



**CITY COUNCIL AGENDA  
SEPTEMBER 16, 2013  
7:00 P.M. MEETING  
PUBLIC SAFETY BUILDING TRAINING ROOM (401 EAST THIRD STREET)**

**I. CALL MEETING TO ORDER**

**II. ROLL CALL**

**III. PLEDGE OF ALLEGIANCE**

**IV. CITY MANAGER'S REPORT**

**V. PUBLIC COMMENTS**

(30 minutes maximum, which may be extended at the Mayor's discretion, with an opportunity to speak for no more than 5 minutes per speaker allowed)

**VI. CONSENT CALENDAR**

1. Consider a motion adopting **Resolution No. 2013-3076** approving the appointment of Jodie Hoogendam as the Public Works-Maintenance Department Secretary. (Pgs. 3-4)
2. Consider a motion adopting **Resolution No. 2013-3077** approving the appointment of Amy Rockwell as a Library Shelver. (Pgs. 5-6)
3. Consider a motion adopting **Resolution No. 2013-3081** approving the appointment of Andrew Shepherd as the Operator II in the Public Works Operations Department. (Pgs. 7-8)

**VII. PUBLIC HEARINGS**

Consider a motion adopting **Ordinance No. 2013-2763** amending the Newberg Development Code adopting a new Zone Use Table. (Pgs. 9-20)  
**(Legislative Hearing – 2<sup>nd</sup> Reading)**

**VIII. NEW BUSINESS**

1. Consider a motion adopting **Resolution No. 2013-3078** authorizing the city manager pro tem to enter into an Intergovernmental Agreement with Chehalem Park and Recreation District for the management of the Newberg Cultural District. (Pgs. 21-30)
2. Consider a motion adopting **Resolution No. 2013-3079** appointing Truman Stone as the City Attorney. (Pgs. 31-46)

The Mayor reserves the right to change the order of items to be considered by the Council at their meeting. No new items will be heard after 11:00 p.m., unless approved by the Council.

3. Consider a motion accepting the Chehalem Valley Visitor Information Center 2012-2013 Fourth Quarterly Report. (Pgs. 47-50)

## **IX. COUNCIL BUSINESS**

1. Discussion on the Utility Billing Policies. (Pgs. 51-71)
2. Discussion on the City Manager Recruitment Subcommittee.

## **X. ADJOURNMENT**

*ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify the City Recorder's Office of any special physical or language accommodations you may need as far in advance of the meeting as possible and no later than 48 business hours prior to the meeting. To request these arrangements, please contact the City Recorder at (503) 537-1283. For TTY services please dial 711.*

**Council accepts comments on agenda items during the meeting. Fill out a form identifying the item you wish to speak on prior to the agenda item beginning and turn it into the City Recorder. The exception is land use hearings, which requires a specific public hearing process. The City Council asks written testimony be submitted to the City Recorder before 4:30 p.m. on the preceding Wednesday. Written testimony submitted after that will be brought before the Council on the night of the meeting for consideration and a vote to accept or not accept it into the record.**

The Mayor reserves the right to change the order of items to be considered by the Council at their meeting. No new items will be heard after 11:00 p.m., unless approved by the Council.

# REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 16, 2013

Order \_\_\_      Ordinance \_\_\_      Resolution XX      Motion \_\_\_      Information \_\_\_  
No.              No.              No. 2013-3076

**SUBJECT: Approval to appoint Jodie Hoogendam as a part-time Secretary in the Public Works-Maintenance Department.**

Contact Person (Preparer) for this Motion: Russ Thomas, PWM Superintendent  
Dept.: Public Works  
File No.:

## RECOMMENDATION:

Adopt Resolution No. 2013-3076 approving the appointment of Jodie Hoogendam as a part-time Secretary in the Public Works-Maintenance Department.

## EXECUTIVE SUMMARY:

The Public Works-Maintenance Department has been without a Secretary since it was vacated when Brittney Jefferies accepted the Public Information position in July of 2013. This position works with, and under the direct supervision of the Public Works Superintendent. Filling this position will allow the department to work at full capacity, removing the requirement of the Superintendent and Public Works Supervisor to also perform secretarial duties for the Public Works Maintenance Division.

The City Charter, Chapter VIII, Section 34 (h) provides that the Manager Pro Tem “has the authority and duties of manager, except that a Manager Pro Tem may appoint or remove employees only with council approval”.

The Assistant City Manager Lee Elliott and Public Works Maintenance Superintendent Russ Thomas reviewed the material and approve the hire of Jodie Hoogendam as a part-time Secretary in the Public Works-Maintenance Department.

The appointment is submitted to the Council for their approval pursuant to the City Charter as stated above.

## FISCAL IMPACT:

Compensation for this position was budgeted in the 2013/2014 Budget under account Nos. 02-5120.420, 06-5132.240, 07-5142.420, and 17-5170.420.

## STRATEGIC ASSESSMENT:

Filling this position will allow the Public Works Maintenance Division Supervisor and the Public Works Maintenance Division Superintendent to resume their supervisory responsibilities, and for the division to meet its clerical needs to be able to operate in a highly efficient and effective manner for the city and its citizens.



## RESOLUTION No. 2013-3076

---

---

**A RESOLUTION APPROVING THE APPOINTMENT OF APPOINT JODIE  
HOOGENDAM AS A PART-TIME SECRETARY IN THE PUBLIC WORKS-  
MAINTENANCE DEPARTMENT**

---

---

### RECITALS:

1. Reason for Vacancy: The position has been vacant due to the transfer to another city position by the previous PWM Secretary in July 2013.
2. Posting: A job advertisement was posted within the city on the City of Newberg website and advertised in the Newberg Graphic in print and online. It opened June 28, 2013, and closed July 12, 2013.
3. Number of Applications: 12.
4. Recommendation: The Public Works Superintendent recommends Jodi Hoogendam for the position.
5. Funding: Position funding is within the budget.
6. Manager Pro Tem Appointment: Assistant City Manager Lee Elliott was appointed Manager Pro Tem on August 26, 2013, by the City Council. He reviewed the material and appoints Jodie Hoogendam subject to Council approval. The City Charter, Chapter VIII, Section 34 (h) provides that the Manager Pro Tem “has the authority and duties of manager, except that a Manager Pro Tem may appoint or remove employees only with council approval”.

### THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

The City Council approves the appointment by the Assistant City Manager of Jodi Hoogendam as a part-time Secretary for the Public Works Maintenance Department.

- **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: September 17, 2013.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 16<sup>th</sup> day of September, 2013.

---

Norma I. Alley, MMC, City Recorder

**ATTEST** by the Mayor this 19<sup>th</sup> day of September, 2013.

---

Bob Andrews, Mayor

# REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 16, 2013

Order ___ No.	Ordinance ___ No.	Resolution <u>XX</u> No. 2013-3077	Motion ___	Information ___
------------------	----------------------	---------------------------------------	------------	-----------------

**SUBJECT: Approving the appointment of Amy Rockwell as a limited part-time Library Shelver at the Library.**

Contact Person (Preparer) for this Motion: Leah M. Griffith, Library Director  
Dept.: Library  
File No.:

## RECOMMENDATION:

Adopt Resolution No. 2013-3077 approving the appointment of Amy Rockwell as a limited part-time Library Shelver at the Newberg Public Library.

## EXECUTIVE SUMMARY:

The Library has been without a Shelver since August 20, 2013. This position works in the Circulation Division under the supervision of the Circulation Manager and is responsible for reshelving and checking in library material, an important step in the library's processes. There were 34 applicants for the position.

The City Charter, Chapter VIII, Section 34 (h) provides that the Manager Pro Tem "has the authority and duties of manager, except that a Manager Pro Tem may appoint or remove employees only with council approval".

The Assistant City Manager Lee Elliott and Library Director Leah Griffith reviewed the material and approve the hire of Amy Rockwell as the limited part-time Library Shelver.

This appointment is submitted to the Council for their approval pursuant to the City Charter as state above.

## FISCAL IMPACT:

Compensation for this position was budgeted in the 2013/14 Budget under account No. 01-3120.

## STRATEGIC ASSESSMENT:

Filling this position will allow the Library to resume its level of service to the community.



## RESOLUTION No. 2013-3077

---

---

**A RESOLUTION APPROVING THE APPOINTMENT OF AMY ROCKWELL  
AS A LIMITED PART-TIME LIBRARY SHELVER WITH THE LIBRARY**

---

---

### RECITALS:

1. Reason for Vacancy: The position became vacant on August 17, 2013 due to resignation of the incumbent.
2. Posting: A job advertisement was posted on the City of Newberg website and in the Newberg Graphic. It opened July 18, 2013, and closed August 2, 2013.
3. Recommendation: The Library Director recommends Amy Rockwell for the position.
4. Funding: Position funding is within the budget.
5. Manager Pro Tem Appointment: Assistant City Manager Lee Elliott was appointed Manager Pro Tem on August 26, 2013, by the City Council. He reviewed the material and appoints Amy Rockwell subject to Council approval. The City Charter, Chapter VIII, Section 34 (h) provides that the Manager Pro Tem “has the authority and duties of manager, except that a Manager Pro Tem may appoint or remove employees only with council approval”.

### THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

The City Council approves the appointment by the Assistant City Manager of Amy Rockwell as a limited part-time Library Shelver for the Newberg Public Library.

- **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: September 17, 2013.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 16<sup>th</sup> day of September, 2013.

\_\_\_\_\_  
Norma I. Alley, MMC, City Recorder

**ATTEST** by the Mayor this 19<sup>th</sup> day of September, 2013.

\_\_\_\_\_  
Bob Andrews, Mayor

# REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 16, 2013

Order ___ No.	Ordinance ___ No.	Resolution <u>XX</u> No. 2013-3081	Motion ___	Information ___
------------------	----------------------	---------------------------------------	------------	-----------------

**SUBJECT: Approval to appoint Andrew Shepherd as a full-time Operator II in the Public Works Operations Department.**

Contact Person (Preparer) for this Motion: Dawn Wilson, H/R Manager  
Dept.: Administration  
File No.:

## RECOMMENDATION:

Adopt Resolution No. 2013-3081 approving the appointment of Andrew Shepherd as a full-time Public Works Operator II.

## EXECUTIVE SUMMARY:

The Public Works Operations Department has been given notice from the Operator II incumbent Todd Harlow. Todd's last day of employment will be September 26, 2013. In order to maintain continuity of services, fulfillment of this position, without interruption of any vacancy of the position, is requested. The recruitment process has already been conducted and an internal applicant has been selected. That applicant is being recommended for hire, which is Andrew Shepherd effective September 27, 2013.

This hire for Andrew Shepherd is essentially a promotion from Operator I.

The City Charter, Chapter VIII, Section 34 (h) provides that the Manager Pro Tem "has the authority and duties of manager, except that a Manager Pro Tem may appoint or remove employees only with council approval".

The Assistant City Manager Lee Elliott and Interim Public Works Operations Supervisor Russ Reed reviewed the material and approve the hire of Andrew Shepherd as a full-time Operator II in the Public Works Operations Department.

The appointment is submitted to the Council for their approval pursuant to the City Charter as stated above.

## FISCAL IMPACT:

Compensation for this position was budgeted in the 2013/2014 Budget under account No. 06-5131-431.

## STRATEGIC ASSESSMENT:

Filling this position will allow the Interim Public Works Operators Division Supervisor to resume his supervisory responsibilities by not having to fill-in and for the division to meet its Operator II needs to be able to continue operating the treatment plant in a highly efficient and effective manner for the city and its citizens.



## RESOLUTION No. 2013-3081

---

---

**A RESOLUTION APPROVING THE APPOINTMENT OF APPOINT  
ANDREW SHEPHERD AS A FULL-TIME OPERATOR II IN THE PUBLIC  
WORKS OPERATIONS DEPARTMENT**

---

---

### RECITALS:

1. Reason for Hire: The position will become vacant September 26, 2013, due to the resignation of the incumbent Operator II.
2. Posting: A job advertisement was posted internally within the City of Newberg. It opened August 15, 2013, and closed August 22, 2013.
3. Number of Applications: 1.
4. Recommendation: The Interim Public Works Operations Supervisor recommends Andrew Shepherd for the position to be hired effective September 27, 2013, which is essentially a promotion from Operator I.
5. Funding: Position funding is within the budget.
6. Manager Pro Tem Appointment: Assistant City Manager Lee Elliott was appointed Manager Pro Tem on August 26, 2013, by the City Council. He reviewed the material and appoints Andrew Shepherd subject to Council approval. The City Charter, Chapter VIII, Section 34 (h) provides that the Manager Pro Tem “has the authority and duties of manager, except that a Manager Pro Tem may appoint or remove employees only with council approval”.

### THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

The City Council approves the appointment by the Assistant City Manager of Andrew Shepherd as a full-time Operator II for the Public Works Operations Department.

- **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: September 17, 2013.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 16<sup>th</sup> day of September, 2013.

\_\_\_\_\_  
Norma I. Alley, MMC, City Recorder

**ATTEST** by the Mayor this 19<sup>th</sup> day of September, 2013.

\_\_\_\_\_  
Bob Andrews, Mayor

# REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 16, 2013

Order \_\_\_ Ordinance XX Resolution \_\_\_ Motion \_\_\_ Information \_\_\_  
No. No. 2013-2763 No.

SUBJECT: Amendment to create a new Zoning Use Table

Contact Person (Preparer) for this Motion: Barton Brierley  
Dept.: Planning and Building  
File No.: DCA-12-002

HEARING TYPE:  LEGISLATIVE  QUASI-JUDICIAL  NOT APPLICABLE  
2<sup>nd</sup> Reading – Bring information from the August 19, 2013, Public Hearing

**\*\*NOTE: The City Council has closed public testimony for this item\*\***

The City Council held a hearing on August 19, 2013, to consider Ordinance No. 2013-2763, amending the Zoning Use Table. The Council voted to hold a second reading on September 16, 2013. The Council left the written record open for one week for additional testimony. Two written comments were submitted during that time. In addition, the Council asked staff to respond to a question from Mrs. Greller. That response is attached.

Attachments:

1. Letter from Nina Boe, August 22, 2013
2. Letter from John and Jane Greller, August 26, 2013
3. Staff Response to Ms. Greller

RECEIVED

AUG 22 2013

Attachment "1" to  
Ordinance No. 2013-2763 RCA

Initial: \_\_\_\_\_

Nina Boe  
412 Natalie Dr.  
Newberg, OR 97132  
August 22, 2013

Newberg City Council  
Re: Ordinance No. 2013-2763

Councilors,

The proposed code considers an industrial zone with several owners as equal in importance to an R-1 zone with hundreds of owners (15.302.032). If that is true, then it would be consistent with your code to give equal consideration to the wishes of those few industrial owners when the developers they support adjacent to their property ask for conditions that will adversely affect the future of the property of the hundreds of owners in the R-1 zone. You could reason that you should support those developers because what they propose for their area would help you meet your most prominent goal of providing affordable new housing in Newberg in another area.

Right now your code implies that because the majority of property owners who actually live in Newberg are most important, they deserve the most consideration in decisions affecting the future development (15.304.010). You are being asked to change the wording to match the decisions the Planning Department has already made and plans to make which clearly do not consider the continuity, atmosphere or future life quality of the existing R-1 property owners.

