

Council accepts comments on agenda items during the meeting. Please fill out a form identifying the item(s) you wish to speak on prior to the meeting starting, if possible, or prior to the agenda item beginning and turn it into the City Recorder. (The exception is formal land use hearings, which requires a specific public hearing process.)

**CITY OF NEWBERG
CITY COUNCIL AGENDA
TUESDAY, FEBRUARY 16, 2010
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; an opportunity to speak for no more than 5 minutes per speaker allowed)

VI. CONSENT CALENDAR

1. Consider a motion approving **Resolution No. 2010-2888** approving the City's participation in the Oregon Public Works Emergency Response Cooperative Assistance Program and authorize the city manager to execute the agreement. (Pgs. 3-16)
2. Consider a motion approving **City Council Minutes** for January 19, 2010. (Pgs. 17-21)

VII. PUBLIC HEARING

Consider a motion to continue the Public Hearing on **Order No. 2010-0023** to March 1, 2010. (Pg. 23)
(Quasi-Judicial Hearing)

VIII. COUNCIL BUSINESS

IX. ADJOURNMENT

*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.

INDEX OF ORDERS, ORDINANCES AND/OR RESOLUTIONS:

ORDERS:

Order No. 2010-0023 denying an appeal for an existing non-conforming billboard sign, owned by CBS Outdoor, Inc., to remain at the Newberg Auto Electric site at 616 W. First Street.

RESOLUTIONS:

Resolution No. 2010-2888 approving the City's participation in the Oregon Public Works Emergency Response Cooperative Assistance Program and authorize the city manager to execute the agreement.

ACCOMMODATION OF PHYSICAL IMPAIRMENTS: In order to accommodate persons with physical impairments, please notify the City Manager'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 hours prior to the meeting. To request these arrangements, please contact Norma Alley, City Recorder, at (503) 537-1283.

*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: February 16, 2010

Order ____ Ordinance ____ Resolution XX Motion ____ Information ____
No. No. No. 2010-2888

SUBJECT: A Resolution to approve the City of Newberg's participation in the Oregon Public Works Emergency Response Cooperative Assistance Program and authorize the City Manager to execute the Agreement.

Contact Person (Preparer) for this Resolution: Howard Hamilton, Public Works Director

Dept.: Public Works Department

File No.:

(if applicable)

RECOMMENDATION: Adopt Resolution No. 2010-2888 approving the City of Newberg's participation in the Oregon Public Works Emergency Response Cooperative Assistance Program and authorize the City Manager to execute the Agreement.

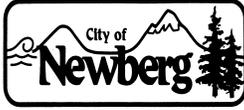
EXECUTIVE SUMMARY: The Oregon Public Works Emergency Response Cooperative Assistance Agreement is an intrastate mutual aid network for all public works agencies. Driven by events such as the December 2008 storm, many local, county and state officials throughout Oregon recognized the need to create a network for public work agencies to support each other during an emergency. These networks can provide mutual aid, resources and expertise to other members in the event of a major emergency or disaster as defined in ORS 40 1.025 (4). The Oregon Public Works Emergency Response Cooperative Assistance Agreement is attached as Exhibit "A".

Oregon's Public Works Cooperative Assistance Agreement is modeled on a similar agreement developed in Washington State. Using Washington as an example, here is how a comparatively small city would benefit by having become a party to the agreement. During the eruption of Mt. St. Helens, the City of Yakima requested resource assistance from King County. Because there was not an agreement in place prior to the disaster, Federal Emergency Management Agency (FEMA) could only reimburse the City of Yakima for King County resources at the city's rates. The City of Yakima's rates were about 42 percent lower than King County's. This meant the City of Yakima had to pay the difference. However, if both agencies had been parties to Washington's agreement, then FEMA would have reimbursed the City of Yakima for King County resources at King County's rates. In order to be eligible for federal reimbursement, assistance provided through mutual aid agreements requires that the agreements be established prior to the event or emergency.

As of October 7, 2009, one hundred and ninety-four cities are participating members of the Oregon Public Works Emergency Response Cooperative Assistance Agreement. The City of Newberg is one out of three cities in Yamhill County that is not a member. A current list of members is attached to the Agreement.

FISCAL IMPACT: There is no cost to become a member of this organization.

STRATEGIC ASSESSMENT: Executing this Agreement only obligates the City to provide assets based on our evaluation of City's resources. It also allows for the City to be compensated actual costs (from third parties) in the event the City requests support through the Agreement.



