

CITY COUNCIL
AGENDA

7:30 P.M.

- I. CALL MEETING TO ORDER
- II. ROLL CALL
- III. APPROVE MINUTES
- IV. REQUESTS AND COMMUNICATIONS
 - 1. Request by Nahama & Weagant Energy Company to address Council re: lease of City owned land for the purpose of oil and gas exploration.
 - 2. Communication from Bruce and Lynn Wright re: Action and support of Newberg Fire Department.
 - 3. Communication from Elver H. Voth, Ph.D., George Fox College re: Tour of waste water treatment facility by Environmental Science class.
- V. PUBLIC HEARINGS:
- VII. REPORTS FROM CITY ADMINISTRATOR:
 - 1. Report on State Fire Chiefs' Association Meeting June 20-22, 1981.
 - 2. Report of City Election Costs.
 - 3. Report on Special City Council Meeting, June 30, 1981 - 7:30 P.M., PGE Facility re: Cable TV Proposals.
 - 4. Report on Supplemental Budget Submitted to State of Oregon.
 - 5. Report on Ordinance Committee's Recommendation on City Logo.
 - 6. Report on Recent PGE Bills.
- VIII. OLD BUSINESS:
- IX. NEW BUSINESS:
 - 1. Community Forum Meeting.
 - 2. Bridge Rennovation Bids.
- X. RESOLUTIONS:
- XI. ORDINANCES:
 - 1. Ordinance on Interest Rate Charged for Connection and Development Fees.
 - 2. Ordinance Amending Ordinance No. 1968 Changing Zone of Certain Lots from R-3 to C-2.
 - 3. Ordinance Amending Ordinance No. 1909 - Garbage Franchise.

ACCOUNTS PAYABLE
June 1981

Aqua Tech Laboratories	14.00
B J's Photo Studio	7.30
Barker's Auto Supply	4.23
Ben-Ko-Matic	703.00
Bennett & Miller	95.00
Bicycling	11.77
Brim Tractor <i>Crush Cutter</i>	931.93
Buckley Insurance	75.00
Bucks Upholstery	68.50
Butler Chevrolet	15.35
Buy Wise Drug	73.17
C & G Auto	165.00
CTR Business Systems	26.84
Camera Quarters	8.76
Cessco, Inc.	408.75
Chehalem Valley Sr. Citizens Council	1,000.00 <i>Bus</i>
Chevron USA	13.30
Coast to Coast	131.56
Consolidated Supply <i>Sewer Pipe & fittings</i>	3,580.26
Crabtree Rock	425.00
Crawford Door Sales	24.75
Crowell Auto Parts	33.16
Culligan <i>Inc.</i>	15.00
D & D Tools, Inc.	733.87
Daily Journal of Commerce	47.60
Dawn Metal Fab, Inc.	223.30
Dents	154.95
Ernst Hardware <i>Tractor</i>	5,850.00
Ferguson Rexall Drug	20.46
Ferron Janitorial	666.90
Fowler Tire Service	76.15
Fox Union	50.00
Friction Supply, Inc.	52.85
Garden Way Publishing Co.	41.11
General Binding Corp.	78.00
General Telephone Co.	1,442.58
Larry K. Gray, Attorney	149.24
Helfrich Equipment Co.	101.00
Home Laundry	55.40
The Hub	13.99
Hydraulic Specialty Inc. <i>Truck</i>	3.61
Hydrotex, Inc. <i>Truck</i>	786.30
IFG Leasing	100.13
Insurance Week	96.00
Johnson Furniture & Hardware	42.76
Kelly Services, Inc.	988.00
Laughlin Oil	330.56
Layton Sales & Supply Co. <i>Roller</i>	7,300.00
London's Lawn & Garden	4.60
Terrence Mahr, Attorney	75.00
Metro-West Oil Co., Inc.	278.78
Meeker Electric	56.00
Meyer Brothers	6.40
Midget Motors	163.20
Miller's Upholstery	105.00
Millipore Corp.	97.84
Nap's IGA	3.43
National Geographic Society	6.95

Newberg Auto Freight	241.17
Newberg Auto Parts	68.55
Newberg Community Hospital <i>office supplies</i>	488.20
Newberg Drug <i>Drugs</i>	22.32
Newberg Graphic	71.78
Newberg Human Resource Center <i>Bookkeeping</i>	2,536.00
Newberg Lock & Key, Inc.	46.00
Newberg Police Reserve	179.10
Newberg Ready Mix	247.50
Newberg River Rock Products	231.00
Newberg Steel	133.39
Newberg Western Wear	66.00
Norris Paints <i>Street Paint</i>	2,190.50
NW Business Systems, Inc.	455.25
NW Law Enforcement Equipment	358.39
NW Logging Supply, Inc.	450.00
NW Natural Gas Co.	745.53
Oregon Culvert Co., Inc.	450.00
Oregon Handling Equipment, Inc.	74.49
Oregon Meter Repair	2,162.00
Pacific Water Works Supply	2,032.14
Payless Drug Store	17.74
Harris L. Pearson, M.D.	25.00
Pitney Bowes	13.04
Portland General Electric	13,417.74
Power Rents, Inc.	450.00
Roberts Rents	9.00
Rowell & Wickersham	432.72
Seattle Daily Journal of Commerce	91.80
Shannon & Co.	62.12
Specialty Contracting & Glass	31.50
Stead & Baggerly	210.00
Bill Svendsen Painting	230.00
Dan Tarpley (The Oregonian)	12.00
3 Squares-Citizens Meal Program <i>meals & medical</i>	375.00
Union Oil	116.84
Utility Equipment, Inc.	653.88
City of Vancouver, Washington <i>mower</i>	750.00
W.R. Grace-The Baker Taylor Co.	847.90
Waide's Mobil	25.00
Water, Food & Research Labs	58.50
Waterworks Supplies Co.	184.41
Western Auto	5.45
Westside Automotive	125.54
Norman J. Wetzler	225.00
Wheel Graphics	81.90
Willamette Industries	222.69
Yamhill County Assessor	8.50
Yamhill County Sheriff's Office	10.00
Yamhill County Treasurer	5.00

TOTAL:

59,981.17

Handwritten signatures and initials: R, H, M.C.

