

MEMO TO: City Council

FROM: Rick Faus, City Attorney

DATE: July 3, 1984

SUBJECT: City Council Meeting July 9, 1984, 7:30 P.M.  
Council Chambers, Newberg, Oregon

Attached please find the agenda for the July 9, 1984 Council meeting. As you may already be aware, the meeting of July 2, 1984 could not convene for lack of quorum. Thus, the meeting has been rescheduled for July 9, 1984 to discuss the items on the July 2, 1984 agenda. Attached to this memorandum is the new agenda and a copy of memorandum dealing with Agenda Item XI-3. Please bring your July 2nd meeting packet to the July 9th meeting.

RDF:fj

CITY COUNCIL  
AGENDA  
COUNCIL CHAMBERS  
July 9, 1984  
7:30 P.M.

I. CALL MEETING TO ORDER

II. ROLL CALL

III. CONSENT CALENDAR:

1. Approve minutes of June 4, 1984 and June 18, 1984.
2. Communication from Oregon Motor Hotel Association.
3. Proclamation recognizing Linda Hughes-Sutfin for qualifying for the 1984 U.S. Olympic Team.
4. Memorandum regarding water certification for three Newberg employees.
5. Resolution paying tribute to Library Board Member, Leonard Attrell.
6. Communication from Senator Mark Hatfield.
7. Communication from Portland General Electric.

IV. APPOINTMENTS BY MAYOR:

V. REQUESTS FROM FLOOR AND COMMUNICATIONS:

VI. PUBLIC HEARINGS:

1. Public hearing on an ordinance amending the zoning ordinance of the City of Newberg to impose standards upon the establishment, expansion or relocation of adult entertainment businesses within the City of Newberg, Oregon, and declaring an emergency. (To be referred to Ordinance Committee)

VII. REPORTS FROM CITY MANAGER:

1. Report on upcoming meetings, Special Council Meeting, Tuesday, July 17, 1984, 6:00 P.M.

VIII. REPORTS FROM YAMHILL COUNTY COMMISSIONER:

IX. OLD BUSINESS:

X. NEW BUSINESS:

1. Approve Accounts Payable.

XI. RESOLUTIONS:

- 84-1076-1. Resolution approving standard drawings for public construction.
- 84-1077-2. Resolution approving job description for Engineering Technician.
- 84-1078-3. Resolution accepting low bid for remodeling and addition to Carnegie Library.
- 84-1079 4. Resolution approving amendment to Subdivision Agreement for Crestview Manor.
- 84-1075-5. Resolution paying tribute to Leonard Attrell (See Item III-5).

XII. ORDINANCES:

1. Ordinance regarding adult entertainment businesses (See Item VI-1).
2. Ordinance regulating and prohibiting cross connections to water supply.

ORD #2146



CITY COUNCIL  
AGENDA  
COUNCIL CHAMBERS  
July 2, 1984  
7:30 P.M.

I. CALL MEETING TO ORDER

II. ROLL CALL

III. CONSENT CALENDAR:

1. Approve minutes of June 4, 1984 and June 18, 1984.
2. Communication from Oregon Motor Hotel Association.
3. Proclamation recognizing Linda Hughes-Sutfin for qualifying for the 1984 U. S. Olympic Team.
4. Memorandum regarding water certification for three Newberg employees.
5. Resolution paying tribute to Library Board Member, Leonard Attrell.

IV. APPOINTMENTS BY MAYOR:

V. REQUESTS FROM FLOOR AND COMMUNICATIONS:

VI. PUBLIC HEARINGS:

VII. REPORTS FROM CITY MANAGER:

1. Report on upcoming meetings.

VIII. REPORTS FROM YAMHILL COUNTY COMMISSIONER:

IX. OLD BUSINESS:

X. NEW BUSINESS:

1. Approve Accounts Payable.

XI. RESOLUTIONS:

1. Resolution approving standard drawings for public construction.
2. Resolution approving job description for Engineering Technician.
3. Resolution accepting low bid for remodeling and addition to Carnegie Library.
4. Resolution approving amendment to Subdivision Agreement for Crestview Manor.
- ✓ 5. Resolution paying tribute to Leonard Attrell (See Item III-5)

XII. ORDINANCES:

1. Ordinance regarding adult entertainment.
2. Ordinance regulating and prohibiting cross connections to water supply.

# AGREEMENT

The following agreement is between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "City", and the OREGON CONFERENCE OF THE FREE METHODIST CHURCH, hereinafter called the "Conference". This agreement is for modification of earlier agreements concerning the development of the Crestview Manor Project, more fully described in Exhibit "A" attached hereto and by reference incorporated herein. Except as altered in this agreement, all earlier agreements between the parties concerning this subdivision shall remain in full force and effect.

WHEREAS, the parties recognize that the economy of the State of Oregon and the City of Newberg has been in a depressed state in recent years and that due to that depressed state, the project known as "Crestview Manor" has sold and developed slower than would have otherwise been the case.

WHEREAS, the parties recognize that the developers of Crestview Manor Project have developed said project in a professional and workmanlike manner; therefore, the parties agree to modify their earlier agreements as follows:

The requirement that all public and common improvements including streets, sewer, water and utilities be completed by March 1, 1984, is hereby extended to allow completion of those facilities on phasing as described later herein as follows:

PHASE I - The improvements shall be completed by June 20, 1984.

PHASE II - The improvements shall be completed no later than June 20, 1985.

PHASE III - The improvements shall be completed no later than June 20, 1986.

The Phases of this Project are more fully described in the color-coded map attached hereto, marked Exhibit "B", and by this reference incorporated herein.

The definition of public and common facilities within this agreement does not include sidewalks and landscaping. The sidewalks shall be completed, housing unit by housing unit, with occupancy permits for a particular housing unit only when the sidewalk for that unit has been completed. It is understood between the parties that sidewalks will not be completed for an entire PHASE at one time for the reason that if they were completed prior to the construction of a housing unit, they would have to be redone because of damage to them.

Landscaping of trees shall be completed for each housing unit within six (6) months of the date of completion of that particular unit adjacent to the tree or trees to be planted. No occupancy permit shall be issued on any subsequent unit if any earlier unit has not had installation of trees within six (6) months of an occupancy permit for that earlier unit.

Further, it is hereby committed by the City that building permits will be issued upon request on any Phase of the project at this time. In addition, it is agreed that occupancy permits (after final building inspection) for each Phase of the project will be granted at such time as the improvements hereinabove mentioned for that Phase have been completed and accepted by the City Engineer for the entire Phase, and other terms and conditions of this agreement and earlier agreements have been complied with.

The phasing for this project shall be as follows:

PHASE I shall include all of the area fronting on Aldersgate Street from its entrance from Crestview Drive to the southern end of Lots 9 and 42. The development of PHASE I would include occupancy permits for Lots 9 through 18, Lot 52, and Lots 42 through 47. It is acknowledged by the City that PHASE I public improvements have been completed and occupancy permits can be applied for at this time.

PHASE II would include the improvements on Johnson Drive from its access on the northern end of Aldersgate through the southern end of Lot 59 and the northern end of Lot 30 for electrical service, and the southern end of Lot 30 for streets, water and sewer. Lots 19 through 30, 48 through 51, and 53 through 59 would be considered a portion of PHASE II, and occupancy permits on those units would be allowed when the public and common improvements have been completed for that PHASE, and sewer, water and storm drains have been completed for the entire Crestview Manor Project.

Finally, PHASE III would include improvements on the remainder of Johnson Drive, and would include Lots 1 through 8, 31 through 41, and 60 through 62, with the understanding and agreement that when the public and common improvements are completed on that PHASE III, that occupancy permits would be available.

It is recognized that this agreement modifies the Subdivision Agreement of March 29, 1982, paragraphs 2 and 5. It is further recognized that this agreement modifies that agreement between the parties of March, 1982, and that in lieu of a bond being required posted for development of this project, that the City of Newberg continues to accept as an alternative to and in lieu of bond, good and other valuable consideration. As a part of this consideration, the Conference covenants and binds itself, through its Board of Administration, that this is an approved project of the OREGON CONFERENCE OF THE FREE METHODIST CHURCH and that the Board of Administration of said Church Conference stands fully behind this project and this agreement.

The Conference further acknowledges that the City has no obligation to issue any party an occupancy permit prior to the time-frame provided in the terms of this agreement, or until bonding is posted or another alternative security satisfactory to the City. In the event any third party would sue the City for failure to issue an occupancy permit during the specified period, the Conference shall fully defend, hold harmless, and indemnify the City if such claim was due to the terms of this agreement.

A map showing the phasing of this project and marked Exhibit "B" is attached hereto and by this reference incorporated herein.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

CITY OF NEWBERG, OREGON

OREGON CONFERENCE OF THE FREE  
METHODIST CHURCH

Bv: \_\_\_\_\_  
City Manager

Bv: \_\_\_\_\_  
Title: \_\_\_\_\_

Bv: \_\_\_\_\_  
City Attorney  
(as to form)

Bv: \_\_\_\_\_  
Title: \_\_\_\_\_

# DESCRIPTION SHEET

ALL OF CRESTVIEW MANOR in the City of Newberg, Yamhill County, Oregon, more particularly described as follows:

A tract of land in Section 17, Township 3 South, Range 2 West of the Willamette Meridian, described as follows:

Beginning at the initial point of this tract, said initial point being South  $00^{\circ} 00' 20''$  West, 30.00 feet from the Northwest corner of that certain tract of land described in deed to Newberg Free Methodist Church, recorded in Film Volume 107, Page 322, Yamhill County Deed Records, said initial point being also North  $00^{\circ} 00' 20''$  East, 1227.00 feet, and South  $89^{\circ} 51' 55''$  East, 904.11 feet from the  $1/4$  post between Sections 17 and 18, said initial point being also 30 feet Southerly from the centerline of Crestview Drive; thence South  $89^{\circ} 51' 55''$  East, 411.77 feet, parallel with said centerline to the East line of said church tract; thence South  $00^{\circ} 00' 20''$  West, 816.29 feet to the Southeast corner of said church tract; thence North  $89^{\circ} 51' 55''$  West, 411.77 feet to the Southwest corner of said church tract; thence North  $00^{\circ} 00' 20''$  East, 816.29 feet to the point of beginning.

# OREGON MOTOR HOTEL ASSOCIATION



H. J. BEYER  
Executive Director

12724  
S.E.  
Stark  
Street  
Portland  
97233  
Phone  
255-5135

June 12, 1984

13 JUN 84 11: 49

Dear Sir or Madam:

On behalf of the Oregon Motor Hotel Association, I wish to thank you for your participation in our survey of local transient room taxes.

As promised, I am enclosing a copy of our comprehensive report summarizing the various tax levels, distribution of revenue, and other useful information.

We look forward to your help again when we update this survey in the future. Thank you for your valuable assistance.

Sincerely,

Philip R. Peach  
Governmental Affairs

PP:jah  
Enclosure

111-2

SERVING OREGON

MOTELS • MOTOR HOTELS • RESORTS

# OREGON MOTOR HOTEL ASSOCIATION

## Oregon Room Tax Percentages and Revenue

May 16, 1984

| City or Co.  | Date of Original Ordinance | % R A T E |      |      |      | Operator % | TOTAL REVENUE |           |           |
|--------------|----------------------------|-----------|------|------|------|------------|---------------|-----------|-----------|
|              |                            | 1980      | 1981 | 1982 | 1983 |            | 1980          | 1981      | 1982      |
| Albany       | 1978                       | 5         | 5    | 5    | 5    |            | 61,958        | 69,472    | 61,379    |
| Astoria      | 1975                       | 5         | 6    | 6    | 6    | 5          | 49,712        | 102,173   | 91,263    |
| Bandon       | 1976                       | 5         | 5    | 5    | 6    | 5          | 25,111        | 26,382    | 28,183    |
| Bend         | 1976                       | 5         | 6    | 6    | 6    |            | 225,697       | 300,946   | 317,479   |
| Brookings    | 1980                       | 6         | 6    | 6    | 6    |            | 41,891        | 62,823    | 59,911    |
| Burns        | 1981                       |           | 5    | 5    | 5    | 1          |               | 21,995    | 34,889    |
| Coos Bay     | 1976                       | 5         | 5    | 5    | 5    |            | 108,027       | 111,209   | 103,356   |
| Corvallis    | 1973                       | 5         | 6    | 7    | 7    | 3.5        | 96,997        | 99,298    | 121,637   |
| Grants Pass  | 1981                       |           | 5    | 5    | 5    | 5          |               | 38,123    | 193,474   |
| Gresham      | 1973                       | 5         | 5    | 5    | 6    |            | 22,824        | 24,855    | 23,292    |
| La Grande    | 1978                       | 5         | 5    | 5    | 5    | 3          | 60,000        | 63,517    | 63,116    |
| Lincoln City | 1973                       | 5         | 6    | 6    | 6    | 5          | 372,171       | 460,146   | 481,608   |
| Medford      | 1975                       | 5         | 5    | 5    | 5    | 5          | 335,496       | 362,481   | 359,163   |
| Newberg      | 1976                       | 6         | 6    | 6    | 6    | 15         | 5,247         | 6,043     | 6,224     |
| Newport      | 1976                       | 5         | 5    | 5    | 5    | 5          | 202,672       | 253,447   | 270,922   |
| Pendleton    | 1976                       | 5         | 5    | 5    | 5    | 7          | 134,567       | 139,039   | 139,862   |
| Portland     | 1972                       | 6         | 6    | 6    | 6    |            | 2,087,137     | 2,016,643 | 2,037,185 |
| Prineville   | 1980                       | 5         | 5    | 5    | 5    | 6          | 14,800        | 25,000    | 22,000    |
| Redmond      | 1975                       | 6         | 6    | 6    | 6    | 5          | 28,446        | 34,309    | 35,385    |
| Reedsport    | 1983                       |           |      |      | 5    | 5          |               |           |           |
| Rockaway     | 1980                       | 5         | 5    | 5    | 5    | 5          | 39,000        | 40,367    | 35,278    |
| Roseburg     | 1982                       |           |      | 5    | 5    | 5          |               |           |           |
| Salem        | 1974                       | 5         | 5    | 5    | 5    | 5          | 222,753       | 240,245   | 211,830   |
| Seaside      | 1973                       | 5         | 5    | 6    | 6    | 5          | 117,552       | 127,486   | 147,348   |
| The Dalles   | 1977                       | 5         | 5    | 5    | 5    | 2          | 87,657        | 102,089   | 102,089   |

| City or<br>County | Date of<br>Original<br>Ordinance | % R A T E |      |      |      | Operator<br>% | TOTAL REVENUE |           |           |
|-------------------|----------------------------------|-----------|------|------|------|---------------|---------------|-----------|-----------|
|                   |                                  | 1980      | 1981 | 1982 | 1983 |               | 1980          | 1981      | 1982      |
| Tillamook         | 1976                             | 6         | 6    | 6    | 6    | 5             | 22,354        | 26,052    | 32,921    |
| Waldport          | 1976                             | 5         | 5    | 5    | 5    | 7.5           | 4518          | 5783      | 3403      |
| Wilsonville       | 1975                             | 5         | 5    | 5    | 5    | 5             | 43,371        | 41,548    | 49,056    |
| Wood Village      | 1975                             | 6         | 6    | 6    | 6    |               | 19,443        | 21,924    | 21,002    |
| Yachats           | 1976                             | 5         | 5    | 5    | 5    | 7.5           | 33,416        | 36,462    | 38,447    |
| Clackamas Co.     | 1980                             | 6         | 6    | 6    | 6    | 5             | 67,401        | 167,940   | 167,989   |
| Deschutes Co.     | 1975                             | 6         | 6    | 6    | 6    |               | 348,358       | 432,123   | 481,103   |
| Jefferson Co.     | 1982                             |           |      |      | 6    | 5             |               |           |           |
| Klamath Co.       | 1978                             | 6         | 6    | 6    | 6    | 1             | 253,936       | 272,331   | 244,926   |
| Lane Co.          | 1974                             | 5         | 5    | 5    | 5    | 1.3           | 569,208       | 827,561   | 809,140   |
| Lincoln Co.       | 1976                             | 5         | 5    | 5    | 5    | 5             | 251,434       | 284,722   | 292,731   |
| Multnomah Co.     | 1972                             | 6         | 6    | 6    | 6    |               | 860,500       | 879,500   | 839,600   |
| Washington Co.    | 1972                             | 5         | 8    | 8    | 5    | 5             | 458,250       | 775,187   | 644,489   |
|                   |                                  | 5.3       | 5.5  | 5.5  | 5.5  | 5.0           | 7,271,904     | 8,499,221 | 8,571,680 |



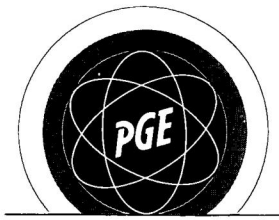
| City or County    | % Tourism<br>Promotion | % General<br>Fund | % Other | Description of Other                                                                                                                      |
|-------------------|------------------------|-------------------|---------|-------------------------------------------------------------------------------------------------------------------------------------------|
| Salem             | 40                     | 60                |         | General Fund portion is spent largely on parks maintenance and museums                                                                    |
| Seaside           | 16.5                   |                   | 83.5    | Convention Center                                                                                                                         |
| The Dalles        | 7                      | 93                |         |                                                                                                                                           |
| Tillamook         |                        | 100               |         |                                                                                                                                           |
| Waldport          |                        | 100               |         |                                                                                                                                           |
| Wilsonville       | 10                     | 90                |         |                                                                                                                                           |
| Wood Village      |                        | 100               |         |                                                                                                                                           |
| Yachats           |                        | 100               |         |                                                                                                                                           |
| Clackamas County  | 16                     | 1                 | 83      | County Fair                                                                                                                               |
| Deschutes County  | 20                     | 80                |         |                                                                                                                                           |
| Jefferson County  |                        |                   |         | Tax collected from motels within city limits goes to city, outside city limits goes to county.                                            |
| Klamath County    | 16.5                   | 1                 | 82.5    | 50% (of the 82.5%) to cities and 50% to county fairground fund.                                                                           |
| Lane County       |                        | 1                 | 99      | 40% (of the 99% ) goes to reserves for bond payments, and 60% to cities, which in turn fund the Lane County Visitors & Convention Bureau. |
| Lincoln County    | 4                      | 96                |         |                                                                                                                                           |
| Multnomah County  | 17                     | 83                |         |                                                                                                                                           |
| Washington County | 14                     | 49                | 37      | Cities of Beaverton, Forest Grove, Hillsboro, Tualatin, Tigard, Wilsonville                                                               |
|                   | 30.5                   | 64.8              | 64.2    |                                                                                                                                           |

**OREGON MOTOR HOTEL ASSOCIATION**

**Distribution of Room Tax Revenues  
May 16, 1984**

| City or County | % Tourism<br>Promotion | % General<br>Fund | % Other | Description of Other                                                                                                                                                                            |
|----------------|------------------------|-------------------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Albany         | 85                     | 15                |         |                                                                                                                                                                                                 |
| Astoria        | 33.5                   | 66.5              |         |                                                                                                                                                                                                 |
| Bandon         | 56                     | 44                |         |                                                                                                                                                                                                 |
| Bend           | 25                     | 75                |         |                                                                                                                                                                                                 |
| Brookings      |                        | 100               |         |                                                                                                                                                                                                 |
| Burns          | 22                     | 78                |         |                                                                                                                                                                                                 |
| Coos Bay       | 41                     | 59                |         |                                                                                                                                                                                                 |
| Corvallis      | 34                     | 66                |         |                                                                                                                                                                                                 |
| Grants Pass    | 25                     | 75                |         |                                                                                                                                                                                                 |
| Gresham        |                        | 100               |         |                                                                                                                                                                                                 |
| La Grande      | 66.5                   | 33.5              |         |                                                                                                                                                                                                 |
| Lincoln City   | 18                     |                   | 82      | Street Fund                                                                                                                                                                                     |
| Medford        | 25                     | 75                |         |                                                                                                                                                                                                 |
| Newberg        |                        | 83.5              | 16.5    | Chamber of Commerce "Old Fashioned Days"                                                                                                                                                        |
| Newport        | 47.5                   | 5                 | 47.5    | Capital expenditures for building and equipment, airport and public safety.                                                                                                                     |
| Pendleton      | 25                     | 75                |         |                                                                                                                                                                                                 |
| Portland       | 16.5                   | 83.5              |         |                                                                                                                                                                                                 |
| Prineville     |                        | 100               |         |                                                                                                                                                                                                 |
| Redmond        | 15                     | 85                |         |                                                                                                                                                                                                 |
| Reedsport      | 90                     | 10                |         |                                                                                                                                                                                                 |
| Rockaway       |                        |                   | 100     | Allocated by City Council to Fire Dept. Equipment, Police, Tourism promotion, parks and recreation, streets and parking improvements, land aquisition, capital improvements, and urban renewal. |
| Roseburg       | 37                     | 52                | 11      | Economic Development                                                                                                                                                                            |

- 111-2



## Portland General Electric Company

WESTERN DIVISION  
NEWBERG DISTRICT CENTER  
305 N. SPRINGBROOK RD.  
NEWBERG, OREGON 97132  
643-5454

July 2, 1984

Elvern Hall  
Mayor  
City of Newberg  
414 E. 1st St  
Newberg OR 97132

Dear Sir:

I want to thank the City Council and you for the support in the form of a resolution asking the Bonneville Power Administration to slow down the process in instituting a planned rate increase and the subsequent letter to the Federal Energy Regulatory Commission asking their support in this case.

This city's and others' actions caused the Federal Energy Regulatory Commission to suspend the rate increase, and for that, everyone is grateful. Thanks again.

Sincerely,

A. C. Moffat  
Newberg District Manager

ACM/9ctb7A29

UNITED STATES OF AMERICA  
BEFORE THE  
FEDERAL ENERGY REGULATORY COMMISSION

Methodology for Sales of Electric Power )  
to Bonneville Power Administration )

Docket No.  
RM84-16-000

DIRECT SERVICE INDUSTRIAL CUSTOMERS'  
EMERGENCY MOTION FOR REHEARING

16 JUL 84 3: 54 Pursuant to Rule 713 of the Commission's Rules of Practice, 18 C.F.R. § 385.713, the Direct Service Industrial Customers ("DSIs") of the Bonneville Power Administration ("Bonneville") request an emergency rehearing and reconsideration of the Commission's decision of June 28, 1984 denying Bonneville's request for interim approval of its revised average system cost ("ASC") methodology. The DSIs understand that the Commission's usual practice is to reconsider only issued orders. However, the June 28, 1984 decision is part of a process leading to the issuance of an order, and its devastating impact on the DSIs and BPA requires immediate reconsideration.

By vote of June 28, 1984, the Commission failed to give interim approval of the revised methodology which Bonneville has labored over since last October. Bonneville had asked that the revised methodology be made effective on

an interim basis, subject to refund, as of July 1, 1984--an admittedly short timetable.

The Commission's action at the June 28, 1984 meeting may have reflected a belief that Bonneville had not demonstrated the sort of emergency that that would justify interim approval by July 1, 1984. The ten major industrial corporations that purchase power directly from Bonneville who are parties to this docket respectfully suggest that the Commission erred in denying Bonneville's request. This request for rehearing focuses on three issues:

(1) Under the Pacific Northwest Electric Power and Conservation Act, 16 U.S.C. §§ 839, et seq. ("Northwest Power Act"), any delay in interim approval will cause irreparable harm to the DSIs. For each week of delay, the DSIs will pay current rates more than \$1 million higher than those they would pay under the revised methodology, with no possibility of refund. Further, under the investor-owned utilities' view of the "floor rate" provision of the Northwest Power Act, after July 1, 1984 the effect of paying those unjustified higher rates resulting from a faulty ASC methodology will be perpetuated and multiplied into the indefinite future.