RESOLUTION No. 2010-2888

A RESOLUTION APPROVING THE CITY OF NEWBERG'S MEMBERSHIP IN THE OREGON PUBLIC WORKS RESPONSE COOPERATIVE ASSISTANCE PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT

RECITALS:

1. Membership in the Oregon Public Works Response Cooperative Assistance Program enables public works agencies to support each other during an emergency.
2. This membership will provide a mechanism for immediate response, in the event of a disaster, to the requesting agency when the responding agency determines it can provide the needed resources and expertise.
3. The Agreement sets up the documentation needed to seek maximum reimbursement possible from federal agencies.
4. Public works agencies in Oregon may sign the agreement or cancel their participation as they wish with no cost.
5. The Agreement does not replace pre-existing agreements or prevent any agency from negotiating other agreements.

THE CITY OF NEWBERG RESOLVES AS FOLLOWS:

The City Manager is authorized to execute the Oregon Public Works Emergency Response Cooperative Assistance Agreement attached as Exhibit "A" and by this reference incorporated.

➤ **EFFECTIVE DATE** of this resolution is the day after the adoption date, which is: February 17, 2010.

ADOPTED by the City Council of the City of Newberg, Oregon, this 16th day of February 2010.

Norma I. Alley, City Recorder

ATTEST by the Mayor this 18th day of February 2010.

Bob Andrews, Mayor

LEGISLATIVE HISTORY

By and through _____ Committee at ____/____/2010 meeting. Or, None.
(committee name) (date) (check if applicable)

OREGON PUBLIC WORKS EMERGENCY RESPONSE
COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (4), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 401.480 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
 - 1) Maximum liability shall not exceed the cost of repair or cost of replacement, whichever is less.
 - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
 - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be

considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Office of Maintenance shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
 - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
 - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

11. Non-exclusive

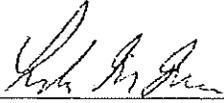
This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON
DEPARTMENT OF TRANSPORTATION



12/10/07

Lucinda Moore
Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

Agency

County, Oregon

Authorized Representative

Date

Designated Primary Contact:

Office:

Contact:

Phone Number:

Emergency 24 Hour Phone Number:

Fax:

E-mail address (if available):

Exhibit "A"

Oregon Public Works Emergency Response Cooperative Assistance
Agreement Members

Department of Agriculture	All Counties
Oregon Department of Transportation	All Counties
Baker County	Baker County
City of Baker	Baker County
City of Haines	Baker County
City of Halfway	Baker County
City of Huntington	Baker County
City of Adair Village	Benton County
City of Corvallis	Benton County
City of Monroe	Benton County
City of Philomath	Benton County
City of Canby	Clackamas County
City of Damascus	Clackamas County
City of Gladstone	Clackamas County
City of Happy Valley	Clackamas County
City of Johnson City	Clackamas County
City of Milwaukie	Clackamas County
City of Molalla	Clackamas County
City of West Linn	Clackamas County
City of Wilsonville	Clackamas County
Clackamas County	Clackamas County
City of Astoria	Clatsop County
City of Cannon Beach	Clatsop County
City of Seaside	Clatsop County
City of Warrenton	Clatsop County
Clatsop County	Clatsop County
City of Clatskanie	Columbia County
City of Rainier	Columbia County
City of St. Helens	Columbia County
City of Vernonia	Columbia County
Columbia County	Columbia County
City of Bandon	Coos County
City of Coos Bay	Coos County
City of Coquille	Coos County
City of Lakeside	Coos County
City of Myrtle Point	Coos County
City of North Bend	Coos County
Coos Bay-North Bend Water Board	Coos County
Coos County	Coos County
City of Prineville	Crook County
Crook County	Crook County

Exhibit "A"

