such
31 is consistent with the predominant construction of immediately surrounding dwellings. }

32 (g) In addition to the provisions in paragraphs (a) to (f) of this subsection, a city or
33 county may subject a manufactured home and the lot upon which it is sited to any develop-
34 ment standard, architectural requirement and minimum size requirement to which a con-
35 ventional single-family residential dwelling on the same lot would be subject.

36 [(5)] (6) Any approval standards, special conditions and the procedures for approval adopted by
37 a local government shall be clear and objective and shall not have the effect, either in themselves
38 or cumulatively, of discouraging needed housing through unreasonable cost or delay.

39 **SECTION 3.** Notwithstanding the provisions of ORS 197.303 (1) relating to periodic review, the
40 requirements of ORS 197.303 (1)(d) apply on January 1, 1991, or a jurisdiction's next periodic review,
41 whichever comes first.

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ZONING ORDINANCE AMENDMENTS TO CREATE A MI MIXED INFILL HOUSING SUBDISTRICT

270 (7) MI Mixed Infill Housing Subdistrict. Pursuant to the provisions of Sections 464-488, a MI subdistrict may be created within any residential zoning district. The subdistrict shall be designated by the suffix "MI" added to the symbol of the parent district. All uses permitted in the parent zone shall be allowable in the MI subdistrict.

MI MIXED INFILL SUBDISTRICT

464 Purpose. The purpose of the MI subdistrict is to allow manufactured housing on individual single family residential lots consistent with the City's identified need for individually sited manufactured homes. The MI subdistrict will allow manufactured homes to be intermixed with traditional "stick built" housing.

465 Uses. In addition to the buildings and uses permitted in the underlying zoning district, a MI subdistrict allows manufactured homes on individual lots as a permitted use.

466 Establishment of a MI Subdistrict.

The establishment of a MI subdistrict shall be according to the process set forth for a zone change in Section 592-608 except that satisfaction of the conditions listed below shall be the sole criteria applied to the decision. If the request does not satisfy all of the conditions, a MI subdistrict may be established if it is demonstrated that the zone change criteria of Section 600 are met and that the request is compatible with surrounding land uses. In all cases, findings must be prepared demonstrating whether the property meets the following conditions:

- A. The establishment of the subdistrict will not result in land being zoned in excess of the stated need for individually sited manufactured homes as identified in the Comprehensive Plan.
- B. The property was annexed and located within the corporate limits of the City of Newberg after January 1, 1990.
- C. The subdistrict shall be no less than 5 acres in size.
- D. The subdistrict shall be located no less than 160 feet from any existing platted single family subdivision of more than 10 lots.
- E. The subdistrict shall be no less than 160 feet from an existing collector street.

468 Development Standards. Residential development in the overlay district shall meet the following minimum standards:

- A. Each dwelling unit shall enclose a space of not less than 1,000 sq. ft. If the unit is a manufactured home, it shall be multi-

V-1

45

sectional. No external horizontal dimension shall be less than 20 feet in width.

- B. Each dwelling unit shall be enclosed at the perimeter with either a foundation that has been backfilled or skirting. The enclosure shall have an appearance similar to that of a stick built home. If the unit is a manufactured home, the chassis shall be located not more than 12 inches above grade and any axels or other transportation mechanisms shall be removed.
- C. All dwelling units shall have a pitched roof no less than 3 feet in height for every 12 feet in width.
- D. Dwelling units shall have exterior siding and roofing which in color, material, and appearance is similar to the exterior siding and roofing material commonly used on "stick built" residential dwellings within the community or which is comparable to the predominate materials used on surrounding dwellings as determined by the Building Official.
- E. All manufactured homes shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards which reduce levels equivalent to the performance standards required of single-family homes dwellings constructed under the state building codes defined in ORS 455.010.
- F. All dwelling units shall have an attached garage constructed of like materials.

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Council file
Oct. 4, 1990

M E M O R A N D U M

CITY OF NEWBERG

DATE: September 14, 1990
TO: Terry Mahr, City Attorney
FROM: Kathy Tri, Finance Director
SUBJECT: Fire Fee

If the fire fee (tax) passes next week, we need to prepare a resolution for the Council setting forth such things as:

1. Listing the fee by meter equivalent
2. Exempting irrigation meters and outside city users
3. Collection method--monthly on utility bill
4. What happens if utility bill payers choose to pay the water and sewer portion and not the fire fee, i.e., do we turn the water off?