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		TOTAL:	59,981.17

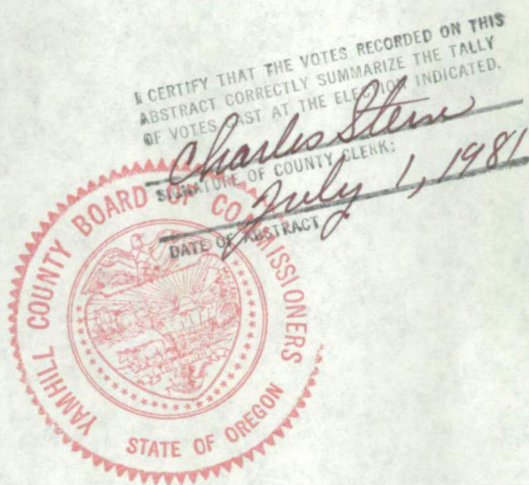
RLH
APR
EM

"A"

6/30/81

SPECIAL ELECTION - YAMHILL COUNTY, OREGON - TUESDAY, JUNE 30, 1981
PAGE 10 OF 12 CHARLES STERN - COUNTY CLERK

CITY OF NEWBERG LEVY A BALLOT 51					
PRECINCT NUMBER	YES	NO	UNDER VOTES	OVER VOTE	TOTAL VOTES
2	186	62	1	0	249
3	167	106	0	1	274
4	136	89	2	0	227
5	171	97	2	2	272
31	146	79	0	0	225
TOTAL	806	433	5	3	1,247



"B".

SPECIAL ELECTION - YAMHILL COUNTY, OREGON - TUESDAY, JUNE 30, 1981
PAGE 11 OF 12 CHARLES STERN - COUNTY CLERK

PRECINCT NUMBER	CITY OF NEWBERG YES	LEVY NO	B UNDER VOTES	BALLOT 52 OVER VOTE	TOTAL VOTES
2	166	80	3	0	249
3	141	132	1	0	274
4	118	107	1	1	227
5	145	121	6	0	272
31	130	93	2	0	225
TOTAL	700	533	13	1	1,247

I CERTIFY THAT THE VOTES RECORDED ON THIS
ABSTRACT CORRECTLY SUMMARIZE THE TALLY
OF VOTES CAST AT THE ELECTION INDICATED.

Charles Stern
SIGNATURE OF COUNTY CLERK:

July 1, 1981
ABSTRACT



DATE: June 15, 1981

A black circular stamp or mark, possibly a seal or a hole punch, located at the bottom center of the page.

The attached letter from Nahama & Weagant Energy Company explains their desire to lease some City owned property. They apparently are very interested in their exploration and are serious about the fact that there may be some oil or gas in the area. They have obtained approximately 400 oil and gas leases from other people in the exploration belt.

Very frankly I have not been exposed to an oil company coming in and requesting such a thing, but I do imagine that it is like any other request for a contract and is open to negotiations.

1. What are the proposed terms of the agreement?
2. What type of exploration will they be doing?
3. Will it disrupt the community, property owners or land?
4. How will they compensate for the disruption?
5. Will they go back and put the land into its original condition?
6. What benefits will the city derive if there is in fact oil or gas beneath the surface?
7. How will the community benefit?
8. What type of company are they - how long have they been in existence; what is their reputation; where have they found oil and gas?
9. What references do they have?

Page 2

Memo to the City Council

RE: Exploration of Oil and Gas

I have given the proposed lease over to the City Attorney who will by the time of the City Council meeting, I'm sure, have at least reviewed it superficially.

Another caution point for the City Council is that the money that we would be receiving from the Nehama & Weagant Energy Company is minimal. Yet, the consequences could be severe. If there is in fact oil and gas, it could disrupt our water supply and may become serious. If the City did not go ahead with the lease then I'm sure that the Oil Company would do exploration around the area. If oil or gas were found it would make the property that much more valuable and would give us a stronger leverage on negotiations.

In discussing this with the Planning Director, he feel that an impact study should be done prior to any agreement to proceed.

At this point, there is nothing more to be done except to hear the Nehama/Weagant Energy Company give its presentation.

Michael Warren
City Administrator

MW/bjm

Enc.

cc: Rick Faus
Clay Moorhead

IV - 1



Nahama & Weagant Energy Company

602 H STREET
BAKERSFIELD, CA 93304
(805) 323-9075

June 9, 1981

Mr. Michael Warren
City Administrator, Newberg
414 East First
Newberg, Oregon 97132

Dear Mr. Warren:

Nahama and Weagant Energy Company, a California corporation, now a publicly held Company, has been functioning as an exploration and development firm here in California since it was originally incorporated in 1971. The principal owners of its outstanding shares of common stock, both geologists, and still the original creators and motivators of the Company, are Rodney Nahama and Frank E. Weagant.

The development of some gas production in the Mist area of Columbia County was obviously the spark needed to entice further investigation. Of course, the speculators and even many of the large independent companies made a brief run at acquiring potential development acreage in Oregon. There have been very few who stuck to the long slow process of investigating geologic features of the area, bearing the extreme cost of obtaining seismic data and then expending the considerable time and money it takes to secure oil and gas leases on a given area before drilling can begin.

