

CITY COUNCIL
AGENDA
COUNCIL CHAMBERS
April 5, 1982
7:30 P.M.

- I. CALL MEETING TO ORDER
- II. ROLL CALL
- III. CONSENT CALENDAR:
 - 1. Minutes of:
 - a) February 25, 1982 Budget Committee Meeting
 - b) March 1, 1982 City Council Meeting
 - c) March 17, 1982 Budget Committee Meeting
 - d) March 17, 1982 Adjourned City Council Meeting
 - e) March 22, 1982 Special City Council Meeting with Mayor's Task Force Chairmen.
 - 2. Proclamation proclaiming week of April 18- April 24, 1982 as Building Safety Week.
 - 3. Proclamation proclaiming David Rhoades and "Mattie" Rowan to be honorary members of the Century Club of the City of Newberg.
 - 4. Report on Public Works Director's appointment as Chairman of APWA Water Resource Committee.
 - 5. Report on Fire Chiefs' invitation to attend Salem Area Chamber of Commerce appreciation luncheon, April 28, 1982.
 - 6. Report on Newberg Municipal Court case load and fines.
 - 7. Proclamation proclaiming May 13, 1982 Kristina Bauer Day
- IV. COMMUNICATIONS AND REQUESTS FROM THE FLOOR:
 - 1. Communication from City of Dundee complimenting Police Department for a job well done.
- V. PUBLIC HEARINGS:
 - 1. Public Hearing on Site Review
- VI. REPORTS FROM CITY ADMINISTRATOR:
 - 1. Report on Small Business Week - May 9-15, 1982
 - 2. Report on Redevelopment and Economic Revitalization of Uptown Area
 - 3. Report on article on Nuclear Weapons
 - 4. Report on March 25, 1982 Finance Committee Meeting
- VII. OLD BUSINESS:
- VIII. NEW BUSINESS:
 - 1. Approve Accounts Payable
 - 2. Report on Solberg Court of Appeals Case
 - 3. Report on Cable Television Franchise
- IX. RESOLUTIONS:
- X. ORDINANCES:
 - 1. Ordinance amending Ordinance No. 1969 to change land use designation of Tax Lot No. 3221-2700 from Medium Density to Commercial.
 - 2. Ordinance amending Ordinance No. 929 providing requirements for sidewalks and curbs and designating type of construction.

ACCOUNTS PAYABLE
APRIL, 1982

4/82

AAmco	25.00	Nap's IGA	7.27
David F. Abbott	42.00	Newberg Auto Parts	22.45
Al's Drive In	26.95	Newberg Community Hospital	238.51
Associated Janitor	98.22	Newberg Graphic	373.57
Baker's TV Center	16.44	Newberg Interiors	46.00
Verne H. Ballantyne	24.95	Newberg Radiator Service	197.62
Barker's Auto Supply	23.61	Newberg Ready Mix	60.85
Brass Key	27.15	Newberg River Rock Prod.	596.75
Brodart, Inc.	310.05	Newman Signs	842.70
Butler Chevrolet	433.19	Nancy Nickel	75.00
Butterworths	110.00	Norris Paints	57.15
Buy Wise Drugs	85.80	Northwest Business Systems	185.93
C.E. Little Fire Equip.	6.00	Northwest Law Enforcement	263.94
C & G Auto Repair	34.50	Northwest Natural Gas	975.00 *
Callaghan & Co.	62.75	Nurnberg Scientific	21.00
Camera Quarters	263.60	Oregon Meter Repair	351.00
Cascade Architectural	91.14	Oregonian	7.50
Chehalem Valley Sr. Cit.	1,100.00	Pacific Reflex Signs	27.40
Chevron	11.86	Pacific Safety Supply	21.68
Coast to Coast	177.41	PayLess	26.13
Conrey Electric	40.80	Harris L. Pearson	25.00
Copy Office Products	737.47	PGE Co.	18,900.00 *
Crabtree Rock	103.75	Radio Shack	8.07
Crowell Auto Parts	27.49	Revenue Sharing Advisory Ser.	42.00
Culligan	15.00	Rogers Machinery Co.	377.05
D & K Plumbing	100.00	Rowell & Wickersham	372.14
Dents	67.60	S D Leasing	312.00
Diamond G. Enterprises	9.00	Sanderson Safety Supply	202.92
Disposal Industries, Inc.	6.65	Sears	175.41
Easterday Supply Co.	61.38	Sentinel Alarms	760.00
Engineered Control Products	639.71	Spec Industries	66.96
Feenaughty Machinery	1,022.40	Tigard Auto Wrecking	80.00
Ferron Janitorial	501.00	Universal Video	15.95
Fisher Electric	100.00	W. R. Grace	181.46
Four Seasons Nursery	128.00	Waide's Mobil	30.50
Fowler Tire	129.78	Water, Food & Research	84.00
Fox Union	25.00	Western Auto	15.90
Frey Meyer	62.97	Westside Automotive	233.47
Gateway Ford	33.95	Willamette Ind.	345.62
General Telephone	1,425.93	Yamhill Co., Sheriff's Office	322.05
H & S Trucking	27.50	Int. City Mgt. Assn.	70.00
Hach Co.	63.98		
Helfrick Equip. Co.	34.25	TOTAL:	36,325.09
Home Laundry	42.20		
ICBO	101.05		
J. C. Penney	123.00		
Johnson Furn. & Hdwe.	67.62		
Johnstone-Portland	194.14		
Kimball Veterinary Clinic	10.00		
Lanier Business Prod.	177.74		
League of Oregon Cities	9.00		
Legislative Counsel Comm.	72.00		
London's Lawn & Garden	12.75		
Metro-West Oil, Inc.	160.60		
Meyer Bros.	2.81		

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League of Oregon Cities	9.00		
Legislative Counsel Comm.	72.00		
London's Lawn & Garden	12.75		
Metro-West Oil, Inc.	160.60		
Meyer Bros.	2.81		
		TOTAL:	36,325.09

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[Signature]

A MEETING OF THE
BUDGET COMMITTEE

Thursday, 7:30 P.M.

February 25, 1982

Mayor Hall introduced the Budget Committee (Council Members and Budget Committee Members) to approximately 40 interested citizens in the audience.

Roll Call:

Present: (Council Members)
 Maybelle DeMay C. Eldon McIntosh
 Roger Gano Quentin Probst
 Alan Halstead Rick Rementeria
 Hal Grobey

 (Budget Committee)
 Charles Carlisle Clarence Stouffer
 Lee Hall Wingert Walker
 Donna Proctor Lyle Wilson

Absent: Tommy Tucker (Council)
 Fred LaBonte (Budget)

Also Present: Dave VanGrunsvan (Unofficial Budget Member)

Rick Rementeria was elected as Committee Chairman. Roger Gano was elected as Committee Secretary.

City Administrator Michael Warren presented the budget message. He then briefly highlighted each of the department's individual budgets.

Motion: Gano-Halstead to adjourn to Thursday, March 11.

Monday, March 1, 1982

7:30 P.M.

A REGULAR MEETING OF THE
CITY COUNCIL

Council Chambers

Newberg, Oregon

The meeting was called to order by Mayor Elvern Hall.

Roll Call:

Present:	Maybelle DeMay	C. Eldon McIntosh
	Roger Gano	Quentin Probst
	Harold Grobey	Richard Rementeria
	Alan Halstead	Tommy Tucker

Staff Present:

- Michael Warren, City Administrator
- Alan Barnes, Building Official
- Richard Faus, City Attorney
- Clay Moorhead, Planning Director
- Herbert Hawkins, Police Chief
- Arvilla Page, City Recorder
- John Paola, Fire Chief
- John Raineri, Engineering Department

Also Present: Approximately 20 citizens.

Motion: Gano-DeMay to approve the items on the consent calendar.

Item 1 - Approve minutes of previous meetings.

Item 2 - Request for renewal of alcoholic permits for Barn Door, Abby's Pizza Inn, and Eden Gate Restaurant.

Item 3 - Request for bid award to Olympus Corporation for fiberoptic bronchoscope at \$6,180.

Item 4 - Communication from Housing Authority of Yamhill County regarding Public Housing Units.

Item 5 - Communication from Director of Field Education at George Fox College expressing appreciation for City providing field experience for Laura Schmeling.

Item 6 - Approve the February Accounts Payable.

Motion was carried unanimously.

Councilman Grobey recommended that to save time in the future, money items should not be put on the consent calendar.

Communications:

1. Communication from Stephen Kinney, regarding banning of handguns. He requested that the City Council consider banning handguns in the City of Newberg. The City Attorney reported that State Law contains the right to bear arms. The City does not have jurisdiction to pass such an ordinance.

2. Communication from Robert Youngman. Mr. Youngman submitted his resignation from the Planning Commission, stating his belief that commission members should be changed occasionally to bring new ideas to the Commission.

Motion: DeMay-Grobey to accept the resignation of Bob Youngman from the Planning Commission.

Motion to Amend: Halstead-DeMay with thanks and appreciation of the work he has done. Motion amendment carried unanimously. Amended motion carried unanimously.

The Mayor asked for any petitions or requests from the floor. There were none.

Councilman Grobey questioned when the mobile home at the hospital will be removed. Mayor Hall responded it would be removed in the middle of the month.

Public Hearing: Site Review. The Planning Commission has not completed deliberations on the Site Review Ordinance.

No one present wished to be heard as a proponent or opponent of the ordinance.

Motion: Halstead-McIntosh to continue the Public Hearing on Site Review. Carried unanimously.

Public Hearing: Amendment to Zoning Ordinance regarding Flood Hazard Sub-Districts. The Ordinance would amend sections 552 and 554.

Report: The City Planner stated that the Federal Emergency Management Agency has determined that sections 552 and 554 of the Newberg Zoning Ordinance do not comply with the Federal Regulations related to Newberg's eligibility and the National Flood Insurance Program. Unless an ordinance can be adopted which will implement the Federal Flood Plan Management measures identified within the National Flood Insurance Program provisions, the City of Newberg's eligibility for National Flood Insurance may be suspended. The Federal Emergency Management Agency has reviewed the proposed amendments and it has determined that the proposed ordinance does comply with the Federal Requirements.

No one present wished to be heard. No remonstrance has been received in writing. Public Hearing closed.

Councilman Grobey questioned whether the Planner has had a chance to prepare a map of the amount of land affected by the ordinance. The Planner responded, "There is a map and the area affected is less than 500 acres."

Motion: Gano-DeMay to read Ordinance No. 2077 amending the Zoning Ordinance sections 552 and 554 relating to Flood Hazards. Motion carried. The ordinance was then read. Roll Call: Aye 8. DeMay, Gano, Grobey, Halstead, McIntosh, Probst, Rementeria, Tucker. Nay 0. The Mayor then declared the ordinance passed.

Public Hearing: Supplemental Budget for the year 1981-82.

No one present wished to be heard. No written remonstrance has been received. Public Hearing closed.

Motion: Grobey-Halstead to read Ordinance No. 2078 supplemental budget for fiscal year 1981-82. Carried unanimously. The ordinance was then read. Roll Call: Aye 8. DeMay, Gano, Grobey, Halstead, McIntosh, Probst, Rementeria, Tucker. Nay 0. The Mayor then declared the ordinance passed.

Public Hearing: Zone Change and Comprehensive Plan Amendment outside the City limits, inside the Urban Growth Boundary. Applicant: Melvin W. Tautfest.

The City Planner located the property on the map, it is the Southeast corner of the Wilsonville and St. Paul Highway intersection. The area is designated as Medium Density Residential in the Newberg Comprehensive Plan. The area to the West of the property is proposed industrial designation. The applicant has requested a change in the designation to our comp. plan to allow a commercial nursery. Yamhill County Commissioners will hear the request on March 10. The City and the County must agree. The Newberg Urban Area Management Committee met on January 28, 1982 to consider the request. The Committee voted to deny the request 6 to 1.

Mary Dorman, Yamhill County Coordinator, stated the requested use is not permitted in the present AF-10 zone. The County Staff has prepared findings for and against the request.

Staff Report: The City Planner stated the Urban Growth Boundary is very tight relative to land use needs for the next 20 years as outlined in his staff report addendum dated January 21, 1982 to NUAMC. The Plan is deficient in public land and parks. Available and needed land for commercial is in balance. The Plan contains wording "Be reviewed and revised as needed." Need must be a public need. 324 acres are designated in the Plan as commercial. 36% of the designated land is vacant and available.

Findings:

1. The applicant has not addressed the provisions of the Comprehensive Plan which relate to needed acreage for medium density residential land uses.
2. Has not provided substantial evidence of need for additional vacant commercial land.
3. Has not demonstrated that there is no alternative location for the proposed use.
4. Has not demonstrated that the request provides maximum efficient use of the land.

NUAMC was sympathetic to the use but opposed to the designation change.

Councilman McIntosh is a member of the NUAMC committee and was one of those sympathetic to the request but opposed to the designation change.

The City Planner asked that the packet material and the request be considered part of the record.

Terry Mahr, Attorney, 115 N. Washington St., representing the applicant. Mr. Mahr presented slides of the property and neighboring properties. The nursery has been operating on the property for some time. The County filed legal action to stop the operation. There is a winery located across the Wilsonville Highway and a temporary weigh station for a State Highway project located across the highway. There is plenty of on-site parking and no substantial structural change to the present buildings are planned and no construction is planned. The applicant should not have to address State-wide goals as it is dealing with two acknowledged Comprehensive Plans. However, the applicant will address all criteria. The property is not suited as Medium Density Residential, as designated in the Newberg Plan because of traffic and noise. The change will not adversely affect the City. Changing the plan will not set a precedent as changes will be dealt with on a case by case situation. Addressing the LCDC criteria long range goals; the property is located inside the Urban Growth Boundary and recognized as urbanizable. Need for housing, employment opportunities and livability. The business will employ people and sell needed products to enhance livability. There is a lack of retail nurseries in the Newberg area. Orderly and economic provisions for public facilities and services. A change would not require an extension of public facilities and services to this parcel. A covenant giving consent to annexation and non-remonstration agreement, the City can plan for the orderly and economic extension of public facilities in this area. Maximum efficient use of land. The location and size is not suitable for farming. City water and sewer is not available to the site to develop it as medium density residential. The nursery

would be efficient use of property standing idle. Preservation of land for agriculture or forest uses. It is not applicable to a parcel which is presently within the Urban Growth Boundary. Compatibility with surrounding uses. Compatibility is demonstrated by neighboring commercial uses. Alternative locations. Other locations are not economically feasible for use as a nursery. Significance. Neither the Comprehensive Plan nor the Urban Growth Boundary contained in the Plan are intended to be inflexible. The Plan states (policy 2, page 5) "The Comprehensive Plan and implementing ordinance shall be reviewed continually and revised as needed. Major reviews, however, shall be conducted at three year intervals." The economy and commercial areas. Granting a request for change in plan designation would not encourage strip commercial development. The intersection at which this parcel is located could be improved through the proper commercial development of this parcel. Urban design - commercial areas. The development of this parcel would be in an area which has similar type development. The development would be subject to limited access, landscaping requirements and sign control. Energy planning. The parcel is located approximately two miles from the downtown core. Other commercial areas in the City are located further distances from the downtown area. The property would not need extensions of urban services and as such would not have an impact upon the energy plans of the City. Urbanization - policies. The proposed use would not require the premature extension of public facilities and services. No other available property site, which is feasible to this operation, exists within the City of Newberg. Summary. The Plan must be flexible enough to meet changing needs. The requested change would be in recognition of the changing needs of the Newberg area, because of the increase in population and the lack of any other operation (retail nursery) in the immediate area. This change, through a quasi-judicial process, would not create instability in the Comprehensive Plan. Yamhill County Comprehensive Land Use Plan - Urban area development and Commercial development. The property is located within the Newberg Urban Growth Boundary and is recognized as an appropriate location for eventual urban development. Yamhill County Comprehensive Land Use Plan - Transportation. The commercial development of this parcel will, with the requirement of limited access and proper landscaping, including sign regulation, improve the intersection and eliminate some potential hazardous traffic conditions.

Summary of evidence. No citizen has spoken against the request, the Planner wants the property to be in a hold pattern, this hurts the property owner.

No other proponents or opponents wished to be heard.

Councilman Grobey questioned whether the winery is a commercial use. County Coordinator Mary Dorman responded that it was not but is listed as a non-conforming use and is legal.

Councilman Tucker questioned the rock weighing station and what the zoning is on the property. Coordinator Dorman responded that the rock weighing station is on public property and the zoning is unknown.

Staff Recommendation: The City Planner advised the Council that they have three options: 1) To deny based on the NUAMC findings.

2) To approve.

3) To advise staff to initiate legislative procedure to review the entire area.

Approval would set precedent and would affect adjacent properties. Development would be to County standards and not the City's.

Councilman Gano questioned whether the Planner had contacted property owners of other commercial properties to determine if the property was available.

The Planner responded that he had not, however, the commercial land is designated to be available during a 20 year period.

Councilman Rementeria questioned the Planner on the recent court case where LCDC was declared to have no standing. The City Attorney responded that the case was only on the question of whether LCDC had standing and would have no bearing on this case.

Councilman Rementeria questioned the Planner on whether he believed Medium Density Residential is the best designation for this property considering the traffic and other factors. The City Planner responded, no, it is not appropriate but that is how the Plan was acknowledged. The important question is whether development should be allowed outside the City and inside the Urban Growth Boundary.

Councilwoman DeMay questioned Mr. Mahr on what development of the property is planned. Mr. Mahr responded there would be plantings, pole shade areas, closing of one drive and gravel for a parking area.

Councilwoman DeMay asked the County Coordinator what the County zoning is for wineries. Ms. Dorman responded, zoning is Resource-Industrial.

Councilman Gano asked the Planner when would development or change occur. The Planner responded that the Plan review would be scheduled for 1984 or if annexations occur in the area.

Councilman Gano questioned how far this request is from meeting the Grandfather Clause. Was the fact that Tautfest has been selling barkdust on this location for years taken into consideration. The answer is no. The County stopped the operation one year ago, the AF-10 zoning has been in place since 1976. The business has been in existence since before 1976.

Motion: Tucker-McIntosh that an Ordinance be prepared with criteria and facts as outlined in Mr. Mahr's findings.

The ordinance should emphasize the escrow account showing no remonstrance and should amend the Ordinance and Comprehensive Plan of the City of Newberg. Ordinance to be prepared for the April 5, 1982 Council meeting. Recommend approval of the request to the County.

Vote on the motion: Aye 6 - Gano, Halstead, McIntosh, Probst, Rementeria, Tucker. Nay 2 - DeMay, Grobey. Motion carried.

Reports from City Administrator:

Report on property purchase agreement on three houses located on Third Street. Mr. Warren reported that an agreement has been reached with the property owner on a purchase price of \$145,000 with \$30,000 down payment, 20 year payment. Payment to be completed in 10 years at 11% interest. There would be a balloon payment at the 10th year.

Motion: Grobey-Tucker to adopt Resolution 82-926 for the purchase of three parcels on East Third Street. Motion carried.

Report on City's water quality. The City has had water tested for quality and the results shows that it meets or exceeds all requirements. Additional testing will be done with samples from other locations.

Mr. Warren asked that the council members volunteer to organize some kind of recognition for volunteers to the City. Staff members do not have time to do this important job. Council members Rementeria, Gano and Probst volunteered

to coordinate the recognition.

The City of Newberg Crime Rate for 1980. Mr. Warren presented a report comparing Newberg's crime rate for 1980 with other cities in the area. Newberg has a very good rating.

Motion: DeMay-Halstead to recognize the Police Department for a job well done. Carried unanimously.

Newberg Stained Glass Emblem. At one time entrances to the City had signs made of stained glass and the word Newberg. The signs were removed a number of years ago. A local attorney obtained the signs and has had them in storage. He recently gave the signs to the City to be displayed. One of the signs is now hanging over the main entrance of the City Hall. The other sign needs repair. Councilman Tucker volunteered to take on the repair to the second sign. The Council asked that a letter be written to George Layman, thanking him for the signs.

Mr. Warren reported on introduction of redevelopment. The first thing the City needs to do is to determine the blight area, second is to form an agency and third is to have a plan. The redevelopment by tax increment financing matter will now go to the Mayor's Task Force Committee to determine blight.

Mayor Hall reported on the progress of the Task Force Committees.

Report on Anne's Subdivision and other requests for changes in City policy. Mr. Warren reported that several developers have asked the City to change policies on several matters. Requests have been for delay in fees, alternate bonding, and scheduled payments for building permits instead of cash in advance. The City is being asked to assist developers while the banks and bonding companies are making it more difficult. One developer is in a catch 22 situation, where he cannot get a bond, cannot get the money, cannot get the plat, unless he can secure one of the others in advance. He has asked what the City would accept as security instead of bond.

Motion: Gano-Grobey to deny request for bending of rules and that the City stick with it's set rules and procedures.

After discussion by the Council members the motion and second were withdrawn.

Motion: Gano-Grobey that the Administrator, staff, and Finance Committee develop definitive criteria and work with the developers. Carried, 1 nay - Halstead.

New Business:

Item 2. Janitorial Services.

Mayor Hall disclosed that one of the bidders of the janitorial services was a personal friend.

Bids were requested for janitorial service for the City Hall and the Human Resources Building for a one year period. Three bids were received. The bidders were Ferron Janitorial Service, the current provider; Servicemaster, and ADC Janitorial. The low bidder was Ferron Janitorial Service. Mr. Warren stated that the janitorial service currently provided is adequate with the money budgeted. He recommended that the Council accept the low bidder, Ferron Janitorial.

Kermit Carlile of Servicemaster, stated he submitted a bid as requested. His service would be more than twice the service provided by the lowest bidder.

ADC Janitorial stated they had also bid last year and they bid to do the job right. They tried this year to bid between the best service and service matching what is being provided.

Motion: Grobey-Tucker to contract with Ferron Janitorial Service at \$643.56 per month without supplies. Motion amendment: Gano-DeMay that janitorial service be asked to include cleaning the sidewalk around City Hall. Amendment carried unanimously. Amended motion carried unanimously.

Old Business:

Report on County Road Levy. The City of Newberg would receive approximately \$2,736,000 from a road improvement levy if it is approved by the voters. The County has submitted a list of County Roads adjacent to the City which would be scheduled for improvement if the levy is approved.

Motion: Rementeria-Halstead to adjourn. Motion failed.

Motion: Tucker-Rementeria to consider adjournment at 11:00 p.m. Carried unanimously.

Motion: Gano-DeMay to direct the City Staff to let the County know that the City of Newberg agrees in principle on Proposition #4. Carried unanimously.

Mr. Warren reported on bids for Police Cars, which are budgeted in the 1981-82 Budget. The Police Officers have stated a strong preference for the Malibu autos which they now have. The City Garage has also recommended the Malibus as being very cost effective. A comparison has been made on cost between the two Malibus and the 1980 Aspen and 1979 Volare. During the first 28,000 miles on each vehicle there was a total of \$537 less cost for maintenance on the Chevrolet Malibus. The State did not receive bids on the Chevrolet Malibus this year. The two cars on the State bid are the Dodge Diplomat, at \$7,143.72 and the Ford LTD at \$8,384.37. Chief Hawkins stated there may be a problem fitting current equipment to the LTD vehicle. Other cities, such as Tigard and Beaverton, also have a strong preference for the Malibus as police vehicles. Butler Chevrolet has submitted a bid on two Malibus at \$9,838 each and will accept the trade of the 79 Plymouth Volare and the 1980 Dodge Aspen for a net price for the two vehicles of \$17,276. Acceptance of the Butler bid is recommended.

Motion: Gano-Halstead to adopt Resolution 82-928 waiving competitive bidding and award the bid for two Malibu Police Vehicles to Butler Chevrolet, Newberg. Carried unanimously.

Motion: DeMay-Rementeria to adopt Resolution 82-927 establishing refund account within the General Fund to receive and disburse funds donated for street trees. Carried unanimously.

Motion: Halstead-Gano to adopt Resolution 82-929 that the Council sitting as the Contract Review Board waive competitive bidding for the purchase of a comminutor sewage grinding machine. Motion carried unanimously.

Motion: Gano-Grobey to adopt Resolution 82-930 modifying the Oil and Gas Exploration Lease agreement with Nehama and Weagant Energy Company, to include additional property. Carried unanimously.

Motion: Gano-Tucker to adopt Resolution 82-931 changing the date for enrollment

by City Employees to the Deferred Compensation Plan. Carried unanimously.

Report on Public Works auto bid. Bids were requested for a vehicle for the Public Works Director's use. Bids were received from Gateway Ford, Ocean Way AMC Jeep, Butler Chevrolet and Meyer Bros. Chrysler-Plymouth. The bid specified six cylinder with manual transmission. The bids from Meyer Bros. were on a four cylinder vehicle only. The Public Works Committee has reviewed the bids and has requested that the full Council consider the bids. Concern of the Public Works Committee was whether the City really needed a six cylinder auto and whether four cylinders would not be adequate considering the use that would be made of the vehicle.

Motion: Tucker-Gano to resolicit for bids on the Public Works Vehicle requesting bids on a four cylinder automobile. Carried unanimously.

Motion: Gano-Halstead to adopt Resolution 82-932 the Mayor and City Recorder of the City for 60 days from the date of adoption of the resolution enter into an agreement on behalf of the City for subdivision by CL7 Incorporated, subdivision Oak Hollow. Carried unanimously.

Motion: Gano-Halstead to adopt Resolution 82-933 to let the Mayor and City Recorder for a period of 60 days be authorized to enter into an agreement with Lindquist Development for Carol Ann Subdivision. Carried unanimously.

Mayor Hall made the following appointments:

- Redevelopment Committee - Maybelle DeMay
- Rerouting Committee - C. Eldon McIntosh
- NUAMC Committee - Maybelle DeMay, with C. Eldon McIntosh as Alternate representing City Council and Sally Adamson, representing the Citizens Advisory Committee.
- Yamhill County Transportation Advisory Committee - Maybelle DeMay
- Budget Committee - Dave VanGrunsvan
- Library Board - Nancy Pratt
- Planning Commission - Darlene O'Hara

Motion: Gano-Probst to accept the Mayor's appointments to the various committees. Carried unanimously.

Councilman Tucker asked if the Council packets could be prepared further ahead of the Council meeting. After discussion between the Council members and the Administrator it was decided the agenda packets would be prepared for the Council meetings with a deadline of Monday, Noon preceding the Council meeting.

It was moved and seconded and carried to adjourn.

Minutes of Budget Committee
March 17, 1982
7:15 P.M.

The meeting was called to order by Chairman Rick Rementeria.

Roll Call:

Council:

Budget Committee:

Present:

Maybelle DeMay
Roger Gano
Harold Grobey
Eldon McIntosh
Rick Rementeria
Mayor Elvern Hall

Charlie Carlisle
Lee Hall
Fred LaBonte
Donna Proctor
Dave VanGrunsvan
Lyle Wilson

Absent:

Alan Halstead
Quentin Probst
Tommy Tucker

Clarence Stouffer
Wingert Walker

Staff Present:

Michael Warren, City Administrator
Alan Barnes, Building Official
Richard Faus, City Attorney
Larry Hailey, Police Captain
Arvilla Page, City Recorder
Robert Sanders, City Engineer
Doreen Turpen, City Librarian

Also Present: 1 Citizen (Elisabeth Harney, Press Representative)

Motion: Gano-Grobey to clarify motion deleting \$75,000 from tax base and "presenting it as a 3 year serial levy to voters." Carried.

Motion: Grobey-Gano to delete extra zero from reduction in Mayor's reimbursement and to move the remaining amount, \$2,500 to a new account numbered 410.115. Carried.

Motion: Grobey-Gano to approve March 15's Budget Committee meeting minutes. Carried.

City Administrator Warren commented on availability of grant monies to assist in acquisition of Senior/Community Center.

Mr. Warren next proceeded into budget, department by department starting at the Police Department budget.

Motion: Grobey-VanGrunsvan to reduce Fire Department Capital Outlay from \$10,000 to \$5,000 for one year. Carried.

Motion: Gano-Grobey to add \$1,500 to Fire Department budget for radio maintenance, specifically to remedy skip problems. Carried.

Motion: Grobey-LaBonte to decrease Transportation Study in Engineering to a total of \$25,000. Carried.

Motion: Grobey-Gano to increase Library Building Maintenance by \$1,000. Carried.

Motion: Gano-DeMay to recommend the budget as presented and amended to Council.
Carried.

Motion: Gano-DeMay to adjourn to Tuesday, March 30, 1982 at 7:30 P.M. Carried.

Wednesday, 9:45 P.M.

March 17, 1982

AN ADJOURNED SPECIAL MEETING
OF THE CITY COUNCIL

Council Chambers

Newberg, Oregon

The meeting was called to order by Mayor Elvern Hall.

Roll Call:

Present -	Maybelle DeMay	C. Eldon McIntosh
	Roger Gano	Richard Rementeria
	Harold Grobey	
Absent -	Alan Halstead	Tommy Tucker
	Quentin Probst	

Staff Present - Michael Warren, City Administrator
Richard Faus, City Attorney
Arvilla Page, City Recorder

Motion: McIntosh-Gano that Ordinance No. 2079 to place before the voters the question of a new tax base of \$1,050,260.00 be read. Carried unanimously. The ordinance was then read. Roll Call: Aye - 5, DeMay, Gano, Grobey, McIntosh, Rementeria; Nay - 0; Absent - 3, Halstead, Probst, Tucker. The Mayor then declared the ordinance passed.

Motion: Gano-Rementeria to read Ordinance No. 2080 to place before the voters the question of a three (3) year \$225,000.00 serial levy for financing acquisition of a Senior Citizen/Community Center. Carried unanimously. The ordinance was then read. Roll Call: Aye - 5, DeMay, Gano, Grobey, McIntosh, Rementeria; Nay - 0; Absent - 3, Halstead, Probst, Tucker. The Mayor then declared the ordinance passed.

Motion: Gano-McIntosh to adjourn. Carried unanimously.

Monday, 6:00 P.M.

March 22, 1982

A SPECIAL MEETING OF THE
CITY COUNCIL
WITH THE CHAIRMEN OF THE
MAYOR'S TASK FORCE COMMITTEES

The Sage Restaurant

Newberg, Oregon

The meeting was called to order by Mayor Elvern Hall.