Oregon Public Works Emergency Response Cooperative Assistance
Agreement Members

City of Brookings	Curry County
City of Gold Beach	Curry County
Curry County	Curry County
City of Redmond	Deschutes County
Deschutes County	Deschutes County
City of Canyonville	Douglas County
City of Drain	Douglas County
City of Elkton	Douglas County
City of Glendale	Douglas County
City of Myrtle Creek	Douglas County
City of Oakland	Douglas County
City of Reedsport	Douglas County
City of Riddle	Douglas County
City of Roseburg	Douglas County
City of Winston	Douglas County
Douglas County	Douglas County
City of Arlington	Gilliam County
City of Condon	Gilliam County
Gilliam County	Gilliam County
City of Canyon City	Grant County
City of Dayville	Grant County
City of John Day	Grant County
City of Long Creek	Grant County
City of Prairie City	Grant County
Grant County	Grant County
City of Burns	Harney County
City of Hines	Harney County
Harney County	Harney County
City of Cascade Locks	Hood River County
City of Hood River	Hood River County
Hood River County	Hood River County
City of Central Point	Jackson County
City of Gold Hill	Jackson County
City of Jacksonville	Jackson County
City of Medford	Jackson County
City of Phoenix	Jackson County
City of Rogue River	Jackson County
City of Shady Cove	Jackson County
City of Talent	Jackson County
Jackson County	Jackson County
City of Culver	Jefferson County
City of Madras	Jefferson County

Exhibit "A"

Oregon Public Works Emergency Response Cooperative Assistance
Agreement Members

City of Metolius	Jefferson County
Jefferson County	Jefferson County
City of Cave Junction	Josephine County
City of Grants Pass	Josephine County
Josephine County	Josephine County
City of Klamath Falls	Klamath County
Klamath County	Klamath County
Lake County	Lake County
Town of Lakeview	Lake County
City of Coburg	Lane County
City of Cottage Grove	Lane County
City of Creswell	Lane County
City of Dunes City	Lane County
City of Eugene	Lane County
City of Florence	Lane County
City of Oakridge	Lane County
City of Springfield	Lane County
City of Veneta	Lane County
City of Westfir	Lane County
Lane County	Lane County
University of Oregon	Lane County
City of Depoe Bay	Lincoln County
City of Lincoln City	Lincoln County
City of Siletz	Lincoln County
City of Waldport	Lincoln County
City of Yachats	Lincoln County
Lincoln County	Lincoln County
City of Brownsville	Linn County
City of Halsey	Linn County
City of Harrisburg	Linn County
City of Lebanon	Linn County
City of Sweet Home	Linn County
Linn County	Linn County
City of Jordan Valley	Malheur County
City of Nyssa	Malheur County
City of Ontario	Malheur County
City of Vale	Malheur County
City of Aumsville	Marion County
City of Aurora	Marion County
City of Detroit	Marion County
City of Donald	Marion County
City of Gates	Marion County

Exhibit "A"

Oregon Public Works Emergency Response Cooperative Assistance
Agreement Members

City of Gervais	Marion County
City of Hubbard	Marion County
City of Keizer	Marion County
City of Silverton	Marion County
City of Turner	Marion County
Marion County	Marion County
City of Salem	Marion County / Polk County
City of Idanha	Marion/Linn County
City of Mill City	Marion/Linn County
City of Boardman	Morrow County
City of Heppner	Morrow County
City of Ione	Morrow County
City of Irrigon	Morrow County
Morrow County	Morrow County
City of Fairview	Multnomah County
City of Gresham	Multnomah County
City of Portland	Multnomah County
City of Troutdale	Multnomah County
City of Wood Village	Multnomah County
Multnomah County	Multnomah County
Multnomah County	Multnomah County
City of Independence	Polk County
City of Monmouth	Polk County
Polk County	Polk County
City of Moro	Sherman County
City of Wasco	Sherman County
City of Bay City	Tillamook County
City of Garibaldi	Tillamook County
City of Manzanita	Tillamook County
City of Nehalem	Tillamook County
Tillamook County	Tillamook County
City of Athena	Umatilla County
City of Echo	Umatilla County
City of Hermiston	Umatilla County
City of Milton-Freewater	Umatilla County
City of Pendleton	Umatilla County
City of Pilot Rock	Umatilla County
City of Stanfield	Umatilla County
City of Umatilla	Umatilla County
Umatilla County	Umatilla County
City of Cove	Union County
City of Elgin	Union County

Exhibit "A"

Oregon Public Works Emergency Response Cooperative Assistance
Agreement Members

City of Imbler	Union County
City of Island City	Union County
City of Union	Union County
Island City Area Sanitation District	Union County
Union County	Union County
City of Joseph	Wallowa County
City of Dufur	Wasco County
City of Maupin	Wasco County
City of Mosier	Wasco County
Wasco County	Wasco County
City of Banks	Washington County
City of Cornelius	Washington County
City of Gaston	Washington County
City of Hillsboro	Washington County
City of North Plains	Washington County
City of Sherwood	Washington County
City of Tigard	Washington County
Washington County	Washington County
City of Mitchell	Wheeler County
City of Spray	Wheeler County
Wheeler County	Wheeler County
City of Amity	Yamhill County
City of Carlton	Yamhill County
City of Lafayette	Yamhill County
City of McMinnville	Yamhill County
City of Sheridan	Yamhill County
City of Willamina	Yamhill County
City of Yamhill	Yamhill County
Yamhill County	Yamhill County

REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: February 16, 2010

Order ___ Ordinance ___ Resolution ___ Motion XX Information ___
No. No. No.