The consequence of district-wide lot size averaging of the R-1 zones in Newberg (15.302.032) will be to change the description of the existing R-1 neighborhoods from "low density" to "medium density" due to the addition of larger lots into the R-1 zone. Then, with the permission granted to reduce the lot sizes and group old R-1 in with new medium density, most new developments will be low-cost housing. Who would build a home on a 7500sf lot when he couldn't assure a buyer that homes to be built next door, also in an R-1 zone, would be similar? Presently, one development is planned which could allow a row of 900sf homes adjacent to much larger, higher quality homes. Many more medium and high density developments will follow around existing demoted R-1 neighborhoods when the coming large planned communities are the only places where the newly-described "low density" lots exist.

Will this consequence of surrounding the existing neighborhoods with low-cost housing preserve the beauty and happiness of Newberg? There are already examples of unkempt low-cost homes in Newberg. That is why you are being asked to support the building of newer, more affordable low-cost homes. Is the solution then to turn the nicer neighborhoods on the north side of town into the kind of neighborhoods found on the south side? Do we want the larger homes in the existing R-1 neighborhoods to be reduced to affordable housing because they are bombarded with daily traffic from the emptying nearby medium density developments (contrary to the Comprehensive Plan's p.26 location policies)?

Where is the plan for new development that preserves our current, beautiful neighborhoods? Can't we as a city plan our community the way developers plan their communities? Let's arrange the future zones so that developers will have to route high density housing traffic onto larger streets that

don't have frontage where children play. Let's assure buyers that their new homes will continue to be in the type of neighborhood they moved into.

Please reject the proposed amendment of the code which would average the R-1 lot sizes throughout the district. Please 1) Require the Newberg code to specify a true minimum lot size in the R-1 zone and 2) Include 7500sf lots in the category of "low density" as they have always been. Show that you are listening to the hundreds of homeowners who do not want to live next door to or be surrounded by more dense neighborhoods.

In answer to the question of why the Planning Department changed the words, "15.304.010 Description and purpose. The R-1 low density residential district is intended for low density, urban single-family residential and planned unit development uses. A stable and healthful environment, together with the full range of urban services, makes this the most important land use of the community," Barton Brierley's comparison of the zones to the parts of the body was not accurately made. The head is infinitely more important than the rest of the body. I submit that the zone containing the most high-tax-paying homeowners in Newberg should be given priority consideration when it comes to development.

Thank you for your consideration,



Nina Boe

COMMENTS ON THE CITY OF NEWBERG ORDINANCE 2013-2763  
August 26, 2013, submitted into the public record  
John and Jane Greller, residents of Newberg

RECEIVED

AUG 26 2013

We ask that you postpone a decision on Ordinance 2013-2763 until we have an opportunity to testify before this Council on our experience with the proposed Terrace Estates subdivision.

Initial: @3i5  
5 pages

This process has been so confusing, labor intensive, conflicting, convoluted, and exhausting, that ***there is a problem.***

We are frustrated by a process that has not helped us, but rather thwarted our efforts to get answers to questions. We are distrustful of a system that seems to not be serving the citizens it should represent and protect. We question the integrity of the process, right down to the core of the Comprehensive Plan.

Section 25 in the draft of this ordinance is an example that seems to **obfuscate** this part of the proposed code change. This would be similar to our experience in trying to understand the language and figures in the code, density tables, and the comprehensive plan.

- Is Section 25 an "addition" to the Newberg Municipal Code?
- If so, what section of the Newberg Municipal Code? Why is that section not identified?
- If not an "addition" to the code, why is this entire section not double underlined? We assumed this section was already in the existing code.
- Is this "Section 25" in the existing code?
- Why is the Council being asked to approve what appears to be a Measure 37- like provision?
- Who in the planning process introduced this Section 25 into the proposed changes?
- Who will benefit in the next five years if this language is added to the code?

As you consider repealing the language of the R-1 Low Density Residential district no longer being “the most important land use in the City of Newberg”, please put that **density limit *figure of 8.7*** into the zoning table.

- Is this R-1 or R-2?

Postponing your decision on this ordinance would demonstrate to citizens like us that you trust and value the process.

## ATTACHMENTS

1. City of Newberg: Ordinance No. 2013-2763, page 61 of draft
2. Proposed Zoning Use Table, page 165, Agenda packet

Attachment "2" to  
Ordinance No. 2013-2763, RCA  
Exhibit "A" to  
Ordinance 2013-2763

Any person, firm, corporation or association desiring to keep or maintain within the corporate limits of the city any wild or domestic fowl, wild or domestic animals, cats and dogs excepted, or any honeybees, shall apply for a permit from the police department, who shall make an investigation and issue the said permit. Any permit issued may be revoked at any time, either by the police department or by the city council, whenever it shall be made to appear that the maintenance of said fowl, animals or bees interferes with the rights of others in the enjoyment of their property, peace, health and safety. Permits only shall be issued for properties zoned R-1, R-2, or AR.

**SECTION 22: The following shall be added as NMC 6.05.055**

**6.05.055 Hobby kennel.** Any resident desiring to keep or maintain a hobby kennel shall apply for a permit from the police department. The police department shall investigate the suitability of the premises for the kennel, and if found suitable shall issue said permit. Any permit issued may be revoked at any time, either by the police department or by the city council, whenever it shall be made to appear that the maintenance of said hobby kennel interferes with the rights of others in the enjoyment of their property, peace, health and safety.

**SECTION 23: The following shall be added as NMC 6.10.115**

**6.10.115 Hobby kennel.** Any person wishing to keep four or more adult dogs at a residence shall first obtain a permit for a hobby kennel under NMC 6.05.055.

**SECTION 24: The following shall be added as NMC 8.15.052:**

**8.15.052 Disposition of human remains**

No person shall inter human remains except within a cemetery approved for that purpose.

**SECTION 25: Grace period for previously permitted or conditional uses.** Where an applicant demonstrates that a particular use was a permitted or conditional use on a specific property immediately prior to adoption of this ordinance, but that the use is no longer either a permitted or conditional use on that property due to this ordinance, the applicant may establish the use as either a permitted or conditional use, as provided in the prior code, provided the use is legally commenced prior to January 1, 2018.

Newberg Development Code - Zoning Use Table Revision

7/24/2013

#	Use	R-1	R-2	R-3	R-4	RP	C-1	C-2	C-3	C-4	M-1	M-2	M-3	M-4	M-4-C	CF	I	AR	AI	Notes and Special Use Standards
100	AGRICULTURAL USES																			
	Def: Horticulture	P	P	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	P(1)	
	Def: Livestock and poultry farming	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
	Def: Home gardening	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Def: Home livestock and poultry raising	S	S															S		Title 6
200	RESIDENTIAL USES																			
	Def: Dwelling, single-family detached	P(2)	P	P(3)		P		C(4)	C(5)								P	P(6)		Subject to density limits of 15.405.010(B)
	Def: Dwelling, single-family attached	S(2)	S	S(3)		S		C(4)	C(5)								P	P(6)		15.415.050: Subject to density limits of 15.405.010(B)
	Def: Manufactured home on individual lot	S(2)	S	S(3)	P(7)	S												P(6)		15.445.050 - 15.445.070: Subject to density limits of 15.405.010(B)
	Def: Manufactured dwelling park	S	S	S	S															15.445.075 - 15.445.160
	Def: Mobile home park	S	S	S	S															15.445.075 - 15.445.160
	Def: Manufactured home subdivision	S	S	S	S															Subject to density limits of 15.405.010(B)
	Def: Dwelling, two-family (duplex)	P(2)	P	P	C	P		C(4)	/C(5)								P			Subject to density limits of 15.405.010(B)
	Def: Dwelling, multifamily	C	P	P	C	P		C(4)	/C(5)								P			Subject to density limits of 15.405.010(B)
	Def: Dwelling, accessory	C	S	S	S												S			15.445 Article V.
	Def: Dwelling, mixed-use						P(9)	P(10)	/C(5)	P(8)	P(11)	C	C							Limited to one per lot, and allowed whenever the use requires the on-site residence of such person.
	Def: Dwelling, caretaker										P	P	P	C						
	Def: Dormitory		C	P		P														
	Def: Home occupation (No more than one home occupation (No more than one outside paid employee)	S	S	S(13)	S	S	S(13)	S	S	S(13)	15.415.060									
	Def: Home occupation (More than one outside paid employee)	C	C	C(13)	C	C	C(13)	C	C	C(13)	15.415.060									
300	INSTITUTIONAL AND PUBLIC USES																			
310	INSTITUTIONAL CARE AND HOUSING																			
	Def: Family child care home	P	P	P(13)	P(13)	P	P(13)	P(13)	P(13)	P(13)							P	P(13)		ORS 657A
	Def: Day care	P	P	P	C	P	P	P	P		C	C	C	C	P		P		P(14)	ORS 657A
	Def: Residential care home (5 or fewer people)	P	P	P(13)	P(13)	P	P(13)	P(13)	P(13)	P(13)							P	P(13)		ORS 197.665
	Def: Residential care facility (6-15 people)	C	P	P	C	P	C	C	C								P			ORS 197.665
	Def: Group care facility (16+ people)	C	C	C	C	C	C	C	C								P			
	Def: Hospital	C	C	C	C	C	C	C	C								P			
	Def: Prison										C	C	C	C						
320	ASSEMBLY																			
	Def: Religious institution, place of worship	P	P	P	P	P	P	P	P	P	P(29)						P			
	Def: Private club, lodge, meeting hall			C	C												P			
330	SCHOOLS																			

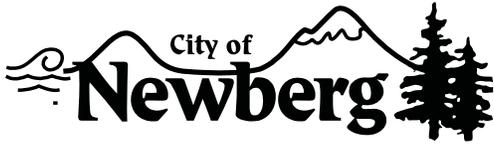
Key:  
 P: Permitted use  
 C: Conditional use - requires a conditional use permit

S: Special use - use requires a special use permit  
 X: Prohibited use

(#): See notes for limitations

ATTACHMENT 2

\*there are limits



August 23, 2013

Jane Greller  
Via e-mail [janeogrell@hotmail.com](mailto:janeogrell@hotmail.com)

Dear Mrs. Greller:

**Subject: Response to your question regarding residential densities**

At the August 19, 2013 City Council hearing regarding updates to the zoning use table, you asked questions regarding residential densities. I am happy to share with you answers to your questions. Please note that the proposed changes to the zoning use table do not change the densities or minimum lot sizes allowed in the zones.

In brief, you asked what are the target density and the maximum density in the R-1 zone. The target density is 4.4 dwelling units per gross buildable acre (or 5.9 dwelling units per net buildable acre). The maximum density is 6.5 dwelling unit per gross buildable acre<sup>1</sup> (or 8.7 dwelling units per net buildable acre).

You also asked for definitions of terms, explanations of the formulas used to determine these densities, and similar information for the R-2 and R-3 zones. Below are detailed responses to these questions.

“Density” is a term that is used to denote the number of dwelling units in a particular area of land. A dwelling unit is an independent living unit for one family or group of people. It can be a house, an apartment unit, or one side of a duplex. For example, a fourplex would be four dwelling units, and a duplex would be two dwelling units.

Density is expressed either as “gross density” or “net density.” “Gross density” is the number of dwelling units in a given area of land before land is deducted for streets, utilities, and similar features. This is usually expressed in terms of the number of dwelling units per gross buildable acre (though it also can be expressed in square feet). “Net density” is the number of dwelling units in a given area of land after land is deducted for streets, utilities, and similar features. Net density is usually expressed in terms of the number of square feet per dwelling unit (though it also can be expressed in acres).

For planning purposes, we estimate that 1.0 gross buildable acre yields about 0.75 net buildable acres, because about 25% of the land is used for roads, sidewalks, utilities, etc. This amount can vary on individual projects which may require more or less right-of-way (or even none).

---

<sup>1</sup> This is based on a planning level assumption that 25 percent of the tract would need to be dedicated for right-of-way, utilities, or similar features. The actual maximum density could be lower or higher if more or less dedications are required. If no such dedications are required, which would be unusual, the maximum density is 8.7 dwelling units per gross buildable acre.

Other terms that will help in understanding this concept are:

“Target density” or “planned density”: This is the density the community is planning on being provided on a certain area of land. In order to achieve the target or planned density, the average density of residential development in that district needs to be this density.

“Maximum density” or “density limit”: This is the highest density that is allowed on a certain tract of land. This is usually expressed in terms of minimum lot size or minimum square feet per dwelling unit, though it can be expressed as maximum dwelling units per acre.

“Minimum density”: This is the lowest density that is allowed on a certain tract of land. This is usually expressed in terms of maximum lot size or maximum square feet per dwelling unit, though it can be expressed as minimum dwelling units per acre.

Put in simple terms, the “minimum density” is the floor, the “maximum density” is the ceiling, and the “target density” is close to the middle.

The Newberg Comprehensive Plan establishes three main residential density categories: low density, medium density, and high density. It also establishes target densities for each of those classifications. The following is taken from Section I.1.b of the Newberg Comprehensive Plan:

*Target densities shall be as follows:*

<u>Classification</u>	<u>Units Per Gross Acre*</u>
<i>Urban Low Density</i>	4.4
<i>Urban Medium Density</i>	9
<i>Urban High Density</i>	16.5
<i>*Includes a 25 percent allowance for streets, walkways and other right-of-ways, utilities, small open spaces, preservation of resources, and similar features.</i>	
<b>[bold added]</b>	

The Newberg City Council established these target densities in 2005 along with forecasts of housing needs through 2025 and 2040 at these target densities. The target density for low density residential has remained at 4.4 units per gross acre since the adoption of the 1979 comprehensive plan. In 2005 the medium residential density was adjusted from 8.8 to 9, and the high density was adjusted from 21.8 to 16.5.

The Newberg Development Code establishes maximum densities or density limits as follows:

*15.405.010 Lot area – Lot areas per dwelling unit.*

*A. In the following districts, each lot or development site shall have an area as shown below except as otherwise permitted by this code:*

*1. In the R-1 district, each lot or development site shall have a minimum area of 5,000 square feet or as may be established by a subdistrict. The average size of lots in a subdivision intended for single-family development shall not exceed 10,000 square feet.*

*2. In the R-2, R-3, and RP districts, each lot or development site shall have a minimum area of 3,000 square feet or as may be established by a subdistrict. In the R-2 and R-P districts, the average size of lots in a subdivision intended for single-family development shall not exceed 5,000 square feet.*

*\* \* \**

*B. Lot or Development Site Area per Dwelling Unit.*

*1. In the R-1 district, there shall be a minimum of 5,000 square feet per dwelling unit.*

*2. In the R-2, AR, and R-P districts, there shall be a minimum of 3,000 square feet of lot or development site area per dwelling unit. In the R-2 and R-P districts, lots or development sites in excess of 15,000 square feet used for multiple single-family, duplex or multiple-family dwellings shall be developed at a minimum of one dwelling per 5,000 square feet lot area.*

*3. In the R-3 district, there shall be a minimum of 1,500 square feet of lot or development site area per dwelling unit. Lots or development sites in excess of 15,000 square feet used for multiple single-family, duplex or multiple-family dwellings shall be developed at a minimum of one dwelling per 2,500 square feet lot area.*

*C. In calculating lot area for this section, lot area does not include land within public or private streets. In calculating lot area for maximum lot area/minimum density requirements, lot area does not include land within stream corridors, land reserved for public parks or open spaces, commons buildings, land for preservation of natural, scenic, or historic resources, land on slopes exceeding 15 percent or for avoidance of identified natural hazards, land in shared access easements, public walkways, or entirely used for utilities, land held in reserve in accordance with a future development plan, or land for uses not appurtenant to the residence.*

*D. Lot size averaging is allowed for any subdivision. Some lots may be under the minimum lot size required in the zone where the subdivision is located, as long as the average size of all lots is at least the minimum lot size. [Ord. 2730 § 1 (Exh. A (2)), 10-18-10; Ord. 2720 § 1(14), 11-2-09; Ord. 2647, 6-5-06; Ord. 2564, 4-15-02; Ord. 2507, 3-1-99; Ord. 2451, 12-2-96. Code 2001 § 151.565.] [bold added]*

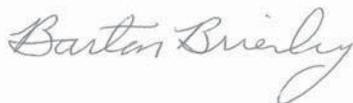
These most recently were amended in 2010.