Nahama and Weagant Energy Company is precisely the company to find the elusive substances of oil and gas. We have spent the time, effort, and money necessary to locate good geological areas in Oregon. We have developed and are developing eight (8) such areas in Oregon.

One of these areas of interest is due West of the town of Newberg. We have already obtained approximately four hundred (400) oil and gas leases in the area. We are serious in our intent to fully lease the area so as to develop a solidly leased area for drilling purposes. In this area of development, the City of Newberg owns approximately 48 acres located in Section 36, Township 2 South, Range 3 West, and in Section 31, Township 2 South, Range 2 West. Nahama and Weagant Energy Company wishes to acquire an oil, gas and mineral lease on the land similar in terms to that acquired by it from others in the area.

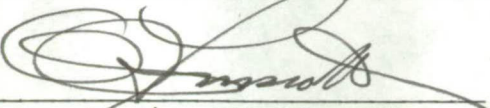
I would like to meet with you and members of the City Council on the evening of June 18, at which time I can outline in greater detail characteristics of the lease document, the intentions of this firm, and answer any questions you might have. Therefore, unless advised to the contrary I will be available in Newberg on June 18, 1981.

Mr. Michael Warren
Page 2
June 9, 1981

I am enclosing a Prospectus Report concerning this firm issued in February, 1981. As evidenced by the Report, Nahama and Weagant aggressively approach the search and development for gas and oil. Incidentally, we are particularly conversant with the need for the protection of surface and shallow fresh water sediments. Your State Government has enacted good and safe procedures for drilling operations by oil companies. These procedures and conditions have been complied with in wells we already have drilled in Oregon. I will explain this procedure in greater detail when we meet on the 18ths of June.

Very truly yours,

NAHAMA & WEAGANT ENERGY COMPANY


Oscar J. Linscott, Consultant

OJL/md

Council mtg

To the Newberg Fire Dept. -

Thankyou so very
much for your aid
and support during
our fire. You're Super!!

Bruce & Lynn
Wright
and children



IV-2



Agenda

June 2, 1981

Mr. Robert Thompson
Newberg Sewage Treatment Plant
Newberg, Oregon 97132

Dear Mr. Thompson:

On 3 April 1981 you allowed several members of the GSc 370 Environmental Science class from this college to tour the facilities of the Newberg Waste Water Treatment Plant.

You explained the operation of the plant scientifically and provided an informative first-hand inspection of the treatment installations and the laboratory.

Thank you for your kindness and consideration in helping us understand this vital part of a modern urban community. The citizens of Newberg are fortunate to have you and other personnel at the plant serving them!

Very truly yours,

Elver H. Voth, Ph.D.
Professor of Biology

✓cc: Newberg City Council
EHV:nw

IV-3

MEMO

TO: City Council

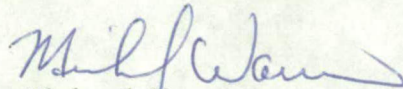
DATE: June 10, 1981

FROM City Administrator

SUBJECT: State Fire Chiefs' Association

The weekend of June 20-22 annually is the State Fire Chiefs' Association meeting in Salem. As the City Council knows our Fire Chief here in Newberg is the President of the State Fire Chiefs' Association. Usually this honor goes to a Fire Chief from a much bigger city, but because of the reputation of our Fire Department and specifically our Fire Chief, we, the City of Newberg, have the honor of having our Fire Chief as the President.

It has been over 15 years since a Governor has spoken to the State Fire Chiefs' Association at their annual meeting. Chief Paola has contacted the Governor's office and through his persuasion and contacts with the Governor, Governor Atiyeh will be speaking to the Fire Chiefs' Association on June 22, 1981 at 8:30 A.M.



Michael Warren
City Administrator

MW/bjm

cc: Mike Fagan

MEMO

TO: City Council

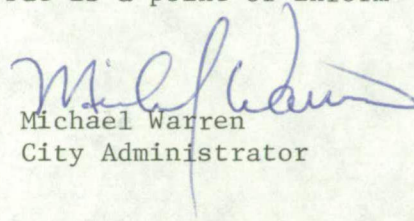
DATE: June 10, 1981

FROM: City Administrator

SUBJECT: Election costs.

We have just received the City's cost for the election for May 19, 1981. The cost that the City must pay is \$393.36. Our cost last year when we conducted the election ourselves was approximately \$200.

No action needs to be taken on this item but is a point of information only.


Michael Warren
City Administrator

MW/bjm

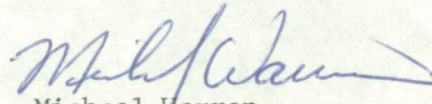
MEMO

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

DATE: June 10, 1981

Normally a special meeting of the City Council would be discussed at a previous City Council meeting and arrangements would be made with all City Council members as to a date, time and place. However, the Cable Television companies, Harmon and Liberty, have requested lead time to make a proposal to the City Council using video equipment. Coordinating everyone's time, inclusive of the City of Dundee, City of Newberg, Terrence Mahr, City Staff and Cable Companies, has been a difficult project. Another coordination problem has been the place for the meeting. Video equipment used upstairs in our City Council chambers does not show well. Consequently, we have made arrangements with PGE for use of their meeting hall. The date that it is open and is most convenient for everyone concerned seems to be June 30, 1981, at 7:30 P.M.

At the June 18, City Council meeting it is requested through this memo that the City Council adjourn to a special meeting on June 30, at 7:30 P.M. at the PGE meeting hall in the City of Newberg. Announcements will be made in the newspapers and Terry Mahr will be publishing the necessary notices. Hopefully all City Council members will be able to attend and hear the one hour presentation by both Liberty and Harmon Cable companies. They should be interesting, especially with their use of video equipment.