Council Present: Maybelle DeMay C. Eldon McIntosh
 Roger Gano Quentin Probst
 Harold Grobey Richard Rementeria
 Alan Halstead

Absent: Tommy Tucker

Chairman Present: LeRoy Benham, Redevelopment
 Dr. Gerald Post, Charter
 Robin Hamblet, Traffic Rerouting
 Ken Hough, Sewage Treatment Plant
 Terry Mahr, Civic Center

City Staff Present: Michael Warren, City Administrator
 Arvilla Page, Recorder

Report from the Committees:

Dr. Post stated the Charter committee has been meeting regularly every two weeks. They are reviewing the Charter line by line. They have completed about one-quarter of the Charter. Items discussed have been whether the Mayor should be part of the council, the City Manager to be included in the Charter and his authority over several designated officials defined in the Charter, the size of the council and whether they should be elected by wards. The Committee is comparing the Charter with a model Charter and is attempting to remove sexist language. The Committee hopes to have their review completed in June and ready to present to the voters in November, 1982.

Mr. Mahr reported the Civic Center committee is discussing several ideas. The work of the other committees will affect their committee. The Committee is investigating financing. They are using the study by Mel Kroker as a major tool. The traffic rerouting will be important in determining the location. Mr. Mahr presented mylar photos of the City and downtown area. Other photos of the City will be available for use by the Committees.

Mr. Hamblet stated he did not feel his Traffic Rerouting Committee would affect the Civic Center as much as the Redevelopment Committee will. The Committee is working on the downtown rerouting first and then will work on the by-pass. Rerouting from First to Second Streets is the only real alternative. They are considering six different combinations of using Second Street. One major roadblock is the concern of the Fire Department located on Second and the heavy traffic flow while firemen are arriving and engines leaving for a fire. Mr. Grobey, a member of the Committee, stated there are a number of problems with each of the alternates. The plan with the least impact would require some fill in the corner of Hoover Park. The Committee needs input from the Civic Center and Redevelopment Committees.

Mr. Benham reported all committees are interrelated with the Redevelopment Committee. A master plan is needed. The Redevelopment Committee has contacted several consultants and has received proposals from four. They are looking at tax increment financing. There would be an advantage to establishing the zone before the area is reassessed this summer. The Committee recommends that the Council appoint the Committee as the redevelopment agency. There were some problems in other areas that used redevelopment that will not happen in Yamhill County. There will be some opposition. Mayor Hall stated the area should include more of Hwy. 99W to make it more economically feasible. Mr. Benham stated there is some cost sharing to the community. There is by Oregon Law a Redevelopment Agency in every City that just needs to be designated by the Council. With tax increment financing, the frozen base taxes still go into the tax pool and only the taxes on the increased value of redeveloped property goes to pay for the redevelopment. Some property owners object because their neighbors increased value, increases the value on their property. Therefore his assessment and taxes go up. The money realized would be used for new construction primarily. We need to get the Redevelopment Agency named, the area defined and some front-end financing. The first taxes would be received in November, 1982. Mr. Grobey stated we would need to set goals and guidelines for the agency and stated he was concerned that the accusation would be made that another government agency would be formed. Mr. Benham reported the Governor will visit Newberg in April and the Chamber is preparing a slide presentation of Newberg - Past, Present and Future.

Mr. Hough reporting on the Sewage Treatment Plant stated the new plant will create more jobs in the area. We must have it, but the problem is the \$6,000,000 cost. The City Engineer, Bob Sanders, is working on hiring a consultant to determine location. Mayor Hall reported a Study was done by CH2M in 1957 on the present plant and it's projected use. A study was done in the 1970's by Westech, but no location was recommended by them. Various ideas concerning plant location and areas to be served have been considered in the past.

Mr. Hamblet suggested that the Committees could have better coordination by having a liaison member between Committees.

Meeting adjourned at 8:30 p.m.

PROCLAMATION

THIS IS A PROCLAMATION PROCLAIMING THE WEEK OF SUNDAY, APRIL 18, 1982 TO SATURDAY, APRIL 24, 1982 AS BUILDING SAFETY WEEK.

WHEREAS, Whether in our homes, offices, schools, stores, factories or places of entertainment, we rely on the safety of structures that surround us in our everyday living. The public need for protection from disaster due to fire, structural collapse and general deterioration underscores the need for modern codes and their administration.

WHEREAS, Most aspects of building construction--electrical wiring, heating, sanitary facilities--represent a potential hazard to building occupants and users. Building codes provide safeguards. Although no code can eliminate all risks, reducing risks to an acceptable level helps.

WHEREAS, A building code is the government's official statement on building safety. Technically, it is a compendium of laws and ordinances setting minimum safety standards and arranges in a systematic manner (codified) for easy reference. It embraces all aspects of the building construction--fire and structural items as well as the plumbing, electrical and mechanical systems.

WHEREAS, All people are impacted in a building construction project--architects and engineers, contractors and subcontractors, the manufacturers and distributors of building materials and, finally, the user or occupant of the building.

WHEREAS, Buildings are inspected during construction to independently verify that code compliance has been into your home, office or factory, an average of ten inspections had been made to verify conformity to minimum standards affecting electrical safety and sanitation as well as structural and fire and life safety.

WHEREAS, Safe buildings are achieved through proper design and construction practice and a code administration program which verifies compliance. You, as a homeowner or business owner, have a substantial investment which can be seriously jeopardized through less than complete code enforcement or compliance.

WHEREAS, Building departments have pamphlets and brochures explaining in detail how to obtain permits and design and construct safe building. Inquire in your local community.

WHEREAS, Minimum safety codes apply to your home for several reasons:
a. For your personal safety and that of your family and the guests invited into your home. b. To ensure the economic well-being of the community by reducing potential spread of fire and disease. c. For the conservation of energy. d. To protect future home purchasers who deserve a reasonable assurance the home they buy will be safe. (Did you know that a home is resold every five to seven years?)

WHEREAS, The most recent assignment to building officials comes from the need to conserve energy use in buildings. Elected officials have established definite goals in the area of energy conservation which can best be administered through the routine building regulatory system. Beyond the mere addition of insulation, energy-saving steps include new standards for appliance construction, new design concepts to conserve heat from lighting fixtures and a myriad of other approaches to minimize energy demands. Other innovations include such items as showerhead restrictors, set-back thermostats and low-flush toilets. Steps have also been taken to facilitate solar heating applications and the use of other alternative energy resources.

Local building departments provide a wide range of services beyond the usual plan review and building inspection process. These range from the administration of planning or zoning laws to housing maintenance inspections, nuisance abatement and a number of other related or ancillary duties. Visit your local building department and get acquainted with the people who make it work.

NOW, THEREFORE BE IT RESOLVED that as the Mayor of the City of Newberg, I do hereby proclaim the week of April 18, 1982 to April 24, 1982 as Newberg Building Safety Week. And on behalf of the City Council, City Staff and residents of the community of Newberg I offer the heartiest of congratulations and continued success.

DATED this 5th day of April, 1982.

Elvern Hall - Mayor

PROCLAMATION

THIS IS A PROCLAMATION DECLARING DAVID RHOADES TO BE AN HONORARY MEMBER OF THE CENTURY CLUB OF THE CITY OF NEWBERG.

WHEREAS, DAVID RHOADES was born January 18, 1882 and is now over 100 years old; and

WHEREAS, DAVID RHOADES was born in Iowa and has been a farmer most of his life; and

WHEREAS, DAVID RHOADES has been in the great City of Newberg for the past 40 years; and

WHEREAS, DAVID RHOADES was ambitious and active enough to be driving to the age of 90.

NOW, THEREFORE BE IT PROCLAIMED BY the Mayor, City Council and the Citizens of Newberg that David Rhoades is one of Newberg's special citizens and an honorary member of the Newberg Century Club.

DATED this 5th day of April, 1982.

Elvern Hall - Mayor

PROCLAMATION

THIS IS A PROCLAMATION DECLARING MARTHA "MATTIE" ROWAN TO BE AN HONORARY MEMBER OF THE CENTURY CLUB OF THE CITY OF NEWBERG.

WHEREAS, MATTIE ROWAN was born on February 1, 1882; and

WHEREAS, MATTIE ROWAN has worked hard all her life and has had such odd jobs as a Texas field hand and cannery worker; and

WHEREAS, MATTIE ROWAN was taken out of school at the age of 16, by her father to help raise her younger brothers and sisters; and

WHEREAS, MATTIE ROWAN's teacher in life was her father; and

WHEREAS, MATTIE ROWAN has been a very active person and has always attempted to do right by others; and

WHEREAS, MATTIE ROWAN has displayed her activeness by riding in last year's Old Fashioned Festival Parade.

NOW, THEREFORE BE IT PROCLAIMED BY the Mayor, City Council and the Citizens of Newberg that Mattie Rowan is one of Newberg's special citizens and an honorary member of the Newberg Century Club.

DATED this 5th day of April, 1982.

Elvern Hall - Mayor

DATE: March 29, 1982

FROM: City Administrator

SUBJECT: American Public Works Association Position

The City of Newberg's Public Works Director has been appointed as the 1982 Chairman of the Oregon Chapter of the American Public Works Association Water Resource Committee. The Water Resource Committee comprises the engineering disciplines of waste water and storm water.

The Oregon Chapter has not had an active water resource committee prior to this point and the establishment of the committee will take considerable effort by our Public Works Director. The function of the State Chapter Committee is to act as the liaison between a national organizations institute for water resources and present meaningful material, programs and seminars to the State constituents. It not only deals with design, maintenance and operation of the facilities dealing with water resources but also has to do with ever changing Federal Regulations and Federal Funding.

For our Public Works Director to serve as the Chairman, it should benefit Newberg in obtaining firsthand knowledge of developments in the area of water resources.


Michael Warren
City Administrator

MW/bjm

MEMO TO: City Council
FROM: Mike Warren, City Administrator
DATE: March 22, 1982
SUBJECT: Salem Area Chamber of Commerce

The Newberg Fire Chief has received a letter from Bob Wanless, the Director of Salem Area Chamber of Commerce, asking him to be present for the Seventh Annual Awards and appreciation luncheon on April 28, 1982. The luncheon pays special tribute to the Oregon Fire Chiefs' Association and the special job our Fire Chief has done as President of the Association.

Our Fire Chief will, of course, be representing the Oregon Fire Chiefs' Association and the City of Newberg on April 28, 1982.



Michael Warren
City Administrator

MW:fj

MEMO

TO: City Council
FROM: City Administrator
SUBJECT: Newberg Municipal Court

DATE: March 29, 1982

The attached chart was prepared by Judge Thompson and indicates the total caseload and yearly fines since 1977.

This information is for the City Council's education of the Newberg Court and no action need to be taken at this time.

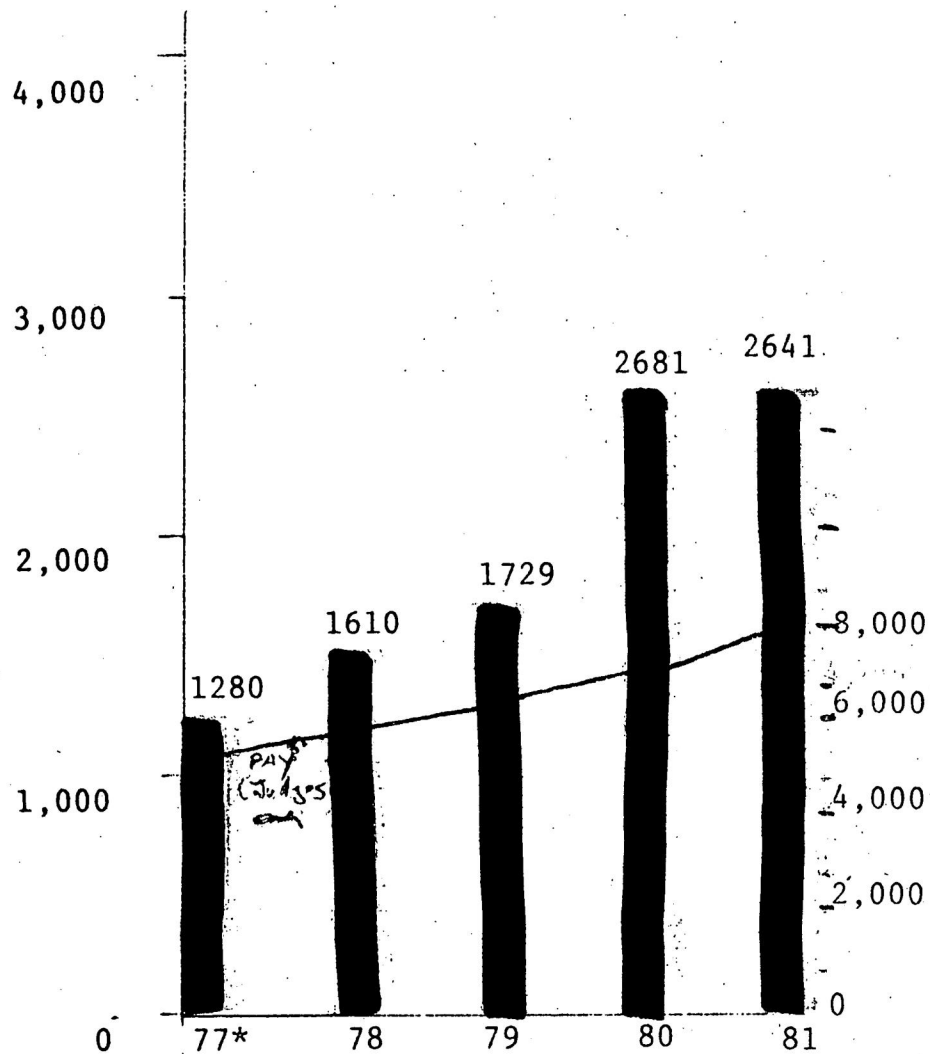

Michael Warren
City Administrator

MW/bjm

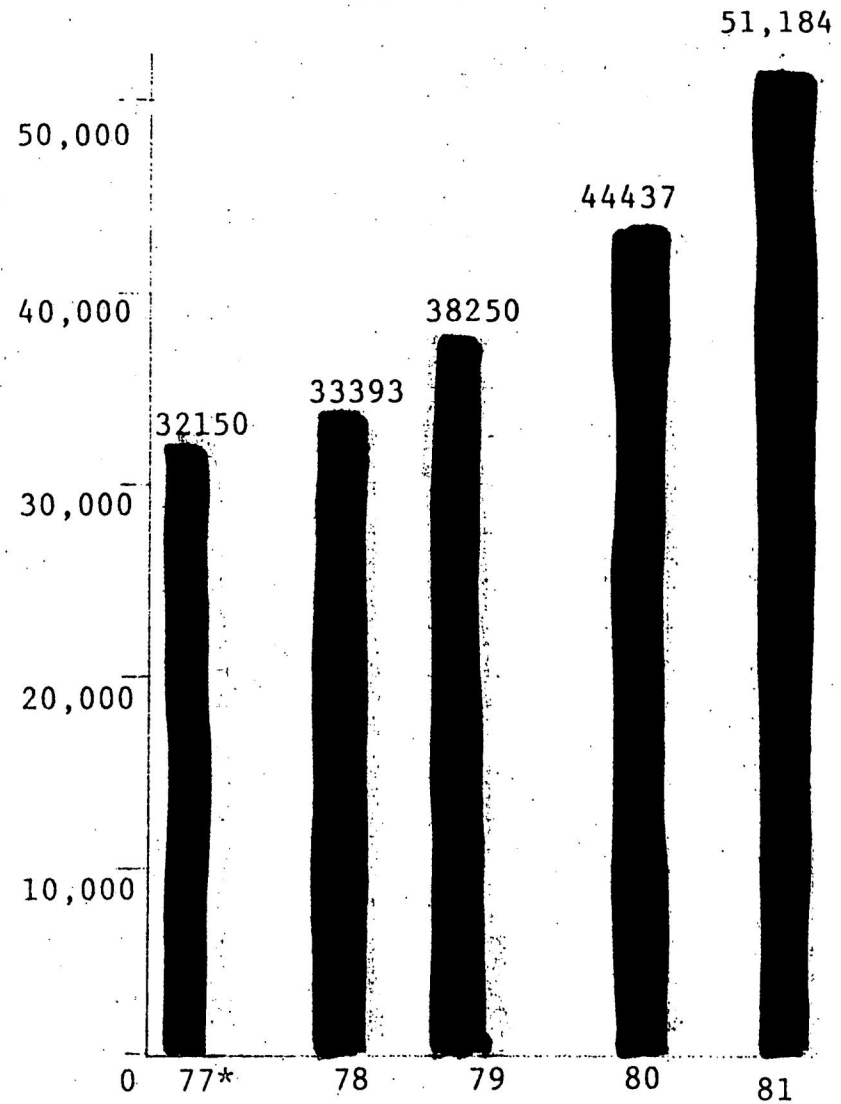
Enc.

NEWBERG MUNICIPAL COURT

TOTAL CASELOAD



YEARLY FINES



*77 figures are extrapolated from less than full year data.

9-111

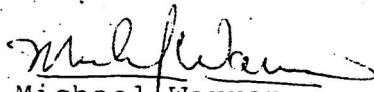
MEMO

TO: City Council
FROM: City Administrator
SUBJECT: Newberg Municipal Court

DATE: March 29, 1982

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This information is for the City Council's education of the Newberg Court and no action need to be taken at this time.


Michael Warren
City Administrator

MW/bjm

Enc.

PROCLAMATION

THE MAYOR AND CITY COUNCIL OF THE CITY OF NEWBERG DO HEREBY PROCLAIM MAY 13, 1982 AS KRISTINA BAUER DAY.

WHEREAS, KRISTINA BAUER has been raised in the City of Newberg; and

WHEREAS, KRISTINA BAUER's parents were born and raised in the Newberg area; and

WHEREAS, KRISTINA BAUER at the early age of 5 years old won the Little Miss Blackcap contest; and

WHEREAS, KRISTINA BAUER at the age of 9 years old won Little Miss Oregon contest; and

WHEREAS, KRISTINA BAUER has accomplished the feat of becoming Miss Oregon for 1982; and

WHEREAS, KRISTINA BAUER will be representing the State of Oregon at the Miss USA contest to be held in Mississippi on May 13, 1982.

NOW, THEREFORE LET IT BE PROCLAIMED that Miss Kristina Bauer is a fine representative of the City of Newberg and the Community is proud of the accomplishments of Kristina.

LET IT FURTHER BE RESOLVED that the Mayor and the City Council of the City of Newberg on behalf of the Community proclaim May 13, 1982 as Miss Kristina Bauer Day.

DATED this 5th day of April 5, 1982.

Elvern Hall - Mayor

CITY OF DUNDEE

POLICE DEPARTMENT
Chief Douglas Billings

675 Highway 99W
P. O. Box 201
Dundee, Oregon 97115
Phone: 538-2244, 538-3922

March 23, 1982

City of Newberg
Police Chief Hawkins
414 E. First St.
Newberg, Oregon 97132

Re: Letter of Commendation-False fire alarm

Dear Chief Hawkins:

On January 26, 1982, at 1:09 PM, a 911 call came into Newberg Police Department which was handled in such a efficient and proffessional manner that it deserves official notification and recognition.

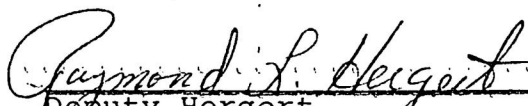
On the above mentioned date Dispatchers Carolee Bjork and Diana Walton received, dispatched and held a 911 call which in the opinion of Deputy Hergert, Dundee Fire Chief Billick and myself, Dundee Police Sergeant Peterson, was both quick thinking, fast acting and directly lead to the apprehension of the suspect who turned in the false 911 alarm.

This display of proffessionalism and efficiency projects the much strived for goals of all police departments and so this letter of commendation is being issued to both Dispatcher Bjork and Dispatcher Walton on behalf of the above mentioned names.

Respectfully submitted,


Sergeant Peterson


Fire Chief Billick


Deputy Hergert

MEMO

TO: Carolee Bjork

DATE: March 24, 1982

FROM: City Administrator

SUBJECT: Letter of Commendation from the City of Dundee

On March 23, 1982 the City of Dundee wrote a letter to Chief Hawkins explaining your dispatch situation on January 26, 1982. Specifically, it refers to a 911 call that came into our Police Department regarding a false alarm. Both you and Diana Walton handled the situation in such an efficient manner that you deserve special recognition.

It seems that most employees, and especially dispatchers, only hear about the negative side of their job. When something goes wrong, we are all very quick to point out that a mistake was made and it should be corrected. Too seldom do we take the time to point out the professionalism you show. I am very pleased that someone outside our City family did take the time and I, as City Administrator, will certainly follow through on this, so that our City Council knows of your actions.

Thank you for a job well done.


Michael Warren
City Administrator

MW/bjm

cc: Personnel File
Chief Hawkins
City Council ✓

MEMO

TO: Diana Walton DATE: March 24, 1982

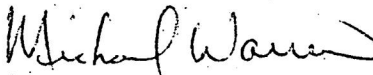
FROM: City Administrator

SUBJECT: Letter of Commendation from the City of Dundee

On March 23, 1982 the City of Dundee wrote a letter to Chief Hawkins explaining your dispatch situation on January 26, 1982. Specifically, it refers to a 911 call that came into our Police Department regarding a false alarm. Both you and Carolee Bjork handled the situation in such an efficient manner that you deserve special recognition.

It seems that most employees, and especially dispatchers, only hear about the negative side of their job. When something goes wrong, we are all very quick to point out that a mistake was made and it should be corrected. Too seldom do we take the time to point out the professionalism you show. I am very pleased that someone outside our City family did take the time and I, as City Administrator, will certainly follow through on this, so that our City Council knows of your actions.

Thank you for a job well done.


Michael Warren
City Administrator

MW/bjm

cc: Personnel File
Chief Hawkins
City Council ✓

14-1

MEMO

TO: City Council
FROM: City Administrator
SUBJECT: Design Review Ordinance

DATE: March 29, 1982

This subject matter has been in a discussion phase for one year. Simply put, it involves the review of a site prior to its construction. It is staff's position that meeting minimum requirements is simply not enough. In order to have a well planned community one must look at how a site is layed out for parking, pedestrian traffic, landscaping and general function of the new development as it pertains to the surrounding area.

Some points to consider are:

1. The ordinance was designed by staff and objected to by developers. It was then cutback to exclude single family residences and to have a board made up of other than staff members.

The ordinance then went to the CIAC Committee, where it was passed unanimously.

The ordinance then went to the Planning Commission, where it was objected to again by the developers and realtors and was changed to meet their concerns. It passed the Planning Commission by a majority vote.

It now comes before the City Council, through the proper channels (CIAC, and Planning Commission) in an approved and acceptable form.

2. Veryfew, if any, citizens would or have objected to this type of idea. The citizens are generally concerned about proper planning, parking accessibility, etc.

3. The Portland Metropolitan Home Builders Association has indicated that it would be satisfied with this ordinance, if the ordinance was revised to meet the Department of Land Conservation and Developments comments. These comments have been addressed.

4. The landscaping issue is continually discussed as being the major issue. This is not necessarily the major component of site review. Reviewing the site of a building before it is constructed has a great many more aspects than landscaping.

5. A developer that is planning on putting up the cheapest construction, with the least amount of landscaping and only meeting the minimum requirements in parking and access may have added costs to the project with site review. The developer that is planning on putting a well designed project that has some forethought and consideration to the general area and community will in all likelihood not have any additional costs. In faet, the site review process may assist

Page 2

Memo to City Council
RE: March 29, 1982

the developer and future owner in lessening certain burdens and having higher profits.

It would be my recommendation that we continue the public hearing process for one or two meetings prior to the City Council making any deliberations.


Michael Warren
City Administrator

MW/bjm

V-1

MEMORANDUM
March 25, 1982

TO: Mike Warren, City Administrator
FROM: Clay Moorhead, Planning Director *Clay*
RE: The Design Review Ordinance

The City Staff and individuals have been working on the adoption process of the Design Review Ordinance since April 8, 1981 when the City Staff held the first meeting to explain a proposal to Newberg developers. Since that time the draft of the Design Review Ordinance has seen substantial changes. Most notably, single family residential developments are excluded from design review and secondly, the ordinance has been written in a more clear fashion to better define the intent and standards. The Newberg Citizen Involvement Advisory Committee (CIAC) initiated an extensive word-by-word review of the ordinance beginning in October of 1981. On December 8, 1981 the CIAC completed their review. Charles Hindman then made a motion, which was seconded by Jim Snell, to recommend approval of the Design Review Ordinance, as amended, to the Planning Commission. The motion passed by a unanimous vote of the members present.

The Planning Commission initiated their review of the proposed ordinance in December of 1981. The ordinance was also extensively reviewed and amendments were made by the Planning Commission. On March 18, 1982 the Planning Commission completed their review of the proposed ordinance. A motion was then made by Art Stanley, and seconded by Jane Parisi-Mosher, to recommend to the Newberg City Council the adoption of the Design Review Ordinance as amended to date. After discussion of the motion a roll call vote was taken. Those in favor of the ordinance were O'Hara, Stanley, Cach, Harris and Parisi-Mosher. Those who opposed the motion were Kriz, Poet and Tumbleson. The motion carried by a five to three vote. Members of the Planning Commission may wish to attend the City Council meeting to explain their individual decisions and thoughts relating to the proposed ordinance.

This matter has been scheduled as an open public hearing in which new testimony shall be permitted prior to the Council making their decision on the matter.

Since the close of the hearing before the Planning Commission, two letters have been received relating to this matter. One letter comes from the Department of Land Conservation and Development and the second letter comes from Kevin L. Hanway, who is the senior staff attorney for the Portland Metropolitan Homebuilders Association. The Department of Land Conservation and Development has made certain requests for amendments to the ordinance. Most of these requests are now incorporated into the ordinance with the exception of their request to delete the language within Section 614, Subsection 3C.

Mr. Hanway, of the Portland Metropolitan Homebuilders Association, has indicated that, if the ordinance is revised to meet the Department of Land Conservation and Development's comments, the Homebuilders Association will be satisfied.

I would propose that the Council allow the first public hearing to accept testimony on the proposed ordinance, whereby the public hearing could be closed and the City Council could continue to deliberate on the matter at the May 1982 meeting of the Council.

The proposed Design Review Ordinance provides for the establishment of a Design Review Committee which is made up of 7 individuals coming from various backgrounds. The Design Review Board shall include at least one member from the Planning Commission; at least one architect, landscape architect or designer; at least one individual active in the financing of real property; at least one individual actively engaged in business, commerce or industry; at least one licensed real estate agent, builder or contractor; and at least one representative from the education, health or social services profession. The Design Review Board would review all land development actions except those dealing with single family type developments. The Design Review Board will review the development plans and make their decision based upon certain criteria identified in Section 620 and 622. This criteria deals with safety and privacy, special needs for handicapped, the preservation of natural landscape, drives, parking and circulation, drainage, buffering and screening (including landscaping), signs and graphics, solar access, exterior lighting and trash or refuse storage area. The ordinance requires that a minimum of 15% of the lot area of the development shall be landscaped. This area may include land required to be vacant because of standard setback requirements, pedestrian walkways within the development, islands within parking areas, patio areas or other similar type design features.

In addition to the requirements within the ordinance, the ordinance provides for certain special flexibilities that are not now found within current City ordinances. The Design Review Board may approve exceptions to the required standards for the dimension of setbacks, the dimension of off-street parking spaces, the number of off-street parking spaces, the dimensional standards for signs, and the dimensional standards relating to the spacing of street trees. In addition to the exceptions which may be granted by the Design Review Board, a variance to these standards may be requested through a standard variance procedure which is used on all ordinances within the Planning Department.

DESIGN REVIEW

612

Purpose.

1. These provisions provide for the review and approval process of the design of certain developments and improvements in order to promote functional, safe and innovative site development compatible with the natural and man made environment.
2. The elements of a Design Review Plan are made up from the layout and design of all proposed improvements, which include but are not limited to, buildings, structures, parking and circulation areas, outdoor storage areas, landscape areas, service and delivery areas, outdoor recreation areas, retaining walls, signs and graphics, cut and fill actions, accessways, pedestrian walkways, buffering and screening measures.
3. Findings and Objectives.
 - A. The City Council finds that excessive uniformity, inappropriateness or poor quality of design in the exterior appearance of structures and signs and the lack of proper attention to site development and landscaping in the business, commercial, industrial, and certain residential areas of the City hinder the harmonious development of the City, impare the desirability of residences, investment or occupation in the City, limits the opportunity to attain the optimum use and value of land and improvements, adversely affects the stability and value of property, produces degeneration of property in such areas, and with attendant deterioration of conditions affecting the peace, health and welfare of the City, and destroys a proper relationship between the taxable value of property and the costs of municiple services therefore.
 - B. The City Council declares that the purposes and objectives of site development requirements and the architectural review process are to:
 - a. Encourage originality, flexibility and innovation in site planning and development, including the architecture, landscaping and graphic design of said development.
 - b. Discourage monotonous, drab, unsightly, dreary and inharmonious development.
 - c. Promote the City's natural beauty and visual character and charm by insuring

that structures, signs and other improvements are properly related to their sites, and to surrounding sites and structures, with due regard to the aesthetic qualities of the natural terrain and landscaping, and that proper attention is given to exterior appearances of structures, signs and other improvements.

- d. Protect and enhance the City's appeal to tourists and visitors and thus support and stimulate business and industry and promote the desirability of investment and occupancy in business, commercial and industrial properties.
- e. Stabilize and improve property values and prevent blighted areas.
- f. Achieve the beneficial influence of pleasant environments for living and working on behavioral patterns and, thus, decrease the cost of governmental services.
- g. Foster civic pride and community spirit so as to improve the quality and quantity of citizen participation in local government and in community growth, change, and improvement.
- h. Sustain the comfort, health, tranquility and contentment of residents and, thus, to promote and protect the peace, health, and welfare of the City.
- i. Encourage a clear, orderly, consistent and expedient design review process.

Board of Design Review.

1. Purpose. In order to carry out the purpose and objectives of this Ordinance and to carry out such further duties and functions as may be assigned by the City Council, a Board of Design Review is hereby established.
2. Board of Design Review. There is hereby established a Board of Design Review whose members, term, officers, and manner of transacting business shall be as follows:
 - A. Members: Qualifications. The Board shall consist of seven members which shall include: one member of the City Planning Commission; at least one architect, landscape architect, or designer; at least one individual active in the financing of real property; at least one individual actively engaged in business, commerce or industry; at least one licensed real estate agent, builder or contractor; and at least one representative of education, health or social services profession.
 - B. Appointment: Term. The members of the Board shall be appointed by the Mayor and approved by the Council. Whenever possible, the Mayor shall appoint individuals who are either property owners, residents, or actively engaged in business or employment in the City. Of the members first appointed, three members shall be appointed for a term of one year and four members for a term of two years. Subsequent appointments shall be for a term of two years or until successors are appointed. Terms of office shall commence on the first day of the calendar year, except that the terms of the office for members first appointed under this Ordinance shall commence on the date of their appointment.
 - C. Vacancies: Removal. Any vacancy shall be filled for the remainder of the unexpired term as original appointments are herein provided. The Mayor, with approval of the Council, may remove any member of the Board at any time and for any reason.
 - D. Chairman: Secretary. The Design Review Board will elect its own chairman. The Chairman shall be counted to determine a quorum and shall have the same rights as other members of the Board, including the right to vote. The City Council shall appoint a Secretary of the Board and fix his or her compensation.
 - E. Quorum: Voting. Four members shall constitute a quorum for the transaction of business. A majority of members present shall be required for all Board actions.