SUBJECT: Approve the January 16, 2010, City Council Meeting minutes.

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

Dept.: Administration

File No.:

(if applicable)

RECOMMENDATION:

Approve the January 16, 2010, City Council minutes for preservation and permanent retention in the City's official records.

EXECUTIVE SUMMARY:

On January 16, 2010, the City of Newberg City Council held a public meeting. At that meeting, minutes were recorded in text.

FISCAL IMPACT:

None.

STRATEGIC ASSESSMENT:

None.

**CITY OF NEWBERG CITY COUNCIL MINUTES
TUESDAY, JANUARY 19, 2010
7:00 P.M. MEETING
PUBLIC SAFETY BUILDING TRAINING ROOM
401 EAST THIRD STREET**

Executive Session was held during the Work Session prior to the meeting. No decisions were made.

I. CALL MEETING TO ORDER

Mayor Bob Andrews called the meeting to order at 7:05 PM.

II. ROLL CALL

Members

Present:	Mayor Bob Andrews	Denise Bacon	Bob Larson
	Stephen McKinney	Bart Rierson	Wade Witherspoon

Members

Absent: Marc Shelton (excused)

Staff

Present:	Daniel Danicic, City Manager	Terrence Mahr, City Attorney
	Barton Brierley, Planning and Building Director	Norma Alley, City Recorder
	Janelle Nordyke, Finance Director	Jennifer Nelson, Recording Secretary
	Elaina Canutt, Financial Analyst	

Others

Present: Adam Winston and Senator Larry George

III. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was performed.

IV. CITY MANAGER'S REPORT

Mr. Daniel Danicic, City Manager, reminded council members about the Mid-Willamette Valley Council of Governments (MWVCOG) dinner tomorrow night and when to meet for the carpool. He spoke of the Cultural Center's dinner on January 24th being sold out and the Budget meeting next Monday night at 7:00 PM in the Public Safety Building (PSB). He also discussed the use of social media by local governments and upcoming plans to create a Facebook website for the Newberg City Council.

V. PUBLIC COMMENTS

None.

VI. CONSENT CALENDAR

1. Consider a motion approving **Resolution No. 2010-2883** initiating text amendments for flood hazard policies to the Comprehensive Plan and Development Code and adopting the current Yamhill County Flood Insurance Study and National Flood Insurance Rate Maps.

This item was pulled from the Consent Calendar and moved to the third item under New Business.

2. Consider a motion approving **City Council Minutes** for December 21, 2009.

MOTION: Larson/Rierson to approve the City Council Minutes for December 21, 2009. (6 Yes/0 No/1 Absent [Shelton]) Motion carried.

VII. NEW BUSINESS

1. Consider a motion approving **Resolution No. 2010-2881** accepting the annual audit report and financial statements for fiscal year ending June 30, 2009.

TIME – 7:13 PM

Ms. Janelle Nordyke, Finance Director, and Ms. Elaina Canutt, Financial Analyst, presented the staff report (see official meeting packet for full report).

Councilor Wade Witherspoon noticed the same company was used for the last seven years and asked if the City ever used someone else. Staff replied they did send a Request for Proposal (RFP) after the first contract expired and the same company gave the lowest bid. Staff added there are only five to six firms who are willing and qualified to audit governments and are willing to do a City of Newberg's size.

MOTION: Larson/Bacon to approve **Resolution No. 2010-2881** accepting the annual audit report and financial statements for fiscal year, ending June 30, 2009. (6 Yes/0 No/1 Absent [Shelton]) Motion carried.

2. Consider a motion approving **Resolution No. 2010-2882** consenting to assign garbage services exclusive franchise with the City of Newberg to Waste Management of Oregon, Inc.