Furthermore, from my reading of the Attorney General's opinion, this "fee" is a tax and will fall under the tax rate limitation. While I don't think this is a major problem, we will need to review various issues related to the ballot measure if it passes.

cc: Duane Cole ✓
\cafire

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: September 20, 1990

X MOTION

DATE ACTION REQUESTED: October 1, 1990

RESOLUTION

ORDINANCE

INFORMATION

SUBJECT:

Public hearing on vacation of the east-west alley in Block 37 Edwards Addition, between Sixth and Seventh, Chehalem and Willamette Streets

RECOMMENDATION:

Initiate vacation procedures and set a final public hearing on the request for November 7, 1990, at 7:30 PM in the Newberg Public Library.

BACKGROUND:

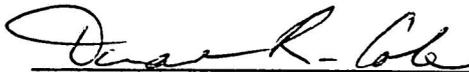
The City has received an application requesting the vacation of the above mentioned alley. The alley is unimproved and adjacent to tax lots 3220CB-900, -1000, -1300, and -1400 as depicted on the attached map. The owners of the abutting property have signed the application.

The City Council initiates vacation proceedings by setting a public hearing on the vacation. Upon establishment of a hearing date, staff will review the request, prepare a report, and advertise the hearing as required by ORS 271.130. To meet the notice requirements, the hearing cannot be scheduled prior to the November 7, 1990 meeting.

COST: None



Dennis Egner, Planning Director



Duane Cole, City Manager

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2

N.W. 1/4 SW 1/4 SEC. 20 T. 3S. R. 2W. W.M.

YAMHILL COUNTY

1" = 100'

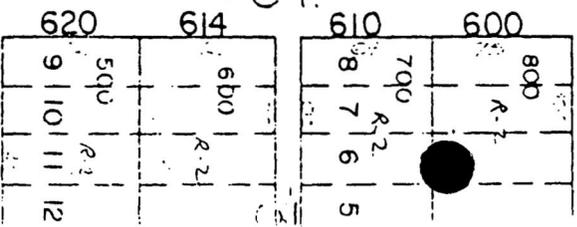
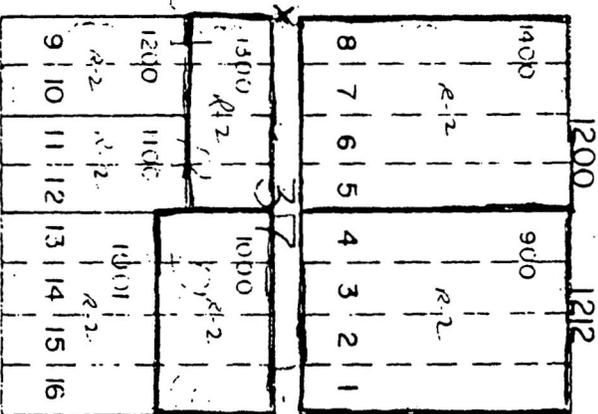
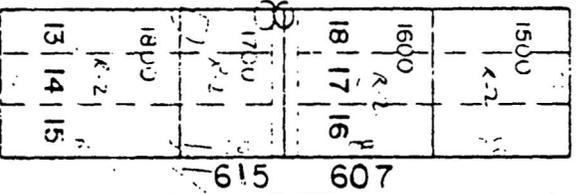
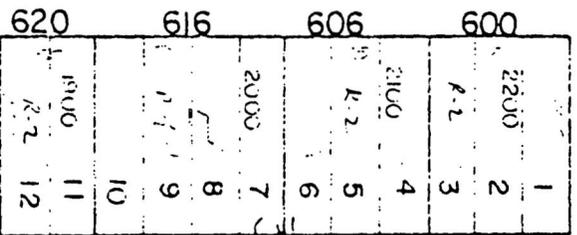
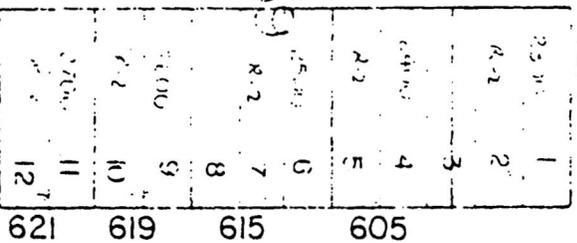
SEE MAP 3 2 20BC