(2) Any adverse effect on the investor-owned utilities from interim approval of the revised ASC methodology would be temporary and can be remedied by later refund or adjustment, if necessary. Yet, if interim approval of the revised methodology is delayed, the DSIs will pay higher

rates with no possibility of refund. This imbalance and the prospect of irreparable harm to the DSIs makes immediate interim approval essential.

(3) Any delay in interim (or final) approval has the potential for severely reducing the revenues available to Bonneville to repay its obligations to the U.S. Treasury. High DSI rates, caused in large part by the existing methodology, have forced three DSIs within the last month to announce major curtailments which will reduce Bonneville's annual revenues by \$42-\$45 million, or about \$12 million between the requested interim approval date and the date of Bonneville's next scheduled payment. This foreshadows further reductions in DSI load during the summer of 1984 if there is no rate relief.

1. The DSIs Will Be Irreparably Harmed If Interim Approval Is Denied.

The DSIs and most of Bonneville's other customers pay rates which are calculated to recover the net costs of the ASC exchange subsidy. The revised methodology proposed by BPA would reduce the subsidy by \$126 million in 1985. <sup>1/</sup>

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<sup>1/</sup> This excludes the effect of the proposed "phase-in" of the methodology by BPA. The DSIs, in their substantive comments to be filed on July 16, 1984, will address the "phase-in" approach.

The DSI's share of this reduction would be approximately \$60 million. Thus, the rates of the DSIs would be reduced by more than \$1 million per week if the revised methodology were put into effect. <sup>2/</sup> These customers have no possibility of obtaining any refund of the higher rates they will continue to pay due to any delay in implementation of the new methodology. Thus, by denying interim approval, the Commission is creating an irretrievable loss to the DSIs of over \$1 million per week, and the Commission is denying them the benefits of a revised methodology that Bonneville has determined to be necessary to the proper function of the exchange contracts under the Northwest Power Act.

The harm to the DSIs threatens to be multiplied many fold by operation of the "floor rate" provision of the Northwest Power Act. Under the Act, rates charged the DSIs after July 1, 1985 are subject to a "floor" that will be based on "the rates in effect for the contract year ending June 30, 1985." Section 7(c)(2), 16 U.S.C. § 839e(c)(2). The Pacific Northwest investor-owned utilities interpret this provision to mean that the floor rate in effect after July 1, 1985 must reflect the higher rates actually paid by

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<sup>2/</sup> This level of revenue is equal to the production power costs of a major aluminum smelter in the Pacific Northwest. In other words, Alcoa's power bill for its Vancouver, Washington facility, at full operation, is \$1 million per week.

the DSIs during the preceding twelve months. Thus, under the view advanced by the investor-owned utilities, a delay in approving the revised ASC methodology will cause two types of irreparable harm. Not only will the DSIs lose more than \$1 million for each week of delay in putting the revised ASC methodology in effect, but the floor rate that becomes effective after July 1, 1985 will reflect the higher rates caused by the delay. Thus, the economic harm resulting from delay will not be a one-time event, but will be reflected in the DSI floor rate into perpetuity.

If the Commission follows its own precedent, it will probably conclude that it lacks the power to correct this indefinite perpetuation and multiplication of the deleterious effect of delay. Pursuant to prior Commission orders and the directives of Section 7(c)(2) of the Act, the role of the Commission to review Bonneville rate determinations is limited in scope and appellate in nature. See, e.g., Rules of Electric Power to Bonneville Power Administration, 48 Fed. Reg. 46970 (October 17, 1983). If the Administrator's determination of the floor rate is characterized as a "rate design" issue, the Commission would lack review authority. Even assuming the floor rate was subject to Commission review, the Commission, as an appellate body, would appear to be limited to blanket approval or disapproval of the floor rate.



Accordingly, there is no guarantee that the Commission will have the power to "fine tune" the floor rate to eliminate the effect of today's delay in approving the revised ASC methodology.

2. Refund Provisions Completely Protect Exchanging Utilities From Any Adverse Effect Of Interim Approval Later Determined To Be Improper.

Other parties--primarily the investor-owned utilities and their residential customers--do not face any risk of loss if interim approval is granted. As the Commission observed in its June 8, 1984 Notice of Proposed Interim Rule, rates determined under the interim revised methodology would be subject to refund or adjustment. This provision completely protects the utilities from any adverse effect associated with interim approval. The utilities face no risk and suffer no harm if the Commission later disapproves some or all of the revised methodology.

The DSIs and Bonneville are not protected by the similar prospect of refund or adjustment. Each day of delay results in higher, but nonrefundable, rates and has a potentially irrevocable impact on post-1985 rates for the DSIs. Denying interim approval harms the DSIs (and, of course, Bonneville and the U. S. Treasury) without hope of remedy. Conversely, granting interim approval does not significantly harm the investor-owned utilities, as the provisions for

refund and adjustment protect them from loss. This gross imbalance of hardships plainly requires interim approval of the revised methodology.

3. Interim Approval Is Absolutely Critical To  
Bonneville's Repayment Plans.

Bonneville's timely repayment of its obligation to the U.S. Treasury was a primary reason for revision of the methodology. The excessive size of the exchange subsidy increases BPA's overall revenue requirement, thereby taxing Bonneville's ability to repay the Treasury and driving up DSI rates to the point where DSI loads dropped, thus reducing Bonneville's revenues. Within the last month high rates have forced three DSIs to curtail their operations, with an immediate and permanent loss of revenues to Bonneville of almost \$4 million each month. There has been virtually no reduction in operating costs to offset the lost revenues. Nor, in the present market, is BPA able to sell its surplus power at fully allocated cost.

Each day of delay in approving the revised ASC methodology carries with it the potential for causing further loss of DSI load and the loss of millions of dollars of revenue that would go directly to the repayment of BPA's overall obligations to the Treasury. Congress, the General Accounting Office, the Treasury Department, and the Grace Commission have all expressed concern about BPA's repayment ability. See 130 Cong. Rec. S7935 (daily ed. June 21,

1984). Bonneville is attempting to put its financial house in order, and keeping load on the BPA system is crucial to achieving that goal. The Commission should help rather than hinder BPA's efforts.

The DSIs urge the Commission to reconsider its decision of June 28, 1984, and to grant the interim approval requested by Bonneville.

Respectfully submitted,

Thomas A. Balmer /nc/

Jonathan A. Ater  
Grant E. Tanner  
Thomas A. Balmer  
LINDSAY, HART, NEIL & WEIGLER  
111 S.W. Columbia, Suite 700  
Portland, OR 97201  
(503) 226-1191

Michael C. Dotten  
Special Counsel to  
Heller, Ehrman, White &  
McAuliffe  
985 Lloyd Center Tower  
825 N.E. Multnomah Street  
Portland, Oregon 97232  
(503) 238-1700

Norman A. Pedersen  
Roger B. Coven  
KADISON, PFAELZER, WOODARD,  
QUINN & ROSSI  
2000 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006  
(202) 452-8300

Michael Peter Alcantar, P.C.  
1290 Lloyd Center Tower  
825 N.E. Multnomah Street  
Portland, Oregon 97232  
(503) 223-4445

ATTORNEYS FOR THE  
DIRECT SERVICE INDUSTRIES

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document on each party designated in the official service list compiled by the Secretary in this proceeding.

  
Norman A. Pedersen

July 2, 1984

MARK O. HATFIELD  
OREGON

ROOM 114, PIONEER COURTHOUSE  
PORTLAND, OREGON 97204

475 COTTAGE, N.E.  
SALEM, OREGON 97301

# United States Senate

WASHINGTON, D.C. 20510

July 5, 1984

The Honorable Elvern Hall  
Mayor of Newberg  
414 E. First Street  
Newberg, Oregon 97132

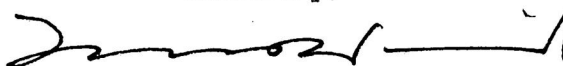
Dear Mayor Hall:

Thanks for sending me a copy of your recent letter to B.J. Smith regarding DEQ's construction grants priorities list and requesting that the City of Newberg's project be funded to the maximum extend possible with fy 1984 funds and that it be included under the "grandfather" clause for funding of the remainder of the project. I appreciate your bringing this matter to my attention.

I am assuming the DEQ will thoroughly review the City's request; however, if you feel I can be of any assistance in this matter, please do not hesitate to let me know.

With best regards.

Sincerely,



Mark O. Hatfield  
United States Senator

MOH:aw

JUNE, 1984

7-9-84

|                                                  |            |                               |             |
|--------------------------------------------------|------------|-------------------------------|-------------|
| Al's Family Dining                               | 27.52      | Newberg Auto Parts            | 155.76      |
| Allen Fruit Co.                                  | 3.00       | Newberg Family Practice       | 31.00       |
| Alpha Office Systems                             | 193.60     | Newberg Graphic               | 144.72      |
| Americas                                         | 8.95       | Newberg Human Resources       | 1,125.00    |
| Amps Co.                                         | 40.00      | Newberg Police Reserves       | 1,000.00    |
| Arthur H. Clark Co.                              | 26.50      | Newberg Ready Mix             | 189.00      |
| Baker's TV Center                                | 6.10       | Newberg Steel                 | 10.00       |
| Bob Burness Const. Inst.                         | 350.00     | Newberg Volunteer Fire Dept.  | 3,165.00    |
| Boise Cascade                                    | 628.75     | Nickel, Nancy                 | 75.00       |
| Branom Instrument                                | 98.00      | Norris Paint Co.              | 1,032.35    |
| Butler Chevrolet                                 | 25.00      | Northwest Business Systems    | 170.40      |
| Buy Wise Drug                                    | 11.08      | Northwest Natural Gas         | 219.97      |
| Camera Quarters                                  | 307.97     | Nudelman Bros.                | 280.00      |
| Carpenter's Hydrostatic Weigh                    | 300.00     | Nurnberg Scientific           | 108.42      |
| Cascade Tire                                     | 273.36     | Oregon Research               | 129.89      |
| Central Blueprint                                | 1,122.92 ✓ | Pacific Reflex Signs          | 154.85      |
| Chehalem Animal Clinic                           | 39.50      | Pacific Water Works           | 139.54      |
| Chehalem Printing                                | 202.60     | PayLess Drug                  | 146.75      |
| Chehalem Sr. Projects                            | 375.00     | Plastic Window Products       | 7.95        |
| Chehalem Valley Sr. Cit.                         | 1,525.34   | Portland General Electric     | 16,500.00 * |
| Coast to Coast                                   | 259.25     | Power Rents                   | 442.25      |
| Color Me A Season                                | 8.56       | Reader's Digest               | 13.93       |
| Consolidated Supply                              | 436.13     | Riley Studio                  | 10.95       |
| Coopers & Lybrand                                | 500.00     | Roberts Rent-All              | 30.00       |
| Copy Office Products <i>Librarian Typewriter</i> | 1,205.99   | S & K Shooters Supply         | 65.25       |
| Crabtree Rock                                    | 1,370.75   | SaveNet                       | 225.07      |
| Crowell Auto Parts                               | 49.16      | Scientific Supply             | 232.62      |
| Daily Journal of Commerce                        | 9.99       | Showcase of Flowers           | 15.00       |
| Demco                                            | 83.44      | Superior Books                | 119.83      |
| Dents                                            | 137.84     | Swift, Robert                 | 52.50       |
| FarmGro                                          | 29.90      | Times Publications            | 12.75       |
| Fowler Tire                                      | 10.00      | Trencher Equipment Co.        | 64.04       |
| Fox Union                                        | 25.00      | Uniforms Unlimited            | 71.35       |
| Gateway Ford                                     | 81.00      | Viguerie Co.                  | 15.00       |
| General Telephone                                | 1,235.16   | W. Grace                      | 760.21      |
| General Tool                                     | 20.63      | W. W. Grainger                | 32.77       |
| Gormley Co.                                      | 30.35      | Ward/Brownell                 | 41.88       |
| H.W. Wilson Co.                                  | 169.95     | West Publishing               | 74.50       |
| Hach                                             | 95.40      | Western Auto                  | 49.12       |
| Home Laundry                                     | 39.95      | Western States Fire Apparatus | 127.29      |
| Imperial Mechanical                              | 273.97     | Westside Automotive           | 73.08       |
| IBM                                              | 324.00     | Ziprint                       | 5.30        |
| Jackson, James                                   | 24.50      |                               |             |
| Johnson Furn. & Hdwe.                            | 52.34      |                               |             |
| Kilham Stationery                                | 11.17      |                               |             |
| London's Lawn & Garden                           | 12.65      |                               |             |
| Lumbermen's                                      | 410.68     |                               |             |
| Mac Rental                                       | 19.50      |                               |             |
| Metro-West Oil                                   | 1,862.65   |                               |             |
| Mid-Valley Workshop                              | 44.00      |                               |             |
| Midget Motors                                    | 436.40     |                               |             |
| Miller's Upholstery                              | 75.00      |                               |             |
| Nap's IGA                                        | 44.47      |                               |             |
| National Geographic Soc.                         | 40.42      |                               |             |
| Nessco Supply                                    | 1,223.62   |                               |             |
|                                                  |            | TOTAL:                        | 43,539.30   |

*J.R.*  
-2LR-

*pm*

JUNE, 1984

|                                                |          |                               |              |
|------------------------------------------------|----------|-------------------------------|--------------|
| Al's Family Dining                             | 27.52    | Newberg Auto Parts            | 155.76       |
| Allen Fruit Co.                                | 3.00     | Newberg Family Practice       | 31.00        |
| Alpha Office Systems                           | 193.60   | Newberg Graphic               | 144.72       |
| Americas                                       | 8.95     | Newberg Human Resources       | 1,125.00     |
| Amps Co.                                       | 40.00    | Newberg Police Reserves       | 1,000.00     |
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| Boise Cascade                                  | 628.75   | Nickel, Nancy                 | 75.00        |
| Branom Instrument                              | 98.00    | Norris Paint Co.              | 1,032.35 - ? |
| Butler Chevrolet                               | 25.00    | Northwest Business Systems    | 170.40       |
| Buy Wise Drug                                  | 11.08    | Northwest Natural Gas         | 219.97       |
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| Color Me A Season                              | 8.56     | Reader's Digest               | 13.93        |
| Consolidated Supply                            | 436.13   | Riley Studio                  | 10.95        |
| Coopers & Lybrand                              | 500.00   | Roberts Rent-All              | 30.00        |
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| Home Laundry                                   | 39.95    | Western States Fire Apparatus | 127.29       |
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| Jackson, James                                 | 24.50    |                               |              |
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| Kilham Stationery                              | 11.17    |                               |              |
| London's Lawn & Garden                         | 12.65    |                               |              |
| Lumbermen's                                    | 410.68   |                               |              |
| Mac Rental                                     | 19.50    |                               |              |
| Metro-West Oil                                 | 1,862.65 |                               |              |
| Mid-Valley Workshop                            | 44.00    |                               |              |
| Midget Motors                                  | 436.40   |                               |              |
| Miller's Upholstery                            | 75.00    |                               |              |
| Nap's IGA                                      | 44.47    |                               |              |
| National Geographic Soc.                       | 40.42    |                               |              |
| Nessco Supply                                  | 1,223.62 | TOTAL:                        | 43,539.30    |

## United States Senate

WASHINGTON, D.C.

June 20, 1984

Dear Friend:

Knowing of your interest in quality education, I am writing to bring you up to date on the status of this matter.

Congress is considering a number of proposals but two bills stand out as potential vehicles for helping improve education.

H.R. 881 and its companion Senate bill, S. 553 are more commonly known as the American Defense Education Act. These measures were developed by Congressman Perkins and Senator Hart in consultation with the National Education Association.

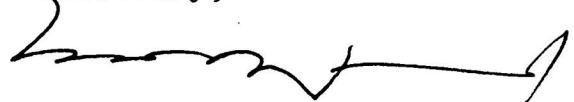
The major thrust of the bills is to provide \$2 billion in federal funds the first year, to state and local school officials to strengthen their ability to meet the new demands of our public education system. This figure would increase to \$4 billion in subsequent years. The bill is patterned after the National Defense Education Act, which was passed in the late fifties as a response to the Sputnik-created concern over our math, science and engineering education.

I have decided to cosponsor this legislation, however, I do have concern over the cost of the measure in fiscal years with deficits nearing \$200 billion. I am committed to a strong federal role in education, as I believe firmly that education is the foundation of a free society. We have a clear national interest in providing a quality education for our children. Our security depends upon it.

I hope this information will be helpful.

Kind regards.

Sincerely,



Mark O. Hatfield  
United States Senator



**UNITED STATES SENATE**

WASHINGTON, D.C. 20510

**PUBLIC DOCUMENT**

**OFFICIAL BUSINESS**

625384-3LA MLUR  
THE MAYOR AND CITY COUNCIL  
CITY HALL  
NEWBERG, OREGON 97132

E8

  
U.S.S.

**Address Correction Requested  
Do Not Forward  
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**POSTMASTER: DO NOT MARK ON OR  
ABOVE THE LABEL - OCR.**

PORTLAND GENERAL ELECTRIC COMPANY

121 S.W. SALMON STREET

PORTLAND, OREGON 97204

(503) 226-8814

June 29, 1984

JAMES W. DURHAM  
SENIOR VICE PRESIDENT  
AND GENERAL COUNSEL

The Honorable Elvern Hall  
Mayor, City of Newberg  
414 E. First St.  
Newberg, OR 97132

Dear Mayor Hall:

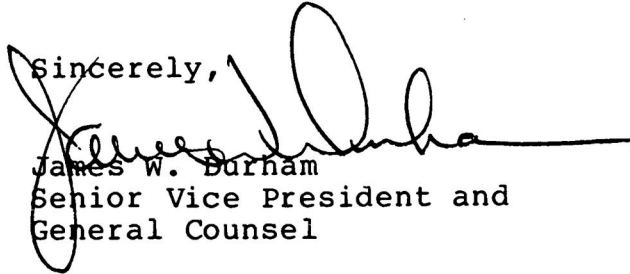
Yesterday, the Federal Energy Regulatory Commission voted not to grant the Bonneville Power Administration's request for interim approval to reduce the benefits our customers receive under the Regional Power Act. Instead of a rate increase in July, PGE's residential and farm customers will see their rates go down about 4 percent. This great news is in large part a result of the concern expressed in the resolution adopted by the City of Newberg. Your constituents and our customers owe you their sincerest thanks.

Resolutions opposing BPA's action were adopted by 35 city councils, five county commissions and more than 40 social service agencies. Another 23,000 Oregonians signed petitions asking FERC to prevent BPA from making its planned changes without a full hearing before an independent body. If not for the tremendous amount of opposition, it is quite possible FERC would have made a different decision.

Next we must prove to FERC that BPA's proposal is without merit. To ensure an independent review, we have asked FERC to immediately appoint a Joint State Board with representatives from the four Northwest states. It is important the Board begin gathering information as soon as possible so it can make a complete report to the Commission.

As we continue our efforts to prevent this unwarranted rate increase we may again ask for your support. For now, however, please accept our thanks and gratitude for all you have done.

Sincerely,

  
James W. Durham  
Senior Vice President and  
General Counsel

III-7

MEMO

TO: City Council

DATE: July 5, 1984

FROM: City Manager

SUBJECT: Upcoming Meeting

I had previously written the City Council regarding the need for a meeting the week of July 16th. I recommend the evening of July 17th as the meeting date. I have a personal commitment on the evening of July 16th, there is a Redevelopment meeting on July 18th, and a City/County meeting on July 19th. Also, I have talked to Alan Hershey regarding July 17th, and he will be able to make this date.

Once again, the purpose of the meeting would be to do the following:

1. Adopt ordinance regarding sewer treatment plant bonds.
2. Evaluation of City Manager.
3. Finalize 1984-85 City Goals and Priorities.

In order to accomplish all of the above, I believe it would necessitate a meeting starting at 6:00 p.m. and going until at least 9:00 p.m. If the City Council feels that this is taking on too much subject matter for one evening, I would recommend the evaluation of the City Manager be done on July 24th or 25th.

Pending your decision on the above, I will provide you with information on the bond ordinance, goal setting results, and evaluation forms by July 13th (the bond ordinance may not be completed and reviewed until after this date, but we will do what we can.)



Michael Warren  
City Manager

MW:fj

MEMORANDUM  
July 2, 1984

TO: CITY MANAGER

FROM: CITY ENGINEER

SUBJECT: BID RESULTS FOR THE ADDITION/REMODEL TO THE NEWBERG PUBLIC LIBRARY

Enclosed you will find a copy of the bid tabulation of the bids received for the addition and remodeling of the Newberg Public Library. You will notice in the bid tab that we show the basic bid followed by alternates 1 through 7. Copies of the bid forms that were submitted are also enclosed.

Alternate number 1 is for the lower level extension which would allow future expansion of the Library at a later date, and would also allow currently for storage area for records.

Alternate 2 is for the audio booth in the upper level.

Alternate 3 is the finishing of the meeting room in the lower level.

Alternate 4 is for the landscaping and irrigation system.

Alternate 5 is for the cabinets in the Library.

Alternate 6 is for the dumbwaiter.

Alternate 7 is for construction of the amphitheater.

At this time the Librarian, myself, and the architect are recommending to you and in turn the City Council, that we award the base bid and alternates number 1, 3, 5, and 7 to McGinnis-Mills Construction Co. for a low bid of \$1,037,611.

We are recommending the inclusion of alternates 1, 3, 5, and 7 at this time because they are an integral part of the Library. This will be the only time that we could construct alternate number 1, the lower level extension. Once the Library is constructed that option will never be open to us again.

X1-3

Memorandum  
July 2, 1984  
Page 2

Alternate number 3 is the meeting room area, and this area can be used in helping the City meet its handicap requirements for access to public meeting places. In addition, this was a room whose versatility was pointed out to members of the public and was strongly supported by the public in the passage of the bond issue.

Alternate number 5 is the cabinets and they are, again, an integral part of the Library building itself.

Alternate number 7 is the amphitheater, and the concrete and brick construction of it make it an integral part of the Library. This coupled with the low price received for that construction makes it an element we feel should be included.

Therefore, we recommend that we award the bid to McGinnis-Mills with alternates 1, 3, 5, and 7 for an amount of \$1,037,611. The City Attorney has enclosed a resolution which is in your Council packets for the approval of this bid.

Gregory E. DiLoreto, P.E.  
City Engineer

rs/m2

# BID TAB

I hereby certify that the bid tabulation below is a true representation of the basic bids and alternates received for the Newberg Public Library received at 2:00 p.m., July 2, 1984. The bid tab below ranks the bids from low to high based on the basic bid selection of Alternates 1, 3, 5, 7. Bid prices for Alternates 2, 4, and 6 are listed for your information.