Michael Warren
City Administrator

MW/bjm

cc: Department Heads
Terry Mahr
Mike Fagan - Graphic

6/18 Agenda

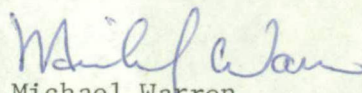
MEMO

TO: City Council
FROM: City Administrator
SUBJECT: Supplemental Budget

DATE: June 12, 1981

The Finance Director received a letter from the State of Oregon finance or budget department. Last year they were somewhat critical of our procedures and our budget that was submitted to them.

As we open the envelope this year with great reluctance we were surprised to find that their comment was "we have received your supplemental budget and found the procedures to be good." It is not often that they write comments, especially in pen or long hand to cities. The credit should go to the Finance Director for doing a good job for her first year as Finance Director for the City of Newberg.


Michael Warren
City Administrator

MW/bjm

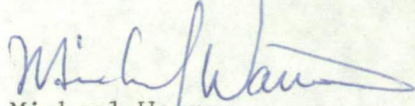
MEMO

TO: City Council
FROM: City Administrator
SUBJECT: Logo

DATE: June 12, 1981

At the last City Council meeting the City Council directed the Ordinance Committee to review and recommend the idea for the logo as proposed by the Old Fashion Committee. The recommendation from the Ordinance Committee was to recommend that the City change it's logo to the Old Fashion Days Bicycle logo to be used on City vehicles, stationary, etc. It also recommended that in general the City support the placement of the new logo at either end of the City limits and for the Planner to encourage but not mandate the use of bicycles in the developments.

I have contacted the same company that designed the logo for the Old Fashion Committee to help us design the logo for our stationary and for our City vehicles. At a later date I will bring this to the City Council for final approval.


Michael Warren
City Administrator

MW/bjm

MEMO

TO: City Council
FROM: City Administrator
SUBJECT: PGE Bills

DATE: June 15, 1981

Pursuant to the City Council's request the attached is a summary of the PGE bills from January through April 1981. As you can see the estimates are just slightly higher than the actual amounts, which makes for a less stressful time at the end of the fiscal year.


Michael Warren
City Administrator

MW/bjm
Enc.

MEMO FROM ...

ARVILLA PAGE

Date June 3, 1981

TO: COUNCIL MEMBERS & MAYOR HALL

FROM: ARVILLA PAGE, FINANCE OFFICER

In response to your question regarding the validity of the estimates for PGE on the Accounts Payable Listing, the following information is offered:

	<u>Estimate</u>	<u>Actual</u>
January, 1981	\$12,500	\$12,479.66
February, 1981	12,500	12,186.01
March, 1981	12,300	11,532.78
April, 1981	11,500	10,867.73
May, 1981	10,200	?

Estimates are based on the previous months billing, and time of year; the City's power bill goes up in the Winter just as your home bill does.

A. Page

MEMO

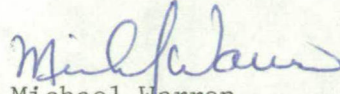
TO: City Council
FROM: City Administrator
SUBJECT: Community Forum Meeting

DATE: June 15, 1981

It was suggested at the last City Council meeting that a Community Forum meeting be held to inform the public about the upcoming election.

Arrangements have been made with the United Methodist Church, to have a meeting on Thursday, June 25 at 7:00 P.M. The meeting will be held at the United Methodist Fellowship Hall, 1405 Deborah Road.

I have contacted the newspapers in hopes that the announcements will be made appropriately for the citizens to attend.


Michael Warren
City Administrator

MW/bjm

MEMO

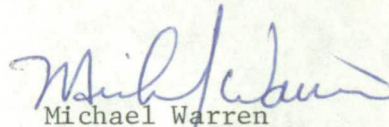
TO: City Council
FROM: City Administrator
SUBJECT: Bids on Bridge Renovation

DATE: June 15, 1981

As the Public Works Director has reported, the bids were opened on June 9, 1981. We received good bids for system A and schedule B will have to be re-advertised as a separate package.

An important point to note is that by going out to bid again on this project and especially splitting the project up into two sections, we will realize at least a one hundred thousand dollar savings on schedule A.

I concur with the Public Works Director's recommendation for awarding the bid to Abhe & Svoboda for schedule A and advertising schedule B as a separate package.


Michael Warren
City Administrator

MW/bjm

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is attached
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MEMORANDUM
June 12, 1981

TO: Mike Warren
FROM: Bob Sanders *BS*
RE: Bids on the Bridge Renovation

Bids were opened on the subject project on June 9, 1981. We received three bids on Schedule A only which are tabulated on the attached sheet. No bids were received on Schedule B which is the bridge pier protection. The low bidder on all three painting systems was Abhe & Svoboda of Prior Lake, Minnesota.

References have been checked on this contractor and a favorable response was obtained. This company has done a great deal of bridge work across the country and one bridge very similiar to ours.

Our first choice of painting systems is System A and since the bid was considerably below the estimate, it is advisable to go with this system.

With respect to the bid price, last year when painting was advertised with the pipe line, the subcontractor bid around \$350,000 for the painting. The project was split up and the water line came back in at about \$100,000 less than the first bids and now the painting is about \$100,000 less.

I have received a protest from the high bidder's attorney claiming that Abhe & Svoboda failed to provide their Specialty Contractor's Number with their bid, hence they were not qualified to bid.

In checking with the State Highway Department, they have pre-qualified Abhe & Svoboda to bid on bridge painting and a Specialty Contractor's Number is not required. The Builders Board confirmed that by definition in ORS 701.005 a Specialty Contractors Number and a builders board number are only required to bid on residential dwellings.