The table below summarizes this information for each comprehensive plan district and zone, and shows the source or formula from which these were derived.

Comprehensive Plan District/Zoning District	Expressed as	Low Density/R-1	Medium Density/R-2	High Density/R-3	Source/Formula
<b>Target/Planned Density</b>	units per gross buildable acre	4.4	9.0	16.5	Newberg Comprehensive Plan
	units per net buildable acre	5.9	12.0	22.0	Units per gross buildable acre/75%
	average square feet lot area per unit	7,425	3,630	1,980	43,560 sf/acre divided by units per net buildable acre
<b>Maximum Density</b>	units per gross buildable acre	Typically 6.5, but could be more or less depending on dedication requirements, in no case more than 8.7	Typically 10.9, but could be more or less, depending on dedication requirements, in no case more than 14.5	Typically 21.8, but could be more or less, depending on dedication requirements, in no case more than 29.0	Units per net buildable acre x 75%
	units per net buildable acre	8.7	14.5	29.0	43,560 sf/acre divided by average square feet lot area per unit buildable acre
	average square feet lot area per unit	5,000	3,000	1,500	Newberg Development Code

I hope this information, along with several previous e-mails I have sent you on this subject, answers your questions. If you would like additional information, I suggest we talk on the phone or meet in person.

Sincerely,



Barton Brierley, AICP  
Planning and Building Director

Z:\FILES.DCA\DCA-12-002 Zoning Use Table\Greller Density Response.doc

# *REQUEST FOR COUNCIL ACTION*

**DATE ACTION REQUESTED: September 16, 2013**

<b>Order</b> ___	<b>Ordinance</b> ___	<b>Resolution</b> <u>XX</u>	<b>Motion</b> ___	<b>Information</b> ___
<b>No.</b>	<b>No.</b>	<b>No. 2013-3078</b>		

**SUBJECT: Authorizing the city manager pro tem to enter into an Intergovernmental Agreement between the City of Newberg and the Chehalem Park and Recreation District for the management of the Newberg Cultural District.**

**Contact Person (Preparer) for this Motion:** Leah M. Griffith, Liaison to the Newberg Cultural District/Library Director  
**Dept.:** Library/Administration  
**File No.:**

**RECOMMENDATION:** Adopt Resolution No. 2013-3078 authorizing the city manager pro tem to enter into an Intergovernmental Agreement (IGA) between the City of Newberg and the Chehalem Park and Recreation District (CPRD) for the management of the Newberg Cultural District.

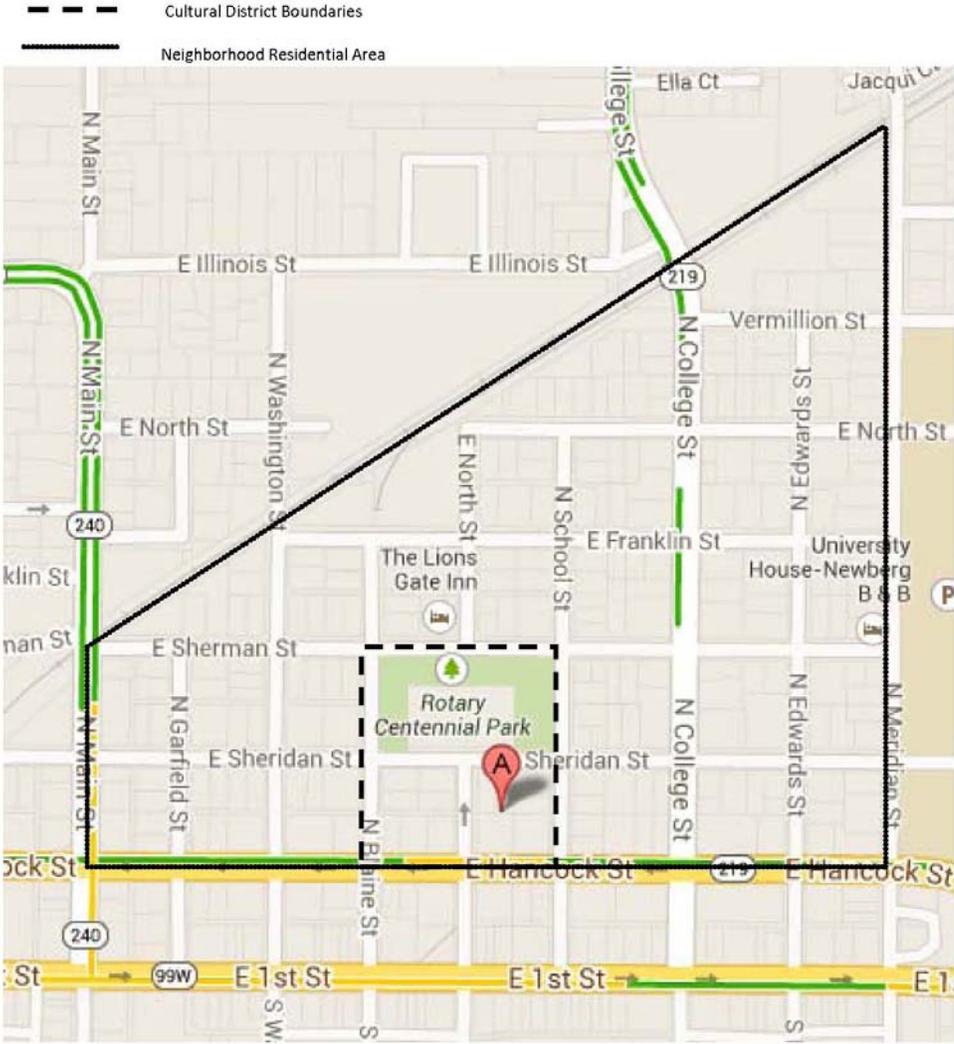
**EXECUTIVE SUMMARY:** With the opening of the Chehalem Cultural Center (CCC) adjacent to the Newberg Public Library, the area within Hancock, Blaine, Sherman, and School Streets has become known as the *Newberg Cultural District*. The public property within these boundaries is owned by the City of Newberg (Library, Carnegie Court, Water Wise Garden parking lot, and the streets and alley) and CPRD (CCC and the land and playground surrounding the Center). CPRD has turned over operation of the CCC interiors and forecourt to the CCC Association. While there are five private property owners within the district, this IGA specifically does not put any requirements on them or restrict the use of their property unless they are in agreement. The private property owners have been notified regarding this IGA proposal.

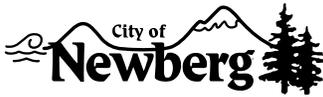
As use of the Newberg Cultural District has grown it has become clear that it isn't practical to have the area managed by three different entities with different rules. It has also made it difficult to have a single organization be held responsible for events held on site. This will become more critical as Sheridan Street and the forecourt of the CCC are built. In addition, the choices for signage, landscaping, and other outdoor amenities need to be consistent with a single design to designate the area as a single district.

At its August 22, 2013, board meeting the CPRD Board unanimously approved this IGA and directed the CPRD superintendent to sign the IGA.

**FISCAL IMPACT:** The city currently pays to maintain the landscaping on its public spaces. This IGA calls for a single landscaping firm/entity to maintain the space and the funds the city uses to maintain its area would go into the Newberg Cultural District landscaping. This will require a separate IGA within the next few months. Signage and other wayfinding resources are planned and the city will fund its share, but only if budgeted. Without this IGA, the fiscal impact would be unknown and it would be difficult to coordinate between the City and CPRD.

**STRATEGIC ASSESSMENT:** It is vital the management of the Newberg Cultural District be a joint operation. Having different organizations manage different sections of the district leads to problems with communications and management of events as well as developing and maintaining a cohesive look that identifies the Newberg Cultural District as a single locale that invites residents and visitors alike to share and enjoy the cultural endeavors in our community.





## **RESOLUTION No. 2013-3078**

---

---

**A RESOLUTION AUTHORIZING THE CITY MANAGER PRO TEM TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF NEWBERG AND THE CHEHALEM PARK AND RECREATION DISTRICT FOR THE MANAGEMENT OF THE NEWBERG CULTURAL DISTRICT**

---

---

### **RECITALS:**

1. The area within Hancock, Blaine, Sherman, and School Streets has been designated as the Newberg Cultural District.
2. The public property in the district is owned by the City of Newberg and the Chehalem Park and Recreation District (CPRD). The CPRD has delegated the operation of the Chehalem Cultural Center (CCC) and its forecourt to the Chehalem Cultural Center Association. The Newberg Public Library currently manages the use at the Carnegie Court.
3. In order for above groups to manage the four-block area in a consistent and efficient manner an IGA needs to be adopted.
4. The IGA will designate the five member Newberg Cultural District Executive Board to establish and manage the rental and use of outdoor spaces in the district including uses for events as well as management of parking, landscaping, and design and other aspects of the cultural district. The Board is comprised of one member each appointed by the City and the CPRD as the property owners, one member each appointed by the CCC and the Newberg Public Library as the main cultural entities within the district, and a resident of the neighborhood surrounding the district appointed by the Resident Subcommittee (an Ad-hoc group of residents residing between Hancock, Main, Meridian, and the railroad tracks).
5. The Newberg Cultural District Executive Board will report at least annually to the community, the City, and CPRD on its actions and activities held in the Cultural District.

### **THE CITY OF NEWBERG RESOLVES AS FOLLOWS:**

1. The Newberg City Council authorizes the City Manager Pro Tem to execute an Intergovernmental Agreement (IGA) with Chehalem Park and Recreation District for the management of the Newberg Cultural District. The IGA is attached as Exhibit "A", which is hereby adopted and by this reference incorporated.
2. The City of Newberg representative to the Newberg Cultural District Executive Board will be appointed by the City Manager Pro Tem.

3. The Newberg Public Library representative to the Newberg Cultural District Executive Board will be the Library Director or designee.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: September 17th, 2013.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 16<sup>th</sup> day of September, 2013.

---

Norma I. Alley, MMC, City Recorder

**ATTEST** by the Mayor this 19<sup>th</sup> day of September, 2013.

---

Bob Andrews, Mayor

**INTERGOVERNMENTAL AGREEMENT**  
**NEWBERG CULTURAL DISTRICT**  
(CITY OF NEWBERG and CHEHALEM PARK AND RECREATION DISTRICT)

This Agreement is entered into this 17<sup>th</sup> day of September, 2013, between the Chehalem Park and Recreation District, hereinafter referred to as “CPRD,” and the City of Newberg, a municipal corporation, hereinafter referred to as “City.”

**RECITALS**

1. Intent – The intent of the parties is to form a partnership arrangement in order to manage the area known as the Newberg Cultural District, hereinafter referred to as “Cultural District” for the use and enjoyment of the community.
2. Vision - The vision of the City, CPRD, Newberg Downtown Coalition, neighbors and stakeholders is to identify and strengthen the cultural district as a gathering place where people can discover the literary, artistic, and historical culture of the area; attend a class or program; check out books; view an exhibit; participate in a community event; or simply sit on a bench while visiting with a friend.
3. Funding – Both the CPRD and the City will furnish funding for the Cultural District operations as agreed upon in this document and other agreements.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. AREA INCLUDED IN THE CULTURAL DISTRICT

- A. Boundaries - The area defined as the Cultural District is bordered by Hancock, Blaine, School and Sherman streets and encompasses the Newberg Public Library, the Carnegie Court, the public parking lot at Blaine and Hancock, the Chehalem Cultural Center and the land surrounding, and the private properties within the boundaries. See diagram as Attachment A.
- B. Public Streets - This agreement specifically covers property owned by CPRD and the City as well as the public streets and rights-of-way within the borders.
- C. Implications to Private Property - This designation is in name only and does not carry with it any land use changes, restrictions, conditions or obligations for the private properties within the district. The City and CPRD will work cooperatively with private property owners in the development of the District.

II. MANAGEMENT OF THE CULTURAL DISTRICT

- A. Management – As the primary property owners, the City and CPRD will jointly manage the Cultural District, with management delegated to the Cultural District Executive Board.

- B. Cultural District Executive Board – An Executive Board hereinafter referred to as “Board,” will manage the Cultural District. The Board will be organized as follows:
1. Membership and Terms - The membership of the Board shall consist of five members. The City, CPRD, the Library, and the Cultural Center shall appoint one member each. These members shall serve four-year terms. A Residential Neighbor representative shall be appointed by the Neighborhood Sub-Group of the Cultural District Advisory Group. This member will serve a two- year term.
  2. Meetings - The Board shall meet at least semi-annually. An annual meeting will be held in the first quarter of each calendar year to report to the community the activities of the Cultural District as well as review and take input on the Parking Management Plan. These meetings will be posted as required by governmental public meetings law.
- C. Cultural District Advisory Group – The Cultural District Advisory Group, hereinafter referred to as “CDAG”, is a coalition of neighbors, community members and stakeholders of the Cultural District. The CDAG will advise the Board as well as the CPRD and the City regarding issues relating to the Cultural District.
1. Meetings - A public meeting of the CDAG will be held at least annually. The Board will work with the CDAG to ensure the annual meeting is held.
  2. Neighborhood Sub-Group - This is a sub-group of the CDAG made up of all residential neighbors of the area as defined below (Section 3). The Neighborhood sub-group will select the Residential Neighbor representative to the Board. This sub-group may have other functions as assigned and requested by the CDAG or the Board.
  3. Residential Neighbor - A residential neighbor is defined as someone residing between Main, Meridian and Hancock Streets and the railroad tracks. If the Residential Neighbor representative that is appointed to the Board moves from the area, the CDAG Neighborhood Sub-Group shall appoint a new representative to complete the term.