Gregory E. DiLoreto, P.E.  
City Engineer

## BID TABULATION NEWBERG PUBLIC LIBRARY BID: July 2, 1984 2:00 p.m.

| <u>Bidder</u>    | <u>Basic Bid</u> | <u>Alt 1</u> | <u>Alt 3</u> | <u>Alt 5</u> | <u>Alt 7</u> | <u>TOTAL</u> | <u>Alt 2</u> | <u>Alt 4</u> | <u>Alt 6</u> |
|------------------|------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| McInnis-Mills    | 960,695          | 13,725       | 17,447       | 40,087       | 5,657        | 1,037,611    | 9,337        | 20,475       | 15,960       |
| Gene Matney      | 992,000          | 12,800       | 8,900        | 39,000       | 14,000       | 1,066,700    | 20,800       | 20,700       | 15,400       |
| Silco Const.     | 1,009,690        | 12,522       | 16,500       | 35,840       | 14,500       | 1,089,052    | 11,076       | 21,500       | 16,700       |
| Berger Bros.     | 1,058,000        | 15,076       | 18,390       | 34,448       | 14,501       | 1,140,415    | 11,956       | 21,149       | 16,128       |
| Woodburn Const.  | 1,053,360        | 14,075       | 19,305       | 42,550       | 22,000       | 1,151,290    | 9,550        | 21,060       | 16,420       |
| Branden & Bauer  | 1,070,000        | 16,500       | 20,000       | 40,000       | 18,000       | 1,164,500    | 8,500        | 21,000       | 18,000       |
| Contractors Inc. | 1,117,500        | 16,000       | 14,800       | 34,300       | 8,200        | 1,190,800    | 12,500       | 20,600       | 16,000       |

1 PROJECT TITLE: NEWBERG PUBLIC LIBRARY  
2 PROJECT LOCATION: 503 EAST HANCOCK STR. NEWBERG, OREGON  
3 BID OPENING LOCATION: 503 EAST HANCOCK STR. NEWBERG, OREGON  
4 BID OPENING TIME AND DATE: UNTIL 2:00 P.M., PREVAILING TIME,  
5 ~~27 JUNE~~ 1984  
6 **2 JULY**

## P R O P O S A L

BIDDER'S NAME: McINNIS-MILLS CONSTRUCTION COMPANYBIDDER'S ADDRESS: 3025 S.W. First Ave.Portland, OR 97201

OWNER'S NAME: CITY OF NEWBERG

OWNER'S ADDRESS: 414 EAST FIRST STR., NEWBERG, OREGON

## BASIC BID

THE UNDERSIGNED (CHECK ONE OF THE FOLLOWING AND INSERT INFORMATION REQUESTED),

- 21   x   A. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS  
22 OF THE STATE OF Oregon; OR  
23  
24        B. A PARTNERSHIP REGISTERED UNDER THE LAWS OF THE STATE  
25 OF       ; OR  
26  
27        C. AN INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME  
28 REGISTERED UNDER THE LAWS OF THE STATE OF         
29       ;

30 HEREBY PROPOSES TO FURNISH ALL MATERIAL AND LABOR AND PERFORM ALL  
31 WORK AS HEREINAFTER INDICATED FOR: CARNEGIE LIBRARY REMODEL, IN  
32 STRICT ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS PREPARED BY  
33 DANIELSON, DRISCOLL, HESS ARCHITECTS A BASE BID AS FOLLOWS:  
34

35 NINE HUNDRED SIXTY THOUSAND SIX HUNDRED NINETY-FIVE AND 10/100 DOLLARS  
36

37 (\$ 960,695.00) AND THE UNDERSIGNED AGREES TO BE  
38 BOUND BY THE FOLLOWING DOCUMENTS:

ADVERTISEMENT FOR BIDS

NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS

BID BOND

AGREEMENT

PERFORMANCE AND PAYMENT BONDS

GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS

DRAWINGS NUMBERED

PROJECT MANUAL

ADDENDA NUMBERED 1 THROUGH 3, INCLUSIVE.

## 1 ALTERNATE BIDS

2 IN ADDITION TO THE BASE BID INDICATED ABOVE, THE UNDERSIGNED  
3 PROPOSES TO FURNISH ALL LABOR AND MATERIAL AND PERFORM ALL WORK  
4 RELATING TO THE FOLLOWING ALTERNATES AS DESIGNATED IN SECTION 01100.

|                                                         | ADD                 | DEDUCT              |
|---------------------------------------------------------|---------------------|---------------------|
| 5 ALTERNATE 1: LOWER LEVEL EXTENSION                    | (\$ <u>13,725</u> ) | (\$ <u>      </u> ) |
| 6 ALTERNATE 2: AUDIO BOOTH, RM. NO. 3 U.L.              | (\$ <u>9,337</u> )  | (\$ <u>      </u> ) |
| 7 ALTERNATE 3: MEETING ROOM, RM. NO. L.L.               | (\$ <u>17,447</u> ) | (\$ <u>      </u> ) |
| 8 ALTERNATE 4: LANDSCAPING/IRRIGATION                   | (\$ <u>20,475</u> ) | (\$ <u>      </u> ) |
| 9 ALTERNATE 5: CABINETS                                 | (\$ <u>40,081</u> ) | (\$ <u>      </u> ) |
| 10 ALTERNATE 6: DUMBWAITER                              | (\$ <u>15,960</u> ) | (\$ <u>      </u> ) |
| 11 ALTERNATE 7: AMPHITHEATRE                            | (\$ <u>5,657</u> )  | (\$ <u>      </u> ) |
| 12 ADDITIONAL COMPACTED FILL: CUBIC YARD <u>\$10/cy</u> | (\$ <u>10/cy</u> )  | (\$ <u>      </u> ) |

13 IT IS UNDERSTOOD THAT THE BASE BID MAY BE ADJUSTED FOR ANY ALTER-  
14 NATES IN DETERMINING THE AMOUNT OF THE CONTRACT. ANY OR ALL SUCH  
15 ALTERNATES MAY BE ACCEPTED OR REINSTATED BY THE OWNER AT ANY TIME  
16 WITHIN (60) DAYS FROM THE DATE OF THE CONTRACT AWARD BY THE OWNER  
17 AND IF ACCEPTED OR REINSTATED, PAYMENT SHALL BE MADE THEREFORE AT  
18 THE RESPECTIVE AMOUNTS NAMED HEREIN. IF, PRIOR TO ACCEPTANCE OF ANY  
19 ALTERNATE BID, OTHER WORK IS UNDERTAKEN WHICH AFFECTS THE ALTERNATE  
20 BID WORK, THE ALTERNATE BID AMOUNTS WILL BE ADJUSTED ACCORDINGLY.

## 21 OVERHEAD AND PROFIT

22 THE ABOVE BID PRICES INCLUDE ALL FEES, TAXES, PROFIT, OVERHEAD AND  
23 SIMILAR ITEMS REQUIRED TO COMPLETE THE WORK.

## 24 TIME OF COMPLETION

25 THE UNDERSIGNED AGREES, IF AWARDED CONTRACT, TO FULLY COMPLETE IT  
26 WITHIN 270 CONSECUTIVE CALENDAR DAYS AFTER NOTICE TO PROCEED IS  
27 RECIEVED.

## 28 BID SECURITY

29 ACCOMPANYING HERewith IS BID SECURITY WHICH IS NOT LESS THAN TEN  
30 (10) PERCENT OF THE TOTAL AMOUNT OF THE BASE BID PLUS ADDITIVE  
31 ALTERNATE BIDS IF ANY.

## 32 CONTRACT AND BOND

33 THE UNDERSIGNED AGREES, IF AWARDED THE CONTRACT, TO EXECUTE AND  
34 DELIVER TO THE OWNER WITHIN TEN(10) DAYS AFTER RECIEVING THE  
35 CONTRACT FORMS AN AGREEMENT AND A SATISFACTORY PERFORMANCE AND  
36 PAYMENT BOND IN AN AMOUNT EQUAL TO ONE HUNDRED (100) PERCENT OF THE  
37 CONTRACT SUM USING FORMS PROVIDED BY THE OWNER.

38 THE SURETY REQUESTED TO ISSUE THE PERFORMANCE AND PAYMENT BOND WILL  
39 BE: (NAME OF SURETY COMPANY) SAFFCO INSURANCE of AMERICA



1 THE UNDERSIGNED HEREBY AUTHORIZES SAID SURETY COMPANY TO DISCLOSE  
2 ANY INFORMATION TO THE OWNER CONCERNING THE UNDERSIGNED'S ABILITY  
3 TO SUPPLY A PERFORMANCE AND PAYMENT BOND IN THE AMOUNT OF THE  
4 CONTRACT.

5  
6 BID SECURITY FORFEITURE

7 THE UNDERSIGNED FURTHER AGREES THAT THE BID SECURITY ACCOMPANYING  
8 THIS BID IS LEFT IN ESCROW WITH THE OWNER; THAT THE AMOUNT THEREOF  
9 IS THE MEASURE OF LIQUIDATED DAMAGES WHICH THE OWNER WILL SUSTAIN  
10 BY THE FAILURE OF THE UNDERSIGNED TO EXECUTE AND DELIVER THE ABOVE-  
11 NAMED AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR PAYMENT  
12 BOND OR BONDS, AND THAT IF THE UNDERSIGNED DEFAULTS IN EITHER  
13 EXECUTING THE AGREEMENT OR PROVIDING A PERFORMANCE AND MATERIAL AND  
14 LABOR PAYMENT BOND OR BONDS WITHIN TEN (10) DAYS AFTER RECEIVING  
15 THE CONTRACT FORMS, THEN THE FULL VALUE OF THE BID SECURITY MAY  
16 BECOME THE PROPERTY OF THE OWNER AT THE OWNER'S OPTION; BUT IF THE  
17 BID IS NOT ACCEPTED WITHIN THIRTY (30) DAYS OF THE TIME SET FOR  
18 THE OPENING OF THE BIDS OR IF THE UNDERSIGNED EXECUTES AND TIMELY  
19 DELIVERS SAID AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR  
20 PAYMENT BOND OR BONDS, THE SECURITY WILL BE RETURNED.

21  
22 NONCOLLUSION

23 THE UNDERSIGNED CERTIFIES THAT (1) THIS BID HAS BEEN ARRIVED AT  
24 INDEPENDENTLY AND IS BEING SUBMITTED WITHOUT COLLUSION WITH, AND  
25 WITHOUT ANY AGREEMENT, UNDERSTANDING OR PLANNED COMMON COURSE OF  
26 ACTION WITH, ANY OTHER VENDOR OF MATERIALS, SUPPLIES, EQUIPMENT  
27 OR SERVICES TO LIMIT INDEPENDENT BIDDING OR COMPETITION, AND (2)  
28 THE CONTENTS OF THIS BID HAVE NOT BEEN COMMUNICATED BY THE UNDER-  
29 SIGNED OR ITS EMPLOYEES OR AGENTS TO ANY PERSON NOT AN EMPLOYEE  
30 OR AGENT OF THE UNDERSIGNED OR ITS SURETY ON ANY BOND FURNISHED  
31 WITH THE BOND AND WILL NOT BE COMMUNICATED TO SUCH PERSON PRIOR  
32 TO THE OFFICIAL OPENING OF THE BID.

33  
34 STATE COMPLIANCE

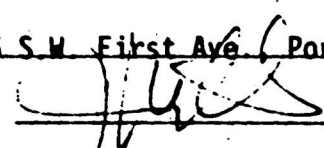
35 THIS BID PROPOSAL HEREBY INCLUDES IN ANY CONTRACT OFFERED, THAT  
36 PROVISIONS OF ORS 279.350 THROUGH ORS 279.354; ORS 279.312; ORS  
37 279.316; AND ORS 279.320, SHALL BE COMPLIED WITH.

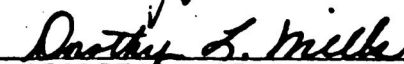
38  
39 SIGNATURES

40  
41 NAME OF FIRM McINNIS-MILLS CONSTRUCTION CO.

42 ADDRESS 3025 S.W. First Ave. Portland, OR 97201

43 TELEPHONE (503)228-8232

44 "BY 

45  
46 IF CORPORATION, ATTEST 

47 SECRETARY OF CORPORATION

48  
49  
50  
51 \* IF BID IS BY A PARTNERSHIP, THEN ONE OF THE PARTNERS MUST SIGN  
52 THE BID.

53  
54 END OF SECTION

1 PROJECT TITLE: NEWBERG PUBLIC LIBRARY  
2 PROJECT LOCATION: 503 EAST HANCOCK STR. NEWBERG, OREGON  
3 BID OPENING LOCATION: 503 EAST HANCOCK STR. NEWBERG, OREGON  
4 BID OPENING TIME AND DATE: UNTIL 2:00 P.M., PREVAILING TIME,  
5 ~~27 JUNE~~ 1984  
6 **2 JULY**

## P R O P O S A L

7  
8  
9 BIDDER'S NAME: Gene Matney Construction Co.

10  
11 BIDDER'S ADDRESS: 5120 S.W.163 Avenue  
12 Beaverton, Oregon 97007

13 OWNER'S NAME: CITY OF NEWBERG

14 OWNER'S ADDRESS: 414 EAST FIRST STR., NEWBERG, OREGON

## BASIC BID

17  
18 THE UNDERSIGNED (CHECK ONE OF THE FOLLOWING AND INSERT INFORMATION  
19 REQUESTED),

20  
21 X A. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS  
22 OF THE STATE OF Oregon; OR

23  
24        B. A PARTNERSHIP REGISTERED UNDER THE LAWS OF THE STATE  
25 OF       ; OR

26  
27        C. AN INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME  
28 REGISTERED UNDER THE LAWS OF THE STATE OF       

29  
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45  
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52  
53  
54  
HEREBY PROPOSES TO FURNISH ALL MATERIAL AND LABOR AND PERFORM ALL  
WORK AS HEREINAFTER INDICATED FOR: CARNEGIE LIBRARY REMODEL, IN  
STRICT ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS PREPARED BY  
DANIELSON, DRISCOLL, HESS ARCHITECTS A BASE BID AS FOLLOWS:

Nine Hundred Ninety Two Thousand DOLLARS

(\$ 992,000) AND THE UNDERSIGNED AGREES TO BE  
BOUND BY THE FOLLOWING DOCUMENTS:

ADVERTISEMENT FOR BIDS

NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS

BID BOND

AGREEMENT

PERFORMANCE AND PAYMENT BONDS

GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS

DRAWINGS NUMBERED

PROJECT MANUAL

ADDENDA NUMBERED 1 THROUGH 3, INCLUSIVE

## 1 ALTERNATE BIDS

2 IN ADDITION TO THE BASE BID INDICATED ABOVE, THE UNDERSIGNED  
3 PROPOSES TO FURNISH ALL LABOR AND MATERIAL AND PERFORM ALL WORK  
4 RELATING TO THE FOLLOWING ALTERNATES AS DESIGNATED IN SECTION 01100

|    |                                             | ADD                 | DEDUCT      |
|----|---------------------------------------------|---------------------|-------------|
| 5  |                                             |                     |             |
| 6  | ALTERNATE 1: LOWER LEVEL EXTENSION          | (\$ <u>12,520</u> ) | (\$ _____ ) |
| 7  |                                             |                     |             |
| 8  | ALTERNATE 2: AUDIO BOOTH, RM. NO. 3 U.L.    | (\$ <u>24800</u> )  | (\$ _____ ) |
| 9  |                                             |                     |             |
| 10 | ALTERNATE 3: MEETING ROOM, RM. NO. L.L.     | (\$ <u>5400</u> )   | (\$ _____ ) |
| 11 |                                             |                     |             |
| 12 | ALTERNATE 4: LANDSCAPING/IRRIGATION         | (\$ <u>2,700</u> )  | (\$ _____ ) |
| 13 |                                             |                     |             |
| 14 | ALTERNATE 5: CABINETS                       | (\$ <u>4,000</u> )  | (\$ _____ ) |
| 15 |                                             |                     |             |
| 16 | ALTERNATE 6: DUMBWAITER                     | (\$ <u>15,400</u> ) | (\$ _____ ) |
| 17 |                                             |                     |             |
| 18 | ALTERNATE 7: AMPHITHEATRE                   | (\$ <u>14,000</u> ) | (\$ _____ ) |
| 19 |                                             |                     |             |
| 20 | ADDITIONAL COMPACTED FILL: CUBIC YARD _____ | (\$ <u>12.75</u> )  | (\$ _____ ) |

21  
22 IT IS UNDERSTOOD THAT THE BASE BID MAY BE ADJUSTED FOR ANY ALTER-  
23 NATES IN DETERMINING THE AMOUNT OF THE CONTRACT. ANY OR ALL SUCH  
24 ALTERNATES MAY BE ACCEPTED OR REINSTATED BY THE OWNER AT ANY TIME.  
25 WITHIN (60) DAYS FROM THE DATE OF THE CONTRACT AWARD BY THE OWNER  
26 AND IF ACCEPTED OR REINSTATED, PAYMENT SHALL BE MADE THEREFORE AT  
27 THE RESPECTIVE AMOUNTS NAMED HEREIN. IF, PRIOR TO ACCEPTANCE OF ANY  
28 ALTERNATE BID, OTHER WORK IS UNDERTAKEN WHICH AFFECTS THE ALTERNATE  
29 BID WORK, THE ALTERNATE BID AMOUNTS WILL BE ADJUSTED ACCORDINGLY.

## 30 OVERHEAD AND PROFIT

31  
32 THE ABOVE BID PRICES INCLUDE ALL FEES, TAXES, PROFIT, OVERHEAD AND  
33 SIMILAR ITEMS REQUIRED TO COMPLETE THE WORK.

## 34 TIME OF COMPLETION

35  
36 THE UNDERSIGNED AGREES, IF AWARDED CONTRACT, TO FULLY COMPLETE IT  
37 WITHIN 365 CONSECUTIVE CALENDAR DAYS AFTER NOTICE TO PROCEED IS  
38 RECIEVED.

## 39 BID SECURITY

40  
41 ACCOMPANYING HERewith IS BID SECURITY WHICH IS NOT LESS THAN TEN  
42 (10) PERCENT OF THE TOTAL AMOUNT OF THE BASE BID PLUS ADDITIVE  
43 ALTERNATE BIDS IF ANY.

## 44 CONTRACT AND BOND

45  
46 THE UNDERSIGNED AGREES, IF AWARDED THE CONTRACT, TO EXECUTE AND  
47 DELIVER TO THE OWNER WITHIN TEN(10) DAYS AFTER RECIEVING THE  
48 CONTRACT FORMS AN AGREEMENT AND A SATISFACTORY PERFORMANCE AND  
49 PAYMENT BOND IN AN AMOUNT EQUAL TO ONE HUNDRED (100) PERCENT OF THE  
50 CONTRACT SUM USING FORMS PROVIDED BY THE OWNER.

51 THE SURETY REQUESTED TO ISSUE THE PERFORMANCE AND PAYMENT BOND WILL  
52 BE: (NAME OF SURETY COMPANY) Industrial Indemnity

1 THE UNDERSIGNED HEREBY AUTHORIZES SAID SURETY COMPANY TO DISCLOSE  
2 ANY INFORMATION TO THE OWNER CONCERNING THE UNDERSIGNED'S ABILITY  
3 TO SUPPLY A PERFORMANCE AND PAYMENT BOND IN THE AMOUNT OF THE  
4 CONTRACT.

5  
6 BID SECURITY FORFEITURE

7 THE UNDERSIGNED FURTHER AGREES THAT THE BID SECURITY ACCOMPANYING  
8 THIS BID IS LEFT IN ESCROW WITH THE OWNER; THAT THE AMOUNT THEREOF  
9 IS THE MEASURE OF LIQUIDATED DAMAGES WHICH THE OWNER WILL SUSTAIN  
10 BY THE FAILURE OF THE UNDERSIGNED TO EXECUTE AND DELIVER THE ABOVE-  
11 NAMED AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR PAYMENT  
12 BOND OR BONDS, AND THAT IF THE UNDERSIGNED DEFAULTS IN EITHER  
13 EXECUTING THE AGREEMENT OR PROVIDING A PERFORMANCE AND MATERIAL AND  
14 LABOR PAYMENT BOND OR BONDS WITHIN TEN (10) DAYS AFTER RECEIVING  
15 THE CONTRACT FORMS, THEN THE FULL VALUE OF THE BID SECURITY MAY  
16 BECOME THE PROPERTY OF THE OWNER AT THE OWNER'S OPTION; BUT IF THE  
17 BID IS NOT ACCEPTED WITHIN THIRTY (30) DAYS OF THE TIME SET FOR  
18 THE OPENING OF THE BIDS OR IF THE UNDERSIGNED EXECUTES AND TIMELY  
19 DELIVERS SAID AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR  
20 PAYMENT BOND OR BONDS, THE SECURITY WILL BE RETURNED.

21  
22 NONCOLLUSION

23 THE UNDERSIGNED CERTIFIES THAT (1) THIS BID HAS BEEN ARRIVED AT  
24 INDEPENDENTLY AND IS BEING SUBMITTED WITHOUT COLLUSION WITH, AND  
25 WITHOUT ANY AGREEMENT, UNDERSTANDING OR PLANNED COMMON COURSE OF  
26 ACTION WITH, ANY OTHER VENDOR OF MATERIALS, SUPPLIES, EQUIPMENT  
27 OR SERVICES TO LIMIT INDEPENDENT BIDDING OR COMPETITION, AND (2)  
28 THE CONTENTS OF THIS BID HAVE NOT BEEN COMMUNICATED BY THE UNDER-  
29 SIGNED OR ITS EMPLOYEES OR AGENTS TO ANY PERSON NOT AN EMPLOYEE  
30 OR AGENT OF THE UNDERSIGNED OR ITS SURETY ON ANY BOND FURNISHED  
31 WITH THE BOND AND WILL NOT BE COMMUNICATED TO SUCH PERSON PRIOR  
32 TO THE OFFICIAL OPENING OF THE BID.

33  
34 STATE COMPLIANCE

35 THIS BID PROPOSAL HEREBY INCLUDES IN ANY CONTRACT OFFERED, THAT  
36 PROVISIONS OF ORS 279.350 THROUGH ORS 279.354; ORS 279.312; ORS  
37 279.316; AND ORS 279.320, SHALL BE COMPLIED WITH.

38  
39 SIGNATURES

40  
41 NAME OF FIRM Gene Matney Construction Co.

42  
43 ADDRESS 5120 S.W. 163 Avenue Beaverton, Oregon 97007

44  
45 TELEPHONE 649-7570

46 "BY William Gene Matney

47  
48 IF CORPORATION, ATTEST William Gene Matney

49 SECRETARY OF CORPORATION

50  
51 \* IF BID IS BY A PARTNERSHIP, THEN ONE OF THE PARTNERS MUST SIGN  
52 THE BID.