6th

ST

N.W. 364.21
E. 42.728.26

1014



N.W. 364.21
E. 42.728.26

29

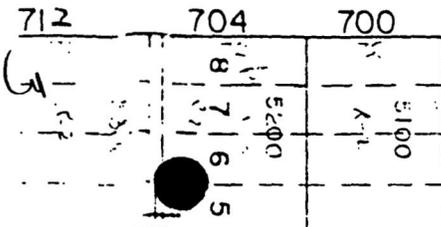
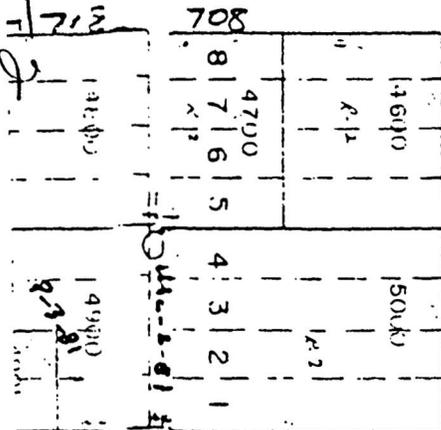
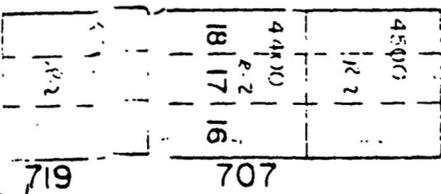
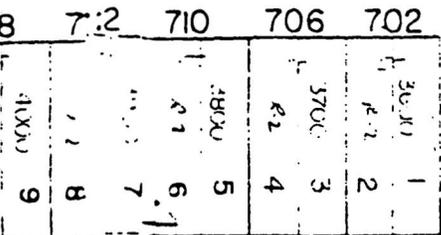
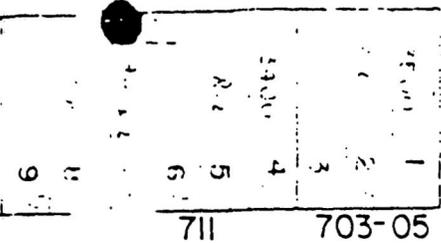
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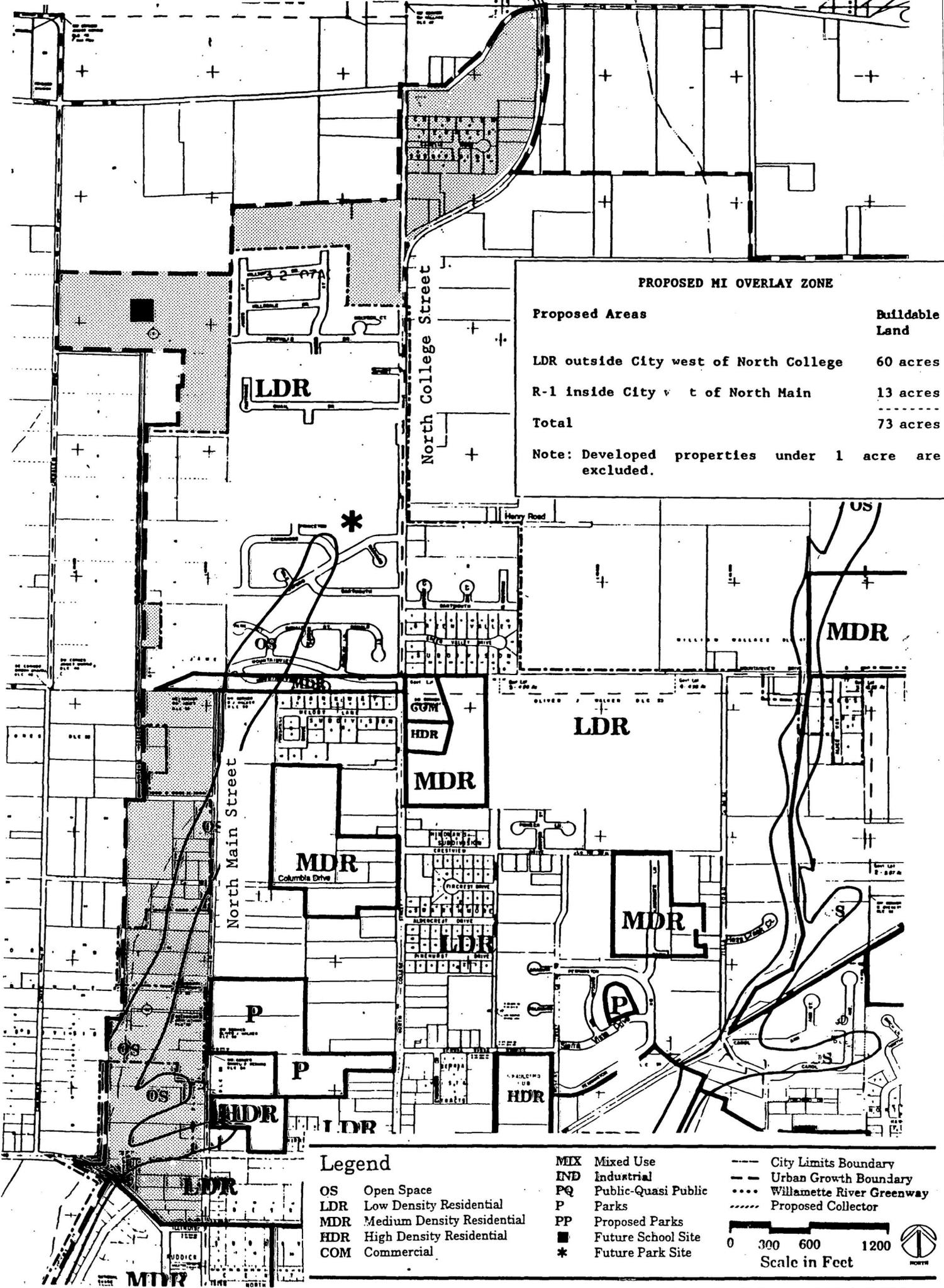
7th