### III. IDENTITY OF THE CULTURAL DISTRICT

- A. Branding of Cultural District - To ensure the identity and branding of the Cultural District while still acknowledging the individuality of the existing public entities, efforts shall be made to have a consistent look and feel to the design of the Cultural District in permanent exterior signage, landscaping, web presence, printed items and other materials.
1. Permanent Exterior Signage - New permanent signage for the Chehalem Cultural Center, the Newberg Public Library and the Newberg Cultural District shall be approved by the Board and developed in a fashion that retains individual identities for the Chehalem Cultural Center and the Newberg Public Library, while at the same time showing their connection to and participation within the Newberg Cultural District.

2. Cultural District Exterior Landscaping - The exterior landscaping for the Cultural District shall be designed and developed in a professional manner and approved by the Board. In order for the landscaping to be consistent and to maintain the plan and intent of the original design, the City and CPRD will have a single landscaper maintain the outdoor areas encompassing the entire Cultural District, including the current landscaping surrounding the Library and Cultural Center. The City and CPRD will share the expense based upon the amount of landscaped area each entity owns in the district, under a separate contract/IGA. The Cultural District will work with the private property owners regarding their parking strips within the district with approval of the property owner.
  3. Cultural District Web Site - The Board shall develop a single web site for the Cultural District that will allow for reservation requests and a calendar of events for the Cultural District with links to the City, CPRD, Library and Cultural Center. It will include Cultural District documents and parking information. All outdoor events as well as large events within the buildings (i.e. attendance estimated at more than 50 people) will also be listed on the calendar with private events simply listed, for example, “private event at the Cultural Center”. Other property owners in the Cultural District will be encouraged to view the calendar in planning their events and arrange to have their large events noted on the calendar for planning purposes.
- B. No Requirement to Remove Existing Signage – The above in no way require the removal of existing signage

#### **IV. RESERVATIONS FOR SPACE**

- A. Within the Cultural Center - The Cultural Center will manage all uses of the space within the Center.
- B. Within the Library - The Library will manage all uses of the space within the Library.
- C. Outdoor Space Reservations
  1. Online Reservations - Reservations may be made online through the Cultural District web site or by contacting the Library, the Cultural Center or CPRD.
  2. Authority to Approve Outdoor Events - The authority to approve outdoor events is delegated to staff (Library, Cultural Center, CPRD) unless any of the following conditions exist:
    - a. A City of Newberg Sound/Dance Permit is required.
    - b. A City of Newberg Block Party Permit is needed to close streets.
    - c. Alcohol is to be served.
    - d. The event triggers implementation of the Parking Action Plan per the Parking Management Plan.

Final Authority for Approval - If any of the above conditions exist, the Board will make the final approval decision and will consider: frequency of events, impact on the livability of the neighborhood and fitting within the context of cultural events.

3. Rental Income - Revenue from rental income returns to the entity owning the property or having agreements regarding rental revenue. The City, CPRD and the Cultural Center shall adopt a consistent rental fee schedule for the outdoor areas.

D. Outdoor Space Operations

1. Single Application - A single application (with attachments) will be required for reservations for the outdoor spaces which will facilitate rental.
2. Variety of Permits - A variety of permits may be required for outdoor events and renters/users are required to follow all applicable City of Newberg, CPRD and Cultural District rules along with any applicable laws or regulations.
  - a. Alcohol Use- Alcohol may be served and used at the outdoor spaces, however an additional alcohol permit will be required as well as applicable OLCC, security, and insurance requirements.
  - b. Street Closures- Street closure requires a City of Newberg Block Party Permit and requires approval from residents of the proposed closed area. Street closure allows the street to be blocked from vehicles and pedestrians for the event.
  - c. Noise- A sound/dance permit may be required by the City of Newberg for amplified music or voice or dancing.
  - d. Parking- The Parking Action Plan may be put into effect depending upon the event as specified by the Parking Management Plan.
  - e. Insurance- Insurance riders may be required for outdoor events and will be required for any events involving alcohol.

V. PARKING PLAN FOR THE CULTURAL DISTRICT

- A. Parking Plan - A parking plan is required by the City for development of the Cultural District. The Parking Management Plan will be under the auspices of the Board.

VI. REPORT REQUIREMENTS

- A. Annual Report - The Board shall provide a written annual report to the CPRD Board and to the City Council in the first quarter of each calendar year. The report shall include a description of activities and events within the District, a financial report, and a parking management report.
- B. CDAG Annual Meeting - Minutes from the CDAG annual meeting will be provided to the CPRD Board and to the City Council within 30 days of the meeting.
- C. Reports Posted to Website – Meeting agendas and minutes and Annual Report will be posted on the web site.

VII. TERMINATION OF AGREEMENT

A. This Agreement can be terminated as follows:

1. At-will - By either party at will, without cause giving notice of termination prior to January 1 for termination as of June 30 during the term of the agreement. Nothing in this notice of termination shall prohibit the parties from mutually agreeing to terminate the agreement at any time.
2. For Cause - The City or CPRD has the right to terminate the Agreement for cause after notice that either has not corrected the situation for which they are in violation of the contract within thirty (30) days after the notice.
3. Notice - Notice required by the Agreement and under this paragraph will be mailed to the address indicated below for each party:

City Manager	Superintendent
City of Newberg	Chehalem Park and Recreation District
PO Box 970	125 S. Elliott Rd.
Newberg, OR 97132	Newberg, OR 97132
4. Liability for Payments - The City or CPRD will have no liability for any payments after termination of the Agreement.
5. Parking Management Plan - The Parking Management Plan will continue to be in effect until it is replaced by a new, agreed upon document, regardless of the termination of this agreement.

VIII. BUDGET LAWS OF THE STATE OF OREGON

The City of Newberg and the Chehalem Park and Recreation District are municipal corporations and are obligated under the budget laws of the State of Oregon known as the Local Budget Law. Any provision of the Agreement which is not in conformance with the Local Budget Law is null and void. Further, the City or CPRD cannot expend monies beyond the revenues received.

IN EVIDENCE THE UNDERSIGNED HAVE EXECUTED THIS AGREEMENT:

CITY OF NEWBERG  
414 E. First Street  
Newberg, OR 97132  
By Authority of  
Resolution No. 2013-3078  
(passed September 16, 2013).

CHEHALEM PARK AND RECREATION DISTRICT  
125 S. Elliot Rd  
Newberg, OR 97132  
By Authority of  
*Motion*  
(passed August 22, 2013).

BY:

BY:

\_\_\_\_\_  
Lee Elliott, Manager Pro Tem      Date  
Approved by Resolution No. 2013-3078

\_\_\_\_\_  
Don Clements, Superintendent      Date  
Approved by Resolution No. 2013-3078

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Terrence D. Mahr, City Attorney      Date

\_\_\_\_\_  
Allyn Brown, CPRD Legal Counsel      Date

# REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 16, 2013

Order ___ No.	Ordinance ___ No.	Resolution <u>XX</u> No. 2013-3079	Motion ___	Information ___
------------------	----------------------	---------------------------------------	------------	-----------------

**SUBJECT: A Resolution appointing Mr. Truman Stone to the position of Chief Legal Officer of the City with the title of City Attorney of the City of Newberg effective October 7, 2013 subject to Mr. Stone's acceptance.**

Contact Person (Preparer) for this  
Motion: Terrence D. Mahr, City Attorney  
Dept.: Legal  
File No.:

## RECOMMENDATION:

Adopt Resolution No. 2013-3079 appointing Mr. Truman Stone as City Attorney effective October 7, 2013.

## EXECUTIVE SUMMARY:

The Charter of the City provides in Chapter VIII, Appointive Officers, Section 35, City Attorney as follows:  
“The office of city attorney is established as the chief legal officer of the city government. A majority of the Council must appoint and may remove the attorney. The attorney must appoint and supervise, and may remove any city attorney's office employees.”

The City has conducted an extensive hiring process using the services of Mid-Willamette Council of Governments Executive Director Nancy Boyer. After final review, the Council has indicated that their first choice for City Attorney is Mr. Truman Stone. Mr. Stone has indicated he desires to serve as Chief Legal Officer for the City and would accept the appointment of City Attorney. By this resolution, the City officially appoints Mr. Stone as the City Attorney of the City of Newberg subject to his acceptance. Mr. Stone accepts the position of City Attorney by entering into the employment agreement.

## FISCAL IMPACT:

The City agrees to pay the City Attorney compensation as listed in the employment agreement as City Attorney. An annual base salary of \$104,220.00. commencing October 7, 2013, which does not increase the fiscal impact within the City's budget.

## STRATEGIC ASSESSMENT:

The City needs the legal services of a City Attorney. The Charter provides for the position of City Attorney to be appointed by the City Council. The City Attorney is a Charter position with the City along with the City Manager and Municipal Judge. The City Attorney's office assures the public that the City exercises its authority and duty in a legally correct manner.



## **RESOLUTION No. 2013-3079**

---

---

**A RESOLUTION APPOINTING MR. TRUMAN STONE TO THE POSITION OF CHIEF LEGAL COUNCIL OF THE CITY WITH THE TITLE OF CITY ATTORNEY OF THE CITY OF NEWBERG EFFECTIVE OCTOBER 7, 2013, SUBJECT TO MR. STONE'S ACCEPTANCE**

---

---

### **RECITALS:**

1. The Charter of the City provides in Chapter VIII, Appointive Officers, Section 35, City Attorney as follows:  
“The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney must appoint and supervise, and may remove any city attorney’s office employees.”
2. The City has conducted an extensive hiring process using the services of Mid-Willamette Council of Governments (COG) Executive Director Nancy Boyer.
3. After reviewing applicants, conducting background investigations through the COG, and interviews, the Council has indicated their first choice for City Attorney is Truman A. Stone.
4. The Council has directed the Mayor, present City Attorney, and Council President to enter into discussions with Mr. Stone concerning his possible appointment as City Attorney.
5. Mr. Stone has indicated he desires to serve as Chief Legal Officer for the City and would accept the appointment of City Attorney.
6. By Resolution No. 2013-3079, the City Council is officially appointing Mr. Stone as the City Attorney of the City subject to his acceptance of such an appointment.
7. By entering into the Employment Agreement with the City, Mr. Stone will be accepting the appointment.

### **THE CITY OF NEWBERG RESOLVES AS FOLLOWS:**

1. The City Council appoints Mr. Truman Stone to the position of the Chief Legal Officer of the City with the title of City Attorney of the City of Newberg. This appointment is subject to his acceptance.
2. The City Council approves the Employment Agreement, which is attached as Exhibit “A” and is hereby adopted and by this reference incorporated.
3. The Mayor is authorized to sign the Agreement on behalf of the City.
4. The effective date of the appointment will be October 7, 2013.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: September 17, 2013.

**ADOPTED** by the City Council of the City of Newberg, Oregon, this 16<sup>th</sup> day of September, 2013.

---

Norma I. Alley, MMC, City Recorder

**ATTEST** by the Mayor this 19<sup>th</sup> day of September, 2013.

---

Bob Andrews, Mayor

# **EMPLOYMENT AGREEMENT**

---

**CITY OF NEWBERG**

**and**

**TRUMAN A. STONE**

**Effective October 7, 2013**

**EMPLOYMENT AGREEMENT**  
**between**  
**CITY OF NEWBERG**  
**and**  
**TRUMAN A. STONE**  
**CITY ATTORNEY**

**R E C I T A L S**

This Agreement is entered into this 7<sup>th</sup> day of October 2013, by and between the City of Newberg, Oregon, a Municipal Corporation, hereinafter referred to as "City," and Truman A. Stone, Attorney at Law, hereinafter referred to as "City Attorney," both of whom understand as follows:

1. The Charter of the City of Newberg provides in Chapter VIII, Appointive Officers, Section 35, City Attorney as follows:  
    "The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney must appoint and supervise, and may remove any city attorney's office employees."
2. The City has conducted an extensive hiring process using the services of Nancy Boyer, Executive Director, of Mid-Willamette Valley Council of Governments (COG).
3. After reviewing applicants, conducting background investigations through the COG, and interviews, the Council has indicated that their first choice for City Attorney is Truman A. Stone.
4. The Council has directed the Mayor and present City Attorney as well as the President of the Council, Bart Rierson, to enter into discussions with Mr. Stone concerning his possible appointment as City Attorney.
5. Mr. Stone has indicated that he desires to serve as Chief Legal Officer for the City and would accept the appointment of City Attorney.
6. The City Council has by Resolution 2013-3079, officially appointed Mr. Stone as the City Attorney of the City of Newberg subject to his acceptance of such an appointment.
7. By entering into this Agreement, Mr. Stone accepts the appointment to the position of City Attorney.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Mr. Stone hereby agree as follows:

**1. APPOINTMENT.** The City appoints and Mr. Stone hereby accepts the position as the Chief Legal Officer of the City with the title of City Attorney of the City of Newberg. This appointment is effective 7<sup>th</sup> day of October, 2013 at which time Mr. Stone accepts the duties and responsibilities of the position. This appointment is in accordance with the Newberg City Charter, VIII, Appointive Officers, Section 35, City Attorney.

**2. DUTIES.**

A. The City hereby employs the City Attorney to perform the functions and duties specified in said City Charter and to perform such other legally permissible and proper duties the City Council shall from time to time assign. Attached for general guidance as to the duties and functions of the office is the job description, which is attached as Exhibit "A", and by this reference incorporated.

B. The City Attorney shall devote full time to the performance of his duties and shall not perform any additional legal services, nor shall City Attorney represent any other client, whether for remuneration or pro bono, without the approval of the City Council, as provided herein. In the event the City Attorney desires to teach, consult or provide legal services to another party or person, he shall first provide written notice of such intent to the Mayor and each member of the City Council. If after ten (10) days from sending notice, the Mayor or any member of the City Council does not inform the City Attorney of an objection, the City Attorney may perform the requested teaching, consulting or outside legal services. In the event the Mayor or any member of the City Council, within ten (10) days of sending notice, informs the City Attorney of an objection, the City Attorney shall not perform the requested teaching, consulting, or outside legal services, without first obtaining formal approval by a majority of the City Council. In no event shall the City Attorney perform teaching, consulting or outside legal services that would create a conflict with his position of City Attorney or conflict with the best interest of the City. Any objection by the Mayor or a member of the City Council shall be based upon the best interests of the City. In performing any teaching, consulting or outside legal services, the City Attorney may use accrued administrative and/or vacation leave.

C. It is recognized that Mr. Stone has an active private practice as a shareholder in the law firm of Brown, Tarlow, Bridges, Palmer & Stone PC. It is recognized that it may take some time even after Mr. Stone assumes the office of City Attorney to complete his professional obligations to clients and on-going legal matters. Regardless of Paragraph "B" above, the City grants Mr. Stone the permission to fulfill his professional obligations to these pre-existing clients using his own time as long as there is no conflict of interest between his duties as City Attorney. In no event, shall this obligation to complete his professional obligation to on-going clients take place longer than six (6) months after acceptance of City Attorney position. He may account for the time by use of accrued

administrative and/or vacation leave.

**3. TERM.**

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Mayor, with the consent of the City Council, in accordance with the City Charter, from terminating the services of the City Attorney, and otherwise dismissing him from employment, at any time, without the showing of any cause, subject only to the provisions set forth in Section 12, Severance Pay, except that Section 12, Severance Pay, shall not be applicable to a termination and dismissal occasioned for the reasons set forth in Section 4, below.