TIME – 7:40 PM

Mr. Terrence Mahr, City Attorney, presented the staff report (see official meeting packet for full report).

Councilor Bob Larson asked if there would be any changes in fees as a result of this. Staff replied there would be no change in fees.

Mr. Adam Winston, Director of Operations for Waste Management of Oregon, Inc., said he was excited to be a member of the community of Newberg and wished to continue to provide this important service.

Councilor Bart Rierson asked if they would continue with the current co-mingled recycling program including the once a year hazardous waste drop off and the electronics recycling on Saturdays. He understands that glass recycling is not profitable right now, but wondered if there might be a possibility of this in the future. Mr. Winston said there would be no changes as they would continue to provide the same standard services and if they can expand they will do so.

MOTION: Rierson/Larson to approve **Resolution No. 2010-2882** consenting to assign garbage services exclusive franchise with the City of Newberg to Waste Management of Oregon, Inc. (6 Yes/0 No/1 Absent [Shelton]) Motion carried.

3. Consider a motion approving **Resolution No. 2010-2883** initiating text amendments for flood hazard policies to the Comprehensive Plan and Development Code and adopting the current Yamhill County Flood Insurance Study and National Flood Insurance Rate Maps.

TIME – 7:47 PM

Mr. Danicic presented the staff report and distributed a revised page 5 (see official meeting packet for full report).

Councilor McKinney asked if these were new documents being added to the City code or just a revision of what is already present. Staff replied it is more of an enhancement of what is already in the current code.

Councilor Rierson felt it was wise to move forward with this so that owners can purchase flood insurance, which they cannot currently do with the code as it is. He supported the resolution.

MOTION: Larson/McKinney to approve **Resolution No. 2010-2883** initiating text amendments for flood hazard policies to the Comprehensive Plan and Development Code and adopting the current Yamhill County Flood Insurance Study and National Flood Insurance Rate Maps as amended. (6 Yes/0 No/1 Absent [Shelton]) Motion carried.

VIII. EXECUTIVE SESSION

Executive Session pursuant to ORS 192.660(2)(a) relating to employment of a public officer – Municipal Judge Recruitment.

The Executive Session was held during the Work Session prior to the meeting. No decisions were made.

IX. COUNCIL BUSINESS

TIME – 7:56 PM

Senator Larry George gave updates to the Council on current legislative activities.

General discussion was held concerning support for the prioritizing of the Newberg/Dundee bypass and efforts needed by local governments to be considerably more engaged.

The Council agreed to compose a letter of support for the bypass to be sent to the governor.

Councilor Rierson expressed concerns for the break down in negotiations with the manufactured home park on 2nd Street for the need to install sidewalks. Staff explained the sidewalk requires a right-of-way dedication and the owners are not willing to agree to this.

Councilor McKinney asked if pursuing condemnation was a viable option. Staff was unsure if the need for condemnation could be proven at this time. As of now, staff is considering just putting a sidewalk on the north with a crosswalk to the south which would have just a gutter.

Mr. Mahr gave updates on the initiative petition meetings and negotiations. He spoke of upcoming conferences with the League of Oregon Cities (LOC) and what would be in store once the initiative is approved and circulating for petitions.

X. ADJOURNMENT

The meeting adjourned at 9:03 PM.

ADOPTED by the Newberg City Council this 16th day of February, 2010.

Norma I. Alley, City Recorder

ATTEST by the Mayor this ____ day of February, 2010.

Bob Andrews, Mayor

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REQUEST FOR COUNCIL ACTION

DATE ACTION REQUESTED: February 16, 2010

Order XX Ordinance ___ Resolution ___ Motion ___ Information ___
No. 2010-0023 No. No.

SUBJECT: Request for continuance - appeal of the hearings officer's decision to deny a request for an existing non-conforming billboard sign to remain at Newberg Auto Electric located at 616 W. First Street

Contact Person (Preparer) for this Order: Barton Brierley, AICP

Dept.: Planning & Building

File No.: NCSIGN-09-005
(if applicable)

HEARING TYPE: LEGISLATIVE QUASI-JUDICIAL

RECOMMENDATION:

Continue the hearing to March 1, 2010.

EXECUTIVE SUMMARY: On September 8, 2009, the City Council held a hearing on a non-conforming billboard sign at 616 W. First Street. This hearing was continued to February 16, 2010.

The applicant is not able to attend the February 16, 2010 meeting, so it is requested to continue the hearing to March 1, 2010.