53  
54 END OF SECTION

~~27 JUNE~~ 1984

2 JULY

BIDDER'S NAME: Silco Construction Company  
18791 S.W. Martinazzi Avenue  
 BIDDER'S ADDRESS: P. O. Box 337  
Tualatin, Oregon 97062

OWNER'S NAME: CITY OF NEWBERG  
OWNER'S ADDRESS: 414 EAST FIRST STR., NEWBERG, OREGON

**BASIC BID**  
**THE UNDERSIGNED (CHECK ONE OF THE FOLLOWING AND INSERT INFORMATION**  
**REQUESTED),**

      X       A. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS  
OF THE STATE OF                   OREGON                  ; OR

           B. A PARTNERSHIP REGISTERED UNDER THE LAWS OF THE STATE  
OF                                                           ; OR

           C. AN INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME  
REGISTERED UNDER THE LAWS OF THE STATE OF                   

HEREBY PROPOSES TO FURNISH ALL MATERIAL AND LABOR AND PERFORM ALL WORK AS HEREINAFTER INDICATED FOR: CARNEGIE LIBRARY REMODEL, IN STRICT ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS PREPARED BY DANIELSON, DRISCOLL, HESS ARCHITECTS A BASE BID AS FOLLOWS:

One million nine thousand six hundred ninety — DOLLARS

( \$ 1,009,690.00 ) AND THE UNDERSIGNED AGREES TO BE  
BOUND BY THE FOLLOWING DOCUMENTS:

ADVERTISEMENT FOR BIDS  
NOTICE TO BIDDERS  
INSTRUCTIONS TO BIDDERS  
BID BOND  
AGREEMENT  
PERFORMANCE AND PAYMENT BONDS  
GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS  
DRAWINGS NUMBERED  
PROJECT MANUAL  
ADDENDA NUMBERED 1 THROUGH 3, INCLUSIVE



## 1 ALTERNATE BIDS

2 IN ADDITION TO THE BASE BID INDICATED ABOVE, THE UNDERSIGNED  
3 PROPOSES TO FURNISH ALL LABOR AND MATERIAL AND PERFORM ALL WORK  
4 RELATING TO THE FOLLOWING ALTERNATES AS DESIGNATED IN SECTION 01100.

|                                                                        | ADD                 | DEDUCT     |
|------------------------------------------------------------------------|---------------------|------------|
| 5 ALTERNATE 1: LOWER LEVEL EXTENSION                                   | (\$ <u>12,522</u> ) | (\$ _____) |
| 6                                                                      |                     |            |
| 7 ALTERNATE 2: AUDIO BOOTH, RM. NO. 3 U.L.                             | (\$ <u>11,076</u> ) | (\$ _____) |
| 8                                                                      |                     |            |
| 9 ALTERNATE 3: MEETING ROOM, RM. NO. L.L. <sup>WMB</sup> <u>16,500</u> | (\$ <u>16,500</u> ) | (\$ _____) |
| 10                                                                     |                     |            |
| 11 ALTERNATE 4: LANDSCAPING/IRRIGATION                                 | (\$ <u>24,500</u> ) | (\$ _____) |
| 12                                                                     |                     |            |
| 13 ALTERNATE 5: CABINETS                                               | (\$ <u>35,840</u> ) | (\$ _____) |
| 14                                                                     |                     |            |
| 15 ALTERNATE 6: DUMBWAITER                                             | (\$ <u>16,700</u> ) | (\$ _____) |
| 16                                                                     |                     |            |
| 17 ALTERNATE 7: AMPHITHEATRE                                           | (\$ <u>14,500</u> ) | (\$ _____) |
| 18                                                                     |                     |            |
| 19 ADDITIONAL COMPACTED FILL: CUBIC YARD _____                         | (\$ <u>15.00</u> )  | (\$ _____) |
| 20                                                                     |                     |            |

21  
22 IT IS UNDERSTOOD THAT THE BASE BID MAY BE ADJUSTED FOR ANY ALTER-  
23 NATES IN DETERMINING THE AMOUNT OF THE CONTRACT. ANY OR ALL SUCH  
24 ALTERNATES MAY BE ACCEPTED OR REINSTATED BY THE OWNER AT ANY TIME  
25 WITHIN (60) DAYS FROM THE DATE OF THE CONTRACT AWARD BY THE OWNER  
26 AND IF ACCEPTED OR REINSTATED, PAYMENT SHALL BE MADE THEREFORE AT  
27 THE RESPECTIVE AMOUNTS NAMED HEREIN. IF, PRIOR TO ACCEPTANCE OF ANY  
28 ALTERNATE BID, OTHER WORK IS UNDERTAKEN WHICH AFFECTS THE ALTERNATE  
29 BID WORK, THE ALTERNATE BID AMOUNTS WILL BE ADJUSTED ACCORDINGLY.

## 30 OVERHEAD AND PROFIT

31 THE ABOVE BID PRICES INCLUDE ALL FEES, TAXES, PROFIT, OVERHEAD AND  
32 SIMILAR ITEMS REQUIRED TO COMPLETE THE WORK.

## 33 TIME OF COMPLETION

34 THE UNDERSIGNED AGREES, IF AWARDED CONTRACT, TO FULLY COMPLETE IT  
35 WITHIN 240 CONSECUTIVE CALENDAR DAYS AFTER NOTICE TO PROCEED IS  
36 RECIEVED.

## 37 BID SECURITY

38 ACCOMPANYING HERewith IS BID SECURITY WHICH IS NOT LESS THAN TEN  
39 (10) PERCENT OF THE TOTAL AMOUNT OF THE BASE BID PLUS ADDITIVE  
40 ALTERNATE BIDS IF ANY.

## 41 CONTRACT AND BOND

42 THE UNDERSIGNED AGREES, IF AWARDED THE CONTRACT, TO EXECUTE AND  
43 DELIVER TO THE OWNER WITHIN TEN(10) DAYS AFTER RECIEVING THE  
44 CONTRACT FORMS AN AGREEMENT AND A SATISFACTORY PERFORMANCE AND  
45 PAYMENT BOND IN AN AMOUNT EQUAL TO ONE HUNDRED (100) PERCENT OF THE  
46 CONTRACT SUM USING FORMS PROVIDED BY THE OWNER.

47 THE SURETY REQUESTED TO ISSUE THE PERFORMANCE AND PAYMENT BOND WILL  
48 BE: (NAME OF SURETY COMPANY) Reliance Insurance Company

1 THE UNDERSIGNED HEREBY AUTHORIZES SAID SURETY COMPANY TO DISCLOSE  
2 ANY INFORMATION TO THE OWNER CONCERNING THE UNDERSIGNED'S ABILITY  
3 TO SUPPLY A PERFORMANCE AND PAYMENT BOND IN THE AMOUNT OF THE  
4 CONTRACT.

5  
6 **BID SECURITY FORFEITURE**

7 THE UNDERSIGNED FURTHER AGREES THAT THE BID SECURITY ACCOMPANYING  
8 THIS BID IS LEFT IN ESCROW WITH THE OWNER; THAT THE AMOUNT THEREOF  
9 IS THE MEASURE OF LIQUIDATED DAMAGES WHICH THE OWNER WILL SUSTAIN  
10 BY THE FAILURE OF THE UNDERSIGNED TO EXECUTE AND DELIVER THE ABOVE-  
11 NAMED AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR PAYMENT  
12 BOND OR BONDS, AND THAT IF THE UNDERSIGNED DEFAULTS IN EITHER  
13 EXECUTING THE AGREEMENT OR PROVIDING A PERFORMANCE AND MATERIAL AND  
14 LABOR PAYMENT BOND OR BONDS WITHIN TEN (10) DAYS AFTER RECEIVING  
15 THE CONTRACT FORMS, THEN THE FULL VALUE OF THE BID SECURITY MAY  
16 BECOME THE PROPERTY OF THE OWNER AT THE OWNER'S OPTION; BUT IF THE  
17 BID IS NOT ACCEPTED WITHIN THIRTY (30) DAYS OF THE TIME SET FOR  
18 THE OPENING OF THE BIDS OR IF THE UNDERSIGNED EXECUTES AND TIMELY  
19 DELIVERS SAID AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR  
20 PAYMENT BOND OR BONDS, THE SECURITY WILL BE RETURNED.

21  
22 **NONCOLLUSION**

23 THE UNDERSIGNED CERTIFIES THAT (1) THIS BID HAS BEEN ARRIVED AT  
24 INDEPENDENTLY AND IS BEING SUBMITTED WITHOUT COLLUSION WITH, AND  
25 WITHOUT ANY AGREEMENT, UNDERSTANDING OR PLANNED COMMON COURSE OF  
26 ACTION WITH, ANY OTHER VENDOR OF MATERIALS, SUPPLIES, EQUIPMENT  
27 OR SERVICES TO LIMIT INDEPENDENT BIDDING OR COMPETITION, AND (2)  
28 THE CONTENTS OF THIS BID HAVE NOT BEEN COMMUNICATED BY THE UNDER-  
29 SIGNED OR ITS EMPLOYEES OR AGENTS TO ANY PERSON NOT AN EMPLOYEE  
30 OR AGENT OF THE UNDERSIGNED OR ITS SURETY ON ANY BOND FURNISHED  
31 WITH THE BOND AND WILL NOT BE COMMUNICATED TO SUCH PERSON PRIOR  
32 TO THE OFFICIAL OPENING OF THE BID.

33  
34 **STATE COMPLIANCE**

35 THIS BID PROPOSAL HEREBY INCLUDES IN ANY CONTRACT OFFERED, THAT  
36 PROVISIONS OF ORS 279.350 THROUGH ORS 279.354; ORS 279.312; ORS  
37 279.316; AND ORS 279.320, SHALL BE COMPLIED WITH.

38  
39 **SIGNATURES**

40  
41 NAME OF FIRM Silco Construction Company

42  
43 ADDRESS P. O. Box 337 Tualatin, Oregon 97062

44  
45 TELEPHONE (503)692-0810

46  
47 BY W. H. Baker, President

48  
49 IF CORPORATION, ATTEST

50  
51 SECRETARY OF CORPORATION  
52 W. H. Baker

53  
54 \* IF BID IS BY A PARTNERSHIP, THEN ONE OF THE PARTNERS MUST SIGN  
THE BID.

END OF SECTION

1 PROJECT TITLE: NEWBERG PUBLIC LIBRARY  
2 PROJECT LOCATION: 503 EAST HANCOCK STR. NEWBERG, OREGON  
3 BID OPENING LOCATION: 503 EAST HANCOCK STR. NEWBERG, OREGON  
4 BID OPENING TIME AND DATE: UNTIL 2:00 P.M., PREVAILING TIME,  
5 ~~27 JUNE 1984~~  
6 **2 JULY 84**

## P R O P O S A L

BIDDER'S NAME: Berge Bauthees Enterprises, INC.BIDDER'S ADDRESS: P.O. Box 133 Oregon City, Oregon  
97045

OWNER'S NAME: CITY OF NEWBERG

OWNER'S ADDRESS: 414 EAST FIRST STR., NEWBERG, OREGON

## BASIC BID

THE UNDERSIGNED (CHECK ONE OF THE FOLLOWING AND INSERT INFORMATION REQUESTED),

- 21 ☒ A. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS  
22 OF THE STATE OF Oregon; OR  
23  
24 ☐ B. A PARTNERSHIP REGISTERED UNDER THE LAWS OF THE STATE  
25 OF \_\_\_\_\_; OR  
26  
27 ☐ C. AN INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME  
28 REGISTERED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_  
29

30 HEREBY PROPOSES TO FURNISH ALL MATERIAL AND LABOR AND PERFORM ALL  
31 WORK AS HEREINAFTER INDICATED FOR: CARNEGIE LIBRARY REMODEL, IN  
32 STRICT ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS PREPARED BY  
33 DANIELSON, DRISCOLL, HESS ARCHITECTS A BASE BID AS FOLLOWS:  
34

35 One million fifty eight thousand dollars. DOLLARS  
36

37 (\$ 1,058,000 ) AND THE UNDERSIGNED AGREES TO BE  
38 BOUND BY THE FOLLOWING DOCUMENTS:

39 ADVERTISEMENT FOR BIDS  
40 NOTICE TO BIDDERS  
41 INSTRUCTIONS TO BIDDERS  
42 BID BOND  
43 AGREEMENT  
44  
45 PERFORMANCE AND PAYMENT BONDS  
46 GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS  
47 DRAWINGS NUMBERED  
48 PROJECT MANUAL  
49 ADDENDA NUMBERED 1 THROUGH 3, INCLUSIVE  
50  
51  
52  
53  
54



## 1 ALTERNATE BIDS

2 IN ADDITION TO THE BASE BID INDICATED ABOVE, THE UNDERSIGNED  
3 PROPOSES TO FURNISH ALL LABOR AND MATERIAL AND PERFORM ALL WORK  
4 RELATING TO THE FOLLOWING ALTERNATES AS DESIGNATED IN SECTION 01100.

|                                                       | ADD                               | DEDUCT              |
|-------------------------------------------------------|-----------------------------------|---------------------|
| 5 ALTERNATE 1: LOWER LEVEL EXTENSION                  | (\$ <u>15,076.<sup>00</sup></u> ) | (\$ <u>      </u> ) |
| 6 ALTERNATE 2: AUDIO BOOTH, RM. NO. 3 U.L.            | (\$ <u>11,956.<sup>00</sup></u> ) | (\$ <u>      </u> ) |
| 7 ALTERNATE 3: MEETING ROOM, RM. NO. L.L.             | (\$ <u>18,390.<sup>00</sup></u> ) | (\$ <u>      </u> ) |
| 8 ALTERNATE 4: LANDSCAPING/IRRIGATION                 | (\$ <u>21,149.<sup>00</sup></u> ) | (\$ <u>      </u> ) |
| 9 ALTERNATE 5: CABINETS                               | (\$ <u>34,448.<sup>00</sup></u> ) | (\$ <u>      </u> ) |
| 10 ALTERNATE 6: DUMBWAITER                            | (\$ <u>16,128.<sup>00</sup></u> ) | (\$ <u>      </u> ) |
| 11 ALTERNATE 7: AMPHITHEATRE                          | (\$ <u>14,501.<sup>00</sup></u> ) | (\$ <u>      </u> ) |
| 12 ADDITIONAL COMPACTED FILL: CUBIC YARD <u>13.75</u> | (\$ <u>      </u> )               | (\$ <u>      </u> ) |

13 IT IS UNDERSTOOD THAT THE BASE BID MAY BE ADJUSTED FOR ANY ALTER-  
14 NATES IN DETERMINING THE AMOUNT OF THE CONTRACT. ANY OR ALL SUCH  
15 ALTERNATES MAY BE ACCEPTED OR REINSTATED BY THE OWNER AT ANY TIME  
16 WITHIN (60) DAYS FROM THE DATE OF THE CONTRACT AWARD BY THE OWNER  
17 AND IF ACCEPTED OR REINSTATED, PAYMENT SHALL BE MADE THEREFORE AT  
18 THE RESPECTIVE AMOUNTS NAMED HEREIN. IF, PRIOR TO ACCEPTANCE OF ANY  
19 ALTERNATE BID, OTHER WORK IS UNDERTAKEN WHICH AFFECTS THE ALTERNATE  
20 BID WORK, THE ALTERNATE BID AMOUNTS WILL BE ADJUSTED ACCORDINGLY.

## 21 OVERHEAD AND PROFIT

22 THE ABOVE BID PRICES INCLUDE ALL FEES, TAXES, PROFIT, OVERHEAD AND  
23 SIMILAR ITEMS REQUIRED TO COMPLETE THE WORK.

## 24 TIME OF COMPLETION

25 THE UNDERSIGNED AGREES, IF AWARDED CONTRACT, TO FULLY COMPLETE IT  
26 WITHIN 365 CONSECUTIVE CALENDAR DAYS AFTER NOTICE TO PROCEED IS  
27 RECIEVED.

## 28 BID SECURITY

29 ACCOMPANYING HERewith IS BID SECURITY WHICH IS NOT LESS THAN TEN  
30 (10) PERCENT OF THE TOTAL AMOUNT OF THE BASE BID PLUS ADDITIVE  
31 ALTERNATE BIDS IF ANY.

## 32 CONTRACT AND BOND

33 THE UNDERSIGNED AGREES, IF AWARDED THE CONTRACT, TO EXECUTE AND  
34 DELIVER TO THE OWNER WITHIN TEN(10) DAYS AFTER RECIEVING THE  
35 CONTRACT FORMS AN AGREEMENT AND A SATISFACTORY PERFORMANCE AND  
36 PAYMENT BOND IN AN AMOUNT EQUAL TO ONE HUNDRED (100) PERCENT OF THE  
37 CONTRACT SUM USING FORMS PROVIDED BY THE OWNER.

38 THE SURETY REQUESTED TO ISSUE THE PERFORMANCE AND PAYMENT BOND WILL  
39 BE: (NAME OF SURETY COMPANY) Fiermans Furd Insurance Company

1 PROJECT TITLE: NEWBERG PUBLIC LIBRARY  
2 PROJECT LOCATION: 503 EAST HANCOCK STR. NEWBERG, OREGON  
3 BID OPENING LOCATION: 503 EAST HANCOCK STR. NEWBERG, OREGON  
4 BID OPENING TIME AND DATE: UNTIL 2:00 P.M., PREVAILING TIME,  
5 ~~27 JUNE 1984~~  
6 **2 JULY 84**

## P R O P O S A L

BIDDER'S NAME: WOODBURN CONSTRUCTION CO.BIDDER'S ADDRESS: 124 East Lincoln Street, Woodburn, OR

OWNER'S NAME: CITY OF NEWBERG

OWNER'S ADDRESS: 414 EAST FIRST STR., NEWBERG, OREGON

## BASIC BID

THE UNDERSIGNED (CHECK ONE OF THE FOLLOWING AND INSERT INFORMATION REQUESTED),

21 XX A. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS  
22 OF THE STATE OF Oregon; OR

24        B. A PARTNERSHIP REGISTERED UNDER THE LAWS OF THE STATE  
25 OF       ; OR

27        C. AN INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME  
28 REGISTERED UNDER THE LAWS OF THE STATE OF       

30 HEREBY PROPOSES TO FURNISH ALL MATERIAL AND LABOR AND PERFORM ALL  
31 WORK AS HEREINAFTER INDICATED FOR: CARNEGIE LIBRARY REMODEL, IN  
32 STRICT ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS PREPARED BY  
33 DANIELSON, DRISCOLL, HESS ARCHITECTS A BASE BID AS FOLLOWS:

34 One Million Five Hundred Thirty Three Thousand Three Hundred and Sixty Dollars  
35 (\$1,533,360.00) DOLLARS

37 (\$1,533,360.00) AND THE UNDERSIGNED AGREES TO BE  
38 BOUND BY THE FOLLOWING DOCUMENTS:

ADVERTISEMENT FOR BIDS

NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS

BID BOND

AGREEMENT

PERFORMANCE AND PAYMENT BONDS

GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS

DRAWINGS NUMBERED

PROJECT MANUAL

ADDENDA NUMBERED One (1) THROUGH Three (3), INCLUSIVE

## 1 ALTERNATE BIDS

2 IN ADDITION TO THE BASE BID INDICATED ABOVE, THE UNDERSIGNED  
3 PROPOSES TO FURNISH ALL LABOR AND MATERIAL AND PERFORM ALL WORK  
4 RELATING TO THE FOLLOWING ALTERNATES AS DESIGNATED IN SECTION 01100.

|                                                | ADD                               | DEDUCT     |
|------------------------------------------------|-----------------------------------|------------|
| 5                                              |                                   |            |
| 6 ALTERNATE 1: LOWER LEVEL EXTENSION           | (\$ <u>4,675.<sup>00</sup></u> )  | (\$ _____) |
| 7                                              |                                   |            |
| 8 ALTERNATE 2: AUDIO BOOTH, RM. NO. 3 U.L.     | (\$ <u>4,500.<sup>00</sup></u> )  | (\$ _____) |
| 9                                              |                                   |            |
| 10 ALTERNATE 3: MEETING ROOM, RM. NO. L.L.     | (\$ <u>19,305.<sup>00</sup></u> ) | (\$ _____) |
| 11                                             |                                   |            |
| 12 ALTERNATE 4: LANDSCAPING/IRRIGATION         | (\$ <u>21,660.<sup>00</sup></u> ) | (\$ _____) |
| 13                                             |                                   |            |
| 14 ALTERNATE 5: CABINETS                       | (\$ <u>42,550.<sup>00</sup></u> ) | (\$ _____) |
| 15                                             |                                   |            |
| 16 ALTERNATE 6: DUMBWAITER                     | (\$ <u>16,420.<sup>00</sup></u> ) | (\$ _____) |
| 17                                             |                                   |            |
| 18 ALTERNATE 7: AMPHITHEATRE                   | (\$ <u>22,000.<sup>00</sup></u> ) | (\$ _____) |
| 19                                             |                                   |            |
| 20 ADDITIONAL COMPACTED FILL: CUBIC YARD _____ | (\$ <u>18.00</u> )                | (\$ _____) |

21  
22 IT IS UNDERSTOOD THAT THE BASE BID MAY BE ADJUSTED FOR ANY ALTER-  
23 NATES IN DETERMINING THE AMOUNT OF THE CONTRACT. ANY OR ALL SUCH  
24 ALTERNATES MAY BE ACCEPTED OR REINSTATED BY THE OWNER AT ANY TIME  
25 WITHIN (60) DAYS FROM THE DATE OF THE CONTRACT AWARD BY THE OWNER  
26 AND IF ACCEPTED OR REINSTATED, PAYMENT SHALL BE MADE THEREFORE AT  
27 THE RESPECTIVE AMOUNTS NAMED HEREIN. IF, PRIOR TO ACCEPTANCE OF ANY  
28 ALTERNATE BID, OTHER WORK IS UNDERTAKEN WHICH AFFECTS THE ALTERNATE  
29 BID WORK, THE ALTERNATE BID AMOUNTS WILL BE ADJUSTED ACCORDINGLY.

## 30 OVERHEAD AND PROFIT

31 THE ABOVE BID PRICES INCLUDE ALL FEES, TAXES, PROFIT, OVERHEAD AND  
32 SIMILAR ITEMS REQUIRED TO COMPLETE THE WORK.

## 33 TIME OF COMPLETION

34 THE UNDERSIGNED AGREES, IF AWARDED CONTRACT, TO FULLY COMPLETE IT  
35 WITHIN 300 CONSECUTIVE CALENDAR DAYS AFTER NOTICE TO PROCEED IS  
36 RECIEVED.

## 37 BID SECURITY

38 ACCOMPANYING HERewith IS BID SECURITY WHICH IS NOT LESS THAN TEN  
39 (10) PERCENT OF THE TOTAL AMOUNT OF THE BASE BID PLUS ADDITIVE  
40 ALTERNATE BIDS IF ANY.

## 41 CONTRACT AND BOND

42 THE UNDERSIGNED AGREES, IF AWARDED THE CONTRACT, TO EXECUTE AND  
43 DELIVER TO THE OWNER WITHIN TEN(10) DAYS AFTER RECIEVING THE  
44 CONTRACT FORMS AN AGREEMENT AND A SATISFACTORY PERFORMANCE AND  
45 PAYMENT BOND IN AN AMOUNT EQUAL TO ONE HUNDRED (100) PERCENT OF THE  
46 CONTRACT SUM USING FORMS PROVIDED BY THE OWNER.

47 THE SURETY REQUESTED TO ISSUE THE PERFORMANCE AND PAYMENT BOND WILL  
48 BE: (NAME OF SURETY COMPANY) Safeco - K L & K Associates, Inc.

1 THE UNDERSIGNED HEREBY AUTHORIZES SAID SURETY COMPANY TO DISCLOSE  
2 ANY INFORMATION TO THE OWNER CONCERNING THE UNDERSIGNED'S ABILITY  
3 TO SUPPLY A PERFORMANCE AND PAYMENT BOND IN THE AMOUNT OF THE  
4 CONTRACT.

5  
6 **BID SECURITY FORFEITURE**

7 THE UNDERSIGNED FURTHER AGREES THAT THE BID SECURITY ACCOMPANYING  
8 THIS BID IS LEFT IN ESCROW WITH THE OWNER; THAT THE AMOUNT THEREOF  
9 IS THE MEASURE OF LIQUIDATED DAMAGES WHICH THE OWNER WILL SUSTAIN  
10 BY THE FAILURE OF THE UNDERSIGNED TO EXECUTE AND DELIVER THE ABOVE-  
11 NAMED AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR PAYMENT  
12 BOND OR BONDS, AND THAT IF THE UNDERSIGNED DEFAULTS IN EITHER  
13 EXECUTING THE AGREEMENT OR PROVIDING A PERFORMANCE AND MATERIAL AND  
14 LABOR PAYMENT BOND OR BONDS WITHIN TEN (10) DAYS AFTER RECEIVING  
15 THE CONTRACT FORMS, THEN THE FULL VALUE OF THE BID SECURITY MAY  
16 BECOME THE PROPERTY OF THE OWNER AT THE OWNER'S OPTION; BUT IF THE  
17 BID IS NOT ACCEPTED WITHIN THIRTY (30) DAYS OF THE TIME SET FOR  
18 THE OPENING OF THE BIDS OR IF THE UNDERSIGNED EXECUTES AND TIMELY  
19 DELIVERS SAID AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR  
20 PAYMENT BOND OR BONDS, THE SECURITY WILL BE RETURNED.

21  
22 **NONCOLLUSION**

23 THE UNDERSIGNED CERTIFIES THAT (1) THIS BID HAS BEEN ARRIVED AT  
24 INDEPENDENTLY AND IS BEING SUBMITTED WITHOUT COLLUSION WITH, AND  
25 WITHOUT ANY AGREEMENT, UNDERSTANDING OR PLANNED COMMON COURSE OF  
26 ACTION WITH, ANY OTHER VENDOR OF MATERIALS, SUPPLIES, EQUIPMENT  
27 OR SERVICES TO LIMIT INDEPENDENT BIDDING OR COMPETITION, AND (2)  
28 THE CONTENTS OF THIS BID HAVE NOT BEEN COMMUNICATED BY THE UNDER-  
29 SIGNED OR ITS EMPLOYEES OR AGENTS TO ANY PERSON NOT AN EMPLOYEE  
30 OR AGENT OF THE UNDERSIGNED OR ITS SURETY ON ANY BOND FURNISHED  
31 WITH THE BOND AND WILL NOT BE COMMUNICATED TO SUCH PERSON PRIOR  
32 TO THE OFFICIAL OPENING OF THE BID.