B. This Agreement is for an initial term of approximately five (5) years, commencing on the date entered into as above-stated and continuing until December 31, 2018.

C. This Agreement may be extended by mutual agreement of parties. The parties shall discuss extension of the contract on or before six (6) months prior to the end of the initial term.

**4. CAUSE FOR TERMINATION & DISCIPLINE.** The City shall have no obligation to pay the aggregate severance sum designated in the Section 12 entitled "Severance Pay" in the event the City Attorney is terminated during the term of this Agreement for the following reasons:

A. The City Attorney is convicted of a misdemeanor involving moral turpitude, convicted of a felony, indicted for a crime(s), or for loss or suspension of his Oregon Bar license. In the event the City Attorney is not convicted of said crime(s) or does not plead guilty to other crime(s) in settlement of charges for which he was indicted, he shall receive the severance pay in accordance with Section 12. However, he will not be entitled to pay for time following termination for indictment until severance pay is paid.

B. His termination for just cause as provided in the City's personnel rules. Examples of terminations for just cause include but are not limited to: failure to be truthful during internal investigation, falsifying official reports, and other action that may reasonably prevent him from carrying out his duties as City Attorney. The City Attorney shall be given fair notice of the cause that could lead to his termination and reasonable opportunity to respond prior to termination. The City expects the City Attorney to adhere to the highest professional standards. His actions shall always comply with those standards.

C. It is recognized that the City Attorney works without close supervision and it may be necessary to investigate any allegations being brought against the City Attorney. In the event the Council has reasonable grounds to conduct such an investigation, the City Attorney may be placed on administrative leave without pay for a maximum of two (2) weeks, while such an investigation occurs. If the investigation does not result in termination or discipline of the City Attorney, the City Attorney shall be compensated for the two (2) weeks leave.

D. It is recognized that the City is not obligated to conduct any type of progressive discipline with the City Attorney and that any type of discipline necessary to the City Attorney has extreme impact on his ability to perform the duties of the City Attorney. However, in the event the City Council takes disciplinary action, which is less than termination, the City may suspend the City Attorney without pay for a period not-to-exceed two (2) weeks. Suspension beyond that time shall be considered termination.

E. In the event the City Attorney is terminated for just cause and in resulting litigation a court of competence jurisdiction rules that there was not just cause to terminate the City Attorney, the only remedy available to the City Attorney is payment of severance pay set out in Section 12. The City shall have no obligation to re-instate the City Attorney.

**5. RESIGNATION.** In the event the City Attorney wishes to voluntarily resign his position during the term of this Agreement, he shall be required to give the City two (2) months' written notice of such intention. The City Attorney will cooperate in every way with the smooth and normal transfer to the newly appointed attorney. Further, the City Attorney will be available for consultation concerning ongoing legal matters and will not in any way jeopardize the legal position of the City. Consultation after term of employment has ended due to resignation shall be done on a fee basis. A voluntary resignation does not invoke Section 12, Severance Pay.

**6. COMPENSATION.** The City agrees to pay the City Attorney the following as compensation for the above-mentioned services as City Attorney:

A. Base Salary: An annual base salary of \$104,220.00. commencing October 7, 2013, and payable in installments at the place and time as other City employees are paid. The base salary may be adjusted by the City Council from time to time. Compensation may be increased by the budget process as other employees receive increases such as by cost of living increase. The City Attorney shall be entitled to cost of living increases as other general employees receive.

B. Retirement: The City Attorney shall be placed in the Public Employee Retirement System effective after six (6) months of service. The City shall pay the employees' portion to PERS. This is in accordance with other managerial employees of the City.

C. Fringe benefits: The City Attorney is entitled to other fringe benefits equal to that of other employees employed in the administrative capacity, which includes medical benefits, except the City shall pay the amount of a premium due for term life insurance in the amount of three (3) times the City Attorney's annual salary, including all increase and base salaries of the life of this agreement. The City Attorney shall name the beneficiary of the life insurance policy.

D. The City hereby agrees to pay the expenses of the City Attorney's necessary travel and living expenses to represent the City at the annual League of Oregon Cities'

Conference, and conferences or meetings of state committees or commissions upon which the City Attorney serves as a member, said membership on said state commissions or committees being subject to the approval of the City Council, and for such other official meetings or travel as are reasonably necessary for the professional advancement of the City Attorney as approved by the City Council. Expenditures of these expenses are subject to the budgetary process of the City.

E. The City hereby agrees to pay the normal business expenses of the City Attorney such as travel expenses, mileage, and other normal out of pocket business expenses at the rate designated by the personnel manual and subject to the budgetary process of the City.

F. The City shall support the City Attorney with equipment and other electronic means such as cellular telephone in accordance with the practices of other managerial personnel of the City. Since the City Attorney is a Charter appointed position, similar to the City Manager, it is anticipated the City Attorney will receive the same level of support, expenses, and equipment as the City Manager. Such expenses are subject to the budgetary process of the City.

**7. SICK LEAVE AND VACATION.**

A. Sick Leave. The City Attorney shall accrue sick leave as provided by the City's personnel rules.

B. Vacation. The City Attorney shall accrue vacation time in accordance with the City's personnel rules except that the City Attorney shall accrue at the rate provided for employees with five (5) years seniority. When the City Attorney has reached five (5) years of service, accruals shall be in accordance with the City Attorney's actual length of service.

**8. ADMINISTRATIVE/LEAVE.** The City Attorney shall be credited with fifteen (15) days of administrative leave at the time of entering into this Agreement. Such leave is non-accumulative from one fiscal year to the next. Should City Attorney leave the employ of the City for any reason, then any remaining administrative leave shall be forfeited without remuneration of any kind.

**9. ATTENDANCE AT NATIONAL CONFERENCES.** The City Attorney is allowed to attend national conferences as the budget of the City allows.

**10. EVALUATION.** The City Council shall evaluate the work performance of the City Attorney annually in or around the month of December, but no later than December 31st of each year. The City Council shall communicate its evaluation to the City Attorney in Executive Session. The failure of the City Council to conduct an annual evaluation shall not operate as a defense to any action by the City with respect to this Agreement or the employment of the City Attorney. Consideration shall be given on an annual basis to adjust compensation at or about the time of the evaluation.

**11. OREGON STATE BAR LICENSE.** The City Attorney shall maintain throughout the life of this Agreement, a valid Oregon State Bar license as required by the State of Oregon in order to practice law and appear before the courts of this State. The City shall pay the City Attorney's annual Bar dues.

**12. SEVERANCE PAY.** In the event of any involuntary termination of the City Attorney during the term of this Agreement, he shall be entitled to severance pay in the manner as follows:

A. City shall provide a minimum severance payment equal to six (6) months salary at the current rate of pay including the cost of health insurance. This severance shall be paid as a lump sum unless otherwise agreed to by City and City Attorney. The sum shall be paid within 30 days of termination.

B. City Attorney shall be compensated for all accrued vacation time.

C. Termination by the City, as used in this paragraph, means the City Attorney's discharge or dismissal by the Mayor with consent of the City Council or the City Attorney's resignation following a salary reduction greater in percentage than an across-the-board reduction for all employees or failure to receive a salary increase equal to the increase received by all employees (commonly known as cost of living increase), or the City Attorney's resignation following a formal request to him by the City Council that he resign. This provision does not apply to a voluntary resignation by City Attorney.

D. Despite any contrary provision of Section 4, Cause for Termination, this Section 12, or any other part of this Agreement, all severance pay under this Section 12 shall be paid only on or after the date the City Attorney has a separation from service with the employer within the meaning of Treasury Regulation Section 1.409A-1(h), using none of the options in Treasury Regulation Section 1.409A-1(h), and no later than the last day of the City Attorney's second taxable year following the City Attorney's taxable year in which the separation from service occurs.

**13. PROFESSIONAL LIABILITY.** The City agrees that it shall defend, hold harmless, and indemnify the City Attorney from all demands, claims, suits, actions, errors, or other omissions in legal proceedings brought against the City Attorney in his individual capacity or in his official capacity, or in his official capacity as agent or employee of the City, provided the incident arose while the City Attorney was acting within the scope of his employment. If in the good faith opinion of the City Attorney, a conflict exists as regards to the defense of any such claim between the legal position of the City and the City Attorney, the City Attorney may engage counsel, in which event, the City shall indemnify the City Attorney for the cost of legal counsel.

**14. APPLICABLE LAW.** This Agreement is construed under the laws of the State of Oregon and the Charter of the City of Newberg.

**15. ATTORNEY'S FEES.** In the event of any suit or action herein, the prevailing party in



**CITY OF NEWBERG**  
**Position Description**

**TITLE:** City Attorney

**SALARY RANGE:** \$104,220 - \$133,014

**DEPARTMENT:** Legal

**LOCATION:** City Hall

**CHARTER LEVEL:**

- **Position:** The Charter designates the city attorney position.
- **Personnel:** Legal department staff are supervised on a day-to-day basis and reviewed by the city attorney. The city attorney works under the guidance of the City Council and is subject to its direction.
- **Budget:** The city attorney is responsible for preparing and administering the budget for the legal department.

**DIVISION:** Office of City Attorney

**DATE:** April 24, 2013

**GENERAL PURPOSE:**

Performs high-level administrative, technical, and professional work in negotiating and finding creative solutions to issues in effort of preventing potential claims and lawsuits, drafting legal documents, preparing court briefs, prosecuting crimes, responding to and conducting civil lawsuits, advising city elected officials and staff as to legal rights, limitations, and obligations; and other legal practices applicable to state, local and federal law.

The city attorney is an appointive officer of the city as provided for in Chapter VIII, Section 35 of the Charter. This excerpt follows:

**Section 35. City Attorney.**

The office of city attorney is established as the chief legal officer of the city government. A majority of the council must appoint and may remove the attorney. The attorney must appoint and supervise, and may remove any city attorney's office employees.

**SUPERVISION RECEIVED:**

The city attorney works under the broad policy guidance of the City Council, and is subject to its direction.

**SUPERVISION EXERCISED:**

The city attorney shall exercise supervision over all legal department employees either directly or through subordinate supervisors.

**REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES**

- Extensive knowledge of state statutes relating to municipal affairs, and laws relating to the purchase of goods and services, contracting, labor, employment, land use, environment, and traffic.
- Working knowledge of modern policies and practices of municipal law and public administration.
- Knowledge of state laws and local ordinances, resolutions, and orders; ensures that they are faithfully performed.
- Skill in preparing briefs and enforcing all provisions of the City's franchises, leases, contracts, and other legal documents.
- Ability to prepare and analyze comprehensive legal reports; ability to carry-out assigned projects to their completion; ability to effectively communicate verbally and in writing; ability to establish and maintain effective working relationships with employees, City officials, the court system, and the public; ability to efficiently and effectively administer a municipal legal department.
- Demonstrate effective personal traits such as initiative, creativity, judgment, fairness, and impartiality; demonstrates respect for individuals and City's franchises, leases, and contracts.
- Ability to foster a work environment that supports and encourages the investigation and implementation of innovative applications.

**MINIMUM QUALIFICATIONS FOR EDUCATION, EXPERIENCE, AND LICENSURE**

Graduation from an accredited law school with a Juris Doctor degree in law, three (3) years of experience as a practicing attorney, a license to practice law in the state, member in good standing of the state Bar Association, and a valid state driver's license.

**TYPICAL EXAMPLES OF WORK:**

The city attorney may perform a combination of some or all of the following duties that are a representative sample of the level of work appropriate to this position. However, these examples do not include all duties that an employee may be expected to perform, as directed by the City Council. The following examples do not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of employer and requirements of the job change consistent with contract of employment.

1. Management:

- a. Responsible for the management and supervision of the legal department to achieve goals within available resources by appropriately delegating duties.
- b. Oversees the administration of workloads and staff assignments by studying, standardizing, and determining work roles, responsibilities, and procedures to improve efficiency and effectiveness of operations; preparing work schedules to expedite workflow.
- c. Appoints and removes all department staff.
- d. Assures the training, motivation, and evaluation of legal department staff and directs changes as needed.

Exhibit "A"  
to Employment Agreement

2. Planning Goals:
  - a. Provides leadership and direction in the development of short and long-range plans with the legal staff and City Council.
  - b. Administers plans, reviews progress, and directs changes as needed, based on new developments in technology, legislation, practices, and regulations.
  - c. Investigates, integrates, and implements technology where administratively and fiscally feasible.
  - d. Gathers, interprets, and prepares data for studies, reports, and policy recommendations.
  - e. Coordinates department activities with other departments and agencies as needed.
3. Communications:
  - a. Provides written and oral professional legal advice to the City Council, city manager, and department heads in a timely, clear, thorough, and concise manner.
  - b. Communicates official plans, policies, and procedures to legal department staff and to the public.
  - c. Presents information to councils, boards, commissions, civic groups, and to the general public.
  - d. Production of the weekly "Legal Bulletin" to the City Council.
  - e. Issues clearly written and concise oral instructions to assign duties and examine work for exactness, neatness, and conformance to policies and procedures.
  - f. Maintains harmony among legal department staff and works to resolve grievances, including giving and accepting direction and instructions in a positive manner.
4. Fiscal Agent:
  - a. Assures that assigned areas of responsibility are performed within budget and demonstrates effective and efficient use of budgeted funds, personnel, materials, facilities, and time pursuant to ORS Chapters 291-297.
  - b. Performs cost control activities and monitors revenues and expenditures in all departments, to assure sound fiscal control and to encourage innovative practices.
  - c. Prepares an annual legal department budget and administers the adopted budget.
5. Community Relations:
  - a. Performs and assists legal department staff in performing duties to adjust errors and to address complaints.
  - b. Projects a positive public image and is courteous to the public at all times.
  - c. Maintain effective relations with media representatives.
  - d. Promotes cooperation among the City Council, staff, and citizens in developing policies and to build a sense of community.
6. Intergovernmental/Interagency Relations:
  - a. Maintains effective communication with local, regional, state, and federal government agencies.
  - b. Provides legal advice to City staff pursuing financial resources (grants) from other agencies.
  - c. Contributes to good government through participation in local, regional, state, and professional committees and organizations.
  - d. Confers with colleagues with specialty areas of law to establish and verify basis for legal proceedings; and serves as a liaison between outside legal counsel and City officials on specialized legal issues.

7. Consultative Legal Services:

- a. Advises the City Council of legal conditions with current and future trends; issues legal opinions.
- b. Advise City officials of changes to state or federal laws affecting City operations.
- c. Interprets laws, rulings, and regulations for City officials and staff.
- d. Recommends for adoption by the City Council such measures deemed necessary and expedient.

8. Legal Preparation:

- a. Drafts ordinances, resolutions, contracts, agreements, deeds, leases, and franchises; reviews documents prepared by other departments, agencies, and parties.
- b. Approves ordinances, resolutions, and contracts as to legal form; provides legal advice as to substance.
- c. Gathers evidence in civil, criminal, and other cases to formulate defense or to initiate legal action; conducts research; interviews clients and witnesses, and handles other details in preparation for trial; prepares legal briefs, arguments and testimony; develops strategy in preparation for presentation in cases; files briefs in the appropriate court.
- d. Represents the City in court and before quasi-judicial or administrative agencies of government.