My recommendation is to award Schedule A of the bridge renovation project to Abhe & Svoboda using painting system A for a contract amount of \$235,740.00 and waive any informalities which may exist in the bid.

Schedule B will be readvertised as a separate package.

Bid Opening: June 9, 1981
2:00 PM P.D.T.

Alme & Svoboda, Inc.
P.O. Box 251
Prior Lake, Minnesota 55372

Art Sandblasting & Steam Cleaning Co.
6117 NE Portland Hwy.
Portland, Oregon 97218

L.M. Savage Company
10000 SW Herman Rd.
Tualatin, Oregon 97062

Item No.	Bid Item	Est. Quantity	Unit Price / Total Amount	Unit Price / Total Amount	Unit Price / Total Amount
1A.	Base Bid- Surface Preparation and Bridge Painting per Coating System A		\$ 233,340.00 L.S.	\$ 322,945.00 L.S.	\$ 368,600.00 L.S.
1B.	Alternative B- Surface Preparation and Bridge Painting per Coating System B.		\$ 261,800.00 L.S.	\$ 301,095.00 L.S.	\$ 393,600.00 L.S.
1C.	Alternative C - Surface Preparation and Bridge Painting per Coating System C		\$ 217,610.00 L.S.	\$ 322,945.00 L.S.	\$ 273,351.00 L.S.
2.	Rivet Replacement	50 EA.	\$ 45.00 / 2,400.00	\$ 20.00 / 1,000.00	\$ 500.00 25,000.00
3.	Structural Repair as Required during Construction.		(Force Account Work; No Bid Item)		
Schedule A Totals: Bid Items 1A & 2			\$ 233,740.00	\$ 323,945.00	\$ 393,600.00 *
Bid Items 1B & 2			\$ 261,200.00	\$ 301,095.00	\$ 423,400.00 *
Bid Items 1C & 2			\$ 217,010.00	\$ 323,945.00	\$ 273,351.00 *
BRIDGE RENOVATION - SCHEDULE B BANK & PIER STABILIZATION					* INDICATES CORRECTED VALUE
1.	Mobilization	100 T			
2.	Riprap Class II	100 T			
3.	Riprap Class III	100 T			
4.	Filter Material B	100 C.Y.			
5.	Filter Fabric	2000 S.Y.			
6.	Slope Excavation	100 C.Y.			
7.	Construction Photos	25 EA			
Schedule B Totals:			NO BID	NO BID	NO BID

MEMO

TO: City Council

DATE: June 15, 1981

FROM: City Administrator

SUBJECT: Ordinance Amending No. 1386 Regarding Interest Charge
for Connection and Development fees.

Several months ago the City Council considered changing the financing of the development fees on existing homes required to connect to the sanitary sewer system. This matter was referred back to Staff for further review of the existing ordinances.

The Public Works Director has researched the existing ordinances and has determined that the attached amendment will meet the concerns that the Council had at the time.

The Public Works Committee has reviewed the amending ordinance and has approved it.

Michael Warren
City Administrator

MW/bjm

Attachment

ORDINANCE NO.

Page

AN ORDINANCE AMENDING ORDINANCE NO. 1386 PASSED AND APPROVED OCTOBER 5, 1964, AS AMENDED RELATING TO THE INTEREST RATE CHARGED FOR FINANCING CONNECTION AND DEVELOPMENT FEES FOR EXISTING PREMISES SERVED BY A SEPTIC TANK THAT ARE REQUIRED TO CONNECT TO THE CITY SANITARY SEWER SYSTEM; AND DECLARING AN EMERGENCY,

WHEREAS, RESOLUTION NO. 76-636, Adopted December 6, 1976 allowed 90% of fees, if fees exceed \$2,000, to be financed at a rate of 8% per annum over 24 months; and

WHEREAS, The previous City Administrator has allowed financing of any fee at the rate of 8% per annum; and

WHEREAS, The City Engineer has experienced difficulty in administering this resolution in that the connection and development fees for an existing house to connect to the sanitary sewer are \$1,025 which means that no one can qualify for the financing; and

WHEREAS, The existing ordinance (No. 1386) is worded to allow financing of the entire connection fees at the rate of 7% per annum; and

WHEREAS, The Public Works Committee has recommended that Ordinance No. 1386 be amended to increase the interest rate to 12% per annum and include the development fee which would be in the best interests of the City of Newberg and REPEAL Resolution No. 76-636; and

WHEREAS, A number of homeowners are currently being required to connect to the City's sanitary sewer system and the owners should be allowed more flexible financing immediately thus requiring the declaration of an emergency.

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

Section 1. That Section 404 (8) of Ordinance No. 1386 passed and approved October 5, 1964 shall be amended as follows, to-wit:

(8) Where existing premises are presently being served by a septic tank, the owner may apply for permission to pay the sewer connection and development fees in equal monthly installments, not exceeding 24 months. When aforesaid owner elects to pay said connection and development fees in monthly installments, the unpaid balance of said connection and development fees shall bear interest at the rate of 12 per cent per annum; and the unpaid balance of said connection and development fees, together with the interest charges thereof, shall constitute a lien upon the property until paid in full.

Section 2. NOW, THEREFORE, an emergency is hereby declared to exist and this ordinance shall become in full force and effect immediately upon it's passage by the Council and approval by the Mayor.

PASSED by the Council this day of 1981 by the following votes:

AYES:

NAYS:

ABSENT:

Arvilla Page - Recorder

APPROVED by the Mayor this day of , 1981.

Elvern Hall - Mayor

XI-DI

Agile

MEMORANDUM

TO: Mike Warren

FROM: Clay W. Moorhead

RE: Swift, Silvers and R & T, Inc., request for a Comprehensive Plan Amendment and Zone Change from High Density Residential to Community Commercial.