33  
34 **STATE COMPLIANCE**

35 THIS BID PROPOSAL HEREBY INCLUDES IN ANY CONTRACT OFFERED, THAT  
36 PROVISIONS OF ORS 279.350 THROUGH ORS 279.354; ORS 279.312; ORS  
37 279.316; AND ORS 279.320, SHALL BE COMPLIED WITH.

38  
39 **SIGNATURES**

40  
41 NAME OF FIRM Berge Baathes Enterprises, Inc.

42  
43 ADDRESS P.O. Box 133 Oregon City, Oregon 97045

44  
45 TELEPHONE 330-4894

46  
47 \* BY Frederic C. Berge

48  
49 IF CORPORATION, ATTEST Frederic C. Berge  
50 SECRETARY OF CORPORATION

51 \* IF BID IS BY A PARTNERSHIP, THEN ONE OF THE PARTNERS MUST SIGN  
52 THE BID.  
53  
54

END OF SECTION

1 THE UNDERSIGNED HEREBY AUTHORIZES SAID SURETY COMPANY TO DISCLOSE  
2 ANY INFORMATION TO THE OWNER CONCERNING THE UNDERSIGNED'S ABILITY  
3 TO SUPPLY A PERFORMANCE AND PAYMENT BOND IN THE AMOUNT OF THE  
4 CONTRACT.

5  
6 **BID SECURITY FORFEITURE**

7 THE UNDERSIGNED FURTHER AGREES THAT THE BID SECURITY ACCOMPANYING  
8 THIS BID IS LEFT IN ESCROW WITH THE OWNER; THAT THE AMOUNT THEREOF  
9 IS THE MEASURE OF LIQUIDATED DAMAGES WHICH THE OWNER WILL SUSTAIN  
10 BY THE FAILURE OF THE UNDERSIGNED TO EXECUTE AND DELIVER THE ABOVE-  
11 NAMED AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR PAYMENT  
12 BOND OR BONDS, AND THAT IF THE UNDERSIGNED DEFAULTS IN EITHER  
13 EXECUTING THE AGREEMENT OR PROVIDING A PERFORMANCE AND MATERIAL AND  
14 LABOR PAYMENT BOND OR BONDS WITHIN TEN (10) DAYS AFTER RECEIVING  
15 THE CONTRACT FORMS, THEN THE FULL VALUE OF THE BID SECURITY MAY  
16 BECOME THE PROPERTY OF THE OWNER AT THE OWNER'S OPTION; BUT IF THE  
17 BID IS NOT ACCEPTED WITHIN THIRTY (30) DAYS OF THE TIME SET FOR  
18 THE OPENING OF THE BIDS OR IF THE UNDERSIGNED EXECUTES AND TIMELY  
19 DELIVERS SAID AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR  
20 PAYMENT BOND OR BONDS, THE SECURITY WILL BE RETURNED.

21  
22 **NONCOLLUSION**

23 THE UNDERSIGNED CERTIFIES THAT (1) THIS BID HAS BEEN ARRIVED AT  
24 INDEPENDENTLY AND IS BEING SUBMITTED WITHOUT COLLUSION WITH, AND  
25 WITHOUT ANY AGREEMENT, UNDERSTANDING OR PLANNED COMMON COURSE OF  
26 ACTION WITH, ANY OTHER VENDOR OF MATERIALS, SUPPLIES, EQUIPMENT  
27 OR SERVICES TO LIMIT INDEPENDENT BIDDING OR COMPETITION, AND (2)  
28 THE CONTENTS OF THIS BID HAVE NOT BEEN COMMUNICATED BY THE UNDER-  
29 SIGNED OR ITS EMPLOYEES OR AGENTS TO ANY PERSON NOT AN EMPLOYEE  
30 OR AGENT OF THE UNDERSIGNED OR ITS SURETY ON ANY BOND FURNISHED  
31 WITH THE BOND AND WILL NOT BE COMMUNICATED TO SUCH PERSON PRIOR  
32 TO THE OFFICIAL OPENING OF THE BID.

33  
34 **STATE COMPLIANCE**

35 THIS BID PROPOSAL HEREBY INCLUDES IN ANY CONTRACT OFFERED, THAT  
36 PROVISIONS OF ORS 279.350 THROUGH ORS 279.354; ORS 279.312; ORS  
37 279.316; AND ORS 279.320, SHALL BE COMPLIED WITH.

38  
39 **SIGNATURES**

40  
41 NAME OF FIRM Woodburn Construction Co.

42  
43 ADDRESS 124 East Lincoln Street, P.O. Box 129, Woodburn, Oregon 97071

44  
45 TELEPHONE 981-9504

46 "BY *Jack Stowers*

47  
48 IF CORPORATION, ATTEST

49 *Russell J. Little*  
50 SECRETARY OF CORPORATION

51 \* IF BID IS BY A PARTNERSHIP, THEN ONE OF THE PARTNERS MUST SIGN  
52 THE BID.  
53

54  
END OF SECTION



(-10100)

R/D FORM

**ALTERNATE BIDS**

IN ADDITION TO THE BASE BID INDICATED ABOVE, THE UNDERSIGNED PROPOSES TO FURNISH ALL LABOR AND MATERIAL AND PERFORM ALL WORK RELATING TO THE FOLLOWING ALTERNATES AS DESIGNATED IN SECTION 01100.

|                            |                             | ADD                 | DEDUCT      |
|----------------------------|-----------------------------|---------------------|-------------|
| ALTERNATE 1:               | LOWER LEVEL EXTENSION       | (\$ <u>16,500</u> ) | (\$ _____ ) |
| ALTERNATE 2:               | AUDIO BOOTH, RM. NO. 3 U.L. | (\$ <u>8,500</u> )  | (\$ _____ ) |
| ALTERNATE 3:               | MEETING ROOM, RM. NO. L.L.  | (\$ <u>20,000</u> ) | (\$ _____ ) |
| ALTERNATE 4:               | LANDSCAPING/IRRIGATION      | (\$ <u>21,000</u> ) | (\$ _____ ) |
| ALTERNATE 5:               | CABINETS                    | (\$ <u>40,000</u> ) | (\$ _____ ) |
| ALTERNATE 6:               | DUMBWAITER                  | (\$ <u>18,000</u> ) | (\$ _____ ) |
| ALTERNATE 7:               | AMPHITHEATRE                | (\$ <u>18,000</u> ) | (\$ _____ ) |
| ADDITIONAL COMPACTED FILL: | CUBIC YARD _____            | (\$ <u>13/pl</u> )  | (\$ _____ ) |

IT IS UNDERSTOOD THAT THE BASE BID MAY BE ADJUSTED FOR ANY ALTERNATES IN DETERMINING THE AMOUNT OF THE CONTRACT. ANY OR ALL SUCH ALTERNATES MAY BE ACCEPTED OR REINSTATED BY THE OWNER AT ANY TIME WITHIN (60) DAYS FROM THE DATE OF THE CONTRACT AWARD BY THE OWNER AND IF ACCEPTED OR REINSTATED, PAYMENT SHALL BE MADE THEREFORE AT THE RESPECTIVE AMOUNTS NAMED HEREIN. IF, PRIOR TO ACCEPTANCE OF ANY ALTERNATE BID, OTHER WORK IS UNDERTAKEN WHICH AFFECTS THE ALTERNATE BID WORK, THE ALTERNATE BID AMOUNTS WILL BE ADJUSTED ACCORDINGLY.

**OVERHEAD AND PROFIT**

THE ABOVE BID PRICES INCLUDE ALL FEES, TAXES, PROFIT, OVERHEAD AND SIMILAR ITEMS REQUIRED TO COMPLETE THE WORK.

**TIME OF COMPLETION**

THE UNDERSIGNED AGREES, IF AWARDED CONTRACT, TO FULLY COMPLETE IT WITHIN 365 CONSECUTIVE CALENDAR DAYS AFTER NOTICE TO PROCEED IS RECEIVED.

**BID SECURITY**

ACCOMPANYING HERewith IS BID SECURITY WHICH IS NOT LESS THAN TEN (10) PERCENT OF THE TOTAL AMOUNT OF THE BASE BID PLUS ADDITIVE ALTERNATE BIDS IF ANY.

**CONTRACT AND BOND**

THE UNDERSIGNED AGREES, IF AWARDED THE CONTRACT, TO EXECUTE AND DELIVER TO THE OWNER WITHIN TEN (10) DAYS AFTER RECEIVING THE CONTRACT FORMS AN AGREEMENT AND A SATISFACTORY PERFORMANCE AND PAYMENT BOND IN AN AMOUNT EQUAL TO ONE HUNDRED (100) PERCENT OF THE CONTRACT SUM USING FORMS PROVIDED BY THE OWNER. THE SURETY REQUESTED TO ISSUE THE PERFORMANCE AND PAYMENT BOND WILL BE: (NAME OF SURETY COMPANY) GARREN & BLICK

*Fireman's Fund Insurance Co.*

1 PROJECT TITLE: NEWBERG PUBLIC LIBRARY  
2 PROJECT LOCATION: 503 EAST HANCOCK STR. NEWBERG, OREGON  
3 BID OPENING LOCATION: 503 EAST HANCOCK STR. NEWBERG, OREGON  
4 BID OPENING TIME AND DATE: UNTIL 2:00 P.M., PREVAILING TIME,  
5 27 JUNE 1984  
6

## P R O P O S A L

7  
8  
9 BIDDER'S NAME: BRANDON & BAUER

10  
11 BIDDER'S ADDRESS: 1605 N.E. Broadway  
12

13 OWNER'S NAME: CITY OF NEWBERG  
14 OWNER'S ADDRESS: 414 EAST FIRST STR., NEWBERG, OREGON  
15  
16

## BASIC BID

17  
18 THE UNDERSIGNED (CHECK ONE OF THE FOLLOWING AND INSERT INFORMATION  
19 REQUESTED),  
20

- 21 X A. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS  
22 OF THE STATE OF Oregon; OR  
23  
24        B. A PARTNERSHIP REGISTERED UNDER THE LAWS OF THE STATE  
25 OF       ; OR  
26  
27        C. AN INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME  
28 REGISTERED UNDER THE LAWS OF THE STATE OF         
29

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HEREBY PROPOSES TO FURNISH ALL MATERIAL AND LABOR AND PERFORM ALL  
WORK AS HEREINAFTER INDICATED FOR: CARNEGIE LIBRARY REMODEL, IN  
STRICT ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS PREPARED BY  
DANIELSON, DRISCOLL, HESS ARCHITECTS A BASE BID AS FOLLOWS:

One million Seventy thousand & 10/100 DOLLARS

(\$ 1,070,000.-) AND THE UNDERSIGNED AGREES TO BE  
BOUND BY THE FOLLOWING DOCUMENTS:

ADVERTISEMENT FOR BIDS  
NOTICE TO BIDDERS  
INSTRUCTIONS TO BIDDERS  
BID BOND  
AGREEMENT  
PERFORMANCE AND PAYMENT BONDS  
GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS  
DRAWINGS NUMBERED  
PROJECT MANUAL  
ADDENDA NUMBERED 1 THROUGH 3, INCLUSIVE

THE UNDERSIGNED HEREBY AUTHORIZES SAID SURETY COMPANY TO DISCLOSE ANY INFORMATION TO THE OWNER CONCERNING THE UNDERSIGNED'S ABILITY TO SUPPLY A PERFORMANCE AND PAYMENT BOND IN THE AMOUNT OF THE CONTRACT.

**BID SECURITY FORFEITURE**

THE UNDERSIGNED FURTHER AGREES THAT THE BID SECURITY ACCOMPANYING THIS BID IS LEFT IN ESCROW WITH THE OWNER; THAT THE AMOUNT THEREOF IS THE MEASURE OF LIQUIDATED DAMAGES WHICH THE OWNER WILL SUSTAIN BY THE FAILURE OF THE UNDERSIGNED TO EXECUTE AND DELIVER THE ABOVE-NAMED AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR PAYMENT BOND OR BONDS, AND THAT IF THE UNDERSIGNED DEFAULTS IN EITHER EXECUTING THE AGREEMENT OR PROVIDING A PERFORMANCE AND MATERIAL AND LABOR PAYMENT BOND OR BONDS WITHIN TEN (10) DAYS AFTER RECEIVING THE CONTRACT FORMS, THEN THE FULL VALUE OF THE BID SECURITY MAY BECOME THE PROPERTY OF THE OWNER AT THE OWNER'S OPTION; BUT IF THE BID IS NOT ACCEPTED WITHIN THIRTY (30) DAYS OF THE TIME SET FOR THE OPENING OF THE BIDS OR IF THE UNDERSIGNED EXECUTES AND TIMELY DELIVERS SAID AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR PAYMENT BOND OR BONDS, THE SECURITY WILL BE RETURNED.

**NONCOLLUSION**

THE UNDERSIGNED CERTIFIES THAT (1) THIS BID HAS BEEN ARRIVED AT INDEPENDENTLY AND IS BEING SUBMITTED WITHOUT COLLUSION WITH, AND WITHOUT ANY AGREEMENT, UNDERSTANDING OR PLANNED COMMON COURSE OF ACTION WITH, ANY OTHER VENDOR OF MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES TO LIMIT INDEPENDENT BIDDING OR COMPETITION, AND (2) THE CONTENTS OF THIS BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED OR ITS EMPLOYEES OR AGENTS TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF THE UNDERSIGNED OR ITS SURETY ON ANY BOND FURNISHED WITH THE BOND AND WILL NOT BE COMMUNICATED TO SUCH PERSON PRIOR TO THE OFFICIAL OPENING OF THE BID.

**STATE COMPLIANCE**

THIS BID PROPOSAL HEREBY INCLUDES IN ANY CONTRACT OFFERED, THAT PROVISIONS OF ORS 279.350 THROUGH ORS 279.354; ORS 279.312; ORS 279.316; AND ORS 279.320, SHALL BE COMPLIED WITH.

**SIGNATURES**

NAME OF FIRM BRANDON & BAUER

ADDRESS 1605 N.E. Broadway Portland, Or

TELEPHONE 297-7508 "BY Randall Wilson

IF CORPORATION, ATTEST Randall Wilson  
SECRETARY OF CORPORATION

\* IF BID IS BY A PARTNERSHIP, THEN ONE OF THE PARTNERS MUST SIGN THE BID.

END OF SECTION



1 PROJECT TITLE: NEWBERG PUBLIC LIBRARY  
2 PROJECT LOCATION: 503 EAST HANCOCK STR. NEWBERG, OREGON  
3 BID OPENING LOCATION: 503 EAST HANCOCK STR. NEWBERG, OREGON  
4 BID OPENING TIME AND DATE: UNTIL 2:00 P.M., PREVAILING TIME,  
5 ~~27 JUNE~~ 1984  
6 2 JULY

## P R O P O S A L

BIDDER'S NAME: CONTRACTORS, INC.BIDDER'S ADDRESS: P.O. Box 637 TUALATIN

OWNER'S NAME: CITY OF NEWBERG

OWNER'S ADDRESS: 414 EAST FIRST STR., NEWBERG, OREGON

## BASIC BID

THE UNDERSIGNED (CHECK ONE OF THE FOLLOWING AND INSERT INFORMATION REQUESTED),

- 21 ☒ A. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS  
22 OF THE STATE OF OREGON; OR  
23  
24 ☐ B. A PARTNERSHIP REGISTERED UNDER THE LAWS OF THE STATE  
25 OF \_\_\_\_\_; OR  
26  
27 ☐ C. AN INDIVIDUAL DOING BUSINESS UNDER AN ASSUMED NAME  
28 REGISTERED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_  
29 \_\_\_\_\_;

30 HEREBY PROPOSES TO FURNISH ALL MATERIAL AND LABOR AND PERFORM ALL  
31 WORK AS HEREINAFTER INDICATED FOR: CARNEGIE LIBRARY REMODEL, IN  
32 STRICT ACCORDANCE WITH DRAWINGS AND SPECIFICATIONS PREPARED BY  
33 DANIELSON, DRISCOLL, HESS ARCHITECTS A BASE BID AS FOLLOWS:

34 ONE MILLION ONE HUNDRED SEVENTY-THOUSAND  
35 FIVE HUNDRED DOLLARS

36 (\$ 1,117,500) AND THE UNDERSIGNED AGREES TO BE  
37 BOUND BY THE FOLLOWING DOCUMENTS:

38 ADVERTISEMENT FOR BIDS  
39 NOTICE TO BIDDERS  
40 INSTRUCTIONS TO BIDDERS  
41 BID BOND  
42 AGREEMENT  
43 PERFORMANCE AND PAYMENT BONDS  
44 GENERAL CONDITIONS AND SUPPLEMENTARY CONDITIONS  
45 DRAWINGS NUMBERED  
46 PROJECT MANUAL  
47 ADDENDA NUMBERED one THROUGH three, INCLUSIVE  
48  
49  
50  
51  
52  
53  
54

## 1 ALTERNATE BIDS

2 IN ADDITION TO THE BASE BID INDICATED ABOVE, THE UNDERSIGNED  
3 PROPOSES TO FURNISH ALL LABOR AND MATERIAL AND PERFORM ALL WORK  
4 RELATING TO THE FOLLOWING ALTERNATES AS DESIGNATED IN SECTION 1100

|                                                | ADD                          | DEDUCT     |
|------------------------------------------------|------------------------------|------------|
| 5 ALTERNATE 1: LOWER LEVEL EXTENSION           | (\$ <u>16,000</u> )          | (\$ _____) |
| 6 ALTERNATE 2: AUDIO BOOTH, RM. NO. 3 U.L.     | (\$ <u>12,500</u> )          | (\$ _____) |
| 7 ALTERNATE 3: MEETING ROOM, RM. NO. L.L.      | (\$ <u>14,800</u> )          | (\$ _____) |
| 8 ALTERNATE 4: LANDSCAPING/IRRIGATION          | (\$ <u>20,600</u> )          | (\$ _____) |
| 9 ALTERNATE 5: CABINETS                        | (\$ <u>34,300</u> )          | (\$ _____) |
| 10 ALTERNATE 6: DUMBWAITER                     | (\$ <u>16,000</u> )          | (\$ _____) |
| 11 ALTERNATE 7: AMPHITHEATRE                   | (\$ <u>8,200</u> )           | (\$ _____) |
| 12 ADDITIONAL COMPACTED FILL: CUBIC YARD _____ | (\$ <u>13<sup>00</sup></u> ) | (\$ _____) |

13 IT IS UNDERSTOOD THAT THE BASE BID MAY BE ADJUSTED FOR ANY ALTER-  
14 NATES IN DETERMINING THE AMOUNT OF THE CONTRACT. ANY OR ALL SUCH  
15 ALTERNATES MAY BE ACCEPTED OR REINSTATED BY THE OWNER AT ANY TIME  
16 WITHIN (60) DAYS FROM THE DATE OF THE CONTRACT AWARD BY THE OWNER  
17 AND IF ACCEPTED OR REINSTATED, PAYMENT SHALL BE MADE THEREFORE AT  
18 THE RESPECTIVE AMOUNTS NAMED HEREIN. IF, PRIOR TO ACCEPTANCE OF ANY  
19 ALTERNATE BID, OTHER WORK IS UNDERTAKEN WHICH AFFECTS THE ALTERNATE  
20 BID WORK, THE ALTERNATE BID AMOUNTS WILL BE ADJUSTED ACCORDINGLY.

## 21 OVERHEAD AND PROFIT

22 THE ABOVE BID PRICES INCLUDE ALL FEES, TAXES, PROFIT, OVERHEAD AND  
23 SIMILAR ITEMS REQUIRED TO COMPLETE THE WORK.

## 24 TIME OF COMPLETION

25 THE UNDERSIGNED AGREES, IF AWARDED CONTRACT, TO FULLY COMPLETE IT  
26 WITHIN 360 CONSECUTIVE CALENDAR DAYS AFTER NOTICE TO PROCEED IS  
27 RECIEVED.

## 28 BID SECURITY

29 ACCOMPANYING HERewith IS BID SECURITY WHICH IS NOT LESS THAN TEN  
30 (10) PERCENT OF THE TOTAL AMOUNT OF THE BASE BID PLUS ADDITIVE  
31 ALTERNATE BIDS IF ANY.

## 32 CONTRACT AND BOND

33 THE UNDERSIGNED AGREES, IF AWARDED THE CONTRACT, TO EXECUTE AND  
34 DELIVER TO THE OWNER WITHIN TEN(10) DAYS AFTER RECIEVING THE  
35 CONTRACT FORMS AN AGREEMENT AND A SATISFACTORY PERFORMANCE AND  
36 PAYMENT BOND IN AN AMOUNT EQUAL TO ONE HUNDRED (100) PERCENT OF THE  
37 CONTRACT SUM USING FORMS PROVIDED BY THE OWNER.

38 THE SURETY REQUESTED TO ISSUE THE PERFORMANCE AND PAYMENT BOND WILL  
39 BE: (NAME OF SURETY COMPANY) INDUSTRIAL INDEMNITY OF

CALIFORNIA

1 THE UNDERSIGNED HEREBY AUTHORIZES SAID SURETY COMPANY TO DISCLOSE  
2 ANY INFORMATION TO THE OWNER CONCERNING THE UNDERSIGNED'S ABILITY  
3 TO SUPPLY A PERFORMANCE AND PAYMENT BOND IN THE AMOUNT OF THE  
4 CONTRACT.

5  
6 **BID SECURITY FORFEITURE**

7 THE UNDERSIGNED FURTHER AGREES THAT THE BID SECURITY ACCOMPANYING  
8 THIS BID IS LEFT IN ESCROW WITH THE OWNER; THAT THE AMOUNT THEREOF  
9 IS THE MEASURE OF LIQUIDATED DAMAGES WHICH THE OWNER WILL SUSTAIN  
10 BY THE FAILURE OF THE UNDERSIGNED TO EXECUTE AND DELIVER THE ABOVE-  
11 NAMED AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR PAYMENT  
12 BOND OR BONDS, AND THAT IF THE UNDERSIGNED DEFAULTS IN EITHER  
13 EXECUTING THE AGREEMENT OR PROVIDING A PERFORMANCE AND MATERIAL AND  
14 LABOR PAYMENT BOND OR BONDS WITHIN TEN (10) DAYS AFTER RECEIVING  
15 THE CONTRACT FORMS, THEN THE FULL VALUE OF THE BID SECURITY MAY  
16 BECOME THE PROPERTY OF THE OWNER AT THE OWNER'S OPTION; BUT IF THE  
17 BID IS NOT ACCEPTED WITHIN THIRTY (30) DAYS OF THE TIME SET FOR  
18 THE OPENING OF THE BIDS OR IF THE UNDERSIGNED EXECUTES AND TIMELY  
19 DELIVERS SAID AGREEMENT AND PERFORMANCE AND MATERIAL AND LABOR  
20 PAYMENT BOND OR BONDS, THE SECURITY WILL BE RETURNED.