**WORK CONDITIONS:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individual's with disabilities to perform the essential functions.

1. Must be bondable.
2. Ability to deal with distraught or difficult individuals.
3. Ability to attend monthly staff meetings and activities outside of normal working hours.
4. Ability and willingness to travel as needed and perform the duties and responsibilities.
5. Serves as city manager pro tem in the absence of the city manager and assistant city manager from the City.

**REQUIRED TOOLS AND EQUIPMENT USED:**

Skilled in operating personal computer, including word processing, database, and spreadsheet management, motor vehicle; ten-key calculator; phone; copy, scanner, and fax machine.

**PHYSICAL DEMANDS:**

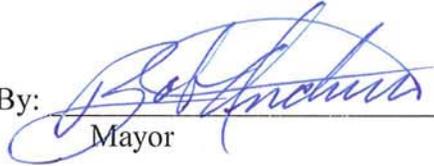
While performing the duties of this job, the employee is frequently required to talk or hear; sit; use hands to handle, feel or operate objects, tools, or controls; and reach with hands and arms; stand or walk for considerable distances or time. Must occasionally lift and move up to 25 pounds. Specific vision abilities include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

**SELECTION GUIDELINES:**

The selection process includes a formal application; rating of education, experience, and certification; oral interview; and reference and background checks.

Approval by Motion on this 1<sup>st</sup> day of May, 2013.

By:

  
\_\_\_\_\_  
Mayor

Signature Attest that Motion was duly passed accepting position description

Effective Date: July 1, 2013

Revision History: Adopted and approved July 6, 2010, via Resolution No. 2010-2912

# REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 16, 2013

Order \_\_\_ Ordinance \_\_\_ Resolution \_\_\_ Motion XX Information \_\_\_  
No. No. No.

**SUBJECT: Accepting Chehalem Valley Visitor Information Center quarterly report.**

Contact Person (Preparer) for this Motion: Norma Alley, City Recorder  
Dept.: Administration

## RECOMMENDATION:

Accept the Chehalem Valley Visitor Information Center 2012-2013 Fourth Quarter Report.

## EXECUTIVE SUMMARY:

The City of Newberg helps financially support the Chehalem Valley Visitor Information Center. As part of that support, the City Council has requested the Visitor Information Center provide quarterly budget reports.

## FISCAL IMPACT:

The City of Newberg is currently funding the Visitor Information Center with a contribution of 25% of the Transient Lodging Tax revenue.

## STRATEGIC ASSESSMENT:

The City Council has determined that the operation of a Visitor Information Center is in the best interests of the city's business community and promotes tourism and economic development in the Newberg area.

# Chehalem Valley Chamber Visitors Center Report

July 2013



## 2013 Camellia Festival A Huge Success!

It is estimated that more than 3,000 people from throughout Newberg and the Portland Metro-Area attended the Camellia festival on April 13th. The event committee may look at expanding to include Sunday in 2014 due to the overwhelming popularity of the event.

## Chamber Publishes Expanded Newberg Street Map

The Chehalem Valley Chamber redesigned and expanded the popular Newberg street map. The map now includes a much more expansive rendering of Yamhill County. The additional space allowed us to include more specific information about the City of Newberg's demographics and community and visitor information. It also features a QR code that allows visitors to download the map on their smart -phone or tablet.



## Yamhill County Chosen for Video Feature by Travel Oregon

The Chehalem Valley Chamber Visitor Center was asked to create an itinerary for a video promo that Travel Oregon is shooting in Yamhill County to promote travel to the area either prior to or following the FEAST event in September. A link to the video will be available on the chamber website in August. FEAST is a culinary festival sponsored by Bon Appetit that is held in Portland.

## Visitor Center Testimonial

Over the last 15 years I have become involved with two dental organizations that have brought recent national meetings to the Allison in Newberg. Both meetings included over 70 attendees from all geographic areas of the US. I was the host planner (and President) for the Board of Regents meeting of the International College of Dentists. My wife and I had attended an event at the Chehalem Culture Center and noticed the Visitors Center office. When we stopped by and explained our opportunity to plan places to see and things to do for our several day visitors, Sheryl Keish stepped up and made suggestions regarding everything from wine tours, transportation (Bob's Trolley), restaurants, galleries, artists, shopping, golf etc. Being pleasantly surprised that Newberg and the surrounding wine country was full of visitor resources, we retreated for a couple weeks to plan a cohesive five day business and visitor program. The second visit with Sheryl was amazing. She suggested and provided many maps, flyers, brochures, contacts, and optional venues. We followed up on nearly everything suggested and ended up being complimented as having hosted one of the best and most enjoyable annual Board meetings ever. Interestingly only one or two people had ever visited Newberg and about a quarter had never been anywhere outside Portland in Oregon. Newberg has something unique that few, if any other cities have – amazing hospitality! And it all started at the Visitors Center.

The second meeting, the Dean's Institute, is an annual gathering of all the deans of dental schools in the US. About 100 attended this five day event and were advised to contact the visitors center to make program plans. Again the Visitors Center came through with suggestions and services that created the same outcome – "One of the best venues we have ever visited".

Since these meetings were held (one and two years ago), I have been contacted by at least a half dozen of the attendees who were making plans or had made another trip to Newberg and the Allison for a few days of relaxation, dining, sightseeing and wine tasting. Many ambassadors have been created for Newberg and Chehalem Valley through the service provided by the Visitors Center. As the credit card commercial states, this community resource is "Priceless".

Although the economic climate has been challenging for some time, it would seem that a very strong strategy would be to increase, not decrease the budget support for the Chamber of Commerce Visitors Center. Although maybe difficult to measure the value of attracting visitors to visit and spend, it appears to me that the staff at the Visitors Center is making a difference for Newberg. Investing in their mission of hospitality will benefit all the businesses and industries as these new visitors establish first time and repeat relationships.

Sincerely,

Jack

Jack W. Clinton, DMD  
Dean Emeritus  
OHSU School of Dentistry  
611 SW Campus Drive  
Portland, Oregon 97239-3097  
Tel 503-494-8801  
[clinton@ohsu.edu](mailto:clinton@ohsu.edu)



## Chehalem Valley Visitor Center Completes Tourism Video

The Chehalem Valley Chamber Visitor Center just completed a four minute tourism video to promote Newberg and the surrounding area.

The video is playing in the visitor center and will also be posted on the Visitor section of the website. A link to the video can be conveniently sent to potential visitors, media and meeting planners that are researching trips to the area.

**Newberg Visitor Information Center  
2012 - 2013 Fiscal Year  
Fourth Quarter Report  
(April - June 2013)**

	<b>Q4</b>	<b>YTD 12-13</b>	<b>Budget</b>
<b>REVENUE:</b>			
City of Newberg	\$24,000.00	\$115,979.00	\$109,979.00
Newberg Chamber contribution	\$37,070.15	\$54,736.52	\$54,500.00
<b>TOTAL REVENUES:</b>	<b>\$61,070.15</b>	<b>\$170,715.52</b>	<b>\$164,479.00</b>
<b>EXPENSES:</b>			
Personnel	\$12,509.34	\$53,483.30	\$52,000.00
Marketing	\$15,050.77	\$42,248.99	\$41,500.00
Overhead/Utilities, etc.	\$9,933.04	\$51,406.23	\$48,500.00
Reserves	\$5,979.00	\$5,979.00	\$5,979.00
Capital Improvements	\$17,598.00	\$17,598.00	\$16,500.00
<b>TOTAL EXPENSES:</b>	<b>\$61,070.15</b>	<b>\$170,715.52</b>	<b>\$164,479.00</b>

# REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: September 16, 2013

Order ___ No.	Ordinance ___ No.	Resolution ___ No.	Motion ___	Information <u>XX</u>
------------------	----------------------	-----------------------	------------	-----------------------

**SUBJECT: Utility Billing Policies Discussion**

Contact Person (Preparer) for this  
Item: Janelle Nordyke  
Dept.: Finance  
File No.:

## EXECUTIVE SUMMARY:

The Finance Department oversees the Utility Billing Department and its policies. Over time, policies need to be updated. The attached information is to begin a discussion on what the current policies are and recommendation for change.

## FISCAL IMPACT:

By adopting these recommendations, the city will experience more timely payments of current utility revenues and potentially increased revenues from late fees and shut-off fees. With deposits being required on rental properties, fewer delinquent accounts will go to collections.

## STRATEGIC ASSESSMENT:

This will help the Finance Department and the City of Newberg to be more consistent with other utilities in the surrounding area and to better serve our customers.

## POLICIES FOR UTILITY BILLING

---

### A. New Accounts (see Exhibit A)

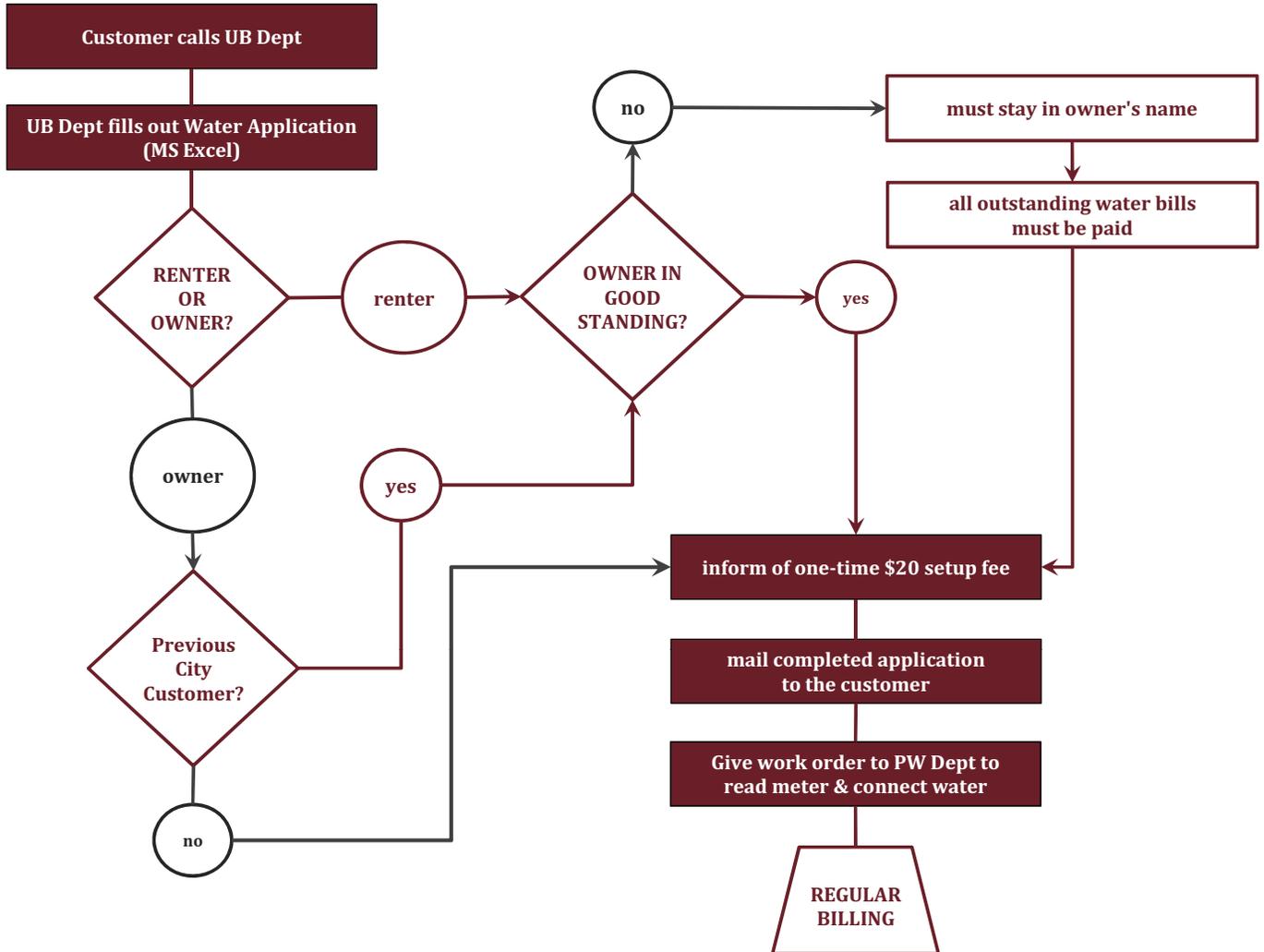
1. Customers sign up for service by providing detailed information, including either a SS# or DL# and a contact phone number.
2. UB verifies that the account has been “finaled” so that the new customer can sign up.
3. If the site address is a rental and has a balance owing, the landlord must make payment in full before the new renter can sign up for service. If we know that the new renter has occupied the site, the water is shut off until payment is made.
4. Customer is informed of the \$20 connect fee.
5. A work order email to connect service is created and sent to Public Works. (see Exhibit B)
6. A copy of the application is mailed to the customer

**Recommendations:** None.

City of Newberg

UTILITY BILLING PROCESS FLOWCHART

OPENING AN ACCOUNT



No. \_\_\_\_\_



## APPLICATION FOR WATER/SEWER/STORM WATER SERVICE

DATE: _____	Account No: _____
NAME: _____	Reading: _____
Renter? _____ Owner? _____	Reading Date: _____
Outside City? Yes _____ No _____	No In Household: _____
Service Address: _____	Phone No.: _____
Billing Address: _____	
Previous City Customer Yes _____ No _____	
Notes: _____	

**Note: There is a \$20.00 non-refundable set up charge which will appear on your first bill.**

I hereby apply for **water/sewer/storm water** service to the above premises. In consideration of the furnishing of service by the City of Newberg to the above premises. I agree to:

1. Be responsible for all charges for service from the date of this application until I give the City notice to discontinue service.
2. Abide and comply with all rules and regulation now in force or hereinafter enacted by the Newberg City Council.
3. Pay promptly all bills for service before the charges become delinquent and to notify the Finance Department that service is no longer required.
4. Have this application constitute a binding agreement between the City and myself only upon proper execution by myself and acceptance by the City.

Delinquency. The City of Newberg reserves the right to discontinue service when charges are not paid when due, and to refuse further service until the delinquency is paid in full.

Failure to Pay. Failure to pay all charges for service may result in further collection efforts by the City or the City may place a lien on the property. Unpaid charges which become a lien may be enforced and collected in the same manner as any other municipal lien.