At the regular meeting of the Newberg City Council on June 1, 1981, the City Council made a decision to approve a Comprehensive Plan Amendment and Zone Change from High Density Residential to Community Commercial on the southern one-half of the block bounded by Second and Third, College and Edwards. At that time the Council directed the Staff to prepare the appropriate ordinance to include the findings of fact 1-6 of the Newberg staff report relating to this request, a finding to indicate that the subject properties have carried a Commercial zone historically over the previous 20 year period which establishes a precedence for the zoning on the subject property and the incorporation of the applicant's findings identified as 7, 8 and 9.

Attached is a proposed ordinance as requested by the Newberg City Council.

MEMO

TO: City Council

DATE: June 15, 1981

FROM: City Administrator

SUBJECT: Garbage Franchise Amending Ordinance

This subject matter was referred back to the City Ordinance Committee after the franchisee suggested some changes in the ordinance. The Ordinance Committee has recommended that the Franchise be awarded and the attached ordinance be put into effect.

The new ordinance provides for an exclusive franchise for the hauling and collection of garbage and refuse plus recycleable solid wastes in the city. The Council can terminate the lease but there shall be a ten year termination date. That is, the City Council will have to allow approximately ten years prior to the actual final termination.

Since the contract is worded so that we will have this franchisee for at least ten years, I suggest that the City Council look at it very carefully, as did the Ordinance Committee.

Michael Warren
Michael Warren
City Administrator

MW/bjm

type

MEMO TO: Mike Warren, City Administrator
FROM: Rick Faus, City Attorney
DATE: May 26, 1981
SUBJECT: Garbage Franchise Amending Ordinance

The amending ordinance for the garbage franchise which has been under review for some time now is ready for presentation to the Council at its regular meeting on June 1, 1981.

The Newberg Garbage Service has requested three changes which are reflected in this final draft of the ordinance which is attached. This final draft, with the three changes, will be presented one last time to the Ordinance Committee at its meeting on June 1, 1981 at 7:00 A.M. at J's Restaurant.

RDF:fj

MEMORANDUM

May 26, 1981

RE: Conversation with Marvin Schneider of the Garbage Franchise
May 21, 1981 from 9:30 to 10:15 A.M.

After discussion of a number of points on the amender, it came down to desiring three changes on the amending ordinance to reintroduce in the definition of recyclable materials in Section 1 the following definition:

Any materials that are collected for further processing to save energy and/or raw materials or transfer to another party for such processing.

This is on page two of the example.

Section 6 to add a subparagraph 3 which reads as follows:

3. The Grantee may subcontract with others to provide a portion of the service where grantee does not have the necessary equipment or service. Such a subcontract shall not relieve the Grantee of total responsibility for providing and maintaining service and from compliance with this ordinance.

The rationale in that is clear and I indicated that I thought that this is an ability that he should have stated in the franchise. It is an ability that I believe he already has under the current terms but it would be best to spell it out in the franchise and I would recommend that it be included. This is on page 3 of the draft.

Page 4 of the draft, Section 8, bottom of the section, he desires to have the language: The Grantee shall provide drop box service by providing drop box to customers requesting such service within 24 hours of such request, deleted.

He provided a written statement to go with this material. The most important thing however, is that he will come to the Ordinance Committee meeting at 7:00 a.m. at J's Restaurant on June 1, 1981 to discuss these three changes in the final draft produced. Further, we indicated that he will submit in written form the approved receptacle descriptions per section 8 of the ordinance. I suggested this be in typewritten form and signed by he and the City Administrator, thereby that could be disseminated to anybody questioning the franchisee about what an approved receptacle was.

RDF:fj

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 1909, PASSED AND APPROVED JUNE 12, 1978, GRANTING NEWBERG GARBAGE SERVICE, INC., AN EXCLUSIVE FRANCHISE FOR THE HAULING OF GARBAGE AND REFUSE AND INCLUDING IN SAID FRANCHISE THE COLLECTION OF RECYCLABLE SOLID WASTES AND MATERIALS AND REGULATING SAID COLLECTION WITHIN THE CITY OF NEWBERG; MODIFYING THE TERM OF SAID FRANCHISE; PROVIDING PROCEDURES FOR SUPERVISION OF SAID FRANCHISE; AND DECLARING AN EMERGENCY.

WHEREAS, the Ordinance Committee of the Council of the City of Newberg and the City Administrator of the City of Newberg have reviewed Ordinance No. 1909 and have evaluated said ordinance and have recommended to the Council that it would be in the best interests of the City of Newberg that the franchise granted by Ordinance No. 1909 be amended to include recyclable materials and also be modified to make changes in the franchise term, in the procedures for supervision of said franchise and make other changes to said ordinance; and

WHEREAS, the City Council after having reviewed the recommendation of the said Committee and the City Administrator does find that it would be in the best interests of the City of Newberg that the Ordinance be so amended and that it would be in the best interests for the peace, health and safety of the people of the City of Newberg, as garbage collection is an essential activity in the City of Newberg, that an emergency be hereby declared to exist.

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

Section 1. That the title of Ordinance No. 1909, passed and approved June 12, 1978, as amended, shall be amended to read as follows:

An ordinance granting Newberg Garbage Service, Inc. an exclusive franchise for the hauling of garbage and refuse and collection of recyclable solid wastes and materials in the City of Newberg; regulating the collection of recyclable solid wastes in the City of Newberg, appealing Ordinance No. 1976 and declaring an emergency.