21  
22 **NONCOLLUSION**

23 THE UNDERSIGNED CERTIFIES THAT (1) THIS BID HAS BEEN ARRIVED AT  
24 INDEPENDENTLY AND IS BEING SUBMITTED WITHOUT COLLUSION WITH, AND  
25 WITHOUT ANY AGREEMENT, UNDERSTANDING OR PLANNED COMMON COURSE OF  
26 ACTION WITH, ANY OTHER VENDOR OF MATERIALS, SUPPLIES, EQUIPMENT  
27 OR SERVICES TO LIMIT INDEPENDENT BIDDING OR COMPETITION, AND (2)  
28 THE CONTENTS OF THIS BID HAVE NOT BEEN COMMUNICATED BY THE UNDER-  
29 SIGNED OR ITS EMPLOYEES OR AGENTS TO ANY PERSON NOT AN EMPLOYEE  
30 OR AGENT OF THE UNDERSIGNED OR ITS SURETY ON ANY BOND FURNISHED  
31 WITH THE BOND AND WILL NOT BE COMMUNICATED TO SUCH PERSON PRIOR  
32 TO THE OFFICIAL OPENING OF THE BID.

33  
34 **STATE COMPLIANCE**

35 THIS BID PROPOSAL HEREBY INCLUDES IN ANY CONTRACT OFFERED, THAT  
36 PROVISIONS OF ORS 279.350 THROUGH ORS 279.354; ORS 279.312; ORS  
37 279.316; AND ORS 279.320, SHALL BE COMPLIED WITH.

38  
39 **SIGNATURES**

40  
41 NAME OF FIRM

CONTRACTORS, INC

42  
43 ADDRESS

P.O. Box 637

44  
45 TELEPHONE 692-0100 \*BY

John C. [Signature]  
T. C. [Signature]

46  
47 IF CORPORATION, ATTEST

Wanda E. [Signature]  
SECRETARY OF CORPORATION

48  
49  
50  
51 \* IF BID IS BY A PARTNERSHIP, THEN ONE OF THE PARTNERS MUST SIGN  
52 THE BID.

53  
54 **END OF SECTION**

Monday, 7:30 p. m.

June 4, 1984

A REGULAR MEETING OF  
THE CITY COUNCIL

Council Chambers

Newberg, Oregon

The meeting was called to order by Council President Richard Rementeria.

Roll Call:

|                          |                    |
|--------------------------|--------------------|
| Present - Maybelle DeMay | Quentin Probst     |
| Roger Gano               | Richard Rementeria |
| Alan Halstead            | Tommy Tucker       |
| John Poet                |                    |

Absent - C. Eldon McIntosh (Excused)

Staff Present - Michael Warren, City Manager  
Alan Barnes, Building Official  
David Bishop, Chief of Police  
Greg DiLoreto, City Engineer  
Richard Faus, City Attorney  
Arvilla Page, City Recorder  
Robert Sanders, Public Works Director  
Brenda Stroud, Finance Director  
Doreen Turpen, Library Director

Others Present - Seven citizens which included three members of the press.

Motion: Halstead-Tucker to adopt the consent calender as follows:

1. Letter from Royal Rangers Outpost 186 thanking Newberg Police Department for presentation.
2. Letter from Principal and Assistant Principal of Springbrook School expressing appreciation for the years of service given to children by Officer McCabe.

Motion carried unanimously by those present.

President Rementeria reported the Mayor wishes to make two appointments to the Planning Commission; Brian Erickson and Jack Kriz.

Motion: Halstead-Probst to approve the Mayor's appointments of Brian Erickson and Jack Kriz to the Planning Commission. Carried unanimously.

Mayor Elvern Hall arrived and assumed the Chair from President Rementeria.

Requests From the Floor:

Jack Nulsen, 404 E. First Street, stated he has come before the Council to represent a young citizen. Society must recognize the rights of youth. The youth he represents will not be born until about October 15, 1984. This yet to be born youth has the right to see his father for the first time in his father's natural state. He stated that he is requesting to Council for a 'stay of execution' from the requirements of Special Resolution Number 84-001. This resolution required that the City Manager, Mike Warren, shave his beard and remain clean shaven for one year if the citizens approved the bond issue for the new sewerage treatment plant. This could be referred to the City Attorney for negotiation.

After much discussion of the merits of the request and several suggestions for alternate action, the following motion was made: Gano-Probst to turn the matter over to the City Attorney for immediate execution of the Resolution with the Police Chief to assist in enforcement. Motion carried with one (1) nay, Halstead.

There were no other requests or petitions from the floor.

Reports From The City Manager:

The City Manager reported a resolution has been prepared authorizing the lending of \$425,000 to Quality Plastics from the Economic Development Grant. The total grant was for \$440,000. \$15,000 of the grant is for administration expense. The resolution was read by the City Attorney. Motion: Halstead-Poet to adopt Resolution No. 84-1058, authorizing the lending of grant funds in the amount of \$425,000 to Quality Plastics co., Inc. Carried unanimously.

The City Manager reminded the Council of the Council meeting scheduled for June 18, 1984 to adopt the 1984-1985 Fiscal Year Budget. He stated there may be one other item of business at the meeting.

The City Manager also reported the City has received another grant in the amount of \$17,000. The grant is to hire a person to conduct a survey of the city and identify historical buildings.

New Business:

Motion: Halstead-DeMay to approve the accounts payable for May, 1984. Carried unanimously.

The City Manager reported that two (2) bids were received on the purchase of a cement mixer. Columbia Equipment bid \$2,561.83 and Cessco bid \$2,684.25. The two pieces of equipment are essentially the same. Motion: Gano-Tucker to accept the bid of Columbia Equipment in the amount of \$2,561.83. Carried unanimously.

Resolutions:

Motion: Gano-Halstead to adopt Resolution No. 84-1059 authorizing transfer of funds from the General Fund contingency to other General Fund accounts and various transfers within the Water Fund. Carried unanimously.

Motion: Gano-Rementeria to adopt Resolution No. 84-1060 authorizing transfer of funds from the General Fund, Police Materials to General Fund, Police Capital Outlay. Carried unanimously.

Motion: Halstead-Tucker to adopt Resolution 84-1061 adopting a new Public Works job classification plan. Carried unanimously.

Motion: Halstead-Tucker to adopt Resolution 84-1062 authorizing purchase of a parcel of property for siting of the new sewerage treatment plant. Carried unanimously.

Councilman Tucker asked that the proposed ordinance of cross-connections be referred to the Ordinance Committee for further review. Some members of the Council are not yet well informed on the ordinance. Staff stated they had no objections and the Mayor referred the proposed ordinance to the Ordinance Committee for further review.

Pat Stellflug, who has requested water service outside the city limits, was present and described his need for the service and the problems he has encountered. Mayor Hall reviewed the City's actions on the request and advised Mr. Stellflug that the matter is still before the Public Works Committee. Staff will advise Mr. Stellflug whenever the request will be discussed by the Public Works Committee.

Motion: Tucker Probst to adjourn to June 18, 1984 at 7:30 p.m. Carried unanimously.

Monday, 7:30 p.m.

June 18, 1984

MINUTES OF  
AN ADJOURNED MEETING OF  
THE CITY COUNCIL

Council Chambers

Newberg, Oregon

The meeting was called to order by Mayor Elvern Hall.

Roll Call:

Present - Maybelle DeMay  
/ Alan Halstead  
Quinten Probst

Richard Rementeria  
Tommy Tucker

Absent - Roger Gano  
C. Eldon McIntosh

John Poet

Staff Present - Michael Warren, City Manager  
Greg DiLoreto, City Engineer  
Richard Faus, City Attorney  
Arvilla Page, City Recorder  
Brenda Stroud, Finance Director  
Doreen Turpen, Librarian

Also Present - Two (2) members of the Press.

Motion: DeMay-Halstead to approve the Consent Calendar as follows:

1. Approve minutes of May 29, 1984 Special City Council Meeting.
2. Letter of thanks to Newberg Police Department from Mrs. Velma Jackson.

Motion carried unanimously by those present.

Public Hearing: 1984-1985 Fiscal Year Budget, including Federal and State Revenue Sharing funds.

No proponents or opponents wished to be heard. No written remonstrance has been received. The Mayor closed the Public Hearing

Reports From City Manager:

The City Manager asked for members of the Council to accompany him to the D.E.Q hearing on Wednesday, June 20. The Mayor and several members of the Council indicated they would attend the hearing.

A phone call was received from Councilman McIntoch from Nashville, Tennessee stating they were having a fine time on their tour of the United States.

The City Manager requested permission to be out of town from July 10 through July 13 so that he can make use of the Salishan tickets he purchased at the Rotary auction.

The City Manager distributed a copy of the letter that is being sent to D.E.Q. over the Mayor's signature.



Old Business:

Review of Library Plans: The Librarian gave the Council an update on the Library expansion project and presented the architects rendering of the final view of the completed project. Some changes were made to increase the focus on the new entrance. The interior remains the same as previously presented. The bid package has been sectionalized so that various items can be omitted or retained.

New Business: None

Resolutions:

Members of the council questioned the differences and similarities in the job descriptions for 'Communications and Records Supervisor' and 'Assistant Communications and Records Supervisor'. Motion: Halstead-DeMay to adopt Resolution No. 84-1064, job descriptions for dispatchers and clerical supervisors. Carried Unanimously.

Motion: Halstead-Tucker to adopt Resolution No. 84-1065 accepting the bid for the dwelling located at 500 E. Sheridan and Resolution No. 84-1066 accepting the bid for the dwelling located at 504 E. Sheridan. Carried unanimously.

The City Attorney reported that the cost for property and liability insurance will be \$4,000 to \$6,000 higher than the current years cost because the City has assumed more risks, the errors and omissions coverage and the market has hardened. Motion: Halstead-Rementeria to adopt Resolution No. 84-1067 approving purchase of property and liability insurance. Carried unanimously.

Motion: Halstead-Rementeria to adopt Resolution No. 84-1068 authorizing acceptance of tax lot 3220 AD 100 from Northwest Yearly Meeting of Friends Church, Pension Fund, in exchange for monies owed. Carried unanimously.

The City Attorney reported quotes for Worker's Comp insurance were received with Western Employees Insurance Company making the best quote. The company has a good reputation and insures several counties. Motion: Rementeria-Halstead to adopt Resolution No. 84-1069 approving the purchase of workers comp insurance coverage from Western Employees Insurance Company. Carried unanimously.

Motion: DeMay-Halstead to adopt Resolution No. 84-1070 approving cost of living increase for City employees. Carried unanimously.

Motion: Halstead-Probst to adopt Resolution No. 84-1071 establishing a fund to receive and distribute the Economic Development Grant. Carried unanimously.

Motion: DeMay-Rementeria to adopt Resolution No. 84-1072 approving employment of bond council for issuance of G.O. Sewage Treatment Plant and System Bonds, 1984. Carried unanimously.

Motion: Tucker-DeMay to adopt Resolution No. 84-1073 approving employment of bond consultant for issuance of G.O. Sewage Treatment Plant and System Bonds, 1984. Carried unanimously.



Motion: Halstead-Rementeria to adopt Resolution No. 84-1063 paying tribute to Sergeant Richard McCabe. Carried unanimously.

Motion: Tucker-Halstead to adopt Resolution No. 84-1074 transferring funds within the General, Water and Capital Improvement Funds. Carried unanimously.

Ordinances:

Motion: Halstead-DeMay to read by title only, Ordinance No. 2144, declaring City's election to receive State Revenue Sharing funds. Carried unanimously. The ordinance was then read by title only. Roll Call: Aye 5; DeMay, Halstead, Probst, Rementeria, Tucker. Nay; 0. Absent 3; Gano, McIntosh, Poet. The Mayor then declared the ordinance passed.

Motion: Halstead-Tucker to read by title only, Ordinance No. 2145, budget for fiscal year 1984-1985. Carried unanimously. The ordinance was then read by title only. Roll Call: Aye, 5; DeMay, Halstead, Probst, Rementeria, Tucker. Nay, 0. Absent, 3; Gano, McIntosh, Poet. The Mayor then declared the ordinance passed.

Motion: Halstead-Tucker to approve the Mayor's appointment of Bob Weaver to the Traffic Safety Commission. Carried unanimously.

Motion: Rementeria-Halstead to adjourn. Carried unanimously.

PROCLAMATION

A PROCLAMATION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NEWBERG, OREGON, IN RECOGNITION OF LINDA HUGHES-SUTFIN QUALIFYING FOR THE 1984 U.S. OLYMPIC TEAM.

WHEREAS, Linda Hughes-Sutfin is a representative of the City of Newberg as she has lived in the City of Newberg since 1976; and

WHEREAS, Linda Hughes-Sutfin graduated from Newberg High School in 1980 and achieved many honors during her high school years for throwing the javelin, including 1980 Oregon Track Athlete of the year, 1980 Who's Who in American High School Track, and placed seventh in the Olympic trials; and

WHEREAS, Linda Hughes-Sutfin, since graduation, has accomplished the following feats in 1981: June, 1981, placed third in TAC National Track and Field Championships; July, 1981, was on the U. S. team and participated in the World University Games in Romania and ranked third overall in the nation by Track and Field News; and

WHEREAS, Linda Hughes-Sutfin, in the fall of 1981 enrolled in the University of Oregon and in the 1982 track season, set a new University of Oregon record for women's javelin at 188 feet, 4 inches and set a new Oregon Women's collegiate record; and

WHEREAS, Linda Hughes-Sutfin is married to Craig Sutfin, a University of Oregon track star and is the recent mother of a daughter, Shawna Marie, born February 17, 1984 and Linda Hughes-Sutfin began vigorous training to qualify for the U. S. Olympic Team in the javelin just one month after her daughter's birth; and

WHEREAS, Linda Hughes-Sutfin has excelled in javelin throwing competition in spite of injuries requiring major surgery and rehabilitation; and

WHEREAS, on June 19, 1984 Linda Hughes-Sutfin qualified in the javelin throw at the U. S. Olympic Team Track and Field Trials at Los Angeles Memorial Coliseum, to represent the United States in the 1984 Olympic Games in Los Angeles, California, as a member of the U.S. Olympic Team.

NOW, THEREFORE, BE IT DECLARED that the Mayor and the City Council of the City of Newberg, Oregon, recognize the athletic accomplishments of Linda Hughes-Sutfin as an athlete who has now qualified to represent the United States as a member of the U.S. Olympic Team for 1984. On behalf of the City Council and the residents of the City of Newberg, Oregon, the City offers and proclaims the heartiest of congratulations to Linda Hughes-Sutfin and offers best wishes for her continued success.

DATED this 2nd day of July, 1984.

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Elvern Hall - Mayor

MEMO

TO: City Council  
FROM: City Manager  
SUBJECT: Water Licenses

DATE: June 26, 1984

A very important part of the distribution of a water supply to a community is the certification and education process for those people responsible for the delivery of the water.

The City Engineer and Public Works Director have been working diligently with those people responsible in our City to obtain their licenses. I am pleased to report that at the recent examination taken this past May, Mike Rader, of the Water Treatment Plant, successfully passed the Water Treatment Plant Operator's Class II license. In addition, Stan Garwood and Art Friesz, passed the Water Distribution Operator's Class I license. This demonstrates that our employees are qualified and competent in the work they do.

Future plans are that Stan and Art work toward obtaining their Class II certificates. Also, the new employee that will be transferred to the Water Department, Dan Wilson, will be working for his license.

I bring this to the City Council's attention of a job well done by three self-motivated employees.

  
Michael Warren  
City Manager

MW/bjm

111-4

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBERG, OREGON, PAYING TRIBUTE TO LIBRARY BOARD MEMBER LEONARD ATTRELL.

WHEREAS, the Newberg Library Board has performed an important role in the governance of the Newberg Public Library; and

WHEREAS, Leonard Attrell has been a member of the Newberg Library Board for over 16 years; and

WHEREAS, Leonard Attrell has provided continued leadership for the Library, often serving as Chairman of the Library Board; and

WHEREAS, Leonard Attrell has given of his time, energy, and sound advice to help improve Library service to the residents of Newberg and the surrounding area; and

WHEREAS, during his period of service and with his enthusiastic support, the Library has made continued progress to expand the facilities available to the community, first by remodeling the lower level of the Library, and, most recently, by planning a substantial expansion to the building.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newberg, Oregon, that tribute is hereby paid to Leonard Attrell for his years of service and dedication to the development of library services for the Newberg area community and for his leadership and rational voice displayed during his 16 years of service as a Library Board Member and that Leonard Attrell be presented with a certificate of appreciation on behalf of the residents of the City of Newberg, Oregon.

ADOPTED by the City Council of the City of Newberg, Oregon, this 2nd day of July, 1984.

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Arvilla Page - City Recorder

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Elvern Hall - Mayor

MEMO

TO: City Council  
FROM: City Manager  
SUBJECT: Upcoming Events

DATE: June 26, 1984

The City Council should plan on meeting sometime during July for three separate purposes. These are:

1. COUNCIL SEMINAR: We have gone through the meetings and identified major and minor priorities. In the meantime, I have written you about a very important priority that has not been clearly identified as of yet. This is, economic development.

With the sewer treatment plant, library construction, fund raising, etc. the priority ranking of the City Council becomes more and more crucial.

I envision an evening meeting of two to three hours for this purpose.

2. BOND SALE: Coordinating the biggest and perhaps the most important bond sale in the City's history is difficult. The market place dictates an early sale and we are attempting to make a sale of August 14. Working backwards from this date and the necessary requirements (advertising, preparation of official statement, bond rating) we should plan on a short City Council meeting the week of July 16. The purpose of the meeting will be to review and adopt a bond ordinance as we have done with past bond sales.

If things go well, the City Council can anticipate a noon City Council meeting on August 14 to accept the bids for the bond.

3. CITY MANAGER EVALUATION: Pursuant to our agreement, the City Manager is evaluated each July. The purpose of the evaluation is to provide both written and oral comments to the City Manager so that he may perform his job in the manner that is desirable by the City Council. I have found this communication to be very helpful and constructive.

Traditionally, the Executive Session has only lasted a short while so the City Council may want to consider combining this meeting with one of the meetings mentioned above.

  
Michael Warren  
City Manager

MEMO

TO: City Council

DATE: June 26, 1984

FROM: City Manager

SUBJECT: Standard Drawings

Attached is a resolution approving standard drawings for public construction within the City of Newberg.

At the June 19, 1984 Public Works Committee meeting the City Engineer presented the proposed drawings for study. This is one of three parts of the handbook for a developer wishing to build in Newberg.

Specifically, the standard drawings will be used in conjunction with Ordinance No. 1950, the City Subdivision Ordinance. The drawings address issues contained in the ordinance as to the location of streets, widths of right-of-ways, locations of sewer, water, storm sewers, width of sidewalks and in particular, the improvement specifications which are contained in that ordinance.

At the present time these drawings are being reviewed at my request by some developers in the area. Although the Public Works Committee did approve the concept and specifically the drawings with some minor changes, I felt that it was good to have some more public input also.

Once again, this is the first step of our development booklet which we are preparing and should greatly assist not only the City Staff but also the contractors as they provide public improvements for the City. The drawings have been seen by half the City Council and are long in length. If you would care to review the drawings, please stop by the City Engineer's office prior to the City Council meeting.

  
Michael Warren  
City Manager

MW/bjm

Enc.

X1-1

page

A RESOLUTION APPROVING STANDARD DRAWINGS FOR PUBLIC CONSTRUCTION WITHIN THE CITY OF NEWBERG, OREGON.

WHEREAS, Ordinance No. 1950, the Subdivision Ordinance of the City of Newberg contains certain requirements, particularly relating to specifications for improvement construction, including location of streets, widths of rights-of-way, locations of sewer, water, storm sewers, widths of sidewalks and other improvement specifications in subdivisions; and

WHEREAS, the Public Works Committee of the City Council of the City of Newberg reviewed these standard drawings at its June 19, 1984 meeting and approved those drawings with some changes; and

WHEREAS, in order to assist the development community, such standard drawings should be adopted to be part of a development book developed by City Staff so that they may be used in specifying to contractors the specific requirements for public improvements within the City.

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

1. The City Council of the City of Newberg hereby adopts the standard drawings for public construction, which are attached hereto and incorporated herein at this point by reference as Exhibit A to this resolution, which drawings shall be and do embody the requirements of Ordinance No. 1950, the Subdivision Ordinance of the City of Newberg, including requirements for location of streets, widths of rights-of-way, locations of sewer, water, storm sewers, widths of sidewalks and in particular, improvement specifications in said ordinance.

ADOPTED by the City Council of the City of Newberg, Oregon, this 2nd day of July, 1984.

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Arvilla Page - City Recorder

X1-1

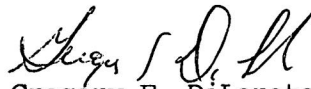


MEMORANDUM

TO: City Manager  
FROM: City Engineer  
DATE: June 22, 1984  
RE: Engineering Job Description

Several months ago I asked Cascade Employees to prepare a job description for the Engineering Technicians. Enclosed is a copy of that description. As we have taken the previous job descriptions for the other departments, I would like to therefore, present this description for Council approval at the July 2 meeting.

Sincerely,



Gregory E. DiLoreto, P.E.  
City Engineer

GED:bym

X1-2

A RESOLUTION OF THE CITY OF NEWBERG ADOPTING A NEW ENGINEERING TECHNICIAN CLASSIFICATION PLAN BY AMENDING CERTAIN OF THE "PERSONNEL RULES AND REGULATIONS" TO REFLECT THE PLAN FOR CERTAIN ENGINEERING EMPLOYEES OF THE CITY OF NEWBERG.

WHEREAS, the City Manager on behalf of the City Council of the City of Newberg has discussed with employees, department heads and Cascade Employers Association the development of job descriptions and classifications for Engineering Technician employees; and

WHEREAS, it is necessary that the job description and range classifications for engineering technician employees be adjusted in accordance with the revised description and range developed by Cascade Employers Association and City Staff; and

WHEREAS, Ordinance No. 2041, Section 3, provides that the Personnel Rules and Regulations adopted under said ordinance may be amended, altered or modified by resolution of the Council of the City of Newberg.

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

1. That the Engineering Technician Classification Plan, including job description and salary range classification, which is attached hereto as Exhibit "A" and made a part hereof at this point by reference is hereby adopted and the Personnel Rules and Regulations are hereby amended to include the Engineering Technician Classification Plan.

ADOPTED by the Council of the City of Newberg, Oregon, this 2nd day of July, 1984.

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Arvilla Page - City Recorder

X-2

CITY OF NEWBERG  
RANGE 120

ENGINEERING TECHNICIAN

G

DEFINITION:

Performs complex engineering work of a technical nature. Responsible for the designing, surveying, drafting, and construction inspection of projects including street, storm sewer, sanitary sewer, and water systems. Prepares detailed cost estimates of all projects assigned.

DISTINGUISHING CHARACTERISTICS:

Works independently under the supervision of the City Engineer who makes general assignments, and inspects work occasionally to assure that it is conducted according to instruction and in conformity with accepted engineering principles.

TYPICAL DUTIES:

1. Designs and prepares engineering drawings and specifications for the construction of such projects as: street, storm sewer, sanitary sewer, and water systems.
2. Drafts and updates street, sanitary sewer, water and storm sewer maps.
3. Estimates construction costs for proposed street, storm sewer, sanitary sewer and water improvements.
4. Inspects construction projects for compliance with plans and specifications, and determines progress payment due the contractor.
5. Writes legal descriptions for annexations and easements.
6. Conducts traffic surveys by locating traffic counters, computing related statistics and writing reports.
7. Responsible for the field surveying of assigned projects. Involves topographical, right-of-way, and construction surveying for each assigned project.
8. Reviews public improvement plans for new development to insure improvements meet City standards.
9. Answers questions from the general public regarding utility locations, and general public works inquires about public improvements requirements.

X1-2

MINIMUM QUALIFICATIONS:

Knowledge, Skills and Ability: A good working knowledge of the principles and techniques of land surveying, drafting, inspection, and designing of street, storm sewer, sanitary sewer and water systems. A good understanding of the characteristics of public work facilities and utilities. Required to operate technical surveying equipment such as a theodolite and electronic distance measuring equipment. Must be able to operate a leroy lettering guide and a blueprint machine. Must be able to pass a written and/or oral exam on the basic principles identified above.