\_\_\_\_\_  
Initials \_\_\_\_\_

Soc. Sec. No. \_\_\_\_\_ or Driver's License \_\_\_\_\_

**To:** PW Utility Technician  
**Cc:** UB Clerk  
**Subject:** 09/03/2013 CONNECT 1234 SMITH DR

METER # 987654321

John Smith  
*Utility Billing Clerk*  
City of Newberg  
(503) 537-1205

## POLICIES FOR UTILITY BILLING

---

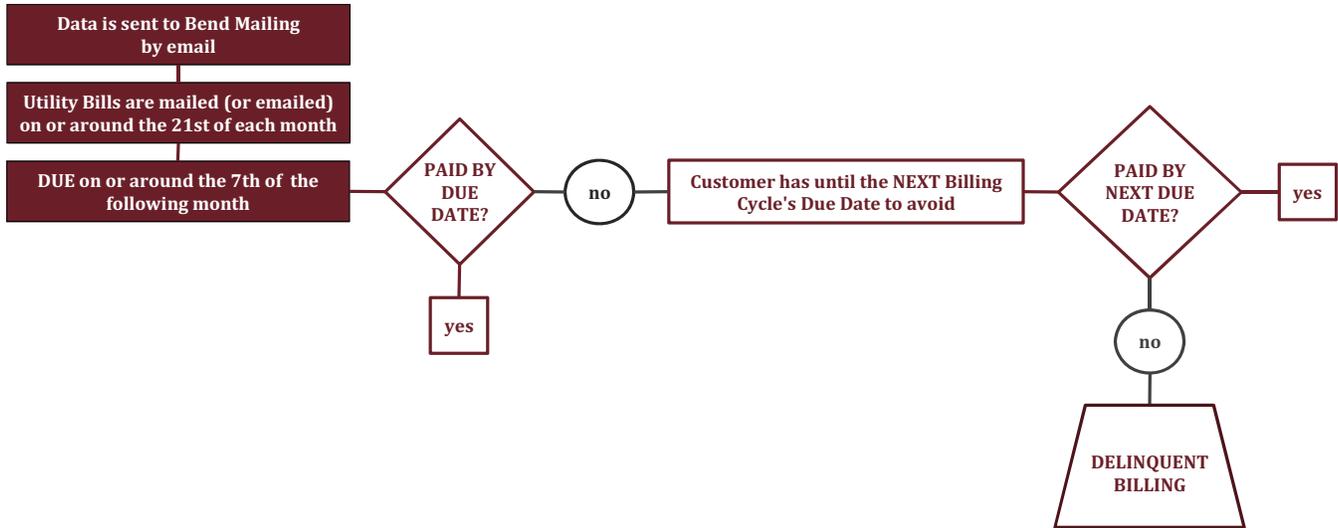
### **B. Monthly Billing (see Exhibit C)**

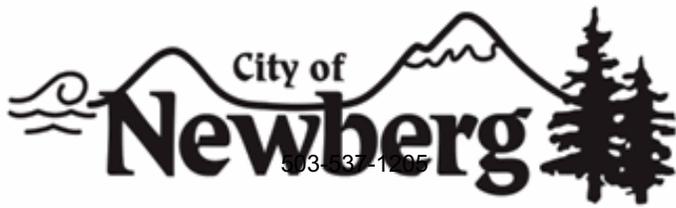
1. Meters are read on the 2<sup>nd</sup> – 3<sup>rd</sup> of each month.
2. Bills are figured around the 21<sup>st</sup> of each month. Bills are mailed around the 23<sup>rd</sup> of the month, using a 3<sup>rd</sup> party provider: Bend Mailing.
3. Routes are read the first week of each month leaving the three weeks prior to billing for re-reads and repairs.
4. Why do corrections need to be made prior to billing? They don't because it is PW fixing meters, gaskets, etc, not customers fixing their side of the pipes.
5. Can we bill 2-3 days after reading and then make adjustments for re-reads and repairs after billing? Yes, we can, because then the customer will see the high reading and be proactive, instead of us spending 34 hours doing re-reads and variance checks.

**Recommendations:** Change billing date to be 3 - 5 days after meters are read.

City of Newberg  
UTILITY BILLING PROCESS FLOWCHART

REGULAR BILLING





Account  
**Statement**

**ACCOUNT INFORMATION**

**ACCOUNT:**  
**SERVICE ADDRESS:**  
**SERVICE PERIOD:** 9/21/2012 to 10/21/2012  
**BILLING DATE:** 10/22/2012  
**DUE DATE:** 11/7/2012

**METER READING**

Serial No	Previous Reading		Current Reading		Cons
	Date	Reading	Date	Reading	
62573684	9/5/2012	43600	10/1/2012	44600	1000

NEWBERG, OR 97132

**SPECIAL MESSAGE**

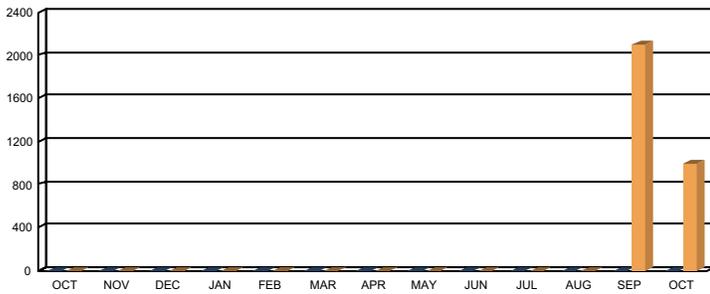
NFD 72nd Turkey Carnival Nov 9 & 10 at the downtown Fire Station. Join us for dessert at 6pm. Bingo & kids games begin at 6:30pm. Fats, oils & grease don't belong down the drain or toilet but in the garbage. For flooding please call 503-537-1234

**CURRENT CHARGES**

Water	44.57
Sewer	89.34
Fire	1.50
Storm	5.29
Public Safety Fee	3.00

**TOTAL CURRENT CHARGES 143.70**

**USAGE HISTORY**



**BILL SUMMARY**

PREVIOUS BALANCE	243.82
PAYMENTS RECEIVED	0.00
ADJUSTMENTS	0.00
ADDITIONAL BILLING	0.00
CURRENT CHARGES	143.70

**TOTAL AMOUNT DUE 387.52**

Payment  
**Coupon**

**ACCOUNT INFORMATION**

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT  
 PLEASE MAKE CHECK PAYABLE TO:  
**CITY OF NEWBERG**

**ACCOUNT:**  
**SERVICE ADDRESS:**  
**SERVICE PERIOD:** 9/21/2012 to 10/21/2012  
**BILLING DATE:** 10/22/2012  
**DUE DATE:** 11/7/2012

NEWBERG, OR 97132

**AMOUNT DUE**

**TOTAL AMOUNT DUE BY 11/7/2012 387.52**

**AMOUNT ENCLOSED**

REMIT PAYMENT TO:

PO BOX 970  
 NEWBERG, OR 97132



## POLICIES FOR UTILITY BILLING

---

### C. Delinquent Billing (see Exhibit D)

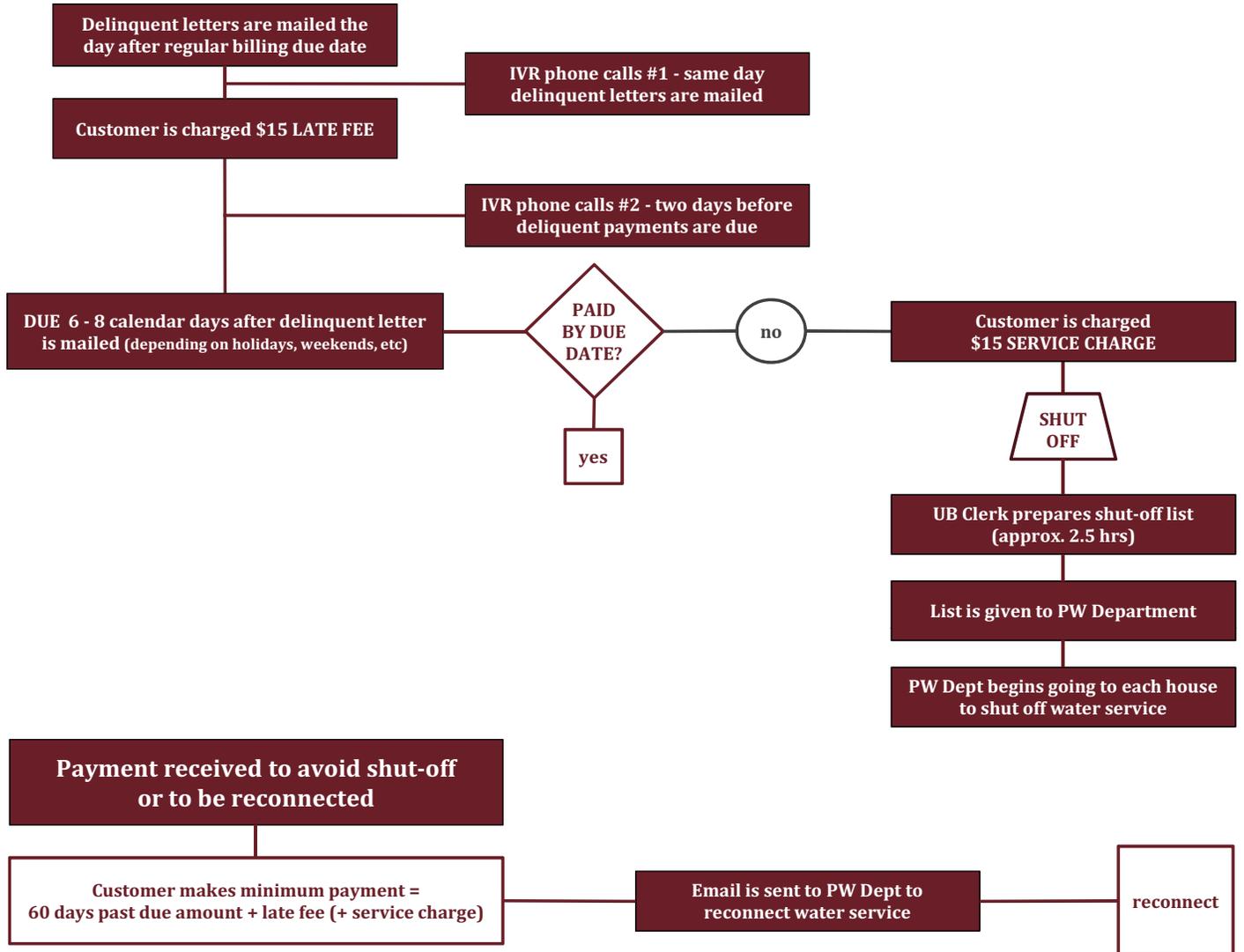
1. Delinquent letters are sent out the day after utility bills are due. When a delinquent letter is sent, a \$15 fee is assessed on the account. The Delinquent Letter states that your water will be shut off by a certain date. You must pay your past due amount, plus the \$15 late fee, by the date mentioned. If you fail to pay by the DL due date, another \$15 will be assessed on the Shut Off day, whether or not you are actually shut off.
2. This is the 3<sup>rd</sup> notice that customers received. The First is the previous balance amount on the utility bill if it is greater than \$0. The Second notice is with the second utility bill which states in big, bold letters at the top of the invoice the amount past due and when to pay it by. The Third notice is the delinquent letter. We no longer do door hangers but mail the notice instead.
3. IVR (Interactive Voice Response); customers on the delinquent list are called the morning of the day delinquent letters are mailed. This lets the delinquent customer know that their water will be shut off if payment is not made by a certain date. Customers are responding positively to this phone reminder. This list is updated and the calls are repeated 2 days before shut-off.

**Recommendations:** Delinquent bills to be sent out after 1 month of non-payment instead of the current 2 month policy. Increase delinquent charge to \$20. Increase shut-off fee to \$50.

# City of Newberg

## UTILITY BILLING PROCESS FLOWCHART

### DELINQUENT BILLING





414 E FIRST ST  
PO BOX 970  
NEWBERG, OR 97132  
PHONE: 503-537-1205

Attachment to  
UB Policies RCA

**PAY BY NOV 14 -- 4:30PM**

NEWBERG, OR 97132

RE: Account Number  
Account Name  
Service Location  
Past Due Amount \$243.82  
Additional Charge \$15.00  
Amount Due \$258.82  
Due Date Wednesday, November 14, 2012

Dear Customer:

11/08/2012

Our records indicate that your account is past due and a \$15.00 late charge has been applied to your account. If you have already made your payment, please disregard this notice.

If Amount Due payment has not been received by the deadline above, an additional \$15.00 Service Fee will be applied to your account.

Also, if Amount Due has not been received by the above deadline, your WATER SERVICE WILL BE DISCONNECTED until Amount Due plus Service Fee has been received. To have service restored, payment must be received in our office no later than 4:00pm. There are no reconnections made after 4:00pm, on weekends, or holidays.

Payments can be made at City Hall, 414 E First Street. We accept VISA/Mastercard. Please bring this notice when paying in person. Do not pay via online services once you have received this notice.

Sincerely,

Utility Billing  
PO BOX 970  
414 E FIRST ST  
NEWBERG, OR 97132

## Payment Coupon

### ACCOUNT INFORMATION

PLEASE RETURN THIS PORTION ALONG WITH YOUR PAYMENT

PLEASE MAKE CHECK PAYABLE TO:

**CITY OF NEWBERG**

ACCOUNT:

SERVICE ADDRESS:

BILLING DATE:

11/08/2012

**DUE DATE:**

**11/14/2012**

NEWBERG, OR 97132

### AMOUNT DUE

PAST DUE AMOUNT	243.82
LATE CHARGE	\$15.00
<b>TOTAL AMOUNT DUE BY</b>	<b>11/14/2012</b>
	<b>\$258.82</b>

### AMOUNT ENCLOSED

REMIT PAYMENT TO:

PO BOX 970  
414 E FIRST ST  
NEWBERG, OR 97132



## POLICIES FOR UTILITY BILLING

---

### D. Shut-offs

1. Shut-offs are done once a month. Shut-off days are figured around holidays, payment due dates, etc. They are usually on Wednesdays, with delinquent letters sent out the Thursday before.
2. When customers are put on the Shut Off list, they must pay the amount past due, plus the Delinquent Letter fee and the Shut Off fee, before their water can be turned back on.
3. Hours of operation on Shut-off days are: 8:30 am to 6 pm. Deadline to get water turned back on after payment is 5:30 pm. This allows the PWM person to get back to the Shop by 6 pm to clock out.
4. The PW Maintenance workers must still turn the customer's water off, even if the customer says I will call the UB Department right now, just wait a minute. The customer has had multiple opportunities to pay their utility bill. They just need the threat being carried out before they will actually pay. In the past, there have been workers who have not actually turned off the water, but have waited until the customer has called the UB Department and made the payment. This has not gone well for the UB Department because the customer doesn't want to pay the Shut Off fee because their water was "technically" not Shut Off. This is also not fair to the PW Maintenance worker as they have to wait around until the customer pays and they get confirmation from the UB Department the customer has paid. This leniency has been stopped.

### E. Extensions

1. Extensions are given to customers who are eligible.
2. Customers who are not eligible are those who:
  - \* Failed to keep a previous extension, and
  - \* Their account looks questionable by having lots of delinquent letters sent and/or shut offs.
3. Extension date is the day before the bills are figured, therefore, up until the 19<sup>th</sup> of the month.
4. If customers keep their extension, they are eligible to receive extensions every month.

**Recommendations:** Customers who are not eligible are those who failed to keep a previous extension *within the past 12 months or their account is not in good standing.*

### F. NSF Checks

1. Customers are given a yellow door hanger with the dollar amount of the NSF check written on the door hanger, in addition to the NSF fee charge. The customer is given two days to cover the NSF, otherwise their water will be shut off.

## POLICIES FOR UTILITY BILLING

---

### **G. Closing Accounts (see Exhibit E)**

1. Customer says they are leaving and provide a forwarding address. A service request is filled out and sent to the meter reader.
2. The meter reader does a final meter read, gives the reading to the UB clerk who then bills the customer for the amount of the final bill, plus any outstanding bills.