Section 2. That Section 1 of Ordinance No. 1909, passed and approved June 12, 1978, as amended, shall be amended to read as follows:

Section 1. Definitions

For the purpose of this ordinance the following words and phrases shall have the meaning respectively ascribed to them:

City - The City of Newberg, Oregon, a municipal corporation.

Grantee - Newberg Garbage Service, Inc., a corporation incorporated under the laws of the State of Oregon.

Garbage - Any broken ware, filth, house dirt, rubbish, debris, every refuse accumulation of animals, food or vegetable matter, liquid or otherwise, attended upon or resulting from preparation, use, cooking, dealing in, storing or handling of meat, fish, fowl, fruit or vegetables including but not restricted to combustible materials, and including recyclable materials which are deposited in, on or around containers furnished by the Grantee or the customer of Grantee for Grantee's use.

Gross' Revenue - Any revenue earned within the City by the Grantee for garbage and refuse collection after adjustment for the net write-off of uncollectible accounts annually, but excluding gross revenue from any recyclable materials.

Hauling for Hire - Any person transporting garbage not produced by that person.

Person - Any person or persons, firm or corporation or other legal entities.

Receptacle - A can of approved construction sufficient to receive the deposit of garbage that may accumulate on private premises. The can must be equipped with suitable handles, a tight fitting cover to exclude water and flies and must be able to hold the garbage without spilling, leaking or escaping of odors.

Recyclable Materials - Any materials that are collected for further processing to save energy and/or raw materials or transfer to another party for such processing.

Section 3. That Section 2 of Ordinance No. 1909, passed and approved June 12, 1978, as amended, shall be amended to read as follows:

Section 2. Purpose and Terms

The City hereby grants to Newberg Garbage Service, Inc., for a period of ten years from and after January 1, 1981 an exclusive franchise for the hauling and collection of garbage and refuse, recyclable materials and recyclable solid wastes in the City and disposal, recovery or sale thereof. The Council may terminate renewals of this franchise by resolution by the Council, however, unless so terminated prior to January 1st of each year, this franchise shall be renewed for a full term of ten years upon January 1st of each succeeding year. For other termination provisions see Section 11 of this ordinance. It shall be unlawful in the City for any person to haul for hire or collect garbage or refuse or collect or haul recyclable solid wastes or materials over the streets of the City unless they have first entered into a contract or franchise with the City for such services, it being the intention of this provision to grant an exclusive franchise for the collecting and hauling for hire of garbage and refuse and/or recyclable solid wastes and materials in the City to the Grantee.

No franchisee shall be required to collect waste oil or vegetable fats or scrap metal which is part of a junk or scrap business.

Section 4. That Section 3 of Ordinance No. 1909, passed and approved June 12, 1978, as amended, shall be amended to read as follows:

Section 3. Compensation to the City.

1. As compensation to the City for the franchise hereby granted, the Grantee shall pay to the City three percent (3%) of its gross annual revenue for local garbage collection service rendered within the City Limits for each calendar year during the life of this franchise beginning with the year 1981. As further compensation, the Grantee shall provide service to the City Hall, City Library, City Hospital, City Fire Station, City Garage and dump privileges at Grantee's dump at no cost to the City. As further compensation to the City for this franchise, as it relates to recyclable materials, Grantee shall pay to the City a flat fee of \$100. each calendar year for the first three years of this franchise subject to renegotiation after that period at the request of either party for an additional or lessor amount to be paid for the remaining years of the franchise.

2. On or before March 1 of each year during the term of this franchise, the Grantee shall file with the City a statement under oath showing the amount of gross revenue the Grantee received for services within the City for the calendar year

immediately preceding year in which the statement is filed. The annual franchise fee for the year in which the statement shall be computed on the gross revenue so reported. Such franchise fee shall be payable annually on or before March 1, beginning with the year 1982.

3. If controversy arises as to the amount of gross revenue within the meaning of this ordinance, the amount of such gross revenue as determined by audit by a certified public accountant shall be deemed the correct amount.

4. Any difference of payment due either the City or the Grantee through error or otherwise shall be payable within 15 days of discovery of such error.

5. Should the Grantee fail or neglect to pay any of said annual payment for 30 days after an annual payment shall become due and payable and after 30 days written notice from the City, the City by its properly constituted authority, may at it's option either continue this franchise in full force and effect and/or proceed by suit or action to collect payment, or declare a forfeiture of this franchise because of failure to make such payments, but without waiving the right to collect earned franchise payments.

Section 5. That Section 4 of Ordinance No. 1909, passed and approved June 12, 1978, as amended, shall be amended to read as follows:

Section 4. Service Rates.

The City expressly reserves the right to fully regulate and fix the rates for the service to be rendered hereunder by the Grantee to the end that such rates shall always be reasonable and in the public's interest. Rates shall be in a schedule form and adopted and amended by the City Council by resolution and attached to this ordinance as Appendix A. The rate schedule shall be executed and signed by the Mayor of the City, the City Administrator and an authorized representative of the Grantee.

Section 6. That Section 6 of Ordinance No. 1909, passed and approved June 12, 1978, as amended, shall be amended to read as follows:

Section 6. Renegotiation and Notice.

1. The City or the Grantee may request renegotiation of the franchise and/or rates to be charged under the franchise by giving notice in writing during any year that this franchise is in force. All notices given in connection with the franchise shall be in writing and delivered to the parties as follows, to the City through the City Administrator at City Hall and to the Grantee at it's office at 1119 N. Main Street, Newberg, Oregon.

2. Grantee may apply for interim relief or change in recycling services if the cost of disposal or other costs set by government or the cost of meeting government regulations increases substantially or recycling markets, materials or participation warrants a change.

3. The Grantee may subcontract with others to provide a portion of the service where grantee does not have the necessary equipment or service. Such a subcontract shall not relieve the Grantee of total responsibility for providing and maintaining service and from compliance with this ordinance.