Must have the ability to work independently under time constraints. Valid driver's license required.

Experience and Training: Requires two years of college training in drafting, engineering and surveying, plus two years experience in the above areas. Two year degree in Civil Engineering Technology is preferred.

MEMO

TO: City Council  
FROM: City Manager  
SUBJECT: Library Bids

DATE: June 26, 1984

The bids for the Library expansion project will be opened on July 2, 1984. We have delayed the bid opening four working days due to the fact that there will be a new labor contract July 1. This change could mean a savings of several thousand dollars in the Library bids.

The bids, along with a recommendation, will be presented to the City Council the night of the meeting.

*Michael Warren*

Michael Warren  
City Manager

MW:fj

THE CITY COUNCIL, SITTING AS COUNCIL AND AS CONTRACT REVIEW BOARD, ACCEPTS THE LOW BID OF \_\_\_\_\_ FOR THE REMODELING AND ADDITION TO THE EXISTING CARNEGIE LIBRARY LOCATED IN NEWBERG, OREGON, FOR THE TOTAL SUM OF \$ \_\_\_\_\_.

WHEREAS, the City of Newberg has obtained, through a bond issue approved by the people of the City, funds to remodel and add a substantial addition to the existing Newberg Carnegie Public Library located in Newberg, Oregon and desires to contract for the construction of this project; and

WHEREAS, the City of Newberg and the people of the City have found that there is a need for this remodeling and addition to the City's Newberg public library; and

WHEREAS, the City, pursuant to the competitive bidding laws of the State of Oregon and the City of Newberg, has received certain sealed bids for the remodeling and addition to the existing Carnegie Library located in Newberg, Oregon, on July 2, 1984 at 2:00 p.m., in the City Council Chambers of the City of Newberg, Oregon, pursuant to published notice (after an extension of time was granted to bidders, also pursuant to published notice from the original due date for opening of June 27, 1984 at 2:00 p.m.), and opened said bids at 2:00 p.m. on July 2, 1984, in the City Council Chambers of the City of Newberg, Oregon, with all the requirements of the competitive bidding process being complied with pursuant to ORS Chapter 279 and City of Newberg Ordinance No. 1793; and

WHEREAS, \_\_\_\_\_ bids were submitted to perform the remodeling and addition to the existing Carnegie Library located in Newberg, Oregon, pursuant to bid specifications and documents; and

WHEREAS, the City Council has approved funds for the installation of this project in its 1984-1985 Fiscal Year Budget; and

WHEREAS, the City Manager, City Engineer and City Finance Director do recommend that the construction of this project be awarded to the lowest bidder.

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

1. That all the findings and information contained in the whereas clauses above are hereby incorporated into this resolution at this point by reference in their entirety.

2. That pursuant to the competitive bidding process, the City Council sitting as Council and as the Contract Review Board, accepts the low bid and awards the construction contract, known as Remodeling and Addition to the Existing Carnegie Library, located in Newberg, Oregon, Newberg Public Library Project, to the low bidder, \_\_\_\_\_ for the low bid amount of \$ \_\_\_\_\_. A copy of the competitive bids received July 2, 1984, are attached hereto and incorporated herein at this point by reference.

3. That the City Council of the City of Newberg, sitting as Council and as Contract Review Board, hereby approves acceptance of the low bid and authorizes the City Manager to enter into the construction

contract known as Remodeling and Addition to the Existing Carnegie Library located in Newberg, Oregon, Newberg Public Library, with the low bidder \_\_\_\_\_, for a total cost not to exceed \$ \_\_\_\_\_.

ADOPTED by the City Council of the City of Newberg, Oregon, this 2nd day of July, 1984.

Arvilla Page - City Recorder

XI-3

MEMO

TO: City Council

DATE: June 26, 1984

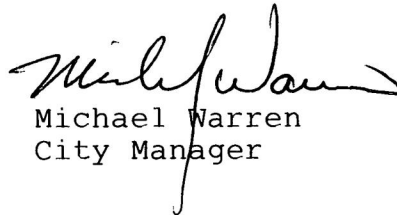
FROM: City Manager

SUBJECT: Crestview Manor Agreement

The attached resolution approving the amendment to the Subdivision Agreement for Crestview Manor will be reviewed by the Public Works Committee on Thursday, June 28, 1984.

City Staff is not authorized to unilaterally enter into an agreement of this nature.

The subject matter has been reviewed by the Staff and while there are some variances from the original agreement it is, for the most part, dictated by the economic times. I would suggest that the City Council follow the recommendations of the Public Works Committee once they have reviewed the proposed agreement.



Michael Warren  
City Manager

MW/bjm

X1-4



Page

A RESOLUTION APPROVING AMENDMENT TO "SUBDIVISION AGREEMENT CRESTVIEW MANOR MARCH 29, 1982" AND "SECURITY AGREEMENT" OF MARCH, 1982 REGARDING CRESTVIEW MANOR TO ALLOW PHASING OF IMPROVEMENT COMPLETION, BUILDING AND OCCUPANCY.

WHEREAS, the City of Newberg and the Oregon Conference of the Free Methodist Church have entered into previous agreements regarding the development known as "Crestview Manor"; and

WHEREAS, the certain subdivision agreement regarding Crestview Manor was entered into March 29, 1982 and agreement on bonding was entered into between March 8 and March 11, 1982; and

WHEREAS, the City of Newberg and the Oregon Conference of the Free Methodist Church agree that phasing of improvements, building and occupancy should be allowed in said development.

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

1. Based upon the whereas clauses above, the City Manager of the City of Newberg, Oregon, is hereby authorized to execute that certain agreement amending the above referred to agreements which is attached hereto as Exhibit A and incorporated herein at this point by reference, which allows the phasing of improvements, building and occupancy permits in the Crestview Manor Subdivision Project.

ADOPTED by the City Council of the City of Newberg, Oregon, this 2nd day of July, 1984.

---

Arvilla Page - City Recorder

Stan Bunn  
Brian Erickson

**STAN BUNN**  
ATTORNEY AT LAW  
488 EAST FIRST STREET  
NEWBERG, OREGON 97132  
TELEPHONE (503) 538-7374

June 21, 1984

Mr. Alan Halstead  
City Council Member  
3002 Crestview Drive  
Newberg, OR 97132

Re: Crestview Manor Project

Dear Alan:

I am writing to you as a city council member and head of the Public Works Committee to provide you with a copy of the proposed agreement between the Oregon Conference of the Free Methodist Church and the City of Newberg concerning the continued development of the Crestview Manor Project.

The agreement has been reviewed by Rick Faus, the City Attorney, who made several changes on behalf of the City of Newberg. I would appreciate having your thoughts on the draft agreement prior to the July 2, 1984 meeting at which I will be present to propose the agreement.

I will look forward to hearing from you.

Kindest regards.

Sincerely,



Stan Bunn  
Attorney

bw  
Enclosure

cc: Mr. Bill Page  
Mr. Ray Barnes  
Mr. John Poet

X1-4

## AGREEMENT

The following agreement is between the CITY OF NEWBERG, OREGON, a municipal corporation, hereinafter called the "City", and the OREGON CONFERENCE OF THE FREE METHODIST CHURCH, hereinafter called the "Conference". This agreement is for modification of earlier agreements concerning the development of the Crestview Manor Project, more fully described in Exhibit "A" attached hereto and by reference incorporated herein. Except as altered in this agreement, all earlier agreements between the parties concerning this subdivision shall remain in full force and effect.

WHEREAS, the parties recognize that the economy of the State of Oregon and the City of Newberg has been in a depressed state in recent years and that due to that depressed state, the project known as "Crestview Manor" has sold and developed slower than would have otherwise been the case.

WHEREAS, the parties recognize that the developers of Crestview Manor Project have developed said project in a professional and workmanlike manner; therefore, the parties agree to modify their earlier agreements as follows:

The requirement that all public improvements including streets, sewer, water and utilities be completed by March 1, 1984, is hereby extended to allow completion of those facilities on phasing as described later herein as follows:

PHASE I - The improvements shall be completed by June 20, 1984.

PHASE II - The improvements shall be completed no later than June 20, 1985.

PHASE III - The improvements shall be completed no later than June 20, 1986.

Further, it is hereby committed by the City that building permits will be issued upon request on any Phase of the project

at this time. In addition, it is agreed that occupancy permits (after final building inspection) for each Phase of the project will be granted at such time as the improvements hereinabove mentioned for that Phase have been completed and accepted by the City Engineer for the entire Phase, and other terms and conditions of this agreement and earlier agreements have been complied with.

The phasing for this project shall be as follows:

PHASE I shall include all of the area fronting on Aldersgate Street from its entrance from Crestview Drive to the southern end of Lots 9 and 42. The development of PHASE I would include occupancy permits for Lots 9 through 18, Lot 52, and Lots 42 through 47. It is acknowledged by the City that PHASE I public improvements have been completed and occupancy permits can be applied for at this time.

PHASE II would include the improvements on Johnson Drive from its access on the northern end of Aldersgate through the southern end of Lot 59 and the northern end of Lot 30 for electrical service, and the southern end of Lot 30 for streets, water and sewer. Lots 19 through 30, 48 through 51, and 53 through 59 would be considered a portion of PHASE II, and occupancy permits on those units would be allowed when the public improvements have been completed for that PHASE.

Finally, PHASE III would include improvements on the remainder of Johnson Drive, and would include Lots 1 through 8, 31 through 41, and 54 through 62, with the understanding and agreement that when the public improvements are completed on that PHASE III, that occupancy permits would be available.

It is recognized that this agreement modifies the Subdivision Agreement of March 29, 1982, paragraphs 2 and 5. It is further recognized that this agreement modifies that agreement between the parties of March, 1982, and that in lieu of a bond being required posted for development of this project, that the City of Newberg continues to accept as an alternative to and in lieu of bond, good and other valuable consideration. As a part of this consideration, the Conference covenants and binds itself, through its Board of Administration, that this is an approved project of the OREGON CONFERENCE OF THE FREE METHODIST CHURCH and that the Board of Administration of said Church Conference stands fully behind this project and this agreement.

The Conference further acknowledges that the City has no obligation to issue any party an occupancy permit prior to the time-frame provided in the terms of this agreement, or until bonding is posted or another alternative security satisfactory to the City. In the event any third party would sue the City for failure to issue an occupancy permit during the specified period, the Conference shall fully defend the City if such denial was due to the terms of this agreement.

A map showing the phasing of this project and marked Exhibit "B" is attached hereto and by this reference incorporated herein.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

CITY OF NEWBERG, OREGON

OREGON CONFERENCE OF THE FREE  
METHODIST CHURCH

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
City Attorney  
(as to form)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

MEMORANDUM  
June 25, 1984

TO: Mike Warren, City Manager  
FROM: Clay Moorhead, Planning Director *CEM*  
RE: Adult Entertainment Ordinance

For the past several months, the Newberg Planning Commission has been reviewing issues associated with the adoption of an adult entertainment ordinance. This ordinance, if passed by the City Council, would limit the locations where adult entertainment businesses could be established within the community. The ordinance is very similar to the adult entertainment ordinance that the Multnomah County Commissioners recently approved.

Currently, under the Newberg Zoning Ordinance, it would appear that a request for the establishment of an adult entertainment business would need to go through a conditional use permit; however, these businesses could potentially be established within any C-2 (Community Commercial), C-3 (Central Business District), M-1 (Limited Industrial) and M-2 (Light Industrial) zoning districts.

This ordinance will restrict the siting of adult entertainment businesses. Essentially the controlling requirement is that no adult entertainment business may be established within 650 feet of those items listed under Section 758. With this requirement, it will help to insure that the blighting influences created from the clustering of such businesses will not adversely affect any residential areas within the community.

I have also enclosed a copy of the minutes of the Planning Commission, a letter from Chief Dave Bishop regarding the topic and a recent article that appeared in the Family Circle magazine on June 19, 1984.

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Council Chambers  
7:30 PM, Thursday

A Regular Meeting  
of the Planning Commission

June 21, 1984  
Newberg, Oregon

Members Present:

John Englebrecht  
Brian Erickson  
Jean Harris, Vice-Chair

Jack Kriz  
John Lyda  
Joe Young

Members Absent:

David Richards  
Arthur Roberts  
Roger Veatch

Staff Present:

Clay Moorhead, Planning Director  
Rick Faus, City Attorney  
Barb Mingay, Recording Secretary

Citizens Present:

Dee Dee Harrington, Newberg Times

The meeting of the Newberg Planning Commission was called to order by Vice-Chairman Jean Harris.

New Commissioners Brian Erickson and Jack Kriz were introduced to the Commission.

Motion: Young-Englebrecht to approve May 17, 1984 Planning Commission minutes. Motion carried unanimously by those present.

Public Hearing A:

A review of proposed regulations relating to the siting of adult entertainment businesses within the City of Newberg

There were no objections as to the jurisdiction of the Planning Commission to hear the above matter.

Clay Moorhead, Planning Director, introduced material into the record as follows:

1. A memo was read from Chief Dave Bishop, Newberg Police Department stating his support of an ordinance regulating adult businesses.
2. An article entitled "Pornography Invades the Suburbs," from the issue of Family Circle magazine dated 6-19-84 was read into the record. Contents of the article covered the effects of an adult bookstore on a residential neighborhood.

Mr. Moorhead briefly reviewed the proposed ordinance requirements. With the use of several maps, he pointed out the areas identified by a 1000 foot limitation, a 700 foot limitation and a 650 foot limitation from certain types of uses. He indicated that the area contained by the 650

X11-1

foot limitation allowed for approximately 11 sites that could be potential locations of adult entertainment type businesses. He further pointed out that the area under discussion contained no highway frontage and also eliminated locations which were either uptown or in the commercial strip area along Highway 99W. He indicated that the ordinance would effectively control the blighting influences which are caused by the clustering of adult businesses in our community and still uphold the State and federal constitutional requirements regarding freedom of speech.

Mr. Moorhead reviewed the six findings listed in the ordinance under Section 1 - 754 Intent, Purpose and Findings. He indicated Finding 4 should read "...within the Newberg Comprehensive Plan policies" not "framework."

No proponents or opponents wished to speak. A communication from Chehalem Park and Recreation District requested that "Community Centers" be included as a land uses under item 758 - Requirements. No communications or letters have been received other than those already entered into the record.

City Attorney Faus stated that if an ordinance were passed based on land use and it were so restrictive as to not allow establishment of any adult business, that ordinance would probably not be upheld in court. He commented that a 1000 foot restriction could possibly be considered too restrictive but that a 650 foot restriction would allow at least 11 potential sites for such a business.

Mr. Faus indicated that the figures of 1000 ft. and 650 ft. came from the Multnomah County ordinance currently under review.

Further discussion regarding school bus stops and the yearly revision of their locations followed. It was the consensus of the Commissioners that school bus stops should be eliminated as a location listed under 758 Requirements.

Mr. Faus indicated that this ordinance deals with land use restrictions, not with the censorship of the type of material sold or displayed. He further indicated that the 650 ft. restriction would still provide a "choice in the market place" for adult businesses.

Hearing Closed.

The Commission deliberated on the issues in the ordinance. A discussion of the terms "substantial or significant portion of the establishment's activities or merchandise" followed with City Attorney Faus commenting that "substantial" usually indicated more than 50% and that similar language has been upheld in court. Impacts of parking for these facilities was also discussed. It was the consensus of the Commission to include under section 758 - Requirements, item (b.) boundary of a residential zone and areas designated on the Newberg Comprehensive Plan for residential uses, item (f.) kindergartens, colleges or universities, to add (q.) community centers and to delete (o.) school bus stops. In addition, a distance of 650 ft. was recommended for the ordinance instead of the 1000 ft. requirement in order to help insure the ordinance could be upheld if challenged.

X11-1



Staff Recommendation: Planning Director Moorhead stated that the staff recommends the adoption of the ordinance as revised.

Motion: Young-Englebrecht to recommend to City Council that they adopt the proposed ordinance as revised based on Findings 1-6 under Section 754 of the ordinance. Vote on Motion: Aye: Englebrecht, Erickson, Harris, Kriz, Lyda, Young. Nay: None. Motion carried unanimously by those present.

Motion: Lyda-Englebrecht to recommend to the Yamhill County Commissioners that they enact a similar ordinance for the County. Motion carried unanimously.

Commissioner Englebrecht asked that a copy of the revised ordinance be sent to the City of Dundee Planning Commission at their request.

Mr. Moorhead indicated that the City Council would have a public hearing on the matter at a later date.

Agenda Item 5 - Staff informed the Commission that the 45 day notice period required for a public hearing on mobile street vendors would be enacted. He asked for some direction from the Planning Commission as to what kind of ordinance they would prefer to review. Briefly discussed were current ordinances regarding peddling, vending, etc. Staff was asked to develop several options for presentation to the Planning Commission at their next regular meeting.

Old Business. None

New Business. Staff informed the Commission of new developments in commercial construction and also provided information on current grant applications awarded the City.

He presented the resignation of David Richards from the Planning Commission effective immediately.

Staff was asked about what kind of sign controls Newberg currently had. Mr. Moorhead commented on the past policies of the City regarding sign control. Further discussions regarding sign controls will be considered at a future Planning Commission meeting.

Motion: Kriz-Englebrecht to adjourn. Motion carried unanimously.

X11-1

# PORNOGRAPHY INVADES THE SUBURBS

When an "adult bookstore" moved into their quiet neighborhood, Sue and Ed Nickson discovered how hard-core porn and its influence can destroy the streets you live on.

BY LORENE HANLEY DUQUIN



The Nicksons join their neighbors' picket line outside the "bookstore" near their former home (top). The store is still in business.

**T**here was a time when Ed and Sue Nickson would have laughed at the idea that a new bookstore on their block could make them leave the house and neighborhood they had come to love. That time was before Village Books and News took over the vacant store on their corner in a small suburb of Buffalo, New York.

The "bookstore," you see, was not the nice little shop Sue had envisioned when its sign first went up in the fall of 1979. It was, as the Nicksons and their neighbors were to learn, an "adult" bookstore, specializing in hard-core pornography, a complete line of sexual "aids" and a room full of booths in which X-rated films could be viewed.

When Sue and Ed were ready to buy their first home in 1973, Kenmore seemed like the ideal choice of towns. It was close to Buffalo, where they had both grown up, and as the realtor pointed out, it was a nice place to raise a family. It was also conveniently close to Ed's job at a local bank. The neighborhood they settled in seemed ideal, too—a quiet side street within walking distance of the shops, restaurants and small businesses that lined the main street of the village. Sue came to know it well as she pushed first Chris's and then Tim's stroller to the grocery store.

"When you live in a neighborhood," Sue says, "you get to know the sounds of your neighbors—their voices, their kids, their cars." But after the bookstore

opened, the sounds—and appearance—of the neighborhood began to change. Unfamiliar cars were parked in front of their home, and strangers loitered near the bookstore.

From the main street, Village Books and News looked like any small-town newspaper store. Daily papers, cigarettes, candy and general interest magazines lined the racks of its front room. Its real business, though, was conducted in a backroom, behind a door with a sign reading, "You must be 21 to enter." And unlike most small bookshops, this store remained open 24 hours a day, seven days a week.

When Ed Nickson learned at a Kiwanis meeting what the store's principal merchandise was, he joined a group of local businessmen and went to the mayor. "We were worried that other 'adult' businesses would move in and the commercial section of Kenmore would deteriorate," Ed recalls. "We were told the police were aware of the situation and could handle it."

At first, it seemed the police could. Within a week of the bookstore's opening, two clerks were arrested for selling sexual devices to plainclothes detectives. Police continued to monitor the store all during that winter. But as the months wore on, motion after motion filed by the storeowner's attorney delayed a trial.

Before the bookstore came to Kenmore, Ed and Sue Nickson thought that

hard-core pornography peddlers operated only in the downtown areas of big cities. They were wrong.

**O**ver the past 10 years, the pornography industry has infiltrated smaller cities, towns and suburbs. Today there are an estimated 15,000 to 20,000 "adult" bookstores in the United States. In some communities—such as Stoughton, Massachusetts; Darby, Pennsylvania; and Yuccapa, California—residents have fought and put such stores out of business.

"We thought we could do the same thing," Sue says. "We thought we could say, 'This store doesn't belong here,' and they would leave."

But the Cleveland-based corporation that owned the business had no intention of closing up a profitable enterprise. By the time the winter snow had melted, business was flourishing in the bookstore, and the Nicksons began finding discarded pornographic materials littering their neighborhood.

"We kept finding wrappers from packages of sexual aids with graphic instructions on them," Ed says. "We wondered if people were using these things in parked cars and throwing the wrappers out the windows. We were always picking up, because we didn't want the kids to find this garbage."

When it got warm enough for their sons, 7-year-old Chris and 3-year-old Tim, to play (Continued on page 156)

The one to buy in the first place.



LITTLE HERB MAGIC FROM PAGE 132

## BASIL JELLY

Makes enough to fill 4 half-pint jars of 80c each.

Nutrient Value Per Tablespoon: 46 calories, 0 gm. protein, 0 gm. fat, 0.3 mg. sodium, 0 mg. cholesterol.

- 1½ cups firmly packed fresh basil leaves, finely chopped
- 1¼ cups water
- 3½ cups sugar
- 2 tablespoons lemon juice
- 1 packet (3 ounces) fruit pectin

1. Place chopped basil in saucepan. Add water. Bring to boiling. Remove from heat. Set aside, covered, 15 minutes.
2. Wash 4 half-pint canning jars. Sterilize in boiling water 10 minutes. Keep hot.
3. Strain basil mixture into 2-cup glass measure. Add water to measure 1½ cups, if necessary. Return mixture to saucepan. Stir in sugar and lemon juice.
4. Bring basil mixture to full boil over high heat, stirring constantly. When mixture reaches boiling, immediately stir in pectin. Return to full boil; boil 1 minute, stirring constantly. Remove from heat.
5. Skim foam from top of jelly. Pour jelly into prepared jars, leaving at least ½-inch headspace. Wipe rims and threads clean. Cover jars with hot lids; screw on bands firmly. Let jelly stand until completely cool. Tighten bands, if necessary.
6. Store in cool dry place for several months. After opening, store in refrigerator for up to several weeks.

(More recipes on page 161)

## DAILY NUTRITION COUNTDOWN CHART

Refer to the nutritive content listings on our recipes, then use these guidelines to check that daily menus are well balanced and healthful.

|                          | Average Healthy Adult |                      |
|--------------------------|-----------------------|----------------------|
|                          | Women                 | Men                  |
| Calories <sup>1</sup>    | 2,000                 | 2,700                |
| Protein <sup>2</sup>     | 46 gms<br>(184 cal.)  | 56 gms<br>(224 cal.) |
| Fat <sup>3</sup>         | 66 gms<br>(594 cal.)  | 90 gms<br>(810 cal.) |
| Sodium <sup>4</sup>      | 1,100-3,300 mg        | 1,100-3,300 mg       |
| Cholesterol <sup>5</sup> | 300 mg                | 300 mg               |

Calories (cal.) that do not come from protein or fat should be derived from complex carbohydrates found in whole grains, fresh fruits, vegetables, pasta, etc.

<sup>1</sup>NDA <sup>2</sup>12% of calories) RDA <sup>3</sup>38% of calories) Amer. Heart Assoc. and Nat'l Acad. of Science <sup>4</sup>USDA <sup>5</sup>Amer. Heart Assoc.

PORNOGRAPHY IN THE SUBURBS FROM PAGE 69

outdoors, Sue made sure she was stationed by a window or in a lawn chair out front so she could keep an eye on them. She noticed strange cars prowling the neighborhood. And she was horrified when she saw a man urinate in plain view in the bookstore's parking lot, across the street from her home.

"We were getting really angry," Ed says. "And afraid," Sue adds.

So when they heard that a public meeting was being held to discuss the store, they were delighted. But when someone began to rant about "smut" and the need for censorship, Ed looked at Sue and shook his head.