- F. Attendance. If a Board member misses three consecutive meetings with unexcused absences, he will no longer be a Board member.
 - G. Meetings: Records. The Board shall hold at least one (1) meeting each month. However, a meeting need not be held if there are no drawings or plans submitted for review by the Board. The deliberations and proceedings of the Board shall be public. The Board shall keep minutes of its proceedings and such minutes shall be public records. Special meetings of the Board may be called by the Chairman or at the request of any two (2) members on twenty-four (24) hours reasonable notice to the public and at least twenty-four (24) hours actual notice to the Board members.
 - H. Rules. The Board may adopt and amend rules to govern the conduct of its business, consistent with the provisions of this Ordinance.
3. Design Review Procedure.
- A. Action by Planning Director. Upon receipt of a completed application for design review of a site, the Planning Director shall distribute copies to the appropriate departments for review, comment and recommendation. The Planning Director may also request comments and recommendations from the local solid waste collection agency, the Newberg School District, Yamhill County Planning Department, and any other group, department or agency which may be affected by the development. If no written response is received within 5 days, it shall be assumed that the department(s), agency(s), and group(s) approve of the proposal as submitted, unless an extension of time is otherwise requested. The Planning Director shall review all plans, drawings, specifications and comments or referrals from other department agencies or groups. The Planning Director shall provide comments relating to the conformity of the Design Review Plan to the City's Comprehensive Plan and implementing ordinances of the State and City, and shall forward these comments together with the plans, specifications and referrals to the Design Review Board for review, within 10 working days of the receipt of the application unless an extension of time is requested.

- B. Action by the Board. The Board shall, within 15 days of their receipt of the application, either approve the request, with or without conditions or stipulations, deny the request, or, when further information is required, postpone a decision on the application until such information can be provided. Applications must be submitted in conformance to Section 618 of this Ordinance. The Board shall base their decisions upon the criteria and standards found within Sections 620 and 622 of this Ordinance. Any conditions attached to the approval of a site plan shall not be used to reduce plan densities, unreasonably increase development costs or exclude needed housing types.
- C. Effective Date of Decisions and Appeals. A decision of the Board shall become effective 10 days after the date of the decision unless the decision is appealed. Any appeal of the decision of the Design Review Board shall be made in the same manner as is identified in Sections 682-690 of the Newberg Zoning Ordinance.
- D. Duration of Decision. No decision of the Board granting a design review approval shall be valid for a period longer than one year, provided however, that within this one year period, the Planning Director may, upon motion of the applicant, extend the approval for an additional 6 months period. If building or construction permit are not issued within this time period, then the design review approval shall be considered null and void and no construction shall take place.
- E. Installation of Landscaping. All landscaping required by these provisions and approved by the Board shall be installed prior to the issuance of occupancy permits unless security equal to 110% of the cost of the landscaping as determined by the City Engineer and Planning Director is filed with the City, insuring such installation within 6 months of occupancy. "Security"--Cash, certified check, time certificates of deposit, assignment of a savings account, bond or such other assurance of completion as shall meet with the approval of the City Attorney shall satisfy the security requirements. If the installation of the landscaping is not completed within the 6 month period, or within an extension of time authorized by the Board,

the security may be used by the City to complete the installation. Upon completion of the installation, any portion of the remaining security deposited with the City shall be returned to the applicant.

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Jurisdiction and Powers of the Board.

1. Application of Ordinance. Except for single-family dwellings in any residential zoning district, no building, grading, parking, land use, sign or other required permits shall be issued, and no permits for a major remodeling of an existing structure shall be issued, until the plans, drawings, sketches and other documents required under these provisions have been reviewed and approved by the Board in conformity with the criteria specified within these provisions. For the purpose of this section, the term "major remodeling" shall mean any remodeling that substantially changes the exterior appearance of the building and/or any construction, the cost of which exceeds 25% of the assessed valuation.
2. Development in Accord with Plans. Construction, site development, and landscaping shall be carried out in substantial accord with the plans, drawings, sketches, and other documents approved by the Board, unless altered with Board approval. Nothing in this subsection shall be construed to prevent ordinary repair, maintenance, and replacement of any part of the building or landscaping which does not involve a substantial change from the goals and objectives of Section 612. Proposed "substantial changes" shall be submitted to the Board at its next regularly scheduled meeting. If the Board objects to such proposed changes, they shall be subject to the procedures and requirements of the site design review process applicable to new proposals.

Design Review Plan.

1. Any Design Review Plan shall be filed on forms provided by the Planning Director and shall be accompanied by such drawings, sketches, and descriptions as are necessary to describe the proposed development. The plan shall not be deemed complete unless all information within the application is completed.

Prior to filing a design review plan, the applicant shall confer with the Planning Director, at a pre-application meeting, concerning the requisites of formal application.

Following the pre-application meeting, the applicant shall file with the Planning Department a design review plan which shall contain the items listed in Section 618-2.

2. Design Review Plan Requirements.

- A. Site Development Plan. A site development plan shall be to scale and shall indicate the following as appropriate to the nature of the use:

- a. Access to site from adjacent right-of-way, streets, and arterials;
 - b. Parking and circulation areas;
 - c. Location and design of buildings and signs;
 - d. Orientation of windows and doors;
 - e. Entrances and exits;
 - f. Private and shared outdoor recreation spaces;
 - g. Pedestrian circulation;
 - h. Outdoor play areas;
 - i. Service areas for uses such as mail delivery, trash disposal, above ground utilities, loading and delivery;
 - j. Areas to be landscaped;
 - k. Exterior lighting;
 - l. Special provisions for handicapped persons;
 - m. Other site elements and spaces which will assist in the evaluation of site development.

- B. Site Analysis Diagram. A site analysis diagram shall be to scale and shall indicate the following characteristics:

- a. Relationship of adjacent lands;
 - b. Location of species of trees greater than 4 (four) inches in diameter at 4 (four) feet above ground level;
 - c. Topography;
 - d. Natural drainage;
 - e. Significant wildlife habitat;
 - f. Natural features and structures having a visual or other significant relationship with the site.

- C. Architectural drawings indicating floor plans and elevations.
- D. Landscape Plan. The landscape plan shall indicate:
 - a. The size, species and approximate locations of plant materials to be retained or placed on the site together with a statement which indicates the mature size and canopy shape of all plant materials;
 - b. Proposed site contouring.
- E. Proposed minor exceptions from yard, parking and sign requirements.
- F. Design review application fee.

Design Review Criteria.

1. Approval of the final design review plan shall be based upon the following criteria:
 - A. Relation of the design review plan elements to environment.
 - a. The elements of the design review plan shall relate harmoniously to the natural environment and existing buildings and structures having a visual relationship with the site.
 - b. The elements of the design review plan should promote energy conservation and provide adequate protection from adverse climatic conditions, noise, and air pollution.
 - c. Each element of the design review plan shall effectively, efficiently and attractively serve its function. The elements shall be on a human scale, inter-related and shall provide spatial variety and order.
 - B. Safety and Privacy. The design review plan shall be designed to provide a safe environment, while offering appropriate opportunities for privacy and transition from private to public spaces.
 - C. Special Needs for Handicapped. Where appropriate, the design review plan shall provide for the special needs of handicapped persons, such as ramps for wheelchairs and braille signs.
 - D. Preservation of Natural Landscape. The landscape and existing grade shall be preserved to the maximum practical degree, considering development constraints and suitability of the landscape or grade to serve their function. Preserved trees and shrubs shall be protected during construction.
 - E. Drives, Parking and Circulation. With respect to vehicular and pedestrian circulation, including walkways, interior drives and parking, special attention shall be given to the location and number of access points, the general interior circulation, separation of pedestrian and vehicular traffic, the arrangement of parking areas that are safe and convenient and shall be harmonious with proposed and neighboring buildings and structures.
 - F. Drainage. Special attention shall be given to proper site surface drainage so that removal of surface waters will not adversely affect neighboring properties or the public storm drainage system. Retention devices as a control for abnormal rate of runoff shall be considered.

- G. Buffering and Screening. Areas, structures and facilities for storage, machinery and equipment, services (mail, refuse, utility wires, and the like), loading and parking and similar accessory areas and structures shall be designed, located, buffered or screened to minimize adverse impact on the site and neighboring properties including but not limited to visual and sound pollution.
- H. Signs and Graphics. The location, texture, lighting, movement and materials of all exterior signs, graphics or other informational or directional features shall be compatible with the other elements of the design review plan including buildings, structures and surrounding properties.
- I. Solar Access. The location of all structures signs, and landscape screens shall be designed to encourage solar access of structures.
- J. Exterior Lighting. Exterior lighting within the design review plan shall be located as not to adversely affect the privacy of adjoining properties.
- K. All trash or refuse storage areas shall be screened.

Required Minimum Standards.

1. The design review plan and application must fully conform to the policies identified within the Newberg Comprehensive Plan and its implementing ordinances.
2. Private and Shared Outdoor Recreation Areas in Residential Developments.
 - A. Private Areas. Each ground level living unit in a residential development subject to a design review plan approval shall have an accessible outdoor private space of not less than 48 square feet in area. The area shall be enclosed, screened or otherwise designed to provide increased privacy for unit residents, their guests and neighbors.
 - B. Individual or Shared Areas. Usable outdoor recreation space shall be provided for the individual and/or shared use of residents and their guests in any duplex or multi-family residential development, as follows:
 - a. One or two bedroom units:
200 square feet per unit
 - b. Three or more bedroom units:
300 square feet per unit
3. Storage Areas Required in Residential Developments. Convenient areas shall be provided in residential developments for the storage of articles such as bicycles, barbeques, luggage, outdoor furniture, etc. These areas shall be entirely enclosed.
4. Required Landscaped Area. The following landscape requirements are established for developments subject to a design review plan approval:
 - A. A minimum of 15% of the lot area shall be landscaped; provided, however, that computation of this minimum may include areas landscaped under Subpart C of this Subsection.
 - B. All areas subject to the final design review plan and not otherwise improved shall be landscaped.
 - C. The following landscape requirements shall apply to parking and loading areas:
 - a. A parking or loading area providing 10 or more spaces shall be improved with defined landscaped areas totaling no less than 25 square feet per parking space.
 - b. A parking or loading area shall be separate from any lot line adjacent to a street by landscaped strip at least 10 feet in width, and any other lot line by a landscaped strip at least 5 feet in width.
 - c. A landscaped strip separating a parking or loading area from a street shall contain
 - 1) Street trees spaced as appropriate to the species, not to exceed 50 feet apart on an average.

- 2) Low shrubs, not to reach a height greater than 3 feet, spaced no more than 5 feet apart on the average.
 - 3) Vegetative ground cover.
 - d. Landscaping in a parking or loading area shall be located in defined landscaped areas which are uniformly distributed throughout the parking or loading area.
 - e. A parking landscape area shall have a width of not less than 5 feet.
 - f. An island of landscaped area shall be located to separate blocks of parking spaces. No more than 7 (seven) parking spaces may be grouped together without an island separation.
- D. Trees, Shrubs and Ground Covers. The species of street trees required under this section shall conform to those authorized by the Council through resolution. The Planning Director and City Engineer shall have the responsibility for preparing and updating the street tree species list which shall be adopted in resolution form by the Newberg City Council.
- a. Arterial and minor arterial street trees shall have spacing of approximately 50 feet on center. These trees shall have a two (2) inch caliper tree trunk or stalk and shall be balled and burlaped or boxed.
 - b. Collector and local street trees shall be spaced approximately 35-40 feet on center. These trees shall have an 1½ - 1 ¾ inch tree trunk or stalk and shall be balled and burlaped or boxed.
 - c. Accent trees. Accent trees are trees such as flowering cherry, flowering plum, crabapple, hawthorne and the like. These trees shall have a 1½ inch caliper tree trunk or stalk and shall be at least 8 - 10 feet in height. These trees may be planted bare root or balled and burlaped. The spacing of these trees should be approximately 25 - 30 feet on center.
 - d. All broad leafed evergreen shrubs and deciduous shrubs shall have a minimum size of 12 -15 inches and shall be balled and burlaped or come from a 2 gallon can. Gallon can size shrubs will not be allowed except in ground covers. Larger sizes of shrubs may be required in special areas or locations as specified by the design review board. Spacing of these shrubs shall be typical for the variety, 3 - 8 feet, and shall be identified on the landscape planting plan.
 - e. Ground cover plant material. Ground cover plant material such as creeping juniper,

cotoneaster, minor Bowles, English ivy, Hypericum, etc. shall be one of the following sizes in specified spacing for that size.

- | | |
|--------------------|------------------|
| 1) Gallon Cans | 3 feet on center |
| 2) 4" Containers | 2 feet on center |
| 3) 2½" Containers | 18" on center |
| 4) Rooted Cuttings | 12" on center |

Bark mulch is not considered a ground cover.

- E. Provisions shall be made for watering planting areas where such care is required. Automatic sprinkling should be considered to be the primary form of watering planting areas.
- F. Required landscaping shall be continuously maintained.
- G. Maximum height of tree species shall be considered when planting under overhead utility lines.
- H. "Landscaped" means the improvement of land by means such as contouring, planting, and the location of outdoor structures, furniture, walkways and similar features.

Minor Exceptions: Yard, Parking and Sign Requirements.

1. In conjunction with final design review plan approval, the Board of Design Review may authorize the Planning Director to grant minor exceptions from the following requirements:
 - A. Dimensional standards for yard setback requirements as required in the primary district.
 - B. Dimensional standards for off-street parking spaces.
 - C. Standards for minimum number of off-street parking spaces; and an allowance for up to 25% of the required spaces to be used for compact cars.
 - D. Dimensional standards for signs as required in the primary district.
 - E. Dimensional standards relating to the spacing of street trees.
2. No minor exception shall be greater than 25% of the requirement from which the exception is granted.
3. Approval of a minor exception shall be based on written findings, as required in this subpart.
 - A. In the case of a minor yard exception, the Design Review Committee shall find that approval will result in:
 - a. More efficient use of the site.
 - b. Preservation of natural features, where appropriate.
 - c. Adequate provision of light, air and privacy to adjoining properties.
 - d. Adequate emergency access.
 - B. In the case of a minor exception to the dimensional standards for off-street parking spaces or the minimum required number of off-street parking spaces, the Board of Design Review shall find that approval will provide adequate off-street parking in relation to user demands. The following factors may be considered in granting such an exception:
 - a. Special characteristics of users which indicate low demand for off-street parking (e.g., low income, elderly).
 - b. Opportunities for joint use of nearby off-street parking facilities.
 - c. Availability of public transity.
 - d. Natural features of the site (topography, vegetation, and drainage) which would be adversely affected by application of required parking standards.
 - e. Possible conversion of the site to other uses in the future.
 - C. In the case of a minor exception to the dimensional standards for signs, the Board of Design Review shall find that approval is necessary for adequate identification of the use on the property and will be compatible with the elements of the design review plan and with the character of the surrounding area.

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Variances.

A variance to these requirements may be sought by the applicant through the procedures identified in Sections 672 through 698 of the Newberg Zoning Ordinance.

4/5 → agenda

MEMO

TO: City Council

DATE: March 23, 1982

FROM: City Administrator

SUBJECT: Small Business Week

The President has declared the week of May 9-15 as Small Business Week. This is to pay tribute to the many small businesses in the United States that must thrive to keep our economy going.

We have a special honor in Newberg in that Climax Manufacturing Company owned by LeRoy Benham, our Chamber of Commerce President, has been named as the recipient of the Small Business Award for the State of Oregon. Mr. Benham will be flying back to Washington, during the early part of May and will be congratulated by members of the White House Staff. Mr. Benham will also be competing with a total of 52 other recipients of this award in hopes of receiving a further honor.



Michael Warren
City Administrator

MW/bjm

MEMO

TO: City Council
FROM: City Administrator
SUBJECT: Redevelopment Meeting

DATE: March 25, 1982

On Wednesday evening, March 24, 1982 the Redevelopment Committee met to review the four proposals which were submitted by various firms at our request for consultant services.

The Committee meeting was an important one, in that it is the first major step toward revitalization of our uptown area. A recommendation coming from the Committee is a good indication of the feeling of at least part of our community on the interest of revitalizing a segment of our City.

The first recommendation to the City Council is to retain the firm of Patterson, Stewart and Associates, to assist the City in the establishment of an urban renewal tax increment financing plan. The decision was based upon the firm's experience and expertise in this area and the cost of the firm. The proposed cost was \$27,000 but by the staff doing some of the work, we feel that this cost could be lowered from \$5,000 to \$7,000. Patterson, Stewart and Associates have done numerous other plans for cities in the State of Oregon and California. The other proposals do not have the experience in this area. This, of course, was one of the considerations of the Redevelopment Committee.

By recommending to the City Council that the firm be retained the Committee is also requesting that the City put up the necessary money for payment to Patterson, Stewart and Associates. This money would need to be borrowed from one of the City funds and repaid when we begin receiving the tax increment or through the bond sales.

It would be my recommendation that the Chamber of Commerce be responsible for payment within a six to nine month period of one-half of the costs of retaining the firm (approximately \$11,000) through a request of the merchants. In this matter, the City or the increment is not solely responsible for the payment and, more importantly, the merchants would have a financial stake in the success of our redevelopment plan.

Why should a merchant contribute toward the project? In my opinion, the answer is a simple one: The City and the Merchants must either take a positive step toward revitalization and redevelopment or accept the fact that business will not dramatically improve and, of course, the physical presence of the business area will not greatly improve. Tax increment financing and redevelopment are recognized avenues of improvement throughout most of the States. With a merchant contributing \$100 to \$500 (depending upon size) toward the plan or retention of the firm, they are taking a definite step toward supporting an aggressive move of improving the business area. Money through increment or bond sale will then be put back into the business community and the merchant

Memo to City Council
RE: Redevelopment Meeting

can expect to receive dividends on his contribution. The dividends can come in the way of sidewalks, street, or utility improvements and will also come in the form of increased pedestrian traffic, parking and new customers through new businesses.

If the City Council decides to accept the recommendation and retain the firm of Patterson, Stewart and Associates, we should fully expect to follow through and receive a tax increment. Yes, it can be controversial and we will probably hear from some people that do not agree with redevelopment or revitalization or even tax increment financing. Yet the answer to this, in part, is that something must be done to assist our community and specifically, our businesses. If there is another avenue or there is a better method and if this other method has been proven time and time again like redevelopment and tax increment has, then perhaps we should consider it. To my knowledge and the Redevelopment Committee's knowledge there is not another avenue that has been so successful and has been adopted by the State Legislature for this specific purpose.

The second recommendation from the Redevelopment Committee was to form a steering committee. The exact wording of the recommendation was as follows:

Recommend to the Mayor subject to the consent of the Council that a steering committee be appointed, composed of members of the 3 uptown committees to direct, coordinate and communicate with all of the Task Force Committees, with the responsibility to insure that the Committees coordinate their plans together. The Committee should serve as an interim steering committee.

The final recommendation of the Committee was to have a town hall meeting on redevelopment and other pertinent subjects such as the Sewage Treatment Plant, the Civic Center, Site Review, the Tax Base, a by-pass, etc. The town hall meeting is proposed to be somewhere in the last week of April and held at the High School Cafeteria with the community invited to listen and participate. The town hall meeting is patterned after the town hall meeting held approximately 17 months ago.


Michael Warren
City Administrator

MW/bjm

DATE: March 25, 1982

The attached article appeared in the March 24, 1982 Graphic newspaper. It asked a very important question during these times. The City Council may want to take a position for our community on nuclear arms.


Michael Warren
City Administrator

Enc.

Will Newberg And County Lend Support To Anti-nuclear Movement?

It is with great interest that we watch growing grass-roots efforts by people all over the United States trying to send home to the Reagan Administration one potent message: freeze the growth of nuclear weapons.

The Lane County Board of Commissioners in Salem approved last week just such a resolution. The resolution called for both the U.S. and U.S.S.R. to stop their senseless race to doom.

Similar resolutions have been adopted recently by town councils in Vermont and lawmakers in

Massachusetts, New York, Connecticut, Vermont, and by Oregon's House chamber.

While it would be of dubious value to stop production of our nation's armament while watching the Soviet's weaponry grow at a threatening rate, we feel that grass-roots pressure from all citizens of the world has the greatest chance to slow or halt the ever-continuing growth of such senseless weapons.

What about the Newberg City Council and the Yamhill County Board of Commissioners? Would they be willing to send to the President a similar message?

MEMO

TO: City Council
FROM: City Administrator
SUBJECT: Finance Committee Meeting

DATE: March 25, 1982

At the March 25, 1982 Finance Committee meeting the subject of salary increases was discussed for employees. As you know the Budget Committee allocated some funds in the contingency to be set aside for possible salary increases. The motion made by the Committee was:

Motion: Grobey-Gano that the Committee recommend to the City Council that on the issue of salaries in the upcoming budget, no increase be considered until after the fiscal year begins and after the economy and revenues have been monitored and in no case should the Council consider a salary package in excess of the Budget Committee's recommendation. Carried unanimously.

It is my recommendation that because of difficult times, the upcoming legislative session and it's affect upon City government and the City revenue situation that we comply with the recommendation of the Finance Committee and look again at the subject matter after the beginning of the fiscal year.



Michael Warren
City Administrator

MW/bjm

MEMO

TO: City Council
FROM: City Administrator
SUBJECT: Court of Appeals Case

DATE: March 25, 1982

For almost one year now we have been battling the Solberg appeals case. As you may recall this had to do with a proposed 10-plex on the corner, one block north of 99W and near Deborah Road.

The petitioners had approval to build a 10-plex but did not move ahead to build for a period long enough to make them ineligible for the 10-plex (the ordinance was changed to allow only a 4-plex to be built). The Solberg's appealed to the Court of Appeals and on February 22, 1982 the City received a summary of the case and the decision from the presiding Judges Thorton and VanHoomissen. The outcome was that the City was correct in it's position in disallowing the 10-plex to be built.

Needless to say, the City Attorney did an excellent job of representing the City.


Michael Warren
City Administrator

MW/bjm

MEMO

TO: City Council
FROM: City Administrator
SUBJECT: Cable Television

DATE: March 29, 1982

An extensive report on what has occurred and what will occur with our new cable television franchise has been prepared and distributed by Rick Schaal, Liberty Cable Local Manager. Mr. Schaal will be present at tonight's meeting to discuss the report.

Mr. Schaal is working diligently to comply with the ordinance implementing the franchise. There are some matters that should be brought to the City Council's attention as their considerations outside the ordinance. One of these has to do with the satellite receive antenna and the other one with the type of tape that is used for local origination (3/4 inch vs. 1/2 inch.)

I encourage the City Council and specifically the Ordinance Committee, to listen carefully and ask as many questions as needed to receive all the facts. Although, the subject matter is complicated, it is at this initial planning and construction phase that we must be sure to get exactly what is needed for the City of Newberg.

Michael Warren
City Administrator

MW/bjm

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FEBRUARY MONTHLY ACTIVITY REPORT
NEWBERG/DUNDEE

February marked major accomplishments in the building of the Newberg system. On February 1st a presentation was made to the Newberg City Council in regards to our progress and decision to purchase property instead of leasing as previously indicated. The council was very receptive and unanimously approved of our plans as presented. Negotiations of the lease, on the temporary 5,000 sq. feet warehouse were concluded and a partial stock of construction material was transferred from the Portland facility to the warehouse located at 2201 E. 2nd Street in Newberg. Phones have also been installed along with water and power service.

Preliminary in house drawings of our new joint facility operation center were re-finded and turned over to an architect who has produced the first drawings of our complex. Working drawing should be ready for ground breaking by April 1, 1982.

SYSTEM CONTRUCTION

Strand mapping of the system has been completed with the Make Ready engineering 50% completed. Accual Make Ready and stranding will start the second week of March and cabling to start shortly thereafter. The evaluation of a turn key system construction was performed. Bids were received from Jerrold- General Instruments and R.C.A. It was decided that a turn key operation was not in our best interest due to costs and coordination controls.

Head End and Distribution Equipment have been selected. After evaluating several manufactures, Scientific Atlanta-(Headend/Earth Station), Sylvania- GTE (Amplifiers and Passive), RCA-(Taps), and Jerrold- (58 Channel converters) were selected, Orders will be produced within the first two weeks of March. The evaluations considered equipment specifications, delivery schedules and cost.

A micro wave relay site has been tentatively selected. A terrain profile has been performed along with on site studies which could not be completed in there entirety due to weather conditions restricting visability. It is expected to confirm visual line of site with the other locations involved by the middle of March, depending on weather conditions.

We have filed with the FAA for the planned location and construction of our receive tower. Verbal approval has been received from the Seattle FAA office and the State aeronautical center in Salem. We are now only awaiting formal, in writing, approval from the FAA. We have also received a preliminary frequency coordination study, performed by Compucon, Inc. in Dallas, Texas. This study indicates positive results in regard to the planned location of the Earth Satellite receive antennas. A "Full Blown" study is now under way and should be completed by the first part of March.

STAFFING

Two additional people have been added to the Newberg staff. Judi Edwards, a Newberg resident, started February 22 as Office Manager/Secretary. Her initial duties will include the organization and set up of our Newberg office. Judi has worked as executive Secretary to the President of Canby Union Bank for the last seven years.

Mike Connelly, also a Newberg resident, started February 23. Mike was hired as a Warehouse/Installer, with his initial duties consisting of setting up the warehouse, receiving and issuing equipment and inventory control.

All other aspects involved are proceeding according to schedule except the budget preparations, which have been delayed due to the evaluations on the turn-key proposals and equipment selections. However, this does not present any serious delays and is expected to be finalized shortly.

Rick Schaal
System Manager/Technician

PRELIMINARY CONSTRUCTION DEVELOPMENT PLAN

- SECTION 1. Preliminary Engineering Study of Planned Locations
- SECTION 2. Studio Design Layout
Studio Capital Budget
- SECTION 3. Copies of Orders or Dedicated in Stock Equipment
- SECTION 4. Applications, Utility Agreements and Contracts
- SECTION 5. Project Management Activity List
- SECTION 6. Program Line-Up (revised)
- SECTION 7. Closing

SECTION 1

Locating the necessary site(s) for the Newberg/Dundee system involved the consideration of many working parameters. After considering such things as location, size, cost, access, parking, etc..., a tentative site was selected along with two other alternates. A quantitative off all signal evaluation was performed. This testing proved very favorable as it was discovered only a 50' tower would be required for reception of the local channels. Because of the sites close proximity to Sportmans Air Park an application, to construct a tower, had to be filed with the F.A.A. (Federal Aviation Administration). A Frequency Coordination Study was also performed. This study determines if the site will be subject to terrestrial microwave interference which would negatively effect the satellite signal reception. Both the Frequency Coordination Study and application to the F.A.A. came back approved. (see Exhibit A and B).

A microwave relay site has also been selected and negotiations with the owners of the site (Motorolla, Inc.) are currently taking place. The selection of the site involved performing terrain profiles to insure line-of-site signal stability and on site studies to insure physical line of site, free of obstructions such as, trees, buildings, and water towers. This site, located in the Chehalem mountains, also has line of site with McMinnville which will greatly enhance the Yamhill County/ Portland Metro interconnect for institutional, government, and commercial purposes. Filing with the F.C.C. (Federal Communication Commission) will take place within the next few weeks, once approved, construction of the facility will begin.

Exhibit C, D, & E show detailed sketches of the combined, joint facility, operation center yet to be constructed with ground breaking to occur in approximately 25 days. Although the drawings are self explanatory, special note should be taken to the studio area in which a separate viewing loft area can be seen and the area layout showing the parking and accessibility.

Although not indicated on the design, we are currently considering the use of a different type of satellite receive antenna, which instead of having 3 foundation pivot points with 3 separate antennas, only one would be used having the capability

in receiving signals from as many as 6 satellites at the same time. This capability gives us added flexibility in providing future satellite programming at a significant reduction in cost to the subscriber.

Another separate area that we are initially planning for future expansion is in our amplifier spacing. Although all of our line equipment amplifiers are 400 MHz capable, we will be spacing them at 450 MHz specifications. This will allow us to easily change the system to a 450 MHz capability using inexpensive and timely methods once the equipment is available supported by consumer demand.

DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION		FOR FAA USE ONLY AERONAUTICAL STUDY NO.	
NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION		82 1115 046 95	
1. NATURE OF STRUCTURE (Complete both A and B below)		FAA will either return this form or issue a separate acknowledgement.	
A. (Check one) ☒ NEW CONSTRUCTION ☐ ALTERATION		A. To proposed structure: ☐ Does not require a notice to FAA. ☒ Would not exceed any obstruction standard of Part 77 and would not be a hazard to air navigation. ☐ Should be obstruction ☐ marked ☐ lighted per FAA Advisory Circular 70-7460-1, Chapter(s) _____ ☒ Obstruction marking and lighting are not necessary. ☐ Requires supplemental notice. Use FAA form enclosed.	
B. (Check one) ☒ PERMANENT ☐ TEMPORARY (State length of time) _____ Mon.		B. FCC was ☒ was not ☐ advised.	
2. NAME AND ADDRESS OF INDIVIDUAL, COMPANY, CORPORATION, ETC. PROPOSING THE CONSTRUCTION OR ALTERATION (Number, Street, City, State and Zip Code)		REMARKS: THIS DETERMINATION EXPIRES 9/1/82 UNLESS APPLICATION IS MADE TO THE FCC FOR A CONSTRUCTION PERMIT BEFORE THAT DATE. IF IT IS OTHERWISE EXTENDED, REVISED OR TERMINATED, PLEASE ADVISE DATE OF APPLICATION TO FCC.	
TO Liberty Cable Television 025 S.W. Sherman P.O. Box 8677 Portland, OR 97207		ISSUING OFFICE: NW Mountain REVIEWING OFFICER: [Signature] DATE: 3-1-82	
3. TYPE AND COMPLETE DESCRIPTION OF STRUCTURE			
100' Tower Structure (Self Supporting) for use in receiving local broadcast television signals and in transmitt/receive operation of microwave signals.			
4. LOCATION OF STRUCTURE			
A. COORDINATES (To nearest second)		B. NEAREST CITY OR TOWN, AND STATE	
LATITUDE LONGITUDE		Newberg, OR	
45 18 11 122 57 16		(1) DISTANCE FROM 4B Within city limits MILES	
		(2) DIRECTION FROM 4B Same as B-1	
C. NAME OF NEAREST AIRPORT, HELIPORT, OR SEAPLANE BASE		(1) DISTANCE FROM NEAREST POINT OF NEAREST RUNWAY	
Sportsman Air Park		2,000 ft. (approx)	
		(2) DIRECTION FROM AIRPORT N.W.	
D. DESCRIPTION OF LOCATION OF SITE WITH RESPECT TO HIGHWAYS, STREETS, AIRPORTS, PROMINENT TERRAIN FEATURES, EXISTING STRUCTURES, ETC. (Attach a highway, street, or any other appropriate map or scaled drawing showing the relationship of construction site to nearest airport(s). If more space is required, continue on a separate sheet of paper and attach to this notice.)			
See Attached Map			
5. HEIGHT AND ELEVATION (Complete A, B and C to the nearest foot)		6. WORK SCHEDULE DATES	
A. ELEVATION OF SITE ABOVE MEAN SEA LEVEL		A. WILL START	
195'		3-8-82	
B. HEIGHT OF STRUCTURE INCLUDING APPURTENANCES AND LIGHTING (if any) ABOVE GROUND, OR WATER IF SO SITUATED		B. WILL COMPLETE	
100'		6-10-82	
C. OVERALL HEIGHT ABOVE MEAN SEA LEVEL (A+B)			
295'			
7. OBSTRUCTION MARKED AND/OR LIGHTED IN ACCORDANCE WITH CURRENT FAA ADVISORY CIRCULAR 70-7460-1, OBSTRUCTION MARKING AND LIGHTING			
A. MARKED		YES NO	
B. AVIATION RED OBSTRUCTION LIGHTS			
C. HIGH INTENSITY WHITE OBSTRUCTION LIGHTS			
D. DUAL LIGHTING SYSTEM			
I HEREBY CERTIFY that all of the above statements made by me are true, complete, and correct to the best of my knowledge.			
8. NAME AND TITLE OF PERSON FILING THIS NOTICE (Type or Print)		9. SIGNATURE (In ink)	
Richard L. Schaal System Manager/Technician		[Signature]	
		10. DATE OF SIGNATURE 2/8/82	
		11. TELEPHONE NO. (Precede with area code) (503) 225-1984	
Persons who knowingly and willfully fail to comply with the provisions of the Federal Aviation Regulations Part 77 are liable to a fine of \$500 for the first offense, with increased Penalties thereafter as provided by Section 902(a) of the Federal Aviation Act of 1958 as amended.			

EXHIBIT B

FREQUENCY COORDINATION STUDY

COMPUCON

COMPUCON, INC.
13749 Neutron Road, P.O. Box 401229
Dallas, Texas 75240 214/233-4380

February 10, 1982

Liberty Cable
P.O. Box 8677
Portland, OR 97207
Attn: Mr. Rick Schall

Reference: Receive-Only Earth Station at Newburg, Oregon
Compucon Job Number: 2039-0338

Dear Mr. Schall:

A preliminary computer study has been completed for the proposed Newburg, Oregon earth station site. Enclosed please find:

1. Site map is not in house
2. Summary of microwave interference
3. Pointing azimuths and elevation angles

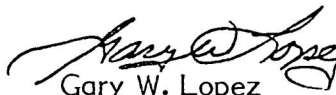
Please verify the location of your site on the enclosed site map, since this study is based on those coordinates.

The summary of microwave interference shows one potentially interfering case. The case requiring further study is numbered on the summary and graphically identified on item three above. Pointing angles are included for your convenience.

The results of the preliminary study indicate the interfering source of most concern is the Livingston Mtn., Washington transmitter. The levels predicted are negligible and probably can be eliminated through construction of terrain blockage profiles.

Please advise me of your decision to proceed with the frequency interference analysis and coordination at your earliest convenience. We appreciate the opportunity to provide this service to you. If you have any questions, please call.

Sincerely,



Gary W. Lopez
Project Manager
Satellite Planning Services

GWL/ct
Enclosures

***** C O M P U C O N , I N C *****

SUMMARY OF MICROWAVE INTERFERENCE FOR EARTH STATION PLACEMENT

SITE NAME: NEW BURG OREGON
 COORDINATES: 45-18-11 N LATITUDE 122-57-16 W LONGITUDE
 ELEVATION: 0 FEET AMSL
 CENTERLINE: 0 FEET AGL
 E. S. ANTENNA SCIENTIFIC-ATL
 PATTERN USED: 8008B (5.0M STD)
 INTERFERENCE -137.0 DBW/1MHZ@0.01%
 CRITERIA: -147.0 DBW/1MHZ@20.0%
 DATE OF THIS RUN: 02/09/82
 SATELLITE ARC: 70.0 TO 145.0

SATELLITE TRANSPONDERS AFFECTED BY EXISTING AND PROPOSED MICROWAVE CHANNEL USAGE ON PATHS CREATING INTERFERENCE INTO THE PROPOSED EARTH STATION (BASE ON LINE-OF-SIGHT). ASTERISK INDICATES EFFECT OF OPERATING TERRESTRIAL MICROWAVE CHANNEL; PLUS SIGN INDICATES EFFECT OF FUTURE TERRESTRIAL CHANNEL ADDITION.

FREQUENCY RANGE 3700 TO 4200 MHZ		TRANSPONDER NUMBER (12 TRANSPONDER SATELLITE)		TRANSPONDER NUMBER (24 TRANSPONDER SATELLITE)		SATELLITE CENTER CHANNEL FREQUENCIES (MHZ)		EARTH STATION TO TRANSMITTER		EXCEEDS OBJECTIVE	
TRANSMITTER (RECEIVER)		PATH STATUS		ELEVATION- CENTERLINE (CARRIERS)		DISTANCE		AZIMUTH		TIME PCT SHORT LONG	
LIVINGSTON MTN (PORTLAND)	, WA , OR)	OP	1935'- 98'	PNWBEL	* * *	38.6 MI	47.5	3.1	13.1		
SKAMANIA (LIVINGSTON MTN	, WA , WA)	OP	3290'-170'	PNWBEL	* * *	50.4 MI	58.2	0.1	10.1		
HOOD RIVER (SKAMANIA	, OR , WA)	OP	2000'- 43'	PNWBEL	* * *	77.0 MI	69.5	0.0	8.0		
HOODOO BUTTE (MOUNT HOREB	, OR , OR)	OP	5682'- 69'	PNWBEL	* * *	81.6 MI	139.4	35.8	45.8		
BLANTON HILL (PETERSON BUTTE	, OR , OR)	OP	1385'- 57'	PNWBEL	* * *	90.2 MI	184.8	1.4	11.4		
MAUPIN (PINE GROVE	, OR , OR)	OP	3172'- 58'	PNWBELATTW	* * *	96.8 MI	99.8	14.9	24.9		
WISHRAM (THE DALLES	, WA , OR)	OP	2370'- 31'	PNWBEL	* * *	98.0 MI	73.4	0.0	6.8		
TENINO (CASTLE ROCK	, WA , WA)	OP	960'- 61'	PNWBEL	* * *	106.7 MI	3.0	0.0	3.4		
TENINO (CASTLE ROCK	, WA , WA)	OP	960'- 61'	PNWBEL	* * *	106.7 MI	3.0	0.0	3.4		
MORO (HOOD RIVER	, OR , OR)	OP	2393'- 19'	UNTLNWPWBEL	* * *	106.8 MI	81.3	0.0	6.4		

***** C O M P U C O N , I N C *****

TRANSPONDER NUMBER (12 TRANSPONDER SATELLITE)

1 2 3 4 5 6 7 8 9 0 1 2
TRANSPONDER NUMBER (24 TRANSPONDER SATELLITE)

1 1 1 1 1 1 1 1 1 1 2 2 2 2 2
1 2 3 4 5 6 7 8 9 0 1 2 3 4 5 6 7 8 9 0 1 2 3 4

SATELLITE CENTER CHANNEL FREQUENCIES (MHZ)

3 3 3 3 3 3 3 3 3 3 3 3 3 3 4 4 4 4 4 4 4 4 4 4 4 4

7 7 7 7 8 8 8 8 8 8 9 9 9 9 9 0 0 0 0 0 1 1 1 1 1 1

2 4 6 8 0 2 4 6 8 0 2 4 6 8 0 2 4 6 8 0 2 4 6 8

0 0

FREQUENCY RANGE
3700 TO 4200 MHZ

TRANSMITTER (RECEIVER) PATH STATUS

ELEVATION-
CENTERLINE
(CARRIERS)

HARNESS MT ,OR PC
(BLANTON HL ,OR)

3291'- 45'
PNWBEL

* * * * *

EARTH STATION
TO TRANSMITTER
DISTANCE AZIMUTH
EXCEEDS
OBJECTIVE
TIME PCT
SHORT LONG

123.0 MI 183.3 3.1 13.1

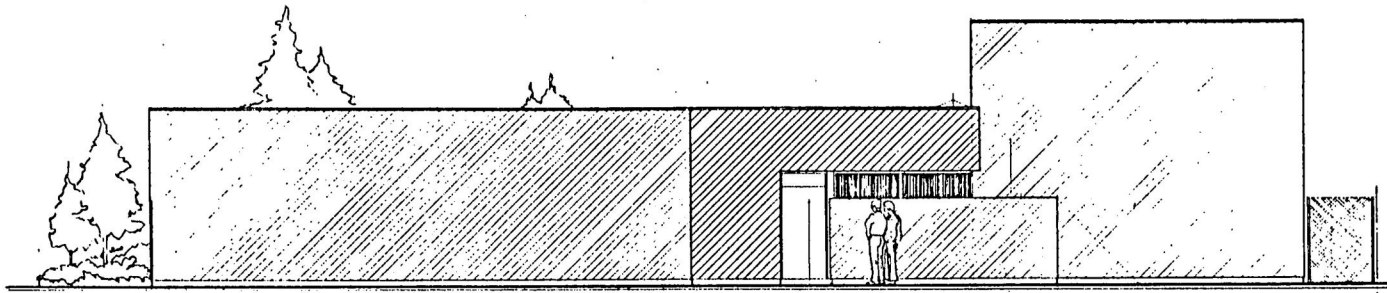
***** C O M P U C O N , I N C *****

EARTH STATION POINTING AZIMUTHS AND ELEVATION ANGLES

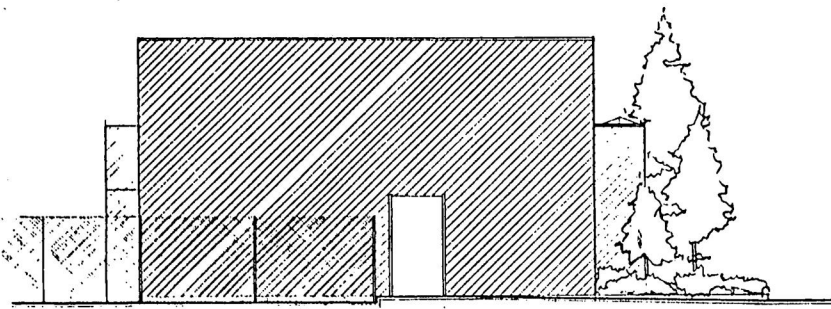
NEW BURG
45-18-11 N LATITUDE
122-57-16 W LONGITUDE

POINTING AZIMUTHS IN DEGREES FROM TRUE NORTH AND ELEVATION ANGLES
ABOVE HORIZONTAL FOR ACCESSING SATELLITES IN THE GEOSTATIONARY
ORBIT BETWEEN 70.0 DEGREES WEST LONGITUDE AND 145.0 DEGREES WEST
LONGITUDE. NAMES INDICATE 4/6 GHZ SATELLITES PRESENTLY IN ORBIT.

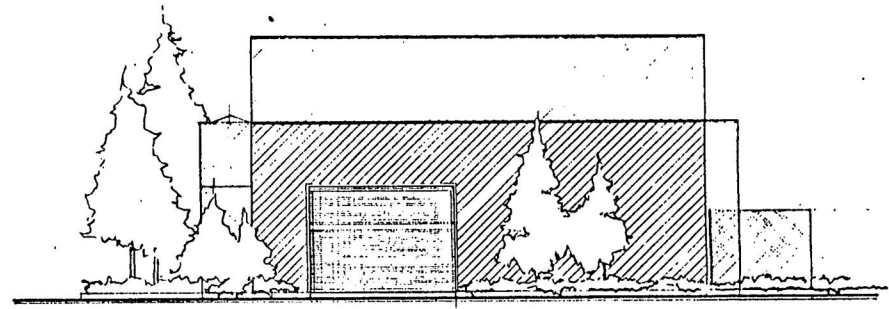
GEOSTATIONARY SATELLITE		EARTH STAT. POINTING		*	GEOSTATIONARY SATELLITE		EARTH STAT. POINTING	
NAME	POSITION	AZIM.	ELEV.		NAME	POSITION	AZIM.	ELEV.
	70.0	118.2	16.7			108.0	159.5	35.8
	71.0	119.2	17.4		ANIK B-1	109.0	160.8	36.0
	72.0	120.0	18.1			110.0	162.1	36.3
	73.0	120.9	18.7			111.0	163.4	36.5
	74.0	121.8	19.3			112.0	164.8	36.7
	75.0	122.8	20.0			113.0	166.2	36.9
	76.0	123.6	20.6		ANIK A-3	114.0	167.5	37.1
	77.0	124.5	21.2			115.0	168.9	37.2
	78.0	125.5	21.8			116.0	170.3	37.4
	79.0	126.5	22.4			117.0	171.7	37.5
	80.0	127.4	23.0			118.0	173.1	37.6
	81.0	128.4	23.6		SATCOM F2	119.0	174.5	37.7
	82.0	129.4	24.2			120.0	175.9	37.8
	83.0	130.4	24.7			121.0	177.3	37.8
	84.0	131.4	25.3			122.0	178.7	37.8
	85.0	132.4	25.9		WESTAR II	123.0	180.1	37.8
	86.0	133.4	26.4			124.0	181.4	37.8
COMSTAR C	87.0	134.4	27.0			125.0	182.9	37.8
	88.0	135.5	27.5			126.0	184.2	37.8
	89.0	136.6	28.0			127.0	185.7	37.7
	90.0	137.7	28.6		COMSTAR A	128.0	187.1	37.6
WESTAR III	91.0	138.8	29.1			129.0	188.5	37.5
	92.0	139.9	29.6			130.0	189.8	37.4
	93.0	141.0	30.0			131.0	191.2	37.2
	94.0	142.1	30.5			132.0	192.6	37.1
COMSTAR B	95.0	143.3	31.0			133.0	193.9	36.9
	96.0	144.5	31.4			134.0	195.3	36.7
	97.0	145.7	31.8		SATCOM F1	135.0	196.7	36.4
	98.0	146.8	32.3			136.0	198.0	36.3
WESTAR I	99.0	148.0	32.6			137.0	199.3	36.0
	100.0	149.3	33.1			138.0	200.7	35.8
	101.0	150.5	33.5			139.0	202.0	35.4
	102.0	151.7	33.8			140.0	203.3	35.2
	103.0	153.0	34.3			141.0	204.6	34.8
ANIK A-1	104.0	154.2	34.6			142.0	205.8	34.5
	105.0	155.5	34.9			143.0	207.1	34.2
	106.0	156.8	35.2			144.0	208.4	33.8
	107.0	158.1	35.5			145.0	209.6	33.4



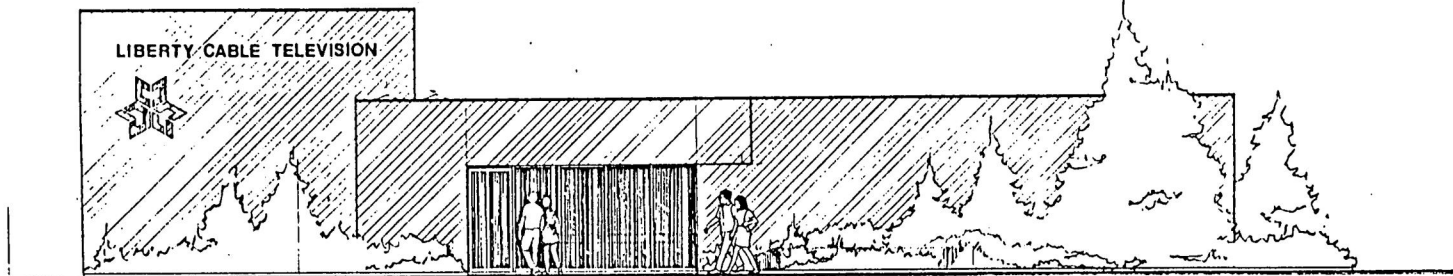
SOUTH ELEVATION
SCALE 1/4" = 1'-0"



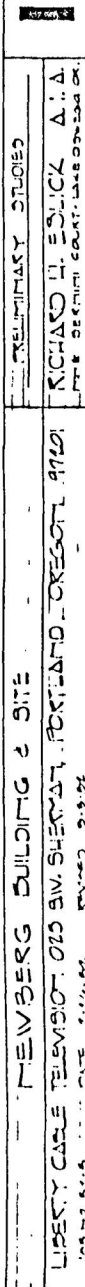
EAST ELEVATION
SCALE 1/4" = 1'-0"



WEST ELEVATION
SCALE 1/4" = 1'-0"

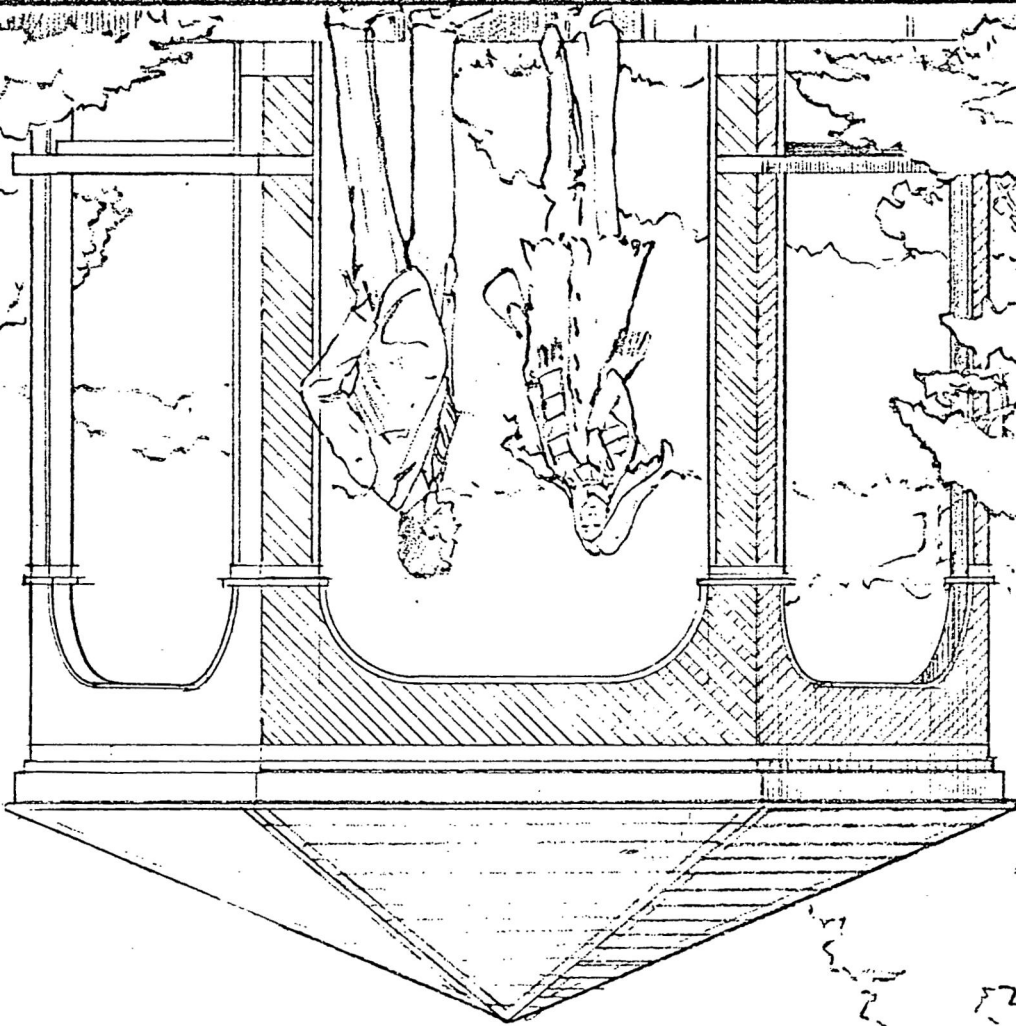


NORTH ELEVATION
SCALE 1/4" = 1'-0"



LIBERTY CABLE TELEVISION
NEWBERG, OREGON—STATION
PRELIMINARY GAZEBO STUDY NO ONE

—RICHARD ELLICK—



SECTION 2

The following pages of this section indicate the process in which our Studio Design planning took place. To highlight this the following Exhibit outline is presented.

- Exhibit A. Studio Concept-Functional Block Diagram
- Exhibit B. Request for Bids
- Exhibit C. Receipt of Bids
- Exhibit D. Evaluate and Award Contract

A minor equipment change has been made from what was required in the enabling Ordinance # 2046 Section 20, Item 6(e) on page 29. In regard to using 3/4 inch portable video recorders we have selected to use 1/2 inch recorders instead. The advantage is two fold 1. the 1/2 inch machines are lighter in weight, thereby making it easier for users to handle the equipment. The difference in weight alone is approximately 20 lbs. 2. The cost of each unit is approximately \$1500 less than the 3/4 inch version. The performance specifications are not quite as good as the 3/4 inch. However, we have implemented a much better performing camera so that the end result in overall performance is actually better than our original proposed design.

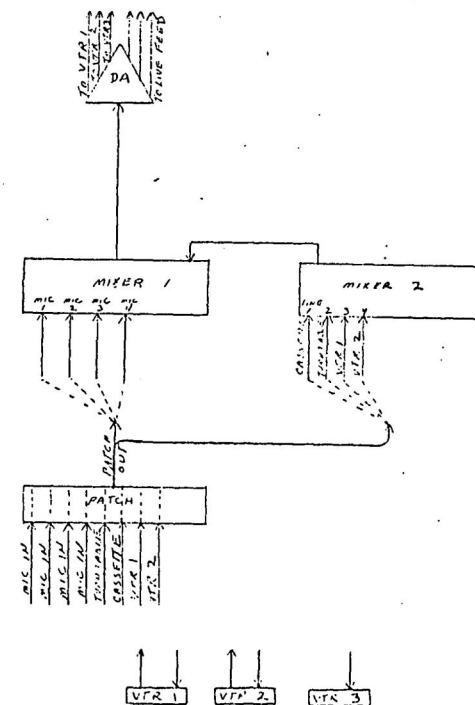
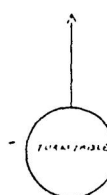
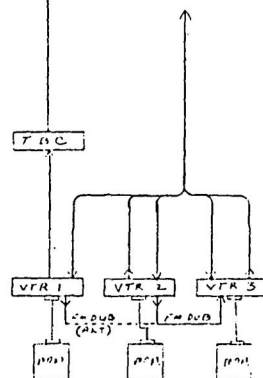
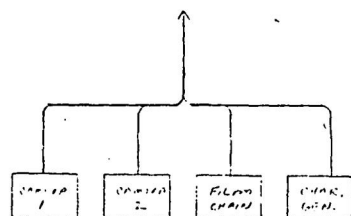
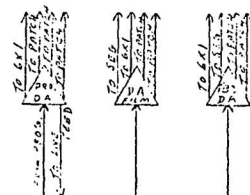
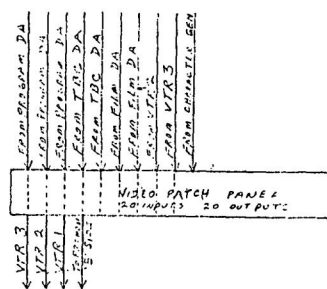
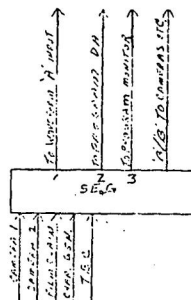
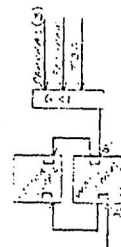
CAPITAL BUDGET FOR STUDIO/MOBILE STUDIO VAN

As originally proposed, Liberty has dedicated a total of \$174,000.00 for capitalized studio associated items. As is documented on the following pages, \$114,500 will initially be invested into Studio/Mobile Studio equipment. A van is yet to be purchased but will be available, ready for use, by August, 1982.

Liberty has also agreed to contribute \$5,000 a year, in 81'dollars, to promote and produce local origination programming.

"AUDIO"

"VIDEO"



REV.	DATE	BY	COMMENTS
TITLE FUNCTIONAL BLOCK DIAGRAM			
LIBERTY CABLE TELEVISION			
SYSTEM NEWBERG/DUBOIS		SCALE	
DRAWN DATE		GRID NO.	
CHECKED DATE			

EXHIBIT B
REQUEST FOR BIDS

February 16, 1982

To Whom It May Concern:

The enclosed list of equipment is being sent to you for your inspection and consideration. It is requested that all bids be received in my office at Liberty's business address by 5 p.m. Monday, March 8, 1982. Any bids received after this time will not be considered.

The items listed on the enclosed sheets should be considered for bid individually. It is, however, noted that some items could be related to other items and therefore can be included as one bid.

All items bid on must have on site vendor Authorized Warranty Service and items must carry Full Warranty Guarantees.

Where indicated, no substitutions will be considered unless I am notified prior to bids received in this office. I will then consider such substitutions on an individual basis.

Upon request, individual items must be made available for inspection prior to acceptance of any bid.

Please forward all bids to the following address:

Liberty Cable Television
025 S.W. Sherman
P.O. Box 8677
Portland, OR 97207
Attn: James E. Kunze

Thank you,

James E. Kunze
Studio Engineer

JEK/klw

Enclosure



Liberty Cable Television

A DIVISION OF LIBERTY COMMUNICATIONS, INC.

025 S.W. Sherman · P.O. Box 8677 · Portland, Oregon 97207 · 503/225-1984

Request for Bid (Specs.)

Pg 1 of 7

QTY

(Cameras)

Item 1

- 2 Three Tube Color Cameras with an E.N.G. configuration. 10:1 Servo Zoom Lens and the following specifications: Optical System will be a RGB system, parallel arrangement with dichroic mirrors. Pickup tubes will be 2/3" SATICON Type Pickup Tube. Synchronizing System will be internal, also the capability of genlock. The Encoder will be a NTSC (Y, I, Q) type encoder. Lens mount - C mount. Signal and Noise Ratio should be more than 52 dB with the Contour Correction OFF and the Gamma at 1. Sensitivity will be a f/4.0, 2500 lux (230 fc) at 3200 K. Minimum illumination should be f/1.6, at 150 lux (15 fc) with the 9 dB switch ON. Horizontal Resolution should be 500 lines at center on the G channel. Registration zones would be the 1st zone 0.1% at 80% of picture height, the 2nd zone would be 0.4% at picture width, and the 3rd zone 0.8% area outside the 2nd zone. It should have an auto white circuit with an 8-bit digital memory. Should have Contour Correction of horizontal: dual edged and vertical: singled-edged. Beam control ~~will be~~ built in color bar generator. It should have an auto/manual type iris. Should come standard with shoulder pad, a microphone holder, and carrying case.

QTY

Item 2

- 4 Three Tube Color Cameras with a 10:1 Servo Zoom Lens with the same specs as Item number 1 with the exceptions of the following additions. It will have a 5-Inch Viewfinder with a resolution of 550 TV lines at center, a tally light, pan and tilt adjustment. Also, it will have a manual zoom unit and a focus unit and maximum per camera of 190 feet of cable. It will have a remote control unit to go with it.

Item 3

- 1 Three Tube Color Cameras with the E.N.G. configuration but a 6:1 Servo Zoom lens on it and it will have a remote control unit capable of controlling the camera remotely from the camera and it also will have a 190 foot cable to go with it. The specifications on the camera will be those the same as Item number 1.

(Tripods)

Item 4

- 6 Tripods with removeable dollies and standard friction heads. Leg height adjustable and camera head height adjustable. The heads should also be dual handle capability heads.

(VTR'S)

Item 5

- 2 Portable 1/2" Video Tape Recorders with the following performance and specifications: The recorder will have a power source of dc 12 volts. The television system will work under EIA Standard (525 lines, 60 fields). NTSC color signal. The recording system will be a 2 rotary heads, Azimuth scanning system with FM recording. Audio Track - 1 track. Tape format will be 1/2" (12.7 mm) high density tape. It will have a maximum record playback time of 120 minutes. The fast forward rewind time should be less than 6.0 minutes with a T120

QTY

type cartridge... Its heads will be video, 2 rotary type. Audio control, 1 stationary head. Erase - 1 full track erase, 1 audio track erase for audio dubbing. The video horizontal resolution in color will be more than 240 lines and on a monoscope test pattern, black and white more than 240 lines. The Audio Frequency Response of the machine will be from 50 to 10,000 Hz. The Signal and Noise Ratio in video will be better than 45 dB measured with a Rohde & Schwartz noise meter. The audio should be better than 43 dB. With these portable recorders we will expect the following list of accessories to come with it: a one piece carrying case, a battery pack, an ac adapter and battery charger, an earphone, and a connection cord for an auxiliary battery pack to go with it.

Item 6

- 1 1/2" VSS VHS Editor Machine, capable of both insert and assemble editing. Its recording playback time should be equal to two hours. Its fast forward and rewind time less than 4 1/2 minutes on a standard two hour tape. Its specifications and video should be EIA Standard 525 lines at a 60 field in a NTSC color signal. Its input level 1 volt peak to peak, output level should be 1 volt peak to peak. Its audio input level Line: -20dB 50k ohm with two channels of record and playback. Its dimensions should be approximately 430mm wide by 197mm high by 545mm in diameter. Its weight should be approximately 21 Kg.

Item 7

- 1 Panasonic 9600 Editing System with an NV-A5000 Controller. There will be no actual specifications listed under this because we will not take any other substitute.