ST

Chehalis ST

Willamette ST





PROPOSED MI OVERLAY ZONE

Proposed Areas	Buildable Land
LDR outside City west of North College	60 acres
R-1 inside City west of North Main	13 acres
Total	73 acres

Note: Developed properties under 1 acre are excluded.

Legend

- OS Open Space
- LDR Low Density Residential
- MDR Medium Density Residential
- HDR High Density Residential
- COM Commercial

- MIX Mixed Use
- IND Industrial
- PQ Public-Quasi Public
- P Parks
- PP Proposed Parks
- Future School Site
- * Future Park Site

- City Limits Boundary
- - - Urban Growth Boundary
- Willamette River Greenway
- Proposed Collector



November 1, 1990

Newberg City Council
Newberg, OR 97132

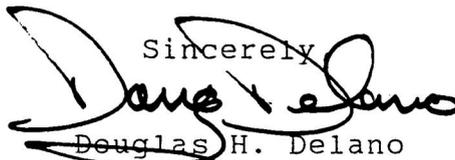
Dear Council Members:

My wife and I own a piece of property located at 729 N. Main, Newberg, OR. There is a 4 acre parcel connecting to our property to the north. On the property is a large open draw or drainageway for water running into Chehalem Creek. The drainageway has a large stand of Douglas Fir trees and it is our understanding that the sloped area was designated forest area or green way. After checking with the City Planner, I was informed that it is a designated open space area. One of my greatest concerns of the removal of the trees is the soil erosion, not to mention the aesthetic values that the trees add to the non-buildable area.

It is my understanding that the Council is reviewing the comprehensive plans. Might it be possible to endorse some restrictions of extensive tree cutting in the areas within the city that are designated as open space areas in order to limit the possibilities of erosion, enhance water shed protection and prevent the loss of trees that enhance those non-buildable areas providing green belts along drainageways ?

We appreciate your time and consideration of the property we have mentioned.

Sincerely



Douglas H. Delano