Section 7. That Section 7 of Ordinance No. 1909, passed and approved June 12, 1978, as amended, shall be amended to read as follows:

Section 7. Accumulation of Garbage and/or interference with collection and receptacles is prohibited.

No person shall throw or deposit upon any public property within the City any garbage nor shall any garbage be allowed to accumulate or remain upon private premises within the City, except as herein provided. All garbage accumulating on private property shall be kept, while on such private premises, in a receptacle or

shall be removed therefrom before the same shall become a nuisance or offensive to others or detrimental to the public health or a fire hazard; and any person owning or occupying such private premises within the City are required to provide for the prompt and sanitary removal from time to time of such accumulation of garbage.

Solid wastes, garbage, rubbish and refuse place out for collection, whether or not source separated belongs to the franchisee. No person, firm, corporation or legal entity shall take or interfere with the collection of the named wastes and materials. No unauthorized persons shall deposit material or solid wastes in any container or drop box supplied by franchisee, nor remove the materials or wastes placed in the container box by any customer of franchisee.

Section 8. That Section 8 of Ordinance No. 1909, passed and approved June 12, 1978, as amended, shall be amended to read as follows:

Section 8. Receptacles.

The owner or occupant of any premises served by the Grantee shall provide an adequate receptacle for receiving and holding garbage that accumulates on said premises. The receptacle shall comply at all times with the requirements of the franchise and shall comply with the rules and regulations of the Grantee as approved by the City.

Section 9. That Section 11 of Ordinance No. 1909, passed and approved June 12, 1978, as amended, shall be amended to read as follows:

Section 11. Acceptance, Waiver, Repeal Supervision and Savings Clause.

1. The Grantee shall file with the Recorder of the City within 30 days after the passage of this ordinance its acceptance of this franchise and its waiver of any rights, obligations and claim it might have under Ordinance No. 1796 of the City. Ordinance No. 1796 is hereby repealed when the Grantee files the aforementioned acceptance.

2. Service provided under the franchise shall be under the supervision of the City Council. Grantee shall, at reasonable times, permit inspection of his facilities, equipment and personnel providing service.

A. The garbage collection and hauling service and recycling service is necessary for the peace, safety, health and welfare of the people of the City of Newberg. Therefore, failure by Grantee to comply with a written notice to provide necessary service or otherwise comply with the provisions of this ordinance after written notice and a reasonable opportunity to comply shall be grounds for modification, revocation or suspension of the franchise.

B. After written notice from the City Council that such grounds exist, the Grantee shall have 30 days from the date of mailing of the notice in which to comply or to request a public hearing before the City Council.

C. If the Grantee fails to comply within the specified time or fails to comply with the order of the City Council entered upon the basis of findings at the public hearing the City Council may suspend, modify or revoke the franchise or make such action contingent upon continued non-compliance.

D. At public hearing, the Grantee and other interested persons shall have an opportunity to present oral, written or documentary evidence to the City Council.

E. In the event that the City Council finds an immediate and serious danger to the public through creation of a health hazard, it may take action within a time specified in the notice to the Grantee and without a public hearing prior to taking such action.

3. The Grantee agrees as a condition to this franchise that whenever the City Council determines that the failure of service or threatened failure of service would result in creation of an immediate and serious health hazard or serious public nuisance, the Council may, after a minimum of 24 hours actual notice to Grantee and a public hearing if Grantee requests it, authorize another person to temporarily provide the service or to use and operate the land, facilities or equipment of the Grantee through leasing to provide emergency service. The Council shall return any seized property and business upon abatement of the actual or threatened interruption of service.

4. The Grantee shall not terminate service to all or a portion of its customers unless:

A. The street or road access is blocked and there is no alternate route and provided that the City of Newberg, Oregon, shall not be liable for any such blocking of access.

B. Excessive weather conditions render providing service unduly hazardous to persons providing service or such termination is caused by an act of God or a public enemy.

C. A customer has not paid for service provided after a regular billing and after a 7 day written notice to pay.

D. Any customer who is terminated hereunder shall be entitled to appeal the letter to the City Council, where both customer and Grantee will be entitled to be heard.

5. Any findings by any court of competent jurisdiction that any portion of this ordinance is unconstitutional or invalid shall not invalidate any other provision of this ordinance.

Section 10. That Section 12 of Ordinance No. 1909, passed and approved June 12, 1978, as amended, shall be amended to read as follows:

Section 12. Emergency Clause.

The regular picking up of garbage and recycling service and the supplying of garbage and recycling service to the people of the City is necessary for the peace, health, and safety of the people of the City of Newberg, therefore, an emergency is hereby declared to exist. This ordinance shall be in full force and effect after its passage and upon its acceptance by Grantee as of June 30, 1981.

PASSED by the Council this _____ day of _____, 1981 by the following votes:

Ayes:

Nays:

Absent:

Arvilla Page - Recorder

APPROVED by the Mayor this _____ day of _____, 1981.

Elvern Hall - Mayor

ACCEPTANCE OF ORDINANCE NO.

The foregoing exclusive franchise amendment as authorized by Ordinance No. 1909 is hereby accepted by the Newberg Garbage Service, Inc. All rights and obligations and claims that Newberg Garbage Service, Inc. may have under Ordinance are hereby specifically and finally waived.

This _____ day of _____, 1981, Newberg Garbage Service, Inc. by:

Secretary - Treasurer

STATE OF OREGON)
) ss.
County of Yamhill)

A.D., 1981

Personally appeared _____, who being duly sworn, did say that he is the secretary-treasurer of Newberg Garbage Service, Inc. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My Commission Expires: _____