Item 8

- 1 VO-5850 Sony Umatic 3/4" Editing Recorder. Specifications will not be listed as no substitute will be considered under this item.

QTY

(Monitors)

Item 9

- 3 8" color monitors with dual A/B Type inputs and rack mountable 2 side by side and one with the capability of having a waveform monitor mounted with it. No specifications here as there are several different types of sets out that will be considered.

Item 10

- 4 Color monitors, 10" measured diagonally with the following specifications: the video will be input bridging at 1 volt peak to peak $\pm 10\%$. High impedance or 75 ohm switchable, BNC type bridging and 8-pin VTR connector also. Audio Input will be a bridging system 1 volt rms $\pm 10\%$, the 10k ohm impedance, RCA type bridging and 8-pin VTR connector. Controls on the front will be power on/off volume, input signal selector switch, color, tint, brightness, Panabrite and V-hold, type controls. Picture tube should be a 10" diagonal with 90° deflection. It should have an input selector switch for VTR or Line. It should have some type of a speaker approximately 3" round. Weight should not exceed 22 pounds.

Item 11

- 9 5" black and white monitors with 600 lines horizontal resolutions at center with dc restoration, external sync capability, and also capability of rack mounting in sets of 3.

(Test Equipment)

Item 12

- 2 Waveform monitors, rack mountable, 1 vectorscope rack mountable, 1 burst phase meter with horizontal phase capability. Rack mountable also. No specifications written or required at this time as suitable substitutes can be found.

QTY

(Switching)

Item 13

- 2 Special effects switchers with down stream keying and genlock, self contained sync with subcarrier out black with burst at a 7.5 ire reference.

Item 14

- 2 Active 6X1 Video switchers with loop thru inputs. No specifications here as several different models can be bid on.

(Audio System)

Item 15

- 2 Audio mixer applifiers with the following specifications: It will have a frequency response of ± 2 dB from 30 to 20,000 Hz range. Its gain outputs terminated; line 600 ohms, microphone 150 ohms, mix bus 3.3K., headphones should be 200 ohms, tip-sleeve and ring sleeve type.

Input	Output		
	Line	Microphone	Mix bus
Low-impedance microphone	92 dB	42 dB	25 dB
Line	40 dB	-10 dB	-27 dB
Mix bus	56 dB	6 dB	--

The distortion should be under 0.35% THD from 30 to 20,000 Hz at +15dBm output; under 0.5% IM distortion up to +15 dBm output level. It should have a limiter, it should have a peak indicator - lights 6 dB below clipping or at onset of limiter action. It should be capable of either ac or dc operation and it should be rack mountable.

QTY

Item 16

- 6 Omni directional microphones and no specifications will be listed at this time as several options are available.

Item 17

- 6 Lavalier microphones also without specifications listed as several different types are available and can be considered.

Item 18

- 2 Switchcraft type patch panels. Model JP01-2532A or equivalent.

(Lighting)

- 2 Model #K50; Smith Vector Portable Light Kit
- 6 Model #3301TV; 6" 1000 Watt Strand Century Key Light.
- 6 Model #1320; Barn Doors.
- 6 Model #1144; Diffuser Frame.
- 4 Model #4271TV; 1000 Watt Fill Light, Strand Century.
- 4 Model #1116; Diffuser Frame.
- 4 Model #5915TV; Strand Century Mini Cyclorama Light.
- 4 Model #1151; Gel Frame.
- 4 Model #6312-5-2GTL; Conductor Strip.
- 1 No substitutions will be considered.

(Video Miscellaneous)

- 3 Video Distribution Amplifier. No specifications with this as there are several to choose from and will be considered.
- 1 Rack Mount for the above Video Distribution Amplifier.
- 1 Film Chain with the capability of a camera pickup, a 16mm projector capability, and 35mm dual slide projector setup on it. No specifications here as we will consider several different alternatives in this area.

QTY

1 Model #K128B/MOD8/MF246. Knox character generator.
No substitutions will be considered in this
area.

2 Model #JS40-J3W. Trompeter, video patch panel.
No substitution will be considered on this
item.

(Miscellaneous Equipment)

3 Model #300. Shintron Portable Rack. No
substitution will be considered on this item.

MOBLE VAN

Pg 1 of 1

<u>QTY</u>	<u>MODEL</u>	
		(Equipment Electronic) (Cameras)
2	-	Color Camera with 10:1 Servo Lens with 5" view finder and lens E.N.G.
2	4-73010-7	Quick SST Tripods.
2	4-72011-6	Quick SST Friction Heads
		VTR
1	CR 82004	Jue 3/4" Editor
1	RM-70	Remote
		(Monitors)
1	CT 110 M	Panasonic Color Monitor
1	8PRW	Color Monitor/Wave Form Adaptor
1	WV 5203	B & W Monitors
		(Test)
1	TSM-5	Videotek Waveform
1	BPM 1	Burst Phase Meter
		(Switching)
1	SEG 4000	Sony Special Effects
1	WJ 220 R	6X1 Switcher
		Audio
1	M267	Shure Audio
4	635A	Microphones
2	300	Shintron Racks
		Misc. Cable etc.

(STUDIO) Equipment List

Pg - 1 of 3

<u>Qty</u>	<u>Model</u>	<u>Description</u>
2	-	(Electronic) Color Camera with 10:1 zoom lens and Studio/Eng configur- ation
2	-	Tripods with fluid head with dual handles
1	-	3/4 inch tape editor system with 1/2 inch editing capa- bility
1	-	Time base corrector
1	-	Color monitor dual
3	-	Color monitors
2	-	B & W monitor
1	528/1420	Tektronix waveform/vector scope rack mount
1	-	Special effects switcher
2	WJ 2 ZOR 2200	6X1 routing switcher
1	M-267	Audio mixer
2	JP01-2532A	Audio patch panels
8	-	Microphones

(STUDIO)

Pg - 2 of 3

<u>Qty</u>	<u>Model</u>	<u>Description</u>
3	WJ 300 RM	Video Distribution
1	-	Film chain with 16mm/35mm dual/Ky 1900 camera
1	-	Knox 128B/MOD 8/MF 246 character generator
2	JS40-J3W	Video patch panals (Curtains & Lights)
1	CYC	Curtain Blue 10' high by 30' long with 360° track
6	3310TV	1000 watt key light
6	1320	Barn doors for above
6	1144	Diffuser frame
4	4271TV	Fill 1000 watt
4	1116	Diffuser frame
4	5915TV	Mini cyc light
4	1151	Gel frame
4	6312-5-26TL	Connector strips

(STUDIO)

Pg - 3 Of 3

<u>Qty</u>	<u>Model</u>	<u>Description</u> (Hardware)
3	300	Shintron portable racks
250	-	BNC connector
75	-	UHF connector
1000'	-	Beldon cable (video)
1000'	-	Beldon cable (audio)
1	9H-32	Ladder

PORTABLE EQUIPMENT

Pg 1 of 1

<u>QTY</u>	<u>MODEL</u>	<u>DESCRIPTION</u>
		(Cameras)
2	-	Color camera/eng with 10:1 servo lens
2	-	Tripods
2	-	Friction Heads
		(VTRS)
2	NV 8410	Panasonic 1/2" VTR (Lights)
2	K 50	Smith/Victor Portable Light Kits
		(Misc).
2	635A	Microphones
2	649B	Microphones

NWI Audio Visual Systems, Inc.

A DIVISION OF PHOTO & SOUND CO.

EXHIBIT C RECEIPT OF BIDS

March 8, 1982

Liberty Cable Television
025 S.W. Sherman
P.O. Box 8677
Portland, Oregon 97207

RE: Yamhill County Video Access Center System

Gentlemen:

Photo and Sound Company, along with Liberty Cable, offers to the Yamhill County area a complete video center. This center represents the latest high-technology and cost effective products in the market today. A proposal of this magnitude, covering a regional location, requires extra effort and concerns be taken into consideration. One such consideration is a complete package to insure total operation.

We will provide full technical support and manpower to complete this video access center. Training and updating of the operation of each product, to insure continued high performance will be a joint effort by Photo and Sound Co. and Liberty Cable Television.

Cont'd.....

Page Two.....

Re: Yamhill County Video Access Center System

Within this area, you will find certain line items that may exceed your specifications, or optioned out to offer an alternative in today's economic atmosphere. Only manufacturers and models that provide the professional broadcast level of performance necessary to complete this system were considered.

Enclosed is our proposal, set up for each line item. We also have submitted a complete system which will give Liberty Cable and Photo and Sound Company a show place we both will be proud to present to the Yamhill County Area.

PHOTO & SOUND COMPANY
LINE ITEM PROPOSAL

ITEM 1.

2ea.	KY-1900ChL10	JVC Color Camera Ensemble	\$4,867.00ea	\$9,734.00
(Optional 2ea.	VC-511U	JVC Camera Cable for Portable Recorder	\$ 122.00ea	\$ 244.00)

ITEM 2.

4ea.	KY-1900ChL10	JVC Color Camera Ensemble	\$4,867.00ea	\$19,468.00
4ea.	VF-2500BU	JVC 5" Viewfinder	\$ 523.00ea	\$ 2,092.00
4ea.	HZ-ZM10U	JVC Manual Zoom Control	\$ 244.00ea	\$ 976.00
4ea.	HZ-FM10U	JVC Manual Focus Control	\$ 244.00ea	\$ 976.00
4ea.	VC-513U	JVC Camera Remote Control Cable	\$ 286.00ea	\$ 1,144.00
8ea.	VC-514U	JVC Camera Extension Cable	\$ 329.00ea	\$ 2,632.00
4ea.	RS-1900U	JVC Camera Control Unit	\$ 500.00ea	\$ 2,000.00

ITEM 3.

1ea.	KY-1900ChL6	JVC Color Camera Ensemble	\$ 4,184.00ea	\$ 4,184.00
1ea.	RS-1900U	JVC Camera Control Unit	\$ 500.00ea	\$ 500.00
1ea.	VC-513U	JVC Camera Remote Control Cable	\$ 286.00ea	\$ 286.00
2ea.	VC-514U	JVC Camera Extension Cable	\$ 329.00ea	\$ 658.00

ITEM 4.

6ea.	4-72011-6	Samson Head	\$ 118.90ea	\$ 713.40
6ea.	4-73010-7	Samson Tripod	\$ 237.90ea	\$ 1,427.40
6ea.	4-76010-4	Samson Dolly	\$ 95.00ea	\$ 570.00
6ea.	4-75081-6	Samson Second Handle	\$ 34.75ea	\$ 208.50

ITEM. 4 (continued)

(Optional):

(6ea. H4D	I.T.E. Head	\$ 215.90ea	\$ 1,295.40)
(6ea. T-6A	I.T.E. Tripod	\$ 313.20ea	\$ 1,879.20)
(6ea. D-6	I.T.E. Dolly	\$ 135.40ea	\$ 812.40)

ITEM 5.

2ea. NV-8410	Panasonic "VHS" Portable Recorder/Player	\$ 843.00ea	\$ 1,686.00
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ITEM 6.

1ea NV-8500	Panasonic "VHS" Editor	\$2,806.00ea	\$ 2,806.00
(Optional): (1ea. BR-6400U	JVC "VHS" Editor/Recorder	\$1,525.00ea	\$ 1,525.00)

ITEM 7.

1ea. NV-9600	Panasonic 3/4" Editing Deck	\$5,641.00ea	\$ 5,641.00
1ea. NV-A500	Panasonic Editing Controller	\$1,342.00ea	\$ 1,342.00
(Optional): (1ea. CR-8200U	JVC 3/4" Master Editor	\$4,526.00ea	\$ 4,526.00)
(1ea. RM-88U	JVC Editing Controller	\$2,732.00ea	\$ 2,732.00)

ITEM 8.

1ea. VO-5850	Sony Editing Recorder	\$6,102.00ea	\$ 6,102.00
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ITEM 9.

1ea. PVM-8200MB	Sony 8" Dual Monitor	\$1,357.00ea	\$ 1,357.00
1ea. PVM-8200T	Sony Dual Rack with one (1) 8" Monitor	\$ 670.00ea	\$ 670.00

ITEM 10.

4ea.	CT-110MA	Panasonic 10" Color Monitor	\$ 385.00ea	\$ 1,540.00
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ITEM 11.

3ea.*	WV-5203B	Panasonic Rackmount Monitor	\$ 625.00ea	\$ 1,875.00
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*Note: Is a set of 3ea. within a rack. Each monitor is removable.

ITEM 12.

1ea.	1420w/option 1	Tektronix Vectorscope	\$2,670.00ea	\$ 2,670.00
1ea.	BPM-1/option 2	Video Aids of Colorado Burst Phase Meter	\$ 855.00ea	\$ 855.00
2ea.	528Aw/option 1	Tektronix Waveform Monitor	\$2,145.00ea	\$ 4,290.00
(Optional):				
(	016-0115-02	Tektronix Rack Mount	\$ 225.00ea	\$ 225.00)

ITEM 13.

2ea.	SEG 2000	Sony Special Effects Generator	\$4,227.00ea	\$ 8,454.00
(Optional):				
(2ea.	WJ-5500A	Panasonic Special Effects Generator w/Black Burst	\$3,494.00ea	\$ 6,988.00)

ITEM 14.

2ea.	WJ-220R	Panasonic Video Switcher	\$ 183.75ea	\$ 367.50
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ITEM 15.

2ea.	M-267	Shure Professional Mic Mixer	\$ 289.00ea	\$ 578.00
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ITEM 16.

6ea.	635A	Electro-Voice Microphones w/Plug	\$ 70.00ea	\$ 420.00
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ITEM 17.

6ea.	CO-90	Elevtro-Voice Lavalier Microphones w/Plug	\$ 108.50ea.	\$ 651.00
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ITEM 18.

2ea.	JP01-2532A	Switchcraft Jax Patch Panel	\$ 140.00ea	\$ 280.00
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ITEM 19. (Lighting)

2ea.	K-50	Smith-Victor Portable Light Kit	\$ 475.00ea	\$ 950.00
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6ea.	3301TV	Strand Century 6" Light	\$ 241.50ea	\$ 1,449.00
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6ea.	1320	Strand Century Barn Doors	\$ 40.00ea	\$ 240.00
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6ea.	1144	Strand Century Diffuser Frame	\$ 11.50ea	\$ 69.00
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4ea.	4271TV	Strand Century 1000 Watt Fill Light	\$ 153.50ea	\$ 614.00
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4ea.	1116	Strand Century Diffuser Frame	\$ 13.50ea	\$ 54.00
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4ea.	5915TV	Strand Century Mini	\$ 175.50ea	\$ 702.00
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4ea.	1151	Strand Century Gel Frame	\$ 17.00ea	\$ 68.00
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4ea.	6312TV-5/2GP-1/5GP	Strand Century Conductor Strip	\$ 394.50ea	\$ 1,578.00
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ITEM 20.

3ea.	WJ-300	Panasonic Distribution Amplifier	\$ 213.00ea	\$ 639.00
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3ea.	WJ-A01	Panasonic Rackmount for WJ-300	\$ 42.00ea	\$ 126.00
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ITEM 21.

1ea. FA-3000	JVC Telecine Adapter with Optical Lenses for 3 Inputs. (2ea. 35mm projectors & 1ea. 16mm projector)	\$1,952.00ea	\$ 1,952.00
1ea. 7620	Entre' Programmer/Dissolve	\$ 304.00ea	\$ 304.00
(Optional): (1ea. 573-200)	Buhl Film Chain (Includes capabilities for 2ea. 35mm projectors and 1ea. 16mm projector, fixed camera mount & table for Multiplexer.)	\$1,989.80ea	\$ 1,989.80)
(Optional): (1ea. 16CL-ETC)	Elmo 16mm Projector w/Lens (Channel Load Film Chain Projector.)	\$1,475.00ea	\$ 1,475.00)
(Optional): (1ea. 2585)	Bell & Howell 16mm Projector with Lens. (Self threading, with telecine modifications)	\$1,656.00ea	\$ 1,656.00)
(Optional): (2ea. E-2)	Kodak Projector w/Lens	\$ 153.00ea	\$ 306.00)

ITEM 22.

1ea. 128/mod.8/MF246	Knox Character Generator	\$6,383.65ea	\$ 6,383.65
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ITEM 23.

2ea. JS40-J3W	Trompeter Patch Panel	\$ 291.00ea	\$ 582.00
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ITEM 24.

3ea. SU-511	Sony Single Bay Console and Accessories	\$ 507.00ea	\$ 1,521.00
(Optional): (3ea. BLP-504)	Sony Padded Panel (for above console)	\$ 30.50ea	\$ 91.50)

ITEM 25.

lea.	T120A	Microtime Time Base Corrector	\$9,950.00ea	\$ 9,950.00
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ITEM 26.

lea.	900LC	Winsted Low-Profile Console with # 987-22 (22 3/4" Rack Space) Rack Mount Cabinets	\$1,400.00ea	\$ 1,400.00
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lea.	903LC	Winsted Low Profile Console with #987-22 (22 3/4" Rack Space) Rack Mount Cabinets	\$1,298.00ea	\$ 1,298.00
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NWI Audio Visual Systems, Inc.

A DIVISION OF PHOTO & SOUND CO.

PHOTO AND SOUND COMPANY

SYSTEM PROPOSAL

In our continuing effort to insure our key accounts are given the most professional assistance possible, we have listed below a complete system price.

Liberty Cable Television retains the right to consultation, to make any changes to the system proposal, and Photo and Sound Company will make adjustments based from the original formulas.

THE SYSTEM PROPOSAL IS AS FOLLOWS:

\$114,568.00

NWI Audio Visual Systems, Inc.

A DIVISION OF PHOTO & SOUND CO.

Final negotiations for billing, shipping, or additional factors necessary can be handled at the time of the order.

Thank you for this opportunity to be a growing part of Liberty Cable Television and the Yamhill County Area.

If you have any further questions, please do not hesitate to contact me.

Sincerely,



John Barnum

EVALUATE AND AWARD CONTRACT

**Liberty Cable Television**

A DIVISION OF LIBERTY COMMUNICATIONS, INC.

025 S.W. Sherman · P.O. Box 8677 · Portland, Oregon 97207 · 503/225-1984

March 11, 1982

Mr. John Barnum
NWI Audio Visual Systems
820 N.W. 18th
Portland, OR 97209

Dear Mr. Barnum:

I am pleased to announce to you that your company has been selected to support Liberty Cable Television in our efforts in providing a Video Access center to Libertys' Newberg/Dundee Cable Communication System.

We will be initiating an order based on a single purchase order, referenced to your proposal, dated March 8, 1982. As agreed, any equipment changes or additions will be based from the original formulas presented.

I will be looking forward to working with you throughout the building of this system and in continuing throughout our term of franchise with the cities of Newberg and Dundee.

Sincerely,

Richard L. Schaal
System Manager/Technician
Newberg/Dundee

RLS/je

cc: Rob Corrao
Jim Kunze

SECTION 3

The following material such as purchase requests, purchase orders and warehouse inventory list represents the initial items and equipment necessary for the construction of the system. Some items such as Headend, Earth Station and System equipment are awaiting final design considerations before the orders are initiated. However, verbal agreements from Scientific Atlanta, GTE Sylvania and Jerrold Electronics have been received. Careful consideration and evaluations have taken place to insure that not only State-of-Art equipment is used but that deliveries and over all costs meet within our needs and expectations. This is exemplified by our converter evaluation and selection. As is evident on the last page of this section, Jerrold 58 channel, digital read-out, converter will be used for Tier III Programming. These attractive, efficient, converters offer many features including future addressability, and built in parental control devices. Wire-less remote control devices have also been placed on order. These are much more favored than the older two piece corded remote type converters and will be available to subscribers upon initial activation of their service.

To (Firm Name)

Address

City, State and Zip Code _____

Submitted by

JERRY WRIGHT

411 E. First St. Portland (503) 226-0636 Newberg 538-3161
NEWBERG, OREGON 97132

We are pleased to quote, for acceptance within ten days from this date, prices and terms on the MOTOR VEHICLES and equipment described below delivered F.O.B., NEWBERG in accordance with specifications attached.

SIGNED

TITLE

MOTOR VEHICLE PROPOSAL

To (Firm Name)

Liberty T.V. Cable

Address

NEWBERG

City, State and Zip Code

970 Newberg

Submitted by

JERRY WRIGHT

CHEVROLET

1/27/82

BUTLER CHEVROLET COMPANY

411 E. First St. Portland (503) 226-0636 Newberg 538-3161
NEWBERG, OREGON 97132

We are pleased to quote, for acceptance within ten days from this date, prices and terms on the MOTOR VEHICLES and equipment described below delivered F.O.B., NEWBERG in accordance with specifications attached.

QU.	MODEL AND DESCRIPTION	CASH SALE PRICE
1	5-10 CS10603 E63 108" WB C3A 1500Lb. Pay Load F 59 STABILIZER EXTRA CAP REAR SPRINGS J50 POWER BRAKES MX1 AUTOMATIC LR2 V16 ENGINE V01 H.D. RADIATOR U41 H.D. BATTERY BELTED RADIAL TIRES P195/75R14	
	#6810.91 PER UNIT	

SIGNED

TITLE

PURCHASE ORDER

No. 1694

BILL TO:  LIBERTY CABLE TELEVISIONP. O. BOX 8677
PORTLAND, OREGON 97201THE ABOVE PURCHASE ORDER NO.
PREFIXES, & SUFFIXES MUST
APPEAR ON ALL CORRESPONDENCE,
INVOICES, PACKING SLIPS, SHIPPING
PAPERS AND CONTAINERS.
INVOICES MUST BE RENDERED IN
TRIPPLICATE.To Anixter-Pruzan
Address 1900 N.E. Argyle
Portland, OR 97211
City

Date 3-3-82 19

For Newberg/Dundee

Job No. 97/500/81 Req. No. 3067

Ship To Liberty Cable Television
Address 2201 E. 2nd St.
Newberg, OR 97132
City

How Ship Best Way

Date Required 3-15-82

Terms

QUANTITY ORDERED	PLEASE SUPPLY ITEMS LISTED BELOW	DATE REC'D.	RECEIVING REPORT NO.	UNIT PRICE	EXT. PRICE
40,000'	1/4" E.H.S. strand	3-8-82	5475	57.50m	\$2,300.00
Notes: On 5000' reels with 3" center h hole or larger. Notify Dennis Rich 242-1202 before delivery to Newberg. <i>Closed 3/15/82</i>					

IMPORTANT

EQUAL OPPORTUNITY—If this order exceeds \$10,000 and is not otherwise exempt under Executive Order 11246 (30 Fed. Reg. 12319), as amended or under the rules and regulations issued thereunder, the Seller agrees that the provisions of Section 202 of said Executive Order, as amended, are incorporated herein by reference. As used in Section 202, the word 'Contractor' means the Seller.

Purchasing Agent

PURCHASING

PURCHASE ORDER

No. 1739

BILL TO:  **LIBERTY CABLE TELEVISION**

P. O. BOX 8677
PORTLAND, OREGON 97201

THE ABOVE PURCHASE ORDER NO.
PREFIXES, & SUFFIXES MUST
APPEAR ON ALL CORRESPONDENCE,
INVOICES, PACKING SLIPS, SHIPPING
PAPERS AND CONTAINERS.

INVOICES MUST BE RENDERED IN
TRIPPLICATE.

To Anixter-Pruzan
Address 1900 N.E. Argyle
Portland, OR 97201
City

Date 3-10-82 19

Ship To Liberty Cable Television
Address 2201 East Second Street
City Newberg, OR 97132

...For **Newberg Warehouse**

Job No. 37-408 Reg. No. 4432

How Ship	Best Way
1. Ship by air	1. Ship by air
2. Ship by sea	2. Ship by sea
3. Ship by rail	3. Ship by rail
4. Ship by truck	4. Ship by truck
5. Ship by barge	5. Ship by barge
6. Ship by pipeline	6. Ship by pipeline
7. Ship by conveyor	7. Ship by conveyor
8. Ship by helicopter	8. Ship by helicopter
9. Ship by cable car	9. Ship by cable car
10. Ship by elevator	10. Ship by elevator
11. Ship by escalator	11. Ship by escalator
12. Ship by stairs	12. Ship by stairs
13. Ship by lift	13. Ship by lift
14. Ship by crane	14. Ship by crane
15. Ship by hoist	15. Ship by hoist
16. Ship by pulley	16. Ship by pulley
17. Ship by winch	17. Ship by winch
18. Ship by derrick	18. Ship by derrick
19. Ship by crane	19. Ship by crane
20. Ship by hoist	20. Ship by hoist
21. Ship by pulley	21. Ship by pulley
22. Ship by winch	22. Ship by winch
23. Ship by derrick	23. Ship by derrick
24. Ship by crane	24. Ship by crane
25. Ship by hoist	25. Ship by hoist
26. Ship by pulley	26. Ship by pulley
27. Ship by winch	27. Ship by winch
28. Ship by derrick	28. Ship by derrick
29. Ship by crane	29. Ship by crane
30. Ship by hoist	30. Ship by hoist
31. Ship by pulley	31. Ship by pulley
32. Ship by winch	32. Ship by winch
33. Ship by derrick	33. Ship by derrick
34. Ship by crane	34. Ship by crane
35. Ship by hoist	35. Ship by hoist
36. Ship by pulley	36. Ship by pulley
37. Ship by winch	37. Ship by winch
38. Ship by derrick	38. Ship by derrick
39. Ship by crane	39. Ship by crane
40. Ship by hoist	40. Ship by hoist
41. Ship by pulley	41. Ship by pulley
42. Ship by winch	42. Ship by winch
43. Ship by derrick	43. Ship by derrick
44. Ship by crane	44. Ship by crane
45. Ship by hoist	45. Ship by hoist
46. Ship by pulley	46. Ship by pulley
47. Ship by winch	47. Ship by winch
48. Ship by derrick	48. Ship by derrick
49. Ship by crane	49. Ship by crane
50. Ship by hoist	50. Ship by hoist
51. Ship by pulley	51. Ship by pulley
52. Ship by winch	52. Ship by winch
53. Ship by derrick	53. Ship by derrick
54. Ship by crane	54. Ship by crane
55. Ship by hoist	55. Ship by hoist
56. Ship by pulley	56. Ship by pulley
57. Ship by winch	57. Ship by winch
58. Ship by derrick	58. Ship by derrick
59. Ship by crane	59. Ship by crane
60. Ship by hoist	60. Ship by hoist
61. Ship by pulley	61. Ship by pulley
62. Ship by winch	62. Ship by winch
63. Ship by derrick	63. Ship by derrick
64. Ship by crane	64. Ship by crane
65. Ship by hoist	65. Ship by hoist
66. Ship by pulley	66. Ship by pulley
67. Ship by winch	67. Ship by winch
68. Ship by derrick	68. Ship by derrick
69. Ship by crane	69. Ship by crane
70. Ship by hoist	70. Ship by hoist
71. Ship by pulley	71. Ship by pulley
72. Ship by winch	72. Ship by winch
73. Ship by derrick	73. Ship by derrick
74. Ship by crane	74. Ship by crane
75. Ship by hoist	75. Ship by hoist
76. Ship by pulley	76. Ship by pulley
77. Ship by winch	77. Ship by winch
78. Ship by derrick	78. Ship by derrick
79. Ship by crane	79. Ship by crane
80. Ship by hoist	80. Ship by hoist
81. Ship by pulley	81. Ship by pulley
82. Ship by winch	82. Ship by winch
83. Ship by derrick	83. Ship by derrick
84. Ship by crane	84. Ship by crane
85. Ship by hoist	85. Ship by hoist
86. Ship by pulley	86. Ship by pulley
87. Ship by winch	87. Ship by winch
88. Ship by derrick	88. Ship by derrick
89. Ship by crane	89. Ship by crane
90. Ship by hoist	90. Ship by hoist
91. Ship by pulley	91. Ship by pulley
92. Ship by winch	92. Ship by winch
93. Ship by derrick	93. Ship by derrick
94. Ship by crane	94. Ship by crane
95. Ship by hoist	95. Ship by hoist
96. Ship by pulley	96. Ship by pulley
97. Ship by winch	97. Ship by winch
98. Ship by derrick	98. Ship by derrick
99. Ship by crane	99. Ship by crane
100. Ship by hoist	100. Ship by hoist

Date Required **3-17-82**

Terms

[illegible]

IMPORTANT

EQUAL OPPORTUNITY—If this order exceeds \$10,000 and is not otherwise exempt under Executive Order 11246 (30 Fed. Reg. 12319), as amended or under the rules and regulations issued thereunder, the Seller agrees that the provisions of Section 202 of said Executive Order, as amended, are incorporated herein by reference. As used in Section 202, the word 'Contractor' means the Seller.

Purchasing Agent

PURCHASING

No 5475

System: Newberg/Dundee (87/142D) Shipped

ETL INC.

Date Shipped

15	Date Shipped 3-4-82
----	------------------------

FREIGHT BILL NO.

3-8-82

203465

OUR P.O. NO.

1694

☐ Completes Order
☐ Partial Shipment

Prepaid

Collect

\$

RECEIVED
MAR 4 5 1982

Received By

Does Packing Slip agree with Purchase Order? Yes, ☒ No, ☐

If no, explain:

Does Receiving Report agree with Packing Slip? Yes ☒

If no, explain:

PURCHASE ORDER

No. 1698

BILL TO:  LIBERTY CABLE TELEVISIONP. O. BOX 8677
PORTLAND, OREGON 97201THE ABOVE PURCHASE ORDER NO.
PREFIXES, & SUFFIXES, MUST
APPEAR ON ALL CORRESPONDENCE,
INVOICES, PACKING SLIPS, SHIPPING
PAPERS AND CONTAINERS.
INVOICES MUST BE RENDERED IN
TRIPPLICATE.To ~~Gregbar Electric~~
Address NE 60th and Bandfield
City Portland, OR 97213

Date 3-3-82 19

For Overhead Construction

Job No. 87/142D/500 Req. No. 3353

Ship To Liberty Cable Television

How Ship Best Way

Address 2201 East 2nd Street
City Newberg, OR 97132

Date Required 3-12-82

Terms

QUANTITY ORDERED	PLEASE SUPPLY ITEMS LISTED BELOW	DATE REC'D.	RECEIVING REPORT NO.	UNIT PRICE	EXT. PRICE
150	5100 1/4" strand vise	3/9	5481	2.80	\$ 420.00
150	5040 1/4" strand links 50-3/9-5481			2.35	352.50
200	8' yellow guy guards			4.55	910.00
200	8' gray guy guards			4.55	910.00
400	5/8" x 8' copper ground rods 136-3/9-5481			5.85	2,340.00
200	5/8" thimbleye nuts	3/9	5481	120.00c	240.00
25	DGM9M1 pole gains	"	"	145.00c	36.25
1250	#6 bare soft copper wire	"	"	143.50m	180.81
500	J8814 5/8" x 14" machine bolts	"	"	85.00c	425.00
2000	2x2x1/8" square washers			10.50c	210.00
300	1"x6' tree guard			1.00	300.00
3000	10" lashed cable supports	3/9	5481	10.90c	327.00
<u>425</u>	22" lashed cable supports 475-3/9-5481	"	"	22.75c	204.75
NOTE: Call Dennis Rich 242-1292 B/4 shipping to Newberg.					\$6,856.31
CONFIRMING WITH GORDON - DO NOT DUPLICATE					

IMPORTANT

EQUAL OPPORTUNITY—If this order exceeds \$10,000 and is not otherwise exempt under Executive Order 11246 (30 Fed. Reg. 12319), as amended or under the rules and regulations issued thereunder, the Seller agrees that the provisions of Section 202 of said Executive Order, as amended, are incorporated herein by reference. As used in Section 202, the word "Contractor" means the Seller.