### **H. Leak Adjustments (see Exhibit F)**

1. An application for a leak adjustment is completed by the customer. Receipts of repairs must accompany the application. If not, the application is returned to the customer with the paragraph about providing receipts is highlighted. If the repair has not been done, the credit isn't given. Credit is given for 1 month of the leak, usually the highest consumption during the timeframe of the leak.
2. The meter reader reads the meter 3 different times to make sure there is not a leak. This is called "no spin".
3. If the leak has been repaired and there is "no spin", a Leak Adjustment Worksheet (see Exhibit F-2) is processed and the customer is given the credit accordingly.
4. Customers can only qualify for a Leak Adjustment once a year.

**Recommendations:** Credit is given for up to 2 months of the leak if appropriate.

### **I. Hours of business (including phone calls)**

1. Counter hours are Monday through Friday, 8:30am to 4:30pm with the phone being answered from 8am until 5:00pm.

Utility Billing  
Service Request Form

Request Number: 000016-08-2013  
Account Number: -000

Last Updated By:  
On: 8/7/2013

Account Status: Active

Name: \_\_\_\_\_  
Billing Address: 3605 OAK HOLLOW DR  
NEWBERG, OR 97132

Home Phone: 5038407339  
Business Phone:  
Service Address: 3605 OAK HOLLOW DR

Request Date: 8/7/2013  
Request Description: DISCONNECT SERVICE  
Service Date: 8/7/2013

Water/Gas Meters	Route-Seq Read Dt	Serial No Cons	Register ID No Of Digits	MXU ID	Manufacturer	Model No	Reading
Existing Water Meter	17-000031 8/2/2013	57975572 500	57975572 6	13132771	X	F-3/4-6-100	36500

Location:

**Comments:**

---



---



---



---



---

Follow up needed?    yes    no    Serviced By: \_\_\_\_\_    Date: \_\_\_\_\_    Time: \_\_\_\_\_    Page 13 of 20



### Leak Adjustment Request Form

Account #: \_\_\_\_\_ Service Address: \_\_\_\_\_

Customer Name: \_\_\_\_\_ Daytime Phone No: \_\_\_\_\_

The City of Newberg's Utility Department allows for a Leak Adjustment credit because of loss of water through a leak in the customer's water line or fixtures. Credits are based upon your average usage for the same period in previous years. This average is deducted from the total consumption used during the time of the leak.

I, \_\_\_\_\_, am the Responsible Party for the account at the above service address.  
(Name as shown on the account)

I am asking the City of Newberg's Utility Department to reduce the water/sewer bill for this account because of a leak beginning on (date \_\_\_\_\_ and repaired on (date) \_\_\_\_\_. During this period the water lost from this leak was not used by anyone.

**IN ORDER TO PROCESS YOUR APPLICATION QUICKLY & EFFICIENTLY, PLEASE READ THE FOLLOWING CAREFULLY AND GIVE A COMPLETE AND CLEAR DESCRIPTION OF THE REPAIRS.**

Location of leak: \_\_\_\_\_

Description of repair: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ATTACH DOCUMENTATION OF THE REPAIR:** date, address, type of repair, and cost. Acceptable documents include plumber's statement/bill or a receipt for parts. Businesses with in-house maintenance may submit a statement signed by two (2) employees who witnessed the repair.

In all cases, the Utility Department retains the right to make field verifications before approving leak adjustments. You will be notified when your request is approved or denied.

Signature of person requesting leak adjustment: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of person who made repair: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Newberg**  
 Utility Department  
 414 E FIRST ST  
 Newberg, OR 97132  
 (503) 537-1205

**Leak Adjustment Worksheet**

Customer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Account #: \_\_\_\_\_  
 Date Requested: \_\_\_\_\_

	Consumption	Water	Sewer	Storm	Fire	PSF	Total Bill
Billed	2,100	\$ 84.82	\$ 53.44	\$ 6.22	\$ 1.50	\$ 3.00	\$ 148.98
Adjusted Bill	900	\$ 40.18	\$ 53.44	\$ 6.22	\$ 1.50	\$ 3.00	\$ 104.34
Credit	1,200	\$ 44.64	\$ -	\$ -	\$ -	\$ -	\$ 44.64

Historical Usage

Month One	Year	Consumption
June	2012	500
June	2011	400
June	2010	1,800

**Average Usage                      900**

Prepared: \_\_\_\_\_

Date: \_\_\_\_\_

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

## POLICIES FOR UTILITY BILLING

---

### **J. Rental Properties**

1. Depending on the landlord's arrangements with the renter, usually the renter signs up for service in their own name.
2. If the landlord has had bad accounts, the water is put in the owner's name. If the uncollected debt is over \$500.00, it must stay in the landlord's name per Finance Committee Minutes 01.31.2006. (This was never approved by the City Council.)
3. With accounts in the Landlord's name, before another tenant can move in, the back utility bills must be paid.

**Recommendations:** Require tenants to pay a deposit of \$100 to begin service. Payment must be received before connection.

### **K. Winter Averages**

1. Winter Averaging is figured on the lowest consumption months of the year, which is during the winter.
2. Actual readings for the months of December, January, February, and March divided by 4, is used for the rest of the year, with a minimum of 200 cf charge, until the following December, when the Winter Averaging process starts again.
3. If water consumption for the month is less than the calculated Winter Average for March through October, the actual water consumption is used for that month.

### **L. Payment methods**

1. By check, cash, credit/debit at the counter; credit/debit payments through the City's website, online banking through the customer's bank; and automatic deduction from the customer's checking/savings account.

### **M. Due Dates**

1. UB coordinates with the City's holiday calendar, the Post Office closed calendar and PW Maintenance calendar to coordinate Due Dates and Shut Offs. The Delinquent Letter is sent usually 7-9 days prior to Shut Off.

## POLICIES FOR UTILITY BILLING

---

### **N. Connects for Cleaning only**

1. Connects for cleaning is \$20. If the owner uses more than 100 cf, they are billed actual consumption. There is no timeframe for turning off water after a certain number of days for cleaning. If not called to disconnect by the end of the billing cycle, the minimum meter charges are billed.

*Recommendations:* Grant water connection for cleaning for \$20/week.

### **O. Connects for real estate agents selling homes**

1. Connects for viewing is \$20. If the real estate agent uses more than 100 cf, they are billed actual. There is no timeframe for turning off water after a certain number of days for cleaning. If not called to disconnect by the end of the billing cycle, the minimum meter charges are billed.

*Recommendations:* Grant water connection for real estate agents for \$20/week.

### **P. Disputes of Bill**

1. Customer begins with the UB clerks. If they don't feel their issue has been resolved, they ask to speak to a supervisor (Finance Director or Assistant Finance Director). If they don't get their answer resolved to their satisfaction, they continue up the chain to the City Manager, the Mayor, and potentially the City Council.

*Recommendations:* Have the chain for resolution end with the Finance Director.

### **Q. Utility Assistance Voucher**

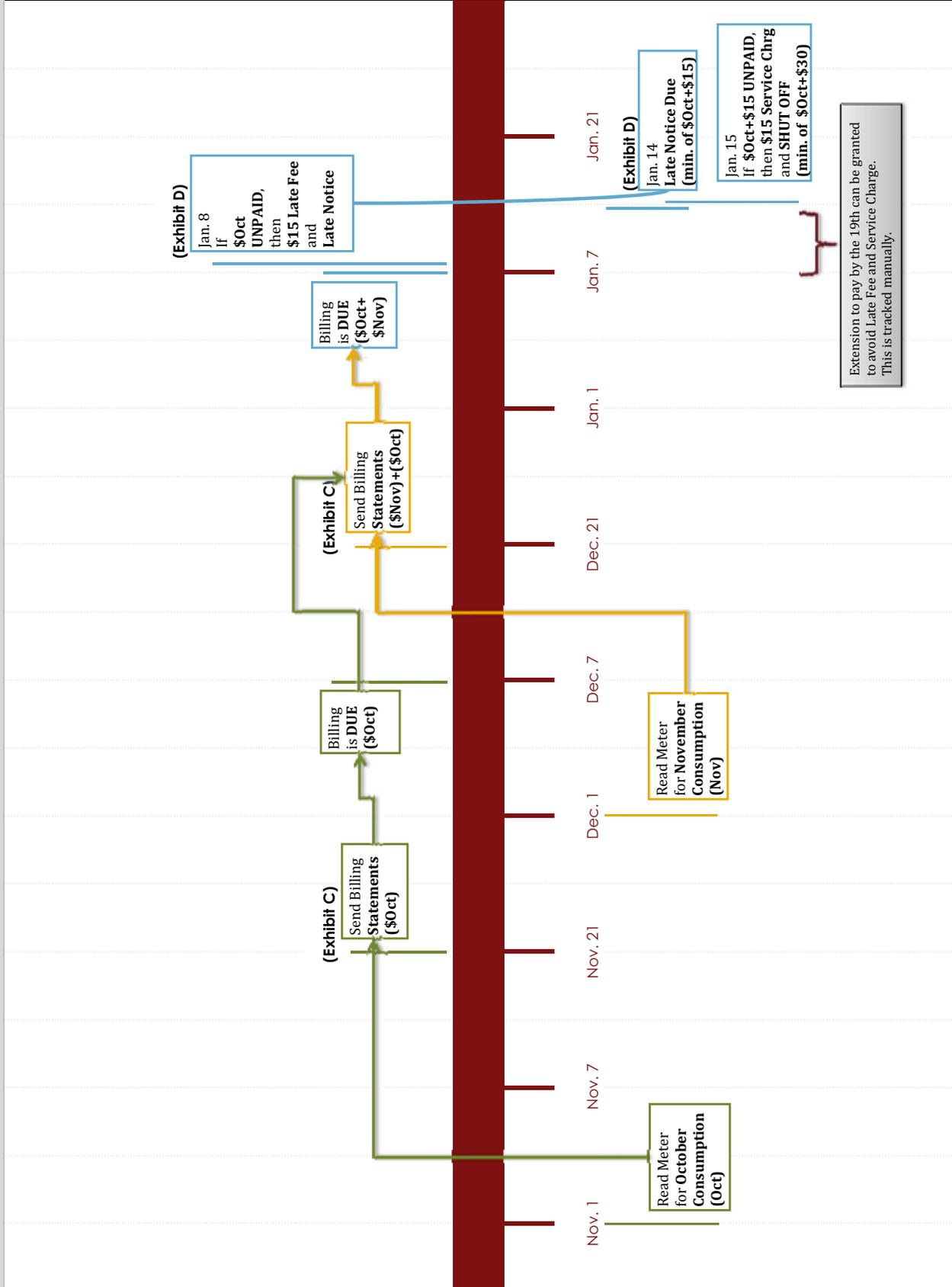
1. Customer goes through YCAP or other local non-profit agencies to get approval for assistance. This is subject to a set dollar amount granted for each agency per year.

### **R. Collection of Base Fees when account closed / snow birds**

### **S. Deposits on rental properties of \$100 & liens on home owners**

### **T. Payment Plans – 3 months**

# Utility Billing Timeline



Delinquency Comparisons

Created in March 2012

Organization	# of Accounts	Mail		Call	Deliver		Fees			Restoration		Payment Plans				
		Reminder or Delinq. Notice	Final or Urgent notice		Courtesy Call	# of Warning DH	# of Shut offs	Late	Door Hanger	Disconnect / Reconnect	After hours	What do they have to pay B4 restore	Same day turn on	if paid by...	Extensions	Long Term
Clackamas River Water	13,000	12,500	1,500	600 automated	See "Mail"	100	\$5 or 5%	(It was \$10 when they used to do DHs)	\$40.00	100.00	yes	4:30pm...additional fee after hours	yes-few days up to 2 weeks with partial pmt	yes-to be paid off in 6 months	only shut off if account owes more than \$50.00	
Forest Grove	9,379	yes	yes				na	\$12 inside city & \$24 outside city limits	\$60 Total \$30 disconnect \$30 reconnect	100.00	yes	8pm...additional fee from 5:01pm-8:00pm	yes-1 week	rare	They provide water, sewer, & electric	
Newberg	6,500	6,400	500		See "Mail"	180	\$15.00	na	\$15.00	no	yes	4:00pm	yes	no		
Oregon City	10,000		800-1000	Busn. & Mult Accs	60-80	5-10		\$25.00	\$25.00		yes	4:00pm	yes	3 months		
Sherwood	6,300	5,000	684		See "Mail"	18	na	\$10.00	\$60.00	50.00	yes	4:30pm...additional fee after hours	yes	yes	They are working on phasing out the final request letter.	
Sunrise Water Authority	14,000	8,000	450		See "Mail"	50	\$5.00	10.00 shut off notice	\$40.00	200.00	yes	5:00pm	yes	yes	\$300 fee if you tamper with the meter	
Tigard	19,712	19,700	1,221	twice	253	67	na	\$25.00	\$50.00	NA	yes		yes	rare	they call customers twice to try & remind them of delinquency.	
Tualatin Valley Water D.	58,000	58,000	yes		no door hangers		na	na	\$60.00	50.00	yes	4:00pm	yes	rare		
Wilsonville	4,800	4,800	312		198	22	1.25%	na	\$27.50	44.00	yes	4:00pm	yes	yes-to be paid off in 6 months	we call customers that default on the pmt extension	

**Comparisons between Utilities within Newberg**

1/7/2013

Utility	Billing Period (days) after Reading	Due Dates	Grace Period (days)	Describe Grace Period	Late Fees	Shut-off Fees	Reconnect Fees	Deposit	Convenience Fee	Payment Plans Y/N	Length of Plans	Describe Plan	Other Comment
CON	21	Varies, around the 6th - 11th of the month	60	Due 8th of month following 2nd billing; Del tr due 7 days; shut off on day after Dlg Ltr due date	\$ 15.00	\$ 15.00	none	none	N	N	0	On rare occasions, we work with the customer, but only over a 2-3 month period.	Not regulated by PUC
PGE	2-3	Varies, around the 10th - 15th of the month	47	Due 18 days after bill is sent; late notice sent EOM allowing 15 days, then ltr sent stating 5 days to shut-off; shut-off next day	1.70%	\$ 15.00	\$30 standard hours	Not usually for new accounts.	\$2.95 if using customer service, free on website.	Y	12	\$ past due divided by length of plan and added to current bill.	Regulated by PUC
1-800-542-8818							\$80 after hours						
NWNG	same day or next day	Varies, around the 6th - 11th of the month	50-55	Due 15 days after bill is sent; late fee is \$3 or 1.7% over \$50; due before next billing period; shut off 20-25 days later	\$3 or 1.7%	\$ 15.00	\$30 standard hours	2 months avg	\$2.50 if using customer service, free using website.	Y	3,6,9,12	Plan 1: \$ divided by length of plan and added to equal pay bill. They do require that a down payment be made and then the balance divided equally the rest of the months.  Plan 2: \$ divided by length of plan and added to current bill. They do require that a down payment be made and then the balance divided equally the rest of the months.	Regulated by PUC
1-800-422-4012							\$100 after hours						