"I believe in the First Amendment and I don't believe in censorship," Ed says. But he also believed that a store like Village Books and News did not belong in the heart of Kenmore, a stone's throw from homes and schools. His mixed feelings were resolved when the next speaker proposed that the town exercise its own First Amendment rights by picketing the store. The Nicksons volunteered to help, but they decided they first ought to see for themselves what they would be picketing.

When they walked through the door to the bookstore's back room, they saw a wall display of artificial sex organs and realistic life-size blow-up dolls. There were racks of pornographic magazines dealing with bondage, homosexuality and sadism, others showing close-ups of male and female sex organs. On the back wall was a cubicle containing peep-show booths where customers could watch two minutes of X-rated movies for a quarter.

The Nicksons returned in silence to their house around the corner.

When the pickets assembled at the store in May 1980, the media were also there. Sue wasn't prepared for the reporters and TV cameras. Nor was she prepared for the public reaction.

Sometimes people in passing cars would beep the horn and wave in support. But other times, people would shout obscenities and throw things at the picketers. More than once, someone would drop his pants and expose himself to the group. And one day, two men on motorcycles drove up on the sidewalk, forcing the picketers to scatter.

"At first, we didn't know that someone could be arrested for harassing us," Ed says. But one night, while he and a neighbor picketed, the police arrested two men who had been shouting obscenities at them. It was the first arrest Ed witnessed, but not the last.

One day, as Sue was crossing the street to visit a neighbor, a man got out of his car, urinated in front of her and

then walked down to the bookstore. "I called the police, and they went to the store and arrested him. The man was angry, but his wife, who was waiting in the car, was furious. And she was mad at me, not him."

Sometimes Sue didn't call the police, like the day the boys were riding their bikes in the driveway and a strange man parked at the curb. "I felt silly calling the police to say, 'A strange man is sitting in a car outside my house.' He wasn't doing anything illegal. So I walked outside and stood on the sidewalk. Finally, he held up a disgusting magazine and yelled, 'Here, is this what you wanted to see?' and pulled away."

Even though Sue warned Chris and Tim not to talk to strangers or go near the bookstore, she worried whenever the boys were playing outside. One day, she saw a stranger stop his car in front of her house and hail Chris. He was asking how old Chris was when Sue rushed out and pushed the boy inside. The man drove away quickly. It was hours before Sue stopped shaking.

Other children walking home from school were approached by strangers. Two girls were asked if they'd like to make money posing for pictures. A man was arrested for trying to pick up young children, another for making suggestive remarks to a 14-year-old girl.

Ed remembers that every time his phone rang at the office, he wondered, as he lifted the receiver, if it would be bad news from Sue or the police.

"People in other sections of Kenmore weren't as affected by the bookstore as we were," Sue says. People who didn't live on their block didn't understand what it was like to be awakened in the wee hours by loud voices and filthy language, or to have strange men hanging around outside their door.

The attorney for the bookstore's owners told reporters the residents were imagining things. "It's their own self-serving hallucinations," he was quoted as saying. But Sue has clippings documenting the illegal and "nuisance" activities the bookstore generated.

"You can't imagine things like that happening," she says. Certainly, the Nicksons did not imagine the letter they received warning them to stop fighting the store because they didn't "know what they were dealing with."

But they didn't stop fighting. And the more people they talked to, the more volunteers joined their crusade. Over 700 men and women picketed the store at one time or another, and 20,000 signed petitions against it.

But as the bookstore's third winter in business

(Continued on page 159)

**Bleach this shirt?  
Of course.**

►Arrow► Cotton Plus quality starts with  
bleach-safe colors and fabrics.

Cotton Plus: the softest  
comfort and ease care.

Quality Cotton Plus  
bleachable fabrics \$5  
cotton 15% polyester.

The shirt  
America lives in.  
►Arrow►

FREE OFFER For a free  
"Colors & Clorox" brochure,  
write to The Clorox Co.,  
P.O. Box 24305, Oakland,  
CA 94623.



**PORNOGRAPHY INVADERS THE SUBURBS FROM PAGE 156**

approached, picketers became discouraged. Police had raided the store five times on obscenity charges, and none of the cases had come to trial. In fact, the Nicksons learned that a standard tactic in defending these cases is to delay trial as long as possible. It became clear that an effective battle would have to be fought on political as well as legal grounds.

So the Nicksons started studying lobbying, law and the judicial system. They went to seminars to hear about various legal tactics, such as zoning and fire regulations, to control the spread of "adult" bookstores. They learned, too, that obscenity laws are hard to enforce; that the general public appears indifferent. One FBI study that tied pornography to organized crime concluded, "People seem to feel that as long as it doesn't bother them personally, leave it alone."

"I have a theory about that," Ed says. "I remember when drugs were considered only an inner-city problem. When they moved out into suburbs and small towns, people were shocked. I think the same thing is happening with hard-core pornography. People aren't aware that it's creeping out of the cities. But once it gets to your neighborhood, watch out."

In Kenmore, the village board rewrote

its zoning ordinance to keep other "adult" enterprises well away from homes, schools and the retail section of the village. Ed Nickson thinks it is a good thing. "At least, with a zoning ordinance, a community has a chance to decide where a store like this would cause the fewest problems," he says.

Sue and Ed also helped lobby for change in the New York State Penal Code. The new law made a second obscenity offense far more serious, classifying it as a felony, instead of as a misdemeanor. The new law's effectiveness has already become evident. In October 1982, a grand jury handed down indictments against the store and its employees for prostitution and improper sexual activities; non-enforcement of age restrictions; and sale of allegedly obscene publications, among other offenses. Thirteen were felony charges. Trial is still pending.

But the Nicksons knew these cases wouldn't come to trial soon. As their boys grew, it was harder to watch over them, harder to protect them. And they didn't want to raise them in an environment where they would have to learn to memorize license plates and identify suspects. Sue and Ed began to think

seriously about moving from Kenmore.

At about that time, two men were arrested for engaging in sexual activity in a van across the street from the Nicksons' house. The following spring, a 79-year-old man and a 21-year-old youth were arrested while engaging in sex in the stairwell of a nearby building.

"It's difficult enough trying to explain sex to your children," Sue says, "but when you have to start explaining what those two men were doing to each other, it was just too much."

So the Nicksons regretfully sold the pretty Dutch colonial house to a couple with no children. "Kenmore is still a good place to live and I believe the store will close eventually," Sue says. "We just couldn't wait any longer."

But despite the move to another town, the Nicksons' fight against the bookstore continues. Sue has promised to remain active in the citizens' group and will continue to edit their newsletter. Ed still wants to see "adult" businesses controlled and obscenity laws enforced. They both warn people every chance they get that what happened to them could happen anywhere. They want people to know that pornography is not always a "victimless" crime. ■



MEMO

TO: City Planner  
FROM: Chief of Police  
SUBJECT: Adult Entertainment Ordinance

DATE: June 21, 1984

Clay:

After reviewing the Adult Entertainment Ordinance, I recommend that the Planning Commission approve this ordinance in its entirety.

I am personally familiar with working in a city where we had no such ordinance and the problems that can arise. Once the problem surfaces, it's almost impossible to correct it. You and the Planning Commission are to be commended for taking this issue on before we are actually confronted with these problems.

As a matter of interest, Chuck Fessler, Undersheriff of Multnomah County, and I wrote the original rough draft of this ordinance several years ago. His county approved and adopted it and it has been very effective.

Other counties and cities that have not adopted such an ordinance have experienced continued problems with massage parlors and adult book stores being located in residential areas. One case I am familiar with was that of a massage parlor being located in the same block as a church, causing near riots between churchgoers and massage parlor patrons.

These businesses also attract other types of crime as well. Studies have shown that these types of establishments tend to draw undersirable people.

In summing up, I see this to be a very important tool in preventing these types of problems in Newberg in the future.

Respectfully,



D.G. Bishop  
Chief of Police

DGB/mr

X11-1

ORDINANCE NO.

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF NEWBERG TO IMPOSE STANDARDS UPON THE ESTABLISHMENT, EXPANSION OR RELOCATION OF ADULT ENTERTAINMENT BUSINESSES WITHIN THE CITY OF NEWBERG, OREGON AND DECLARING AN EMERGENCY.

THE CITY OF NEWBERG ORDAINS AS FOLLOWS:

Section 1. That Ordinance No. 1968, the Zoning Ordinance of the City of Newberg, passed and approved July 2, 1979, as amended, is hereby amended to add four new sections to read as follows:

"Adult Entertainment Businesses.

754 Intent, Purpose and Findings.

1. The City Council intends by this amendment to ameliorate the blighting and decay-producing social effects upon residential and residentially-supportive commercial neighborhoods caused by adult entertainment businesses, as defined herein, without intending to impose upon such businesses a restriction of the communication they offer or the right of patrons to have access to such communication.

2. The City Council does recognize, and hereby finds, that to regulate such businesses upon the basis of approving or not approving the content of the communication purveyed thereby or to restrict the right of citizens to have access to such communication has been held to violate the protection of free speech afforded by both the United States and Oregon Constitutions and such regulation would be suspect under the law.

3. The City Council is advised, and does hereby find, that it is not necessary for the City Council to await the actual occurrence of such blighting and decay to residential and residentially-supportive commercial neighborhoods from the presence of adult entertainment businesses to enact regulations of the type herein prescribed, but that the City Council can rely upon findings and evidence in support thereof by other urban communities whose investigation into the subject has revealed such phenomena and the need for such regulation. Accordingly, this City Council adopts the determination of the Common Council of the City of Detroit, Michigan, when it enacted legislation upheld in Young v. American Mini Theaters, found in 427 U.S. 50, 49 L.Ed.2d 310, 96 S.Ct. 2040 (1976), to the effect that adult entertainment businesses in the form of theaters offering specific adult-oriented material adversely impact the surrounding community unlike other theaters, thereby requiring different treatment under the zoning scheme applicable to the City of Detroit.

4. This amendment does comply with standards within the Newberg Comprehensive Plan policies including citizen involvement, the economy and urban design.

5. The City Council finds that adult entertainment businesses, as defined herein, commonly include movie theaters, bookstores, clubs, taverns, relaxation parlors, arcades, merchandising shops and the like, all of which in their generic form are permitted uses within specified zoning districts in the City's zoning ordinance. However, the City Council finds that when such businesses offer the display of sexually explicit erotic conduct, intended to appeal to the prurient interest, including nude or semi-nude dancing and real or simulated specific sexual activities such as masturbation, intercourse, sodomy, sadomasochistic abuse or stimulated sexual organs, or the sale of materials and services intended to appeal to such interests, there is an impact upon surrounding residential and residentially-supportive commercial land uses resulting in deteriorated property values, increased antisocial and criminal incidents and exposure of residents to blighting effects on the quality of residential life.

6. The City Council finds that the deleterious effects of adult entertainment businesses upon surrounding residential and residentially-supportive commercial neighborhoods will be reduced if such businesses are required to locate at distances from one another and from such other prescribed land uses as will discourage any clustering of adult entertainment businesses or the concentration thereof and minimize corresponding effects found by the City Council to accompany the intensified presence of adult entertainment land uses.

#### 756 Definitions.

1. "Adult entertainment business" is a term intended to cover a broad range of activities characterized by live, closed circuit, or reproduced material which has an emphasis on nudity and/or sexual activity. The term adult business also includes the full range of adult theaters and related businesses defined below. Adult businesses generally limit their patrons to persons at least 18 years of age. Adult businesses include the following types of establishments: adult bookstores, adult theaters, adult arcades, adult cabarets, adult paraphernalia shops, and other establishments which feature a combination of activities or merchandise described above which collectively make up a substantial or significant portion of the establishment's activities or merchandise. The term "adult entertainment business" also includes other uses similar to the uses listed above, presenting material for patrons to view (live, closed circuit or reproductions), and/or purchase or rent, a substantial portion of which is characterized by an emphasis on nudity and/or specified sexual activity; and limiting entrance to patrons who are over 18 years of age.

2. "Adult bookstore" is an establishment having, as a substantial or significant portion of its merchandise, such items

as books, magazines, other publications, films, video tapes or video discs which are for sale, rent or viewing on premises and which are distinguished by their emphasis on matters depicting specified sexual activities.

3. "Adult theater", is an establishment used primarily for presenting material (either live, closed circuit, or pre-recorded) for observation by patrons therein, having as a dominant theme an emphasis on nudity and/or specified sexual activities.

4. "Adult Arcade" is an establishment offering viewing booths or rooms for one or more persons in which a substantial portion of the material presented (either live, closed circuit or reproduced) is characterized by an emphasis on nudity and/or specified sexual activities.

5. "Adult cabaret" is an establishment having as its primary attraction live exhibitions (either for direct viewing, closed circuit viewing, or viewing through a transparent partition) for patrons, either individually or in groups, where a substantial portion of the material presented is characterized by an emphasis on nudity and/or specified sexual activities.

6. "Adult paraphernalia shop" is an establishment offering as a substantial or significant portion of its merchandise objects which simulate human genitalia and/or objects designed to be used to substitute for or be used with human genitalia while engaged in specified sexual activities.

7. "Nudity" or "nude" means being devoid of a covering for the male or female genitalia consisting of an opaque material which does not simulate the organ covered and in the case of a female exposing to view one or both breasts without a circular covering, centered on the nipple that is at least three inches in diameter and does not simulate the organ covered.

8. "Specified sexual activities" means real or simulated acts of human sexual intercourse, human/animal sexual intercourse, masturbation, sadomasochistic abuse, sodomy or the exhibition of human sexual organs in a stimulated state or the characterization thereof in printed form.

#### 758 Requirements.

1. No adult entertainment business shall be located within a distance closer than 650 feet from the following zoning districts and land uses:

- a. another adult entertainment business;
- b. the boundary of a residential zone or areas designated on the Comprehensive Plan for residential uses;
- c. a library;
- d. a hospital;
- e. a day care center;





MEMO

TO: City Council

DATE: June 26, 1984

FROM: City Manager

SUBJECT: Cross Connection Ordinance

The Ordinance Committee at its June 19, 1984 meeting approved and recommended that the Council adopt the cross connection control ordinance. Prior to that date the Public Works Committee at its May 29, meeting also approved the cross connection ordinance.

The City Engineer and Building Inspector both concur that this is State mandated.



Michael Warren  
City Manager

MW/bjm

Enc.

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AN ORDINANCE REGULATING AND PROHIBITING CROSS-CONNECTIONS TO THE WATER SUPPLY OF THE CITY OF NEWBERG; DECLARING CROSS-CONNECTIONS TO BE A HAZARD AND PROVIDING FOR THE ABATEMENT THEREOF; PROVIDING DEFINITIONS; PROVIDING FOR CONTROL AND USE OF BACKFLOW DEVICES; PROVIDING A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND DECLARING AN EMERGENCY.

THE CITY OF NEWBERG ORDAINS AS FOLLOWS:

Section 1. PURPOSE AND SCOPE. The purpose of this ordinance is to protect the public health of water consumers by the control of actual and/or potential cross-connections to customers.

Section 2. DEFINITIONS.

(1) "Backflow" - shall mean the undesirable reversal of water or mixtures of water and other liquids, gases or other substances into the distribution pipes of the potable supply of water from any source or sources.

(2) "Backflow Prevention Device" (approved) - shall mean a device that has been investigated and approved by the regulatory agency having jurisdiction. The approval of backflow prevention devices by the regulatory agency should be on the basis of a favorable laboratory and field evaluation report by an "approved testing laboratory", recommending such approval.

(3) "Backflow Prevention Device" (type) - shall mean any approved device used to prevent backflow into a potable water system. The type of device used should be based on the degree of hazard either existing or potential.

(4) "Contamination" - shall mean the entry into or presence in a public water supply of any substance which may be deleterious to health and/or quality of the water.

(5) "Cross-Connection" - shall mean any unprotected actual or potential connection or structural arrangement between a public or a consumer's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance other than the intended potable water with which the water, industrial fluid, gas or substance other than the intended potable water with which the system is supplied. By-pass arrangements, jumper connections, removable sections, swivel or changeover devices and other temporary or permanent devices through which or because of which "backflow" can or may occur are considered to be cross connections.

(6) "Director" - shall mean the Director of Public Works of the City of Newberg or authorized agent.

(7) "Hazard, degree of" - shall be derived from the evaluation of a health, system, plumbing or pollutional hazard.

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(8) "Hazard, health" - shall mean an actual or potential threat of contamination of a physical or toxic nature to the public potable water system or the consumer's potable water system that would be a danger to health.

(9) "Hazard, plumbing" - shall mean an internal or plumbing type cross-connection in a consumer's potable water system that may be either a pollutional or a contamination type hazard. This includes, but is not limited to, cross-connections to toilets, sinks, lavatories, wash trays, domestic washing machines and law sprinkling systems. Plumbing type cross-connections can be located in many types of structures including homes, apartment houses, hotels, and commercial or industrial establishments.

(10) "Hazard, pollutional" - shall mean an actual or potential threat to the physical properties of the water system or the potability of the public or the consumer's potable water system but which would not constitute a health or system hazard, as defined. The maximum degree or intensity of pollution to which the potable water system could be degraded under this definition would cause a nuisance or be aesthetically objectionable or could cause minor damage to the system or its appurtenances.

(11) "Hazard, system" - shall mean an actual or potential threat of severe danger to the physical properties of the public or consumer's potable water system or of a pollution or contamination which would have a protracted effect on the quality of the potable water in the system.

(12) "Health Division Officer" - shall mean the Oregon State Health Division Officer, or authorized agent.

(13) "Potable Water Supply" - shall mean any system of water supply intended or used for human consumption or other domestic use.

Section 3. CROSS-CONNECTIONS. The installation or maintenance of a cross-connection which will endanger the water quality of the potable water supply system of the City shall be unlawful and is prohibited. Any such cross-connection now existing or hereafter installed is hereby declared to be a public hazard and the same shall be abated. The control or elimination of cross-connections shall be in accordance with this ordinance and in compliance with the Oregon Administrative Rules, Chapter 333, Public Water Systems. The Director shall have the authority to establish requirements more stringent than State regulations if he deems that the conditions so dictate. The City shall adopt rules and regulations as necessary to carry out the provisions of this ordinance. The Building Official is hereby authorized to enforce the provisions of this ordinance in the inspection of existing, new and remodeled buildings.

#### Section 4. USE OF BACKFLOW PREVENTION DEVICES.

(1) No water service connection to any premises shall be installed or maintained by the City unless the water supply is protected as required by State law and regulation and this ordinance. Service of water to any premises shall be discontinued by the City if a backflow prevention device required by this ordinance is not installed, tested and maintained, or if it is found that a backflow prevention device has been removed, by-passed, or if an unprotected cross-connection exists on the premises. Service will not be restored until such conditions or defects are corrected.

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(2) The customer's system should be open for inspection and tests at all reasonable times to authorized representatives of the City to determine whether cross-connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the Director shall deny or immediately discontinue service to the premises by providing for a physical break in the service line until the customer has corrected the condition(s) in conformance with the State and City statutes relating to plumbing and water supplies and the regulations adopted pursuant thereto.

(3) An approved Backflow Prevention Device shall also be installed on each service line to a customer's water system at or near the property line or immediately inside the building being served; but, in all cases, before the first branch line leading off the service line.

(4) Backflow prevention devices shall be installed under circumstances including, but not limited to, the following:

- (a) Premises having an auxiliary water supply.
- (b) Premises having cross-connections that are not correctable, or intricate planning arrangements which make it impractical to ascertain whether or not cross-connections exist.
- (c) Premises where entry is restricted so that inspections for cross-connections cannot be made with sufficient frequency or at sufficiently short notice to assure that cross-connections do not exist.
- (d) Premises having a history of cross-connections being established or re-established.
- (e) Premises on which an substance is handled under pressure so as to permit entry into the Public Water Supply, or where a cross-connection could reasonably be expected to occur. This shall include the handling of process waters and cooling waters.
- (f) Premises where materials of a toxic or hazardous nature are handled in such a way that if back siphonage should occur, a serious health hazard might result.
- (g) The following types of facilities will fall into one of the above categories where a backflow prevention device is required to protect the Public Water Supply. A backflow prevention device shall be installed at these facilities unless the City determines that no hazard exists.

- Hospitals, mortuaries, clinics
- Laboratories
- Metal plating industries
- Piers and Docks
- Sewage treatment plants
- Food or beverage processing plants
- Chemical plants using a water process
- Petroleum processing or storage plants
- Radioactive material processing plants or nuclear reactors
- Facilities with fire service lines as specified by the Oregon State Health Division
- Other Facilities which require cross-connection control through the use of backflow prevention devices as required by this ordinance and OAR Chapter 333, Public Water Systems

(5) The type of protective device required shall depend on the degree of hazard which exists:

- (a) An air-gap separation or a reduced-pressure-principle backflow prevention device shall be installed where the public water supply may be contaminated with sewage, industrial waste of a toxic nature, or other contaminant which could cause a health or system hazard.
- (b) In the case of a substance which may be objectionable but not hazardous to health, a double check valve assembly, air-gap separation, or a reduced-pressure-principle backflow prevention device shall be installed.

(6) Backflow prevention devices required by this ordinance shall be installed under the supervision, and with the approval, of the City.

(7) Any protective device required by this ordinance shall be approved by the Director.

(8) These devices shall be furnished and installed by and at the expense of the customer.

(9) It shall be the duty of the customer-user at any premise where backflow prevention devices are installed to have certified inspections and operational tests made at least once per year. In those instances where the Director deems the hazard to be great enough he may require certified inspections at more frequent intervals. These inspections and tests shall be at the expense of the water user and shall be performed by a certified tester approved by the Director. It shall be the duty of the Director to see that these timely tests are made. The customer-user shall notify the Director in advance when the tests are to be undertaken so that the Director or a representative may witness the tests, if so desired. These devices shall be repaired, overhauled or replaced at the expense of the customer-user whenever said devices are found to be defective. Records of such tests, repairs and overhaul shall be kept and copies sent to the Director.

(10) No underground sprinkling device will be installed without adequate backflow prevention devices.

(11) Failure of the customer to cooperate in the installation, maintenance, testing or inspection of backflow prevention devices required by this ordinance or by State law shall be grounds for the termination of water service to the premises.

#### Section 5. CROSS-CONNECTION INSPECTION.

(1) No water shall be delivered to any structure hereafter built within the City of Newberg or within areas served by City water until the same shall have been inspected by the City for possible cross-connections and have been found free of same and approved.

(2) Any construction for industrial or other purposes which is classified as hazardous facilities where it is reasonable to anticipate intermittent cross-connections, or as determined by the Director, shall be protected by the installation of one or more backflow prevention devices at the point of service from the public water supply or any other location designated by the City.

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(3) Inspections shall be made at the discretion of the Director of all buildings, structures, or improvements for the purpose of ascertaining whether cross-connections exist. Such inspections shall be made by the City.

Section 6. LIABILITY. This ordinance shall not be construed to hold the City responsible for any damage to persons or property by reason of the inspection or testing herein, or the failure to inspect or test or by reason of approval of any cross-connections.

Section 7. PENALTIES. Any person who violates, disobeys, omits, neglects, or refuses to comply with, or resists the enforcement of any of the provisions of this ordinance or the rules and regulations as adopted by the City, shall be deemed guilty of a civil violation and, upon conviction thereof, shall for each offense be punished by a fine in a sum not exceeding One Thousand Dollars. Each day of continuing violation shall constitute a separate offense.

Section 8. NOW, THEREFORE, it is necessary for the immediate preservation of the public health, peace and safety of the City of Newberg, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately upon its passage by the Council and approval by the Mayor.

PASSED by the Council of the City of Newberg, Oregon, this 7th day of May, 1984 by the following votes:

Ayes:

Nays:

Absent:

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Arvilla Page - City Recorder

APPROVED by the Mayor this 7th day of May, 1984.

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Elvern Hall - Mayor

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