Purchasing Agent

PURCHASING

NO 5481

Newberry/Dundee

Shipped via
Merchants

3-9-82 2377PE

OUR P.O. NO.

 Collect
\$

[illegible]

Condition: _____ Short: _____ Ctns. _____ Received By: H. H. Conaway

Be sure to attach Freight Bill and Packing Slips.

Does Packing Slip agree with Purchase Order? Yes ☒ No ☐

If no, explain: Not applicable

Does Receiving Report agree with Packing Slip? Yes ☒

If no, explain: _____

PURCHASE ORDER

No. 1581

BILL TO:



LIBERTY CABLE TELEVISION

P. O. BOX 8677

PORTLAND, OREGON 97201

THE ABOVE PURCHASE ORDER NO.,
PREFIXES, & SUFFIXES MUST
APPEAR ON ALL CORRESPONDENCE,
INVOICES, PACKING SLIPS, SHIPPING
PAPERS AND CONTAINERS.
INVOICES MUST BE RENDERED IN
TRIPPLICATE.

To C6mm/Scope

Date 2-25-82

19

Address 1065 Second Ave., NW

For Newberg

P.O. Box 1729

City Hickory, NC 28603

Job No. Req. No. 2392

Ship To Liberty Cable Television

How Ship Best Way

Address 2201 East Second Street

Date Required

Newberg, OR 97132

City

Terms

QUANTITY ORDERED	PLEASE SUPPLY ITEMS LISTED BELOW	DATE REC'D.	RECEIVING REPORT NO.	UNIT PRICE	EXT. PRICE
121,336 - 3/11 4825					
150,400	P3 75-500 JACASP Db1. flooding			347.98m	\$55,120.0
52,800	P3 70-750 JACASP Db1. flooding			611.48m	32,286.1
					\$87,406.1
CONFIRMING WITH SHEILA - DO NOT DUPLICATE					
NOTE: Call Dennis Rich 242-1202 one day before delivery.					
SUGGESTED BY: [Signature]					

IMPORTANT

EQUAL OPPORTUNITY—If this order exceeds \$10,000 and is not otherwise exempt under Executive Order 11246 (30 Fed. Reg. 12319), as amended or under the rules and regulations issued thereunder, the Seller agrees that the provisions of Section 202 of said Executive Order, as amended, are incorporated herein by reference. As used in Section 202, the word 'Contractor' means the Seller.

Purchasing Agent

 **LIBERTY CABLE TELEVISION**

RECEIVING REPORT

№ 4825

System:

From <i>Comm/SCOPE</i>					Shipped Via				
Address					Date Shipped <i>3-6-52</i>				
City and State				Date Received <i>3-11-52</i>		FREIGHT BILL NO.		OUR P.O. NO. <i>1581</i>	
CASES	CARTONS	ROLLS	PACKAGES	BUNDLES	☐ Completes Order ☐ Partial Shipment		Prepaid		Collect
							\$		

[illegible]

Condition: _____ Short: _____ Ctns. Received By: _____

Be sure to attach Freight Bill and Packing Slips.

Does Packing Slip agree with Purchase Order? Yes ☐ No ☒ If no, explain: NO COPY OF PO

Does Receiving Report agree with Packing Slip? Yes ☒ If no, explain: _____

LIBERTY PURCHASE ORDER

No. 121485

BILL TO:



LIBERTY CABLE TELEVISION

P. O. BOX 8677

PORTLAND, OREGON 97201

THE ABOVE PURCHASE ORDER NO. PREFIXES, & SUFFIXES MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKING SLIPS, SHIPPING PAPERS AND CONTAINERS.

INVOICES MUST BE RENDERED IN TRIPLICATE.

To Comm/Scope
P.O. Box 1729
Address Hickory, NC 28603

Date 12/29/81 19

For Newberg/Dundee System

City
Ship To Liberty Cable Television
2201 East 2nd **See Shipping Instructions Below
Address Newberg, OR 97132

Job No. 87-500-81 Req. No. 3066

How Ship Best Way **See Below

Date Required 2-1-82

City Terms

QUANTITY ORDERED	PLEASE SUPPLY ITEMS LISTED BELOW	DATE REC'D.	RECEIVING REPORT NO.	UNIT PRICE	EXT. PRICE
150,000	PIII 75-500 CA Cable 134,530 - 2/24 5429			\$158.88M'	\$25,421.00
80,000	PIII 75-750 CA Cable 26,490 - 3/1 5455			333.25M'	26,660.00
69,820 - 2/24 - 5429					
10,165 - 3/3 5469					\$52,081.00
CONFIRMING WITH SHIELA ONLY - DO NOT DUPLICATE					
NOTE:					
**CALL FOR SPECIFIC DELIVERY ADDRESS BEFORE SHIPPING!!!!					
LINE NO.	SUGGESTED VENDOR	LINE NO.	SUGGESTED VENDOR		

IMPORTANT

EQUAL OPPORTUNITY—If this order exceeds \$10,000 and is not otherwise exempt under Executive Order 11246 (30 Fed. Reg. 12319), as amended or under the rules and regulations issued thereunder, the Seller agrees that the provisions of Section 202 of said Executive Order, as amended, are incorporated herein by reference. As used in Section 202, the word 'Contractor' means the Seller.

[Handwritten signature]

Purchasing Agent

NO 5469

Address <i>Comm/SCAPE</i>					Shipped Via <i>McLEAN</i>	
City and State					Date Shipped <i>2-23-82</i>	
Date Received <i>3-3-82</i>					FREIGHT BILL NO. <i>001-382 B0</i>	
					OUR P.O. NO. <i>1485</i>	
CASES	CARTONS	ROLLS	PACKAGES	BUNDLES	☐ Completes Order ☐ Partial Shipment	Prepaid Collect \$

[illegible]

RECEIVED
MAR 6 3 1982

1420

If no, explain: _____

N9 5455

System:

[illegible]

Condition: _____ Short: _____ Ctns. Received By: _____

Be sure to attach Freight Bill and Packing Slips.

Does Packing Slip agree with Purchase Order? Yes ☐ No ☒ If no, explain: Not copy of PO

Does Receiving Report agree with Packing Slip? Yes ☒ No ☐ If no, explain: _____

NE 5429

Shipped Via

COMM / SCOPE

Date Shipped	
--------------	--

2-14-8-

City and State

Date Received

FREIGHT BILL NO.

OUR P.O. NO. _____

7-24-82

1485

CASES

CARTONS

ROLLS

PACKAGES

BUNDLES

☐ Completes Order

Prepaid

Collect

☐ Partial Shipment

\$

QUANTITY

PART NO.

DESCRIPTION

JOB NO.

134,530

P3-75-500 CA

69,820'

РЗ - 75-750 СА

RECEIVED

FEB 26 1982

1421

Condition: _____ Short: _____ Ctns. Received By: _____

Be sure to attach Freight Bill and Packing Slips.

Does Packing Slip agree with Purchase Order? Yes ☒ No ☐

If no, explain:

Does Receiving Report agree with Packing Slip? ☒ Yes ☐ No

If no, explain:

PURCHASE ORDER

No. 1710

BILL TO:  LIBERTY CABLE TELEVISIONP. O. BOX 8677
PORTLAND, OREGON 97201THE ABOVE PURCHASE ORDER NO.,
PREFIXES, & SUFFIXES MUST
APPEAR ON ALL CORRESPONDENCE,
INVOICES, PACKING SLIPS, SHIPPING
PAPERS AND CONTAINERS.
INVOICES MUST BE RENDERED IN
TRIPPLICATE.

To Dent's Stationary Store

Date 3-9-82 19

Address 502 East First Street
Newberg, OR 97132

For Newberg Office

City

Job No. 87/438 Req. No. 4216

Ship To Liberty Cable Television

How Ship Best Way

Address 2201 E. 2nd Street
Newberg, OR 97132

Date Required 3-8-82

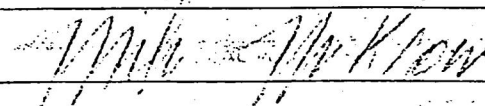
City

Terms

QUANTITY ORDERED	PLEASE SUPPLY ITEMS LISTED BELOW	DATE REC'D.	RECEIVING REPORT NO.	UNIT PRICE	EXT. PRICE
1 box	Pens	3/8	5480	3.9999\$	3.99
1 box	Pencils #2			1.44	1.44
1	Stapler			11.95	11.95
1 box	staples			2.25	2.25
4	Folding Chairs			22.80	91.20
1	Best Calendar			4.75	4.75
1 box	Lg. Black Felt pens			9.01	9.01
1 box	Lg. Red Felt Pens			9.01	9.01
1 box	Paper clips			.41	.41
1 box	Carbon Paper			8.25	8.25
1	Victor Calculator			99.95	99.95
(Less 10%)					\$224.21
CONFIRMING WITH POLLY - DO NOT DUPLICATE					

IMPORTANT

EQUAL OPPORTUNITY—If this order exceeds \$10,000 and is not otherwise exempt under Executive Order 11246 (30 Fed. Reg. 12319), as amended or under the rules and regulations issued thereunder, the Seller agrees that the provisions of Section 202 of said Executive Order, as amended, are incorporated herein by reference. As used in Section 202, the word 'Contractor' means the Seller.



Purchasing Agent

PURCHASING

Newberg/Dunder

Pick - 40

3-8-82

502 E. First

Newberg, OR

3-8-82

OUR P.O. NO.

N, P, S

Collect

\$

If no, explain:

PURCHASE ORDER

No. 1692

BILL TO:



LIBERTY CABLE TELEVISION

P. O. BOX 8677

PORTLAND, OREGON 97201

THE ABOVE PURCHASE ORDER NO.,
PREFIXES, & SUFFIXES MUST
APPEAR ON ALL CORRESPONDENCE,
INVOICES, PACKING SLIPS, SHIPPING
PAPERS AND CONTAINERS.
INVOICES MUST BE RENDERED IN
TRIPPLICATE.

To Anixter-Pruzan
Address 1900 N.E. Argyle
Portland, OR 97211

Date 3-3-82 19

For Construction Newberg

City

Job No. 87/142D/500 Req. No. 3355

Ship To Liberty Cable Television

How Ship Best Way

Address 2201 E. 2nd St.
Newberg, OR 97132

Date Required 3-12-82

City

Terms

QUANTITY ORDERED	PLEASE SUPPLY ITEMS LISTED BELOW	DATE REC'D.	RECEIVING REPORT NO.	UNIT PRICE	EXT. PRICE
200	1/4" serving clips	3/8	5476	.32	\$ 64.00
501bs	2" x 1/2" cut point copper staples			2.00	100.00
1,000	GDE1104L Guy grip deadends 1/4"			.84	840.00
100	GFDE-2121 False deadends 1/4"	3-8	5479	2.77	277.00
300	PL35AX Guy hooks			1.72	516.00
50	J6528N 8" screw anchors			16.85	842.50
200	6" single eye screw anchors	3/10	5484	12.50	2,500.00
					\$5,139.50
NOTE: Before shipping to above address please notify Dennis Rich at Liberty 242-1202.					

IMPORTANT

EQUAL OPPORTUNITY—If this order exceeds \$10,000 and is not otherwise exempt under Executive Order 11246 (30 Fed. Reg. 12319), as amended or under the rules and regulations issued thereunder, the Seller agrees that the provisions of Section 202 of said Executive Order, as amended, are incorporated herein by reference. As used in Section 202, the word 'Contractor' means the Seller.

Purchasing Agent

PURCHASING

RECEIVING REPORT



LIBERTY CABLE TELEVISION

NC 5479

System:

ISION
Newberg/Dundee

From

Shipped Via:

Address

Date Shipped

City and State

Date Received

FREIGHT BILL NO.

OUR P.O. NO.

CASES

CARTONS

ROLLS

PACKAGES

BUNDLES

☐ Completes Order

Prepaid

Collect

5

QUANTITY

PART NO.

DESCRIPTION

JOB NO.

100

GFDZ 2121

 $\frac{1}{4}$

False

Deadends

RECEIVED

~~MAD 15 1982~~

Condition:

Short:

Ctns.

Received By:

Mike Conway

Be sure to attach Freight Bill and Packing Slips.

Does Packing Slip agree with Purchase Order? Yes: ☒ No: ☐

If no, explain

Does Receiving Report agree with Packing Slip? Yes ☒

If no, explain:

RECEIVING REPORT



LIBERTY CABLE TELEVISION

N2 5476

System: NEWBERG / DUNDEE WARE (87/1420)

From ANIXTER-PRUZAN					Shipped Via F.T.L. INC.	
Address 1900 N.E. ARGYLE					Date Shipped 3-4-82	
City and State PORTLAND, OR			Date Received 3-8-82		FREIGHT BILL NO. 203517	
CASES		CARTONS	ROLLS	PACKAGES X	BUNDLES	OUR P.O. NO. 1692
					☐ Complete Order ☒ Partial Shipment	Prepaid Collect \$

[illegible]

Condition:

Good

Short:

2 items (Back-ordered) Ctns. Received By

Received By _____

14th the County

Be sure to attach Freight Bill and Packing Slips.

Does Packing Slip agree with Purchase Order? Yes ☐ No ☒

If no, explain:

~~Back~~ Back related material

Does Receiving Report agree with Packing Slip? Yes ☒ No ☐

If no, explain:

87-142D

RECEIVING REPORT

LIBERTY CABLE TELEVISION

No 5484

System:

Newberg/Dundee

From

Amster - Krizan

Shipped Via

F.T.L. TWC

Address

Date Shipped

3-4-82

City and State

Date Received

3-10-82

FREIGHT BILL NO.

203881

OUR P.O. NO.

1692

CASES

CARTONS

ROLLS

PACKAGES

BUNDLES

☐ Completes Order☐ Partial Shipment

Prepaid

Collect

\$

QUANTITY

PART NO.

DESCRIPTION

JOB NO.

200

6346-1

6" SCREW ANCHORS

RECEIVED
632

Condition: _____ Short: _____ Ctns.

Received By:

Mike Conway

Be sure to attach Freight Bill and Packing Slips.

Does Packing Slip agree with Purchase Order? Yes ☐ No ☐

If no, explain:

Back-ordered material

Does Receiving Report agree with Packing Slip? Yes ☐ No ☐

If no, explain:

№ 5478



LIBERTY CABLE TELEVISION

System:

Newberry / Dundee

From

Shipped Via

From Newbery Garbage
Address

Address

Date Shipped	Quantity	Unit Price	Total Price
10/10/2023	10	100	1000
10/15/2023	20	100	2000
10/20/2023	30	100	3000
10/25/2023	40	100	4000
10/30/2023	50	100	5000
11/05/2023	60	100	6000
11/10/2023	70	100	7000
11/15/2023	80	100	8000
11/20/2023	90	100	9000
11/25/2023	100	100	10000
12/01/2023	110	100	11000
12/05/2023	120	100	12000
12/10/2023	130	100	13000
12/15/2023	140	100	14000
12/20/2023	150	100	15000
12/25/2023	160	100	16000
12/30/2023	170	100	17000
01/05/2024	180	100	18000
01/10/2024	190	100	19000
01/15/2024	200	100	20000
01/20/2024	210	100	21000
01/25/2024	220	100	22000
02/01/2024	230	100	23000
02/05/2024	240	100	24000
02/10/2024	250	100	25000
02/15/2024	260	100	26000
02/20/2024	270	100	27000
02/25/2024	280	100	28000
03/01/2024	290	100	29000
03/05/2024	300	100	30000
03/10/2024	310	100	31000
03/15/2024	320	100	32000
03/20/2024	330	100	33000
03/25/2024	340	100	34000
04/01/2024	350	100	35000
04/05/2024	360	100	36000
04/10/2024	370	100	37000
04/15/2024	380	100	38000
04/20/2024	390	100	39000
04/25/2024	400	100	40000
05/01/2024	410	100	41000
05/05/2024	420	100	42000
05/10/2024	430	100	43000
05/15/2024	440	100	44000
05/20/2024	450	100	45000
05/25/2024	460	100	46000
06/01/2024	470	100	47000
06/05/2024	480	100	48000
06/10/2024	490	100	49000
06/15/2024	500	100	50000
06/20/2024	510	100	51000
06/25/2024	520	100	52000
07/01/2024	530	100	53000
07/05/2024	540	100	54000
07/10/2024	550	100	55000
07/15/2024	560	100	56000
07/20/2024	570	100	57000
07/25/2024	580	100	58000
08/01/2024	590	100	59000
08/05/2024	600	100	60000
08/10/2024	610	100	61000
08/15/2024	620	100	62000
08/20/2024	630	100	63000
08/25/2024	640	100	64000
09/01/2024	650	100	65000
09/05/2024	660	100	66000
09/10/2024	670	100	67000
09/15/2024	680	100	68000
09/20/2024	690	100	69000
09/25/2024	700	100	70000
10/01/2024	710	100	71000
10/05/2024	720	100	72000
10/10/2024	730	100	73000
10/15/2024	740	100	74000
10/20/2024	750	100	75000
10/25/2024	760	100	76000
10/30/2024	770	100	77000
11/05/2024	780	100	78000

Newbury
City and State

3-8-82

City and State

Date Received

FREIGHT BILL NO.

OUR P.O. NO.

No 20

CASES

CARTONS

ROLLS

PACKAGES

BUNDLES

☐ Completes Order

Prepaid

Collect

2

☐ Partial Shipment

QUANTITY

PART NO.

DESCRIPTION

JOB NO.

1	Zykl. Dumpster
---	----------------

Condition:

Short:

_Ctns

Received By:

Mike Campy

Be sure to attach Freight Bill and Packing Slips.

Does Packing Slip agree with Purchase Order? Yes ☐ No ☒

If no, explain:

No P.O.

Does Receiving Report agree with Packing Slip? Yes ☐

If no, explain:

NO. 111

No 5486

System:

Numbers / Digits

From

Shipped Via

From: Boiss Cascade Office Products Div.

Pick-up

Address

Date Shipped	
--------------	--

4667 North Channel Avenue

3-9-82

City and State

Date Received _____

FREIGHT BILL NO.

OUR P.O. NO.

City and State
Portland, OR

3-12-82

W. P. J.

CASES

CARTONS

ROLLS

PACKAGES

BUNDLES

☐ Completes Order

Prepaid

Collect

☐ Partial Shipment

ca

QUANTITY

PART NO.

DESCRIPTION

JOB NO.

15

Hand truck

no P.O. required

RECEIVED
MAR 1968

Condition:

Short:

_Ctns.

Received By:

W. E. Conway

Be sure to attach Freight Bill and Packing Slips.

Does Packing Slip agree with Purchase Order? Yes ☐
No ☐

If no, explain:

Does Receiving Report agree with Packing Slip? Yes ☒

If no explain:

LIBERTY CABLE TELEVISION

No 4219

PURCHASE REQUISITION

THIS IS NOT A PURCHASE ORDER

SHIP TO:

LIBERTY CABLE TELEVISION
2201 E. 2nd St.
Newberg, OR 97132

APPROVED BY

DATE OF REQ.

CONFIRMING WITH:

SHIP VIA

☒ Nancy - ~~USA~~
~~P.O. A/P~~
NO P.O. Needed

BEST Way

☒ PRE-PAID ☐ FFA☐ COLLECT ☐ OTHER

LINE	QUANTITY	PART NO.	DESCRIPTION	ACCOUNT CODE	FOR OFFICE USE ONLY		DATE REQUIRED
					PER UNIT	EXTENSION	
1	6	455126	hard hats (yellow)		1.67	46.02	3-12-82
2							
3							
4							
5							
6							
7			Confirming Only				
8							
9							
10							
11							
12							

no p.o. required

LINE NO.	SUGGESTED VENDOR	LINE NO.	SUGGESTED VENDOR
	Anixter-Pruzan		
	1900 NE Argyle		

REMARKS

for Newberg

JOB NUMBER

By (LOCAL MGR.)

87/408

BY (FOR LOCAL PURCHASE)



LIBERTY CABLE TELEVISION

No 4220

PURCHASE REQUISITION

THIS IS NOT A PURCHASE ORDER

SHIP TO:

LIBERTY CABLE TELEVISION
2201 E. 2ND ST.
NEWBERG, OR 97201
132

APPROVED BY

D. Rich

DATE OF REQ.

3/9/82

CONFIRMING WITH:

Nancy -

SHIP VIA

Best Way

☐ PRE-PAID ☐ FFA☐ COL-LECT ☐ OTHER

LINE	QUANTITY	PART NO.	DESCRIPTION	ACCOUNT CODE	FOR OFFICE USE ONLY		DATE REQUIRED
					PER UNIT	EXTENSION	
1	500	J1074	2" x 2" x 1/8" SQUARE		9.25/C	46.25	3-12-82
2			WASHERS.				
3							
4							
5							
6							
7			NO P.O. REQUIRED				
8							
9							
10							
11							
12							

LINE NO.	SUGGESTED VENDOR	LINE NO.	SUGGESTED VENDOR
	Anixter-Pruzan		
	1900 NE Argyle		
	PHD, OR 97211		

REMARKS

Needed ASAP for Newberg for aerial construction

JOB NUMBER

BY (LOCAL MGR)

KAD

BY (FOR LOCAL PURCHASE)



No 4224

PURCHASE REQUISITION

THIS IS NOT A PURCHASE ORDER

SHIP TO:

LIBERTY CABLE TELEVISION

2201 E 2nd St

Newberg, OR 97132

APPROVED BY

DATE OF REQ.

3/15/82

CONFIRMING WITH:

SHIP VIA

BEST 4/4

☒ PRE-PAID ☐ FFA☐ COL-LECT ☐ OTHER

LINE	QUANTITY	PART NO.	DESCRIPTION	ACCOUNT CODE	FOR OFFICE USE ONLY		DATE REQUIRED
					PER UNIT	EXTENSION	
1	40,000'		1/4" STRAND (F.H.S.)		57.3m	\$2,310.00	3-17-82
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

LINE NO.	SUGGESTED VENDOR	LINE NO.	SUGGESTED VENDOR
1	Amexter		

REMARKS

1.) FOR construction in Newberg / Dundee

JOB NUMBER

87-1421-500

By (LOCAL MGR.)

BY (FOR LOCAL PURCHASE)

TO SYSTEM 1/21/56 - DUNDEE

FROM SYSTEM PONTIAC

DATE 3/08/2

[illegible]

TO SYSTEM NEWBERG-DUNDEE

FROM SYSTEM PORTLAND

DATE MARCH 4, 1982

[illegible]

TO SYSTEM NEWBERG

FROM SYSTEM PORTLAND

DATE 3-3-82

[illegible]

MATERIAL TRANSFER

DROPS _____

MAINTENANCE_____

CONSTRUCTION_____

TO SYSTEM NEWBERG DUNDEE

FROM SYSTEM PORTLAND

DATE 3-3-82

[illegible]

UNDERGROUND CONSTRUCTION

INVENTORY CONTROL

MONTH

PART #	DESCRIPTION	BEG. BAL.	DATE	P.O.	QTY REC'D	INSTALL 404B	REPAIR & MAINT. 404A	CONSTRUCTION 142C	CONSTRUCTION 142CR	CONSTRUCTION 142CM	APT WIRING 142CW	TRANSFER	END BAL	UNIT COST	EXT
361															
TV-1100	UTILITY PRODUCTS PEDESTALS														
362															
TV-1228	" " "											8		122.98	995
363															
TV-2100	" " "														
364															
TV-2400	" " "													178.00	
365															
CTR-6624	SUPERIOR METAL PRODUCTS PEDS											48		15.90	763
366															
CTR-8924	" " "													19.50	
367															
CTR-161036	" " "													60.00	
368															
CTR-24036	" " "													88.48	
369															
CTR-241048	" " "													97.90	
870															
SMPVL	L BRACKET													2.50	
871															
PG1324B	UTILITY SERVICE BX SMALL													48.00	
872															
PG1730B	" " " MED													59.00	
873															
PG63043B	" " " LARGE													128.00	
874															
PG1324C	UTILITY SERVICE COVERS SMALL													32.00	
875															
PG1730C	" " " MED													39.00	
876															
PG3043C	" " " LARGE													108.00	
877															
PG1043F	UTILITY SERVICE EXTENSION LG													85.00	
878															
	1" DB. CONDUIT PIPE													7.52c	
879															
	2" DB CONDUIT PIPE													16.15c	
880															
	3" DB CONDUIT PIPE													33.35c	
381															
	4" DB CONDUIT PIPE													1.1102	

5 1747.04

MONTH

Fig-2 5-11 . 1

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MONTH

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PART #	DESCRIPTION	BEG. BAL.	DATE	P.O.	QTY REC'D	INSTALL 404B	REPAIR & MAINT. 404A	142C	CONSTRUCTION 142CR	142CM	APT. WIRING 142CW	TRANSFER	END BAL.	UNIT COST
630 J987	3 FT CABLE GUARD 2-3/16"													9.40
631 J934	3 FT CABLE GUARD 1-1/3" x 1-1/3"													5.15
632 J996	CABLE GUARD STRAP FOR 2-3/16" OPENING													33.75c
633 J995	CABLE GUARD STRAP FOR 1-1/3" OPENING													25.95c
634 J997	CABLE GUARD STRAP FOR 3-3/16" OPENING													37.90c
635	1" x 6' TREE GUARD													1.10
636	2" x 6' TREE GUARD											300	1.80	
637												2100	.25	
26-09010	D CABLE LASHING (BUG NUTS)											240 coils		
638 045-430	LASHING WIRE 6-1200" COILS													
639 045-302	LASHING WIRE 6-1200" COILS													18.75
660														
661	SCOTCH 33 ELECTRICAL TAPE											100	1.16	
662 P12	PLASTIC CBL SPACERS 1/4 KINSEL											500	.042	
663 P10	" " 1" KINSEL											1000	.063	
664 1602	BELL TYPE 1/4"											10000	.042	
665 1600	BELL TYPE 1"											1500	6.40c	
666 14-08911	LASHED CABLE SUPPORT STRAPS 10"												.096	
667 14-08921	LASHED CABLE SUPPORT STRAPS 16"											1500	.12	
668 14-08931	LASHED CABLE SUPPORT 22"												.208	
669 1020A	TAP STRAND STANDOFF BRACKET											200	.95	

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STRAND CONSTRUCTION

INVENTORY CONTROL

MONTH

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PART #	DESCRIPTION	BEG. BAL.	DATE	P.O.	QTY REC'D	INSTALL 404B	REPAIR & MAINT. 404A 142C	CONSTRUCTION 142CR 142CM	APT. WIRING 142CW	TRANSFER	END BAL	UNIT COST
920												
P294	NIF CORNER ATTACH (DBL DDEND)									100		3.27
921												
J3563	5/8-11 SQ NUT									2000		.118
922	5/16											
J9030	3 BOLD GUY CLAMPS FOR STRAND									300		1.77
923	1/4											
J1030	2 BOLT GUY CLAMP FOR STRAND											1.198
924												
DG9M1	POLE GAIN											1.378
925												
PI35AX	GUY HOOK											1.65
926												
	BARE SOFT COPPER WIRE #4 CU											1.85
927	" "											
	#6 CU											170/m
928												
J5526WCA	TRIPLE EYE SCREW ANCHOR 6"											7.95
929												
J5523V	TRIPLE EYE SCREW ANCHOR 8"											15
930												
J7416	SINGLE EYE ANCHORS 6"x 5/8"											6.36
931												
932	SIDEWALK FITTING											
J1501	POLE PLATE FOR 2" PIPE											12.00
933	SIDEWALK FITTING											
J1502	CLAMP END FITTING											12.60
934												
J4306	5/8" MACHINE BOLTS 6"											52.40
935												
J4307	" " " 7"											
936												
J4308	" " " 8"											53.65c
937												
J4309	" " " 9"											59.00c
938												
J4310	" " " 10"									200		63.80c
939												
J4312	" " " 12"									500		73.40c

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MONTH

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STRAND CONSTRUCTION

INVENTORY CONTROL

MONTH

PART #	DESCRIPTION	BEG. BAL.	DATE	P.O.	QTY REC'D	INSTALL 404B	REPAIR & MAINT. 404A 142C	CONSTRUCTION 142CR 142CM	APT. WIRING 142CH	TRANSFER	END BAL.	UNIT COST
961	SEATTLE ARMS 15" POLE											
P1592	EXTENSION BRACKETS CLEARANCE									25		4.05
962												
0740	COMM STANDOFF BRACKETS 24"									7		22.00
963												
0709	COMM STANDOFF BRACKETS 30"									9		24.00
964												
0707	COMM STANDOFF BRACKETS 19"									18		20.00
965												
	F ARMS (WOOD) CROSS ARMS											16.50
966												
K1470	KORIICK F ARM BRACES									50		18.75
967	1/2"x5" CARRIAGE BOLTS W NUTS FOR F ARM BRACES											.50
968												
J8754P	LAG SCREWS - 1/2"x4"											.2225
969												
J87224	LAG SCREWS 1/4" x 2 1/2"											.159
970												
J8756	LAG SCREWS 1/2" x 6"											.3
971												
5101	5/16 STRAND VISES									50		4.75
972												
5011	5/16 STRAND LENGTHS									150		3.85
973												
5100	1/4" STRAND VISES											2.90
974												
5040	1/4" STRAND LENGTHS											3.15
975												
D117C4	SERVING CLIPS 1/4"									200		28.00
976												
D117C6	SERVING CLIPS 5/16"									200		28.00
977												
K1	BRONZE JUMPER CLAMPS									1000		.80
978	CUT POINT											
J6655	2" x 1/2 STAPLES COPPER CLADDED											1.70
979												
PR56	DROP WIRE CLAMP											5.23
980												
	1/4" STRAND											
981												
	1/4" EXTRA HIGH STRENGTH STR											59.00m

103,495.11

STRAND CONSTRUCTION

INVENTORY CONTROL

MONTH _____

PART #	DESCRIPTION	BEG. BAL.	DATE	P.O.	QTY REC'D	INSTALL 404B	REPAIR & MAINT. 404A 142C	CONSTRUCTION 142CR 142CM	APT. WIRING 142CW	TRANSFER	END BAL	UNIT COST	EX
982	5/16" STRAND												
983	5/16" EXTRA HIGH STRENGTH STRAND									59.00c		120/m	60c
984 DC6HI	GUY ATTACHMENT											72.00c	
985	TRIPLE EYE ROCK ANCHOR												
986 J7427	THIMBLEYE 3/4" ANCHOR ROD 7'											7.80	
987	POLE MOLDING STAPLES 3x1-16/8											9.55c	
988	FORGED EYE BOLTS											3.15	
989	8-WAY EXPANDS IN ANCHORS											5.60	
88135 990	6 FT GROUND ROD 5/8" COPPER											5.25	
991	CLAMP-IN FITTING											12.6	
J1502	SIDEWALK GUY FITTINGS												
992	POLE PLATE											12.00	
J1501	SIDEWALK GUY FITTINGS -												
993												15.75	
R330	ROCK ANCHOR 3/4X30"											18.10	
994													
R353	ROCK ANCHOR 3/4"X53"											18.80	
995													
R360	ROCK ANCHOR 3/4"X60"											20.65	
996													
R372	ROCK ANCHOR 3/4"X72"											14.60	
997													
J3436	3/4"x15" ROCK ANCHORS											7.7646	
998 6979	CROSS ARM ALLEY ARM BRACES											12.80	
999	3/4"x12" ROCK ANCHORS												
1000	(THIMBLEYE)												
17417	FORGED EYE ANCHOR ROD												

#6000

UNDERGROUND CONSTRUCTION

UNDERGROUND CONSTRUCTION															END	UNIT
PART #	DESCRIPTION	BEG. BAL.	DATE	P.O.	QTY REC'D	INSTALL 404B	REPAIR & MAINT. 404A	142C	CONSTRUCTION 142CR	142CM	APT. WIRING 142CW	TRANSFER	BAL	COST		
340														.38		
E958F	PVC END CAPS 1"															
341														.49		
E958J	" " " 2"															
342														.97		
E958L	" " " 3"															
343														1.40		
E958N	" " " 4"															
344														.22		
E940F	PVC COUPLINGS 1"															
345														.60		
E940J	" " " 2"															
346														.63		
E940L	" " " 3"															
347														2.67		
E940N	" " " 4"															
348																
VC9981	PVC GLUE CLEAR QUICK SET PT															
349														5.		
VC9982	" " " QT															
850																
VC9991	" " " GAL															
851	(POLYWATER)													23.50		
31-358	WIRE PULLING LUBE GAL															
852	" (POLYWATER) " QT													2.25		
31-358	" (POLYWATER) " QT															
853														10.35		
314	1 GAL KEARNEY SOLV #131600															
91212	BRADY CAUTION TAPE													12.95		
855																
TV-40	UTILITY PRODUCTS PEDESTALS													10.95		
356																
TV-60	" " "													12.25		
857																
TV-80	" " "											50		15.95		
358																
TV-104	" " "											16		36.65		
359																
TV-106	" " "													59.70		
860																
TV-10 24	" " "											6		120.00		

SUMMARY: CONVERTER COMPARISON

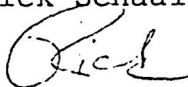
Converters:		<u>Jerrold</u>	<u>Hamlin</u>	<u>Oak</u>
<u>Qty.</u>	<u>Type</u>			
470 (15%)	w/o decoder	\$ 24,581	\$ 29,210.5	*\$ 46,060
1586 (50%)	w/decoder	126,880	** 139,568	155,428
1104 (35%)	w/decoder's remote	102,672	135,792	130,272
3150	Subtotal	\$254,133	\$304,570.5	\$331,760
Scrambler 5 ea.		6,000	6,000	9,975
Programmer 2 ea.		791	2,000	1,000
Additional proms 200		150	220	700
Additional misc. equipment		** 50	N/A	*** 345
TOTAL SYSTEM COST		\$261,124	\$312,790.5	\$343,780

- * does not have standard unit without decoder available
- ** includes basic price plus stand alone decoder unit
- *** special tools required for maintenance
- ****special equipment required for maintenance

Although Jerrold has limited options available as compared to the Hamlin system, it seems obvious that Jerrold offers a much better pricing schedule.

I would recommend using the Jerrold system for these reasons alone providing that it can be used with a non-Jerrold modulator which is being currently tested. I also recommend initiating an immediate order on the Jerrold system to insure a timely delivery.

This evaluation was based on an average converter count/mix at a 65% penetration of 4050 homes passed with 25% assumed 2nd outlets.

Rick Schaal


3/3/82

JERROLD STARBASE™ TWO-WAY

**A brand new way to add two-way capability
to Addressable STARCOM®.**



SECTION 4

This section signifys Agreements and Contracts thus attained or being negotiated.

January 4, 1981

Mr. Rick Schaal
Liberty Cable Television
025 S.W. Sherman
P.O. Box 8677
Portland, Oregon 97207

Dear Rick:

Enclosed in triplicate are copies of Supplement No. 1 to our CATV Pole Contact Agreement dated January 25, 1979. Please sign and then forward to Portland General Electric for their signatures. Once we have completed executing the agreement, a copy will be returned for your file.

Also, when you meet with our Division Engineer, the service boundaries between General Telephone Co. of the Northwest, Inc., and Continental Telephone can be discussed. If you have any questions, I can be contacted at (206) 258-0613.

Very truly yours,

Ralph R. Yunker
Ralph R. Yunker
Staff Engineer-Outside Plant

RY:vls
Enclosure

SUPPLEMENT NO. 1 TO
CATV POLE CONTACT AGREEMENT
DATED JANUARY 25, 1979

This Supplement Agreement, made as of the _____
day of _____, by and between GENERAL TELEPHONE COMPANY OF THE
NORTHWEST, INC., a Corporation, PORTLAND GENERAL ELECTRIC, AND LIBERTY
COMMUNICATIONS, INC., d/b/a LIBERTY TV CABLE COMPANY.

WITNESSETH:

That the CATV Pole Lease Agreement dated January 25, 1979, is
hereby amended to include the area of Yamhill County, Oregon.

All other terms and conditions of said Agreement shall remain in
full force and effect and shall apply to all use of the GENERAL TELEPHONE
COMPANY OF THE NORTHWEST'S AND PORTLAND GENERAL ELECTRIC'S POLES under
said agreement as hereby extended.

IN WITNESS WHEREOF the parties hereto have executed these presents
in triplicate as of the day and year as first above written.

GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC.

BY _____
Its Vice President

PORTLAND GENERAL ELECTRIC

BY _____

LIBERTY TV CABLE COMPANY

By _____

We have received signatures both from Liberty & Portland General Electric and
awaiting final signatures from General Telephone Company.

CONTRACT OF SALE
AND
CONSTRUCTION AGREEMENT

This Agreement, made and entered into this _____ day of March, 1982, by and between YOUNG & PAWELSKI HOMES, INC., an Oregon corporation, hereinafter referred to as the First Party, and LIBERTY CABLE TELEVISION, INCORPORATED, hereinafter referred to as the Second Party, and,

WHEREAS, the First Party is the owner of certain real premises as per Exhibit "A" attached, and the First Party is a duly licensed building contractor in the State of Oregon and,

WHEREAS, the Second Party is desirous of purchasing the said real premises from the First Party, conditioned upon the First Party constructing a building upon the real premises,

THEREFORE, in consideration of the mutual covenants and agreements, it is agreed between the parties as follows:

1. The First Party does agree to construct a building upon the said real premises as per drawings and/or blue prints attached hereto as Exhibit "B".
2. That the First Party shall commence construction of the said building within 30 days of the date of this agreement and shall complete such construction on or before June 15, 1982.
3. That the Second Party does agree to pay unto the First Party the sum of \$ 150,000.00 which shall constitute payment in full for the purchase of the real premises and the building to be constructed upon the real premises as per Exhibit "B".
4. That the Second Party does agree to pay unto the First Party the sum of \$ 35,000.00 to be credited towards the purchase price upon the execution of this agreement.
5. That the balance of the purchase price, to-wit, \$ 115,000.00 shall be paid by the Second Party by depositing such funds in the United States National Bank, Newberg Branch, in escrow, with the provision that upon the signatures of both the First Party and Second Party, the funds shall be disbursed to the First Party on a progressive payment basis as per Exhibit "C" attached hereto. The Second Party shall have the option of obtaining a Loan Commitment from a financial institution conditioned upon such Loan Commitment providing for progress payments as per Exhibit "C"

6. It is understood and agreed that any modification or changes requested by the Second Party as to the construction of the building as shown by Exhibit "B" shall be in writing and shall be subject to adjustment of either an increase or reduction of the purchase price.

7. It is understood and agreed that the completion date of the construction as provided in Paragraph two (2) hereof shall be subject to adjustments and delays in the event the Second Party requests any changes or modifications of the building as per Exhibit "B" and shall further be subject to delay resulting from any strikes, lockouts, fires, delays in transportation or unavoidable causes beyond the control of the First Party.

PENALTY CLAUSE: Any other delays that occur, other than mentioned above, will be subject to a penalty of up to _____ a day, in excess of 30 (Thirty) days, of the scheduled completion day, in which the First Party shall be responsible for.

8. It is further understood and agreed that upon completion of the building and payment of the unpaid balance of the purchase price, less any penalty charges, the First Party will deed, by Warranty Deed, the real premises to the Second Party, free and clear of any liens or encumbrances, including any liens or rights of sub-contractors involved in the construction of the building. First Party shall provide Title Insurance, in the amount of \$ _____, to the Second Party, at the First Party's expense.

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action, agrees to pay such sum as the trial court may adjudge reasonable as attorneys fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorneys fees on such appeal.

IN WITNESS WHEREOF, Said parties have executed this instrument in duplicate.

YOUNG & PAWELSKI HOMES, INC.

By: _____
First Party

By: _____
Second Party



Liberty Cable Television

A DIVISION OF LIBERTY COMMUNICATIONS, INC.

025 S.W. Sherman · P.O. Box 8677 · Portland, Oregon 97207 · 503/225-1984

March 4, 1982

Mr. Eric Verheiden
Portland General Electric Co.
121 S.W. Salmon St.
Portland, Or 97204

Dear Mr. Verheiden:

Enclosed are the two copies of an admendment to our contract, Audit No. 33366, that your office had requested, once signed by both parties involved.

Thank you for your assistance.

Sincerely,

Rick Schaal
System Manager Technician

RS/je

AMENDED AGREEMENT

This is an amendment to that certain Agreement executed August 17, 1979 between PORTLAND GENERAL ELECTRIC COMPANY (Electric Company) and LIBERTY COMMUNICATIONS, INC. (Licensee), PGE Audit No. 33366.

The parties agree that Paragraph 1 of the August 17, 1979 Agreement is hereby amended to read as follows:

1. "The Electric Company will permit the Licensee to attach and maintain cables and amplifiers on the Electric Company's poles located in the PGE service area west of the Willamette River in Multnomah, Clackamas, Washington and Yamhill Counties and east of the Willamette River in Clackamas County, Oregon, provided said cables and amplifiers are used only for the purpose of a cable television system."

IN WITNESS WHEREOF, the parties hereto have caused this Amended Agreement to be executed this 11th day of January, 1982, in quadruplicate, as below subscribed.

LICENSEE:

LIBERTY COMMUNICATIONS, INC.

By Ray A. Selt

Title Vice President-General Counsel

PORTLAND GENERAL ELECTRIC COMPANY

By E. F. Wilder

Title Vice President - Division Operations

TO:



THIS INDENTURE OF LEASE, made and entered into this 1st day of February 1982, by and between THE ESTATE OF VERNON SCHOEN

hereinafter called the lessor, and LIBERTY CABLE TELEVISION

, hereinafter called the lessee,

WITNESSETH: In consideration of the covenants, agreements and stipulations herein contained on the part of the lessee to be paid, kept and faithfully performed, the lessor does hereby lease, demise and let unto the said lessee those certain premises, as is, situated in the City of Newberg, County of Yamhill and State of Oregon, known and described as follows:

Map 3220 AB Tax Lot Number 1600, Yamhill County, Oregon AKA: 2201 East Second Street, Newberg, Oregon

To Have and to Hold the said described premises unto the said lessee for a period of time commencing with the 1st day of February 1982, and ending at midnight on the 31st day of July 1982, at and for a rental of \$6,000.00 for the whole of the said term payable in lawful money of the United States at 3804 Coffee Lane, City of Newberg, State of Oregon, at the following times and in the following amounts, to-wit:

1. Concurrently with the execution of this lease agreement, lessee shall pay to the Lessor One Thousand Dollars and No Cents, (\$1,000.00), being the first month's rental. The balance of said rental payments are to be paid in monthly installments. The first of said installments is to be paid on or before thirty (30) days after the day of occupancy and a like payment on the same day of each and every month thereafter throughout the term of this lease agreement.
2. Lessee has deposited with Lessor the sum of One Thousand Dollars and No Cents (\$1,000.00), receipt of which is hereby acknowledged by Lessor; such deposit shall be held by Lessor without liability for interest as security for the faithful performance by Lessee of the terms of the lease by said Lessee to be observed and performed. If any of the rents herein reserved or any other sums payable by the Lessee to Lessor shall be overdue and unpaid, or should Lessor make payments on behalf of Lessee, or Lessee shall fail to perform any of the terms of this lease, then the Lessor may, at their option and without prejudice to any other remedy which Lessor may have on account thereof, appropriate and apply said entire deposit or so much thereafter as may be necessary to

(CONTINUED ON NEXT PAGE)

In consideration of the leasing of said premises and of the mutual agreements herein contained, each party hereto does hereby expressly covenant and agree to and with the other, as follows:

**LESSEE'S
ACCEPTANCE
OF LEASE**

(1) The lessee accepts said letting and agrees to pay to the order of the lessor the rentals above stated for the full term of this lease, in advance, at the times and in the manner aforesaid.

**USE OF
PREMISES**

(2a) The lessee shall use said demised premises during the term of this lease for the conduct of the following business:
Liberty Cable Television Services

and for no other purpose whatsoever without lessor's written consent.

(2b) The lessee will not make any unlawful, improper or offensive use of said premises; he will not suffer any strip or waste thereof; he will not permit any objectionable noise or odor to escape or to be emitted from said premises or do anything or permit anything to be done upon or about said premises in any way tending to create a nuisance; he will not sell or permit to be sold any spirituous, vinous or malt liquors on said premises, excepting such as lessee may be licensed by law to sell and as may be herein expressly permitted.

(2c) The lessee will not allow the leased premises at any time to fall into such a state of repair or disorder as to increase the fire hazard thereon; he shall not install any power machinery on said premises except under the supervision and with written consent of the lessor; he shall not store gasoline or other highly combustible materials on said premises at any time; he will not use said premises in such a way or for such a purpose that the fire insurance rate on the building in which said premises are located is thereby increased or that would prevent the lessor from taking advantage of any rulings of any agency of the state in which said leased premises are situated or its successors, which would allow the lessor to obtain reduced premium rates for long term fire insurance policies.

(2d) Lessee shall comply at lessee's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of said leased premises.

UTILITIES

(3) The lessee shall pay for all heat, light, water, power, and other services or utilities used in the above demised premises during the term of this lease.

**REPAIRS AND
IMPROVEMENTS**

(4a) The lessor shall not be required to make any repairs, alterations, additions or improvements to or upon said premises during the term of this lease, except only those hereinafter specifically provided for; the lessee hereby agrees to maintain and keep said leased premises including all interior and exterior doors, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank, in good order and repair during the entire term of this lease at lessee's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of said premises with glass of as good or better quality as that now in use; lessee further agrees that he will make no alterations, additions or improvements to or upon said premises without the written consent of the lessor first being obtained.

(4b) The lessor agrees to maintain in ^{THE SAME} ~~good~~ order and repair during the term of this lease, the exterior walls, roof, gutters, downspouts and foundations of the building in which the demised premises are situated and the sidewalks thereabouts. ~~plus all~~ ^{AS IT WAS OPEN OCCUPANCY} parking areas and loading areas immediate to the premises being leased.

It is understood and agreed that the lessor reserves and at any and all times shall have the right to alter, repair or improve the building of which said demised premises are a part, or to add thereto and for that purpose at any time may erect scaffolding and all other necessary structures about and upon the demised premises and lessor and lessor's representatives, contractors and workmen for that purpose may enter in or about the said demised premises with such materials as lessor may deem necessary therefor, and lessee waives any claim to damages, including loss of business resulting therefrom.

**LESSOR'S
RIGHT OF
ENTRY**

(5) It shall be lawful for the lessor, his agents and representatives, at any reasonable time to enter into or upon said demised premises for the purpose of examining into the condition thereof, or any other lawful purpose.

**RIGHT OF
ASSIGNMENT**

(6) The lessee will not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or any interest herein, or permit any other person or persons whomsoever to occupy the demised premises without the written consent of the lessor being first obtained in writing; this lease is personal to said lessee; lessee's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the lessee, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the lessee, or in any other manner, except as above mentioned.

LIENS

(7) The lessee will not permit any lien of any kind, type or description to be placed or imposed upon the building in which said leased premises are situated, or any part thereof, or the real estate on which it stands.

**ICE, SNOW,
DEBRIS**

(8) If the premises herein leased are located at street level, then at all times lessee shall keep the sidewalks in front of the demised premises free and clear of ice, snow, rubbish, debris and obstruction; and if the lessee occupies the entire building, he will not permit rubbish, debris, ice or snow to accumulate on the roof of said building so as to stop up or obstruct gutters or downspouts or cause damage to said roof, and will save harmless and protect the lessor against any injury whether to lessor or to lessor's property or to any other person or property caused by his failure in that regard.

**OVERLOADING
OF FLOORS**

(9) The lessee will not overload the floors of said premises in such a way as to cause any undue or serious stress or strain upon the building in which said demised premises are located, or any part thereof, and the lessor shall have the right, at any time, to call upon any competent engineer or architect whom the lessor may choose, to decide whether or not the floors of said premises, or any part thereof, are being overloaded so as to cause any undue or serious stress or strain on said building, or any part thereof, and the decision of said engineer or architect shall be final and binding upon the lessee; and in the event that the engineer or architect so called upon shall decide that in his opinion the stress or strain is such as to endanger or injure said building, or any part thereof, then and in that event the lessee agrees immediately to relieve said stress or strain either by reinforcing the building or by lightening the load which causes such stress or strain in a manner satisfactory to the lessor.

**ADVERTISING
SIGNS**

(10) The lessee will not use the outside walls of said premises, or allow signs or devices of any kind to be attached thereto or suspended therefrom, for advertising or displaying the name or business of the lessee or for any purpose whatsoever without the written consent of the lessor; however, the lessee may make use of the windows of said leased premises to display lessee's name and business when the workmanship of such signs shall be of good quality and permanent nature; provided further that the lessee may not suspend or place within said windows or paint thereon any banners, signs, sign-boards or other devices in violation of the intent and meaning of this section.

**LIABILITY
INSURANCE**

(11) The lessee further agrees at all times during the term hereof, at his own expense, to maintain, keep in effect, furnish and deliver to the lessor liability insurance policies in form and with an insurer satisfactory to the lessor, insuring both the lessor and the lessee against all liability for damages to person or property in or about said leased premises; the amount of said liability insurance shall not be less than \$ 100,000.00 for injury to one person, \$ 300,000.00 for injuries arising out of any one accident and not less than \$ 50,000.00 for property damage. Lessee agrees to and shall indemnify

and hold lessor harmless against any and all claims and demands arising from the negligence of the lessee, his officers, agents, invitees and/or employees, as well as those arising from lessee's failure to comply with any covenant of this lease on his part to be performed, and shall at his own expense defend the lessor against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against lessor in any such suit or action.

FIXTURES (12) All partitions, plumbing, electrical wiring, additions to or improvements upon said leased premises, whether installed by the lessor or lessee, shall be and become a part of the building as soon as installed and the property of the lessor unless otherwise herein provided.

LIGHT AND AIR (13) This lease does not grant any rights of access to light and air over the property.

DAMAGE BY CASUALTY, FIRE AND DUTY TO REPAIR (14) In the event of the destruction of the building in which said leased premises are located by fire or other casualty, either party hereto may terminate this lease as of the date of said fire or casualty, provided, however, that in the event of damage to said building by fire or other casualty to the extent of 50 per cent or more of the sound value of said building, the lessor may or may not elect to repair said building; written notice of lessor's said election shall be given lessee within fifteen days after the occurrence of said damage; if said notice is not so given, lessor conclusively shall be deemed to have elected not to repair; in the event lessor elects not to repair said building, then and in that event this lease shall terminate with the date of said damage; but if the building in which said leased premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than said extent and lessor elects to repair, as aforesaid, then the lessor shall repair said building with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of the lessee, all or any part of said building in order to make the necessary repairs, and the lessee hereby agrees to vacate upon request, all or any part of said building which the lessor may require for the purpose of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its interference with the occupancy of said leased premises by said lessee shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by said lessee, then there shall be no abatement of rent and the lessor shall repair said damage with all convenient speed.

WAIVER OF SUBROGATION RIGHTS (15) Neither the lessor nor the lessee shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvement of which the leased premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the lessor and the lessee that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the lessor nor the lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

EMINENT DOMAIN (16) In case of the condemnation or appropriation of all or any substantial part of the said demised premises by any public or private corporation under the laws of eminent domain, this lease may be terminated at the option of either party hereto on twenty days written notice to the other and in that case the lessee shall not be liable for any rent after the date of lessee's removal from the premises.

FOR SALE AND FOR RENT SIGNS (17) During the period of 90 days prior to the date above fixed for the termination of said lease, the lessor herein may post on said premises or in the windows thereof signs of moderate size notifying the public that the premises are "for sale" or "for lease."

DELIVERING UP PREMISES ON TERMINATION (18) At the expiration of said term or upon any sooner termination thereof, the lessee will quit and deliver up said leased premises and all future erections or additions to or upon the same, broom-clean, to the lessor or those having lessor's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone excepted, as the same are now in or hereafter may be put in by the lessor.

ADDITIONAL COVENANTS OR EXCEPTIONS

~~XXX~~ 2. (Continued) compensate Lessor toward the payment of rent or additional rent or loss or damage sustained by Lessor, due to such breach on the part of the Lessee: and Lessee shall forthwith upon demand restore said security to the original sum deposited. Should Lessee comply with all of said terms and promptly pay all of the rentals as they fall due and all other sums payable by Lessee to Lessor, said deposit shall be applied to the last month's rental due under this lease agreement.

3. Should Lessee comply with all the terms and conditions of this lease agreement then the Lessee shall have the option to renew this lease for an additional three (3) months under the same terms and conditions as set forth in this lease.

4. It is mutually agreed that the space being leased is being leased in its present "As Is" condition, and that should Lessee wish to erect leasehold improvements, or cause to be erected certain leasehold improvements and in any way modify the existing building then the lessee must first obtain the Lessor's approval in writing and if approved any modifications and or leasehold improvements will be at the sole expense of the Lessee.

**ATTACHMENT
BANKRUPT
DEFAULT**

PROVIDED, ALWAYS, and these presents are upon these conditions, that (1) if the lessee shall be in arrears in the payment of said rent for a period of ten days after the same becomes due, or (2) if the lessee shall fail or neglect to do, keep, perform or observe any of the covenants and agreements contained herein on lessee's part to be done, kept, performed and observed and such default shall continue for ten days or more after written notice of such failure or neglect shall be given to lessee, or (3) if the lessee shall be declared bankrupt or insolvent according to law, or (4) if any assignment of lessee's property shall be made for the benefit of creditors, or (5) if on the expiration of this lease lessee fails to surrender possession of said leased premises, then and in either or any of said cases or events, the lessor or those having lessor's estate in the premises, may terminate this lease and, lawfully, at his or their option immediately or at any time thereafter, without demand or notice, may enter into and upon said demised premises and every part thereof and repossess the same as of lessor's former estate, and expel said lessee and those claiming by, through and under lessee and remove lessee's effects at lessee's expense, forcibly if necessary and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

**HOLDING
OVER**

In the event the lessee for any reason shall hold over after the expiration of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, but shall only create a tenancy from month to month which may be terminated at will at any time by the lessor.

**ATTORNEY
FEES AND
COURT COSTS**

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and in the event any appeal is taken from any judgment or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as prevailing party's attorney's fees on such appeal. The lessee agrees to pay and discharge all lessor's costs and expenses, including lessor's reasonable attorney's fees that shall arise from enforcing any provision or covenants of this lease even though no suit or action is instituted.

WAIVER

Any waiver by the lessor of any breach of any covenant herein contained to be kept and performed by the lessee shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the lessor from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

NOTICES

Any notice required by the terms of this lease to be given by one party hereto to the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the U. S. Registered Mails with postage fully prepaid, and if intended for the lessor herein then if addressed to said lessor at 3804 Coffee Lane, Newberg, Oregon and if intended for the lessee, then if addressed to the lessee at _____

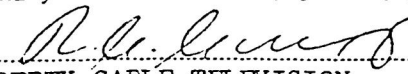
Any such notice shall be deemed conclusively to have been delivered to the addressee thereof forty-eight hours after the deposit thereof in said U. S. Registered Mails.

**HEIRS AND
ASSIGNS**

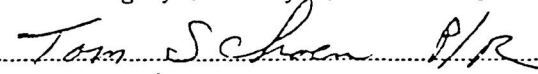
All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors and, so far as this lease is assignable by the term hereof, to the assigns of such parties.

In construing this lease, it is understood that the lessor or the lessee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and year first hereinabove written, any corporation signature being by authority of its Board of Directors.


LIBERTY CABLE TELEVISION

LIBERTY CABLE TELEVISION


TOM SCHOEN (Personal Representative for
Vernon F. Schoen Estate)

SECTION 5

The time line to which the Newberg/Dundee System will be constructed is extremely important. The following pages represent, in part, the many activities that must take place and the people and departments that make them happen. This list is constantly updated and revised accordingly.

SECTION 1 - PREOPERATIVE REQUIREMENTS

NEWBERG/DUNDEE

RLSchaal

<u>ACTIVITY</u>	<u>RESPONSIBILITY</u>	<u>START DATE</u>	<u>TARGET COMPLETION</u>	<u>ACTUAL COMPLETION</u>
Franchise Acceptance	Don Tykeson/Corp	Dec. 16, 1981	Dec. 26, 1981	Dec. 16, 1981
Franchise Cost-Agreement to pay	RLS	Dec. 16, 1981	Jan. 16, 1982	Dec. 16, 1981
Advisory Group Negotiations Agreement	RLS	Dec. 16, 1981	Jan. 16, 1982	Dec. 16, 1981
Security Deposits	C. Chambers/Corp.	Dec. 16, 1981	March 16, 1982	Dec. 16, 1981
Insurance Policy	C. Chambers/Corp	Dec. 16, 1981	March 16, 1982	Dec. 16, 1981
Bonding	C. Chambers/Corp	Dec. 16, 1981	March 16, 1982	Dec. 16, 1981
Construction Development Plan:				
Headend/Earth Station	RLS/MM	Dec. 16, 1981	March 16, 1982	
Office/Studio	RLS/KK	Dec. 16, 1981	March 16, 1982	
Distribution System	RLS/BT	Dec. 16, 1981	March 16, 1982	
Microwave	RLS/JP	Dec. 16, 1981	March 16, 1982	

SECTION 2 - SITE SELECTION

Preliminary: Office/Studio				
Headend Site Selec	RLS	Dec. 16, 1981	Feb. 1, 1982	Jan. 22, 1982
Headend Signal Survey	RLS	Jan. 25, 1982	Jan. 29, 1982	Jan. 26, 1982
Off-Air Signal Survey	RLS	Jan. 25, 1982	Jan. 29, 1982	Jan. 26, 1982
lect Site	RLS/RC	Jan. 15, 1982	Feb. 2, 1982	Jan. 25, 1982
City Presentation & Approval	RLS	Feb. 1, 1982	Feb. 1, 1982	Feb. 1, 1982
Negotiate Lease/Purchase	RLS	Feb. 1, 1982	March 1, 1982	
Preliminary Site Layout/Design	RLS	Feb. 4, 1982	Feb. 29, 1982	Feb. 15, 1982
Get Architect	RLS	Feb. 22, 1982	Feb. 26, 1982	Feb. 25, 1982
Finalize Channel Line-Up	RLS/SS	Feb. 10, 1982	March 15, 1982	March 4, 1982
Determine HE Equipment Requirements	RLS/MM	Feb. 1, 1982	March 15, 1982	

SECTION 2 Site (continued)

<u>ACTIVITY</u>	<u>RESPONSIBILITY</u>	<u>START DATE</u>	<u>TARGET COMPLETION</u>	<u>ACTUAL COMPLETION</u>
Determine Staff Requirements	RLS/RC	Feb. 1, 1982	Feb. 30, 1982	Feb. 15, 1982
Detail H.E. Plan	RLS/MM	Feb. 19, 1982	March 15, 1982	
Site Plans Approved	RLS/RC	March 15, 1982	March 20, 1982	
Prepare Budget	RLS/RC	Jan. 16, 1982	March 16, 1982	
Budget Approved	RLS/KH/RC	March 1, 1982	March 20, 1982	
File FCC Registration	RLS/Corp	Jan. 16, 1982	June 1, 1982	
File FAA Tower Forms	RLS	Feb. 5, 1982	Feb. 10, 1982	Feb. 8, 1982
Obtain FCC Mobile Radio License	RLS/JP	March 30, 1982	June 1, 1982	
Evaluate & Select HE/ES Equip.	RLS/MM	Feb. 1, 1982	March 1, 1982	Feb. 26, 1982
Evaluate & Select Tower/Antennas	RLS/MM	Feb. 1, 1982	March 15, 1982	
Evaluate & Select Secret				
Distribution Equip.	RLS/MM	Feb. 1, 1982	Feb. 29, 1982	Feb. 24, 1982
Evaluate & Select Converters	RLS/MM	Feb. 1, 1982	Feb. 29, 1982	Feb. 25, 1982
Order Equipment	RLS/MM	Feb. 29, 1982	March 15, 1982	
Select M/W Relay Site	RLS/JP	Feb 15, 1982	March 15, 1982	
M/W Site Profile Evaluation	RLS/JP	Feb. 22, 1982	Feb. 25, 1982	Feb. 23, 1982
M/W Line of Site Confirmation	RLS	Feb. 24, 1982	March 15, 1982	
Negotiate Lease	RLS	March 15, 1982	March 31, 1982	
File with FCC	RLS	March 31, 1982	June 15, 1982	
Select Tower & Equipment	RLS/MM	March 1, 1982	March 15, 1982	
Order Tower & Equipment	RLS	March 15, 1982	March 18, 1982	

SECTION 3 SYSTEM CONSTRUCTION

<u>ACTIVITY</u>	<u>RESPONSIBILITY</u>	<u>START DATE</u>	<u>TARGET COMPLETION</u>	<u>ACTUAL COMPLETION</u>
Secure joint pole agreements	RLS	Dec. 16, 1981	March 16, 1982	
Strand Mapping /Walk out & negotiate lease.	RLS/JK	Dec. 10, 1981	March 16, 1982	
Select Temp Warehouse/Office	RLS/RC	Dec. 16, 1981	Feb. 1, 1982	Feb. 2, 1982
Hire/Train Warehouse person	RLS/DR	Feb. 1, 1982	Feb. 26, 1982	Feb. 23, 1982
Order Strand/Hardware/Cable	RLS/BT	March 1, 1982	March 8, 1982	March 3, 1982
Receive Strand/Hardware/Cable	RLS/BT	March 3, 1982	April 30, 1982	
M Ready	RLS/BT	March 8, 1982	April 30, 1982	
Secure U.G. Easements	RLS/BT-CA	Feb. 1, 1982	April 30, 1982	
Stranding	RLS/BT	March 8, 1982	April 30, 1982	
Design System	RLS/MM	March 8, 1982	April 15, 1982	
Cabling/Trenching	RLS/BT	March 15, 1982	May 15, 1982	
Splice Distribution Equipment	RLS/BT	March 30, 1982	May 30, 1982	
Rough Balance	RLS/BT	May 1, 1982	June 30, 1982	
Quality Control	RLS/BT	March 15, 1982	Aug. 1, 1982	
Proof of Performance	RLS	May 15, 1982	Aug. 15, 1982	

SECTION 4 Site(s) CONSTRUCTION

Secure Building/Tower Permits	RLS	March 8, 1982	March 30, 1982	
Construct joint facility Bldg.	RLS	April 1, 1982	June 15, 1982	
Select Contractor for tower work	RLS	March 8, 1982	March 15, 1982	
Hire/Train System Technician	RLS	Feb. 8, 1982	March 15, 1982	
Errect Towers & Antennas	RLS	March 30, 1982	May 15, 1982	
Receive HE/ES Equipment	RLS	April 30, 1982	May 15, 1982	
Install & Activate Equipment	RLS	May 15, 1982	June 15, 1982	
Receive Studio Equipment	RLS	May 1, 1982	May 30, 1982	
Install & Activate Studio Equip.	RLS/JK (se)	June 15, 1982	July 15, 1982	

SECTION 4 SITE (S) CONSTRUCTION continued

<u>ACTIVITY</u>	<u>RESPONSIBILITY</u>	<u>START DATE</u>	<u>TARGET COMPLETION</u>	<u>ACTUAL COMPLETION</u>
Receive FCC M/W approval	RLS	June 1, 1982	June 10, 1982	
Receive M/W Equipment	RLS	June 10, 1982	June 30, 1982	
Install & Activate M/W Equip.	RLS	June 30, 1982	Aug. 30, 1982	
Proof of Performance (all systems)	RLS	Aug. 30, 1982	Sept. 10, 1982	
Hire/Train Office Manager	RLS	Feb.22, 1982	March 15, 1982	
Order Office Equipment/Furniture	RLS/JE	March 3, 1982	March 15, 1982	
Receive Office Equip & Furniture	RLS/JE	March 8, 1982	June 19, 1982	
Move-In Facility	RLS	June 15, 1982	June 19, 1982	

SECTION 5 MARKETING

Create & Plan Campaign	RLS/RC/CA	April 15, 1982	May 1, 1982	
Print & Receive Material	RLS/CA	April 20, 1982	May 30, 1982	
Mailouts/Bulk Mail Permits	RLS/CA	May 30, 1982	Aug.1, 1982	
Telephone Sales	RLS/CA	June 15, 1982	Aug. 31, 1982	
Direct Sales	RLS/CA	July 15, 1982	Sept. 15, 1982	
Public Relations-Advertise/Service Information	RLS	May 1, 1982	May 30, 1982	
Plant Activation-Advertise/Schedule	RLS	May 1, 1982	June 15, 1982	
Progress Reports/Press Release				
On location strand start	RLS/SS	March 8, 1982	March 12, 1982	
On Site: Ground breaking Ceremonies	RLS	April 1, 1982	April 10, 1982	
Building Opens-Launch Party	RLS	June 1, 1982	June 15, 1982	
Turn-On 1st Subscriber	RLS	June 15, 1982	June 30, 1982	
1000 Subscribers	RLS	Oct. 15, 1982	Oct. 30, 1982	

SECTION 6 GENERAL ADMINISTRATION-SET UP/OPERATIONS

<u>ACTIVITY</u>	<u>RESPONSIBILITY</u>	<u>START DATE</u>	<u>TARGET COMPLETION</u>	<u>ACTUAL COMPLETION</u>
Telephone System Temporary	RLS	Feb. 2, 1982	Feb. 10, 1982	Feb. 8, 1982
Telephone System Permanent	RLs/JE	May 1, 1982	June 1, 1982	
Select & Order Computer Equip.	RLS/MM	March 8, 1982	March 30, 1982	
Answering Service	RLS/JE	March 30, 1982	April 15, 1982	
P.O.Box	RLs	Feb 6, 1982	Feb. 30, 1982	Feb. 21, 1982
Hire/Train Office Personnel	RLS/JE	March 30, 1982	June 15, 1982	
Address File: City, Water, Cross Reference	RLS/JE	March 3, 1982	March 30, 1982	
Set up Deposit Account	RLS/JE	March 30, 1982	April 15, 1982	
Move in temporary office	RLS	March 15, 1982	March 19, 1982	
Establish general office Procedure	RLS/JE	March 19, 1982	June 1, 1982	
Rate & Charge Schedule	RLS/JE	April 15, 1982	May 1, 1982	
Work order-Install schedule	RLs/JE	May 1, 1982	June 1, 1982	
Service Order-Service schedule	RLs/JE	May 1, 1982	June 1, 1982	
Repscheduling Policy	RLs/JE	May 1, 1982	June 1, 1982	
Receive & Install Computer Equip.	RLS	June 1, 1982	June 15, 1982	
Hire/Train Installers	RLS/JE	April 1, 1982	June 1, 1982	
Hire/Train Technicians	RLS/JE	April 1, 1982	June 1, 1982	

SECTION 7 INSTALLATION & SERVICE

Select/Order vehicles	RLS	Feb. 1, 1982	Feb. 29, 1982	Feb. 21, 1982
Select/Order Test Equipment	RLS/PK	March 30, 1982	May 1, 1982	
Select/Order: Tools & safety Equip.	RLs/PK	March 30, 1982	May 1, 1982	
Order Installation material	RLS/MC	March 30, 1982	June 1, 1982	
Receive all equipment & tools	RLS/MC	April 1, 1982	June 15, 1982	
Hire/Train contract Installers	RLs/PK	June 1, 1982	June 15, 1982	

SECTION 7 INSTALLATION & SERVICE continued

<u>ACTIVITY</u>	<u>RESPONSIBILITY</u>	<u>START DATE</u>	<u>TARGET COMPLETION</u>	<u>ACTUAL COMPLETION</u>
Install System	RLS	June 15, 1982	Oct. 31, 1982	
Identify Multi-Unit Bldgs.	RLS/PT	March 30, 1982	June 30, 1982	
Secure Multi-Unit R.O.E. Permits	RLS/PT	April 1, 1982	Sept. 1, 1982	
Wire Multi-Unit Buildings	RLS/MP	June 30, 1982	Oct. 31, 1982	
Install -Multi Unit Bldgs.	RLS/MP	Aug. 1, 1982	Nov. 31, 1982	
Develop & Implement on call Policy	RLS/PK	June 1, 1982	June 15, 1982	
Develop & Implement Safety Policy	RLS/PK	June 1, 1982	June 15, 1982	

SECTION 8 STUDIO OPERATIONS

Hire/Train Production Assistant	RLS	June 30, 1982	Aug. 31, 1982	
Develop Studio Operating/scheduling/ procedures	RLS	June 1, 1982	Aug. 31, 1982	
Develop Studio Training Class program	RLS	June 30, 1982	Aug. 31, 1982	
Hire/Train Studio Assistant (College intern program)	RLS	Aug. 31, 1982	Sept. 31, 1982	
Implement Rate & Charge Schedule for commercial use	RLS	Aug. 1, 1982	Aug. 31, 1982	

ABBREVIATED INITIALS KEY LIST

Abbreviation	Name	Title	Department
	Don Tykeson	President	Corporate
C. Chambers	Carolyn Chambers	Secretary	Corporate
RS	Roger Seltzer	General Council	Corporate
JP	Jerry Patch	Corporate Engineer	Corporate
RC	Rob Corrao	V.Pres/General Manager	Portland Division
MM	Mike McKeown	Division Engineer	Portland Division
KK	Ken Knoche	Studio Manager/Clackamas Co. Area Manager	Portland Division
BT	Bruce Trimble	Plant Operations Manager	Portland Division
KH	Ken Hirons	Comptroller	Portland Division
SS	Sylvia Sycamore	Franchise Project Coordinator	Corporate
RLS	Rick Schaal	System Manager/Technician	Newberg/Dundee
JK	Jim Krumal	Design/Drafting Manager	Portland Division
CA	Cragi Armstrong	Marketing Manager	Portland Division
DR	Dennis Rich	Warehouse Supervisor	Portland Division
JK(se)	Jim Kunzie	Studio Engineer	Portland Division
JE	Judi Edwards	Office Manager/Secretary	Newberg/Dundee
PK	Paul Klein	System Technician	Newberg/Dundee
MC	Mike Connelly	Warehouseman	Newberg/Dundee
PT	Pete Tolins	Multi-Unit Coordinator	Portland Division
MP	Merle Pitcher	Multi-Unit Director	Portland Division

RLS:je

SECTION 6

Programming within the cable industry is constantly changing. Most changes occur as better programming becomes available. However, some changes are made due to technical considerations, consumer demand and F.C.C. rulings. These reasons have all played a part in the revised Program Line-Up, as presented in Exhibit A.

Exhibit B, an excerpt from Liberty's original proposal, dated May 29, 1982, gives the reader an overall perspective of the changes that have taken place. Outlined below is a brief explanation of the more significant changes that have occurred.

CABLE CHANNEL EFFECTED

EXPLANATION

CH 3 - KVDO Ch 3-Salem(PBS)

Signal 'OFF AIR' survey determined this station to have the best signal quality.

CH 5 - KECH Ch 22-Salem (Ind/Stv) ~

Ruled to be a 'must carry' by the F.C.C. Home Theater Network(HTN) was cancelled by the Network March 1, 1982.

CH 7 - Community Access

KOAC Ch 7-Corvallis (PBS) carries the same programming as Ch 3-Salem, thus deleting Ch 7-Corvallis altogether.

CH 9 - CBN/AETN

Cineamerica is still not available at this time.

CH 10 -Cable Health Network

The Cable Health Network was added by City Resolution # 81-919 and placed on the Tier I line-up so as to benefit all subscribers equally.

CH 11 -U.S.A. Network

Was added in part to fill the void left by H.T.N., KLRK, Vancouver, originally planned on this channel, is still expected to be available in the future. However, when KLRK does come on line, Liberty will make this channel available to subscribers.

CH 13 -Program Guide

The Program Guide was inserted to properly inform all viewing Tiers of the available programming.

EXHIBIT A

NEWBERG/DUNDEE
CHANNEL LINE - UP

- | | |
|--|---------------------------------------|
| 2 KATU - Portland | 31 Higher Educational Access |
| 3 KVDO - Salem | 32 SIN -Spanish International Network |
| 4 Nickelodeon/Arts/WOR | 33 The Cable Channel |
| 5 KECH - Channel 22 | *34 The Movie Channel |
| 6 KOIN - Portland | 35 Leased Access |
| 7 Community Access | 36 AP National News |
| 8 KGW - Portland | 37 Local Government Access |
| 9 CBN/AETN | 38 C-SPAN |
| 10 Cable Health Network | 39 AP Financial/Sports |
| 11 USA Network | 40 - 55 Future Expansion |
| 12 KPTV - Portland | |
| 13 Program Guide | |
| *14 Showtime | |
| 15 AP Local/Regional News | |
| 16 ESPN - Entertainment and Sports Programming Network | |
| 17 WTBS - Atlanta | |
| 18 SPN - Satellite Program Network | |
| 19 Consumer Guide | |
| 20 Cable News Network | |
| 21 PTL - Praise the Lord/People That Love | |
| 22 WGN - Chicago | |
| 23 The Weather Channel | |
| *24 HBO | |
| 25 Educational Access | |
| 26 CBS Cable | |
| 27 Satellite News Channel | |
| 28 Music Television | |
| 29 Leased Access | |
| *30 HTN Plus | |
| * PREMIUM CHANNEL | |

RESIDENTIAL SYSTEM CHANNEL LINE-UPOUTBOUND CHANNELS

- | | |
|--|---|
| 2 KATU - Portland | 19 Consumer Guide/Comparative Shopping |
| 3 USA/C-SPAN/ESPN/Calliope/B.E.T. | 20 Cable News Network |
| 4 Nickelodeon/ARTS/WOR (1 a.m. - 6 a.m.) | 21 PTL (Praise the Lord/People That Love) |
| * 5 Home Theater Network | 22 WGN - Chicago |
| 6 KOIN - Portland | 23 Weather/Time Information |
| 7 KOAC - Corvallis | 24 Educational Access |
| 8 KGW - Portland | 25 Higher Educational Access |
| 9 reserved - Cinemerica | 26 KVDO - Salem |
| 10 Public Access/Community Bulletin Board | 27 Local Government Access |
| 11 reserved - KLRK, Vancouver (UHF) | 28 AP Financial/Sports News |
| 12 KPTV - Portland | 29 AP Local/Regional News |
| 13 Christian Broadcast Network/Religious Access | 30 Leased Access |
| * 14 Showtime | * 31 Home Box Office |
| 15 Charnel Program Guide | 32 Spanish International Network |
| 16 ESPN (Entertainment and Sports Programming Network) | 33 The Cable Channel |
| 17 WTBS - Atlanta | * 34 The Movie Channel |
| 18 SPN (Satellite Program Network) with The Silent Network | 35 Leased Access |
| | 36 AP National News |
| | 37 - 54 future use |

* Premium channel

INBOUND CHANNELS

- T-7 Home Alarm System Data
 T-8 Community Access remote
 T-9 Institutional System return
 T-10 Future

SECTION 7

In closing it should be noted that this construction development plan, although preliminary, is well defined and thought out. The cable communication system to be constructed in Newberg/Dundee is one of highly sophisticated equipment and techniques. All aspects of construction and operation have been determined based on Liberty's past and present experience. This is manifested in areas as seemingly simple as the site, parking allocation or as complicated as the Headend design.

Upon completion of the construction of this system the communities of Newberg and Dundee will benefit fully of all that a cable system has to offer.

MEMORANDUM
March 26, 1982

TO: Mike Warren, City Administrator
FROM: Clay Moorhead, Planning Director *CSM*
RE: Comprehensive Plan Amendment from Medium Density
Residential to Commercial for Melvin W. Tautfest

Last month, at the March 1, 1982 regular meeting of the City Council, the Council heard a request by Melvin W. Tautfest to change the Newberg Comprehensive Plan designation on his property from Medium Density Residential to Commercial. At the conclusion of the hearing the City Council made a motion to prepare an ordinance for the approval of Mr. Tautfest's request. Attached is a copy of an ordinance which can be used to amend the Newberg Comprehensive Plan Map for the Tautfest property from Medium Density Residential to Commercial.

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 1969 AS AMENDED TO AMEND THE COMPREHENSIVE PLAN MAP TO CHANGE THE LAND USE DESIGNATION OF A CERTAIN LOT FROM MEDIUM DENSITY RESIDENTIAL (MDR) TO A COMMERCIAL DESIGNATION.

WHEREAS, Melvin W. Tautfest has applied for an amendment to the jointly adopted Newberg Comprehensive Plan to change the Plan Map designation from "Medium Density Residential" to "Commercial" for a 1.97 acre parcel located within the Newberg Urban Growth Boundary and more particularly described as Tax Lot No. 3221-2700; and

WHEREAS, The intergovernmental agreement between the City of Newberg and Yamhill County established the Newberg Urban Area Management Commission (NUAMC) as the hearings officer for consideration of amendments to the Newberg Urban Growth Boundary and amendments to the Comprehensive Plan Map within the Urban Growth Boundary; and

WHEREAS, The NUAMC held a public hearing on the 28th day of January 1982 and voted to recommend denial of the proposed plan amendment; and

WHEREAS, Section VII of the intergovernmental agreement states that NUAMC shall forward its findings and recommendations directly to the governing body of each jurisdiction for a decision; and

WHEREAS, Section VII also states that the Newberg City Council and Board of Commissioners must concur in their decision to amend the Newberg Urban Growth Boundary and/or to amend the Comprehensive Plan Map within the Urban Growth Boundary (outside the City limits). If agreement cannot be reached, procedures outlined in ORS 197.300 may be invoked; and

WHEREAS, The Newberg City Council held a public hearing on the first day of March 1982 and again on April 5, 1982 to review the decision of NUAMC and hear new testimony on the matter; and

WHEREAS, The Yamhill County Board of Commissioners did hold a public hearing on the 10th day of March 1982 and then again on the 17th day of March 1982 and did approve the Comprehensive Plan Amendment by Ordinance No. 289 based upon the findings prepared by the applicant; and

WHEREAS, The City Council does adopt the findings of fact for approval as presented by the applicant and referenced as Exhibit A.

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

Section 1. The City Council adopts the findings of fact hereby attached and made a part of this ordinance as Exhibit A.

Section 2. Ordinance No. 1969 as amended is further amended to change certain land use boundaries on the Comprehensive Plan Map from "Medium Density Residential" to "Commercial" as it pretains to the following described real property:

Yamhill County Tax Lot No. 3221-2700

PASSED by the City Council of the City of Newberg this 5th day of April, 1982 by the following votes:

AYES:

NAYS:

ABSENT:

Arvilla Page - Recorder

APPROVED by the Mayor this 5th day of April, 1982.

Elvern Hall - Mayor

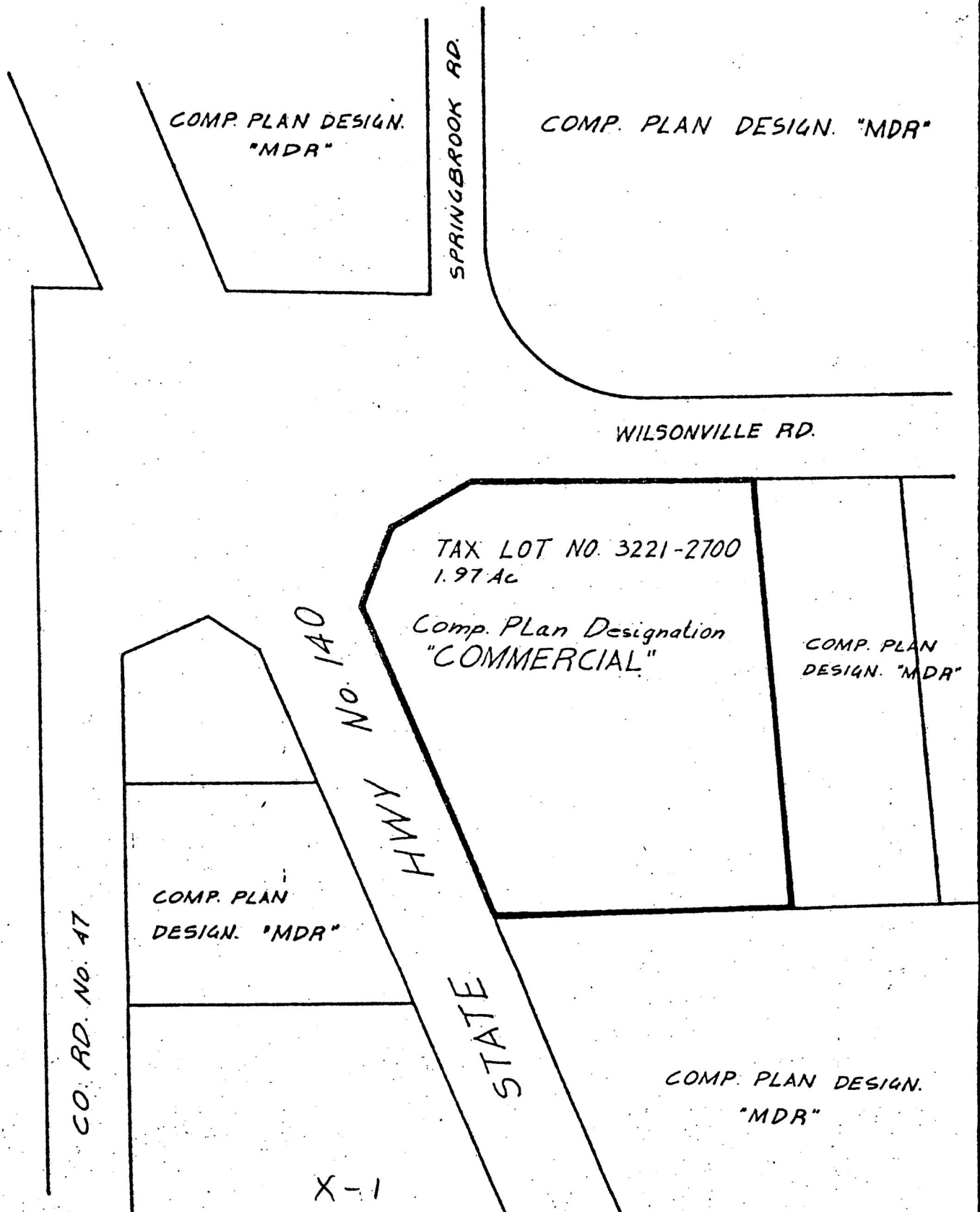
EXHIBIT A

1. The property is located within the Newberg Urban Growth Boundary and is recognized as an appropriate area for eventual urban development.
2. The proposed use would not require the premature extension of public facilities and services.
3. No other uses of this type exist in the Newberg area.
4. A commercial operation similar to the proposed use exists in the immediate vicinity (Century Home Winery).
5. Retail nurseries are considered a "similar use" within the highway commercial (HC) zone, due to previous approval of a nursery by Special Exception Docket No. SE-32-80.
6. The property is in a unique location, being at the intersection of three major roads (Springbrook, Wilsonville and Highway 219). This location makes the property less desirable for residential use.
7. The property is part of a strip of property which borders industrial property on one side and the Newberg Urban Growth Boundary on the other side. It would be a benefit to the City of Newberg to have commercial property located adjacent to this type of industrial property.
8. The industrial property located in this area is surrounded by residentially-designated property. It is preferable to have industrial property designated in an area where future growth of industry can be accommodated on adjacent property. This residentially-designated property blocks the future expansion of industrial property.
9. The use proposed on this piece of property, which is retail nursery, is an energy-efficient use. There is no other outlet in the Newberg area where citizens can purchase, in bulk, nursery supplies. It is more energy-efficient to purchase such commodities in bulk rather than in small quantities with the necessary packaging at supermarkets or hardware stores.
10. The commercial operation proposed is a non-polluting, clean type of commercial operation.
11. With the condition of limited access, the operation would provide for improved traffic control at this major intersection.
12. The commercial operation proposed on this property would not conflict with adjacent use, not only of the winery mentioned in Finding No. 4, but of the gravel operation of the state located across the intersection.
13. With the condition that the owners will annex upon request from the City, this improves the City's future control over this major intersection and helps facilitate orderly growth of the City.

14. Condition No. 3 limiting access to the property to the Wilsonville Road helps meet the Newberg Comprehensive Plan policy restricting access to Highway 219. The provision in the condition that any additional access to Wilsonville Road will be subject to the approval of the governing body meets the Yamhill County Road Engineer's recommendation of restricting access to Wilsonville Road.
15. With Condition No. 4 where the applicant agrees to limit displays and signs as not to distract motorists, applicant helps meet the County's concern about traffic distraction.
16. The statewide planning goals are not directly applicable as stated in the Yamhill County Planning Department's staff memorandum, page two, paragraph nineteen, and considering that we are dealing with two comprehensive plans (Newberg Comprehensive Plan, Yamhill County Comprehensive Plan and Yamhill County Zoning Ordinance) which have been declared by LCDC to be in conformance with the statewide planning goals.

— APPLICANT'S PROPERTY LINE
— OTHER PROPERTY LINES

SCALE : 1" = 100'



Memo

To: Mike Warren, City Administrator Date: February 24, 1982

From: Bob Sanders, Director of Public Works

Subject: An Ordinance Amending the Sidewalk Ordinance

The past couple of years we have experienced a great deal of reluctance from the property owners along Highway 99W to install concrete sidewalks, when building or side modifications are made with a value of more than \$5,000. Most new developments have installed the concrete sidewalks as a part of their building construction.

The older structures generally have asphalt sidewalks along Highway 99W between River Road and Springbrook Street.

The sidewalk ordinance was modified last year giving authority to the City Engineer to require sidewalks when in his opinion he felt they were needed for pedestrian safety. The ordinance was also revised with an exemption to the \$5,000 building modification limit if the City Engineer felt that sidewalks were required on a building modification of a value less than \$5,000. There has been several property owners along 99W which have made modifications to their property or building of a value greater than \$5,000 in the last couple of years which have either not constructed the sidewalk when directed or have come to Council requesting an exception to this requirement.

Due to the difficulty in obtaining sidewalks in the past along 99W, it is my feeling that the Council should adopt a firm policy that Staff can administer.

It is my opinion that sufficient development has occurred along 99W to now require sidewalks for safe pedestrian access between the commercial developments, and to provide a pedestrian/bicycle route from Springbrook Street in to the uptown area.

The attached ordinance amends Ordinance No. 929 to clarify that sidewalks shall be constructed of portland cement concrete and clarifies that the construction and maintenance responsibility of the sidewalks are the adjacent property owners responsibility. The amending ordinance also adds Section 30 Construction of Sidewalks Along 99W. Section 30 would require construction of portland cement concrete sidewalks with any building or site modification which require a City building permit. Section 30 also has a mandatory sidewalk requirement after October 1, 1983 at which time the City would post all properties that do not have sidewalks to construct sidewalks within a ninety day period.

The amending ordinance also makes several other minor changes. In Section 5 the description of the portland cement concrete was removed and reference is made to 1980 APWA Standard Specifications, which we have adopted as our standard. In section 23 a reference is made as to how the City Engineer posts the property for construction of sidewalks.

AN ORDINANCE AMENDING ORDINANCE NO. 929 PASSED AND APPROVED JULY 2, 1940 AS AMENDED PROVIDING REVISIONS TO THE GENERAL PLAN FOR CONSTRUCTING SIDEWALKS AND CURBS IN THE CITY OF NEWBERG.

WHEREAS, City Ordinance No. 929 of the City of Newberg requires concrete sidewalks be constructed with building modifications of a value of \$5,000 or more as directed by the City Engineer, and

WHEREAS, Much of the existing sidewalks along Highway 99W and in other areas of the City are constructed of asphaltic concrete, and

WHEREAS, Many of the businesses along Highway 99W have made building additions or modifications in excess of \$5,000 without constructing concrete sidewalk, and

WHEREAS, Several property owners along Highway 99W have petitioned the Planning Commission and the City Council to delay construction of the concrete sidewalks until more development occurs, and

WHEREAS, Sufficient development along Highway 99W has occurred and it is time to provide a systematic plan to have all property owners install concrete sidewalks along the northerly and southerly sides of Highway 99W, and

WHEREAS, It is in the best interest of the public to amend Ordinance No. 929 passed and approved July 2, 1940 as amended of the City of Newberg to require concrete sidewalks to be constructed in a timely manner along Highway 99W from River Street to Vittoria Way.

NOW, THEREFORE, THE CITY OF NEWBERG ORDAINS AS FOLLOWS: TO-WIT,

Section 1. That Section 5 of Ordinance No. 929, passed and approved July 2, 1940 as amended, of the City of Newberg, hereby amended to read as follows, to-wit:

"Section 5. Concrete Sidewalks. All sidewalks within the City of Newberg shall be constructed or reconstructed of portland cement concrete which complies with Section 215 SIDEWALKS AND PATHWAYS in the 1980 American Public Works Association Standard Specifications and Drawings."

Section 2. That Section 23 of Ordinance No. 929, passed and approved July 2, 1940 as amended, of the City of Newberg is hereby amended to read as follows, to-wit:

"Section 23. Construction and Maintenance of Sidewalks. It shall be the duty of the owners of land adjoining any street or highway within the City of Newberg, Oregon to construct a portland cement sidewalk when directed by the City Engineer. It shall be the duty of the City Engineer to serve written notice to the property owner in accordance with Section 24. It shall be the duty of the owners of land adjoining any sidewalk or curb, if the two are integral, to maintain both the sidewalk or curb in good repair to provide safe public access.

Section 3. That Ordinance No. 929, passed and approved July 2, 1940 as amended by adding a new Section 30 which reads as follows, to-wit:

"Section 30. Construction of Sidewalks along Highway 99W between River Street and Springbrook Street to:

1. Construct portland cement concrete sidewalks adjacent to their property with all building and or site improvements which require City permits regardless of the value.

2. Construct portland cement concrete sidewalks adjacent to their property, including vacant land, by October 1, 1983 if no building or site improvements are made prior to that date.

It is hereby made the duty of the property owners along Highway 99W from Springbrook Street easterly to the City limits to construct portland cement concrete sidewalks adjacent to their property when directed by the City Engineer in accordance with Sections 24 and 29."

PASSED BY the Council this First Day of March, 1982 by the following votes:

Ayes:

Nays:

Absent:

Arvilla Page - City Recorder

APPROVED BY the Mayor this First Day of March, 1982

Elvern Hall - Mayor